

**TOWNSHIP OF SOUTH GLENGARRY
REGULAR MEETING OF COUNCIL
Council Chambers, Municipal Office
Monday, May 6, 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) [Previous Meeting Minutes - April 15, 2019](#) 5 - 9

6. PRESENTATIONS AND DELEGATIONS

- a) March Meal Ticket Prize Presentation
- b) [MPAC Information Session - Joyce Gravelle](#) 10 - 20
- c) [SDG, Cornwall & Akwesasne Food and Agriculture Advisory Council - Gina Dragone](#) 21 - 30

7. NEW BUSINESS

- a) **Staff Reports**
- i. [Further Review – Upper Canada Academy \(L. McDonald\)](#) 31 - 34
- ii. [2019 Budget and Tax Rates \(L. McDonald\)](#) 35 - 45

iii.	<u>BR&E Triage Program Agreement (S. Baggs)</u>	46 - 53
iv.	<u>Regional Incentive Program Agreement - Sir John Johnson Manor House (J. Haley)</u>	54 - 65
v.	<u>Regional Incentives Program- Friends of the St. Raphael's Ruins (J. Haley)</u>	66 - 77
vi.	<u>Regional Incentives Program Agreement – Upper Canada Cider Company and Arrowhead Development Company (J. Haley)</u>	78 - 89
vii.	<u>Appointment of a Part Time Property Standards Officer and a By-Law Enforcement Officer (J. Haley)</u>	90 - 92
viii.	<u>Fencing Requirements for Township-owned Lands (J. Haley)</u>	93 - 97
ix.	<u>Disposal of Unused Equipment (D. Robertson)</u>	98 - 101
b)	Other Business	
i.	<u>Emergency Preparedness Week Proclamation (J. Haley)</u>	102
ii.	<u>Social Media Policy (K. Campeau)</u>	103 - 111
iii.	<u>Donation Request - Glen Walter Canada Day (L. McDonald)</u>	112
c)	Committee Reports	
i.	<u>Agricultural Resource Committee Minutes - April 3, 2019</u>	113 - 116
ii.	<u>Committee of Adjustment Minutes - April 15, 2019</u>	117 - 120
d)	For Information Only	
i.	<u>Consent Application B-23-19</u>	121 - 122
ii.	<u>Notice of Consent Decision</u>	123 - 125
iii.	<u>Consent Summary</u>	126
iv.	<u>Invitation - Char-Lan District High School Graduation</u>	127
v.	<u>Invitation - Lancaster Canada Day</u>	128 - 129
vi.	<u>Invitation - Annual Ceremonial Review 30th Anniversary</u>	130
vii.	<u>SDG Council Newsletter</u>	131 - 132

viii.	<u>MPAC 2018 Annual Report</u>	133
ix.	<u>Resolution - Investing in Canada Infrastructure Program (Municipality of Brockton)</u>	134 - 135
x.	<u>Resolution - Single Use Plastic Straws (City of Brantford)</u>	136 - 137
xi.	<u>Resolution - Ontario Municipal Partnership Fund (Town of Minto)</u>	138
xii.	<u>Resolution - Hydro Delivery Fees (Township of Tudor and Cashel)</u>	139
8.	UNFINISHED BUSINESS	
a)	<u>Unfinished Business Listing - May 6, 2019</u>	140 - 141
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,	
	(d) labour relations or employee negotiations; -Roles/Workload - Specific employees	
	(e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board; -Litigation Update	
10.	CONFIRMING BY-LAW	
a)	<u>Confirming By-law 31-2019</u>	142
11.	ADJOURNMENT	



DECLARATION OF PECUNIARY INTEREST

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

Signature

MINUTES

THE REGULAR MEETING OF THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY WAS HELD IN THE EVENING AT THE TOWNSHIP OFFICE, LANCASTER ON APRIL 15, 2019.

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

STAFF PRESENT: Clerk Kelli Campeau, GM Infrastructure Services Ewen MacDonald, GM Corporate Services Lachlan McDonald, GM Community Services Joanne Haley and Fire Chief Dave Robertson.

1. CALL TO ORDER

Resolution No. 151-2019

Moved by Deputy Warden

Seconded by Councillor McDonell

BE IT RESOLVED THAT the April 15, 2019 Council Meeting of the Township of South Glengarry now be opened at 7:00 pm.

CARRIED

2. O CANADA

3. APPROVAL OF AGENDA

Resolution No. 152-2019

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.

-Items moved from Information Only to Other Business:

-7.d.ii. Letter - Gas Tax Fund

-7.d.iii. Letter - Bill C-68

CARRIED

4. DECLARATION OF PECUNIARY INTEREST

- a) I, Frank Prevost, declare a pecuniary interest on Agenda Item(s) for the meeting of April 15, 2019 – for an item in Closed Session, Staff Report 53-2019, with regards to property that is listed with a company that I am part owner of.

5. APPROVAL OF MINUTES

- a) Previous Meeting Minutes - April 1, 2019

Resolution No. 153-2019

Moved by Councillor McDonell

Seconded by Deputy Warden

BE IT RESOLVED THAT the Minutes of the Regular Meeting of the Council of the Township of South Glengarry held on April 1, 2019 be adopted as circulated.

CARRIED

- b) Public Meeting Minutes - April 1, 2019

Resolution No. 154-2019

Moved by Councillor Lang

Seconded by Councillor Jaworski

BE IT RESOLVED THAT the Minutes of the Public Meeting of the Council of the Township of South Glengarry held on April 1, 2019 be adopted as circulated.

CARRIED

- c) Special Joint Meeting Minutes - April 9, 2019

Resolution No. 155-2019

Moved by Deputy Warden

Seconded by Councillor Jaworski

BE IT RESOLVED THAT the Minutes of the Special Meeting of the Townships of South and North Glengarry held on April 9, 2019 be adopted as circulated.

CARRIED

6. PRESENTATIONS AND DELEGATIONS

- a) Glen Walter Canada Day Request - Rizwan Mustafa and Chris Bourgon
-Request for \$3,000 funding – L. McDonald to provide a report and recommendation
-K. Campeau to provide support letter for Special Occasion Permit.
- b) SDG Library Update Karen Franklin
-Information Only

7. NEW BUSINESS

- a) Staff Reports

- i) Appointment of Alternate County Council Member

Resolution No. 156-2019

Moved by Councillor McDonell

Seconded by Councillor Lang

BE IT RESOLVED THAT Staff Report 47-2019 be received and that By-law 26-2019, being a by-law to appoint Councillor Stephanie Jaworski as an alternate member to the United Counties of Stormont, Dundas and Glengarry Council be read a first, second and third time, passed, signed and sealed in open Council this 15th day of April, 2019.

CARRIED

- ii) Allocation of Funds - Admin Consultant

Resolution No. 157-2019

Moved by Councillor Jaworski

Seconded by Deputy Warden

BE IT RESOLVED THAT Staff Report 48-2019 be received and that the Council of the Township of South Glengarry approve the 2018 transfer to reserves of funds previously budgeted for Administrative Consultants in the amount of \$20,000.

CARRIED

- iii) Draft Plan Approval Extension for the Loiselle/Laframboise Subdivision

Resolution No. 158-2019

Moved by Councillor Lang

Seconded by Councillor McDonell

BE IT RESOLVED THAT Staff Report 19-2019 be received and that the Council of the Township of South Glengarry recommends to the United Counties of Stormont, Dundas and Glengarry Manager of Planning to extend draft plan approval for the subdivision known as the Loiselle/Laframboise Subdivision, legally described as part of Lot 7, Concession 1, former Township of Lancaster now in the Township of South Glengarry for a period of one year.

CARRIED

- iv) Stay Discover Grow Regional Incentives Program Agreement with
2336616 Ontario Inc

Resolution No. 159-2019

Moved by Deputy Warden

Seconded by Councillor Lang

BE IT RESOLVED THAT Staff Report 50-2019 be received and that the Corporation of the Township of South Glengarry enter into an Regional Incentives Program financial agreement with 2336616 Ontario Inc. and the United Counties of Stormont, Dundas and Glengarry and furthermore, that the Mayor and Clerk be authorized to sign all relevant documents.

CARRIED

- v) Tender 05-2019 - Surface Treatment

Resolution No. 160-2019

Moved by Councillor McDonell

Seconded by Councillor Jaworski

BE IT RESOLVED THAT Staff Report 51-2019 be received and that the Council of the Township of South Glengarry award Procurement 05-2019 for the Supply and Placement of Surface Treatment to Smiths Construction, in accordance with their procurement submission of \$264,933.50, plus HST and furthermore that the Mayor and Clerk be authorized to sign all appropriate documents.

CARRIED

- vi) Sale of Surplus Property - County Rd. 2

Resolution No. 161-2019

Moved by Councillor Lang

Seconded by Deputy Warden

BE IT RESOLVED THAT Staff Report 52-2019 be received and that By-law 27-2019, being a by-law to approve the sale of Parts 1 and 2 on 14R-6445, legally described as PT W1/2 LT 12 CON 1 FRONT, Parts 1 and 2, 14R-6445, South Glengarry be read a first, second and third time, passed signed and sealed in open Council this 15th day of April, 2019 and furthermore that the Mayor and Clerk be authorized the sign all relevant documents.

CARRIED

- b) Other Business

- i) Draft Survey Questions and Intent

- ii) Notice of Motion for Consideration at this Meeting Meeting Schedule

Resolution No. 162-2019

Moved by Councillor McDonell

Seconded by Deputy Warden

BE IT RESOLVED THAT the 2019 Council Meeting Schedule be amended as follows:

THAT a Regular Meeting be added on July 15th,

THAT the Regular Meeting scheduled for October 21st be deferred to October 22nd,

AND THAT a Regular Meeting be added on December 16th.

CARRIED

- iii) Notice of Motion for Consideration at this Meeting - Connectivity Committee

-Councillor McDonell submitted a petition from the Residents of Tree Haven Road re: requesting support for high speed Internet services.

Resolution No. 163-2019

Moved by Councillor McDonell

Seconded by Deputy Warden

BE IT RESOLVED THAT the Council of the Township of South Glengarry form an Ad Hoc Connectivity Committee and furthermore, that Administration be directed to develop a Terms of Reference for the Committee.

CARRIED

iv) Letter Gas Tax Fund Minister of Infrastructure and Community

v) Letter Bill C68 MP Cheryl Gallant

-E. MacDonald to review and provide further information.

Resolution No. 151-2019

Moved by Councillor Jaworski

Seconded by Councillor Lang

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

CARRIED

c) Committee Reports

i) Committee of Adjustment Minutes March 18 2019

ii) Committee of Adjustment Notice of Public Hearings

d) For Information Only

i) Ministry Inspection Reports 20182019

ii) Support Resolution Municipal Voters List Township of Wellesley

8. UNFINISHED BUSINESS

a) Unfinished Business Listing - April 15, 2019

9. CLOSED SESSION

Resolution No. 165-2019

Moved by Councillor McDonell

Seconded by Deputy Warden

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

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

(c) a proposed or pending acquisition or disposition of land by the municipality or local board;

-Staff Report 53-2019

-Staff Report 54-2019

(d) labour relations or employee negotiations;

-Staff Report 55-2019

-Chief Building Official Position

CARRIED

Resolution No. 166-2019

Moved by Councillor Lang
Seconded by Councillor Jaworski

BE IT RESOLVED THAT the Council of the Township of South Glengarry now rise and reconvene at 10:07 pm into Open Session without reporting.
CARRIED

Resolution No. 167-2019

Moved by Councillor Jaworski
Seconded by Councillor McDonell

BE IT RESOLVED THAT Staff Report 53-2019 be received and that the Council of the Township of South Glengarry accept the offer from Paul Vincent and Anne-Marie Emard of \$218,000.00 subject to the buyer accepting the Township's counter offer for the purchase of Lot 1 on Registered Plan 14R-6380 and furthermore, that the Mayor and Clerk be authorized to sign all relevant documents.
CARRIED

Resolution No. 168-2019

Moved by Deputy Warden
Seconded by Councillor Lang

BE IT RESOLVED THAT Staff Report 54-2019 be received and that the Council of the Township of South Glengarry authorizes \$70,000 from reserves towards the purchase of 28 Kenyon Street East, Alexandria, in partnership with the Corporation of the Township of North Glengarry and furthermore, that the Mayor and Clerk be authorized to sign all relevant documents.
CARRIED

Resolution No. 169-2019

Moved by Councillor McDonell
Seconded by Councillor Jaworski

BE IT RESOLVED THAT Staff Report 55-2019 be received for information purposes.
CARRIED

10. CONFIRMING BY-LAW

Resolution No. 170-2019

Moved by Deputy Warden
Seconded by Councillor McDonell

BE IT RESOLVED THAT By-law 28-2019 to adopt, confirm and ratify matters dealt with by resolution, be read a first, second and third time, signed, sealed and passed in Open Council this 15th day of April 2019.
CARRIED

11. ADJOURNMENT

Resolution No. 171-2019

Moved by Councillor Jaworski
Seconded by Councillor Lang

BE IT RESOLVED THAT the Council of the Township of South Glengarry adjourn to the call of the chair at 10:11 pm.
CARRIED

Mayor

Clerk

Understanding MPAC and our role in the Property Assessment and Taxation System

Name

Place

Date





We are assessment experts who live and work in your communities.



Property Assessment in Ontario

Ontario's Assessment System

There are several main components in Ontario's property assessment and taxation system. Each plays an important role:

**THE ONTARIO
PROPERTY
TAXPAYER**

Municipalities use the assessed values we provide to inform their decisions about the property taxes we all pay for important services.

MUNICIPALITIES

determine revenue requirements, set municipal tax rates and collect property taxes to pay for municipal services using the assessed value.*

These services may include:



Police and fire protection



Roads, sidewalks and public transit



Waste management



Municipal parks and recreational facilities



School boards
Education taxes are also collected for school boards.

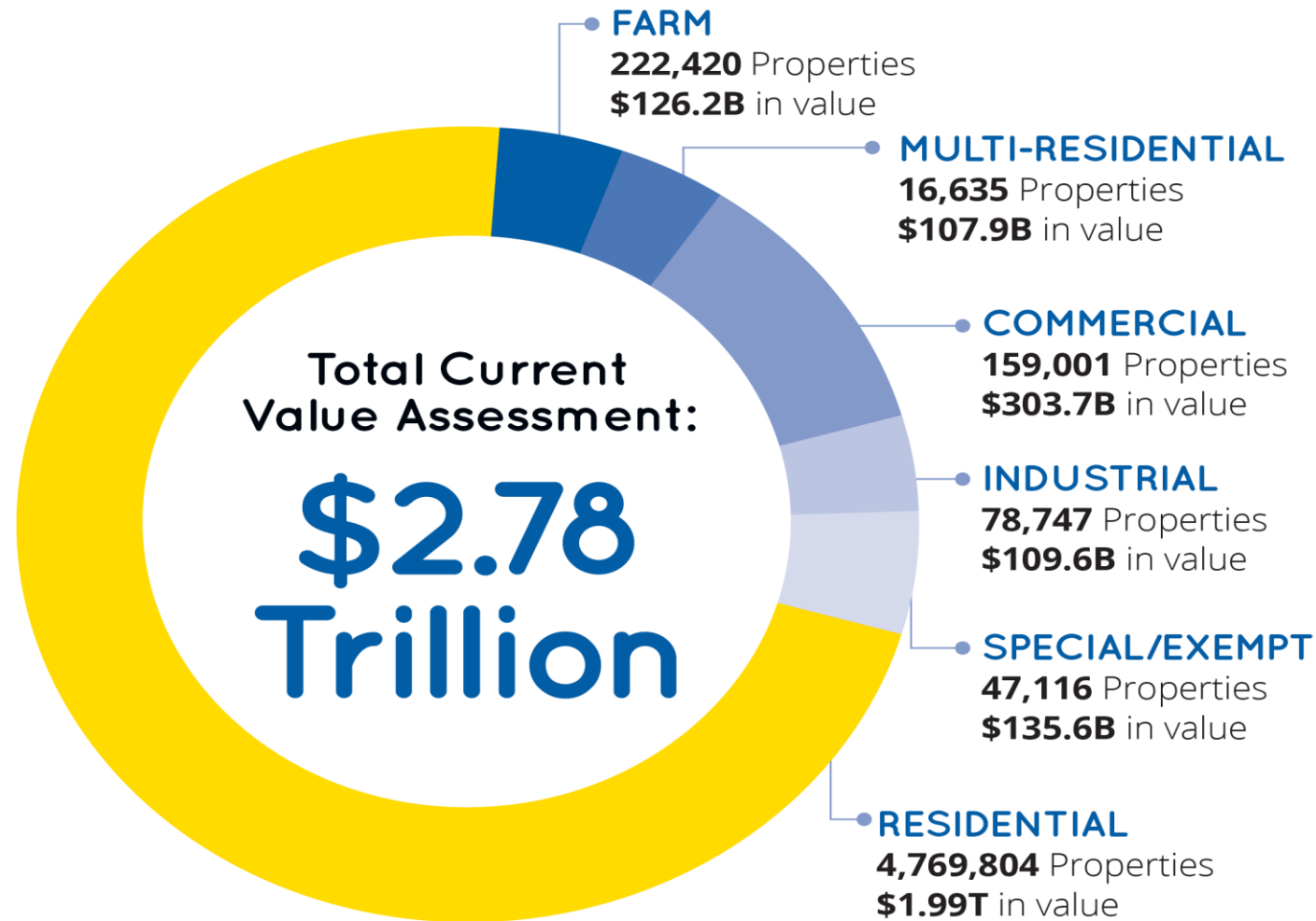
THE MUNICIPAL PROPERTY ASSESSMENT CORPORATION

determines Current Value Assessments and classifications for all properties in Ontario.

THE PROVINCIAL GOVERNMENT

passes legislation, sets assessment policies and determines education tax rates. The Province also operates an independent assessment appeal tribunal – the Assessment Review Board.





Ontario's 4-Year Cycle



Phase-in Program for Increases Only

Your property's value on **January 1, 2016:** **\$345,000**

Your property's value on **January 1, 2019:** **\$375,000**

Over this four-year period,
your property value changed by: **\$30,000**

**Assuming property characteristics stay the same,
the property assessment will increase by \$7,500 each year**

2021
\$352,500 ► **2022**
\$360,000 ► **2023**
\$367,500 ► **2024**
\$375,000

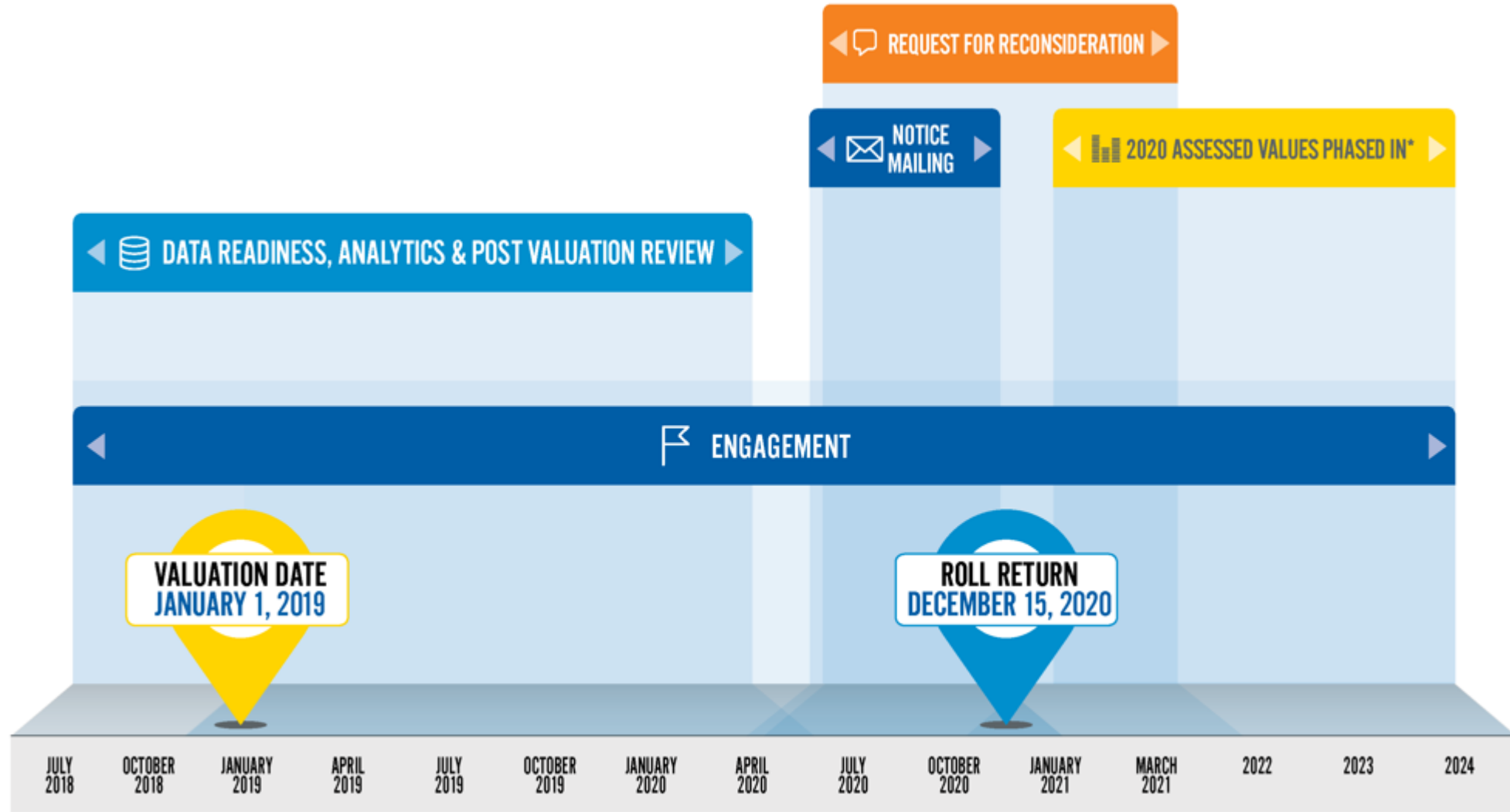
About
Property.ca



MUNICIPAL
CONNECT™

The Road to Ontario's Next Assessment

Assessment Roadmap



*Assessment increases are **phased in equally over four years**. Decreases are **applied immediately**.



2018 YEAR-END ASSESSMENT REPORT FOR THE 2019 TAX YEAR

AS OF DECEMBER 2018



Gina Dragone, Food and Agriculture Development Officer

www.allthingsfoodbouffe360.ca

agrifoodsdgc@gmail.com

Stormont, Dundas, Glengarry, Cornwall, Akwesasne Food and Agriculture Advisory Council (FAAC)

18-month Report of Recommendations
December 2018

AT-A-GLANCE

Priority #1. Establish and Coordinate a Regional Food and Agriculture Advisory Council



Priority #2.

Local Agri-Food Businesses Development and Support



Priority #3. Optimize Regional Agri-Food Value Chain

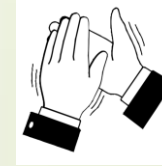


Priority #4

Local Food Literacy, Branding, and Promotion



Highlights



- Small Business Workshop Speaker Series
- Community Food Literacy/Skills and Workshop Series
- Culinary Tourism Alliance Events
- Irish Ambassador Delegation Tour
- "What's your story?" campaign
- Commercial Kitchen Pilot



Commercial Kitchen Pilot

Between June and November 2018, FAAC conducted outreach to the Eastern Ontario Health Unit (EOHU) to discuss challenges businesses were experiencing due to the new Food Premises Regulations. As such, the EOHU has agreed to partner with the council to launch a Commercial Kitchen Pilot in 2019.



Next Steps

- ★ Phase 2- Implementation
- ★ Municipal and City Council delegations
- ★ Full report of recommendations



Questions?

For additional information and questions related to the council, please contact:

Gina Dragone, Food and Agriculture Development Officer

www.allthingsfoodbouffe360.ca

agrifoodsdgc@gmail.com



STAFF REPORT

S.R. No. 56-2019

PREPARED BY: Lachlan McDonald, GM Corporate Services

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: May 6, 2019

SUBJECT: Further Review – Upper Canada Academy

BACKGROUND:

1. Following Staff Report 41-2019 (April 1, 2019), Council directed Administration to do additional research regarding the Upper Canada Academy (UCA) request for a tax abatement.
2. To ensure all available options were explored, Staff Report 41-2019 was sent to the Ministry Municipal Affairs and Housing to inquire what options are available within the Municipal Act.
3. Following the conversation, it was quite evident that our options are limited, to non-existent. The Ministry guided me to Economic Development Services in the Municipal Act:

Assistance Prohibited, section 106 (1) states, “Despite any Act, a municipality shall not assist directly or indirectly any manufacturing business or other industrial or commercial enterprise through the granting of bonuses for that purpose. 2001, c.25 s.106(1)

Same

- (2) Without limiting subsection (1), the municipality shall not grant assistance by;
- (a) giving or lending any property of the municipality, including money;
 - (b) guaranteeing borrowing;
 - (c) leasing or selling any property of the municipality at below fair market value; or
 - (d) giving a total or partial exemption from any levy, charge or fee 2001, c.25 s.106(1)

Exception

- (3) Subsection (1) does not apply to a council exercising its authority under subsection 28 (6), (7), or (7.2) of the Planning Act or under section 365.1 of this Act. 2001, c.25, s.106 (3); 2002, c.17, Sched. A, s.23; 2006, c.23, s.34.



4. In researching the exceptions provided in the Municipal Act section 106 (1)

- **365.1 of this Act. 2001, c.25 s.106 (3)**

Cancellation of taxes, rehabilitation and development period

By-law to cancel taxes

(2) Subject to subsection (6), a local municipality may pass by-laws providing for the cancellation of all or a portion of the taxes for municipal and school purposes levied on one or more specified **eligible properties**, on such conditions as the municipality may determine, and a by-law may apply in respect of the rehabilitation period for a specified property, the development period for a specified property, or both. 2005, c. 31, Sched. 17, s. 1 (4).

- “eligible property” means property for which a phase two environmental site assessment has been conducted,
 - a) That is included under section 28 of the Planning Act in a community improvement project area for which a community improvement plan is in effect containing provisions in respect of tax assistance under this section, and
 - b) That, as of the date the phase two environmental site assessment was completed, did not meet the standards that must be met under subparagraph 4(i) of subsection 168.4 (1) of the Environmental Protection Act to permit a record of site condition to be filled under that subsection in the Environmental Site Registry; (“bien admissible”)

Note: 4(i) deals with contaminants and appears to be focused on Brownfield properties

It appears that under 365.1, c.25 s.106(3) of the Municipal Act we cannot offer help to the UCA.

- **2002 c.17, Sched. A, s.23;**

A municipality may enter into an agreement with any person to construct, maintain, and operate a private road or a private water or sewage works, including hydrants. 2001, c.25, s.23

It appears that under 2002 c.17, Sched. A, s.23 we cannot offer help to the UCA.



- **2006, c.23, s.34**

34 (1) A by-law permanently closing a highway does not take effect until a certified copy of the by-law is registered in the proper land registry office. 2006, c. 32, Sched. A, s. 18.

It appears that under 2006, c.23, Sched. A, s. 34 we cannot offer help to the UCA.

5. In researching exceptions under the Planning Act:

- **28(6), (7), or (7.2)**

Powers of council re land

(6) For the purpose of carrying out a community improvement plan that has come into effect, the municipality may,

(a) construct, repair, rehabilitate or improve buildings on land acquired or held by it in the community improvement project area in conformity with the community improvement plan, and sell, lease, or otherwise dispose of any such buildings and the land appurtenant thereto;

(b) sell, lease, or otherwise dispose of any land acquired or held by it in the community improvement project area to any person or governmental authority for use in conformity with the community improvement plan. R.S.O. 1990, c. P.13, s.28 (6); 20011, c. 17 s. 7(6).

Grants or loans re: eligible costs

(7) For the purpose of carrying out a municipality's community improvement plan that has come into effect, the municipality may make grants or loans, in conformity with the community improvement plan, 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. 2006, c. 23, s. 14 (8).

Grants or loans between upper and lower-tier municipalities

(7.2) The council of an upper-tier municipality may make grants or loans to the council of a lower-tier municipality and the council of a lower-tier municipality may make grants or loans to the council of the upper-tier municipality, for the purpose of carrying out a community improvement plan that has come into effect, on such terms as to security and otherwise as the council considers appropriate, but only if the official plan of the municipality making the grant or loan contains provisions relating to the making of such grants or loans. 2006, c. 23, s. 14 (8).



Given the terms, area, and provisions of our Community Improvement Plan (CIP), we cannot offer help to the UCA.

6. The UCA may be eligible for funding through the United Counties Regional Incentive program. The UCA is encouraged to pre-consult with the United Counties to determine eligibility.

ANALYSIS:

7. Ultimately the Ministry of Municipal Affairs and Housing stated that we have no authority to offer tax abatement to the UCA.

IMPACT ON 2019 BUDGET:

N/A

ALIGNMENT WITH STRATEGIC PLAN:

8. Values: Accountability (complying with legislation)

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 56-2019 be received and that the Council of the Township of South Glengarry deny the request to provide tax abatement to the Upper Canada Academy based on insufficient authority to do so.

A handwritten signature in black ink, appearing to read "Kelli Campeau".

Recommended to Council for
Consideration by:
KELLI CAMPEAU - CLERK



STAFF REPORT

S.R. No. 57-2019

PREPARED BY: Lachlan McDonald, GM Corporate Services

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: May 6, 2019

SUBJECT: 2019 Budget and Tax Rates

BACKGROUND:

1. Council reviewed the 2019 Budget during the Special Meetings of Council held on March 22, 2019.
2. All the information necessary to complete our final tax bills is now available.

ANALYSIS:

3. The attached By-law 29-2019 establishes our 2019 tax rates and sets the final instalment due dates.

IMPACT ON 2019 BUDGET:

4. Approval of By-law 29-2019 will finalize the 2019 budget.

ALIGNMENT WITH STRATEGIC PLAN:

Values: Accountability

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 57-2019 be received and that By-law 29-2019, being a by-law to adopt the estimates of all sums required during the year and to adopt the tax rates for the year 2019, be read a first, second, and third time, passed, signed, and sealed in Open Council this 6th day of May, 2019.



A handwritten signature in black ink, which appears to read "Kelli Campeau". The signature is written in a cursive style and is positioned above a horizontal line.

Recommended to Council for
Consideration by:
KELLI CAMPEAU - CLERK

SG-C-19

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY
BY-LAW 29-2019
FOR THE YEAR 2019**

***BEING A BY-LAW TO ADOPT THE ESTIMATES OF ALL SUMS
REQUIRED DURING THE YEAR AND TO ADOPT TAX RATES FOR
THE YEAR 2019.***

WHEREAS Section 290 of the *Municipal Act, R.S.O. 2001*, as amended, provides that the Council of a local Municipality shall, in each year, prepare and adopt estimates of all sums required during the year for the purposes of the local Municipality;

AND WHEREAS it is necessary for the Council of the Corporation of the Township of South Glengarry, pursuant to the *Municipal Act, R.S.O. 2001*, as amended to levy certain tax rates on the whole rateable property, according to the last revised assessment roll for the Corporation of the Township of South Glengarry, for the purpose of raising the estimated sums required during the year;

AND WHEREAS Section 312 of the *Municipal Act, R.S.O. 2001*, as amended, provides that the Council of a local Municipality shall, after the adoption of estimates for the year, pass a by-law to levy a separate tax rate on the assessment in each property class;

AND WHEREAS Sections 307 and 308 of the *Municipal Act, R.S.O. 2001*, as amended, requires that tax rates be established in the same proportion to tax ratios;

AND WHEREAS the United Counties of Stormont, Dundas and Glengarry, under By-law No. 5187, has established the tax ratios for 2019;

AND WHEREAS the United Counties of Stormont, Dundas and Glengarry, has, under By-law No. 5188, directed each lower-tier Municipality to levy specified tax rates for the purpose of raising the general upper-tier levy for the year 2019;

AND WHEREAS the Province of Ontario has, by regulation, set the tax rates for the purpose of raising the amounts required for education purposes for the year 2019;

AND WHEREAS certain activities, such as the water plants, the sewage plants, or street light systems, are self-financed by certain areas;

AND WHEREAS it is deemed expedient to maintain a reasonable level of reserves;

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

1. **THAT** the Council of the Corporation of the Township of South Glengarry has considered the estimates of the Municipality and deems it necessary that the amount of \$9,258,526 be adopted as its net taxation requirement for the year 2019.

2. **THAT** for the year 2019, the tax rates as shown on Schedule "A" to this by-law, shall be levied upon the whole of the assessment in each property class.
3. **THAT** any amounts levied by the interim levy by-law for 2019 shall be deducted from the amounts levied by this by-law.
4. **THAT** for Payments-In-Lieu of taxes and railway right-of-ways due to the Corporation of the Township of South Glengarry, the actual amount due shall be based on the assessment roll and the tax rates for the year 2019 or as per such other method or regulation that may apply.
5. **THAT** every owner of land shall be taxed according to the tax rates shown on Schedule "A" to this by-law and such tax shall become due and payable in two instalments as follows:

50% of the final levy rounded upwards to the next whole dollar shall become due and payable on the 30th day of August 2019 and the balance of the final levy shall become due and payable on the 31st day of October 2019 and non-payment of the amount, as noted, on the dates stated shall constitute default.
6. **THAT** on all portions of the levy which are in default, a penalty of 1¼% shall be added and thereafter a penalty of 1¼% per month will be added on the 1st day of each and every month as long as the default continues, and until December 31, 2019.
7. **THAT** on all taxes in default on January 1, 2020, interest shall be added, on the 1st day of each month, at the rate of 1¼% per month for each month or fraction thereof in which the default continues.
8. **THAT** penalties and interest added in default shall become due and payable and shall be collected as if the same had originally been imposed and formed part of such unpaid tax levy.
9. **THAT** the Collector may mail or cause to be mailed to the residence or place of business of such person indicated on the last revised assessment roll, a notice specifying the amount of taxes payable.
10. **THAT** the current taxes are payable at the Township of South Glengarry municipal office, at most banking institutions and through various internet and telephone banking facilities.
11. **THAT** taxpayers may also arrange for the payment of their taxes through the following methods:

a) Taxpayers with no arrears

Electronically through a pre-authorized payment plan, based on 11 payments per year, transferred from their bank account on the 1st

banking day of each month from January to November. Interest will not be charged on these accounts.

b) Taxpayers with no arrears

Electronically through a pre-authorized payment plan, based on the due date of installments, transferred from their bank account on the due date of the various installments due throughout the year. Interest will not be charged on these accounts.

c) Taxpayers with arrears

Electronically, through a pre-authorized payment plan, based on a fixed amount set by the owner, transferred from their bank account on the 1st banking day of each month from January to December. Interest will be charged on these accounts.

Two instances of return by the bank due to insufficient funds will cause the removal of the account from the pre-authorized payment plan.

- 12. **THAT** the Collector is empowered to accept part payment on account of any taxes due.
- 13. **THAT** any general surplus or general deficit in the current Budget at year-end be transferred to or from the General Working Reserve not including any surplus or deficit created by PSAB transactions.
- 14. **THAT** any revenues received from Court fines designated to be for the benefit of the Fire Department be transferred to the Fire Department Reserve and that any revenues received from the sale of surplus equipment be transferred to the relevant Department Reserve.
- 15. **THAT** any surplus or deficit, at year end, in self-financing departments and activities be transferred to or from the specific surplus/deficit account dedicated to that activity.
- 16. **THAT** this by-law shall come into force and effect upon the date of the final reading thereof.

READ A FIRST, SECOND AND THIRD TIME, PASSED, SIGNED AND SEALED IN OPEN COUNCIL THIS 6TH DAY OF MAY, 2019.

MAYOR: **CLERK:**

Schedule 'A' to By-law 29-2019
The Corporation of the Township of South Glengarry
2019 Tax Rates

Property Class	Tax Class	Current Value Assessment	Lower Tier Tax Rate	Lower Tier Tax Dollars	Upper Tier Tax Rate	Upper Tier Tax Dollars	Education Tax Rate	Education Tax Dollars	Total Tax Rate	Total Tax Dollars
Residential & Farm	RT	1,446,516,789	0.501881%	7,259,793	0.579000%	8,375,332	0.161000%	2,328,892	1.241881%	17,964,017
Residential & Farm (Education Only)	RD	310,243	0.000000%	0	0.000000%	0	0.161000%	499	0.161000%	499
Multi-Residential	MT	1,876,055	0.501881%	9,416	0.579000%	10,862	0.161000%	3,020	1.241881%	23,298
Commercial (occupied)	CT	52,117,697	0.820088%	427,411	0.946000%	493,033	1.290000%	672,318	3.056088%	1,592,763
Commercial Vacant Units/Excess Land	CU	2,596,523	0.574062%	14,906	0.662200%	17,194	1.096500%	28,471	2.332762%	60,571
Commercial Vacant Land	CX	2,737,640	0.574062%	15,716	0.662200%	18,129	1.096500%	30,018	2.332762%	63,863
Commercial New Const (occupied)	XT	13,024,561	0.820088%	106,813	0.946000%	123,212	1.030000%	134,153	2.796088%	364,178
Commercial New Const/Excess Land	XU	1,172,147	0.574062%	6,729	0.662200%	7,762	0.721000%	8,451	1.957262%	22,942
Farmland	FT	699,727,463	0.125470%	877,948	0.144700%	1,012,506	0.040250%	281,640	0.310420%	2,172,094
Shopping Centres	ST	277,300	0.820088%	2,274	0.946000%	2,623	1.290000%	3,577	3.056088%	8,475
Landfill	HT	0	0.725317%	0	0.000000%	0	5.908938%	0	6.634255%	0
Industrial (occupied)	IT	9,070,950	1.035599%	93,939	1.194600%	108,362	1.290000%	117,015	3.520199%	319,315
Industrial Vacant Units/Excess Land	IU	227,918	0.724919%	1,652	0.836200%	1,906	1.096500%	2,499	2.657619%	6,057
Industrial Vacant Land	IX	253,550	0.724919%	1,838	0.836200%	2,120	1.096500%	2,780	2.657619%	6,738
Industrial New Construction (occupied)	JT	2,678,608	1.035599%	27,740	1.194600%	31,999	1.030000%	27,590	3.260199%	87,328
Industrial New Construction (excess)	JU	553,710	0.724919%	4,014	0.836200%	4,630	0.721000%	3,992	2.282119%	12,636
Pipelines	PT	58,787,425	0.686507%	403,580	0.791900%	465,538	1.030000%	605,510	2.508407%	1,474,628
Managed Forest	TT	3,792,641	0.125470%	4,759	0.144700%	5,488	0.040250%	1,527	0.310420%	11,773
Totals		2,295,721,220		9,258,526		10,680,696		4,251,954		24,191,176

Sample Tax Invoice (assuming a 0.93%*increase in CVA)	*
Sample Current Value Assessment 2018	\$ 208,000
Sample Current Value Assessment 2019	\$ 209,934

* chart info per MPAC

Percentage Share of Total Residential Tax Rate	
	%
Township (Lower Tier)	40.4%
County (Upper Tier)	46.6%
Education (School Boards)	13.0%
	100%

		Twp \$	County \$	Educ. \$	Total \$
Residential	2018	1,044.49	1,229.70	353.60	2,627.78
"RT"	2019	1,053.62	1,215.52	337.99	2,607.13
	% Change	0.87%	(1.15%)	(4.41%)	(0.79%)
Commercial	2018	1,706.72	2,009.49	2,787.20	6,503.41
"CT"	2019	1,721.64	1,985.98	2,708.15	6,415.77
	% Change	0.87%	(1.17%)	(2.84%)	(1.35%)
Industrial	2018	2,155.23	2,537.60	2,787.20	7,480.03
"IT"	2019	2,174.07	2,507.87	2,708.15	7,390.09
	% Change	0.87%	(1.17%)	(2.84%)	(1.20%)

Financial Statement

For Period Ending 31-Dec-2019



	PREVIOUS BUDG	PREVIOUS ACTUAL	CURRENT BUDGET	CURRENT ACTUAL	\$ VARIANCE	% OF BUDGET SPENT
General Fund						
Revenues						
Taxation - Residential & Farm	(19,482,822.00)	(19,482,826.77)	0.00	(12,315,528.78)	(12,315,528.78)	0.00
Taxation - Commercial	(2,062,893.00)	(2,062,892.79)	0.00	0.00	0.00	0.00
Taxation - Industrial	(1,878,168.00)	(1,878,413.44)	0.00	0.00	0.00	0.00
Taxation - Other Charges - Street Ligh	(220,000.00)	(225,477.18)	(223,000.00)	0.00	223,000.00	0.00
Taxation - Other Charges - Tile Draina	(37,500.00)	(27,160.00)	(32,500.00)	0.00	32,500.00	0.00
Taxation - Other Charges - Green Valle	(85,000.00)	(93,060.00)	(95,000.00)	(46,530.00)	48,470.00	48.98
Taxation - Other Charges - Kennedy Wat	(32,000.00)	(33,671.30)	(34,000.00)	(16,835.65)	17,164.35	49.52
Taxation - Other Charges - Nesel & Dry	(4,976.00)	(4,975.70)	(4,975.00)	(2,487.86)	2,487.14	50.01
Taxation - Supplementary - Residential	0.00	(91,301.17)	(35,000.00)	0.00	35,000.00	0.00
Taxation - Supplementary - Commercial	0.00	(14,390.69)	0.00	0.00	0.00	0.00
Taxation - Supplementary - Industrial	0.00	(590.36)	0.00	0.00	0.00	0.00
Fees & User Charges - Administration	(535,950.00)	(642,771.81)	(541,130.00)	(202,391.43)	338,738.57	37.40
Fees & User Charges - Building Dept	(249,700.00)	(250,103.59)	(229,700.00)	(59,099.14)	170,600.86	25.73
Fees & User Charges - Prop. Stnd & Byl	(18,500.00)	(14,241.88)	(19,100.00)	(4,500.00)	14,600.00	23.56
Fees & User Charges - Fire Dept	(10,000.00)	(19,658.78)	(12,500.00)	(2,144.36)	10,355.64	17.15
Fees & User Charges - Roads Dept	(15,000.00)	(28,507.12)	(20,000.00)	0.00	20,000.00	0.00
Fees & User Charges - Waste Disposal	(15,200.00)	(17,228.83)	(15,300.00)	(648.00)	14,652.00	4.24
Fees & User Charges - Beaverbrook Site	(40,000.00)	(48,202.00)	(40,000.00)	(26,310.00)	13,690.00	65.78
Fees & User Charges - North Lancaster	(32,150.00)	(41,850.72)	(37,500.00)	0.00	37,500.00	0.00
Fees & User Charges - Glen Walter Syst	(396,000.00)	(561,444.32)	(506,500.00)	(177,368.03)	329,131.97	35.02
Fees & User Charges - Lancaster System	(543,500.00)	(657,359.85)	(663,500.00)	(256,229.97)	407,270.03	38.62
Fees & User Charges - Medical Centre	(33,000.00)	(33,840.16)	(33,000.00)	(12,211.21)	20,788.79	37.00
Fees & User Charges - Ambulance Bay	(16,800.00)	(16,800.00)	(16,800.00)	(5,600.00)	11,200.00	33.33
Fees & User Charges - Recreation	(1,000.00)	(784.00)	(1,000.00)	(169.50)	830.50	16.95
Fees & User Charges - Recreation Progr	(46,500.00)	(50,790.62)	(44,000.00)	(12,977.53)	31,022.47	29.49
Fees & User Charges - Char-Lan Rec. Ce	(213,000.00)	(210,089.21)	(215,000.00)	(65,190.44)	149,809.56	30.32
Fees & User Charges - Martintown Comm.	(9,200.00)	(6,105.99)	(6,200.00)	(4,105.13)	2,094.87	66.21
Fees & User Charges - Ball Fields	(2,950.00)	(1,817.62)	(3,000.00)	0.00	3,000.00	0.00
Misc Revenue - Peanut Line	0.00	0.00	0.00	0.00	0.00	0.00
Fees & User Charges - Planning Dept	(30,000.00)	(46,590.48)	(34,000.00)	(11,550.00)	22,450.00	33.97
Fees & User Charges - Economic Develop	(10,000.00)	(4,420.00)	(8,000.00)	(2,580.00)	5,420.00	32.25
Fees & User Charges - Tile Drainage	0.00	0.00	0.00	0.00	0.00	0.00
Revenue from Other Municipalities	0.00	0.00	0.00	0.00	0.00	0.00
Payments in Lieu	(144,660.00)	(159,825.87)	(145,150.00)	(619.00)	144,531.00	0.43
Ontario Grants	(1,891,562.00)	(1,383,269.63)	(1,494,000.00)	(262,338.00)	1,231,662.00	17.56
Canada Grants	(10,000.00)	(60,011.83)	(15,400.00)	(16,510.00)	(1,110.00)	107.21
Transfers from Reserves	(1,755,000.00)	(2,313,322.80)	(2,347,181.00)	0.00	2,347,181.00	0.00
Gains on Sale of Assets - PSAB	0.00	0.00	0.00	0.00	0.00	0.00
Expenses						
General Government - Legislative	148,500.00	147,972.40	167,500.00	70,075.25	(97,424.75)	41.84
General Government - Administration	1,163,650.00	1,101,658.12	1,360,400.00	271,483.84	(1,088,916.16)	19.96
General Government - Legion	42,500.00	51,159.26	27,800.00	8,648.88	(19,151.12)	31.11
General Government - Celtic Music Hall	6,000.00	11,902.64	6,000.00	1,290.91	(4,709.09)	21.52
General Government - Lancaster Library	26,100.00	16,006.50	13,600.00	3,049.22	(10,550.78)	22.42

Financial Statement

For Period Ending 31-Dec-2019



	PREVIOUS BUDG	PREVIOUS ACTUAL	CURRENT BUDGET	CURRENT ACTUAL	\$ VARIANCE	% OF BUDGET SPENT
General Fund						
General Government - Special Projects	66,000.00	40,031.86	14,500.00	1,200.00	(13,300.00)	8.28
General Government - Grants to Others	41,750.00	39,271.13	52,000.00	3,032.06	(48,967.94)	5.83
Glengarry County Archives	21,000.00	21,925.94	21,000.00	7,957.11	(13,042.89)	37.89
Tax Write Off - Residential & Farm	45,000.00	113,758.17	45,000.00	3,703.02	(41,296.98)	8.23
Tax Write Off - Commercial	15,000.00	40,341.66	15,000.00	988.19	(14,011.81)	6.59
Tax Write Off - Industrial	2,000.00	0.00	2,000.00	0.00	(2,000.00)	0.00
Building Inspection Dept	455,700.00	445,135.85	511,950.00	153,118.56	(358,831.44)	29.91
Raisin Region Conservation Authority	116,000.00	115,883.62	123,000.00	0.00	(123,000.00)	0.00
Property Standards & By-Law Enforcemen	109,100.00	23,254.80	107,830.00	1,428.78	(106,401.22)	1.33
Line Fence Act Expenses	0.00	0.00	0.00	0.00	0.00	0.00
Emergency Management Co-ordinator	16,450.00	13,118.41	17,550.00	2,476.74	(15,073.26)	14.11
Fire - Administration	1,637,250.00	1,586,066.06	1,472,300.00	122,497.91	(1,349,802.09)	8.32
Fire - Stn 1 - Glen Walter	113,500.00	101,646.06	85,800.00	2,639.09	(83,160.91)	3.08
Fire - Stn 2 - Martintown	110,500.00	95,825.28	69,500.00	6,940.63	(62,559.37)	9.99
Fire - Stn 3 - Williamstown	79,000.00	71,159.47	61,500.00	4,495.45	(57,004.55)	7.31
Fire - Stn 4 - Lancaster	88,000.00	66,528.65	71,500.00	7,248.28	(64,251.72)	10.14
Fire - Stn 5 - North Lancaster	73,000.00	90,248.66	67,500.00	4,042.45	(63,457.55)	5.99
Fire - Training Facilities	0.00	0.00	1,000.00	0.00	(1,000.00)	0.00
2018 (1) Spartan Pumper	0.00	0.00	4,750.00	1,505.99	(3,244.01)	31.71
1997 (2) GMC Pumper	0.00	0.00	4,750.00	290.02	(4,459.98)	6.11
1997 (3) GMC Pumper	0.00	0.00	4,750.00	419.52	(4,330.48)	8.83
1996 (4) Freightliner Pumper	0.00	0.00	4,750.00	1,092.38	(3,657.62)	23.00
2001 (5) GMC Pumper	0.00	0.00	5,250.00	1,578.16	(3,671.84)	30.06
1997 (1) GMC Tanker	0.00	0.00	4,250.00	54.56	(4,195.44)	1.28
2015 (2) Inter Tanker	0.00	0.00	4,250.00	0.00	(4,250.00)	0.00
1996 (3) XXX Tanker	0.00	0.00	4,250.00	90.06	(4,159.94)	2.12
2017 (4) Inter Tanker	0.00	0.00	4,250.00	756.61	(3,493.39)	17.80
2016 (5) Inter Tanker	0.00	0.00	4,250.00	1,847.52	(2,402.48)	43.47
1993 (1) XXX Rescue	0.00	0.00	4,750.00	560.69	(4,189.31)	11.80
2000 (2) Ford Ambulance	0.00	0.00	4,750.00	0.00	(4,750.00)	0.00
2014 (4) Spartan Rescue	0.00	0.00	5,750.00	94.56	(5,655.44)	1.64
2000 (5) Ford Ambulance	0.00	0.00	4,750.00	0.00	(4,750.00)	0.00
2014 (Chief) GMC Pickup	0.00	0.00	7,100.00	4,242.27	(2,857.73)	59.75
Auxiliary Vehicles (3)	0.00	0.00	1,000.00	0.00	(1,000.00)	0.00
Street Lights	133,000.00	223,677.18	138,000.00	41,896.15	(96,103.85)	30.36
Airport	13,000.00	12,192.16	17,220.00	722.85	(16,497.15)	4.20
Roads - Administration	927,000.00	775,796.57	928,000.00	184,003.13	(743,996.87)	19.83
Roads - Buildings & Yards	703,000.00	784,627.57	1,610,000.00	102,446.42	(1,507,553.58)	6.36
Roads - Patrol	35,000.00	27,202.05	30,000.00	32,844.14	2,844.14	109.48
Roadside Maintenance - Mowing	130,000.00	146,823.57	154,000.00	1,598.60	(152,401.40)	1.04
Roadside Maintenance - Ditching & Dra	57,000.00	31,004.68	50,000.00	951.46	(49,048.54)	1.90
Roadside Maintenance - Brushing	85,000.00	74,848.95	90,000.00	12,161.84	(77,838.16)	13.51
Roadside Maintenance - Debris & Litter	35,000.00	28,441.69	30,000.00	5,109.47	(24,890.53)	17.03
Roads - Culverts Maintenance & Replace	116,000.00	104,325.71	108,000.00	1,422.60	(106,214.40)	1.65
Roads - Hardtop Patching	70,000.00	62,121.21	100,000.00	10,576.65	(89,423.35)	10.58

Financial Statement

For Period Ending 31-Dec-2019



	PREVIOUS BUDG	PREVIOUS ACTUAL	CURRENT BUDGET	CURRENT ACTUAL	\$ VARIANCE	% OF BUDGET SPENT
General Fund						
Roads - Hardtop Sweeping	20,000.00	20,372.55	20,000.00	3,209.48	(16,790.52)	16.05
Roads - Hardtop Shouldering	40,000.00	44,747.86	48,000.00	0.00	(48,000.00)	0.00
Roads - Hardtop Crack Sealing	20,000.00	21,222.17	0.00	0.00	0.00	0.00
Roads - Hardtop Line Painting	20,000.00	14,608.83	20,000.00	0.00	(20,000.00)	0.00
Roads - Sidewalk Maintenance	10,000.00	653.30	10,000.00	0.00	(10,000.00)	0.00
Roads - Loosetop Grading	125,000.00	126,004.28	130,000.00	24,797.51	(105,202.49)	19.08
Roads - Loosetop Dust Control	180,000.00	149,446.50	150,000.00	0.00	(150,000.00)	0.00
Roads - Loosetop Resurfacing	475,000.00	456,947.66	440,000.00	856.10	(439,143.90)	0.19
Roads - Signs & Safety Devices	43,000.00	23,229.60	45,000.00	4,753.56	(40,246.44)	10.56
Roads - Guidrails	42,000.00	0.00	23,500.00	0.00	(23,500.00)	0.00
Roads - Railway Crossings	30,000.00	26,885.76	30,000.00	5,301.00	(24,699.00)	17.67
Rds & Rec Community Services	1,500.00	189.84	1,500.00	0.00	(1,500.00)	0.00
Roads - Miscellaneous	13,000.00	71,122.01	12,000.00	3,377.28	(8,622.72)	28.14
Roads - Winter Control - Plowing & San	650,000.00	897,199.18	765,000.00	649,917.12	(115,082.88)	84.96
Roads - Winter Control - Ice Blading	23,000.00	15,475.20	22,000.00	17,495.30	(4,504.70)	79.52
Roads - Sidewalks - Snow Removal	48,500.00	66,202.65	58,000.00	44,643.85	(13,356.15)	76.97
Roads - Winter Control - Flood Control	5,000.00	8,667.43	10,000.00	19,148.44	9,148.44	191.48
Roads - 1st Line Culvert	0.00	0.00	0.00	0.00	0.00	0.00
Bridge & Culvert Improvements	0.00	0.00	0.00	0.00	0.00	0.00
Kraft Bridge Reconstruction	0.00	0.00	0.00	0.00	0.00	0.00
Repository of Past Roads Projects	0.00	0.00	0.00	0.00	0.00	0.00
Conc 3 Bridge	575,000.00	616,351.30	0.00	152.64	152.64	0.00
Beaupre Rd (2.56km) 2x Surf Treat & Pa	0.00	0.00	135,000.00	0.00	(135,000.00)	0.00
3rd Line Rd Bridg (SN 30001) - Evaluat	0.00	0.00	0.00	0.00	0.00	0.00
2nd Line Bridge (SN 33043) - Design	0.00	0.00	35,000.00	0.00	(35,000.00)	0.00
Loyalist Road - Surface Treat (2.75km)	127,500.00	157,424.57	0.00	0.00	0.00	0.00
Fairview Extension	100,000.00	4,249.75	0.00	0.00	0.00	0.00
Street Rd. - 2xSurface Treat (5.79km)	477,000.00	390,100.82	0.00	0.00	0.00	0.00
Nine Mile Rd - 2xSurface Treat (X.XXkm)	617,000.00	748,366.22	0.00	0.00	0.00	0.00
William Street (0.68km) - Reconstructi	0.00	0.00	25,000.00	7,381.15	(17,618.85)	29.52
Purcell Road (0.70km) - Pad & Overlay	0.00	0.00	75,000.00	0.00	(75,000.00)	0.00
Kraft Road (0.40km) - Pulverize & Pave	0.00	0.00	50,000.00	0.00	(50,000.00)	0.00
Cashion Rd - Bridge (SN0011)	0.00	0.00	0.00	0.00	0.00	0.00
Frog Hollow (3.72km) 2xSurf Treat & Pa	0.00	0.00	155,000.00	0.00	(155,000.00)	0.00
Roads - Equipment Purchases & Reserves	505,000.00	478,850.76	265,000.00	0.00	(265,000.00)	0.00
Water Reserve Upgrades - Boundary Rd	0.00	0.00	0.00	0.00	0.00	0.00
Roads - Miscellaneous Construction	55,000.00	25,532.58	25,000.00	2,824.48	(22,175.52)	11.30
Rd Eqp. Maint. - 10 Cat Grader	38,500.00	95,555.23	49,000.00	8,864.50	(40,135.50)	18.09
Rd Eqp. Maint. - 94 Champion Grader	30,500.00	42,037.40	30,500.00	744.01	(29,755.99)	2.44
Rd Eqp. Maint. - 09 1T Dodge (NL)	24,000.00	12,331.08	21,000.00	1,440.36	(19,559.64)	6.86
Rd Eqp. Maint. - 02 FL- 4 Ton (Patch)	22,500.00	30,939.05	23,500.00	10,688.65	(12,811.35)	45.48
Rec Eqp. Maint. - 06 GMC 1 Ton (Will)	14,000.00	16,889.72	14,000.00	532.05	(13,467.95)	3.80
Rd Eqp. Maint.- 17 JD Tractor (Lease)	29,500.00	42,201.53	27,500.00	5,803.25	(21,696.75)	21.10
Rd Eqp. Maint. - 93 - 955 Tractr (Rec)	2,100.00	3,087.52	3,200.00	1,442.11	(1,344.89)	57.97
Rd Eqp. Maint. - 16 Inter Tandem	18,000.00	27,388.24	18,000.00	3,649.68	(14,350.32)	20.28

Financial Statement

Date : Apr 29, 2019 Budget and Tax Rates (L. McDonald)

For Period Ending 31-Dec-2019



	PREVIOUS BUDG	PREVIOUS ACTUAL	CURRENT BUDGET	CURRENT ACTUAL	\$ VARIANCE	% OF BUDGET SPENT
General Fund						
Rd Eqp. Maint. - Truck (Rec)	35,000.00	52,102.48	35,000.00	16,295.57	(18,704.43)	46.56
Rd Eqp. Maint. - 13 Mack Tndm (R Blade	34,000.00	37,896.36	34,000.00	5,876.56	(28,123.44)	17.28
Rd Eqp. Maint. - 08 Ford Tndm (Shoulde	38,000.00	61,556.02	41,000.00	2,271.12	(38,728.88)	5.54
Rd Eqp. Maint. - 99 Volvo Tndm (Should	40,000.00	32,868.91	39,000.00	12,621.50	(26,378.50)	32.36
Rd Eqp. Maint. - 04 Inter Tndm (R Blad	41,000.00	40,983.72	31,000.00	7,782.48	(23,217.52)	25.10
Rd Eqp. Maint. - 11 Inter Tandem	26,000.00	37,745.92	26,000.00	9,774.23	(16,225.77)	37.59
Rd Eqp. Maint. - 10 Inter Tndm (H20 Tn	35,000.00	53,206.67	41,000.00	5,711.15	(35,288.85)	13.93
Rd Eqp. Maint. - 12 Chev 1T (Rec)	8,000.00	10,723.09	8,000.00	188.00	(7,812.00)	2.35
Rd Eqp. Maint. - 08 GMC PU (Lead Hand)	11,000.00	11,864.15	16,000.00	5,496.51	(10,503.49)	34.35
Rd Eqp. Maint. - 2009 GMC PU (Rd Mngr)	16,500.00	14,446.82	17,500.00	6,333.91	(11,166.09)	36.19
Rd Eqp. Maint. - 2010 Chev Slvrado (Re	15,500.00	11,470.78	17,500.00	6,884.59	(10,615.41)	39.34
Rd Eqp. Maint. - 2003 Cat Backhoe	23,000.00	36,333.85	29,500.00	3,868.84	(25,631.16)	13.11
Rd Eqp. Maint. - 2013 Silverado	5,700.00	1,484.15	1,700.00	0.00	(1,700.00)	0.00
Rd Eqp. Maint. - 2018 Inter Tandem	0.00	701.31	21,000.00	9,549.08	(11,450.92)	45.47
Rds Equip. Maint. - 2016 Tractless	21,000.00	26,535.66	22,500.00	9,492.20	(13,007.80)	42.19
Rds Equip. Maint. - Misc. Equipment Re	70,000.00	58,007.24	66,500.00	10,226.46	(56,273.54)	15.38
Rds Equip. Rental - Cat Grader #1 2010	(75,000.00)	(82,230.00)	(80,000.00)	(28,920.00)	51,080.00	36.15
Rds Equip. Rental - Champ Grader 1994	(50,000.00)	(37,290.00)	(40,000.00)	(5,730.00)	34,270.00	14.33
Rds Equip. Rental - Dodge 1 Ton 2009	(35,000.00)	(29,385.00)	(30,000.00)	(5,242.50)	24,757.50	17.48
Rds Equip. Rental - Freightliner 4 Ton	(40,000.00)	(26,500.00)	(30,000.00)	(16,525.00)	13,475.00	55.08
Rds Equip. Rental - New Holland Tracto	(35,000.00)	(31,830.00)	(30,000.00)	(15,990.00)	14,010.00	53.30
Rds Equip. Rental - 955 Tractor 1993	0.00	0.00	0.00	0.00	0.00	0.00
Rds Equip. Rental - Inter. Single Axle	(30,000.00)	(42,360.00)	(40,000.00)	(29,640.00)	10,360.00	74.10
Rds Equip. Rental - Inter Tandem 2002	(40,000.00)	(47,700.00)	(45,000.00)	(19,650.00)	25,350.00	43.67
Rds Equip. Rental - Inter Tandem 1994	(40,000.00)	(36,630.00)	(35,000.00)	(25,890.00)	9,110.00	73.97
Rds Equip. Rental - Ford Tandem 2008	(30,000.00)	(34,770.00)	(30,000.00)	(27,090.00)	2,910.00	90.30
Rds Equip. Rental - Volvo Tandem 1999	(26,500.00)	(35,610.00)	(30,000.00)	(30,780.00)	(780.00)	102.60
Rds Equip. Rental - Inter Tandem 2004	(15,000.00)	(28,170.00)	(20,000.00)	(27,300.00)	(7,300.00)	136.50
Rds Equip. Rental - Inter Tandem 2012	(25,000.00)	(39,600.00)	(35,000.00)	(24,660.00)	10,340.00	70.46
Rds Equip. Rental - Inter Tandem 2010	(55,000.00)	(52,097.50)	(50,000.00)	(26,097.50)	23,902.50	52.20
Rds Equip. Rental - Cat Backhoe 2003	(25,000.00)	(33,420.00)	(25,000.00)	(7,050.00)	17,950.00	28.20
Rds Equip. Rental - Tractless Tractor	(60,000.00)	(76,200.00)	(60,000.00)	(31,230.00)	28,770.00	52.05
Garbage Collection	450,000.00	487,534.12	490,000.00	75,777.32	(414,222.68)	15.46
Garbage Disposal - Landfill Sites Gene	178,800.00	185,905.22	181,800.00	6,659.87	(175,140.13)	3.66
Beaverbrook Landfill Site	141,500.00	161,147.57	129,500.00	32,046.15	(97,453.85)	24.75
North Lancaster Landfill Site	138,000.00	133,672.11	138,000.00	132.99	(137,867.01)	0.10
Recycling	340,500.00	306,353.21	310,000.00	41,664.46	(268,335.54)	13.44
County Rd 27 Landfill Site	2,000.00	7,927.11	2,500.00	0.00	(2,500.00)	0.00
Environmental Cleanups	0.00	0.00	0.00	0.00	0.00	0.00
Fire Protection Ponds -M & R	1,000.00	3,322.47	3,000.00	0.00	(3,000.00)	0.00
Fire Protection Ponds - Dry Con	2,500.00	10,309.91	8,000.00	2,039.13	(5,960.87)	25.49
Water/Sewer Plants Sharable Operations	0.00	(103.25)	0.00	117,422.39	117,422.39	0.00
Glen Walter Water/Sewers	396,000.00	561,444.32	1,248,781.00	58,409.35	(1,190,371.65)	4.68
Lancaster/South Lancaster Water/Sewers	543,500.00	657,359.85	663,500.00	602,673.43	(602,673.57)	9.17
Green Valley Sewers	85,000.00	93,060.00	95,000.00	6,264.72	(88,735.28)	6.59

Financial Statement

Date : Apr 29, 2019 Budget and Expenses (L. McDonald)



For Period Ending 31-Dec-2019

	PREVIOUS BUDG	PREVIOUS ACTUAL	CURRENT BUDGET	CURRENT ACTUAL	\$ VARIANCE	% OF BUDGET SPENT
General Fund						
Kennedy Redwood Subdivision Water	32,000.00	33,671.30	34,000.00	10,531.38	(23,468.62)	30.97
Regional Water Project	0.00	0.00	0.00	0.00	0.00	0.00
Lan-Char Medical Centre	60,800.00	54,290.83	51,500.00	13,476.87	(38,023.13)	26.17
Ambulance Lancaster Base	0.00	0.00	16,800.00	0.00	(16,800.00)	0.00
Recreation - Administration - General	316,600.00	299,638.40	390,190.00	97,087.54	(293,102.46)	24.88
Recreation Administration - Management	40,000.00	39,582.20	40,000.00	11,970.91	(28,029.09)	29.93
Recreation Levy to Others	0.00	0.00	0.00	0.00	0.00	0.00
Recreation Programs	64,200.00	43,639.08	68,100.00	1,015.88	(67,084.12)	1.49
Char-Lan Community Centre	474,390.00	547,380.15	738,100.00	138,190.38	(599,909.62)	18.72
Martintown Community Centre	71,100.00	87,403.50	46,100.00	15,244.29	(30,855.71)	33.07
Green Valley Community Centre	16,500.00	22,364.11	16,500.00	3,486.01	(13,013.99)	21.13
North Lancaster Optimist Comm. Centre	11,000.00	22,121.77	10,000.00	2,011.06	(7,988.94)	20.11
Nor'westers Museum	76,000.00	71,852.82	46,000.00	17,953.89	(28,046.11)	39.03
Parks Maintenance - General Admin	78,000.00	79,707.19	68,000.00	2,193.47	(65,806.53)	3.23
Danaher Park	8,900.00	8,588.23	9,000.00	3,582.97	(5,417.03)	39.81
North Lancaster Park	10,500.00	14,008.75	10,500.00	2,150.12	(8,349.88)	20.48
Smithfield Park	20,000.00	79,441.39	261,000.00	1,441.54	(259,558.46)	0.55
Empey Poirier Park	4,600.00	3,484.71	4,500.00	391.00	(4,109.00)	8.69
Martintown Community Park	39,000.00	39,090.06	5,000.00	1,177.70	(3,822.30)	23.55
Paul Rozon Park	127,000.00	125,594.51	26,000.00	4,507.93	(21,492.07)	17.34
Glen Walter Park	21,000.00	19,844.76	21,000.00	998.59	(20,001.41)	4.76
Charlottenburgh Park	0.00	0.00	0.00	0.00	0.00	0.00
South Lancaster Wharf	10,000.00	6,905.03	8,000.00	0.00	(8,000.00)	0.00
Peanut Line Trail	20,500.00	13,186.42	29,500.00	0.00	(29,500.00)	0.00
Cairnview Park	15,000.00	0.00	10,000.00	0.00	(10,000.00)	0.00
Planning & Zoning	261,800.00	150,373.85	322,300.00	45,277.93	(277,022.07)	14.05
Economic Development	169,050.00	121,787.36	288,350.00	43,915.54	(244,434.46)	15.23
Municipal Drains	45,000.00	60,056.56	61,000.00	3,044.87	(57,955.13)	4.99
Tile Drainage	40,000.00	28,640.96	32,500.00	19,659.21	(12,840.79)	60.49
United Counties Levy	10,366,357.00	10,345,658.48	0.00	0.00	0.00	0.00
School Board Levy - Upper Canada Distr	2,358,518.00	2,351,453.11	0.00	0.00	0.00	0.00
School Board Levy - Ecole Pub. Est Ont	257,598.00	257,024.05	0.00	0.00	0.00	0.00
School Board Levy - Catholic Bd. East	726,028.00	726,111.17	0.00	0.00	0.00	0.00
School Board Levy - Ecole Catholique E	910,400.00	908,409.18	0.00	0.00	0.00	0.00
Change in Capital Assets - PSAB	0.00	0.00	0.00	0.00	0.00	0.00
Total General Fund	7,410.00	(362,182.84)	9,258,535.00	(10,972,414.40)	(20,230,949.40)	(118.51)



STAFF REPORT

S.R. No. 58-2019

PREPARED BY: Shauna Baggs, Economic Development & Tourism Coordinator

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: May 6, 2019

SUBJECT: BR&E Triage Agreement

BACKGROUND:

1. A BR&E program helps a municipality to create a plan to foster business development and job creation, as well as provides market data to support economic development planning.
2. As part of the Economic Development & Tourism plan for Business Retention & Expansion (BR&E), Administration is requesting that Council enter into an agreement with MDB Insight (MDB) to complete a BR&E Triage program with local businesses. A copy of the agreement is attached to this report.

ANALYSIS:

3. In order for the BR&E results to reflect the most accurate outcome, MDB will be conducting random interviews with South Glengarry businesses across all business sectors, including commercial, industrial and agricultural.
4. Between 60-100 businesses will be interviewed directly by MDB staff. The survey is about 10 minutes in length and will directly assess the health and sustainability of the business community.
5. Targeted questions will include natural gas, internet connectivity, municipal services and overall business operations.
6. The program will take approximately 12 weeks to complete.
7. Upon completion (July 2019), a presentation will be provided to Council, along with a targeted action plan, including actions that require immediate attention and positive opportunities for development.



8. The BR&E Triage will identify South Glengarry business needs, prioritize immediate actions and identify trends and opportunities for development.

IMPACT ON 2019 BUDGET:

9. The project cost of \$15,000 was included in the 2019 budget and includes consultant fees and advertising.

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 58-2019 be received and that the Corporation of the Township of South Glengarry enter into an agreement with MDB Insight to complete the South Glengarry Business Retention & Expansion Triage program and furthermore, that the Mayor and Clerk be authorized to sign all relevant documents.

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

Recommended to Council for
Consideration by:
KELLI CAMPEAU - CLERK



ENGAGEMENT AGREEMENT

BETWEEN:

MDB Insight Inc.
-and-
Township of South Glengarry (the "Client")

Triage BR+E

MDB INSIGHT AND THE CLIENT AGREE AS FOLLOWS:

- Services.** MDB Insight will provide the services contemplated by this Agreement on the terms and conditions set out herein. The services that MDB Insight will provide under this Agreement are as follows: (collectively, the services are referred to herein as the "Services"). Completed for each Market Segment:
 - Questionnaire Design
 - Community Outreach Planning
 - 60-100 Interviews
 - Derived Importance Analysis
 - Green & Red Triage Flags
 - PowerPoint Summary & Priority Matrix
- Milestones and Deliveries.** MDB Insight agrees to provide the deliverables identified by the end of July, 2019. MDB Insight also agrees to use all commercially reasonable efforts to achieve the "Milestones" set out in the Proposal.
- Fees and Expenses.** MDB Insight agrees to provide the Services for the fees (plus applicable taxes) provided for in the Proposal (the "Fees").

Service/Consideration	Price Per "Unit"	Number of Units	Price
Completion of Triage BR+E as outlined in #1 above	\$9,800 per market segment	1 market segment(s)	\$9,800
Additional single response questions	\$500 per question	3	\$1,500
Additional complex questions	TBD		
Additional red/green flag reports beyond once per week	\$200 per report		
Fewer than 300 in the business directory	\$20 for every business short of 300		
Action Plan (MS Word format)	\$2,000 per action plan	1	\$2,000
Custom 2-page infographic brochure	\$3,000 per brochure		
Report in MS Word format	\$1,000 per report		
In-person presentation of findings	\$1,800 plus travel		
Total Price			\$13,300

4. **Invoicing.** The total to be billed for this project will not exceed \$13,300 plus taxes. MDB Insight shall invoice for the Fees and the Expenses as per the following schedule. The Client will remit payment for the Fees and Expenses within thirty (30) days of issuance of the relevant invoice.

Project Launch	50% of fees
Completion of Project	50% of fees

5. **Social Media and Reference.** The Client agrees that, during the course of the contract and thereafter, MDB Insight can occasionally identify this contract in its social media postings including the use of photos.

6. **Additional Terms and Conditions.** The terms and conditions set out in Schedule A attached hereto are hereby incorporated by reference and shall form part of this Agreement. The terms set out in Schedule B attached hereto are incorporated to the extent that they do not conflict with the provisions of Sections 1 through 6, or Schedule A, of this Agreement.

7. **Notice.** Whenever any notice is required under this Agreement, it shall be given in writing to the following addresses:

To the Client: **6 Oak Street, P.O. Box 220, Lancaster, ON, K0C 1N0,
shauna@southglengarry.com**
Attention: **Shauna Baggs, Economic Development & Tourism
Coordinator**

To MDB Insight: **993 Princess Street, Suite 201, Kingston, ON, K7L 1H3
pblais@mdbinsight.com**
Attention **Paul Blais, Executive Vice-President**

Notice shall be deemed given the day following the day of delivery, if delivered personally, by fax or email, and effective five (5) days after deposit in the mail of a written notice addressed as above and sent by first class mail. Either party may change the address for notice by notifying the other party of such change in accordance with this Section 8.

8. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

Signatures:

MDB Insight Inc.



Signature:

Name: Paul Blais

Title: Executive Vice-President

Date of Signature: April 30, 2019

The undersigned hereby agrees to be bound by the terms of this Agreement (including the terms attached hereto in the Schedules) the 25th day of April, 2019.

Township of South Glengarry

Township of South Glengarry

Per:

Per:

Name: Kelli Campeau

Name: Frank Prevost

Title: Clerk

Title: Mayor

I have authority to bind the Client.

I have authority to bind the Client.



SCHEDULE A

Standard Terms and Conditions of Engagement

1. **Terms to Govern.** These Standard Terms and Conditions of Engagement ("Terms") will govern the terms of your engagement of MDB Insight Inc. unless these Terms are expressly excluded or varied by the terms of the engagement agreement to which these terms are attached (the "Engagement Agreement"). The Engagement Agreement and the Schedules attached thereto (including the Terms) are collectively referred to herein as the "Agreement".

2. **Termination.** Unless terminated earlier as provided below, the term of the Agreement will end on the date when the deliverables required under the Proposal (as such term is defined in the Engagement Agreement) are delivered to the Client (as such term is defined in the Engagement Agreement). The Client has the right to terminate the Agreement and the Services by providing thirty (30) days written notice to MDB Insight of its intention to terminate the Agreement. In the event that the Client terminates the Agreement, the Client shall pay MDB Insight full compensation for Fees (as such term is defined in the Engagement Agreement, at the prices provided for in the Proposal) and Expenses (as such term is defined in the Engagement Agreement) incurred by it up to the termination date, as well as for reasonable time and expenses to bring its services (and those of the Sub-Contractors (as such term is defined in the Engagement Agreement) to a close in a prompt and orderly manner. MDB Insight has the right to terminate this Agreement if the Client does not fulfill any of its obligations under the Agreement. Before exercising this right to terminate, MDB Insight will provide the Client with twenty (20) days written notice to remedy such breach. While waiting for the Client to remedy its breach of its obligations, MDB Insight shall have the right to suspend any and all of the Services. If MDB Insight exercises its right to terminate this Agreement, it will not be responsible for any loss, cost or expense resulting from such termination. For certainty, except as expressly provided for in Section 2 of the Engagement Agreement, MDB Insight shall not be required to make any delivery of any deliverable until they have been paid in full for the services rendered.

3. **Internet Communication.** The Client recognizes and accept the risks associated with communicating by e-mail, including (but without limitation) the lack of security, unreliability of delivery and possible loss of confidentiality. Unless the Client requests in writing that MDB Insight not communicate with the Client by e-mail, MDB Insight accepts no responsibility or liability in respect of risk associated with its use.

4. **Basis of Advice.** MDB Insight will base its conclusions on the facts and assumptions that the Client provides to it and MDB Insight will not independently verify this information. MDB Insight's conclusions will not otherwise take into account or anticipate any changes in law or business practices, by way of judicial, governmental or legislative action or interpretation. Unless the Client specifically request otherwise, MDB Insight will not update its advice to take any such changes into account.

5. **Client Responsibility.** The Client is responsible for providing MDB Insight with timely access to and disclosure of all relevant data, records, systems and information, and for the accuracy and completeness of all data, records and information provided to MDB Insight to perform the Services. The Client will indemnify MDB Insight, its officers, directors, employees, agents and advisors from all such

claims, liabilities, costs and expenses (including legal fees and disbursements) that arise out of or in connection with the Client's act or action, omission, default, misrepresentation or misstatement, including any of the same in respect of or contained in any data, records or information the Client supplied to MDB Insight or the Sub-Contractors or ought to have supplied to MDB Insight or the Sub-Contractors.

6. **Confidentiality.** MDB Insight will treat as such all confidential business information of the Client that is obtained from the Client in the course of performing the Services and, except as described in this paragraph, will not use such information except in connection with the performance of the Services. MDB Insight will be entitled to include a description of the Services it provided to the Client in marketing, proposal and research materials and disclose such information to third parties; provided that all such information will be rendered anonymous and not subject to association with the Client, the Client's personnel, or identifiable issues, as the case may be. The restriction in this numbered paragraph 6 will not apply to any confidential information that MDB Insight is required by law or order of any court or regulatory body with jurisdiction to disclose, that is in or subsequently enters the public domain, that is now or subsequently becomes known to MDB Insight without breach of MDB Insight's confidentiality obligation, or that is independently developed by MDB Insight.

7. **Release of Information.** The Client acknowledges that it is responsible for obtaining all consents required by law and under any applicable contracts or regulations in order for MDB Insight to receive, use and retain any information required by MDB Insight in connection with this Agreement. The Client represents and warrants that it has obtained all such consents required by law, contract or regulation and further consents to the receipt, use and retention by MDB Insight of any information provided to MDB Insight.

8. **Limitation on Liability.** MDB Insight's maximum liability to the client arising from any and all breaches of its obligations under this agreement shall be limited to the amount of fees paid to MDB Insight for the services under this agreement. The client agrees that if the client has a claim against MDB Insight and others, the client may only claim payment from MDB Insight of its proportionate share of the total liability to the client based on MDB Insight's degree of fault for the harm to the client. In no event shall MDB Insight be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses or losses (including, without limitation, lost profits, opportunity costs or failure to recognize anticipated savings). MDB Insight will not be liable in respect of any decisions made by the client based on its reports or other results of its services. For purposes of this paragraph, the term MDB Insight includes its officers, directors, agents, contractors, employees and advisors. This paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense or loss, whether in contract, statute, tort (including, without limitation, negligence) or otherwise. This limitation does not apply to matters finally determined to have resulted from the fraudulent actions of MDB Insight in performing the services.

9. **Legal Proceedings.** In the event MDB Insight is required (pursuant to government regulation, subpoena or other legal process) or requested by the Client to produce documents as a witness in relation to its services and MDB Insight is not a party to such proceedings, the Client shall reimburse MDB Insight at standard billing rates for consulting time and expenses, including reasonable legal fees, incurred in responding to such requests.

10. **Limitation Period.** No action, regardless of form, arising out of or relating to this engagement, the services or this agreement may be brought by either party more than one (1) year after all of the necessary elements for the cause of action have occurred, except that an action for non-payment may be brought by a party not later than one (1) year following the date of the last payment due to such party hereunder.

11. **Independent Contractor.** It is understood and agreed that each party is an independent contractor. Nothing in the Engagement Agreement or these terms creates any relationship of principal and agent, partnership, joint venture or any other fiduciary relationship between the parties. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other party.
12. **Force Majeure.** MDB Insight shall not be liable for delays in performance resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labour dispute, war or other violence, or any law, order or requirement of any governmental agency or authority or professional or other regulatory body with jurisdiction.
13. **Survival.** Numbered paragraphs 1 to 11 and 13 to 17 shall survive the expiration or termination of this Agreement.
14. **Successors and Assigns.** The Agreement shall be binding on both parties their respective and heirs, executors, successors and permitted assigns. Neither party may assign, transfer or delegate any of its rights or obligations under this engagement without the prior written consent of the other party.
15. **Severability.** In the event that any provision of the terms of the Agreement are held to be invalid, void and unenforceable, then the remainder of the terms of the Agreement shall not be affected, impaired or invalidated, and each such provision shall be valid and enforceable to the fullest extent of the law.
16. **Entire Agreement.** These terms of the Agreement constitute the entire agreement between the parties concerning this engagement and supersede all other oral and written representations, understandings or agreements relating to the subject matter hereof.
17. **Governing Law and Jurisdiction.** The Agreement shall be subject to and governed by the laws of the Province of Ontario and all disputes arising hereunder or related thereto shall be subject to the jurisdiction of the Courts of the Province of Ontario, sitting in Kingston.
18. **Reports. Unless otherwise provided for in the Proposal.** The Client acknowledges and agrees that MDB Insight shall retain all right, title and interest in and to its methodologies, techniques and processes for providing the Services, (collectively, the “ACF Intellectual Property”). “ACF Intellectual Property” includes, without limitation, all rights to copyrights, trademarks, trade names, business names, trading styles, innovations, discoveries, industrial designs, trade secrets, analysis methodology and presentation, and any information of a confidential nature belonging to MDB Insight. Any report delivered by MDB Insight as a deliverable under Section 2 of the Engagement Agreement will be the property of the Client. Notwithstanding the Client’s ownership of the report, unless otherwise provided for in the Proposal, the Client shall not utilize or re-publish any excerpts of the report without obtaining the consent of MDB Insight and properly crediting MDB Insight’s report as the source of the excerpt.



STAFF REPORT

S.R. No. 59-2019

PREPARED BY: Joanne Haley, GM Community Services

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: May 6, 2019

SUBJECT: Regional Incentive Program Agreement - Sir John Johnson House

BACKGROUND:

1. The Township of South Glengarry has been working closely with the United Counties of SDG with regards to the County-wide Regional Incentive Plan that encourages economic development and tourism.
2. The Sir John Johnson Manor House Committee applied for and has been selected to receive funding through the program. They will receive \$4,250 towards a Building Improvement/Restoration Grant.

ANALYSIS:

3. In order for the applicant to receive the funding, a signed agreement must be accepted and approved by all three parties involved – Sir John Johnson Manor House Committee Inc., the United Counties of SDG and the Township of South Glengarry.

IMPACT ON 2019 BUDGET:

N/A

ALIGNMENT WITH STRATEGIC PLAN:

Goal 1: Enhance economic growth and prosperity.

Goal 3: Improve quality of life in our community.

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 59-2019 be received and that the Corporation of the Township of South Glengarry enter into an Regional Incentives Program financial



agreement with the Sir John Johnson Manor House Committee Inc. and the United Counties of Stormont, Dundas and Glengarry and furthermore, that the Mayor and Clerk be authorized to sign all relevant documents

A handwritten signature in black ink, reading "Kelli Campeau". The signature is written in a cursive style and is positioned above a horizontal line.

**Recommended to Council for
Consideration by:
KELLI CAMPEAU - CLERK**



Regional Incentives Program Financial Agreement



FINAL
November 30, 2018

Where Ontario Began



Regional Incentives Program Financial Agreement

CONTENTS

Stay, Discover, Grow Regional Incentives Program Agreement.....	2
Part A: Particulars of the Property and Grant.....	3
Part B: Definitions.....	5
Part C: Obligations, Covenants and Agreements.....	5
Part D: Termination.....	7
Part E: Miscellaneous	7



Regional Incentives Program Financial Agreement

STAY, DISCOVER, GROW REGIONAL INCENTIVES PROGRAM AGREEMENT

THIS AGREEMENT made 16th day of April, 2019

BETWEEN:

SIR JOHN JOHNSON MANOR HOUSE COMMITTEE INC.

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

Of the First Part

and

THE UNITED COUNTIES OF STORMONT, DUNDAS AND GLENGARRY

-and-

THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY

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

Of the Second Part

WHEREAS:

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

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



Regional Incentives Program Financial Agreement

PART A: PARTICULARS OF THE PROPERTY AND GRANT

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

Property Owner(s):	Parks Canada
Authorized Applicant(s):	Sir John Johnson Manor House Committee Inc., Anna Lynn Lafave, president SJJMHC
Program Application File Number: (Local Municipality, Project Name, 01Oct18)	SG-Sir John Johnson Manor House-01Apr19
Municipal Address:	19692 Warren Street, Williamstown ON, K0C 2J0
Legal Description (Lot, Plan, Roll#):	A9 South Side of the Raisin River
Telephone Number:	613-347-3675
Date of Approval:	April 9 th , 2019
Date of Amendment:	n/a
Condition:	n/a
Anticipated Commencement Date:	ASAP
Anticipated Completion Date:	2024



Regional Incentives Program Financial Agreement

Specific Program Funding:

Check (✓) all that apply:		Value of Grant
	Façade Improvement Basic	\$
	Façade Improvement Enhanced	\$
	Signage Improvement Basic	\$
	Signage Improvement Enhanced	\$
	Property Improvement	\$
✓	Building Improvement/Restoration Grant	\$4,250
	Building Conversion/Expansion Grant for >5000ft ²	\$
	Outdoor Art Grant	\$
	Trails Improvement Grant	\$
	Feasibility, Design, and Study Grant	\$
	Planning Application and Building Permit Fee Grant	\$
	Total	\$4,250

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



Regional Incentives Program Financial Agreement

PART B: DEFINITIONS

For the purposes of this Agreement:

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

PART C: OBLIGATIONS, COVENANTS AND AGREEMENTS

Project Description: Architecture plans to renovate second floor to provide tourist accommodations.

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

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

The Applicant hereby agrees:

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



Regional Incentives Program Financial Agreement

- b) The Applicant confirms that the information contained within the Application was and is true and correct and that there has been no change in the information provided to the Committee in the said Application Form. The Applicant further acknowledges that the Committee has relied upon the information contained within the Application Form and the Applicant agrees that he, she, or it shall notify the Committee within seven (7) days of any change to the information provided in the said Application.
- c) The Applicant agrees to complete the Works to the subject property as set out in the Stay Discover Grow Regional Incentives Application filed April 1st, 2019.
- d) The Applicant acknowledges having reviewed this Agreement and agrees to be bound by the general and specific terms and conditions contained herein.
- e) The Applicant agrees to cooperate fully with the County and local municipality in respect of the grant processes contemplated by this Agreement and, further thereto, to provide any and all further documentation subsequently requested by the Implementation Committee, in respect of such processes and, further thereto, to execute all documentation required to achieve completion of the Works and related processes as contemplated herein.
- f) If the Applicant for any grant hereunder is not the Owner of the Property identified herein, then the said Applicant shall obtain and submit satisfactory evidence that such Owner has been notified of the Application and the Work to the Property and approves of the same.
- g) To commence work of the approved project within six (6) months of Implementation Committee's approval of the Application.
- h) The Implementation Committee reserves the right to audit the costs associated with any of the Works. If deemed necessary, audits will be undertaken at the expense of the Applicant.
- i) The Implementation Committee reserves the right to inspect any properties/buildings in receipt of funding under the Program.
- j) The Implementation Committee may discontinue any element of the Program at any time. However, Applicants with approved grants will receive funding in accordance with the terms outlined herein, and subject to approval of the necessary funds by County Council.

The Implementation Committee hereby agrees:

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



Regional Incentives Program Financial Agreement

PART D: TERMINATION

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

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

PART E: MISCELLANEOUS

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



Regional Incentives Program Financial Agreement

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

To the Implementation Committee:

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

To the Applicant:

Sir John Johnson Manor House Committee Inc.
Anna Lynn Lafave, Pres SJJMHC
19692 Warren Street, P. O. Box 225
Williamstown ON, K0C 2J0

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



Regional Incentives Program Financial Agreement

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

For the Applicant(s):

Name: Sir John Johnson Manor
House Committee Inc.
Anna Lynn Lafave, President JJMHC

For the Implementation Committee:

The United Counties of Stormont, Dundas and Glengarry
Name: Jamie MacDonald
Position: Warden

For the Local Municipality:

Township of South Glengarry
Name:
Position:



STAFF REPORT

S.R. No. 60-2019

PREPARED BY: Joanne Haley, GM Community Services

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: May 6, 2019

SUBJECT: Regional Incentives Program- Friends of the St. Raphael's Ruins

BACKGROUND:

1. The Township of South Glengarry has been working closely with the United Counties of SDG with regards to the County-wide Regional Incentive Plan that encourages economic development and tourism.
2. The Friends of the St. Raphael's Ruins applied for and have been selected to receive funding through the program. They will receive \$2,275 for signage.

ANALYSIS:

3. In order for the applicant to receive the funding, a signed agreement must be accepted and approved by all three parties involved – Diana Sturkenboom - Friends of the St. Raphael's Ruins, the United Counties of SDG and the Township of South Glengarry.

IMPACT ON 2019 BUDGET:

N/A

ALIGNMENT WITH STRATEGIC PLAN:

Goal 1: Enhance economic growth and prosperity.

Goal 3: Improve quality of life in our community.

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 60-2019 be received and that the Corporation of the Township of South Glengarry enter into an Regional Incentives Program financial agreement with Diana Sturkenboom, Friends of the St. Raphael's Ruins and the United



Counties of Stormont, Dundas and Glengarry, and furthermore that the Mayor and Clerk be authorized to sign all relevant documents.

A handwritten signature in black ink that reads "Kelli Campeau". The signature is written in a cursive style and is positioned above a horizontal line.

**Recommended to Council for
Consideration by:
KELLI CAMPEAU - CLERK**



Regional Incentives Program Financial Agreement



FINAL
November 30, 2018

Where Ontario Began



Regional Incentives Program Financial Agreement

CONTENTS

Stay, Discover, Grow Regional Incentives Program Agreement	2
Part A: Particulars of the Property and Grant.....	3
Part B: Definitions	5
Part C: Obligations, Covenants and Agreements.....	5
Part D: Termination.....	7
Part E: Miscellaneous	7



Regional Incentives Program Financial Agreement

STAY, DISCOVER, GROW REGIONAL INCENTIVES PROGRAM AGREEMENT

THIS AGREEMENT made this 16th day of April, 2019

BETWEEN:

FRIENDS OF THE RUINS, ST. RAPHAEL'S (DIANA STURKENBOOM)

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

Of the First Part

and

THE UNITED COUNTIES OF STORMONT, DUNDAS AND GLENGARRY

-and-

THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY

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

Of the Second Part

WHEREAS:

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

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



Regional Incentives Program Financial Agreement

PART A: PARTICULARS OF THE PROPERTY AND GRANT

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

Property Owner(s):	Friends of the Ruins, St. Raphael's
Authorized Applicant(s):	Diana Sturkenboom
Program Application File Number: (Local Municipality, Project Name, 01Oct18)	SG-St. Raphael's Historical Site-01Apr19
Municipal Address:	20000 County Road 18, Williamstown ON, K0C 2J0
Legal Description (Lot, Plan, Roll#):	010100602262200
Telephone Number:	613-347-2352
Date of Approval:	April 9 th , 2019
Date of Amendment:	n/a
Condition:	n/a
Anticipated Commencement Date:	March 5, 2019
Anticipated Completion Date:	June 30, 2019



Regional Incentives Program Financial Agreement

Specific Program Funding:

Check (✓) all that apply:		Value of Grant
	Façade Improvement Basic	\$
	Façade Improvement Enhanced	\$
✓	Signage Improvement Basic	\$2,275
	Signage Improvement Enhanced	\$
	Property Improvement	\$
	Building Improvement/Restoration Grant	\$
	Building Conversion/Expansion Grant for >5000ft ²	\$
	Outdoor Art Grant	\$
	Trails Improvement Grant	\$
	Feasibility, Design, and Study Grant	\$
	Planning Application and Building Permit Fee Grant	\$
	Total	\$2,275

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



Regional Incentives Program Financial Agreement

PART B: DEFINITIONS

For the purposes of this Agreement:

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

PART C: OBLIGATIONS, COVENANTS AND AGREEMENTS

Project Description: New signage for St. Raphael's Historical Site.

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

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

The Applicant hereby agrees:

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



Regional Incentives Program Financial Agreement

- b) The Applicant confirms that the information contained within the Application was and is true and correct and that there has been no change in the information provided to the Committee in the said Application Form. The Applicant further acknowledges that the Committee has relied upon the information contained within the Application Form and the Applicant agrees that he, she, or it shall notify the Committee within seven (7) days of any change to the information provided in the said Application.
- c) The Applicant agrees to complete the Works to the subject property as set out in the Stay Discover Grow Regional Incentives Application filed February 27th, 2019.
- d) The Applicant acknowledges having reviewed this Agreement and agrees to be bound by the general and specific terms and conditions contained herein.
- e) The Applicant agrees to cooperate fully with the County and local municipality in respect of the grant processes contemplated by this Agreement and, further thereto, to provide any and all further documentation subsequently requested by the Implementation Committee, in respect of such processes and, further thereto, to execute all documentation required to achieve completion of the Works and related processes as contemplated herein.
- f) If the Applicant for any grant hereunder is not the Owner of the Property identified herein, then the said Applicant shall obtain and submit satisfactory evidence that such Owner has been notified of the Application and the Work to the Property and approves of the same.
- g) To commence work of the approved project within six (6) months of Implementation Committee's approval of the Application.
- h) The Implementation Committee reserves the right to audit the costs associated with any of the Works. If deemed necessary, audits will be undertaken at the expense of the Applicant.
- i) The Implementation Committee reserves the right to inspect any properties/buildings in receipt of funding under the Program.
- j) The Implementation Committee may discontinue any element of the Program at any time. However, Applicants with approved grants will receive funding in accordance with the terms outlined herein, and subject to approval of the necessary funds by County Council.

The Implementation Committee hereby agrees:

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



Regional Incentives Program Financial Agreement

PART D: TERMINATION

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

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

PART E: MISCELLANEOUS

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



Regional Incentives Program Financial Agreement

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

To the Implementation Committee:

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

To the Applicant:

Friends of the Ruins, St. Raphael's
Diana Sturkenboom
20283 County Road 18,
Williamstown, ON K0C 2J0

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



Regional Incentives Program Financial Agreement

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

For the Applicant(s):

Name: Diana Sturkenboom

For the Implementation Committee:

The United Counties of Stormont, Dundas and Glengarry

Name: Jamie MacDonald

Position: Warden

For the Local Municipality:

Township of South Glengarry

Name:

Position:



STAFF REPORT

S.R. No. 61-2019

PREPARED BY: Joanne Haley, GM Community Services

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: May 6, 2019

SUBJECT: Regional Incentives Program Agreement – Upper Canada Cider Company and Arrowhead Development Company

BACKGROUND:

1. The Township of South Glengarry has been working closely with the United Counties of SDG with regards to the County-wide Regional Incentive Plan that encourages economic development and tourism.
2. Matthew Cameron & Irene Cameron of Upper Canada Cider Company and Arrowhead Development Company applied for and have been selected to receive funding through the program.
3. They will receive \$14,500, which will be attributed to a Building Improvement/Restoration Grant, Feasibility, Design and Study Grant and Planning Application and Building Permit Fee Grant.

ANALYSIS:

4. In order for the applicant to receive the funding, a signed agreement must be accepted and approved by all three parties involved – Matthew and Irene Cameron (Upper Canada Cider Company and Arrowhead Development Company), the United Counties of SDG and the Township of South Glengarry.

IMPACT ON 2019 BUDGET:

N/A

ALIGNMENT WITH STRATEGIC PLAN:

Goal 1: Enhance economic growth and prosperity.

Goal 3: Improve quality of life in our community.



RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 61-2019 be received and that the Corporation of the Township of South Glengarry enter into a Regional Incentives Program financial agreement with Matthew Cameron of Upper Canada Cider Company and Arrowhead Development Company Ltd. and the United Counties of Stormont, Dundas and Glengarry and furthermore, that the Mayor and Clerk be authorized to sign all relevant documents.

A handwritten signature in black ink, reading 'Kelli Campeau'. The signature is written in a cursive style with a horizontal line underneath.

Recommended to Council for
Consideration by:
KELLI CAMPEAU - CLERK



Regional Incentives Program Financial Agreement



FINAL
November 30, 2018

Where Ontario Began



Regional Incentives Program Financial Agreement

CONTENTS

Stay, Discover, Grow Regional Incentives Program Agreement	2
Part A: Particulars of the Property and Grant.....	3
Part B: Definitions	5
Part C: Obligations, Covenants and Agreements.....	5
Part D: Termination.....	7
Part E: Miscellaneous	7



Regional Incentives Program Financial Agreement

STAY, DISCOVER, GROW REGIONAL INCENTIVES PROGRAM AGREEMENT

THIS AGREEMENT made this 16th day of April 2019

BETWEEN:

**MATTHEW CAMERON carrying on business as
Upper Canada Cider company and
ARROWHEAD DEVELOPMENT COMPANY LTD.**

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

Of the First Part

and

THE UNITED COUNTIES OF STORMONT, DUNDAS AND GLENGARRY

-and-

THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY

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

Of the Second Part

WHEREAS:

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

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





Regional Incentives Program Financial Agreement

PART A: PARTICULARS OF THE PROPERTY AND GRANT

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

Property Owner(s):	Arrowhead Development Company Ltd
Authorized Applicant(s):	Matthew Cameron and Irene Cameron
Program Application File Number: (Local Municipality, Project Name, 01Oct18)	SG-Upper Canada Cider Company-01Apr19
Municipal Address:	18251 County Road 2, South Glengarry, ON, K6H 5R5
Legal Description (Lot, Plan, Roll#):	LT 10 PL 101; PT LT 11 PL 101 AS IN AR24821
Telephone Number:	613-362-6051 or 613-551-1589
Date of Approval:	April 9 th , 2019
Date of Amendment:	
Condition:	
Anticipated Commencement Date:	April 2019
Anticipated Completion Date:	August 2019



Regional Incentives Program Financial Agreement

Specific Program Funding:

Check (✓) all that apply:		Value of Grant
	Façade Improvement Basic	\$
	Façade Improvement Enhanced	\$
	Signage Improvement Basic	\$
	Signage Improvement Enhanced	\$
	Property Improvement	\$
✓	Building Improvement/Restoration Grant	\$10,000
	Building Conversion/Expansion Grant for >5000ft ²	\$
	Outdoor Art Grant	\$
	Trails Improvement Grant	\$
✓	Feasibility, Design, and Study Grant	\$2,000
✓	Planning Application and Building Permit Fee Grant	\$2,500
	Total	\$14,500

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



Regional Incentives Program Financial Agreement

PART B: DEFINITIONS

For the purposes of this Agreement:

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

PART C: OBLIGATIONS, COVENANTS AND AGREEMENTS

Project Description: Redeveloping a vacant building into a Craft Cidery.

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

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

The Applicant hereby agrees:

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



Regional Incentives Program Financial Agreement

- b) The Applicant confirms that the information contained within the Application was and is true and correct and that there has been no change in the information provided to the Committee in the said Application Form. The Applicant further acknowledges that the Committee has relied upon the information contained within the Application Form and the Applicant agrees that he, she, or it shall notify the Committee within seven (7) days of any change to the information provided in the said Application.
- c) The Applicant agrees to complete the Works to the subject property as set out in the Stay Discover Grow Regional Incentives Application filed April 1st, 2019.
- d) The Applicant acknowledges having reviewed this Agreement and agrees to be bound by the general and specific terms and conditions contained herein.
- e) The Applicant agrees to cooperate fully with the County and local municipality in respect of the grant processes contemplated by this Agreement and, further thereto, to provide any and all further documentation subsequently requested by the Implementation Committee, in respect of such processes and, further thereto, to execute all documentation required to achieve completion of the Works and related processes as contemplated herein.
- f) If the Applicant for any grant hereunder is not the Owner of the Property identified herein, then the said Applicant shall obtain and submit satisfactory evidence that such Owner has been notified of the Application and the Work to the Property and approves of the same.
- g) To commence work of the approved project within six (6) months of Implementation Committee's approval of the Application.
- h) The Implementation Committee reserves the right to audit the costs associated with any of the Works. If deemed necessary, audits will be undertaken at the expense of the Applicant.
- i) The Implementation Committee reserves the right to inspect any properties/buildings in receipt of funding under the Program.
- j) The Implementation Committee may discontinue any element of the Program at any time. However, Applicants with approved grants will receive funding in accordance with the terms outlined herein, and subject to approval of the necessary funds by County Council.

The Implementation Committee hereby agrees:

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



Regional Incentives Program Financial Agreement

PART D: TERMINATION

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

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

PART E: MISCELLANEOUS

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



Regional Incentives Program Financial Agreement

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

To the Implementation Committee:

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

To the Applicant:

Matthew Cameron carrying on business as Upper Canada Cider Company and
Arrowhead Development Company Ltd
19013 County Road 2,
Summerstown ON, K6H 5R5

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



Regional Incentives Program Financial Agreement

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

For the Applicant(s):

Name: Matthew Cameron
Irene Cameron

For the Implementation Committee:

The United Counties of Stormont, Dundas and Glengarry
Name: Jamie MacDonald
Position: Warden

For the Local Municipality:

Township of South Glengarry
Name:
Position:



STAFF REPORT

S.R. No. 62-2019

PREPARED BY: Joanne Haley, GM Community Services

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: May 6, 2019

SUBJECT: Appointment of a Part Time Property Standards Officer and a By-Law Enforcement Officer

BACKGROUND:

1. The Township of South Glengarry recently hired a part-time employee, Veronique Brunet, for a short term contract to assist with property standards and by-law enforcement.
2. Ms. Brunet has experience as a By-law Enforcement Officer while working for the St. Lawrence Parks Commission. She also worked previously for the Township for 3 summers as a By-law Investigation Officer Summer student and is currently an employee with our Fire Services.

ANALYSIS:

3. The attached By-law appoints Ms. Brunet as a Property Standards and By-law Enforcement Officer, which will enable her to independently perform the required duties under the supervision of the Interim Director of Development-Chief Building Official.

IMPACT ON 2019 BUDGET:

4. This position has been budgeted for in the 2019 budget.

ALIGNMENT WITH STRATEGIC PLAN:

Goal 3: Strengthen the effectiveness and efficiency of our organization



RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 62-2019 be received and that By-law 30-2019, being a by-law to appoint a Property Standards Officer and By-Law Enforcement Officer be read a first, second, and third time, passed, signed, and, sealed in open Council this 6th day of May 2019.

A handwritten signature in black ink, reading "Kelli Campeau". The signature is written in a cursive style and is positioned above a horizontal line.

Recommended to Council for
Consideration by:
KELLI CAMPEAU - CLERK

SG-E-19

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY
BY-LAW NUMBER 30-2019
FOR THE YEAR 2019**

***BEING A BY-LAW TO PROVIDE FOR THE APPOINTMENT OF A
PROPERTY STANDARDS OFFICER AND BY-LAW ENFORCEMENT
OFFICER FOR THE CORPORATION OF THE TOWNSHIP OF SOUTH
GLENGARRY.***

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

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

AND WHEREAS Section 227 of the *Municipal Act, S.O. 2001*, c. 25 authorizes Councils to pass by-laws for appointing such officers and employees as may be necessary for the purposes of the Corporation, for carrying into effect the provisions of any by-law of the Council;

AND WHEREAS Section 15 of the *Police Services Act, R.S.O. 1990*, c. P. 15, authorizes Council of any municipality to appoint Municipal Law Enforcement Officers who shall be peace officers for the purposes of enforcing the by-laws of the municipality;

AND WHEREAS Subsection 1(3) of the *Provincial Offences Act, R.S.O. 1990*, c. P. 33, as amended, provides for the designation by a Minister of the Crown of any person or class of persons as a Provincial Offences Officer for the purpose of all or any class of offences;

AND WHEREAS the Corporation of the Township of South Glengarry is desirous of appointing Veronique Brunet as a Property Standards Officer and By-law Enforcement Officer.

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

1. **THAT** Veronique Brunet be appointed as a Property Standards Officer and a By-law Enforcement Officer.
2. **THAT** this appointment be for the term of employment in this position.

***READ A FIRST, SECOND AND THIRD TIME, PASSED, SIGNED AND
SEALED IN OPEN COUNCIL THIS 6TH DAY OF MAY, 2019.***

MAYOR: CLERK:



STAFF REPORT

S.R. No. 63-2019

PREPARED BY: Joanne Haley, GM Community Services

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: May 6, 2019

SUBJECT: Fencing Requirements for Township-owned Lands

BACKGROUND:

1. At the November 29, 2018 Special Council meeting, the previous Council of the Township of South Glengarry requested that Administration review Township-owned lands and determine if fencing is required between Township-owned lands and residential lands.
2. Most of the Township-owned property that is developed is zoned institutional. It is the intent of the by-law for **new** development to create a separation distance from non-residential uses to residential uses and to require opaque screening. This creates privacy for residential uses.
3. The Township of South Glengarry Zoning By-law 38-09 requires the following:

3.23 (4)(a) Where a lot is within a Commercial or Industrial Zone or a Residential Multiple Dwelling Zone and the interior side and/or rear lot line, or portion thereof abuts a Residential or Institutional Zone or use, a landscaped buffer area shall be provided on the commercial or industrial lot. The landscaped buffer area shall have a minimum width of three metres (3 m [9.84 ft.]), and an opaque privacy fence or decorative wall of not less than two metres (2 m [6.56 ft.]) shall be constructed along the mutual lot line. The requirement for height of a privacy fence or decorative wall may be reduced where approved through site plan control.

[Note: this page of the by-law is attached to this report for your information. The by-law in its entirety can be viewed on our [website](#).]

4. Following a table top review of Township-owned land and the abutting land uses, it was determined that most municipally developed land pre-dates the Zoning By-law 38-09, therefore the properties are “grandfathered” and are legally non-conforming with the by-law. There are some exceptions to this, due to recent construction (ie. Glen Walter Fire Hal, Lancaster Legion addition, Salt Dome);



however, these structures comply with the general provisions of the by-law due to the use, zone and/or ownership of the abutting property.

ANALYSIS:

5. To complete this review and Staff Report, Administration sought legal advice as per Council's request, to ensure that we were interpreting the Zoning By-law correctly and to determine if a fence is required on the west side of the municipal parking lot at the rear of the Township administrative building located at 6 Oak Street, Lancaster.
6. David Munday, solicitor and Partner with Cunningham Swan law office, offered the following advice to Council:

From a liability perspective, the municipality may wish to undertake the construction of a fence on its own initiative, simply as a matter of acting responsibly.

Pursuant to the Occupiers Liability Act, a property owner owes a duty to take such care as in all the circumstances of the case is reasonable to see that persons entering on the premises, and the property brought on the premises by those persons are reasonably safe while on the premises.

What this means (as was alluded to in the email correspondence with your insurer) is that if someone using the municipal property to access the neighbour's property were injured, the municipality would potentially be subject to the same risk of liability as for its own guests or invitees. This could be bolstered by the municipality's failure to take any steps to prevent the neighbour from using the municipal property in this fashion (i.e. by acquiescing to the use by the neighbour, you may be expanding the scope of your potential risk).

The municipality could make efforts to reduce the extent of that duty somewhat by posting signage confirming that only those people on municipal business are permitted to park on the property, all others are trespassing. This could reduce the scope of the duty essentially to not to create a danger with the deliberate intent of doing harm or damage to the person or his or her property, and to not act with reckless disregard of the presence of the person or his or her property.

However the construction of a fence, which is certainly within the municipality's rights, would be demonstrative of making every effort possible in the circumstances to act as a responsible property owner and to minimize the risk of liability.



7. Administration also consulted with the Township's insurance broker, who offered the following advice:

It is recommend that the Township re-install the fence between the neighbouring property at the rear of the Municipal Office and prohibit the neighbour from using the Township property for personal use.

As discussed, in the event of an injury, the Township could be faced with a claim alleging negligence of the Township for allowing the fence to remain open in spite of the fact there is a bylaw in place stating Township property must be fenced.

Additionally, under the Occupier Act, an occupier of premises owes a duty to take care to see that persons entering on the premises, and the property brought on the premises by those persons are reasonably safe while on the premises. Under the Negligence Act, the law states that, where damages have been caused by two or more persons and where two or more persons are found at fault or negligent, they are jointly and severally liable to the person suffering loss or damage. A plaintiff's lawyer has only to provide 1% liability against the Township to recover 100% of the plaintiff's damages from the Township.

This type of loss would fall to the Municipal Liability which is subject to \$25,000. Deductible – this would have a financial impact on the Township as well as the potential development of an adverse loss history.

8. The property owners to the west of the municipal parking lot use this lot for personal use on a regular basis. If Council directs Administration to construct a fence, it is recommended that the fence be built in accordance with the Zoning By-law, which requires the fence to be 2 metres in height and opaque.
9. If Council directs Administration not to construct a fence, it is recommended that the abutting property owner to the west be sent a letter requesting that they refrain from using the municipal office parking lot during the spring and summer seasons when we have a full complement of staff, including 4 summer students and more visitation from the public. Complaints are often verbally received during the busier seasons that the Township has insufficient parking.
10. Council has the following options:
 - a. Direct Administration to construct a fence in accordance with the provisions of Zoning By-law 38-09.
 - b. Direct Administration not to construct a fence.



- c. Direct Administration not to construct a fence and send the abutting property owner a letter requesting that they not use the parking lot during office hours during a defined period to ensure adequate parking is available during busier seasons.

IMPACT ON 2019 BUDGET:

11.If Council selects option A, there will be costs associated with constructing a fence.

12.If Council selects option B or C there is no financial impact.

ALIGNMENT WITH STRATEGIC PLAN:

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

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 63-2019 be received and that Council direct Administration to (select one):

_____ construct a fence along the west side of the municipal parking lot at 6 Oak Street in accordance with the provisions of Zoning By-law 38-09.

_____ not construct a fence along the west side of the municipal parking lot at 6 Oak Street.

_____ not construct a fence along the west side of the municipal parking lot at 6 Oak Street and furthermore, that a letter be sent to the abutting property owner requesting that they not use the parking lot during regular office hours during the period of _____ to _____.

Recommended to Council for
Consideration by:
KELLI CAMPEAU - CLERK

PART 3 – GENERAL PROVISIONS

a landscaped area located above an underground *parking area*, shall be considered part of the *landscaped open space* on a *lot*.

3.23 (4)(a) Where a *lot* is within a Commercial or Industrial Zone or a Residential Multiple Dwelling Zone and the interior side and/or rear *lot* line, or portion thereof abuts a Residential or Institutional Zone or use, a *landscaped buffer* area shall be provided on the commercial or industrial *lot*. The *landscaped buffer* area shall have a minimum width of three metres (3 m [9.84 ft.]), and an opaque privacy fence or decorative wall of not less than two metres (2 m [6.56 ft.]) shall be constructed along the mutual *lot* line. The requirement for height of a privacy fence or decorative wall may be reduced where approved through site plan control.

3.23 (4)(b) The *landscaped buffer* area shall be kept free of all parking, *buildings*, or *structures* except for a legal boundary partition and used only for the placement of trees, shrubs, similar vegetation, fencing, and landscaping features and shall be landscaped and maintained by the owner of land on which such buffer area is required. Details of the landscaping and privacy fence or wall shall be provided in a site plan submitted to and approved by the Township.

3.23 (5) *Lots* within Commercial, Industrial, Institutional and Residential Multiple Zones shall be landscaped in accordance with a site plan submitted to and approved by the Township.

3.23 (6) The whole of any *yard* for a single *detached*, semi *detached*, or duplex *dwelling* within a Residential Zone in any Urban Settlement Area shall hereafter be landscaped except for areas of the site required for the main *dwelling*, *accessory buildings*, *structures* and *uses*, and *driveways*. Not greater than fifty percent (50%) of the front *yard* or exterior side *yard* of such *lots* shall be used for *driveways* and parking.

3.24 MINIMUM DISTANCE SEPARATION (MDS) REQUIREMENTS

3.24 (1) Notwithstanding any other *yard* or *setback* provisions of this By-law to the contrary, no residential, institutional, commercial, industrial, or recreational use located on a separate *lot* and otherwise *permitted* by this By-law, shall be established and no *building* or *structure* for such use shall be *erected* or *altered* unless it complies with the Minimum Distance Separation (MDS I).

3.24 (2) Notwithstanding any other *yard* or *setback* provisions of this By-law to the contrary, no *livestock* facility or manure storage facility shall be *erected* or expanded unless it complies with the Minimum Distance Separation (MDS II).

3.24 (3) The Minimum Distance Separation (MDS I and MDS II) shall not be required between a *livestock* facility and a *dwelling* or *accessory building* on the same *lot* or a *public utility*.



STAFF REPORT

S.R. No. 64-2019

PREPARED BY: Dave Robertson, Fire Chief

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: May 6, 2019

SUBJECT: Disposal of Unused Equipment

BACKGROUND:

1. The South Glengarry Fire Service has been replacing a budgeted amount of Personal Protective Equipment (such as bunker suits, helmets, gloves, etc.) every year when the equipment has reached its life expectancy and no longer meets the standards of the National Fire Protection Association (NFPA).
2. Bunker suits used for frontline firefighting are recommended to be changed every 10 years (per NFPA Standard 1851).
3. We currently have approximately 25 out of service bunker suits in storage.

ANALYSIS:

4. There are organizations that collect this type of surplus equipment, use volunteer labour and donated parts to repair and then ship the suits to countries with few firefighting resources. One of these organizations is Firefighters without Borders.
5. All donated equipment is covered by a release form that acknowledges that the recipient fully recognizes that the equipment does not meet NFPA standards and thereby absolves the donator of any responsibility.
6. Donating this equipment is compliant with the Township's Disposition of Assets by-law (By-law 36-07 – see attached), particularly section 5.1.3 which states:

“The Method of disposal used on a particular surplus asset will be that which results in the best overall benefit to the Township. The following methods of disposition may be used by General Managers: donate to another non-profit/charitable organization.”



IMPACT ON 2019 BUDGET:


N/A

ALIGNMENT WITH STRATEGIC PLAN:

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

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 64-2019 be received and that Council deem the 25 unused bunker suits to be surplus to the needs of the Township as per By-law 36-07 and furthermore, that Administration be authorized to donate the surplus equipment to Firefighters without Borders.


Recommended to Council for
Consideration by:
KELLI CAMPEAU - CLERK

CH-I-07

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY
BY-LAW 36-07
FOR THE YEAR 2007**

***BEING A BY-LAW TO ESTABLISH A POLICY FOR THE DISPOSITION OF
ASSETS.***

WHEREAS Section 11 of the *Municipal Act* provides that a municipality may pass by-Laws respecting the financial management of the municipality and public assets of the municipality;

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

1. SHORT TITLE

- 1.1. This By-law may be cited as the "Disposition of Assets By-law" or the "Disposition of Assets Policy".

2. PURPOSE/OBJECTIVES

- 2.1. The purpose of this policy is to outline a process for the disposition of Township assets.

3. DEFINITIONS

"CAO" means the Chief Administrative Officer of the Township;

"Council" means the Council of the Township of South Glengarry;

"General Manager" means the person responsible for the operation of a Division and includes: General Manager – Infrastructure Services, General Manager – Community Services, and General Manager – Corporate Services;

"Immediate family members" means parents, spouses and/or children, all as defined in the *Municipal Conflict of Interest Act*;

"Manager" means the person responsible for the operation of a Department and includes: Manager – Roads, Manager – Water and Wastewater, Manager – Development, Manager – Daycare, Fire Chief;

"Surplus asset" means any new or used equipment, vehicles, materials, and land/buildings which are no longer of use to the custodial department;

"Township" means the Corporation of the Township of South Glengarry.

4. DECLARATION OF ASSETS AS SURPLUS

- 4.1. On at least an annual basis, all Managers shall identify surplus assets to their Departments and submit lists to their General Manager for disposal. Where there is no Manager for a Department such list shall be composed by the General Manager.

BY-LAW 36-07
PAGE TWO

5. DISPOSITION OF SURPLUS ASSETS

- 5.1. The Method of disposal used on a particular surplus asset will be that which results in the best overall benefit to the Township. The following methods of disposition may be used by General Managers:
- 5.1.1. scrap, dismantle or destroy, classify as waste and dispose;
 - 5.1.2. transfer to another department for use within the Corporation;
 - 5.1.3. donate to another non-profit/charitable organization;
 - 5.1.4. trade-in, return to supplier for credit;
 - 5.1.5. invite public or selective quotations;
 - 5.1.6. public auction.
- 5.2. Disposition methods other than those outlined above shall require the approval of Council. If the value of the surplus asset when first acquired exceeds \$25,000 or if the estimated current value of the surplus asset exceeds \$10,000 or if the surplus asset is to be donated and the estimated current value of the asset exceeds \$1,000 then Council shall be notified of the disposition process before the transfer of the asset.

6. DISPOSITION OF PROCEEDS

- 6.1. The proceeds from the sale or transfer of surplus assets will be credited to the general revenues of the Corporation unless authorized otherwise by the CAO.

7. PROHIBITIONS

- 7.1. Members of Council and employees of the Township, and their immediate family members, are prohibited from bidding or purchasing, directly or indirectly, any surplus assets. Volunteer firefighters and their immediate family members are only prohibited from bidding or purchasing, directly or indirectly, any surplus assets from the Fire Department.
8. **THAT** this by-law shall come into force and effect upon the final passing thereof.

***READ A FIRST, SECOND, AND THIRD TIME, PASSED, SIGNED, AND SEALED
IN OPEN COUNCIL THIS 11TH DAY OF JUNE 2007.***

MAYOR:

CLERK:

EMERGENCY PREPAREDNESS WEEK PROCLAMATION

May 5 – 11, 2019

WHEREAS the Township of South Glengarry recognizes the importance of Emergency Management in Ontario and the goal of Emergency Preparedness Week is to raise community awareness and the need to be prepared within 72 hours for the possibility of an emergency;

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

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

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

NOW THEREFORE, I, Mayor Frank Prevost, do hereby proclaim the week of May 5-11, 2019 as **EMERGENCY PREPAREDNESS WEEK** in the Township of South Glengarry and encourage all citizens to begin today and learn how to prepare now for a safer tomorrow.

Mayor Frank Prevost

INFORMATION REPORT



REPORT TO: Council of the Township of South Glengarry

MEETING DATE: May 6, 2019

SUBJECT: Social Media Policy

PREPARED BY: Kelli Campeau, Clerk

South Glengarry resident Josée Plourde is a student at Le Relais high school in Alexandria. She is currently completing a Co-op placement with the Township of South Glengarry under the supervision of the Clerk. Ms. Plourde is particularly interested in Communications and will be studying Public Relations at the post-secondary level in the Fall.

Throughout her placement at the Township, Ms. Plourde has been working on developing a Social Media Policy for the Township of South Glengarry. The Township currently utilizes social media platforms such as Facebook and Twitter; however, we do not have a formal policy in place to govern the use and implementation of these platforms.

Ms. Plourde conducted research and reviewed the policies of other municipalities, which she used to develop a document relevant to the Township of South Glengarry's social media practices.

Ms. Plourde prepared the following comments to summarize the purpose and need for a Social Media Policy:

What is a Social Media Policy?

A Social Media Policy is a policy that protects the Township's reputation and ensures consistency and professionalism of the corporation when using social media. It is a code of conduct for the use of social media by employees and individuals.

What are the benefits of having a Social Media Policy?

The benefits of having a Social Media Policy include:

- Ensuring the proper use of social media platforms
- Protecting the Township
- Allows employees to address and/or remove inappropriate comments
- Gives notice to the public of when and how the Township will be able to answer questions or comments.

Who does the policy apply to?


This policy applies to the South Glengarry employees who post on official Township social media pages, Township employees/Council members and members of the public posting or commenting on the social media pages.

Who will enforce the policy?

This policy will be enforced by the Clerk, who is responsible for managing the Township's Corporate Communications.

NEXT STEPS

A draft version of the Social Media Policy is attached to this report for Council's review and consideration. If Council would like to proceed with adopting the policy, a Staff Report and By-law can be brought forward at a future meeting.

South Glengarry				POLICY
Policy Number:	04-2019		Review Frequency:	Every 5 Years
Approved By:	Council of the Township of South Glengarry	Date Approved:		
		Revision Date:		
Subject:	Social Media Policy			

1. POLICY PURPOSE

- 1.1. The Township of South Glengarry encourages the use of social media to further the goals of the Township and the mission of its departments.
- 1.2. The Township is committed to using social media for the purpose of promoting Township objectives, initiatives, programs and news through professional and strategic communications.
- 1.3. The Township of South Glengarry recognizes that the Township's website, www.southglengarry.com, will remain the Township's primary Internet presence; however, the Township acknowledges that social media is also needed to assist online audiences to visit the Township's website for further information.

This policy serves to:

- 1.4. Protect the Township of South Glengarry's reputation and ensure consistency and professionalism with how the Township communicates with the public via social media;
- 1.5. Establish protocols, criteria and courses of action for:
 - Appropriate monitoring and administration of the Township's social media pages;
 - Determining/adopting new social media pages/accounts for the Township;
 - Providing timely, effective and accurate information and responses;
 - Establishing a mechanism to address controversial or sensitive matters;
- 1.6. Provide Township employees, Council and the public with an understanding of the policies and procedures surrounding the acceptable use of social media pages as they relate to the Township of South Glengarry.

2. POLICY ADMINISTRATION

- 2.1. The policy will be administered by the Clerk. The policy applies to all Township of South Glengarry staff and members of Council.

3. DEFINITIONS

- 3.1. **Online Communications:** Refers to the communications of information through the internet for any purpose (i.e. information sharing, marketing, engagement).
- 3.2. **Official Record:** Anything which is created in the regular course of conducting Township business and which documents the business of the Township, regardless of format.
- 3.3. **Official Township Social Media Page:** Social Media pages established and maintained by the Corporation of the Township of South Glengarry.
- 3.4. **Public Statement:** A declaration made by a Township employee or representative in any public forum, which relates to the Township of South Glengarry, its employees and/or its business. This includes statements made in blogs, online forums or discussions, social networking pages, and elsewhere in the public record.
- 3.5. **Social Media Content:** Content that is planned and developed by the Township's departments and posted or intended to be posted on Township social media pages.
- 3.6. **Social Media Moderator and Contributors (Designated Employee(s)):** Township staff tasked with posting, updating, monitoring and reviewing content on corporate social media pages.
- 3.7. **Township of South Glengarry Social Media:** Official social media pages created and managed by Township staff.

Other social media pages/accounts that have "South Glengarry" in its page name or reference the Township are NOT official, Township-administered pages. The posts and/or discussions on these pages do not reflect the views or corporate identity of the Township of South Glengarry.

4. SITE ADMINISTRATION

- 4.1. The Township's official social media pages will be consistently monitored during regular business hours - Monday to Friday, 8:30 am to 4:00 pm.

4.2. The Township will make every effort to respond to concerns and questions on its social media pages. Township staff will aim to address inquiries within 3 business days (excluding holidays and weekend). This turnaround time may be impacted by staff availability and resources.

4.3. The Township's Clerk is responsible for the management of Corporate Communications and will serve as a centralized resource for the oversight of the Township's social media pages.

4.4. It is the responsibility of all Township departments to provide content to the designated employee(s) on service interruptions, events, resources or updates pertaining to their department for posting to social media pages.

5. SITE GOALS

5.1. The primary goals for the Township of South Glengarry official social media pages are as follows:

- Increase awareness of municipal services;
- Enhance existing corporate communication methods;
- Distribute time-sensitive information quickly;
- Correct misinformation;
- Utilize social media tracking/analytical tools to better evaluate the Township's communications and marketing efforts;
- Ensure that posts remain professional and pertinent to the Township's corporate identity;
- Ensure responses to messages are made in a timely manner;
- Use social media to lead online traffic to the Township website for more information.

6. ESTABLISHMENT OF NEW ACCOUNTS

6.1. Township employees wishing to create additional social media accounts shall suggest the idea to the designated employee(s) or the designated employee(s) shall initiate the proposal for a new social media page his/herself;

6.2. Criteria for adopting new social media pages will include, but not be limited to, research that:

- Demonstrates the need for the specific page;
- Identifies appropriate staff resources that would be required to establish and maintain the new page;

6.3. The Clerk shall make a final decision regarding proposals for new social media pages, or refer the proposal onto council for further decision.

7. SITE CONTENT

7.1. Where possible, all social media pages shall:

- Have the Township's logo and/or contact information;
- Refer to the Township's website.

7.2. The Township invites members of the public to comment, share and discuss, while treating each other with respect.

7.3. Content posted to the Township's corporate social media pages shall be related to Township business or events and shall be posted at the discretion of the designated employee(s).

7.4. The Township will not tolerate inappropriate posts or comments that include, but are not limited to:

- Profane or inappropriate language or content and sarcastic or disrespectful comments;
- Personal attacks on an individual or a specific group;
- Discriminatory content;
- Content considered to be disrespectful or insulting to Township staff or representatives, political rants or attacks on the Township of South Glengarry;
- Sexual content or links to sexual content;
- Conduct or encouragement of illegal activity;
- Content related to any industries or businesses or related to sales, advertising or promotion falling outside of the boundaries of the Township of South Glengarry;
- Promotion or opposition to a candidate for municipal, provincial or federal election;
- Information that may compromise the safety or security of the public or public systems;
- Information that discloses personal information as protected in the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA).
- Plagiarized or copyrighted material;
- Accusations or messages that impersonate or misrepresent someone;
- Any other content that is believed to be inappropriate.

7.5. The Township reserves the right to remove any content that is posted for any reason or at any time.

7.6. If a member of the public believes a submission on any Township social media violates the policy, they may report it immediately to the designated

employee(s). Any content that is deemed inappropriate will immediately be dealt with and if an issue arises will be brought to the attention of the CAO.

8. USE OF PHOTOS/VIDEOS

8.1. The Township of South Glengarry reserves the right to use photos and/or videos from any Township of South Glengarry public functions on its social media pages.

8.2. In a case where a photo includes an identifiable person under the age of 18, the Township of South Glengarry photo release form must be obtained and signed by a parent or guardian for all images before posting on the Township's social media pages.

9. PUBLIC POSTS

9.1. Members of the public wishing to have content posted to the Township's social media must send a request via email to the designated employee(s). For the request to be approved for posting, the submission must:

- Normally occur within the boundaries of the Township of South Glengarry or be deemed relevant information to residents of the Township of South Glengarry;
- Be open to the public.

9.2. The post must also include one of the following characteristics:

- Funded in full, in part or sponsored by the Township of South Glengarry;
- Organized or funded by another level of government;
- Organized by a government-funded agency or board;
- Organized by a registered charitable organization operating within the Township of South Glengarry;
- Organized by a service club operating within the Township of South Glengarry;
- Is a commercial or for profit business located in the Township of South Glengarry.

10. USE OF SOCIAL MEDIA BY EMPLOYEES AND MEMBERS OF COUNCIL

10.1. Any Township employee or Council member engaged in online interaction on the Township's social media pages or any online conversation that involves information about the Township on a private page is also required to meet a social media standard that mandates:

- Communications on the Township's behalf should be based on current, accurate, complete and relevant data. The Township will take all

reasonable steps to assure the validity of information communicated via any social media, but it is the employee/Councillor's responsibility to ensure accuracy in the first instance;

- Online postings do not reveal any confidential information. If there are questions about what is considered confidential, employees and Council members should check with the Township's Clerk;
- Social media and other types of online content sometimes generate media attention or legal questions. Employees and Council members should refer these inquiries to the Township Clerk;
- If employees encounter a situation while using Township social media that threaten to become hostile, employees should disengage from the conversation and notify the Clerk;
- Ensure that privacy, confidentiality, copyright and data protection laws are adhered to, and must not make comments that are considered defamatory or libelous;
- Employees/Council members shall not discuss the Township or any of its employees/Council members in a negative way through personal social media pages;
- The designated employee(s) will respond directly to online comments and inquiries that are generated by the public. If the designated employee(s) does not know the answer, he/she will consult with his/her Manager or relevant coworkers to confirm the information for a response;
- Only the designated employee(s) will have administrative access to any Township social media pages.
- Other Township policies, i.e. Human Resources and Harassment in the workplace, shall be followed while communicating online.

11. SOCIAL MEDIA DISCLAIMER

- 11.1. A link between the Township's social media pages and any other website does not imply an endorsement or sponsorship by the Township of that website, or the creator of that website;

- 11.2. The Township does not guarantee users' privacy on a third party social networking websites, as users are subject to the term and conditions of the specific application on that website;
- 11.3. The Township will not be responsible for losses or damages suffered from using third party social media or websites. Users participate at their own risk, and in doing so accept that they have no right of action against the Township related to such use;
- 11.4. The Township may monitor online content for factuality and appropriateness and will make all reasonable efforts to ensure that the content posted is accurate at the time of posting. However, accuracy and timeliness are not guaranteed and may not be reliable; as such, users acknowledge that the Township makes no such guarantees;
- 11.5. The Township is not responsible for the authenticity or suitability of content posted to its social media by members of the public. A comment posted by a member of the public on any Township social media is the opinion of the poster only, and does not imply endorsement of, or agreement by the Township of South Glengarry, nor do such comments necessarily reflect the opinions or policies of the Township of South Glengarry;
- 11.6. By using the Township's social media pages, users acknowledge and consent that their comments or messages may become part of the public record and used in official Township of South Glengarry documentation. It is at the Township's sole discretion which comments will be archived or used;
- 11.7. In the event of a discrepancy between the information contained on the Township's social media or corporate website, the information contained on the Township's corporate website shall be deemed accurate.

INFORMATION REPORT

REPORT TO: Council of the Township of South Glengarry

MEETING DATE: May 6, 2019

SUBJECT: Donation Request - Glen Walter Canada Day

PREPARED BY: Lachlan McDonald, GM Corporate Services

Donation Request:**Glen Walter Canada Day**

- Request - \$3,000 for inaugural Canada Day at Glen Walter Park
 - In addition to the financial request they have requested lights, garbage, recycling, and the fireworks
 - With the fireworks they are interested in, they require approval from the fire department and a certified firework individual.

Options Available:

1. Support them at the same level as Lancaster (their initial request, \$3,000)
2. Support them at the same level as Martintown (\$500)
3. Don't support them (\$0)
4. Support them at another level as discussed (\$_____)

Current Status of Grants and Donations Fund:

Budget	\$ 52,000.00
Approved through the Budget	\$ (36,350.00)
Approved to Date	\$ (3,032.06)
Available	<u>\$ 12,617.94</u>
Historical Requests not Received	\$ (13,000.00)
Glen Walter Request	\$ (3,000.00)

Minor Concern:

If we accept this grant request in full some community groups, which have typically requested/received grants, may apply after the funds are exhausted and be disappointed. At that time, Council may wish to approve them (over budget) or stand firm on the budget limit of \$52,000. This is considered a minor concern because, if we go over budget, it will likely be \$4,000 or less on this item.



April 3, 2019

MINUTES OF
AGRICULTURE COMMITTEE MEETING

Township of South Glengarry

A meeting of the Agriculture Committee Meeting was held at 7:00 pm on April 3, 2019 in the Council Chambers at the municipal building in Lancaster, Ontario.

Committee Members present were: Councillor Martin Lang, Councillor Sam McDonell, Duncan Ferguson, David Grant, Scott Kinloch, Ian MacDonald, Rob McDonald, Jerome McDonell and Tony Vogel, Staff Liaison- Joanne Haley

Guests:

Ross Grant
Dan Stadelmann
Councillor Stephanie Jaworski

Councillor Martin Lang was unanimously declared as the Chair for this Committee

BE IT RESOLVED THAT the Agriculture Committee meeting of April 3, 2019 is hereby called to order.

CARRIED

Meeting was called to order at 7:06 pm

Chair Councillor Lang requested Joanne Haley to provide an overview of the draft Tree Canopy and Natural Vegetation policy.

J Haley explained the need and the purpose of the proposed policy and reviewed all draft priority action items which are listed as follows:

Background and Purpose

Section 270(1) (7) of the *Municipal Act, 2001*, S.O. 2001 c. 25, requires municipalities to adopt and maintain policies with respect to the manner in which a municipality will protect and enhance the tree canopy and natural vegetation.



The purpose is to establish a tree canopy and natural vegetation policy and to reduce the loss of tree coverage in South Glengarry and to protect and increase tree coverage.

Nothing in this policy is intended to restrict normal farm practices as defined by the *Farm Practices Protection Act, R.S.O., 1990 c. F6*

Priority Actions (*In no particular order*)

1. Prevent tree removal within Township open and unopened road allowances.
2. Prevent tree removal on Township-owned land.
3. Increase tree planting on Township-owned land, especially within public parks where possible.
4. Acquire forested land when offered through land donations.
5. Support the United Counties of SDG in forested land acquisitions within the Township of South Glengarry.
6. Support and promote the Raisin Region Conservation Authority Tree Seedling Program.
7. Support residents and others in developing tree planting plans that ensure the long term survival of the tree plantings.
8. Support and participate where possible in tree planting efforts by the Raisin Region Conservation Authority.
9. Develop a municipal commemorative tree program where people can buy and plant trees in municipal parks in honour of their loved ones who have passed or organizations.
10. Require a tree planting schedule as a condition of draft plan approval for new subdivisions that will require one native tree in front of each lot within the front yard.
11. Support the replacement of native trees that are proposed to be removed as part of a development; either in a new location on the subject property or in a mutually agreed upon location elsewhere in the Township.
12. Encourage tree planting as part of the Landscaping Program within the Township's Community Improvement Plan.



13. Implement the existing Official Plan policies related to Significant Woodlands, Provincially Significant Wetlands and Natural Heritage Systems.

14. Encourage residents to obtain an approved managed forest plan and to have their properties classified as a Managed Forest to take advantage of the Managed Forest Tax Incentive Program where you pay 25% of the municipal tax rate set for residential properties.

The Committee agreed to review the priority action items one by one and the following recommendations were made:

MOVED BY: Jerome MacDonell

SECONDED BY: Rob McDonald

To remove priority action item #1 from the draft policy: "Prevent tree removal within Township open and unopened road allowances"

CARRIED

MOVED BY: Duncan Ferguson

SECONDED BY: Scott Kinloch

To amend action item #2 to read: "Encourage proper tree canopy maintenance on Township-owned land".

CARRIED

MOVED BY: Sam McDonell

SECONDED BY: Tony Vogel

To amend action item #3 to read: Increase tree planting in municipal parks where possible".

CARRIED

The committee requests Council to carefully consider action item # 10: "require a tree planting schedule as a condition of draft plan approval for new subdivisions that will require one native tree in front of each lot within the front yard."

Scott Kinloch left the meeting at 8:20pm.



The committee requested J Haley to provide an update on the Official Plan appeal. A detailed verbal update was provided. J Haley offered to provide further updates at future scheduled committee meetings.

It was agreed that a meeting will be scheduled sometime this summer at the Call of the Chair to discuss the following topics:

- Official Plan appeal
- Lot sizes for agricultural uses

Next Meeting date: To be determined

Adjournment

BE IT RESOLVED THAT the meeting of April 3, 2019 be adjourned to the call of the Chair @ 8.39 pm.



April 15, 2019

MINUTES OF
COMMITTEE OF ADJUSTMENT

Township of South Glengarry

A meeting of the Committee of Adjustment was held at 6:00 pm on April 15, 2019 in the Council Chambers at the municipal building in Lancaster, Ontario.

Committee Members present were: Mayor Frank Prevost, Deputy Mayor Lyle Warden, Councillor Stephanie Jaworski, Councillor Sam McDonell, Councillor Martin Lang and Secretary- Treasurer Joanne Haley.

MOVED BY: Stephanie Jaworski

SECONDED BY: Sam McDonell

BE IT RESOLVED THAT the Committee of Adjustment meeting of April 15, 2019 is hereby called to order.

CARRIED

Meeting was called to order at 6:00 pm

Approval of Agenda

MOVED BY: Frank Prevost

SECONDED BY: Sam McDonell

BE IT RESOLVED THAT the Agenda be approved as presented.

CARRIED

Approval of Minutes

MOVED BY: Sam McDonell

SECONDED BY: Martin Lang

BE IT RESOLVED THAT the Minutes of the March 18, 2019 be deferred as they are required to be amended.



CARRIED

Members of the public at this meeting were as follows:

Jerry Chabot- Applicant- A-05-19

Bob Pregent, Agent for the Caron's - A-07-19

No Pecuniary Interest was declared

Review of Application:

Application A-05-19 Chabot

J Haley provided to the Committee the following information:

- Subject Property:
 - Part of Lot 22, Concession 1, Part 1 of Registered Plan 14R5717, in the Geographic Township of Lancaster, now in the Township of South Glengarry, County of Glengarry, also known as 21190 Bayview Avenue
- Proposed Minor Variance:
 - The applicant proposes to extend the roof of the existing dwelling in order to provide cover over a patio. In order to obtain a Building Permit, the following relief from the Zoning By-Law 38-09 is requested:
 - Part 3.39 (7) (c) - to reduce the Watercourse Setback from 30 meters to 17.185 meters to the supporting columns of the proposed roof extension.
- The property is designated Residential District in the County Official Plan. This application conforms to the general intent of the Official Plan as the property is currently developed and the proposed extension is not creating additional livable space
- The property is zoned Residential One and Floodplain -Holding This application conforms to the general intent of the Township's zoning By-Law as Part 5.2 permits additions within the floodplain
- This application was circulated to applicable municipal staff, Planning and Building have no concerns with this application
- The RRCA does not support this application- the committee members were provided copies of the RRCA comments
- I have received no formal comments from the public to date

Discussion:



Councillor Sam McDonell asked if there would be an issue if the proposed roof overhang was to be enclosed in the future. J Haley explained that this would trigger another minor variance.

Mayor Frank Prevost asked if the RRCA has different mapping than the Township does. J Haley explained that the RRCA has the flood plain mapping; the Township has the zoning schedules.

Councillor Martin Lang visited the property and noted that the property is high compared to the neighbouring properties.

Councillor Stephanie Jaworski questioned the floodplain location. J Haley explained that section 5.2 of the zoning by-law permits a 25% addition to an existing structure that is located within the floodplain however the proposed structure is not located within the floodplain.

MOVED BY: Frank Prevost

SECONDED BY: Sam MacDonald

This application has been **Approved** as the variance is considered minor in nature and desirable for the use of the land. Agency comments were received and considered regarding this application; but the effect did not influence the decision of the committee to **approve** this application.

CARRIED

Application A-07-19 Caron

J Haley provided to the Committee the following information:

- Subject Property:
 - Part of Lot 1, Concession 1, Part 1 of Registered Plan 14R2784, in the Geographic Township of Lancaster, now in the Township of South Glengarry, County of Glengarry
- Proposed Minor Variance:
 - The applicant proposes to construct a new single detached dwelling. In order to obtain a Building Permit, the following relief from the Zoning By-Law 38-09 is requested:
 - Part 3.39 (7) (c) - to reduce the Watercourse Setback from 30 meters to 18.9 meters to the proposed single detached dwelling from the Top of Bank of the St. Lawrence River and to reduce the Watercourse Setback from 30 meters to 6.5



meters to the proposed single detached dwelling from the Top of Bank of the Municipal drain located on the west side of the subject property.

- The property is designated Residential District in the County Official Plan. This application conforms to the general intent of the Official Plan
- The property is zoned Residential One & Floodplain -Holding This application conforms to the general intent of the Township's zoning By-Law
- This application was circulated to applicable municipal staff, Planning and Building have no concerns with this application
- The RRCA supports this application; a geotechnical report and an Ontario Regulation permit will be required prior to a building permit being issued
- I have received no formal comments from the public to date

Discussion:

Councillor Martin Lang questioned whether the RRCA requires a geotechnical study for each property. J Haley explained that this is a common request.

Councillor Stephanie Jaworski inquired as to the cost of a geotechnical study. Bob Pregent-Agent, responded between \$1,500 and \$3,000.

Deputy Mayor Lyle Warden asked if the applicant receives a copy of the RRCA letters commenting on minor variance applications. J Haley responded yes.

Councillor Sam McDonell questioned what the shoreline of the subject property is like? Bob Pregent responded that it is quite high there are stones and also commented on the height of the bank of the municipal drain.

MOVED BY: Martin Lang

SECONDED BY: Sam McDonell

This application has been **Approved** as the variance is considered minor in nature and desirable for the use of the land. No public comments were received regarding this application; therefore the committee **approves** the application.

CARRIED

Next Meeting date: May 6, 2019

Adjournment

BE IT RESOLVED THAT the meeting of March 6, 2019 be adjourned to the call of the Chair @ 6:27p.m.

INFORMATION REPORT



REPORT TO: Council of the Township of South Glengarry

MEETING DATE: May 6, 2019

SUBJECT: Consent Application B-23-19

PREPARED BY: Joanne Haley, GM Community Services

RE: B-23-19

**Part of Lots 18, 21 & 22, Registered Plan No. 101
1354083 Ontario Inc.**

Type of Consent: To Establish an Easement for Access

Subject:

The subject property is located on Lots 18, 21 & 22, Registered Plan # 101, west side of Rae Road, Glen Walter. The purpose of this application is to establish an easement for access to the abutting property to the west.

Official Plan Designations:

A portion of the subject property is designated Rural District and a portion is in Residential District and is located in the Glen Walter Urban Settlement Area. The proposed consent conforms to the Official Plan.

Zoning By-law:

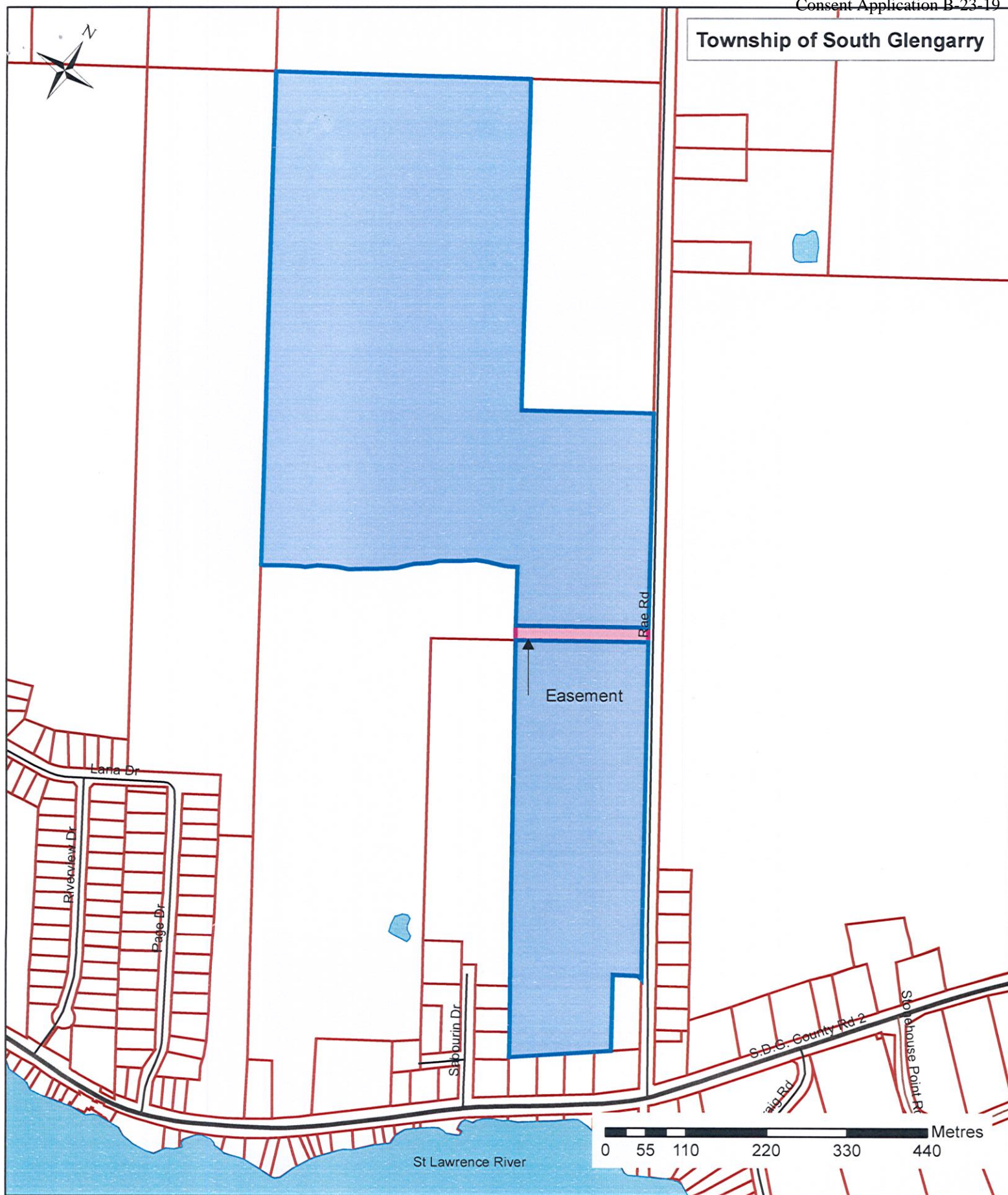
The subject property is zoned Residential 1 and Residential 1-11 Holding in the Township of South Glengarry's Zoning By-law. This proposed consent conforms to the Zoning By-law.

Proposed Recommendation:

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

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

Township of South Glengarry



- Retained ~ 96.28 acres
- Severed ~ 0.91 acres

Application Number: B-23-19

INFORMATION REPORT



REPORT TO: Council of the Township of South Glengarry

MEETING DATE: May 6, 2019

SUBJECT: Notice of Consent Decision

PREPARED BY: Joanne Haley, GM Community Services

RE: Notice of Consent Decision

Please find attached one “Notice of Decision” letter from the United Counties of Stormont, Dundas, and Glengarry.

The recommendations and conditions requested have been included in the decisions as requested. I have requested the United Counties to reissue the decision so the conditions reflect the Township of South Glengarry not North Glengarry. If you have any questions regarding the attached please do not hesitate to contact me at your convenience.


**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-14-19
NAME: Scott KinlochMUNICIPALITY: Township of South Glengarry (Geographic Charlottenburgh Twp.)

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

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

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

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

Any appeal to the Local Planning Appeal Tribunal must be made on the proper Appellant Form (A1), which can be obtained from this office. You must enclose the appeal fee of \$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: May 1, 2019

Date of giving of this notice is: April 11, 2019

Megan Boudens
Administrative Assistant-Planning
Email: mboudens@sdgcounties.ca



UNITED COUNTIES OF STORMONT, DUNDAS AND GLENGARRY *DECISION*

The Approval Authority for the United Counties of Stormont, Dundas and Glengarry did, on **Thursday, April 11, 2019**, decide that **PROVISIONAL CONSENT WILL BE GIVEN** to:

APPLICATION NO. B-14-19

OWNER: Scott Kinloch

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.

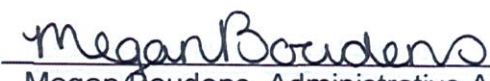
Provided that the following conditions are fulfilled to the satisfaction of the Administrative Assistant-Planning:

1. A review fee of \$200.00 must be paid to the Township. The Township of North Glengarry will clear the condition with the Administrative Assistant-Planning.
2. A Parkland fee of \$1,000.00 must be paid to the Township. The Township of North Glengarry will clear the condition with the Administrative Assistant-Planning.
3. The Township of South Glengarry will complete a site visit of the severed lands to confirm that there are no issues with the existing septic system. Further information may be required from the applicant once the site visit is completed. The applicant will be required to attend to the Township office to apply for a site visit and to file a fee of \$170.00. The Township of North Glengarry will clear the condition with the Administrative Assistant-Planning.
4. Road Widening must be deeded to the Township on both the severed and retained properties to ensure that the road is widened to 20 meters in width. The Township of North Glengarry will clear the condition with the Administrative Assistant-Planning.
5. That the Administrative Assistant-Planning be provided with a description of the land to be conveyed that is consistent with the application and sufficient and equal to that required for the registration of a deed or other conveyance of land under the provisions of the Registry Act. Three (3) copies of the new deed for the severed parcel are to be provided to the Administrative Assistant-Planning for the issuance of the certificate of the Secretary, and the stamping fee of \$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, Megan Boudens, Administrative Assistant-Planning, do hereby certify that the above is a true copy of the **Decision** of the Approval Authority with respect to the application recorded herein.


 Megan Boudens, Administrative Assistant

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

April 11, 2020

THE LAST DAY TO SUBMIT AN APPEAL AGAINST THIS DECISION IS: **MAY 01, 2019**

INFORMATION REPORT**REPORT TO:** Council of the Township of South Glengarry**MEETING DATE:** May 6, 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- 2018

# of Applications	Application #	Recommendation	Decision
14	B-76-18	On Hold	

CONSENT APPLICATIONS SUMMARY- 2019

# of Applications	Application #	Recommendation	Decision
1	B-14-19	Recommended	Approved



École Secondaire Régionale
Charlottenburgh-Lancaster
District High School
19743 John Street
Williamstown, Ontario K0C 2J0
Tel: 613-347-2441 Fax: 1-855-358-3357



April, 2019

Frank Prevost
Township of South Glengarry
P.O. Box 220
6 Oak Street
Lancaster, On
K0C1N0

Dear Frank:

Our graduation ceremony this year will be held at 7:00 p.m. on Thursday, June 27th in our school gymnasium. We are very proud of our rich partnership with the community at Char-Lan District High School. The overwhelming support that our graduates receive each year from companies, organizations and individuals is a privilege that benefits our graduates in their post-secondary years.

We appreciate your generosity in providing the Township of South Glengarry Award and the Darrin Pruner and Martin Lariviere Award and hope that we can count on your donation again this year. If so, please call Sherry MacLachlan at 613-347-2441. We also hope that you will be available to attend the ceremony to present your award. All presenters are invited to join us in the Resource Room at 6:30 p.m. Please let Sherry know whether or not you will be presenting your award personally.

On behalf of our students, thank you for your ongoing support.

Yours truly,

Chad Brownlee
Principal

CC/sm



Optimist Club of Lancaster

Optimist Club of Lancaster

Club # 47569

19988 Loyalist Road

Williamstown, ON K0C 2J0

EVENT: CANADA DAY – Monday, July 1st, 2019

NEW LOCATION!! Smithfield Park, Lancaster, ON (behind the Royal Canadian Legion)

DIGNITARY INVITATION (& CHALLENGE)!

Dear Mayor Prevost, Assistant Mayor Warden, Councillors & Staff,

Thank you for considering our application for Funding for the annual South Glengarry Canada Day Event!

As you are aware, the Optimist Club of Lancaster has moved the Canada Day event back to Smithfield Park, largely due to resident feedback and the need to rebuild the Smithfield Park, as the Township experiences an age regeneration.

This year, we are gearing up for a full day of activities, which are truly for all ages.

Favourite events, such as the Opening Ceremonies marched in by the South Glengarry Pipe Band – and we have requested the Air Cadets join with their Canadian Flags and Banners; Birdhouse building and painting; the bouncy stations have increased by one water feature option; we have organised a covered tent for the main stage; the Legion will manage a Beer Tent; live entertainment for all ages; someone is looking into a volleyball tournament to challenge the young adults; and of course fireworks after dark.

We are hoping you will be able to participate in the following events – if not for the entire day, then a portion thereof.

1. **OPENING CEREMONIES at noon on Monday, July 1st.** Please come and march in with the South Glengarry Pipe Band around Smithfield Park join the impromptu group in the singing of Oh Canada.
We invite the honourable Mayor Frank Prevost to say a few words of welcome.
2. **AN OPTIMISTIC CHALLENGE! GET DUNKED FOR CHARITY!** We have rented a dunk tank for Canada Day and would like to invite **Frank Prevost, Lyle Warden, the other councillors, Township leaders and city staff to volunteer** for a stint in the dunk tank. Funds raised will go directly to the development and maintenance of Smithfield Park. Shy in a bathing suit? Why not gussy it up to be the wildest outfit possible, complete with bathing cap, diving mask and snorkel!

If you are unable to commit to the entire day, any portion of it would be appreciated. We look forward to hearing from you!

Thank you for your consideration!

Heather Taylor-Hanna

Canada Day Chair,

on behalf of the The Optimist Club of Lancaster & Smithfield Park Committee*

E: htaylor67@gmail.com

T: 613-347-7585

***Committee members include:**

Marilyn Lebrun (marlheronbay@hotmail.com), Michelle McMillan (michelleowenmcmillan@gmail.com), Derek, Jasper & Riley Leroux (lerouxboys123@hotmail.com), Lauri Corbet (lauri@dcis.ca), Kendra Macintosh (macintosh.k@sympatico.ca), Anne Donkers (anne_donkers@hotmail.com), Shaun St. Pierre (shaunstpierre@hotmail.com), Shannon & Gage Desgroseilliers (shannon660@hotmail.com); Heather Taylor-Hanna (htaylor67@gmail.com); Mike Gagnon & Carolyn Hersey; Shannon Sinnott; Glenn Patton; Debbie Robertson; Julie Warden; Julie Keusch & Will Sunday.



Optimist Club of Lancaster

Optimist Club of Lancaster

Club # 47569

19988 Loyalist Road

Williamstown, ON K0C 2J0

EVENT: CANADA DAY – Monday, July 1st, 2019

DIGNITARY INVITATION (& CHALLENGE)!

SIGN UP SHEET

NAME	OPENING CEREMONIES Noon – 1PM	OLC (dunk for charity) ½ hour, 1PM – 5PM

Please return this form to Heather, Canada Day Chair,
on behalf of the Canada Day Organising Committee & The Optimist Club of Lancaster
E: htaylor67@gmail.com - T: 613-347-7585

Annual Ceremonial Review

30th Anniversary



On behalf of the Commanding Officer, the Squadron Sponsoring Committee, the staff, and the cadets of 253 Claude Nunney VC Royal Canadian Air Cadet Squadron, you are cordially invited to attend their Annual Ceremonial Review

Tuesday 28 May 2019

Char-Lan Recreation Centre
Williamstown, ON
19740 John Street

Seating 6:15pm

Parade commences: 6:30pm

Light reception to be held at the Royal Canadian Legion,
Branch 544, Lancaster, following the parade

Dress: Military 1A
Civilian Formal

Council News

United Counties of Stormont, Dundas and Glengarry

April, 2019

County Strategic Priorities:

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

Upcoming Events:

**Council Meeting -
May 21, 2019**

**Warden's Golf
Tournament
July 19, 2019**

United Counties of SDG
26 Pitt Street
Cornwall, ON K6J 3P2
P: 613.932.1515
F: 613.936.2913
W: www.sdgcounties.ca

Disclaimer

This newsletter is provided for information only and is not considered an official Council document. For complete motions and reports please contact the County Clerk.

Helen Thomson
County Clerk
613-932-1515 x 203
hthomson@SDGcounties.ca

Presentations

Rhonda Boutz, South Nation Conservation, presented the Annual Report for the SDG County Forests.

Director of IT St. Onge and Dave Robertson, Fire Chief, Township of South Glengarry presented information and challenges of the Radio Communication and Paging Network systems in Stormont, Dundas and Glengarry.

Retirement Recognition



Council recognized Vanessa Metcalfe, Director of Financial Services on her upcoming retirement. "Vanessa is a highly professional, dedicated and loyal employee who left an important mark not only on the County, but the entire municipal sector", stated CAO Simpson.

Financial Reports

Council authorized the transfer of \$725,000 received in Provincial funding to a 'Service Delivery Reserve', with options for specific use to be discussed at a subsequent meeting.

Council approved the 2019 Excluded Expenses Report as required under Ontario Regulation 284/09.

Council authorized payment of \$22,681.27 (Resource Stewardship Project Reserve) to the SDG Chapter of the Ontario Woodlot Association.

Tenders

Microsurfacing - Joint Tender With Leeds Grenville - Miller Paving Ltd. - \$367,496.10

Hot Mix - Joint Tender East - Cornwall Gravel Co. Ltd. - County - \$4,223,872.50
North Glengarry - \$466,850.

Hot Mix - Joint Tender - West - Cornwall Gravel Co. Ltd. - County - \$2,894,699.
South Stormont - 198,915.

Cracksealing - Joint Tender - Northern Contracting & Maintenance (Sault) Ltd. - County - \$207,100.
South Stormont - \$10,900.

Shoulder Spreader Attachment - Cubex Ltd. - \$74,644.10
plus additional options - \$3,750.

Cold in Place Recycling - Miller Paving Limited - \$1,962,519.97

Corrugated Steel Pipe - Joint Tender - E S Hubbell & Sons Ltd. County - \$76,672.64
North Stormont - \$22,985.70
South Stormont - \$58,957.83
South Glengarry - \$11,095.38

Crysler Bridge Rehabilitation - Bids Refused

Guiderail - Peninsula Construction Inc. - \$294,227.50



Council News

United Counties of Stormont, Dundas and Glengarry

April, 2019

STAY

DISCOVER

GROW

REGIONAL INCENTIVES PROGRAM

- Provides financial incentives to local businesses, non-profit, and quasi-municipal organizations
- To develop projects that create jobs
- Increases assessment
- grows our economy



Community Safety and Well-Being Plans

Council passed a resolution expressing concern regarding the requirement for municipalities to develop and implement Community Safety and Well-being Plans by 2021 and supported the position of the Eastern Ontario Wardens' Caucus and Association of Municipalities on the matter. Council also agreed to collaborate with the City of Cornwall in the development of a Regional Community Safety and Well-Being Plan and appointed Councillor Williams as the County representative on the Committee.

IT Services Coordinator

Council approved the job description, salary classification for the position of 'IT Services Coordinator' and authorize staff to commence the recruitment process for the position.

Joint Funding Application

Council supported the joint funding application from SDG and the Municipality of South Dundas to the 'Investing in Canada Infrastructure Program' for the rehabilitation of County Road 2 and associated local infrastructure improvements.

By-laws

By-law No. 5193 - to adopt Policy No. 1-34, a Council-Staff Relation Policy.

By-law No. 5194 - to adopt revised Policy No. 1-18, a Tangible Capital Assets Policy and adopt Policy No. 1-33, a Strategic Asset Management Policy.

By-law No. 5195 - to authorize an agreement with Promark-Telecon Inc. for underground utility locates.

By-law No. 5196 - to adopt Amendment No. 1 to County Official Plan (Wellings of Winchester)

By-law No. 5197- to adopt, confirm and ratify

Key Information

Nick Seguin, Tourism Coordinator, provided Council with an update on the Regional Incentives Program.

CAO Simpson provided information on an Emergency Management Workshop scheduled for June 13, 2019 for senior and elected officials.

Information was also provided on Credit Card fees, update on Official Plan appeal, road tour and donation to the Dundas County Archives.



April 30, 2019

To: Heads of Council
All Ontario Municipalities

From: Dan Mathieson
Chair, MPAC Board of Directors

Subject: **2018 Annual Report**

The Municipal Property Assessment Corporation's (MPAC) [2018 Annual Report](#) is available for your information.

This document has been prepared as required by the *Municipal Property Assessment Corporation Act*. The report is also being provided to the Premier, Minister of Finance, Members of Provincial Parliament and the Association of Municipalities of Ontario.

Our Annual Report provides an overview of our operational and financial performance over the year including highlights of our 2017-2020 Strategic Plan.

Should you have any questions regarding the report, please do not hesitate to contact me at 519 271-0250, extension 234 or Nicole McNeill, President and Chief Administrative Officer, at 905 837-6166.

If you would like a detailed copy of MPAC's Financial Statements for the Year Ended December 31, 2018, please contact Mary Meffe, Vice-President, Corporate and Information Services and Chief Financial Officer, at 289 539-0306.

Yours truly,

Dan Mathieson
Chair, MPAC Board of Directors

Attachment

Copy Municipal Chief Administrative Officers and Clerks
Nicole McNeill, President and Chief Administrative Officer, MPAC
Mary Meffe, Vice-President, Corporate and Information Services and Chief Financial Officer, MPAC

The Corporation of the Municipality of Brockton - Council Meeting

Agenda Number: 6.1
Number: 19-08-05
Title: Motion on Bi-Lateral "Investing in Canada Infrastructure Program"
Date: Tuesday, March 26, 2019

Moved By:

Seconded By:

Whereas The Municipality of Brockton believes that building modern infrastructure is important, and that good quality infrastructure supports job creation and helps attract businesses and residents to our community and communities across the Province of Ontario; and

Whereas Recreation Infrastructure is one of the most important core investments that can be made into the prosperity, health, and security of urban and rural communities; and

Whereas the need for infrastructure renewal projects far exceeds the capital available in municipalities for investment in Recreation Infrastructure; and

Whereas Recreation Infrastructure is often put to the bottom of the list, as other infrastructure takes priority; in fact, there has not been a meaningful Recreation Infrastructure program since 2008; and

Whereas the Province of Ontario places long term borrowing restrictions on Municipalities; and

Whereas Brockton does not have the borrowing capacity to fund these large scale projects; and

Whereas some Municipalities do have the capacity to fundraise and borrow to 1/3 of project costs but rely on other levels of Government for remaining partnership funding; and

Whereas, while the Municipality of Brockton welcomes the inclusion of Recreation Infrastructure funds through the Gas Tax Fund, it is apparent that Gas Tax Funds alone are not sufficient to support large scale Recreation Infrastructure projects; and

Whereas the Municipality of Brockton agrees with both Parks and Recreation Ontario and with the Association of Municipalities of Ontario that the infrastructure gap will continue to grow, especially once all of the municipal asset plans are completed; and

Whereas both the Federal and Provincial Government could leave a positive and lasting impact on rural communities by helping municipalities to renovate or build new Recreation Facilities, and in the process create cost savings to our health system. After all, health is a Provincial expense, and as citizens live healthier lifestyles and maintain healthy bodies, this leads to less frequent visits to doctors' offices, hospital emergency departments and rehabilitation centres, and consequently less costs towards medical costs; and

Whereas in 2016 the Federation of Canadian Municipalities study found that nearly half of all types of sport and recreation facilities in Canada are in fair or poor condition, with a replacement value of \$23 billion across Canada; and

Whereas in Ontario, the replacement value for aging pools, arenas and community centres in fair or poor condition in Ontario is estimated to be \$6 billion (Parks and Recreation Ontario); and

Whereas the Province of Ontario has endorsed the Framework for Recreation in Canada 2015: Pathways to Wellbeing; and that the vision for the Framework is "a Canada where everyone is engaged in meaningful, accessible recreation experiences..." and that the first goal of the Framework is that governments should enable participation in physically active recreation; and

Whereas the Framework for Recreation in Canada has as priority 4.3 as follows: "Enable communities to renew Recreational Infrastructure as required and to meet the need for green spaces by securing dedicated government funding at all levels.... for the necessary development, renewal and rehabilitation of facilities and outdoor spaces"; and

Whereas through the Investing in Canada Plan, the Government of Canada is investing over \$180 billion over 12 years in Infrastructure projects across Canada with these investments being made by 14 Federal Departments and Agencies; and

Whereas the Governments of Canada and Ontario signed a bi-lateral agreement on March 14, 2017 and created the "Investing in Canada Infrastructure Plan"; and be it resolved that the Council of the Municipality of Brockton requests that the Government of Canada and the Province of Ontario move forward with accepting applications for funding agreed to by the Governments of Canada and Province of Ontario under the "Investing in Canada Infrastructure Program" to help address the Recreation and Culture Capital Infrastructure deficit that currently exists across Canada; and

Further, that this resolution and background Council Report be forwarded to all Ontario Municipalities, Provincial and Federal Government's, local MP's and MPP's, Parks and Recreation Ontario, and the Association of Municipalities of Ontario, requesting their support.

Carried

Tied, Defeated

Defeated

Tabled

Mayor - Chris Peabody



April 16, 2019

Below is a copy of a Resolution adopted by Brantford City Council at its meeting held March 26, 2019. In keeping with City Council's direction, a copy is being distributed to other municipalities in the Province of Ontario.

C. Touzel
City Clerk

RESOLUTION

6.1 Single-Use Plastic Straws

WHEREAS section 8(1) of the *Municipal Act, 2001* requires that the powers of a municipality are to be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues; and

WHEREAS section 8(3) of the *Municipal Act, 2001* permits the municipality to pass by-laws under section 10 and 11 which: regulates or prohibits the matter; and to require persons to do things respecting the matter; and

WHEREAS section 10(2) of the *Municipal Act, 2001* permits single-tier municipalities to pass by-laws respecting the following matters: economic, social and environmental well-being of the municipality, including respecting climate change; and

WHEREAS the Council of The Corporation of the City of Brantford wishes to consider regulating or prohibiting the sale and distribution of single-use plastic straws in the municipality in order to reduce: (a) littering; (b) the impact on landfills; (c) the impact on sewers; and (d) the contribution to climate change;

NOW THEREFORE BE IT RESOLVED THAT City Staff BE DIRECTED to:

1. Analyze the impacts of single-use plastic straws in the municipality; and how to reduce those impacts through the regulation and prohibition of single-use plastic straws;

2. Consult with the public and impacted industries, including but not limited to:
 - i. Retail Stores;
 - ii. Restaurants;
 - iii. Manufacturers and Distributors, as applicable;
 - iv. Chamber of Commerce;
 - v. Brantford Accessibility Advisory Committee; and
 - vi. Brantford Environmental Policy Advisory Committee;
3. THAT City Staff REPORT BACK to Council on the results of their analysis and consultation; along with a process, including timelines, to:
 - a. In the first phase, regulate the sale and distribution of single-use plastic straws, taking into account existing inventories and the sourcing of alternate suppliers; and
 - b. In the final phase, prohibit the sale and distribution of single-use plastics straws.
4. THAT a copy of this resolution BE FORWARDED to the MP and MPP Brantford-Brant, the Association of Municipalities of Ontario (AMO), the Federation of Canadian Municipalities (FCM) and other municipalities in the Province of Ontario.

The Council of the Town of Minto met on April 16, 2019 to consider the above noted item and passed the following motion:

MOTION: COW 2019-069

Moved by: Councillor Elliott; Seconded by: Councillor Anderson

Whereas the Provincial government announced it was conducting a review of the Ontario Municipal Partnership Fund (OMPF), which provides annual funding allotments to municipal governments to help offset operating and capital costs; and

Whereas Municipalities were further advised that the overall spending envelope for the program would decrease having a significant impact on future budgets and how funds are raised by Municipalities as funding will be reduced by an unspecified amount; and

Whereas if allocations to municipalities are reduced, Councils will need to compensate with property tax increases or local service reductions; and

Whereas, the 2018 Town of Minto allocation was \$1,630,700 which is equivalent to 33.96% of the Town's municipal property tax revenue; and

Whereas the Town of Minto prides itself on efficient and value for money practices every day;

And Whereas, a 33.96% increase in the municipal property tax rate would increase the municipal component of property taxes paid for an average household by \$403 per year;

Now therefore be it resolved that although an interim payment has been received, Council of the Town of Minto expresses grave concern with the potential reduction and/or loss of the OMPF allotment in future years;

And Further, Council petitions the Provincial government to complete the OMPF review in an expeditious manner as future financial consideration ensures municipal sustainability;

And furthermore, that this resolution be circulated to the Premier, Ministers of Finance, Municipal Affairs and Housing, our local MPP and all Ontario municipalities for their endorsement and support.

371 Weslemkoon Lake Road
Box 436, R.R. #2
GILMOUR, ON K0L 1W0
clerk@tudorandcashel.com
www.tudorandcashel.com



LIBBY CLARKE, REEVE
BERNICE CROCKER, CLERK-TREASURER
613-474-2583 (Phone)
613-474-0664 (Facsimile)

THE CORPORATION OF THE TOWNSHIP OF TUDOR AND CASHEL

RESOLUTION

TOWNSHIP OF TUDOR AND CASHEL

APRIL 02, 2019

RESOLUTION NO: 2019 - 090

MOVED BY: NOREEN REILLY

SECONDED BY: RONALD CARROLL

WHEREAS hydro is essential for all individuals and the cost to receive hydro should not be so excessive that individuals cannot afford it;

AND WHEREAS the cost for service delivery for hydro should be affordable to all individuals;

AND WHEREAS the Hydro One invoices received over the last few months for the Township of Tudor and Cashel have indicated that 46% to 56% of the total cost has been related to service delivery fee;

AND WHEREAS the Township of Tudor and Cashel believes the cost for service delivery is not affordable to the Township or its residents;

AND WHEREAS the Township of Tudor and Cashel believes that Hydro One and the Ontario Energy Board should review its plans regarding delivery service to ensure that the cost of service delivery is fair to everyone;

NOW THEREFORE BE IT RESOLVED, THAT a copy of this motion be circulated to Hydro One, Daryl Kramp, MPP Hastings-Lennox & Addington, the Hon. Doug Ford, Premier of Ontario, Ontario Energy Board, all municipalities and the Association of Municipalities of Ontario.

Carried: LIBBY CLARKE, HEAD OF COUNCIL

UNFINISHED BUSINESS REPORT
Presented to Council May 6, 2019

INFRASTRUCTURE SERVICES					
No.	Item	Date Added	Expected Completion	Status	Update
1.	Fairview Rd Extension	JAN 2016	Spring 2019	Ongoing	-Report will be prepared for the May 21 st Council Agenda
2.	Docks on Township Property	JAN 2016	Summer 2019	Ongoing	-No Update
3.	Fire Protection Ponds	MAY 2016	Spring 2019	Ongoing	-Consultant finalizing design for Richmond Road pond. -Will be meeting with new owners for Midway. -Fencing and signs to be completed in May.
4.	Municipal Servicing from City of Cornwall	MAY 2016	Spring 2019	Ongoing	-Meeting with City of Cornwall CAO on May 3 rd .
5.	Private Roads (development of document)	FEB 2017	Fall 2019	Ongoing	-No Update
6.	Glen Walter Surplus Lots	MAY 2018	MAY 2019	Complete	-Completed
7.	Williamstown Garage & Fire Hall	MAY 2018	OCT 2019	Ongoing	-Issuing tender in May
8.	Fleet Management / Outside Services Review	MAR 2019	MAY 2019	Ongoing	-Report will be prepared for the May 21 st Council Agenda.
9.	LED Streetlights (Glen Walter)	MAR 2019	June 2019	Ongoing	-Setting up a meeting with Cornwall Electric in May
10.	Andrea Ave. Traffic Concerns	APR 2019	TBD	Ongoing	-No Update

11.	Bill C-68 Info Update	APR 2019	TBD	Ongoing	-No Update
COMMUNITY SERVICES					
12.	Parking – Village of Lancaster	MAY 2018	Summer 2019	Ongoing	-Will move forward upon approval of budget.
13.	Zoning By-law Review (Fencing)	NOV 2018	MAY 2019	Complete	-Staff Report on May 6 th agenda.
14.	Natural Gas/Internet Survey/Connectivity Committee	DEC 2018	TBD	Ongoing	-Natural gas/Internet questions to be included in BR&E Survey. -Working on establishing terms of reference for Committee.
CORPORATE SERVICES					
15.	Strategic Planning Survey	APR 2019	Summer 2019	Ongoing	-Online survey under development
16.	Upper Canada Academy Abatement	JAN 2019	MAY 2019	Complete	-Staff Report on May 6 th Agenda
17.	Review of Water Rates	APR 2019	JUNE 2019	Ongoing	-Will complete a report by end of June once Year End is wrapped up.
FIRE SERVICES					
18.	Lancaster Fire Hall Generator Purchase	DEC 2018	Spring 2019	Ongoing	-Will move forward upon approval of budget.

SG-M-19

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY
BY-LAW 31-2019
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 May 6, 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 6TH DAY OF MAY, 2019.***

MAYOR: CLERK: