

THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY

Regular Meeting of Council

**Monday May 27, 2019 at 7:00 p.m. – Council Chambers
102 Derby Street West, Alexandria, Ontario K0C 1A0**

Draft Agenda

THE MEETING WILL OPEN WITH THE CANADIAN NATIONAL ANTHEM

1. CALL TO ORDER
2. DECLARATIONS OF PECUNIARY INTEREST
3. ACCEPT THE AGENDA (Additions/Deletions) (Jacques)
4. ADOPTION OF PREVIOUS MINUTES (Carma)
 - a) Special Meeting of Council – May 13, 2019
 - b) Regular Meeting of Council – May 13, 2019
 - c) Committee of the Whole Meeting – May 22, 2019

5. DELEGATION(S)

6. STAFF REPORTS

CAO/Clerk's Department

- a) By-law 20-2019 – Purchase of 28 Kenyon St E (Johanne)

Treasury Department

- b) Supplemental Unemployment Benefit Plan (SUB) (Brenda)

Planning/Building & By-law Enforcement Department

- c) By-law 18-2019 – Poundkeeper (Jeff)
- d) By-law 19-2019 – Clean Yard by-law (Michel)

Public Works Department

- e) Maxville Water Project Additional Works (Carma)

7. UNFINISHED BUSINESS

8. CONSENT AGENDA (Johanne)

CAO/Clerk 2019 Workplan
Community Services 2019 Workplan
Treasurer 2019 Workplan
Planning/Building & By-law Enforcement 2019 Workplan
Fire 2019 Workplan
Public Works 2019 Workplan
Public Meeting Minutes – February 11, 2019
Planning Committee Minutes – February 11, 2019

9. NEW BUSINESS

10. NOTICE OF MOTION

Next Regular Public Meeting of Council
Monday June 10, 2019 at 7:00 p.m. at the Centre Sandfield Centre, 102 Derby Street West,
Alexandria, Ontario.

Note: Meeting are subject to change or cancellation.

11. **QUESTION PERIOD** (limit of one question per person and subsequent question will be at the discretion of the Mayor/Chair).

12. **CLOSED SESSION BUSINESS**

Identifiable Individual (as this matter deals with personal matters about an identifiable individual, including municipal or local board employees they may be discussed in closed session under sections 239 (2)(b) of the *Ontario Municipal Act*);

Potential Litigation (as this matter deals with litigation or potential litigation, including matters before administrative tribunals affecting the municipality or local board they may be discussed in closed session under sections 239 (2)(e) of the *Ontario Municipal Act*);

And adopt the minutes of the Municipal Council Closed Session meeting of May 13, 2019.

13. **CONFIRMING BY-LAW**

a) By-law 21-2019 (Jeff)

14. **ADJOURN** (Michel)

Section 1

CALL TO ORDER

Section 2

DECLARATIONS OF PECUNIARY INTEREST

Section 3

ACCEPT THE AGENDA

**CORPORATION OF
THE
TOWNSHIP OF NORTH GLENGARRY**

RESOLUTION # _____

DATE: May 27, 2019

MOVED BY: _____

SECONDED BY: _____

THAT the Council of the Township of North Glengarry accepts the agenda of the Regular Meeting of Council on Monday May 27, 2019.

Carried

Defeated

Deferred

MAYOR / DEPUTY MAYOR

YEA

NEA

Deputy Mayor: Carma Williams

Councillor: Jacques Massie

Councillor: Brenda Noble

Councillor: Jeff Manley

Councillor: Michel Depratto

Councillor: Johanne Wensink

Mayor: Jamie MacDonald

Section 3

Section 4

ADOPTION OF PREVIOUS MINUTES

**CORPORATION OF
THE
TOWNSHIP OF NORTH GLENGARRY**

RESOLUTION # _____

DATE: May 27, 2019

MOVED BY: _____

SECONDED BY: _____

THAT the minutes of the following meetings be adopted as circulated.

Special Meeting of Council – May 13, 2019
Regular Meeting of Council – May 13, 2019
Committee of the Whole Meeting – May 22, 2019

Carried

Defeated

Deferred

MAYOR / DEPUTY MAYOR

YEA

NEA

Deputy Mayor: Carma Williams

Councillor: Jacques Massie

Councillor: Brenda Noble

Councillor: Jeff Manley

Councillor: Michel Depratto

Councillor: Johanne Wensink

Mayor: Jamie MacDonald

Section 4

THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY

SPECIAL MEETING OF COUNCIL

**Monday May 13, 2019 at 5:00 p.m. – Council Chambers
102 Derby Street West, Alexandria, On K0C 1A0**

A Special meeting of the Municipal Council was held on May 13, 2019 at 5:00 p.m., with Mayor Jamie MacDonald presiding.

PRESENT: **Deputy Mayor** – Carma Williams
Councillor at Large – Jacques Massie
Councillor (Lochiel Ward) – Brenda Noble
Councillor (Kenyon Ward) – Jeff Manley
Councillor (Alexandria Ward) – Michel Depratto
Councillor (Maxville Ward) – Johanne Wensink

ALSO PRESENT: **CAO/Clerk** - Sarah Huskinson
Interim Director of Public Works – Dave Malcolm
Director of Transportation – Roch Lajoie
SD&G Counties – Ben de Haan

1. CALL TO ORDER
2. DECLARATIONS OF PECUNIARY INTEREST
3. ACCEPT THE AGENDA (Additions/Deletions)

Resolution No. 1

Moved by: Jacques Massie

Seconded by: Jeff Manley

That the Council of the Township of North Glengarry accepts the agenda of the Special Meeting of Council on Monday May 13, 2019.

Carried

4. ADOPTION OF PREVIOUS MINUTES
5. DELEGATIONS
6. STAFF REPORTS
7. UNFINISHED BUSINESS
8. CONSENT AGENDA
9. NEW BUSINESS
10. NOTICE OF MOTION – Next Meeting of Council, May 27, 2019
11. QUESTION PERIOD

12. CLOSED SESSION BUSINESS

Resolution No. 2

Moved by: Jeff Manley

Seconded by: Jacques Massie

Proceed "In Closed Session",

Personal matter (as this matter deals with personal matters about an identifiable individual, including municipal or local board employees they may be discussed in closed session under sections 239 (2)(b) of the *Ontario Municipal Act*);

Carried

Resolution No. 3

Moved by: Johanne Wensink

Seconded by: Jeff Manley

That we return to the Special Meeting of Council at 6:38 p.m.

Carried

13. CONFIRMING BY-LAW

14. ADJOURN

Resolution No. 4

Moved by: Michel Depratto

Seconded by: Carma Williams

There being no further business to discuss, the meeting was adjourned at 6:39 p.m.

Carried

CAO/Clerk/ Deputy Clerk

Mayor / Deputy Mayor

THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY

REGULAR MEETING OF COUNCIL

**Monday May 13, 2019 at 7:00 p.m. – Council Chambers
102 Derby Street West, Alexandria, On K0C 1A0**

A Regular meeting of the Municipal Council was held on May 13, 2019 at 7:00 p.m., with Mayor Jamie MacDonald presiding.

PRESENT: **Deputy Mayor** – Carma Williams
Councillor at Large – Jacques Massie
Councillor (Lochiel Ward) – Brenda Noble
Councillor (Kenyon Ward) – Jeff Manley
Councillor (Alexandria Ward) – Michel Depratto
Councillor (Maxville Ward) – Johanne Wensink

ALSO PRESENT: **CAO/Clerk** - Sarah Huskinson
Deputy Clerk – Lise Lavigne
Director of Community Services – Anne Leduc
Acting Public Works Manager – Dave Malcolm
Planner – Kasia Olszewska

1. **CALL TO ORDER**
2. **DECLARATIONS OF PECUNIARY INTEREST**
3. **ACCEPT THE AGENDA (Additions/Deletions)**

Resolution No. 1

Moved by: Jacques Massie

Seconded by: Jeff Manley

That the Council of the Township of North Glengarry accepts the agenda of the Regular Meeting of Council on Monday May 13, 2019 as amended.

Carried

Additions to the Agenda

- 5a **OPP – update**
- 6h **Award Tender for Tandem Truck C/W Box & Plow Harness**

4. **ADOPTION OF PREVIOUS MINUTES**

Resolution No. 2

Moved by: Carma Williams

Seconded by: Michel Depratto

THAT the minutes of the following meeting be adopted as circulated.

Regular Meeting of Council – April 23, 2019

Carried

5. DELEGATIONS

a) OPP update

Constable Malcolm MacPherson provided relevant statistics to Council from the OPP detachment.

6. STAFF REPORTS

CAO/Clerk's Department

a) Violence and Harassment Policy

Resolution No. 3

Moved by: Brenda Noble

Seconded by: Michel Depratto

THAT the Council of the Township of North Glengarry receives Staff Report No. AD-2019-09;

And THAT the Council of the Township of North Glengarry approves the Workplace Violence and Harassment Policy.

Carried

b) Letter of Support South Nation

Resolution No. 4

Moved by: Johanne Wensink

Seconded by: Jeff Manley

THAT the Council of the Township of North Glengarry receives Staff Report No. AD-2019-10;

And THAT the Council of the Township of North Glengarry directs staff to send letters of support to the Provincial Government in response to the April 5th Ministry of Environment, Conservation and Parks postings 013-5018 and 013-4992.

Carried

Community Services Department

c) CIP - 17 Main St North., Alexandria

Resolution No. 5

Moved by: Jeff Manley

Seconded by: Johanne Wensink

THAT the Council for the Township of North Glengarry receives Staff Report No. CS-2019-14; and

THAT Council approves Program C – Commercial Awning Grant, representing a matching grant of 50% up to a maximum of \$2,500 for the property located at 17 Main St North in Alexandria.

Carried

d) Key information report – Outdoor Exercise Equipment

Resolution No. 6

Moved by: Michel Depratto

Seconded by: Brenda Noble

That the Council of the Township of North Glengarry receives the Key Information Report No. CS-2019-14 – Outdoor Exercise Equipment for information purposes only.

Carried

Planning/Building & By-law Enforcement Department

e) Zoning Amendment By-law Z-03-2019

Resolution No. 7

Moved by: Johanne Wensink

Seconded by: Jeff Manley

THAT the Council of the Township of North Glengarry adopt the Zoning Amendment by-law Z-03-2019; and

That By-law Z-03-2019 be read a first, second, third time and enacted in Open Council this 13 day of May, 2019.

Carried

Public Works Department

f) Award Tender for 2 Pickup Trucks

Resolution No. 8

Moved by: Carma Williams

Seconded by: Michel Depratto

That the Council of the Township of North Glengarry authorizes the Interim Director of Public Works to execute the purchase of two model year 2019 half-ton Chevrolet Silverado pickup trucks from Laplante for a total amount of \$72,035.82 excluding HST.

Carried

g) Award Tender for Aggregate

Resolution No. 9

Moved by: Brenda Noble

Seconded by: Michel Depratto

That the Council of the Township of North Glengarry authorizes the Mayor and CAO/Clerk to enter into an agreement with Coco Paving for gravel road resurfacing in the amount of \$10.95/tonne.

Carried

h) Award Tender for Tandem Truck C/W Box & Plow Harness

Resolution No. 10

Moved by: Jeff Manley

Seconded by: Johanne Wensink

That the Council of the Township of North Glengarry authorizes the Interim Director of Public Works to execute the purchase of a tandem truck complete with box and plow harness, including

the provisional item of a rear grader plow, from Équipements Lourds Papineau Inc. for a total amount of \$273,565.01 excluding HST.

Carried

7. UNFINISHED BUSINESS

8. CONSENT AGENDA

- a) Arts, Culture & Heritage Committee Minutes – March 4, 2019
- b) Community Development Committee Minutes – March 27, 2019
- c) Arts, Culture & Heritage Committee Minutes – April 2, 2019
- d) Community Development Committee Minutes – April 24, 2019

Resolution No. 11

Moved by: Michel Depratto

Seconded by: Brenda Noble

THAT the Council of the Township of North Glengarry receives the Community Development Committee Minutes and the Arts, Culture & Heritages Committee Minutes from the consent agenda for information purposes only.

Carried

9. NEW BUSINESS

10. NOTICE OF MOTION –Next Meeting of Council, May 27, 2019

11. QUESTION PERIOD

12. CLOSED SESSION BUSINESS

13. CONFIRMING BY-LAW

- a) **By-law 17-2019**

Resolution No. 12

Moved by: Jeff Manley

Seconded by: Johanne Wensink

That the Council of the Township of North Glengarry receive By-law 17-2019; and

That Council adopt by-law 17-2019 being a by-law to adopt, confirm and ratify matters dealt with by Resolution and that By-law 17-2019 be read a first, second, third time and enacted in Open Council this 13 day of May, 2019.

Carried

14. ADJOURN

Resolution No. 13

Moved by: Jacques Massie

Seconded by: Jeff Manley

There being no further business to discuss, the meeting was adjourned at 7:25 p.m.

Carried

THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY

Committee of the Whole Meeting

**Wednesday May 22, 2019 at 3:00 p.m. – Council Chambers
102 Derby Street West, Alexandria, On K0C 1A0**

A Committee of the Whole Meeting was held on May 22, 2019 at 3:00 p.m., with Mayor Jamie MacDonald presiding.

PRESENT: **Deputy Mayor** - Carma Williams
Councillor (Lochiel Ward) – Brenda Noble
Councillor (Kenyon Ward) – Jeff Manley
Councillor (Alexandria Ward) – Michel Depratto
Councillor (Maxville Ward) – Johanne Wensink (arrived at 3:46 pm)

ALSO PRESENT: **CAO/Clerk** - Sarah Huskinson
Deputy Clerk – Lise Lavigne
Treasurer/Finance Director – Kimberley Champigny
Director of Community Services – Anne Leduc
North Glengarry Fire Chief – Patrick Gauthier
Building/Planning & By-law Manager – Jacob Rhéaume
Acting Public Works Manager – Dave Malcolm

REGRETS: **Councillor at Large** – Jacques Massie

1. **CALL TO ORDER**
2. **DECLARATIONS OF PECUNIARY INTEREST**
3. **ACCEPT THE AGENDA (Additions/Deletions)**

Resolution No. 1

Moved by: Carma Williams

Seconded by: Michel Depratto

The Committee Members accepts the agenda of the Committee of the Whole on Wednesday May 22, 2019.

Carried

4. **DELEGATIONS**

- a) **MPAC – Joyce Gravelle**

Joyce Gravelle from MPAC presented to Council the role in the Property Assessment and Taxation System.

5. STAFF REPORTS

CAO/Clerk's Department

a) CAO/Clerk 2019 Workplan

Resolution No. 2

Moved by: Brenda Noble

Seconded by: Michel Depratto

THAT the Committee of the Whole receives Staff Report No. AD-2019-11 – CAO/Clerk 2019 Workplan.

Carried

Community Services Department

b) Community Services 2019 Workplan

Resolution No. 3

Moved by: Jeff Manley

Seconded by: Brenda Noble

THAT the Committee of the Whole receives Staff Report No. COTW CS-2019-07 – Director of Community Services 2019 Workplan.

Carried

Treasury Department

c) Supplemental Unemployment Benefit Plan (SUB)

Resolution No. 4

Moved by: Michel Depratto

Seconded by: Brenda Noble

That the Committee of the Whole receives Staff Report No. COWTR-2019-18; and

That the Committee of the Whole recommends that Council adopts the Supplemental Unemployment Benefit Plan for the period of June 28, 2019 to June 27, 2024.

Carried

d) Treasury 2019 Workplan

Resolution No. 5

Moved by: Jeff Manley

Seconded by: Michel Depratto

THAT the Committee of the Whole receives Staff Report No. COW TR2019-19 – the Director of Finance/Treasurer 2019 Workplan.

Carried

Planning/Building & By-law Enforcement Department

e) By-law 18-2019 – Poundkeeper

Resolution No. 6

Moved by: Carma Williams

Seconded by: Michel Depratto

THAT the Committee of the Whole receives Staff Report No. BP-2019-09 to bring forward a By-law to appoint a Poundkeeper, establish the duties of the Poundkeeper and recovery of costs for service.

Carried

f) By-law 19-2019 – Clean Yard by-law

Resolution No. 7

Moved by: Jeff Manley

Seconded by: Brenda Noble

THAT the Committee of the Whole receives Staff Report No. BP-2019-08 to bring forward a By-law to provide for the maintenance of land in a clean and clear condition.

Carried

g) Planning/Building & By-law Enforcement 2019 Workplan

Resolution No. 8

Moved by: Brenda Noble

Seconded by: Michel Depratto

THAT the Committee of the Whole receives Staff Report No. BP-2019-07 – Chief Building Official 2019 Workplan.

Carried

Fire Department

h) Fire 2019 Workplan

Resolution No. 9

Moved by: Jeff Manley

Seconded by: Brenda Noble

THAT the Committee of the Whole receives Staff Report No. FS-COW-2019-03 – Fire Department 2019 Workplan.

Carried

Public Works Department

i) Public Works 2019 Workplan

Resolution No. 10

Moved by: Michel Depratto

Seconded by: Brenda Noble

THAT the Committee of the Whole receives Verbal Staff Report – Public Works Department 2019 Workplan.

Carried

6. UNFINISHED BUSINESS

7. OTHER BUSINESS

8. MATTERS ARISING FROM STANDING COMMITTEES

9. NOTICE OF MOTION – Next Committee of the Whole Meeting, June 19, 2019

10. ADJOURNMENT

Resolution No. 13

Moved by: Brenda Noble

Seconded by: Michel Depratto

There being no further business to discuss, the meeting was adjourned at 4:25 p.m.

Carried

CAO/Clerk/ Deputy Clerk

Mayor – Jamie MacDonald

Section 5

DELEGATIONS

Section 6

STAFF REPORTS

**CORPORATION OF
THE
TOWNSHIP OF NORTH GLENGARRY**

RESOLUTION # _____

DATE: May 27, 2019

MOVED BY: _____

SECONDED BY: _____

THAT the Council of the Township of North Glengarry receives Staff Report No. AD-2019-12;

And THAT the Council of the Township of North Glengarry authorizes the Mayor and Clerk to enter into an offer to sell agreement of purchase and sale with The Alexandria Columbus Club Incorporated.

AND THAT Council adopt by-law 20-2019, being a by-law to sell/ agreement of purchase and sale with The Alexandria Columbus Club Incorporated in partnership with The Township of South Glengarry for the property having the municipal address 28 Kenyon Street East, Alexandria in the Township of North Glengarry;

AND THAT by-law 20-2019 be read a first, second and third time and enacted in Open Council this 27th day of May, 2019.

Carried

Defeated

Deferred

MAYOR / DEPUTY MAYOR

Deputy Mayor: Carma Williams

Councillor: Jacques Massie

Councillor: Brenda Noble

Councillor: Jeff Manley

Councillor: Michel Depratto

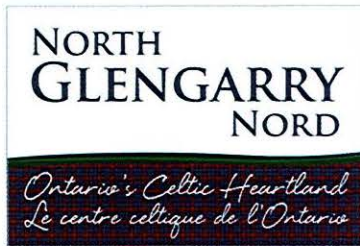
Councillor: Johanne Wensink

Mayor: Jamie MacDonald

YEA

NEA

Section 6 Item a



STAFF REPORT TO COUNCIL

Report No: AD-2019-12

May 27, 2019

From: Sarah Huskinson – Chief Administrative Officer/ Clerk

RE: Purchase of 28 Kenyon Street

Recommended Motion:

THAT the Council of the Township of North Glengarry receives Staff Report No. AD-2019-12;

And THAT the Council of the Township of North Glengarry authorizes the Mayor and Clerk to enter into an offer to sell agreement of purchase and sale with The Alexandria Columbus Club Incorporated.

AND THAT Council adopt by-law 20-2019, being a by-law to sell/ agreement of purchase and sale with The Alexandria Columbus Club Incorporated in partnership with The Township of South Glengarry for the property having the municipal address 28 Kenyon Street East, Alexandria in the Township of North Glengarry;

AND THAT by-law 20-2019 be read a first, second and third time and enacted in Open Council this 27th day of May, 2019.

Background / Analysis:

Council approved the purchase of the building located at 28 Kenyon Street in Alexandria following an in-camera meeting the Glengarry County Archives in partnership with the Township of South Glengarry. The purchase and sale agreement for the building must now be adopted by by-law and authorization given to the Mayor and Clerk to sign the agreement.

Alternatives:

Option 1: THAT Council adopt by-law 20-2019, being a by-law to sell/ agreement of purchase and sale with The Alexandria Columbus Club Incorporated in partnership with The Township of South Glengarry for the property having the municipal address 28 Kenyon Street East, Alexandria in the Township of North Glengarry.

Option 2: THAT Council not adopt by-law 20-2019.

Financial Implications:

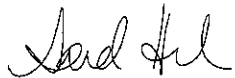
Council approved on April 23, 2019 a \$70,000 contribution from the working fund reserve towards this project.

Attachments & Relevant Legislation:

By-law

Others Consulted:

None.



Sarah Huskinson
Chief Administrative Officer/ Clerk

THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY

BY-LAW NO. 20-2019

BEING a by-law to enter into an offer to sell/ agreement of purchase and sale with The Alexandria Columbus Club Incorporated in partnership with The Township of South Glengarry for the property having the municipal address 28 Kenyon Street East, Alexandria in the Township of North Glengarry.

WHEREAS under Section 9 of the Municipal Act 2001, as amended, a municipality has the capacity, rights, powers, and privileges of a natural person for the purpose of exercising its authority under this or any Act;

AND WHEREAS Section 10(2), 7 authorizes a single-tier Municipality to pass a by-law for services or things that the municipality considers necessary or desirable for the public;

AND WHEREAS the Council of The Corporation of the Township of North Glengarry wishes to enter into an Agreement to purchase property having the municipal address of 28 Kenyon Street East, Alexandria in partnership with The Township of South Glengarry from The Alexandria Columbus Club;

NOW THEREFORE BE IT ENACTED BY THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY AS FOLLOWS:

1. **THAT** the Mayor and Clerk are hereby authorized and directed to enter into an Agreement with The Alexandria Columbus Club Incorporated, and sign on behalf of the Township of North Glengarry.
2. **THAT** the Offer to Sell Agreement of Purchase and Sale attached hereto as Schedule A is part of this by-law.
3. **THAT** this by-law shall come into force at this time of passing.

READ a first, second, third time and enacted in Open council this 27th day of May, 2019

Clerk/Deputy Clerk

Mayor

I hereby certify this to be a true copy of By-law 20-2019, and that such by-law is in full force and effect.

Date Certified

Clerk/Deputy Clerk

**OFFER TO SELL
AGREEMENT OF PURCHASE AND SALE**

THE ALEXANDRIA COLUMBUS CLUB INCORPORATED

as **VENDOR**

offers/agrees to sell to

THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY and

THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY as **PURCHASER**

the following **REAL PROPERTY**:

Part of the property having municipal address 28 Kenyon Street East Alexandria in the Township of North Glengarry, having a frontage of approximately 149.69 feet on Kenyon Street and having a backing of approximately 43.02 feet on Center Street (formerly known as Catherine Street). This irregularly formed property is approximately 286 feet in depth at its west end and approximately 136 feet in depth at its east end; it is understood that there is an exception to the currently owned property as there has been an application for severance of the western portion of the property for a proposed lot addition in favour of the Michael Madden and Christina Peeters' property known as 16 Kenyon Street East. **The excluded portion extends to most of Part 2 on Plan 14R1331, and also extends northerly approximately 58.86 feet and westerly approximately 65.25 feet, and is in line with the width of the lot known as 16 Kenyon Street. See schedule A attached and Schedule B is a copy of plan 14R-1331**

the **PROPERTY**

PURCHASE PRICE: ONE HUNDRED AND FORTY THOUSAND (\$140,000.00) Dollars

DEPOSIT: By May 8, 2019 Purchaser shall submit TWENTY FIVE THOUSAND (\$25,000.00) Dollars by a negotiable cheque payable to the vendor's solicitors Société Professionnelle Lefebvre Professional Corporation to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. Purchaser agrees to pay the balance as follows:

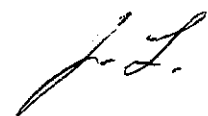
Purchaser agrees to pay the balance of the Purchase price subject to usual adjustments, in cash or by certified cheque, to the Vendor's solicitors on completion of this transaction.

The property is being offered for sale in an "AS IS-WHERE IS" condition and the Vendor shall not be required to provide any building location survey nor shall it be required to produce any newer reference plan for the property.

It is a condition precedent of this agreement that this transaction be approved by the Councils of both acquiring municipalities, respectively, by way of resolution by April 30, 2019 in failure of which this agreement shall be null and void and the \$25,000.00 deposit shall be refunded to the Purchaser without deduction or defalcation whatsoever and this agreement shall thereupon be at an end.



1. **IRREVOCABILITY:** This Offer shall be irrevocable by the Purchaser until 11:59 A.M. on the 15th day of February, 2019 after which time, if it is not accepted, this Offer shall be null and void.
2. **COMPLETION DATE:** This Agreement shall be completed by no later than 4:00 p.m. on the 2nd day of July, 2019. Upon completion, vacant possession of the property shall be given to the Purchaser.
3. **HST:** If this transaction is subject to H.S.T., the Purchaser shall be liable, shall self-assess and either claim an input tax credit or remit to the appropriate governmental authority all HST which is payable under the Act in connection with the transfer of property all in accordance with the Act and shall also submit a HST filing form within the time frame specified by the Act following the closing of this transaction; the Purchaser shall indemnify and save harmless the Vendor from and against any and all HST, penalties, costs and/or interest which may become payable by or assessed against the Vendor as a result of any failure by the Purchaser to comply with the provisions of Excise Tax Act. The purchaser acknowledges and agrees that the foregoing indemnity shall survive and not merge upon closing of this transaction.
4. **TITLE SEARCH:** Purchaser shall be allowed until June 3, 2019 to examine the title to the property at their own expense to satisfy themselves that there are no outstanding work orders or deficiency notices affecting the property, that its present use (commercial) may be lawfully continued. Vendor hereby consents to the municipality or other governmental agencies releasing to Purchaser details of all outstanding work orders affecting the property and Vendor agrees to execute and deliver such further authorizations in this regard as Purchaser may reasonably require.
5. **FUTURE USE:** Vendor and Purchaser agree that there is no representation or warranty of any kind that the future intended use of the property by Purchaser is or will be lawful except as may be specifically provided for in this Agreement.
6. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants running thereon with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements to the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the present use of the property. If within the specified times any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued or that the principal building may not be insured against risk of fire is made in writing to Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which Purchaser will not waive, this Agreement notwithstanding any



intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Purchaser shall be conclusively deemed to have accepted Vendor's title to the property.

7. **DOCUMENTS AND DISCHARGE:** Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Vendor. If requested by Purchaser, Vendor will deliver any existing sketch or survey of the property within Vendor's control to Purchaser as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Purchaser on completion, is not available in registrable form on completion, Purchaser agrees to accept Vendor's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same on title within a reasonable period of time after completion, provided that on or before completion, Vendor shall provide to Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by Vendor directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
8. **INSPECTION:** Purchaser acknowledges having had the opportunity to inspect the property prior to submitting this Offer and understands that upon acceptance of this Offer there shall be a binding agreement of purchase and sale between Purchaser and Vendor.
9. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Vendor complies with the subdivision control provisions of the Planning Act by completion and Vendor covenants to proceed diligently at Vendor's expense to obtain consent by completion, if necessary.
10. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Vendor, and any Charge/Mortgage to be given back by the Purchaser to Vendor shall be registered at the expense of the Vendor, who shall retain his own solicitor for such and there shall be no expenses payable to the Vendor's solicitor with respect thereto. Registration costs with respect to the mortgage back are the responsibility of the Vendor.
11. **RESIDENCY:** Purchaser shall be credited towards the Purchase Price with the amount, if any, necessary for Purchaser to pay to the Minister of National Revenue to satisfy Purchaser's obligation in respect of tax payable by Vendor under the non-residency provisions of the Income Tax Act by reason of this sale. Purchaser shall not claim such credit if Vendor delivers on completion the prescribed certificate or a statutory declaration that Vendor is not then a non-resident of Canada.



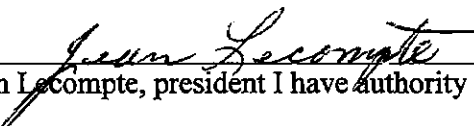
12. **ADJUSTMENTS:** Any rents, mortgage, interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Purchaser.
13. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Vendor and Purchaser or by their respective lawyers who may be specifically authorized in that regard.
14. **TENDER:** Any tender of documents or money hereunder may be made upon Vendor or Purchaser on the day set for completion. Money may be tendered by bank draft or cheque certified by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.
15. **FAMILY LAW ACT:** Vendor warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless Vendor's spouse has executed the consent hereinafter provided.
16. **AGREEMENT IN WRITING:** If there is conflict between any provision written or typed in this Agreement (including any Schedule attached hereto) and any provision in the printed portion hereof, the written or typed provision shall supersede the printed provision to the extent of such conflict. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Purchaser and Vendor. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.
17. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.
18. All parties of this Agreement agree that the reproduction by way of facsimile telecommunications device (fax) will be treated as though such reproduction were executed originals and each party undertakes to provide the other with a copy of the Agreement of Purchase and Sale bearing original signatures within a reasonable period of time after acceptance of such offer.

DATED at the Township of North Glengarry, this 29th day of January, 2019.

IN WITNESS WHEREOF the Vendor has hereunto set its hand and seal.

THE ALEXANDRIA COLUMBUS CLUB INCORPORATED

Per:

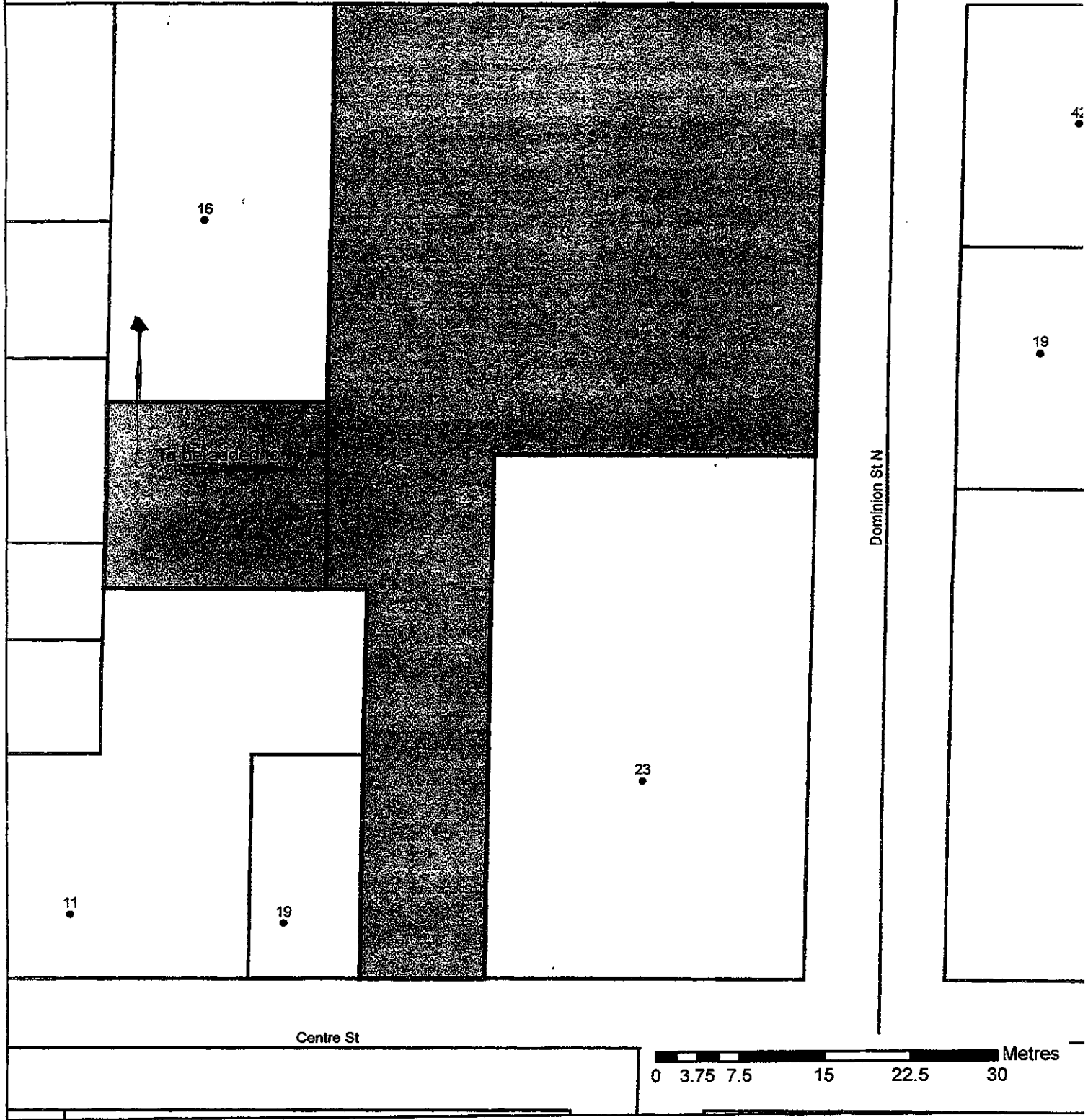

 Jean Lécompte, president I have authority to bind the corporation

Scheme n

Township of North Glengarry

Kenyon St E

Dominion St N

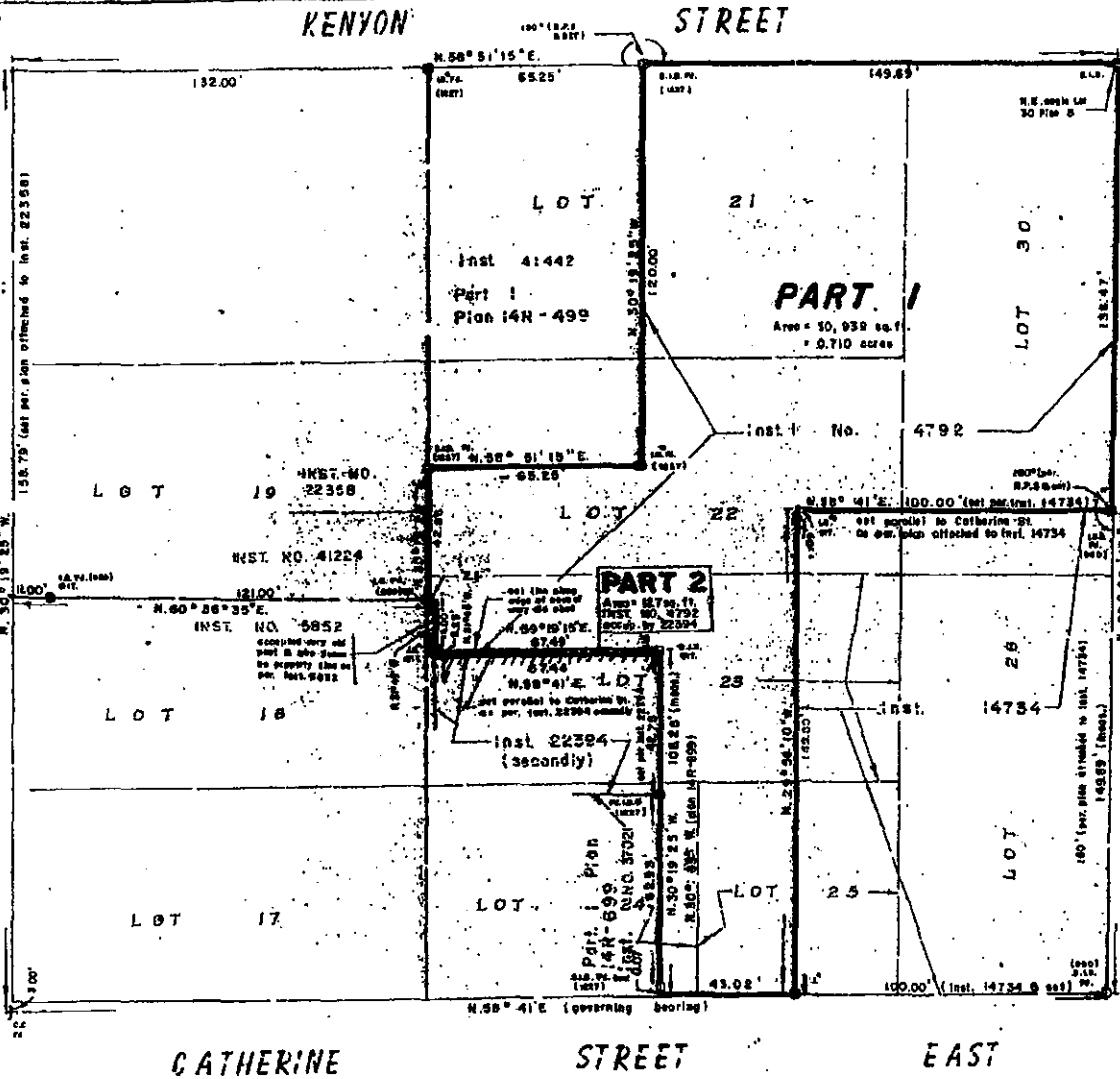


Retained ~ 0.6 acres
Severed ~ 0.08 acres

Application Number: B-80-18



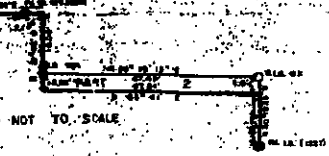
Schedule B



I REQUIRE THIS PLAN TO BE DEPOSITED UNDER PART II OF THE REGISTRY ACT.
 NOVEMBER 7, 1978
 L. E. ROSS
 ONTARIO LAND SURVEYOR

RECEIVED AND DEPOSITED AS
PLAN 14R-499
 NOVEMBER 22, 1978
 B. H. ...
 LAND REGISTRAR FOR THE REGISTRY DIVISION OF GLENGARRY No. 14

Plan of Survey of
PART OF LOTS 21, 22, 23, 24, 25, AND 30
REGISTERED PLAN 5
 South of Kenyon Street
 North of Catherine Street East
 East of Main Street
TOWN OF ALEXANDRIA
COUNTY OF GLENGARRY
 Scale 1" = 30'
 1978



NOT TO SCALE

Bearings were determined from the north line of Catherine Street East as shown on plan 44R-699 the bearing being N. 88° 41' E.

PROPERTY OF LAND
 REGISTRY OFFICE

"CAUTION" THIS PLAN IS NOT A PLAN OF SUBDIVISION WITHIN THE MEANING OF SECTION 29, 32 or 33 OF THE PLANNING ACT

SURVEYOR'S CERTIFICATE
 I hereby certify that:
 1. This survey and plan are correct and in accordance with the Survey Act and the Registry Act and the regulations made thereunder.
 2. The survey was completed on OCT. 30, 1978
 1978
 Oct. 30, 1978
 L. E. ROSS
 Ontario Land Surveyor

LEGEND (where applicable)
 1/2" - DENOTES IRON BAR 1/2" x 1/2"
 3/8" - DENOTES STANDARD IRON BAR
 1/4" - DENOTES SHORT STANDARD IRON BAR 1/4" x 1/2"
 1/2" - DENOTES ROUND IRON BAR 1/2" dia.
 C - DENOTES CUTE CROSS
 R - DENOTES ROCK BAR
 F - DENOTES FOUND
 --- DENOTES FENCE
 WT - DENOTES WITNESS
 NOTE: ALL HANDING LINES HAVE BEEN VERIFIED

L. E. ROSS
 ONTARIO LAND SURVEYOR
 96 WAVERLY ST.
 OTTAWA K2P 0V2
 SCALE: 1" = 30'
 Phone 232-0696 Toll-Free 1-800-267-8311

**CORPORATION OF
THE
TOWNSHIP OF NORTH GLENGARRY**

RESOLUTION # _____

DATE: May 27, 2019

MOVED BY: _____

SECONDED BY: _____

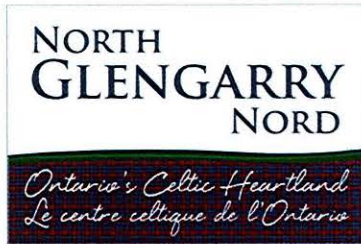
That the Council of the Township of North Glengarry adopts the Supplemental Unemployment Benefit Plan for the period of June 28, 2019 to June 27, 2024.

Carried	Defeated	Deferred
_____	_____	_____

MAYOR / DEPUTY MAYOR

	YEA	NEA
Deputy Mayor: Carma Williams	_____	_____
Councillor: Jacques Massie	_____	_____
Councillor: Brenda Noble	_____	_____
Councillor: Jeff Manley	_____	_____
Councillor: Michel Depratto	_____	_____
Councillor: Johanne Wensink	_____	_____
Mayor: Jamie MacDonald	_____	_____

Section 6 Item b



STAFF REPORT TO COUNCIL

Report No: TR-2019-18

May 27, 2019

From: Kim Champigny, Director of Finance/Treasurer

RE: Supplemental Unemployment Benefit Plan (SUB)

Recommended Motion:

THAT Council of The Township of North Glengarry adopts the Supplemental Unemployment Benefit Plan for the period of June 28, 2019 to June 27, 2024.

Background / Analysis:

In conjunction with Service Canada, every five years there is a review required of the Supplemental Unemployment Benefit Plan. The current plan expires as of June 27th, 2019.

This Plan needs to be adopted by Council and then registered with Service Canada by July 1, 2019.

Attached is the updated version of the plan has the following changes:

- Effective January 1, 2017, the Employment Insurance (EI) waiting period has been reduced from two weeks to one week as per Service Canada. Employers have been granted a four-year transitional period to change this on their registered plan by Jan 2nd, 2021. The new SUB Plan reflects this change.
- Term of the plan has been changed to June 28, 2019 to June 27, 2024.

Alternatives:

Option 1: Adopt the revised SUB Plan.

Option 2: Do not adopt the revised SUB Plan.

Financial Implications:

Any payments to employees made under this plan will be financed by general revenues of the Township of North Glengarry.

Attachments & Relevant Legislation:

Others Consulted:

Rachel Kitchen, Deputy Treasurer



Reviewed and Approved by:
Sarah Huskinson, CAO/Clerk

SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN
(SUB Plan)

1. The following group of employees are covered by the Plan:
 - All full-time employees of the Township of North Glengarry as well as all full time and part time unionized employees of the Township of North Glengarry.
 - This will not form part of any Collective Agreement.
2. The plan supplements EI benefits received by workers for unemployment caused by sickness. This includes situations where an employee is sick, injured or in quarantine.
3. Employees must prove that they have applied for and are in receipt of EI benefits in order to receive payment under the plan.
4. SUB is payable at 75% of the employee's weekly earnings while the employee is serving the one-week EI waiting period.
5. The plan provides that the EI benefit rate (gross amount) and the SUB payment will equal (not exceed) 75% of the employee's weekly earnings.
6. The SUB benefit plan will be paid for a maximum of 15 weeks (while the employee is receiving EI Sickness Benefits only) and an additional one week, if required, when the employee is serving the one week waiting period.
7.
 - a. The Plan is financed by the general revenues of the Township of North Glengarry.
 - b. A separate record of the SUB payments will be kept by the Township of North Glengarry.
8.
 - a. The duration of the plan is from June 28th, 2019 to June 27th, 2024.
 - b. HRDC will be informed in writing of any change to the plan within thirty (30) days of the effective date of change.
9. Payments of guaranteed annual remuneration, deferred remuneration, or severance pay will not be reduced or increased by payments received under this plan.
10. This SUB Plan is authorized by the Council of the Township of North Glengarry by resolution # , dated May 27, 2019. Signatures of authorized Officers will be the Mayor and CAO/Clerk.

Sarah Huskinson, CAO/Clerk

Jamie MacDonald, Mayor

**CORPORATION OF
THE
TOWNSHIP OF NORTH GLENGARRY**

RESOLUTION # _____

DATE: May 27, 2019

MOVED BY: _____

SECONDED BY: _____

That the Council of the Township of North Glengarry adopts by-law 18-2019 to appoint a Poundkeeper, establish the duties of the Poundkeeper and recovery of costs for services; and

That by-law 18-2019 be read a first, second, third time in enacted in Open Council this 27 day of May, 2019.

Carried

Defeated

Deferred

MAYOR / DEPUTY MAYOR

	YEA	NEA
Deputy Mayor: Carma Williams	_____	_____
Councillor: Jacques Massie	_____	_____
Councillor: Brenda Noble	_____	_____
Councillor: Jeff Manley	_____	_____
Councillor: Michel Depratto	_____	_____
Councillor: Johanne Wensink	_____	_____
Mayor: Jamie MacDonald	_____	_____

Section 6 Item c



STAFF REPORT TO COUNCIL

Report No: BP-2019-09

May 27, 2019

From: Jacob Rheume – Chief Building Official / Director of Building, By-law & Planning

RE: A By-law to appoint a Poundkeeper, establish the duties of the Poundkeeper and recovery of costs for service

Recommended Motion:

THAT the Council of the Township of North Glengarry adopt by-law 18-2019 to appoint a Poundkeeper, establish the duties of the Poundkeeper and recovery of costs for service; and

That By-law 18-2019 be read a first, second, third time in enacted in Open Council this 27 day of May, 2019

Background / Analysis:

In 2008, Council approved a By-law for the licensing, regulating and keeping of dogs, that By-law was put in place to control and regulate all dogs in the Township of North Glengarry. The By-law will need to be reviewed and updated as changes are coming, provincially and at the County level, and it is important to note that that By-law deals **only with dogs**, and not with any other animal.

In recent years, the Township's By-law Department has received multiple complaints concerning other animals running at large, on public places, on neighboring properties, on road allowances, etc. These animals includes cows, horses, pigs, etc. mostly farm animals that are not being kept in proper enclosures.

This proposed By-law provides the By-law Enforcement Officer flexibility to issue verbal or written notices to the property owner to remedy the violation within a determined time limit. The purpose of this By-law is to deal, in timely fashion, with issues that require immediate action due to health and safety concerns for example, a horse on public highway, etc.

The By-law Enforcement Officer also has the option, along with the appointed Poundkeeper, to seize animals that are deemed to be running at large. It shall then be the duty of the

Poundkeeper to impound any animal seized by him/her and to provide sufficient yards and enclosures for the safekeeping of such animals. The proposed By-law will include set fines for immediate enforcement, and will also include compensation rates, payable by the owner at the Township, and the compensation would then be transferred to the Poundkeeper for the services, before the animal can be given back to the owner. There will be a time limit, after which the animal will be deemed to be the property of the Poundkeeper, which still needs to be discussed.

This By-law would be brought before Council for consideration on May 27, 2019.

Alternatives:

None.

Financial Implications:

No financial implications to the Township

Attachments & Relevant Legislation:

Proposed Poundkeeper By-law

Others consulted:

Todd McDonell, *By-law Enforcement Officer*



Reviewed by
Sarah Huskinson – CAO/Clerk

THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY

BY-LAW NO. 18-2019
POUNDKEEPER BY-LAW

Being a By-law of the Township of North Glengarry to appoint a Poundkeeper, establish the duties of the Poundkeeper and recovery of costs for service

A BY-LAW to appoint a Poundkeeper, establish the duties of the Poundkeeper and recovery of costs for service.

WHEREAS the Municipal Act, 2001, as amended, permits municipalities to pass By-laws to regulate or prohibit the being at large or trespassing of animals and may provide for the seizure and impounding of animals;

WHEREAS the Pounds Act, R.S.O. 1990, as amended, is in force in every local municipality;

WHEREAS Council deems it appropriate to appoint a Poundkeeper to carry out the provisions of the Pounds Act, R.S.O. 1990, as amended, and any applicable Municipal By-laws.

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

1. **THAT** the rules and regulations contained in the By-law are hereby adopted.
2. **THAT** the appointment as set out in Schedule "A" attached hereto and forming part of this By-law is hereby adopted.
3. **THAT** the Poundkeeper compensation rates included in Schedule "B" attached hereto and forming part of this By-law are hereby adopted.
4. **THAT** the set fines included in Schedule "C" attached hereto and forming part of this By-law are hereby adopted.
5. **THIS** By-law shall come into force and effect on the date of passing.

1. SHORT TITLE

- 1.1 This By-law shall be known as the "Poundkeeper By-law".

2. DEFINITIONS:

- 2.1 "**Animal**" means chickens, turkeys, cattle, hogs, horses, mink, rabbits, sheep, goats, or any other domestic farm animal, other than dogs or cats.
- 2.2 "**By-law**" means this Poundkeeper By-law.
- 2.3 "**Costs**" means all monetary expenses incurred by the Township during and throughout the process of any remedial work, including interest at a rate of 15% per annum or such lower rate as determined by the Township commencing on the day the Township incurs the costs and ending on the day the costs, including interest, are paid in full, and may include an administrative surcharge amount as determined by the Township.
- 2.4 "**Council**" means the Council of the Township of North Glengarry.
- 2.5 "**Highway**" includes a common and public highway, street, avenue, parkway, square, place, bridge, viaduct or trestle, any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof.

- 2.6 "**Officer**" means a municipal by-law enforcement officer or designate, property standards officer or peace officer or for the purposes of this By-law, a poundkeeper.
- 2.7 "**Owner**" means the registered owner of land or the occupant, tenant, lessee or the person for the time being managing or receiving the rent of the property, whether on its own account or on account of an agent or trustee of any other person or anyone of the aforesaid.
- 2.8 "**Person**" means an individual human being, a corporation, firm, partnership, unincorporated association or organization, their heirs, executors, assigns, administrators, agents, trustees or other legal representatives of a person with or without share capital, any association, firm, partnership or private club of a person to whom context can apply accordingly.
- 2.9 "**Pound**" means the premises used by the Poundkeeper for the impounding of animals by authority of this By-law or any other premises to which an animal is transferred by him/her by authority of this By-law.
- 2.10 "**Poundkeeper**" means a person or persons appointed by the Municipality to retrieve, impound and operate an animal pound or his/her designate
- 2.11 "**Pound Service Fee**" means the fees and disbursements fixed by law for the impounding of animals, and if none are so fixed, reasonable fees and disbursements for the purposes
- 2.12 "**Property**" means any and all land within the Township including buildings and structures, yards and vacant lots.
- 2.13 "**Running at Large**" in relation to an animal being found on a highway or any place other than the premise of the animal owners and not in the control of the animal owner
- 2.14 "**Structure**" means any building or accessory building or any property, or any part thereof, or any part of whole or any structure of building not actually used as a dwelling house.
- 2.15 "**Township**" means The Corporation of the Township of North Glengarry.
- 2.16 "**Yard**" means land, other than publicly owned land, around and appurtenant to the whole or part of a building (and used, or capable of being used in connection with the building)

3. APPOINTMENT OF A POUNDKEEPER:

- 3.1 The Council of the Township of North Glengarry shall appoint a Poundkeeper to carry out the provisions of the Pounds Act, as per Schedule "A".
- 3.2 The Poundkeeper shall have the duty of carrying out and enforcing the Pounds Act, and any applicable municipal By-laws or any other Act governing impounding of animals.
- 3.3 The remuneration/compensation to be paid to the Poundkeeper shall be as set out in Schedule "B" attached hereto and forming part of this By-law. The remuneration/compensation shall also comply with the Pounds Act.
- 3.4 The Poundkeeper shall comply with all the provisions regarding the sale of all animals worth \$10 or over, for all notices to be published, all set time frames, and all procedures as set out in the Pounds Act.

4. PROHIBITED MATTERS RELATED TO ANIMALS

- 4.1 No person shall permit any animal(s) of which he or she is the owner or custodian of, to run at large or trespass on any property in the Municipality.
- 4.2 Every person who is the owner or custodian of any animal(s) deemed to be running at large, shall take immediate measures to prohibit the said animal(s) from running at large.

4.3 Every owner or custodian shall ensure their animals are kept in proper enclosures.

4.4 All enclosures shall be kept in good repair.

5. ANIMALS AT LARGE

5.1 For the purpose of this By-law, an animal shall be deemed at large when found on any highway or other public place or on any property without the consent of the owner of the property and not in the charge of any person.

6. SEIZURE

6.1 The Poundkeeper, the Municipal By-Law Enforcement Officer, the Ontario Provincial Police or a property owner may seize any animal found at large contrary to any provisions contained in this By-law.

6.2 It shall be the duty of the Poundkeeper to impound any animal seized by him/her or any person mentioned in 6.1 or delivered to him/her in accordance with the Pounds Act.

7. GENERAL PROVISIONS

7.1 An officer may issue an order upon the owner of a property/animal that is not maintained pursuant to the requirements of this By-law which directs that the owner remedy or rectify the contravention within a specified period of time from the time of the delivery of the order.

7.2 Any order given under this By-law may be given by personal delivery or mail and delivery by mail shall be deemed to have been affected five (5) calendar days from the date of mailing.

7.3 Every order sent by an officer shall identify the animal, land or structure which is the subject of the order.

7.4 Every order to an owner shall be sent to the address shown on the last revised assessment roll or to the last known address of the owner.

7.5 The Township and any officer and agent shall be entitled to remove any items in order to remedy or rectify any contravention of this By-law and any such items that are removed in accordance with Section 7.3 may be disposed of immediately in the sole and absolute discretion of the Township, its agents and officers, which decision shall be final.

7.6 In the event that the violation set out in the order is not remedied within the specified period of time as set out in the order, the officer may cause the violation to be remedied at the expense of the owner.

7.7 The Township or any officer shall not be liable for any damage to an animal, property or personal injury resulting from any remedial work undertaken as a result of a default of the owner or any person in complying with the terms of this By-law.

7.8 With the exception of matters which pose an immediate risk to public health and safety, which determination shall be made in the sole and absolute discretion of the officer issuing the order and whose decision is final, an order shall provide for not less than fourteen (14) calendar days from the date of service of the order for the remediation or rectification of the contravention as set out in the order.

7.9 Notwithstanding Section 7.8 of this By-law, when there is an immediate risk to public health and safety, which determination shall be made in the sole and absolute discretion of the officer issuing the order and whose decision is final, the order may require immediate action or other remediation or rectification.

8. ENTRY ON LAND & INSPECTIONS

- 8.1** An officer, peace officer or any other person appointed for the purpose of enforcing this By-law,
- (a) has the power to enter upon and examine any lands, yards, vacant lots, grounds at any reasonable time or times, and
 - (b) may be accompanied by such other person or persons as they deem necessary to properly carry out their duties under this By-law.
- 8.2** Notwithstanding Section 8.1, no person, including an officer, shall exercise a power of entry under this By-law to enter a place or part of a place that is actually being used as a dwelling unless:
- (a) the occupier of the dwelling, having been informed that the right of entry may be refused, consents to the entry; or
 - (b) if the occupier refuses to consent, an order is issued pursuant to section 438 of the Municipal Act, 2001 or a warrant is issued pursuant to section 439 of the Municipal Act, 2001, or a warrant is issued under the Provincial Offences Act, R.S.O. 1990, c. P.33.
- 8.3** A person exercising a power of entry on behalf of the Township, under this By-law must on request, display or produce proper identification.
- 8.4** No person shall hinder, interfere with or otherwise obstruct, either directly or indirectly, any officer, peace officer or any person appointed for the purpose of enforcing this By-law, including any person who may be accompanying such persons, in the lawful exercise of any powers or duties under this By-law.

9. ENFORCEMENT

- 9.1** This By-law shall be enforced by an officer or peace officer or any other person or officer appointed by the Township for the purposes of enforcing this By-law.
- 9.2** If compliance herewith would be impractical, the provisions of this By-law shall not apply to ambulance, police and fire department vehicles and any vehicles while actually engaged in works undertaken for on behalf of the Township, the United Counties, federal or provincial government or any utility.
- 9.3** The Township may recover its costs of remedying a violation of this By-law by invoicing the owner, by instituting court proceedings or by adding the cost, including interest, to the tax roll in the same manner as municipal taxes in accordance with section 446 of the Municipal Act, 2001 and the exercise of any one remedy shall not preclude the exercise of any other available remedy.

10. OFFENCES & PENALTIES

- 10.1** Every person who contravenes any provision of this By-law is guilty of an offence and on conviction is liable to a fine as provided for in the Provincial Offences Act R.S.O. 1990, c. P. 33.
- 10.2** Every person who contravenes any provision of this By-law, including an order issued under this by-law, is guilty of an offence.
- 10.3** Every person who is convicted of an offence under this By-law shall be subject to a fine not exceeding \$10,000.00 for each offence and such fine shall be recoverable under the Provincial Offences Act.
- 10.4** A director or officer of a corporation who knowingly concurs in a contravention of this By-law by the corporation is guilty of an offence and is liable upon conviction to a fine not exceeding \$100,000.00 for each offence and such fines shall be recoverable under the Provincial Offences Act.

- 10.5** An offence under this By-law constitutes a continuing offence and for each day or part of a day that the offence continues, the fine shall not exceed \$10,000.00.
- 10.6** The conviction of a person under this By-law shall not operate as a bar to a prosecution against the same person upon any continued or subsequent breach of any provision or order under this By-law and the court may convict such person repeatedly for continued or subsequent breaches of this By-law and the provisions of section 431 of the Municipal Act, 2001 shall further apply to any continued or repeated breach of this By-law.
- 10.7** Upon a conviction being entered, the court in which the conviction was entered and any court of competent jurisdiction thereafter may, in addition to any other remedy and to any penalty imposed in this By-law, make an order prohibiting the continuation or repetition of the offence by the person convicted.
- 10.8** Every person who is guilty of an offence under this By-law may, if permitted under the Provincial Offences Act, pay a set fine, and the Chief Judge of the Ontario Court, Provincial Division, shall be requested to establish set fines as set out in Schedule 'C' to this By-law.

11. VALIDITY & SEVERABILITY

- 11.1** Notwithstanding any section, subsections, clause, paragraph or provision of this By-law, this By-law or parts thereof may be declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or beyond the powers of Council to enact, such section or sections or parts thereof shall be deemed to be severable and that all other sections or parts of this By-law are separate and independent there from and enacted as such as a whole. Same shall not affect the validity or enforceability of any other provisions of this By-law or of the By-law as a whole.
- 11.2** Any reference to a statute, regulation, by-law or other legislation in this By-law shall include such statute, regulation, By-law or other legislation or provision thereof as amended, revised, re-enacted and/or consolidated from time to time and any successor legislation thereto.
- 11.3** Where there is any conflict between the provisions of this By-law and any other By-law or legislation, the provisions of this By-law shall prevail to the extent of the conflict.

12. FORCE AND EFFECT

12.1 READ a first, second, third time and enacted in Open Council, this 27th day of 2019.

CAO/Clerk / Deputy Clerk

Mayor / Deputy Mayor

I hereby certify this to be a true copy of By-law No. 18-2019, and that such by-law is in full force and effect.

Date Certified

CAO/Clerk / Deputy Clerk

SCHEDULE "A"

APPOINTMENT OF A POUNDKEEPER

THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY

1. **THAT** Ian Fraser is hereby appointed as Poundkeeper for the Township of North Glengarry.
2. **THAT** Millan MacPherson is hereby appointed as the alternate Poundkeeper for the Township of North Glengarry.
3. **THAT** the Poundkeeper shall provide sufficient yards and enclosures for the safekeeping of such animals as it may be his duty as Poundkeeper to impound on property which he owns or rents.
4. **THAT** said Poundkeeper shall conduct enforcement in accordance with the Pounds Act, R.5.0. 1990, this By-law, and any other applicable legislations

SCHEDULE "B"

COMPENSATION RATE

THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY

	Column 1
ITEM	COMPENSATION RATE
1.	\$60.00 per hour with minimum three hour payable per call
2.	\$30.00 per hour for second hand with minimum three hour payable per call if required to manage animals at large (determined by Poundkeeper)
3.	\$1.25 per kilometer per hour for truck and trailer combination
4.	\$20.00 per day feeding/handling per large animal (example: cow/horse)
5.	\$10.00 per day feeding/handling per medium or small animal (example: sheep/goat/pig)
6.	\$25.00 per notice to owner, posted notice, sale notice
7.	Any expenses incurred as a result of making notification as per this By-law and Pound Act

SCHEDULE "C"

SET FINES SCHEDULE

THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY

Part I Provincial Offences Act

BY-LAW NO. 18-2019
POUNDKEEPER BY-LAW

Being a By-law of the Township of North Glengarry to appoint a Poundkeeper, establish the duties of the Poundkeeper and recovery of costs for service

	Column 1	Column 2	Column 3
ITEM	SHORT FORM WORDING	PROVISION CREATING OR DEFINING OFFENCE	SET FINE
1.	Permit an animal to run at large	4.1	\$250.00
2.	Fail to take immediate measures to prohibit animal(s) from running at large	4.2	\$200.00
3.	Fail to provide proper measures to contain an animal	4.3	\$250.00
4.	Fail to keep enclosures in good repair	4.4	\$250.00
5.	Obstruct/hinder/interfere with an officer or agent in lawful exercise of powers or duties	8.4	\$350.00

Note: Every person who contravenes any provision of this By-law is guilty of an offence and on conviction is liable to a fine as provided for in the *Provincial Offences Act R.S.O. 1990, c. P. 33*.

Note: The general penalty provision for the offences listed above is Section 10 of By-law No. 18-2019, a certified copy of which has been filed.

**CORPORATION OF
THE
TOWNSHIP OF NORTH GLENGARRY**

RESOLUTION # _____

DATE: May 27, 2019

MOVED BY: _____

SECONDED BY: _____

That the Council of the Township of North Glengarry adopts by-law 19-2019 to provide for the maintenance of land in a clean and clear condition; and

That By-law 19-2019 be read a first, second, third time and enacted in Open Council this 27 day of May, 2019.

Carried

Defeated

Deferred

MAYOR / DEPUTY MAYOR

Deputy Mayor: Carma Williams

Councillor: Jacques Massie

Councillor: Brenda Noble

Councillor: Jeff Manley

Councillor: Michel Depratto

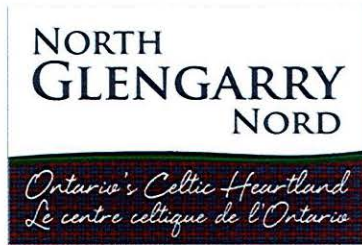
Councillor: Johanne Wensink

Mayor: Jamie MacDonald

YEA

NEA

Section 6 Item d



STAFF REPORT TO COUNCIL

Report No: BP-2019-08

May 27, 2019

From: Jacob Rheume – Chief Building Official / Director of Building, By-law & Planning

RE: A By-law to provide for the maintenance of land in a clean and clear condition.
(Clean Yards By-law)

Recommended Motion:

THAT the Council of the Township of North Glengarry adopt by law 19-2019 to provide for the maintenance of land in a clean and clear condition; and

That By-law 19-2019 be read a first, second, third time and enacted in Open Council this 27 day of May, 2019.

Background / Analysis:

On May 12, 2014, Council adopted By-law No. 22-2014 under the Municipal Act dealing with the clearing of refuse and debris from land, and regulating with respects to public nuisances. In many instances where complaints have been brought up to the Department's attention, that By-law did not provide any specific coverage for the infraction and left many statements for personal interpretation. What is proposed is that a more detailed Clean Yards By-law be enacted for better coverage for the maintenance of land; this By-law would therefore replace By-law No. 22-2014.

The By-law deals with the condition of exterior yards and would not replace, but work in conjunction with By-law No. 42-2008, being a By-law that prescribes Standards for the Maintenance and Occupancy of Properties (Property Standards By-law).

The proposed Clean Yards By-law sets out minimum standards for properties in the Township of North Glengarry including some rules on litter, waste and property maintenance to help ensure that properties are safe, clean and attractive in relation to adjacent properties.

The proposed Clean Yards By-law has rules regarding:

- Property maintenance
- Pits and excavations
- Landscaping and drainage including sanitary sewage, ground water, etc.
- Vegetation, weeds, and trees, including grass maintenance
- Standing water, snow and ice
- Garbage, waste, litter and debris
- Composting
- Derelict motor vehicles
- Refrigerators and freezers
- Firewood
- Graffiti

The purpose of this By-law is to deal, in timely fashion, with maintenance issues that require immediate action due to health and safety concerns (standing water, debris, composters, derelict motor vehicles, etc.), and also general yard maintenance not dealt with by By-law No. 22-2014.

The By-law provides for the immediate remedy of violations if a hazard to the public is observed. If such a condition exists and compliance cannot be achieved, the By-law provides that the Township of North Glengarry can undertake the work to bring the property into compliance and recover its expenses through the tax roll in the same manner as municipal taxes. The By-law also grants flexibility to the investigating Officer to issue verbal or written notices to the property owner to remedy the violation within a determined time limit. This By-law would be brought before Council for consideration on May 27, 2019.

Alternatives:

None.

Financial Implications:

No financial implications to the Township

Attachments & Relevant Legislation:

Proposed Clean Yards By-law

Others consulted:

Todd McDonell, By-law Enforcement Officer



Reviewed by
Sarah Huskinson – CAO/Clerk

THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY

BY-LAW NO. 19-2019 **CLEAN YARDS BY-LAW**

*Being a By-law of the Township of North Glengarry to provide
for the maintenance of land in a clean and clear condition*

WHEREAS Section 11 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides that a lower tier municipality may pass by-laws in the interest of the health, safety and well-being of its residents;

AND WHEREAS section 127 of the *Municipal Act, 2001* provides that a local municipality may require the owner or occupant of land to clean and clear land, not including buildings, or to clear refuse or debris from the land, not including buildings; regulate when and how cleaning and clearing is to be done; and prohibit the depositing of refuse or debris without the consent of the owner or occupant of land;

AND WHEREAS section 128 of the *Municipal Act, 2001* provides that a municipality may prohibit and regulate with respect to public nuisances, including matters that, in the opinion of Council, are or could become or cause public nuisances;

AND WHEREAS section 131 of the *Municipal Act, 2001* provides that a local municipality may prohibit and regulate the use of any land for the storage of used motor vehicles for the purpose of wrecking or dismantling them or salvaging parts from them for sale or other disposition;

AND WHEREAS the Municipal Act, 2001 further authorizes the Township of North Glengarry, amongst other things, to delegate its authority, to impose fees or charges on persons for services or activities provided or done by or on behalf of it, to provide for inspections and inspection orders, and to make orders to discontinue activity or to do work;

AND WHEREAS Section 15 of the Police Services Act, R.S.O.1990, c.P.15 as amended, the Council of the municipality may appoint Municipal Law Enforcement Officers who shall be Peace Officers for the purpose of enforcing by-laws of the municipality;

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

1. SHORT TITLE

1.1 This By-law shall be known as the "Clean Yards By-law".

2. DEFINITIONS:

2.1 "**By-law**" means this Clean Yards By-law

2.2 "**Costs**" means all monetary expenses incurred by the Township during and throughout the process of any remedial work, including interest at a rate of 15% per annum or such lower rate as determined by the Township commencing on the day the Township incurs the costs and ending on the day the costs, including interest, are paid in full, and may include an administrative surcharge amount as determined by the Township.

2.3 "**Council**" means the Council of the Township of North Glengarry.

2.4 "**Derelect motor vehicle**" means a vehicle having missing bodywork components or parts, including tires or damaged components, parts, bodywork, glass or deteriorated or removed adjuncts, which prevent its mechanical function, and includes a motor vehicle that is not licensed for the current year.

- 2.5 "**Domestic waste**" means any debris, rubbish, refuse, sewage, effluent, broken or discarded material, disconnected appliances and parts of such appliances, firewood not stacked neatly, material resulting from construction, demolition, repair or renovation projects, piping, ducting, tubing, conduits, cable, wire and fittings or related accessories not packaged for immediate shipment, waste lumber, discard or garbage of any type arising from a residence, belonging to or associated with a dwelling unit or use of a dwelling unit or residential property, including, but not limited to, garbage, discarded material or things, broken or dismantled things, and materials or things exposed to the elements deteriorating or decaying on a property due to exposure to the weather.
- 2.7 "**Dwelling unit**" means a room or rooms in which a kitchen, living quarters and sanitary conveniences are provided for exclusive use of the residents and with a private entrance from the outside of the building or from a common hallway or stairway inside.
- 2.8 "**Graffiti**" means writing or drawings scribbled, scratched, or sprayed illicitly on a wall or other surface in a public or private place, or one or more letters, symbols, etchings, figures, inscriptions, stains howsoever made or otherwise affixed to a property or other markings that disfigure or deface a property
- 2.9 "**Highway**" includes a common and public highway, street, avenue, parkway, square, place, bridge, viaduct or trestle, any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof.
- 2.10 "**Industrial waste**" means any debris, refuse, sewage, effluent, discard or garbage of a type arising from industrial or commercial operation, or belonging to or associated with industry or commerce or industrial or commercial property including, but not limited to, garbage, discarded material or things, broken or dismantled things, materials or things exposed to the elements, and deteriorating or decaying on a property due to exposure to the weather.
- 2.11 "**Infestation**" means the overrunning of a property by vermin, rodents and insects.
- 2.12 "**Motor vehicle**" means an automobile, truck, motorcycle, snowmobile, trailer, recreational vehicle and any other vehicle propelled or driven by other than muscular power, but does not include the cars of electric or steam railways, or other motor vehicles running solely upon rails, or a traction engine, farm tractor, self-propelled implement of husbandry or road building machine within the meaning of the *Highway Traffic Act*, R.S.O. 1990, c. H.B.
- 2.13 "**Officer**" means a municipal by-law enforcement officer or designate, property standards officer or peace officer.
- 2.14 "**Order**" means any notice of non-compliance issued under this by-law.
- 2.15 "**Owner**" means the registered owner of land or the occupant, tenant, lessee or the person for the time being managing or receiving the rent of the property, whether on its own account or on account of an agent or trustee of any other person or anyone of the aforesaid.
- 2.16 "**Person**" means an individual human being, a corporation, firm, partnership, unincorporated association or organization, their heirs, executors, assigns, administrators, agents, trustees or other legal representatives of a person with or without share capital, any association, firm, partnership or private club of a person to whom context can apply accordingly.
- 2.17 "**Property**" means any and all land within the Township including buildings and structures, yards and vacant lots.
- 2.18 "**Refuse**" or "**Debris**" means any waste material of any kind whatsoever and without limiting the generality of the foregoing includes rubbish, inoperative or unlicensed vehicles or boats and mechanical equipment, automobile and mechanical parts, tires, furnaces, water and fuel tanks, furniture, glassware, plastic, cans, garden refuse, grass clippings, trees, tree branches, weeds, earth or rock fill, animal feces, materials from construction or demolition projects, old clothing and bedding, refrigerators, freezers, or similar appliances, whether operable or inoperable, containers of any kind, un-maintained garden fixtures, any objects or conditions that might create a health, fire or accident hazard, and also includes dilapidated, collapsed or partially constructed structures which are not currently under construction or repair.

2.19 "Remedial work" means all work necessary for the correction or elimination of a contravention of this By-law as cited in any order issued under this By-law, including any such condition or health hazard, actual or potential, that the contravention may pose.

2.20 "Structure" means any building or accessory building or any property, or any part thereof, or any part of whole or any structure of building not actually used as a dwelling house.

2.21 "Township" means The Corporation of the Township of North Glengarry.

2.22 "Turf grass" means ground cover comprised of one or more species of growing grass, with or without trees, shrubbery or maintained planting beds or other vegetation.

2.23 "Weed" means a noxious weed designated by or under the Weed Control Act, R.S.O. 1990, including any weed designated as a local or noxious weed under a by-law of the Township or County for that purpose.

2.24 "Yard" means land, other than publicly owned land, around and appurtenant to the whole or part of a building (and used, or capable of being used in connection with the building)

3. PROPERTY MAINTENANCE

3.1 Every owner shall maintain a clear and clean yard and shall also:

(a) keep his or her land free and clear of all garbage, refuse, debris, domestic waste or industrial waste of any kind, and from any objects or conditions that may create a health, fire or accident hazard;

(b) ensure that his or her land is free and clear of infestation of injurious insects, termites, rodents, vermin or other pests;

(c) trim or cut weeds or turf grass on his or her land, whether dead or alive, that are more than 20 cm (7.8 inches) in height.

3.2 No person shall cause or permit unsafe or hazardous conditions that might create a health, fire or accident hazard and also shall not:

(a) cause or permit an unfenced or unprotected pit, excavation or other declivity which causes a safety hazard on their property;

(b) permit any well which is unprotected or the presence of which creates risk, accident or injury to the general public;

(c) keep a swimming pool, hot tub, wading pool or artificial pond unless it is maintained in good repair and working;

(d) keep his or her land free of holes or excavations which may create health or accident hazards.

3.3 Every owner or occupant of property shall keep the surfaces of steps, walks, driveways, parking spaces and similar areas of their property maintained so as to afford safe passage under their normal use.

3.4 No person shall deposit or cause to be deposited snow or ice upon any Highway or sidewalks within the Township.

4. LANDSCAPING AND DRAINAGE

4.1 The owner or occupant of any property shall maintain hedges, planting trees or other landscaping, in a living condition, or shall replace these if no longer alive with equivalent landscaping, so as to carry out their intended action and maintain an attractive appearance.

- 4.2 Ensure that vegetation on his or her lands shall be kept trimmed and kept from becoming unreasonably overgrown in a fashion that may affect safety, visibility, or the passage of the general public.
- 4.3 The owner or occupant of any property shall provide suitable groundcover to prevent erosion of the soil. Where grass forms a part of the ground cover, and such grass is no longer in a living condition, such dead areas shall be reseeded as often as required so as to restore the grass to a living condition.
- 4.4 Every owner shall not alter the finished grade of their land causing or creating ponding of water on their property or on any other abutting and adjoining properties.
- 4.5 The owner or occupant of any property shall maintain areas within the yard not covered by buildings or structures, sidewalks, driveways and parking compatible with the abutting and adjoining properties.
- 4.6 The owner or occupant of any property shall maintain in good repair, areas used for vehicular traffic, parking and facilities for loading and unloading. Such areas shall be free of potholes and adequately drained.
- 4.7 Every owner shall ensure that roof drainage, storm water, discharges from swimming pools and discharges from sump pumps are:
- (a) drained from the property to prevent recurrent ponding;
 - (b) drained in a manner to prevent water from entering into a building;
 - (c) not discharged on any walkway, stairway, or on a neighbouring properties.

5. WASTE

- 5.1 Every owner or occupant of property shall keep the yard of their property free and clear of all refuse, debris, domestic and industrial waste.
- 5.2 No person shall use the yard of any property within the Township for depositing of any refuse, debris, domestic and industrial waste.
- 5.3 Subject to subsection 5.4, subsections 5.1 and 5.2 do not apply to:
- (a) property used by the Township for the purpose of depositing waste; or
 - (b) property used for the purpose of depositing waste under federal, provincial or municipal authority.
- 5.4 No person other than the Township or a person with prior federal, provincial or municipal authority shall deposit waste on property described in subsection 5.3.
- 5.5 Every owner or occupant of property shall ensure that all waste which accumulates on their property is:
- (a) when not placed out for collection in accordance with applicable Township's by-laws, be in containers:
 - (i) made of rigid, watertight construction;
 - (ii) provided with a tight-fitting cover, which may be removed only when the container is empty or is being actively loaded;
 - (iii) maintained in good condition without holes or spillage; and
 - (iv) closed, or emptied, rinsed and cleaned when not in use, to prevent the escape of offensive odour or waste; and

(v) kept in a rear yard located against a building, structure, fence or retaining wall and arranged in an orderly manner; and

(b) not allowed to accumulate for longer than 10 days.

5.6 For the purposes of section 5, "yard" includes, but is not limited to, an exterior porch/deck/balcony or similar erection.

6. COMPOSTING

6.1 No person shall permit composting of any kind other than in accordance with Section 6.2 of this by-law.

6.2 Composting shall only be permitted as follows:

(a) only in the rear of a dwelling unit;

(b) only in a container, pile or digester and only on land on which a dwelling unit is located;

(c) any compost containers or digesters used for composting shall be kept covered tightly at all times, except when being emptied or filled;

(d) in a such a manner so as to preclude infestation;

(e) in a pile no larger than one square metre and 1.2 metres in height which shall be enclosed on all sides by concrete block, or lumber, or in a forty-five gallon container, a metal frame building with concrete floor, or a commercial plastic enclosed container designed for composting;

(f) in no more than three (3) compost containers, piles or digesters used for composting on each parcel of land on which a dwelling unit is located, for a total composting capacity on the land of not more than three (3) cubic metres;

(g) no feces shall be placed in a compost container, pile or digester used for composting;

(h) no offensive odour shall be permitted to emanate from the compost container, pile or digester used for composting;

(i) organic materials placed in a compost container shall be kept covered with yard waste, soil or humus;

(j) any compost container, pile or digester used for composting shall be set back at least 0.6 metres (1.97 feet) from any lot line.

6.3 Section 6.1 of this By-law does not apply to any agricultural uses or farming activities as designated within the Township's Zoning By-law.

7. DERELICT MOTOR VEHICLES

7.1 No person shall use any property for the parking, storage or placement of the following:

(a) derelict motor vehicles or motor vehicles that are unfit to be operated on a highway due to damage or poor repair;

(b) motor vehicles that are not currently licensed for operation pursuant to the provisions of the Highway Traffic Act;

(c) motor vehicles parts or components unless otherwise expressly permitted;

(d) wrecked, dismantled, discarded, inoperative, or abandoned motor vehicles, machinery, trailers or boats.

7.2 Section 7.1 of this By-law does not apply to lands that comply with all applicable land use criteria which permits the retail, wholesale, repair or wrecking of motor vehicles or a competition; or hobby vehicle located in a fully enclosed building; or recreation vehicle parking in compliance with the Township's Zoning By-law.

8. REFRIGERATORS. FREEZERS, ETC.

8.1 The owner, tenant, occupier or licensee of any property shall remove self-locking or self-latching devices on refrigerators, freezers or similar appliances which are stored or left on porches, decks or in any rear yard, side yard or similar areas.

8.2 All refrigerators stored or left on porches, decks, or any rear yard, side yard or similar areas shall be;

(a) in good working order;

(b) secured with external locking device;

(c) locked at all times except when actually in use and supervised.

8.3 The owner, tenant, occupier or licensee of any property who places refrigerators, freezers or similar appliances out on the roadways for disposal, shall remove all doors without limiting the generality of the foregoing including all sliding, swinging, springing, spring loaded, and pull-to-open doors.

9. FIREWOOD

9.1 Only firewood for domestic use may be stored on any residential property.

9.2 Firewood for domestic use may not be stored in the front yard.

9.3 Firewood for domestic use maybe stored in a side or rear yard only if the area used for this storage is not more than 15% of the area of the rear yard.

9.4 The stored firewood for domestic use shall be permitted as follows:

(a) neatly piled not less than 30cm from any lot line;

(b) stored at a height of not less than 15cm above grade;

(c) stored with a total height of not more than 1.5 metres; and

(d) not piled along a fence that borders a property containing a swimming pool.

10. GRAFFITI

10.1 No person shall place or cause or permit graffiti to be placed on property.

10.2 The owner of a property shall keep the property free of graffiti.

11. GENERAL PROVISIONS

11.1 An officer may issue an order upon the owner of a property that is not maintained pursuant to the requirements of this By-law which directs that the owner remedy or rectify the contravention within a specified period of time from the time of the delivery of the order.

11.2 Any order given under this By-law may be given by personal delivery or mail and delivery by mail shall be deemed to have been affected five (5) calendar days from the date of mailing.

11.3 Every order sent by an officer shall identify the land or structure which is the subject of the order.

- 11.4** Every order to an owner shall be sent to the address shown on the last revised assessment roll or to the last known address of the owner.
- 11.5** The Township and any officer and agent shall be entitled to remove any items in order to remedy or rectify any contravention of this By-law and any such items that are removed in accordance with Section 11.3 may be disposed of immediately in the sole and absolute discretion of the Township, its agents and officers, which decision shall be final.
- 11.6** In the event that the violation set out in the order is not remedied within the specified period of time as set out in the order, the officer may cause the violation to be remedied at the expense of the owner.
- 11.7** The Township shall not be liable for any damage to property or personal injury resulting from any remedial work undertaken as a result of a default of the owner or any person in complying with the terms of this By-law.
- 11.8** With the exception of matters which pose an immediate risk to public health and safety, which determination shall be made in the sole and absolute discretion of the officer issuing the order and whose decision is final, an order shall provide for not less than fourteen (14) calendar days from the date of service of the order for the remediation or rectification of the contravention as set out in the order.
- 11.9** Notwithstanding Section 11.8 of this By-law, when there is an immediate risk to public health and safety, which determination shall be made in the sole and absolute discretion of the officer issuing the order and whose decision is final, the order may require immediate action or other remediation or rectification.

12. ENTRY ON LAND & INSPECTIONS

- 12.1** An officer, peace officer or any other person appointed for the purpose of enforcing this By-law,
- (a) has the power to enter upon and examine any lands, yards, vacant lots, grounds at any reasonable time or times, and
 - (b) may be accompanied by such other person or persons as they deem necessary to properly carry out their duties under this By-law.
- 12.2** Notwithstanding Section 12.1, no person, including an officer, shall exercise a power of entry under this By-law to enter a place or part of a place that is actually being used as a dwelling unless:
- (a) the occupier of the dwelling, having been informed that the right of entry may be refused, consents to the entry; or
 - (b) if the occupier refuses to consent, an order is issued pursuant to section 438 of the Municipal Act, 2001 or a warrant is issued pursuant to section 439 of the Municipal Act, 2001, or a warrant is issued under the Provincial Offences Act, R.S.O. 1990, c. P.33.
- 12.3** A person exercising a power of entry on behalf of the Township, under this By-law must on request, display or produce proper identification.
- 12.4** No person shall hinder, interfere with or otherwise obstruct, either directly or indirectly, any officer, peace officer or any person appointed for the purpose of enforcing this By-law, including any person who may be accompanying such persons, in the lawful exercise of any powers or duties under this By-law.

13. ENFORCEMENT

- 13.1** This By-law shall be enforced by an officer or peace officer or any other person or officer appointed by the Township for the purposes of enforcing this By-law.

13.2 If compliance herewith would be impractical, the provisions of this By-law shall not apply to ambulance, police and fire department vehicles and any vehicles while actually engaged in works undertaken for on behalf of the Township, the United Counties, federal or provincial government or any utility.

13.3 The Township may recover its costs of remedying a violation of this By-law by invoicing the owner, by instituting court proceedings or by adding the cost, including interest, to the tax roll in the same manner as municipal taxes in accordance with section 446 of the Municipal Act, 2001 and the exercise of any one remedy shall not preclude the exercise of any other available remedy.

14. OFFENCES & PENALTIES

14.1 Every person who contravenes any provision of this By-law is guilty of an offence and on conviction is liable to a fine as provided for in the Provincial Offences Act R.S.O. 1990, c. P. 33.

14.2 Every person who contravenes any provision of this By-law, including an order issued under this by-law, is guilty of an offence.

14.3 Every person who is convicted of an offence under this By-law shall be subject to a fine not exceeding \$10,000.00 for each offence and such fine shall be recoverable under the Provincial Offences Act.

14.4 A director or officer of a corporation who knowingly concurs in a contravention of this By-law by the corporation is guilty of an offence and is liable upon conviction to a fine not exceeding \$100,000.00 for each offence and such fines shall be recoverable under the Provincial Offences Act.

14.5 An offence under this By-law constitutes a continuing offence and for each day or part of a day that the offence continues, the fine shall not exceed \$10,000.00.

14.6 The conviction of a person under this By-law shall not operate as a bar to a prosecution against the same person upon any continued or subsequent breach of any provision or order under this By-law and the court may convict such person repeatedly for continued or subsequent breaches of this By-law and the provisions of section 431 of the Municipal Act, 2001 shall further apply to any continued or repeated breach of this By-law.

14.7 Upon a conviction being entered, the court in which the conviction was entered and any court of competent jurisdiction thereafter may, in addition to any other remedy and to any penalty imposed in this By-law, make an order prohibiting the continuation or repetition of the offence by the person convicted.

14.8 Every person who is guilty of an offence under this By-law may, if permitted under the Provincial Offences Act, pay a set fine, and the Chief Judge of the Ontario Court, Provincial Division, shall be requested to establish set fines as set out in Schedule 'A' to this By-law.

15. VALIDITY & SEVERABILITY

15.1 Notwithstanding any section, subsections, clause, paragraph or provision of this By-law, this By-law or parts thereof may be declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or beyond the powers of Council to enact, such section or sections or parts thereof shall be deemed to be severable and that all other sections or parts of this By-law are separate and independent there from and enacted as such as a whole. Same shall not affect the validity or enforceability of any other provisions of this By-law or of the By-law as a whole.

15.2 Any reference to a statute, regulation, by-law or other legislation in this By-law shall include such statute, regulation, By-law or other legislation or provision thereof as amended, revised, re-enacted and/or consolidated from time to time and any successor legislation thereto.

15.3 Where there is any conflict between the provisions of this By-law and any other By-law or legislation, the provisions of this By-law shall prevail to the extent of the conflict.

16. REPEAL

16.1 This By-law repeals By-law No 22-2014 in its entirety, as of the date of the enactment of this By-law.

17. FORCE AND EFFECT

17.1 This By-Law shall come into force and take effect on the date of enactment.

READ a first, second, third time and enacted in Open Council, this 27th day of May 2019.

CAO/Clerk / Deputy Clerk

Mayor / Deputy Mayor

I hereby certify this to be a true copy of By-law No. 19-2019, and that such by-law is in full force and effect.

Date Certified

CAO/Clerk / Deputy Clerk

Section 7

UNFINISHED

BUSINESS

Section 8

CONSENT AGENDA

**CORPORATION OF
THE
TOWNSHIP OF NORTH GLENGARRY**

RESOLUTION # _____

DATE: May 27, 2019

MOVED BY: _____

SECONDED BY: _____

THAT the Council of the Township of North Glengarry received the reports, Public and Planning Minutes from the consent agenda for information purposes only.

Carried

Defeated

Deferred

MAYOR / DEPUTY MAYOR

YEA

NEA

Deputy Mayor: Carma Williams

Councillor: Jacques Massie

Councillor: Brenda Noble

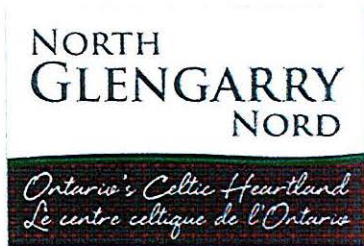
Councillor: Jeff Manley

Councillor: Michel Depratto

Councillor: Johanne Wensink

Mayor: Jamie MacDonald

Section 8



STAFF REPORT TO COUNCIL

Report No: AD-2019-11

May 22, 2019

From: Sarah Huskinson – Chief Administrative Officer/ Clerk

RE: 2019 Workplan – May Update

Recommended Motion:

THAT the Committee of the Whole receives Staff Report No. AD-2019-11.

Background / Analysis:

The CAO/Clerk's Department is presenting Council's with their workplan for 2019. There is a great deal of policy work to be done. The community consultation portion of the Strategic Plan is complete. Staff met to discuss the community consultation results and Council priorities from the strategic planning session. A report will be coming to Council in June with the draft plan.

The training on the meeting management software has begun. Jena, Lise and I are setting up the templates, and training will be forthcoming for both Council and Staff.

A Wellness Committee made up of various staff will be formed in the coming weeks and will have the mandate to improve the health, both physically and mentally, of the staff at North Glengarry. The Wellness Plan will include education (in the form of workshops and newsletters), a wellness challenge, and also information provided to all staff on the current programs offered through Green Shield and our EAP.

In conjunction with the Archives moving, Staff will be working on the records management policy and a records management project, to ensure we are retaining the documents long enough and purging those we do not need to retain.

Details and timelines are attached for Council's review for the remainder of the work to be done in the CAO/Clerk's Department.

Alternatives:

None.

Financial Implications:

None.

Attachments & Relevant Legislation:

None.

Others Consulted:

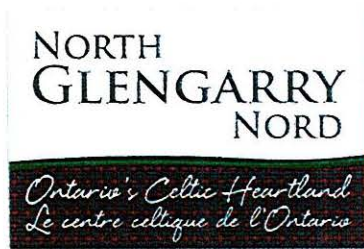
None.



Sarah Huskinson
Chief Administrative Officer/ Clerk

CAO/Clerks Department Tasks		Deliverable	Involvement	2019				2020	Progress	
				Q1	Q2	Q3	Q4			
Strat Plan										
Policies	Code of Conduct for Council	Report to Council	SH, Council	Preparation	Complete					
	Communications Plan	Internal Document	SMT	Preparation	Complete					
	Complaints Protocol Policy	Internal Document	SH, Council		Preparation	Complete				
	Council Staff Relations Policy	Report to Council	SMT, Council		Preparation	Complete				
	Delegation of Authority By-Law	Report to Council	SH, LL		Preparation	Complete				
	HR Policy	Report to Council	SMT	Preparation	Complete					
	Records Management Policy	Report to Council	SH, LL		Preparation	Complete				
	Workplan Violence and Harrassment Policy	Report to Council	SMT, Council	Preparation	Complete				Complete May 2019	
Other		Accountabilty and Transparency Policy	Ongoing	SH	Complete					Complete in March 2019
		Appointment of Integrity Commissioner	Report to Council	SH		Complete				
		Customer Service Training	Training	All Staff		Complete		Complete		
		Emergency Management Training	Training	EMC		Complete				
		E-Scribe Meeting Management	Program	SH, LL, JD	Preparation	Complete				Training has started
		HR filing system	Internal Document	SH, JD	Preparation	Complete				
		Information Technology Replacement Plan	Internal Document	SH, RE		Preparation	Complete			
		Investigation	Ongoing	SH	Preparation	Complete				
		Legal Matters	Ongoing	SH		Preparation	Complete			
		Review of Municipally Owned Land	Internal Document	SMT		Preparation	Complete			
		Strategic Plan	Report to Council	Staff, Council	Preparation	Complete				Community Consultation Complete
	Wellness Program	Program	SH, JD	Preparation	Complete					

Preparation 
Execution 
Complete 



COMMITTEE OF THE WHOLE

KEY INFORMATION REPORT

Report No: COTW CS-2019-07

May 22, 2019

From: Anne Leduc – Director of Community Services

RE: Community Services Department

The table enclosed at the end of this report shows the progress on the various projects undertaken by the Community Services Department.

ADMINISTRATION

Canteens - 2018/2019 Season – The tables below provide information on revenues and sales for the canteens at the Maxville & District Sports Complex and the Glengarry Sports Palace. Neither table contains year-end inventory as this is usually rolled over from year to year.

Maxville & District Sports Centre			
	2019	2018	2018
REVENUES	to May	to May	Year
Sales	\$17,556	\$14,708	\$31,807
EXPENSES			
Wages	\$14,448	\$12,687	\$22,658
Product	\$6,211	\$5,511	\$13,828
	\$20,659	\$18,198	\$36,485
NET	(\$3,103)	(\$3,490)	(\$4,679)

Glengarry Sports Palace			
	2019	2018	2018
REVENUES	to May	to May	Year
Sales	\$19,068	\$19,188	\$42,508
EXPENSES			
Wages	\$7,852	\$11,200	\$19,870
Product	\$7,451	\$9,315	\$21,024
	\$15,303	\$20,515	\$40,894
NET	\$3,765	(\$1,327)	\$1,614

CPJHL Glengarry Highlanders – Arrears to this account date back to 2017/2018. Staff is pleased to report that of the \$7,448.81 owing (\$5,933.48 to the Glengarry Sports Palace and \$1,515.33 to the Maxville & District Sports Complex), \$6,502.00 was recovered for both facilities.

Fireworks – Contracts have been signed with BEM for the fireworks for Canada Day events in Apple Hill, Glen Robertson and Island Park and for December 1st following the Santa Claus Parade in Island Park.

Geese Mitigation Program – Staff has identified 4 nests to date. The geese have moved to areas that are less accessible but staff continues to monitor and oil the eggs nonetheless. Decoys will again be placed around the shore area and staff will again be letting a thin line of natural vegetation grow between the rocks near the parking lot and Derby Street with the hope to deter geese from coming ashore. Our permit expires as of December 2019.

Once this year's reporting is done, Staff will reapply for a 3-year permit with Environment Canada.

A press release regarding the Geese Mitigation Program and the removal of aquatic vegetation at Mill Pond was issued 2 weeks ago, posted to the Township's website and Facebook page, and forwarded to the press.

Removal of Aquatic Vegetation at Mill Pond – Activities are being coordinated with the Director of Public Works to ensure efficient removal of vegetation. The Township is required to notify the Department of Fisheries and Oceans 10 days prior to the start of the removal and to follow mitigation procedures to reduce harm to aquatic species.

EVENTS AND ACTIVITIES

Broomball – Activities started in late April at the Glengarry Sports Palace and continue until the time that the ice is scheduled to be reinstated in mid-August.

Canada Day – The Alexandria Lions Club has once again taken the lead on the Alexandria Canada Day Parade and the celebration at Island Park. The organizing committee meets regularly.

Community Living Zumba – This program is now using the Glengarry Sports Palace as its base with classes on Friday mornings in the Community Hall. This is a flat fee rental.

Flag Football – 5 teams were registered for the Adult Flag Football on Sunday evenings at the Tim Hortons Dome. This program ran for 12 sessions for a total of 33 hours until the end of April. Revenues were at \$3539.82 (plus HST). Turf rentals for 33 hours total \$3183.18 (plus HST).

Journée Unis – The Conseil scolaire de district catholique de l'Est Ontarien hosted Journée Unis on May 10. Over 1,000 youth ranging from Grade 4 to 7 were invited to attend the event. Staff has been told that this 2nd edition was a resounding success and that the CSDCEO is looking at hosting this event again next year.

Kilt Skate – This event took place on February 23, 2019 at the Maxville & District Sports Complex, and was organized by the Royal Canadian Legion branches 423 (Alexandria) and 544 (Claude Nunney Lancaster), the Quigley Highlanders Pipes & Drums, Air Cadet Squadrons 379 Glengarry Mustangs (Alexandria) & 253 Claude Nunney (Lancaster), the SDG Highlanders Army Cadet Corps 57 (Vankleek Hill) and the Townships of North and South Glengarry. Over 150 persons attended and the event

was deemed a great success. We are in the planning stages with South Glengarry to host this event at CharLan in 2020.

Lobsterfest – This event is scheduled for May 25th.

March Spring Break – Skating and Shinny were available at the Glengarry Sports Palace and the Maxville & District Sports Complex during this week. Dedicated Parents & Youth Free Play Time was set aside at the Tim Hortons Dome during four mornings that week. Sports equipment was made available to youth and parents during this time.

Running Program – This new program, led by Jacob Cameron, started on January 14th and ran until March 21st. Classes were held on Mondays and Thursdays on the track at the Tim Hortons Dome. A total of 32 individuals registered for this program which was so successful that a second session was launched on April 1st and will run until May 30th. A total of 34 individuals registered for the second session.

REVENUES	
Session 1	\$2,400
Session 2	\$2,550
	\$4,950
EXPENSES	
Coach Session 1	\$960
Coach Session 2	\$1,020
	\$1,980
NET	\$2,970

Summer Camp – This program is run in partnership with the Glengarry Interagency Group. This year Camp will start on July 2nd and run until August 23rd and children ages 4 till 13 are welcome to participate. It will once again be based out of the Gary Shepherd Hall at Island Park. Fees will remain the same as last year - \$135 / 1st Child, \$95 / 2nd Child and \$85 / 3rd Child +. Day registrations are \$27 / 1st Child, \$19 / 2nd Child and \$17 / 3rd Child +. We have nearly have of the \$22,000.00 in budgeted revenues in registrations at this point.

Staff is working with the Centre de Santé de l'Estrie's nutritionist to offer cooking classes to the Summer Camp every second week during the summer. The classes would take place in the Centre de la Santé's EOHU-approved kitchen.

Swimming Lessons at Island Park – Staff has contacted the Life Saving Society to determine the steps required to certify the beach at Island Park for open water swim lessons. An open-water certified Lifeguard is required on site to run this type of program.

Women's Volleyball – The regular season finished on April 10th and Playoffs were scheduled for April 17th and 24th. The season was extended due to three evenings that were rescheduled due to inclement weather. In all, 8 teams (64 players) participated in 16 sessions for a total of 31.50 hours. Revenues were \$3,681.42 (plus HST). Turf rentals for 31.50 hours total \$3,038.49 (plus HST).

Yoga – There were two yoga sessions this Winter / Spring. The first started on January 17th and ran for a 10 week period. The second started April 1st for 8 weeks. Classes were given on Mondays, Thursdays and Saturdays and the cost for the 10 week session was \$100.00 and for the 8 week session was \$80.00 for unlimited participation during that period. The classes are mostly held at the Glengarry Sports Palace with the exception of a few which are held at Island Park.

Youth Ball Hockey – Two sessions of youth ball hockey are planned for youth ages 7-9 and 10-12. The first is taking place at the Maxville & District Sports Palace. Youth will play 8 games between May 2nd and May 27th. 36 participants have registered for this activity in Maxville. Revenues are \$1,800.00 (no HST as it is a youth program managed by the Township). Floor rentals for 16 hours total \$991.20.

The second session will take place at the Glengarry Sports Palace. Youth will play 8 games between June 3rd and 27th. Jordan Lunny, our Program Coordinator is coordinating this activity.

FACILITIES

Glengarry Sports Palace

Bleachers - The Glengarry Minor Hockey Association will be purchasing a set of bleachers at a cost of \$2,756.80 for the baseball diamonds on the west side of the GSP. The Alexandria Recreation Association is contributing \$1,500.00 in fundraised monies towards a second set of bleachers. The GSP will pay the difference.

Boardroom – The damaged carpet in the boardroom was replaced in January and the room was given a fresh coat of paint. Afterwards, new tables and chairs were purchased. These tables allow staff to configure the boardroom into various set-ups such as conference, classroom, or theatre style. A blue-tooth enabled large-screen tv was installed on the west wall.

Closure of Soccer fields – We have advised the user groups in the community that the soccer fields at the GSP are closed for the summer for maintenance.

Ice start-up – The start-up date is planned for August 15th with an expectation to open on August 24th.

Roof repairs – The ice build-up on the roof caused damage to the ice guards, electrical heating cables and chimney on the south side of the building. Repairs are underway.

Water leak in Refrigeration Plant – A contractor was called in to repair the roof area over the refrigeration room. Water was infiltrating between the roof flashing and the stand for the condenser.

Island Park

Band Shell – As expressed by staff during the budget exercise, the Band Shell was no longer safe for use. The structure was removed and debris carted off to the GFL landfill in Moose Creek. Associations that have used the band shell in the past (mostly for Canada Day events) have been notified that it is no longer available.

Outdoor Exercise Equipment – Staff has been contacted by Community Living regarding fundraising during the September Community Run for an additional piece of outdoor exercise equipment. They have indicated that their clients are frequent users of the park and enjoyed the new equipment that was installed in the fall.

Sidewalk Repairs – The interlocking brick sidewalk shifted this winter and could potentially cause trip hazards. Work is underway (depending on the weather) to level out sections of the walkway and to repair sections near the new asphalt parking area at the north side of the Sandfield Centre.

Soccer Benches - The Wood-working class at the Glengarry District High School has completed the soccer benches for Island Park. The Township has approved \$5,000 in the Island Park Capital Budget towards the cost of materials to build the four benches. The benches were installed the week of May 17th.

Soccer Fields – All soccer fields at Island Park will be available as of the start of the Glengarry Soccer League's official season.

Water Sampling – The Eastern Ontario Health Unit has contacted staff to advise that they will start monitoring at Mill Pond as of the May 18th weekend.

Maxville & District Sports Complex

Heating – Over the winter, staff noticed issues with the level of heat in certain change rooms and in the Community Hall. A contractor was called in and it was identified that some of the duct work had become disconnected and that in certain areas, there were no air returns in other areas. Staff plans to work on duct work alongside a contractor once the ice has been removed from the facility.

Ice start-up – The start-up date is planned for September 3rd with an expectation to open on September 14th.

TSSA inspection – We received the visit from TSSA at the Maxville & District Sports Complex on April 25, 2019. Inspection Orders were issued for the refrigeration plant. The Township was required to develop and enforce "Equipment Operation, Isolation and Lockout Procedures" for the equipment in the refrigeration plant as well as ensure that the Procedure Manual for the refrigeration plant be in effect.

Staff developed the said procedure to comply with TSSA requirements and has advised TSSA that the Procedure Manual has been revised. Prior to start-up, employees will be trained to ensure staff and plant safety.

The same exercise has been performed for the Glengarry Sports Palace with the expectation that when the TSSA inspector visits the facility, they will be targeting the same compliance issues.

Tim Hortons Dome

Reinstatement of Change Rooms and Lobby – The dry sprinkler conversion was successfully performed on May 6th and 7th.

The reinstatement of the change rooms started on May 13th and is progressing well. Work should be completed by May 24th. The installation of the ceramic tile in the change rooms will start on Tuesday, May 20th and should be completed by May 24th. Tapis Ranger is trying to get a worker to work on Friday May 24th and Saturday May 25th to install the strips of tiles from the front entrance door to the Dome entrance.

The goal is to close on the Friday evening and Saturday so that the facility is still available to users during week days when we have the most traffic.

Staff will be removing the lobby furniture, lobby registration desk and cabinets during the week of May 20th in preparation of the tile installation.


A sign will be posted to keep users up to date on the progress of the renovations and the information will be shared on Facebook.


COMMENTS


This report is presented for information purposes only.

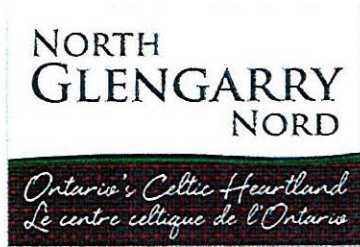
	Community Services Tasks	Deliverable	Involvement	2019				2020	Progress
				Q1	Q2	Q3	Q4		
Other	Admin - Business & Community Awards Gala	Event	AL, TK, MD						
	Admin - Hiring Program Coordinator	Completed	AL, SH						
	Admin - Ice Contract Forms - 2019 Fall Pre-Ice Season	Completed	AL, MD						
	Admin - Ice Contract Forms 2019 / 2020 Season	Ongoing	AL, MD						
	Admin - Lighting of Island Park	Event	AL, JD & Others						
	Admin - Recreation Policies and Procedures	Ongoing	AL, JA, JD, RW						
	Admin - Staff Regulatory Training	Ongoing	AL, JA, JD, RW						
	ComDevCttee - Terms of Reference	Report to Council	AL						
	Dome - Programming - Competitive Soccer League	Ongoing	AL, JL, JD						
	Dome - Programming - Flag Football	Completed	AL, JD						
	Dome - Programming - Running Program 2019 Session 1	Completed	AL, JD						
	Dome - Programming - Running Program 2019 Session 2	Ongoing	AL, JD						
	Dome - Programming - Track for Seniors	Ongoing	AL, JD						
	Dome - Programming - Women's Volleyball	Completed	AL, MD, JD						
	Dome - Programming - Youth Floor Hockey	Ongoing	AL, MD, JA, RW						
	Dome - Reinstatement of flood damages	Ongoing	AL, JD						
	Dome, GSP, MSC, IP - Programming - 2019 Family Day	Completed	Rec Dept						
	Dome, GSP, MSC, IP - Programming - 2019 March Break	Completed	Rec Dept						
	GSP - Audit	Ongoing	AL, MD						
	GSP - Boardroom renovations	Completed	RW						
	GSP - Debt recovery - Glengarry Highlanders	Completed	AL, Finance						
GSP - Programming - Yoga 2019 Session 1	Completed	AL, MD							
GSP - Programming - Yoga 2019 Session 2	Ongoing	AL, MD							
GSP, IP - Soccer Fields (Preparation & Closures)	Ongoing	AL, JD, RW							

GSP, MSC - Plant Procedures	Completed	AL, RW, JA						
GSP, MSC - Programming - Floor Hockey	Ongoing	AL, MD, JA, RW						
GSP, MSC - Refrigeration Plant Certification TSSA	Ongoing	AL, RW, JA						
GSP, MSC - TSSA Lock-out procedure	Completed	AL, JA, RW						
IP - Aquatic Vegetation Removal Permit	Ongoing	AL						
IP - Geese Mitigation Program	Ongoing	AL						
IP - Programming - 2019 Swimming Lessons	Ongoing	AL						
IP - Programming - Summer Camp	Ongoing	AL						
IP - Sidewalk Repair	Ongoing	JD						
MSC - Community Hall Accessible Door	Ongoing	AL, JA						
MSC - Heating renovations	Ongoing	AL, JA						
MSC - Programming - Kilt Skate	Completed	AL, TK & Others						

Preparation 

Execution 

Complete 



STAFF REPORT TO COUNCIL

Report No: COW TR2019-19

May 16, 2019

From: Kim Champigny – Director of Finance/Treasurer

RE: 2019 Workplan – Updated for May

Recommended Motion:

THAT the Committee of the Whole receives Staff Report No. COW TR2019-19 – the Director of Finance/Treasurer 2019 Workplan updated for May 2019.

Background / Analysis:

The Treasury Department is presenting to Council their workplan for updated as of May 2019. There is a great deal of policy work to be done to ensure transparency and consistency. Policies planned include: water/wastewater billing and collection policy; accounts receivable policy; and current policies that need updating.

The Asset Management Software implementation will be a large project with tight deadlines due to the deadline for completion to be eligible for funding. There is a concern for meeting the deadline as the compilation of data is extensive and resources to do this are minimal. Currently there is only me and the Public Works Administration Assistant who are working on this, but other commitments of our regular duties are making it very tough to move fast on this.

A big focus for the Department will be continued tax collection to reduce arrears. The Acting Tax Collector is being shadowed by the newly hired Tax Collector to learn the position including collections, billing, etc. This will continue until December 31, 2019.

The first quarter CWWF federal portion of the Maxville water project claim has been submitted.

To reduce risk, the Accounts Receivable/Utility Billing, Accounts Payable, and Payroll functions will all have alternate backup staff trained to do these functions. Jena Doonan has been started training in the Accounts Receivable/Utility billing process as a backup to that position. It is anticipated that Jena will start training in Accounts Payable function in June. Currently I am training as the backup for payroll.

Currently there are numerous grant applications and reporting requirements that are currently underway.

Alternatives:

None.

Financial Implications:

None.

Attachments & Relevant Legislation:




None.

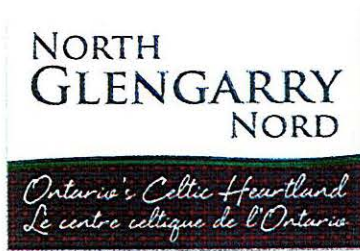
Others Consulted:



Reviewed and Approved by:
Sarah Huskinson, CAO/Clerk

Treasury Department Tasks		Deliverable	Involvement	2019				2020	Progress
				Q1	Q2	Q3	Q4		
Strat Plan	Update provided to CAO	Template Completed	KC		Yellow				
Policies	Accounts Receivable Policy	Policy approved by Council	SM, KC			Green			
	Utility Billing Policy	Policy approved by Council	SM, KC			Green			
	Travel Policy	Policy approved by Council	KC, SH	Blue					Approved by council
	Review Records Retention Policy	Policy approved by Council	KC, SH		Green				
	Credit Card Policy	Council	KC, SH		Green				
	New Check Pro procedures have been documented	Procedure created	SM, KC	Blue					
Other	Asset Management Software Implementatin	Software installed and staff trained resulting in a usable product	Dept		Green	Yellow			Resources to complete could be an issue
	Council Remuneration Bylaw	Bylaw Approved	KC, SH	Blue					
	Review Tax Arrears, more letters, and tax collection	Increased Collections, reduced arrears and increased cash flow	LL, KC	Blue		Green			
	Sale of 2018 registered tax sale property	Cash for sale of property	KC, RM, SH				Yellow		Potential of over 20 properties for sale in the fall.
	Water rates Maxville	Confirmed water rates approved for Maxville	KC, RM, SH			Green			
	10 year capital plan template to directors	Plan sent and completed by Directors for 2020 budget	KC, Directors				Yellow		
	Rescind FGT bylaw for bridges only	Rescind Bylaw	KC			Green			
	Variance reports - Monthly to Directors	Variance reports delivered to Directors	KC	Blue					
	2020 Budget	Budget complete	KC, Directors			Green			
	A/R and Utility training for backup	Trainee completes A/R	KC, SM, JD		Yellow	Blue			
	A/P training for backup	Trainee completes A/P	KC, RK, JD		Green	Yellow			
	Payroll training for backup	Trainee completes payroll	KC, RK, JD		Yellow				
	RBC Form 349	Form submitted to RBC	KC	Blue					
	Hire New Tax Collector	Tax Collector Hired	KC, LL, RK		Blue				
	Municipal Audit	Audit Complete	KC, RK, SM, LL, LL		Green	Yellow			
	Maxville Water Project Funding	Funding from grants or LTD complete	KC, RK		Yellow	Yellow	Yellow		Continue review for bridge financing. Awaiting confirmation from province
	Checkpro Automatic Deposit	Automatic Cheque Deposits	KC, SM, LL	Blue					Great, efficient tool with backup staff positions.
	Employee BBQ	BBQ complete	All employees			Green			Sarah set it for June
	Year End Financial Processing	Audited financial statements	SM, RK, KC		Yellow	Yellow			
	CWWF Claim Jan 1 - Mar 31/19	Claim submitted	KC		Blue				Claim is \$1,241,080
	CWWF Claim Apr 1/19 - Jun 30/19	Claim submitted	KC			Yellow			
	CWWF Claim Jul 1/19 - Sep 30/19	Claim submitted	KC				Yellow		
	ICIP Grant application Creek Road Bridge	Claim submitted	KC		Blue				Application Submitted
	OCIF Annual Reporting	Claim submitted	KC			Yellow			Due end of June
	Main Street Revitalization Grant reporting	Claim submitted	KC		Blue				Submitted Ma/19
	Creation of new building permit deposit tracking form	Balances to GL monthly	KC, JR, CL		Blue	Yellow	Yellow		Procedures clarified. Hopefully perfect for Q2
	Creation of cost centres for capital	Cost centres complete	KC, SMT		Blue				
Creation of Tax Bill Inserts	inserts	KC, TK, SH			Yellow				

Preparation 
Execution 
Complete 



STAFF REPORT TO COMMITTEE OF THE WHOLE

Report No: BP-2019-07

May 22, 2019

From: Jacob Rheume – Chief Building Official / Director of Building, By-law & Planning

RE: 2019 Work Plan

Recommended Motion:

THAT the Committee of the Whole receives Staff Report No. BP-2019-07 – the Director of Building, By-law & Planning 2019 Work Plan.

Background / Analysis:

The Building, By- Law & Planning Department is presenting the Committee of the Whole with their work plan update for 2019.

The Planning department is required to update the Comprehensive Zoning By-law, although part of the work has started prior to 2019, it still needs to be reviewed and implemented to include new cannabis regulations, which we are working on. Our Planner has already started to work with JL Richards to update the Comprehensive Zoning By-law. We are still in the process of reviewing what was done and what will need to be done, while trying to save consultation costs. A new Site Plan Control By-law will also be put in place for an easier process for the land owners and developers. We will also discuss a Sub-Division application process for the future, our Planner also has started to do some research on what would be required from developers in order to get the Ministry's approval for new subdivisions within the Urban Settlement Area of Alexandria. Also note that there is still the LPAT appeal for the Official Plan in progress.

The Planning department will be bringing forward a draft Zoning Amendment for cannabis use, a zoning amendment is to be done for our current Zoning By-law, which does not include any definitions or general provisions pertaining to cannabis production, processing, cultivation or use. A quick survey of some neighboring Townships demonstrates that the Township is not the only one that is not currently up to date as most Townships are still wondering some of the uses, definitions, etc. The province is clear on some issues, like the consideration for cannabis

cultivation is considered “agricultural”, but the processing and selling of the cannabis is not as precise and some studies are required.

The Planning Department is also working on a strategy for the Tree Canopy/Forest Conservation By-law. A By-law has to be in place and respect multiple other documents like the Official Plan, the Zoning By-law, the Planning Act, the Modernizing Ontario Municipal Legislation Act, the Forestry Act, the Farming and Food Production Protection Act, the Ontario Farmer’s Association, among many others. We are working on finding a fair middle for farmers who wants to grow and develop and for forest and neighboring areas. This should be brought up in June for review and discussions.

The By-law Enforcement Officer will be taking on more dog enforcement and animal control; most of the By-law creation/review relates to animal control, including dogs and livestock, poundkeeping, etc. There is currently an agreement in place for all Townships of SDG for a dog catcher until the end of 2019 but we are looking into some other options for after, along with the other Townships. We recently decided that it was of best interest for North Glengarry to pull out of a joint kennel for animal control throughout the United Counties. The By-law Enforcement Officer and the Department are currently working on a new Animal Control By-law, a Poundkeeper By-law and an Exotic/Prohibited Animal By-law. The By-law Enforcement Officer will be going ahead with the same complaint tracking system software as the Public Works Department.

The Clean Yards is also being implemented for better enforcement coverage and a first draft will be presented to the Committee of Whole for discussion later. The proposed Clean Yards By-law sets out minimum standards for properties in the Township of North Glengarry including some rules on litter, waste and property maintenance to help ensure that properties are safe, clean and attractive in relation to adjacent properties. There is one already in place but this new proposed By-law is much more explicit and provides for better coverage.

The Poundkeeper By-law is also being presented to the Committee of Whole for discussion later. In recent years, the Township’s By-law Department has received multiple complaints concerning animals running at large, on public places, on neighboring properties, on road allowances, etc. The purpose of this By-law is to deal, in timely fashion, with issues that require immediate action due to health and safety concerns for example, a horse on public highway, etc.

The Building Department is in the middle of the process for two new developments; Site Plan Control will be in effect for both so Council will be made aware with them when they go through; SPDA will be presented to Council in the next month. The Department is working alongside IT to create newer software for Building Permit Applications & tracking system being linked with Zoning. Some updates like civic numbers, severances and ZBA need to be done prior. The sign By-law will also be reviewed.

Approximately 20 Building Permit Applications came in during the last 2 weeks, projects like accessory storage buildings, decks, pools, renovations along with 2 semi-detached and other

bigger additions are being applied for. Important to note that many inquiries about new development within the Alexandria Urban Settlement Area have been brought up. I also got some phone calls for development within the Maxville Urban Settlement Area.

Another important topic for the Building Department is how it will deal with all the Maxville water project connections, more specifically inside the buildings, as the Ontario Building Code does not deal with the municipal services, but only from the building/foundation in. Along with the CAO, it was determined that the issuance of a Building Permit would be preferable, fees still needs to be discussed. A Building Permit Application that is signed by an owner gives the Chief Building Official the right of entry inside a building to inspect, as per Building Code Act. We specifically want to inspect things like cross connections (some owners will want to keep their wells, some will be disconnected), air gaps and hose bibs backflows, meter installation with required valves, sump pumps discharge into storm sewers vs. sanitary sewers, etc.

Alternatives:

None.

Financial Implications:

No financial implications to the Township

Attachments & Relevant Legislation:

None.

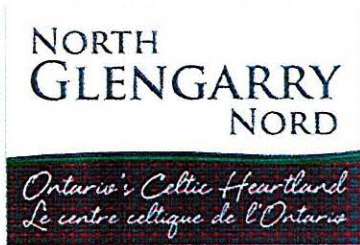
Others consulted:

Todd McDonell, *By-law Enforcement Officer*
Kasia Olszewska, *Planner*



Reviewed by
Sarah Huskinson – CAO/Clerk

Building, Planning, By-Law Department Tasks		Deliverable	Involvement	2019				2020
				Q1	Q2	Q3	Q4	
Strat Plan								
Policies	Draft Zoning By-law Review (2017)	Approved by Council	KO, JR					
	Cannabis use - Zoning By-law Amendment	Approved by Council	KO					
	Creation of Site Plan Control By-law	Approved by Council	KO					
	Creation of Animal Control By-law (SDG)	Approved by Council	TM, JR					
	Creation of Livestock/Poundkeeper By-law	Approved by Council	TM, JR					
	Review of Clean Yards By-law	Approved by Council	TM, JR					
	Review of Garage Sale By-law	Approved by Council	TK, JR					
	Review of Sign By-law	Approved by Council	JR					
Other	Main Street Renewal Project	Ongoing Planning/ Public Works/ SDG project	KO, RM, TK					
	Town Core & Rural Cycling Project	Ongoing Planning/ Ec. Dev./ SDG project	KO, TK					
	Update of current GIS	IT building a new software for building permits and zoning references and tracking	KO, JR					
	Ongoing ZBA, MV	Ongoing Planning	KO					
	Ongoing Consent Applications	Ongoing Planning	KO					
	Ongoing OP Appeal (SDG)	Ongoing Planning/ Township and SDG Appeal	KO					
	2 large scale project Building/Site Plan	New development in the Township	KO, JR					
	Building Permit Application & Tracking Software	IT building a new software for building permits and zoning references and tracking	RE, JR					
	Dog tags tracking	By-law Officer to overlook the entered date	TM, CL					
	By-law/Complaint Software	Easier and simpler tracking software for complaints	TM, CL					
	Nutrient Management Plan training/update	New training required to ensure OMAFRA compliance	JR					
	Review Dog Catcher Duties	Current contract to expire	TM, JR					
	Ongoing By-law Complaints	Ongoing By-law	TM					
	Ongoing Building Permit Applications	Ongoing Building	JR					
	Outstanding Building Permits (Hospital/Schools)	Hospital and Schools have some outstanding building permits and needs to be closed	CL, JR					
	Office Painting	All Township offices to be repainted	JR					
Maxville Water Connections	Ongoing	JR						



STAFF REPORT TO COUNCIL

Report No: COW FS-2019-03

May 22, 2019

From: Pat Gauthier - Fire Chief

RE: 2019 Work Plan

Recommended Motion:

That the Committee of the Whole receives Staff Report No. COW FS-2019-03 the Fire Chief's 2019 Work Plan update.

Background / Analysis:

Last Work Plan update: April 2019

COMMUNICATIONS

Report prepared for Council regarding Maxville antenna site and new paging system. For closed session.

TRAINING FACILITY

We are coordinating carefully with Public Works in order to ensure the project is completed on time and on budget.

Fire Management met with Raisin Region Conservation Authority staff to address their concerns. The meeting went well and the RRCA had no concerns with our proposed facility. We are preparing a full report for the RRCA so everyone is on the same page.

FIREWELLS

The RRCA had no issues with our proposed water source to be located at the training facility.

STATION RENOVATIONS

We are moving ahead with construction of office space at station 1. Work will be starting soon and we expect to finish in the fall.

Station 1 will require a drain in the north-east corner of the tarmac. We are working with Public Works to get this project done.

POLICIES AND PROCEDURES

Work has begun on operating procedures. Expect to complete by the fall.

RECORDS MANAGEMENT SYSTEM (BeeOn)

Training has begun for admin staff. Training for District Chiefs will begin this month.

TRAINING

All NGFD firefighters are currently being trained in Rapid Intervention and Firefighter Survival. This is a 5 phase program taught by an outside instructor. The program is going well.

PPE MAINTENANCE, AIR MANAGEMENT

All SCBA bottles are going for hydrostatic testing. This work will be completed by end of June.

AID AGREEMENTS, F.D. REVIEW/RISK ASSESSMENT, BY-LAW REVIEW

Drafts are expected to be completed in August and available for full review by OFM Field Advisors in September.

A report regarding automatic aid has been prepared for Council

Alternatives:

None.

Financial Implications:

See report

Attachments & Relevant Legislation:

Communications project report

Others Consulted:

Deputy Fire Chief



Reviewed and Approved by:
Sarah Huskinson, CAO/Clerk

Fire Department Tasks		Deliverable	Involvement	2019				2020	Progress
				Q1	Q2	Q3	Q4		
Strat Plan									
Capital Projects	Communications	Project approved by Council	MR,PG	Green	Yellow	Blue		Report for Council	
	Training Facility	Project approved by Council	PG,MR	Green	Yellow	Blue		Working with PW	
	Firewells	Project approved by Council	PG,MR	Green	Yellow	Blue		Working with PW	
	Station Renovations	Project approved by Council	PG		Green	Yellow	Blue	Int. and Ext. renos soon	
Other	Policies and Procedures	Requires updating	PG,Committee		Green	Yellow	Blue	Preparation, assigning tasks	
	Record Management System	2018 Capital project	MR,PG,ICO Tech	Green	Yellow	Blue		Training started	
	Training program (All Members)	NFPA 1001	MR,PG	Yellow	Yellow	Blue		Phase 3 RIT completed	
	PPE Maintenance	NFPA 1851	MR,PG	Yellow	Blue			Full program in place	
	Air Management Program	NFPA 1989	PG,MR	Yellow	Blue			Final prog. review in progress	
	Aid Agreements	FPPA	PG	Green	Yellow	Yellow	Blue	Report for Council	
	F. D. Review and Risk Assessment	FPPA	PG	Green	Yellow	Yellow	Blue	Ongoing	
	Review By-laws	OFM template	PG		Green	Yellow	Blue	Ongoing	

Preparation 
Execution 
Complete 



COMMITTEE OF THE WHOLE

KEY INFORMATION REPORT

Report No: COTW PW-2019-05

May 20, 2019

From: Dave Malcolm – Director of Public Works

RE: Overview of Activities of the Public Works Department

Maxville Water Project

The Maxville Water Project is on schedule and within budget:

<u>Contract</u>	<u>% Complete</u>	<u>Projected Cost (excl. HST)</u>
1. Maxville Distribution System	90%	\$ 11,646,000
2. Maxville Elevated Storage Tank	95%	\$ 2,531,000
3. Transmission Main	90%	\$ 8,797,000
4. Booster Station	10%	\$ 1,844,000
5. <u>Treatment Plant Upgrades</u>	<u>Final Design</u> (in Progress)	<u>\$ 3,919,000</u>
Total Cost (excl. HST)		\$ 28,737,000

Note: EVB is now in the Final Design phase of the Water Treatment Plant Upgrades. We expect to receive the 90% design documents from EVB for Township review, by approximately mid-July. A number of provisional items will be included in the final design for this contract. Decisions on implementation of provisional items may be partially influenced by the availability of funds remaining within the project budget, as it approaches its conclusion.

Transmission Line:

Cleanup along the transmission line has begun, with Malyon currently attending to Auld McMillan Road and the crossings along County Road 22. Once that work is complete, they will begin the cleanup of ditches along the route, beginning at Maxville & working eastward, followed by repairs to lawns and driveway entrances.

Complaints update:

Complaints relating to the construction work both in the village and along the transmission line are being addressed and tracked by Public Works, in collaboration with EVB. A number of complaints have also been registered by property owners in the town, claiming that water infiltration in their basements, caused by the Project. Inspections carried out before & after by an independent building inspector indicate that in most cases, these claims are without merit.

Roads

Asphalt

The asphalt (hot mix) tender done jointly with SDG came in approximately \$63,000 higher than the budget (\$467,000 vs \$404,000). Some of the planned asphalt work may be postponed until 2020, if required to remain within budget. A proposed list of the sections of roads in question will be presented to Council for approval.

Double Surface Treatment

Roch Lajoie will be reviewing double surface treatment roads done in 2018 with the contractor this week to address apparent quality issues that may be covered under warranty. (e.g. Concessions 1, Concession 4)

Gravel

The 2019 annual tender for aggregate was awarded to Coco Paving. (\$ 317,550)

Bridges

Two (2) of the four (4) bridges for which capital work had been planned for 2019 are complete, while design work has yet to be completed for the remaining bridges.

Water Works

On Thursday, May 2, the raw water intake pipe for Alexandria Water Treatment Plant was damaged when a contractor unknowingly severed the 14" pipe. While the water flow was lost to the plant, citizens continued to receive their water from the Alexandria Water Tower and at no point was water quality compromised. By May 6, the Water Plant was back to normal operations, thanks to the training, planning and hard work of the team, led by Environmental Services Manager Dean McDonald.

Sewage Treatment

AECOM claims to be on target on the design of the Alexandria Sewage Works Upgrade project, as follows:

- 90% Design for Township Review: mid-July 2019
- 100% Design & Tender Docs: end August 2019

Drainage

This spring has been relatively uneventful for the drainage superintendent.

R.A.R.E.

In early April, the person replacing the administrative assistant at the R.A.R.E. plant resigned, leaving the plant manager in need of a replacement for 5-6 months, when the permanent administrative assistant is expected to return from maternity leave. After a search, a suitable replacement has been identified and is expected to begin work shortly, once the necessary due diligence has been completed.

On Friday, May 17th, 2019 the R.A.R.E. Plant Manager attended the Eastern Ontario Waste Sector Meeting in Smith's Falls, Ontario. This meeting provides an Overview of Waste Sector issues Impacting the Municipal & Private Sectors and is a valuable networking opportunity for professionals and managers in the field.

Asset Management

The following were purchased in support of the Asset Management Plan:

- Tender RDS 2019-01, the tender for the purchase of two model year 2019 Chevrolet Silverado work trucks was awarded to Laplante GMC. (\$ 72,035.82)
- Tender RDS 2019-03, the tender for the purchase of a tandem truck was awarded to ELP. (\$ 273,565)

Interdepartmental Collaboration

Fire Department

- Backhoe & operator now on loan to Fire Department to assist in clearing land for their planned training centre.
- Catch basin to be installed on tarmac of Station 1 to address longstanding drainage problems.

Comments

This report is presented for information purposes only.

THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY

PUBLIC MEETING

Monday, February 11th, 2019
Council Chambers
Centre Sandfield Centre
102 Derby Street West, Alexandria, ON

A Public Meeting was held in the Council Chamber on Monday, February 11th, 2019 at 6:30 p.m.

PRESENT: **Mayor** – Jamie MacDonald
Deputy Mayor – Carma Williams
Councillor (Lochiel Ward) – Brenda Noble
Councillor (Maxville Ward) – Johanne Wensink
Councillor (Kenyon Ward) – Jeff Manley
Councillor (Alexandria Ward) – Michel Depratto
CAO/Clerk – Sarah Huskinson
Planning Department – Chantal Lapierre

REGRETS: **Councillor (At Large)** – Jacques Massie

1. PUBLIC MEETING CALLED TO ORDER

The chair of the Committee called the Meeting to order at 6:30 p.m.

2. ACCEPT THE AGENDA

Resolution No. 1

Moved by: Johanne Wensink

Seconded by: Jeff Manley

That the Council of the Township of North Glengarry accepts the Public meeting agenda of Monday, February 11th, 2019.

Carried

3. ACCEPT THE MINUTES

Resolution No. 2

Moved by: Jeff Manley

Seconded by: Johanne Wensink

That the Council of the Township of North Glengarry accepts the minutes of the Public Meeting of Monday, January 14th, 2019.

Carried

The Meeting was then turned over to the Planning Department – Chantal Lapierre

4. ZONING AMENDMENTS

a) No. Z-01-2019

Owner: Wilko Finger

Location: 21695 Laggan-Glenelg Rd., Dalkeith

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

b) No. Z-02-2019

Owner: Ronald Theoret

Location: St. James St., Alexandria

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

5. OLD BUSINESS

6. NEW BUSINESS

7. NOTICE OF MOTION

8. ADJOURNMENT

Resolution No. 3

Moved by: Brenda Noble

Seconded by: Michel Depratto

There being no further business to discuss, the meeting was adjourned at 6:45 p.m.

Carried

CAO/Clerk/Deputy Clerk

Mayor/Deputy Mayor

THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY

PLANNING COMMITTEE MEETING

Monday, February 11th, 2019
Council Chambers
Centre Sandfield Centre
102 Derby Street West, Alexandria, ON

A Public Meeting of Planning was held in the Council Chamber on Monday, February 11th, 2019 at 6:30p.m.

PRESENT: **Mayor** – Jamie MacDonald
Deputy Mayor – Carma Williams
Councillor (Lochiel Ward) – Brenda Noble
Councillor (Maxville Ward) – Johanne Wensink
Councillor (Kenyon Ward) – Jeff Manley
Councillor (Alexandria Ward) – Michel Depratto
CAO/Clerk – Sarah Huskinson
Planning Department – Chantal Lapierre

REGRETS: **Councillor (At Large)** – Jacques Massie

1. PUBLIC MEETING CALLED TO ORDER

The chair of the Committee called the Meeting to order at 6:30 p.m.

2. ACCEPT THE AGENDA

Resolution No. 1

Moved by: Carma Williams

Seconded by: Michel Depratto

That the Council of the Township of North Glengarry accepts the Planning Committee meeting agenda of Monday, February 11th, 2019.

Carried

3. ACCEPT THE MINUTES

Resolution No. 2

Moved by: Johanne Wensink

Seconded by: Jeff Manley

That the Council of the Township of North Glengarry accepts the minutes of the Planning Committee Meeting of Monday, January 14th, 2019.

Carried

The Meeting was then turned over to the Planning Department – Chantal Lapierre

4A. ZONING AMENDMENTS

a) No. Z-01-2019

Owner: Wilko Finger

Location: 21695 Laggan-Glenelg Rd., Dalkeith

Resolution No. 3

Moved by: Brenda Noble

Seconded by: Michel Depratto

That the Planning Committee recommend approval of zoning amendment **Z-01-2019** and that the application be forwarded to the Council of the Township of North Glengarry for further consideration and approval.

Carried

b) No. Z-02-2019

Owner: Ronald Theoret

Location: St. James Street, Alexandria

Resolution No. 4

Moved by: Jeff Manley

Seconded by: Johanne Wensink

That the Planning Committee recommend approval of zoning amendment **Z-02-2019** and that the application be forwarded to the Council of the Township of North Glengarry for further consideration and approval.

Carried

4B. SEVERANCES

a) No. B-111/18

Owner: Gerry Deguire **Agent:** Rolland Bellefeuille

Location: 100 Front St. E., Alexandria

Resolution No. 5

Moved by: Michel Depratto

Seconded by: Brenda Noble

That the Planning Committee recommend approval of severance application **B-111/18** as per the conditions recommended by the planning department.

Carried

b) No. B-1/19

Owner: The Estate of Annette Dumouchel

Location: 19965 County Rd 43, Alexandria

Resolution No. 6

Moved by: Jeff Manley

Seconded by: Johanne Wensink

That the Planning Committee recommend approval of severance application **B-1/19** as per the conditions recommended by the planning department.

Carried

c) No. B-2/19

Owner: 1113250 Ontario Inc.

Location: 57 Main St. North, Alexandria

Resolution No. 7

Moved by: Michel Depratto

Seconded by: Brenda Noble

That the Planning Committee recommend approval of severance application **B-2/19** as per the conditions recommended by the planning department.

Carried

5. OLD BUSINESS

6. NEW BUSINESS

7. NOTICE OF MOTION

8. ADJOURNMENT

Resolution No. 8

Moved by: Carma Williams

Seconded by: Michel Depratto

There being no further business to discuss, the meeting was adjourned at 7:02 p.m.

Carried

CAO/Clerk/Deputy Clerk

Mayor/Deputy Mayor

Section 9

NEW BUSINESS

Section 10

NOTICE OF MOTION

Section 11

QUESTION PERIOD

Section 12

CLOSED SESSION

BUSINESS

**CORPORATION OF
THE
TOWNSHIP OF NORTH GLENGARRY**

RESOLUTION # _____

DATE: May 27, 2019

MOVED BY: _____

SECONDED BY: _____

Proceed "In Closed Session",

Identifiable Individual (as this matter deals with personal matters about an identifiable individual, including municipal or local board employees they may be discussed in closed session under sections 239 (2)(b) of the *Ontario Municipal Act*);

Potential litigation (as this matter deals with litigation or potential litigation, including matters before administrative tribunals affecting the municipality or local board they may be discussed in closed session under sections 239 (2)(e) of the *Ontario Municipal Act*);

And adopt the minutes of the Municipal Council Closed Session meeting of May 13, 2019

Carried

Defeated

Deferred

MAYOR / DEPUTY MAYOR

YEA

NEA

Deputy Mayor: Carma Williams

Councillor: Jacques Massie

Councillor: Brenda Noble

Councillor: Jeff Manley

Councillor: Michel Depratto

Councillor: Johanne Wensink

Mayor: Jamie MacDonald

Section 12

**CORPORATION OF
THE
TOWNSHIP OF NORTH GLENGARRY**

RESOLUTION # _____

DATE: May 27, 2019

MOVED BY: _____

SECONDED BY: _____

Adopt Minutes of "In Camera" Session

That the minutes of the Municipal Council "In Camera" session meeting May 13, 2019 be adopted as printed.

Carried

Defeated

Deferred

MAYOR / DEPUTY MAYOR

YEA

NEA

Deputy Mayor: Carma Williams

Councillor: Jacques Massie

Councillor: Brenda Noble

Councillor: Jeff Manley

Councillor: Michel Depratto

Councillor: Johanne Wensink

Mayor: Jamie MacDonald

**CORPORATION OF
THE
TOWNSHIP OF NORTH GLENGARRY**

RESOLUTION # _____

DATE: May 27, 2019

MOVED BY: _____

SECONDED BY: _____

That we return to the Regular Meeting of Council at _____.

Carried

Defeated

Deferred

MAYOR / DEPUTY MAYOR

	YEA	NEA
Deputy Mayor: Carma Williams	_____	_____
Councillor: Jacques Massie	_____	_____
Councillor: Brenda Noble	_____	_____
Councillor: Jeff Manley	_____	_____
Councillor: Michel Depratto	_____	_____
Councillor: Johanne Wensink	_____	_____
Mayor: Jamie MacDonald	_____	_____

Section 13

CONFIRMING BY-LAW

**CORPORATION OF
THE
TOWNSHIP OF NORTH GLENGARRY**

RESOLUTION # _____

DATE: May 27, 2019

MOVED BY: _____

SECONDED BY: _____

That the Council of the Township of North Glengarry receive By-law 21-2019; and

That Council adopt by-law 21-2019 being a by-law to adopt, confirm and ratify matters dealt with by Resolution and that By-law 21-2019 be read a first, second, third time and enacted in Open Council this 27 day of May, 2019.

Carried

Defeated

Deferred

MAYOR / DEPUTY MAYOR

Deputy Mayor: Carma Williams

Councillor: Jacques Massie

Councillor: Brenda Noble

Councillor: Jeff Manley

Councillor: Michel Depratto

Councillor: Johanne Wensink

Mayor: Jamie MacDonald

YEA

NEA

Section 13 Item a

THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY

**BY-LAW 21-2019
FOR THE YEAR 2019**

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

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

WHEREAS it is deemed expedient that the proceedings, decisions and votes of the Council of the Corporation of the Township of 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 of May 27, 2019 in respect to each motion passed and taken by the Council at its meetings, is hereby adopted, ratified and confirmed, as if each resolution or other action was adopted, ratified and confirmed by its separate by-law; and;
2. **THAT** the Mayor and the proper officers of the Township of 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 27 day of May, 2019.

CAO/Clerk / Deputy Clerk

Mayor / Deputy Mayor

I, hereby certify that the forgoing is a true copy of By-Law No. 21-2019, duly adopted by the Council of the Township of North Glengarry on the 27 day of May, 2019.

Date Certified

CAO/Clerk / Deputy Clerk

Section 14

ADJOURN

**CORPORATION OF
THE
TOWNSHIP OF NORTH GLENGARRY**

RESOLUTION # _____

DATE: May 27, 2019

MOVED BY: _____

SECONDED BY: _____

There being no further business to discuss, the meeting was adjourned at _____.

Carried

Defeated

Deferred

MAYOR / DEPUTY MAYOR

YEA

NEA

Deputy Mayor: Carma Williams

Councillor: Jacques Massie

Councillor: Brenda Noble

Councillor: Jeff Manley

Councillor: Michel Depratto

Councillor: Johanne Wensink

Mayor: Jamie MacDonald

Section 14