

**TOWNSHIP OF SOUTH GLENGARRY
REGULAR MEETING OF COUNCIL
AGENDA**

Monday, May 16, 2022, 7:00 PM
Tartan Hall - Char-Lan Recreation Centre
19740 John Street, Williamstown

	Pages
1. CALL TO ORDER	
2. O CANADA	
3. APPROVAL OF AGENDA	
Additions, Deletions or Amendments	
All matters listed under For Information Only, are considered to be routine and will be enacted by one motion. Should a Council member wish an alternative action from the proposed recommendation, the Council member shall request that this matter be moved to the appropriate section at this time.	
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8.	CLOSED SESSION	
	BE IT RESOLVED that Council convene to Closed Session to discuss the following item 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 discussed is:	
	(d) labour relations or employee negotiations	
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**TOWNSHIP OF SOUTH GLENGARRY
REGULAR MEETING MINUTES**

**May 2, 2022, 7:00 p.m.
Tartan Hall - Char-Lan Recreation Centre
19740 John Street, Williamstown**

PRESENT: Mayor Lyle Warden, Deputy Mayor Stephanie Jaworski, Councillor Martin Lang, Councillor Sam McDonell, and Councillor Rebecca Luck.

STAFF
PRESENT: CAO Tim Mills, GM Corporate Services/Clerk Kelli Campeau, GM Infrastructure Sarah McDonald, GM Parks, Recreation and Culture Sherry-Lynn Servage, Treasurer Michael Hudson, Deputy Clerk Crystal LeBrun and Executive Assistant/Communications Coordinator Michelle O'Shaughnessy

1. CALL TO ORDER

Resolution No. 130-2022

Moved by Councillor Lang
Seconded by Councillor McDonell

BE IT RESOLVED THAT the May 2, 2022 Council Meeting of the Township of South Glengarry now be opened at 7:04 pm

CARRIED

2. O CANADA

3. APPROVAL OF AGENDA

Resolution No. 131-2022

Moved by Councillor McDonell
Seconded by Councillor Luck

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

CARRIED

4. DECLARATION OF PECUNIARY INTEREST

5. APPROVAL OF MINUTES

5.1 Previous Meeting Minutes - April 18, 2022

Resolution No. 132-2022

Moved by Councillor Luck
Seconded by Deputy Mayor Jaworski

BE IT RESOLVED THAT the Minutes of the April 18, 2022 Regular Council Meeting, including the Closed Session Minutes, be adopted as circulated.

CARRIED

6. PRESENTATIONS AND DELEGATIONS

6.1 Camp BGC Williamstown - Deborah Locke

Deborah Locke provided Council with an overview of the 2021 Summer Camp Program and 2022 March Break Camps and provided details of the upcoming 2022 Summer Program. Ms. Locke further advised Council that there is opportunity to expand the program in 2023.

6.2 Glengarry County Housing Report - Juliette Labossiere

Juliette Labossiere, Executive Director of the Untied Way, provided Council with an overview of the current status and challenges related to affordable housing in Glengarry County.

7. NEW BUSINESS

7.1 Staff Reports

7.1.a Delegation of Authority - Lane Duck Restrictions (K. Campeau)

Resolution No. 133-2022

Moved by Deputy Mayor Jaworski
Seconded by Councillor Lang

BE IT RESOLVED THAT Staff Report 57-2022 be received and that By-law 31-2022, being a by-law to delegate authority for restricted acts after Nomination Day be read a first, second and third time, passed signed and sealed in open council this 2nd day of May 2022.

CARRIED

7.1.b RFP 17-2022 Services Delivery and Processes Review (K. Campeau)

Resolution No. 134-2022

Moved by Councillor Lang
Seconded by Councillor McDonell

BE IT RESOLVED THAT Staff Report 58-2022 be received and that RFP 17-2022 for consulting services related to service delivery and processes review be awarded to KPMG LLP as per their submission of \$109,943 plus HST and furthermore that the Mayor and Clerk be authorized to sign all applicable documents.

CARRIED

7.1.c Roads Fleet – Advance 2023 Tandem Purchase (S. McDonald)

Resolution No. 135-2022

Moved by Councillor McDonell
Seconded by Councillor Luck

BE IT RESOLVED THAT Staff Report 60-2022 be received and that Council authorize Administration to proceed with a Request for Procurement for the purchase of one tandem truck, complete with box and plow harness.

CARRIED

7.2 Other Business

7.2.a Draft Procedural By-law (K. Campeau)

7.2.b Proclamation - Emergency Preparedness Week (K. Campeau)

Resolution No. 136-2022

Moved by Councillor McDonell

Seconded by Councillor Lang

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

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

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

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

NOW THEREFORE, I, Mayor Lyle Warden, do hereby proclaim the week of May 1- 7, 2022 as **EMERGENCY PREPAREDNESS WEEK** in the Township of South Glengarry and encourage all citizens to begin today and learn how to prepare now for a safer tomorrow.

CARRIED

Resolution No. 137-2022

Moved by Councillor Lang

Seconded by Councillor Luck

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

CARRIED

7.3 Committee Reports

7.3.a SDG County Council Draft Minutes - April 19, 2022

7.4 For Information Only

7.4.a OMWA Webinar (The Great Resignation)

7.4.b North Lancaster Landfill (2021 Annual Report)

- 7.4.c Notice - Second Line Road Bridge Rehabilitation
- 7.4.d Ministry of the Solicitor General - Fire Certification
- 7.4.e Letter - Multi-Municipal Wind Turbine Working Group
- 7.4.f Endorsement Resolution - Abandoned Cemeteries (Township of Front of Yonge)
- 7.4.g Resolution - Build it Right the First Time (Town of Halton Hills)
- 7.4.h Resolution - New Home Tax Rebate Program (Town of South Bruce Peninsula)

8. CLOSED SESSION

Resolution No. 138-2022

Moved by Councillor Luck

Seconded by Deputy Mayor Jaworski

BE IT RESOLVED THAT Council convene to Closed Session at 8:04 pm 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 discussed is;

(c) a proposed or pending acquisition or disposition of land

Specifically: potential disposition

(d) labour relations or employee negotiations

Specifically: Staff Report 61-2022

(f) advice that is subject to solicitor-client privilege

Specifically: legal advice

CARRIED

Resolution No. 139-2022

Moved by Deputy Mayor Jaworski

Seconded by Councillor McDonell

BE IT RESOLVED THAT Council rise and reconvene at 9:39 pm into open session without reporting.

CARRIED

Resolution No. 140-2022

Moved by Councillor McDonell

Seconded by Councillor Lang

BE IT RESOLVED THAT Council direct Administration to carry out all actions as specified in the Closed Session minutes.

CARRIED

9. CONFIRMING BY-LAW

9.1 Confirming By-law 32-2022

Resolution No. 141-2022

Moved by Councillor Lang
Seconded by Councillor Luck

BE IT RESOLVED THAT By-law 32-2022 to adopt, confirm and ratify all matters dealt with by resolution be read a first, second and third time, passed, signed and sealed in open council this 2nd day of May, 2022.

CARRIED

10. ADJOURNMENT

Resolution No. 142-2022

Moved by Councillor Luck
Seconded by Deputy Mayor Jaworski

BE IT RESOLVED THAT the Council of the Township of South Glengarry adjourn to the call of the chair at 9:40 pm.

CARRIED

Mayor

Clerk

TOWNSHIP OF SOUTH GLENGARRY

REGULAR MEETING MINUTES

May 2, 2022, 6:00 p.m.

Tartan Hall - Char-Lan Recreation Centre

19740 John Street, Williamstown

PRESENT: Mayor Lyle Warden, Deputy Mayor Stephanie Jaworski, Councillor Martin Lang, Councillor Sam McDonell and Councillor Rebecca Luck.

STAFF PRESENT: CAO Tim Mills, GM Corporate Services/Clerk Kelli Campeau, Chief Building Official/Director of Development Chris Raabe, Deputy Clerk Crystal LeBrun, and Executive Assistant/Communications Coordinator Michelle O'Shaughnessy.

1. CALL TO ORDER

Moved by: Councillor McDonell

Seconded by: Councillor Luck

That the meeting be opened at 6:15 pm.

Carried

2. APPROVAL OF AGENDA

Moved by: Councillor Luck

Seconded by: Councillor McDonell

That the agenda be adopted as circulated.

Carried

3. DECLARATION OF PECUNIARY INTEREST

4. NEW BUSINESS

4.1 Proposed Building Permit Fees

CBO Raabe provided an overview of the proposed Building By-law and revised fee schedule. No members of the public attended the meeting. There were no questions of Council.

5. ADJOURNMENT

Moved by: Councillor Luck

Seconded by: Councillor Lang

That the meeting be adjourned.

Carried

Mayor

Clerk



STAFF REPORT

S.R. No. 62-2022

PREPARED BY: Kelli Campeau, GM Corporate Services/Clerk

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: May 16, 2022

SUBJECT: Procedural By-law – First and Second Reading

BACKGROUND:

1. Section 238 Of the Municipal Act provides that every municipality must pass a procedure by-law to govern the calling, place, and proceedings of meetings. The Township's current procedural by-law was passed in 2016.
2. It is a best practice to review and update the Procedural By-law at least once per Council term.
3. At the May 2nd, 2022, Council meeting, Council received an Information Report which contained a draft revised procedural by-law. The proposed amendments and additions to the new by-law were reviewed with Council and no further changes/recommendations were requested.

ANALYSIS:

4. The draft by-law, attached to this report, is before Council this evening for a first and second reading.
5. Subject to any additional requested changes, the by-law will be presented to Council for a third and final reading at the June 6th, 2022 Council meeting.

IMPACT ON 2022 BUDGET:

N/A

ALIGNMENT WITH STRATEGIC PLAN:

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

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 62-2022 be received and that By-law 33-2022, being a by-law to govern the calling, place and proceedings of Council, be read a first and second time this 16th day of May.

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

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLEGNARRY
BY-LAW 33-2022
FOR THE YEAR 2022**

***BEING A BY-LAW TO GOVERN THE CALLING, PLACE AND PROCEEDINGS
OF COUNCIL.***

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

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

AND WHEREAS the *Municipal Act, 2001*, c.25 S. 238 (2) provides that every municipality and local board shall pass a procedure by-law for governing the calling, place and proceedings of meetings.

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

1. **THAT** this by-law be known as the “Procedural By-law”.
2. **THAT** the rules and regulations contained in this by-law as set out in Schedule A attached hereto shall form part of this by-law.
3. **THAT** By-laws 59-16 and 47-2020 are hereby repealed.

READ A FIRST AND SECOND TIME THIS 16TH DAY OF MAY, 2022.

***READ A THIRD AND FINAL TIME, PASSED, SIGNED AND SEALED THIS 6TH
DAY OF JUNE, 2022***

MAYOR

CLERK

1. DEFINITIONS

- 1.1. **Act** means the Municipal Act, 2001, c.25 as amended or replaced from time to time.
- 1.2. **Acting Mayor** means the Deputy Mayor or another designate who shall act as the presiding officer in the absence of the Mayor.
- 1.3. **Ad Hoc Committee** means a committee created by Council with a defined objective and dissolved after completion of the task or objective.
- 1.4. **By-law** means an enactment approved by Council, passed for the purpose of exercising a power or to give effect to the decisions or proceedings of Council.
- 1.5. **CAO** means the Chief Administrative Officer of the Township as appointed by Council.
- 1.6. **Chair** means the presiding officer of a meeting.
- 1.7. **Clerk** means the Clerk of the Township, or their designate, as appointed by Council.
- 1.8. **Closed Meeting** means a meeting or part of a meeting that is closed to the public in accordance with the Municipal Act.
- 1.9. **Committee** means any advisory committee, sub committee, or similar entity composed of members appointed by Council.
- 1.10. **Committee of the Whole** means a meeting of the membership of Council sitting in a deliberative rather than legislative capacity for informal debate and preliminary consideration of matters awaiting legislative action.
- 1.11. **Confirming By-law** means a by-law passed at the conclusion of Council meetings, confirming the actions of Council taken at that meeting in respect of each resolution and other actions taken, so that every decision of Council at that meeting shall have the same force and effect as if each and every one of them had been the subject-matter of a separately enacted by-law.
- 1.12. **Consent Agenda** means a listing of consent items being presented to Council for approval without debate and with no delegation or presentation, formally referred to as items "For Information Only".
- 1.13. **Council** means the Township's elected representatives, comprised of one Mayor, one Deputy Mayor and three Councillors.
- 1.14. **Declared Emergency** means any period of time during which an emergency has been declared in all or part of the Township of South Glengarry under Section 4 or 7.0.1. of the Emergency Management and Civil Protection Act.
- 1.15. **Delegate** means any person, group or persons, firm or organization who is neither a Member of Council or an appointed official of the Township and is speaking to the Council or committee.
- 1.16. **Electronic Device** means computers, cell phones, smartphones, personal digital assistants, smartwatches, tablets, voice recorders, cameras or any other similar device.
- 1.17. **Electronic Participation** means a member of Council or Administration who participates remotely in any open or closed Council or committee meeting via electronic means in accordance with this by-law.

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- 1.18. **Local Newspaper** means any newspaper with circulation at least once per week within the boundaries of the Township of South Glengarry.
- 1.19. **Majority** means, for the purpose of voting, unless otherwise specified, more than half of the members of Council or committee present at the vote and not prohibited by statute from voting.
- 1.20. **Mayor** means the head of Council.
- 1.21. **Meeting** means any regular or special Council or committee meeting when a quorum is present as defined in the Act and includes meetings where some or all Members are attending via electronic participation.
- 1.22. **Member** means, according to the circumstances, a member of Council, including the Mayor, or a member of a committee, including the Chair.
- 1.23. **Motion** means a proposal, moved by a member and seconded by another member, for the consideration of Council or a committee.
- 1.24. **Notice of Motion** means a written notice, given by a member, advising Council that the motion described therein will be brought forward at a subsequent meeting.
- 1.25. **Open Meeting** means a meeting which is open to the public.
- 1.26. **Pecuniary Interest** means a pecuniary or conflict of interest, direct or indirect, in any matter as prescribed by the Municipal Conflict of Interest Act.
- 1.27. **Quorum** means a majority of the members.
- 1.28. **Recording Device** means any device used for the purpose of recording whether it be analogue, digital or other means of recording, including but not limited to computers, cell phones, smartphones, tablets, voice recorders, cameras or any other similar device.
- 1.29. **Resolution** means a motion that has carried.
- 1.30. **Rules of Procedure** means the rules and procedures as set out by this by-law.
- 1.31. **Regular Meeting** means a meeting of Council held at the times and dates specified in this by-law and approved by Council as part of an annual calendar.
- 1.32. **Social Media** means official social media pages created and managed by Township Administration, including but not limited to Facebook, Twitter, Instagram, TikTok, etc.
- 1.33. **Special Meeting** means a separate meeting of Council held at a time different than a regular meeting as approved by Council and which is focused on one or more particular and specific items or subjects.
- 1.34. **Standing Committee** means a committee established by Council for the purpose of providing ongoing advice and/or recommendations on specifically mandated subjects as determined by the Committee Terms of Reference.
- 1.35. **Township** means the Township of South Glengarry.
- 1.36. **Website** means the Township of South Glengarry Corporate website.

2. PURPOSE

- 2.1. The rules and regulations contained in this by-law shall be observed in all proceedings of Council and shall be the rules and regulations for the order and dispatch of business in Council and Committee meetings, provided that the rules and regulations contained herein are not suspended by a simple majority vote of the members of Council or Committee present at the meeting.
- 2.2. This by-law sets out processes that will ensure the Township governs itself in a manner that is open and transparent.
- 2.3. In the event of a conflict between the provisions of this by-law and the Act, or any other legislation, the provisions of the legislation shall prevail.

3. SUSPENSION OF RULES

- 3.1. Any procedure required by this by-law may be suspended with the consent of a majority of the members present, except where such suspension would contravene the provisions of any statute law or regulation.
- 3.2. A suspension shall only apply to the procedure(s) or rule(s) which are stated within the motion to suspend and only during the meeting in which such motion was introduced.
- 3.3. The following rules and procedures cannot be suspended:
 - 3.3.1. Restriction to add other business in special meetings; and
 - 3.3.2. Majority of members for quorum

4. CONDUCT AT MEETINGS

Council and Committee Members:

- 4.1. Members of Council shall govern themselves according to the Council Code of Conduct and Staff-Council Relations Policy.
- 4.2. The Mayor or Chair shall preserve order and rule on points of order and privilege.
- 4.3. A member who desires to speak on any motion before Council shall upon recognition, respectfully address the Chair. Discussion shall be confined to the subject matter.
- 4.4. No member shall, without leave of the Council or committee:
 - 4.4.1. Use offensive words or un-parliamentary language in or against Council or against any member, staff or guest;
 - 4.4.2. Speak disrespectfully of the reigning sovereign or of any member of the Royal Family or of the Governor General, the Lieutenant Governor of any Province or any Member of the Senate, the House of Commons of Canada, or the Legislative Assembly of the Province of Ontario.
 - 4.4.3. Disturb another member, staff, or guests by any disorderly conduct disconcerting to the speaker or the assembly.
 - 4.4.4. Speak on any subject other than the subject in debate or criticize any decision of Council, except for the purpose of moving that the motion be

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reconsidered.

4.4.5. Leave his or her seat or make any noise or disturbance while a vote is being taken or until the result is declared.

4.4.6. Interrupt the member who has the floor, except to raise a point of order.

4.4.7. Persist in any such disobedience after having been called to order by the Chair. If a member persists in such disobedience after having been called to order, the member may be ordered by the Mayor or Chair to leave his or her seat for the meeting. In the event that a member refuses to vacate their seat, the Mayor or Chair may request that the member be removed by the Clerk and/or staff as required. In case of an adequate apology being made by the member, they may, by way of majority vote of the members present, be permitted to take their seat.

4.5. Each member shall place any electronic devices on an inaudible setting during any open or closed meeting.

4.6. No member shall use an electronic device or recording device to broadcast, record or otherwise publish or distribute audio or video of any open or closed meeting, nor photographs of any closed meeting.

Conduct of Staff, Public and Delegations:

4.7. Members of staff, the public and delegations in attendance at a meeting shall not:

4.7.1. Address Council or the committee without permission.

4.7.2. Engage in any activity or behaviour or make any audible noises that could affect the Council or committee deliberations, including clapping, shouting or any other form of disorderly conduct.

4.7.3. Hand out any brochures, pamphlets, buttons or literature in the Council Chambers without prior approval of the Chair.

4.8. No person shall make detrimental comments, or speak ill of, or malign the integrity of staff, the public, the Mayor, members of Council or members of committees.

4.9. If a person persists with inappropriate behaviour after having been called to order by the Mayor or Chair, the person(s) may be ordered by the Mayor or Chair to leave the meeting. In the event that any person refuses to leave when ordered to do so, the Mayor or Chair may request that the person(s) be removed by the Clerk and/or staff as required, and the police may be called for assistance as necessary.

5. MEETINGS – LOCATION, TIME AND NOTICE

5.1. Meetings of Council shall be held at Council Chambers located in Tartan Hall at 19740 John Street, Williamstown, Ontario or another location at the discretion of the Mayor.

5.2. The inaugural meeting of a newly elected Council shall take place on the first Monday of the term of Council as prescribed by the *Municipal Elections Act, 1996* in Council Chambers or at an alternate location as determined by the Clerk.

5.2.1. Each member shall, at the inaugural meeting, make his or her declaration of office and sign Council's Code of Conduct.

SCHEDULE 'A' TO BY-LAW 27-2022

5.2.2. Council shall not proceed with any regular business at this meeting.

5.3. The next and each succeeding Regular Meeting of Council shall be held on the first and third Monday of each month beginning at 7:00 pm in accordance with the scheduled list of Meetings prepared by the Clerk and approved by resolution of Council, unless Council, by resolution, directs otherwise, in which case public notice of forty-eight (48) hours shall be posted on the Township's website and social media advising of the date, time and location or cancellation of a meeting.

5.4. In the event a Regular Meeting date falls on a statutory holiday, the Council or committee shall meet on the next day not being a public holiday at the same time.

5.5. Notwithstanding Section 5.3, there will only be one Regular Meeting during the months of January and August.

5.6. Notice to the public of all Regular and Special Meetings of Council must be provided by posting the Agenda on the Township website no less than forty-eight hours (48) prior to the commencement of the meeting.

5.7. The meeting agenda shall include the date, time, and location of the meeting.

5.8. Council or committee meetings may be held electronically, at the discretion of the Mayor or Chair in consultation with the Clerk. If a meeting has been previously scheduled to be held in-person, notice the electronic meeting shall be sent to all members and relevant staff and shall be posted on the Township website as soon as is practicable.

5.9. When a meeting is to be held electronically, notice shall be provided advising members of the public as to how they can attend by posting such information to the Township's website.

5.10. Sections 5.8 and 5.9 shall not apply to meetings subject to the rules and provisions of the Statutory Powers Procedure Act or any other legislation which prescribes timelines related to meeting notice (such as hearings related to Planning matters).

5.11. The CAO or Clerk, in consultation with the Mayor, has the authority to cancel any regular meeting if it is determined there is not sufficient business to be conducted, provided notification has been given at a prior meeting or within forty-eight (48) hours (not including weekends or holidays) of the meeting.

5.12. Notice of a meeting cancellation shall be sent to all Council members and members of staff who regularly attend meetings.

5.13. The CAO or Clerk, in consultation with the Mayor, also have the authority to cancel any meeting or change the location of any meeting of Council due to inclement weather conditions or for matters related to public health and safety, provided sufficient notice is given.

5.14. Section 5.6 shall not apply to emergency meetings called under Section 6.4. The Clerk shall give public notice for emergency meetings called under Section 6.4 by inclusion on the Township's website as soon as possible after the meeting is called.

6. RECORDING AND LIVESTREAMING OF MEETINGS

6.1. All meetings with a quorum of members may be audio and/or visually recorded by the Township, with the exception of meetings closed to the public in accordance with the Act.

SCHEDULE 'A' TO BY-LAW 27-2022

6.2. Regular and Special meetings of Council may be livestreamed to an online platform (i.e. YouTube) which must be accessible to members of the general public.

6.3. In the event of a connection/service interruption, the Chair may recess the meeting for up to 15 minutes.

6.4. Technical issues that prevent access of the general public to a meeting lasting longer than 15 minutes shall result in the adjournment and rescheduling of said meeting.

7. QUORUM AND CURFEW

7.1. If no quorum is present twenty (20) minutes after the time appointed for a meeting, the Council or committee shall stand adjourned until the next meeting date.

7.2. In the absence of the Mayor, the Deputy Mayor shall preside until the arrival of the Mayor.

7.3. In the absence of the Mayor and Deputy Mayor, the Clerk shall call the members to order and the Council shall choose a chair from the members present.

7.4. For committee meetings, in the absence of the Chair, the staff resource shall call the members to order and the committee shall choose a Chair from the members present.

7.5. If at any time during a meeting quorum is lost, the meeting shall automatically be recessed until a quorum is re-established. If the loss of quorum continues for thirty minutes, the meeting shall be adjourned. This clause shall also apply if quorum is lost during an electronic meeting.

7.6. Unless otherwise ordered by resolution passed by a majority of members present, Council shall be adjourned at 11:00 pm.

8. CLOSED MEETINGS

8.1. All meetings of Council and committees shall be open to the public.

8.2. Notwithstanding Section 8.1, a meeting may be closed to the public in accordance with the provisions of the Municipal Act.

8.3. A closed meeting may be scheduled within a regular or special meeting of Council.

8.4. Prior to holding a closed meeting, Council or the committee shall state by resolution in an open meeting that a closed meeting shall be held, the subject matter and the permitted closed meeting exemption to be applied.

8.5. The Clerk or their designate shall attend all closed meetings and record the proceedings, including procedural motions and direction given to staff, without note or comment.

8.6. The Mayor or Chair shall report out in an open meeting immediately following the closed meeting.

9. MOTIONS

- 9.1. The actions and decisions of Council shall be presented and decided upon by way of motions or resolutions, duly introduced, seconded, debated and voted upon.
- 9.2. All motions must be formally seconded before they can be considered or be recorded in the minutes.
- 9.3. All motions presented to Council in writing or orally shall be stated by the presiding officer before debate.
- 9.4. A resolution, by-law or any question or matter that has previously been adopted by Council may be reconsidered subject to the following:
 - 9.4.1. A notice of motion for reconsideration must be supported by a simple majority vote of the members of council present at the meeting before the matter to be reconsidered can be debated.
 - 9.4.2. A vote to reconsider shall not be considered more than once in any twelve-month period.
 - 9.4.3. A motion passed or debated at a meeting of Council shall not be reconsidered at the same meeting without consent of the majority of its members.
 - 9.4.4. These rules do not apply when a motion pertains to a decision of a previous council.
- 9.5. A motion to amend the main motion:
 - 9.5.1. Is open to debate;
 - 9.5.2. Shall not propose a direct negative to the main motion;
 - 9.5.3. Shall be relevant to the main motion;
- 9.6. A "Friendly Amendment" may be allowed by the Mayor or Chair as an amendment to a motion under debate that is perceived by all members present as an enhancement to the original motion, often only as a clarification of the motion's intent.
- 9.7. A motion may be deferred by a majority vote of the members present.
- 9.8. Once a motion has been put to a vote, there shall be no further discussion or debate.
- 9.9. A motion may be voted against by the mover and seconder.

10. VOTING

- 10.1. The Mayor or Chair, except where said individual is disqualified to vote by reason of pecuniary interest, may vote with the other members on all questions.
- 10.2. Any question on which there is an equality of votes shall be deemed to be negative.
- 10.3. If a member disagrees with the announcement of the results of the vote by the Chair, he/she may object immediately to the declaration and require that the members be polled individually.

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- 10.4. Voting shall be done by a show of hands unless there has been a request for a recorded vote or unless a recorded vote is required by the Municipal Act. Where a vote is taken for any purpose, a member may request immediately prior or immediately subsequent to the taking of the vote, that the vote be recorded.
- 10.5. With respect to recorded votes, the Clerk shall ask each member present, except where a member is disqualified to vote by reason of pecuniary interest, to state whether they are in favour or opposed to the motion and shall record each member's vote in the meeting minutes.
- 10.6. On any vote, any member, except for a member who is disqualified from voting under any Act, who does not vote in favour or in opposition, shall be deemed to have voted in the negative.

11. RULES OF DEBATE

- 11.1. Every member, prior to speaking, shall be recognized by the presiding officer. Every member present at a meeting when a question is put forth shall vote unless prohibited by statute.
- 11.2. When the presiding officer calls for the vote on a question, each member shall occupy their seat and shall remain in their place until the result of the vote has been declared by the presiding officer. During such time, no member shall speak to any other member or make any noise or disturbance.
- 11.3. When a member is speaking, no other member shall pass between him/her and the presiding officer or interrupt him/her except to raise a point of order.
- 11.4. Any member may require the question or motion under discussion to be read at any time during the debate, but not so as to interrupt a member while speaking.
- 11.5. Unless otherwise authorized by the head of council, all members staff and guests shall address Council through the presiding officer and only when recognized to do so.
- 11.6. When two or more members seek to address Council, the head of Council shall designate the member who may speak first.

12. POINTS OF ORDER OR PRIVILEGE

- 12.1. A point of order may be raised if the rules appear to have been breached or broken. This may interrupt a member during debate, or anything else if the breach of the rules warrants it. The point must be resolved before business continues.
- 12.2. A member may raise a point of privilege at any time if they consider that their integrity or the integrity of Council as a whole, a committee as a whole, or staff member has been impugned.
- 12.3. Where the Mayor or Chair considers that the integrity of any Township employee has been impugned or questioned, the Mayor or Chair may permit staff to make a statement to Council or the committee.

13. REGULAR COUNCIL MEETINGS

- 13.1. The rules and procedures contained in sections 4 to 12 shall apply to all regular meetings of Council.

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13.2. Regular Council meeting agendas, including all associated reports and supporting materials, shall be prepared and delivered electronically to members on the Wednesday preceding the meeting. The agenda will be posted to the website on the Friday preceding the scheduled meeting by 12:00 pm.

13.3. The Clerk, in consultation with the Mayor and staff, shall have discretion to prepare for the use of members, an agenda with the following order of business:

- Call to Order
- O Canada
- Disclosure of Pecuniary Interest
- Approval of Agenda
- Approval of Minutes
- Presentations and Delegations
- Action Requests
- By-laws
- Consent Agenda
- Items for Consideration
- Closed Session
- Confirming By-law
- Adjournment

13.4. Approval of Minutes

13.4.1. The Clerk shall present the minutes, without note or comment, of any previous open meetings to Council for adoption.

13.4.2. When the minutes of a Council meeting have been adopted, the Mayor and Clerk shall sign them.

13.4.3. The Clerk shall be authorized to make minor corrections to the minutes due to typographical errors, provided the intent is not changed.

13.5. Presentations and Delegations

13.5.1. In order to appear before Council as a delegation, a proposed delegate must advise the Clerk in writing no later than 12:00 pm on the Monday before the next scheduled meeting date.

13.5.2. Those who request to have an audience with Council must provide a copy of what they intend to present and detail the nature of the matter to be presented and discussed to the Clerk for inclusion on the meeting agenda.

13.5.3. Each delegation shall be limited in speaking to not more than ten (10) minutes. Extensions to this limit will be at the discretion of the presiding officer.

13.5.4. Upon completion of a presentation by a delegation, any dialogue between the members and the delegate shall be limited to members asking questions for clarification and to obtain additional, relevant information only. Members shall not enter into debate with the delegation respecting the presentation.

13.5.5. Council will defer and/or direct a decision or action on information received from a delegation to a subsequent meeting.

13.5.6. Delegations who have previously addressed the present Council on a topic shall not be granted a delegation again, unless they can provide that they have new information.

13.5.7. The Clerk will review delegation requests with the CAO and Mayor. The Mayor has the discretionary authority to accept or refuse the request.

13.6. Action Requests

13.6.1. All action requests presented to Council as part of the agenda will be in a written format (Staff Report) complete with a draft motion and approved by the CAO or designate.

13.7. By-laws

13.7.1. A copy of every proposed by-law shall be included in the Council agenda and be available for any person interested in reviewing.

13.7.2. The Clerk shall be responsible for the correctness of all by-laws should they be amended at a Council meeting.

13.7.3. Every by-law passed by Council shall:

13.7.3.1. Be signed by the Mayor or the presiding officer;

13.7.3.2. Be signed by the Clerk or designate;

13.7.3.3. Be sealed with the Township corporate seal; and

13.7.3.4. Indicate the date of passage

13.7.4. The Clerk shall be authorized to make minor corrections to by-laws due to typographical errors, provided the intent is not changed.

13.8. Consent Agenda

13.8.1. The Council consent agenda (formerly Committee Reports and For Information Only) may consist of the following items:

13.8.1.1. Information Reports

13.8.1.2. Committee Minutes

13.8.1.3. Departmental Updates

13.8.1.4. Correspondence

13.8.2. Members of Council may identify items contained on the consent agenda which they wish to speak to and/or seek action upon. These items shall be extracted from the consent agenda to be dealt with separately under "Items for Consideration".

13.8.3. The balance of items on the consent agenda, which have not been extracted, shall be accepted by a single resolution.

13.9. Items for Consideration

13.9.1. Items for consideration shall consist of the items that have been identified from within the consent agenda.

13.10. Confirming By-law

13.10.1. A by-law to confirm the proceedings and resolutions of Council at the meeting shall be presented at the conclusion of each meeting. Such by-law shall confirm any motion, resolution, and other action passed or taken by Council at the meeting.

14. SPECIAL MEETINGS OF COUNCIL

14.1. In accordance with Section 240 (a) of the Act, the Mayor may at any time call a Special Meeting of Council. The Special Meeting shall be held on the date, time and location as designated for this purpose by the Mayor.

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- 14.2. In accordance with Section 240 (b) of the Act, the Clerk shall call a Special Meeting upon receipt of a petition of the majority of the Members of Council for the purpose and at the time and place mentioned in the petition.
- 14.3. Forty-eight (48) hours notice of all Special Meetings shall be given to each Member by electronic mail to the e-mail address provided by the municipality. Such written notice shall indicate the date, time, place and nature of the business to be considered at the Special Meeting.
- 14.4. The rules and procedures contained in sections 4 to 12 shall apply to all special meetings of Council, with necessary changes.
- 14.5. Notwithstanding the notice requirement set out above, the Mayor may, in the event of a bonafide emergency, call a Special Meeting of Council without giving forty-eight (48) hours notice of the Meeting, provided that the Clerk has diligently attempted to advise all members immediately upon being advised of the intention to hold an emergency meeting. The only business to be dealt with at the meeting shall be respecting that emergency. The Clerk or designate shall make his/her best efforts to provide as much notice as is reasonable under the circumstances.

15. COMMITTEE OF THE WHOLE MEETINGS

- 15.1. A committee of the whole meeting may be called at the discretion of the Mayor or upon receipt of a petition of the majority of the members of Council for the purpose and at the time and place mentioned in the petition or designated by the Mayor.
- 15.2. Committee of the whole meetings shall be held in a deliberative rather than legislative capacity for informal debate and preliminary consideration of matters awaiting legislative action.
- 15.3. The Clerk, in consultation with the Mayor and staff, shall have discretion to prepare for the use of members an agenda for the committee of the whole meeting containing the following:
- Call to Order
 - Disclosure of Pecuniary Interest
 - Delegations
 - Key Information Reports
 - Adjournment
- 15.4. The rules and procedures contained in sections 4 to 12 shall apply to all committee of the whole meetings, with necessary changes.

16. ELECTRONIC PARTICIPATION

- 16.1. Any member of Council may participate in any open or closed meeting electronically and be counted for the purpose of establishing quorum.
- 16.2. Any committee member may participate in any open or closed committee meeting electronically and be counted for the purpose of establishing quorum.
- 16.3. Members are permitted the opportunity to vote when participating electronically unless they have declared a conflict of interest.
- 16.4. Members must provide the Clerk a minimum of 24 hours notice of their intent to participate electronically to ensure the proper technology is enabled, unless extraordinary circumstances, per the Clerk's discretion, apply.

SCHEDULE 'A' TO BY-LAW 27-2022

- 16.5. A member who is participating electronically in a meeting who, for any reason, will no longer be attending the meeting prior to adjournment, shall advise the Chair and Clerk of their absence from the meeting.
- 16.6. Members who have declared a pecuniary interest/conflict of interest regarding a matter being discussed shall turn their camera and microphone off and not participate in any way with respect to the matter in question. A member who has declared a pecuniary interest, conflict of interest may not attend a closed session electronically where the subject matter of their declaration is discussed.
- 16.7. Any member participating electronically may not have any other person present with them when in closed session and they may be asked to demonstrate that they are alone.
- 16.8. Sections 16.1 through 16.7 shall apply to members of committees except where prohibited by legislation.
- 16.9. If the public is not permitted to attend a meeting in person and the livestream fails, the meeting will adjourn and be re-scheduled with notice provided pursuant to Section 6.

17.COMMITTEES OF COUNCIL

- 17.1. Council may appoint Ad Hoc or Standing Committees to consider specific matters and report to Council.
- 17.2. Committees shall be established by by-law and Terms of Reference for a committee shall be presented for approval at the time that the committee is established.
- 17.3. Committees shall report to Council from time to time, as often as the interests of Council may require. All matters connected with the Terms of Reference of the Committee will be considered by the committee and the committee will in turn make recommendations to Council as necessary. All committee recommendations shall be referred to Council for consideration before becoming effective.
- 17.4. Each committee shall, at its first meeting, fix a date and hour for the regular meetings during the year or by call of the Chair and shall elect a Chairperson who shall preside at all meetings of the committee.
- 17.5. Council may, at any time, establish an ad hoc committee to study, evaluate, negotiate, investigate, prepare a special report, or make recommendations for the resolution of a specific matter or issue.
- 17.6. Ad hoc and standing committees shall be established by motion and such motion shall contain the general nature of the issue or issues to be addressed by the committee.
- 17.7. An ad hoc committee shall be automatically dissolved once its work is complete, and recommendations have been reported to Council.
- 17.8. The Mayor shall be an ex officio member of all committees and may attend and participate in committee meetings; however, cannot serve as Chair, does not count towards quorum, and cannot vote when attending a meeting as an ex officio member.
- 17.9. Members of Council shall be appointed by the Mayor, in consultation with Council, to sit on various committees of Council for the term of Council, unless otherwise required by legislation. These appointments will be confirmed at a regular meeting of council.

18. GENERAL RULES

- 18.1. In relation to the proceedings of Council and committees, and for which rules of procedure have not been provided in this by-law, Robert's Rules of Order shall be referenced where practicable.
- 18.2. No amendment or repeal of this by-law or any part thereof shall be considered at any meeting of Council unless notice of the proposed amendment or repeal has been given at a previous regular meeting of Council. The waiving of the notice of this by-law by Council is prohibited.
- 18.3. The provisions of this by-law are severable. If any provision, section or word is held to be invalid or illegal, such invalidity or illegality shall not affect or impair any of the remaining provision, sections, or words of this by-law.
- 18.4. Where the terms of any by-law passed prior to this by-law conflict with this by-law, the terms of this by-law shall prevail.
- 18.5. This by-law shall become effective upon the date of its final passing.



STAFF REPORT

S.R. No. 63-2022

PREPARED BY: Kelli Campeau, GM Corporate Services/Clerk

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: May 16, 2022

SUBJECT: McNairn Drain – Filing of Engineer's Report

BACKGROUND:

1. In October of 2018, Council appointed McIntosh Perry Consulting Engineers Ltd. under Section 78(1) of the Drainage Act to update the necessary engineer reports to legitimize all drainage works completed and required to be completed on the Place St. Laurent Subdivision located on Part of Lot 3, Registered Plan 101.
2. Section 39(1) of the Act indicates that the engineer should file a report within one year of appointment or after the one-year period by resolution of Council.
3. The filing of the report was delayed in order to allow the various phases of the development to proceed and be incorporated into the assessment schedule of the report. Further delays occurred as a result of the COVID-19 pandemic and inability to hold the required public meetings.
4. Council therefore passed a resolution on April 4, 2022 to extend McIntosh Perry's appointment in order for the report to be completed.

ANALYSIS:

5. The engineer's report has been filed with the Clerk and is attached to this report for Council's review.
6. The next steps in the process, pursuant to the Act, are as follows:
 - Council to pass a resolution to proceed on the report (only if it intends to proceed with the drainage works).
 - If Council proceeds, the Clerk must send a notice of a Meeting to Consider Report and a copy of the report to affected land owners and various agencies (ie. Conservation Authority, other affected municipalities, etc.)
 - Meeting to Consider Report must be held (anticipated June 6th).
 - Adoption of Report.

IMPACT ON 2022 BUDGET:

N/A

ALIGNMENT WITH STRATEGIC PLAN:

Goal 2: Invest in infrastructure and its sustainability.

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 63-2022 be received and that the Council of the Township of South Glengarry acknowledges receipt of the McNairn Drain Engineer's Report and furthermore that Council wishes to proceed on the report and directs the Clerk to provide notice to the prescribed persons pursuant to Section 41 (1) of the Drainage Act.

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

MCNAIRN DRAIN: ENGINEER'S REPORT SECTION 76 & 78 OF THE DRAINAGE ACT



Project No.: PM-18-9531

Prepared for:

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

Prepared by:

McIntosh Perry Consulting Engineers Ltd.
3240 Drummond Concession 5A
Perth, ON
K7H 3C9

Date Submitted: May 9th, 2022

By-Law No.: _____

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1.0 INTRODUCTION

The McNairn Drain was originally constructed in the Township of Charlottenburgh to provide proper drainage outlet for roadside ditches that were to be constructed as part of the development of the McNairn Subdivision. Currently, a portion of these lands in the watershed are undergoing further development.

It should be noted for clarity that the Township of South Glengarry was incorporated in 1998 through the amalgamation of the former Geographic Townships of Charlottenburgh and Lancaster. Therefore, all references to the Township of Charlottenburgh, shall hence forth be known as the Township of South Glengarry. Since the drain's adoption under By-Law 606 in 1977, there has been subsequent development within the area. The early 1990's saw the addition of the Fairway Estates Subdivision directly north of the existing McNairn Subdivision and the last decade has welcomed the multiple phases of Place St-Laurent, a 5-phase development located west of the McNairn Subdivision.

With the final phases of Place St-Laurent nearing completion, the Township of South Glengarry has requested updates to the Engineer's Report for the McNairn Drain under Sections 76 & 78 of the *Drainage Act R.S.O. 1990*, c. D.17. Thereafter, McIntosh Perry Consulting Engineers Limited (McIntosh Perry) was formally appointed by the Township of South Glengarry on October 1, 2018 as the "Drainage Engineer" to undertake the updates to the McNairn Drain Assessment Schedule. Section 76(1) of the *Drainage Act* allows a municipality to obtain a new Assessment Schedule for an existing drain. The Township of South Glengarry has initiated a report under this section due to numerous subdivisions created without the preparation of individual Section 65(1) reports. The addition of these subdivisions has also altered the existing watershed boundary for the McNairn Drain. Section 78(1) of the *Drainage Act* allows for drain improvements intended to increase the effectiveness of the system. At this time, the Section 78 undertaking has been limited to revising the drain profile plans and updating the Culvert Schedule.

1.1 HISTORY

The McNairn Drain was initially established as a Petition Drain, under the *Drainage Act*, (commonly referred to as a "Municipal Drain") in 1977 within the former Township of Charlottenburgh to provide proper drainage outlet for the construction and development of the McNairn Subdivision. The Engineer's Report was prepared under Section 4 of the *Drainage Act, R.S.O. 1975* by R. M. Kostuch Associates Ltd. and was adopted under by-law.

Following the initial construction of the drain, an Engineer's Report was prepared in 1991 by R. W. Connelly Associates Inc. to update the Assessment Schedule for the drainage system due to the additional lands developed for the Fairway Estates Subdivision. This Engineer's Report was prepared under Section 76 of the *Drainage Act, R.S.O. 1975*.

In 1995, Totten Sims Hubicki Associates Ltd. prepared a new Engineer's Report under Section 78 of the *Drainage Act, 1980* for the relocation of the McNairn Drain through Lot 14, Concession 1. The drain was re-aligned to accommodate the construction of an artificial recreation lake in Lot 14 through a site plan agreement between

the municipality and the landowner. The portion of the McNairn Municipal Drain lying upstream of the easterly limit of Sutherland Ave was abandoned by ByLaw 27-11 on September 12, 2011.

2.0 PURPOSE OF THE DRAINAGE REPORT

As indicated above, this drainage report has been prepared at the direction of the Township of South Glengarry to update the McNairn Drain Engineer's Report under Section 76 & 78 of the *Drainage Act, R.S.O. 1990, c. D.17*.

An updated Assessment Schedule has been requested under Section 76, to fairly distribute future maintenance costs due to recent development of multi-lot subdivisions on former agricultural land within the watershed boundary of the drain. Due to a previously performed over-excavation of the drain during its relocation in 1995, the Township has also requested the design grade be assessed for adequate capacity and Culvert Schedules be revised accordingly under Section 78 of the *Drainage Act, R.S.O. 1990, c. D.17*.

3.0 EXISTING CONDITIONS

3.1 LOCATION OF THE DRAIN

The McNairn Drain is a 1,342 meter (4,403 foot) open channel drainage system. The McNairn Drain begins in Lot 13, Concession 1 and runs south-west of Sutherland Ave in the Fairway Estates Subdivision from station 1+342 to 1+290. The drain then descends south for 300 meters along the back of the properties located within the McNairn Subdivision, turns southwest to station 0+769 then northwest to station 0+510 which consists of the 1995 re-alignment to accommodate the artificial recreation lake on Lot 14 Concession 1. The drain then meanders in a south-westerly direction across Lots 15 to 18 for 510 meters, which then outlets into Grey's Creek at station 0+000.

3.2 DRAINAGE AREA LIMITS

The McNairn Drain watershed spans from Lot 12 to 18, Concession 1 within The Township of Charlottenburgh, encompassing 52 hectares (128 acres) of mixed land uses including: developed; cultivated; wetland and woodland areas. The watershed boundary was first assessed using the Ministry of Natural Resources and Forestry's (MNRF) Ontario Watershed Flow Assessment Tool (OFAT III) and was then confirmed through a review of Ontario Base Mapping.

3.3 AREA REQUIRING DRAINAGE

Since the area requiring drainage is only applicable to Section 4 under the *Drainage Act*, it has not been considered for the purposes of this report. The area requiring drainage remains unchanged from previous Engineer's Reports as only improvements and updates under Sections 76 & 78 respectively will be revised in this report.

4.0 CONSULTATION / ON-SITE MEETING

A notification letter was circulated on November 2, 2018 to all those within the McNairn Drain watershed (per the 1995 Engineer's Report), to notify them of the undertaking of the Section 76 and 78 report updates and to invite them to attend the on-site meeting. An on-site meeting was held at 6 PM on November 27, 2018 at the Glen Walter Fire Station as a public information session for landowners and to offer them the opportunity to ask questions or express concerns about the project. At the time of the filing of this report, no communication from affected landowners regarding this project has been received by McIntosh Perry or the municipality. Upon completion of this report, and in fitting with the requirements of the *Drainage Act*, an invitation to the Meeting to Consider will be circulated to all stakeholders within the watershed.

5.0 DESIGN CONSIDERATIONS

As the scope of this project was limited to updating the Engineer's Report of an existing drain, no construction or improvements were conducted on the McNairn Drain. All design considerations of the channel and crossings are based on the previously prepared Engineer's Reports and have not been considered for the purposes of this report. As such, the channel design of the drain provided with the 1995 Engineer's Report prepared by Totten Sims Hubicki Associates Ltd. continues to govern.

6.0 PLANS, PROFILES AND SPECIFICATIONS

The following engineering drawings, included in **Appendix A**, have been prepared and shall form part of the McNairn Drain Engineer's Report:

The **General Layout Plan (Drawing 01)** has been prepared to identify the overall watershed boundary; the McNairn Drain alignment; the Block Assessments for each development and the property boundaries. Municipal roads, watercourses, waterbodies, and the artificial recreation lake located within the watershed boundary have been displayed along with geographic lot and concession boundaries.

The **Assessment Layout Plan (Drawing 02)** includes distance factor offset limits at the 50 m, 150 m and 250 m intervals and three sub-sections factor limits (upstream, midstream and downstream). Further discussions regarding distance factors and sub-section factors can be found in Section 7.

The **Drain Profile (Drawing 03)** has been prepared for the McNairn Drain to identify the post-realignment existing conditions including invert of the ditch, culvert inverts and diameter. A Future Maintenance Profile has also been included to allow for the drain to be cleaned to the now current elevations.

7.0 CROSSINGS

There are six (6) culverts located along the McNairn Drain listed below in Table 1. A 1200 mm diameter corrugated steel pipe (CSP) culvert located at chainage 0+720 on the drain alignment at the east end of Galleon Crescent is used as a private crossing within the East half of Lot 15, Concession 1 the artificial lake access road. Only pedestrian access was considered in the 1995 drain re-alignment for this culvert as such it was not included in the 1995 drain re-alignment report. Due to the culvert's current condition and adequate size, no replacement is deemed to be required at this time. The culvert located at the east end of Galleon Crescent (Roll: 010100601244265) shall henceforth be adopted as part of the McNairn Drain. The Township of South Glengarry shall be responsible for administering maintenance or replacement of the culvert crossing however, the cost of future maintenance work or culvert replacement is to be assessed fully and directly against the landowner(s) on whose property the culvert is located (Roll: 010100601244265). The following table summarizes the crossings considered part of the McNairn Drain:

Table 1: Schedule of Crossings – McNairn Drain

Culvert ID	Roll Number	Lot	Concession	Station	Description
C6	Sutherland Ave – Road Crossing Culvert	West Half of 13	1	1+335	1 @ 17.1 m x 900 mm Ø CSP
C5	010100601244265	East Half of 14	1	1+234	1 @ 12.0 m x 1200 mm Ø CSP
C4	010100601244265	South Part of 14	1	0+925	1 @ 30.5 m x 1200 mm Ø CSP
C3	010100601244265	East Half of 15	1	0+720	1 @ 9.2 m x 1200 mm Ø CSP
C2	Yacht Blvd. – Road Crossing Culvert	South Part of 15	1	0+425	1 @ 27.9 m x 1200 mm x 1200 mm Conc. Box
C1	010100601250000	East Half of 17	1	0+225	1 @ 6.3 m x 1200 mm Ø CSP

7.1 HYDROLOGIC REVIEW

It has been confirmed, through means of hydrologic modelling as shown in **Appendix C**, that the existing 1200 mm diameter CSP culvert west of Lot 17 at STA. 0+225 (Roll: 010100601250000) is of adequate size for the 5-year storm criteria. As per "A Guide for Engineers working under the Drainage Act in Ontario (Publication 852)", field crossings shall be sized for the 2 – 5 year storm criteria. Based on the pipe diameter and channel design of the drain, the culvert can convey approximately 1.6 m³/s of flow at the obvert, whereas a 5-year storm in the region is only expected to convey flows of 1.1 m³/s. Upon inspection of the existing culvert, it has been determined that the pipe is of relatively new construction and its replacement is not anticipated in the near future.

8.0 ASSESSMENTS

8.1 GENERAL

In accordance with Section 21 of the *Drainage Act*, "The engineer in the report shall assess for benefit, outlet liability and injuring liability, and shall insert in an Assessment Schedule, in separate columns, the sums assessed for each opposite each parcel of land and road liable therefore." In the case of this project, an Assessment Schedule for the entire works has been created, which displays a fair and reasonable distribution of estimated costs for future maintenance. As per the *Drainage Act*, the total estimated cost has been assessed against the affected parcels of land and roads under benefit (Section 22) and outlet liability (Section 23). The McNairn Municipal Drain does not require an assessment for injuring liability (Section 23), special benefit (Section 24) and special assessment (Section 26) because the drain has already been constructed.

The method of determining appropriate assessment values and the distribution between benefit and outlet assessments is the responsibility of the Drainage Engineer. The Drainage Engineer is to use best judgement to provide an Assessment Schedule that is fair to all concerned. In doing so, the engineer has utilized several basic principles:

1. You cannot assess a property for any part of the cost of work that is done upstream from it. Unless there is a special circumstance.
2. You cannot assess a property for benefit for work done some distance downstream, although you can assess it for outlet liability on this work.
3. You cannot assess for benefit lands that are not reasonably close to the drain. Usually those assessed for benefit are abutting the drain, or perhaps one farm removed.
4. You cannot assess those lands that are too low to make any use of the work, such as a gravel pit or quarry, unless they are directly connected by an outlet to the drain.
5. You must assess public utilities and road authorities (*Drainage Act* Section 26) for the increase in the actual cost of the proposed drainage works caused by the existence of the works of the public utilities or road authorities.
6. Care must be taken in assessing lands covered with bush and trees. If the situation is such that, once the drain is in place, the property owner will be able to clear the bush and cultivate the land, then the property should be assessed in the same way as land already under cultivation. Unless there is a legal restriction preventing the clearing and cultivation in such areas.

A technique used by Drainage Engineers to calculate individual assessments is to convert all lands within the watershed into factored areas. Benefit assessment uses the area of land within the watershed per property multiplied by a factor related to that property's land use. Outlet assessment uses the area of land within the watershed per property multiplied by a factor related to that property's land use, proximity of the property to the drain (distance factor) and the length of the drain that the particular property utilizes (sub-section factor). The summation of these factored areas allows the Drainage Engineer to compare an individual property circumstance to the total of the factored areas within the entire watershed. This method is known as the Factored Area Method and considers the different volumes and rate of flow of water. These parameters are

directly related to the various land uses, soil types, surface conditions, location to the drain and the length of the drain used on an individual property basis.

8.2 BENEFIT

As defined by the *Drainage Act*, benefit assessment is the “*advantages to any lands, roads, buildings or other structures from the construction, improvement, repair or maintenance of a drainage works such that the assessed lands, roads or buildings will result in a higher market value, easier maintenance, increased crop production, improved appearance or better control of surface or subsurface water*”. In the case of this project, benefit assessment has been applied to all lands that are located immediately adjacent to the drain, or with a direct connection to the drain via road-side ditch. Benefit assessment is only charged against properties in the section where work is being completed. The benefit factored area is calculated by multiplying the area of a particular property within the watershed (or its assessed area) by the applicable land use factor.

8.3 OUTLET

As defined by the *Drainage Act*, outlet liability may be assessed for those “*lands and roads that use a drainage works as an outlet, or for which, when the drainage works is constructed or improved, an improved outlet is provided either directly or indirectly through any drainage works of overland flow, a swale, ravine, creek or watercourse*”. In the case of this project, outlet liability has been applied to all properties within the watershed boundary of the drain whenever work is completed downstream of such property. Assessment for outlet is based on the location, area and rate of flow and as such the outlet factored area is calculated by multiplying the area of a particular property within the watershed (or its assessed area) by the applicable land use factor, its distance factor and the sub-section factor.

8.4 SPECIAL BENEFIT & SPECIAL ASSESSMENT

As defined by the *Drainage Act*, special benefit is “*any additional work or feature included in the construction, repair or improvement of a drainage works that has no effect on the functioning of the drainage works*”. The special benefit or special assessment is assessed directly against any owner, utility, agency, authority or municipality for which the special design and/or maintenance consideration was required. In the case of this project, no construction or improvements were conducted on the McNairn Drain. As such, no special benefits or special assessments were awarded.

8.5 SUB-SECTION FACTOR

The McNairn Drain alignment is separated into equal one-thirds based on its length, called sub-sections. The upstream one-third portion of the section is assigned a sub-section factor of 1.00, the middle sub-section is assigned a factor of 0.67 and the downstream sub-section is assigned a factor of 0.33. Each individual property is assigned a particular sub-section factor corresponding with the general location of the drainage in relation to that particular property. Properties that are upstream of a particular maintenance section are assigned a sub-section factor value of 1.0. Sub-section factors are applied to properties when calculating outlet assessments based on the fact that only those lands that are upstream of construction or future maintenance works will be assessed for its costs. As an example, the sub-section factor provides an indication of whether a

property utilizes the entire length of a maintenance section or only the bottom one-third. Properties that utilize a longer length of the drain would therefore have a higher assessment factor.

8.6 LAND USE FACTOR

Land use factors are employed when determining assessments for a particular property. The land use factor provides a general factor to account for the volume of runoff from a particular property depending on that property's purpose or use. A land use factor value of 0.5 is applied to all wetland areas. A numeric value of 1.0 is applied to all agricultural lands. A value of 2.0 is used for small, residential (non-agricultural) areas that are 2 ha (5 acres) or less and a value of 4.0 is assigned to lands that are classified as institutional, commercial or as a municipal road.

Each property's area of land within the watershed boundary is multiplied by the land use factor to determine a factored area that is then used to calculate the final assessments for benefit and outlet. As an example, one hectare of agricultural land is assessed at twice the rate of one hectare of wetlands.

In almost all cases, properties will have multiple land uses. For example, a single property may have predominately agricultural lands, with a small residential area surrounding the homestead and possibly also encompass a section of wetlands. In these cases, each of the different land uses is determined and a composite land use factor is determined for each property.

8.7 DISTANCE FACTOR

Distance factors were also utilized when determining assessments for a particular property. The distance factor accounts for the proximity of land to the drain and the relative amount of water that will enter the drain. Distance factor markers provide an approximate marker at the 50 m, 150 m and 250 m intervals. A property that is included entirely within the 50 m marker is assigned a distance factor of 1.0. A property that is included entirely outside of the 50 m marker and within the 150 m marker is assigned a distance factor of 0.75. A property that is included entirely outside of the 150 m marker and within the 250 m marker is assigned a distance factor of 0.5. Properties that are beyond the 250 m marker are assigned a distance factor of 0.3.

Each property's area of land within the watershed boundary and the applicable distance factor markers is multiplied by the applicable distance factor in order to provide a factored area which is then used to calculate the final assessments for outlet. Properties that are closer to the drain would therefore have a higher distance factor than those farther away.

In almost all cases, properties will have areas of land that fall into more than one distance factor marker. For example, a single property may have lands within the 50 m marker, 150 m marker and then the remainder of the property within the 250 m marker. In these cases, the area of land within each individual distance marker is multiplied by its applicable distance factor. The summation of these factored areas then provides a combined or pro-rated factored area on an individual property basis.

8.8 ASSESSMENT SCHEDULE

The Assessment Schedule identifies the assessed costs to benefit and outlet for each property and also includes net HST, Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA) grant (if applicable) and the net cost to be assessed to the landowner. At the time of this report, eligible farm tax class properties receive a one third grant on agricultural land from the OMAFRA. The grant for eligible properties has been applied in the Assessment Schedule but may be updated as deemed necessary.

Based on present practices, the recommended approach for determining the apportionment of an assessment to either benefit or outlet is such that the assessment percentage split is reflective of the relative use of the drain by immediate benefitting landowners and the size of the watershed. As a general rule, the portion of the assessment cost assigned to outlet increases with the size of the drain and the total area of the watershed. In other words, when the use of the drain by benefitting landowners is outweighed by the number of landowners using that particular section of the drain for outlet only, then the apportionment to outlet assessment is higher than the apportionment to benefit assessment.

*The Assessment Schedule has been provided in **Appendix B**.*

9.0 COST ESTIMATE

The total estimated cost for the Section 76 & 78 update to the McNairn Drain Engineer's report is \$18,500.00. The estimated costs do not account for any additional efforts or expenses that may be incurred by the engineer during the appeals period whether through individual landowner meetings / consultation, The Ontario Drainage Tribunal, The Court of Revision or The Drainage Referee. Typically, the cost estimate includes construction and engineering prices however since no construction work was proposed for the scope of this project, construction costs will not be included. It should also be noted that the costs incurred for the updates made to the McNairn Drain Engineer's Report are ineligible for grants.

10.0 FUTURE MAINTENANCE

Future maintenance of the McNairn Drain shall be the administrative responsibility of the Township of South Glengarry, although the individual landowners whose property is directly adjacent to the drain should periodically inspect the drain and report any problems to the municipality.

The cost of future maintenance is to be assessed in the proportions of the Assessment Schedule, as shown in **Appendix B**, against the upstream owners of lands and roads.

For future maintenance, the "Sub-Total Cost" column contained within the Assessment Schedule shall be used when determining a property's pro-rata ratio (percentage of cost). When determining the percentage of the cost of future maintenance to be assigned to individual properties, this shall be completed prior to any consideration of special benefit, Net HST (municipal tax rebates), farm tax class rate (OMAFRA one third grant)

and allowances. Net HST and OMAFRA grant values shall be adjusted to the current values at the time of the maintenance.

All future replacement of culverts shall be installed complete with rip-rap and geotextile at the inlet and outlet and countersunk (embedded) 10 % of their diameter. In accordance with the *Drainage Act* all future maintenance costs are to be assessed against the lands adjacent to and upstream of the location of the maintenance works pro-rata with the assessments for benefit and outlet.

Future maintenance and the costs of such maintenance for private crossings, private tile outlets and fences shall be the responsibility of the adjacent landowner to whom the culvert, tile or fence belongs. Future maintenance and the costs of such maintenance and replacement for road crossings, such as the Sutherland Avenue road crossing (Sta. 1+335) and the Yacht Boulevard road crossing (Sta. 0+425), shall be the responsibility of the Municipality of South Glengarry. With respect to the newly adopted crossing at the east end of Galleon Crescent and at the West limit of Elm Street (Sta. 1+234) as well as the existing crossing at Sta. 0+225 and Sta. 0+925, it shall be the financial responsibility of the landowner on which the crossing is located to maintain and replace the crossing as required. All permitting and coordination of construction shall remain the administrative responsibility of the Township of South Glengarry, in fitting with standard maintenance practices under the *Drainage Act*. Costs specifically associated with repairs, maintenance or replacement of the crossing adopted by way of this report, shall be solely borne by the landowner on whose property the culvert is located. The landowner shall contact the Township of South Glengarry's Drainage Superintendent prior to undertaking any works on the crossing.

In addition, as per Section 26 of the *Drainage Act R.S.O. 1990*, any increased costs or costs of maintenance caused by the existence of municipal infrastructure or public utility, along the drainage system, shall be at the expense of the road authority or public utility. For the purpose of this report, locates on public utilities (such as gas, telecommunications, electricity, etc.) were not thoroughly investigated however any increased cost caused by a public utility is at their respective cost.

10.1 Working Area

The working area as required for the purpose of this drainage works, in accordance with Section 63 of the Drainage Act, shall be 15 metres as measured from the top ditch bank, with the exception of station 0+355 to 0+510 where the working area shall be 10 metres from the top of ditch bank. The working area is required for the purpose of all future maintenance. Additionally, trees, shrubs, landscaping, sheds, play structures or other obstructions to maintenance should not be placed within the working area. Any increase in the maintenance cost due to obstructions will be at the owner's expense.

Specific excavation locations and spreading directions are as follows:

Start Station	End Station	Location
0+000	0+355	Either side of the drain
0+355	0+510	North Side of the drain
0+510	0+770	East side of the drain
0+770	0+990	North side of the drain
0+990	1+295	West side of the drain

10.2 Disposal of Excavated Materials

The excavated earth material removed from the drain shall be disposed of by spreading it over the adjoining land. The depth of spreading is not to exceed 150mm which provision will also apply for future maintenance works. For purposes of future maintenance works, the excavated material may be spread with landowner(s) consent or hauled away. If the owner requests the material to be hauled away, the cost of removing the excavated material is to be levied directly against the landowner. This provision shall apply to all future maintenance works in spite of the wording under the future maintenance section.

11.0 CLOSING

This report has been respectfully submitted to the Township of South Glengarry staff and council on behalf of McIntosh Perry Consulting Engineers Ltd. for updates to the McNairn Drain under Sections 76 & 78 of the *Drainage Act, R.S.O 1990, c.D.17*.

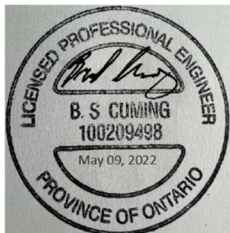
This report is respectfully submitted by,
McIntosh Perry Consulting Engineers Ltd.

Report Prepared By:



Lucas Gibson, C. Tech
Civil Engineering Technologist

Report Reviewed By:

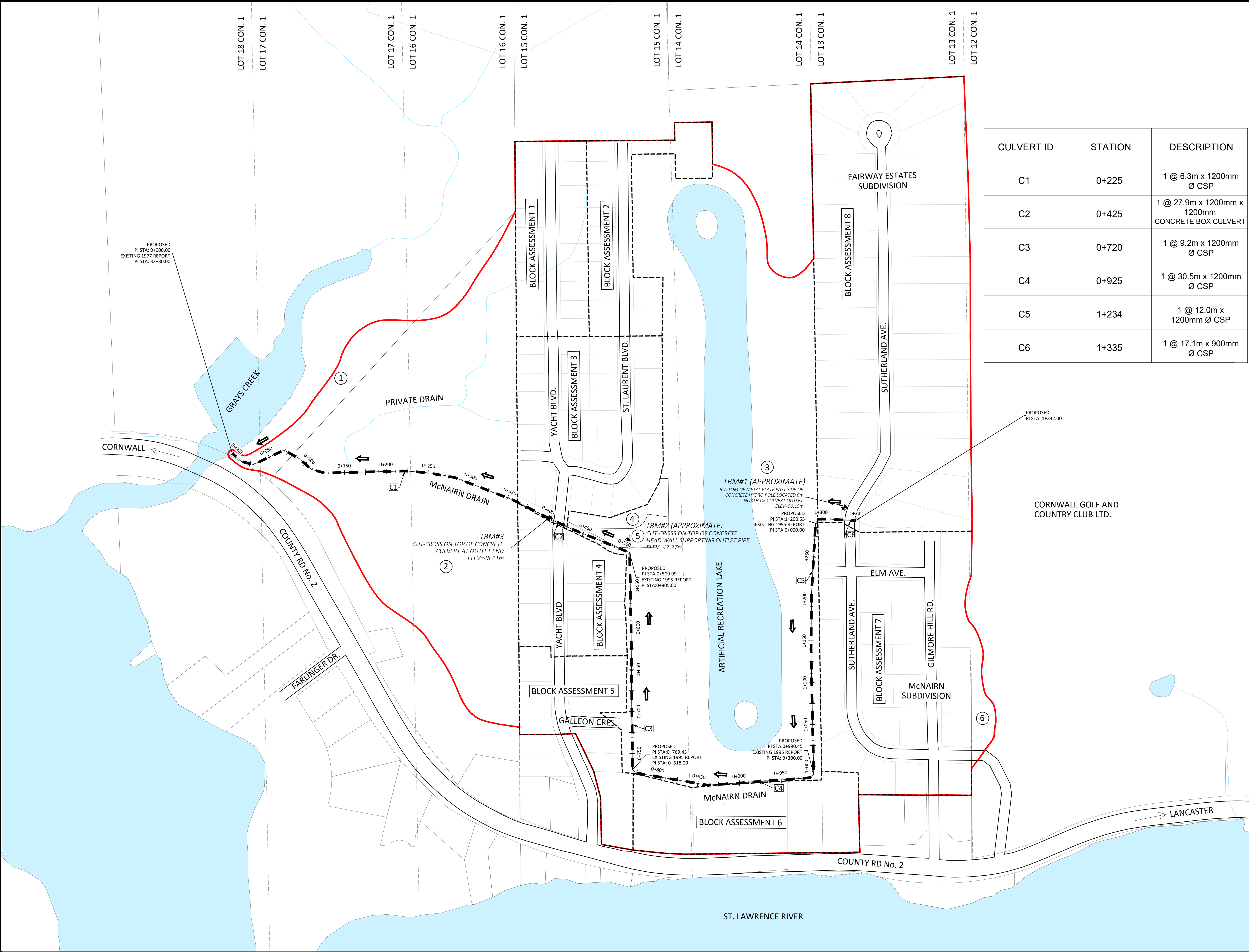


Brent Cuming, P.Eng.
Project Engineer, Land Development

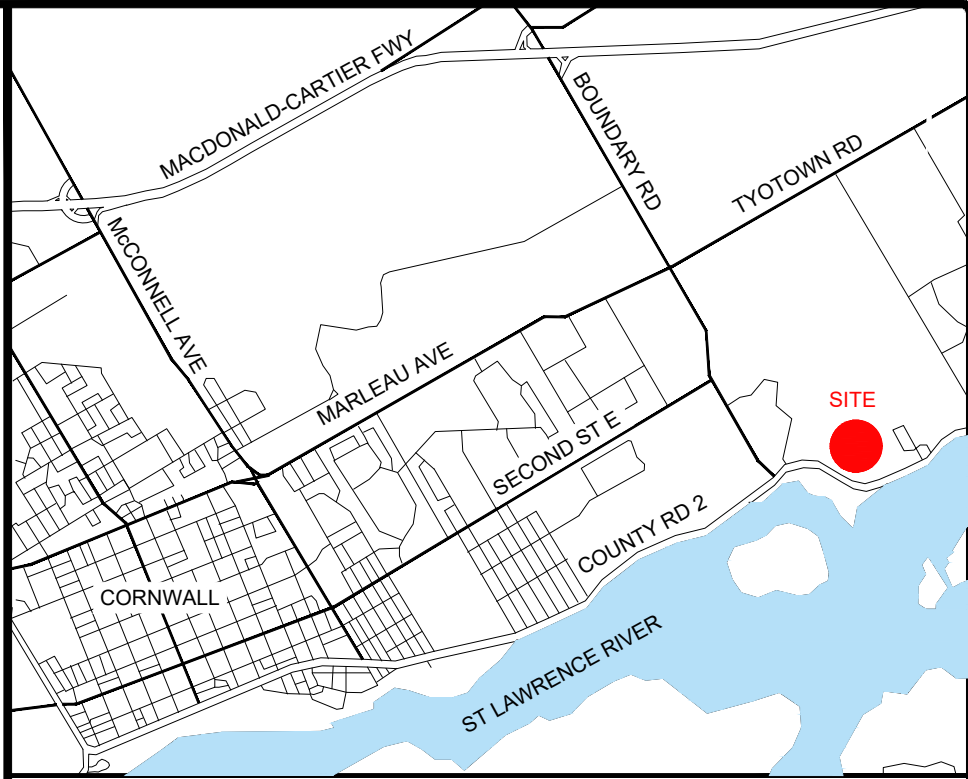


Mustafa Sasal, P.Eng.
Senior Water Resource Engineer

APPENDIX A:
Engineering Drawings



CULVERT ID	STATION	DESCRIPTION
C1	0+225	1 @ 6.3m x 1200mm Ø CSP
C2	0+425	1 @ 27.9m x 1200mm x 1200mm CONCRETE BOX CULVERT
C3	0+720	1 @ 9.2m x 1200mm Ø CSP
C4	0+925	1 @ 30.5m x 1200mm Ø CSP
C5	1+234	1 @ 12.0m x 1200mm Ø CSP
C6	1+335	1 @ 17.1m x 900mm Ø CSP

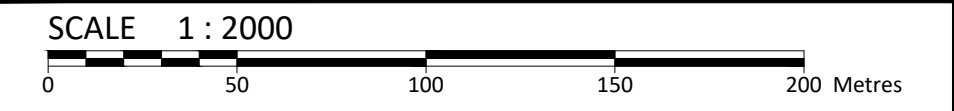


1

↑

LEGEND

- APPROXIMATE PROPERTY BOUNDARY
- WATERSHED BOUNDARY
- BLOCK ASSESSMENT BOUNDARY
- LOT AND CONCESSION BOUNDARY
- WATERCOURSE / WATERBODY
- McNAIRN DRAIN ALIGNMENT
- APPROXIMATE ROAD ALIGNMENT



01	ISSUED FOR FINAL SUBMISSION	2022.05.09
00	ISSUED FOR REVIEW	2021.07.30
No.	Revision/Issue	Date
Check and verify all dimensions before proceeding with the work		
Do not scale drawings		

McINTOSH PERRY

3240 Drummond Cons 5A, R.R. #7, Perth, ON K7H 3C9

Tel: 613-267-6524 Fax: 613-267-7992

www.mcintoshperry.com

Stamp:

LICENSED PROFESSIONAL ENGINEER

May 09, 2022

M. SASAL

100151510

PROVINCE OF ONTARIO

LICENSED PROFESSIONAL ENGINEER

May 09, 2022

B. S. CHUNG

100209498

PROVINCE OF ONTARIO

Client:

TOWNSHIP OF SOUTH GLENGARRY

6 OAK STREET, P.O. BOX 220

LANCASTER, ON, K0C 1N0

Project:

McNAIRN DRAIN

CORNWALL

ONTARIO

Drawing Title:

GENERAL LAYOUT PLAN

Scale: 1:2000

Project Number: OPM-18-9531

Drawn by: M.M.

Checked By: B.C.

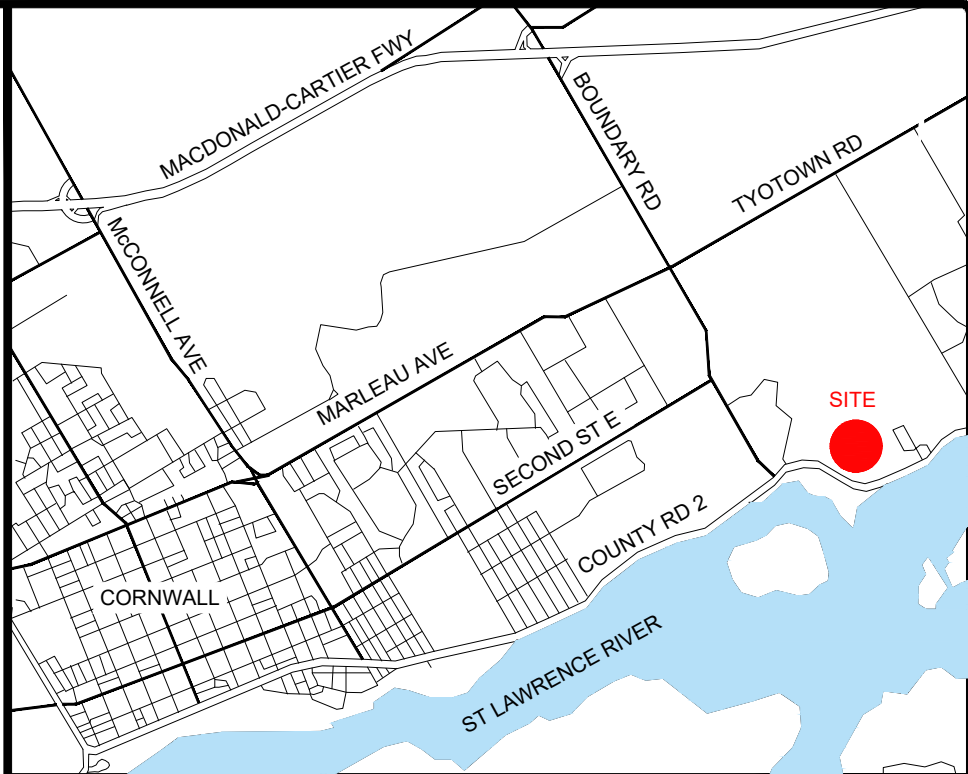
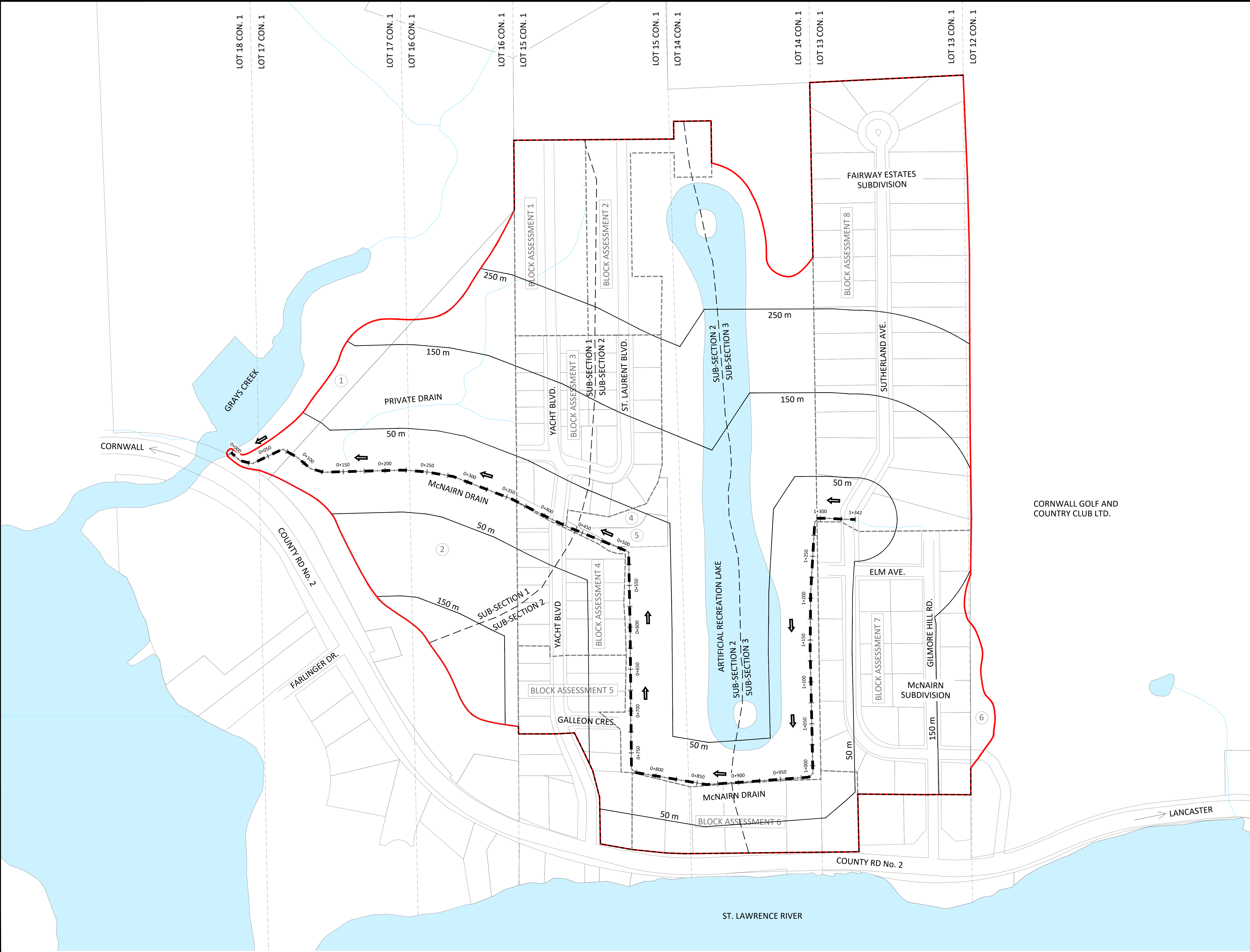
Designed By: L.G.

Date: 2022.05.09

Drawing Number:

SHEET 1 of 3

01



LEGEND

- APPROXIMATE PROPERTY BOUNDARY
- WATERSHED BOUNDARY
- BLOCK ASSESSMENT BOUNDARY
- LOT AND CONCESSION BOUNDARY
- WATERCOURSE / WATERBODY
- McNAIRN DRAIN ALIGNMENT
- APPROXIMATE ROAD ALIGNMENT
- ASSESSMENT PROPERTY IDENTIFIER
- ASSESSMENT BANDS
- ALIGNMENT SUB-SECTIONS

SCALE 1 : 2000
0 50 100 150 200 Metres

01	ISSUED FOR FINAL SUBMISSION	2022.05.09
00	ISSUED FOR REVIEW	2021.07.30
No.	Revision/Issue	Date

Check and verify all dimensions before proceeding with the work Do not scale drawings

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Stamp:



Client:
TOWNSHIP OF SOUTH GLENGARRY
6 OAK STREET, P.O. BOX 220
LANCASTER, ON, K0C 1N0

Project:

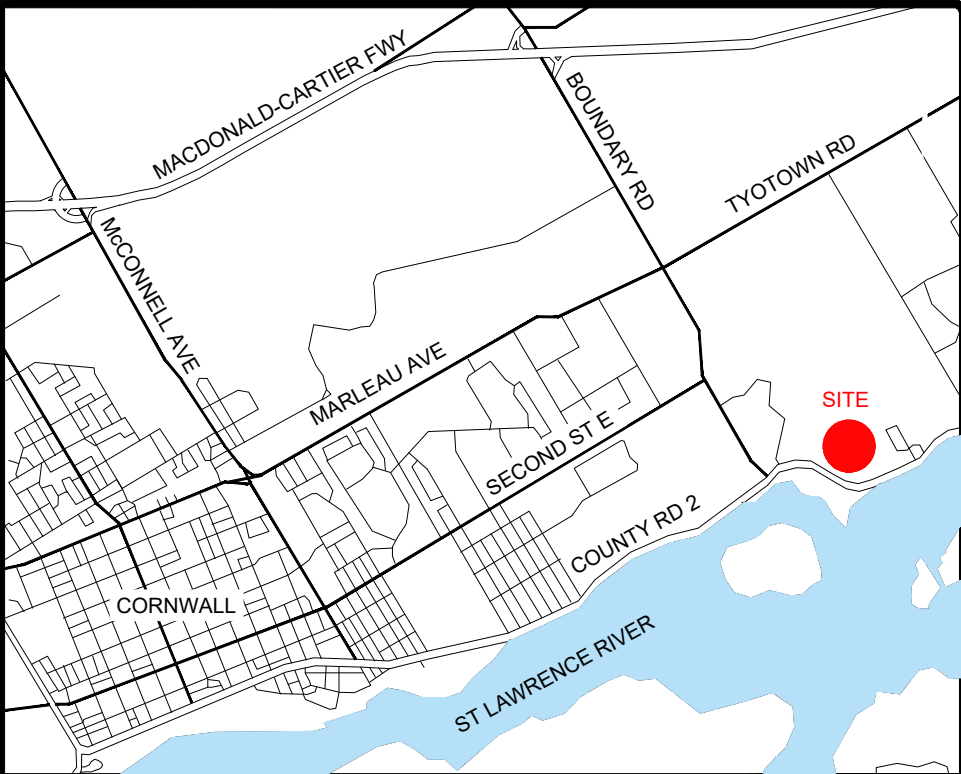
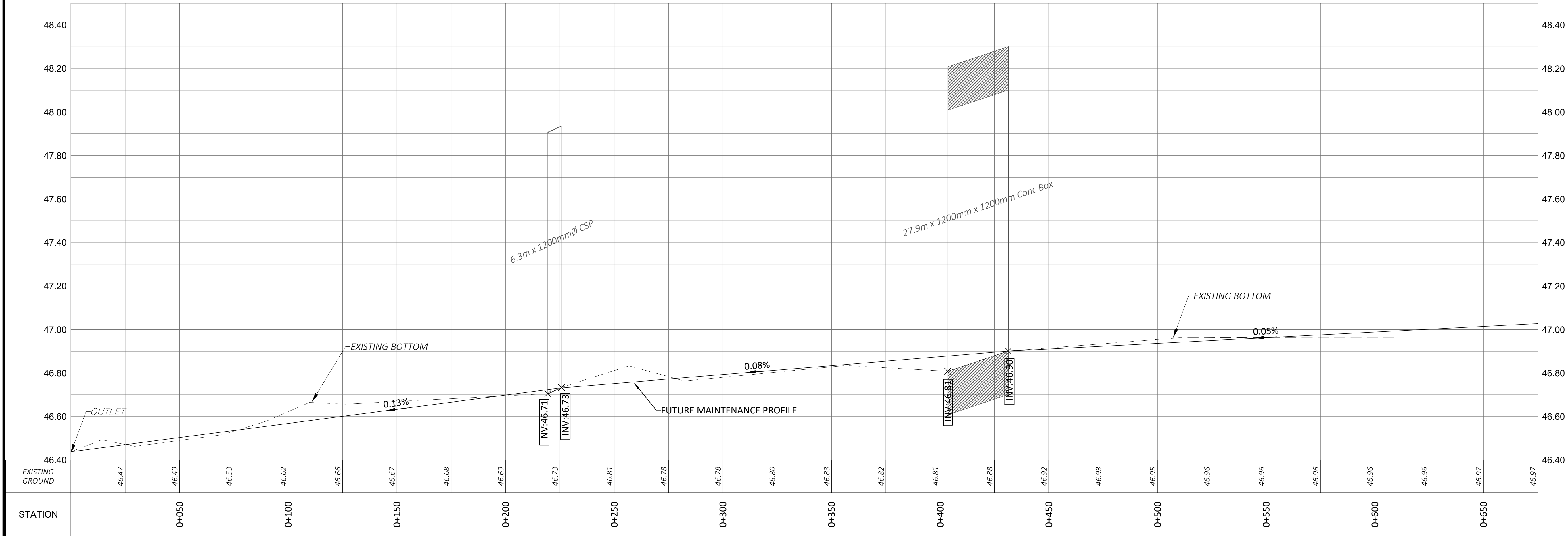
McNAIRN DRAIN

CORNWALL ONTARIO

Drawing Title:
ASSESSMENT LAYOUT PLAN

Scale: 1:2000	Project Number: OPM-18-9531
Drawn by: M.M.	
Checked By: B.C.	Drawing Number:
Designed By: L.G.	
Date: 2022.05.09	SHEET 2 of 3

Profile - McNairn Drain
STA. 0+000 TO STA. 0+675
Vert Exaggeration - 100.00

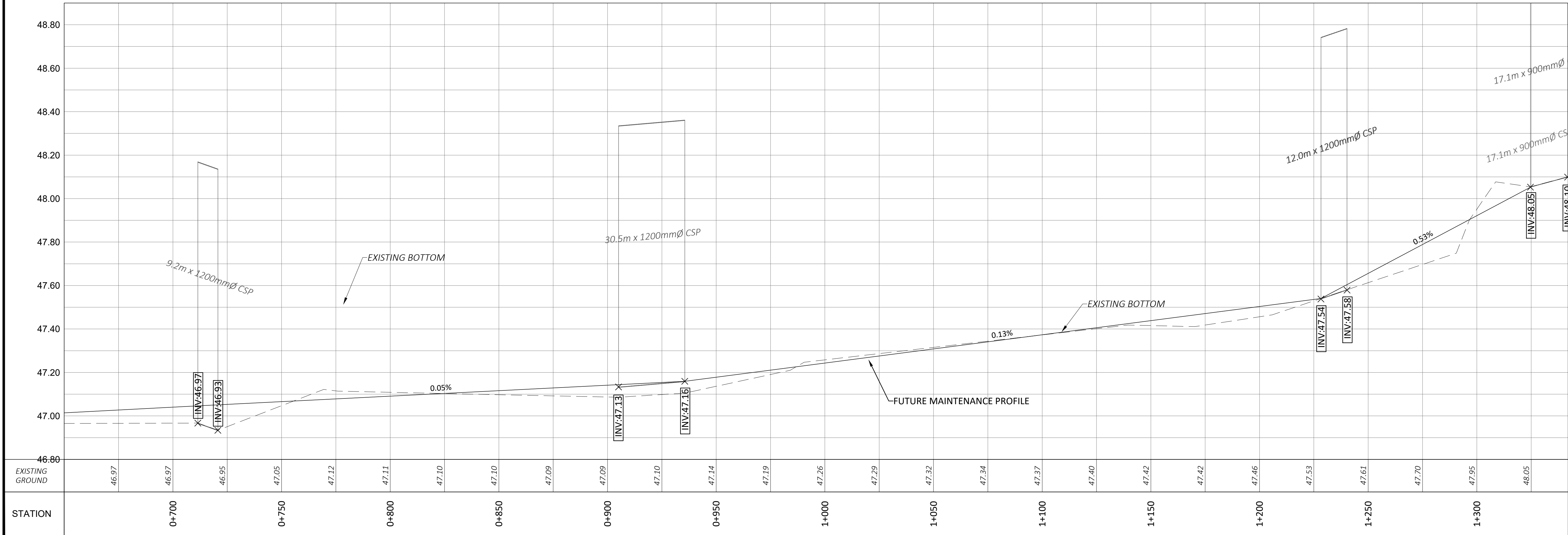


LEGEND

- EXISTING BOTTOM OF DRAIN
- FUTURE MAINTENANCE PROFILE

SCALE 1 : 1000
0 25 50 75 100 Metres

Profile - McNairn Drain
STA. 0+650 TO STA. 1+342
Vert Exaggeration - 100.00



01	ISSUED FOR FINAL SUBMISSION	2022.05.09
00	ISSUED FOR REVIEW	2021.07.30
No.	Revision/Issue	Date

Check and verify all dimensions before proceeding with the work Do not scale drawings

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Client:
TOWNSHIP OF SOUTH GLENGARRY
6 OAK STREET, P.O. BOX 220
LANCASTER, ON, K0C 1N0

Project:
McNAIRN DRAIN

CORNWALL ONTARIO

Drawing Title:
DRAIN PROFILE

Scale: 1:1500H, 1:100V	Project Number:
Drawn by: M.M.	OPM-18-9531
Checked By: B.C.	Drawing Number:
Designed By: L.G.	SHEET 3 of 3
Date: 2022.05.09	

03

APPENDIX B:

Assessment Schedule

	McNairn Drain Total Cost	\$ 18,500.00	
Section 1	Total Cost	\$ 18,500.00	
	Benefit Costs	\$ 12,950.00	70%
	Outlet Costs	\$ 5,550.00	30%

Property Information		Area (Ha)	Land Use Factor	Factored Area	Direct Access to Drain	Benefit Factored Area	Benefit Cost	Distance Factor	Sub-Section Factor	Outlet Factored Area	Outlet Cost	Special Benefit / Specieal Assessment	Allowance	Sub-Total Cost	Farm Class Tax Rate	Net HST	OMAFRA Grant Reduction	Total Net Cost (After Tax & Grant)
Roll Number	Property ID																	
081281602510704	1	0.80	1.00	0.80	Y	0.80	\$ 132.95	0.79	0.33	0.21	\$ 27.50	\$ -	\$ -	\$ 160.44		\$ 2.82	\$ -	\$ 163.27
081281602510703	2	8.93	1.04	9.32	Y	9.32	\$ 1,554.33	0.76	0.37	2.63	\$ 345.71	\$ -	\$ -	\$ 1,900.03	Y	\$ 33.44	\$ 633.34	\$ 1,300.13
081281602529901	3	14.52	0.77	11.16	Y	11.16	\$ 1,860.69	0.70	0.83	6.50	\$ 853.42	\$ -	\$ -	\$ 2,714.11		\$ 47.77	\$ -	\$ 2,761.87
081281602528900	4	0.25	2.00	0.50	Y	0.50	\$ 84.04	0.91	0.64	0.29	\$ 38.12	\$ -	\$ -	\$ 122.16		\$ 2.15	\$ -	\$ 124.31
081281602529500	5	0.23	2.00	0.46	Y	0.46	\$ 77.37	0.99	0.67	0.31	\$ 40.16	\$ -	\$ -	\$ 117.54		\$ 2.07	\$ -	\$ 119.61
081281602530200	6	0.29	2.00	0.58	Y	0.58	\$ 96.38	0.50	1.00	0.29	\$ 37.95	\$ -	\$ -	\$ 134.33		\$ 2.36	\$ -	\$ 136.70
-	BLOCK ASSESSMENT 1	1.51	2.46	3.73	N	0.00	\$ -	0.38	0.33	0.48	\$ 62.55	\$ -	\$ -	\$ 62.55		\$ 1.10	\$ -	\$ 63.65
-	BLOCK ASSESSMENT 2	1.47	2.58	3.80	N	0.00	\$ -	0.35	0.64	0.84	\$ 110.05	\$ -	\$ -	\$ 110.05		\$ 1.94	\$ -	\$ 111.99
-	BLOCK ASSESSMENT 3	3.64	2.33	8.46	Y	8.46	\$ 1,411.27	0.68	0.50	2.87	\$ 377.17	\$ -	\$ -	\$ 1,788.44		\$ 31.48	\$ -	\$ 1,819.91
-	BLOCK ASSESSMENT 4	1.87	2.35	4.40	Y	4.40	\$ 734.08	0.88	0.58	2.26	\$ 297.27	\$ -	\$ -	\$ 1,031.35		\$ 18.15	\$ -	\$ 1,049.50
-	BLOCK ASSESSMENT 5	1.36	2.37	3.22	Y	3.22	\$ 537.70	0.86	0.67	1.85	\$ 243.09	\$ -	\$ -	\$ 780.79		\$ 13.74	\$ -	\$ 794.53
	BLOCK ASSESSMENT 6	1.41	2.00	2.83	Y	2.83	\$ 471.39	0.96	0.83	2.26	\$ 296.17	\$ -	\$ -	\$ 767.56		\$ 13.51	\$ -	\$ 781.07
-	BLOCK ASSESSMENT 7	5.33	2.59	13.81	Y	13.81	\$ 2,302.22	0.77	1.00	10.67	\$ 1,401.41	\$ -	\$ -	\$ 3,703.63		\$ 65.18	\$ -	\$ 3,768.81
-	BLOCK ASSESSMENT 8	9.96	2.22	22.11	Y	22.11	\$ 3,687.59	0.49	1.00	10.81	\$ 1,419.44	\$ -	\$ -	\$ 5,107.03		\$ 89.88	\$ -	\$ 5,196.91
		51.58				77.66	\$ 12,950.00			42.26	\$ 5,550.00	\$ -	\$ -	\$ 18,500.00		\$ 325.60	\$ 633.34	\$ 18,192.26

APPENDIX C:

Hydrologic Modelling Calculations

Project Title McNairn Drain
MPCE Project Number PM-18-9531

Watershed Area A= 0.52 km²
Lake and Wetland Area A= 0.04 km²

Step 1: Determine Appropriate Methodology

Peak Flow Calculation Methodologies for Small to Large Watershed

Methodology	Drainage Area Limits (km ²)			
	0 to 1	1 to 25	25 to 100	100 to 10000
Rational Method	<input checked="" type="checkbox"/>	-	-	-
Hydrologic Model	<input checked="" type="checkbox"/>	-	-	-
MNR Index Flood	-	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
MNR Dimensionless	-	<input checked="" type="checkbox"/>	-	-
MTO Watershed Classification	-	-	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Station-Frequency	-	-	-	<input checked="" type="checkbox"/>
Unified Ontario Flood Method	-	-	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
MTO Modified Index Flood Method	-	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Project Title
MPCE Project Number
Methodology

McNairn Drain
PM-18-9531
Rational Method

Watershed Area

A= 0.52 km²

Lake and Wetland Area

A= 0.04 km²

Lake and Wetland Percentage (%)
8.7

Runoff Coefficient

Land Use	Runoff Coefficient	Area (km ²)	Balanced Runoff Coefficient
Impervious	0.90	0.046	0.56
Wetland	0.05	0.045	
Agricultural	0.55	0.194	
Residential	0.60	0.231	

*Values Based on: MTO Drainage Management Manual - Design Chart 1.07: Runoff Coefficients

Time of Concentration

Total Overland Flow Distance (m)	Slope of Land (%)	Sheet Flow Distance (m)	Sheet Flow Tc (min)
455	0.22	30	16

Shallow Concentrated Flow Distance (m)	Shallow Concentrated Flow Velocity (m/s)	Shallow Concentrated Tc (min)
425	0.0719	99

Ditch Length (m)	Ditch Slope (%)	Ditch Velocity (m/s)	Ditch Tc (min)
125	0.65	0.37	6

Total Tc (min)
120

Intensity

Return Period	Results (mm/hr)
2-Year	13
5-Year	18
10-Year	20
25-Year	24
50-Year	26
100-Year	29

*Equation Based on MTO IDF Curve Lookup Results for 45.03916758568, -74.65679116009 - Year 2050

Peak Flow

Return Period	Results (L/s)
2-Year	1080
5-Year	1420
10-Year	1640
25-Year	1917
50-Year	2114
100-Year	2317

MTO Drainage Management Manual - Design Chart 1.06: Peak Discharge Reduction Factor to Allow for Storage

Watershed Area

0.52 km²

Storage Area from Lakes & Swamps

0.04 km²

Storage Percent

8.7%

Curve B: Significant portion of flow passes through detention areas distributed throughout basin or in the middle r

Ks (Peak Discharge Reduction Factor) =

0.788

Summary Flow Statistics

Return Period	Return Period Flow
	L/s
2-Year	851
5-Year	1119
10-Year	1292
25-Year	1511
50-Year	1666
100-Year	1826

Project Title McNairn Drain
MPCE Project Number PM-18-9531
Methodology Hydrologic Model - Visual OTTHYMO

Watershed Area A= 0.52 km²
 Lake and Wetland Area A= 0.04 km²

Curve Number

Land Use	Curve Number	Area (km ²)	Composite Curve Number
Impervious	98	0.046	84
Wetlands	50	0.045	
Agricultural	86	0.194	
Residential	86	0.231	

*Values Based on: MTO Drainage Management Manual - Design Chart 1.09: Soil Conservation Service Curve Numbers

Initial Abstraction

Land Use	Initial Abstraction (Ia)	Area (km ²)	Composite Initial Abstraction
Impervious	2.0	0.046	6
Swamp	10.0	0.045	
Cultivated	7.0	0.194	
Residential	5.0	0.231	

*Table 7.5: Initial Abstraction/Depression Storage – Adapted from UNESCO, Manual on Drainage in Urbanized Areas, 1987

Time of Concentration (Refer to Rational Method Sheets for Breakdown)

Time of Concentration (min)	Time to Peak (hours)
120	1.34

Visual OTTHYMO Inputs

Area (ha)	Curve Number	Initial Abstraction (Ia)	Time to Peak (hours)
51.58	84	6	1.34

Peak Flow

Return Period	4-hr Chicago	12-hr SCS Type II	24-hr SCS Type II
	Results (m ³ /s)		
2-Year	0.40	0.69	0.89
5-Year	0.68	1.12	1.36
10-Year	0.89	1.43	1.72
25-Year	1.17	1.79	2.15
50-Year	1.37	2.09	2.45
100-Year	1.59	2.38	2.75

MTO Drainage Management Manual - Design Chart 1.06: Peak Discharge Reduction Factor to Allow for Storage

Watershed Area 0.52 km²
 Storage Area from Lakes & Swamps 0.04 km²
 Storage Percent 8.7%

Curve A: Significant portion of flow passes through detention areas in upper reaches, or elsewhere in basin not in pa

Ks (Peak Discharge Reduction Factor) = 0.788

Summary Flow Statistics

Return Period	Peak Flow
	(m ³ /s)
2-Year	0.70
5-Year	1.07
10-Year	1.35
25-Year	1.70
50-Year	1.93
100-Year	2.17

Project Title
MPCE Project Number
Page Title

McNairn Drain
PM-18-9531
Summary of Results

Watershed Area

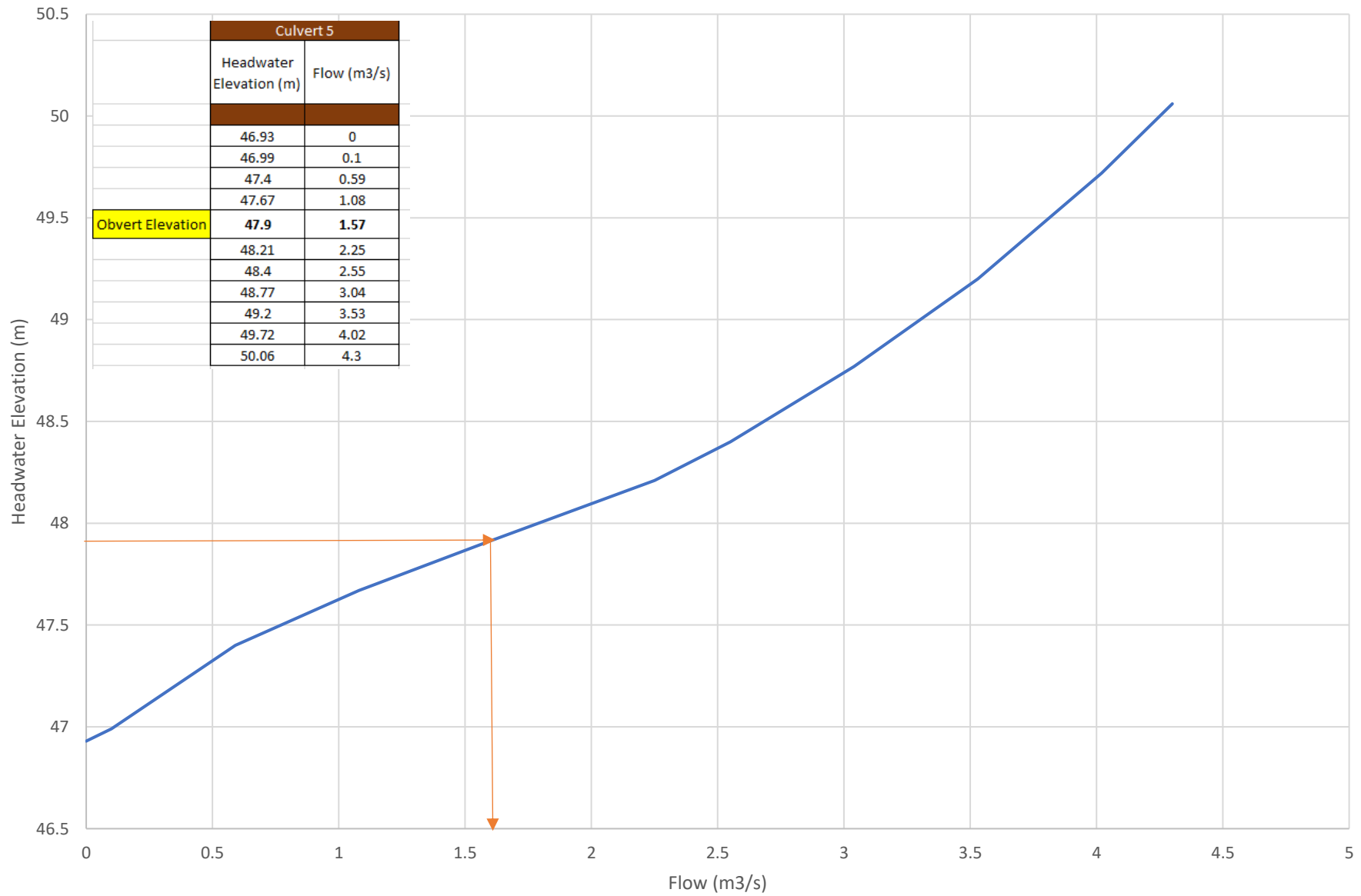
A= 0.52 km²

Lake and Wetland Area

A= 0.04 km²

	Rational Method	Visual OTTHYMO	Maximum Results
Return Period	(m ³ /s)		
2-Year	0.85	0.70	0.85
5-Year	1.12	1.07	1.12
10-Year	1.29	1.35	1.35
25-Year	1.51	1.70	1.70
50-Year	1.67	1.93	1.93
100-Year	1.83	2.17	2.17

Rating Curve Culvert 5



HY-8 Culvert Analysis Report

Crossing Discharge Data

Discharge Selection Method: Specify Minimum, Design, and Maximum Flow

Minimum Flow: 0.10 cms

Design Flow: 2.25 cms

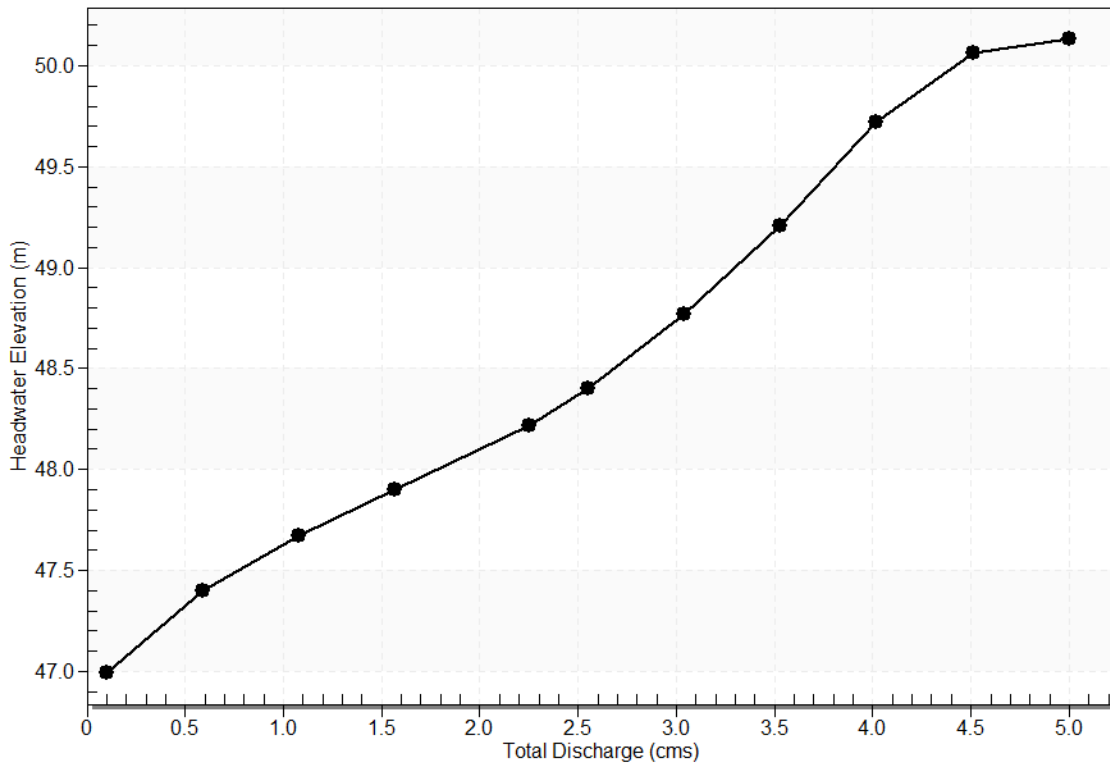
Maximum Flow: 5.00 cms

Table 1 - Summary of Culvert Flows at Crossing: McNairn Drain

Headwater Elevation (m)	Total Discharge (cms)	Culvert 5 Discharge (cms)	Roadway Discharge (cms)	Iterations
46.99	0.10	0.10	0.00	1
47.40	0.59	0.59	0.00	1
47.67	1.08	1.08	0.00	1
47.90	1.57	1.57	0.00	1
48.21	2.25	2.25	0.00	1
48.40	2.55	2.55	0.00	1
48.77	3.04	3.04	0.00	1
49.20	3.53	3.53	0.00	1
49.72	4.02	4.02	0.00	1
50.06	4.51	4.30	0.20	7
50.13	5.00	4.36	0.64	5
50.00	4.25	4.25	0.00	Overtopping

Rating Curve Plot for Crossing: McNairn Drain

Total Rating Curve
Crossing: McNairn Drain



Culvert Data: Culvert 5

Table 2 - Culvert Summary Table: Culvert 5

Total Discharge (cms)	Culvert Discharge (cms)	Headwater Elevation (m)	Inlet Control Depth (m)	Outlet Control Depth (m)	Flow Type	Normal Depth (m)	Critical Depth (m)	Outlet Depth (m)	Tailwater Depth (m)	Outlet Velocity (m/s)	Tailwater Velocity (m/s)
0.10 cms	0.10 cms	46.99	0.24	0.264	3-M2t	0.21	0.17	0.19	0.19	0.89	0.51
0.59 cms	0.59 cms	47.40	0.61	0.669	3-M2t	0.53	0.41	0.48	0.48	1.41	0.84
1.08 cms	1.08 cms	47.67	0.87	0.938	3-M2t	0.77	0.56	0.64	0.64	1.76	0.98
1.57 cms	1.57 cms	47.90	1.11	1.173	3-M2t	1.20	0.69	0.76	0.76	2.07	1.08
2.25 cms	2.25 cms	48.21	1.48	1.484	3-M2t	1.20	0.83	0.90	0.90	2.47	1.18
2.55 cms	2.55 cms	48.40	1.67	1.628	3-M2t	1.20	0.88	0.96	0.96	2.64	1.22
3.04 cms	3.04 cms	48.77	2.04	1.890	3-M2t	1.20	0.96	1.03	1.03	2.93	1.27
3.53 cms	3.53 cms	49.20	2.47	2.224	7-M2t	1.20	1.02	1.10	1.10	3.24	1.32
4.02 cms	4.02 cms	49.72	2.99	2.598	7-M2t	1.20	1.07	1.17	1.17	3.58	1.37

cms	cms				M2t						
4.51	4.30	50.06	3.33	2.862	4-	1.20	1.10	1.20	1.23	3.80	1.41
cms	cms				FFf						
5.00	4.36	50.13	3.40	2.962	4-	1.20	1.10	1.20	1.29	3.85	1.44
cms	cms				FFf						

Culvert Barrel Data

Culvert Barrel Type Straight Culvert

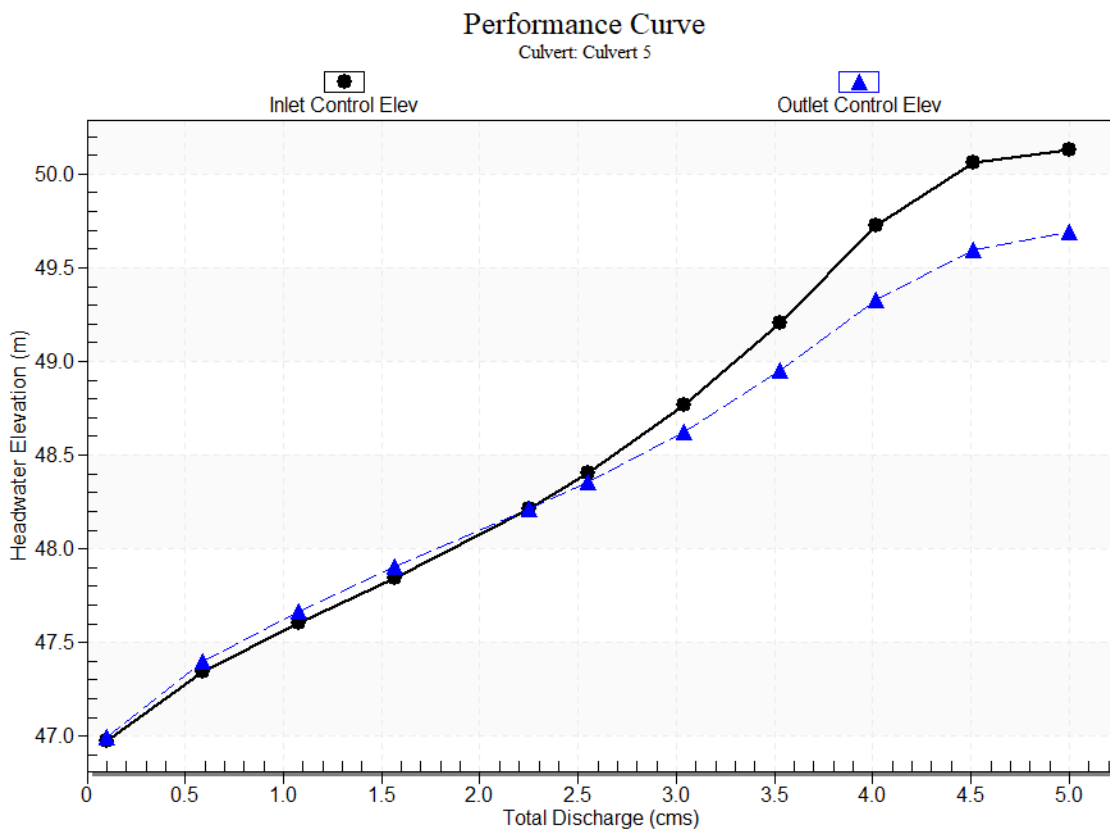
Inlet Elevation (invert): 46.73 m,

Outlet Elevation (invert): 46.70 m

Culvert Length: 6.30 m,

Culvert Slope: 0.0048

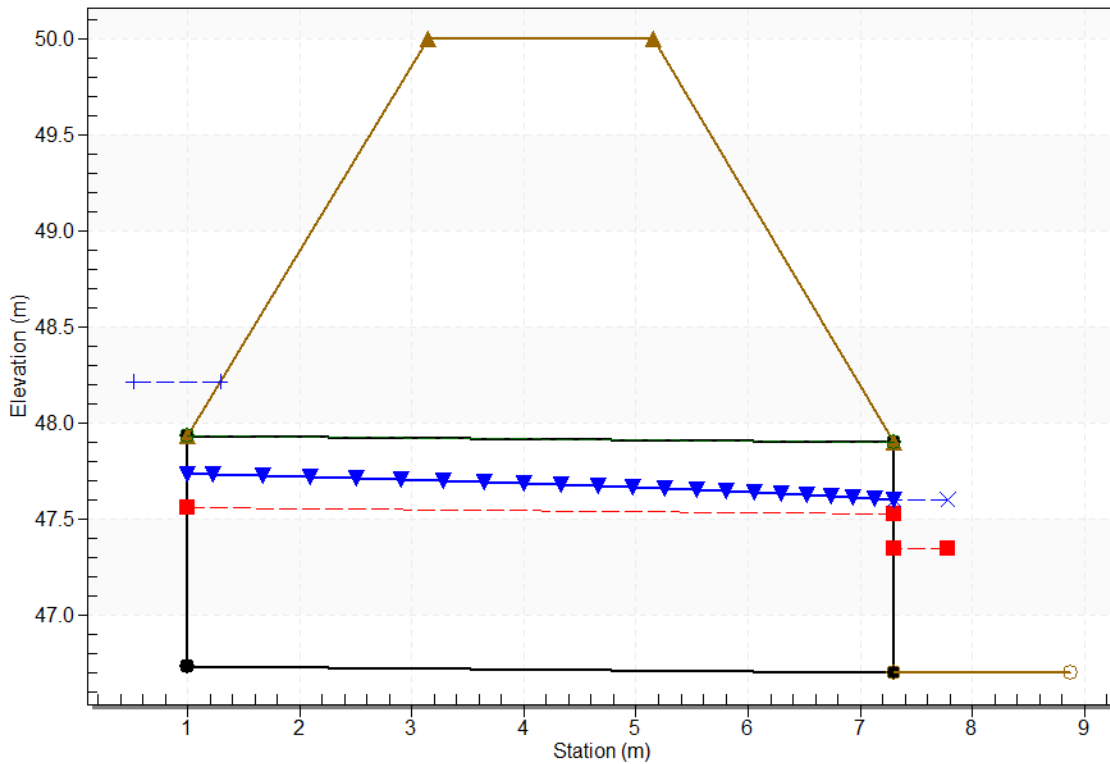
Culvert Performance Curve Plot: Culvert 5



Water Surface Profile Plot for Culvert: Culvert 5

Crossing - McNairn Drain, Design Discharge - 2.25 cms

Culvert - Culvert 5, Culvert Discharge - 2.25 cms



Site Data - Culvert 5

Site Data Option: Culvert Invert Data

Inlet Station: 1.00 m

Inlet Elevation: 46.73 m

Outlet Station: 7.30 m

Outlet Elevation: 46.70 m

Number of Barrels: 1

Culvert Data Summary - Culvert 5

Barrel Shape: Circular

Barrel Diameter: 1200.00 mm

Barrel Material: Corrugated Steel

Embedment: 0.00 mm

Barrel Manning's n: 0.0240

Culvert Type: Straight

Inlet Configuration: Thin Edge Projecting ($K_e=0.9$)

Inlet Depression: None

Tailwater Data for Crossing: McNairn Drain

Table 3 - Downstream Channel Rating Curve (Crossing: McNairn Drain)

Flow (cms)	Water Surface Elev (m)	Velocity (m/s)	Depth (m)	Shear (Pa)	Froude Number
0.10	46.89	0.19	0.51	8.45	0.43
0.59	47.18	0.48	0.84	21.52	0.47
1.08	47.34	0.64	0.98	28.89	0.49
1.57	47.46	0.76	1.08	34.47	0.50
2.25	47.60	0.90	1.18	40.68	0.51
2.55	47.66	0.96	1.22	43.06	0.51
3.04	47.73	1.03	1.27	46.61	0.52
3.53	47.80	1.10	1.32	49.82	0.52
4.02	47.87	1.17	1.37	52.78	0.52
4.51	47.93	1.23	1.41	55.52	0.53
5.00	47.99	1.29	1.44	58.08	0.53

Tailwater Channel Data - McNairn Drain

Tailwater Channel Option: Trapezoidal Channel

Bottom Width: 0.76 m

Side Slope (H:V): 1.50 (:1)

Channel Slope: 0.0046

Channel Manning's n: 0.0350

Channel Invert Elevation: 46.70 m

Roadway Data for Crossing: McNairn Drain

Roadway Profile Shape: Constant Roadway Elevation

Crest Length: 9.00 m

Crest Elevation: 50.00 m

Roadway Surface: Paved

Roadway Top Width: 2.00 m



STAFF REPORT

S.R. No. 64-2022

PREPARED BY: Tim Mills, Chief Administrative Officer

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: May 16, 2022

SUBJECT: Agreement – HGC Management

BACKGROUND:

1. On April 25, 2022, HGC Management assumed recycling and waste collection for the Township of South Glengarry. HGC Management previously provided waste collection services for the Township.
2. The transition to a new service provider did not result in any changes to the services to be provided or an increase in cost.

ANALYSIS:

3. In order to finalize and validate the agreement between the Township and HGC Management, Council must authorize entering into the contract by resolution.

IMPACT ON 2022 BUDGET:

4. No impact on the 2022 budget is anticipated.

ALIGNMENT WITH STRATEGIC PLAN:

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

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 64-2022 be received and that the Council of the Township of South Glengarry hereby confirms authorization for Administration to enter into an agreement with HGC Management and furthermore that the Mayor and Clerk be authorized to sign all relevant documents.

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

THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY

THIS GENERAL SERVICES AGREEMENT is dated the 21st day of APRIL, 2022

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY
Box 220, 6 Oak Street
Lancaster, ON K0C 1N0

(Hereinafter called "Township") OF THE FIRST PART

AND:

HGC Management Inc.
50 Shaver St R.R.#8
Brantford, ON N3T 5M1

(Hereinafter called the "Contractor") OF THE SECOND PART

WHEREAS:

- A. The Contractor agrees to the Quotation attached (Schedule B) dated April 20, 2022. A copy of (the "Quotation"), of which is attached to this agreement which the Township has accepted under the terms set out herein;
- B. The Township has agreed to engage the Contractor, and the Contractor has agreed to be engaged by the Township in respect of the Services on the terms and subject to the conditions set out in this Agreement.

NOW THEREFORE the Township and the Contractor, in consideration of their mutual duties and responsibilities to one another as set out in this Agreement, agree as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement the following words have the following meanings:
 - 1.1.1 "Agreement" means this agreement for services, including its recitals, and the following schedules attached to and forming a part of this agreement:
 - 1.1.1.1 Schedule "A" – The RFQ;
 - 1.1.1.2 Schedule "B" – The Quotation;
 - 1.1.1.3 Schedule "C" – Insurance;

- 1.1.1.4 Schedule "D" – Occupational Health and Safety Agreement;
- 1.1.2 **"Business Day"** means any working day (Monday to Friday inclusive) excluding statutory and other holidays (i.e., New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day) and any other day on which the Township has elected to be closed for business..
- 1.1.3 **"Change Notice"** means a change notice issued by the Township in accordance with section 10.1.
- 1.1.4 **"Day"** means a calendar day.
- 1.1.5 **"Event of Default"** means any of the following:
- 1.1.5.1 an Insolvency Event;
 - 1.1.5.2 the Contractor fails to perform any of the Contractor's obligations under this Agreement;
 - 1.1.5.3 any representation or warranty made by the Contractor in this Agreement is untrue or incorrect.
- 1.1.6 **"Insolvency Event"** means any of the following:
- 1.1.6.1 an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up;
 - 1.1.6.2 the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency;
 - 1.1.6.3 a bankruptcy petition is filed or presented against the Contractor or a quotation under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor;
 - 1.1.6.4 a receiver or receiver-manager is appointed for any of the Contractor's property; or
 - 1.1.6.5 the Contractor ceases, in the Township's reasonable opinion, to carry on business as a going concern.
- 1.1.7 **"Personal Information"** has the meaning assigned in the *Municipal Freedom of Information and Protection of Privacy Act and Regulations*.
- 1.1.8 **"Services"** means the Contractor's duties and responsibilities to the Township as described in Schedule "A".
- 1.1.9 **"Term"** means the term of this Agreement as set out in Schedule "A", and where applicable includes any renewal thereof.
- 1.2 The captions or headings appearing in this Agreement are inserted for convenience of reference only, and shall not affect the interpretation of any provision in it.
- 1.3 Whenever the singular or masculine is used in this Agreement, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context or the parties so require.
- 1.4 In this Agreement, unless expressly provided otherwise, in the event of any conflict or inconsistency between or among the provisions of this Agreement and any other documents forming a part of this Agreement, the documents shall govern and take precedence in the following order:
- 1.4.1 Change Notices, with the most recent taking precedence;

- 1.4.2 this Agreement;
- 1.4.3 Schedule "A"
- 1.4.4 Schedule "C"
- 1.4.5 Schedule "D"
- 1.4.6 Schedule "B"

2. CONTRACTOR'S DUTIES AND RESPONSIBILITIES TO THE TOWNSHIP

- 2.1. The Contractor must render the Services to the Township under this Agreement with that degree of care, skill and diligence normally provided by Contractors having similar qualifications in the performance of duties of a similar nature to that contemplated by this Agreement at the time and place that such services are rendered and more particularly set out in the RFQ and the Quotation, and ensure that all persons employed or retained by the Contractor to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.
- 2.2. The Contractor must charge for the performance of all of the Services only the fees and disbursements authorized under this Agreement. Unless the Township agrees otherwise in writing, the Contractor must supply and pay for all labour, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Services.
- 2.3. The Contractor must perform the Services to be provided under this Agreement within the time limits specified in the RFQ and the Quotation or, if no time limit is specified for a particular component of the Services, the Contractor must perform such component of the Services promptly, it being acknowledged and agreed that time is of the essence of this Agreement.
- 2.4. The Contractor must comply with any reasonable instructions given to the Contractor (in writing or otherwise) by the Township from time to time with respect to the performance of the Services.
- 2.5. The Contractor must obtain and maintain throughout the Term the insurance required under Schedule "C" of this Agreement.
- 2.6. Without limiting the generality of section 2.5, the Contractor must comply with, and must ensure that any permitted sub-Contractors comply with, all applicable occupational health and safety laws in relation to the Services, including the *Occupational Health and Safety Act and Regulations* and *Workplace Safety and Insurance Act and Regulations* thereunder.
- 2.7. The Contractor must perform the Services in compliance with all applicable laws.
- 2.8. The Contractor shall indemnify and hold harmless the Township, its elected and other officials, officers, employees, agents, servants, representatives, and volunteers (collectively, the "Township Parties") from and against any and all liability, loss, claims, actions, causes of action, legal proceedings and expenses, including but not limited to legal expenses (collectively, "Claims"), suffered, sustained or incurred by the Township Parties or any of them to the extent such Claims arise as a result of any errors, or willful, or negligent acts or omissions, or breach of any terms of this Agreement by the Contractor, the Contractor's officers, directors, employees, sub-Contractors, agents, representatives or volunteers (collectively, the "Contractor Parties") in the course of providing services pursuant to this Agreement.

This indemnity shall survive the termination, completion, or expiry of this Agreement. Any risk that Claims against the Township may be made after the termination, completion, or expiry of this Agreement is assumed entirely by the Contractor.

Without limiting the foregoing, the Contractor shall indemnify and hold harmless the Township from and against, and shall pay to the Township promptly on demand any amount in respect of, any loss or damage to the Township's property and facilities that arises as a result of the use of

the property or facilities by the Contractor Parties under the terms of this Agreement.

- 2.9 If one or more individuals are specified as "Key Personnel" of the Contractor in the Quotation, the Contractor must cause those individuals to perform the Services on the Contractor's behalf, unless the Township otherwise approves in writing, which approval must not be unreasonably withheld.

3. TOWNSHIP'S DUTIES AND RESPONSIBILITIES TO THE CONTRACTOR

- 3.1 Township must make available to the Contractor all relevant information or data pertinent to the Services which is in the hands of the Township and is required by the Contractor and instruct the Contractor to the extent of the Township's ability as to the Township's total requirements in connection with the Services. The Contractor will be entitled to rely upon the accuracy and completeness of such information and data furnished by the Township, except where it is stated otherwise or unreasonable to do so.
- 3.2 Where the Township has provided an instruction under section 2.4 other than in writing, and the Contractor has requested written confirmation, the Township must give written confirmation of the instruction to the Contractor as soon as reasonably practicable. A request for written confirmation by the Contractor shall not relieve the Contractor from complying with the instruction at the time the instruction is given.
- 3.3 Upon the request of the Contractor, the Township will authorize the Contractor to act as its agent for such purposes as are necessary to the Contractor providing the Services.
- 3.4 The Township must give reasonably prompt consideration to all draft reports, drawings, quotations and other documents relating to the Services provided to the Township by the Contractor, and, whenever prompt action is necessary, where possible, inform the Contractor of a decision in such reasonable time so as not to delay the services of the Contractor.

4. FEES & EXPENSES

- 4.1 The Township shall pay to the Contractor for the Services rendered under this Agreement fees, at the hourly rate indicated in Schedule "B".
- 4.1. The Contractor will be paid for the Services on a monthly basis. The Township's payment policy is to pay within thirty (30) Days from the date of receipt of invoice. Invoices issued by the Contractor must be in a form satisfactory to the Township. Final payment will be made upon the submission of completed works including reports, contract documents, drawings, etc. The invoices submitted shall indicate the person hours expended on the Services in each category with other costs detailed as appropriate. Final billing must be received within thirty (30) days of the completion of the Services.
- 4.2. Without limiting section 2.8, the Township may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Township, its officers, employees, servants, agents and contractors against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Township to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Township.
- 4.3. Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
- 4.4. Except as provided in this Agreement, or as otherwise agreed in writing, the Township shall not be liable to pay or reimburse the Contractor for any costs incurred or expenditures made or purported to be made by the Contractor on behalf of the Township.

- 4.5. The Contractor must, for a period of not less than seven (7) years following the expiry or earlier termination of this Agreement, keep and maintain accurate time sheets, proper accounts and records of all expenditures in connection with the Services performed under this Agreement, including without limitation all wages paid to the Contractor's employees, and these shall at all times be open to audit and inspection by the authorized representative of the Township.
- 4.6. The Contractor must submit monthly statements and vouchers to the Township to verify all Disbursements.
- 4.8. Disbursements incurred by the Contractor in rendering the Services may include the following:
 - 4.8.1 All the Contractor's direct costs of reasonable office photocopying, printing, reproductions, mailing, packaging, shipping, deliveries and duties, long distance telephone charges, telecopies and other normal disbursements necessarily incurred by the Contractor in connection with the performance of this Agreement.
 - 4.8.2 Travel, Subsistence, Lodging – will NOT be allowed.

5. DEFAULT AND TERMINATION

- 5.1. On the happening of an Event of Default, or at any time thereafter, the Township may, at its option, elect to do any one or more of the following:
 - 5.1.1. by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
 - 5.1.2. pursue any remedy or take any other action available to it at law or in equity; or
 - 5.1.3. by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 5.1.1.
- 5.2. In addition to the Township's right to terminate this Agreement under section 5.1.3 on the happening of an Event of Default, the Township may terminate this Agreement for any reason by giving at least 10 Business Days' written notice of termination to the Contractor.
- 5.3. If the Township terminates this Agreement under section 5.2:
 - 5.3.1. the Township must, within 30 Days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in the Quotation which corresponds with the portion of the Services that was completed to the Township's satisfaction before termination of this Agreement; and
 - 5.3.2. the Contractor must, within 30 Days of such termination, repay to the Township any paid portion of the fees and expenses described in the Quotation which corresponds with the portion of the Services that the Township has notified the Contractor in writing was not completed to the Township's satisfaction before termination of this Agreement.
- 5.4. The payment by the Township of the amount described in section 5.3.1 discharges the Township from all liability to make payments to the Contractor under this Agreement.
- 5.5. If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Township of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

6. DISPUTE RESOLUTION

- 6.1. If requested in writing by either the Township or the Contractor, the Township and the Contractor shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by first entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) Days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to the Arbitration Act (Ontario).
- 6.2. No one shall be nominated to act as an arbitrator who is in any way financially interested in the provision of the Services or in the business affairs of either the Township or the Contractor.
- 6.3. If the parties cannot agree on the choice of an arbitrator each party shall select a nominee and the nominees shall jointly appoint an arbitrator.
- 6.4. The award of the arbitrator shall be final and binding upon the parties.
- 6.5. Costs of the arbitration must be divided equally between the parties.

7. CONFIDENTIALITY AND OWNERSHIP

- 7.1. The Contractor must not disclose any information, data or secret of the Township to any person other than representatives of the Township duly designated for that purpose, in writing, by the Township and must not use for the Contractor's own purposes or for any purpose other than those of the Township, any information, data or secret the Contractor may acquire as a result of being engaged pursuant to this Agreement. These obligations of confidentiality shall not apply to information which was or is already public or which is required to be disclosed by law or court order.
- 7.2. The Contractor must not, during the term of this Agreement, perform a service for, or provide advice to any person, firm or corporation, which gives rise to a conflict of interest between the obligations of the Contractor under this Agreement and the obligation of the Contractor to such other person, firm or corporation.
- 7.3. All plans, maps, reports, specifications, manuals, preliminary drafts, copies, data, software, programs and information and all other property and materials which are produced under this Agreement, and all intellectual property and proprietary rights whatsoever therein, including without limitation all copyright, are and will remain the property of the Township even though the Contractor or another party has physical possession of them. Until the termination of this Agreement, the Contractor may retain copies, including reproducible copies of maps, reports, manuals, data or information in connection with the Services. The Contractor must not use the maps, reports, manuals, plans, specifications, preliminary drafts, copies, data, software, programs, information or other property and materials which are produced under this Agreement on other projects or for other clients except with written consent from the Township.
- 7.4. Upon termination of this Agreement, the Contractor must turn over to the Township, an original copy of all maps, reports, plans, specifications, manuals, preliminary drafts, copies, data, software, programs and information and all other property and materials produced under this Agreement.
- 7.5. The parties to this Agreement recognize that a breach by the Contractor of any of the requirements contained in paragraphs 7.1 to 7.4 hereof would result in damages to the Township and that the Township could not adequately be compensated for such damages by monetary award. Accordingly, the Contractor agrees that, in the event of any such breach, in

addition to all other remedies available to the Township at law or in equity, the Township shall be entitled as a matter of right to apply to a court of competent equitable jurisdiction for such relief by way of restraining order, injunction, decree or otherwise as may be appropriate to ensure compliance with this article.

- 7.6. It is understood and agreed that the agreements contained in paragraphs 7.1 to 7.5 shall subsist even if the rest of this Agreement shall be terminated for any reason whatsoever and that those paragraphs are severable for such purpose.

8. NOTICES

- 8.1. Unless otherwise specified herein, any notice required to be given hereunder by any party shall be deemed to have been well and sufficiently given if mailed by prepaid registered mail, sent by facsimile to or delivered at the address of the other party set forth in section 8.2 or 8.3, as applicable, or at such other address as the other party may from time to time direct, in writing, and any such Notice will be deemed to have been received seventy-two (72) hours after the time of mailing or faxing and, if delivered, upon the date of delivery. If normal mail service or facsimile is interrupted by strike, slow down, force majeure or other cause, then a notice sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the notice shall utilize any other such services which have not been so interrupted or shall deliver such notice in order to ensure prompt receipt thereof.

- 8.2. The address for service for the Township is as follows:
Box 220, 6 Oak Street
Lancaster, ON K0C 1N0
phone: 613-347-1166

- 8.3. The address for service for the Contractor is as follows:
HGC Management Inc.
50 Shaver Street, R.R. #8
Brantford, ON N3T 5M1
519-754-4732
hgcmangement.ca

9. PERSONAL INFORMATION SECURITY AND CONFIDENTIALITY

- 9.1. The Contractor, which for purposes of this Article 9 includes any sub-Contractor and employee of the Contractor, must, in relation to personal information comply with the requirements of the Municipal Freedom of Information and Protection of Privacy Act (the "Act") applicable to the Contractor as a service provider, including any applicable order of the Commissioner under the Act, and any direction given by the Township under this Agreement.
- 9.2. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to the Contractor as a service provider, and understands the obligations set out in Article 9 of this Agreement.
- 9.3. The Contractor must treat as confidential all personal information in the material provided by the Township and all other information accessed or obtained by the Contractor, whether verbally, electronically or otherwise, as a result of this Agreement, and not permit its disclosure or use without the Township's prior written consent.
- 9.4. Unless the Township otherwise directs, the Contractor may only use personal information provided to it by the Township or otherwise obtained by the Contractor as a result of this Agreement, if that use is for the performance of the Contractor's obligations as required under

this Agreement and is in accordance with the Act.

- 9.5. Unless otherwise directed and authorized by the Township, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations specified in this Agreement, and such collection or creation must be in accordance with the Act.
- 9.6. In relation to records in the Contractor's possession that contain personal information provided by the Township, or otherwise obtained by the Contractor as a result of this Agreement, unless the Agreement otherwise specifies, the Contractor must dispose of them or deliver them as directed by the Township.
- 9.7. In response to access requests to the Township under the Act for records in the Contractor's possession, either obtained or produced by the Contractor as a result of this Agreement, unless the Agreement otherwise specifies, the Contractor must co-operate with the Township and deliver the relevant records as directed by the Township. For the purposes of this section 9.7, "record" has the meaning assigned in the Act.
- 9.8. The Contractor must at all times ensure the confidentiality and security of the personal information in its custody and make reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure, or disposal, including any security arrangements expressly set out in the Agreement.
- 9.9. The Contractor must not disclose personal information to any person other than the Township. If the Contractor receives a request for access to personal information from a person other than the Township, the Contractor must promptly advise the person to contact the Township.
- 9.10. If the Contractor knows there has been unauthorized disclosure of personal information in its custody or under its control, the Contractor must immediately notify the Township.
- 9.11. The Township may, at any reasonable time, and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to its management of personal information and the Contractor must permit, and provide reasonable assistance to, any such inspection.

10. CHANGE NOTICES

- 10.1. The Township may issue to the Contractor a Change Notice to make changes to the Services, omit part of the Services, or require additional Services. A Change Notice shall form a schedule to this Agreement and the terms of the Change Notice shall prevail over any other provision of the Agreement, in the event of an inconsistency between them. The Township and the Contractor shall appraise the value of the changes to the work specified by the Change Notice, and within sixty (60) Days of receipt of the Change Notice, agree on the new price to be paid for the work or the reduction in the fee payable to the Contractor.

11. NO DUTY OF CARE

- 11.1. The Contractor acknowledges that the Township, in the preparation of the contract documents, supply of oral or written information to Contractors, or the carrying out of the Township's responsibilities under this Agreement, does not owe a duty of care to the Contractor and the Contractor waives for itself, its successors and assigns, the right to sue the Township in tort for any loss, including economic loss, damage, cost or expense arising from or connected with any error, omission or misrepresentation occurring in the preparation of this Agreement, or carrying out of the Township's responsibilities under this Agreement, with the exception of fraud on the Township's part.

12. WAIVER

- 12.1. Except as may be specifically agreed in writing, no action or failure to act by the Township or the Contractor shall constitute a waiver of any right or duty afforded any of them under this Agreement nor shall any such action or failure to act constitute an approval of or acquiescence in any breach of this Agreement.

13. RELATIONSHIP

- 13.1. The legal relationship between the Contractor and the Township arising pursuant to this Agreement is that of an independent contractor and purchaser of services, and, in particular and without limiting the generality of the foregoing, nothing in this Agreement shall be construed so as to render the relationship between the Contractor and the Township to be that of employee and employer. The Contractor must not do anything that would result in personnel hired or used by the Contractor or a sub-Contractor in relation to providing the Services being considered employees of the Township.

14. VALIDITY

- 14.1. If any part of this Agreement is or is declared invalid, the remainder shall continue in full force and effect and be construed as if the Agreement had been executed without the invalid portion.

15. LAW

- 15.1. This Agreement shall be governed by and construed in accordance with the laws in force from time to time in the Province of Ontario.
- 15.2. Nothing in this Agreement shall prejudice or impair the Township in the exercise of any of its rights, powers and privileges under any law, bylaw, order or regulation or in equity all of which may be fully and effectively exercised by the Township as if this Agreement had not been made by the parties, provided that the foregoing shall not restrict the rights and remedies of the Contractor arising from a breach of this Agreement by the Township.

16. EXECUTION

- 16.1. Each of the parties must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

17. TRANSFER OF INTEREST

- 17.1. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns. The Contractor must not assign, subcontract, or transfer any interest in this Agreement without the prior written consent of the Township.

18. REPRESENTATIONS AND WARRANTIES

- 18.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Township as follows:
- 18.1.1. All information, statements, documents and reports furnished or submitted by the Contractor to the Township in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct;
- 18.1.2. The Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved sub contractual agreements in place and available to enable the Contractor to fully perform the Services;

- 18.1.3. The Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement;
- 18.1.4. This Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms; and
- 18.1.5. If the Contractor is not an individual, the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor.

19. PERFORMANCE STANDARDS

- 19.1. At the conclusion of the Contract, the Contractor may be evaluated on their Contract performance. In addition, if requested, a debriefing meeting with the Contractor may be arranged.

20. ENTIRE AGREEMENT

- 20.1. This Agreement constitutes the entire Agreement between the Township and the Contractor and supersedes all previous expectations, understandings, communications, representations, and agreements whether verbal or written between the Township and the Contractor with respect to the Services and may not be modified except by subsequent agreement in writing executed by the Township and the Contractor.

IN WITNESS WHERE OF the Township and the Contractor have executed this Agreement.

THE CORPORATION OF THE TOWNSHIP OF
SOUTH GLENGARRY on the 21st day of APRIL, 2022)
by its Authorized Signatory)

Authorized Signature

Mayor

Title

Lyle Warden

Printed Name

Authorized Signature

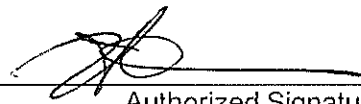
GM Corporate Services/Clerk

Title

Kelli Campeau

Printed Name

HGC MANAGEMENT INC.
on the 21st day of APRIL, 2022)
by its Authorized Signatory)



Authorized Signature

PRESIDENT

Title

H. LAMBARTON

Printed Name



Witness

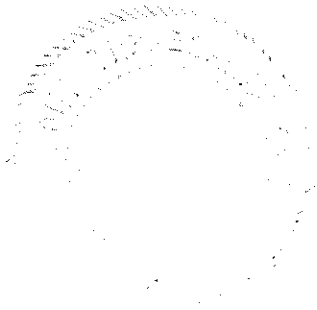
Rajan Pathak

Printed Name

SCHEDULE "A"

The RFQ

See Attached



SCHEDULE "B"

The Quotation

See Attached

SCHEDULE "C"

INSURANCE

1.0 The Contractor shall, at its own expense, provide and maintain until the completion of the Services the following insurance in a form acceptable to the Township with an insurer licenced in Ontario:

1.1	Commercial General Liability per occurrence	\$5,000,000.00
1.2	Professional Liability	\$5,000,000.00
1.3	Automobile Insurance (owned and non-owned)	\$2,000,000.00

The applicant shall provide the Township with a certificate of insurance evidencing coverage as noted above. Such policies shall not be cancelled, changed or lapsed unless the Insurer notifies the Township in writing at least thirty (30) days prior to the effective date of such cancellation, material change or lapse. The insurance policy will be in a form and with a company licensed to write business in the Province of Ontario and which are, in all respects, acceptable to the Township. The applicant remains responsible for maintaining the required insurance for the entire contract period.

Any deductible amounts in the foregoing insurance which are payable by the policyholder shall be in an amount acceptable to the Township.

2.0 The Contractor shall provide the Township with a certificate or certificates of insurance as evidence that such insurance is in force including evidence of any insurance renewal or policy or policies.

3.0 Maintenance of such insurance and the performance by the Contractor of their obligation under this clause shall not relieve the Contractor of liability under the indemnify provisions set forth in this Agreement.

SCHEDULE "D"

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

In any case where the Contractor or the Contractor's employees shall be working alongside, interacting with or working in the vicinity of South Glengarry employees in the performance of the contract, the Contractor shall ensure that all its employees are familiar with and comply with the following Township policies:

1. Appropriate Use, Care and Security of Electronic Resources – HR-200-09
2. Occupational Health & Safety – HR-600-01
3. Management of Substance Abuse – HR-600-02
4. Workplace Violence and Harassment Policy

STAFF REPORT

S.R. No. 65-2022

PREPARED BY: Tim Mills, Chief Administrative Officer

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: May 16, 2022

SUBJECT: Vaccination Verification Policy – May Review

BACKGROUND:

1. On October 4, 2021, Council adopted Policy 06-2021, being a Vaccination Verification Policy – COVID-19 at the recommendation of the Medical Officer of Health.
2. As of April 27th, 2022, the government of Ontario lifted all public health orders. Administration has continued to monitor the COVID-19 situation in our area and throughout the Province.
3. At the April 18th Council meeting, Council received a Staff Report to review Policy 06-2021 and decided to maintain the policy for the time being and requested that the policy be brought forward on a monthly basis for review.

ANALYSIS:

4. Council should consider the following in determining whether or not to rescind or maintain the policy:
 - Employers are legally required under the *Occupational Health and Safety Act* to take every reasonable precaution to protect the health and safety of workers. This includes protecting workers from hazards posed by infectious disease.
 - Due to our relatively small workforce, a COVID-19 outbreak in one of our workplaces could impact service delivery.
 - At present, all employees are compliant with the policy; ten (10) firefighters are inactive due to non-compliance. Rescinding the policy would allow those firefighters to return to active duty.
5. Regardless of Council's decision (ie. to rescind or maintain the policy), Administration will continue to monitor the COVID-19 situation closely and adjustments may be necessary based on recommendations by government health officials from federal, provincial or local health agencies.

IMPACT ON 2022 BUDGET:

N/A

ALIGNMENT WITH STRATEGIC PLAN:

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

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 65-2022 be received and that the Council of the Township of South Glengarry:


(choose one)

Option A: hereby rescinds Policy 06-2021 being the Vaccination Verification Policy.

Option B: hereby rescinds Policy 06-2021, being the Vaccination Verification Policy, effective May 30, 2022.

Option C: direct that Policy 06-2021, being the Vaccination Verification Policy, remain in place until further review.

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

South Glengarry				POLICY
Policy Number:	06-2021		Review Frequency:	6 Months
Approved By:	Council of the Township of South Glengarry	Date Approved:	October 4 th , 2021	
		Revision Date:		
Subject:	Vaccination Verification Policy Coronavirus (Covid-19)			

Policy Statement

The Township of South Glengarry (the “**Township**”) is committed to taking every precaution reasonable in the circumstances for the protection of the health and safety of workers from the hazards of COVID-19. This mandatory workplace vaccination verification Policy is an important measure that complements other workplace health and safety measures in place in accordance with applicable governing legislation.

This Policy may be amended as new public health directives and/or provincial or federal government legislation, regulations and/or orders are formalized. Any such directives, legislation, regulations, or orders shall take precedence until such time as this Policy may be amended to conform to the new requirements.

At the time that this Policy is being implemented, the Province of Ontario is experiencing the fourth wave of the COVID-19 pandemic, driven by variants that are more transmissible and that cause more serious health issues. The Province has also introduced a “vaccine passport” in recognition of the efficacy of vaccination. This Policy is being implemented to ensure that all employees (full-time, part-time, casual, contract seasonal), Township Council, volunteer firefighters, volunteers, and student placements, take appropriate steps, including immunization and regular testing, to minimize the risk of infection and to reduce the risk of transmission to others.

Purpose

The purpose of this Policy is to mandate that all employees (full-time, part-time, casual, contract seasonal), Township Council, volunteer firefighters, volunteers, and student placements and any other persons deemed reasonable in the circumstances (all of which are referred to hereinafter as “**workers**”), be fully vaccinated, as defined by the Ministry of Health, with an approved Health Canada or World Health Organization COVID-19 vaccine (or approved series of vaccines), and any subsequent recommended

boosters as required, unless exempted for legitimate reasons and accommodated under the *Human Rights Code*.

Scope

This Policy applies to all existing Township workers and is a condition of employment/engagement/appointment for all future hires, engagements, appointments while this Policy is in effect. It requires workers to be fully vaccinated from the COVID-19 virus, to receive any subsequent boosters, and requires workers to provide acceptable proof of vaccination or exemption status.

Policy

The Township has a duty to ensure a safe workplace for workers and a safe environment for residents and other third parties using or accessing Township facilities and services. The Township takes this responsibility seriously and is taking every reasonable measure to keep its workers, as well as its residents, safe. The COVID-19 vaccine is the most effective way to reduce morbidity and mortality associated with this disease, as well as contain the spread of this highly transmissible virus to others. This COVID-19 vaccination Policy and its implementation is intended to protect the Township's workers and residents, all of whom are interacting within the organization.

Proof of Vaccination

All workers are required to provide proof of vaccination status no later than October 15th, 2021, in the form of a Ministry of Health email vaccine proof or a copy of a vaccine receipt from the Ministry of Health. Individuals with an Ontario photo health card can log into the provincial portal to download or print an electronic COVID-19 vaccine receipt (PDF) for each dose received at <https://covid19.ontariohealth.ca>.

This proof must be submitted to the Human Resources Advisor. Workers who fail to provide proof of their vaccination status by October 15th, 2021 will be considered unvaccinated for the purposes of this Policy and be subject to the actions set out in this Policy.

Workers who are not fully vaccinated but provide written proof of having received a first dose of vaccine as of October 15th, 2021 must receive a second dose of vaccine by November 5th, 2021 and provide proof of full vaccination status by no later than November 19th, 2021.

All information pertaining to vaccination status and any request for accommodation will be treated as confidential by the Township. All collection, use and disclosure of such information will be limited to the purposes this Policy, including implementation and compliance, and as otherwise required by law. The information will be kept in accordance with the Township's Records Management Policy and privacy legislation.

Accommodation

The Township will comply with its obligations under human rights legislation to participate in accommodation discussions with individuals who advise of a substantiated, valid legal exemption under the *Ontario Human Rights Code* to receiving the COVID-19 vaccination. Workers must advise the Township of such an exemption by no later than October 15th, 2021. The Township reserves the right to request additional information or documents as required.

In the event of a request for accommodation, sufficient proof of the ground (disability and/or creed) and the connection between the ground and the inability to be vaccinated must be provided.

Where the ground is disability, a note must be provided by either a Physician or Nurse Practitioner that sets out:

- confirmation that the person has a disability (but not the nature of the disability or the diagnosis)
- confirmation that the person cannot be vaccinated against COVID-19 due to the disability; and
- the effective time period for which the disability will prevent vaccination.

Where the ground is creed, the person must identify the creed, confirm that they are an adherent of that creed, and explain how their belief system prohibits being vaccinated against COVID-19. Further information may also be required.

Where the medical exemption is time limited, the Human Resources Advisor will follow up with the worker following the medical exemption's expiry to determine the worker's exemption or vaccination status.

The Township has identified disability and creed but will also consider other grounds claimed under the *Human Rights Code* upon request from the affected worker and the provision of evidence appropriate in the circumstances.

It is incumbent on the worker to participate in discussions about a reasonable accommodation plan and provide information as may be required.

Non-Compliance & Restrictions

Workers who:

- do not have a legitimate exemption from vaccination and an approved accommodation plan with the Township;
- have not submitted proof of 1st or full dose vaccination status by October 15th, 2021; or
- have not been fully vaccinated against COVID-19 by the applicable date specified herein;

are considered to be in non-compliance with this Policy and shall not be permitted to enter the workplace for any reason as of October 15th, 2021, or as soon as they become non-compliant (if later than October 15th, 2021). Such workers may elect to request vacation leave, other accrued entitlements, or a leave of absence without pay. Employees who refuse to be vaccinated as required by this Policy, for reasons other than legitimate grounds under the *Human Rights Code*, will not be accommodated and will not have the ability to work from home.

New Hires

All offers of employment/engagement/appointment after October 15, 2021, will be conditional on the individual providing proof of the following:

- full vaccination status; or
- a substantiated, valid legal exemption under the *Ontario Human Rights Code* to receiving the COVID-19 vaccination.

Failure to do so will result in the offer becoming void due to the condition not being met and the individual being unable to become employed/engaged/appointed with the Township.

Antigen Testing

Workers who have only received a first vaccine dose and those who are being accommodated under the *Human Rights Code* will be required to perform Antigen Testing, at a frequency of not less than 2x/week (or such other frequency as the Township may deem appropriate), beginning October 18th, 2021. This will continue until the worker provides proof of full vaccination and 14 days have elapsed from the worker's final vaccination dose. A test must be taken with a negative result on the day of the worker's first attendance at the workplace in a week (Monday to Sunday). A second test must be taken, with a negative result, on the later of: (a) the fourth day after the first attendance; or (b) the day of the worker's next attendance at the

workplace. Workers will confirm participation in this process, as well as verification of negative test results, via self-attestation.

Those workers that are to be accommodated must complete regular rapid antigen point of care testing for COVID-19, at a minimum of two (2) times a week, or such shorter period as directed by the Township. Upon completion of testing, the employee will need to disclose and provide verification of the negative test result to Human Resources.

v. Testing will be done by Cornwall SDG Paramedics at Paramedic HQ (601 Campbell Street, Cornwall) on Mondays and Fridays

vi. The hours for testing will be from 6:00 a.m. to 9:00 a.m.

vii. Workers being tested will need to have the test complete prior to regular hours of work and be ready to start work with the proper documentation.

viii. Workers, not ready to begin their shift with the proper testing documentation, are subject to possible discipline.

Unvaccinated workers will confirm participation in this process as well as verification of negative test results, via self-attestation.

Mandatory COVID-19 Vaccination Education

To ensure that all workers subject to this Policy are adequately educated about COVID-19 and the COVID-19 vaccines, any unvaccinated workers (including those with a valid medical exemption and those who do not disclose their vaccination status by October 15th, 2021), must complete a mandatory COVID-19 vaccination education program that has been approved by the Township on the risks of being unvaccinated in the workplace.

Employee Support

High vaccination rates against COVID-19 are effective in reducing the spread of COVID-19. The Township supports workers in becoming fully vaccinated against COVID-19 by providing:

- paid sick leave for all regular full-time employees for COVID-19-related absences as per Township policies;
- where operationally feasible, reasonable arrangements to allow for employees to attend COVID-19 vaccination clinics during work time; and

- allotted work hours to complete education sessions on how COVID-19 vaccines work and their benefits, vaccine safety, the risks of not being vaccinated and the possible side effects of the vaccine

Continued compliance with health and safety control

All workers must continue to use personal protective equipment and abide by the Township's health and safety protocols whether they have been vaccinated against COVID-19 or not. This includes complying with infection prevention and control practices, such as handwashing and sanitizing, wearing a mask, and informing management if they experience any symptoms related to COVID-19. Unvaccinated individuals may be required to adhere to additional safety precautions.

Responsibilities

Employer is responsible for:

- Ensuring proper application of this Policy;
- Ensuring information and resources promoting the importance of being vaccinated and following current health and safety protocols to prevent the spread of COVID-19 are provided to employees;
- Ensuring employee vaccination status information is collected, maintained, and disclosed in accordance with this Policy and privacy legislation;
- Ensuring that employees who are not fully vaccinated have provided required medical proof of exemption or have completed the mandatory COVID-19 educational course;
- Accommodating employees who are legally entitled to accommodation with the employer's obligation to comply with exemptions protected by the *Ontario Human Rights Code*;

General Managers/Directors/Supervisors are responsible for:

- Reviewing and managing accommodation requests, in consultation with Human Resources;
- Ensuring that for new hires the condition requiring vaccination or exemption is satisfied prior to the individual working for the Township;
- In outbreak situations, ensuring that non-vaccinated employees are not assigned work in situations where transmission is likely ;
- Providing employees and students with access to information about COVID-19 health and safety protocols and COVID-19 vaccines;

- Ensuring employees are following health and safety protocols including being vaccinated against COVID-19;

Human Resources is responsible for:

- Collecting and maintaining vaccination status information;
- Ensuring COVID-19 education course is available to employees;
- Providing guidance and support to managers and supervisors to assist with developing and managing employee accommodation plans;
- Ensuring all future hires are aware of and meet the requirements of this Policy;

Employees are responsible for:

- Providing proof of COVID-19 vaccination status;
- Providing proof of legitimate exemption if they are not fully vaccinated;
- Completing the mandatory COVID-19 educational course if proof of vaccination was not provided;
- Advising their manager or supervisor of the need for accommodation and providing supporting documentation or information as may be required;
- Educating themselves about COVID-19 and COVID-19 vaccinations;
- Continuing to follow health and safety protocols to prevent the spread of COVID-19 before and after vaccination;
- Maintaining their vaccination status including obtaining boosters as they are required and providing proof of full vaccination in accordance with this Policy;

PRIVACY AND CONFIDENTIALITY

All information pertaining to vaccination status and any request for accommodation will be treated as confidential by the Township. All collection, use and disclosure of such information will be limited to the purpose of implementing this Policy. The information will be kept in a secure location and will be destroyed when it is no longer needed.

Monitoring and Compliance

Any breaches of this Policy, including dishonesty regarding vaccination status or test results will result in disciplinary action up to and including termination of employment.

Authority and Related Policies

Ontario *Human Rights Code*, Occupational Health And Safety Act, Human Resources Policies and Procedures.

Definitions

Antigen Testing:

Antigen based tests detect specific proteins on the surface of the virus. These are often called rapid tests, as they typically provide results in less than an hour.

COVID-19:

COVID-19 is an acute respiratory illness caused by the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) virus. It can be characterized by fever, cough, shortness of breath and a number of other symptoms.

Workers:

Individuals who perform work for/with the Township. For the purpose of this Policy, this shall include: employees (full-time, part-time, casual, contract seasonal, volunteer firefighters), Township Council, volunteers, and student placements.

Full Vaccination:

Individuals will be deemed to have been fully vaccinated if they have received the full series of a COVID-19 vaccine or combination of COVID-19 vaccines approved by Health Canada (e.g., two doses of a two-dose vaccine series, or one dose of a single-dose vaccine series); and 14 days have elapsed from the final dose.

Ontario *Human Rights Code*:

The Ontario *Human Rights Code* prohibits differential treatment with respect to employment on the basis of certain enumerated grounds, including disability and creed (commonly referred to as "religion"), and requires accommodation to the point of undue hardship.

Contact

For more information on this Policy, contact: Tim Mills, Chief Administrative Officer
tmills@southglengarry.com
613-347-1166 x 2101

Resources:

COVID-19

- Government of Canada – <https://www.canada.ca/en/public-health/services/diseases/coronavirus-disease-covid-19.html>
- Public Health Ontario – <https://www.publichealthontario.ca/en/diseases-and-conditions/infectious-diseases/respiratory-diseases/novel-coronavirus>
- World Health Organization – https://www.who.int/health-topics/coronavirus#tab=tab_1
- Centers for Disease Control and Prevention – <https://www.cdc.gov/coronavirus/2019-ncov/your-health/about-covid-19.html>
- Government of Ontario - https://www.health.gov.on.ca/en/pro/programs/publichealth/coronavirus/docs/directives/vaccination_Policy_in_health_settings.pdf

Immunization

- Government of Canada's *Canadian Immunization Guide* – <https://www.canada.ca/en/public-health/services/canadian-immunization-guide.html>
- Government of Canada's *National Advisory Committee on Immunization (Statements & Publications)* – <https://www.canada.ca/en/public-health/services/immunization/national-advisory-committee-on-immunization-naci.html>
- Government of Canada's *Vaccine Safety in Canada* – <https://www.canada.ca/content/dam/phac-aspc/documents/services/publications/healthy-living/immunization-vaccine/vaccine-safety-poster-eng.pdf>
- Government of Canada's *Approved COVID-19 Vaccines* – <https://www.canada.ca/en/health-canada/services/drugs-health-products/covid19-industry/drugs-vaccines-treatments/vaccines.html>
- Ottawa Public Health's *COVID-19 Vaccination in Ottawa* – <https://www.ottawapublichealth.ca/en/public-health-topics/covid-19-vaccine.aspx>



Employee Disclosure

Current Status (Please check off the applicable box, complete the information below, and attach a copy of the required supporting documentation):

A. ☐ I confirm that as of the time of completing this form, I have received all required doses of a COVID-19 Vaccine. I have received one dose of a COVID-19 Vaccine on _____, 2021, and I have received a second dose of a COVID-19 Vaccine on _____, 2021. Proof of my vaccinations is enclosed.

B. ☐ I confirm that as of the time of completing this form, I have not yet received all required doses of a COVID-19 Vaccine. I have received one dose of a COVID-19 Vaccine on _____, 2021. Proof of my first vaccination is enclosed.

C. ☐ I confirm that as of the time of completing this form, I have not received any doses of a COVID-19 Vaccine OR I am not disclosing my vaccination status.

Confirmation of Reason (Completion required for anyone who has not checked off Box A or B above):

As I have indicated in the section above that I have not received all required doses of a COVID-19 Vaccine or have chosen not to disclose my vaccination status, I also confirm that my reason(s) for not having received all required doses of the COVID-19 Vaccine or not disclosing my status is fully described in the space provided below.

For example, if I intend to receive all required doses of a COVID-19 Vaccine, but I have not yet for any reason related to difficulty in access, including that I have not been able to get or attend all the necessary appointments, then I will provide that information below, along with any dates I currently have scheduled to receive the dose(s) of the COVID-19 Vaccine (if applicable).

If, however, I have chosen not to or am unable to receive a COVID-19 Vaccine, then I will provide that information below along with my reasons.

I understand that if I am unable to receive the COVID-19 Vaccine for reasons related to a human rights ground under the Ontario Human Rights Code, I must explain such reasons and grounds in the space provided below (diagnosis is NOT necessary). I may provide additional pages if I need additional space. Documentation supporting my statements below is enclosed.



Township of South Glengarry
6 Oak Street, P.O. Box 220, Lancaster, ON, K0C 1N0
T: (613) 347-1166 | F: (613) 347-3411
www.southglengarry.com

I understand that depending on the information provided, the Township may require further reasonable information, documentation, and/or confirmation from me and/or others to support the reason I have provided below and if applicable, to assist in efforts related to any accommodation required.

With my signature below, I confirm that I have received, reviewed, and understand the Township's COVID-19 Vaccination Policy. I consent to the collection, use, maintenance, and disclosure of the information requested and provided as set out in the policy. I understand that it is my ongoing obligation to update the information I have provided in this form by completing and submitting a new form to Human Resources immediately after any change in circumstance (including, but not limited to, my receiving one or two doses of the COVID-19 Vaccine) and/or in the event there is a change in the reasons I have provided for not receiving the COVID-19 Vaccine.

Date of Signature

Employee Signature

Contact Information

Cyndi DeVries
Human Resource Advisor
6 Oak Street, Lancaster ON
K0C 1N0
Telephone: 613-347-1166 x 2107
cdevries@southglengarry.com



STAFF REPORT

S.R. No. 66-2022

PREPARED BY: Joanne Haley, GM Planning, Building and Enforcement

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: May 16, 2022

SUBJECT: Regional Incentive Program Agreement- La Ferme Butte a La Bine Farm

BACKGROUND:

1. The Township of South Glengarry's Community Improvement Plan (CIP) contains the United Counties of SDG Regional Incentive Program (RIP). The County developed regional incentives to support broad economic development goals.
2. The United Counties of SDG received a RIP application from a home-based business and bed and breakfast in South Glengarry known as La Ferme Butte a La Bine Farm located at 5857 Glen Brook Road, Williamstown.
3. This application was reviewed and recommended by the Regional Incentives Advisory Committee (RIPAC) and approved by County Council on October 18, 2021.

ANALYSIS:

4. In order for the applicant to receive the funding, a signed agreement must be accepted and approved by all three parties involved – being the applicant, the United Counties of SDG and the Township of South Glengarry.
5. Attached to this staff report is a copy of the Agreement representing the approval of a Property Improvement Grant of 50% up to a maximum of \$10,000, which will result in the following improvements:
 - Natural pathway from driveway to B&B entry
 - Flagstone patio
 - Stairs
 - Fire pit
 - Septic System upgrade (approved at a later date by RIPAC)

IMPACT ON 2022 BUDGET:

6. There is no impact to the 2022 Budget as the funding for this project will be provided by the United Counties of SDG.



ALIGNMENT WITH STRATEGIC PLAN:

Goal 1: Enhance economic growth and prosperity.

Goal 3: Improve quality of life in our community

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 66-2022 be received and that the Corporation of the Township of South Glengarry enter into a Regional Incentives Program Financial Agreement with La Ferme Butte a La Bine Farm, located at 5857 Glen Brook Road and furthermore that the Mayor and Clerk be authorized to sign all relevant documents.

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



Regional Incentives Program Financial Agreement

Name of Business:

Ferme Butte et la Bine Farm



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STAY, DISCOVER, GROW REGIONAL INCENTIVES PROGRAM AGREEMENT

THIS AGREEMENT made this 22 day of October, 2021

BETWEEN: **Ferme Butte et la Bine Farm**

(hereinafter referred to as the “Applicant(s)”)

Of the First Part

and

THE UNITED COUNTIES OF STORMONT, DUNDAS AND GLENGARRY

-and-

THE CORPORATION OF THE

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

Of the Second Part

WHEREAS:

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

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

PART A: PARTICULARS OF THE PROPERTY AND GRANT

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

Property Owner(s):	Sylvianne Dutrisac
Property Owner (s):	Emeric Deslage
Authorized Applicant(s):	
(Local Municipality, Project Name, Date)	Ferme Butte et la Bine Farm – expansion of B& B and farm business (Township of South Glengarry)
Municipal Address:	5857 Glen Brook Road, Williamstown, ON, K0C2J0
Legal Description (Municipal Roll#):	0101006014560000
Telephone Number:	604-356-5009
Date of Approval:	October 18, 2021
Date of Amendment:	
Condition:	
Anticipated Commencement Date:	October 2020
Expected Completion Date:	October 18, 2022

Specific Program Funding:

Grant Stream:	Value of Grant
Façade Improvement Basic	\$ 382.97
Façade Improvement Enhanced	\$
Signage Improvement Basic	\$
Signage Improvement Enhanced	\$
Property Improvement	\$10,000
Building Improvement/Restoration Grant	\$10,000
Building Conversion/Expansion Grant of under 5,000 square feet	\$1,617.03
Building Conversion / Expansion Grant of over 5,000 square feet	\$
Feasibility, Design, and Study Grant	\$
Planning Application and Building Permit Fee Grant	\$
Total	\$22,000

All grants contemplated under this Agreement shall be paid on a one-time basis to the local municipality in which the Property is situated for distribution to the Applicant upon final approval of the Works upon which such grant is based. All works must be done in compliance with the Ontario Building Code and any requirements outlined by the host municipality. Grant payments will only be made after the work(s) have been completed and relevant permits closed. Candidates will also be required to provide invoices and proof of payment upon completion of their projects.

PART B: DEFINITIONS

For the purposes of this Agreement:

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

PART C: OBLIGATIONS, COVENANTS AND AGREEMENTS

Project Description:

TO expand the existing bed and breakfast by adding one additional guest room (previously one room, moving to two); to renovate the bathroom; conduct extensive landscaping; construct an Amish style shed to serve as a farmgate stand; install new commercial signage.

Complete all other works as outlined in their complete application.

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



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

The Applicant hereby agrees:

- a) The Applicant has applied for a grant, pursuant to the Program for the completion of the Works to the subject property and/or building(s) located thereon, which Application and the commitments made therein shall be deemed to form part of this Agreement.
- b) The Applicant confirms that the information contained within the Application was and is true and correct and that there has been no change in the information provided to the Committee in the said Application Form. The Applicant further acknowledges that the Committee has relied upon the information contained within the Application Form and the Applicant agrees that he, she, or it shall notify the Committee within seven (7) days of any change to the information provided in the said Application.
- c) The Applicant agrees to complete the Works to the subject property as set out in the Stay Discover Grow Regional Incentives Application that they submitted for this program.
- d) The Applicant acknowledges having reviewed this Agreement and agrees to be bound by the general and specific terms and conditions contained herein.
- e) The Applicant agrees to cooperate fully with the County and local municipality in respect of the grant processes contemplated by this Agreement and, further thereto, to provide any and all further documentation subsequently requested by the Review Committee, in respect of such processes and, further thereto, to execute all documentation required to achieve completion of the Works and related processes as contemplated herein.
- f) If the Applicant for any grant hereunder is not the Owner of the Property identified herein, then the said Applicant shall obtain and submit satisfactory evidence that such Owner has been notified of the Application and the Work to the Property and approves of the same.
- g) To commence work of the approved project within six (6) months of SDG County Council's approval of the Application.**
- h) The Review Committee reserves the right to audit the costs associated with any of the Works. If deemed necessary, audits will be undertaken at the expense of the Applicant.

- i) The Review Committee reserves the right to inspect any properties/buildings in receipt of funding under the Program. Funding will only be granted if the project is compliant with any requirements of the Ontario Building Code and other requirements of the local municipality.
- j) The Review Committee may discontinue any element of the Program at any time. However, Applicants with approved grants will receive funding in accordance with the terms outlined herein, and subject to approval of the necessary funds by County Council.

The Review Committee hereby agrees:

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

PART D: TERMINATION

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

- a) Failure to commence the Works within six (6) months of the signing of this Agreement.
- b) Failure to complete such Works within twelve (12) months of the date on which this project was officially approved by SDG County Council, on October 18th, 2021.**
- c) The Works are not completed in a manner which is consistent with the description or information as set out in the application and/or are completed in a manner which is not satisfactory to the Review Committee and/or if the works are not completed to the requirements of municipal building code officials, or other governing bodies.
- d) Demolition of the building with respect to which the Works were to be completed.
- e) Transfer of ownership of the subject property by the Owner without the prior written consent of the Committee, which consent may not be unreasonably withheld.
- f) Conversion, reconstruction or change in use of the subject property and building(s) located thereon in a manner which, in the sole discretion of the Review Committee, defeats or contravenes the purpose for which the grant was approved by the Review Committee in accordance with the grant application.
- g) Failure of the Applicant to notify the Review Committee of any change to the information provided in connection with the Application.

- h) Use of the subject property by the Applicant or with the Owner's consent (whether actual or implied) in a manner that contravenes municipal, provincial or federal law.
- i) Failure to pay any and all Taxes.

PART E: MISCELLANEOUS

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

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

To the Review Committee:

United Counties of Stormont, Dundas and Glengarry
26 Pitt Street
Cornwall, ON K6J 3P2

Attention: Tara Kirkpatrick, Manager of Economic Development

For information on your file, email tkirkpatrick@sdgcounties.ca or call 614-932-1515 ext. 1227

To the Applicant:

Ferme Butte et la Bine Farm
Sylviane Dutrisac and Emeric Deslage
5857 Glen Brook Road
Williamstown, ON, K0C 2J0

- c) Words importing the singular shall include the plural and vice versa. Words importing gender shall include all genders.
- d) The headings contained in this Agreement are for reference only and in no way affect this Agreement.

- e) This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the law of Canada applicable therein from time to time and shall be treated in all respects as an Ontario Agreement.
- f) Each obligation or agreement as contained herein, even though not expressed as a covenant, is considered for all purposes to be a covenant.
- g) The validity or enforceability of any provision or covenant contained in this Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.
- h) Each covenant in this Agreement is a separate and independent covenant and a breach of covenant by any party will not relieve any other party from its obligations to perform each of its covenants, except as otherwise provided herein.
- i) No supplement, modification, amendment, or waiver of this Agreement shall be binding unless executed in writing by the parties.
- j) The provisions of this Agreement shall be binding upon and inure to the benefits of the parties and their respective successors.
- k) Each of the parties hereto will, from time to time hereafter and upon the reasonable request of any other party, make all such further acts, deeds, or assurances as may be required to more fully implement the true intent of this Agreement.



Regional Incentives Program Financial Agreement

For the Applicant(s):

Name: xxx

For the Applicant(s):

Name: xxx

Date Signed by Applicant(s):

Date:

For the SDG Warden:

Name: _____

The United Counties of Stormont, Dundas and Glengarry

Name: Allan Armstrong

Position: SDG Warden

For the Local Municipality:

*To be signed and stamped by the
Commissioner of Oaths for the local
municipality.*

Township of

Name: _____

Position:



United Counties of
Stormont, Dundas & Glengarry

RESOLUTION

MOVED BY *Kenney*

RESOLUTION NO 2021-228

SECONDED BY *Jim Weil*

DATE October 18, 2021

THAT the Council of the United Counties of Stormont, Dundas and Glengarry approves funding under the Stay, Discover, Grow, Regional Incentives Program in the total amount of \$173,181.80 for the following nine (9) projects:

1. 2685416 Ontario Inc. (O'Farrell Financial), Township of North Dundas - \$19,500
2. Ritchie Feed and Seed Inc., Township of North Dundas - \$34,000
3. Smirlholm Farms Honey, Township of North Dundas - \$9,681.80
4. Finch Laundromat, Township of North Stormont - \$25,000
5. Dentz Orchards and Berry Farm, Municipality of South Dundas - \$2,500
6. Whittaker Storage Inc., Municipality of South Dundas - \$12,500
7. Ferme Butte & Bine Farm, Township of South Glengarry - \$22,000
8. Lost Villages Brewery, Township of South Stormont - \$45,000
9. Lion Motel, Township of South Stormont - \$3,000

☒ CARRIED

☐ DEFEATED

☐ DEFERRED

[Signature]
WARDEN

Recorded Vote:

Warden Armstrong	_____
Councillor Byvelds	_____
Councillor Fraser	_____
Councillor Gardner	_____
Alternate Jaworski	_____
Councillor Landry	_____
Councillor MacDonald	_____
Councillor McGillis	_____
Councillor Smith	_____
Councillor Warden	_____
Councillor Wert	_____
Councillor Williams	_____



STAFF REPORT

S.R. No. 67-2022

PREPARED BY: Joanne Haley- GM Planning, Building and Enforcement

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: May 16, 2022

SUBJECT: Tree Canopy and Natural Vegetation Policy – Third Reading

BACKGROUND:

1. On March 30th, 2017, Royal Assent was given to Bill 68. This Bill introduced a series of reforms to the *Municipal Act, 2001*, S.O. 2001 c. 25 which required new policies to be in effect by March 1, 2019.
2. Section 270(1) (7) of the *Municipal Act, 2001*, S.O. 2001 c. 25 requires municipalities to adopt and maintain policies with respect to the manner in which a municipality will protect and enhance the tree canopy and natural vegetation.
3. Administration prepared a draft Tree Canopy and Natural Vegetation Policy for Council's consideration and approval. On March 18, 2019, Council completed the first reading of the attached by-law, being a by-law to adopt the proposed policy.
4. On April 3, 2019, an Agricultural Advisory Committee meeting was held to review the draft Tree Canopy and Natural Vegetation Policy. The minutes from the meeting are attached to this staff report.
5. On September 9, 2019, a public meeting was held whereby Administration presented the draft policy to the public and obtained feedback. There were 83 people in attendance at this meeting, 13 members of the public presented, and 23 written comments were received. The comments received ranged from; being supportive of the policy, requests to strengthen the policy, requests to relax the policy and requests not to have a policy. The written public comments are attached to this staff report.
6. On November 22, 2019, a special meeting of Council was held to review the comments received regarding the draft tree canopy policy and to seek direction from Council. Council opted to review the public comments and to provide Administration feedback.
7. On April 18, 2022, Council completed a second reading of the by-law and agreed to review the policy and to provide Administration comments.

ANALYSIS:

8. Administration has reviewed and considered all of the public comments including agency comments, the Agricultural Advisory Committee Comments as well as Council's comments.
9. A majority of Council requested a flexible and an enforceable policy to be developed while making a concerted effort to protect the tree canopy and to enhance tree cover and natural vegetation throughout the Township.
10. Some of the comments received by Council that were considered but were not included in the final draft policy are as follows. Administration encourages Council to review these comments to determine if they wish to include them in the final draft:
 - Develop a Township Natural Asset Management Plan including a database of tree canopy and natural vegetation assets on Township, RRCA and SDG owned land within South Glengarry, including parks, unopened road allowances etc. Engage citizens in the development of the database and in the monitoring of these areas, like the SNC's Forest Stewards under the guidance of a contracted forestry expert. *This was not included in the final policy due to the cost, time and expertise required to develop and implement this type of plan. It is recommended that this request be discussed and debated by Council before it is included in the final draft.*
 - If tree removal is requested by a resident on Township open and/or unopened road allowances, approval should be granted in writing and the tree removal should be completed by an approved Township contractor. *This was not included in this policy as this approval should be granted through By-law 33-14 - Use of Unopened Road Allowances or an amending by-law. Any tree removal on an opened public road allowance currently requires the approval of the General Manager of Infrastructure Services.*
 - When land becomes available through tax arrears, the Township should consider acquiring the forested land to either maintain or to donate to the Raisin Region Conservation Authority or the United Counties of SDG. *This was not included in the policy as when land becomes available, the property must be researched carefully to determine the value, the outstanding taxes, if there are any liens registered against the property etc.*
 - Undertake tree surveys on public land including open and unopened road allowances upon a request of an abutting property owner, the costs should be shared by the

owner. This was not included in the policy due to the likelihood of an abutting property owner not willing to share in the costs of a tree survey on public owned lands.

- Remove #1 of the draft policy. This was not removed but the wording was improved.
- Support tree planting and buffers along municipal drains. This was not included in the policy due to a discussion with our Drainage Superintendent. Many Engineer's reports for municipal drains do not permit any tree planting within 10 meters or more of the municipal drain for maintenance purposes. If this occurs, the Drainage Superintendent will often ask for the trees to be removed or will inform the owner that the trees will be removed by the Township.
- Do not tax forested land that is greater than 5 acres in area. This was not included in the policy as this needs to be researched further to understand impact to Township budget, if it can be legally implemented and the cost to monitor
- Remove Priority Action Items #9 and #11. This was not removed from the policy as Administration can see the benefits of developing a commemorative tree program to guide our residents when these requests are filed. We may also have a developer that is willing to replace natural vegetation as part of their development.

11. Many comments provided by Council and the public were included in the final draft of the policy; this resulted in the following changes/additions:

- Defining Development - the definition of development was taken from the Provincial Policy Statement 2020
- Adding to the Benefits section of the policy
- Improving the wording of several of the priority actions to be clearer with the goal to protect and enhance tree cover
- Limit tree removal to unhealthy or hazardous trees
- Added RRCA to Priority Action Item #5
- Explore the creation and implementation of other tax incentive programs to encourage the protection of existing forested properties and to encourage the creation of forested properties
- Support property owners in their efforts to implement best management practices including naturalized buffer strips adjacent to watercourses and the protection of riparian zones
- Change the review of the policy to be less than 5 years so it can be reviewed during each term of Council.

12. Council can adopt the attached policy and by-law as presented or Council may request Administration to amend the attached policy which would result in deferring this staff report and conducting third and final reading at a later date.

IMPACT ON 2022 BUDGET:

13. There is no impact to the budget to create the policy. There will be costs to implement the policy if the policy is approved.

ALIGNMENT WITH STRATEGIC PLAN:

Goal 4: Improve quality of life in our community.

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 67-2022 be received and By-law 18-2019, being a by-law to establish a Tree Canopy and Natural Vegetation policy be read a third and final time, passed, signed and sealed in open council this 16th day of May 2022.

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

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY
BY-LAW NUMBER 18-2019
FOR THE YEAR 2019**

***BEING A BY-LAW TO ADOPT A TREE CANOPY AND NATURAL
VEGETATION POLICY FOR THE TOWNSHIP OF SOUTH GLENGARRY.***

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

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

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

AND WHEREAS the Council of the Township of South Glengarry deems it expedient to formally adopt a tree canopy and natural vegetation policy.

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

1. **THAT** the Tree Canopy and Natural Vegetation Policy is hereby adopted as set out in Schedule 'A' and is attached hereto and hereby declared to form part of this by-law.
2. **THAT** this by-law shall come into force and effect on the date of its final passing.

READ A FIRST TIME THIS 18TH DAY OF MARCH, 2019.

READ A SECOND TIME THIS 18TH DAY OF APRIL, 2022.

***READ A THIRD AND FINAL TIME, PASSED, SIGNED AND SEALED IN
OPEN COUNCIL ON MAY 16, 2022.***

MAYOR: **CLERK:**

South Glengarry				POLICY	
Policy Number:	03-2019		Review Frequency:	Every 4 Years	
Approved By:	Council of the Township of South Glengarry		Date Approved:	May 16, 2022	
			Revision Date:		
Subject:	Tree Canopy and Natural Vegetation Policy				

Background and Purpose

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

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

What is a Tree Canopy?

Tree Canopy includes all areas of coverage by plant material which includes the layer of leaves, branches and stems that cover the ground when viewed from above.

What is Natural Vegetation?

Natural vegetation refers to the plant life that grows naturally in a geographical region. The plants that make up natural vegetation are valuable resources as they provide timber, fruits, medicinal plants, shelter to animals, oxygen and protect soil and store water.

What is Development *?

Development means the creation of a new lot, a change in land use, or the construction of buildings or structures requiring approval under the *Planning Act*, but does not include:

- a) Activities that create or maintain infrastructure authorized under an environmental assessment process:
- b) Works subject to the *Drainage Act*.

*Definition of Development from the Provincial Policy Statement 2020

Benefits

There are many benefits to a tree canopy and natural vegetation policy; they include but are not limited to:

- Reduces air pollution
- Provides shelter for wildlife
- Improves the usability of public parks and spaces
- Improves the aesthetics of properties
- Improves water quality
- Assists in stormwater management
- Prevents erosion
- Assists in mitigating the effects of climate change and extreme weather events

Applicability

The policy applies to all properties and development, on public and private lands within the Township of South Glengarry.

Nothing in this policy is intended to conflict with existing standards or policies of the Township and this policy does not take priority over any by-laws, plans, resolutions or agreements passed by Council pursuant to the *Municipal Act, 2001*, S.O. 2001 c. 25 or *Planning Act, R.S.O., 1990, c. P 13*.

Nothing in this policy is intended to restrict normal farm practices as defined by the *Farming and Food Production Protection Act (FFPPA)*, 1998, S.O. 1998. c.1.

Priority Actions *(In no particular order)*

1. Protect healthy tree cover where possible within Township open and unopened road allowances.
2. Enhance tree cover and natural vegetation on Township owned land; tree removal shall be limited to unhealthy or hazardous trees but should be permitted to accommodate infrastructure that is in the public interest.
3. Increase tree planting on Township-owned land, especially within public parks where possible.
4. Acquire forested land when offered through land donations.
5. Support the United Counties of Stormont, Dundas and Glengarry (SDG) and the Raisin Region Conservation Authority (RRCA) in forested land acquisitions within the Township of South Glengarry.

6. Support and promote the Raisin Region Conservation Authority Tree Seedling Program.
7. Support residents and others in developing tree planting plans that ensure the long-term survival of the tree plantings.
8. Support and participate where possible in tree planting efforts by the Raisin Region Conservation Authority.
9. Develop a municipal commemorative tree program where people can buy and plant trees in municipal parks in honour of their loved ones who have passed or organizations.
10. Require a tree planting schedule as a condition of draft plan approval for new subdivisions that will require one native tree in front of each lot within the front yard.
11. Support the replacement of native trees that are proposed to be removed as part of a development; either in a new location on the subject property or in a mutually agreed upon location elsewhere in the Township.
12. Encourage tree planting as part of the Landscaping Program within the Township's Community Improvement Plan.
13. Continue to implement the Natural Heritage policies within the Official Plan.
14. Encourage residents to obtain an approved managed forest plan and to have their properties classified as a Managed Forest to take advantage of the Managed Forest Tax Incentive Program where you pay 25% of the municipal tax rate set for residential properties.
15. Explore the creation and implementation of other tax incentive programs to encourage the protection of existing forested properties and to encourage the creation of forested properties.
16. Support property owners in their efforts to implement best management practices including naturalized buffer strips adjacent to watercourses and the protection of riparian zones

Monitoring

The General Manager of Planning, Building and Enforcement shall be responsible for monitoring the implementation of this policy.



April 3, 2019

MINUTES OF
AGRICULTURE COMMITTEE MEETING

Township of South Glengarry

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

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

Guests:

Ross Grant
Dan Stadelmann
Councillor Stephanie Jaworski

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

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

CARRIED

Meeting was called to order at 7:06 pm

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

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

Background and Purpose

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



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

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

Priority Actions (*In no particular order*)

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



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

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

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

MOVED BY: Jerome MacDonell

SECONDED BY: Rob McDonald

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

CARRIED

MOVED BY: Duncan Ferguson

SECONDED BY: Scott Kinloch

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

CARRIED

MOVED BY: Sam McDonell

SECONDED BY: Tony Vogel

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

CARRIED

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

Scott Kinloch left the meeting at 8:20pm.



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

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

- Official Plan appeal
- Lot sizes for agricultural uses

Next Meeting date: To be determined

Adjournment

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

PUBLIC MEETING MINUTES

A PUBLIC MEETING OF THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY WAS HELD IN THE EVENING AT THE TOWNSHIP OFFICE, LANCASTER ON SEPTEMBER 9, 2019 AT 7:00 PM.

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

STAFF PRESENT: Clerk Kelli Campeau, Meeting Chair/GM Community Services Joanne Haley

OPEN PUBLIC MEETING

The meeting was opened at 7:02 pm.

Ms. Haley provided an overview of the meeting process and rules of decorum. The floor was opened for public comment.

1. PUBLIC COMMENTS

Councillor Jaworski welcomed attendees and fully supports the public consultation. She believes all input comes from a place of good faith and looks forward to hearing comments.

Tina Cairncross (4658 Glen Roy Rd.) expressed concerns about rapidly disappearing tree canopy in the Township. Advised not to lose sight of the importance of forests – loss of forests will affect who wants to live here. She believes there is very little in the action plan that will accomplish the purpose of the policy, 5 year review period is too long.

Geraldine Fitzpatrick (19 Boundary Rd.) recommended that the policy include that all fruit and nut trees be protected – maintain the tree rather than disrupt and destroy it. Ms. Fitzpatrick spoke about black walnut trees and their benefits (host butterflies and larvae).

Jacqueline Milner (19166 Hay Rd.) suggested that the policy review period be every 2 years or as needed. She further encouraged that OMAFRA best practices be implemented. Policy items # 6 and 8 – RRCA tree planning efforts have been supported but do not grow our canopy numbers. Policy items # 10 and 11 – consider leaving a portion of tree and natural vegetation cover in new proposed subdivisions keeping tree cover community intact and keeps wildlife health.

Shawn McRae (21502 Highway 2) spoke about individual property rights and concerns that the policy will take rights from property owners. Stated that there is no direction from the Province to infringe on property rights – let property owners retain value of what they have.

Pat St. Pierre (20093 Wentworth Rd) spoke about concerns that trees on his property would become a financial liability. He disagrees with policy item #14 and believes the tax rate should be 0% tax in order to encourage people to have trees and not cut them for business.

Paul Vogel (3995 Lafleur Rd.) spoke to the importance of farming in order to feed the population. Believes that farming should be able to take place without the government putting restrictions on the land.

Gordon Ferguson (5133 County Rd. 34) spoke about unopened road allowances, many of which have mature trees on them. Concerned about clear cutting on unopened road allowances. Suggested the Township needs to look at ways to regulate these unopened road allowances and the by-laws currently in place.

Shawn St. Pierre (20373 Lagoon St.) questioned how the word 'development' is interpreted in the policy. He raised concern that policy item #11 is a pre-cursor to a tree cutting by-law. Expressed that a tree cutting by-law is unfair to those who are responsible.

Elaine Kennedy (President of Woodlot Association, non-resident) encouraged all in attendance to consider how the policy will help everyone work together and how it will affect the greater community. Stated that the Woodlot Association will be submitting written comments and will look at some of the specific concerns raised tonight.

Pete Bock (non-resident) spoke about the how clear-cutting leads to unfair taxation.

Chris Craig (19786 Maple Rd.) spoke about past history of clear-cutting in the area and replanting of the forests. Encouraged landowners to work together and expressed that farmers should be given the tools and financial backing they need (ie. tax incentive program).

Tony Vogel (19543 County Road 19) spoke about the need for farming practices. Expressed that we need to work together and conserve the trees and farmland.

John Ferguson (5205 County Rd. 34) expressed that the policy focus should be narrowed to start with looking at publicly-owned lands that the Township has control over. Enforceable policies should be developed to give guidance to Township to assist in decision making.

2. ADJOURNMENT

Ms. Haley advised that written comments will be accepted until September 18, 2019 and that a revised draft policy will be brought to Council at a later date.

Mayor Prevost thanked all for coming.



Raisin Region Conservation Authority

18045 County Road 2, P.O. Box 429, Cornwall, ON K6H 5T2

Tel: 613-938-3611 Fax: 613-938-3221 www.rrca.on.ca

September 6, 2019

Joanne Haley
General Manager of Community Services
Township of South Glengarry
6 Oak Street, PO Box 220
Lancaster ON K0C 1N0

Re. Township of South Glengarry Draft Tree Canopy and Natural Vegetation Policy

Dear Ms. Haley,

The Township of South Glengarry has requested input from the Raisin Region Conservation Authority (RRCA) on the first reading of the Draft Tree Canopy and Natural Vegetation Policy (03-2019) presented to Council on March 18, 2019.

The RRCA is a watershed-based organizations that provides technical comments on natural heritage features, such as forestry, at the request of its member municipalities. The RRCA has reviewed the Township of South Glengarry's Draft Tree Canopy and Natural Vegetation Policy and offers the following comments:

Definition of Natural Vegetation

- Natural vegetation provides many benefits beyond those that are listed in the draft policy including: job creation, reduced home cooling cost, decreased runoff leading to improved water quality and groundwater recharge, and pollinator and pest control habitat. The definition could be revised to include the social, economical, and environmental benefits of natural vegetation.

Benefits

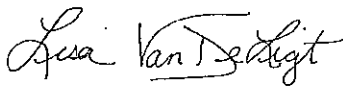
- The following benefits of tree canopy and natural vegetation may be added:
 - Improves resiliency to climate change and natural hazards
 - Economical value (job creation, forest products, etc.)

Priority Actions

- **Priority Actions #1 and #2:** There may be instances when trees require removal, such as hazardous trees. Priority Actions #1 and #2 may be modified to reflect a commitment to no net tree loss on Township road allowances and Township-owned land to account for the removal of hazardous trees.

- **Priority Actions #3 and #4:** Under the RRCA's Forestry Program, the RRCA can provide guidance to the Township for tree planting initiatives. The Township may also participate in Forest Ontario's Heritage Tree program to bring awareness to the social, cultural, historical and ecological value of trees.
- **Priority #5:** The RRCA secures land by donation and purchase; the Township may also support the RRCA's land securement program.
- **Priority Actions #6, #7 and #14:** The Township may consider adding a page on their website dedicated to tree canopy and natural vegetation with the following resources:
 - Link to the RRCA's Forestry Program and resources: rrca.on.ca
 - Link to incentives:
 - Ontario-East Alternate Land Use Services Program : alus.ca
 - Managed Forest Tax Incentive Program : Ontario.ca
 - Stormont, Dundas, and Glengarry Woodlot Advisory Service : nation.on.ca
 - Forests Ontario's Heritage Tree program : forestsontario.ca
- **Priority Actions #8 and #9:** The Township may wish to support stewardship events in partnership with the RRCA such as tree giveaways, tree planting events, and commemorative tree program.
- **Priority Action #12:** The Township may consider amending the Community Improvement Plan – Program 4 Landscaping to include tree planting on all properties.
 - This could specifically include the replacement of ash trees, which are declining rapidly due to the invasive emerald ash borer.

Do not hesitate to contact the Raisin Region Conservation Authority should you have any questions.



Lisa Van De Ligt
Communications Specialist
(613) 938-3611 ext. 223
Lisa.VanDeLigt@rrca.on.ca

Subject: Tree Canopy and Natural Vegetation Draft Policy Comments
Date: September 17, 2019
To: General Manager of Community Services, South Glengarry
From: Mohawk Council of Akwesasne (MCA) Environment Program

The Mohawk Council of Akwesasne (MCA) Environment Program within the Department of Tehotiiennawakon strives to work towards a balance for all of creation by undertaking programs, projects, and services that respect, protect, and preserve the natural world.

We also believe that we are given the responsibility to speak for all of the life that Earth sustains. As the Environment Program, we are further charged with gathering and sharing knowledge with our community members (Akwesasro:non) to ensure that all life is respected, protected, and preserved for today and the generations to come.

South Glengarry is located within our ancestral lands and we are pleased to partner with you as caretakers of the land and waters. To that end, we commend the Township for preparing this well-considered "Tree Canopy and Natural Vegetation Policy" draft.

MCA Environment Program staff and community members attended the Public Meeting held at the Township on September 9, 2019 which presented the Tree Canopy Policy draft. Information from that meeting was shared with MCA Environment staff and we take this opportunity to speak to some of the issues addressed at that meeting.

The Environment Program affirms the benefits identified by the Township in the background of the draft Tree Canopy and Natural Vegetation Policy. We also believe that creation of this Policy is not only appropriate but necessary at this time of climate uncertainty. Woodlots and wetlands are vital for building a natural defense against extreme weather patterns brought about by Climate Change.

The United Counties of Stormont, Dundas, Glengarry's own Official Plan adopted in 2018 states, "The Plan promotes design and development which serve to protect or enhance the natural environment, the conservation of ecosystems, **adaptation and mitigation of climate change**, and designing with nature or 'green' planning. This includes low impact development storm water management strategies. Efforts should be made to retain **significant woodlands** and **tree cover, wetlands**, valley lands, scenic views, unique landforms, and **wildlife habitat** in both urban and rural settings."

It is understood that individuals claim ownership to specific parcels of land. It is further recognized that livelihoods depend on revenues generated by what takes place on these lands. However, it is the collective impact of those activities that affect us all. Implementation of Best Management Practices (BMPs) on agricultural lands and elsewhere are vital to protecting the land, water, and air. These BMPs need to be effectively communicated to Landowners.

Community outreach could be undertaken by creating and sharing a BMP communication strategy that partners agricultural organizations, forestry groups, municipalities, conservation authorities, and indigenous communities. See Raisin-South Nation Source Water Protection series of brochures as an example:
<https://yourdrinkingwater.ca/page.php?id=61>.

It is also suggested that a forestry subject matter expert be contracted by the Township to administer the priority actions defined within this Policy. Duties such as undertaking tree surveys on public lands, which include open and unopened road allowances; development of tree planting programs, and the implementation of Official Plan policies relating to tree cover and wetlands, are just some of the endeavours required to ensure the effective administration of this Policy.

Should you require any additional support or expertise, our staff members have a strong background in Traditional Ecological Knowledge. We work collaboratively with both local Conservation Authorities on such issues as forest ecosystem vulnerability, water quality health, and climate change response.

We request that we be kept apprised on the progress of this draft Policy and appreciate this opportunity to provide input.

Best Regards,

Karen Douglass Cooper
Environment Project Coordinator
Remedial Action Plan
Tehotiienna:wakon Dept.
Environment Program
Mohawk Council of Akwesasne
101 Tewasateni Road, CIA 3 Bldg.
Akwesasne, ON
K6H 0G5
karen.cooper@akwesasne.ca
613 575 2250

Joanne Haley

From: Eleanor McGrath <emcgrath_29@hotmail.com>
Sent: September-17-19 10:06 AM
To: Joanne Haley
Cc: FINBARR MCCARTHY; Madeleine McMillan; jack mcmillan; Alannah McMillan; Áine McCarthy; Frank Prevost; Lyle Warden; Stephanie Jaworski; Sam McDonell; Martin Lang; bclement@cornwall.ca; Caroline Goulet; Carolyn Francis; Rick Oakes; Irene Cameron; Eric Payseur; Jamie MacDonald; Maria Ramirez Giraldo; Robin Brown
Subject: Draft Tree Canopy and Natural Vegetation Policy South Glengarry our request for further review
Importance: High

GRETA THUNBERG AT DAVOS 2019

Adults keep saying: “We owe it to the young people to give them hope.” But I don’t want your hope. I don’t want you to be hopeful. I want you to panic. I want you to feel the fear I feel every day. And then I want you to act.

Advertisement

I want you to act as you would in a crisis. I want you to act as if our house is on fire. Because it is.

Good morning Joanne: Thank you for the good work you and the committee and council have undertaken to protect our Tree Canopy and Natural Vegetation. You have kindly offered the chance for those of us who were unable to attend the recent public meeting, as citizens of South Glengarry, to submit in writing our feedback to your draft policy.

At Springfield Farm, our family, as you are possibly are aware, has begun the certification process to transition our fields from conventional farming to organic farming and will be certified hopefully by the end of 2020. We are also proud to have our Environmental Farm Plan and as well to have enrolled in the Managed Forest Plan approximately 60 acres of our 118 acres (and change) of farm land. We have undertaken these steps as it is our duty to our four children and future generations of our family to protect and contribute to the health of our farmland and the environment that we steward at Springfield Farm.

While you have made great strides in the policy, it is a wonderfully concise document, we are requesting that it go further and stronger in the protection of our tree canopy, indigenous species and wildlife, in particular the Species at Risk in Ontario whose numbers are sadly increasing. In the five years of our ownership of this beautiful farm it has been sadly our experience to see the loss of large and small forests in our region and in particular where there are farming interests. Sadly, trees do not grow like grass. Trees cannot be removed, burned and then restored in a span of a few years...trees take lifetimes to grow.

Sadly, our Canadian society has seemingly forgotten the very basics of science that trees provide habitats, oxygen, removal of CO₂, protection of the soil, the water-table and so much more including resources that are extremely popular in our region including that of maple syrup production. And as the tree canopy diminishes so too does the shade which protects the very life of soil and the wildlife and shelters wetlands, etc - we seem to want to disregard these important and simple facts that we as humans, as South Glengarryans need trees.

If you and the committee and the South Glengarry Council would please revisit the policy - in particular the added protection that you are providing by stating the inclusion of the Farm Practices Protection Act, R.S.O,

1990 c. F6. The fact that a law from 1990 when climate change was just a "buzzword" is still trumping the now dire situation we find ourselves in; is unconscionable.

The policy needs to ask that there be more consultation - more requirements of buffer zones, of the protection of indigenous species, of trees that take many generations to grow are not susceptible to one fell swoop by one farmer/owner of property in South Glengarry looking to extend an acre. We are no longer in the 1990s - and possibly your leadership in the 21st century in the further review and recommendations for this draft policy can provide a guidepost for the other regions.

In Toronto, where our city prides itself as a "city within a park", we cannot remove trees at all without the express permission of the City of Toronto over a certain girth and species. Sadly with invasive insects eating our Ash trees and other species, we are quite diligent in Toronto to protect what we have and try to do more to restore the tree canopy. Let's not squander the beauty that South Glengarry has naturally.

Continue to do your good work and maybe if anything read daily the words of the 16 year old that is speaking to the world leaders at Davos quoted above. The world needs more Greta Thunberg's and hopefully, as she asks us adults - we should panic, should write strong environmental policies and should think about trees and their incredible contribution to the health of the world.

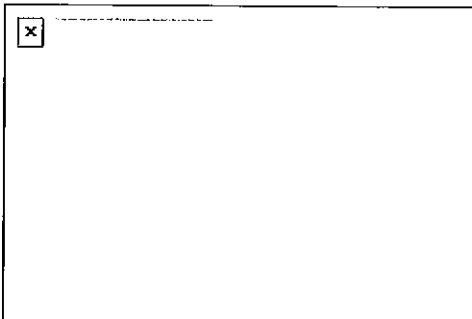
South Glengarry can become known for its beautiful environment and tree canopy through the leadership of this policy. Wishing you all the best.

Warm regards,

Finbarr, Eleanor, Madeleine, Jack, Alannah and Aine

The 3 Macs

www.springfieldfarmorganics.ca



Springfield Farm

18709 CR 25 Apple Hill, Ontario K0C 1B0 613-528-0083

www.springfieldfarmorganics.ca



South Lancaster Fish and Game Club
P.O Box 48,
South Lancaster, On
K0C 2C0

Township of South Glengarry
6 Oak Street, PO Box 220
Lancaster ON
K0C 1N0

June 3, 2019

Attn: Joanne Haley

Re: Tree Canopy and Natural Vegetation Policy – Comments

The South Lancaster Fish & Game Club (SLFGC) are affiliated with the O.F.A.H. and as such our mandate is to preserve hunting and fishing traditions. We hope to instil in our community a passion for outdoor recreation (fishing & hunting) while emphasizing conservation. Within South Glengarry our larger projects include organizing a kids fishing derby at the south Lancaster Warf (free day for the kids), host a walleye tournament, and organize a walleye watch in Martintown (to prevent poaching). Additionally we have also been involved with the new boardwalk construction at Coopers Marsh, building duck boxes with Ducks Unlimited and the Great River Cleanup along the shores of Lake St. Francis.

The tree canopy and natural vegetation policy has come to our attention and we would like to comment if possible on this important subject

- 1- SLFGC does not support any tree cutting or removal by-law which would restrict a single dwelling residence from removing or cutting trees unless they have a paid permit. This becomes a pay to play system that limits low income household and benefits the wealthier ones. Any restriction to cutting should be the responsibility of the township and should not be incurred by the tax payer. For larger projects a tree conservation report should be prepared and respected, with additional lands within the project set aside to naturalize.
- 2- Policy does not seem to take into account interior forest habitat which should be afforded a higher level of protection, this is partially covered by the significant woodland SDG policy but more can be done.
 - a. Identifying locations where the areas of significant woodland can be increased, therefore increasing the interior habitat.
 - b. Not allowing activities that destroy trees within significant woodland. Despite studies showing no significant impact to a particular section of woodland, damage will occur on a larger scale by slowly picking away at these forested lands.
- 3- We would like to see an effort be made to increase the tree cover within riparian zones (river/stream/ditch banks), this protect against erosion, provides movement corridors to wildlife, provides fish cover, aids in filtering contaminant out of the water before it hits the system, and aid with maintaining a stable temperature within the water system.
- 4- We believe wetlands and woodlands should be tax exempt, don't make people choose between their wallets and trees

Thanks you for your time and consideration.
South Lancaster Fish and Game Club

Joanne Haley

From: Stephanie Jaworski
Sent: September-20-19 1:55 PM
To: Joanne Haley; Kelli Campeau
Subject: Fwd: Note from Anna Williams to your Facebook Page Stephanie Jaworski - South Glengarry

Hello Ladies,
I forgot to forward this tree Canopy commentary to you. I hope you wont penalize the resident for my error.
Thanks!

Stephanie Jaworski
Councillor/ Conseillère
South Glengarry

----- Original message -----

From: Anna Williams <ajwilliams@bellnet.ca>
Date: 2019-09-08 2:30 p.m. (GMT-05:00)
To: Stephanie Jaworski <sjaworski@southglengarry.com>
Subject: Note from Anna Williams to your Facebook Page Stephanie Jaworski - South Glengarry

Your Name: Anna Williams

Phone Number:

Your Question: I cannot connect to you on the south Glengarry township site. Am sure that I am not alone!

Rewards for not cutting trees? Perhaps reflected in taxes?

Cut one tree, plant one tree

Could trees be planted on the uphill side of the ditches beside the roads? We had a few planted there on our property at one time. If farmers are not willing to plant trees on their land for windbreaks and snowbreaks, why doesn't the municipality solve the problem by planting trees a foot or two away from the property line? That would allow for an enormous number of new trees throughout the municipality.

Incorporate learning about silviculture into the various summer camp projects.

Make sure that kids in elementary and high school can identify all the native trees and what their benefits are. Day trips to this effect!

David Suzuki on "how trees communicate"

Joanne Haley

From: Kelli Campeau
Sent: September-18-19 3:12 PM
To: Joanne Haley
Subject: FW: Tree Canopy Policy

From: Hennie Velema <george.hennie@icloud.com>
Sent: September-18-19 3:11 PM
To: Kelli Campeau <kcampeau@southglengarry.com>
Subject: Fwd: Tree Canopy Policy

Sent from my iPhone

From: Hennie Velema <george.hennie@icloud.com>

Dear Mrs Campeau,

I have read the Tree Canopy policy and find it to be vague and wishy washy. These are "apple pie and motherhood" ideas most of which are already part of existing programs. They certainly aren't controversial.

This "policy", however, in no way addresses the problem of agricultural land clearing and in my view does not go far enough in protecting our dwindling forests. We definitely need tree cutting bylaws to be instituted.

Hennie Velema, landowner in North Stormont residing in South Stormont
Ingleside, ON

Sent from my iPhone

Joanne Haley

From: David Petepiece <david.petepiece@sympatico.ca>
Sent: September-18-19 3:40 PM
To: Joanne Haley
Subject: David Petepiece

Joanne

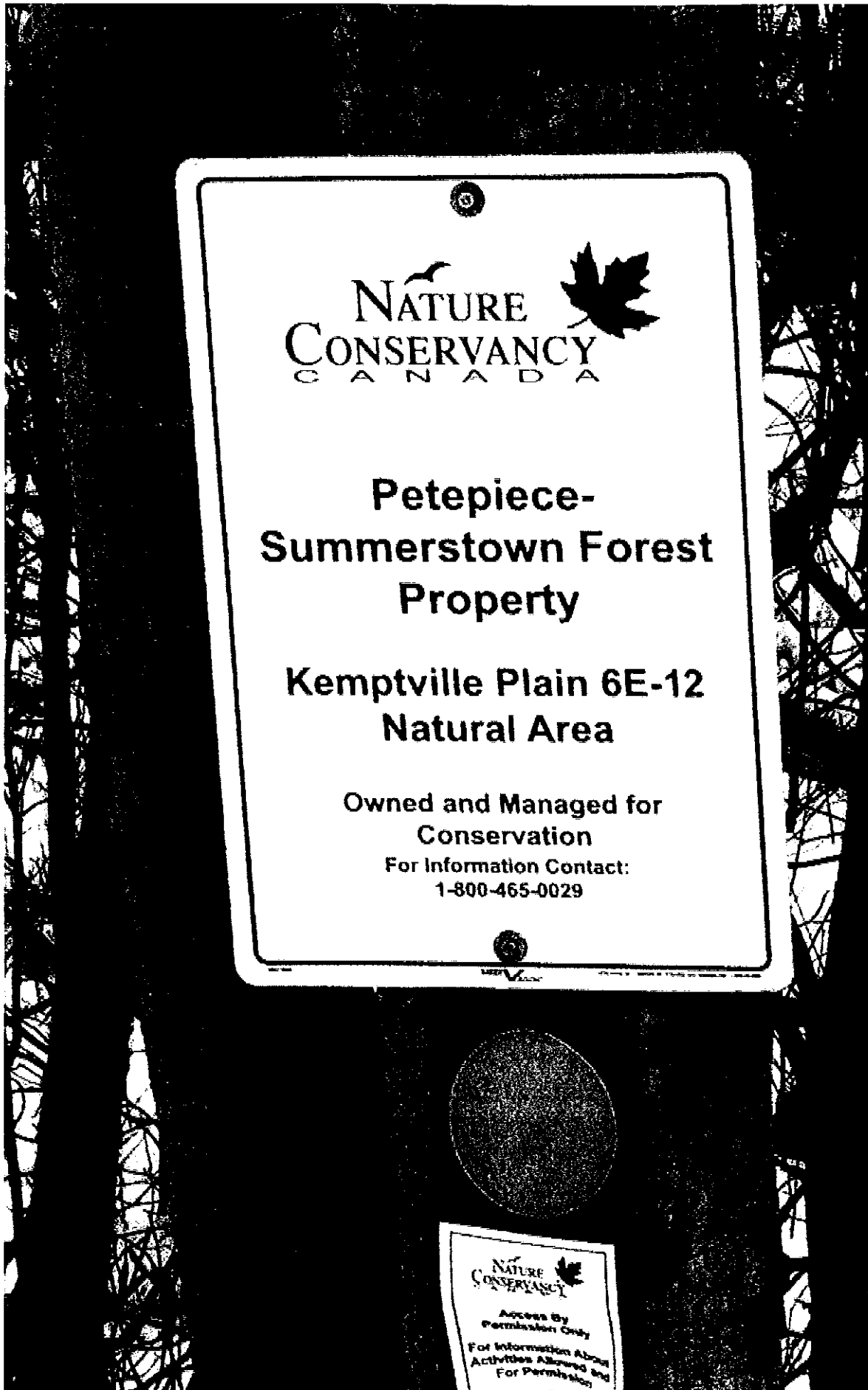
I would like to provide some comments following the press report concerning the draft Tree Canopy and Natural Vegetation Policy.

South Glengarry is home to the PETEPIECE SUMMERSTOWN FOREST.
A 25 acre parcel of land on the Glen road.

It was purchased from a neighbouring farmer Henry Russell (now deceased). After it was purchased, most of the land was designated a Class 2 wetland and no development was possible.

I decided to then donate it to the Nature Conservancy of Canada. In order to make this donation, I had to pay capital gains on the appreciation the land had experienced.

The sign, which was erected years after my donation, is just nailed to a tree and often buried in brush.



21.5 acres of my farm is planted with White Pine trees as part of a forestry agreement entered into years ago by my father who was told these trees would be a valuable investment.

Now, even with the help from Normand Génier, Forestry Specialist, Raisin Region Conservation Authority, I cannot even give these trees away as no one wants them.

My point in all of the above is that I do not think that government, in any of its forms, has the wisdom to make decisions on what will be best for anyone's property even when environmental concerns are the top priority.

.David Petepiece, P. Eng.

Joanne Haley

From: laurie mackay <lauriemackay@mac.com>
Sent: September-17-19 5:09 PM
To: Joanne Haley
Subject: Tree canopy special meeting of Sept. 9/2019

I enjoyed attending the above mentioned meeting, and am happy the Township decided to hold it open to the public.

I have a few comments I'd like to add to the debate:

I would like to see the policy reviewed more frequently; perhaps every two years

I am in agreement with the paragraph regarding natural vegetation, and would only like to see included insects and fish among those that need plants in proximity to bodies of water and elsewhere. I would like to see a substantial buffer between agricultural lands and waterways. I don't know what regulations currently exist in this regard

I feel that the first three items under the heading Priority Actions are in the correct order as far as proceeding in making changes

I would like to know the ways in which the Township proposes to promote the Raisin River Conservation Authority Tree Seedling Program. I know that when I first moved into the area I was unaware of it, and only heard about it from a neighbour after a couple of years living in Williamstown

Item 11 - regarding the word "support"; I feel this should be "mandatory"

Item 13 - "implement the existing policies"? Is this not being done already?

Item 14 - Has this been an advantage that is widely known, and how onerous is it to meet the conditions to be considered for this tax break?

Finally, monitoring: I strongly feel that this is a job for more than one person, if it is to be done comprehensively.

Thanks for your attention,

Laurie Mackay
20025 Beaupre Road
Green Valley

Mayor Frank Prevost
South Glengarry

Sept. 18, 2019

Hello Mayor Prevost,

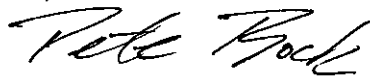
At the Sept. 9 meeting, it became apparent that there are people who are for and people who are against a Tree Canopy policy/by-law with teeth.

I'm part of a group of North and South Glengarry residents that has been trying to educate itself on how to protect forest cover in the county. I feel, between the black and white extremes, there is a lot of grey—and, maybe, the common ground local councils are trying to find with their policies/by-laws exists in this grey area.

As a North Glengarry resident I have been focusing my efforts on the North.
If you have any interest in what our group has been looking at, I'd be pleased to talk to you.

Thanks for holding the meeting.

All the best,



Pete Bock
Glen Sandfield
613-874-2977
petebock11@gmail.com

Why do we need Forest Conservation by-laws in Glengarry?

*In a moment the ashes are made,
but the forest is a long time growing.*

Seneca Nation

We want healthy and safe landscapes for Glengarry families.

The image of a blond-haired child welcomes you to the North Glengarry website. Makes sense! The township is trying to attract young families to energize the community and fill its schools. But why would young parents want to raise their children in a community where agricultural burns are becoming the norm?

There are many good land stewards in Glengarry.

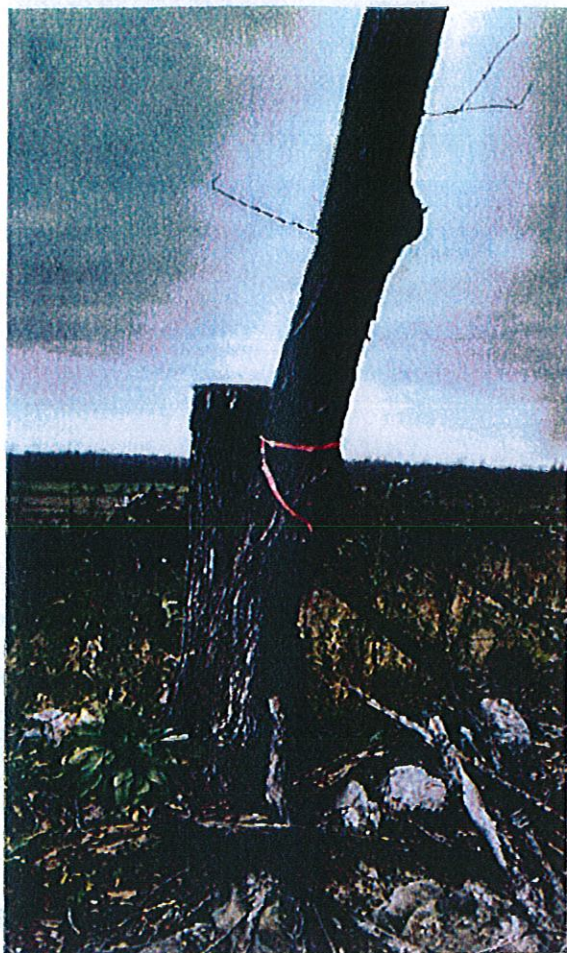
Responsible land stewards protect their forests and maintain buffer strips along our rivers and municipal drains. Yet others refuse to follow the agricultural sector's best management practices, which are currently voluntary.

Mack's Corners Rd. north of Laggan Rd.



Banks of rivers with poor forest cover are prone to erosion and chemical runoff.

Rigaud River (by Lochinvar Rd., west of Tannery Rd.)



Tree cut in half along fence line.
Lochiel Rd., west of Old Military Rd.

Disturbing stories abound.

Too many residents are approaching us with disturbing stories. Some land clearers have threatened them, with the thought of manure being piled against their property lines. Some have had all the stones collected from a clearing operation dumped by their back yards. Some have had trees along their fence lines removed or cut in half. Some have had to contact the police. Others have had to enlist a lawyer's help.

Our objective.

We have a vision of an economically and environmentally sustainable township with a healthy mix of farms, forests, towns, rural homes, waterways, and natural areas.

North Glengarry council is currently deciding how it wants to protect local forest canopy. Speak to your neighbours; call your councillors and tell them forests are important to you and need to be protected with a by-law and enforcement.

Resources (click below for link to online PDF):

[Forest Cover and Trends Analysis](#)

[Forest Conservation By-Laws in Ontario](#)

Contact us with your thoughts.

Glengarry Neighbours/Les voisins de Glengarry

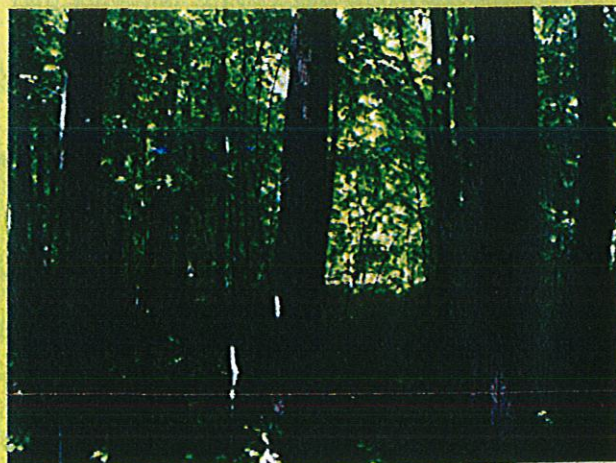
glengarryneighbours@gmail.com

"Privately owned forests provide benefits to more than just their owners...

They create attractive communities and improve public image, making the community a desirable place to live. The public benefits... and therefore has a stake in the protection and good management of private forests."

Land Owner Resource Centre. (2005). Forest Conservation By-laws in Ontario

Photo: Privately owned forest on Cuthbert Rd., north of McCormick Rd.



Glengarry Neighbours' Vision:

We have a vision of an economically and environmentally sustainable township with a healthy mix of farms, forests, towns, rural homes, waterways, and natural areas.

Our objective:

To ensure North Glengarry's remaining forests stay intact. We want council to put in place a one-year moratorium on forest clear-cutting in agricultural and rural areas. This will allow a committee of councillors, staff and residents sufficient time to work on a detailed bylaw. During the moratorium, offenders should be issued stop work orders and taxed with heavy fines.

A bylaw should:

- 1) Clearly detail restrictions on forest clear-cutting in agricultural and rural areas as per recommendations of the committee.
- 2) Protect and reforest public land with forested buffers.
examples – along green and gravel roads, near township parks and recreational fields.
- 3) Protect and reforest waterways and wetlands in township with forested buffers.
- 4) Ensure agricultural and rural property boundaries are protected with grass and/or forested buffers.
- 5) Ensure fair taxation.
 - The township needs to begin collecting specific forest cover and tile drain data from agricultural and rural properties and needs to forward this data to the Municipal Property Assessment Corporation (MPAC).

The bylaw should be enforced by a third-party contractor with a forestry background.

The township should:

- 1) Educate the public on good forestry, waterway and wetland practices.
 - by offering forestry and waterway/wetland information and links on the township web-site.
examples – selective cutting should be prohibited during bird nesting season and ditch cleaning should be forbidden during fish spawning season.
 - by creating a citizens' forestry working group to help with the education process.
 - by promoting good forestry demonstration days in the township.
- 2) Continually update forest cover and tile drain data for long-term planning purposes.

Tuesday, September 17, 2019

Killi Campeau
Clerk
Township of South Glengarry
Lancaster, ON
K0C 1N0

RE: Tree Canopy and Natural Vegetation Policy

Though I am not a resident of South Glengarry, I have lived and worked within the United Counties of Stormont, Dundas and Glengarry for over 30 years. I began working for Domtar as a forester in eastern Ontario and the United States. With the mill's closure in 2005, I moved on to the Raisin Region Conservation Authority as their Natural Heritage Specialist for the Cornwall Area of Concern-Remedial Action Plan. After retirement, I volunteered for various organizations and committees with the Eastern Ontario Model Forest, Ontario Woodlot Association and South Nation Conservation.

I have been involved in the development of many policies. Though well intentioned, policies are very broad in scope and lack the detail that most people are looking for. It was evident by the large attendance at the public meeting last week the importance of this Tree Cover Policy. Speeches ranged from landowners showing their passion for trees, to references on the state of forest cover and water quality within the area, to farmers stating their case for economic sustainability to being called socialists. Every speaker made valid points.

One of the concerns that I heard after the meeting was that there will be By-Laws regarding cutting. I, for one, do not believe in them as there is a lack of enthusiasm to develop and enforce them. As well, agriculture has an advantage in provincial policy. However, I believe that agriculture and forestry can come together to find a viable solution.

Below, I have made some recommendations as to how this policy can be effective and hopefully fair to all.

1. Prevent tree removal within Township open and unopened road allowances.

- All trees on open and unopened road allowances should be inventoried.
- Information obtained for the inventory should include tree species, tree location (private land or municipal land) and tree health (i.e. forest diseases such as EAB). **Note:** Butternut is considered to be a Species at Risk (SAR) and must be assessed by provincially recognized assessors. Compensation planting must occur if a Butternut is removed.
- A management plan should be written to allow for the removal of selected trees which may hinder the movement of larger farm machinery. (This does not mean the removal of all trees along the right-of-way)
- No application or fee to be charged for tree proven to be growing on private land. However, if possible, private landowners should be encouraged to retain trees growing on their land along the right-of-way.
- Trees should be removed by an approved contractor.

- The fee for a municipal tree requiring removal could be used for the following:
 - SDG County Roadside Tree Program
 - Planting of municipal lands
 - Used for purchase of forested lands
 - Applied towards the County Forestry Program: woodlot visits, MFTIP rebates, land purchase
 - Provide monies or trees for local community programs

2. Prevent tree removal on Township-owned land.

- If seems that most people seem to have concerns over green roads though I do know of several trespasses on Crown and County lands. In this case the boundaries of both Crown, Municipal and CA lands should be identified by some sort of marking or signage.
- All trees on Township-owned land should be inventoried.
- Information of inventory should include tree species, location (private land or municipal land) and tree health (i.e. forest diseases such as EAB). **Note:** Butternut is considered to be Species at Risk (SAR) and must be assessed by provincially recognized assessors. Compensation planting must occur.
- It is recommended that a forest management plan should be written for municipal lands not currently being managed by South Nation Conservation.
- Should a tree, requiring removal, fall on municipal land, a permit should be applied for. A set fee for the removal of the tree should be charged.
- Trees should be removed at an approved contractor.
- The fee for the tree could be used for the following:
 - SDG County Roadside Tree Program
 - Planting of municipal lands
 - Used for purchase of forested lands
 - Applied towards the County Forestry Program: woodlot visits/MFTIP rebates
 - Provide trees for community programs

3. Increase tree planting on Township-owned land, especially within public parks where possible.

- Hopefully this action has been ongoing through the years but I encourage that the municipality, in partnership with the County, initiate a land purchase program to ensure an increase in municipal land holdings. Current public land holdings are less than 5% of the United Counties.
- It is important to purchase forest lands as it allows for diversity and habitat protection. With the decrease in forest cover, forest stands are becoming smaller in size and increasingly fragmented.
- In 2014, it was found that forest cover within SDG had fallen at a rate of almost 1% per year since 2009. Unfortunately, with no acquisition of aerial photography in 2019, as scheduled, there will be no new forest cover figures known until at least 2021. However, both visual and anecdotal reports, the removal of woodlands has not slowed down significantly.

4. Acquire forested land when offered through land donations.

- I suggest that you examine South Nation's land acquisition program as a model.

5. Support the United Counties of SDG in forested land acquisitions within the Township of South Glengarry.

- It is only in the last two years that the Counties has re-instated a program to purchase lands and provide landowners with advice and rebates should they enroll in the Managed Forest Tax Incentive Program (MFTIP). Established through the hard work of the former planner, Alison McDonald, did this program come to fruition and hopefully will continue.
- I cannot say for sure but the last time that SDG Counties purchased a significant amount of forested property was when Domtar Inc. began selling its forest properties prior to the mill's closure.

6. Support and promote the Raisin Region Conservation Authority Tree Seedling Program.

- I believe that 6,7,8 could be combined

7. Support residents and others in developing tree planting plans that ensure the long term survival of the tree plantings.

- This is where a partnership with the CA's and other forest organizations such as Forests Ontario, Eastern Ontario Model Forest and Ontario Woodlot Association who have the knowledge and expertise to deliver a planting program for the Counties, Municipalities and landowners. Don't recreate the wheel.
- The Counties and Municipalities, though having forested lands, have given the management of these lands to both the Ministry of Natural Resources and Forestry and now South Nation Conservation. Till this year, Raisin Region Conservation has delivered a CA wide planting program. Whether it will continue is up to the Raisin Region CA. At a limited scale the 50 Million Tree Program will continue though Forest Ontario.

8. Support and participate where possible in tree planting efforts by the Raisin Region Conservation Authority.

- Unfortunately the Raisin Region CA currently has no forest staff. Their forest programs have always concentrated on planting and never on woodlot management. In the past the CA has been focused on water quality, source water programs such as the Cornwall Area of Concern-Remedial Action Plan (RAP) or Source Water Protection. Unfortunately changes to the Canada-Ontario Agreement (COA) have led to removal of

most of the forest criteria originally listed in the RAP. It has recently been recommended that they hire a contractor for their planting program and look into having their forested lands placed under the Managed Forest Tax Incentive Program (MFTIP).

9. Develop a municipal commemorative tree program where people can buy and plant trees in municipal parks in honour of their loved ones who have passed or organizations.

- Though thoughtful this would be a minimal activity and would not add to the protection, restoration or enhancement of tree cover at a landscape scale.

10. Require a tree planting schedule as a condition of draft plan approval for new subdivisions that will require one native tree in front of each lot within the front yard.

- Basically aimed at urban areas, this would be a minimal activity as the planting of a tree in one's front yard does not add to the retention of forest cover at a landscape scale, nor diversity, nor habitat protection.

11. Support the replacement of native trees that are proposed to be removed as part of a development; either in a new location on the subject property or in a mutually agreed upon location elsewhere in the Township.

- Somewhat akin to the Butternut compensation plan, I think that developers should be required to replace the trees or equivalent area of trees removed. This could be accomplished by:
 - purchasing and donating forest property
 - purchasing and donating wetlands
 - purchase of trees for landowners and community programs
 - education programs and workshops

12. Encourage tree planting as part of the Landscaping Program within the Township's Community Improvement Plan.

- A good opportunity to promote planting, educate the public on the benefits of trees and tree cover.

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

- The PPS, Section 2.1, lays out the definition of "Significant" and has set criteria for wetlands, woodlands, valleylands, wildlife habitat, areas of natural and scientific interest and coastal wetlands. Though the PPS states that no development or site alteration shall occur unless it has been

demonstrated that there will be no negative impacts on the natural features or their ecological functions, it goes on to state nothing in policy 2.1 is intended to limit the ability of agricultural uses to continue. Unfortunately studies conducted for the Cornwall Area of Concern-Remedial Action Plan did find that both wetlands and coastal wetlands were being altered through filling.

- Woodlands, riparian and hedgerows have been significantly reduced as well.
- I understand that a project to determine a natural heritage system throughout the United Counties, as mandated by the PPS. This policy should reflect the results of the project which I assume will be incorporated into the Official Plan.

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

- It should be made clear that the 25% reduction in municipal tax applies only to the approved forested lands on the property. Residential lands (homes, barns, sheds) are not included in the tax reduction and so property taxes will decrease but not 25%.
- Under the Farm Tax Rebate Program, farmers are allowed to retain limited amount of forested lands on their property without penalty. There are also incentives through the Soil and Crop Association for forest management.

Monitoring

The General Manager of Community Services shall be responsible for monitoring the implementation of this policy.

- I recommend that a forester, forest technician or arborist be contracted to do the inventories, assessments and participate in the planning that will be required once this policy is passed.
- When it becomes necessary to remove trees, the trees should be marked and removed by an approved contractor.

Yours Truly,

Dorothy Hamilton

Dorothy Hamilton
709-323 Second St. East
Cornwall, ON
K6H 6J9

Cc: Joanne Haley, General Manager of Community Services



September 18, 2019

Glengarry Federation of Agriculture

Township of South Glengarry

Re: South Glengarry Tree Canopy and Natural Vegetation Policy

Thank you for the opportunity to comment on the draft for the South Glengarry Tree Canopy and Natural Vegetation Policy. The Glengarry Federation of Agriculture would like to recommend some changes to this Policy.

Under the **Priority Action**,

1. "Prevent tree removal within Township open and unopened road allowances"

We would like this removed.

2. "Prevent tree removal on Township – owned land."

We would prefer it to say – Encourage canopy maintenance on Township – owned land.

11." Support the replacement of native trees that are proposed to be removed as part of a development; either in a new location on the subject property or in a mutually agreed upon location elsewhere in the Township"

We would like a better definition of development. Development could mean converting bush to farm land. Also we would like any trees that are to be planted not be planted on prime agricultural land.

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

What exactly does this mean? Can you be more specific? When you are assessing the Woodlands, Wetlands and Natural Heritage Systems we ask that you do not solely rely on aerial pictures but actually walk these properties.

The Glengarry Federation of Agriculture supports the recommendations already made by the South Glengarry Agricultural Advisory Committee regarding the Tree Canopy and Natural Vegetation Policy.

The Glengarry Federation of Agriculture is ready to meet with you to discuss any of our recommendations.

Sincerely,

Pres. Rob McDonald

Glengarry Federation of Agriculture

North Lancaster, ON

613-577-0957



**STORMONT, DUNDAS & GLENGARRY CHAPTER OF THE ONTARIO WOODLOT ASSOCIATION
(S.D.&G. CHAPTER OF THE OWA)**

September 17, 2019

Ms. Kelli Campeau,
Clerk,
Township of South Glengarry,

Dear Ms. Campeau,

The SDG Chapter of the Ontario Woodlot Association (OWA) is an organization of woodlot owners, some of whom live in South Glengarry. We encourage our members and other woodlot owners to promote and manage sustainable woodlots for the benefit of current and future generations.

We congratulate South Glengarry Council and Staff for a well thought out "Tree Canopy and Natural Vegetation Policy".

As President, I attended the Public Meeting on September 9, 2019 and then informed my Chapter's Board of Directors of the concerns of the attendees who spoke. We would like to address some of those concerns and also some of ours.

The Board believes that the "Benefits" sections should address the benefits of Tree Canopy and Natural Vegetation's amelioration of the extremes of Climate Change. The heavy rains or droughts will have less effect on the land in our township and county if there are woodlots and wetlands to balance these weather extremes.

It is incumbent upon the Council to continue to refine and then implement the Policy even if there is a change in the Provincial Government's direction. It is a Policy that is both relevant and needed at this point in time.

Re the Monitoring of the Policy, the Board believes that the Council should consider a forester, forest technician or arborist to help the General Manager of Community Services to monitor and implement this Policy. The township Council must realize that implementing, monitoring and enforcing the Tree Canopy Policy is going to cost tax dollars. We believe that most taxpayers think that this cost is justified.

The Board understands the concerns of the farmers re imposition of rules on property they own or rent. However, their concern that this Policy will lead to a Tree Cutting Bylaw should not

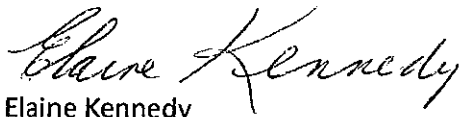
P.O. Box 29, 38 Victoria St., Finch, ON, K0C 1K0, sdgowawood@gmail.com
Ontario Woodlot Association (OWA) - <https://www.ontariowoodlot.com/>

control this policy. If the Council decides in the future that such a Bylaw is needed, their concerns re its contents should be dealt with at that time.

This Policy may need some tweaking from input from the citizens of South Glengarry but the Council should remember that its purpose is to serve all the citizens not just one segment representing a few families.

If the SDG Chapter of the OWA can be of service to the Council in any way, please feel free to contact us.

Yours truly,

A handwritten signature in black ink that reads "Elaine Kennedy". The signature is written in a cursive style with a large, stylized 'E' and 'K'.

Elaine Kennedy

President

Cc: Joanne Haley, General Manager of Community Services

Joanne Haley

From: Kelli Campeau
Sent: September-10-19 2:11 PM
To: Joanne Haley
Subject: FW: Trees

-----Original Message-----

From: Helen Sloan <helen.sloan01@gmail.com>
Sent: September-10-19 1:58 PM
To: Kelli Campeau <kcampeau@southglengarry.com>
Subject: Trees

Hi,
I believe that farmers own their land but they should be good stewards of said land. When I see planting done right to a water's edge, the tree line having been cut, you know farm chemicals go right into the water. This is not a responsible practice. Are corn and soybeans so profitable that every tree must go. They say farmers feed cities but I don't believe that of the crops in our area. In places where trees have all been stripped along highways, snow covers the road causing traffic mishaps. In some cases the farmers who cut the trees are paid by taxpayer's money to put up snow fences. Too many trees cut can also cause erosion of the land. Animals have lost homes due to deforesting as well. I know farmers have too many rules and regulations these days but please protect our earth and water.
Sincerely,
Helen Sloan
Sent from my iPad

Joanne Haley

From: Kelli Campeau
Sent: September-10-19 5:11 PM
To: Stephanie Jaworski
Cc: Joanne Haley
Subject: Re: Tree Cover By-Law

Perfect, thanks Stephanie!

Get [Outlook for iOS](#)

From: Stephanie Jaworski <sjaworski@southglengarry.com>
Sent: Tuesday, September 10, 2019 4:53:12 PM
To: Kelli Campeau <kcampeau@southglengarry.com>
Subject: FW: Tree Cover By-Law

Hi Kelli,
I received this feedback on the Tree Canopy Policy.

Stephanie Jaworski
Councillor / Conseillère
Township of South Glengarry
613-361-2232

-----Original Message-----

From: noreply@southglengarry.com <noreply@southglengarry.com> On Behalf Of Marcel, Angela & Martin Dorie
Sent: Monday, September 9, 2019 1:54 PM
To: Stephanie Jaworski <sjaworski@southglengarry.com>
Subject: Tree Cover By-Law

Regarding tonight's public meeting which we fully expect will be taken over by local (and not so local)"environmentalists", we wish to advise you that we expect Council to stand firm behind the current amended (Angela notified Joanne if an error) draft of the new Tree Cover By-Law.

As local farmers (third and fourth generation in SG) who started on 18 acres and now own and lease a combined 400 acres, this is our land. WE bought it or are paying rent on it plus WE pay the taxes on it all. It is OURS.

If we choose to reclaim any of this land by cutting trees and, in doing so we do not disturb any environmentally sensitive areas or protected species, no one has the right to tell us we can not do so just as we do not tell these "environmentalists" what to do with their land.

In too many cases it is purely about people preferring to look at trees instead of crops. If they want to ensure that the view from their houses never changes they had better buy that land too. They have no guarantee it will remain there forever.

This is an AGRICULTURAL township. Please ensure that it stays this way and that farmers can continue to farm their land as they see fit and not at the whim of others who are now living on land which was once farmed.

These people do not seem to realize that, should they get what they want, before the By-Law is passed they will be responsible for the mass cutting of millions of trees in South Glengarry. What isn't standing can't be protected..

As our elected representatives, please ensure you vote for us, the farmers of SG

Origin: <https://www.southglengarry.com/en/municipal-services/council.aspx>

This email was sent to you by Marcel, Angela & Martin Dorie<willaway@live.ca> through
<https://www.southglengarry.com/>.

Joanne Haley

From: Stephanie Jaworski
Sent: September-10-19 5:35 PM
To: Kelli Campeau
Cc: Joanne Haley
Subject: Tree canopy comments

Hi again,

I received the following comments via text:

"As Organic Dairy Farmers in South Glengarry, we view the quick disappearance of forest in our area of Ontario as worrying.

Trees are a very important part of our Ecco system . Not only are they beautiful to look at but also provide at great place for a picnic or tree Hammock.

Not to mention that they help clean the air, slow water runoff, prevent soil erosion etc.

I understand that farmers have rights but we all live in this township and should try to come up with some good compromises that will work for all of us here today and our children and Grandchildren.

Thank you

Heidi and Michael Krol
Curldale Farms"

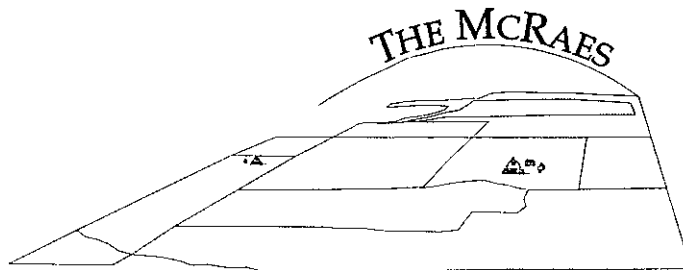
Stephanie Jaworski
Councillor/ Conseillère
South Glengarry

MCRAE FARMS LTD.

21535 Old Highway 2
Bainville, Ontario K0C 1E0
Phone: (613) 347-2226
Email: shawn@mcræefarms.ca

September 11, 2019

Township of South Glengarry
6 Oak Street, PO Box 220
Lancaster ON K0C 1N0
613-347-1166
Fax: 613-347-3411



Re: Tree Canopy and Natural Vegetation Policy

Thank you for the opportunity to speak at Monday night's public meeting to discuss forest management policy in South Glengarry. It is refreshing to have public policy aired out in the open, like clean laundry on a sunny summer day, and I would like to thank and congratulate you for doing so.

In general terms, South Glengarry's "Draft Policy" is largely limited to that of managing trees and forested areas on properties that are publicly owned, and that is a satisfactory objective. To extend policy such that it would, in effect, control tree removals and forest management on private lands, would constitute egregious government overreach.

So called "old growth forest" is extremely rare in South Glengarry. Almost every acre has been clear cut at one time, and in most cases, multiple times. In instances where private land has been idled in the past century and allowed to return to bush, there are those who seek to purchase it and convert it to cropland. It is important for my fellow citizens and our municipal representatives, to focus upon the cause, and not just the effect, of this phenomenon; one that is not unique to our time.

By the 1920s, most of SD&G was deforested and farmed, and like today, much of that can be attributed to big government policy. Our country was recovering from the cost of the Great War – both financially, and in terms of human, demographic and psychological cost. National initiatives were unfurled to boost immigration, the economy and industry, open the West, unleash the agricultural potential of the Great Plains, the mineral and timber resources of the Canadian Shield and the Rocky Mountains. Consequently, a boom/bust cycle ensued and the 1930s brought ecological degradation, the dust bowl, financial ruin, and human suffering. Nearly a century later, the debates continue in economic circles (ie. Ben Bernanke: two term chairman of USA Federal Reserve) regarding the role that federal and central banking policy played in the creation and exacerbation of the Great Depression. However, it can be safely said that national "central planning" played a large role.

And so, today, while our local pulp/paper and saw mills have been regulated out of existence, we've also experienced a massive (2008) global-scale credit crisis, and an ensuing firestorm of unprecedented international financial manipulation: quantitative easings, macroprudential debt reallocations, helicopter money, too-big-to-fail-bail-outs, save-the-nation-bail-ins, negative interest rates, a corporate welfare bonanza, and government intervention *ad nauseum*. The upshot, down on the farm, is economic distortion. A national policy to force the blending of corn-ethanol with gasoline has inspired farmers to convert pasture, hay, bush and stony knoll alike into "prime land" for corn production. The simultaneous flood of cheap credit, facilitated in Canada by the Farm Credit Corporation Act (FCC) has been inducing farmers to borrow, buy new equipment, expand acreage, and

"clear land for more corn", where interest-only loans are not uncommon. Are our South Glengarry farmers to blame for playing their part in the high-stakes fiscal experiment that top-level national and international power brokers have conceived and orchestrated?

Inevitably, our resident socialists are now calling for a doubling-down on government intervention. "There must be a ban on tree cutting!!" Those who no doubt applauded and supported the cause of the problem, now cry foul at the result. The only losers in this scenario are landowners like me, who have recognized and resisted the perils inherent in cheap credit, saved money instead, lived within our means, preserved our private woodlands, and have argued strenuously in support of liberty, sound money and private property rights. We will be robbed, as the raucous socialist mob takes what we've earned and conserved for our family. As I described publicly Monday night, this has already happened to our St. Lawrence River waterfrontage, first deemed "hazard lands", then "floodplain" (although already continuously flooded by the most controlled artificial lake in the world), then "provincially significant wetland", then "provincially significant coastal wetland complex".... and so on, until the Township, the Province, and all attendant agencies became the *de facto* owners through statutory and regulatory confiscation. Working together, they eventually reduced the market value of a 6000-foot water frontage and 200 acres of land, to near zero. I now stand to watch the same gut-rending process happen to my woodlands. Would I not be wise to tear it down right now? That's the "tragedy of the commons", is it not?

To understand what it was like for my family to be up against the bureaucrats of the Township, the RRCA, MNR, MAH central planners, and their limitless resources, and frankly to understand socialists in general, one ought review the classic scene of the movie "The Silence of the Lambs" where Clarice is questioned: "What NEEDS does he serve.... No! He covets. That is his nature...we begin by coveting what we see every day". And now, after fighting, and failing, for forty years to protect our riverfront "wetland" property from government confiscatory policy, I must go back to war over my woodlands along Sutherland Creek. Simply remember, when drafting policy on issues such as these, that the petitions you hear, and the statutory edicts you feel pressed to comply with, are all put forth by those who inherently covet properties that belong to people like me. "Why spend my own money to purchase property when I can take it by force and to Hell with the lawful owners?" said every tyrant in human history.

To my municipal council and staff, please stand strong against these seemingly inexorable (and sometimes outwardly innocuous) pressures and trends. It is far more injurious, long term, to permanently cut down our property rights and personal liberties, than it is to temporarily harvest a portion of "our" trees (the fact that the Crown owns 87% of the land in Ontario notwithstanding?). National economic policy will change again, trees will grow back, but "liberty lies in the hearts of men and women; when it dies there, no constitution, no law, no court can save it" (Judge Learned Hand, 1950).

Thank you again for considering this policy very carefully, while being cognizant of the "big picture". As I noted Monday night, a simple statement to affirm that "We, as South Glengarrians, love our forests." will suffice to satisfy the statutory requirement of the current legislation. Furthermore, and most importantly, it must be attended by a simultaneous affirmation of our staunch respect for, and defense of, private property rights.

With thanks and sincerity,



Shawn McRae
McRae Farms Ltd.

Joanne Haley

From: Will-a-Way Farms <willaway@live.ca>
Sent: September-11-19 3:56 PM
To: Joanne Haley
Subject: Tree Canopy By-Law

Read in the Standard-Freeholder that you are accepting comments on the above issue. On Monday we, as a farm, sent emails to all five council members. The following is what was sent:

"Regarding tonight's public meeting which we fully expect will be taken over by local (and not so local)"environmentalists", we wish to advise you that we expect Council to stand firm behind the current amended (Angela notified Joanne if an error) draft of the new Tree Cover By-Law.

As local farmers (third and fourth generation in SG) who started on 18 acres and now own and lease a combined 400 acres, this is our land. WE bought it or are paying rent on it plus WE pay the taxes on it all. It is OURS.

If we choose to reclaim any of this land by cutting trees and, in doing so we do not disturb any environmentally sensitive areas or protected species, no one has the right to tell us we can not do so just as we do not tell these "environmentalists"what to do with their land.

In too many cases it is purely about people preferring to look at trees instead of crops. If they want to ensure that the view from their houses never changes they had better buy that land too. They have no guarantee it will remain there forever.

This is an AGRICULTURAL township. Please ensure that it stays this way and that farmers can continue to farm their land as they see fit and not at the whim of others who are now living on land which was once farmed.

These people do not seem to realize that, should they get what they want, before the By-Law is passed they will be responsible for the mass cutting of millions of trees in South Glengarry. What isn't standing can't be protected..

As our elected representatives, please ensure you vote for us, the farmers of SG."

We also have a proposal which may, or may not, encourage local farmers to at least leave the poorer quality land in trees. We know that many clear everything in a parcel, regardless of its zoning and land classification, the theory being that a big square field is easier to work than misshapen fields plus every square foot has cost them so must produce. When the land proves too stony, even almost solid rock at times, the outfit from Quebec arrives and spends weeks pulverizing all the rocks. This is not right and those are prime areas for leaving forested. In this respect we can understand where the anti-clearing movement comes from.

Firstly, allow clearing only on prime agricultural zoned land, A1 and A2. All other land types need SG approval to determine if the environmental cost would be worth the expected farm profits. RRCA and SNCA would love to be involved with that!

Secondly, for farmers with forested areas, agree to not charge property taxes on that area. The income the township receives from agriculture has greatly increased over the past 3 years since assessments were almost

doubled so the township can well afford it. From our calculations, using some unimproved land we own with no buildings as a base, property taxes are about \$14 per acre. ten acres of forest would be \$140 less taxes to pay. One hundred acres would be \$1400. less.

Farmers would have to register their forested acreage every year by a specified date giving location and acreage. A summer student (paid by the provincial program) could verify the claimed land on Google Earth over the summer and either the By-Law inspector or the student could make random spot checks.

If or when the forested area is ever cleared, the tax break for the past X years could be re-payable. More incentive to leave trees standing as time goes on.

We can understand the concerns expressed at the meeting especially seeing the work being done by area farmers we once held in high regard. They are obviously only out for the almighty dollar with no regard to the land, but saying "No!" to everyone is not feasible either. There has to be a carrot held out to encourage farmers to comply.

Angela Dorie

Ms. Kelli Campeau,
Clerk,
Township of South Glengarry,

September 12, 2019

Dear Ms. Campeau,

I am writing in response to the request for input on the South Glengarry Policy on Tree Canopy.

I attended the meeting on Monday, Sept. 9 and was encouraged by the broad public interest in the subject of tree cover in our township and region. I support a strong Tree Canopy policy in South Glengarry and encourage the council to monitor and enforce the policy and any by-laws that flow from it. It has been evident for years that negative and illegal tree-clearing actions on public and private property have gone unrecognized and without financial penalties.

Further policy recommendations include

- Tree Canopy Policy should be under the Environment Committee not the Agriculture Committee. The Ag Committee has an obvious conflict of interest.
- Review of tree cover % should be every 2 years by a professional forester or Ontario MNR.
- Update of policy and action plan every 2 years following the review.
- Township commitment to replace trees on SG land lost to emerald ash borer, beech scale and Dutch elm disease.
- Strongly encourage and monitor buffer strips and vegetation planting near municipal drains, creeks and rivers even on private land.
- Encourage planting of windbreaks on private property to reduce winter road hazards.
- Review the property tax loss implications of land conversion – MPAC has key role but does not receive any information since there are no permits for farmland conversions.

I believe South Glengarry has a population of at least 12,000 citizens. I also believe that most citizens value and appreciate seeing trees in their yards, on roadsides and on fence lines. I also question the influence of a few large cash croppers who own or rent land in SG and other municipalities. Has SG done a study of the economic value added by these few families? There are no farm equipment dealers in South Glengarry (Green Valley Kubota has small items). Munro Agromart is the only major crop input supplier. Major Inc. in North Lancaster is owned in Quebec and the poultry and pork goes to Quebec for processing. The common refrain is that these large cash crop farms are feeding Canadians. The current reality is that most corn is going into ethanol and most soybeans will go to China or Europe if allowed.

South Glengarry has earned a reputation for strongly enforcing the building code. I would hope that our township would see the merit in implementing, monitoring and enforcing a policy and/or bylaw that preserves and encourages trees and forests.

Yours truly,

Bruce McPherson, 19637 County Road 25, Apple Hill, K0C1B0

PRESENTATION TO SOUTH GLENGARRY TOWNSHIP

Public Input to Proposed Draft Tree Canopy Policy

My name is Tina Cairncross and I have been a resident of South Glengarry for 33 years. I have huge concerns about the rapidly disappearing tree canopy in our Township. We live in a time when massive amounts of polluted air surround us all, which bring talks of carbon taxing, cap and trade policies as solutions, but forests are the best natural carbon sinks which can continue to improve our air quality at no cost to us. What are the costs of air pollution to our health and continued well being? We need to keep our forests, what little we have left.

Water quality is another ever-present concern both locally and globally. Water purity is a must and trees and wetlands play huge roles in keeping our water safe for our use. In 2006 the Raisin Region Conservation Authority studied our South Glengarry sub-watersheds, 15 of them actually, and the 5 watersheds with the lowest tree cover averaging 16.4%, received the poorest grades with 4 of the 5 getting an F grade for their water quality. It is a report card one would be ashamed of to take home, to show their grand children. It is clear from their documents that where tree cover was sparse, water quality was poor. That study was done 13 years ago and I wonder what this report card would look like today as we see our tree cover disappearing daily in our Township. We need to keep our trees.

I understand that none of us wants to be told what to do with our land, as I too am a landowner. I have my 12 acres, the next person has 100 acres and the next has 1000 acres, but there is a bigger picture at play here, and we all live in that bigger picture and all have a responsibility for its care. Science tells us that we are at a tipping point and any decisions you make as a council today will impact which way the tipping will go tomorrow. We cannot lose sight of this big picture. Thinking globally, and acting locally has never had more meaning. We mustn't lose sight of the value of our forests.

I think back to over a year ago when the powers that be wanted to close our only two Public High Schools and how we all fought against this saying that no one would want to live here if our schools were gone. I feel that the continuing loss of our trees will have an equal effect as to who wants to live here. I bought my 12 acres because of its trees.

We need to look at trees and see their worth in a positive light, how they benefit us and keep our community healthy, from improving our air and water quality, two of the very basics of living a healthy life on this planet, to see the value of keeping a windrow ^{of trees} field-side to keep our top soil where it is needed most. You never get forests back when you clear-cut them, even when re-forestation is undertaken. You never get them back the same as when they grew naturally. When they're gone they are gone for good.

As stated in South Glengarry's "Tree Canopy and Natural Vegetation Policy" the purpose is twofold, to **reduce the loss of tree coverage and protect and increase tree coverage**. I see very little in your action plan that will accomplish either one of these purposes. And if you wait another 5 years to review this policy, there will be fewer trees again to talk about. Please have the courage and foresight to take a firm policy stand now on protecting our forest cover. *and our quality of life*

Tina Cairncross

Respectively submitted

Tina Cairncross

4658 Glen Roy Road

September 9th, 2019

Good evening members of Council, Municipal representatives, ladies, and gentlemen.

Thank you for giving us the opportunity to offer some suggestions for consideration in the draft policy for tree canopy and natural vegetation.

We are without question standing at a precarious moment in time where people around the world are concerned about climate breakdown, biodiversity loss, and the risk of social and ecological collapse. I am here with suggestions that may assist in averting such happenings... that may assist LIFE in our community to co-flourish.

Suggestions for inclusion in The Draft Tree Canopy & Vegetation Policy.

-Review frequency,

May I suggest every 2 years or as needed.

As our forest cover numbers from 2014 indicate we are below the 30% minimum canopy cover needed to support biodiversity. The newest calculations coming in 2020 may well indicate taking another look at the policy sooner rather than later.

Applicability

-With reference to "Nothing in this policy is intended to restrict normal farm practices as defined by the Farm Practices Protection Act, R.S.O. 1990

****Suggestion:** There are best practices suggested by the Ontario Ministry of Agriculture, Food & Rural Affairs. For my own personal mental health, that of our community, the health of our water and future generations of humans and wildlife, I would like to see the Policy require best practices be followed.

-Priority Actions.

****It really concerns me that I do not see anything new here that has not been practiced and supported in the past. Despite these priority actions which South Glengarry and neighbouring Counties have supported in the past, our tree canopy and natural vegetation numbers have been continually going down. These 'priority actions' are not increasing our numbers. Perhaps it is time to put some teeth into new priority actions.**

-#6, #8.... Yes, I know tree planting efforts by RRCA have been supported. This has not grown our canopy numbers.

Suggestion: The RRCA, South Nation Conservation, St. Lawrence River Institute, and the St. Lawrence Remedial Action plan have given advice to all the Counties regarding buffer zones, aquatic habitat degradation along our waterways, encouraging enhancement of the protection, number, size, quality and distribution (ie. Reduce fragmentation) of certain terrestrial habitats (i.e., mature and over mature forest, riparian habitats) and their dependent species. I believe it is time to take the advice of our Conservation Authorities and Environmental groups in hand, identify appropriate remedies and **ensure their implementation. Improving our shoreline/water course way habitats (known as the ribbon of life) will assist 90% of our aquatic life and 70% of land-based wildlife.

#10, 11

Require a tree planting schedule as a condition of draft plan approval for new subdivisions that will require one native tree in front of each lot within the front yard.

Support the replacement of native trees that are proposed to be removed as part of a development; either in a new location on the subject property or in a mutually agreed upon location elsewhere in the Township. This would in fact be splitting up a familial community and would affect wildlife and tree health.

**Suggestion: Firstly...Have all our Councillors and Municipal employees watch 'The Hidden Life of Trees' available at the Cornwall Public Library featuring German forester Peter Wohlleben and scientist Suzanne Simard from The University of British Columbia, Canada) This would give all an informed understanding of our tree and vegetation communities.

**Suggestion: Secondly... I respectfully ask you to consider to leave a portion of the tree and natural vegetation cover in the proposed new subdivision. This keeps part of the tree/vegetation community in tact which supports people health, tree and wildlife health, and makes the community a more desirable community to live in.

Lastly if there is any way that I can assist my community in preserving and growing our Tree Canopy and Natural Vegetation cover... simply let me know. I would be happy to help. Thank you. Jacqueline Milner, 613.931.3514

September 18, 2019

Township of South Glengarry
6 Oak St. P.O. Box 220
Lancaster ON K0C 1N0

ATTN: Joanne Haley

This letter is regarding your request for input for the proposed Tree Canopy and Natural Vegetation Policy.

The Township By-Law #33-14 is not working especially Chapter 13 (Farm Equipment)

We are concerned about the unopened road allowance between concessions 4 and 5 East of Hwy 34.

- About 1200' or 1 acre of this allowance was clear cut and the wood sold.
- A survey was done and paid for by the township in March 2014 to locate about 1 mile of the north limit of the 40' wide allowance. 16 steel posts were used to mark this north limit.
- Stumps and stones were removed by the land owner whose land is north of the unopened road allowance.
- Adjoining field to the north and the road allowance were cultivated and seeded as one field in 2019.
- 5 survey markers have been removed.

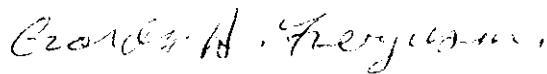
This clear cutting of a green road was not for access to the adjoining farm to the north.

This is not right and is not fair to those who respect that green roads are public property and to be used for access if necessary.

Chapter 13 of by-law 33-14 does not give the General Manager of Infrastructure Services any guidance whatsoever in administering this section of the by-law.

I would like to suggest the following:

- If access is granted under chapter 13 it must be a maximum of 15 feet wide, centered in the 40' allowance. A survey must be done to verify allowance limits.
- Adjacent landowners must be notified if someone applies for access so they can make sure no one is cutting trees or excavating on their own property.
- Permission for access should only be given if justified as the only means to access a certain property. This justification must be in writing.
- All authorized cutting and excavation on allowances to be monitored by a by-law officer.
- The township should put a tree cutting moratorium on public land until chapter 13 of by-law 33-14 is updated.



Gordon A. Ferguson
5133 Cty. Rd 34
Williamstown, On
K0C 2J0

September 18, 2019

Township of South Glengarry
6 Oak Street P.O. Box 220
Lancaster, ON K0C 1N0

Attention: Joanne Haley

RE: Tree Canopy and Natural Vegetation Policy

I would like to express to you, as I have to the council members and the public in attendance on September 9th, 2019, my support for the Tree Canopy and Natural Vegetation as it is drafted with respect to protecting trees on open and unopened road allowances as well as on Township owned land. If the community is to take the conservation of the tree canopy seriously, the Township has to take the lead and set the example of conservation of tree cover on properties that are publicly owned and of benefit to the entire community. Likewise, the By-Law regarding the use of unopened road allowances should continue to reflect the restrictions put in place at that time regarding any changes to unopened road allowances and be supported by the Tree Canopy and Natural Vegetation Policy including section 13 of the By-Law (Farm Equipment).

In a 2009 RRCA survey of 14 of the watersheds in South Glengarry, the average forest cover of five of them was 16%. This 16% includes a large percentage of tree cover on unopened road allowances in these five watersheds. If the Township restricts cutting of trees on these publicly owned lands it will have a major impact on maintaining what tree cover there is left.

In acknowledging that road allowances were initially set out to allow access to private properties, we have to accept that the role of these lands has changed now that infrastructure has been well established in the township since its initial settlement. These public lands now play an important role for recreation and environmental benefits to the public. In very few cases would a road allowance need to be opened to allow access to a property. I feel that under no circumstance should an unopened road allowance or township property be cleared for cultivation to the sole benefit of an adjacent landowner.

With regards to restrictions to cutting of trees on private properties, as we witness the emotion of landowners exercising their right to choose how they manage their properties, I would suggest that this issue be addressed by major property tax reform. The benefit of these privately owned woodlots to the general public is not currently valued in the existing property tax scheme. I believe that this reform is beyond the scope of the Tree Canopy and Natural Vegetation Policy and should be part of an overall climate change initiative by all levels of government.



John Ferguson
Glen Gordon Farms Ltd
5205 County Road 34
613.360.2621

To Members of Council of South Glengarry

My name is Robert McDonell. I live at 19785 Cty. Rd #17 in Williamstown. I own the farm just east of the High School. It is 300A. of which 50A. is bush (wood lot). This bush has been used for a number of purposes

- 1 – wood to heat our house (ash - maple - beech)
- 2 – wood for construction (hemlock)
- 3 – wood for carpentry (pine)

This discussion seems to be about tree cover. I went on the internet and typed in “ Tree Cover Ontario”. The site showed that Ontario is divided into four (4) regions. Regions one (1) and two (2) are in Northern Ontario and make up about 75% of the province. Region four (4) is a small area just north of Lake Ontario and Lake Erie which is about 5% of the province. The remaining 20% of the province where we live is called “ The Great Lakes St. Lawrence Forest Region”. This region is 62% forest cover. This area includes Algonquin Park and the Upper Ottawa Valley which has a lot of trees. This area is a rough stony almost semi mountainous area and a very good place for trees. At either end of this region are the farming areas of Western and Eastern Ontario .Western Ontario used to be called the bread basket of the province but today Eastern Ontario can compete very favorably. South Glengarry has very fertile soil and especially the eastern half of the township (Lancaster Township).

There have been some complaints about land clearing. We have to remember that almost 100% of land that is cleared goes into growing

crops (food production). There are very few virgin forests in our area therefore almost all cleared land has been farmed in the past. When our region is 62% forest cover I have no objection to using our very best land for growing crops (food) even if it means clearing forest areas. I do hope that our wet lands will be saved. We certainly do need them.

Carbon Dioxide(CO₂) is another controversial subject. I forget where I either read or heard on the radio that we have enough trees in Canada to look after all the CO₂ that we produce. Canada has 34% forest cover. What we seem to forget is that CO₂ is needed in everything that grows whether it is corn, soybeans, small grains, grass, or even weeds. Commercial greenhouses add CO₂ to their operations and usually at two to three times atmospheric CO₂ levels. Plants will grow stronger and faster, and with greater yields under such conditions.

A few years ago when we were milking cows we used to get a publication from the USA called "Hoards Dairyman". In one issue was a story about a municipality in Michigan that teamed up with their local Real Estate Industry and every time there was a land transaction the buyer was told three (3) things:

- 1 – You now live in the country
- 2 – There are going to be smells
- 3 – There are going to be noises

Maybe if South Glengarry would join with the local Real Estate Industry they could add "Plant Some Trees".

Another subject that gets very little attention is the number of acres of often prime farm land that goes into development every year.

South Glengarry calls this a “ Tree Cover Policy” and are trying to get the feeling of the people. Sometimes policies like this leads to bylaws. Please don’t pass another law that will rule my life and tell me what I can do and cannot do on my farm. Farmers are and have always been the best stewards of the land.

Robert McDonell



September 13th, 2019

Council of South Glengarry

I attended your open meeting of September 9th, 2019 and write to confirm my opinion on the policy set out in the paper circulated at that meeting.

The priorities in such a policy should be the first 3 with one addition to number 3. There are hundreds of unopened road allowances both east and west, and north and south. Some of these are being used by abutting land owners for their own profits. The Township should as a priority reclaim these by planting them with trees thereby promoting a green canopy and preventing what in most circumstances amounts to theft of public property.

Finally all this will be for naught unless you are prepared to have your by-law officers enforce the policy (hopefully bylaw).

Respectfully submitted

A handwritten signature in dark ink, appearing to read "Randolph Ross", is written below the text "Respectfully submitted".

Randolph Ross

INFORMATION REPORT



REPORT TO: Council of the Township of South Glengarry

MEETING DATE: May 16, 2022

SUBJECT: Char-Lan Recreation Centre - Advertisements

PREPARED BY: Sherry-Lynn Servage, General Manager of Parks, Recreation and Culture

Please see below the current advertisement options at the Char-Lan Recreation Centre (CLRC). Advertisements are obtained by the Junior B Rebels and they receive 100% of the profits. The installation of advertisements is completed by the Township, installations occur frequently at various points throughout the ice season.

Advertisement Options:

- 30 rink board advertisements
 - Approximate income of \$22,500 per year
- 1 in-ice logo
 - \$1,500 per year
- 26 advertisements behind the players benches
 - \$12,000 per year
- In addition, Junior B has 24 player boards that are above the player benches and advertisements are attached to these player boards.

The General Manager of Parks, Recreation and Culture and the CAO met with the Junior B Rebels on April 25, 2022 to discuss their advertisements that are displayed at the CLRC. Junior B provided their financial summaries from the 2019/2020 and 2020/2021 seasons at this meeting; the financial summary from the current season (2021/2022) has not yet been completed and was not provided.

Junior B has expressed that the funds obtained from advertising allows the team to continue to operate in South Glengarry and helps maintain their registration fees at a level that is competitive in the league.

Recently, the Char-Lan Minor Hockey Association (CLMHA) and the Char-Lan Skating Club (CLSC) have inquired about advertisement opportunities at the Char-Lan Recreation Centre, please see the letter attached to this report. In addition, Council members have also inquired about the funding opportunities for these organizations via board ads, ice logos, etc.

It is important to note that the dasher boards that have advertisements are a different width to ensure a seamless transition between the boards. Administration is currently working with the contractors for the CLRC Floor Project and has coordinated to have 30 spots allocated for board ads in the new dasher board structure with similar locations to what the facility had previously. This has been incorporated into the new dasher board structure and had to be planned for ahead of time.

Administration has reached out to neighbouring municipalities regarding their advertisement operations, all of which responded that they secure and maintain their own board advertisements as well as receive all associated profits. However, some municipalities that have Junior teams provide them with opportunities to advertise their team sponsors (i.e.; player jerseys with logos, display boards in lobby, etc.).

Moving forward, Township Administration would like to input the following changes with regards to the advertisement operations, regardless of the organizations involved/not involved.

- Establish a proper schedule regarding the advertisements in the facility. Advertisement renewals should be facilitated annually between the months of April and August in order for all advertisements to be secured in their proper locations before the ice season commences.
- Advertisers that do not renew their ad will be removed by Township facility operators after a designated amount of time. It will be the advertiser's responsibility to pick up their ad within a certain timeframe or the ad will be disposed of.
- All advertisers are required to provide their own ads while following measurement and material specs from the Township.
- Should Council decide to keep the advertisements behind the players benches, a proper layout will be determined with specific locations for ads.

Additional advertisement opportunities for discussion:

- Ice resurfer – two (2)
- Additional in-ice logos for a total of four (4)

Administration is seeking direction from Council with regards to advertisement ad locations, funds, and requests received from organizations. If organization(s) continue to be involved with advertisements, proper agreements will need to be established to formalize and standardize the advertisement operations. Please note that a fees by-law would need to be established if the Township were to assume the administration of the advertisement operations.

A summary has been provided below for ice rentals paid to the Township for the 2021/2022 ice season from the Junior B Rebels, Char-Lan Minor Hockey Association and Char-Lan Skating Club. In addition, their average amount of hours rented per week has also been provided.

	Junior B Rebels	Char-Lan Minor Hockey Association	Char-Lan Skating Club
2021/2022 Rental Fees Paid to the Township	\$18,893.60	\$80,804.04	\$21,534.41
Average Hours Rented Per Week	5 Hours	35 Hours	7.5 Hours

May 2, 2022

Sherry-Lynn Servage
General Manager of Parks, Recreation & Culture
Township of South Glengarry
6 Oak Street
P.O. Box 220
Lancaster, Ontario
K0C 1N0

Dear Ms. Servage

The Char-Lan Minor Hockey Association (CLMHA) and the Char-Lan Skating Club (CLSC) respectfully request that the Township of South Glengarry allow us to share in the advertising revenue streams within the Char-Lan Recreation Centre (Arena).

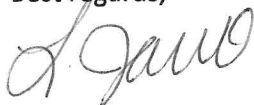
It is our understanding that the Char-Lan Junior B Rebels (Jr. B Rebels) are the sole beneficiaries of all rink board and wall advertising revenues in the Arena. As the CLMHA and CLSC are other major users and non-profit organizations who purchase more ice time than the Jr. B Rebels, we collectively feel that we should be able to have access to this revenue stream. This will allow each of us to aid in keeping our registration costs low for our youth. For comparison, the Rebels directly affect approximately 25 youth, versus approximately 240 for Minor Hockey and 130 for the Skating Club.

Although we are larger organizations than the Jr. B Rebels, we would appreciate sharing all of the advertising opportunities equally.

We suggest that we either be allowed one third each of the advertising locations to sell on our own, or since the Jr. B Rebels already have their contacts in place and we certainly have no intentions of upsetting any of the advertisers, that we each receive 25% of the sales from the Jr. B Rebels (5% reduction as the Rebels would conduct the advertising sale transactions).

Thank you for the opportunity to allow us to keep registration costs low to encourage our youth to stay involved in sport!

Best regards,



Lana Jarvo
President, Char-Lan Minor Hockey Association



Stephanie Slinger
President, Char-Lan Skating Club

CC. Tim Mills, CAO, Township of South Glengarry

INFORMATION REPORT

REPORT TO: Council of the Township of South Glengarry



MEETING DATE: May 16, 2022

SUBJECT: Char-Lan Recreation Centre Floor and Dasher Board Project Update

PREPARED BY: Sherry-Lynn Servage, GM of Parks, Recreation and Culture

The Char-Lan Recreation Centre Arena Floor Project demolition began at the end of March and the General Contractor, Bradley Contracting, has removed the boards, glass and floor. They have also created the subgrade, prepped the apron slab, and have surveyors on site to ensure the surface is level. Throughout the demolition process, cracks in the piers were discovered under the structural support columns on the East side of the building. These were revealed once the concrete floor was completely removed. EVB Engineering prepared drawings and solutions for this in order to address the issue safely and efficiently with Bradley Contracting. The solution required temporary supports anchored to the three existing support beams, removal of the cracked concrete and the pouring of new piers. In addition, time was allotted for the concrete to cure before removing the temporary support beams.

Fortunately, Bradley Contracting was able to continue to move forward with the portion of the floor that was not affected by this item, they continue to use their time as efficiently as possible. However, this structural issue and solution has taken 26 working days to resolve, therefore unfortunately it is now predicted that the project will be delayed. Please see the revised timeline below provided by Bradley Contracting. Please note that these are estimated timelines and they may be adjusted as the project progresses. The cost for these repairs is approximately \$58,000.00. This amount is within the contingency budget that was allotted for the project.

	Construction Completion Date	First Day of Ice Rentals
Original Timeline	August 25, 2022	September 8, 2022
Revised Timeline	September 22, 2022	October 6, 2022

In addition, during the pier repairs, excavation was needed in order to extend the footing level to permit installation of temporary shoring and to fully expose the damaged piers. In doing so, significant water seepage was noted through the foundation wall from the exterior side of the foundation.

It is recommended that the entire East foundation wall be exposed from the exterior side of the building to expose and repair/seal any foundation cracking. During this process, proper drainage should be installed to direct the water away from the building, either via eavestrough, re-grading, and/or installation of a new foundation subdrain. It has been noted by the Engineer that this work does not need to be completed immediately and can be addressed within 1-2 years.

The contractor has completed the necessary work to ensure the foundation is safe enough to continue moving forward with the current project. Based on the technical memorandum from EVB Engineering, when this item is addressed to the full extent in the future, it will not affect the work that is being completed right now. The cracks and drainage can be addressed as a separate item from the exterior of the building. Management has made a note of this structural concern and will plan to bring it forward at the 2023 budget discussions. Costing for this work has not yet been estimated and will be part of 2023 budget research. Please see technical memorandum attached from Greg Esdale, EVB Engineering for reference.







TECHNICAL MEMORANDUM

TO: Sherry-Lynn Servage, General Manager of Parks, Recreation and Culture, Township of South Glengarry
FROM: Greg Esdale P.Eng.
DATE: May 9th, 2022
PROJECT: Char-Lan Recreation Centre – Foundation Wall Drainage
Williamstown, ON

This technical memorandum was prepared by EVB Engineering presenting the east wall foundation drainage deficiency.

Foundation Wall Drainage

During the slab demolition work for the arena slab replacement project, significant concrete deterioration (concrete spalling and disintegration) was observed at three concrete pier locations along the east exterior wall of the arena. These foundation piers support the main frame steel columns of the roof structure. Refer to photo 1 below illustrating the pier damage (similar at 3 locations). These pier repairs were high priority and have been completed under the slab replacement project.



Photo 1: Pier damage

To complete the above repairs, excavation needed to extend to the footing level to permit installation of temporary shoring and to fully expose the damaged piers (approximately 1'-8" at top of piers required repairs). At one location between grids 2 and 3, approximately 14" above the footing level, significant water seepage was noted through the foundation wall from the exterior side of the foundation. The date of this observation was April 19, 2022 during high groundwater level conditions. It is suspected the poor drainage along this wall has contributed to the concrete pier damage.

It is recommended the entire east foundation wall be exposed from the exterior side of the building to expose and repair/seal any foundation cracking. At the same time, provisions should be made to ensure water is directed away from the building foundation via eavestrough, re-grading and/or the installation of a



TECHNICAL MEMORANDUM

new foundation subdrain (this would require a topo survey and design to ensure the drain can be directed to an outlet). This work does not need to be completed immediately but should be addressed in the short term (within 1-2 years). The work should be completed during the summer when the ground water table is lower to facilitate the work.

Please let us know if you have any questions regarding the above noted work.

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

Greg Esdale, P.Eng.





Raisin Region Conservation Authority

18045 County Road 2, P.O. Box 429, Cornwall, ON K6H 5T2

Tel: 613-938-3611 Fax: 613-938-3221 www.rrca.on.ca

MEMORANDUM

To: Township of South Glengarry Council, CAO, and Clerk
From: Lisa Van De Ligt, Team Lead, Communications and Stewardship
Date: April 27, 2022
Subject: RRCA Board of Directors meeting highlights (April 21, 2022)

The Raisin Region Conservation Authority (RRCA) Board of Directors consists of 8 representatives from the RRCA's 5 member municipalities: City of Cornwall and Townships of North Glengarry, South Glengarry, South Stormont and North Stormont.

Following every Board meeting, councils, CAOs and clerks of the RRCA's 5 member municipalities are sent meeting highlights and the date of the next meeting. The RRCA Board meets monthly (except for July, August, and December).

April 21, 2022 RRCA Board of Directors Meeting Highlights:

- Approved minutes from the March 17, 2022 Board of Directors meetings can be found at <http://www.rrca.on.ca/page.php?id=15>.
- Board rescinded the RRCA's Vaccination Policy.
- Board received an update on the RRCA's Raisin River Canoe Race, which took place on April 10 and had 364 participants.
- Board approved the Pointe-Mouillée Restoration – Remedial Action Plan Project workplan.
- Board received an update on the RRCA's administration of Ontario Regulation 175/06 under Section 28 of the *Conservation Act*: Development, Interference with Wetlands, and Alterations to Shorelines and Watercourses.

Next RRCA Board meeting date: May 19, 2022



**Council of the Corporation of the United Counties of Stormont, Dundas and
Glengarry**

COMMITTEE OF THE WHOLE MINUTES

May 3, 2022, 9:30 a.m.

Council Chambers, Suite 321, 26 Pitt Street, Cornwall

Members Present: Warden C. Williams, Councillors, A. Armstrong, S. Byvelds, T. Fraser, K. Gardner, B. McGillis, L. Warden, J. Wert

Staff Present: CAO Simpson, Clerk Casselman, Director de Haan, Director St-Onge, Director Young, Manager of Economic Development Kirkpatrick, Manager of Infrastructure Jans, Communications Coordinator Lihou

1. Call to Order by Resolution

Resolution No. COTW-2022-01

Moved by Councillor Gardner

Seconded by Councillor Warden

THAT the meeting of the Committee of the Whole of the United Counties of Stormont, Dundas and Glengarry be hereby called to order.

CARRIED

2. Approval of the Agenda

Resolution No. COTW-2022-02

Moved by Councillor Byvelds

Seconded by Councillor Warden

THAT the agenda be approved as presented.

CARRIED

3. Disclosure of Pecuniary Interest and General Nature Thereof

4. Approval of Minutes

4.1 November 25, 2021

Resolution No. COTW-2022-03

Moved by Councillor Warden

Seconded by Councillor Gardner

THAT the minutes of the Committee of the Whole meeting, held November 25, 2021, be adopted as circulated.

CARRIED

5. Delegations

6. Staff Reports

6.1 Historic SDG Jail - Feasibility Study

Loren Christie presented the Historic SDG Jail Feasibility Study.

Mr. Christie highlighted uses from the study including film production and capitalizing on the established brand. Additional options included partnering, tracking data, increasing the pricing for services offered, and additional communication and marketing. Mr. Christie noted the importance of completing an engineering assessment as a next step.

Committee directed staff to bring back a report regarding an engineering assessment to assess the structural integrity of the building.

6.2 May 2022 Economic Development and Tourism Update

Manager of Economic Development, Tara Kirkpatrick provided an update to the Committee on the following economic development and tourism activities:

- Business Retention and Expansion
- Advocacy and Business Support
- Business Events
- Conferences, Training and Stakeholder Engagement
- Community Projects
- Regional Incentives Program
- Date My County
- SDG Tourism Update

Committee recessed the meeting at 11:56 a.m. The meeting resumed at 12:28 p.m.

6.3 Amendments to the Personnel Policy Manual

CAO Simpson provided an overview of the proposed changes to the Personnel Policy Manual.

Committee directed staff to make the following revisions to the policy:

- reduce the proposed distance for relocation costs from 500km to 250km; and
- increase the pregnancy/parental leave top up to 85%

6.4 Next Generation 9-1-1

Director St-Onge provided an overview of the NG9-1-1 initiative. He stated that primary telecommunication companies had been mandated to have voice networks NG9-1-1 ready by March 1, 2022 and that decommissioning of the current 9-1-1 service must be complete by March 4, 2025. Director St-Onge provided an overview of the mandatory, non-editable agreement that the County would need to put in place with Bell Canada for 9-1-1 services.

Councillor McGillis left the meeting (Time: 1:10 p.m.)

6.5 EOITC Security Operations Center Initiative

Director St-Onge presented information on the Eastern Ontario Information Technology Collaborative (EOITC). He stated that the EOITC had formed a working group to address cyber related issues faced by its members and that SDG IT was a participating member. Director St-Onge spoke to the working group's goal of contracting a third party to provide a Security Operations Centre to mitigate risks against cyberattacks and protecting the County's information assets.

7. Discussion and Additional Items

Councillor Byvelds requested that an update be provided to Council regarding the Regional Waste Management Study.

Director de Haan indicated that the final draft was complete and ready to be presented. He stated that he would discuss next steps with Warden Williams regarding presentations to local municipal councils.

8. Unfinished Business Summary

9. Closed Session

10. Adjournment by Resolution

Resolution No. COTW-2022-04

Moved by Councillor Fraser

Seconded by Councillor Byvelds

THAT the Committee adjourn to the call of the Chair.

CARRIED

Warden

Clerk



Corporation of the United Counties of Stormont, Dundas and Glengarry
SPECIAL COUNCIL MINUTES

May 3, 2022, 9:00 a.m.

Council Chambers, Suite 321, 26 Pitt Street, Cornwall

Members Present: Warden C. Williams, Councillors, A. Armstrong, S. Byvelds, T. Fraser, K. Gardner, B. McGillis, J. Wert, L. Warden

Staff Present: CAO Simpson, Clerk Casselman, Director Young

1. Call the meeting to Order by Resolution

Resolution No. 2022-92

Moved by Councillor Fraser

Seconded by Councillor Armstrong

THAT the Special meeting of the Council of the United Counties of Stormont, Dundas and Glengarry be hereby called to order.

CARRIED

2. Adoption of Agenda

Resolution No. 2022-93

Moved by Councillor Armstrong

Seconded by Councillor Gardner

THAT Council approve the agenda.

CARRIED

3. Disclosure of Pecuniary Interest and General Nature Thereof

4. Closed Session

4.1 Official Plan Appeal

Resolution No. 2022-94

Moved by Councillor Wert

Seconded by Councillor Warden

THAT Council proceed in-camera pursuant to Section 239 (2) (e) of the *Municipal Act, 2001* - litigation or potential litigation, including matters before administrative tribunals, affecting the municipality; and (f) - advice that is subject to solicitor-client privilege, including communications necessary for that purpose: Official Plan Appeal.
CARRIED

Resolution No. 2022-95

Moved by Councillor Gardner

Seconded by Councillor Fraser

THAT Council rise from Closed Session and authorize the Director of Planning Services and legal counsel, Joshua Moon, to implement the recommendations contained in the confidential in-camera memo dated April 28th, 2022.

CARRIED

5. Ratification By-Law

Resolution No. 2022-96

Moved by Councillor Fraser

Seconded by Councillor Wert

THAT By-Law No. 5347, being a by-law to adopt, confirm and ratify matters dealt with by resolution, be read and passed in Open Council, signed and sealed.

CARRIED

6. Adjournment by Resolution

Resolution No. 2022-97

Moved by Councillor Wert

Seconded by Councillor Armstrong

THAT Council adjourn to the call of the Chair.

CARRIED

Warden

Clerk

INFORMATION REPORT

REPORT TO: Council of the Township of South Glengarry



MEETING DATE: May 16, 2022

SUBJECT: Departmental Update – Corporate Services (April 2022)

PREPARED BY: Kelli Campeau, GM Corporate Services/Clerk

CAO's Office:

- Attended Council and Committee meetings.
- Facilitated weekly Management Team meetings and Corporate Services weekly departmental meetings.
- Investigated and responded to various constituent inquiries and complaints.
- Facilitated transition of waste collection service provider.
- Prepared for return to work of Deputy Treasurer.
- Follow up on various legal files and consultation with solicitors.
- Attended OGRA Good Roads Conference.
- Follow up on various grant applications and reporting.
- Attended MPP Jim McDonnell retirement event.
- Attended meetings at the Char-Lan Recreation Centre related to Parks & Rec matters.
- Reviewed submissions for Service Delivery Review procurement.
- Preparation for collective agreement negotiations.
- Management of various HR matters.

Clerk's Office:

- Council agenda/meeting preparation, facilitation, and wrap-up, including the return to in-person meetings after 2-years of virtual meetings.
- Facilitation of various committee meetings.
- Attended weekly management team meetings.
- Attended SDG Clerk's monthly meeting.
- Meetings with solicitors for legal files.
- Attended seminar – "Understanding the Lame Duck Provisions of the Municipal Act"
- Preparation of Staff Reports and By-laws.

- Preparation for summer students (IT setup, office setup, etc.)
- Candidate Information Package preparation for upcoming municipal election.
- Attended GovDeals presentation (re: disposal of assets).
- Issued lottery and marriage licences.
- Provided Commissioner of Oath services as requested.
- Review of tenders and facilitation of public openings.

Communications:

- Attended training for Elections Website CMS.
- Prepared and uploaded content to new Elections Website (southglengarryvotes.com) and facilitated website launch.
- Finalized Spring/Summer Community Guide.
- Preparation of Council Meeting newsletters.
- Daily preparation of social media content and updates to Township website.
- Monitoring of social media pages and responses to inquiries.
- Prepared social media campaign and advertisements for Emergency Preparedness Week and May waste collection events.

Communications Stats:

- YouTube Stats:
 - 425 Video Views
 - +3 Subscribers (115 total)
 - Most viewed videos:
 - Regular Council Meeting – April 4th (181 Views)
 - Regular Council Meeting – April 18th (89 Views)
 - Waste Wednesday Lunch and Learn (27 Views)
 - Tender 17-2022 Opening (14 Views)
 - Tender 10-2022 Opening (10 Views)
- Website – Most Popular Searches:
 - Burn Permit (25)
 - Zoning (8)
 - Building Permits (7)
 - Garbage Collection (6)
 - Tax Certificate (4)
- Facebook Stats:
 - Posts with highest reach:
 - Long Term Care Facility Announcement (9.8K)
 - 2nd Line Road Closure (5.7K)
 - 2nd Line Bridge Rehabilitation (4.8K)

- Hwy 401 Back Up notice (4.7K)
- Fire Service Mobile Training Unit (3.6K)

INFORMATION REPORT

REPORT TO: Council of the Township of South Glengarry



MEETING DATE: May 16, 2022

SUBJECT: Departmental Update – Fire Services (April 2022)

PREPARED BY: Dave Robertson, Fire Chief

OPERATIONS and RESPONSES:

- Motor Vehicle Collisions: 6
- Alarms: 2, Medical: 1
- Burn Complaint / Unauthorized Burns:
- Fire – Structural: 1, Brush / Grass: 1, Vehicle: 1, Other: 0
- False: 1, Public Hazard: 2
- Water Rescue:
- Incidents of note.
 - RRCA Canoe Race – Standby water rescue services provided.

TRAINING:

- Ontario Fire College mobile live fire training unit was hosted
 - 53 staff attended over a 5-day period
 - Staff trained interior fire attack, communications, incident command, leadership
- Water rescue scenarios

FIRE PREVENTION:

- Property inspections

HEALTH AND SAFETY:

- Building inspections continue

ADMINISTRATION:

- Attended provincial discussions on the proposed Firefighter certification program brought forward by the Province.
- New Water Tanker vehicle project oversight. Delivery end of May.

- Project management oversight for new Public Works Facility.
- Toured Fire Department facilities and vehicles with new mechanic.
- Attended the Beaverbrook Landfill site radio tower to host discussions on partnering with a local Emergency Radio Operators group.
- Facilitated a County Fire Chiefs meeting.

INFORMATION REPORT

REPORT TO: Council of the Township of South Glengarry



MEETING DATE: May 16, 2022

SUBJECT: Departmental Update – Parks, Recreation and Culture (April 2022)

PREPARED BY: Sherry-Lynn Servage, GM of Parks, Recreation and Culture

ADMINISTRATION:

- Facility bookings and coordination
- Glen Walter Waterfront Park – project planning
- Green and Inclusive Community Building Grant – ongoing
- Parks and Recreation Master Plan – ongoing
- Glen Walter Tennis Court Project - research and planning
- Lancaster Legion Deck project – coordination - ongoing
- Museum Kitchen Project Planning
- Grant Funding Coordination and Reporting – ongoing
- Tender 14-2022 Grass Cutting and Maintenance
 - Award and site visits
- External Meetings
 - Char-Lan Recreation Centre Floor and Dasher Board Project
 - Ongoing site visits, construction meetings and project coordination with EVB Engineering, Bradley Contracting, CIMCO and Athletica Sport Systems
 - SDG Counties – IT – Ongoing Internet and Networking Issues at CLRC
 - SDG Counties – Vadim/Book King discussions
 - Lancaster Legion Deck Project – Site Visit
 - Waterfront Regeneration Trust – Glen Walter Waterfront Park – Ontario Waterfront Trail Sign Planning
 - Museum Kitchen Site Visit
 - Cooper Marsh Working Group
 - Gov Deals
 - Tennis Court Contractors

- Internal Meetings
 - Deputy Clerk – Grant Reporting
 - Finance Department – Recreation Registration Software
 - General Manager of Planning – Easements
 - Ongoing Departmental Meetings
 - Ongoing Management Meetings

OPERATIONS

- Tartan Hall bar operations
- Indoor and outdoor facility rentals
- Canoe race coordination
- Nor'Westers Museum – masonry maintenance
- Minor sport registration and planning
- Schedules – Facility Operators and students
- Tree management – ongoing
- Lancaster Library – ongoing maintenance requests
- Badminton Program – Ongoing
- Outdoor Facility seasonal preparations
- Garbage pickup

HEALTH AND SAFETY

- Building and site inspections continue.

INFORMATION REPORT

REPORT TO: Council of the Township of South Glengarry



MEETING DATE: May 16, 2022

SUBJECT: Departmental Update – Infrastructure Services (April 2022)

PREPARED BY: Sarah McDonald, P. Eng. – GM Infrastructure

Staffing Highlight: Nathaniel Arsenault joins the Roads Division as a Mechanic (April 11, 2022)!

Administration

- Infrastructure Department Meetings
 - Monthly All-hands
 - Monthly Management
 - Weekly Division
- SDG Joint Tender Preparation (culverts)
- Interviews for Water Meter Inspector
- Airport Road – Informal open house (coordinated by Fire Chief Robertson)
- Second Line Bridge Rehabilitation – construction began
- South Glengarry Procurement Closed:
 - 10-2022 Professional Services – Glen Walter Expansion EA
- Consultant discussions (five-structures, asset management, geotechnical, structures – peanut line / municipal drain / wharfs)

Water / Wastewater Division

- Water & Sewer Routine Operations
- Contractor Site Meetings
- Quarterly Samples
- Locate for Geo-work Lancaster (Operators Provided)
- High Wastewater Flows (Glen Walter, Lancaster, Green Valley)
- Bypasses (Glen Walter 1, Green Valley 1)
- Dose Green Valley Lagoons

- Start Lagoon Discharge
- MOEC Tour of Facilities
- (Asset Management) Meetings/Data Collection - Marco

Roads Division

- Monitor weather forecasts
- Spring grading
- Spring flood control
- Spring cleanup (start)
- Preparations for new Public Work Facility (Started Moving!)
- Routine Day Road Patrols
- Sign Maintenance
- Roadside Debris Collection

Waste Management

- Welcomed HGC as South Glengarry's recycling and garbage collections contractor
- Landfill Compaction Maintenance Duties – Beaverbrook Landfill Site
- Receipt and response to inquiries related to the current recycling / garbage contract
- Prepare for May's leaf & yard waste; and large item curbside collection
- Review and response to requests for garbage bag limit exemptions

Municipal Drains

- Assessments (2021) completed on schedule
- Ongoing review and maintenance (MacDonald Technical Services Inc.)

Engineering Services

- Severance applications reviewed (2)
- Entrance permits reviewed (5)
- Asset Management Project advanced (anticipated draft report late May / early June)

Training

- Ongoing, all staff

Health, Safety, and Environment

- Monthly inspections
- Spring training organized (Trench, Book 7, TJ Mahony Roads School)

May 1 INFORMATION REPORT

REPORT TO: Council of the Township of South Glengarry

MEETING DATE: May 16, 2022

SUBJECT: Departmental Update – Finance (April 2022)

PREPARED BY: Michael Hudson, Treasurer



Transition Project

- The transition plan that started last January involving the previous and current Treasurers is virtually complete with contact with the previous Treasurer now reduced to a minimum

AR Activity

- Preliminary work has begun with respect to final tax bills and water bills.
- Mail out is currently planned for mid July.
- The tax arrears collection plan as detailed in the transition document to deal with tax arrears is still in development stage.
- As a reminder the initial round of tax arrears notification was done on the interim tax bills.

AP Activity

- Continued payment of vendors keeping our supplier's current.

Treasury Activities

- The Deputy Treasurer returned from maternity leave May 2 and is fully active assisting finance staff as and when requested.
- She is also assisting the MNP audit team with replies to questions and requests for information. The Audit is scheduled for completion on or before the end of May.
- Understanding of the operation of the SG accounting system continues.
- Ongoing learning of Vadim software and operation.
- Assisting General Managers where possible.
- Attended Cornwall Regional Airport Commission Meeting
- Prepared Audit Documentation for Airport Commission

INFORMATION REPORT

REPORT TO: Council of the Township of South Glengarry



MEETING DATE: May 16, 2022

SUBJECT: Planning, Building and Enforcement Departmental
Monthly Update- April 2022

PREPARED BY: Joanne Haley- GM- Planning, Building and
Enforcement

Planning

- Received, processed and reviewed consent, minor variance, site plan control and zoning amendment applications
- Received and reviewed a vacant land condominium application
- Prepared staff reports and information reports for Council meetings
- Conducted pre-consultation meetings with members of the public for planning inquiries
- Worked on Township owned lands
- Worked on subdivision files in various stages
- Participated in weekly Management Team Meetings
- Reviewed draft by-laws and staff/info report
- Prepared staff reports and info reports
- Assisted the Finance Department with various land inquiries and property ownership
- Conducted site visits
- Prepared a work plan for Economic Development Officer
- Provided ongoing training to Economic Development Officer
- Participated in MMAH training regarding changes to the Planning Act
- Commenced preparations for the 2022 Business & Community Awards Gala

Building

- Received and processed building permit applications
- Conducted pre-consultation sessions with members of the public for building permit inquiries
- Attended various walk-in appointments with the public
- Completed Site Plan Control reviews
- Conducted building inspections
- Prepared work order reports for lawyers
- Conducted septic system file searches
- Prepared statistical reports for Tarion, MPAC, CMHC, and Statistics Canada
- Received applications for and assigned civic addresses

- Ordered and distributed civic address signs and posts
- Applied, reviewed and issued building permits via Cloud Permit
- Inspected open legacy building permits as a result of work order requests
- Utilized SOP for address changes to address changes necessary for the shift towards NG911
- Addressed reports of residents building without permits
- Worked with SDG to better address necessary changes to support the shift to NG911
- Conducted 1st and 2nd reading of new proposed Building By-Law
- Tyler Thorne completed and passed HVAC BCIN examination (Congratulations Tyler!)

GIS

- Filed in TOMRMS zoning by-laws, site plan control, subdivision, consents.
- Prepared and mailed out minor variance and zoning amendment notices along with minutes and decisions.
- Assisted Building Information Officer (BIO).
- Prepared maps for staff as required (Building, Planning).
- Commissioned documents as required.
- Reviewed property/roll/boundary with AR staff.
- Launch of Cloud Permit-Planning with SDG Counties.
- Prepared water lengths maps for Director of Water/Wastewater Operations.
- Prepared GPS units - setup. Ongoing.
- Registered Site Plan Control Agreements.
- Worked with SDG and North Glengarry to better address necessary changes to support the shift to NG911.
- Reviewed GIS system with new EcDev staff.
- Prepared draft traffic volume map for review by General Manager – Infrastructure.
- Attended ESRI Field Data Collection and Management Using ArcGIS Training.
- Prepared cycling map for Seaway News advertisement.

By- Law

- Responded and investigated By-law complaints.
- Investigated Dog Attack.
- Corresponded and assist with OPP and Ministry of the Solicitor General.
- Attended EOHU COVID-19 update calls.
- Collected and installed Minor Variance Signs.
- Collected Civic Posts and Blades.
- Conducted Pool Permit reviews.
- Arranged and attended meetings with the public.
- Attended Council to complete Proposed Animal Control By-Law 3rd reading.

- Conducted Breeding and Boarding Kennel Inspections.
- Participated in Careers Day activity with Char-Lan Highschool.
- Attended and reviewed sites that are building without permits.

Economic Development

- Prepared business newsletters for email distribution
- Attended meetings with local economic development officers
- Provided support to businesses for new funding programs
- Responded to general inquiries from existing and possible Business Owners
- Met with the Ministry of Economic Development, Job Creating and Trade
- Attended EDOWG meeting
- Met with Skills Ontario
- Met with Cornwall Business Enterprise Centre
- Commenced a “Discover South Glengarry Marinas” campaign. Completed interviews with local marina owner to create articles which will be added to the Township website and social media pages for tourist attraction
- Met with City of Cornwall – Tourism Department
- Started preparation for the 2022 Business & Community Awards Gala

Emergency Planning

- Participated in calls with Dr. Paul of EOHU
- Assisted the CFIA with Avian Flu response activities and provided coordination and communication amongst applicable agencies

INFORMATION REPORT



REPORT TO: Council of the Township of South Glengarry

MEETING DATE: May 16, 2022

SUBJECT: Roads and Bridges Capital Projects – May Update

PREPARED BY: Sarah McDonald, P. Eng., GM Infrastructure Services

2022 Capital Roads

The following table summarizes the Capital Road Works as tendered. Attached are a Gantt chart with preliminary timelines for the work and a location map.

Road	From	To	Proposed Work	Status Update - Since March 2022
Cemetery	SDG 18	North Branch	Pulverize	No change
Celtic	South Terrace	End	Pulverize Granular	No change
Concession 4	SDG 26	3 rd Line	Pulverize Surface Treatment	No change
Sabourin, Anderson	Glen Walter		Asphalt Existing	Deferred following receipt of Geotechnical Investigation.
Clifford, Laura, Marlene	Bayview Estates		Asphalt Existing	No change
Green Valley East			Asphalt Existing	No change
Green Valley West			Asphalt Existing	No change
Lancaster Southwest			Asphalt Existing	No change
Lancaster Southeast			Asphalt Existing	No change

Studies and investigations initiated to support 10-year Capital Roads Program:

1. Geotechnical Investigations (*Ainley Group*) **COMPLETE**
 - a. Draft results received May 6, 2022
 - b. Proposed presentation to Council June or July
2. Development of Traffic Count Program (*EVB*) **IN-PROGRESS**
 - a. 80-count stations
 - b. Procuring additional counters
3. Structural Inspection of the Grey's Creek Extension crossings in the Glendale Subdivision (*Morrison Hershfield*) **IN-PROGRESS**
 - a. Preliminary results indicate that these culverts have widespread severe corrosion and perforations
4. Visual Culvert Inspections along MacGillivray and Heron Road (*SDG / South Glengarry*) **COMPLETE**
 - a. 19 Culverts were candidates for lining and will be included on a Joint Tender with SDG
 - b. 11 Culverts were candidates for full replacement and will be replaced by the Township Roads crew as resources are available

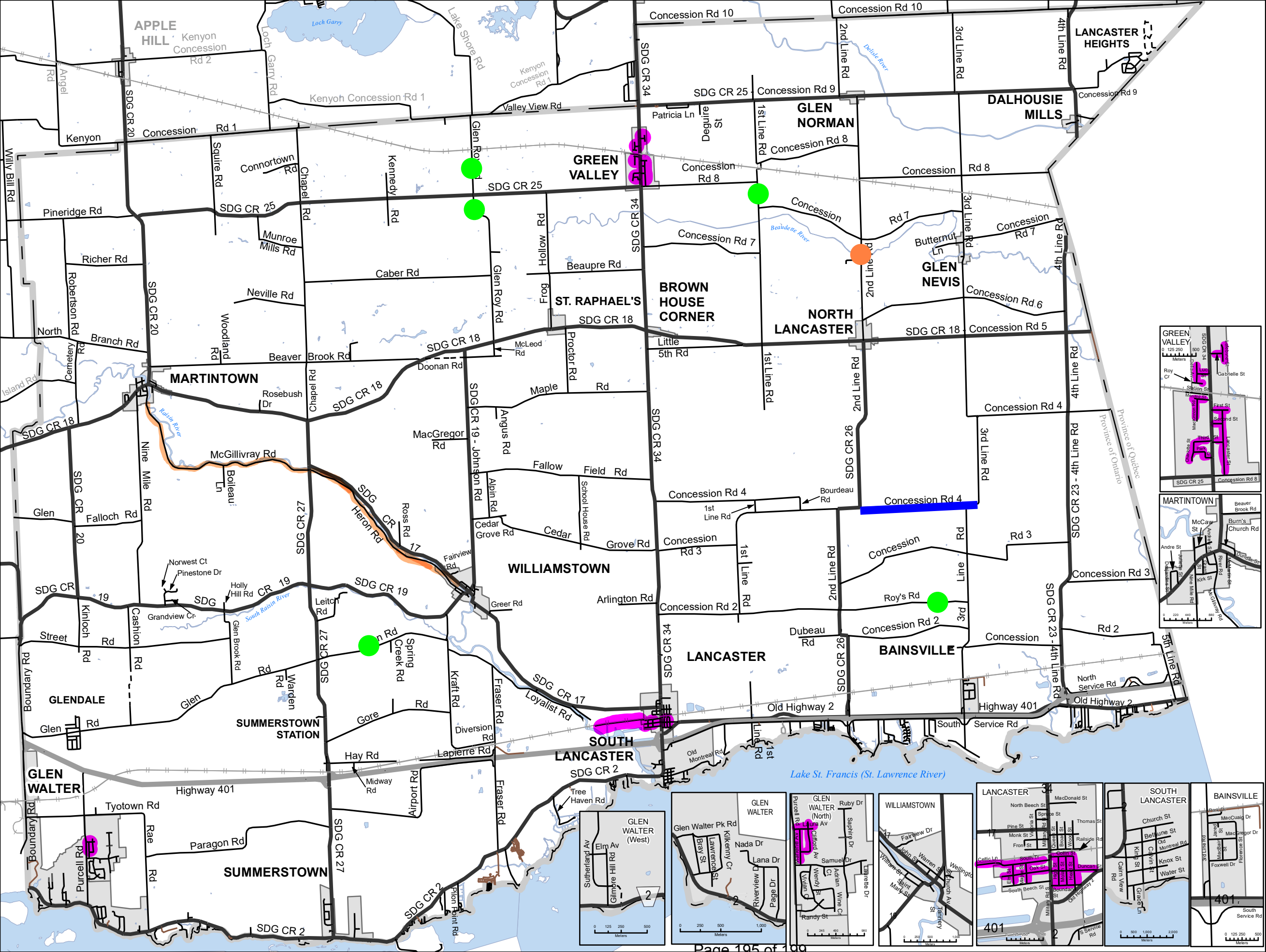
2022 Capital Bridges

Structure	Approval Date	Status
SN 30043 - Second Line Bridge	Carried Forward from 2021 Budget	Under Construction
SN 30019 - Glen Donald Road	2022 Budget	Consultant currently completing design. The anticipated schedule includes: Tender: June / July 2022 Construction Start: September 2022
SN 30024 - Glen Roy Road	2022 Budget	
SN 30035 - First Line Road	2022 Budget	
SN 30052 - Roy's Road	2022 Budget	
SN 30023 - Glen Roy Road	2022 Budget	

Roads Working Committee

2022 Meetings to date attended by T. Mills, S. McDonald, C. Leblanc, M. Lang, S. MacDonell, M. Vincelli, I. McLeod

- January 11, 2022
- March 24, 2022
- Early June (planning to plan)



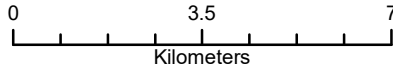
South Glengarry

- Legend**
- Railway
 - South Glengarry Boundary
 - Settlement Boundary

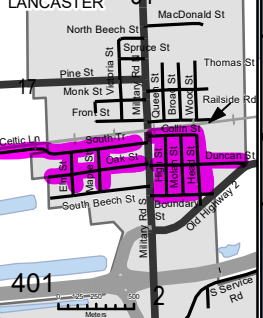
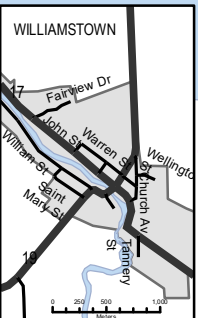
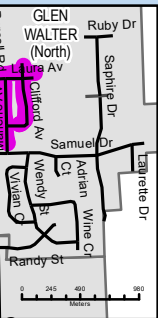
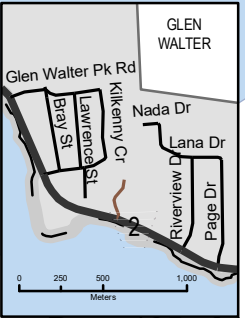
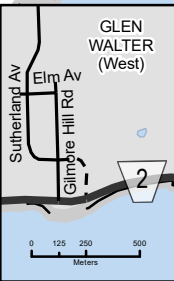
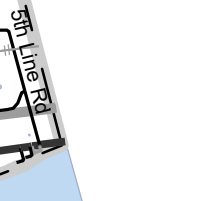
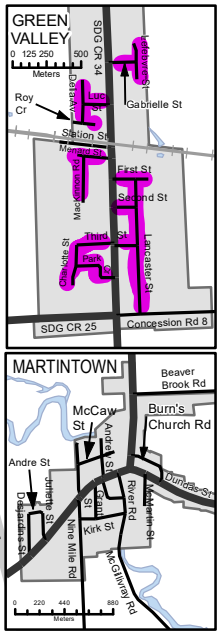
- 2022 Capital Projects**
- Surface Treatment
 - Asphalt
 - Structure - Summer Construction
 - Structure - Autumn Construction
 - Structure - Culvert Lining / Replacement



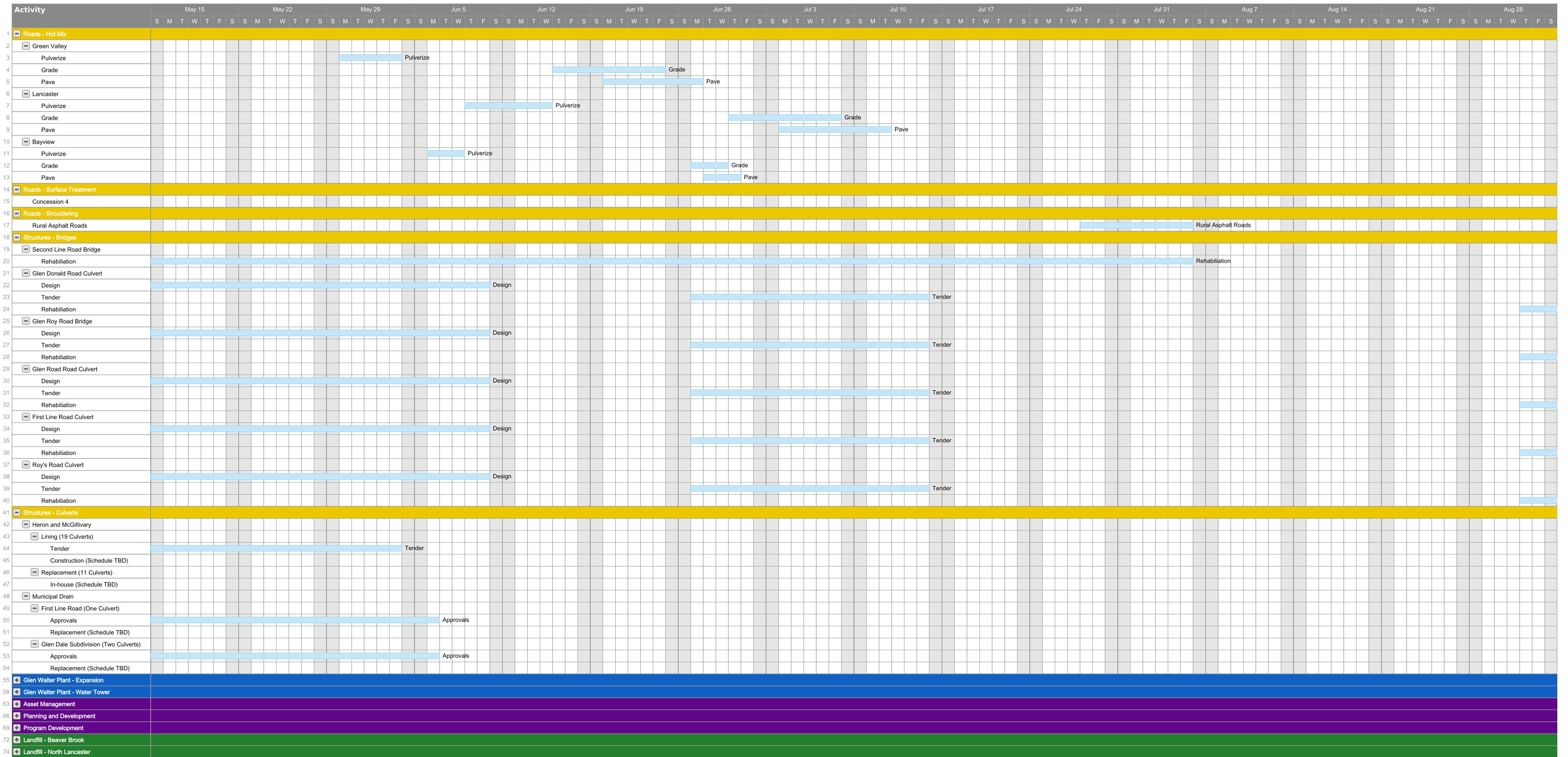
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2022 Infrastructure - Overview





St. Lawrence Valley Agricultural Society (SLVAS)
Box 7, Williamstown ON, K0C 2J0
Williamstown Fair
"Canada's Oldest Annual Fair"

April 4, 2022

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

Dear Members of Council,

The St. Lawrence Valley Agricultural Society, (Williamstown Fair), **"Canada's Oldest Annual Fair"**, will be hosting its **2011th Edition** this **August 5, 6 and 7, 2022.**

This letter is a formal request for the use of the Peanut Line the week prior to and on fair weekend.

We truly appreciate all the support that the Township extends to the Fair Board and look forward to continued cooperation in the future.

Sincerely,

Chelsea Hope
President
SLVAS
613-362-0532
chelsea.hope@williamstownfair.ca

May 5, 2022

Attn: All residents

Re: SDG Hot Mix 2 Contract 2022-00-107

Please be advised Blair Asphalt Products has been awarded the above noted contract to perform various construction services near your residence.

Contract includes pulverizing, milling, grading and asphalt paving. The Construction work is scheduled to start May 24th with a completion date on or about August 19th.

During this time frame please expect streets and roads to be reduced to one lane while operations are in progress. We will make every effort to ensure disruption is kept minimal and ask for your patience during this time.

Should you have any questions or concerns please feel free to contact the undersigned at 613-538-2271.

Sincerely,

Erin Dunlop, Project Manager
Blair Asphalt Products

Email: edunlop@alblairconstruction.com

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY
BY-LAW NUMBER 34-2021
FOR THE YEAR 2022**

***BEING A BY-LAW 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

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;

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

1. **THAT** the action of the Council at its regular meeting of May 16, 2022 in respect to each motion passed and taken by the Council at its meetings, is hereby adopted, ratified and confirmed, as if each resolution or other action was adopted, ratified and confirmed by its separate by-law; and;
2. **THAT** the Mayor and the proper officers of the Township of South Glengarry are hereby authorized and directed to do all things necessary to give effect to the said action, or to obtain approvals where required, and except where otherwise provided, The Mayor and the Clerk are hereby directed to execute all documents necessary in that behalf and to affix the corporate seal of the Township to all such documents.
3. **THAT** if due to the inclusion of a particular resolution or resolutions this By-law would be deemed invalid by a court of competent jurisdiction then Section 1 to this By-law shall be deemed to apply to all motions passed except those that would make this By-law invalid.
4. **THAT** where a “Confirming By-law” conflicts with other by-laws the other by-laws shall take precedence. Where a “Confirming By-law” conflicts with another “Confirming By-law” the most recent by-law shall take precedence.

***READ A FIRST, SECOND AND THIRD TIME, PASSED, SIGNED AND
SEALED IN OPEN COUNCIL THIS 16TH DAY OF MAY 2022.***

MAYOR: _____ **CLERK:** _____