

**TOWNSHIP OF SOUTH GLENGARRY
REGULAR MEETING OF COUNCIL
Council Chambers, Municipal Office
Monday, October 17, 2016 7:00 PM**

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1. CALL TO ORDER	
2. O CANADA	
3. APPROVAL OF AGENDA	
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- a) [By-law No. 75-16 Confirming By-law](#)

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11. ADJOURNMENT



DECLARATION OF PECUNIARY INTEREST

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

Signature

OCTOBER 03, 2016

THE REGULAR MEETING OF THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY WAS HELD IN THE EVENING AT THE TOWNSHIP OFFICE, LANCASTER ON OCTOBER 3rd, 2016.

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

STAFF PRESENT: Bryan Brown CAO, Marilyn LeBrun Clerk, Lachlan McDonald Deputy-Treasurer, Joanne Haley GM-Community Services, Kelli Campeau Communication, Dave Robertson Deputy-Chief and Ewen MacDonald GM-Infrastructure.

RESOLUTION NO. 265-16

Moved by: Frank Prevost
Seconded by: Bill McKenzie

BE IT RESOLVED THAT the Council Meeting of the Township of South Glengarry of October 3rd, 2016 now be **opened**.
Carried.

RESOLUTION NO. 266-16

Moved by: Frank Prevost
Seconded by: Lyle Warden

BE IT RESOLVED THAT Council of the Township of South Glengarry approve the Agenda Package for the Meeting of October 3, 2016 **amended** to add Staff Report #116-16 – Williamstown Sidewalk Replacement.
Carried.

Deputy-Mayor Frank Prevost added to CLOSED SESSION –under Security of Property held by the Township – Legal Agreements with Taxpayers.

RESOLUTION NO. 268-16

Moved by: Frank Prevost
Seconded by: Trevor Bougie

CHILD ABUSE PREVENTION MONTH PROCLAMATION

Whereas, the Children's Aid Society of the United Counties of Stormont, Dundas & Glengarry is mandated to protect children from abuse and neglect, the Society invites all citizens to join in a collective effort to protect our children; and

Whereas, child abuse is a community problem and finding solutions depends on involvement among people throughout the community; and

Whereas, the effects of child abuse are felt by whole communities, and need to be addressed by the entire community; and

Whereas, effective child abuse prevention programs succeed because of partnerships created among social service agencies, schools, religious and civic organizations, law enforcement agencies, and the business community; and

Whereas, all citizens should become more aware of the negative effects of child abuse and its prevention within the community, and become involved in supporting parents to raise their children in a safe, nurturing environment; and

Now, Therefore, Be It Resolved That, I, Mayor Ian Mcleod do hereby proclaim October 2016 as "*Child Abuse Prevention Month*" in the Township of South Glengarry and call upon all citizens, community agencies, religious organizations, medical facilities, and businesses to increase their participation in our efforts to prevent child abuse, thereby strengthening the community in which we live.

Carried.

RESOLUTION NO. 269-16

Moved by: Bill McKenzie

Seconded by: Lyle Warden

BE IT RESOLVED THAT Staff Report No. 112-16 be received and that Council of the Township of South Glengarry hereby adopts the attached PSAB Excluded Expenses for 2016.

Carried.

RESOLUTION NO. 270-16

Moved by: Bill McKenzie

Seconded by: Frank Prevost

BE IT RESOLVED THAT Staff Report No. 113-16 be received and that the Council of the Township of South Glengarry award Procurement #16-11 for the Renovations to the Legion Hall to **Dale Coleman Construction Ltd** as per their submission of \$83,968.00 plus HST; and furthermore that the Mayor and Clerk be authorized to sign all appropriate documents.

Carried.

RESOLUTION NO. 271-16

Moved by: Trevor Bougie

Seconded by: Bill McKenzie

BE IT RESOLVED THAT Staff Report No.114-16 be received and that Council direct staff to amend By-law 38-10 to include Schedule "F" which will include the schedule outlined in item 11 above introducing the methodology for Multi-Dwelling Unit to be charged a single flat fee and a single billing charge for the first livable unit and subsequent livable units have their aforementioned fees be phased in over the next several year, starting at 40% per subsequent livable unit and increasing to 100% by 2023.

Carried.

RESOLUTION NO. 272-16

Moved by: Lyle Warden

Seconded by: Bill McKenzie

BE IT RESOLVED THAT Staff Report No.115-16 be received and the Council of the Township of South Glengarry select **Glen Walter Park Road** as the new name for Street A.

Carried.

RESOLUTION NO.273-16

Moved by: Trevor Bougie
Seconded by: Bill McKenzie

BE IT RESOLVED THAT Staff Report No.116-16 be received and that the Council of the Township of South Glengarry award the Procurement #16-15 for the **Replacement of 750 metres of Sidewalk in Williamstown** to Malyon Excavation as per their submission of \$110,250.00 plus HST and furthermore that the Mayor and Clerk be authorized to sign all appropriate documents.
Carried.

RESOLUTION NO. 274-16

Moved by: Frank Prevost
Seconded by: Lyle Warden

BE IT RESOLVED THAT the Minutes of the United Counties of SD&G dated September 19, 2016 be received.
Carried.

RESOLUTION NO. 275-16

Moved by: Lyle Warden
Seconded by: Frank Prevost

BE IT RESOLVED THAT the Council of the Township of South Glengarry move into a Closed Meeting pursuant to section 239 of the *Municipal Act*, 2001, as amended, for the following reasons:

- Litigation and Potential Litigation – Minor Variance A-14-16 (Bell).
- Security of Property of the municipality – legal agreements between Township property and homeowners.

Carried.

RESOLUTION NO. 276-16

Moved by: Bill McKenzie
Seconded by: Trevor Bougie

BE IT RESOLVED THAT the Council of the Township of South Glengarry Re-convene into Open Council at 9:29 pm.
Carried.

Deputy-Mayor Frank Prevost declared a pecuniary interest on Closed Session Agenda item for the Meeting of October 3, 2016 on Minor Variance A-14-16 Aaron Bell. Deputy Mayor Prevost left the Council Chambers while this was being discussed.

RESOLUTION NO. 277-16

Moved by: Frank Prevost
Seconded by: Lyle Warden

BE IT RESOLVED THAT the Council of the Township of South Glengarry rescind the notice to cease and desist for the boat dock and boathouse on our property at County Rd 2 and Richmond Road with no permitted use.
DEFEATED.

RESOLUTION NO. 278-16

Moved by: Frank Prevost
Seconded by: Bill McKenzie

BE IT RESOLVED THAT the Council of the Township of South Glengarry pass **By-law 72-16**, being a by-law to **adopt, confirm and ratify matters** dealt with by

resolution at the Council Meeting of October 3rd, 2016 be read a first, second and third time, passed, signed and sealed in Open Council this 3rd day of October, 2016.
Carried.

RESOLUTION NO. 279-16

Moved by: Bill McKenzie
Seconded by: Frank Prevost

BE IT RESOLVED THAT the **Council Meeting** of the Corporation of the Township of South Glengarry of October 3rd, 2016, be **adjourned** to the call of the chair at 10:12 **pm**.
Carried.

MAYOR: _____ **CLERK:** _____



STAFF REPORT

S.R. No.117-16

PREPARED BY: Joanne Haley – GM- Community Services

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: October 17, 2016

SUBJECT: Lancaster Pharmacy Ltd. Site Plan Control Approval and Agreement

BACKGROUND:

1. The subject property is legally described as Part of Lots 6 and 7, Registered Plan No. 26, Being Part 2 on 14R- 2810 in the Geographic Village of Lancaster, Township of South Glengarry, also known as 213 Military Road, Lancaster.
2. The Applicant proposes to construct an 84 square meter addition at the rear of the Pharmacy located at 213 Military Road, Lancaster. As per our Site Plan Control By-Law 17-10, all development located along the south side of the South Service Road and County Road 2 and within the Commercial, Industrial and Institutional zones are subject to site plan control.
3. The property owner began working with the Township approximately a year ago to explore options for the proposed addition to the Pharmacy. A minor variance was applied for and approved on July 14, 2015 to reduce the number of required parking spaces from 16 to 11 and to reduce the rear yard setback from 9 meters to 4.57 meters based upon the existing and proposed addition to the Pharmacy. On September 29, 2016, the property owner formally filed the application for Site Plan Control.

ANALYSIS:

4. The subject property is 1,242 sq. Meters (0.31 acres) in size. The subject property is zoned Core Commercial in the Township of South Glengarry's Zoning By-Law and is designated Commercial District and located within the Urban Settlement Area. This proposed use conforms to both the Zoning By-Law and the Official Plan.
5. This application was circulated to Ben De Haan, Director of Transportation and Planning, United Counties of Stormont, Dundas and Glengarry. They had no comments or conditions to be placed in the agreement. This plan was also

circulated to internal departments including our Chief Building Official (CBO) to ensure that the site plan conforms to our Site Plan Control By-Law.

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 can be found in Schedule B 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.

ALIGNMENT WITH STRATEGIC PLAN: N/A

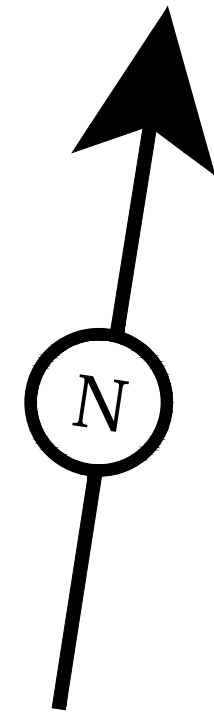
IMPACT ON 2016 BUDGET: N/A

RECOMMENDATION:

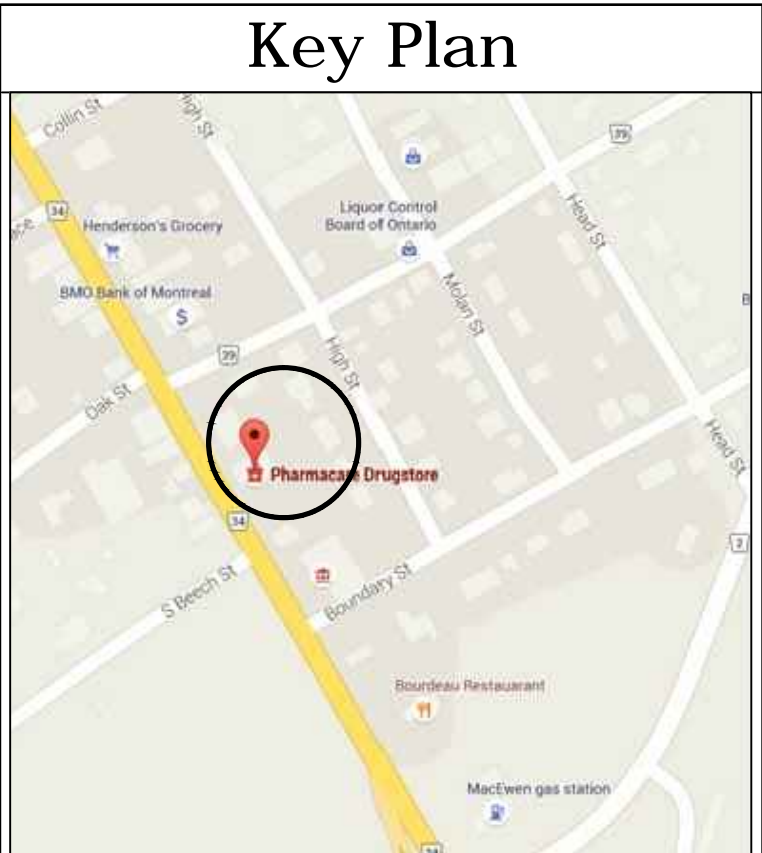
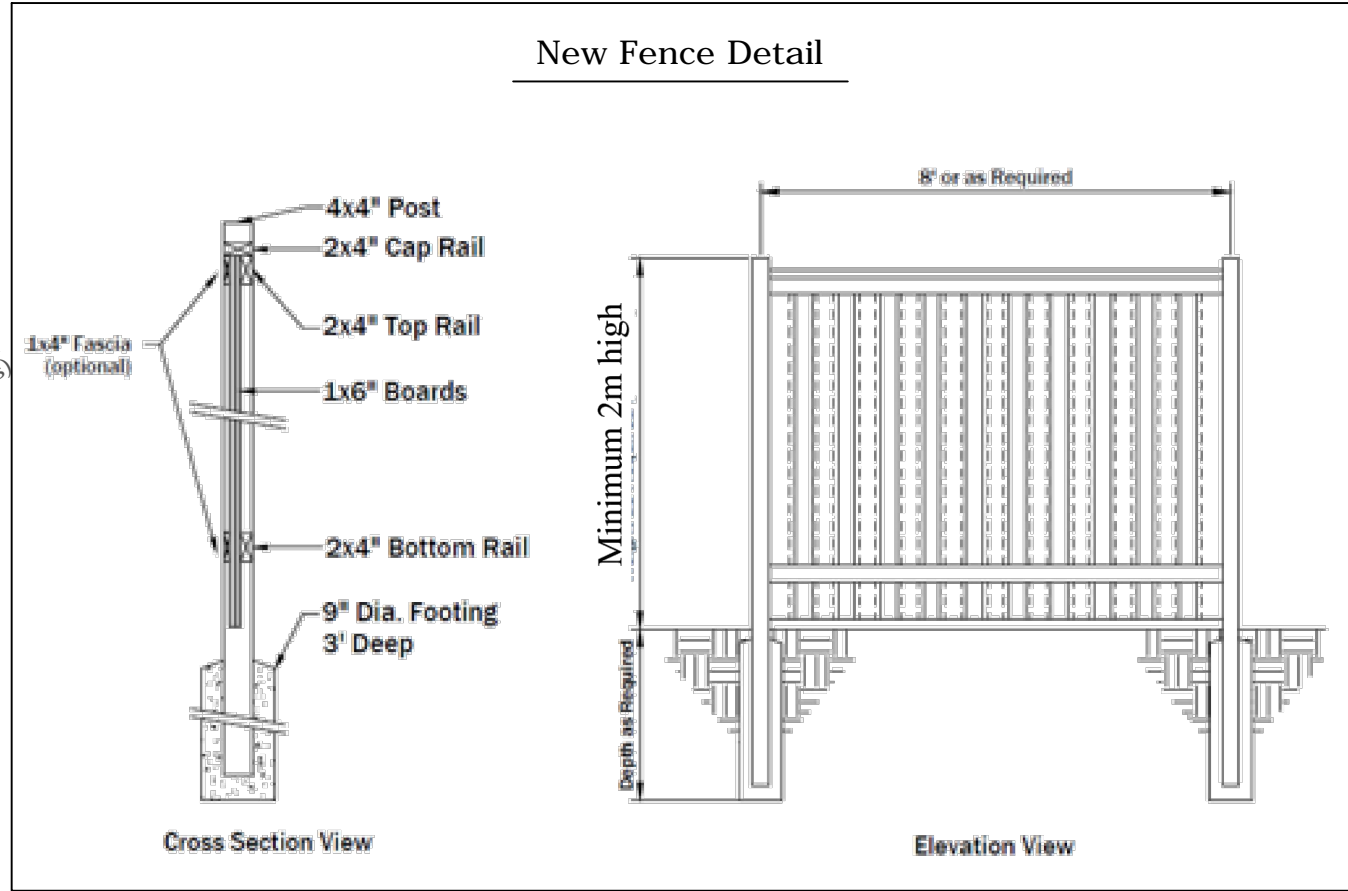
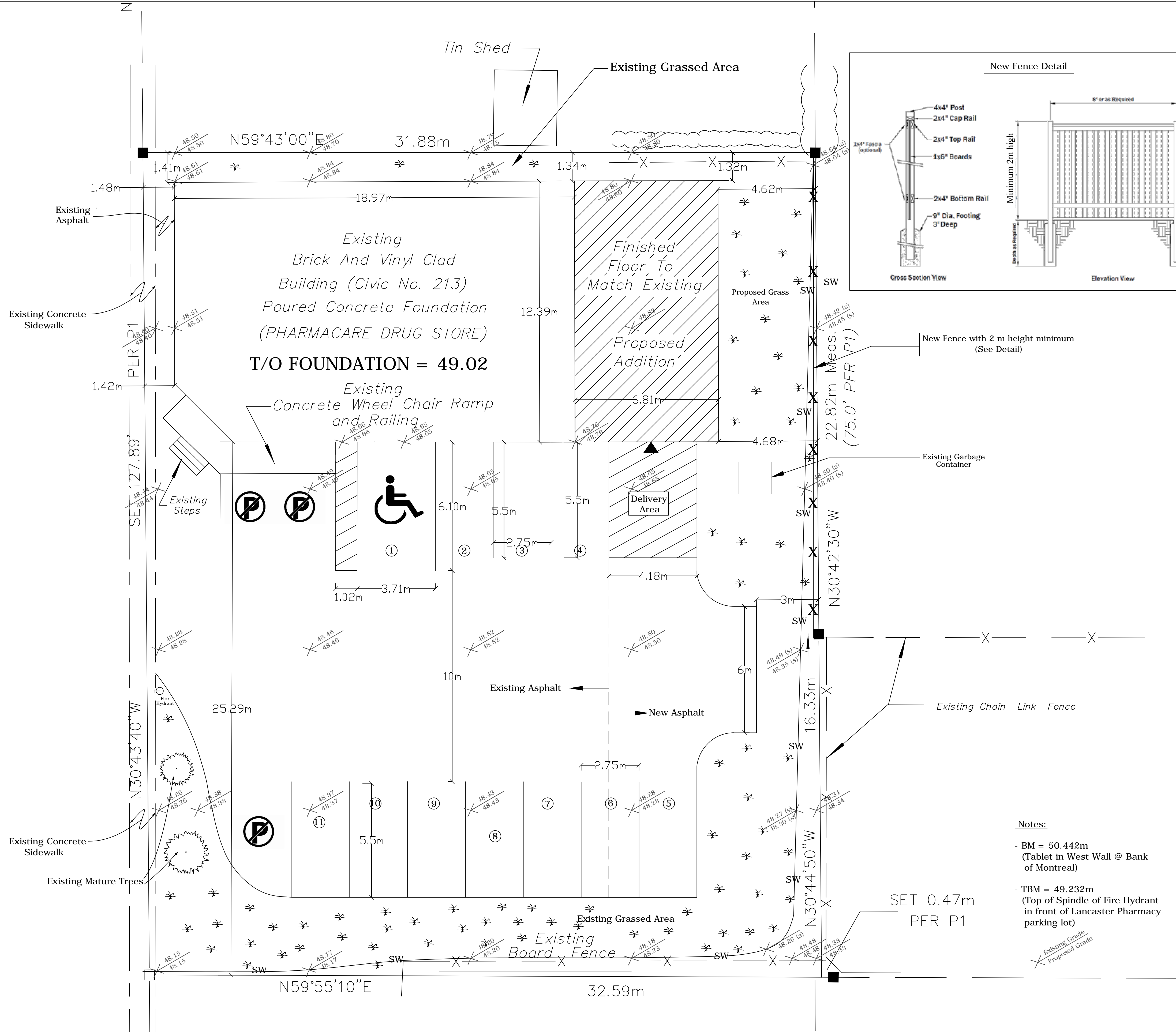
BE IT RESOLVED THAT Staff Report No.117-16 be received and that the Council of the Township of South Glengarry approves By-Law No.73-16, and enter into a Site Plan Control Agreement for the property legally described as Part of Lots 6 and 7, Registered Plan No. 26, Being Part 2 on 14R- 2810 in the Geographic Village of Lancaster in the Township of South Glengarry and also known as 213 Military Road, Lancaster and that the By-law No. 73-16 be read a first, second and third time, signed, sealed and passed in Open Council on October 17, 2016.



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



MILITARY STREET
(Military Road)



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A	A- Detail	
	B- Drawing	
	C- Drawing Number	

Date	No.	Revision
Sept 29, 2016	1	Submitted for Site Plan Control

213 Military Road Lancaster, ON
Parts of Lot 6 & 7, Concession 26
Part 2 of 14R-2810

Zone = Core Commercial (CC)
Lot Area = ± 1,242 sq.m
Ex. Building Area = 232 sq.m
Proposed Building Area = 84 sq.m
Total Building Area = 316 sq.m

Provision	Required	Provided
Rear Yard	9 m	4.57m (as per minor variance)
Front Yard	0 m	1.48 m
Side Yards	0 m	North 1.32 m / 25.29 m
Lot Coverage	75 %	25 %
Frontage	15 m	39 m
Parking Stalls	16	11 (as per minor variance)

Owner: Mr. Ken Legare
Project#: R116-10

Contractor:

GRANT-MARION
Construction Limited
2747 MARLEAU AVENUE
CORNWALL, ONTARIO K6H 7B6
TEL: 613-938-8004
FAX: 1-888-700-0771
www.grantmarionconstruction.com

General Notes:

- 1) Unless signed and sealed by an Engineer, these drawings are "Not for Construction".
- 2) Do not scale these Drawings. If additional dimensions are required, please notify the draftsman as soon as possible.
- 3) It is the contractor's responsibility to site verify all dimensions and to report any discrepancies to the draftsman as soon as possible.
- 4) The drawings must be read in conjunction with the latest Ontario Building Code as well as the Ontario Construction Safety Act.
- 5) During Construction, it is the contractor's responsibility to comply with the latest OBC and OCSA regulations.
- 6) The work must be performed in accordance with all municipal, provincial and federal bylaws.

Approved by:

IDA Pharmacy, 213 Military Rd. Lancaster, ON

Proposed Site Plan

Drafted by:
Robert Marion

Date:
09/28/2016

Scale:

S.P.

**THIS AGREEMENT made in Quadruplicate this
17th day of October, 2016**

BETWEEN

LANCASTER PHARMACY 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 Site Plan Control approval 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" Lancaster Pharmacy 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, plus 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 the proposed addition on the property shall be in accordance with the site plan attached to this agreement.
- (c) The owner agrees that upon execution of this Agreement that required studies will be provided to the Municipality that will reflect the various mitigation techniques that will be used to satisfy any land incompatible issues such as but not limited to traffic, rail, industrial noise, air quality assurance.

GRADING

4. The Owner has provided to the Township of South Glengarry a site plan that includes existing and proposed grading and drainage information and indicates the proposed areas for parking, structures, and outside storage. The plan is included in "Schedule "B" – Approved Plans" attached to this document.

LICENSE TO ENTER LAND

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

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

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

AGREEMENT BINDING ON SUCCESSOR ON TITLE

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

WASTE DISPOSAL

8. The municipality is not responsible for the collection and disposal of non domestic waste.

OCCUPANCY

9. An Occupancy Permit issued under the Ontario Building Code whether partial or otherwise is required prior to occupying any or all of the building.

SCHEDULES

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

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

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

DATE

LANCASTER PHARMACY LTD.
KEN LEGARE
(I HAVE THE AUTHORITY TO BIND THE CORPORATION)

DATE

) THE CORPORATION OF THE
) TOWNSHIP OF SOUTH GLENGARRY

) PER:_____
) MAYOR IAN MCLEOD

) PER:_____
) CLERK, MARILYN LEBRUN

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 the Province of Ontario and Being Described As: Part of Lots 6 and 7, Registered Plan No. 26, Being Part 2 on 14R- 2810 in the Geographic Village of Lancaster, Township of South Glengarry, County of Glengarry, Ontario.

SCHEDULE "B"

APPROVED PLANS

Site Plan: Prepared by Grant Marion Construction-Robert Marion, Dated
September 28, 2016

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY
BY-LAW 00-16
FOR THE YEAR 2016**

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 LANCASTER PHARMACY LTD.

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 Lancaster Pharmacy Ltd. being the owners of the land described as Part of Lot 6 and 7, Registered Plan No. 26, on Reference Plan 14R- 2810, in the former Village of Lancaster, now in the Township of South Glengarry, County of Glengarry.

AND WHEREAS the Council of the Township of South Glengarry passed By-law No. 17-10, 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 Lancaster Pharmacy 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 17TH DAY OF OCTOBER, 2016.

MAYOR:

CLERK:



STAFF REPORT

S.R. No. 118-16

PREPARED BY: Ewen MacDonald – General Manager Infrastructure Services

PREPARED FOR: Council of South Glengarry

COUNCIL DATE: October 17, 2016

SUBJECT: Richmond Road/Richmond Court Parking

BACKGROUND:

1. Council passed By-Law No. 39-16, being a by-law to Regulate the Parking of Vehicles within the Township of South Glengarry at the May 24th Council Meeting.
2. The Township had received complaints about parking on Richmond Road and specifically the area just north of SDG 2 where vehicles were parking along the side of the road.
3. Council decided to post the entire length of Richmond Road and Richmond Court as the concern was that if parking was prohibited at only the south end of the road, then the parking would likely just move north on the road and also onto Richmond Court becoming a problem for the residents on these streets.
4. Pursuant to the By-Law Richmond Road and Richmond Court have been posted with “No Parking” signs as per Schedule A of the By-Law.
5. Subsequent to the posting of the signs a petition was received on August 11th asking that the “No Parking” signs be removed and that the residents who signed the petition did not have any issue with the parking in front of their homes.
6. A representative from Richmond Road/Richmond Court made a presentation of the petition at the October 3rd Council Meeting to ask that Council reconsider the posting of “No Parking” signs on Richmond Road and Richmond Court.

ANALYSIS:

7. The petition was signed by 31 residents representing 15 properties on Richmond Road and Richmond Court. (See map appended)

8. Prior to the passing of the By-Law, the southern area of the road was posted with a “No Parking here to Corner” signs to ensure that sight lines and turning radius’ were protected at the intersection of SDG 2 and Richmond Road.
9. It is evident that the majority of the residents are not in favour of the no parking restrictions and that it would be preferable to only prohibit parking at the southern end of the road for approximately 80 metres north from SDG 2, on both sides of the road.
10. If Council would like to reconsider the no parking restriction then Schedule A of the By-Law would need to be amended to allow parking on Richmond Road and Richmond Court.

ALIGNMENT WITH STRATEGIC PLAN:

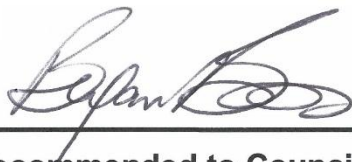
N/A

IMPACT ON 2016 BUDGET:

N/A

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report Np.118-16 be received and that the Council of the Township of South Glengarry direct Administration to amend Schedule A of Parking By-Law 39-16 to remove all but the southern 80 metres of Richmond Road and all of Richmond Court from the No Parking Restriction.



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



STAFF REPORT

S.R. No.119-16

PREPARED BY: Ewen MacDonald – General Manager Infrastructure

PREPARED FOR: Council of South Glengarry

COUNCIL DATE: October 17, 2016

SUBJECT: Sale of the former Glen Walter Fire Hall

BACKGROUND:

1. Pursuant to By-Law 08-08 for the Sale, Purchase and rendering of Property, Council declared the Former Glen Walter Fire Hall Property located at 18523 County Road 2 as surplus to the Township's needs in May 2016.
2. The Township had an Appraisal completed and the report concluded that the market value of the property is \$72,500.00
3. The property was posted for sale on the Township Website and also advertised in the local papers.
4. Submissions were received until 3:00pm on Tuesday October 4th.
5. There were 5 submissions received as follows:
 - I. \$85,750.00
 - II. \$82,556.00
 - III. \$50,000.00
 - IV. \$33,000.00
 - V. \$21,500.00

ANALYSIS:

6. The submission from the highest bidder is higher than the appraisal received.
7. The purchaser is planning to redevelop the property into a modern industrial style single family home.

ALIGNMENT WITH STRATEGIC PLAN:

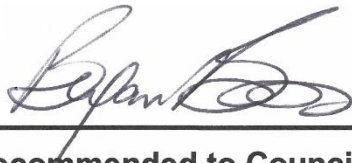
8. The sale of the building and property aligns with Goal 2 of the Strategic Plan; Invest in infrastructure and its sustainability

IMPACT ON 2016 BUDGET:

9. The proceeds from the sale of the property will provide revenue to offset some of the costs to complete the paving of Glen Walter Park Road and the completion of the paving at the New Fire Hall Parking Lot.

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report No.119-16 be received and the Council of the Township of South Glengarry accept the offer of \$85,750.00 plus HST from Plouffe Holdings Ltd, to purchase the former Glen Walter Fire Hall Property located at 18253 County Road 2; and furthermore that the Mayor and Clerk be authorized to sign all related documents.

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

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



STAFF REPORT

S.R. No. 120-16

PREPARED BY: Joanne Haley- GM- Community Services

PREPARED FOR: Council of South Glengarry

COUNCIL DATE: October 17, 2016

SUBJECT: Sapphire Estates Phase 5- Draft Plan of Subdivision
Approval Extension

BACKGROUND:

1. The United Counties of SDG and the Township of South Glengarry received a request from the agent of the developer of Sapphire Estates Phase 5 to extend draft plan approval on Phase 5 which is the final phase of the subdivision.
2. The United Counties issued a revised draft plan approval on Phase 5 in Sapphire Estates in October 2011. The Ontario Planning Act permits draft plan approval to be issued for a period of three years. The Planning Act also allows for draft plan approval extensions to be granted annually subject to the support of the municipality and approval from the approval authority. South Glengarry has supported these requests in the past and therefore the approval expires on October 27, 2016.

ANALYSIS:

3. Administration has prepared the Subdivision Agreement and has cleared the Township's conditions. The developer will be submitting all required plans and documentation to the United Counties sometime in the near future in order to receive final approval. It is anticipated that the United Counties will issue final approval sometime in late October or early November providing all required submissions are received, therefore this extension is necessary. If draft plan approval were to expire in advance of the County issuing final approval then the developer would be required to start the planning process from the beginning.
4. Ewen MacDonald, General Manager of Infrastructure Services, supports the request to extend the draft plan approval and has no concerns with this request.

ALIGNMENT WITH STRATEGIC PLAN:

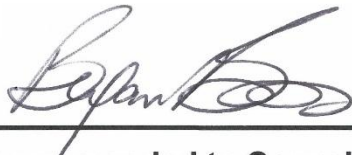
Strategic Goals:

1. Enhance economic growth and prosperity
4. Improve quality of life in our community

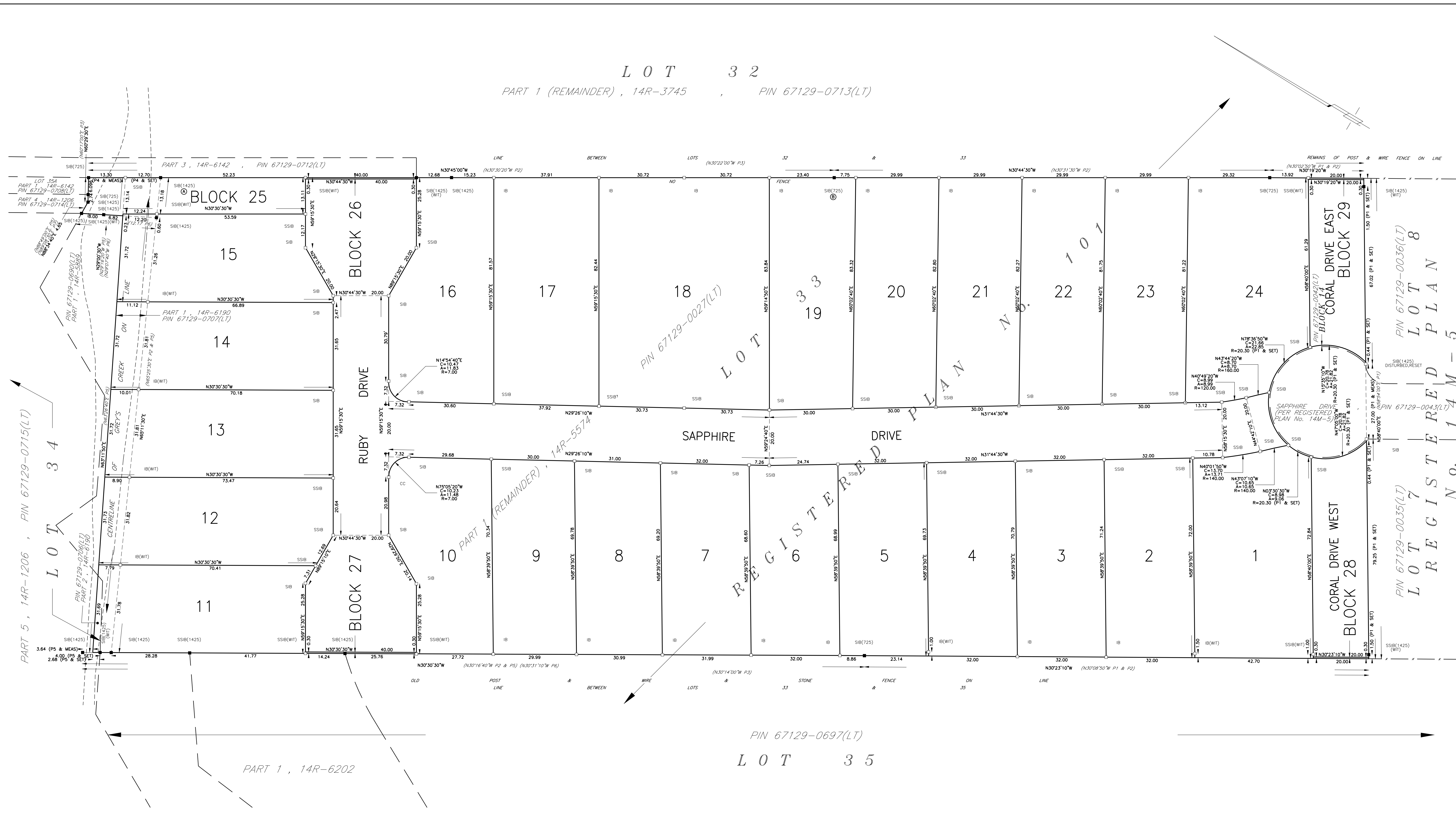
IMPACT ON 2016 BUDGET: N/A

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report No.120-16 be received and that the Council of the Township of South Glengarry recommends to the United Counties Manager of Planning to approve the request to extend draft plan approval for Sapphire Estates Subdivision- Phase 5 in the Township of South Glengarry.

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

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



PLAN 14M-5

I CERTIFY THAT THIS PLAN IS REGISTERED IN THE LAND REGISTRY OFFICE FOR THE LAND TITLES DIVISION OF GLENGARRY No. 14 AT 10:00 O'CLOCK ON THE DAY OF 2016 AND ENTERED IN THE PARCEL REGISTER FOR PROPERTY IDENTIFIER (LT) 67129-0027, (LT) 67129-0706 AND (LT) 67129-0707 AND THE REQUIRED CONSENTS ARE REGISTERED AS PLAN DOCUMENT No.

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

THIS FINAL PLAN OF SUBDIVISION IS APPROVED UNDER SECTION 51 (58) OF THE PLANNING ACT 1990 ON THIS ... DAY OF ... 2016

MAYOR CLERK

THIS PLAN COMPRISES ALL OF THE LAND DESCRIBED IN PIN # (LT) 67129-0027, (LT) 67129-0706 AND (LT) 67129-0707

PLAN OF SUBDIVISION OF
**PART OF LOTS 33 & 34
REGISTERED PLAN No. 101**
GEOGRAPHIC TOWNSHIP OF CHARLOTTENBURGH
TOWNSHIP OF SOUTH GLENGARRY
COUNTY OF GLENGARRY
RON M. JASON O.L.S.
SCALE : 1:500

METRIC
DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

NOTES
DISTANCES ON THIS PLAN ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING THE DISTANCES BY A COMBINED SCALE FACTOR OF 0.99960408.
COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.
COORDINATE VALUES ARE TO A URBAN ACCURACY IN ACCORDANCE WITH SECTION 14 (2) OF O. REG. 216/10.
BEARINGS ARE UTM GRID, DERIVED FROM OBSERVED REFERENCE POINTS A AND B, SHOWN HEREON, BY REAL TIME NETWORK (RTN) OBSERVATIONS AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 18, (75W) NAD83 (CSRS) (1997).
BEARING COMPARISONS SHOWN ARE WITH ASTRONOMIC BEARINGS ON UNDERLYING PLANS.

COORDINATES WERE DERIVED FROM REAL-TIME NETWORK OBSERVATIONS USING THE CAN-NET NETWORK UTM, ZONE 18, NAD83 (CSRS) (1997)		
STATION	NORTHING	EASTING
A	4989101.299	527582.150
B	4988892.535	527706.308

LEGEND

- DENOTES PLANTED MONUMENT
- DENOTES FOUND MONUMENT
- SIB DENOTES STANDARD IRON BAR
- IB DENOTES SHORT STANDARD IRON BAR
- IB DENOTES IRON BAR
- CC DENOTES CONCRETE MONUMENT
- IB DENOTES CUT CROSS
- IB DENOTES IRON PIPE
- IB DENOTES ROUND
- WIT DENOTES WITNESS
- ACC DENOTES ACCEPTED
- MEAS DENOTES MEASURED
- INST DENOTES INSTRUMENT
- DENOTES FENCE
- P1 DENOTES REGISTERED PLAN No. 14M-5
- P2 DENOTES PLAN 14R-5574
- P3 DENOTES REGISTERED PLAN No. 101
- P4 DENOTES PLAN 14R-6142
- P5 DENOTES PLAN 14R-5889
- P6 DENOTES PLAN 14R-6190
- P7 DENOTES PLAN 14R-1206

OWNER'S CERTIFICATE
I CERTIFY THAT:
1. LOTS 1 TO 24, INCLUSIVE, THE STREETS, NAMELY RUBY DRIVE, SAPPHIRE DRIVE, CORAL DRIVE EAST AND CORAL DRIVE WEST AND THE 0.3050% RESERVES, BEING BLOCKS 25 TO 29, INCLUSIVE, HAVE BEEN LAID OUT IN ACCORDANCE WITH MY INSTRUCTIONS.
2. THE STREETS ARE HEREBY DEDICATED TO THE TOWNSHIP OF SOUTH GLENGARRY AS PUBLIC HIGHWAYS.

DATE 2016
NAOUEF ECHADOUNI
PRESIDENT
SEAWAY PRESTIGE HOMES LTD.
I HAVE AUTHORITY TO BIND THE CORPORATION

SURVEYOR'S CERTIFICATE
I CERTIFY THAT:
1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
2. THE SURVEY WAS COMPLETED ON THE 3rd. DAY OF JUNE, 2016.

2016
RON M. JASON
ONTARIO LAND SURVEYOR

Ron M. Jason Surveying Ltd.
ONTARIO & CANADA LAND SURVEYORS
PRESCOTT - ALEXANDRIA
REF: 16-20-1039



STAFF REPORT

S.R. No.121-16

PREPARED BY: L. McDonald, Deputy Treasurer

PREPARED FOR: Council of South Glengarry

COUNCIL DATE: October 17, 2016

SUBJECT: To Amend By-law 38-10 - Addition of Schedule “F” (Multi-Dwelling Units)

BACKGROUND:

- 1) Council supported the recommendation made in Staff Report 114-16 phasing in Multi-Dwelling Units (MDU) to a single flat fee (\$68.48) plus a single minimum consumption fee (\$65.48) per billing cycle to every living unit (1 for 1).
- 2) The recommended changes are reflected in By-law 38-10 (attached).
- 3) On October 11, 2016 a MDU delegation representative expressed their non-support to the current proposal.

ANALYSIS:

- 4) Please see Staff Report [114-16](#) from the October 3, 2016 Council Meeting.

ALIGNMENT WITH STRATEGIC PLAN:

- 5) GOAL 2: Invest in infrastructure and its sustainability
 - 2.3 Develop an internal financing strategy to support infrastructure sustainability

IMPACT ON 2016 BUDGET:

- 6) Nil to both the operating budget and the water budget but it will increase the water revenues slowly through the years 2017-2023.

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report No. 121-16 be received and that By-law No. 74-16 amend By-law 38-10 to add schedule “F” known as part of the By-law to set rates for Multi-Dwelling Units be read a first, second and third time in Open Council this 17th day of October 2016.

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

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

SG-C-16

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY
BY-LAW 74-16
FOR THE YEAR 2016**

***BEING A BY-LAW TO AMEND BY-LAW NO. 38-10 TO ADD SCHEDULE “F” TO
SET RATES FOR WATER AND SEWER MULTI-DWELLING UNIT USERS***

WHEREAS Council of the Corporation of the Township of South Glengarry passed By-law 38-10 to set bi-monthly water and sewer rates for the Glen Walter Area, Lancaster/South Lancaster Area and Annual rates for the Kennedy Redwood Estates Area, Green Valley Area and to consolidate impose fees in the the Township of South Glengarry.

AND WHEREAS the Council of the Corporation of the Township of South Glengarry desires to amend By-law 38-10 to enact a new Schedue “F” to be known as the Multi-Dwelling Unit Users Fees.

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

1. **THAT** By-law No. 74-16 is amending By-law No.38-10 by adding Schedule “F” as attached.
2. **THAT** Schedule “F” to this by-law be hereby adopted as the Schedule of Multi-Dwelling Unit Users.

***READ A FIRST, SECOND AND THIRD TIME, PASSED, SIGNED, AND SEALED IN
OPEN COUNCIL THIS 17th DAY OF OCTOBER 2016.***

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

Schedule “F”

Multi-Dwelling Units and Single Dwelling Units

Rate Description

THAT the Multi-Dwelling Units (MDU) be charged at a rate similar to Single Dwelling Units (SDU), meaning that there is one minimum billing and one flat fee (collectively known as the ‘minimum’) per livable unit.

In example: a MDU with 8 units was previously charged 1 minimum and subsequently paid for usage greater than 19.3 m³. Now, by 2023 the MDU with 8 units will be charged 8 minimums and pay for usage greater than 154.4m³ (19.3m³ x 8).

THAT the 1 minimum for 1 unit MDU situation will be phased in over 7 years starting in 2017.

In example: a MDU with 8 livable units, where the first unit is charged a single ‘minimum’ and subsequent units are charged a percentage of said fees, starting at 40% in 2017 and increasing to 100% by 2023, will pay 1 ‘minimum’ per 1 living unit by 2023.

Year	1 st Unit (A)	Subsequent Units (B)	Total fees charged (A) + (B)
2017	1	7 @ 40% = 2.8	1 + 2.8 = 3.8
2018	1	7 @ 50% = 3.5	1 + 3.5 = 4.5
2019	1	7 @ 60% = 4.2	1 + 4.2 = 5.2
2020	1	7 @ 70% = 4.9	1 + 4.9 = 5.9
2021	1	7 @ 80% = 5.6	1 + 5.6 = 6.6
2022	1	7 @ 90% = 6.3	1 + 6.3 = 7.3
2023	1	7 @ 100% = 7.0	1 + 7.0 = 8.0 (which = 1 for 1)

Furthermore, in example to reflect the financial impact:

- In 2017 the ‘minimum’ will be \$804 x 3.8 minimums (1 for the first unit (A) + 0.4 x 7 (B) for 3.8) = \$3,055.20
- In 2018; \$804 x (1+ 0.5 x 7) = \$804 x 4.5 = \$3,618.00
- In 2019: \$804 x (1+ 0.6 x 7) = \$804 x 5.2 = \$4,180.80
- In 2020: \$804 x (1+ 0.7 x 7) = \$804 x 5.9 = \$4,743.60
- In 2021: \$804 x (1+ 0.8 x 7) = \$804 x 6.6 = \$5,306.40
- In 2022: \$804 x (1+ 0.9 x 7) = \$804 x 7.3 = \$5,869.20
- In 2023: \$804 x (1+ 1.0 x 7) = \$804 x 8.0 = \$6,432.00

THAT any MDU discovered on subsequent revisions of the MDU list, will be charged as per the effective date of the schedule.

In example: in 2019, if a MDU with 8 units is located and not on the list, the MDU will start at 5.2 ‘minimums’ per the above schedule.

THAT the list of MDU be reviewed periodically, but no less than once every two years, by administration and revised accordingly as needed.



STAFF REPORT

S.R. No.122-16

PREPARED BY: Joanne Haley – GM- Community Services

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: October 17, 2016

SUBJECT: To Amend the Approved Subdivision Agreement for Sapphire Estates- Phase 5

BACKGROUND:

The final subdivision agreement for Sapphire Estates Phase 5 was placed on the September 19, 2016 Council meeting agenda for Council's consideration. This draft agreement was prepared by Joanne Haley, GM- Community Services, reviewed by Ewen MacDonald, GM- Infrastructure Services, Eldon Horner, Solicitor for South Glengarry and Maurice Gatien and Jon Huza Solicitors for the developer of Sapphire Estates Phase 5.

Prior to the Council meeting, some changes were made to the agreement by administration. A few of these changes corrected typos, provided additional wording or improved wording, however a few of the changes are not supported by our solicitor or were not required.

ANALYSIS:

Below is a list of further changes that are required together with the reasons why:

- Clause 6, previously changed plans to subdivision plans. This is the incorrect term as subdivision plans refer to the draft plan or the M- Plan not the design and construction drawings. They are now referred to as the design and construction drawings
- Clause 16- removed the details of the site works as this is explained in section C of Clause 16
- Clause 20- added back in "and approved in writing by the Township , said approval not to be unreasonably withheld" as per our solicitor's advice
- Clause 35- added back in "the township and the" in order to be sure that fill is not being placed in areas such as floodplains, provincially significant wetlands etc. and to be sure that the fill is not contaminated as it could pollute areas.
- Clause 40(c)-remove "furthermore each individual lot will receive an assessment of charges related to a Municipal Drain that is within the

watershed of the Drain". This is not required as this is dealt with at the Draft Plan Approval Stage. Gary MacDonald, Drainage Superintendant reviewed this in 2015 and former Treasurer Mike Samson agreed that this is not the place for this statement.

- Schedule C- remove "as per the approved subdivision plan" as this is the incorrect wording and it is explained in Clause 16.

ALIGNMENT WITH STRATEGIC PLAN: N/A

IMPACT ON 2016 BUDGET: N/A

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report No.122-16 be received and that the Council of the Township of South authorize the Mayor and Clerk to execute the Subdivision Agreement as amended in the analysis section of this report.

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

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

SUBDIVISION

AGREEMENT

SEAWAY PRESTIGE HOMES LTD.

PREPARED BY:

TOWNSHIP OF SOUTH GLENGARRY

Planning Department

P.O. Box 220

6 Oak Street

Lancaster, Ontario

K0C 1N0

TEL: 613-347-1166

FAX: 613-347-3411

WWW.SOUTHGLENGARRY.COM

SUBDIVISION AGREEMENT

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TOWNSHIP OF SOUTH GLENGARRY

SUBDIVISION AGREEMENT

THIS AGREEMENT made in QUADRUPLICATE on the _____ day of _____ 2016.

BETWEEN:

SEAWAY PRESTIGE HOMES LTD.

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

AND

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

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

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

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

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

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

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

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

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

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

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

1. ORDER OF PROCEDURE

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

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

2. ATTACHED SCHEDULES

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

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

3. TOWNSHIP'S LEGAL, PLANNING AND ENGINEERING COSTS

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

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

4. DEVELOPER'S CONSULTING ENGINEER

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

- a) to prepare designs;

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

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

5. WORKS TO BE PROVIDED

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

6. APPROVAL OF PLANS

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

7. NOTIFICATION OF COMMENCEMENT AND COMPLETION

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

8. DECLARATION OF PROGRESS AND COMPLETION

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

9. CONSTRUCTION OF WORKS

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

10. INSPECTION OF CONSTRUCTION

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

11. QUALITATIVE AND QUANTITATIVE TESTS

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

12. VOIDING AGREEMENT

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

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

13. DEVELOPER'S EXPENSE

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

14. SECURITIES

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

15. FINANCIAL SECURITY FOR PERFORMANCE OF WORKS

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

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

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

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

16. RELEASE OF FINANCIAL SECURITY

Securities will be released on the following basis:

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

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

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

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

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

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

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

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

18. ACCEPTANCE OF WORKS

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

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

When the Township is satisfied:

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

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

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

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

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

19. PROGRESS OF WORK

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

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

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

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

20. CONTRACTOR

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

21. MAINTENANCE OF WORKS

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

22. USE OF WORKS BY TOWNSHIP

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

23. WINTER ROAD MAINTENANCE

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

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

The Developer acknowledges that the Township whilst providing access by

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

24. EMERGENCY REPAIRS

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

25. DEVELOPER'S LIABILITIES

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

26. INSURANCE

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

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

and the Council of the Township.

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

27. UTILITY COSTS AND CHARGES

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

28. BLASTING

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

29. ACCESS ROADS

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

30. DAMAGE TO EXISTING PLANTS

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

31. DUST CONTROL

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

32. DRAINAGE AND LOT GRADING

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

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

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

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

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

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

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

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

33. INTERIM GRADING OF LOTS

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

34. LANDS FOR MUNICIPAL PURPOSES

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

35. CONSTRUCTION REFUSE

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

36. LEGAL NOTICE TO DEVELOPER

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

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

37. REGISTRATION

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

38. REQUIREMENTS FOR BUILDING PERMITS

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

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

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

39. EASEMENTS

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

40. LOT LEVIES AND DRAINAGE AND LOCAL IMPROVEMENT CHARGES

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

41. PLEDGE OF TITLE TO LANDS

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

42. HYDRO ELECTRIC

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

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

43. FIRE PROTECTION

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

44. SPECIAL PROVISIONS

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

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

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

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

45. DEFAULT PROVISIONS

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

46. NO FETTERING OF DISCRETION

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

47. SUCCESSORS AND ASSIGNS

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

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

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

SIGNED, SEALED AND DELIVERED THIS ____ DAY OF _____, 2016

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

SCHEDULE "A" OF SUBDIVISION AGREEMENT

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

DESCRIPTION OF LANDS BEING SUBDIVIDED

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

SCHEDULE "B" OF SUBDIVISION AGREEMENT

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

PLAN OF SUBDIVISION

See Registered Plan #_____attached hereto.

SCHEDULE "C" OF SUBDIVISION AGREEMENT

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

WORKS TO BE PROVIDED

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

SCHEDULE "D" OF SUBDIVISION AGREEMENT

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

ESTIMATED COST OF THE WORKS

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

Roads	Costs \$
<ul style="list-style-type: none">• To excavate and remove all chunks of asphalt from existing Sapphire Drive as per St. Lawrence Testing report• To excavate for subgrade and ditching for Winchester, River drive and Sapphire Drive• To supply and place 300mm of granular B and 150mm of granular A• To fine grade and compact all crushed stone ready for paving• To form pour and strip 54m of mountable curbs• To pave roads with 50mm H18 and 40mm H13 7m width including 2 turning basins• To supply and install 15m of 450mm Csp• To supply and install 15m of 600mm Csp• To supply and install 18m of 750mm Csp	

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

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

Site Works	Costs \$
<ul style="list-style-type: none">• To construct all drainage swales and ditches as per drawings• To topsoil all swales and ditches as per drawings	

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

Total **\$330,000.00**

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

of the Agreement.

SCHEDULE "E" OF SUBDIVISION AGREEMENT

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

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

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

SCHEDULE "F" OF SUBDIVISION AGREEMENT

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

PARKLAND

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

SCHEDULE "G" OF SUBDIVISION AGREEMENT

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

DECLARATION OF "PROGRESS AND COMPLETION"

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

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

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

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

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

SIGNED

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

DATED

SIGNATURE OF WITNESS

SCHEDULE "H" OF SUBDIVISION AGREEMENT

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

Design and Construction Drawings

As per the following drawings by SAI Engineering:

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

SCHEDULE "I" OF SUBDIVISION AGREEMENT

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

STREET NAMES AND TRAFFIC SIGNS REQUIREMENTS

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

SCHEDULE "J" OF SUBDIVISION AGREEMENT

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

CERTIFICATION OF LOT GRADING

TOWNSHIP OF SOUTH GLENGARRY
CERTIFICATE OF LOT GRADING

REGISTERED PLAN NO: ____	NAME OF BUILDER: _____
LOT NO: _____	ADDRESS: _____

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

SIGNED: _____

NAME: _____

ADDRESS: _____

DATE: _____

FOR TOWNSHIP USE. DO NOT COMPLETE.

NAME OF DEVELOPER: _____
NAME OF DEVELOPMENT: _____
APPROVED: _____
DATE: _____
FILE NO: _____

SCHEDULE "K" OF SUBDIVISION AGREEMENT

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

REQUIRED WORDING OF LETTER OF CREDIT:

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

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

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

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

Partial drawings are permitted.

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

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

DATED AT _____ THIS ____ DAY OF _____2016

PER:_____

PER: _____

SCHEDULE "L" OF SUBDIVISION AGREEMENT

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

REQUIRED WORDING OF SURETY BOND

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

SIGNED AND SEALED THIS _____ DAY OF _____ 2016.

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

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

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

PROVIDED, however, that the Obligee is required to deliver to the Surety at such time _____ as a written demand _____ for payment is made upon the Surety, a certificate confirming that monies demanded pursuant to this Bond are pursuant to obligations incurred or to be incurred in connection with the agreement. AND PROVIDED further that in no event shall:

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

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF: _____
PRINCIPAL

SURETY

OBLIGEE

SCHEDULE "M" OF SUBDIVISION AGREEMENT

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

REQUIRED WORDING OF CERTIFICATE OF LIABILITY INSURANCE

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

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

The Comprehensive General Liability Insurance includes coverage for:

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

The policy contains the following endorsements:

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

2.

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

DATE:_____

Naoufel Echaouni, Seaway
Prestige Homes Ltd. "I HAVE
AUTHORITY TO BIND THE
CORPORATION"

COUNTERSIGNED:

DATE

MARILYN LEBRUN, CLERK,
TOWNSHIP OF SOUTH GLENGARRY

IAN MCLEOD, MAYOR, TOWNSHIP OF
SOUTH GLENGARRY

DATE



STAFF REPORT

S.R. No.123-16

PREPARED BY: Ewen MacDonald – General Manager Infrastructure Services

PREPARED FOR: Council of South Glengarry

COUNCIL DATE: October 17, 2016

SUBJECT: Redwood Estates Water Plant Upgrades Tender 16-12

BACKGROUND:

1. The Process Mechanical and Building Mechanical Systems at the Redwood Water Treatment Plant have reached the end of their expected useful life cycles and need to be upgraded/replaced.
2. The Ministry of the Environment 2015 Inspection Report noted that the systems are not in compliance as the filters are running on manual mode and that the controls are no longer working. The parts for the plant that would be needed to bring the plant into an automated (compliant) mode are no longer available.
3. The Township's Consultant, WSP completed a review of the water treatment system and has completed the engineering design for the necessary work to upgrade the systems.
4. A tender was issued for the following Scope of Work;

Mechanical

- Replace green sand filter control system including control valves.
- Replace green sand filter media and dispose of existing media.
- Replace high lift motors and add VFD control.
- Replace all bolting with stainless steel bolting.
- Removal of pressure tank.
- Venting of clear well.

Building

- Improvements to address humidity, including:

- Insulate aboveground piping, valves, pumps, pressure tanks and filter.
 - Sealing of building – checking doors and windows; louvers; caulking and prime walls with vapour retarding primer.
 - Addition of a dehumidifier.
 - Addition of a ductless split system.
5. The Tender Closed on October 11th. Two submissions were received as follows;

Rose Mechanical/2311812 Ontario Inc.	\$220,108.63
Eastern Welding	\$260,215.00
Engineers Estimate (Class D)	\$217,839.33

ANALYSIS:

6. The work will be staged with the completion date scheduled for 2017.

In 2016, the Contractor shall accomplish the following work:

- a) Removal of existing greensand filter media and replace a new green sand filter media.
- b) Replacement of control valves on the green sand filters.
- c) Removal of pressure tank.
- d) Installation of new control panel for green sand filters

The remaining scope shall be completed by March 31, 2017.

- a) Replace high lift motors and add VFD control.
- b) Replace all bolting with stainless steel bolting.
- c) Venting of clear well.
- d) Address humidity.

7. The Consultant has reviewed the submissions and is recommending that the Township award the contractor to the low bidder.

ALIGNMENT WITH STRATEGIC PLAN:

8. The upgrades to the Redwood Water Treatment Plant align with;
Goal 2 Invest in infrastructure and its sustainability

IMPACT ON 2016 BUDGET:

9. There is \$35,000 in the Redwood Budget for the Upgrade to the Water Treatment Plant and the balance of the funds required would be included in the 2017 Capital Budget.



10. The Engineering/Design and Project Management Costs are \$43,729.92 bringing the total project cost to \$263,838.55.
11. There is a \$30,000.00 Contingency included in the Contract Cost.
12. The Township has recently been advised that we will be receiving a formula based grant from the Federal Government and Ontario's Ministry of Infrastructure's Clean Water Waste Water Fund (CWWF), in the amount of \$338,280.00. This fund is earmarked for the rehabilitation of Water, Waste Water and Storm Water Systems. Further details will be made available in the next couple of weeks and the Township will very likely be able to use the CWWF funding for the Redwood Project.

RECOMMENDATION:

BE IT RESOLVED THAT the Council of the Township of South Glengarry award Tender #16-12 for the Process Mechanical Upgrades and Building Mechanical Upgrades at the Redwood Estates Water Treatment Plant to Rose Mechanical, 23112 Ontario Inc as per their submission of \$220,108.63 Plus HST; and furthermore that the Mayor and Clerk be authorized to sign all appropriate documents

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



STAFF REPORT

S.R. No.124-16

PREPARED BY: Ewen MacDonald – General Manager Infrastructure Services

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: October 17, 2016

SUBJECT: Glen Walter Area Water and Waste Water Master Servicing Plan RFP 16-13

BACKGROUND:

1. In 2008, the Township completed an Environmental Assessment for the Glen Walter Water and Wastewater Systems. Since the publishing of the Environmental Study Report, the Township was successful in re-rating the Glen Walter Wastewater Treatment Plant from 525 m³/day to 787 m³/day.
2. Based on development pressures, existing non serviced developments, and high extraneous flows into the wastewater collection system, the need to review both the provision of water and wastewater services has been identified.
3. The objective of the Study would be to conduct a Municipal Class Environmental Assessment (Based on Approach #1 in Section 4.4 of the Municipal Class EA document, prepared by the MEA) in order to identify a phased solution to provide water and wastewater service in the most efficient manner possible that will support the existing population and anticipated growth within the study area.
4. An RFP #16-13 to complete a Master Servicing Plan was posted on MERX and closed on October 11th.
5. There were three submissions as follows;

J.L. Richards	\$126,488.00
AECOM	\$139,949.00
WSP	\$144,338.00

ANALYSIS:

6. The RFP was set up as a 2 envelope submission with the first envelope being the Technical Proposal that would include:
 - A thorough description of the consultant's understanding of the scope of work, including a description of the key elements of the project.
 - A comprehensive description of the Consultant's company, staff resources, and applicable experience completing similar Class Environmental Assessments. Indicate the firm's base of operations and the main office from which the project will be completed (normal working office of the named Project Manager). Provide a description of three similar projects and provide references for those projects.
 - Identify the Project Manager and key project staff and sub-consultants (if applicable). Describe the relevant experience of the Project Manager and the key project staff. Descriptions shall emphasize experience on similar projects.
 - Provide details on the approach and methodology that your firm will utilize in addressing the requirements of this project. Include a detailed Task-Time Matrix showing the breakdown of staff time (in hours) for each main task and sub-task.
 - The proposal shall include a description of the firms approach to public participation program in order to ensure issues are identified, the public is part of the decision making process, and information is disseminated to dispel incorrect perceptions and maximize appropriate buy-in
 - Provide a detailed graphic project schedule outlining the time requirements and date of completion of the projects main tasks and sub-tasks. The schedule will include:
 - Start and finish dates of main tasks
 - Milestone dates for provision of deliverables to the Township
 Base the project start date on October 13th, 2016.
 - The proposal should identify value added works or services the firm will provide.
7. The second envelope is the Financial Proposal that would include the total fee to complete the Servicing Master Plan.
8. Administration has reviewed and evaluated the submissions as per the process outlined in the RFP. The Technical Proposal was worth a total of 130 points and the submissions were reviewed, evaluated and ranked. Once this evaluation was completed the Financial Proposals were opened and scored based on the formula outlined in the RFP. The Financial Proposal was worth a total of 70 points.



9. WSP achieved the highest total score (Technical and Financial Proposals combined) in the evaluation and administration is recommending that the RFP be awarded to WSP.

ALIGNMENT WITH STRATEGIC PLAN:

1. The Glen Walter Area Water and Waste Water Master Servicing Plan would align with the following Strategic Goals;

Goal 2 Invest in infrastructure and its sustainability

Goal 4 Improve quality of life in our community

IMPACT ON 2016 BUDGET:

2. There is \$120,000 in the 2016 Budget for the Glen Walter Area Master Servicing Plan. The balance of the funds required would be included in the 2017 Capital Budget.
3. The Township has recently been advised that we will be receiving a formula based grant from the Federal Government and Ontario's Ministry of Infrastructure's Clean Water Waste Water Fund (CWWF), in the amount of \$338,280.00. This fund is earmarked for the rehabilitation of Water, Waste Water and Storm Water Systems. Further details will be made available in the next couple of weeks and the Township will very likely be able to use the CWWF funding for the Master Servicing Plan.

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report No. 124-16 be received and the Council of the Township of South Glengarry award RFP #16-13 for the Glen Walter Area Water and Waste Water Master Servicing Plan to WSP as per their submission of \$144,338 Plus HST; and furthermore that the Mayor and Clerk be authorized to sign all appropriate documents.

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

APPROVAL OF THE MINUTES OF JULY 11, 2016 SPECIAL AUTHORITY MEETING

MOTION #70/16: Moved by: David Smith
Seconded by: Claude McIntosh

Be it resolved that the minutes of the Special Authority meeting held on July 11, 2016 be approved.

Carried

APPROVAL OF FINANCIAL STATEMENTS

MOTION #71/16: Moved by: Claude McIntosh
Seconded by: David Smith

Be it resolved that the Financial Statements presented be approved.

Carried

APPROVAL OF LIST OF ACCOUNTS

MOTION #72/16: Moved by: Michael Depratto
Seconded by: Alton Blair

Be it resolved that the list of accounts for the months of May, June, July & August be accepted.

Carried

APPROVAL OF CORRESPONDENCE FOR THE MONTHS OF MAY THROUGH SEPTEMBER

MOTION #73/16: Moved by: Alton Blair
Seconded by: Michael Depratto

Be it resolved that the correspondence for the months of May through to September be accepted.

Carried

MR. & MRS. ROSE RETROACTIVE O. REG. 175/06 PERMIT APPLICATION (Staff Report #20/16)

In July, Kim presented the Board with a retroactive permit application from Mr. and Mrs. Rose

for a new addition at the rear of the main cottage, and a new roofline extending over the deck of the main cottage. A recommendation was presented to the Board of Directors and the matter was brought to a vote, at which time the motion was defeated.

The applicants were not in attendance at the July meeting and requested that the matter be brought back for discussion to allow them the opportunity to address their concerns to the Board.

MOTION #74/16: Moved by: Michael Depratto
Seconded by: Claude McIntosh

Be it resolved that the Raisin Region Conservation Authority Board of Directors stand by the Motion #65/16 rendered on July 11, 2016.

Carried

ELECTRICAL REPAIRS AT THE FLY CREEK PUMPING STATION (Staff Report #2116)

The Fly Creek Pumping Station has been experiencing ongoing electrical issues over the past few years. As a result, there was significant damage to the equipment, which is critical for the proper operations of Fly Creek. Staff is recommending that this equipment be replaced as soon as possible. There is a possibility that 50% of the cost be reimbursed retro-actively through the Ministry of Natural Resources and Forestry's WECI program. An application will be submitted.

MOTION #75/16: Moved by: Michael Depratto
Seconded by: Claude McIntosh

Be it resolved that the Raisin Region Conservation Authority Board of Directors authorize staff to select a qualified contractor to undertake the Fly Creek electrical repairs at an upset limit of \$30,000 plus HST.

Carried

CHARLOTTENBURGH PARK UPDATE (Staff Report #22/16)

Bruce presented the Board with a recommended price increase for the 2017 camping season. His recommendation was based on price comparisons with other area campsites.

MOTION #76/16: Moved by: Ian McLeod
Seconded by: David Smith

Be it resolved that the Raisin Region Conservation Authority Board of Directors approves the new 2017 Fee Schedule for Charlottenburgh Park.

Carried

GRAY'S CREEK MARINA UPDATE

Due to demand, Bruce is recommending that the Gray's Creek Marina be expanded to include 12 more boat slips, large enough to fit pontoon boats.

RRCA WATERSHED DROUGHT CONDITIONS

Phil provided a summary of this summer's drought conditions. Currently the RRCA is in level II drought condition but is improving and the RRCA is expected to move into Level I shortly as precipitation amounts increased in the month of August and to date.

MANAGEMENT OF S.D. & G. COUNTY FORESTS

Roger and Norm met with South Nation Conservation staff to discuss our interest in co-managing the United Counties of S. D. & G. County Forest. South Nation Conservation now has a one year agreement with S. D. & G. Counties to manage their forest properties. It was suggested that the RRCA would look after all forestry properties east of Highway 138 and South Nation would look after the properties west of the 138. RRCA staff would like to meet with the Counties and South Nation staff to get more information on what would be required to manage these properties. Staff will update the Board Members at a future Authority meeting.

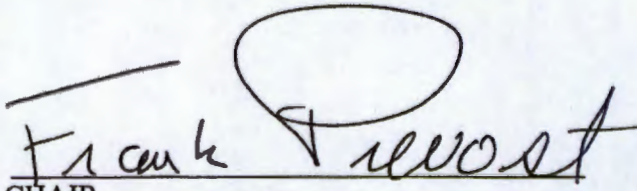
ADJOURNMENT

MOTION #77/16: Moved by: Ian McLeod

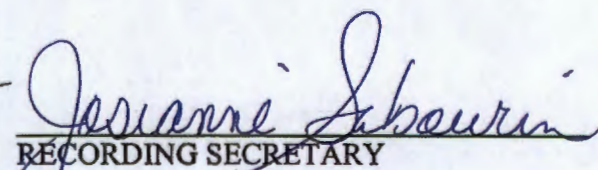
Be it resolved that the meeting be adjourned.

DISTRIBUTION: Authority Members
Participating Municipalities

NEXT MEETING: OCTOBER 20, 2016
4:00 p.m. – RRCA Administration Office



CHAIR



RECORDING SECRETARY



**RAISIN
REGION
CONSERVATION
AUTHORITY**

Agenda

Date: September 15, 2016

Time: **4:00 pm** – RRCA Meeting

Location: RRCA Administration Office

Page

1. Call to Order
2. Additions to the Agenda
3. Approval of the Agenda
4. Pecuniary Interest
5. Approval of Minutes of June 16, 2016 Full Authority Meeting 1
6. Approval of Minutes of July 11, 2016
Special Authority Meeting 6
7. Business arising from the Minutes
8. Approval of Financial Statements
9. Approval of List of Accounts for the month May, June, July & August 9
10. Correspondence for the Months of May through September 18
11. Mr. & Mrs. Rose Retroactive O. Reg. 175/06 Permit Application -
Kim MacDonald (Staff Report #20/16) 35
12. Electrical Repairs at the Fly Creek Pumping Station – Phil Barnes
(Staff Report #21/16) 63
13. Charlottenburgh Park Update – Bruce MacDonald (Staff Report #22/16) 64
14. Gray's Creek Marina Update – Bruce MacDonald
15. RRCA Watershed Drought Conditions – Phil Barnes
16. Adjournment



September 27, 2016

MINUTES OF
COMMITTEE OF ADJUSTMENT

Township of South Glengarry

A meeting of the Committee of Adjustment was held at 5:00 pm on September 27, 2016 in the Council Chambers at the municipal building in Lancaster, Ontario.

Committee Members present were: Councillor Bill McKenzie, Chair, Peter Lebrun, Barbara Menard, Linda Alison, Kevin Lalonde, Director of Development/Chief Building Official and Secretary- Treasurer Joanne Haley.

Regrets: Councillor Lyle Warden

The members of the public in attendance at this meeting were as follows:

Nicole and Gaston Viau- Applicants- A-11-16
Ben and Patricia Murray- Applicants- A-12-16
Pierre Menard and Jean- Shago- Menard- Agents for Application A-13-16
Aaron Bell- Applicant for A-14-16
Mathew MacLean- Solicitor/Agent for A-15-16

Helen Ziemianski- neighbour for A-14-16
Murielle Bourdeau- neighbour for A-12-16
Ken Robbers- neighbour for A-14-16
Louise Summers- neighbour for A-15-16
Leo Paul Viau- neighbour for A-11-16
Therese Thurren-neighbour for A-11-16

Meeting was called to order at 5:00pm

MOVED BY: Peter Lebrun

SECONDED BY: Barbara Menard

BE IT RESOLVED THAT the Committee of Adjustment meeting of September 27, 2016 is hereby called to order.

CARRIED



Approval of Agenda

MOVED BY: Peter Lebrun

SECONDED BY: Barbara Menard

BE IT RESOLVED THAT the Agenda be approved.

CARRIED

Approval of Minutes

MOVED BY: Linda Alison

SECONDED BY: Barbara Menard

BE IT RESOLVED THAT the minutes of the August 30, 2016 meeting as amended be approved.

CARRIED

No Pecuniary Interest was declared

Review of Applications

Application A-11-16- Viau

J Haley provided a presentation to the Committee pertaining to this application; the information presented was as follows:

- 21198 Bayview Avenue, in the former Township of Lancaster, now the Township of South Glengarry
- The property is designated Residential District, and is zoned Limited Services Residential & Floodplain-Holding
- The applicant is requesting the following relief from the Zoning By-Law 38-09 in order to construct an addition to the existing residence:
 - The maximum lot coverage is 20% however the current lot coverage is 36.8% therefore the applicant wishes to increase the maximum lot coverage further from 36.8% to 40.7% and to reduce the watercourse setback from 30 meters to 12.1 meters to permit the construction of an addition to the existing single detached dwelling.



- The subject property is privately serviced
- A new septic system is required to be installed to accommodate the proposed development
- No comments from the public have been received to date
- The RRCA has no objections to this application

Peter Lebrun, Committee member, requested the applicant to confirm where the garage was being constructed. Mr. Viau explained that it would be constructed within a part of the existing dwelling and to the front and west side of the house.

MOVED BY: Barbara Menard
SECONDED BY: Linda Alison

BE IT RESOLVED THAT Minor Variance Application A-11-16 is approved as the variance is considered minor in nature, desirable for the use of the land and in keeping with the general intent of the Township's Official Plan and Zoning By-Law.

CARRIED

A-12-16- Murray

J Haley provided a presentation to the Committee pertaining to this application; the information presented was as follows:

- Lot 49, Registered Plan No. 104, Glendale Subdivision in the former Township of Charlottenburgh, now in the Township of South Glengarry
- The property is designated Rural District, and is zoned Rural
- The applicant is requesting relief from Part 10.2 of the Zoning By-law 38-09 to reduce the front yard setback from 15 meters to 10 meters and to reduce the interior side yard setback from 10 meters to 6 meters to create a larger building envelope for future residential development
- The Glendale subdivision used to have different zoning provisions which required lesser setbacks, these rules were changed in 2009 as per the EOHU request
- No comments from the public have been received to date
- Staff have no concerns with this request

A Neighbouring property owner- Murielle Bordeaux, asked the Applicant to confirm the location of the proposed single detached dwelling as she was concerned that the new dwelling may be too close to her property line. She was also concerned with the location of the proposed septic system. She was under the understanding that there was a township by-law that required septic systems to be located in the rear yard.



Mr. Murray, the applicant, explained the location of both the proposed dwelling and the septic system. J Haley confirmed that the Township had no such by-law regulating the location of septic systems.

MOVED BY: Linda Alison

SECONDED BY: Peter Lebrun

BE IT RESOLVED THAT Minor Variance Application A-12-16 is approved as the variance is considered minor in nature, desirable for the use of the land and in keeping with the general intent of the Township's Official Plan and Zoning By-Law.

CARRIED

A-13-16- Menard

J Haley provided a presentation to the Committee pertaining to this application; the information presented was as follows:

- 6326 78th Avenue, in the former Township of Lancaster, now in the Township of South Glengarry
- The property is designated Residential District, and Provincially Significant t Wetland and is zoned Limited Services Residential and Floodplain -Holding
- The applicant is requesting relief from Part 6.2 of the Zoning By-law 38-09 to reduce the minimum lot area from 4,000 square meters to 695 square meters and to reduce the minimum lot frontage from 40 meters to 21.36 meters to satisfy a condition of a Consent.
- No comments from the public have been received to date
- The RRCA has no objections to this application
- Staff have no concerns with this request

Chairman, Bill McKenzie asked if the applicants receive a copy of the Raisin Region Conservation Authority (RRCA) Comments. J Haley replied that only if the RRCA copies them or if the applicant requests a copy.

MOVED BY: Barbara Menard

SECONDED BY: Peter Lebrun

BE IT RESOLVED THAT Minor Variance Application A-13-16 is approved as the variance is considered minor in nature, desirable for the use of the land and in keeping with the general intent of the Township's Official Plan and Zoning By-Law.



CARRIED

A-14-16- Bell

J Haley provided a presentation to the Committee pertaining to this application; the information presented was as follows:

- 6083 and 6085 3rd Line Road Avenue, in the former Township of Lancaster, now in the Township of South Glengarry
- The property is designated Rural Settlement Area in the County Official Plan, this proposed application conforms to the Official Plan
- The property is zoned Residential One
- The applicant is requesting relief from Part 6.2 of the Zoning By-law 38-09 to reduce the minimum lot area from 4,000 square meters to 744.65 square meters and to reduce the minimum lot frontage from 40 meters to 23.73 meters for the property located at 6083 3rd Line Road
- Also, to reduce the minimum lot area from 4,000 square meters to 1,169.58 square meters, to reduce the minimum lot frontage from 40 meters to 17.78 meters, to reduce the minimum front yard setback from 6 meters to 0.76 meters and to reduce the interior side yard setback from 1.2 meters to 0.79 meters to accommodate an existing single detached dwelling for the property located at 6085 3rd Line Road
- The Township Requires Road widening as a condition of consent which placed the dwelling in further non compliance to the Zoning By-Law
- These minor variances are required as per a condition of a Consent
- The applicant filed a consent application with the United Counties of SDG for a correction of title as the 2 properties merged in error according to the applicants solicitor
- Even though these 2 parcels were once 2 legally conveyable parcels and were developed they must conform to today's zoning by-law
- The property known as 6083 3rd line Road is currently vacant as the dwelling burned several years ago
- The property known as 6085 is residentially developed and recently undergone renovations as well as a new septic system was installed
- The United Counties approved the consent application subject to conditions
- 2 of the conditions were:
 - to apply for and obtain a minor variance and
 - to demonstrate that a septic system can be installed on the vacant parcel
- The applicant applied for and received an on-site sewage system permit for the developed parcel to replace the existing system, this was installed in 2015
- No comments from the public have been received to date



- Staff have no concerns with this request and recommend the minor variances to be approved

The Committee asked if the requirement for road widening was a condition of the severance; J Haley replied yes.

Helena Ziemianski – neighbour, asked if there was a concern that 2 septic systems were too close to each other. Both K Lalonde and J Haley explained that this was not a concern as all septic systems must conform to the Building Code.

Ken Robbers- neighbour, asked many questions and offered many comments throughout the meeting; the questions and comments can be summarized as follows:

- Concerned that the proposed septic system will have a mound that will create drainage issues
- Requests that a grading plan be submitted and wants to review it
- Concerned that the property is already low that development will create more issues
- Concerned that a proposed house will not be able to meet setbacks
- Concerned that the property is too small
- Severance should not have been approved
- Wants to be notified of what the applicant is building

J Haley asked Mr. Robbers if he participated in the consent process at the United Counties level as many of his concerns were pertaining to the creation of the lot and not the variances that have been requested. Mr. Robbers stated that he did not participate in the consent process with the United Counties. J Haley and K Lalonde explained that grading of properties is addressed through the building permit process. He was also informed that the Township has a grading and drainage by-law that requires all properties that are less than one acre in a settlement area to produce a grading and drainage plan. Mr. Robbers was also informed that the public is not notified when building permits are issued nor do the public has a right to comment as this is not required under the building code act.

Barbara Menard, Committee member requested an explanation how properties can merge and wanted a clarification of the severance process. J Haley responded to both questions.

Mr. Bell informed the Committee that he believed that the properties merged in 2004 as the properties were registered in the same name. He also informed the Committee that he replaced the sewage system on the developed parcel in 2015 as the system had failed and raw sewage used to be on the property and the neighboring property.

The Committee asked J Haley if the application could be deferred, J Haley responded yes and that possibly a report outlining the details of the merger could be provided.



MOVED BY: Peter Lebrun

SECONDED BY: Barbara Menard

To approve Minor Variance application A-14-16.

Because it was obvious that a tie vote was going to occur, J Haley requested the committee to provide her time to review the Roberts Rules of Order to ensure what the result of the vote would be. The Committee agreed to hear minor variance application A-15-16 prior to recessing the meeting.

A-15-16- Keezer

J Haley provided a presentation to the Committee pertaining to this application; the information presented was as follows:

- Part of 32, Concession 1, Part 1 on 14R 2123, in the former Township of Lancaster, now in the Township of South Glengarry.
- The property is designated Rural District, and is zoned Limited Services Residential
- The applicant is requesting relief from Part 3.1 (4) of the Zoning By-law 38-09 to increase the maximum height for an accessory structure from 4.5 meters to 4.52 meters and to increase the maximum area for an accessory structure from 50 square meters to 139.3 square meters for an accessory structure that is currently being constructed.
- The property owner constructed the accessory structure without obtaining a building permit
- The property owner is working with staff to gain compliance
- The applicant applied for a consent application to merge parcels of property as the accessory structure is not permitted to be the primary use on the subject property
- This minor variance is a condition of consent
- No comments from the public have been received to date
- Staff have no concerns with this request

Mr. MacLean, the solicitor/agent for the applicant presented to the Committee the history of the development and admitted that he and his client is aware that he made an error and built without a permit. He also explained the requirements of the Township and why and how the subject parcel was merging to the abutting parcel by way of Consent. Merging the abutting parcels that are also owned by the property owner will allow the accessory building to conform to a portion of the zoning by-law as the accessory building will no longer be the primary use of the subject property.



Barbara Menard, Committee member informed Mr. MacLean that she is not pleased when construction occurs without a permit. She also asked for an explanation as to why the accessory building is so large.

Linda Alison, Committee Member, asked who the contractor was, the solicitor was unsure.

Peter Lebrun, Committee Member, requested clarification of the merging of the properties and if there was a green road on or by the property.

Louise Summers, neighbour, wanted clarification of why the properties were merging and the ownership

MOVED BY: Peter Lebrun

SECONDED BY: Barbara Menard

BE IT RESOLVED THAT Minor Variance Application A-15-16 is approved as the variance is considered minor in nature, desirable for the use of the land and in keeping with the general intent of the Township's Official Plan and Zoning By-Law.

CARRIED

The Chairman called a recess at 6:10pm to provide J Haley and K Lalonde to research Roberts Rules of Order.

The Committee of Adjustment meeting was reconvened at 6:54 pm.

J Haley explained to the Committee that when there is a tie vote the motion is defeated therefore Minor Variance Application A- 14-16 is denied. J Haley requested the Committee Members who voted against the motion to provide reasons as to why the application was denied.

MOVED BY: Peter Lebrun

SECONDED BY: Barbara Menard

BE IT RESOLVED THAT Minor Variance Application A-14-16 is denied as the variance is not considered to be minor in nature, and is not desirable for the appropriate development of the subject lands.

CARRIED



Adjournment

BE IT RESOLVED THAT the meeting of September 27, 2016 be adjourned to the call of the Chair @ 7:05 pm.

Oct 4, 2016


M. Lebrun, Clerk
Township of South Glengarry
6 Oak St.,
Lancaster, Ont.
K0C 1N0

ATT: Ms. Lebrun:

We hereby that the following request be presented to the Council of the Township of South Glengarry for consideration..

The Township of South Glengarry and the City of Cornwall have reached an agreement in principal for water and sewer services to be provided by the city to lots on Boundary Rd in the township. Mr. John Warden here by requests that permission be granted to install holding tanks on his property at 6275 Boundary road until these services become available. Mr. Warden has an MOE licence (MOE # A920241) to haul and dispose of the contents at his disposal site on Airport Road. When the water and sewage systems are installed the property will be hooked up.

Yours truly


Ian MacDonald, Agent
21615 Conc. Rd 6
North Lancaster, Ont.
K0C 1Z0



Sir John Johnson Manor House Committee
PO Box 225, 19692 William Street
Williamstown, ON K0C 2J0

06 October 2016

Ian McLeod
Mayor
Township of South Glengarry
6 Oak Street
P.O. Box 220
Lancaster, ON K0C1N0

REQUEST FOR FUNDING

The Sir John Johnson Manor House, located in Williamstown was built by Sir John Johnson, 2nd Baronet of New York between 1784 and 1792 while he was building a grist mill and a sawmill to contribute to the establishment of the Loyalist settlement of Williamstown. Sir John was a major loyalist military commander in the American Revolutionary War. Following the war he acted as an administrator for the Crown and was responsible for settling the disbanded Loyalist soldiers and their families from what is now the Quebec border to Prince Edward County.

The Manor House is one of the oldest houses west of the Quebec border. It's unique historical and architectural qualities meant that, eventually, it was purchased by Parks Canada (PC) and declared a national historic site. There are, presently, two occupants of the house: the Sir John Johnson Manor House Committee (SJJMHC) and a branch of the SD&G Public Library (site plan and interior plans enclosed). The Manor House has reached a point where extensive stabilization and restoration efforts are required. It will not be long before public access is restricted. It is no longer safe to walk on the second floor.

The SJJMHC is a non-profit charitable corporation. It hosts the Glengarry Archives, and runs various education functions. The SJJMHC is a partner with PC and an advocate for this site. Over the years SJJMHC has appealed to PC to invest in the restoration of the Manor House. Previously, PC had not been in a financial position to meet the requests.

In 2013 SJJMHC submitted a business plan to PC requesting that PC agree to allow SJJMHC to raise money to stabilize the house, and to restore it. A key part of the plan was to develop the upstairs into three bedrooms and a suite so that, in future, the site can pay for its own maintenance. In 2015 PC commissioned WSP Canada Inc (one of Canada's leading engineering consultants) to do a building condition assessment. The resulting report details that the Manor House is in need of \$1.4 million dollars worth of work (Budget Costing, Appendix D, to the report is enclosed).

This year PC has declared that it will go ahead with the project and has committed a total of half a million dollars to the project (press release enclosed). That leaves \$900,000 that SJJMHC is looking to

raise. We are appealing to various government levels as well as private donations.

The Archives at the Manor House attracts people from all over North America. This plan will encourage visitors to come to this history rich part of Ontario. There will be a natural economic spin off to other historic locations the areaa. It is an innovative plan because it will have the site pay for itself in the future.

SJJMHC asks that the Township of South Glengarry financially support this initiative.

SJJMHC would be happy to make a submission to Council, in person, if you wish.

Yours truly,

A handwritten signature in black ink, appearing to read "Brent Lafave". The signature is fluid and cursive, with the first name "Brent" and last name "Lafave" clearly distinguishable.

Brent Lafave
President
SSJMHC

email address: sirjohnjohnsonmanorhouse@bellnet.ca

website : www.glengarryarchives.ca

phone: 613-347-2356



Parks
Canada

Parcs
Canada



News Release

For immediate Release

Investments in our Heritage at Sir John Johnson Manor House

Funding to help protect one of Ontario's oldest buildings

June 13, 2016

Williamstown, Ontario

Parks Canada Agency

Sir John Johnson House National Historic Site, located in the historic town of Williamstown, is one of the oldest surviving houses in present day Ontario. Today Parks Canada announced an infrastructure investment of more than \$450 000 for Sir John Johnson Manor House.

This investment will focus on major structural and exterior repairs of the building to assure structural integrity of the Manor House. Work will focus on the building's foundation and exterior wood elements, roof replacement, and the rehabilitation of windows and doors.

The site is well known within the community as the Williamstown location of the Stormont, Dundas and Glengarry County library. The library offers a variety of programs and activities for community members of all ages. During the reconstruction, the library will be relocating to a nearby location, and Parks Canada looks forward to welcoming them back when construction is completed.

Another tenant at this national historic sites is the Sir John Johnson Manor House Committee who have a license of occupation from Parks Canada and present visitor experience opportunities throughout the summer. Parks Canada's investment in the infrastructure at the site will provide an opportunity for the Manor House Committee to invest in new visitor experience opportunities. Developing new and innovative programs and services allows more Canadians, including youth and newcomers, to experience and learn about our history.

Investments in preservation, rehabilitation and restoration of our national historic sites will protect our heritage and strengthen their appeal as destinations to celebrate our nation's achievements.

Quotes

"Through investments like this, Parks Canada is protecting and preserving our treasured places, while supporting local economies, contributing to growth in the tourism sector, and enhancing the charm and attractiveness of Canada's heritage sites. Sir John Johnson National Historic Site has a prominent place in the town of Williamstown, and I am pleased that through this investment, the site will remain a focal point in community life, while facilitating efforts by the John Johnson Manor House Committee to create new opportunities for locals and tourists to further enjoy this historic home."

Katherine Patterson

Field Unit Superintendent, Georgian Bay and Ontario East, Parks Canada

"The Sir John Johnson Manor House Committee is historically important to Canada, and of course to this community in particular. We are very happy to be working with the dedicated and innovative staff of Parks Canada and look forward to having a strong building from which we will be able to provide exciting opportunities for visitors."

Brent Lafave

President, Sir John Johnson Manor House Committee



Parks
Canada

Parcs
Canada



Quick Facts

- Built in Williamstown, Ontario between 1784 and 1792 as part of a mill site, Sir John Johnson House is significant for its architectural design and for being one of the oldest surviving buildings in Ontario.
- The house was built by Sir John Johnson, who encouraged United Empire Loyalists to settle in the St. Lawrence River Valley after the American Revolution.
- Expanded in the 1820s, today the house is a remarkable documentary record of vernacular building methods of the 18th and 19th centuries in Canada.
- Parks Canada is investing an unprecedented \$3 billion dollars over 5 years to support infrastructure work to heritage, tourism, waterway and highway assets located within national historic sites, national parks and national marine conservation areas across Canada. This investment will ensure these cherished places are protected and secured for the future.

Associated Links

[Parks Canada](#)

[Sir John Johnson Manor House National Historic Site](#)

- 30 -

Contacts

Bruce MacMillan
Public Relations and Communications Officer
Georgian Bay and Ontario East
Parks Canada
613-923-5261 extension 122

Media Relations
Parks Canada Agency
855-862-1812
pc.media@pc.gc.ca

Corporation of the Township of North Glengarry

90 Main Street South
P.O. Box 700
Alexandria, ON K0C 1A0
Tel: (613) 525-1110
Fax: (613) 525-1649



Municipalité du canton de Glengarry nord

90 rue Main sud
C.P. 700
Alexandria, ON K0C 1A0
Tél: (613) 525-1110
Télécopieur: (613) 525-1649

www.northglengarry.ca

October 7, 2016

Mayor McLeod and Council members,

Recently, North Glengarry Council reviewed the letter dated September 16, 2016 sent on your behalf from your Chief Administrative Officer. We note your concern with the cancellation of the mediation process with Mr. Bellchamber and your stated intent to withhold further contributions to the GSP after December 31, 2016.

North Glengarry Council is offering a revised process to determine if a negotiated solution could be found that would be mutually palatable to both townships and avoid the need for further delays in resolving the issue, arbitration or legal costs. Aside from this matter, both Township councils and administration have a long track record of working cooperatively and we hope we can rely on that to chart a new path. Given your deadline of the end of the year, we hope to clarify our next steps in the coming days and hopefully resolve the issue in the coming weeks in advance of our 2017 budgeting processes.

North Glengarry Council directed me to offer a new process that would see each Council meet individually and determine a compromise proposal that each Council is prepared to live with. Then, the proposals could be exchanged and if warranted, a subcommittee of Mayor and one councillor and the two CAOs could meet to discuss. That meeting would review how far apart the two parties are and what, if any, progress can be made on a settlement. This would be similar in concept to union negotiations. Ideally, the two subcommittees could propose to each Council to ratify a tentative agreement in a timely fashion.

Thank you for your time.

Daniel Gagnon
Chief Administrative Officer / Clerk

CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY

MOVED BY: *Trevor Bougie*

No. 118-15

SECONDED BY: *Joyce Gravelle*

Date: *April 13* 2015

BE IT RESOLVED THAT

The Corporation of the Township of South Glengarry hereby initiate the steps necessary to relinquish the Township's 25% ownership of the **Glengarry Sports Palace** and **FURTHERMORE** that the Township takes any and every step necessary to eliminate and all liability (financial and/or otherwise) associated with the ownership and operation of the Glengarry Sports Palace in the future and **FURTHERMORE THAT** this process be initiated in accordance with Section 12 "Dispute Resolution" of the Glengarry Sports Palace Agreement.

"True Certified Copy"

M. DeBruin
Clerk

Carried

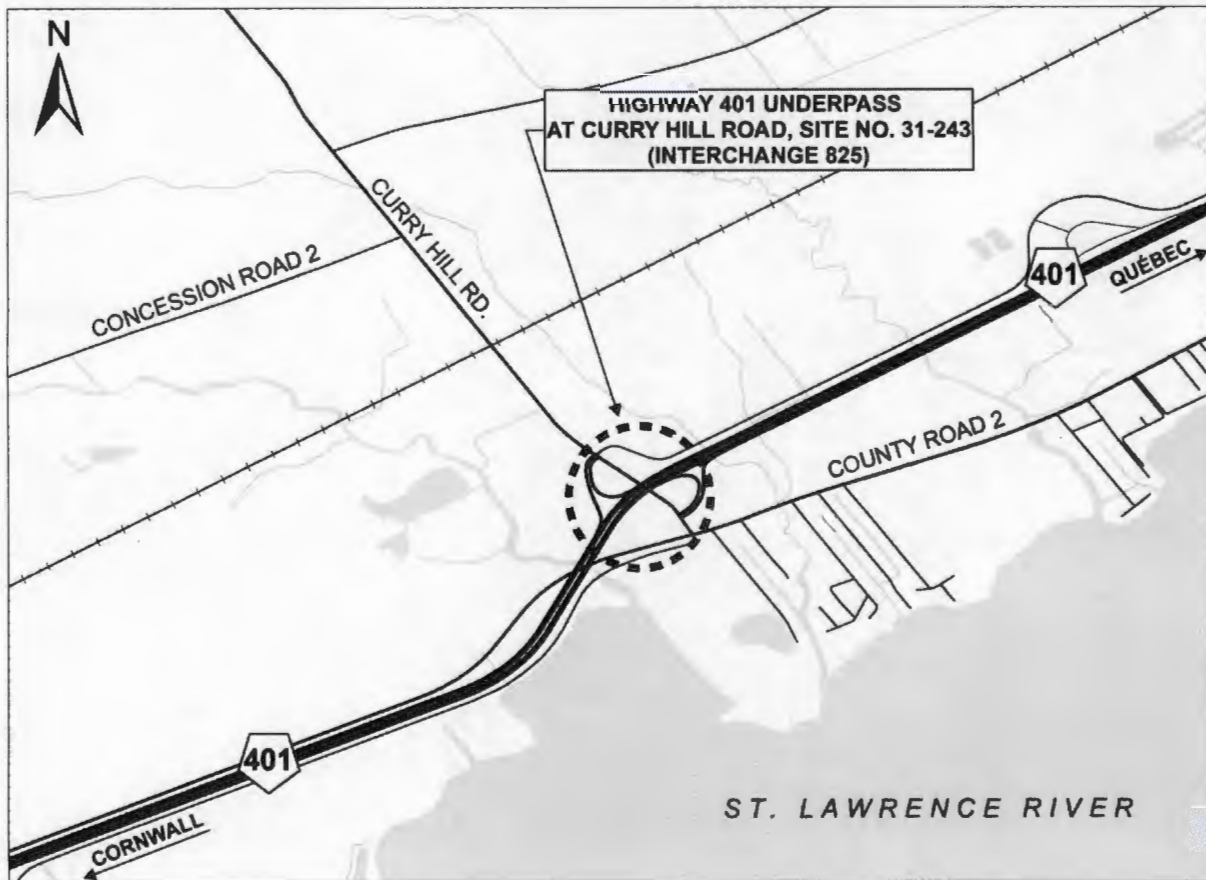
Mayor Ian McLeod

DIVISION VOTE

YEAS	MAYOR, DEPUTY MAYOR, AND COUNCIL	NAYS
√	Councillor Trevor Bougie	
√	Councillor Joyce Gravelle	
	Mayor Ian McLeod	√
√	Councillor Lyle Warden	
3	TOTALS	1

REHABILITATION OF HIGHWAY 401 UNDERPASS AT CURRY HILL ROAD

(WP 4086-13-01)



STUDY AREA – KEY MAP



Should you require further information regarding this study, please feel free to contact the undersigned at the address listed below.

Mr. Trevor Small, P.Eng.
Consultant Project Manager

MMM Group Limited
2655 North Sheridan Way, Suite 300
Mississauga, ON L5K 2P8

Phone: (905) 823-8500
1-877-562-7947 (toll free)
Fax: (905) 823-8503
E-mail: smallt@mmm.ca

Ms. Nancy Elliott, P.Eng.
MTO Project Manager

Ministry of Transportation Eastern Region
1355 John Counter Blvd., Postal Bag 4000
Kingston, ON K7L 5A3

Phone: (613) 545-4662
1-800-267-0295 (toll free)
Fax: (613) 540-5106
E-mail: nancy.elliott@ontario.ca

Under the *Freedom of Information and Protection of Privacy Act* (FOIPPA), comments and information regarding this project, with the exception of personal information, will become part of the public record. If you have accessibility requirements in order to participate in this project, please contact the Project Team member listed above.

Des renseignements sont disponibles en français en composant le (613) 546-2227 poste 2134, auprès d'Emily Sangster, Courriel: SangsterE@mmm.ca.

Yours very truly,
MMM Group Limited

Trevor Small, P.Eng.
Consultant Project Manager

cc: Ms. Nancy Elliott, Project Manager – MTO Eastern Region
Ms. Erin Pipe, Environmental Planner – MTO Eastern Region
Ms. Emily Sangster, Consultant Environmental Planner – MMM Group Ltd.



MMM Group Limited
 2655 North Sheridan Way, Suite 300
 Mississauga, ON Canada L5K 2P8
 t: 905.823.8500 | f: 905.823.8503
 www.mmmgrouplimited.com

October 4, 2016

Township of South Glengarry
 6 Oak Street, PO Box 220
 Lancaster, Ontario
 K0C 1N0

Attention: Ms. Marilyn Lebrun
 Township Clerk

*during the
 Papa 17th Oct
 8:30-4:00 PM*



**RE: COMMENCEMENT OF DETAIL DESIGN / ENVIRONMENTAL ASSESSMENT STUDY
 REHABILITATION OF HIGHWAY 401 UNDERPASS AT CURRY HILL ROAD (WP 4086-13-01)**

The Ministry of Transportation (MTO) has retained WSP | MMM to complete the Detail Design and Environmental Assessment Study for the rehabilitation of the Highway 401 Underpass at Curry Hill Road in the Township of South Glengarry, as shown on the enclosed key map. The purpose of this letter is to inform you of the project and provide you with an opportunity to offer comments and/or information that may pertain to the study.

The scope of the rehabilitation includes:

- Concrete patch repairs to the deck soffit, girders, abutments, and piers;
- Resurfacing of the Curry Hill Road underpass from the north ramp terminal to the south ramp terminal; and
- Potential short-duration ramp closures to accommodate the rehabilitation works.

These rehabilitation works will be completed at the same time as the resurfacing of the interchange ramps, which received EA approval in 2013 under a separate study. The resurfacing will require short-duration closures of all four ramps. Advanced signing will be placed along Hwy 401 and Curry Hill Road advising of all ramp closures.

This project is following the approved environmental planning process for Group 'C' projects under the *Class Environmental Assessment (Class EA) for Provincial Transportation Facilities* (2000), and will be documented in an Environmental Screening Document (ESD).

Please provide any information, comments or questions that you may have regarding this project by **Tuesday, October 18** on the attached comment form or in a separate letter.

South Glengarry

4th Annual

Volunteer Appreciation Wine & Cheese Social

TUESDAY, DECEMBER 6TH
6 PM - 8 PM

Char-Lan Recreation Centre
Upstairs Hall
19740 John Street, Williamstown

The Township of South Glengarry
invites all community volunteers in
thanks for their time, support and
commitment to our community and
organizations.

Please RSVP by
November 28th to Kelli at
613-347-1166 ext. 264 or
ecdev@southglengarry.com



INFORMATION REPORT

REPORT TO: Council of South Glengarry

MEETING DATE: October 17, 2016

SUBJECT: Infrastructure Services Monthly Report

PREPARED BY: Ewen MacDonald – General Manager
Infrastructure Services



Capital Projects	Details	Expected Completion
	Road Projects	
Kraft Bridge SN 30022	<ul style="list-style-type: none"> Rehabilitate Awarded to Willis Kerr Bridge to be closed from May through the end of September Road Opened on September 30 New Plaque to Accompany Original? 	<ul style="list-style-type: none"> October
2 nd Line Bridger SN 33043	<ul style="list-style-type: none"> Deck Condition Survey Structural Evaluation 	<ul style="list-style-type: none"> November
1 st Line Bridge SN 30062	<ul style="list-style-type: none"> Consultant reviewing repair options for block walls at both ends of structure Repairs either this fall or replacement in 2017 	<ul style="list-style-type: none"> November
Airport Road Section No 4079	<ul style="list-style-type: none"> Pulverize and Pave 2.9 km SDG Joint Tender awarded to Cornwall Gravel 	<ul style="list-style-type: none"> Completed
Purcell Road Section No 3141	<ul style="list-style-type: none"> Pulverize and Pave 1.1 Km north of Tyotown SDG Joint Tender awarded to Cornwall Gravel 	<ul style="list-style-type: none"> Completed
Glen Walter	<ul style="list-style-type: none"> Pulverize and Pave Kilkenny, Bray & Lawrence SDG Joint Tender awarded to Cornwall Gravel 	<ul style="list-style-type: none"> Completed
Williamstown	<ul style="list-style-type: none"> Pulverize and Pave Church & Warren 	<ul style="list-style-type: none"> Completed

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

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

INFORMATION REPORT



REPORT TO: Council of South Glengarry

MEETING DATE: October 17, 2016

SUBJECT: Consent Application B-102-16

PREPARED BY: Joanne Haley, GM- Community Services

RE: B-102-16
Part Lots 23, Concession 3 S.R.R.
Former Township of Charlottenburgh
Petepiece

Type of Consent: Lot Addition

Subject:

The subject property is located on part of lot 23, Concession 3 S.R.R south side of Street Road. The purpose of this application is to sever approximately 1 acre of vacant land that is treed and contains services for the abutting property such as; power and phone lines, a portion of the driveway, pool fence, solar panels and a dry well. The proposed severed land will merge to the abutting residential property. Approximately 68.15 acres of agricultural land will be retained.

Official Plan Designations: The subject property is designated Agriculture in the County Official Plan. Lot additions are permitted therefore this consent conforms to the Official Plan.

Zoning By-law: The subject property is zoned Agriculture in the Township of South Glengarry Zoning By-law. This proposed consent conforms to the Township's Zoning By-Law.

Proposed Recommendation: That the United Counties of SDG Manager of Planning approves this application for consent as it conforms to the Provincial Policy Statement, the Official Plan and the Township of South Glengarry's Zoning By-Law. This consent will be subject to the following conditions:

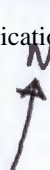
1. A review fee of \$200.00 must be paid to the Township.
2. Road widening must be deeded to the Township for the severed and retained lands.

Respectfully submitted by: Joanne Haley

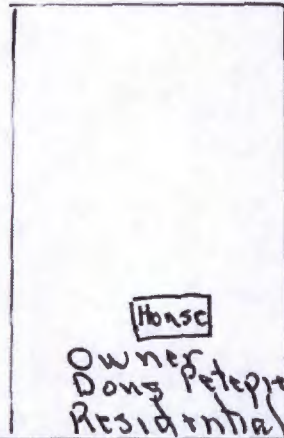
Date: October 6, 2016

W $\frac{1}{2}$ Lot 23

E $\frac{1}{2}$ Lot 23
Conn 3, SAR



Owner
Don Kannon
Cash Crops

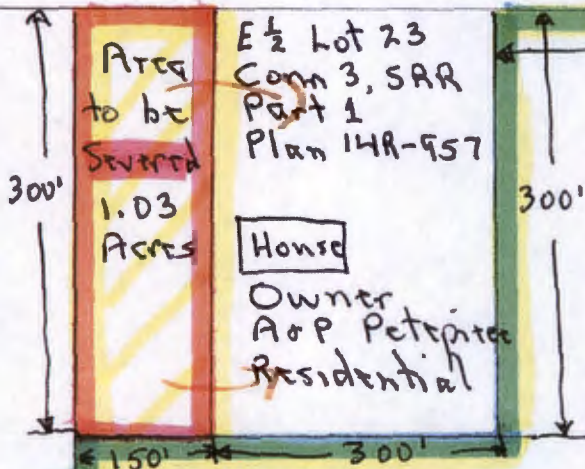


Owner
Andrew
Petepiece
Cash
Crops

Owner
David
Petepiece
Cash
Crops

STREET ROAD

Owner
Steve
Cornish
hobby
farm



Owner
Andrew
Petepiece
Cash Crops

Owner
David
Petepiece
Cash Crops

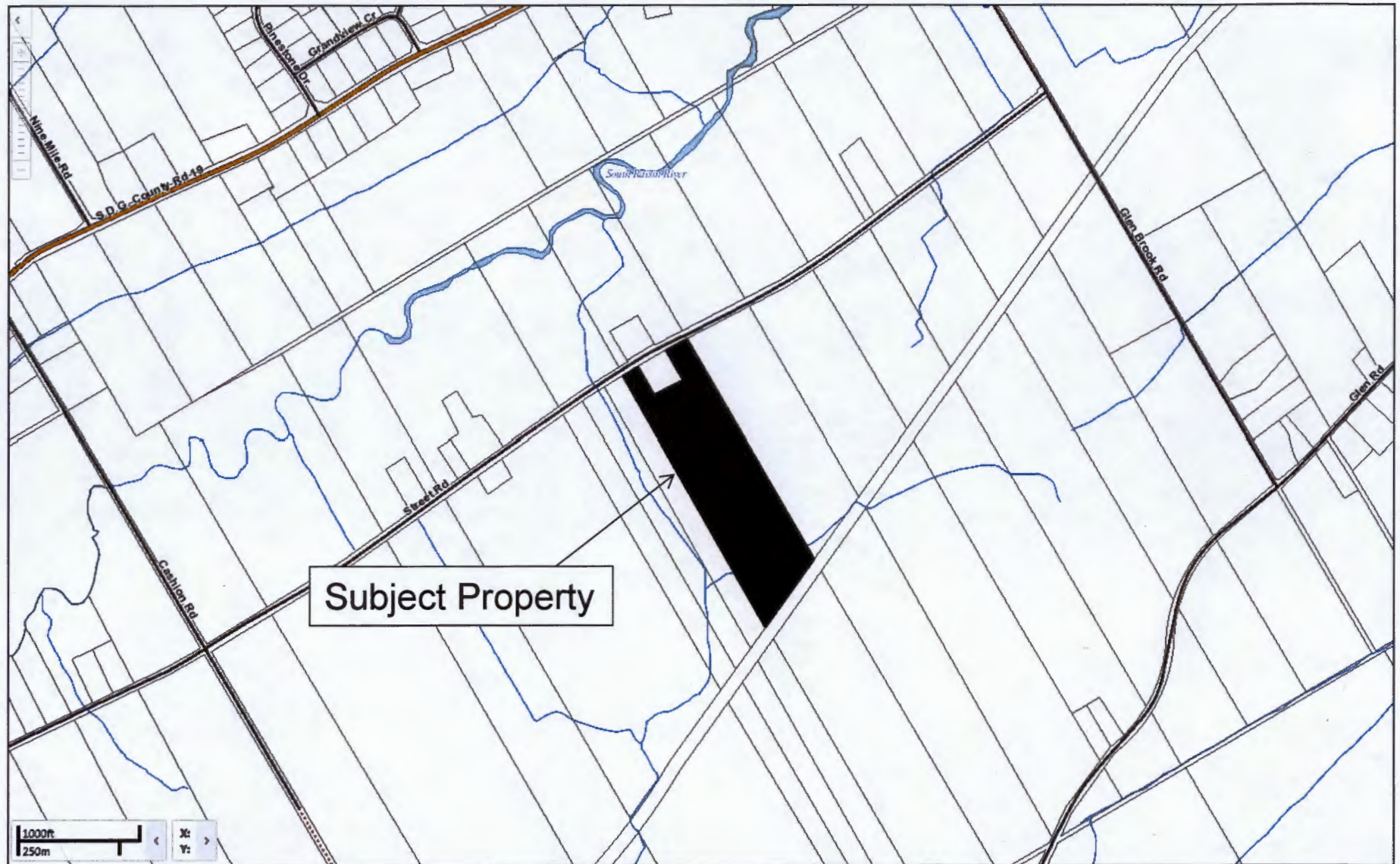
House

Area
to be
Retained
68.15 Acres

East $\frac{1}{2}$ Lot 23
Conn 3, SAR

4567'

Key Map B-102/16



Produced by The Township of South Glengarry with data supplied under license with the Ontario Geospatial Data Exchange © Queens printer October 2016. This map is for illustrative purposes only.



**SOUTH
GLENGARRY**
Where it's all about

INFORMATION REPORT

REPORT TO: Council of South Glengarry

MEETING DATE: October 17, 2016

SUBJECT: Consent Decisions

PREPARED BY: Joanne Haley, GM- Community Services

RE: Notice of Decisions

Please find attached Five "Notice of Decision" letters from the United Counties of Stormont, Dundas, and Glengarry.

The recommendations and conditions requested have been included.

If you have any questions regarding the attached please do not hesitate to contact me at your convenience.

Respectfully submitted by: Joanne Haley

Date: October 5, 2016

TITLE:



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

The Approval Authority for the United Counties of Stormont, Dundas and Glengarry, did on **Wednesday, September 28, 2016**, decide that **PROVISIONAL CONSENT WILL BE GIVEN** to:

APPLICATION NO. B-69/16

OWNER: Colin Keillar & Deborah Ziobro-Keillar

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 the review fee of \$200.00 to the Township. The Township of South Glengarry will clear the condition with the Administrative Assistant-Planning.
2. That the applicant pay the Parkland fee of \$1,000.00 to the Township. 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 confirm that there are no issues with the existing septic system and a proposed septic system. Further information may be required from the applicant once the site visit is completed. The applicant will be required to contact the Township office to request the site visit and a fee of \$170.00 must be paid prior to the site visit being completed. The Township of South Glengarry will clear the condition with the Administrative Assistant-Planning.
4. A final building inspection is required to be completed and issued prior to final consent for building permit file 08B112. The Township of South Glengarry will clear the condition with the Administrative Assistant-Planning.
5. The applicant shall submit a sketch of the site demonstrating and acknowledging that the proposed development (building envelope) shall respect a 30m setback from the stable top of bank of the St. Lawrence River System. In addition, no site alteration or development is permitted within the flood hazard of the St. Lawrence River System. Raisin Region Conservation will clear the condition with the Administrative Assistant-Planning.
6. Transportation required that access to the retained and severed lots continue to be provided via the existing right-of-way/ shared driveway. An easement shall be provided for the retained property to provide access through the severed property. The proof of easement (for access) shall also be provided for the property located west of the severed and retained property also making use of this shared driveway. 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 \$210.00 must accompany the deeds. Upon providing



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

The Approval Authority for the United Counties of Stormont, Dundas and Glengarry, did on **Wednesday, September 28, 2016**, decide that **PROVISIONAL CONSENT WILL BE GIVEN** to:

APPLICATION NO. B-71/16

OWNER: Charlottengro Farms Inc.

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 the review fee of \$200.00 to the Township. The Township of South Glengarry will clear the condition with the Administrative Assistant-Planning.
2. An agreement must be entered into with the Township of South Glengarry to prohibit residential constructions on the retained lands. This restriction will be included in a housekeeping amendment of the Township's Zoning By-law at a future date. The cost to enter into the agreement is \$1,000.00. 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 lands to confirm that there are no issues with the existing septic system. 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 a file a fee of \$170.00. The Township of South Glengarry will clear the condition with the Administrative Assistant-Planning.
4. The retained property shall be rezoned to prohibit future residential development, or, confirmation shall be provided to Transportation that confirms the existing zoning currently prohibits residential development on the entire retained parcel. The County Engineer 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 \$210.00 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, TIF or DWG format must also be submitted.



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

The Approval Authority for the United Counties of Stormont, Dundas and Glengarry, did on **Wednesday, September 28, 2016**, decide that **PROVISIONAL CONSENT WILL BE GIVEN** to:

APPLICATION NO. B-72/16

OWNER: Michael Dunn & Lorraine Lea

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 the review fee of \$200.00 to the Township. The Township of South Glengarry will clear the condition with the Administrative Assistant-Planning.
2. The Township of South Glengarry will complete a site visit of the retained lands to confirm that there are no issues with the existing septic system. Further information may be required from the applicant once the site visit is completed. The applicant will be required to contact the Township office to request the site visit and a fee of \$170.00 must be paid prior to the site visit being completed. The Township of South Glengarry will clear the condition with the Administrative Assistant-Planning.
3. That the land being severed by this consent shall be conveyed as an addition to abutting property and shall be held in identical ownership as said abutting property and the Administrative Assistant-Planning shall be provided with a copy of the abutting property owner's deed for verification. The provisions of Subsections 3 or 5 of Section 50 of the Planning Act, R.S.O., 1990, as amended, shall apply to any subsequent conveyance relating to the said lot.
4. 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 \$210.00 must accompany the deeds. Upon providing a paper copy of the Deposited Reference Plan to the Administrative Asssitant-Planning, a digital copy, which can be emailed, in a PDF, TIF or DWG format must also be submitted.

OFFICIAL RENDERING THE ABOVE DECISION:

Alison McDonald



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

The Approval Authority for the United Counties of Stormont, Dundas and Glengarry, did on **Wednesday, September 28, 2016**, decide that **PROVISIONAL CONSENT WILL BE GIVEN** to:

APPLICATION NO. B-75/16

OWNER: Raymond Gaten

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 the review fee of \$200.00 to the Township. The Township of South Glengarry will clear the condition with the Administrative Assistant-Planning.
2. The Township of South Glengarry will complete a site visit of the severed and retained lands to confirm that there are no issues with the existing septic systems. Further information may be required from the applicant once the site visit is completed. Due to the winter season, the inspection may be carried out in the spring. The applicant will be required to contact the Township office to request the site visit and a fee of \$170.00 must be paid prior to the site visit being completed. The Township of South Glengarry will clear the condition with the Administrative Assistant-Planning.
3. That the applicant pay the Parkland fee of \$1,000.00 to the Township. The Township of South Glengarry will clear the condition with the Administrative Assistant-Planning.
4. Road widening must be deeded to the Township on the retained lands that fronts onto Paragon Road. The Township of South Glengarry will clear the condition with the Administrative Assistant-Planning.
5. The owner shall provide confirmation that the County right-of-way width is approximately 13m from the centerline of the road along the entire frontage of the property on County Road 2. If insufficient width is owned by the County, the owner shall gratuitously convey right-of-way widening to approximately 13m (43') from the centerline of the road. The road widening deed shall be registered and said deed be provided to Transportation and Planning Services along with a copy of the Registered Reference Plan. The County Engineer will clear the condition with the Administrative Assistant-Planning.
6. A 0.3m reserve "not for road or access purposes" shall be gratuitously conveyed along the entire frontage of the retained portion along County Road 2 to prevent any future access to this parcel. The deed is to be registered on title and a copy provided to Transportation and Planning Services. The applicant shall provide a copy of the Registered Reference Plan showing the 0.3m reserve. 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 \$210.00 must accompany the deeds. Upon providing



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

The Approval Authority for the United Counties of Stormont, Dundas and Glengarry, did on **Wednesday, September 28, 2016**, decide that **PROVISIONAL CONSENT WILL BE GIVEN** to:

APPLICATION NO. B-78/16

OWNER: John & Debbie Coney

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 the review fee of \$200.00 to the Township. The Township of South Glengarry will clear the condition with the Administrative Assistant-Planning.
2. That the applicant pay the Parkland fee of \$1,000.00 to the Township. 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 confirm that there are no issues with the existing septic system. 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 a file a fee of \$170.00. The Township of South Glengarry will clear the condition with the Administrative Assistant-Planning.
4. The severed property shall be rezoned to prohibit future residential development, or, a shared entrance shall be provided so that the frontage of County Road 2 remains unchanged. If a shared entrance is provided, the applicant must provide a copy of the registered deed to the Roads Department to verify shared access is in place as well as a copy of the Registered Reference Plan. The County Engineer will clear the condition with the Administrative Assistant-Planning.
5. That the applicant provide to Raisin Region Conservation a written acknowledgment regarding the following;
 - a. No site alterations or development shall be permitted within the Floodplain and PSW.
 - b. As per Section 3.39 (12) Wetlands, General Provisions within the Township Zoning By-law, Development or site alteration within 120 metres of a PSW Zone will be subject to studies as identified within the County Official Plan. If it can be demonstrated that there will be no negative impacts on the wetland's natural features, ecological, and hydrologic functions to the satisfaction of the Municipality and the Conservation Authority, Development or site alteration can occur no less than thirty metres (30 m [98.4 ft.]) of the wetland boundary.
 - c. A portion of the subject property is subject to RRCA O. Reg. 175/06 (Development, Interference with Wetlands and Alterations to Shorelines and Watercourses). The regulated area is attached for your

INFORMATION REPORT**REPORT TO:** Council of South Glengarry**MEETING DATE:** October 17, 2016**SUBJECT:** Consent Summary**PREPARED BY:** Joanne Haley- GM- Community Services**CONSENT APPLICATIONS SUMMARY- 2015**

Application #	Recommendation	Decision
B-104-15	To be Denied	
B-105-15	To be Denied	
B-106-15	To be Denied	
B-113-15	On Hold- Waiting on Information	
B-121-15	Recommended	

CONSENT APPLICATIONS SUMMARY- 2016

	Application #	Recommendation	Decision
1	B-07-17	Recommended	Approved
2	B-10-16	Recommended	Approved
3	B-11-16	Recommended	Approved
4	B-14-16	Recommended	Approved

5	B-15-16	Recommended	Approved
6	B-16-16	Recommended	Approved
7	B-19-16	Recommended	Approved
8	B-21-16	Recommended	Approved
9	B-28-16	Recommended	Approved
10	B-29-16	Recommended	Approved
11	B-34-16	Recommended	Approved
12	B-40-17	Recommended	Approved
13	B-47-16	Recommended	Approved
14	B-53-16	Recommended	Approved
15	B-62-16	Recommended	Approved
16	B-63-16	Recommended	Approved
17	B-64-16	Recommended	Approved
18	B-66-16	Recommended	Approved
22	B-69-16	Recommended	Approved
23	B-71-16	Recommended	Approved
24	B-72-16	Recommended	Approved
25	B-75-16	Recommended	Approved
26	B-78-16	Recommended	Approved
27	B-87-16	Recommended	
28	B-99-16	Recommended	
29	B-102-16		

INFORMATION REPORT**REPORT TO: Council of South Glengarry****MEETING DATE:** October 3, 2016**SUBJECT:** 2016 - September - Statement of Revenues and Expenses**PREPARED BY: L. McDonald, Deputy Treasurer**

Good evening Mayor and Council:

Please find attached the Statement of Revenues and Expenses for month end September 30, 2016.

Outstanding Questions:

1) Councillor Bougie, Administrative Revenue (from August Statements)

Item	2015	2016	Difference
Sale of Land (Lancaster Heights)	\$17,500	\$0	\$17,500
Tax Interest & Penalty	\$361,000	\$343,000	\$18,000
Donations to Legion	\$129,000	\$1,000	\$128,000
Total Difference			\$163,500

- Sale of Lancaster Heights land is not expected
- Tax Interest & Penalty decrease is due to the direction to prioritize the collection of tax arrears (i.e. less revenue from arrears)
- Donations to Legion were from commitments from the Legion Branch and community members for Phase I.

2) Councillor Bougie, Recreation Revenue (from August Statements)

Item	2015	2016	Difference
Fire Insurance Claim (Splash Pad)	\$82,000	\$0	\$82,000
Donations & Grants	\$25,000	\$1,000	\$24,000
Total Difference			\$106,000

- Insurance claim payments are not expected
- Donations were to Splash Pad, Smithfield, Wharf, etc.) and are not expected

Respectfully,
Lachlan

Township of South Glengarry
Statement of Revenue and Expenditures
as of 02/10/2016

2016 - September - Statement of Revenues and Expenses

	2015 Budget	Year to Sep 2015	2016 Budget	Year to Sep 2016	Difference Budget to Actual
REVENUES					
Taxation - Regular Roll					
Interim Billing Clearing Account				-	
Township	7,483,025	7,482,345	8,068,575	8,068,575	-
Tax Cap Reduction (Twsp & County)	(1,000)	-	-	-	-
County	9,078,062	9,077,237	9,338,217	9,338,217	-
Schools	4,134,491	4,134,491	4,225,523	4,225,523	-
Other Charges, St. Lts, W/S, etc.	367,575	363,989	387,108	370,352	(16,756)
SUB TOTAL	21,062,153	21,058,062	22,019,423	22,002,666	
Supplementary Taxation					
Township (SHARED)		56,878		-	-
County & Schools		96,784		-	-
SUB TOTAL	-	153,662	-	-	-
Municipal Fees & User Charges					
Administration	531,400	569,072	533,900	407,851	(126,049)
Building Permit Fees incl. Permits, etc	214,300	213,600	207,900	206,452	(1,448)
Dog Tags & Kennel Fees	13,500	17,960	13,500	14,405	905
Fire Services	10,000	9,624	10,000	331,658	321,658
Road Services (including sale of equipment)	10,000	36,176	15,000	10,675	(4,325)
Garbage, Recycling & Landfill services	226,371	168,746	86,300	74,420	(11,880)
Glen Walter Sewer & Water	347,500	243,882	347,000	358,525	11,525
Lancaster Sewer & Water	488,500	336,245	484,000	342,839	(141,161)
Medical Centre Leases	22,000	16,425	29,000	21,821	(7,179)
Ambulance Bay Lease	16,000	11,200	16,800	12,600	(4,200)
Recreation & C. C. (0721 - 0741)	290,200	266,146	279,000	165,239	(113,761)
Planning Services	30,000	23,320	30,000	20,800	(9,200)
Economic Development Misc. Fees	10,000	10,160	10,000	9,150	(850)
Agricultural Services - TD Paid-Off	-	-	-	38,539	38,539
SUB TOTAL	2,209,771	1,922,556	2,062,400	2,014,976	
Payments in Lieu of Taxes					
Fed., Ont., Hydro, Railway, etc (SHARED)	142,070	287,401	144,090	320,663	176,573
SUB TOTAL	142,070	287,401	144,090	320,663	

Township of South Glengarry
Statement of Revenue and Expenditures
as of 02/10/2016

2016 - September - Statement of Revenues and Expenses

	2015 Budget	Year to Sep 2015	2016 Budget	Year to Sep 2016	Difference Budget to Actual
REVENUES					
Ontario Grants					
Ontario Municipal Partnership Fund (OMPF)	968,000	726,000	974,900	731,175	(243,725)
Ontario Livestock Damage Reimbursement	4,000	5,965	5,000	-	(5,000)
M.T.O. 401 Fires	20,000	46,535	20,000	14,175	(5,825)
Quarries Grant	20,000	11,241	20,000	10,099	(9,901)
Recycling Grant	100,000	22,365	100,000	26,625	(73,375)
Nursery School Funding					-
Drainage Super Grant	12,000		17,808	-	(17,808)
Tile Drainage Loans				23,250	23,250
Ontario Community Infrastructure Fund (OCIF)	81,992	81,992	82,000	81,992	(8)
Broadband Project Grant	-			-	-
JCP Grant	-				-
Small Waterworks Assist. Program				-	-
Ontario Trillium Funding				-	-
Kraft Bridge Funding				-	-
Misc. Grants (Federal & provincial) (Trails)	68,616	46,283	11,000	3,133	(7,867)
SUB TOTAL	1,274,608	940,381	1,230,708	890,449	
Federal Grants					
Summer Career Placement Prog.	8,200	6,221	7,000	-	(7,000)
Canada 150 Grant	-	-	30,000	-	
SUB TOTAL	8,200	6,221	37,000	-	
Transfers from Reserves					
Transfer from General Reserve				-	-
Development Charge Reserve					-
Transfer from Election Reserve				-	-
Transfer from Fire Reserve	1,450,000	277,983		-	-
Transfer from Admin Reserve			10,000		
Transfer from Fire Training Reserve				-	-
Transfer from Airport Reserve	17,250		23,550	-	(23,550)
Transfer from Roads Buildings Reserve				-	-
Transfer from Peanut Line Reserve				-	-
Transfer from Roads Equipment Reserve	230,000		150,000	-	(150,000)
Transfer from Gas Tax Reserve Fund	391,000		391,000	-	(391,000)

Township of South Glengarry
Statement of Revenue and Expenditures
as of 02/10/2016

2016 - September - Statement of Revenues and Expenses

	2015 Budget	Year to Sep 2015	2016 Budget	Year to Sep 2016	Difference Budget to Actual
Transfer from Misc Road Const. Reserve				-	-
Nursery School Water				-	-
Transfer from Waste Management Res				-	-
Transfer from Recreation Centre Reserve			30,000	-	(30,000)
Transfer from Bridge Reserve	1,100,000		1,100,000	-	(1,100,000)
Transfer from Zamboni Reserve				-	-
Wharf - South Lancaster				-	-
Transfer from P Rozon Park Reserve				-	-
Transfer from Glengarry Sports Palace Reserve				-	-
Transfer from Charlottenburgh Park Reserve				-	-
Transfer from Museum Reserve	11,000			-	-
Transfer from Parkland Reserve	25,000	25,000		-	-
Transfer from Summerstown Trail Reserve				-	-
Transfer from Planning Reserve				-	-
Misc Transfer from Reserve			22,000	-	(22,000)
SUB TOTAL	3,224,250	302,983	1,726,550	-	
Transfer from WIP Reserve - PSAB					
TOTAL REVENUES	27,921,052	24,671,266	27,220,170.76	25,228,754	(1,951,417)

Township of South Glengarry
Statement of Revenue and Expenditures
as of 02/10/2016

2016 - September - Statement of Revenues and Expenses

	2015 Budget	Year to Sep 2015	2016 Budget	Year to Sep 2016	Difference Budget to Actual
EXPENDITURES					
General Government					
Legislative	148,950	124,552	144,700	111,656	(33,044)
Administration & Office Bldg	1,034,660	741,797	1,142,100	732,090	(410,010)
Transfer to Reserve at Year End		-	-	-	-
Smithfield Hall (Legion)	94,850	200,872	23,300	19,260	(4,040)
Williamstown (old offices)	3,300	2,586	3,800	4,201	401
Lancaster Library	10,100	6,854	15,600	12,399	(3,201)
Signage Rehab. trsf to WIP		-			-
Friends of Summerstown Trail		-		1,526	1,526
Trsf to Sumerstown Trail Reserve		-		-	-
LACAC, Special Projects	4,500	110	1,000	-	(1,000)
Abandoned Cemetery Maintenance		-	10,000	5,350	(4,650)
Transfer to Gas Tax Reserve		-		-	-
Transfer to Election Reserve/Election Expense	15,000	15,000	16,000	1,476	(14,524)
Grants & Donations	58,350	20,463	53,850	52,156	(1,694)
Glengarry Archives	18,420	14,252	18,000	15,951	(2,049)
Tax Write-Off & Adj. - Township	33,750	6,606	58,000	8,227	(49,773)
Tax Write-Off charge to Others		16,912		36,477	36,477
SUBTOTAL	1,421,880	1,150,004	1,486,350	1,000,769	
Protection to Persons & Property					
Protective Inspection & Control (Building Dept)	357,800	247,062	401,150	264,156	(136,995)
Conservation Authority	166,887	152,679	153,317	153,294	(23)
Animal Control	35,300	13,270	38,700	3,107	(35,593)
Line Fence Act Expenses		3	-	-	-
Emergency Management Co-ordinator	12,350	7,043	13,750	9,552	(4,198)
Fire Departments - General Operations	303,700	215,179	425,500	203,247	(222,253)
- Fire Departments - Transfer to Reserve	300,000	300,200	300,000	-	(300,000)
Glen Walter Fire Station	117,400	57,862	135,500	74,066	(90,493)
- Glen Walter Station - Capital	1,120,000	178,699	-	80,388	80,388
Lancaster Fire Station	133,880	55,410	126,500	37,928	(88,572)
- Lancaster Station - Capital		-	-	347,608	347,608
Martintown Fire Station	100,180	45,623	109,870	45,007	(64,863)
- Martintown Station - Capital	350,000	277,983	-	-	-
North Lancaster Fire Station	114,480	46,166	121,100	43,856	(77,244)
Williamstown Fire Station	118,640	35,656	102,680	38,140	(64,540)
SUBTOTAL	3,230,617	1,632,835	1,928,067	1,300,348	

Township of South Glengarry
Statement of Revenue and Expenditures
as of 02/10/2016

2016 - September - Statement of Revenues and Expenses

	2015 Budget	Year to Sep 2015	2016 Budget	Year to Sep 2016	Difference Budget to Actual
EXPENDITURES					
Transportation Services					
Street Lighting	175,000	121,821	198,500	111,171	(87,329)
Cornwall Regional Airport	29,250	1,548	80,270	24,364	(55,906)
Road Administration	703,500	651,279	818,600	470,727	(347,873)
Road Buildings & Yard	223,325	102,794	189,125	73,731	(115,394)
Roads Maintenance					
Road Patrol	21,000	15,123	22,300	11,710	(10,590)
Mowing	66,420	54,815	89,000	57,581	(31,419)
Ditching	28,720	6,817	45,000	34,498	(10,502)
Brushing	22,400	36,892	64,000	44,447	(19,553)
Debris & Litter	21,160	11,209	22,000	12,730	(9,270)
Culvert Maint. & Replacement	74,440	45,163	104,000	85,346	(18,654)
Hardtop Patching	70,600	54,517	63,000	46,168	(16,832)
Hardtop Sweeping	17,730	14,756	18,000	14,833	(3,167)
Hardtop Shouldering	41,040	3,070	14,500	3,908	(10,592)
Hardtop Crack Sealing	20,000	-	10,000	12,208	2,208
Hardtop Line Painting	15,000	-	15,000	71	(14,929)
Sidewalk Maintenance	-	14,478	15,000	-	(15,000)
Loosetop Grading	122,700	84,158	115,000	86,907	(28,093)
Loosetop Dust Control	143,000	168,735	169,000	182,080	13,080
Loosetop Resurfacing	437,280	441,527	447,000	461,385	14,385
Signs & Safety Devices	37,780	46,358	45,500	24,345	(21,155)
Guiderails	15,000	-	15,000	-	(15,000)
Railway Crossings	31,000	18,200	30,000	20,142	(9,858)
Rds & Rec Community Services	4,560	3,047	3,500	1,567	(1,933)
Sundry & Miscellaneous	2,000	2,075	5,300	3,017	(2,283)
Winter Plowing & Sanding	675,800	479,453	525,000	385,866	(139,134)
Winter Ice Blading	18,420	14,756	15,000	22,250	7,250
Winter Sidewalks - Snow Removal	52,900	35,391	43,000	29,056	(13,944)
Winter Flood Control	9,000	1,356	3,250	1,294	(1,956)

Township of South Glengarry
Statement of Revenue and Expenditures
as of 02/10/2016

2016 - September - Statement of Revenues and Expenses

	2015 Budget	Year to Sep 2015	2016 Budget	Year to Sep 2016	Difference Budget to Actual
EXPENDITURES					
Roads Construction & Equipment					
1st Line Bridge		-	50,000	17,808	
2nd Line Bridge (SN 33043)		-	37,500	-	
Airport Road (2.9 KM - P/P)		-	290,000	-	
Purcell Road (1.1 KM - P/P North of Tyotown)		-	135,000	-	
Kilkenny Road (0.9 KM - P/P)		-	180,000	-	
Bray Road (0.4 KM - P/P)		-	120,000	-	
Lawrence Road (0.6 KM - P/P)		-	40,000	-	
Church Avenue (0.3 KM - P/P)		-	40,000	-	
Warren Street (0.2 KM - P/P)		-	30,000	-	
Sand/Short/Hay Road (X.X KM - P/P)		-	35,000	-	
Gore Road (3.5 KM - Surface Treatment)		-	150,000	1,851	
Kraft Road (2.6 KM - Surface Treatment)		-	100,000	3,252	
Diversion Road (1.0 KM - Surface Treatment)		-	40,000	1,107	
Bridge & Culvert Improvements		848		-	-
Kraft Bridge Reconstruction	1,200,000	2,424	1,300,000	438,606	(861,394)
Little 5th Culvert		1,030		-	-
Martintown Sidewalks				-	-
Pilon's Point Rd - Pulvarize & Pave	40,000	3,625		-	-
Glen Roy Rd	470,000	18,767		-	-
3rd Line Rd - Pad & Pave	400,000			-	-
Beaverbrook Rd - Surface Treatment	222,000	221,377		-	-
Little 5th Road - Surface Treatment	17,000	14,155		-	-
Glen Roy Bridge - Structural Evaluation & Repairs	120,000	14,718		-	-
Williamstown Sidewalks	70,000	-	108,000	-	(108,000)
Street "A" Construction	-	-		-	-
Butternut Lane Bridge - Structural Evaluation	20,000	20,250		-	-
Misc. Const., Rd All. Costs	3,900	5,210	5,700	44,808	39,108
Equipment Purchase	246,000	29,766	150,000	132,583	(17,417)
Transfer to Equipment Reserve	230,000	230,000	230,000	-	(230,000)
Water Reserve Upgrade - Boundary Rd ?????				-	-
Fleet Maintenance & Rental					
Road Fleet Maintenance	547,900	376,925	531,000	342,740	(188,260)
Twsp Equip. Rental (Internal)	(566,586)	(312,958)	(365,000)	(238,403)	126,598
SUBTOTAL	6,099,239	3,055,475	6,392,045	2,965,755	

Township of South Glengarry
Statement of Revenue and Expenditures
as of 02/10/2016

2016 - September - Statement of Revenues and Expenses

	2015 Budget	Year to Sep 2015	2016 Budget	Year to Sep 2016	Difference Budget to Actual
EXPENDITURES					
Environmental Services					
Garbage Collection	492,000	326,263	490,300	320,735	(169,565)
Landfill Sites General & Waste Man. Plan	183,221	243,962	53,900	42,750	(11,150)
Beaverbrook Landfill Site	147,550	86,495	121,400	81,522	(39,878)
North Lancaster Landfill Site	135,000	64,006	129,500	62,473	(67,027)
Recycling, Etc.	299,000	165,815	290,500	166,490	(124,010)
Cty Rd 27 - Closed Site	3,250	2,063	8,500	5,899	(2,601)
Environmental Cleanups	-	-	-	-	-
Pumping Stations	4,600	1,163	5,000	15,500	10,500
Sewer/Water Oper. (SHAREABLE)	-	342,063	-	334,580	334,580
Glen Walter Water & Sewage	347,500	134,659	347,000	120,447	(226,553)
Lancaster Water & Sewage	522,000	105,928	517,500	132,514	(384,986)
Green Valley Sewage	76,000	23,643	78,000	12,527	(65,473)
Kennedy Water Plant	26,700	11,922	24,700	22,544	(2,157)
Regional Water Project	-	-	-	-	-
SUBTOTAL	2,236,821	1,507,982	2,066,300	1,317,981	
Health Services					
Lan-Char Medical Centre	43,925	25,206	47,625	50,976	3,351
Ambulance Lease Transfer to Reserve	16,000	-	16,000	-	(16,000)
Nursery School (Pay Equity settlement)	-	-	-	-	-
SUBTOTAL	59,925	25,206	63,625	50,976	
Recreation & Cultural Services					
Administration	287,320	211,342	302,300	224,900	(77,400)
Recreation Administration - Management	40,400	29,184	39,200	25,021	(14,179)
G.S.P. Levy	84,132	84,135	68,800	68,732	(68)
Programs	65,220	49,734	64,350	38,442	(25,908)
Char-Lan Community Centre	427,050	350,257	423,090	298,522	(124,568)
Martintown Community Centre	27,720	57,003	35,100	26,152	(8,948)
Green Valley Comm Centre	13,000	10,619	26,300	14,906	(11,394)
North Lancaster Optimist Comm Centre	9,300	5,500	10,900	4,677	(6,223)
N'or Westers Museum	30,525	28,052	42,025	19,473	(22,552)
Parks Maintenance & Capital	285,150	182,884	302,400	177,106	(125,294)
Charlottenburgh Park	-	-	-	-	-
Wharf Maint - South Lancaster	1,000	7,919	5,000	2,273	(2,727)
Peanut Line Trail	48,750	41,741	15,500	7,383	(8,117)
Cairnview Park	15,000	15,000	15,000	-	(15,000)
SUBTOTAL	1,334,567	1,073,370	1,349,965	907,588	

Township of South Glengarry
Statement of Revenue and Expenditures
as of 02/10/2016

2016 - September - Statement of Revenues and Expenses

	2015 Budget	Year to Sep 2015	2016 Budget	Year to Sep 2016	Difference Budget to Actual
Planning & Development					
Planning & Zoning	112,350	89,096	112,332	87,219	(25,113)
Economic Development	137,700	81,753	174,700	94,718	(79,982)
Municipal Drains	24,000	14,714	35,616	18,790	(16,826)
Tile Drainage	51,400	33,125	47,432	95,648	48,216
SUBTOTAL	325,450	218,688	370,080	296,375	
TOTAL EXPENDITURE	14,708,499	8,663,560	13,656,432.00	7,839,793	(5,816,639)
Requisitions					
County (Tax levy portion only)	9,078,062	9,078,062	9,338,217	9,338,217	-
School Boards (Tax levy portion only)	4,134,491	4,134,491	4,225,523	4,225,523	-
SUBTOTAL	13,212,553	13,212,553	13,563,740	13,563,740	-
TOTAL EXPENDITURE	27,921,052	21,876,113	27,220,172	21,403,533	(5,816,639)
(Surplus)/Deficit	-	(2,795,153)	0	(3,825,220)	(3,825,220)
PSAB Transactions					
Acquisition of Capital Assets	3,050,500				
Additions in Work in Process					
Disposals & Deletions	(100,000)				
Amortization Expense	2,430,850				

UNFINISHED BUSINESS REPORT**OCTOBER 17, 2016**

Number	Title	Department	Date	Outcome
1.	Fairview Rd Extension	Infrastructure	January 2016	<i>Fall 2016</i>
2.	Docks on Township Property	CAO	January 2016	<i>July 2016</i>
3.	Performance Appraisal/Job Descriptions	CAO	January 2016	<i>July 2016</i>
4.	Old Glen Walter Fire Hall	Infrastructure	September Another RFP	<i>October 17/16</i>
5.	Cornwall Airport Opportunity Analysis	CAO	January, 2016	<i>-CFDC Agreement at June 13th Meeting -September 2016</i>
6.	Environmental Assessment for Glen Walter Area	Infrastructure	January, 2016	<i>October 17/16</i>
7.	To Name Street "A"	Infrastructure Services	March 2016	<i>October 3, 2016</i>
8.	Water and Sewage Rating By-law 30-10	Lachlan McDonald	Amend by-law 1 st /2 nd reading	<i>1st/2nd reading October 17/16</i>
9.	Garbage Contract - Tender	Infrastructure Services	January 2016	<i>November Council Meeting</i>
10.				
11.				
12.				

SG-M-16

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY
BY-LAW No. 75-16
FOR THE YEAR 2016**

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

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

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

THEREFORE the Council of the Corporation of the Township of South Glengarry enacts as follows:

1. **THAT** the action of the Council at its regular meeting of October 17, 2016 in respect to each motion passed and taken by the Council at its meetings, is hereby adopted, ratified and confirmed, as if each resolution or other action was adopted, ratified and confirmed by its separate by-law; and;
2. **THAT** the Mayor and the proper officers of the Township of South Glengarry are hereby authorized and directed to do all things necessary to give effect to the said action, or to obtain approvals where required, and except where otherwise provided, The Mayor and the Clerk are hereby directed to execute all documents necessary in that behalf and to affix the corporate seal of the Township to all such documents.
3. **THAT** if due to the inclusion of a particular resolution or resolutions this By-law would be deemed invalid by a court of competent jurisdiction then Section 1 to this By-law shall be deemed to apply to all motions passed except those that would make this By-law invalid.
4. **THAT** where a "Confirming By-law" conflicts with other by-laws the other by-laws shall take precedence. Where a "Confirming By-law" conflicts with another "Confirming By-law" the most recent by-law shall take precedence.

***READ A FIRST, SECOND AND THIRD TIME, PASSED, SIGNED AND
SEALED IN OPEN COUNCIL THIS 17th DAY OF OCTOBER 2016.***

MAYOR:

CLERK: