

**TOWNSHIP OF SOUTH GLENGARRY
REGULAR MEETING OF COUNCIL
Council Chambers, Municipal Office
Monday, November 7, 2016 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. Should a Council member wish an alternative action, 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](#) 3
- 5. APPROVAL OF MINUTES**
 - a) [Minutes of the Previous Meeting - October 17, 2016](#) 4 - 6
- 6. PRESENTATIONS AND DELEGATIONS**
 - a) United Way - Centraide SD&G - Lori Greer
 - b) SD&G County Library - Karen Franklin
- 7. NEW BUSINESS**
 - a) **Staff Reports**
 - i. [By-law 38-10 - Addition of Schedule F \(Multi-Dwelling Units\) - 3rd and Final Reading](#) 7 - 12
 - ii. [Procurement 16-16 Household Waste Collection Haulage & Disposal](#) 13 - 14
 - iii. [Summerstown Estates Phase II- Recommending Final Approval and Execution of Subdivision Agreement](#) 15 - 55

iv.	Viau Site Plan Control Approval and Agreement	56 - 65
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b)	Committee Reports	
c)	Other Business	
d)	For Information Only	
i.	2016 Assessment Update	70 - 71
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iii.	Report on 2016 Fire Prevention Week Activities	75 - 76
iv.	Notice of Public Meeting - Committee of Adjustment - A17-16 A16-16	77 - 80
v.	26-Oct-2016 Building & Planning Open House & Info Session	81
8.	UNFINISHED BUSINESS	
9.	CLOSED SESSION	
a)	BE IT RESOLVED THAT Council convene to Closed Session to discuss the following item(s) under Section 239 (2) of The Municipal Act S.O. 2001 (2) A meeting or part of a meeting may be closed to the public if the subject matter being considered is: (b) personal matters about an identifiable individuals, including municipal or local board employees; - Staff Report No. 129-16 - Offer to Purchase - Glen Walter Fire Station – Verbal update - Fire Chief Vic Leroux	
10.	CONFIRMING BY-LAW	
a)	CONFIRMING By-law No.77-16	82
11.	ADJOURNMENT	



DECLARATION OF PECUNIARY INTEREST

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

Signature

OCTOBER 17, 2016

THE REGULAR MEETING OF THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY WAS HELD IN THE EVENING AT THE TOWNSHIP OFFICE, LANCASTER ON OCTOBER 17TH, 2016.

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

STAFF PRESENT: Marilyn LeBrun Clerk, Mike Samson GM-Corporate Services, Joanne Haley GM-Community Services, Kelli Campeau Communication and Lachlan McDonald Intern Treasurer

RESOLUTION NO. 280-16

Moved by: Frank Prevost
Seconded by: Bill McKenzie

BE IT RESOLVED THAT the Regular Council Meeting of the Township of South Glengarry of October 17th, 2016 now be **opened**.
Carried.

RESOLUTION NO. 281-16

Moved by: Frank Prevost
Seconded by: Lyle Warden

BE IT RESOLVED THAT Council of the Township of South Glengarry approve the Agenda Package for the Meeting of October 17, 2016 **amended**.
Carried.

Presentation and Delegation: OPP Liaison Sgt. Lamontagne and Ron Brennan, Stephanie Jaworski from Save Char-Lan Committee along with Todd Rozon.

Councillor Lyle Warden declared a pecuniary interest on Agenda Item under Other Business Item # 7 – Request from John Warden as he is my father.

Mayor Ian McLeod declared a pecuniary interest on Agenda items for the meeting of October 17, 2016: Staff Report Item # 7 a) iv, vi, vii and viii as the company I am employed with has done work on these files.

RESOLUTION NO. 282-16

Moved by: Frank Prevost
Seconded by: Trevor Bougie

BE IT RESOLVED THAT the minutes of the following Council meeting be accepted as **circulated**:
- Regular Meeting – October 3rd, 2016
Carried.

RESOLUTION NO. 283-16

Moved by: Frank Prevost
Seconded by: Lyle Warden

BE IT RESOLVED THAT Staff Report No. 117-16 be received and that the Council of the Township of South Glengarry approves By-law No. 73-16 and enter into a Site Plan Control Agreement for the property legally described as Part of Lots 6 and 7, Registered Plan No. 26, being Part 2 on 14R-2810 in the former Village of Lancaster now in the Township of South Glengarry, also known as **213 Military Road**, Lancaster and that By-law. 73-16 be read a first, second and third time, passed, signed and sealed in Open Council this 17th Day of October 2016.
Carried.

RESOLUTION NO. 284-16

Moved by: Bill McKenzie
Seconded by: Lyle Warden

BE IT RESOLVED THAT Staff Report No. 118-16 be received and that the Council of the Township of South Glengarry direct Administration to amend Schedule "A" of the Parking By-law 39-16 and to amend by removing all but the southern 80 metres of Richmond Road and all of Richmond Court from the No Parking Restriction
Carried.

RESOLUTION NO. 285-16

Moved by: Frank Prevost
Seconded by: Lyle Warden

BE IT RESOLVED THAT Staff Report No.119-16 be received and that the Council of the Township of South Glengarry accept the offer of \$85,750.00 plus HST from Plouffe Holdings Ltd. to purchase the former Glen Walter Fire Hall property located at 18253 County Road 2 and furthermore that the Mayor and Clerk be authorized to sign all related documents.
Carried.

RESOLUTION NO. 286-16

Moved by: Bill McKenzie
Seconded by: Trevor Bougie

BE IT RESOLVED THAT Staff Report No.120-16 be received and that the Council of the Township of South Glengarry recommends to the United Counties Manager of Planning to approve the request to extend draft plan approval for Sapphire estates Subdivision – Phase 5 in the Township of South Glengarry.
Carried.

RESOLUTION NO.287-16

Moved by: Frank Prevost
Seconded by: Lyle Warden

BE IT RESOLVED THAT Staff Report No.121-16 be received and that By-law No.74-16 and being a by-law to amend By-law 38-10 to add schedule "F" known as part of the By-law to set rates for Multi-Dwelling units be read a first and second time in Open Council this 17th day of October 2016.
Carried.

RESOLUTION NO. 288-16

Moved by: Trevor Bougie
Seconded by: Bill McKenzie

BE IT RESOLVED THAT Staff Report No.122-16 be received and that the Council of the Township of South Glengarry authorizes the Deputy- Mayor and Clerk to execute the Subdivision Agreement as amended in the analysis section of this report.
Carried.

RESOLUTION NO. 289-16

Moved by: Trevor Bougie
Seconded by: Lyle Warden

BE IT RESOLVED THAT the Council of the Township of South award Tender #16-12 for the Process Mechanical Upgrades and Building Mechanical Upgrades at the Redwood Estates Water Treatment Plant to Rose MECHANICAL 23112 Ontario Inc. as per their submission of \$220,108.63 plus HST; and furthermore that the Deputy-Mayor and Clerk be authorized to sign all appropriate documents. Carried.

RESOLUTION NO. 290-16

Moved by: Lyle Warden
Seconded by: Bill McKenzie

BE IT RESOLVED THAT Staff Report No.124-16 be received and the Council of the Township of South Glengarry award RFP #16-13 for the Glen Walter Area Water and Waste Water Master Servicing Plan to WSP Canada Inc. as per their submission of \$144,338 plus HST; and furthermore that the Deputy-Mayor and Clerk be authorized to sign all appropriate documents.
Carried.

RESOLUTION NO. 291-16

Moved by: Trevor Bougie
Seconded by: Bill McKenzie

BE IT RESOLVED THAT the Council of the Township of South Glengarry received the minutes of the following meetings:
- Raisin Region Conservation Authority – September 20, 2016
- Committee of Adjustment – September 27, 2016
Carried.

RESOLUTION NO. 292-16

Moved by: Frank Prevost
Seconded by: Bill McKenzie

BE IT RESOLVED THAT the Council of the Township of South Glengarry pass **By-law 75-16**, being a by-law to **adopt, confirm and ratify matters** dealt with by resolution at the Council Meeting of October 17th, 2016 be read a first, second and third time, passed, signed and sealed in Open Council this 17th day of October, 2016.
Carried.

RESOLUTION NO. 293-16

Moved by: Trevor Bougie
Seconded by: Lyle Warden

BE IT RESOLVED THAT the **Council Meeting** of the Corporation of the Township of South Glengarry of October 17th, 2016, be **adjourned** to the call of the chair at **8:36 pm.**
Carried.

MAYOR: _____ **CLERK:** _____



STAFF REPORT

S.R. No. 125-16

PREPARED BY: L. McDonald, Deputy Treasurer

PREPARED FOR: Council of South Glengarry

COUNCIL DATE: November 7, 2016

SUBJECT: By-law 38-10 - Addition of Schedule F (Multi-Dwelling Units) - 3rd and Final Reading

BACKGROUND:

1. Council adopted the recommendation made in Staff Report 114-16 phasing in Multi-Dwelling Units (MDU) to a single flat fee (\$68.48) plus a single minimum consumption fee (\$65.48) per billing cycle to every living unit (1 for 1).
2. The recommended changes are in Schedule "F" (attached) and will be an amendment to By-law 38-10, passed through By-law 74-16 (attached).
3. On October 11, 2016 a MDU delegation representative expressed their non-support to the current proposal and it was shared verbally with Council on October 17, 2016. Their main points were:
 - a. A sense of unfairness, incomplete review and variables not considered.
 - b. A concern over large Commercial properties having one minimum billing.
 - c. Questions over senior homes and classifying 'one livable unit'.
 - d. Ensuring all MDU are treated fairly (no exceptions).
4. On October 21, 2016 a MDU delegation representative expressed their further concerns with the current proposal:
 - a. Will there be any consideration for vacancy rates?
 - o According to a MDU owner a South Stormont Councillor stated that vacancy rates factored into their 2/3 rate.
 - b. If we are charging one minimum billing per one livable unit, there should be one meter per unit.

ANALYSIS:

5. Please see Staff Report [114-16](#) from the October 3, 2016 Council Meeting for explanation on process.
6. In response to the October 11, 2016 conversation summarized above under Background item 3:
 - a. Council has been steadfast on 1 minimum per 1 livable unit.
 - b. The consumption charges at most large commercial locations would be greater than our theoretically created minimum billing charges.
 - c. Council spoke to having 1 minimum per 1 livable unit, no exceptions.
 - d. We will review the locations in question to ensure fair treatment.
7. In response to the October 21, 2016 conversation summarized above under Background item 4:
 - a. The question with vacancy rates is that a MDU owner has limited control over when tenants move. For example, an autumn departure would likely lead to a vacant unit throughout winter. Additionally, unit turnover leads to empty units throughout the year.

An example that MDU owners gave were 83% and 81% of their units being occupied but under the proposed billing change they'd be billed for 100% occupancy.

If this were a consideration that Council wishes to account for, you could cap the billing of subsequent units at 80%. Therefore, the first unit would be billed one minimum billing and by year 2021, subsequent units would be billed at 80% instead of the previous recommendation of 100% by year 2023. This would eliminate the final two years of increases.

- i. 2017 – 1st unit at 1, subsequent units at 40%
- ii. 2018 – 1st unit at 1, subsequent units at 50%
- iii. 2019 – 1st unit at 1, subsequent units at 60%
- iv. 2020 – 1st unit at 1, subsequent units at 70%
- v. 2021 – 1st unit at 1, subsequent units at 80%
- ~~vi. 2022 – 1st unit at 1, subsequent units at 90%~~
- ~~vii. 2023 – 1st unit at 1, subsequent units at 100%~~

What this looks like financially, in the example of an 8 unit MDU per year:

Year	1 st Unit Minimum	Subsequent Unit Minimums	Total Minimums (1 st Unit + Subsequent)	Cost to MDU (Total Min. + Min. Charge)
2017	1	7 @ 40% = 2.8	1 + 2.8 = 3.8	3.8 x 804 = \$ 3,055
2018	1	7 @ 50% = 3.5	1 + 3.5 = 4.5	4.5 x 804 = \$ 3,618
2019	1	7 @ 60% = 4.2	1 + 4.2 = 5.2	5.2 x 804 = \$ 4,181



2020	1	7 @ 70% = 4.9	1 + 4.9 = 5.9	5.9 x 804 = \$ 4,744
2021	1	7 @ 80% = 5.6	1 + 5.6 = 6.6	6.6 x 804 = \$ 5,306
2022	1	7 @ 90% = 6.3	1 + 6.3 = 7.3	7.3 x 804 = \$ 5,869
2023	1	7 @ 100% = 7.0	1 + 7.0 = 8.0	8.0 x 804 = \$ 6,432

The ramifications would be:

- To ensure fairness, in 2017 this would apply to Glen Walter properties currently at 100% (1 for 1).
 - Decrease burden on MDU owners in regards to potential future increases in rates and fees (i.e. the upcoming capital review)
 - Add \$2.00 per bill for a capital component = \$2.00 for a Single Dwelling Unit (SDU) but could mean \$16.00 for a MDU of 8 units.
- b. One unit = one meter. I agree completely with this where possible. It allows the MDU owner to more easily bill the proper tenant, find the location of leaks, amongst other things.

There are some potential benefits to having one meter and I'd suggest allowing the existing MDU owners the freedom to choose how they want to bill (i.e. one meter or multiple meters) so that they can review what their best option is.

ALIGNMENT WITH STRATEGIC PLAN:

8. GOAL 2: Invest in infrastructure and its sustainability
 - a. 2.3. Develop an internal financing strategy to support infrastructure sustainability.

IMPACT ON 2016 BUDGET:

9. Nil to both the operating budget and the water budget but it will increase the water revenues through the years 2017-2021 (capped at 80%) or 2017-2023 (to 100% or 1 for 1).

RECOMMENDATION:

[] Current Recommendation – 1 for 1 – Subsequent Units at 100% by 2023

BE IT RESOLVED THAT Staff Report No. 125-16 be received and that By-law No. 74-16 to amend By-law 38-10 to add schedule "F" known as part of the By-law to set rates for Multi-Dwelling Units be read a third and final time in Open Council this 7th day of November 2016.

[] Optional Recommendation – Cap Subsequent Units at 80% by 2021

BE IT RESOLVED THAT Staff Report No. 125-16 be received and that By-law No. 74-16 to amend By-law 38-10 to amend schedule “F” known as part of the By-law to set rates for Multi-Dwelling Units be read a third and final time in Open Council this 7th day of November 2016.

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

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

SG-C-16

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY
BY-LAW 74-16
FOR THE YEAR 2016**

***BEING A BY-LAW TO AMEND BY-LAW NO. 38-10 TO ADD SCHEDULE "F" TO
SET RATES FOR WATER AND SEWER MULTI-DWELLING UNIT USERS***

WHEREAS Council of the Corporation of the Township of South Glengarry passed By-law 38-10 to set bi-monthly water and sewer rates for the Glen Walter Area, Lancaster/South Lancaster Area and Annual rates for the Kennedy Redwood Estates Area, Green Valley Area and to consolidate impose fees in the the Township of South Glengarry.

AND WHEREAS the Council of the Corporation of the Township of South Glengarry desires to amend By-law 38-10 to enact a new Schedue "F" to be known as the Multi-Dwelling Unit Users Fees.

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

1. **THAT** By-law No. 74-16 is amending By-law No.38-10 by adding Schedule "F" as attached.
2. **THAT** Schedule "F" to this by-law be hereby adopted as the Schedule of Multi-Dwelling Unit Users.

***READ A FIRST AND SECOND IN OPEN COUNCIL THIS 17th DAY OF OCTOBER
2016.***

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

**READ A THIRD AND FINAL TIME, PASSED, SIGNED AND SEALED IN OPEN
COUNCIL THIS 7th DAY OF NOVEMBER, 2016.**

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

Schedule “F”

Multi-Dwelling Units and Single Dwelling Units

Rate Description

THAT the Multi-Dwelling Units (MDU) be charged at a rate similar to Single Dwelling Units (SDU), meaning that there is one minimum billing and one flat fee (collectively known as the ‘minimum’) per livable unit.

In example: a MDU with 8 units was previously charged 1 minimum and subsequently paid for usage greater than 19.3 m³. Now, by 2023 the MDU with 8 units will be charged 8 minimums and pay for usage greater than 154.4m³ (19.3m³ x 8).

THAT the 1 minimum for 1 unit MDU situation will be phased in over 7 years starting in 2017.

In example: a MDU with 8 livable units, where the first unit is charged a single ‘minimum’ and subsequent units are charged a percentage of said fees, starting at 40% in 2017 and increasing to 100% by 2023, will pay 1 ‘minimum’ per 1 living unit by 2023.

Year	1 st Unit (A)	Subsequent Units (B)	Total fees charged (A) + (B)
2017	1	7 @ 40% = 2.8	1 + 2.8 = 3.8
2018	1	7 @ 50% = 3.5	1 + 3.5 = 4.5
2019	1	7 @ 60% = 4.2	1 + 4.2 = 5.2
2020	1	7 @ 70% = 4.9	1 + 4.9 = 5.9
2021	1	7 @ 80% = 5.6	1 + 5.6 = 6.6
2022	1	7 @ 90% = 6.3	1 + 6.3 = 7.3
2023	1	7 @ 100% = 7.0	1 + 7.0 = 8.0 (which = 1 for 1)

Furthermore, in example to reflect the financial impact:

- In 2017 the ‘minimum’ will be \$804 x 3.8 minimums (1 for the first unit (A) + 0.4 x 7 (B) for 3.8) = \$3,055.20
- In 2018; \$804 x (1+ 0.5 x 7) = \$804 x 4.5 = \$3,618.00
- In 2019: \$804 x (1+ 0.6 x 7) = \$804 x 5.2 = \$4,180.80
- In 2020: \$804 x (1+ 0.7 x 7) = \$804 x 5.9 = \$4,743.60
- In 2021: \$804 x (1+ 0.8 x 7) = \$804 x 6.6 = \$5,306.40
- In 2022: \$804 x (1+ 0.9 x 7) = \$804 x 7.3 = \$5,869.20
- In 2023: \$804 x (1+ 1.0 x 7) = \$804 x 8.0 = \$6,432.00

THAT any MDU discovered on subsequent revisions of the MDU list, will be charged as per the effective date of the schedule.

In example: in 2019, if a MDU with 8 units is located and not on the list, the MDU will start at 5.2 ‘minimums’ per the above schedule.

THAT the list of MDU be reviewed periodically, but no less than once every two years, by administration and revised accordingly as needed.



STAFF REPORT

S.R. No. 126-16

PREPARED BY: Ewen MacDonald – GM - Infrastructure Services

PREPARED FOR: Council of South Glengarry

COUNCIL DATE: November 7, 2016

SUBJECT: Procurement 16-16 Household Waste Collection Haulage & Disposal

BACKGROUND:

1. A Tender was issued for Household Waste Collection, Haulage and Disposal for a two year period from December 1, 2016 to November 30, 2018.
2. The Tender closed on October 28, 2016.
3. Two submissions were received as follows:
4. The 2016 contract price for collection in the Township was \$456,243.00 plus HST

Household Waste Collection	HGC Management	Tomlinson
Total Price per year for Township	\$417,600.00 Plus HST	\$536,642.00 Plus HST
Total Price per year for Hamilton's Island	\$5,200.00 Plus HST	\$3,310.00 Plus HST
Total Price per year for Leaf and Yard Waste (Provisional Item)	\$24,000.00 Plus HST	\$31,821.00 Plus HST

ANALYSIS:

5. The Tenders have been reviewed and references were checked for the low bidder as they have not worked for the Township in the past.
6. The low bidder, HGC Management Inc scored the highest on the evaluation matrix.

7. The low bidder is currently the service provider for the City of Cornwall and they have a local office that would follow up on any concerns. They also have back up vehicles should one of the units assigned to South Glengarry break down.

ALIGNMENT WITH STRATEGIC PLAN:

8. The award of the Tender aligns with **Goal 3** of the Strategic Plan;
Strengthen the effectiveness and efficiency of our organization

IMPACT ON 2017 BUDGET:

9. The Low Bid is \$39,643.00 lower than the current cost. This is an 8% decrease in the cost for household waste collection in the Township.

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report No. 126 -16 be received and that the Council of the Township of South Glengarry award the Procurement #16-16 for the Household Waste Collection, Haulage & Disposal to HGC Management Inc. in accordance with their Submission of \$417,600 per year plus HST for the Township, \$5,200.00 per year plus HST for Hamilton's Island and \$24,000.00 per year plus HST for Leaf and Yard Waste; and furthermore that the Mayor and Clerk be authorized to sign all appropriate documents



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



STAFF REPORT

S.R. No.127-16

PREPARED BY: Joanne Haley – GM – Community Services

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: November 7, 2016

SUBJECT: Summerstown Estates Phase II- Recommending Final Approval and Execution of Subdivision Agreement

BACKGROUND:

1. Summerstown Estates is a subdivision that was originally draft plan approved by the Ministry of Municipal Affairs and Housing in the 1987 and was revised by the Ministry in 1995 and again by the United Counties in 2010. In the late 1990's, a portion of the subdivision known as Jason Street and a component of Lalonde Boulevard was registered. In 2010, another phase of the subdivision was registered on the south end of the property consisting of 11 lots. The current developer, Malyon Excavation wishes to proceed in seeking final approval for the remainder of the subdivision. In recent months, the developer has been working on clearing the draft plan conditions and fulfilling the requirements of the draft subdivision agreement. The draft plan conditions as drafted by the Ministry of Municipal Affairs and Housing in 1987 are as follows:
 - 1) *That this approval applies to the draft plan project no. 8019, prepared by Cumming Cockburn Ltd., consulting Engineers and Planners, signed by L.G Smith on December 3, 1987, as revised on the attached plan to show a total of 50 single detached dwelling residential lots, 1 block for park purposes and 1 block for a temporary turning circle.*
 - 2) *That the road allowances included in this draft plan shall be shown and dedicated as public highway.*
 - 3) *That the streets shall be named to the satisfaction of the Township.*
 - 4) *That a 0.3 meter reserve adjacent to County Road 27, as shown on the draft plan shall be conveyed to the County.*
 - 5) *That the temporary turning circle, shown on the draft plan as Block A shall be shown on the final plans as a block. This shall be conveyed to and held by the municipality until the extension of the road allowance, when the block shall be conveyed without charge to the owners of abutting lots.*
 - 6) *That the owner convey up to 5% of the land included in the plan to the municipality for park purposes.*

- 7) *That prior to final approval by the Ministry, we are to be advised by the Township that appropriate zoning is in effect for this proposed subdivision. This zoning by-law shall include a provision that requires 1- meter site triangles on all internal intersections and site triangles which are satisfactory to the County for those roads intersecting County Road 27.*
 - 8) *That such easements, as may be required for utility or drainage purposes, shall be granted to the appropriate authority.*
 - 9) *That the subdivision agreement between the owner and the municipality contain phasing arrangements to the satisfaction of the municipality.*
 - 10) *That the subdivision agreement between the owner and the municipality contain the following provisions, with wording acceptable to the Ministry of the Environment, wherein the owner agrees to include a notice in all offers of Purchase and Sale Agreements advising potential owners:*
 - a) *That the sodium levels in the water are greater than the suggested upper levels of 20 mg./l and persons on a low salt intake diet should consult their physician.*
 - b) *That treatment of the water may be required to reduce the iron concentrations and excessive levels of iron may cause staining of laundry and porcelain fixtures*
 - c) *That the treatment of water may be required to reduce dissolved solid. Excess levels of total dissolved solids can result in excessive hardness, taste and corrosion.*
 - 11) *That the subdivision agreement between the owner and the municipality contain provisions with wording acceptable to the Ministry of the Environment, wherein the owner agrees:*
 - a) *To implement the recommendation of the Test Well Program Report, prepared by Golder and Associates Limited dated June 1989,*
 - b) *That the report and all addendums will be made available to purchasers.*
 - 12) *That prior to final approval by the Ministry, the owner shall prepare a stormwater drainage plan which is acceptable to the municipality, the Raisin Region Conservation Authority and the County.*
 - 13) *That prior to final approval by the Ministry, the owner shall prepare intersection designs to the satisfaction of the County, for the two roads accessing County Road 27.*
 - 14) *That the subdivision agreement between the owner and the municipality be registered against the lands to which it applies once the plan of subdivision has been registered.*
2. All of the conditions listed above have been either fulfilled or included in the subdivision agreement attached hereto.



ANALYSIS:

3. In March of 2016, the developer applied for a zoning amendment to bring the draft plan approved subdivision into compliance with the Township's zoning by-law and to meet the requirements of the draft plan conditions.
4. In April 2016, the Developer requested Council to consider accepting cash in lieu of parkland. On May 9th, 2016 Council decided to accept the land as opposed to cash in lieu, therefore Block 23 will be conveyed to the Township upon registration of the MPlan.
5. The Developer is required to provide financial security for Phase 2 which is a value of \$120,842.00 this conforms to the Township's Subdivision Design Guidelines as securities in the amount of 50% of the total construction and site works costs are required.
6. Stantec was retained by the Township to complete a Peer Review of the engineering of the proposed Phase 1 and 2 of Summerstown Estates which occurred in 2010. Subsequent reviews of amended plans were completed by Mr. Ewen MacDonald, General Manager of Infrastructure Services. The developer has revised the plans in accordance with the recommendation of the peer reviewer and Mr. MacDonald to be compliant with the Township's Subdivision Design Guidelines. According to Mr. MacDonald, GM-Infrastructure Services, all requirements have been met.
7. Upon receipt of all applicable information, clearance letters and plans, the United Counties Manager of Planning can issue final approval and will register the Subdivision Plan (MPlan). If Council approves the proposed resolution and accepts the agreements, a formal letter will be provided to the United Counties indicating that all South Glengarry conditions have been cleared and recommending that they issue final subdivision approval.
8. Prior to Signing the Agreements, the Developer shall:
 - i) Deposit with the Township the required Securities and Proof of Insurance as outlined in the Agreement;
 - i) Pay in full outstanding taxes, drainage and local improvement charges;

ALIGNMENT WITH STRATEGIC PLAN:

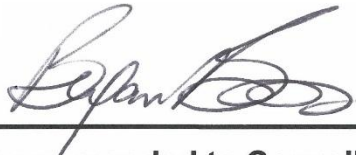
Enhance economic growth and prosperity

IMPACT ON 2016 BUDGET:

N/A- All costs incurred for this development are charged back to the developer. The developer is responsible for all construction costs.

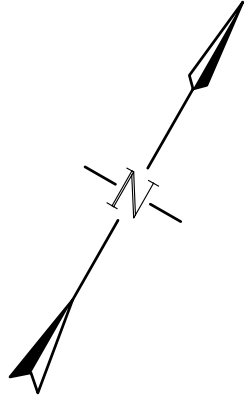
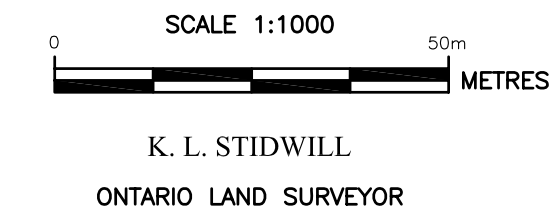
RECOMMENDATION:

BE IT RESOLVED THAT Staff Report No.127-16 be received and that the Council of the Township of South Glengarry recommends to the Manager of Planning, United Counties of SD&G to issue final approval of the plan of subdivision known as Summerstown Estates Phase II, legally described as Part of west $\frac{3}{4}$ Lot 14, Concession 1, Front, in the former Township of Charlottenburgh, in the Township of South Glengarry, County of Glengarry, authorizes administration to clear the Township conditions and authorizes the Mayor and Clerk to execute the Subdivision Agreement.

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

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

PLAN OF SUBDIVISION
SHOWING
PART OF WEST 3/4 LOT 14, CONCESSION 1, FRONT
TOWNSHIP OF SOUTH GLENGARRY
(GEOGRAPHIC TOWNSHIP OF CHARLOTTENBURGH)
COUNTY OF GLENGARRY



PLAN

I CERTIFY THAT THIS PLAN IS REGISTERED IN THE LAND REGISTRY OFFICE FOR THE LAND TITLES DIVISION OF GLENGARRY No. 14 AT O'CLOCK ON THE DAY OF 2014 AND ENTERED IN THE PARCEL REGISTER FOR PIN ...67130-0451(LT) AND THE REQUIRED CONSENTS ARE REGISTERED AS PLAN DOCUMENT No.

REPRESENTATIVE FOR THE LAND REGISTRAR

THIS FINAL PLAN OF SUBDIVISION IS APPROVED UNDER SECTION 51 (58) OF THE PLANNING ACT 1990 THIS DAY OF....., 2014

MICHAEL OTIS, MCIP, RPP COUNTY PLANNER
UNITED COUNTIES OF STORMONT, DUNDAS
AND GLENGARRY

NOTE : THIS PLAN IS COMPRISED OF PART OF THE LAND IN PIN 67130-0451(LT)

OWNER'S CERTIFICATE -

THIS IS TO CERTIFY THAT :

- LOTS 1 TO 22 BOTH INCLUSIVE, BLOCKS 23, 24 AND 25, THE STREETS NAMELY LALONDE BOULEVARD AND JAMES CRESCENT AND RESERVE NAMLEY BLOCK 26, HAVE BEEN LAID OUT IN ACCORDANCE WITH OUR INSTRUCTIONS
- THE STREETS NAMELY LALONDE BOULEVARD AND JAMES CRESCENT ARE HEREBY DEDICATED TO THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY

JANUARY 1, 2014

DATE

HEATHER MALYON
MALYON EXCAVATION LTD.
I HAVE AUTHORITY TO BIND
THE CORPORATION

INTEGRATION DATA

OBSERVED REFERENCE POINTS (ORPs) DERIVED FROM GPS OBSERVATIONS USING REAL TIME KINEMATIC (RTK) BASE AND ROVER BASELINES, MTM ZONE 8, NAD83(CSRS) (1997).

COORDINATES TO RURAL ACCURACY PER SEC.14(2) OF O.REG. 216/10

POINT ID	NORTHING	EASTING
A	4991618.57	220579.81
B	4991687.22	220700.40

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

GRID BEARINGS ARE MTM GRID, DERIVED FROM OBSERVED REFERENCE POINTS A AND B, SHOWN HEREON, HAVING A BEARING OF N 60°20'40"E, REFERED TO THE CENTRAL MERIDIAN OF MTM ZONE 8 (73°30'00" WEST LONGITUDE) NAD83(CSRS) (1997)

FOR BEARING COMPARISON A ROTATION OF 1°04'40" CLOCKWISE WAS APPLIED TO BEARINGS ON PLAN 14M-8

DISTANCES SHOWN ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999978615911

METRIC

DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

- (P1) DENOTES REGISTERED PLAN No. 14M-8
(P2) DENOTES PLAN PER R.M.JASON DATED OCTOBER 4, 2007
(P3) DENOTES PLAN No. 14R-5889
(P4) DENOTES REGISTERED PLAN No. 174

(644) DENOTES L.P. STIDWILL O.L.S.
(1425) DENOTES R.M. JASON O.L.S.
CUT CROSS SHOWN..... CC
SHORT STANDARD IRON BAR SHOWN..... SSIB
STANDARD IRON BARS SHOWN..... SIB
IRON BARS (SQUARE) SHOWN..... IB
IRON BARS (ROUND) SHOWN..... IBØ
FOUND SURVEY MONUMENTS SHOWN..... *
WIT DESIGNATES A WITNESS MONUMENT
NTS DESIGNATES 'NOT TO SCALE'
SU DESIGNATES SOURCE UNKNOWN
D & R DENOTES DISTURBED & RESET

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
- THE SURVEY WAS COMPLETED ON THE .. 23rd .. DAY OF .. DECEMBER ... 2013.

DECEMBER 31, 2013
DATE

K. L. STIDWILL
ONTARIO LAND SURVEYOR

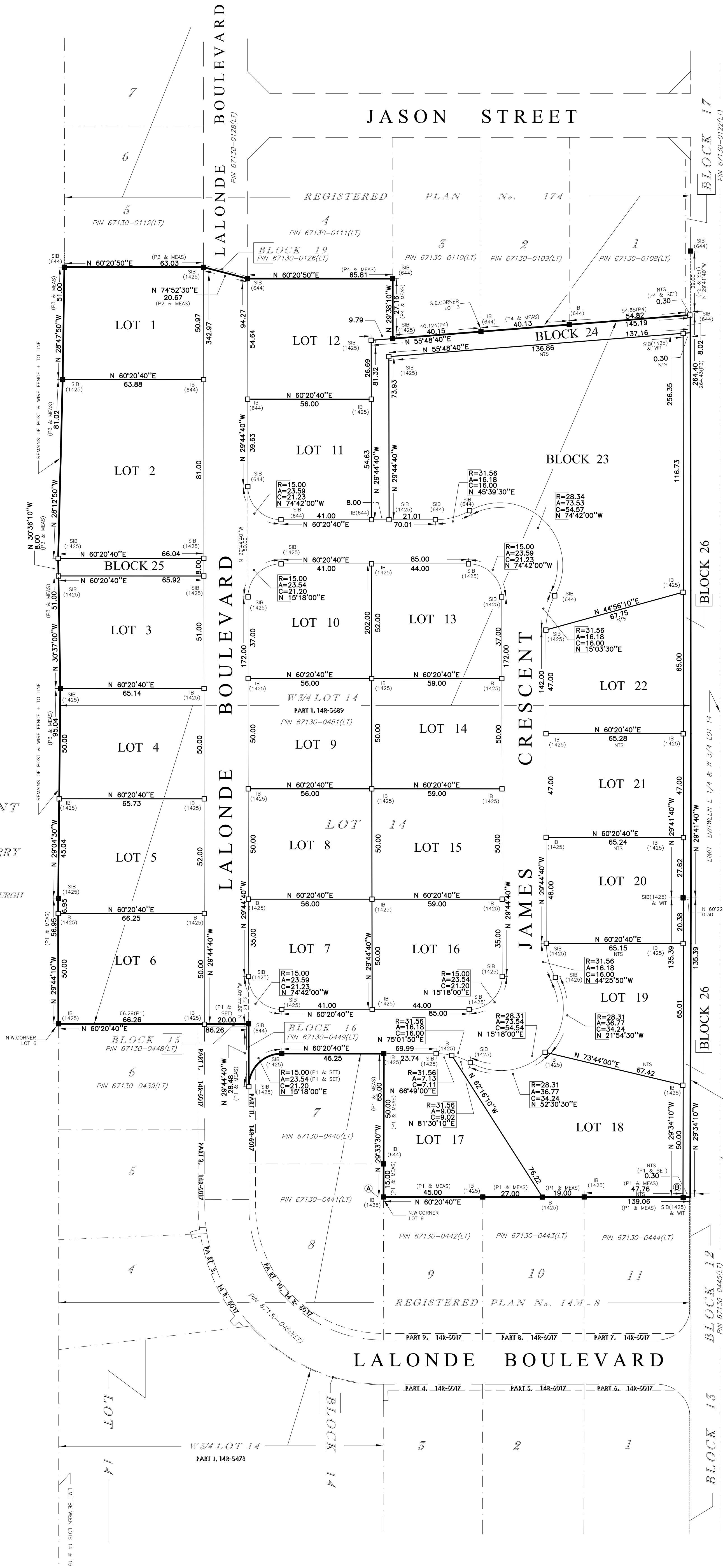
FROM THE OFFICE OF
K. L. STIDWILL
PROFESSIONAL ENGINEERS AND ONTARIO LAND SURVEYORS
107-109 SYDNEY STREET
CORNWALL, ONTARIO

LOT 15
PIN 67130-0150(LT)

CONCESSION 1 FRONT

TOWNSHIP OF SOUTH GLENGARRY

GEOGRAPHIC TOWNSHIP OF CHARLOTTENBURGH



SUBDIVISION

AGREEMENT

MALYON EXCAVATION LTD.

PREPARED BY:

TOWNSHIP OF SOUTH GLENGARRY
Planning Department
P.O. Box 220
6 Oak Street
Lancaster, Ontario
K0C 1N0

TEL: 613-347-1166
FAX: 613-347-3411
WWW.SOUTHGLENGARRY.COM

SUBDIVISION AGREEMENT

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TOWNSHIP OF SOUTH GLENGARRY

SUBDIVISION AGREEMENT

THIS AGREEMENT made in QUADRUPLICATE on the _____ day of _____ 2016.

BETWEEN:

MALYON EXCAVATION LTD.

**hereinafter called the DEVELOPER
of the FIRST PART**

AND

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

**hereinafter called the TOWNSHIP
of the SECOND PART**

WHEREAS the Developer is the owner of the land described in Schedule "A" to this Agreement and proposes to subdivide it for purpose of selling, conveying, or leasing it in lots, by reference to a registered plan of subdivision;

AND WHEREAS the Developer warrants that he is the registered owner of the lands and has applied to the United Counties of Stormont, Dundas and Glengarry hereinafter called the United Counties, for approval of a plan of subdivision, hereinafter called the Plan, which is annexed hereto as Schedule "B" to this Agreement;

AND WHEREAS the Developer represents that there are no mortgages against the Lands upon conveyance;

AND WHEREAS the Township requires the Developer to agree to construct and install certain works as hereinafter provided and herein referred to as the "Works" set out in Schedule "C" and to make financial arrangements with the Township for the installation and construction of required services before final approval of the Plan by the approval

authority of the day (Manager of Planning, The Corporation of the United Counties of Stormont, Dundas and Glengarry);

AND WHEREAS the Developer is required to dedicate for public purposes certain portions of the Lands or make a cash payment to the Township in lieu of dedicating such land in accordance with Schedule "F";

AND WHEREAS the word "Developer" where used in the Agreement includes an Individual, an Association, a Partnership, or a Corporation and wherever the singular is used herein it shall be construed as including the plural;

AND WHEREAS the Developer and the Township acknowledge that construction has commenced. Notwithstanding the commencement of construction, this Agreement shall be read and construed as if construction had not commenced. The Developer and the Township further agree and acknowledge that any pre-approvals given prior to the execution of this Agreement shall be subject to final approval under this Agreement and the Schedules attached hereto.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of other good and valuable consideration and the sum of Two Dollars (\$2.00) of lawful money of Canada, now paid by each of the parties hereto to each of the other parties hereto, (the receipt whereof is hereby acknowledged), the parties hereto hereby covenant, promise and agree with each other as follows:

1. ORDER OF PROCEDURE

- a) Upon Application to the Township for the Preparation of an Agreement, the Developer shall:
 - i) Submit the final engineering drawings and design calculations, including a drainage report and plan and phasing drawing for approval.
- b) Prior to Signing the Agreement, the Developer shall:
 - i) Deposit with the Township the required Securities and proof of Insurance as outlined in the Agreement;
 - ii) Pay in full outstanding taxes, drainage, and local improvement charges;
 - iii) Secure final approval of engineering drawings and design calculations including a design brief, a drainage report and plan, as well as a Stormwater Management report and plan.
- c) Prior to Starting Construction on the Infrastructure in the Subdivision, the Developer shall:
 - i. Have obtained final approval of the Plan from the Manager of Planning of the Corporation of the United Counties of Stormont, Dundas and Glengarry and have obtained Registration of the Plan

by the United Counties.

- d) Prior to the Issuance of Building Permits, the Developer shall:
 - i) Have complied with all the requirements of Clause 38.

2. ATTACHED SCHEDULES

The following Schedules are attached to and form part of this subdivision agreement:

SCHEDULE "A"	Description of Lands being Subdivided
SCHEDULE "B"	Plan of Subdivision
SCHEDULE "C"	Works to be Provided
SCHEDULE "D"	Estimated Cost of the Works
SCHEDULE "E"	List of Easements to be Granted to the Township & Agencies
SCHEDULE "F"	Parkland
SCHEDULE "G"	Declaration of Progress and Completion
SCHEDULE "H"	Design and Construction Drawings
SCHEDULE "I"	Street Name and Traffic Sign Requirements
SCHEDULE "J"	Certificate of Lot Grading
SCHEDULE "K"	Required Wording of Letter of Credit
SCHEDULE "L"	Required Wording of Surety Bond
SCHEDULE "M"	Required Wording of Certificate of Liability Insurance

3. TOWNSHIP'S LEGAL, PLANNING AND ENGINEERING COSTS

The Developer agrees to pay to the Township the cost of the Township's Engineer for peer review, supervision and inspection on behalf of the Township. Further, as accounts are received from the Township's lawyer, planner and engineer they will be paid by the Township and then submitted to the Developer for reimbursement. The developer acknowledges that pre-engineering fees are in addition to any cost incurred by the Township's Engineer in relation to time and materials.

Interest on any outstanding amounts required to be paid pursuant to this clause or elsewhere in this Agreement shall be calculated in accordance with By-Law 16-09 approved by Township Council on May 25, 2009, being a rate of 1.25% per month compounded monthly after default.

4. DEVELOPER'S CONSULTING ENGINEER

The Developer shall employ engineers registered and in good standing with the Association of Professional Engineers of Ontario, or other competent persons:

- a) to prepare designs;
- b) to prepare and furnish all required drawings;
- c) to prepare the necessary contract(s);

- d) to obtain the necessary approvals in conjunction with the Township and the Ministry of the Environment and Climate Change
- e) to provide the field layout, the contract administration and the full time supervision of construction;
- f) to maintain all records of construction and upon completion to advise the Township of all construction changes and to prepare final "As Constructed" drawings both hard copy and electronically;
- g) to act as the Developer's representative in all matters pertaining to the construction;
- h) to provide co-ordination and scheduling to comply with the timing provisions of this Agreement and the requirements of the Township, for all the works specified in this Agreement;

The Developer shall have competent engineering personnel on site at all times during the period of construction to supervise and provide control points for the layout of the work. Should it be found that such personnel are not on site or are incompetent in the performance of their duties, in the sole opinion of the Township, the Township may order all work in the project to be stopped.

5. WORKS TO BE PROVIDED

The works to be installed are set out in Schedule "C" to this Agreement. This schedule is to set out the works in general terms only and shall not be construed as covering all items in detail. The engineering standards that are to apply to works are to be obtained from the Township. Generally, the works shall be in accordance with Township Standards that will follow the Ontario Provincial Standard Specifications and Ontario Provincial Standard Drawings that are applicable to the proposed works. If at any time and from time to time during the development of the subdivision, the Township is of the opinion that additional works are necessary to provide adequately any of the public services required by the Plan, the Developer shall construct, install or perform such additional works at the request of the Township.

6. APPROVAL OF PLANS

The Developer and the Engineers employed by him shall have the Design and Construction drawings and specifications for the works approved by the Township in advance of the commencement of said works.

7. NOTIFICATION OF COMMENCEMENT AND COMPLETION

The Developer shall not commence the construction of any of the works until the Plan has been registered and the Developer has provided 48 hours written notice to the Township of his intent to commence work. It is the intent of this Agreement that the works be performed expeditiously and continuously, in accordance with the Declaration of Progress and Completion as required under Clause 8 of this Agreement, unless extended by the Township.

8. DECLARATION OF PROGRESS AND COMPLETION

At the time of signing the Agreement the Developer shall complete Schedule "G" - Declaration of Progress and Completion which provides the Township with an undertaking for the completion dates of all works required by this Agreement. Any completion dates contemplated herein on Schedule "G" shall have no effect provided the Developer is not prevented from complying with the completion dates by some act of the Township, strikes, weather conditions and without limiting the generality of the foregoing, any other contingency over which the Developer has no control.

9. CONSTRUCTION OF WORKS

Following the registration of the Plan, the Developer shall cause to be constructed all requisite works, in order to provide the required work to the lots and building blocks within the Plan.

10. INSPECTION OF CONSTRUCTION

During construction of the works the Township may inspect the work at hand at such times and with such duration and frequency as the nature of the type of construction may dictate. Subject to the obligations of the Township Engineer to protect the interests of the Township through such inspections, every effort will be made to keep duplication of engineering services on site to a minimum. If during such inspections the Township Engineer perceives that construction, whether by method or otherwise, constitutes an immediate danger to life or property, or construction does not conform to acceptable practice in order to meet the requirements for services, he will have the authority to cease construction operations by verbal notice to the contractor and/or the Developer's Engineer, such notice to be confirmed in writing as soon as possible thereafter. A copy of this clause shall be delivered by the Developer to each and every contractor engaged in construction of services for the Subdivision.

11. QUALITATIVE AND QUANTITATIVE TESTS

The Township may perform or cause to have performed any qualitative or quantitative test of any of the materials which have been or are proposed to be used in the construction of any of the works required by this Agreement. Additionally, the Township may require such soil tests to be carried out as he may deem necessary. The Developer shall be responsible for the payment of the cost of all such tests reasonably required by the Township hereunder. Upon the completion of such tests and the obtaining of the reports for such tests, the Township will invoice the Developer for the costs of same and the Developer shall be responsible to pay said invoice within 30 days of the date of the invoice.

12. VOIDING AGREEMENT

In the event that the Plan of Subdivision is not registered within one year from the date of signing this agreement, or if the Developer has not commenced construction within 18 months from signing the Township may, at its option, and on 30 days notice to the Developer declare this Agreement to be null and void and of

no further effect. The refund of any fees, levies or other charges paid by the developer shall be in the sole discretion of the Township and the Developer acknowledges that under no circumstances will interest be paid on any refund.

13. DEVELOPER'S EXPENSE

Every provision of this Agreement by which the Developer is obligated in any way shall be deemed to include the words "at the expense of the Developer" unless specifically stated otherwise.

14. SECURITIES

The Township has established a policy that for rural Subdivisions (privately serviced), the security requirement is 50% of the value of the works. The process to release the securities is set out in Schedule "D" to this Agreement.

15. FINANCIAL SECURITY FOR PERFORMANCE OF WORKS

Before this Agreement is executed by the Township, the Developer shall deposit with the Township a sufficient sum in either cash, an irrevocable Letter of Credit or a Surety Bond that is in a format acceptable to the Treasurer, all of which will be referred to herein as the "financial security". The amount of the financial security will be sufficient to meet the financial requirements of this Agreement, based on the estimated cost of the work as outlined in the attached Schedule "D" to this Agreement. The Developer shall deposit with the Township the financial security required before commencing construction of any of the said works.

If the Owner satisfies the provisions of this clause by depositing an irrevocable letter of credit or Surety Bond with the Township and such letter of credit or Surety Bond contains an expiry or termination date, the following provisions shall also apply:

- a) The Letter of Credit or Surety Bond shall be in the format indicated on Schedule "K" or Schedule "L" to this Agreement.
- b) It shall be a condition of the Letter of Credit or Surety Bond that it be renewed automatically, without amendment.
- c) If such letter of credit or surety bond contains an expiry or termination date, then until the final acceptance of the work by the Township, the Letter of Credit or surety bond shall be renewed automatically in the same manner as provided in sub clause (b) hereof until the final acceptance of the works by the Township Engineer and the Council of the Township.
- d) If the Developer fails to deposit a new letter of credit or surety bond as required under sub clause (b) and (c) hereof, such failure shall be deemed to be a breach of this Agreement by the Developer, and the Township, without notice to the Developer, may call upon the whole or any part of the existing letter of credit or surety bond 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 under the provisions of this clause.

16. RELEASE OF FINANCIAL SECURITY

Securities will be released on the following basis:

Scope of Works Completed	Portion of Security Released
Roads	
• Initial acceptance by the Township upon completion of base course asphalt	65%
• Secondary acceptance by the Township upon completion of top course asphalt	20%
• Completion of maintenance and warranty obligations	15%

Scope of Works Completed	Portion of Security Released
Other Works- Site Works	
• Preliminary acceptance by the Township	85%
• Completion of maintenance and warranty obligations	15%

- a) Upon preliminary approval of the road constructed to base course asphalt in the subdivision and associated drainage works by the Township, the Township may permit a reduction of the financial security relating to the construction of the said work by up to sixty-five (65%) percent. The preliminary approval of such stage in the construction of the work shall be dated as of the date of the Developer's application for preliminary approval thereof.
- b) Upon the second preliminary approval by the Township of the top course asphalt placed on the road in the subdivision, the Township may permit a further reduction in the financial security relating to such work by up to a further twenty (20%) percent. It is understood and agreed by the Developer that the Township may continue to hold the remaining fifteen (15%) percent of the financial security for a minimum of one year, until the Developer's warranty and maintenance obligations stipulated in this Agreement relating to the said work have been discharged, the said work has been granted final acceptance by the Township and as built drawings have been provided. The preliminary approval of this stage of work shall be dated as of the date of the Developer's application for approval thereof.
- c) Upon preliminary acceptance of all other works (e.g. grading, drainage and site works) by the Township (other than roads), the Township may permit a reduction in the financial security relating to such other works by up to eighty-five (85%) percent. The preliminary approval of such works or part

thereof shall be dated as of the date of the Developer's application for approval thereof. It is understood that the remaining fifteen (15%) percent of the financial security relating to such other works shall be held by the Township for a minimum of one year to cover the Developer's warranty and maintenance obligations stipulated in this Agreement with respect to such works. Such warranty and maintenance obligations relating to such works (other than roads) shall continue until the said works have been finally accepted by the Township and until as built drawings are provided.

- d) After having first notified the Developer, the Township may at any time authorize the use of the whole or part of the amount of the financial security referred to in Clause 14 hereof to pay the cost of any work that the Township deems necessary to rectify default by the Developer or its assignees, or to pay the cost of any matter for which the Developer is liable under this Agreement, whether such cost is in relation to construction or installation of any works or service or any defects or required maintenance.
- e) The Developer covenants and agrees to restore to the satisfaction of the Township, any faulty workmanship or materials used in construction of the Works outlined in Schedule "C" or any damage done by the Developer or its successors or assigns or by its or their employees, contractors or agents during construction of the said works or buildings. Such responsibility for restoration shall continue until the said works have been finally accepted by the Township.
- f) Upon final acceptance of the said work by the Township, the Developer shall be entitled to have released to it by the Township all financial security then held by the Township under this Agreement.
- g) The Developer agrees that the Township may enforce any Performance Bond or Letter of Credit or Surety Bond given by any contractor to the Developer under any agreement with such contractor for the construction of any of the Works, provided that this shall not constitute any assignment of such security. Where the Township deems that there has been default by such contractor, the Township shall notify the Developer and the Developer shall proceed to enforce its said security within seven (7) days or within such further time as the Township may allow, failing which the Township may proceed to enforce such security as the Developer's attorney and at the Developer's expense.
- h) The Developer covenants that it will comply with all financial requirements provided in this agreement.

17. CONSTRUCTION LIENS - *CONSTRUCTION LIEN ACT, R.S.O. 1990*

- a) The Developer agrees that it will hold back from its payments to any contractor who may construct any works (including roads) such sums as are required in accordance with the *Construction Lien Act, R.S.O. 1990, Chapter C. 30*, and will otherwise indemnify and save harmless the Township against any claims, actions or demands for construction liens or otherwise in connection with the works and all costs in connection with

same, and on demand of the Township, shall forthwith take steps to discharge immediately all liens on the services. It is mutually understood by the parties hereto that this clause is not intended to affect or derogate from whatever rights the Developer may have to defend any claim, action or demand for construction liens in connection with the aforesaid works.

18. ACCEPTANCE OF WORKS

- a) Before applying for final acceptance of any of the works or any part thereof, the Developer shall submit to the Township the following:
 - i) A written request for acceptance.
 - ii) A Statutory Declaration that all accounts for work and materials have been paid except normal guarantee hold-backs, and that there are no claims for liens in connection with such work done or material supplied for or on behalf of the Owner.
 - iii) A certificate from the Developer's Engineer stating that he has been engaged for complete general construction supervision of all services, and that the works have been constructed and installed in accordance with Township specifications, standards and requirements and in accordance with the approved designs of the works.
 - iv) "As-built" drawings of the Works in both hard copy and electronically

The performance by the Developer of its obligations under this Agreement to the satisfaction of the Township shall be a condition precedent to the final acceptance by the Township of the said works and final release of financial security to the Developer.

When the Township is satisfied:

- a) that the works; or portions thereof, as set out in this Agreement, or any part thereof, have been completed in accordance with this Agreement;
- b) that the Township standards, specifications and requirements at the time of installation of the works have been satisfied;
- c) that the Township accounts have been paid, and;
- d) that all maintenance requirements are met,

The Township General Manager of Infrastructure Services shall forthwith present a report to the Council of the Township stating that all the work or any part thereof has been completed satisfactorily. The General Manager shall present his report in writing to Council within a period of thirty (30) days after being requested to do so in writing by the Developer. Acceptance of any of the works or any part thereof shall be evidenced by Resolution of Council, which shall be passed within thirty (30) days of the receipt of the Township's report. Such Resolution shall state that the Township has accepted the said works. Upon the said Resolution being passed, the ownership of the works shall vest in the Township and the Developer

shall have no claim or rights thereto other than those accruing to it as owner of the lands abutting on the street upon which the works are installed.

The Developer shall not place the top course of asphalt prior to final acceptance of all site works (grading, drainage, ditching, seeding).

The Developer undertakes and agrees that it will, not earlier than thirty (30) days before acceptance of the roads by the Township, file with the Township a certificate signed by a registered Ontario Land Surveyor to the effect that such Surveyor has found or replaced all standard iron bars or monuments shown on the registered plan of subdivision and the Township shall not be obligated to accept such roads as being completed in accordance with this Agreement until such certificate has been filed.

19. PROGRESS OF WORK

Prior to signing the Agreement, the Developer must complete Schedule "G" the Declaration of Progress and Completion. The Developer shall install all works in accordance with the Schedule "H" or as directed by the Township Engineer. If the Developer fails to do so, or having commenced to install the aforesaid works, fails or neglects to proceed with reasonable speed, or in the event that the aforesaid works are not being installed in the manner required by the Township Engineer, then upon the Township Engineer giving seven (7) days written notice by prepaid registered mail to the Developer, the Township Engineer may without further notice enter upon the said lands and proceed to supply all materials and do all the necessary works in connection with the installation of the said works, including the repair or reconstruction of faulty work and the replacement of material not in accordance with the specifications, and to charge the cost thereof together with an engineering fee of thirty-five percent (35%) of the cost of such materials and works to the Developer who shall forthwith pay the same upon demand.

If the Developer fails to pay the Township within thirty (30) days of the date of the bill, the amount owing may be deducted from the financial security held by the Township.

The top course of asphalt will not be placed until written permission is given by the Township.

In the event the Township needs to exercise its rights to enter onto land as outlined in this clause it is understood and agreed between the parties hereto that such entry upon the lands shall be as agent for the Developer and shall not be deemed for any purpose whatsoever, as an acceptance or assumption of the said works by the Township. The Township, in addition to all other remedies it may have, may refuse to issue building permits until such works are completely installed in accordance with the requirements of the terms of this Agreement. It is agreed that a copy of this clause shall be delivered by the Developer to each and every builder obtaining a building permit for any lot or part of a lot on the said plan.

20. CONTRACTOR

The said works shall be installed by a contractor or contractors retained by the Developer and approved in writing by the Township, said approval not to be unreasonably withheld.

21. MAINTENANCE OF WORKS

The Owner covenants and agrees to restore to the satisfaction of the Township Engineer any faulty workmanship or materials used in construction of the works outlined in Schedule "C" or any damage done by the Owner or its successors or assigns or by its or their employees, contractors or agents during construction of the said works. Such responsibility for restoration shall continue until the date of final acceptance of the works by the Township.

22. USE OF WORKS BY TOWNSHIP

- a) The Developer agrees that:
 - The works may be used prior to acceptance, by the Township or other authorized persons for the purposes for which such works are designed.
 - i) Such use shall not be deemed as acceptance of the works by the Township, and
 - ii) Such use shall not in any way relieve the Developer of his obligations in respect of the construction and maintenance of the works so used.
- b) The Township agrees to reinstate any works damaged by it as a result of acts of negligence on the part of the Township.

23. WINTER ROAD MAINTENANCE

Prior to the "Acceptance of Works" (Clause 18) and subject to Clause 16, the Developer shall be responsible for all winter road maintenance within the subdivision. In the event that proper vehicular access or snow removal is not provided by the Developer, the Township may, through its servants, contractors or agents provide access and remove snow without notice to the Developer. Such removal of snow shall be only carried out at times deemed to be an emergency by the Township Road Supervisor. All costs to such works shall be paid by the Developer within thirty (30) days of the date of billing or otherwise may be deducted from the financial security.

The Developer further agrees that any work done by the Township pursuant to this contract before the roads are accepted by the Township, shall not be deemed in any way, to be an acceptance by the Township of the roads in the said subdivision upon which such work is done.

The Developer acknowledges that the Township whilst providing access by

removing snow may damage or interfere with the works of the Developer and cause damage to such works. The Developer hereby waives all claims against the Township that it might have arising there from and covenants that it will make no claim against the Township for such interference or damage, providing the work is carried out in a normal and reasonable manner.

24. EMERGENCY REPAIRS

Employees or agents of the Township may enter onto the lands at any time or from time to time for the purpose of making emergency repairs to any of the works. Such entry and repairing shall not be deemed an acceptance of the works by the Township or an assumption by the Township of any liability in connection therewith or a release of the Developer from any of his obligations under this Agreement.

25. DEVELOPER'S LIABILITIES

Until the Township's Final Acceptance of the works, the Developer covenants and agrees to indemnify, defend, release and save harmless the Township against all losses, claims, including charges, damages and expenses, which the Township may at any time or times bear, sustain, or suffer by reason or on account of breach of this Agreement by the Developer and the Developer will, upon demand by the Township, at its sole risk and expense, defend any and all suits, actions or other legal proceedings which may be brought or instituted by third parties against the Township on any such claim, demand or cause of action, and will pay or satisfy any judgement or decree which may be rendered against the Township in any such suit, action or legal proceeding, and will reimburse the Township for any and all reasonable legal expenses on a solicitor-client basis incurred in connection therewith.

26. INSURANCE

The Developer shall insure against all damages or claims for damage with an Insurance Company satisfactory to the Township Clerk. Such policy or policies shall be issued in the joint names of the Developer, the Township, the Township Engineer and the form and content shall be subject to the approval of the Township. The policy shall remain in the custody of the Township during the life of this Agreement. The minimum limits of such policies shall be \$5,000,000 all-inclusive but the Township shall have the right to set higher amounts. The policy shall be in effect for the period of this Agreement including the period of guaranteed maintenance. The issuance of such a policy of insurance shall not be construed as relieving the Developer from responsibility for other or larger claims, if any, for which he may be held responsible.

It shall be a condition of the insurance policy or policies that it be renewed automatically, without amendment, for the life of this agreement. If such policy or policies contains an expiry or termination date, then until the final acceptance of the work by the Township, the insurance policy or policies shall be renewed automatically until the final acceptance of the works by the Township Engineer

and the Council of the Township.

The Township may ask at any time for proof that the required insurance is in effect. If within 24 hours the Developer cannot produce such proof, to the sole satisfaction of the Township, the Developer agrees that the Township may draw upon the securities to purchase the required insurance and that the Township shall not be required to reimburse the Developer for these costs.

27. UTILITY COSTS AND CHARGES

The Developer shall deal directly with the appropriate Hydro Commission and all other Utility commissions and companies. He or his Consulting Engineer shall obtain all approvals and permits and pay all fees and charges directly to the Utility.

28. BLASTING

Before the Developer proceeds with any blasting the Developer shall obtain from the Township Engineer written permission for carrying out the blasting operation.

29. ACCESS ROADS

Prior to commencement of any works, the Developer and the Township shall inspect all access roads in order to determine the conditions thereof. All access roads must be maintained by the Developer in the same condition or conditions as established by such inspection in a manner acceptable to the Township Engineer during the time of construction and no roadway outside the limits of the proposed subdivision may be closed without the written consent of the Township Roads Superintendent. For the purposes of getting such consent, the Developer shall advise the Township Engineer of the date and time they wish to close a roadway.

30. DAMAGE TO EXISTING PLANTS

The Developer shall repair any damages caused to any existing road, or existing structure or plant located on the road allowance as a result of the subdivision development and shall pay for any costs involved in the relocation of existing works which may become necessary because of the development of the subdivision.

31. DUST CONTROL

The Developer shall apply dust suppressant to the roads in quantities sufficient to prevent any dust problems to traffic or home occupants at such times and in such amounts as deemed necessary by the Township.

32. DRAINAGE AND LOT GRADING

All lots and blocks within the Plan and all lands abutting the Plan shall be graded to drain in accordance with the overall grading plan, stormwater management plan as well as the sediment and erosion control plan as approved by the Township. Some fill and re-grading of lots may be necessary during or after building construction.

It is understood and agreed by the parties hereto that drainage of surface water on the Lots and Blocks on the Plan is the sole responsibility of the respective owners once the required drainage works have been constructed by the Developer.

The Developer agrees to deliver a copy of this clause to each and every prospective purchaser and/or builder obtaining a building permit for any Lot or part of a Lot on the said Plan of Subdivision.

In addition, the Developer agrees to incorporate into all contracts of purchase and sale for any lot or block on the Plan and in the Transfer of any lot or block on the Plan, the following provisions so that they shall be covenants running with and for the benefit of the lands within the Subdivision:

- i) "For the benefit of all lands within this Plan of Subdivision and including all the lands dedicated to the Township for Municipal streets and parks within this Plan of Subdivision, the purchaser, for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees that he will not interfere with any drains established on the said lands, except in accordance with the established Grade Control Plan without the prior written consent of the Township Engineer;
- ii) The Township may at any time enter upon the lands for the purposes of inspection or restoration of the established Grade Control Plan and the cost of the Township in performing any restoration work shall be paid to the Township by the Owner of the lands upon which such restoration work was performed, within thirty (30) days of demand therefore by the Township and failing payment as aforesaid the cost shall be deemed as taxes and collected in like manner as Municipal taxes. The express intent of this covenant is that same shall run with the lands and will benefit all lands within the subdivision by providing proper and adequate drainage."

The Grade Control Plan may be amended from time to time by the Developer upon first receiving written approval from the Township Engineer and such approval shall not be withheld except for sound engineering reasons. All surface drainage shall be directed in accordance with the approved Grade Control Plan. In all cases the Owner shall, at its own expense, maintain sufficient interim drainage and outlets to provide adequate drainage until pavement has been constructed and accepted by the Township. This shall include the installation and removal of culverts when required by Township.

The Developer for itself and its successors in title covenants and agrees to provide to the Township a certificate from a professional Engineer verifying that the "As Built" grades of any completed unit constructed in the subdivision complies in all

respects with the approved grade control plan for the subdivision and the detailed lot drainage plan. The filing of such certificate shall be a condition precedent to the release of any performance deposit paid to the Township upon the issuance of a building permit. The form of such certificate is stipulated in Schedule "J".

33. INTERIM GRADING OF LOTS

The Developer for itself, its successors and assignees undertakes and agrees that prior to seeking final acceptance of roads within the subdivision, all abutting lots and open lands upon which construction has not been commenced will be filled and graded as necessary to provide positive drainage and maintained at the Developer's expense provided, however, that if any lot or open land was used as a dump site or if after the filling and grading of any lot or open land there shall remain exposed any building material or other debris other than native material the said lot or open space shall be top soiled, seeded and maintained at the Developer's expense. Where the ownership of such lots or open spaces has been transferred to a purchaser or transferee, the Developer covenants and agrees to ensure the enforcement of the requirements of this Clause by way of condition in such Transfer of Agreement of Purchase and Sale.

34. LANDS FOR MUNICIPAL PURPOSES

The Developer agrees to grant in fee simple unto the Township, lands for municipal purposes other than roads, which shall be mutually agreed upon by the Owner and the Township or to make a cash payment in lieu thereof as provided by the *Planning Act*, R.S.O. 1990, c. P.13, and also to convey to the Township in fee simple, the one foot reserves required by the Township. Prior to the Township signing this Agreement, all deeds shall be executed and delivered to the Township. The deeds for the said lands are to be approved by the Township's Solicitor and thereafter, forthwith registered and deposited with the Clerk of the Township. The Developer shall pay the cost for preparation and registration of the said deeds.

35. CONSTRUCTION REFUSE

All construction refuse and debris from the subdivision must be disposed of in an orderly and sanitary fashion in a dumping area provided by the Developer and the Ontario Ministry of the Environment and Climate Change off the site of the subdivision. The Township is not responsible for the removal or disposal or refuse and debris but may give the Developer permission to use the Township Landfill where Tipping Fees are in effect. The Developer agrees to deliver a copy of this Clause to each and every builder obtaining a building permit for any lot or part of a lot on the said Plan of Subdivision.

36. LEGAL NOTICE TO DEVELOPER

Any notice required to be given hereunder may be given by registered mail addressed to the Developer at his principal place of business and shall be deemed to have been received five (5) days following mailing. Notices may also be hand

delivered and shall be effective upon receipt.

37. REGISTRATION

The Developer consents to the registration of the Subdivision Agreement by the Township and at the sole discretion of the Township upon the title to the lands in accordance with section 71 of the *Land Titles Act*.

38. REQUIREMENTS FOR BUILDING PERMITS

The approval of the plan by the Township or the acceptance by the Township of the works shall not be deemed to have given any assurance that the Municipal building permits, when applied for, will be issued in respect of the lots or blocks shown on the plan.

Notwithstanding the foregoing, the Developer covenants and agrees that it will not apply for, nor will anyone claiming title from it, under it or under its authority apply for one or more building permits to construct any building or other structure of any sort on any lot or lots in the said subdivision until:

- i) All relevant development charges have been paid.
- ii) All roads in the subdivision have been connected to a Township street.
- iii) The whole of such portion of the mass earth moving or general grading as required by good engineering practice has been completed to the satisfaction of the Township Engineer.
- iv) Roads to granular base stage and drainage works including, stormwater management pond, top soiling and hydro seeding are complete and preliminarily approved.
- v) A grading plan of each individual lot for which a building permit is sought has been submitted and approved by the Township.
- vi) Utilities (i.e. Bell, Hydro, Gas, Cable and Lighting) have been installed and lots are ready for service.

39. EASEMENTS

The Developer agrees to grant at his expense all such easements and rights-of-way as may be required for the installation and supply of services to the subdivision. Prior to the Township signing this Agreement, all easements shall be executed and delivered to the Township in a form approved by the Township's solicitor. A list of easements and rights-of-way to be granted to the Township and agencies shall be set out in Schedule "E" of this Agreement.

40. LOT LEVIES AND DRAINAGE AND LOCAL IMPROVEMENT CHARGES

- (a) The Developer agrees to pay for all arrears of taxes outstanding against the property herein described before the approval of the said plan is obtained. The Developer further undertakes and agrees to pay all taxes levied on the said lands on the basis and in accordance with assessment and collector's roll entries until such time as the lands herein being subdivided have been assessed and entered on the Collector's Roll according to the Registered Plan.
- (b) Before the plan is approved, the Developer agrees to commute and pay all charges made with respect to the *Drainage Act*, R.S.O. 1990, Chapter D.17 and the *Municipal Act, 2001*, .S.O. 2001, Chapter 25 , which are assessed against the property on the said Plan of Subdivision.
- (c) Before the plan is approved the Developer agrees to commute and pay the Township's share of any charges made under the *Drainage Act* and the *Municipal Act, 2001* as present serving this property and assessed against it.

41. PLEDGE OF TITLE TO LANDS

The Developer hereby charges and pledges, as security for such levy payments and service charges, all its right, title and interest in those parts of the lands shown as numbered and/or lettered Lots and Blocks on the Plan and agrees that this Agreement may be registered against the lands and it is agreed that such payments and costs shall be a lien against the lands.

42. HYDRO ELECTRIC

Prior to the Township releasing this proposed Plan for registration the Developer shall provide the Township with a letter from the Hydro Electric authority having jurisdiction in the Township stating that the Developer has entered into a satisfactory agreement with them with respect to the costs of installing services.

The Developer acknowledges and accepts that any relocation of Hydro' low voltage transmission line shall be at their expense.

43. FIRE PROTECTION

The Developer may be directed to provide a water storage reservoir and/or direct access to a water source for the purpose of fighting fires as deemed necessary by the Township.

44. SPECIAL PROVISIONS

The following Special Provisions are set out in accordance with Conditions of Draft Approval.

a) The owner agrees to implement the recommendations of the Test Well Program Report, prepared by Golder Associates Limited dated June 1989 and the report and all addendums will be made available to purchasers.

The following statements shall be included in all Offer to Purchase and Sale Agreements:

b) That the sodium levels in the water are greater than the suggested upper levels of 20 mg. /l and persons on a low salt intake diet should consult their physician.

c) That the treatment of the water may be required to reduce the iron concentration and excessive levels of iron may cause staining of laundry and porcelain fixtures.

d) That the treatment of water may be required to reduce dissolved solid. Excess levels of total dissolved solids can result in excessive hardness, tastes and corrosion.

45. DEFAULT PROVISIONS

Notwithstanding anything hereinbefore contained in this Agreement, when the Developer is deemed by the Township to be in default of this Agreement, the Township reserves the right to use the financial security to recover costs incurred by the Township and/or to restrict building and/or occupancy permits. Liquidated damages can only be used in contracts where the parties make an effort to agree on the actual losses in the event of a breach. It must be a true estimate of the parties made in advance. It would not apply here.

46. NO FETTERING OF DISCRETION

Notwithstanding any other provisions of this Agreement, the Parties hereto agree that none of the provisions of this Agreement is intended to operate, nor shall have the effect of operating, in any way to fetter either the Municipal Council which authorized the execution of this Agreement or any of its successor councils in the exercise of any discretionary powers, duties or authorities.

47. SUCCESSORS AND ASSIGNS

It is hereby agreed that this Agreement shall be enforceable by and against the parties hereto, their heirs, executors, administrators, successors, and assigns and that the Agreement and all of the covenants of the Developer herein contained shall run with the Lands.

This Agreement shall be binding upon and ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

SIGNED, SEALED AND DELIVERED THIS ____ DAY OF _____, 2016

<hr/>	} MALYON EXCAVATION
	} Per: Gregory Malyon
	} I have authority to bind the corporation
	}
	}
	}
	}
	} THE CORPORATION OF THE
	} TOWNSHIP OF SOUTH GLENGARRY
	}
	}
	}
<hr/>	} MAYOR IAN MCLEOD
	}
	}
	}
	}
<hr/>	} CLERK MARILYN LEBRUN

SCHEDULE "A" OF SUBDIVISION AGREEMENT

NOTE: It is understood and agreed that this Schedule forms part of the Township of South Glengarry Subdivision Agreement.

DESCRIPTION OF LANDS BEING SUBDIVIDED

Part of west ¾ Lot 14, Concession 1, Front, now designated as Lots 1 through 22 and Blocks 23 & 24. In the Township of South Glengarry (Geographic Township of Charlottenburgh), in the County of Glengarry.

SCHEDULE "B" OF SUBDIVISION AGREEMENT

NOTE: It is understood and agreed that this Schedule forms part of the Township of South Glengarry Subdivision Agreement.

PLAN OF SUBDIVISION

See Registered Plan #_____ attached hereto.

SCHEDULE "C" OF SUBDIVISION AGREEMENT

NOTE: It is understood and agreed that this Schedule forms part of the Township of South Glengarry Subdivision Agreement.

WORKS TO BE PROVIDED

- a) Roads, grading, drainage, ditching, seeding and pavement;
- b) Street name signs and traffic signs to be supplied by the developer and erected by the Township;
- c) Hydro service-
- d) Street Lighting
- e) Telephone service
- f) Gas service
- g) All necessary roadway ditches, seeding, outlet ditches, drainage swales;
- h) Ontario Land Surveyor Certification;
- 1) As-built plans (hard and electronic copy);

SCHEDULE "D" OF SUBDIVISION AGREEMENT

NOTE: It is understood and agreed that this Schedule forms part of the Township of South Glengarry Subdivision Agreement

ESTIMATED COST OF THE WORKS

Scope of Works Completed	Portion of Security Released
Roads	
• Initial acceptance by the Township upon completion of base course asphalt	65%
• Secondary acceptance by the Township upon completion of top course asphalt	20%
• Completion of maintenance and warranty obligations	15%

Roads

	Costs \$
• Excavate for road base and ditches	\$26,500.00
• Supply and Place 300mm Granular B and 150mm Granular A	\$55,000.00
• Supply and Place 40mm HL8 Base Course Asphalt	\$51,920.00
• Supply and 40mm HL3 Top Course Asphalt	\$55,440.00
• Supply and Place 2, 17 Meter 600mm Diameter CSP Culverts and 2CSP Arch Culverts	\$ 8,500.00
• Form Pour and Strip Radius Curbing	\$ 2,000.00
• Contingency 15%	\$29,904.00
Sub-Total	\$229,264.00

Scope of Works Completed	Portion of Security Released
Other Works- Site Works	
• Preliminary acceptance by the Township	85%
• Completion of maintenance and warranty obligations	15%

Site Works

	Costs \$
• Construct drainage swales and Ditches	
• Supply and place Seeding and Mulching	\$ 8,800.00
• Supply and Place Rip Rap/Gabion Mats	\$ 2,000.00
• Contingency 15%	\$1,620.00
Sub- Total	\$12,420.00

Total **\$241,684.00**

In accordance with Clause 14 and 15 of the Agreement, the Letter of Credit or Surety bond for 50% the value of the estimated cost of the works shall be deposited with the Township in the form specified in Schedules “K” or “L” hereto on or before the execution of the Agreement.

SCHEDULE "E" OF SUBDIVISION AGREEMENT

NOTE: It is understood and agreed that this Schedule forms part of the Township of South Glengarry Subdivision Agreement.

LIST OF EASEMENTS/LAND TO BE GRANTED TO THE TOWNSHIP & AGENCIES-

- 1. 1-0.3 metre reserve in favour of the United Counties of SDG
- 2. 2 - 8 metres in width Drainage Easements in favour of the Township of South Glengarry
- 3. 1-3 metre in width Easement in favour of Cornwall Electric

SCHEDULE "F" OF SUBDIVISION AGREEMENT

NOTE: It is understood and agreed that this Schedule forms part of the Township of South Glengarry Subdivision Agreement.

PARKLAND

The Developer shall convey Block 23 to the Township for Parkland.

SCHEDULE "G" OF SUBDIVISION AGREEMENT

NOTE: It is understood and agreed that this Schedule forms part of the Township of South Glengarry Subdivision Agreement.

DECLARATION OF "PROGRESS AND COMPLETION"

SUBDIVISION: Summerstown Estates
DEVELOPER: Malyon Excavation Ltd.
CONSULTING ENGINEER: Neil Levac, Engineer, 1168532 Ontario Inc., 2690 Bay Road, L'Orignal, ON K0B 1K0

As required by the Agreement between the Corporation of the Township of South Glengarry and **Malyon Excavation Ltd.**

1. The Developer hereby agrees and undertakes to complete the construction of the works as required by the above mentioned Agreement in accordance with the time schedule for completion of services as approved by the Township Engineer and more specifically in accordance with the following schedule and conditions:

- a) Granular "B" and Granular "A" on or before
November 30, 2017
- b) Grading, top soil and seeding of ditches and back slopes on or before
November 30, 2017
- c) Base Course Asphalt surface on or before
November 30, 2017
- d) Top course asphalt surface on or before
November 30, 2020

The Developer agrees and undertakes to complete the construction of the works in accordance with the dates provided above, provided it is not prevented from doing so by some act of the Township, strikes, weather conditions and, without limiting the generality of the foregoing, any other contingency over which it has no control.

2. The Developer further agrees that the Township is hereby authorized to carry out at his expense any of the work set out in the Declaration not finished on or before the completion dates, to be commenced not sooner than one week following such completion date, it being understood and agreed that the Township's authorization is limited only to that work required under the Declaration.
3. The Developer undertakes to properly maintain the gravel road base at all times and to keep all roads in a mud-free and dust-free condition until such time as the roads, including boulevards, have been completed.
4. The Developer further agrees and the Township is hereby authorized to undertake any of the maintenance work as set out under Section 3 hereof, not completed within 24 hours after receipt of such request for maintenance, at his expense, and without limiting the generality of the foregoing, the Township's cost shall be the cost of materials, equipment rental, labour, payroll burden, plus twenty (20%) percent for overhead.

SIGNED

Malyon Excavation Ltd.
Per: Gregory Malyon
I have authority to bind the corporation

DATED

_____ **SIGNATURE OF WITNESS** _____

SCHEDULE "H" OF SUBDIVISION AGREEMENT

NOTE: It is understood and agreed that this Schedule forms part of the Township of South Glengarry Subdivision Agreement.

Design and Construction Drawings

As per the following drawings by Levac Robichaud Leclerc Associates Ltd. &

Drawing Name	Drawing No.	Revision No.	Date
Site Grading Plan	1	6	08/12/10
Drainage Area	2	6	08/12/10
Lalonde Blvd. Plan & Profile	3, 4, 5, & 6	6	08/12/10
James Cres. Plan & Profile	7 & 8	6	08/12/10
Road Ditch Sub drain Location	06668-SD1	6	08/12/10
Ditch Sub drain Location	06668-ESC1	6	08/12/10
Construction Details Plan	06668-CD1	6	08/12/10

SCHEDULE "I" OF SUBDIVISION AGREEMENT

NOTE: It is understood and agreed that this Schedule forms part of the Township of South Glengarry Subdivision Agreement.

STREET NAMES AND TRAFFIC SIGNS REQUIREMENTS

- 1 RA-1 (Stop Sign) on Jason Street at the intersection of Jason Street and Lalonde Boulevard
- Street Name Signs to be located at the intersection of Jason Street and Lalonde Boulevard
 - James Street
 - Lalonde Boulevard

• **SCHEDULE "J" OF SUBDIVISION AGREEMENT**

NOTE: It is understood and agreed that this Schedule forms part of the Township of South Glengarry Subdivision Agreement.

CERTIFICATION OF LOT GRADING

TOWNSHIP OF SOUTH GLENGARRY
CERTIFICATE OF LOT GRADING

REGISTERED PLAN NO: _____
LOT NO: _____

NAME OF BUILDER: _____
ADDRESS: _____

The undersigned, being a registered Professional Engineer in the Province of Ontario, and having inspected the above-referred lot, hereby certifies that the finished grades are within acceptable tolerances. For the purpose of this certification, an acceptable tolerance shall be deemed to be the approved grade plus or minus 25%, subject to a maximum difference in ground surface elevation of 0.1 meters (4 inches).

SIGNED: _____

NAME: _____

ADDRESS: _____

DATE: _____

FOR TOWNSHIP USE. DO NOT COMPLETE.

NAME OF DEVELOPER: _____
NAME OF DEVELOPMENT: _____
APPROVED: _____
DATE: _____
FILE NO: _____

SCHEDULE "K" OF SUBDIVISION AGREEMENT

NOTE: It is understood and agreed that this Schedule forms part of the Township of South Glengarry Subdivision Agreement.

REQUIRED WORDING OF LETTER OF CREDIT:

TO: The Corporation of the Township of South Glengarry
P.O. Box 220, 6 Oak Street,
Lancaster, Ontario
K0C 1N0

WE, the undersigned, _____(hereinafter called "the Bank") hereby establish an irrevocable Letter of Credit in favour of the Corporation of the Township of South Glengarry (hereinafter called "the Township") in the amount of dollars (\$_____) which may be drawn on by you to the extent required for the proper fulfilment by _____ (hereinafter called "_____") of its obligation pursuant to an agreement between The Corporation of the Township of South Glengarry and _____ dated the ____ day of _____, 2016, (hereinafter called "The Agreement").

Drafts under this Letter of Credit shall be in the form of a written demand for payment made by The Township. The amount of this credit shall be reduced from time to time as advised by notice in writing given to the undersigned by the Township.

Any written demand for payment pursuant to this Letter of Credit by The Township will be the Bank's sufficient authority to make payment hereunder and the Bank shall not be required to determine the validity or sufficiency of such payment. The Township will, in its written demand for payment, confirm that monies drawn pursuant to this Letter of Credit are to be or have been expended pursuant to obligations incurred or to be incurred by _____ pursuant to the Agreement. Further, any breach by _____ of the Agreement shall entitle the Township to call upon the whole or any part of this Letter of Credit.

Partial drawings are permitted.

The registration of a lien pursuant to the *Construction Lien Act*, R.S.O. 1990 against any of the works for which this Letter of Credit is given shall entitle the Township to call upon this Letter of Credit to discharge the obligations imposed on the Township by Virtue of said *Construction Lien Act*, R.S.O. 1990.

It is a condition of this letter of credit that it shall be deemed to be automatically extended without amendment from year to year from the present or any future expiration date hereof, unless at least thirty (30) days prior to the present or any future expiration date, we shall notify you in writing by registered mail that we elect not to consider this Letter of Credit to be renewable for any such additional period.

DATED AT _____ THIS ____ DAY OF _____ 2016

PER: _____

PER: _____

SCHEDULE "L" OF SUBDIVISION AGREEMENT

NOTE: It is understood and agreed that this Schedule forms part of the Township of South Glengarry Subdivision Agreement.

REQUIRED WORDING OF SURETY BOND

KNOWN ALL MEN BY THESE PRESENTS, that _____ as Principal, hereinafter called the "Principal", and _____ as Surety, hereinafter called the "Surety", are held and firmly bound unto _____ as Obligee, hereinafter called the "Obligee", in the amount of _____ dollars (\$_____) lawful money of Canada, for the payment of which sum, well and truly be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED THIS _____ DAY OF _____ 2016.

WHEREAS the Principal has entered into _____ a contract with the Obligee, more particularly described in Schedule "A" attached hereto _____, which _____ agreement is by reference, made a part hereof and is hereinafter referred to as the "agreement".

NOW THEREFORE the conditions of this obligation are such that if the principal shall well and faithfully observe, perform, pay and discharge all the obligations on the part of the Principal to be observed, performed, paid and discharged in connection with the agreements, then this obligation shall be void, otherwise it shall remain in full force and effect.

WHENEVER the Principal shall be declared by the Obligee, in its sole discretion, exercised at any time and from time to time to be in default under the agreement the Surety shall, upon written demand or demands without enquiring whether the Obligee has a right between itself and the Principal to make such a demand or demands and without recognizing any claim of the Principal.

PROVIDED, however, that the Obligee is required to deliver to the Surety at such time _____ as a written demand _____ for payment is made upon the Surety, a certificate confirming that monies demanded pursuant to this Bond are pursuant to obligations incurred or to be incurred in connection with the agreement. AND PROVIDED further that in no event shall:

- (a) The Surety be liable for a greater sum than that amount specified in this Bond, and
- (b) Any right of action accrue by reason hereof to or for the use or benefit of any person other than the Obligee.

IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these present to be sealed with its corporate seal duly attested by the signature of its authorized signing authority, the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF: _____
PRINCIPAL

SURETY

OBLIGEE

SCHEDULE "M" OF SUBDIVISION AGREEMENT

NOTE: It is understood and agreed that this Schedule forms part of the Township of South Glengarry Subdivision Agreement.

REQUIRED WORDING OF CERTIFICATE OF LIABILITY INSURANCE

(INSURANCE COMPANY)
TO: The Corporation of the Township of South Glengarry
P.O. Box 220, 6 Oak Street,
Lancaster, Ontario
K0C 1N0

This is to certify that _____ whose address is _____ has Comprehensive Liability Insurance in this Company under Policy No. _____ subject to limits of not less than five million dollars (\$5,000,000.) inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof.

The Comprehensive General Liability Insurance includes coverage for:

1. premises and operations liability
2. products or completed operations liability
3. blanket contractual liability
4. cross liability
5. contingent employer's liability
6. personal injury liability arising out of false arrest, detention or imprisonment or malicious prosecution; libel, slander or damnation of character; invasion of privacy, wrongful eviction or wrongful entry
7. shoring, blasting, excavating, underpinning, demolition, pile driving, and caisson work, work below surface, tunnelling and grading
8. liability with respect to non-owned licensed vehicles.

The policy contains the following endorsements:

1. The Corporation of the Township of South Glengarry and Township Engineer are added as additional Named Insureds with respect to the Subdivision known as " _____ " located in _____ Lot(s) Concession _____ Township of South Glengarry, particularly described in Schedule "A" to Subdivision Agreement(s) dated the _____ day of _____, 2016 between _____ (Name of Owner) and the Corporation of the Township of South Glengarry and shown on the Plan(s) of Subdivision entered in the Register for Section M- _____, M- _____ and M- _____ in the Office of the Land Titles Division of Glengarry.

2.

It is understood and agreed that the coverage provided by this policy will not be changed or amended in any way which reduces the coverage, nor cancelled nor allowed to lapse until 30 days after written notice by registered mail or personal delivery of such change or cancellation, or lapse, shall have been given to the Corporation of the Township of South Glengarry.

DATE:_____

Malyon Excavation Ltd.
Gregory Maylon“I HAVE
AUTHORITY TO BIND THE
CORPORATION”

COUNTERSIGNED:

DATE

MARILYN LEBRUN, CLERK,
TOWNSHIP OF SOUTH GLENGARRY

IAN MCLEOD, MAYOR, TOWNSHIP OF
SOUTH GLENGARRY

DATE



STAFF REPORT

S.R. No. 128-16

PREPARED BY: Joanne Haley – GM – Community Services

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: November 7, 2016

SUBJECT: Viau Site Plan Control Approval and Agreement

BACKGROUND:

1. The subject property is legally described as Part of Lot 22, Concession 1, Part 1 on Reference Plan 14R 2280, in the former Township of Lancaster, now in the Township of South Glengarry also known as 21198 Bayview Avenue.
2. The Applicant proposes to construct a 236 square foot residential garage and an addition to an existing single detached dwelling. As per our Site Plan Control By-Law 17-10, all development located along the south side of the South Service Road and County Road 2 is subject to site plan control.
3. The property owner began working with the Township approximately 1.5 years ago to redevelop the subject property. The property owner applied for and received approval for a minor variance and a new septic system. On October 5, 2016, the property owner formally filed the application for Site Plan Control.

ANALYSIS:

4. The subject property is 6,125 square feet (Approximately 0.14 acres) in area and is privately serviced.
5. This application was circulated to the adjacent property owners within 60 meters of the subject property. It was also circulated to the Raisin Region Conservation Authority (RRCA). This proposed development is subject to permit(s) from the RRCA.
6. The subject property is zoned Limited Services Residential (LSR) and Flood Plain-Holding (FP-H) in the Township of South Glengarry's Zoning By-Law and is designated Residential District in the United Counties Official Plan. This proposed use conforms to both the Zoning By-Law and the Official Plan.

7. The attached Site Plan Control Agreement contains the typical clauses to ensure that the development proceeds as per the approved plan. The proposed Site Plan can be found in Schedule B within the Agreement as attached. The Site Plan was prepared by Ron Jason Surveying Ltd. This site plan was reviewed by our Chief Building Official (CBO) to ensure that the site plan conforms to our Site Plan Control By-Law.
8. The Site Plan Control Agreement and the Site Plan will be registered on title following the execution of the agreement.
9. A building permit may be issued following the execution of the Site Plan Control Agreement.

ALIGNMENT WITH STRATEGIC PLAN:

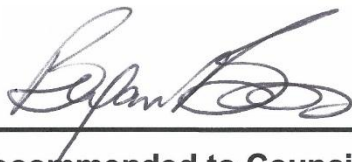
N/A

IMPACT ON 2016 BUDGET:

N/A

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report No. 128-16 be received and that the Council of the Township of South Glengarry approve By-Law No.76-16 and the Site Plan Control Agreement between Nicole and Gaston Viau and the Township of South Glengarry for the property legally described as Part of Lot 22, Concession 1, Part 1 on Reference Plan 14R 2280, in the former Township of Lancaster, now in the Township of South Glengarry and be read a first, second and third time in Open Council this 7th day of November 2016.



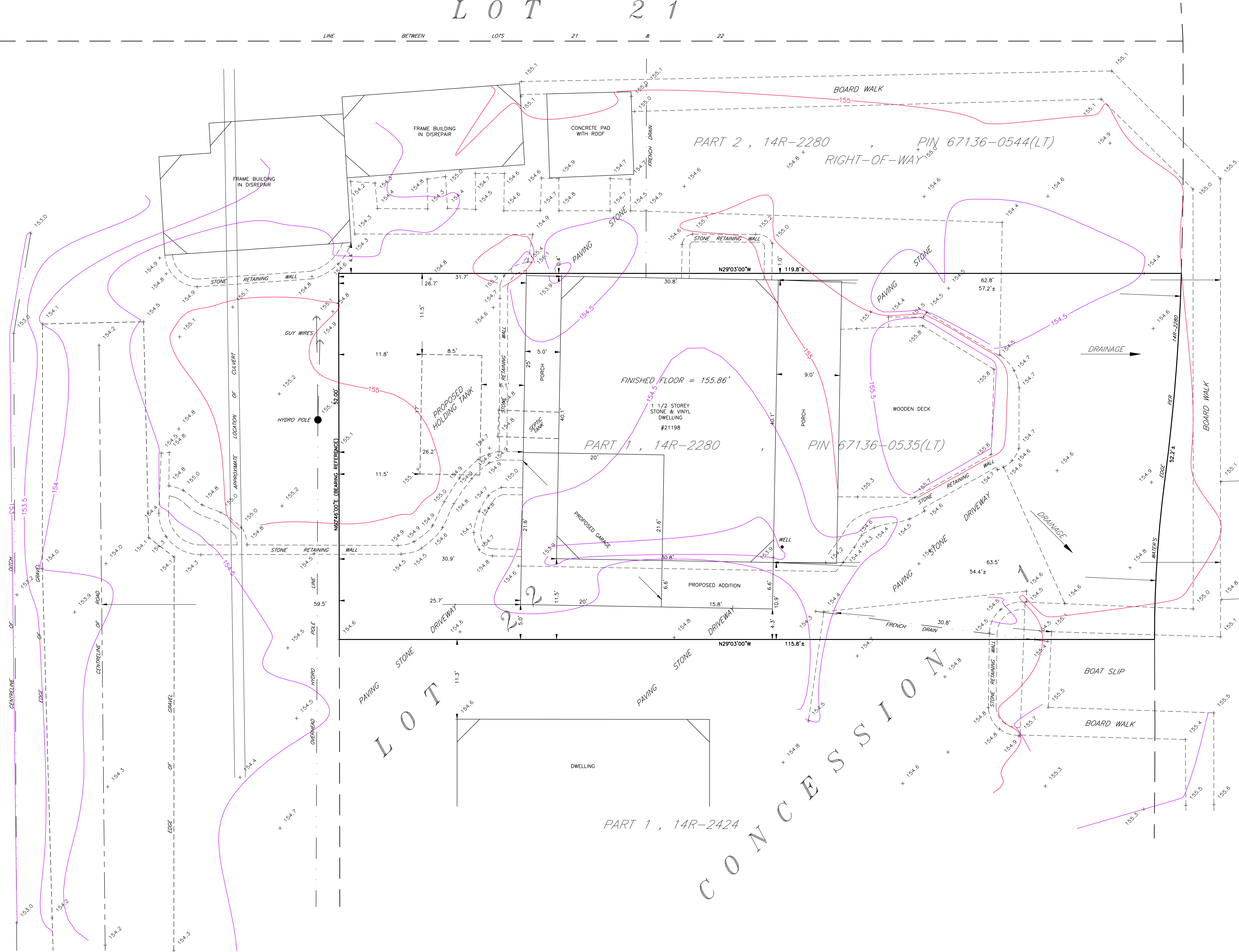
**Recommended to Council for
Consideration by:
BRYAN BROWN, CAO**

LOT 21

LINE BETWEEN LOTS 21 & 22

PART 2, 14R-2280, PIN 67136-0544(LT)

RIGHT-OF-WAY



S T. F R A N C I S L A K E

MUNICIPAL ADDRESS

#21198 BAYVIEW AVENUE
BAINSVILLE ONTARIO

LOT COVERAGE

LOT = 6125 sqft

EXISTING DWELLING = 1235 sqft
EXISTING PORCH = 561 sqft
EXISTING DECK = 463 sqft

TOTAL = 2259 sqft

EXISTING LOT COVERAGE = 36.8%

PROPOSED GARAGE = 132 sqft
PROPOSED ADDITION = 104 sqft

TOTAL = 236 sqft

EXISTING + PROPOSED = 2495 sqft

LOT COVERAGE = 40.7%

SITE PLAN ON
PART 1, 14R-2280, PIN 67136-0535(LT)
GEOGRAPHIC TOWNSHIP OF LANCASTER
TOWNSHIP OF SOUTH GLENGARRY
COUNTY OF GLENGARRY
RON M. JASON O.L.S.
SCALE : 1 INCH=6 FEET

IMPERIAL

DISTANCES AND ELEVATIONS SHOWN ON THIS
PLAN ARE IN FEET AND CAN BE CONVERTED
TO METRES BY MULTIPLYING BY 0.3048.

NOTES
BEARINGS ARE ASTRONOMIC AND ARE REFERRED TO THE NORTHERLY LIMIT
OF PART 1 ON PLAN 14R-2280, HAVING A BEARING OF N60°46'00"E.

- LEGEND
- DENOTES PLANTED MONUMENT
 - DENOTES FOUND MONUMENT
 - SIB DENOTES STANDARD IRON BAR
 - SSIB DENOTES SHORT STANDARD IRON BAR
 - IB DENOTES IRON BAR
 - CM DENOTES CONCRETE MONUMENT
 - CP DENOTES CUT CROSS
 - IP DENOTES IRON PIPE
 - DENOTES ROUND
 - WT DENOTES WITNESS
 - ACC DENOTES ACCEPTED
 - MEAS DENOTES MEASURED
 - INST DENOTES INSTRUMENT
 - x-x DENOTES FENCE
 - + DENOTES SPOT ELEVATIONS

SURVEYOR'S CERTIFICATE

I CERTIFY THAT THIS SITE PLAN IS CORRECT.

AUGUST 13, 2015

RON M. JASON
ONTARIO LAND SURVEYOR

REVISED: SEPTEMBER 19, 2016
REVISED: AUGUST 30, 2016
REVISED: AUGUST 26, 2016
REVISED: JANUARY 21, 2016
REVISED: SEPTEMBER 4, 2015

Ron M. Jason Surveying Ltd.
ONTARIO & CANADA LAND SURVEYORS
PRESCOTT ALEXANDRIA
REF: 15-15-1054

**THIS AGREEMENT made in quadruplicate this
7th day of November, 2016**

BETWEEN:

GASTON AND NICOLE VIAU

**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 Owner has applied to the Township for approval of a site plan for the Owner's lands, which site plan is annexed hereto as Schedule "B" and the Township has approved the said site plan subject to the Owner entering into this Agreement with the Township.

NOW THEREFORE this Agreement witnesseth that in consideration of the approval by the Township of the site plan for the development on the Owner's lands and the implementation of the conditions in the said approval, the Owner and the Township agree as follows:

1. IN THIS AGREEMENT:

- | | |
|----------------------|--|
| "TOWNSHIP" | means the Corporation of the Township of South Glengarry, and its appointees; |
| "OWNER" | Gaston and Nicole Viau |
| "LANDSCAPING" | means any rock, brick, poured concrete or treated wood retaining walls intended to withhold soils or rock at a higher grade or elevation, trees, hedges, shrubs or other similar vegetation. |
| "RRCA" | means the Raison Region Conservation Authority |

LANDS

2. The Owner hereby agrees and acknowledges that the lands affected by this Agreement are the lands described in Schedule "A" attached hereto and forming part of this Agreement.

PERMITS

3. (a) The Township agrees that upon execution of this Agreement by all parties and upon submission and approval of the plans and specifications in accordance with Township by-laws and regulations, a building permit or permits for the development of the lands as contemplated by this Agreement shall be issued.
- (b) The owner agrees that placement of structures and site services on the property shall be in accordance with the site plan attached to this agreement.
- (c) The owner agrees that upon execution of this Agreement that required studies, if necessary, will be provided to the Municipality that will reflect the various mitigation techniques that will be used to satisfy any land incompatibility issues such as but not limited to traffic, rail, industrial noise, air quality assurance.
- (d) The owner must obtain an RRCA Ontario Regulation 175/06 Permit prior to the issuance of a building permit.
- (e) The modification of the existing single detached dwelling and the construction of an addition to the said dwelling as well as an attached residential garage must adhere to all permits issued by the RRCA.

GRADING

4. The Owner shall provide to the Township of South Glengarry a Site Plan containing grading and drainage information that includes the location of the proposed single detached dwelling. The Site Plan is included in "Schedule "B" -Approved Site Plan" attached to this document.

LICENSE TO ENTER LAND

5. (a) The Owner hereby grants to the Township, its servants, agents and contractors, the license to enter the Owner's lands for the purpose of inspection of the works and to perform such work as may be required as a result of a default.
- (b) The Owner hereby grants to the Township, its servants, agents and contractors, the license to enter the Owner's lands for access into the mechanical room and to the water meters indefinitely, for maintenance purposes.

DEFAULT

6. (a) In the event of a default by the Owner or it's successors or assignees in the provision and maintenance of all matters and things required to be done by it pursuant to this Agreement, and after thirty (30) days written notice to the Owner, the Township may, at the expense of the Owner, enter upon the

Owner’s lands and do all such matters and things as are in default. “Cost” and “Expense of the Owner” in this clause shall be the actual cost incurred by the Township plus 25% of such cost as a charge for overhead. Any costs incurred by the Township pursuant to this Agreement 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 and costs referred to in this clause may be recovered by the Township in like manner as municipal taxes pursuant to the provisions of the *Municipal Act*, as amended.

- (b) The Owner further agrees that the entry and performance of works or procedures by the Township as herein provided shall not constitute a trespass.

AGREEMENT BINDING ON SUCCESSOR ON TITLE

- 7. (a) The Owner covenants and agrees that each and every covenant herein contained shall be binding upon the Owner of the Owner's lands and upon each and every successor on title.
- (b) The Owner covenants and agrees with the Township that if it subsequently sells or conveys the Owner's lands or any part thereof, each transfer or grant shall contain a covenant on the part of the grantee therein binding it, its successors and assigns, to the terms of this Agreement, and any further amendments thereto, and a further covenant on the part of the grantee or its successors and assigns to include a similar covenant in all subsequent transfers or grants of the Owner's lands, until the duties and obligations of the Owner under this Agreement have been fully performed. This Agreement does not relieve the Owner from complying with any other building and/or zoning requirements under the provisions of the *Ontario Building Code Act* and *Planning Act*.

SCHEDULES

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

SCHEDULE "A"	Legal Description of the Owner's Property;
SCHEDULE "B"	Approved Site Plan

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

WITNESS

GASTON VIAU

DATE _____

WITNESS

NICOLE VIAU

DATE _____

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

PER: _____

MAYOR IAN MCLEOD

DATE _____

PER: _____

CLERK MARILYN LEBRUN

DATE

SCHEDULE "A"

LEGAL DESCRIPTION

OF THE OWNER'S LANDS

THOSE LANDS AND PREMISES located in the Township of South Glengarry, in the County of Glengarry and Province of Ontario AND BEING COMPRISED OF: Part of Lot 22, Concession 1, Part 1 on Reference Plan 14R 2280, in the former Township of Lancaster, also known as 21198 Bayview Avenue.

SCHEDULE "B"

APPROVED SITE PLAN

The said Site Plan dated August 13, 2015 and revised on September 19, 2016 prepared by Ron M. Jason Surveying identifies the location of the proposed addition and attached residential garage to the existing single detached dwelling on the subject lands.

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

BEING A SITE PLAN AGREEMENT BY-LAW AND A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO ENTER INTO A SITE PLAN AGREEMENT BETWEEN THE TOWNSHIP OF SOUTH GLENGARRY AND GASTON AND NICOLE VIAU

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 Gaston and Nicole Viau being the owners of the land described as Part of Lot 22, Concession 1, Part 1 on Reference Plan 14R 2280, in the former Township of Lancaster, now in the Township of South Glengarry, County of Glengarry, also known as 21198 Bayview Avenue.

AND WHEREAS the Council of the Township of South Glengarry passed By-law No. 17-10, 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 Gaston and Nicole Viau, 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 7TH DAY OF NOVEMBER, 2016.

MAYOR: **CLERK:**



STAFF REPORT

S.R. No.129-16

PREPARED BY: Kevin Lalonde, Director of Development & Chief Building Official and Ewen MacDonald, GM – Infrastructure Services

PREPARED FOR: Council of the Township South Glengarry

COUNCIL DATE: November 7, 2016

SUBJECT: 04-Oct-2016 Sewage Holding Tank Request

BACKGROUND:

1. At the October 17, 2016 Regular Meeting of Council administration was directed to provide information in regards to a letter received, requesting permission for the owner of 6275 Boundary Road, Mr. John Warden to install sewage holding tanks on the property.
2. I respectfully provide the following information and comments with regards to the letter dated 04-Oct-2016 by Mr. John Warden to install sewage holding tanks on his property at 6275 Boundary Road. I have also included other related and background information in regards to:
 - *An existing sewage holding tank that has been installed*
 - *An October 20th, 2016 site visit by Township staff*
3. Private on-site sewage systems such as sewage holding tanks are regulated under Part 8 of Division B of the Ontario Building Code. The Building Department is solely responsible for issuing permits, conducting site inspections and enforcing regulations with respect to private on-site sewage systems.
4. Ontario Building Code Division B, Part 8 provides requirements in regards to sewage systems such as Class 4 (leaching bed system) and Class 5 (holding tank). Subsection 8.8.1. provides requirements specific to the prohibited and acceptable installation of Class 5 sewage systems (sewage holding tanks) A copy of Subsection 8.8.1 is attached hereto as Appendix 'A' and is as follows:
 - 8.8.1.1. Prohibited Installation
 - (1) Except as provided in Article 8.8.1.2., a Class 5 sewage system shall not be installed.

8.8.1.2. Acceptable Installation

- (1) A Class 5 sewage system may be installed in the following circumstances:
 - (a) where the proposed use of the sewage system is for temporary operation, excluding seasonal recreational use, not exceeding 12 months of duration,
 - (b) to remedy an unsafe sewage system where the remediation of the unsafe condition by the installation of a Class 4 sewage system is impracticable,
 - (c) to upgrade a sewage system serving an existing building, where upgrading through the use of a Class 4 sewage system is not possible due to lot size, site slope or clearance limitations, or
 - (d) as an interim measure for a lot or parcel of land until municipal sewers are available, provided that the municipality undertakes to ensure the continued operation of an approved hauled sewage system until the municipal sewers are available.
- (2) Where a Class 5 sewage system is installed, a written agreement for the disposal of sanitary sewage from the sewage system shall be entered into with a hauled sewage system operator.

5. To summarize the Building Code requirements related to this matter, the Building Code generally does not permit the installation of sewage system holding tanks for this site. The Building Code does however permit the installation of sewage system holding tanks for this site under the following circumstance:
 - Clause 8.8.1.2.(1)(d) - “as an interim measure for a lot or parcel of land until municipal sewers are available, provided that the **municipality undertakes** to ensure the continued operation of an approved hauled sewage system until the municipal sewers are available.”

ANALYSIS:

6. If the Township chooses to undertake to ensure continued operation of the sewage system holding tanks;
 - A permit would be required for the sewage holding tank as required by the Building Code.
 - The Township would need to enter into an agreement with a hauled sewage system operator in accordance with Building Code Division B, sentence 8.8.1.2.(2). A copy of the agreement would be required as part of the associated permit.
 - Consideration should be given to preparing an agreement that addresses items such as, but not limited to the following:
 - Fees associated with the preparation and review of the agreement
 - Term of the agreement and transferability
 - Access to the site for periodic inspection
 - Means to recover associated costs for maintenance, inspection, etc.
 - Maintenance (pump out) schedule



7. Following discussions with Ewen MacDonald, General Manager – Infrastructure Services and given that the Township is only in the early stages of negotiation with the City of Cornwall in regards to providing municipal services along Boundary Road, it appears to be premature at this time for the Township to permit sewage holding tanks to be installed at 6275 Boundary Road as requested by Mr. Warden.

ALIGNMENT WITH STRATEGIC PLAN:

N/A

IMPACT ON 2016 BUDGET:

N/A

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report No.129-16 be received and that the Council of the Township of South Glengarry not approve the request by Mr. John Warden to install sewage holding tanks on his property at 6275 Boundary Road.

ALIGNMENT WITH STRATEGIC PLAN:

IMPACT ON 2016 BUDGET:

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report No.129-16 be received and that the Council of the Township of South Glengarry not approve the request by Mr. John Warden to install sewage holding tanks on his property at 6275 Boundary Road.

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

8.7.8.3.**2012 Building Code Compendium**

- (2) For the purposes of Sentence (1), the minimum area is either of the following,
- (a) the area calculated based on the *loading rates* for Type 2 effluent set out in the Column headed "Type 2" found in Table 2-8 of the BCMOH, "Sewerage System Standard Practice Manual", or
 - (b) the value determined by the formula,

$$A = \frac{QT}{400}$$

where,

A = the area of contact in square metres between the stone layer and the underlying *soil*,

Q = the total daily design *sanitary sewage* flow in litres, and

T = the *percolation time* of the underlying *soil*.

- (3) The linear *loading rates* of the underlying *soil* shall not be greater than,
- (a) the linear *loading rates* set out in Table 2-11 of BCMOH, "Sewerage System Standard Practice Manual", where the area of the *Type B dispersal bed* is determined in accordance with Clause (2)(a), or
 - (b) the following linear *loading rate*, where the area of the *Type B dispersal bed* is determined in accordance with Clause (2)(b),
 - (i) 40 L/m, for *soil* having a *percolation time* equal to or greater than 24 min, or
 - (ii) 50 L/m, for *soil* having a *percolation time* less than 24 min.
- (4) The width of a *Type B dispersal bed* shall not exceed 4 m.

Section 8.8. Class 5 Sewage Systems

8.8.1. Application

8.8.1.1. Prohibited Installation

- (1) Except as provided in Article 8.8.1.2., a Class 5 *sewage system* shall not be installed.

8.8.1.2. Acceptable Installation

- (1) A Class 5 *sewage system* may be installed in the following circumstances:
- (a) where the proposed use of the *sewage system* is for a temporary operation, excluding seasonal recreational use, not exceeding 12 months in duration,
 - (b) to remedy an unsafe *sewage system* where the remediation of the unsafe condition by the installation of a Class 4 *sewage system* is impracticable,
 - (c) to upgrade a *sewage system* serving an existing *building*, where upgrading through the use of a Class 4 *sewage system* is not possible due to lot size, site slope or clearance limitations, or
 - (d) as an interim measure for a lot or parcel of land until municipal sewers are available, provided that the municipality undertakes to ensure the continued operation of an approved *hauled sewage system* until the municipal sewers are available.
- (2) Where a Class 5 *sewage system* is installed, a written agreement for the disposal of *sanitary sewage* from the *sewage system* shall be entered into with a *hauled sewage system* operator.



MUNICIPAL PROPERTY ASSESSMENT CORPORATION

October 17, 2016

To: Heads of Council
Chief Administrator Officers
Chief Finance Officers, Treasurers and Tax Collectors

From: Carla Y. Nell, Vice-President, Municipal and Stakeholder Relations

Subject: **2016 Assessment Update – Notices for Farm and Business Properties**

I would like to take this opportunity to provide an update on this fall's mailing of Property Assessment Notices.

To date, more than 4.5 million Property Assessment Notices have been mailed to residential property owners across Ontario updating property assessments to reflect the legislated January 1, 2016 valuation date. As of October 11, Property Assessment Notices for farm and business properties were also mailed. Some key dates, including the associated Request for Reconsideration (RfR) deadlines are noted below:

Property Type	Notice Mailing Date	RfR Deadline
Farm Properties	October 11, 2016	February 8, 2017
Business Properties	October 18, 2016	February 15, 2017
Multi-Partition Residential Properties	October 24, 2016	February 21, 2017
Special Purpose and Business Properties, Landfills, Managed Forests and other Amended Notices	November 28, 2016	March 28, 2017

In addition to these important milestones, on October 4, MPAC distributed updated preliminary values for large and special purpose business properties to affected property owners and municipalities. Final Notices for these properties will be mailed on November 28.

October 17, 2016

2016 Assessment Update – Notices for Farm and Business Properties

Page 2 of 2

Throughout the 2016 assessment update, we have placed careful and deliberate focus on increased transparency and shared understanding of property assessments. With this in mind, [AboutMyProperty](#) has been redesigned to offer enhanced information for farm and business property owners.

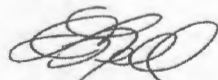
- Market trends for farms and business properties will be available on the AboutMyProperty™ home page as Property Assessment Notices are mailed in October.
- Using a secure login, property owners can view a copy of their Property Assessment Notice, detailed information about farmland, commercial, industrial and farm structures, and the valuation information for their property and neighbouring properties that may be comparable to their own.
- We have also created a new [Farm Brochure](#) and other tools to specifically help farmers understand how MPAC assesses the various components on their property (e.g., the farm residence, farm land, outbuildings, etc.).

In addition, new [Methodology Guides](#) are available on [mpac.ca](#) for a broad range of property sectors, including farm, golf courses, shopping centres and standard commercial and industrial properties.

Over the coming weeks, we will continue to engage municipalities, stakeholders and property owners as we finalize property assessments for the 2016 Assessment Update. With the expanded availability of information and licences for Municipal Connect and the recently-posted Notice-based Municipal Change Profile Reports, I encourage you to actively monitor preliminary values for your communities and engage your regional and account managers in discussions.

We look forward to continuing to work closely with you as we finalize 2016 values. If you have any questions about this fall's Notice mailing, please contact your Regional Manager or Account Manager, Municipal and Stakeholder Relations.

Yours truly,



Carla Y. Nell

Vice-President, Municipal and Stakeholder Relations

cc: Regional and Account Managers



Township of North Frontenac

6648 Road 506
P.O. Box 97, Plevna, Ontario K0H 2M0
Tel: (613) 479-2231 or 1-800-234-3953, Fax: (613) 479-2352
www.northfrontenac.ca

October 27, 2016

Hon Glenn Thibeault
4th Floor, Hearst Block
900 Bay Street
Toronto, Ontario M7A 2E1

Via Email gthibeault.mpp.ca@liberal.ola.org

Dear Mr. Thibeault,

Re: Request for Support for Ontario's Electrical Bills

Further to my letter dated October 20, 2016, there was a clerical error "changes" should have been "charges". Below is the amended Resolution. I apologize for any inconvenience.

Moved by Councillor Hermer, Seconded by Councillor Martin #480-16

WHEREAS 570,000 Ontario consumers are unable to maintain a paid up balance of their electrical bills;

AND WHEREAS 50,000 to 60,000 consumers have had their service disconnected due to unpaid balance;

AND WHEREAS we are in the fall heating season and approaching the winter season;

AND WHEREAS we are the only Province in Canada to be subject to these charges;

THEREFORE BE IT RESOLVED THAT we request that these charges be removed from consumer's electrical bills to make it more affordable and more comparative to other Provinces;

AND THAT this Resolution be circulated to Minister of Energy; Premier; Randy Hillier, MPP; and all Ontario Municipalities.

Carried

If you have any questions or concerns, please do not hesitate to contact me.

Yours truly,

Tara Mieske
Clerk/Planning Manager
TM/bh

c.c. All Ontario Municipalities



MUNICIPALITY OF CHARLTON AND DACK

Resolution of Council

MOVED BY:

MOTION NO: 16-271

SECONDED BY:

DATE: October 24th, 2016

WHEREAS the Ministry of Municipal Affairs has implemented a new requirement that anyone wishing to run for office on a council must submit the signatures of 25 voters supporting the nomination;

AND WHEREAS in many small municipalities it has become increasingly difficult to attract councillors and this requirement will discourage qualified and new candidates;

AND WHEREAS in rural communities accessibility is even more difficult and infringes Ontarians with Disabilities (AODA);

AND WHEREAS the Province has stated that they want to encourage more local decision making.

NOW THEREFORE BE IT RESOLVED THAT the Municipality of Charlton and Dack request the Province to re-evaluate this requirement and allow it to be an optional local decision to avoid negative consequences to many municipalities.

FURTHER THAT this resolution be circulated to the Minister of Municipal Affairs, the Critics for Municipal Affairs, the Association of Municipalities of Ontario, the Federation of Northern Ontario Municipalities, and all municipalities in the Province of Ontario for consideration.

<input checked="" type="checkbox"/>	CARRIED
<input type="checkbox"/>	DEFEATED
<input type="checkbox"/>	DEFERRED

Signature of Presiding Officer:

DIVISION VOTE

Position	Name	Yeas	Nays
Councillor	Chauncey Corley	Certified to be a true copy from the Corporation of the Municipality of Charlton and Dack, passed in Council on the <u>24</u> day of <u>October</u> , 20 <u>16</u> .	
Councillor	Jim Huff		
Councillor	Debbie Veerman		
Councillor	Clem Yantha		
Reeve	Merrill Bond		

Dan Thibeault, Clerk Treasurer CAO
Municipality of Charlton and Dack

DECLARATION OF CONFLICT OF INTEREST

declared their interest, abstained from the discussion and did not vote on the question.



TOWNSHIP OF ZORRA

274620 27th Line, PO Box 306, Ingersoll, ON, N5C 3K5
Ph. (519) 485-2490 · 1-888-699-3868 · Fax: (519) 485-2520

October 21, 2016

Honourable Kathleen Wynne, Premier of Ontario
Legislative Building - Room 281
Queen's Park
Toronto, ON M7A 1A1

Dear Premier Wynne:

Re: Accommodation Review Process

Please be advised the Council of the Township of Zorra passed the following resolution at its October 18, 2016, regular meeting:

"WHEREAS the current Accommodation Review process is not reflective of the reality of rural school and community life;

AND WHEREAS school closures impact single-school small rural communities in all educational, social and economic aspects to a far greater degree than those impacts in multi-school urban communities;

BE IT RESOLVED, That the Municipality of the Township of Zorra requests the Minister of Education initiate an immediate moratorium on the Accommodation Review Process until such time as a review of the above mentioned impacts on small rural communities be studied, completed and the results and recommendations be considered;

AND THAT this resolution be circulated to Premier Kathleen Wynne, MPP Bill Walker, Minister of Infrastructure, Bluewater District School Board, Bruce-Grey Catholic District School Board, Community School Alliance, County of Grey, County of Bruce, People for Education, and all municipalities in Ontario."

Disposition: Carried

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

Yours truly,

Donald W. MacLeod

Chief Administrative Officer

Internet: www.zorra.on.ca

Email: zorra@zorra.on.ca

INFORMATION REPORT

REPORT TO: COUNCIL

MEETING DATE: November 7, 2016

SUBJECT: Report on 2016 Fire Prevention Week Activities

PREPARED BY: Acting Fire Chief Dave Robertson

During the month of October, the South Glengarry Fire Service visited close to 400 residences, 6 schools and 4 assisted living facilities. The aim was to promote fire prevention and verify the presence of both smoke alarms and carbon monoxide detectors (if required), as required by law.

Of the 400 residences visited, we met with over 360 home owners or tenants and left information flyers with the remainder.

At the visited sites:

- Less than 25 were missing the required alarms or detectors. Most of the missing were for carbon monoxide and we will continue to advise residents of the new requirements.
- Only 5 had alarms beyond the 10 year lifespan as required by the manufacturers
- These locations were given temporary loaner alarms.

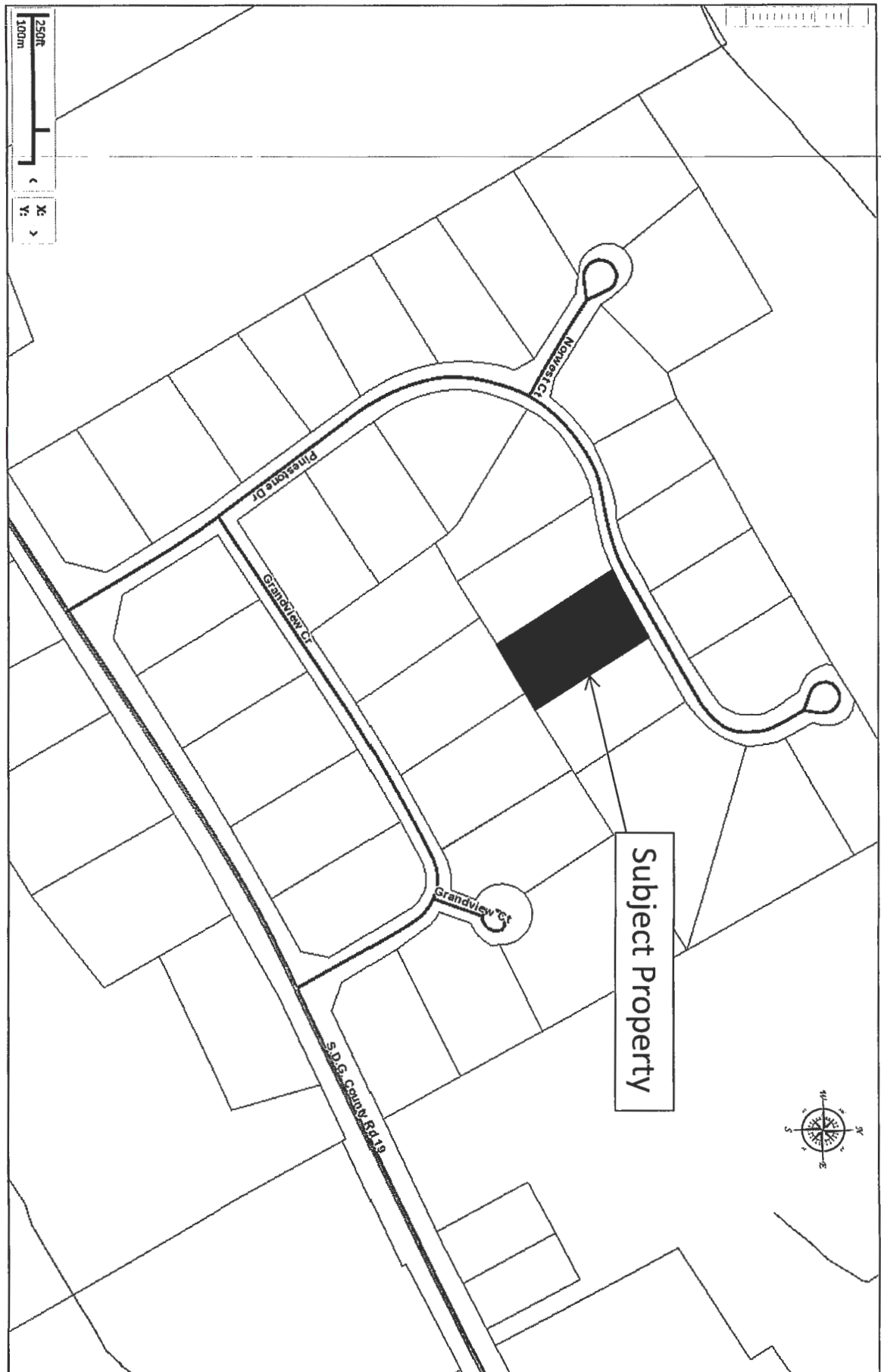
The Fire Service will continue to promote fire safety and ensure that all residents are aware of their requirements to have working smoke alarms on all levels of their homes and at least one carbon monoxide detector in homes that have a fuel burning appliance.

I would like to thank our many members who participated in these events.

Respectfully submitted by:

Date:

TITLE:



A-16-16

**NOTICE OF PUBLIC HEARING
OF APPLICATION FOR MINOR VARIANCE FROM BY-LAW
(The Planning Act, R.S.O. 1990, Section 45)**

TAKE NOTICE that an application has been filed by Ian MacDonald, Agent for Katharine and Russell Perry for a minor variance from the provisions of Zoning By-law 38-09 of the Township of South Glengarry, as amended, (being a by-law respecting the use of land and the use and location of buildings) for the property described as lot 15, Registered Plan No. 159, also known as 5633 Pine Stone Drive, in the former Township of Charlottenburgh, now in the Township of South Glengarry.

The applicant is requesting relief from Part 3.1 (5) of the Zoning By-law 38-09 to increase the maximum area of a proposed residential garage from 100 square meters to 129.96 square meters.

FURTHER TAKE NOTICE that the Committee of Adjustment will hold a public meeting on **Tuesday, November 1, 2016 at 5:00 p.m.** for the purpose of a public hearing into this matter, to be held in the municipal office at 6 Oak Street, Lancaster, Ontario.

THIS NOTICE IS SENT TO YOU BECAUSE YOU ARE AN ASSESSED OWNER OF LAND NEAR THE SUBJECT PROPERTY, OR AN INTERESTED PARTY. YOU ARE NOT COMPELLED TO ATTEND, HOWEVER, THE APPLICANT OR HIS AGENT MUST BE PRESENT AT THE HEARING.

You are entitled to attend this public hearing in person to express your views about this application or you may be represented by counsel for that purpose.

A copy of the decision of the Committee of Adjustment will be sent to the applicant and to each person who appeared in person or by counsel at the hearing and who filed with the Secretary-Treasurer a written request for notice of the decision:

"If the party notified does not attend at the hearing, the public hearing may proceed in their absence and they will not be entitled to any further notice in the proceedings."

Dated: October 17, 2016



A-17-16

**NOTICE OF PUBLIC HEARING
OF APPLICATION FOR MINOR VARIANCE FROM BY-LAW
(The Planning Act, R.S.O. 1990, Section 45)**

TAKE NOTICE that an application has been filed by Kathleen Horsfall, Agent for the St. Andrew's Presbyterian Church for a minor variance from the provisions of Zoning By-law 38-09 of the Township of South Glengarry, as amended, (being a by-law respecting the use of land and the use and location of buildings) for the property described as Part of lot 38, Concession 1, Lots 82 and 97, Registered Plan No. 15 also known as 20393 Church Street, in the former Township of Lancaster, now in the Township of South Glengarry.

The applicant is requesting relief from Part 6.2 and 3.1 (4) of the Zoning By-law 38-09 to reduce the minimum lot frontage from 15 meters to 3.65 meters and to reduce the interior side yard setback from 1.2 meters to 0.0030 meters for an existing accessory structure.

FURTHER TAKE NOTICE that the Committee of Adjustment will hold a public meeting on **Tuesday, November 1, 2016 at 5:00 p.m.** for the purpose of a public hearing into this matter, to be held in the municipal office at 6 Oak Street, Lancaster, Ontario.

THIS NOTICE IS SENT TO YOU BECAUSE YOU ARE AN ASSESSED OWNER OF LAND NEAR THE SUBJECT PROPERTY, OR AN INTERESTED PARTY. YOU ARE NOT COMPELLED TO ATTEND, HOWEVER, THE APPLICANT OR HIS AGENT MUST BE PRESENT AT THE HEARING.

You are entitled to attend this public hearing in person to express your views about this application or you may be represented by counsel for that purpose.

A copy of the decision of the Committee of Adjustment will be sent to the applicant and to each person who appeared in person or by counsel at the hearing and who filed with the Secretary-Treasurer a written request for notice of the decision:

"If the party notified does not attend at the hearing, the public hearing may proceed in their absence and they will not be entitled to any further notice in the proceedings."

INFORMATION REPORT

REPORT TO: Council of South Glengarry

MEETING DATE: November 7, 2016

SUBJECT: 26-Oct-2016 Building & Planning Open House & Info Session

PREPARED BY: Kevin Lalonde, Director of Development & Chief Building Official



In an effort to improve communication between the Municipality, the public, contractors, architects, professional engineers, designers, etc., provide information about the building permit process and make people aware of changes to the Building Code and Municipal By-Laws, the Planning & Building Department host Spring and Fall Open House & Information Sessions.

On October 26, 2016 the Planning & Building Departments hosted an Open House & Information Session in Council Chambers. This session was advertised on the Township website, the Township Newsletter, local newspapers and invitations were sent by email to approximately 50 individual contacts, not counting Council and staff.

The session was open to the public, contractors, architects, professional engineers, designers, etc. The primary purpose of the session was to provide information about the Ontario Building Code and changes to the Code that come into force on January 1st, 2017 regarding energy efficiency requirements for housing. Information was also provided about the Township's Permit Application & Information Packages and some common deficiencies with permit applications. Township staff also answered a variety of questions from those in attendance. In addition to Township staff, 6 people attended the Open House. Those in attendance included 1 Professional Engineer, 1 Inspector from a neighbouring municipality, 1 local window supplier and the balance of attendees from the general public.

Spring and Fall Open Houses will continue to be scheduled in an effort to provide information about the building permit application process, Building Code, applicable Municipal By-Laws and other approvals pertinent to construction and development in the Township.

SG-M-16

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY
BY-LAW No. 77-16
FOR THE YEAR 2016**

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

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

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

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

1. **THAT** the action of the Council at its regular meeting of November 7, 2016 in respect to each motion passed and taken by the Council at its meetings, is hereby adopted, ratified and confirmed, as if each resolution or other action was adopted, ratified and confirmed by its separate by-law; and;
2. **THAT** the Mayor and the proper officers of the Township of South Glengarry are hereby authorized and directed to do all things necessary to give effect to the said action, or to obtain approvals where required, and except where otherwise provided, The Mayor and the Clerk are hereby directed to execute all documents necessary in that behalf and to affix the corporate seal of the Township to all such documents.
3. **THAT** if due to the inclusion of a particular resolution or resolutions this By-law would be deemed invalid by a court of competent jurisdiction then Section 1 to this By-law shall be deemed to apply to all motions passed except those that would make this By-law invalid.
4. **THAT** where a “Confirming By-law” conflicts with other by-laws the other by-laws shall take precedence. Where a “Confirming By-law” conflicts with another “Confirming By-law” the most recent by-law shall take precedence.

***READ A FIRST, SECOND AND THIRD TIME, PASSED, SIGNED AND
SEALED IN OPEN COUNCIL THIS 7th DAY OF NOVEMBER 2016.***

MAYOR: **CLERK:**