

**TOWNSHIP OF SOUTH GLENGARRY
REGULAR MEETING OF COUNCIL
Council Chambers, Municipal Office
Monday, December 16, 2019 7:00 PM**

Page

- 1. CALL TO ORDER**
- 2. O CANADA**
- 3. APPROVAL OF AGENDA**
 - a) Additions, Deletions or Amendments
All matters listed under For Information Only, are considered to be routine and will be enacted by one motion. Should a Council member wish an alternative action from the proposed recommendation, the Council member shall request that this matter be moved to the appropriate section at this time.
- 4. DECLARATION OF PECUNIARY INTEREST**
 - a) [Pecuniary Interest Form](#) 4
- 5. APPROVAL OF MINUTES**
 - a) [Special Meeting Minutes - December 2, 2019](#) 5 - 6
 - b) [Previous Meeting Minutes - December 2, 2019](#) 7 - 10
- 6. PRESENTATIONS AND DELEGATIONS**
 - a) [EVB Project Updates - Josh Eamon and Marco Vincelli](#) 11 - 33
- 7. NEW BUSINESS**
 - a) **Staff Reports**
 - i. [Water & Sewer Operations RFP - E. MacDonald](#) 34 - 46
 - ii. [Material Recovery Facility Agreement - E. MacDonald](#) 47 - 85
 - iii. [Staffing - Executive Assistant Job Description and Posting - T. Mills](#) 86 - 91

| | | |
|-----------|---|-----------|
| iv. | <u>To Assign Signing Authority - L.McDonald</u> | 92 |
| v. | <u>Multi-Year Accessibility Plan - K.Campeau</u> | 93 - 122 |
| vi. | <u>To Amend the Approved Site Plan for John and Karen Warden - J.Haley</u> | 123 - 139 |
| vii. | <u>CIP Applications and Agreements - J.Haley</u> | 140 - 163 |
| b) | Other Business | |
| i. | <u>By-Law Enforcement 2019 Activity - V.Brunet</u> | 164 - 166 |
| c) | Committee Reports | |
| i. | <u>Cornwall Regional Airport Commission Minutes - November 6, 2019</u> | 167 - 169 |
| ii. | <u>Community Improvement Plan Advisory Committee Minutes - November 27, 2019 CIPAC</u> | 170 - 173 |
| d) | For Information Only | |
| i. | <u>Consent Summary</u> | 174 - 175 |
| ii. | <u>Notice of Consent Decisions</u> | 176 - 188 |
| iii. | <u>Letter - Williamstown Fair Board Thank You to Fire Services</u> | 189 |
| iv. | <u>OPP Newsletter</u> | 190 |
| v. | <u>Support Resolution - Joint and Several Liability Consultation (Hastings Highlands)</u> | 191 - 195 |
| vi. | <u>Resolution - Support of Conservation Authorities (City of Stratford)</u> | 196 - 197 |
| 8. | UNFINISHED BUSINESS | |
| a) | <u>Unfinished Business - December 16, 2019</u> | 198 - 200 |
| 9. | CLOSED SESSION | |
| a) | BE IT RESOLVED THAT Council convene to Closed Session to discuss the following item(s) under Section 239 (2) of The Municipal Act S.O. 2001 | |

(2) A meeting or part of a meeting may be closed to the public if the subject matter being considered is,

(b) personal matters about an identifiable individual, including municipal or local board employees;

- Staff Report 144-2019 - Extension Agreement

10. CONFIRMING BY-LAW

a) [Confirming By-law 76-2019](#)

201

11. ADJOURNMENT



DECLARATION OF PECUNIARY INTEREST

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

Signature

MINUTES

THE SPECIAL MEETING OF THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY WAS HELD IN THE EVENING AT THE TOWNSHIP OFFICE, LANCASTER ON DECEMBER 2, 2019

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

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

1. CALL TO ORDER

Resolution No. 422-2019

Moved by Councillor Jaworski
Seconded by Councillor Lang

BE IT RESOLVED THAT the Special Meeting of the Township of South Glengarry now be opened.

CARRIED

2. APPROVAL OF AGENDA

Resolution No. 423-2019

Moved by Deputy Warden
Seconded by Councillor McDonell

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

CARRIED

3. DECLARATION OF PECUNIARY INTEREST - None

4. CLOSED SESSION

Resolution No. 424-2019

Moved by Councillor McDonell
Seconded by Councillor Jaworski

BE IT RESOLVED THAT the Council of the Township of South Glengarry convene to Closed Session at 6:01pm to discuss the following item(s) under Section 239 (2) of The Municipal Act S.O. 2001:

(2) A meeting or part of a meeting may be closed to the public if the subject matter being considered is,

(d) labour relations or employee negotiations;

-Union Grievance

CARRIED

Resolution No. 425-2019

Moved by Councillor Lang
Seconded by Deputy Warden

THAT Council now rise and reconvene without reporting.

CARRIED

Resolution No. 426-2019

Moved by Councillor McDonell
Seconded by Councillor Jaworski

BE IT RESOLVED THAT solicitor Alan Whyte be directed to carry out all actions as specified in the Closed Session minutes.
CARRIED

5. ADJOURNMENT

Resolution No. 427-2019

Moved by Deputy Warden
Seconded by Councillor Jaworski

BE IT RESOLVED THAT the Council of the Township of South Glengarry adjourn to the call of the chair at 6:41pm.
CARRIED

Mayor

Clerk

MINUTES

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 DECEMBER 2, 2019.

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

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

1. CALL TO ORDER

Resolution No. 428-2019

Moved by Deputy Warden

Seconded by Councillor McDonell

BE IT RESOLVED THAT the December 2, 2019 Council Meeting of the Township of South Glengarry now be opened at 7:00pm.

CARRIED

2. O CANADA

3. APPROVAL OF AGENDA

Resolution No. 429-2019

Moved by Councillor Jaworski

Seconded by Councillor Lang

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

-Additions to Agenda:

-7. a) vi. Staff Report 136- 2019 Supporting Applications for Municipal Modernization Program

-Items Moved to Other Business

-7. b) i) Cornwall Regional Airport Committee Minutes October 2, 2019

-7. b) ii) Letter – CN Grade Crossing

-7. b) iii) Resolution – Single Use Disposable Wipes (Whitchurch-Stouffville)

CARRIED

4. DECLARATION OF PECUNIARY INTEREST - None

5. APPROVAL OF MINUTES

a) Special Meeting Minutes - November 15, 2019

Resolution No. 430-2019

Moved by Councillor McDonell

Seconded by Deputy Warden

BE IT RESOLVED THAT the Minutes of the Special Meeting of the Council of the Township of South Glengarry held on November 15, 2019, including the Closed Session minutes, be adopted as circulated.

CARRIED

b) Previous Meeting Minutes - November 18, 2019

Resolution No. 431-2019

Moved by Councillor Lang

Seconded by Councillor Jaworski

BE IT RESOLVED THAT the Minutes of the Regular Meeting of the Council of the Township of South Glengarry held on November 18, 2019,

including the Closed Session minutes, be adopted as circulated.

CARRIED

- c) Special Meeting Minutes - November 22, 2019

Resolution No. 432-2019

Moved by Deputy Warden

Seconded by Councillor Lang

BE IT RESOLVED THAT the Minutes of the Special Meeting of the Council of the Township of South Glengarry held on November 22, 2019, be adopted as circulated.

CARRIED

- d) Special Meeting Minutes - November 25, 2019

Resolution No. 433-2019

Moved by Councillor McDonell

Seconded by Councillor Jaworski

BE IT RESOLVED THAT the Minutes of the Special Meeting of the Council of the Township of South Glengarry held on November 25, 2019, including the Closed Session minutes, be adopted as circulated.

CARRIED

6. PRESENTATIONS AND DELEGATIONS

- a) Martintown Cenotaph Request - Gerry Dugiud

Mr. Dugiud presented Council with his idea for a small cenotaph in Martintown and sought approval to have the monument located in Ken Barton park. Council requested administration prepare a staff report for a future meeting.

- b) Beyond 21 - Tish Humphries & Rhona Munro

Ms. Humphries and Ms. Munro requested \$30,000 towards renovations for the Beyond 21 hub building. Council deferred to budget deliberations.

7. NEW BUSINESS

- a) Staff Reports

- i) Appointment of Chief Administrative Officer

Resolution No. 434-2019

Moved by Councillor Lang

Seconded by Deputy Warden

BE IT RESOLVED THAT Staff Report 131-2019 be received and that By-law 72-2019, being a by-law to appoint Tim Mill as Chief Administrative Officer for the Township of South Glengarry be read a first, second and third time, passed, signed and sealed in Open Council this 2nd day of December, 2019.

CARRIED

- ii) Triage BR & E Strategic Action Plan

Resolution No. 435-2019

Moved by Councillor Jaworski

Seconded by Councillor McDonell

BE IT RESOLVED THAT Staff Report 132-2019 be received and that the Council of the Township of South Glengarry receives and files the Triage BR & E Strategic Action Plan and directs administration to implement the plan.

CARRIED

- iii) Ice Usage Request for Boxing Day and New Years Day

Resolution No. 436-2019

Moved by Councillor Lang

Seconded by Councillor McDonell

BE IT RESOLVED THAT Staff Report 133-2019 be received and that the Council of the Township of South Glengarry directs Recreation staff to accept bookings for the ice surface at the Char-Lan Recreation Centre on both Boxing Day and New Year's Day 2019.

CARRIED

- iv) Amendment to Primeau Marine & Small Engines Plus Site Plan Control Agreement

Resolution No. 437-2019

Moved by Deputy Warden

Seconded by Councillor Jaworski

BE IT RESOLVED THAT Staff Report 134-2019 be received and that the Council of the Township of South Glengarry approves By-law 73-2019 and the Agreement for the property legally described as part of Lot 2, Concession 1 Front in the geographic Township of Charlottenburgh, now in the Township of South Glengarry, County of Glengarry, also known as 6639 Fraser Road and authorizes the Mayor and Clerk to execute the Agreement.

CARRIED

- v) Support Letter to Cogeco for CRTC Broadband Fund

Resolution No. 438-2019

Moved by Councillor McDonell

Seconded by Councillor Lang

BE IT RESOLVED THAT Staff Report 135-2019 be received and that the Council of the Township of South Glengarry directs the Mayor to execute a letter to Cogeco Connexion to support their submission to the Canadian Radio-Television and Telecommunications Commission Request for Proposal for the Broadband Fund in hopes to improve broadband access in South Glengarry.

CARRIED

- vi) Supporting Applications for Municipal Modernization Program

Resolution No. 439-2019

Moved by Councillor Jaworski

Seconded by Deputy Warden

BE IT RESOLVED THAT Staff Report 136-2019 be received and that the Council of Township of South Glengarry supports the applications to the Municipal Modernization Program for funding for a fire services review, recreation services delivery review, and building services IT study.

CARRIED

- b) Other Business

- i) Cornwall Regional Airport Commission Minutes - October 2, 2019

- ii) Letter – CN Grade Crossing Update

- iii) Resolution – Single Use Disposable Wipes (Whitchurch-Stouffville)

Resolution No. 440-2019

Moved by Councillor Lang

Seconded by Councillor Jaworski

BE IT RESOLVED THAT the Council of the Township of South Glengarry support the resolution passed by the Town of Whitchurch-Stouffville to lobby the Provincial and Federal Governments to ban single-use disposable wipes and that this resolution be forwarded to Prime Minister Justin Trudeau, the Premier Doug Ford, the Minister of the Environment, Conservation and Parks, the Minister of Municipal Affairs and Housing, the Association of Municipalities of Ontario, and to MPP Jim McDonell.

CARRIED

Resolution No. 441-2019

Moved by Councillor Lang

Seconded by Councillor McDonell

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

CARRIED

- c) Committee Reports
- d) For Information Only
- i) Consent Application B-92-19
- ii) Consent Application B-98-19
- iii) Consent Application B-99-19 & B-100-19
- iv) Consent Application B-103-19
- v) Consent Application B-104-19
- vi) Consent Application B-106-19
- vii) Notice of Consent Decisions
- viii) Consent Summary 2019
- ix) SDG Counties - November Council News
- x) OGRA/ROMA Conference Update
- xi) Resolution - Modernizing Building Code (Township of Perry)
- xii) Resolution - Declare Climate Emergency (Amherstburg)
- xiii) Resolution - CN Rail Strike (North Stormont)

8. UNFINISHED BUSINESS

- a) Unfinished Business Listing - December 2, 2019

9. CLOSED SESSION

10. CONFIRMING BY-LAW

Resolution No. 442-2019

Moved by Deputy Warden
Seconded by Councillor Jaworski

BE IT RESOLVED THAT By-law 74-2019 to adopt, confirm and ratify matters dealt with by resolution, be read a first, second and third time, passed, signed and sealed in Open Council.
CARRIED

11. ADJOURNMENT

Resolution No. 443-2019

Moved by Councillor McDonell
Seconded by Deputy Warden

BE IT RESOLVED THAT the Council of the Township of South Glengarry adjourn to the call of the chair at 9:05 pm.
CARRIED

Mayor

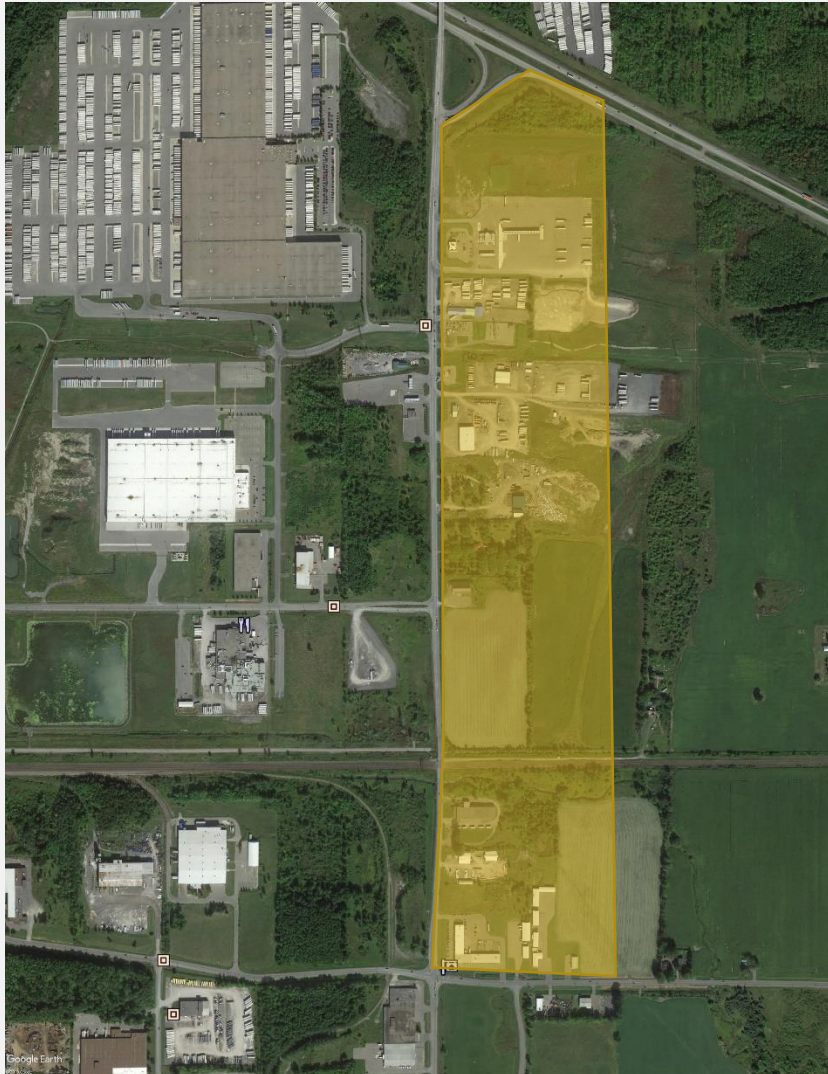
Clerk



BOUNDARY ROAD SERVICING STUDY UPDATE

December 16, 2019

Boundary Road Area



- Capacity requested:
 - Sanitary capacity – average day flow of 1,200 m³/day
 - Water capacity – maximum day flow of 2,400 m³/day
- Equivalent to:
 - 20 m³/ha/day of service area (typical for commercial or light industrial)
 - 3,500 residential population
- As a reference, the City of Cornwall's industrial park current sewage generation is approximately 10 m³/ha/day

City Agreement

1. Capital Charges:

- “To recover their future capital cost arising from incremental infrastructure and existing road infrastructure”
- Applies to Boundary Rd. capital charges only
- Cost: \$140/ha charged annually and adjusted by CPSI annually (to be placed in reserves)

2. Connection Charges

- “To recover the service capacity of existing water and wastewater services being consumed by the development”
- Cost: One-time fee of \$72.13/m² (adjusted by CPSI annually) charged when connecting
- Equates to \$6.76 M payment to City at full build out (2018 dollars)

3. Limitations

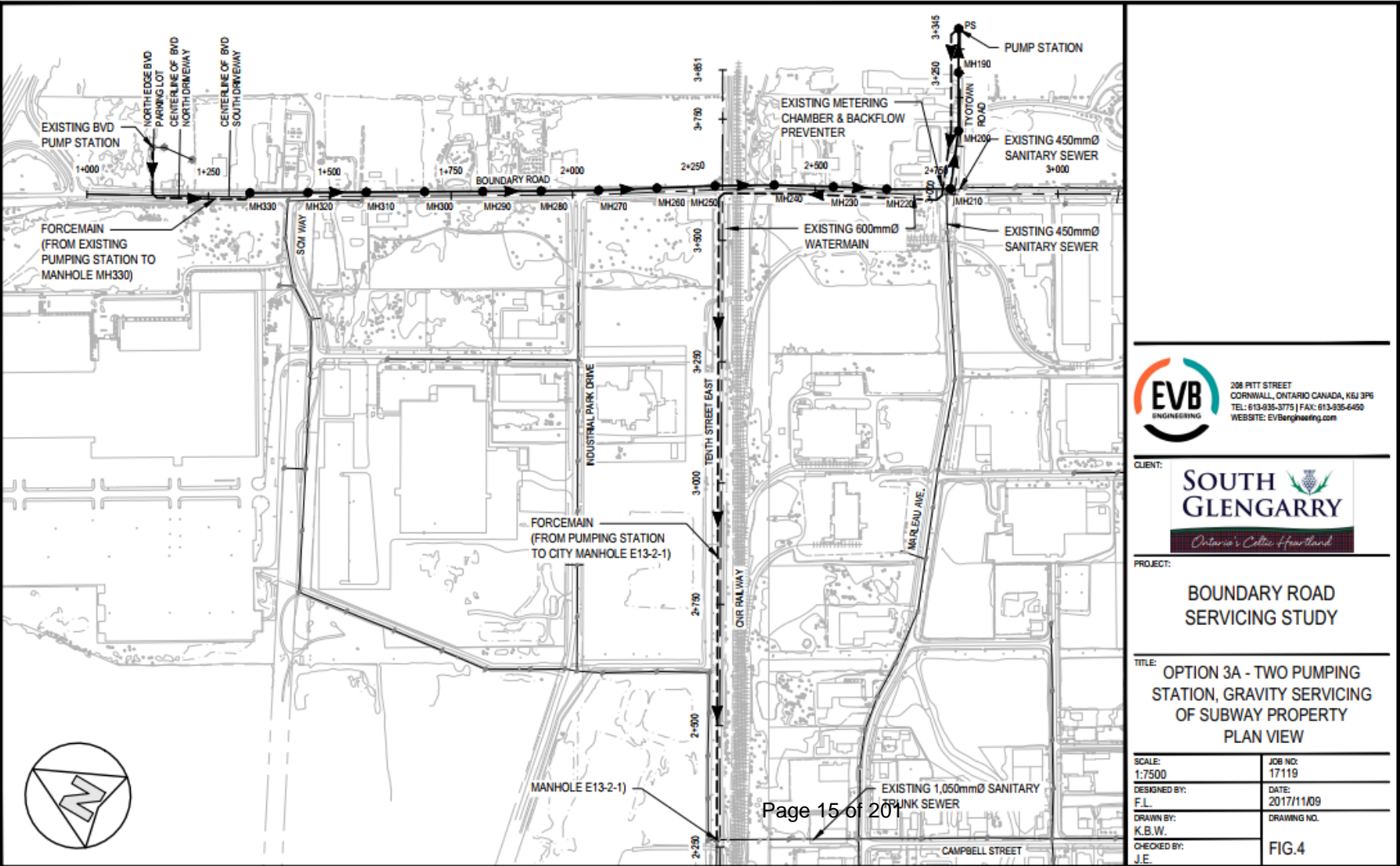
- Services restricted to 60 Ha subject area
- City determines when and where connections occur
- Not for industrial or farm use
- **Township becomes responsible for 50% of future Boundary Road Works**

Options for Servicing Boundary Road Area

The following are options for the servicing of the Boundary Road Corridor:

1. Continue Negotiations with the City of Cornwall for water and wastewater servicing agreement;
2. Provide Municipal Service from an Expanded Glen Walter System; or
3. Individual Private Servicing

Option 1 – City of Cornwall



PROJECT:

**BOUNDARY ROAD
SERVICING STUDY**

TITLE:

**OPTION 3A - TWO PUMPING
STATION, GRAVITY SERVICING
OF SUBWAY PROPERTY
PLAN VIEW**

| | |
|----------------------|---------------------|
| SCALE: 1:7500 | JOB NO: 17119 |
| DESIGNED BY: F.L. | DATE: 2017/11/09 |
| DRAWN BY: K.B.W. | DRAWING NO. |
| CHECKED BY: J.E. | FIG.4 |



Option 1 – City of Cornwall

- Upfront connection costs as well as annual operating costs
- A summary of the capital costs for water and wastewater servicing

| SUMMARY | TO DATE |
|---|----------------------|
| PART 1 – DESIGN | \$ 365,010 |
| PART 2 – COMMUNAL CONSTRUCTION COST | \$ 6,100,194 |
| PART 3 – CONSTRUCTION ADMIN. & INSPECTION | \$ 335,010 |
| PART 4 – CITY CONNECTION CHARGES (assuming full buildout) | \$ 6,760,000 |
| TOTAL ESTIMATED COST | \$ 13,560,213 |

Option 2 – Expand Glen Walter Infrastructure

- Construct same collection and distribution system along Boundary Rd. to service residents as in Option 1
- Extend watermain from Purcell Rd. (at Randy St.)
- Connect forcemain from new pumping station to sanitary sewer on Purcell Rd. (at Randy St.)

Option 2 – Expand Glen Walter Infrastructure

- A summary of the collection and distribution system costs for servicing with this option (excluding treatment plant upgrades)

| SUMMARY | TO DATE |
|---|---------------------|
| PART 1 – DESIGN | \$ 450,683 |
| PART 2 – COMMUNAL CONSTRUCTION COST | \$ 7,813,663 |
| PART 3 – CONSTRUCTION ADMIN. & INSPECTION | \$ 423,183 |
| TOTAL ESTIMATED COST¹ | \$ 8,687,529 |

1 Excludes potential funding from higher levels of government and WTP and WWTP upgrade costs

- Linear infrastructure cost of this option increased by approximately \$1.9M due to longer distances to connect to Township infrastructure

Option 2B – Expand Glen Walter Infrastructure

- To increase Glen Walter treatment systems to match flows requested by City:
 - Increasing water capacity by 2,400 m³/d
 - Increase wastewater capacity by 1,200 m³/d
 - Total cost of expansions of treatment facilities would be \$18.7M
- To increase Glen Walter Treatment systems to meet demands more closely representing current and immediate future development:
 - Increasing water capacity by 300 m³/d
 - Increase wastewater capacity by 150 m³/d
 - Total cost of expansions of treatment facilities would be \$3.5M

Option 3 – Private Services

- Assuming a private on site sewage system with 150 m³/d, a summary of the capital costs for only wastewater servicing:

| SUMMARY | | | TO DATE |
|---|--|--|---------------------|
| PART 1 - DESIGN | | | \$ 208,147 |
| PART 2 – COMMUNAL CONSTRUCTION COST | | | \$ - |
| PART 3 - CONSTRUCTION ADMIN. & INSPECTION | | | \$ 193,147 |
| PART 4 – 150 m ³ /d WASTEWATER TREATMENT PLANT | | | \$ 3,562,933 |
| TOTAL ESTIMATED COST | | | \$ 3,964,226 |

- Private water servicing is dependent on hydrogeological study for the site – may not be possible to meet target water design numbers based on ground water conditions;
- Difficult to estimate cost without further studies.

Comments

- The requested 1,200 m³/d of sewage capacity appears high considering current land use and Glen Walter's current capacity;
- If the 1,200 m³/d flows are an accurate projection for ultimate development area, the most cost efficient means of servicing is from City of Cornwall;
- The Boundary Rd. cost sharing and agreement restrictions on development and types of use may prove to be restrictive;
- Connecting to Glen Walter system provides opportunity for other residents along route to be serviced;
- Sizing the WTP and WWTP for a more reasonable sewage flow for this area may be most cost efficient option;

Next Steps

- Finalize discussions with City to confirm connection charges are non-negotiable, if Boundary Rd. is definitely part of agreement, and if restrictions for use/type of development are firm;
- Decide what capacity should be allocated to catchment area;
- Decide if this catchment area should be included in the Glen Walter Water/Wastewater master plan.



GLEN WALTER MASTER PLAN UPDATE

December 16, 2019

Municipal Servicing Option Summary

| Development Type | 30-Year Plan | 50-Year Plan |
|-------------------------------------|---------------|----------------------------|
| Base Population | 1,163 | 2,318 |
| Growth Population | 1,520 | 6,307 |
| Planning Period | 30 | 50 |
| Growth Rate | 2.83% | 2.67% |
| Total Design Population | 2,683 | 8,625 |
| WTP Design MDF (m ³ /d) | 1,450 | 3,963 |
| WWTP Design ADF (m ³ /d) | 1,350 | 3,504 |
| WTP Cost | \$ 10,780,000 | \$ 22,432,000 |
| Water Storage Cost | \$ 1,770,000 | \$ 3,306,000 |
| WWTP Cost | \$ 13,883,000 | \$ 29,642,000 |
| Total Treatment Cost | \$ 26,433,000 | \$ 55,380,000 ¹ |

1 Cost estimate to implement treatment system for 50-year plan today.

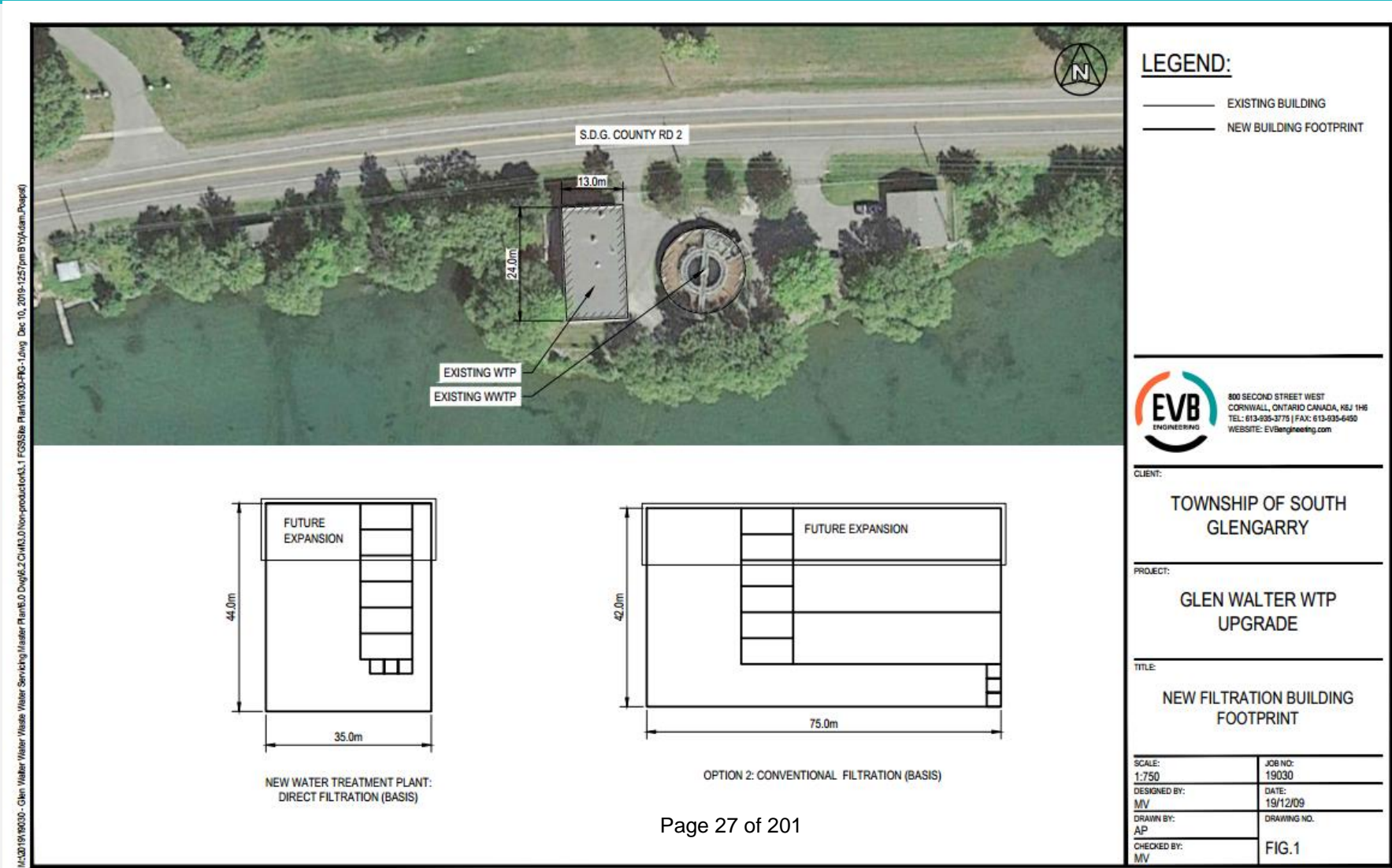
Update on City of Cornwall Option

- On October 23, 2019, a letter was submitted to the City of Cornwall to request consideration for the provision of water and wastewater services to the community of Glen Walter.
- The City of Cornwall responded to our request that they will need up to six months to respond to our request made in the October 23, 2019 letter.

Phasing Water Servicing

- Many different technologies: conventional filtration (i.e. Alexandria), direct filtration (i.e. Glen Walter), ballasted flocculation (i.e. Lancaster), membrane (i.e. Long Sault), etc.
- Phase 1 will service existing core plus Bayview Estates, Sapphire Hills, Place St. Laurent, and infill adjacent to these areas.
- MDF = 2,900 m³/d compared to current 995 m³/d

Phasing Water Servicing



Phasing Wastewater Servicing

- Many different technologies: conventional activated sludge (i.e. Brockville), extended aeration (i.e. Glen Walter), sequencing batch reactors (i.e. Long Sault), membrane bioreactor (i.e. London Ontario – Oxford Rd.), etc.
- Phase 1 will service existing core plus Bayview Estates, Sapphire Hills, Place St. Laurent, and infill adjacent to these areas.
- ADF = 2,600 m³/d compared to current 787 m³/d



Next Steps

- Continue to develop the linear servicing model for water and wastewater.
- Prepare a draft of the Water and Wastewater Servicing Master Plan and wait to initiate the public consultation component until the Township receives a response from the City of Cornwall.
- Potential requirement for a Schedule “C” Environmental Assessment



BRAY STREET PUMPING STATION and GLEN WALTER SEWER AND WATERMAIN LOOPING UPDATE

December 16, 2019



UPDATE

- Project includes looping of watermain, extension of sanitary sewers, and widening/paving of roadways extending:
 - Lawrence St.
 - Kilkenny Cres.
 - Glen Walter Park Rd.



UPDATE

- Upgrades to the Bray St. Pumping Station
 - Replacement of Forcemain with larger diameter;
 - Replacement of pumps, piping and appurtenances;
 - Replacement of all electrical controls and standby generator;
 - Maintaining existing wet-well and control building;
 - Miscellaneous upgrades to existing concrete wet-well;
- Targeting January completion of design;
- Township to submit for ICIP Grant Program (due on January 22, 2020)



STAFF REPORT

S.R. No. 137-2019

PREPARED BY: Ewen MacDonald, GM Infrastructure Services

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: December 16, 2019

SUBJECT: Water & Sewer Operations RFP

BACKGROUND:

1. The Township of South Glengarry provides municipal water and wastewater services to many areas of the Township. These systems include:
 - a) Glen Walter Wastewater Collection and Treatment System
 - b) Glen Walter Water Treatment and Distribution System
 - c) Green Valley Wastewater Collection and Treatment System
 - d) Lancaster Wastewater Collection and Treatment System
 - e) Lancaster Water Treatment and Distribution System
 - f) Redwood Estates Water Treatment and Distribution System
2. In addition to these large municipal systems, the Township owns and operates eleven small drinking water systems:
 - a) Char-Lan Recreation Centre (Filtration and UV Disinfection)
 - b) Martintown Community Centre (Filtration, UV Disinfection, Chlorination)
 - c) North Lancaster Optimist (Filtration and UV Disinfection)
 - d) Celtic Hall of Fame (Ozone)
 - e) Green Valley Community Centre (Filtration and UV Disinfection)
 - f) North Lancaster Fire Station (Filtration and UV Disinfection)
 - g) Glen Walter Regional Park (Filtration and UV Disinfection)
 - h) Jack Danaher Park (No Treatment)
 - i) Nor Westers Museum (Filtration and UV Disinfection)
 - j) Williamstown Fire Station (No Treatment)
 - k) Paul Rozon Park (Filtration and UV Disinfection)
3. All of these systems are operated by Township staff in the Water and Wastewater Operations division. This group includes a Director of Water/Wastewater Operations and three operators.
4. Council directed Administration to determine if this model is the most efficient model in delivering these services to the residents of South Glengarry. EVB



Engineering attended the October 22, 2019 Council meeting and presented an initial analysis. Their presentation is appended to this report.

5. Subsequent to this presentation and per Council's direction, Administration prepared a Request for Proposal (RFP 12-2019) to obtain quotations from Services Providers. The RFP was issued on November 13, 2019 and closed on December 9, 2019. Two proposals were received from Service Providers, including:
 - Caneau Water and Sewage Operations Inc.; and
 - Ontario Clean Water Agency.
6. Administration has not completed a full evaluation of these submissions but would like to provide a summary of the financial submissions in order to obtain direction from Council on how to proceed.

ANALYSIS:

7. The RFP that was prepared was an all-inclusive package which reflected the Township's scope for the provision of this service. The Service Providers were asked to provide a fee proposal that encompassed the provision of labour, vehicles, treatment chemicals, equipment, supplies, 3rd party laboratory analysis, outside services (grass cutting, snow removal, etc.), and other costs.
8. A comparison of the two submissions to the Township's operation is provided in the table below.

| FEE COMPONENT | TOWNSHIP | CANEAU | OCWA | COMMENT |
|-----------------------------------|------------------|------------------|------------------|--|
| Personnel Services | \$366,105 | \$408,024 | \$316,427 | Base fee for personnel wages & benefits |
| Overtime | INCLUDED | \$8,460 | \$16,450 | Based on 188 hours and OT rates provided |
| Vehicle Costs | \$24,560 | \$30,000 | \$31,544 | |
| Chemical Costs | \$53,083 | \$29,842 | \$59,255 | Cost for Alum and Sodium Hypochlorite |
| Equipment | \$14,124 | \$8,474 | \$10,327 | Tools, rental equipment, etc. |
| Materials and Supplies | \$32,300 | \$8,430 | \$34,174 | Equipment for SDWS |
| 3rd Party Laboratory Costs | \$43,126 | \$53,044 | \$23,916 | Would need to verify comprehensiveness |
| Extra Samples | INCLUDED | \$3,660 | \$3660 | Extra Raw and Treated Samples |
| Outside Services | \$17,653 | \$30,871 | \$35,372 | Lawn cutting, snow removal |
| Other Costs | \$12,381 | \$0 | \$22,916 | Travel, Training, Overhead |
| Subtotal | \$563,332 | \$580,805 | \$554,041 | |



9. In addition to the base fee proposal, Service Providers were requested to provide hourly rates for breakdown maintenance and overtime. This information is summarized in the table below.

| Time Period | Township | | CANEAU | | OCWA | |
|-----------------------------|--------------|------------|--------------|----------|--------------|------------|
| | Manager/ ORO | Operator | Manager/ ORO | Operator | Manager/ ORO | Operator |
| Normal Working Hours | NA | NA | \$50/hr | \$30/hr | \$90/hr | \$65/hr |
| Overtime Hours | NA | \$38.43/hr | \$75/hr | \$45/hr | \$132.50/hr | \$87.50/hr |

10. These hourly rates would be assessed to the Township for work that is outside of the typical scope of work defined in the RFP (i.e. after hours watermain break). As the Township's Manager and ORO are on salary there is no additional cost should they be required to work overtime.
11. Please note that this is a summary of the financial submissions received in response of RFP 12-2019. A full evaluation of the submission packages has not yet been undertaken. The RFP reserved the Township's rights to negotiate a revised agreement with the highest ranked Service Provider or cancel the entire RFP.

ALIGNMENT WITH STRATEGIC PLAN:

Goal 3: Strengthen the effectiveness and efficiency of our organization

IMPACT ON 2020 BUDGET:

12. There were not sufficient savings identified through the tendering process to warrant the contracting out of the water and wastewater operations.

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 137-2019 be received and that Council does not award RFP 12-2019 and furthermore, that the Township will maintain providing water and wastewater services utilizing its own staff.



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

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



Water and Wastewater Operations

October 22 , 2019



Review Water and Wastewater Operations

- Two Options
 - Provide services with own forces; or
 - Contract services to private entity.



Local Systems

| Service Provider | Own Forces | Contracted |
|----------------------|---|---|
| Local Municipalities | Brockville Cardinal/Edwardsburg Cornwall Hawkesbury Kingston North Glengarry North Grenville Perth Russell Smiths Falls South Dundas South Glengarry Westport | Alfred-Plantagenet Carleton Place Casselman Champlain Clarence-Rockland East Hawkesbury Gananoque Merrickville Mississippi Mills Nation Municipality North Dundas Prescott South Stormont |

Service Providers

- **Aquatech Water Management Services**
(Larger Presence in Quebec, Closest Operation is Chalk River)
- **Caneau Water and Sewage Operations**
(Presence in Eastern Ontario)
- **Ontario Clean Water Agency**
(Presence in Eastern Ontario)
- **Veolia Operations**
(Closest Operation is Bancroft)

Comparison

- Contracts vary greatly from municipality to municipality.
- Some operations contracts include the supply of chemicals, payment for utilities, laboratory costs, etc.
- Budget Comparison is based on wages & benefits, vehicle cost and equipment (includes equipment purchases and rentals).

Comparison

| Municipality | South Glengarry | Prescott | South Stormont | North Dundas ¹ |
|-----------------------------------|---|---|---|----------------------------------|
| Operating Facilities ² | 3 WTP, 3 WWTP, SPS, 11 Small Systems | 1 WTP, 1 WWTP, 5 SPS, 1 Small System | 1 Regional WTP (LS), 1 WWTP (LS), SPS, WR | 6 Wells, WDS, 2 WT, 2 WR, 2 WWTP |
| # of Connections | 1,150 | 2,900 | 1,500 | 1,850 |
| Operating Staff | (1) Operations Manager, (3) Operators | (1) Operations Manager, (3) Operators, (0.5) Lab Tech/QMS Rep | (1) Operations Manager, (2.5) Operators, (0.5) Lab Tech/QMS Rep | Not Provided |
| Operating Authority | Township | OCWA | Caneau | OCWA |
| 1 | OCWA Contact includes chemical costs and potentially other cost items. North Dundas was not explored any further. | | | |
| 2 | WTP - Water Treatment Plant, WWTP - Wastewater Treatment Plant, SPS - Sewage Pumping Station, WR - Water Reservoirs | | | |

Comparison

| Municipality | South Glengarry ¹ | Prescott | South Stormont | North Dundas ² |
|--|---------------------------------|--------------|----------------|---------------------------|
| Wages + Benefits | \$361,695 | \$367,821 | \$322,020 | \$759,130 |
| Vehicle Costs | \$24,560 | \$47,404 | ³ | |
| Equipment | \$14,124 | \$24,641 | \$9,000 | \$53,000 |
| Cost for WDS and WWC ^{4,5,6} | Included | Non Included | \$74,100 | Unknown |
| Annual Cost | \$400,379 | \$439,866 | \$405,120 | \$812,130 |

1 Wages + Benefits for Administration staff have been removed.

2 OCWA Contract includes chemical costs and potentially other cost items. I did not explore North Dundas Contract any further.

3 Caneau's vehicle cost is rolled into wages + benefits

4 Includes wages, benefits and fleet costs associated with the services.

5 WDS - Water Distribution System, WWC - Wastewater Collection System

6 In South Stormont, the Public Works Department maintains WDS and WWC

Advantages and Disadvantages

| Operations | Municipal Staff | Contracted Services |
|---------------|--|---|
| Advantages | <ul style="list-style-type: none"> • Maintain control of overtime hours • Maintain control of vehicle costs • Maintain control of data and its management • Flexibility in staffing • Continuity of operations • Existing staff operates treatment, collection, distribution, locate service | <ul style="list-style-type: none"> • May provide additional human and equipment resources • Shared risk |
| Disadvantages | <ul style="list-style-type: none"> • Maintain all risk • Maintain and manage adequate staffing levels • Difficult to transition into and out of outsourcing • Labour relations (Union Contract) | <ul style="list-style-type: none"> • Potential added costs for capital work management • If scope of contract is not well defined, there is a potential for increased costs • Contractor may use proprietary software for data management • Potential lay-offs • May need to train public works/recreation staff to maintain small systems |

Overall Findings

- There are equally the number of municipalities in Eastern Ontario that operate their water and wastewater systems utilizing their own forces as compared to contracted services
- Article 27:04 of the current Collective Agreement (expires April 30th, 2022) reads:
 - For such time as this Collective Agreement continues to operate, the Employer agrees that there shall not be contracting out that results in a reduction of regular hours of work or a layoff of present members of the bargaining unit.
- The Township's current operating costs are comparable to other municipalities who have contracted out the services.



STAFF REPORT

S.R. No. 138-2019

PREPARED BY: Ewen MacDonald, GM Infrastructure Services

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: December 16, 2019

SUBJECT: Material Recovery Facility Agreement

BACKGROUND:

1. The current Agreement with the City of Cornwall for the Material Recovery Facility ends on December 31st, 2019.
2. The City hosted a Recycling Partners meeting on October 30th to provide information and a presentation on the costs associated with the processing of recycling materials and that there is a deficit in revenue based on the costs of processing and the changes to the markets for the materials. A copy of this presentation is appended to this report.
3. On November 19th the Township received a letter from the City of Cornwall advising that they would be increasing the per tonne cost for recycling materials from \$55.00 per tonne to \$301.00 per tonne.
4. On December 9th representatives from partner Municipalities met with City of Cornwall representatives to further discuss the reasons for this increase.

ANALYSIS:

5. The City has provided an Agreement for 2020 that would reflect a full cost recovery model with a set processing fee of \$301.00 per tonne. There is also a condition for revenue sharing if the market prices increase for recycling material, particularly plastics.
6. The Agreement includes an out clause where the Township can terminate the Agreement with 30 days notice. The City can terminate the Agreement with 90 days notice.
7. With the uncertainty and changes to the Blue Box Program that will occur over the next 2 to 3 years, it is not anticipated that the market price for recycled materials will increase.



8. Administration will investigate options to have our recycling materials delivered and processed at another Material Recovery Facility for consideration in early 2020 and provide a report to Council with the findings in March 2020.
9. The United Counties and the SDG Municipalities will be developing a Regional Waste Management Strategy in 2020. The changes to the Blue Box Program will be reviewed with the objective to find efficiencies with the Program as the Province moves towards a Circular Economy and Extended Producer Responsibility for recyclable materials.

IMPACT ON 2019 BUDGET:

10. The increase for processing at the City of Cornwall Material Recovery Facility was included in the 2020 Budget presented to Council on November 22nd.
11. The increase based on the 5-year average of 750 tonnes is \$184,500

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 138-2019 be received and that the Township enter into an Agreement with the City of Cornwall for the Processing of Recycling Materials commencing January 1, 2020 and furthermore that the Mayor and Clerk be authorized to sign any relevant documents.

Recommended to Council for
Consideration by:
CAO – TIM MILLS

Regional Recycling Facility

Meeting for 2020 Planning

October 30th 12:00 pm

Municipal Works Boardroom

1225 Ontario Street



Recycling Updates

- CIF has put together a new draft report for us to use for our municipalities and for Senior Administration that deals with the transition of the blue box (included in your package)
- Both reports outline the “next steps for blue box”
- Expected transition period is 2023-2025, Cornwall has a contract with E360S for recycling processing until March 2026.
 - A timeline outlining all of the changes to the blue box is also outlined in your package as well as a glossary of terms.



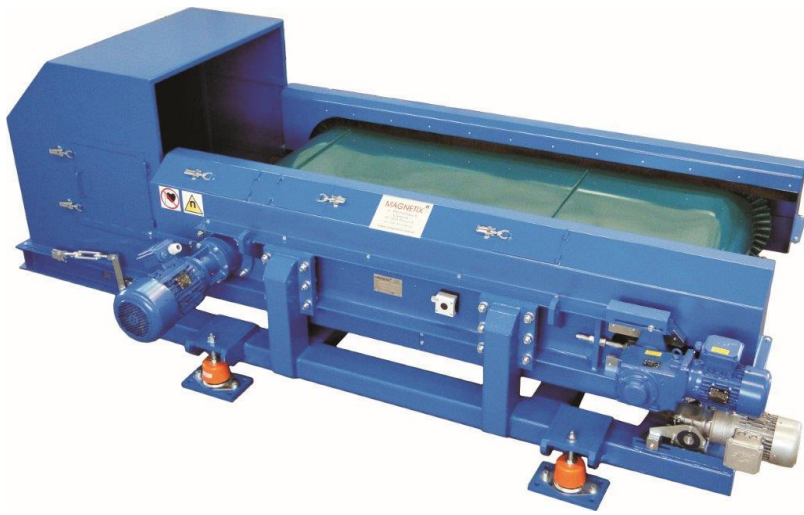
Recycling Updates

- There is a RPRA Consultation for Hazardous Waste on November 3rd from 9:30 am-11:30am followed by a CIF and AMO Update with regards to the blue box transition at the Smith Falls Arena
- For anyone who is interested visit <https://rpra.ca/consultations/current-consultations/mhsw-wind-up-plan/> to sign up for hazardous waste and <https://www.surveygizmo.com/s3/5259245/AMO-CIF-Fall-2019-Blue-Box-Program-Update-sessions> to sign up for the CIF/AMO session



What's going on at the MRF?

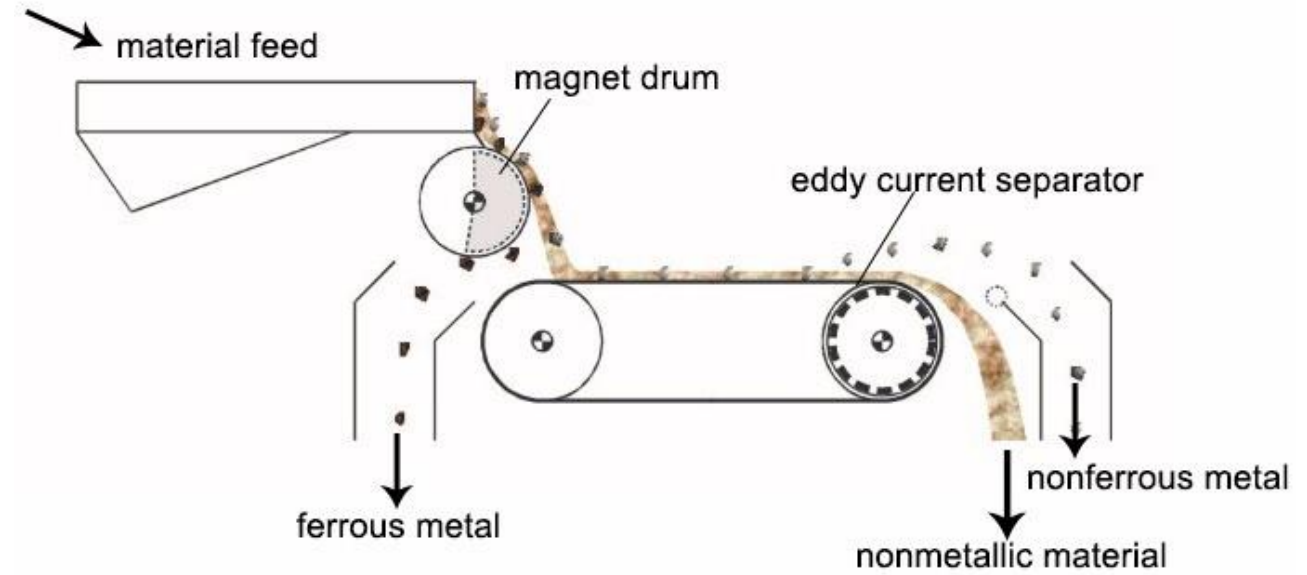
- Big capital investments from E360S
 - Installation of a new magnet to increase Tin/Steel Capture (Dec 2019)
 - Installation of an eddy current to increase Aluminum Capture (Dec 2019)
 - Installation of a Ballistic Separator to assist with separating the streams upon arrival (Feb 2020)
- On track to process over 5,000 tonnes as a region in 2019
 - South Stormont-774 tonnes
 - North Stormont-393 tonnes
 - South Dundas-580 tonne
 - South Glengarry-710 tonnes
 - Akwesasne- 124 tonnes



Picture above represents an eddy current- which captures non-ferrous metal



Picture above represents a magnetic separator which captures ferrous metal



Picture above represents how both separators will work within the Material Recovery Facility

Machinex Ballistic Separator



Recycling Fees in Cornwall

Proposed Changes to Processing Fees for Mixed Single Stream Recycling
for 2020



Recycling Fees Moving Forward

- The next slides contain an overview of 2019 costs and revenues based on projections (using Jan 1- Sept 30 2019)
- All green numbers are those which are **Revenue** to the City of Cornwall
- All red numbers are those which are **Expenses** for the City of Cornwall

Recycling Fees for 2019

Fees paid by Municipalities to the City for Processing (based on Projections)

| Municipality | Tonnage (projected) | Fee | Total (projected) |
|-----------------|---------------------|---------|-------------------|
| South Stormont | 774 | \$55.00 | \$42,598 |
| South Dundas | 580 | \$55.00 | \$31,941 |
| South Glengarry | 710 | \$55.00 | \$39,057 |
| North Stormont | 393 | \$55.00 | \$21,616 |
| Akwesasne | 124 | \$55.00 | \$6,820 |

Recycling Revenue 2019

Revenue the City keeps from other Municipalities tonnage (based on Projections)

| Total Revenue 2019 (Projected) | Total Tonnage 2019 (Projected) | Total Revenue per Tonne 2019 (Projected) |
|--------------------------------|--------------------------------|--|
| \$351,500 | 5,537 | \$63.48 |

| Municipality | Tonnage (based on Projections) | Revenue Per Tonne (based on Projections) | Total Revenue Generated (based on Projections) |
|-----------------|--------------------------------|--|--|
| South Stormont | 774 | \$63.48 | \$49,133.52 |
| South Dundas | 580 | \$63.48 | \$36,818.40 |
| South Glengarry | 710 | \$63.48 | \$45,070.80 |
| North Stormont | 393 | \$63.48 | \$24,947.64 |
| Akwesasne | 124 | \$63.48 | \$7,871.52 |

Recycling Processing Costs for City of Cornwall 2019

Recycling Processing Fees the City pays the Contractor (based on Projections)

| Municipality | Tonnage (projected) | Contractors Fee | Total (projected) |
|-----------------|---------------------|-----------------|-------------------|
| South Stormont | 774 | \$275.00 | \$212,850 |
| South Dundas | 580 | \$275.00 | \$159,500 |
| South Glengarry | 710 | \$275.00 | \$195,250 |
| North Stormont | 393 | \$275.00 | \$108,075 |
| Akwesasne | 124 | \$275.00 | \$34,100 |

Cost to the City of Cornwall 2019

Remaining Fees Covered by the City of Cornwall (based on Projections)

| Municipality | Total Cost to the City of Cornwall (projected- based on Contractor fee \$275) | Total Payment (made by township-projected) | Total Revenue Generated (by tonnage delivered-projected) | Total Cost Remaining-City of Cornwall Covered (projected) |
|-----------------|--|---|---|--|
| South Stormont | \$212,850 | \$42,598 | \$49,133.52 | \$128,118.48 |
| South Dundas | \$159,500 | \$31,941 | \$36,818.40 | \$90,740.60 |
| South Glengarry | \$195,250 | \$39,057 | \$45,070.80 | \$111,122.20 |
| North Stormont | \$108,075 | \$21,616 | \$24,947.64 | \$61,511.36 |
| Akwesasne | \$34,100 | \$6,820 | \$7,871.52 | \$19,408.48 |

Deficits Covered by the City of Cornwall by Year

| Municipality | 2016 | 2017 | 2018 | 2019 (projected) |
|-----------------|-------------|-------------|-------------|------------------|
| South Stormont | \$58,311.51 | \$59,812.05 | \$82,132.39 | \$128,118.48 |
| South Dundas | \$35,724.05 | \$37,426.27 | \$53,693.69 | \$90,740.60 |
| North Stormont | \$0.00 | \$0.00 | \$28,914.02 | \$111,122.20 |
| South Glengarry | \$0.00 | \$0.00 | \$0.00 | \$61,511.36 |
| Akwesasne | \$6,946.22 | \$7,990.81 | \$11,877.30 | \$19,408.48 |

Recycling Fees Moving Forward

- The next slides contain an overview of 2020 costs and revenues based on projections
- All green numbers are those which are **Revenue** to the City of Cornwall
- All red numbers are those which are **Expenses** for the City of Cornwall
- All numbers were generated and reviewed by the CIF and their sub-consultant Eco-Compass and are based on full cost recovery methodology

The Implementation of a Full Cost Recovery Method

Proposed Processing Fee 2020

- The Breakdown:
 - \$301.00 per tonne in 2020:
 - \$281.00 direct to the contractor for processing (annual CPI increase)
 - \$5.50 for Administration (scale use, staff time, insurance)
 - \$14.50 for Capital investments (MRF building, landfill of residual material, baler, belts)

Estimated Costs in 2020

Full Cost Recovery (based on Projections)

| Municipality | Tonnage (projected for 2020) | Fee | Total (projected) |
|-----------------|------------------------------|----------|-------------------|
| South Stormont | 774 | \$301.00 | \$232,974 |
| South Dundas | 580 | \$301.00 | \$174,580 |
| South Glengarry | 710 | \$301.00 | \$213,710 |
| North Stormont | 393 | \$301.00 | \$118,293 |
| Akwesasne | 124 | \$301.00 | \$37,324 |

Recycling Processing Costs for City of Cornwall 2020

Recycling Processing Fees the City will pay the Contractor (based on Projections)

| Municipality | Total Cost to the City of Cornwall (projected- based on Contractor fee \$) | Total Payment (made by township- projected) | Total Cost Remaining-City of Cornwall Covered (projected) |
|-----------------|---|---|--|
| South Stormont | \$232,974 | \$232,974 | \$0.00 |
| South Dundas | \$174,580 | \$174,580 | \$0.00 |
| South Glengarry | \$213,710 | \$213,710 | \$0.00 |
| North Stormont | \$118,293 | \$118,293 | \$0.00 |
| Akwesasne | \$37,324 | \$37,324 | \$0.00 |

Revenue Return Proposal

- Each Municipality will receive a monthly amount after the City of Cornwall receives revenue for the sale of material
- This amount will be based on inbound tonnage
 - For example if the City receives 100 tonnes in the month which sell for \$100.00, and S.Stormont contributed 50 tonnes, they will receive 50% of the revenue, therefore they would receive \$50.00
- Since the market fluctuates throughout the year along with tonnage, a monthly payment seems more representative and fair

Recycling Revenue 2020

Revenue the City will Return to the Other Municipalities based on Market Value (subject to fluctuation, based on Projections)

| Total Revenue 2020 (Projected) | Total Tonnage 2019 (Projected) | Total Revenue per Tonne 2020 (Projected) |
|--------------------------------|--------------------------------|--|
| \$304,535 | 5,537 | \$55.00 |

| Municipality | Tonnage (based on Projections) | Revenue Per Tonne (based on Projections) | Total Revenue Generated (based on Projections) |
|-----------------|--------------------------------|--|--|
| South Stormont | 774 | \$55.00 | \$42,570 |
| South Dundas | 580 | \$55.00 | \$31,900 |
| South Glengarry | 710 | \$55.00 | \$39,050 |
| North Stormont | 393 | \$55.00 | \$21,615 |
| Akwesasne | 124 | \$55.00 | \$6,820 |

Things to keep in mind with increased costs

- RPRA would be obligated to compensate up to 50% of your costs, minus your revenue. So you will receive additional funding
- Your municipality is paying the true cost of a single stream program, there is no subsidization occurring, knowing this number for the transition to producer responsibility will be important moving forward
- Revenues generated from the tonnage will be returned to each municipality based on tonnage.

Questions?

- All costs and revenues in this presentation are subject to review by the City of Cornwall's Financial Services Department
- Final costs and revenues will need City of Cornwall Council Approval before being implemented



Environmental Services
City of Cornwall
Waste Management Department
861 Second Street
P.O Box 877
Cornwall, Ontario
K6H 5T9

November 19, 2019
Township of South Glengarry
6 Oak Street
Lancaster, Ontario
K0C 1N0

Attention: Ewen MacDonald, General Manager of Infrastructure Services

To our Municipal Recycling Partners;

On October 30th 2019, the City of Cornwall's Environmental Services department held a meeting with participating municipalities, which currently utilize the City's Material Recovery Facility (MRF) for processing of their blue box recyclables. During this meeting, the City of Cornwall reviewed its annual recycling facility operations with the municipal partners, including the Township of South Stormont, South Dundas, South Glengarry, and North Stormont, and a representative from the United Counties of Stormont, Dundas, and Glengarry. The City of Cornwall also presented its annual recycling processing expenses and revenues. Through the presentation, the City of Cornwall proposed a new rate structure for 2020, which would be based on a full cost recovery rate, rather than its existing rate structure.

It was discussed that the City of Cornwall could no longer operate its recycling processing facility based on the existing risk based revenue model, wherein the City would charge a small amount to its partner municipalities (\$55.00 per tonne in 2019) for recycling processing and keep the revenue to offset the costs. The City transparently displayed its current costs along with the revenues they have been receiving over the past 4 years. It was discussed that due to the China Sword Initiative, initiated in 2018, Ontario based recycling markets have plummeted to all time lows, dropping from an average of \$115.00 per tonne in 2017 to \$63.00 per tonne in 2019. Due to this significant drop in revenues, the City can no longer subsidize partners for the costs of recycling processing.

The City has proposed a recycling processing fee of \$301.00 per tonne. This fee is comprised of:

| Description: | Fee |
|--|----------|
| Contractor Price for Processing and Marketing Materials | \$281.00 |
| For Administrative Oversight of the Materials | \$5.50 |
| For Capital Investments (Buildings, Scales, and Equipment) | \$14.50 |
| Total | \$301.00 |

The City of Cornwall has been fully transparent with its partner municipalities through this rate re-structuring. On November 12th 2019, City of Cornwall administration provided its Council with the information that participating municipalities were presented on October 30th 2019. As a result,



Environmental Services
City of Cornwall
Waste Management Department
861 Second Street
P.O Box 877
Cornwall, Ontario
K6H 5T9

Council decided that effective January 1st 2020, the City of Cornwall will be adjusting the mixed recyclables processing fee to reflect a full cost recovery rate of \$301.00 per tonne. Council also agreed to share the revenue generated from the sale of the recyclable material on a per tonne basis with municipal partners, subject to fluctuation with market prices for recyclable materials.

This letter serves to inform you and your municipality that the City of Cornwall will be adjusting its rates. Your municipality can thereby choose the following options:

- a. Re-sign with the City of Cornwall, and process your municipalities materials at the Cornwall MRF at the rate of \$301.00 per tonne with revenue sharing based on inbound tonnage. Should this option be chosen; a draft recycling processing agreement is attached for review. Should your municipality decide to continue utilizing the Cornwall MRF, we ask that your municipality enter into an agreement with the Corporation of the City of Cornwall prior to December 31st 2019.*
- b. Provide official notice that your municipality will no longer deliver recyclables to the City's MRF.*

If you should at any time wish to further discuss the fees, review the expenses and revenues, or tour the recycling facility please feel free to contact the Waste Management team at the City of Cornwall to arrange a meeting.

Kind Regards;

Danielle Watson

Waste Management Supervisor
Environmental Services, City of Cornwall
dwatson@cornwall.ca
613-930-2787 ext. 2589

CC:

Carl Goodwin, Division Manager Environment- City of Cornwall

Bill de Wit, Acting General Manager- Infrastructure- City of Cornwall

Tracey Bailey, Chief Financial Officer- City of Cornwall

Maureen Adams, Chief Administrative Officer- City of Cornwall

November XX, 2019

Recycling Processing Service Agreement

THIS AGREEMENT made as of the _____ day of _____, 2018.

BETWEEN:

Corporation of the City of Cornwall
 Having an office at 360 Pitt St
 Cornwall, Ontario K6J 3P9
 Office: 613-937-1777
 Fax: 613-932-4506
 (hereinafter referred to as the "City")

-and-

 Having an office at _____

 Office: _____
 Fax: _____
 (hereinafter referred to as "the Township")

WHEREAS:

- A. the City owns and operates a Material Recovery Facility at 2590 Cornwall Centre Road, Cornwall, Ontario. (the "**MRF**");
- B. the Township requires recycling processing services for their residential recycling program,
- C. in addition to recycling being processed through the City's Material Recovery Facility, the City is willing to provide recycling processing to the Township in exchange for the their commitment to use the Material Recovery Facility for the processing of acceptable recycling generated within the Township_____, collected by the Township's waste management service provider whether the service be provided by the Township of_____, or collected as part of a contracted service that the Township has issued. (the "**Township's Contractor**"); and
- D. the City is not responsible for the manifestation of any waste or recycling that is transported from any other area other than the **Township of**_____.

NOW THEREFORE THIS AGREEMENT WITNESSED THAT, in consideration of the mutual promises hereinafter set out and intending to legally bind the Parties hereto, the Township and the City agree as follows:

November XX, 2019

1. Definitions

Whenever used in this Agreement, the following words and terms have the meanings set out below:

- a. **"Acceptable Recycling Material"** has the meaning ascribed thereto in Section 3 of this Agreement.
- b. **"Agreement"** means this agreement, including all schedules, and all amendments or restatements as permitted.
- c. **"Applicable Laws"** means all statutes, treaties, codes, ordinances, orders, decrees, rules, regulations, permits and by-laws enacted or adopted by a Governmental Authority and all policies, practices and guidelines of any Governmental Authority or body that although not actually having the force of law, are considered by such body as requiring compliance as if having the force of law, that are binding upon either of the Parties and that are applicable to this Agreement or any portion thereof.
- d. **"Business Day"** means any day other than a Saturday, Sunday or statutory holidays in the Province of Ontario.
- e. **"Compaction"** means the use of a compaction based rear load vehicle for the collection and delivery of recyclables.
- f. **"ECA"** means the Environmental Certificate of Approval issued by the Ontario Ministry of Environment and Climate Change to the City.
- g. **"Effective Date"** has the meaning ascribed thereto in Section 2 of this Agreement.
- h. **"Facility"** has the meaning ascribed thereto in Section 4 of this Agreement.
- i. **"Governmental Authority"** means any domestic or foreign government, whether federal, provincial, state, territorial, local, regional, municipal, or other political jurisdiction, and any agency, authority, instrumentality, court, tribunal, board, commission, bureau, arbitrator, arbitration tribunal or other tribunal, or any quasi-governmental or other entity, body, organization or agency, insofar as it exercises a legislative, judicial, regulatory, administrative, expropriation or taxing power or function of or pertaining to government.
- j. **"Township's Contractor"** has the meaning ascribed thereto in Recital C of this Agreement.
- k. **"Township of _____"** has the meaning ascribed thereto in Recital D of this Agreement.
- l. **"Mixed Recycling"** means mixed materials comprised of different recyclable material, which includes various types of plastics, metals and paper, as often seen in a single stream residential curbside recycling program.
- m. **"Parties"** means the City and the Township and "Party" refers to any one of them.
- n. **"Recycling Fees"** has the meaning ascribed thereto in Section 5 of this Agreement.

November XX, 2019

- o. **"Term"** has the meaning ascribed thereto in Section 2 of this Agreement.

2. Term

This Agreement will commence on January 1st, 2020 (the **"Effective Date"**) and **shall be in force for a term of one (1) year from the Effective Date** (the **"Term"**), subject to any termination in accordance with this Agreement. This Agreement shall be automatically renewed for subsequent periods of twelve (12) months each unless one of the Parties provide the other Party with written notice pursuant to Section 6 prior to the end of the then current Term that it does not wish to renew this Agreement.

3. _____ Obligations –Recycling Services

- a. The Township during the Term of this Agreement shall cause all Acceptable Recyclable Material that is identified by the City as acceptable within this agreement, generated within the Township_____, collected by the Township's contractor within the Township, to be delivered to, and processed at the Material Recovery Facility. For the purpose of this Agreement, **"Acceptable Recyclable Material"** shall mean recyclable material identified as **"Mixed Recycling"** and outlined in the City's Solid Waste By-law 2019-054 (as amended from time to time) and shall only include curbside recycling produced by private residences, small retail stores, schools, and offices within the Township. Under no circumstances shall Acceptable Recycling include waste which is:
- i. industrial waste;
 - ii. hazardous waste;
 - iii. any condemned, abandoned or rejected product, by-product, or stock of any wholesale or retail establishment;
 - iv. highly combustible material such as floor sandings, celluloid cuttings, motion picture film, fine sawdust, oil or gasoline soaked rags, gas containers, ammunition, dynamite, or other explosive matter, chemicals, acids, or their residues, derivatives, or by-products
 - v. liquid waste, whether or not in a container;
 - vi. construction or demolition waste;
 - vii. large tree limbs and trunks of trees;
 - viii. manure, feces (human or animal), or animal carcasses;
 - ix. biomedical waste including dressings, bandages, hypodermic needles, or other infected materials from hospitals or offices of physicians, surgeons, dentists, and veterinarians;
 - x. sheet iron, scrap metal, or car bodies;
 - xi. earth, sand, stone, brick, concrete, asphalt, trees or stumps;
 - xii. electronic waste, TV's, Remotes, VCR's;
 - xiii. scrap tires;
 - xiv. plastic film

November XX, 2019

- xv. styrofoam
- xvi. any other recyclable material not defined as “Mixed Recycling” located in Schedule A
- xvii. any material that in the opinion of the General Manager of the City, is detrimental to the collection and/or disposal process

4. Material Recovery Facility Hours

The hours of operation of the Material Recovery Facility for the purpose of delivery of Recyclable Material by the Township’s Contractor shall be:

Monday to Friday 7:30 am- 4:30 pm

The Material Recovery Facility shall be closed Saturdays, Sundays and Statutory Holidays. Should the Township’s Contractor be running late or be slightly behind schedule the Contractor or a representative from the Township shall notify the Corporation at 613-937-1777 as soon as possible. If for any reason the Material Recovery Facility hours change, the City shall provide the Township with notice in accordance with Section 10.

Once the Service Agreement is in place a delivery schedule shall be established between the City and the Township, the Township shall follow the delivery schedule and notify the Corporation of any changes or adjustments to the schedule should they occur.

5. Recycling Conditions, Fees, and Payments

- a. The Township shall, for each month during the Term of this Agreement, pay to the City for the Recycling processing charges in an amount equal to \$301.00 per tonne, for Acceptable Recyclable Material delivered by the Township’s Contractor (the “**Recycling Fees**”) up to a maximum allowable tonnage of 1,000 tonnes per annum. The Recycling Fees shall be inclusive of all other fees or costs that may be imposed by any level of government having jurisdiction. The Recycling Fee’s shall be adjusted annually in order to cover the cost of processing the materials, this shall be limited to the costs associated with the processing of recyclables in accordance with the CPI increase or any costs associated with a change in contracted processor. Prior to the beginning of each year, the Township shall receive a notice of the processing fees for the year, should they be increasing. This information will be made available to the Township prior to budget finalization for each respective year.
- b. The City shall invoice the Township monthly for the Recycling Fees set out above, and the Township shall pay all invoices reasonably and properly submitted by the City within thirty (30) days of date thereof. Interest may be charged by the City at 1.25% per month (15% per annum) on any overdue accounts. The City shall maintain proper records at the

November XX, 2019

Landfill documenting the tonnage of Recyclable Material disposed of on behalf of the Township, and the Township may have access to such records during business hours.

- c. Any costs associated with the Township's Contractor waste delivery, such as site operational issues, destruction of property, and inappropriate materials for waste delivery shall be covered by the Township. Recyclable materials delivered by individual residents of _____ is not permitted under this Agreement.
- d. For information collection purposes and to assist the City in improving its Solid Waste Management Master Plan, the City may, without prior notice, conduct audits of the Township's Contractor to determine and to confirm the Township's compliance with the terms and conditions of this Agreement and the City's Solid Waste Management Master Plan. The City shall communicate the results of any audits to the Township on a timely basis.
- e. The Recycling Fees shall be adjusted in accordance with the current policies and bylaws adopted by the Cornwall City Council. In particular, if at any time during the Term of this Agreement, the Recycling fees charged to the general customers of the City is set above the identified Recycling Fees, the Recycling Fees charged to the Township under this Agreement shall be adjusted accordingly. The City agrees to provide the Township with thirty (30) days' written notice of any such fee increase in accordance with Section 12.
- f. If upon inspection any Mixed Recycling arrives at the Facility that is deemed as contaminated, meaning the load contains more than 10% contamination or non-recyclable materials, it will be rejected from the Facility. The Township and the Township's Contractor will be responsible for the management of this rejected waste and the City will not accept rejected recycling loads at the Landfill.
- g. If upon inspection an inbound load has a compaction level greater than 170 kg/m³ it may be rejected. Rear compactors delivering loads with a compaction level greater than 170 kg/m³ can cause issues with increased contamination. In order to prevent a rejected load, the Township can discuss with their contractor or, if the Township performs the collection, adjustments can be made to the trucks compaction setting.
- h. The Township and the Township's Contractor must ensure that the curbside blue box program set outs are in compliance with the City of Cornwall Solid Waste By-law 2019-054. Should the Township or the Township's Contractor deliver unacceptable materials to the Facility, and contamination exceeds 10% of the total tonnage, the City will remove the material from the Facility and re-sort the material at the Township's sole expense.
- i. The Township and the Township's Contractor is responsible for the promotion and education of the Waste Reduction Program, including the blue box, to its residents now

November XX, 2019

and in the future in order to reduce contamination and encourage participation in these programs.

6. Revenue Sharing

The City shall pay the Township a monthly amount of revenue based on the sale of recyclable material received within that month, this revenue amount shall be based on a calculation wherein the total revenue will be divided between all municipalities using the facility, based on their inbound recyclable material tonnage.

7. Changes to Waste Programs

The Township acknowledges and agrees that the Waste Reduction Program shall at all times be conducted in accordance with the City's Solid Waste Management Master Plan. Should at any time the Waste Reduction Program change as outlined in the City's Solid Waste Management Master Plan, the Township's Waste Reduction Program will be updated to reflect those changes. These may include, but are not limited to: additional of materials, removal of materials, specific requirements for materials etc. The City agrees to provide the Township with sixty (60) days' written notice of any such changes in accordance with Section 12.

8. Termination of AGREEMENT

- a. The Parties may, on written agreement, terminate this Agreement at any time.
- b. The City may terminate this Agreement for convenience at any time by providing the other Party with ninety (90) day's prior written notice in accordance with Section 12.
- c. The Township may terminate this Agreement for convenience at any time by providing the other Party with thirty (30) day's prior written notice in accordance with Section 11.
- d. This Agreement may be terminated prior to the end of the Term by either Party in the event that, in carrying out their obligations hereunder, as applicable:
 - i. the other Party breaches any term or condition of this Agreement, and fails to remedy such breach upon the expiry of fifteen (15) Business Days' written notice from the non-breaching Party of such breach or, with respect to a breach that cannot be remedied with the fifteen (15) Business Day period, such longer period of time as may be required to remedy the breach in the circumstances, provided the breaching Party has commenced to remedy the breach within the fifteen (15) Business Day period and is actively and diligently taking appropriate measures to remedy the breach;
 - ii. the other Party engages in any illegal or criminal activity;
 - iii. the other Party exhibits dishonesty, gross incompetence or willful neglect of duty;
or

November XX, 2019

- iv. the other Party becomes insolvent and/or proceedings have been commenced under any legislation or otherwise for its dissolution, liquidation or winding-up, or bankruptcy, insolvency or creditors' arrangement proceedings have been commenced by or against such Party.

9. Compliance

- a. The Township acknowledges that the City must comply with all Applicable Laws relating to Acceptable Recyclable Material which may be handled at Material Recovery Facility and the Township hereby agrees to abide by and comply with any such Applicable Laws in delivering and presenting Acceptable Recyclable Material to the City for handling at the Material Recovery Facility. The Agreement creates no obligation on the City to receive, accept, or dispose of any Acceptable Recyclable Material at the Material Recovery Facility which is illegal or unsuitable for recycling pursuant to Applicable Laws, the ECA or pursuant to the City's own internal standards which may be in general force or effect.
- b. The Township acknowledges and agrees that materials delivered to the Material Recovery Facility by the Township or the Township's Contractor may be subject to load inspections by Governmental Authorities other than the City. Should upon inspection by a Governmental Authority, the load or delivered materials be unacceptable due to requirements of the Governmental Authority, the Township and the Township's Contractor shall be responsible for coordination with the applicable Governmental Authority to remedy any issues discovered during these inspections.
- c. In the event that there is a change, revision, or amendment to the applicable federal or provincial laws, regulations, or orders or permits pertaining to the operation of Material Recovery Facilities in general or change in interpretation by any regulatory judicial body with respect to any such laws, regulations, orders or permits, which increase the costs to the City of conducting such operations, by the imposition of new operational requirements not already specified in the ECA or of a surcharge imposed generally across the Province of Ontario against tipping fees, the City may assess and the Township shall pay the proportionate amount of such increased operations costs with respect to Acceptable Recyclable Material handled under the terms of this Agreement. Any dispute as to the costs or the proportional amount to be paid by the Township shall be resolved in accordance with the Conflict Resolution Section.
- d. In the event the Township's Contractor brings mixed recycling to the Landfill that is not acceptable, the Township's Contractor will be turned away from the Landfill and the Township's Contractor will be responsible for the handling, transportation and/or disposal of the unacceptable waste. Should the Township's Contractor deliver waste materials to the City's Material Recovery Facility that is not permitted, the City will

November XX, 2019

remove the non-permitted waste materials from the facility at the sole expense of the Township, and the Township or the Township's Contractor will be responsible for transporting the non-permitted waste materials to an appropriate disposal site. Any dispute regarding the costs associated therewith shall be resolved in accordance with the Conflict Resolution Section.

10. Indemnification AND INSURANCE

- a. The Township agrees to defend, indemnify and save the City harmless from all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, in any way caused by the negligence of the Township, its officers, directors, employees, contractor or agents, and in any way arising out of or in connection with the Recycling Processing, the Waste Reduction Program or otherwise in connection with this Agreement, unless solely caused by the negligence, willful misconduct or intentional acts of the City.
- b. The City agrees to defend, indemnify and save the Township harmless from all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, in any way caused by the negligence of the City, its officers, directors, employees, contractor or agents, and in any way arising out of or in connection with the Recycling Processing, the Waste Reduction Program or otherwise in connection with this Agreement, including the operation of the Material Recovery Facility unless solely caused by the negligence, willful misconduct or intentional acts of the Township.
- c. During the Term of this Agreement, each Party shall maintain in full force and effect general liability insurance, and such other insurance as may be required, with limits sufficient to cover its liabilities and obligations under this Agreement. The Parties shall provide evidence of such insurance upon written request of the other Party and shall provide the other Party with ninety (90) days' prior written notice of any material change to, cancellation or non-renewal of its insurance coverage.

11. Conflict Resolution

- a. The Parties will endeavor to resolve any difference between them on any matter in this Agreement by negotiation between or by their lawyers, and, unless there is an emergency, neither Party will initiate any other procedure until negotiations have exhausted all reasonable possibilities of resolution.
- b. The Parties may choose to facilitate their negotiations (whether conducted between themselves or by their lawyers) by the appointment of a mediator they select. If negotiations are conducted with the assistance of a mediator and no agreement is reached, the mediator will disclose only this fact and make no report unless otherwise directed by both Parties.

November XX, 2019

- c. No evidence of anything said or any admission or communication made in the course of the negotiations or mediation is admissible in any legal proceeding except with the consent of both Parties.
- d. If it is unreasonable to expect a difference between the Parties to be resolved by negotiation or continued negotiations then a Party may bring an application pursuant to the applicable legislation before a court having competent jurisdiction, or if there is no court of competent jurisdiction, then the matter shall be arbitrated by an arbitrator.
- e. Any arbitration will be conducted according to the rules for the conduct of arbitration of the Arbitration Institute of Canada Inc., in effect at the date of commencement of the arbitration, by one arbitrator appointed in accordance with the Institute's rules. The arbitration will be final and binding on the Parties.

12. Notice

Notices or correspondence relevant to this Agreement shall be delivered by fax, post, by email or by hand to the following addresses:

- a. For the Township,

Name: _____

 Phone: _____
 Fax: _____
 Email: _____
 Attention: _____

- b. For the City

Name: Environmental Services
 861 Second Street West
 PO Box 877
 Cornwall, ON
 K6H 5T9
 Phone: 613-930-2787 ext. 2589
 Fax: 613-932-4506
 Email: dwatson@cornwall.ca
 Attention: Danielle Watson

13. GENERAL PROVISIONS

- a. Relationship of the Parties: This is an Agreement for the performance of services and does not and shall not be deemed to create a joint venture, partnership, and fiduciary or

November XX, 2019

agency relationship between the Parties for any purpose. The City is engaged by the Township as an independent contractor for the sole purpose of providing services. Neither the City, nor any of its personnel are engaged as an employee, servant or agent of the Township.

- b. Changes: Save and except for corporate mergers or municipal amalgamations, this Agreement may not be assigned in whole or in part by either the City or the Township without the prior written approval of both Parties and such approval will not be unreasonably withheld. This Agreement shall only be amended or modified by the written agreement of both the City and the Township.
- c. Entire Agreement: This Agreement supersedes any prior or collateral agreements or arrangements, whether verbal or written, between the Parties with respect to the subject matter hereof, and constitutes the entire agreement between the Parties relating to the processing of Acceptable Recyclable Material at the Material Recovery Facility.
- d. Binding: Notwithstanding any corporate mergers, or amalgamations or restructuring of municipalities involving the City or the Township, this Agreement is binding on successors and assigns of the Parties.
- e. Survival: Except as otherwise provided herein, those sections of this Agreement which, by the nature of the rights or obligations set out therein might reasonably be expected to survive any termination or expiry of this Agreement, shall survive any termination or expiry of this Agreement.
- f. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Province of Ontario and the federal laws of Canada applicable therein.
- g. Severability: Each of the binding provisions contained in this Agreement is distinct and severable. Any declaration by a court of competent jurisdiction of the invalidity or unenforceability of any binding provision or part of a binding provision will not affect the validity or enforceability of any other provision of this Agreement.
- h. Force Majeure: No Party shall be liable for any delay or failure in the performance of this Agreement if caused by an act of God or any factor beyond the reasonable control and not reasonably foreseeable by such Party. In such event, the affected Party shall notify the other Party as soon as possible of such force majeure condition and the estimated duration of such condition.
- i. Waivers: The waiver by a Party of a breach of any term or condition of the Agreement shall not prevent the enforcement of that term or condition by that Party in the case of a

November XX, 2019

subsequent breach, and shall not be deemed or construed a waiver of any subsequent breach.

- j. Execution and Delivery: This Agreement may be executed in counterparts, including counterparts by facsimile transmission or scanned emailed copies. Each of such counterparts will constitute an original document and such counterparts, taken together, will constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

DRAFT

November XX, 2019

IN WITNESS WHEREOF the Parties have executed this Agreement through their duly authorized officers in that behalf.

SIGNED, SEALED AND DELIVERED

CORPORATION OF THE CITY OF CORNWALL

THE TOWNSHIP OF _____

By: _____

By: _____

Print: _____

Print: _____

Witness: _____

Witness: _____

Print: _____

Print: _____

Date: _____

Date: _____

November XX, 2019

Schedule A
Mixed Recycling
Acceptable materials
See Attached.

DRAFT

November XX, 2019

Single Stream Acceptable Mixed Recycling

1. Newspaper, mixed paper, box board, magazines, catalogues, household fine paper, etc.
2. Books, soft cover or with hard cover removed, telephone books
3. Brown bags
4. Wrapping paper
5. Corrugated cardboard
6. Aseptic cartons
7. Aluminum cans, containers, plates and foil
8. Steel cans and containers
9. Metal paint cans (empty, dry, lids removed- no plastic paint pails)
10. Aerosol cans (empty, no propane or butane containers)
11. Frozen juice containers
12. Cartons (milk, juice, cream)
13. Egg cartons (plastic or fibre)
14. Clear glass containers
15. Coloured glass containers
16. Plastic containers including PET, HDPE, mixed plastics, tubs and lids (Generally #1,2, and 5)
17. Clam shell packages



STAFF REPORT

S.R. No. 139-2019

PREPARED BY: Tim Mills, Chief Administrative Officer

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: December 16, 2019

SUBJECT: Staffing - Executive Assistant Job Description and Posting

BACKGROUND:

1. Township of South Glengarry Council approved an ambitious Strategic Plan for the period 2019-2023 on August 6, 2019. Implementation and execution of the Strategic Plan requires administrative support for the CAO and management staff.
2. There is presently no Executive Assistant on staff with the Township of South Glengarry to support the CAO and senior management team. There has not been an Executive Assistant position on staff since 2009.

ANALYSIS:

3. A review of staff organizational charts of municipalities noted the following number of Administrative Assistant positions employed: North Glengarry 5; South Dundas 1; North Dundas 2; North Stormont 1; South Stormont 4. In most cases, the administrative assistant in other municipalities supports a specific department.
4. The Executive Assistant will report directory to the CAO and work closely with the Clerk and General Managers.
5. Approval is sought to post the Executive Assistant position as soon as possible. A draft job description is attached.

IMPACT ON 2019 BUDGET:

6. The salary for the Executive Assistant is rated at Level 1, \$51,193 - \$60,227 based on the 2020 Non-Union Salary Grid. The cost will be included in the 2020 Budget.



ALIGNMENT WITH STRATEGIC PLAN:

Goal 3: Strengthen the effectiveness and efficiency of the organization.

3.1 Initiate an organizational review

3.3 Strengthen cross-training among staff positions

Goal 5: Improve internal and external communication.

5.1 Develop a strategy for internal and external communication

5.2 Diversify communications methods

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 139-2019 be received and that the Council of the Township of South Glengarry approves the Executive Assistant job description and directs Administration to post and fill the position as soon as possible.

Recommended to Council for
Consideration by:
CAO – TIM MILLS

Job Description: Executive Assistant

| | |
|--|------------------------------|
| The Corporation of The Township of South Glengarry | Job Description |
| Position Title: | Executive Assistant |
| Group: | Non-Union |
| Supervisor: | Chief Administrative Officer |
| Department: | Administration |
| Prepared By: | Human Resources Advisor |
| Approved: | |
| | Revised: |
| <u>Job Function:</u> Reporting to the Chief Administrative Officer the Executive Assistant supports operations by planning, organizing and implementing administrative systems; policies, procedures and projects. | |
| <u>Skills and Qualifications:</u> 1. Preferred College Diploma in Administration or a related field. 2. Excellent oral and written communication skills including superior report writing and interpersonal skills. 3. Minimum 1-2 years of experience working in an administrative role. 4. Bilingualism (French and English) would be considered an asset. 5. Possess strong computer skills and proficiency in Windows based software including Word, Excel and Outlook. 6. Ability to arrange priority items and work with minimal supervision. | |

Job Description: Executive Assistant

7. Developed analytical, organizational and time management skills.
8. Ability to meet work requirements within established timelines.
9. Computer literacy and proficient in Microsoft Office applications email, etc.
10. Ability to multi-task as necessary.

Direction Received/Independent Action:

11. General direction is provided by the Chief Administrative Officer.
12. Performance is monitored by the Chief Administrative Officer through the annual performance appraisal process.

Working Relationships:

Routine:

13. **Chief Administrative Officer:**
Direct reporting relationship
14. **Management:**
Working relationship
15. **Township staff:**
Working relationship

Job Description: Executive Assistant

Duties and Responsibilities:

16. Assists with special projects by organizing and coordinating information and requirements; planning, arranging and meeting schedules; monitoring results.
17. Maintains professional and technical knowledge by attending educational workshops; benchmarking professional standards; reviewing professional publications; establishing personal networks.
18. Contributes to team effort by accomplishing related results as needed.
19. Assists Managers by researching, developing, writing and updating administrative policies, procedures, methods and guidelines; communicating developments to management.
20. Conducts research and investigatory analysis as required for the preparation of correspondence, documents and reports.
21. Handles and processes confidential information data according to established policies and procedures.
22. Assists in the project management of improvement projects/initiatives; maintenance of a tracking system for the Departments, re: project milestones, deadlines, deliverables, etc.
23. Coordination of the appointment schedules for the CAO and Department Managers including set-up of meetings, arrangement of meeting facilities and meeting material/documentation and notification of concerned parties re: meeting times, location, purpose of the meetings, etc.
24. Scheduling of visitations, trips for the Department Managers, CAO and members of Council if applicable including travel arrangements and accommodations.
25. Assistance in the administration of the budget for the CAO, General Managers and members of Council including processing of expense accounts and monitoring of expenditures against budget/policies.
26. Responsible to adhere to all Safety Regulations.
27. Perform such other related duties as may be assigned.

Job Description: Executive Assistant

Impact of Errors:

28. May cause deterioration in relations affecting an entire employee group, organizational image or community relations; delays with significant impact on municipal services.

Physical and Sensory Demands:

29. Muscular and sensory strain, combined with sensory exertion, is required for moderate periods while working at a personal computer station.

Mental Demands:

30. Interruptions or disruptions can occur. Occasional time factors may affect work pace results in determining priority tasks and duties in meeting tight timelines.

Working Conditions:**Hours of Work:**

31. Required to work a 7- hour day during normal business hours. Additional hours are occasionally required in excess of the regular workday related primarily to work load.
32. Overtime is compensated as per Township Policy.

Work Environment:

33. Work is generally performed in a normal office environment. Work involves interruptions and possible conflicting demands.

Hazards:

34. Usual hazards consist of repetitive motion injuries from keyboard and computing activities.



STAFF REPORT

S.R. No. 140-2019

PREPARED BY: L. McDonald, GM Corporate Services

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: December 16, 2019

SUBJECT: To Assign Signing Authority

BACKGROUND:

1. Due to administrative changes it is necessary to appoint a new signing authority.
2. Presently we have one administrative signing authority, GM Corporate Services Lachlan McDonald and one legislative signing authority, Mayor Frank Prevost.

ANALYSIS:

3. That a resolution be passed to appoint CAO Tim Mills as a bank signing authority for the Township of South Glengarry.

IMPACT ON 2019 BUDGET:

N/A

ALIGNMENT WITH STRATEGIC PLAN:

4. N/A

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 140-2019 be received and that the Council of the Township of South Glengarry authorize that all cheques of the Corporation drawn on its accounts be signed on its behalf by Mayor Frank Prevost, GM of Corporate Services Lachlan McDonald, and CAO Tim Mills and that they also be authorized to sign all other documents required in this matter.

Recommended to Council for
Consideration by:
CAO – TIM MILLS



STAFF REPORT

S.R. No. 141-2019

PREPARED BY: Kelli Campeau, Clerk

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: December 16, 2019

SUBJECT: Multi-Year Accessibility Plan

BACKGROUND:

1. The *Accessibility for Ontarians with Disabilities Act* (AODA) is legislation that aims to improve opportunities for people with disabilities and to provide for their involvement in the identification, removal and prevention of barriers.
2. The AODA mandates all municipalities in Ontario to prepare an Accessibility Plan to outline the organization's strategy to prevent and remove barriers. This plan is to be updated every five years.
3. The Township of South Glengarry's previous Multi-Year Accessibility Plan was adopted in 2013 and is posted on the Township's website on the [Accessibility page](#).

ANALYSIS:

4. The draft 2020-2025 Multi-Year Accessibility Plan is attached to this report for Council's review. The updated report was developed by the Clerk in consultation with the General Manager of Infrastructure Services.
5. The plan was also reviewed by the SDG Accessibility Committee on December 6, 2019. This Committee is made up of representatives from each local municipal in SDG. South Glengarry's representative on this committee is Ian MacDonald. The Committee reviewed the draft plan in detail and provided comments and suggestions, which have been incorporated into the plan.
6. Appendix 'A' of the plan outlines the Township's plan in order to maintain/achieve compliance with regards to the Integrated Accessibility Standards Regulation (IASR). This regulation establishes accessibility standards in the following areas:
 - Information and Communications
 - Employment
 - Transportation



- Design of Public Spaces
- Customer Service.

7. Appendix 'B' of the Plan updates the 2013 Implementation Plan for Facilities and Infrastructure. It is suggested that this plan be reviewed and updated by the Director of Parks and Recreation once that position has been filled.

IMPACT ON 2019 BUDGET:

8. Adoption of the plan will not result in direct costs for 2019.
9. Activities outlined in the implementation plan for faculties and infrastructure will have a financial impact in future years through budget deliberations (subject to annual Council approval).

ALIGNMENT WITH STRATEGIC PLAN:

Values: Accountability and Respect

Goal 4: Improve quality of life in our community.

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 141-2019 be received and that By-law 75-2019, being a by-law to adopt a Multi-Year Accessibility Plan for the Township of South Glengarry, be read a first and second time this 16th day of December, 2019.

Recommended to Council for
Consideration by:
CAO – TIM MILLS

CH-I-19

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY
BY-LAW NUMBER 75-2019
FOR THE YEAR 2019**

***BEING A BY-LAW TO ESTABLISH A MULTI-YEAR ACCESSIBILITY
PLAN.***

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

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

AND WHEREAS Ontario Regulation 191/11 under the *Accessibility for Ontarians with Disabilities Act, 2005* establishes that every obligated organization shall develop, implement and maintain policies governing how the organization achieves or will achieve accessibility.

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

1. **THAT** the Township of South Glengarry Multi-Year Accessibility Plan is hereby attached as Schedule “A” of this by-law.
2. **THAT** this by-law shall come into force and effect on the day of its final passing.

***READ A FIRST AND SECOND TIME THIS 16TH DAY OF DECEMBER,
2019.***

MAYOR:

CLERK:



Township of South Glengarry Multi-Year Accessibility Plan

Adopted December 2019

Contents

| | |
|--|----|
| Statement of Commitment..... | 3 |
| Publication of the Plan..... | 3 |
| Introduction | 3 |
| Why Accessibility? | 3 |
| Legislation | 4 |
| Ontarians with Disabilities Act, 2001 | 4 |
| Accessibility for Ontarians with Disabilities Act, 2005 | 4 |
| Integrated Accessibility Standards Regulation 191/11 | 4 |
| Past Achievements to Remove and Prevent Barriers..... | 4 |
| Customer Service | 4 |
| Information and Communications | 5 |
| Employment..... | 5 |
| Design of Public Spaces | 5 |
| Strategies and Actions Planned for 2020-2025 | 6 |
| For More Information..... | 6 |
| Appendix 'A' IASR Compliance Plan | 7 |
| Appendix 'B' – Updated Facilities Implementation Plan | 12 |
| Appendix 'C' – Accessibility Standards for Customer Service Policy | 22 |

Statement of Commitment

The Township of South Glengarry is committed to ensuring equal access and participation for people with disabilities. We are committed to treating people with disabilities in a way that allows them to maintain their dignity and independence. We believe in integration and we are committed to meeting the needs of people with disabilities in a timely manner. We will do so by removing and preventing barriers to accessibility and meeting our accessibility requirements under the Accessibility for Ontarians with Disabilities Act and Ontario's accessibility laws.

Publication of the Plan

The Township of South Glengarry's Accessibility Plan will be available on the municipal website (www.southglengarry.com). Paper copies of the plan are available in regular font size and larger print at the municipal office. The Township is pleased to provide documents in alternate formats on request.

Introduction

The Township of South Glengarry plays a critical role in ensuring that people with disabilities have the opportunity to interact and contribute to the community. We strive to meet the needs of employees, residents and customers with disabilities and are working towards removing and preventing barriers to accessibility.

Our organization is committed to fulfilling our requirements under the Accessibility for Ontarians with Disabilities Act. This accessibility plan outlines the steps the Township of South Glengarry is taking to meet those requirements and to improve opportunities for people with disabilities.

This plan shows how the Township of South Glengarry will play its role in making Ontario an accessible province for all Ontarians.

Why Accessibility?

- By 2031, over 6 million people in Ontario will be either living with a disability or be 55 years of age and over.
- Accessibility not only helps people with disabilities, it also benefits seniors and families with young children.
- By learning how to better serve people with disabilities, services will be improved for everyone.
- It's just the right thing to do!

Legislation

Ontarians with Disabilities Act, 2001

The purpose of the Ontarians with Disabilities Act (ODA) is to improve opportunities for persons with disabilities and to provide for their involvement in the identification, removal and prevention of barriers to their full participation in the life of the province.

Accessibility for Ontarians with Disabilities Act, 2005

The Accessibility for Ontarians with Disabilities Act (AODA) was enacted in order to develop, implement and enforce accessibility standards to achieve accessibility for Ontarians with disabilities with respect to goods, services, facilities, accommodation, employment, buildings, structures and premises and to provide for the involvement of persons with disabilities in the development of the accessibility standards.

Integrated Accessibility Standards Regulation 191/11

The Integrated Accessibility Standards Regulation (IASR) establishes accessibility standards and introduces requirements in the following areas:

- Information and communications
- Employment
- Transportation
- Design of public spaces
- Customer service

The IASR applies to all public, private and not-for-profit organizations with at least one employee.

Past Achievements to Remove and Prevent Barriers

Since the adoption of our previous Accessibility Plan in 2013, the Township of South Glengarry has implemented a number of projects and programs to improve accessibility for people with disabilities and to meet the requirements of the Accessibility for Ontarians with Disabilities Act.

Customer Service

- The Township of South Glengarry has adopted Accessibility Standards for Customer Service and continues to remain in compliance with this standard.
- We have expanded the ability for individuals to submit feedback by adopting a Corporate Complaints Policy, which allows complaints to be submitted in a variety of mediums (in-person, by telephone, e-mail, written).
- A Feedback feature has also been added to the Township's website, allowing individuals to submit feedback through the website.

- In 2018 all employees received updated Accessibility training and all new employees are required to complete the training.
- During the 2018 Municipal Election, an Accessibility Plan was developed and implemented to ensure an accessible election for all eligible voters, including alternate voting methods (internet and telephone).

Information and Communications

- In 2019 the Township of South Glengarry launched a refreshed website. The new website interface is accessible and in compliance with AODA requirements.
- The new website also features a built-in accessibility checker function which allows Township staff to maintain accessibility standards as changes are made to the website.
- The Township continues to offer to provide documents in alternative formats on request.

Employment

- The Township of South Glengarry continues meet employment standards and expresses the ability to accommodate throughout the recruitment process for all Township employment opportunities.

Design of Public Spaces

- In 2018 the Tax Payment service counter was modified to accommodate persons with disabilities.
- Throughout the 2018 municipal election, Accessibility Checks were completed three times daily to ensure the voting centre was accessible and to identify/remove any potential barriers for voters.
- In 2016 the Township adopted an Age Friendly Community Action Plan, which includes recommendations to facilitate access to services, including physical access to and usability of facilities and spaces.
- Recent accessibility upgrades to parks throughout the Township included:
 - Ken Barton Park (Martintown): installation of barrier-free walkways, gardens and picnic areas.
 - Martintown Community Park: installation of play structure with barrier-free components.
 - Smithfield Park (Lancaster): installation of ramp to picnic shelter.
 - Glen Walter Regional Park: rebuilt ramp to picnic shelter and repaved trails.

Strategies and Actions Planned for 2020-2025

Appendix “A” outlines the projects and programs the Township of South Glengarry plans between 2020 to 2025 to meet the requirements of the Accessibility for Ontarians with Disabilities Act and to remove and prevent barriers to people with disabilities.

Appendix “B” updates the Implementation Plan for Facilities and Infrastructure from the 2013 Accessibility Plan.

For More Information

For more information on this accessibility plan, please contact the Township Clerk:

6 Oak Street
Lancaster, Ontario K0C 1N0
(613) 347-1166
clerk@southglengarry.com

Appendix 'A' IASR Compliance Plan

| CUSTOMER SERVICE STANDARD | ACTION(S) | COMPLETION DATE |
|--|---|--|
| Develop, implement and maintain policies governing its provision of goods, services, facilities to persons with disabilities. | <ul style="list-style-type: none"> Existing "Accessibility Standards for Customer Service" policy to be reviewed and updated. | <ul style="list-style-type: none"> 2010 To be reviewed in 2020 |
| Use of service animals and support persons. | <ul style="list-style-type: none"> Existing "Accessibility Standards for Customer Service" includes provisions for service animals and support persons. Policy to be reviewed and modified as necessary to reflect changes to the Act and/or Regulations. | Completed, ongoing review |
| Notice of temporary disruptions | <ul style="list-style-type: none"> Procedure for service disruption notification is included in "Accessibility Standards for Customer Service" policy and will be reviewed and modified as required. | Completed, ongoing review |
| Train staff, volunteers and others who provide goods/services/facilities on behalf of the Township about providing goods services to people with disabilities. | <ul style="list-style-type: none"> Continue to ensure all new hires complete applicable training. Train volunteers and others who provide services on behalf of the municipality. Complete annual training updates for existing staff members. | Ongoing |
| Establish a process for receiving and responding to feedback. | <ul style="list-style-type: none"> Update "Accessibility Standards for Customer Service" policy to reflect new mediums for providing feedback. Establish a method for tracking feedback received. | To be reviewed in 2020 |
| Provide or arrange for documents or information to be made available in accessible formats or with communication supports. | <ul style="list-style-type: none"> Continue to provide accessible documents and communication supports as requested. | Ongoing |

| INFORMATION & COMMUNICATION STANDARD | ACTION | COMPLETION DATE |
|--|--|---|
| Establish a procedure for receiving and responding to feedback. | <ul style="list-style-type: none"> • Procedure is in place and will be reviewed and modified as required. | Ongoing |
| Provide or arrange for documents or information to be made available in accessible formats or with communication supports. | <ul style="list-style-type: none"> • Procedure is in place for accessible documents and communication supports. • Staff to ensure that “accessible formats available upon request” is made available on print documents (ongoing). • To be reviewed and modified as required. | Ongoing |
| Where emergency procedures, plan and/or public safety information is available to the public, provide in accessible format or communication supports upon request. | <ul style="list-style-type: none"> • Procedure is in place for accessible documents and communication supports. • To be reviewed and modified as required. | Ongoing |
| Accessible website and web content. | <ul style="list-style-type: none"> • Website refresh in 2019 has brought the overall design of the Township website into compliance with accessibility standards. • Work towards converting all PDFs on the Township website to accessible PDFs. • Educate staff on the requirement for accessible documents and web content. | <ul style="list-style-type: none"> • 2-3 years |
| Standards review | <ul style="list-style-type: none"> • Continue to monitor changes to legislation and modify materials as required. | Ongoing |

| EMPLOYMENT STANDARD | ACTION | COMPLETION DATE |
|---|--|--|
| Recruitment, selection and notification | <ul style="list-style-type: none"> Regularly review our Human Resources Policy Manual to prevent or remove systemic employment barriers. Job postings will continue to include wording advising that accommodations are available for the recruitment process. Candidates | Ongoing |
| Accessible formats and communication supports for employees | <ul style="list-style-type: none"> Continue to consult with employees to provide or arrange for accessible formats and communications supports as requested. | Ongoing |
| Workplace emergency response information | <ul style="list-style-type: none"> Amend HR Policy Manual to include provision to provide employees with an individualized workplace emergency response plan upon request. | <ul style="list-style-type: none"> 2020 |
| Documented individual accommodation plans | <ul style="list-style-type: none"> Amend HR Policy Manual to include development of individual accommodation plans for employees with disabilities. | <ul style="list-style-type: none"> 2020 |
| Return to work process | <ul style="list-style-type: none"> Return to work process included in HR Policy Manual. | Complete (Review as needed) |
| Performance management, career development and redeployment | <ul style="list-style-type: none"> Continue to support employee development through learning opportunities. | Ongoing |
| Standards review | <ul style="list-style-type: none"> Monitor changes to legislation and modify training materials as required. | Ongoing |

| DESIGN OF PUBLIC SPACES STANDARD | ACTION | COMPLETION DATE |
|---|--|--|
| Consultation | <ul style="list-style-type: none"> Consult with the SDG Accessibility Committee and public when designing public space such as: <ul style="list-style-type: none"> Recreational Trails Outdoor Play Spaces Public Parking | <ul style="list-style-type: none"> 2020 and onwards |
| Recreational Trails and Beach Access Routes | <ul style="list-style-type: none"> Upgrades to certain trails have been completed (Glen Walter Regional Park, Ken Barton Park). Peanut Line Trail to be monitored and evaluated on an ongoing basis for accessibility barriers. | Ongoing |
| Outdoor Public Access Eating Areas | <ul style="list-style-type: none"> Accessible picnic tables are available in outdoor public eating areas. Ramps have been installed in parks where picnic shelters are located (Glen Walter Regional Park, Smithfield Park) Availability of accessible eating areas will continue to be monitored and any newly created spaces with eating areas will include barrier-free options. | Ongoing |
| Outdoor Play Spaces | <ul style="list-style-type: none"> Consult with Accessibility Committee when replacing or adding play structures to outdoor parks. Glen Walter play structure to be replaced and include barrier-free components. | Ongoing |
| Exterior Paths of Travel | <ul style="list-style-type: none"> Continue to apply all technical requirements and design standards when constructing new or redeveloping existing paths of travel (ie. curbs, curb ramps, pathways, etc.) | Ongoing |
| Accessible Parking | <ul style="list-style-type: none"> Recently developed parking spaces (Main Street Lancaster, | Ongoing |

| | | |
|----------------------|---|--|
| | <p>Recreation Centres) designed to meet required standards.</p> <ul style="list-style-type: none"> • The Township will continue to apply requirements for accessible parking spaces for future developments. • Ensure that accessible parking spaces at Township/public facilities are properly marked and signed. • Work with local businesses to encourage the development of accessible parking spaces. | |
| Obtaining Services | <ul style="list-style-type: none"> • Township will apply required standards when renovating service counters and public waiting areas. | <ul style="list-style-type: none"> • 2020 Onwards |
| Maintenance Planning | <ul style="list-style-type: none"> • The Township will communicate emergency maintenance procedures and disruptions through the Township's website, social media and signage at appropriate locations. | Ongoing |
| Legislative Review | <ul style="list-style-type: none"> • Continuous review of requirements for the Design of Public Spaces Standard. • Staff participate in training sessions when offered by Accessibility Ontario and other government organizations. | Ongoing |

Appendix 'B' – Updated Facilities Implementation Plan

1. Bainsville Women's Institute Park

Bainsville, Ontario

| Barrier | Strategies for Removal or Prevention | Originally Proposed Completion Date | Revised Completion Date |
|----------|---------------------------------------|-------------------------------------|-------------------------|
| Entrance | Widen path to accommodate wheelchairs | 2014 | 2020 |

2. Bernie McDonell Memorial Park

Lancaster Heights, Ontario

| Barrier | Strategies for Removal or Prevention | Originally Proposed Completion Date | Revised Completion Date |
|---------------|---------------------------------------|-------------------------------------|--|
| Entrance | Widen path to accommodate wheelchairs | 2014 | 2020 |
| Wooden Bridge | Widen to accommodate wheelchairs | 2014 | 2024 (to coincide with bridge replacement) |

3. Char-Lan Recreation Centre

19740 John Street, Williamstown, Ontario

| Barrier | Strategies for Removal or Prevention | Originally Proposed Completion Date | Revised Completion Date |
|-----------------------------|---|-------------------------------------|-------------------------|
| Light switches inaccessible | Switches to be lowered in washrooms or motions sensors installed. | 2014 | Complete |
| Entrance | Install automated doors at entrance. | 2018 | Complete |

4. Empey-Poirier Park

6085 Vine Street, Glendale, Ontario

| Barrier | Strategies for Removal or Prevention | Originally Proposed Completion Date | Revised Completion Date |
|---|---|-------------------------------------|-------------------------|
| No parking lot (park on grass) | Paved parking lot (with accessible parking space) and larger driveway in. | 2015 | 2024 |
| No pathways | Paved pathways | 2015 | 2024 |
| No wheelchair access to playground, rink etc. | Paved pathways | 2015 | 2024 |
| Only 2 benches | Install additional benches | 2015 | Complete |

5. Glen Walter Regional Park

6626 Wine Crescent, Glen Walter, Ontario

| Barrier | Strategies for Removal or Prevention | Originally Proposed Completion Date | Revised Completion Date |
|---|--------------------------------------|-------------------------------------|-------------------------|
| Parking lot not paved | Paved parking lot | 2015 | 2024 |
| No pathways to soccer fields, play structure, tennis courts, volleyball court, basketball court, etc. | Paved pathways | 2015 | Complete |
| Shaded area not accessible | Install ramp | 2013 | Complete |
| Ladies accessible washroom – no handle bars | Install bars | 2013 | Complete |
| Ladies Washroom – no pull levers on sink and pipes under sink not covered | Insert pull levers and cover pipes | 2014 | 2020 |
| Ladies Washroom – tower dispenser too high | Lower dispenser | 2013 | 2020 |

| | | | |
|--|------------------------------------|------|------|
| Men's Washroom – exterior access to washroom not wheelchair accessible | Paved pathway to washroom | 2014 | 2020 |
| Men's Washroom – no pull levers on sink and pipes under sink not covered | Insert pull levers and cover pipes | 2014 | 2020 |
| Men's Washroom – no handle bars above and beside toilet | Install handle bars | 2013 | 2020 |

6. Green Valley Community Centre

4159 MacKinnon Street, Green Valley, Ontario

| Barrier | Strategies for Removal or Prevention | Originally Proposed Completion Date | Revised Completion Date |
|---|---|-------------------------------------|-------------------------|
| No accessible parking space | Front parking space to be signed accessible | 2013 | Complete |
| Entrance (small groove) | Latten down | 2013 | Complete |
| Light switches and paper towel dispenser too high | Lower switches or install motion sensors, lower dispenser | 2014 | Complete |
| No door handle on accessible stall in men's washroom | Install handle | 2014 | 2020 |
| Ladies Washroom – no handle bars above or beside toilet | Install bars | 2014 | 2020 |
| Entrance – non-accessible doors | Install automatic doors | 2018 | Complete |

7. Green Valley Park

4159 MacKinnon Street, Green Valley, Ontario

| Barrier | Strategies for Removal or Prevention | Originally Proposed Completion Date | Revised Completion Date |
|--|--|-------------------------------------|-------------------------|
| Arena area, not wheelchair accessible | Pathways | 2015 | 2024 |
| Soccer fields, baseball diamond not wheelchair accessible | Pathways | 2015 | 2024 |
| No accessible parking space | Front parking space with accessible parking sign | 2013 | Complete |
| Pavement to walk from parking lot to tennis courts very rough, not wheelchair friendly | Clear the rocks, smooth out big ruts and bumps | 2015 | Ongoing (Annual) |

8. Jack Danaher Park

21491 MacCuaig Drive, Bainsville, Ontario

| Barrier | Strategies for Removal or Prevention | Originally Proposed Completion Date | Revised Completion Date |
|---|--------------------------------------|-------------------------------------|------------------------------|
| Parking lot | Paved parking lot | 2015 | 2024 |
| Play area not wheelchair friendly | Paved pathways | 2015 | N/A (play structure removed) |
| Fireplace area not wheelchair friendly | Benches/pathway to fire | 2015 | 2024 |
| No access ramp from change room to community centre | Install ramp | 2014 | Complete |
| No access to rink | Install removable ramp | 2014 | 2021 |
| Countertop too high | Lower countertop | 2015 | 2024 |

| | | | |
|---|------------------------|------|--------------------|
| Gaps between boards – unsafe | Fill in gaps | 2013 | Inspected Annually |
| No assistant bars behind toilets (ladies and men's washrooms) | Install assistant bars | 2014 | 2020 |
| Sink pipes not covered in washrooms | Cover pipes | 2014 | 2020 |
| Paper towel/soap dispenser too high | Lower dispensers | 2014 | 2020 |
| Men's Washroom – no pull levers | Install pull levers | 2014 | 2020 |
| Entrance door loose | Tighten handle | 2014 | 2020 |
| Entrance not accessible (step) | Install ramp | 2014 | 2024 |
| Railing along walkway | Install railing | 2013 | 2024 |

9. Kenneth Parton Senior Park

4852 County Road 20, Martintown, Ontario

| Barrier | Strategies for Removal or Prevention | Originally Proposed Completion Date | Revised Completion Date |
|----------|--------------------------------------|-------------------------------------|-------------------------|
| Entrance | Widen path to accommodate wheelchair | 2014 | Complete |

*Recent additions to this park include accessible picnic areas, pathways and gardens

10. Lan-Char Medical Centre

20 Victoria Street, Lancaster, Ontario

| Barrier | Strategies for Removal or Prevention | Originally Proposed Completion Date | Revised Completion Date |
|--|--|-------------------------------------|-------------------------|
| No accessible parking | Provide accessible parking/lines to be marked | 2013 | Complete |
| Outside lighting is insufficient (near dentist office) | Fix lighting | 2013 | Complete |
| No accessible signage | Add signage | 2013 | Complete |
| Lip at entrance or dentist office | Fix entrance | 2013 | Complete |
| Light switches inaccessible | Lower switches in washrooms or add motion sensor | 2014 | 2020 |

11. Martintown Community Centre/Park

4850 County Road 20

| Barrier | Strategies for Removal or Prevention | Originally Proposed Completion Date | Revised Completion Date |
|------------------|--|-------------------------------------|-------------------------|
| Upgrades in 2016 | Accessible play structure and walkways | 2016 | Complete |

12. Nor'Westers and Loyalist Museum

19651 County Road 17, Williamstown, Ontario

| Barrier | Strategies for Removal or Prevention | Originally Proposed Completion Date | Revised Completion Date |
|---|---|-------------------------------------|-------------------------|
| No parking lot | Create designated parking spot on street. | 2015 | 2024 |
| Side entrance not wheelchair friendly | Install ramp | 2013 | Complete |
| Doorway entrance (small groove) | Smooth down to no bump | 2014 | 2020 |
| Upstairs not accessible (stairs) | Elevator or escalator (Investigating video monitoring solution) | 2016 | On Hold |
| Grooves in floorboards | Smooth down | 2014 | 2020 |
| Emergency exit needs small ramp | Install ramp | 2013 | 2020 |
| No assistant bars above and alongside toilets | Install bars | 2014 | 2019 |
| Mirror not tilted | Install tilted mirrors | 2014 | 2019 |
| Pipes under sinks are visible | Cover pipes | 2014 | 2019 |
| Paper towel dispenser too high | Lower dispenser | 2014 | 2019 |

13. North Lancaster Optimist Club Hall & Park4837 2nd Line Road, North Lancaster, Ontario

| Barrier | Strategies for Removal or Prevention | Originally Proposed Completion Date | Revised Completion Date |
|-------------------------------------|--------------------------------------|-------------------------------------|-------------------------|
| Construction meets ODA requirements | | | Complete |

14. Paul Rozon Park

19715 County Road 17, Williamstown, Ontario

| Barrier | Strategies for Removal or Prevention | Originally Proposed Completion Date | Revised Completion Date |
|---|---|-------------------------------------|-------------------------|
| Step up to enter building | Install ramp | 2014 | Complete |
| Approach to deck not wheelchair friendly | Grading/finer granular | 2014 | Complete |
| No access to playground | Paved pathways | 2014 | 2020 |
| No access to ball diamond | Paved pathways | 2014 | 2020 |
| Access to rink not wheelchair friendly | Paved pathways | 2014 | Complete |
| Skate pads | Seasonal problem – edges could be tapered | 2014 | Complete |
| Parking lot is gravel – not wheelchair friendly | Paved parking lot | 2015 | 2024 |
| Washroom – no pull levers | Install pull levers | 2014 | 2020 |
| Pipes under sink | Cover pipes | 2014 | 2020 |

15. Smithfield Park

119 Military Road, Lancaster, Ontario

| Barrier | Strategies for Removal or Prevention | Originally Proposed Completion Date | Revised Completion Date |
|--|--------------------------------------|-------------------------------------|--------------------------|
| Baseball diamond not wheelchair accessible | Paved Pathway | 2015 | N/A (no longer there) |
| Roadway to park needs to be paved | Pavement | 2015 | 2024 |
| No access to shaded building area | Pathway and small ramp required | 2015 | Complete |

| | | | |
|---|----------------|------|----------|
| Play area not wheelchair accessible | Paved pathways | 2015 | Complete |
| No path to the ramp at the play structure | Paved pathway | 2015 | Complete |

16. Township of South Glengarry Municipal Office

6 Oak Street, Lancaster, Ontario

| Barrier | Strategies for Removal or Prevention | Originally Proposed Completion Date | Revised Completion Date |
|----------------------------------|--------------------------------------|-------------------------------------|-------------------------|
| Outdoor lighting is insufficient | Add lighting near ramp | 2013 | Complete |

17. Williamstown Office (Celtic Music Hall of Fame)

19687 William Street, Williamstown, Ontario

| Barrier | Strategies for Removal or Prevention | Originally Proposed Completion Date | Revised Completion Date |
|---------------------------------------|--|-------------------------------------|-------------------------|
| No accessible parking space | Provide accessible parking | 2014 | 2020 |
| Lighting is insufficient | Fix lighting | 2014 | 2020 |
| No accessibility signage | Add signage | 2014 | 2020 |
| Exterior door not wide enough | Consult with CBO | 2015 | 2024 |
| Light switches not accessible | Lower switches or add motion sensor lighting | 2015 | 2021 |
| Bathroom door handles not lever style | Install lever handles | 2015 | 2020 |
| Toilet placement unsatisfactory | Install new toilet when needed | 2015 | 2020 |

| | | | |
|-------------------------------|---------------------------------|------|------|
| Clearance beneath sink | Correct when new sink installed | 2015 | 2020 |
| Towel dispenser inaccessible | Relocate towel dispenser | 2015 | 2020 |
| Soap dispenser not accessible | Relocate soap dispenser | 2015 | 2020 |
| Mirror placement | Relocate/adjust mirror | 2015 | 2020 |
| Cup dispenser in washrooms | Install cup dispenser | 2015 | 2020 |

Appendix 'C' – Accessibility Standards for Customer Service Policy

Policy Manual

The Township of South Glengarry

Accessibility Standards for Customer Service

POLICY STATEMENT

In providing good accessible customer service the Township of South Glengarry shall use reasonable efforts to ensure that policies, practices, and procedures are consistent with the following principles:

1. Goods and services will be provided in a manner that respects the dignity and independence of persons with disabilities.
2. The provision of goods or services to persons with disabilities, and others, will be integrated, unless an alternate measure is necessary, whether temporarily or on a permanent basis, to enable a person with a disability to obtain, use, or benefit from the goods or services.
3. Persons with disabilities will be given an opportunity equal to that given to others to obtain, use, and benefit from the goods or services.
4. Persons with disabilities may use assistive devices and/or support persons in the access of goods and services.
5. That the Township of South Glengarry employees when communicating with a person with a disability shall do so in a manner that takes into account the person's disability.

APPLICATION

This policy applies to every person who deals with members of the public or other third parties on behalf of the Township of South Glengarry whether the person does so as an employee, agent, volunteer, or otherwise.

LEGISLATIVE AUTHORITY

The Accessibility Standards for Customer Service, Ontario Regulation 429/07, was created under the *Accessibility for Ontarians with Disabilities Act, 2005* (AODA). The standard came into effect on January 1, 2008. It sets out obligations for certain persons, businesses, and other organizations to provide goods or services in a way that is accessible to people with disabilities in Ontario.

DEFINITIONS

“Assistive devices” shall mean an auxiliary aid such as communication aids, cognition aids, personal mobility aids, and medical aids. (i.e. canes, crutches, wheelchairs, or hearing aids)

“Disabilities” shall mean the same as definition of disability found in the Ontario Human Rights Code.

“Employees” shall mean every person who deals with members of the public or other third parties on behalf of the Township of South Glengarry.

“Persons with Disabilities” shall mean those individuals that are afflicted with a disability as defined under the Ontario Human Rights Code.

“Service Animals” shall mean any animal that is of service to a person with a disability.

“Support Person” shall mean any person whether a paid professional, volunteer, family member, or friend who accompanies a person with a disability in order to help with communications, personal care or medical needs, or with access to goods or services.

PRINCIPLES

Accessible Customer Service follows four basic principles:

1. Dignity – service is provided in a way that allows the person with a disability to maintain self-respect and the respect of other people.
2. Independence – when a person with a disability is allowed to do things on their own without unnecessary help or interference from others.
3. Integration – service is provided in a way that allows the person with a disability to benefit from the same services, in the same place, and in the same or similar way as other customers, unless an alternative measure is necessary to enable a person with a disability to access goods or services.
4. Equal Opportunity - service is provided to a person with a disability in such a way that they have an opportunity to access your goods or services equal to that given to others.

These basic principles will be taken into account when serving individuals with disabilities.

Staff will do the following:

1. Question - what can I do to help people with disabilities access our services?
2. Ask the individual how I can help?
3. When communicating with a person with a disability, do so in a manner that takes into account the person's disability.
4. Offer a variety of methods of communication.
5. Understand the nature and scope of the services you offer.

EXISTING POLICIES, PRACTICES, AND PROCEDURES

Existing policies, practices, and procedures will be reviewed and revised on an ongoing basis as gaps in policies are identified and impact the ability to provide goods or services to customer with disabilities. Feedback from customers will be used to identify policy gaps.

ASSISTIVE DEVICES

Every employee shall use reasonable efforts to allow person with disabilities to use their own assistive devices to access goods and/or services.

SERVICE ANIMALS

Service animals, such as guide dogs, offer independence and security to many people with various disabilities. If it is questionable whether an animal is a service animal, a person may be asked to provide a letter from a physician or nurse confirming that the person requires the animal for reasons related to a disability.

1. Every employee shall allow persons with disabilities to be accompanied by their guide dog or service animal unless the animal is excluded by law. Where an animal is excluded by law from the premises, the reason why the animal is excluded shall be explained and other reasonable arrangements to provide goods and services shall be explored with the assistance of the person with the disability.
2. The service animal shall be under the care and control of the person with the disability. If a service animal is unruly or disruptive, an employee may ask the person with the disability to remove the animal from the area, and other reasonable arrangements to provide goods or services shall be explored with assistance from the person with a disability.

SUPPORT PERSON(S)

Support person(s) assist people with disabilities in a variety of ways, by assisting with communications such as an intervener sign language interpreter, or as a Personal Support Worker providing physical assistance. A support person may also be a friend or relative that will assist and support the customer.

1. If a person with a disability is accompanied by a support person, the Township of South Glengarry shall ensure that both persons are permitted to enter the premises together and that the person with a disability is not prevented from having access to the support person while on the premises.
2. In the event that admission fees are charged, there will be no charge to the support person.
3. The Township of South Glengarry may require a person with a disability to be accompanied by a support person when on the premises, but only if a support person is necessary to protect the health or safety of the person with a disability or the health or safety of others on the premises.

SERVICE DISRUPTION – NOTICE

It is possible that from time to time there will be disruptions in service, such as an entrance way that is under repair, renovations that limit access to an area, service to an elevator, or technology that is temporarily unavailable. If disruption in service is planned, and expected, it is important to provide reasonable notice.

1. Notice of the disruption must include information about the reason of the disruption, its anticipated duration, and a description of alternative facilities.
2. Notice will be provided on the website, social media pages, signs posted at appropriate site, and, if suitable, advertised in local newspaper or radio a week in advance of the disruption.

UNEXPECTED DISRUPTION IN SERVICE – NOTICE

1. In the event of an unexpected disruption in service, notice may be provided in an appropriate manner and as quickly as possible.
2. Notice will be provided on the website, signs posted at appropriate site, and if suitable advertised on the local radio station.
3. In the event of a service disruption, alternative methods of service may be considered and those impacted by service interruption shall be informed of any alternative methods.

FORMAT OF DOCUMENTS

If requested for a copy of a document in a different format than available to accommodate a person with a disability, the Township of South Glengarry will make every attempt to provide the information requested in a format that is useful to the individual.

DOCUMENTATION

1. Notice that the Township of South Glengarry has an Accessible Customer Service Standard Policy will be posted at a conspicuous place on premises operated by the Township of South Glengarry and posted on the Township website.
2. A copy of the documents will be given upon request and consideration will be given to format to accommodate a person's disability.

TRAINING

Training on Accessible Customer Service Standards will be as follows:

1. Training will be given to every person who participates in developing the policy, practices, and procedures under the Ontario Regulation 429/07 – Accessibility Standards for Customer Service.
2. Training will be given to every person who deals with the public on behalf of the Township of South Glengarry including 3rd parties i.e. employees, agent volunteers, management.
3. Training will include:
 - i. A review of the purposes of the *Accessibility for Ontarians with Disabilities Act, 2005* and the requirements of the customer service standard.
 - ii. How to interact and communicate with persons with various types of disability.
 - iii. How to interact with persons with disabilities who use an assistive device or require the assistance of a guide dog or other service animal or the assistance of a support person.
 - iv. How to use equipment or assistive devices available on our premises, or that otherwise provide, that may help with the provision of goods or services to people with disabilities.
 - v. What to do if a person with a particular type of disability is having difficulty accessing our goods or services.

- vi. The Accessibility Customer Service Standard Policy for the Township of South Glengarry.
4. Current employees, Council, agents, volunteers, management, etc., shall receive training by December 31, 2020.
5. New employees, agents, volunteers, management, etc., shall receive training as soon as “practicable”, after being assigned.
6. Ongoing training on changes to policies, procedures, and new equipment shall be provided.
7. The method and amount of training shall be geared to the trainee’s role in terms of accessibility.
8. Training records shall be kept, including the dates when the training is provided and the names of individuals to whom the training was provided.

FEEDBACK

Feedback from customers gives the Township of South Glengarry opportunity to learn and improve. The Municipality encourages individuals to make suggestions on ways to improve our services and recognize the right of customers’ to make a complaint.

1. To ensure that the delivery of goods and services to those individuals with disabilities is provided in an effective and timely manner, the customer is invited to provide their feedback as follows:

In writing, in person, e-mail, telephone, or disk, (or any other agreed upon method) addressed to:

Clerk, Township of South Glengarry
6 Oak Street, P.O. Box 220, Lancaster Ontario, K0C 1N0
Email: info@southglengarry.com
Phone: 613-347-1166, Extension 223
Fax: 613-347-3411

2. The Clerk will respond either in writing, in person, e-mail, telephone, or disk, (or any other agreed upon method) acknowledging receipt of feedback and will set out the action to be taken in response to any complaints or suggestions.
3. Feedback will be encouraged by Township Staff and the process for feedback will be explained to customers and posted on the Township website.
4. Feedback will be used to assist with the revision of policies and procedures to provide accessible customer service.



STAFF REPORT

S.R. No. 142-2019

PREPARED BY: Joanne Haley- GM Community Services

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: December 16, 2019

SUBJECT: To Amend the Approved Site Plan for John and Karen Warden

BACKGROUND:

1. The subject property is legally described as Part Lot 18, Concession 2, I. L. and Being Parts 3 and 4 on Reference Plan No. 14R6088, in the geographic Township of Charlottenburgh, now in the Township of South Glengarry, County of Glengarry also known as 6275 Boundary Road.
2. As per our Site Plan Control By-Law 14-18, all development located in a Commercial Zone is subject to Site Plan Control. The subject property is currently developed, as some development occurred without building permits that are required by the Ontario Building Code (OBC); therefore, the Site Plan and Site Plan Agreement addresses what is existing.
3. On September 16th, 2019, Council approved the Site Plan Control Agreement and authorized the Mayor and Clerk to execute the agreement.

ANALYSIS:

4. The approved agreement contained specific deadlines, conditions and provisions to ensure that the development was executed as per the approved plans and agreement.
5. On December 9, 2019, one of the owners, John Warden, sent an e-mail requesting an extension on the approved Site Plan control agreement. Following an exchange of emails with Mr. Warden, a three-month extension was requested to extend the date of the following condition:
 - a) The Owner agrees to file a complete building permit application(s) for all structures located on the subject property that have been constructed without a permit or where by a change of use of the structure (s) has occurred without a building permit including the existing OBC Class 5 system (septic holding tank) on or before December 20, 2019.



6. This is being requested due to the recent passing of the certified designer that was completing the drawings for the structures located on the subject property that require building permits for construction and change of use.
7. The approved Site Plan had not been registered on title immediately following Council's approval of the agreement, therefore there are no costs associated with this request.
8. The attached agreement has been amended to include a new deadline of March 20, 2020 which is adequate time to allow the property owners to file complete applications for all structures located on the subject property that have been constructed without a permit or require a change of use under the Ontario Building Code.
9. The Site Plan Control Agreement and the Site Plan will be registered on title following the execution of the agreement.

IMPACT ON 2019 BUDGET:

N/A

ALIGNMENT WITH STRATEGIC PLAN:

N/A

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 142-2019 be received and that the Council of the Township of South Glengarry approves By-Law # 77-2019, and the amended Site Plan Control Agreement for the property legally described Part Lot 18, Concession 2, I. L. and Being Parts 3 and 4 on Reference Plan No. 14R6088, in the geographic Township of Charlottenburgh, now in the Township of South Glengarry, County of Glengarry also known as 6275 Boundary Road and authorizes the Mayor and Clerk to execute the Site Plan Control Agreement.

Recommended to Council for
Consideration by:
CAO – TIM MILLS

SG-D-19

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY
BY-LAW 77-2019
FOR THE YEAR 2019**

***BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO
ENTER INTO A SITE PLAN AGREEMENT BETWEEN THE
TOWNSHIP OF SOUTH GLENGARRY AND JOHN AND KAREN
WARDEN***

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

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

AND WHEREAS the Council of the Township of South Glengarry deems it necessary and in the public interest to enter into a Site Plan Agreement with Karen and John Warden being the owners of the land described as Part Lot 18, Concession 2, I. L. and Being Parts 3 and 4 on Reference Plan No. 14R6088, in the geographic Township of Charlottenburgh, now in the Township of South Glengarry, County of Glengarry also known as 6275 Boundary Road.

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

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

1. **THAT** the Mayor and Clerk are hereby authorized to sign a Site Plan Control Agreement with Karen and John Warden, a copy of which is attached hereto as Schedule "A" and is hereby declared to form part of this by-law.
2. **THAT** this by-law shall come into force and take effect on the date of its final passing.

***READ A FIRST, SECOND AND THIRD TIME, PASSED, SIGNED
AND SEALED IN OPEN COUNCIL THIS 16th DAY OF
DECEMBER, 2019***

MAYOR: CLERK:

THIS AGREEMENT made in QUADRUPLICATE this 16th Day of DECEMBER, 2019

BETWEEN: John Brian and Karen Anne Warden

HEREINAFTER CALLED THE “OWNER”
OF THE FIRST PART

AND: THE CORPORATION OF THE TOWNSHIP OF
SOUTH GLENGARRY

HEREINAFTER CALLED THE “TOWNSHIP”
OF THE SECOND PART

WHEREAS the Township of South Glengarry has enacted Site Plan Control Provisions pursuant to the provisions of Section 41 of the *Planning Act* R.S.O. 1990, Chapter P.13, as amended;

AND WHEREAS the Owner is the Owner of the lands, more particularly described in the Schedule hereto annexed and marked "A", and which are hereinafter referred to as the "Site".

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the approval of the plans for the development on the subject parcel of land by the Township and the sum of Two Dollars (\$2.00) of lawful money of Canada paid by the Owner to the Township, the receipt whereof is hereby acknowledged by the Owner, the Owner and the Township agree as follows:

TABLE OF CONTENTS

| | |
|----------------|--------------------------------------|
| PART 1 | DEFINITIONS, LAND AND SCHEDULES |
| PART 2 | GENERAL |
| PART 3 | BUILDING AND PLANNING REQUIREMENTS |
| PART 4 | LANDSCAPING REQUIREMENTS |
| PART 5 | SERVICING REQUIREMENTS |
| PART 6 | FINANCIAL REQUIREMENTS |
| PART 7 | RELEASE OF DEPOSIT |
| PART 8 | SPECIAL CONDITIONS |
| PART 9 | INSURANCE |
| PART 9 | GENERAL CONDITIONS |
| PART 10 | MINOR MODIFICATIONS TO THE SITE PLAN |

1. DEFINITIONS, LAND AND SCHEDULES

In this Agreement:

- a) **“AGREEMENT”** shall mean this Agreement and the Schedules which shall be deemed to be covenants as though specifically set out therein;
- b) **“TOWNSHIP”** shall mean the Corporation of the Township of South Glengarry and shall include any employee or agent authorized by the Council of the said Township to act on its behalf;
- c) **“OWNER OR OWNERS”** includes the parties of the First Part, their heirs, executors, administrators, successors and assigns and agents thereof, contractor, or subcontractor carrying out the Work for or on behalf of the Owner or Owners;
- d) **“WORK”** shall mean any work, material, matter or thing required by this Agreement to be supplied or performed, or any part thereof and includes any work referred to in the Schedules attached herein.
- e) **“ACCEPTANCE”** means the date on which the Township accepts all works and obligations which are constructed, installed, supplied or performed by the Owner pursuant to this Agreement and further referred to in this Agreement;
- f) **“APPROVAL”** means the date on which the Township is satisfied that certain works have been constructed, installed or performed to the satisfaction of the Township, and further referred to in this Agreement
- g) **“MAINTAIN”** includes repair, replace, reinstate and/or keep operational;
- h) **“COUNCIL”** shall mean the Council of the Township
- i) **“CORNWALL”** means the City of Cornwall
- j) **“OBC”** means the Ontario Building Code

The lands to which this Agreement applies are those described in Schedule “A” and shown on the plan attached to Schedule “B”.

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

| | |
|--------------|---|
| Schedule “A” | - Description of the land to which this Agreement applies |
| Schedule “B” | - Plans |
| Schedule “C” | - Financial Requirements |
| Schedule “D” | - Form of Letter of Credit |

2. GENERAL

- a) The Owner hereby agrees that the lands affected by this Agreement are those lands described in Schedule “A” to this Agreement.
- b) It is understood and agreed that development of the lands affected by this Agreement shall be governed by the present Site Plan Agreement and attached Schedules. It is understood and agreed that written approval of the Township, in a form determined solely by the Township, is required prior to any departure from the specifications of the said Schedules being undertaken.
- c) The Owner shall not call into question, directly or indirectly, in any proceeding whatsoever, in law or in equity, or before any administrative

tribunal, the right of the Township to enter into this Agreement and to enforce each and every term, covenant and condition herein contained.

- d) The Owner covenants and agrees with the Township that if the Owner sells or conveys the lands herein described as the "Site" or any part thereof that each deed of grant shall contain a covenant on the part of the grantee in such deed binding itself, its heirs, executors, administrators, successors and assigns to the terms of this Agreement and to the carrying out of the Work and obligations of the Owner under this Agreement and a covenant to include a similar covenant in all subsequent deeds of grant of the said lands until the Work and obligations of the Owner under this Agreement have been fully performed. All covenants and agreements herein contained, assumed by, or imposed upon the Owner are deemed to be covenants which run with and bind the lands herein described and every part thereof.
- e) The Owner shall cause this Agreement to be registered on the lands to which this Agreement applies, at the expense of the Owner, immediately after the execution of this Agreement before the registration of any other instrument. The Owner may apply for, but not request nor require the Township to issue building permits for the construction of the Work on the said lands, until this Agreement has been signed and until all of the payments and performance deposits required of the Owner by the terms and conditions of this Agreement have been made.
- f) The Owner shall provide As-built plans, when the project is completed, to the satisfaction of the Township.
- g) The Owner covenants and agrees to satisfy all conditions of approval and abide by all municipal by-laws, statutes and regulations.

3. BUILDING AND PLANNING REQUIREMENTS

- a) The Owner agrees to file a complete building permit application(s) for all structures located on the subject property that have been constructed without a permit or where by a change of use of the structure (s) has occurred without a building permit including the existing OBC Class 5 system (septic holding tank) on or before March 20, 2020.
- b) The Owner agrees that no buildings or other work shall be erected on the said lands other than those erected in conformity with Schedule "B".
- c) The Owner understands that nothing in this Agreement shall restrict the Owner from applying at any time in the future for building permits to construct extensions and/or additional buildings as may be permitted from time to time by the By-Laws of the Township, subject to the requirement by the Township of a new Site Plan Agreement.
- d) The Owner understands and agrees that written authority of the Township shall be obtained prior to any alterations being made to the subject property which would in any way represent a departure from the specifications detailed in the said Schedules.
- e) Subject to the provisions of any By-Laws enacted by the Township respecting the repair and maintenance of properties the Owner shall repair and maintain at all times and to the satisfaction of the Township, all buildings located on the subject property together with all parking areas, fire route and accesses.

- f) The Owner shall not dump or permit to be dumped any fill or debris on adjacent lands, except as approved by the Township.
- g) All exterior lighting shall be directed to shine down and away from abutting properties and public highways.

4. LANDSCAPING REQUIREMENTS

- a) All areas not landscaped shall be maintained by regular grass cutting and, shall be graded and seeded to allow for normal grass cutting operations so as to present and maintain a neat, clean, and orderly appearance.

5. SERVICING REQUIREMENTS

- a) It is hereby agreed that a Class 5- Sewage System, as defined by the OBC, is an acceptable form of servicing for the two non-residential structures providing that a written agreement for the disposal of sanitary sewage from the Class 5 Sewage System shall be entered into between the Owner and a hauled swage system operator with a copy of said agreement provided to the Township within 30 days of receipt of the Compliance Certificate issued by the Township for said system.

6. FINANCIAL REQUIREMENTS

- a) The Owner shall pay to the Township, by cash or certified cheque, the charges and fees, as set out in this Agreement and other financial requirements including but not limited to reasonable administrative, legal, and building permit fees that may be required of the Township as established by by-law or resolution of the Council of the Township in effect at the time of application for a building permit. The Owner shall reimburse the Township for all present and future invoices from the Township's solicitor regarding this Site Plan.
- b) It is further agreed that all matters and things required to be provided and maintained in this Agreement shall be provided and maintained by the Owner at its sole risk and expense and to the satisfaction of the Township. In order to ensure that such matters and things are provided and maintained by the Owner, before this Agreement is executed by the Township, the Owner shall deposit with the Township, a sum in cash or irrevocable letter of credit in a form approved by the Township Treasurer (which deposit, however made, may be referred to hereafter as "a deposit"), equal to **\$5,000** based upon a range of the estimated cost of the Work to be done by the Owner, such cost of construction and installation of the Work being shown in Schedule "C" hereto annexed. If the Owner satisfies the provisions of this clause by depositing an irrevocable letter of credit with the Township it must be in the form set out in Schedule "D" annexed hereto.
- c) In the event of a default by the Owner or its assigns in the provision, maintenance and repair of all matters and things required to be done by the Owner pursuant to this Agreement, the Township may at the expense of the Owner, enter upon the lands and do all such matters and things as are in default. The Township may authorize the use of any or all of the cash or letter of credit deposited with the Township pursuant to Clause 6(b), to pay for the cost to the Township of carrying out of such matters or things. "Cost" and "expense of the Owner" in this Clause shall be actual cost incurred by the Township plus fifteen percent (15 %) of such cost as a charge for

overhead. Any costs incurred by the Township pursuant to this clause which are in excess of the amount of a deposit held by the Corporation pursuant to clause 6(b) shall be paid by the Owner to the Township within thirty (30) days of the mailing of an invoice by the Township addressed to the Owner at its last known address for such amount in excess and any costs referred to in this clause may be recovered by the Township in like manner as municipal taxes pursuant to the provisions of Section 398 of the *Municipal Act, 2001*, S.O. 2001, c.25 as amended.

- d) If the Owner satisfies the provisions of clause 6(b) by depositing an irrevocable letter of credit or cash with the Township, the following provisions shall apply:
 - i) until the completion of all Work required to be provided and maintained by the Owner pursuant to this Agreement, to the satisfaction of the Township, it will be a condition of the letter of credit that it shall be deemed to be automatically extended without amendment from year to year from the existing or any future expiration date thereof, unless at least 90 days prior to any such future expiration date, the financial institution which issued the letter of credit notifies the Township in writing by registered mail that it elects not to consider the letter of credit to be renewable for any additional period.
 - ii) If the Owner and/or financial institution fails to extend the letter of credit as required under sub-clause (i) hereof as required by the Township, such failure shall be deemed to be a breach of this Agreement by the Owner, and the Township, without notice to the Owner may call upon any part of the whole amount of the existing letter of credit, notwithstanding anything herein otherwise contained. Any amount received by the Township shall be held by the Township in the same manner as if it had originally been cash deposited.
- e) The Owner shall pay all arrears of taxes outstanding against the lands prior to the execution of this Agreement. The Owner shall pay all taxes levied or to be levied on the lands on the basis of and in accordance with assessment and the collector's roll entries until such time as the lands have been reassessed and re-entered on the collector's roll in accordance with the description of the lands contained in Schedule "A" hereto.

7. RELEASE OF DEPOSIT

- a) Upon completion of the Work and receipt by the Township of a written request of the Owner, the Township shall conduct a site inspection to determine the conformity of the completed Work. The request must be accompanied by a written certification from the project engineer confirming that the Work has been completed in accordance with this agreement and in accordance with generally accepted construction standards. The security deposit shall be released when the Work required pursuant to this agreement have, in the opinion of the Township, been substantially completed by the Owner.
- b) The Owner may, from time to time during the construction period, request that the Township reduce the security deposit outlined in Schedule "C" in an amount equal to the cost of any completed Work. Any such request must be accompanied by a written certification from the project engineer confirming that the applicable portion of the Work has been completed in accordance with this agreement and in accordance with generally accepted construction standards.
- c) An inspection will be carried out by the Township Engineer or her or her designate in order to determine the appropriate amount to release for the

completed Work. Please note that 15% of the value of any Work performed will be held back for a period of one (1) year from the date of the substantial completion and upon receipt of the As-built plans by the Township.

- d) On completion of all matters and things to be provided and maintained by the Owner pursuant to this Agreement to the satisfaction of the Township, the Owner shall be entitled to have released to it the deposit or the balance of the deposit then held by the Township pursuant to this Agreement, but only after clause 7b) has taken place.

8. SPECIAL CONDITIONS

- h) The Owner agrees to file a complete building permit application(s) for all structures located on the subject property that have been constructed without a permit or where by a change of use of the structure (s) has occurred without a building permit including the existing OBC Class 5 system (septic holding tank) on or before March 20, 2020.
- a) The Owner agrees to ensure that all development be constructed as per professional engineering standards.
- b) The Owner shall remove the two structures that have been temporally placed on the subject property on or before June 1, 2020. If these structures are relocated to another property within the Township the Owner shall confirm that the proposed location of structures and use of the structures are in conformity with the Township's Comprehensive Zoning By-Law and a building permit must be applied for and obtained as per the OBC.
- c) The Owner agrees to remove the existing northerly access upon the request of a Right of Way Permit from Cornwall for the proposed new driveway entrance as per the request of Cornwall.
- d) The Owner agrees to connect to Municipal Services within twelve (12) months of them becoming available for use or within the timeframe required by the Township as per the project schedule.
- e) The Owner agrees to install a Class 4 Sewage System as defined by the OBC, with a permit from the Township, to service the non-residential buildings within twelve (12) months of receipt of written notice from the Township, if:
 - i) The Township has not entered into an agreement with Cornwall for municipal services within 5 years from the date of execution of this Agreement;
 - ii) Negotiations for Municipal Services with Cornwall fail, or the project does not receive support from the potential users, or it is determined that municipal services will not become available to the applicant for some other reason not specifically named herein;
- f) The Owner agrees to install a Class 4 Sewage System as defined by the OBC, with a permit from the Township prior to selling the property.
- g) In the event of a default by the Owner of Special Condition 8 e) the Township will, at the expense of the Owner, install a Class 4 Sewage System.

9. GENERAL CONDITIONS

- a) All discharges from the Owner's property shall comply with the provisions of the Township's By-laws as amended from time to time.
- b) The Owner acknowledges and agrees that failure to comply with any term or condition herein may result in the Township taking such action to enforce compliance, as deemed appropriate by the Township.
- c) This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns, and all covenants and agreements herein contained, assumed by, or imposed upon the Owner are deemed to be covenants which run with and bind the lands and every part thereof.
- d) In every clause of this Agreement, unless the contrary intention appears, words importing the singular number or the masculine gender only, include more persons, parties or things of the same kind than one, and females as well as males and the converse, and a word interpreted in the singular number has a corresponding meaning when used in the plural.
- e) Any notice required or permitted by this Agreement to be given by the parties hereto shall be in writing and shall be conclusively deemed to have been delivered on the date of mailing of such notice.
- f) Any such notice required to be given herein shall be in writing and shall be delivered in person or by prepaid registered mail, to the attention of the Owner and/or the Township as follows:

TO THE OWNER: John and Karen Warden
 6275 Boundary Road
 Cornwall, ON
 K6H 7P9

or such other address as the Owner has notified the Township Clerk in writing.

TO THE TOWNSHIP: CORPORATION OF THE TOWNSHIP OF
 SOUTH GLENGARRY
 6 OAK STREET
 LANCASTER, ONTARIO K0C 1N0

- g) The Owner, on behalf of itself, its heirs, executors, administrators and permitted assigns, including his successors in title, covenants and agrees to indemnify and save harmless the Township from all actions, causes of actions, suits, claims or demands whatsoever which arise directly or by reason of the development of the Site and the construction and maintenance or the improper or inadequate construction and/or maintenance of the Work.
- h) All clause headings are for ease of reference only and shall not affect the construction or interpretation of this Agreement.

10. MINOR MODIFICATIONS TO THE SITE PLAN

- a) The Owner shall notify the Township of any proposed change of use or uses on the Site before, during or after the completion of the Work required under this Agreement.

- b) Minor modifications made to this Site Plan Agreement may be approved without an amendment to this Agreement with the authorization of the General Manager of Community Services and the Director of Development/CBO.

IN WITNESS WHEREOF the Owner hereunto set his Hand and Seal or affixed its Seal duly attested to by its proper officers in that behalf.

DATED AT THE _____ THIS ____ DAY OF _____, 2019.

SIGNED, SEALED AND DELIVERED in the presence of:

Per: John Brian Warden

Per: Karen Anne Warden

DATED AT THE TOWNSHIP OF SOUTH GLENGARRY THIS ____ DAY OF _____, 2019.

SIGNED, SEALED AND DELIVERED in the presence of:

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

Frank Prevost, Mayor

Kelli Campeau, Clerk

SCHEDULE “A”

DESCRIPTION OF THE LANDS TO WHICH THIS AGREEMENT APPLIES

Part Lot 18, Concession 2, I. L. and Being Parts 3 and 4 on Reference Plan No. 14R6088, in the geographic Township of Charlottenburgh, now in the Township of South Glengarry, County of Glengarry also known as 6275 Boundary Road.

SCHEDULE "B"

PLANS

The following plan/drawing apply to this Site Plan Agreement, the development of the lands; the construction of all Works will be in accordance with these plan/drawing:

The following approved plan shall be deemed to form part of Schedule “B” of this agreement:

Plan:

| Drawing No. | Drawing Description | Prepared by | Current Revision Date DD/MM/YYYY |
|-------------|---------------------|-----------------|-------------------------------------|
| C1.1 | General Site Plan | EVb Engineering | 06/26/2019 |

The original plan can be viewed at the Corporation of the Township of South Glengarry at the following address: 6 Oak Street, Lancaster, Ontario, K0C 1N0

SCHEDULE 'C'**FINANCIAL REQUIREMENTS**

The Owner shall deposit with the Township cash, certified cheque or letter of credit in the amount of **\$5,000.00** representing a portion of the cost to develop all exterior works including but not limited to: driveways, parking, grading, drainage; landscaping, exterior lighting and site services for the property in accordance with the approved plans as listed in Schedule "B".

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

The security deposit will be released based upon the following:

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

The 15% security deposit will be released by the Township of South Glengarry following one year of the completion of the site works subject to a favourable site inspection by the Chief Building Official and the receipt of the "As Built" Drawings to ensure that all exterior site works have been constructed in accordance with the Site Plan and Approved Plans and are functioning accordingly.

- 2) The Owner shall reimburse the Township for all invoices submitted by the Township's consultant that may be required for a Peer Review as well as Legal Fees submitted to the Township from its solicitor in regards to this Site Plan.

SCHEDULE "D"

FORM OF LETTER OF CREDIT

The Corporation of the Township of South Glengarry
6 Oak Street
Lancaster, Ontario
K0C 1N0

RE: Guarantee No.:
Amount \$:
Expiry Date:

Dear Sirs:

At the request of _____ (the "Customer") the Bank of _____ (the "Bank"), for valuable consideration, the receipt whereof is hereby acknowledged, by this letter of guarantee (the "Guarantee") irrevocably and unconditionally guarantees payment to you, the Corporation of the Township of South Glengarry (the "Corporation"), of a total amount of \$_____.

This guarantee is issued in connection with the performance by _____ of all the terms of a Site Plan Agreement (the "Agreement") dated the _____.

A payment under this Guarantee shall be made before the expiry hereof upon your presenting to the Bank at its _____ Branch:

- (a) your written demand for payment in the form described below;
- (b) this Guarantee; and
- (c) either:
 - (i) vouchers paid by the Corporation certified by its Treasurer as having been paid by him on account of the Customer, for work services or materials required to be performed or supplied under the said Agreement, or
 - (ii) a letter from the Corporation certifying that the "Customer" is in default in performing or supplying work, services or materials required to be performed or supplied under the said Agreement whether or not the Corporation has itself already performed or supplied the same.

The said demand shall refer to this Guarantee by the above number, shall state the amount demanded and shall certify:

- (a) that the amount is due and payable to you by the Customer;
- (b) that you have requested payment of the said amount from the Customer and have not received payment; and
- (c) that the amount remains unpaid thirty (30) days after mailing of written demand.

Upon receipt by the Bank at the said Branch of the said demand and the other documents referred to above on or before the Expiry Date, the Bank shall pay to you the amount stated in the said demand to be payable to you by way of the Bank's draft without enquiring whether you have a right to such amount as between yourself and the Customer, provided that such amount, together with other amounts paid to you under this Guarantee, if any, does not exceed in the aggregate the amount of this Guarantee.

The Bank may note on this Guarantee the amount and date of any payment made to you under this Guarantee and shall retain this Guarantee if the aggregate amount of this Guarantee has not been paid to you if the Expiry Date has occurred.

This letter of Guarantee is irrevocable until _____ but automatically renews from year to year, unless the Bank gives ninety (90) days notice that it does not

propose to renew it. This letter of credit may be reduced from time to time if the Corporation certifies to the Bank that part of the work has been complete



STAFF REPORT

S.R. No. 143-2019

PREPARED BY: Joanne Haley, GM Community Services

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: December 16, 2019

SUBJECT: CIP Applications and Agreements

BACKGROUND:

1. The application period for the third round of CIP applications closed on November 22, 2019.
2. Four complete applications were received and reviewed by Administration and forwarded to the CIP Advisory Committee (CIPAC) for review and consideration.
3. The Committee met on November 27, 2019 to review the applications; general discussions about the CIP program also occurred.
4. Three applications were recommended to be approved as applied for and one was recommended by the Committee to be modified due to the concern of the longevity of the proposed repair.

ANALYSIS:

5. Council must consider the CIPAC recommendations. If Council agrees with the recommendations, an agreement must be entered into with the applicant identifying the scope of work and the amount to be paid for by the Township upon completion of the work and submission of receipts indicating that the work has been paid in full by the applicant.

The following are the recommendations from the committee:

Application #1 - Rob McIntosh China Inc.

- Located at 20369 South Service Road
- Program #2 - Building Improvement and Program #3 - Commercial Signage and Awnings
- Grant request - \$1,031.96
- Project Description: Replace and erect a new sign located at the corner of County Road 2, the 401 exit and the South Service Road and to improve



and paint the roof of the former school house, now a retail store located on the subject property and visible from both the South Service Road and County Road 2.

- Purpose: Increase customers, tourist visits and to beautify the exterior of the building and the property.

The Committee recommends that Council approve the application for Rob McIntosh China Inc for both Program #2 - Building Improvements and Program #3 - Signage for a total cost of **\$1,031.96**.

Application #2 - Zakir Ali - 2544742 Ontario Inc.

- Located at 203 Military Road South, Lancaster
- Program #2 – Building Improvement
- Grant request - \$3,590.08
- Project Description: To improve the building by repairing the broken concrete around the posts, to level off the chipped concrete at the entrance of the building and to paint the cement, as well as to install 2 new front doors, 2 panes on the bay window and 2 new windows in the upstairs apartment.
- Purpose: To modernize the building and to attract new businesses and tenants.

The Committee did not support the request to repair the concrete and to repair the cement due to the proposed methodology and the longevity of the works.

The Committee recommends to Council to approve the installation of 2 new front doors, 2 panes on the bay window and 2 new windows in the upstairs apartment for Program #2 - Building Improvements for a total cost of **\$3,494.74**.

Application #3 - Trading Post Studio

- Located at 191 Military Road, Lancaster
- Program #3 - Commercial Signage and Awnings
- Grant request - \$1,400.00
- Project Description: To purchase and install 2 signs. The main large sign will showcase the name of the business and the small sign will identify the services offered.
- Purpose: To increase customers, tourist visits and to beautify the exterior of the building/property.

The Committee recommends that Council approve the application for Trading Post Studio for Program #3 - Commercial Signage & Awnings for a total cost of **\$1,400.00**.



Application #4 - St. Pierre Autopro/1935379 Ontario Inc.

- 175 Military Road, Lancaster
- Program #2 - Building Improvement
- Grant request - \$2,250.50
- Project Description: To replace the existing three panel front window with one complete window unit
- Purpose: To increase customers and to beautify the exterior of the building/property

The Committee recommends that Council approve the application for St. Pierre Autopro for Program #2 - Building Improvements for a total cost of **\$2,250.50**.

6. If Council approves the applications as reviewed and recommended by the Committee, a total of \$8,177.20 will be granted in this round.

IMPACT ON 2019 BUDGET:

7. Council allocated \$60,000 to the Community Improvement Plan Program in 2019. To date, Council has awarded \$12,914.47 of these funds for previous CIP application rounds.
8. The total grants requested in this round total \$8,177.20; therefore, the total amount awarded in 2019 would be \$21,091.67 if all recommended applications are approved this round.
9. There will be \$38,908.33 in the 2019 budget that will be unspent.

ALIGNMENT WITH STRATEGIC PLAN:

Goal 1: Enhance economic growth and prosperity.

Goal 3: Improve quality of life in our community.

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 143-2019 be received and that the Council of the Township of South Glengarry approves By-laws 78-2019 to 81-2019, being by-laws to enter into CIP Agreements with Rob McIntosh China Inc., 2544742 Ontario Inc., Trading Post Studio – Lesa Perry-Fortier and 1935379 Ontario Inc. and furthermore that the Mayor and Clerk be authorized to sign all relevant documents.



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

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

SG-D-19

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY
BY-LAW 78-2019
FOR THE YEAR 2019**

BEING A BY-LAW TO ENTER INTO A COMMUNITY IMPROVEMENT PLAN (CIP) AGREEMENT BETWEEN THE TOWNSHIP OF SOUTH GLENGARRY AND ROB MCINTOSH CHINA INC.

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

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

AND WHEREAS the *Planning Act, R.S.O. 1990*, Section 28 (7) states that the municipality may make grants or loans to registered owners, assessed owners and tenants of lands and buildings within the community improvement project area, and to any person to whom such an owner or tenant has assigned the right to receive a grant or loan, to pay for the whole or any part of the eligible costs of the community improvement plan;

AND WHEREAS Council of the Township of South Glengarry desires to enter into a CIP Agreement for the purpose of carrying out the provisions of the municipality's CIP.

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

1. **THAT** the Township of South Glengarry enter into a CIP Agreement for Program 2 – Building Improvement and Program 3 – Commercial Signage and Awnings with Rob McIntosh China Inc. for the property described as Part of Lot 38, Concession 1 in the geographic Township of Lancaster, also known as 20369 South Service Road.
2. **THAT** the Mayor and Clerk are hereby authorized to execute the Agreement attached hereto as Schedule “A” and is hereby declared to form part of this by-law.
3. **THAT** this by-law shall come into force and take effect on the date of its final passing.

***READ A FIRST, SECOND AND THIRD TIME, PASSED, SIGNED AND SEALED
IN OPEN COUNCIL THIS 16TH DAY OF DECEMBER, 2019***

MAYOR: _____ CLERK: _____



COMMUNITY IMPROVEMENT PLAN AGREEMENT

made in Duplicate this

16th day of December, 2019

BETWEEN:

Rob McIntosh China Inc.

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

AND

THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY

**Hereinafter called the "TOWNSHIP"
OF THE SECOND PART**

WHEREAS:

The Recipient(s) is the registered owner of the property located at 20369 South Service Road, Lancaster;

The Recipient(s) has applied for and the Township has agreed to provide financial assistance for Program #2- Building Improvement and Program #3- Commercial Signage and Awnings of the Township's Community Improvement Plan (CIP);

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein;

1. The Township will provide financial assistance to the Recipient(s) for the work(s) described in 'Schedule A' under the Building Improvement Grant and the Commercial Signage and Awning Grant as follows:
 - a) An amount of up to \$494.37 (four hundred and ninety-four dollars and thirty-seven cents) (such sum not to exceed 50% of the value of the receipts submitted), shall be paid to the Recipient(s) in the form of a Building Improvement Grant upon receipt of the paid invoice(s);
 - b) An amount of up to \$537.59 (five hundred and thirty-seven dollars and fifty-nine cents), (such sum not to exceed 50% of the value of the receipts submitted) shall be paid to the Recipient (s) in the form of a Commercial Signage and Awning Grant upon receipt of the paid invoice(s);
2. Building Improvement and Signage Grant funds are released once the work is completed. The Applicant must present receipts as proof of payment of eligible costs for the work as well as before and after photos of the entire project prior to the payment of funds. Funds will be paid within 30 days of receipt of the required items listed above. Receipts for paid invoices are the only acceptable proof of payment that will be considered by the Township.
3. Works under the Community Improvement Plan shall be completed within eighteen months of the date of this Agreement or the Agreement shall become null and void. Funds advanced shall be repayable within 30 days following the voiding of this agreement.

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

WITNESS

**BARBARA MCINTOSH – ROB MCINTOSH CHINA INC.
(I HAVE AUTHORITY TO BIND THE CORPORATION)**

DATE

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

PER:_____

MAYOR FRANK PREVOST DATE

PER:_____

CLERK KELLI CAMPEAU DATE

SCHEDULE "A"

DESCRIPTION OF THE WORKS

Program #2 – Building Improvement & Program #3 -Commercial Signage and Awnings

Total Cost of Works: \$988.75 excluding HST for Building Improvement and \$1,075.00 excluding HST for Commercial Signage (based on the lowest quote provided in the application)

Grant Approved: = \$1,031.96

Proposed Works: Replace and erect and new sign located at the corner of County Road 2, the 401 exit and the South Service Road and to improve and paint the roof of the former school house, now a retail store located on the subject property and visible from both the South Service Road and County Road 2.

SG-D-19

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY
BY-LAW 79-2019
FOR THE YEAR 2019**

BEING A BY-LAW TO ENTER INTO A COMMUNITY IMPROVEMENT PLAN (CIP) AGREEMENT BETWEEN THE TOWNSHIP OF SOUTH GLENGARRY AND 2544742 ONTARIO INC.

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

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

AND WHEREAS the *Planning Act, R.S.O. 1990*, Section 28 (7) states that the municipality may make grants or loans to registered owners, assessed owners and tenants of lands and buildings within the community improvement project area, and to any person to whom such an owner or tenant has assigned the right to receive a grant or loan, to pay for the whole or any part of the eligible costs of the community improvement plan;

AND WHEREAS Council of the Township of South Glengarry desires to enter into a CIP Agreement for the purpose of carrying out the provisions of the municipality's CIP.

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

1. **THAT** the Township of South Glengarry enter into a CIP Agreement for Program 2 – Building Improvement with 2544742 Ontario Inc. for the property described as Part of Lots 5 & 6, Registered Plan #26, in the geographic Village of Lancaster, also known as 203 Military Road.
2. **THAT** the Mayor and Clerk are hereby authorized to execute the Agreement attached hereto as Schedule “A” and is hereby declared to form part of this by-law.
3. **THAT** this by-law shall come into force and take effect on the date of its final passing.

***READ A FIRST, SECOND AND THIRD TIME, PASSED, SIGNED AND SEALED
IN OPEN COUNCIL THIS 16TH DAY OF DECEMBER, 2019***

MAYOR:

CLERK:



COMMUNITY IMPROVEMENT PLAN AGREEMENT

made in Duplicate this

16th day of December, 2019

BETWEEN:

2544742 ONTARIO INC.

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

AND

THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY

**Hereinafter called the "TOWNSHIP"
OF THE SECOND PART**

WHEREAS:

The Recipient(s) is the registered owner of the property located at 203 Military Road, Lancaster;

The Recipient(s) has applied for and the Township has agreed to provide financial assistance for Program #2- Building Improvement of the Township's Community Improvement Plan (CIP);

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein;

1. The Township will provide financial assistance to the Recipient(s) for the work(s) described in 'Schedule A' under the Building Improvement Grant as follows:
 - a) An amount of up to \$3,494.74. (three thousand, four hundred and ninety-four dollars and seventy- four cents) (such sum not to exceed 50% of the value of the receipts submitted), shall be paid to the Recipient(s) in the form of a Building Improvement Grant upon receipt of the paid invoice(s);
2. Building Improvement Grant funds are released once the work is completed. The Applicant must present receipts as proof of payment of eligible costs for the work as well as before and after photos of the entire project prior to the payment of funds. Funds will be paid within 30 days of receipt of the required items listed above. Receipts for paid invoices are the only acceptable proof of payment that will be considered by the Township.
3. Works under the Community Improvement Plan shall be completed within eighteen months of the date of this Agreement or the Agreement shall become null and void. Funds advanced shall be repayable within 30 days following the voiding of this agreement.

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

WITNESS

**ZAKIR ALI – 2544742 ONTARIO INC.
(I HAVE AUTHORITY TO BIND THE CORPORATION)**

DATE

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

PER:_____

MAYOR FRANK PREVOST DATE

PER:_____

CLERK KELLI CAMPEAU DATE

SCHEDULE "A"

DESCRIPTION OF THE WORKS

Program 2 – Building Improvement

Total Cost of Works: \$6,989.49 excluding HST for Building Improvement (based on the lowest quote provided in the application)

Grant Approved: = \$3,494.74

Proposed Works: To install 2 new front doors, 2 panes on the bay window and 2 new windows in the upstairs apartment.

SG-D-19

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY
BY-LAW 80-2019
FOR THE YEAR 2019**

BEING A BY-LAW TO ENTER INTO A COMMUNITY IMPROVEMENT PLAN (CIP) AGREEMENT BETWEEN THE TOWNSHIP OF SOUTH GLENGARRY AND TRADING POST STUDIOS – LESA PERRY-FORTIER.

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

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

AND WHEREAS the *Planning Act, R.S.O. 1990*, Section 28 (7) states that the municipality may make grants or loans to registered owners, assessed owners and tenants of lands and buildings within the community improvement project area, and to any person to whom such an owner or tenant has assigned the right to receive a grant or loan, to pay for the whole or any part of the eligible costs of the community improvement plan;

AND WHEREAS Council of the Township of South Glengarry desires to enter into a CIP Agreement for the purpose of carrying out the provisions of the municipality's CIP.

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

1. **THAT** the Township of South Glengarry enter into a CIP Agreement for Program 3 – Commercial Signage and Awnings with Trading Post Studios – Lisa Perry-Fortier for the property described as Part of Lot 3, Registered Plan #26 in the geographic Village of Lancaster, also known as 191 Military Road.
2. **THAT** the Mayor and Clerk are hereby authorized to execute the Agreement attached hereto as Schedule "A" and is hereby declared to form part of this by-law.
3. **THAT** this by-law shall come into force and take effect on the date of its final passing.

***READ A FIRST, SECOND AND THIRD TIME, PASSED, SIGNED AND SEALED
IN OPEN COUNCIL THIS 16TH DAY OF DECEMBER, 2019***

MAYOR: _____ CLERK: _____



COMMUNITY IMPROVEMENT PLAN AGREEMENT

made in Duplicate this

16th day of December, 2019

BETWEEN:

Trading Post Studio- Lesa Perry -Fortier

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

AND

THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY

**Hereinafter called the "TOWNSHIP"
OF THE SECOND PART**

WHEREAS:

The Recipient(s) is the registered owner of the property located at 191 Military Road, Lancaster;

The Recipient(s) has applied for and the Township has agreed to provide financial assistance for Program #3-Commercial Signage and Awnings of the Township's Community Improvement Plan (CIP);

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein;

1. The Township will provide financial assistance to the Recipient(s) for the work(s) described in 'Schedule A' under the Commercial Signage and Awning Grant as follows:
 - a) An amount of up to \$1,400 (fourteen hundred dollars (such sum not to exceed 50% of the value of the receipts submitted), shall be paid to the Recipient(s) in the form of a Commercial Signage and Awning Grant upon receipt of the paid invoice(s);
2. Commercial Signage Grant funds are released once the work is completed. The Applicant must present receipts as proof of payment of eligible costs for the work as well as before and after photos of the entire project prior to the payment of funds. Funds will be paid within 30 days of receipt of the required items listed above. Receipts for paid invoices are the only acceptable proof of payment that will be considered by the Township.
3. Works under the Community Improvement Plan shall be completed within eighteen months of the date of this Agreement or the Agreement shall become null and void. Funds advanced shall be repayable within 30 days following the voiding of this agreement.

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

WITNESS

**LESA PERRY FORTIER – TRADING POST STUDIOS
(I HAVE AUTHORITY TO BIND THE CORPORATION)**

DATE

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

PER:_____

MAYOR FRANK PREVOST DATE

PER:_____

CLERK KELLI CAMPEAU DATE

SCHEDULE "A"

DESCRIPTION OF THE WORKS

Program # 3 - Commercial Signage and Awnings

Total Cost of Works: \$2,800.00 excluding HST for Commercial Signage (based on the lowest quote provided in the application)

Grant Approved: = \$1,400.00

Proposed Works: To purchase and install 2 signs. The main large sign will showcase the name of the business and the small sign will identify the services offered.

SG-D-19

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY
BY-LAW 81-2019
FOR THE YEAR 2019**

BEING A BY-LAW TO ENTER INTO A COMMUNITY IMPROVEMENT PLAN (CIP) AGREEMENT BETWEEN THE TOWNSHIP OF SOUTH GLENGARRY AND 1935379 ONTARIO INC.

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

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

AND WHEREAS the *Planning Act, R.S.O. 1990*, Section 28 (7) states that the municipality may make grants or loans to registered owners, assessed owners and tenants of lands and buildings within the community improvement project area, and to any person to whom such an owner or tenant has assigned the right to receive a grant or loan, to pay for the whole or any part of the eligible costs of the community improvement plan;

AND WHEREAS Council of the Township of South Glengarry desires to enter into a CIP Agreement for the purpose of carrying out the provisions of the municipality's CIP.

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

1. **THAT** the Township of South Glengarry enter into a CIP Agreement for Program 2 – Building Improvement with 1935379 Ontario Inc. for the property described as Part of Lot 1, Plan #26, geographic Village of Lancaster, also known as 175 Military Road.
2. **THAT** the Mayor and Clerk are hereby authorized to execute the Agreement attached hereto as Schedule “A” and is hereby declared to form part of this by-law.
3. **THAT** this by-law shall come into force and take effect on the date of its final passing.

***READ A FIRST, SECOND AND THIRD TIME, PASSED, SIGNED AND SEALED
IN OPEN COUNCIL THIS 16TH DAY OF DECEMBER, 2019***

MAYOR: CLERK:



COMMUNITY IMPROVEMENT PLAN AGREEMENT

made in Duplicate this

16th day of December, 2019

BETWEEN:

1935379 ONTARIO INC.

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

AND

THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY

**Hereinafter called the "TOWNSHIP"
OF THE SECOND PART**

WHEREAS:

The Recipient(s) is the registered owner of the property located at 175 Military Road, Lancaster;

The Recipient(s) has applied for and the Township has agreed to provide financial assistance for Program #2- Building Improvement of the Township's Community Improvement Plan (CIP);

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein;

1. The Township will provide financial assistance to the Recipient(s) for the work(s) described in 'Schedule A' under the Building Improvement Grant as follows:
 - a) An amount of up to \$2,250.50 (two thousand, two hundred and fifty dollars and fifty cents) (such sum not to exceed 50% of the value of the receipts submitted), shall be paid to the Recipient(s) in the form of a Building Improvement Grant upon receipt of the paid invoice(s);
2. Building Improvement funds are released once the work is completed. The Applicant must present receipts as proof of payment of eligible costs for the work as well as before and after photos of the entire project prior to the payment of funds. Funds will be paid within 30 days of receipt of the required items listed above. Receipts for paid invoices are the only acceptable proof of payment that will be considered by the Township.
3. Works under the Community Improvement Plan shall be completed within eighteen months of the date of this Agreement or the Agreement shall become null and void. Funds advanced shall be repayable within 30 days following the voiding of this agreement.

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

WITNESS

**THOMAS ST. PIERRE –1935379 ONTARIO INC.
(I HAVE AUTHORITY TO BIND THE CORPORATION)**

DATE

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

PER:_____

MAYOR FRANK PREVOST

DATE

PER:_____

CLERK KELLI CAMPEAU

DATE

SCHEDULE "A"

DESCRIPTION OF THE WORKS

Program #2 – Building Improvement

Total Cost of Works: \$4,501.00 excluding HST for Building Improvement (based on the lowest quote provided in the application)

Grant Approved: = \$2,250.50

Proposed Works: To replace the existing three panel front window with one complete window unit.

INFORMATION REPORT

REPORT TO: Council of the Township of South Glengarry

MEETING DATE: December 16, 2019

SUBJECT: By-Law Enforcement 2019 Activity

PREPARED BY: Veronique Brunet - Manager of Municipal Law Enforcement

BY-LAW ENFORCEMENT ACTIVITIES YEAR END REPORT

The Township of South Glengarry's By-law Enforcement officer receives a wide array of concerns from the public throughout the calendar year. These concerns may vary from season to season; however, the most prevalent concerns are regarding animal control, property standards, yard maintenance, noise complaints and zoning compliance.

By-laws are primarily enforced on a reactive basis established by complaints made to the department.

KEY HIGHLIGHTS INCLUDE THE FOLLOWING:

By-law Enforcement managed 150 complaints in the 2019 calendar year. The following demonstrates the categorization by infraction:

- Property Standards: 61
- Zoning: 37
- Animal Control (not including the Dog Catcher numbers): 33
- Property Maintenance: 26
- Open Air Burn: 17
- Pool Enclosure: 1
- Building and other: 15

By-law also acted on eight carryover complaints from 2018; two remain open.

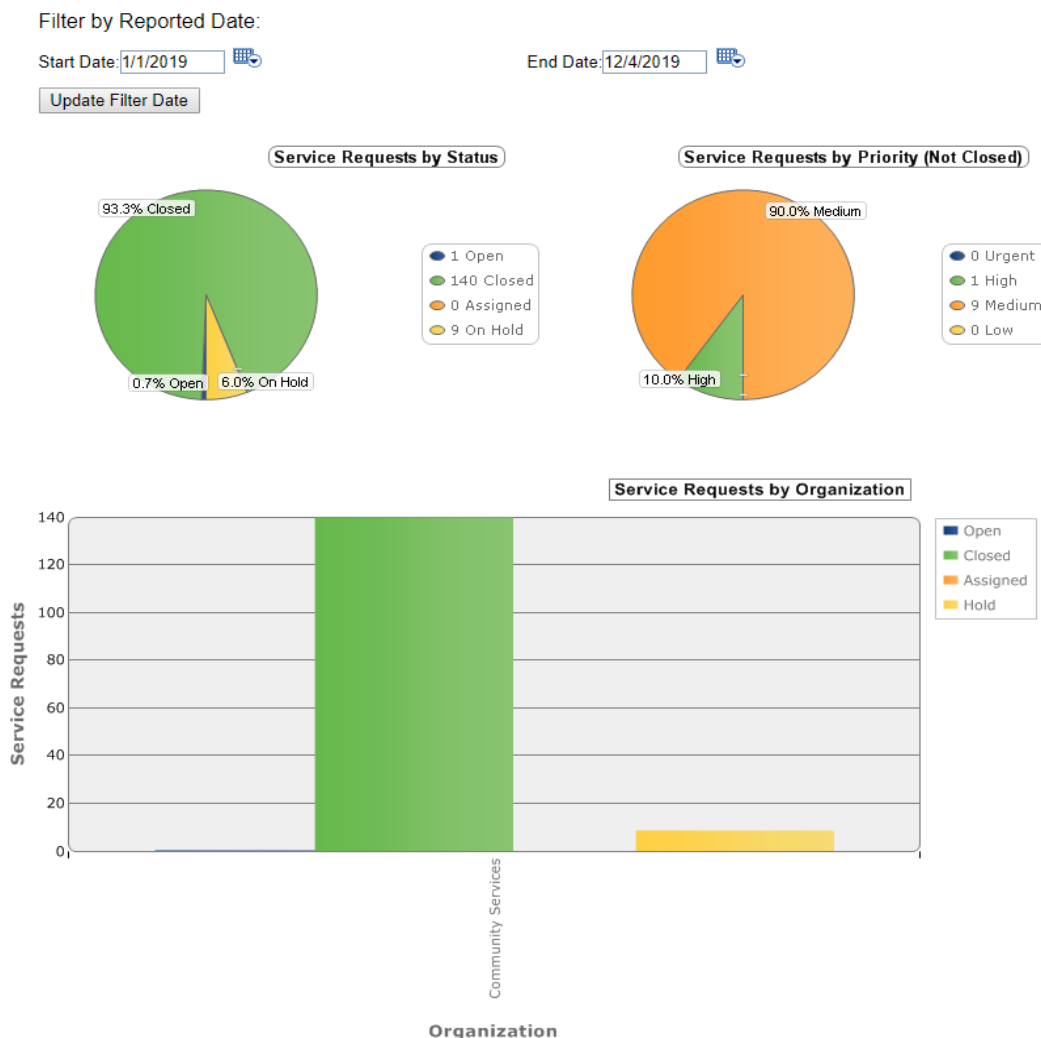
There is a 69% increase in complaints from 2018 to 2019 and a 20% increase from the last high in 2016. The following represent the complaints received per year since 2011:

| | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 |
|--|------|------|------|------|------|------|------|------|------|
| Total number of Complaints per year | 101 | 49 | 103 | 76 | 90 | 126 | 88 | 89 | 150 |

SUMMARY OF BY-LAW ADMINISTRATION:

- 117 complaints were brought into compliance by the respective property owners following a discussion, informal or formal notice.
- Twenty-three complaints required an order to meet compliance (see further breakdown below).
- Ten complaints required the Township complete the work (cut the grass).
- Ten complaints are waiting for the property owner to gain compliance; of which, one is being reviewed for a Zoning By-law Amendment.
- Three complaints are being investigated.
- One Property Standards Appeal occurred.
- Two complaints from 2018 went to court; of which one remains.
- Zero complaints from 2019 ended in court.

2019 BY-LAW ENFORCEMENT ACTIVITIES:



ORDER COMPLIANCE SUMMARY:

Twenty-three complaints required an order to meet compliance. Of the twenty-three orders, eight orders were to the same respective owners. One order was disputed, and a Property Standards Appeal occurred, resulting in an extended timeline for compliance.

Ten complaints required the Township to do the work (cut the grass) and charge it back to the property owner; of which one was enforced through the Property Standards By-Law.

Two complaints from 2018 were in court and one remains in court. There are no complaints from 2019 that resulted in court proceedings.

ANIMAL CONTROL - POUND

Kevin Casselman responded to 69 calls within South Glengarry from January to November 2019, which comprised of;

- 34 required boarding
- 10 dogs were sold
- 10 dogs were adopted
- 15 dogs were euthanized
- 3 dogs were returned to their owners

**MINUTES OF MEETING
CORNWALL REGIONAL AIRPORT COMMISSION
CIVIC COMPLEX
November 6, 2019 – 3:00 P.M.**

Present: Frank Prevost, Chair
Eric Bergeron
Justin Towndale
Dean Hollingsworth
Lyle Warden

Bob Peters, Resource Person
Steve Small, Manager
Ewen MacDonald, Resource Person

Regrets: Martin Lang

1. WELCOME

The Chair opened the meeting at 3:10 p.m.

2. ADOPTION OF THE AGENDA

It was:

MOVED BY: Lyle Warden
SECONDED BY: Justin Towndale

That the Agenda be adopted

Carried

3. APPROVAL OF MINUTES

Approval of the Minutes of the October 2nd Meeting was deferred for clarification on the presentation from McDonald Duncan and if a motion to move to an In-Camera Session was passed?

4. BUSINESS ARISING FROM THE MINUTES

There was no business arising from the minutes

5. CORRESPONDENCE

Ewen MacDonald advised of Correspondence from McDonald Duncan dealing with the OAS Lease.

Two letters were received from McDonald Duncan.

The first letter dated October 25th outlined the Scope of Engagement for the OAS Lease file. The second letter dated November 20th is for the Notice of Termination of the OAS Lease.

6. AIRPORT MANAGERS UPDATE

The Airport Manager provided a report on activities and issues since the October Meeting.

Of Note:

- The paving of the taxiway has been completed
- Chas Cormier has provided a letter for the cyclic review of the approaches and the LPV design
- There was discussion on the expansion of the General Aviation Area to create additional lots for Hangars.

7. FINANCIAL REPORT

Ewen MacDonald presented the 2020 Draft Budget for discussion and revisions.

It was decided that the cost for the RFP would be moved from the operations budget to the capital budget and the funding for this item would be drawn from reserves.

MOVED BY: Dean Hollingsworth
SECONDED BY: Justin Towndale

That the Budget be submitted as revised and that the expansion of the General Aviation Area and the Business Plan be included as Capital items.

Carried

8. AIRPORT LANDS APPRAISAL

The 25-acre parcel of land at the north end of parcel B on the historic lands document has been appraised by Enns MacEachern Pace Maloney at a value of \$50,000.00.

MOVED BY: Lyle Warden

SECONDED BY: Justin Towndale

That the 25-acre parcel at the north end of parcel B is surplus to the needs of the airport and that this parcel will be made available for sale at the appraised value of \$50,000.00

Carried

9. BUSINESS PLAN RFP

There were 3 submissions received for the RFP.

Ewen will circulate the documents to the Commission Members for further discussion at the next meeting.

Bob Peter's will provide comments and recommendations on the proposals.

The Commission is planning to move forward with the Business Plan and will award the RFP at the December meeting.

10. OTHER BUSINESS

There was no other business

11. NEXT MEETING

The next meeting will be at 3:00 on December 4th at the Civic Complex

12. ADJOURNMENT



November 27, 2019

MINUTES OF
CIPAC Committee

Township of South Glengarry

A meeting of the Community Improvement Plan Advisory Committee (CIPAC) was held at 6:00 pm on November 27, 2019 in the Council Chambers at the municipal building in Lancaster, Ontario.

Committee Members present were: Chair Councillor Sam McDonell, Barbara Menard, Trevor Bougie, Linda Allison, Ron Brennan and Staff Resource/Secretary-Joanne Haley.

Regrets: Deputy Mayor Lyle Warden

MOVED BY: Trevor Bougie

SECONDED BY: Ron Brennan

BE IT RESOLVED THAT the CIPAC meeting of November 27, 2019 is hereby called to order.

CARRIED

Meeting was called to order at 6:05 pm

Approval of Agenda

MOVED BY: Trevor Bougie

SECONDED BY: Lina Allison

BE IT RESOLVED THAT the Agenda be approved as presented.

CARRIED

J Haley provided a summary of the November 22, 2019 intake process, the interest and the number of applicants. The Committee felt that we may get more applicants if the grants were higher in value.



Review of Applications:

Application – Rob McIntosh

J Haley provided to the Committee the purpose of the grant request was to purchase and install a sign that is to replace an existing sign located on the subject property at the intersection of Highway 401, County 2 and the South Service Road. The application also included the improvements and painting of the roof of the former school house that is visible from both County Road 2 and the South Service Road. The total requested costs based upon the lowest quotes is \$1,031.96.

Discussion:

The Committee reviewed and discussed the merits and the benefits of the application; they chose to support the entire application as requested.

MOVED BY: Trevor Bougie

SECONDED BY: Ron Brennon

To recommend to Council to approve the application for Rob McIntosh for both Program #2 Building Improvements and Program #3 Signage for a total cost of \$1,031.96.

CARRIED

Application – Zakir Ali- 2544742 Ontario Inc.

J Haley provided to the Committee the purpose of the grant request was to improve the building by repairing the broken concrete around the posts, to level off the chipped concrete at the entrance of the building and to paint the cement as well as to install 2 new front doors, 2 panes on the bay window and 2 new windows in the upstairs apartment. The total requested costs based upon the lowest quotes is \$3, 590.00

Discussion:

The Committee reviewed and discussed the merits and the benefits of the application; they chose to remove the costs to repair the concrete around the posts and to level off the chipped concrete and to paint the cement as this portion of the application was proposed to be done by the owner. The Committee felt that this was not a good investment and that a professional should be retained to do this properly for longevity and aesthetic purposes. The Committee did support the door and window replacements including the 2 windows upstairs in the apartment unit at a total requested cost of \$3,494.74.



MOVED BY: Linda Allison
SECONDED BY: Ron Brennon

To recommend to Council to approve the application for Zakir Ali- 2544742 Ontario Inc. for Program #2 Building Improvements for a total cost of \$3,494.74.

CARRIED

Application – Trading Post Studio

J Haley provided to the Committee the purpose of the grant request was to purchase and install 2 signs. The main large sign will showcase the name of the business and the small sign will identify the services offered. The total requested costs based upon the lowest quotes is \$1,400.00

Discussion:

The Committee reviewed and discussed the merits and the benefits of the application; they chose to support the entire application as requested.

MOVED BY: Ron Brennon
SECONDED BY: Barbara Menard

To recommend to Council to approve the application for Trading Post Studio for Program #3- Commercial Signage & Awnings for a total cost of \$1,400.00.

CARRIED

Application – St. Pierre Auto Pro

J Haley provided to the Committee the purpose of the grant request was to replace the existing three panel front window with one complete window unit. The total requested costs based upon the lowest quotes is \$2,250.50.

Discussion:

The Committee reviewed and discussed the merits and the benefits of the application; they chose to support the entire application as requested.

MOVED BY: Linda Allison
SECONDED BY: Trevor Bougie



To recommend to Council to approve the application for St. Pierre Autopro for Program #2 Building Improvements for a total cost of \$2,250.50.

CARRIED

J Haley explained possible changes to the CIP that may occur in 2020 subject to Council's approval. The Committee reiterated requesting Council to increase the grant caps. Ron Brennan spoke to testimonials that this will help with promoting the program. J Haley explained that this is good timing to do these as the grants that were approved in December 18, 2018 are either complete or nearing completion.

Next Meeting date: To be Determined

Adjournment

BE IT RESOLVED THAT the meeting of November 27, 2019 be adjourned to the call of the Chair @ 7:20 p.m.

INFORMATION REPORT**REPORT TO:** Council of the Township of South Glengarry**MEETING DATE:** December 16, 2019**SUBJECT:** Consent Summary**PREPARED BY:** Joanne Haley, GM Community Services**CONSENT APPLICATIONS SUMMARY- 2015**

| Application # | Recommendation | Decision |
|----------------------|-----------------------|-----------------|
| B-121-15 | Recommended | |

CONSENT APPLICATIONS SUMMARY- 2019

| # of Applications | Application # | Recommendation | Decision |
|--------------------------|----------------------|-----------------------|-----------------|
| 1 | B-14-19 | Recommended | Approved |
| 2 | B-23-19 | Recommended | Approved |
| 3 | B-28-19 | Recommended | Approved |
| 4 | B-29-19 | Recommended | Approved |
| 5 | B-37-19 | Recommended | Approved |
| 6 | B-48-19 | Recommended | Approved |
| 7 | B-53-19 | Recommended | Withdrawn |
| 8 | B-64-19 | Recommended | Approved |
| 9 | B-78-19 | Recommended | Approved |
| 10 | B-79-19 | Recommended | Approved |

| | | | |
|----|----------|-------------|----------|
| 11 | B- 82-19 | Recommended | Approved |
| 12 | B-83-19 | Recommended | Approved |
| 13 | B-86-19 | Recommended | Approved |
| 14 | B-89-19 | Recommended | Approved |
| 15 | B-91-19 | Recommended | Approved |
| 16 | B-92-19 | Recommended | Approved |
| 17 | B-98-19 | Recommended | |
| 18 | B-99-19 | Recommended | |
| 19 | B-100-19 | Recommended | |
| 20 | B-103-19 | Recommended | |
| 21 | B-104-19 | Recommended | |
| 22 | B-106-19 | Recommended | |
| 23 | B-112-19 | | |
| 24 | B-113-19 | | |

INFORMATION REPORT



REPORT TO: Council of the Township of South Glengarry

MEETING DATE: December 16, 2019

SUBJECT: Notice of Consent Decisions

PREPARED BY: Joanne Haley- GM Community Services

RE: Notice of Consent Decisions

Please find attached three "Notice of Decision" letters from the United Counties of Stormont, Dundas, and Glengarry. The recommendations and conditions requested have been included in the decisions as requested. The original report is recommending approval is also attached to remind you of the purpose of the application.



**DEPARTMENT OF TRANSPORTATION
AND PLANNING SERVICES**

26 Pitt Street, Suite 223, Cornwall, Ontario K6J 3P2

Tel: 613-932-1515 • Fax: 613-936-2913 • Email info@sdgcounties.ca • www.sdgcounties.ca



NOTICE OF DECISION

APPLICATION NO. B-86-19

NAME: Maurice Fidel Laframboise

MUNICIPALITY: Township of South Glengarry (Former Geographic Lancaster Twp.)

Attached is a copy of the Decision with respect to the above noted Application for Consent.

You may be entitled to receive notice of any changes to the conditions of the provisional consent if you have made either a written request to be notified of the Decision or a written request to be notified of changes to the conditions.

The applicant and every agency or other person to whom Notice of Decision is sent, may, within **twenty (20) days** of the date of giving the Notice of Decision, appeal to the Local Planning Appeal Tribunal:

- a) the Decision of the Approval Authority; and/or
- b) any or all of the conditions imposed by the Approval Authority.

Any appeal to the Local Planning Appeal Tribunal must be made on the proper Appellant Form (A1), which can be obtained from this office. You must enclose the appeal fee of **\$300.00** for each application appealed, paid by certified cheque or money order, made payable to the Minister of Finance. The completed Appellant Form and payment are to be returned to the Administrative Assistant-Planning, United Counties of S. D. & G. who will forward all documents to the Local Planning Appeal Tribunal.

Only individuals, corporations and public bodies may appeal decisions in respect of applications for consent to the Local Planning Appeal Tribunal. A notice of appeal may not be filed in the name of an individual who is a member of the association or group.

Additional information regarding this application and decision is available during business hours at the office of the Administrative Assistant - Planning, at the above address or by calling the office at **932-1515, Extension 218**.

LAST DATE TO SUBMIT AN APPEAL ON THIS DECISION IS: December 15, 2019

Date of giving of this notice is: November 25, 2019

Katie Coristine
Administrative Assistant-Planning
Email: kcoristine@sdgcounties.ca



UNITED COUNTIES OF
STORMONT, DUNDAS AND GLENGARRY
DECISION

The Approval Authority for the United Counties of Stormont, Dundas and Glengarry did, on **Monday, November 25, 2019**, decide that **PROVISIONAL CONSENT WILL BE GIVEN** to:

APPLICATION NO. B-86-19

OWNER: Maurice Fidel Laframboise

MUNICIPALITY: South Glengarry

The Approval Authority considered all oral and written submissions made on this application, the effect of which helped the Approval Authority make an informed decision. Conditions are the result of public and agency comments.

Provided that the following conditions are fulfilled to the satisfaction of the Administrative Assistant-Planning:

1. A review fee of \$200.00 must be paid to the Township for each application. The Township of South Glengarry will clear the condition with the Administrative Assistant-Planning.
2. A Parkland fee of \$1,000.00 must be paid to the Township for each application. The Township of South Glengarry will clear the condition with the Administrative Assistant-Planning.
3. The Township of South Glengarry will complete a site visit of the severed and retained lands to confirm that there are no issues with proposed septic systems. Further information may be required from the applicant once the site visit is completed. The applicant will be required to attend to the Township office to apply for a site visit and to file a fee of \$170.00. The Township of South Glengarry will clear the condition with the Administrative Assistant-Planning.
4. Based on the submission, the RRCA recommends that a geotechnical report by a qualified professional be undertaken to verify the soil hazard upon the subject property and the feasibility of development. The technical study by the qualified professional should be submitted to the RRCA for review and approval. If the report is satisfactory, and the development is deemed feasible, the RRCA can sign off on the condition. Raisin Region Conservation will clear the condition with the Administrative Assistant-Planning.
5. That the Administrative Assistant-Planning be provided with a description of the land to be conveyed that is consistent with the application and sufficient and equal to that required for the registration of a deed or other conveyance of land under the provisions of the Registry Act. Three (3) copies of the new deed for the severed parcel are to be provided to the Administrative Assistant-Planning for the issuance of the certificate of the Secretary, and the stamping fee of \$225.00 must accompany the deeds. Upon providing a paper copy of the Deposited Reference Plan to the Administrative Assistant-Planning, a digital copy, which can be emailed, in a PDF or TIF format must also be submitted.

OFFICIAL RENDERING THE ABOVE DECISION:


Benjamin de Haan, P. Eng
Approval Authority

I, Katie Coristine, Administrative Assistant-Planning, do hereby certify that the above is a true copy of the **Decision** of the Approval Authority with respect to the application recorded herein.


Katie Coristine, Administrative Assistant

NOTE: The Planning Act provides that where conditions are imposed and the applicant(s) has/have not fulfilled the conditions to the satisfaction of the Administrative Assistant-Planning **WITHIN ONE YEAR** after notice was given, the application for consent shall thereupon be deemed to be refused. **THE LAST DAY TO SUBMIT DOCUMENTS TO THE ADMINISTRATIVE ASSISTANT-PLANNING TO SHOW THAT THE CONDITIONS HAVE BEEN FULFILLED IS:**

November 25, 2020

THE LAST DAY TO SUBMIT AN APPEAL AGAINST THIS DECISION IS: DECEMBER 15, 2019

INFORMATION REPORT

REPORT TO: Council



MEETING DATE: October 22, 2019

SUBJECT: Consent Application B- 86-2019

PREPARED BY: Joanne Haley

RE: B-86-19

Part Lot 38, Concession 9

Former Township of Lancaster

Laframboise

Type of Consent: To Create a Building Lot for a future Commercial use

Subject:

The subject property is located on part of lot 38, Concession 9, on the east side of County Road 34. The purpose of this application is to create a building lot proposed to be approximately 9 acres in size for a future commercial use.

Official Plan Designations: The subject property is designated Rural in the County Official Plan. Commercial uses are permitted in the Rural designation. This proposed consent conforms to the Official Plan.

Zoning By-law: The subject property is zoned Rural in the Township's Zoning By-Law. A zoning amendment will need to be applied for and approved to rezone the subject property to a commercial zone.

Proposed Recommendation:

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

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

3. The Township of South Glengarry will complete a site visit of the severed and retained lands to confirm that there are no issues with proposed septic systems. Further information may be required from the applicant once the site visit is completed. The applicant will be required to attend to the Township office to apply for a site visit and to file a fee of \$170.00.
4. A zoning amendment must be applied for and approved to rezone the subject property from Rural to Commercial.

Respectfully submitted by: Joanne Haley

Date: October 16, 2019

TITLE:



DEPARTMENT OF TRANSPORTATION AND PLANNING SERVICES

26 Pitt Street, Suite 223, Cornwall, Ontario K6J 3P2

Tel: 613-932-1515 • Fax: 613-936-2913 • Email info@sdgcounties.ca • www.sdgcounties.ca



NOTICE OF DECISION

APPLICATION NO. B-91-19

NAME: Mordekhay Shpindler

MUNICIPALITY: Township of South Glengarry (Former Geographic Lancaster Twp.)

Attached is a copy of the Decision with respect to the above noted Application for Consent.

You may be entitled to receive notice of any changes to the conditions of the provisional consent if you have made either a written request to be notified of the Decision or a written request to be notified of changes to the conditions.

The applicant and every agency or other person to whom Notice of Decision is sent, may, within **twenty (20) days** of the date of giving the Notice of Decision, appeal to the Local Planning Appeal Tribunal:

- a) the Decision of the Approval Authority; and/or
- b) any or all of the conditions imposed by the Approval Authority.

Any appeal to the Local Planning Appeal Tribunal must be made on the proper Appellant Form (A1), which can be obtained from this office. You must enclose the appeal fee of **\$300.00** for each application appealed, paid by certified cheque or money order, made payable to the Minister of Finance. The completed Appellant Form and payment are to be returned to the Administrative Assistant-Planning, United Counties of S. D. & G. who will forward all documents to the Local Planning Appeal Tribunal.

Only individuals, corporations and public bodies may appeal decisions in respect of applications for consent to the Local Planning Appeal Tribunal. A notice of appeal may not be filed in the name of an individual who is a member of the association or group.

Additional information regarding this application and decision is available during business hours at the office of the Administrative Assistant - Planning, at the above address or by calling the office at **932-1515, Extension 218**.

LAST DATE TO SUBMIT AN APPEAL ON THIS DECISION IS: December 15, 2019

Date of giving of this notice is: November 25, 2019

Katie Coristine
Administrative Assistant-Planning
Email: kcristine@sdgcounties.ca



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

The Approval Authority for the United Counties of Stormont, Dundas and Glengarry did, on **Monday, November 25, 2019**, decide that **PROVISIONAL CONSENT WILL BE GIVEN** to:

APPLICATION NO. B-91-19

OWNER: Mordekhay Shpindler

MUNICIPALITY: South Glengarry

The Approval Authority considered all oral and written submissions made on this application, the effect of which helped the Approval Authority make an informed decision. Conditions are the result of public and agency comments.

Provided that the following conditions are fulfilled to the satisfaction of the Administrative Assistant-Planning:

1. A \$200.00 review fee must be paid to the Township of South Glengarry. The Township of South Glengarry will clear the condition with the Administrative Assistant-Planning.
2. A \$1,000.00 parkland fee must be paid to the Township of South Glengarry. The Township of South Glengarry will clear the condition with the Administrative Assistant-Planning.
3. The proposed severed lot does not conform to the zoning by-law as a residential garage is not permitted to be the primary use. The applicant has the following options to bring the property into compliance:
 - Apply for a building permit prior to final consent to construct a residence to ensure that the residence will be the primary use
 - Apply for and receive approval for a zoning amendment to permit the garage to be the primary use
 - Demolish the garage
 The Township of South Glengarry will clear the condition with the Administrative Assistant-Planning.

4. That the Administrative Assistant-Planning be provided with a description of the land to be conveyed that is consistent with the application and sufficient and equal to that required for the registration of a deed or other conveyance of land under the provisions of the Registry Act. Three (3) copies of the new deed for the severed parcel are to be provided to the Administrative Assistant-Planning for the issuance of the certificate of the Secretary, and the stamping fee of \$225.00 must accompany the deeds. Upon providing a paper copy of the Deposited Reference Plan to the Administrative Assistant-Planning, a digital copy, which can be emailed, in a PDF or TIF format must also be submitted.

OFFICIAL RENDERING THE ABOVE DECISION:


 Benjamin de Haan, P. Eng
 Approval Authority

I, Katie Coristine, Administrative Assistant-Planning, do hereby certify that the above is a true copy of the **Decision** of the Approval Authority with respect to the application recorded herein.


 Katie Coristine, Administrative Assistant

NOTE: The Planning Act provides that where conditions are imposed and the applicant(s) has/have not fulfilled the conditions to the satisfaction of the Administrative Assistant-Planning **WITHIN ONE YEAR** after notice was given, the application for consent shall thereupon be deemed to be refused. **THE LAST DAY TO SUBMIT DOCUMENTS TO THE ADMINISTRATIVE ASSISTANT-PLANNING TO SHOW THAT THE CONDITIONS HAVE BEEN FULFILLED IS:**

November 25, 2020

THE LAST DAY TO SUBMIT AN APPEAL AGAINST THIS DECISION IS: DECEMBER 15, 2019

INFORMATION REPORT

REPORT TO: Council



MEETING DATE: November 4, 2019

SUBJECT: Consent Application B- 91-19

PREPARED BY: Joanne Haley- GM- Community Services

RE: B-91-19

Lot 11, Plan # 26

Shpindler

Type of Consent: To create a building lot

Subject:

The subject property is located on Lot 11, Registered Plan 26 in the Urban Settlement Area of Lancaster on Broad Street. The purpose of this application is to create a building lot that is proposed to be 0.11 acres in size while retaining a residentially developed lot that is also proposed to be 0.11 acres in size. This property is currently serviced with municipal services with one connection; additional connections will be required upon development.

Official Plan Designations: The subject property is designated Urban Settlement Area- Residential District in the County Official Plan. The proposed consent conforms to the Official Plan.

Zoning By-law: The subject property is zoned Residential Two (R-2) in the Township of South Glengarry's Zoning By-law. The proposed severed lot does not conform to the zoning by-law as a residential garage is not permitted to be the primary use. The applicant has the following options to bring the property into compliance:

1. Apply for a building permit prior to final consent to construct a residence to ensure that the residence will be the primary use
2. Apply for and receive approval for a zoning amendment or a minor variance to permit the garage to be the primary use
3. Demolish the garage

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.
2. A \$1,000.00 parkland fee must be paid to the Township of South Glengarry.
3. The proposed severed lot does not conform to the zoning by-law as a residential garage is not permitted to be the primary use. The applicant has the following options to bring the property into compliance:
 - Apply for a building permit prior to final consent to construct a residence to ensure that the residence will be the primary use
 - Apply for and receive approval for a zoning amendment to permit the garage to be the primary use
 - Demolish the garage

Respectfully submitted by: Joanne Haley

Date: October 28, 2019



**DEPARTMENT OF TRANSPORTATION
AND PLANNING SERVICES**

26 Pitt Street, Suite 223, Cornwall, Ontario K6J 3P2

Tel: 613-932-1515 • Fax: 613-936-2913 • Email: info@sdgcounties.ca • www.sdgcounties.ca

NOTICE OF DECISION

APPLICATION NO. B-92-19

NAME: Lise Bourbonnais

MUNICIPALITY: Township of South Glengarry (Former Geographic Lancaster Twp.)

Attached is a copy of the Decision with respect to the above noted Application for Consent.

You may be entitled to receive notice of any changes to the conditions of the provisional consent if you have made either a written request to be notified of the Decision or a written request to be notified of changes to the conditions.

The applicant and every agency or other person to whom Notice of Decision is sent, may, within **twenty (20) days** of the date of giving the Notice of Decision, appeal to the Local Planning Appeal Tribunal:

- a) the Decision of the Approval Authority; and/or
- b) any or all of the conditions imposed by the Approval Authority.

Any appeal to the Local Planning Appeal Tribunal must be made on the proper Appellant Form (A1), which can be obtained from this office. You must enclose the appeal fee of **\$300.00** for each application appealed, paid by certified cheque or money order, made payable to the Minister of Finance. The completed Appellant Form and payment are to be returned to the Administrative Assistant-Planning, United Counties of S. D. & G. who will forward all documents to the Local Planning Appeal Tribunal.

Only individuals, corporations and public bodies may appeal decisions in respect of applications for consent to the Local Planning Appeal Tribunal. A notice of appeal may not be filed in the name of an individual who is a member of the association or group.

Additional information regarding this application and decision is available during business hours at the office of the Administrative Assistant - Planning, at the above address or by calling the office at **932-1515, Extension 218**.

LAST DATE TO SUBMIT AN APPEAL ON THIS DECISION IS: December 15, 2019

Date of giving of this notice is: November 25, 2019

Katie Coristine
Administrative Assistant-Planning
Email: kcoristine@sdgcounties.ca



UNITED COUNTIES OF
STORMONT, DUNDAS AND GLENGARRY
DECISION

The Approval Authority for the United Counties of Stormont, Dundas and Glengarry did, on **Monday, November 25, 2019**, decide that **PROVISIONAL CONSENT WILL BE GIVEN** to:

APPLICATION NO. B-92-19

OWNER: Lise Bourbonnais

MUNICIPALITY: South Glengarry

The Approval Authority considered all oral and written submissions made on this application, the effect of which helped the Approval Authority make an informed decision. Conditions are the result of public and agency comments.

Provided that the following conditions are fulfilled to the satisfaction of the Administrative Assistant-Planning:

1. A review fee of \$200.00 must be paid to the Township. The Township of South Glengarry will clear the condition with the Administrative Assistant-Planning.
2. Road widening for both the severed and retained parcels must be deeded to the Township. The Township of South Glengarry will clear the condition with the Administrative Assistant-Planning.
3. The landowner shall submit a formal acknowledgement that no access to County Road 23 shall be permitted from the severed portion. The County Engineer will clear the condition with the Administrative Assistant-Planning.
4. That the land being severed by this consent shall be conveyed as an addition to abutting property and shall be held in identical ownership as said abutting property and the Administrative Assistant-Planning shall be provided with a copy of the abutting property owner's deed for verification. The provisions of Subsections 3 or 5 of Section 50 of the Planning Act, R.S.O., 1990, as amended, shall apply to any subsequent conveyance relating to the said lot.
5. That the Administrative Assistant-Planning be provided with a description of the land to be conveyed that is consistent with the application and sufficient and equal to that required for the registration of a deed or other conveyance of land under the provisions of the Registry Act. Three (3) copies of the new deed for the severed parcel are to be provided to the Administrative Assistant-Planning for the issuance of the certificate of the Secretary, and the stamping fee of \$225.00 must accompany the deeds. Upon providing a paper copy of the Deposited Reference Plan to the Administrative Assistant-Planning, a digital copy, which can be emailed, in a PDF or TIF format must also be submitted.

OFFICIAL RENDERING THE ABOVE DECISION:

Benjamin de Haan, P. Eng
Approval, Authority

I, Katie Coristine, Administrative Assistant-Planning, do hereby certify that the above is a true copy of the **Decision** of the Approval Authority with respect to the application recorded herein.

Katie Coristine, Administrative Assistant

NOTE: The Planning Act provides that where conditions are imposed and the applicant(s) has/have not fulfilled the conditions to the satisfaction of the Administrative Assistant-Planning **WITHIN ONE YEAR** after notice was given, the application for consent shall thereupon be deemed to be refused. **THE LAST DAY TO SUBMIT DOCUMENTS TO THE ADMINISTRATIVE ASSISTANT-PLANNING TO SHOW THAT THE CONDITIONS HAVE BEEN FULFILLED IS:**

November 25, 2020

THE LAST DAY TO SUBMIT AN APPEAL AGAINST THIS DECISION IS: DECEMBER 15, 2019

INFORMATION REPORT

REPORT TO: Council



MEETING DATE: December 2, 2019

SUBJECT: Consent Application B- 92-19

PREPARED BY: Joanne Haley

RE: B-92-19

Part Lot 10, Concession 5

Former Township of Lancaster

Bourbonnais

Type of Consent: Lot Addition to an Existing Building Lot

Subject:

The subject property is located on part of lot 10, Concession 5, on the north side of Concession 5. The purpose of this application is to sever approximately .54 acres of vacant land that will merge to the abutting existing building lot. This building lot is undersized therefore additional land is required in order to permit development.

Official Plan Designations: The subject property is designated Agriculture Resource in the County Official Plan. In Section 8.14.13 II of the County Official Plan there are strict policies for consents in an Agricultural Designation. Lot additions are permitted in order to increase holdings of the receiving property if additional land is required for specific reasons.

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

Proposed Recommendation:

That the United Counties of SDG Manager of Planning approves this application for consent as it conforms to the 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. Road widening for both the severed and retained parcels must be deeded to the Township.

Respectfully submitted by: Joanne Haley

Date: November 20, 2019

TITLE:



ST. LAWRENCE VALLEY AGRICULTURAL SOCIETY

October 9, 2019

Williamstown Volunteer Fire Dept.

ATTN: Dave Robertson
c/o 6 Oak Street, P.O. Box 220
South Glengarry, ON K0C 1N0

Dear Dave,

On behalf of the Board of Directors of the St. Lawrence Valley Agricultural Society (SLVAS), I would sincerely like to thank you for your support with this year's 208th Williamstown Fair (Canada's Oldest Fair) held August 9, 10, & 11, 2019.

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

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

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

Sincerely,

Michael Seguin
President, SLVAS



Ontario Provincial Police Municipal Policing Bureau

News Bulletin

December 2019

Greetings from OPP Municipal Policing Bureau!

We are pleased to present you our News Bulletin for Ontario Provincial Police (OPP)-policed municipalities.

The results of the survey, we sent you in Spring 2019, indicated your interest for enhanced communication with more frequent updates on OPP municipi-

pal policing. You spoke and we listened.

We will issue publications as news on OPP innovations, efficiencies and updates on municipal policing matters become available.

Now that your municipality has

received the 2020 Annual Billing Statements, we encourage you to visit www.opp.ca/billingmodel and review our updated documents.

Should you require additional information or wish to send us feedback please contact us at (705) 329 6200 or OPP.MunicipalPolicing@opp.ca

2020 Annual Billing Highlights

2019 was the last year of the phase-in strategy that capped cost increases and decreases

The 2020 estimated Base Services cost is the lowest since 2015 at \$183.23 per property

Almost $\frac{3}{4}$ of all OPP-policed municipalities under the current billing model pay less than the average cost per property of \$358 in 2020

The average cost per property has been relatively stable and overall cost recovery has increased by approximately 1% since 2015

Come visit us at booth 414 at 2020 ROMA conference

The OPP Municipal Policing Bureau actively participates in events and conferences that add value to our relationships with our municipal policing partners. We would like to remind you that Municipal Policing Bureau representatives will be available to meet with you at the Rural Ontario Municipal Association (ROMA) Conference held in Toronto, ON, January 19-21, 2019. We will be at booth #414 in the Lower Concourse, Sheraton Centre Toronto Hotel. Drop in to have a casual discussion and meet Municipal Policing Bureau members.

Should you wish to have a more formal discussion in relation to the billing model, your municipality's Annual Billing Statement or municipal policing arrangement with the OPP, please contact us at OPP.MunicipalPolicing@opp.ca. Submit your request along with a brief description of the topic you wish to discuss, and specify any time you are not available on January 21, 2019.



Hastings Highlands

Beautiful By Nature

The Municipality of Hastings Highlands

P.O. Box 130, 33011 Hwy 62, Maynooth, ON K0L 2S0

613 338-2811 Ext 277 Phone

1-877-338-2818 Toll Free

December 9, 2019

VIA EMAIL

Ministry of the Attorney General

McMurtry-Scott Building

720 Bay St., 11th Floor

Toronto, ON

M7A 2S9

attorneygeneral@ontario.ca

Re: Joint and Several Liability Consultation – Town of Springwater Support

At its meeting on December 4, 2019 the Council of the Municipality of Hastings Highlands supported the Township of Springwater with the following resolution:

Resolution 774-2019

THAT Council supports the Township of Springwater in its concern for joint and several liability consultation.

cc:

Doug Ford, Premier of Ontario

Association of Ontario Municipalities (AMO)

Ontario Municipalities

Daryl Kramp, MPP, Hastings-Lennox and Addington

Derek Sloan, MP, Hastings-Lennox and Addington

Jeff Schmidt, Township of Springwater

Encl: Correspondence – Joint and Several Liability Consultation – Township of Springwater

Regards,

Suzanne Huschilt

Municipal Clerk

shuschilt@hastingshighlands.ca



www.springwater.ca
2231 Nursery Road
Minesing, Ontario
L9X 1A8 Canada

September 26, 2019

Ministry of the Attorney General
McMurtry-Scott Building
720 Bay Street, 11th Floor
Toronto ON, M7A 2S9

Re: Joint and Several Liability Consultation

Please be advised that in response to your letter dated July 12, 2019, the Township of Springwater provides the following comments in regards to Joint and Several Liability.

1. Please describe the nature of the problem as you see it?

In response to the Province's request for consultation, the Township has a significant issue with Joint and Several Liability (JSL) and the impact it has on the municipality.

a. No Requirement of Proof

JSL is a tool that is used by the legal industry without any discretion to the point that this municipality feels that its use is negligent and in fact unethical. Most law suits that municipalities see are frivolous and vexations as lawyers cast their nets wide and attempt to use shotgun justice for their clients that are more than often the sole cause of a claim. A statement of claim does not require any proof that there is fault. A plaintiff only has to state who they think is involved and a significant amount of court time is spent determining who should be a party to the legal claim.

b. No Consequence for Being Wrongly Identified in a Statement of Claim

To add to this, there is no consequence that lawyers and their clients face for submitting a claim against a municipality when it is clear that a municipality is not involved. Municipalities incur significant administrative costs in managing these claims and the municipalities and their insurers pay significant costs to go through a lengthy process to prove that a claim was made in error (intentionally) only to find that a judge sees no reason to compensate a municipality for cost for incorrectly being named in a lawsuit by a plaintiff. Municipalities are seen as having deep pockets by the legal industry as well as the judicial system that makes decisions on these claims. Proof of innocence is often furnished to the plaintiff and lawyer by a municipality immediately upon notification of a pending legal action of statement of claim. This information is ignored by the plaintiff's lawyer. A plaintiff and their lawyer should have to reimburse a municipality for

all administrative and legal costs when the municipality is cleared of liability. Judges rarely compensate municipalities for being wrongly named in a legal action.

A recent example from 2019 occurred when a statement of claim was made against the Township of Springwater for an accident on a County Road (not the jurisdiction of Springwater). After legal and administrative costs totaling more than \$5,000, Springwater was dismissed from the claim. Unfortunately no costs were assigned to the plaintiff for wrongly naming Springwater in the statement of claim. The current system is broken and Springwater tax payers are left paying the bill.

2. What are the problems that you need addressed to benefit your community?

a. Ethical Standard of Due Diligence Required Before Submitting a Legal Action

Lawyer's representing plaintiff's should be required to submit documentation that provides significant research into why a claim is being made and a municipality is being named in a law suit. The claim should clearly prove authority and responsibility. The current practice of naming every party under the sun in a legal claim is negligent and unethical.

b. Frivolous and Vexatious Suits are Costing Taxpayers

The Township of Springwater is seeing a significant waste of administrative time and cost in managing legal claims against the municipality that are predominantly frivolous and vexatious due to JSL. Over the last seven years, the municipality has had 55 claims made against the municipality. These claims range from trips/falls resulting in broken eyeglasses to cases that unfortunately involve loss of life. The Township has no problem dealing with claims that the municipality is responsible for; however the Township does have a problem dealing with claims it does not have any responsibility for. Of the 55 claims against the municipality, 42 of these claims are frivolous and vexatious. Claims that the municipality has no responsibility for. Over the past 7 years, Springwater has paid more than \$100,000 on these frivolous and vexatious claims as they work themselves through the legal process. Many of these files are still open. This does not include additional costs paid by Springwater's insurance company that are beyond the municipality's deductible.

c. Negligent Legal Actions (Beyond Frivolous and Vexatious)

The Township of Springwater is currently named in 4 legal actions and an additional legal action (recently abandoned) for claims that occurred in another municipality (no where near Springwater). The Township is currently named in 3 claims that occurred in the Township of Clearview west of Stayner and one claim in the Township of Brock that have nothing to do with the Township. Springwater was named in a claim that occurred

in Wasaga Beach that was abandoned recently. All of these claims cost the Springwater taxpayer in administrative and legal costs as they work their way through the process.

d. Triage System for Claims

Before a claim makes it to a court date, the file should be triaged. It is at this stage that negligent of frivolous and vexatious claims will be filtered or thrown out. This process will trigger the reimbursement of costs to municipalities by unethical law firms.

e. Law Society of Ontario Charges

Lawyers that use JSL in an unethical way should be charged by the Law Society of Ontario. If a lawyer names a municipality in a legal action that should not be named, these lawyers should be suspended and potentially lose their license to practice law. There is a significant commonality when comparing frivolous and vexatious claims and the law firms/lawyers that submit them. The current code of ethics of the Law Society of Ontario should be updated by the Province to reprimand lawyers and law firms that negligently use JSL. The Province of Ontario should be involved in creating a new Code of Ethics for Ontario's legal industry.

3. Is it increased premiums? Rising deductibles?

A recent survey by CAO's in Simcoe County shows that insurance premiums are going up between 10% at the lowest to 59% being the highest in 2019. The Township of Springwater experienced a 10.8% increase in its 2019 insurance renewal. The area that typically sees an annual increase is related to the Municipal General Liability and Excess Liability lines of the business. The municipality was advised by its insurance broker that "over the past several years, insurance companies' appetite for Municipal Insurance has remained fairly stable. Insurance rates across all lines have seen only modest increases intended to simply keep pace with inflation and the rising cost of claims. Larger rate increases have been reserved for those accounts experiencing adverse claims development; either in frequency or severity (or both). However, starting in June 2018, the insurance market as a whole has shown clear signs of "hardening". Insurance companies for all sectors are putting stricter rules in place regarding the amount and breadth of coverage they will provide, and to which clients. Since the overall insurance supply is being reduced, the demand for insurer capacity is increasing, and as such, prices are elevating."

The table below provides at a high level (includes all lines of coverage) the Township's annual insurance premiums over the past five years.

| 2015 | 2016 | 2017 | 2018 | 2019 |
|-----------|-----------|-----------|-----------|-----------|
| \$234,942 | \$247,262 | \$254,388 | \$274,936 | \$304,688 |

The Township continues to consult with its insurance broker in an effort to ensure that Springwater's constituents are receiving the best value for their tax dollar; however, the rising costs of insurance are not sustainable over the long run. Staff and its insurance broker have looked at increasing our deductibles in an effort to reduce the overall premium; however this has led to minimal reductions in the overall annual premium to the Township.

4. Being unfairly named in lawsuits?

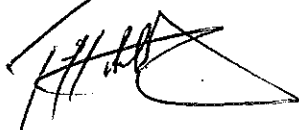
As detailed above, Springwater continues to be unfairly named in legal actions. Issues here range from a complete absence of research by legal firms on causality to the municipality being named in legal action in completely separate jurisdictions (other municipalities).

5. Feeling you cannot offer certain services because of liability risks?

More recently, with the advice of the Township's insurance broker, the Township has changed the way in which it delivers some of its recreational programs/services, especially as it relates to children's programs/activities. For example, the Township in partnership with its Community Recreation Associations will host a number of community based events throughout the year, which includes children's activities. In order to allow inflatable Bouncy castles at community events, the Township now requires the service provider to indemnify the Township and to also provide staff to monitor the safety of participants while in the inflatable Bouncy castle. Some vendors are reluctant to take on this risk.

Thank you for allowing the Township to participate in this consultation. We are open to further dialogue should you feel it necessary.

Yours truly,



Jeff Schmidt, CPA, CGA, B.A.S.
Chief Administrative Officer

Cc: Ontario Municipalities



Corporate Services Department

Clerk's Office

CITY of STRATFORD
City Hall, P.O. Box 818
Stratford ON N5A 6W1

519-271-0250 Ext. 237
Fax: 519-273-5041
TTY: 519-271-5241
www.stratford.ca

December 6, 2019

Honourable Jeff Yurek
Minister of Environment, Conservation and Parks
College Park 5th Flr, 777 Bay St.
Toronto, ON M7A 2J3

minister.mecp@ontario.ca

Honourable Premier Doug Ford
Premier of Ontario
Legislative Building
Queen's Park
Toronto ON M7A 1A1

premier@ontario.ca

Dear Premier Ford and Minister Yurek:

Re: Resolution in Support of Conservation Authorities

Stratford City Council recently adopted a resolution in support of continuation of the programs of Ontario conservation authorities and requesting the Ministry of Environment, Conservation and Parks give clear direction regarding what is considered mandatory or non-mandatory and how programs will be funded.

A copy of the resolution is attached for your consideration. We kindly request your support and endorsement.

Sincerely,

Tatiana Dafoe
Acting Clerk

Encl.
/ja

cc: MPP Erie Hardeman
MPP Randy Pettapiece
MP John Nater
Association of Municipalities of Ontario
Upper Thames River Conservation Authority
Conservation Ontario
All Ontario Municipalities

December 6, 2019



THE CORPORATION OF THE CITY OF STRATFORD
Resolution in Support of Conservation Authorities

WHEREAS the City of Stratford is committed to planning for a sustainable future for its resources and environment;

AND WHEREAS the City of Stratford is a member of the Upper Thames River Conservation Authority (UTRCA) and has a representative on the Board of Directors of the UTRCA;

AND WHEREAS the Board of Directors determines the policies, priorities and budget of the UTRCA;

AND WHEREAS the UTRCA provides the City of Stratford with expert advice on the environmental impact of land use planning proposals and that the City of Stratford does not have staff with comparable expertise or experience;

AND WHEREAS the UTRCA provides programs to the residents of Stratford and other member municipalities that include recreation, education, water quality monitoring, reduction of vegetation loss and soil erosion, preservation of species at risk, completing restoration projects on the Avon River as well as protecting life and property through a variety of measures;

THEREFORE BE IT RESOLVED:

That the City of Stratford supports continuation of the programs of the UTRCA, both mandatory and non-mandatory, and that no programs of the UTRCA or of the other Conservation Authorities in Ontario be "wound down" at this time. And that, the Ministry of Environment, Conservation and Parks give clear direction as to what programs are considered mandatory and non-mandatory and how those programs will be funded in the future;

AND THAT this resolution be forwarded to the Minister of the Environment, Conservation and Parks, Premier Doug Ford, MPP Ernie Hardeman, the Association of Municipalities of Ontario, the Upper Thames River Conservation Authority, Conservation Ontario and all Ontario municipalities.

The Corporation of the City of Stratford, P.O. Box 818, Stratford ON N5A 6W1
Attention: Acting Clerk, 519-271-0250 ext 329, clerks@stratford.ca

UNFINISHED BUSINESS REPORT
Presented to Council December 16, 2019

| INFRASTRUCTURE SERVICES | | | | | |
|--------------------------------|---|-------------------|----------------------------|---------------|--|
| No. | Item | Date Added | Expected Completion | Status | Update |
| 1. | Docks on Township Property | JAN 2016 | 2020 | Ongoing | Met with residents on Monday, November 25 th Awaiting feedback from residents. Will review feedback and advise residents of options in early 2020 |
| 2. | Fire Protection Ponds | MAY 2016 | Spring 2020 | Ongoing | Met with business representatives on Midway Road to discuss fire pond. Will be following up with investigation on volume of water in the pond and capacity of the current pumps. Meeting with Pactiv on Richmond Road to review design upgrades. |
| 3. | Municipal Servicing from City of Cornwall | MAY 2016 | Spring 2020 | Ongoing | Met with City to discuss servicing. Met with BVD to review potential project costs and feasibility for project. Report to review costs on December 16 th Agenda |
| 4. | Private Roads (development of document) | FEB 2017 | Spring 2020 | Ongoing | No update |
| 5. | Williamstown Garage & Fire Hall | MAY 2018 | 2020 | Ongoing | Airport Commission passed a resolution to offer the lands to the Township as per the appraisal. Documents to purchase this parcel and transfer other parcels to the Airport Commission will be completed and brought to Council for approval at a |

| | | | | | |
|---------------------------|---|-----------|-------------|---------|--|
| | | | | | future meeting. Tender for Public Works Facility and Renovations to Williamstown Garage to be issued over the winter months |
| 6. | LED Streetlights (Glen Walter) | MAR 2019 | Fall 2019 | Ongoing | Contacted Fortis (Cornwall Electric) for update on the request for LED conversion for the South Glengarry street lights. |
| 7. | Andrea Ave. Traffic Concerns | APR 2019 | Spring 2020 | Ongoing | Met with owners of Tim Horton's to review changes to parking as approved by Council. Signs have been relocated to allow parking on the north side of Cannon at the Tim Horton's. Widened Shoulder on North Side in 2020 Budget |
| 8. | Review of Procurement By-law | JULY 2019 | JAN 2020 | Ongoing | Procurement Workshop scheduled for January 17, 2020. |
| 9. | Peanut Line Bridge | AUG 2019 | DEC 2019 | Ongoing | Bridge deck work underway with expected completion in late December |
| 10. | Smithfield Park Building | SEPT 2019 | 2020 | Ongoing | Tender for the building to be issued by end of 2019. |
| 11. | Material Recovery Facility Services (recycling) | NOV 2019 | 2020 | Ongoing | Staff report on this agenda |
| COMMUNITY SERVICES | | | | | |
| 12. | Hamlet Signage Policy | JUNE 2019 | DEC 2019 | Ongoing | Sign policy to come forward in early 2020 |
| 13. | Flood Plain Mapping Project | NOV 2019 | MAR 2020 | Ongoing | No update |

| CORPORATE SERVICES | | | | | |
|---------------------------|-------------------------------|-----------|-------------|------------|--|
| 12. | Review of Water Rates | APR 2019 | FALL 2019 | On Hold | Awaiting water service delivery review |
| 13. | Water Service Delivery Review | AUG 2019 | FALL 2019 | Ongoing | RFP closed Dec 9. Staff Report impending |
| 14. | Water Bill Design | AUG 2019 | DEC 2019 | Ongoing | No further progress but will have a YouTube video online by Dec 31 |
| 15. | Strategic Plan – Action Plans | JUNE 2019 | FALL 2019 | March 2020 | Review is underway with CAO and administration |
| FIRE SERVICES | | | | | |
| 16. | Farm 911/Emily Project | JUNE 2019 | Spring 2020 | Ongoing | Implementation discussions ongoing with administration |

SG-M-19

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY
BY-LAW 76-2019
FOR THE YEAR 2019**

***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 December 16, 2019 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 16TH DAY OF DECEMBER, 2019.***

MAYOR: CLERK: