

**TOWNSHIP OF SOUTH GLENGARRY
REGULAR MEETING OF COUNCIL
Council Chambers, Municipal Office
Monday, November 2, 2020 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 and will be enacted by one motion. Should a Council member wish an alternative action from the proposed recommendation, the Council member shall request that this matter be moved to the appropriate section at this time.	
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v.	<u>Letter - South Glengarry Environment Committee Request for Garbage Bag Limit Review</u>	230
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8.	UNFINISHED BUSINESS	
a)	<u>Unfinished Business Listing - November 2nd, 2020</u>	260 - 262
9.	CLOSED SESSION	
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,	
	(c) a proposed or pending acquisition or disposition of land by the municipality or local board; -Waterfront Property	
	(d) labour relations or employee negotiations;	
10.	CONFIRMING BY-LAW	
a)	<u>Confirming By-law 74-2020</u>	263
11.	ADJOURNMENT	



DECLARATION OF PECUNIARY INTEREST

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

Signature

MINUTES

THE REGULAR MEETING OF THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY WAS HELD AS AN ELECTRONIC MEETING IN THE EVENING AT THE TOWNSHIP OFFICE, LANCASTER ON OCTOBER 19, 2020

PRESENT: Mayor Frank Prevost, Deputy-Mayor Lyle Warden, Councillor Stephanie Jaworski, Councillor Martin Lang, and Councillor Sam McDonell

STAFF PRESENT: CAO Tim Mills, Clerk Kaylyn MacDonald, GM Community Services Joanne Haley, GM Infrastructure Services Ewen MacDonald, GM Corporate Services Lachlan McDonald, Fire Chief Dave Robertson.

1. CALL TO ORDER

Resolution No. 318-2020

Moved by Deputy Warden
Seconded by Councillor Lang

BE IT RESOLVED THAT the Council Meeting of the Township of South Glengarry now be opened at 7:00pm.

CARRIED

2. O CANADA

3. APPROVAL OF AGENDA

Resolution No. 319-2020

Moved by Councillor McDonell
Seconded by Councillor Jaworski

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

Items moved to Other Business:

7. d) i. Letter – Request for Donation of Serviced Land (Habitat for Humanity)

7. d) iii. Letter – Request to Rename Community Building (Lancaster Optimist Club)

7. d) ix. Hazardous Waste day 2020

7. d) xvi. Building Permit Statistics – Third Quarter 2020

CARRIED

4. DECLARATION OF PECUNIARY INTEREST - None

5. APPROVAL OF MINUTES

- a) Previous Meeting Minutes - October 5, 2020

Resolution No. 320-2020

Moved by Councillor Lang
Seconded by Deputy Warden

BE IT RESOLVED THAT the Minutes of the Regular Meeting of the Council of the Township of South Glengarry, including the Closed Session Minutes, held on October 5th, 2020 be adopted as circulated.

CARRIED

- b) Public Meeting Minutes - October 5, 2020

Resolution No. 321-2020

Moved by Councillor Jaworski
Seconded by Councillor McDonell

BE IT RESOLVED THAT the Minutes of the Public Meeting of the Council of the Township of South Glengarry held on October 5, 2020 be adopted as amended.

CARRIED

6. PRESENTATIONS AND DELEGATIONS

- a) South Glengarry Fire Service Retirement Presentation (Chief Robertson)

Chief Robertson congratulated retiring fire fighter, Paul Charbonneau, on 47 years of volunteer service and presented him with a letter of appreciation on behalf of Council and administration.

- b) Ontario Trillium Foundation for Resilient Communities – (SDG Library Karen Franklin)

Ms. Franklin outlined SDG library's request for support from Council to apply to the Ontario Trillium Foundation for Resilient Communities to facilitate expansion of the Lancaster Library branch. Council requested administration prepare a report with more information for a future meeting.

7. NEW BUSINESS

- a) Staff Reports

- i) Road Widening Dedication Pineridge Road

Resolution No. 322-2020

Moved by Councillor McDonell
Seconded by Deputy Warden

BE IT RESOLVED THAT the Council of the Township of South Glengarry pass By-Law 63-2020 being a By-Law to dedicate Parts 1 on Registered Plan 14R-6487, Part of Lot 5, Indian Lands in the former township of Charlottenburgh, now the Township of South Glengarry, PIN 67112-0103, as Public Highway; read a first, second, and third time, passed signed and sealed in Open Council this 19th day of October, 2020.

CARRIED

- ii) Road Widening Dedication Concession 9

Resolution No. 323-2020

Moved by Councillor Lang
Seconded by Councillor Jaworski

BE IT RESOLVED THAT the Council of the Township of South Glengarry pass By-Law 64-2020 being a By-Law to dedicate Parts 48 on Registered Plan 14R-2974, PIN 67153 0422, as Public Highway; read a first, second, and third time, passed signed and sealed in Open Council this 19th day of October, 2020.

CARRIED

- iii) Place St. Laurent Dedication of 1-Foot Reserve

Resolution No. 324-2020

Moved by Deputy Warden
Seconded by Councillor McDonell

BE IT RESOLVED THAT Staff Report 148-2020 be received and that the Council of the Township of South Glengarry remove the 1-Foot Reserve legally described as Block 34 on Plan 14m-9, Pin 67128-0344 on St. Laurent Blvd in the Place St. Laurent Subdivision.

CARRIED

- iv) Municipal Office Renovation

Resolution No. 325-2020

Moved by Councillor Jaworski
Seconded by Councillor Lang

BE IT RESOLVED THAT Staff Report 149-2020 be received and that the project to renovate the Municipal Office proceed to the Request for Proposal phase and that received submissions will be reviewed and presented to Council at a future date.

CARRIED

- v) Request for Warning Device CR 27 & 19

Resolution No. 326-2020

Moved by Deputy Warden
Seconded by Councillor Jaworski

BE IT RESOLVED THAT the Council of the Township of South Glengarry requests that the United County of Stormont, Dundas and Glengarry install a warning device system at the intersection of County Roads 27 and 19.

CARRIED

- vi) Abandonment of Robinson Municipal Drain

Resolution No. 327-2020

Moved by Councillor Lang
Seconded by Councillor McDonell

BE IT RESOLVED THAT Staff Report 151-2020 be received and that Council of the Corporation of the Township of South Glengarry proceed with passing By-Law 65-2020, being a by-law to abandon the Robinson Municipal Drain.

CARRIED

vii) Bedard Zoning Amendment

Resolution No. 328-2020

Moved by Councillor Jaworski
Seconded by Deputy Warden

BE IT RESOLVED THAT Staff Report 152-2020 be received and by-law 66-2020 being a by-law to amend by-law 38-09, the comprehensive Zoning By-Law for the Township of South Glengarry for the property legally described as Part of Lot 23, Concession 6, being Part 1 on Reference Plan 14R5187, in the former Township of Lancaster, now in the Township of South Glengarry, County of Glengarry also known as 21141 County Road 18 be rezoned from Core Commercial (CC) to Residential One to permit the subject property to be used for residential purposes only. The Council of the Township of South Glengarry confirms that no comments from the public were received on this application therefore there was no effect on the decision.

CARRIED

b) Other Business

i) Notice of Motion - Support SDG and Eastern Ontario Warden Caucus Resolutions on Safe Restart Funding

Resolution No. 329-2020

Moved by Deputy Warden
Seconded by Councillor McDonell

WHEREAS the Township of South Glengarry has been faced with significant increases to operating and capital expenses as a result of the COVID-19 pandemic and has received \$360,200 under the Safe Restart Agreement;

AND WHEREAS the Township of South Glengarry has received the resolutions attached hereto from the Eastern Ontario Warden's Caucus and the United Counties of Stormont, Dundas and Glengarry urging the Ontario government to allow municipalities flexibility to spend Safe Restart funding as the municipality requires;

AND WHEREAS the Township of South Glengarry shares the concerns of the United Counties and the EOWC and calls for the Ontario government to allow for capital expenditures under the Safe Restart agreement;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Township of South Glengarry supports the attached resolutions and directs the Clerk to forward this motion to Premier Ford, Steve Clark Minister of Municipal Affairs and Housing and MPP Jim McDonell.

CARRIED

- ii) Notice of Motion - Support Resolution for AODA Website Compliance Extension Request

Resolution No. 330-2020

Moved by Councillor McDonell

Seconded by Deputy Warden

WHEREAS the Township of South Glengarry remains committed to providing accessible service for all its residents and visitors and continues to strive to meet the upcoming January 2021 compliance deadlines found in the Accessibility for Ontarians with Disabilities Act;

AND WHEREAS the Township of South Glengarry received a resolution from the municipality of the Town of Amherstburg attached hereto requesting that the Ontario government grant an extension to the January 1, 2021 website accessibility deadline and consider providing funding and training resources for municipal staff;

AND WHEREAS the Township of South Glengarry shares the concerns of the municipality of the Town of Amherstburg in relation to the economic impact COVID-19 has had on municipal resources and the need to consider how this has impacted municipalities ability to prepare for this compliance deadline;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Township of South Glengarry supports the resolution from the municipality of the Town of Amherstburg and directs the Clerk to forward a motion to the Premier Ford, Raymond Cho the Minister for Seniors and Accessibility Raymond Cho; and MPP Jim McDonell.

CARRIED

- iii) Letter – Request for Donation of Serviced Land (Habitat for Humanity)
Council requested that administration prepare a staff report for a future meeting.
- iv) Letter – Request to Rename Community Building (Lancaster Optimist Club)
Council requested that a report be brought to Council reviewing the Township’s current naming policy and to request that a delegation from the Optimist Club present options for the building name with some background history.
- v) Hazardous Waste Day 2020
Councillor Jaworski congratulated Staff and volunteers involved on a successful event.
- vi) Building Permit Statistics – Third Quarter 2020

Councillor Jaworski highlighted the good news present in the report that the number of permits and total construction value in 2020 had risen in spite of the pandemic.

Resolution No. 331-2020

Moved by Councillor Jaworski
Seconded by Councillor Lang

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

CARRIED

- c) Committee Reports
 - i) Committee of Adjustment September 21, 2020 Meeting Minutes
- d) For Information Only
 - i) Letter - Letter to Premier Ford Regarding Unauthorized Car Rally (Town of Wasaga Beach)
 - ii) Letter – Update on Regulatory Work (Solicitor General)
 - iii) Memo – Algonquins of Ontario Treaty Negotiations Update (Ontario Ministry of Indigenous Affairs)
 - iv) Resolution – Safe Restart Funding (Township of North Glengarry)
 - v) Resolution – To Request More Support for a Governing Body in Cannabis Production (Town of Asphodel-Norwood)
 - vi) Resolution – Funding for Community Groups and Service Clubs Affected by Pandemic (Loyalist Township)
 - vii) Departmental Update – CA0 – August, September 2020
 - viii) Departmental Update – Infrastructure Services – August, September 2020
 - ix) Departmental Update – Fire Services
 - x) Departmental Update – Corporate Services
 - xi) Departmental Update – Community Services – August, September 2020
 - xii) Departmental Update – Recreation & Facilities – August, September 2020
 - xiii) Consent Applications B-65, 66, 67-20
 - xiv) Consent Applications B-77-20
 - xv) Consent Summary

7. UNFINISHED BUSINESS

- a) Unfinished Business Listing - October 19, 2020

8. CLOSED SESSION

9. CONFIRMING BY-LAW

Resolution No. 332-2020

Moved by Councillor McDonell
Seconded by Councillor Jaworski

BE IT RESOLVED THAT By-law No. 67-2020 to adopt, confirm and ratify matters

dealt with by resolution, be read a first, second and third time, passed, signed, and sealed in Open Council.

CARRIED

10. ADJOURNMENT

Resolution No. 333-2020

Moved by Councillor Lang

Seconded by Deputy Warden

BE IT RESOLVED THAT the Council of the Township of South Glengarry adjourn to the call of the chair at 8:28pm.

CARRIED

Mayor

MINUTES

THE PUBLIC MEETING OF THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY WAS HELD AS AN ELECTRONIC MEETING IN THE EVENING AT THE TOWNSHIP OFFICE, LANCASTER ON OCTOBER 19, 2020

PRESENT: Mayor Frank Prevost, Deputy-Mayor Lyle Warden, Councillor Martin Lang, Councillor Stephanie Jaworski, and Councillor Sam McDonell

STAFF PRESENT: CAO Tim Mills, Deputy Clerk Kaylyn MacDonald, GM Community Services Joanne Haley,

PUBLIC PRESENT: Luc Lanthier

OPEN PUBLIC MEETING

The meeting was opened at 6:00 pm.

Ms. Haley advised that this is a hearing under section 34 of the Ontario Planning Act and provided an overview of the public meeting process and advised that any person may attend and make verbal or written submissions.

1. PRESENTATIONS AND DELEGATIONS

a) Lanthier Proposed Zoning Amendment

Ms. Haley advised that the purpose of the amendment is to rezone the subject property, part of Lot 38, Concession 9, located on the east side of County Road 34, in the geographic Township of Lancaster, now in the Township of South Glengarry, County of Glengarry. She advised that the subject property was recently created by consent (a severance) with the intention of developing this parcel for commercial purposes. It is currently vacant and may be developed sometime in the future. The subject property was recently created by consent (a severance) with the intention of developing this parcel for commercial purposes. It is currently vacant and may be developed sometime in the future.

Ms. Haley advised that the subject property is currently designated Rural District in the County Official Plan. The proposed zoning amendment conforms to the Official Plan. The United Counties of SDG were circulated on this application; but Ms. Haley had yet to receive formal comments. The zoning amendment application will be subject to a decision of Council. A staff report including a recommendation will be brought to Council for a decision at an upcoming Council Meeting (possibly November 2, 2020). All public comments must be received by October 23, 2020 at 4pm. Deputy Mayor Warden commented that the subject property is in a proper area to rezone that is great for development and hopes Council will support the application.

Councillor Jaworski asked for information regarding the zoning on the North Glengarry properties north of the property being discussed. Ms. Haley did not have information regarding the zoning in North Glengarry at the time of the meeting but confirmed that Commercial zoning was likely nearby based on the businesses in close proximity.

Councillor McDonell commented that the spot seemed a good location for redevelopment based on the businesses in close proximity.

There were no questions or comments from members of the public.

2. ADJOURNMENT

The meeting was adjourned at 6:09pm.

Mayor

Clerk

To: The Council of South Glengarry

Project: Promoting the History of South Lancaster

There has been a steady increase over the past several years of visitors to South Lancaster who have become charmed by its narrow streets and old houses built close to the road. The Wharf, which is the central point of old South Lancaster has become too busy and congested during the summer months. However, this is a positive thing! The visitors are here. As a group of concerned citizens we would like to propose some ideas to enhance our visitor's experiences as well as add to the local's life style.

South Lancaster has a rich history dating back over two centuries, however, much of the evidence has slowly disappeared. It is the aim of our group to acquaint new residents and visitors with the Hamlet and the interesting changes which have evolved into the South Lancaster of today.

Our group has two proposals we would like to submit to Council for consideration. The first would be the installation of park benches on the municipal right of ways at the foot of Calvin St, Grace Lane and Cairnview affording residents and visitors alike a quiet place to sit and enjoy the beautiful views of the river. We are actively researching availability of suitable benches, the attached photos show the proposed locations. The second part of our project would be to create and install historic signs at each of the 3 locations depicting part of our history. For example, the sign on Calvin Street could describe the Tannery that stood just to the west of the right of way and the sign on Cairnview would give the history of the Cairn. We would also like to put a sign on the wharf as it was the arrival point for so many new settlers to the area.

We ask the Township to restore and maintain the water entrances at Calvin St. and Grace Lane. We also request that the "Dead End" sign at Cairnview be moved further to the north and west side of the ramp allowing for small boat launching. Our proposed bench locations will leave the ramps clear for boat launching as well as for swimmers and dogs to access the water.

Presently, we are in the process of raising funds for the benches and historical signs. Our initial research suggests a budget of \$10,000.00 would suffice. However, any contribution at the Municipal, Provincial, and Federal level would be most welcome.

Thank you,

David Noseworthy, Lorraine Clarke, Allan Gray, Bev Bethune, Graham Midgley, Marianne Muller, Steven Fiege, Marilyn & Peter Lebrun

In an effort to give the council a visual understanding of our proposal we have attached a few photos of the right of ways on Calvin Street and Cairnview.

The bicycle in the picture below illustrates the possible location of a bench that would remain clear of the ramp to the water.



The picture below is the view that people would enjoy from the proposed bench location



This picture is the east side of the Cairnview right of way once again with the bicycle showing that the ramp would be clear.



This picture shows the unobstructed view of the Cairn from the proposed bench location.





The above picture shows the proposed bench location at the foot of Grace Lane
Located on the west side would give a nice view of the wharf.

DRAFT FOR REVIEW PURPOSES ONLY

THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY
FINANCIAL STATEMENTS
December 31, 2019

THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY

December 31, 2019

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DRAFT FOR REVIEW PURPOSES ONLY



INDEPENDENT AUDITOR'S REPORT

To the Members of Council, Inhabitants and Ratepayers of
The Corporation of the Township of South Glengarry

Opinion

We have audited the financial statements of The Corporation of the Township of South Glengarry (the "Municipality"), which comprise the statement of financial position as at December 31, 2019, and the statements of financial activities, changes in net financial assets, cash flows and related schedules for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Municipality as at December 31, 2019, and the results of its operations and its cash flows for the year then ended in accordance with Canadian public sector accounting standards.

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are independent of the Municipality in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Municipality's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Municipality or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Municipality's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:



- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Municipality's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Municipality's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Municipality to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Cornwall, Ontario

Chartered Professional Accountants
Licensed Public Accountants



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THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY
STATEMENT OF FINANCIAL POSITION

As at December 31, 2019

	2019	2018
NET FINANCIAL ASSETS		
ASSETS		
Cash	\$ 9,625,728	\$ 5,473,398
Taxes receivable (Note 2)	3,673,975	3,272,143
Accounts receivable	1,148,428	1,349,938
	14,448,131	10,095,479
LIABILITIES		
Accounts payable	1,784,005	1,798,596
Deferred revenue - obligatory reserve funds (Note 3)	843,230	395,836
Municipal debt (Note 4)	66,009	85,653
Accrued landfill closure and post-closure costs (Note 5)	1,398,310	1,368,310
	4,091,554	3,648,395
NET FINANCIAL ASSETS	10,356,577	6,447,084
NON-FINANCIAL ASSETS		
Tangible capital assets (Schedules 1 and 2)	49,326,563	50,780,263
Inventory	332,989	150,739
	49,659,552	50,931,002
ACCUMULATED SURPLUS (Schedule 3)	\$ 60,016,129	\$ 57,378,086

SUBSEQUENT EVENT (Note 15)

THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY
STATEMENT OF FINANCIAL ACTIVITIES

For the year ended December 31, 2019

	(Note 12) BUDGET 2019	ACTUAL 2019	ACTUAL 2018
REVENUES			
Taxation	\$ 9,599,675	\$ 9,632,762	\$ 9,167,278
Fees and service charges	2,086,632	2,748,255	2,188,990
Grants (Note 7)	1,180,400	1,867,691	1,240,675
Investment income	506,441	652,665	602,697
Other	-	311	4,363
	13,373,148	14,901,684	13,204,003
EXPENSES			
General government	1,615,100	1,363,671	1,390,108
Protection to persons and property	1,806,030	1,500,952	1,532,888
Transportation services	4,979,120	5,423,894	5,124,336
Environmental services	2,777,360	2,691,007	2,767,404
Health services	46,000	47,101	39,510
Recreation and cultural services	1,319,490	1,443,967	1,291,899
Planning and development	684,507	522,222	347,780
	13,227,607	12,992,814	12,493,925
OTHER REVENUE RELATED TO CAPITAL			
Deferred revenue earned (Note 2)	400,000	400,000	420,000
Grants (Note 7)	329,000	329,173	381,894
Gain (loss) on disposal of tangible capital assets	(25,000)	-	16,410
	704,000	729,173	818,304
SURPLUS FOR THE YEAR	849,541	2,638,043	1,528,382
ACCUMULATED SURPLUS, beginning of year	57,378,086	57,378,086	55,849,704
ACCUMULATED SURPLUS, end of year	\$ 58,227,627	\$ 60,016,129	\$ 57,378,086

See Accompanying Notes

THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY
STATEMENT OF CHANGES IN NET FINANCIAL ASSETS

For the year ended December 31, 2019

	(Note 12) BUDGET 2019	ACTUAL 2019	ACTUAL 2018
Surplus for the year	\$ 849,541	\$ 2,638,043	\$ 1,528,382
Amortization of tangible capital assets	2,449,000	2,505,621	2,394,577
Acquisition of tangible capital assets	(3,822,000)	(1,051,921)	(3,276,767)
Proceeds on disposal of tangible capital assets	-	-	16,410
(Gain) loss on disposal of tangible capital assets	25,000	-	(16,410)
Change in inventory	-	(182,250)	16,052
Increase (decrease) in net financial assets	(498,459)	3,909,493	662,244
Net financial assets, beginning of year	6,447,084	6,447,084	5,784,840
Net financial assets, end of year	\$ 5,948,625	\$ 10,356,577	\$ 6,447,084

See Accompanying Notes

THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY
STATEMENT OF CASH FLOWS

For the year ended December 31, 2019

	2019	2018
CASH FROM OPERATING ACTIVITIES		
Surplus for the year	\$ 2,638,043	\$ 1,528,382
Items not affecting cash		
Amortization of tangible capital assets	2,505,621	2,394,577
Gain on disposal of tangible capital assets	-	(16,410)
Changes in non-cash working capital balances		
Taxes receivable	(401,832)	585,113
Accounts receivable	201,510	5,038
Inventory	(182,250)	16,052
Accounts payable	(14,591)	145,900
Deferred revenue - obligatory reserve funds	447,394	26,244
Accrued landfill closure and post-closure costs	30,000	30,000
	5,223,895	4,714,896
CASH USED IN FINANCING ACTIVITIES		
Repayment of municipal debt	(19,644)	(22,171)
CASH USED IN CAPITAL ACTIVITIES		
Proceeds on disposal of tangible capital assets	-	16,410
Acquisition of tangible capital assets	(1,051,921)	(3,276,767)
	(1,051,921)	(3,260,357)
INCREASE IN CASH	4,152,330	1,432,368
CASH, beginning of year	5,473,398	4,041,030
CASH, end of year	\$ 9,625,728	\$ 5,473,398

See Accompanying Notes

THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY

SCHEDULE 1 - SCHEDULE OF TANGIBLE CAPITAL ASSETS

For the year ended December 31, 2019

	Land	Buildings	Vehicles	Equipment	Plants and Facilities	Roads	Water and Sewer	Bridges	2019	2018
Cost										
Balance, beginning of year	\$ 1,724,559	\$ 10,435,787	\$ 4,889,765	\$ 2,996,604	\$ 21,520,543	\$ 42,945,269	\$ 12,564,748	\$ 10,869,115	\$ 107,946,390	\$ 104,786,067
Additions during the year	-	369,195	107,559	-	-	575,167	-	-	1,051,921	3,276,767
Disposals during the year	-	(24,942)	(880,610)	(248,036)	-	-	-	-	(1,153,588)	(116,444)
Balance, end of year	1,724,559	10,780,040	4,116,714	2,748,568	21,520,543	43,520,436	12,564,748	10,869,115	107,844,723	107,946,390
Accumulated Amortization										
Balance, beginning of year	-	4,337,673	3,036,401	1,494,736	12,501,349	26,843,427	3,143,224	5,809,317	57,166,127	54,887,994
Amortization during the year	-	234,307	229,749	90,917	432,061	1,147,367	154,643	216,577	2,505,621	2,394,577
Amortization on disposals	-	(24,942)	(880,610)	(248,036)	-	-	-	-	(1,153,588)	(116,444)
Balance, end of year	-	4,547,038	2,385,540	1,337,617	12,933,410	27,990,794	3,297,867	6,025,894	58,518,160	57,166,127
Net book value	\$ 1,724,559	\$ 6,233,002	\$ 1,731,174	\$ 1,410,951	\$ 8,587,133	\$ 15,529,642	\$ 9,266,881	\$ 4,843,221	\$ 49,326,563	\$ 50,780,263

See Accompanying Notes

THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY

SCHEDULE 2 - SCHEDULE OF TANGIBLE CAPITAL ASSETS

For the year ended December 31, 2019

	General Government	Protection Services	Transportation Services	Environmental Services	Health and Recreation	2019	2018
Cost							
Balance, beginning of year	\$ 2,095,694	\$ 7,179,286	\$ 58,746,736	\$ 34,598,258	\$ 5,326,416	\$107,946,390	\$104,786,067
Additions during the year	71,616	37,018	724,756	57,901	160,630	1,051,921	3,276,767
Disposals during the year	(24,942)	(880,610)	(248,036)	-	-	(1,153,588)	(116,444)
Balance, end of year	2,142,368	6,335,694	59,223,456	34,656,159	5,487,046	107,844,723	107,946,390
Accumulated Amortization							
Balance, beginning of year	574,474	2,700,677	35,325,180	15,833,211	2,732,585	57,166,127	54,887,994
Amortization during the year	27,394	181,439	1,564,715	588,162	143,911	2,505,621	2,394,577
Amortization on disposals	(24,942)	(880,610)	(248,036)	-	-	(1,153,588)	(116,444)
Balance, end of year	576,926	2,001,506	36,641,859	16,421,373	2,876,496	58,518,160	57,166,127
Net book value	\$ 1,565,442	\$ 4,334,188	\$ 22,581,597	\$ 18,234,786	\$ 2,610,550	\$ 49,326,563	\$ 50,780,263

See Accompanying Notes

THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY
SCHEDULE 3 - SCHEDULE OF ACCUMULATED SURPLUS

For the year ended December 31, 2019

	2019	2018
Deficits		
Operating surplus (Note 10)	\$ -	\$ -
Water and sewer deficit	(67,620)	(53,392)
Street lights surplus (deficit)	37,768	(49,429)
Unfunded liabilities to be recovered from future revenues		
Accrued landfill closure and post-closure	(1,398,310)	(1,368,310)
Total deficits	(1,428,162)	(1,471,131)
Reserves		
Reserves set aside for specific purposes by Council:		
Working capital	3,303,556	2,551,706
Waste management	825,750	660,750
Capital	43,699	25,068
Fire	1,521,827	538,027
Planning	246,000	196,000
Recreation and health	1,352,712	943,624
Roads	2,384,748	1,304,748
Sewer and water	2,145,469	1,565,064
Other	293,967	283,967
Total reserves	12,117,728	8,068,954
Equity in tangible capital assets		
Invested in tangible capital assets	49,326,563	50,780,263
ACCUMULATED SURPLUS	\$ 60,016,129	\$ 57,378,086

See Accompanying Notes

THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY

SCHEDULE 4 - SCHEDULE OF CHANGES IN ACCUMULATED SURPLUS

For the year ended December 31, 2019

	Deficits	Reserves	Equity in Tangible Capital Assets	2019	2018
Balance, beginning of year	\$ (1,471,131)	\$ 8,068,954	\$ 50,780,263	\$ 57,378,086	\$ 55,849,704
Surplus (deficit) for the year	5,143,664	-	(2,505,621)	2,638,043	1,528,382
Reserve funds used for operations	1,215,338	(1,215,338)	-	-	-
Funds transferred to reserves	(5,264,112)	5,264,112	-	-	-
Current year funds used for tangible capital assets	(1,051,921)	-	1,051,921	-	-
Change in accumulated surplus	42,969	4,048,774	(1,453,700)	2,638,043	1,528,382
Balance, end of year	\$ (1,428,162)	\$ 12,117,728	\$ 49,326,563	\$ 60,016,129	\$ 57,378,086

See Accompanying Notes

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THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY

SCHEDULE 5 - SCHEDULE OF SEGMENTED DISCLOSURE

For the year ended December 31, 2019

	General Government	Protection Services	Transportation Services	Environmental Services	Water and Sewer Services	Health Services	Recreation and Cultural Services	Planning and Development	2019	2018
REVENUE										
Taxation	\$ 680,510	\$ 2,061,424	\$ 4,493,352	\$ 829,623	\$ -	\$ 14,291	\$ 1,317,005	\$ 236,557	\$ 9,632,762	\$ 9,167,278
Fees and service charges	329,495	9,414	3,075	115,808	1,529,620	50,675	313,761	396,407	2,748,255	2,188,990
Grants	1,665,724	36,968	18,673	146,326	-	-	-	-	1,867,691	1,240,675
Investment income	645,853	-	-	-	6,812	-	-	-	652,665	602,697
Other	-	-	-	-	-	-	311	-	311	4,363
	3,321,582	2,107,806	4,515,100	1,091,757	1,536,432	64,966	1,631,077	632,964	14,901,684	13,204,003
EXPENSES										
Wages and benefits	820,973	690,908	1,030,090	18,396	406,208	-	652,302	230,077	3,848,954	3,765,580
Interest on municipal debt	-	-	-	-	-	-	-	5,139	5,139	6,466
Materials and services	463,959	447,869	1,779,253	387,730	465,110	38,994	582,893	280,986	4,446,794	4,556,515
Contracted services	-	18,316	955,911	784,917	13,468	-	5,809	-	1,778,421	1,430,766
Insurance and financial costs	16,737	40,395	78,740	12,884	14,132	652	16,507	6,020	186,067	174,866
Third party transfers	34,608	122,025	15,185	-	-	-	50,000	-	221,818	165,155
Amortization	27,394	181,439	1,564,715	1,457	586,705	7,455	136,456	-	2,505,621	2,394,577
	1,363,671	1,500,952	5,423,894	1,205,384	1,485,623	47,101	1,443,967	522,222	12,992,814	12,493,925
SURPLUS (DEFICIT)										
BEFORE OTHER ITEMS	1,957,911	606,854	(908,794)	(113,627)	50,809	17,865	187,110	110,742	1,908,870	710,078
OTHER REVENUE RELATED TO CAPITAL										
Deferred revenue earned	-	-	400,000	-	-	-	-	-	400,000	420,000
Grants	-	-	329,173	-	-	-	-	-	329,173	381,894
Gain on disposal of tangible capital assets	-	-	-	-	-	-	-	-	-	16,410
	-	-	729,173	-	-	-	-	-	729,173	818,304
SURPLUS (DEFICIT)	\$ 1,957,911	\$ 606,854	\$ (179,621)	\$ (113,627)	\$ 50,809	\$ 17,865	\$ 187,110	\$ 110,742	\$ 2,638,043	\$ 1,528,382

See Accompanying Notes

THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY

NOTES TO THE FINANCIAL STATEMENTS

For the year ended December 31, 2019

DESCRIPTION OF ORGANIZATION

The Corporation of the Township of South Glengarry (the "Municipality") is a municipality in the Province of Ontario, Canada. It conducts its operations guided by the provisions of provincial statutes such as the Municipal Act, Municipal Affairs Act and related legislation.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements are prepared in accordance with Canadian public sector accounting standards and include the following significant accounting policies:

(a) Basis of consolidation

(i) Consolidated entities

These financial statements reflect the assets, liabilities, sources of financing and expenditures of the revenue fund, capital fund and reserves and include the activities of all committees of Council.

All interfund assets and liabilities and sources of financing and expenditures have been eliminated.

These financial statements reflect the investment in any government business enterprises and are consolidated using the modified equity method. Under the modified equity basis, the enterprises' accounting principles are not adjusted to conform with those of the Municipality and intergovernmental transactions and balances are not eliminated.

There are no government business enterprises.

(ii) Non-consolidated entities

There are no non-consolidated entities.

(iii) Accounting for United Counties and school board transactions

The taxation, other revenues, expenditures, assets and liabilities with respect to the operations of the school boards (the "School Boards"), and the United Counties of Stormont, Dundas and Glengarry (the "United Counties") are not reflected in the municipal fund balances of these financial statements.

(b) Accrual basis of accounting

Revenues and expenditures are reported on the accrual basis of accounting. The accrual basis of accounting recognizes revenues as they become available and measurable; expenditures are recognized as they are incurred and measurable as a result of receipt of goods or services and the creation of a legal obligation to pay.

(c) Taxation and related revenue

Property tax billings are issued by the Municipality based on assessment rolls prepared by the Municipal Property Assessment Corporation ("MPAC"). The Municipality collects property tax revenue for municipal purposes, county taxes on behalf of the United Counties of Stormont, Dundas and Glengarry, provincial education taxes on behalf of the Province of Ontario, payments in lieu of taxation, local improvements and other charges. The authority to levy and collect property taxes is established under the *Municipal Act 2001*, the *Assessment Act*, the *Education Act* and other legislation.

See Accompanying Notes

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THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY

NOTES TO THE FINANCIAL STATEMENTS

For the year ended December 31, 2019

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

(c) Taxation and related revenue (Continued)

Taxation revenue consists of non-exchange transactions and is recognized in the period to which the assessment relates and when a reasonable estimate of the amounts can be made. Annual taxation revenue also includes adjustments related to reassessments and appeals to prior years' assessments. The Municipality is entitled to collect interest and penalties on overdue taxes. These revenues are recorded in the period the interest and penalties are levied.

(d) Government grants and transfers

Government grants and transfers are the transfer of assets from other levels of government that are not the result of an exchange transaction, are not expected to be repaid in the future, or the result of a direct financial return. The Municipality recognizes a government transfer as revenue when the transfer is authorized and all eligibility criteria, if any, have been met. A government transfer with stipulations giving rise to an obligation that meets the definition of a liability is recognized as a liability. In such circumstances, the Municipality recognizes revenue as the liability is settled.

(e) Fees and service charges

Fees and service charges are recognized when the activity is performed or when the services are rendered. Examples include, but are not limited to, water and waste water charges, solid waste tipping fees, licensing fees, permits, and other fees from various recreation programs and facilities.

(f) Investment income

Investment income earned on surplus funds is reported as revenue in the period earned. Investment income earned on obligatory funds such as parkland allowances and gas tax funds is added to the associated funds and forms part of the respective deferred revenue, obligatory reserve fund balances.

(g) Cash

Cash is defined as cash on hand and cash on deposit.

(h) Reserves and reserve funds

Certain amounts, as approved by Council, are set aside in reserves and reserve funds for future operating and capital purposes. Transfers to and from reserves and reserve funds are an adjustment to the respective fund when approved.

(i) Deferred revenue - obligatory reserve funds

The Municipality receives restricted contributions under the authority of federal and provincial legislations. These funds by their nature are restricted in their use and are recorded as deferred revenue until applied to applicable costs. Amounts applied to qualifying expenditures are recorded as revenue in the fiscal period they are expended.

(j) Landfill closure costs

The estimated costs to close and maintain solid waste landfill sites are based on estimated future expenses in current dollars, adjusted for estimated inflation, and are charged to expense as the landfill site's capacity is used.

THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY

NOTES TO THE FINANCIAL STATEMENTS

For the year ended December 31, 2019

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

(k) Future employee benefits

Employee benefits include vacation entitlements. Vacation benefits are accrued in accordance with the Municipality's policy. The Municipality accounts for its participation in the Ontario Municipal Employees Retirement System (OMERS) as a defined benefit plan.

(l) Non-financial assets

Non-financial assets are not available to discharge existing liabilities and are held for use in the provision of services. They have useful lives extending beyond the current year, and are not intended for sale in the ordinary course of operations. The change in non-financial assets during the year, together with the surplus or deficit, provides the change in net financial assets for the year.

(i) Tangible capital assets

Tangible capital assets are recorded at cost, which includes all amounts that are directly attributable to acquisition, construction, development or betterment of the asset. The costs, less residual values, of the tangible capital assets are amortized on a straight-line basis over their estimated useful lives as follows:

Land improvements	20 to 40 years
Buildings	20 to 50 years
Vehicles	5 to 20 years
Machinery and equipment	3 to 30 years
Water and waste plants and networks	
Underground networks	50 to 100 years
Sewage treatment plants	50 to 75 years
Water pumping stations and reservoirs	50 to 75 years
Flood stations and other infrastructure	50 to 75 years
Transportation	
Roads	7 to 50 years
Bridges and structures	25 to 75 years

One half of the annual amortization is charged in the year of acquisition and the year of disposal. Assets under construction are not amortized until the assets are available for productive use, at which time they are capitalized.

The Municipality has a capitalization threshold of \$25,000 so that individual tangible capital assets of lesser value are expensed, unless they are pooled because, collectively, they have significant value, or for operational reasons. Examples of pooled assets are desktop computer systems, vehicles, utility poles and defibrillators.

(ii) Contributions of tangible capital assets

Tangible capital assets received as contributions are recorded at their fair value at the date of receipt, and that fair value is also recorded as revenue. Similarly, transfers of assets to third parties are recorded as an expense equal to the net book value of the asset as of the date of the transfer.

THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY

NOTES TO THE FINANCIAL STATEMENTS

For the year ended December 31, 2019

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

(l) Non-financial assets (Continued)

(iii) Leases

Leases are classified as capital or operating leases. Leases which transfer substantially all of the benefits and risks incidental to ownership of property are accounted for as capital leases. All other leases are accounted for as operating leases and the related lease payments are charged to expenses as incurred.

(iv) Inventory

Inventory held for consumption is recorded at the lower of cost or replacement cost.

(m) Liability for contaminated sites

A liability for contaminated sites arises when contamination is being introduced into the air, soil, water or sediment of a chemical, organic or radioactive material or live organism that exceeds the maximum acceptable concentrations under an environmental standard. A liability for remediation of contaminated sites is recognized when all of the following criteria are met:

- (i) An environmental standard exists;
- (ii) Contamination exceeds the environmental standard;
- (iii) The Municipality is directly responsible, or accepts responsibility to remediate the site;
- (iv) The Municipality expects that future economic benefits will be given up; and
- (v) A reasonable estimate of the amount can be made.

Liabilities are accrued to record the estimated costs related to the management and remediation of contaminated sites. The liability estimate includes costs that are directly attributable to the remediation activities and includes integral post-remediation operation, maintenance and monitoring costs that are a part of the remediation strategy for the contaminated site. The costs that would be included in a liability include:

- Costs directly attributable to remediation activities (for example, payroll and benefits, equipment and facilities, materials, and legal and other professional services); and
- Costs of tangible capital assets acquired as part of remediation activities to the extent they have no other alternative use.

The measurement of a liability is based on estimates and professional judgment. The liability is recorded net of any expected recoveries. The carrying amount of a liability is reviewed at each financial reporting date with any revisions to the amount previously recognized accounted for in the period in which revisions are made.

A contingency is disclosed if all of the above criteria are not met.

THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY

NOTES TO THE FINANCIAL STATEMENTS

For the year ended December 31, 2019

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

(n) Use of estimates

The preparation of financial statements in conformity with Canadian public sector accounting standards requires administration to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the current period. These estimates are reviewed periodically and adjustments are made to income as appropriate in the year they become known. Significant items subject to such estimates and assumptions include the estimated useful lives of tangible capital assets, the valuation of allowances for doubtful taxes and accounts receivable, the valuation of inventories, deferred revenue and the estimated landfill closure and post-closure costs. Actual results could differ from these estimates.

(o) Future accounting pronouncements

Standards effective beginning on or after April 1, 2022

Financial instruments

PS 3450 established recognition, measurement, and disclosure requirements for derivative and non-derivative financial instruments. The standard required fair value measurement of derivatives and equity instruments that are quoted in an active market; all other financial instruments can be measured at cost/amortized cost or fair value at the election of the government. Unrealized gains and losses are presented in a new statement of remeasurement gains and losses. There is the requirement to disclose the nature and extent of risks arising from financial instruments and clarification is given for the de-recognition of financial liabilities.

This standard is effective for fiscal years beginning on or after April 1, 2022. Early adoption is permitted.

Asset Retirement Obligations

PS 3280 establishes standards on how to account for and report a liability for asset retirement obligations ("ARO"). As asset retirement obligations associated with landfills are included in the scope of PS 3280, PS 3270 Solid Waste Landfill Closure and Post-Closure Liability will be withdrawn. The main features of this standard are as follows:

- An ARO represents a legal obligation associated with the retirement of a tangible capital asset.
- Asset retirement costs increase the carrying amount of the related tangible capital asset and are expensed in a rational and systematic manner.
- When an asset is no longer in productive use, the associated asset retirement costs are expensed.
- Measurement of the ARO liability should result in the best estimate of the amount required to retire a tangible capital asset at the financial statement date.
- Subsequent measurement of the ARO liability results in either a change in the carrying amount of the related tangible capital asset or an expense. The accounting treatment depends on the nature of the remeasurement and whether the asset remains in productive use.

This standard is effective for fiscal years beginning on or after April 1, 2022. Early adoption is permitted.

THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY
NOTES TO THE FINANCIAL STATEMENTS

For the year ended December 31, 2019

2. TAXES RECEIVABLE

The balance of taxes receivable reported on the Statement of Financial Position is comprised of the following:

	2019	2018
Taxes	\$ 3,184,662	\$ 2,849,578
Interest and penalties	519,313	452,565
Allowance for doubtful accounts	(30,000)	(30,000)
	\$ 3,673,975	\$ 3,272,143

3. DEFERRED REVENUE - OBLIGATORY RESERVE FUNDS

A requirement of Canadian public sector accounting standards is that obligatory reserve funds be reported as deferred revenue. This requirement is in place as provincial legislation restricts how these funds may be used and under certain circumstances these funds may possibly be refunded. The balances in the obligatory reserve funds are summarized as follows:

	Federal Gas Tax	Parkland	Development Charges	2019	2018
Balance, beginning of year	\$ 15,773	\$ 65,528	\$ 314,535	\$ 395,836	\$ 369,592
Grants received	825,952	-	-	825,952	419,222
Interest and other	7,605	6,527	7,310	21,442	27,022
Deferred revenue earned	(400,000)	-	-	(400,000)	(420,000)
Balance, end of year	\$ 449,330	\$ 72,055	\$ 321,845	\$ 843,230	\$ 395,836

THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY
NOTES TO THE FINANCIAL STATEMENTS

For the year ended December 31, 2019

4. MUNICIPAL DEBT

The balance of municipal debt reported on the Statement of Financial Position is comprised of the following:

	2019	2018
Tile drain loans, interest rates ranging from 6% to 8%, repayable over a ten year period in blended payments ranging between \$665 and \$4,171, maturity dates ranging from 2020 to 2026	\$ 66,009	\$ 85,653
Principal payments assuming the loans are renewed under the same terms and conditions are as follows:		
2020	\$ 18,104	
2021	10,386	
2022	11,010	
2023	11,670	
2024	5,753	
Thereafter	9,086	
	\$ 66,009	

5. ACCRUED LANDFILL CLOSURE AND POST-CLOSURE COSTS

The Municipality operates two solid waste landfill sites. The North Lancaster landfill site has an estimated remaining life of 15 years as the result of an amended provisional certificate of approval from the Ministry of the Environment dated March 2010. The Beaverbrook landfill site has an estimated remaining life of 14 years as the result of an amended provisional certificate of approval from the Ministry of the Environment dated December 2008. The estimates associated with closure and post-closure include costs such as clay, topsoil, hydro seed, site preparation, equipment, ditching, drainage, fencing and post-closure monitoring estimated for five years. Total closure and post-closure costs are estimated to be \$2,000,000 with \$1,398,310 (2018 - \$1,368,310) being accrued at the end of the current fiscal year. These costs are to be recovered from future taxation revenue and reserves.

The reported liability is based on estimates and assumptions using the best information available at the end of the reporting period. Future events, such as changes to regulatory requirements, may result in significant changes to the estimated total liability and will be recognized prospectively, as a change in estimate, when applicable.

THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY
NOTES TO THE FINANCIAL STATEMENTS

For the year ended December 31, 2019

6. AMOUNTS TO BE RECOVERED FROM FUTURE REVENUES

Amounts to be recovered from future taxation, benefiting landowners and reserves are as follows:

	2019	2018
Municipal debt	\$ 66,009	\$ 85,653
Accrued landfill closure and post-closure costs	1,398,310	1,368,310
	\$ 1,464,319	\$ 1,453,963

Amounts are to be recovered from the following sources:

General municipal revenues	\$ 1,398,310	\$ 1,368,310
Benefiting landowners	66,009	85,653
	\$ 1,464,319	\$ 1,453,963

7. GRANTS BY FUNDING SOURCE

	2019	2018
Received from Federal Government	\$ 31,737	\$ 60,012
Received from Provincial Government	2,165,127	1,562,557
	\$ 2,196,864	\$ 1,622,569

8. OPERATING EXPENDITURES BY OBJECT

	(Note 12) BUDGET 2019	ACTUAL 2019	ACTUAL 2018
Wages and benefits	\$ 4,284,870	\$ 3,848,954	\$ 3,765,580
Interest on municipal debt	12,857	5,139	6,466
Materials and services	4,267,960	4,446,794	4,556,515
Contracted services	1,844,000	1,778,421	1,430,766
Insurance and other financial costs	179,700	186,067	174,866
Third party transfers	189,220	221,818	165,155
Amortization	2,449,000	2,505,621	2,394,577
	\$ 13,227,607	\$ 12,992,814	\$ 12,493,925

THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY

NOTES TO THE FINANCIAL STATEMENTS

For the year ended December 31, 2019

9. PENSION AGREEMENTS

The Municipality is a member of the Ontario Municipal Employees Retirement System (OMERS) which is a multi-employer retirement plan. The plan is a contributory defined benefit plan that specifies the amount of retirement benefit to be received by the employees based on the length of service and rates of pay. Employers and employees contribute to the plan. Since any surpluses or deficits are the joint responsibility of all Ontario municipalities and their employees, the Municipality does not recognize any share of the OMERS pension deficit of \$3.4 billion (2018 - \$4.2 billion) in these financial statements.

The employer amount contributed to OMERS for 2019 was \$197,767 (2018 - \$203,474) for current service and is included as an expenditure on the Statement of Financial Activities.

10. OPERATING SURPLUS

	(Note 12) BUDGET 2019	ACTUAL 2019	ACTUAL 2018
Surplus for the year	\$ 849,541	\$ 2,638,043	\$ 1,528,382
Funds transferred to reserves	(1,307,000)	(4,930,486)	(2,238,969)
Reserves used for operations	1,947,181	1,215,338	2,011,228
Change in accrued landfill closure and post-closure costs	-	30,000	30,000
Acquisition of tangible capital assets	(3,822,000)	(1,051,921)	(3,276,767)
Annual amortization expense	2,449,000	2,505,621	2,394,577
Disposal of tangible capital assets	25,000	-	-
Operating surplus for the year	141,722	406,595	448,451
Transfer to street lights surplus	-	(87,197)	(77,009)
Transfer from (to) water and sewer surplus	(141,722)	14,228	190,476
Transfer to working capital reserves	-	(333,626)	(561,918)
	\$ -	\$ -	\$ -

11. SEGMENTED INFORMATION

The Municipality is responsible for providing a range of services to its citizens. For management reporting purposes the Municipality's operations and activities are organized and reported by department. These departments are reported by functional area in the body of the financial statements similar to reporting reflected in the Ontario Financial Information Return. These functional areas represent segments for the Municipality of South Glengarry and expended disclosure by object has been reflected in the Schedule of Segmented Disclosure.

For each segment separately reported, the segment revenue and expenses represent both amounts that are directly attributable to the segment and amounts that are allocated on a reasonable basis. Therefore, certain allocation methodologies are employed in the preparation of segmented financial information.

The accounting policies used in these segments are consistent with those followed in the preparation of the financial statements as disclosed in Note 1.

THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY

NOTES TO THE FINANCIAL STATEMENTS

For the year ended December 31, 2019

11. SEGMENTED INFORMATION (Continued)

A brief description of each segment follows:

(a) General government

General government includes corporate services and governance of the Municipality. Administration as a segment includes operating and maintaining municipally-owned buildings, human resource management, legal, communications, information systems and technology, support to Council for policy development, by-law development in compliance with the Municipal Act, tax billing and collection responsibilities, financial management reporting, monitoring and overall budget status as well as frontline reception and customer service.

(b) Protection services

Protection services includes fire protection, conservation authority, protective inspection and control and emergency measures. Fire protection includes inspection, extinguishing and suppression services, emergency medical first response, and prevention education and training programs. Inspection and control includes building inspection, by-law enforcement and dog control services.

(c) Transportation services

Transportation services includes administration and operation of traffic and parking services for the Municipality. In addition, services are provided for winter and summer road maintenance along with the repair and construction of the municipal roads system including bridges and culverts, as well as operation and maintenance of a fleet of vehicles and equipment for use in providing services to the Municipality.

(d) Environmental services

Environmental services includes waste collection, disposal and recycling services.

(e) Water and sewer services

Water and sewer services includes the operation of water and waste water facilities and infrastructure for the collection and distribution of both water and sewer services within the Municipality.

(f) Health services

Health services provides funding for local public health organizations.

(g) Recreation and cultural services

Recreation and cultural services provides services that contribute to neighbourhood development and sustainability through the provision of recreation and leisure programs and facilities including community halls, libraries, parks, recreation fields, and arenas.

(h) Planning and development

Planning and development manages development for business interests, environmental concerns, heritage matters, local neighbourhoods and community development. It also facilitates economic development by providing services for the approval of all land development plans and the application and enforcement of the zoning by-law and official plan.

THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY
NOTES TO THE FINANCIAL STATEMENTS

For the year ended December 31, 2019

12. BUDGET FIGURES

The 2019 budget which includes operating, capital, reserves and reserve funds transactions were approved by Council on March 22, 2019. The budgets established for capital, reserves and reserve funds are based on a project-oriented basis, the costs of which may be carried out over one or more years.

13. TRANSFERS TO THE SCHOOL BOARDS AND UNITED COUNTIES

The Municipality collected and remitted county taxes on behalf of the United Counties of Stormont, Dundas and Glengarry in the amount of \$10,693,070 (2018 - \$10,345,658). During the year, the Municipality also collected and remitted \$4,267,457 (2018 - \$4,242,998) for provincial education taxes on behalf of the school boards.

14. CONTINGENCY

As a result of recent changes to the Workplace Safety and Insurance Act, the Municipality would be responsible to reimburse WSIB for disability payments under the revised regulations for work-related disabilities for firefighters. The potential future benefit and administrative costs if claims are made are estimated at \$Nil. As at December 31, 2019 no claims have been filed.

15. SUBSEQUENT EVENT

Subsequent to year-end, there was a global outbreak of COVID-19 (coronavirus), which has had a significant impact on businesses through the restrictions put in place by the Canadian, provincial and municipal governments regarding travel, business operations and isolation/quarantine orders. At this time, it is unknown the extent of the impact the COVID-19 outbreak may have on the Municipality as this will depend on future developments that are highly uncertain and that cannot be predicted with confidence. These uncertainties arise from the inability to predict the ultimate geographic spread of the disease, and the duration of the outbreak, including the duration of travel restrictions, business closures or disruptions, and quarantine/isolation measures that are currently, or may be put, in place by Canada and other countries to fight the virus.

While the extent of the impact is unknown, we anticipate this outbreak may cause reduced customer demand, supply chain disruptions, staff shortages, and increased government regulations, all of which may negatively impact the Municipality's financial condition.

THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY

FIVE YEAR FINANCIAL REVIEW

For the year ended December 31, 2019

FINANCIAL ACTIVITIES (000's)

	2019	2018	2017	2016	2015
Revenues					
Taxation	\$ 9,633	\$ 9,167	\$ 9,025	\$ 8,439	\$ 7,861
Fees and service charges	2,748	2,189	1,980	2,066	1,955
Grants	1,868	1,241	1,171	1,344	1,716
Investment income	653	603	564	525	574
Other	-	4	-	13	254
	14,902	13,204	12,740	12,387	12,360
Expenses					
General government	1,364	1,390	1,645	1,370	1,195
Protection to persons and property	1,501	1,533	1,616	2,076	1,612
Transportation services	5,424	5,124	4,833	4,989	4,509
Environmental	2,691	2,767	2,623	2,735	2,596
Health services	47	40	51	108	46
Recreation and cultural services	1,444	1,292	1,155	1,284	1,404
Planning and development	522	348	248	313	265
	12,993	12,494	12,171	12,875	11,627
Other revenue related to capital					
Deferred revenue earned	400	420	407	391	391
Grants	329	382	254	-	-
Gain on disposal of tangible capital assets	-	16	-	236	-
	729	818	661	627	391
Surplus for the year	\$ 2,638	\$ 1,528	\$ 1,230	\$ 139	\$ 1,124

PROPERTY TAXES BILLED (000's)

	2019	2018	2017	2016	2015
Own Purposes	\$ 9,633	\$ 9,167	\$ 9,025	\$ 8,439	\$ 7,861
Upper-Tier Municipality	10,693	10,346	9,891	9,344	9,152
School Boards	4,267	4,243	4,236	4,221	4,163
	\$ 24,593	\$ 23,756	\$ 23,152	\$ 22,004	\$ 21,176

THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY

FIVE YEAR FINANCIAL REVIEW

For the year ended December 31, 2019

TAXABLE ASSESSMENT (000's)

	2019	2018	2017	2016	2015
Residential and farm	\$ 2,154,224	\$ 1,995,382	\$ 1,825,457	\$ 1,685,298	\$ 1,575,873
Commercial and industrial	151,055	144,540	138,886	133,494	131,071
	2,305,279	2,139,922	1,964,343	1,818,792	1,706,944
Exempt	45,946	44,059	42,691	42,925	42,092
	\$ 2,351,225	\$ 2,183,981	\$ 2,007,034	\$ 1,861,717	\$ 1,749,036
Commercial and industrial	6.55%	6.75%	7.07%	7.34%	7.68%

FINANCIAL INDICATORS

	2019	2018	2017	2016	2015
Tax arrears					
Percentage of own levy	38 %	36 %	43 %	43 %	51 %
Percentage of total levy	15 %	14 %	17 %	17 %	18 %
Municipal debt	\$ 66,009	\$ 85,653	\$ 107,824	\$ 138,713	\$ 185,117
Municipal debt charges	\$ 5,139	\$ 6,466	\$ 8,323	\$ 11,227	\$ 11,937
Sustainability					
Financial assets to liabilities	3.53	2.77	2.67	2.70	2.67
Financial assets to liabilities excluding municipal debt	3.59	2.83	2.75	2.61	2.95
Municipal debt to tangible capital assets	0.13 %	0.17 %	0.22 %	0.28 %	0.38 %
Flexibility					
Debt charges to total operating revenue	0.03 %	0.05 %	0.06 %	0.09 %	0.10 %
Total operating revenue to taxable assessment	6.34 %	6.05 %	6.35 %	6.65 %	6.92 %
Vulnerability					
Operating grants to operating revenue	12.53 %	9.40 %	9.19 %	10.85 %	13.88 %
Total grants to total revenues	14.06 %	11.57 %	10.63 %	10.33 %	13.46 %
Reserve coverage					
Reserves	\$ 12,117,728	\$ 8,068,954	\$ 7,279,303	\$ 6,497,253	\$ 6,834,524
Reserves to operating expenses	93 %	65 %	60 %	50 %	59 %
Reserves to working capital	1.03	1.02	1.01	0.96	0.97



STAFF REPORT

S.R. 155-2020

PREPARED BY: Ewen MacDonald, GM Infrastructure Services

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: November 2, 2020

SUBJECT: Airport Lands Purchase & Transfer

BACKGROUND:

1. Council directed Administration to prepare transfer documents for the lands currently registered to the Township as shown on the appended Historical Lands Listing.
2. The properties are to be transferred to the Cornwall Regional Airport Commission save and except for a 25-acre parcel legally described as Parts 1 & 2 on 14R-6513, that the Township is going to retain/purchase for Municipal needs.
3. Fire Services has a training site at this location and there is also a Winter Material Storage Facility with plans to construct a Public Works Facility on the property.
4. The Township and the Airport Commission agreed on a sale price of \$50,000.00 as per an assessment that was completed on the property. The Township would also pay all related survey and legal costs for the purchase.

ANALYSIS:

5. The properties registered to the Township were purchased for the current and future needs of the Airport.

IMPACT ON 2020 BUDGET:

6. The purchase price of \$50,000.00 plus survey and legal costs will be expensed in 2020.



7. The transfer of the lots will result in the Airport Commission being responsible for paying property taxes on the parcels which will then increase their expenses and potentially increase the Township's share of the Operating Deficit.

ALIGNMENT WITH STRATEGIC PLAN:

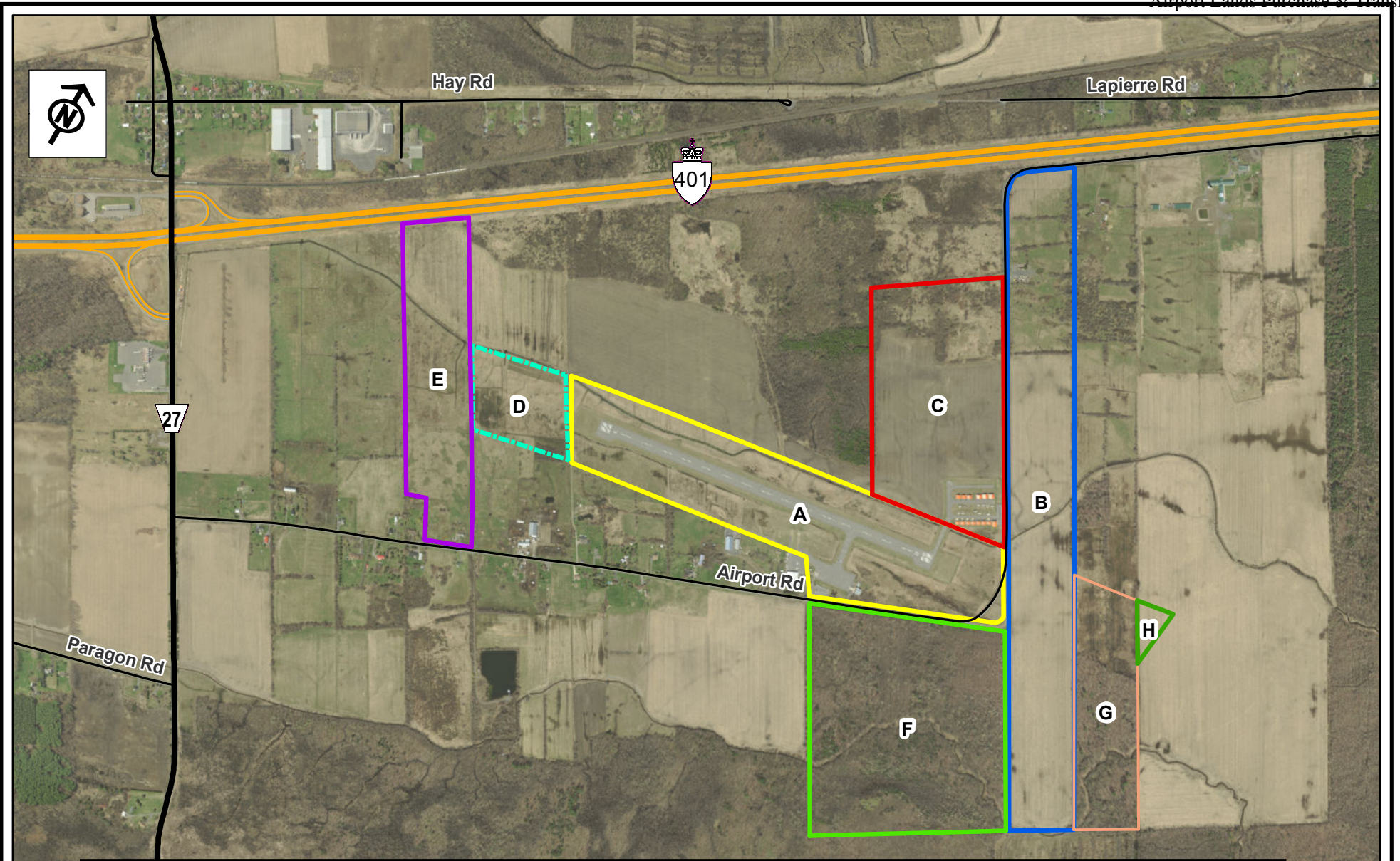
Goal 2: Invest in infrastructure and its sustainability

RECOMMENDATIONS:

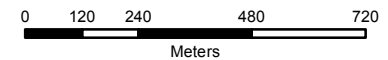
BE IT RESOLVED THAT the Township of South Glengarry transfer of lands registered to the Township of South Glengarry to the Cornwall Regional Airport Commission as per the schedule of properties and in particular Part A, B, C & G on the Historical Lands Overview Appended. PIN #'s 671240254, 671310075, & 671310407; and furthermore, that the Mayor & Clerk be authorized to sign any relevant documents.

BE IT RESOLVED THAT the Township of South Glengarry purchase lands from the Cornwall Regional Airport Commission, legally described as Part 1 & 2 on Registered Plan 14R-6513, Part of PIN 67131-0075 at a sale price of \$50,000.00 plus all Survey and Legal Costs; and furthermore, that the Mayor and Clerk be authorized to sign any relevant documents.

Recommended to Council for
 Consideration by:
 CAO – TIM MILLS



Airport Overview Lands History



- | | |
|---|--|
| A: Original Lands of 1984, Deeded to Township | E: Purchased in 2007, Deeded to the Commission |
| B: Purchased in late 80's, Deeded to Township | F: Purchased in 2009, Deeded to the Commission |
| C: Purchased in late 80's, Deeded to Township | G: Expropriated in 2010, Deeded to the Township |
| D: Easement in 2007, Deeded to the Commission | H: Remaining Lands to be expropriated, not commenced yet |



Parcels from MPAC. Contents provided on an 'as is' and as available' basis. This is not a plan of survey. INCLUDES ORTHOPHOTOS © 2014 OF THE QUEEN'S PRINTER FOR ONTARIO. ALL RIGHTS RESERVED

Produced by:
The United Counties of Stormont, Dundas and Glengarry,
Transportation and Planning Services with Data supplied
under Licence by Members of the Ontario Geospatial
Data Exchange
© May 2017.

RECEIVED AND DEPOSITED

APRIL 21, 2020

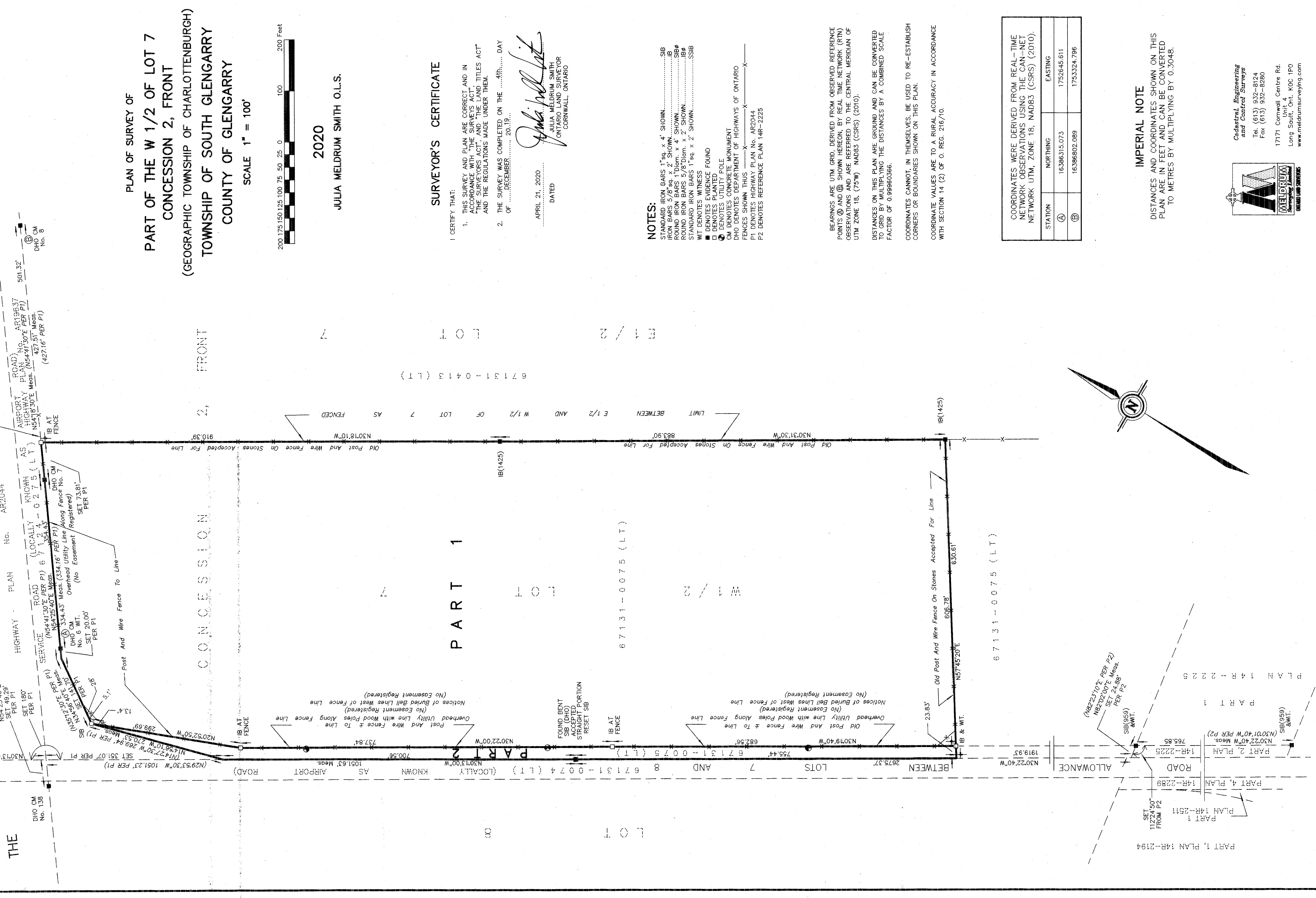
Brigitte Clermont

REPRESENTATIVE FOR LAND REGISTRAR FOR THE LAND TITLES DIVISION OF GLENGARRY No. 14

Julia Meldrum Smith
JULIA MELDRUM SMITH
ONTARIO LAND SURVEYOR
CORNWALL, ONTARIO

SCHEDULE		PIN	
PART	LOT	CON.	PLAN
1	W1/2	2	FRONT
2	7		

PART OF 67131-0075 (LT)



**PLAN OF SURVEY OF
PART OF THE W 1/2 OF LOT 7
CONCESSION 2, FRONT
(GEOGRAPHIC TOWNSHIP OF CHARLOTTENBURGH)
TOWNSHIP OF SOUTH GLENGARRY
COUNTY OF GLENGARRY**

SCALE 1" = 100'



2020
JULIA MELDRUM SMITH O.L.S.

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYORS ACT AND THE REGULATIONS MADE UNDER THEM.
- THE SURVEY WAS COMPLETED ON THE 21st DAY OF DECEMBER, 2019.

APRIL 21, 2020
DATED
Julia Meldrum Smith
JULIA MELDRUM SMITH
ONTARIO LAND SURVEYOR
CORNWALL, ONTARIO

NOTES:

- STANDARD IRON BARS 1"sq. x 4' SHOWN.....SIB
- IRON BARS 5/8"sq. x 2' SHOWN.....IB
- ROUND IRON BARS 1" diam. x 4' SHOWN.....SIB#
- ROUND IRON BARS 5/8" diam. x 2' SHOWN.....IB#
- STANDARD IRON BARS 1"sq. x 2' SHOWN.....SIB
- WIT DENOTES WITNESS
- CM DENOTES CONCRETE MONUMENT
- DHO DENOTES DEPARTMENT OF HIGHWAYS OF ONTARIO
- FENCES SHOWN THIS WAY
- P1 DENOTES HIGHWAY PLAN No. AR2044
- P2 DENOTES REFERENCE PLAN 14R-2225

BEARINGS ARE UTM GRID, DERIVED FROM OBSERVED REFERENCE POINTS (A) AND (B) SHOWN HEREON, BY REAL TIME NETWORK (RTN) OBSERVATIONS, AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 18, (75°W), NAD83 (CSRS) (2010).

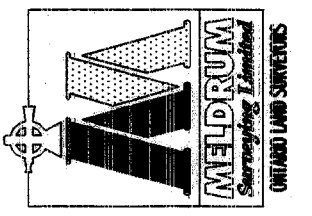
DISTANCES ON THIS PLAN ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING THE DISTANCES BY A COMBINED SCALE FACTOR OF 0.99960366.

COORDINATES CANNOT IN THEMSELVES BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

COORDINATE VALUES ARE TO A RURAL ACCURACY IN ACCORDANCE WITH SECTION 14 (2) OF O. REG. 216/10.

STATION	NORTHING	EASTING
(A)	16386315.073	1752645.611
(B)	16386902.089	1753324.796

COORDINATES WERE DERIVED FROM REAL-TIME NETWORK OBSERVATIONS USING THE CAN-NET NETWORK UTM, ZONE 18, NAD83 (CSRS) (2010).



Cadastre, Engineering and Control Surveys
Tel: (613) 932-8124
Fax: (613) 932-8280
17171 Cornwall Centre Rd.
Unit 4
Long Sault, Ont. K0C 1P0
www.meldrumsurveying.com

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



STAFF REPORT

S.R. 153-2020

PREPARED BY: Ewen MacDonald, GM Infrastructure Services
PREPARED FOR: Council of the Township of South Glengarry
COUNCIL DATE: November 2, 2020
SUBJECT: Removal of 1-Foot Reserve Samuel Drive

BACKGROUND:

1. The Township recently approved a Severance 57-20 which created a land locked parcel on Part of lot 32 Registered Plan 101, as per the attached Information Report from the September 8, 2020 agenda.
2. There is a 1-Foot Reserve at the east end of Samuel Drive as shown on Plan 14M-2 Block 22 that would need to be removed to provide public road frontage for the severed parcel.

ANALYSIS:

3. The removal of the One-Foot Reserve is necessary for the applicant to submit a Minor Variance Application to reduce the Road Frontage.
4. Once the Minor Variance has been approved the 1-Foot Reserve will then be re-established until such time as the proposed residential subdivision has been constructed.

IMPACT ON 2020 BUDGET:

5. N/A

ALIGNMENT WITH STRATEGIC PLAN:

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 153-2020 be received and that the Council of the Township of South Glengarry Adopt By-law 68-2020 to remove the 1-Foot Reserve



shown as Block 22 on Plan 14M-2, Registered Plan 101, PIN 67120020, Read a First, Second, And Third time this 2nd day of November 2020.

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

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

INFORMATION REPORT

REPORT TO: Council of the Township of South Glengarry



MEETING DATE: September 8, 2020

SUBJECT: Consent Application B-57-20

PREPARED BY: Joanne Haley, GM Community Services

RE: B-57-20

Part Lot 32, Registered Plan # 101

Former Township of Charlottenburgh

Winchester

Type of Consent: To Sever an Existing Dwelling and to Retain Lands that will contain a Subdivision in the future.

Subject:

The subject property is located on part of lot 32, Registered Plan 101 on the south side of Tyotown Road also known as 18370 Tyotown Road. The purpose of this application is to sever approximately 3 acres of residentially developed land and to retain approximately 50.5 acres of vacant land that will be residentially developed in the future.

Official Plan Designations:

The subject property is designated Rural Settlement Area. This proposed consent conforms to the Official Plan.

Zoning By-law:

The subject property is zoned Residential One- Holding, Flood Plain Holding and Rural in the Township's Zoning By-Law. This proposed consent does not conform to the Zoning By-law as the retained lands do not have adequate public road frontage.

Proposed Recommendation:

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

1. A review fee of \$200.00 must be paid to the Township.
2. A Parkland fee of \$1,000.00 must be paid to the Township.

3. The Township of South Glengarry will complete a site visit of the severed and retained lands to ensure that there are no concerns with the installation of septic systems in the future. Further information may be required from the applicant once the site visit is completed. The applicant will be required to attend to the Township office to apply for a site visit and to file a fee of \$170.00.
4. A zoning amendment must be applied for and approved to remove the holding symbol on the severed portion of this application only.
5. A minor variance must be applied for and approved to reduce the public road frontage on Samuel Drive. There is a one-foot reserve on Samuel Drive that results in the retained land not having public road frontage. This will be removed prior to the minor variance being applied for.
6. A concept plan demonstrating the proposed residential plan of subdivision on the retained lands must be submitted to the Township of South Glengarry Administration for review and approval.

SG-J-20

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY
BY-LAW NUMBER 68-2020
FOR THE YEAR 2020**

***BEING A BY-LAW TO ACCEPT CERTAIN LANDS AS ROAD ALLOWANCE
WITHIN THE TOWNSHIP AND TO DEDICATE SAME TO THE PUBLIC USE
AS PUBLIC HIGHWAY.***

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

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

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

1. **THAT** the Corporation of the Township of South Glengarry accepts the conveyances listed on Schedule "A" attached hereto and forming part of this by-law.
2. **THAT** the conveyances referred to on Schedule "A" attached hereto are hereby accepted as road allowances and dedicated to the public use as Public Highway.

***READ A FIRST, SECOND AND THIRD TIME, PASSED, SIGNED AND
SEALED IN OPEN COUNCIL THIS 2ND DAY OF NOVEMBER 2020.***

MAYOR: _____ **CLERK:** _____

Schedule "A" to By-Law 68-2020

Description of lands accepted by the Township of South Glengarry as Open Road Allowances

Lot #	Concession	Part(s)	Reference Plan	Registered Plan Document	PIN	Registry Date
33	1	Block 19	14M-2	Plan 101	67120020	February 15, 2006

LOT 32

WIRE FENCE ON LINE

N58°54'00"E 174.54

36.20 36.20 36.20 36.20

3

4

5

6

BLOCK 19

N44°42'10"E
C=1.63
A=1.63

N60°26'50"E
C=2.39
A=2.39

N58°54'00"E
C=25.48
A=28.30
R=18.00

N52°29'50"E
C=36.52 A=36.63
R=140.59

BLOCK 17
BLOCK 18

N58°54'00"E

SAMUELED

LOT 11

LAURETTI

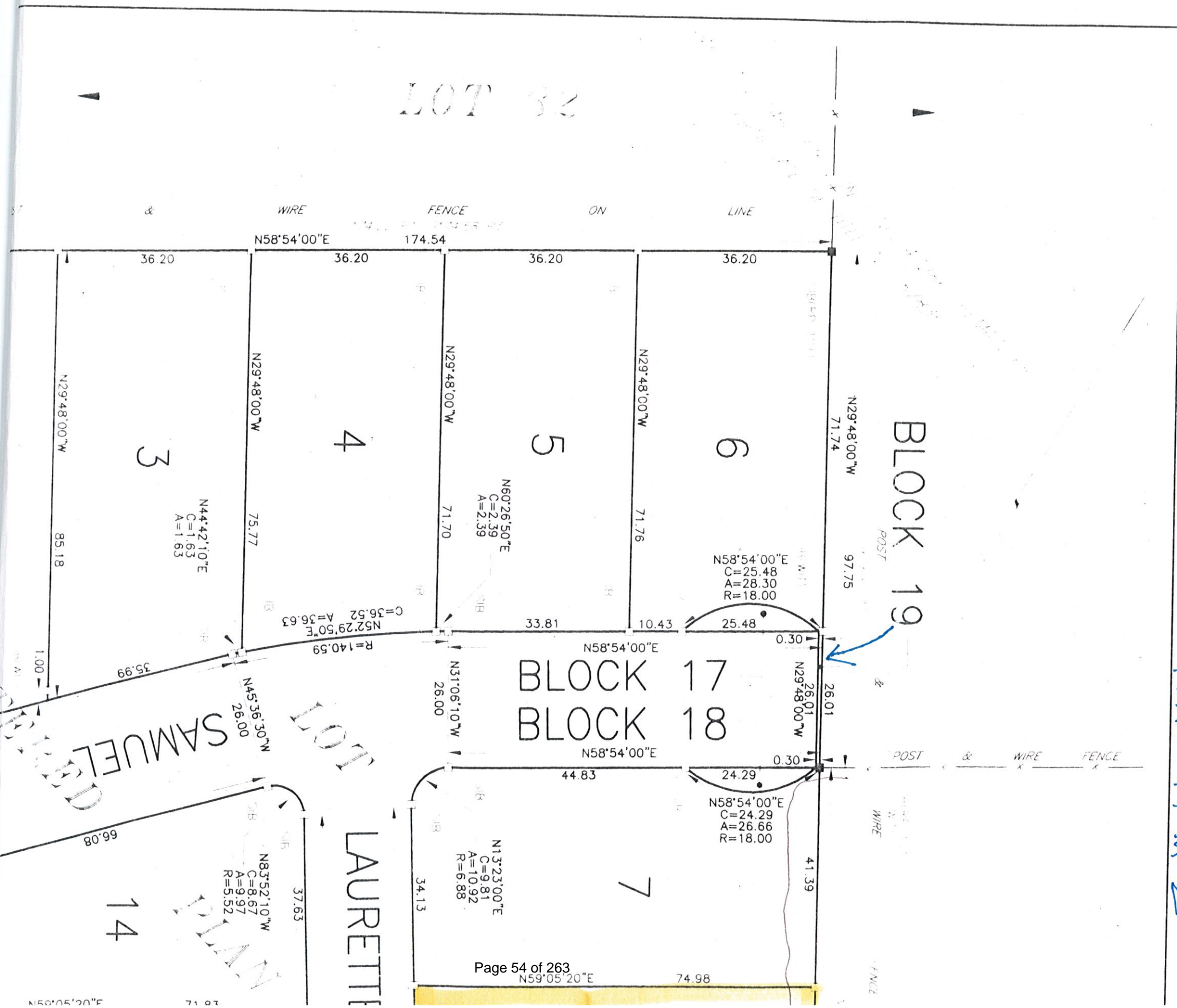
14

N83°52'10"W
C=8.67
A=9.97
R=5.52

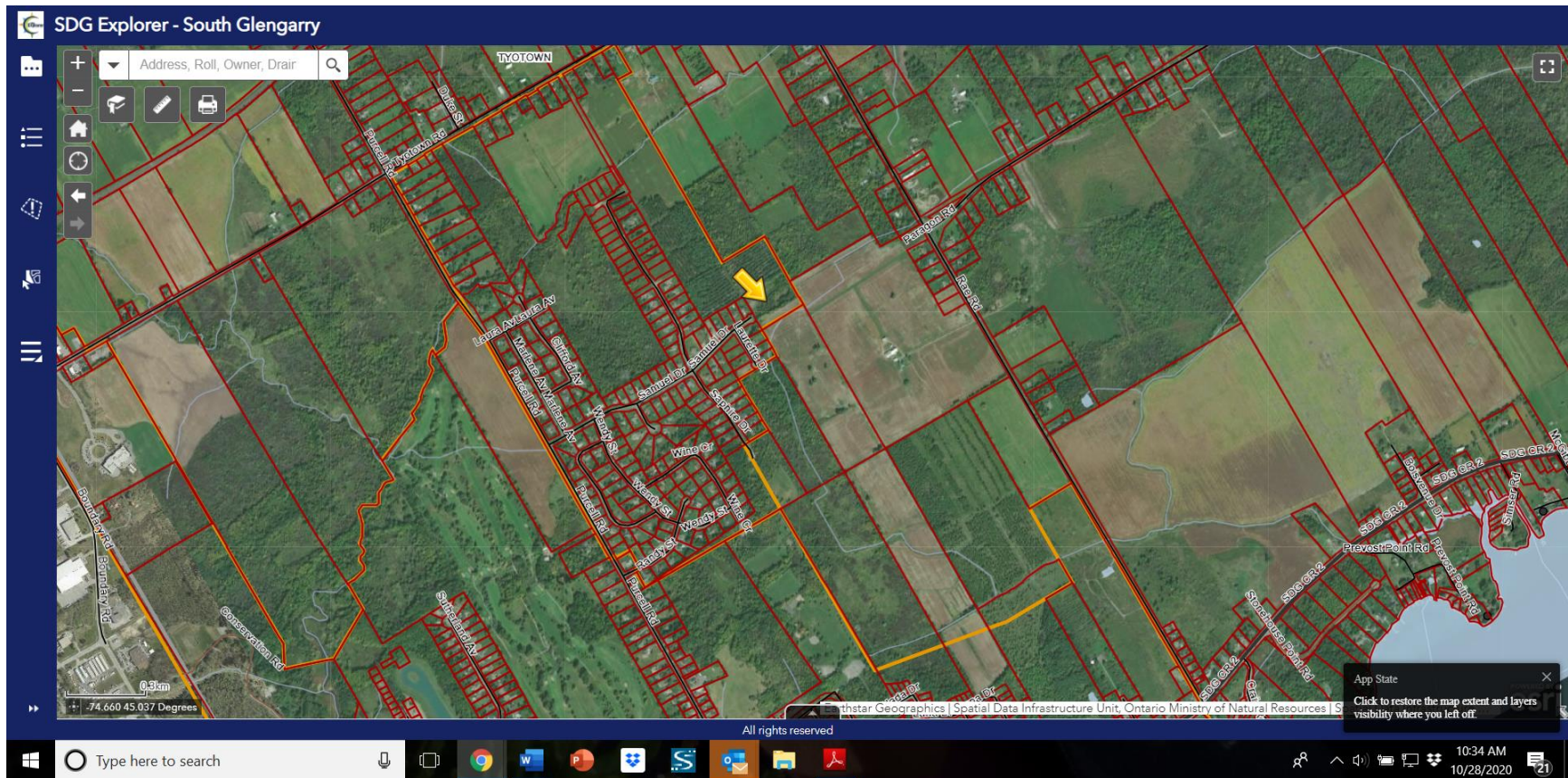
N13°23'00"E
C=9.81
A=10.92
R=6.88

N58°54'00"E
C=24.29
A=26.66
R=18.00

PLAN 14-M-2



Winchester Property





STAFF REPORT

S.R. 154-2020

PREPARED BY: Ewen MacDonald, GM Infrastructure Services

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: November 2, 2020

SUBJECT: Environment Committee By-law

BACKGROUND:

- 1. The Current By-Law 20-11 for the Environment Committee was adopted in 2011.
- 2. The Environment Committee has reviewed the By-Law and the Terms of Reference and has drafted a revision for Council’s consideration.

ANALYSIS:

- 3. The Draft By-Law and Terms of Reference provide further clarity for the objectives of the Committee.
- 4. There are also revisions to the number of lay appointees and Council Members and criteria for eligibility.
- 5. One of the current Lay Appointees has stepped down and will need to be replaced. The vacancy would be posted by the Clerk and applicants would be reviewed by Council. Council would approve the Lay Appointee(s) by Resolution.

IMPACT ON 2020 BUDGET:

- 6. N/A

ALIGNMENT WITH STRATEGIC PLAN:

- Goal 3: Strengthen the effectiveness and efficiency of our organization
- Goal 4: Improve quality of life in our community
- Goal 5: Improve internal and external communications



RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 154-2020 be received and that the Council of South Glengarry adopt By-Law 69-2020 for the Establishment of an Environment Committee; Read a first, Second & Third Time passed signed and sealed this 2nd day of November 2020.

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

Recommended to Council for
Consideration by:
CAO – TIM MILLS

SG-I-11

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY
BY-LAW 20-11
FOR THE YEAR 2011**

**BEING A BY-LAW TO AMEND BY-LAW 17-07 TO ESTABLISH AN
ENVIRONMENT COMMITTEE.**

WHEREAS Section 11(2) of the *Municipal Act*, 2001, as amended enables Councils of a Municipality to appoint an Environment Committee of such persons as the Council may determine:

AND WHEREAS the Council of the Township of South Glengarry is desirous of making amendments to the mandate of the Environment Advisory Committee;

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

1. **THAT** the Environment Committee shall consist of not less than three (3) lay people who reside in the Municipality and up to two (2) members of Council along with a Staff resource person.
2. **THAT** the Chair and Vice Chair of the Environment Committee shall not be a member of Council.
3. **THAT** the term of office is to be four (4) years.
4. **THAT** meetings will be scheduled at the call of Council or the Staff Resource Person.
5. **THAT** the agendas shall be set and approved by the Staff Resource Person after consulting with the Committee Chairperson.
6. **THAT** the terms of reference for the Environment Committee shall be as provided for on Schedule "A" attached to this by-law.
7. **THAT** this by-law will come into force and effect upon third and final reading.

**READ A FIRST, SECOND, AND THIRD TIME, PASSED, SIGNED, AND SEALED
IN OPEN COUNCIL THIS 11TH DAY OF APRIL 2011.**

MAYOR:



CLERK:



Schedule "A" to By-law 20-11

Environment Committee

Terms of Reference

The Committee will at the request of Council provide advice on environmental matters. The Committee shall endeavor to assist the Corporation of South Glengarry to green their operations and infrastructure and be good stewards of the environment.

The committee will satisfy the requirements under the Certificates of Approval for the landfill sites in an effort to conserve the landfill sites.

The Committee shall make an effort to assist the South Glengarry Council of the day to encourage the population of the Township to be considerate and conscientious of the environment through activities such as supporting hazardous waste collection days, encouraging recycling, reusing, reducing, and composting, and by recommending to the Township policies designed to promote sound environmental practices.

The Committee will facilitate opportunities to communicate to the Township population, businesses and industries, as directed and approved by the Township, for environmentally friendly options and best practices currently available to encourage positive environment actions.

The Committee, as directed and approved by the Township, will endeavor to co-operate and work with Township agricultural, commercial, and industrial communities to promote and develop economically viable environmentally friendly programs such as co-operative recycling programs.

SG-I-20

**THE CORPORATION OF THE TOWNSHIP OF
SOUTH GLENGARRY BY-LAW 69-2020
FOR THE YEAR 2020**

BEING A BY-LAW TO ESTABLISH AN ENVIRONMENT COMMITTEE

WHEREAS Section 11(2) of the *Municipal Act, 2001*, as amended enables Councils of a Municipality to appoint an Environment Committee of such persons as the Council may determine:

AND WHEREAS the Council of the Township of South Glengarry is desirous of making amendments to the mandate of the Environment Committee;

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

- 1. **THAT** the Environment Committee shall consist of not less than three (3) lay people who are eligible voters or do business in the Municipality and up to two (2) members of Council along with a Staff resource person.
- 2. **THAT** the Chair and Vice Chair of the Environment Committee will be appointed annually. The Chair and Vice Chair may be a member of Council.
- 3. **THAT** the term of office is to be four (4) years.
- 4. **THOSE** meetings will be scheduled at the call of the Chair or at the request of Council or the Staff Resource Person.
- 5. **THAT** the agendas shall be set and approved by the Staff Resource Person after consulting with the Committee Chairperson.
- 6. **THAT** the terms of reference for the Environment Committee shall be as provided for on Schedule "A" attached to this by-law.
- 7. **THAT** on the date of this by-law's passing by-law 20-11 and by-law 17-07 shall be hereby repealed.
- 8. **THAT** this by-law will come into force and effect upon third and final reading.

***READ A FIRST, SECOND, AND THIRD TIME, PASSED, SIGNED, AND SEALED
IN OPEN COUNCIL THIS 2nd DAY OF NOVEMBER 2020***

MAYOR: _____ **CLERK:** _____

Schedule “A” to By-law 69-2020

Environment Committee

Mandate

The purpose of the Environment Committee (EC) is to serve as an assemblage of citizens and Councillors, with the guidance of a staff resource person, for discussion, review and sharing of information regarding environmental matters in the Township of South Glengarry. At the request of Council, the EC will also provide advice on environmental matters. The EC shall endeavor to assist the Corporation of South Glengarry to green their operations and infrastructure and be good stewards of the environment.

Objective of the Committee

1. The EC will facilitate opportunities to communicate to the Township population, businesses and industries, as directed and approved by Council, for environmentally friendly options and best practices currently available to encourage positive environment actions.
2. The EC, as directed and approved by Council , will endeavor to co-operate and work with Township agricultural, commercial, and industrial communities to promote and develop economically viable environmentally friendly programs such as co-operative recycling programs.
3. The Committee will satisfy the requirements under the Certificates of Approval for the landfill sites.
 - a . Improve landfill diversion
 - b . Extend life of landfills to avoid commissioning new landfills or expanding current landfills
 - c . Outreach and education and public relations through Township communication coordinator to avoid confusion, be consistent and remain efficient
4. The Committee shall make an effort to assist the South Glengarry Council of the day to encourage the population of the Township to be considerate and conscientious of the environment through activities such as supporting hazardous waste collection days, encouraging recycling, reusing, reducing, and composting, and by recommending to the Township policies designed to promote sound environment practices.

Composition

1. All members are eligible voters or do business in the Township of South Glengarry (excludes seasonal residents).
2. The EC will consist of up to a minimum of three (3) lay people who are eligible voters or do business in the Municipality.
3. A minimum of one (1) and up to two (2) members of Council will be appointed to the EC.
4. A minimum of one (1) South Glengarry Township staff resource person and/or subject expert will be appointed to the EC.

5. Lay people may not be employees of the Township but may be contractors or freelancers hired by the Township.
6. Lay people will be appointed to the EC through recruitment by the Township of South Glengarry.

Appointment of Officers

The EC shall, at its first meeting in each year, elect from its membership, a chairperson and a vice-chairperson. These positions may be held by a Councillor or a lay person. The staff resource person will be appointed secretary. If there is no staff resource person, the EC shall elect a secretary from the members of the EC, at its first meeting each year.

Responsibilities of the Chair

1. Chair EC meetings.
2. Create and review meeting agenda with the staff resource person.

Responsibilities of Vice-Chair

1. Chair meetings in the chairperson’s absence.

Meetings

The EC will meet formally at the call of the Chair or at the request of Council, a minimum of two (2) times per calendar year.

Councillors not elected to the EC and the Township’s consultants are encouraged to attend EC meetings.

Volunteer Positions

The lay persons and Councillors of the EC are considered volunteers. Mileage costs and other minor expenses will not be reimbursed.

Any member who is absent from three (3) consecutive regular meetings without leave of absence or without a satisfactory reason shall forthwith cease to be a member and the Recording Secretary shall advise the Clerk.

Any member wishing to resign shall provide their resignation in writing to the Chair with a copy to the Clerk.

Vacancies shall be filled per the Council as soon as possible with another suitable representative.



STAFF REPORT

S.R. 156-2020

PREPARED BY: Ewen MacDonald, GM Infrastructure Services

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: November 2, 2020

SUBJECT: Realtor Services RFP # 19-2020

BACKGROUND:

1. Council directed Administration to issue an RFP to secure the services of a Realtor for the sale of surplus lands in the Township.
2. The listing of Surplus Lands was updated and is appended to this report.
3. The RFP was Issued on September 4th and closed on September 24th.
4. One Submission was received from Troy Vaillancourt from Century 21 Shield Realty.
5. The proposal from Century 21 Shield Realty is that their fee would be 4% of any final sale of 3.5% of any final sale should they represent both the buyer and the seller.
6. The fee also includes all marketing costs, signage, travel time and consulting.

ANALYSIS:

7. With only one submission Administration has reviewed the previous RFP for Realtor Services from 2018. The fee for that proposal was 5% of any final sale or 4% for representing both the buyer and the seller.
8. Based on the previous RFP results the fee proposal from Century 21 Shield Realty is competitive.



9. The Marketing Strategy includes exposure of the properties through a website for the properties, www.realtor.ca , Social Media, Sphere of Influence, and Print Media.

IMPACT ON 2020 BUDGET:

10. The sale of the surplus properties would generate unbudgeted revenue.

ALIGNMENT WITH STRATEGIC PLAN:

11. N/A

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 156-2020 be received and that the Request for Proposal 19-2020 be awarded to Troy Vaillancourt from Century 21 Shield Realty as per the fee proposal for a Commission of 4% of any final sale or 3.5% of any final sale should the agent represent both the buyer and the seller; and furthermore that the Deputy Mayor and Clerk be authorized to sign any relevant documents.

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

Recommended to Council for
Consideration by:
CAO – TIM MILLS

Surplus Land Listing- Township of South Glengarry							
Listing #	Name	Roll #	Acres	Location	Hamlet	List Price	Please Note
1	Vacant Land	10100101700700	0.54	Parkhill Cl	Lancaster Heights		
2	Vacant Land	10100101742000	0.69	Parkhill Cl	Lancaster Heights		
3a	Vacant Land	10100101699000	12.29	Beauchamp Dr	Lancaster Heights	/per lot	12 building lots
3b	Vacant Land	10100101699000	8.33	Beauchamp Dr	Lancaster Heights	/per lot	6 building lots
4	Vacant Land	10100101586248	0.99	Patricia Ln	Green Valley		
6	Vacant Land	10100101698800	14.92	Parkhill Cl	Lancaster Heights		No public road frontage
7	Vacant Land	10100101710000	0.37		Lancaster Heights		No public road frontage
10	Green Valley Park	010100602507000	0.83	Charlotte St & Park Cr	Green Valley		
11	Vacant Land	010100101716600	33.64	Lakeside Dr	Lancaster Heights		11,19,17, to be merged
12	Vacant Land	010100101762000	39.27	Beauchamp Dr	Lancaster Heights		12 ,16 to be merged
13	Vacant Land	010100101750244	2.13	Beauchamp Dr	Lancaster Heights		
15	Vacant Land	010100101697000	94.00		Lancaster Heights		
16	Vacant Land	10100101757000	1.96		Lancaster Heights	see 12	12 ,16 to be merged
17	Vacant Land	010100101717000	1.29		Lancaster Heights	see 11	11,19,17, to be merged
19	Vacant Land	010100101703100	0.77		Lancaster Heights	see 11	11,19,17, to be merged
20		010100101698840	0.99	22162 Parkhil Cl	Lancaster Heights		
21	Vacant Land	010100101698820	0.53		Lancaster Heights		
22	Charlottenburgh Managed Forest	010100602380000	104.87	between County Rd 25 and Caber			
23	Vacant Land	010100101698850'		Beauchamp Dr	Lancaster Heights		Waiting for confirmation; property has been sold

Concession Rd 10



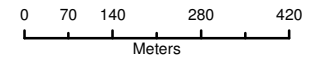
Lancaster Heights Surplus Lands

Legend

- Surplus Property
- Highway
- County Road
- Township Road
- Private/Other Road
- Road Allowance / Seasonal Road
- Under Construction
- Future Development
- Township Boundary



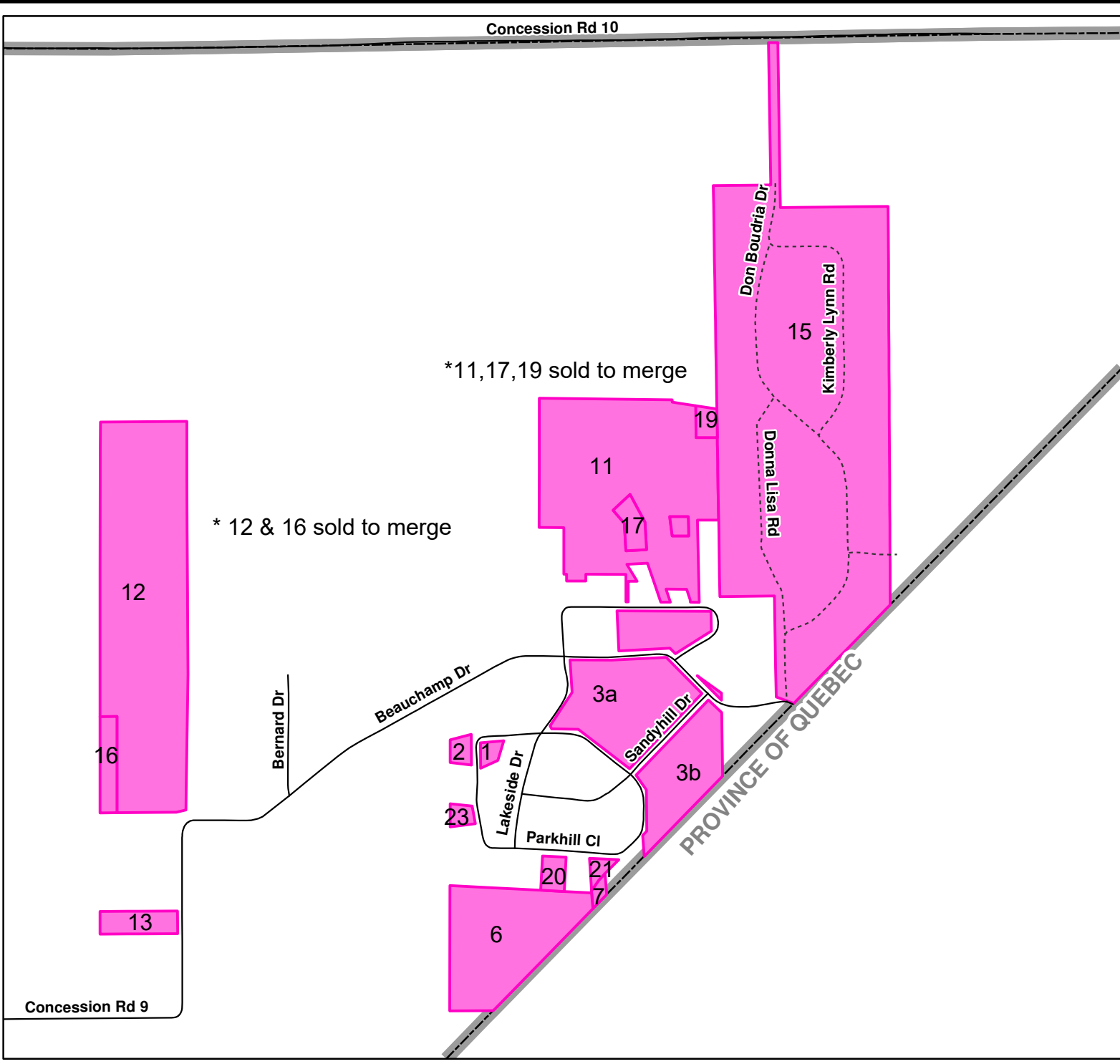
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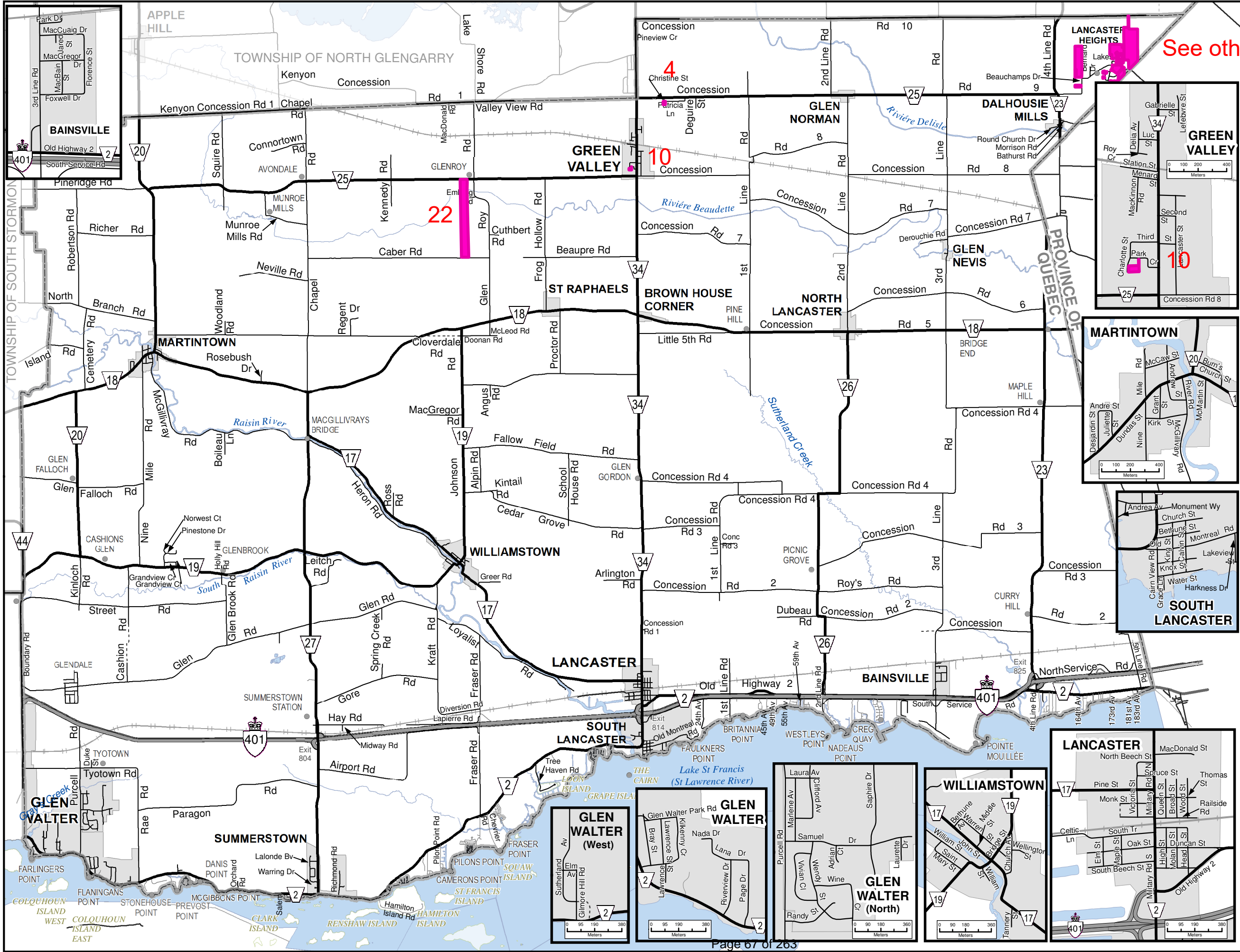


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*11,17,19 sold to merge

* 12 & 16 sold to merge



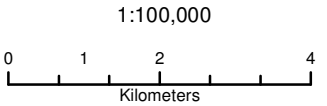
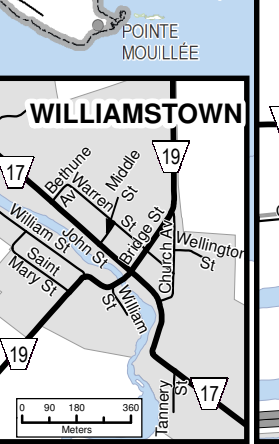
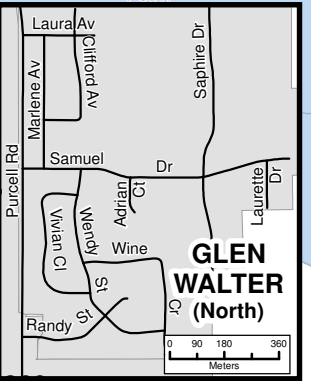
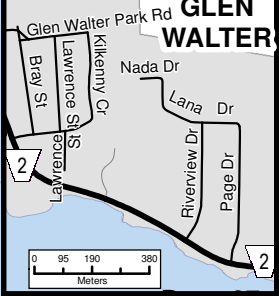
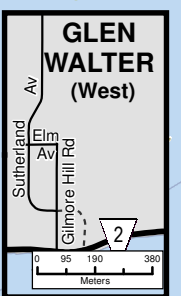
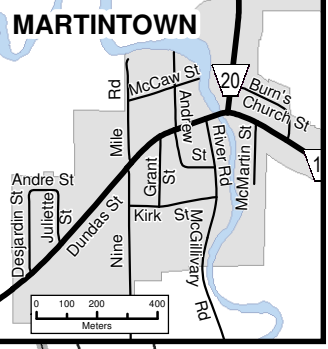
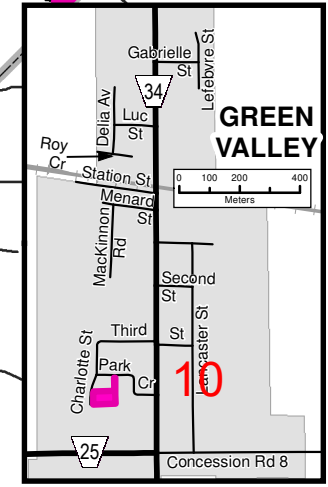


See other Map



South Glengarry Surplus Lands

- Legend**
- Surplus Land
 - Highway
 - County Road
 - Township Road
 - Private/Other Road
 - Road Allowance / Seasonal Road
 - Under Construction
 - Railroad
 - Settlement Area
 - Township Boundary



Produced by: SDG The United Counties of Stormont, Dundas and Glengarry, Transportation and Planning Services with Data supplied under Licence by Members of the Ontario Geospatial Data Exchange © September 2, 2020.



STAFF REPORT

S.R.157-2020

PREPARED BY: Ewen MacDonald, GM Infrastructure Services

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: November 9, 2020

SUBJECT: Seasonal Sidewalk Closures

BACKGROUND:

1. The Township maintains approximately 13 Kilometres of sidewalk in various locations.
2. The Township's Roadway Service Policy, By-Law 43-11 states that:

For standards and levels of service that are not identified in this policy, the Township commits itself to a standard and level of service as set out in the Provincial Minimum Maintenance Standards,

3. The Provincial Minimum Maintenance Standards were revised in 2018 and Winter Maintenance of Sidewalks was included with the revision.
4. The Revised Minimum Maintenance for Winter Maintenance of Sidewalks in sections 16.3 and 16.5 specifies that an accumulation of 8 CM's or an icy sidewalk condition need to be addressed and treated within 48 hours.

ANALYSIS:

5. The Township's Winter Maintenance Level of Service for Sidewalks would meet the Standards save and except for when a Significant Winter Event has been declared.
6. The only exception is a section of Sidewalk in St. Raphael's on the north side of SDG 18. The sidewalk at this location is not wide enough for our sidewalk plow and has historically not been maintained in the wintertime.
7. With the revised Minimum Maintenance Standard, the Township should pass a By-Law to Close the Sidewalk as per section 16.8 of the Standard.



Closure of a highway

16.8

(1) When a municipality closes a highway or part of a highway pursuant to its powers under the Act, the highway is deemed to be in a state of repair in respect of all conditions described in this Regulation from the time of the closure until the highway is re-opened by the municipality. O. Reg. 366/18, s. 15.

(2) For the purposes of subsection (1), a highway or part of a highway is closed on the earlier of,

(a) when a municipality passes a by-law to close the highway or part of the highway; and

(b) when a municipality has taken such steps as it determines necessary to temporarily close the highway or part of a highway. O. Reg. 366/18, s. 15.

IMPACT ON 2020 BUDGET:

8. There is no change to the current level of service and therefore no impact on the budget

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 157-2020 be received and that the Council of the Township of South Glengarry adopt By-Law 70-2020 being a By-Law to close the Section of Sidewalk on the north side of SDG 18 in the hamlet of St. Raphael's for the winter season; Read a First, Second & Third time this 2nd Day of November 2020.

Recommended to Council for
Consideration by:
CAO – TIM MILLS

SG-I-11

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY
BY-LAW 45-11
FOR THE YEAR 2011**

**BEING A BY-LAW TO AMEND BY-LAW 11-00, BEING A BY-LAW TO
ESTABLISH POLICIES FOR THE TOWNSHIP OF SOUTH GLENGARRY:**

WHEREAS on March 27, 2000 Council of the Township of South Glengarry passed by-law 11-00 to establish policies for the Township of South Glengarry;

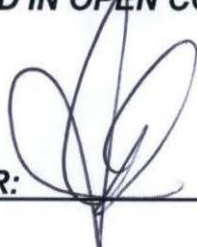
AND WHEREAS Schedule "A" to by-law 11-00 be amended;

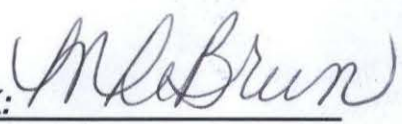
AND WHEREAS the Council of the Township of South Glengarry would like to include in Schedule "A" of By-law 11-00 the Provincial Minimum Standards and to establish the maximum speed limit on Township Roads as per the Highway Traffic Act Regulation

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

- 1. **THAT** Schedule "A" to By-law 11-00 will be amended to reflect the following;
- 2. **THAT** By-law 11-00 Schedule "A" be amended to add to the end of Section 2 the following;
 - a) *For standards and levels of service that are not identified in this policy, the Township commits itself to a standard and level of service as set out in the Provincial Minimum Maintenance Standards.*
- 3. **THAT** By-law 11-00 Schedule "A" be amended to create the following as Section 10:
 - a) *Unless stipulated other, the Maximum Speed Limit on Township Roads will be determined as per the Highway Traffic Act Regulations.*

READ A FIRST, SECOND AND THIRD TIME, PASSED, SIGNED AND SEALED IN OPEN COUNCIL THIS 11th DAY OF OCTOBER 2011.

MAYOR: 

CLERK: 

SCHEDULE "A" TO BY-LAW 11-00

TOWNSHIP OF SOUTH GLENGARRY

RIGHT OF WAY POLICY

CONTENTS:

1. INTRODUCTION
2. POLICY STATEMENT
3. TYPICAL ROAD SECTION
4. SURFACE TYPE
5. LAND ACQUISITION
6. GRASS CUTTING
7. BRUSHING/TREES
8. DITCHING
9. ENTRANCES

1. INTRODUCTION

The Township of South Glengarry maintains 385 km of roadway of which 210km is granular surface and 175km is bituminous hardtop surface.

As specified in section 284 (1) of the *Municipal Act* the Council of the Corporation that has jurisdiction over a highway or bridge shall keep it in a state of repair that is reasonable in light of all the circumstances.

It is the objective of the municipality to maintain the existing right of ways in a state of repair that is reasonable, recognizing historical conditions and a level of service that is consistent with a low volume rural road system in the Province of Ontario.

A program to upgrade and improve the roadways will be established taking into account the traffic volumes, and expenditure required for the improvement.

2. STATEMENT OF POLICY

“The objectives of the Township Roads Department right of way maintenance activities shall be established to keep the right of way in a state of repair that is reasonable and consistent with the needs of a low traffic volume rural road system.”

For standards and levels of service that are not identified in this policy, the Township commits itself to a standard and level of service as set out in the Provincial Minimum Maintenance Standards.

3. TYPICAL SECTION

See attached diagram:

The right of way section will be a minimum of 20 metres with a desired right of way of 26 metres where warranted. The minimum platform width will be 8 metres with a 6 metre surface and 1 metre shoulders excluding rounding.

The granular base desired is 300mm of granular B and 150 mm of granular A.

The shoulder rounding granulars should be left exposed to allow for the drainage of water from the granular base

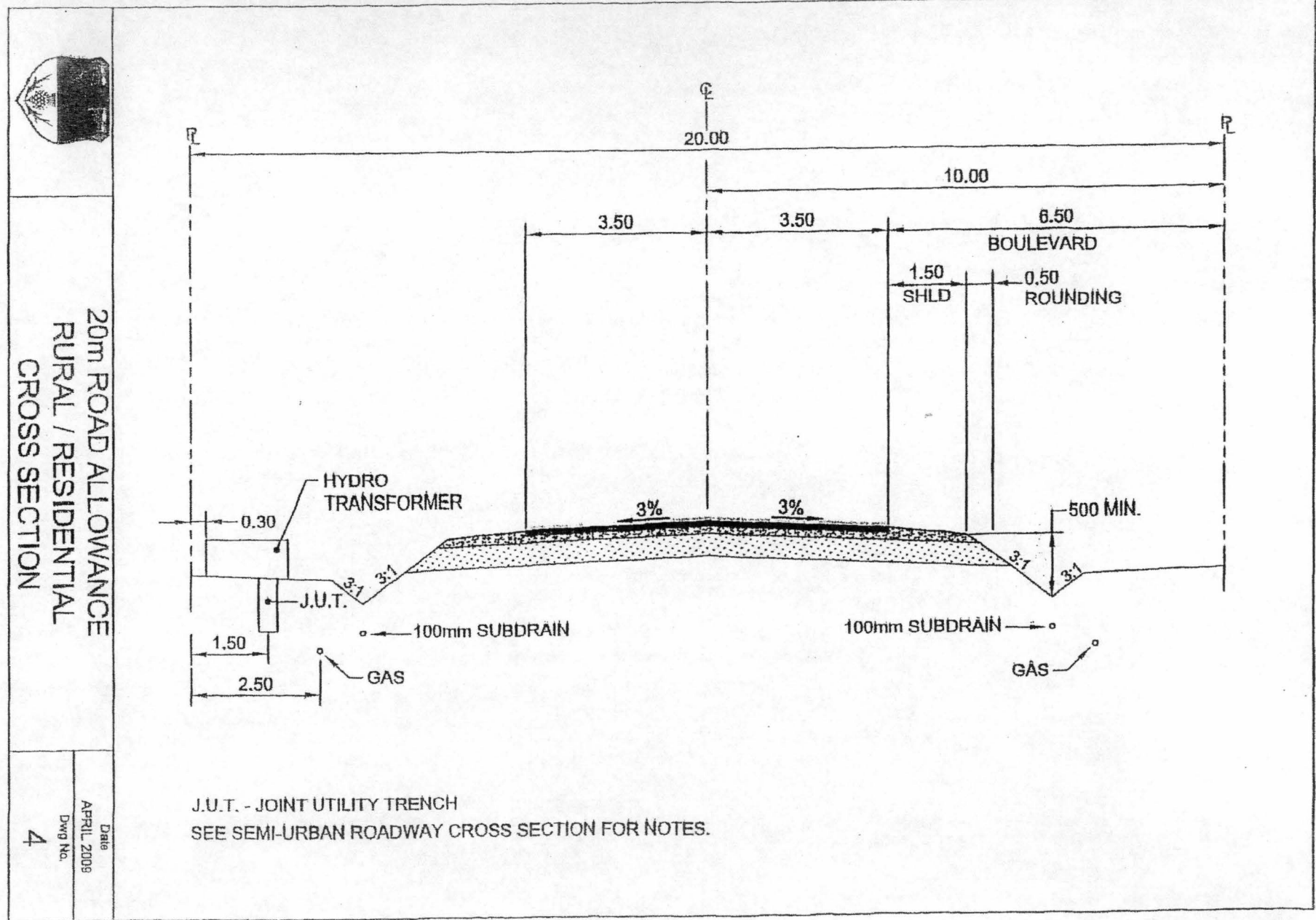
The desired clear zone (the traversable area free of obstacles that allows errant vehicles that leave the travelled portion of the roadway to recover or come to a safe stop) is 4 metres.

4. SURFACE TYPE

The desired surface type is established based on the traffic volumes (AADT) on the roadway.

>400 AADT	asphalt
300 to 400 AADT	surface treatment
<300 AADT	granular

It is the objective of the Township that a Bituminous surface is preferred in hamlets and built up areas.



5. LAND ACQUISITION

Land acquisition for road widening purposes will be established to accommodate a capital program that addresses the needs based on traffic, development, and the transportation patterns of the road system.

Land will be acquired whenever the opportunity presents itself to widen and improve deficient right of ways to the desired 20 metres, i.e. severances, surveys etc.

Compensation for land required for road widening will be established by Council at a fair per acre value.

When land is being acquired for road widening purposes and the land is zoned agricultural then the compensation for the land being acquired will be based on the assessed value of the property being purchased rather than the established policy of \$1500 per acre with a \$250 minimum offer.

When land is acquired for road widening purposes and at the time of construction the township will provide for entrances existing or required as a result of this construction. The Township will install these entrances as part of the capital cost to the project and no compensation will be payable by the abutting land owner.

6. GRASS CUTTING

The grass cutting program will attempt to maintain the right of ways from fence to fence where accessible.

The desired level of service for this program will be that the grass and weeds along the right of way will not exceed 400mm in height and efforts will attempt to cut the grass and weeds before they seed.

7. BRUSHING/ TREES

A program of brush and tree removal will be established by the Township to prioritize the brushing and tree removal required to achieve the desired 4 metre clear zone.

This program will set priorities based on traffic volumes, the geometrics of the road (i.e. brush/trees at curves intersections) and the transportation patterns of the road system.

8. DITCHING

A yearly ditching program will be established based on the need to provide for adequate drainage of the road base.

Typically ditches will be constructed with a desired front and back slope of 3:1

It is preferred that open ditches be maintained on the municipal right of way.

If an abutting land owner wishes to close a ditch in they must file a written request to the municipality accompanied by an approved engineers plan detailing the closed drainage scheme being proposed.

Any approved closed drainage systems will be constructed solely at the cost of the abutting landowner.

9. ENTRANCES

New entrances will be permitted on the municipal right of way with approval of an entrance permit from the public works director.

The minimum standard for entrance culverts will provide for a corrugated steel culvert of no less than 400mm diameter and a length to be established based on site conditions and location.

Entrances will be maintained by the abutting landowner at their expense.

Entrances on the municipal right of way will be maintained by the abutting landowner at their expense. The municipality will replace or reset culverts as required when a capital project is undertaken or when the integrity of the road drainage is being adversely affected as determined by the public works director.

- 10. Unless stipulated otherwise, the Maximum Speed Limit on Township Roads will be determined as per the Highway Traffic Act Regulations.**



Municipal Act, 2001
Loi de 2001 sur les municipalités

ONTARIO REGULATION 239/02

MINIMUM MAINTENANCE STANDARDS FOR MUNICIPAL HIGHWAYS

Consolidation Period: From February 18, 2010 to the e-Laws currency date.

Last amendment: O. Reg. 23/10.

This Regulation is made in English only.

Definitions

1. (1) In this Regulation,

“cm” means centimetres;

“day” means a 24-hour period;

“motor vehicle” has the same meaning as in subsection 1 (1) of the *Highway Traffic Act*, except that it does not include a motor assisted bicycle;

“non-paved surface” means a surface that is not a paved surface;

“Ontario Traffic Manual” means the Ontario Traffic Manual published by the Ministry of Transportation, as amended from time to time;

“paved surface” means a surface with a wearing layer or layers of asphalt, concrete or asphalt emulsion;

“roadway” has the same meaning as in subsection 1 (1) of the *Highway Traffic Act*;

“shoulder” means the portion of a highway that provides lateral support to the roadway and that may accommodate stopped motor vehicles and emergency use;

“surface” means the top of a roadway or shoulder. O. Reg. 239/02, s. 1 (1); O. Reg. 23/10, s. 1 (1).

(2) For the purposes of this Regulation, every highway or part of a highway under the jurisdiction of a municipality in Ontario is classified in the Table to this section as a Class 1, Class 2, Class 3, Class 4, Class 5 or Class 6 highway, based on the speed limit applicable to it and the average annual daily traffic on it. O. Reg. 239/02, s. 1 (2).

(3) For the purposes of subsection (2) and the Table to this section, the average annual daily traffic on a highway or part of a highway under municipal jurisdiction shall be determined,

- (a) by counting and averaging the daily two-way traffic on the highway or part of the highway; or
- (b) by estimating the average daily two-way traffic on the highway or part of the highway. O. Reg. 239/02, s. 1 (3); O. Reg. 23/10, s. 1 (2).

(4) For the purposes of this Regulation, a municipality is deemed to be aware of a fact if, in the absence of actual knowledge of the fact, circumstances are such that the municipality ought reasonably to be aware of the fact. O. Reg. 23/10, s. 1 (3).

**TABLE
CLASSIFICATION OF HIGHWAYS**

Average Annual Daily Traffic (number of motor vehicles)	Posted or Statutory Speed Limit (kilometres per hour)						
	91 - 100	81 - 90	71 - 80	61 - 70	51 - 60	41 - 50	1 - 40
15,000 or more	1	1	1	2	2	2	2
12,000 - 14,999	1	1	1	2	2	3	3
10,000 - 11,999	1	1	2	2	3	3	3
8,000 - 9,999	1	1	2	3	3	3	3
6,000 - 7,999	1	2	2	3	3	3	3
5,000 - 5,999	1	2	2	3	3	3	3
4,000 - 4,999	1	2	3	3	3	3	4
3,000 - 3,999	1	2	3	3	3	4	4
2,000 - 2,999	1	2	3	3	4	4	4
1,000 - 1,999	1	3	3	3	4	4	5
500 - 999	1	3	4	4	4	4	5
200 - 499	1	3	4	4	5	5	5
50 - 199	1	3	4	5	5	5	5
0 - 49	1	3	6	6	6	6	6

O. Reg. 613/06, s. 1.

Application

2. (1) This Regulation sets out the minimum standards of repair for highways under municipal jurisdiction for the purpose of clause 44 (3) (c) of the Act. O. Reg. 288/03, s. 1.

(2) Revoked: O. Reg. 23/10, s. 2.

(3) This Regulation does not apply to Class 6 highways. O. Reg. 239/02, s. 2 (3).

MINIMUM STANDARDS

Patrolling

3. (1) The minimum standard for the frequency of patrolling of highways to check for conditions described in this Regulation is set out in the Table to this section. O. Reg. 23/10, s. 3 (1).

(2) During the season when a municipality performs winter highway maintenance, the minimum standard for patrolling highways is, in addition to that set out in subsection (1), to patrol highways that the municipality selects as representative of its highways, as necessary, to check for conditions described in sections 4 and 5. O. Reg. 23/10, s. 3 (1).

(3) Patrolling a highway consists of observing the highway, either by driving on or by electronically monitoring the highway, and may be performed by persons responsible for patrolling highways or by persons responsible for or performing highway maintenance activities. O. Reg. 23/10, s. 3 (1).

(4) This section does not apply in respect of the conditions described in section 10, subsections 11 (0.1) and 12 (1) and section 16.1. O. Reg. 23/10, s. 3 (1).

TABLE
PATROLLING FREQUENCY

Class of Highway	Patrolling Frequency
1	3 times every 7 days
2	2 times every 7 days
3	once every 7 days
4	once every 14 days
5	once every 30 days

O. Reg. 239/02, s. 3, Table; O. Reg. 23/10, s. 3 (2).

Snow accumulation

4. (1) The minimum standard for clearing snow accumulation is,

(a) after becoming aware of the fact that the snow accumulation on a roadway is greater than the depth set out in the Table to this section, to deploy snow-clearing resources as soon as practicable; and

(b) after the snow accumulation has ended, to clear the snow to a depth less than or equal to the depth set out in the Table within the time set out in the Table,

(i) to provide a minimum lane width of the lesser of three metres for each lane or the actual lane width, or

(ii) on a Class 4 or Class 5 highway with two lanes, to provide a total width of at least five metres. O. Reg. 23/10, s. 4.

(2) This section,

(a) does not apply to that portion of the roadway designated for parking; and

(b) only applies to a municipality during the season when the municipality performs winter highway maintenance. O. Reg. 23/10, s. 4.

(3) In this section,

“snow accumulation” means the natural accumulation of any of the following that, alone or together, covers more than half a lane width of a roadway:

1. New fallen snow.
2. Wind-blown snow.
3. Slush. O. Reg. 23/10, s. 4.

**TABLE
SNOW ACCUMULATION**

Class of Highway	Depth	Time
1	2.5 cm	4 hours
2	5 cm	6 hours
3	8 cm	12 hours
4	8 cm	16 hours
5	10 cm	24 hours

O. Reg. 239/02, s. 4, Table.

Icy roadways

5. (1) The minimum standard for treating icy roadways after becoming aware of the fact that a roadway is icy is to treat the icy roadway within the time set out in the Table to this section. O. Reg. 23/10, s. 5.

(2) This section only applies to a municipality during the season when the municipality performs winter highway maintenance. O. Reg. 239/02, s. 5 (2).

**TABLE
ICY ROADWAYS**

Class of Highway	Time
1	3 hours
2	4 hours
3	8 hours
4	12 hours
5	16 hours

O. Reg. 239/02, s. 5, Table.

Potholes

6. (1) If a pothole exceeds both the surface area and depth set out in Table 1, 2 or 3 to this section, as the case may be, the minimum standard is to repair the pothole within the time set out in Table 1, 2 or 3, as appropriate, after becoming aware of the fact. O. Reg. 239/02, s. 6 (1).

(2) A pothole shall be deemed to be repaired if its surface area or depth is less than or equal to that set out in Table 1, 2 or 3, as appropriate. O. Reg. 239/02, s. 6 (2).

**TABLE 1
POTHOLES ON PAVED SURFACE OF ROADWAY**

Class of Highway	Surface Area	Depth	Time
1	600 cm ²	8 cm	4 days

2	800 cm ²	8 cm	4 days
3	1000 cm ²	8 cm	7 days
4	1000 cm ²	8 cm	14 days
5	1000 cm ²	8 cm	30 days

O. Reg. 239/02, s. 6, Table 1.

TABLE 2
POTHOLES ON NON-PAVED SURFACE OF ROADWAY

Class of Highway	Surface Area	Depth	Time
3	1500 cm ²	8 cm	7 days
4	1500 cm ²	10 cm	14 days
5	1500 cm ²	12 cm	30 days

O. Reg. 239/02, s. 6, Table 2.

TABLE 3
POTHOLES ON PAVED OR NON-PAVED SURFACE OF SHOULDER

Class of Highway	Surface Area	Depth	Time
1	1500 cm ²	8 cm	7 days
2	1500 cm ²	8 cm	7 days
3	1500 cm ²	8 cm	14 days
4	1500 cm ²	10 cm	30 days
5	1500 cm ²	12 cm	60 days

O. Reg. 239/02, s. 6, Table 3.

Shoulder drop-offs

7. (1) If a shoulder drop-off is deeper, for a continuous distance of 20 metres or more, than the depth set out in the Table to this section, the minimum standard is to repair the shoulder drop-off within the time set out in the Table after becoming aware of the fact. O. Reg. 239/02, s. 7 (1).

(2) A shoulder drop-off shall be deemed to be repaired if its depth is less than or equal to that set out in the Table. O. Reg. 239/02, s. 7 (2).

(3) In this section,

“shoulder drop-off” means the vertical differential, where the paved surface of the roadway is higher than the surface of the shoulder, between the paved surface of the roadway and the paved or non-paved surface of the shoulder. O. Reg. 239/02, s. 7 (3).

TABLE
SHOULDER DROP-OFFS

Class of Highway	Depth	Time
1	8 cm	4 days
2	8 cm	4 days

3	8 cm	7 days
4	8 cm	14 days
5	8 cm	30 days

O. Reg. 239/02, s. 7, Table.

Cracks

8. (1) If a crack on the paved surface of a roadway is greater, for a continuous distance of three metres or more, than both the width and depth set out in the Table to this section, the minimum standard is to repair the crack within the time set out in the Table after becoming aware of the fact. O. Reg. 239/02, s. 8 (1).

(2) A crack shall be deemed to be repaired if its width or depth is less than or equal to that set out in the Table. O. Reg. 239/02, s. 8 (2).

TABLE
CRACKS

Class of Highway	Width	Depth	Time
1	5 cm	5 cm	30 days
2	5 cm	5 cm	30 days
3	5 cm	5 cm	60 days
4	5 cm	5 cm	180 days
5	5 cm	5 cm	180 days

O. Reg. 239/02, s. 8, Table.

Debris

9. (1) If there is debris on a roadway, the minimum standard is to deploy resources, as soon as practicable after becoming aware of the fact, to remove the debris. O. Reg. 239/02, s. 9 (1).

(2) In this section,

“debris” means any material or object on a roadway,

- (a) that is not an integral part of the roadway or has not been intentionally placed on the roadway by a municipality, and
- (b) that is reasonably likely to cause damage to a motor vehicle or to injure a person in a motor vehicle. O. Reg. 239/02, s. 9 (2).

Luminaires

10. (0.1) The minimum standard for the frequency of inspecting all luminaires to check to see that they are functioning is once per year. O. Reg. 23/10, s. 6.

(1) For conventional illumination, if three or more consecutive luminaires on a highway are not functioning, the minimum standard is to repair the luminaires within the time set out in the Table to this section after becoming aware of the fact. O. Reg. 239/02, s. 10 (1).

**TABLE
LUMINAIRES**

Class of Highway	Time
1	7 days
2	7 days
3	14 days
4	14 days
5	14 days

O. Reg. 239/02, s. 10, Table.

Signs

11. (0.1) The minimum standard for the frequency of inspecting signs of a type listed in subsection (2) to check to see that they meet the retro-reflectivity requirements of the Ontario Traffic Manual is once per year. O. Reg. 23/10, s. 7 (1).

(1) If any sign of a type listed in subsection (2) is illegible, improperly oriented, obscured or missing, the minimum standard is to deploy resources as soon as practicable after becoming aware of the fact to repair or replace the sign. O. Reg. 239/02, s. 11 (1); O. Reg. 23/10, s. 7 (2).

(2) This section applies to the following types of signs:

1. Checkerboard.
2. Curve sign with advisory speed tab.
3. Do not enter.
- 3.1 Load Restricted Bridge.
- 3.2 Low Bridge.
- 3.3 Low Bridge Ahead.
4. One Way.
5. School Zone Speed Limit.
6. Stop.
7. Stop Ahead.
8. Stop Ahead, New.
9. Traffic Signal Ahead, New.
10. Two-Way Traffic Ahead.
11. Wrong Way.
12. Yield.
13. Yield Ahead.
14. Yield Ahead, New. O. Reg. 239/02, s. 11 (2); O. Reg. 23/10, s. 7 (3).

(2) For conventional illumination and high mast illumination, if 30 per cent or more of the luminaires on any kilometre of highway are not functioning, the minimum standard is to repair the luminaires within the time set out in the Table to this section after becoming aware of the fact. O. Reg. 239/02, s. 10 (2).

(3) Despite subsection (2), for high mast illumination, if all of the luminaires on consecutive poles are not functioning, the minimum standard is to deploy resources as soon as practicable after becoming aware of the fact to repair the luminaires. O. Reg. 239/02, s. 10 (3).

(4) Despite subsections (1), (2) and (3), for conventional illumination and high mast illumination, if more than 50 per cent of the luminaires on any kilometre of a Class 1 highway with a speed limit of 90 kilometres per hour or more are not functioning, the minimum standard is to deploy resources as soon as practicable after becoming aware of the fact to repair the luminaires. O. Reg. 239/02, s. 10 (4).

(5) Luminaires shall be deemed to be repaired,

- (a) for the purpose of subsection (1), if the number of non-functioning consecutive luminaires does not exceed two;
- (b) for the purpose of subsection (2), if more than 70 per cent of luminaires on any kilometre of highway are functioning;
- (c) for the purpose of subsection (3), if one or more of the luminaires on consecutive poles are functioning;
- (d) for the purpose of subsection (4), if more than 50 per cent of luminaires on any kilometre of highway are functioning. O. Reg. 239/02, s. 10 (5).

(6) Subsections (1), (2) and (3) only apply to,

- (a) Class 1 and Class 2 highways; and
- (b) Class 3, Class 4 and Class 5 highways with a posted speed of 80 kilometres per hour or more. O. Reg. 239/02, s. 10 (6).

(7) In this section,

“conventional illumination” means lighting, other than high mast illumination, where there are one or more luminaires per pole;

“high mast illumination” means lighting where there are three or more luminaires per pole and the height of the pole exceeds 20 metres;

“luminaire” means a complete lighting unit consisting of,

- (a) a lamp, and
- (b) parts designed to distribute the light, to position or protect the lamp and to connect the lamp to the power supply. O. Reg. 239/02, s. 10 (7).

Regulatory or warning signs

12. (1) The minimum standard for the frequency of inspecting regulatory signs or warning signs to check to see that they meet the retro-reflectivity requirements of the Ontario Traffic Manual is once per year. O. Reg. 23/10, s. 8.

(2) If a regulatory sign or warning sign is illegible, improperly oriented, obscured or missing, the minimum standard is to repair or replace the sign within the time set out in the Table to this section after becoming aware of the fact. O. Reg. 23/10, s. 8.

(3) In this section,

“regulatory sign” and “warning sign” have the same meanings as in the Ontario Traffic Manual, except that they do not include a sign listed in subsection 11 (2) of this Regulation. O. Reg. 23/10, s. 8.

TABLE
REGULATORY AND WARNING SIGNS

Class of Highway	Time
1	7 days
2	14 days
3	21 days
4	30 days
5	30 days

O. Reg. 239/02, s. 12, Table.

Traffic control signal systems

13. (1) If a traffic control signal system is defective in any way described in subsection (2), the minimum standard is to deploy resources as soon as practicable after becoming aware of the defect to repair the defect or replace the defective component of the traffic control signal system. O. Reg. 239/02, s. 13 (1).

(2) This section applies if a traffic control signal system is defective in any of the following ways:

1. One or more displays show conflicting signal indications.
2. The angle of a traffic control signal or pedestrian control indication has been changed in such a way that the traffic or pedestrian facing it does not have clear visibility of the information conveyed or that it conveys confusing information to traffic or pedestrians facing other directions.
3. A phase required to allow a pedestrian or vehicle to safely travel through an intersection fails to occur.
4. There are phase or cycle timing errors interfering with the ability of a pedestrian or vehicle to safely travel through an intersection.
5. There is a power failure in the traffic control signal system.

6. The traffic control signal system cabinet has been displaced from its proper position.
7. There is a failure of any of the traffic control signal support structures.
8. A signal lamp or a pedestrian control indication is not functioning.
9. Signals are flashing when flashing mode is not a part of the normal signal operation. O. Reg. 239/02, s. 13 (2).

(3) Despite subsection (1) and paragraph 8 of subsection (2), if the posted speed of all approaches to the intersection or location of the non-functioning signal lamp or pedestrian control indication is less than 80 kilometres per hour and the signal that is not functioning is a green or a pedestrian “walk” signal, the minimum standard is to repair or replace the defective component by the end of the next business day. O. Reg. 239/02, s. 13 (3).

(4) In this section and section 14,

“cycle” means a complete sequence of traffic control indications at a location;

“display” means the illuminated and non-illuminated signals facing the traffic;

“indication” has the same meaning as in the *Highway Traffic Act*;

“phase” means a part of a cycle from the time where one or more traffic directions receive a green indication to the time where one or more different traffic directions receive a green indication;

“power failure” means a reduction in power or a loss in power preventing the traffic control signal system from operating as intended;

“traffic control signal” has the same meaning as in the *Highway Traffic Act*;

“traffic control signal system” has the same meaning as in the *Highway Traffic Act*.
O. Reg. 239/02, s. 13 (4).

Traffic control signal system sub-systems

14. (1) The minimum standard is to inspect, test and maintain the following traffic control signal system sub-systems every 12 months:

1. The display sub-system, consisting of traffic signal and pedestrian crossing heads, physical support structures and support cables.
2. The traffic control sub-system, including the traffic control signal cabinet and internal devices such as timer, detection devices and associated hardware, but excluding conflict monitors.
3. The external detection sub-system, consisting of detection sensors for all vehicles, including emergency and railway vehicles and pedestrian push-buttons. O. Reg. 239/02, s. 14 (1).

(2) The minimum standard is to inspect, test and maintain conflict monitors every five to seven months and at least twice a year. O. Reg. 239/02, s. 14 (2).

(3) In this section,

“conflict monitor” means a device that continually checks for conflicting signal indications and responds to a conflict by emitting a signal. O. Reg. 239/02, s. 14 (3).

Bridge deck spalls

15. (1) If a bridge deck spall exceeds both the surface area and depth set out in the Table to this section, the minimum standard is to repair the bridge deck spall within the time set out in the Table after becoming aware of the fact. O. Reg. 239/02, s. 15 (1).

(2) A bridge deck spall shall be deemed to be repaired if its surface area or depth is less than or equal to that set out in the Table. O. Reg. 239/02, s. 15 (2).

(3) In this section,

“bridge deck spall” means a cavity left by one or more fragments detaching from the paved surface of the roadway or shoulder of a bridge. O. Reg. 239/02, s. 15 (3).

TABLE
BRIDGE DECK SPALLS

Class of Highway	Surface Area	Depth	Time
1	600 cm ²	8 cm	4 days
2	800 cm ²	8 cm	4 days
3	1,000 cm ²	8 cm	7 days
4	1,000 cm ²	8 cm	7 days
5	1,000 cm ²	8 cm	7 days

O. Reg. 239/02, s. 15, Table.

Roadway surface discontinuities

16. (1) If a surface discontinuity on a roadway, other than a surface discontinuity on a bridge deck, exceeds the height set out in the Table to this section, the minimum standard is to repair the surface discontinuity within the time set out in the Table after becoming aware of the fact. O. Reg. 23/10, s. 9.

(2) If a surface discontinuity on a bridge deck exceeds five centimetres, the minimum standard is to deploy resources as soon as practicable after becoming aware of the fact to repair the surface discontinuity on the bridge deck. O. Reg. 23/10, s. 9.

(3) In this section,

“surface discontinuity” means a vertical discontinuity creating a step formation at joints or cracks in the paved surface of the roadway, including bridge deck joints, expansion joints and approach slabs to a bridge. O. Reg. 23/10, s. 9.

**TABLE
SURFACE DISCONTINUITIES**

Class of Highway	Height	Time
1	5 cm	2 days
2	5 cm	2 days
3	5 cm	7 days
4	5 cm	21 days
5	5 cm	21 days

O. Reg. 239/02, s. 16, Table.

Sidewalk surface discontinuities

16.1 (1) The minimum standard for the frequency of inspecting sidewalks to check for surface discontinuity is once per year. O. Reg. 23/10, s. 10.

(2) If a surface discontinuity on a sidewalk exceeds two centimetres, the minimum standard is to treat the surface discontinuity within 14 days after becoming aware of the fact. O. Reg. 23/10, s. 10.

(3) For the purpose of subsection (2), treating a surface discontinuity on a sidewalk means taking reasonable measures to protect users of the sidewalk from the discontinuity, including making permanent or temporary repairs, alerting users' attention to the discontinuity or preventing access to the area of discontinuity. O. Reg. 23/10, s. 10.

(4) In this section,

“surface discontinuity” means a vertical discontinuity creating a step formation at joints or cracks in the surface of the sidewalk. O. Reg. 23/10, s. 10.

REVIEW OF REGULATION

Review

17. (1) The Minister of Transportation shall conduct a review of this Regulation and Ontario Regulation 612/06 (Minimum Maintenance Standards for Highways in the City of Toronto) made under the *City of Toronto Act, 2006* every five years. O. Reg. 613/06, s. 2.

(2) Despite subsection (1), the first review after the completion of the review started before the end of 2007 shall be started five years after the day Ontario Regulation 23/10 is filed. O. Reg. 23/10, s. 11.

18. Omitted (provides for coming into force of provisions of this Regulation). O. Reg. 239/02, s. 18.

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Municipal Act, 2001
Loi de 2001 sur les municipalités

ONTARIO REGULATION 239/02
MINIMUM MAINTENANCE STANDARDS FOR MUNICIPAL HIGHWAYS

Consolidation Period: From May 3, 2018 to the [e-Laws currency date](#).

Last amendment: 366/18.

Legislative History: 288/03, 613/06, 23/10, 47/13, 366/18.

This Regulation is made in English only.

Definitions

1. (1) In this Regulation,

“bicycle facility” means the on-road and in-boulevard cycling facilities listed in Book 18 of the Ontario Traffic Manual;

“bicycle lane” means,

- (a) a portion of a roadway that has been designated by pavement markings or signage for the preferential or exclusive use of cyclists, or
- (b) a portion of a roadway that has been designated for the exclusive use of cyclists by signage and a physical or marked buffer;

“cm” means centimetres;

“day” means a 24-hour period;

“encroachment” means anything that is placed, installed, constructed or planted within the highway that was not placed, installed, constructed or planted by the municipality;

“ice” means all kinds of ice, however formed;

“motor vehicle” has the same meaning as in subsection 1 (1) of the *Highway Traffic Act*, except that it does not include a motor assisted bicycle;

“non-paved surface” means a surface that is not a paved surface;

“Ontario Traffic Manual” means the Ontario Traffic Manual published by the Ministry of Transportation, as amended from time to time;

“paved surface” means a surface with a wearing layer or layers of asphalt, concrete or asphalt emulsion;

“pothole” means a hole in the surface of a roadway caused by any means, including wear or subsidence of the road surface or subsurface;

“roadway” has the same meaning as in subsection 1 (1) of the *Highway Traffic Act*;

“shoulder” means the portion of a highway that provides lateral support to the roadway and that may accommodate stopped motor vehicles and emergency use;

“sidewalk” means the part of the highway specifically set aside or commonly understood to be for pedestrian use, typically consisting of a paved surface but does not include crosswalks, medians, boulevards, shoulders or any part of the sidewalk where cleared snow has been deposited;

“significant weather event” means an approaching or occurring weather hazard with the potential to pose a significant danger to users of the highways within a municipality;

“snow accumulation” means the natural accumulation of any of the following that, alone or together, covers more than half a lane width of a roadway:

- 1. Newly-fallen snow.
- 2. Wind-blown snow.
- 3. Slush;

“substantial probability” means a significant likelihood considerably in excess of 51 per cent;

“surface” means the top of a sidewalk, roadway or shoulder;

“utility” includes any air, gas, water, electricity, cable, fiber-optic, telecommunication or traffic control system or subsystem, fire hydrants, sanitary sewers, storm sewers, property bars and survey monuments;

“utility appurtenance” includes maintenance holes and hole covers, water shut-off covers and boxes, valves, fittings, vaults, braces, pipes, pedestals, and any other structures or items that form part of or are an accessory part of any utility;

“weather” means air temperature, wind and precipitation.

