

**TOWNSHIP OF SOUTH GLENGARRY  
REGULAR MEETING OF COUNCIL  
Council Chambers, Municipal Office  
Monday, September 19, 2016 7:00 PM**

Page

- 1. CALL TO ORDER**
- 2. O CANADA**
- 3. APPROVAL OF AGENDA**
  - a) Additions, Deletions or Amendments  
All matters listed under For Information Only, are considered to be routine. Should a Council member wish an alternative action, the Council member shall request that this matter be moved to the appropriate section at this time.
- 4. DECLARATION OF PECUNIARY INTEREST**
  - a) [Pecuniary Interest Declaration](#) 4
- 5. APPROVAL OF MINUTES**
  - a) [Minutes - September 6, 2016 - State of the Infrastructure for 2016](#) 5 - 6
  - b) [Regular Council Meeting - September 6, 2016](#) 7 - 9
- 6. PRESENTATIONS AND DELEGATIONS**
  - a) [MPAC - How We Assess Farm Properties - Joyce Gravelle](#) 10 - 24
- 7. NEW BUSINESS**
  - a) **Staff Reports**
    - i. [Glengarry Archives Request for Funding](#) 25 - 27
    - ii. [Sapphire Estates Phase 5, Final Subdivision Approval and Subdivision and Development Agreements](#) 28 - 81
    - iii. [Household Waste Collection Tender](#) 82 - 86
    - iv. [Brunet -Site Plan Control Approval](#) 87 - 97

v.	<a href="#"><u>Fire Dispatch Services 2017-2021</u></a>	98 - 110
vi.	<a href="#"><u>Rescind Noise By-law 36-01</u></a>	111
<b>b)</b>	<b>Committee Reports</b>	
i.	<a href="#"><u>Committees Report</u></a>	112 - 122
<b>c)</b>	<b>Other Business</b>	
i.	Council Members Report	
<b>d)</b>	<b>For Information Only</b>	
i.	<a href="#"><u>Decision of Amendment No. 32 to the Official Plan</u></a>	123 - 138
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vi.	<a href="#"><u>Thank you Letters - St. Raphael's Ruins and St. Lawrence Valley Agricultural Society</u></a>	157 - 158
vii.	<a href="#"><u>OPP letter - 2017 Annual Billing Statements notice</u></a>	159
<b>8.</b>	<b>UNFINISHED BUSINESS</b>	
a)	<a href="#"><u>September 19, 2016 Unfinished Business</u></a>	160
<b>9.</b>	<b>CLOSED SESSION</b>	
a)	BE IT RESOLVED THAT Council convene to Closed Session to discuss the following item(s) under Section 239 (2) of The Municipal Act S.O. 2001	
	(2) A meeting or part of a meeting may be closed to the public if the subject matter being considered is,	
	(a) the security of the property of the municipality or local board;	
	- Glengarry Sports Palace	
	- Richmond Road – County Rd 2 - Boathouse	

**10. CONFIRMING BY-LAW**

- a) [Confirming By-law No. 71-16](#)

161

**11. ADJOURNMENT**



## **DECLARATION OF PECUNIARY INTEREST**

I, \_\_\_\_\_, declare a  
pecuniary interest on Agenda Item(s) for the meeting of  
\_\_\_\_\_:

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**Signature**

**SEPTEMBER 6, 2016**

**THE 2016 SPECIAL MEETING OF THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY FOR THE 2016 STATE OF THE INFRASTRUCTURE – ROADS REPORT WAS HELD IN THE EVENING AT THE TOWNSHIP OFFICE, LANCASTER ON SEPTEMBER 6, 2016.**

**THERE WERE PRESENT:** Mayor Ian McLeod, Deputy-Mayor Frank Prevost, Councillor Trevor Bougie, Councillor Lyle Warden, Councillor Bill McKenzie

**STAFF PRESENT:** CAO Bryan Brown, Clerk Marilyn Lebrun, GM-Infrastructure Services Ewan MacDonald, GM Community Services Joanne Haley, Deputy Treasurer Lachlan McDonald and Communications Kelli Campeau

**RESOLUTION NO. 232-16**

**Moved by: Bill McKenzie**  
**Seconded by: Frank Prevost**

**BE IT RESOLVED THAT** the Corporation of the Township of South Glengarry open the Special Meeting to review the **2016 State of the Infrastructure – Roads Report** on September 6, 2016 at 5:02 pm.  
Carried.

**RESOLUTION NO. 233-16**

**Moved by: Frank Prevost**  
**Seconded by: Bill McKenzie**

**BE IT RESOLVED THAT** the Corporation of the Township of South Glengarry adopt the Agenda as circulated.  
Carried.

**RESOLUTION NO. 234-16**

**Moved by: Frank Prevost**  
**Seconded by: Bill McKenzie**

**BE IT RESOLVED THAT** the Council of the Township of South Glengarry **convene** into the Committee of the Whole.  
Carried.

Mr. David Anderson, CET – 4 Roads Management Services Inc. gave the presentation to Council in regard to the 2016 State of the Infrastructure – Roads Report.

**RESOLUTION No. 235-16**

**Moved by: Frank Prevost**  
**Seconded by: Bill McKenzie**

**BE IT RESOLVED THAT** the Council of the Township of South Glengarry **rise** from the Committee of the Whole without reporting.  
Carried.

**RESOLUTION NO. 236-16**

**Moved by: Frank Prevost**  
**Seconded by: Bill McKenzie**

**BE IT RESOLVED THAT** the Council of the Township of South Glengarry adjourn the meeting of the State of the Infrastructure – Roads Report at 6:47 pm.  
Carried.

**MAYOR:**

**CLERK:**

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**SEPTEMBER 6, 2016**

**THE REGULAR MEETING OF THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY WAS HELD IN THE EVENING AT THE TOWNSHIP OFFICE, LANCASTER ON SEPTEMBER 6<sup>TH</sup>, 2016.**

**PRESENT:** Mayor Ian McLeod, Deputy-Mayor Frank Prevost, Councillor Trevor Bougie, Councillor Lyle Warden and Councillor Bill McKenzie

**STAFF PRESENT:** CAO Bryan Brown, GM-Ewen MacDonald, GM-Joanne Haley, Deputy-Treasurer Lachlan McDonald, Clerk Marilyn LeBrun and Communications Kelli Campeau (Shaver)

**RESOLUTION NO. 237-16**

**Moved by: Trevor Bougie**  
**Seconded by: Frank Prevost**

**BE IT RESOLVED THAT** the Council Meeting of the Township of South Glengarry of September 6<sup>th</sup>, 2016 now be **opened** at **7:01 pm.**  
Carried.

**RESOLUTION NO. 238-16**

**Moved by: Lyle Warden**  
**Seconded by: Bill McKenzie**

**BE IT RESOLVED THAT** Council of the Township of South Glengarry approve the Agenda Package for the Meeting of September 6<sup>th</sup>, 2016 as **amended.**  
Carried.

**RESOLUTION NO. 239-16**

**Moved by: Trevor Bougie**  
**Seconded by: Lyle Warden**

**BE IT RESOLVED THAT** the minutes of the following Council meeting be accepted as amended:  
- Regular Meeting – August 8<sup>th</sup>, 2016  
Carried.

**RESOLUTION NO. 240-16**

**Moved by: Frank Prevost**  
**Seconded by: Bill McKenzie**

**BE IT RESOLVED THAT** Staff Report No. 103-16 be received and that By-law No. 65-16, being a by-law to impose a special annual drainage rate upon land in respect of which money is borrowed under the **Tile Drainage Act,** be read a first, second and third time, passed, signed and sealed in Open Council this 6<sup>th</sup> day of September 2016.  
Carried.

**RESOLUTION NO. 241-16**

**Moved by: Trevor Bougie**  
**Seconded by: Bill McKenzie**

**BE IT RESOLVED THAT** Staff Report No. 104-16 be received and the Council of the Township of South Glengarry approve **Option 4 with modifications** for the design of the Highway 401 welcome signs.  
Carried.

**RESOLUTION NO. 242-16**

**Moved by: Lyle Warden**  
**Seconded by: Frank Prevost**

**BE IT RESOLVED THAT** Staff Report No. 105-16 be adopted by Council and that By-law No. 64-16, being a by-law to **dedicate** Part 7 on Registered Plan 14R-3304; Part of Lot 12, Concession 8, PIN (67117-0111) in the Township of South Glengarry as **Public Highway** be read a first, second and third time, passed, signed and sealed this 6<sup>th</sup> day of September 2016.  
Carried.

**RESOLUTION NO. 243-16**

**Moved by: Bill McKenzie**  
**Seconded by: Lyle Warden**

**BE IT RESOLVED THAT** the minutes of the following Committees be received:

- Glengarry County Archives – Minutes – August 9, 2016
- Committee of Adjustments - Minutes – July 26, 2016

Carried.

**RESOLUTION NO. 244-16**

**Moved by: Lyle Warden**  
**Seconded by: Bill McKenzie**

**BE IT RESOLVED THAT** the Council of the Township of South Glengarry endorses the resolution from the County of Renfrew and **WHEREAS** in the 2016 Ontario Budget, the Government of Ontario has suspended current intake of applications to the Rural Economic Development Program and has indicated that it plans to integrated the program into the Jobs and Prosperity Fund;

**NOW THEREFORE BE IT RESOLVED** that the Council of the Township of South Glengarry is requesting the Government of Ontario to reconsider the suspension of the integration of the Rural Economic Development Program into the Jobs and Prosperity Fund with the view to ensuring that the Rural Economic Development Program stays as an integral funding program of the Province that will support capacity building and foster economic growth in Rural Municipalities in Ontario;

**AND BE IT RESOLVED THAT** a copy of this resolution be circulated to the Premier of Ontario and the Minister of Agriculture, Food and Rural Affairs, MPP John Yakabuski, Eastern Ontario Wardens' Caucus, Ontario East Economic Development Commission and Association of Municipalities of Ontario and all municipalities in Ontario.

Carried.

**RESOLUTION NO. 245-16**

**Moved by: Bill McKenzie**  
**Seconded by: Lyle Warden**

**BE IT RESOLVED THAT** the Council of the Township of South Glengarry now be convened to **Closed Session** at 8:55 pm and the items to be discussed below as per the Municipal Act are:



- 2 (a) the security of the property of the municipality or local board; Sports Palace
  - 2 (e) Litigation or Potential Litigation – update on Szabo
- Carried.

**RESOLUTION NO. 246-16**

**Moved by: Trevor Bougie**  
**Seconded by: Lyle Warden**

**BE IT RESOLVED THAT** the Council of the Township of South Glengarry adjourn the **CLOSED SESSION** part of the meeting at 9:20 pm and reconvene into Open Session.  
Carried.

**RESOLUTION NO. 247-16**

**Moved by: Trevor Bougie**  
**Seconded by: Lyle Warden**

**BE IT RESOLVED THAT** the Council of the Township of South Glengarry pass **By-law No. 63-16**, being a by-law to **adopt, confirm and ratify matters** dealt with by resolution at the Council Meeting of August 8<sup>th</sup>, 2016 be read a first, second and third time, be passed, signed and sealed in Open Council this 6<sup>th</sup> day of September, 2016.  
Carried.

**RESOLUTION NO. 248-16**

**Moved by: Frank Prevost**  
**Seconded by: Trevor Bougie**

**BE IT RESOLVED THAT** the Council of the Township of South Glengarry pass **By-law No. 66-16**, being a by-law to **adopt, confirm and ratify matters** dealt with by resolution at the Council Meeting of September 6<sup>th</sup>, 2016 be read a first, second and third time, be passed, signed and sealed in Open Council this 6<sup>th</sup> day of September, 2016.

**RESOLUTION NO. 249-16**

**Moved by: Lyle Warden**  
**Seconded by: Bill McKenzie**

**BE IT RESOLVED THAT** the **Council Meeting** of September 6<sup>th</sup>, 2016 be **adjourned** to the call of the chair at **9:28 pm**.  
Carried.

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

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



## ASSESSING FARM PROPERTIES

- The **Assessment Act** is the main legislative framework used in determining how a property is valued.
  - Section 19.(5): Farmland & Farm Outbuildings
    - “consideration shall be given to the current value of the lands and buildings for farming purposes only, and in determining the current value, consideration shall not be given to sales of lands and buildings to persons whose principle occupation is other than farming”
  - Section 19.(1): Assessment based on Current Value

- ✓ 223,082 farmland properties in the province
- ✓ \$89.32 billion total CVA







## ASSESSING FARM PROPERTIES

- MPAC will be implementing the following changes for the 2016 Assessment Update:
  - Improving the sales verification process to ensure that only sales to farmers are included in the valuation process
  - Increasing the sales period from 3-5 years to 6-8 years
  - Simplifying the geographic areas that are used to adjust for local conditions

## 2016 ASSESSMENT UPDATE – FARM

MPAC updates and collects data from various sources:

- Building Permits
- Sales Transactions
- Request for Reconsideration Applications
- Appeals
- Tax Applications
- Land Severances
- On-site Property Inspections

DATA COLLECTION & PREPARATION

+

MARKET ANALYSIS

+

PROPERTY VALUE REVIEW

=

# 2016 VALUES

January 1, 2016 Valuation Date

## 2016 ASSESSMENT UPDATE – FARM

MPAC reviews all sales of farmland to determine:

- Purchaser is a Farmer
- Conditions of Sale
- Chattels
  - Equipment
  - Quota
  - Crops/Livestock
- Use of Property



MPAC reviewed 6-8 years of farmland sales to determine the 2016 Values

DATA COLLECTION & PREPARATION

+

MARKET ANALYSIS

+

PROPERTY VALUE REVIEW

=

# 2016 VALUES

January 1, 2016 Valuation Date



## 2016 ASSESSMENT UPDATE – FARM

- Geographic areas finalized
- Class 1-6 land rates determined
- Farm building costs determined
- Preliminary values produced
- Fine-tuning & final property value review

DATA COLLECTION & PREPARATION

+

MARKET ANALYSIS

+

PROPERTY VALUE REVIEW

=

**2016 VALUES**

January 1, 2016 Valuation Date

# FARM PROPERTY CLASSIFICATION

Property Classification is outlined in **Ontario Regulation 282/98**



## RESIDENTIAL PROPERTY CLASS

- Residence
  - Residence land
  - Other Buildings not used for farm or commercial/industrial purposes
- 

## RESIDENTIAL TAX RATE



## FARM PROPERTY CLASS

- Farmland & farm outbuildings
- 

## FARM TAX RATE

Farm Property Class Tax Rate Program – Administered by OMAFRA

- Eligibility requirements
  - Typically taxed at 25% of residential tax rate
- 

## RESIDENTIAL TAX RATE

- If not in Farm Property Tax Class Rate Program



# PROPERTY CLASSIFICATION



Property applies and qualifies for the Farm Property Class Tax Rate – administered by OMAFRA



## FARMLAND & OUTBUILDINGS



**Farm  
Tax Class\***



**Residential  
Tax Class**

\*Typically taxed at 25% of the residential tax rate

# 2016 PROPERTY ASSESSMENT NOTICE OVERVIEW

## Assessment Overview

- ✓ Assessed Value as of January 1, 2016
- ✓ Assessed Value as of January 1, 2012
- ✓ Change between 2012 and 2016

## How will my municipality use MPAC's property assessment?

- ✓ Explanation of phase-in provision (Assessment Act)
- ✓ Phase in Assessed Values (2017-2020 tax years)
- ✓ Request for Reconsideration Deadline (by tax year)

- ✓ **Property Classification**

**mpac** MUNICIPAL PROPERTY ASSESSMENT CORPORATION

131-664-7890

ISSUE DATE  
October 11, 2016

**Property Assessment Notice**  
For the 2017 to 2020 property tax years

**THIS IS NOT A TAX BILL.**

The Municipal Property Assessment Corporation (MPAC) is responsible for assessing and classifying more than five million properties in Ontario in compliance with the Assessment Act and regulations set by the Government of Ontario.

**MPAC's updated value of your property is \$244,000**

**Account information**  
Roll Number: 13 04 047 030 33040 1334  
AboutMyProperty™ Access Key: 4840 2944 1943

**Your property's location and description**  
900 DUNDAS ST. E. UNIT 101, PLANNED PT. LOT 4, 143.22 acres, Orange, ON

**Assessment summary**  
MPAC's assessed value of your property as of January 1, 2016: \$244,000  
MPAC's assessed value of your property as of January 1, 2012: \$234,000  
Between 2012 and 2016, your property's assessed value changed by: \$10,000

**How will my municipality use MPAC's property assessment?**  
Under the phase-in provision in the Assessment Act, an increase in assessed value is introduced gradually. A decrease in assessed value will be introduced immediately. The January 1, 2016 assessed value and classification of your property will be used as the basis for calculating your 2017 to 2020 property taxes, as illustrated below.

Year	Year	Assessed Value	Year	Assessed Value	Year	Assessed Value
2016	2017	\$244,000	2018	\$244,000	2019	\$244,000
2020	2021	\$244,000	2022	\$244,000	2023	\$244,000

**Request for Reconsideration Deadline**  
February 9, 2017  
March 31, 2018  
March 31, 2019  
March 31, 2020

**CONTACT US**  
1-888-294-4MPAC (2733)  
TTY: 1-877-888-4MPAC (2733)  
Monday to Friday  
9 a.m. to 5 p.m.

**About My Property.ca**

Issue Date

2016 Assessed Value

Account Information

- ✓ Roll Number
- ✓ AboutMyProperty Login
- ✓ Location, description, municipality and school support
- ✓ **Property Acreage**

Contact Us



# 2016 PROPERTY ASSESSMENT NOTICE OVERVIEW



*You may be eligible for the Farm Property Class Tax Rate Program, administered through the Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA). For more information, please contact OMAFRA at 1 877 424-1300.*

# 2016 PROPERTY ASSESSMENT NOTICE OVERVIEW

**How does MPAC assess my property?**

Roll Number: 12 34 567 890 12345 1234

Property summary: From

Property type: Farm

Property information: Percentage: 100.00 feet

We undertake extensive analysis to determine the value of your property. We look at sales of farmland in the area, as well as the value of your residence and whether the farm residence is occupied by the person owning the property. The value of farm outbuildings and any other buildings not used in the farm operation is also considered.

The primary components of a farm assessment are:

- Farmland
- Farm outbuildings
- Residence
- Other buildings
- Residence land

Your municipality is responsible for setting property tax rates. Properties eligible for the Farm Property Class Tax Rate Program are typically taxed at 25% of the residential rate for municipal and education taxes. For information regarding your eligibility for the Farm Property Class Tax Rate Program administered through the Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA), visit [www.ontario.ca/farmland](http://www.ontario.ca/farmland) or contact OMAFRA at 1 877 426-1240. OMAFRA's assessments and data are also used by banks, insurance companies and the real estate industry.

**Have questions about your property assessment?**

Register and log in to [www.aboutmyproperty.ca](http://www.aboutmyproperty.ca) to learn more about how your property was assessed, see the information we have on file, as well as compare it to others in your area. You can register using the Roll Number and Access Key found on page one of this Notice.

Still not sure about your property's assessed value? You can file a Request for Reconsideration and MPAC will review your assessment, free of charge. Your request for reconsideration deadline are listed on page one of this Notice.

Still have questions? We're here to help. Contact us at 1 866 394-6732 and one of our property assessment experts will help guide you through your status, sign a question about your property today! Contact your municipality for assistance.

**Ontario's property assessment system**

**MPAC** The Municipal Property Assessment Corporation  
Determines Current Value Assessments and classifications for all properties in Ontario.

**The Provincial Government** passes legislation, sets assessment policies and determines education tax rates. The province also oversees an independent assessment appeal tribunal – the Assessment Review Board (ARB).

**The Ontario Property Taxpayer**

**Municipalities** determine zoning requirements, set municipal tax rates and collect property taxes to pay for your municipal services. These services may include:

- Police and fire protection
- Waste management
- Roads, sewerage and public transit
- Parks and leisure facilities

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20160113-Form MPAC 1A

Your municipality is responsible for setting property tax rates. Properties eligible for the Farm Property Class Tax Rate Program are typically taxed at 25% of the residential rate for municipal and education taxes. For information regarding your eligibility for the Farm Property Class Tax Rate Program, visit [ontario.ca/farmland](http://ontario.ca/farmland).



# 2016 PROPERTY ASSESSMENT NOTICE OVERVIEW

**mpac** MUNICIPAL PROPERTY ASSESSMENT NOTICE INFORMATION

**Attachment (3)**

Roll Number: 52 34 047 000 12345 1234

**Occupants directing school taxes**

The following information outlines the units on your property directing school taxes. This is not necessarily associated with the classification of your property.

Please see the "How will my municipality use MPAC's property assessment?" section of this Notice for information regarding the property classification for taxation purposes.

Sub- Div.	Unit Class	Name & Location of Occupant	School Board Appointed	School Board Name
0001	FL	JACKSON FURNISH LIMITED 200 MAIN STREET	English-Public	English-Public
0002	FLU	JACKSON JASON JACKSON MARJON 200 MAIN STREET	English-Public	English-Public

**Legend for occupants directing school taxes**

FL: Residential unit  
FLU: Non-residential dwelling unit  
FLU: Non-residential unit  
FLU: Non-residential unit  
FLU: Non-residential unit  
FLU: Non-residential unit  
FLU: Non-residential unit

Page 2 of 3

2016/12/15 - Form MPAC 3A - Taxation

About My Property.ca

## Occupants directing school taxes

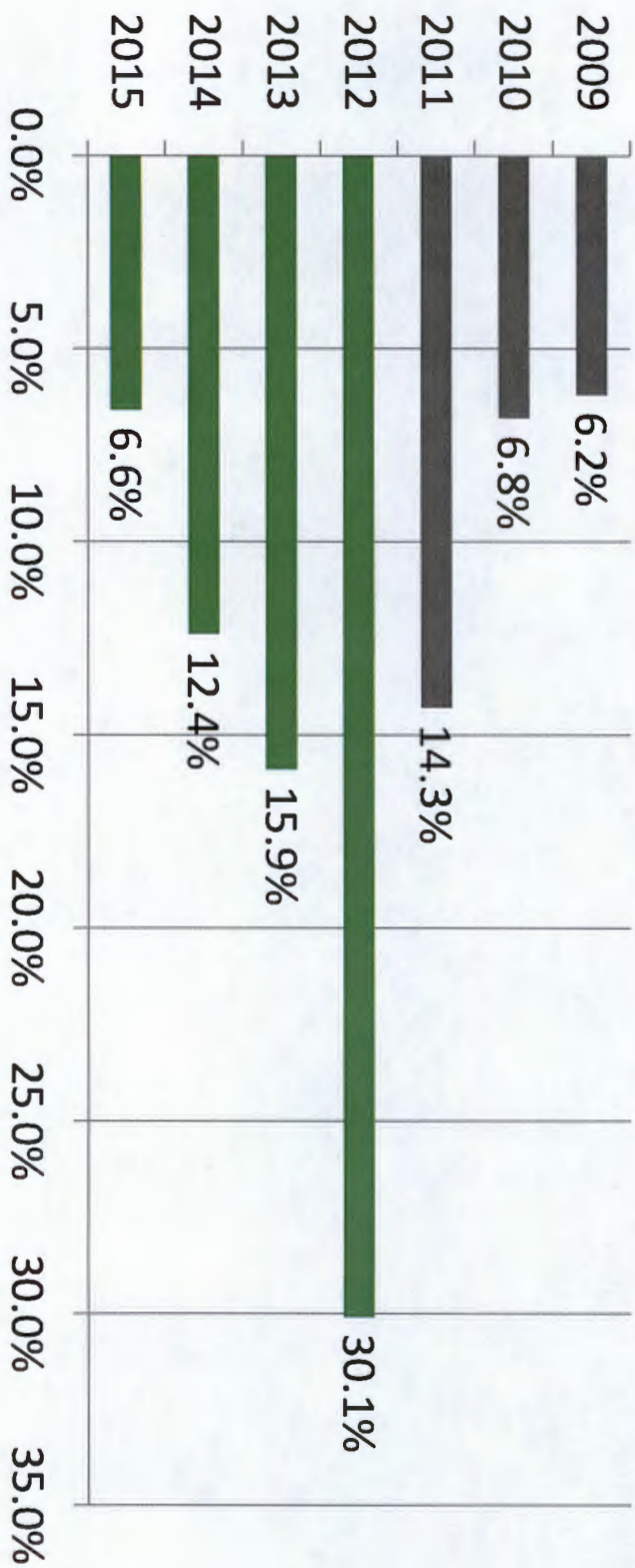
The following information outlines the units on your property directing school taxes. This is not necessarily associated with the classification of your property.

Please see the "How will my municipality use MPAC's property assessment?" section of this Notice for information regarding the property classification for taxation purposes.





ANNUAL CHANGES IN FARM VALUES



Source: Farm Credit Canada 2015 Farmland Report

## THIRD PARTY ANALYSIS OF FARMLAND VALUES IN ONTARIO



- Demand outweighs supply
- Low interest rates
- Buyers moving North to find lower priced land





## **STAFF REPORT**

**S.R. No. 106-16**

**PREPARED BY:** Marilyn LeBrun – Clerk & Deputy Treasurer Lachlan McDonald  
**PREPARED FOR:** Council of the Township of South Glengarry  
**COUNCIL DATE:** September 19, 2016  
**SUBJECT:** Glengarry Archives Request for Funding

### **BACKGROUND:**

1. At the August 9<sup>th</sup>, 2016 Meeting of the Glengarry Archives, Mr. Allan MacDonald, Glengarry Archivist provided as overview of the repairing of the Glengarry News for eventual digitization.
2. We also discussed the application for funding to the Trillium Foundation earlier in July but was informed recently that it had been rejected. Mr. MacDonald was also authorized by the Board to apply to Canada 150 for a maximum grant of \$50,000 for the digitalization of the Glengarry News from 1892-1990, as soon as possible, but the Glengarry Archives were told that the project does not align with their funding goals.

### **ANALYSIS:**

3. There is no other historical collection anywhere that is as complete and comprehensive in documenting all aspects of Glengarry's past as the back issues of the Glengarry News.
4. It is proposed that both the Townships of North and South Glengarry take this initiative on as a joint project over the current and upcoming fiscal year 2016-2017. It has been estimated that approximately 28,000 pages at \$1.00 per page for the service to provide digitizing the back issues of the News from 1892 – 1960 is needed.
5. Once digitized, the Glengarry News would be online and searchable at the Glengarry County Archives.
6. In reviewing the budget the required funding could be reallocated from Administrative - Equipment, Furniture, & Software because Microsoft 365 (MS 365), which was budgeted, will not be purchased in 2016.

7. It is not being purchased because we are waiting on our new internet service to arrive before introducing another change.
8. MS 365 is Microsoft (MS) Office's new online platform, where formerly MS XP was replaced by MS 2003, 2007, 2010, etc. MS 365 will update to the newest version automatically.
9. The difference in billing for MS 365 versus former versions is that instead of buying a CD once every 3 years we will pay a monthly fee per user.

**ALIGNMENT WITH STRATEGIC PLAN:**

10. This aligns with **Goal 1:** Enhance economic growth and prosperity, specifically 1.3 Champion a regional approach to an economic development and tourism strategy.
11. Both South and North Glengarry are steeped in history and the Glengarry News has been the reporter of record for that history. This digitization process ensures the longevity of our shared records.

**IMPACT ON 2016 BUDGET:**

12. There will be no impact on the 2016 budget because of the re-allocation of funds which were initially set aside for MS 365.
13. Also, with MS 365 being an online platform with monthly user fees, this will have no negative impact in 2017 as it becomes an ongoing operational cost once initiated.
14. Given the flexibility in the Administrative – Equipment, Furniture, and Software budget, it is recommended that the entire \$14,000 be reallocated in 2016 for the digitization project.

**RECOMMENDATION:**

BE IT RESOLVED THAT Staff Report No.106-16 be received and that the Council of the Township of South Glengarry approves the \$14,000 for the Glengarry County Archivist to provide digitizing the back issues of the Glengarry News for 1892 – 1960.



A handwritten signature in black ink, appearing to read "Bryan Brown", is written over a horizontal line.

**Recommended to Council for  
Consideration by:  
BRYAN BROWN, CAO**



## **STAFF REPORT**

**S.R. No. 107-16**

**PREPARED BY:** Joanne Haley, GM- Community Services

**PREPARED FOR:** Council of South Glengarry

**COUNCIL DATE:** September 19, 2016

**SUBJECT:** Sapphire Estates Phase 5, Final Subdivision Approval and Subdivision and Development Agreements

### **BACKGROUND:**

Sapphire Estates is described as Part of Lots 33 & 34, Registered Plan 101 now designated as Lots 1 through 24 and Blocks 25, 26, 27, 28 & 29, in the Geographic Township of Charlottenburgh, Township of South Glengarry, County of Glengarry.

This is a subdivision that was originally draft plan approved by the Ministry of Municipal Affairs and Housing in the 1980's. To date the first 4 out of 5 phases have been registered. On October 27, 2011, the United Counties of Stormont, Dundas and Glengarry issued a revised draft plan of subdivision approval for Sapphire Estates Phase 5 consisting of 24 residential building lots. Since the draft plan approval, the developer has been working on clearing the draft plan conditions and fulfilling the requirements of the draft subdivision agreement. The Township's conditions for draft plan approval are as follows:

- 1) That the owner enters into a subdivision agreement with the Township of South Glengarry.
- 2) That the subdivision agreement between the owner and the Township of South Glengarry be registered against the land to which it applies once the plan of subdivision has been registered.
- 3) That the road allowances in this draft plan shall be dedicated as public highway.
- 4) That the streets shall be named to the satisfaction of the municipality.
- 5) That any dead ends and open sides of road allowances created by this draft plan shall be terminated in 0.3 meter reserves to be conveyed to, and held in trust by the municipality.
- 6) That the owner agrees in writing to satisfy all requirements, financial and otherwise, of the Township of South Glengarry concerning the roads, installation of services and drainage, in accordance with the Township's

- specifications and standards, all to the satisfaction of the Township and at the sole expense of the owner.
- 7) That the owner pay the Township of South Glengarry 5% of the value of Phase 5, of the subdivision, cash-in-lieu of parkland.
  - 8) That the subdivision agreement between the owner and the Township of South Glengarry indicate that such easements as may be required for utility purposes shall be granted to the appropriate authority.
  - 9) That prior to registration of the subdivision, the Township of South Glengarry shall be satisfied that the proposed plan of subdivision conforms with a Zoning By-law approved under the requirements of the Planning Act, with all possibility of appeal to the Ontario Municipal board exhausted. The Zoning By-law shall contain provisions that:
    - a) All development along Gray's Creek shall be set back a minimum of 30 metres from the top of bank
    - b) Site alteration and development is prohibited within the 1:100 year flood elevation of Gray's Creek. Site alteration includes activities such as fill, grading and excavation. The flood elevation for the subject area ranges between 50.51 m and 50.54 m. The 1:100 year geodetic flood elevations are noted on Gray's Creek Flood Risk Map 14 of 20.
  - 10) That prior to final approval, the developer shall have a professional engineer prepare a Storm Water Management Plan to be approved by the Raisin Region Conservation Authority and the Township of South Glengarry. The stormwater management design shall ensure compliance with the 2003 MOE Stormwater Management Planning and Design Manual, and the current Ministry of Natural Resources (MNR) guidelines. Generally, post-development flows must equal pre-development flows for all storms up to the 100-year event. Water quality guidelines require Normal Protection for Gray's Creek, meaning that the end-of-pipe storage volumes require a long-term average removal of 70% of suspended solids.
  - 11) That the subdivision agreement between the owner and the Township of South Glengarry indicates that any outlet to Gray's Creek (i.e. stormwater management pond) shall require a review and approval by the RRCA under O. Reg. 175/06, Alterations to Shorelines & Watercourses. Permit applications can be obtained at the RRCA.
  - 12) That prior to final approval, the developer shall have a professional engineer prepare a Lot Grading and Drainage Plan to be approved by the Raisin Region Conservation Authority and the Township of South Glengarry depicting the proposed building envelopes, existing contours, proposed contours, lot and road grading, as well as pre and post drainage schemes. In



- addition, and in order to provide evidence that the proposed development and site alterations are not within the 1:100 year flood elevation of Gray's Creek, the applicant shall provide geodetic elevations on the Lot Grading and Drainage Plan reflecting the existing site conditions and the 1:100 year floodplain.
- 13) That detailed sediment and erosion control plans shall be submitted to the Raisin Region Conservation Authority and the Township of South Glengarry for review and approval. The proposed sediment and erosion control devices shall be periodically checked to ensure proper functioning. The devices shall be maintained until the site has been re-established to pre conditions or better (i.e. vegetation).
  - 14) The Subdivision Agreement shall provide that the approved Stormwater Management Plan, the approved Lot Grading and Drainage Plan and the approved Sediment and Erosion Control Plans prepared by the developer shall be implemented.
  - 15) The Developer shall provide a Traffic Impact Study, to the satisfaction of the Township of South Glengarry, prepared by a Professional Transportation Engineer to address traffic flows, impacts on future adjacent developments and signage.
  - 16) A Geotechnical Report prepared by a Professional Geotechnical Engineer shall be prepared for the existing road, which was built without Municipal approvals, and is shown as Sapphire Drive on the draft plan. The Geotechnical Report shall be to the satisfaction of the Township of South Glengarry and shall address compaction, grades and material specifications while ensuring the road has been constructed to adequate standards.
  - 17) The owner shall include statements in the Subdivision Agreement with the municipality and in the Offer to Purchase and Sale Agreements with the prospective lot purchasers, in wording acceptable to the County Planner, advising:
    - a) that lots shall be made suitable for the installation of sewage systems prior to or at the building permit stage to the satisfaction of the Eastern Ontario Health Unit.
    - b) That all wells shall be located and constructed as recommended in the hydrogeological report prepared by Water and Earth Science Associates Ltd.
    - c) That all new wells should be sampled to determine sulphate, iron, hardness and sodium levels.

- d) That each application for approval of a private sewage system shall include a site plan and no structures, including swimming pools, shall be located within any primary and/or reserve tile bed area.
- 18) The Subdivision Agreement shall provide that the approved Storm Water Management Plan and the Lot Grading and Drainage Plan prepared by the developer shall be implemented.

**ANALYSIS:**

All of the conditions listed above have been either been fulfilled or included in the Subdivision or the Development Agreements attached hereto.

The developer is required to pay to the Township cash in lieu of Parkland which is a value of \$11,500.00 as determined by the appraisal firm Enns, MacEachern, Pace, Maloney & Associates Inc. The Developer is also required to provide financial security for Phase 5 which is a value of \$165,000.00. This conforms to the Township's Subdivision Design Guidelines as securities in the amount of 50% of the total construction and site works costs that are required.

A Development Agreement is required over and above the Subdivision Agreement as the required stormwater management pond is located outside the boundaries of the plan of subdivision. It is not uncommon to develop stormponds outside of the boundaries of a subdivision and to enter into a Development Agreement due to the year this subdivision was originally draft plan approved by the Ministry, as stormwater management ponds were not required until recent years.

The Ministry of Environment issued an Environmental Compliance Certificate for the Stormwater Management Pond on March 12, 2014. The pond is located on the abutting property to the west of Sapphire Estates Phase 5 and is owned by the spouse of the developer. The pond is considered to be part of the subdivision site works and must be constructed and implemented in advance of building permits being issued within Phase 5. The Development Agreement provides the developer until October 2017 to complete the construction of the pond. The pond must be maintained by the developer for a period of one year prior to transferring the ownership of the pond to the Township. The Development Agreement attached hereto is treated the same as site plan control. This development also requires securities in the value of \$5,000.00. You will note that securities are required to be filed with the Township to ensure that the pond is constructed and functioning prior to the release of part or all of the security.

WSP was retained by the Township to complete a Peer Review of the engineering of the proposed Phase 5 of Sapphire Estates. This review also included the stormwater management pond. The developer has revised the plans in accordance with the recommendation of the peer review and to be compliant with the Township's Subdivision Design Guidelines. According to Mr. MacDonald, GM- Infrastructure Services, all requirements have been met.



Upon receipt of all applicable information, clearance letters and plans, the United Counties Manager of Planner can issue final approval and will register the Subdivision Plan (MPlan). If Council approves the proposed resolution and accepts the agreements, a formal letter will be provided to the United Counties indicating that all South Glengarry conditions have been cleared and recommending they issue final subdivision approval

Prior to Signing the Agreements, the Developer shall:

- i) Deposit with the Township the required Securities and Proof of Insurance as outlined in the Agreement;
- i) Pay in full outstanding taxes, drainage and local improvement charges;
- iii) Pay in full the Cash in Lieu of Parkland.

**ALIGNMENT WITH STRATEGIC PLAN:** Enhance economic growth and prosperity

**IMPACT ON 2016 BUDGET:** N/A- All costs incurred for this development are charged back to the developer.

**RECOMMENDATION:**

BE IT RESOLVED THAT Staff Report No. 107-16 be received and that the Council of the Township of South Glengarry recommends to the Manager of Planning for the United Counties of SD&G to issue final approval of the Plan of Subdivision for Sapphire Estates Phase 5 and authorizes Administration to clear the Township of South Glengarry conditions.

BE IT RESOLVED THAT the Township of South Glengarry passed By-law 68-16 being a by-law to enter into a Subdivision Agreement between the Township of South Glengarry and Seaway Prestige Homes Ltd. be read a first, second and third time, passed, signed and sealed in Open Council this 19th day of September 2016.

BE IT RESOLVED THAT the Township of South Glengarry pass By-law No. 69-16 to enter into a Development Agreement between the Township of South Glengarry and Nada Chaouni be read a first, second and third time, passed, signed and sealed in open Council this 19th day of September 2016.

**Recommended to Council for  
Consideration by:  
BRYAN BROWN, CAO**



**SUBDIVISION**

**AGREEMENT**

**SEAWAY PRESTIGE HOMES LTD.**

**PREPARED BY:**

**TOWNSHIP OF SOUTH GLENGARRY  
Planning Department  
P.O. Box 220  
6 Oak Street  
Lancaster, Ontario  
K0C 1N0**

**TEL: 613-347-1166  
FAX: 613-347-3411  
WWW.SOUTHGLENGARRY.COM**

## SUBDIVISION AGREEMENT

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**TOWNSHIP OF SOUTH GLENGARRY**

**SUBDIVISION AGREEMENT**

THIS AGREEMENT made in QUADRUPLICATE on the \_\_\_\_\_ day of \_\_\_\_\_ 2016.

**BETWEEN:**

**SEAWAY PRESTIGE HOMES LTD.**

**hereinafter called the DEVELOPER  
of the FIRST PART**

**AND**

**THE CORPORATION OF THE  
TOWNSHIP OF SOUTH GLENGARRY**

**hereinafter called the TOWNSHIP  
of the SECOND PART**

**WHEREAS** the Developer is the owner of the land described in Schedule "A" to this Agreement and proposes to subdivide it for purpose of selling, conveying, or leasing it in lots, by reference to a registered plan of subdivision;

**AND WHEREAS** the Developer warrants that he is the registered owner of the lands and has applied to the United Counties of Stormont, Dundas and Glengarry hereinafter called the United Counties, for approval of a plan of subdivision, hereinafter called the Plan, which is annexed hereto as Schedule "B" to this Agreement;

**AND WHEREAS** the Developer represents that there are no mortgages against the Lands upon conveyance;

**AND WHEREAS** the Township requires the Developer to agree to construct and install certain works as hereinafter provided and herein referred to as the "Works" set out in Schedule "C" and to make financial arrangements with the Township for the installation and construction of required services before final approval of the Plan by the approval

authority of the day (The County Planner, The Corporation of the United Counties of Stormont, Dundas and Glengarry);

**AND WHEREAS** the Developer is required to dedicate for public purposes certain portions of the Lands or make a cash payment to the Township in lieu of dedicating such land in accordance with Schedule "F";

**AND WHEREAS** the word "Developer" where used in the Agreement includes an Individual, an Association, a Partnership, or a Corporation and wherever the singular is used herein it shall be construed as including the plural;

**AND WHEREAS** the Developer and the Township acknowledge that construction has commenced. Notwithstanding the commencement of construction, this Agreement shall be read and construed as if construction had not commenced. The Developer and the Township further agree and acknowledge that any pre-approvals given prior to the execution of this Agreement shall be subject to final approval under this Agreement and the Schedules attached hereto.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of other good and valuable consideration and the sum of Two Dollars (\$2.00) of lawful money of Canada, now paid by each of the parties hereto to each of the other parties hereto, (the receipt whereof is hereby acknowledged), the parties hereto hereby covenant, promise and agree with each other as follows:

**1. ORDER OF PROCEDURE**

- a) Upon Application to the Township for the Preparation of an Agreement, the Developer shall:
  - i) Submit the final engineering drawings and design calculations, including a drainage report and plan and phasing drawing for approval.
- b) Prior to Signing the Agreement, the Developer shall:
  - i) Deposit with the Township the required Securities and proof of Insurance as outlined in the Agreement;
  - ii) Pay in full outstanding taxes, drainage, and local improvement charges;
  - iii) Pay in full the Cash in Lieu of Parkland;
  - iv) Secure final approval of engineering drawings and design calculations including a design brief, a drainage report and plan, as well as a Stormwater Management report and plan.
- c) Prior to Starting Construction on the Infrastructure in the Subdivision, the Developer shall:

- i) Have obtained final approval of the Plan from the County Planner of the Corporation of the United Counties of Stormont, Dundas and Glengarry and have obtained Registration of the Plan by the United Counties.
- d) Prior to the Issuance of Building Permits, the Developer shall:
  - i) Have complied with all the requirements of Clause 38.

## **2. ATTACHED SCHEDULES**

The following Schedules are attached to and form part of this subdivision agreement:

<b>SCHEDULE "A"</b>	<b>Description of Lands being Subdivided</b>
<b>SCHEDULE "B"</b>	<b>Plan of Subdivision</b>
<b>SCHEDULE "C"</b>	<b>Works to be Provided</b>
<b>SCHEDULE "D"</b>	<b>Estimated Cost of the Works</b>
<b>SCHEDULE "E"</b>	<b>List of Easements to be Granted to the Township &amp; Agencies</b>
<b>SCHEDULE "F"</b>	<b>Parkland</b>
<b>SCHEDULE "G"</b>	<b>Declaration of Progress and Completion</b>
<b>SCHEDULE "H"</b>	<b>Design and Construction Drawings</b>
<b>SCHEDULE "I"</b>	<b>Street Name and Traffic Sign Requirements</b>
<b>SCHEDULE "J"</b>	<b>Certificate of Lot Grading</b>
<b>SCHEDULE "K"</b>	<b>Required Wording of Letter of Credit</b>
<b>SCHEDULE "L"</b>	<b>Required Wording of Surety Bond</b>
<b>SCHEDULE "M"</b>	<b>Required Wording of Certificate of Liability Insurance</b>

## **3. TOWNSHIP'S LEGAL, PLANNING AND ENGINEERING COSTS**

The Developer agrees to pay to the Township the cost of the Township's Engineer for peer review, supervision and inspection on behalf of the Township. Further, as accounts are received from the Township's lawyer, planner and engineer they will be paid by the Township and then submitted to the Developer for reimbursement. The developer acknowledges that pre-engineering fees are in addition to any cost incurred by the Township's Engineer in relation to time and materials.

Interest on any outstanding amounts required to be paid pursuant to this clause or elsewhere in this Agreement shall be calculated in accordance with By-Law 16-09 approved by Township Council on May 25, 2009, being a rate of 1.25% per month compounded monthly after default.

## **4. DEVELOPER'S CONSULTING ENGINEER**

The Developer shall employ engineers registered and in good standing with the Association of Professional Engineers of Ontario, or other competent persons:

- a) to prepare designs;



- b) to prepare and furnish all required drawings;
- c) to prepare the necessary contract(s);
- d) to obtain the necessary approvals in conjunction with the Township and the Ministry of the Environment;
- e) to provide the field layout, the contract administration and the full time supervision of construction;
- f) to maintain all records of construction and upon completion to advise the Township of all construction changes and to prepare final "As Constructed" drawings both hard copy and electronically;
- g) to act as the Developer's representative in all matters pertaining to the construction;
- h) to provide co-ordination and scheduling to comply with the timing provisions of this Agreement and the requirements of the Township, for all the works specified in this Agreement;

The Developer shall have competent engineering personnel on site at all times during the period of construction to supervise and lay out the work. Should it be found that such personnel are not on site or are incompetent in the performance of their duties, in the sole opinion of the Township, the Township may order all work in the project to be stopped.

**5. WORKS TO BE PROVIDED**

The works to be installed are set out in Schedule "C" to this Agreement. This schedule is to set out the works in general terms only and shall not be construed as covering all items in detail. The engineering standards that are to apply to works are to be obtained from the Township. Generally, the works shall be in accordance with Township Standards that will follow the Ontario Provincial Standard Specifications and Ontario Provincial Standard Drawings that are applicable to the proposed works. If at any time and from time to time during the development of the subdivision, the Township is of the opinion that additional works are necessary to provide adequately any of the public services required by the Plan, the Developer shall construct, install or perform such additional works at the request of the Township.

**6. APPROVAL OF PLANS**

The Developer and the Engineers employed by him shall have the plans and specifications for the works approved by the Township in advance of the commencement of said works.

**7. NOTIFICATION OF COMMENCEMENT AND COMPLETION**

The Developer shall not commence the construction of any of the works until the Plan has been registered and the Developer has provided 48 hours written notice to the Township of his intent to commence work. It is the intent of this Agreement that the works be performed expeditiously and continuously, in accordance with the Declaration of Progress and Completion as required under Clause 8 of this Agreement, unless extended by the Township.

**8. DECLARATION OF PROGRESS AND COMPLETION**

At the time of signing the Agreement the Developer shall complete Schedule "G" - Declaration of Progress and Completion which provides the Township with an undertaking for the completion dates of all works required by this Agreement. Any completion dates contemplated herein on Schedule "G" shall have no effect provided the Developer is not prevented from complying with the completion dates by some act of the Township, strikes, weather conditions and without limiting the generality of the foregoing, any other contingency over which the Developer has no control.

**9. CONSTRUCTION OF WORKS**

Following the registration of the Plan, the Developer shall cause to be constructed all requisite works, in order to provide the required work to the lots and building blocks within the Plan.

**10. INSPECTION OF CONSTRUCTION**

During construction of the works the Township may inspect the work at hand at such times and with such duration and frequency as the nature of the type of construction may dictate. Subject to the obligations of the Township Engineer to protect the interests of the Township through such inspections, every effort will be made to keep duplication of engineering services on site to a minimum. If during such inspections the Township Engineer perceives that construction, whether by method or otherwise, constitutes an immediate danger to life or property, or construction does not conform to acceptable practice in order to meet the requirements for services, he will have the authority to cease construction operations by verbal notice to the contractor and/or the Developer's Engineer, such notice to be confirmed in writing as soon as possible thereafter. A copy of this clause shall be delivered by the Developer to each and every contractor engaged in construction of services for the Subdivision.

**11. QUALITATIVE AND QUANTITATIVE TESTS**

The Township may perform or cause to have performed any qualitative or quantitative test of any of the materials which have been or are proposed to be used in the construction of any of the works required by this Agreement. Additionally, the Township may require such soil tests to be carried out as he may deem necessary. The Developer shall be responsible for the payment of the cost of all such tests reasonably required by the Township hereunder. Upon the completion of such tests and the obtaining of the reports for such tests, the Township will invoice the Developer for the costs of same and the Developer shall be responsible to pay said invoice within 30 days of the date of the invoice.

**12. VOIDING AGREEMENT**

In the event that the Plan of Subdivision is not registered within one year from the date of signing this agreement, or if the Developer has not commenced

construction within 18 months from signing the Township may, at its option, and on 30 days notice to the Developer declare this Agreement to be null and void and of no further effect. The refund of any fees, levies or other charges paid by the developer shall be in the sole discretion of the Township and the Developer acknowledges that under no circumstances will interest be paid on any refund.

**13. DEVELOPER'S EXPENSE**

Every provision of this Agreement by which the Developer is obligated in any way shall be deemed to include the words "at the expense of the Developer" unless specifically stated otherwise.

**14. SECURITIES**

The Township has established a policy that for rural Subdivisions (privately serviced), the security requirement is 50% of the value of the works. The process to release the securities is set out in Schedule "D" to this Agreement.

**15. FINANCIAL SECURITY FOR PERFORMANCE OF WORKS**

Before this Agreement is executed by the Township, the Developer shall deposit with the Township a sufficient sum in either cash, an irrevocable Letter of Credit or a Surety Bond that is in a format acceptable to the Treasurer, all of which will be referred to herein as the "financial security". The amount of the financial security will be sufficient to meet the financial requirements of this Agreement, based on the estimated cost of the work as outlined in the attached Schedule "D" to this Agreement. The Developer shall deposit with the Township the financial security required before commencing construction of any of the said works.

If the Owner satisfies the provisions of this clause by depositing an irrevocable letter of credit or Surety Bond with the Township and such letter of credit or Surety Bond contains an expiry or termination date, the following provisions shall also apply:

- a) The Letter of Credit or Surety Bond shall be in the format indicated on Schedule "K" or Schedule "L" to this Agreement.
- b) It shall be a condition of the Letter of Credit or Surety Bond that it be renewed automatically, without amendment.
- c) If such letter of credit or surety bond contains an expiry or termination date, then until the final acceptance of the work by the Township, the Letter of Credit or surety bond shall be renewed automatically in the same manner as provided in sub clause (b) hereof until the final acceptance of the works by the Township Engineer and the Council of the Township.
- d) If the Developer fails to deposit a new letter of credit or surety bond as required under sub clause (b) and (c) hereof, such failure shall be deemed to be a breach of this Agreement by the Developer, and the Township, without notice to the Developer, may call upon the whole or any part of the



existing letter of credit or surety bond notwithstanding anything herein otherwise contained. Any amount received by the Township shall be held by the Township in the same manner as if it had originally been cash deposited under the provisions of this clause.

## 16. RELEASE OF FINANCIAL SECURITY

Securities will be released on the following basis:

Scope of Works Completed	Portion of Security Released
<b>Roads</b>	
• Initial acceptance by the Township upon completion of base course asphalt	65%
• Secondary acceptance by the Township upon completion of top course asphalt	20%
• Completion of maintenance and warranty obligations	15%
<b>Other Works- Site Works</b>	
• Preliminary acceptance by the Township	85%
• Completion of maintenance and warranty obligations	15%

- a) Upon preliminary approval of the road constructed to base course asphalt in the subdivision and associated drainage works by the Township, the Township may permit a reduction of the financial security relating to the construction of the said work by up to sixty-five (65%) percent. The preliminary approval of such stage in the construction of the work shall be dated as of the date of the Developer's application for preliminary approval thereof.
- b) Upon the second preliminary approval by the Township of the top course asphalt placed on the road in the subdivision, the Township may permit a further reduction in the financial security relating to such work by up to a further twenty (20%) percent. It is understood and agreed by the Developer that the Township may continue to hold the remaining fifteen (15%) percent of the financial security for a minimum of one year, until the Developer's warranty and maintenance obligations stipulated in this Agreement relating to the said work have been discharged, the said work has been granted final acceptance by the Township and as built drawings have been provided. The preliminary approval of this stage of work shall be dated as of the date of the Developer's application for approval thereof.
- c) Upon preliminary acceptance of all other works (e.g. grading, drainage and site works) by the Township (other than roads), the Township may permit a

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reduction in the financial security relating to such other works by up to eighty-five (85%) percent. The preliminary approval of such works or part thereof shall be dated as of the date of the Developer's application for approval thereof. It is understood that the remaining fifteen (15%) percent of the financial security relating to such other works shall be held by the Township for a minimum of one year to cover the Developer's warranty and maintenance obligations stipulated in this Agreement with respect to such works. Such warranty and maintenance obligations relating to such works (other than roads) shall continue until the said works have been finally accepted by the Township and until as built drawings are provided.

- d) After having first notified the Developer, the Township may at any time authorize the use of the whole or part of the amount of the financial security referred to in Clause 14 hereof to pay the cost of any work that the Township deems necessary to rectify default by the Developer or its assignees, or to pay the cost of any matter for which the Developer is liable under this Agreement, whether such cost is in relation to construction or installation of any works or service or any defects or required maintenance.
- e) The Developer covenants and agrees to restore to the satisfaction of the Township, any faulty workmanship or materials used in construction of the Works outlined in Schedule "C" or any damage done by the Developer or its successors or assigns or by its or their employees, contractors or agents during construction of the said works or buildings. Such responsibility for restoration shall continue until the said works have been finally accepted by the Township.
- f) Upon final acceptance of the said work by the Township, the Developer shall be entitled to have released to it by the Township all financial security then held by the Township under this Agreement.
- g) The Developer agrees that the Township may enforce, as the Developer's attorney, any Performance Bond or Letter of Credit or Surety Bond given by any contractor to the Developer under any agreement with such contractor for the construction of any of the Works, provided that this shall not constitute any assignment of such security. Where the Township deems that there has been default by such contractor, the Township shall notify the Developer and the Developer shall proceed to enforce its said security within seven (7) days or within such further time as the Township may allow, failing which the Township may proceed to enforce such security as the Developer's attorney and at the Developer's expense.
- h) The Developer covenants that it will comply with all financial requirements provided in this agreement.

**17. CONSTRUCTION LIENS - CONSTRUCTION LIEN ACT, R.S.O. 1990**

- a) The Developer agrees that it will hold back from its payments to any contractor who may construct any works (including roads) such sums as are required in accordance with the *Construction Lien Act*, R.S.O. 1990, Chapter C. 30, and will otherwise indemnify and save harmless the

Township against any claims, actions or demands for construction liens or otherwise in connection with the works and all costs in connection with same, and on demand of the Township, shall forthwith take steps to discharge immediately all liens on the services. It is mutually understood by the parties hereto that this clause is not intended to affect or derogate from whatever rights the Developer may have to defend any claim, action or demand for construction liens in connection with the aforesaid works.

**18. ACCEPTANCE OF WORKS**

- a) Before applying for final acceptance of any of the works or any part thereof, the Developer shall submit to the Township the following:
  - i) A written request for acceptance.
  - ii) A Statutory Declaration that all accounts for work and materials have been paid except normal guarantee hold-backs, and that there are no claims for liens in connection with such work done or material supplied for or on behalf of the Owner.
  - iii) A certificate from the Developer's Engineer stating that he has been engaged for complete general construction supervision of all services, and that the works have been constructed and installed in accordance with Township specifications, standards and requirements and in accordance with the approved designs of the works.
  - iv) "As-built" drawings of the Works in both hard copy and electronically

The performance by the Developer of its obligations under this Agreement to the satisfaction of the Township shall be a condition precedent to the final acceptance by the Township of the said works and final release of financial security to the Developer.

When the Township is satisfied:

- a) that the works; or portions thereof, as set out in this Agreement, or any part thereof, have been completed in accordance with this Agreement;
- b) that the Township standards, specifications and requirements at the time of installation of the works have been satisfied;
- c) that the Township accounts have been paid, and;
- d) that all maintenance requirements are met,

The Township General Manager of Infrastructure Services shall forthwith present a report to the Council of the Township stating that all the work or any part thereof has been completed satisfactorily. The General Manager shall present his report in writing to Council within a period of thirty (30) days after being requested to do so in writing by the Developer. Acceptance of any of the works or any part thereof shall be evidenced by Resolution of Council, which shall be passed within thirty (30) days of the receipt of the Township's report. Such Resolution shall state that

the Township has accepted the said works. Upon the said Resolution being passed, the ownership of the works shall vest in the Township and the Developer shall have no claim or rights thereto other than those accruing to it as owner of the lands abutting on the street upon which the works are installed.

The Developer shall not place the top course of asphalt prior to final acceptance of all site works (grading, drainage, ditching, seeding).

The Developer undertakes and agrees that it will, not earlier than thirty (30) days before acceptance of the roads by the Township, file with the Township a certificate signed by a registered Ontario Land Surveyor to the effect that such Surveyor has found or replaced all standard iron bars or monuments shown on the registered plan of subdivision and the Township shall not be obligated to accept such roads as being completed in accordance with this Agreement until such certificate has been filed.

#### **19. PROGRESS OF WORK**

Prior to signing the Agreement, the Developer must complete Schedule "G" the Declaration of Progress and Completion. The Developer shall install all works in accordance with the Schedule "H" or as directed by the Township Engineer. If the Developer fails to do so, or having commenced to install the aforesaid works, fails or neglects to proceed with reasonable speed, or in the event that the aforesaid works are not being installed in the manner required by the Township Engineer, then upon the Township Engineer giving seven (7) days written notice by prepaid registered mail to the Developer, the Township Engineer may without further notice enter upon the said lands and proceed to supply all materials and do all the necessary works in connection with the installation of the said works, including the repair or reconstruction of faulty work and the replacement of material not in accordance with the specifications, and to charge the cost thereof together with an engineering fee of thirty-five percent (35%) of the cost of such materials and works to the Developer who shall forthwith pay the same upon demand.

If the Developer fails to pay the Township within thirty (30) days of the date of the bill, the amount owing may be deducted from the financial security held by the Township.

The top course of asphalt will not be placed until written permission is given by the Township.

In the event the Township needs to exercise its rights to enter onto land as outlined in this clause it is understood and agreed between the parties hereto that such entry upon the lands shall be as agent for the Developer and shall not be deemed for any purpose whatsoever, as an acceptance or assumption of the said works by the Township. The Township, in addition to all other remedies it may have, may refuse to issue building permits until such works are completely installed in accordance with the requirements of the terms of this Agreement. It is agreed that a copy of this clause shall be delivered by the Developer to each and every builder obtaining a building permit for any lot or part of a lot on the said plan.



**20. CONTRACTOR**

The said works shall be installed by a contractor or contractors retained by the Developer and approved in writing by the Township, said approval not to be unreasonably withheld.

**21. MAINTENANCE OF WORKS**

The Owner covenants and agrees to restore to the satisfaction of the Township Engineer any faulty workmanship or materials used in construction of the works outlined in Schedule "C" or any damage done by the Owner or its successors or assigns or by its or their employees, contractors or agents during construction of the said works. Such responsibility for restoration shall continue until the date of final acceptance of the works by the Township.

**22. USE OF WORKS BY TOWNSHIP**

- a) The Developer agrees that:
  - The works may be used prior to acceptance, by the Township or other authorized persons for the purposes for which such works are designed.
  - i) Such use shall not be deemed as acceptance of the works by the Township, and
  - ii) Such use shall not in any way relieve the Developer of his obligations in respect of the construction and maintenance of the works so used.
- b) The Township agrees to reinstate any works damaged by it as a result of acts of negligence on the part of the Township.

**23. WINTER ROAD MAINTENANCE**

Prior to the "Acceptance of Works" (Clause 18) and subject to Clause 16, the Developer shall be responsible for all winter road maintenance within the subdivision. In the event that proper vehicular access or snow removal is not provided by the Developer, the Township may, through its servants, contractors or agents provide access and remove snow without notice to the Developer. Such removal of snow shall be only carried out at times deemed to be an emergency by the Township Road Supervisor. All costs to such works shall be paid by the Developer within thirty (30) days of the date of billing or otherwise may be deducted from the financial security.

The Developer further agrees that any work done by the Township pursuant to this contract before the roads are accepted by the Township, shall not be deemed in any way, to be an acceptance by the Township of the roads in the said subdivision upon which such work is done.

The Developer acknowledges that the Township whilst providing access by

removing snow may damage or interfere with the works of the Developer and cause damage to such works. The Developer hereby waives all claims against the Township that it might have arising there from and covenants that it will make no claim against the Township for such interference or damage, providing the work is carried out in a normal and reasonable manner.

**24. EMERGENCY REPAIRS**

Employees or agents of the Township may enter onto the lands at any time or from time to time for the purpose of making emergency repairs to any of the works. Such entry and repairing shall not be deemed an acceptance of the works by the Township or an assumption by the Township of any liability in connection therewith or a release of the Developer from any of his obligations under this Agreement.

**25. DEVELOPER'S LIABILITIES**

Until the Township's Final Acceptance of the works, the Developer covenants and agrees to indemnify, defend, release and save harmless the Township against all losses, claims, including charges, damages and expenses, which the Township may at any time or times bear, sustain, or suffer by reason or on account of breach of this Agreement by the Developer and the Developer will, upon demand by the Township, at its sole risk and expense, defend any and all suits, actions or other legal proceedings which may be brought or instituted by third parties against the Township on any such claim, demand or cause of action, and will pay or satisfy any judgement or decree which may be rendered against the Township in any such suit, action or legal proceeding, and will reimburse the Township for any and all reasonable legal expenses on a solicitor-client basis incurred in connection therewith.

**26. INSURANCE**

The Developer shall insure against all damages or claims for damage with an Insurance Company satisfactory to the Township Clerk. Such policy or policies shall be issued in the joint names of the Developer, the Township, the Township Engineer and the form and content shall be subject to the approval of the Township. The policy shall remain in the custody of the Township during the life of this Agreement. The minimum limits of such policies shall be \$5,000,000 all-inclusive but the Township shall have the right to set higher amounts. The policy shall be in effect for the period of this Agreement including the period of guaranteed maintenance. The issuance of such a policy of insurance shall not be construed as relieving the Developer from responsibility for other or larger claims, if any, for which he may be held responsible.

It shall be a condition of the insurance policy or policies that it be renewed automatically, without amendment, for the life of this agreement. If such policy or policies contains an expiry or termination date, then until the final acceptance of the work by the Township, the insurance policy or policies shall be renewed automatically until the final acceptance of the works by the Township Engineer

and the Council of the Township.

The Township may ask at any time for proof that the required insurance is in effect. If within 24 hours the Developer cannot produce such proof, to the sole satisfaction of the Township, the Developer agrees that the Township may draw upon the securities to purchase the required insurance and that the Township shall not be required to reimburse the Developer for these costs.

**27. UTILITY COSTS AND CHARGES**

The Developer shall deal directly with the appropriate Hydro Commission and all other Utility commissions and companies. He or his Consulting Engineer shall obtain all approvals and permits and pay all fees and charges directly to the Utility.

**28. BLASTING**

Before the Developer proceeds with any blasting the Developer shall obtain from the Township Engineer written permission for carrying out the blasting operation.

**29. ACCESS ROADS**

Prior to commencement of any works, the Developer and the Township shall inspect all access roads in order to determine the conditions thereof. All access roads must be maintained by the Developer in the same condition or conditions as established by such inspection in a manner acceptable to the Township Engineer during the time of construction and no roadway outside the limits of the proposed subdivision may be closed without the written consent of the Township Roads Superintendent. For the purposes of getting such consent, the Developer shall advise the Township Engineer of the date and time they wish to close a roadway.

**30. DAMAGE TO EXISTING PLANTS**

The Developer shall repair any damages caused to any existing road, or existing structure or plant located on the road allowance as a result of the subdivision development and shall pay for any costs involved in the relocation of existing works which may become necessary because of the development of the subdivision.

**31. DUST CONTROL**

The Developer shall apply dust suppressant to the roads in quantities sufficient to prevent any dust problems to traffic or home occupants at such times and in such amounts as deemed necessary by the Township.

### **32. DRAINAGE AND LOT GRADING**

All lots and blocks within the Plan and all lands abutting the Plan shall be graded to drain in accordance with the overall grading plan, stormwater management plan as well as the sediment and erosion control plan as approved by the Township. Some fill and re-grading of lots may be necessary during or after building construction.

It is understood and agreed by the parties hereto that drainage of surface water on the Lots and Blocks on the Plan is the sole responsibility of the respective owners once the required drainage works have been constructed by the Developer.

The Developer agrees to deliver a copy of this clause to each and every prospective purchaser and/or builder obtaining a building permit for any Lot or part of a Lot on the said Plan of Subdivision.

In addition, the Developer agrees to incorporate into all contracts of purchase and sale for any lot or block on the Plan and in the Transfer of any lot or block on the Plan, the following provisions so that they shall be covenants running with and for the benefit of the lands within the Subdivision:

- i) "For the benefit of all lands within this Plan of Subdivision and including all the lands dedicated to the Township for Municipal streets and parks within this Plan of Subdivision, the purchaser, for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees that he will not interfere with any drains established on the said lands, except in accordance with the established Grade Control Plan without the prior written consent of the Township Engineer;
- ii) The Township may at any time enter upon the lands for the purposes of inspection or restoration of the established Grade Control Plan and the cost of the Township in performing any restoration work shall be paid to the Township by the Owner of the lands upon which such restoration work was performed, within thirty (30) days of demand therefore by the Township and failing payment as aforesaid the cost shall be deemed as taxes and collected in like manner as Municipal taxes. The express intent of this covenant is that same shall run with the lands and will benefit all lands within the subdivision by providing proper and adequate drainage."

The Grade Control Plan may be amended from time to time by the Developer upon first receiving written approval from the Township Engineer and such approval shall not be withheld except for sound engineering reasons. All surface drainage shall be directed in accordance with the approved Grade Control Plan. In all cases the Owner shall, at its own expense, maintain sufficient interim drainage and outlets to provide adequate drainage until pavement has been constructed and accepted by the Township. This shall include the installation and removal of culverts when required by Township.

The Developer for itself and its successors in title covenants and agrees to provide to the Township a certificate from a professional Engineer verifying that the "As Built" grades of any completed unit constructed in the subdivision complies in all



respects with the approved grade control plan for the subdivision and the detailed lot drainage plan. The filing of such certificate shall be a condition precedent to the release of any performance deposit paid to the Township upon the issuance of a building permit. The form of such certificate is stipulated in Schedule "J".

**33. INTERIM GRADING OF LOTS**

The Developer for itself, its successors and assignees undertakes and agrees that prior to seeking final acceptance of roads within the subdivision, all abutting lots and open lands upon which construction has not been commenced will be filled and graded as necessary to provide positive drainage and maintained at the Developer's expense provided, however, that if any lot or open land was used as a dump site or if after the filling and grading of any lot or open land there shall remain exposed any building material or other debris other than native material the said lot or open space shall be top soiled, seeded and maintained at the Developer's expense. Where the ownership of such lots or open spaces has been transferred to a purchaser or transferee, the Developer covenants and agrees to ensure the enforcement of the requirements of this Clause by way of condition in such Transfer of Agreement of Purchase and Sale.

**34. LANDS FOR MUNICIPAL PURPOSES**

The Developer agrees to grant in fee simple unto the Township, lands for municipal purposes other than roads, which shall be mutually agreed upon by the Owner and the Township or to make a cash payment in lieu thereof as provided by the *Planning Act*, R.S.O. 1990, c. P.13, and also to convey to the Township in fee simple, the one foot reserves required by the Township. Prior to the Township signing this Agreement, all deeds shall be executed and delivered to the Township. The deeds for the said lands are to be approved by the Township's Solicitor and thereafter, forthwith registered and deposited with the Clerk of the Township. The Developer shall pay the cost for preparation and registration of the said deeds.

**35. CONSTRUCTION REFUSE**

All construction refuse and debris from the subdivision must be disposed of in an orderly and sanitary fashion in a dumping area provided by the Developer and approved by the Township and the Ontario Ministry of the Environment and Climate Change off the site of the subdivision. The Township is not responsible for the removal or disposal or refuse and debris but may give the Developer permission to use the Township Landfill where Tipping Fees are in effect. The Developer agrees to deliver a copy of this Clause to each and every builder obtaining a building permit for any lot or part of a lot on the said Plan of Subdivision.

**36. LEGAL NOTICE TO DEVELOPER**

Any notice required to be given hereunder may be given by registered mail addressed to the Developer at his principal place of business and shall be deemed

to have been received five (5) days following mailing. Notices may also be hand delivered and shall be effective upon receipt.

**37. REGISTRATION**

The Developer consents to the registration of the Subdivision Agreement by the Township and at the sole discretion of the Township upon the title to the lands in accordance with section 71 of the *Land Titles Act*.

**38. REQUIREMENTS FOR BUILDING PERMITS**

The approval of the plan by the Township or the acceptance by the Township of the works shall not be deemed to have given any assurance that the Municipal building permits, when applied for, will be issued in respect of the lots or blocks shown on the plan.

Notwithstanding the foregoing, the Developer covenants and agrees that it will not apply for, nor will anyone claiming title from it, under it or under its authority apply for one or more building permits to construct any building or other structure of any sort on any lot or lots in the said subdivision until:

- i) All relevant development charges have been paid.
- ii) All roads in the subdivision have been connected to a Township street.
- iii) The whole of such portion of the mass earth moving or general grading as required by good engineering practice has been completed to the satisfaction of the Township Engineer.
- iv) Roads to granular base stage and drainage works including, stormwater management pond, top soiling and hydro seeding are complete and preliminarily approved.
- v) A grading plan of each individual lot for which a building permit is sought has been submitted and approved by the Township.
- vi) Utilities (i.e. Bell, Hydro, Gas, Cable and Lighting) have been installed and lots are ready for service.

**39. EASEMENTS**

The Developer agrees to grant at his expense all such easements and rights-of-way as may be required for the installation and supply of services to the subdivision. Prior to the Township signing this Agreement, all easements shall be executed and delivered to the Township in a form approved by the Township's solicitor. A list of easements and rights-of-way to be granted to the Township and agencies shall be set out in Schedule "E" of this Agreement.

**40. LOT LEVIES AND DRAINAGE AND LOCAL IMPROVEMENT CHARGES**

- (a) The Developer agrees to pay for all arrears of taxes outstanding against the property herein described before the approval of the said plan is obtained. The Developer further undertakes and agrees to pay all taxes levied on the said lands on the basis and in accordance with assessment and collector's roll entries until such time as the lands herein being subdivided have been assessed and entered on the Collector's Roll according to the Registered Plan.
- (b) Before the plan is approved, the Developer agrees to commute and pay all charges made with respect to the *Drainage Act*, R.S.O. 1990, Chapter D.17 and the *Municipal Act, 2001*, .S.O. 2001, Chapter 25 , which are assessed against the property on the said Plan of Subdivision.
- (c) Before the plan is approved the Developer agrees to commute and pay the Township's share of any charges made under the *Drainage Act* and the *Municipal Act, 2001* as present serving this property and assessed against it.

**41. PLEDGE OF TITLE TO LANDS**

The Developer hereby charges and pledges, as security for such levy payments and service charges, all its right, title and interest in those parts of the lands shown as numbered and/or lettered Lots and Blocks on the Plan and agrees that this Agreement may be registered against the lands and it is agreed that such payments and costs shall be a lien against the lands.

**42. HYDRO ELECTRIC**

Prior to the Township releasing this proposed Plan for registration the Developer shall provide the Township with a letter from the Hydro Electric authority having jurisdiction in the Township stating that the Developer has entered into a satisfactory agreement with them with respect to the costs of installing services.

The Developer acknowledges and accepts that any relocation of Hydro' low voltage transmission line shall be at this expense.

**43. FIRE PROTECTION**

The Developer may be directed to provide a water storage reservoir and/or direct access to a water source for the purpose of fighting fires as deemed necessary by the Township.

**44. SPECIAL PROVISIONS**



The following Special Provisions are set out in accordance with Conditions of Draft Approval.

- a) All development along Gray's Creek shall be set back a minimum of 30 metres from the top of bank (this pertains to lots 11 through to 15 as per approved Draft Plan of Subdivision approval dated October 27, 2011)
- b) Site alteration and development is prohibited within the 1:100 year flood elevation of Gray's Creek. Site alteration includes activities such as fill, grading and excavation. The flood elevation for the subject area ranges between 50.51 m and 50.54 m. The 1:100 year geodetic flood elevations are noted on Gray's Creek Flood Risk Map 14 of 20. (this pertains to lots 11 through to 15 as per approved Draft Plan of Subdivision approval dated October 27, 2011)
- c) Any outlet to Grays Creek (i.e. stormwater management pond) shall require a review and approval by the Raisin Region Conservation Authority under Ontario Regulation 175/06 – Alterations to shorelines and Watercourses.

The following statements shall be included in all Offer to Purchase and Sale Agreements:

- d) The lots shall be made suitable for the installation of sewage systems prior to or at the building permit stage to the satisfaction of the Township.
- e) That all wells shall be located and constructed as recommended in the hydrogeological report prepared by Water and earth Science Associates Ltd.
- f) That all new wells should be sampled to determine sulphate, iron, hardness and sodium levels.
- g) That each application for approval of a private sewage system shall include a site plan and no structures, including swimming pools, shall be located within any primary and reserve tile bed area.

#### **45. DEFAULT PROVISIONS**

Notwithstanding anything hereinbefore contained in this Agreement, when the Developer is deemed by the Township to be in default of this Agreement, the Township reserves the right to use the financial security to recover costs incurred by the Township and/or to restrict building and/or occupancy permits. Liquidated damages can only be used in contracts where the parties make an effort to agree on the actual losses in the event of a breach. It must be a true estimate of the parties made in advance. It would not apply here.

#### **46. NO FETTERING OF DISCRETION**

Notwithstanding any other provisions of this Agreement, the Parties hereto agree that none of the provisions of this Agreement is intended to operate, nor shall have the effect of operating, in any way to fetter either the Municipal Council which authorized the execution of this Agreement or any of its successor councils in the exercise of any discretionary powers, duties or authorities.

#### **47. SUCCESSORS AND ASSIGNS**

It is hereby agreed that this Agreement shall be enforceable by and against the parties hereto, their heirs, executors, administrators, successors, and assigns and that the Agreement and all of the covenants of the Developer herein contained shall run with the Lands.

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

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement.

**SIGNED, SEALED AND DELIVERED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2016**

_____	} SEAWAY PRESTIGE HOMES LTD.
	} Per: Naoufel Echaouni
	} I have authority to bind the corporation
	}
	}
	}
	}
	} THE CORPORATION OF THE
	} TOWNSHIP OF SOUTH GLENGARRY
	}
	}
	}
_____	} MAYOR IAN MCLEOD
	}
	}
	}
	}
_____	} CLERK MARILYN LEBRUN

**SCHEDULE "A" OF SUBDIVISION AGREEMENT**

**NOTE:** It is understood and agreed that this Schedule forms part of the Township of South Glengarry Subdivision Agreement.

**DESCRIPTION OF LANDS BEING SUBDIVIDED**

Part of Lots 33 & 34, Registered Plan 101 now designated as Lots 1 through 24 and Blocks 25, 26, 27, 28 & 29, in the Geographic Township of Charlottenburgh, Township of South Glengarry, County of Glengarry.

**SCHEDULE "B" OF SUBDIVISION AGREEMENT**

**NOTE:** It is understood and agreed that this Schedule forms part of the Township of South Glengarry Subdivision Agreement.

**PLAN OF SUBDIVISION**

See Registered Plan #\_\_\_\_ attached hereto.

**SCHEDULE "C" OF SUBDIVISION AGREEMENT**

**NOTE:** It is understood and agreed that this Schedule forms part of the Township of South Glengarry Subdivision Agreement.

**WORKS TO BE PROVIDED**

- a) Roads, grading, drainage, ditching, seeding and pavement;
- b) Street name signs and traffic signs to be supplied by the developer and erected by the Township;
- c) Hydro service- as per composite utility plan
- d) Street Lighting- as per composite utility plan
- e) Telephone service- as per composite utility plan
- f) Gas service- as per composite utility plan
- g) Cable Service- as per composite utility plan
- h) All necessary roadway ditches, seeding, outlet ditches, drainage swales;
- i) Ontario Land Surveyor Certification;
- j) As-built plans (hard and electronic copy);



**SCHEDULE "D" OF SUBDIVISION AGREEMENT**

**NOTE:** It is understood and agreed that this Schedule forms part of the Township of South Glengarry Subdivision Agreement

**ESTIMATED COST OF THE WORKS**

<b>Scope of Works Completed</b>	<b>Portion of Security Released</b>
<b>Roads</b>	
• Initial acceptance by the Township upon completion of base course asphalt	65%
• Secondary acceptance by the Township upon completion of top course asphalt	20%
• Completion of maintenance and warranty obligations	15%

**Roads****Costs \$**

- To excavate and remove all chunks of asphalt from existing Sapphire Drive as per SLT report
- To excavate for subgrade and ditching for Winchester, River drive and Sapphire Drive
- To supply and place 300mm of granular B and 150mm of granular A
- To fine grade and compact all crushed stone ready for paving
- To form pour and strip 54m of mountable curbs
- To pave roads with 50mm HI8 and 40mm HI3 7m width including 2 turning basins
- To supply and install 15m of 450mm Csp
- To supply and install 15m of 600mm Csp
- To supply and install 18m of 750mm Csp

**Sub-Total****\$285,000.00**

<b>Scope of Works Completed</b>	<b>Portion of Security Released</b>
<b>Other Works- Site Works</b>	
• Preliminary acceptance by the Township	85%
• Completion of maintenance and warranty obligations	15%

**Site Works****Costs \$**

- To construct all drainage swales and ditches as per drawings
- To topsoil all swales and ditches as per drawings

**Sub- Total****\$45,000.00****Total****\$330,000.00**

In accordance with Clause 14 and 15 of the Agreement, the Letter of Credit or Surety bond for 50% of the value of the estimated cost of the works shall be deposited with the Township in the form specified in Schedules "K" or "L" hereto on or before the execution of the Agreement.

**SCHEDULE "E" OF SUBDIVISION AGREEMENT**

**NOTE:** It is understood and agreed that this Schedule forms part of the Township of South Glengarry Subdivision Agreement.

**LIST OF EASEMENTS/LAND TO BE GRANTED TO THE TOWNSHIP & AGENCIES-**

1. All temporary turning basins in favour of the Township
2. All 0.3 metre reserves in favour of the Township
3. A 4 metres Drainage Easement in favour of the Township
4. A 5 metre easement on all properties in favour of Cornwall Street Railway Light and Power Company and Cogeco

**SCHEDULE "F" OF SUBDIVISION AGREEMENT**

**NOTE:** It is understood and agreed that this Schedule forms part of the Township of South Glengarry Subdivision Agreement.

**PARKLAND**

The Developer shall provide cash in lieu of parkland in the value of \$11,500.00 as per an appraisal report prepared by Enns, MacEachern, Pace, Maloney and Associated Ltd, dated May 23, 2014.

**SCHEDULE "G" OF SUBDIVISION AGREEMENT**

**NOTE:** It is understood and agreed that this Schedule forms part of the Township of South Glengarry Subdivision Agreement.

**DECLARATION OF "PROGRESS AND COMPLETION"**

**SUBDIVISION:** Sapphire Estates Phase 5  
**DEVELOPER:** Seaway Prestige Homes Ltd.  
**CONSULTING ENGINEER:** SAI Engineering

As required by the Agreement between the Corporation of the Township of South Glengarry and **Seaway Prestige Homes Ltd.**

1. The Developer hereby agrees and undertakes to complete the construction of the works as required by the above mentioned Agreement in accordance with the time schedule for completion of services as approved by the Township Engineer and more specifically in accordance with the following schedule and conditions:
  - a) Granular "B" and Granular "A" on or before  
October, 2017
  - b) Grading, top soil and seeding of ditches and back slopes on or before  
October 2017
  - c) Hard surface on or before  
October 2019
  - d) Top course asphalt  
October 2022

The Developer agrees and undertakes to complete the construction of the works in accordance with the dates provided above, provided it is not prevented from doing so by some act of the Township, strikes, weather conditions and, without limiting the generality of the foregoing, any other contingency over which it has no control.

2. The Developer further agrees that the Township is hereby authorized to carry out at his expense any of the work set out in the Declaration not finished on or before the completion dates, to be commenced not sooner than one week following such completion date, it being understood and agreed that the Township's authorization is limited only to that work required under the Declaration.
3. The Developer undertakes to properly maintain the gravel road base at all times and to keep all roads in a mud-free and dust-free condition until such time as the roads, including boulevards, have been completed.
4. The Developer further agrees and the Township is hereby authorized to undertake any of the maintenance work as set out under Section 3 hereof, not completed within 24 hours after receipt of such request for maintenance, at his expense, and without limiting the generality of the foregoing, the Township's cost shall be the cost of materials, equipment rental, labour, payroll burden, plus twenty (20%) percent for overhead.

\_\_\_\_\_

**SIGNED**

\_\_\_\_\_  
Seaway Prestige Homes Ltd.  
Per: Naoufel Echaouni  
I have authority to bind the corporation

**DATED**

\_\_\_\_\_ **SIGNATURE OF WITNESS** \_\_\_\_\_

**SCHEDULE "H" OF SUBDIVISION AGREEMENT**

**NOTE:** It is understood and agreed that this Schedule forms part of the Township of South Glengarry Subdivision Agreement.

**Design and Construction Drawings**

As per the following drawings by SAI Engineering:

Drawing Name	Drawing No.	Revision No.	Date
Cover Sheet	1 of 9	1	September 16, 2013
Site Plan	2 of 9	1	September 16, 2013
Lot Grading Plan	3 of 9	1	September 16, 2013
Sapphire Drive South Plan and Profile	4 of 9	1	September 16, 2013
Sapphire Drive North Plan and Profile	5 of 9	1	September 16, 2013
Winchester Drive (to be named Coral Drive) Plan and Profile	6 of 9	1	September 16, 2013
River Road (to be Ruby Road) Plan and Profile	7 of 9	1	September 16, 2013
Standard Drawings	9 of 9	1	September 16, 2013
Composite Utility Plan	1 of 1	1	April 4, 2015



**SCHEDULE "I" OF SUBDIVISION AGREEMENT**

**NOTE:** It is understood and agreed that this Schedule forms part of the Township of South Glengarry Subdivision Agreement.

**STREET NAMES AND TRAFFIC SIGNS REQUIREMENTS**

- 4- Ra-1 at Sapphire and Ruby and Sapphire and Coral intersections (60cm x 60cm Stop Sign with Steel Support)
- Wa-8 at the dead-end of Sapphire Drive (75cm x 75cm Checkerboard Sign with Wood Support 10cm x 10 cm)
- 1- Road Name Sign for Sapphire Drive
- 1- Road Name Sign for Ruby Road (Discuss with developer as this is a duplicate road name)
- 1- Road Name Sign for Coral Drive

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**SCHEDULE "J" OF SUBDIVISION AGREEMENT**

**NOTE:** It is understood and agreed that this Schedule forms part of the Township of South Glengarry Subdivision Agreement.

**CERTIFICATION OF LOT GRADING**

**TOWNSHIP OF SOUTH GLENGARRY**  
**CERTIFICATE OF LOT GRADING**

REGISTERED PLAN NO: \_\_\_\_  
LOT NO: \_\_\_\_

NAME OF BUILDER: \_\_\_\_  
ADDRESS: \_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned, being a registered Professional Engineer in the Province of Ontario, and having inspected the above-referred lot, hereby certifies that the finished grades are within acceptable tolerances. For the purpose of this certification, an acceptable tolerance shall be deemed to be the approved grade plus or minus 25%, subject to a maximum difference in ground surface elevation of 0.1 meters (4 inches).

SIGNED: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_

-----  
FOR TOWNSHIP USE. DO NOT COMPLETE.

NAME OF DEVELOPER: \_\_\_\_\_  
NAME OF DEVELOPMENT: \_\_\_\_\_  
APPROVED: \_\_\_\_\_  
DATE: \_\_\_\_\_  
FILE NO: \_\_\_\_\_

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**SCHEDULE "K" OF SUBDIVISION AGREEMENT**

**NOTE:** It is understood and agreed that this Schedule forms part of the Township of South Glengarry Subdivision Agreement.

**REQUIRED WORDING OF LETTER OF CREDIT:**

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

WE, the undersigned, \_\_\_\_\_ (hereinafter called "the Bank") hereby establish an irrevocable Letter of Credit in favour of the Corporation of the Township of South Glengarry (hereinafter called "the Township") in the amount of dollars (\$\_\_\_\_\_) which may be drawn on by you to the extent required for the proper fulfilment by \_\_\_\_\_ (hereinafter called "\_\_\_\_\_") of its obligation pursuant to an agreement between The Corporation of the Township of South Glengarry and \_\_\_\_\_ dated the \_\_\_\_ day of \_\_\_\_\_, 2016, (hereinafter called "The Agreement").

Drafts under this Letter of Credit shall be in the form of a written demand for payment made by The Township. The amount of this credit shall be reduced from time to time as advised by notice in writing given to the undersigned by the Township.

Any written demand for payment pursuant to this Letter of Credit by The Township will be the Bank's sufficient authority to make payment hereunder and the Bank shall not be required to determine the validity or sufficiency of such payment. The Township will, in its written demand for payment, confirm that monies drawn pursuant to this Letter of Credit are to be or have been expended pursuant to obligations incurred or to be incurred by \_\_\_\_\_ pursuant to the Agreement. Further, any breach by \_\_\_\_\_ of the Agreement shall entitle the Township to call upon the whole or any part of this Letter of Credit.

Partial drawings are permitted.

The registration of a lien pursuant to the *Construction Lien Act*, R.S.O. 1990 against any of the works for which this Letter of Credit is given shall entitle the Township to call upon this Letter of Credit to discharge the obligations imposed on the Township by Virtue of said *Construction Lien Act*, R.S.O. 1990.

It is a condition of this letter of credit that it shall be deemed to be automatically extended without amendment from year to year from the present or any future expiration date hereof, unless at least thirty (30) days prior to the present or any future expiration date, we shall notify you in writing by registered mail that we elect not to consider this Letter of Credit to be renewable for any such additional period.

DATED AT \_\_\_\_\_ THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2016

PER: \_\_\_\_\_

PER: \_\_\_\_\_

**SCHEDULE "L" OF SUBDIVISION AGREEMENT**

**NOTE:** It is understood and agreed that this Schedule forms part of the Township of South Glengarry Subdivision Agreement.

**REQUIRED WORDING OF SURETY BOND**

KNOWN ALL MEN BY THESE PRESENTS, that \_\_\_\_\_ as Principal, hereinafter called the "Principal", and \_\_\_\_\_ as Surety, hereinafter called the "Surety", are held and firmly bound unto \_\_\_\_\_ as Obligee, hereinafter called the "Obligee", in the amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_) lawful money of Canada, for the payment of which sum, well and truly be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2016.

WHEREAS the Principal has entered into \_\_\_\_\_ a contract with the Obligee, more particularly described in Schedule "A" attached hereto \_\_\_\_\_, which \_\_\_\_\_ agreement is by reference, made a part hereof and is hereinafter referred to as the "agreement".

NOW THEREFORE the conditions of this obligation are such that if the principal shall well and faithfully observe, perform, pay and discharge all the obligations on the part of the Principal to be observed, performed, paid and discharged in connection with the agreements, then this obligation shall be void, otherwise it shall remain in full force and effect.

WHENEVER the Principal shall be declared by the Obligee, in its sole discretion, exercised at any time and from time to time to be in default under the agreement the Surety shall, upon written demand or demands without enquiring whether the Obligee has a right between itself and the Principal to make such a demand or demands and without recognizing any claim of the Principal.

PROVIDED, however, that the Obligee is required to deliver to the Surety at such time \_\_\_\_\_ as a written demand \_\_\_\_\_ for payment is made upon the Surety, a certificate confirming that monies demanded pursuant to this Bond are pursuant to obligations incurred or to be incurred in connection with the agreement.

AND PROVIDED further that in no event shall:

- (a) The Surety be liable for a greater sum than that amount specified in this Bond, and
- (b) Any right of action accrue by reason hereof to or for the use or benefit of any person other than the Obligee.

IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these present to be sealed with its corporate seal duly attested by the signature of its authorized signing authority, the day and year first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
OBLIGEE

---

**SCHEDULE "M" OF SUBDIVISION AGREEMENT**

**NOTE:** It is understood and agreed that this Schedule forms part of the Township of South Glengarry Subdivision Agreement.

**REQUIRED WORDING OF CERTIFICATE OF LIABILITY INSURANCE**

\_\_\_\_\_  
(INSURANCE COMPANY)  
TO: The Corporation of the Township of South Glengarry  
P.O. Box 220, 6 Oak Street,  
Lancaster, Ontario  
K0C 1N0

This is to certify that \_\_\_\_\_ whose address is \_\_\_\_\_ has Comprehensive Liability Insurance in this Company under Policy No. \_\_\_\_\_ subject to limits of not less than five million dollars (\$5,000,000.) inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof.

The Comprehensive General Liability Insurance includes coverage for:

1. premises and operations liability
2. products or completed operations liability
3. blanket contractual liability
4. cross liability
5. contingent employer's liability
6. personal injury liability arising out of false arrest, detention or imprisonment or malicious prosecution; libel, slander or defamation of character; invasion of privacy, wrongful eviction or wrongful entry
7. shoring, blasting, excavating, underpinning, demolition, pile driving, and caisson work, work below surface, tunnelling and grading
8. liability with respect to non-owned licensed vehicles.

The policy contains the following endorsements:

1. The Corporation of the Township of South Glengarry and Township Engineer are added as additional Named Insureds with respect to the Subdivision known as " \_\_\_\_\_ " located in \_\_\_\_\_ Lot(s) Concession \_\_\_\_\_ Township of South Glengarry, particularly described in Schedule "A" to Subdivision Agreement(s) dated the \_\_\_\_\_ day of \_\_\_\_\_, 2016 between \_\_\_\_\_ (Name of Owner) and the Corporation of the Township of South Glengarry and shown on the Plan(s) of Subdivision entered in the Register for Section M-\_\_\_\_\_, M-\_\_\_\_\_ and M-\_\_\_\_\_ in the Office of the Land Titles Division of Glengarry.



2. It is understood and agreed that the coverage provided by this policy will not be changed or amended in any way which reduces the coverage, nor cancelled nor allowed to lapse until 30 days after written notice by registered mail or personal delivery of such change or cancellation, or lapse, shall have been given to the Corporation of the Township of South Glengarry.

DATE: \_\_\_\_\_

\_\_\_\_\_  
Naoufel Echaoui, Seaway  
Prestige Homes Ltd. "I HAVE  
AUTHORITY TO BIND THE  
CORPORATION"

COUNTERSIGNED:

\_\_\_\_\_  
DATE

\_\_\_\_\_  
MARILYN LEBRUN, CLERK,  
TOWNSHIP OF SOUTH GLENGARRY

\_\_\_\_\_  
IAN MCLEOD, MAYOR, TOWNSHIP OF  
SOUTH GLENGARRY

\_\_\_\_\_  
DATE

**SG-D-16**

**THE CORPORATION OF THE  
TOWNSHIP OF SOUTH GLENGARRY  
BY-LAW 68-16  
FOR THE YEAR 2016**

**BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO ENTER  
INTO A SUBDIVISION AGREEMENT BETWEEN THE TOWNSHIP OF SOUTH  
GLENGARRY AND SEAWAY PRESTIGE HOMES LTD.**

**WHEREAS** the Council of the Township of South Glengarry deems it necessary and in the public interest to enter into a Subdivision Agreement with Seaway Prestige Homes Ltd. being the owners of the land described as Part of Lots 33 & 34, Registered Plan 101 now designated as Lots 1 through 24 and Blocks 25, 26, 27, 28 & 29, in the Geographic Township of Charlottenburgh, Township of South Glengarry, County of Glengarry.

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

1. **THAT** the Mayor and Clerk are hereby authorized to sign a Subdivision Agreement with Seaway Prestige Homes Ltd., a copy of which is attached hereto as Schedule "A", and is hereby declared to form part of this by-law.
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 19<sup>TH</sup> DAY OF SEPTEMBER, 2016.***

**MAYOR:**

**CLERK:**

**SG-D-16**

**THE CORPORATION OF THE  
TOWNSHIP OF SOUTH GLENGARRY  
BY-LAW 68-16  
FOR THE YEAR 2016**

**BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO ENTER  
INTO A SUBDIVISION AGREEMENT BETWEEN THE TOWNSHIP OF SOUTH  
GLENGARRY AND SEAWAY PRESTIGE HOMES LTD.**

**WHEREAS** the Council of the Township of South Glengarry deems it necessary and in the public interest to enter into a Subdivision Agreement with Seaway Prestige Homes Ltd. being the owners of the land described as Part of Lots 33 & 34, Registered Plan 101 now designated as Lots 1 through 24 and Blocks 25, 26, 27, 28 & 29, in the Geographic Township of Charlottenburgh, Township of South Glengarry, County of Glengarry.

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

1. **THAT** the Mayor and Clerk are hereby authorized to sign a Subdivision Agreement with Seaway Prestige Homes Ltd., a copy of which is attached hereto as Schedule "A", and is hereby declared to form part of this by-law.
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 19<sup>TH</sup> DAY OF SEPTEMBER, 2016.***

**MAYOR:**

**CLERK:**

## **SCHEDULE “D”**

### **SECURITIES**

Securities in the amount of **\$5,000.00** are required in order to ensure the Owner constructs and maintains the Stormwater Management Pond in accordance with the Stormwater Management Report and the Environmental Compliance Certificate (ECE) issued by the Ministry of Environment.

Securities in the form of irrevocable letters of credit automatically renewed annually, cash or negotiable bonds written In the name of the municipality shall be provided to cover the period of time for which the development of the property is to be completed.

The security deposit will be released based upon the following:

- Preliminary acceptance by the municipality 85%
- Completion of maintenance and warranty obligations 15%

**The 15% security deposit will be released by the Township of South Glengarry following one year of the completion of the construction of the Stormwater Management Pond subject to a favourable site inspection by the General Manager, Infrastructure Services or his designate to ensure that the Stormwater Management Pond is functioning accordingly and has been maintained accordingly and following the transfer of the ownership to the Township.**





## **SCHEDULE "C"**

### **ENVIRONMENTAL COMPLIANCE CERTIFICATE**

## **SCHEDULE "B"**

### **REFERENCE PLAN**

See Registered Plan 14R-6202 attached hereto.

## **SCHEDULE "A"**

### **LEGAL DESCRIPTION** **OF THE OWNER'S LANDS**

**THOSE LANDS AND PREMISES located in the Township of South Glengarry, in the County of Glengarry and Province of Ontario AND BEING DESCRIBED AS:** Part of Lots 33, Registered Plan 101, Part 1 on 14R-6202, in the Geographic Township of Charlottenburgh.

**IN WITNESS WHEREOF the said OWNER and THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY have hereunto affixed their Hand and Corporate Seal duly attested by the hands of their respective proper signing officers.**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**NADA CHAOUNI**

\_\_\_\_\_  
**DATE**

) **THE CORPORATION OF THE**  
) **TOWNSHIP OF SOUTH GLENGARRY**

) **PER: \_\_\_\_\_**  
) **MAYOR IAN MCLEOD**

) **PER: \_\_\_\_\_**  
) **CLERK, MARILYN LEBRUN**



### **AGREEMENT BINDING ON SUCCESSOR ON TITLE**

10. The Owner covenants and agrees that each and every covenant herein contained shall be binding upon the Owner of the Lands and upon each and every successor on title.

The Owner covenants and agrees with the Township that if it subsequently sells or conveys the Owner's lands or any part thereof, each transfer or grant shall contain a covenant on the part of the grantee therein binding it, its successors and assigns, to the terms of this Agreement, and any further amendments thereto, and a further covenant on the part of the grantee or its successors and assigns to include a similar covenant in all subsequent transfers or grants of the Owner's lands, until the duties and obligations of the Owner under this Agreement have been fully performed. This Agreement does not relieve the Owner from complying with any legislative requirements under the provisions of the *Environmental Protection Act* and the *Planning Act*.

### **INDEMNIFICATION**

11. The Owner hereby indemnifies and saves the Township harmless from all actions as a result of injury howsoever caused by the Owner or its agents to any other persons or their property as a result of the construction of the said works on the Lands as set out in the Reference Plan attached hereto as Schedule "B".

### **SCHEDULES**

12. The following Schedules are attached hereto and form part of this Agreement:

<b>SCHEDULE "A"</b>	<b>Legal Description of the Owner's Property;</b>
<b>SCHEDULE "B"</b>	<b>Reference Plan</b>
<b>SCHEDULE "C"</b>	<b>Environmental Compliance Certificate</b>
<b>SCHEDULE "D"</b>	<b>Securities</b>

### **REFERENCE PLAN**

6. The Owner shall provide to the Township of South Glengarry a Reference Plan indicating the proposed area for the Stormwater Management Plan and the lands that will be transferred to the Township following the within one year of the completion of the construction of the pond. The Reference Plan is included in "Schedule "B".

### **FINANCIAL SECURITY FOR PERFORMANCE OF WORKS**

7. Before this Agreement is executed by the Township, the Developer shall deposit with the Township a sufficient sum in either cash, an irrevocable Letter of Credit or a Surety Bond that is in a format acceptable to the Treasurer, all of which will be referred to herein as the "financial security". The amount of the financial security will be sufficient to meet the financial requirements of this Agreement, based on the estimated cost of the work as outlined in the attached Schedule "D". The Developer shall deposit with the Township the financial security required before commencing construction of any of the said works.

### **LICENSE TO ENTER LAND**

8. The Owner hereby grants to the Township, its servants, agents and contractors, the license to enter the Owner's lands for the purpose of inspection of the works and to perform such work as may be required as a result of a default.

### **DEFAULT**

9. In the event of a default by the Owner or it's successors or assigns in the provision and maintenance of all matters and things required to be done by it pursuant to this Agreement, and after thirty (30) days written notice to the Owner, the Township may, at the expense of the Owner, enter upon the Owner's lands and do all such matters and things as are in default. "Cost" and "Expense of the Owner" in this clause shall be the actual cost incurred by the Township plus 25% of such cost as a charge for overhead. Any costs incurred by the Township pursuant to this Agreement shall be paid by the Owner to the Township within thirty (30) days of the mailing of an invoice and costs referred to in this clause may be recovered by the Township in like

**"OWNER"** NADA CHAOUNI

**"LANDSCAPING"** means any rock, brick, poured concrete or treated wood retaining walls intended to withhold soils or rock at a higher grade or elevation, plus trees, hedges, shrubs or other similar vegetation.

**"REFERENCE PLAN"** Plan 14R-6202

### **LANDS**

2. The Owner hereby agrees and acknowledges that the lands affected by this Agreement are the lands described in Schedule "A" attached hereto and forming part of this Agreement.

### **ENVIRONMENTAL COMPLIANCE CERTIFICATE- ECA**

3. The Owner agrees that upon execution of this Agreement by all parties to construct and maintain the Stormwater Management Pond in accordance with the Stormwater Management Report and the Environmental Compliance Certificate (ECE) issued by the Ministry of Environment, MOE as attached Schedule "C" hereto and forming part of this agreement.

### **TRANSFER OF OWNERSHIP**

4. The owner agrees to complete the construction of the Stormwater Management Pond by October, 2017. The Pond must be maintained by the owner for a period of one year from the date of completion of the construction of the pond, prior to transferring ownership to the Township of South Glengarry.

### **REQUIREMENTS FOR BUILDING PERMITS**

5. The Owner covenants and agrees that it will not apply for, nor will anyone claiming title from it, under it or under its authority apply for one or more building permits to construct any building or other structure of any sort on any lot or lots in the subdivision described as Part of Lots 33 & 34, Registered Plan 101 now designated as Lots 1 through 24 and Blocks 25, 26, 27, 28 & 29, in the Geographic Township of Charltonburgh, Township

**THIS AGREEMENT made in quadruplicate this**  
**\_\_\_\_\_ day of September, 2016**

**BETWEEN**

**NADA CHAOUNI**

**Hereinafter called the "OWNER"**  
**OF THE FIRST PART**

**AND:**

**THE CORPORATION OF THE**  
**TOWNSHIP OF SOUTH GLENGARRY**  
**Hereinafter called the "TOWNSHIP"**  
**OF THE SECOND PART**

**WHEREAS** the Owner has agreed to enter into an agreement with the Township for the Owner's lands, which Reference Plan are annexed hereto as Schedule "B" and the Township has approved the said Reference Plan subject to the Owner entering into this Agreement with the Township.

**NOW THEREFORE** this Agreement witnesseth that in consideration of the approval by the Township of the Reference Plan for the development on the Owner's lands and the implementation of the conditions in the said approval, the Owner covenants and agrees to and with the Township to develop the Lands in accordance with the Stormwater Management Report and the Environmental Compliance Certificate (ECE) issued by the Ministry of Environment, MOE; attached hereto (Schedule "C") and the Owner and the

**SG-D-16**

**THE CORPORATION OF THE  
TOWNSHIP OF SOUTH GLENGARRY  
BY-LAW 69-16  
FOR THE YEAR 2016**

**BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO ENTER  
INTO A DEVELOPMENT AGREEMENT BETWEEN THE TOWNSHIP OF  
SOUTH GLENGARRY AND NADA CHAOUNI.**

**WHEREAS** the Council of the Township of South Glengarry deems it necessary and in the public interest to enter into a Subdivision Agreement with Nada Chaouni being the owner of the land described as Part of Lots 33, Registered Plan 101, Part 1 on 14R-6202, in the Geographic Township of Charlottenburgh., Township of South Glengarry, County of Glengarry.

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

1. **THAT** the Mayor and Clerk are hereby authorized to sign a Development Agreement with Nada Chaouni,, a copy of which is attached hereto as Schedule "A", and is hereby declared to form part of this by-law.
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 19<sup>TH</sup> DAY OF SEPTEMBER, 2016.***

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

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





## **STAFF REPORT**

**S.R. NO. 108-16**

**PREPARED BY:** Ewen MacDonald - General Manager Infrastructure Services

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

**COUNCIL DATE:** September 19, 2016

**SUBJECT:** Household Waste Collection Tender

### **BACKGROUND:**

1. The current contract for Household Waste Collection, Haulage and Disposal was awarded in November 2015 for a one year period from December 1, 2015 to November 30, 2016.
2. Administration was directed to collect statistics on bag limits for consideration for the next tender call.
3. South Glengarry is the only Municipality in SDG without a bag limit. North Glengarry, North Stormont, South Stormont and South Dundas have had a 2 bag limit for 10 years or more. North Dundas has had a 2 bag limit since 2013.
4. Of the 226 Municipalities that report to Waste Diversion Ontario (WDO), 155 or 68% have either a bag limit, a pay as you throw policy, or a combination of both. WDO collects these statistics through their annual Data Call. The information is used to determine the funding level for the Municipal Blue Box Program and pay as you throw/bag limits are one of the best practice questions.
5. The Township adopted a Waste Recycling Strategy in 2012. The objective of the Waste Recycling Strategy is to maximize diversion, improve cost effectiveness and maximize our recycling program. The introduction of bag limits is recommended as an option to increase the diversion rate and was scheduled for a 2015 to 2017 implementation.
6. The Electronic Survey that was completed as part of the Public Consultation Process for the 2012 Waste Recycling Strategy showed that only 30% of the respondents felt that the Township was doing enough to divert recyclables from disposal through our collection program. At that time 47.6% of respondents said they would be willing to accept bag limits or clear bags to improve the Township's recycling rate.

7. In May of 2016 a bag audit was completed (of the entire Township) during a 2 week period with the following results.

*There were 953 homes with more than 2 bags during the week of April 25 to 29 and 1054 homes with more than 2 bags during the week of May 2 to 6. The average over the two week period is 1003 homes or 17% of the 5711 residential homes in the Township. The contractor is currently completing a bag audit for the week of September 12<sup>th</sup> and the updated statistics will be available for the Council Meeting.*

8. The current Contractor, Tomlinson has offered to extend the current contract for a one year period from December 1st 2016 to November 30th 2017. Their proposal would be a 0% increase from December 1, 2016 to May 31, 2017 and then a 2% increase from June 1st, 2017 until November 30th 2017. The current monthly rate for Waste Collection is \$38,020.25 plus HST per month.

### **ANALYSIS:**

9. South Glengarry introduced a leaf and yard waste collection program in 2016 for a Spring and Fall collection in the Township's Settlement Areas that should reduce the number of homes where more than 2 bags are put out for collection in the Spring.
10. The Waste Free Ontario Act, Bill 151 received Royal Assent on June 9, 2016. The legislation is high-level enabling legislation that details how services will be funded and delivered and determined later via regulation after further consultation.

The legislation is comprised of two Acts:

- *Resource Recovery and Circular Economy Act* to set overarching provincial direction and establish a full producer responsibility regime for products and packaging.
  - *Waste Diversion Transition Act* to replace the *Waste Diversion Act* (2002) to help ensure a smooth transition of existing programs to the new full producer responsibility regime.
11. The Legislation states that It is in the provincial interest that Ontario have a system of resource recovery and waste reduction that aims to,
    - a) protect the natural environment and human health;
    - b) foster the continued growth and development of the circular economy;
    - c) minimize greenhouse gas emissions resulting from resource recovery activities and waste reduction activities;
    - d) minimize the generation of waste, including waste from products and packaging;
    - e) increase the durability, reusability and recyclability of products and packaging;



- f) hold persons who are most responsible for the design of products and packaging responsible for the products and packaging at the end of life;
  - g) decrease hazardous and toxic substances in products and packaging;
  - h) minimize the need for waste disposal;
  - i) minimize the environmental impacts that result from resource recovery activities and waste reduction activities, including from waste disposal;
  - j) provide efficient, effective, convenient and reliable services related to resource recovery and waste reduction, including waste management services;
  - k) increase the reuse and recycling of waste across all sectors of the economy;
  - l) increase opportunities and markets for recovered resources;
  - m) promote public education and awareness with respect to resource recovery and waste reduction;
  - n) promote cooperation and coordination among various persons and entities involved in resource recovery activities and waste reduction activities;
  - o) promote competition in the provision of resource recovery services and waste reduction services;
  - p) foster fairness for consumers;
  - q) do any other related thing that may be prescribed.
12. The Township's promotion and education program encourages recycling, reclaiming and reusing in efforts to increase our diversion rate and extend the life of our landfills. An annual Collections Calendar is produced, along with monthly advertisements in the local news and the Township website provides details and options for the environmentally friendly disposal of waste products.
13. The Township offers a number of options for the disposal of waste products such as our hazardous waste day, large item collection, leaf and yard waste collection, free access days to our landfills, and electronic waste collection. All of these programs assist with the reduction of waste going to our landfills.
14. The proposal from the current contractor to extend the contract for one year would be somewhat problematic as we would then be looking at just a one year contract to harmonize the dates for the other waste management contracts that end in 2018.

15. There would also be an opportunity to obtain a lower price with the introduction of a bag limit.
16. The average price for Diesel in 2015 from the Ministry of Energy statistics for Ottawa was \$108.1. The average price in 2016 to date is \$91.3.
17. With the lower fuel costs and with the introduction of a 2 bag limit Administration would recommend the extension of the current contract for waste collection.
18. Administration recommends that a Household Waste Collection tender be issued for a 2 year period from December 1<sup>st</sup> 2016 to November 30<sup>th</sup> 2018 with a 2 bag limit.
19. There has also been discussion about implementing a clear bag policy for household waste collection. Administration recommends that this policy be considered for the next contract to allow a period of time for residents to adjust to the 2 bag limit first.
20. The end date for the tender would be the same as the current contracts for Recycling Collection and the Material Recovery Facility. Waste Diversion Ontario recommends that it is a best practice to have waste management contracts harmonized and the Township would score higher on the annual data call that is used to determine the level of funding for our Municipal Blue Box Program.

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

**The introduction of Bag Limits would align with the following Strategic Goals:**

**Goal 3** Strengthen the effectiveness and efficiency of our organization

**Goal 4** Improve quality of life in our community

#### **IMPACT ON 2016 BUDGET:**

The Tender for the Waste Collection would provide a 2 year cost for waste collection and is consistent with the Township of South Glengarry Procurement Policy By-Law 39-07.

#### **RECOMMENDATION:**

BE IT RESOLVED THAT the Council of the Township of South Glengarry direct administration to issue a Household Waste Collection Tender for a 2 period from December 1st, 2016 to November 30th, 2018 with a 2 bag limit.



A handwritten signature in black ink, which appears to read "Bryan Brown", is positioned above a solid black horizontal line.

**Recommended to Council for  
Consideration by:  
BRYAN BROWN, CAO**





## **STAFF REPORT**

**S.R. No. 109-16**

**PREPARED BY:** Joanne Haley, GM, Community Services

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

**COUNCIL DATE:** September 19, 2016

**SUBJECT:** Brunet -Site Plan Control Approval

### **BACKGROUND:**

1. The subject property is legally described as Part of Lot 23, Concession 1, Front, Part 1 on Reference Plan 14R 3531, in the former Township of Charlottenburgh, now in the Township of South Glengarry.
2. The Applicant proposes to construct a 197.2 square meter single detached dwelling. As per our Site Plan Control By-Law 17-10, all development located along the south side of the South Service Road and County Road 2 is subject to site plan control.
3. The property owner began working with the Township approximately 8 years ago to develop the subject property. The property owner applied for lot addition consents, a minor variance, and underwent title corrections with the Ontario Registry Office. On August 29, 2016, the property owner formally filed the application for Site Plan Control.

### **ANALYSIS:**

4. The subject property is 1,361 sq. meters (Approximately 0.34 acres) in size.
5. This application was circulated to the adjacent property owners within 60 meters of the subject property. This application was also circulated to the Raisin Region Conservation Authority (RRCA). This development is subject to permit(s) from the RRCA.
6. The subject property is zoned Limited Services Residential, Flood Plain- Holding (FP-H) and Provincially Significant Wetland in the Township of South Glengarry's Zoning By-Law and is designated Rural District and Provincially Significant Wetland in the United Counties Official Plan. This proposed use conforms to both the Zoning By-Law and the Official Plan.
7. The attached Site Plan Control Agreement contains the typical clauses to ensure that the development proceeds as per the approved plan. The proposed Site Plan

can be found in Schedule B as attached. The Site Plan was prepared by J.B. Maybury- Third Eye Tech. This site plan was reviewed by our Chief Building Official (CBO) to ensure that the site plan conforms to our Site Plan Control By-Law.

8. The Site Plan Control Agreement and the Site Plan will be registered on title following the execution of the agreement.

9. A building permit may be issued following the execution of the Site Plan Control Agreement.

**ALIGNMENT WITH STRATEGIC PLAN:** N/A

**IMPACT ON 2016 BUDGET:** N/A

**RECOMMENDATION:**

BE IT RESOLVED THAT Staff Report No.109-16 be received and that the Council of the Township of South Glengarry approves By-Law No. 70-16, being a by-law to enter into a Site Plan Control Agreement for the property legally described as Part of Lot 23, Concession 1, Front, Part 1 on Reference Plan 14R 3531, in the former Township of Charlottenburgh, now in the Township of South Glengarry, be read a first, second and third time, passed, signed and sealed in Open Council this 19<sup>th</sup> day of September.



---

**Recommended to Council for  
Consideration by:  
BRYAN BROWN, CAO**

SITE BENCH MARK:  
TOP OF SPIKE IN UTILITY POLE  
ELEVATION: 47.50m  
AS PER OWNER'S SURVEYOR

J. B. MAYBURY o/a THIRD EYE TECH.  
© COPYRIGHT 2016  
SCALE 1 : 300 (11 by 17 paper size)

R. BRUNET  
SITE PLAN  
CONTROL

## LEGEND

- 1 PROPOSED SEPTIC TANK  
- MINIMUM WORKING VOLUME: 5700 LITRES  
- APPROVED EFFLUENT FILTER TO BE INSTALLED  
- ACCESS RISER(S) TO GRADE TO BE INSTALLED
- 2 BIONTEST MODEL BN750
- 3 PROPOSED SEPTIC STONE AREA BED:  
4 RUNS @ 9.1m (@0.9m CENTERS)  
BED AREA: 36.0m<sup>2</sup>
- NOTE: AREA BED HOUSE AND BOUNDARY SET BACKS  
MEASURED FROM EDGE OF STONE
- 4 PERMEABLE SOIL MANTLE  
- 20m - 300mm THICK PERMEABLE SAND
- 5 PLACE RIGID 50mm SM INSULATION BETWEEN  
EDGE OF STONE AND LANE

NOTE: NO NEIGHBOURING WELLS WITHIN  
32m OF PROPOSED PRIVATE SEWAGE  
(FROM R.B.)

THIRD EYE

Declaration of Designer under section 217.4 of OBC  
Firm BCIN #26787 Individual - J.B. Maybury - BCIN #12924

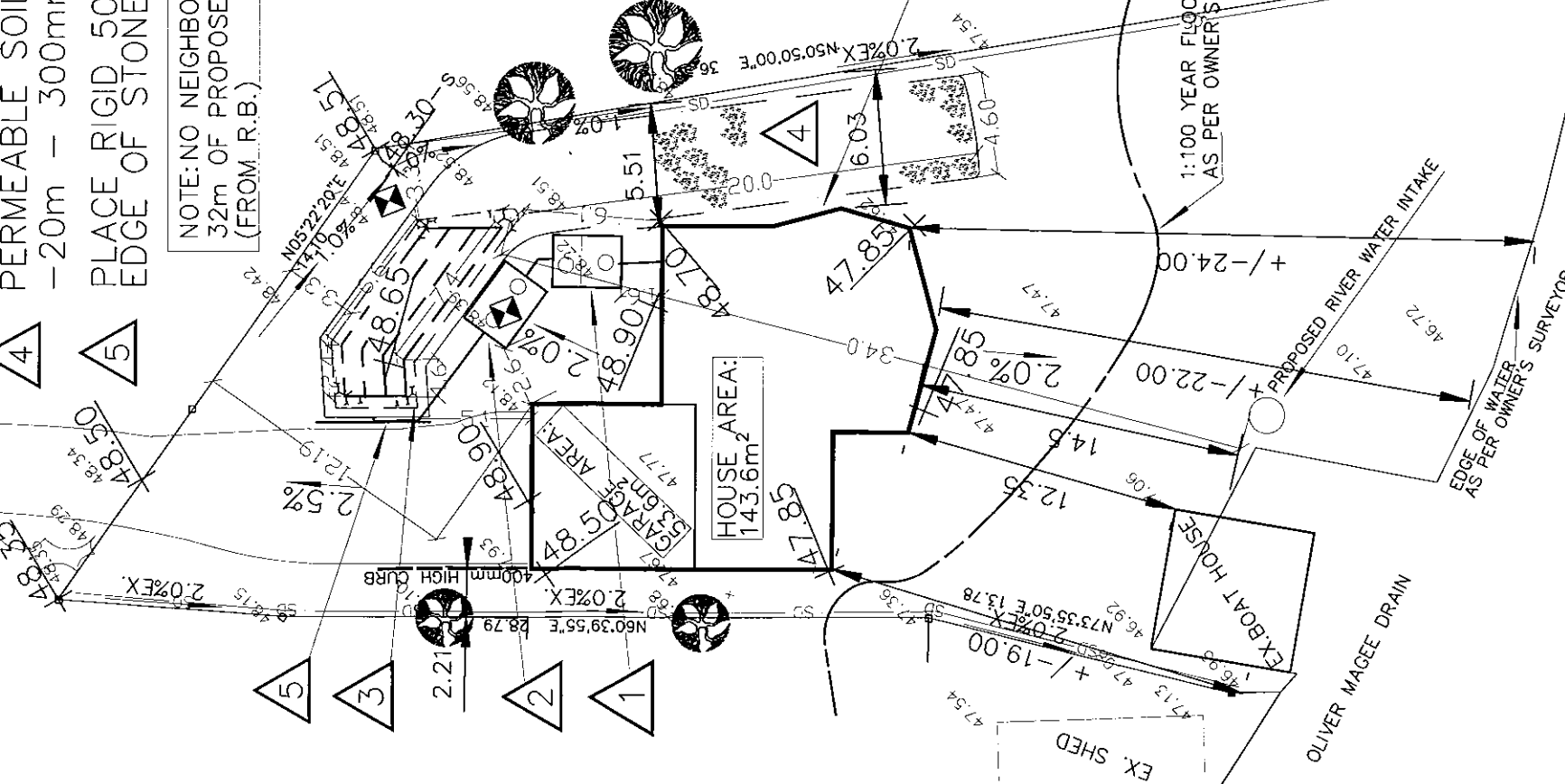
5430 Riverside Cr.  
Moncton N.B. K4M 1G9  
(613) 229-9692  
e mail jbm@rogers.com

TECHNICAL SERVICE



PART LOT 23  
CONC. 1 FRONT  
PART 1  
PLAN 14R 3531  
S. GLENGARRY  
(CHARLOTTENBURG)  
DWG. #BRUNTE SITE  
DRAWN BY: JBM  
DATE: 22/8/16

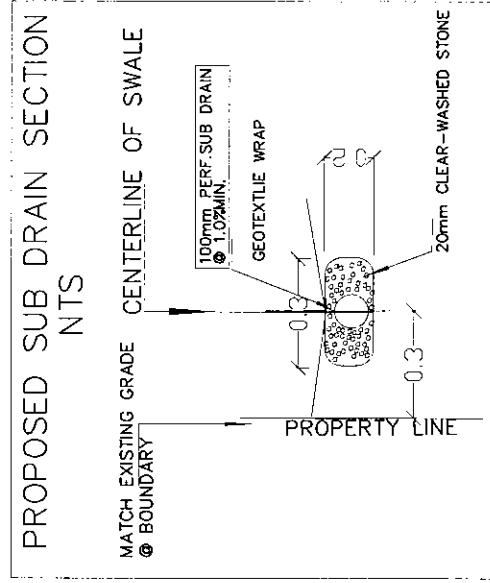
EXISTING GRAVEL LANE



PROPOSED 4 BEDROOM HOUSE:  
- TOP MAIN FLOOR: 50.80  
- TOP GARAGE FLOOR: 48.90  
- TOP WALK OUT FLOOR: 48.00

TOTAL PROPERTY AREA:  
1361m<sup>2</sup>

TOTAL BUILDING AREA:  
197.2m<sup>2</sup>



### NOTES:

- 1.0 THE DEVELOPMENT AS PROPOSED IS UNDER THE DIRECTION OF THE OWNER/AGENT. THE OWNER/AGENT ASSUME FULL RESPONSIBILITY FOR DEVELOPMENT AS PROPOSED.
- 2.0 PROPERTY LINE & LEGAL DESCRIPTION INFORMATION/LOCATION WAS PROVIDED BY OWNER/AGENT. THE OWNER/AGENT ASSUME FULL RESPONSIBILITY FOR SCOPE & ACCURACY OF THIS INFORMATION.
- 3.0 THE CONTRACTOR SHALL BE RESPONSIBLE TO CONFIRM GRADING DESIGN AND THE PROTECTION OF ALL SERVICES AND UTILITIES PRIOR TO COMMENCE WORK.
- 4.0 THE CONTRACTOR SHALL BE RESPONSIBLE TO CONFIRM HE IS WORKING WITH APPROVED PLAN(S).
- 5.0 THIS PLAN NOT TO BE SCALED.

### NOTES-PRIVATE SEWAGE:

- 1.0 THIS PLAN IS TO BE READ IN CONJUNCTION WITH THE SEWAGE SYSTEM PERMIT AND DWG #BRUNET SD
  - 2.0 THE CONTRACTOR IS RESPONSIBLE TO CONFIRM ALL DESIGN SPECS PRIOR TO COMMENCE WORK.
  - 3.0 IT IS RECOMMENDED THAT THE INLET/OUTLET PIPES AND SEPTIC TANK BE INSULATED.
- ### NOTES-GRADING PLAN:
- 1.0 ALL FRONT & BACK YARD AMENITY SURFACES MUST HAVE A MIN. SLOPE OF 2.0%, MAX. 7.0% FOR 7.5m. BEYOND 7.5m MIN. 1.0% AND MAX. 3:1 TERRACING. SIDE YARD SURFACES MIN. 2% - MAX. 3:1 TERRACING.
  - 2.0 ALL DRIVEWAYS TO HAVE MIN. 2% SLOPE MAX. 6% SLOPE.
  - 3.0 DO NOT ALTER GRADING PLAN WITHOUT CONSENT OF CITY ENGINEER.
  - 4.0 ALL ENTRANCES AND ARE TO BE IN ACCORDANCE WITH THE CITY OF OTTAWA ENG. DEPT.
  - 5.0 ALL GRADING/DRAINAGE WORK TO BE COMPLETED IN ACCORDANCE WITH CITY STANDARDS.
  - 6.0 THE OWNER/DEVELOPER IS RESPONSIBLE TO ENGAGE A QUALIFIED GEOTECHNICAL ENGINEER TO REVIEW-APPROVE SUBGRADE AND PROPOSED GRADES PRIOR TO CONSTRUCTION.

CAUTION: THIS IS NOT A PLAN OF SURVEY  
DISTANCES AND ELEVATIONS SHOWN ON THIS PLAN ARE IN METRES AND  
CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.  
BENCHMARK: SITE BENCH MARK WAS PROVIDED BY OWNER'S SURVEYOR  
IS ONLY TO BE REFERENCED FOR THIS PROJECT.

### SPECIAL NOTES:

- 1.0 At the time of construction, the subgrade at the proposed footing elevation should be inspected and approved by qualified Geotechnical Engineer.
- 2.0 The underside of footing elevation has been set based on the information available and may not have accounted for actual ground water conditions at the exact house location and should be verified by qualified geotechnical personnel upon completion of the excavation.
- 3.0 The Owner/Contractor is responsible to confirm zoning prior to commence work.
- 4.0 The Owner/Contractor is responsible to confirm proposed foundation and building terracing elevations concur with building plan specifications/views prior to commence work.
- 5.0 The Owner/Contractor is responsible to engage an OLS to confirm building placement prior, legal/easement fabric prior to commence work.

**THIS AGREEMENT made in quadruplicate this  
19th day of September, 2016**

**BETWEEN:**

**RAYMOND & KAREN BRUNET**

**Hereinafter called the "OWNER"  
OF THE FIRST PART**

**AND:**

**THE CORPORATION OF THE  
TOWNSHIP OF SOUTH GLENGARRY  
Hereinafter called the "TOWNSHIP"  
OF THE SECOND PART**

**WHEREAS** the Owner has applied to the Township for approval of a site plan for the Owner's lands, which site plan is annexed hereto as Schedule "B" and the Township has approved the said site plan subject to the Owner entering into this Agreement with the Township.

**NOW THEREFORE** this Agreement witnesseth that in consideration of the approval by the Township of the site plan for the development on the Owner's lands and the implementation of the conditions in the said approval, the Owner and the Township agree as follows:

**1. IN THIS AGREEMENT:**

- |                      |  |
|----------------------|--|
| <b>"TOWNSHIP"</b>    | means the Corporation of the Township of South Glengarry, and its appointees;  |
| <b>"OWNER"</b>       | Raymond and Karen Brunet   |
| <b>"LANDSCAPING"</b> | means any rock, brick, poured concrete or treated wood retaining walls intended to withhold soils or rock at a higher grade or elevation, trees, hedges, shrubs or other similar vegetation. |
| <b>"RRCA"</b>        | means the Raison Region Conservation Authority   |

**LANDS**

2. The Owner hereby agrees and acknowledges that the lands affected by this Agreement are the lands described in Schedule "A" attached hereto and forming part of this Agreement.

**PERMITS**

3. (a) The Township agrees that upon execution of this Agreement by all parties and upon submission and approval of the plans and specifications in accordance with Township by-laws and regulations, a building permit or permits for the development of the lands as contemplated by this Agreement shall be issued.
- (b) The owner agrees that placement of structures and site services on the property shall be in accordance with the site plan attached to this agreement.
- (c) The owner agrees that upon execution of this Agreement that required studies, if necessary, will be provided to the Municipality that will reflect the various mitigation techniques that will be used to satisfy any land incompatibility issues such as but not limited to traffic, rail, industrial noise, air quality assurance.
- (d) The Construction of the Single detached dwelling must adhere to all permits issued by the RRCA

**GRADING**

4. The Owner shall provide to the Township of South Glengarry a Site Plan containing grading and drainage information that includes the location of the proposed single detached dwelling.. The Site Plan is included in "Schedule "B" -Approved Site Plan" attached to this document.

**LICENSE TO ENTER LAND**

5. (a) The Owner hereby grants to the Township, its servants, agents and contractors, the license to enter the Owner's lands for the purpose of inspection of the works and to perform such work as may be required as a result of a default.
- (b) The Owner hereby grants to the Township, its servants, agents and contractors, the license to enter the Owner's lands for access into the mechanical room and to the water meters indefinitely, for maintenance purposes.

**DEFAULT**

6. (a) In the event of a default by the Owner or it's successors or assignees in the provision and maintenance of all matters and things required to be done by it pursuant to this Agreement, and after thirty (30) days written notice to the Owner, the Township may, at the expense of the Owner, enter upon the Owner's lands and do all such matters and things as are in default. "Cost" and "Expense of the Owner" in this clause shall be the actual cost incurred by the Township plus 25% of such cost as a charge for overhead. Any costs



incurred by the Township pursuant to this Agreement shall be paid by the Owner to the Township within thirty (30) days of the mailing of an invoice by the Township addressed to the Owner and costs referred to in this clause may be recovered by the Township in like manner as municipal taxes pursuant to the provisions of the *Municipal Act*, as amended.

- (b) The Owner further agrees that the entry and performance of works or procedures by the Township as herein provided shall not constitute a trespass.

**AGREEMENT BINDING ON SUCCESSOR ON TITLE**

- 7. (a) The Owner covenants and agrees that each and every covenant herein contained shall be binding upon the Owner of the Owner's lands and upon each and every successor on title.
- (b) The Owner covenants and agrees with the Township that if it subsequently sells or conveys the Owner's lands or any part thereof, each transfer or grant shall contain a covenant on the part of the grantee therein binding it, its successors and assigns, to the terms of this Agreement, and any further amendments thereto, and a further covenant on the part of the grantee or its successors and assigns to include a similar covenant in all subsequent transfers or grants of the Owner's lands, until the duties and obligations of the Owner under this Agreement have been fully performed. This Agreement does not relieve the Owner from complying with any other building and/or zoning requirements under the provisions of the *Ontario Building Code Act* and *Planning Act*.

**SCHEDULES**

- 8. The following Schedules are attached hereto and form part of this Agreement:

<b>SCHEDULE "A"</b>	<b>Legal Description of the Owner's Property;</b>
<b>SCHEDULE "B"</b>	<b>Approved Site Plan</b>
<b>SCHEDULE "C"</b>	<b>Securities</b>

**IN WITNESS WHEREOF the said OWNER and THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY have hereunto affixed their Hand and Corporate Seal duly attested by the hands of their respective proper signing officers.**

**WITNESS**

RAYMOND BRUNET

DATE \_\_\_\_\_

**WITNESS**

**KAREN BRUNET**

DATE \_\_\_\_\_

**THE CORPORATION OF THE  
TOWNSHIP OF SOUTH GLENGARRY**

PER: \_\_\_\_\_

**MAYOR IAN MCLEOD**

DATE \_\_\_\_\_

PER: \_\_\_\_\_

**CLERK MARILYN LEBRUN**

DATE \_\_\_\_\_

**SCHEDULE "A"**

**LEGAL DESCRIPTION**

**OF THE OWNER'S LANDS**

THOSE LANDS AND PREMISES located in the Township of South Glengarry, in the County of Glengarry and Province of Ontario AND BEING COMPRISED OF: Part of Lot 23, Concession 1, Front, Part 1 on Reference Plan 14R 3531, in the former Township of Charlottenburgh.

## **SCHEDULE "B"**

### **APPROVED SITE PLAN**

The said Site Plan dated August 8, 2016 prepared by J.B. Maybury- Third Eye Tech. identifies the location of the proposed single detached dwelling to be constructed on the subject lands.

## **SCHEDULE "C"**

### **SECURITIES**

Securities in the amount of \$1,000.00 shall be provided to the municipality.

Securities in the form of irrevocable letters of credit automatically renewed annually, cash or negotiable bonds written In the name of the municipality shall be provided to cover the period of time for which the development of the property is to be completed.

The security deposit will be released based upon the following:

- Preliminary acceptance by the municipality 85%
- Completion of maintenance and warranty obligations 15%







## **STAFF REPORT**

**S.R. No. 110-16**

**PREPARED BY:** Dave Robertson – Acting Fire Chief

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

**COUNCIL DATE:** September 19, 2016

**SUBJECT:** Fire Dispatch Services 2017-2021

### **BACKGROUND:**

1. The South Glengarry Fire Service currently has an agreement with the City of Brockville to provide Dispatch Services. This Agreement comes to a conclusion in February of 2017.
2. At the Township of South Glengarry Council meeting of June 27<sup>th</sup>, 2016 Staff Report No. 83-16 was presented and Council elected to accept a proposal from Cornwall Police Services to supply fire dispatch services for the 5 year period from 2017-2021.
3. On July 11, 2016 I received the copy of the proposed agreement and it included new costing that was not mentioned in the original proposal. A letter was in turn sent to the Cornwall Police Service expressing our concerns with the revised pricing and an update was subsequently given to South Glengarry Council on August 8, 2016 in Staff Report 101-16. Council in turn directed administration to approach Cornwall Police Services for an explanation of the cost increases.
4. On September 1, 2016 Mayor McLeod and I met with the Cornwall Police Service Board Chair Andre Rivette, Cornwall Deputy Police Chief Danny Aikman and Cornwall Fire Chief Pierre Voisine. During this meeting, they expressed regrets that the original proposal had oversights and that added fees were needed to satisfy personnel, contractual obligations and implementation fees.
5. As stated in Staff Report No. 101-16, Cornwall Police Service s are now requesting an added 2% yearly increase to the \$35,000.00 dispatch fee to cover staff contractual obligations and an added one-time \$10,000.00 Implementation Fee to cover staff and technical services regarding mapping, 911 information and data transfer.

**ANALYSIS:**

1. Current Cost of Dispatch Services (Brockville)
  - a. 2015 **\$57,866.00**
  - b. 2016 (projected) **\$57,866.00**
  - c. No definitive 2017-2021 pricing has been received (see Staff Report 83-16)
2. The Cornwall Police Service proposal is as follows:

<b>City of Cornwall Dispatch (Revised)</b>						
<b>Description</b>	<b>Years</b>					<b>Grand Total</b>
	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	
<b>Base Contract (with 2% annual increases)</b>	<b>\$35,000</b>	<b>\$35,700</b>	<b>\$36,414</b>	<b>\$37,142</b>	<b>\$37,885</b>	<b>\$182,141</b>
<b>Optional Records Management</b>	<b>\$3,500</b>	<b>\$3,500</b>	<b>\$3,500</b>	<b>\$3,500</b>	<b>\$3,500</b>	<b>\$17,500</b>
<b>Transmission Rental</b>	<b>\$3,480</b>	<b>\$3,480</b>	<b>\$3,480</b>	<b>\$3,480</b>	<b>\$3,480</b>	<b>\$17,400</b>
<b>Implementation Fee</b>	<b>\$10,000</b>					
<b>Infrastructure &amp; Connectivity Fee</b>	<b>0</b>					<b>\$10,000</b>
	<b>\$8,920</b>					<b>\$8,920</b>
<b>Grand Total</b>	<b>\$60,900</b>	<b>\$42,680</b>	<b>\$43,394</b>	<b>\$44,122</b>	<b>\$44,865</b>	<b>\$235,961</b>

**Alignment with Strategic Plan:**

1. Invest in infrastructure and its sustainability
2. Strengthen the effectiveness and efficiency of our organization
3. Improve quality of life in our community
4. Improve internal and external communications

**Impact on 2016 Budget:**

6. The new Fire Dispatch Service agreement will not come into effect until January 1, 2017. There are one time fees of \$18,920.00 related to equipment and connection charges, \$10,000.00 of which will be due 30 days after the agreement is signed. The remainder will be due as equipment is installed.

**RECOMMENDATION:**

BE IT RESOLVED THAT the Council of the Township of South Glengarry hereby accept the proposal for Fire Dispatch Services from the City of Cornwall for a 5 year term (2017-2021) as per their attached proposal (\$235,961.00).



A handwritten signature in black ink, appearing to read "Bryan Brown". The signature is fluid and cursive, with a horizontal line drawn underneath it.

**Recommended to Council for  
Consideration by:  
BRYAN BROWN, CAO**

## MEMORANDUM OF AGREEMENT

**THIS AGREEMENT** is made effective this                      day of                      , 2016  
(“The **Effective Date**”)

**B E T W E E N:**

**CORNWALL COMMUNITY POLICE SERVICES BOARD**

(The “**Board**”)

– and –

**THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY**

(The “**Municipality**”)

**WHEREAS** the Board presently operates a twenty-four hour communications and dispatch center for the purpose of providing service to emergency agencies.

**AND WHEREAS** the Board and the Municipality desire to enter into an Agreement whereby the Municipality's fire service (hereinafter referred to as the "Fire Service") would be serviced by the Board's dispatch center for answering and dispatching of the Fire Service for emergency purposes.

**NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS:**

### **1.0 DEFINITIONS**

1.1 “**Cornwall Community Police Services Board**” means the Police Services Board as established under the authority of the ***Police Services Act***, R.S.O. 1990 for the City of Cornwall;

1.2 “**Chief of Police**” (**Cornwall Community Police Service**) means the Chief of Police of the Cornwall Community Police Services appointed pursuant to section 31(1)(d) of the ***Police Services Act***, R.S.O. 1990 c. P-15 as amended. The Chief of Police is responsible for administering and overseeing the operation of the Cornwall Community Police Service pursuant to Section 41 of the ***Police Services Act***, R.S.O. 1990 c. P-15 as amended.

1.3 **“City”** means either the geographical area of the municipality of Cornwall or the municipal corporation of Cornwall, as the context herein requires.

1.4 **“Communication Services”** means and includes the following:

- a) Receipt of all calls through 911 or other telecommunications means from the Municipality;
- b) Dispatch of required personnel, apparatus and equipment of the Municipalities’ Fire Service;
- c) Radio communications, during emergency responses, with responding apparatus and crews from the Municipality.

1.5 **“Fire Service”** means the Fire Service of the Township of South Glengarry.

## **2.0 BACKGROUND**

2.1 The Board presently operates a 24 hour-a-day, seven days a week, 365 days of the year communications and dispatch center for the purpose of providing service to emergency agencies (the “Communications Centre”).

2.2 The Communications Centre is supervised by the Communication Supervisor who is supported by 10 highly-trained full-time civilian communicators/dispatchers and 8 part-time communicators/dispatchers.

2.3 The primary function of Communications Centre communicators is to answer emergency calls for service received from the public, and maintain two way communications with police officers who are on patrol and/or fire units responding to emergency calls using data and voice transmissions. The Communications Centre also receives and processes non-emergency calls for service.

## **3.0 RESPONSIBILITIES OF THE CORNWALL COMMUNITY POLICE SERVICES BOARD**

3.1 All calls received by the Board's Dispatch Centre through 911 or other telecommunications means will be promptly acknowledged and dispatched.

3.2 The Board will page/dispatch the Fire Service at a level of service equal to or exceeding the standards of dispatch services, as agreed.

3.3 The Board's dispatchers shall follow the protocols provided by the Fire Service when paging firefighters for emergencies and for training activities.



3.4 The Board and the Fire Service will cooperatively develop and implement contingency plans for utilization in the event dispatch is unsuccessful after two attempts.

3.5 The Board will be responsible to install and maintain the necessary equipment as required in their contingency plan.

3.6 The Board's dispatcher/communicator will, in the event of a failure to successfully dispatch firefighters to a reported emergency, initiate the contingency plan.

3.7 Any defect or condition that may cause a failure in this system shall be reported to the Chief of Police and/or designated alternate of the Cornwall Community Police Service immediately.

#### **4.0 RESPONSIBILITIES OF THE TOWNSHIP OF SOUTH GLENGARRY**

4.1 The Board and the Fire Service will cooperatively develop and implement contingency plans for utilization in the event dispatch is unsuccessful after two attempts.

4.2 The Fire Service will be responsible to install and maintain the necessary equipment as required in their contingency plan.

4.3 The Fire Service will provide the Board with current information regarding the Fire Service's office phone number, fax number, e-mail address, and any emergency contact numbers required for staff required in activation of all contingency plans, registered Radio Call Sign and current S.D. &G. County generated 911 maps.

#### **5.0 SYSTEM AND EQUIPMENT**

5.1 Equipment related to the system and presently owned or hereafter acquired by the Board or Fire Service and installed in its buildings or vehicles or carried by its staff shall be properly maintained and kept in good working order at the expense of the party owning the equipment.

5.2 Any defect or condition that may cause a failure in this system shall be reported to the Chief of Police and/or designated alternate of the Cornwall Community Police Service immediately.

## **6.0 EXPENSES**

6.1 The Township of South Glengarry agrees to pay for the cost of any telephone lines required, long distance calls made on behalf of the Fire Service, costs incurred to the Board to provide any updated mapping within the service area of the Fire Service during the term of this Agreement, including travel and wages and any changes made to the coverage area whereby Bell Canada 911 or O.P.P. Geographic Information Services invoice the Board relative to emergency dispatch services. Such costs will become due and payable upon receipt of an invoice. The Municipality shall be notified in advance of any such cost being incurred.

6.2 The annual cost to the Township of South Glengarry for the dispatch service is as set out in Schedule "A" hereto attached. The fee for any part of a calendar year will be pro-rated on a monthly basis.

6.3 The Board agrees to provide the service covered by this Agreement for the stated fees until December 31<sup>st</sup>, 2021. The parties agree to review the terms of the Agreement and negotiate any revisions, additions or deletions in the terms of the Agreement deemed appropriate by either party before June 30<sup>th</sup>, 2021.

6.4 Billing for this service will be provided by the Cornwall Community Police Service quarterly of each year, on March 31<sup>st</sup>, June 30<sup>th</sup>, September 30<sup>th</sup>, and December 31<sup>st</sup>, and payable upon receipt of invoice by the Township of South Glengarry.

## **7.0 DUE DILIGENCE**

7.1 The Board will, during the term of this Agreement, exercise due diligence in providing the agreed upon level of service and operation of the service.

## **8.0 TRAINING**

8.1 The Board will ensure each communicator/dispatcher receives training that reflects the unique nature of fire service communications.

8.2 While a number of agencies provide training for dispatchers, fire service dispatchers/communicators will also be trained to the standard of NFPA 1061 Standard for Professional Qualifications for Public Safety Telecommunications Personnel, and more specifically:

- a) Support the incident management system used by the Fire Service;
- b) Support the accountability and entry control systems used by the Fire Service;
- c) Support the functions of the safety officer at an emergency incident; and
- d) Support personnel working in a potentially violent situation.

## **9.0 TERMINATION**

9.1 If either party to this Agreement wishes to terminate the Agreement they shall give a minimum of six (6) months' notice prior to current calendar year end in writing of their intention to do so.

9.2 Termination shall become effective on the date specified in the notice and may only be extended on mutual consent of the parties and in monthly increments. Both parties to the Agreement are bound by the terms of this Agreement until date of termination.

9.3 In the event of termination of this Agreement by either party, the Board shall retain all equipment purchased by it to perform services under the terms of this Agreement and the Municipality shall have no claim or entitlement to reimbursement for any part thereof. Capital equipment paid for by the Township of South Glengarry shall be the property of the Township of South Glengarry.

9.4 Copies of all records including voice records pertaining to the business of the Township of South Glengarry and its Fire Service including but not limited to emergency response and training shall be provided to the Township of South Glengarry upon termination of this Agreement. With written Agreement from the Township of South Glengarry, the original records maintained on file by the Board shall be deemed to satisfy provision of copies.

## **10.0 INSURANCE**

10.1 Each party shall maintain for the duration of the Agreement, the following insurance:

Municipal Liability Insurance issued on an occurrence basis for an amount of not less than \$5,000,000 per occurrence / \$5,000,000 annual aggregate for any negligent acts or omissions relating to their obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations;

non-owned automobile; broad form property damage; broad form completed operations; owners & contractors protective; occurrence property damage; products; employees as Additional Insured(s); contingent employers liability; tenants legal liability; cross liability and severability of interest clause.

10.2 The Cornwall Community Police Services Board shall add the Township of South Glengarry as an Additional Insured with respect to the operations of the Cornwall Community Police Services Board. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Township of South Glengarry.

10.3 The Township of South Glengarry shall add the Cornwall Community Police Services Board as an Additional Insured with respect to the operations of the Township of South Glengarry. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Cornwall Community Police Services Board

10.4 Cornwall Community Police Services Board shall carry Automobile liability insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$10,000,000 inclusive for each and every loss.

10.5 The policies shown above shall not be cancelled unless the Insurer notifies the Municipality / Cornwall Community Police Services Board in writing at least thirty (30) days prior to the effective date of the cancellation. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the Municipality / Cornwall Community Police Services Board.

10.6 Each party shall provide the other party with a certificate of insurance evidencing the above noted coverage prior to execution of service.

#### **11.0 Indemnification:**

11.1 The Township of South Glengarry shall indemnify and hold the Cornwall Community Police Services Board harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence acts or omissions whether willful or otherwise by the Municipality, their officers, employees or other persons for whom the Municipality is legally responsible arising out of this Agreement.

11.2 The Cornwall Community Police Services Board shall indemnify and hold the Township of South Glengarry harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence acts or omissions whether willful or otherwise by Cornwall Community Police Services Board, their officers, employees or other persons for whom the Police Board is legally responsible arising out of this Agreement.

#### **12.0 AMENDMENTS, ALTERATIONS AND ADDITIONS**

12.1 Neither party may assign this Agreement without the express written consent of the other.

### 13.0 DISPUTE RESOLUTION

13.1 In the event of any dispute, claim, question or difference arising out of or relating to the Agreement or the breach of it (a "Dispute"), the parties shall use their best endeavours to settle such Disputes. To this end, they shall consult and negotiate with each other, in good faith and understanding of their mutual interests, to reach a just and equitable solution satisfactory to both parties. If the parties do not reach such a solution within a period of thirty (30) days of the issuance of a notice of a Dispute by either party, either party may refer the matter to arbitration by giving notice to the other party of its intent to do so, in which case the parties hereby agree that the Dispute shall be resolved by binding arbitration pursuant to the *Arbitration Act, 1991* (Ontario), as amended from time to time.

13.2 After one party has given notice of its intent to refer the matter to arbitration, the parties shall appoint a mutually acceptable arbitrator. If the parties are unable to agree within thirty (30) days of notice being given of one party's intent to refer the matter to arbitration, either party may bring an application or a motion, as the case may be, to a judge of the Ontario Superior Court of Justice to appoint a single arbitrator who shall be the arbitration tribunal. The arbitrator shall be qualified by education and training to pass upon the particular matter to be decided.

13.3 An arbitration pursuant to this Article 13 will take place in Ottawa, Ontario, or such other place as the parties may mutually agree.

13.4 A decision from the arbitration tribunal pursuant to the Article 13 shall be given in writing, shall be final and binding on the parties, shall not subject to any appeal, and shall deal with the question of costs of arbitration and all matters related to it. Judgement upon the award rendered may be entered into any court having jurisdiction or application may be made to any such court for judicial recognition of the award or an order of enforcement of it, as the case may be.

13.5 Notwithstanding anything to the contrary contained herein, and even if a Dispute arises between the parties, in no event nor for any reason shall the Board interrupt the provision of the services the Municipality contemplated herein to unless:

- a) Authority to do so is granted by the Municipality or conferred by a court of competent jurisdiction; or
- b) This Agreement has been terminated or has expired pursuant to Article 9.

### 14.0 ENTIRE AGREEMENT

14.1 This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior representations, understandings and Agreements, whether verbal or written.

14.2 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

## **15.0 GENERAL CLAUSES**

15.1 This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, and each party hereby irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Ontario.

15.2 Any notice or other communication, with the exception of invoices required or permitted under this Agreement to be given or sent by a party shall be written and shall be deemed to have been sufficiently given or sent 5 business days after such notice shall have been mailed postage prepaid, or 24 hours after such notice shall have been delivered by hand or by facsimile transmission. Any notice shall be addressed or delivered as follows:

In the case of the Board to:

Cornwall Community Police Services Board  
Attention: Chief of Police  
340 Pitt Street, Second Floor  
P.O. Box 875  
Cornwall, Ontario  
K6H 5T7  
Telephone: 613-933-5000  
Fax 613-932-9317

And in the case of the Municipality to:

Corporation of the Township of South Glengarry  
Attention: Acting Fire Chief Dave Robertson  
6 Oak Street  
Lancaster, ON K0C 1N0  
Tel: 613-347-2500

15.3 If any of the provisions contained in this Memorandum of Agreement are determined to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the parties hereto agree that the invalid, illegal, or unenforceable provision(s) shall be severable and that the validity, legality or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, to the extent possible.

15.4 This Agreement may be executed in separate counterparts and together such counterparts shall form the original copy of the Agreement.





**CORNWALL COMMUNITY POLICE SERVICES BOARD, and  
THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY**

**SCHEDULE "A" to the  
MEMORANDUM OF AGREEMENT**

**Payment for Communications Services (Fire Dispatch) will be remitted to the Cornwall Community Police Service under the following schedule and in accordance with Article 6 herein:**

**Implementation fee - \$10,000 due within 30 days of the execution of this Agreement**

**2017 - \$35,000**

**2018 - \$35,700**

**2019 - \$36,414**

**2020 - \$37,142**

**2021 - \$37,885**



## **STAFF REPORT**

**S.R. No. 111-16**

**PREPARED BY:** Marilyn LeBrun - Clerk

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

**COUNCIL DATE:** September 19, 2016

**SUBJECT:** Rescind Noise By-law 36-01

### **BACKGROUND:**

1. It has come to the attention of Administration of the Township of South Glengarry that when Council authorized By-law No 20-2016, being a by-law to prohibit and regulate nuisances within the Township of South Glengarry it inadvertently failed to rescind By-law 36-01.
2. By-law 20-2016 has incorporated the old by-law 36-01 pertaining to the prohibiting and regulating of noise within the municipality. By-law 36-01 was passed by the Council of the day in March 23, 2001 and the new By-law 20-2016 was passed by Council on February 8<sup>th</sup>, 2016.

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

**Goal 3:** Strengthen the effectiveness and efficiency of the Township

### **IMPACT ON 2016 BUDGET:**

N/A

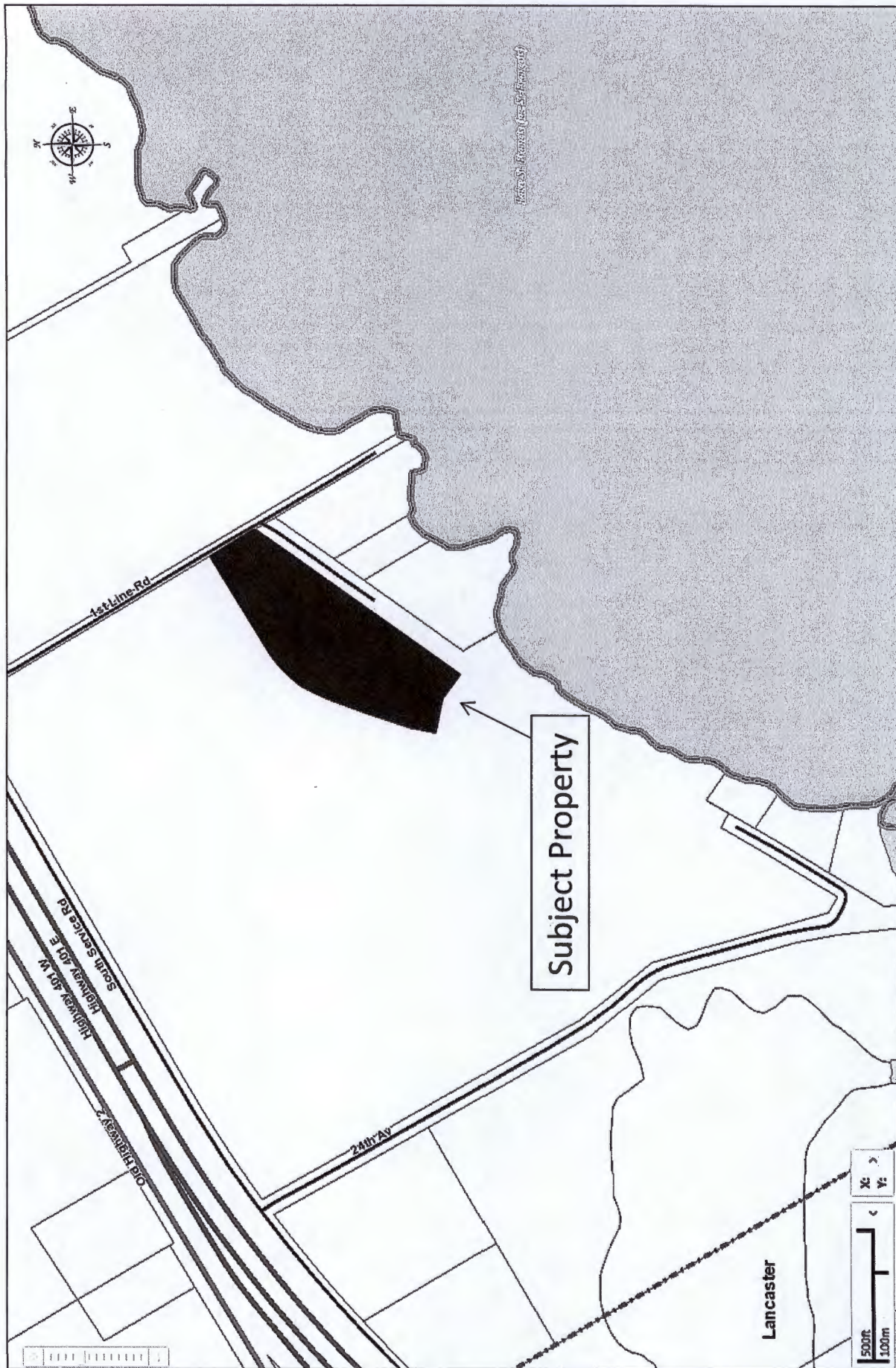
### **RECOMMENDATION:**

BE IT RESOLVED THAT Staff Report No. 111-16 be received and that the Council of the Township of South Glengarry rescind By-law 36-01 to control noise within the Township, be read a first, second and third time, passed, signed and sealed in Open Session this 19th day of September

**Recommended to Council for  
Consideration by:  
BRYAN BROWN, CAO**



1. Cornwall Regional Airport Commission – Chair to Report
2. Landfill Advisory Committee – Mayor McLeod/Ewen MacDonald
3. Glengarry Sports Palace Board – Mayor McLeod/Bryan Brown
4. Ontario With Disabilities Accessibility – SDG County Committee Marilyn Lebrun
5. Heritage Advisory Committee - Councillor Trevor Bougie
6. Agricultural Resource Committee – Mayor McLeod
7. Planning Advisory Committee – Councillor Trevor Bougie, Deputy-Mayor Frank  
Prevost and Bill McKenzie
8. Raisin Region Conservation Authority – Chair Frank Prevost and Mayor Ian  
McLeod
9. Glengarry County Archives – Councillors Lyle Warden and Councillor Trevor  
Bougie
10. Committee of Adjustment – Councillor Bill McKenzie





**A-14-16**

**NOTICE OF PUBLIC HEARING  
OF APPLICATION FOR MINOR VARIANCE FROM BY-LAW  
(The Planning Act, R.S.O. 1990, Section 45)**

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**TAKE NOTICE** that an application has been filed by Matthew and Philip Keezer for a minor variance from the provisions of Zoning By-law 38-09 of the Township of South Glengarry, as amended, (being a by-law respecting the use of land and the use and location of buildings) for the property described as Part of 32, Concession 1, Part 1 on 14R 2123, in the former Township of Lancaster, now in the Township of South Glengarry.

The applicant is requesting relief from Part 3.1 (4) of the Zoning By-law 38-09 to increase the maximum height for an accessory structure from 4.5 meters to 4.52 meters and to increase the maximum area for an accessory structure from 50 square meters to 139.3 square meters for an accessory structure that is currently being constructed.

**FURTHER TAKE NOTICE** that the Committee of Adjustment will hold a public meeting on **Tuesday, September 27, 2016 at 5:00 p.m.** for the purpose of a public hearing into this matter, to be held in the municipal office at 6 Oak Street, Lancaster, Ontario.

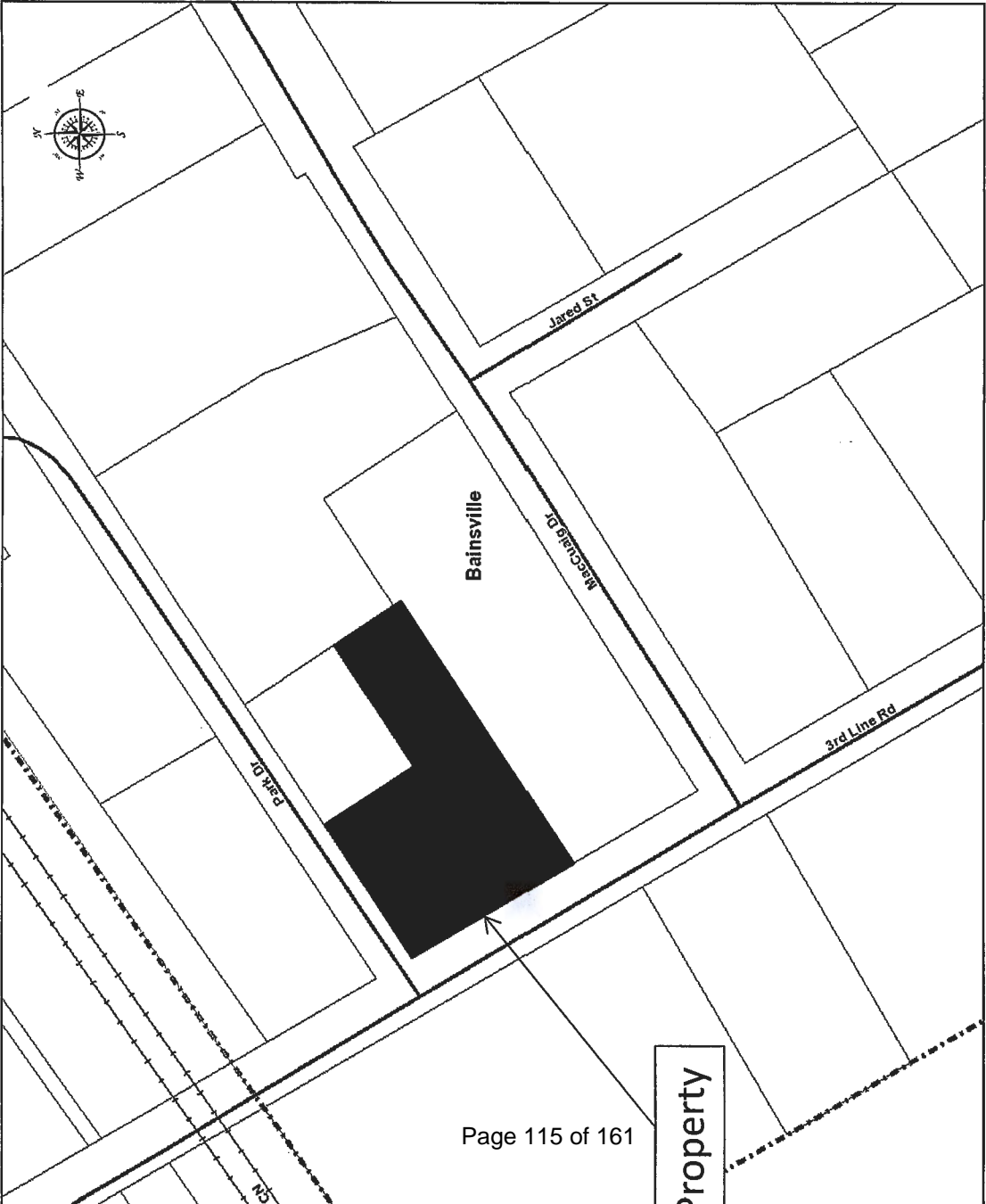
*THIS NOTICE IS SENT TO YOU BECAUSE YOU ARE AN ASSESSED OWNER OF LAND NEAR THE SUBJECT PROPERTY, OR AN INTERESTED PARTY. YOU ARE NOT COMPELLED TO ATTEND, HOWEVER, THE APPLICANT OR HIS AGENT MUST BE PRESENT AT THE HEARING.*

You are entitled to attend this public hearing in person to express your views about this application or you may be represented by counsel for that purpose.

A copy of the decision of the Committee of Adjustment will be sent to the applicant and to each person who appeared in person or by counsel at the hearing and who filed with the Secretary-Treasurer a written request for notice of the decision:

***"If the party notified does not attend at the hearing, the public hearing may proceed in their absence and they will not be entitled to any further notice in the proceedings."***





Property

**NOTICE OF PUBLIC HEARING  
OF APPLICATION FOR MINOR VARIANCE FROM BY-LAW  
(The Planning Act, R.S.O. 1990, Section 45)**

---

**TAKE NOTICE** that an application has been filed by Aaron Bell for a minor variance from the provisions of Zoning By-law 38-09 of the Township of South Glengarry, as amended, (being a by-law respecting the use of land and the use and location of buildings) for the properties located at 6083 and 6085 3<sup>Rd</sup> Line Road Avenue, in the former Township of Lancaster, now in the Township of South Glengarry.

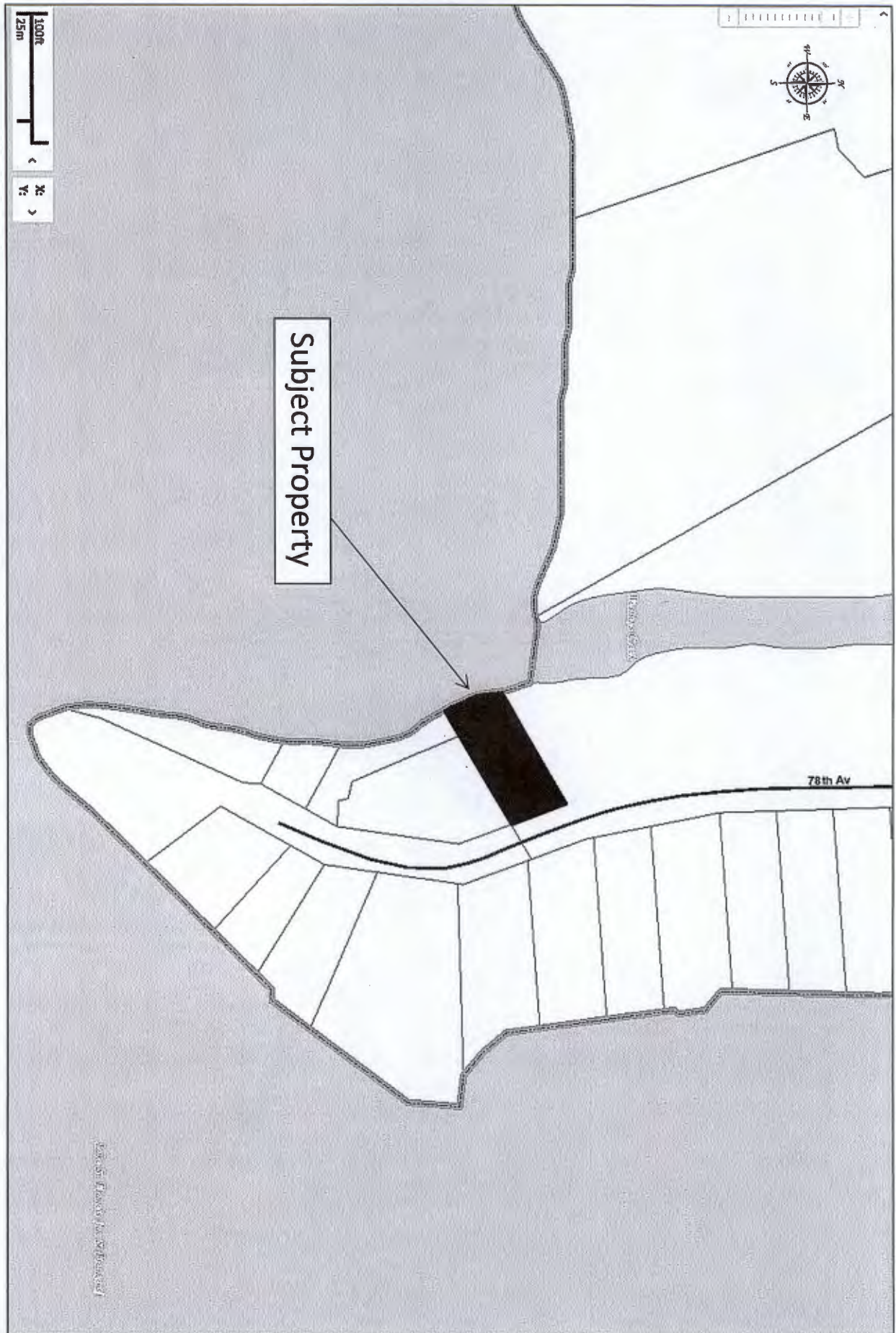
The applicant is requesting relief from Part 6.2 of the Zoning By-law 38-09 to reduce the minimum lot area from 4,000 square meters to 744.65 square meters and to reduce the minimum lot frontage from 40 meters to 23.73 meters for the property located at 6083 3<sup>rd</sup> Line Road. Also, to reduce the minimum lot area from 4,000 square meters to 1,169.58 square meters, to reduce the minimum lot frontage from 40 meters to 17.78 meters, to reduce the minimum front yard setback from 6 meters to 0.76 meters and to reduce the interior side yard setback from 1.2 meters to 0.79 meters to accommodate an existing single detached dwelling for the property located at 6085 3<sup>rd</sup> Line Road. These minor variances are required as per a condition of a Consent.

**FURTHER TAKE NOTICE** that the Committee of Adjustment will hold a public meeting on **Tuesday, September 27, 2016 at 5:00 p.m.** for the purpose of a public hearing into this matter, to be held in the municipal office at 6 Oak Street, Lancaster, Ontario.

*THIS NOTICE IS SENT TO YOU BECAUSE YOU ARE AN ASSESSED OWNER OF LAND NEAR THE SUBJECT PROPERTY, OR AN INTERESTED PARTY. **YOU ARE NOT COMPELLED TO ATTEND, HOWEVER, THE APPLICANT OR HIS AGENT MUST BE PRESENT AT THE HEARING.***

You are entitled to attend this public hearing in person to express your views about this application or you may be represented by counsel for that purpose.

A copy of the decision of the Committee of Adjustment will be sent to the applicant and to each person who appeared in person or by counsel at the hearing and who filed with the Secretary-Treasurer a written request for notice of the decision:





**NOTICE OF PUBLIC HEARING  
OF APPLICATION FOR MINOR VARIANCE FROM BY-LAW  
(*The Planning Act, R.S.O. 1990, Section 45*)**

---

**TAKE NOTICE** that an application has been filed by Jean Claude Menard, Guy Menard and Guylene Menard-killoran for a minor variance from the provisions of Zoning By-law 38-09 of the Township of South Glengarry, as amended, (being a by-law respecting the use of land and the use and location of buildings) for the property located at 6326 78<sup>th</sup> Avenue, in the former Township of Lancaster, now in the Township of South Glengarry.

The applicant is requesting relief from Part 6.2 of the Zoning By-law 38-09 to reduce the minimum lot area from 4,000 square meters to 695 square meters and to reduce the minimum lot frontage from 40 meters to 21.36 meters to satisfy a condition of a Consent.

**FURTHER TAKE NOTICE** that the Committee of Adjustment will hold a public meeting on **Tuesday, September 27, 2016 at 5:00 p.m.** for the purpose of a public hearing into this matter, to be held in the municipal office at 6 Oak Street, Lancaster, Ontario.

*THIS NOTICE IS SENT TO YOU BECAUSE YOU ARE AN ASSESSED OWNER OF LAND NEAR THE SUBJECT PROPERTY, OR AN INTERESTED PARTY. **YOU ARE NOT COMPELLED TO ATTEND, HOWEVER, THE APPLICANT OR HIS AGENT MUST BE PRESENT AT THE HEARING.***

You are entitled to attend this public hearing in person to express your views about this application or you may be represented by counsel for that purpose.

A copy of the decision of the Committee of Adjustment will be sent to the applicant and to each person who appeared in person or by counsel at the hearing and who filed with the Secretary-Treasurer a written request for notice of the decision:

***“If the party notified does not attend at the hearing, the public hearing may proceed in their absence and they will not be entitled to any further notice in the proceedings.”***

Dated: September 9, 2016



**NOTICE OF PUBLIC HEARING  
OF APPLICATION FOR MINOR VARIANCE FROM BY-LAW  
(The Planning Act, R.S.O. 1990, Section 45)**

---

**TAKE NOTICE** that an application has been filed by Benjamin and Patricia Murray for a minor variance from the provisions of Zoning By-law 38-09 of the Township of South Glengarry, as amended, (being a by-law respecting the use of land and the use and location of buildings) for the property located at Lot 49, Registered Plan No. 104, in the former Township of Charlottenburgh, now in the Township of South Glengarry.

The applicant is requesting relief from Part 10.2 of the Zoning By-law 38-09 to reduce the front yard setback from 15 meters to 10 meters and to reduce the interior side yard setback from 10 meters to 6 meters to create a larger building envelope for future residential development.

**FURTHER TAKE NOTICE** that the Committee of Adjustment will hold a public meeting on **Tuesday, September 27, 2016 at 5:00 p.m.** for the purpose of a public hearing into this matter, to be held in the municipal office at 6 Oak Street, Lancaster, Ontario.

*THIS NOTICE IS SENT TO YOU BECAUSE YOU ARE AN ASSESSED OWNER OF LAND NEAR THE SUBJECT PROPERTY, OR AN INTERESTED PARTY. **YOU ARE NOT COMPELLED TO ATTEND, HOWEVER, THE APPLICANT OR HIS AGENT MUST BE PRESENT AT THE HEARING.***

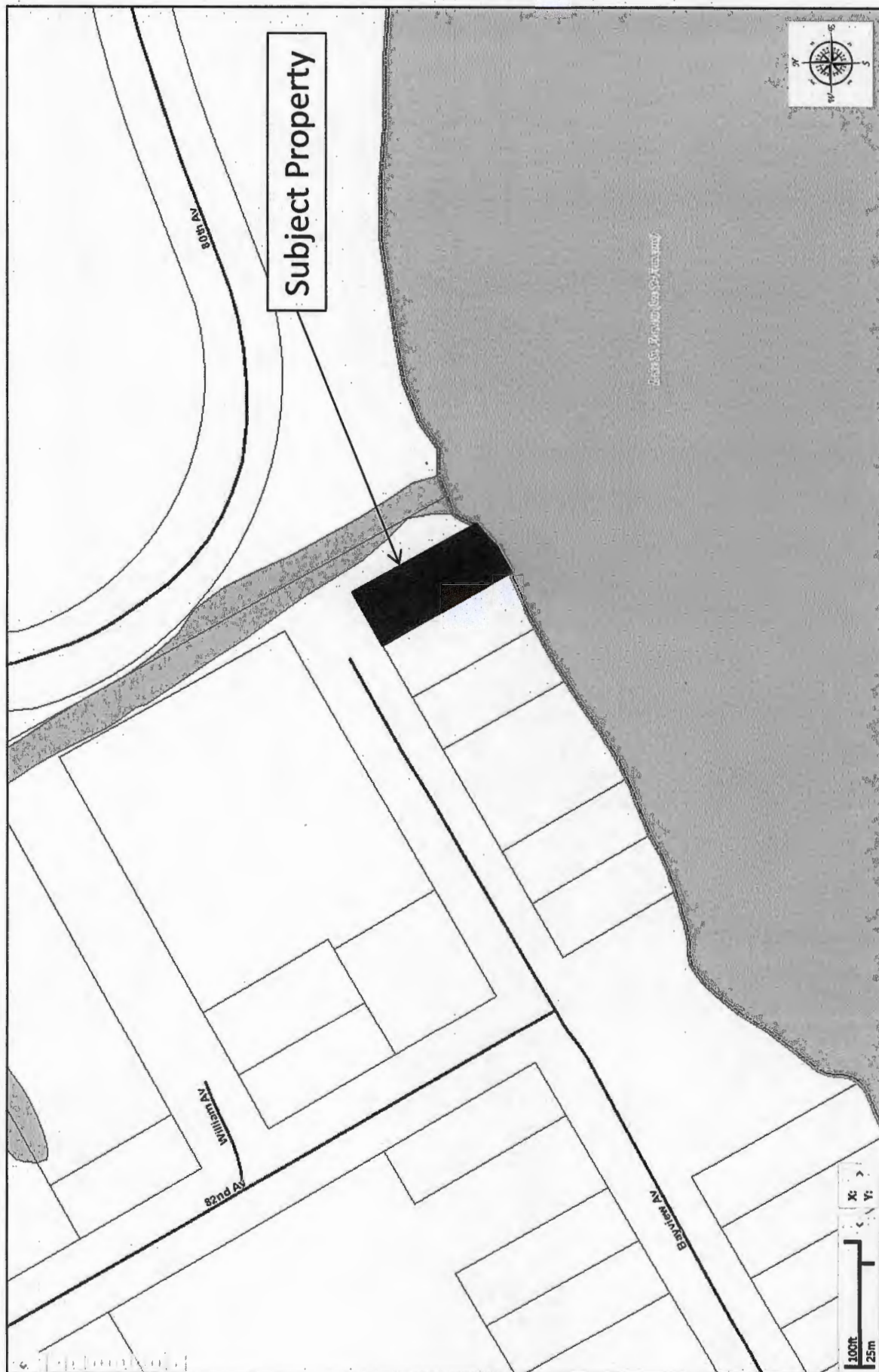
You are entitled to attend this public hearing in person to express your views about this application or you may be represented by counsel for that purpose.

A copy of the decision of the Committee of Adjustment will be sent to the applicant and to each person who appeared in person or by counsel at the hearing and who filed with the Secretary-Treasurer a written request for notice of the decision:

***“If the party notified does not attend at the hearing, the public hearing may proceed in their absence and they will not be entitled to any further notice in the proceedings.”***

Dated: September 9, 2016





**A-11-16**

**NOTICE OF PUBLIC HEARING  
OF APPLICATION FOR MINOR VARIANCE FROM BY-LAW  
(*The Planning Act, R.S.O. 1990, Section 45*)**

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**TAKE NOTICE** that an application has been made by Gaston and Nicole Viau for a minor variance from the provisions of Zoning By-law 38-09 of the Township of South Glengarry, as amended, (being a by-law respecting the use of land and the use and location of buildings) for the property located at 21198 Bayview Avenue, in the former Township of Lancaster, now the Township of South Glengarry for the following reasons:

The applicant is requesting relief from Part 6.2 and Part 3.39 (7) (d) of the Zoning By-law 38-09 to increase the maximum lot coverage from 36.8% to 40.7% and to reduce the watercourse setback from 30 meters to 12.1 meters to permit the construction of an addition to the existing single detached dwelling.

**FURTHER TAKE NOTICE** that the Committee of Adjustment will hold a public meeting on **Tuesday September 27, 2016 at 5:00 p.m.** for the purpose of a public hearing into this matter, to be held in the municipal office at 6 Oak Street, Lancaster, Ontario.

*THIS NOTICE IS SENT TO YOU BECAUSE YOU ARE AN ASSESSED OWNER OF LAND NEAR THE SUBJECT PROPERTY, OR AN INTERESTED PARTY. YOU ARE NOT COMPELLED TO ATTEND, HOWEVER, THE APPLICANT OR HIS AGENT MUST BE PRESENT AT THE HEARING.*

You are entitled to attend this public hearing in person to express your views about this application or you may be represented by counsel for that purpose.

A copy of the decision of the Committee of Adjustment will be sent to the applicant and to each person who appeared in person or by counsel at the hearing and who filed with the Secretary-Treasurer a written request for notice of the decision:

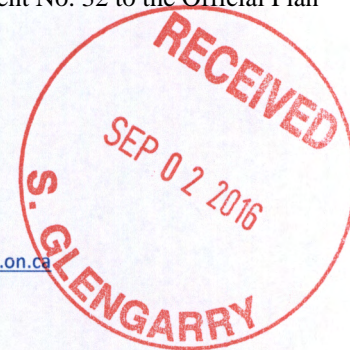
***“If the party notified does not attend at the hearing, the public hearing may proceed in their absence and they will not be entitled to any further notice in the proceedings.”***



**PLANNING DEPARTMENT**

26 Pitt Street, Suite 208, Cornwall, Ontario, K6J 3P2

Tel: 613-932-1515 • Fax: 613-936-2913 • Email: [info@sdgcounties.ca](mailto:info@sdgcounties.ca) • [www.sdg.on.ca](http://www.sdg.on.ca)



August 29, 2016

Mike Keene  
Fotenn Consulting Inc.  
4 Cataraqui St., Suite 15  
Kingston, On., K7K 1Z7

Dear Mr. Keene

**Reference: Decision of Amendment No. 32 to the Official Plan for  
The United Counties of Stormont, Dundas and Glengarry  
File No. 01-SG-OP/2015**

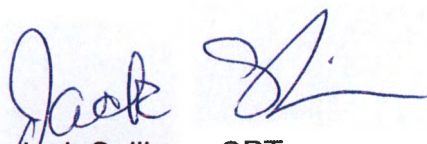
You will find enclosed the following documentation concerning Amendment No. 32, to the Official Plan for the United Counties of Stormont, Dundas and Glengarry:

- Notice of Decision
- The Decision Duly Signed
- By-law No. 5071 (OPA 32)

The Council of the United Counties of Stormont, Dundas and Glengarry approved the subject amendment on August 22, 2016. The Notice of Decision is dated August 29, 2016 and the last date of appeal is September 18, 2016.

Should you have any questions or require additional information, please do not hesitate to contact me at extension 245.

Sincerely Yours



Jack Sullivan, CPT  
GIS/Planning Technician

cc. Marilyn Lebrun, South Glengarry  
Andrea Gummo, MMAH

**File No.:** 01-SG-OP/2015  
**Applicant:** David Thompson

**Date of Decision:** August 22, 2016

**Municipality:** Township of South Glengarry  
(Former Township of Lancaster)

**Date of Notice:** August 29, 2016  
**Last Date of Appeal:** September 18, 2016

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## NOTICE OF DECISION

With respect to an Official plan Amendment:  
Subsection 17(35) of the Planning Act

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A decision was made on August 22, 2016 to approve all of Amendment No. 32 to the Official Plan for the United Counties of Stormont, Dundas and Glengarry as adopted by By-law No. 5071.

### Purpose and Effect of the Official Plan Amendment

The purpose of Amendment No.31 is to amend Section 9.03.2(a) to permit the division of the subject lands in South Glengarry by way of consent.

### When and How to File An Appeal

Notice to appeal the decision to the Ontario Municipal Board must be filed with the Approval Authority no later than 20 days from the date of this notice as shown above as the last date of appeal.

The notice of appeal should be sent to the attention of the Planner, at the address shown below and it must,

- (1) Be filed with the Council of the United Counties of Stormont, Dundas and Glengarry at the address shown below.
- (2) Must set out the reasons for the appeal and the specific part of the proposed Official Plan Amendment to which the appeal applies, and;
- (3) Must be accompanied by the fee prescribed under the Ontario Municipal Board Act in the amount of \$125.00, payable by certified cheque to the Minister of Finance, Province of Ontario.

### Who Can File An Appeal

Only individuals, corporations or public bodies may appeal the decision of the United Counties of Stormont, Dundas and Glengarry to the Ontario Municipal Board. An appeal may not be filed by an unincorporated association or group. However, a notice of appeal may be filed in the name of an individual who is a member of the association or group.

No person or public body shall be added as a party to the hearing of the appeal unless, before the plan was adopted, the person or public body made oral submissions at a public meeting or written submissions to the Council or, in the opinion of the Ontario Municipal Board, there are reasonable grounds to add the person or public body as a party.

### When the Decision is Final

The proposed official plan amendment is exempt from

approval by the Minister of Municipal Affairs and Housing. The decision of the Council of the United Counties of Stormont, Dundas and Glengarry is final if a Notice of Appeal is not received on or before the last day for filing a notice of appeal

### Other Related Applications:

The parcel of land subject to this Official Plan Amendment is the subject of an application under the Act for a Zoning By-law Amendment.

The proposed amendment to the Zoning By-law will not come into effect until such time as the related amendment to the Official Plan is approved by the Council of the United Counties of Stormont, Dundas and Glengarry

### Getting Additional Information

Additional information about the application is available for public inspection during regular office hours at the United Counties of Stormont, Dundas and Glengarry at the address noted below or from the office of the municipality noted above.

### Mailing Address for Filing a Notice of Appeal

United Counties of Stormont, Dundas and Glengarry  
26 Pitt Street  
Cornwall, ON K6J 3P2  
Attention: County Clerk  
Tel: (613) 932-1515  
Fax: (613) 936-2913

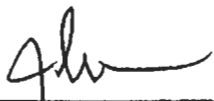
# DECISION

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**With Respect to an Official Plan Amendment:  
Section 17 and 21 of the Planning Act**

This amendment to the Official Plan for the United Counties of Stormont, Dundas and Glengarry which has been adopted by the Council of the Corporation of the United Counties of Stormont, Dundas and Glengarry by By-law 5071, is hereby approved in accordance with Section 17 of the *Planning Act*, RSO 1990, as amended, as Amendment No. 32 to the Official Plan for the United Counties of Stormont, Dundas and Glengarry.

Dated this 22nd day of August, 2016.



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Jamie MacDonald,  
Warden



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Helen Thomson,  
Clerk

**THE CORPORATION OF THE UNITED COUNTIES**

**OF STORMONT, DUNDAS AND GLENGARRY**

**BY-LAW NO. 5071**

**A BY-LAW** to adopt Official Plan Amendment No. 32 to the Official Plan of the United Counties of Stormont, Dundas and Glengarry.

**WHEREAS** the Official Plan of the United Counties of Stormont, Dundas and Glengarry was adopted by Council on July 18, 2005 and approved by the Minister of Municipal Affairs and Housing on August 14, 2006.


**AND WHEREAS** Section 17 (22) of The Planning Act, R.S.O., 1990 provides for the adoption of an official plan (or amendment) by a municipal council.


**AND WHEREAS** it is deemed that the amendment conforms to the intent of the County Official Plan and will serve to promote orderly development in the Township of South Glengarry and the United Counties of Stormont, Dundas and Glengarry.

**NOW THEREFORE** the Council of the Corporation of the United Counties of Stormont, Dundas and Glengarry enacts as follows:

1. That Official Plan Amendment No. 32 to the Official Plan of the Corporation of the United Counties of Stormont, Dundas and Glengarry, attached hereto as Schedule "A" to this By-law, is hereby adopted.
2. That this By-law come into force and effect on the final passing thereof.

**READ** and passed in Open Council, signed and sealed this 22nd day of August, 2016.

  
\_\_\_\_\_  
WARDEN

  
\_\_\_\_\_  
CLERK



**SCHEDULE "A" TO BY-LAW No. 5071**

**AMENDMENT NO. 32 TO THE  
OFFICIAL PLAN FOR THE  
UNITED COUNTIES OF STORMONT,  
DUNDAS AND GLENGARRY**

**Bainsville Bay  
Official Plan Amendment  
Township of South Glengarry**



**UNITED COUNTIES OF STORMONT,  
DUNDAS AND GLENGARRY**

**CERTIFICATION OF COMPLIANCE WITH PUBLIC INVOLVEMENT AND NOTICE REQUIREMENTS**

I, Helen Thomson, Clerk, hereby certify that the requirements for the giving of notice and the holding of at least one (1) public meeting as set out in Subsection 17(15) of the Planning Act, R.S.O. 1990, and the giving of notice as set out in Subsection 17(23) of the Planning Act, R.S.O. 1990, have been complied with.

Signed \_\_\_\_\_  
Helen Thomson, Clerk

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**Statement of Components**

**PART A - PREAMBLE**

**PART B - THE AMENDMENT**

**PART C – THE APPENDICES**

**Appendices**

**Appendix A: Notice of Public Meeting**

## **STATEMENT OF COMPONENTS**

**PART A - PREAMBLE** introduces the actual Amendment but does not constitute part of Amendment No. 32 to the Official Plan for the United Counties of Stormont, Dundas and Glengarry.

**PART B - THE AMENDMENT** consists of the following text, which constitutes Amendment No. 32 to the Official Plan for the United Counties of Stormont, Dundas and Glengarry.

**PART C - THE APPENDICES** do not form part of Amendment No. 32 but are provided to clarify the intent and to supply background information related to the Amendment.

## **PART A – PREAMBLE**

### **Purpose**

The purpose of Amendment No. 32 to the Official Plan for the United Counties of Stormont, Dundas and Glengarry, is to amend Section 9.03.2(a) of the Official Plan to permit the division of lands in South Glengarry by way of consent. The current policy states that all residential development shall be by plan of subdivision.

### **Location**

The subject property is described as Part of Lots 16 and 17, Concession 1 of the former Township of Lancaster, Township of South Glengarry, located south of Fernwood Drive.

The subject lands have an area of approximately 6.5 hectares and are generally located in the south east part of the Township of South Glengarry, on the north shore of the St. Lawrence River, approximately 6 kilometres west of the Ontario-Quebec border.

### **Basis**

The subject area is part of the Bainsville Bay/Pointe Mouillée Policy Area which was incorporated into Section 9.03.2 of the County Official Plan by Official Plan Amendment No. 2 on April 10, 2008. The amendment was approved by the Ministry of Municipal Affairs and Housing and modified by the Ontario Municipal Board.

Official Plan Amendment No. 2 identifies the land use designation of the subject lands as "Residential District" and provides policies to ensure that all future development in the area *"shall be sensitive to the nature of the shoreline and the site's natural heritage including the Bainsville Bay/ Pointe Mouillée Wetland"*.

Amendment No. 2 further directs that all new residential development in Lots 16, 17 and 18 will take place by plan of subdivision and will be subject to the relevant policies in the Official Plan.

The lands being considered in this amendment are located south of Fernwood Drive which is an open and maintained municipal road, accepted by the Township of South Glengarry through By-law 27-13.

The Planning Justification Report Prepared by Fotenn Planning and Urban Design, in support of the application, states that *"the multiple ownership and existing lot fabric also makes land division by consent more practical"*.

The following studies were provided by the applicant in support of the application:

- Planning Justification Report;
- Hydrogeological Assessment;
- Environmental Impact Assessment; and
- Archaeological assessment.

## **PART B - THE AMENDMENT**

### **The Introductory Statement**

All of this part of the document entitled, Part B - The Amendment, consisting of the following text, constitutes Amendment No. 32 to the Official Plan for the United Counties of Stormont, Dundas and Glengarry.

### **Details of the Amendment**

The Official Plan of the United Counties of Stormont, Dundas and Glengarry is amended as follows:

Section 9.03.2 of the County Official Plan dealing with Bainsville Bay/Pointe Mouillée Special Policy Area in the Township of South Glengarry is hereby amended by inserting the following text as subsection (a)

- (a) All new development in this special policy area shall adhere to applicable land use designation policies and other relevant policies of this Plan including the policies of 6.06.1 Natural Hazards. All residential development in part of Lots 16, 17 and 18, Concession 1 shall be by plan of subdivision, **with the exception of those lands located south of Fernwood Drive (excluding Parts 2 and 4 on Reference Plan 14R-5835, Part 5 on Reference Plan 14R-6027 and Part 10 on Reference Plan 14R-5842, which may occur by way of consent up to a maximum of 12 lots.***

### **Implementation**

1. This official plan amendment will be implemented through the Township of South Glengarry Zoning By-law and Consent policies of the Official Plan and the Planning Act.



**PART C – THE APPENDICES**

**APPENDIX A: NOTICE OF PUBLIC MEETING**

**APPENDIX B: RECORD OF PROCEEDINGS**

## **Appendix A: Notice of Public Meeting**

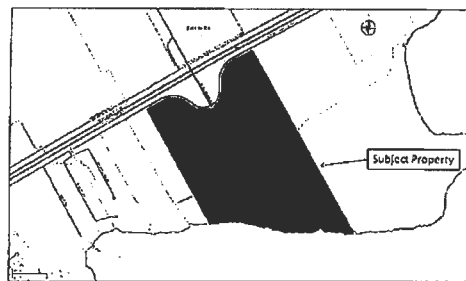


**TOWNSHIP OF SOUTH GLENGARRY  
PUBLIC MEETING CONCERNING A PROPOSED  
OFFICIAL PLAN OPA # 32**

**TAKE NOTICE** that the Council of the Corporation of the Township of South Glengarry will hold a public meeting on the **8<sup>th</sup> day of August, 2016** at **6:30 p.m** in the Council Chambers of the Municipal Building at 6 Oak Street, Lancaster, to consider a proposed official plan amendment under Section 17 of the Planning Act.

**EXPLANATORY NOTE:**

The purpose of the proposed amendment is to amend Section 9.03.2(a) of the Official Plan to permit the division of lands for 12 residential building lots by way of consent for the lands located in Part of Lots 16 & 17, Concession 1, south side of Fernwood Drive, in the former Township of Lancaster, now in the Township of South Glengarry. The current policy states that all residential development shall be by plan of subdivision.



Any person may attend the public meeting and/or make written or verbal representation either in support of, or in opposition to, the proposed amendments.

If you wish to be notified of the adoption of the proposed official plan amendment, you must make a written request to the United Counties of Glengarry, Dundas and Glengarry.

If a person or public body that files a notice of appeal of a decision of the United Counties of Glengarry, Dundas and Glengarry in respect of the proposed official plan amendment does not make oral submission at a public meeting or make written submissions to the United Counties of Stormont, Dundas and Glengarry before the proposed official plan amendment is adopted, the Ontario Municipal Board may dismiss all or part of the appeal.

**ADDITIONAL INFORMATION** relating to the proposed amendment, including additional copies is available at the Township office during regular office hours from 8:30 a.m. to 4:00 p.m.

DATED at the Township of  
South Glengarry, this 19<sup>th</sup> day  
of July, 2016.

Marilyn Lebrun  
Clerk  
Township of South Glengarry  
P. O. Box 489, 5 Oak Street  
Lancaster, Ontario K0C 1N0  
Telephone: (613) 347-1166 ext. 223  
marilyn@southglengarry.com

## **Appendix B: Record of Proceedings**

AUGUST 8, 2016

THE 2016 PUBLIC MEETING CONCERNING A PROPOSED OFFICIAL PLAN OPA # 32 WAS HELD IN THE EVENING AT THE TOWNSHIP OFFICE, LANCASTER ON AUGUST 8, 2016 at 6:30 pm.

THERE WERE PRESENT: Mayor Ian McLeod, Councillor Trevor Bougie, Councillor Lyle Warden and Councillor Bill McKenzie

REGRETS: Deputy-Mayor Frank Prevost and GM-Community Services Joanne Haley

STAFF PRESENT: CAO Bryan Brown, Clerk Marilyn Lebrun, GM-Infrastructure Ewen MacDonald and CBO Kevin Lalonde.

**Present at meeting were:**

Melvin and Jean Gardner  
Charles Sangster  
David Thompson  
Duncan Wightman  
Ben de Haan – County Engineer  
Allison McDonald – Manager of Planning

**RESOLUTION NO. 215-16**

Moved by: Trevor Bougie  
Seconded by: Bill McKenzie

BE IT RESOLVED THAT the **OPEN Public Meeting** for the Official Plan Amendment # 32 – for Part of Lots 16 & 17, Concession 1, former Township of Lancaster now in the Township of South Glengarry now be opened, Carried.

**Marilyn LeBrun – Clerk** stated the purpose of the Public Meeting, being an amendment to the Official Plan # 32 for the United Counties of Stormont, Dundas and Glengarry. The purpose of the amendment is to amend Section 9.03.2(a) of the Official Plan and to permit the division of lands for 12 residential building lots by way of consent for the lands located in Part of Lots 16 & 17, Concession 1, south side of Fernwood Drive.

**RESOLUTION NO. 216-16**

Moved by: Trevor Bougie  
Seconded by: Lyle Warden

BE IT RESOLVED THAT the Agenda for the **Open Public Meeting** for the Official Plan Amendment # 32 on August 8, 2016 be adopted as circulated. Carried.

**Mike Keene, MCIP, RPP – FonTenn** gave a presentation on the application for an Amendment to the County Official Plan located on Fernwood Drive in the Development known as Bainsville Bay. Development of lots south of Fernwood.

**Discussion on the Subject Matter:**

1

Various questions were asked during the public meeting, Councillor Warden asked the question if this amendment was Township wide or site specific and Mr. Keene answered the questions .

Councillor McKenzie asked why the Township was doing the Official Plan Amendment when it is a County Process. Mr. Keene also answered Councillor McKenzie's question saying it is local to our municipality as to where the development is occurring.

**RESOLUTION NO. 217-16**

**Moved by: Lyle Warden**

**Seconded by: Trevor Bougie**

**BE IT RESOLVED THAT** the Open Public Meeting for the Official Plan Amendment # 32 – Part of Lots 16 & 17, Concession 1, former Township of Lancaster now in the Township of Couth Glengarry now be CLOSED.  
Carried.

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



## Monday, January 30 continued...

### 2:25 pm MicroSessions Block D

- Silent Downloads: The Increasing Social Service Cost to DSSABs
- Stone, Sand, Gravel - What's Coming Out of Ontario
- Rail Safety
- Your Youth as Your Municipal Champions
- Closing the Legislative Gaps between Zoning By-Laws and Provincial Legislation
- The Effect of Climate Change and Carbon Tax on Rural Ontario
- Changes to the *Conservation Authorities Act*
- Municipal Wastewater Assets - How to Make Small Rural Systems Efficient

### 3:00 pm Coffee Break with the Exhibitors

### 3:30 pm Patrick Brown, Leader of the Opposition (invited)

### 3:45 pm ROMA AGM

### 3:55 pm Andrea Horwath, Leader of the Ontario NDP (invited)

### 4:10 pm Building Partnerships with First Nations

### 4:40 pm Ministers' Forum

## Tuesday, January 31

### 7:00 am Registration Opens

### 8:00 am Sponsored Breakfast Sessions

- Details coming soon

### 9:00 am Bringing 'Rural' and 'Municipalities' Together

- Speakers: Honourable Jeff Leal, Minister, Ministry of Agriculture, Food and Rural Affairs (invited) and Honourable Bill Mauro, Minister, Ministry of Municipal Affairs (invited)

### 9:45 am Question Box

- Presented by Fred Dean and a panel of experts

### 10:45 am Strengthening the Human Condition in Rural Ontario

### 11:10 am Closing Keynote: *How Rural Speaks to Cities*

- Rex Murphy

### 11:40 am Closing Remarks and Wrap Up Prize Draw

## Things to Note:

### Guestrooms

Negotiated room rates for the Conference are in effect until December 16, 2016. Book your room today and save!

- Traditional guest rooms, single and double rate: \$209.00 limited availability, almost sold out.
- Deluxe guest rooms, single and double: \$249.00

Please note the following:

- There is a booking policy in effect for all rooms: A one night non-refundable deposit is required at time of booking. If cancelled outside of 30 days of December 29th, there will be one night cancellation applicable. If cancelled within 30 days of December 29th, all nights on the booking will be charged.
- The negotiated room rate is available from January 25th to February 3rd, 2017

Book Online:

<https://www.starwoodmeeting.com/Book/AA26AD>

Or contact the hotel at 416.361.1000 or 866.716.8101 and use booking code ROMA 2017

### Travel to Toronto

Discounted conference rates on Via Rail, Porter Airlines and Air Canada can be found on the ROMA.on.ca site.

### Registration

Conference registration is open. Register via fax or e-mail using the form on page three, or log in at roma.on.ca for online registration.

Don't forget to reserve your guestroom today.

Full details at roma.on.ca

\*programming information subject to change.





## Program at a Glance

### Sunday, January 29

10:00 am Registration Opens

#### 1:00 pm Sunday Sessions Block A

- ROMA Hears. ROMA Listens. Sharing Best Practices
- From the Shadows to the Spotlight: Your Time as an Elected Partner (Spousal/Partner Session)
- What's Next with LAS: Focus Group Sessions
- Managing the Municipal Assessment Base

3:00 pm Coffee Break

#### 3:30 pm Sunday Sessions Block B

- What's Next Ontario
- Bridging Communications Channels
- What's Next with LAS: Focus Group Sessions
- Social Media 101

5:00 pm Time with the Exhibitors

8:00 pm Welcome Reception

### Monday, January 30

7:00 am Registration Opens & Breakfast with the Exhibitors

8:30 am O Canada and Welcome Remarks

8:45 am Opening Keynote: *13 Ways to Kill Your Community*  
• Author, Doug Griffiths

9:35 am Remarks from ROMA Chair, Ron Holman

9:50 am Rural Economic Development: The Glass is not Empty  
• Speaker: AL Lauzon, Acting Chair, School of Environmental Design and Rural Development

10:30 am Message from the Premier (Invited)

10:45 am Coffee with the Exhibitors

#### 11:15 am MicroSessions Block A

- The Future of Food in Rural Ontario
- Why You Should Care About Asset Management
- Ward vs At Large Elected Representatives – The Pros & Cons
- The Path and Trails to Healthy Rural Communities
- Shoreline Preservation and Restoration
- Sustainable Health Care in Rural Communities
- From CCACs to LHINs: What this means for Rural Communities
- Sequestering Boreal Carbon and Economic Development
- The Impact of the *Municipal Election Act* Changes
- The Ombudsman and Integrity Commissioners: Rules and Responsibilities
- Court Decisions Impacting Municipal Councils use of Social Media
- Growing Food Tourism in Rural Ontario
- The Impact of the *Waste Diversion Act* Changes

12:00 pm Lunch

1:00 pm Dessert with the Exhibitors and Prize Draw

#### 1:30 pm MicroSessions Block B (repeated from Block A)

- Sustainable Health Care in Rural Communities
- From CCACs to LHINs: What this means for Rural Communities
- Sequestering Boreal Carbon and Economic Development
- The Impact of the *Municipal Election Act* Changes
- The Ombudsman and Integrity Commissioners: Rules and Responsibilities
- Court Decisions Impacting Municipal Councils use of Social Media
- Growing Food Tourism in Rural Ontario
- The Impact of the *Waste Diversion Act* Changes

#### 1:30 pm MicroSessions Block C (90-minute sessions)

- Community Hubs: Making Them Work for You
- The Future Impact of Energy on Rural Ontario
- From Broadband to Satellite – The Future of Communication Infrastructure in Rural Ontario
- Connecting the Community and Economy with Trails



## Registration Form

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

City, Province, Postal Code: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

## Registration Fees

Please check registration type below.		Early Bird Rate (until July 22, 2016)		Regular Rate (until January 28, 2017)		On Site Rate (January 29 - 31, 2017)	
		Member	Non Member	Member	Non Member	Member	Non Member
<input type="checkbox"/>	Full Registration	\$ 550	\$600	\$600	\$650	\$ 650	\$ 700
<input type="checkbox"/>	One Day - Monday	\$350	\$400	\$400	\$450	\$ 450	\$ 500
<input type="checkbox"/>	Half Day - Tuesday	\$200	\$250	\$250	\$300	\$ 300	\$ 350

## Payment:

Completed forms with payment can be sent to ROMA via fax at 416.971.9372 or emailed to [events@amo.on.ca](mailto:events@amo.on.ca) or mailed to ROMA, 200 University Avenue, Suite 801, Toronto, ON, M5H 3C6

Please remit:

Registration Fee	\$
HST (13%)	\$
<b>TOTAL TO BE REMITTED</b>	<b>\$</b>

☐ Invoice Me (option only available to Member municipalities)

☐ Cheque made out to Rural Ontario Municipal Association

☐ MasterCard ☐ Visa

Credit Card # \_\_\_\_\_

Expiry Date \_\_\_\_\_

Signature \_\_\_\_\_

Name on Card \_\_\_\_\_

## Things to Know:

- Rates listed do not include HST. Please ensure to include HST when submitting your payment.
- Confirmation will be sent after each registration, modifications or cancellation. Review your confirmation carefully for accuracy.
- All cancellations must be submitted in writing to ROMA via e-mail at [events@amo.on.ca](mailto:events@amo.on.ca). Cancellations received prior to 4:30 pm ET, October 31, 2016 will be eligible for a refund less \$95.00 (plus HST) administration fee. Cancellations made after 4:30 pm are non-refundable. An alternate attendee name may be substituted at any time.

## Additional Needs

Please list any dietary, accessibility or other needs:

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## ONTARIO GOOD ROADS ASSOCIATION

1525 CORNWALL ROAD, UNIT 22  
OAKVILLE, ONTARIO L6J 0B2  
TELEPHONE 289-291-6472  
FAX 289-291-6477  
[www.ogra.org](http://www.ogra.org)



August 30, 2016

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

Attention: Mayor & Members of Council

Re: OGRA Conference, February 26 – March 1, 2017, Fairmont Royal York Hotel

OGRA has received numerous letters from municipalities endorsing a resolution from the Township of South-West Oxford regarding ROMA's decision to end the OGRA/ROMA Combined Conference partnership. OGRA would like to take a moment to set the record straight.

The OGRA Board of Directors was surprised and disappointed by ROMA's unilateral decision to revert back to running a separate conference, thus ending a very productive, 17 year partnership that served Ontario municipalities well. The Combined Conference was a major success that strengthened both organizations. OGRA remains open to re-establish the Combined Conference partnership with ROMA because that is the best way for both organizations to serve their municipal members.

That said, we also want to take a moment to assure you that the 2017 OGRA Conference will continue to offer a diverse cutting edge program for our delegates. We can confirm that:

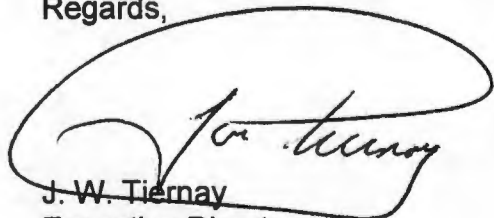
- A number of world class keynote speakers have confirmed their attendance;
- The concurrent sessions will cover the wide spectrum of municipal issues and will continue to be both thought-provoking and applicable to OGRA's municipal members;
- For the third consecutive year, OGRA will convene the Small Town Forum;
- OGRA's Emerging Municipal Leaders Forum will also be held for the third straight year;
- OGRA intends to hold a Ministers' Forum and are in discussions with the Ministry of Municipal Affairs regarding the scheduling of delegations during the

- conference. The fact that the OGRA Conference will be held later in February when the legislature is sitting, will no doubt facilitate Provincial participation;
- The trade show will be substantially enhanced;
- Additional meals will be included in the basic registration fee; and
- Registration fees will be unchanged from 2016 rates.

Should you or any members of your council have any questions, I would encourage to you contact us.

On behalf of the OGRA Board of Directors, we hope to see you at the 2017 OGRA Conference in Toronto, February 26<sup>th</sup> – March 1<sup>st</sup>, 2017.

Regards,

A handwritten signature in black ink, appearing to read "J. W. Tiernay", is written over a large, loopy oval shape.

J. W. Tiernay  
Executive Director

## INFORMATION REPORT



**REPORT TO:** Council of South Glengarry

**MEETING DATE:** September 19, 2016

**SUBJECT:** Statement of Revenues and Expenses - August

**PREPARED BY:** L. McDonald, Deputy Treasurer

Good evening Council:

As discussed when the Council meeting dates were changed, this report will most likely fall on the second meeting.

Please find attached the Statement of Revenues and Expenses for month end August.

Thank you,  
Lachlan



Township of South Glengarry  
Statement of Revenue and Expenditures  
as of 06/09/2016

Statement of Revenues and Expenses - August

	2015 Budget	Year to Aug 2015	2016 Budget	Year to Aug 2016	Difference Budget to Actual
<b>REVENUES</b>					
<b>Taxation - Regular Roll</b>					
Interim Billing Clearing Account				-	
Township	7,483,025	7,483,025	8,068,575	8,068,575	-
Tax Cap Reduction (Twsp & County)	(1,000)	-	-	-	-
County	9,078,062	9,078,062	9,338,217	9,338,217	-
Schools	4,134,491	4,134,491	4,225,523	4,225,523	-
Other Charges, St. Lts, W/S, etc.	367,575	363,441	387,108	370,260	(16,848)
<b>SUB TOTAL</b>	<b>21,062,153</b>	<b>21,059,019</b>	<b>22,019,423</b>	<b>22,002,575</b>	
<b>Supplementary Taxation</b>					
Township (SHARED)				-	-
County & Schools				-	-
<b>SUB TOTAL</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Municipal Fees &amp; User Charges</b>					
Administration	531,400	454,100	533,900	357,490	(176,410)
Building Permit Fees incl. Permits, etc	214,300	198,072	207,900	191,799	(16,101)
Dog Tags & Kennel Fees	13,500	17,065	13,500	14,275	775
Fire Services	10,000	9,431	10,000	328,987	318,987
Road Services (including sale of equipment)	10,000	36,176	15,000	10,525	(4,475)
Garbage, Recycling & Landfill services	226,371	160,227	86,300	65,479	(20,821)
Glen Walter Sewer & Water	347,500	246,695	347,000	359,887	12,887
Lancaster Sewer & Water	488,500	329,869	484,000	334,174	(149,826)
Medical Centre Leases	22,000	16,425	29,000	19,288	(9,712)
Ambulance Bay Lease	16,000	11,200	16,800	11,200	(5,600)
Recreation & C. C. (0721 - 0741)	290,200	254,402	279,000	152,500	(126,500)
Planning Services	30,000	22,720	30,000	16,150	(13,850)
Economic Development Misc. Fees	10,000	10,160	10,000	9,150	(850)
Agricultural Services - TD Paid-Off	-	-	-	38,489	38,489
<b>SUB TOTAL</b>	<b>2,209,771</b>	<b>1,766,542</b>	<b>2,062,400</b>	<b>1,909,393</b>	
<b>Payments in Lieu of Taxes</b>					
Fed., Ont., Hydro, Railway, etc (SHARED)	142,070	13,759	144,090	14,282	(129,808)
<b>SUB TOTAL</b>	<b>142,070</b>	<b>13,759</b>	<b>144,090</b>	<b>14,282</b>	

Township of South Glengarry  
Statement of Revenue and Expenditures  
as of 06/09/2016

Statement of Revenues and Expenses - August

	2015 Budget	Year to Aug 2015	2016 Budget	Year to Aug 2016	Difference Budget to Actual
<b>REVENUES</b>					
<b>Ontario Grants</b>					
Ontario Municipal Partnership Fund (OMPF)	968,000	726,000	974,900	731,175	(243,725)
Ontario Livestock Damage Reimbursement	4,000	5,965	5,000	-	(5,000)
M.T.O. 401 Fires	20,000	29,930	20,000	14,175	(5,825)
Quarries Grant	20,000		20,000	-	(20,000)
Recycling Grant	100,000	22,365	100,000	26,625	(73,375)
Nursery School Funding					-
Drainage Super Grant	12,000		17,808	-	(17,808)
Tile Drainage Loans				-	-
Ontario Community Infrastructure Fund (OCIF)	81,992	81,992	82,000	81,992	(8)
Broadband Project Grant	-			-	-
JCP Grant	-				-
Small Waterworks Assist. Program				-	-
Ontario Trillium Funding				-	-
Kraft Bridge Funding				-	-
Misc. Grants (Federal & provincial) (Trails)	68,616	46,283	11,000	3,133	(7,867)
<b>SUB TOTAL</b>	<b>1,274,608</b>	<b>912,535</b>	<b>1,230,708</b>	<b>857,099</b>	
<b>Federal Grants</b>					
Summer Career Placement Prog.	8,200	-	7,000	-	(7,000)
Canada 150 Grant	-	-	30,000	-	-
Gas Tax Funding				-	-
<b>SUB TOTAL</b>	<b>8,200</b>	<b>-</b>	<b>37,000</b>	<b>-</b>	
<b>Transfers from Reserves</b>					
Transfer from General Reserve				-	-
Development Charge Reserve					-
Transfer from Election Reserve				-	-
Transfer from Fire Reserve	1,450,000	277,983		-	-
Transfer from Admin Reserve			10,000		-
Transfer from Fire Training Reserve				-	-
Transfer from Airport Reserve	17,250		23,550	-	(23,550)
Transfer from Roads Buildings Reserve				-	-
Transfer from Peanut Line Reserve				-	-
Transfer from Roads Equipment Reserve	230,000		150,000	-	(150,000)
Transfer from Gas Tax Reserve Fund	391,000		391,000	-	(391,000)

Township of South Glengarry  
Statement of Revenue and Expenditures  
as of 06/09/2016

Statement of Revenues and Expenses - August

	2015 Budget	Year to Aug 2015	2016 Budget	Year to Aug 2016	Difference Budget to Actual
Transfer from Misc Road Const. Reserve				-	-
Nursery School Water				-	-
Transfer from Waste Management Res				-	-
Transfer from Recreation Centre Reserve			30,000	-	(30,000)
Transfer from Bridge Reserve	1,100,000		1,100,000	-	(1,100,000)
Transfer from Zamboni Reserve				-	-
Wharf - South Lancaster				-	-
Transfer from P Rozon Park Reserve				-	-
Transfer from Glengarry Sports Palace Reserve				-	-
Transfer from Charlottenburgh Park Reserve				-	-
Transfer from Museum Reserve	11,000			-	-
Transfer from Parkland Reserve	25,000	25,000		-	-
Transfer from Summerstown Trail Reserve				-	-
Transfer from Planning Reserve				-	-
Misc Transfer from Reserve			22,000	-	(22,000)
<b>SUB TOTAL</b>	<b>3,224,250</b>	<b>302,983</b>	<b>1,726,550</b>	<b>-</b>	
Transfer from WIP Reserve - PSAB					
<b>TOTAL REVENUES</b>	<b>27,921,052</b>	<b>24,054,838.00</b>	<b>27,220,170.76</b>	<b>24,783,349.38</b>	<b>(2,396,821)</b>

Township of South Glengarry  
Statement of Revenue and Expenditures  
as of 06/09/2016

Statement of Revenues and Expenses - August

	2015 Budget	Year to Aug 2015	2016 Budget	Year to Aug 2016	Difference Budget to Actual
<b>EXPENDITURES</b>					
<b>General Government</b>					
Legislative	148,950	120,826	144,700	107,343	(37,357)
Administration & Office Bldg	1,034,660	665,564	1,142,100	655,200	(486,900)
Transfer to Reserve at Year End		-	-	-	-
Smithfield Hall (Legion)	94,850	98,160	23,300	17,909	(5,391)
Williamstown (old offices)	3,300	1,625	3,800	3,923	123
Lancaster Library	10,100	6,392	15,600	11,699	(3,901)
Signage Rehab. trsf to WIP		-			-
Friends of Summerstown Trail -Prov Funding		-			-
Trsf to Sumerstown Trail Reserve		-		-	-
LACAC, Special Projects	4,500	110	1,000	-	(1,000)
Abandoned Cemetary Maintenance		-	10,000	5,350	(4,650)
Transfer to Gas Tax Reserve		-		-	-
Transfer to Election Reserve/ <b>Election Expense</b>	15,000	15,000	16,000	1,476	(14,524)
Grants & Donations	58,350	19,463	53,850	50,916	(2,934)
Glengarry Archives	18,420	10,181	18,000	15,951	(2,049)
Tax Write-Off & Adj. - Township	33,750	6,606	58,000	8,227	(49,773)
Tax Write-Off charge to Others		16,912		36,477	36,477
<b>SUBTOTAL</b>	<b>1,421,880</b>	<b>960,839</b>	<b>1,486,350</b>	<b>914,471</b>	
<b>Protection to Persons &amp; Property</b>					
Protective Inspection & Control (Building Dept)	357,800	216,566	401,150	236,280	(164,870)
Building Department - Building Addition					-
Conservation Authority	166,887	152,679	153,317	153,294	(23)
Animal Control	35,300	13,106	38,700	3,107	(35,593)
Line Fence Act Expenses		3	-	-	-
Emergency Management Co-ordinator	12,350	6,198	13,750	8,759	(4,991)
Fire Departments - General Operations	303,700	188,646	425,500	176,183	(249,317)
- Fire Departments - Transfer to Reserve	300,000	300,200	300,000	-	(300,000)
Glen Walter Fire Station	117,400	48,838	135,500	70,194	(92,739)
- Glen Walter Station - Capital	1,120,000	47,527	-	81,533	81,533
Lancaster Fire Station	133,880	50,861	126,500	381,981	255,481
- Lancaster Station - Capital		-	-	-	-
Martintown Fire Station	100,180	41,410	109,870	42,761	(67,109)
- Martintown Station - Capital	350,000	277,983	-	-	-
North Lancaster Fire Station	114,480	39,014	121,100	40,811	(80,289)
Williamstown Fire Station	118,640	33,290	102,680	36,293	(66,387)
<b>SUBTOTAL</b>	<b>3,230,617</b>	<b>1,416,321</b>	<b>1,928,067</b>	<b>1,231,197</b>	

Township of South Glengarry  
Statement of Revenue and Expenditures  
as of 06/09/2016

Statement of Revenues and Expenses - August

	2015 Budget	Year to Aug 2015	2016 Budget	Year to Aug 2016	Difference Budget to Actual
<b>EXPENDITURES</b>					
<b>Transportation Services</b>					
Street Lighting	175,000	121,821	198,500	100,570	(97,930)
Cornwall Regional Airport	29,250	1,548	80,270	22,907	(57,363)
Road Administration	703,500	592,362	818,600	412,059	(406,541)
Road Buildings & Yard	223,325	96,166	189,125	65,491	(123,634)
<b>Roads Maintenance</b>					
Road Patrol	21,000	15,123	22,300	11,128	(11,172)
Mowing	66,420	46,594	89,000	43,999	(45,001)
Ditching	28,720	3,372	45,000	32,520	(12,480)
Brushing	22,400	33,983	64,000	42,490	(21,510)
Debris & Litter	21,160	10,209	22,000	11,535	(10,465)
Culvert Maint. & Replacement	74,440	37,012	104,000	82,649	(21,351)
Hardtop Patching	70,600	46,802	63,000	35,669	(27,331)
Hardtop Sweeping	17,730	14,007	18,000	14,143	(3,857)
Hardtop Shouldering	41,040	2,371	14,500	3,090	(11,410)
Hardtop Crack Sealing	20,000	-	10,000	12,208	2,208
Hardtop Line Painting	15,000	-	15,000	71	(14,929)
Sidewalk Maintenance	-	-	15,000	-	(15,000)
Loosetop Grading	122,700	73,777	115,000	78,775	(36,225)
Loosetop Dust Control	143,000	167,091	169,000	173,374	4,374
Loosetop Resurfacing	437,280	441,527	447,000	461,385	14,385
Signs & Safety Devices	37,780	39,410	45,500	22,892	(22,608)
Guiderails	15,000	-	15,000	-	(15,000)
Railway Crossings	31,000	17,268	30,000	17,658	(12,342)
Rds & Rec Community Services	4,560	3,047	3,500	1,567	(1,933)
Sundry & Miscellaneous	2,000	1,726	5,300	2,918	(2,382)
Winter Plowing & Sanding	675,800	479,453	525,000	385,866	(139,134)
Winter Ice Blading	18,420	14,756	15,000	22,250	7,250
Winter Sidewalks - Snow Removal	52,900	35,391	43,000	29,056	(13,944)
Winter Flood Control	9,000	1,233	3,250	1,294	(1,956)

Township of South Glengarry  
Statement of Revenue and Expenditures  
as of 06/09/2016

Statement of Revenues and Expenses - August

	2015 Budget	Year to Aug 2015	2016 Budget	Year to Aug 2016	Difference Budget to Actual
<b>EXPENDITURES</b>					
<b>Roads Construction &amp; Equipment</b>					
1st Line Bridge		-	50,000	17,808	
2nd Line Bridge (SN 33043)		-	37,500	-	
Airport Road (2.9 KM - P/P)		-	290,000	-	
Purcell Road (1.1 KM - P/P North of Tyotown)		-	135,000	-	
Kilkenny Road (0.9 KM - P/P)		-	180,000	-	
Bray Road (0.4 KM - P/P)		-	120,000	-	
Lawrence Road (0.6 KM - P/P)		-	40,000	-	
Church Avenue (0.3 KM - P/P)		-	40,000	-	
Warren Street (0.2 KM - P/P)		-	30,000	-	
Sand/Short/Hay Road (X.X KM - P/P)		-	35,000	-	
Gore Road (3.5 KM - Surface Treatment)		-	150,000	1,851	
Kraft Road (2.6 KM - Surface Treatment)		-	100,000	3,252	
Diversion Road (1.0 KM - Surface Treatment)		-	40,000	1,107	
Bridge & Culvert Improvements		-		-	-
Kraft Bridge Reconstruction	1,200,000	2,424	1,300,000	438,606	(861,394)
Little 5th Culvert		1,030		-	-
Martintown Sidewalks				-	-
Pilon's Point Rd - Pulvarize & Pave	40,000	-		-	-
Glen Roy Rd	470,000	273		-	-
3rd Line Rd - Pad & Pave	400,000			-	-
Beaverbrook Rd - Surface Treatment	222,000	3,746		-	-
Little 5th Road - Surface Treatment	17,000			-	-
Glen Roy Bridge - Structural Evaluation & Repairs	120,000	14,718		-	-
Williamstown Sidewalks	70,000		108,000	-	(108,000)
Street "A" Construction	-			-	-
Butternut Lane Bridge - Structural Evaluation	20,000	20,250		-	-
Misc. Const., Rd All. Costs	3,900	2,945	5,700	44,808	39,108
Equipment Purchase	246,000	29,766	150,000	-	(150,000)
Transfer to Equipment Reserve	230,000	230,000	230,000	-	(230,000)
Water Reserve Upgrade - Boundary Rd ?????				-	-
<b>Fleet Maintenance &amp; Rental</b>					
Road Fleet Maintenance	547,900	345,054	531,000	315,390	(215,610)
Twsp Equip. Rental (Internal)	(566,586)	(307,978)	(365,000)	(212,795)	152,205
<b>SUBTOTAL</b>	<b>6,099,239</b>	<b>2,638,277</b>	<b>6,392,045</b>	<b>2,697,592</b>	



Township of South Glengarry  
Statement of Revenue and Expenditures  
as of 06/09/2016

Statement of Revenues and Expenses - August

	2015 Budget	Year to Aug 2015	2016 Budget	Year to Aug 2016	Difference Budget to Actual
<b>EXPENDITURES</b>					
<b>Environmental Services</b>					
Garbage Collection	492,000	287,903	490,300	320,735	(169,565)
Landfill Sites General & Waste Man. Plan	183,221	233,777	53,900	33,188	(20,712)
Beaverbrook Landfill Site	147,550	80,692	121,400	80,632	(40,768)
North Lancaster Landfill Site	135,000	53,206	129,500	48,551	(80,949)
Recycling, Etc.	299,000	142,180	290,500	164,169	(126,331)
Cty Rd 27 - Closed Site	3,250	2,063	8,500	5,899	(2,601)
Environmental Cleanups	-	-	-	-	-
Pumping Stations	4,600	1,163	5,000	9,516	4,516
Sewer/Water Oper. (SHAREABLE)	-	304,773	-	297,232	297,232
Glen Walter Water & Sewage	347,500	128,571	347,000	107,310	(239,690)
Lancaster Water & Sewage	522,000	94,074	517,500	119,254	(398,246)
Green Valley Sewage	76,000	23,527	78,000	11,884	(66,116)
Kennedy Water Plant	26,700	7,229	24,700	13,310	(11,390)
Regional Water Project	-	-	-	-	-
<b>SUBTOTAL</b>	<b>2,236,821</b>	<b>1,359,158</b>	<b>2,066,300</b>	<b>1,211,680</b>	
<b>Health Services</b>					
Lan-Char Medical Centre	43,925	24,683	47,625	46,006	(1,619)
Ambulance Lease Transfer to Reserve	16,000	-	16,000	-	(16,000)
Nursery School (Pay Equity settlement)	-	-	-	-	-
<b>SUBTOTAL</b>	<b>59,925</b>	<b>24,683</b>	<b>63,625</b>	<b>46,006</b>	
<b>Recreation &amp; Cultural Services</b>					
Administration	287,320	185,458	302,300	201,115	(101,185)
Recreation Administration - Management	40,400	26,227	39,200	22,407	(16,793)
G.S.P. Levy	84,132	84,135	68,800	68,732	(68)
Programs	65,220	46,154	64,350	37,470	(26,880)
Char-Lan Community Centre	427,050	311,348	423,090	264,625	(158,465)
Martintown Community Centre	27,720	39,058	35,100	24,762	(10,338)
Green Valley Comm Centre	13,000	10,355	26,300	13,568	(12,732)
North Lancaster Optimist Comm Centre	9,300	5,072	10,900	4,177	(6,723)
N'or Westers Museum	30,525	26,815	42,025	19,255	(22,770)
Parks Maintenance & Capital	285,150	174,696	302,400	161,109	(141,291)
Charlottenburgh Park	-	-	-	-	-
Wharf Maint - South Lancaster	1,000	7,787	5,000	1,549	(3,451)
Peanut Line Trail	48,750	42,573	15,500	7,251	(8,249)
Cairnview Park	15,000	15,000	15,000	-	(15,000)
<b>SUBTOTAL</b>	<b>1,334,567</b>	<b>974,678</b>	<b>1,349,965</b>	<b>826,020</b>	

Township of South Glengarry  
Statement of Revenue and Expenditures  
as of 06/09/2016

Statement of Revenues and Expenses - August

	2015 Budget	Year to Aug 2015	2016 Budget	Year to Aug 2016	Difference Budget to Actual
<b>Planning &amp; Development</b>					
Planning & Zoning	112,350	80,057	112,332	80,482	(31,850)
Economic Development	137,700	75,974	174,700	89,113	(85,587)
Municipal Drains	24,000	14,714	35,616	12,660	(22,956)
Tile Drainage	51,400	26,508	47,432	67,388	19,956
<b>SUBTOTAL</b>	<b>325,450</b>	<b>197,253</b>	<b>370,080</b>	<b>249,643</b>	
<b>TOTAL EXPENDITURE</b>	<b>14,708,499</b>	<b>7,571,209</b>	<b>13,656,432.00</b>	<b>7,176,610</b>	<b>(6,479,822)</b>
<b>Requisitions</b>					
County (Tax levy portion only)	9,078,062	9,078,062	9,338,217	9,338,217	-
School Boards (Tax levy portion only)	4,134,491	4,134,491	4,225,523	4,225,523	-
<b>SUBTOTAL</b>	<b>13,212,553</b>	<b>13,212,553</b>	<b>13,563,740</b>	<b>13,563,740</b>	-
<b>TOTAL EXPENDITURE</b>	<b>27,921,052</b>	<b>20,783,762</b>	<b>27,220,172</b>	<b>20,740,350</b>	<b>(6,479,822)</b>
(Surplus)/Deficit	-	(3,271,076)	0	(4,042,999)	(4,042,999)
<b>PSAB Transactions</b>					
Acquisition of Capital Assets	4,549,000				
Additions in Work in Process					
Disposals & Deletions	(100,000)				
Amortization Expense	2,465,250				

**INFORMATION REPORT**

**REPORT TO:** Council of South Glengarry

**MEETING DATE:** September 19, 2016

**SUBJECT:** Smithfield Park Outdoor Rink

**PREPARED BY:** Ewen MacDonald – General Manager  
Infrastructure Services

Shannon Desgroseillers has volunteered to look after the flooding and shovelling of the Outdoor Rink at Smithfield Park this coming winter season. Shannon is the widow of Marcel Desgroseillers who looked after the rink for many years and she along with her kids would like to continue this volunteer work in his memory.

Park's and Facilities Lead Hand Richard Lapierre will meet with Shannon to ensure that the volunteers are familiar with the pump system and that they are aware of the issues with the Quonset hut.

The Township will therefore not be taking the Quonset hut down this year and given the circumstances will continue to set up and maintain the outdoor rink at Smithfield Park.

## INFORMATION REPORT

**REPORT TO:** Council of South Glengarry

**MEETING DATE:** September 19, 2016

**SUBJECT:** Infrastructure Services Monthly Report

**PREPARED BY:** Ewen MacDonald – General Manager  
Infrastructure Services



Capital Projects	Details	Expected Completion
	<b>Road Projects</b>	
Kraft Bridge SN 30022	<ul style="list-style-type: none"> <li>Rehabilitate</li> <li>Awarded to Willis Kerr</li> <li>Bridge to be closed from May through the end of September</li> </ul>	<ul style="list-style-type: none"> <li>October</li> </ul>
2 <sup>nd</sup> Line Bridger SN 33043	<ul style="list-style-type: none"> <li>Deck Condition Survey</li> <li>Structural Evaluation</li> </ul>	<ul style="list-style-type: none"> <li>October</li> </ul>
1 <sup>st</sup> Line Bridge SN 30062	<ul style="list-style-type: none"> <li>Consultant reviewing repair options for block walls at both ends of structure</li> <li>Repairs either this fall or replacement in 2017</li> </ul>	<ul style="list-style-type: none"> <li>October/November</li> </ul>
Airport Road Section No 4079	<ul style="list-style-type: none"> <li>Pulverize and Pave 2.9 km</li> <li>SDG Joint Tender awarded to Cornwall Gravel</li> </ul>	<ul style="list-style-type: none"> <li>Completed</li> </ul>
Purcell Road Section No 3141	<ul style="list-style-type: none"> <li>Pulverize and Pave 1.1 Km north of Tyotown</li> <li>SDG Joint Tender awarded to Cornwall Gravel</li> </ul>	<ul style="list-style-type: none"> <li>Top Soil and Seeding left to complete</li> <li>October</li> </ul>
Glen Walter	<ul style="list-style-type: none"> <li>Pulverize and Pave Kilkenny, Bray &amp; Lawrence</li> <li>SDG Joint Tender awarded to Cornwall Gravel</li> </ul>	<ul style="list-style-type: none"> <li>Top Soil and Seeding left to complete</li> <li>October</li> </ul>

Williamstown	<ul style="list-style-type: none"> <li>Pulverize and Pave Church &amp; Warren</li> <li>SDG Joint Tender awarded to Cornwall Gravel</li> </ul>	<ul style="list-style-type: none"> <li>Top Soil and Seeding left to complete</li> <li>October</li> </ul>
Summerstown Station	<ul style="list-style-type: none"> <li>Pave Sand, Short and Hay</li> <li>SDG Joint Tender awarded to Cornwall Gravel</li> </ul>	<ul style="list-style-type: none"> <li>Top Soil and Seeding left to complete</li> <li>October</li> </ul>
Surface Treatment	<ul style="list-style-type: none"> <li>Gore, Diversion &amp; Kraft</li> <li>7.1 km</li> <li>Awarded to Smith's Construction</li> </ul>	<ul style="list-style-type: none"> <li>Completed</li> </ul>
Surface Treatment	<ul style="list-style-type: none"> <li>Maple, East end of Little 5<sup>th</sup></li> <li>Added to program post budget</li> </ul>	<ul style="list-style-type: none"> <li>Completed</li> </ul>
Williamstown Sidewalk	<ul style="list-style-type: none"> <li>SDG 17 East</li> <li>750 Metres</li> </ul>	<ul style="list-style-type: none"> <li>October/November</li> </ul>
Municipal Tractor	<ul style="list-style-type: none"> <li>Awarded to Trackless</li> </ul>	<ul style="list-style-type: none"> <li>Completed</li> </ul>
<b>Water and Waste Water Projects</b>		
Capital Plan	<ul style="list-style-type: none"> <li>Bulk of work completed in house</li> <li>Report to be Peer Reviewed by Consultant</li> </ul>	<ul style="list-style-type: none"> <li>November</li> </ul>
Glen Walter Master Servicing Plan EA	<ul style="list-style-type: none"> <li>RFP Posted on MERX (E-Tendering Site) September 8<sup>th</sup></li> <li>2016 Closing Date October 11<sup>th</sup></li> <li>Council Award on October 17<sup>th</sup></li> </ul>	<ul style="list-style-type: none"> <li>2017</li> </ul>
Glen Walter Water Plant	<ul style="list-style-type: none"> <li>Chlorination Conversion</li> </ul>	<ul style="list-style-type: none"> <li>October/November</li> </ul>
Redwood Estates	<ul style="list-style-type: none"> <li>Plant Retrofit</li> <li>Design and approvals in 2016</li> <li>RFP to be issued in the fall</li> </ul>	<ul style="list-style-type: none"> <li>2017</li> </ul>
<b>Parks &amp; Facilities</b>		
Char Lan Recreation Centre	<ul style="list-style-type: none"> <li>Rink Glass in Lobby</li> <li>Canada 150 Grant Project</li> <li>Awarded to De Saulniers</li> </ul>	<ul style="list-style-type: none"> <li>Completed</li> <li>Issues with Condensation to be</li> </ul>

	Construction	addressed by Consultant and Contractor
Green Valley Community Centre	<ul style="list-style-type: none"> <li>• New Well</li> </ul>	<ul style="list-style-type: none"> <li>• October</li> </ul>
Nor Wester's Museum	<ul style="list-style-type: none"> <li>• Brick Repairs</li> <li>• New Doors</li> <li>• Application for an Ontario 150 Trillium Foundation Community Capital Program Grant to be submitted September 14th</li> <li>• Grant Application to include full renovation for electrical/plumbing/building envelope/energy efficiency and accessibility</li> </ul>	<ul style="list-style-type: none"> <li>• 2017</li> </ul>
Paul Rozon Park	<ul style="list-style-type: none"> <li>• Play Structure Surface</li> <li>• Rubberized Surface</li> </ul>	<ul style="list-style-type: none"> <li>• Completed</li> </ul>





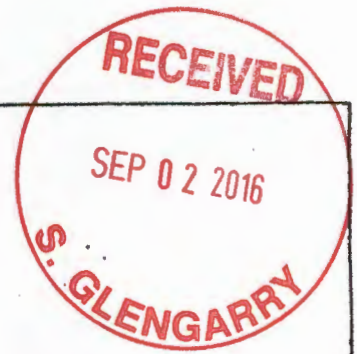
*Established in 1786*

*St. Raphael Parish*

*"The King's Road"*

ST. RAPHAEL'S WEST  
WILLIAMSTOWN - ONTARIO - K0C 2J0

TEL. (613) 347-2247  
FAX (613) 347-7452



*Aug 28/16*

## *Township of South Glengarry*

On behalf of the St. Raphael's 2016 Galarama Committee I want to thank you for your generous donation to our silent auction booth. We can only imagine how many requests you receive to support worthwhile causes and we appreciate your decision to sponsor St. Raphael's.

Our 40th Galarama was again very successful. Attendance was great and the weather was perfect. Those gathered were treated to excellent entertainment, a variety of booths, and the opportunity to mingle with family and friends on our historic grounds.

Please accept our best wishes for your continued entrepreneurial achievements and our gratitude for your participation in the St. Raphael's 40th Galarama.

*Carmel Macdonell*

Galarama Silent Auction Co-Ordinator

*Thank you for agreeing to donate ice time to our silent auction table. We appreciate your support. Sandra Lalco had the top bid for the hour of prime-time ice & Mola Macdonell had the top bid for the hour of non-prime ice. Both were popular items.*

*Carmel.*



**ST. LAWRENCE VALLEY  
AGRICULTURAL SOCIETY**

Box 7, Williamstown, Ontario K0C 2J0

*Canada's Oldest Annual Fair*



September 6, 2016

Dear Fair Board Supporter,

On behalf of the Board of Directors of the St. Lawrence Valley Agricultural Society, I would sincerely like to thank you for your support with this year's Williamstown Fair held August, 5, 6, and 7, 2016.

Such an endeavor could not have taken place without the support and generosity of volunteers and businesses such as yours. Everything from manual labour to donations of materials, services and prizes has been most overwhelming. It took an entire community to put this fair together.

We are proud of our heritage and our distinction of being "**Canada's Oldest Annual Fair**" and most thankful for the generosity of all the people and businesses that we have come in contact with and depended upon in the past.

Once again my sincere thanks to everyone who has helped us throughout the year on all our projects. See you next year!

Sincerely,

Pierre Roy,  
President.

[nanua@outlook.com](mailto:nanua@outlook.com)

**INVITATION**

Williamstown Fair Board  
Annual Meeting & Banquet  
**Saturday, October 22, 2016**  
St. Mary's Centre

Tickets may be purchased by contacting  
Beverley Runions at 613-931-3110  
[bgrunions@bell.net](mailto:bgrunions@bell.net)

Ontario  
Provincial  
Police

Police  
provinciale  
de l'Ontario



**Municipal Policing Bureau**  
**Bureau des services policiers des municipalités**

777 Memorial Ave.  
Orillia ON L3V 7V3

777, avenue Memorial  
Orillia ON L3V 7V3

Tel: 705 329-6140  
Fax: 705 330-4191

Tél. : 705 329-6140  
Télec.: 705 330-4191

File Reference:

612-10

September 08, 2016

Dear Mayor/CAO,

In anticipation of the 2017 Annual Billing Statements, the OPP, Municipal Policing Bureau would like to provide you with the following notice.

Most OPP members are represented by the Ontario Provincial Police Association (OPPA). OPP salaries and benefits are negotiated through the collective bargaining process. The OPPA bargains with The Crown in the Right of Ontario, represented by Treasury Board Secretariat (formerly the Ministry of Government Services) which represents the Employer – the Province of Ontario. The OPPA Uniform and Civilian Collective Agreements expired on December 31, 2014 and as negotiations on a new agreement are still ongoing, salary rates for 2015 and beyond have yet to be established.

As part of the current billing model, a reconciliation of the 2015 actual costs to the estimate provided in the 2015 Annual Billing Statement would normally be included in the 2017 Annual Billing Statements issued by October 1<sup>st</sup> of this year. As the reconciliation of municipal policing costs is principally salary related it is not possible to perform this calculation in time for the 2017 Annual Billing Statements. The OPP will therefore include both the 2015 and 2016 reconciliation adjustments in the 2018 Annual Billing Statement, providing municipalities with the opportunity to include these adjustments in their 2018 budget planning.

Please note the estimated salary rates incorporated in the municipal policing annual statements are set to reduce the risk of municipalities potentially incurring significant reconciliation adjustments. The annual estimates of general salary rate increases included in the 2015 through 2017 Annual Billing Statements have been based on current salary rate settlements with other Ontario municipal police services. The rate increases have been estimated for 2015 through 2017 as 1.5%, 2.64% and 2.54% respectively.

The OPP values its relationship with your municipality and will continue working with all of our partners to ensure community safety in Ontario. Should you have any questions, please contact our Financial Services Unit at [OPP.MPB.Financial.Services.Unit@opp.ca](mailto:OPP.MPB.Financial.Services.Unit@opp.ca).

Yours truly,

M.M. (Marc) Bedard  
Superintendent  
Commander,  
Municipal Policing Bureau

**UNFINISHED BUSINESS REPORT****September 19, 2016**

Number	Title	Department	Date	Outcome
1.	Fairview Rd Extension	Infrastructure	January 2016	<i>Fall 2016</i>
2.	Docks on Township Property	CAO	January 2016	<i>July 2016</i>
3.	Performance Appraisal/Job Descriptions	CAO	January 2016	<i>July 2016</i>
4.	Old Glen Walter Fire Hall	Infrastructure	March 28, 2016	<i>Nothing to Report</i>
5.	Cornwall Airport Opportunity Analysis	CAO	January, 2016	<i>-CFDC Agreement at June 13<sup>th</sup> Meeting -September 2016</i>
6.	Environmental Assessment for Glen Walter Area	Infrastructure	January, 2016	<i>Nothing to Report</i>
7.	Fire Protection Ponds	Infrastructure Services	March 2016	<i>Aug 8/16 meeting</i>
8.	To Name Street "A"	Infrastructure Services	March 2016	<i>Survey Completed and Registered Plan to be Deposited Process to name Street to be determined?</i>
9.	Water and Sewage Rating By-law 30-10	Lachlan McDonald	Amend by-law 1 <sup>st</sup> /2 <sup>nd</sup> reading	<i>Final By-law October 17/16</i>
10.	Garbage Contract - Tender	Infrastructure Services	January 2016	<i>October November Council Meeting</i>

**SG-M-16**

**THE CORPORATION OF THE  
TOWNSHIP OF SOUTH GLENGARRY  
BY-LAW No. 71-16  
FOR THE YEAR 2016**

***BEING 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

**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;

**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 September 19<sup>th</sup>, 2016 in respect to each motion passed and taken by the Council at its meetings, is hereby adopted, ratified and confirmed, as if each resolution or other action was adopted, ratified and confirmed by its separate by-law; and;
2. **THAT** the Mayor and the proper officers of the Township of South Glengarry are hereby authorized and directed to do all things necessary to give effect to the said action, or to obtain approvals where required, and except where otherwise provided, The Mayor and the Clerk are hereby directed to execute all documents necessary in that behalf and to affix the corporate seal of the Township to all such documents.
3. **THAT** if due to the inclusion of a particular resolution or resolutions this By-law would be deemed invalid by a court of competent jurisdiction then Section 1 to this By-law shall be deemed to apply to all motions passed except those that would make this By-law invalid.
4. **THAT** where a “Confirming By-law” conflicts with other by-laws the other by-laws shall take precedence. Where a “Confirming By-law” conflicts with another “Confirming By-law” the most recent by-law shall take precedence.

***READ A FIRST, SECOND AND THIRD TIME, PASSED, SIGNED AND  
SEALED IN OPEN COUNCIL THIS 19<sup>th</sup> DAY OF SEPTEMBER 2016.***

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