

**TOWNSHIP OF SOUTH GLENGARRY  
REGULAR MEETING OF COUNCIL  
Council Chambers, Municipal Office  
Monday, April 25, 2016 7:00 PM**

Page

<b>1. CALL TO ORDER</b>	
<b>2. O CANADA</b>	
<b>3. APPROVAL OF AGENDA</b>	
a) Additions, Deletions or Amendments All matters listed under For Information Only, are considered to be routine. Should a Council member wish an alternative action from the proposed list, the Council member shall request that this matter be moved to the appropriate section. at this time.	
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**DECLARATION OF PECUNIARY INTEREST**

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Signature**

**APRIL 11, 2016**

**THE REGULAR MEETING OF THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY WAS HELD IN THE EVENING AT THE TOWNSHIP OFFICE, LANCASTER ON APRIL 11, 2016.**

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

**STAFF PRESENT:** CAO Bryan Brown, Clerk Marilyn Lebrun, GM-Infrastructure Services Ewan MacDonald, GM Community Services Joanne Haley, Deputy-Treasurer Lachlan McDonald, Communications Kelli Campeau, Fire Chief Vic Leroux and Acting Fire Chief Dave Robertson.

**RESOLUTION NO. 95-16**

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

**BE IT RESOLVED THAT** the Council Meeting of the Township of South Glengarry of April 11, 2016 now be opened at 7:00 pm.  
Carried.

**RESOLUTION NO. 96-16**

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

**BE IT RESOLVED THAT** the Council of the Township of South Glengarry approve the Agenda Package for the Council Meeting of April 11, 2016 as circulated.  
Carried.

**DECLARATION OF PECUNIARY INTEREST:** None

**RESOLUTION NO. 97-16**

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

**BE IT RESOLVED THAT** the minutes of the following Council Meeting be accepted as circulated:  
- Regular Meeting – March 28, 2016  
Carried

**Presentations and Delegations:**

- **Bill McKenzie newly appointed Councillor - Affirmed his Declaration of Office**
- Alex Ferguson – Unopened Road Allowance Request

**RESOLUTION NO. 98-16**

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

**BE IT RESOLVED THAT** the Staff Report No. 48-16 be received and that Administration amend the Policy No. 104-14 to reflect the change to the Workplace Violence and Harassment Policy and Procedures to be reviewed by the Council of the Township of South Glengarry yearly as recommended.  
Carried.

**RESOLUTION NO. 99-16**

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

**BE IT RESOLVED THAT** the Council of the Township of South Glengarry receive Staff Report No. 49-16 and that the connection fee of \$10,506 for the Habitat for Humanity lot in the former Village of Lancaster, now in the Township of South Glengarry be donated to Habitat for Humanity, with the understanding that the fee then be paid to the Township of South Glengarry.  
Carried

**RESOLUTION NO.100-16**

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

**BE IT RESOLVED THAT** Staff Report No. 50-16 be received and that By-Law No. 28-16, being a by-law to accept certain land and to dedicate same to the public use as Public Highway (PIN#67123-0449) LT, Part of Lot 5, Concession 2, Part 1 on 14R6261, be read a first, second and third time, passed, signed and sealed in Open Council this 11<sup>th</sup> day of April 2016.  
Carried.

**RESOLUTION NO. 101-16**

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

**BE IT RESOLVED THAT THAT** Staff Report No. 51-16 be received and that the Council Township of South Glengarry pass By-law No. 30-16, being a by-law to enter into an Agreement with the Glendaler's Winter Sports Club, for the alterations (as per the Agreement) on the south half of Concession 9, Lot 5, Unopened Road Allowance be read a first and second time this 11<sup>th</sup> day of April 2016.  
Carried.

**RESOLUTION NO. 102-16**

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

**BE IT RESOLVED THAT** Staff Report No. 52-16 be received and that Procurement # 16-05 for Grass Cutting Facilities and Parks as per Schedule "A" attached hereto; and furthermore that the Mayor and Clerk be authorized to sign all appropriate documents.  
Carried.

**RESOLUTION NO.103-16**

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

**BE IT RESOLVED THAT** Staff Report No. 53-16 be received and that By-law 31-16, being a by-law to accept certain lands and to dedicate same to the public use as Public Highway (PIN#67116-0247) LT, Part of Lot 7, Concession 7, being Part 2 on 14R6261, be read a first, second and third time, passed, signed and sealed in Open Council this 11<sup>th</sup> day of April 2016.  
Carried.

**RESOLUTION NO. 104-16**

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

**BE IT RESOLVED THAT** Staff Report No. 54-16 be received and that the Council of the Township of South Glengarry authorize and support entering into an Automatic Aid Fire Service Agreement with the Municipality of Riviere Beaudette, Quebec.  
Carried.

**RESOLUTION NO. 105-16**

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

**BE IT RESOLVED THAT** the Council of the Township of South Glengarry have received the adjustment for 2015 for the RRCA Levy and the Transfer to the Peanut Line Reserve be reduced to \$8,500 this year in order to maintain the 2% Tax Rate increase agreed to at the 2016 Budget Meeting of March 21, 2016.  
Carried.

**RESOLUTION NO. 106-16**

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

**BE IT RESOLVED THAT** the Council of the Township of South Glengarry pass By-law 33-16, being a by-law to **adopt, confirm and ratify matters** dealt with by resolution at the meeting of April 11, 2016, be read a first, second and third time, passed, signed and sealed in Open Council this 11<sup>th</sup> day of April 2016.  
Carried.

**RESOLUTION NO. 107-16**

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

**BE IT RESOLVED THAT** the Council Meeting of the Corporation of the Township of South Glengarry of April 11, 2016, be adjourned at the call of the chair at 8:11 p.m.  
Carried.

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

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



## **STAFF REPORT**

**S.R. No. 55-16**

**PREPARED BY:** Marilyn LeBrun - Clerk

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

**COUNCIL DATE:** April 25, 2016

**SUBJECT:** Appointing Members of Council to the Committee of Adjustment

### **BACKGROUND:**

1. Section 44 (1) of the Ontario Planning Act, Chapter P.13, R.S.O as amended states “ the council of the municipality may by by-law constitute and appoint a committee of adjustment for the municipality composed of such persons, not fewer than three, as the council considers advisable”
2. Section 44(3) of the Ontario Planning Act, Chapter P.13, R.S.O as amended states “The members of the committee who are not members of a municipal council shall hold office for the term of the council that appointed them and the members of the committee who are members of a municipal council shall be appointed annually”.

### **ANALYSIS:**

3. In January, 2015, the Council of the Township of South Glengarry appointed members to all Township Committees including the Committee of Adjustment. The Committee of Adjustment consisted of 4 lay members including Bill McKenzie and one member of Council; Councillor Warden.
4. On April 11, 2016, Bill McKenzie was appointed to the Township of South Glengarry Council as a Councillor and now therefore must be appointed by by-law to the Committee of Adjustment to reflect his new position.

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

These appointments align with Strategic Goal #3 “Strengthen the effectiveness and efficiency of our organization”.

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

Nil





**RECOMMENDATION:**

BE IT RESOLVED THAT Staff Report No. 55-16 be received and that By-law No.34-16 being a by-law to amend By-Law 21-11 to appoint Councillor Lyle Warden and Councillor Bill McKenzie to the Committee of Adjustment be read a first, second and third time, passed, signed and sealed in Open Council this 25th day of April, 2016.

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

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

**SG-I-16**

**THE CORPORATION OF THE  
TOWNSHIP OF SOUTH GLENGARRY  
BY-LAW 34-16  
FOR THE YEAR 2016**

***BEING A BY-LAW TO AMEND BY-LAW 21-11 TO APPOINT TWO MEMBERS  
OF COUNCIL TO THE COMMITTEE OF ADJUSTMENT.***

**WHEREAS** Section 44 of *The Planning Act*, Chapter P.13, s.44 (4) R.S.O. 1990, as amended, permits Councils of a Municipality to appoint a member (s) of Council annually to sit on the Committee of Adjustment Committee.

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

- 1. THAT** the Council of the Corporation of the Township of South Glengarry appoints Councillor Lyle Warden and Councillor Bill McKenzie to the Committee of Adjustment and this appointment shall be done annually.
- 2. THAT** this by-law shall have full force and effect from the date of its passing.

***READ A FIRST, SECOND AND THIRD TIME, PASSED, SIGNED AND SEALED  
IN OPEN COUNCIL THIS 25<sup>TH</sup> DAY OF APRIL 2016.***

**MAYOR: CLERK:**



## **STAFF REPORT**

**S.R. No. 56-16**

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

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

**COUNCIL DATE:** April 25, 2016

**SUBJECT:** Glendalers Agreement 3rd and FINAL Reading

### **BACKGROUND:**

1. Staff Report #51-16 was accepted and a draft of the proposed By-law No. 30-19 to enter into an Agreement with the Glendaler's Winter Sports Club for the alteration of approximately 2100 feet on the south half (20 feet) of the Concession 9, Lot 5 unopened road allowance was read a first and second time at the April 11, 2016 Council Meeting.
2. The Agreement has been revised to reflect that the Glendaler's must have \$5,000,000 Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$5,000,000 per occurrence/\$5,000,000 annual aggregate for any negligent acts or omissions by the Association and/or groomer relating to their obligations under this Agreement.

### **ANALYSIS:**

3. Other than the revision for the insurance condition there have been no other comments on the Agreement from either Council or the Glendaler's.
4. The Glendaler's have provided an Insurance Certificate with the prescribed General Liability Insurance of \$5,000,000.

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

5. The Agreement that would allow the Glendaler's to build a recreational trail on the unopened road allowance would align with Strategic Goal #2, Invest in Infrastructure and its Sustainability.

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

6. There is no impact on the 2016 Budget

**RECOMMENDATION:**

BE IT RESOLVED THAT Staff Report No. 56-16 be accepted and that the Council of the Township of South Glengarry pass By-Law No. 30-19, being a by-Law to enter into an Agreement with the Glendaler's Winter Sports Club, for alterations (as per the Agreement) on the south half of the Concession 9, Lot 5 Unopened Road Allowance be read a third and final time this 25th day of April 2016

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

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

## **AGREEMENT**

MADE THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

BETWEEN

**THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY**  
(hereinafter called "the Municipality")

AND

**THE GLENDALER'S WINTER SPORTS CLUB**  
(hereinafter called "the Glendaler's")

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WHEREAS, the Glendaler's have requested permission to alter approximately 2100 feet on the south half (20 feet) of the Concession 9, Lot 5 unopened road allowance.

AND WHEREAS By-Law 33-14 Being a By-Law to Establish Policies for the Use/ Alteration of Unopened Road Allowances that sets out the criteria and conditions to be considered.

AND WHEREAS the Glendaler's Winter Sports Club have received Council's approval to clear a trail of approximately 15 feet in width generally centered on the 40 foot unopened road allowance.

THEREFORE the Municipality and the Glendaler's agree to the following conditions:

1. The clearing of brush and trees is limited to the brush and trees that would need to be cleared to establish the 15 foot wide trail generally centered on the unopened road allowance. Furthermore there will be no trees cut that are in excess of 8 inches in diameter.
2. That a survey must be completed by the Glendaler's on the sections of the road allowance that would be cleared to create the ATV Trail. The survey must be completed by a recognized Ontario Land Surveyor (OLS) Firm and must clearly stake/flag the limits of the unopened road allowance with no more than a 200 metre distance between intervals.
3. All work would be completed at the applicant's expense including all costs associated with the proposed alterations as well as any costs for approvals from other agencies, legal costs, survey costs etc.
4. The applicant must provide proof of Insurance for the intended use of the allowance.

### **Commercial General Liability**

Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$5,000,000 per occurrence/\$5,000,000 annual aggregate for any negligent acts or omissions by the Association and/or groomer relating to their obligations under this Agreement. Such insurance shall include, but is not limited to, bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property and operations; non-owned automobile; medical payments; broad form property damage; owners and contractors protective; occurrence property damage; products and completed operations; employees and volunteers as additional Insured(s); employers liability; cross liability and severability of interest clause.

Such insurance shall add the Municipality, its officers, employees and volunteers as Additional Insured with respect to the operations of the Glendaler's. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Municipality.

5. The Glendaler's must notify the Township's Infrastructure Services Department at least 48 hours prior to the commencement of any work. All work will be inspected by the Township to ensure compliance with the conditions and approved scope of work.
6. The Glendaler's agree that they will not sell any of the wood that is generated from the clearing of the trail. The wood and brush should be neatly piled on the allowance.
7. Further to the conditions as per By-Law 33-14 the following additional conditions to address environmental concerns form part of this agreement.
  - a. That an RRCA O.Reg 175/06 permit approval (Development, Interference with Wetland and Alterations to Shorelines and Watercourses) must be obtained for any in-water work or water crossings.
  - b. That the applicant must contact the MNR and the RRCA, and conduct and environmental screening for compliance with the Endangered Species Act (i.e. butternut trees).
8. The Glendaler's understands this agreement does not provide for exclusive use of unopened road allowances which form part of the trail network.
9. The Glendaler's shall be responsible for all signage including but not limited to speed, stop and quiet zone signs on the allowance, and shall be responsible to enforce its regulations and to take action against any offenders for infractions or damage caused by ATV's thereon. (e.g. trespassing).
10. The Glendaler's shall also be responsible to take reasonable measures to ensure that their members comply with the provisions of By-Law 66-07 (appended) which regulates, governs and limits the operation of ATV's within the Municipality.
11. Where continued offences/problems/disputes occur, the Municipality reserves the unconditional right to rescind the approval for the clearing of the trail and all work will be stopped.

Signed on behalf of the Glendalers:

Signed on behalf of the Municipality:

\_\_\_\_\_

\_\_\_\_\_  
Mayor

\_\_\_\_\_

\_\_\_\_\_  
Clerk



## **STAFF REPORT**

**S.R. No. 57-16**

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

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

**COUNCIL DATE:** April 25, 2016

**SUBJECT:** Char-Lan Recreation Lobby Glass Procurement 16-04

### **BACKGROUND:**

1. The Township of South Glengarry secured a grant for \$30,000.00 from the Canada 150 Community Program for the Rehabilitation of the Char-Lan Recreation Centre Spectator Viewing Area.
2. The Funding is for 50% of the project cost.
3. The design, specifications and plans for the project were completed by Architecture 49.
4. Procurement 16-04 for the Char-Lan Recreation Centre Lobby Glass closed on April 13<sup>th</sup>.
5. The work is to be schedule to start no earlier than July 4, 2016 with completion of the Glass and Ice Surface Areas by July 29<sup>th</sup> and completion of the rest of the works by August 12<sup>th</sup>.
6. Liquidated Damages in the amount of \$250.00 per day will be applied after the August 12<sup>th</sup> project completion date.
7. There were four (4) submissions as follows:

<b>Contractor</b>	<b>Price (plus HST)</b>
De Saulniers Construction Ltd.	\$47,762.55
Dale Coleman Construction Ltd.	\$57,185.00
John Gordon Construction Inc.	\$67,481.00

**ANALYSIS:**

8. The low bidder also scored highest on the evaluation and has the experience and ability to complete the project within the schedule provided.

**ALIGNMENT WITH STRATEGIC PLAN:**

9. The Rehabilitation of the Char-Lan Recreation Centre Spectator Viewing Area aligns with two goals of the Strategic Plan;

**Goal 2** Invest in infrastructure and its sustainability, and;

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

**IMPACT ON 2016 BUDGET:**

10. There is a \$60,000.00 Budget for the Rehabilitation of Char-Lan Recreation Centre Spectator Viewing Area inclusive of the \$30,000.00 from the Canada 150 Program.
11. There will be additional cost for the Construction Supervision and Inspections, however it is not expected that the total project cost will exceed the Budget.

**RECOMMENDATION:**

BE IT RESOLVED THAT Staff Report No. 57-16 be received and that the Council of the Township of South Glengarry award Procurement #16-04 for the Char-Lan Recreation Centre Lobby Glass to De Saulniers Construction Ltd as per their submission of \$47,762.55 plus HST and furthermore; that the Mayor and Clerk be authorized to sign the Contract.



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





## **STAFF REPORT**

**S.R. No. 58-16**

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

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

**COUNCIL DATE:** April 25, 2016

**SUBJECT:** Canada 150 Community Infrastructure Program  
Contribution Agreement

### **BACKGROUND:**

1. The Township of South Glengarry has secured two grants under the Canada 150 Community Infrastructure Program.
2. The Canada 150 Community Infrastructure Program is part of Canada 150 Celebrates, the Government of Canada's celebration of our Country's 150<sup>th</sup> anniversary. Through investments in community infrastructure, the Government of Canada will invest in projects that celebrate our shared heritage, create jobs, and improve the quality of life for Canadians.
3. The two projects that South Glengarry has been approved for are \$30,000.00 for the Rehabilitation of the Spectator Viewing Area at the Char-Lan Recreation Centre and \$50,000.00 for the Renovations to the Lancaster Legion.
4. The grant funding is based on 50% of the total project cost for both projects.
5. The Township has received a Contribution Agreement for the Canada 150 Grant Program and it is required that Council provide a resolution authorizing the entering into the Contribution Agreement for funding under the Canada 150 Community Infrastructure Program for the following two projects;

Project #807783 - \$50,000.00 for the Renovations to the Lancaster Legion  
Project #808116 - \$30,000.00 for the Rehabilitation of the Char-Lan  
Recreation Centre Spectator Viewing Area

**ALIGNMENT WITH STRATEGIC PLAN:**

The Canada 150 Community Grant Program funding aligns with two goals of the Strategic Plan;

**Goal 2** Invest in infrastructure and its sustainability, and;

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

**IMPACT ON 2016 BUDGET:**

6. The Township will receive a total of \$80,000.00 or 50% of the project costs for the two projects.

**RECOMMENDATION:**

BE IT RESOLVED THAT Staff Report 58-16 be received and that the Council of the Township of South Glengarry authorize the entering into a contribution agreement for funding under the Canada 150 Community Infrastructure Program for the following two projects;

Project #807783 - \$50,000.00 for the Renovations to the Lancaster Legion

Project #808116 - \$30,000.00 for the Rehabilitation of the Char-Lan Recreation Centre Spectator Viewing Area;

And furthermore that the Mayor & Clerk be authorized to sign the Agreement



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

## **CANADA 150 COMMUNITY INFRASTRUCTURE PROGRAM CONTRIBUTION AGREEMENT**

This Contribution Agreement is made as of \_\_\_\_\_

**BETWEEN:**      **HER MAJESTY THE QUEEN IN RIGHT OF CANADA** (“Her Majesty”) hereby represented by the Minister responsible for Federal Economic Development Agency for Southern Ontario

**AND:**            **Township of South Glengarry** (“Recipient”) a municipal government established under the laws of Ontario.

**WHEREAS** the Federal Economic Development Agency for Southern Ontario (“Agency”) was created to help make Canadians more productive and competitive in the knowledge-based economy, by supporting economic development, economic diversification, job creation, and sustainable, self-reliant communities in southern Ontario;

**WHEREAS** in its 2015 Budget, the Government of Canada allocated \$150 million to the newly created Canada 150 Community Infrastructure Program (“CIP 150”) to repair, rehabilitate and expand existing community infrastructure assets; and

**WHEREAS** the Minister has agreed to make a non-repayable contribution to the Recipient in respect of each project up to the maximum amount of:

807783 – fifty thousand dollars (\$50,000)

808116 – thirty thousand dollars (\$30,000)

in support of the Recipient’s Eligible Costs (as defined herein) of the Project (as defined herein),

**NOW THEREFORE**, in accordance with the mutual covenants and agreements herein, Her Majesty as represented by the Minister and the Recipient agree as follows:

### **1.    Purpose of the Agreement**

The purpose of this Agreement is to set out the terms and conditions under which the Minister will provide CIP 150 (as defined herein) funding in support of the Project (as defined herein).

### **2.    Interpretation**

**2.1 Definitions.** In this Agreement, a capitalized term has the meaning given to it in this section, unless the context indicates otherwise:

**Aboriginal Government** means a band council within the meaning of section 2 of the Indian Act; or a government authority established pursuant to a Self-Government Agreement or a Comprehensive Land Claim Agreement, given effect and declared valid by federal legislation.

**Agency** means the Federal Economic Development Agency for Southern Ontario.

**Agreement** means this agreement including all the annexes attached hereto, as such may be amended, restated or supplemented, from time to time.

**CIP 150** means the Canada 150 Community Infrastructure Program as described in the recitals hereto.

**Contribution** means the contribution to Eligible Costs in the amount stipulated in Subsection 4.1.

**Control Period** means the period of six (6) years following the period determined in Subsection 3.1 as the duration of the Agreement.

**Date of Acceptance** means the date on which the duplicate fully executed copy of this Agreement is received by the Minister.

**Eligibility Date** means April 1, 2016

**Eligible Costs** means those Project Costs supported by the Contribution and which are identified in Annex 1 – Statement of Work and relating to the Project activities described therein and which are in compliance with Annex 2 – Costing Guideline Memorandum.

**Event of Default** means the events of default described in Subsection 12.1 hereof.

**Final Report** means the report described in Subsection 7.1 hereof.

**Final Report Date** means June 30, 2018.

**Final Review Form** means the report described in Subsection 7.1 hereof.

**Fiscal Year** means the Government of Canada's fiscal year beginning on April 1st of a year and ending on March 31st of the following year.

**Minister** means the Minister responsible for the Agency or any one or more of his representatives.

**Parties** means the Minister and the Recipient and **Party** means any one of them.

**Program Completion Date** means March 31, 2018

**Project** means each project as described in Annex 1 – Statement of Work.

**Project Costs** means the total costs of each project as set out in Annex 1 – Statement of Work.

**Southern Ontario** includes the following 2011 Statistics Canada Census Regions: 1 Stormont, Dundas and Glengarry; 2 Prescott and Russell; 6 Ottawa; 7 Leeds and Grenville; 9 Lanark; 10 Frontenac; 11 Lennox and Addington; 12 Hastings; 13 Prince Edward; 14 Northumberland; 15 Peterborough; 16 Kawartha Lakes; 18 Durham; 19 York; 20 Toronto; 21 Peel; 22 Dufferin; 23 Wellington; 24 Halton; 25 Hamilton; 26 Niagara; 28 Haldimand-Norfolk; 29 Brant; 30 Waterloo; 31 Perth; 32 Oxford; 34 Elgin; 36 Chatham-Kent; 37 Essex; 38 Lambton; 39 Middlesex; 40 Huron; 41 Bruce; 42 Grey; 43 Simcoe; 46 Haliburton; and 47 Renfrew.

**Statement of Total Government Assistance** means the report described in Paragraph 6.4(a)(iv) hereof.

**“Substantially Completed”** has the same meaning and shall be determined in accordance with how the term “substantially performed” is determined in subsection 2(1) of the *Construction Lien Act*, R.S.O. 1990, c. C.30, as amended, and **“Substantial Completion”** shall have a corresponding meaning.

- 2.2 **Singular/Plural.** Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural.
- 2.3 **Entire Agreement.** This Agreement comprises the entire agreement between the Parties. No prior document, negotiation, provision, undertaking or agreement in relation to the subject matter of this Agreement has legal effect. No representation or warranty, whether express, implied or otherwise, has been made by the Minister to the Recipient, except as expressly set out in this Agreement.
- 2.4 **Inconsistency.** In case of inconsistency or conflict between a provision contained in the part of the Agreement preceding the signatures and a provision contained in any of the Annexes to this Agreement, the provision contained in the part of the Agreement preceding the signatures will prevail.
- 2.5 **Annexes.** This Agreement contains the following Annexes as described below, which form an integral part of this Agreement:

**Annex 1 - Statement of Work**

**Annex 2 - Costing Guideline Memorandum**

**Annex 3 - Reporting Requirements**

**Annex 4 - Federal Visibility Requirements**

### 3. **Duration of Agreement**

3.1 **Duration of Agreement.** This Agreement comes into force on the Date of Acceptance and, subject to Subsection 3.2, will terminate:

- (a) twelve (12) months after the earlier of:
  - i) the last of the approved projects is Substantially Completed; or
  - ii) the Program Completion Date.
- (b) upon the date on which all amounts due by the Recipient to Her Majesty under this Agreement, have been paid in full,

whichever is the later, unless terminated earlier in accordance with the terms of this Agreement.

3.2 **Control Period.** Notwithstanding the provisions of Subsection 3.1 above, during the Control Period, the rights and obligations described in the following sections shall continue beyond the duration of the Agreement:

Section 5 - Other Government Financial Support  
 Subsection 6.6 – Overpayment and non-entitlement  
 Subsections 7.3, 7.4, 7.5, 7.6 and 7.7 - Monitoring, Audit and Evaluation  
 Subsection 8.1c) and 8.2c) – Representations and Covenants  
 Section 11 - Indemnification and Limitation of Liability  
 Section 12 - Default and Remedies  
 Section 13 – Project Assets  
 Subsection 15.9 - Dispute Resolution

### 4. **The Contribution**

4.1 Subject to the terms and conditions of this Agreement, the Minister will make a non-repayable contribution to the Recipient in respect of each project in an amount not exceeding the lesser of (i) and (ii) in each subparagraph as follows:

- (a) for project 807783:
  - i. maximum 50.00% of total Eligible Costs of the project incurred and paid by the Recipient; and
  - ii. \$50,000;
- (b) for project 808116:
  - i. maximum 50.00% of total Eligible Costs of the project incurred and paid by the Recipient; and
  - ii. \$30,000.

- 4.2 The payment of the Contribution per Fiscal Year for each project is estimated at amounts as specified in Annex 1 – Statement of Work. The Minister will have no obligation to pay any amounts in any other fiscal years than those specified in Annex 1 – Statement of Work.
- 4.3 The Recipient acknowledges that notwithstanding the date of execution of this Agreement, the Minister will not reimburse costs incurred by it prior to April 1, 2016 or later than the Program Completion Date.
- 4.4 The Minister shall not contribute to any Eligible Costs incurred by the Recipient which could cause the Contribution, noted in Subsection 4.1 herein to be exceeded.
- 4.5 The Recipient shall be responsible for all costs of the Project, including cost overruns, if any.
- 4.6 **Holdbacks.** Notwithstanding any other provisions of this Agreement, the Minister will, at the Minister's sole discretion, withhold up to ten percent (10%) of the Contribution amount for each project until:
- (a) they are Substantially Completed;
  - (b) the Recipient has satisfied all the conditions of this Agreement;
  - (c) the Final Review Form described in Subsection 6.4(a)(ii) has been submitted to the satisfaction of the Minister;
  - (d) audits and site visits, where required by the Minister, have been completed to the satisfaction of the Minister; and
  - (e) the Minister has approved the final claim described in Subsection 6.4.

## **5. Other Government Financial Support**

- 5.1 The Recipient hereby confirms that for purposes of this Project no other federal, provincial, Local Government assistance has been requested, received or will be received, except as disclosed in Annex 1 – Statement of Work.
- 5.2 The Recipient shall promptly inform the Minister in writing in the event additional other government financial support has been requested or received for the Project, during the term of this Agreement and acknowledges and agrees that an adjustment to the amount of the Contribution and a request for repayment of part or all of the amounts paid to the Recipient may be made as a result thereof. The amount of repayment requested will constitute a debt due to Her Majesty and will be recovered as such from the Recipient.

- 5.3 In no instance will the total government funding towards the Eligible Costs of the Project be allowed to exceed one hundred percent (100%) of the total Eligible Costs.

## 6. Claims and Payments

- 6.1 The Recipient shall maintain accounting records that account for the Contribution paid to the Recipient and the related Project Costs in respect of this Agreement, separate and distinct from any other funding.

- 6.2 **Claims Procedures.** For each project subject to this Agreement, the Recipient shall submit claims for reimbursement of Eligible Costs incurred and paid, not less frequently than semi-annually or more frequently than monthly, in a form satisfactory to the Minister. Each claim will include the following information:

- (a) an itemized summary by cost category of Eligible Costs incurred and paid, substantially in the form prescribed by the Minister;
- (b) a progress report of the claim as it relates to Annex 1 – Statement of Work, substantially in the form prescribed by the Minister;
- (c) a certification of the claim by a director or officer of the Recipient, confirming the accuracy of the claim and of all supporting information provided;
- (d) if applicable, a certification by a director or officer of the Recipient that any mitigation measures listed in Annex 5 – Environmental Mitigation Measures have been implemented; and
- (e) substantiating documentation (including without limitation, any invoice or proof of payment), as may be required by the Minister.

- 6.2.1 The Recipient agrees to submit its last claim in each fiscal year for eligible costs on or before March 1<sup>st</sup> of that fiscal year.

## 6.3 **Advance Payments.**

- (a) **Initial Advance.** Where the Minister is satisfied and has determined that the Recipient's cash flow requirements justify the need for an advance against the Eligible Costs payable under this Agreement, the Minister may, at his sole discretion, pay to the Recipient an initial advance for Eligible Costs up to 25% on the portion of the Contribution allocated to the Fiscal Year 2016 - 2017, subject to the following:
  - (i) The Recipient submits to the Minister's satisfaction, a forecast of cash flow requirements to be incurred during the initial advance



period along with any documentation that the Minister may reasonably request.

- (ii) The Recipient shall account by way of claim, to the satisfaction of the Minister, for the use of any advances.
- (b) The Recipient agrees to spend advances in the Fiscal Year in which the advance was made, failing which the Recipient agrees to reimburse the Minister any unspent amounts. If the amount of the advance exceeds the amount of Eligible Costs incurred during the previous advance period, the Minister may deduct the excess amount and any interest earned by such excess from any other payment under this Agreement.

#### 6.4 Final Claim Procedures.

- (a) The Recipient shall submit a final claim for each project pertaining to the final reimbursement of any Eligible Costs previously claimed or not, signed by a director or officer of the Recipient and accompanied by the following, in addition to the requirements set out in Subsection 6.2, in a form satisfactory to the Minister in scope and detail:
  - (i) a confirmation that it is the final claim for payment and as such, it includes all final Eligible Costs submitted for payment;
  - (ii) a Final Review Form on each project substantially in the form prescribed by the Minister;
  - (iii) a Final Report of total Project Costs on each project substantially in the form prescribed by the Minister; and
  - (iv) a Statement of Total Government Assistance (federal, provincial and Local Government assistance) received or requested towards the Eligible Costs of each project substantially in the form prescribed by the Minister.
- (b) The Recipient shall submit the final claim for reimbursement of Eligible Costs to the satisfaction of the Minister the earlier of:
  - (i) the date which falls no later than three (3) months after each project is Substantially Completed; and
  - (ii) the Final Report Date.

The Minister shall have no obligation to pay any claims submitted after this date.

#### 6.5 Payment Procedures.

- (a) The Minister shall review and approve the documentation submitted by the Recipient following the receipt of the Recipient's claim and in the event of any

deficiency in the documentation, it will notify the Recipient and the Recipient shall immediately take action to address and rectify the deficiency.

- (b) Subject to the maximum Contribution amounts set forth in Subsection 4.1 and all other conditions contained in this Agreement, the Minister shall pay to the Recipient the Eligible Costs set forth in the Recipient's claim, in accordance with the Minister's customary practices.
- (c) The Minister may request at any time that the Recipient provides satisfactory evidence to demonstrate that all Eligible Costs claimed have been paid.
- (d) The Minister may require, at his expense, any claim submitted for payment of the Contribution be certified by the Recipient's external auditor or by an auditor approved by the Minister.

**6.6 Overpayment or non-entitlement.** Where, for any reason, the Recipient is not entitled to all or part of the Contribution or the amount paid to the Recipient exceeds the amount to which the Recipient is entitled, the Contribution or the amount in excess, as the case may be, shall constitute a debt due to Her Majesty and shall be recovered as such from the Recipient. The Recipient shall repay Her Majesty within thirty (30) calendar days from the date of the Minister's notice, the amount of the Contribution disbursed or the amount of the overpayment, as the case may be, together with interest calculated in accordance with the *Interest and Administrative Charges Regulations*, in effect on the due date, from the date of the notice until payment is received by Her Majesty.

**6.7** If the Recipient earns any interest as a consequence of any advance payment of the Contribution or earns any revenue as a result of the Project, the Minister may in his absolute discretion reduce the Contribution by all or by such portion of the revenue (including the interest) as he deems appropriate.

## **7. Monitoring, Audit and Evaluation**

**7.1** The Recipient agrees to provide the Minister with the reports as described in Annex 3 – Reporting Requirements, satisfactory in scope and detail, in order to allow the Minister to assess the outcome and costs of the Project.

**7.2** Upon request of the Minister and at no cost to him, the Recipient shall promptly elaborate upon any report submitted or provide such additional information as may be requested.

**7.3** The Recipient shall at its own expense:

- (a) preserve and make available for audit and examination by the Minister, proper books, accounts and records of the Project Costs, wherever such books, and

records may be located, and permit the Minister to conduct such independent audits and evaluations as the Minister in his discretion may require;

- (b) upon reasonable notice and after consultation with the Recipient, permit the Minister, reasonable access to the project sites and/or the Recipient's premises and documents in order to inspect and assess the progress and results of each project;
- (c) supply promptly, on request, such other data in respect of each project and its results, as the Minister may require for purposes of this Agreement and for statistical and/or evaluation purposes.

7.4 The Minister shall have the right, at his own expense, and as and when he determines necessary, to perform audits of the Project Costs and the Recipient's books, accounts, records, financial statements and claims for reimbursement of Eligible Costs, and the Recipient's administrative, financial and claim certification processes and procedures, for the purposes of verifying the costs of each project, validating claims for reimbursement of Eligible Costs, ensuring compliance with the terms of this Agreement, and confirming amounts repayable to Her Majesty under the provisions of this Agreement.

7.5 Any audits performed hereunder will be carried out by auditors selected by the Minister, which may include any of the following: Agency officials, an independent auditing firm, and/or the Recipient's external auditors. The Minister will provide the Recipient with a description of the scope and criteria of the audit and the expected time frames for completion of the audit and public release of the related reports.

7.6 The Recipient agrees that the Minister, at his expense, may engage outside firms or individuals, unrelated to the Government of Canada, with the required expertise to evaluate and monitor the Project and its implementation or review any documents submitted by the Recipient. The Recipient agrees to provide access to any site, meeting or to any document in relation to each project to such firms or individuals.

7.7 **Auditor General of Canada.** The Recipient acknowledges that the Auditor General of Canada may, at the Auditor General's cost, after consultation with the Recipient, conduct an inquiry under the authority of Subsection 7.1(1) of the *Auditor General Act* in relation to any funding agreement (as defined in Subsection 42(4) of the *Financial Administration Act*) with respect to the use of funds received. For purposes of any such inquiry undertaken by the Auditor General, the Recipient shall provide, upon request and in a timely manner, to the Auditor General or anyone acting on behalf of the Auditor General:

- (a) all records held by the Recipient or by agents or contractors of the Recipient, relating to this Agreement and the use of the Contribution; and

- (b) such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to this Agreement and/or the Contribution.

## **8. Representations and Covenants**

### **8.1 The Recipient represents and warrants that:**

- (a) it is a municipal government and is in good standing under the laws of Ontario, and has the power and authority to carry on its business, to hold its property and to enter into this Agreement and it has the power and authority, and has met all legal requirements, necessary to carry on business, hold property, and to enter into, deliver and perform this Agreement. The Recipient warrants that it shall remain as such for the duration of this Agreement;
- (b) the execution, delivery and performance of this Agreement have been duly and validly authorized by the necessary corporate actions of the Recipient and when executed and delivered by the Recipient, this Agreement constitutes a legal, valid and binding obligation of the Recipient, enforceable in accordance with its terms;
- (c) it has acquired, at its own expense, general liability insurance and property damage insurance, in an adequate amount consistent with the scope of the operations and the Project that a prudent person carrying out a project similar to the Project would maintain, and will maintain such for the duration of the Agreement and the Control Period.
- (d) the signatory(ies) to this Agreement, on behalf of the Recipient, has(ve) been duly authorized to execute and deliver this Agreement;
- (e) this Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms, subject as to enforcement of remedies to applicable bankruptcy, insolvency, reorganization and other laws affecting generally the enforcement of the rights of creditors and subject to a court's discretionary authority with respect to the granting of a decree, ordering specific performance or other equitable remedies;
- (f) the execution and delivery of this Agreement and the performance by the Recipient of its obligations hereunder will not, with or without the giving of notice or the passage of time or both:
  - (i) violate the provisions of the Recipient's by-laws, any other corporate governance document subscribed to by the Recipient or any resolution of the Recipient;
  - (ii) violate any judgment, decree, order or award of any court, government agency, regulatory authority or arbitrator; or

- (iii) conflict with or result in the breach or termination of any material term or provision of, or constitute a default under, or cause any acceleration under, any license, permit, concession, franchise, indenture, mortgage, lease, equipment lease, contract, permit, deed of trust or any other instrument or agreement by which it is bound.
- (g) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency, which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement;
- (h) it has obtained or will obtain all necessary licences and permits in relation to each project, which satisfy the requirements of all regulating bodies of appropriate jurisdiction;
- (i) all information provided during the CIP 150 application process remains true, correct and complete in every respect except as set out to the contrary herein; and,
- (j) the description of each project in Annex 1 -- Statement of Work is complete and accurate.

## 8.2 The Recipient covenants and agrees that:

- (a) it shall obtain the prior written consent of the Minister before making any change to any aspect of the Project or to the management of the Project or Recipient.
- (b) it shall acquire and manage all equipment, services and supplies required for the Project in a manner that ensures the best value for funds expended and it shall comply with its procurement policies, rules and regulations.
- (c) it shall maintain the usage as described in Annex 1 -- Statement of Work, of any assets to which the Minister has contributed to for a minimum of six (6) years after the expiry or the termination of this Agreement.
- (d) each Project is located in southern Ontario.
- (e) it shall contribute no less than fifty percent (50%) to the Eligible Costs of each project.
- (f) it shall use the Contribution solely and exclusively to support the Eligible Costs of the Project; as detailed in Annex 1 - Statement of Work and in Annex 2 - Costing Guideline Memorandum and shall carry out the Project in a

diligent and professional manner, using qualified personnel and the Project shall be Substantially Completed on or before the Program Completion Date.

- (g) it shall comply with the Federal Visibility Requirements as set out in Annex 4 – Federal Visibility Requirements.

## 9. Official Languages

The Recipient agrees:

- (a) that any public acknowledgement of the Agency's support for the Project will be expressed in both official languages;
- (b) that basic project information will be developed and made available in both official languages;
- (c) to invite members of the official-language minority community to participate in any public event relating to the Project, where appropriate;
- (d) that all signage related to the Project will be in both official languages;
- (e) that basic service (e.g. reception can provide bilingual resources or staff, upon request) and communication, both print and electronic (notices, announcements, publications, advertisements or documents), will be made available in both official languages; and
- (f) that it shall pay for all translation costs save for those which the Minister may incur with respect to any announcement or other public communications.

## 10. Environmental and Other Requirements

- 10.1 The Recipient represents that the Project is not a "designated project" as defined in the *Canadian Environmental Assessment Act, 2012* ("CEAA") and is not being carried out on "federal lands" as defined in the CEAA.
- 10.2 The Recipient agrees to comply with all federal, provincial, territorial, municipal and other applicable laws governing the Recipient and the Project, including but not limited to, statutes, regulations, by-laws, rules, ordinances and decrees. This includes legal requirements and regulations relating to environmental protection and the successful implementation of and adherence to any mitigation measures, monitoring or follow-up program, which may be prescribed by the Minister or by other federal, provincial, territorial, municipal bodies. The Recipient will certify to the Minister that it has done so.

- 10.3 The Recipient will provide the Minister with reasonable access to any project site, for the purpose of ensuring that the terms and conditions of any environmental approval are met, and that any required mitigation measures, monitoring or program follow up have been carried out, to the satisfaction of the Minister.
- 10.4 If as a result of changes to the Project or otherwise, should a subsequent assessment be required in accordance with CEAA for the Project, the Minister and the Recipient agree that the Minister's obligations under this Agreement will be suspended from the moment that the Minister informs the Recipient, until (i) a decision statement has been issued to the Recipient or, if applicable, the Minister has decided that the Project is not likely to cause significant adverse environmental effects, and (ii) if required, an amendment to this Agreement has been signed, setting out any conditions included in the decision statement. The Recipient agrees to comply with any such conditions.
- 10.5 **Aboriginal consultation.** The Recipient acknowledges that the Minister's obligation to pay the Contribution is conditional upon Her Majesty satisfying any obligation that Her Majesty may have to consult with or to accommodate any Aboriginal groups, which may be affected by the terms of this Agreement.

## **11. Indemnification and Limitation of Liability**

- 11.1 The Recipient shall at all times indemnify and save harmless Her Majesty, its officers, officials, employees and agents, from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings (including, without limitation, those relating to injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights) by whomsoever brought or prosecuted, or threatened to be brought or prosecuted, in any manner based upon or occasioned by any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights, caused by, or arising directly or indirectly from:
- (a) the Project, its operation, conduct or any other aspect thereof;
  - (b) the performance or non-performance of this Agreement, or the breach or failure to comply with any term, condition, representation or warranty of this Agreement by the Recipient, its officers, employees and agents, or by a third party or its officers, employees, or agents;
  - (c) the design, construction, operation, maintenance and repair of any part of the Project; or,
  - (d) any omission or other wilful or negligent act or delay of the Recipient or a third party and their respective employees, officers, or agents, except to the extent to which such claims and demands, losses, costs, damages, actions,

suits, or other proceedings relate to the negligent act or omission of an officer, official, employee, or agent of Her Majesty, in the performance of his or her duties.

11.2 The Minister shall have no liability under this Agreement, except for payments of the Contribution, in accordance with and subject to the provisions of this Agreement. Without limiting the generality of the foregoing, the Minister shall not be liable for any direct, indirect, special or consequential damages, or damages for loss of revenues or profits of the Recipient.

11.3 Her Majesty, her agents, employees and servants will not be held liable in the event the Recipient enters into a loan, a capital or operating lease or other long-term obligation in relation to the Project for which the Contribution is provided.

## **12. Default and Remedies**

12.1 **Event of Default.** The Minister may declare that an Event of Default has occurred if:

- (a) the Recipient has failed or neglected to pay Her Majesty any amount due in accordance with this Agreement;
- (b) the Recipient fails to proceed diligently with the Project, or abandons the Project in whole or in part, or the Project is not Substantially Completed by the Program Completion Date;
- (c) the Recipient makes a materially false or misleading statement concerning support by the Minister in any internal and/or public communication, other than in good faith;
- (d) the Recipient becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute, from time to time in force, relating to bankrupt or insolvent debtors;
- (e) an order is made or the Recipient has passed a resolution for the winding up or liquidation of the Recipient, or the Recipient is dissolved;
- (f) the Recipient has, in the opinion of the Minister, ceased to carry on business or has sold all or substantially all of its assets;
- (g) the Project is carried out at locations, other than those mentioned in Annex 1 - Statement of Work;
- (h) the Recipient has submitted false or misleading information, or has made a false or misleading representation to the Agency, the Minister, in this Agreement or in its application for the Contribution;



- (i) the Recipient has not, in the opinion of the Minister, met or satisfied a term or condition of this Agreement;
- (j) the Recipient has not met or satisfied a term or condition under any other contribution agreement or agreement of any kind with Her Majesty;
- (k) the Recipient is not eligible or is otherwise not entitled to the Contribution; or,
- (l) the Recipient has not complied with the monitoring, audit and evaluation requirements, specified in this Agreement.

**12.2 Notice and Rectification Period.** Except in the case of default under Subsection 12.1 (d) (e) and (f), the Minister will not declare that an Event of Default has occurred unless he has given prior written notice to the Recipient of the occurrence, which in the Minister's opinion constitutes an Event of Default. The Recipient shall, within such period of time as the Minister may specify in the notice, either correct the condition or event or demonstrate, to the satisfaction of the Minister, that it has taken such steps as are necessary to correct the condition, failing which the Minister may declare that an Event of Default has occurred.

**12.3 Remedies.** If the Minister declares that an Event of Default has occurred, the Minister may immediately exercise any one or more of the following remedies, in addition to any remedy available at law:

- (a) terminate the Agreement, including any obligation by the Minister to make any payment under this Agreement, including any obligation to pay an amount owing prior to such termination;
- (b) suspend any obligation by the Minister to make any payment under this Agreement, including any obligation to pay an amount owing prior to such suspension; and
- (c) require the Recipient to repay forthwith to Her Majesty all or part of the Contribution, and that amount is a debt due to Her Majesty and may be recovered as such.

**12.4** The Recipient acknowledges the policy objectives served by the Minister's agreement to make the Contribution, that the Contribution comes from the public monies, and that the amount of damages sustained by Her Majesty in an Event of Default is difficult to ascertain and therefore, that it is fair and reasonable that the Minister be entitled to exercise any or all of the remedies, provided for in this Agreement and to do so in the manner provided for in this Agreement, if an Event of Default occurs.

**13. Project Assets**

- 13.1 The Recipient shall retain title to, and ownership of any assets, the cost of which has been contributed to by the Minister under this Agreement and shall not sell, assign, transfer, encumber, pledge, grant a security interest or otherwise dispose of same, for a minimum of six (6) years after the expiry or termination of this Agreement without the prior written consent of the Minister. As a condition of such consent, the Minister may require the Recipient to repay Her Majesty the whole or any part of the Contribution paid to the Recipient hereunder in the following proportions:

Where Project asset is sold, transferred, assigned, pledged, leased, encumbered or disposed of:	Repayment of Contribution (in current dollars)
Within 2 Years after Substantial Completion	100%
Between 2 and 6 Years after Substantial Completion	55%
6 Years after Substantial Completion	0%

- 13.2 At any time during the six (6) years following the date the Project is Substantially Completed, the Recipient agrees to notify the Minister in writing of any transaction triggering the above-mentioned repayments, at least ninety (90) days in advance.

**14. Miscellaneous**

- 14.1 The Recipient represents and warrants that no member of the House of Commons or Senate of Canada shall be admitted to any share or part of this Agreement or to any benefit arising from it, that are not otherwise available to the general public.
- 14.2 The Recipient confirms that no current or former public servant or public office holder, to whom the *Values and Ethics Code for the Public Service*, the *Values and Ethics Code for the Public Sector*, the *Policy on Conflict of Interest and Post-Employment* or the *Conflict of Interest Act* applies, shall derive direct benefit from the Agreement, including any employment, payments or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation. Where the Recipient employs or has a major shareholder, who is either a current or former (in the last twelve (12) months) public office holder or public servant in the federal government, the Recipient shall demonstrate compliance with these codes and the legislation.
- 14.3 The Recipient represents and warrants that:
- (a) it has not paid, nor agreed to pay to any person, either directly or indirectly, a commission, fee or other consideration that is contingent upon the execution of this Agreement, or upon the person arranging a meeting with a public office holder;

- (b) it will not pay, nor agree to pay to any person, either directly or indirectly, any commission, fee or other consideration that is contingent upon the person arranging a meeting with a public office holder;
  - (c) it is and any persons who are or have been engaged by the Recipient to communicate or arrange meetings with public office holders, regarding the Project or this Agreement, are in full compliance with all requirements of the *Lobbying Act*; and
  - (d) any persons who may be engaged by the Recipient to communicate or arrange meetings with public office holders, regarding the Project or this Agreement, will at all times be in full compliance with the requirements of the *Lobbying Act*.
- 14.4 The Recipient acknowledges that the representations and warranties in this section are fundamental terms of this Agreement. In the event of breach of these, the Minister may exercise the remedies provided under Subsection 12.3.

## 15. General

- 15.1 **Debt due to Canada.** Any amount owed to Her Majesty under this Agreement shall constitute a debt due to Her Majesty and shall be recoverable as such. Unless otherwise specified herein, the Recipient agrees to make payment of any such debt forthwith on demand.
- 15.2 **Interest.** Debts due to Her Majesty will accrue interest in accordance with the *Interest and Administrative Charges Regulations*, in effect on the due date, compounded monthly on overdue balances payable, from the date on which the payment is due, until payment in full is received by Her Majesty. Any such amount is a debt due to Her Majesty and is recoverable as such.
- 15.3 **Set-Off.** Without limiting the scope of set-off rights provided in the *Financial Administration Act*, the Minister may set off against the Contribution, any amounts owed by the Recipient to Her Majesty under legislation or contribution agreements and the Recipient shall declare to the Minister all amounts outstanding in that regard, when making any claim under this Agreement.
- 15.4 **No Assignment of Agreement.** Neither this Agreement nor any part thereof shall be assigned by the Recipient, without the prior written consent of the Minister.
- 15.5 **Annual Appropriation.** Payment by the Minister of amounts due under this Agreement shall be conditional on there being a legislated appropriation for the Fiscal Year in which the payment is to be made. The Minister shall have the right to terminate or reduce the Contribution, in the event that the amount of the appropriation is reduced or denied by Parliament. In the event that any portion of the

Contribution has been paid to the Recipient and the legislated appropriation for the Fiscal Year in which such payment is made is not obtained, the Minister shall have the right to recover the amount so paid from the Recipient.

- 15.6 **Successors and Assigns.** This Agreement is binding upon the Recipient, its successors and permitted assigns.
- 15.7 **Confidentiality.** Subject to the *Access to Information Act* (Canada), the *Privacy Act*, the *Library and Archives Act* of Canada and Annex 4 – Federal Visibility Requirements, the Parties shall keep confidential and shall not disclose the contents of this Agreement or the transactions contemplated hereby, without the consent of all Parties.
- 15.8 **Governing Law.** This Agreement shall be subject to and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- 15.9 **Dispute Resolution.** If a dispute arises concerning the application or interpretation of this Agreement, the Parties shall attempt to resolve the matter through good faith negotiation, and may, if necessary and the Parties consent in writing, resolve the matter through mediation or by arbitration, by a mutually acceptable mediator or arbitrator in accordance with the Commercial Arbitration Code set out in the schedule to the *Commercial Arbitration Act* (Canada), and all regulations made pursuant to that Act.
- 15.10 **No Amendment.** No amendment to this Agreement shall be effective unless it is made in writing and signed by the Parties hereto.
- 15.11 **No Agency.** No provision of this Agreement or action by the Parties will establish or be deemed to establish any partnership, joint venture, principal-agent or employer-employee relationship in any way, or for any purpose, between Her Majesty and the Recipient, or between Her Majesty and a third party. The Recipient is not in any way authorized to make a promise, agreement or contract and to incur any liability on behalf of Her Majesty, nor shall the Recipient make a promise, agreement or contract and incur any liability on behalf of Her Majesty, and shall be solely responsible for any and all payments and deductions, required by the applicable laws.
- 15.12 **No Waiver.** Any tolerance or indulgence demonstrated by one Party to the other, or any partial or limited exercise of rights conferred on a Party, shall not constitute a waiver of rights, and unless expressly waived in writing the Parties shall be entitled to exercise any right and to seek any remedy, available under this Agreement or otherwise at law. Either Party may, by notice in writing, waive any of its rights under this Agreement.
- 15.13 **Public Dissemination.** All reports and other information that the Minister collects, manages or has a right to receive or produce in accordance with this Agreement, or that the Recipient collects, creates, manages and shares with the Minister, shall be

deemed to be "Canada Information". The Minister shall have the right, subject to the provisions of the *Access to Information Act*, to release to the public, table before Parliament, or publish by any means, any Canada Information, including such excerpts or summaries of the Canada Information as he may, from time to time, decide to make.

**15.14 No conflict of interest.** The Recipient and its consultants and any of their respective advisors, partners, directors, officers, shareholders, employees, agents and volunteers shall not engage in any activity where such activity creates a real, apparent or potential conflict of interest in the sole opinion of the Minister, with the carrying out of the Project. For greater certainty, and without limiting the generality of the foregoing, a conflict of interest includes a situation where anyone associated with the Recipient owns or has an interest in an organization that is carrying out work related to the Project.

**15.15 Disclose potential conflict of interest.** The Recipient shall disclose to the Minister without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.

**15.16 Severability.** If for any reason a provision of this Agreement that is not a fundamental term of the agreement between the Parties is found to be or becomes invalid or unenforceable, whether in whole or in part, such provision or part thereof declared invalid or unenforceable shall be deemed to be severable and shall be deleted from this Agreement and all remaining terms and conditions of this Agreement will continue to be valid and enforceable.

## **16. Notice**

**16.1** Any notice, information or document required under this Agreement shall be effectively given, if delivered or sent by letter or facsimile (postage or other charges prepaid). Any notice that is delivered shall be deemed to have been received on delivery; any notice sent by facsimile shall be deemed to have been received one (1) working day after being sent, any notice that is mailed shall be deemed to have been received eight (8) calendar days after being mailed.

**16.2** Any notice or correspondence to the Minister shall be addressed to:

Federal Economic Development Agency for Southern Ontario  
101-139 Northfield Drive West  
Waterloo, ON N2L 5A6  
Attention: Canada 150 Community Infrastructure Program

or to such other address, as is designated by the Agency in writing.

16.3 Any notice or correspondence to the Recipient shall be addressed to:

Township of South Glengarry  
6 Oak Street  
Lancaster, ON K0C 1N0  
Attention: General Manager Infrastructure

16.4 Each of the Parties may change the address, which they have stipulated in this Agreement by notifying in writing the other party of the new address, and such change shall be deemed to take effect fifteen (15) calendar days after receipt of such notice.

## 17. **Special Conditions**

17.1 As a condition precedent to initial disbursement:

- (a) the Recipient agrees to provide the Minister an officer's certificate executed by an officer of the Recipient in the form prescribed by the Minister which includes certified copies of the Recipient's constating documents, by-laws and the resolution authorising the entering into of this Agreement; and,
- (b) the Recipient shall arrange pre-authorized payments or such other method of payment, as requested in writing by the Minister.

17.2 **Renewal of Representations.** It is a condition precedent to any disbursement under this Agreement that the representations and warranties contained in this Agreement are true at the time of payment and that the Recipient is not in default of compliance with any terms of this Agreement.

**18. Acceptance**

**The Recipient agrees that unless the Minister receives a duly executed duplicate copy of this Agreement within thirty (30) calendar days of the date of execution by the Minister, this Agreement is revocable at the discretion of the Minister.**

IN WITNESS WHEREOF the Parties hereto have executed this Agreement through authorized representatives.

Project Nos.: **807783, 808116**

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA**

Per: 

Date: APR 11 2016

Federal Economic Development Agency  
for Southern Ontario

**RECIPIENT**

Per: \_\_\_\_\_

Date: \_\_\_\_\_

I have authority to bind the Recipient.

Per: \_\_\_\_\_

Date: \_\_\_\_\_

I have authority to bind the Recipient.

**Annex 1A****CANADA 150 COMMUNITY INFRASTRUCTURE PROGRAM****807783****STATEMENT OF WORK**

Recipient: The Corporation of the Township of South Glengarry

Project Title: Renovation of Legion Hall/Community Centre

Project Location: 119 Military Road, Lancaster, K0C 1N0

**PROJECT DESCRIPTION:**

The project work will include:

- replacing floor and ceiling tiles;
- rebuilding approximately 2 barrier free washrooms;
- renovating the kitchen including structural upgrades, relocating and upgrading the natural gas range and ventilation system, and replacing counter tops;
- creating a barrier free entrance;
- replacing interior lighting and installing an audio/visual system with power screen;
- relocating the natural gas furnace and replacing the air conditioning unit; and,
- replacing exterior siding and approximately 2 windows and an exterior door.

Estimated date of commencement: April 4, 2016

Estimated date of Substantial Completion: March 31, 2017

**FEDEDEV ONTARIO CONTRIBUTION BY FISCAL YEAR**

<b>2016/2017</b>	<b>2017/2018</b>	<b>Total</b>
\$50,000	\$0	\$50,000



**807783****PROJECT COSTS AND FINANCING:**

<b>CAPITAL</b>		
<b>Eligible Costs</b>		
<b>Costs</b>	<b>Amount</b>	
Planning/Design/ Engineering	\$5,000	
Repair/Construction	\$90,000	
Project Management	\$5,000	
Other	\$0	
Contingency	\$0	
<b>Total Eligible Costs (TEC)</b>	<b>\$100,000</b>	
<b>Financing</b>	<b>Amount</b>	<b>% TEC</b>
FedDev Ontario Contribution	\$50,000	50.00%
Other Federal Contribution	\$0	0.0%
Recipient Contribution	\$25,000	25.00%
Other (Royal Canadian Legion Branch 544, Lancaster Ontario)	\$25,000	25.00%
Other (specify source)	\$0	0.0%
<b>Sub-Total Financing TEC</b>	<b>\$100,000</b>	<b>100.00%</b>
<b>Ineligible Components</b>		

<b>STACKING LIMITS</b>	
<b>STACKING – CAPITAL</b>	
Total Eligible Costs	\$100,000
Total Government Contributions (Federal, Provincial, and Municipal)	\$75,000
Estimated Investment Tax Credits	\$0
Contribution subject to Stacking %	\$75,000
Stacking %	75.00%
Stacking Limit	100.00%

**Please Note:**

- 1) Eligible Costs include the amount of the harmonized sales tax (HST), net of any refund or eligible credits due from the Canada Revenue Agency
- 2) The list of ineligible components shown is not exhaustive.
- 3) The Recipient shall not redirect funding between cost categories without prior written consent of the Minister.
- 4) Incremental costs (i.e. employees and/or materials and/or equipment) have been approved up to the following maximum amounts, which are included in the Total Eligible Costs indicated above:

**Employees: \$0**  
**Materials: \$0**  
**Equipment: \$0**

**Annex 1B**

**CANADA 150 COMMUNITY INFRASTRUCTURE PROGRAM**

**808116**

**STATEMENT OF WORK**

Recipient: The Corporation of the Township of South Glengarry

Project Title: Rehabilitation of Char-Lan Recreation Centre Spectator Viewing Area

Project Location: 19740 John Street, Williamstown, K0C 2J0

**PROJECT DESCRIPTION:**

The project work includes:

- replacing the glass, the framework supporting the glass, the puckboard, and the cladding frame; and,
- installing a vapour barrier and insulation.

Estimated date of commencement: April 15, 2016

Estimated date of Substantial Completion: May 31, 2016

**FEDEDEV ONTARIO CONTRIBUTION BY FISCAL YEAR**

<b>2016/2017</b>	<b>2017/2018</b>	<b>Total</b>
\$30,000	\$0	\$30,000

**808116**

**PROJECT COSTS AND FINANCING:**

<b>CAPITAL</b>		
<b>Eligible Costs</b>		
<b>Costs</b>	<b>Amount</b>	
Planning/Design/ Engineering	\$10,000	
Repair/Construction	\$50,000	
Project Management	\$0	
Other	\$0	
Contingency	\$0	
<b>Total Eligible Costs (TEC)</b>	<b>\$60,000</b>	
<b>Financing</b>	<b>Amount</b>	<b>% TEC</b>
FedDev Ontario Contribution	\$30,000	50.00%
Other Federal Contribution	\$0	0.0%
Recipient Contribution	\$30,000	50.00%
Other (specify source)	\$0	0%
Other (specify source)	\$0	0.0%
<b>Sub-Total Financing TEC</b>	<b>\$60,000</b>	<b>100.00%</b>
<b>Ineligible Components</b>		

<b>STACKING LIMITS</b>	
<b>STACKING – CAPITAL</b>	
Total Eligible Costs	\$60,000
Total Government Contributions (Federal, Provincial, and Municipal)	\$60,000
Estimated Investment Tax Credits	\$0
Contribution subject to Stacking %	\$60,000
Stacking %	100.00%
Stacking Limit	100.00%

**Please Note:**

- 1) Eligible Costs include the amount of the harmonized sales tax (HST), net of any refund or eligible credits due from the Canada Revenue Agency
- 2) The list of ineligible components shown is not exhaustive.
- 3) The Recipient shall not redirect funding between cost categories without prior written consent of the Minister.
- 4) Incremental costs (i.e. employees and/or materials and/or equipment) have been approved up to the following maximum amounts, which are included in the Total Eligible Costs indicated above:

**Employees: \$0**  
**Materials: \$0**  
**Equipment: \$0**

## Annex 2

# CANADA 150 COMMUNITY INFRASTRUCTURE PROGRAM

## COSTING GUIDELINE MEMORANDUM

### **1.0 General Conditions**

- 1.1 Costs are Eligible Costs for the purposes of this Agreement only if they are, in the opinion of the Minister,
- (a) directly related to the intent of the Project,
  - (b) reasonable,
  - (c) appear in Annex 1 - Statement of Work,
  - (d) incurred in respect of activities, which are incremental to the usual activities of the Recipient, and
  - (e) constitute Eligible Costs as defined in Section 2.0 of this Annex.
- 1.2 Costs submitted for reimbursement must be net of any refund or eligible tax credits (including HST). In order to have the HST approved as an Eligible Cost, the Recipient will be required to provide documentation verifying the organization's status under the relevant tax legislation.

### **2.0 Eligible Costs**

Eligible Costs may only include the following:

- (a) project costs incurred between the Eligibility Date and the Program Completion Date;
- (b) fees paid to professionals, technical personnel, consultants and contractors specifically engaged for the purpose of the Project;
- (c) costs of environmental assessments, mitigation measures, monitoring, and follow-up programs as required by the *Canadian Environmental Assessment Act*, 2012 or equivalent legislation;
- (d) costs of any public announcement and official ceremony, or of any temporary or permanent signage as further described in Subsection 2.2 below;
- (e) other costs that are considered to be direct and necessary for the successful implementation of the Project and that have been approved in advance, and in writing, by the Minister; and

- (f) for Local Governments and First Nations government, incremental costs listed in Subsection 2.1 below.

## 2.1 Employee, Material and Equipment costs

While these costs are not normally eligible for reimbursement, the incremental costs of the Recipient's employees, materials or equipment may be included in its Eligible Costs under the following conditions:

- (a) the Recipient is a Local Government or a First Nation's government; and
- (b) the Recipient satisfies the Minister that it is not economically feasible to tender a contract; and
- (c) employees, material or equipment are employed directly in respect of the work that would have been the subject of the contract; and
- (d) costs are approved in advance and in writing by the Minister, and are included in Annex 1 – Statement of Work.

## 2.2 Communications

- (a) For the purposes of events, Eligible Costs include the following:
  - Printing and mailing invitations;
  - Light refreshments, such as coffee, tea, juice, donuts, muffins, snacks;
  - Project material for display and/or media kit;
  - Signage; and,
  - Rentals such as: flagpoles, stage, chairs, podium, PA system.
- (b) For the purposes of Project signage, Eligible Costs include reasonable costs incurred to produce signage.

## 3.0 Ineligible Costs

Costs related to the following items are ineligible costs:

- (a) Project Costs incurred before the Eligibility Date and after the Program Completion Date;
- (b) services or works that, in the opinion of the Minister, are normally provided by the Recipient or a related party;
- (c) salaries and other employment benefits of any employees of the Recipient except as indicated in Subsection 2.1 above;

- (d) the Recipient's overhead costs, its direct or indirect operating or administrative costs, and more specifically, its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff;
- (e) cost of feasibility and planning studies;
- (f) taxes for which the Recipient is eligible for a tax rebate and all other costs eligible for rebates;
- (g) any loan interest or other finance charges;
- (h) cost of land or any interest therein (including easements), and related costs;
- (i) legal fees;
- (j) cost of leasing of equipment by the recipient except for as indicated in Subsection 2.1 above;
- (k) temporary installations;
- (l) moveable equipment, including but not limited to motorized vehicles, furniture, computers and sports equipment;
- (m) the value of any goods and services which are received through donations or in kind;
- (n) costs for food and entertainment except as indicated in Subsection 2.2 above;
- (o) routine maintenance costs; and,
- (p) for the purposes of communications events, Ineligible Costs include the following: alcoholic beverages, china, waiters, guest mileage or transportation, wine glasses, lamps, tea wagons, plants, gifts, and honorariums.

## Annex 3

**CANADA 150 COMMUNITY INFRASTRUCTURE PROGRAM****REPORTING REQUIREMENTS**

1. **Semi-annual Progress Reports.** All approved recipients will be required to submit semi-annual progress reports until project completion, substantially in the form prescribed by the Minister and satisfactory to the Minister in scope and detail, in order to allow the Minister to assess the progress of each project. The progress report should detail progress on the implementation of the project, and amounts received through the agreement, amounts expended on approved projects, and an overall update on the project status. These reports are due April 15<sup>th</sup> and October 15<sup>th</sup> for the six month periods ending March 31<sup>st</sup> and September 30<sup>th</sup> respectively.
2. **Final Reporting Requirements.** In accordance with Subsection 6.4, the Recipient shall submit to the Minister a Final Report, a Final Review, and a Statement of Total Government Assistance for each project subject to this Agreement, substantially in the form prescribed by the Minister and satisfactory to the Minister in scope and detail, in order to allow the Minister to assess the outcome of the project.
3. **Recognition of Funding.** In order to acknowledge the Government of Canada's support for the CIP 150 project, the Recipient will be required to submit photograph(s) of the required signage as outlined in guidance that will be provided to recipients.

**Annex 4**

**CANADA 150 COMMUNITY INFRASTRUCTURE PROGRAM**

**FEDERAL VISIBILITY REQUIREMENTS**

1. The Recipient agrees that its name, the amount of the Contribution and a description of the general nature of the activities supported under this Agreement may be made publicly available by the Minister.
2. In order to promote the support received from the Minister, and to raise awareness of the Canada 150 Infrastructure Program, the Recipient agrees to the following requirements, at the request of the Agency:
  - (a) Participate in and assist with coordination of a public announcement of the Agreement by the Minister in the form of an event and/or news release as provided by the Minister. The Recipient shall maintain the confidentiality of this Agreement until such public announcement;
  - (b) Coordinate a mutually agreeable venue, date and time, in light of the availability of the Minister, for public/media events outlining project achievements, such as groundbreaking or completion ceremonies, or initiatives undertaken by the Recipient and acknowledging the role of the Minister on these occasions. Unless otherwise agreed to in advance by the Minister, no event will take place without at least fifteen (15) business days' notice to the Minister;
  - (c) Participate in, coordinate and accommodate activities that showcase the results or expected results of the Minister's support, including but not limited to public showcase events, site visits, photo opportunities, production of promotional products (including but not limited to, photos and images, video, print and new media). This includes providing access to the Recipient's work site(s) to the Agency staff. The Recipient agrees that the Minister may contact it for the purposes of preparing project success stories;
  - (d) When providing information on the products and services funded in whole or in part by this Agreement, specify that the financial assistance is made possible through a contribution from the Minister;
  - (e) Prominently display in a manner prescribed by the Minister, promotional material or signage according to a design specified by the Minister and produced and installed at the Recipient's expense, communicating the nature of the funded activities and/or the involvement of the Minister; and
  - (f) Include acknowledgement, in a manner prescribed by the Minister, in all publications and advertising describing or promoting the products and services



funded in whole or in part by this Agreement, including, but not limited to, electronic media (web, television, video), and print media (signs, print advertising, brochures, magazines, maps, posters). The Recipient will consult with the Minister in preparing the content and look of all such material, which must be approved in advance. The Recipient will provide the Agency with no less than ten (10) business days for the approval of all materials prior to its release.

The Minister may, by notice in writing given to the Recipient, require that recognition of the support provided by the Minister not be made in any public communication of the Recipient.

The first part of the paper discusses the importance of the study. It highlights the need for a comprehensive understanding of the subject matter. The second part of the paper presents the methodology used in the study. It describes the data collection process and the statistical analysis performed. The third part of the paper discusses the results of the study. It presents the findings of the research and compares them with previous studies. The fourth part of the paper discusses the conclusions of the study. It summarizes the main findings and provides recommendations for future research.

The study was conducted using a quantitative research design. Data was collected from a sample of 100 participants. The data was analyzed using statistical software. The results of the study are presented in the following table:

Variable	Mean	Standard Deviation
Variable 1	1.2	0.5
Variable 2	1.5	0.6
Variable 3	1.8	0.7
Variable 4	2.1	0.8
Variable 5	2.4	0.9
Variable 6	2.7	1.0
Variable 7	3.0	1.1
Variable 8	3.3	1.2
Variable 9	3.6	1.3
Variable 10	3.9	1.4



## **STAFF REPORT**

**S.R. No. 59-16**

**PREPARED BY:** Joanne Haley, GM- CS

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

**COUNCIL DATE:** April 25, 2016

**SUBJECT:** Plouffe- White Zoning By-Law Amendment

### **BACKGROUND:**

1. On January 28, 2016, the Township accepted a zoning amendment application to rezone the subject property from Residential One (R-1) and Flood Plain Holding (FP-H) to Open Space- Exception One (OS-1) and Flood Plain (FP) to permit a conservation use only and to reduce the minimum lot frontage from 30 meters (98.4ft.) to 12.2 meters (40 ft.).
2. The subject property is located on the south side of County Road 2, Glen Walter; it is approximately 125.79 square meters in size and will be used for water front access only.
3. The surrounding land uses consist of single detached dwellings to the west and north, vacant lands directly to the east followed by single detached dwellings and the St. Lawrence River to the south.

### **ANALYSIS:**

4. Section 2 of the Planning Act outlines those land use matters that are of provincial interest to which all planning decisions shall have regard. The provincial interest that apply to this site is; the protection of ecological systems, including natural areas, features and functions. In addition, the Planning Act requires that all planning decisions be consistent with the Provincial Policy Statement (PPS), a document that provides further policies on matters of provincial interest related to land use development. This proposed amendment is consistent with Part V, Section 1.0 of the PPS- Building Strong Healthy Communities.
5. The property was recently provisionally created by consent under the Planning Act subject to conditions; one condition was to rezone the property to Open Space and to reduce the minimum lot frontage as per the consent request and approval. According to the consent application, the newly created lot is to be transferred to the applicant's son.
6. 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 March 8, 2016. No written comments from the public were received by the Township. The Raisin Region Conservation Authority has reviewed this application and has no concerns.

7. A Planning Advisory Committee Meeting was held on March 30, 2016; PAC recommended to Council to approve the zoning amendment application providing that the subject parcel be legally tied to and not sold separately from the parcel located on the north side of County Road 2 currently owned by the applicant's son. Unfortunately, extensive research has revealed that this is not legally guaranteed.
8. The Ontario Planning Act requires all complete zoning Amendment applications to be processed and a decision to be made within 120 days of receipt of a complete application. This process will be completed within the prescribed time frame.

**ALIGNMENT WITH STRATEGIC PLAN:**

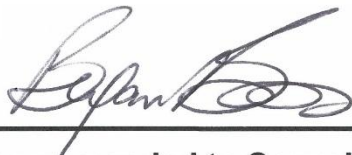
N/A

**IMPACT ON 2016 BUDGET:**

Nil

**RECOMMENDATION:**

BE IT RESOLVED THAT STAFF REPORT NO. 59 -16 be received and By-law No.35-16, being a by-law to amend by-law 38-09, the Comprehensive Zoning By-law for the Township of South Glengarry, for the property legally described as part of lots 8 & 9, Concession 1 Broken Front, IL, being a portion of part 2 on Registered Plan 14R-3507 in the former Township of Charlottenburgh, now in the Township of South Glengarry, County of Glengarry be rezoned from Residential One (R-1) and Flood Plain Holding (FP-H) to Open Space- Exception One (OS-1) and Flood Plain (FP) to permit a conservation use only and to reduce the minimum lot frontage from 30 meters (98.4ft.) to 12.2 meters (40 ft.) be read a first, second and third time, passed, signed and sealed in Open Council this 25th Day of April 2016.



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

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

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

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

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

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

**THAT** the area affected by this by-law is legally described as Part of Lots 8 & 9, Concession 1 Broken Front, I.L. being a portion of Part 2 on Registered Plan 14R-3507 in the former Township of Charlottenburgh, now in the Township of South Glengarry, County of Glengarry, as indicated on Schedule "A" attached hereto and forming part of this by-law.

**THAT** the property located at Part of Lots 8 & 9, Concession 1 Broken Front, I.L. being a portion of Part 2 on Registered Plan 14R-3507 in the former Township of Charlottenburgh, now in the Township of South Glengarry, County of Glengarry be rezoned from Residential One (R-1) and Flood Plain Holding (FP-H) to Open Space- Exception One (OS-1) and Flood Plain (FP) to permit a conservation use only and to reduce the minimum lot frontage from 30 meters (98.4ft.) to 12.2 meters (40 ft.).

2. **THAT** all other applicable provisions of by-law 38-09, as amended, shall continue to apply.
3. **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 25th DAY OF APRIL, 2016.***

**MAYOR:**

**CLERK:**

## **BY-LAW 00-16**

### **EXPLANATORY NOTE**

This is an amendment to zoning By-law 38-09, which is the zoning by-law of the Township of South Glengarry. The purpose of this Amendment is to rezone the subject property from Residential One (R-1) and Flood Plain Holding (FP-H) to Open Space- Exception One (OS-1) and Flood Plain (FP) to permit a conservation use only and to reduce the minimum lot frontage from 30 meters (98.4ft.) to 12.2 meters (40 ft.).

**Schedule “A”**



Lands to be zoned Open  
Space- Exception One  
(OS-1) and Flood Plain  
(FP)

**This is Schedule “A” to By-law 00-16  
Adopted this 25th day of April, 2016**

**Township of  
South Glengarry**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Clerk**



**April 12, 2016**

**MINUTES OF**  
**COMMITTEE OF ADJUSTMENT**

**Township of South Glengarry**

A meeting of the Committee of Adjustment was held at 5:00 pm on April 12, 2016 in the Council Chambers at the municipal building in Lancaster, Ontario.

Committee Members present were: Bill McKenzie, Chair, Linda Allison, Peter Lebrun, and Secretary- Treasurer Joanne Haley.

Regrets: Barbara Menard

Absent: Councillor Lyle Warden

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

Yvette Dupuis, Laurier Dupuis, Eleanor Waters, Cameron MacLachlan, Gordon Ferguson & Clark McQuaig.

Meeting was called to order at 5:01pm

**MOVED BY:** Peter LeBrun

**SECONDED BY:** Linda Alison

**BE IT RESOLVED THAT** the Committee of Adjustment meeting of April 12, 2016 is hereby called to order.

**CARRIED**

**Approval of Agenda**

**MOVED BY:** Peter LeBrun

**SECONDED BY:** Linda Alison

**BE IT RESOLVED THAT** the Agenda be approved as circulated.





**CARRIED**

**Approval of Minutes As Amended**

**MOVED BY:** Linda Alison

**SECONDED BY:** Peter Lebrun

**BE IT RESOLVED THAT** the minutes of the January 18, 2016 meeting be approved.  
**CARRIED**

**Review of Applications**

**Application A-04-16- St. Andrew's Presbyterian Church, Agent- Cameron MacLachlan**

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

- The subject property recently received Provisional Approval for a Consent Application
- 6384 Calvin Street, South Lancaster
- Property owned by the St. Andrew's Presbyterian Church
- Structures are owned by Mr. MacLachlan
- The property is Designated Urban Settlement Area- Residential District
- The subject property is zoned Residential Two
- The applicant is requesting relief from the minimum lot area of 450 square meters, minimum lot frontage of 15 meters, minimum side yard and rear yard setbacks for an accessory structure of 1.2 meters as per Part 6.2 and Part 3.1 of the Zoning By-Law 38-09 to permit a developed lot to be created with a minimum lot area of 404.7 square meters, a minimum lot frontage of 14.69 meters, a minimum side yard of 0.09 meters and a minimum rear yard of 0.85 meters to accommodate an existing structure
- No Comments from the public have been received to date
- Staff have no objections to this application

Mrs. Waters provided a history of her property (is an abutting property owner) and explained that her property was originally surveyed in 1975.

Mr. McCuaig- Trustee from the St. Andrew's Presbyterian Church expressed his concerns with the aesthetics of the property and explained that the church is often unhappy with the tenants of the subject property.

Mr. Ferguson asked if the Committee were to approve this application does it set a precedent. Mr. Lebrun responded that it does not.



**MOVED BY:** Peter Lebrun  
**SECONDED BY:** Linda Allison

**BE IT RESOLVED THAT** Minor Variance Application A-04-16 is approved as the variance is considered minor in nature, desirable for the use of the land and in keeping with the general intent of the Township's Official Plan and Zoning By-Law.

**CARRIED**

**CARRIED**

**Adjournment**

**BE IT RESOLVED THAT** the meeting of April 12, 2016 be adjourned to the call of the Chair @ 5:26 pm.

## CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY

**MOVED BY:**

No.

**SECONDED BY:**

Date:

**BE IT RESOLVED THAT** the Township of South Glengarry does recognize the importance of Emergency Management in Ontario and the goal of Emergency Preparedness Week is to raise community awareness and the need to be prepared within 72 hours for the possibility of an **emergency**;

**AND WHEREAS** during Emergency Preparedness Week, Ontario residents will identify and learn about risk in their communities and how they can protect themselves Knowing the potential hazards and risks you face, planning ahead and being prepared are the best steps to ensure that you and your family will survive an emergency or disaster;

**AND WHEREAS** Although focused on personal preparedness, Emergency Preparedness Week also carries messages for business owners, municipal officials and utility operators; ensuring business continuity and updating emergency plans are all just as crucial in assuring community preparedness;

**AND WHEREAS** all levels of government have an important role to play in emergency preparedness and response, but ultimately, emergency preparedness is the responsibility of each and every one of us;

**NOW THEREFORE I**, Mayor Ian McLeod, do hereby proclaim the week of May 1– 7, 2016, as **‘Emergency Preparedness Week’** in the Township of South Glengarry, and encourage all citizens to begin today and learn how to prepare now for a safer tomorrow.

Carried

---

Mayor Ian McLeod

## DIVISION VOTE

YEAS	MAYOR, DEPUTY MAYOR, AND COUNCIL	NAYS

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

**MOVED BY:**

No.

**SECONDED BY:**

Date: *April 25, 2016*

**BE IT RESOLVED THAT the Council of the Township of South Glengarry hold a Special Meeting of Council to review the Stormont, Dundas and Glengarry Official Plan on May 4, 2016 at 7:00 pm in Council Chambers.**

Carried

---

Mayor Ian McLeod

### **DIVISION VOTE**

<b>YEAS</b>	<b>MAYOR, DEPUTY MAYOR, AND COUNCIL</b>	<b>NAYS</b>

## CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY

MOVED BY:

No.

SECONDED BY:

Date:

BE IT RESOLVED THAT

### ***International Building Safety Month Proclamation 2016***

*Whereas May, 2016 is recognized as International Building Safety Month,*

*And whereas the Municipalities of Ontario are encouraged to support and recognize the critical role their Building Departments and Building Officials play in maintaining and improving public safety,*

*And whereas the Municipal Building Departments of Ontario have been involved in extensive training upgrades to meet the new regulatory requirements of the Ontario Building Code Act,*

*And whereas the Ontario Building Officials Association continually represents the needs of Building Departments and their Municipalities,*

*And whereas the Ontario Building Officials Association has developed an International Building Safety Month promotional poster to promote the profession of Building Official,*

*And whereas this council deems it appropriate to recognize the dedication and commitment of its Building Department Staff,*

*Be it therefore resolved that the Council of the Township of South Glengarry hereby proclaims May, 2016 as **International Building Safety Month** and further, it acknowledges the professionalism of its Building Officials and their dedication to Public Safety.*

Carried

---

Mayor Ian McLeod

## DIVISION VOTE

YEAS	MAYOR, DEPUTY MAYOR, AND COUNCIL	NAYS





*The Glengarry Celtic Music Hall of Fame*

Box 1314, Alexandria, On. K0C 1A0

April 6, 2016

Mayor Ian McLeod &  
Members of South Glengarry Council  
6 Oak Street, Box 220  
Lancaster, Ontario  
K0C 1N0



On Friday, May 27, 2016 *The Glengarry Celtic Music Hall of Fame* will be hosting its thirteenth Induction Dinner at the Bonnie Glen Pavilion. We hope that as in past years you will come and share the evening with us.

As thanks for your continued support, we have included five complimentary tickets for the evening. Please let me know by **May 13** who, if anyone, will be using the tickets; we have a limited number of tickets available and they are usually sold out quickly. If additional tickets are required, they will be on sale at the **Glengarry Celtic Music Hall of Fame in Williamstown and the Alexandria Curling Club on Tuesday & Wednesday, May 3 & 4 from 10 am to 2 pm.** . The evening includes cocktails at 6:00, a sit-down dinner at 7:00, followed by the formal induction of this year's honourees and ending with local entertainers.

This year's Inductees are: living, Neil MacDonell, David MacPhee, John Paul Vachon and groups, The Glen Orchestra and the MacQueen Family.

We hope to see you there.

Yours truly,

Ann MacPhee, Secretary  
(525-1763)



## Marilyn LeBrun

---

**From:** Julie Secours [jsecours@giag.ca]  
**Sent:** April-15-16 11:58 AM  
**To:** Marilyn LeBrun  
**Cc:** Kelli Campeau  
**Subject:** Business for Breakfast - request for partnership

Good morning Marilyn,

We would appreciate if you could kindly share this email with your Council at the next meeting.

GIAG Employment Services is organizing its **10<sup>th</sup> Employers' Breakfast** and we are spicing up the name to **"Business for Breakfast"** which will better represent the self-employed, non for profit agencies and other genres of businesses. The event will be held **Tuesday May 31<sup>st</sup> from 7:30 to 9 am** at the Bonnie Glen Pavilion, Alexandria ON.

"Business for Breakfast" gathers business people from Glengarry and gives them the opportunity to enjoy a free breakfast, exchange ideas and network with other business and community agency representatives.

The guest list has grown longer after having popular local speakers such as Roxanne Lauzon (May 2015) and Mélanie Willard (Oct 2015). We are in the process of finding a speaker for this one coming in May.

We would like to invite the **Township of South Glengarry** to be our partner for the **next 2 breakfasts** (May and September 2016). We have been offering this event for free in recognition of local businesses' collaboration and we would like to continue doing so. We would appreciate your consideration in partnering with us. A financial contribution would help us pay for the hall, food and guest speaker (if applicable). May we suggest \$500? Your logo will be included in all advertising material.

The formidable feedback we receive from our attendees and their suggestions for future topics encourage us to continue the event. According to our recent surveys, the most popular comments were:

- Great to meet other business people from the area
- Good choice of speakers, very motivational, very informative
- Recognition awards, a nice gesture
- Very impressed with the number and diversity of attendees
- Networking is always most important
- Always well organized
- Food is awesome as usual!

GIAG is very excited to start planning the Business for Breakfast. A confirmation of your partnership and financial support would be really appreciated and this, at your earliest convenience.

Best Regards,

Julie Secours  
 Job Developer  
 Agente de développement



Employment Services - Services d'emploi

☎ (613) 525-1533 ext. 220

📠 (613) 525-4699

✉ [jsecours@giag.ca](mailto:jsecours@giag.ca)



The Corporation of the Township of  
**NORTH STORMONT**  
**RESOLUTION**

Date: April 12, 2016

Part 1

Resolution No. 609

**MOVED BY:**

Deputy Mayor Bill McGimpsey ☐  
 Councillor Jim Wert ☒  
 Councillor François Landry ☐  
 Councillor Randy Douglas ☐

**SECONDED BY:**

Deputy Mayor Bill McGimpsey ☐  
 Councillor Jim Wert ☐  
 Councillor François Landry ☐  
 Councillor Randy Douglas ☒

**WHEREAS** the OEB file **EB-2015-0179** (dated July 23, 2015) application and pre-filed evidence from Union Gas Limited is seeking approval of its proposed Community Expansion Program with intent to support the expansion of infrastructure necessary to provide natural gas to communities that would otherwise not receive natural gas service (Rural areas);

**WHEREAS** the Ontario Energy Board issued a Notice for Public Hearing **EB-2016-004** (dated January 2016) regarding OEB's intent to review the following issues in May 2016:

1. Should the OEB implement new ratemaking mechanisms including changes to current economic tests to encourage utilities to expand natural gas distribution service to new communities? If so, what should these new mechanisms be?
2. Should the OEB consider imposing conditions or making other changes to Municipal Franchise Agreements and Certificates of Public Convenience and Necessity to reduce barriers to natural gas expansion?
3. Does the OEB have the authority to require the ratepayers of one utility to subsidize the costs of another utility to expand into new communities? If so, under what circumstances (if any) would this be appropriate?

**WHEREAS** the Eastern Ontario Warden's Caucus's letter of comment (dated April 6, 2016) regarding the Ontario Energy Board's Generic Proceeding EB-2016-004 with intent for the Warden Caucus to support the initial application from Union Gas (EB-2015-0179) and also similar entities that wish to expand natural gas service to rural and remote communities;

**WHEREAS** the Township of North Stormont has signed a 20 year Franchise Agreement with Enbridge and has attempt many communications with them to have natural gas service in the ~~West~~ part of our Township without any responses or actions being taken by Enbridge;

WEST  
EAST

**FOR**

**AGAINST**

Recorded Vote:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

CARRIED:

*Mayor*

DEFEATED:

*Mayor*

Declaration of Conflict of interest:

- ☐ Disclosed His/Her/Their interest  
☐ Vacated His/Her/Their Seat  
☐ Deferred

*[Signature]*  
 CAO/Clerk



The Corporation of the Township of  
**NORTH STORMONT**  
**RESOLUTION**

Date: April 12, 2016

Part 2

Resolution No. 609

**MOVED BY:**

Deputy Mayor Bill McGimpsey ☐  
 Councillor Jim Wert ☒  
 Councillor François Landry ☐  
 Councillor Randy Douglas ☐

**SECONDED BY:**

Deputy Mayor Bill McGimpsey ☐  
 Councillor Jim Wert ☐  
 Councillor François Landry ☐  
 Councillor Randy Douglas ☒

**WHEREAS** the West part of the Township of North Stormont is being served by Union Gas and that the separation is even made on the West side of a road (**serviced by Union Gas**) versus the East side of the same road (**unserved by Enbridge**);

**WHEREAS** the Township of North Stormont made representation with Union Gas to endeavor possible development of the natural gas services on the East side of the Township;

**THEREFORE BE IT RESOLVED** by the Council of Township of North Stormont that the OEB examine the proposal to expand natural gas services and make it available to all of Eastern Ontario rural areas such as the United Counties of Stormont, Dundas & Glengarry and the United Counties of Prescott-Russell as it is vital to our Economic Development and to Business expansion and retention as well as the increase of employability in our sector.

**AND BE IT ALSO RESOLVED** <sup>✓</sup> **THAT** this resolution supports the letter of comment sent to the Ontario Energy Board by the Eastern Ontario Warden's Caucus.

**AND BE IT FURTHER RESOLVED THAT** this resolution be circulated to all municipal and regional councils in Ontario requesting that they endorse and support this resolution and communicate their support to the Premier, the OEB and the Ministers of Economic Development, Employment and Infrastructure, Energy, and Agriculture and Rural Affairs.

Passed by the Council of the Township of North Stormont on April 12, 2016

**FOR**

**AGAINST**

Recorded Vote:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

CARRIED:

Mayor

DEFEATED:

\_\_\_\_\_  
 Mayor

Declaration of Conflict of interest: \_\_\_\_\_

- ☐ Disclosed His/Her/Their interest  
☐ Vacated His/Her/Their Seat  
☐ Deferred

CAO/Clerk



Eastern Ontario Wardens' Caucus

c/o County of Renfrew, 9 International Drive, Pembroke, ON K8A 6W5

Pembroke, April 6, 2016

Kirsten Walli, Board Secretary  
Ontario Energy Board  
2300 Yonge St.  
PO Box 2319  
Toronto, Ontario M4P 1E4

**Re: Ontario Energy Board Generic Proceeding EB-2016-004**

Dear Ms. Walli,

Regarding the Ontario Energy Board's Generic Proceeding EB-2016-004, the Eastern Ontario Wardens' Caucus would like to provide the following submission as a letter of comment.

As an organization representing the interests of municipal taxpayers in rural Eastern Ontario, the EOWC supports the initial application from Union Gas (EB-2015-0179) to expand natural gas service to rural and remote communities. Beyond that, however, the EOWC also supports any similar efforts from other entities, such as Enbridge Gas, that wish to provide natural gas services to rural and remote communities that do not currently have access to such services.

The expansion of the infrastructure required to provide natural gas to rural communities that would otherwise not receive this service would allow for significant economic benefits for every sector: residential, commercial and industrial. Natural gas is the most reliable, efficient, and economical form of energy, but due to the dispersed nature of our population – coupled with our geography and geology – many areas remain underserved or are simply not serviced at all.

As the economic development of our region is a priority issue, the expansion of the natural gas network is of great importance to everyone who lives and does business in rural Eastern Ontario. If certain conditions were put into place, such as those being considered by the Ontario Energy Board, it may become financially feasible to extend natural gas to the EOWC region.

The EOWC is an incorporated non-profit organization comprised of the elected Wardens of the 13 County Councils in rural Eastern Ontario, stretching from Northumberland in the west to the Quebec border in the east, with a combined population of 750,000. In closing, on behalf of the EOWC, I strongly encourage the Board to consider and approve any measures raised in the Generic Proceeding EB-2016-004 that may allow for the provision of natural gas in our region.

Best regards,

Peter Emon  
Chair, 2016, Eastern Ontario Wardens' Caucus

## ONTARIO ENERGY BOARD NOTICE

**The Ontario Energy Board is holding a hearing to consider what mechanisms may be used to recover the costs of expanding natural gas service to Ontario communities that are currently not served.**

**Learn more. Have your say.**

The Ontario Energy Board is commencing a hearing on its own motion to consider what mechanisms may be used to recover the costs of expanding natural gas service to Ontario communities that do not currently have access to natural gas.

In July 2015, Union Gas Limited filed an application (EB-2015-0179) to expand natural gas service to certain rural and remote communities. That application included a proposal to have existing Union Gas Limited customers pay a portion of the costs to connect new customers. The Ontario Energy Board has determined that the requests made by Union Gas Limited in that application raise issues that may be common to any entity that wishes to provide natural gas service to communities that do not currently have access to natural gas service. The Ontario Energy Board will therefore address these issues through a generic proceeding.

The Ontario Energy Board will put the hearing of Union Gas Limited's application (EB-2015-0179) on hold until the generic hearing is complete.

In the generic proceeding, the Ontario Energy Board will consider possible alternative ratemaking frameworks to provide natural gas service to Ontario communities that do not currently have access to natural gas. The OEB plans to seek input from intervenors on exactly what the issues should be. However, broadly speaking the OEB intends to review the following issues:

1. Should the OEB implement new ratemaking mechanisms including changes to current economic tests to encourage utilities to expand natural gas distribution service to new communities? If so, what should these new mechanisms be?
2. Should the OEB consider imposing conditions or making other changes to Municipal Franchise Agreements and Certificates of Public Convenience and Necessity to reduce barriers to natural gas expansion?
3. Does the OEB have the authority to require the ratepayers of one utility to subsidize the costs of another utility to expand into new communities? If so, under what circumstances (if any) would this be appropriate?

To see the detailed draft issues list, please select the file number EB-2016-0004 on the OEB website: [www.ontarioenergyboard.ca/notice](http://www.ontarioenergyboard.ca/notice)

### THE ONTARIO ENERGY BOARD IS HOLDING A PUBLIC HEARING

The Ontario Energy Board (OEB) will hold a public hearing to consider the kind of cost recovery mechanisms that may be appropriate for rural and remote community expansion projects in Ontario. We will hear arguments from parties involved in the process and will decide what, if any, new mechanisms are appropriate.

The OEB will adopt into the record of this proceeding, all evidence filed in EB-2015-0179 that is relevant to the issues to be determined for the generic hearing. The OEB will provide an opportunity for the filing of further evidence in subsequent procedural orders.

The OEB will deem the intervenors in the EB-2015-0179 case to be intervenors in this generic hearing and grants to any such intervenors the same cost eligibility status as was granted in EB-2015-0179.

The OEB is an independent and impartial public agency. We make decisions that serve the public interest. Our goal is to promote a financially viable and efficient energy sector that provides you with reliable energy services at a reasonable cost.

### BE INFORMED AND HAVE YOUR SAY

You have the right to information regarding this application and to be involved in the process.

- You can review this Notice and related documents on the OEB's website now.
- You can sign up to observe the proceeding by receiving OEB documents related to the hearing.
- You can file a letter with your comments which will be considered during the hearing.
- You can become an active participant (called an intervenor). Apply by **February 22, 2016** or the hearing will go ahead without you and you will not receive any further notice of the proceeding.
- At the end of the process, you can review the OEB's decision and its reasons on our website.

### LEARN MORE

Our file number for this case is **EB-2016-0004**. To learn more about this hearing, find instructions on how to file letters or become an intervenor, or to access any document related to this case (including the draft issues list), please select the file number **EB-2016-0004** from the list on the OEB website at [www.ontarioenergyboard.ca/notice](http://www.ontarioenergyboard.ca/notice). You can also phone our Consumer Relations Centre at 1-877-632-2727 with any questions.

### ORAL HEARING

The OEB intends to proceed with an oral hearing for this case.

### PRIVACY

*If you write a letter of comment, your name and the content of your letter will be put on the public record and the OEB website. However, your personal telephone number, home address and email address will be removed. If you are a business, all your information will remain public. If you apply to become an intervenor, all information will be public.*

*This hearing will be held under sections 19 and 36 of the Ontario Energy Board Act, 1998.*



Ontario Energy Board  
Commission de l'énergie  
du Ontario

## Message from the Minister of Labour

I am proud to write today to inform your municipality that Bill 163, the *Supporting Ontario's First Responders Act, 2016*, has passed third reading and received Royal Assent on April 6, 2016. Municipalities across Ontario play a vital role in the delivery of emergency services. Consequently, it is important that municipalities are aware of this critical legislation to support Ontario's first responders.

Over the last decade there has been an increased awareness of the effects of post-traumatic stress disorder (PTSD). We know PTSD can be serious and debilitating, and that first responders are at least twice as likely as the general population to suffer from PTSD.

The Premier asked me to bring forward a plan that addressed prevention of and resiliency to PTSD, and she also asked that we create legislation that makes PTSD a workplace presumption for first responders. First responders put their lives at risk each and every day to keep all of us safe, and it's important we provide our first responders the same unconditional support they provide to us when we need them.

That's why I committed Ontario to becoming a leader in dealing with first-responder PTSD, and we know the solution lies with a comprehensive approach that includes both preventative and legislative measures. The *Supporting Ontario's First Responders Act, 2016* is a key component of that comprehensive strategy. It will provide a presumption that PTSD diagnosed in first responders is work-related, allowing for faster access to WSIB benefits, resources and the timely treatment needed to heal and return to work safely.

The specific groups covered under the PTSD presumption include:

- Police, including First Nations constables, and chiefs of police
- Firefighters (including part-time and volunteer firefighters), including those who are employed or who volunteer to provide fire protection services on a reserve, fire investigators, and fire chiefs
- Paramedics and emergency medical attendants, and ambulance service managers
- Workers involved in dispatching emergency services, including workers who play a role in the chain of communications which lead up to the dispatch for ambulance services, firefighters and police
- Correctional officers/youth services workers (including managers) and workers who provide direct health care services in adult institutional corrections and secure youth justice facilities
- Members of emergency response teams dispatched by a communications officer.

The *Supporting Ontario's First Responders Act, 2016* also amends the *Ministry of Labour Act* to allow the Minister of Labour to collect information about an employer's plans to prevent PTSD and authorizes the Minister to publish those plans. Collecting this information is intended to encourage the development of prevention plans and assess progress in the prevention of PTSD in these workplaces. It will also serve to highlight gaps and inform future prevention initiatives.

I will formally direct certain employers to provide me with information on their workplace post-traumatic stress disorder prevention plans by April 23, 2017. This direction will be published in the *Ontario Gazette*, Volume 149, Issue 17, which will be available at [www.ontario.ca/search/ontario-gazette](http://www.ontario.ca/search/ontario-gazette). Additional information can also be found on the Ministry of Labour website at [www.labour.gov.on.ca/english/hs/ptsd.php](http://www.labour.gov.on.ca/english/hs/ptsd.php).

As your municipality is an employer or is responsible for employers of workers covered under the PTSD presumption, I am advising you of this direction and look forward to receiving information in a timely manner. You are able to determine an approach that reflects your local context, taking into consideration the ways that first responder services are delivered and supported locally. I would request that you forward this correspondence to any administrations that fall within your purview, so they are aware of the direction to submit information and are engaged in the process as appropriate.

Information about prevention plans should be submitted in electronic Word format to [ptsdprevention@ontario.ca](mailto:ptsdprevention@ontario.ca). When submission by this method is not possible, information can be mailed to the Ontario Ministry of Labour, Att: PTSD Prevention Plan, 400 University Avenue, 14th Floor, Toronto, ON, M7A 1T7. Resources to assist in the development of a prevention plan are available online as part of a free online toolkit (see the link below). Should you have any questions, please contact ministry staff at 416-325-4575.

These legislative amendments build on our previously announced PTSD prevention strategy, which includes:

- The creation of a radio and digital campaign aimed at increasing awareness about PTSD among first responders, their families and communities and eliminating the stigma that too often prevents those in need from seeking help
- An annual leadership summit to be hosted by the Minister of Labour to highlight best practices, recognize leaders, and monitor progress in preventing and addressing PTSD
- A free online toolkit at [www.firstrespondersfirst.ca](http://www.firstrespondersfirst.ca) with resources on PTSD tailored to meet the needs of employers and each of the first responder sectors
- Grants for research that supports the prevention of PTSD.

We started on the prevention initiatives in March 2016 with the launch of the public radio and digital awareness campaign, as well as the free online toolkit.

Through the alignment of research, prevention and treatment efforts, Ontario will create a solid and coordinated set of resources to provide the support needed by the brave men and women who put their lives on the line in our time of greatest need. This is the beginning of a new way forward in preventing PTSD and providing support for our first responder community in Ontario. With your help, our government has put in place a strategy that will help protect our dedicated first responders who put themselves in harm's way to ensure our safety.

These changes will positively impact many lives across the province, and will provide our 73,000 first responders and their families some peace of mind.

Please accept my thanks for your support.

Sincerely,

[Original signed by]

Kevin Flynn  
Minister of Labour



## INFORMATION REPORT



**REPORT TO:** Council of South Glengarry

**MEETING DATE:** April 25, 2016

**SUBJECT:** Consent Application B-28-16

**PREPARED BY:** Joanne Haley, GM-CS

**RE: B-28-16**  
**Lot 16, Concession 1**  
**Township of Lancaster**  
**Bell**

**Type of Consent: Technical Consent**

**Subject:**

The subject property is located on Lot 16, Concession 1, civic address 6085 Third Line Road. The purpose of this consent application is to sever the subject parcel to recognize two lots that existed legally prior to them inadvertently merging in 2004. According to a letter authored by Gordon Gauthier of Lamoureux, Gauthier Barristors and Solicitors, the subject parcels became merged into one parcel for Planning Act purposes when both parcels were transferred to the previous owner on August 27, 2004. Only one parcel is developed and occupied today and the other parcel is currently vacant however this parcel used to contain a single detached dwelling before it was destroyed by fire (this may be inaccurate)

**Official Plan Designations:** The subject property is designated and located in the Rural Settlement Area. The proposed consent conforms to the Official Plan.

**Zoning By-law:** The subject property is zoned Residential One (R-1) in the Township of South Glengarry's Zoning By-law. The proposed consent does not conform to all provisions of the zoning by-law therefore a minor variance will be a condition of final consent.

**Proposed Recommendation:**

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

1. A \$200.00 review fee must be paid to the Township of South Glengarry prior to final approval.

2. The applicant will be required to demonstrate that the proposed retained lot can be serviced by a septic system and a well prior to final consent by submitting a site plan of the proposed development including services and a septic system design for a single detached dwelling.
3. A minor variance must be applied for and approved for both the severed and retained parcels prior to final consent to reduce the minimum lot area and minimum lot frontage. A minor variance is also required for the minimum front yard setback for the severed portion; a building location survey may be required to confirm existing setbacks.
4. The Township of South Glengarry will complete a site visit of the severed and retained lands to confirm that there are no issues with the existing septic systems. Further information may be required from the applicant once the site visit is completed. The applicant will be required to contact the Township office to request the site visit and a fee of \$170.00 must be paid prior to the site visit being completed.
5. Road widening must be deeded to the Township on the severed and retained lands.

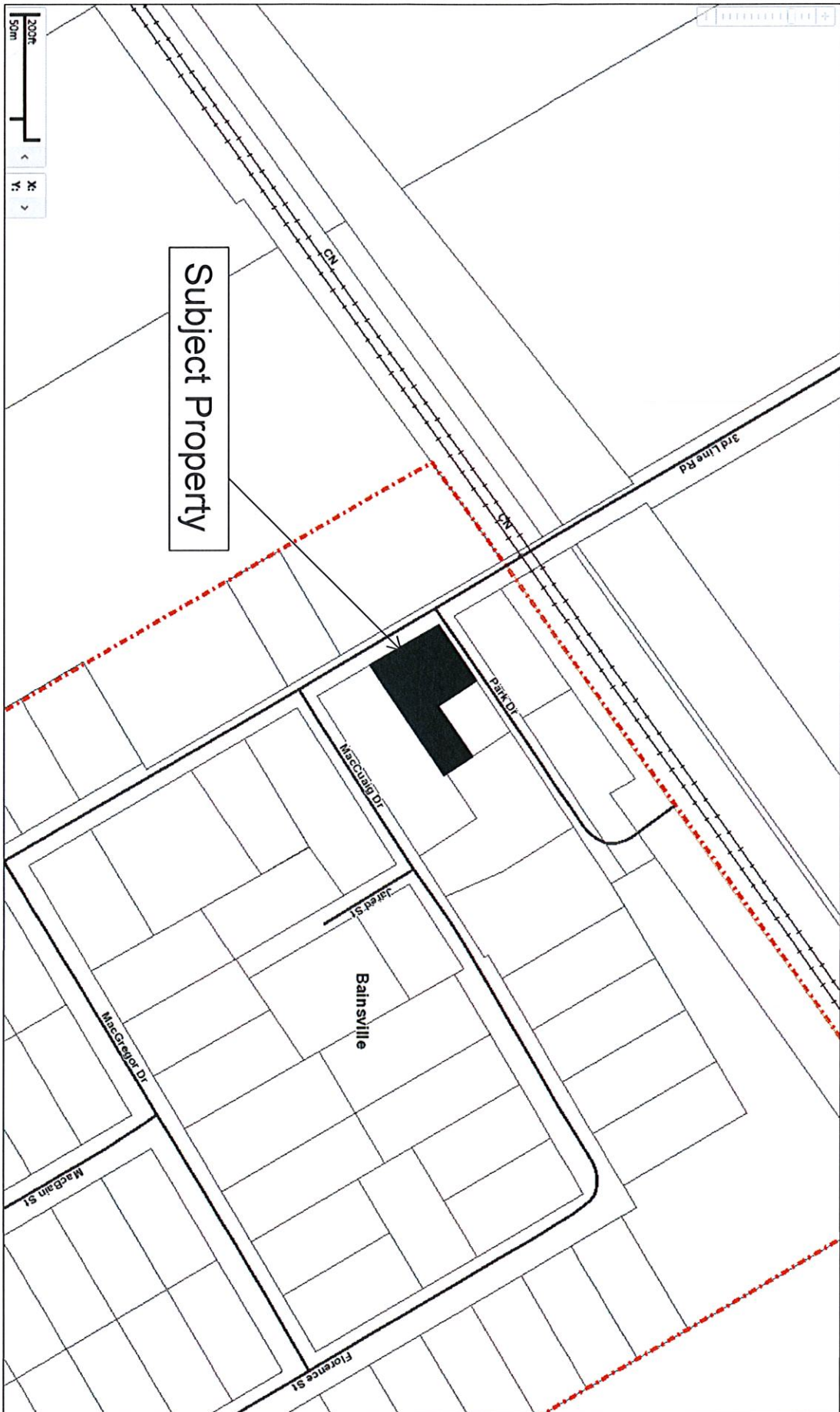
**Respectfully submitted by: Joanne Haley**

**Date: April 18, 2016**

---

**TITLE:**

# Key Map B-28/16



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## INFORMATION REPORT



**REPORT TO:** Council of South Glengarry

**MEETING DATE:** April 25, 2016

**SUBJECT:** Consent Application B-29-16

**PREPARED BY:** Joanne Haley, GM-CS

**RE: B-29-16**  
**Part of Lot 22, Concession 7 NRR**  
**Township of Charlottenburgh**  
**Beaudette**

**Type of Consent: To create a building lot**

**Subject:**

The subject property is located on the south side of Caber Road and is approximately 50 acres in size. The applicant wishes to sever approximately 45 acres of vacant land which could become a building lot and retain approximately 5 acres of land that is residentially.

**Official Plan Designations:** The subject property is designated Rural in the County Official Plan, Section 8.14.13.3. D. I of the County Official Plan indicates that “up to two consents for residential purposes may be granted for a legally conveyable lot, excluding the retained lot where the approval authority is satisfied that a plan of subdivision of the land is not necessary for the proper and orderly development of the land; where the lot existed as of January 1, 1980 and where the land is located in the Rural District as shown on the Land Use Plan Schedules. This proposed consent conforms to the Official Plan.

**Zoning By-law:** The subject property is zoned Rural in the Township of South Glengarry Zoning By-law. This proposed consent conforms to all of the provisions of this Zoning By-law.

**Proposed Recommendation:**

That the County Planner approves this application for consent as it conforms to the Official Plan, Zoning By-law and PPS. This consent will be subject to the following conditions:

1. A Review fee of \$200.00 must be paid to the Township.

2. A \$1,000.00 Parkland Fee must be paid to the Township.
3. The Township of South Glengarry will complete a site visit of the severed and retained lands to confirm that there are no issues with the existing septic system and a proposed septic system. Further information may be required from the applicant once the site visit is completed. The applicant will be required to contact the Township office to request the site visit and a fee of \$170.00 must be paid prior to the site visit being completed.
4. Road widening must be deeded to the Township on both the severed and retained lots.

**Respectfully submitted by: Joanne Haley**

**Date: April 19, 2016**

---

**TITLE: GM-Community Services**



# Key Map B-29/16



Subject Property

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



Wood Lot

28. Names and addresses of abutting landowners within 60 meters (200 feet) of the subject land(s):

("SUBJECT LAND(S)" means the parcel to be SEVERED and the parcel to be RETAINED)

Robert Ross  
19214

Township Road

150'  
SEVERED

RETAINED

Ron Penner  
19230

483'



Rudolf Kovasi  
528-4718

N

Pond

open field grass cut  
APPROX.  
10 AC.

draining ditch

Wooded AREA

APPROX.  
35 AC

3439'

3439'

633'

Wood Lot

Wood Lot

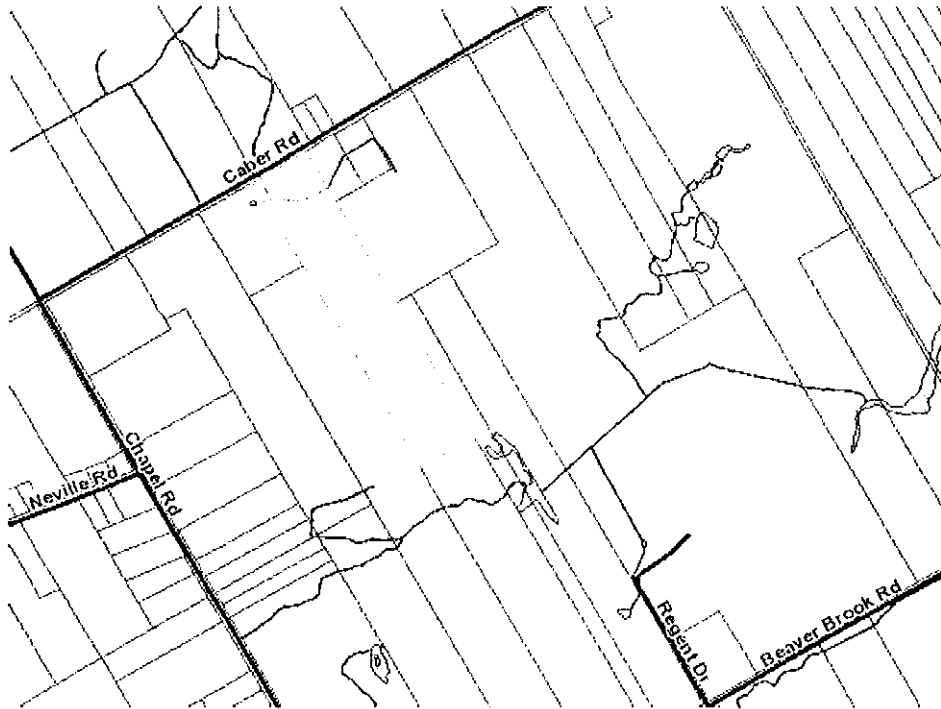
Wood Lot





**0101 023 05010 -**

Report Generated: 4/7/2016 1:04:36 PM



This map is a user generated static output from an Intranet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

## INFORMATION REPORT



**REPORT TO:** Council of South Glengarry

**MEETING DATE:** April 25, 2016

**SUBJECT:** Consent Application B-34-16

**PREPARED BY:** Joanne Haley, GM-CS

**RE: B-34-16**  
**Part of Lot 37, Concession 8**  
**Township of Lancaster**  
**McIntee**

**Type of Consent: Lot Addition and Creation of a Right- of-Way**

**Subject:**

The subject property is located on the south side of County Road 25 and is approximately 36 acres in size. The applicant wishes to sever approximately 41 acres of vacant land which will merge with the abutting property and create a 30 foot right of way on the west side of the retained lands for access purposes. The applicant will retain approximately 5 acres of land that is residentially developed.

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

**Zoning By-law:** The subject property is zoned Rural in the Township of South Glengarry Zoning By-law. This proposed consent conforms to all of the provisions of this Zoning By-law.

**Proposed Recommendation:**

That the County Planner approves this application for consent as it conforms to the Official Plan, Zoning By-law and PPS. This consent will be subject to the following conditions:

1. A Review fee of \$200.00 must be paid to the Township.
2. The Township of South Glengarry will complete a site visit of the retained lands to confirm that there are no issues with the existing septic system. Further information may be required from the applicant once the site visit is completed.

The applicant will be required to contact the Township office to request the site visit and a fee of \$170.00 must be paid prior to the site visit being completed.

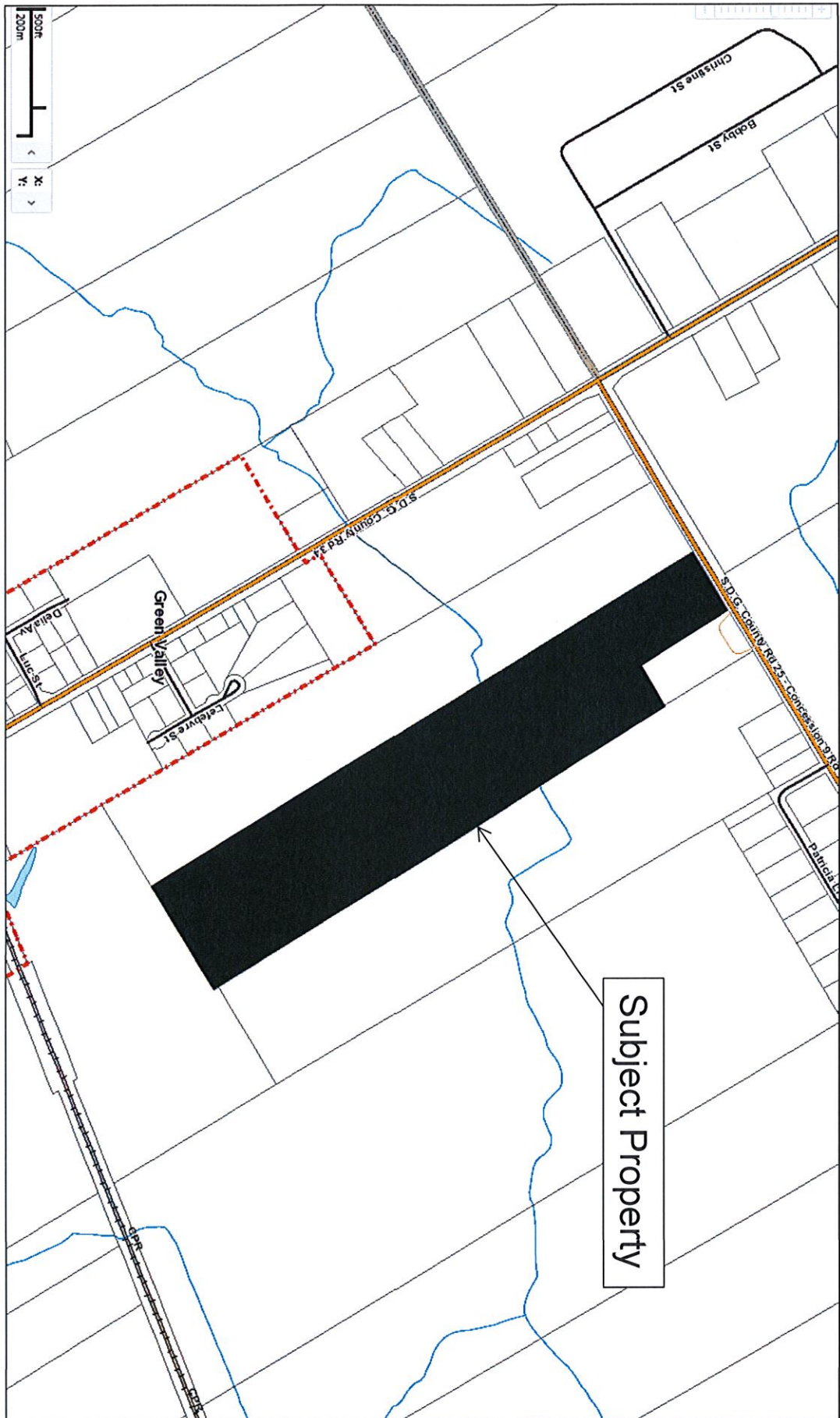
**Respectfully submitted by: Joanne Haley**

**Date: April 19, 2016**

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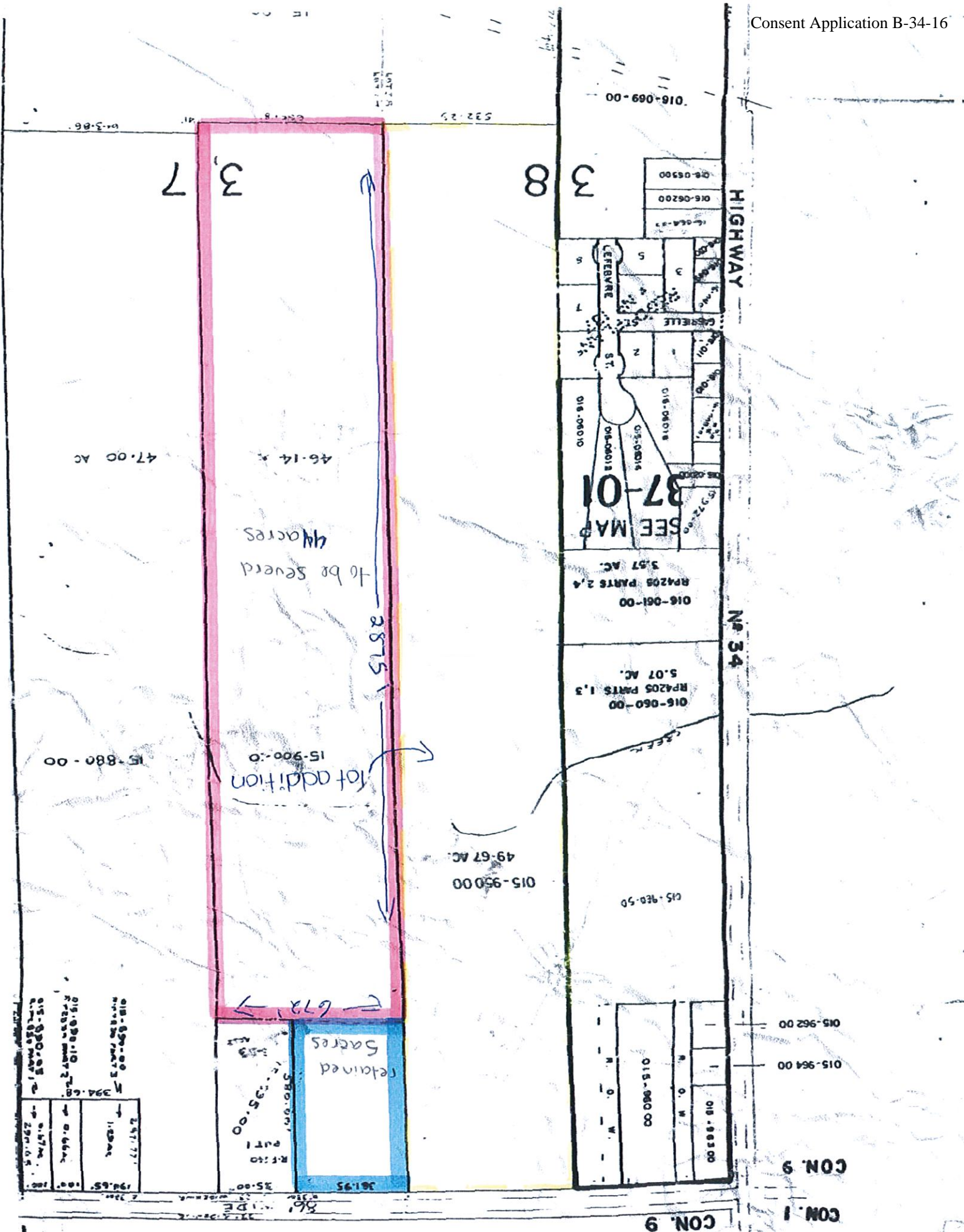
**TITLE: GM-Community Services**

# Key Map B-34/16



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



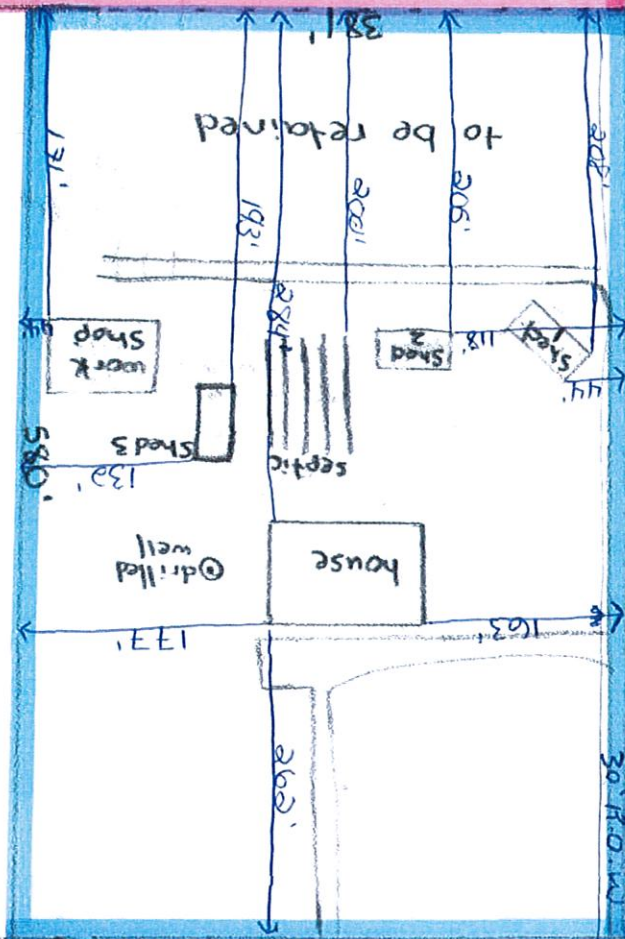




Owner - Jason and Amanda McIntee  
Address - 20394 County road 25  
Alexandria Ontario K0C 1P0  
Lot # 37 Concession # 9 Municipality: South  
Glengarry



area to be severed



Maurice Laframboise

Richard Chabot

Paul Sauve

Maurice Laframboise

Daniel Gauthier

**INFORMATION REPORT**

**REPORT TO:** Council of South Glengarry

**MEETING DATE:** April 25, 2016

**SUBJECT:** Consent Application Summary 2015 & 2016

**PREPARED BY:** Joanne Haley, GM-CS

**CONSENT APPLICATIONS SUMMARY- 2015**

<b>Application #</b>	<b>Recommendation</b>	<b>Decision</b>
B-100-15		
B-104-15	On Hold- Waiting on Information	
B-105-15	On Hold- Waiting on Information	
B-106-15	On Hold- Waiting on Information	
B-113-15	On Hold- Waiting on Information	
B-121-15	Recommended	

<b>Application Number</b>	B-100-15
<b>Date Accepted by SDG</b>	October 7, 2015
<b>Date Received by TWP</b>	October 13, 2015
<b>Date TWP Received Revised Application</b>	March 14, 2016
<b>Name</b>	St. Andrew's Presbyterian Church
<b>Legal</b>	Part Lot 38, Concession 1

<b>To Council</b>	April 11, 2016
<b>To Counties</b>	
<b>Recommendation</b>	
<b>Decision</b>	
<b>Date of Decision</b>	

<b>Application Number</b>	B-104-15
<b>Date Received</b>	October 20, 2015
<b>Name</b>	Heron Bay Corp
<b>Legal</b>	Part Lot 35, Concession 1
<b>To Council</b>	<b>On Hold- Waiting for Information</b>
<b>To Counties</b>	
<b>Recommendation</b>	
<b>Decision</b>	
<b>Date of Decision</b>	

<b>Application Number</b>	B-105-15
<b>Date Received</b>	October 20, 2015
<b>Name</b>	Heron Bay Corp
<b>Legal</b>	Part Lot 35, Concession 1
<b>To Council</b>	<b>On Hold- Waiting for Information</b>
<b>To Counties</b>	
<b>Recommendation</b>	
<b>Decision</b>	
<b>Date of Decision</b>	



<b>Application Number</b>	B-106-15
<b>Date Received</b>	October 20, 2015
<b>Name</b>	Heron Bay Corp
<b>Legal</b>	Part Lot 35, Concession 1
<b>To Council</b>	<b>On Hold- Waiting for Information</b>
<b>To Counties</b>	
<b>Recommendation</b>	
<b>Decision</b>	
<b>Date of Decision</b>	

<b>Application Number</b>	B-113-15
<b>Date Received</b>	November 13, 2015
<b>Name</b>	Catherine Lelievre
<b>Legal</b>	Part Lot 24, Concession 1
<b>To Council</b>	January 11, 2016
<b>To Counties</b>	<b>On Hold- Waiting on Information</b>
<b>Recommendation</b>	
<b>Decision</b>	
<b>Date of Decision</b>	

<b>Application Number</b>	B-121-15
<b>Date Received</b>	November 26, 2015
<b>Name</b>	Casgrain
<b>Legal</b>	Part lot 14, Concession 1 Front

<b>To Council</b>	January 25, 2016
<b>To Counties</b>	February 9, 2016
<b>Recommendation</b>	Recommended providing the applicant owns the land
<b>Decision</b>	
<b>Date of Decision</b>	

### **CONSENT APPLICATIONS SUMMARY- 2016**

	<b>Application #</b>	<b>Recommendation</b>	<b>Decision</b>
1	B-07-17	Recommended	
2	B-10-16	Recommended	
3	B-11-16	Recommended	
4	B-14-16	Recommended	
5	B-15-16	Recommended	
6	B-16-16	On Hold- Waiting on Information	
7	B-19-16	Recommended	
8	B-21-16	Recommended	
9	B-28-16		
10	B-29-16		
11	B-34-16		

<b>Application Number</b>	B-07-16
<b>Date Received</b>	January 21, 2016
<b>Name</b>	Peter & Carol McLeod

<b>Legal</b>	Part Lot 11, Concession 6
<b>To Council</b>	March 8, 2016
<b>To Counties</b>	March 14, 2016
<b>Recommendation</b>	Recommended
<b>Decision</b>	
<b>Date of Decision</b>	

<b>Application Number</b>	B-10-16
<b>Date Received</b>	February 16, 2016
<b>Name</b>	Pierre & Jean Menard
<b>Legal</b>	Part Lot 23, Concession 1
<b>To Council</b>	March 8, 2016
<b>To Counties</b>	March 14, 2016
<b>Recommendation</b>	Recommended
<b>Decision</b>	
<b>Date of Decision</b>	

<b>Application Number</b>	B-11-16
<b>Date Received</b>	February 16, 2016
<b>Name</b>	G. Menard, G Menard- Killoran and J.C. Menard
<b>Legal</b>	Part Lot 23, Concession 1
<b>To Council</b>	March 8, 2016
<b>To Counties</b>	March 14, 2016
<b>Recommendation</b>	Recommended
<b>Decision</b>	

<b>Date of Decision</b>	
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<b>Application Number</b>	B-14-16
<b>Date Received</b>	February 23, 2016
<b>Name</b>	Michel & Paulette Lalonde
<b>Legal</b>	Part Lot 36, Concession 1 NRR
<b>To Council</b>	March 28, 2016
<b>To Counties</b>	March 29, 2016
<b>Recommendation</b>	Recommended
<b>Decision</b>	
<b>Date of Decision</b>	

<b>Application Number</b>	B-15-16
<b>Date Received</b>	February 23, 2016
<b>Name</b>	Michel & Paulette Lalonde
<b>Legal</b>	Part Lot 36, Concession 1 NRR
<b>To Council</b>	March 28, 2016
<b>To Counties</b>	March 29, 2016
<b>Recommendation</b>	Recommended
<b>Decision</b>	
<b>Date of Decision</b>	

<b>Application Number</b>	B-16-16
<b>Date Accepted by SDG</b>	February 18, 2016
<b>Date Received by TWP</b>	February 23, 2016

<b>Date TWP Received Revised Application</b>	March 31, 2016
<b>Name</b>	Don Mac Lachlan & Paul Syrduk
<b>Legal</b>	Lot 28, Registered Plan # 26
<b>To Council</b>	April 11, 2016
<b>To Counties</b>	
<b>Recommendation</b>	
<b>Decision</b>	
<b>Date of Decision</b>	

<b>Application Number</b>	B-19-16
<b>Date Received</b>	March 01, 2016
<b>Name</b>	Quesnel
<b>Legal</b>	Part Lot 34, Concession 7
<b>To Council</b>	March 28, 2016
<b>To Counties</b>	March 29, 2016
<b>Recommendation</b>	Recommended
<b>Decision</b>	
<b>Date of Decision</b>	

<b>Application Number</b>	B-21-16
<b>Date Received</b>	March 10, 2016
<b>Name</b>	MacLachlan
<b>Legal</b>	Part Lot 38, Concession 5
<b>To Council</b>	March 28, 2016

<b>To Counties</b>	March 29, 2016
<b>Recommendation</b>	Recommended
<b>Decision</b>	
<b>Date of Decision</b>	

<b>Application Number</b>	B-26-16
<b>Date Accepted by SDG</b>	March 17, 2016
<b>Date Received by TWP</b>	March 22, 2016
<b>Name</b>	Kerr & Beauchamp
<b>Legal</b>	Part Lot 22, Concession 1
<b>To Council</b>	April 11, 2016
<b>To Counties</b>	
<b>Recommendation</b>	
<b>Decision</b>	
<b>Date of Decision</b>	

<b>Application Number</b>	B-28-16
<b>Date Accepted by SDG</b>	March 31, 2016
<b>Date Received by TWP</b>	April 7, 2016
<b>Name</b>	Bell
<b>Legal</b>	Part Lot 16, Concession 1
<b>To Council</b>	April 25, 2016
<b>To Counties</b>	
<b>Recommendation</b>	
<b>Decision</b>	

<b>Date of Decision</b>	
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<b>Application Number</b>	B-29-16
<b>Date Accepted by SDG</b>	March 31, 2016
<b>Date Received by TWP</b>	April 7, 2016
<b>Name</b>	Beaudette
<b>Legal</b>	Part Lot 22, Concession 7 NRR
<b>To Council</b>	April 25, 2016
<b>To Counties</b>	
<b>Recommendation</b>	
<b>Decision</b>	
<b>Date of Decision</b>	

<b>Application Number</b>	B-34-16
<b>Date Accepted by SDG</b>	April 5, 2016
<b>Date Received by TWP</b>	April 8, 2016
<b>Name</b>	McIntee
<b>Legal</b>	Part Lot 37, Concession 8
<b>To Council</b>	April 25, 2016
<b>To Counties</b>	
<b>Recommendation</b>	
<b>Decision</b>	
<b>Date of Decision</b>	



April, 2016

### County Strategic Priorities:

- Preserve & enhance historical, cultural, tourism & recreational features to maintain quality of life
- Plan for economic development
- Inventory of infrastructure
- Greater local government coordination in delivery of services

### Upcoming Events:

**Council Meeting**  
May 16, 2016

**Committee of the Whole—May 24, 2016**  
1:00 p.m.

**Warden's Golf Tournament-**  
July 15th, 2016

**United Counties of SDG**  
26 Pitt Street  
Cornwall, ON K6J 3P2  
P: 613.932.1515  
F: 613.936.2913  
W: [www.sdgcounties.ca](http://www.sdgcounties.ca)

If interested, a complete copy of any of the reports condensed within this newsletter are available upon request.

**Helen Thomson**  
County Clerk  
613-932-1515 x 203  
[hthomson@SDGcounties.ca](mailto:hthomson@SDGcounties.ca)



# Council News

United Counties of Stormont, Dundas and Glengarry

## Delegations

Joyce Gravelle, Account Manager, Municipal and Stakeholder Relations for the Municipal Property Assessment Corporation (MPAC) provided an update on the 2016 assessment.

Chantal Lalonde and John Towndrow, of Active Transportation Action Group of Transition Cornwall+ provided information on the Group's purpose and activities.

Linda Wilson, Executive Director, Cornwall and the Counties Tourism provided Council with update on first quarter activities.

## Tenders

**Automatic Vehicle Locators—**  
Webtech Wireless—\$18,350.

**Joint Purchase-Professional Engineering Services for Railway Crossing Assessments-**  
AECOM \$317.94 per crossing.

**Joint Tender-Guiderail -**  
Hughson Fencing and Guiderail-County portion-\$146,192.

**Above ground Fuel Storage Tanks—**DTE Industries-\$65,160.

**Joint Tender—Cracksealing—**  
Roadlast Asphalt & Sealing Maintenance Inc.-County portion—\$68,250.00

**Detailed Design-Long Sault Roundabout—DEFERRED**

## By-laws

**By-law No. 5048—**to adopt optional tools for the purposes of administering limits for Commercial, Industrial, and Multi-Residential Property Classes for 2016

**By-law No. 5049-**authorize drainage easement agreement

**By-law No. 5050-**to stop up and close Parts 1, 2, 3, Plan 8R-5518

**By-law No. 5051-**to adopt & ratify

## Bainsville Bay Development

Council authorized staff to accept the Bainsville Bay Development Application. (Official Plan Amendment)

## Key Information

An update was provided on Economic Development activities. CAO Simpson discussed possible dates for Committee of the Whole meeting for Library Strategic Plan review. Information was provided on hospital funding, Bill 8, final 2015 financial position, entrance by-law, road transfer options for County Road 1 and options for surplus asphalt funds.

## Cornwall and the Counties Tourism

Report was provided by CAO Simpson on the governance and services provided by Cornwall and the Counties Tourism, and staff was directed to provide report on bringing the service in-house at the County as part of the Corporate Services Department.



Stormont, Dundas &



Glengarry Highlanders

**REGIMENTAL FOUNDATION**

CORNWALL ARMOURY, 505 FOURTH STREET EAST, CORNWALL, ONTARIO K6H 2J7 - Phone (613) 936-9124

April 4, 2016

Council  
Township of South Glengarry  
6 Oak Street  
Lancaster, Ontario K0C 1N0



**Ontario Heritage Trust Plaque – Colonel Darby Bergin M.D., M.P.**

Mr. Mayor, Mr. Deputy Mayor, and Councillors:

The Stormont, Dundas & Glengarry Highlanders' Regimental Foundation was successful in its application for an Ontario Heritage Trust plaque to recognize the Regiment's first commanding officer, Colonel Darby Bergin M.D., M.P.. Ontario Heritage Trust plans to unveil the plaque at a ceremony at the Cornwall Armoury on the evening of Tuesday, November 8, 2016.

Our Foundation wishes to thank the Township of South Glengarry for their letter of support for our plaque application to the Ontario Heritage Trust.

Ontario Heritage Trust is now developing the details for the unveiling of the plaque. Invitations for the event will be issued by Ontario Heritage Trust in late September.

Sincerely,

William L. Masson CD  
Lieutenant Colonel (Retired)  
Foundation President

**UNFINISHED BUSINESS REPORT****April 25, 2016**

Number	Title	Department	Date	Outcome
1.	Fairview Rd Extension	Infrastructure	January 2016	<i>Nothing to report</i>
2.	Docks on Township Property	CAO	January 2016	<i>Nothing to report</i>
3.	Performance Appraisal/Job Descriptions/Non-Union Policy	CAO	January 2016	<i>Nothing to Report</i>
4.	Glen Walter Fire Hall	Acting Fire Chief	January 2016	Open House on
5.	Old Glen Walter Fire Hall	Infrastructure	March 28, 2016	To be declared surplus
6.	Waste Management Plan	Infrastructure		<i>Nothing to Report</i>
7.	Cornwall Airport Opportunity Analysis	CAO	January, 2016	<i>Nothing to Report</i>
8.	Environmental Assessment for Glen Walter Area	Infrastructure	January, 2016	Will Review RFP in April
9.	Parking Issues- Richmond Rd, Kilkenny, Cannon and Municipal owned parking lots	Infrastructure	January, 2016	Will come to Council 1st meeting in May
10.	Fire Protection Ponds	Infrastructure Services	March 2016	Is at the lawyers for review
11.	Review Outside Mechanical Services	Infrastructure Services	March 2016	Will be at the 1 <sup>st</sup> meeting in May
12.	To Name Street "A"	Infrastructure Services	March 2016	<i>Nothing to Report</i>

**SG-M-16**

**THE CORPORATION OF THE  
TOWNSHIP OF SOUTH GLENGARRY  
BY-LAW No. 36-16  
FOR THE YEAR 2016**

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

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

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

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

1. **THAT** the action of the Council at its regular meeting of April 25, 2016 in respect to each motion passed and taken by the Council at its meetings, is hereby adopted, ratified and confirmed, as if each resolution or other action was adopted, ratified and confirmed by its separate by-law; and;
2. **THAT** the Mayor and the proper officers of the Township of South Glengarry are hereby authorized and directed to do all things necessary to give effect to the said action, or to obtain approvals where required, and except where otherwise provided, The Mayor and the Clerk are hereby directed to execute all documents necessary in that behalf and to affix the corporate seal of the Township to all such documents.
3. **THAT** if due to the inclusion of a particular resolution or resolutions this By-law would be deemed invalid by a court of competent jurisdiction then Section 1 to this By-law shall be deemed to apply to all motions passed except those that would make this By-law invalid.
4. **THAT** where a "Confirming By-law" conflicts with other by-laws the other by-laws shall take precedence. Where a "Confirming By-law" conflicts with another "Confirming By-law" the most recent by-law shall take precedence.

***READ A FIRST, SECOND AND THIRD TIME, PASSED, SIGNED AND  
SEALED IN OPEN COUNCIL THIS 25<sup>th</sup> DAY OF APRIL 2016.***

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