“weather hazard” means the weather hazards determined by Environment Canada as meeting the criteria for the issuance of an alert under its Public Weather Alerting Program. O. Reg. 239/02, s. 1 (1); O. Reg. 23/10, s. 1 (1); O. Reg. 47/13, s. 1; O. Reg. 366/18, s. 1 (1, 2).

(2) For the purposes of this Regulation, every highway or part of a highway under the jurisdiction of a municipality in Ontario is classified in the Table to this section as a Class 1, Class 2, Class 3, Class 4, Class 5 or Class 6 highway, based on the speed limit applicable to it and the average daily traffic on it. O. Reg. 239/02, s. 1 (2); O. Reg. 366/18, s. 1 (3).

(3) For the purposes of subsection (2) and the Table to this section, the average daily traffic on a highway or part of a highway under municipal jurisdiction shall be determined,

- (a) by counting and averaging the daily two-way traffic on the highway or part of the highway; or
- (b) by estimating the average daily two-way traffic on the highway or part of the highway. O. Reg. 239/02, s. 1 (3); O. Reg. 23/10, s. 1 (2); O. Reg. 366/18, s. 1 (3).

(4) For the purposes of this Regulation, unless otherwise indicated in a provision of this Regulation, a municipality is deemed to be aware of a fact if, in the absence of actual knowledge of the fact, circumstances are such that the municipality ought reasonably to be aware of the fact. O. Reg. 366/18, s. 1 (4).

TABLE
CLASSIFICATION OF HIGHWAYS

Column 1 Average Daily Traffic (number of motor vehicles)	Column 2 91 - 100 km/h speed limit	Column 3 81 - 90 km/h speed limit	Column 4 71 - 80 km/h speed limit	Column 5 61 - 70 km/h speed limit	Column 6 51 - 60 km/h speed limit	Column 7 41 - 50 km/h speed limit	Column 8 1 - 40 km/h speed limit
53,000 or more	1	1	1	1	1	1	1
23,000 - 52,999	1	1	1	2	2	2	2
15,000 - 22,999	1	1	2	2	2	3	3
12,000 - 14,999	1	1	2	2	2	3	3
10,000 - 11,999	1	1	2	2	3	3	3
8,000 - 9,999	1	1	2	3	3	3	3
6,000 - 7,999	1	2	2	3	3	4	4
5,000 - 5,999	1	2	2	3	3	4	4
4,000 - 4,999	1	2	3	3	3	4	4
3,000 - 3,999	1	2	3	3	3	4	4
2,000 - 2,999	1	2	3	3	4	5	5
1,000 - 1,999	1	3	3	3	4	5	5
500 - 999	1	3	4	4	4	5	5
200 - 499	1	3	4	4	5	5	6
50 - 199	1	3	4	5	5	6	6
0 - 49	1	3	6	6	6	6	6

O. Reg. 366/18, s. 1 (5).

Application

2. (1) This Regulation sets out the minimum standards of repair for highways under municipal jurisdiction for the purpose of clause 44 (3) (c) of the Act. O. Reg. 288/03, s. 1.

(2) REVOKED: O. Reg. 23/10, s. 2.

(3) This Regulation does not apply to Class 6 highways. O. Reg. 239/02, s. 2 (3).

Purpose

2.1 The purpose of this Regulation is to clarify the scope of the statutory defence available to a municipality under clause 44 (3) (c) of the Act by establishing maintenance standards which are non-prescriptive as to the methods or materials to be used in complying with the standards but instead describe a desired outcome. O. Reg. 366/18, s. 2.

MAINTENANCE STANDARDS

Patrolling

3. (1) The standard for the frequency of patrolling of highways to check for conditions described in this Regulation is set out in the Table to this section. O. Reg. 23/10, s. 3 (1); O. Reg. 366/18, s. 3 (2).

(2) If it is determined by the municipality that the weather monitoring referred to in section 3.1 indicates that there is a substantial probability of snow accumulation on roadways, ice formation on roadways or icy roadways, the standard for patrolling highways is, in addition to that set out in subsection (1), to patrol highways that the municipality selects as representative of its highways, at intervals deemed necessary by the municipality, to check for such conditions. O. Reg. 47/13, s. 2; O. Reg. 366/18, s. 3 (2).

(3) Patrolling a highway consists of observing the highway, either by driving on or by electronically monitoring the highway, and may be performed by persons responsible for patrolling highways or by persons responsible for or performing highway maintenance activities. O. Reg. 23/10, s. 3 (1).

(4) This section does not apply in respect of the conditions described in section 10, subsections 11 (0.1) and 12 (1) and section 16.1, 16.2, 16.3 or 16.4. O. Reg. 23/10, s. 3 (1); O. Reg. 366/18, s. 3 (3).

TABLE
PATROLLING FREQUENCY

Class of Highway	Patrolling Frequency
1	3 times every 7 days
2	2 times every 7 days
3	once every 7 days
4	once every 14 days
5	once every 30 days

O. Reg. 239/02, s. 3, Table; O. Reg. 23/10, s. 3 (2).

Weather monitoring

3.1 (1) From October 1 to April 30, the standard is to monitor the weather, both current and forecast to occur in the next 24 hours, once every shift or three times per calendar day, whichever is more frequent, at intervals determined by the municipality. O. Reg. 47/13, s. 3; O. Reg. 366/18, s. 4.

(2) From May 1 to September 30, the standard is to monitor the weather, both current and forecast to occur in the next 24 hours, once per calendar day. O. Reg. 47/13, s. 3; O. Reg. 366/18, s. 4.

Snow accumulation, roadways

4. (1) Subject to section 4.1, the standard for addressing snow accumulation on roadways is,

- (a) after becoming aware of the fact that the snow accumulation on a roadway is greater than the depth set out in the Table to this section, to deploy resources as soon as practicable to address the snow accumulation; and
- (b) after the snow accumulation has ended, to address the snow accumulation so as to reduce the snow to a depth less than or equal to the depth set out in the Table within the time set out in the Table,
 - (i) to provide a minimum lane width of the lesser of three metres for each lane or the actual lane width, or
 - (ii) on a Class 4 or Class 5 highway with two lanes, to provide a total width of at least five metres. O. Reg. 47/13, s. 4; O. Reg. 366/18, s. 5 (1).

(2) If the depth of snow accumulation on a roadway is less than or equal to the depth set out in the Table to this section, the roadway is deemed to be in a state of repair with respect to snow accumulation. O. Reg. 47/13, s. 4.

(3) For the purposes of this section, the depth of snow accumulation on a roadway and, if applicable, lane width under clause (1) (b), may be determined in accordance with subsection (4) by a municipal employee, agent or contractor, whose duties or responsibilities include one or more of the following:

- 1. Patrolling highways.
 - 2. Performing highway maintenance activities.
 - 3. Supervising staff who perform activities described in paragraph 1 or 2. O. Reg. 47/13, s. 4; O. Reg. 366/18, s. 5 (2).
- (4) The depth of snow accumulation on a roadway and lane width may be determined by,
- (a) performing an actual measurement;
 - (b) monitoring the weather; or
 - (c) performing a visual estimate. O. Reg. 47/13, s. 4; O. Reg. 366/18, s. 5 (3).
- (5) For the purposes of this section, addressing snow accumulation on a roadway includes,
- (a) plowing the roadway;

- (b) salting the roadway;
- (c) applying abrasive materials to the roadway;
- (d) applying other chemical or organic agents to the roadway;
- (e) any combination of the methods described in clauses (a) to (d). O. Reg. 366/18, s. 5 (4).
- (6) This section does not apply to that portion of the roadway,
 - (a) designated for parking;
 - (b) consisting of a bicycle lane or other bicycle facility; or
 - (d) used by a municipality for snow storage. O. Reg. 366/18, s. 5 (4).

TABLE
SNOW ACCUMULATION - ROADWAYS

Class of Highway	Depth	Time
1	2.5 cm	4 hours
2	5 cm	6 hours
3	8 cm	12 hours
4	8 cm	16 hours
5	10 cm	24 hours

O. Reg. 47/13, s. 4; O. Reg. 366/18, s. 5 (5).

Snow accumulation on roadways, significant weather event

4.1 (1) If a municipality declares a significant weather event relating to snow accumulation, the standard for addressing snow accumulation on roadways until the declaration of the end of the significant weather event is,

- (a) to monitor the weather in accordance with section 3.1; and
- (b) if deemed practicable by the municipality, to deploy resources to address snow accumulation on roadways, starting from the time that the municipality deems appropriate to do so. O. Reg. 366/18, s. 7.

(2) If the municipality complies with subsection (1), all roadways within the municipality are deemed to be in a state of repair with respect to snow accumulation until the applicable time in the Table to section 4 expires following the declaration of the end of the significant weather event by the municipality. O. Reg. 366/18, s. 7.

(3) Following the end of the weather hazard in respect of which a significant weather event was declared by a municipality under subsection (1), the municipality shall,

- (a) declare the end of the significant weather event when the municipality determines it is appropriate to do so; and
- (b) address snow accumulation on roadways in accordance with section 4. O. Reg. 366/18, s. 7.

Snow accumulation, bicycle lanes

4.2 (1) Subject to section 4.3, the standard for addressing snow accumulation on bicycle lanes is,

- (a) after becoming aware of the fact that the snow accumulation on a bicycle lane is greater than the depth set out in the Table to this section, to deploy resources as soon as practicable to address the snow accumulation; and
- (b) after the snow accumulation has ended, to address the snow accumulation so as to reduce the snow to a depth less than or equal to the depth set out in the Table to this section to provide a minimum bicycle lane width of the lesser of 1 metre or the actual bicycle lane width. O. Reg. 366/18, s. 7.

(2) If the depth of snow accumulation on a bicycle lane is less than or equal to the depth set out in the Table to this section, the bicycle lane is deemed to be in a state of repair in respect of snow accumulation. O. Reg. 366/18, s. 7.

(3) For the purposes of this section, the depth of snow accumulation on a bicycle lane and, if applicable, lane width under clause (1) (b), may be determined in the same manner as set out in subsection 4 (4) and by the persons mentioned in subsection 4 (3), with necessary modifications. O. Reg. 366/18, s. 7.

(4) For the purposes of this section, addressing snow accumulation on a bicycle lane includes,

- (a) plowing the bicycle lane;
- (b) salting the bicycle lane;
- (c) applying abrasive materials to the bicycle lane;
- (d) applying other chemical or organic agents to the bicycle lane;
- (e) sweeping the bicycle lane; or

(f) any combination of the methods described in clauses (a) to (e). O. Reg. 366/18, s. 7.

TABLE
SNOW ACCUMULATION – BICYCLE LANES

Column 1 Class of Highway or Adjacent Highway	Column 2 Depth	Column 3 Time
1	2.5 cm	8 hours
2	5 cm	12 hours
3	8 cm	24 hours
4	8 cm	24 hours
5	10 cm	24 hours

O. Reg. 366/18, s. 7.

Snow accumulation on bicycle lanes, significant weather event

4.3 (1) If a municipality declares a significant weather event relating to snow accumulation, the standard for addressing snow accumulation on bicycle lanes until the declaration of the end of the significant weather event is,

- (a) to monitor the weather in accordance with section 3.1; and
- (b) if deemed practicable by the municipality, to deploy resources to address snow accumulation on bicycle lanes, starting from the time that the municipality deems appropriate to do so. O. Reg. 366/18, s. 7.

(2) If the municipality complies with subsection (1), all bicycle lanes within the municipality are deemed to be in a state of repair with respect to snow accumulation until the applicable time in the Table to section 4.2 expires following the declaration of the end of the significant weather event by the municipality. O. Reg. 366/18, s. 7.

(3) Following the end of the weather hazard in respect of which a significant weather event was declared by a municipality under subsection (1), the municipality shall,

- (a) declare the end of the significant weather event when the municipality determines it is appropriate to do so; and
- (b) address snow accumulation on bicycle lanes in accordance with section 4.2. O. Reg. 366/18, s. 7.

Ice formation on roadways and icy roadways

5. (1) The standard for the prevention of ice formation on roadways is doing the following in the 24-hour period preceding an alleged formation of ice on a roadway:

- 1. Monitor the weather in accordance with section 3.1.
- 2. Patrol in accordance with section 3.
- 3. If the municipality determines, as a result of its activities under paragraph 1 or 2, that there is a substantial probability of ice forming on a roadway, treat the roadway, if practicable, to prevent ice formation within the time set out in Table 1 to this section, starting from the time that the municipality determines is the appropriate time to deploy resources for that purpose. O. Reg. 366/18, s. 8.

(2) If the municipality meets the standard set out in subsection (1) and, despite such compliance, ice forms on a roadway, the roadway is deemed to be in a state of repair until the applicable time set out in Table 2 to this section expires after the municipality becomes aware of the fact that the roadway is icy. O. Reg. 366/18, s. 8.

(3) Subject to section 5.1, the standard for treating icy roadways is to treat the icy roadway within the time set out in Table 2 to this section, and an icy roadway is deemed to be in a state of repair until the applicable time set out in Table 2 to this section expires after the municipality becomes aware of the fact that a roadway is icy. O. Reg. 366/18, s. 8.

(4) For the purposes of this section, treating a roadway means applying material to the roadway, including but not limited to, salt, sand or any combination of salt and sand. O. Reg. 366/18, s. 8.

(5) For greater certainty, this section applies in respect of ice formation on bicycle lanes on a roadway, but does not apply to other types of bicycle facilities. O. Reg. 366/18, s. 8.

TABLE 1
ICE FORMATION PREVENTION

Class of Highway	Time
1	6 hours
2	8 hours
3	16 hours
4	24 hours
5	24 hours

O. Reg. 366/18, s. 8.

TABLE 2
TREATMENT OF ICY ROADWAYS

Class of Highway	Time
1	3 hours
2	4 hours
3	8 hours
4	12 hours
5	16 hours

O. Reg. 366/18, s. 8.

Icy roadways, significant weather event

5.1 (1) If a municipality declares a significant weather event relating to ice, the standard for treating icy roadways until the declaration of the end of the significant weather event is,

- (a) to monitor the weather in accordance with section 3.1; and
- (b) if deemed practicable by the municipality, to deploy resources to treat icy roadways, starting from the time that the municipality deems appropriate to do so. O. Reg. 366/18, s. 8.

(2) If the municipality complies with subsection (1), all roadways within the municipality are deemed to be in a state of repair with respect to any ice which forms or may be present until the applicable time in Table 2 to section 5 expires after the declaration of the end of the significant weather event by the municipality. O. Reg. 366/18, s. 8.

(3) Following the end of the weather hazard in respect of which a significant weather event was declared by a municipality under subsection (1), the municipality shall,

- (a) declare the end of the significant weather event when the municipality determines it is appropriate to do so; and
- (b) treat icy roadways in accordance with section 5. O. Reg. 366/18, s. 8.

Potholes

6. (1) If a pothole exceeds both the surface area and depth set out in Table 1, 2 or 3 to this section, as the case may be, the standard is to repair the pothole within the time set out in Table 1, 2 or 3, as appropriate, after becoming aware of the fact. O. Reg. 239/02, s. 6 (1); O. Reg. 366/18, s. 8 (1).

(1.1) For the purposes of this section, the surface area and depth of a pothole may be determined in accordance with subsections (1.2) and (1.3), as applicable, by a municipal employee, agent or contractor whose duties or responsibilities include one or more of the following:

- 1. Patrolling highways.
- 2. Performing highway maintenance activities.
- 3. Supervising staff who perform activities described in paragraph 1 or 2. O. Reg. 366/18, s. 8 (2).

(1.2) The depth and surface area of a pothole may be determined by,

- (a) performing an actual measurement; or
- (b) performing a visual estimate. O. Reg. 366/18, s. 8 (2).

(1.3) For the purposes of this section, the surface area of a pothole does not include any area that is merely depressed and not yet broken fully through the surface of the roadway. O. Reg. 366/18, s. 8 (2).

(2) A pothole is deemed to be in a state of repair if its surface area or depth is less than or equal to that set out in Table 1, 2 or 3, as appropriate. O. Reg. 239/02, s. 6 (2); O. Reg. 47/13, s. 6.

TABLE 1
POTHoles ON PAVED SURFACE OF ROADWAY

Class of Highway	Surface Area	Depth	Time
1	600 cm ²	8 cm	4 days
2	800 cm ²	8 cm	4 days
3	1000 cm ²	8 cm	7 days
4	1000 cm ²	8 cm	14 days
5	1000 cm ²	8 cm	30 days

O. Reg. 239/02, s. 6, Table 1.

TABLE 2
POTHOLES ON NON-PAVED SURFACE OF ROADWAY

Class of Highway	Surface Area	Depth	Time
3	1500 cm ²	8 cm	7 days
4	1500 cm ²	10 cm	14 days
5	1500 cm ²	12 cm	30 days

O. Reg. 239/02, s. 6, Table 2.

TABLE 3
POTHOLES ON PAVED OR NON-PAVED SURFACE OF SHOULDER

Class of Highway	Surface Area	Depth	Time
1	1500 cm ²	8 cm	7 days
2	1500 cm ²	8 cm	7 days
3	1500 cm ²	8 cm	14 days
4	1500 cm ²	10 cm	30 days
5	1500 cm ²	12 cm	60 days

O. Reg. 239/02, s. 6, Table 3.

Shoulder drop-offs

7. (1) If a shoulder drop-off is deeper than 8 cm, for a continuous distance of 20 metres or more, the standard is to repair the shoulder drop-off within the time set out in the Table to this section after becoming aware of the fact. O. Reg. 366/18, s. 9 (1).

(2) A shoulder drop-off is deemed to be in a state of repair if its depth is less than 8 cm. O. Reg. 366/18, s. 9 (1).

(3) In this section,

“shoulder drop-off” means the vertical differential, where the paved surface of the roadway is higher than the surface of the shoulder, between the paved surface of the roadway and the paved or non-paved surface of the shoulder. O. Reg. 239/02, s. 7 (3).

TABLE
SHOULDER DROP-OFFS

Class of Highway	Time
1	4 days
2	4 days
3	7 days
4	14 days
5	30 days

O. Reg. 366/18, s. 9 (2).

Cracks

8. (1) If a crack on the paved surface of a roadway is greater than 5 cm wide and 5 cm deep for a continuous distance of three metres or more, the standard is to repair the crack within the time set out in the Table to this section after becoming aware of the fact. O. Reg. 366/18, s. 10 (1).

(2) A crack is deemed to be in a state of repair if its width or depth is less than or equal to 5 cm. O. Reg. 366/18, s. 10 (1).

TABLE
CRACKS

Column 1 Class of Highway	Column 2 Time
1	30 days
2	30 days
3	60 days
4	180 days
5	180 days

O. Reg. 366/18, s. 10 (2).

Debris

9. (1) If there is debris on a roadway, the standard is to deploy resources, as soon as practicable after becoming aware of the fact, to remove the debris. O. Reg. 239/02, s. 9 (1); O. Reg. 366/18, s. 11.

(2) In this section,

“debris” means any material (except snow, slush or ice) or object on a roadway,

- (a) that is not an integral part of the roadway or has not been intentionally placed on the roadway by a municipality, and
- (b) that is reasonably likely to cause damage to a motor vehicle or to injure a person in a motor vehicle. O. Reg. 239/02, s. 9 (2); O. Reg. 47/13, s. 9.

Luminaires

10. (0.1) REVOKED: O. Reg. 366/18, s. 12.

(1) The standard for the frequency of inspecting all luminaires to check to see that they are functioning is once per calendar year, with each inspection taking place not more than 16 months from the previous inspection. O. Reg. 366/18, s. 12.

(2) For conventional illumination, if three or more consecutive luminaires on the same side of a highway are not functioning, the standard is to repair the luminaires within the time set out in the Table to this section after becoming aware of the fact. O. Reg. 366/18, s. 12.

(3) For conventional illumination and high mast illumination, if 30 per cent or more of the luminaires on any kilometre of highway are not functioning, the standard is to repair the luminaires within the time set out in the Table to this section after becoming aware of the fact. O. Reg. 366/18, s. 12.

(4) Despite subsection (2), for high mast illumination, if all of the luminaires on consecutive poles on the same side of a highway are not functioning, the standard is to deploy resources as soon as practicable after becoming aware of the fact to repair the luminaires. O. Reg. 366/18, s. 12.

(5) Despite subsections (1), (2) and (3), for conventional illumination and high mast illumination, if more than 50 per cent of the luminaires on any kilometre of a Class 1 highway with a speed limit of 90 kilometres per hour or more are not functioning, the standard is to deploy resources as soon as practicable after becoming aware of the fact to repair the luminaires. O. Reg. 366/18, s. 12.

(6) Luminaires are deemed to be in a state of repair,

- (a) for the purpose of subsection (2), if the number of non-functioning consecutive luminaires on the same side of a highway does not exceed two;
- (b) for the purpose of subsection (3), if more than 70 per cent of luminaires on any kilometre of highway are functioning;
- (c) for the purpose of subsection (4), if one or more of the luminaires on consecutive poles on the same side of a highway are functioning;
- (d) for the purpose of subsection (5), if more than 50 per cent of luminaires on any kilometre of highway are functioning. O. Reg. 366/18, s. 12.

(7) In this section,

“conventional illumination” means lighting, other than high mast illumination, where there are one or more luminaires per pole;

“high mast illumination” means lighting where there are three or more luminaires per pole and the height of the pole exceeds 20 metres;

“luminaire” means a complete lighting unit consisting of,

- (a) a lamp, and
- (b) parts designed to distribute the light, to position or protect the lamp and to connect the lamp to the power supply. O. Reg. 239/02, s. 10 (7).

TABLE
LUMINAIRES

Class of Highway	Time
1	7 days
2	7 days
3	14 days
4	14 days
5	14 days

O. Reg. 239/02, s. 10, Table.

Signs

11. (0.1) The standard for the frequency of inspecting signs of a type listed in subsection (2) to check to see that they meet the retro-reflectivity requirements of the Ontario Traffic Manual is once per calendar year, with each inspection taking place not more than 16 months from the previous inspection. O. Reg. 23/10, s. 7 (1); O. Reg. 47/13, s. 11 (1); O. Reg. 366/18, s. 13.

(0.2) A sign that has been inspected in accordance with subsection (0.1) is deemed to be in a state of repair with respect to the retro-reflectivity requirements of the Ontario Traffic Manual until the next inspection in accordance with that subsection, provided that the municipality does not acquire actual knowledge that the sign has ceased to meet these requirements. O. Reg. 47/13, s. 11 (2).

(1) If any sign of a type listed in subsection (2) is illegible, improperly oriented, obscured or missing, the standard is to deploy resources as soon as practicable after becoming aware of the fact to repair or replace the sign. O. Reg. 239/02, s. 11 (1); O. Reg. 23/10, s. 7 (2); O. Reg. 366/18, s. 13.

(2) This section applies to the following types of signs:

1. Checkerboard.
2. Curve sign with advisory speed tab.
3. Do not enter.
- 3.1 Load Restricted Bridge.
- 3.2 Low Bridge.
- 3.3 Low Bridge Ahead.
4. One Way.
5. School Zone Speed Limit.
6. Stop.
7. Stop Ahead.
8. Stop Ahead, New.
9. Traffic Signal Ahead, New.
10. Two-Way Traffic Ahead.
11. Wrong Way.
12. Yield.
13. Yield Ahead.
14. Yield Ahead, New. O. Reg. 239/02, s. 11 (2); O. Reg. 23/10, s. 7 (3).

Regulatory or warning signs

12. (1) The standard for the frequency of inspecting regulatory signs or warning signs to check to see that they meet the retro-reflectivity requirements of the Ontario Traffic Manual is once per calendar year, with each inspection taking place not more than 16 months from the previous inspection. O. Reg. 23/10, s. 8; O. Reg. 47/13, s. 12 (1); O. Reg. 366/18, s. 13.

(1.1) A regulatory sign or warning sign that has been inspected in accordance with subsection (1) is deemed to be in a state of repair with respect to the retro-reflectivity requirements of the Ontario Traffic Manual until the next inspection in accordance with that subsection, provided that the municipality does not acquire actual knowledge that the sign has ceased to meet these requirements. O. Reg. 47/13, s. 12 (2).

(2) If a regulatory sign or warning sign is illegible, improperly oriented, obscured or missing, the standard is to repair or replace the sign within the time set out in the Table to this section after becoming aware of the fact. O. Reg. 23/10, s. 8; O. Reg. 366/18, s. 13.

(3) In this section,

“regulatory sign” and “warning sign” have the same meanings as in the Ontario Traffic Manual, except that they do not include a sign listed in subsection 11 (2) of this Regulation. O. Reg. 23/10, s. 8.

TABLE
REGULATORY AND WARNING SIGNS

Class of Highway	Time
1	7 days
2	14 days

3	21 days
4	30 days
5	30 days

O. Reg. 239/02, s. 12, Table.

Traffic control signal systems

13. (1) If a traffic control signal system is defective in any way described in subsection (2), the standard is to deploy resources as soon as practicable after becoming aware of the defect to repair the defect or replace the defective component of the traffic control signal system. O. Reg. 239/02, s. 13 (1); O. Reg. 366/18, s. 13.

(2) This section applies if a traffic control signal system is defective in any of the following ways:

1. One or more displays show conflicting signal indications.
2. The angle of a traffic control signal or pedestrian control indication has been changed in such a way that the traffic or pedestrian facing it does not have clear visibility of the information conveyed or that it conveys confusing information to traffic or pedestrians facing other directions.
3. A phase required to allow a pedestrian or vehicle to safely travel through an intersection fails to occur.
4. There are phase or cycle timing errors interfering with the ability of a pedestrian or vehicle to safely travel through an intersection.
5. There is a power failure in the traffic control signal system.
6. The traffic control signal system cabinet has been displaced from its proper position.
7. There is a failure of any of the traffic control signal support structures.
8. A signal lamp or a pedestrian control indication is not functioning.
9. Signals are flashing when flashing mode is not a part of the normal signal operation. O. Reg. 239/02, s. 13 (2).

(3) Despite subsection (1) and paragraph 8 of subsection (2), if the posted speed of all approaches to the intersection or location of the non-functioning signal lamp or pedestrian control indication is less than 80 kilometres per hour and the signal that is not functioning is a green or a pedestrian “walk” signal, the standard is to repair or replace the defective component by the end of the next business day. O. Reg. 239/02, s. 13 (3); O. Reg. 366/18, s. 13.

(4) In this section and section 14,

“cycle” means a complete sequence of traffic control indications at a location;

“display” means the illuminated and non-illuminated signals facing the traffic;

“indication” has the same meaning as in the *Highway Traffic Act*;

“phase” means a part of a cycle from the time where one or more traffic directions receive a green indication to the time where one or more different traffic directions receive a green indication;

“power failure” means a reduction in power or a loss in power preventing the traffic control signal system from operating as intended;

“traffic control signal” has the same meaning as in the *Highway Traffic Act*;

“traffic control signal system” has the same meaning as in the *Highway Traffic Act*. O. Reg. 239/02, s. 13 (4).

Traffic control signal system sub-systems

14. (1) The standard is to inspect, test and maintain the following traffic control signal system sub-systems once per calendar year, with each inspection taking place not more than 16 months from the previous inspection:

1. The display sub-system, consisting of traffic signal and pedestrian crossing heads, physical support structures and support cables.
2. The traffic control sub-system, including the traffic control signal cabinet and internal devices such as timer, detection devices and associated hardware, but excluding conflict monitors.
3. The external detection sub-system, consisting of detection sensors for all vehicles, including emergency and railway vehicles and pedestrian push- buttons. O. Reg. 239/02, s. 14 (1); O. Reg. 47/13, s. 13 (1); O. Reg. 366/18, s. 13.

(1.1) A traffic control signal system sub-system that has been inspected, tested and maintained in accordance with subsection (1) is deemed to be in a state of repair until the next inspection in accordance with that subsection, provided that the municipality does not acquire actual knowledge that the traffic control signal system sub-system has ceased to be in a state of repair. O. Reg. 47/13, s. 13 (2).

(2) The standard is to inspect, test and maintain conflict monitors every five to seven months and at least twice per calendar year. O. Reg. 239/02, s. 14 (2); O. Reg. 47/13, s. 13 (3); O. Reg. 366/18, s. 13.

(2.1) A conflict monitor that has been inspected, tested and maintained in accordance with subsection (2) is deemed to be in a state of repair until the next inspection in accordance with that subsection, provided that the municipality does not acquire actual knowledge that the conflict monitor has ceased to be in a state of repair. O. Reg. 47/13, s. 13 (4).

(3) In this section,

“conflict monitor” means a device that continually checks for conflicting signal indications and responds to a conflict by emitting a signal. O. Reg. 239/02, s. 14 (3).

Bridge deck spalls

15. (1) If a bridge deck spall exceeds both the surface area and depth set out in the Table to this section, the standard is to repair the bridge deck spall within the time set out in the Table after becoming aware of the fact. O. Reg. 239/02, s. 15 (1); O. Reg. 366/18, s. 13.

(2) A bridge deck spall is deemed to be in a state of repair if its surface area or depth is less than or equal to that set out in the Table. O. Reg. 239/02, s. 15 (2); O. Reg. 47/13, s. 14.

(3) In this section,

“bridge deck spall” means a cavity left by one or more fragments detaching from the paved surface of the roadway or shoulder of a bridge. O. Reg. 239/02, s. 15 (3).

TABLE
BRIDGE DECK SPALLS

Class of Highway	Surface Area	Depth	Time
1	600 cm ²	8 cm	4 days
2	800 cm ²	8 cm	4 days
3	1,000 cm ²	8 cm	7 days
4	1,000 cm ²	8 cm	7 days
5	1,000 cm ²	8 cm	7 days

O. Reg. 239/02, s. 15, Table.

Roadway surface discontinuities

16. (1) If a surface discontinuity on a roadway, other than a surface discontinuity on a bridge deck, exceeds the height set out in the Table to this section, the standard is to repair the surface discontinuity within the time set out in the Table after becoming aware of the fact. O. Reg. 23/10, s. 9; O. Reg. 366/18, s. 13.

(1.1) A surface discontinuity on a roadway, other than a surface discontinuity on a bridge deck, is deemed to be in a state of repair if its height is less than or equal to the height set out in the Table to this section. O. Reg. 47/13, s. 15.

(2) If a surface discontinuity on a bridge deck exceeds five centimetres, the standard is to deploy resources as soon as practicable after becoming aware of the fact to repair the surface discontinuity on the bridge deck. O. Reg. 23/10, s. 9; O. Reg. 366/18, s. 13.

(2.1) A surface discontinuity on a bridge deck is deemed to be in a state of repair if its height is less than or equal to five centimetres. O. Reg. 47/13, s. 15.

(3) In this section,

“surface discontinuity” means a vertical discontinuity creating a step formation at joints or cracks in the paved surface of the roadway, including bridge deck joints, expansion joints and approach slabs to a bridge. O. Reg. 23/10, s. 9.

TABLE
SURFACE DISCONTINUITIES

Class of Highway	Height	Time
1	5 cm	2 days
2	5 cm	2 days
3	5 cm	7 days
4	5 cm	21 days
5	5 cm	21 days

O. Reg. 239/02, s. 16, Table.

Sidewalk surface discontinuities

16.1 (1) The standard for the frequency of inspecting sidewalks to check for surface discontinuity is once per calendar year, with each inspection taking place not more than 16 months from the previous inspection. O. Reg. 23/10, s. 10; O. Reg. 47/13, s. 16 (1); O. Reg. 366/18, s. 13.

(1.1) A sidewalk that has been inspected in accordance with subsection (1) is deemed to be in a state of repair with respect to any surface discontinuity until the next inspection in accordance with that subsection, provided that the municipality does not acquire actual knowledge of the presence of a surface discontinuity in excess of two centimetres. O. Reg. 47/13, s. 16 (2).

(2) If a surface discontinuity on or within a sidewalk exceeds two centimetres, the standard is to treat the surface discontinuity within 14 days after acquiring actual knowledge of the fact. O. Reg. 366/18, s. 14.

(2.1) REVOKED: O. Reg. 366/18, s. 14.

(3) A surface discontinuity on or within a sidewalk is deemed to be in a state of repair if it is less than or equal to two centimetres. O. Reg. 366/18, s. 14.

(4) For the purpose of subsection (2), treating a surface discontinuity on or within a sidewalk means taking reasonable measures to protect users of the sidewalk from the discontinuity, including making permanent or temporary repairs, alerting users' attention to the discontinuity or preventing access to the area of discontinuity. O. Reg. 366/18, s. 14.

(5) In this section,

“surface discontinuity” means a vertical discontinuity creating a step formation at any joint or crack in the surface of the sidewalk or any vertical height difference between a utility appurtenance found on or within the sidewalk and the surface of the sidewalk. O. Reg. 366/18, s. 14.

Encroachments, area adjacent to sidewalk

16.2 (1) The standard for the frequency of inspecting an area adjacent to a sidewalk to check for encroachments is once per calendar year, with each inspection taking place not more than 16 months from the previous inspection. O. Reg. 366/18, s. 15.

(2) The area adjacent to a sidewalk that has been inspected in accordance with subsection (1) is deemed to be in a state of repair in respect of any encroachment present. O. Reg. 366/18, s. 15.

(3) For greater certainty, the area adjacent to a sidewalk begins at the outer edges of a sidewalk and ends at the lesser of the limit of the highway, the back edge of a curb if there is a curb and a maximum of 45 cm. O. Reg. 366/18, s. 15.

(4) The area adjacent to a sidewalk is deemed to be in a state of repair in respect of any encroachment present unless the encroachment is determined by a municipality to be highly unusual given its character and location or to constitute a significant hazard to pedestrians. O. Reg. 366/18, s. 15.

(5) If a municipality determines that an encroachment is highly unusual given its character and location or constitutes a significant hazard to pedestrians, the standard is to treat the encroachment within 28 days after making such a determination, and the encroachment is deemed in a state of repair for 28 days from the time of the determination by the municipality. O. Reg. 366/18, s. 15.

(6) For the purpose of subsection (4), treating an encroachment means taking reasonable measures to protect users, including making permanent or temporary repairs, alerting users' attention to the encroachment or preventing access to the area of the encroachment. O. Reg. 366/18, s. 15.

Snow accumulation on sidewalks

16.3 (1) Subject to section 16.4, the standard for addressing snow accumulation on a sidewalk after the snow accumulation has ended is,

- a) to reduce the snow to a depth less than or equal to 8 centimetres within 48 hours; and
- b) to provide a minimum sidewalk width of 1 metre. O. Reg. 366/18, s. 15.

(2) If the depth of snow accumulation on a sidewalk is less than or equal to 8 centimetres, the sidewalk is deemed to be in a state of repair in respect of snow accumulation. O. Reg. 366/18, s. 15.

(3) If the depth of snow accumulation on a sidewalk exceeds 8 centimetres while the snow continues to accumulate, the sidewalk is deemed to be in a state of repair with respect to snow accumulation, until 48 hours after the snow accumulation ends. O. Reg. 366/18, s. 15.

(4) For the purposes of this section, the depth of snow accumulation on a sidewalk may be determined in the same manner as set out in subsection 4 (4) and by the persons mentioned in subsection 4 (3) with necessary modifications. O. Reg. 366/18, s. 15.

(5) For the purposes of this section, addressing snow accumulation on a sidewalk includes,

- (a) plowing the sidewalk;
- (b) salting the sidewalk;
- (c) applying abrasive materials to the sidewalk;
- (d) applying other chemical or organic agents to the sidewalk; or
- (e) any combination of the methods described in clauses (a) to (d). O. Reg. 366/18, s. 15.

Snow accumulation on sidewalks, significant weather event

16.4 (1) If a municipality declares a significant weather event relating to snow accumulation, the standard for addressing snow accumulation on sidewalks until the declaration of the end of the significant weather event is,

- (a) to monitor the weather in accordance with section 3.1; and
- (b) if deemed practicable by the municipality, to deploy resources to address snow accumulation on sidewalks starting from the time that the municipality deems appropriate to do so. O. Reg. 366/18, s. 15.

(2) If the municipality complies with subsection (1), all sidewalks within the municipality are deemed to be in a state of repair with respect to any snow present until 48 hours following the declaration of the end of the significant weather event by the municipality. O. Reg. 366/18, s. 15.

(3) Following the end of the weather hazard in respect of which a significant weather event was declared by a municipality under subsection (1), the municipality shall,

- (a) declare the end of the significant weather event when the municipality determines it is appropriate to do so; and
- (b) address snow accumulation on sidewalks in accordance with section 16.3. O. Reg. 366/18, s. 15.

Ice formation on sidewalks and icy sidewalks

16.5 (1) Subject to section 16.6, the standard for the prevention of ice formation on sidewalks is to,

- (a) monitor the weather in accordance with section 3.1 in the 24-hour period preceding an alleged formation of ice on a sidewalk; and
- (b) treat the sidewalk if practicable to prevent ice formation or improve traction within 48 hours if the municipality determines that there is a substantial probability of ice forming on a sidewalk, starting from the time that the municipality determines is the appropriate time to deploy resources for that purpose. O. Reg. 366/18, s. 15.

(2) If ice forms on a sidewalk even though the municipality meets the standard set out in subsection (1), the sidewalk is deemed to be in a state of repair in respect of ice until 48 hours after the municipality first becomes aware of the fact that the sidewalk is icy. O. Reg. 366/18, s. 15.

(3) The standard for treating icy sidewalks after the municipality becomes aware of the fact that a sidewalk is icy is to treat the icy sidewalk within 48 hours, and an icy sidewalk is deemed to be in a state of repair for 48 hours after it has been treated. O. Reg. 366/18, s. 15.

(4) For the purposes of this section, treating a sidewalk means applying materials including salt, sand or any combination of salt and sand to the sidewalk. O. Reg. 366/18, s. 15.

Icy sidewalks, significant weather event

16.6 (1) If a municipality declares a significant weather event relating to ice, the standard for addressing ice formation or ice on sidewalks until the declaration of the end of the significant weather event is,

- (a) to monitor the weather in accordance with section 3.1; and
- (b) if deemed practicable by the municipality, to deploy resources to treat the sidewalks to prevent ice formation or improve traction, or treat the icy sidewalks, starting from the time that the municipality deems appropriate to do so. O. Reg. 366/18, s. 15.

(2) If the municipality complies with subsection (1), all sidewalks within the municipality are deemed to be in a state of repair with respect to any ice which forms or is present until 48 hours after the declaration of the end of the significant weather event by the municipality. O. Reg. 366/18, s. 15.

(3) Following the end of the weather hazard in respect of which a significant weather event was declared by a municipality under subsection (1), the municipality shall,

- (a) declare the end of the significant weather event when the municipality determines it is appropriate to do so; and
- (b) address the prevention of ice formation on sidewalks or treat icy sidewalks in accordance with section 16.5. O. Reg. 366/18, s. 15.

Winter sidewalk patrol

16.7 (1) If it is determined by the municipality that the weather monitoring referred to in section 3.1 indicates that there is a substantial probability of snow accumulation on sidewalks in excess of 8 cm, ice formation on sidewalks or icy sidewalks, the standard for patrolling sidewalks is to patrol sidewalks that the municipality selects as representative of its sidewalks at intervals deemed necessary by the municipality. O. Reg. 366/18, s. 15.

(2) Patrolling a sidewalk consists of visually observing the sidewalk, either by driving by the sidewalk on the adjacent roadway or by driving or walking on the sidewalk or by electronically monitoring the sidewalk, and may be performed by persons responsible for patrolling roadways or sidewalks or by persons responsible for performing roadway or sidewalk maintenance activities. O. Reg. 366/18, s. 15.

Closure of a highway

16.8 (1) When a municipality closes a highway or part of a highway pursuant to its powers under the Act, the highway is deemed to be in a state of repair in respect of all conditions described in this Regulation from the time of the closure until the highway is re-opened by the municipality. O. Reg. 366/18, s. 15.

(2) For the purposes of subsection (1), a highway or part of a highway is closed on the earlier of,

- (a) when a municipality passes a by-law to close the highway or part of the highway; and
- (b) when a municipality has taken such steps as it determines necessary to temporarily close the highway or part of a highway. O. Reg. 366/18, s. 15.

Declaration of significant weather event

16.9. A municipality declaring the beginning of a significant weather event or declaring the end of a significant weather event under this Regulation shall do so in one or more of the following ways:

- 1. By posting a notice on the municipality's website.
- 2. By making an announcement on a social media platform, such as Facebook or Twitter.
- 3. By sending a press release or similar communication to internet, newspaper, radio or television media.
- 4. By notification through the municipality's police service.
- 5. By any other notification method required in a by-law of the municipality. O. Reg. 366/18, s. 15.

REVIEW OF REGULATION

Review

17. (1) The Minister of Transportation shall conduct a review of this Regulation and Ontario Regulation 612/06 (Minimum Maintenance Standards for Highways in the City of Toronto) made under the *City of Toronto Act, 2006* every five years. O. Reg. 613/06, s. 2.

(2) Despite subsection (1), the first review after the completion of the review started before the end of 2007 shall be started five years after the day Ontario Regulation 23/10 is filed. O. Reg. 23/10, s. 11.

18. OMITTED (PROVIDES FOR COMING INTO FORCE OF PROVISIONS OF THIS REGULATION). O. Reg. 239/02, s. 18.

Back to top

SG-J-20

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY
BY-LAW NUMBER 157-2020
FOR THE YEAR 2020**

BEING A BY-LAW TO AUTHORIZE THE SEASONAL CLOSURE OF SPECIFIED SIDEWALKS BEING PART OF A HIGHWAY UNDER O.REG 239/02, MINIMUM MAINTENANCE STANDARDS FOR MUNICIPAL HIGHWAYS, ON A SEASONAL BASIS.

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

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

AND WHEREAS the Municipal Act, 2001, c. 25 S. 34 authorizes a municipality to pass a by-law to permanently close a highway or part of a highway; O. Reg. 239/02 defines a "sidewalk" as the part of the highway specifically set aside or commonly understood to be for pedestrian use, typically consisting of a paved surface but does not include crosswalks, medians, boulevards, shoulders or any part of the sidewalk where cleared snow has been deposited;

AND WHEREAS O. Reg. 239/02 states that when a municipality closes a highway or part of a highway pursuant to its powers under the Act, the highway is deemed to be in a state of repair in respect of all conditions described in O. Reg. 239/02 from the time of the closure until the highway is re-opened by the municipality. pursuant to the Township's Roadway Service Policy By-Law 45-11, and that notice of seasonal sidewalk closure has been conducted via approved municipal communication methods;

AND WHEREAS Council deems it expedient to authorize the seasonal closure of specified sidewalks;

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

THAT the sidewalk on the north side of SDG 18 in the Hamlet of St. Raphael's, will be closed on November 1 of each year and re-open on April 1 of each year;

AND FURTHERMORE, THAT every person who uses a sidewalk so closed does so at their own risk and the Township of South Glengarry is not liable for any damage sustained by a person's use of a sidewalk so closed to traffic.

READ A FIRST, SECOND AND THIRD TIME, PASSED, SIGNED AND SEALED IN OPEN COUNCIL THIS 2ND DAY OF NOVEMBER 2020.

MAYOR: _____

CLERK: _____



STAFF REPORT

S.R. 158-2020

PREPARED BY: Ewen MacDonald, GM Infrastructure Services

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: November 2, 2020

SUBJECT: Winter Maintenance Agreement SDG

BACKGROUND:

1. The Township of South Glengarry & the United Counties of Stormont, Dundas & Glengarry entered into an agreement for Winter Maintenance in 2015.
2. The agreement was for the provision of winter maintenance on SDG 17 from Williamstown to SDG 27, including Patrolling, Plowing, and Application of Anti-icing material.
3. The current agreement expired in April 2020.
4. The Township has received a Renewal Agreement with the same conditions and an expiry date of 2025.

ANALYSIS:

5. The Township has been providing the winter maintenance on SDG 17 for the past 5 years without an impact on our Level of Service for Municipal Roads.
6. The Agreement includes a lump sum payment of \$10,803.44 per year. There is a formula to calculate and compensate for the representative amount of materials used on the 11.4 KM section of road.
7. There have been no concerns raised from the residents of the road nor have any complaints been received for winter road conditions on the section of SDG 17 maintained by the Township.

IMPACT ON 2020 BUDGET:

8. The Agreement does not negatively impact on the Township Budget as the maintenance is being completed on a fee for service basis.



ALIGNMENT WITH STRATEGIC PLAN:

Goal 3: Strengthen the effectiveness and efficiency of our organization

Goal 5: Improve internal and external communications

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 158-2020 be received and that the Council of the Township of South Glengarry adopt By-Law 71-2020, being a By-law to Enter into a Winter Maintenance Agreement for SDG 17 from Williamstown to SDG 19; and furthermore, that the GM of Infrastructure Services be authorized to sign the Agreement. Read a First, Second & Third Time, passed signed and sealed this 2nd Day of November 2020.

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

Recommended to Council for
Consideration by:
CAO – TIM MILLS

SG-J-20

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY
BY-LAW NUMBER 71-2020
FOR THE YEAR 2020**

BEING A BY-LAW TO ENTER INTO A WINTER MAINTENANCE AGREEMENT WITH THE UNITED COUNTIES OF STORMONT, DUNDAS & GLENGARRY

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

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

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

1. **THAT** the Corporation of the Township of South Glengarry accepts the terms and conditions for a Winter Maintenance Agreement as per Schedule "A" hereto appended.
2. **THAT** the GM Infrastructure Services be authorized to sign the agreement hereto appended.

READ A FIRST, SECOND AND THIRD TIME, PASSED, SIGNED AND SEALED IN OPEN COUNCIL THIS 2ND DAY OF NOVEMBER 2020.

MAYOR: _____

CLERK: _____

WINTER MAINTENANCE AGREEMENT

BETWEEN:

The Corporation of the United Counties of Stormont, Dundas, and Glengarry
hereinafter the "**County**"
OF THE FIRST PART

- AND -

The Corporation of the Township of South Glengarry
hereinafter the "**Township**"
OF THE SECOND PART

WHEREAS:

1. The County is the owner of SDG County Road 17, legally described as referenced in "Schedule A"; and,
2. The County desires that the Township annually perform winter maintenance on SDG County Road 17, in the locations physically described in "Schedule A".

NOW THEREFORE IN CONSIDERATION of the rents reserved and the covenants contained in this Agreement on the part of the County and the Township:

1. The Township agrees to perform the winter maintenance on SDG County Roads on the following terms and conditions:
 - a) The Township agrees to perform the following services on SDG County Roads from the third Monday of November to the third Monday of April, annually:
 - i. Routine Winter Road Patrol, Plowing, and Application of Anti-Icing material; and,
 - ii. Notify the County as soon as practicable of any major road or drainage defects that are observed during patrol that need correcting. ie. Signage deficiencies, washouts, potholes, etc.
 - b) The County agrees to perform the following services on SDG County Roads:
 - i. Drainage maintenance, including the clearing of ditches, catch basins and storm drains; and,
 - ii. Road surface maintenance, including the repairing of pot holes, cracks and depressions.
2. It is agreed that the standard of service to be provided in paragraph 1 herein shall be pursuant to the most current Ontario Regulation 239/02 Minimum Maintenance Standards for Municipal Highways.
3. It is agreed that the cost of the services performed by each party on the respective roads provided herein shall be as outlined in "Schedule B".
4. The Township indemnifies and saves harmless the County from all liability, all manner of actions, causes of action, suits, claims, demands and costs whatsoever arising from any actions of the Township, its employees or agents done in pursuance of this Agreement.
5. The County indemnifies and saves harmless the Township from all liability, all manner of actions, causes of action, suits, claims, demands and costs whatsoever arising from any actions of the County, its employees or agents done in pursuance of this Agreement.
6. Each Party at their own expense within 10 days of notification of acceptance and prior to the commencement of work, obtain and maintain until the termination of the contract or otherwise stated, provide evidence of:

- a. **Municipal General Liability Insurance** issued on an occurrence basis for an amount of not less than \$25,000,000 per occurrence / \$25,000,000 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; cross liability and severability of interest clause.

Such insurance shall add the Corporation of the United Counties of Stormont, Dundas, and Glengarry / Corporation of the Township of North Dundas as Additional Insured. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Counties / Municipality.

- b. **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 \$25,000,000 inclusive for each and every loss.
- c. **Environmental Impairment Liability** with a limit of not less than \$2,500,000 per claim / \$5,000,000 annual aggregate. Coverage shall include Gradual cover and shall not be limited to Sudden and Accidental and shall include Third Party Bodily Injury and Property Damage including on-site and off-site clean-up. If such coverage is written on a claims made basis, such policy shall contain a 24 month extended reporting period or shall be maintained for a period of two years subsequent to conclusion of services provided under this agreement.

Any and all deductibles applicable to the above noted insurance shall be the sole responsibility of the Named Insured and the Additional Insured shall bear no cost towards such deductible.

Each party are responsible to keep their property / assets insured – failure to do so shall not impose any liability on the other party.

Each party shall provide evidence of WSIB or its equivalent

Each party shall provide the other party with a certificate of insurance in compliance with the insurance requirements as stipulated in the agreement. The Policies shown above shall not be cancelled unless the Insurer notifies the certificate holder 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 all parties.


7. Term and Termination:

- a. This agreement shall be effective on the date that it is signed by both parties and shall continue until April 30, 2025
- b. Notwithstanding paragraph 7.a. this agreement may be terminated by either party during the period of May 1 to August 31 in any year in which this agreement is current, upon thirty (30) days written notice.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals, attested by the hands of their respective officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED
In The Presence Of

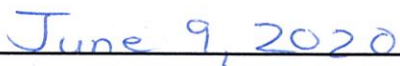
THE CORPORATION OF THE UNITED
COUNTIES OF STORMONT, DUNDAS,
AND GLENGARRY




Frank Prevost, Warden



Helen Thomson, Clerk



Date



Date

THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY

Ewen Macdonald, General Manager
Infrastructure Services

Date

WINTER MAINTENANCE AGREEMENT

“Schedule A”

Road Name	From	To	Length (Lane km)	Class	Legal Reference
SDG Road 17	SDG Road 19	SDG Road 27	11.4	4	Plan No. 17-1-R-87 SDG By-Law 4867

“Schedule B”

1. Total Length of Road to be maintained by Township: **11.4 km**
2. The Township shall provide two invoices annually to the County for payment.
 - a. One invoice for the period of November – December, shall be submitted by December 31.
 - b. One invoice for the period of January – April, shall be submitted by April 30.
3. Payment to the Township from the County, for services rendered shall be for the following lump sum amounts;
 - a. December 31 - **\$3,241.03**
 - b. April 30 - **\$7,562.41**
4. The amounts referenced in Paragraph 3 are exclusive of winter control materials (sand / salt / magnesium chloride). The Township shall provide a separate invoice for material used for the purpose of providing winter maintenance on the County Roads. Invoice for materials shall be provided annually on December 31, for materials used within the calendar year and shall be calculated as follows;

$$\left(\frac{A}{B}\right) \times C = P$$

Where;

A, is the total cost of winter control materials incurred by the Township within a calendar year.

B, is the total lane kilometers of roadway maintained by the Township (Incl. County Roads).

C, is the total lane kilometers of County Road maintained by the Township

P, is payment in dollars to the Township

5. The payment amounts noted in Paragraph 3 are for the first year of the agreement. Payment amount shall increase by the rate of inflation listed in the Consumer Price Index as published by StatsCan for the 12 month period from May-May.

6. The payment amounts referenced in Paragraph 3 have been derived based on an expected level of effort for an average winter season. Should the Township feel that any particular season has acute conditions requiring a level of effort beyond what would be reasonably expected; they may submit their records documenting such increased level of effort, to the County for consideration of supplemental compensation.



STAFF REPORT

S.R. 159-2020

PREPARED BY: Joanne Haley, GM Community Services

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: November 2, 2020

SUBJECT: 679637 Ontario Ltd. Site Plan Control Agreement

BACKGROUND:

1. The subject property is legally described Part of Lot L, Concession 1 Front, in the geographic Township of Charlottenburgh, being Part 2 on Registered Plan 14R6145, also known as Quick Draw Tarps, located at 5510 County Road 34.
2. The property owner is proposing to construct a new structure that will be independent from the existing structure and will be located on the south side of the existing building. The new structure is proposed to be 464.5 square meters (5,000 sq. ft.) in size which will result in a combined 1,667.4 square meters (17,948.33 sq. ft.) of structures.
3. Prior to a building permit being issued, as per our Site Plan Control By-Law 14-18, all development located in a Commercial zone is subject to Site Plan Control.

ANALYSIS:

4. The subject property is 12,901.8 square meters (Approximately 3.18 acres) in area and is serviced by a private septic system and a well. The property is designated Employment District and is zoned Highway Commercial (CH). This proposed use conforms to both the Official Plan and the Zoning By-law.



5. The proposed site plan was circulated to and reviewed by the Building Department, Fire Department and the United Counties of SDG Transportation Department. The site plan conforms to the Township's Site Plan Control By-Law however at the time of authoring this report comments were not received by the Fire Department or the United Counties. The property owner requested that we review the site plan process as quickly as possible as they would like to commence construction prior to frost/winter season. Prior to the Council meeting, I will update the site plan control agreement if required to include any conditions from these departments.
6. 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 including grading and drainage information can be found in Schedule B within the agreement as attached.
7. The Site Plan Control Agreement and the Site Plan will be registered on title following the execution of the agreement.
8. A building permit may be issued following the execution of the Site Plan Control Agreement.

IMPACT ON 2020 BUDGET: N/A

ALIGNMENT WITH STRATEGIC PLAN: N/A

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 159-2020 be received and that the Council of the Township of South Glengarry approves By-Law 72-2020, and the Site Plan Control Agreement for 679637 Ontario Ltd. for the property legally described as Part of Lot L, Concession 1 Front, in the geographic Township of Charlottenburgh, now in the Township of South Glengarry, County of Glengarry, being Part 2 on Registered Plan



14R6145, also known as 5510 County Road 34 and authorizes the Mayor and Clerk to execute the Site Plan Control Agreement.

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

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

**THIS AGREEMENT made in quadruplicate this
2nd day of November, 2020**

BETWEEN:

**679637 ONTARIO LTD
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:

- | | |
|----------------------|--|
| "TOWNSHIP" | means the Corporation of the Township of South Glengarry, and its appointees; |
| "OWNER" | 679637 ONTARIO LTD |
| "LANDSCAPING" | 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. |

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.

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 warehouses and conforms to the Township's Site Plan Control By-Law. The Site Plan is included in "Schedule "B" -Approved Site Plan" as 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.

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.

ACKNOWLEDGEMENT

7. The owner hereby acknowledges that an adequate water supply for the purposes of firefighting provisions may need to be provided by the owner sometime in the future upon the request of the Township.

AGREEMENT BINDING ON SUCCESSOR ON TITLE

8. (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

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

SCHEDULE "A"	Legal Description of the Owner's Property;
SCHEDULE "B"	Approved Site Plan

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 L, Concession 1 Front, in the geographic Township of Charlottenburgh, being Part 2 on Registered Plan 14R6145, also known as 5510 County Road 34.

SCHEDULE "B"

APPROVED SITE PLAN

Drawing Name:	Drawing Date:	By:
Site Grading and Drainage Plan	October 13, 2020; Revised on October 22, 2020	Ron Jason Surveying Ltd.

SG-D-20

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY
BY-LAW 72-20
FOR THE YEAR 2020**

**BEING A SITE PLAN AGREEMENT BY-LAW AND A BY-LAW TO AUTHORIZE
THE MAYOR AND CLERK TO ENTER INTO A SITE PLAN AGREEMENT
BETWEEN THE TOWNSHIP OF SOUTH GLENGARRY AND 679637 ONTARIO
LTD.**

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

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

AND WHEREAS the Council of the Township of South Glengarry deems it necessary and in the public interest to enter into a Site Plan Agreement with 679637 ONTARIO LTD. being the owners of the land described as Part of Lot L, Concession 1 Front, in the geographic Township of Charlottenburgh, being Part 2 on Registered Plan 14R6145, also known as 5510 County Road 34.

AND WHEREAS the Council of the Township of South Glengarry passed By-law No. 14-18, being a by-law to establish a Site Plan Control Area pursuant to Section 41 of the Planning Act, R.S.O. 1990, Chapter P.13, as amended, on the aforementioned subject property.

**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 Site Plan Agreement with 679637 ONTARIO 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 2nd DAY OF NOVEMBER, 2020.**

MAYOR:

CLERK:



STAFF REPORT

S.R. 160-2020

PREPARED BY: Joanne Haley, GM Community Services

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: November 2, 2020

SUBJECT: Mitchell Zoning By-Law Amendment

BACKGROUND:

Site Location:

1. Part of Lot L, Concession 1 Front, being Part 1 on Reference Plan 14R 4370, located on the south west corner of County Road 34 (Military Road) South Beech street, Lancaster, in the geographic Township of Charlottenburgh, now in the Township of South Glengarry, County of Glengarry.

Owner/Applicant:

2. Jennifer and Wayne Mitchell

Description of Site and Surroundings:

3. The subject property is located on the corner of South Beech Street and Military Road (County Road 34) and just north of the Highway 401. It is currently vacant; it is approximately 3.02 acres (1.2 hectares) in size and will be serviced by municipal water and wastewater services upon development. The surrounding lands are characterized as commercial and institutional uses to the east, residential and institutional uses to the north, vacant land and the municipal water treatment building to the west and the Highway 401 to the south.

4. Summary of Requested Zoning Proposal:

On September 9, 2020, the Township accepted the zoning amendment application; said application was deemed complete on September 14, 2020. The purpose of this Amendment is to rezone the subject property from Flood Plain - Holding (FP-H) to General Commercial (CG) & Flood Plain (FP) as a topographical survey was completed that proves that the elevations of the



subject property permits a majority of the property to be removed from the Flood Plain.

ANALYSIS:

Planning Rationale:

Provincial Policy Statement

5. The Planning Act requires that all Township planning decisions be consistent with the Provincial Policy Statement (PPS), 2020, a document that provides further policies on matters of Provincial interest related to land use development. This recommended Zoning By-law amendment is consistent with the matters of Provincial interest as outlined in the Planning Act and is in keeping with the PPS, 2020 specifically section 1.0 Building Strong and Healthy Communities, subsection 1.1.3. Settlement Areas. The PPS states “settlement areas shall be the focus of growth and development”. Part 1.1.3.2 States Land use patterns within settlement areas shall be based on densities and a mix of land uses:
 - a) Efficiently use land and resources
 - b) Are appropriate for, and efficiently use, the infrastructure and public service facilities which are planned or available; and avoid the need for their unjustified and/or uneconomical expansion.

Official Plan Designation

6. The proposed zoning amendment conforms to the Official Plan. Below are the specific sections that the application conforms to:
 - The subject property is designated Commercial District. Section 3.4.3 Urban Settlement Areas include Commercial Districts. Commercial Districts may include mixed uses such as commercial, residential, public service facilities and institutional uses.
 - Table 3.5 of the Official Plan- Commercial District permits a full range of retail, service commercial, automotive, recreational and resort commercial and personal service uses.
 - Section 3.5.2.3 Commercial Areas, Main Streets and Downtowns. This section requires communities to be designed to create distinctive downtowns or main streets characterized by missed use development which will be the primary commercial are of the community.
 - Section 4.3.3.4 (3), Servicing Capacity and Allocation requires all proposed development within the Service Limit to be connected to full or partial services where such services are available and where there is



sufficient capacity to accommodate the proposed development. This zoning amendment conforms to this section as any proposed developed can connect to full municipal services.

- Section 3.5.1.1. requires all existing, proposed or potential land uses to have an adequate lot size to meet all required setbacks, parking, loading facilities, infrastructure, safe access and egress etc.
- Section 3.5.1.3- Frontage and Access, requires all uses to front on an open and maintained public road.
- Section 4.3.6.3- Township Roads as the subject property requires all existing, proposed or potential land uses have an adequate lot size to meet all required setbacks, parking, loading facilities, infrastructure, safe access and egress etc.
- Section 3.5.1.3- Frontage and Access, requires all uses to front on an open and maintained public road. The requested zoning amendment conforms to the Official Plan.

Zoning By-Law:

7. The subject property is currently zoned Flood Plain- Holding in the Township's Zoning By-Law 38-09. The property owner retained an Ontario Land Surveyor to complete a topographic survey. This survey proves that a majority of the subject property is above the 1:100 year floodplain therefore it can support the proposed amendment.
8. The Township's Zoning By-Law 38-09 conforms to the United Counties Official Plan and is consistent with the Provincial Policy Statement (PPS), 2020

Public Consultation:

9. The proposed Amendment was circulated to the neighbouring property owners within 120 metres of the proposed site; it was also advertised in the Glengarry News. A public meeting was scheduled on October 5, 2020, no members of the public spoke in opposition or support of this proposed amendment nor were any written comments received. The proposed Amendment was also circulated to the Ministry of Transportation, the United Counties of SDG and the RRCA. The Ministry of Transportation had no concerns in principle with the proposed zoning amendment; a list of items is required to be addressed through the site plan control process and any development will require an MTO approvals permit. The United



Counties is supportive of the proposed amendment and indicated that access to the subject property should be by South Beech Street and reminded the Township of County Road setback requirements. The RRCA is also supportive of the development and requested that the lands that are not above the 1:100 year floodplain remain in the floodplain zone. This has been included in the amending by-law.

10. The Ontario Planning Act was recently amended due to Bill 108, previously, all complete zoning Amendment applications were required to be processed and a decision to be made within 150 days of receipt of a complete application. Bill 108 requires all zoning amendment applications to be processed and a decision made within 90 days of receipt of a complete application. A decision will be made on day 54.
11. This proposed Zoning By-Law amendment is being recommended to be approved by Council as it is consistent with the PPS, 2020 and it conforms to the United Counties Official Plan.
12. Council also has the option to defer the application. Applications may be deferred if Council requires additional information, further staff review, or other reasons. Should Council wish to defer the applications, reasons for the deferral and direction to Staff will be required so that Staff can prepare an updated Staff Report for future consideration.
13. Council also has the option to refuse the applications. Should Council wish to refuse the applications, reasons for the refusal are required including a written explanation of the refusal. If the decision of Council is appealed, the Local Planning Appeal Tribunal (LPAT) must have consideration to the decision of Council.

IMPACT ON 2020 BUDGET:

N/A

ALIGNMENT WITH STRATEGIC PLAN:

N/A

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 160-2020 be received and that Council adopt by-law 73-2020, being by-law to amend by-law 38-09, the comprehensive Zoning By-Law for



the Township of South Glengarry for the property legally described as Part of Lot L, Concession 1 Front, being Part 1 on Reference Plan 14R 4370, located on the south west corner of County Road 34 (Military Road) South Beech street, Lancaster, in the geographic Township of Charlottenburgh, now in the Township of South Glengarry, County of Glengarry be rezoned from Flood Plain -Holding (FP-H) to General Commercial (CG) & Flood Plain (FP) be read a first, second and third time, passed, signed and sealed this 2nd day of November, 2020. The Council of the Township of South Glengarry confirms that no public comments were received on this application therefore there was no effect on the decision.

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

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

SG-G-20

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY
BY-LAW 73-2020
FOR THE YEAR 2020**

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

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

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

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

THAT the area affected by this by-law is legally described as Part of Lot L, Concession 1 Front, being Part 1 on Reference Plan 14R 4370, located on the south west corner of County Road 34 (Military Road) South Beech street, Lancaster, in the geographic Township of Charlottenburgh, now in the Township of South Glengarry, County of Glengarry.

THAT the property located at Part of Lot L, Concession 1 Front, being Part 1 on Reference Plan 14R 4370, located on the south west corner of County Road 34 (Military Road) in the geographic Township of Charlottenburgh, now in the Township of South Glengarry, County of Glengarry, be rezoned from Flood Plain - Holding (FP-H) to General Commercial (CG) & Flood Plain (FP).

1. **THAT** all other applicable provisions of by-law 38-09, as amended, shall continue to apply.
2. **THAT** this by-law shall come into force and effect and take effect pursuant to the provisions of the *Planning Act*, R.S.O. 1990, as amended.

***READ A FIRST, SECOND AND THIRD TIME, PASSED, SIGNED AND SEALED
IN OPEN COUNCIL THIS 2nd DAY OF NOVEMBER, 2020.***

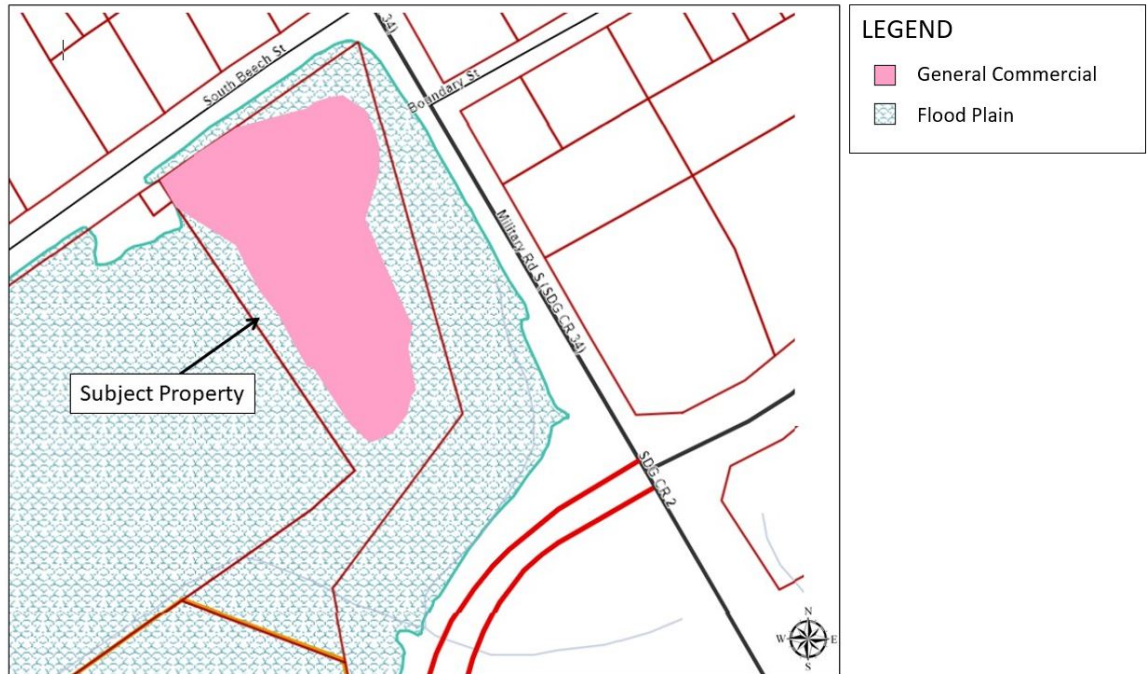
MAYOR:

CLERK:

BY-LAW 73-2020
EXPLANATORY NOTE

This is an amendment to zoning By-law 38-09, which is the zoning by-law of the Township of South Glengarry. The purpose of this Amendment is to rezone the subject property from Flood Plain -Holding (FP-H) to General Commercial (CG) & Flood Plain (FP) as a topographical survey was completed that proves that the elevations of the subject property permits a majority of the property to be removed from the Flood Plain.

Schedule "A"



Lands to be zoned to General Commercial (CG) & Flood Plain

**This is Schedule "A" to By-law 73-2020
Adopted this 2nd day of November, 2020**

**Township of
South Glengarry**

Mayor

Clerk



STAFF REPORT

PREPARED BY: Joanne Haley, GM Community Services

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: November 2, 2020

SUBJECT: Proposed Interim Control By-Law for Cannabis Operations

BACKGROUND:

1. On October 17, 2018, recreational cannabis was legalized by the Canadian Government. This has sparked a lot of interest from the public to find locations within South Glengarry for the growing and production of cannabis including medical marijuana.
2. Cannabis is defined as: a cannabis plant, including the phytocannabinoids produced by or found in such a plant regardless of whether that part has been processed or not and any substance or mixture of substances that contains or has on it and part of such a plant and any substance that is identical to a Phytocannabinoid produced by or found in such a plant regardless of how the substance was obtained. Marijuana shall have the same definition.
3. The increase in cannabis production has led to many municipalities in Ontario approving interim Control By-Laws to study the establishment of cannabis growing, production and processing facilities and develop good land use planning policies to address land use compatibility.

ANALYSIS:

4. The purpose of this staff report is to seek direction from Council to prepare an interim control by-law for cannabis production. Concerns have been raised by the public pertaining to an existing cannabis production facility which is currently not a permitted use within the Township's zoning by-law. The Interim Control By-law would permit the ability to study and review best land use planning practices and policies for cannabis production and processing facilities.
5. **What is an Interim Control By-law?** An Interim Control By-law is a planning tool available to Ontario municipalities under Section 38 of the Planning Act to place



a temporary 'freeze' on a use of land, "by prohibiting the use of land, buildings or structures within the municipality or within the defined area or areas thereof for, or except for, such purposes as are set out in the by-law", while the municipality is studying or reviewing its land use policies. The restrictions can only be imposed for one year, with a maximum extension of a second year. Once an Interim Control By-law expires, a subsequent Interim Control By-law may not be imposed on those same land uses for three years.

6. In order to establish a Cannabis production facility, you must get a licence from Health Canada in order to:
 - grow cannabis for sale (on a large or small scale, or for starting materials (e.g., seeds and plants)
 - make cannabis products (on a large or small scale)
 - sell cannabis for medical purposes
 - do testing of cannabis
 - do research with cannabis

The above-mentioned licenses require consultation with municipalities before the license is granted. However, for Medical Marijuana production you must:

Register with Health Canada to produce or possess marijuana for your own medical purposes. No notification to your municipality is required for registering; however, the "registered" should check to see if the production of medical marijuana is a permitted use within the zone they are producing. Up to 4 registrations for the production of cannabis can be at one location and you can designate a person to grow cannabis for you by proxy. The registration certificate states: Please note that production should be conducted in accordance with all other relevant federal, provincial and municipal laws.

7. For the purposes of the Interim Control By-law, Cannabis Production will be defined as follows:

"Cannabis Production" means any land, building or structure used for growing, producing, cultivation processing, testing, destroying, storing, packaging and/or shipping of cannabis, licensed by Health Canada under the Cannabis Act. A Cannabis Production Facility does not include the growth, production or processing of four or fewer cannabis plants on a lot for personal use and does not include the retailing of cannabis or cannabis products under a retail operator license issued under the Cannabis License Act, 2018.

8. Legislation that permits the Township to approve an Interim Control By-Law includes:



The Provincial Policy Statement (PPS)

The PPS came into effect on May 1, 2020 and requires that all planning matters “shall be consistent with” this policy statement issued under the *Planning Act*. Section 1.2.6.1 addresses land use compatibility. “Major facilities and sensitive land uses shall be planned and developed to avoid, or if avoidance is not possible, minimize and mitigate any potential adverse effects from odour, noise and other contaminants, minimize risk to public health and safety, and to ensure the long-term operational and economic viability of major facilities in accordance with provincial guidelines, standards and procedures”. The proposed interim control by-law will be seeking a time period to address the land use compatibility concerns between cannabis production and processing facilities, which are classified as a major facility use and sensitive land uses to address this section of the PPS.

9. The United Counties of Stormont, Dundas and Glengarry Official Plan

Section 8.12.8 of the County Official Plan authorizes South Glengarry Council to pass an interim control by-law. The purpose of an Interim Control By-Law would be to suspend any new cannabis production facilities throughout the entire Township to allow a study to be completed of best land use planning practices to ensure that these facilities are permitted in areas that are compatible with other land uses. This excludes the cultivation of up to 4 plants on any property for personal consumption as permitted in the Cannabis Act.

10. The Township of North Dundas is preparing an Interim Control By-Law for the same purposes. The Township’s of South Stormont and North Glengarry have amended their zoning by-laws to permit cannabis production within certain zones with required separation distances to sensitive land uses. Many other municipalities in Ontario have also approved Interim Control By-laws. There is also lobbying occurring with the Federal Government to require Health Canada to include municipalities in the approval process for medical marijuana registrations.

IMPACT ON 2020 BUDGET:

There is no impact to the 2020 or 2021 budget as the study and research will be completed in house. The cost for legal advice is included in the 2020 budget.

ALIGNMENT WITH STRATEGIC PLAN:

N/A

RECOMMENDATION:



BE IT RESOLVED THAT Staff Report 161-2020 be received and that the Council of the Township of South Glengarry directs administration to prepare an Interim Control By-law to prohibit any new or expanded growing, cultivation, processing or production of cannabis in the Township; the Interim Control By-Law shall not apply to the growing and cultivation of up to 4 plants on any property for personal consumption. This will permit administration to undertake a study and review best land use planning practices and policies for cannabis production and processing facilities.

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

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



STAFF REPORT

S.R. 162-2020

PREPARED BY: Joanne Haley, GM Community Services

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: November 2, 2020

SUBJECT: Regional Incentive Program Financial Agreements

BACKGROUND:

1. The Township of South Glengarry's Community Improvement Plan (CIP) contains the United Counties of SDG Regional Incentive Program (RIP). The County developed regional incentives to support broad economic development goals.
2. The United Counties provided a second funding opportunity in 2020 so applicants could apply for RIP funds for eligible projects. Staff are required to guide all applicants with their applications. Applications were required to be submitted to the Township of South Glengarry by September 11th, 2020. 6 different funding applications were received. Staff were required to review all applications and to provide a recommendation report/summary to the United Counties by September 18th, 2020.
3. On October 9, 2020 the RIP Committee met to review all applications submitted County wide. The Committee chose to fund all 6 of South Glengarry's applications.

ANALYSIS:

4. For the applicants to receive the funding, a signed agreement must be accepted and approved by all three parties involved – being the applicant, the United Counties of SDG and the Township of South Glengarry.
5. Attached to this staff report are 6 agreements representing the approved grants as followed:
 - i. Cooper Marsh Conservators - \$3,933.00 for Building Improvement/Restoration (cabinetry)
 - ii. Martintown Mill - \$9,000 for Building Improvement/Restoration (second story brick repair)



- iii. Cornwall Golf and Country Club- \$12,050 for Property Improvement, Design and building permit fee (new outdoor patio)
 - iv. RRCA- \$1,830.60- for Property Improvement (expansion of public parking lot)
 - v. Glengarry Fencibles Trust- \$9,985.00 for Façade Improvement Enhanced (Door replacement and roof upgrade- west side entrance)
 - vi. The Friends of the Summerstown Trails- \$2379.33 for Trails Improvement (repairs and update signage to include new trails)
6. The RIP program will invest a total of **\$39,277.93** into South Glengarry through the above described 6 projects resulting in a return on investment of **\$182,225.13** being spent on the total project costs.

IMPACT ON 2020 BUDGET:

N/A

ALIGNMENT WITH STRATEGIC PLAN:

Goal 1: Enhance economic growth and prosperity.
Goal 3: Improve quality of life in our community.

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 74-2020 be received and that the Corporation of the Township of South Glengarry enter into six Regional Incentives Program financial agreements with the Cooper Marsh Conservators, the Martintown Mill, the Cornwall Golf and Country Club, the RRCA, the Glengarry Fencibles Trust and the Friends of the Summerstown Trails and furthermore, that the Mayor and Clerk be authorized to sign all relevant documents.

Recommended to Council for
Consideration by:
CAO – TIM MILLS



Regional Incentives Program Financial Agreement



FINAL
November 30, 2018



Regional Incentives Program Financial Agreement

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Regional Incentives Program Financial Agreement

STAY, DISCOVER, GROW REGIONAL INCENTIVES PROGRAM AGREEMENT

THIS AGREEMENT made this 13 day of October 2020

BETWEEN: **Cooper Marsh Conservators Inc.**

(hereinafter referred to as the "Applicant(s)")

Of the First Part

and

THE UNITED COUNTIES OF STORMONT, DUNDAS AND GLENGARRY

-and-

THE CORPORATION OF THE Township of South Glengarry

(hereinafter referred to as the "County" or "local municipality",
as the case may be

Of the Second Part

WHEREAS:

- A. The County has instituted a Regional Incentive Program to promote the improvement of properties located within the SDG Region in accordance with the Stay, Discover, Grow Regional Incentives Program.
- B. The County intends to make available certain grants to property owners and others who satisfy the requirements of the Program;
- C. The Applicant has applied for and been approved by the Review Committee for participation in the Program.

THIS AGREEMENT THEREFORE WITNESSES that, for good and valuable consideration, including the mutual covenants included herein and the receipt and sufficiency of which consideration is hereby acknowledged, the parties hereto agree as follows:



Regional Incentives Program Financial Agreement

PART A: PARTICULARS OF THE PROPERTY AND GRANT

The parties hereto acknowledge and agree that the following summary particularizes both the Property and the Grant which are the subject matter of this Agreement:

Property Owner(s):	Cooper Marsh Conservators Inc.
Authorized Applicant(s):	
Program Application File Number: (Local Municipality, Project Name, 01Oct18)	Creation of new wildlife display cabinets at Cooper Marsh Visitors Centre
Municipal Address:	
Legal Description (Lot, Plan, Roll#):	CON 1 FRT PT LOTS A TOG,CL: INCL RP1
Telephone Number:	613 937 7673
Date of Approval:	October 9, 2020
Date of Amendment:	N/A
Condition:	N/A
Anticipated Commencement Date:	November 2020
Anticipated Completion Date:	May 2021



Regional Incentives Program Financial Agreement

Specific Program Funding:

Grant Stream:	Value of Grant
Façade Improvement Basic	\$
Façade Improvement Enhanced	\$
Signage Improvement Basic	\$
Signage Improvement Enhanced	\$
Property Improvement	\$
Building Improvement/Restoration Grant	\$3,933
Building Conversion/Expansion Grant for >5000ft ²	\$
Trails Improvement Grant	\$
Feasibility, Design, and Study Grant	\$
Planning Application and Building Permit Fee Grant	\$
Total	\$3,933.00

All grants contemplated under this Agreement shall be paid on a one-time basis to the local municipality in which the Property is situated for distribution to the Applicant upon final approval of the Works upon which such grant is based.



Regional Incentives Program Financial Agreement

PART B: DEFINITIONS

For the purposes of this Agreement:

- a) “Applicant” shall include an authorized tenant, occupant, or licensee in the Property as identified above and/or any person, corporation, body, or agency authorized to represent the registered Owner of such property.
- b) “Application” is the formal process, including forms and data submission, to request funding under the Program.
- c) “Review Committee” shall mean the body delegated the authority to administer and manage the Program by County Council pursuant to the Terms of Reference in place from time to time.
- d) “Owner” means the registered owner of the Property.
- e) “Program” means the SDG County Regional Incentives Program.
- f) “Property” means any piece of land, which may or may not include buildings, located within the United Counties of Stormont, Dundas and Glengarry.
- g) “Taxes” means any and all municipal and/or County levies payable by the Owner and as a result of ownership of the Property both before and after completion of the proposed Works.
- h) “Works” means any approved improvements to the Property.

PART C: OBLIGATIONS, COVENANTS AND AGREEMENTS

Project Description: Creation of new wildlife display cabinets at Cooper Marsh Visitors Centre

SDG acknowledgement, recognition of the Stay, Discover Grow Regional Incentives Program:

Successful applicants will acknowledge that their project was partially funded by the County through the Stay, Discover, Grow Regional Incentives Program. Information regarding timing, suitable recognition/logo use etc. will be provided by the project start date, including, but not necessarily limited to, social media tactics, on-site portable signage, etc.



Regional Incentives Program Financial Agreement

The Applicant hereby agrees:

- a) The Applicant has applied for a grant, pursuant to the Program for the completion of the Works to the subject property and/or building(s) located thereon, which Application and the commitments made therein shall be deemed to form part of this Agreement.
- b) The Applicant confirms that the information contained within the Application was and is true and correct and that there has been no change in the information provided to the Committee in the said Application Form. The Applicant further acknowledges that the Committee has relied upon the information contained within the Application Form and the Applicant agrees that he, she, or it shall notify the Committee within seven (7) days of any change to the information provided in the said Application.
- c) The Applicant agrees to complete the Works to the subject property as set out in the Stay Discover Grow Regional Incentives Application filed September 11, 2020
- d) The Applicant acknowledges having reviewed this Agreement and agrees to be bound by the general and specific terms and conditions contained herein.
- e) The Applicant agrees to cooperate fully with the County and local municipality in respect of the grant processes contemplated by this Agreement and, further thereto, to provide any and all further documentation subsequently requested by the Review Committee, in respect of such processes and, further thereto, to execute all documentation required to achieve completion of the Works and related processes as contemplated herein.
- f) If the Applicant for any grant hereunder is not the Owner of the Property identified herein, then the said Applicant shall obtain and submit satisfactory evidence that such Owner has been notified of the Application and the Work to the Property and approves of the same.
- g) To commence work of the approved project within six (6) months of Review Committee's approval of the Application.
- h) The Review Committee reserves the right to audit the costs associated with any of the Works. If deemed necessary, audits will be undertaken at the expense of the Applicant.
- i) The Review Committee reserves the right to inspect any properties/buildings in receipt of funding under the Program.
- j) The Review Committee may discontinue any element of the Program at any time. However, Applicants with approved grants will receive funding in accordance with the terms outlined herein, and subject to approval of the necessary funds by County Council.



Regional Incentives Program Financial Agreement

The Review Committee hereby agrees:

- a) Based on the Applicant's covenants contained in this Agreement and in the Application, the Review Committee agrees to deliver the specific program funding as identified in Part A hereto to the applicable local municipality upon satisfactory proof of the completion of the Works and acceptable documentation confirming costs of such works, including but not limited to copies of invoices, final inspection if deemed necessary and proof of payment associated with the Works.

PART D: TERMINATION

The Review Committee, in its sole discretion, may delay, reduce, or cancel any grant made hereunder under any of the following circumstances:

- a) Failure to commence the Works within six (6) months of the signing of this Agreement.
- b) Failure to complete such Works within eighteen (18) months of the date of Review Committee approval of the said Works.
- c) The Works are not completed in a manner which is consistent with the description or information as set out in the application and/or are completed in a manner which is not satisfactory to the Review Committee.
- d) Demolition of the building with respect to which the Works were to be completed.
- e) Transfer of ownership of the subject property by the Owner without the prior written consent of the Committee, which consent may not be unreasonably withheld.
- f) Conversion, reconstruction or change in use of the subject property and building(s) located thereon in a manner which, in the sole discretion of the Review Committee, defeats or contravenes the purpose for which the grant was approved by the Review Committee in accordance with the grant application.
- g) Failure of the Applicant to notify the Review Committee of any change to the information provided in connection with the Application.
- h) Use of the subject property by the Applicant or with the Owner's consent (whether actual or implied) in a manner that contravenes municipal, provincial or federal law.
- i) Failure to pay any and all Taxes.



Regional Incentives Program Financial Agreement

PART E: MISCELLANEOUS

- a) This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, representations and warranties with respect to the subject matter hereof. The parties further acknowledge and agree that, in entering into this Agreement, they have not in any way relied upon, and will not in any way rely upon any oral or written agreements, representations or warranties.
- b) All official notices, demands, requests, agreements, consents, approvals and payments which may be made or are required to be given pursuant to this Agreement shall be made in writing and shall be sufficiently given if delivered personally or mailed by ordinary mail, postage pre-paid, as follows:
- To the Review Committee:**
 United Counties of Stormont, Dundas and Glengarry
 26 Pitt Street
 Cornwall, ON K6J 3P2
 Attention: Economic Development/Tourism Division
- To the Applicant:**
 Cooper Marsh Conservators Inc.
 18045 County Road 2, P.O.Box 429,
 Cornwall, ON,
 K6H 5T2
- c) Words importing the singular shall include the plural and vice versa. Words importing gender shall include all genders.
- d) The headings contained in this Agreement are for reference only and in no way affect this Agreement.
- e) This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the law of Canada applicable therein from time to time and shall be treated in all respects as an Ontario Agreement.
- f) Each obligation or agreement as contained herein, even though not expressed as a covenant, is considered for all purposes to be a covenant.
- g) The validity or enforceability of any provision or covenant contained in this Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.
- h) Each covenant in this Agreement is a separate and independent covenant and a breach of covenant by any party will not relieve any other party from its obligations to perform each of its covenants, except as otherwise provided herein.



Regional Incentives Program Financial Agreement

- i) No supplement, modification, amendment, or waiver of this Agreement shall be binding unless executed in writing by the parties.
- j) The provisions of this Agreement shall be binding upon and inure to the benefits of the parties and their respective successors.
- k) Each of the parties hereto will, from time to time hereafter and upon the reasonable request of any other party, make all such further acts, deeds, or assurances as may be required to more fully implement the true intent of this Agreement.



Regional Incentives Program Financial Agreement

For the Applicant(s):

Name:

For the Review Committee:

The United Counties of Stormont, Dundas and Glengarry
Name: Kirsten Gardner
Position: Wardens Delegate

For the Local Municipality:

Township of South Glengarry
Name:
Position:



Regional Incentives Program Financial Agreement



FINAL
November 30, 2018



Regional Incentives Program Financial Agreement

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Regional Incentives Program Financial Agreement

STAY, DISCOVER, GROW REGIONAL INCENTIVES PROGRAM AGREEMENT

THIS AGREEMENT made this 13 day of October 2020

BETWEEN:

Cornwall Golf and County Club

(hereinafter referred to as the "Applicant(s)")

Of the First Part

and

THE UNITED COUNTIES OF STORMONT, DUNDAS AND GLENGARRY

-and-

THE CORPORATION OF THE Township of South Glengarry

(hereinafter referred to as the "County" or "local municipality",
as the case may be

Of the Second Part

WHEREAS:

- A. The County has instituted a Regional Incentive Program to promote the improvement of properties located within the SDG Region in accordance with the Stay, Discover, Grow Regional Incentives Program.
- B. The County intends to make available certain grants to property owners and others who satisfy the requirements of the Program;
- C. The Applicant has applied for and been approved by the Review Committee for participation in the Program.

THIS AGREEMENT THEREFORE WITNESSES that, for good and valuable consideration, including the mutual covenants included herein and the receipt and sufficiency of which consideration is hereby acknowledged, the parties hereto agree as follows:



Regional Incentives Program Financial Agreement

PART A: PARTICULARS OF THE PROPERTY AND GRANT

The parties hereto acknowledge and agree that the following summary particularizes both the Property and the Grant which are the subject matter of this Agreement:

Property Owner(s):	Cornwall Golf and Country Club
Authorized Applicant(s):	
Program Application File Number: (Local Municipality, Project Name, 01Oct18)	Outdoor Patio Development Project
Municipal Address:	6740 Sutherland Ave, Cornwall, ON, K6H7J3
Legal Description (Lot, Plan, Roll#):	Plan 101 Lot 7 PT LOTS ETC
Telephone Number:	613-931-1133 ext. 235
Date of Approval:	October 9, 2020
Date of Amendment:	N/A
Condition:	N/A
Anticipated Commencement Date:	October 1, 2020
Anticipated Completion Date:	November 20 2020



Regional Incentives Program Financial Agreement

Specific Program Funding:

Grant Stream:	Value of Grant
Façade Improvement Basic	\$
Façade Improvement Enhanced	\$
Signage Improvement Basic	\$
Signage Improvement Enhanced	\$
Property Improvement	\$10,000
Building Improvement/Restoration Grant	\$
Building Conversion/Expansion Grant for >5000ft ²	\$
Trails Improvement Grant	\$
Feasibility, Design, and Study Grant	\$2,000
Planning Application and Building Permit Fee Grant	\$50
Total	\$12,050.00

All grants contemplated under this Agreement shall be paid on a one-time basis to the local municipality in which the Property is situated for distribution to the Applicant upon final approval of the Works upon which such grant is based.



Regional Incentives Program Financial Agreement

PART B: DEFINITIONS

For the purposes of this Agreement:

- a) "Applicant" shall include an authorized tenant, occupant, or licensee in the Property as identified above and/or any person, corporation, body, or agency authorized to represent the registered Owner of such property.
- b) "Application" is the formal process, including forms and data submission, to request funding under the Program.
- c) "Review Committee" shall mean the body delegated the authority to administer and manage the Program by County Council pursuant to the Terms of Reference in place from time to time.
- d) "Owner" means the registered owner of the Property.
- e) "Program" means the SDG County Regional Incentives Program.
- f) "Property" means any piece of land, which may or may not include buildings, located within the United Counties of Stormont, Dundas and Glengarry.
- g) "Taxes" means any and all municipal and/or County levies payable by the Owner and as a result of ownership of the Property both before and after completion of the proposed Works.
- h) "Works" means any approved improvements to the Property.

PART C: OBLIGATIONS, COVENANTS AND AGREEMENTS

Project Description:

Outdoor patio and venue expansion, accessibility improvements.

SDG acknowledgement, recognition of the Stay, Discover Grow Regional Incentives Program:

Successful applicants will acknowledge that their project was partially funded by the County through the Stay, Discover, Grow Regional Incentives Program. Information regarding timing, suitable recognition/logo use etc. will be provided by the project start date, including, but not necessarily limited to, social media tactics, on-site portable signage, etc.

The Applicant hereby agrees:

- a) The Applicant has applied for a grant, pursuant to the Program for the completion of the Works to the subject property and/or building(s) located thereon, which Application and the commitments made therein shall be deemed to form part of this Agreement.



Regional Incentives Program Financial Agreement

- b) The Applicant confirms that the information contained within the Application was and is true and correct and that there has been no change in the information provided to the Committee in the said Application Form. The Applicant further acknowledges that the Committee has relied upon the information contained within the Application Form and the Applicant agrees that he, she, or it shall notify the Committee within seven (7) days of any change to the information provided in the said Application.
- c) The Applicant agrees to complete the Works to the subject property as set out in the Stay Discover Grow Regional Incentives Application filed September 11, 2020
- d) The Applicant acknowledges having reviewed this Agreement and agrees to be bound by the general and specific terms and conditions contained herein.
- e) The Applicant agrees to cooperate fully with the County and local municipality in respect of the grant processes contemplated by this Agreement and, further thereto, to provide any and all further documentation subsequently requested by the Review Committee, in respect of such processes and, further thereto, to execute all documentation required to achieve completion of the Works and related processes as contemplated herein.
- f) If the Applicant for any grant hereunder is not the Owner of the Property identified herein, then the said Applicant shall obtain and submit satisfactory evidence that such Owner has been notified of the Application and the Work to the Property and approves of the same.
- g) To commence work of the approved project within six (6) months of Review Committee's approval of the Application.
- h) The Review Committee reserves the right to audit the costs associated with any of the Works. If deemed necessary, audits will be undertaken at the expense of the Applicant.
- i) The Review Committee reserves the right to inspect any properties/buildings in receipt of funding under the Program.
- j) The Review Committee may discontinue any element of the Program at any time. However, Applicants with approved grants will receive funding in accordance with the terms outlined herein, and subject to approval of the necessary funds by County Council.

The Review Committee hereby agrees:

- a) Based on the Applicant's covenants contained in this Agreement and in the Application, the Review Committee agrees to deliver the specific program funding as identified in Part A hereto to the applicable local municipality upon satisfactory proof of the completion of the Works and acceptable



Regional Incentives Program Financial Agreement

documentation confirming costs of such works, including but not limited to copies of invoices, final inspection if deemed necessary and proof of payment associated with the Works.

PART D: TERMINATION

The Review Committee, in its sole discretion, may delay, reduce, or cancel any grant made hereunder under any of the following circumstances:

- a) Failure to commence the Works within six (6) months of the signing of this Agreement.
- b) Failure to complete such Works within eighteen (18) months of the date of Review Committee approval of the said Works.
- c) The Works are not completed in a manner which is consistent with the description or information as set out in the application and/or are completed in a manner which is not satisfactory to the Review Committee.
- d) Demolition of the building with respect to which the Works were to be completed.
- e) Transfer of ownership of the subject property by the Owner without the prior written consent of the Committee, which consent may not be unreasonably withheld.
- f) Conversion, reconstruction or change in use of the subject property and building(s) located thereon in a manner which, in the sole discretion of the Review Committee, defeats or contravenes the purpose for which the grant was approved by the Review Committee in accordance with the grant application.
- g) Failure of the Applicant to notify the Review Committee of any change to the information provided in connection with the Application.
- h) Use of the subject property by the Applicant or with the Owner's consent (whether actual or implied) in a manner that contravenes municipal, provincial or federal law.
- i) Failure to pay any and all Taxes.

PART E: MISCELLANEOUS

- a) This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, representations and warranties with respect to the subject matter hereof. The parties further acknowledge and agree that, in entering into this Agreement, they have not in any



Regional Incentives Program Financial Agreement

way relied upon, and will not in any way rely upon any oral or written agreements, representations or warranties.

- b) All official notices, demands, requests, agreements, consents, approvals and payments which may be made or are required to be given pursuant to this Agreement shall be made in writing and shall be sufficiently given if delivered personally or mailed by ordinary mail, postage pre-paid, as follows:

To the Review Committee:

United Counties of Stormont, Dundas and Glengarry
 26 Pitt Street
 Cornwall, ON K6J 3P2
 Attention: Economic Development/Tourism Division

To the Applicant:

Cornwall Golf and Country Club
 670 Sutherland Ave,
 Cornwall, ON
 K6H7J3

- c) Words importing the singular shall include the plural and vice versa. Words importing gender shall include all genders.
- d) The headings contained in this Agreement are for reference only and in no way affect this Agreement.
- e) This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the law of Canada applicable therein from time to time and shall be treated in all respects as an Ontario Agreement.
- f) Each obligation or agreement as contained herein, even though not expressed as a covenant, is considered for all purposes to be a covenant.
- g) The validity or enforceability of any provision or covenant contained in this Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.
- h) Each covenant in this Agreement is a separate and independent covenant and a breach of covenant by any party will not relieve any other party from its obligations to perform each of its covenants, except as otherwise provided herein.
- i) No supplement, modification, amendment, or waiver of this Agreement shall be binding unless executed in writing by the parties.
- j) The provisions of this Agreement shall be binding upon and inure to the benefits of the parties and their respective successors.



Regional Incentives Program Financial Agreement

- k) Each of the parties hereto will, from time to time hereafter and upon the reasonable request of any other party, make all such further acts, deeds, or assurances as may be required to more fully implement the true intent of this Agreement.



Regional Incentives Program Financial Agreement

For the Applicant(s):

Name:

For the Review Committee:

The United Counties of Stormont, Dundas and Glengarry

Name: Kirsten Gardner

Position: Wardens Delegate

For the Local Municipality:

Township of South Glengarry

Name:

Position:



Regional Incentives Program Financial Agreement



FINAL
November 30, 2018



Regional Incentives Program Financial Agreement

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Regional Incentives Program Financial Agreement

STAY, DISCOVER, GROW REGIONAL INCENTIVES PROGRAM AGREEMENT

THIS AGREEMENT made this 13 day of October 2020

BETWEEN: **Friends of the Summerstown Trails**

(hereinafter referred to as the “Applicant(s)”)

Of the First Part

and

THE UNITED COUNTIES OF STORMONT, DUNDAS AND GLENGARRY

-and-

THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY

(hereinafter referred to as the “County” or “local municipality”,
as the case may be

Of the Second Part

WHEREAS:

- A. The County has instituted a Regional Incentive Program to promote the improvement of properties located within the SDG Region in accordance with the Stay, Discover, Grow Regional Incentives Program.
- B. The County intends to make available certain grants to property owners and others who satisfy the requirements of the Program;
- C. The Applicant has applied for and been approved by the Review Committee for participation in the Program.

THIS AGREEMENT THEREFORE WITNESSES that, for good and valuable consideration, including the mutual covenants included herein and the receipt and sufficiency of which consideration is hereby acknowledged, the parties hereto agree as follows:



Regional Incentives Program Financial Agreement

PART A: PARTICULARS OF THE PROPERTY AND GRANT

The parties hereto acknowledge and agree that the following summary particularizes both the Property and the Grant which are the subject matter of this Agreement:

Property Owner(s):	United Counties of SDG
Authorized Applicant(s):	FRIENDS OF THE SUMMERSTOWN TRAILS INC.
Program Application File Number: (Local Municipality, Project Name, 01Oct18)	Trail Improvements
Municipal Address:	6150 County Road 27 (Summerstown Road)
Legal Description (Lot, Plan, Roll#):	
Telephone Number:	613-347-1229
Date of Approval:	October 9, 2020
Date of Amendment:	N/A
Condition:	N/A
Anticipated Commencement Date:	November 2020
Anticipated Completion Date:	June 2020



Regional Incentives Program Financial Agreement

Specific Program Funding:

Grant Stream:	Value of Grant
Façade Improvement Basic	\$
Façade Improvement Enhanced	\$
Signage Improvement Basic	\$
Signage Improvement Enhanced	\$
Property Improvement	\$
Building Improvement/Restoration Grant	\$
Building Conversion/Expansion Grant for >5000ft ²	\$
Trails Improvement Grant	\$2370.33
Feasibility, Design, and Study Grant	\$
Planning Application and Building Permit Fee Grant	\$
Total	\$2379.33

All grants contemplated under this Agreement shall be paid on a one-time basis to the local municipality in which the Property is situated for distribution to the Applicant upon final approval of the Works upon which such grant is based.



Regional Incentives Program Financial Agreement

PART B: DEFINITIONS

For the purposes of this Agreement:

- a) “Applicant” shall include an authorized tenant, occupant, or licensee in the Property as identified above and/or any person, corporation, body, or agency authorized to represent the registered Owner of such property.
- b) “Application” is the formal process, including forms and data submission, to request funding under the Program.
- c) “Review Committee” shall mean the body delegated the authority to administer and manage the Program by County Council pursuant to the Terms of Reference in place from time to time.
- d) “Owner” means the registered owner of the Property.
- e) “Program” means the SDG County Regional Incentives Program.
- f) “Property” means any piece of land, which may or may not include buildings, located within the United Counties of Stormont, Dundas and Glengarry.
- g) “Taxes” means any and all municipal and/or County levies payable by the Owner and as a result of ownership of the Property both before and after completion of the proposed Works.
- h) “Works” means any approved improvements to the Property.

PART C: OBLIGATIONS, COVENANTS AND AGREEMENTS

Project Description:

Trail and trail signage improvements.

SDG acknowledgement, recognition of the Stay, Discover Grow Regional Incentives Program:

Successful applicants will acknowledge that their project was partially funded by the County through the Stay, Discover, Grow Regional Incentives Program. Information regarding timing, suitable recognition/logo use etc. will be provided by the project start date, including, but not necessarily limited to, social media tactics, on-site portable signage, etc.

The Applicant hereby agrees:



Regional Incentives Program Financial Agreement

- a) The Applicant has applied for a grant, pursuant to the Program for the completion of the Works to the subject property and/or building(s) located thereon, which Application and the commitments made therein shall be deemed to form part of this Agreement.
- b) The Applicant confirms that the information contained within the Application was and is true and correct and that there has been no change in the information provided to the Committee in the said Application Form. The Applicant further acknowledges that the Committee has relied upon the information contained within the Application Form and the Applicant agrees that he, she, or it shall notify the Committee within seven (7) days of any change to the information provided in the said Application.
- c) The Applicant agrees to complete the Works to the subject property as set out in the Stay Discover Grow Regional Incentives Application filed September 11, 2020
- d) The Applicant acknowledges having reviewed this Agreement and agrees to be bound by the general and specific terms and conditions contained herein.
- e) The Applicant agrees to cooperate fully with the County and local municipality in respect of the grant processes contemplated by this Agreement and, further thereto, to provide any and all further documentation subsequently requested by the Review Committee, in respect of such processes and, further thereto, to execute all documentation required to achieve completion of the Works and related processes as contemplated herein.
- f) If the Applicant for any grant hereunder is not the Owner of the Property identified herein, then the said Applicant shall obtain and submit satisfactory evidence that such Owner has been notified of the Application and the Work to the Property and approves of the same.
- g) To commence work of the approved project within six (6) months of Review Committee's approval of the Application.
- h) The Review Committee reserves the right to audit the costs associated with any of the Works. If deemed necessary, audits will be undertaken at the expense of the Applicant.
- i) The Review Committee reserves the right to inspect any properties/buildings in receipt of funding under the Program.
- j) The Review Committee may discontinue any element of the Program at any time. However, Applicants with approved grants will receive funding in accordance with the terms outlined herein, and subject to approval of the necessary funds by County Council.

The Review Committee hereby agrees:



Regional Incentives Program Financial Agreement

- a) Based on the Applicant's covenants contained in this Agreement and in the Application, the Review Committee agrees to deliver the specific program funding as identified in Part A hereto to the applicable local municipality upon satisfactory proof of the completion of the Works and acceptable documentation confirming costs of such works, including but not limited to copies of invoices, final inspection if deemed necessary and proof of payment associated with the Works.

PART D: TERMINATION

The Review Committee, in its sole discretion, may delay, reduce, or cancel any grant made hereunder under any of the following circumstances:

- a) Failure to commence the Works within six (6) months of the signing of this Agreement.
- b) Failure to complete such Works within eighteen (18) months of the date of Review Committee approval of the said Works.
- c) The Works are not completed in a manner which is consistent with the description or information as set out in the application and/or are completed in a manner which is not satisfactory to the Review Committee.
- d) Demolition of the building with respect to which the Works were to be completed.
- e) Transfer of ownership of the subject property by the Owner without the prior written consent of the Committee, which consent may not be unreasonably withheld.
- f) Conversion, reconstruction or change in use of the subject property and building(s) located thereon in a manner which, in the sole discretion of the Review Committee, defeats or contravenes the purpose for which the grant was approved by the Review Committee in accordance with the grant application.
- g) Failure of the Applicant to notify the Review Committee of any change to the information provided in connection with the Application.
- h) Use of the subject property by the Applicant or with the Owner's consent (whether actual or implied) in a manner that contravenes municipal, provincial or federal law.
- i) Failure to pay any and all Taxes.

PART E: MISCELLANEOUS



Regional Incentives Program Financial Agreement

- a) This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, representations and warranties with respect to the subject matter hereof. The parties further acknowledge and agree that, in entering into this Agreement, they have not in any way relied upon, and will not in any way rely upon any oral or written agreements, representations or warranties.
- b) All official notices, demands, requests, agreements, consents, approvals and payments which may be made or are required to be given pursuant to this Agreement shall be made in writing and shall be sufficiently given if delivered personally or mailed by ordinary mail, postage pre-paid, as follows:

To the Review Committee:

United Counties of Stormont, Dundas and Glengarry
 26 Pitt Street
 Cornwall, ON K6J 3P2
 Attention: Economic Development/Tourism Division

To the Applicant:

FRIENDS OF THE SUMMERSTOWN TRAILS INC.
 P.O. BOX 91,
 WILLIAMSTOWN, ON
 K0C 2J0

- c) Words importing the singular shall include the plural and vice versa. Words importing gender shall include all genders.
- d) The headings contained in this Agreement are for reference only and in no way affect this Agreement.
- e) This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the law of Canada applicable therein from time to time and shall be treated in all respects as an Ontario Agreement.
- f) Each obligation or agreement as contained herein, even though not expressed as a covenant, is considered for all purposes to be a covenant.
- g) The validity or enforceability of any provision or covenant contained in this Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.
- h) Each covenant in this Agreement is a separate and independent covenant and a breach of covenant by any party will not relieve any other party from its obligations to perform each of its covenants, except as otherwise provided herein.



Regional Incentives Program Financial Agreement

- i) No supplement, modification, amendment, or waiver of this Agreement shall be binding unless executed in writing by the parties.
- j) The provisions of this Agreement shall be binding upon and inure to the benefits of the parties and their respective successors.
- k) Each of the parties hereto will, from time to time hereafter and upon the reasonable request of any other party, make all such further acts, deeds, or assurances as may be required to more fully implement the true intent of this Agreement.



Regional Incentives Program Financial Agreement

For the Applicant(s):

Name:

For the Review Committee:

The United Counties of Stormont, Dundas and Glengarry
Name: Kirsten Gardner
Position: Wardens Delegate

For the Local Municipality:

Township of South Glengarry
Name:
Position:



Regional Incentives Program Financial Agreement



FINAL
November 30, 2018



Regional Incentives Program Financial Agreement

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Regional Incentives Program Financial Agreement

STAY, DISCOVER, GROW REGIONAL INCENTIVES PROGRAM AGREEMENT

THIS AGREEMENT made this 13 day of October 2020

BETWEEN:

Glengarry Fencibles Trust

(hereinafter referred to as the "Applicant(s)")

Of the First Part

and

THE UNITED COUNTIES OF STORMONT, DUNDAS AND GLENGARRY

-and-

THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY

(hereinafter referred to as the "County" or "local municipality",
as the case may be

Of the Second Part

WHEREAS:

- A. The County has instituted a Regional Incentive Program to promote the improvement of properties located within the SDG Region in accordance with the Stay, Discover, Grow Regional Incentives Program.
- B. The County intends to make available certain grants to property owners and others who satisfy the requirements of the Program;
- C. The Applicant has applied for and been approved by the Review Committee for participation in the Program.

THIS AGREEMENT THEREFORE WITNESSES that, for good and valuable consideration, including the mutual covenants included herein and the receipt and sufficiency of which consideration is hereby acknowledged, the parties hereto agree as follows:



Regional Incentives Program Financial Agreement

PART A: PARTICULARS OF THE PROPERTY AND GRANT

The parties hereto acknowledge and agree that the following summary particularizes both the Property and the Grant which are the subject matter of this Agreement:

Property Owner(s):	Glengarry Fencibles Trust
Authorized Applicant(s):	Brenda Baxter – President
Program Application File Number: (Local Municipality, Project Name, 01Oct18)	Exterior Improvements
Municipal Address:	4739 Frog Hollow Road, Green Valley, ON K0C1L0
Legal Description (Lot, Plan, Roll#):	PT LOT: 7RP 14R6020 PTS 14 &15
Telephone Number:	613-931-2022
Date of Approval:	October 9, 2020
Date of Amendment:	N/A
Condition:	N/A
Anticipated Commencement Date:	November 2020
Anticipated Completion Date:	July 2020



Regional Incentives Program Financial Agreement

Specific Program Funding:

Grant Stream:	Value of Grant
Façade Improvement Basic	\$
Façade Improvement Enhanced	\$9985.00
Signage Improvement Basic	\$
Signage Improvement Enhanced	\$
Property Improvement	\$
Building Improvement/Restoration Grant	\$
Building Conversion/Expansion Grant for >5000ft ²	\$
Trails Improvement Grant	\$
Feasibility, Design, and Study Grant	\$
Planning Application and Building Permit Fee Grant	\$
Total	\$9985.00

All grants contemplated under this Agreement shall be paid on a one-time basis to the local municipality in which the Property is situated for distribution to the Applicant upon final approval of the Works upon which such grant is based.



Regional Incentives Program Financial Agreement

PART B: DEFINITIONS

For the purposes of this Agreement:

- a) “Applicant” shall include an authorized tenant, occupant, or licensee in the Property as identified above and/or any person, corporation, body, or agency authorized to represent the registered Owner of such property.
- b) “Application” is the formal process, including forms and data submission, to request funding under the Program.
- c) “Review Committee” shall mean the body delegated the authority to administer and manage the Program by County Council pursuant to the Terms of Reference in place from time to time.
- d) “Owner” means the registered owner of the Property.
- e) “Program” means the SDG County Regional Incentives Program.
- f) “Property” means any piece of land, which may or may not include buildings, located within the United Counties of Stormont, Dundas and Glengarry.
- g) “Taxes” means any and all municipal and/or County levies payable by the Owner and as a result of ownership of the Property both before and after completion of the proposed Works.
- h) “Works” means any approved improvements to the Property.

PART C: OBLIGATIONS, COVENANTS AND AGREEMENTS

Project Description: Façade Improvements, including Roof, doors, roof replacement

SDG acknowledgement, recognition of the Stay, Discover Grow Regional Incentives Program:

Successful applicants will acknowledge that their project was partially funded by the County through the Stay, Discover, Grow Regional Incentives Program. Information regarding timing, suitable recognition/logo use etc. will be provided by the project start date, including, but not necessarily limited to, social media tactics, on-site portable signage, etc.

The Applicant hereby agrees:



Regional Incentives Program Financial Agreement

- a) The Applicant has applied for a grant, pursuant to the Program for the completion of the Works to the subject property and/or building(s) located thereon, which Application and the commitments made therein shall be deemed to form part of this Agreement.
- b) The Applicant confirms that the information contained within the Application was and is true and correct and that there has been no change in the information provided to the Committee in the said Application Form. The Applicant further acknowledges that the Committee has relied upon the information contained within the Application Form and the Applicant agrees that he, she, or it shall notify the Committee within seven (7) days of any change to the information provided in the said Application.
- c) The Applicant agrees to complete the Works to the subject property as set out in the Stay Discover Grow Regional Incentives Application filed September 11, 2020
- d) The Applicant acknowledges having reviewed this Agreement and agrees to be bound by the general and specific terms and conditions contained herein.
- e) The Applicant agrees to cooperate fully with the County and local municipality in respect of the grant processes contemplated by this Agreement and, further thereto, to provide any and all further documentation subsequently requested by the Review Committee, in respect of such processes and, further thereto, to execute all documentation required to achieve completion of the Works and related processes as contemplated herein.
- f) If the Applicant for any grant hereunder is not the Owner of the Property identified herein, then the said Applicant shall obtain and submit satisfactory evidence that such Owner has been notified of the Application and the Work to the Property and approves of the same.
- g) To commence work of the approved project within six (6) months of Review Committee's approval of the Application.
- h) The Review Committee reserves the right to audit the costs associated with any of the Works. If deemed necessary, audits will be undertaken at the expense of the Applicant.
- i) The Review Committee reserves the right to inspect any properties/buildings in receipt of funding under the Program.
- j) The Review Committee may discontinue any element of the Program at any time. However, Applicants with approved grants will receive funding in accordance with the terms outlined herein, and subject to approval of the necessary funds by County Council.

The Review Committee hereby agrees:



Regional Incentives Program Financial Agreement

- a) Based on the Applicant's covenants contained in this Agreement and in the Application, the Review Committee agrees to deliver the specific program funding as identified in Part A hereto to the applicable local municipality upon satisfactory proof of the completion of the Works and acceptable documentation confirming costs of such works, including but not limited to copies of invoices, final inspection if deemed necessary and proof of payment associated with the Works.

PART D: TERMINATION

The Review Committee, in its sole discretion, may delay, reduce, or cancel any grant made hereunder under any of the following circumstances:

- a) Failure to commence the Works within six (6) months of the signing of this Agreement.
- b) Failure to complete such Works within eighteen (18) months of the date of Review Committee approval of the said Works.
- c) The Works are not completed in a manner which is consistent with the description or information as set out in the application and/or are completed in a manner which is not satisfactory to the Review Committee.
- d) Demolition of the building with respect to which the Works were to be completed.
- e) Transfer of ownership of the subject property by the Owner without the prior written consent of the Committee, which consent may not be unreasonably withheld.
- f) Conversion, reconstruction or change in use of the subject property and building(s) located thereon in a manner which, in the sole discretion of the Review Committee, defeats or contravenes the purpose for which the grant was approved by the Review Committee in accordance with the grant application.
- g) Failure of the Applicant to notify the Review Committee of any change to the information provided in connection with the Application.
- h) Use of the subject property by the Applicant or with the Owner's consent (whether actual or implied) in a manner that contravenes municipal, provincial or federal law.
- i) Failure to pay any and all Taxes.

PART E: MISCELLANEOUS



Regional Incentives Program Financial Agreement

- a) This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, representations and warranties with respect to the subject matter hereof. The parties further acknowledge and agree that, in entering into this Agreement, they have not in any way relied upon, and will not in any way rely upon any oral or written agreements, representations or warranties.
- b) All official notices, demands, requests, agreements, consents, approvals and payments which may be made or are required to be given pursuant to this Agreement shall be made in writing and shall be sufficiently given if delivered personally or mailed by ordinary mail, postage pre-paid, as follows:

To the Review Committee:

United Counties of Stormont, Dundas and Glengarry
 26 Pitt Street
 Cornwall, ON K6J 3P2
 Attention: Economic Development/Tourism Division

To the Applicant:

B Baxter
 Glengarry Fencibles Trust
 4739 Frog Hollow Road,
 Green Valley, ON
 K0C1L0

- c) Words importing the singular shall include the plural and vice versa. Words importing gender shall include all genders.
- d) The headings contained in this Agreement are for reference only and in no way affect this Agreement.
- e) This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the law of Canada applicable therein from time to time and shall be treated in all respects as an Ontario Agreement.
- f) Each obligation or agreement as contained herein, even though not expressed as a covenant, is considered for all purposes to be a covenant.
- g) The validity or enforceability of any provision or covenant contained in this Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.
- h) Each covenant in this Agreement is a separate and independent covenant and a breach of covenant by any party will not relieve any other party from its obligations to perform each of its covenants, except as otherwise provided herein.
- i) No supplement, modification, amendment, or waiver of this Agreement shall be binding unless executed in writing by the parties.



Regional Incentives Program Financial Agreement

- j) The provisions of this Agreement shall be binding upon and inure to the benefits of the parties and their respective successors.
- k) Each of the parties hereto will, from time to time hereafter and upon the reasonable request of any other party, make all such further acts, deeds, or assurances as may be required to more fully implement the true intent of this Agreement.



Regional Incentives Program Financial Agreement

For the Applicant(s):

Name:

For the Review Committee:

The United Counties of Stormont, Dundas and Glengarry

Name: Kirsten Gardner

Position: Wardens Delegate

For the Local Municipality:

Township of South Glengarry

Name:

Position:



Regional Incentives Program Financial Agreement



FINAL
November 30, 2018



Regional Incentives Program Financial Agreement

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Regional Incentives Program Financial Agreement

STAY, DISCOVER, GROW REGIONAL INCENTIVES PROGRAM AGREEMENT

THIS AGREEMENT made this 13 day of October 2020

BETWEEN:

MARTINTOWN MILL

(hereinafter referred to as the “Applicant(s)”)

Of the First Part

and

THE UNITED COUNTIES OF STORMONT, DUNDAS AND GLENGARRY

-and-

THE CORPORATION OF THE Township of South Glengarry

(hereinafter referred to as the “County” or “local municipality”,
as the case may be

Of the Second Part

WHEREAS:

- A. The County has instituted a Regional Incentive Program to promote the improvement of properties located within the SDG Region in accordance with the Stay, Discover, Grow Regional Incentives Program.
- B. The County intends to make available certain grants to property owners and others who satisfy the requirements of the Program;
- C. The Applicant has applied for and been approved by the Review Committee for participation in the Program.

THIS AGREEMENT THEREFORE WITNESSES that, for good and valuable consideration, including the mutual covenants included herein and the receipt and sufficiency of which consideration is hereby acknowledged, the parties hereto agree as follows:



Regional Incentives Program Financial Agreement

PART A: PARTICULARS OF THE PROPERTY AND GRANT

The parties hereto acknowledge and agree that the following summary particularizes both the Property and the Grant which are the subject matter of this Agreement:

Property Owner(s):	Martintown Mill Preservation Society Corp
Authorized Applicant(s):	
Program Application File Number: (Local Municipality, Project Name, 01Oct18)	Martintown Mill Wall Restoration
Municipal Address:	18582 Beaverbook Road, RR1 Martintown, ON K0C1S0
Legal Description (Lot, Plan, Roll#):	010100602045050
Telephone Number:	613-360-3792
Date of Approval:	October 9, 2020
Date of Amendment:	N/A
Condition:	N/A
Anticipated Commencement Date:	April 2021
Anticipated Completion Date:	May 2021



Regional Incentives Program Financial Agreement

Specific Program Funding:

Grant Stream:	Value of Grant
Façade Improvement Basic	\$
Façade Improvement Enhanced	\$
Signage Improvement Basic	\$
Signage Improvement Enhanced	\$
Property Improvement	\$
Building Improvement/Restoration Grant	\$9100
Building Conversion/Expansion Grant for >5000ft ²	\$
Trails Improvement Grant	\$
Feasibility, Design, and Study Grant	\$
Planning Application and Building Permit Fee Grant	\$
Total	\$9100

9100

All grants contemplated under this Agreement shall be paid on a one-time basis to the local municipality in which the Property is situated for distribution to the Applicant upon final approval of the Works upon which such grant is based.



Regional Incentives Program Financial Agreement

PART B: DEFINITIONS

For the purposes of this Agreement:

- a) “Applicant” shall include an authorized tenant, occupant, or licensee in the Property as identified above and/or any person, corporation, body, or agency authorized to represent the registered Owner of such property.
- b) “Application” is the formal process, including forms and data submission, to request funding under the Program.
- c) “Review Committee” shall mean the body delegated the authority to administer and manage the Program by County Council pursuant to the Terms of Reference in place from time to time.
- d) “Owner” means the registered owner of the Property.
- e) “Program” means the SDG County Regional Incentives Program.
- f) “Property” means any piece of land, which may or may not include buildings, located within the United Counties of Stormont, Dundas and Glengarry.
- g) “Taxes” means any and all municipal and/or County levies payable by the Owner and as a result of ownership of the Property both before and after completion of the proposed Works.
- h) “Works” means any approved improvements to the Property.

PART C: OBLIGATIONS, COVENANTS AND AGREEMENTS

Project Description:

Wall Restoration

SDG acknowledgement, recognition of the Stay, Discover Grow Regional Incentives Program:

Successful applicants will acknowledge that their project was partially funded by the County through the Stay, Discover, Grow Regional Incentives Program. Information regarding timing, suitable recognition/logo use etc. will be provided by the project start date, including, but not necessarily limited to, social media tactics, on-site portable signage, etc.

The Applicant hereby agrees:



Regional Incentives Program Financial Agreement

- a) The Applicant has applied for a grant, pursuant to the Program for the completion of the Works to the subject property and/or building(s) located thereon, which Application and the commitments made therein shall be deemed to form part of this Agreement.
- b) The Applicant confirms that the information contained within the Application was and is true and correct and that there has been no change in the information provided to the Committee in the said Application Form. The Applicant further acknowledges that the Committee has relied upon the information contained within the Application Form and the Applicant agrees that he, she, or it shall notify the Committee within seven (7) days of any change to the information provided in the said Application.
- c) The Applicant agrees to complete the Works to the subject property as set out in the Stay Discover Grow Regional Incentives Application filed September 11, 2020
- d) The Applicant acknowledges having reviewed this Agreement and agrees to be bound by the general and specific terms and conditions contained herein.
- e) The Applicant agrees to cooperate fully with the County and local municipality in respect of the grant processes contemplated by this Agreement and, further thereto, to provide any and all further documentation subsequently requested by the Review Committee, in respect of such processes and, further thereto, to execute all documentation required to achieve completion of the Works and related processes as contemplated herein.
- f) If the Applicant for any grant hereunder is not the Owner of the Property identified herein, then the said Applicant shall obtain and submit satisfactory evidence that such Owner has been notified of the Application and the Work to the Property and approves of the same.
- g) To commence work of the approved project within six (6) months of Review Committee's approval of the Application.
- h) The Review Committee reserves the right to audit the costs associated with any of the Works. If deemed necessary, audits will be undertaken at the expense of the Applicant.
- i) The Review Committee reserves the right to inspect any properties/buildings in receipt of funding under the Program.
- j) The Review Committee may discontinue any element of the Program at any time. However, Applicants with approved grants will receive funding in accordance with the terms outlined herein, and subject to approval of the necessary funds by County Council.

The Review Committee hereby agrees:



Regional Incentives Program Financial Agreement

- a) Based on the Applicant's covenants contained in this Agreement and in the Application, the Review Committee agrees to deliver the specific program funding as identified in Part A hereto to the applicable local municipality upon satisfactory proof of the completion of the Works and acceptable documentation confirming costs of such works, including but not limited to copies of invoices, final inspection if deemed necessary and proof of payment associated with the Works.

PART D: TERMINATION

The Review Committee, in its sole discretion, may delay, reduce, or cancel any grant made hereunder under any of the following circumstances:

- a) Failure to commence the Works within six (6) months of the signing of this Agreement.
- b) Failure to complete such Works within eighteen (18) months of the date of Review Committee approval of the said Works.
- c) The Works are not completed in a manner which is consistent with the description or information as set out in the application and/or are completed in a manner which is not satisfactory to the Review Committee.
- d) Demolition of the building with respect to which the Works were to be completed.
- e) Transfer of ownership of the subject property by the Owner without the prior written consent of the Committee, which consent may not be unreasonably withheld.
- f) Conversion, reconstruction or change in use of the subject property and building(s) located thereon in a manner which, in the sole discretion of the Review Committee, defeats or contravenes the purpose for which the grant was approved by the Review Committee in accordance with the grant application.
- g) Failure of the Applicant to notify the Review Committee of any change to the information provided in connection with the Application.
- h) Use of the subject property by the Applicant or with the Owner's consent (whether actual or implied) in a manner that contravenes municipal, provincial or federal law.
- i) Failure to pay any and all Taxes.

PART E: MISCELLANEOUS



Regional Incentives Program Financial Agreement

- a) This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, representations and warranties with respect to the subject matter hereof. The parties further acknowledge and agree that, in entering into this Agreement, they have not in any way relied upon, and will not in any way rely upon any oral or written agreements, representations or warranties.
- b) All official notices, demands, requests, agreements, consents, approvals and payments which may be made or are required to be given pursuant to this Agreement shall be made in writing and shall be sufficiently given if delivered personally or mailed by ordinary mail, postage pre-paid, as follows:

To the Review Committee:

United Counties of Stormont, Dundas and Glengarry
 26 Pitt Street
 Cornwall, ON K6J 3P2
 Attention: Economic Development/Tourism Division

To the Applicant:

Martintown Mill
 18582 Beaverbrook Road, RR1
 Martintown, ON
 K0C 1S0

- c) Words importing the singular shall include the plural and vice versa. Words importing gender shall include all genders.
- d) The headings contained in this Agreement are for reference only and in no way affect this Agreement.
- e) This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the law of Canada applicable therein from time to time and shall be treated in all respects as an Ontario Agreement.
- f) Each obligation or agreement as contained herein, even though not expressed as a covenant, is considered for all purposes to be a covenant.
- g) The validity or enforceability of any provision or covenant contained in this Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.
- h) Each covenant in this Agreement is a separate and independent covenant and a breach of covenant by any party will not relieve any other party from its obligations to perform each of its covenants, except as otherwise provided herein.



Regional Incentives Program Financial Agreement

- i) No supplement, modification, amendment, or waiver of this Agreement shall be binding unless executed in writing by the parties.
- j) The provisions of this Agreement shall be binding upon and inure to the benefits of the parties and their respective successors.
- k) Each of the parties hereto will, from time to time hereafter and upon the reasonable request of any other party, make all such further acts, deeds, or assurances as may be required to more fully implement the true intent of this Agreement.



Regional Incentives Program Financial Agreement

For the Applicant(s):

Name:

For the Review Committee:

The United Counties of Stormont, Dundas and Glengarry
Name: Kirsten Gardner
Position: Wardens Delegate

For the Local Municipality:

Township of South Glengarry
Name:
Position:



Regional Incentives Program Financial Agreement



FINAL
November 30, 2018



Regional Incentives Program Financial Agreement

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Stay, Discover, Grow Regional Incentives Program Agreement 2

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Part B: Definitions 5

Part C: Obligations, Covenants and Agreements..... 5

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Regional Incentives Program Financial Agreement

STAY, DISCOVER, GROW REGIONAL INCENTIVES PROGRAM AGREEMENT

THIS AGREEMENT made this 13 day of October 2020

BETWEEN: **Raisin Region Conservation Authority**

(hereinafter referred to as the “Applicant(s)”) **Of the First Part**

and

THE UNITED COUNTIES OF STORMONT, DUNDAS AND GLENGARRY

-and-

THE CORPORATION OF THE SOUTH GLENGARRY

(hereinafter referred to as the “County” or “local municipality”,
as the case may be **Of the Second Part**

WHEREAS:

- A. The County has instituted a Regional Incentive Program to promote the improvement of properties located within the SDG Region in accordance with the Stay, Discover, Grow Regional Incentives Program.
- B. The County intends to make available certain grants to property owners and others who satisfy the requirements of the Program;
- C. The Applicant has applied for and been approved by the Review Committee for participation in the Program.

THIS AGREEMENT THEREFORE WITNESSES that, for good and valuable consideration, including the mutual covenants included herein and the receipt and sufficiency of which consideration is hereby acknowledged, the parties hereto agree as follows:



Regional Incentives Program Financial Agreement

PART A: PARTICULARS OF THE PROPERTY AND GRANT

The parties hereto acknowledge and agree that the following summary particularizes both the Property and the Grant which are the subject matter of this Agreement:

Property Owner(s):	Raisin Region Conservation Authority
Authorized Applicant(s):	
Program Application File Number: (Local Municipality, Project Name, 01Oct18)	Gray's Creek Marina Enhancements
Municipal Address:	18045 County Road 2, South Glengarry
Legal Description (Lot, Plan, Roll#):	CON 1 IL PT; LOT 18 PLAN 101 PT LOTS 1; 2 RP14R238 PARTS 1 TO 4
Telephone Number:	(613) 938-3611 ext. 223
Date of Approval:	October 9, 2020
Date of Amendment:	N/A
Condition:	N/A
Anticipated Commencement Date:	NOVEMBER 2020
Anticipated Completion Date:	DECEMBER 2020



Regional Incentives Program Financial Agreement

Specific Program Funding:

Grant Stream:	Value of Grant
Façade Improvement Basic	\$
Façade Improvement Enhanced	\$
Signage Improvement Basic	\$
Signage Improvement Enhanced	\$
Property Improvement	\$1830.60
Building Improvement/Restoration Grant	\$
Building Conversion/Expansion Grant for >5000ft ²	\$
Trails Improvement Grant	\$
Feasibility, Design, and Study Grant	\$
Planning Application and Building Permit Fee Grant	\$
Total	\$1830.60

All grants contemplated under this Agreement shall be paid on a one-time basis to the local municipality in which the Property is situated for distribution to the Applicant upon final approval of the Works upon which such grant is based.



Regional Incentives Program Financial Agreement

PART B: DEFINITIONS

For the purposes of this Agreement:

- a) “Applicant” shall include an authorized tenant, occupant, or licensee in the Property as identified above and/or any person, corporation, body, or agency authorized to represent the registered Owner of such property.
- b) “Application” is the formal process, including forms and data submission, to request funding under the Program.
- c) “Review Committee” shall mean the body delegated the authority to administer and manage the Program by County Council pursuant to the Terms of Reference in place from time to time.
- d) “Owner” means the registered owner of the Property.
- e) “Program” means the SDG County Regional Incentives Program.
- f) “Property” means any piece of land, which may or may not include buildings, located within the United Counties of Stormont, Dundas and Glengarry.
- g) “Taxes” means any and all municipal and/or County levies payable by the Owner and as a result of ownership of the Property both before and after completion of the proposed Works.
- h) “Works” means any approved improvements to the Property.

PART C: OBLIGATIONS, COVENANTS AND AGREEMENTS

Project Description:

Parking lot expansion

SDG acknowledgement, recognition of the Stay, Discover Grow Regional Incentives Program:

Successful applicants will acknowledge that their project was partially funded by the County through the Stay, Discover, Grow Regional Incentives Program. Information regarding timing, suitable recognition/logo use etc. will be provided by the project start date, including, but not necessarily limited to, social media tactics, on-site portable signage, etc.

The Applicant hereby agrees:



Regional Incentives Program Financial Agreement

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- c) The Applicant agrees to complete the Works to the subject property as set out in the Stay Discover Grow Regional Incentives Application filed September 11, 2020
- d) The Applicant acknowledges having reviewed this Agreement and agrees to be bound by the general and specific terms and conditions contained herein.
- e) The Applicant agrees to cooperate fully with the County and local municipality in respect of the grant processes contemplated by this Agreement and, further thereto, to provide any and all further documentation subsequently requested by the Review Committee, in respect of such processes and, further thereto, to execute all documentation required to achieve completion of the Works and related processes as contemplated herein.
- f) If the Applicant for any grant hereunder is not the Owner of the Property identified herein, then the said Applicant shall obtain and submit satisfactory evidence that such Owner has been notified of the Application and the Work to the Property and approves of the same.
- g) To commence work of the approved project within six (6) months of Review Committee's approval of the Application.
- h) The Review Committee reserves the right to audit the costs associated with any of the Works. If deemed necessary, audits will be undertaken at the expense of the Applicant.
- i) The Review Committee reserves the right to inspect any properties/buildings in receipt of funding under the Program.
- j) The Review Committee may discontinue any element of the Program at any time. However, Applicants with approved grants will receive funding in accordance with the terms outlined herein, and subject to approval of the necessary funds by County Council.

The Review Committee hereby agrees:



Regional Incentives Program Financial Agreement

- a) Based on the Applicant's covenants contained in this Agreement and in the Application, the Review Committee agrees to deliver the specific program funding as identified in Part A hereto to the applicable local municipality upon satisfactory proof of the completion of the Works and acceptable documentation confirming costs of such works, including but not limited to copies of invoices, final inspection if deemed necessary and proof of payment associated with the Works.

PART D: TERMINATION

The Review Committee, in its sole discretion, may delay, reduce, or cancel any grant made hereunder under any of the following circumstances:

- a) Failure to commence the Works within six (6) months of the signing of this Agreement.
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- d) Demolition of the building with respect to which the Works were to be completed.
- e) Transfer of ownership of the subject property by the Owner without the prior written consent of the Committee, which consent may not be unreasonably withheld.
- f) Conversion, reconstruction or change in use of the subject property and building(s) located thereon in a manner which, in the sole discretion of the Review Committee, defeats or contravenes the purpose for which the grant was approved by the Review Committee in accordance with the grant application.
- g) Failure of the Applicant to notify the Review Committee of any change to the information provided in connection with the Application.
- h) Use of the subject property by the Applicant or with the Owner's consent (whether actual or implied) in a manner that contravenes municipal, provincial or federal law.
- i) Failure to pay any and all Taxes.

PART E: MISCELLANEOUS



Regional Incentives Program Financial Agreement

- a) This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, representations and warranties with respect to the subject matter hereof. The parties further acknowledge and agree that, in entering into this Agreement, they have not in any way relied upon, and will not in any way rely upon any oral or written agreements, representations or warranties.
- b) All official notices, demands, requests, agreements, consents, approvals and payments which may be made or are required to be given pursuant to this Agreement shall be made in writing and shall be sufficiently given if delivered personally or mailed by ordinary mail, postage pre-paid, as follows:

To the Review Committee:

United Counties of Stormont, Dundas and Glengarry
 26 Pitt Street
 Cornwall, ON K6J 3P2
 Attention: Economic Development/Tourism Division

To the Applicant:

RRCA
 Attn: Lisa Vandelight
 PO Box 429, 18045 County Road 2
 Cornwall ON
 K6H 5T2

- c) Words importing the singular shall include the plural and vice versa. Words importing gender shall include all genders.
- d) The headings contained in this Agreement are for reference only and in no way affect this Agreement.
- e) This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the law of Canada applicable therein from time to time and shall be treated in all respects as an Ontario Agreement.
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- g) The validity or enforceability of any provision or covenant contained in this Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.
- h) Each covenant in this Agreement is a separate and independent covenant and a breach of covenant by any party will not relieve any other party from its obligations to perform each of its covenants, except as otherwise provided herein.



Regional Incentives Program Financial Agreement

- i) No supplement, modification, amendment, or waiver of this Agreement shall be binding unless executed in writing by the parties.
- j) The provisions of this Agreement shall be binding upon and inure to the benefits of the parties and their respective successors.
- k) Each of the parties hereto will, from time to time hereafter and upon the reasonable request of any other party, make all such further acts, deeds, or assurances as may be required to more fully implement the true intent of this Agreement.



Regional Incentives Program Financial Agreement

For the Applicant(s):

Name:

For the Review Committee:

The United Counties of Stormont, Dundas and Glengarry
Name: Kirsten Gardner
Position: Wardens Delegate

For the Local Municipality:

Township of South Glengarry
Name:
Position:



STAFF REPORT

S.R. 164-2020

PREPARED BY: Joanne Haley, GM Community Services

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: November 2, 2020

SUBJECT: Deferral of Site Plan Control Process - Martintown Animal Hospital

BACKGROUND:

1. The Site Plan Control By-Law 14-18 requires all development in the following zones to be subject to site plan control:

Residential Zones

Residential 3-Medium Density..... R3
 Residential 4-High Density..... R4

Commercial Zones

Core Commercial..... CC
 General Commercial CG
 Hamlet Commercial..... C1
 Highway Commercial..... CH

Industrial Zones

Light Industrial..... ML
 Heavy Industrial..... MH
 Rural Industrial..... MR
 Airport Industrial..... MA
 Salvage Yard SY

Institutional Zone..... IN

Environmental Protection Zones

Flood Plain FP.....FP

2. Development is defined as:

“Development” means the construction, erection placing or replacing of one or more buildings or structures on land or the making of an addition or alteration



of a building or structure that has the effect of substantially increasing the size of usability thereof;

3. The Martintown Animal Hospital located at 4910 Nine Mile Road, Martintown proposes to construct an addition at the front (south) of the building to be located on a new permanent deck that will contain a structure similar to a sunroom to serve as a reception area. They also propose to construct new roof overhangs on the east and west side to provide shelter over existing doorways.
4. This new reception area and roof over hangs are considered to be a necessity for the Martintown Animal Hospital to implement safe protocols for COVID-19 while providing customer service, however, this type of development triggers the site plan control process. As per the Ontario Building Code Act, site plan control approval is considered “applicable law” and therefore must be completed and approved prior to a building permit being issued.

ANALYSIS:

5. Building and Planning staff met with the owner of the Martintown Animal Hospital in late summer 2020 to review many options for new construction and to explain the required processes. It appears that the Animal Hospital has additional plans to address parking areas, need for larger space etc. but need an immediate solution due to the restrictions that COVID-19 has presented.
6. As we are in very unusual circumstances, administration feels it is prudent to assist our municipality’s businesses as much as possible to ensure their continued viability through the pandemic.
7. Administration recommends that the site plan control process be deferred at this time in order to permit the building permit to be issued and to allow the above-mentioned development proceed and to provide the property owners the time needed to prepare the site plan to address all the requirements outlined in the site plan control by-law. We recommend that the site plan be submitted and approved by December 31, 2021.

IMPACT ON 2020 BUDGET:

N/A

ALIGNMENT WITH STRATEGIC PLAN:

N/A



RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 164-2020 be received and that the Council of the Township of South Glengarry permits the Site Plan Control Approval process and Agreement for the Martintown Animal Hospital located at 4910 Nine Mile Road, Martintown, be deferred due to COVID-19 only, to permit the issuance of a building permit providing that the site plan control process and agreement is approved by December 31, 2021.

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

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



Township of South Glengarry

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

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

www.southglengarry.com

Environment Committee

Minutes

February 21, 2020

11:03 AM

Attendance

Stephanie Jaworski

Mike Madden

Angie Parker

Michael Schuler

Jaqueline Milner

Resource Members:

Ewen MacDonald – GM Infrastructure Services

Jennifer Brown Hawn- WSP

Kaylyn MacDonald- Deputy Clerk

Crystal LeBrun- Executive Assistant (Recording Secretary)

Tim Mills- CAO

1. Welcome & Introduction

- Stephanie welcomed the members of Advisory Committee and introductions were made
- Stephanie Jaworski accepted as Chair, and Mike Madden accepted the Vice Chair.
- It was noted that the current By-Law does not permit a member of Council from accepting the Chair; however, the Committee & Deputy Clerk are working on a revised terms for the Committee that would remove this restriction.

2. Approval of Agenda

- Members accepted the Agenda and agreed to add a letter received from a resident requesting subsidies for cloth diapers under New Business.

3. Committee Members reviewed and accepted Minutes from September 16, 2019

- It was noted that the official name of the Committee moving forward will be Environmental Advisory Committee
- Discussed the Williamstown Fair Management Committee and how they are working on a strategic plan to become more environmentally friendly. There will be an open house to discuss the future and Stephanie will keep the committee informed on the date.

4. Business Arising from the Minutes

- a) Committee Mandate
 - Committee reviewed the mandate in detail and made appropriate changes to meet the needs and goals of the committee.
 - Discussed establishing Sub Committees for events such as the Williamstown fair, Canada day to discuss use of cups, straws, and how to become more environmentally conscious
 - The Deputy Clerk will research wording on membership eligibility from other committee mandates and forward to the Committee.
- b) Tour of Cornwall Material Recovery Facility
 - Committee Members discussed feedback from the facility tour
- c) 2012 Waste Recycling Strategy
 - Committee agreed to pause on review. The Deputy Clerk will forward a copy of the 2012 Strategy in doc format to allow for markup. Committee members will review before the next meeting.

5. New Business

- a) SDG Waste Management Study Update
 - Jennifer Brown Hawn stepped out for this discussion to avoid a pecuniary interest as the RFP may be bid on by her employer (WSP)
 - Waste Management Study to be presented to council on June 1st
- b) City of Cornwall Material Recovery Facility Agreement
 - Is a one year agreement that may be extended on a month to month basis. Contract will be up Dec 1st but the SDG RFP study is not slated to be completed before January 2021. Discussed difficulty in going back to the market with the changes that are coming to waste management
- c) Blue Box Transition Update
 - Meeting on transition being held on February 26th
 - Hand picked Provincial committee formed to seek input on the transition but there is not really any rural municipal representation. Met once, Ewen wants to pull the environmental committee into it. Lack of rural participation on this committee.
 - OWMA meeting in Brockville on April 3rd for Ontario waste sector meeting, Ewen hopes to extend invitation to chair person (and any other interested members should the meeting be public)
- d) Cloth Diaper Subsidy
 - Committee agreed to table discussion on this topic until the next meeting.

6. Adjournment 1:02PM

Next Meeting will be on March 27th 11:00am

CORNWALL REGIONAL AIRPORT COMMISSION
3:00 P.M. September 10, 2020
COMMISSION HANGAR
Minutes

1) Welcome

Present:

Frank Prevost, Chair
Martin Lang
Lyle Warden
Dean Hollingsworth
Stephen Small, Manager
Ewen MacDonald, Resource Person
Bob Peters, Resource Person
Crystal LeBrun, Minutes

Regrets: Justin Towndale
Eric Bergeron

Guest: Cameron Grant
Roger Grant

The meeting was opened at 3:02 PM.

It was:
MOVED BY: Martin Lang
SECONDED BY: Dean Hollingsworth

2) That the Agenda be adopted

It was:
MOVED BY: Lyle Warden
SECONDED BY: Martin Lang

Carried

3) Approval of Minutes from May 6th, 2020

MOVED BY: Martin Lang
SECONDED BY: Dean Hollingsworth

Carried

4) Business Arising from the Minutes

Mr. Lang would like the Commission to follow up with Lawyers regarding the sale of land. Mr. MacDonald to follow up and report an update.

CORNWALL REGIONAL AIRPORT COMMISSION
3:00 P.M. September 10, 2020
COMMISSION HANGAR
Minutes

5) Correspondence

- a. None to report

6) Airport Manager Update

- Steve Small – KLT
- Appended to the minutes – Managers report attached
- Hanger 3 has been sold to Mr. Jay Beim and a new lease will be available shortly. Hanger 10 has been sold to Mr. G Givogue and Mrs. M Holt and a new lease has been prepared.

MOTION: The Commission Chair be authorized to sign new lease for new owners.

It was:

MOVED BY: Lyle Warden

SECONDED BY: Martin Lang

MOTION DEFFERED: Commission members would like to review lease terms prior to the Chair signing new lease to ensure the rates and terms of the lease are reviewed. Mr. Small will send lease agreement to committee members to review.

It was:

MOVED BY: Dean Hollingsworth

SECONDED BY: Martin Lang

Carried

7) Cameron Grant Hangar

Mr. Grant is proposing to build a large 65X65 hanger on site. Mr. Small presented the proposed location, and potential expenses, as shown in the Manager Update and attached drawings. Mr. Grant's mandate is to bring in more commercial entities to the airport.

Commission members discussed potential locations of new hanger, considering size, taxi distance, future development, washrooms, etc.

Commission would like to see a detailed proposal from Mr. Grant to better understand his business plan. The committee members believe Explorer Solutions would be able to determine the best location for the potential hanger.

Explorer Solutions are completing a second draft of the business plan and a new draft is expected within the next few weeks.

The Commission will ask Explorer Solutions to include Mr. Grant's proposal in their business plan.

CORNWALL REGIONAL AIRPORT COMMISSION
3:00 P.M. September 10, 2020
COMMISSION HANGAR
Minutes

8) Financial Report

Mr. MacDonald to send financial reports via email to Commission members.

9) Next meeting

- a. Chair will call next meeting as required

10)Adjournment

It was:

MOVED BY: Lyle Warden

SECONDED BY: Martin Lang

Meeting was adjourned at 3:44 PM



October 5, 2020

**MINUTES OF
COMMITTEE OF ADJUSTMENT**

Township of South Glengarry

A meeting of the Committee of Adjustment was held at 5:30 pm on October 5, 2020 via a public zoom webinar with phone access.

Committee Members present were: Mayor Frank Prevost, Deputy Mayor Lyle Warden (Chairperson), Councillor Sam McDonell, Councillor Martin Lang, Councillor Stephanie Jaworski, Kaylyn MacDonald, Deputy Clerk, and Secretary-Treasurer Joanne Haley

MOVED BY: Martin Lang

SECONDED BY: Frank Prevost

BE IT RESOLVED THAT the Committee of Adjustment meeting of October 5, 2020 is hereby called to order.

CARRIED

Meeting was called to order at 5:30 pm

Approval of Agenda

MOVED BY: Frank Prevost

SECONDED BY: Sam McDonell

BE IT RESOLVED THAT the Agenda be approved as presented.

CARRIED

Approval of Minutes

MOVED BY: Martin Lang

SECONDED BY: Sam McDonell

BE IT RESOLVED THAT the Minutes of the September 21st, 2020 meeting be approved as presented.

CARRIED



Declaration of Pecuniary Interest

None Declared

Review of Application:

Application A-29- 20 -Cardinal

Joanne Haley provided to the Committee the following information:

- Subject Property:

Lot 11, Registered Plan 14M-14, in the Geographic Township of Charlottenburgh, now in the Township of South Glengarry, County of Glengarry Lot 11 is contained within Place St. Laurent Subdivision- Phase 4.

- Proposed Minor Variance:

The applicant proposes to construct a single detached dwelling within the watercourse setback, the following relief from the Zoning By-Law 38-09 is requested: Part 3.39 (7) (c) - to reduce the Watercourse Setback from 30 meters to 15 meters.

- Planning:

The property is designated Residential District in the County Official Plan and is located in the Urban Settlement Area of Glen Walter. This application conforms to the general intent of the Official Plan. The property is zoned Residential One and conforms to the general intent of the Zoning By-law

- Consultation:

This application was circulated to applicable municipal staff, the RRCA was circulated on this application and I have received no public comments to date.

- Recommendation:

Planning and Building have no concerns with this application

Discussion:

S. Jaworski- With regards to the 15-meter setback, would the deck and its footing also have to respect the 15-meter setback? J. Haley confirmed that is correct.



L. Warden- In the future, would the man-made lake be allowed to be filled J. Haley explained that because it's considered a body of water with fish habitat, it would have to be reviewed by a few agencies to determine how it could be filled in. J. Haley further explains it wouldn't be our decision to make.

L. Warden- Could there be potential development on the east side of the lake in the future? J. Haley explained there might be potential development for a couple of houses, but the development potential is very limited because the municipal drain is also on the east side of the lake.

Jean Luc Cardinal 18172 Hwy 2 - Speaking as the representative of Marie Josee Cardinal & Brent Lariviere. As the developer, the lot is part of phase 4 and his clients would like to build closer to the lake, but within 15 & 30 meters.

L. Warden- will this lot be serviced by Water and Sewer? J. Haley confirmed it would be.

MOVED BY: Sam McDonell
SECONDED BY: Martin Lang

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

CARRIED

Next Meeting date: November 2, 2020

Adjournment

BE IT RESOLVED THAT the meeting of October 5, 2020 be adjourned to the call of the Chair @ 5:42 p.m.

CORNWALL REGIONAL AIRPORT COMMISSION
3:00 P.M. October 7, 2020
ZOOM Meeting
Minutes

1) Welcome

Present:

Frank Prevost, Chair
Martin Lang
Justin Towndale
Eric Bergeron
Ewen MacDonald, Resource Person
Bob Peters, Resource Person
Crystal LeBrun, Minutes

Regrets:

Lyle Warden
Stephen Small, Manager
Dean Hollingsworth

Guest:

Tim Mills, CAO South Glengarry
Jason Kipfer, Explorer Solutions
Christian Perreault, Explorer Solutions

The meeting was opened at 3:00 PM.

It was:
MOVED BY: Martin Lang
SECONDED BY: Justin Towndale

2) That the Agenda be adopted

It was:
MOVED BY: Eric Bergeron
SECONDED BY: Martin Lang

Carried

3) Approval of Minutes from May 6th, 2020

MOVED BY: Martin Lang
SECONDED BY: ---

No other member of the commission could approve minutes as they did not attend the last meeting. It was agreed upon that if another member joined late, they would go back to this agenda item.

CORNWALL REGIONAL AIRPORT COMMISSION

3:00 P.M. October 7, 2020

ZOOM Meeting

Minutes

4) Business Arising from the Minutes

- None to report.

5) Correspondence

- None to report

6) Airport Manager Update

- E. MacDonald reviewed managers report in Managers absence.
- Appended to the minutes – Managers report attached
- F. Prevost requested to have more information of the hunting policy on airport property. Is there a limit on the amount of people who can hunt?
- E. MacDonald explained that anyone hunting would need to receive permission from the airport manager.
- M. Lang indicated he has no problem with hunting on land (for turkey/deer) if the person(s) goes through the process of asking permission through Steve Small on behalf of Commission. Would like to see a limit to the number of hunters allowed as the size of the property is not large.
- J. Towndale is in approval to allow people to hunt, if it does not impact airport operations.
- E. Bergeron has no problem with allowing it.
- E. MacDonald explained he is not familiar with any previous issues with hunters and historically they have been very responsible. He suggested the commission formalize their process and allow it to continue with judgement from airport manager.
- E. MacDonald suggested the delay of the fencing project as per future discussions on the financial status of the airport.

MOTION: The Commission directs the Airport Manager to delegate authority on behalf of the Airport Commission to permit hunting on airport land using his judgment.

MOVED BY: Martin Lang
SECONDED BY: Justin Towndale

CARRIED

7) Financial Report

- E. MacDonald advised that a full report would be brought back to the 1st meeting in November with the proposed draft budget for 2020-2021.
- There is currently a cash flow concern.
- Fuel sales are down by \$20,000.
- Current Account \$2,963.69

CORNWALL REGIONAL AIRPORT COMMISSION

3:00 P.M. October 7, 2020

ZOOM Meeting

Minutes

- Fuel Account \$21,906.23
- Still waiting for an installment from City of Cornwall in the amount of \$52,000 which will be provided by the end of the year.
- E. MacDonald requested, if possible, for one of the City of Cornwall representatives to request the financial department to expedite the funds, as it would assist the cash flow.

8) Business Development Plan Update

- Presentation from Explorer Solutions
- Appended to the presentation (copy attached)

Discussion:

- J. Towndale – Requested correction/clarification on shrinking population slides as there was a conflicting number in the presentation. E. Solutions indicated they would have it corrected.
- J. Towndale- indicated that the City has recently approved funding of a Biodigester and not sure if City Council would be willing to do both. There are many ideas that were shared that can be dealt with quickly and easily (SWAT analysis). J. Towndale indicated he likes the idea of a tourism package (tourism fishing) and this can be done realistically., would like to see new revenue sources for airport, doesn't see City funding development in South Glengarry without receiving revenue kickback. Likes new hanger solution and installing cameras to capture tail numbers.
- C. Perrault explained he wants to look at new taxation for both South Glengarry and City of Cornwall.
- M. Lang - Not too excited about greenhouse development or biodigester currently. There are too many potential issues such as finding material, cost of manure. Would like to discuss the options in detail with commission to figure it all out.
- E. Bergeron- Echoed what Martin and Justin felt. Information in the presentation is what he's been waiting for. There is a lot to look at independently. Would like to look at the manager role in terms of maintenance vs management. Agreed that increasing fees would be positive as well as signage, parking & landing fees, cameras, and a manager who is marketing and soliciting. He would like to discuss the manager role at the next meeting.

9) Other Business

- None to report

10)Next meeting

- October 21, 2020

11)Adjournment

CORNWALL REGIONAL AIRPORT COMMISSION
3:00 P.M. October 7, 2020
ZOOM Meeting
Minutes

It was:

MOVED BY: Justin Towndale

SECONDED BY: Eric Bergeron

Meeting was adjourned at 4:44 PM



October 21, 2020

Via email: george.cornell@simcoe.ca

Warden George Cornell
1110 Highway 26
Midhurst ON L9X 1N6

Dear Warden Cornell and County Councillors:

Re: Request for Support from Mount St. Louis Moonstone/Skyline Horseshoe Resort and Hardwood Ski & Bike for their efforts to Declare Snowsports, Skiing and Snowboarding, Alpine and Nordic Deemed Essential in Stage 2.

The Council of the Township of Oro-Medonte, at its October 14th Council meeting, passed the following motion with respect to the above-noted matter:

Be it resolved:

that the correspondence dated October 9, 2020 from Sarah Huter, Assistant General Manager, Mount St. Louis Moonstone Ski Resort re: Request for Support from Mount St. Louis Moonstone/Skyline Horseshoe Resort and Hardwood Ski & Bike for their efforts to Declare Snowsports, Skiing and Snowboarding, Alpine and Nordic Deemed Essential in Stage 2 be received.

And whereas on March 11, 2020 the World Health Organization declared COVID-19 a global pandemic;

And whereas the Government of Ontario, County of Simcoe and Township of Oro-Medonte remain in declared state of emergency in response to the COVID-19 pandemic;

And whereas all levels of Government are effectively working collaboratively in response to the evolving COVID-19 situation;

And whereas the Government of Ontario has developed a comprehensive *Framework for Reopening our Province*;

And whereas many low risk outdoor activities were permitted to re-open in Stage 1 and 2 of the *Provincial re-opening framework*;

And whereas the timing of the release of *Stage 3 framework* and Ontario Regulation 364/20 made under *Reopening Ontario(A Flexible Response to COVID-19) Act, 2020* has not fully considered outdoor winter recreation and the operations of Ontario's ski industry;

And whereas Ontario's ski industry generates approximately \$420 million annually to the provincial economy and supports over 14,000 jobs;

And whereas nordic skiing, alpine skiing, snowboarding and snowshoeing provide low risk opportunities and outlets for participation in outdoor based activities that improve physical and mental health and overall well-being;

And whereas the ski industry has developed comprehensive operating plans and established best practices through its *Ski Well, Be Well* program to ensure compliance with regulations and public health directives and reduce the risk of COVID 19 transmission;

And whereas the Township of Oro-Medonte is the proud home to three of Ontario's largest ski resorts, Hardwood Ski and Bike, Horseshoe Resort and Mount St Louis Moonstone which provide significant local, regional and provincial economic benefits.

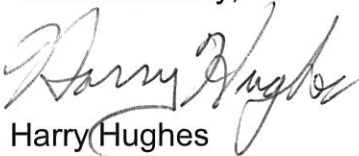
And whereas MPP Downey has advocated on behalf of these businesses.

Now therefore

On behalf of Hardwood Ski and Bike, Horseshoe Resort and Mount St. Louis Moonstone, the Council of the Township of Oro-Medonte hereby respectfully requests that the Government of Ontario consult with the ski industry through the Ontario Snow Resorts Association to review re-opening policy considerations currently impacting the industry.

And Further that a copy of this resolution be sent, under the Mayor's signature, to the County of Simcoe and Ontario municipalities for their consideration.

Yours sincerely,



Harry Hughes
Mayor

/vc

Cc: MPP Doug Downey

MPP Jill Dunlop

MP Doug Shipley

MPP Jim Wilson

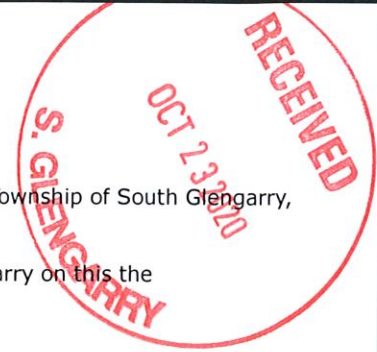
Lisa MacLeod, Minister of Heritage, Sport, Tourism and Culture Industries
Council

Shawn Binns, Director Operations & Community Services

Ontario Municipalities

NOTICE OF A PROPOSED CHANGE TO AN APPROVED RENEWABLE ENERGY PROJECT

Cornwall Solar Project



OPA Reference Number: FIT-F3SJUUQ

Project Location: The Project is located on Part of Lots 5, 6 and 7, Concession 5 within the Township of South Glengarry, United Counties of Stormont, Dundas and Glengarry.

Dated at: The Township of South Glengarry, United Counties of Stormont, Dundas and Glengarry on this the 16 day of October 2020.

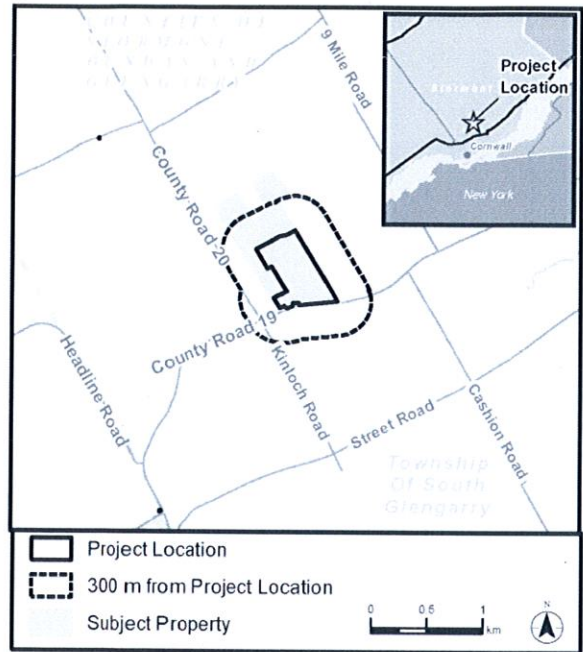
Cornwall Solar Inc. (a subsidiary of Liberty Power) was issued a Renewable Energy Approval on January 15, 2013 and an Amendment to the Renewable Energy Approval on December 17, 2014 in respect of the Cornwall Solar Project. Information with respect to the decision on this Project can be viewed on the Environmental Registry by searching the following EBR Registry Numbers: 011-6841 and 012-3158.

Cornwall Solar Inc. is proposing to make a change to the Project and the Project itself is subject to the provisions of the Environmental Protection Act (the Act) Part V.0.1 and Ontario Regulation (359/09) (the Regulation). This Notice must be distributed in accordance with Section 32.2 of the Regulation. This notice is being distributed to make the public aware of the proposed change to the Project.

Project Description and Proposed Change:

Pursuant to the Act and the Regulation, the Project in respect of which the Renewable Energy Approval was issued, is a Class 3 Solar facility.

An application has been made to the Ministry of the Environment and Converstation and Parks to change the Project and alter the terms and conditions of the existing Renewable Energy Approval. The proposed change consists of replacing the existing intermediate transformers with new intermediate transformers in the same locations. If approved with this change, the facility's total maximum name plate capacity of 10MW shall remain unchanged. The Project location, taking the proposed change into account, is shown in the map provided.



Documents for Public Inspection:

Cornwall Solar Inc. has developed a Modification Report which summarizes the minor amendment and any revisions to the supporting documents as required. A copy of the Modification Report is currently available for public inspection on the Project website: <http://www.cornwallsolarproject.com/home.html>

Copies of the final REA documents also remain available on the Project website.

Project Contacts and Information:

To learn more about the Project, or to communicate questions or comments, please contact:

Mitchell French
Manager, Asset Strategy
Liberty Power
354 Davis Rd, Suite 100
Oakville ON L6J 2X1
905-465-6137

Mitchell.French@algonquinpower.com

Laba Guebezai
Senior Manager, Environment
Liberty Algonquin Business Services
354 Davis Rd, Suite 100
Oakville ON L6J 2X1
905-465-6739

Laba.Guebezai@libertyutilities.com

Kaylyn MacDonald

From: RRPB, Mail (MECP) <RRPB.Mail@ontario.ca>
Sent: October-19-20 10:43 AM
Subject: Improving Ontario's Blue Box - Proposed Producer Responsibility Regulation
Attachments: Proposed Blue Box Regulation.pdf; Blue Box - Transition Complementary Document.pdf; Blue Box - Transition Schedule.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Our Made-in-Ontario Environment Plan commits to moving waste diversion programs, including the Blue Box Program, to the producer responsibility model to provide relief for taxpayers and reduce the amount of valuable materials that end up in landfill.

The ministry has developed a proposed producer responsibility regulation for the Blue Box Program under the [Resource Recovery and Circular Economy Act, 2016](#) and proposed amendments to Ontario Regulation 101/94.

The proposed regulation makes producers responsible for providing collection services to local communities, managing blue box materials, and establishing targets to increase diversion rates, tackle plastic waste and protecting the environment.

The ministry is committed to continuing the consultation and is sharing the proposed regulation for further feedback before finalizing the regulations by the end of 2020.

The proposed regulation identifies responsible producers for the scope of blue box materials that must be diverted and enable them to contract with producer responsibility organizations (PROs) to meet their regulatory requirements.

The proposed regulation would include printed paper, packaging, and non-alcoholic beverage containers, and expand collection requirements to include additional materials commonly put in blue boxes by residents:

- Unprinted paper;
- Single-use packaging-like products, such as foils, wraps, trays, boxes, bags; and
- Single-use items relating to food and beverage products such as straws, cutlery, plates, stir sticks.

The proposed regulation would maintain the accessibility and performance of existing deposit-return programs for alcohol beverage containers.

The proposed regulation would maintain or expand blue box services, including in communities with less than 5,000 residents. Producers would take responsibility for local Blue Box programs between 2023 and 2025 according to the proposed “Blue Box Transition Schedule” referenced in the proposed regulation. Producers would be fully responsible for all requirements, including expanding collection to communities outside the Far North that currently do not have blue box services, by 2026.

The proposed regulation also outlines a number of requirements that producers of Blue Box program will need to meet, including:

- Reporting on the amounts of blue box materials supplied and diverted each year
- Establishing collection systems, providing one convenient and accessible Common Collection System (CCS) for blue box materials in Ontario including small municipalities, unorganized territories and reserves and ensure no disruption
- Achieving management requirements for blue box materials, including diversion targets
- Providing promotion and education materials to increase consumer knowledge and awareness
- Registering with and reporting to the Resource Productivity and Recovery Authority
- Other requirements, including record keeping and third-party audits

Compostable materials are increasingly being used in products and packaging but are often managed separately from other blue box materials. The ministry is currently working with partners, including stakeholders and the federal government, on a comprehensive approach to diverting compostables. The draft regulation would require producers to register and report on the supply of these materials in Ontario to help inform future producer responsibility requirements.

In order to make the proposed regulation, the ministry would need to amend the [Resource Recovery and Circular Economy Act, 2016](#) to ensure the government has the authority in the proposed producer responsibility regulation to meet Ontario's environmental policy objectives, including to:

- Give rule-making powers to the producers and/or their PROs that develop the common collection system so they can write the system's rules; and
- Hold both producers and their PROs accountable for collecting from blue box eligible sources, meeting service standards (e.g., for frequency of collection) and other obligations.

The ministry is also proposing regulatory amendments to Ontario Regulation 101/94: Recycling and Composting of Municipal Waste that would sunset municipal obligations to run Blue Box systems once their blue box services have been transitioned to producer responsibility.

The ministry is requesting feedback on whether additional provisions are needed to support producer responsibility and an effective Common Collection System. This could include provisions to:

- Require Producer Responsibility Organizations to provide financial assurance or performance bonds as a condition of developing the rules for the Common Collection System
- Direct or encourage parties that are developing the rules for the Common Collection System to mediation, arbitration, or other dispute resolution processes during the development of the rules
- Affirm that producers have access and ownership to blue box materials that are put out for collection by residents and eligible facilities

The ministry values your input and would like to invite you to review the proposed regulation and amendments to the Acts and share your written feedback. Feedback on these regulations is due to the ministry by December 3, 2020.

For more information about the producer responsibility regulation for the Blue Box Program, please see the attached file or visit the Environmental Registry: <https://ero.ontario.ca/notice/019-2579>.

Please contact Jamelia Alleyne, Senior Policy Advisor at Jamelia.S.Alleyne@ontario.ca or 437-236-6479 to share your feedback or if you have questions related to the proposed regulation and amendments to the Acts. We look forward to your response.

Sincerely,

Charles O'Hara
Director, Resource Recovery Policy Branch
Ministry of the Environment, Conservation and Parks



Tony E. Fleming
Direct Line: 613.546.8096
E-mail: tfleming@cswan.com

BY EMAIL: kcampeau@southglengarry.com

April 15, 2020

Council – Township of South Glengarry
c/o Kelli Campeau, Clerk
34 Ottawa Street
Morrisburg, ON K0C 1X0

Dear Members of Council:

**Re: Integrity Commissioner Services - Annual Report – 2019
Township of South Glengarry; Our file No. 27625-22**

Background

In 2018, Tony Fleming of Cunningham Swan in Kingston, Ontario, was appointed as the Integrity Commissioner for the Township of South Glengarry in accordance with section 223.3(1) of the *Municipal Act*, 2001, S.O. 2001, c. 25 (the “Act”).

This report summarizes the services provided by the Integrity Commissioner to the Township of South Glengarry in 2019, in accordance with section 223.6 (1) of the *Act*. The purpose of this report is to highlight the mandate of the Integrity Commissioner and to inform Council and the public about changes to the Act that affect the process of the Integrity Commissioner and subsequently, Councils and Local Boards.

Role of the Integrity Commissioner

The Act mandates that the Integrity Commissioner is responsible for providing the following functions:

1. The application of the code of conduct for members of council and the code of conduct for members of local boards.
2. The application of any procedures, rules and policies of the municipality and local boards governing the ethical behaviour of members of council and of local boards.

3. The application of sections 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act* ("MCIA") to members of council and of local boards.
4. Requests from members of council and of local boards for advice respecting their obligations under the code of conduct applicable to the member.
5. Requests from members of council and of local boards for advice respecting their obligations under a procedure, rule or policy of the municipality or of the local board governing the ethical behaviour of members.
6. Requests from members of council and of local boards for advice respecting their obligations under the MCIA.
7. The provision of educational information to members of council, members of local boards, the municipality and the public about the municipality's codes of conduct for members of council and members of local boards and about the MCIA.¹

Codes of Conduct

Prior to March 1, 2019, Codes of Conduct for members of Councils and Local Boards were optional. On March 1, 2019 the Province mandated that requirement.² Along with that mandate, Ontario Regulation 55/18: Codes of Conduct – Prescribed Subject Matters, requires municipalities to include specific provisions within those Codes of Conduct:

1. Gifts, benefits and hospitality.
2. Respectful conduct, including conduct toward officers and employees of the municipality or the local board, as the case may be.
3. Confidential information.
4. Use of property of the municipality or of the local board, as the case may be.³

The Integrity Commissioner notes that although not required by the Province, it is essential that municipalities include a complaint protocol within their Codes of Conduct. Courts have indicated that an Integrity Commissioner relies on the Code of Conduct together with the complaint protocol as the 'home statute' of the Integrity Commissioner.⁴

We note the following important details regarding our initial process in relation to the complaint protocol:

¹ *Municipal Act*, section 223.3(1).

² *Municipal Act*, section 223.2(1).

³ *Municipal Act*, O. Reg. 55/18, section 1.

⁴ *Michael Di Biase v City of Vaughan*, 2016 ONSC 5620 at para. 43.

1. The Integrity Commissioner may attempt to resolve all or part of a complaint as part of our preliminary review process; and
2. The Integrity Commissioner may reformulate complaints or applications for inquiry if necessary, to better reflect the intent of the complainant or applicant.⁵

Integrity Commissioner Activity re: Township of South Glengarry

If Council requires ongoing training under the Code of Conduct and the MCI, Mr. Fleming is available upon request. Individual members may request advice from the Integrity Commissioner at any time. Council or members may contact Mr. Fleming in the following ways:

- 1) Council may pose a question to the Integrity Commissioner in writing regarding the broad obligations of all members (not specific to any one member);
- 2) Individual members may request advice in writing from the Integrity Commissioner in accordance with the Act.

There was one complaint submitted to the Integrity Commissioner for the Township of South Glengarry in 2019. The Integrity Commissioner deemed the complaint to be without merit, and no investigation was conducted.

We received one request for advice from a member related to their obligations to declare a conflict of interest. Requests for advice related to potential conflicts under the MCI or the Code of Conduct is the most common request for advice. We feel it is of great importance to highlight our process and imperative messages gleaned from cases around the Province to date.

Resolution of Complaints

As referenced above, the Integrity Commissioner begins the process with a preliminary review of all complaints and applications for inquiry. Where possible, we attempt to resolve disputes informally without the necessity of an investigation or inquiry. We do so where such a resolution is in the best interest of the public. Complaints and applications are dismissed if determined to be frivolous, vexatious or without merit. Applications for inquiry are dismissed if they are determined to be outside of the statutory 6-week requirement as set out in the MCI.

Although it is not always possible to pursue an informal resolution, we will make every effort to do so where there is the potential for such a resolution. This opportunity is not lost after an investigation or inquiry begins. However, it becomes more difficult where the parties (the

⁵ *Ibid*, at para. 43.

complainant/applicant and the member), either individually or collectively, are opposed to an informal resolution.

There may also be circumstances where complaints contain facts that require a thorough investigation or inquiry and report in order to provide guidance to members and the public about certain types of behaviour or incidents that generate several complaints which highlight areas of obvious public concern. In these circumstances, a public report may assist in a wider resolution of such complaints or applications, or answer questions that may avoid future complaints or misunderstandings about the role of Council.

Confidentiality

The Integrity Commissioner includes only the information in his reports that is necessary to understand the findings. In making decisions about what information to include, the Integrity Commissioner is guided by the duties set out in the Municipal Act.

Section 223.5(1) of the Act sets out the Integrity Commissioner's duty to maintain confidentiality throughout any process:

Duty of confidentiality

223.5 (1) The Commissioner and every person acting under the instructions of the Commissioner shall preserve secrecy with respect to all matters that come to his or her knowledge in the course of his or her duties under this Part.

This requirement applies to every person acting under the instruction of the Integrity Commissioner as well. Our process includes notifying the complainant or applicant, the named member(s), and any witnesses that they must keep the process confidential as required under section 223.5(1).

If a member were to share details of a complaint process with any other individual prior to the Integrity Commissioner issuing a public report, the Integrity Commissioner may view that act as a breach of the confidentiality provisions of the Code of Conduct. Further, any information not included in the report of the Integrity Commissioner remains confidential and ought to be treated as such by all parties.

Finally, any advice provided by the Integrity Commissioner to a member is confidential and the member has no obligation to share that advice with Council or any other person. The Integrity Commissioner may not release any advice that has been provided to a member without their consent. Should the member share part of the advice on their own, the advice no longer enjoys the cloak of confidentiality and the Act allows the Integrity Commissioner to release the full text of the advice at their discretion.

Independent Role of the Integrity Commissioner

Council has assigned to the Integrity Commissioner the duty to independently conduct investigations and inquiries. The Integrity Commissioner is bound by the statutory framework to undertake a thorough investigation or inquiry in an independent manner. The findings of any report represent the Integrity Commissioner's final decision.

Investigative Process

Our process for all investigations and inquiries includes:

1. Reviewing the merits of the complaint or application to determine if it is:
 - a. Frivolous;
 - b. Vexatious; or
 - c. Without merit.
2. Following this initial review (and barring any finding under paragraph 1(a) through (c)), we conduct a more thorough preliminary review that allows the named member an opportunity to respond and provides the complainant with the opportunity to respond to the member's reply. The member is then provided with one last opportunity to respond to the reply comments of the complainant.
3. Following these steps and any additional steps the Integrity Commissioner deems necessary to complete the preliminary review, the Integrity Commissioner reviews all materials and submissions to that point and decides whether to explore any opportunity for an informal resolution or move on to the investigation/inquiry stage.
4. If there is an investigation or inquiry, the Integrity Commissioner interviews those witnesses he deems relevant to the allegations, and collects all information deemed relevant to the process.
5. At the completion of the investigation or inquiry, the Integrity Commissioner issues a public report of his findings to Council for their acceptance and consideration on any recommended sanctions or penalties.

Investigation Reports

If Council finds itself in the position where it receives a report from the Integrity Commissioner, Council is performing an adjudicative function and it is required to act with a greater degree of neutrality than it normally would for other business that may come before it. It may debate the recommendations of the Integrity Commissioner only, but not the findings.

Council must avoid going "behind" the findings of the Integrity Commissioner or challenging the lines of inquiry or analysis undertaken by the Integrity Commissioner. Council does not have the benefit of the detailed investigation undertaken, as it is impossible to distill all the interviews and documents into one report. The Integrity Commissioner exercises his

discretion to report only those facts that are most relevant; which is not to say that other facts were not considered when drafting the report. Any attempt to challenge the findings of the report undermines the integrity of the process and the conclusions of the report. That type of action is unfair to the complainant or applicant, the member, and witnesses, and is beyond the scope of Council's authority under the Municipal Act.

We note that if the Integrity Commissioner recommends a financial sanction (suspension of pay up to 90 days), then the member (even though he or she would have a resulting pecuniary interest) is entitled to attempt to influence Council's decision on that recommended financial sanction. However, the member is not entitled to participate in any other portion of the debate, must still declare a conflict at the outset of Council's consideration of the report, and may not vote.⁶

Closing Remarks

We thank the Township of South Glengarry for the opportunity to act as its Integrity Commissioner. We remind members that the Integrity Commissioner is available to provide advice in accordance with the Act regarding a member's obligations under the Code of Conduct and the MCI. We note that this service provides members with the proactive ability to avoid potential complaints by requesting and acting on advice which may apply to the circumstances of the member.

Members are held to the highest standards of office in their elected positions and we thank members for their continued attention to the ethical obligations expected of them.

Please contact us with any follow-up questions. In the meantime, please find enclosed a copy of the up-to-date Certificate of Insurance for the Township of South Glengarry.

Sincerely,

Cunningham, Swan, Carty, Little & Bonham LLP



Tony E. Fleming, C.S.
LSO Certified Specialist in Municipal Law
(Local Government / Land Use Planning)
Anthony Fleming Professional Corporation
TEF:am
Enclosures

⁶ Section 5(2.10) of the *Municipal Conflict of Interest Act*.

October 26, 2020

Mayor Frank Prevost
Township of South Glengarry
PO Box 220
6 Oak Street
Lancaster, ON K0C 1N0
Tel: 613 347-1166

Dear Mayor Prevost,

As you may recall, earlier this year Council received a request from a resident for a cloth diaper subsidy and Council referred this item to the Environment Committee.

Our Committee considered this request, and while we applaud this resident's initiative and commitment to reducing their waste footprint, at this point we suggest it is more appropriate Council consider the more universal issue of South Glengarry's waste bag limit prior to considering specific subsidies for specific groups of residents.

Reducing South Glengarry's bag limit was a recommendation in the Waste Recycling Strategy report completed by Genivar for South Glengarry in 2012: *"It is recommended that the Township consider phasing in a reduction in the permitted number of garbage bags/containers set out for collection to two (2) or three (3) by the end of the WRS period (2017)."*

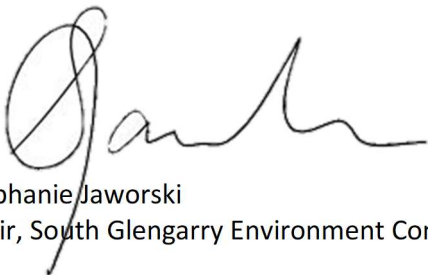
Furthermore, it is relevant to note that South Glengarry's North Lancaster landfill was opened in 1977 and is expected to reach capacity in 2029 and the Beaverbrook Landfill also opened in 1977 and is expected to reach capacity in 2033.

At our recent meeting of South Glengarry's Environment Committee on October 23rd 2020, we passed a motion that I write a letter on behalf of the Environment Committee recommending Council consider reducing the bag limits for residential curbside waste pickup.

As recommended by Genivar in 2012, our Committee recommends a phased-in approach to any bag limit reductions, coupled with enhanced waste diversion strategies.

If you have any questions or comments, our Committee is happy to discuss this further.

Best regards,



Stephanie Jaworski
Chair, South Glengarry Environment Committee



MUNICIPAL FINANCE
OFFICERS' ASSOCIATION
OF ONTARIO

MFOA Request for One Year Extension of Deadlines in O. Reg. 588/17 - Sample Resolution

WHEREAS the COVID-19 pandemic has had significant financial and operational impacts on Ontario municipalities;

AND WHEREAS municipalities have had to divert resources towards addressing the immediate needs of the pandemic and maintaining service delivery standards despite evolving restrictions and limited funds;

AND WHEREAS the Government of Ontario has delayed timelines with respect to several pieces of legislation;

AND WHEREAS the Government of Ontario has regulated municipal asset management through O. Reg. 588/17: Asset Management Planning for Municipal Infrastructure under the *Infrastructure for Jobs and Prosperity Act, 2015*;

AND WHEREAS O. Reg. 588/17 mandates that every municipality shall prepare an asset management plan in respect of its core municipal infrastructure assets by July 1, 2021, and in respect of all of its other municipal infrastructure assets by July 1, 2023;

AND WHEREAS the key components of an asset management plan as required by the regulation are:

1. Infrastructure asset inventory
2. Levels of service
3. Lifecycle management and financial strategy

AND WHEREAS there is a concern amongst Municipal Finance Officers' Association of Ontario (MFOA) members and their municipalities that current capacity challenges (redeployment of staff, and lack of available resources) will result in limitations for purposeful asset management planning;

AND WHEREAS Ontario municipalities do not anticipate the current capacity challenges to be resolved in the short-term;

NOW THEREFORE BE IT RESOLVED that **THE MUNICIPALITY OF** supports MFOA's letter to the Ministry of Infrastructure requesting a one-year extension of deadlines in O. Reg. 588/17: Asset Management Planning for Municipal Infrastructure under the *Infrastructure for Jobs and Prosperity Act, 2015*; so that all municipalities can focus on the immediate needs of the pandemic and engage in municipal asset management planning when capacity challenges are resolved.

INFORMATION REPORT



REPORT TO: Council of the Township of South Glengarry

MEETING DATE: November 2, 2020

SUBJECT: Notice of Consent Decisions

PREPARED BY: Joanne Haley- GM- Community Services

RE: Notice of Consent Decision

Please find attached Five "Notice of Decision" letters from the United Counties of Stormont, Dundas, and Glengarry as well as the memo for the application recommending approval. The recommendations and conditions requested have been included in the decisions as requested.



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

The Approval Authority for the United Counties of Stormont, Dundas and Glengarry did, on **Wednesday, October 21, 2020**, decide that **PROVISIONAL CONSENT WILL BE GIVEN** to:

APPLICATION NO. B-65-20

OWNER: Luc Roy

MUNICIPALITY: South Glengarry

The Approval Authority considered all oral and written submissions made on this application, the effect of which helped the Approval Authority make an informed decision. Conditions are the result of public and agency comments.

Provided that the following conditions are fulfilled to the satisfaction of the Administrative Assistant-Planning:

1. That the applicant pay a review fee of \$200.00 to the Township of South Glengarry. The Township of South Glengarry will clear the condition with the Administrative Assistant-Planning.
2. That the applicant pay a Parkland fee of \$1,000.00 to the Township of South Glengarry. The Township of South Glengarry will clear the condition with the Administrative Assistant-Planning.
3. The applicants must acknowledge that a zoning change may be required prior to development of each lot due to the property being located within three different zones. The Township of South Glengarry will clear the condition with the Administrative Assistant-Planning.
4. The applicants must acknowledge that prior to development of each lot, approval must be provided from the Township's Water and Wastewater Department for capacity of wastewater flows. The Township of South Glengarry will clear the condition with the Administrative Assistant-Planning.
5. That the applicant provides Raisin Region Conservation with an Environmental Impact Study.
 - To verify the Significant Woodlands, watercourse setbacks, and natural heritage features and linkages for example.
 - The study by a qualified professional shall follow the requirements of Section 5.5.7, Environmental Impact Study within the SDG Official Plan.
 Raisin Region Conservation will clear the condition with the Administrative Assistant-Planning.
6. That the Administrative Assistant-Planning be provided with a description of the land to be conveyed that is consistent with the application and sufficient and equal to that required for the registration of a deed or other conveyance of land under the provisions of the Registry Act. Three (3) copies of the new deed for the severed parcel are to be provided to the Administrative Assistant-Planning for the issuance of the certificate of the Secretary, and the stamping fee of \$220.00 must accompany the deeds. Upon providing a paper copy of the Deposited Reference Plan to the Administrative Assistant-Planning, a digital copy, which can be emailed, in a PDF or TIF format must also be submitted.

OFFICIAL RENDERING THE ABOVE DECISION:

Benjamin de Haan, P. Eng
Approval Authority

I, Megan Boudens, Administrative Assistant-Planning, do hereby certify that the above is a true copy of the **Decision** of the Approval Authority with respect to the application recorded herein.

Megan Boudens, Administrative Assistant

NOTE: The Planning Act provides that where conditions are imposed and the applicant(s) has/have not fulfilled the conditions to the satisfaction of the Administrative Assistant-Planning **WITHIN ONE YEAR** after notice was given, the application for consent shall thereupon be deemed to be refused. **THE LAST DAY TO SUBMIT DOCUMENTS TO THE ADMINISTRATIVE ASSISTANT-PLANNING TO SHOW THAT THE CONDITIONS HAVE BEEN FULFILLED IS:**

October 21, 2021

THE LAST DAY TO SUBMIT AN APPEAL AGAINST THIS DECISION IS: NOVEMBER 10, 2020



**DEPARTMENT OF TRANSPORTATION
AND PLANNING SERVICES**

26 Pitt Street, Suite 223, Cornwall, Ontario K6J 3P2

Tel: 613-932-1515 • Fax: 613-936-2913 • Email info@sdgcounties.ca • www.sdgcounties.ca

NOTICE OF DECISION

APPLICATION NO. B-65-20

NAME: Luc Roy, Michelle Roy, Gisele Marion-Roy, Monique Roy & Manon Roy

MUNICIPALITY: Township of South Glengarry (Former Geographic Charlottenburgh Twp.)

Attached is a copy of the Decision with respect to the above noted Application for Consent.

You may be entitled to receive notice of any changes to the conditions of the provisional consent if you have made either a written request to be notified of the Decision or a written request to be notified of changes to the conditions.

The applicant and every agency or other person to whom Notice of Decision is sent, may, within **twenty (20) days** of the date of giving the Notice of Decision, appeal to the Local Planning Appeal Tribunal:

- a) the Decision of the Approval Authority; and/or
- b) any or all of the conditions imposed by the Approval Authority.

Any appeal to the Local Planning Appeal Tribunal must be made on the proper Appellant Form (A1), which can be obtained from this office. You must enclose the appeal fee of \$400.00 for each application appealed, paid by certified cheque or money order, made payable to the Minister of Finance. The completed Appellant Form and payment are to be returned to the Administrative Assistant-Planning, United Counties of S. D. & G. who will forward all documents to the Local Planning Appeal Tribunal.

Only individuals, corporations and public bodies may appeal decisions in respect of applications for consent to the Local Planning Appeal Tribunal. A notice of appeal may not be filed in the name of an individual who is a member of the association or group.

Additional information regarding this application and decision is available during business hours at the office of the Administrative Assistant - Planning, at the above address or by calling the office at **932-1515, Extension 218**.

LAST DATE TO SUBMIT AN APPEAL ON THIS DECISION IS: November 10, 2020

Date of giving of this notice is: October 21, 2020

Megan Boudens
Administrative Assistant-Planning
Email: mboudens@sdgcounties.ca



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

DECISION

The Approval Authority for the United Counties of Stormont, Dundas and Glengarry did, on **Wednesday, October 21, 2020**, decide that **PROVISIONAL CONSENT WILL BE GIVEN** to:

APPLICATION NO. B-66-20

OWNER: Luc Roy

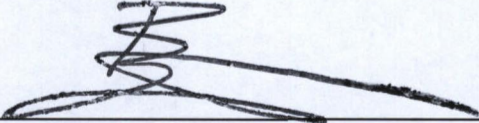
MUNICIPALITY: South Glengarry

The Approval Authority considered all oral and written submissions made on this application, the effect of which helped the Approval Authority make an informed decision. Conditions are the result of public and agency comments.

Provided that the following conditions are fulfilled to the satisfaction of the Administrative Assistant-Planning:

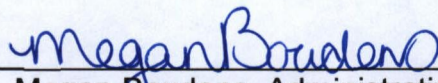
1. That the applicant pay a review fee of \$200.00 to the Township of South Glengarry. The Township of South Glengarry will clear the condition with the Administrative Assistant-Planning.
2. That the applicant pay a Parkland fee of \$1,000.00 to the Township of South Glengarry. The Township of South Glengarry will clear the condition with the Administrative Assistant-Planning.
3. The applicants must acknowledge that a zoning change may be required prior to development of each lot due to the property being located within three different zones. The Township of South Glengarry will clear the condition with the Administrative Assistant-Planning.
4. The applicants must acknowledge that prior to development of each lot, approval must be provided from the Township's Water and Wastewater Department for capacity of wastewater flows. The Township of South Glengarry will clear the condition with the Administrative Assistant-Planning.
5. That the Administrative Assistant-Planning be provided with a description of the land to be conveyed that is consistent with the application and sufficient and equal to that required for the registration of a deed or other conveyance of land under the provisions of the Registry Act. Three (3) copies of the new deed for the severed parcel are to be provided to the Administrative Assistant-Planning for the issuance of the certificate of the Secretary, and the stamping fee of \$220.00 must accompany the deeds. Upon providing a paper copy of the Deposited Reference Plan to the Administrative Assistant-Planning, a digital copy, which can be emailed, in a PDF or TIF format must also be submitted.

OFFICIAL RENDERING THE ABOVE DECISION:



Benjamin de Haan, P. Eng
Approval Authority

I, Megan Boudens, Administrative Assistant-Planning, do hereby certify that the above is a true copy of the **Decision** of the Approval Authority with respect to the application recorded herein.



Megan Boudens, Administrative Assistant

NOTE: The Planning Act provides that where conditions are imposed and the applicant(s) has/have not fulfilled the conditions to the satisfaction of the Administrative Assistant-Planning **WITHIN ONE YEAR** after notice was given, the application for consent shall thereupon be deemed to be refused. **THE LAST DAY TO SUBMIT DOCUMENTS TO THE ADMINISTRATIVE ASSISTANT-PLANNING TO SHOW THAT THE CONDITIONS HAVE BEEN FULFILLED IS:**

October 21, 2021

THE LAST DAY TO SUBMIT AN APPEAL AGAINST THIS DECISION IS: **NOVEMBER 10, 2020**



**DEPARTMENT OF TRANSPORTATION
AND PLANNING SERVICES**

26 Pitt Street, Suite 223, Cornwall, Ontario K6J 3P2

Tel: 613-932-1515 • Fax: 613-936-2913 • Email info@sdgcounties.ca • www.sdgcounties.ca

NOTICE OF DECISION

APPLICATION NO. B-66-20

NAME: Luc Roy, Michelle Roy, Gisele Marion-Roy, Monique Roy & Manon Roy

MUNICIPALITY: Township of South Glengarry (Former Geographic Charlottenburgh Twp.)

Attached is a copy of the Decision with respect to the above noted Application for Consent.

You may be entitled to receive notice of any changes to the conditions of the provisional consent if you have made either a written request to be notified of the Decision or a written request to be notified of changes to the conditions.

The applicant and every agency or other person to whom Notice of Decision is sent, may, within **twenty (20) days** of the date of giving the Notice of Decision, appeal to the Local Planning Appeal Tribunal:

- a) the Decision of the Approval Authority; and/or
- b) any or all of the conditions imposed by the Approval Authority.

Any appeal to the Local Planning Appeal Tribunal must be made on the proper Appellant Form (A1), which can be obtained from this office. You must enclose the appeal fee of \$400.00 for each application appealed, paid by certified cheque or money order, made payable to the Minister of Finance. The completed Appellant Form and payment are to be returned to the Administrative Assistant-Planning, United Counties of S. D. & G. who will forward all documents to the Local Planning Appeal Tribunal.

Only individuals, corporations and public bodies may appeal decisions in respect of applications for consent to the Local Planning Appeal Tribunal. A notice of appeal may not be filed in the name of an individual who is a member of the association or group.

Additional information regarding this application and decision is available during business hours at the office of the Administrative Assistant - Planning, at the above address or by calling the office at **932-1515, Extension 218**.

LAST DATE TO SUBMIT AN APPEAL ON THIS DECISION IS: November 10, 2020

Date of giving of this notice is: October 21, 2020

Megan Boudens
Administrative Assistant-Planning
Email: mboudens@sdgcounties.ca



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

The Approval Authority for the United Counties of Stormont, Dundas and Glengarry did, on **Wednesday, October 21, 2020**, decide that **PROVISIONAL CONSENT WILL BE GIVEN** to:

APPLICATION NO. B-67-20

OWNER: Luc Roy

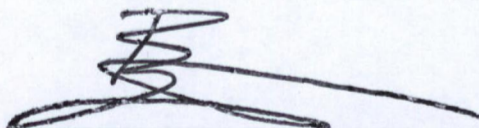
MUNICIPALITY: South Glengarry

The Approval Authority considered all oral and written submissions made on this application, the effect of which helped the Approval Authority make an informed decision. Conditions are the result of public and agency comments.

Provided that the following conditions are fulfilled to the satisfaction of the Administrative Assistant-Planning:

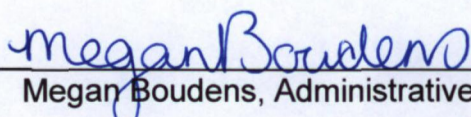
1. That the applicant pay a review fee of \$200.00 to the Township of South Glengarry. The Township of South Glengarry will clear the condition with the Administrative Assistant-Planning.
2. That the applicant pay a Parkland fee of \$1,000.00 to the Township of South Glengarry. The Township of South Glengarry will clear the condition with the Administrative Assistant-Planning.
3. The applicants must acknowledge that a zoning change may be required prior to development of each lot due to the property being located within three different zones. The Township of South Glengarry will clear the condition with the Administrative Assistant-Planning.
4. The applicants must acknowledge that prior to development of each lot, approval must be provided from the Township's Water and Wastewater Department for capacity of wastewater flows. The Township of South Glengarry will clear the condition with the Administrative Assistant-Planning.
5. That the Administrative Assistant-Planning be provided with a description of the land to be conveyed that is consistent with the application and sufficient and equal to that required for the registration of a deed or other conveyance of land under the provisions of the Registry Act. Three (3) copies of the new deed for the severed parcel are to be provided to the Administrative Assistant-Planning for the issuance of the certificate of the Secretary, and the stamping fee of \$220.00 must accompany the deeds. Upon providing a paper copy of the Deposited Reference Plan to the Administrative Assistant-Planning, a digital copy, which can be emailed, in a PDF or TIF format must also be submitted.

OFFICIAL RENDERING THE ABOVE DECISION:



Benjamin de Haan, P. Eng
Approval Authority

I, Megan Boudens, Administrative Assistant-Planning, do hereby certify that the above is a true copy of the **Decision** of the Approval Authority with respect to the application recorded herein.



Megan Boudens, Administrative Assistant

NOTE: The Planning Act provides that where conditions are imposed and the applicant(s) has/have not fulfilled the conditions to the satisfaction of the Administrative Assistant-Planning **WITHIN ONE YEAR** after notice was given, the application for consent shall thereupon be deemed to be refused. **THE LAST DAY TO SUBMIT DOCUMENTS TO THE ADMINISTRATIVE ASSISTANT-PLANNING TO SHOW THAT THE CONDITIONS HAVE BEEN FULFILLED IS:**

October 21, 2021

THE LAST DAY TO SUBMIT AN APPEAL AGAINST THIS DECISION IS: **NOVEMBER 10, 2020**



**DEPARTMENT OF TRANSPORTATION
AND PLANNING SERVICES**

26 Pitt Street, Suite 223, Cornwall, Ontario K6J 3P2

STORMONT · DUNDAS · GLENGARRY

Tel: 613-932-1515 • Fax: 613-936-2913 • Email info@sdgcounties.ca • www.sdgcounties.ca

NOTICE OF DECISION

APPLICATION NO. B-67-20

NAME: Luc Roy, Michelle Roy, Gisele Marion-Roy, Monique Roy & Manon Roy

MUNICIPALITY: Township of South Glengarry (Former Geographic Charlottenburgh Twp.)

Attached is a copy of the Decision with respect to the above noted Application for Consent.

You may be entitled to receive notice of any changes to the conditions of the provisional consent if you have made either a written request to be notified of the Decision or a written request to be notified of changes to the conditions.

The applicant and every agency or other person to whom Notice of Decision is sent, may, within **twenty (20) days** of the date of giving the Notice of Decision, appeal to the Local Planning Appeal Tribunal:

- a) the Decision of the Approval Authority; and/or
- b) any or all of the conditions imposed by the Approval Authority.

Any appeal to the Local Planning Appeal Tribunal must be made on the proper Appellant Form (A1), which can be obtained from this office. You must enclose the appeal fee of \$400.00 for each application appealed, paid by certified cheque or money order, made payable to the Minister of Finance. The completed Appellant Form and payment are to be returned to the Administrative Assistant-Planning, United Counties of S. D. & G. who will forward all documents to the Local Planning Appeal Tribunal.

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Additional information regarding this application and decision is available during business hours at the office of the Administrative Assistant - Planning, at the above address or by calling the office at **932-1515, Extension 218**.

LAST DATE TO SUBMIT AN APPEAL ON THIS DECISION IS: November 10, 2020

Date of giving of this notice is: October 21, 2020

Megan Boudens
Administrative Assistant-Planning
Email: mboudens@sdgcounties.ca

INFORMATION REPORT



REPORT TO: Council of the Township of South Glengarry

MEETING DATE: October 19, 2020

SUBJECT: Consent Applications B-65, 66 & 67-20

PREPARED BY: Joanne Haley, GM Community Services

RE: B- 65, 66 & 67-20

Part Lot 6, Concession 9

Former Township of Charottenburgh

The Roy Family

Type of Consent: To create three new lots for commercial development

Subject:

The subject property is located on part of lot 6, Concession 9 on the east side of County Road 34 in the settlement area of Green Valley. The purpose of these applications are to create 3 new lots for future commercial development. The lots range from 2.4 acres to 3.1 acres in size and can be serviced by municipal waste water.

Official Plan Designations:

A portion of the subject property is designated Commercial District and Residential District and is located in the Urban Settlement Area of Green Valley and a portion is located in the Rural District at the north end of the property. These proposed consents conform to the Official Plan.

Zoning By-law:

The subject property is zoned Highway Commercial, Residential One- Holding and Rural; the proposed severances conform to the Zoning By-Law.

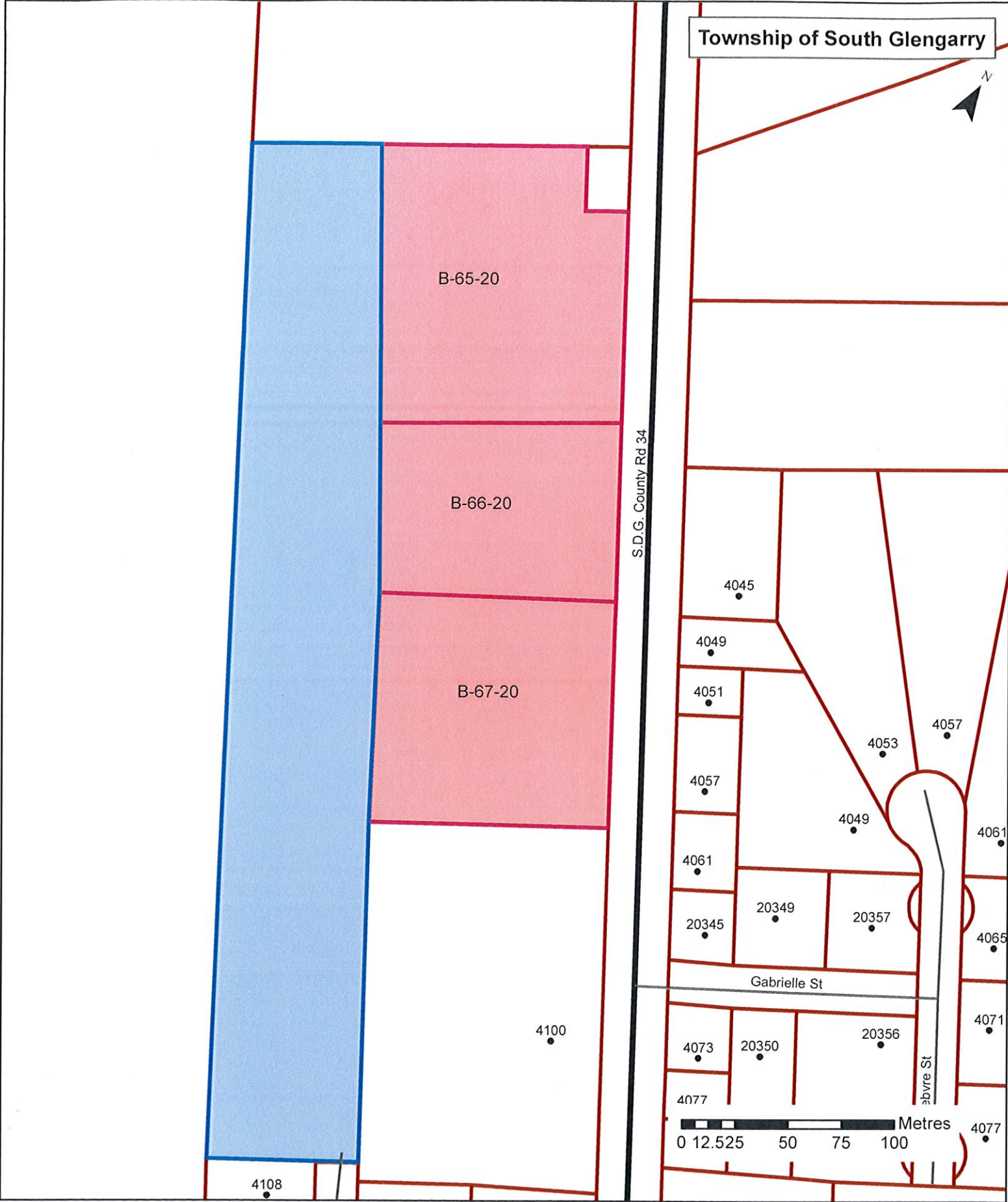
Proposed Recommendation:

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

1. A review fee of \$200.00 must be paid to the Township for each application.
2. A Parkland fee of \$1,000.00 must be paid to the Township for each application.

3. The applicants must acknowledge that a zoning change may be required prior to development of each lot due to the property being located within three different zones.
4. The applicants must acknowledge that prior to development of each lot, approval must be provided from the Township's Water and Wastewater Department for capacity of wastewater flows.

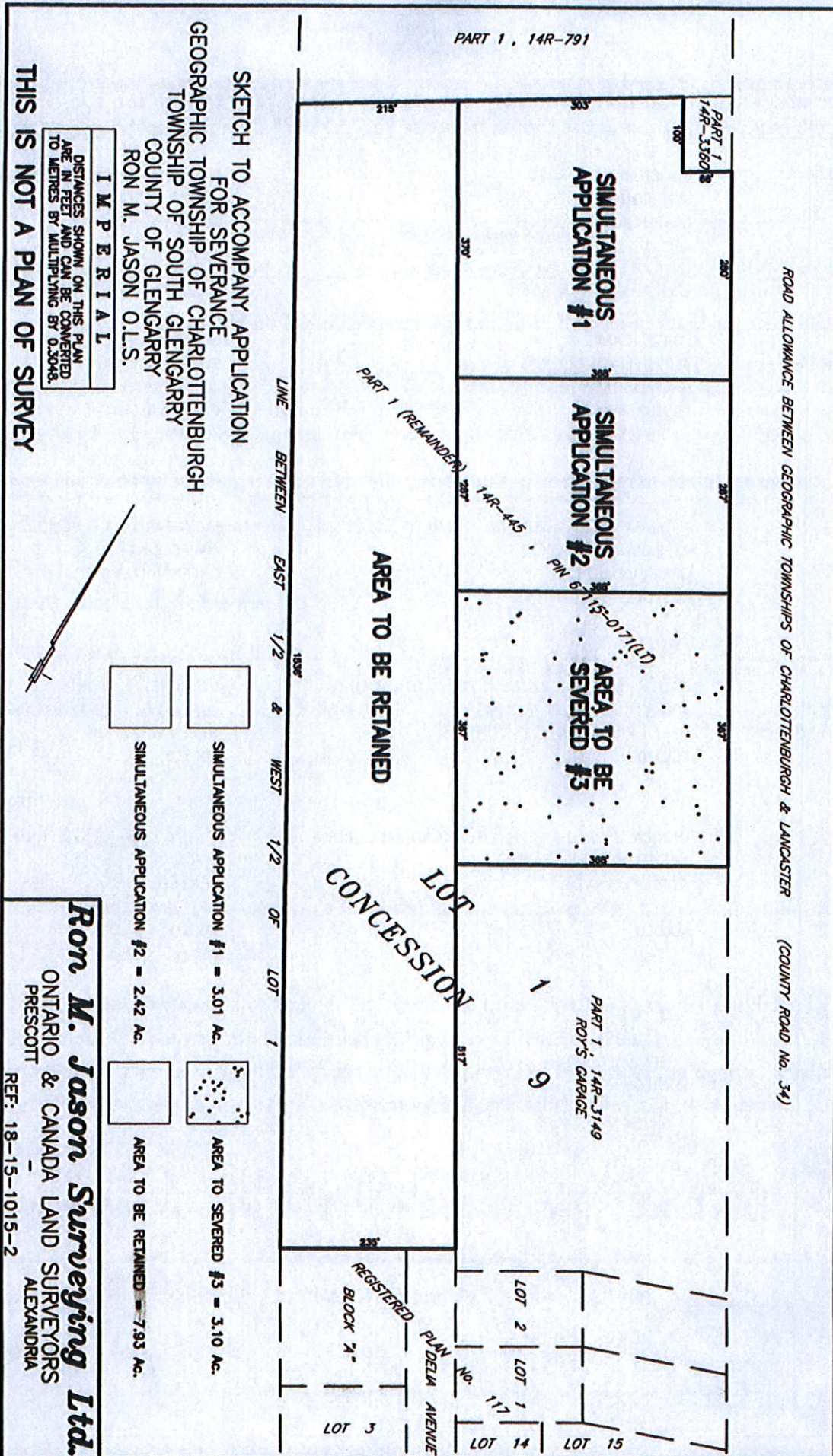
Township of South Glengarry



- Retained ~ 7.93 acres
- B-65-20 - Severed ~ 3.01 acres
- B-66-20 - Severed ~ 2.42 acres
- B-67-20 - Severed ~ 2.10 acres

Application Number:
B-65-20, B-66-20 and B-67-20







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

The Approval Authority for the United Counties of Stormont, Dundas and Glengarry did, on **Thursday, October 8, 2020**, decide that **PROVISIONAL CONSENT WILL BE GIVEN** to:

APPLICATION NO. B-60-20

OWNER: Kylie Alford & Edwin Kuipers

MUNICIPALITY: South Glengarry

The Approval Authority considered all oral and written submissions made on this application, the effect of which helped the Approval Authority make an informed decision. Conditions are the result of public and agency comments.

Provided that the following conditions are fulfilled to the satisfaction of the Administrative Assistant-Planning:

1. That a review fee of \$200.00 be paid to the Township of South Glengarry. The Township of South Glengarry will clear the condition with the Administrative Assistant-Planning.
2. That a Parkland fee of \$1,000.00 be paid to the Township of South Glengarry. The Township of South Glengarry will clear the condition with the Administrative Assistant-Planning.
3. A Minor Variance must be applied for and approved to reduce the minimum lot area for both the severed and retained parcels. The Township of South Glengarry will clear the condition with the Administrative Assistant-Planning.
4. A Septic System review fee of \$170.00 must be paid to the Township to cover the costs to review the report and design prepared to support this application. The Township of South Glengarry will clear the condition with the Administrative Assistant-Planning.
5. The applicant must prepare an MDS I Calculation to determine the required distance from an existing livestock facility to the proposed building lot. If the required distance cannot be met a minor variance must be applied for and approved prior to final consent. The Township of South Glengarry will clear the condition with the Administrative Assistant-Planning.
6. The owner shall provide a formal acknowledgement noting that they will advise purchasers that an entrance permit from the County is required at the time of development. The County Engineer will clear the condition with the Administrative Assistant-Planning.
7. That the Administrative Assistant-Planning be provided with a description of the land to be conveyed that is consistent with the application and sufficient and equal to that required for the registration of a deed or other conveyance of land under the provisions of the Registry Act. Three (3) copies of the new deed for the severed parcel are to be provided to the Administrative Assistant-Planning for the issuance of the certificate of the Secretary, and the stamping fee of \$220.00 must accompany the deeds. Upon providing a paper copy of the Deposited Reference Plan to the Administrative Assistant-Planning, a digital copy, which can be emailed, in a PDF or TIF format must also be submitted.

OFFICIAL RENDERING THE ABOVE DECISION:

Benjamin de Haan, P. Eng
Approval Authority

I, Megan Boudens, Administrative Assistant-Planning, do hereby certify that the above is a true copy of the **Decision** of the Approval Authority with respect to the application recorded herein.

NOTE: The Planning Act provides that where conditions are imposed and the applicant(s) has/have not fulfilled the conditions to the satisfaction of the Administrative Assistant-Planning **WITHIN ONE YEAR** after notice was given, the application for consent shall thereupon be deemed to be refused. **THE LAST DAY TO SUBMIT DOCUMENTS TO THE ADMINISTRATIVE ASSISTANT-PLANNING TO SHOW THAT THE CONDITIONS HAVE BEEN FULFILLED IS:**

October 08, 2021

THE LAST DAY TO SUBMIT AN APPEAL AGAINST THIS DECISION IS: **OCTOBER 28, 2020**



**DEPARTMENT OF TRANSPORTATION
AND PLANNING SERVICES**

26 Pitt Street, Suite 223, Cornwall, Ontario K6J 3P2

STORMONT · DUNDAS · GLENGARRY

Tel: 613-932-1515 • Fax: 613-936-2913 • Email info@sdgcounties.ca • www.sdgcounties.ca

NOTICE OF DECISION

APPLICATION NO. B-60-20

NAME: Kylie Alford & Edwin Kuipers

MUNICIPALITY: Township of South Glengarry (Former Geographic Charlottenburgh Twp.)

Attached is a copy of the Decision with respect to the above noted Application for Consent.

You may be entitled to receive notice of any changes to the conditions of the provisional consent if you have made either a written request to be notified of the Decision or a written request to be notified of changes to the conditions.

The applicant and every agency or other person to whom Notice of Decision is sent, may, within **twenty (20) days** of the date of giving the Notice of Decision, appeal to the Local Planning Appeal Tribunal:

- a) the Decision of the Approval Authority; and/or
- b) any or all of the conditions imposed by the Approval Authority.

Any appeal to the Local Planning Appeal Tribunal must be made on the proper Appellant Form (A1), which can be obtained from this office. You must enclose the appeal fee of \$400.00 for each application appealed, paid by certified cheque or money order, made payable to the Minister of Finance. The completed Appellant Form and payment are to be returned to the Administrative Assistant-Planning, United Counties of S. D. & G. who will forward all documents to the Local Planning Appeal Tribunal.

Only individuals, corporations and public bodies may appeal decisions in respect of applications for consent to the Local Planning Appeal Tribunal. A notice of appeal may not be filed in the name of an individual who is a member of the association or group.

Additional information regarding this application and decision is available during business hours at the office of the Administrative Assistant - Planning, at the above address or by calling the office at **932-1515, Extension 218**.

LAST DATE TO SUBMIT AN APPEAL ON THIS DECISION IS: October 28, 2020

Date of giving of this notice is: October 8, 2020

Megan Boudens
Administrative Assistant-Planning
Email: mboudens@sdgcounties.ca

INFORMATION REPORT

REPORT TO: Council of the Township of South Glengarry

MEETING DATE: September 8, 2020

SUBJECT: Consent Application B-60-20

PREPARED BY: Joanne Haley, GM Community Services

RE: B-60-20
Part Lot 36, Concession 7
Former Township of Charlottenburgh
Kuipers/Alford
Type of Consent: To Create a Building Lot

Subject:

The subject property is located on part of lot 36, Concession 7, on the west side of County Road 20, in the settlement area of Martintown. The purpose of this application is to create a 0.6 acre building lot while retaining approximately 0.6 acres of residentially developed land.

Official Plan Designations:

The subject property is located within the Rural Settlement Area of Martintown. This proposed consent conforms to the Official Plan.

Zoning By-law:

The subject property is zoned Rural in the Township's Zoning By-Law. This proposed consent does not conform to the Township's zoning by-law as the proposed severed and retain parcels are undersized and therefore do not conform to the require minimum lot area of 1 acre. An investigation was completed by a certified septic system designer to ensure that there is an adequate area to install a new septic system should this severance application be approved. The designer also reviewed the existing system; this system is in good working order; the designer also ensured that creating a new lot will not negatively impact this system.

Proposed Recommendation:

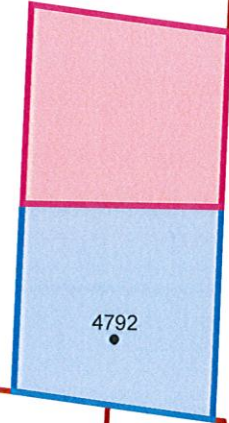
That the United Counties of SDG Manager of Planning approves this application for consent as it conforms to the PPS, the Official Plan and the Zoning By-Law. This consent will be subject to the following conditions:

1. A review fee of \$200.00 must be paid to the Township.
2. A Parkland fee of \$1,000.00 must be paid to the Township.
3. A Minor Variance must be applied for and approved to reduce the minimum lot area for both the severed and retained parcels.
4. The Township of South Glengarry will complete a site visit of the severed and retained lands to ensure that there are no concerns with the installation of septic systems in the future. Further information may be required from the applicant once the site visit is completed. The applicant will be required to attend to the Township office to apply for a site visit and to file a fee of \$170.00.
5. The applicant must prepare an MDS I Calculation to determine the required distance from an existing livestock facility to the proposed building lot. If the required distance cannot be met a minor variance must be applied for and approved prior to final consent.

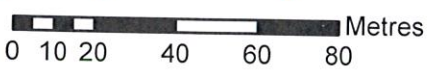
Township of South Glengarry



S.D.G. County Rd 20



Beaver Brook Rd



- Retained ~ 0.67 acres
- Severed ~ 0.67 acres

Application Number: B-60-20





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

The Approval Authority for the United Counties of Stormont, Dundas and Glengarry did, on **Thursday, October 8, 2020**, decide that **PROVISIONAL CONSENT WILL BE GIVEN** to:

APPLICATION NO. B-63-20

OWNER: Glenfallow Farm Ltd.

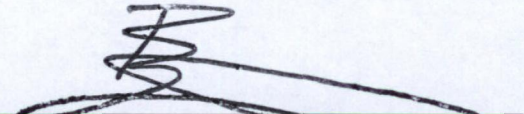
MUNICIPALITY: South Glengarry

The Approval Authority considered all oral and written submissions made on this application, the effect of which helped the Approval Authority make an informed decision. Conditions are the result of public and agency comments.

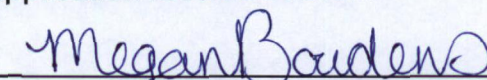
Provided that the following conditions are fulfilled to the satisfaction of the Administrative Assistant-Planning:

1. A review fee of \$200.00 be paid to the Township of South Glengarry. The Township of South Glengarry will clear the condition with the Administrative Assistant-Planning.
2. A Parkland fee of \$1,000.00 be paid to the Township of South Glengarry. The Township of South Glengarry will clear the condition with the Administrative Assistant-Planning.
3. The Township of South Glengarry will complete a site visit of the severed and retained lands to ensure that there are no concerns with the installation of septic systems in the future. Further information may be required from the applicant once the site visit is completed. The applicant will be required to attend to the Township office to apply for a site visit and to file a fee of \$170.00. The Township of South Glengarry will clear the condition with the Administrative Assistant-Planning.
4. A new residential entrance is required. The entrance should be located as far west as feasible to ensure the maximum spacing between driveways. The owner will be required to clean the ditch along the front of the property to provide positive drainage to the existing drain. The County Engineer will clear the condition with the Administrative Assistant-Planning.
5. The existing field entrance pipe will also have to be replaced as part of this cleaning, and, subject to an onsite review, may need to be moved to further increase spacing. The County Engineer will clear the condition with the Administrative Assistant-Planning.
6. That the Administrative Assistant-Planning be provided with a description of the land to be conveyed that is consistent with the application and sufficient and equal to that required for the registration of a deed or other conveyance of land under the provisions of the Registry Act. Three (3) copies of the new deed for the severed parcel are to be provided to the Administrative Assistant-Planning for the issuance of the certificate of the Secretary, and the stamping fee of \$220.00 must accompany the deeds. Upon providing a paper copy of the Deposited Reference Plan to the Administrative Assistant-Planning, a digital copy, which can be emailed, in a PDF or TIF format must also be submitted.

OFFICIAL RENDERING THE ABOVE DECISION:


Benjamin de Haan, P. Eng
Approval Authority

I, Megan Boudens, Administrative Assistant-Planning, do hereby certify that the above is a true copy of the **Decision** of the Approval Authority with respect to the application recorded herein.


Megan Boudens, Administrative Assistant

NOTE: The Planning Act provides that where conditions are imposed and the applicant(s) has/have not fulfilled the conditions to the satisfaction of the Administrative Assistant-Planning **WITHIN ONE YEAR** after notice was given, the application for consent shall thereupon be deemed to be refused. **THE LAST DAY TO SUBMIT DOCUMENTS TO THE ADMINISTRATIVE ASSISTANT-PLANNING TO SHOW THAT THE CONDITIONS HAVE BEEN FULFILLED IS:**

October 08, 2021

THE LAST DAY TO SUBMIT AN APPEAL AGAINST THIS DECISION IS: **OCTOBER 28, 2020**



**DEPARTMENT OF TRANSPORTATION
AND PLANNING SERVICES**

26 Pitt Street, Suite 223, Cornwall, Ontario K6J 3P2

STORMONT · DUNDAS · GLENGARRY

Tel: 613-932-1515 • Fax: 613-936-2913 • Email info@sdgcounties.ca • www.sdgcounties.ca

NOTICE OF DECISION

APPLICATION NO. B-63-20

NAME: Glenfallow Farm Ltd.

MUNICIPALITY: Township of South Glengarry (Former Geographic Charlottenburgh Twp.)

Attached is a copy of the Decision with respect to the above noted Application for Consent.

You may be entitled to receive notice of any changes to the conditions of the provisional consent if you have made either a written request to be notified of the Decision or a written request to be notified of changes to the conditions.

The applicant and every agency or other person to whom Notice of Decision is sent, may, within **twenty (20) days** of the date of giving the Notice of Decision, appeal to the Local Planning Appeal Tribunal:

- a) the Decision of the Approval Authority; and/or
- b) any or all of the conditions imposed by the Approval Authority.

Any appeal to the Local Planning Appeal Tribunal must be made on the proper Appellant Form (A1), which can be obtained from this office. You must enclose the appeal fee of \$400.00 for each application appealed, paid by certified cheque or money order, made payable to the Minister of Finance. The completed Appellant Form and payment are to be returned to the Administrative Assistant-Planning, United Counties of S. D. & G. who will forward all documents to the Local Planning Appeal Tribunal.

Only individuals, corporations and public bodies may appeal decisions in respect of applications for consent to the Local Planning Appeal Tribunal. A notice of appeal may not be filed in the name of an individual who is a member of the association or group.

Additional information regarding this application and decision is available during business hours at the office of the Administrative Assistant - Planning, at the above address or by calling the office at **932-1515, Extension 218**.

LAST DATE TO SUBMIT AN APPEAL ON THIS DECISION IS: October 28, 2020

Date of giving of this notice is: October 8, 2020

Megan Boudens
Administrative Assistant-Planning
Email: mboudens@sdgcounties.ca

INFORMATION REPORT



REPORT TO: Council of the Township of South Glengarry

MEETING DATE: September 8, 2020

SUBJECT: Consent Application B-63-20

PREPARED BY: Joanne Haley, GM Community Services

RE: B-63-20
Part Lot 7, Concession 1 Front
Former Township of Charlottenburgh
Glen Fallow Farm Ltd.
Type of Consent: To Sever an Existing Dwelling

Subject:

The subject property is located on part of lot 7, Concession 1 Front, on the north side of County Road 2. The purpose of this application is to sever a 4 acre parcel that is residentially developed while retaining 166 acres of land that is currently being farmed but could be developed in the future.

Official Plan Designations:

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

Zoning By-law:

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

Proposed Recommendation:

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

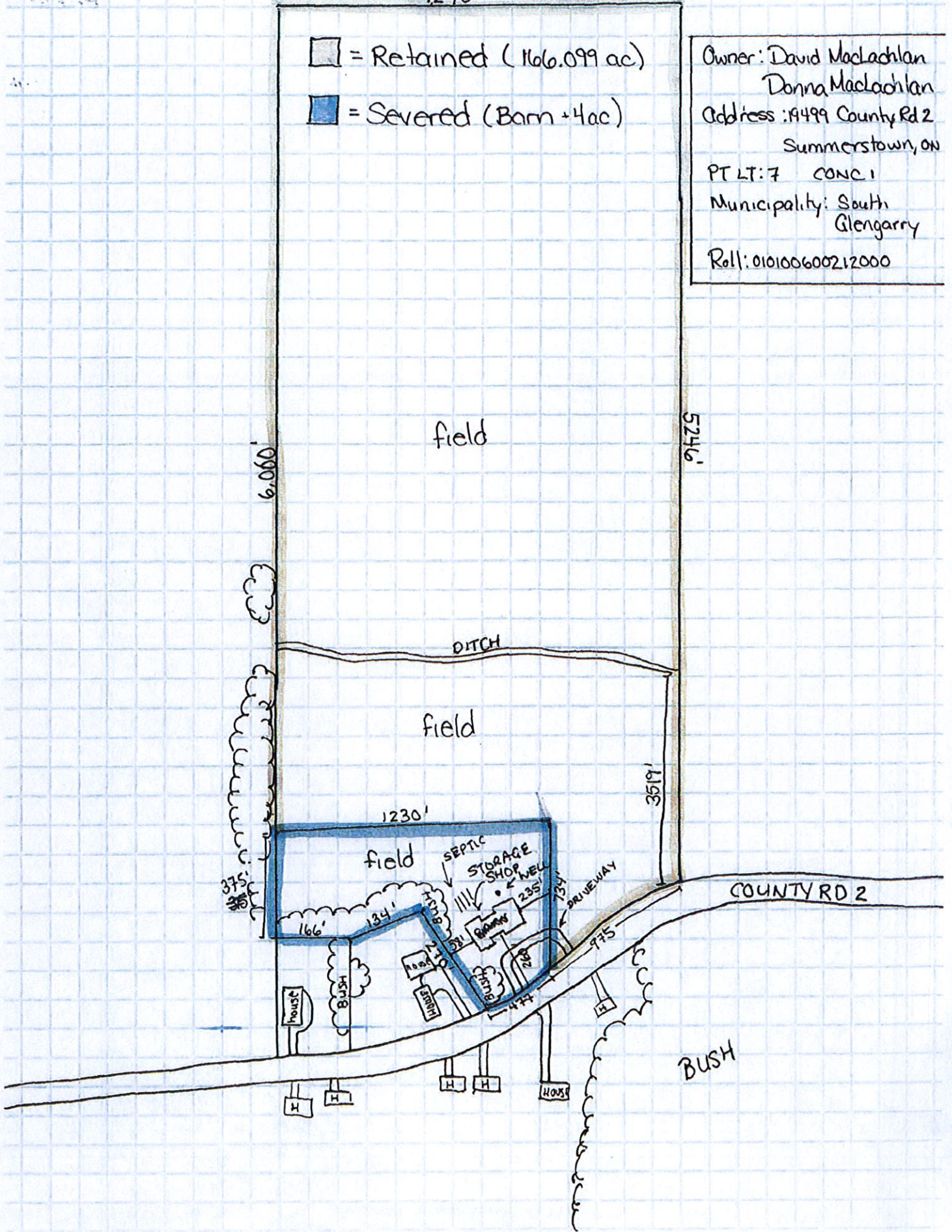
1. A review fee of \$200.00 must be paid to the Township.
2. A Parkland fee of \$1,000.00 must be paid to the Township.
3. The Township of South Glengarry will complete a site visit of the severed and retained lands to ensure that there are no concerns with the installation of septic systems in the future. Further information may be required from the applicant once the site visit is completed. The applicant will be required to attend to the Township office to apply for a site visit and to file a fee of \$170.00.

1240'

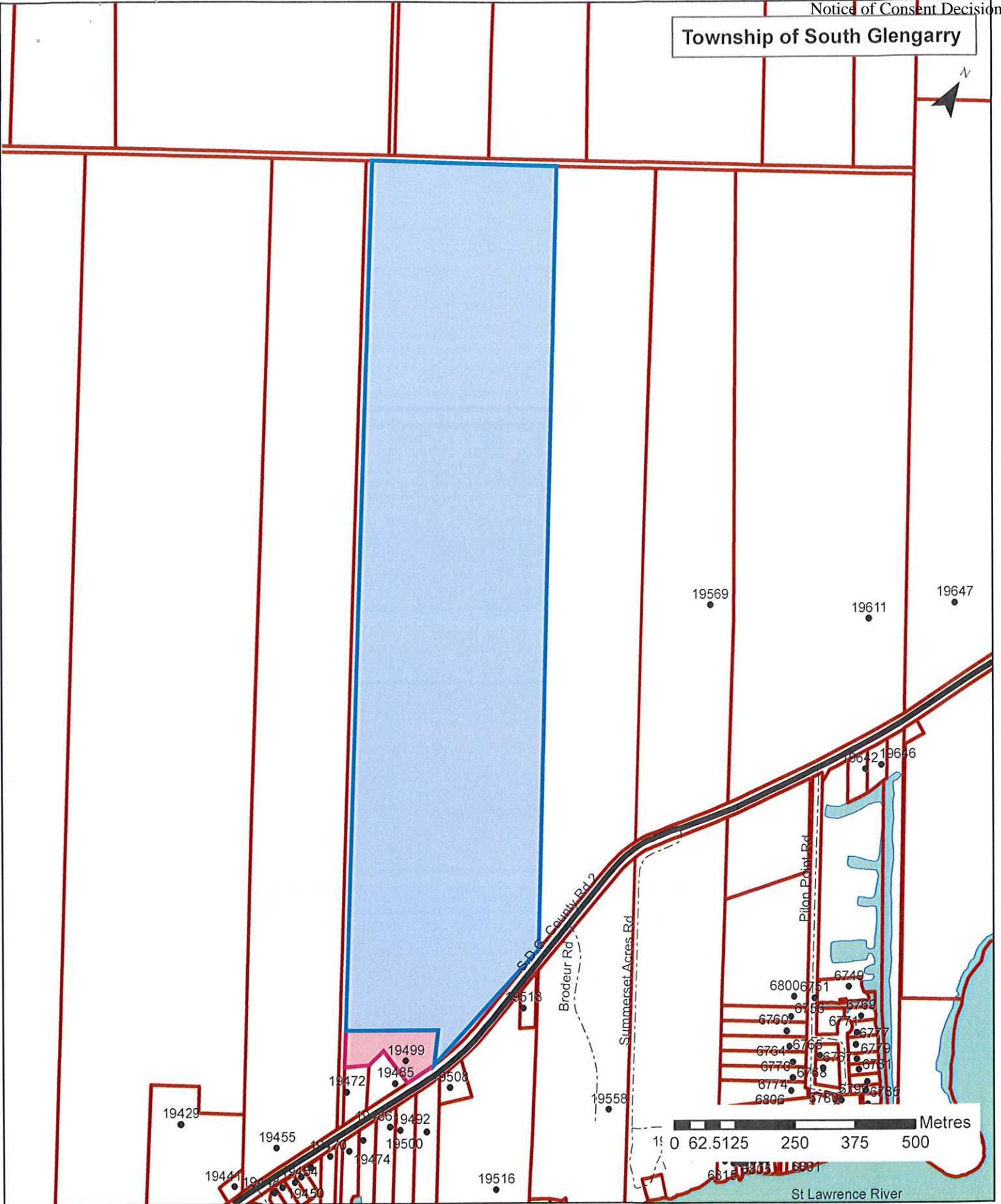
☐ = Retained (1166.099 ac)

■ = Severed (Barn + 4ac)


Owner: David MacLachlan
 Donna MacLachlan
 Address: 19499 County Rd 2
 Summerstown, ON
 PTLT: 7 CONC 1
 Municipality: South
 Glengarry
 Roll: 010100600212000



Township of South Glengarry



 Retained ~ 166.0 acres

 Severed ~ 4.0 acres B-61-20

Application Number: B-63-20



INFORMATION REPORT



REPORT TO: Council of the Township of South Glengarry

MEETING DATE: November 2, 2020

SUBJECT: Consent Application B-77-20

PREPARED BY: Joanne Haley- GM- Community Services

RE: B-77-20

Block 84, Registered Plan 142

Former Township of Charlottenburgh

Syed Hussain

Type of Consent: To sever an existing Semi-Detached Dwelling

Subject:

The subject property is located on Block 84, Registered Plan 142, on the south side of Kilkenny Crescent. The purpose of this application is to sever an existing semi-detached dwelling so that each dwelling can have clear title and be sold in the future. The proposed severed and retained portions meet the minimum lot frontage and minimum lot area requirements as per the Zoning By-Law 38-09.

Official Plan Designations:

The subject property is designated Residential District and is located within the Urban Settlement Area of Glen Walter. This proposed consent conforms to the Official Plan.

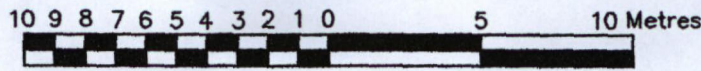
Zoning By-law:

The subject property is zoned Residential Two. The proposed consent conforms to the Zoning By-Law.

Proposed Recommendation:

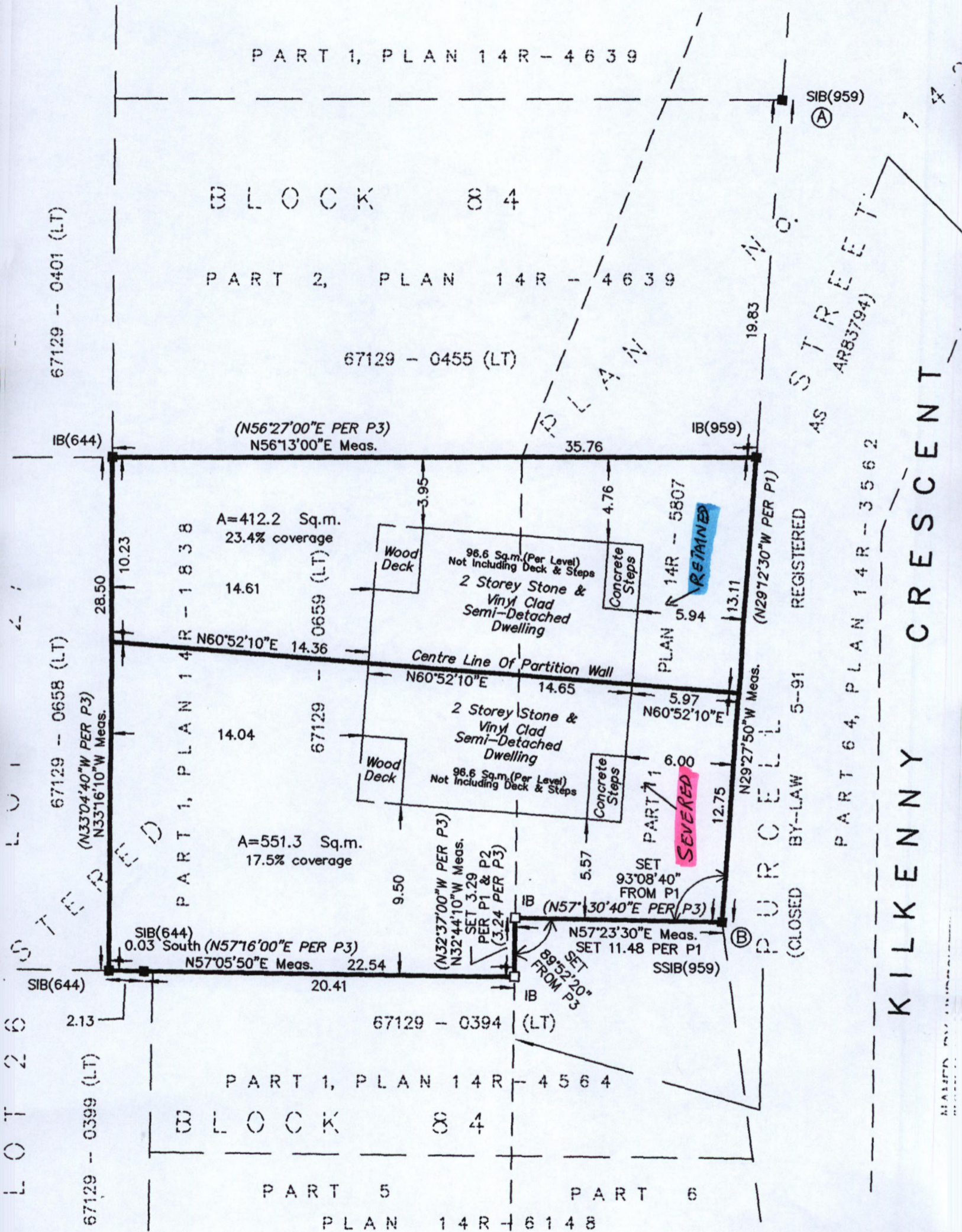
That the United Counties of SDG Manager of Planning approves this application for consent as it conforms to the PPS, the Official Plan and the Zoning By-Law. This consent will be subject to the following conditions:

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

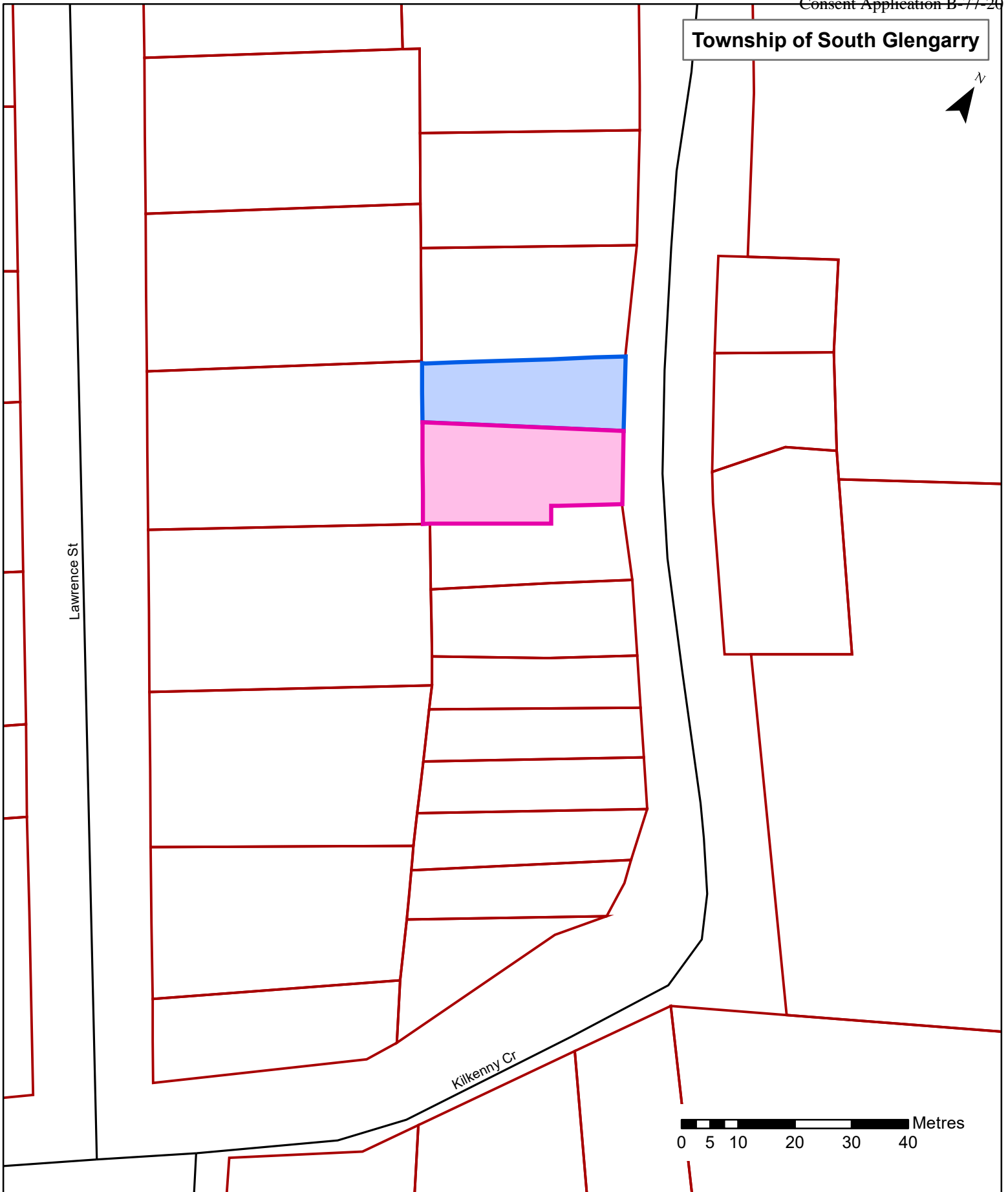




2020

JULIA MELDRUM SMITH O.L.S.



Township of South Glengarry



-  Retained ~ 0.10 acres
-  Severed ~ 0.14 acre

UNFINISHED BUSINESS REPORT
Presented to Council November 2nd, 2020

INFRASTRUCTURE SERVICES					
No.	Item	Date Added	Expected Completion	Status	Update
1.	Docks on Township Property	JAN 2016	Fall 2020	Ongoing	Property was declared surplus at the April 20 th Council Meeting. Survey Plan has been Registered. Offer of Sale Letter has been sent to all adjacent property owners. Sales are proceeding with 3 Parts now finalized. Follow up Letter with firm dates sent on September 24 th as per direction of Council Follow up Survey completed to create parcel for dry hydrant intake pipe. Update report in closed session on November 2 nd Agenda
2.	Fire Protection Ponds	MAY 2016	Fall 2020	Ongoing	Staff Report on October 5 th Agenda Administration will meet with property owners to review cost recovery considerations. Have met with one of the property owners on Middle Street to discuss next steps Meetings with other property owners to be scheduled to discuss next steps.
3.	Municipal Servicing from City of Cornwall	MAY 2016	Fall 2020	Ongoing	Administration for Township and City met on June 15 th to review draft agreement.

					Cost estimates to service the properties on Boundary Road have been developed using various options. Steering Committee met October 1 st to review costs and options. Steering Committee meet on October 22 nd to discuss next steps Report to Council for November 16 th Council Meeting
4.	Private Roads (development of document)	FEB 2017	2020	Ongoing	Will collect and review Policy's from other Municipalities over the summer and draft Policy for Council review in the fall.
5.	Williamstown Garage & Fire Hall	MAY 2018	2021	Ongoing	Funding approved in Budget. Location approved at the April 6 th Council Meeting Staff Report to provide Council will a copy of plans on May 19 th Agenda Further amendments and review of design to be completed by the end of June. Route Optimization Study awarded at June 4 th Council Meeting. Draft Optimization Study presented to Council at October 5 th Council Meeting Final Optimization Study to be provided to Council at November 16 th Meeting. Tender to be issued in November
6.	LED Streetlights (Glen Walter)	MAR 2019	Fall 2020	Ongoing	Met with Cornwall Electric on February 20 to review LED Street Light Project. Will follow up with inventory and costs for ongoing discussions.

					Cornwall Electric has provided cost estimate and Administration is reviewing the design and lighting requirements for the project. Township is working with ERTH Corp to design and develop financial model for conversion project.
COMMUNITY SERVICES					
CORPORATE SERVICES					
12.	Review of Water Rates	APR 2019	SUMMER 2020	Ongoing	Information was sent out on Oct 23, 2020 in paper bills and the electronic version will be sent out with the reminder on Oct 28, 2020. The survey will be open until Nov. 20, 2020.
14.	Water Bill Design	AUG 2019	SUMMER 2020	Ongoing	Vadim has received the pen-ultimate draft from Township and I will bring to Council for final approval once returned.
FIRE					

SG-M-20

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY
BY-LAW 74-2020
FOR THE YEAR 2020**

***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 November 2nd, 2020 in respect to each motion passed and taken by the Council at its meetings, is hereby adopted, ratified and confirmed, as if each resolution or other action was adopted, ratified and confirmed by its separate by-law; and;
2. **THAT** the Mayor and the proper officers of the Township of South Glengarry are hereby authorized and directed to do all things necessary to give effect to the said action, or to obtain approvals where required, and except where otherwise provided, The Mayor and the Clerk are hereby directed to execute all documents necessary in that behalf and to affix the corporate seal of the Township to all such documents.
3. **THAT** if due to the inclusion of a particular resolution or resolutions this By-law would be deemed invalid by a court of competent jurisdiction then Section 1 to this By-law shall be deemed to apply to all motions passed except those that would make this By-law invalid.
4. **THAT** where a "Confirming By-law" conflicts with other by-laws the other by-laws shall take precedence. Where a "Confirming By-law" conflicts with another "Confirming By-law" the most recent by-law shall take precedence.

***READ A FIRST, SECOND AND THIRD TIME, PASSED, SIGNED AND
SEALED IN OPEN COUNCIL THIS 2nd DAY OF NOVEMBER 2020.***

MAYOR:

CLERK: