

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

Monday, July 17, 2023, 7:00 PM
Electronic Meeting

	Pages
1. CALL TO ORDER	
2. O CANADA	
3. DISCLOSURE OF PECUNIARY INTEREST	
4. APPROVAL OF AGENDA	
Additions, Deletions or Amendments	
All matters listed under the Consent Agenda, are considered to be routine and will be enacted by one motion. Should a Council member wish an alternative action from the proposed recommendation, the Council member shall request that this matter be moved to the appropriate section at this time.	
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11.	<p>CLOSED SESSION</p> <p>BE IT RESOLVED THAT Council convene to Closed Session to discuss the following item(s) under Section 239 (2) of The Municipal Act S.O. 2001:</p> <p>(2) a meeting or part of a meeting may be closed to the public if the subject matter being discussed is:</p> <p>(b) personal matters about an identifiable individual, including municipal or local board employees;</p> <p>Specifically: Committee Applicants</p>	
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**TOWNSHIP OF SOUTH GLENGARRY
REGULAR MEETING MINUTES**

**July 4, 2023, 7:00 p.m.
Electronic Meeting**

PRESENT: Mayor Lachlan McDonald
Deputy Mayor Martin Lang
Councillor Stephanie Jaworski
Councillor Sam McDonell
Councillor Trevor Bougie

STAFF PRESENT: Acting CAO/GM Corporate Services/Clerk Kelli Campeau
GM Planning, Building & Enforcement Joanne Haley
Fire Chief Dave Robertson
GM Parks, Recreation & Culture Sherry-Lynn Servage
GM of Infrastructure Sarah McDonald
GM Finance/Treasurer Suday Jain
Deputy Treasurer Kaylyn MacDonald
Deputy Clerk Kayce Dixon

1. CALL TO ORDER

Resolution No. 202-2023

Moved by Deputy Lang
Seconded by Councillor Bougie

BE IT RESOLVED THAT the July 4th, 2023 Council Meeting of the Township of South Glengarry now be opened at 7:00 pm

CARRIED

2. O CANADA

3. DISCLOSURE OF PECUNIARY INTEREST

4. APPROVAL OF AGENDA

Added to agenda:

-Closed Session - Potential Disposition of Land

Moved:

-Item 5.b. moved to Consent Agenda

Items Moved from Consent Agenda to Items for Consideration:

-10.a. Q1 Operation Financial Variance Report

-10.b. Update on Tax Arrears

Resolution No. 203-2023

Moved by Councillor Jaworski
Seconded by Councillor Bougie

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

CARRIED

5. APPROVAL OF MINUTES

Resolution No. 204-2023

Moved by Councillor Jaworski
Seconded by Councillor McDonell

BE IT RESOLVED THAT the minutes of the following meetings, including Closed Session minutes, be adopted as circulated:

-Previous Meeting Minutes - June 19, 2023

CARRIED

6. PRESENTATIONS AND DELEGATIONS

7. ACTION REQUESTS

7.1 Abandonment of Drainage Works - Lapierre Drain (S. McDonald)

Moved by Councillor McDonell
Seconded by Councillor Bougie

BE IT RESOLVED THAT Staff Report 91-2023 be received and that the Council of the Township of South Glengarry direct Administration to send notice to all owners of land assessed for the drainage works stating its intention to abandon part of the Lapierre Drain drainage works, specifically the road crossing on the unopened road allowance, in accordance with Section 84(2) of the Drainage Act.

DEFEATED

8. BY-LAWS

8.1 Employee Recognition and Expressions of Care Policy (K. Campeau)

Resolution No. 205-2023

Moved by Councillor Jaworski
Seconded by Deputy Lang

BE IT RESOLVED THAT Staff Report 92-2023 be received and that By-law 46-2023, being a by-law to adopt an Employee Recognition and Expressions of Care Policy be read a first, second and third time, passed, signed and sealed in open council this 4th day of July 2023.

CARRIED

9. ITEMS FOR CONSIDERATION

9.1 Q1 Operation Financial Variance Report (S. Jain)

9.2 Update on Tax Arrears (K. MacDonald)

10. CONSENT AGENDA

Resolution No. 206-2023

Moved by Councillor Bougie
Seconded by Councillor McDonell

BE IT RESOLVED THAT Council accepts the items listed on the Consent Agenda.

10.1 SDG County Council Minutes - 2023-06-19

10.2 Raisin River Conservation Authority 2022 Annual Report

10.3 RRCA Board Mtg Summary - 2023-06-15

10.4 Support Resolution - Support for Rural Education Funding

10.5 Resolution - Bill 3 (Municipality of Shuniah)

10.6 Resolution - Opioid Crisis (Town of Fort Frances)

10.7 Resolution - Requested Amendments to the Highway Traffic Act (Norfolk County)

10.8 Resolution - Vacant Building Official Positions (Municipality of North Perth)

10.9 Resolution - Proposed New PPS (Municipality of North Perth)

10.10 Resolution - Codes of Conduct (Oxford County)

10.11 Committee of Adjustment Minutes - 2023-06-19

11. CLOSED SESSION

Resolution No. 207-2023

Moved by Councillor McDonell

Seconded by Deputy Lang

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

(i) information supplied in confidence by a third party

Specifically: proprietary information

(k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on by municipality

Specifically: plans for negotiations

(c) disposition or acquisition of land

Specifically: potential disposition

Resolution No. 208-2023

Moved by Councillor Jaworski

Seconded by Deputy Lang

BE IT RESOLVED THAT Council rise and reconvene at 9:30 pm into open session without reporting.

Resolution No. 209-2023

Moved by Councillor Bougie

Seconded by Deputy Lang

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

12. CONFIRMING BY-LAW

Resolution No. 210-2023

Moved by Deputy Lang
Seconded by Councillor Jaworski

BE IT RESOLVED THAT By-law 47-2023, being a by-law to adopt, confirm and ratify matters dealt with by resolution be read a first, second and third time, passed, signed and sealed in open council this 4th day of July 2023.

13. ADJOURNMENT

Resolution No. 211-2023

Moved by Deputy Lang
Seconded by Councillor McDonell

BE IT RESOLVED THAT the Council of the Township of South Glengarry adjourn to the call of the chair at 9:31 pm.

Mayor

Clerk

TOWNSHIP OF SOUTH GLENGARRY
PUBLIC MEETING MINUTES

July 4, 2023, 6:00 p.m.
Electronic Meeting

PRESENT: Mayor Lachlan McDonald, Deputy Mayor Martin Lang, Councillor Stephanie Jaworski, Councillor Sam McDonell, Councillor Trevor Bougie.

STAFF PRESENT: Acting CAO/Clerk Kelli Campeau, GM Planning, Building & Enforcement Joanne Haley

1. CALL TO ORDER

Moved by Councillor McDonell
Seconded by Councillor Jaworski

BE IT RESOLVED THAT that the July 4th, 2023 Public Meeting of the Township of South Glengarry now be opened at 6:00 pm.

CARRIED

2. APPROVAL OF AGENDA

Moved by Councillor McDonell
Seconded by Councillor Jaworski

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

CARRIED

3. DECLARATION OF PECUNIARY INTEREST

4. NEW BUSINESS

4.1 ZBLW-05-23

2187566 Ontario Limited Zoning By-Law Amendment

Part of Lot 11, Plan 107, being part 1 of Reference Plan 14R2989 in the Geographic Township of Charlottenburgh, now in the Township of South Glengarry, Count of Glengarry located at 4910 Nine Mile Rd, Martintown, also known as the Martintown Animal Hospital.

The applicant and owner of 4910 Nine Mile Rd has completed a lot addition (Consent File #: B-116-21) to acquire additional land to the south of their property that was once a part of 4918 Nine Mile Road.

The applicant wishes to expand the existing parking lot to accommodate the existing Martintown Animal Hospital and potentially future expansion of the Animal Hospital itself.

Purpose of the Amendment:

The purpose of this Amendment is to rezone a 1.12 acre area of the subject property from Residential One (R1) to Hamlet commercial (C1) to permit the expansion of the existing Martintown Animal Hospital parking lot.

All other applicable provisions of Zoning By-law 38-09, as amended, shall continue to apply.

The subject property is currently designated Rural Settlement Area in the County Official Plan.

This proposed amendment conforms to the Official Plan and the PPS.

4.2 ZBLW-07-23

1498057 Ontario Inc. Zoning By-Law Amendment

Part of Lot 18 Concession 2 IL in the Geographic Township of Charlottenburgh, now in the Township of South Glengarry, County of Glengarry located at 950 Boundary Rd.

Purpose of the Amendment:

The purpose of this Amendment is to rezone the subject property from Highway Commercial (CH) and Floodplain-Holding (FP-H) to Highway Commercial Exception Nine (CH-9) to remove the Floodplain-Holding zone and permit the following additional uses: Cardlock Establishment, Transportation Terminal, Retail Store, and Warehouse-Distribution Center. All other applicable provisions of Zoning By-law 38-09, as amended, shall continue to apply.

The applicant obtained a topographic survey to determine the existing elevations of the property, almost the entire property was above the floodplain. The RRCA reviewed the survey and it was determined that any portions of the subject property that lay below the floodplain are not at risk of flooding due to surrounding topography therefore the removal of the floodplain holding zone can be supported and is good land use planning.

At this time no new structures are being proposed, the applicant wishes to remove the floodplain holding zone on the property in order to permit future development and site alteration.

The subject property is currently designated Employment District in the County Official Plan and falls within the Urban Settlement Area of Glen Walter.

This proposed amendment conforms to the Official Plan and the PPS.

No written comments have been received to date from members of the public.

This application was circulated to the RRCA, and they do not object to the zoning by-law amendment as proposed. The RRCA is satisfied that the property is no longer subject to current RRCA regulations as:

- 1) There is no evaluated PSW on or adjacent to the subject property.
- 2) There are no watercourses on the subject property.
- 3) After reviewing the updated topographic information, there is no regulated flood hazard on the subject property.

This application was also circulated to the City of Cornwall, their Planning, Economic Development and Traffic Departments have no concerns or objections to the proposed amendment.

This zoning amendment application will be subject to a decision of Council.

A staff report including a recommendation will be brought to Council for a decision in the near future.

4.3 ZBLW-08-23

12397030 Canada Inc. Zoning By-Law Amendment

Part of Lots 15 and 16, Concession 1 IL, being part of lot 2 and 41 on JDG Plan 101 in the Geographic Township of Charlottenburgh, now in the Township of South Glengarry, County of Glengarry.

In 2022, the property owner applied to sever approximately 31.7 acres of land to create a commercial property and to retain approximately 73 acres that is proposed to be a commercial and a residential use

The severance application was approved on January 12, 2023 by SDG, subject to conditions, one being a zoning amendment to support the proposed uses.

The subject property is currently being farmed on the northern end and the middle portion, with forested lands towards the mid and south and trails that are located on the southern end that are accessible to the public although they are privately owned.

Purpose of the Amendment:

The purpose of this Amendment is to rezone the subject property from Open Space (OS), Highway Commercial (CH) and Floodplain-Holding (FP-H) to General Commercial Exception Six (CG-7), Residential One - Exception Nineteen - Holding (R1-19-H), and Floodplain (FP).

The proposed general commercial area is approximately 43 acres in area. CG-7 will reduce the required watercourse setback from 30 meters to 15 meters and require that the 15 meter setback contain a vegetative buffer consisting of a mix of native plants and will permit the following additional uses: Mini Warehousing and Storage, Auction Establishment, Cardlock Establishment, Motor Vehicle Dealership, and Motor Vehicle Service Station.

The proposed Residential One- Holding zone is approximately 62 acres in area

The purpose of the Holding symbol is to ensure that all applicable studies that are required based on the policies in effect at the time development is proposed are completed to the satisfaction of the municipality before Council considers to remove the Holding symbol.

R1-19-H will reduce the required watercourse setback from 30 meters to 15 meters and require the 15 meter setback contain a vegetative buffer consisting of a mix of native plants.

All other applicable provisions of Zoning By-law 38-09, as amended, shall continue to apply.

The applicant completed a scoped Environmental Impact Study (EIS) as per the request of the Township which focused on the fish habitat contained in the Upper Fly Creek and Gray's Creek Drain

The EIS supports the proposed development with limitations/conditions.

The scoped EIS concluded that a 15 meter setback from all three warm-water systems is appropriate if the measures outlined in the report are

followed.

These measures include but are not limited to the 15 meter setback containing a buffer of native plant species, permits from the RRCA in their regulated area, and DFO approvals may be required for certain developments.

The EIS is currently being peer reviewed, any updates or amendments to the report will be required prior to a recommendation being made to Council to make a decision on the proposed amendment

There is a significant woodland constraint on the southern end of the subject property, because development is not proposed at this time within a 120 meters an EIS was not required, this may be required in the future.

The subject property is currently designated Rural District in the County Official Plan and is located just outside of the Urban Settlement area of Glen Walter.

This proposed amendment conforms to the Official Plan and the PPS.

No written comments have been received to date from members of the public.

This Application has been circulated to the RRCA and they have provided the following summary of their comments:

"The RRCA's role in this file is limited to providing comments as a review agency and not as an approval authority for zoning bylaw amendments. The RRCA does not object to the zoning bylaw amendment as it is our understanding that future development would be directed outside of the hazard areas outlined above. Any future development and/or site alterations within the Conservation Authority regulated features outlined above would require permits from the RRCA pursuant to board-approved policies."

This zoning amendment application will be subject to a decision of Council.

A staff report including a recommendation will be brought to Council for a decision in the near future.

Mr. Sandy Cameron, agent for the property owner, added that the property was partially zoned highway commercial which was not compatible with the school next door. When getting the 31 acre property set up for general use it was decided to go with general commercial as to be less intrusive.

5. ADJOURNMENT

Moved by Deputy Lang

Seconded by Councillor McDonell

BE IT RESOLVED THAT the Council of the Township of South Glengarry adjourn the Public Meeting to the call of the chair at 6:38 pm.

Mayor

Clerk



STAFF REPORT

S.R. No. 93-2023

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

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: July 17, 2023

SUBJECT: Vacant Land Designations - Future Municipally-Operated Affordable Housing Developments

BACKGROUND:

1. As a requirement of the Ministry of Municipal Affairs and Housing, the City of Cornwall (as Service Manager) was required to complete a Ten-Year Housing Plan and subsequently a Five-Year Update to that original Plan. Following a presentation to Council on July 8, 2019, the Five-Year Update was approved by Council at the August 12, 2019, meeting.
2. As a recommendation from the Five-Year Update, on October 13, 2020, City of Cornwall Council approved the Cornwall SD&G Housing Revitalization Plan (the Plan) which identified that the most resource intensive component of providing housing is capital investment required to create new housing. This includes land which can be a great cost component to the overall cost of development.
3. To translate the above strategy into achievable projects, the housing needs were further dissected across two five-year periods – 2021 to 2026 and 2027 to 2031. The existing sites and potential new sites in the Cornwall and SDG areas were reviewed for constraints and opportunities to developing new units through additions to the existing site, demolishing existing and building new or building new units in a greenfield site. As part of reviewing constraints and opportunities, sites that allowed shovel ready projects considering current site conditions and applicable regulations were identified. A list of potential projects was identified, including municipally-owned vacant lands across the region.
4. The Plan also pointed to a clear consensus emerging for more affordable housing units suitable for families and individuals in all stages of life and of varying financial standing. Development on municipally owned vacant land could address a good portion of those needs. Results also showed that there is a preference for creating self-sufficient communities with public services and amenities such as recreational, healthcare, and educational facilities.

5. Furthermore, the housing needs assessment showed that approximately 740+ units will be required in the Cornwall and SDG area by 2031. Over 60% of the identified housing needs will be in the Counties.
6. To make projects more viable and to support diversified communities, as indicated above, we have determined that at least 30% of any development should be at or near market rent. In addition, since COVID, we anticipate that the 740+ units that were originally identified are now under understated.

Total Affordable Units Required (by 2031 – from the Plan)	741
Total Affordable Units Required (post COVID 20% est. increase)	889
Total % Required across S.D.&G. (60%)	533
Additional Units – Market/Near Market Rent (+30%)	160
Total Units Required in Cornwall (by 2031)	693

ANALYSIS:

7. In early 2022, the Ministry of Municipal Affairs and Housing adopted a Community Housing Renewal Strategy (CHRS) which outlined a plan to work with municipalities, non-profits, and housing co-ops to stabilize and grow the community housing sector. There have also been other Ministry reports and action plans that have addressed the need for more housing in Ontario.
8. According to the Ontario Housing Affordability Task Force Report (Feb. 2022), “While the affordability crisis began in our large cities, it has now spread to smaller towns and rural communities. Time is of the essence. Building housing now is exactly what our post-pandemic economy needs. Resolving a crisis requires intense focus and a clear goal.”
9. As part of this report, it also identifies that undeveloped land inside and outside existing municipal boundaries must be part of the solution, particularly in northern and rural communities.
10. On May 5, 2022, as part of continued action from our Plan, City Council passed a resolution and approved the Declaration of an Affordable Housing Crisis. That report indicated, amongst other things, that Administration provide City Council with what it will take to implement more aggressive targets and a framework for action, in order to:
 - preserve and increase the affordable housing supply,
 - increase access to housing affordability,
 - ensure people are supported to achieve housing stability and long-term housing retention; and
 - that Administration be directed to develop a long-range financial plan to meet the targets as set out in the Housing Revitalization Plan.

11. In late 2022, to support the ambitious goals laid out in the local Five-Year Housing Update, the Housing Revitalization Plan, and the 3 separate regional County Housing Reports, there was a recognized need to form a Working Group to be tasked with developing and realizing common strategies and priorities related to affordable housing.
12. The Affordable Housing Progress and Development Collaborative (A HOME) was created to improve service integration, which will promote positive development in the City of Cornwall, Stormont, Dundas and Glengarry housing and homelessness situation. To ensure maximum effectiveness of the Collaborative, membership is comprised of a cross-sector of disciplines from amongst the City and Counties staff, who share the vision of increasing housing opportunities across the region. To the best of our knowledge, this has been the first committee of its kind with 100% collaboration from across the geographic region.
13. Amongst the Collaborative's first tasks has been to identify all municipally owned vacant lands across the City of Cornwall and SD&G that could be designated for future affordable housing projects. To prepare for a long-term strategic development, it is imperative to begin work early to identify potential lands. Considerable time savings can be realized by pre-qualifying the land to make it "shovel-read" when funding becomes available.
14. In the 2023 budget, Cornwall City Council approved the hiring of a consultant to complete a long-term housing development strategy. This will be completed in the latter half of 2023, once all Councils have approved designation of lands suitable for affordable housing.
15. This initiative also aligns with the Eastern Ontario Warden's Caucus (EOWC) priority of affordable and attainable housing, which includes their '7 in 7' Regional Housing Plan. This plan proposes building at least 7,000 community rental units over seven years across the EOWC region to address housing wait lists. Using a mixed-model approach, the '7 in 7' plan has the added benefit to bring on 21,000 additional market rate units. This would total 28,000 housing units.
16. As per the Housing Revitalization Plan, some municipally owned lands were identified as suitable for affordable housing developments. Administration met to review options that currently exist within the City and the Townships. Initial reviews of municipally owned vacant land indicate that there will not be enough municipally owned land to meet our development needs. As not all lands are suitable for affordable housing, as we reviewed existing vacant lands, we considered the following:
 - Approximation to existing amenities, resources, and services (ie, grocery stores, hospitals, schools, churches, recreation facilities, etc.)
 - On a transit route

- Enough square footage to develop a diverse housing community that includes mixed income profiles (including better tenant support)
- Operational efficiencies (ie, economies of scale when developing, ongoing maintenance, better tenant support)

17. The Township of South Glengarry owns very few parcels of property that would meet the above-mentioned suitability. The study results determined that South Glengarry has a unit demand of affordable housing of **72** between the years of 2021 and 2031. It was identified that the Township owned lands located in the Settlement Area of Glen Walter would be an ideal location for a future affordable housing development. The exact size of land required is unknown at this time as it will depend on the size, style, and number of units of the structure, however it is not anticipated to take more than a few acres in area and in some cases could be less than one acre in area. There is also no guarantee that 72 units will be constructed in South Glengarry in this time frame and only in the Glen Walter area.

18. At the June 19, 2023 Council meeting, the Cornwall SDG Human Services Department presented to Council and requested municipally owned lands to be dedicated for a future affordable housing project. The lands contained in the presentation were the lands known as Glen Walter Park. The map below identifies two areas of lands that are located outside of the Glen Walter Park; one area is part of the park lands parcel, but it is an area of land that will accommodate the proposed water tower and possibly future residential development when water and wastewater capacity become available. The other parcel of land is also municipally owned and may also be used for future residential development once water and wastewater capacity become available.



19. The Cornwall SDG Human Services Department understands that this land is not available currently and understands that we currently do not have a servicing solution therefore this land, if designated, will be for development in the long term. Regardless of the timing of the development, SDG Human Services is requesting the dedication of land so they can prepare and budget for the future. As plans advance, the exact location and size of the property will be determined by administration and Council.

20. If Council approves this report, all or some of the lands will remain in the ownership of the Township in trust for the Cornwall SDG Human Services Department.

IMPACT ON 2023 BUDGET:

21. There is no impact to the 2023 budget to dedicate land for a future affordable housing project.

22. If Council chose to dispose of this land in the future, it will result in decreased revenue opportunities as land for a future affordable housing development will be required to remain in the Township's ownership in trust for the Cornwall SDG Human Services Department.

ALIGNMENT WITH STRATEGIC PLAN:

Goal 1: Enhance economic growth and prosperity.

Goal 4: Improve Quality of Life in our Community

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 93-2023 be received and that

**Recommended to Council for
Consideration by:
ACTING CAO – KELLI CAMPEAU**

STAFF REPORT

S.R. No. 94-2023

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

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: July 17, 2023

SUBJECT: 1498057 Ontario Inc. Zoning By-law Amendment

BACKGROUND:

Site Location:

1. Part of Lot 18 Concession 2 IL in the Geographic Township of Charlottenburgh, now in the Township of South Glengarry, County of Glengarry located at 950 Boundary Rd.



Owner/Applicant:

2. 1498057 Ontario Inc. / Agent - John A (Sandy) Cameron

Description of Site and Surroundings:

3. The subject property is located on the east side of Boundary Road approximately 300 metres north of Tyotown Road and south of railway corridor. The subject property is currently used as office, retail and warehouse space. No development is currently proposed for the subject property.
4. The surrounding lands are characterized by a variety of Highway Commercial and agricultural uses including Cornwall Roof Truss and Marleau Business Park to the south, farmed land to the east, and a Rail Corridor and farmed land to the North and primarily treed land with manufacturing beyond that to the west in the City of Cornwall.

Summary of Requested Zoning Proposal:

5. On June 9th, 2023, the Township accepted the zoning amendment application; said application was deemed complete on the same day. The purpose of this amendment is to rezone the subject property from Highway Commercial (CH) and Floodplain-Holding (FP-H) to Highway Commercial Exception Nine (CH-9) to remove the Floodplain-Holding zone and permit the following additional uses: Transportation Terminal, Retail Store, and Warehouse-Distribution Center. All other applicable provisions of Zoning By-law 38-09, as amended, shall continue to apply.

ANALYSIS:**Planning Rationale:****Planning Policy Framework:**

6. This application is subject to the following policy framework:
 - a. The Provincial Policy Statement (PPS) 2020
 - b. The United Counties of Stormont, Dundas and Glengarry Official Plan (OP)
 - c. The Township of South Glengarry's Zoning By-Law

Provincial Policy Statement

7. The Provincial Policy Statement (PPS) 2020 provides policy direction on matters of provincial interest relating to land use planning and development. This policy provides for appropriate development, while protecting resources of provincial interest, public health and safety and the quality of the natural and built

environment. All land use planning decisions must be consistent with the PPS. The PPS policies that apply to this proposed zoning amendment are as follows:

- a. 1.0 Building Strong Communities,
 - i. 1.1 Managing and Directing Land Use to Achieve Efficient and Resilient Development and Land Use Patterns
 - ii. 1.3 Employment
 - b. 3.0 Protecting Public Health and Safety
 - i. 3.1 Natural Hazards.
- Section 1.1.1 states:
- o “Healthy, liveable and safe communities are sustained by:
 - a) promoting efficient development and land use patterns which sustain the financial well-being of the Province and municipalities over the long term;
 - b) accommodating an appropriate affordable and market-based range and mix of residential types (including single-detached, additional residential units, multi-unit housing, affordable housing and housing for older persons), employment (including industrial and commercial), institutional (including places of worship, cemeteries and long-term care homes), recreation, park and open space, and other uses to meet long term needs;
 - c) avoiding development and land use patterns which may cause environmental or public health and safety concerns;
 - d) avoiding development and land use patterns that would prevent the efficient expansion of settlement areas in those areas which are adjacent or close to settlement areas;
 - g) ensuring that necessary infrastructure and public service facilities are or will be available to meet current and projected needs;”

The proposed amendment complies with this section of the PPS as removing the floodplain holding zone outside of areas threatened by flooding will promote development of the subject property and offer opportunities for appropriate commercial development to further expand or replace existing uses on the subject property. Any further development or site alteration will be subject to site plan control and relevant legislation to ensure that there are no environmental or public health and safety concerns and to ensure adequate services can be provided. The location of the subject property and the proposed uses will not alter the ability of the Glen Walter settlement area to expand as the proposed additional uses are not vastly different than the existing uses.

- Section 1.1.3.1 states:
 - o Settlement areas shall be the focus of growth and development.

The proposed amendment complies with this section of the PPS as the subject property is located within the Glen Walter Settlement area and will support further growth and development of the subject property.

- Section 1.1.3.2 states: Land use patterns within settlement areas shall be based on densities and a mix of land uses which:
 - o a) efficiently use land and resources;
 - o b) are appropriate for, and efficiently use, the infrastructure and public service facilities which are planned or available, and avoid the need for their unjustified and/or uneconomical expansion;
 - o g) are freight-supportive

The proposed amendment complies with this section of the PPS as the proposed amendment will reduce the floodplain constraint and permit more uses on the subject property to use the land more efficiently. Further development will be subject to site plan control which will confirm any proposed development can be appropriately serviced as at this time they will be reliant on private services. The subject property is located on Boundary Rd in close proximity to an interchange on Highway 401 which could facilitate the movement of goods to and from the subject property.

- Section 1.3.1 States:
 - o a) providing for an appropriate mix and range of employment, institutional, and broader mixed uses to meet long-term needs;
 - o b) providing opportunities for a diversified economic base, including maintaining a range and choice of suitable sites for employment uses which support a wide range of economic activities and ancillary uses, and take into account the needs of existing and future businesses;
 - o e) ensuring the necessary infrastructure is provided to support current and projected needs.

The proposed amendment complies with this section of the PPS as it would permit an appropriate mix and range of employment uses to meet long term needs while providing more opportunities to diversify the economic base of the area through additional permitted uses relative to the surrounding Highway Commercial zoning. Site plan control approvals will be required prior to further development which will assess the availability of both municipal and private infrastructure to confirm the necessary infrastructure is provided for the proposed development at the time of application.

- Section 1.3.2.1 States:
 - o Planning authorities shall plan for, protect and preserve employment areas for current and future uses and ensure that the necessary infrastructure is provided to support current and projected needs.

The proposed amendment complies with this section of the PPS as it will protect and preserve a portion of an employment area by removing the floodplain holding constraint on the subject property and additional permitted uses will contribute to supporting current and projected needs.

- Section 3.1.1 States:
 - o 3.1.1 Development shall generally be directed, in accordance with guidance developed by the Province (as amended from time to time), to areas outside of:
 - a) hazardous lands adjacent to the shorelines of the Great Lakes - St. Lawrence River System and large inland lakes which are impacted by flooding hazards, erosion hazards and/or dynamic beach hazards;
 - b) hazardous lands adjacent to river, stream and small inland lake systems which are impacted by flooding hazards and/or erosion hazards; and
 - c) hazardous sites.

The proposed amendment complies with this section of the PPS as a topographic survey has been completed demonstrating that the majority of the property is above the 1/100 year floodplain and any areas below the 1/100 year floodplain elevation are not necessarily at significant risk of flooding due to surrounding topography.

Official Plan Designation

8. The Official Plan of the United Counties of Stormont Dundas, and Glengarry (SDG OP) is an upper tier Plan with detailed policies that reflect provincial, County and local interests. All Planning decisions made by the Township of South Glengarry are required to be consistent with this Official Plan. The SDG OP policies that apply to this proposed zoning amendment are as follows:
 - a. 3.4.3 Urban Settlement Areas
 - b. 3.5 Permitted Land Uses
 - c. 3.5.1 Planning Principles
 - d. 3.5.2 Planning Guidelines
- The subject property is designated Employment District and falls within the Urban Settlement Area of Glen Walter.
 - Section 3.4.3 of the SDG OP states:
 - o Within Urban Settlement Areas, the Residential, Commercial and Employment Districts are areas where the primary permitted land uses are residential, commercial and industrial, respectively.
 - o Employment District uses may include a mix of industrial uses, manufacturing, construction, warehousing, offices, employment supportive

commercial uses including associated retail and ancillary facilities, public service facilities and institutional uses. Sensitive institutional uses shall only be permitted where they will not create issues of compatibility with existing or potential employment uses.

The proposed amendment complies with this section of the SDG OP as only commercial uses are being proposed to be added as a permitted land use in this site-specific zoning amendment within an employment district designation.

- Table 3.5 states:

Designation	Permitted Uses
Employment District	<ul style="list-style-type: none"> - Class I, II, and III industrial uses (see reference documents) - Transportation and distribution industries near transportation corridors - Office uses - Other associated retail and ancillary facilities. These may include limited employment supportive commercial uses serving the employment area (e.g. hotels, restaurants, fitness centres, financial institutions, convention centres, service commercial uses) as defined in the implementing Township Zoning by-law or through a site-specific zoning amendment - The following applies in the vicinity of Winchester and Chesterville Commercial: commercial uses which complement or are compatible with any permitted industrial use or commercial uses which are deemed suitable by a Local Municipality.

The proposed amendment complies with this section of the SDG OP as it would only permit additional uses that are already permitted within the existing SDG OP designation.

- Section 3.5.1 states:
 - In the review of planning applications, the following planning principles shall apply to any or all development.
 - 3.5.1.1 Adequate Lot size
 - 3.5.1.2 Servicing Capacity
 - 3.5.1.3 Frontage and Access
 - 3.5.1.4 Measures for Landscaping, Buffering, Screening and Land Use Compatibility
 - 3.5.1.8 Site Plan Control

The proposed amendment conforms to this section of the SDG OP as the subject property is of adequate size to support the existing and proposed permitted uses at some scale and all servicing at this time will need to be private services and site plan control will address servicing capacity of future proposed developments.

The subject property fronts onto a fairly heavily trafficked road within close proximity of the Highway 401 and existing entrances currently support similar traffic to what may be generated by the proposed use dependent on the scale of future proposed developments.

The surrounding land uses are all similar to the existing and proposed permitted uses and there is little to no concern regarding the compatibility of the proposed permitted uses and the surrounding land uses.

Future development will be subject to site plan control as per the municipalities Site Plan Control by-law that exists at the time of application.

- Section 3.5.2.3 states:
 - o Highway oriented commercial uses should be directed to strategic locations on major thoroughfares, with service roads in proximity to major intersections where such uses benefit from exposure to large volumes of traffic. Local Municipalities may establish specifically designated areas for highway commercial uses through zoning. Such areas should be designed to cluster highway commercial uses in one area of the community. Access should be controlled through such measures as defined, curbed access points, shared access or service roads for multiple commercial developments, prescribed spacing and number of access points to each other and to intersections. Areas for outdoor storage, parking, loading, and waste receptacles should be visually screened or appropriately located in such a way as to not detract the traveling public or negatively affect other nearby land uses, particularly sensitive land uses.

The proposed amendment complies with this section of the SDG OP as it will only permit additional highway oriented commercial uses in an area in close proximity to a major thoroughfare being Highway 401 in an existing cluster of highway commercial uses. No development is currently proposed and site plan control will address access to the subject property and screening/buffering of storage.

Zoning By-law:

9. The subject property is currently zoned Highway Commercial and Floodplain-Holding in the Township's Zoning By-Law 38-09.
10. The Township's Zoning By-Law 38-09 conforms to the United Counties Official Plan and is consistent with the Provincial Policy Statement (PPS), 2020.

Public Consultation:

11. The proposed Amendment was circulated to the neighbouring property owners within 120 metres of the proposed site; it was also advertised in the Glengarry News. A

public meeting was held on July 4th, 2023. There were no members of the public in attendance at the public meeting and no written comments were received from the public.

12. The proposed Amendment was also circulated to the Raisin Region Conservation Authority (RRCA). The RRCA has no objections to the proposed zoning by-law amendment. The RRCA provided the following comments:

“Thank you for the opportunity to review and provide comments on the above mentioned public notice. Raisin Region Conservation Authority (RRCA) staff have reviewed this application as per our delegated responsibility from the province to represent provincial interests regarding natural hazards identified in Section 3.1 of the Provincial Policy Statement (PPS, 2020) and as a regulatory authority under Ontario Regulation 175/06, and as a Source Protection Authority under the Clean Water Act.

Our understanding of the Zoning Amendment is to rezone the subject property from Highway Commercial (CH) and Floodplain-Holding (FP-H) to Highway Commercial Exception Nine (CH-9) to remove the Floodplain-Holding zone and permit the following additional uses: Cardlock Establishment, Transportation Terminal, Retail Store, and Warehouse-Distribution Center.

Natural Hazards (Floodplain)

There are mapped natural hazards on the property, flood plains, associated with the Donihee Drain as it leaves the Cornwall Business Park and confluences with Gray's Creek. The flood elevation calculated at the location of this property is 52.4m (CGVD28). The floodplain mapping was created using regional topographic information available at the time of mapping (1988).

The RRCA has had an opportunity to review updated topographic information available to us (LiDAR acquisition, 2021); as well as a site-specific topographic survey prepared by an Ontario Land Survey (Kim Adams, 2023).

It is the opinion of the RRCA that the majority of the property is at an elevation above the regulatory flood. There are some isolated low points not directly connected to adjacent flood plains as well as some low points attributed to a drainage swale. It is the opinion of the RRCA that removing the floodplain holding zone will not be contrary to the directives of the Provincial Policy Statement, as development on this property would be outside of a hazardous area.

Conservation Authorities Act (O.Reg. 175/06)

Notwithstanding any zoning provisions, development and/or interference inside or adjacent to watercourses, inside or within 15m of floodplains, and inside or adjacent to Provincially Significant Wetlands (PSW) is regulated by the RRCA.

The RRCA is satisfied that the property is no longer subject to present RRCA regulations as:

1. There is no evaluated PSW on or adjacent to the subject property.
2. There are no watercourses on the subject property.
3. After reviewing the updated topographic information, there is no regulated flood hazard on the subject property.

Clean Water Act

The site is not located close to a municipal drinking water supply. As such, there are no policies within the Source Protection Plan for the Raisin-South Nation Source Protection Region that would prohibit or limit development on this property.

Recommendation

The RRCA does not object to the zoning bylaw amendment.”

13. The proposed Amendment was also circulated to the City of Cornwall. The City of Cornwall has no objections to the proposed zoning by-law amendment and has provided the following comments:

“The City of Cornwall’s Planning, Economic Development and Traffic section has no comments or objections to the proposed ZBLA.”

14. The Ontario Planning Act requires all complete zoning Amendment applications to be processed and a decision to be made within 90 days of receipt of a complete application. This process will be completed within the prescribed timeframe as a decision will be made on day 38.
15. If approved, the subject property will be rezoned property from Highway Commercial (CH) and Floodplain-Holding (FP-H) to Highway Commercial Exception Nine (CH-9) to remove the Floodplain-Holding zone and permit the following additional uses: Transportation Terminal, Retail Store, and Warehouse-Distribution Center.
16. This proposed Zoning By-Law amendment is being recommended to be approved by Council as it is consistent with the PPS, 2020 and it conforms to the United Counties Official Plan.
17. Council also has the option to defer the application. Applications may be deferred if Council requires additional information, further staff review, or other reasons. Should Council wish to defer the applications, reasons for the deferral and direction to Staff will be required so that Staff can prepare an updated Staff Report for future consideration.

18. Council also has the option to refuse the applications. Should Council wish to refuse the applications, reasons for the refusal are required including a written explanation of the refusal.

IMPACT ON 2023 BUDGET:

N/A

ALIGNMENT WITH STRATEGIC PLAN:

N/A

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 94-2023 be received and that By-law 48-2023, being a by-law to amend By-law 38-09 to rezone the property described as Part of Lot 18 Concession 2 IL in the Geographic Township of Charlottenburgh, now in the Township of South Glengarry, County of Glengarry located at 950 Boundary Rd from Highway Commercial (CH) and Floodplain-Holding (FP-H) to Highway Commercial Exception Nine (CH-9) to remove the Floodplain-Holding zone and permit the following additional uses: Transportation Terminal, Retail Store, and Warehouse-Distribution Center, be read a first, second and third, passed, signed and sealed in open council this 17th day of July 2023. The Council of the Township of South Glengarry confirms that no comments from the public were received on this application therefore there was no effect on the decision.

**Recommended to Council for
Consideration by:
ACTING CAO – KELLI CAMPEAU**

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY
BY-LAW 48-2023
FOR THE YEAR 2023**

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

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

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

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

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

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

1. **THAT** the area affected by this by-law is legally described as Part of Lot 18 Concession 2 IL in the Geographic Township of Charlottenburgh, now in the Township of South Glengarry, County of Glengarry located at 950 Boundary Rd. as indicated on Schedule "A" attached hereto and forming part of this by-law.
2. **THAT** the property located at Part of Lot 18 Concession 2 IL in the Geographic Township of Charlottenburgh, now in the Township of South Glengarry, County of Glengarry located at 950 Boundary Rd. (PIN # 671270174) be rezoned from Highway Commercial (CH) and Floodplain-Holding (FP-H) to Highway Commercial Exception Nine (CH-9) to remove the Floodplain-Holding zone and permit the following additional uses: Transportation Terminal, Retail Store, and Warehouse-Distribution Center.
3. **THAT** all other applicable provisions of by-law 38-09, as amended, shall continue to apply.
4. **THAT** this by-law shall come into force and effect and take effect pursuant to the provisions of the *Planning Act*, R.S.O. 1990, as amended.

***READ A FIRST, SECOND AND THIRD TIME, PASSED, SIGNED AND SEALED
IN OPEN COUNCIL THIS 17TH DAY OF JULY, 2023.***

MAYOR:

CLERK:

BY-LAW 48-2023

EXPLANATORY NOTE

The purpose of this Amendment is to rezone the subject property from Highway Commercial (CH) and Floodplain-Holding (FP-H) to Highway Commercial Exception Nine (CH-9) to remove the Floodplain-Holding zone and permit the following additional uses: Transportation Terminal, Retail Store, and Warehouse-Distribution Center. All other applicable provisions of Zoning By-law 38-09, as amended, shall continue to apply.

Schedule “A”



Lands to be zoned to Highway
Commercial Exception Nine (CH-9)

This is Schedule “A” to By-law 48-2023
Adopted this 17th day of July, 2023

Township of
South Glengarry

Mayor

Clerk

STAFF REPORT

S.R. No. 95-2023

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

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: July 17, 2023

SUBJECT: 2187566 Ontario Limited (Martintown Animal Hospital) Zoning
By-law Amendment

BACKGROUND:

Site Location:

1. Part of Lot 11, Plan 107, being part 1 of Reference Plan 14R2989 in the Geographic Township of Charlottenburgh, now in the Township of South Glengarry, County of Glengarry located at 4910 Nine Mile Rd, Martintown.



Owner/Applicant:

2. 2187566 Ontario Limited

Description of Site and Surroundings:

3. The subject property is located on the west side of Nine Mile Road in Martintown, approximately 175 meters south of the intersection of Nine Mile Road and County Road 18. It is approximately 1.59 acres in size including the existing and newly acquired land and the area subject to this zoning amendment is approximately 1.12 acres and is located on the southern half of the property. The subject property currently contains the Martintown Animal Hospital and its parking lot. Should this amendment be approved, it will permit the applicant to expand the existing Martintown Animal Hospital and its parking lot pending the necessary site plan control approval, building permit(s), and any other applicable approvals.
4. The surrounding lands are characterized as:
 - residential and institutional to the east including single detached dwellings and Shannoncourt Pet Care
 - Residential and Institutional to the north including single detached dwellings and Bell Canada Infrastructure
 - Commercial with accessory residential uses to the west including Don MacCulloch's auto repairs and a single detached dwelling
 - Residential to the south including a single detached dwelling

Summary of Requested Zoning Proposal:

5. On May 31, 2023, the Township accepted the zoning amendment application; said application was deemed complete on the same day. The purpose of this Amendment is to rezone a 1.12 acre area of the subject property from Residential One (R1) to Hamlet commercial (C1) to permit the expansion of the existing Martintown Animal Hospital parking lot. All other applicable provisions of Zoning By-law 38-09, as amended shall continue to apply.

ANALYSIS:**Planning Rationale:****Planning Policy Framework:**

6. This application is subject to the following policy framework:
 - The Provincial Policy Statement (PPS) 2020
 - The United Counties of Stormont, Dundas and Glengarry Official Plan (OP)
 - The Township of South Glengarry's Zoning By-law

Provincial Policy Statement

7. The Provincial Policy Statement (PPS) 2020 provides policy direction on matters of provincial interest relating to land use planning and development. This policy provides for appropriate development, while protecting resources of provincial interest, public health and safety and the quality of the natural and built environment. All land use planning decisions must be consistent with the PPS. The PPS policies that apply to this proposed zoning amendment are as follows:
- 1.0 Building Strong Communities,
 - i. 1.1 Managing and Directing Land Use to Achieve Efficient and Resilient Development and Land Use Patterns;
 - ii. 1.3 Employment
 - iii. 1.7 Long Term Economic Prosperity

Section 1.1.1. of the PPS states that *“Healthy, liveable and safe communities are sustained by:*

b) accommodating an appropriate affordable and market-based range and mix of residential types (including single-detached, additional residential units, multi-unit housing, affordable housing and housing for older persons), employment (including industrial and commercial), institutional (including places of worship, cemeteries and long-term care homes), recreation, park and open space, and other uses to meet long-term needs”;

This proposed amendment is consistent with this section of the PPS as the proposed site-specific zoning amendment will permit the future expansion of an existing commercial use, being the Martintown Animal Hospital.

c) avoiding development and land use patterns that would prevent the efficient expansion of settlement areas in those areas which are adjacent or close to settlement areas.

The proposed amendment is consistent with this section of the PPS as the proposed amendment is site specific and permits the expansion of a commercial use within a rural settlement area and would not prevent the settlement area from expanding in the future.

f) improving accessibility for persons with disabilities and older persons by addressing land use barriers which restrict their full participation in society.

The proposed amendment is consistent with this section of the PPS as the proposed amendment will permit the expansion of the existing parking lot providing additional off-street parking providing more options to park closer to the main entrance of the existing animal hospital reducing the need for people with impaired mobility to travel farther to enter the business.

The subject property is located within a Rural Settlement Area known as Martintown, section 1.1.3 of the PPS states that:

1.1.3.1 Settlement areas shall be the focus of growth and development.

1.1.3.2 Land use patterns within settlement areas shall be based on densities and a mix of land uses which:

- a) efficiently use land and resources;
- b) are appropriate for, and efficiently use, the infrastructure and public service facilities which are planned or available, and avoid the need for their unjustified and/or uneconomical expansion;

The proposed amendment is consistent with these sections of the PPS as the proposed amendment will allow further commercial development within a settlement area as the Martintown Animal Hospital, pending the necessary permissions, will be able to efficiently use the land to expand an existing use with little to no concern regarding compatibility with surrounding land uses and infrastructure.

Section 1.3.1 of the PPS states that Planning authorities shall promote economic development and competitiveness by:

- a) providing for an appropriate mix and range of employment, institutional, and broader mixed uses to meet long-term needs;
- b) providing opportunities for a diversified economic base, including maintaining a range and choice of suitable sites for employment uses which support a wide range of economic activities and ancillary uses, and take into account the needs of existing and future businesses;
- e) ensuring the necessary infrastructure is provided to support current and projected needs.

The proposed amendment is consistent with this section of the PPS as the proposed amendment will provide an opportunity for the growth of the established or future commercial uses by providing more space to expand and meet their long-term needs.

While there are no municipal water or wastewater services available to the subject property, the additional space is served by electrical infrastructure and a municipal road that would allow for future changes to provide a diversified economic base. The increased amount of hamlet commercial zoning will aid in the establishing of private services for future commercial expansion.

Section 1.7.1 of the PPS states that Long-term economic prosperity should be supported by:

- a) promoting opportunities for economic development and community investment-readiness;

The proposed amendment is consistent with this section of the PPS as the proposed amendment will establish an expanded hamlet commercial zone across the entirety of the subject property promoting an opportunity for economic development and community investment as the

Official Plan Designation

8. The subject property is designated Rural Settlement Area. Table 3.5 of the Official Plan identifies the permitted uses in different designations. The Rural Settlement Area designation permits retail, service commercial, automotive and personal service uses which are deemed suitable by the Local municipality.

Designation	Permitted Uses
Rural Settlement Area	<p>Residential</p> <ul style="list-style-type: none">- Low and medium density housing in keeping with the character and scale of the Area <p>Commercial</p> <ul style="list-style-type: none">- Retail, service commercial, automotive and personal service uses which are deemed suitable by the Local municipality <p>Industrial</p> <ul style="list-style-type: none">- Class I and II industrial uses (see reference documents) which are deemed suitable by the Local municipality

This proposed amendment conforms to the Official Plan as this amendment will permit a expansion of an existing service commercial use and additional commercial uses in the future within a Rural Settlement Area.

Section 3.1 establishes the objectives of the SDG County Official Plan and goal 10 states that municipalities should:

“design a land use planning framework that sustains existing employment and encourages economic development.”

The proposed amendment will form part of the existing planning framework and will contribute to sustaining and encouraging the further development of an existing local employer.

3.4.4 Rural Settlement Areas

Within Rural Settlement Areas, the Planning Principles of Section 3.5.1 and the Planning Guidelines set out in Section 3.5.2.1 and 4.3.2.2 shall be used in the design and development of the land use pattern for the permitted land uses listed in Table 3.5.

Commercial uses within the Rural Settlement Areas shall be subject to the Local Municipality's zoning by-laws. Generally, these types of uses shall be required to be compatible with adjacent uses.

This proposed amendment conforms to these sections of Official Plan as this amendment, if approved, will permit the proposed uses in Zoning by-law 38-09 as amended and the proposed use is existing and compatible with surrounding land uses. Sections 3.5.1, 3.5.2.1, & 4.3.2.2 will be addressed later in this report.

3.4.2 Settlement Areas

Within Settlement Areas, the Planning Principles of Section 3.5.1 shall be used in the design and development of permitted land uses listed in Table 3.5.

3.5.1 Planning Principles

3.5.1.1 Adequate Lot Size

The subject property has recently undergone a lot addition to expand and the enlarged lot provides adequate lot size to expand the existing commercial use while providing sufficient parking and servicing.

3.5.1.2 Servicing Capacity

The proposed use will not impact the servicing requirements as currently only the parking lot is proposed to be expanded, in future the animal hospital may be expanded and will be required to be serviced privately.

3.5.1.3 Frontage and Access

The subject property has increased its frontage along Nine Mile Rd and has existing direct access to the municipal road to support the proposed use.

3.5.1.4 Measures for Landscaping, Buffering, Screening and Land Use Compatibility

The proposed expansion of the existing use does not pose any significant concern regarding incompatibility with surrounding land uses being primarily residential and commercial uses. The proposed development will be required to meet the necessary setbacks and buffering requirements of zoning by-law 38-09 during the site plan control process.

3.5.1.6 Accessible Communities

The proposed amendment is consistent with this section of the OP as the proposed amendment will permit the expansion of the existing parking lot providing additional off street parking providing more options to park closer to the main entrance of the existing animal hospital reducing the need for people with impaired mobility to travel farther to enter the business.

3.5.1.7 Zoning

The proposed amendment will permit the proposed use on the subject property.

3.5.1.8 Site Plan Control

The proposed development will be subject to site plan control prior to any site alteration or building permits.

3.5.2 Planning Guidelines

3.5.2.1 Community Structure

The proposed use is not on the fringe of a settlement area and the proposed amendment will permit development contiguous in an existing built up area within the settlement area.

3.5.2.2 Residential Areas

The proposed amendment will remove some residential zoning to permit the expansion of existing commercial uses.

3.5.2.3 Commercial Areas, Main Streets, and Downtowns

While spread of commercial uses into established or planned residential neighborhoods is not permitted, neighborhood serving uses such as the proposed expansion of the animal hospital is an exception described in this section of the SDG OP.

Zoning By-law:

9. The subject property is currently zoned Hamlet Commercial (C1) and Residential One (R1) in the Township's Zoning By-Law 38-09.
10. The Township's Zoning By-Law 38-09 conforms to the United Counties Official Plan and is consistent with the Provincial Policy Statement (PPS), 2020.

Public Consultation:

11. The proposed Amendment was circulated to the neighbouring property owners within 120 metres of the proposed site; it was also advertised in the Glengarry News. A public meeting was held on July 4th, 2023. There were no members of the public in attendance at the public meeting and no written comments were received from the public.
12. The Ontario Planning Act requires all complete zoning Amendment applications to be processed and a decision to be made within 90 days of receipt of a complete application. This process will be completed within the prescribed timeframe as a decision will be made on day 47.
13. If approved, the subject property will be rezoned from Residential One (R1) to Hamlet commercial (C1) to permit the expansion of the existing Martintown Animal Hospital and its parking lot.

14. This proposed Zoning By-Law amendment is being recommended to be approved by Council as it is consistent with the PPS, 2020 and it conforms to the United Counties Official Plan.
15. Council also has the option to defer the application. Applications may be deferred if Council requires additional information, further staff review, or other reasons. Should Council wish to defer the applications, reasons for the deferral and direction to Staff will be required so that Staff can prepare an updated Staff Report for future consideration.
16. Council also has the option to refuse the applications. Should Council wish to refuse the applications, reasons for the refusal are required including a written explanation of the refusal.

IMPACT ON 2023 BUDGET:

N/A

ALIGNMENT WITH STRATEGIC PLAN:

N/A

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 95-2023 be received and that By-law 49-2023, being by-law to amend By-law 38-09 to rezone a 1.12 acre area of the land legally described as Part of Lot 11, Plan 107, being part 1 of Reference Plan 14R2989 in the Geographic Township of Charlottenburgh, now in the Township of South Glengarry, County of Glengarry located at 4910 Nine Mile Rd, Martintown, from Residential One (R1) to Hamlet commercial (C1) to permit the expansion of the existing Martintown Animal Hospital property, be read a first, second and third time passed, signed and sealed in open council this 17th day of July 2023. The Council of the Township of South Glengarry confirms that no comments from the public were received on this application therefore there was no effect on the decision.

**Recommended to Council for
Consideration by:
ACTING CAO – KELLI CAMPEAU**

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY
BY-LAW 49-2023
FOR THE YEAR 2023**

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

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

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

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

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

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

1. **THAT** the area affected by this by-law is legally described as Part of Lot 11, Plan 107, being part 1 of Reference Plan 14R2989 in the Geographic Township of Charlottenburgh, now in the Township of South Glengarry, Count of Glengarry located at 4910 Nine Mile Rd, Martintown as indicated on Schedule "A" attached hereto and forming part of this by-law.
2. **THAT** a 1.12 acre area of the property located at Part of Lot 11, Plan 107, being part 1 of Reference Plan 14R2989 in the Geographic Township of Charlottenburgh, now in the Township of South Glengarry, County of Glengarry located at 4910 Nine Mile Rd, Martintown. (PIN # 671190213) as indicated in Schedule "A" of this by-law be rezoned from Residential One (R1) to Hamlet commercial (C1).
3. **THAT** all other applicable provisions of by-law 38-09, as amended, shall continue to apply.
4. **THAT** this by-law shall come into force and effect and take effect pursuant to the provisions of the *Planning Act*, R.S.O. 1990, as amended.

***READ A FIRST, SECOND AND THIRD TIME, PASSED, SIGNED AND SEALED
IN OPEN COUNCIL THIS 17TH DAY OF JULY, 2023.***

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

BY-LAW 49-2023
EXPLANATORY NOTE

The purpose of this Amendment is to rezone a 1.12 acre area of the subject property from Residential One (R1) to Hamlet commercial (C1) to permit the expansion of the existing Martintown Animal Hospital and it's parking lot. All other applicable provisions of Zoning By-law 38-09, as amended shall continue to apply.

Schedule “A”



Lands to be zoned to Hamlet
Commercial (C1)

**This is Schedule “A” to By-law 49-2023
Adopted this 17th day of July, 2023**

**Township of
South Glengarry**

Mayor

Clerk

STAFF REPORT

S.R. No. 96-2023

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

PREPARED FOR: Council of the Township of South Glengarry

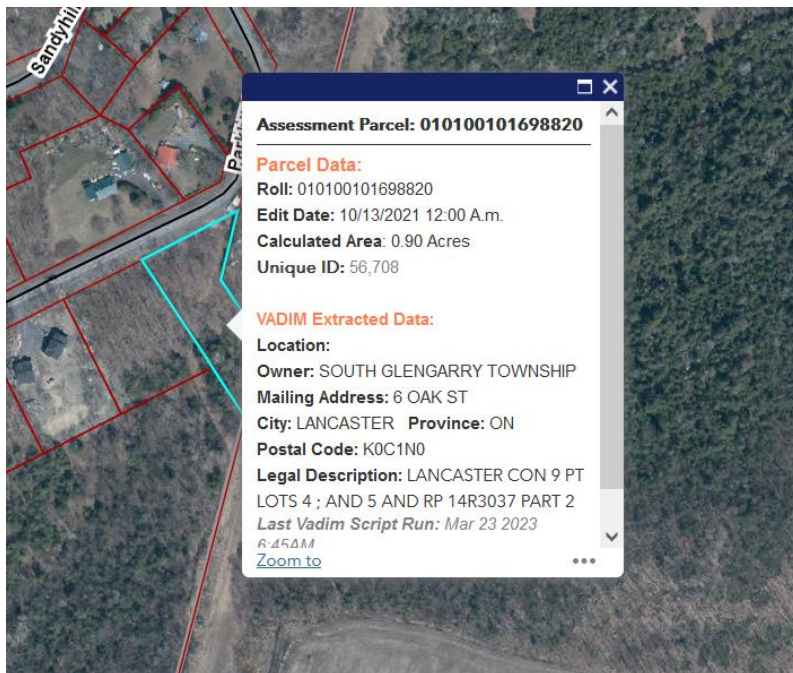
COUNCIL DATE: July 17, 2023

SUBJECT: Sale of Township Owned Land

BACKGROUND:

1. On March 20, 2023, the Council of the Township of South Glengarry awarded procurement 04-2023 for the supply of realtor services to Real Estate Agent Lyle Warden, Re/Max Affiliates Marquis. On April 24, 2023 an agreement was entered into between Mr. Warden and the Corporation to provide these services.
2. On June 29th, 2023, the following six building lots previously declared surplus by Council were listed for sale as follows:

Property #1:



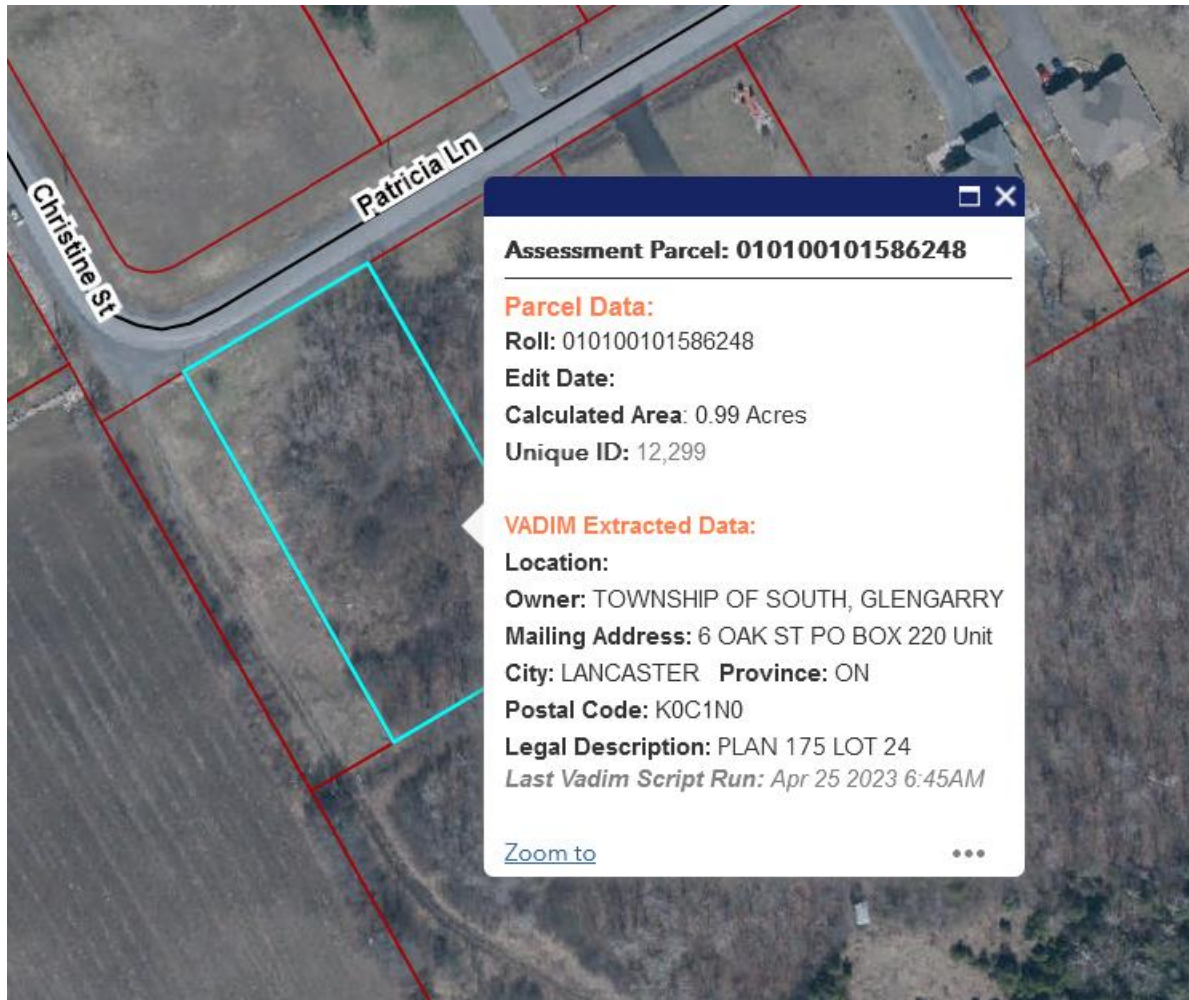
Notes:

- New consolidated PIN being 67153-0515
- Zoning: Estate Residential
- Listing Price: \$45,000

Properties # 2, 3, 4 and 5



Property #6:



Notes:

- Zoning: Rural- please note that this is an exterior lot therefore the west side is a 15-meter setback. The dwelling will have to be built to the east side or a minor variance may be applied for to reduce the exterior side yard setback.
- Listing Price: \$99,000

ANALYSIS:

3. The Township has received offers to purchase 5 out of the 6 lots for sale to date. The chart below summarizes the offers received:

	Property	Purchaser	Sale Price	Closing Date
1	Lot 1 Lakeside Drive	Jacinthe Bray Immobilier Inc.	\$57,600	December 15, 2023
2	Lot 2 Lakeside Drive	Agence Immobiliere Vachon-Bray	\$57,600	November 1, 2023
3	Lot 4 Lakeside Drive	Gestions Kalj Inc. / Kalj Holdings inc.	\$57,600	July 28, 2023
4	Lot Parkhill Circle	Anne-Frederique Barrette	\$40,000	August 3, 2023
5	Patricia Lane	Mike Sauvé Construction Inc	\$83,000	July 25, 2023

4. Administration recommends to Council to accept all the offers listed above including the proposed closing dates. All offers are subject to paying HST over and above the purchase prices as well as all the Township's legal costs to transfer the lands.
5. The last remaining property located on Lakeside Drive will remain for sale until such time we have a buyer, any offers received will be brought to Council for consideration.

IMPACT ON 2023 BUDGET:

6. Administration budgeted \$330,000 in revenue for the sale of Township owned lands that have been directed to be sold by Council. These 5 sales will generate a revenue of \$295,800.00.

ALIGNMENT WITH STRATEGIC PLAN:

Goal 1: Enhance economic growth and prosperity.

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 96-2023 be received and that By-laws 50-2023, 51-2023, 52-2023, 53-2023 and 54-2023, being by-laws to authorize the sale of lands in accordance with the terms of the sale and purchase of property by-law be read a first, second and third time, passed, signed and sealed in open council this 17th day of July 2023.

**Recommended to Council for
Consideration by:
ACTING CAO – KELLI CAMPEAU**

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY
BY-LAW NUMBER 50-2023
FOR THE YEAR 2023**

BEING A BY-LAW TO AUTHORIZE THE SALE OF LANDS IN ACCORDANCE WITH THE TERMS OF BY-LAW 21-2021, BEING THE SALE AND PURCHASE OF PROPERTY BY-LAW FOR THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY.

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

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

AND WHEREAS the Council of the Township of South Glengarry passed a resolution declaring the subject property as surplus to the Township's needs and authorized the sale of the lands.

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

1. **THAT** the lands legally described as Part of Lot 4, Concession 9, being Part 1 on Reference Plan 14R 6658 and Part of PIN 671530492 be sold and transferred to Jacinthe Bray Immobilier Inc.
2. **THAT** the Mayor and Clerk be authorized to execute such documents as may be necessary therefore, and to attach the corporate seal thereto.

READ A FIRST, SECOND AND THIRD TIME, PASSED, SIGNED AND SEALED IN OPEN COUNCIL THIS 17TH DAY OF JULY 2023.

MAYOR: _____ **CLERK:** _____

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY
BY-LAW NUMBER 51-2023
FOR THE YEAR 2023**

***BEING A BY-LAW TO AUTHORIZE THE SALE OF LANDS IN
ACCORDANCE WITH THE TERMS OF BY-LAW 21-2021, BEING THE SALE
AND PURCHASE OF PROPERTY BY-LAW FOR THE CORPORATION OF
THE TOWNSHIP OF SOUTH GLENGARRY.***

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

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

AND WHEREAS the Council of the Township of South Glengarry passed a resolution declaring the subject property as surplus to the Township's needs and authorized the sale of the lands.

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

1. **THAT** the lands legally described as Part of Lot 4, Concession 9, being Part 2 on Reference Plan 14R 6658 and Part of PIN 671530492 be sold and transferred to Agence Immobiliere Vachon-Bray.
2. **THAT** the Mayor and Clerk be authorized to execute such documents as may be necessary therefore, and to attach the Corporate seal thereto.

***READ A FIRST, SECOND AND THIRD TIME, PASSED, SIGNED AND
SEALED IN OPEN COUNCIL THIS 17TH DAY OF JULY 2023.***

MAYOR: _____ **CLERK:** _____

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY
BY-LAW NUMBER 52-2023
FOR THE YEAR 2023**

BEING A BY-LAW TO AUTHORIZE THE SALE OF LANDS IN ACCORDANCE WITH THE TERMS OF BY-LAW 21-2021, BEING THE SALE AND PURCHASE OF PROPERTY BY-LAW FOR THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY.

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

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

AND WHEREAS the Council of the Township of South Glengarry passed a resolution declaring the subject property as surplus to the Township's needs and authorized the sale of the lands.

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

1. **THAT** the lands legally described as Part of Lot 4, Concession 9, being Part 4 on Reference Plan 14R 6658 and Part of PIN 671530492 be sold and transferred to Gestions Kalj Inc. / Kalj Holdings inc.
2. **THAT** the Mayor and Clerk be authorized to execute such documents as may be necessary therefore, and to attach the Corporate seal thereto.

READ A FIRST, SECOND AND THIRD TIME, PASSED, SIGNED AND SEALED IN OPEN COUNCIL THIS 17TH DAY OF JULY 2023.

MAYOR: _____ **CLERK:** _____

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY
BY-LAW NUMBER 53-2023
FOR THE YEAR 2023**

BEING A BY-LAW TO AUTHORIZE THE SALE OF LANDS IN ACCORDANCE WITH THE TERMS OF BY-LAW 21-2021, BEING THE SALE AND PURCHASE OF PROPERTY BY-LAW FOR THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY.

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

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

AND WHEREAS the Council of the Township of South Glengarry passed a resolution declaring the subject property as surplus to the Township's needs and authorized the sale of the lands.

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

1. **THAT** the lands legally described as Part of Lots 4 and 5, Concession 9, being PIN 671530515 be sold and transferred to Anne-Frederique Barrette.
2. **THAT** the Mayor and Clerk be authorized to execute such documents as may be necessary therefore, and to attach the Corporate seal thereto.

READ A FIRST, SECOND AND THIRD TIME, PASSED, SIGNED AND SEALED IN OPEN COUNCIL THIS 17TH DAY OF JULY 2023.

MAYOR: _____ **CLERK:** _____

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY
BY-LAW NUMBER 54-2023
FOR THE YEAR 2023**

BEING A BY-LAW TO AUTHORIZE THE SALE OF LANDS IN ACCORDANCE WITH THE TERMS OF BY-LAW 21-2021, BEING THE SALE AND PURCHASE OF PROPERTY BY-LAW FOR THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY.

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

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

AND WHEREAS the Council of the Township of South Glengarry passed a resolution declaring the subject property as surplus to the Township's needs and authorized the sale of the lands.

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

1. **THAT** the lands legally described as Lot 24, Registered Plan 175, being part of PIN 671450106 be sold and transferred to Mike Sauvé Construction Inc.
2. **THAT** the Mayor and Clerk be authorized to execute such documents as may be necessary therefore, and to attach the Corporate seal thereto.

READ A FIRST, SECOND AND THIRD TIME, PASSED, SIGNED AND SEALED IN OPEN COUNCIL THIS 17TH DAY OF JULY 2023.

MAYOR: _____ **CLERK:** _____



STAFF REPORT

S.R. No. 97-023

PREPARED BY: Jennifer Treverton, Economic Development Officer

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: July 17, 2023

SUBJECT: Rural Economic Development (RED) Grant - Transfer Payment Agreement

BACKGROUND:

1. On February 23, 2023, the EDO under the direction of the GM of Planning, Building & Enforcement submitted a Rural Economic Development (RED) Program Application to fund a *Technology Adoption Driving Economic Development Prosperity* project.
2. The project objectives are to:
 - a. Purchase and implement a CRM system for use by the EDO to improve business retention and attraction activities.
 - b. Optimize website content for the Business and Development sections of the Township of South Glengarry's website.
 - c. Develop and integrate planning and economic development tools into the existing Township website.
3. Administration was advised on June 23rd that our application was successful. The project may proceed and must be completed by March 30, 2024.

ANALYSIS:

4. To receive grant funding for this project, the Township is required to enter into a Transfer Payment Agreement with the Province, adopted by by-law. The agreement is attached hereto for Council's review.
5. The Transfer Payment Agreement has a submission date of July 25, 2023.

IMPACT ON 2023 BUDGET:

6. The 2023 budget included the costs associated with this project. The RED program will provide a grant of up to \$9,887.50 to offset the project's cost.

ALIGNMENT WITH STRATEGIC PLAN:

Goal 1: Enhance economic growth and prosperity

Goal 3: Strengthen the effectiveness and efficiency of our organization

Goal 5: Improve internal and external communications

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 97-2023 be received and that By-law 55-2023, being a by-law to enter into a Transfer Payment Agreement with His Majesty the King in right of Ontario as represented by the Ontario Ministry of Agriculture, Food and Rural Affairs be read a first, second and third time, passed, signed and sealed in open Council on this 17th day of July 2023

**Recommended to Council for
Consideration by:
ACTING CAO – KELLI CAMPEAU**

RURAL ECONOMIC DEVELOPMENT PROGRAM

AGREEMENT BETWEEN:

HIS MAJESTY THE KING IN RIGHT OF ONTARIO
as represented by the Minister of Agriculture, Food and Rural Affairs

(the "Province")

- and -

THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY

CRA # 124636051

(the "Recipient")

In consideration of the mutual covenants and agreements contained in this agreement (the "Agreement") and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Province and the Recipient (the "Parties") agree as follows:

1.0 ENTIRE AGREEMENT

1.1 This Agreement, including:

Schedule "A" – General Terms and Conditions,
Schedule "B" – Operational Requirements and Additional Provisions,
Schedule "C" – Project Description,
Schedule "D" – Financial Information,
Schedule "E" – Payments and Reports,
And any amending agreement entered into as provided below,

Constitutes the entire agreement between the Parties, with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representation and agreements.

2.0 COUNTERPARTS

2.1 This Agreement may only be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

2.2 Both Parties consent to and agree to accept electronic signatures, (as defined in the *Electronic Commerce Act*, 2000), as binding the Parties to the terms and conditions of this Agreement.

3.0 AMENDING AGREEMENT

3.1 This agreement may only be amended by a written agreement duly executed by the Parties.

4.0 ACKNOWLEDGEMENT

4.1 The Recipient acknowledges and agrees:

- (a) (a) It has read and understands the provisions contained in the entire Agreement;
- (b) (a) It will be bound by the terms and conditions in the entire Agreement;
- (c) (a) By receiving and using the Funds provided under this Agreement that it may become subject to the *BPSAA*, the *PSSDA* and the *AGA*;
- (d) The Funds are:

- (i) (i) To assist the Recipient to carry out the Project and not to provide goods or services to the Province, and
- (ii) (i) Funding for the purposes of the *BPSAA* and the *PSSDA*;
- (e) (e) The Province is not responsible for managing or carrying out the Project; and
- (f) (e) The Province is bound by the *FIPPA* and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with the *FIPPA* or other applicable Requirements Of Law.

IN WITNESS WHEREOF the Parties have executed this Agreement on the dates set out below.

HIS MAJESTY THE KING IN RIGHT OF ONTARIO,

as represented by the Minister of Agriculture, Food and Rural Affairs

 Name: Alan Crawley
 Title: Director, Rural Programs Branch

 Date:

I have the authority to bind the Province pursuant to delegated authority.

THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY

 Name: Lachlan McDonald
 Title: Mayor

 Date:

 Name: Kelli Campeau
 Title: A/ CAO/GM of Corporate Services/Clerk

 Date:

I have authority to bind the Recipient.

SCHEDULE “A” GENERAL TERMS AND CONDITIONS

ARTICLE 1 INTERPRETATION AND DEFINITIONS

A.1.1 Interpretation. For the purposes of interpreting the Agreement:

- (a) Unless specifically defined otherwise in this Agreement, words in the singular include the plural and vice versa;
- (b) Words in one gender include all genders;
- (c) The headings do not form part of this Agreement; they are for reference purposes only and will not affect the interpretation of the Agreement;
- (d) Any reference to dollars or currency will be in Canadian dollars and currency;
- (e) Any reference to a statute means a statute of the Province of Ontario, unless otherwise indicated;
- (f) Any reference to a statute is to that statute and to the regulations made pursuant to that statute as they may be amended from time to time and to any statute or regulations that may be passed that have the effect of supplanting or superseding that statute or regulation unless a provision of the Agreement provides otherwise; and
- (g) All accounting terms will be interpreted in accordance with the Generally Accepted Accounting Principles and all calculations will be made and all financial data to be submitted will be prepared in accordance with the Generally Accepted Accounting Principles.

A.1.2 Definitions. In the Agreement, the following terms will have the following meaning:

“Additional Terms And Conditions” means the additional terms and conditions specified in sections A.8.1 and B.2 of this Agreement.

“AGA” means the *Auditor General Act, 1990*

“Agreement” means this contract between the Province and the Recipient,

“Arm’s Length” has the same meaning as determined under the *Income Tax Act* (Canada) as it read on the Effective Date of this Agreement, and as treated or defined under Generally Accepted Accounting Principles.

“BPSAA” means the *Broader Public Sector Accountability Act, 2010*.

“Budget” means the budget attached to section D.2 of this Agreement.

“Business Day” means any working day, Monday to Friday inclusive, excluding statutory holidays of the Province and any other day on which the Province is not open for business.

“Claim Submission Deadline” means the date or dates set out under section E.1 (b) of this Agreement.

“Contract” means an agreement between the Recipient and a third-party whereby the third-party agrees to provide a good or service for the Project in return for financial consideration that may be claimed by the Recipient as an Eligible Cost.

“Cost-Share Funding Percentage” means the percentage the Province will pay toward the Recipient’s Eligible Costs, as set out under section D.1.1 of this Agreement.

“Effective Date” means the date on which this Agreement is effective, as set out under section B.1.1 of this Agreement.

“Eligible Costs” means those costs set out under in the Guidelines and which the Province has approved as eligible for reimbursement under the terms of this Agreement and also includes any additional costs permitted under section D.2 of this Agreement.

“Event of Default” has the meaning ascribed to it in section A.14.1 of this Agreement.

“Expiration Date” means the date on which this Agreement will expire, as set out under section B.1.2 of this Agreement, unless amended or terminated prior to this date in accordance with the terms and conditions of this Agreement.

“FAA” means the *Financial Administration Act*.

“Failure” means a failure to comply with any term, condition, obligation under any other agreement that the Recipient has with His Majesty the King in Right of Ontario or one of His agencies.

“Final Report” means a final Report on the Project in the form set out in section E.2 (a) of this Agreement.

“FIPPA” means the *Ontario Freedom of Information and Protection of Privacy Act*.

“Funding Year” means:

- (a) In the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31, the Expiration Date, or the termination of this Agreement, whichever comes first; and;
- (b) In the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31, the Expiration Date, or the termination of this Agreement, whichever comes first.

“Funds” means the money the Province provides to the Recipient pursuant to this Agreement.

“Guidelines” means the documents of the Province setting out the criteria governing the operation of the Program, that were made available on the Program website, at the time the Recipient applied for funding from the Program

“Holdback” means the amount set out under section D.1.3 of this Agreement.

“Incurred” in relation to costs, means a cost that a Recipient has become liable for, regardless whether actual payment has occurred.

“Indemnified Parties” means His Majesty the King in Right of Ontario, His Ministers, agents, appointees and employees.

“Ineligible Costs” means those costs set out in the Guidelines as ineligible for reimbursement by the Province and includes any additional costs identified as ineligible under section D.2.2 of this Agreement.

“Maximum Funds” means the maximum amount of Funds that the Province will provide to the Recipient under this Agreement, as set out under section D.1.2 of this Agreement.

“Minister” means the Minister of Agriculture, Food and Rural Affairs or such other Minister who may be designated from time to time as the responsible Minister in relation to the Program in accordance with the *Executive Council Act*, R.S.O. 1990, c. E. 25, as amended.

“MFIPPA” means the *Municipal Freedom of Information and Protection of Privacy Act*.

“Notice” means any communication given or required to be given pursuant to this Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient, unless the context implies otherwise.

“Program” means the program created by the Province entitled Rural Economic Development Program under *Order-in-Council 201/2011*, as amended.

“Project” means the undertaking described in Schedule “C” of this Agreement.

“Project Approval Date” means the same as the Effective Date, as set out in section B.1.1 of this Agreement.

“Project Completion Date” means the date that the Recipient must complete its Project under this Agreement, as set out in section B.1.3 of Schedule “B” of this Agreement.

“PSSDA” means the *Public Sector Salary Disclosure Act, 1996*.

“Reports” means the reports set out under Schedule “E” of this Agreement.

“Requirements of Law” means all applicable statutes, regulations, by-laws, ordinances, codes, official plans, rules, approvals, permits, licenses, authorizations, orders, decrees, injunctions, directions and agreements with all authorities that now or at any time hereafter may relate to the Recipient, the Project, the Funds and this Agreement. Without limiting the generality of the foregoing, if the Recipient is subject to the *BPSAA*, the *PSSDA* or any other type of broader public sector accountability legislative provisions, those broader public sector accountability legislative provisions are deemed to be a Requirement of Law.

“Term” means the period of time beginning on the Effective Date of this Agreement and ending on the Expiration Date or the termination of this Agreement, whichever is shorter.

“Timelines” means the Project schedule set out in Schedule “B”.

A.1.3 Conflict. Subject to section 8.1 of Schedule “A” of this Agreement, in the event of a conflict between this Schedule “A” of the Agreement and any other Schedule of this Agreement, the terms and conditions set out under this Schedule “A” of the Agreement will prevail.

ARTICLE A.2 REPRESENTATIONS, WARRANTIES AND COVENANTS

A.2.1 General. The Recipient represents, warrants and covenants that:

- (a) It is, and will continue to be for the Term of this Agreement, an eligible applicant as described in the Guidelines with full power to fulfill its obligations under this Agreement;
- (b) It has, and will continue to have for the Term of this Agreement, the experience and expertise necessary to carry out the Project;
- (c) It has the financial resources necessary to carry out the Project and is not indebted to any person(s) to the extent that that indebtedness would undermine the Recipient’s ability to complete the Project by the Project Completion Date;
- (d) It is in compliance with all Requirements of Law and will remain in compliance with all Requirements of Law for the Term related to any aspect of the Project, the Funds or both for the term of this Agreement; and
- (e) Unless otherwise provided for in this Agreement, any information the Recipient provided to the Province in support of its request for Funds, including any information relating to any eligibility requirements, was true and complete at the time the Recipient provided it.

A.2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) The full power and authority to enter into this Agreement; and
- (b) Taken all necessary actions to authorize the execution of this Agreement.

A.2.3 Governance. The Recipient represents, warrants and covenants that it has, and will maintain, in writing, for the term of this Agreement:

- (a) A code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) Procedures to ensure the ongoing effective functioning of the Recipient;
- (c) Procedures to enable the Recipient to manage the Funds prudently and effectively;
- (d) Procedures to enable the Recipient to successfully complete the Project;
- (e) Procedures to enable the Recipient to, in a timely manner, identify risks to the completion of the Project and develop strategies to address those risks;
- (f) Procedures to enable the preparation and delivery of all Reports required under this Agreement; and
- (g) Procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under this Agreement.

A.2.4 Supporting Documentation. Upon request, and within the time period indicated in the Notice, the Recipient will provide the Province with proof of the matters referred to in this Article 2 of Schedule "A" of this Agreement.

A.2.5 Additional Covenants. The Recipient undertakes to advise the Province within five (5) Business Days of:

- (a) Any changes that affect its representations, warranties and covenants under sections A.2.1, A.2.2 or A.2.3 of this Agreement during the Term of the Agreement;
- (b) Any actions, suits or other proceedings which could or would reasonably prevent the Recipient from complying with the terms and conditions of this Agreement; and
- (c) Any change in ownership or ownership structure.

ARTICLE A.3 FUNDS AND CARRYING OUT THE PROJECT

A.3.1 Funds Provided. The Province will:

- (a) Provide Funds to the Recipient up to the Maximum Funds, based on the Cost-Share Funding Percentage, for the sole purpose of carrying out the Project;
- (b) Provide the Funds to the Recipient in accordance with section D.2 of this Agreement provided that the Recipient makes claims for payment of Funds in accordance with section E.1 of this Agreement;
- (c) Provide funding as long as the total combined amount of provincial and federal assistance for the Eligible Costs actually incurred and paid by the Recipient do not exceed ninety per cent (90%) of those costs; and
- (d) Deposit the Funds into an account designated by the Recipient, provided that account:
 - (i) Resides at a Canadian financial institution, and
 - (ii) Is in the name of the Recipient.

A.3.2 Limitation On Payment Of Funds. Despite section A.3.1 of this Agreement:

- (a) The Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as the Province may request pursuant to section A.10.2 of this Agreement;
- (b) The Province is not obligated to provide any Funds until it is satisfied with the progress of the Project;
- (c) The Province may adjust the amount of Funds it provides to the Recipient without liability, penalty or costs in any Funding Year based upon the Province's assessment of the information provided by the Recipient pursuant to Article A.6 of this Agreement;
- (d) If, pursuant to the *FAA*, the Province does not receive the necessary appropriation from the Ontario Legislature for payment under this Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) Reduce the amount of Funds and, in consultation with the Recipient, change the Project without liability, penalty or costs; or
 - (ii) Recover Funds already paid to the Recipient; or
 - (iii) Terminate the Agreement pursuant to section A.13.1 of this Agreement;
- (e) The Province shall impose a Holdback on any payment of Funds and will not be obligated to pay that Holdback to the Recipient until after the Province approves the Recipient's Final Report pursuant to Article A.6 of this Agreement; and
- (f) The Province is not obligated to pay interest on the Holdback as described in (e) or any other payments under this Agreement.

A.3.3 Use Of Funds And Project. The Recipient will:

- (a) Carry out the Project in accordance with the terms and conditions of this Agreement;
- (b) Complete the Project by the Project Completion Date;
- (c) Not use the Funds for Ineligible Costs;
- (d) Use the Funds only:
 - (i) For Eligible Costs that are necessary for the purposes of carrying out the Project; and
 - (ii) For those activities set out in section C.3. of this Agreement; and
- (e) Use the Funds only in accordance with the Budget, including any sub-limits set out therein.

A.3.4 Province's Role Limited To Providing Funds. For greater clarity, the Province's role under this Agreement is strictly limited to providing Funds to the Recipient for the purposes of the Project and the Province is not responsible for carrying out the Project. Without limiting the generality of the foregoing, the fact that the Province may conduct reviews and/or audits of the Project as provided for in this Agreement or issues directions, approves changes to the Project or imposes conditions upon an approval in accordance with the terms and conditions of this Agreement will not be construed by the Recipient as the Province having a management, decision-making or advisory role in relation to the Project. The Recipient further agrees that the Recipient will not seek to include the Province as a decision-maker, advisor or manager of the Project through recourse to a third party, court, tribunal or arbitrator.

A.3.5 No Changes. The Recipient will not make any changes to the Project, including to the Budget or timelines, without the prior written consent of the Province.

A.3.6 No Payment of Funds until Eligible Expenses are approved. The Province will provide the Funds to the Recipient for Eligible Costs upon receipt of proof of the expense and according to the Budget only. The Province shall not advance any of the Funds to the Recipient.

A.3.7 No Provincial Payment Of Interest. The Province is not required to pay interest on any Funds under this Agreement. For greater clarity, this includes interest on any Funds that the Province has withheld paying to the Recipient.

A.3.8 Maximum Funds. The Recipient acknowledges and agrees that the Funds available to it pursuant to this Agreement will not exceed the Maximum Funds.

A.3.9 Rebates, Credits And Refunds. The Recipient acknowledges and agrees that the amount of Funds available to it pursuant to this Agreement and the Program is based on the actual costs to the Recipient, less any costs for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund, including but not limited to tax rebates, credits or refunds. The Recipient further acknowledges and accepts that it is not entitled to those same costs, taxes, rebates, credits or refunds under this Agreement or the Program in whole or in part.

A.3.10 Funding, Not Procurement. The funding the Province is providing under this Agreement is funding for the purposes of the PSSDA.

ARTICLE A.4

RECIPIENT'S ACQUISITION OF GOODS AND SERVICES AND DISPOSAL OF ASSETS

A.4.1 Acquisition. If the Recipient acquires goods or services or both with the Funds, it will:

- (a) Do so through a process that is transparent, fair and promotes the best value for the money expended and at competitive prices that are no greater than fair market value after deducting trade discounts and/or any other discounts available to the Recipient; and
- (b) Comply with any Requirements of Law that may be applicable to how the Recipient acquires any goods or services or both.

A.4.2 Contracts. The Recipient will ensure that all Contracts:

- (a) Are consistent with this Agreement;
- (b) Do not conflict with this Agreement;
- (c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;
- (d) Require that any parties to those Contracts comply with all Requirements of Law; and
- (e) Authorize the Province to perform audits of the parties to those Contracts in relation to the Project as the Province sees fit in connection with Article A.6 of this Agreement .

A.4.3 Disposal. The Recipient:

- (a) Will, where Ontario's contribution to the cost of an asset created or purchased using the Funds, exceeds twenty-five thousand dollars (\$25,000.00) at the time of purchase or creation of the asset, retain ownership of the asset for at least two (2) years from the Expiration Date of this Agreement; unless otherwise provided under this Agreement or directed by the Province in writing; and
- (b) Will not, without the Province's prior written consent, lease or otherwise encumber assets referred to under section A.4.3(a) for at least two (2) years from the Expiration Date of this Agreement unless otherwise provided under this Agreement or as the Province directs in writing.

In the event the Recipient does not comply with section A.4.3 of this Agreement, the Province may recover the Funds provided to the Recipient for the assets referred to under section A.4.3.

ARTICLE A.5 CONFLICT OF INTEREST

- A.5.1 *No Conflict Of Interest.*** The Recipient will carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.
- A.5.2 *Conflict Of Interest Includes.*** For the purposes of this Article, a conflict of interest includes any circumstances where:
- (a) The Recipient; or
 - (b) Any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project, the use of the Funds or both.
- A.5.3 *Disclosure To The Province:*** The Recipient will:
- (a) Disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and
 - (b) Comply with any terms and conditions that the Province may impose as a result of the disclosure.

ARTICLE A.6 REPORTING, ACCOUNTING AND REVIEW

- A.6.1 *Preparation And Submission.*** The Recipient will:
- (a) Provide any information that is requested by the Province as the Province directs and within the timeline set out in the direction;
 - (b) Submit to the Province (at the address referred to in section B.1.5 of this Agreement) all Reports in accordance with the timelines and content requirements set out in Schedule "E", or in a form as specified by the Province from time to time and ensure that all reports are:
 - (i) Completed to the satisfaction of the Province; and
 - (ii) Signed on behalf of the Recipient by an authorized signing officer and that the accompanying attestation has been completed.
- A.6.2 *Records Maintenance.*** The Recipient will keep and maintain:
- (a) All financial records, including invoices, relating to the Funds or otherwise to the Project in a manner consistent with generally acceptable accounting principles; and
 - (b) All non-financial documents and records relating to the Funds or otherwise to the Project.
- A.6.3 *Inspection.*** The Province, its authorized representatives or an independent auditor identified by the Province may, at their own expense, upon twenty-four (24) hours' Notice to the Recipient during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may take one or more of the following actions:
- (a) Inspect and copy the records and documents referred to in section A.6.2 of this Agreement;

- (b) Remove any copies made pursuant to section A.6.3(a) of this Agreement from the Recipient's premises; and
- (c) Conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project or both.

A.6.4 Disclosure. To assist in respect of the rights set out under section A.6.3 of Schedule "A" of this Agreement, the Recipient will disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province and will do so in the form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

A.6.5 No Control Of Records. No provision of this Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A.6.6 Auditor General. For greater certainty, the Province's rights to audit under this Article 6 of the Agreement are in addition to any rights provided to the Auditor General.

ARTICLE A.7 COMMUNICATIONS

A.7.1 Acknowledgement And Support. Unless otherwise directed by the Province, the Recipient will:

- (a) submit all Project-related external or public facing publications, whether intended for written, oral or visual communications and including social media publications, to the Province's contact set out in section B.1.4 for approval at least ten (10) Business Days prior to their intended publication date;
- (b) acknowledge the support of the Province in the form and manner set out under section B.1.5 of this Agreement or as otherwise directed; and
- (c) indicate in all of its Project-related publications – whether written, oral or visual – that any views expressed therein are the views of the Recipient and do not necessarily reflect those of the Province.

The Recipient's internal Project-related communications, such as reports from municipal staff to council, are not subject to the requirements in paragraphs A.7.1 (a), (b) and (c).

A.7.2 Publication By The Province. The Recipient agrees that the Province may, in addition to any obligations the Province may have under FIPPA, publicly release information under this Agreement, including the Agreement itself, in hard copy or in electronic form, on the internet or otherwise.

ARTICLE A.8 ADDITIONAL TERMS AND CONDITIONS

A.8.1 Additional Terms And Conditions. The Recipient will comply with any Additional Terms and Conditions set out under section B.2 of this Agreement. In the event of a conflict or inconsistency between any of the requirements of the Additional Terms and Conditions and any requirements of this Schedule "A" of the Agreement, the Additional Terms and Conditions will prevail.

ARTICLE A.9 INDEMNITY

- A.9.1 Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all direct or indirect liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with this Agreement, unless solely caused by the gross negligence or willful misconduct of the Province.
- A.9.2 Recipient's Participation.** The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.
- A.9.3 Province's Election.** The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province under this Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.
- A.9.4 Settlement Authority.** The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of the Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province, as the case may be, will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.
- A.9.5 Recipient's Co-operation.** If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province, as the case may be, to the fullest extent possible in the proceedings and any related settlement negotiations.

ARTICLE A.10 INSURANCE

- A.10.1 Recipient's Insurance.** The Recipient represents and warrants that it has, and will maintain for the Term of this Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000.00) per occurrence. The policy will include the following:
- (a) A cross-liability clause;
 - (b) Contractual liability coverage;
 - (c) A thirty (30) day written notice of cancellation or termination provision.
- A.10.2 Proof Of Insurance.** The Recipient will:
- (a) Upon request of the Province provide the Province with either:
 - (i) Certificates of insurance that confirm the insurance coverage required under section A10.1 of this Schedule "A" is in place within the time limit set out in the request, or
 - (ii) Other proof that confirms the insurance coverage required under section A10.1 of this Schedule "A" is in place within the time limit set out in that request; and
 - (b) In the event that:

- (i) A claim is made against the Province in relation to this Agreement, and
- (ii) The insurer does not agree to defend and indemnify the Province in relation to that claim, make available to the Province, upon request and within the time limit set out in that request, a copy of each insurance policy the Recipient is required to have under section A.10.1 of this Agreement.

ARTICLE A.11 TERMINATION ON NOTICE

A.11.1 Termination On Notice. The Province may terminate the Agreement at any time without liability, penalty or costs upon giving at least thirty (30) days' Notice to the Recipient.

A.11.2 Consequences Of Termination On Notice By The Province. If the Province terminates this Agreement pursuant to section A.11.1 of this Agreement, the Province may take one or more of the following actions:

- (a) Direct that the Recipient does not incur any costs for the Project that are Eligible Costs under this Agreement without the Province's prior written consent;
- (b) Cancel any further payments of the Funds;
- (c) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (d) Determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) Permit the Recipient to offset such costs against the amount owing pursuant to section A.12.2(b) of this Agreement; and
 - (ii) Subject to section A.3.8 of this Agreement, provide Funds to the Recipient to cover such costs.

ARTICLE A.12 TERMINATION WHERE NO APPROPRIATION

A.12.1 Termination Where No Appropriation. If, as provided for in sections A.3.2(d) of this Agreement, the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to this Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.

A.12.2 Consequences Of Termination Where No Appropriation. If the Province terminates this Agreement pursuant to section A.12.1 of this Agreement, the Province may take one or more of the following actions:

- (a) Cancel any further payments of the Funds;
- (b) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) Determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A.12.2(b) of this Agreement.

A.12.3 No Additional Funds. For greater clarity, if the costs determined pursuant to section A.12.2(c) of this Agreement exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

ARTICLE A.13

EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

A.13.1 Events Of Default. Each of the following events will constitute an Event of Default:

- (a) In the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of this Agreement:
 - (i) Carry out the Project;
 - (ii) Use or spend the Funds;
 - (iii) Provide, in accordance with section A.6.1, Reports or any such other reports as may have been requested pursuant to section A.6.1(b), under this Agreement; or
 - (iv) The Recipient fails to follow any directions that the Province provides under this Agreement.
- (b) The Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the Program under which the Province provides the Funds;
- (c) The Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application or an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) The Recipient ceases to operate.

A.13.2 Consequences Of Events Of Default And Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) Initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) Provide the Recipient with an opportunity to remedy the Event of Default;
- (c) Suspend the payment of Funds for such a period as the Province determines appropriate;
- (d) Reduce the amount of Funds by an amount the Province determines is appropriate, acting reasonably;
- (e) Cancel any further payments of the Funds;
- (f) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) Demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the terms and conditions of this Agreement;
- (h) Demand the repayment of an amount equal to any Funds the Province provided to the Recipient, even though the Project is partially completed; and
- (i) Terminate this Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A.13.3 Opportunity To Remedy. If, in accordance with section A.13.2(b) of this Agreement, the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) The particulars of the Event of Default; and
- (b) The Notice Period.

A.13.4 Recipient Not Remediating. If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A.13.2(b) of this Agreement, and;

- (a) The Recipient does not remedy the Event of Default within the Notice Period;
- (b) It becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) The Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province;

the Province may extend the Notice Period or initiate any one or more of the actions provided for in sections A.13.2(a), (c), (d), (e), (f), (g), (h) and (i) of this Agreement.

A.13.5 When Termination Effective. Termination under Article A.13 of this Agreement will take effect as set out in the Notice.

ARTICLE A.14 LIMITED TERMINATION OF AGREEMENT

A.14.1 Limited Termination Of Agreement. Without limiting the Province's rights under this Agreement, if the Province exercises its right of termination pursuant to Articles A.11, A.12 or A.13 of this Agreement, the Province may limit such termination to one or more activities set out under Article C.3 of this Agreement without terminating this Agreement as a whole.

A.14.2 Impact Of Limited Termination Of The Agreement. If the Province exercises its right under section A.14.1 of this Agreement, the Province will adjust the Funds being provided under this Agreement to account for the limited termination and the remainder of the Agreement not terminated will remain in effect.

ARTICLE A.15 FUNDS AT THE END OF A FUNDING YEAR

A.15.1 Funds At The End Of A Funding Year. Without limiting any rights of the Province under Article A.13 of this Agreement, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may, at its sole and absolute discretion, adjust the amount of any further payments of Funds accordingly.

ARTICLE A.16 REPAYMENT

A.16.1 Repayment Of Overpayment. If at any time during the Term of this Agreement the Province provides Funds in excess of the amount to which the Recipient is eligible to receive under this Agreement, the Province may:

- (a) Deduct an amount equal to the excess Funds from any further payments of the Funds; or
- (b) Demand that the Recipient pay an amount equal to the excess Funds to the Province.

A.16.2 Interest Rate. The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A.16.3 Payment Of Money To Province. The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address referred to in section 18.1 of Schedule “A” of this Agreement.

A.16.4 Repayment. Without limiting the application of section 43 of the *FAA*, if the Recipient fails to repay any amount owing under this Agreement, His Majesty the King in Right of Ontario may deduct any unpaid amount from any money payable to the Recipient by His Majesty the King in Right of Ontario.

A.16.5 Funds Are Part Of A Social Or Economic Program. The Recipient acknowledges and agrees that any Funds provided under this Agreement are for the administration of social or economic programs or the provision of direct or indirect support to members of the public in connection with social or economic policy.

ARTICLE A.17 NOTICE

A.17.1 Notice In Writing And Addressed. Notice will be in writing and will be delivered by email, postage-paid mail or personal delivery and will be addressed to the Province and the Recipient respectively as set out in section B.1.6 of this Agreement or as either Party later designates to the other by Notice.

A.17.2 Notice Given. Notice will be deemed to have been given:

- (a) In the case of postage-paid mail, five (5) Business Days after the Notice is mailed; or
- (b) In the case of email or personal delivery, one (1) Business Day after the Notice is delivered.

A.17.3 Postal Disruption. Despite section A.17.2(a) of this Agreement, in the event of a postal disruption,

- (a) Notice by postage-prepaid mail will not be deemed to be received; and
- (b) The Party giving Notice will provide Notice by email or personal delivery.

ARTICLE A.18 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A.18.1 Consent. When the Province provides its consent pursuant to this Agreement, that consent will not be considered valid unless that consent is in writing and the person providing that consent indicates in the consent that that person has the specific authority to provide that consent. The Province may also impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

ARTICLE A.19 SEVERABILITY OF PROVISIONS

A.19.1 Invalidity Or Unenforceability Of Any Provision. The invalidity or unenforceability of any provision in this Agreement will not affect the validity or enforceability of any other provision of this Agreement. Any invalid or unenforceable provision will be deemed to be severed.

ARTICLE A.20 WAIVER

A.20.1 *Waivers In Writing.* If a Party fails to comply with any term or condition of this Agreement that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A.17 of this Agreement. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply. For greater clarity, where the Province chooses to waive a term or condition of this Agreement, such waiver will only be binding if provided by a person who indicates in writing that he or she has the specific authority to provide such a waiver.

ARTICLE A.21 INDEPENDENT PARTIES

A.21.1 *Parties Independent.* The Recipient acknowledges and agrees that it is not an agent, joint venturer, partner or employee of the Province and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

ARTICLE A.22 ASSIGNMENT OF AGREEMENT OR FUNDS

A.22.1 *No Assignment.* The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under this Agreement.

A.22.2 *Agreement Binding.* All rights and obligations contained in this Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

ARTICLE A.23 GOVERNING LAW

A.23.1 *Governing Law.* This Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with this Agreement will be conducted in the Courts of Ontario, which will have exclusive jurisdiction over such proceedings.

ARTICLE A.24 FURTHER ASSURANCES

A.24.1 *Agreement Into Effect.* The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of this Agreement to their full extent.

ARTICLE A.25 JOINT AND SEVERAL LIABILITY

A.25.1 *Joint And Several Liability.* Where the Recipient comprises more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under this Agreement.

ARTICLE A.26 RIGHTS AND REMEDIES CUMULATIVE

A.26.1 *Rights And Remedies Cumulative.* The rights and remedies of the Province under this Agreement are cumulative and are in addition to, and not in substitution of, any of its rights and remedies provided by law or in equity.

ARTICLE A.27 JOINT AUTHORSHIP

A.27.1 *Joint Authorship Of Agreement.* The Parties will be considered joint authors of this Agreement and no provision herein will be interpreted against one Party by the other Party because of authorship. No Party will seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.

ARTICLE A.28 FAILURE TO COMPLY WITH OTHER AGREEMENT

A.28.1 *Other Agreements.* If the Recipient:

- (a) Has committed a Failure;
- (b) Has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) Has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) Such Failure is continuing,

the Province may suspend the payment of Funds under this Agreement without liability, penalty or costs for such period as the Province determines appropriate.

ARTICLE A.29 SURVIVAL

A.29.1 *Survival.* The provisions of this Agreement that by their nature survive the expiration or early termination of this Agreement will so survive for a period of seven (7) years from the date of expiry or termination. Without limiting the generality of the foregoing, the following Articles and sections, and all applicable cross-referenced sections and schedules will continue in full force and effect for a period of seven (7) years from the date of expiry or termination: Articles A.1 and any other applicable definitions, A.9, A.16, A.17, A.19, A.20, A.23, A.24, A.26, A.27, and A.28 as well as sections A.3.2, A.3.4, A.3.8, A.3.9, A.6.1 (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), A.6.2, A.6.3, A.6.4, A.6.5, A.6.6, A.11.2, A.12.2, A.13.1, A.13.2, A.13.4 of this Agreement and any cross-referenced Schedules therein as well as any other provision in this Agreement that specifically sets out it will survive the expiration or early termination of this Agreement. Despite the above, section A.4.3 of this Agreement shall survive for a period of two (2) years from the date of expiry or termination of this Agreement.

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SCHEDULE “B” OPERATIONAL REQUIREMENTS AND ADDITIONAL TERMS AND CONDITIONS

ARTICLE B.1 OPERATIONAL REQUIREMENTS

B.1.1 Effective Date. The Effective Date of this Agreement is: **April 6, 2023**

B.1.2 Expiration Date. The Expiration Date of this Agreement is: **March 30, 2025**

B.1.3 Project Completion Date. The Project Completion Date is: **March 30, 2024**

The Project Completion Date may be extended once at the request of the Recipient by up to six (6) months, provided that:

- (a) The proposed extended date is at least 6 months prior to the Expiration Date
- (b) The request is made in writing to the address in section B.1.6 of this Agreement; and
- (c) The request is approved by the Province in writing.

Extensions of the Project Completion Date not being at least 6 months prior to the Expiration Date will require a written amendment to this Agreement duly executed by the Parties.

B.1.4 Submission Of Reports and Publications For Approval. All Reports and Project-related publications requiring approval under this Agreement shall be submitted to:

Name: Ontario Ministry of Agriculture, Food and Rural Affairs

Address: Rural Programs Branch
4th Floor NW, 1 Stone Road West
Guelph, Ontario N1G 4Y2

Attention: Agriculture and Rural Programs Unit

Email: RED@ontario.ca

or any other person identified by the Province in writing.

B.1.5 Recognition Of Provincial Support: In addition to the requirements under section A.7.1 of this Agreement, the Recipient will acknowledge the Province’s support for the Project in the following manner: “The project is funded in part by the Ontario Ministry of Agriculture, Food and Rural Affairs”.

B.1.6 Providing Notice. All Notices under this Agreement shall be provided to:

	The Province:	The Recipient:
Name:	Ontario Ministry of Agriculture, Food and Rural Affairs	The Corporation of the Township of South Glengarry

Address: Rural Programs Branch PO Box 220, 6 Oak Street
 4th Floor NW, 1 Stone Road West Lancaster, Ontario K0C 1N0
 Guelph, Ontario N1G 4Y2

Attention: Director, Rural Programs Branch Jennifer Treverton, Economic Dev. Officer

Email: RED@ontario.ca jtreverton@southglengarry.com

or any other person identified by the Parties in writing through a Notice.

ARTICLE B.2 ADDITIONAL TERMS AND CONDITIONS

Insolvency

B.2.1 Notice Of Recipient's Insolvency. The Recipient will:

- (a) Provide the Province with Notice at least ten (10) Business Days prior to making an assignment, proposal, compromise or arrangement for the benefit of its creditors and will not incur any additional costs for the Project under this Agreement without the Province's prior written consent from the date the Notice is sent to the Province; and
- (b) Provide the Province with Notice within ten (10) Business Days of a creditor providing the Recipient with a notice of an intent to enforce security or applying for an order adjudging the Recipient bankrupt or the appointment of a receiver, and will not incur any additional costs under this Agreement without the prior approval of the Province from the date that the Recipient received notice of the creditor's action.

Duty To Consult With Aboriginal Peoples

B.2.2 Funding Dependent Upon Province Satisfying Any Duty To Consult Obligations. The Recipient accepts that the provision of any Funds under this Agreement is strictly conditional upon the Province satisfying any obligations it may have to consult with and, if appropriate, accommodate Aboriginal peoples where decisions or actions regarding the Project may adversely impact established or asserted Aboriginal or treaty rights. Aboriginal peoples are First Nations and Métis communities that have Aboriginal or treaty rights under section 35 of the *Constitution Act, 1982*.

B.2.3 Effect Of Termination Of Agreement. The Recipient accepts that the Province may, without any liability, penalty or cost, terminate this Agreement in accordance with section A11.1 of Schedule "A" in the event that the Province determines that it is unable to satisfy any obligations it may have to consult with and, if appropriate, accommodate any Aboriginal peoples whose established or asserted Aboriginal or treaty rights may be adversely impacted by the Project. Where the Province terminates this Agreement pursuant to this section, the Province will have the rights set out under section A11.2 of Schedule "A".

B.2.4 Delegation. The Province may delegate to the Recipient any procedural aspect of any consultation obligations it may have with Aboriginal peoples having established or asserted Aboriginal or treaty rights who may be adversely impacted by the Project. If delegated, the Recipient will accept the delegation.

B.2.5 Recipient's Obligations Regarding Consultations. The Recipient will:

- (a) Undertake consultations on behalf of the Province with Aboriginal peoples whose asserted or established Aboriginal or treaty rights may be adversely impacted by the Project;

- (b) Take directions from the Province in relation to the procedural aspects of consulting with Aboriginal peoples, including prospectively suspending, altering or terminating the Project. The procedural aspects may include providing information regarding the Project to First Nations and Métis communities and gathering information about the impact of the Project on asserted or established Aboriginal or treaty rights; and
- (c) Provide a detailed account of all actions it undertook in relation to the consultations with Aboriginal peoples, including copies of all correspondence with them.

**[REST OF PAGE INTENTIONALLY LEFT BLANK - SCHEDULE "C" - PROJECT DESCRIPTION
FOLLOWS]**

SCHEDULE "C" PROJECT DESCRIPTION

C.1 PROJECT NAME

Technology Adoption Driving Economic Development Prosperity

C.2 PROJECT STREAM

Economic Diversification and Competitiveness

C.3 PROJECT OBJECTIVE

The Township of South Glengarry will implement a CRM system to improve Business Retention & Expansion.

PROJECT ACTIVITIES ELIGIBLE FOR FUNDING INCLUDE
Website content organization to integrate new CRM, planning and economic development tools into Township of South Glengarry existing website (Web and Graphic Development Fees)
Purchase CRM Software and Implementation Support for CRM Platform

All activities identified above will be completed by the Project Completion Date identified under section B.1.3 of this Agreement.

**[REST OF PAGE INTENTIONALLY LEFT BLANK - SCHEDULE "D" - PROEJCT FINANCIAL
INFORMATION FOLLOWS]**

SCHEDULE "D"

PROJECT FINANCIAL INFORMATION

ARTICLE D.1 FUNDING INFORMATION

- D.1.1 Cost-Share Funding Percentage.** The Cost-Share Funding Percentage is fifty per cent (50.00%) of incurred paid Eligible Costs up to the Maximum Funds.
[Note that for payment purposes the percentage is calculated to 10 decimal places and is based on the Maximum Funds against the Project's Total Eligible Costs.]
- D.1.2 "Maximum Funds".** The Maximum Funds the Recipient is eligible to receive from the Province under this Agreement is \$9,887.50
- D.1.3 Holdback.** The Holdback will be up to ten per cent (10%) of Maximum Funds from the final payment of Funds made under this Agreement.

ARTICLE D.2 COSTS

- D.2.1 Eligible Costs.** Eligible Costs are those costs or percentage of a cost defined as Eligible Costs in the Guidelines and are limited to costs which the Province has determined, at its sole and absolute discretion, to be costs properly and reasonably incurred, paid or reimbursed by the Recipient, and are necessary for the successful completion of the Project.

For greater clarity, Eligible Costs are those costs that are:

- (a) Incurred by the Recipient in the Province of Ontario on or after the Effective Date and on or before the Project Completion Date;
- (b) Paid by the Recipient to an Arm's Length third party;
- (c) Consistent with the applicable list of Eligible Costs set out in the Guidelines from time to time;
- (d) If related to travel or meals, are consistent with the requirements for travel and meal costs set out in section D.3.1 of this Agreement; and
- (e) In the Province's sole and absolute discretion, directly attributable and necessary for the successful completion of the Project and properly and reasonably incurred, paid or reimbursed by the Recipient.

When purchasing goods or services for the Project, Recipients must follow a process that is transparent and fair, that promotes the best value for the money expended and is at competitive prices that are no greater than the fair market value, including when retaining consultants and contractors.

- D.2.2 Incurring Eligible Costs.** The Recipient will incur Eligible Costs as described in section D.2.1 and in accordance with the following Budget of Provincial Contribution chart and no later than by the Project Completion Date:

BUDGET OF PROVINCIAL CONTRIBUTION						
FUNDING YEAR	QUARTER 1 (APR.–JUN.)	QUARTER 2 (JUL.–SEP.)	QUARTER 3 (OCT.–DEC.)	QUARTER 4 (JAN.–MAR.)	FUNDING YEAR PAYMENT UP TO	MAXIMUM TOTAL ELIGIBLE COSTS
2023-24	\$1,130.00	\$3,867.50	\$3,390.00	\$1,500.00	\$9,887.50	\$19,775.00
2024-25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2025-26	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
MAXIMUM FUNDS FOR THE PROJECT					\$9,887.50	\$19,775.00

D.2.3 Ineligible Costs. Ineligible Costs are any costs that do not meet the requirements for Eligible Costs in section D.2.1 of this Agreement or were not approved by the Province in writing before the Recipient incurred the costs. Ineligible Costs include but are not limited to:

- (a) Any cost incurred prior to the Effective Date or after the Project Completion Date;
- (b) Any cost that will be funded or reimbursed through any other agreement with any third party other than other ministries, agencies and organizations of the Government of Ontario.
- (c) Any cost associated with providing any Reports to the Province pursuant to Schedule “E” or other information required by the Province; and
- (d) Any cost associated with lobbying the Province, including other Ministries, agencies and organizations of the Government of Ontario;

ARTICLE D.3 TRAVEL AND MEAL COSTS

D.3.1 In order to be considered Eligible Costs, travel and meal costs must be:

- (a) Identified in section C.3 of this agreement
- (b) Incurred only by persons who were hired to work 100 per cent of their time on the Project and whose position is reimbursed by the Funds;
- (c) Aligned with the most current Travel, Meal and Hospitality Expenses Directive (a copy will be provided upon request).

**[REST OF PAGE INTENTIONALLY LEFT BLANK - SCHEDULE “E” - PAYMENTS AND REPORTS
FOLLOWS]**

SCHEDULE “E” PAYMENTS AND REPORTS

- E.1 Claim Submission Requirements.** The Recipient shall submit claims electronically using the Province’s claims portal. Instructions on receiving access to the portal will be provided to the Recipient by the Province at the time of approval. Claims shall be provided as set out in the table below. Claims are not considered delivered until reviewed and approved by the Province.

Name of Claim		Due Date
(a)	Claim Statement	A minimum of one claim must be submitted prior to the final claim, and no later than six months prior to the Project Completion Date, or no later than the midway point between the Project Approval Date and the Project Completion Date, whichever comes later, unless waived at the sole and absolute direction of the Province.
(b)	Final claim	The final claim is to be completed and submitted to the Province within three (3) months following the Project Completion Date.

- E.2 Reporting Requirements.** Reports shall be provided as set out in the table below. Reports are not considered delivered until reviewed and approved by the Province.

Name of Report		Due Date
1.	Progress Report containing, at a minimum, <ul style="list-style-type: none"> information on Eligible Costs incurred to date; progress on Project Activities (Identified in section C.3); and information on any significant risks or impediments to the successful completion of the project on or before the Project Completion Date (identified in section B.1.3).	A minimum of one Progress Report must be submitted no later than six months prior to the Project Completion Date, or no later than the midway point between the Project Approval Date and the Project Completion Date, whichever comes later, unless waived at the sole and absolute direction of the Province.
2.	Final Report	The Final Report is to be completed and submitted to the Province on or before: Project Completion + 4 months A copy of the Final Report Template will be provided to you upon request.
3.	Other Reports Any other Report regarding the Project or evidence of project completion that the Province requests.	As directed by the Province.

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INFORMATION REPORT

REPORT TO: Council of the Township of South Glengarry



MEETING DATE: July 17, 2023

SUBJECT: Departmental Update – Corporate Services (June 2023)

PREPARED BY: Kelli Campeau, Acting CAO/GM Corporate Services/Clerk

ADMINISTRATION

- Participated in Business View Magazine interview related to Cornwall Regional Airport.
- Continued implementation of StoneShare Electronic Digital Records Management System:
 - Deputy Clerk provided with training
 - Preparation of training plan for staff/departmental onboarding
- Preparation of two reports for Information and Privacy Commissioner.
- Participated in internal Vadim training.
- Completed and received compliance for AODA Accessibility Audit.
- Prepared Q1 finance variance reports for General Government Legislative and Administrative budgets.
- Facilitated management meetings.
- Assisted finance department with preparation of insurance renewal documents.
- Prepared Council and Committee meeting agendas and minutes.
- Issuance of marriage licences and solemnization of marriage ceremonies (on site and weekend ceremonies)
- Provided Commissioner of Oath services.
- Drafted Committee Handbook and Lottery Licensing Information Package
- Policies being drafted and reviewed:
 - Staff Recognition and Expressions of Care Policy
 - Records Management and Retention By-law
 - Comprehensive Fee By-law
- Daily preparation, review and management of website and social media pages.
- Preparation and planning for Fall/Winter Community Guide.
- Ongoing digitization of records (W. Hunt – summer student)

TRAINING & EVENTS

- Roads and Facilities Tour
- Official Opening – Williamstown Fire Hall
- SDG Warden's Breakfast

- Attended Association of Municipal Managers, Clerks, and Treasurers of Ontario annual Conference
 - K. Campeau participated as a moderator for two sessions:
 - I've Got 99 FOI Problems
 - Transitioning to the Role of CAO
- North Glengarry Fire Training Facility Open House

STAFF HIGHLIGHTS

- M. O'Shaughnessy completed Municipal Clerks Institute Level 2 course.
- K. Campeau received Accredited Ontario Municipal Clerk designation.

COMMUNICATIONS STATS

- YouTube Stats:
 - +4 Subscribers
 - 583 Video Views
 - Most viewed videos:
 - June 5, 2023 Regular Council Meeting (126 views)
 - June 19, 2023 Regular Council Meeting (122 views)
 - June 19, 2023 Committee of Adjustment (23 views)
 - Explore South Glengarry Spring/Summer (11 views)
 - May 16, 2023 CIP Advisory Committee (10 views)
- Website – Most Popular Searches:
 - Burn Ban (66)
 - Burn Permit (19)
 - Tenders (12)
 - Pools (6)
 - Zoning map (5)
- Facebook Stats – Posts with Highest Reach:
 - Notice – Turtles on Roadways (22.1K)
 - June is Recreation Month (17.4K)
 - Invite – Perch and Paddle Opening (8.4K)
 - 401 Ramp Closure Notice (5.8K)
 - Perch and Paddle Ribbon Cutting (4.8K)

INFORMATION REPORT

REPORT TO: Council of the Township of South Glengarry



MEETING DATE: July 17th, 2023

SUBJECT: Departmental Update – Finance (June 2023)

PREPARED BY: Suday Jain, GM of Finance & Treasurer

Treasury Activities

- Continued on-boarding of new Financial Analyst
- Continued finalization of reporting for Airport RATI grant (responding to queries and sampling requests)
- Continued finalization of 2022 Airport financials
- Reviewed and finalized insurance renewal applications
- Treasurer & Deputy Treasurer attended SDG Treasurer's meeting
- Treasurer attended 2023 AMCTO Conference
- Attended MFOA Reserves 101 Workshop (Deputy Treasurer) and 201 Workshop (Treasurer & Deputy Treasurer)
- Initiated work on a formalized Township Reserve & Reserve Fund policy
- Continued review and finalization of 2022 Township financials, including finalization of bank reconciliation and year-end journal postings
- Met with KPMG to discuss revised audit timelines
- Deputy Treasurer attended DSAO's Rural Drainage for Municipalities Workshop
- Prepared and reviewed files for tax registration

AR Activities

- Reviewed and updated meters for changes and confirmed readings
- Prepared July water bills.
- Assisted the Deputy Treasurer with tax registration files
- Prepared tax adjustments
- Daily review of bank statements for reconciliation of online remittances

AP Activities

- Kept vendors current with timely payment of invoices
- Continue to digitize invoices to attach in accounting system
- Daily review of cheques clearing bank account to ensure validity

INFORMATION REPORT

REPORT TO: Council of the Township of South Glengarry



MEETING DATE: July 17, 2023

SUBJECT: Departmental Update – Planning, Building & Enforcement (June 2023)

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

Planning

- Received, processed and reviewed consent, minor variance, zoning amendment and Official Plan Amendment applications
- Prepared staff reports and information reports for Council meetings
- Conducted pre-consultation meetings with members of the public for planning inquiries
- Reviewed draft staff/info reports
- Prepared staff reports and info reports
- Conducted site visits
- Attended and organized public meetings
- Attended Council meetings
- Attended Special By-Law Drafting Training
- Worked on land acquisition and disposition
- Attended School Board Community Planning Meeting
- Attended the Ontario Association of Committees of Adjustment Conference
- Prepared Final Draft SPC Agreement for LTC Home

Building

- Received and processed building permit applications
- Conducted pre-consultation sessions with members of the public for building permit inquiries
- Attended various walk-in appointments with the public
- Conducted building inspections
- Completed Site Plan Control reviews
- Prepared work order reports for lawyers
- Conducted septic system file searches
- Prepared statistical reports for Tarion, MPAC, CMHC, and Statistics Canada
- Received applications for and assigned civic addresses
- Ordered and distributed civic address signs and posts
- Applied, reviewed, and issued building permits via Cloudpermit

- Assigned civic addresses to new residential dwellings
- Inspected open legacy building permits as a result of work order requests
- Attended Advanced By-Law Drafting Training
- Deputy CBO Michael Hodge hired
- Newterra Site Visit in Brockville
- Trained Building Official One on inspections and plans review

GIS & Planning

- Performed duties as Building Information Officer (BIO)
- Prepared minor variance mailout, minutes, decisions, and meeting agenda
- Prepared zoning amendment mail out
- Prepared maps for staff as required (Building, Planning)
- Commissioned documents as required
- Coded and uploaded department invoices
- Attended staff meeting
- Completed map for Council's infrastructure tour
- Completed map for Peanut Line and reference plans
- Reviewed historical GPS data from SDG Counties
- Attended troubleshoot meeting with Cansel for GPS antenna unit setup
- Performed maintenance on HPDesignJetT830 printer
- Guided summer students with Vadim Building Permit export
- Provided LiDAR data to RRCA
- Attended BeSpatial meeting in Kingston

By-law Enforcement

- Responded and investigated By-law complaints
- Arranged and attended meetings with the public
- Responded to inquiries from the public
- Addressed reports of Building without a permit
- Attended MLEOA Board Meeting
- Attended Special By-Laws Training
- Attended Mental Health Working Group Meeting
- Attended Wellness Committee Meeting
- Attended Staff Meeting
- Worked with MNRF and CMHA
- Participated in PAWS investigation
- Obtained and installed Minor Variance Signs
- Conducted Kennel Inspections and issued Kennel Licences
- Investigated Animal Attack Reports
- Issued and inspected Pool Permits

Economic Development

- CIP project wrap-up
- Prepared Staff Reports for Council
- Promoted and attended a new business grand opening & ribbon cutting
- Planning for two new business grand openings in July
- Visit local businesses
- Sponsorship solicitation for 2023 Business and Community Awards Gala
- Promoting nomination period for annual awards
- Communicated new funding and industry updates to local businesses
- Responded to general inquiries from entrepreneurs and existing business owners
- Responded to real estate and developer inquiries
- Attended meetings with developers

Emergency Planning

- Monitored all EMO situation reports and updates

INFORMATION REPORT

REPORT TO: Council of the Township of South Glengarry



MEETING DATE: July 17, 2023

SUBJECT: Departmental Update – Parks, Recreation and Culture (June 2023)

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

ADMINISTRATION:

- Minor Sport Programming
- Facility bookings and coordination
- Grant Funding Reporting – ongoing
- Peanut Line Options Analysis Project – in progress
- Peanut Line CR19 Bridge Project – in progress
- Building Condition Assessment RFP
 - RFP issued and closed
- Nor'Westers Museum Kitchen Renovation RFP – preparation - ongoing
- Cairnview Site Plan RFP – preparation – ongoing
- Review Q1 Financial Departmental Report
- Ontario Trillium Foundation – Capital Grant Application submitted
- Char-Lan Recreation Centre Drainage Project – ongoing
- External Meetings
 - Parks Canada and Mohawk Council of Akwesasne – Cairn Future Interpretation Site – ongoing
 - WSP – Peanut Line Options Analysis Project
 - Waterfront Regeneration Trust – Ontario Waterfront Trail Event
 - Lancaster Optimist Club – Canada Day
 - Telk Communications – CLRC Sound System Maintenance
 - Canteen Operator
 - Char-Lan Minor Soccer – Head Referee
 - Property Owner Representative – Peanut Line
- Internal Meetings
 - Departmental Team Meetings – ongoing
 - Management Meetings – ongoing
 - Vadim Training

- IT Set Up – Martintown Community Centre/Fire Hall
- Site Visit – Celtic

OPERATIONS:

- Tree management – ongoing
- Addressing Glen Walter Play Structure vandalism
- Sport Field maintenance and operations
- Tennis/pickleball courts – ongoing maintenance
- Splash Pad operations
- Tartan Hall bar operations
- Recreation indoor/outdoor facility prep, cleaning and maintenance
- Schedules – Facility Operators and students
- Implementing items from accessibility plan – ongoing
- Ongoing maintenance requests
 - Lancaster library
 - Lan-Char Medical Centre/Dentist
 - Loyalist and Nor'Westers Museum
- Park and Peanut Line inspections and maintenance
- Martintown Community Centre – Assisting horticultural society with upper flower beds
- Battery back up for sump pumps installed at Lancaster Library and Nor'Westers Museum
- Assist with Glengarry Mental Health Initiative soccer tournament set up
- Assist with Canada Day set up

HEALTH AND SAFETY

- Building and site inspections continue

DEPARTMENT UPDATE

REPORT TO: Council of the Township of South Glengarry

MEETING DATE: July 17, 2023

SUBJECT: Departmental Update – Infrastructure Services
(May – June 2023)

PREPARED BY: Sarah McDonald, GM Infrastructure Services
Belinda Dixon, Infrastructure Coordinator



Staffing Highlights:

- We welcome another returning summer student: Colin Durivage (Roads Labourer) – He also works part time at the Char-Lan Recreation Centre!

Administration

- Roads summer schedule began May 1, 2023 with summer / fall hours of:
 - Monday to Thursday 6:00am to 4:30pm
- Participated in raising of Pride Flag at the Township Office
- Students volunteered at Tim Horton's – decorating Smile cookies.
- Retirement BBQ for 2022 Retirees!
- Solid Waste Management Research for landfill scales, solid waste management by-law, and landfill tipping fees
- Public Information Centre for Water Tower Project on May 16
- **Attended AORS 2023 Municipal Public Works Trade Show (S. McDonald and J. Levac)**
- Attended 2023 American Water Works Association Annual Conference and Expo (D. Seguin)
- Hosted 2023 Infrastructure Tour for Council on June 9 (S. McDonald, D. Smeall, D. Seguin, B. Dixon)
- Streetlights LED transition project follow up and research completed to answer questions from contractor.
- Water meter, entrances and ditch Infill Issues reviewed, and letters mailed out to residents for compliance.
- Municipal consents & entrance permits reviewed & processed.
- Salt Management Reporting submitted for Environment Canada
- Monthly Infrastructure All-Hands Meeting – Focus of the Meeting was Health & Safety



Water / Wastewater Division (tasks outside of routine operations)

May

- Sewer Cleaning and CCTV for Lancaster, Glen Walter, and Green Valley wastewater collection systems
- Excel Pro on Site for SCADA Issues – IP Address Issue(s) Resolved.
- Open Glen Walter Park Water System with Additional Sampling
- Faulty Connection found on Andrea in Lancaster
- Haul Sludge (Glen Walter to Lancaster)
- Redwood Down a Phase – Benoit Electric/Cornwall Electric on Site Resolved.
- Glen Walter PIC May 16, 2023, Water Tower
- **Glen Walter Low Pressure – Precautionary Boil Water May 18th, 2023.**
- Boil Water Lifted May 23rd, 2023.
- End of Green Valley Discharge May 24th, 2023
- Small Drinking Water System Inspections Continued. (EOHU)
- Post Stop Repaired – For Demo of Existing Home.
- Filter Media Addition – Glen Walter May 25th
- Low Lift 3 Lancaster Faulting due to Leak on Seal, Sent out for Warranty.
- Benoit Electric On site – New Outside Lights Installed for Lancaster WTP
- Grace Lane Curb Stop Fixed – Hydro Vac (Viau)
- Ordered New Turb Unit LA TU5300 for Filter 1
- Bray Valve Failed LA due to Water Damage – Ordered New Valve as Spare
- Broken Hydrant Fixed Lancaster - North Beech St.
- Grass Cut - Old Dormant Cell Lagoon
- LA/GW/GV Users affected by Flushing – Hydro VAC, Notices Sent out prior including how to help with these issues.
- Service Leak Dig Lancaster Military Road (Malyons)
- Turbidity Meter Replacement Lancaster Filter 2
- Chemical Delivery - Hypo Delivery

June

- Turbidity Meter Replacement Lancaster Filter 1
- Annual Calibrations of Analytical Equipment
- Highlift Remote Control and Resets (IECBL) and (Excel Pro) – Meeting to add new programming to SCADA (Quoted)
- Sewage Cleaning and CCTV Continued
- Service Connection – Redwood
- Sample Port Repairs - Redwood
- Hydrant Flushing (Glen Walter/ Lancaster/ Redwood) Inspections Completed
- Wires Ran for SCADA Pump Control Upgrade. (Highlifts) Waiting on Programming for remainder of Job.
- Dormant Lagoon Prep. For Future Work (Lancaster Lagoon Dredging - Tree Removal and Site Inspections
- Complaints received due to Odour from Lancaster Lagoon - Operators inspected and monitored smells. Appear to have dissipated.

Roads Division

- Gravel overlap completed
- Dust suppressant application underway
- Roadside spraying completed
- Rural asphalt shouldering contract completed
- Summer roadside mowing underway
- Hardtop sweeping completed (SDG Counties new unit)
- Hardtop flushing completed
- Patching of potholes and routine hardtop maintenance
- **Removal of existing surface on Sabourin / Anderson and ditching completed! Resurfacing to occur in July 2023**

Fleet

- Ongoing maintenance
- Updated CVOR Authorized contacts
- 2-way repairs and new purchases under review
- Leased 2020 Motor Grader from Jade Equipment Co. Ltd.
- 2 x safety recalls reviewed (unit 27 and unit 23)
- 2x license plate replacements (unit 14 & unit 15)
- 2023 Cat. Backhoe delivered (assigned as unit 30)

Waste Management

- S. Anderson began as the Township's landfill attendant on May 1, 2023!
- Environmental Committee meeting and Landfill Tour (May 26th)
- Seasonal garbage/Recycle pick up resumed May 1, 2023
- Working towards completing Blue Box Transition Report (blue box opt out)
- Several garbage and recycling issues: ie - Willow Bay Lane, St Francis Lane. Mainville Rd.
- **Twenty composters delivered and available to the public at a discounted cost.**

Municipal Drains

- Concession 2 at Westley Creek Culvert delivered
- Ongoing review and maintenance (MacDonald Technical Services Inc.)

Engineering Services

- Construction of Warren, Middle, and Bethune Streets underway
 - Two Change Orders Authorized (900mm drainage culvert "discovered")
- Butternut Lane Bridge Planning Study initiated
- Chapel Road Bridge design initiated
- Development and implementation of culvert inventory and 2023 traffic count program (kudos to our students Josh and Keenan!)
- Subdivision, site plan, severance reviews

Training

- Ongoing, all staff
- B.Dixon attended Permit Central virtual seminar, attended virtual webinar - Turning Movement Counting + Speed Radar Signs, Registered for Training Workshop - Managing Challenging Customer Service (July 18)
- **B. Dixon successful completed AORS, Public Works Leadership Development, Communications Course**
- **J. Levac successfully completed C.S. Anderson Road School, Bridge and Culvert Management**
- **S. Bell successful completed T.J. Mahony Road School, Maintenance Section**

Health, Safety, and Environment

- Monthly inspections
- Health and Safety Committee Meeting

INFORMATION REPORT

REPORT TO: Council of the Township of South Glengarry



MEETING DATE: July 17, 2023

SUBJECT: 2023 Building Permit Activity as of June 30th, 2023

PREPARED BY: Chris Raabe, Director of Development & Chief Building Official

This report is intended to provide an update regarding permit activity for the second quarter of 2023.

The table below shows issued permits from January 1st to June 30th for the current year and a comparison to the previous 3 years for the same time period.

Construction Class	Issued Permits			
	2020	2021	2022	2023
Institutional	4	0	1	0
Commercial	2	3	8	4
Agricultural	6	7	6	8
Residential				
New Dwelling	14	28	30	16
Addition/Renovation	19	27	14	19
Accessory Buildings & Other	10	23	26	28
Water/ Sewer	N/A	14	11	5
Wood Stove	1	0	1	0
Demolition	14	5	3	10
On-site Sewage Systems	18	46	29	9
Tents	0	3	4	10
Swimming Pool	17	15	21	13
TOTAL	105	171	154	122
Total Construction Value	\$8,332,629.00	\$22,285,257.41	\$30,273,704.73	\$17,059,966.88
Total Permit Fees	\$78,872.98	\$229,106.19	\$332,066.77	\$266,819.10

**Ministry of Natural Resources and
Forestry**

Resources Planning and Development
Policy Branch
Policy Division
300 Water Street
Peterborough, ON K9J 3C7

**Ministère des Richesses naturelles et
des Forêts**

Direction des politiques de planification et
d'exploitation des ressources
Division de l'élaboration des politiques
300, rue Water
Peterborough (Ontario) K9J 3C7

July 4, 2023

Good Afternoon,

Today, the government released a draft technical bulletin on the Environmental Registry of Ontario to support municipalities and conservation authorities with flood hazard mapping activities. The "[ERO Posting #019-4706: Technical bulletin - Flooding hazards: data survey and mapping specifications](#)", would replace Chapter J of the existing "*River and Stream Systems: Flooding Hazard Limit*" technical guideline.

The technical bulletin is to be applied when delineating the flooding hazard through mapping new, or updating existing, maps. It is intended to assist technical personnel experienced in mapping and geomatics in undertaking flood hazard surveying and mapping in Ontario, and if accepted, will become the definitive source of flood hazard data, survey and mapping guidance for use in Ontario.

A critical step in protecting people and property from flooding starts with identifying where flooding is expected to occur. This is most often achieved through flood mapping Actions in [Protecting People and Property: Ontario's Flooding Strategy](#) commit the province to updating existing technical guidance used to support implementation of the natural hazard policies outlined within the proposed Provincial Planning Statement 2023. The MNRF is taking a multi-staged approach to updating its guidance.

Feedback on the draft technical bulletin will be accepted until September 5, 2023 through the Environmental Registry.

Sincerely,

Jennifer Keyes
Director, Resources Planning and Development Policy Branch
Ministry of Natural Resources and Forestry

June 12, 2023

**SUBJECT: Proposal to Amend Three Regulated Manuals under the Crown Forest
Sustainability Act**

Greetings:

Today, the Ministry of Natural Resources and Forestry posted a Proposal Notice on the Environmental Registry (ER #:019-6823) for a 60-day period to seek input on proposed amendments to the Forest Management Planning Manual, Forest Information Manual and Scaling Manual (i.e., Forest Manuals). The proposed revisions will support commitments identified in the Forest Sector Strategy and will continue to modernize the forest management planning and wood measurement processes while continuing to provide for the responsible management of Ontario's forests.

We invite you to review the proposals on the Environmental Registry and provide comments. If you have any questions, please contact the identified project lead.

Sincerely,

Original signed by

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

TOWNSHIP OF CHAMPLAIN

RESOLUTION
REGULAR MEETING


Agenda Number: 14.2.
Resolution Number 2023-324
Title: Township of South Glengarry - Rural Education Funding
Date: June 22, 2023

Moved By: Paul Emile Duval
Seconded By: Gérard Miner

BE IT RESOLVED THAT the Township of South Glengarry's resolution number 119-2023, dated April 3, 2023, requesting the Province of Ontario, through the Minister of Education, provide an update on the status of any review of rural education funding, including the RNEF and the 2018 Pupil Accommodation Review guidelines, be endorsed.

CARRIED

Certified True Copy of Resolution

 June 29 2023

Alison Collard, Clerk Date:

CANTON DE CHAMPLAIN
RÉSOLUTION
REGULAR MEETING

No. du point à l'ordre du jour: 14.2.
No. du point 2023-324
Titre: Canton de South Glengarry - Financement de l'éducation rurale
Date: le 22 juin 2023

Proposée par: Paul Emile Duval
Appuyée par: Gérard Miner

IL EST RÉSOLU QUE la résolution numéro 119-2023 du canton de Glengarry Sud, datée du 3 avril 2023, demandant à la province de l'Ontario, par l'entremise du ministre de l'Éducation, de fournir une mise à jour sur l'état d'avancement de tout examen du financement de l'éducation rurale, y compris les fonds pour l'éducation dans les régions rurales et du Nord (FEMRN) et les lignes directrices de 2018 sur l'examen des logements pour élèves, soit approuvée.

ADOPTÉE

Copie certifiée conforme

Alison Collard, greffière Date :

June 29, 2023

Hon. Stephen Lecce
Minister of Education
Stephen.Lecceco@pc.ola.org

Via email

RE: recommendation for amendment to the current regulations for licensed home-based childcare operators to increase allowable spaces.

Dear Minister Lecce,

During the June 26, 2023 regular meeting of council, council in response to recent publicly raised concern heard a report from staff in relation to the above, with the following resolution passed:

Moved: Liz Welsh

Seconded: Chad Hyatt

WHEREAS in response the Petrolia Childcare Advocacy Group's recent delegation to Council where they identified a shortage of child care spaces in the Town of Petrolia; and

WHEREAS through additional research undertaken by the Town Staff, and in consultation with the County of Lambton Social Services, it has been further identified that there is an extreme shortage of child care spaces not only across the County but the Province as a whole; and

WHEREAS in response to the identified need the County hosted a community information night to educate members of the public who may be able to offer a licensed home-based child care service;

NOW THEREFORE **the Council of the Town of Petrolia recommends to the Hon. Stephen Lecce, Minister of Education, that in time for the 2023 school year amendment to the current regulations be made to allow licensed home-based child care operators the ability to provide two (2) before and after school care spaces to school aged children, in addition the permitted six (6) full time child care spaces; and**

THAT in an effort to attract and retain qualified early childhood educators, the Minister of Education, review the current wage bracket for early childhood educators with implementation of an increase to wages to align with the services provided; and

THAT the province provides more capital based funding sources for the construction of new centre-based facilities; and

THAT the province considers increasing the current goal of thirty-three percent (33%) access ratio, to align better with the current provincial situation and anticipated population growth over the next ten (10) years; and

THAT these items be considered sooner rather than later, to assist in remedying the critical child care shortage experienced in Petrolia, Lambton, and across the province; and

Phone: (519)882-2350 • Fax: (519)882-3373 • Theatre: (800)717-7694

411 Greenfield Street, Petrolia, ON, N0N 1R0

www.town.petrolia.on.ca
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THAT this recommendation be forwarded to Hon. Doug Ford, Premier of Ontario | Hon. Michael Parsa, Minister of Children, Community & Social Services | Mr. Bob Bailey, MPP of Sarnia-Lambton | Hon. Monte McNaughton, MPP of Lambton-Kent-Middlesex | Mr. Kevin Marriott, Warden of Lambton County | Municipalities of Ontario;

Carried

Kind regards,

Original Signed

Mandi Pearson
Clerk/Operations Clerk

cc:

Hon. Doug Ford, Premier of Ontario premier@ontario.ca | Hon. Michael Parsa, Minister of Children, Community & Social Services Michael.Parsaco@pc.ola.org | Mr. Bob Bailey, MPP of Sarnia-Lambton bob.bailey@pc.ola.org | Hon. Monte McNaughton, MPP of Lambton-Kent-Middlesex Monte.McNaughtonco@pc.ola.org | Mr. Kevin Marriott, Warden of Lambton County Monte.McNaughtonco@pc.ola.org | Municipalities of Ontario

Phone: (519)882-2350 • Fax: (519)882-3373 • Theatre: (800)717-7694

411 Greenfield Street, Petrolia, ON, N0N 1R0

www.town.petrolia.on.ca
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July 5, 2023

Via Email: Kaleed.Rasheed@ontario.ca

Minister of Public and Business Service Delivery (MPBSD)

Honourable Rasheed:

**Re: Time for Change
Municipal Freedom of Information and Protection of Privacy Act**

Please be advised the Council of the Municipality of Chatham-Kent at its regular meeting held on June 26, 2023 passed the following resolution:

WHEREAS the Municipal Freedom of Information and Protection of Privacy Act R.S.O. 1990 (MFIPPA) dates back 30 years;

AND WHEREAS municipalities, including the Municipality of Chatham-Kent, practice and continue to promote open and transparent government operations, actively disseminate information and routinely disclose public documents upon request outside of the MFIPPA process;

AND WHEREAS government operations, public expectations, technologies, and legislation surrounding accountability and transparency have dramatically changed and MFIPPA has not advanced in line with these changes;

AND WHEREAS the creation, storage and utilization of records has changed significantly, and the Municipal Clerk of the Municipality is responsible for records and information management programs as prescribed by the Municipal Act, 2001;

AND WHEREAS regulation 823 under MFIPPA continues to reference antiquated technology and does not adequately provide for cost recovery, and these financial shortfalls are borne by the municipal taxpayer;

AND WHEREAS the threshold to establish frivolous and/or vexatious requests is unreasonably high and allows for harassment of staff and members of municipal councils, and unreasonably affects the operations of the municipality;

AND WHEREAS the Act fails to recognize how multiple requests from an individual, shortage of staff resources or the expense of producing a record due to its size, number or physical location does not allow for time extensions to deliver requests and unreasonably affects the operations of the municipality;

AND WHEREAS the name of the requestor is not permitted to be disclosed to anyone other than the person processing the access request, and this anonymity is used by requesters to abuse the MFIPPA process and does not align with the spirit of openness and transparency embraced by municipalities;

AND WHEREAS legal professionals use MFIPPA to gain access to information launch litigation against institutions, where other remedies exist;

AND WHEREAS there are limited resources to assist administrators or requestors to navigate the legislative process;

AND WHEREAS reform is needed to address societal and technological changes in addition to global privacy concerns and consistency across provincial legislation;

BE IT RESOLVED THAT the Ministry of Government and Consumer Services be requested to review the MFIPPA, and consider recommendations as follows:

1. That MFIPPA assign the Municipal Clerk, or designate to be the Head under the Act;
2. That MFIPPA be updated to address current and emerging technologies;
3. That MFIPPA regulate the need for consistent routine disclosure practices across institutions;
4. That the threshold for frivolous and/or vexatious actions be reviewed, and take into consideration the community and available resources in which it is applied;
5. That the threshold for frivolous and/or vexatious also consider the anonymity of requesters, their abusive nature and language in requests to ensure protection from harassment as provided for in Occupational Health and Safety Act;
6. That the application and scalability of fees be designed to ensure taxpayers are protected from persons abusing the access to information process;
7. That administrative practices implied or required under the Act, including those of the IPC, be reviewed and modernized;
8. That the integrity of the Act be maintained to protect personal privacy and transparent governments.

If you have any questions or comments, please contact Judy Smith at ckclerk@chatham-ketn.ca

Sincerely,

Judy Smith

Digitally signed by
Judy Smith
Date: 2023.07.05
10:48:27 -04'00'

Judy Smith, CMO
Director Municipal Governance
Clerk /Freedom of Information Coordinator

c.

Lianne Rood, MP
Dave Epp MP
Trevor Jones, MPP
Monte McNaughton, MPP
Information and Privacy Commissioner of Ontario
Association of Municipalities of Ontario
AMCTO Legislative and Policy Advisory Committee
Ontario municipalities

Office of the Mayor

9 June 2023

VIA EMAIL

Hon. François-Philippe Champagne PC MP
Minister of Innovation, Science and Economic Development
Via email: ministerofisi-ministredeisi@ised-isde.gc.ca

Hon. Marie-Claude Bibeau PC MP
Minister of Agriculture
Via email: Marie-Claude.Bibeau@parl.gc.ca

Dear Ministers:

On behalf of the Council of the Town of Bradford West Gwillimbury, we are writing to you pursuant to the enclosed motion to endorse the right-to-repair movement and to call on your government to expedite the promised consultations to enshrine this principle in consumer-protection law, with specific consultations and measures related to supporting the agricultural sector undertaken.

Right to Repair is a simple environmental and consumer protection measure: it ensures consumers are able to reasonably access repairs to electronic and other devices at a fair price, rather than creating a monopoly through technology companies only being able to repair their own products. This measure will also help reduce waste by combatting planned obsolescence, where companies make products that are only intended to last for a period of some years, and are not really repairable.

Further, farmers and growers are intimately familiar with the particular nuances of this issue when it comes to increasingly high-tech agricultural equipment. As the “soup and salad bowl of Canada”, Bradford West Gwillimbury is home to many farmers and growers, so we know firsthand how important an issue these consultations will be.

Our Council has shown in recent years that we are at the forefront of advocating for important environmental protections, including the Freshwater Action Fund, and we are grateful to our new Green Initiatives Committee for recommending this current piece of advocacy to protect the environment and consumers.

A copy of the motion is enclosed. We would be happy to meet with you or your representatives to discuss this further.

Sincerely yours,



James Leduc
Mayor

CC: John Barlow, MP Foothills
Rick Perkins, MP South Shore—St. Margarets
Alistair MacGregor, MP Cowichan—Malahat—Langford
Rachel Blaney, MP North Island—Powell River
Scot Davidson, MP York—Simcoe
Federation of Canadian Municipalities
Association of Municipalities of Ontario
Ontario's Municipal Councils
Ontario's Conservation Authorities

At its Regular meeting of Council held on Tuesday, June 6, 2023, the Town of Bradford West Gwillimbury Council approved the following resolution:

Resolution: 2023-199

Moved: Councillor Verkaik

Seconded: Councillor Harper

Whereas the “right-to-repair” movement seeks to ensure consumers of electronic products, including mobile phones and computers, as well as agricultural equipment, are able to make routine fixes to damaged products without having to rely on the manufacturer and to affordably make such repairs; and

Whereas this movement and efforts against “planned obsolescence” seeks to ensure affordability for consumers and to protect our environment by reducing electronic waste; and

Whereas the agricultural sector has unique needs related to specialized electronic farm equipment and the ability to make repairs in a timely and affordable manner, especially during the growing season; and

Further to a commitment in the 2023 federal budget that “the government will work to implement a right to repair, with the aim of introducing a targeted framework for home appliances and electronics in 2024. The government will launch consultations this summer, including on the right to repair and the interoperability of farming equipment, and work closely with provinces and territories to advance the implementation of a right to repair” (p. 38); and

Be it therefore resolved that the committee recommend Council endorse the right-to-repair movement through a letter from the Mayor and Green Initiatives Committee Chair to call on the federal government to expedite the promised consultations to enshrine this principle in consumer-protection law, with specific consultations and measures related to supporting the agricultural sector undertaken; and

That a copy of this resolution and letter be shared with the Minister of Innovation, Science and Economic Development; the Minister of Agriculture and their critics; and the Member of Parliament for York—Simcoe; and to the Federation of Canadian Municipalities (FCM), the Association of Municipalities of Ontario (AMO) and Ontario's Municipal Councils, with a request for their endorsement of same.

Result: CARRIED.

June 29, 2023

Hon. Doug Ford
Premier of Ontario
Room 4620
99 Wellesley St. W.,
Toronto, Ontario M7A 1A1

Via Email: premier@ontario.ca

Please be advised that at its meeting held on the 27th day of June 2023, the Council of the Township of Selwyn passed the following resolution:

Resolution No. 2023 – 143 – Notice of Motion – Short-Term Rentals

Councillor Brian Henry – Councillor John Boyko –

Whereas the demand for alternative accommodations has resulted in an increased prominence of residential properties being advertised for short term accommodations through third party companies such as Airbnb and VRBO; a shift from the ‘traditional’ cottage rental historically managed by a property owner; and

Whereas over the past decade a flood of properties have been removed from the ownership and long-term rental market (*Canada Research Chair in Urban Governance at McGill University*) contributing to housing shortages, increased housing demands and increased housing costs resulting in housing affordability issues, including affordable rentals; and

Whereas short term rentals (STR) can be beneficial, when operated appropriately, by providing solutions for the accommodation industry that supports local tourism and small businesses as well as providing an opportunity for property owners to generate income from their residence (permanent or seasonal) using a convenient third-party system; and

Whereas STR’s can create nuisances including noise, parking, high volumes of visitors attending a property, septic capacity and fire safety, for adjacent residential property owners who wish to experience quiet enjoyment of their property; and

Whereas research indicates that demand for STR’s is increasing, in part due to vacationers choosing domestic travel options as well as the financial benefits to property owners, demonstrating that STR’s are here to stay; and

Mailing Address
PO Box 270
Bridgenorth
Ontario K0L 1H0

Tel: 705 292 9507
Fax: 705 292 8964

Whereas there are no Provincial regulations in place governing third party STR companies resulting in a variety of regulations/guidelines being implemented at the local municipal level which creates inconsistencies, confusion and frustrations for both consumers and residents across the Province;

That the Township of Selwyn request that the Province move forward as soon as possible to legislate that all third party Short Term Rental brokerage companies, for example Airbnb and VRBO, appropriately manage and be responsible for their listings and to compel compliance that the Province establish the requirement for STR companies to require each rental listing to be registered and to pay an appropriate annual fee and that STR company provide this registry along with the collected fees to the municipality in which the STR properties are located which allows the municipality to be aware of all registered STR properties and to have access to funds for municipal expenses to enforce/respond to issues at a STR property; and further

That the Province require the STR company to de-list/remove the property from the company's listings so that the property cannot be rented where a municipality has identified and verified life, health and/or nuisance infractions including noise, fire safety, septic, etc...

That a copy of this resolution be sent to all Ontario municipalities for support as well as to Minister of Municipal Affairs and Housing Steve Clark, local M.P.P. Dave Smith and M.P. Michelle Ferreri.

Carried.

If you have any questions, please do not hesitate to contact us.

Sincerely,

Megin Hunter

Megin Hunter
Office Assistant/Receptionist
mhunter@selwyntownship.ca

cc: steve.clark@pc.ola.org
 michelle.ferreri@parl.gc.ca
 dave.smithco@pc.ola.org
 All Ontario Municipalities

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY
BY-LAW NUMBER 56-2023
FOR THE YEAR 2023**

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

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

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

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

1. **THAT** the action of the Council at its regular meeting of July 17, 2023 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 JULY 2023.***

MAYOR: _____ **CLERK:** _____