

**TOWNSHIP OF SOUTH GLENGARRY
REGULAR MEETING OF COUNCIL
Council Chambers, Municipal Office
Monday, April 6, 2020 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](#)

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5. APPROVAL OF MINUTES

a) [Previous Meeting Minutes - March 16, 2020](#)

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b) [Special Meeting - March 15, 2020](#)

8 - 9

6. PRESENTATIONS AND DELEGATIONS

7. NEW BUSINESS

a) **Staff Reports**

i. [Public Works Facility Location Study Peer Review - E. MacDonald](#)

10 - 56

ii. [William Street Reconstruction Tender - E. MacDonald](#)

57 - 59

iii. [Second Reading- Proposed Clean Yards By-Law - V. Brunet](#)

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iv. [Proposed Fence By-Law - V. Brunet](#)

85 - 107

v.	<u>Appointment of Deputy Fire Chief - D. Robertson</u>	108 - 110
vi.	<u>To Amend the Approved Site Plan Control Agreement for Karen and John Warden - J. Haley</u>	111 - 129
b)	Other Business	
c)	Committee Reports	
d)	For Information Only	
i.	<u>Corporate Services - Impact of COVID</u>	130 - 133
ii.	<u>CIP 2020 Update</u>	134
iii.	<u>Letter - Thank You from Williamstown Santa Claus Parade</u>	135
iv.	<u>Notice - Line Fences Act</u>	136 - 137
v.	<u>Resolution - Supporting 100% Canadian Wines Excise Exemption (Grey County)</u>	138 - 139
vi.	<u>Resolution - Support for Conservation Authorities (Sault Ste. Marie)</u>	140 - 141
vii.	<u>Consent Summary 2020</u>	142 - 143
viii.	<u>Consent Application B- 23-20</u>	144 - 146
ix.	<u>Notice of Consent Decision</u>	147 - 152
8.	UNFINISHED BUSINESS	
a)	<u>Unfinished Business Listing - April 6, 2020</u>	153 - 154
9.	CLOSED SESSION	
10.	CONFIRMING BY-LAW	
a)	<u>Confirming By-law 21-2020</u>	155
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 MARCH 16, 2020

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

STAFF PRESENT: CAO Tim Mills, Clerk Kaylyn MacDonald, GM Community Services Joanne Haley, GM Corporate Services Lachlan McDonald

1. CALL TO ORDER

Resolution No. 91-2020

Moved by Councillor McDonell

Seconded by Councillor Lang

BE IT RESOLVED THAT the Council Meeting of the Township of South Glengarry now be opened at 7PM.

CARRIED

2. O CANADA

3. APPROVAL OF AGENDA

Resolution No. 92-2020

Moved by Councillor Jaworski

Seconded by Councillor McDonell

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

Items from New Business withdrawn from agenda

- 7.a)iii. Council Per Diem
- 7.a)iv. Second Reading Proposed Clean Yards By-law
- 7.a)v. Proposed Fence By-law

Items moved to Other Business

- 7.d)i. Letter- Martintown Cenotaph Project Team Request for Approval
- CARRIED

4. DECLARATION OF PECUNIARY INTEREST - None

5. APPROVAL OF MINUTES

a) Previous Meeting Minutes March 2 2020

Resolution No. 93-2020

Moved by Councillor Lang

Seconded by Councillor Jaworski

BE IT RESOLVED THAT the Minutes of the Regular Meeting of the Council of the Township of South Glengarry held on March 2nd, 2020 be adopted as circulated.

CARRIED

b) Special Meeting Minutes March 3 2020

Resolution No. 94-2020

Moved by Councillor McDonell

Seconded by Councillor Lang

BE IT RESOLVED THAT the Minutes of the Special Meeting of the Council of the Township of South Glengarry held on March 3, 2020 be adopted as circulated.

CARRIED

6. PRESENTATIONS AND DELEGATIONS

A delegation by Chris Bourgon and Riswan Mustafa was cancelled.

7. NEW BUSINESS

a) Staff Reports

i) Sale of Surplus Land - Lancaster Heights

Resolution No. 95-2020

Moved by Select One

Seconded by Select One

BE IT RESOLVED THAT Staff Report 34-2020 be received and that By-law 14-2020, being a by-law to approve the sale of land legally described as PT LT 5 CON 9 LANCASTER PT 8 14R3037, South Glengarry be read a first, second and third time, passed signed and sealed in open Council this 16th day of March, 2020 and furthermore that the Deputy Mayor and Deputy Clerk be authorized to sign all related documents.

CARRIED

ii) 2019 Council Remuneration and Expenses

Resolution No. 96-2020

Moved by Councillor Lang

Seconded by Councillor Jaworski

BE IT RESOLVED THAT Staff Report 35-2020 be received and that the presentation of the Statement of Remuneration for 2019 be acknowledged.

CARRIED

iii) MacPherson Site Plan Control Agreement

Resolution No. 97-2020

Moved by Councillor McDonell

Seconded by Councillor Jaworski

BE IT RESOLVED THAT Staff Report 39-2020 be received and that the Council of the Township of South Glengarry approves By-Law #15-2020, and the Site Plan Control Agreement for the property legally described as Part of Lot 13, Concession 1 Front in the geographic Township of Charlottenburgh, now in the Township of South Glengarry, County of

Glengarry, also known as 19180 County Road 2 and authorizes the Mayor and Deputy Clerk to execute the Site Plan Control Agreement.

CARRIED

iv) Primeau Site Plan Control Agreement

Resolution No. 98-2020

Moved by Councillor Jaworski

Seconded by Councillor McDonell

BE IT RESOLVED THAT Staff Report 40-2020 be received and that the Council of the Township of South Glengarry approves By-Law 16-2020 and the Site Plan Control Agreement for the property legally described as Part of Lot 24, Concession 1 Front in the geographic Township of Charlottenburgh, now in the Township of South Glengarry, County of Glengarry, also known as 18622 Prevost Point Road and authorizes the Mayor and Deputy Clerk to execute the Site Plan Control Agreement.

CARRIED

v) Riverview North Draft Plan of Subdivision Approval

Resolution No. 99-2020

Moved by Councillor Lang

Seconded by Councillor McDonell

BE IT RESOLVED THAT the Council of the Township of South Glengarry recommends to the United Counties of Stormont, Dundas and Glengarry Manager of Planning to issue draft plan approval of Riverview North Subdivision subject to the conditions as requested by the Township, located in Glen Walter and legally described as Part of Lot 14, Registered Plan No. 101, geographic Township of Charlottenburgh, now in the Township of South Glengarry., County of Glengarry. The proposed draft plan conditions representing the requirements of the Township of South Glengarry only can be found attached to this report. The Council of the Township of South Glengarry carefully considered the comments from the public however these comments did not negatively impact the decision of the Council to recommend approval.

CARRIED

b) Other Business

i) Letter - Martintown Cenotaph Project Team Request for Approval

Resolution No. 100-2020

Moved by Councillor McDonell

Seconded by Councillor Jaworski

BE IT RESOLVED THAT Council directs administration to prepare a letter of support to authorize the Martintown Cenotaph Project Team to fundraise to erect a cenotaph in Kenneth Barton Sr. Park.

CARRIED

Resolution No. 101-2020

Moved by Councillor Lang

Seconded by Councillor Jaworski

BE IT RESOLVED THAT the Council of the Township of South Glengarry

accepts the items presented on the agenda as Committee Reports and For Information Only.

CARRIED

c) Committee Reports

- i) Landfill Advisory Committee September 16, 2020 Minutes
- ii) Cornwall Regional Airport Commission Minutes - January 8, 2020

d) For Information Only

- i. Statement of Revenues and Expenses _ February
- ii. Consent Summary
- iii. Consent Decisions
- iv. Notice - Provincial Policy Statement 2020
- v. Notice - Ministry of the Environment Conservation and Parks Final Batteries Regulation O. Reg. 30_20
- vi. Resolution - Support Twp of Puslinch on AMOs Bill 132 position (West Nipissing)
- vii. Resolution - Supporting Conservation Authorities (Town of Ajax)

e) UNFINISHED BUSINESS

- a. Unfinished Business Listing - March 16, 2020

f) CLOSED SESSION

g) CONFIRMING BY-LAW

Resolution No. 102-2020

Moved by Councillor Lang

Seconded by Councillor McDonell

BE IT RESOLVED THAT By-law No. 17-2020 to adopt, confirm and ratify matters dealt with by resolution, be read a first, second and third time, passed signed, and sealed in Open Council.

CARRIED

h) ADJOURNMENT

Resolution No. 103-2020

Moved by Councillor Jaworski

Seconded by Councillor McDonell

BE IT RESOLVED THAT the Council of the Township of South Glengarry adjourn to the call of the chair.

CARRIED

Mayor

Clerk

MINUTES

THE SPECIAL MEETING OF THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY WAS HELD IN THE AFTERNOON AT THE TOWNSHIP OFFICE, LANCASTER ON MARCH 16, 2020

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

REGRETS: Mayor Frank Prevost

STAFF PRESENT: CAO Tim Mills, Clerk Kaylyn MacDonald, GM Corporate Services Lachlan McDonald, Deputy Fire Chief Rock Rozon, Assistant Deputy Fire Chief James Walker, Communications Coordinator Meggin Roberts, Director of Recreation and Facilities Rick Ladouceur.

1. CALL TO ORDER

Resolution No. 87-2020

Moved by Councillor Jaworski

Seconded by Councillor Lang

BE IT RESOLVED THAT the Special Meeting of the Township of South Glengarry now be opened at 4:03PM.

CARRIED

2. APPROVAL OF AGENDA

Resolution No. 88-2020

Moved by Councillor McDonell

Seconded by Councillor Jaworski

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

CARRIED

3. DECLARATION OF PECUNIARY INTEREST - None

4. NEW BUSINESS

a) COVID19 Community Response

CAO Mills advised Council that he was directing that the municipal office in Lancaster close to the public effective Monday morning. Council discussed how the closure may affect residents wishing to pay interim taxes in the office. The Treasurer, Lachlan McDonald, outlined other options available for residents to make payments and explained the discretion afforded to the Treasurer to waive interest.

Resolution No. 89-2020

Moved by Councillor Lang

Seconded by Councillor Jaworski

BE IT RESOLVED THAT the Council of the Township of South Glengarry hereby amends By-law 02-2020 to postpone the first installment of the interim tax levy from March 31st, 2020 to April 30, 2020

5. ADJOURNMENT

Resolution No. 90-2020

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 5:12pm.

CARRIED

Mayor

Clerk



STAFF REPORT

S.R.43-2020

PREPARED BY: Ewen MacDonald, GM Infrastructure Services

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: April 6, 2020

SUBJECT: Public Works Facility Location Study Peer Review

BACKGROUND:

1. The Township is reviewing options for a new Public Works Facility and commissioned a Report from EVB Engineering on the location for the new building.
2. EVB completed their report and provided their Findings and Recommendations at the August 6th, 2018 Council Meeting. A copy of their presentation and the full EVB Report are appended.
3. There has been much discussion on this project over the past couple of years as this is a significant investment and Council needs to feel confident that they select an optimal location of the new facility to serve the needs of the Roads Division for today's operational requirements and for the future.
4. Administration approached the United Counties of Stormont, Dundas & Glengarry to review the EVB Report and provide comments and recommendations.
5. The EVB Report was reviewed by the Benjamin de Haan, Director of Transportation and Planning and Trevor Baker, Manager of Operations and their report (appended) was completed and received on March 10, 2020.

ANALYSIS:

6. The Scope of Work for the EVB Study included the evaluation of the following two options:
 - 1) Construct one centrally located facility to service the entire Municipality.



- 2) Continue operating two facilities (maintain North Lancaster garage and build a new facility).

The analysis of this option additionally considered three sub-options:

- a) Do nothing (maintain existing facility in Williamstown);
- b) Construct a new facility at a 'west' centralized location;
- c) Construct a new facility at Airport Road (where the existing salt storage facility is located)

7. The County Peer Review agrees with the EVB report findings which concluded that the Williamstown facility should be relocated to the Airport Road site and provides details as to their analysis and conclusions to continue to operate from the existing North Lancaster Site and to construct a new Public Works Facility at the Airport Road Site.
8. A Comprehensive Route Optimization Study is recommended to determine if there is any benefit to deploying the entire winter operations from the Airport Road Site, but Council may consider this only when the North Lancaster site has reached the end of its Service Life.
9. The design of the New Public Works Facility could accommodate the entire winter fleet in the future should the decision be made to deploy from the Airport Road Location.
10. It should also be noted that in the current COVID-19 Pandemic, the Roads Crew have been split between the two current facilities so that they are not all reporting to one location. This provides further protection and isolation measures to prevent exposure and transmission of the virus and is a further reason to continue to operate from the two locations.
11. Based on these findings from both the EVB Report and the SDG Peer Review, Administration is recommending that the Township issue the Tender for a new Public Works Facility on Airport Road.

IMPACT ON 2020 BUDGET

12. The new Public Works Facility has been approved for 2020 with a Budget of \$1,320,000.00.
13. It would be timely to issue the tender as pricing should be very competitive with the current economic situation.



ALIGNMENT WITH STRATEGIC PLAN:

Goal 3: Invest in infrastructure and its sustainability

Goal 4: Strengthen the effectiveness and efficiency of our organization

RECOMMENDATION:

BE IT RESOLVED that Staff Report 43-2020 be received and that Council direct Administration to proceed with issuing the Tender for a new Public Works Facility to be located on Airport Road where the current Winter Material Facility is located.

A handwritten signature in black ink, appearing to read "T. Mills".

Recommended to Council for
Consideration by:
CAO – TIM MILLS



Township of South Glengarry

Municipal Garage Location Study

Review and Analysis of Report Prepared by EVB Engineering

Background

The Township of South Glengarry requested that SDG peer review the *Municipal Garage Location Study* completed by EVB Engineering. In authoring this review, SDG has assumed that the report completed by EVB was done in accordance with the agreed scope of work.

Based on SDG's understanding, the EVB report was commissioned as a result of a recommendation to convert the existing municipal garage located in Williamstown to a new fire hall; ultimately necessitating the construction of a new public works facility. Because of the significance associated with delivering efficient and cost-effective winter maintenance, it was deemed appropriate to review the impact of the location of a new facility on winter operations.

EVB identified and evaluated two options:

- 1) Construct one centrally located facility to service the entire Municipality.
- 2) Continue operating two facilities (maintain North Lancaster garage and build a new facility).
The analysis of this option additionally considered three sub-options:
 - a) Do nothing (maintain existing facility in Williamstown);
 - b) Construct a new facility at a 'west' centralized location;
 - c) Construct a new facility at Airport Road (where the existing salt storage facility is located).

A copy of the EVB Report and their analysis is included in Appendix A, attached.

The report was reviewed by Benjamin de Haan P.Eng (Director of Transportation and Planning), and, Trevor Baker, C. Tech. (Transportation - Manager of Operations).

Review Summary:

Report Findings

The County agrees with the report findings which concluded that the Williamstown facility should be relocated to the Airport Road site (Option 2C).

In addition to advantages identified within the EVB report, the County supports the Airport Road relocation based on the following:

- Although not 'centrally' located within the western portion of the Municipality, the Airport Road property is close to major transportation networks (Highway 401, County Road 2, County Road 27 and major residential areas), which will allow for rapid and efficient deployment of resources.



South Glengarry Municipal Garage Location Study County Peer Review

- There are many advantages to co-locating a garage with the Municipality's main salt storage facility, namely:
 - o Co-location provides the municipality with the ability to rapidly load/ unload salt and deploy operations from the same area;
 - o With equipment starting, returning and ending at a common locale, staff have greater operational flexibility to re-arrange routes to account for unexpected issues which may be encountered through the course of a response (breakdowns, accidents);
 - o Co-location with the salt storage facility provides improved safety and security for workers and resources;
 - o The salt storage facility is a newer asset for South Glengarry, and, co-location provides greater opportunity to maximize its use.
- Considering that the North Lancaster site is understood to be in good overall condition, it makes sense to continue to base the municipality's easterly operations from this facility. Years of salt storage and other historical practices associated with road-related operations can have a negative environmental impact on public work sites, which makes the marketability of these properties a challenge (if deemed surplus). It stands to reason that the Municipality should continue to use this facility until such time that it has reached the end of its service life.

Scope of Work Limitations within the Analysis of Alternatives:

In review of the analysis of alternatives within the EVB report, SDG noted the following:

Option 1 – One Central Municipal Works Garage

- The County agrees that the major advantage of this option is the gained efficiency of locating all operations out of a single facility;
- It is understood that developing cost estimates for property acquisition, facility construction and operations were not included as part of the scope of work. SDG offers that a cost analysis would be a beneficial evaluation criterion as part of an expanded scope of work;
- It is the County's view that the impact to staff response time to arrive at a shop should not have been an evaluation factor of this option. There are very few unpredicted winter events where supervisory staff would be unable to provide advance call-in notice to employees;
- Although it was noted that there was some impact to plow times for a centrally located facility, the County is unclear if the overall plowing frequency would be impacted (e.g. although some plow return times were increased, the number of 'rounds' per day was unchanged);
- It is not uncommon for multiple deliveries to occur to a salt storage depot through the winter months, and, there is common tender wording which can mitigate against price increases for mid-season deliveries. The major advantage of having a properly sized facility is to be able to accommodate unloading under cover to avoid exposure to poor weather conditions;
- It is the County's opinion that modern plow equipment is not negatively impacted by being loaded and parked. Corrosion will become a factor if the truck is loaded with salt for a significant length of time (which is a possibility with one centrally located facility and a separately located salt storage facility).



Option 2 – Two Separate Municipal Works Garages

- Based on the information provided within the report and SDG's experience with winter operations, the County concurs that locating a new municipal works garage on Airport Road is the preferred option for South Glengarry;
- It is the County's view that the impact to staff morale and response time should not have been an evaluation factor in the consideration of this alternative. The construction of a new public works facility with modern amenities may improve staff morale;
- The County submits that evaluating the impact to existing plow routes should not be a determining factor in the analysis of this alternative. The construction of a new facility provides the municipality with an opportunity to update and optimize the Township's plow routes;
- As noted above, the County contends that increased costs for mid-season salt deliveries should not be a consideration in the analysis of options;
- Although it is generally preferred to locate municipal works facilities outside of core residential areas, there are advantages to locating these facilities where there is access to services such as high-speed internet, natural gas, water, and sewers. It is recognized that finding a site with all of these services may not be feasible, and, it is noted that only high speed internet and natural gas are available in Williamstown;
- It is understood that generating cost estimates for property acquisition (option 2b only), facility construction and impact to operations were not included as part of the scope of work. SDG offers that a cost analysis would be a beneficial evaluation criterion as part of an expanded scope of work.

Areas for Further Investigation:

As noted above, SDG staff agrees with the findings of the EVB report. Prior to moving forward with the construction of a new public works facility at Airport Road; SDG is recommending that South Glengarry consider the following:

- The EVB report evaluated the impact of the move to Airport Road on existing plow routes. SDG would recommend that South Glengarry undertake a more comprehensive route optimization study to determine if there is an opportunity to improve the efficiency of routes as a result of the relocation;
- Considering the potential efficiencies gained as a result of consolidation to a single operations facility, an additional 'phase' of the plow route optimization study should evaluate the viability and impact of relocating all the plows to Airport Road (e.g. when the North Lancaster Yard has reached the end of its life);
 - o During this analysis, the County patrol garages in both Green Valley and St. Andrews can be identified as a base, or, for mid-route refilling (if required). Both Green Valley and St. Andrews have sufficient salt stockpile to support limited winter operations for local municipalities (salt loading, fuel and parking);



South Glengarry Municipal Garage Location Study
County Peer Review

- If the plow route optimization study does not alleviate concerns with relocating to Airport Road, a more comprehensive cost analysis be undertaken to compare the different options considered in the EVB report in order to validate that this approach is the most beneficial to the Township;
- SDG supports designing the Airport Road Garage so that it is sufficiently sized to accommodate the entire public works fleet. This approach will provide the municipality with flexibility and potentially allow for a future consolidation of winter operations when the North Lancaster Yard has reached the end of its service life.

Respectfully Submitted,

Benjamin de Haan, P.Eng.
Director of Transportation and Planning

Trevor Baker, C. Tech.
Manager of Operations

Appendix A: Township of South Glengarry Municipal Garage Location Study



Township of South Glengarry Municipal Garage Location Study

JOB#: 18012 | 04.07.2018
BY: EVB Engineering

208 Pitt Street, Cornwall
ON K6J 3 P6

613.935.3775
EVBengineering.com



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- APPENDIX A – Current Garage Locations
- APPENDIX B – Existing Plow Routes

1.INTRODUCTION

1.1 General

Recently, recommendations have been made to the Township of South Glengarry to convert the existing municipal garage in Williamstown to a new fire hall. By doing so, the Township will have to re-locate the existing equipment housed in the Williamstown Garage to a new facility. The Township of South Glengarry retained EVB Engineering (EVB) to complete a study on the proposed new building. Due to the geographic location of the Township, winter operations comprise a significant portion of the public works budget. A typical snow storm event requires clearing over 780 lane kilometers of Township roads. This is accomplished utilizing ten Township-owned snow plows. As such, the impact of the new building location on the winter operation was a major factor in the evaluation process.

1.2 Background

Currently, the Township of South Glengarry conducts its winter operations out of two municipal garages, whose locations can be seen on Figure 1 in Appendix A. The first garage is located in the village of Williamstown, while the second is located in the hamlet of North Lancaster. Table 1 provides the equipment currently housed at each facility.

Table 1: Current Winter Operations Equipment

Williamstown	North Lancaster
5 x Tandem Plow	3 x Tandem Plow
1 x Grader	1 Grader (spare)
1 x 4-tonne Plow	1 Backhoe
10 x full time staff	3 x full time staff (seasonal)
Fleet Maintenance	Salt/stone dust storage

2. PROCESS

2.1 Project Team

EVB project staff have considerable experience working within the Township of South Glengarry and neighboring municipalities throughout the past 20 years and is very familiar with the Township and its method of operation.

To supplement our company's team for this study, Mr. Jean Cousineau was retained to assist our group. Mr. Cousineau has over 30 years' experience in the Municipal winter maintenance field from his tenure at the City of Cornwall, and he provided valuable insight throughout the study.

2.2 Approach

At the onset of this study, EVB conducted a meeting with the Township of South Glengarry's Infrastructure and Roads departments to review current operations and potential locations for a new municipal garage. This meeting allowed EVB staff to gauge the Township's daily snow removal procedures and operational constraints.

At this meeting, it became apparent that the main predicament facing the Township is whether the municipal works operations should be housed out of one single facility or kept in two separate facilities. Therefore, for this study, two main options were evaluated:

Option #1

Construct one (1) centrally located Municipal Works Garage. It will house all the Township's equipment and will ultimately service the entire Township.

Option #2

Continue operating two separate Municipal Works Garage buildings by maintaining the existing building at the North Lancaster location and potentially establishing a new facility to service the south and westerly portion of the Township.

3. EVALUATION CRITERIA

At the onset of this study, Mr. Cousineau conducted site meetings with the Township of South Glengarry's Road Manager, Mr. Leblanc, to review the existing operations and verify the existing conditions of each plow route in the municipality. Existing plow routes were provided to EVB by the Township of South Glengarry. Geographic Information System (GIS) data was provided by the Counties of Stormont Dundas and Glengarry, which included the road networks, property lines, and all properties owned by the Township of South Glengarry.

The above information was compiled into a working set of drawings, which were used to determine the operational statistics of each route, as well as provide a general overview of the Township geography. The existing plow routes can be seen in Appendix B.

To effectively evaluate the two options outlined above, a set of criteria was developed to assess the alternatives and to assist in determining the preferred solution. This criteria includes:

- Impact on distance/time per route
- Land availability
- Proximity to residents
- Area available (opportunity for growth)

4.ANALYSIS OF ALTERNATIVES

4.1 Option # 1 – One Central Municipal Works Garage

Option #1 would consist of the Township constructing one new “central” building. This would combine the municipal works operation currently conducted out of both Williamstown and North Lancaster facilities.

The major advantage of this option is that there is only one garage to maintain, and all operations within the Township (summer and winter) can be conducted out of a single building. To proceed with this option, property acquisition would be required. This is a major disadvantage as the municipality does not currently own a centrally located parcel of land large enough for a combined Municipal Garage (10-12 truck bays). In addition to property acquisition, the other major disadvantages of this option include:

- Centrally located facility would increase travel distance of employees from the North Lancaster facility; meaning that the plows are delayed in getting on the roads during a storm event;
- While one central facility is ideal for maintenance, it will increase the plow times of roadways with high vehicular traffic in the Glendale, Glen Walter, and Summerstown areas;
- One central facility would require trucks to refill at the salt storage facility located on Airport Road. Trucks typically do two passes of a route in one shift, with a salt refill after one pass. The North Lancaster facility currently stores their own salt. Should one central facility be created, the North Lancaster routes would be adding a minimum of 1.5 hours of driving time to refill at Airport Road;
- When sizing the salt storage facility on Airport Road, it was only sized to accommodate the trucks that are currently dispatched from Williamstown. Although the salt storage facility located on Airport Road could be used for the entire Township, the advantages of the storage sizing would be negated by combining the operation (i.e. multiple deliveries during the winter);
- A combined central facility, away from the salt storage shed, would require trucks to be loaded with salt/stone dust overnight (inside the garage) ready to be deployed. Having a full load of salt sitting on the trucks inside overnight facilitates corrosion and negatively impacts the life expectancy of the vehicles; and
- The new facility would need to be significantly larger than if it was constructed to replace the Williamstown garage only, increasing the cost of the facility. Furthermore, based on the feedback from Township staff, the existing building in North Lancaster is in relatively good condition, requiring minor repair work to the roof in the next few years.

Based on the information listed above, we do not recommend this option as the disadvantages of one centrally facility outweigh the benefits.

4.2 Option # 2 – Two Separate Municipal Works Garages

Option #2 would consist of the Township operating municipal works out of two garages. The North Lancaster garage would remain in service. The Williamstown operation would remain or be re-located to a newly constructed garage to service the area it is currently servicing. A major disadvantage to this option is that the Township would be required to maintain two buildings. However, there are several advantages to carrying Option #2 forward; namely:

- Greatly reduced construction cost of a new facility, as the new facility would consist of approximately 7-8 truck bays instead of 10-12;
- Two facilities would ensure that many of the existing employees will continue to work in closer proximity to either garage. This would equate to higher morale, and ensuring the trucks are out on the roads as soon as possible during storm events;
- Option #2 would allow for salt/stone dust to continue to be stored in North Lancaster as well as Airport Road. This would maintain current route times and maximize plow efficiency;
- The salt storage facility located on Airport Road was sized to accommodate the fleet currently served by Williamstown's garage. As such, this would reduce the number of deliveries required and the related cost; and
- With separate facilities, snow clearing of high volume residential areas can be accomplished more efficiently during a storm event.

After various meetings to discuss the advantages and disadvantages with the Township's Infrastructure and Roads departments, Option #2 was put forward as the recommended alternative.

An evaluation was completed to determine whether the Williamstown operation would remain or be re-located. Three municipal garage location alternatives were selected for evaluation in this analysis and are described in the following three sections.

One criteria used to evaluate the potential locations is the impact the new location has on the distance and travel time of the routes. The existing plow routes are dynamic and are designed to typically be completed in 5-6 hours, allowing a snow plow operator to complete two passes in a single 14-hour shift (maximum allowable). To calculate the time of each route, plowing speeds of 40km/h and 15km/h were used for rural and residential areas, respectively. For each dead end encountered in a route, a 2-minute turnaround time was added. The calculated route times were verified with Mr. Leblanc and the Township's operations staff. The characteristics of the existing plow routes operated out of the Williamstown garage are summarized below;

Table 2: Existing Plow Routes out of Williamstown

Route	Rural Distance per Route (km)	Residential Distance per Route (km)	Total Plow Distance per Route (km)	Number of Turnarounds Per Route	Salt Per Route (tonnes)	Route Time (1 Pass)
#1 – Single Truck	0	43.4	43.4	29	3.9	5.5 hours
#2 – Tandem Truck	11.2	36.4	47.6	59	4.3	5.5 hours
#3 – Tandem Truck	61.4	37.6	99.0	39	8.9	6 hours
#5 – Tandem Truck	62.8	21.8	84.6	15	7.6	5 hours
#6 – Tandem Truck	110	0.0	110.0	14	9.9	4.5 hours
#9 – Tandem Truck	91.2	0.0	91.2	14	8.0	3.5 hours
#10 - Grader	0.0	70.8	70.8	10	0.0	5.5 hours

Three municipal garage location alternatives were selected for evaluation in this analysis and are described in the following three sections:

4.2.1 Option 2A: Do Nothing (Williamstown)

The “do nothing” alternative is a benchmark alternative which further defines the limitations of the existing conditions and provides a baseline comparison for the other alternatives. In this case, the option of not constructing a new municipal works garage does not address the issue facing the Township of South Glengarry as they have received recommendation to convert the existing garage into a new fire hall. Additionally, the ideal location for a municipal works garage would be outside of the residential core of Williamstown, where noise, dust, and other social impacts of the facility can be reduced in the village. Therefore, this is not the recommended option.

4.2.2 Option 2B: Centralized Location

As the North Lancaster operations are not considered in this option, the point deemed “central” in the section is not in fact central to the Township as a whole, but central to the Township should you exclude the land accessed out of the North Lancaster facility.

In this situation, the “central” point of the Township is considered MacGillivrays Bridge on Summerstown Road (County Road 27). From the GIS data provided by the Counties, the Township does not currently own any appropriately sized property near this central location, and property acquisition would be required.

When comparing the existing routes with the routes produced in Alternative 2B, no route appeared to have significant time savings. Furthermore, the main objective of snow removal operations is to clear the municipal roads in a timely manner to facilitate safe driving conditions for residents. While the MacGillivrays Bridge area may be “central” in a geographic sense, the majority of the Township’s citizens reside south of this location. Without re-configuring the routes, the existing times would be affected as follows;

Table 3: Approximate Existing Route Times with Re-Location (Option 2B)

Route	Current Route Time (1 Pass)	New Route Time (1 Pass)
#1 – Single Truck	5.5 hours	6.0 hours
#2 – Tandem Truck	5.5 hours	5.5 hours
#3 – Tandem Truck	6.0 hours	6.5 hours
#5 – Tandem Truck	5.0 hours	5.0 hours
#6 – Tandem Truck	4.5 hours	4.5 hours
#9 – Tandem Truck	3.5 hours	4.0 hours
#10 - Grader	5.5 hours	-
Routes 4,7, & 8 from North Lancaster Remain Unchanged	-	-

The proximity of the salt storage facility to this “central” location adds time to the existing routes during a storm event, as the plows must travel to the salt storage facility on Airport Road after one pass of their route (recall that the objective is two passes in a 14-hour shift). The route times above do not reflect the re-loading of salt. While routes 1, 3, and 9 show an increase in time with this relocation, it should be noted that EVB was instructed not to re-configure any routes as part of this study, and therefore we feel that route re-optimization would be required under Alternative 2B.

4.2.3 Option 2C: New Municipal Works Garage on Airport Road

A third alternative is to construct a new municipal works garage on Airport Road, adjacent to the newly constructed salt storage facility. The Township currently owns this land, and no property acquisition would be required. When analyzing the existing routes to this location, no routes appeared to create a time saving to the Township. However, as routes are dynamic, there is opportunity to reconfigure certain routes and create time savings in the residential areas of Glen Walter and Summerstown.

By not re-configuring any routes as a part of this study, and based off current routes, the route times would be affected as follows;

Table 4: Approximate Existing Route Times with Re-Location (Option 2C)

Route	Current Route Time (1 Pass)	New Route Time (1 Pass)
#1 – Single Truck	5.5 hours	5.5 hours
#2 – Tandem Truck	5.5 hours	5 hours
#3 – Tandem Truck	6 hours	6 hours
#5 – Tandem Truck	5 hours	5.5 hours
#6 – Tandem Truck	4.5 hours	5 hours
#9 – Tandem Truck	3.5 hours	3.5 hours
#10 - Grader	5.5 hours	-

Routes 5 and 6 (Martintown and Chapel Road areas) will be increased in time by approximately 15 minutes each way. Route 2 (Glen Walter and Summerstown area) will be decreased in time by approximately 15 minutes each way. Furthermore, the new route time for the grader is dismissed above in both Options 2B and 2C. The reason being is that it is recommended to keep the grader in Williamstown, creating no change in travel distance to the gravel roads located north of Williamstown. It should be noted that Option 2C has been reviewed with the Fire Department and they confirmed that the storage of the grader in Williamstown can be incorporated into the Fire Hall upgrades. While the time to complete one pass on the other routes remains essentially unchanged by this re-location, the routes are dynamic, and the roads staff are always seeking adjustments to improve efficiency, thus making it difficult to comment on specific times at this stage.

While the salt storage facility adjacent to the garage does not provide any time savings during salt re-filling between routes (in current conditions), it will provide a large benefit to the Township in maintenance cost of their snow removal fleet. By situating the new municipal garage beside the salt storage facility, the plows can load with salt on the morning of a snow event, prior to departing the facility. Currently, plows return to the salt storage shed at the end of their route and fill up with salt, sitting overnight, or until the next storm event, in the garage (Williamstown) with a full load of salt. This practice is not recommended because of the increased rate of corrosion and degradation to the equipment caused by the extended salt exposure.

5. CONCLUSIONS AND RECOMMENDATIONS

Based on the background data collected through this study, discussions with the Township's Infrastructure and Roads departments, and assumptions made by our project team, it was concluded that the continued operation of two municipal works garages is recommended. Furthermore, should the North Lancaster garage remain, and the existing Williamstown garage conversion to a Fire Hall proceed; the recommended location for a new municipal works garage is on Township property, on Airport Road.

While there are a few disadvantages with re-locating out of Williamstown, there are numerous advantages to the Township with the Airport Road Site. A highlight of some of these advantages include:

1) Land & Location:

- The proposed site is a large parcel of land that is currently owned by the Township. Thus, no property acquisition is required;
- The size of the land allows for future expansion of the works;
- Would not require re-zoning of the proposed property;
- Would fall under Schedule A of the Municipal Class Environmental Assessment and would therefore only require a public notice;
- It consolidates the municipal works facility and the salt storage shed. This will serve the existing Williamstown routes from one property;
- The proposed property provides flexibility for design, with roadway on two sides. This is ideal for overhead doors and service bays (drive through);
- The proposed site is located outside of a residential area, therefore noise and traffic caused by operations is more isolated from residents; and
- Proximity to the Highway 401 corridor.

2) Operation and Maintenance:

- With minimal route reconfiguration, it is anticipated that roadways with high vehicular traffic (Glen Walter and Summerstown) can be cleared more effectively in snow events, while others (Lancaster and Martintown) would see a negligible change in time. Note that this is assuming the grader remains in Williamstown.
- Having the plows operate at the same site as the salt storage shed permits the operators to properly clean and maintain the equipment at the end of each night. Furthermore, snow plow operators would not be required to preemptively load the trucks with salt, thus significantly reducing corrosion and degradation of the equipment.

In summary, it is recommended that the Township maintains their North Lancaster facility and constructs a new municipal works garage on the Airport Road site, adjacent to the existing salt storage building.

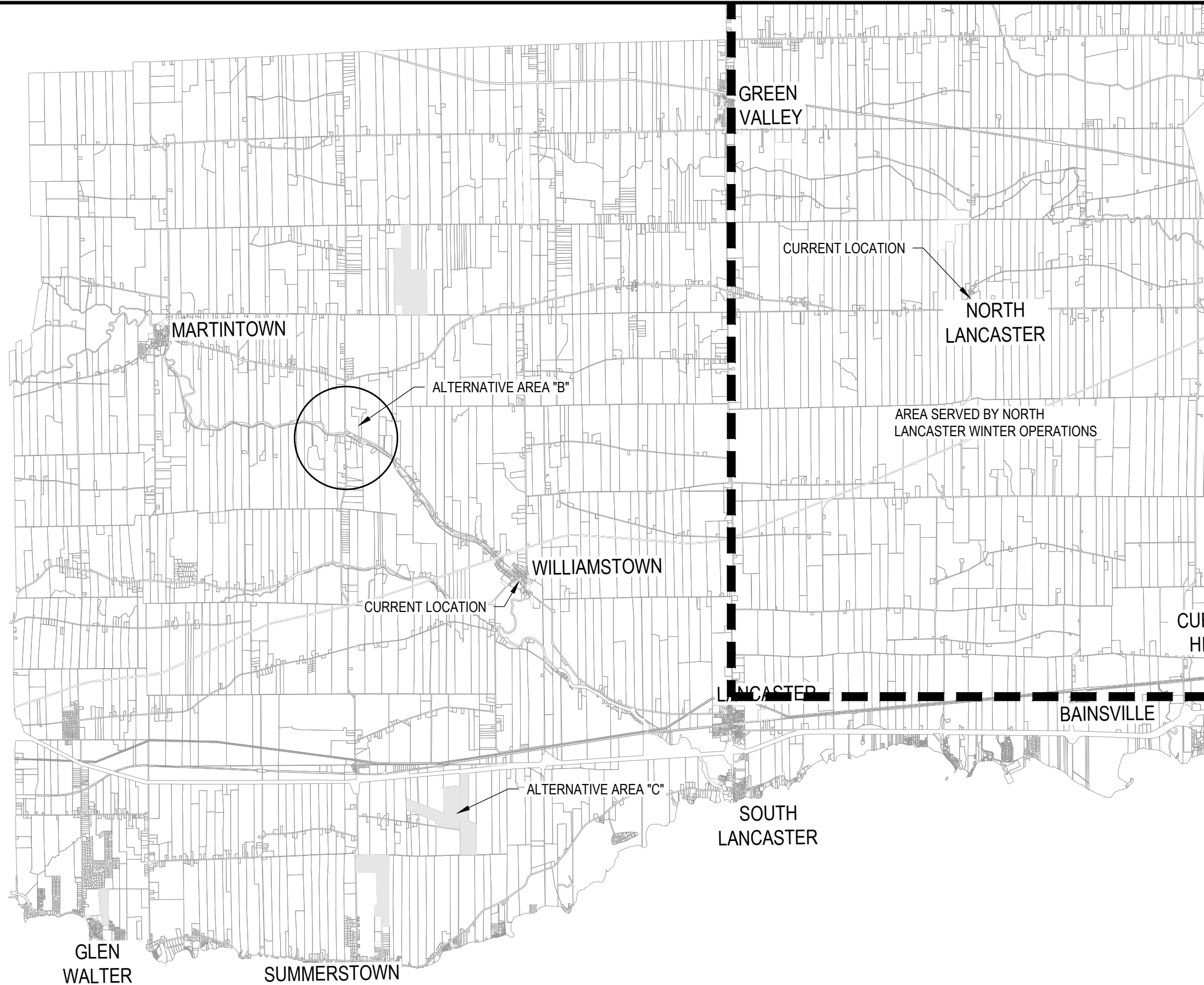
Respectfully Submitted,
EVb Engineering



Josh Eamon, P. Eng.
President

APPENDIX A – Current Garage Locations

M:\2018\18012 - South Glengarry Municipal Garage\6.0 Dwg\6.2 Civil\2.0 Production\18012-FIG-1-6.dwg Jun 29, 2018-9:46am BY: (Maxwell.Ming)



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WEBSITE: EVBengineering.com

CLIENT:

TOWNSHIP OF SOUTH
GLENGARRY

PROJECT:

MUNICIPAL WORKS GARAGE
STUDY

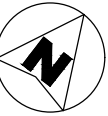
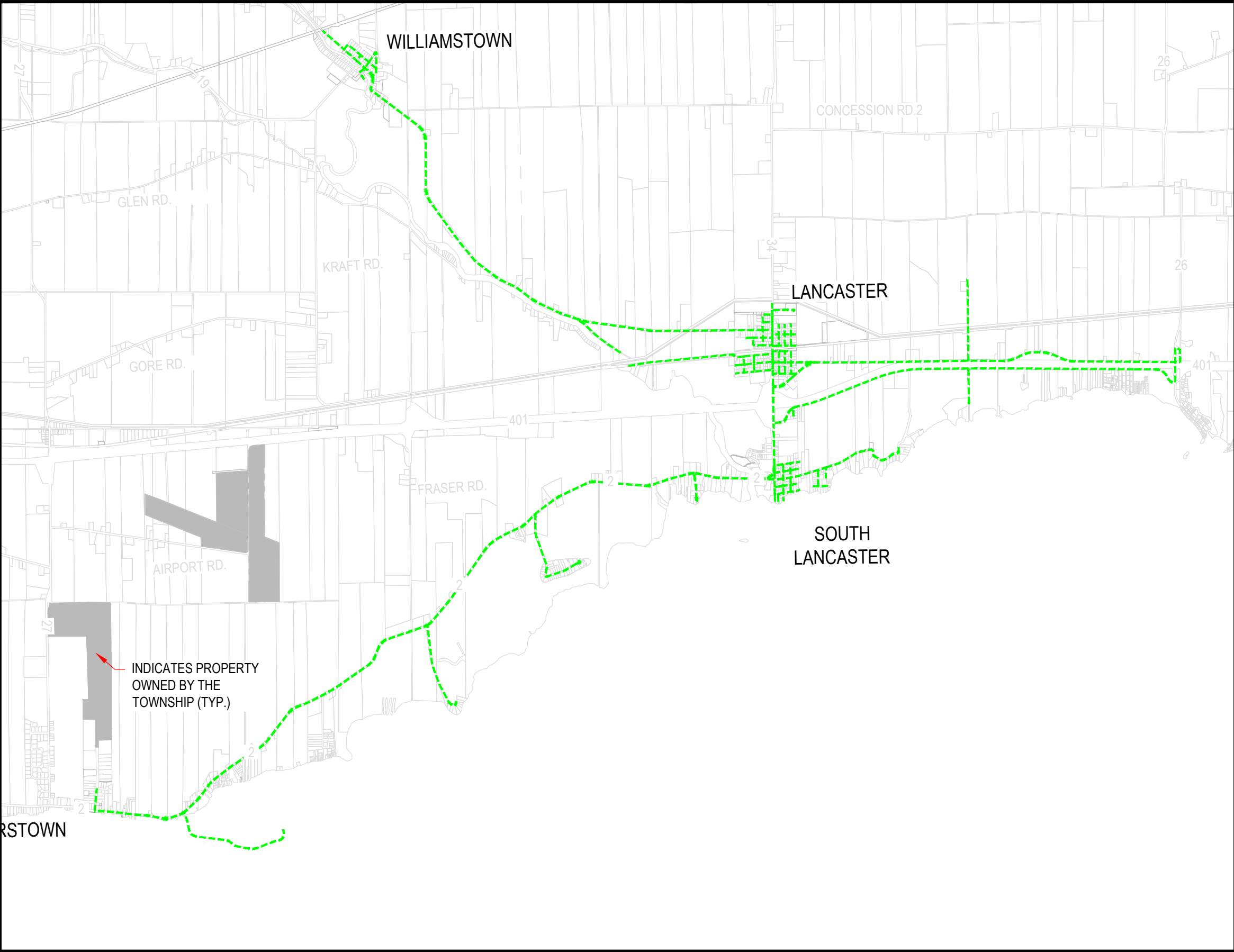
TITLE:

OVERVIEW

SCALE: 1:100,000	JOB NO: 18012
DESIGNED BY: MM	DATE: 2018/06/26
DRAWN BY: MM	DRAWING NO.
CHECKED BY: JE	FIG.1

APPENDIX B – Existing Plow Routes

M:\2018\18012 - South Glengarry Municipal Garage\6.0 Dwg\6.2 Civil\2.0 Production\18012-F\G1-6.dwg Jun 28, 2018 9:16am BY: (Maxwell.Ming)



LEGEND

----- TRUCK ROUTE

IT SHOULD BE NOTED THAT THE TRUCK ROUTES SHOWN ON THIS FIGURE INCLUDE TRAVEL TIME ON COUNTY ROADS. THEREFORE THE DISTANCES SHOWN MAY VARY FROM THE "PLOW" DISTANCE INCLUDED IN THE REPORT.



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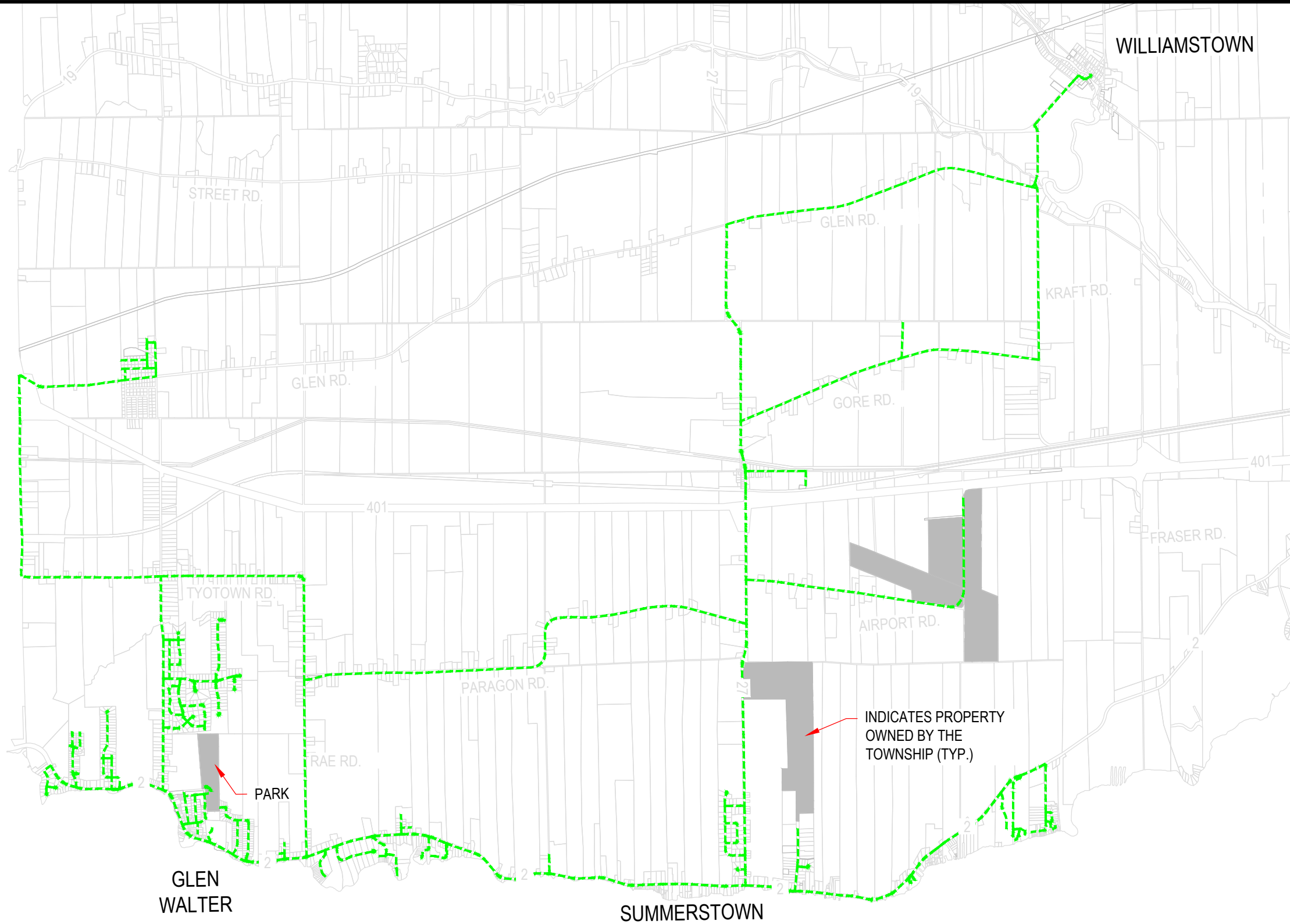
MUNICIPAL WORKS GARAGE
STUDY

TITLE:

ROUTE #1

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DESIGNED BY: MM	DATE: 2018/06/26
DRAWN BY: MM	DRAWING NO.
CHECKED BY: JE	FIG.2

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LEGEND

--- TRUCK ROUTE

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STUDY

TITLE:

ROUTE #2

SCALE:
1:50,000

JOB NO:
18012

DESIGNED BY:
MM

DATE:
2018/06/26

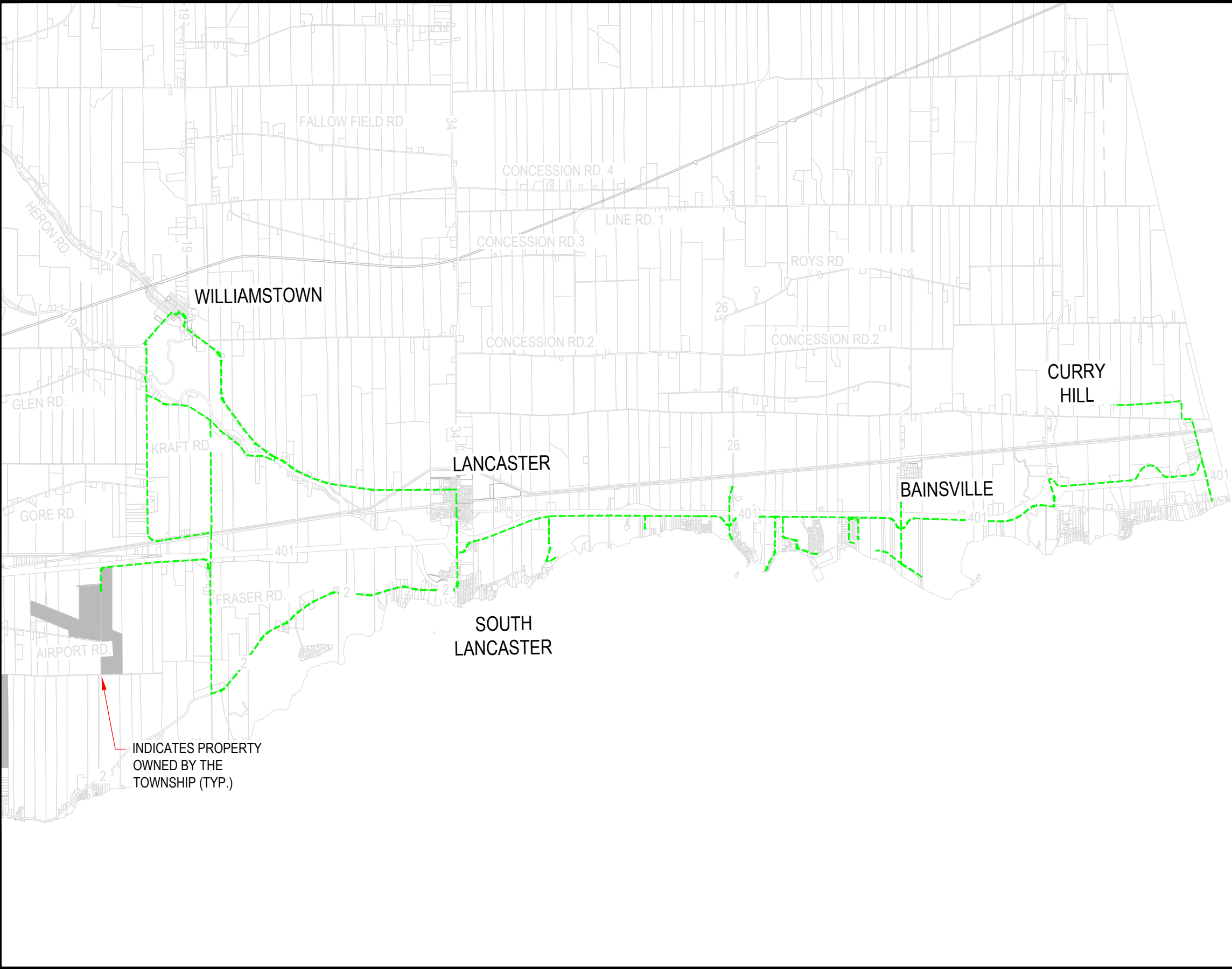
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JE

FIG.3

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LEGEND

TRUCK ROUTE

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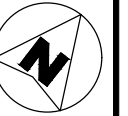
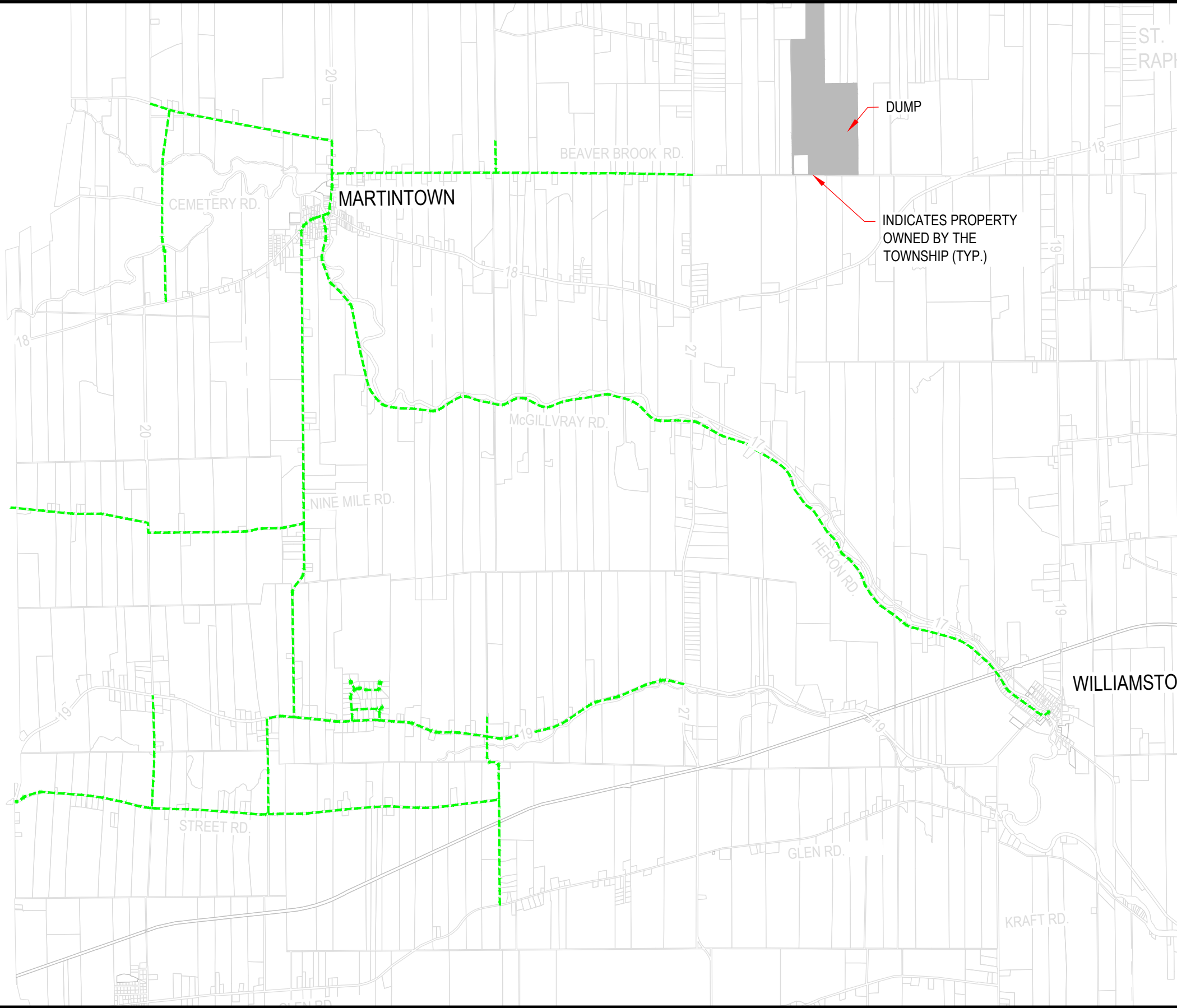
CLIENT:
TOWNSHIP OF SOUTH GLENGARRY

PROJECT:
MUNICIPAL WORKS GARAGE STUDY

TITLE:
ROUTE #3

SCALE: 1:75,000	JOB NO: 18012
DESIGNED BY: MM	DATE: 2018/06/26
DRAWN BY: MM	DRAWING NO.
CHECKED BY: JE	FIG.4

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LEGEND

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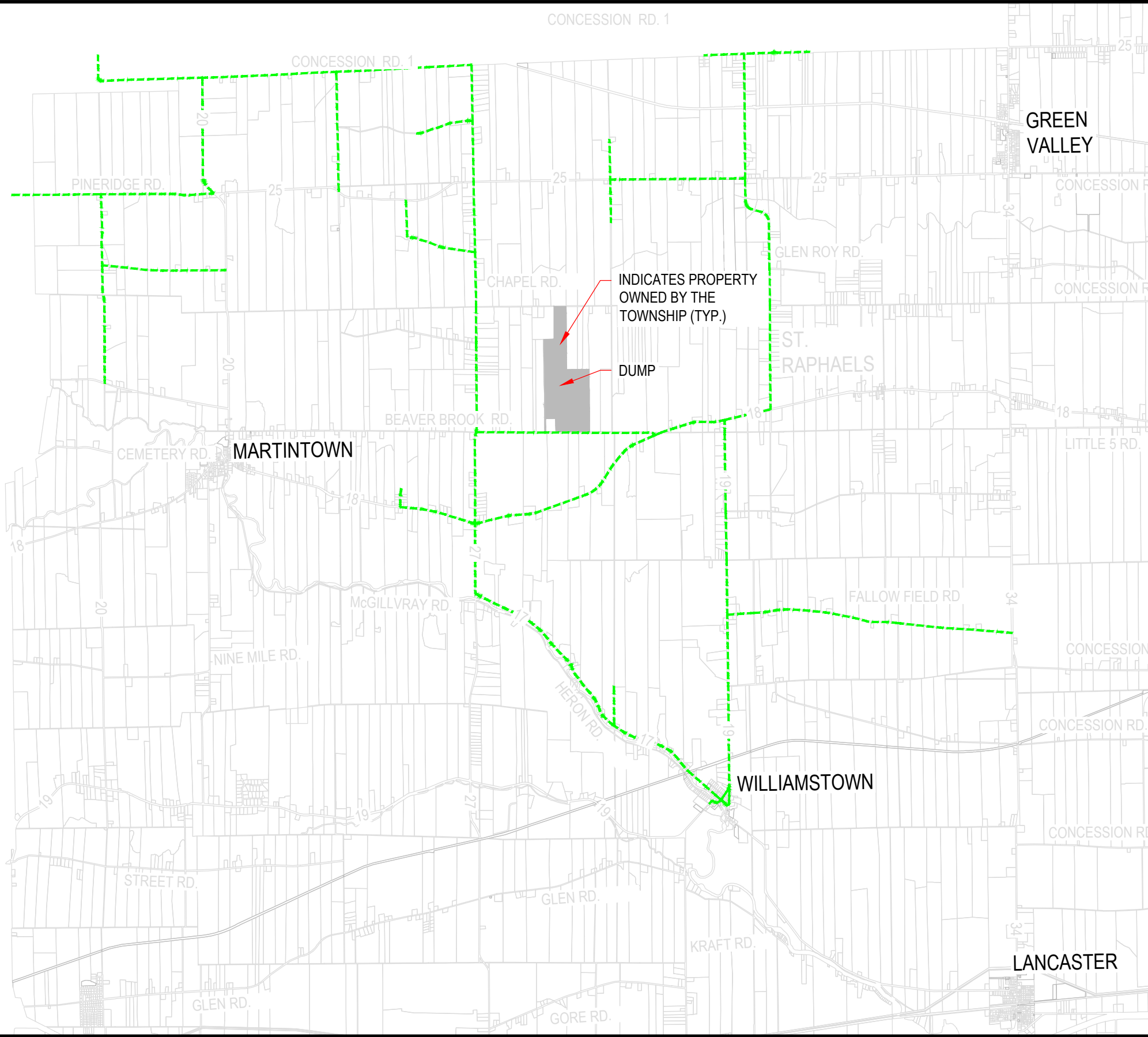
MUNICIPAL WORKS GARAGE
STUDY

TITLE:

ROUTE #5

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DESIGNED BY: MM	DATE: 2018/06/26
DRAWN BY: MM	DRAWING NO.
CHECKED BY: JE	FIG.5

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LEGEND

----- TRUCK ROUTE

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STUDY

TITLE:

ROUTE #6

SCALE: 1:75,000	JOB NO: 18012
DESIGNED BY: MM	DATE: 2018/06/26
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CHECKED BY: JE	FIG.6

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LEGEND

----- TRUCK ROUTE

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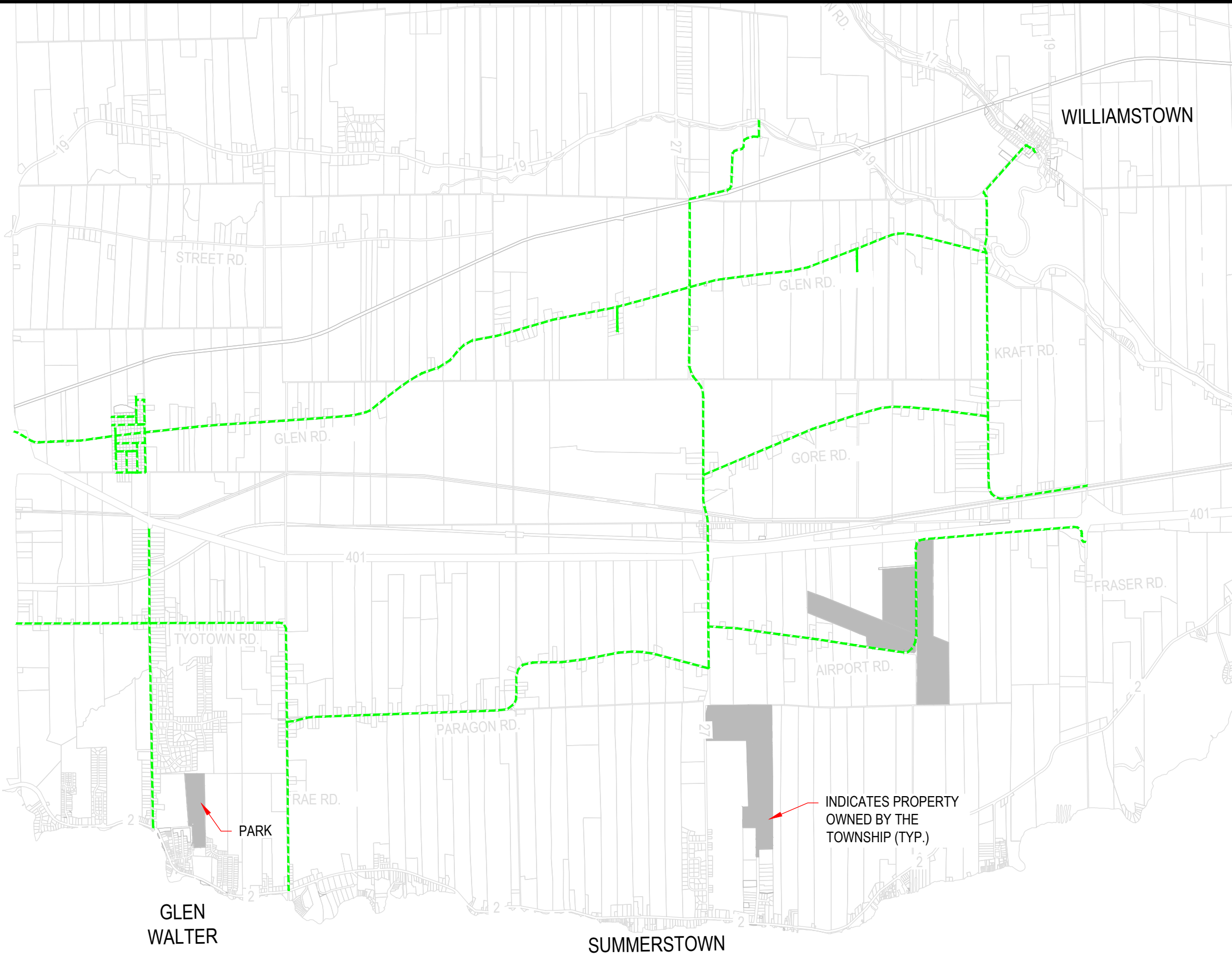
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MUNICIPAL WORKS GARAGE
STUDY

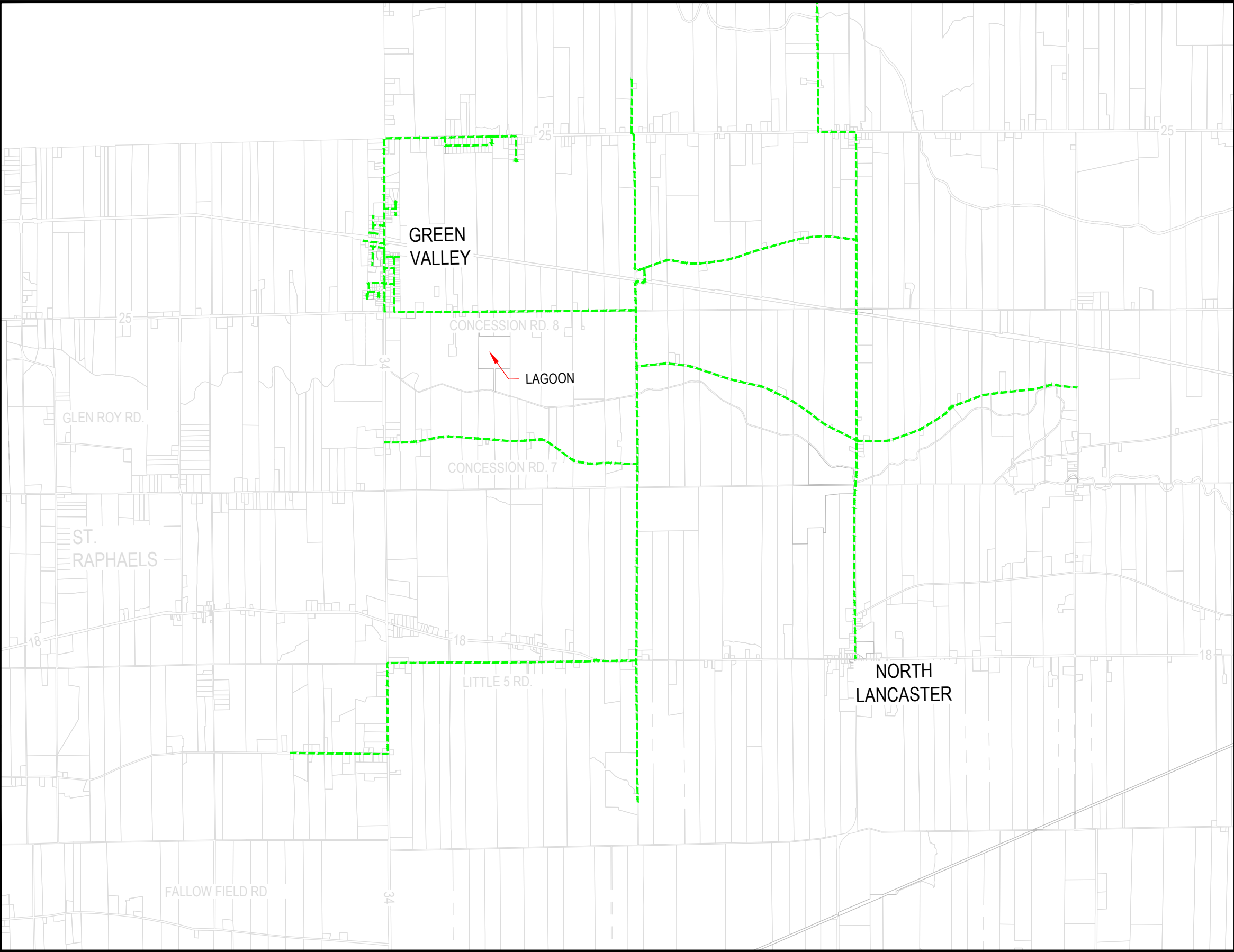
TITLE:

ROUTE #9

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DESIGNED BY: MM	DATE: 2018/06/26
DRAWN BY: MM	DRAWING NO.
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LEGEND

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PROJECT:

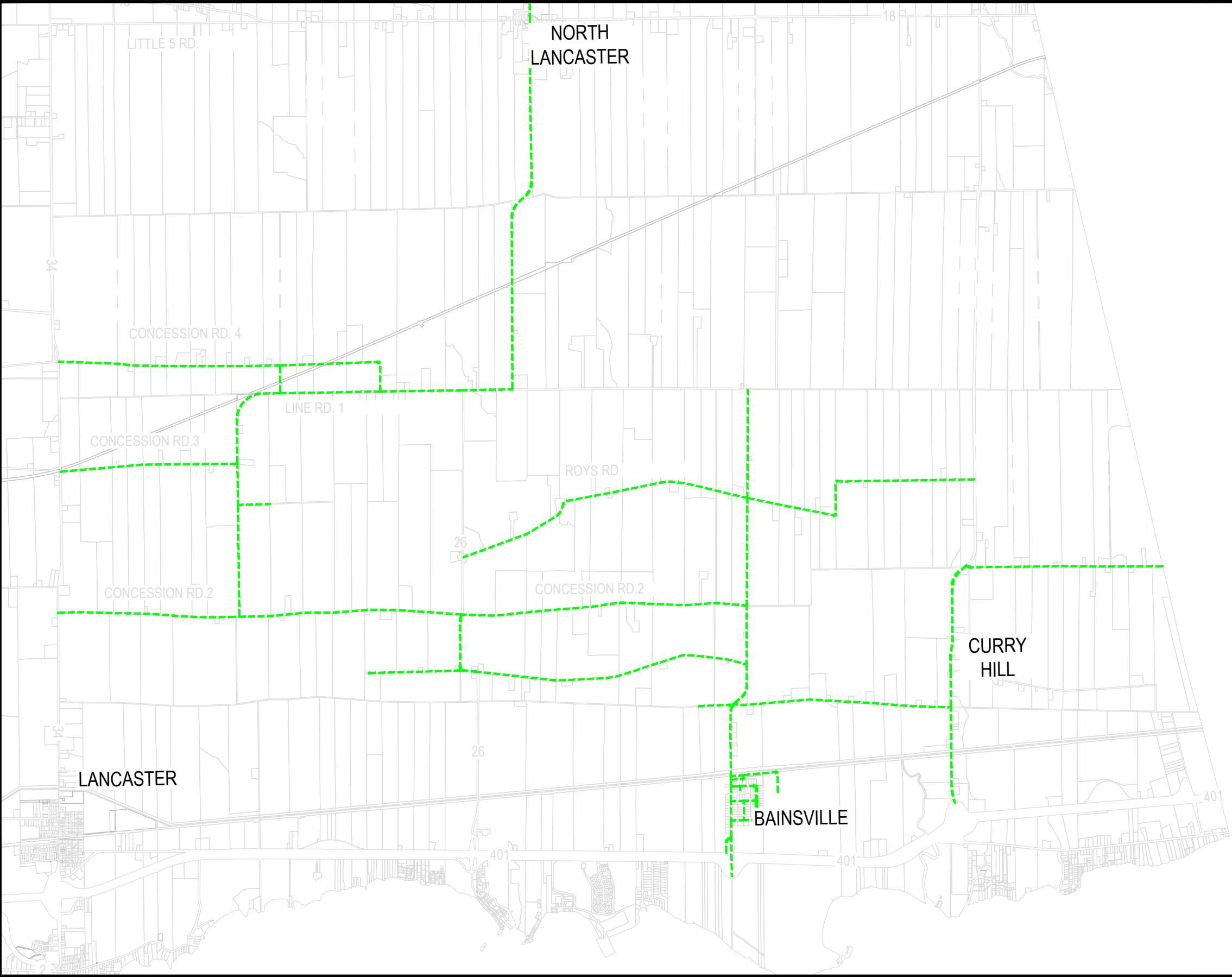
MUNICIPAL WORKS GARAGE
STUDY

TITLE:

ROUTE #4

SCALE: 1:50,000	JOB NO: 18012
DESIGNED BY: MM	DATE: 2018/06/26
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CHECKED BY: JE	FIG.8

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LEGEND

----- TRUCK ROUTE

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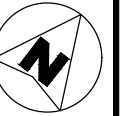
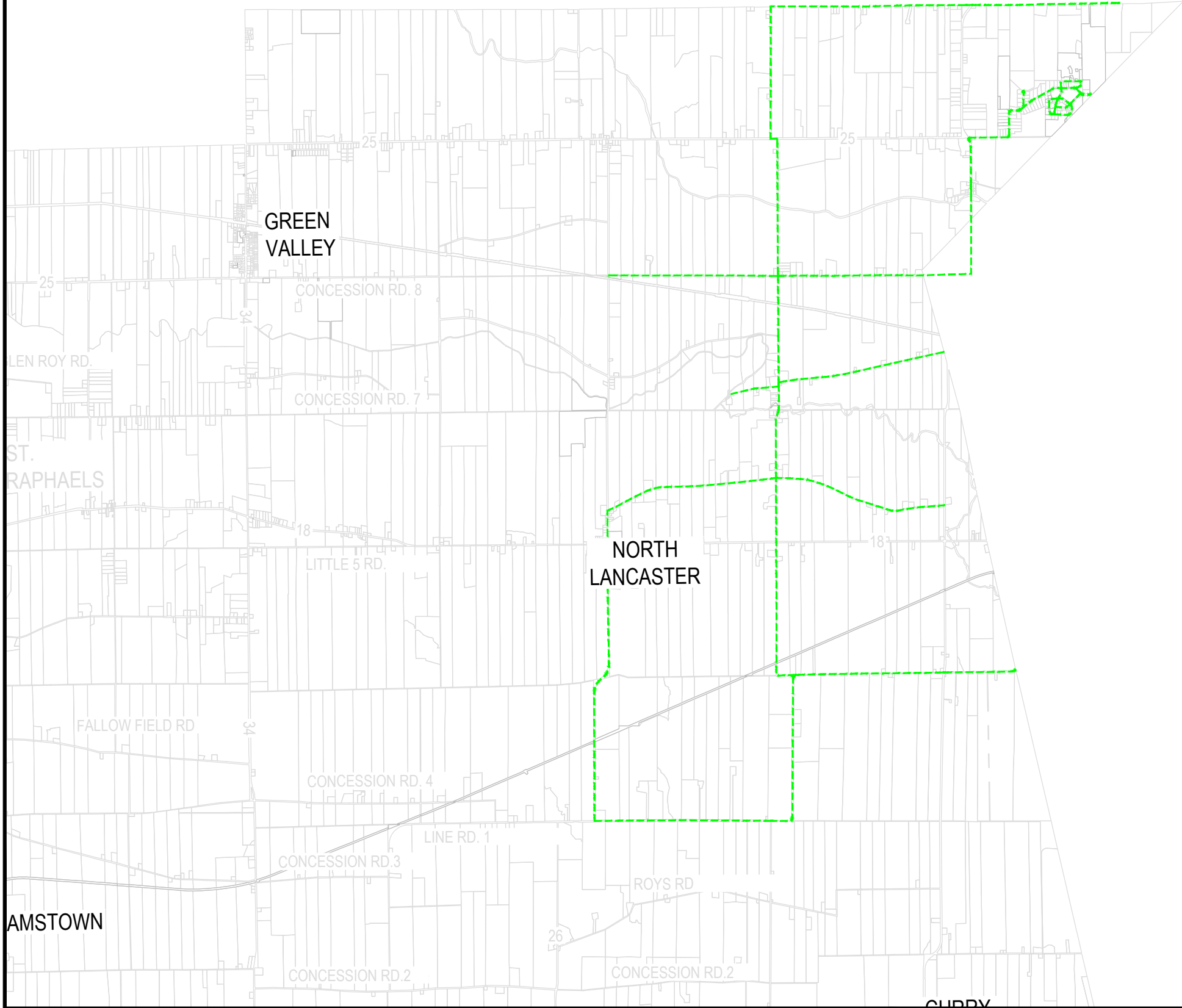
MUNICIPAL WORKS GARAGE
STUDY

TITLE:

ROUTE #7

SCALE: 1:50,000	JOB NO: 18012
DESIGNED BY: MM	DATE: 2018/06/26
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LEGEND

----- TRUCK ROUTE

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STUDY

TITLE:

ROUTE #8

SCALE: 1:75,000	JOB NO: 18012
DESIGNED BY: MM	DATE: 2018/06/26
DRAWN BY: MM	DRAWING NO.
CHECKED BY: JE	FIG.10

SOUTH GLENGARRY



Ontario's Celtic Heartland



TOWNSHIP OF SOUTH GLENGARRY

MUNICIPAL GARAGE LOCATION STUDY

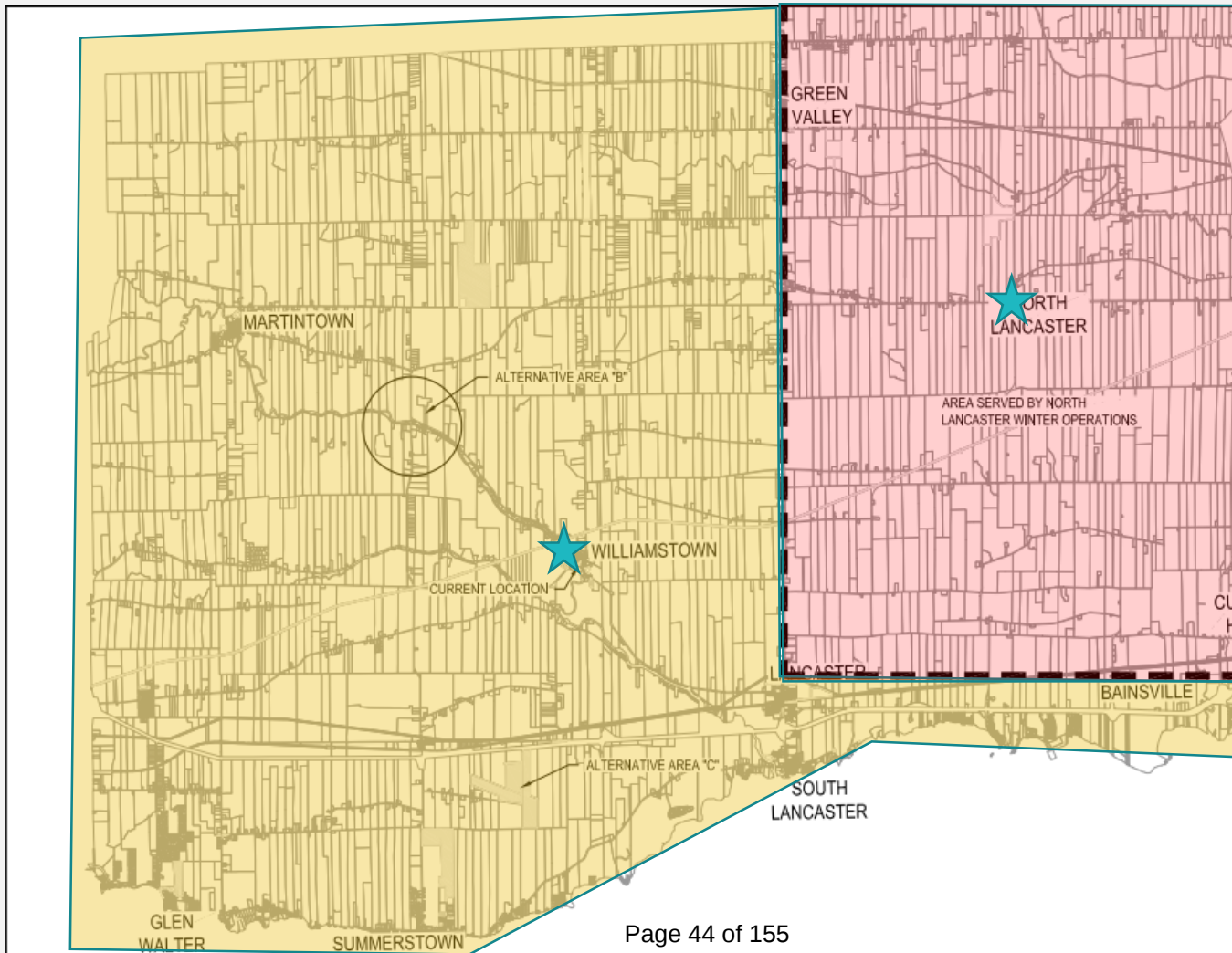
BACKGROUND

- Study for the new Williamstown Fire Hall recommended conversion of the existing Municipal Garage in Williamstown
- EVB Engineering was retained by the Township to evaluate alternatives for the location of the new Municipal Garage, should council proceed with this recommendation

EXISTING CONDITIONS

- Currently, there are two municipal garages in the Township serving separate areas. They are located in:
 - Williamstown
 - North Lancaster
- There are two existing salt storage locations servicing these municipal garages:
 - Airport Rd. serving Williamstown
 - 2 Line Rd. (North Lancaster Municipal Garage Site)

EXISTING CONDITIONS



EXISTING CONDITIONS

- Williamstown:
 - 5 x tandem plows
 - 1 x grader
 - 1 x 4-tonne plow
 - 10 x full time staff
 - Fleet Maintenance
- North Lancaster
 - 3 x tandem plows
 - 1 x grader
 - 1 x backhoe
 - 3 x full time staff
 - Salt & Stone Dust Storage

ALTERNATIVES

- EVB team and Township staff developed the following alternatives:
 - Option 1 – Construct one centrally located Municipal works garage to serve entire Township
 - Option 2 – Continue operating two separate buildings
 - Option 2A – Maintain Williamstown garage
 - Option 2B – New building at a centralized location for the Williamstown service area
 - Option 2C – New building at the Airport Rd. site

ALTERNATIVES

- What constitutes a preferred alternative:
 - Impact on distance & time of plow route
 - Land availability
 - Proximity to residents
 - Area for future growth

OPTION 1 (one centrally located facility)

- Includes the construction of one centrally located facility to service the entire Township
- Sized to house all staff and equipment (10 to 12 truck bays)

OPTION 1 (one centrally located facility)

- Advantages
 - One building to maintain
- Disadvantages
 - Increases travel distance for employees (slower response time)
 - Longer travel time from facility to routes
 - Salt refilling will be longer as salt is stored at Airport Rd. and North Lancaster
 - Having trucks stored at separate facility from salt storage results in current practice of filling trucks before parking for night – results in vehicle degradation
 - Requires larger new building
 - No ideal land available within Township inventory

OPTION 2 (two separate facilities)

- Existing North Lancaster Facility is maintained
- A new Municipal Garage is constructed at an optimum location to service the existing Williamstown service area

OPTION 2 (two separate facilities)

- Advantages:
 - Reduces construction cost of new building as it can be smaller
 - Has no impact on travel times for North Lancaster staff – can maintain same quality of service
 - Optimizes travel times for Township's larger and more populated service area
 - Allows for two salt storage facilities – optimizing travel time and truck storage
- Disadvantages:
 - Two facilities to maintain
- Recommended option

OPTION 2A – Maintain Williamstown

- Includes maintaining both the North Lancaster and Williamstown Municipal Garages
- Doesn't address issue that initiated project concerning Williamstown Fire Hall
- Municipal Garage in centre of village is not ideal location:
 - Dust
 - Noise
 - Lack of room for Growth

OPTION 2B – Centralized Location

- Includes constructing a new facility somewhere centrally located for the Williamstown Service Area (+/- MacGillivray's Bridge on Summerstown Road)
- Evaluated impact on plow routes – new location had minimum impact
- This option would require trips to salt storage facility to re-load
- Option would require purchasing of land

OPTION 2C – New Facility at Airport Rd.

- Includes constructing a new facility adjacent to the Salt Storage Facility on Township owned property
- Grader would stay at Williamstown – majority of gravel roads closer to Williamstown site
- Evaluated impact on plow routes:
 - Route 2 decreased by +/- 15 mins
 - Routes 5 and 6 increased by +/- 15 mins
 - Overall negligible impact, and could be offset by route optimization

PREFERRED ALTERNATIVE

- Recommended Alternative:
 - Maintain North Lancaster facility
 - Construct new Municipal Garage on Airport Rd. site
 - Convert Williamstown Garage to Fire Hall
 - Keep grader at Williamstown site (winter)
- Advantages:
 - No land acquisition
 - Room for growth
 - No re-zoning required
 - Schedule A Environmental Assessment only (pre-approved)
 - Good location (away from residential development)
 - No impact on truck routes or level of service
 - Better for longevity of vehicles (stored empty)

Questions?





STAFF REPORT

S.R.44-2020

PREPARED BY: Ewen MacDonald, GM Infrastructure Services

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: April 6, 2020

SUBJECT: William Street Reconstruction Tender

BACKGROUND:

1. The Tender for the Reconstruction of William Street closed on March 25th.
2. The Scope of work for the reconstruction of William Street in Williamstown included the removal of existing storm sewer, supply and installation of new storm sewers, maintenance holes, catchbasins, storm laterals, curbs, sidewalks, and road reconstruction.
3. There was a mandatory site meeting on March 11th.
4. With the COVID-19 Pandemic an Addendum was issued to receive and open the tender documents electronically. The General Manager Infrastructure Services and the General Manager Corporate Services participated in the electronic opening.
5. Four (4) Submissions were received as follows:

Contractor	Total Tender Amount (Exclusive of HST)
Malyon Excavation	\$974,347.23
Cornwall Gravel	\$1,153,312.00
Clarence McDonald Excavation	\$1,179,829.10
COCO Paving	\$1,394,878.75
Engineer's Estimate	\$1,316,872.50.



ANALYSIS:

6. The Tender from the low Bidder, Malyon Excavation, has been reviewed by the Consultant (EVB) and is compliant and complete with the tender requirements.
7. The submission is competitive and substantially below the Engineer's Estimate and the Consultant and Administration are recommending that the project be awarded to Malyon Excavation as per their submission.
8. There is also a \$75,000.00 Contingency Allowance for this project that will only be used upon approval of the Township for unforeseen costs.

IMPACT ON 2020 BUDGET:

9. There is a \$1,200,000.00 Budget for the William Street Project.
10. There will be additional costs to the Contract for Inspection by the Engineers. The inspections will be completed at an hourly rate as per the RFP awarded to EVB in 2018.
11. There is sufficient funding in the 2020 Budget to complete this project.
12. There should be a significant surplus on this budget item and Administration will be providing an update to Council on the Capital Program for 2020 with recommendations to allocate surplus funds to other potential projects for Council's consideration.

ALIGNMENT WITH STRATEGIC PLAN:

Goal 2: Invest in infrastructure and its sustainability

Goal 3: Improve quality of life in our community (Sidewalk)

RECOMMENDATION:

BE IT RESOLVED THAT the Council of the Township of South Glengarry receive Staff Report 44-2020 and that the Tender for the Reconstruction of William Street be awarded to Malyon Excavation Ltd. as per their submission of \$974,347.23 plus HST, and furthermore; that the Mayor and Clerk be authorized to sign any relevant documents.



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

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



STAFF REPORT

S.R. 37-2020

PREPARED BY: Veronique Brunet, Manager Municipal Law Enforcement

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: April 6, 2020

SUBJECT: Second Reading- Proposed Clean Yards By-Law

BACKGROUND:

1. The Township received numerous Property Maintenance complaints that must be addressed with the Property Standards by-law. The Property Standards by-law was enacted under the authority of the *Building Code Act*, 1992, to establish the standard for the maintenance and occupancy of buildings within the municipality. However, this act sets time limitations for compliance in regard to the issuance of orders, which requires 14 days to permit an appeal of the order. As a result, the minimum time that an order can require compliance is 19 days. This allows time to address the 5 days for a receipt of the order via registered mail. If an appeal has been filed, the matter may take a few months to be addressed.
2. Section 127 of the *Municipal Act*, 2001, provides clear authority to enact a by-law regulating the cleaning and clearing of yards. A by-law under this section of the *Municipal Act* will be able to provide broader powers for the Township to address specific work to be done to correct infractions within reasonable timelines. The Township may also take action to clean up the property and invoice the owner for payment. Non-payment results in the costs being transferred to the owner's property taxes.

ANALYSIS:

3. Alterations

New Definitions:

Section 1.1 i) "Naturalized Area" means a natural or ecological succession when land is not mowed, ploughed or cut, with the absence of noxious weeds. For the purposes of this By-Law a Naturalized area refers to vacant lots.

Section 1.1 m) "Normal Farm Practice" refers to the definition in the *Farming and Food Production Protection Act*, 1998



Change of Text:

Old: Section 2.1 a) Paragraph 2.1 does not apply to crops being grown on a farm.

New: Section 2.1 a) Paragraph 2.1 does not apply to any normal farm practice.

4. Enforcement

It is staff's position that a clean yard by-law will address the varying urban and rural situations intended to improve property conditions in a timely manner. Staff has incorporated authorities found in the *Municipal Act* that will provide for more effective enforcement tools.

The Clean Yard By-law is intended to maintain a progressive enforcement approach, which would look like the following:

Step one:	First contact will be in person, conversation and education with a plan to meet compliance. Informal notice may be sent detailing the items to be corrected.
Step two:	Should no progress be seen within the agreed upon time, an order to comply will be issued requiring Property Owners to discontinue the contravening activity and/or do work to correct the contravention.
Step three:	Property owners who do not comply with the order may not only find themselves subject to charges and fines, but also having unpaid costs added to their taxes by the Township for work done to correct the contravention.

IMPACT ON 2020 BUDGET:

No impact.

ALIGNMENT WITH STRATEGIC PLAN:

Goal 3: Strengthen the effectiveness and efficiency of our organization

Goal 4: Improve quality of life in our community

Goal 5: Improve internal and external communications

Values: Innovation, Excellence



RECOMMENDATION:

BE IT RESOLVED THAT Staff Report No. 37-2020 be received and that By-law 11-2020, being a by-law to provide for the maintenance of land in a clean, clear and safe condition in the Township of South Glengarry be read a second time this 6th day of April, 2020.

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

Recommended to Council for
Consideration by:
CAO – TIM MILLS

SG-I-20

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY
BY-LAW 11-2020
FOR THE YEAR 2020**

***BEING A BY-LAW TO PROVIDE FOR THE MAINTENANCE OF LAND
IN A CLEAN, CLEAR AND SAFE CONDITION***

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 8 of the *Municipal Act*, 2001, S.O. 2001, c.25 (hereinafter referred to as the “*Municipal Act*”) provides that the powers of a municipality under the *Municipal Act* or any other Act shall 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 9 of the *Municipal Act* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the *Municipal Act* or any other Act;

AND WHEREAS pursuant to Section 11(2) of the *Municipal Act*, a municipality may pass by-laws respecting the environmental well-being of the municipality, the health, safety and well-being of the persons and the protection of persons and property;

AND WHEREAS pursuant to Section 127 of the *Municipal Act*, a municipality may define what constitutes debris and refuse and may require the owner or occupant of land to clean and clear land, to clear refuse or debris from the land, to regulate how cleaning and clearing is to be done and to prohibit the depositing of refuse or debris without the consent of the owner or occupant of the land;

AND WHEREAS pursuant to Section 128 of the *Municipal Act*, a municipality may prohibit and regulate with respect to public nuisances, including matters that, in the opinion of Council, are or could become or cause public nuisances;

AND WHEREAS pursuant to Section 131 of the *Municipal Act*, a municipality may prohibit and regulate the use of any land for the storage of used motor vehicles for the purpose of wrecking or dismantling them or salvaging parts from them for sale or other disposition;

AND WHEREAS pursuant to Section 425 of the *Municipal Act*, a municipality may pass by-laws providing that a person who contravenes a by-law of the municipality passed under this Act is guilty of an offence;

AND WHEREAS pursuant to Section 426 of the *Municipal Act*, no person shall hinder or obstruct, or attempt to hinder or obstruct, any person who is exercising a power or performing a duty under this Act or under a by-law passed under this Act;

AND WHEREAS pursuant to Section 436 of the *Municipal Act*, a By-Law Enforcement Officer may enter upon any land at any reasonable time for

the purpose of carrying out an inspection to determine compliance with this by-law;

AND WHEREAS pursuant to Section 446(1) of the *Municipal Act*, a municipality may direct or require a person to do a matter or thing and that, in default of it being done by the person directed or required to do it, the matter or thing shall be done at the person’s expense;

AND WHEREAS pursuant to Section 446(3) of the *Municipal Act*, a municipality may recover the costs of doing a matter or thing under subsection (1) from the person directed or required to do it by action or by adding the costs to the tax roll and collecting them in the same manner as property taxes;

NOW THEREFORE the council of the Corporation of the Township of South Glengarry hereby enacts the following as a by-law;

SHORT TITLE

This by-law may be referred to as the “Clean Yard By-Law”.

PART 1 - DEFINITIONS

- 1.1** In this by-law;
- a) “Boulevard” means that portion of a highway between the Town property line and roadway, which is not used or intended for use for vehicular travel by the general public and includes any landscaped areas that are separated from private property by sidewalks.
 - b) “Buffer Strip” means a maintained clearance of 1.5m from the property line.
 - c) “Compost” means the natural decomposition of organic materials to produce humus in a compost container, pile or digester.
 - d) “Council” means the Council for the Corporation of the Township of South Glengarry
 - e) “Derelict Motor Vehicle” means a motor vehicle having, missing, or damaged components or parts, including tires, bodywork or glass or a motor vehicle that does not bear a valid licence plate including a current validation sticker.
 - f) “Domestic Waste” means any debris, rubbish, refuse or garbage of any type arising from a residence, belonging to or associated with a house or use of a house or residential property, including but not limited to garbage, discarded material or things, yard waste, broken or dismantled things and materials or things exposed to the elements and deteriorating or decaying on a property due to exposure to the weather.
 - g) “Ground Cover” means one or more species of grass or suitable vegetation.
 - h) “Industrial Waste” means any debris, rubbish, refuse or garbage of any type arising from an industrial or commercial operation, or belonging to or associated with industry or commerce or industrial or commercial property including but not limited to garbage, discarded material or things, broken or dismantled things, yard waste, materials or things exposed to the elements and deteriorating or decaying on a property due to exposure to the weather.

- i) "Landscape Feature" means a fence, retaining wall, gazebo, trellis and similar decorative features.
- j) "Manager" means the Township's Manager of Municipal Law Enforcement and his or her designate or successor;
- k) "Motor Vehicle" means an automobile, truck, motorcycle, snowmobile, trailer, recreational vehicle and any other vehicle propelled or driven by other than muscular power, but does not include the cars of an electric or steam railway or other vehicles running solely upon rails or a traction engine, farm tractor, self-propelled implement of husbandry or road building machine within the meaning of the Highway Traffic Act, R.S.O. 1990, c. H.8, as amended.
- l) "Naturalized Area" means a natural or ecological succession when land is not mowed, ploughed or cut, with the absence of noxious weeds. For the purposes of this By-Law a Naturalized area refers to vacant lots.
- m) "Normal Farm Practice" refers to the definition in the Farming and Food Production Act.
- n) "Noxious weed" means a plant that has been listed in the Schedule of Noxious Weeds found in Regulation 1096 made under the Weed Control Act.
- o) "Officer" means an officer of the Township responsible for enforcement of by-laws.
- p) "Owner" means the registered owner of land, the owner in trust, a mortgagee in possession and includes a person, firm, partnership, corporation, company, association or organization of any kind and its principal(s).
- q) "Principal Building" means a building which, by reason of its use, constitutes the primary purpose for which the lot is used.
- r) "Property" means any land within the Township of South Glengarry including yards and vacant lots.
- s) "Rural Settlement Areas" means all areas as defined by the Township's Comprehensive Zoning By-Law.
- t) "United Counties" means the United Counties of Stormont, Dundas and Glengarry.
- u) "Urban Settlement Area" means all areas as defined by the Township's Comprehensive Zoning By-Law.
- v) "Waste" means a substance or material that is unusable or unwanted and includes but is not limited to:
 - (i) animal feces;
 - (ii) broken or discarded material;
 - (iii) disconnected appliances and parts of such appliances;
 - (iv) firewood not stacked neatly;
 - (v) indoor furniture;
 - (vi) inoperative machinery, inoperative motor vehicles, parts of such machinery not packaged for immediate shipment or parts of vehicles not

- packaged for immediate shipment;
- (vii) material resulting from construction, demolition, repair or renovation projects,
- (viii) piping, ducting, tubing, conduits, cable, wire and fittings or related accessories not packaged for immediate shipment;
- (ix) torn or cut twigs or branches;
- (x) waste lumber,
- (xi) domestic, yard, or industrial waste.

w) “Yard Waste” includes grass clippings, trees or parts thereof, brush and leave.

PART 2 - GENERAL PROVISIONS

Vegetation

- 2.1** Every owner or occupant of property shall keep vegetation in the yard of their property clean and cleared up.
- a) Paragraph 2.1 does not apply to any normal farm practice.
 - b) For the purposes of paragraph 2.1, to “clean” or “clear up” means:
 - i. For property located inside Rural and Urban Settlement Areas to keep all vegetation cut to a height of equal to or less than 20 cm, except:
 - 1. ornamental plants;
 - 2. shrubs or trees;
 - 3. cultivated fruits or vegetables;
 - 4. plants buffering or otherwise protecting a natural feature such as
 - a watercourse; or
 - 5. naturalized areas.
 - ii. For property located in any zone outside of those mentioned in sub-paragraph 2.1 b) i. to keep all vegetation within 1.5m of any property line cut to a height of equal to or less than 20cm, except:
 - 1. ornamental plants;
 - 2. shrubs or trees;
 - 3. cultivated fruits or vegetables; or
 - 4. plants buffering or otherwise protecting a natural feature such as a watercourse.
 - iii. to remove all noxious weeds; and
 - iv. to maintain the yard so as to prevent instability including but not limited to the erosion of the soil.
- 2.2** Notwithstanding Section 2.1 all Naturalized Areas shall maintain a buffer strip equal to or more than 1.5m from all property lines cut to a maximum of 20cm.
- Waste**
- 2.3** Every owner or occupant of a property shall keep the yard of their property free and clear of all waste.

- a) Every owner or occupant of property shall keep the boulevard adjacent to their property free and clear of all waste.
 - b) Every owner or occupant of a property shall keep all hedges and trees adjacent to a public sidewalk or roadway cut and trimmed to allow safe unhindered passage.
- 2.4** No person shall use the yard of any property within the Township for depositing of any waste.
- 2.5** Subject to paragraph 2.5 paragraphs 2.3 and 2.4 do not apply to:
- a) property used by the Township for the purpose of depositing waste; or
 - b) property used for the purpose of depositing waste under federal, provincial or municipal authority.
- 2.6** No person other than the Township or a person with federal, provincial or municipal authority shall deposit waste on property described in subparagraph 2.5 b).
- 2.7** Every owner or occupant of a property shall ensure that all waste which accumulates on their property is:
- a) when not placed out for collection in accordance with applicable Township by-laws, in containers:
 - i. made of rigid, watertight construction;
 - ii. provided with a tight-fitting cover, which may be removed only when the container is empty or is being actively loaded;
 - iii. maintained in good condition without holes or spillage; and
 - iv. closed, or emptied, rinsed and cleaned when not in use, to prevent the escape of offensive odour or waste; and
 - v. kept in a side or rear yard located against a building, structure, fence or retaining wall and arranged in an orderly manner; and
 - b) not allowed to accumulate for longer than 10 days.

Compost

- 2.8** No owner shall establish one or more compost piles or structures except in accordance with the following:
- a) the compost pile or structure is for the sole use of the owner or occupant of the property on which the compost pile or structure is located;
 - b) that only acceptable compostable material as outlined by the Ontario Ministry of the Environment and local health authorities are placed within the compost pile or structure;
 - c) the compost pile or structure is no larger than 1 square metre (10 square feet) in area or 1.8 metres (6 feet) in height;

- d) the compost pile or structure is not located in any front yard as defined in the Township Zoning By-Law and not located closer than 0.6 metres (2 feet) from any side or rear property line;
- e) the compost pile or structure is enclosed on all sides by concrete block or lumber or a similar material or within a commercial plastic container designed for composting;
- f) the compost material is kept covered with yard waste, soil or humus at all times;
- g) the compost pile or container is maintained so as to not attract vermin or animals or create a nuisance by way of offensive odours.

Drains

- 2.9** Every owner or occupant of property on which there is a private drain shall keep their drain operational and in good repair.
- 2.10** No owner or occupant of property shall obstruct or permit the obstruction of a private drain on their property.
- 2.11** No owner or occupant of property shall obstruct, or cause or permit the obstruction of a watercourse on their property.

Swimming Pool, Hot Tub, Artificial Ponds

- 2.12** Every owner or occupant of property shall ensure that water from a swimming pool, hot tub, artificial pond, rain barrel or similar water container is not drained on to an adjacent property.
- 2.13** Every owner or occupant of property containing a swimming pool, hot tub, wading pool or artificial pond shall maintain such swimming pool, hot tub, wading pool or artificial pond in good repair and working condition and free of standing water.

Unsafe or Hazardous Conditions

- 2.14** Every owner or occupant of property shall ensure that any well, cistern, cesspool, privy vault, pit or excavation:
 - a) in active use, is secured by a fence with a warning sign;
 - b) not in active use, is permanently sealed or secured by a fence, cover or other means.
- 2.15** Every owner or occupant of property shall keep the surfaces of steps, walks, driveways, parking spaces and similar areas of their property maintained and free of snow and ice so as to afford safe passage under their normal use.
- 2.16** Every owner or occupant of property shall keep the yard of their property clean and free from any objects or conditions that might create a health, fire or accident hazard or an unsafe condition.

PART 3 - ADMINISTRATION AND ENFORCEMENT

- 3.1** This by-law shall be enforced on a basis of written complaints, unless the Manager is aware of an obvious unsafe condition warranting correction.
- 3.2** The Manager will not inspect the entire premises or suite but will inspect only those items which are the subject of the written complaint.
- 3.3** Notwithstanding 3.2, the Manager may inspect other areas or items believed to be unsafe.
- 3.4** The Manager is authorized to administer and enforce this By-law including but not limited to:
 - a) arranging for:
 - i. the assistance or work of Township staff, or Township agents;
 - ii. the making of orders or other requirements and the imposition of conditions as authorized under this By-law;
 - iii. the obtaining of court orders or warrants as may be required;
 - iv. the commencement of such actions on behalf of the Township to recover costs or restrain contravention of this By-law as deemed necessary; and
 - b) prescribing the format and content of any forms or other documents required under this By-law.
- 3.5** The Manager may assign Officers to enforce this By-law and Officers so assigned or appointed by Council to enforce this By-law shall have the authority to:
 - a) carry out inspections;
 - b) make orders or other requirements as authorized under this By-law; and
 - c) give immediate effect to any orders or other requirements made under this By-law.
- 3.6** The Manager may assign duties or delegate tasks under this By-law to be carried out in the Manager's absence or otherwise.

Entry and Inspections

- 3.7** An Officer may enter on land at any reasonable time and in accordance with the conditions set out in sections 435 and 437 of the *Municipal Act*, 2001 for the purpose of carrying out an inspection to determine whether or not the following are being complied with:
 - a) this By-law;
 - b) a direction or order made under this By-law;
 - c) an order made under s. 431 of the *Municipal Act*, 2001.
- 3.8** An Officer may, for the purposes of the inspection under Section 3.7 and in accordance with the conditions set out in section 436 of the *Municipal Act*, 2001:
 - a) require the production for inspection of documents or things relevant to the inspection;
 - b) inspect and remove documents or things relevant to the inspection for the purpose of making copies or extracts;
 - c) require information in writing or otherwise as required by the Officer from any person concerning a matter related to the inspection; or
 - d) alone or in conjunction with a person possessing special or expert knowledge, make examinations or take tests, samples or photographs necessary for the purposes of the inspection.
- 3.9** An Officer may undertake an inspection pursuant to an order issued by a provincial judge or justice of the peace under Section 438 of the *Municipal Act*, 2001, in accordance with the conditions set out in that section, where he or she has been prevented or is likely to be prevented from carrying out

an inspection under Sections 3.7 and 3.8.

- 3.10** No Person shall interfere with or obstruct an Officer while performing their duties under this by-law.

Orders including Delivery

- 3.11** If an Officer is satisfied that a contravention of this By-law has occurred, he or she may make an order requiring the person who contravened the By-law or who caused or permitted the contravention or the owner or occupier of the property on which the contravention occurred to do work to correct the contravention.

- 3.12** An order under Section 3.11 shall set out:

- a) reasonable particulars of the contravention adequate to identify the contravention and the location of property on which the contravention occurred;
- b) the work to be completed;
- c) the date or dates by which the work must be completed; and
- d) notice that if the order is not complied with, then the work may be done at the expense of the owner;
- e) notice that if the cost of work plus administration fees are not paid in time, they may be recovered by adding the amount to the tax roll for the Property.

- 3.13** Delivery of an order to discontinue a contravening activity made under Section 3.11 or an order to do work made under Section 3.12 may be given personally or by registered mail to the last known address of:

- a) the owner; and
- b) such other persons affected by the order as an Officer determines.

Delivery by registered mail shall be deemed to have taken place on the fifth day after the date of mailing.

- 3.14** In addition to delivery in accordance with Section 3.13, an order to discontinue contravening activity made under Section 3.11 or an order to do work made under Section 3.9 may be delivered by an Officer placing a placard containing the order in a conspicuous place on the property where the contravention occurred.

- 3.15** Where a time frame is set out in an order for carrying out any action, an Officer may extend the time for compliance beyond the established time frame provided such extension is required and is acceptable to the Officer.

Township Carrying Out Work

- 3.16** Where a person does not comply with a direction or a requirement within an order, under this By-law to do a matter or thing, the Manager, in addition to all other remedies, may cause the Property to be brought into compliance with this by-law. For this purpose, the Manager with such assistance by others as may be required, may enter onto the Property at any reasonable time without further notice to the Owner in order to do such work necessary to achieve compliance with this by-law at the person's expense.

- 3.17** In the event that an order has been served on a person in accordance with Section 2.1 of this by-law, such order shall serve to be notice requiring compliance with this by-law for the entire calendar year.

3.18 The Township may recover the costs of doing a matter or thing under Section 2.1 by action or by adding the costs to the tax roll and collecting them in the same manner as property taxes and such costs shall include an administration fee of 30 per cent (30%). The amount of the Township's costs, including interest to the date payment is made in full, constitutes a lien upon the land, upon the registration of a notice of lien upon the land.

Penalties

- 3.19** Every person who contravenes any provision of this by-law is guilty of an offence and, upon conviction, is liable to:
- a) a set fine as set out in Schedule "A"; or
 - b) a fine as provided for in section 61 of the Provincial Offences Act, R.S.O 1990, c. P.33.
- 3.20** Where a person is convicted of an offence under this by-law, the Ontario court of Justice or any court of competent jurisdiction thereafter may, in addition to any other penalty imposed on the person convicted, make an order prohibiting the continuation or repetition of the offence by the person convicted.

Validity and Severability

- 3.21** If a court of competent jurisdiction should declare any section or part of a section of this by- law to be invalid, such section or part of a section shall not be construed as having persuaded or influenced Council to pass the remainder of the by-law, and it is hereby declared that the remainder of the by-law shall be valid and shall remain in force.
- 3.22** Where a provision of this by-law conflicts with the provision of another by-law in force within the Township, the provisions that establish the higher standards to protect the health, safety and welfare of the general public shall prevail.

Repeal

- 3.23** On the date this by-law comes into effect, By-Law 28-03 as amended shall be hereby repealed.
- 3.24** This By-law shall come into force upon the date of passing by Council.

READ A FIRST TIME MARCH 2, 2020.

READ A SECOND TIME APRIL 6, 2020.

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

SCHEDULE ‘A’

CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY
Set Fine Schedule
Part 1 Provincial Offences Act

By-Law No.11-2020: Clean Yard By-law

Item	Short Form Wording	Provision Creating or Defining of Offence	Set Fine
1	Fail to keep vegetation less than 21 cm.	2.1 b) i.	\$250.00
2	Fail to keep vegetation less than 21 cm within 1.5m of property line.	2.1 b) ii.	\$250.00
3	Fail to remove noxious weeds.	2.1 b) iii.	\$250.00
4	Fail to keep buffer strip of Naturalized area cut less than 21 cm.	2.2	\$250.00
5	Fail to keep yard free of waste.	2.3	\$250.00
6	Fail to keep waste stored in containers.	2.7 a)	\$250.00
7	Allow waste to accumulate for more than 10 days.	2.7 b)	\$250.00
8	Fail to keep compost pile to less than 1sqm in area or 1.8m in height.	2.8 c)	\$250.00
9	Fail to keep compost pile at least 2m from property line.	2.8 d)	\$250.00
10	Fail to keep compost pile enclosed.	2.8 e)	\$250.00
11	Fail to keep compost pile maintained.	2.8 g)	\$250.00
12	Obstruct or permit to obstruct a private drain on property.	2.10	\$250.00
13	Allow water to drain from a swimming pool, hot tub, wading pool, or similar water container onto an adjacent property.	2.12	\$250.00
14	Fail to maintain swimming pool, hot tub, wading pool, or similar water container in good repair.	2.13	\$250.00
15	Fail to protect pit, excavation, or well in active use.	2.14 a)	\$350.00
16	Fail to protect pit, excavation, or well not in active use.	2.14 b)	\$350.00
17	Obstructing an Officer.	3.7	\$350.00

Note: The general penalty provision for the offences listed above is Section 3.16 of By-law no. 11-2020, a certified copy of which has been filed and s. 61 of the Provincial Offences Act, R.S.O. 1990, c.P.33

SCHEDULE ‘B’

CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY
By-Law No.11-2020: Clean Yards By-law

Service Use and Activity Charges

Item	Service or Activity Fee	Fee
1.	1st Order. Where the informal notice has not been complied with, for the first Order issued in respect to any property.	\$ 50.00
2.	Subsequent Orders. Where there has been a previous Order issued, each subsequent Order issued thereafter.	\$ 350.00
3.	Township undertakes to complete the work. Where the Township undertakes to complete the work required to comply with any final order.	Cost of the work performed plus an administrative fee of 30%
4.	Certificate of Compliance. Where after inspecting a property, an Officer, may on the request of the Owner, issue the Owner a certificate of compliance.	\$25.00

**SOUTH
GLENGARRY**



Ontario's Celtic Heartland

Proposed Clean Yard By-Law 2nd Reading Presentation

By: Véronique Brunet 2020

Township of
South Glengarry

Ontario's Celtic Heartland

Clean Yard By-Law

The Township of South Glengarry's Community Services Staff has reviewed the concerns brought forward by the members of council during the 1st reading of the proposed Clean Yards By-Law.

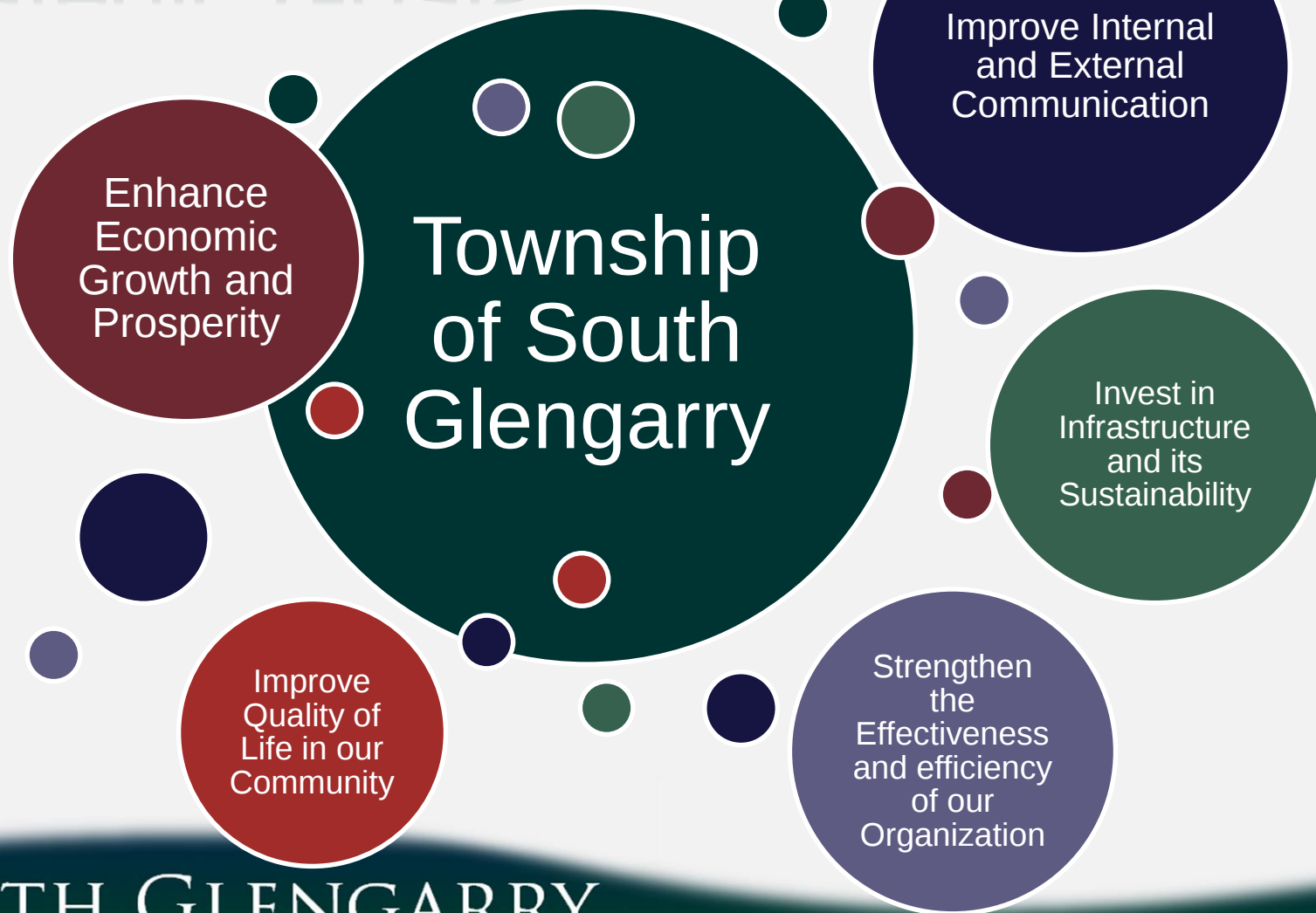


Municipal Act, 2001 allows the Township to create a By-law that regulates the cleaning and clearing of yards.

SOUTH GLENGARRY

Ontario's Celtic Heartland

Strategic Goals



SOUTH GLENGARRY

Ontario's Celtic Heartland

Clean Yard By-Law

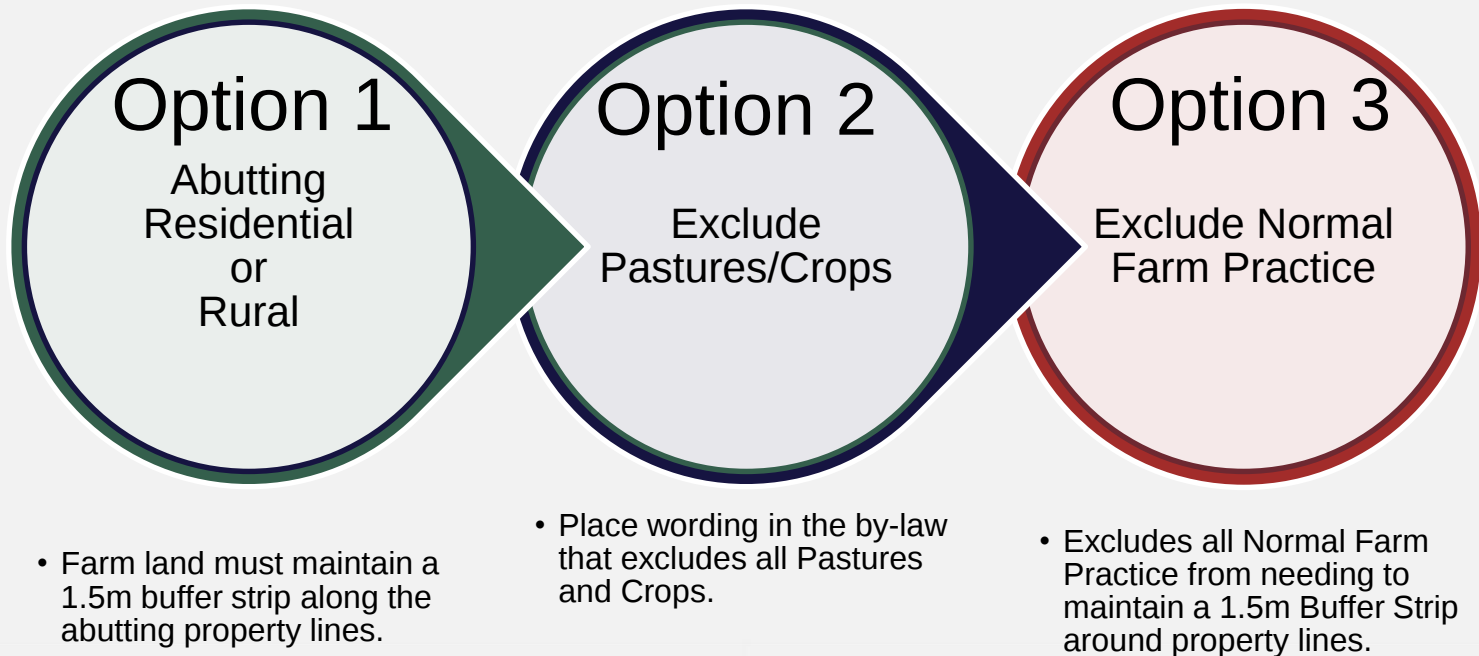
Reason for New By-law	Alignment with Strategic Plan
Reasonable compliance dates	 #5. Improve internal and external communications 5.3-Explore opportunities to enhance and improve the delivery of customer service
Outdated By-law	 Value- Innovation . Pursuing opportunities to improve
Officer efficiency	 #3. Strengthen the effectiveness and efficiency of our organization
Consideration to Land Types	 #4. Improve quality of life in our community 4.4- Develop and implement a series of beautification plans for the hamlets/villages
Enforcement	 Value- Excellence . Promoting learning and development . Delivering high quality services on a consistent basis

SOUTH GLENGARRY

Ontario's Celtic Heartland

Clean Yard By-Law

How to address agricultural use lands within South Glengarry?



SOUTH GLENGARRY

Ontario's Celtic Heartland

Clean Yard By-Law

What works best for
South Glengarry?

**Normal
Farm
Practice**

By Definition:

- (a) is conducted in a manner consistent with proper and acceptable customs and standards as established and followed by similar agricultural operations under similar circumstances, or
- (b) makes use of innovative technology in a manner consistent with proper advanced farm management practices;

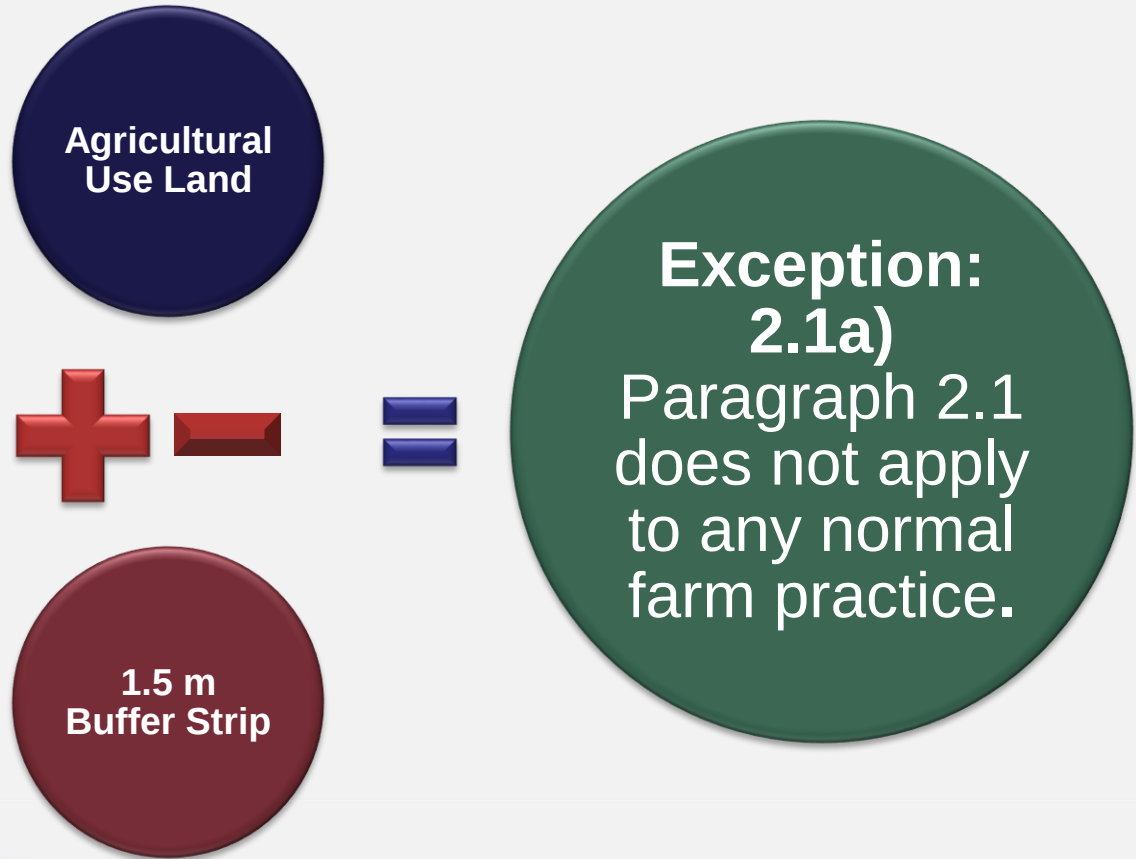
*'Farming and
Food Production
Protection Act'*

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Clean Yard By-Law

Conclusion



SOUTH GLENGARRY

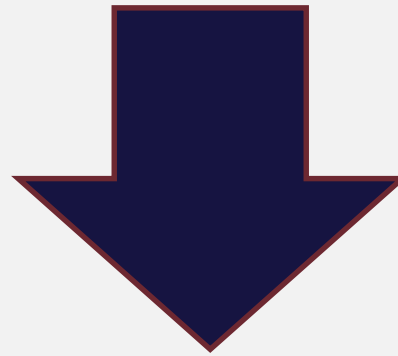
Ontario's Celtic Heartland

Clean Yard By-Law

Impact of Not Regulating Farm Lands?

Although there is no enforcement to cut the grass, officers will attempt to mediate the situation.

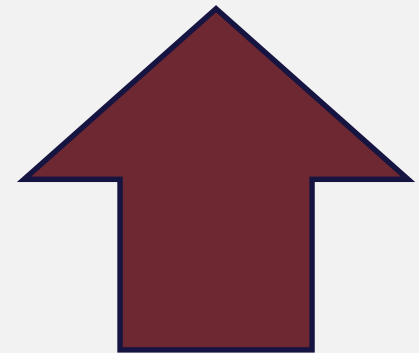
Ultimately, the land used for normal farm practice will not be subject to cut their grass under this proposed by-law.



Grass
Complaints
against Farm
Land



Inconvenience
to farmers to
maintain
Buffer Strip



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Clean Yard By-Law

The proposed by-law will be able to address the unique variation of lands within our Township, such as; Urban Settlement Areas and Rural Settlement Areas

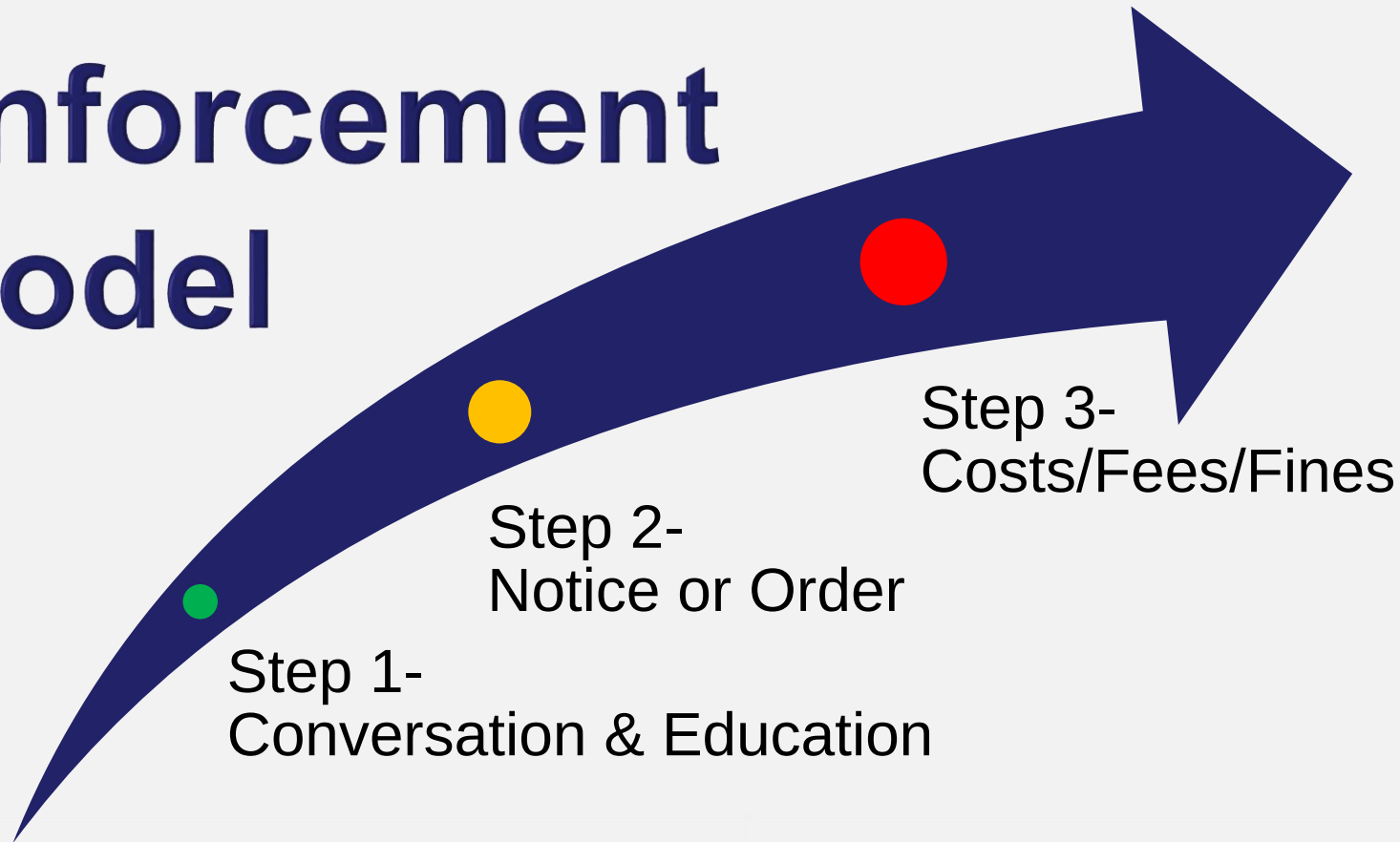


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Clean Yard By-Law

Enforcement Model



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STAFF REPORT

S.R. 38-2020

PREPARED BY: Véronique Brunet- Manager of Municipal Law Enforcement

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: April 6, 2020

SUBJECT: Proposed Fence By-Law

BACKGROUND:

1. At present, the by-law regulating fences can be found in the Zoning By-law and Lot Maintenance By-law. Currently the Lot Maintenance By-Law is proposed to be replaced by the Clean Yard By-law. By removing the requirements for fences from the Clean Yard By-law, it would provide an opportunity to enact a Fence By-law which applies consistently to the entire Township. However, Zoning regulations that require fencing, for example, for screening between uses will be retained in the Zoning By-Law. The proposed Fence By-Law provides for consistent regulation of fences throughout the Township in order to effectively respond to residents concerns and queries.
2. Section 11 (3) of the *Municipal Act*, 2001, provides clear authority to enact a by-law in respects to structures, including fences. A by-law under this section of the *Municipal Act* will be able to provide broader powers for the Township to address specific areas of concern regarding the type of fence and its location on a property depending on the zoning. The current section dedicated to fences in the Lot Maintenance By-law does not provide a detailed guideline to address these issues. The proposed Fences By-law will also include a comprehensive fee's guideline and set fines.

ANALYSIS:

3. The current by-law which addresses fences dictates the basic standard of the fence, the permitted height in residential and non-residential zones, as well as the calculation of height. Although there is reference to fences in the Lot Maintenance By-law, there are many issues that are unable to be addressed when brought forward by the public.



4. Additions/Alterations

The proposed Fence By-Law;

- i. Defines what a “fence” is considered under this by-law.
- ii. Prohibits the construction of a fence to be made with sheet metal, corrugated metal panels, any hazardous materials (razor or barbed wire), any sharp projections, a conductor of electrical current, or any material that is not usually intended for permanent fencing.
- iii. Prohibits barbed wire and electrical conductor fences, except on agricultural lands for agricultural uses, in an industrial or commercial zone, on a facility owned or operated by any level of government or a utility provider; providing that the barbed wire is located 2.0 metres above the adjacent finished ground and projects inwards towards the area enclosed by the fence
- iv. Does not allow for fences being placed on any lands owned by the Township, highway, road allowance, etc.
- v. Limits the height of a fence from ground level in any non-residential zones (commercial, industrial, institutional, and open space zones) to 3.0 metres, except for a sports field or court where the maximum height is 4.25 metres.
- vi. Addresses the use of privacy screens and hoarding within the Township.
- vii. Limits the height of a fence when located on a deck or platform to be less than 2.6 m in height and must meet the required setbacks.
- viii. Regulates the construction and maintenance of the fence as well as graffiti.
- ix. Allows the Township to request a Temporary Fence be installed by the owner where there appears to be an unsafe situation or hazard to the public.
- x. Deems fences that complied with the applicable by-laws when they were built to comply with the proposed by-law so long as such fence continues to be the same height, length, and width and comprised of the same material.

5. Enforcement

It is Administration’s position that the proposed by-law provides for consistent administrative and enforcement measures with clear direction to a person or persons who are in violation as to the remedy to bring their property into compliance.



The proposed by-law allows for additional enforcement tools such as undertaking the work and adding the costs to the tax roll or court proceedings if a person or persons fail to comply with an order to do the work. Including the use of set fines when necessary, ranging from \$150-350.

The proposed Fence By-law is intended to maintain a progressive enforcement approach, which would look like the following:

Step one:	First contact will be in person, conversation and education with a plan to meet compliance. Informal notice may be sent detailing the items to be corrected.
Step two:	Should no progress be seen within the agreed upon time, an order to comply will be issued requiring Property Owners to discontinue the contravening activity and / or do work to correct the contravention.
Step three:	Property owners who do not comply with the order may not only find themselves subject to charges and fines, but also costs added to their taxes by the Township for work done to correct the contravention.

ALIGNMENT WITH STRATEGIC PLAN:

Goal 4: Improve quality of life in our community

Goal 5: Improve internal and external communications

Values: Innovation, Excellence

IMPACT ON 2020 BUDGET:

No impact.

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 38-2020 be received and that By-law 13-2020, being a by-law to regulate fences, be read a first and second time this 6th day of April, 2020.

Recommended to Council for
Consideration by:
CAO – TIM MILLS

SG-I-20

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY
BY-LAW 13-2020
FOR THE YEAR 2020**

BEING A BY-LAW TO REGULATE FENCES

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 8 of the *Municipal Act*, 2001, S.O. 2001, c.25 (hereinafter referred to as the “*Municipal Act*”) provides that the powers of a municipality under the *Municipal Act* or any other Act shall 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 11 (3) of the *Municipal Act*, as amended, authorizes a municipality to pass a By-law respecting structures including fences;

AND WHEREAS Section 9 of the *Municipal Act* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the *Municipal Act* or any other Act;

AND WHEREAS pursuant to Section 425 of the *Municipal Act*, a municipality may pass by-laws providing that a person who contravenes a by-law of the municipality passed under this Act is guilty of an offence;

AND WHEREAS pursuant to Section 426 of the *Municipal Act*, no person shall hinder or obstruct, or attempt to hinder or obstruct, any person who is exercising a power or performing a duty under this Act or under a by-law passed under this Act;

AND WHEREAS pursuant to Section 436 of the *Municipal Act*, a By-Law Enforcement Officer may enter upon any land at any reasonable time for the purpose of carrying out an inspection to determine compliance with this by-law;

AND WHEREAS pursuant to Section 446(1) of the *Municipal Act*, a municipality may direct or require a person to do a matter or thing and that, in default of it being done by the person directed or required to do it, the matter or thing shall be done at the person’s expense;

AND WHEREAS pursuant to Section 446(3) of the *Municipal Act*, a municipality may recover the costs of doing a matter or thing under subsection (1) from the person directed or required to do it by action or by adding the costs to the tax roll and collecting them in the same manner as property taxes;

NOW THEREFORE the council of the Corporation of the Township of South Glengarry hereby enacts the following as a by-law;

SHORT TITLE

This by-law may be referred to as the “*Fence By-Law*”.

PART 1 - DEFINITIONS

1.1 In this by-law;

- a) "Agricultural Fence" means a fence located on a property zoned Rural (RU) or Agricultural (AG) as per the Township's Comprehensive Zoning By-Law used for agricultural purposes.
- b) "Building" means a structure, whether permanent or temporary, consisting of a wall, roof, and floor, or any of them.
- c) " Manager" means the Township's Manager of Municipal Law Enforcement and his or her designate or successor;
- d) "Farm" means an agricultural operation as defined in the Farming and Food Production Protection Act. 1998 and includes such an operation that is not carried on with the expectation of gain but otherwise meets the definition in that Act;
- e) "Fence" includes:
 - i. a railing, wall, line of posts, wire, gate, boards, pickets, latticework, natural stone fence, or any combination thereof, or other similar erection used for the purposes of enclosing or dividing in whole or in part a lot, safeguarding, retaining, or establishing a lot line or providing privacy (this does not include a hedge);
 - ii. a see-through screen erected to contain a recreational activity such as a chain-link fence erected around a tennis court;
 - iii. a Privacy screen means a solid wall at least 2.6m in height located on a deck, designed to conceal a portion of the lot from the public.
- f) "Height", unless otherwise defined in this By-law, means the vertical distance measured between the finished ground adjacent to a fence and the highest point of the fence, provided that where a fence is located on top of a retaining wall, "height" means the vertical distance measured between the top of the retaining wall and the highest point of the fence;
- g) "Lot" means a parcel of land which can be legally conveyed pursuant to the provisions of the Planning Act;
- h) "Lot line" means the boundary of a lot including the vertical projection thereof;
- i) "Maintain" includes "have", "construct" or "repair";
- j) "Officer" means an officer of the Township of South Glengarry responsible for enforcement of by-laws.
- k) "Township" means the Township of South Glengarry
- l) "Zone" means any land use zone established in the Comprehensive Zoning By-Law of the Township and passed under the Planning Act or any predecessor or successor Act.

PART 2 - GENERAL FENCE PROVISIONS

2.1 No person shall have, erect, construct, maintain the following:

- a) snow fencing as part or in place of fencing, unless said fencing is used to temporarily control snow, and or, to protect property undergoing construction for which an approved Township permit is in effect. Such snow fencing shall be removed upon completion of construction;

- b) a fence comprised of sheet metal or corrugated metal panel members;
- c) a fence that contains or is constructed of any hazardous material such as razor wire or barbed wire.
- d) a fence that contains any other sharp projections capable of causing physical injury to humans;
- e) a fence or any attachment to a fence which may be used as a conductor of an electrical current.
- f) a fence that uses materials not usually intended for use in permanent fencing, unless specifically permitted by this By-law or any other Township By-law (i.e. tires or corrugated plastic);
- g) a gate within a portion of a fence that abuts land owned by the Township; and
- h) a fence on any lands owned by the Township, or on a highway, or road allowance opened or unopened, or Township right-of-way, or Township easement;

2.2 Notwithstanding Subsection 2.1 c), the use of barbed wire or other barbed or sharp materials fencing shall only be permitted:

- a) On agriculturally zoned lands which necessarily require the use of barbed wire on fences as a part of active agricultural activity;
- b) For fences located in an industrial zone and provided that such materials are used at a height of at least 2.4 m (8 ft) above the finished grade. The barbed wire shall project inwards to the area enclosed by the fence; and on top of a fence erected for security purposes, around any facility owned, operated or maintained by a municipal, provincial or federal government or their respective agencies or a utility provider.

2.3 Notwithstanding Subsection 2.1 e), a fence or any attachment to a fence may be used as a conductor of an electrical current on properties which necessarily require such fence as part of active agricultural activity.

PART 3 – FENCES IN RESIDENTIAL, RURAL AND AGRICULTURAL ZONES

3.1 No person shall have, erect, construct, maintain a fence on a lot in a residential or rural zone, except in accordance with the following regulations:

Fences in Rear and Side Yards

- a) The maximum height of a fence in a rear or side yard shall be 2.0 m.
- b) Notwithstanding Section 3.1 a), in the case of a corner lot where a rear yard abuts a front yard of an adjacent lot the maximum height of a fence shall be 1 m in height.

Fences in Front Yards and Exterior Side Yards

- c) The maximum height of a fence located in a front or exterior side yard shall be 1m.
- d) Notwithstanding Sections 3.1 c) the maximum height of an agricultural fence located in a front yard or exterior side yard shall be 1.83 m (6 ft.).

3.2 Where a fence located on a property in a rural or residential zone which abuts a property in a non-residential zone, the non-residential fence height provisions will apply to the portion of the fence abutting the non-residential property.

Entranceways/Ornamental Gateways

3.3 Section 3.1 c) does not apply to the erection of an ornamental gateway, entranceway or similar structure located in an estate residential, rural, or rural residential zone.

Pool Enclosures

3.4 Where a fence is located on a property for the purposes of enclosing an above ground pool, in-ground pool, artificial pond, hot tub or other similar bodies of water, it shall be in compliance with the Township's Pool Enclosure By-Law.

PART 4 – FENCES IN NON-RESIDENTIAL ZONES

4.1 No Person shall have, erect, construct, or maintain on a lot in a non-residential zone which for the purposes of this By-law includes; commercial, industrial, institutional, and open space zones, except in accordance with the following regulations:

- a) The maximum height of a fence located in a non-residential zone shall be 3.0 m.
- b) Notwithstanding Subsection 4.1a), the maximum height of a fence located within a 6.0 m setback of the front property line shall be 1.2 m.
- c) The maximum height of a fence that encloses a sports field or court shall be 4.25 m.

PART 5 - EXISTING FENCES

5.1 Despite the provisions of this By-law, a fence that was in existence prior to the date this By-law comes into force, and was in compliance with the applicable fence regulations in force under the Township's applicable by-laws at the time the fence came into existence, shall be deemed to comply with this By-law for so long as such fence continues to be the same height, length and width and comprised of the same material.

PART 6 - PRIVACY SCREENS

6.1 No Person shall have, erect, construct, or maintain a privacy screen except in accordance with the following regulations:

- a) where a privacy screen is located on a raised deck or platform it shall be less than 2.6m in height.

PART 7 - CONSTRUCTION AND MAINTENANCE

Restrictions

7.1 Every fence or privacy screen, shall be designed and installed in such a manner as to meet its intended function.

7.2 All surfaces (fence or privacy screen) that have been previously painted, stained, varnished or which have received other similar protective finishes shall be maintained without visible deterioration.

7.3 Every fence or privacy screen shall be maintained in a structurally sound condition and in good repair.

7.4 Every fence or privacy screen must not present an unsightly appearance to the neighbouring environment.

Graffiti

7.5 No Person shall place graffiti or cause or permit graffiti to be placed on any fence or privacy screen.

7.6 Every owner shall at all times maintain their fence or privacy screen free of graffiti.

Temporary Fencing - Unsafe

7.7 Where, in the opinion of the Manager, a property contains an unsafe situation or hazard to the public the Manager may require the owner to erect such fencing as the Manager deems appropriate to the circumstance.

PART 8 - ADMINISTRATION AND ENFORCEMENT

8.1 This by-law shall be enforced on a basis of written complaints, unless the Manager is aware of an obvious unsafe condition warranting correction.

8.2 The Manager will not inspect the entire premises or suite but will inspect only those items which are the subject of the written complaint.

8.3 Notwithstanding 8.2, the Manager may inspect other areas or items believed to be unsafe.

8.4 The Manager is authorized to administer and enforce this By-law including but not limited to:

- a) arranging for:
 - i. the assistance or work of Township staff, or Township agents;
 - ii. the making of orders or other requirements and the imposition of conditions as authorized under this By-law;
 - iii. the obtaining of court orders or warrants as may be required;
 - iv. the commencement of such actions on behalf of the Township to recover costs or restrain contravention of this By-law as deemed necessary; and
- b) prescribing the format and content of any forms or other documents required under this By-law.

8.5 The Manager may assign Officers to enforce this By-law and Officers so assigned or appointed by Council to enforce this By-law shall have the authority to:

- a) carry out inspections;
- b) make orders or other requirements as authorized under this By-law; and
- c) give immediate effect to any orders or other requirements made under this By-law.

8.6 The Manager may assign duties or delegate tasks under this By-law to be carried out in the Manager's absence or otherwise.

Entry and Inspections

8.7 An Officer may enter on land at any reasonable time and in accordance with the conditions set out in sections 435 and 437 of the *Municipal Act*, 2001 for the purpose of carrying out an inspection to determine whether or not the following are being complied with:

- a) this By-law;

- b) a direction or order made under this By-law;
- c) an order made under s. 431 of the *Municipal Act, 2001*.

8.8 An Officer may, for the purposes of the inspection under Section 8.7 and in accordance with the conditions set out in section 436 of the *Municipal Act, 2001*:

- a) require the production for inspection of documents or things relevant to the inspection;
- b) inspect and remove documents or things relevant to the inspection for the purpose of making copies or extracts;
- c) require information in writing or otherwise as required by the Officer from any person concerning a matter related to the inspection; or
- d) alone or in conjunction with a person possessing special or expert knowledge, make examinations or take tests, samples or photographs necessary for the purposes of the inspection.

8.9 An Officer may undertake an inspection pursuant to an order issued by a provincial judge or justice of the peace under Section 438 of the *Municipal Act, 2001*, in accordance with the conditions set out in that section, where he or she has been prevented or is likely to be prevented from carrying out an inspection under Sections 8.7 and 8.8.

8.10 No Person shall interfere with or obstruct an Officer while performing their duties under this by-law.

Orders including Delivery

8.11 If an Officer is satisfied that a contravention of this By-law has occurred, he or she may make an order requiring the person who contravened the By-law or who caused or permitted the contravention or the owner or occupier of the property on which the contravention occurred to do work to correct the contravention.

8.12 An order under Section 8.11 shall set out:

- a) reasonable particulars of the contravention adequate to identify the contravention and the location of property on which the contravention occurred;
- b) the work to be completed;
- c) the date or dates by which the work must be completed; and
- d) notice that if the order is not complied with, then the work may be done at the expense of the owner.

8.13 Delivery of an order to discontinue a contravening activity made under Section 8.11 or an order to do work made under Section 8.12 may be given personally or by registered mail to the last known address of:

- a) the owner; and
- b) such other persons affected by the order as an Officer determines.

Delivery by registered mail shall be deemed to have taken place five days after the date of mailing.

8.14 In addition to delivery in accordance with Section 8.13, an order to discontinue contravening activity made under Section 8.11 or an order to do work made under Section 8.8 may be delivered by an Officer placing a placard containing the order in a conspicuous place on the property where the contravention occurred.

8.15 Where a time frame is set out in an order for carrying out any action, an Officer may extend the time for compliance beyond the established time frame provided such extension is required and is acceptable to the Officer.

Township Carrying Out Work

- 8.16** Where a person does not comply with a direction or a requirement within an order, under this By-law to do a matter or thing, the Manager, with such assistance by others as may be required, may carry out such direction or requirement at the person’s expense.
- 8.17** The Township may recover the costs of doing a matter or thing under Section 8.16 by action or by adding the costs to the tax roll and collecting them in the same manner as property taxes and such costs shall include an administration fee of 30 per cent (30%). The amount of the Township’s costs, including interest to the date payment is made in full, constitutes a lien upon the land, upon the registration of a notice of lien upon the land.

Penalties

- 8.18** Every person who contravenes any provision of this by-law is guilty of an offence and, upon conviction, is liable to:
- a) a set fine as set out in Schedule "A"; or
 - b) a fine as provided for in section 61 of the Provincial Offences Act, R.S.O 1990, c. P.33.
- 8.19** Where a person is convicted of an offence under this by-law, the Ontario court of Justice or any court of competent jurisdiction thereafter may, in addition to any other penalty imposed on the person convicted, make an order prohibiting the continuation or repetition of the offence by the person convicted.

Validity and Severability

- 8.20** If a court of competent jurisdiction should declare any section or part of a section of this by- law to be invalid, such section or part of a section shall not be construed as having persuaded or influenced Council to pass the remainder of the by-law, and it is hereby declared that the remainder of the by-law shall be valid and shall remain in force.
- 8.21** Where a provision of this by-law conflicts with the provision of another by-law in force within the Township, the provisions that establish the higher standards to protect the health, safety and welfare of the general public shall prevail.
- 8.22** This By-law shall come into force upon the date of passing by Council.

READ A FIRST AND SECOND TIME THIS 6TH DAY OF APRIL 2020.

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

SCHEDULE ‘A’
CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY
Set Fine Schedule
Part 1 Provincial Offences Act

By-Law No.13-2020: Fence By-law

Item	Short Form Wording	Provision Creating or Defining of Offence	Set Fine
1	Failed to remove temporary snow fence.	2.1a)	\$150.00
2	Erect fence with sheet metal panels.	2.1b)	\$150.00
3	Erect fence with hazardous material.	2.1c)	\$150.00
4	Erect fence with electrical current.	2.1e)	\$150.00
5	Erect fence on lands owned by Township.	2.1h)	\$150.00
6	Erect fence in residential or rural zone exceeding permitted height.	3.1a)	\$150.00
7	Erect fence in front or exterior side yard in residential or rural zone exceeding permitted height.	3.1c)	\$150.00
8	Erect fence in rural zone exceeding permitted height.	4.1a)	\$150.00
9	Erect fence in agricultural zone exceeding permitted height.	4.1a)	\$150.00
10	Erect fence in non-residential zone exceeding permitted height.	4.1a)	\$150.00
11	Erect fence in non-residential, rural, or agricultural zones exceeding permitted height within the setback.	4.1b)	\$150.00
12	Erect privacy screen on property other than on a deck.	6.1	\$150.00
13	Erect privacy screen exceeding permitted height.	6.1a)	\$150.00
14	Fail to maintain fence surfaces.	7.2	\$150.00
15	Failed to maintain fence in good repair.	7.3	\$150.00
16	Fail to erect temporary Security Fence.	7.7	\$150.00
17	Obstructing an Officer.	8.7	\$350.00

Note: The general penalty provision for the offences listed above is Section 8.18 of By-law no 13-2020, a certified copy of which has been filed and s. 61 of the Provincial Offences Act, R.S.O. 1990, c.P.33

SCHEDULE ‘B’
CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY
By-Law No. 13-2020: Fence By-law
Service Use and Activity Charges

Item	Service or Activity Fee	Fee
1.	1st Order Where the informal notice has not been complied with, for the first Order issued in respect to any property.	\$ 50.00
2.	Subsequent Orders Where there has been a previous Order issued, each subsequent Order issued thereafter.	\$ 350.00
6.	Inspections where Owner fails to comply with an Order Owner who failed to comply with a confirmed Order shall pay the fee for each inspection to determine if contraventions of this By-law observed on an initial inspection have been corrected where the contraventions have not been remedied by the time provided for in the said Order.	\$75.00 per inspection
10.	Township undertakes to complete the work Where the Township undertakes to complete the work required to comply with any final order.	Cost of the work performed plus an administrative fee of 30%
11.	Certificate of Compliance Where after inspecting a property, an Officer, may, or on the request of the Owner, issue the Owner a certificate of compliance.	\$25.00



Proposed Fence By-Law Presentation

By: Véronique Brunet 2020

GLENGARRY

Ontario's Celtic Heartland

Fence By-Law

If the Township of South Glengarry's Council moves forwards with the Proposed Clean Yard By-Law, a by-law for Fence regulations must also be implemented.



The proposed By-Law would replace the current by-law that may be repealed, the Lot Maintenance By-Law 28-03.

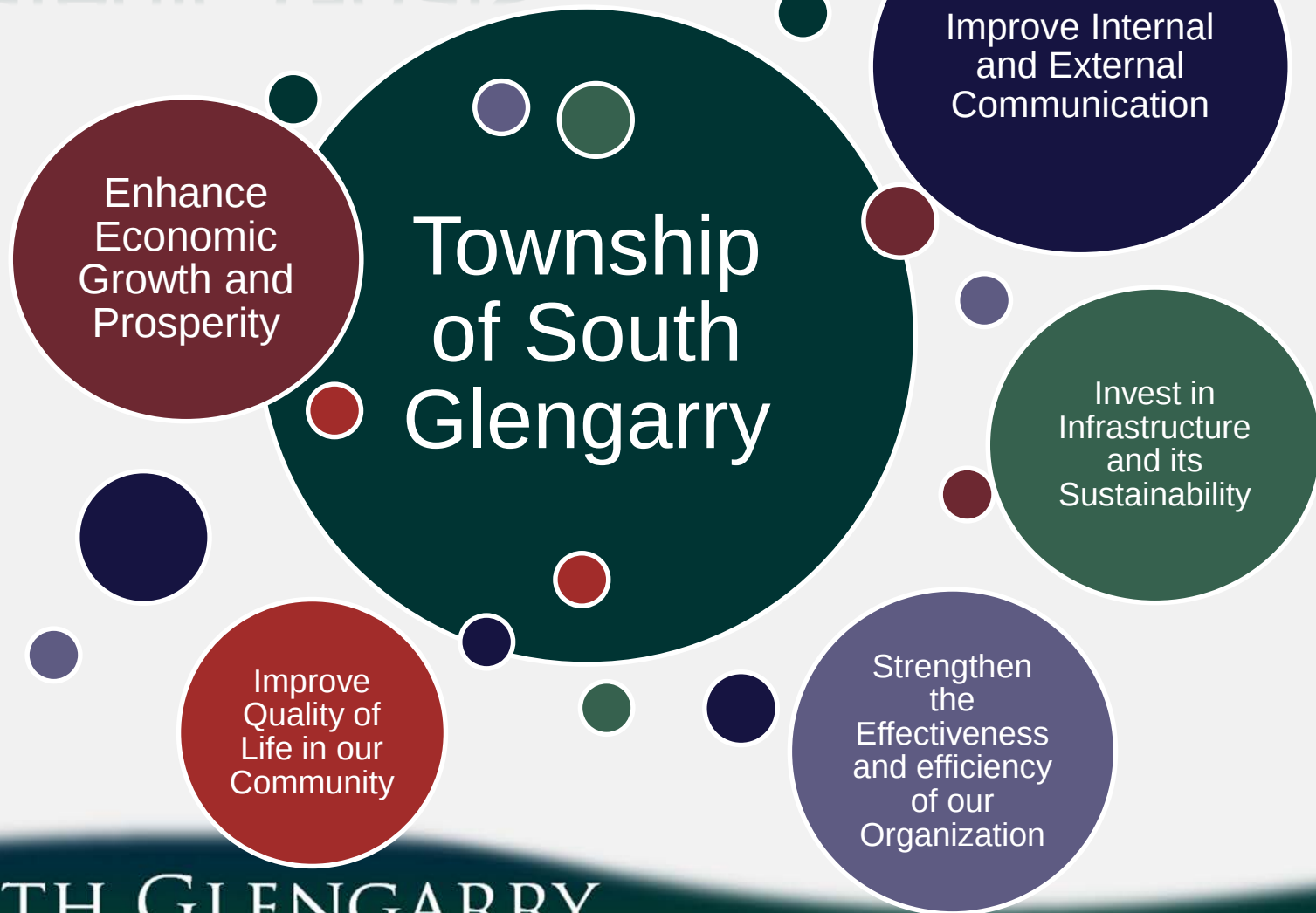


Municipal Act 2001 allows the Township to create a By-law in respects to structures including fences.

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Strategic Goals



SOUTH GLENGARRY

Ontario's Celtic Heartland

Fence By-Law

Reasons for a
Fence By-law
and their relation
to the
Strategic Plan

Consistent
Regulation

#5. Improve internal
and external
communications

5.3-Explore
opportunities to
enhance and improve
the delivery of
customer service

Outdated By-
Law

Value- Innovation

Pursuing
opportunities to
improve

Applying best
practices

Comprehensive

#4. Improve quality
of life in our
community

4.4- Develop and
implement a series of
beautification plans
for the
hamlets/villages

Enforcement

Value- Excellence

Promoting learning
and development.

Delivering high quality
services on a
consistent basis

SOUTH GLENGARRY

Ontario's Celtic Heartland

Fence By-Law

Definition of a Fence

Limits the type of Material
Used to Construct the Fence

Prohibits the use of Hazardous
and Electrical Material

Defines where a Fence may be
located

Height Limitations by Zone

Address's Privacy and
Hoarding Screens

Discusses the limitations of
Fences on decks

Regulates the maintenance
and standard of the fence

Allows for Temporary Fencing
as per the Townships' request

Addresses fences created prior
to the proposed by-law

SOUTH GLENGARRY

Ontario's Celtic Heartland

Fence By-Law



Proposed
Enforcement
Fees and
Penalties

SOUTH GLENGARRY

Ontario's Celtic Heartland

Fence By-Law

The following is a list of surrounding Municipalities; whether or not they address **fencing** and their fines- if any;

Municipality	Applicable By-Law	Set Fines
North Dundas	Property Standards	N/A
South Dundas	Property Standards	\$100.00
North Stormont	N/A	N/A
South Stormont	Fence	\$70.00-\$200.00
North Glengarry	N/A	N/A
Cornwall	Fence	N/A
Edwardsburg/Cardinal	Zoning	N/A
Russell	Fence	N/A
Alfred-Plantagenet	Property Standards	N/A

SOUTH GLENGARRY

Ontario's Celtic Heartland

Fence By-Law

Due to the proposed Clean Yard By-Law, it is necessary for the creation of a Fence By-law.



Although the Township does not receive ample complaints throughout the year regarding Fences, it is vital to be able to address the concerns if and when they occur.



The Township receives numerous inquiries on the matter; with a Fence By-law the staff will have a better more efficient resource to aid the residents of South Glengarry

SOUTH GLENGARRY

Ontario's Celtic Heartland

Fence By-Law

The proposed by-law will be able to address the unique variation of lands within our Township, it does so by addressing permitted uses by the property Zonage

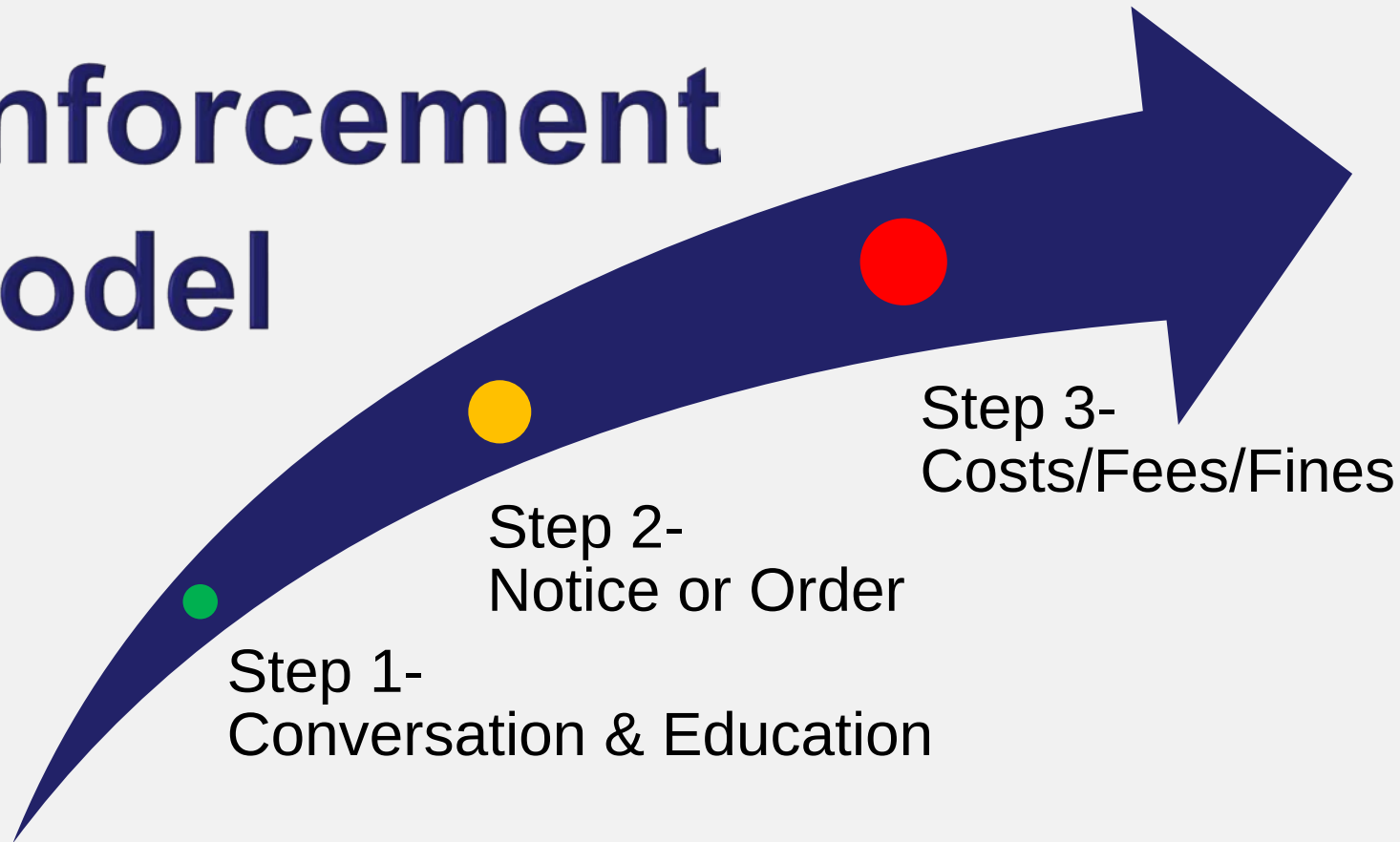


SOUTH GLENGARRY

Ontario's Celtic Heartland

Fence By-Law

Enforcement Model



SOUTH GLENGARRY

Ontario's Celtic Heartland



SOUTH GLENGARRY

Ontario's Celtic Heartland



STAFF REPORT

S.R.45-2020

PREPARED BY: Dave Robertson, Fire Chief

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: April 6, 2020

SUBJECT: Appointment of Deputy Fire Chief

BACKGROUND:

1. The Council of the Township of South Glengarry was approached in 2019 with regards to the desire to implement a new full-time position of Training Officer.

ANALYSIS:

2. The job description of the position calls for the organizing, delivering, evaluating and the monitoring of training programs for volunteer and recruit firefighters as well as other municipal employees.
3. In addition to the Training portfolio, the position will also hold the rank of Deputy Fire Chief. This will allow coverage in times of absence of the Fire Chief and builds on the Business Continuity planning of the Township.
4. Mr. James Walker was hired to fulfill the role and began work on March 30th, 2020.
5. A requirement of the Fire Protection and Prevention Act, 1997, is to have the role of Fire Chief appointed by By-Law. In his or her absence, the Deputy Fire Chief shall assume all duties as per the Act.

IMPACT ON 2020 BUDGET:

This position and full-time salary was included in the 2020 budget with a Salary Range of \$55,228 to \$65,045 per year and includes the employee benefit package provided to full-time employees.

ALIGNMENT WITH STRATEGIC PLAN:

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



RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 45-2020 be received and that By-law 19-2020, being a by-law to appoint a deputy fire chief, be read a first, second and third time, passed, signed and sealed in Open Council this 6th day of April, 2020.

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

Recommended to Council for
Consideration by:
CAO – TIM MILLS

SG-E-20

THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY
BY-LAW 19-2020
FOR THE YEAR 2020

BEING A BY-LAW TO APPOINT A DEPUTY FIRE CHIEF FOR THE
CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY

WHEREAS the *Fire Protection and Prevention Act*, 1997, S.O. 1997, c. 4 Section 6 (1) as amended, a fire department is established for the whole or a part of a municipality or for more than one municipality, the council of the municipality or the councils of the municipalities, as the case may be, shall appoint a fire chief for the fire department.

AND WHEREAS the Council of the Corporation of the Township of South Glengarry deems it expedient to appoint a Fire Chief for the Township of South Glengarry.

AND WHEREAS in the absence of the Fire Chief, the Deputy Fire Chief shall assume all duties as per the *Fire Protection and Prevention Act*, 1997, S.O. 1997, c. 4 Section 6 (1)

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

1. **THAT** James Walker be appointed Deputy Fire Chief for the Corporation of the Township of South Glengarry Fire Department.
2. **THAT** this by-law shall come into force and effect upon the date of its passing.

**READ A FIRST, SECOND, AND THIRD TIME, PASSED, SIGNED, AND SEALED IN
OPEN COUNCIL THIS 6TH DAY OF APRIL 2020.**

MAYOR: _____ **CLERK:** _____



STAFF REPORT

S.R.46-2020

PREPARED BY: Joanne Haley- GM- Community Services

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: April 6, 2020

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

BACKGROUND:

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

ANALYSIS:

4. The approved agreement contained specific deadlines, conditions and provisions to ensure that the development was executed as per the approved plans and agreement.
5. On December 9, 2019, one of the owners, John Warden, emailed me requesting an extension on the approved site plan control agreement which was approved by Council on December 16, 2020 by amending the agreement to permit a three month extension to March 20, 2020 for the following condition:



- a) The Owner agrees to file a complete building permit application(s) for all structures located on the subject property that have been constructed without a permit or where by a change of use of the structure (s) has occurred without a building permit including the existing OBC Class 5 system (septic holding tank) on or before December 20, 2019.
6. Unfortunately, the owner was unable to meet the March 20, 2020 deadline and requires additional time. The agreement has another deadline of June 1st to relocate the two structures that have been temporarily placed on the subject property therefore it is suggested that June 1st, 2020 becomes the new extended deadline to which the agent for the owner agreed.
7. The approved site plan had not been registered on title immediately following Council's approval of the agreement therefore there are no costs associated to this request.
8. The attached agreement has been amended to include a new deadline of June 1, 2020 which is adequate time to allow the property owners to file complete applications for all structures located on the subject property that have been constructed without a permit or require a change of use under the Ontario Building Code.
9. The Site Plan Control Agreement and the Site Plan will be registered on title following the execution of the agreement.

IMPACT ON 2020 BUDGET:

N/A

ALIGNMENT WITH STRATEGIC PLAN:

N/A

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 46-2020 be received and that the Council of the Township of South Glengarry approves By-Law 20-2020, and the amended Site Plan Control Agreement for the property legally described Part Lot 18, Concession 2, I. L. and Being Parts 3 and 4 on Reference Plan No. 14R6088, in the geographic Township of



Charlottenburgh, now in the Township of South Glengarry, County of Glengarry also known as 6275 Boundary Road and authorizes the Mayor and Clerk to execute the amended Site Plan Control Agreement.

A handwritten signature in black ink, appearing to read "Tim Mills".

Recommended to Council for
Consideration by:
CAO – TIM MILLS

SG-D-20

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY
BY-LAW 20-2020
FOR THE YEAR 2020**

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

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

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

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

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

***READ A FIRST, SECOND AND THIRD TIME, PASSED, SIGNED AND SEALED
IN OPEN COUNCIL THIS 6th DAY OF APRIL, 2020***

MAYOR: **CLERK:**

THIS AGREEMENT made in QUADRUPLICATE this 6th Day of April, 2020

BETWEEN: John Brian and Karen Anne Warden

HEREINAFTER CALLED THE "OWNER"
OF THE FIRST PART

AND: THE CORPORATION OF THE TOWNSHIP OF
SOUTH GLENGARRY

HEREINAFTER CALLED THE "TOWNSHIP"
OF THE SECOND PART

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

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

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

TABLE OF CONTENTS

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

1. DEFINITIONS, LAND AND SCHEDULES

In this Agreement:

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

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

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

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

2. GENERAL

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

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

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

3. BUILDING AND PLANNING REQUIREMENTS

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

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

4. LANDSCAPING REQUIREMENTS

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

5. SERVICING REQUIREMENTS

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

6. FINANCIAL REQUIREMENTS

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

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

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

7. RELEASE OF DEPOSIT

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

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

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

8. SPECIAL CONDITIONS

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

9. GENERAL CONDITIONS

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

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

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

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

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

10. MINOR MODIFICATIONS TO THE SITE PLAN

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

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

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

DATED AT THE _____ THIS ____ DAY OF _____, 2020.

SIGNED, SEALED AND DELIVERED in the presence of:

Per: John Brian Warden

Per: Karen Anne Warden

DATED AT THE TOWNSHIP OF SOUTH GLENGARRY THIS ____ DAY OF _____, 2020.

SIGNED, SEALED AND DELIVERED in the presence of:

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

Frank Prevost, Mayor

Kelli Campeau, Clerk

SCHEDULE “A”

DESCRIPTION OF THE LANDS TO WHICH THIS AGREEMENT APPLIES

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

SCHEDULE "B"

PLANS

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

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

Plan:

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

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

SCHEDULE 'C'

FINANCIAL REQUIREMENTS

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

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

The security deposit will be released based upon the following:

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

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

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

SCHEDULE "D"

FORM OF LETTER OF CREDIT

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

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

Dear Sirs:

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

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

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

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

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

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

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

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

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

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

NOTES:

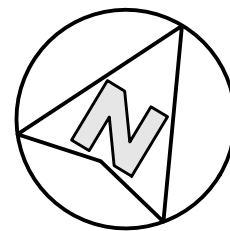
- CONTRACTOR TO VERIFY LOCATION OF ALL BURIED SERVICES PRIOR TO START OF CONSTRUCTION.
- TOPOGRAPHIC INFORMATION PROVIDED BY .
- ELEVATIONS SHOWN ON THIS PLAN ARE GEODETIC.
- ALL DISTURBED AREAS TO BE REINSTATED WITH TOPSOIL AND SOD UNLESS OTHERWISE NOTED.

LEGEND:

	EXISTING PROPERTY LINE
	NEW PROPERTY LINE
	EXISTING EDGE OF ASPHALT
	NEW GRANULAR DRIVEWAY
	EXISTING GRANULAR DRIVEWAY
	EXISTING TOP OF SLOPE
	EXISTING BOTTOM OF SLOPE
	EXISTING WATER SERVICE
	NEW WATER SERVICE
	NEW SANITARY SERVICE
	NEW SWALE
	HIGH POINT
	FLOW DIRECTION ARROW
	FINISHED GROUND ELEVATION
	EXISTING GROUND ELEVATION
	EXISTING GROUND ELEVATION
	NEW SANITARY MANHOLE
	EXISTING DRILLED WELL
	NEW CURB STOP
	EXISTING UTILITY POLE
	EXISTING OVERHEAD LINE
	EXISTING GAS LINE
	EXISTING SIGNAGE
	EXISTING TREES
	BUILDING ENTRANCE
	NEW ASPHALT DRIVEWAY
	NEW GRANULAR ACCESS
	EXISTING BUILDING OUTLINE
	NEW RIP-RAP c/w GEOTEXTILE PER O.P.S.D 810.010.

2019/06/26	5	RE-ISSUED FOR SITE PLAN CONTROL
2019/06/20	4	RE-ISSUED FOR SITE PLAN CONTROL
2019/05/06	3	RE-ISSUED FOR SITE PLAN CONTROL
2018/09/05	2	ISSUED FOR SITE PLAN CONTROL
2018/06/14	1	ISSUED FOR TOWNSHIP REVIEW
DATE	No.	REVISION

THE DRAWINGS, ARRANGEMENTS, ANNOTATIONS AND GRAPHICAL PRESENTATIONS ON THIS DOCUMENT ARE THE PROPERTY OF EVB ENGINEERING WHO RETAINS OWNERSHIP AND AUTHORITY OF THIS DOCUMENT IN ITS ENTIRETY. THIS DOCUMENT IS AN INSTRUMENT OF SERVICE AND THE INTELLECTUAL AND PHYSICAL PROPERTY OF EVB ENGINEERING. AUTHORIZED USE OF THIS DRAWING IS GRANTED SOLELY FOR THE PURPOSE OF THIS SPECIFIC PROJECT AND LOCATION, AND NOT FOR CONSTRUCTION OR USE FOR ANY OTHER PROJECT. COPYRIGHT © 2017 EVB ENGINEERING.



208 PITT STREET
CORNWALL, ONTARIO CANADA, K6J 3P6
TEL: 613-935-3775 | FAX: 613-935-6450
WEBSITE: EVBengineering.com

CLIENT:

JOHN WARDEN

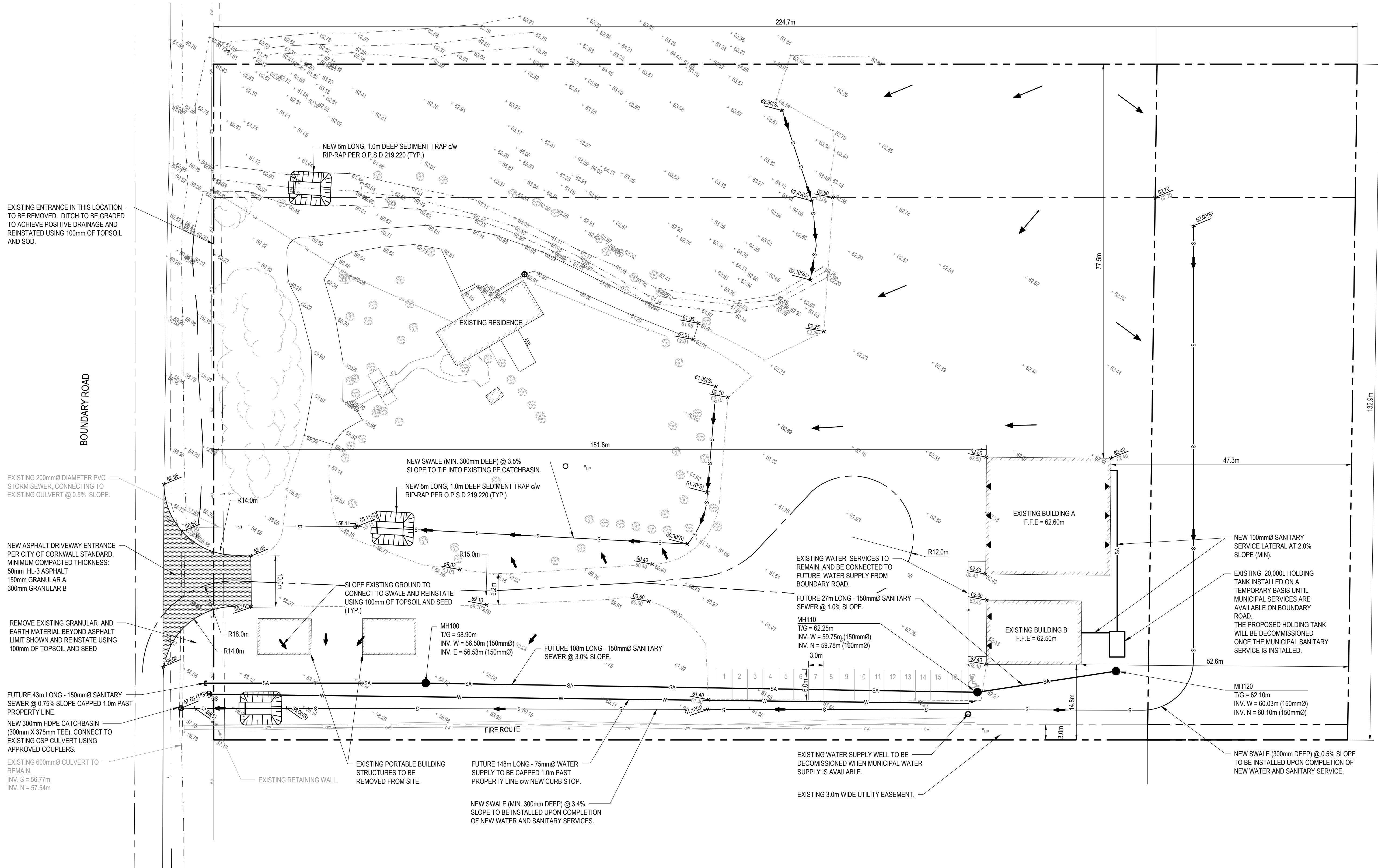
PROJECT:

WARDEN SITE PLAN

TITLE:

GENERAL SITE PLAN

SCALE: 1:400	JOB NO: 18024
DESIGNED BY: M.M.	DATE: 2018/03/05
DRAWN BY: K.B.W.	DRAWING NO.
CHECKED BY: J.E.	C1.1



SITE AND PARKING INFORMATION			
GENERAL SITE INFO		PARKING CALCULATION	
MUNICIPAL ADDRESS: 6275 BOUNDARY ROAD, CORNWALL ON. K6H 5R5 LEGAL DESCRIPTION: PART OF LOT 18, CONCESSION 2, ST. REGIS INDIAN RESERVE, TOWNSHIP OF SOUTH GLENGARRY OBC CLASSIFICATION: GROUP F - DIVISION 2, REPAIR GARAGE. ZONING: HIGHWAY COMMERCIAL FRONTAGE: 132.9m LOT DEPTH: 224.7m		REQUIRE 2 SPACES PER SERVICE BAY AND 1 SPACE PER EMPLOYEE. THERE WILL BE 5 BAYS AND 7 EMPLOYEES; THEREFORE 17 SPACES REQUIRED. PARKING PROVIDED: 17 SPACES	
ZONING BY-LAW		BUILDING AREA	
ZONING: HIGHWAY COMMERCIAL MIN. FRONTAGE: 25m (132.9 PROVIDED) MAX. LOT COVERAGE: 45 % (2.7% PROVIDED) MIN. FRONT YARD SETBACK: 15m (151.8m PROVIDED) MIN. SIDE YARD SETBACK: 6m (14.8m AND 77.5m PROVIDED) MIN. REAR YARD SETBACK: 10m (47.3m PROVIDED)		BUILDING AREA: 562.63m ² (A), 234.84m ² (B)	
FIRE TRUCK ACCESS ROUTE IS FROM BOUNDARY ROAD AND SHALL CONFORM TO OBC 3.2.5.4 AND 3.2.5.6.		SITE AREA: 29,733m ²	
		LANDSCAPING AREA	
		51% OF SITE	



KEY PLAN
SCALE: N.T.S.

INFORMATION REPORT



REPORT TO: Council of the Township of South Glengarry

MEETING DATE: April 6, 2020

SUBJECT: Corporate Services - Impact of COVID

PREPARED BY: L. McDonald, GM Corporate Services

The impacts of COVID-19 have affected Corporate Services in the following manner (from AMO):

Highlights of a municipal interest include the following:

Property Taxation

Property Assessment Postponed – The provincial government is postponing the assessment update for 2021. Assessed values for 2021 will be based on the same valuation date as they are for 2020. There will be no financial impact for municipalities as a result of this postponement. MPAC will continue to update assessment rolls to reflect new construction. Technical details related to this postponement will be determined in the months ahead.

Education Property Tax Remittance Deferral – The provincial government is deferring the required municipal quarterly remittance of education tax collections by 90 days. The current remittance due March 31 remains unchanged. This will affect two future quarterly payments. The remittance which would have been due on June 30 is now due on September 30. The payment which had been due September 30 is now due December 30. This measure supports single and lower tier Council decisions on property tax deferrals and the waiving of late penalties.

What does this mean to South Glengarry?

2021 assessments will remain at the 2020 value meaning it is likely that the 2021 budget will see an increase in tax rate on stagnant MPAC assessment versus the usual decrease in our tax rate on rising MPAC assessment.

The Township will pay the school board later than usual for the June and September payments but will make the usual first payment on March 31.

Other changes brought forward by the Ministry of Finance (letter attached) are that:

- Deadline extensions for Requests for Reconsiderations (RfR)
- Additional support for municipalities (\$250 million in direct support)

Ministry of Finance

Provincial-Local
Finance Division
10th Floor
777 Bay Street
Toronto ON M5G 2C8

Tel.: 416 327 0264
Fax.: 416 325 7644

Ministère des Finances

Division des relations provinciales-
municipales en matière de finances
10^e étage
777 rue Bay
Toronto ON M5G 2C8

Tél. : 416 327 0264
Télec.: 416 325 7644



March 25, 2020

Dear Municipal Treasurer / Clerk-Treasurer:

I am writing to follow up on the Minister of Finance's letter that was sent to your Head of Council today by providing you with further details on a number of property tax initiatives that were announced in *Ontario's Action Plan: Responding to COVID-19 (March 2020 Economic and Fiscal Update)*.

Deferral of Education Property Tax Remittance

The Province recognizes that many residents and businesses are facing challenges in making their scheduled property tax payments. We have been working closely with municipalities as they introduce measures to provide property tax relief, for example, by allowing taxpayers to defer property tax payments. In particular, we have been having discussions with members of the Property Assessment and Taxation Review Municipal Advisory Committee regarding potential measures.

In order to support and encourage municipal tax relief measures, the government announced that it is deferring the property tax payments that municipalities make to school boards by 90 days. This is consistent with requests that we have received from a number of municipalities and municipal organizations.

The Minister of Finance has announced the deferral of the upcoming quarterly (June 30) municipal remittance of education property taxes to school boards, as well as the deferral of the September 30 quarterly municipal remittance to school boards. Deferring these payments by 90 days each will provide municipalities the flexibility to, in turn, provide property tax deferrals to local residents and businesses.

To ensure this deferral does not have a financial impact on school boards, the Province will adjust payments to school boards to offset the deferral.

2021 Reassessment

The government will also be postponing the planned property tax reassessment for 2021, reflecting input that has been received from a number of municipal leaders. This will ensure that municipal governments are able to focus their attention on critical public health initiatives and other efforts to manage the local response to the COVID-19 outbreak. Postponing the reassessment will also provide stability for Ontario's property taxpayers and municipalities.

Postponing the reassessment means that property assessments for the 2021 taxation year will continue to be based on the same valuation date that was in effect for the 2020 taxation year. The Municipal Property Assessment Corporation (MPAC) will continue to maintain the assessment roll and ensure that it is updated to reflect changes such as new construction.

As part of our ongoing consultations with municipalities and taxpayers through the Property Assessment and Taxation Review, we will be discussing potential approaches for the next reassessment. The focus will be on maintaining stability for property owners and municipalities.

Appeal Deadlines

In addition, I want to make you aware that the government has issued a regulation under the *Emergency Measures and Civil Protection Act* which suspends the application of limitation periods and related deadlines under provincial legislation for the duration of the current emergency period. As a result, the deadlines for submitting Requests for Reconsideration (RfRs) to MPAC and appeals to the Assessment Review Board (ARB) will be extended until after the emergency declaration is lifted.

Information on the deadline extension for RfRs is posted on MPAC's website. Property owners who have questions regarding how the deadline extension may apply to the circumstances of their specific RfR or appeal should contact MPAC or the ARB.

Additional Support for Municipalities

As noted in the Minister of Finance's letter to your Head of Council, as we work with our municipal partners to help stop the spread of COVID-19, the government is providing nearly \$250 million of direct support that will assist municipalities in their efforts.

As the COVID-19 outbreak continues to evolve, we will continue to work closely in partnership with municipalities to ensure stability for Ontario's property tax system.

If you have any questions related to the property tax decisions noted above, please contact Chris Broughton, Director of the Property Tax Policy Branch at Chris.Broughton@ontario.ca or 416-455-6307.

Sincerely,

A handwritten signature in black ink, appearing to read 'Allan Doheny', with a stylized, cursive script.

Allan Doheny
Assistant Deputy Minister

c: Greg Orencsak, Deputy Minister, Ministry of Finance
Kate Manson-Smith, Deputy Minister, Ministry of Municipal Affairs and Housing

INFORMATION REPORT



REPORT TO: Council of the Township of South Glengarry

MEETING DATE: April 6, 2020

SUBJECT: CIP 2020 Update

PREPARED BY: Joanne Haley, GM Community Services

A community improvement plan (CIP) is a tool that allows a municipality to direct funds and implement policy initiatives toward a specifically defined project area. The Community Improvement Plans are intended to encourage rehabilitation initiatives and/or stimulate development. Once implemented, South Glengarry's CIP allows Council to provide grants to assist in the rehabilitation of lands and/or buildings within the defined Community Improvement Project Area.

Council approved \$60,000 in the 2020 budget for the CIP program. Following budget approval in March 2020, administration proceeded to establish intake dates for applications to be submitted. The first intake date was scheduled for Monday May 4th, 2020. There are some business/property owners looking for funding for specific projects that would benefit from the spring intake, however, there could be many business/property owners that would not have the funds to invest given the current economic situation due to Covid-19. The Township has not advertised the intake date to the public as of yet. If Council chooses to proceed with a May intake date, administration will advertise accordingly and offer guidance to the applicants by phone.

We look forward to discussing this with Council.



WILLIAMSTOWN *Santa Claus* PARADE

Thank you for supporting the Williamstown Parade!

Margie McDonnell

Linan Munro

Elly Stain

From: noreply@salesforce.com on behalf of [Ag Info](#)
To: [Kelli Campeau](#)
Subject: Line Fences Act / Loi sur les clôtures de bornage
Date: April-01-20 9:54:17 AM

This communication is in both English and French. The French-language message can be found immediately after the English-language message.

La présente communication est en anglais et en français. Le message en français se trouve immédiatement après la version anglaise.

Dear Stakeholder:

I am writing to let you know effective today, the administration of the Line Fences Act (Act) has transitioned from the Ministry of Municipal Affairs and Housing (MMAH) to the Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA).

As OMAFRA is tasked with specifically supporting agriculture and rural affairs in Ontario, it makes sense for the administration of this Act to be the responsibility of the Minister of Agriculture, Food and Rural Affairs.

OMAFRA also administers other Acts that support the sector and works with farmers and municipalities on a variety of files and has a proven track record in helping farmers and rural residents to find and build solutions to a variety of challenges they face.

We have worked closely with MMAH to ensure a seamless transition of the administration of the Act to OMAFRA. We will ensure the Act continues to be administered in an effective and efficient way. If you have any questions, please call the Agriculture Information Contact Centre: at 1-877-424-1300 or by email at: ag.info.omafra@ontario.ca.

We look forward to continuing to work with your organization on this and other matters.

Sincerely,

Carolyn Hamilton

Director, Rural Programs Branch
Economic Development Division
Ministry of Agriculture, Food and Rural Affairs

Madame, Monsieur,

Je désire vous informer qu'à compter d'aujourd'hui, l'administration de la *Loi sur les clôtures de bornage* (la Loi) est passée du ministère des Affaires municipales et du Logement (MAML) au ministère de l'Agriculture, de l'Alimentation et des Affaires rurales de l'Ontario (MAAARO).

Comme le MAAARO est chargé de soutenir spécifiquement l'agriculture et les affaires rurales en Ontario, il paraît sensé que l'administration de cette loi relève du ministre de l'Agriculture, de l'Alimentation et des Affaires rurales.

Le MAAARO administre également d'autres lois qui soutiennent le secteur et travaille avec les agriculteurs et les municipalités sur de multiples dossiers. Il a fait ses preuves en aidant les agriculteurs et les résidents des régions rurales à trouver et à élaborer des solutions à de nombreux défis auxquels ils doivent faire face.

Nous avons travaillé en étroite collaboration avec le MAML pour assurer une transition sans heurts de l'administration de la Loi au MAAARO. Nous veillerons à ce que l'administration de la Loi se poursuive de manière efficace et efficiente. Si vous avez des questions, veuillez communiquer avec le Centre d'information agricole par téléphone au 1 877 424-1300 ou par courriel à ag.info.omafra@ontario.ca.

Nous espérons de continuer à travailler avec votre organisation sur ce sujet et sur d'autres questions.

Sincères salutations,

Carolyn Hamilton
Directrice, Direction des programmes pour les collectivités rurales
Division du développement économique
Ministère de l'Agriculture, de l'Alimentation et des Affaires rurales





Clerk's Department

595 9th Avenue East, Owen Sound Ontario N4K 3E3
519-372-0219 x 1223 / 1-800-567-GREY / Fax: 519-376-8998

March 16, 2020

The Right Honourable Justin Trudeau
By email only: pm@pm.gc.ca

Dear Prime Minister:

Re: Grey County Council Resolution Supporting 100% Canadian Wines Excise Exemption

At the March 12, 2020 session of Grey County Committee of the Whole, resolution CW60-20 was passed by Grey County Council as follows:

Whereas, Canada's federal excise tax currently exempts 100% Canadian wines; and

Whereas, Australia has asked the World Trade Organization (WTO) to rule that this exemption is discriminatory; and

Whereas, if the WTO were to rule with Australia, Canadian wineries making 100% Canadian wine would no longer be exempt; and

Whereas, the present value of the excise exemption is \$39 million annually across Canada; and

Whereas, in the 13 years since this exemption was created, the production of 100% Canadian wine has increased by almost 30 million litres, representing an additional annual contribution of \$2.7 billion to the Canadian economy; and

Whereas, Grey County, specifically the municipalities of Meaford and Town of Blue Mountains, is home to a number of successful, award winning, boutique wineries;

Now Therefore, Be It Resolved That, the County of Grey supports the excise exemption for 100% Canadian wines; and

That, the County of Grey appeals to the Federal government to ensure the exemption remains in place by reaching an agreement

Page 2
March 16, 2020

with Australia prior to the WTO ruling; and

That, this motion be forwarded to: The Right Honourable Justin Trudeau, Prime Minister of Canada; The Honourable Andrew Scheer, Leader of the Official Opposition; Yves-François Blanchet, Leader of the Bloc Québécois; Jagmeet Singh, Leader of the New Democratic Party of Canada; Jo-Ann Roberts, Interim Leader of the Green Party of Canada; The Honourable Mary Ng, Minister of Small Business, Export Promotion, and International Trade; Alex Ruff, Member of Parliament for Bruce-Grey-Owen Sound; AMO Member Municipalities; FCM Member Municipalities; Vintner's Quality Alliance; Ontario Craft Wineries; Ontario Craft Cider Association; and

That this resolution be forwarded prior to County Council approval as per Section 25.6 of Procedural By-law 5003-18.

Yours truly,



Heather Morrison

Clerk

(519) 372-0219 x 1227

heather.morrison@grey.ca

www.grey.ca

/kn

cc.

The Honourable Andrew Scheer, Leader of the Official Opposition: Andrew.scheer@parl.gc.ca

Yves-François Blanchet, Leader of the Bloc Québécois: yves-francois.blachet@parl.gc.ca

Jagmeet Singh, Leader of the New Democratic Party of Canada: jagmeet.singh@parl.gc.ca

Jo-Ann Roberts, Interim Leader of the Green Party of Canada: leader@greenparty.ca

The Honourable Mary Ng, Minister of Small Business, Export Promotion, and International Trade: mary.ng@parl.gc.ca

Alex Ruff, Member of Parliament for Bruce-Grey-Owen Sound: alex.ruff@parl.gc.ca

AMO Member Municipalities

FCM Member Municipalities

Vintner's Quality Alliance: info@canadianvintners.com

Ontario Craft Wineries: info@winecouncilofontario.ca; info@ontariocraftwineries.ca

Ontario Craft Cider Association: info@ontariocraftcider.com

OFFICE OF THE MAYOR



CORPORATION OF THE
CITY OF SAULT STE. MARIE

March 13, 2020

The Honourable Doug Ford, Premier of Ontario
The Honourable Jeff Yurek, Minister of the Environment, Conservation and Parks
The Honourable John Yakabuski, Minister of Natural Resources and Forestry

Dear Premier Ford, Minister Yurek and Minister Yakabuski:

RE: Support for Conservation Authorities

You will find attached hereto a resolution passed by the Corporation of the City of Sault Ste. Marie City Council on March 9, 2020 regarding support for conservation authorities in Ontario.

We trust that this matter will receive the appropriate time and attention from your respective offices.

Yours truly,

Christian C. Provenzano, B.A., LL.B., LL.M

CC City Council
 Association of Municipalities of Ontario
 Conservation Ontario



CITY COUNCIL RESOLUTION

Agenda Number: 8.1
Title: Conservation Authorities
Date: Monday, March 9, 2020

Moved by: Councillor M. Bruni
Seconded by: Councillor R. Niro

Whereas the City of Sault Ste. Marie has been well served by the Sault Ste. Marie Region Conservation Authority; and

Whereas Sault Ste. Marie values the efforts of the Conservation Authority to monitor floods, to manage source water protection and to ensure the integrity of the watersheds within our municipality and conserve our natural environment; and

Whereas the Province of Ontario is currently reviewing the mandate and operations of Conservation Authorities; and

Whereas Conservation Authorities provide essential services to municipalities in their watersheds;

Now Therefore Be It Resolved that the Council of the City of Sault Ste. Marie encourages the Province to continue to support the principle of planning on a watershed basis in the ongoing review and prioritize the allocation of adequate funding to support the core mandate of conservation authorities while preventing any downloading of costs to municipalities;

Further that the Province of Ontario be requested to maintain and not diminish the core mandate of Conservation Authorities; and

That this resolution be forwarded to Premier Doug Ford, the Minister of the Environment, Conservation and Parks, the Minister of Natural Resources and Forestry, Conservation Ontario, the Association of Municipalities of Ontario and all Ontario municipalities.

Carried

Tied, Defeated

Defeated

**Officially Read and Not
Dealt With / Postponed**

INFORMATION REPORT**REPORT TO:** Council of the Township of South Glengarry**MEETING DATE:** April 6, 2020**SUBJECT:** Consent Summary 2020**PREPARED BY:** Joanne Haley- GM- Community Services**CONSENT APPLICATIONS SUMMARY- 2020**

Application #	Recommendation	Decision
B-3-20	Recommended	Approved
B-9-20	Recommended	Approved
B-23-20	Recommended	Approved

Application Number	B-3-19
Date Accepted by SDG	January 21 2020
Date Received by TWP	January 21 2020
Name	Martin McDonald
Legal	Part of Lot 9 & 10, Concession 8
To Council	March 2, 2020
To Counties	February 25, 2020
Recommendation	Recommended
Decision	Approved
Date of Decision	March 3, 2020

Application Number	B-9-20
Date Accepted by SDG	February 7, 2020
Date Received by TWP	February 18, 2020
Name	Lisa Kaneb
Legal	Part of Lot 20, Concession 1
To Council	March 2, 2020
To Counties	February 25, 2020
Recommendation	Recommended
Decision	Approved
Date of Decision	March 24, 2020

Application Number	B-23-20
Date Accepted by SDG	March 11, 2020
Date Received by TWP	March 17, 2020
Name	1655710 Ontario Inc.
Legal	Part of Lot 18, Concession 2
To Council	April 6, 2020
To Counties	March 31, 2020
Recommendation	
Decision	
Date of Decision	

INFORMATION REPORT



REPORT TO: Council of the Township of South Glengarry

MEETING DATE: April 6, 2020

SUBJECT: Consent Application B- 23-20

PREPARED BY: Joanne Haley- GM Community Services

RE: B-23-20
Part Lot 18, Concession 2
Former Township of Charlottenburgh
1655710 Ontario Ltd.

Type of Consent: To Create a Commercial Lot that is Developed together with an Easement in favour of the Retained Lands

Subject:

The subject property is located on part of lot 18, Concession 2, on the east side of Boundary Road. The purpose of this application is to create a parcel that is approximately 3.4 acres in size that is commercially developed while retaining approximately 23.5 acres of commercially developed land. An easement will also be created and registered against the severed lands in favour of the retained lands to permit access to the rear via an access that currently exists.

Official Plan Designations:

The subject property is designated Commercial District in the County Official Plan. This proposed consent conforms to the Official Plan.

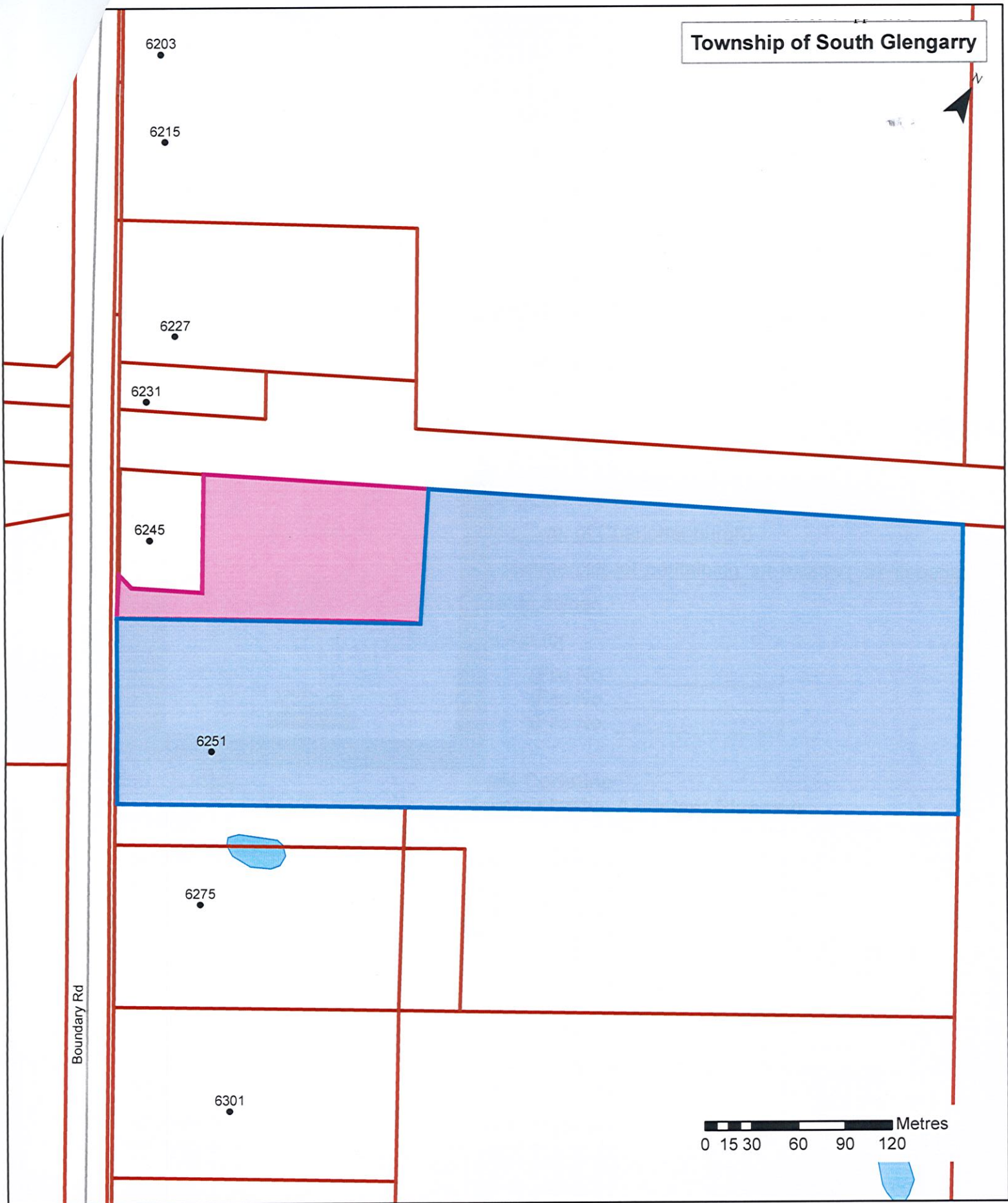
Zoning By-law:

The subject property is zoned Highway Commercial in the Township's Zoning By-Law. A Minor Variance will need to be applied for and approved to reduce the minimum lot frontage on the severed portion.

Proposed Recommendation:

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

1. A review fee of \$200.00 must be paid to the Township.
2. 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 systems. Further information may be required from the applicant once the site visit is completed. The applicant will be required to attend to the Township office to apply for a site visit and to file a fee of \$170.00.
3. A Minor Variance must be applied for and approved to reduce the minimum lot frontage of the severed parcel.



-  Retained ~ 23.5 acres
-  Severed ~ 3.40 acres

Application Number: B-23-20

INFORMATION REPORT



REPORT TO: Council of the Township of South Glengarry

MEETING DATE: April 6, 2020

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 as well as the memo for the application recommending approval. The recommendations and conditions requested have been included in the decisions as requested.



**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-9-20

NAME: Lisa Kaneb

MUNICIPALITY: Township of South Glengarry (Former 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: April 13, 2020

Date of giving of this notice is: March 24, 2020

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



UNITED COUNTIES OF
STORMONT, DUNDAS AND GLENGARRY
DECISION

The Approval Authority for the United Counties of Stormont, Dundas and Glengarry did, on **Tuesday, March 24, 2020**, decide that **PROVISIONAL CONSENT WILL BE GIVEN** to:

APPLICATION NO. B-9-20

OWNER: Lisa Kaneb

MUNICIPALITY: South Glengarry

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

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

1. A review fee of \$200.00 must be paid to the Township. The Township of South Glengarry will clear the condition with the Administrative Assistant-Planning.
2. A Parkland fee of \$1,000.00 must be paid to the Township. The Township of South Glengarry will clear the condition the Administrative Assistant-Planning.
3. That Road widening of 13 feet from Orchard Road must be deeded to the Township on both the severed and retained parcels. The Township of South Glengarry will clear the condition with the Administrative Assistant-Planning.
4. The landowner shall submit a written acknowledgement that no new and/or additional entrances will be permitted to access County Road 2. The County Engineer will clear the condition with the Administrative Assistant-Planning.
5. The landowner shall enter into an encroachment agreement with the United Counties of Stormont, Dundas and Glengarry, with terms acceptable to the County to formally permit and/or allow the use of water line(s) which pass through the County right-of-way. The County Engineer will clear the condition with the Administrative Assistant-Planning.
6. That the Administrative Assistant-Planning be provided with a description of the land to be conveyed that is consistent with the application and sufficient and equal to that required for the registration of a deed or other conveyance of land under the provisions of the Registry Act. Three (3) copies of the new deed for the severed parcel are to be provided to the Administrative Assistant-Planning for the issuance of the certificate of the Secretary, and the stamping fee of \$225.00 must accompany the deeds. Upon providing a paper copy of the Deposited Reference Plan to the Administrative Assistant-Planning, a digital copy, which can be emailed, in a PDF or TIF format must also be submitted.

OFFICIAL RENDERING THE ABOVE DECISION:

Benjamin de Haan, P. Eng
Approval Authority

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

Katie Coristine, Administrative Assistant

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

March 24, 2021

THE LAST DAY TO SUBMIT AN APPEAL AGAINST THIS DECISION IS: APRIL 13, 2020

INFORMATION REPORT



REPORT TO: Council of the Township of South Glengarry

MEETING DATE: March 2, 2020

SUBJECT: Consent Application B-9-20

PREPARED BY: Joanne Haley, GM Community Services

RE: B-9-20
Part Lot 20, Concession 1, Front
Former Township of Charlottenburgh
Kaneb

Type of Consent: To Create a Building Lot

Subject:

The subject property is located on part of lot 20, Concession 1, Front, on the west side of Orchard Road and the north side of County Road 2. The purpose of this application is to sever approximately 1.4 acres of vacant land and to retain 2.7 acres of developed land.

Official Plan Designations:

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

Zoning By-law:

The subject property is zoned Rural in the Township’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 PPS, the Official Plan and the Zoning By-Law. This consent will be subject to the following conditions:

1. A review fee of \$200.00 must be paid to the Township.
2. A Parkland fee of \$1,000.00 must be paid to the Township.
3. That Road widening of 13 feet from Orchard Road must be deeded to the Township on both the severed and retained parcels.

SEPT. 2018

SHED

SITE PLAN SKETCH

PART E 1/2 LOT 20
CONCESSION 1, FRONT
TOWNSHIP OF SOUTH GLENHARRY

EXISTING
HOUSE

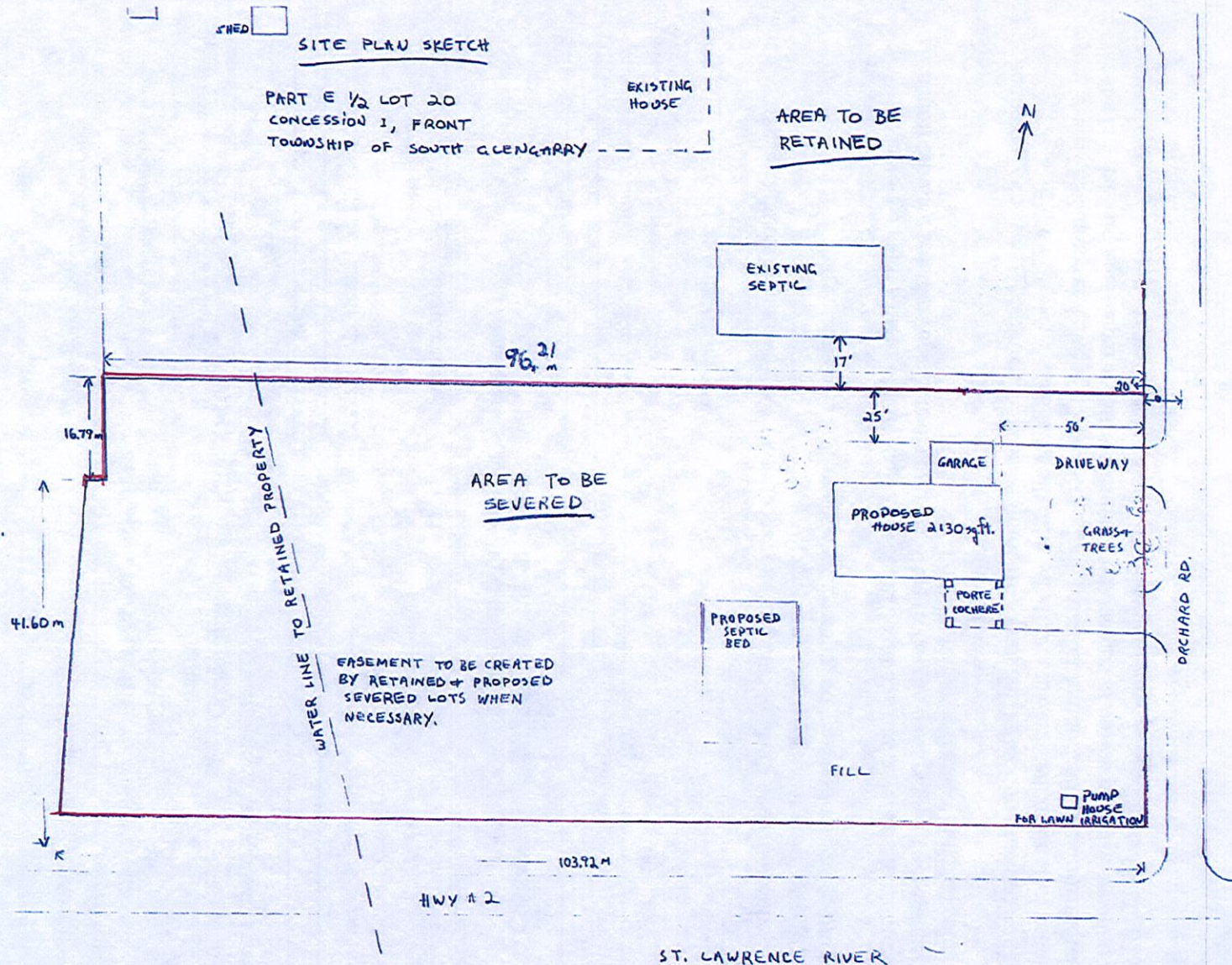
AREA TO BE
RETAINED

N
↑

IMPERIAL

FRONT 217'
SOUTH 340'
WEST 191'
NORTH 300'

300 x 190 = 57,000 sq. ft. APPROX.



UNFINISHED BUSINESS REPORT
Presented to Council April 6, 2020

INFRASTRUCTURE SERVICES					
No.	Item	Date Added	Expected Completion	Status	Update
1.	Docks on Township Property	JAN 2016	Summer 2020	Ongoing	Met with Residents on Tuesday March 3 rd . Letter sent to property owners to follow up
2.	Fire Protection Ponds	MAY 2016	Summer 2020	Ongoing	No update
3.	Municipal Servicing from City of Cornwall	MAY 2016	Fall 2020	Ongoing	Township to present a report to an upcoming City of Cornwall Council Meeting. Consultant reviewing Watson and EVB Reports.
4.	Private Roads (development of document)	FEB 2017	Fall 2020	Ongoing	No update
5.	Williamstown Garage & Fire Hall	MAY 2018	Spring 2020	Ongoing	Funding approved in Budget. Reviewing reports and location for garage. SDG reviewing EVB Report and will be providing comments. Staff Report to issue Tender on April 6 Agenda Tender documents to be ready for spring.
6.	LED Streetlights (Glen Walter)	MAR 2019	Fall 2020	Ongoing	Met with Cornwall Electric on February 20 to review LED Street Light Project. Will follow up with inventory and costs for ongoing discussions.

11.	Review of Waste Management program	Dec 2019	Fall 2020	Ongoing	Landfill/Environment Committee to review tender documents in spring. SDG County Waste Management Strategy RFP to be issued in early March.
COMMUNITY SERVICES					
12.	Hamlet Signage Policy	JUNE 2019	JUNE 2020	Ongoing	Sign It is completing the final drafts of the signage including the SDG tagline. We hope to have the policy completed in June.
13.	Flood Plain Mapping Project	NOV 2019	MAR 2020	Ongoing	Complete as the deadline for the project was March 31, 2020. There will be ongoing work required before the mapping can be implemented.
CORPORATE SERVICES					
12.	Review of Water Rates	APR 2019	Spring 2020	Ongoing	May 17 is still the target date
14.	Water Bill Design	AUG 2019	Spring 2020	Ongoing	Will re-design with Water Rate Review
15.	Strategic Plan – Action Plans	JUNE 2019	Spring 2020	Ongoing	Under review
16.	Civic Signage Project	JUNE 2019	Spring 2020	Ongoing	By-law in Final Review

SG-M-20

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY
BY-LAW 21-2020
FOR THE YEAR 2020**

***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 March 16th, 2020 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 APRIL 2020.***

MAYOR: **CLERK:**