

**THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY**  
**Regular Meeting of Council**

**Agenda**

Tuesday January 28, 2025, at 6 p.m.

Council Chambers

3720 County Road 34

Alexandria, Ontario K0C 1A0

**THE MEETING WILL OPEN WITH THE CANADIAN NATIONAL ANTHEM**

**1. CALL TO ORDER**

**2. DECLARATION OF PECUNIARY INTEREST**

**3. ACCEPT THE AGENDA (Additions/Deletions)**

**4. ADOPTION OF PREVIOUS MINUTES**

- Regular Meeting of Council Minutes – January 13, 2025

**5. DELEGATIONS**

**6.**

**STAFF REPORTS**

a. Treasury Department

- i. TR 2025-02: Temporary Borrowing By-law 01-2025

b. Building, Planning & By-law Department

- i. BP 2025-02: Zoning By-law Amendment Z-11-2024  
Sandra Noble
- ii. BP 2025-03: Zoning By-law Amendment Z-12-2024  
Sandra Noble
- iii. BP 2025-04: Zoning By-law Amendment Z-13-2024  
Grant Castle Corp
- iv. BP 2025-05: Zoning By-law Amendment Z-14-2024  
Maurice Laframboise

c. Fire Department

i. FD 2025-01: Fire Protection Grant

ii. FD 2025-02: Fleet Pick Up Station 3

**7. UNFINISHED BUSINESS**

**8. CONSENT AGENDA**

a. Public Meeting of Planning minutes–Monday December 9 2024

b. Committee of Adjustment Hearing minutes – Monday September 30 2024

c. RRCA Board Meeting Highlights – January 9 2025

d. RRCA Forestry Initiatives Update – January 17, 2025

**9. NEW BUSINESS**

a. Maxville Manor Development Project

**10. NOTICE OF MOTION**

**Next Regular Meeting of Council**

Monday February 10, 2025, at 6 pm. in the Council Chambers,  
3720 County Road 34, Alexandria, Ontario

**Note:** Meetings are subject to change and cancellation

**11. QUESTION PERIOD**

a. (Limit of one question per person and subsequent questions will be at the discretion of the Mayor/Chair)

**12. CLOSED SESSION**

**13. CONFIRMATION BY-LAW**

a. By-law 03-2025

**14. ADJOURNMENT**

**THE CORPORATION OF THE TOWNSHIP OF NORTH  
GLENGARRY**

**Regular Meeting of Council**

**Minutes**

Monday January 13<sup>th</sup> 2025, at 6 p.m.

Council Chambers

3720 County Road 34

Alexandria, Ontario K0C 1A0

**PRESENT:** Mayor: Jamie MacDonald  
Deputy Mayor: Carma Williams  
Councillor: Jacques Massie  
Councillor: Jeff Manley  
Councillor: Brian Caddell  
Councillor: Michael Madden  
Councillor: Gary Martin

**ALSO PRESENT:**

Deputy Clerk: Jena Doonan  
Director of Finance/Treasurer: Zoe Bougie  
Director of Building, Planning & By-law: Jacob Rheaume

**1. CALL TO ORDER**

**2. DECLARATION OF PECUNIARY INTEREST**

- a. Mayor Jamie Macdonald declared a pecuniary interest with section 6 b. i as the purchaser is his client

**3. ACCEPT THE AGENDA (Additions/Deletions)**

**Resolution No. 1**

**Moved by:** Carma Williams

**Seconded by:** Jacques Massie

**THAT** the Council of the Township of North Glengarry accepts the agenda of the Regular Meeting of Council on Monday January 13<sup>th</sup> 2025

**Carried**

**4. ADOPTION OF PREVIOUS MINUTES**

**Resolution No. 2**

**Moved by:** Jacques Massie

**Seconded by:** Jeff Manley

**THAT** the minutes of the following meeting(s) be adopted as amended.

-Regular Meeting of Council - Monday December 9 2024

-Special Meeting of Council (Budget) - Tuesday January 7 2025

**Carried**

## 5. DELEGATIONS

## 6. STAFF REPORTS

### a. Treasury Department

#### **Resolution No. 3**

**Moved by:** Jeff Manley

**Seconded by:** Brian Caddell

**THAT** the Council of the Township of North Glengarry receives staff report TR-2025-01, 2025 Budget Approval; and

**THAT** the Council of the Township of North Glengarry adopts the 2025 Operating and Capital Budgets, as amended at the January 7, 2025, budget meeting, with a net municipal tax levy requirement of \$7,146,198

**Carried**

### b. Building, Planning & By-law Department

#### **Resolution No. 4**

**Moved by:** Brian Caddell

**Seconded by:** Michael Madden

**THAT** the Council of the Township of North Glengarry adopt Zoning By-Law No. Z-09-2024; and

**THAT** By-law No. Z-09-2024 be read a first, second and third time and enacted in open Council this 13<sup>th</sup> day of January 2025.

**Carried**

## 7. UNFINISHED BUSINESS

## 8. CONSENT AGENDA

#### **Resolution No. 5**

**Moved by:** Michael Madden

**Seconded by:** Gary Martin

**THAT** the Council of the Township of North Glengarry receives the item(s) from the consent agenda for information purposes only.

**Carried**

## 9. NEW BUSINESS

## 10. NOTICE OF MOTION

#### **Next Regular Meeting of Council**

**Monday January 27, 2025**, at 6 p.m. in the Council Chambers, 3720 County Road 34, Alexandria, Ontario

**Note:** Meeting are subject to change and cancellation

## 11. QUESTION PERIOD

a. (Limit of one question per person and subsequent questions will be at the discretion of the Mayor/Chair)

## 12. CLOSED SESSION

### **Resolution No. 6**

**Moved by:** Gary Martin

**Seconded by:** Carma Williams

### **Proceed “In closed Session “**

As this matter deals with a matter in respect of which a council, board, committee or other body may hold a closed meeting under another Act they may be discussed in closed session under sections 239 (2)(g) of the *Ontario Municipal Act*)

And adopt the minutes of the Municipal Council Closed Session meeting of Monday November 25, 2024

**Carried**

### **Resolution No. 7**

**Moved by:** Jacques Massie

**Seconded by:** Brian Caddell

**THAT** we return to the Regular Meeting at 7:03 p.m.

**Carried**

## 13. CONFIRMATION BY-LAW

### **Resolution No. 8**

**Moved by:** Brian Caddell

**Seconded by:** Jeff Manley

**THAT** the Council of the Township of North Glengarry adopts by-law 02-2025, being a by-law to adopt, confirm, and ratify the matters dealt with by Resolution; and

**THAT** by-law 02-2024 be read a first, second and third time and enacted in Open Council this 13<sup>th</sup> day of January 2025.

**Carried**

## 14. ADJOURMENT

### **Resolution No. 9**

**Moved by:** Jeff Manley

**Seconded by:** Michael Madden

**THERE** being no further business to discuss, the meeting was adjourned at 7:04 p.m.

**Carried**

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CAO/Clerk/Deputy Clerk

Mayor/Deputy Mayor



## **STAFF REPORT TO COUNCIL**

**Report No: TR-2025-02**

**January 28, 2025**

From: Zoe Bougie – Director of Finance/Treasurer

RE: Temporary Borrowing By-Law 01-2025

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### **Recommended Motion:**

THAT the Council of the Township of North Glengarry receives Staff Report No. TR-2025-02, Temporary Borrowing By-Law 01-2025;

AND THAT the Council of the Township of North Glengarry adopt By-Law 01-2025 being a by-law to authorize temporary borrowing from time to time during the fiscal year ending December 31, 2025.

### **Background / Analysis:**

Enacting a temporary borrowing by-law is recommended for unforeseen circumstances and has been the Township's practice for many years. Section 407 of the *Municipal Act* provides authority for Council to authorize temporary borrowing until such time that taxes are collected, and other revenues are received, to meet the current expenditures of the Municipality.

### **Alternatives:**

1. Council adopts By-Law 01-2025 (recommended)
2. Council does not adopt By-Law 01-2025

### **Financial Implications:**

This by-law provides for temporary borrowing by the Municipality, if required during the 2025 fiscal year up to the amount of \$2,000,000.

### **Attachments & Relevant Legislation:**

The Municipal Act, 2001, S.O. 2001, c. 25, section 407  
Ontario Municipal Corporations Temporary Borrowing By-Law

**Others Consulted:**

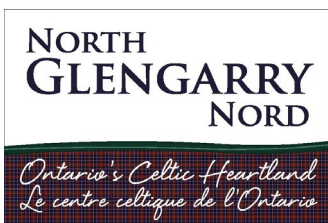
Sarah Huskinson, CAO

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Reviewed and Approved by:

Sarah Huskinson, CAO/Clerk





ONTARIO MUNICIPAL CORPORATIONS  
TEMPORARY BORROWING BY-LAW

The Corporation of the Township of North Glengarry ("Municipality") By-law No. 01-2025 being a by-law to authorize temporary borrowing from time to time to meet current expenditures during the fiscal year ending December 31, 2025.

**WHEREAS** Section 407 of the *Municipal Act, 2001*, as amended, provides authority for a council by by-law to authorize the head of council or the treasurer or both to borrow from time to time, such sums as the council considers necessary to meet, until taxes are collected and other revenues are received, the current expenditures of the Municipality for the year; and

**WHEREAS** the total amount which may be borrowed from all sources at any one time to meet the current expenditures of the Municipality, except with the approval of the Municipal Board, is limited by Section 407 of the *Municipal Act, 2001*;

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY ENACTS AS FOLLOWS:** 603609538

1. The head of council or the treasurer or both are hereby authorized to borrow from time to time during the fiscal year (hereinafter referred to as the current year) such sums as may be necessary to meet, until taxes are collected and other revenues are received, the current expenditures of the Municipality for the current year.

2. The lender(s) from whom amounts may be borrowed under authority of this by-law shall be **Royal Bank of Canada** and such other lender(s) as may be determined from time to time by by-law of council.

3. The total amount which may be borrowed at any one time under this by-law plus any outstanding amounts of principal borrowed and accrued interest under Section 407 together with the total of any similar borrowings that have not been repaid, shall not exceed from January 1<sup>st</sup> to September 30<sup>th</sup> of the current year, 50 percent of the total estimated revenues of the Municipality as set out in the budget adopted for the current year, and from October 1<sup>st</sup> to December 31<sup>st</sup> of the current year, 25 percent of the total of the estimated revenues of the Municipality as set out in the budget adopted for the current year or \$2,000,000.00, whichever is less.

4. The treasurer shall, at the time when any amount is borrowed under this by-law, ensure that the lender is or has been furnished with a certified copy of this by-law, (a certified copy of the resolution mentioned in section 2 determining the lender,) if applicable, and a statement showing the nature and amount of the estimated revenues for the current year and also showing the total of any other amounts borrowed from any and all sources under authority of Section 407 of the *Municipal Act* that have not been repaid.

5. a) If the budget for the current year has not been adopted at the time an amount is borrowed under this by-law, the limitation on total borrowing, as set out in section 3 of this by-law, shall be temporarily calculated until such budget is adopted using the estimated revenues of the Municipality as set forth in the budget adopted for the next previous year.

b) If the budget for the current year has not been adopted at the time an amount is borrowed under this by-law, the statement furnished under section 4 shall show the nature and amount of the estimated revenues of the Municipality as set forth in the budget adopted for the previous year and the nature and amount of the revenues received for and on account of the current year.

6. For purposes of this by-law the estimated revenues referred to in section 3,4, and 5 do not include revenues derivable or derived from, a) any borrowing, including through any issue of debentures; b) a surplus, including arrears of taxes, fees, or charges; or c) a transfer from the capital fund, reserve funds or reserves.

7. The treasurer be and is hereby authorized and directed to apply in payment of all or any sums borrowed under this by-law, together with interest thereon, all or any of the moneys hereafter collected or received, either on account of or realized in respect of the taxes levied for the current year and previous years or from any other source, that may be lawfully applied for such purpose.

8. Evidence of indebtedness in respect of borrowings made under section 1 shall be signed by the head of the council or conform to the treasurer or both.

9. The Bank shall not be responsible for establishing the necessity of temporary borrowing under this by-law or the manner in which the borrowing is used.

10. This by-law shall take effect on the final day of passing.

READ A First, Second and Third Time and duly enacted this 28th day of January 2025.

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**CAO/Clerk/Deputy Clerk**

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**Mayor/Deputy Mayor**

I, hereby certify that the forgoing is a true copy of By-Law 01-2025, duly adopted by the Township of North Glengarry on the 28<sup>th</sup> day of January 2025.

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**Date Certified**

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**CAO/Clerk/Deputy Clerk**



## **STAFF REPORT TO COUNCIL**

**Report No: BP-2025-02**

**January 28, 2025**

From: Jacob Rheume, Director of Building, By-law & Planning

RE: **ZONING BY-LAW AMENDMENT No. Z-11-2024**

**Owner:** Sandra Ann VERNON-NOBLE

**Location:** 19146 Vernon Road, Apple Hill  
Reg Comp PLAN 135, Part Lot 41

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### **Recommended Motion:**

**THAT** the Council of the Township of North Glengarry adopt Zoning By-Law No. Z-11-2024; and

**THAT** By-law No. Z-11-2024 be read a first second and third time and enacted in open Council this 28<sup>th</sup> day of January 2025.

### **Background / Analysis:**

A zoning amendment application was presented during a public meeting of planning on January 13, 2025.

The purpose of the application was to re-zone the severed portion (B-44-24) of the property from Rural (RU) to Rural Special Exception-22 HOLD (RU-22-H) to require the need for the necessary studies/impact assessment report and the application/approval of a septic system permit (conventional or tertiary system) with a detailed site plan to the satisfaction of the Township to ensure the septic system location meets the intent of keeping it as far back (North-East) from the lake as possible while complying to all other applicable law, including the Ontario Building Code Act, and to place a HOLD designation symbol on the property until such studies/impact assessment report is submitted along with the application of a septic system permit and a detailed site plan.

The application was circulated as per the planning act, being by regular mail, posted on the property and posted on the Township website. No questions or concerns from the public or other agencies have been brought forward.

The application is being presented this evening to the Council of The Township of North Glengarry for further discussion and adoption.

**Alternatives: Option #1 That Council adopt the by-law as presented**

OR

**Option #2 Council does not adopt the by-law**

**Financial Implications:**

No financial implications to the Township

**Attachments & Relevant Legislation:**

- By-Law Z-11-2024
- Public Meeting of Planning Staff report from January 13, 2025

**Others Consulted:**

n/a

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Reviewed and Approved by:  
Sarah Huskinson, CAO/Clerk

**THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY**

**BY-LAW NO. Z-11-2024**

**BEING A BY-LAW TO AMEND ZONING BY-LAW NO. 39-2000**

**WHEREAS** By-Law No. 39-2000 regulates the use of land and erection of buildings and structures within the Township of North Glengarry, United Counties of Stormont, Dundas & Glengarry;

**AND WHEREAS** the Council of the Corporation of the Township of North Glengarry deems it advisable to amend By-Law 39-2000 as hereinafter set forth;

**NOW THEREFORE** the Council of the Corporation of the Township of North Glengarry enacts as follows:

1. Notwithstanding the provisions of Section 12.1 to the contrary, on the lands described as being Reg Comp PLAN 135, Part Lot 41, former Township of Kenyon (19146 Vernon Road, Apple Hill, ON) of North Glengarry zoned Rural Special Exception-22 HOLD (RU-22-H) on Schedule “A” attached hereto, the following provisions shall apply:
  - i) Rural Special Exception-22 HOLD (RU-22-H):
    - to require the need for the necessary studies/impact assessment report and the application/approval of a septic system permit (conventional or tertiary system) with a detailed site plan to the satisfaction of the Township to ensure the septic system location meets the intent of keeping it as far back (North-East) from the lake as possible while complying to all other applicable law, including the Ontario Building Code Act, and to place a HOLD designation symbol on the property until such studies/impact assessment report is submitted along with the application of a septic system permit and a detailed site plan.
2. That Schedule “A” of By-Law 39-2000 is hereby amended by changing the “RU” Zone Symbol on the subject lands to “RU-22-H” on the Schedule “A” hereto.
3. That Schedule “A” attached hereto is hereby made fully part of the By-Law.

This By-Law shall come into effect on the date of passing hereof subject to the provisions of the Planning Act.

**READ** a first, second, third time and enacted in Open Council, this 28<sup>th</sup> day of January 2025.

\_\_\_\_\_  
CAO/Clerk/Deputy Clerk

\_\_\_\_\_  
Mayor/Deputy Mayor

I, hereby certify that the forgoing is a true copy of By-Law No. Z-11-2024, duly adopted by the Council of the Township of North Glengarry, on the 28<sup>th</sup> day of January 2025.

\_\_\_\_\_  
Date Certified

\_\_\_\_\_  
Clerk / Deputy Clerk

**SCHEDULE "A"  
TO BY-LAW NUMBER Z-11-2024**

**Legend  
Subject Lands  
Zone Change from "RU" to "RU-22-H"**

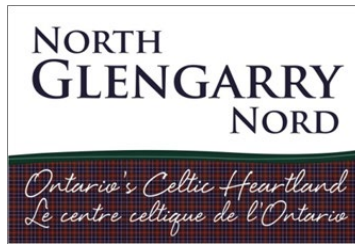


**19146 Vernon Road, Apple Hill  
Reg Comp PLAN 135, Part Lot 41  
Township of North Glengarry  
United Counties of Stormont, Dundas & Glengarry**

**This is Schedule "A" to By-Law Z-11-2024. Passed  
this 28<sup>th</sup> day of January 2025.**

\_\_\_\_\_  
**Mayor/Deputy Mayor**

\_\_\_\_\_  
**CAO/Clerk/Deputy Clerk**



**STAFF REPORT  
PUBLIC MEETING OF PLANNING**

**DATE:** January 13, 2025

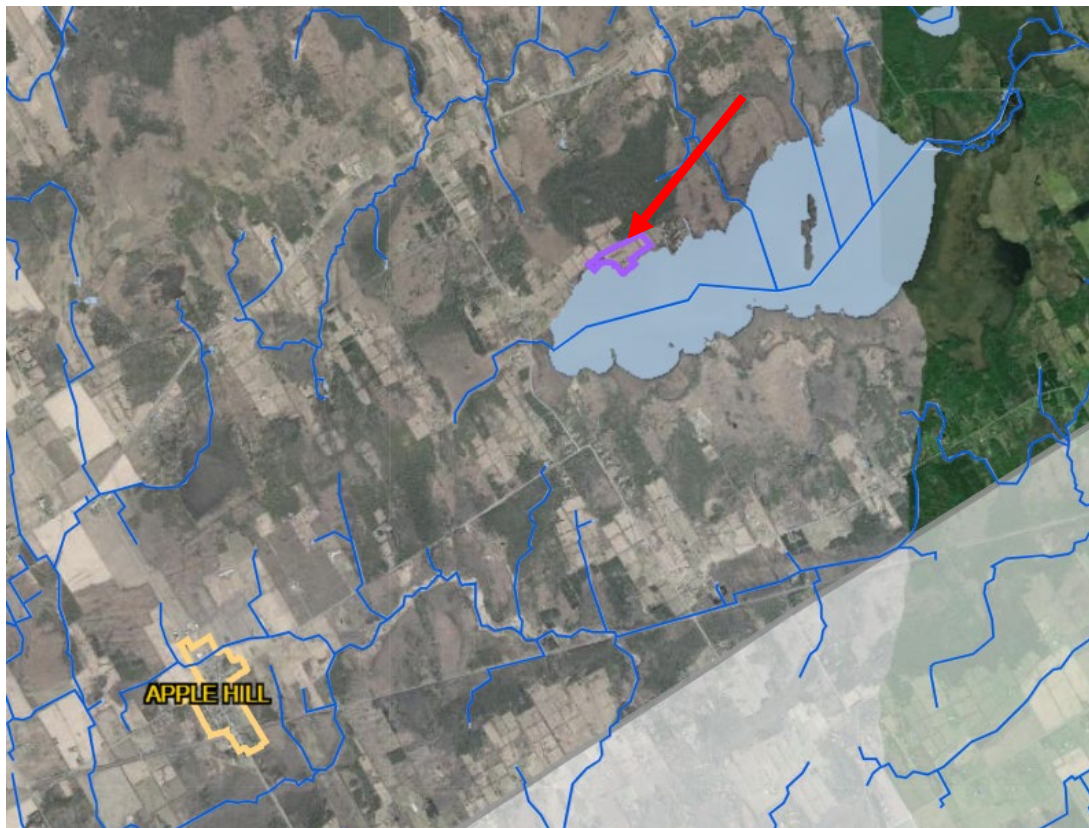
**TO:** Mayor and Council Members

**FROM:** Jacob Rheume, Director of Building, By-law & Planning

**RE: Zoning By-law Amendment No. Z-11-2024**

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**Owner:** Sandra Ann VERNON-NOBLE  
19146 Vernon Road, Apple Hill  
Reg Comp PLAN 135, Part Lot 41

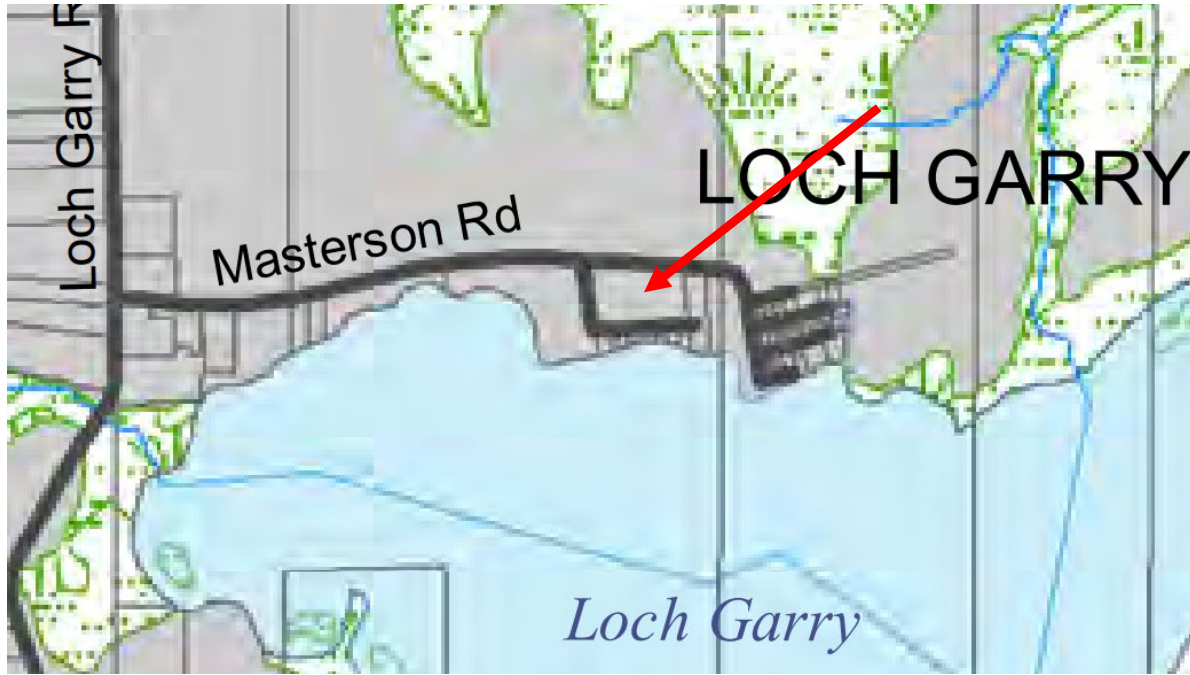








**Official Plan designation:** Rural District



**Zoning designation:** Rural (RU) & Floodplain (FP) – Loch Garry Lake



**THE PURPOSE** of the Zoning By-Law Amendment is to re-zone the severed portion (B-44-24) of the property from Rural (RU) to Rural Special Exception-22 HOLD (RU-22-H) to require the need for the necessary studies/impact assessment report and the application/approval of a septic system permit (conventional or tertiary system) with a detailed site plan to the satisfaction of the Township to ensure the septic system location meets the intent of keeping it as far back (North-East) from the lake as possible while complying to all other applicable law, including the Ontario Building Code Act, and to place a HOLD designation symbol on the property until such studies/impact assessment report is submitted along with the application of a septic system permit and a detailed site plan.

**Discussion:** The subject land area is approximately 17.8 acres. The applicant received conditional approval from the United Counties of Stormont Dundas & Glengarry on November 21, 2024, to sever two (2) new rural-residential lots of 3.27 acres (B-44-24) & 2.97 acres (B-45-24).

The newly created property lines will be created in accordance with the Zoning By-law requirements for each portion. The lot frontage, lot area, and the setbacks from the existing building to the newly created property lines will be made compliant for the retained portion, and the lot frontage and lot area are proposed to be above the required minimum for both severed portions. There are no concerns with any requirements of the Township's Zoning By-law.

A survey has not been submitted at this time, the proposed lines may differ from the original proposition to ensure it will not affect the private road, and to make sure it is consistent with existing condition and reference plans as there appears to be some discrepancies between existing conditions and the GIS. The goal is to use the tree line as the property line between the two (2) new lots.

The purpose of this By-law Amendment is due to the fact that the proposed severances will result in two newly created lots, located within the 300-meter influence area from Loch Garry Lake, to accommodate future residential dwellings on each property. The Environmental Assessment Branch from the Ministry of the Environment, Conservation and Parks made a request that the current owner applies for a site-specific zoning by-law amendment to restrict the proposed developable area on site by applying a HOLD symbol on each property to restrict development.

The "HOLD" symbol shall be removed by Council passing a By-law under Section 36 of the Planning Act. The purpose of the HOLD provision is to ensure the necessary studies/impact assessment report and the application/approval of a septic system permit (conventional or tertiary system) with a detailed site plan is to the satisfaction of the Township to ensure the septic system location meets the intent of keeping it as far back (North-East) from the lake as possible while complying to all other applicable law, including the Ontario Building Code Act. Until such time as the HOLD symbol is removed, no person shall develop the lands.

The existing driveway and civic number will be used only for the existing residential portion. There are no other entrances for the newly created lots, the owner will have to apply to the Township for a new entranceway from Masterson Road. New civic numbers could be issued for both severed portions of the severance.

The exact location for a new dwelling and septic system will be determined later, according to the results of the studies and septic application designs. Both new lots will have its own private septic system and private well. Both are of no concern from a planning, geological, environmental, nuisance, or building code standpoint.

Designs for any new dwelling have not been finalized at this time as the owners want to confirm the construction is allowed before investing in architectural/structural drawings, and septic designs. The new dwellings will comply with our current Zoning By-law and will have to comply with the Ontario Building Code, requiring a building permit. No Site Plan Control will be required.

The use of all portions of the severance will remain the same. All three lots will have residential use with two (2) of them being placed on HOLD.

The surrounding official plan designation is mostly Rural District & Provincially Significant Wetland (PSW) – Loch Garry Lake for all adjacent and neighboring properties.

The surrounding zoning is Rural (R)U for all adjacent and neighboring properties with some Wetlands (WL) & Floodplain (FP) because of the proximity to Loch Garry Lake.

The surrounding uses includes mostly wooded rural residential properties, wooded areas, forested areas, and the small residential/cottage community surrounding Masterson Beach, along Loch Garry Lake to the East.





No other agencies, aside from the Ministry of the Environment, Conservation and Parks, Township departments or members of the public expressed concerns or provided any comments regarding this Zoning By-law Amendment.

## **Planning Act**

The Ontario Planning Act gives municipal Councils the authority to pass zoning by-laws, and make amendments to existing zoning by-laws, under Section 34 of the Act. The Planning Act also requires that in making planning decisions Council must have regard for matters of Provincial Interest. The Planning Act requires that Council's decisions must be consistent with the Provincial Policy Statement, and conform, or not conflict with, the Stormont, Dundas and Glengarry Official Plan which apply to the lands.

## **Provincial Policy Statement (2020)**

The Provincial Policy Statement, also known as the "PPS", provides policy directions on matters of provincial interest related to land use planning and development. It aims to provide for appropriate development while protecting resources of provincial interest, public health and safety, and the quality of the natural and built environment.

Section 1.1.1 supports Healthy, livable and safe communities by promoting efficient development and land use patterns which sustain the financial well-being of the Province and municipalities over the long term, accommodate an appropriate affordable and market-based range and mix of residential types, (including single-detached, additional residential units, multi-unit housing, affordable housing and housing for elderly) and avoiding development and land use patterns which may cause environmental or public health and safety concerns.

## **SDG Counties Official Plan (2018)**

The Official Plan sets out goals and objectives for development in the County for the next 20 years (2017-2037) including regard for the social, economic, and natural environment of the County. This Plan establishes a policy-driven framework for land use planning for the County and its six municipalities. The Plan accentuates the best attributes and amenities of the County, fosters a progressive approach to community and economic development within an environmentally friendly context, provides for the wise use of renewable and non-renewable resources, and streamlines the planning approvals process.

The Rural District contains a variety of land uses, such as farms, forests, residential, and in many places, small clusters of residential development. The intent of this designation is to accommodate a variety of land uses that are appropriate for a rural location and a limited amount of residential development where such development will not preclude continued agricultural and non-residential uses

**In conclusion, based on the criteria above, the proposed zoning amendment conforms to the relevant policies of the United Counties of Stormont Dundas and Glengarry's Official Plan, it is consistent with Provincial Policy Statement and compliant with the Township of North Glengarry Zoning By-law No. 39-2000. It also promotes the efficient use of land, and it is deemed appropriate for the subject lands.**



## **STAFF REPORT TO COUNCIL**

**Report No: BP-2025-03**

**January 28, 2025**

From: Jacob Rheume, Director of Building, By-law & Planning

RE: **ZONING BY-LAW AMENDMENT No. Z-12-2024**

**Owner:** Sandra Ann VERNON-NOBLE

**Location:** 19146 Vernon Road, Apple Hill  
Reg Comp PLAN 135, Part Lot 41

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### **Recommended Motion:**

**THAT** the Council of the Township of North Glengarry adopt Zoning By-Law No. Z-12-2024; and

**THAT** By-law No. Z-12-2024 be read a first second and third time and enacted in open Council this 28<sup>th</sup> day of January 2025.

### **Background / Analysis:**

A zoning amendment application was presented during a public meeting of planning on January 13, 2025.

The purpose of the application was to re-zone the severed portion (B-45-24) of the property from Rural (RU) to Rural Special Exception-23 HOLD (RU-23-H) to require the need for the necessary studies/impact assessment report and the application/approval of a septic system permit (conventional or tertiary system) with a detailed site plan to the satisfaction of the Township to ensure the septic system location meets the intent of keeping it as far back (North-East) from the lake as possible while complying to all other applicable law, including the Ontario Building Code Act, and to place a HOLD designation symbol on the property until such studies/impact assessment report is submitted along with the application of a septic system permit and a detailed site plan.



The application was circulated as per the planning act, being by regular mail, posted on the property and posted on the Township website. No questions or concerns from the public or other agencies have been brought forward.

The application is being presented this evening to the Council of The Township of North Glengarry for further discussion and adoption.

**Alternatives: Option #1 That Council adopt the by-law as presented**

OR

**Option #2 Council does not adopt the by-law**

**Financial Implications:**

No financial implications to the Township

**Attachments & Relevant Legislation:**

- By-Law Z-12-2024
- Public Meeting of Planning Staff report from January 13, 2025

**Others Consulted:**

n/a

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Reviewed and Approved by:  
Sarah Huskinson, CAO/Clerk

**THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY**

**BY-LAW NO. Z-12-2024**

**BEING A BY-LAW TO AMEND ZONING BY-LAW NO. 39-2000**

**WHEREAS** By-Law No. 39-2000 regulates the use of land and erection of buildings and structures within the Township of North Glengarry, United Counties of Stormont, Dundas & Glengarry;

**AND WHEREAS** the Council of the Corporation of the Township of North Glengarry deems it advisable to amend By-Law 39-2000 as hereinafter set forth;

**NOW THEREFORE** the Council of the Corporation of the Township of North Glengarry enacts as follows:

1. Notwithstanding the provisions of Section 12.1 to the contrary, on the lands described as being Reg Comp PLAN 135, Part Lot 41, former Township of Kenyon (19146 Vernon Road, Apple Hill, ON) of North Glengarry zoned Rural Special Exception-23 HOLD (RU-23-H) on Schedule “A” attached hereto, the following provisions shall apply:
  - i) Rural Special Exception-23 HOLD (RU-23-H):
    - to require the need for the necessary studies/impact assessment report and the application/approval of a septic system permit (conventional or tertiary system) with a detailed site plan to the satisfaction of the Township to ensure the septic system location meets the intent of keeping it as far back (North-East) from the lake as possible while complying to all other applicable law, including the Ontario Building Code Act, and to place a HOLD designation symbol on the property until such studies/impact assessment report is submitted along with the application of a septic system permit and a detailed site plan.
2. That Schedule “A” of By-Law 39-2000 is hereby amended by changing the “RU” Zone Symbol on the subject lands to “RU-23-H” on the Schedule “A” hereto.
3. That Schedule “A” attached hereto is hereby made fully part of the By-Law.

This By-Law shall come into effect on the date of passing hereof subject to the provisions of the Planning Act.

**READ** a first, second, third time and enacted in Open Council, this 28th day of January 2025.

\_\_\_\_\_  
CAO/Clerk/Deputy Clerk

\_\_\_\_\_  
Mayor/Deputy Mayor

I, hereby certify that the forgoing is a true copy of By-Law No. Z-12-2024, duly adopted by the Council of the Township of North Glengarry, on the 28<sup>th</sup> day of January 2025.

\_\_\_\_\_  
Date Certified

\_\_\_\_\_  
Clerk / Deputy Clerk

**SCHEDULE "A"  
TO BY-LAW NUMBER Z-12-2024**

**Legend  
Subject Lands  
Zone Change from "RU" to "RU-23-H"**

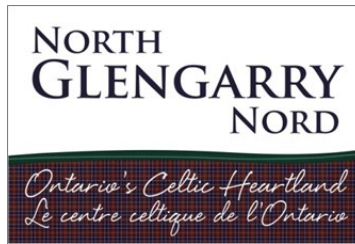


**19146 Vernon Road, Apple Hill  
Reg Comp PLAN 135, Part Lot 41  
Township of North Glengarry  
United Counties of Stormont, Dundas & Glengarry**

**This is Schedule "A" to By-Law Z-12-2024. Passed  
this 28<sup>th</sup> day of January 2025.**

\_\_\_\_\_  
**Mayor/Deputy Mayor**

\_\_\_\_\_  
**CAO/Clerk/Deputy Clerk**



**STAFF REPORT  
PUBLIC MEETING OF PLANNING**

**DATE:** January 13, 2025

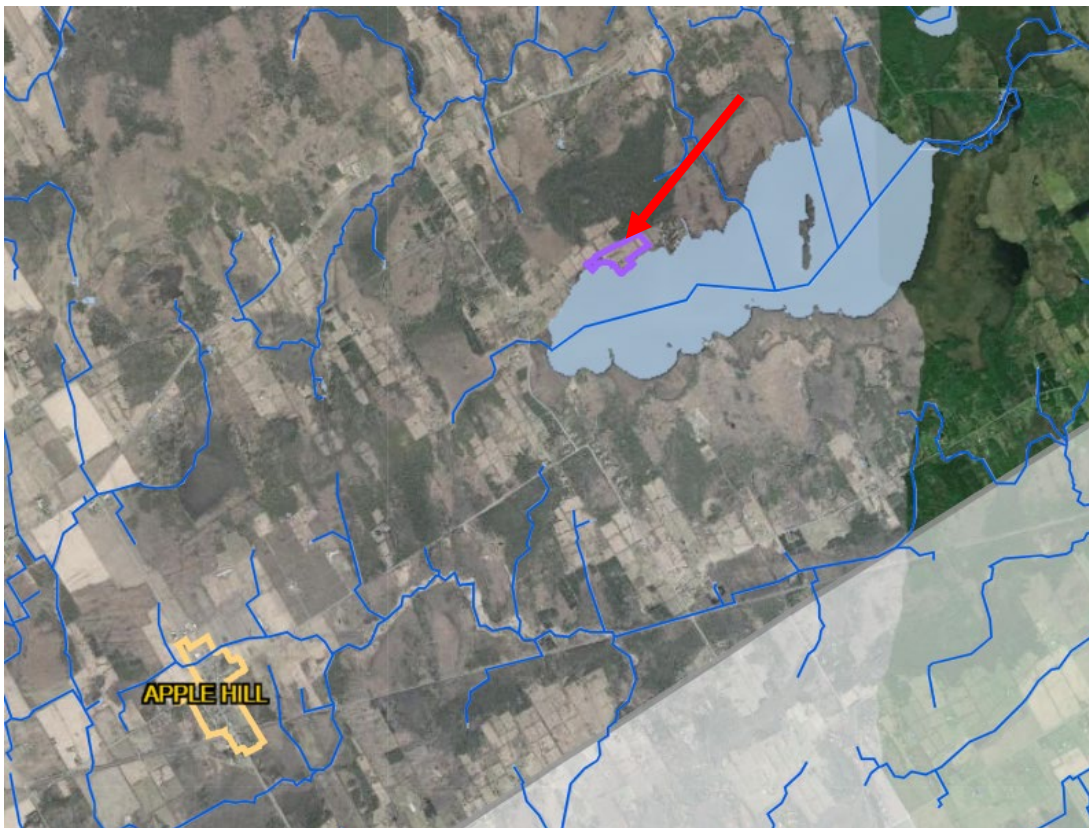
**TO:** Mayor and Council Members

**FROM:** Jacob Rheume, Director of Building, By-law & Planning

**RE: Zoning By-law Amendment No. Z-12-2024**

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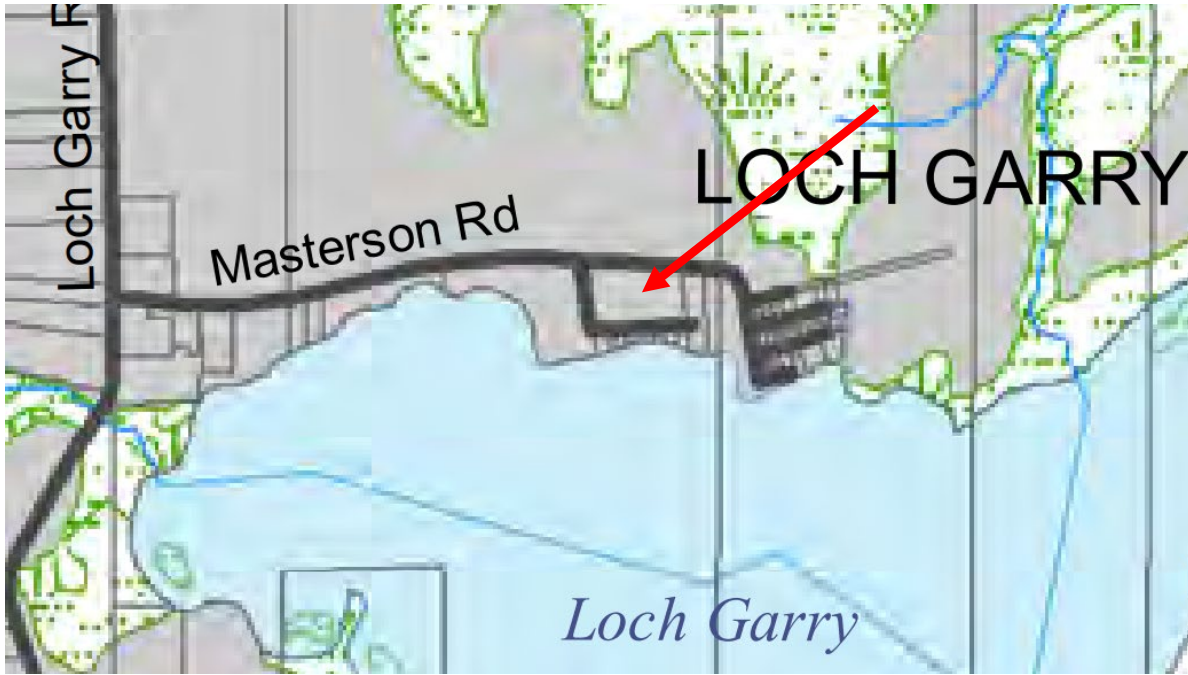
**Owner:** Sandra Ann VERNON-NOBLE  
19146 Vernon Road, Apple Hill  
Reg Comp PLAN 135, Part Lot 41







**Official Plan designation:** Rural District



**Zoning designation:** Rural (RU) & Floodplain (FP) – Loch Garry Lake



**THE PURPOSE** of the Zoning By-Law Amendment is to re-zone the severed portion (B-45-24) of the property from Rural (RU) to Rural Special Exception-23 HOLD (RU-23-H) to require the need for the necessary studies/impact assessment report and the application/approval of a septic system permit (conventional or tertiary system) with a detailed site plan to the satisfaction of the Township to ensure the septic system location meets the intent of keeping it as far back (North-East) from the lake as possible while complying to all other applicable law, including the Ontario Building Code Act, and to place a HOLD designation symbol on the property until such studies/impact assessment report is submitted along with the application of a septic system permit and a detailed site plan.

**Discussion:** The subject land area is approximately 17.8 acres. The applicant received conditional approval from the United Counties of Stormont Dundas & Glengarry on November 21, 2024, to sever two (2) new rural-residential lots of 3.27 acres (B-44-24) & 2.97 acres (B-45-24).

The newly created property lines will be created in accordance with the Zoning By-law requirements for each portion. The lot frontage, lot area, and the setbacks from the existing building to the newly created property lines will be made compliant for the retained portion, and the lot frontage and lot area are proposed to be above the required minimum for both severed portions. There are no concerns with any requirements of the Township's Zoning By-law.

A survey has not been submitted at this time, the proposed lines may differ from the original proposition to ensure it will not affect the private road, and to make sure it is consistent with existing condition and reference plans as there appears to be some discrepancies between existing conditions and the GIS. The goal is to use the tree line as the property line between the two (2) new lots.

The purpose of this By-law Amendment is due to the fact that the proposed severances will result in two newly created lots, located within the 300-meter influence area from Loch Garry Lake, to accommodate future residential dwellings on each property. The Environmental Assessment Branch from the Ministry of the Environment, Conservation and Parks made a request that the current owner applies for a site-specific zoning by-law amendment to restrict the proposed developable area on site by applying a HOLD symbol on each property to restrict development.

The "HOLD" symbol shall be removed by Council passing a By-law under Section 36 of the Planning Act. The purpose of the HOLD provision is to ensure the necessary studies/impact assessment report and the application/approval of a septic system permit (conventional or tertiary system) with a detailed site plan is to the satisfaction of the Township to ensure the septic system location meets the intent of keeping it as far back (North-East) from the lake as possible while complying to all other applicable law, including the Ontario Building Code Act. Until such time as the HOLD symbol is removed, no person shall develop the lands.



The existing driveway and civic number will be used only for the existing residential portion. There are no other entrances for the newly created lots, the owner will have to apply to the Township for a new entranceway from Masterson Road. New civic numbers could be issued for both severed portions of the severance.

The exact location for a new dwelling and septic system will be determined later, according to the results of the studies and septic application designs. Both new lots will have its own private septic system and private well. Both are of no concern from a planning, geological, environmental, nuisance, or building code standpoint.

Designs for any new dwelling have not been finalized at this time as the owners want to confirm the construction is allowed before investing in architectural/structural drawings, and septic designs. The new dwellings will comply with our current Zoning By-law and will have to comply with the Ontario Building Code, requiring a building permit. No Site Plan Control will be required.

The use of all portions of the severance will remain the same. All three lots will have residential use with two (2) of them being placed on HOLD.

The surrounding official plan designation is mostly Rural District & Provincially Significant Wetland (PSW) – Loch Garry Lake for all adjacent and neighboring properties.

The surrounding zoning is Rural (R)U for all adjacent and neighboring properties with some Wetlands (WL) & Floodplain (FP) because of the proximity to Loch Garry Lake.

The surrounding uses includes mostly wooded rural residential properties, wooded areas, forested areas, and the small residential/cottage community surrounding Masterson Beach, along Loch Garry Lake to the East.





No other agencies, aside from the Ministry of the Environment, Conservation and Parks, Township departments or members of the public expressed concerns or provided any comments regarding this Zoning By-law Amendment.

## **Planning Act**

The Ontario Planning Act gives municipal Councils the authority to pass zoning by-laws, and make amendments to existing zoning by-laws, under Section 34 of the Act. The Planning Act also requires that in making planning decisions Council must have regard for matters of Provincial Interest. The Planning Act requires that Council's decisions must be consistent with the Provincial Policy Statement, and conform, or not conflict with, the Stormont, Dundas and Glengarry Official Plan which apply to the lands.

## **Provincial Policy Statement (2020)**

The Provincial Policy Statement, also known as the "PPS", provides policy directions on matters of provincial interest related to land use planning and development. It aims to provide for appropriate development while protecting resources of provincial interest, public health and safety, and the quality of the natural and built environment.

Section 1.1.1 supports Healthy, livable and safe communities by promoting efficient development and land use patterns which sustain the financial well-being of the Province and municipalities over the long term, accommodate an appropriate affordable and market-based range and mix of residential types, (including single-detached, additional residential units, multi-unit housing, affordable housing and housing for elderly) and avoiding development and land use patterns which may cause environmental or public health and safety concerns.

## **SDG Counties Official Plan (2018)**

The Official Plan sets out goals and objectives for development in the County for the next 20 years (2017-2037) including regard for the social, economic, and natural environment of the County. This Plan establishes a policy-driven framework for land use planning for the County and its six municipalities. The Plan accentuates the best attributes and amenities of the County, fosters a progressive approach to community and economic development within an environmentally friendly context, provides for the wise use of renewable and non-renewable resources, and streamlines the planning approvals process.

The Rural District contains a variety of land uses, such as farms, forests, residential, and in many places, small clusters of residential development. The intent of this designation is to accommodate a variety of land uses that are appropriate for a rural location and a limited amount of residential development where such development will not preclude continued agricultural and non-residential uses

**In conclusion, based on the criteria above, the proposed zoning amendment conforms to the relevant policies of the United Counties of Stormont Dundas and Glengarry's Official Plan, it is consistent with Provincial Policy Statement and compliant with the Township of North Glengarry Zoning By-law No. 39-2000. It also promotes the efficient use of land, and it is deemed appropriate for the subject lands.**



## **STAFF REPORT TO COUNCIL**

**Report No: BP-2025-04**

**January 28, 2025**

From: Jacob Rheume, Director of Building, By-law & Planning

RE: **ZONING BY-LAW AMENDMENT No. Z-13-2024**

**Owner:** GRANT CASTLE CORP (MacEwen Petroleum)

**Location:** 56 Mechanic Street West, Maxville  
Parcel Identifier (PIN) 67103-0378  
Roll No. 0111 014 000 64600

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### **Recommended Motion:**

**THAT** the Council of the Township of North Glengarry adopt Zoning By-Law No. Z-13-2024; and

**THAT** By-law No. Z-13-2024 be read a first second and third time and enacted in open Council this 28<sup>th</sup> day of January 2025.

### **Background / Analysis:**

A zoning amendment application was presented during a public meeting of planning on January 13, 2025.

The purpose of the application was to re-zone a portion of the property known as 56 Mechanic Street West, Maxville, from Residential Second Density (R2) to General Commercial (CG) and to remove the HOLDING provision, to permit the development of a new two-storey head-office building of 1496m<sup>2</sup> and an 85-stalls parking lot for MacEwen Petroleum.

The application was circulated as per the planning act, being by regular mail, posted on the property and posted on the Township website. No questions or concerns from the public or other agencies have been brought forward.

The application is being presented this evening to the Council of The Township of North Glengarry for further discussion and adoption.

**Alternatives: Option #1 That Council adopt the by-law as presented**

OR

**Option #2 Council does not adopt the by-law**

**Financial Implications:**

No financial implications to the Township

**Attachments & Relevant Legislation:**

- By-Law Z-13-2024
- Public Meeting of Planning Staff report from January 13, 2025

**Others Consulted:**

n/a

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Reviewed and Approved by:  
Sarah Huskinson, CAO/Clerk

**THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY**

**BY-LAW NO. Z-13-2024**

**BEING A BY-LAW TO AMEND ZONING BY-LAW NO. 39-2000**

**WHEREAS** By-Law No. 39-2000 regulates the use of land and erection of buildings and structures within the Township of North Glengarry, United Counties of Stormont, Dundas & Glengarry;

**AND WHEREAS** the Council of the Corporation of the Township of North Glengarry deems it advisable to amend By-Law 39-2000 as hereinafter set forth;

**NOW THEREFORE** the Council of the Corporation of the Township of North Glengarry enacts as follows:

1. Notwithstanding the provisions of Section 6.1 to the contrary, on the lands described as being Parcel Identifier (PIN) 671030378 – Roll No. 011101400064600, *LT 5 W OF MAIN ST AND N OF RAILWAY BLK D PL 32; LT 6 W OF MAIN ST AND N OF RAILROAD BLK D PL 32; LT 7 W OF MAIN ST AND N OF RAILWAY BLK D PL 32; LT 8 W OF MAIN ST AND N OF RAILWAY BLK D PL 32; LT 9 W OF MAIN ST AND N OF RAILWAY BLK D PL 32; LT 10 W OF MAIN ST AND N OF RAILROAD BLK D PL 32; LT 11 W OF MAIN ST AND N OF RAILROAD BLK D PL 32; PT LT 1 W OF MAIN ST AND N OF RAILROAD BLK G PL 32; PT LT 2 W OF MAIN ST AND N OF RAILWAY BLK G PL 32; PT LT 3 W OF MAIN ST AND N OF RAILWAY BLK G PL 32; PT LT 4 W OF MAIN ST AND N OF RAILWAY BLK G PL 32; PT LT 5 W OF MAIN ST AND N OF RAILROAD BLK G PL 32; PT PRINCESS ST PL 32 CLOSED BY AR6696; PT LT 1 W OF MAIN ST AND N OF RAILWAY BLK D PL 32; PT LT 2 W OF MAIN ST AND N OF RAILROAD BLK D PL 32; PT LT 3 W OF MAIN ST AND N OF RAILWAY BLK D PL 32; PT LT 4 W OF MAIN ST AND N OF RAILROAD BLK D PL 32; PT LT 12 W OF MAIN ST AND N OF RAILWAY BLK D PL 32; PT LT 11 CON 17 INDIAN LANDS KENYON PT 1, 2, 14R3366; NORTH GLENGARRY. former Village of Maxville (56 Mechanic Street West, Maxville, ON) of North Glengarry zoned General Commercial on Schedule “A” attached hereto, the following provisions shall apply:*

- i) General Commercial (CG):
  - to re-zone a portion of the property known as 56 Mechanic Street West, Maxville, from Residential Second Density (R2) to General Commercial (CG) and to remove the HOLDING provision, to permit the development of a new two-storey head-office building of 1496m2 and an 85-stalls parking lot for GRANT CASTLE CORP (MacEwen Petroleum).
2. That Schedule “D” of By-Law 39-2000 is hereby amended by changing the “R2-H” Zone Symbol on the subject lands to “CG” on the Schedule “A” hereto.
3. That Schedule “A” attached hereto is hereby made fully part of the By-Law.

This By-Law shall come into effect on the date of passing hereof subject to the provisions of the Planning Act.

**READ** a first, second, third time and enacted in Open Council, this 28<sup>th</sup> day of January 2025.

\_\_\_\_\_  
CAO/Clerk/Deputy Clerk

\_\_\_\_\_  
Mayor/Deputy Mayor

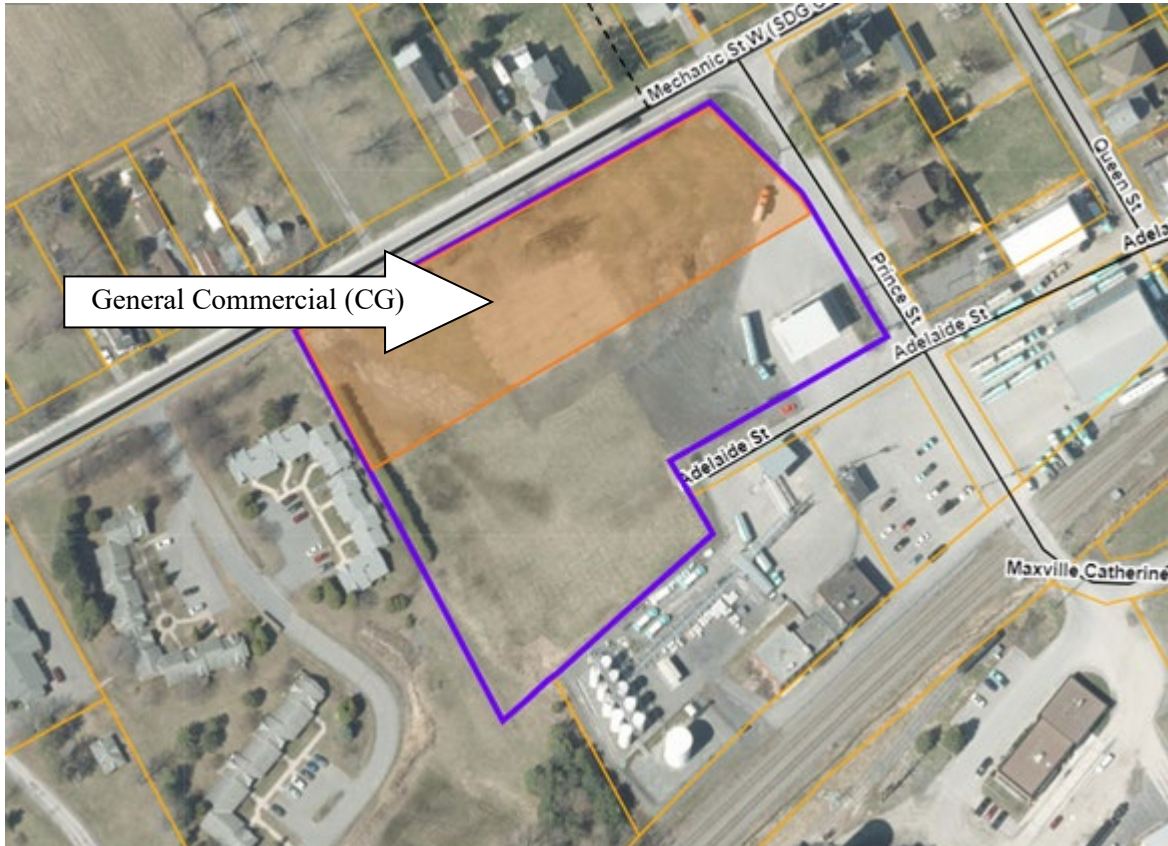
I, hereby certify that the forgoing is a true copy of By-Law No. Z-13-2024, duly adopted by the Council of the Township of North Glengarry, on the 28<sup>th</sup> day of January 2025.

\_\_\_\_\_  
Date Certified

\_\_\_\_\_  
Clerk / Deputy Clerk

**SCHEDULE "A"  
TO BY-LAW NUMBER Z-13-2024**

**Legend  
Subject Lands  
Zone Change from "R2-H" to "CG"**



**56 Mechanic Street West, Maxville  
Parcel Identifier (PIN) 671030378 – Roll No. 011101400064600**

**LT 5 W OF MAIN ST AND N OF RAILWAY BLK D PL 32; LT 6 W OF MAIN ST AND N OF RAILROAD BLK D PL32; LT 7 W OF MAIN ST AND N OF RAILWAY BLK D PL 32; LT 8 W OF MAIN ST AND N OF RAILWAY BLK D PL 32; LT 9 W OF MAIN ST AND N OF RAILWAY BLK D PL 32; LT 10 W OF MAIN ST AND N OF RAILROAD BLK D PL 32; LT 11 W OF MAIN ST AND N OF RAILROAD BLK D PL 32; PT LT 1 W OF MAIN ST AND N OF RAILROAD BLK G PL 32; PT LT 2 W OF MAIN ST AND N OF RAILWAY BLK G PL 32; PT LT 3 W OF MAIN ST AND N OF RAILWAY BLK G PL 32; PT LT 4 W OF MAIN ST AND N OF RAILWAY BLK G PL 32; PT LT 5 W OF MAIN ST AND N OF RAILROAD BLK G PL 32; PT PRINCESS ST PL 32 CLOSED BY AR6696; PT LT 1 W OF MAIN ST AND N OF RAILWAY BLK D PL 32; PT LT 2 W OF MAIN ST AND N OF RAILROAD BLK D PL 32; PT LT 3 W OF MAIN ST AND N OF RAILWAY BLK D PL 32; PT LT 4 W OF MAIN ST AND N OF RAILROAD BLK D PL 32; PT LT 12 W OF MAIN ST AND N OF RAILWAY BLK D PL 32; PT LT 11 CON 17 INDIAN LANDS KENYON PT 1, 2, 14R3366; NORTH GLENGARRY**

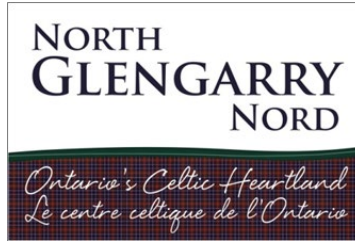
**Township of North Glengarry  
United Counties of Stormont, Dundas & Glengarry**

**This is Schedule "A" to By-Law Z-13-2024.  
Passed this 28<sup>th</sup> day of January 2025.**

\_\_\_\_\_  
**Mayor/Deputy Mayor**

\_\_\_\_\_  
**CAO/Clerk/Deputy Clerk**





**STAFF REPORT  
PUBLIC MEETING OF PLANNING**

**DATE:** January 13, 2025

**TO:** Mayor and Council Members

**FROM:** Jacob Rheame, Director of Building, By-law & Planning

**RE: Zoning By-law Amendment No. Z-13-2024**

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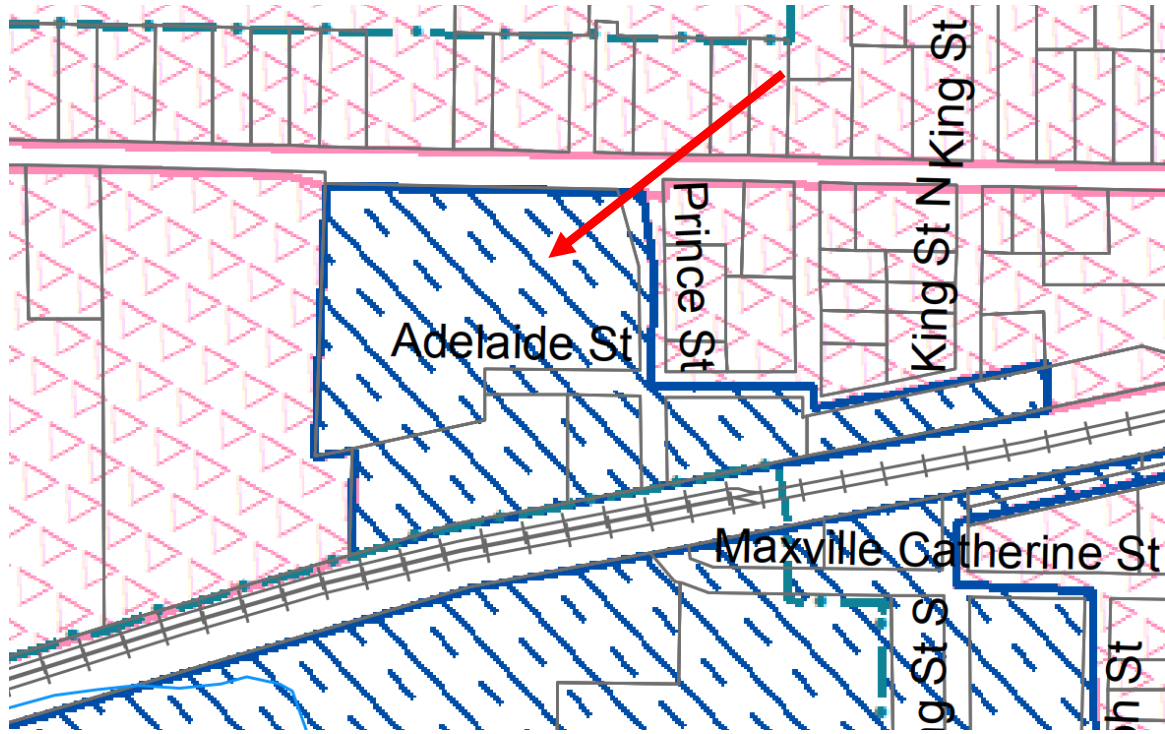
**Owner:** GRANT CASTLE CORP (MacEwen Petroleum)  
56 Mechanic Street West, Maxville  
Parcel Identifier (PIN) 671030378 – Roll No. 011101400064600

*LT 5 W OF MAIN ST AND N OF RAILWAY BLK D PL 32; LT 6 W OF MAIN ST AND N OF RAILROAD BLK D PL32; LT 7 W OF MAIN ST AND N OF RAILWAY BLK D PL 32; LT 8 W OF MAIN ST AND N OF RAILWAY BLK D PL 32; LT 9 W OF MAIN ST AND N OF RAILWAY BLK D PL 32; LT 10 W OF MAIN ST AND N OF RAILROAD BLK D PL 32; LT 11 W OF MAIN ST AND N OF RAILROAD BLK D PL 32; PT LT 1 W OF MAIN ST AND N OF RAILROAD BLK G PL 32; PT LT 2 W OF MAIN ST AND N OF RAILWAY BLK G PL 32; PT LT 3 W OF MAIN ST AND N OF RAILWAY BLK G PL 32; PT LT 4 W OF MAIN ST AND N OF RAILWAY BLK G PL 32; PT LT 5 W OF MAIN ST AND N OF RAILROAD BLK G PL 32; PT PRINCESS ST PL 32 CLOSED BY AR6696; PT LT 1 W OF MAIN ST AND N OF RAILWAY BLK D PL 32; PT LT 2 W OF MAIN ST AND N OF RAILROAD BLK D PL 32; PT LT 3 W OF MAIN ST AND N OF RAILWAY BLK D PL 32; PT LT 4 W OF MAIN ST AND N OF RAILROAD BLK D PL 32; PT LT 12 W OF MAIN ST AND N OF RAILWAY BLK D PL 32; PT LT 11 CON 17 INDIAN LANDS KENYON PT 1, 2, 14R3366; NORTH GLENGARRY.*

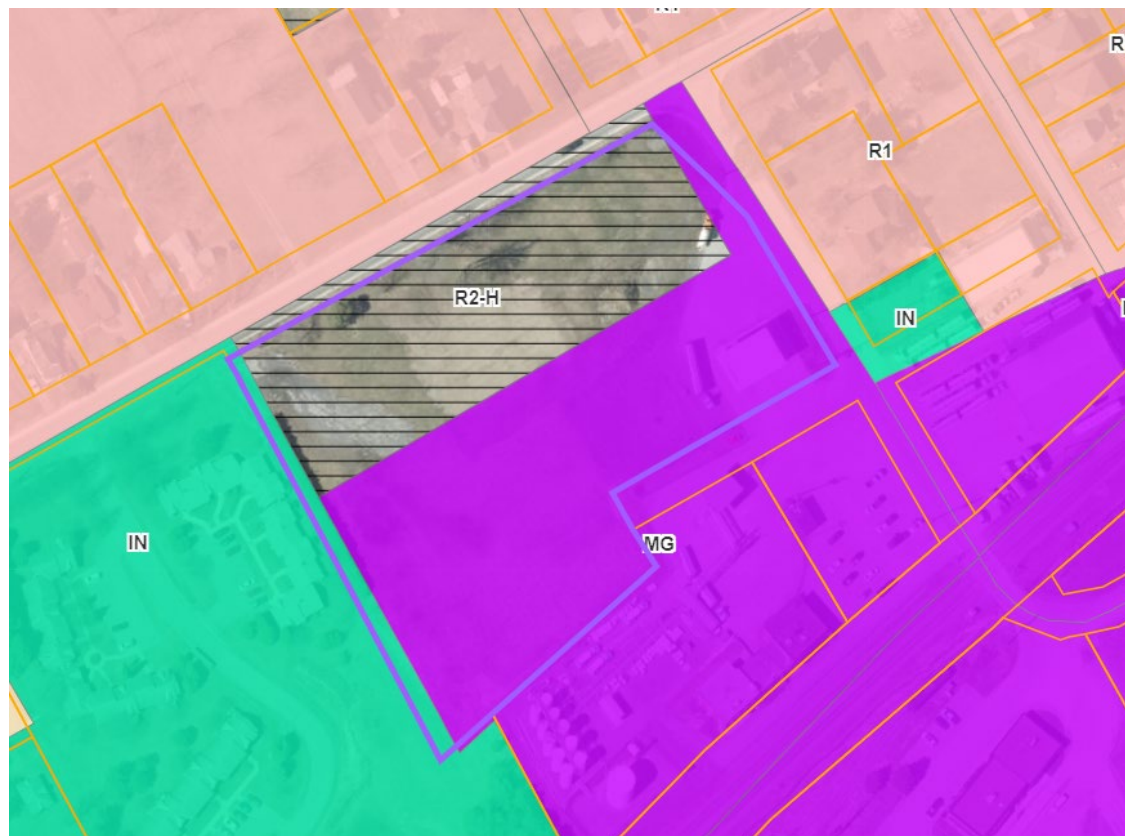




**Official Plan designation:** Urban Settlement Area (Maxville) – Employment District



**Zoning designation:** General Industrial (MG) & Residential Second Density (R2-H)

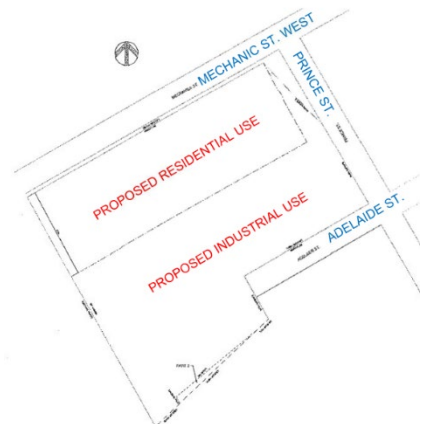


**Purpose of application:** to re-zone a portion of the property known as 56 Mechanic Street West, Maxville, from Residential Second Density (R2) to General Commercial (CG) and to remove the HOLDING provision, to permit the development of a new two-storey head-office building of 1496m<sup>2</sup> and an 85-stalls parking lot for MacEwen Petroleum.



**Discussion:** The Subject Property, which was the site of the old Maxville High School, was acquired by Grant Castle in 2014 after laying vacant for a number of years. The purpose of the acquisition was to permit the construction of a fuel depot operation on the southeast portion of the subject property adjacent to Prince Street and Adelaide Street and to further permit the development of residential dwelling units along a portion of the Mechanic Street West frontage.

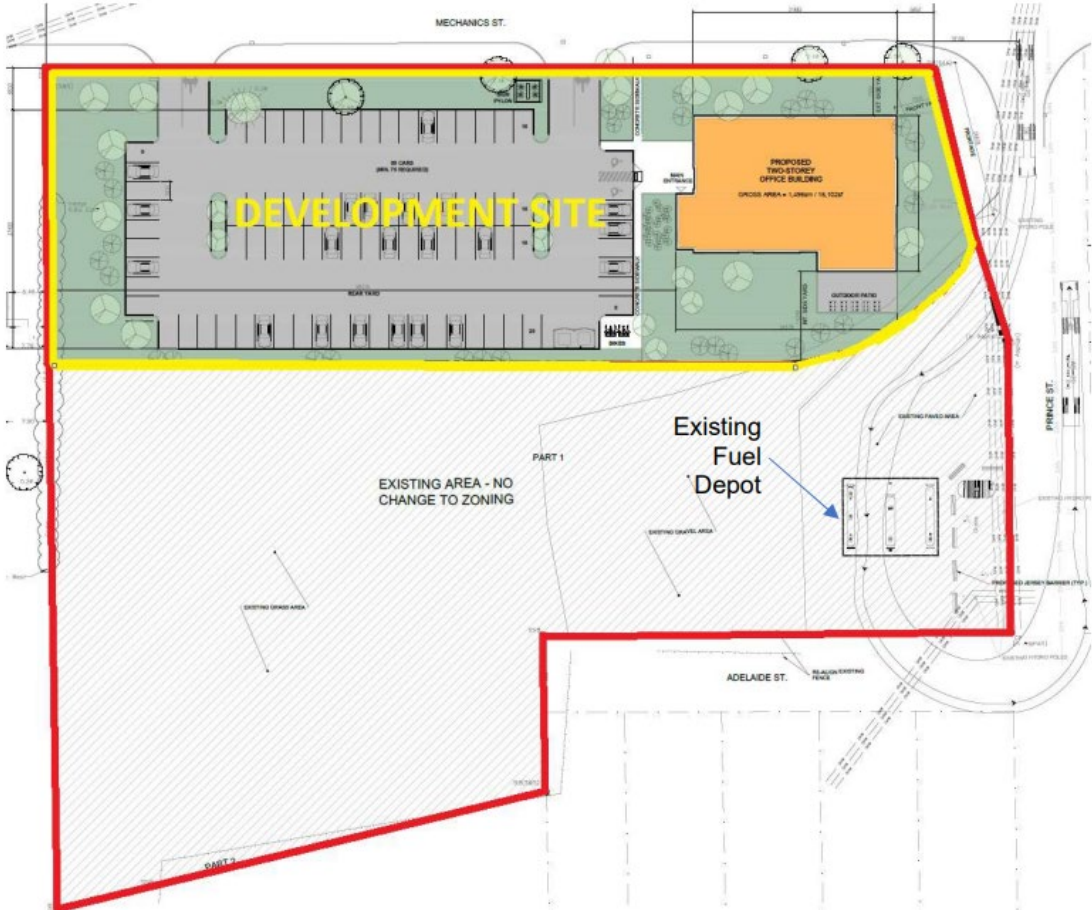
Back in 2015, an Official Plan Amendment and Zoning By-law Amendment were passed to permit the new development. The Official Plan designation was amended from Institutional to Employment District and the Zoning By-law designation was amended from Institutional and Industrial Special Exception to Residential Second Density (R2-H) and General Industrial.



While the fuel depot, consisting of two pump islands and a canopy, was constructed, the residential development was not constructed. Accordingly, apart from the fuel depot the balance of the Subject Property and the Development Site remain vacant.

MacEwen is now proposing to construct a 1,496m<sup>2</sup> two-storey building that will serve as the new head office for MacEwen Petroleum on the subject property that is of irregular shape with frontage of approximately 139.2m along Mechanic Street West and 87.5m along Prince Street.

The development site consists of the entirety of the subject property's frontage along the south side of Mechanic Street West but only extends approximately 24.6m along the west side of Prince Street.



The Proposed Development will consist of a two-storey slab on grade office building situated at the northeast corner of the subject property. The building will have a gross floor area of 1,496m<sup>2</sup> (16,102 ft<sup>2</sup>) with its main entrance oriented to face the parking lot on its west side. Municipal service connections are available to the building.



Vehicular access to the proposed development will be from two entrances along Mechanic Street West, one being existing. A concrete sidewalk from Mechanic Street West provides pedestrian access to the building from the village. The site plan contemplates a bicycle rack along the concrete sidewalk. A garbage enclosure is proposed in the southeast corner of the parking lot, adjacent to the bicycle rack.

The asphalt parking lot will contain 85 stalls including 2 accessible spaces directly in front of the main entrance to the building, making the number of parking spaces compliant with the Township's zoning by-law. A patio on the south side of the building will provide outdoor amenity space for employees. A pylon sign, surrounded by a landscaped bed, is proposed along Mechanic Street West, in between the two vehicular entrances.

The subject property and the development site are not subject to any constraints related to natural hazards/features, significant woodlands, natural heritage systems, source water protection or geology.

The preliminary design of the building, as shown below, features stone and brick facades with plentiful glazing. The proposed traditional building style will be compatible with the surrounding residential and commercial uses in the immediate vicinity. Furthermore, the placement of the building on the development site allows for efficient land use and serves to define the street edges and creates a focal point of visual interest at the intersection of Mechanic Street West and Prince Street. As a result of adherence to these principles of urban design, the asphalt parking lot is screened from view and the architectural features of the building are able to enhance the character of the street edge.



Architect's Rendering of the north and west facades of the building



Architect's Rendering of the south and east facades of the building



## **Planning Act**

The Ontario Planning Act gives municipal Councils the authority to pass zoning by-laws, and make amendments to existing zoning by-laws, under Section 34 of the Act. The Planning Act also requires that in making planning decisions Council must have regard for matters of Provincial Interest. The Planning Act requires that Council's decisions must be consistent with the Provincial Policy Statement, and conform, or not conflict with, the Stormont, Dundas and Glengarry Official Plan which apply to the lands.

## **Provincial Policy Statement (2024)**

The PPS 2024 is issued under the authority of Section 3 of the Planning Act and came into effect on October 20, 2024, replacing the Provincial Policy Statement that came into effect on May 1, 2020. The PPS 2024 provides direction on matters of provincial interest related to land use planning and development, and promotes the provincial "policy-led" planning system.

The PPS 2024 supports the protection of employment areas for current and future use. Employment areas are defined as "those areas designated in an official plan for clusters of business and economic activities including manufacturing, research and development in connection with manufacturing, warehousing, goods movement, associated retail and office, and ancillary facilities."

The development site is located within the settlement area of Maxville and is part of an assembly of land that is under the control of MacEwen. With its roots dating back almost 50 years, MacEwen has grown from a small operation serving rural eastern Ontario into a leading independent petroleum and convenience store company. Its Maxville-based head office and associated operations have played an integral role in the economic growth of the area. The proposed development serves to reinforce MacEwen's commitment to the vitality of North Glengarry and the prosperity of the employment area in which it is located

MacEwen's proposed expansion in Maxville with the construction of a new head office supports the directives of the PPS 2024.

## **SDG Counties Official Plan (2018)**

The Township of North Glengarry is regulated under the Official Plan of SDG. The OP sets out goals and objectives for development and growth in SDG. The implementation of the OP through planning applications, the issuance of building permits, construction of infrastructure, and facilitation of economic development rests with the respective municipalities.

Section 2.2 of the OP indicates the financial well-being of the province and municipalities over the long term is dependent on efficient and cost-effective development. Accordingly, it is

important that a focus be placed on intensification, redevelopment and contiguous development that uses existing or planned infrastructure.

The subject property is designated as “Employment District”, which permits uses such as industrial uses, transportation and distribution facilities near transportation corridors, office uses, other associated retail and ancillary facilities, such as hotels, restaurants, fitness centers, financial institutions, convention centers, service commercial uses, etc.

Given that the Employment District may include a mix of manufacturing, warehousing, transportation and office uses, it is important to consider the concept of compatibility with respect to sensitive uses such as may be found in the adjacent Residential Districts to the north and west of the subject property. The proposed development consists only of an office use which is not anticipated to pose any adverse consequences (such as noise or light) on the existing single family detached residences along the north side of Mechanic Street West or the east side of Prince Street. In addition, given the considerable separation distance between the building and Maxville Manor, the proposed development should not have any negative impact.

The zoning by-law amendment to General Commercial - CG is consistent with the OP in that it promotes new land use that can be adequately serviced with existing capacity of public service facilities and infrastructure, and it does not compromise the residential uses in the immediate vicinity, like General Industrial potentially would. Furthermore, the proposed development will sustain existing employment and will encourage economic development in SDG.

**In conclusion, based on the criteria above, the proposed zoning amendment**

- **conforms and is supported by the policies of the Employment District in the United Counties of Stormont Dundas and Glengarry’s Official Plan,**
- **it is consistent with Provincial Policy Statement,**
- **it is compliant with the Township of North Glengarry Zoning By-law No. 39-2000 and will comply with the performance standards of the General Commercial Zone and,**
- **is desirable for residents of the Maxville community, North Glengarry and United Counties of Stormont Dundas and Glengarry.**



## **STAFF REPORT TO COUNCIL**

**Report No: BP-2025-05**

**January 28, 2025**

From: Jacob Rheume, Director of Building, By-law & Planning

RE: **ZONING BY-LAW AMENDMENT No. Z-14-2024**

**Owner:** Maurice LAFRAMBOISE

**Location:** 20725 Glen Robertson Road (County Road 10), Alexandria  
Lochiel Concession 2, Part Lot 30; RP 14R6668, Parts 1 & 2

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### **Recommended Motion:**

**THAT** the Council of the Township of North Glengarry adopt Zoning By-Law No. Z-14-2024; and

**THAT** By-law No. Z-14-2024 be read a first second and third time and enacted in open Council this 28<sup>th</sup> day of January 2025.

### **Background / Analysis:**

A zoning amendment application was presented during a public meeting of planning on January 13, 2025.

The purpose of the application was to re-zone both the severed and retained portion subject to Consent Applications B-19-24 Conditions No. 3 & 4 as follows;

To re-zone the retained portion (41.41 acres) of Consent Application B-19-24 of the property from General Agricultural (AG) to General Agricultural Special Exception (AG-255) to:

- prohibit residential development and;
- acknowledge the deficiency in lot area from the required 74 acres to the proposed 41.41 acres and;

To re-zone the severed portion (2.69 acres) of Consent Application B-19-24 from General Agricultural (AG) to General Agricultural Special Exception (AG-256) to:

- prohibit agricultural uses and;

acknowledge the deficiency with the road frontage on MacPhee Road from the required 45m to the proposed 11.95m.

The application was circulated as per the planning act, being by regular mail, posted on the property and posted on the Township website. No questions or concerns from the public or other agencies have been brought forward.

The application is being presented this evening to the Council of The Township of North Glengarry for further discussion and adoption.

**Alternatives: Option #1 That Council adopt the by-law as presented**

OR

**Option #2 Council does not adopt the by-law**

**Financial Implications:**

No financial implications to the Township

**Attachments & Relevant Legislation:**

- By-Law Z-14-2024
- Public Meeting of Planning Staff report from January 13, 2025

**Others Consulted:**

n/a

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Reviewed and Approved by:  
Sarah Huskinson, CAO/Clerk

**THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY**

**BY-LAW NO. Z-14-2024**

**BEING A BY-LAW TO AMEND ZONING BY-LAW NO. 39-2000**

**WHEREAS** By-Law No. 39-2000 regulates the use of land and erection of buildings and structures within the Township of North Glengarry, United Counties of Stormont, Dundas & Glengarry;

**AND WHEREAS** the Council of the Corporation of the Township of North Glengarry deems it advisable to amend By-Law 39-2000 as hereinafter set forth;

**NOW THEREFORE** the Council of the Corporation of the Township of North Glengarry enacts as follows:

1. Notwithstanding the provisions of Section 11.2 to the contrary, on the lands described as being Lochiel Concession 2, Part Lot 30; RP 14R6668, Parts 1 & 2 (20725 Glen Robertson Road (County Road 10), Alexandria, ON) of North Glengarry zoned General Agricultural Special Exception 255 (AG-255) and General Agricultural Special Exception 256 (AG-256) on Schedule “A” attached hereto, the following provisions shall apply:
  - i) AG-255 Special Exception (on the **retained** portion of Consent Application B-19-24 – 41.41 acres) to:
    - prohibit residential development and;
    - acknowledge the deficiency in lot area from the required 74 acres to the proposed 41.41 acres and;
  - ii) AG-256 Special Exception (on the **severed** portion of Consent Application B-19-24 – 2.69 acres) to:
    - prohibit agricultural uses and;
    - acknowledge the deficiency with the road frontage on MacPhee Road from the required 45m to the proposed 11.95m.
2. That Schedule “B” of By-Law 39-2000 is hereby amended by changing the “AG” Zone Symbol on the subject lands to “AG-255” and “AG-256” on the Schedule “A” hereto.
3. That Schedule “A” attached hereto is hereby made fully part of the By-Law.

This By-Law shall come into effect on the date of passing hereof subject to the provisions of the Planning Act.

**READ** a first, second, third time and enacted in Open Council, this 28<sup>th</sup> day of January 2025.

\_\_\_\_\_  
CAO/Clerk/Deputy Clerk

\_\_\_\_\_  
Mayor/Deputy Mayor

I, hereby certify that the forgoing is a true copy of By-Law No. Z-14-2024, duly adopted by the Council of the Township of North Glengarry, on the 28<sup>th</sup> day of January 2025.

\_\_\_\_\_  
Date Certified

\_\_\_\_\_  
Clerk / Deputy Clerk

**SCHEDULE "A"  
TO BY-LAW NUMBER Z-14-2024**

**Legend  
Subject Lands  
Zone Change from "AG" to "AG-255" and "AG-256"**

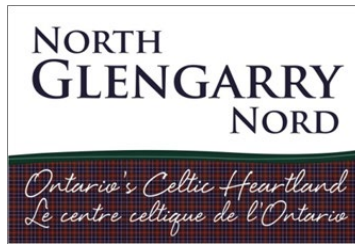


**20725 Glen Robertson Road (County Road 10), Alexandria  
Lochiel Concession 2, Part Lot 30; RP 14R6668, Parts 1 & 2  
Township of North Glengarry  
United Counties of Stormont, Dundas & Glengarry**

**This is Schedule "A" to By-Law Z-14-2024.  
Passed this 28<sup>th</sup> day of January 2025.**

\_\_\_\_\_  
**Mayor/Deputy Mayor**

\_\_\_\_\_  
**CAO/Clerk/Deputy Clerk**



**STAFF REPORT  
PUBLIC MEETING OF PLANNING**

**DATE:** January 13, 2025

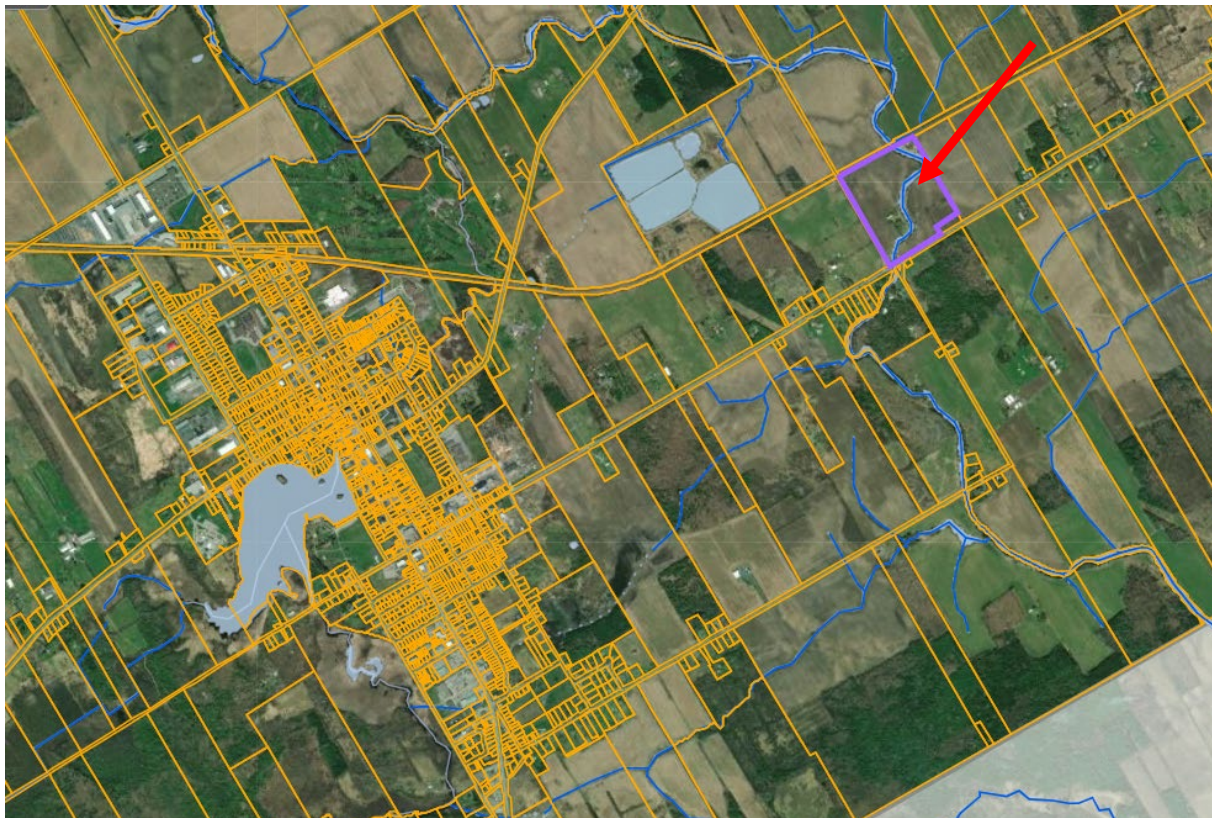
**TO:** Mayor and Council Members

**FROM:** Jacob Rheame, Director of Building, By-law & Planning

**RE: Zoning By-law Amendment No. Z-14-2024**

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**Owner:** Maurice LAFRAMBOISE  
20725 Glen Robertson Road (County Road 10), Alexandria  
Lochiel Concession 2, Part Lot 30; RP 14R6668, Parts 1 & 2

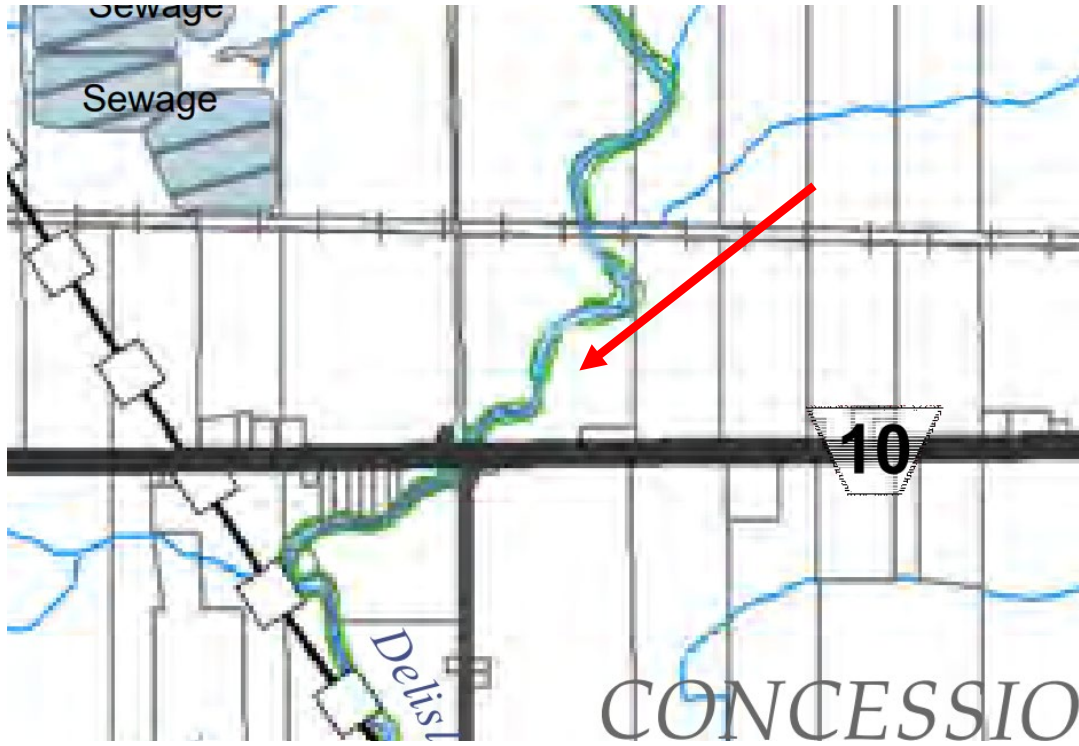








**Official Plan designation:** Agricultural Resource Lands & Provincially Significant Wetland (PSW)



**Zoning designation:** General Agricultural (AG) & Floodplain (FP) – Delisle River



**Purpose of application:** to re-zone both the severed and retained portion subject to Consent Applications B-19-24 Conditions No. 3 & 4 as follows;

To re-zone the retained portion (41.41 acres) of Consent Application B-19-24 of the property from General Agricultural (AG) to General Agricultural Special Exception (AG-255) to:

- prohibit residential development and;
- acknowledge the deficiency in lot area from the required 74 acres to the proposed 41.41 acres and;

To re-zone the severed portion (2.69 acres) of Consent Application B-19-24 from General Agricultural (AG) to General Agricultural Special Exception (AG-256) to:

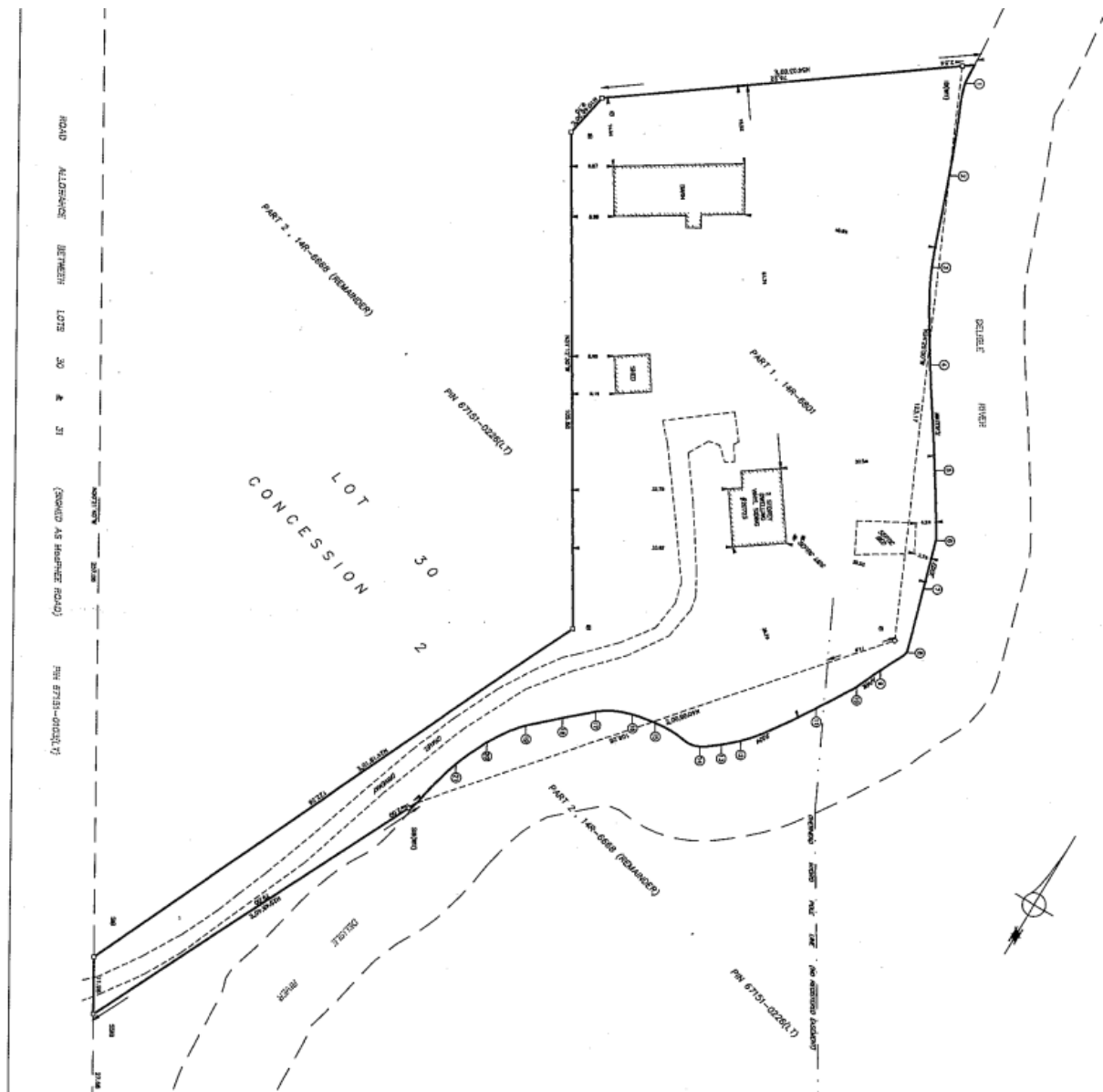
- prohibit agricultural uses and;
- acknowledge the deficiency with the road frontage on MacPhee Road from the required 45m to the proposed 11.95m.



**Discussion:** The subject land area is approximately 44.1 acres. The applicant received conditional approval from the United Counties of Stormont Dundas & Glengarry on March 20, 2024, to sever approximately 2.69 acres of land deemed surplus to the needs of the farming operation.

The newly created property lines will be created in accordance with the Zoning By-law requirements for both portions, the setbacks from the accessory storage building property lines will be made compliant with the interior yard minimum required.

The survey has been submitted and is made to ensure setbacks are compliant to all accessory buildings, single family dwelling and the septic system. The closest point to the property line to all buildings is more than 6m. The new property line is proposed to be in such a location to keep the area to a minimum to accommodate the residential use for the dwelling, septic, well and the accessory building.



Only the lot frontage on MacPhee Road (opened and maintained road portion) for the residential portion is non-compliant for this severance. Even though the address (location) is on Glen Robertson Road (County Road 10), the actual lot frontage is on MacPhee Road. The lot area is proposed to be less than the minimum required 74 acres for agricultural lands but because this is an existing condition, it is simply being recognized in this By-law.

The existing driveway and civic number will be used only for the residential portion. There are no other entrances for the agricultural portion, the owner will have to apply to the Township for a new entranceway for the agricultural portion from MacPhee Road. The Counties will not allow for an entrance from Glen Robertson Road, or, the fields could be accessed via neighboring fields. A new civic number could be issued for the agricultural portion of the severance.



The owner will have to apply for a change-of-use permit for the agricultural building as it will remain on the residential portion of the severance. Prior to clearing all the conditions, the Chief Building Official will go on site to ensure no other structures are creating a health and safety hazard for the public and future owners, such as sheds, silo, other old buildings, etc.

The use of either portion of the severance will remain the same. The residential lot will be used only for residential purposes.

The surrounding official plan designation is mostly Agricultural Resource Lands for all adjacent and neighboring properties with some Provincially Significant Wetland (PSW) because of the proximity to the Delisle River.

The surrounding zoning is General Agricultural (AG) for all adjacent and neighboring properties with some Wetlands (WL) because of the proximity to the Delisle River.

The surrounding uses include mostly rural residential properties, cash crop properties with the Alexandria Lagoons located just North-West.



We have received a comment from RRCA as there is a mapped watercourse on and within 15m of the subject lot. Alterations to the watercourse including but not limited to shoreline restoration, crossings, bridges, culverts, channelization, channel closures, realignment and cleanouts shall require permission from the Raisin Region Conservation Authority, as per O. Reg. 175/06.

No other agencies, Township departments or members of public expressed concerns or provided any comments regarding this Zoning By-law Amendment.

### **Planning Act**

The Ontario Planning Act gives municipal Councils the authority to pass zoning by-laws, and make amendments to existing zoning by-laws, under Section 34 of the Act. The Planning Act also requires that in making planning decisions Council must have regard for matters of Provincial Interest. The Planning Act requires that Council's decisions must be consistent with the Provincial Policy Statement, and conform, or not conflict with, the Stormont, Dundas and Glengarry Official Plan which apply to the lands.

### **Provincial Policy Statement (2020)**

According to the Provincial Policy Statement (2020) lot creation in prime agricultural areas is discouraged and may only be permitted in certain circumstances. A residence surplus to a farming operation is the most common reason and is applicable to this application provided that:

The new lot will be limited to a minimum size needed to accommodate the use, accessory uses, and appropriate sanitary sewage and water services, and the planning authority ensures that new residential dwellings are prohibited on any remnant parcel or farmland created by the severance.

### **SDG Counties Official Plan (2018)**

The SDG Counties Official Plan Policy (8.12.13.3(7)) permits lot creation in agricultural lands for a residence surplus to a farming operation if the new lot will be limited to a minimum size needed to accommodate the use, accessory uses, and appropriate sanitary sewage and water services, and the municipality prohibits further dwellings (residential development) on the vacant retained lands created by the subject consent.

**In conclusion, based on the criteria above, the proposed zoning amendment conforms to the relevant policies of the United Counties of Stormont Dundas and Glengarry's Official Plan, it is consistent with Provincial Policy Statement and compliant with the Township of North Glengarry Zoning By-law No. 39-2000.**



## **STAFF REPORT TO COUNCIL**

**Report No: FD 2025-01**

**January 28, 2025**

From: Matthew Roy – Fire Chief

RE: Fire Protection Grant Agreement

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### **Recommended Motion:**

THAT Council of the Township of North Glengarry receives Staff Report No. FD 2025-01;

AND that Council approve and authorize a Transfer Payment Agreement, between His Majesty the King in right of the Province of Ontario, represented by the Minister of the Solicitor General for the Province of Ontario (the “Ministry”) and the Township of North Glengarry (the “Municipality”) related to funding provided under the Fire Protection Grant.

### **Background / Analysis:**

The Fire Protection Grant program, introduced in the Provincial 2024 Budget, is designed to support municipal fire departments across Ontario in their cancer prevention efforts. Available to municipalities with fire departments established in accordance with clause 2(2)(b) of the Fire Protection and Prevention Act, 1997 (FPPA), the Fire Protection Grant allocates \$10M annually over three years.

In September 2024, staff submitted an application to the Fire Protection Grant for the purchase of new firefighting bunker gear. On December 19, 2024, staff were notified of a successful application in the amount of \$24,691. The funding will support the purchase of 8 additional sets of bunker gear which will include turnout coat and pants.

As a condition of the grant, these funds must be committed to the project by March 31, 2025, and a report back to the Office of the Fire Marshal will be required by December 31, 2025, to outline how the grant was utilized and the benefits(s) seen at the department level.

### **Alternatives:**



**Financial Implications:**

The grant will pay for the purchase of 8 sets of bunker gear. Anything above the approved grant amount of \$24,691 will be absorbed in the 2025 Fire Department operating budget.

**Attachments & Relevant Legislation:**

Ontario Transfer Payment Agreement

**Others Consulted:**

CAO – Sarah Huskinson  
Treasurer – Zoe Bougie

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Reviewed and Approved by:  
Sarah Huskinson, CAO/Clerk

# ONTARIO TRANSFER PAYMENT AGREEMENT

**THE AGREEMENT** is effective as of the

**BETWEEN:**

**His Majesty the King in right of Ontario  
as represented by the enter the full legal title of the Minister**

**(the “Province”)**

**- and -**

**(the “Recipient”)**

## **CONSIDERATION**

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

### **1.0 ENTIRE AGREEMENT**

1.1 Schedules to the Agreement. The following schedules form part of the Agreement:

- Schedule “A” - General Terms and Conditions
- Schedule “B” - Project Specific Information and Additional Provisions
- Schedule “C” - Project
- Schedule “D” - Budget
- Schedule “E” - Payment Plan
- Schedule “F” - Reports.

1.2 Entire Agreement. The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

## **2.0 CONFLICT OR INCONSISTENCY**

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule “A”, the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule “A”; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule “A”, the Additional Provisions will prevail over the provisions in Schedule “A” to the extent of the inconsistency.

## **3.0 COUNTERPARTS**

3.1 The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

## **4.0 AMENDING THE AGREEMENT**

4.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

## **5.0 ACKNOWLEDGEMENT**

5.1 The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) His Majesty the King in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:

- (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
  - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project;
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act; and
- (f) the Province is bound by the *Financial Administration Act* (Ontario) (“FAA”) and, pursuant to subsection 11.3(2) of the FAA, payment by the Province of Funds under the Agreement will be subject to,
  - (i) an appropriation, as that term is defined in subsection 1(1) of the FAA, to which that payment can be charged being available in the Funding Year in which the payment becomes due; or
  - (ii) the payment having been charged to an appropriation for a previous fiscal year.

**SIGNATURE PAGE FOLLOWS**

The Parties have executed the Agreement on the dates set out below.

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO  
as represented by the Office of the Fire Marshal**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Name:** Carrie Clarke

**Title:** Deputy Fire Marshal

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Name:**

**Title:**

I have authority to bind the Recipient

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Name:**

**Title:**

I have authority to bind the Recipient

**SCHEDULE “A”  
GENERAL TERMS AND CONDITIONS**

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**A1.0 INTERPRETATION AND DEFINITIONS**

A1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

**A1.2 Definitions.** In the Agreement, the following terms will have the following meanings:

“**Additional Provisions**” means the terms and conditions set out in Schedule “B”.

“**Agreement**” means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

“**Budget**” means the budget attached to the Agreement as Schedule “D”.

“**Business Day**” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

“**Effective Date**” means the date set out at the top of the Agreement.

“**Event of Default**” has the meaning ascribed to it in section A12.1.

“**Expiry Date**” means the expiry date set out in Schedule “B”.

“**Funding Year**” means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiry Date, whichever is first.

**“Funds”** means the money the Province provides to the Recipient pursuant to the Agreement.

**“Indemnified Parties”** means His Majesty the King in right of Ontario, and includes His ministers, agents, appointees, and employees.

**“Loss”** means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any other part of the Agreement.

**“Maximum Funds”** means the maximum set out in Schedule “B”.

**“Notice”** means any communication given or required to be given pursuant to the Agreement.

**“Notice Period”** means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A12.3(b), and includes any such period or periods of time by which the Province extends that time pursuant to section A12.4.

**“Parties”** means the Province and the Recipient.

**“Party”** means either the Province or the Recipient.

**“Proceeding”** means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

**“Project”** means the undertaking described in Schedule “C”.

**“Records Review”** means any assessment the Province conducts pursuant to section A7.4.

**“Reports”** means the reports described in Schedule “F”.

## **A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

**A2.1 General.** The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

**A2.2 Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and capacity to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

**A2.3 Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;



- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

### **A3.0 TERM OF THE AGREEMENT**

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 or Article A12.0.

### **A4.0 FUNDS AND CARRYING OUT THE PROJECT**

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient with Funds up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule “E”; and
- (c) deposit the Funds into an account the Recipient designates provided that the account:
  - (i) resides at a Canadian financial institution; and
  - (ii) is in the name of the Recipient.

A4.2 **Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof required pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and
- (c) the Province may adjust the amount of Funds it provides to the Recipient for any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.2.

A4.3 **Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has been or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.
- (e) not use funds to cover any cost that has or will be funded by the recipients regular operating or capital budget.

A4.4 **Interest-Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount equal to the interest from any further instalments of Funds;
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

#### **A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.

A5.2 **Disposal.** The Recipient will not, without the Province's prior consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as set out in Schedule "B" at the time of purchase.

## **A6.0 CONFLICT OF INTEREST**

**A6.1 Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

**A6.2 No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
  - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
  - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

## **A7.0 REPORTS, ACCOUNTING, AND REVIEW**

**A7.1 Province Includes.** For the purposes of sections A7.4, A7.5 and A7.6, "Province" includes any auditor or representative the Province may identify.

**A7.2 Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address set out in Schedule "B" :
  - (i) all Reports in accordance with the timelines and content requirements set out in Schedule "F";
  - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;

- (b) ensure that all Reports and other reports are:
  - (i) completed to the satisfaction of the Province; and
  - (ii) signed by an authorized signing officer of the Recipient.

**A7.3 Record Maintenance.** The Recipient will keep and maintain for a period of seven years from their creation:

- (a) all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any comparable accounting standards that apply to the Recipient; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

**A7.4 Records Review.** The Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project;
- (c) the Recipient's allocation and expenditure of the Funds.

**A7.5 Inspection and Removal.** For the purposes of any Records Review, the Province may take one or both of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3;
- (b) remove any copies the Province makes pursuant to section A7.5(a).

**A7.6 Cooperation.** To assist the Province in respect of its rights provided for in section A7.5, the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) assisting the Province to copy records and documents;

- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

A7.7 **No Control of Records.** No provision of the Agreement will be construed to give the Province any control whatsoever over any of the Recipient's records.

A7.8 **Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

## **A8.0 COMMUNICATIONS REQUIREMENTS**

A8.1 **Acknowledge Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual, including public announcements or communications:

- (a) acknowledge the support of the Province for the Project;
- (b) ensure that any acknowledgement is in a form and manner as the Province directs; and
- (c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.
- (d) obtain prior written approval from the Province before using any Government of Ontario or ministry logo or symbol in any communications including press releases, published reports, radio and television programs and public or private meetings, or in any other type of promotional material, relating to the Project or this Agreement.

A8.2 **Notice of Project-Related Communications.** Unless the Province directs the Recipient to do otherwise, the Recipient will provide written notice to the Province a minimum of 14 Business Days' in advance of all Project-related publications, whether written, oral, or visual, including public announcements or communications.

## **A9.0 INDEMNITY**

A9.1 **Indemnify.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the gross negligence or wilful misconduct of the Indemnified Parties.

## **A10.0 INSURANCE**

**A10.1 Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount set out in Schedule “B” per occurrence, which commercial general liability insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient’s obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) at least 30 days’ written notice of cancellation.

**A10.2 Proof of Insurance.** The Recipient will:

- (a) provide to the Province, either:
  - (i) certificates of insurance that confirm the insurance coverage required by section A10.1; or
  - (ii) other proof that confirms the insurance coverage required by section A10.1; and
- (b) in the event of a Proceeding, and upon the Province’s request, the Recipient will provide to the Province a copy of any of the Recipient’s insurance policies that relate to the Project or otherwise to the Agreement, or both.

## **A11.0 TERMINATION ON NOTICE**

**A11.1 Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving 30 days’ Notice to the Recipient.

**A11.2 Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
  - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
  - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

## **A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

**A12.1 Events of Default.** Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
  - (i) carry out the Project;
  - (ii) use or spend Funds; or
  - (iii) provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii);
- (b) the Recipient's operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver;
- (d) the Recipient ceases to operate.

A12.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient the payment of an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) upon giving Notice to the Recipient, terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province.

A12.3 **Opportunity to Remedy.** If, pursuant to section A12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A12.4 **Recipient not Remediating.** If the Province provides the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(b), and:



- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

**A12.5 When Termination Effective.** Termination under Article A12.0 will take effect as provided for in the Notice.

### **A13.0 FUNDS AT THE END OF A FUNDING YEAR**

**A13.1 Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A12.0, if, by the end of a Funding Year, the Recipient has not spent all of the Funds allocated for that Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) **demand from the Recipient payment of the unspent Funds;**
- (b) **adjust the amount of any further instalments of Funds accordingly.**

### **A14.0 FUNDS UPON EXPIRY**

**A14.1 Funds Upon Expiry.** Upon expiry of the Agreement, the Recipient will pay to the Province any Funds remaining in its possession, under its control, or both.

### **A15.0 DEBT DUE AND PAYMENT**

**A15.1 Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the excess Funds.

**A15.2 Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an

amount equal to any Funds or any other amounts owing under the Agreement; or

- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds or any other amounts owing under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

**A15.3 Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

**A15.4 Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address set out in Schedule "B".

**A15.5 Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, His Majesty the King in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by His Majesty the King in right of Ontario.

## **A16.0 NOTICE**

**A16.1 Notice in Writing and Addressed.** Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, courier or fax; and
- (c) addressed to the Province or the Recipient as set out in Schedule "B", or as either Party later designates to the other by Notice.

**A16.2 Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of fax, one Business Day after the Notice is delivered; and
- (c) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

A16.3 **Postal Disruption.** Despite section A16.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, courier or fax.

#### **A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

A17.1 **Consent.** When the Province provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

#### **A18.0 SEVERABILITY OF PROVISIONS**

A18.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

#### **A19.0 WAIVER**

A19.1 **Condonation not a waiver.** Failure or delay by the either Party to exercise any of its rights, powers or remedies under the Agreement will not constitute a waiver of those rights, powers or remedies and the obligations of the Parties with respect to such rights, powers or remedies will continue in full force and effect.

A19.2 **Waiver.** Either Party may waive any of its rights, powers or remedies under the Agreement by providing Notice to the other Party. A waiver will apply only to the specific rights, powers or remedies identified in the Notice and the Party providing the waiver may attach terms and conditions to the waiver.

## **A20.0 INDEPENDENT PARTIES**

A20.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

## **A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

A21.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A21.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's heirs, executors, administrators, successors, and permitted assigns; and
- (b) the successors to His Majesty the King in right of Ontario.

## **A22.0 GOVERNING LAW**

A22.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

## **A23.0 FURTHER ASSURANCES**

A23.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

## **A24.0 JOINT AND SEVERAL LIABILITY**

A24.1 **Joint and Several Liability.** Where the Recipient comprises more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

## **A25.0 RIGHTS AND REMEDIES CUMULATIVE**

A25.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

## **A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

A26.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with His Majesty the King in right of Ontario or one of Her agencies (a “Failure”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

## **A27.0 SURVIVAL**

A27.1 **Survival.** The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, section A5.2, section A7.1, section A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A9.0, section A11.2, section A12.1, sections A12.2(d), (e), (f), (g), (h), (i) and (j), Article A13.0, Article A14.0, Article A15.0, Article A16.0, Article A18.0, section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

## **END OF GENERAL TERMS AND CONDITIONS**

**SCHEDULE "B"**  
**PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS**

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<b>Maximum Funds</b>	\$
<b>Expiry Date</b>	March 31, 2025
<b>Amount for the purposes of section A5.2 (Disposal) of Schedule "A"</b>	\$ 5,000.00
<b>Insurance</b>	\$ 2,000,000
<b>Contact information for the purposes of Notice to the Province</b>	<p><b>Name:</b> Program Development &amp; Analytics Unit, Office of the Fire Marshal, Public Safety Division Ministry of the Solicitor General</p> <p><b>Attention:</b> Katrina Nedeljkovich, Operations Manager</p> <p><b>Address:</b> 2284 Nursery Road, Midhurst, ON, L0L 1N0</p> <p><b>Phone:</b> 705-305-4595</p> <p><b>Email:</b> <a href="mailto:Katrina.nedeljkovich@Ontario.ca">Katrina.nedeljkovich@Ontario.ca</a> / <a href="mailto:OFMGrants@Ontario.ca">OFMGrants@Ontario.ca</a></p>
<b>Contact information for the purposes of Notice to the Recipient</b>	<p><b>Position:</b></p> <p><b>Address:</b></p> <p><b>Fax:</b></p> <p><b>Email:</b></p>
<b>Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement</b>	<p><b>Position:</b></p> <p><b>Address:</b></p> <p><b>Fax:</b></p> <p><b>Email:</b></p>

**Additional Provisions:**

None

## **SCHEDULE “C” PROJECT**

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The Ministry of the Solicitor General, Office of the Fire Marshal received Treasury Board (TB) approval for \$30.0M grant over 3 years in funding to support the municipal fire service in acquiring critical equipment and other needs (health and safety, minor infrastructure and specialized tools) to improve and enhance the level of fire protection service being provided. These approved funds are provided through what is known as the Fire Protection Grant.

Year one of the Fire Protection Grant focuses on firefighter health and safety (specifically cancer prevention measures) and minor infrastructure updates. These themes were chosen based on feedback from fire stakeholders across Ontario about the challenges and risks firefighters face in performing their duties.

The Ministry has identified four categories of eligibility:

- Cancer Prevention – Equipment (such as exhaust extraction systems in the fire station or washing machines for firefighting gear to remove contaminants, etc.)
- Cancer Prevention - Personal Protective Equipment (such as facepieces, balaclavas, etc.)
- Cancer Prevention – Minor Infrastructure (such as showers in the fire station, etc.)
- Technology – Minor Infrastructure (such as bringing internet to fire stations that do not currently have access to improve connectivity and training opportunities, etc.)

The grant application window opened on July 23, 2024 and closed September 5, 2024.

## **SCHEDULE "D"** **BUDGET**

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Funding will be provided to the  
upon execution of this Agreement.

Funding will be provided to the  
explicitly for the purchase of one, or a combination of, the items prescribed within the  
listed summary in Schedule "C". Copies of all invoices and receipts for said items will  
be provided to the Office of The Fire Marshal as part of the Report Back described in  
Schedule "F" that forms part of this agreement.

The funds must be committed to the project as approved by March 31<sup>st</sup>, 2025.  
Subsequently, the funds must be spent by the municipality by the end of Provincial  
Financial Quarter Three (Q3) (December 31, 2025).



## **SCHEDULE “E” PAYMENT PLAN**

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### **E.1 MAXIMUM FUNDS**

The Maximum Funds to be provided by the Province to the Recipient under this Agreement is set out in Schedule “B”.

### **E.2 PAYMENT SCHEDULE**

The Funds will be provided to the Recipient for the Funding Year subject to the Agreement having been signed by the Province.

## **SCHEDULE "F" REPORTS**

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As a condition of the Fire Protection Grant, a report back to the Office of the Fire Marshal must be received by the end of Provincial Financial Quarter, Q3, to outline how the grant was utilized and the benefit(s) seen at the department level.

As part of the report back the municipality will provide copies of all invoices and receipts for the items purchased for the approved project(s) as noted in Schedule C.



## STAFF REPORT TO COUNCIL

Report No: FD 2025-02

January 28, 2025

From: Matthew Roy – Fire Chief

RE: Fleet - Station 3 - Pick-Up - Procurement

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### Recommended Motion:

THAT Council of the Township of North Glengarry receives Staff Report No. FD 2025-02; and

THAT Council approves the purchase of a pick-up truck for Station 3 to an upset limit of \$75,000; and

FURTHER that Council authorizes Staff to single source the purchase of the pick-up from Amherstburg Chevrolet Buick GMC as per Section 21.1 of the Procurement Policy.

### Background / Analysis:

During the 2025 budget deliberations, Council approved the purchase of a 1 ton truck for Station 3 – Maxville in the amount of \$160,000. Staff initiated a search for the specific red 1 ton work pick-up truck from various manufactures and vendors. Vendors are experiencing shortages in fleet pick-ups in the required specifications.

Staff have located a red 2024 Chev 3500 HD Work Truck (base model) from Amherstburg Chevrolet Buick GMC. Should staff undertake a request for tender, the only bidder would be Amherstburg, as they are the only vendor with the pickup with the vehicle specifications which are required. As such, Staff are requesting that Council approve, as per Section 21.1 of the Procurement Policy, single-sourcing the purchase of the pick-up to Amherstburg Chevrolet Buick GMC. Sections 21.1 (a) and (c) are relevant to this report, from the procurement policy:

21.1 Where a Department Head deems it appropriate or in the best interest of the Township to acquire goods or services from a particular source or by negotiation with one or more vendors, the formal purchasing process may be waived by Council under the following conditions:

- a) The good or service is only available from a sole source.
- b) Extension of an existing contract would prove more cost-efficient or beneficial.
- c) When the required item is in short supply due to market conditions.
- d) When it is necessary to ensure compatibility with existing products or to avoid violating

warranty/guarantee requirements when service is provided.

e) When two or more identical bids have been received.

f) When no compliant or viable bids are received in a competitive process.

**Alternatives:**

1. Council approves the single source to Amherstburg Chevrolet Buick GMC for the purchase of the pick-up to the upset amount of \$75,000.
2. Council denies the request and staff undertake a request for tender.

**Financial Implications:**

Council approved the purchase of a pickup truck in the amount of \$160,000 in the 2025 capital fleet budget and this purchase falls within these limits. Staff are requesting single source purchasing of the pick-up from Amherstburg Chevrolet Buick GMC to an upset limit of \$75,000. The remainder of the budget will be utilized to equip the vehicle with emergency lighting. This item will be funded through long-term debt.

**Attachments & Relevant Legislation:**

Procurement Policy

**Others Consulted:**

Zoe Bougie – Director of Finance/Treasurer

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Reviewed and approved by:  
Sarah Huskinson, CAO/Clerk

**THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY**

**Public Meeting of Planning**

**Minutes**

**December 9, 2024, 5:45 p.m.**

**Council Chamber 3720**

**County Road 34**

**Alexandria, On. K0C 1A0**

PRESENT: Mayor: Jamie MacDonald  
Deputy Mayor: Carma Williams  
Councillor (At Large) - Jacques Massie  
Councillor (Kenyon Ward) - Jeff Manley  
Councillor (Alexandria Ward) - Michael Madden

ALSO PRESENT: CAO/Clerk - Sarah Huskinson  
Director of Building, By-law & Planning - Jacob Rheaume  
Deputy Clerk – Jena Doonan

**1. DISCLOSURE OF CONFLICT OF INTEREST**

- Mayor Jamie MacDonald disclosed a conflict of interest as the property owner is a client of his. Mayor MacDonald removed himself and appointed Deputy Mayor Williams to preside over Section 4a

**2. ACCEPT THE AGENDA (Additions/Deletions)**

**Resolution No. 1**

**Moved By:** Jeff Manley

**Seconded By:** Michael Madden

**THAT** the Council of the Township of North Glengarry accepts the Public Meeting of Planning Agenda of **Monday December 9, 2024.**

**Carried**

**3. RATIFY MINUTES**

**Resolution No. 2**

**Moved By:** Michael Madden

**Seconded By:** Jeff Manley

**THAT** the Council of the Township of North Glengarry accepts the minutes of the Public Meeting of Planning of Monday October 28, 2024.

**Carried**

**4. ZONING AMENDMENTS**

**4.a Z-09-2024**

**Owner:** La Gantoise Inc.

**Location:** 20522 Lochiel Road (County Road 21) Alexandria

**Purpose of application:** to re-zone both the severed and retained portion subject to Consent Applications B-74-24 Conditions No. 3 & 4 as follows;

To re-zone the retained portion of Consent Applications B-74-24 (106.41 acres) of the

property from General Agricultural (AG) to General Agricultural Special Exception (AG-253) to:

- prohibit residential development and;
- acknowledge the deficiency with the road frontage from the required 200m to the proposed 167m and;

To re-zone the severed portion of Consent Applications B-74-24 (2.29 acres) from General Agricultural (AG) to General Agricultural Special Exception (AG-254) to:

- prohibit agricultural uses.

**VERBAL COMMENTS:** -No written comments were made

**WRITTEN COMMENTS** -No Written comments were made

**The clerk asked three times for comments from the public in attendance and from Council. No comments were made.**

5. **OLD BUSINESS**
6. **NEW BUSINESS**
7. **NOTICE OF MOTION**
8. **ADJOURNMENT**

**Resolution No. 3**

**Moved By:** Jeff Manley

**Seconded By:** Carma Williams

**THERE** being no further business to discuss, the Public Meeting of Planning was adjourned at 5:56 pm.

**Carried**

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CAO/Clerk/Deputy Clerk

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Mayor/Deputy Mayor

**THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY**

**Committee of Adjustment Hearing**

**Monday, September 30, 2024, 5:30 pm**

**Council Chamber**

**3720 County Road 34**

**Alexandria, On. K0C 1A0**

PRESENT: Mayor - Jamie MacDonald  
Deputy Mayor - Carma Williams  
Councillor (At Large) - Jacques Massie  
Councillor (Kenyon Ward) - Jeff Manley  
Councillor (Alexandria Ward) - Michael Madden  
Councillor: Brian Caddell  
Councillor: Gary Martin

ALSO PRESENT: CAO/Clerk - Sarah Huskinson  
Director of Building, By-law & Planning - Jacob Rhéaume  
Deputy Clerk: Jena Doonan

- 1. DISCLOSURE OF CONFLICT INTEREST**
- 2. ACCEPT THE AGENDA (Additions/Deletions)**

**Resolution No. 1**

**Moved By:** Carma Williams

**Seconded By:** Jacques Massie

**THAT** the Council of the Township of North Glengarry accepts the Committee of Adjustment Hearing agenda of Monday, September 30, 2024.

**Carried**

- 3. RATIFY MINUTES**

**Resolution No. 2**

**Moved By:** Jacques Massie

**Seconded By:** Jeff Manley

**THAT** the Council of the Township of North Glengarry accepts the Committee of Adjustment Hearing Minutes of Monday February 26, 2024.

**Carried**

- 4. MINOR VARIANCES**

**MV-04-2024**

Owner: Wendell Toews

**Location:** 18578 Diversion Road, Apple Hill, On, K0C 1B0

**Resolution No. 3**

**Moved By:** Jeff Manley

**Seconded By:** Brian Caddell

**Purpose of application:** To seek relief from the Comprehensive Zoning By-law 39-2000 for a reduction in the lot frontage minimum (on Diversion Road) from the required 45m to the proposed 36.575m for a new 1.7 acres property being Part 1 as the retained portion of Consent Application No.: B-52-24.

**The clerk asked 3 times for comments from the public in attendance and from members of Council.**

**No comments were received.**

It is the recommendation of the Planning Department that the Committee of Adjustment approve Minor Variance application **MV-04-2024** as submitted.

**Carried**

**MV-05-2024**

Owner: Wendell Toews

**Location:** 18578 Diversion Road, Apple Hill, On, K0C 1B0

**Resolution No. 4**

**Moved By:** Jeff Manley

**Seconded By:** Brian Caddell

**Purpose of application:** o seek relief from the Comprehensive Zoning By-law 39-2000 for a reduction in the lot frontage minimum (on Diversion Road) from the required 45m to the proposed 36.575m for a new 1.7 acres property being Part 2 as the severed portion of Consent Application No.: B-52-24..

**The clerk asked 3 times for comments from the public in attendance and from members of Council.**

**No comments were received.**

It is the recommendation of the Planning Department that the Committee of Adjustment approve Minor Variance application **MV-05-2024** as submitted.

**Carried**

**5. OLD BUSINESS**

**6. NEW BUSINESS**

**7. NOTICE OF MOTION**

**8. ADJOURNMENT**

**Resolution No. 5**

**Moved By:** Brian Caddell

**Seconded By:** Gary Martin

**THERE** being no further business to discuss the Committee of Adjustment Hearing was adjourned at 5:39 pm.

**Carried**

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CAO/Clerk/Deputy Clerk

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Mayor/Deputy Mayor





## MEMORANDUM

**To:** Township of North Glengarry Council, CAO, and Clerk  
**From:** Lisa Van De Ligt, Team Lead, Communications and Stewardship  
**Date:** January 10, 2025  
**Subject:** RRCA Board of Directors meeting highlights (January 9, 2025)

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The Raisin Region Conservation Authority (RRCA) Board of Directors consists of eight representatives from the RRCA's five 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 five member municipalities are sent meeting highlights and the date of the next meeting. The RRCA Board meets monthly (except for July, August, and December, unless a special meeting is called).

### **January 9, 2025 RRCA Board of Directors Meeting Highlights:**

- Approved minutes from the November 28, 2024 meeting can be found at <http://www.rrca.on.ca/Governance>.
- Annual Chair and Vice-Chair elections took place:
  - RRCA Chair: Bryan McGillis, Mayor for the Township of South Stormont, was acclaimed and re-elected as the Chair.
  - RRCA Vice-Chair: Jacques Massie, Councillor at Large for the Township of North Glengarry, was acclaimed and re-elected as the Vice-Chair.
- Board adopted the 2025 RRCA Operating and Capital Budgets, which can be found on the RRCA website at <http://www.rrca.on.ca/Governance>.
- Board directed staff to begin the RRCA Strategic Plan update process to take place throughout 2025. Municipalities, partners, and the public will be consulted and engaged.
- Board received an update on the province's direction to conservation authorities regarding planning, development, and permitting fees. The RRCA's fee schedules were updated accordingly and circulated to member municipalities in December 2024.
- Board received an update on the RRCA's tree planting services.
- Board approved the submission of seven funding applications for summer youth employment, Conservation Area enhancements and management, riparian plantings, annual tree giveaways, and outreach.
- Board received an update on the annual World Wetlands Day celebration taking place on February 1, 2025 from 10 a.m. to 2 p.m. at Cooper Marsh Conservation Area. Everyone is welcome. This event is co-hosted by the RRCA and Mohawk Council of Akwesasne. Additional information can be found at: <https://rrca.on.ca/events>.

**Next RRCA Board meeting date: February 6, 2025 at 9:00 a.m.**



## MEMORANDUM

**To:** Township of North Glengarry Council, CAO and Clerk  
**From:** Lisa Van De Ligt, Team Lead, Communications and Stewardship  
**Date:** January 17, 2025  
**Subject:** Forestry Initiatives Update

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The Raisin Region Conservation Authority (RRCA) is looking forward to planting 65,000 trees on private and public properties in 2025, adding to the 1.3 million trees planted through the RRCA since 1994 within its watershed jurisdiction in the City of Cornwall and Townships of South Glengarry, North Glengarry, South Stormont, and North Stormont. Below is an update on the RRCA's various forestry programs and services:

### Full-Service Tree Planting

The RRCA offers tree planting services to property owners, including municipalities, with land that can accommodate over 500 trees. Property owners may be eligible for considerable subsidies thanks to RRCA's partnerships with Forests Canada, ALUS Ontario East, and others. The program includes consultation, site preparation, seedling purchase and planting, and follow-up assessments. More information can be found at [rrca.on.ca/stewardship](http://rrca.on.ca/stewardship).

### Over-the-Counter Tree Sales

For smaller projects, the RRCA offers native tree and shrub sales to the community. An online order form at [rrca.on.ca/trees](http://rrca.on.ca/trees) allows property owners to choose from select species before picking up their seedlings in the spring at Gray's Creek Conservation Area. Orders are currently being accepted until March 31, 2025.

### Annual Tree Giveaways

This spring, thanks to fundraising efforts, the RRCA will provide up to 5,000 free trees to residents in its jurisdiction during the RRCA's 26<sup>th</sup> annual Tree Giveaway. The RRCA and South Nation Conservation have partnered once again for their annual Tree Giveaway in your municipality. There are 500 seedlings currently reserved to distribute to North Glengarry residents this spring. **Should the Township be interested in financially contributing to this initiative to increase the total trees to distribute to its residents, contact Lisa Van De Ligt by February 1, 2025, at [Lisa.VanDeLigt@rrca.on.ca](mailto:Lisa.VanDeLigt@rrca.on.ca) or (613) 938-3611 ext. 223.**

**THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY**

**BY-LAW 03-2025  
FOR THE YEAR 2025**

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

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

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

**THEREFORE**, the Council of the Corporation of the Township of North Glengarry enacts as follows:

1. **THAT** the action of the Council at its regular meeting on Monday January 28, 2025 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 North 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 28th day of January 2025.

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**CAO/Clerk / Deputy Clerk**

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**Mayor / Deputy Mayor**

I, hereby certify that the forgoing is a true copy of By-Law No. 03-2024, duly adopted by the Council of the Township of North Glengarry on the 28th day of January 2025

\_\_\_\_\_  
**Certified CAO/Clerk / Deputy Clerk**

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**Date**