

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

Monday, December 14, 2020, 7:00 p.m.

Via Zoom

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

- 1. CALL TO ORDER**
- 2. DECLARATIONS OF PECUNIARY INTEREST**
- 3. ACCEPT THE AGENDA (Additions/Deletions)**
- 4. ADOPTION OF PREVIOUS MINUTES**
  - a. Regular Meeting of Council November 23, 2020
- 5. DELEGATION(S)**
- 6. STAFF REPORTS**
  - a. Administrative Department
    1. Respectful Conduct Policy
    2. Insurance RFP
    3. ICIP COVID-19 Stream- Local Government Intake
  - b. Treasury Department
    1. Safe Restart Reserve
    2. Register Notice of Vesting
  - c. Planning/Building & By-law Enforcement Department
    1. Xplornet Communications Site (communication tower) – ON7971 Glen Andrew
  - d. Public Works Department
    1. Beaver Management By-Law
- 7. UNFINISHED BUSINESS**
- 8. CONSENT AGENDA**
  - a. RRCA - Nov 19, 2020 Board of Directors Meeting Highlights
  - b. Community Development Committee Minutes - October 28, 2020
  - c. Arts, Culture and Heritage Committee Minutes - November 2, 2020
- 9. NEW BUSINESS**

**10. NOTICE OF MOTION**

Next Regular Public Meeting of Council

Monday, January 11, 2021 at 7:00 p.m. via zoom

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**

Disposition of Land (as this matter deals with a proposed or pending acquisition or disposition of land by the municipality or local board they may be discussed in closed session under sections 239 (2)(c) of the *Ontario Municipal Act*);

Legal (as this matter deals with advice that is subject to solicitor-client privilege, including communications necessary for that purpose they may be discussed in closed session under sections 239 (2)(f) of the *Ontario Municipal Act*);

And adopt the minutes of the Municipal Council Closed Session meeting of November 9, 2020 and November 18, 2020.

**13. CONFIRMING BY-LAW**

- a. By-law 50-2020

**14. ADJOURN**

# **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:** Monday, December 14, 2020

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**Moved by:** Carma Williams

**Seconded by:** Jacques Massie

That the Council of the Township of North Glengarry accepts the agenda of the Regular Meeting of Council on Monday December 14, 2020.

**Carried**

**Deferred**

**Defeated**

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Mayor / Deputy Mayor

## **Section 4**

# **ADOPTION OF PREVIOUS MINUTES**

**CORPORATION OF THE  
TOWNSHIP OF NORTH GLENGARRY**

**Resolution #**

**Date:** Monday, December 14, 2020

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**Moved by:** Jacques Massie

**Seconded by:** Brenda Noble

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

Regular Meeting of Council – November 23, 2020

**Carried**

**Deferred**

**Defeated**

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Mayor / Deputy Mayor

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

**Regular Meeting of Council**

**Monday, November 23, 2020, 7:00 p.m.**

**Via Zoom**

**PRESENT:** Mayor: Jamie MacDonald  
Deputy Mayor: Carma Williams  
Councillor: Jacques Massie  
Councillor: Brenda Noble  
Councillor: Jeff Manley  
Councillor: Johanne Wensink  
Councillor: Michael Madden

**ALSO PRESENT:** CAO/Clerk: Sarah Huskinson  
Director of Community Services: Anne Leduc  
Treasurer & Director of Finance: Kimberley Goyette  
Planner: Kasia Olszewska

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

**Resolution No. 1**

**Moved by:** Carma Williams

**Seconded by:** Jacques Massie

That the Council of the Township of North Glengarry accepts the agenda of the Regular Meeting of Council on Monday November 23rd, 2020.

**Carried**

- 4. ADOPTION OF PREVIOUS MINUTES**

**Resolution No. 2**

**Moved by:** Jacques Massie

**Seconded by:** Brenda Noble

That the minutes of the following meetings be adopted as circulated

Regular Meeting of Council - November 9, 2020

Special Meeting of Council - November 18, 2020

Committee of the Whole Meeting - November 18, 2020

**Carried**

- 5. DELEGATION(S)**



**6. STAFF REPORTS**

a. Administrative Department

1. 2021 Meeting Schedule

**Resolution No. 3**

**Moved by:** Brenda Noble

**Seconded by:** Jeff Manley

THAT the Council of the Township of North Glengarry receives Staff Report No. AD-2020-19

And THAT the Council of the Township of North Glengarry accepts the 2021 Meeting Schedule as attached in Schedule "A"

**Carried**

b. Community Services Department

1. 2021 Budget pre-approval to hire Development and Marketing Coordinator

**Resolution No. 4**

**Moved by:** Jeff Manley

**Seconded by:** Michael Madden

THAT Council accepts staff report CS-2020-27; and

THAT Council pre-approves the sum of \$80,000.00 in the 2021 Economic Development Capital Budget to hire the Development and Marketing Coordinator to implement the Development and Marketing Strategy.

**Carried**

2. MRAC 2020 Capital Transfers

**Resolution No. 5**

**Moved by:** Michael Madden

**Seconded by:** Johanne Wensink

THAT the Council for the Township of North Glengarry receives the Staff Report No. CS-2020-28; and

THAT Council approves the Capital Budget transfers recommended by the Recreation Advisory Committee according to the information listed below:

Transfer of \$6,2000 to Glen Robertson GL-1-5-7006-8000 to proceed with the retrofitting of LED lights
\$3,000 from Alexandria Recreation GL-1-5-7001-8000
\$1,000 from Father Gauthier Recreation GL 1-5-7005-8000
\$1,000 from Laggan Recreation GL 1-5-7009-8000
\$1,200 from Maxville Recreation GL 1-5-7010--8000

**Carried**

c. Treasury Department

1. Borrowing Bylaw Tandem Truck

**Resolution No. 6**

**Moved by:** Johanne Wensink

**Seconded by:** Carma Williams

THAT Bylaw 45-2020, being a bylaw to authorize the borrowing of funds for financing of capital (tandem truck), be read a first, second and third time and adopted in open Council this 23rd day of November, 2020.

**Carried**

d. Planning/Building & By-law Enforcement Department

1. Zoning Amendment Z-10-2020

**Resolution No. 7**

**Moved by:** Carma Williams

**Seconded by:** Jacques Massie

THAT Council of the Township of North Glengarry adopt Zoning By-Law Z-10-2020; and

THAT By-law Z-10-2020 be read a first, second, third time and enacted in Open Council this 23rd day of November, 2020.

**Carried**

2. Zoning Amendment Z-11-2020

**Resolution No. 8**

**Moved by:** Jacques Massie

**Seconded by:** Brenda Noble

THAT Council of the Township of North Glengarry adopt Zoning By-Law Z-11-2020; and

THAT By-law Z-11-2020 be read a first, second, third time and enacted in Open Council this 23rd day of November, 2020.

**Carried**

3. Zoning Amendment Z-12-2020

**Resolution No. 9**

**Moved by:** Brenda Noble

**Seconded by:** Jeff Manley

THAT Council of the Township of North Glengarry adopt Zoning By-Law Z-12-2020; and

THAT By-law Z-12-2020 be read a first, second, third time and enacted in Open Council this 23rd day of November, 2020.

Carried

4. Part Lot Control By-law 47-2020

**Resolution No. 10**

**Moved by:** Jeff Manley

**Seconded by:** Michael Madden

That By-law 47-2020, being a by-law to authorize the lifting of part lot control, 2020 be read a first, second, third time and enacted in Open Council this 23rd day of November, 2020; and

Carried

7. **UNFINISHED BUSINESS**

8. **CONSENT AGENDA**

**Resolution No. 11**

**Moved by:** Jeff Manley

**Seconded by:** Michael Madden

THAT the Council of the Township of North Glengarry receives the items from the consent agenda for information purposes only.

Carried

- a. Strategic Plan Update
- b. Temporary conversion of the Maxville & District Sports Complex arena slab
- c. Community Services Department 2020 Work Plan
- d. Building, By-law & Planning 2020 Work Plan
- e. Public Works 2020 workplan
- f. Fire Dep't 2020 workplan
- g. Committee of Adjustment Minutes - October 26, 2020
- h. Committee of Adjustment Minutes - November 9, 2020

9. **NEW BUSINESS**

**Resolution No. 12**

**Moved by:** Jacques Massie

**Seconded by:** Johanne Wensink

WHEREAS the Province has introduced Bill 229, Protect, Support and Recover from COVID 19 Act - Schedule 6 – Conservation Authorities Act

WHEREAS the Legislation introduces a number of changes and new sections that could remove and/or significantly hinder the conservation authorities' role in regulating development, permit appeal process and engaging in review and appeal of planning applications

WHEREAS we rely on the watershed expertise provided by local conservation authorities to protect residents, property and local natural resources on a watershed basis by regulating development and engaging in reviews of applications submitted under the Planning Act

WHEREAS the changes allow the Minister to make decisions without CA watershed data and expertise

WHEREAS the Legislation suggests that the Minister will have the ability to establish standards and requirements for non-mandatory programs which are negotiated between the conservation authorities and municipalities to meet local watershed needs

WHEREAS municipalities believe that the appointment of municipal representatives on CA Boards should be a municipal decision; and the Chair and Vice Chair of the CA Board should be duly elected

WHEREAS the changes to the 'Duty of Members' contradicts the fiduciary duty of a CA board member to represent the best interests of the conservation authority and its responsibility to the watershed

WHEREAS conservation authorities have already been working with the Province, development sector and municipalities to streamline and speed up permitting and planning approvals through Conservation Ontario's Client Service and Streamlining Initiative

WHEREAS changes to the legislation will create more red tape and costs for the conservation authorities, and their municipal partners, and potentially result in delays in the development approval process

AND WHEREAS municipalities value and rely on the natural habitats and water resources within our jurisdiction for the health and well-being of residents; municipalities value the conservation authorities' work to prevent and manage the impacts of flooding and other natural hazards; and municipalities value the conservation authority's work to ensure safe drinking water

THEREFORE BE IT RESOLVED

- THAT the Province continue to work with conservation authorities to find workable solutions to reduce red tape and create conditions for growth prior to passing Schedule 6 of Bill 229 (Budget Measures).
- THAT the Province respect the current conservation authority/municipal relationships.
- AND THAT the Province embrace their long-standing partnership with the conservation authorities and provide them with the tools and financial resources they need to effectively implement their watershed management role.

**Carried**

- a. Support RRCA re Bill 229

**10. NOTICE OF MOTION**

**11. QUESTION PERIOD**

**12. CLOSED SESSION BUSINESS**

**13. CONFIRMING BY-LAW**

- a. By-law 46-2020

**Resolution No. 13**

**Moved by:** Michael Madden

**Seconded by:** Johanne Wensink

That the Council of the Township of North Glengarry receive By-law 46-2020;  
and

That Council adopt by-law 46-2020 being a by-law to adopt, confirm and ratify matters dealt with by Resolution and that By-law 46-2020 be read a first, second, third time and enacted in Open Council this 23rd day of November, 2020.

**Carried**

**14. ADJOURN**

**Resolution No. 14**

**Moved by:** Johanne Wensink

**Seconded by:** Carma Williams

There being no further business to discuss, the meeting was adjourned at 7:38 pm.

**Carried**

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CAO/Clerk/Deputy Clerk

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Mayor/Deputy Mayor



# **Section 5**

## **DELEGATIONS**

# **Section 6**

## **STAFF REPORTS**

**CORPORATION OF THE  
TOWNSHIP OF NORTH GLENGARRY**

**Resolution #**

**Date:** Monday, December 14, 2020

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**Moved by:** Brenda Noble

**Seconded by:** Jeff Manley

THAT Council for the Township of North Glengarry receives staff report 2020-20,

And THAT the Council adopt by-law 49-2020, being a by-law to adopt a Respectful Conduct Policy.

And THAT by-law 49-2020 be read a first, second and third time and enacted in open Council this 14<sup>th</sup> day of December, 2020.

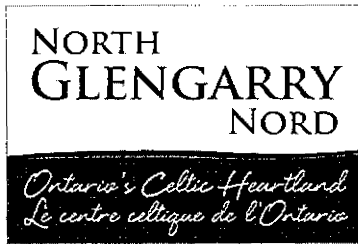
**Carried**

**Deferred**

**Defeated**

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Mayor / Deputy Mayor



## STAFF REPORT TO COUNCIL

Report No: AD-2020-20

December 14, 2020

From: Sarah Huskinson, Chief Administrative Officer

RE: Respectful Conduct Policy

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### Recommended Motion:

THAT Council for the Township of North Glengarry receives staff report 2020-20,

And THAT the Council adopt by-law 49-2020, being a by-law to adopt a Respectful Conduct Policy.

And THAT by-law 49-2020 be read a first, second and third time and enacted in open Council this 14<sup>th</sup> day of December, 2020.

### Background / Analysis:

The Township of North Glengarry is committed to maintaining a healthy, safe and supportive workplace for all township employees that is free from discrimination, harassment and workplace conflict. The Township currently has a Workplace Violence and Harassment Policy which applies to interactions between staff, as well as a Council Staff Relations Policy which applies to interactions between Council and Staff. However, there is no current policy for interactions between the public and Staff.

Staff are the face of the municipality and have daily encounters with the public. Some departments have more exposure to the public than others, and for many the interactions are more often negative than positive. Vexatious, frivolous and unreasonably persistent requests may compromise the Township's ability to deliver good customer service in an equitable, efficient and effective manner. Staff may be burdened with these requests, by one individual resident, which may cause them stress and hardship in their workplace. Despite their best efforts, the resident may continue with this behaviour. Currently, the Township does not have a policy which deals with this type of situation and how to handle it.

Under the Township's Workplace Violence and Harassment Policy it is the responsibility of every township employee to maintain a positive work environment by always acting in an appropriate manner in the workplace or at any work-related or employee social function. The policy also states that the Township, as an employer, is committed to zero tolerance to do with

discrimination, workplace harassment and workplace conflict, between employees. However, this policy does not apply to employee and resident relations.

The Respectful Conduct Policy is not for generally difficult residents, but rather those which are unreasonably persistent and unreasonable behaviour. This behaviour could be any of the following: covertly recording meetings and conversations, submitting falsified documents, refusing to accept a decision and arguing repetitively with staff, using offensive and hostile language, submitting obsessive request with a very high volume, and requesting information which lacks purpose or value.

Following the adoption of the policy, staff are recommending that a zero-tolerance campaign be launched. This will involve signage and postings on social media, such as Facebook and the website. This communication plan would make everyone in the community aware that the Township would no longer accept behaviour that constituted harassment, discrimination or conflict. Senior staff will share the policy with all their staff, and it will be posted, along side the Workplace Violence and Harassment Policy, on the Health and Safety Boards. Staff and Council will be trained on the policy and templates may be created the documentation requirements. The policy will also be included in any new employee training.

**Alternatives:**

Recommended: That Council adopts the by-law for the Respectful Conduct Policy

Not recommended: That Council not adopt the by-law for the Respectful Conduct Policy.

**Financial Implications:**

None.

**Attachments & Relevant Legislation:**

Ontario Human Rights Code

Occupational Health and Safety Act

Workplace Violence and Harassment Policy

**Others Consulted:**

Senior Management Team

Health and Safety Committee

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Reviewed and Approved by:  
Sarah Huskinson, CAO/Clerk



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

**BYLAW NO. 49-2020**

**BEING** a by-law to adopt a Respectful Conduct Policy.

**WHEREAS** the Municipal Act, 2001, Section 5.3, provides that the powers of a municipality shall be exercised by by-law unless the municipality is specifically authorized to do so otherwise;

**AND WHEREAS** the Council of the Corporation of the Township of North Glengarry deems it desirable to adopt a Respectful Conduct Policy to ensure the Township provides a healthy, safe and supportive workplace for all Township employees;

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

1. **THAT:** Council adopts a Respectful Conduct Policy, attached to this by-law as Schedule A.
2. **THAT:** This bylaw shall come into force and effect on the date of its final passage.

**READ** a first, second, third time and enacted in Open council this 14<sup>th</sup> day of December, 2020.

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

\_\_\_\_\_  
Mayor

I, hereby certify that the forgoing is a true copy of By-Law No. 49-2020, duly adopted by the Council of the Township of North Glengarry on the 14<sup>th</sup> day of December 2020.

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

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

## SCHEDULE A

NORTH  
GLENGARRY  
NORD



### RESPECTFUL CONDUCT POLICY

#### 1. PURPOSE

The Township of North Glengarry is committed to providing a healthy, safe and supportive workplace for all township employees that is free from discrimination, harassment, and conflict. In addition, the Township endeavors to provide excellent customer service to the members of the public in an efficient, effective and competent manner.

This policy will guide employees, managers and directors on identifying vexatious, frivolous and/or unreasonably persistent behaviour and the steps they can take to rectify the situation. This will ensure that an employee's working environment is safe, and that staff can provide good customer service to all residents.

#### 2. DEFINITIONS

"CAO" means the individual appointed by by-law to the position of Chief Administrative Officer (CAO) to generally manage the corporate affairs of the Township of North Glengarry.

"Clerk" means the Clerk and Deputy Clerk of the Township and/or designate.

"Council" means the Council of the Corporation of the Township of North Glengarry acting as per the Municipal Act as the governing body of the Township, comprised of seven members; Mayor, Deputy Mayor and five Councillors.

"Customer" means a member of the public who is in the workplace who is not an employee.

"Department Head" means Township management staff reporting to the CAO and solely responsible to manage the affairs of the: Public Works; Treasury; Planning, Building, and By-Law; Fire; and, Community Services departments.

"Employee or Staff" means all full time, part-time, students, interns, volunteers, casual and temporary staff.

"Township" means the Township of North Glengarry.

#### 3. POLICY APPLICATION AND EXCLUSIONS

##### 3.1 General Provisions

The Township, as an employer, is committed to:

- Zero tolerance of discrimination, harassment, and conflict in the workplace;
- Resolution of discrimination, harassment and conflict, as soon as possible;
- Proactive communication and education regarding the employee's rights and responsibilities.

Customers are responsible for:

- Communicating to employees in a manner that is respectful to all;
- Being clear and concise with their requests;
- Awareness of the zero tolerance policy for discrimination, harassment and conflict adopted by the Township through this Respectful Conduct Policy.

Employees are responsible for:

- Working in a manner that is respectful to all;
- Informing the alleged offender about inappropriate behaviour or actions, if possible;
- Notifying the next level of supervisor/management as soon as possible about the alleged violation;
- Keeping any information regarding the complaint and/or investigation confidential.

Supervisors/Managers/Department Heads are responsible for:

- Being aware of potential harassment, violence, and conflict and proactively intervening before problems arise;
- Acting quickly and appropriately as soon as becoming aware of possible policy violations in consultation with the CAO;
- Being sensitive to the nature of the complaint and implement recommended changes in the workplace;
- Keeping any information regarding the complaint and/or investigation confidential.

Chief Administrative Officer is responsible for:

- Training and educating all employees on the Respectful Conduct Policy;
- Acting quickly and appropriately as soon as receiving a complain under the policy;
- Providing guidance on the policy to supervisors and employees;
- Keeping any information regarding the complaint and/or investigation confidential.

### **3.2 Scope**

This policy applies to all Township employees, elected officials, as well as any person accessing Township property, services, events and programs. It is expected that all employees and customers will interact with each other in a respectful manner.

This policy is not intended to deal with generally difficult customers. This policy applies to unreasonable customer behaviour and unreasonably persistent customers.

The decision to classify someone's behaviour as unreasonable, or to classify a request as vexatious or frivolous, could have serious consequences for the individual, including restricting their access to the Township's services. Therefore, careful consideration should be taken in identifying the behaviour as unreasonable.

Examples of what might be considered unreasonable behaviour are shown below:

- Causing distress to staff. This could include hostile, abusive or offensive language, or an unreasonable fixation on an individual member of staff;
- Making excessive demands on the time and resources of staff with lengthy phone calls, emails to numerous staff, or detailed letters every few days, and expecting immediate responses;
- Refusing to accept the decision and/or repeatedly arguing points with no new evidence;
- Persistently approaching the Township through different routes about the same issue;
- Making unjustified complaints about staff who are trying to deal with the issues;
- Covertly recording meetings and conversations;
- Submitting falsified documents from themselves or others.

Examples of what might be considered vexatious or frivolous requests are shown below:

- Submission of obsessive requests with very high volume and frequency of correspondence;
- Requests for information the requester has already seen, or clear intention to reopen issues that have already been considered;
- Where complying with the request would impose significant burden on the Township in terms of expense, and negatively impact its ability to provide service to others;
- Where the requester states that the intent of the request is actually meant to cause maximum inconvenience, disruption or annoyance.

### 3.3 Procedure

#### Employee

If an employee believes that in an interaction with a customer, either in person, on the phone or via electronic communication, the customer has violated the respectful conduct policy, the employee should:

- a) If possible, tell the offending person that their behaviour is offensive and against the respectful conduct policy.
- b) Make note about the incident including when it happened and who was present and any resolution. If the interaction was via electronic communication, the correspondence should be kept in a safe place.
- c) If at any time during the interaction with the customer, the employee feels they are in danger, the employee is to alert the police.

If an employee believes that a customer's requests have become unreasonable, frivolous or vexatious, the employee should consult with their Department Head, provide any supporting materials and advise the Department Head of the steps that have been taken to resolve the issue, including as appropriate:

- a) The length of time that staff have been in contact with the customer, history of the interactions and the amount of correspondence that has been exchanged with the customer;
- b) The nature of the customer's behaviour;
- c) Amount of time that has been consumed and the impact.

#### Department Head

The Department Head is responsible for reviewing the information provided by staff in a timely manner and comparing it to the determination for unreasonable, frivolous or vexatious behaviour. The Department Head will:

- a) Meet with the staff member to review the information provided and gain insight into the history of the customer and staff interaction;
- b) Determine whether staff have acted in a respectful manner in dealing with the customer or have made reasonable efforts to satisfy and resolved their requests
- c) Compare the information provided to the Respectful Conduct Policy to determine if the behaviour is unreasonable, frivolous or vexatious;
- d) Determine what, if any, restrictions may be placed on the customer in future interactions with staff;
- e) Meet with the CAO and outline the situation including proposed restrictions, how to inform the customer of the restrictions and determine a review date for removing, modifying or continuing restrictions.

#### Chief Administrative Officer

The CAO is responsible for determining, through review of the information provided by the Department Head and employee, if the behaviour is unreasonable, frivolous or vexatious. The CAO will:

- a) Verify that the information provided by the Department Head is in violation of the Respectful Conduct Policy and determine if the behaviour is unreasonable, frivolous or vexatious;
- b) Review the suggested proposed restrictions provided by the Department Head. If they are determined to be fair and will protect the employee from further unreasonable conduct, the CAO will send written notice to the customer indicating:
  - i) That it has been determined that their conduct was unreasonable, frivolous or vexatious;
  - ii) What restrictions have been put in place as a result of this determination;
  - iii) How these restrictions may impact their contact with the Township and how they may communicate in the future with employees;
  - iv) How long the restrictions will be put in place and when the decision will be reviewed;
  - v) How the customer may appeal the restriction;
  - vi) Explain what it means for the customer's contacts with the Corporation
- c) Provide a copy of the written restriction notice to the employee and Department Head for their information purposes.
- d) Notify any other Department Heads of the restrictions placed on the customer if the employees of that department may be affected by the restriction or have been contacted by the customer in the past.

### Examples of Restrictions

Restrictions will vary dependent on the department and the situation. The following is list of suggested restrictions:

- Placing limits on the number and duration of contacts with staff per week or per month;
- Offering a restricted time slot for necessary calls;
- Limiting the customer to one method of contact, e.g. in writing;
- Requiring the customer to communicate only with one named member of staff;
- Limiting or regulating the customer's use of the Township of North Glengarry's services;
- Refusing the customer access to the Township of North Glengarry's buildings except by appointment;
- Informing the customer that further contact on the matter of the complaint/request will not be acknowledged or replied to;
- Pursuing legal action such as a notice to trespass;
- Other actions as deemed appropriate.

### Review of Restrictions

When any restrictions are put in place, a review date will be set. This will be based on the circumstances of the case and could be for a period of 3 months or longer depending on the severity of the situation. The status of a customer will be reviewed by the relevant department head on or before the review date. The customer, where possible, will be informed of the outcome of the review. Where the department head, in consultation with the CAO, feels that the restrictions should continue, the customer will be notified of the reasons and given another date for the review.

### Dispute

The customer shall have the ability to appeal directly to the corporation, regarding the decision to impose restrictions, by addressing the concerns in writing to the CAO. The CAO shall review the appeal and may confirm, rescind or amend the restrictions.

### Policy Review and Administration

This policy shall be administered by the CAO and will be reviewed every three (3) years or as required based on revisions to other policies, practices or legislation.



**CORPORATION OF THE  
TOWNSHIP OF NORTH GLENGARRY**

**Resolution #**

**Date:** Monday, December 14, 2020

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**Moved by:** Jeff Manley

**Seconded by:** Michael Madden

THAT Council of the Township of North Glengarry award the Request for Proposal for Insurance Services to Frank Cowan Company for the 2021 insurance year.

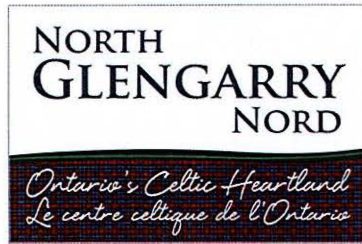
**Carried**

**Deferred**

**Defeated**

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Mayor / Deputy Mayor



## STAFF REPORT TO COUNCIL

Report No: AD-2020-21

December 14, 2020

From: Sarah Huskinson, Chief Administrative Officer

RE: Insurance RFP

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### **Recommended Motion:**

THAT Council of the Township of North Glengarry award the Request for Proposal for Insurance Services to Frank Cowan Company for the 2021 insurance year.

### **Background / Analysis:**

Insurance is the transfer of risk from one entity to another, or in the municipality's case, to the insurance company. The cost of this transfer of risk is in the form of an insurance premium paid annually. The municipal insurance coverage includes many different areas including automobile and fleet, errors and omissions, cyber liability, general liability, and property. The RFP did not include the VFIS coverage for the firefighters. Quotes for this coverage will be sought outside of this RFP for insurance, however, the coverage will continue.

Carolyn Corkery, of Halpenny Insurance Brokers is the Township's insurance broker. Ms. Corkery provides various forms of assistance with the Township's insurance, such as claims history reviews, adjustments to vehicles and buildings during the year, policy interpretation, and in the case of this report, assistance with the request for proposal for insurance services.

The Township has not issued an RFP for insurance services in many years, and as such, going to market was well overdue. There were two insurance providers whom received bid documents; Frank Cowan Company, and MARSH Canada Limited (JLT). MARSH Canada Limited (JLT) is the current insurance provider for the Township. Both companies submitted bids.

Each proposal was reviewed for completeness, experience and qualification, services offered, price and price stability. The evaluation is below:

CRITERIA	Marsh	COWAN	COMMENTS
COMPLETENESS OF SUBMISSION - 15 points in total	10	10	Deducted 5% from Marsh proposal due to increased deductibles on property and addition of Communicable Disease exclusion on the Municipal Liability Deducted 5% from Cowan proposal due to addition of Virus & Bacteria Exclusion to the property policy and need for contractual obligations for additional Insured on the Municipal Liability
EXPERIENCE & QUALIFICATIONS – 15 points in total	15	15	Both Insurers are experienced in Municipal risks
SERVICE OFFERED – 10 points in total	0	10	Deducted 10% from Marsh as they currently do not offer additional Risk Management services at this time. Cowan offer excellent risk management services to their clients i.e. property inspections which also address risk hazards; fleet safety; thorough contract review; etc.
PRICE – 50 points in total	15	50	Deduction of 5% for every \$10,000. premium difference
PRICE STABILITY – 5 points in total	3	0	Marsh offered limited rate guarantee (loss ratio of less than 25%) on the Municipal Liability – Cowan did not offer a price stability
TOTAL	43	85	

Based on the evaluation above, Frank Cowan scored higher in the evaluation. As such, Staff are recommending that Frank Cowan Company be awarded the RFP for insurance services for the Township.

Any current claims outstanding with JLT will continue to be managed and paid out by the firm.

**Alternatives:**

Recommended: THAT Council awards the RFP to Frank Cowan Company for insurance services.

Not recommended: THAT Council does not award the RFP to the Frank Cowan Company for insurance services.

**Financial Implications:**

The increase as a result of awarding this RFP has been included in the draft 2021 budget. Due to market conditions, we had already estimated an increase of 15% in insurance for 2021 and the amount quoted from Frank Cowen is within this budgeted amount.

**Attachments & Relevant Legislation:**

Table with coverage comparison

**Others Consulted:**

Carolyn Corkery, Halpenny Insurance Brokers

Kimberley Goyette, Director of Finance

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Reviewed and Approved by:  
Sarah Huskinson, CAO/Clerk

**CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY  
 COVERAGE OVERVIEW  
 January 1<sup>st</sup>, 2021 - 2022**

<b>COVERAGE</b>	<b>COWAN</b>	<b>MARSH (JLT)</b>
<b>Municipal Liability</b>	Limit of Liability - \$50,000,000. <ul style="list-style-type: none"> <li>• Primary - \$15,000,000.</li> <li>• First Excess - \$10,000,000.</li> <li>• Second Excess - \$25,000,000.</li> </ul> No Aggregate Limit  Tenants Legal Liability – full policy limits	Limit of Liability - \$50,000,000. <ul style="list-style-type: none"> <li>• Primary - \$5,000,000. Limit</li> <li>• Umbrella - \$20,000,000. Limit</li> <li>• Excess Umbrella - \$25,000,000. Limit</li> </ul> <ul style="list-style-type: none"> <li>• Aggregate applicable to Products &amp; Completed operations applicable to Umbrella Liability as removed from Primary Municipal Liability</li> <li>• Products &amp; Completed Operations Aggregate – removed from Primary Municipal Liability – the following are not considered subject to Aggregate                             <ul style="list-style-type: none"> <li>• Road Maintenance</li> <li>• Snow Removal</li> <li>• Garbage Collection / Waste Disposal</li> <li>• Tree Maintenance</li> <li>• Street Cleaning</li> <li>• Building Inspections – Professional Services included, limited to Products &amp; Completed Operations Aggregate if contracted to Third Party Municipality</li> <li>• Or any Statutory duty that the City has to perform for or on behalf of third parties</li> </ul> </li> </ul> Tenant’s Legal Liability – subject to \$5,000,000. Limit of liability

COVERAGE	COWAN	MARSH (JLT)
<p><b>Municipal Liability (cont.)</b></p>	<p>No Watercraft exclusions</p> <p>Medical Malpractice on Occurrence Form</p> <p>Abuse – up to the policy limit</p> <ul style="list-style-type: none"> <li>• Limited to entity</li> <li>• Does not extend to additional Insured – council, employees, and volunteers. <i>The report confirms that the Additional Insured who are named in the statement of claim but not involved in the actual act would be entitled to defense provided that the allegations are within the scope of cover.</i></li> </ul> <p>Worldwide Territory</p> <p>Wrongful Dismissal (Legal Expense) – Claims Made - \$250,000. Per Claim / Aggregate</p> <p>** See extension for EPL (Employment Practice Liability) under Errors &amp; Omissions**</p> <p>Does not include Sudden &amp; Accidental Environment Liability as covered under Environmental Liability</p>	<p>Excludes watercraft over 30 metres in length</p> <p>Medical Malpractice</p> <ul style="list-style-type: none"> <li>• “Claims Made” form subject to retro date as of November 15, 1993</li> <li>• Firefighters falls to Municipal Liability – Occurrence form</li> </ul> <p>Molestation/Abuse liability extends to ‘Insured’ as per the policy definition – not limited to entity only</p> <ul style="list-style-type: none"> <li>• Molestation/Abuse of minors subject to \$5,000,000. limit of liability as Umbrella excludes abuse of minors</li> <li>• Includes Abuse/Molestation for alleged perpetrator subject to \$250,000. Per Claim / \$500,000. Annual Aggregate – Coverage is written on “Claims Made” basis subject to retro date as of January 1, 2015 and is subject to confirmation of employee background checks</li> </ul> <p>Territory is limited worldwide – suits in Canada / USA</p> <p>Wrongful Dismissal (Legal Expense) – Claims Made - \$500,000. Per Claim / Aggregate</p> <p>Includes Sudden &amp; Accidental Environmental Liability as outlined in the wording – up to full policy limit unless covered under the Environmental Liability section</p>

COVERAGE	COWAN	MARSH (JLT)
<b>Municipal Liability (cont.)</b>	<p>Excludes Garage operations; Marina Liability; Voluntary Compensation of Volunteers or Wrap-Up Liability – <i>Cowan can quote these additional lines of coverage based on exposures</i></p> <p>No Communicable Disease Exclusion</p> <p>Rate guarantee not available</p> <p><u>Deductible:</u></p> <ul style="list-style-type: none"> <li>• Third Party Deductible including Expenses - \$10,000. Per Occurrence</li> <li>• Sewer Back up Deductible including Expenses - \$10,000. Per Claimant</li> <li>• Forest Fire Expense, Volunteer Medical Payments &amp; Voluntary Property Damage – Nil Deductible</li> <li>• Wrongful Dismissal - \$5,000. Deductible</li> </ul>	<p>Includes Wrap-up – Difference in Conditions &amp; Difference in Limits; Garage Liability and Marina Liability</p> <p>Communicable Disease Endorsement – Limited added - \$1,000,000. Limit subject to \$25,000. Retention</p> <p>3-year rate guarantee added as outlined – loss ratio not to exceed 25%</p> <p><u>Deductible:</u></p> <ul style="list-style-type: none"> <li>• Third Party Deductible including Expenses - \$10,000. Per Occurrence (Applies to Forest Fire Expenses; Medical Payments &amp; Voluntary Property Damage)</li> <li>• Sewer Back up Deductible including Expenses - \$10,000. Per Claimant</li> <li>• Communicable Disease - \$25,000.</li> <li>• Wrongful Dismissal - \$5,000. Deductible</li> <li>• Voluntary Compensation – Nil Deductible</li> </ul>

COVERAGE	COWAN	MARSH (JLT)
<p><b>Errors &amp; Omissions (Claims Made):</b></p>	<p>Separate primary limit of liability – Included in Excess Liability limits</p> <p>No Aggregate Limit</p> <p>Worldwide Territory</p> <p>Claim Reporting – 30 days extending reporting period</p> <p>Definition of Wrongful Act means any actual or alleged error or misstatement or misleading statement or act or omission or neglect or breach of duty arising out of, or in the performance of services usual to the operations of the Insured including administration of any benefit plan. Cowan had confirmed that their coverage includes Employment Practices subject to the policy terms and conditions – the nature of allegation to which they will respond is extremely broad. There are two (2) triggers – a coverage trigger and a compensatory trigger.</p> <p>The coverage trigger would be a Personal Injury allegation. Most employment allegations involve some element of mental anguish, stress, humiliation, etc. that would satisfy the coverage component of the trigger. As long as compensation is also sought, which again is usual in most employment-related demands, their policy would respond.</p> <p>Providing the two triggers exist in the allegation against the municipality, their policy would apply subject to the policy terms, conditions and exclusions. As with all claims, the allegations as well as the circumstances of the allegation will determine coverage. Coverage would be subject to your Deductible of \$10,000.</p>	<p>Included in the Limit of Liability</p> <p>Annual Aggregate</p> <p>Territory is limited worldwide – suits in Canada / USA</p> <p>Claim Reporting - 90 Days extended reporting Period</p> <p>3-year rate guarantee as outlined</p> <p>Does not include Employment Practice Liability – separate policy is required. Completed application required to provide a quotation.</p>



COVERAGE	COWAN	MARSH (JLT)
<b>Conflict of Interest</b>	\$100,000. Per Claim	\$100,000. Per Claim
<b>Legal Expense</b>	<p>\$100,000. Per Claim / \$500,000. Aggregate</p> <p>Frist Dollar Defense - Not reimbursement policy – payment from first dollar for defense including investigation stage</p> <p>Criminal Code Cover is provided when being investigated or prosecuted and applies whether pleading guilty or a verdict of guilt is declared</p> <p>24-hour telephone legal advice is available as well as specialized legal representation</p>	<p>Limit - \$100,000. Any one claim / \$500,000. Annual Aggregate</p> <p>Reimburse legal fees including disbursements in defense of a charge laid for an alleged offence under any Act - Act means any Provincial Statute with the exception of the Highway Traffic Act and Municipal Conflict of Interest Act.</p>
<b>Non-Owned Automobile</b>	<p>Limit of Liability</p> <ul style="list-style-type: none"> <li>• Primary - \$15,000,000.</li> <li>• 1st Excess - \$10,000,000.</li> <li>• 2nd Excess - \$25,000,000.</li> </ul>	<p>Limit of Liability</p> <ul style="list-style-type: none"> <li>• Primary - \$5,000,000. Limit</li> <li>• Umbrella - \$20,000,000. Limit</li> <li>• Excess Umbrella - \$25,000,000. Limit</li> </ul>

COVERAGE	COWAN	MARSH (JLT)
<p><b>Environmental Liability (Claims Made)</b></p>	<p>Limit - \$3,000,000. Any one claim / \$5,000,000. Aggregate – Gradual and Sudden &amp; Accidental</p> <p>Municipal Liability excludes EIL unless Bodily Injury from a sudden, brief and accidental occurrence or Property Damage to Third party from hostile fire or explosion</p> <p>Defense costs will respond even if allegations are groundless or false</p> <p>No Retro Date</p> <p>No exclusion for closed landfills</p> <p><u>Exclusions for consideration:</u></p> <p>a) Coverage is included for liability arising out of the escape of contaminants from properties previous owned, leased or operated by the Insured - expenses excluded</p> <p>m) Excludes liability arising out of sewer backup from any sewer, sump or drain – Cowan confirmed this exclusion does not apply to the Wastewater treatment plant. Additionally, sewer back is covered under the Municipal Liability</p> <p>Worldwide Territory</p>	<p>Limit - \$2,500,000. Any one claim / \$5,000,000. Aggregate – Gradual</p> <p>Sudden &amp; Accidental – Included under the Municipal Liability subject to \$50,000,000. Limit / Aggregate</p> <p>Environmental Liability (Gradual Cover) is excluded from Alexandria &amp; Maxville landfills</p> <p>Retro – Unlimited</p> <p><u>Exclusions for consideration:</u></p> <p>9) Underground storage tanks unless listed on the policy</p> <p>11) Property previously owned, leased or operated by the Insured - excludes liability from Insured’s property which commences subsequent to the date the Insured’s property is abandoned</p> <p>16) Odor emissions from Waste Facility</p> <p>Territory is limited worldwide – suits in Canada / USA</p>

COVERAGE	COWAN	MARSH (JLT)
<p><b>Automobile</b></p>	<p>All Perils - \$10,000. Deductible (currently \$7,500. Deductible)</p> <p>Extensions:</p> <ul style="list-style-type: none"> <li>• OPCF#20 – Coverage for Transportation – applicable to light commercial only - \$1,200. Limit</li> <li>• OPCF#21B – Blanket Fleet – 50/50 Adjustment on expiry</li> <li>• Replacement Cost on vehicles 20 years and newer except leased vehicles are subject to Actual Cash Value <ul style="list-style-type: none"> <li>• Coverage is only applicable to light and heavy commercial vehicles and trailers that are 20 years or newer</li> <li>• Private Passenger &amp; Miscellaneous Vehicles are not subject to replacement cost</li> <li>• Cost of replacing the automobile with new automobile only if you are the original purchaser and the vehicle was new at the time of delivery</li> <li>• Actual price paid to you if vehicle was not new at the time of purchase or if you were not the original purchaser</li> <li>• Fire vehicles over 20 years but not exceeding 35 years, the actual price paid by you or ACV whichever is greater</li> </ul> </li> </ul> <p><b>**Refer to proposal for the wording highlights**</b></p>	<p>All Perils - \$10,000. Deductible (currently \$7,500. Deductible)</p> <p>Extensions:</p> <ul style="list-style-type: none"> <li>• OPCF#20 – Coverage for Transportation – applicable to light commercial - \$1,000. Limit</li> <li>• OPCF#21B – Blanket Fleet – No Annual Adjustable</li> <li>• Replacement Cost <ul style="list-style-type: none"> <li>• OPCF#43 – Waiver of Depreciation – 2 years</li> <li>• Automobile Deficiency Endorsement added to property – provides Replacement Cost – applicable to vehicles up to 20 years.</li> <li>• Fire vehicles up to 20 years – Replacement Cost; Over 20 up to 25 years – Guaranteed Amount subject to purchase price or if professional appraisal available</li> </ul> </li> </ul> <p>Subject to drivers list and all drivers having satisfactory drivers abstracts</p>

COVERAGE	COWAN	MARSH (JLT)
<b>Crime</b>	<ul style="list-style-type: none"> <li>• Employee Dishonesty - \$1,000,000.</li> <li>• Broad Form Money &amp; Securities - \$200,000. (Inside &amp; Outside)</li> <li>• Money Order &amp; Counterfeit Paper Currency – \$200,000.</li> <li>• Depositors Forgery – \$1,000,000.</li> <li>• Computer Fraud or Funds Transfer Fraud - \$200,000. (Includes Voice Computer Toll Fraud)</li> <li>• Audit Expense - \$200,000.</li> </ul> <p>Deductible – Nil</p>	<ul style="list-style-type: none"> <li>• Employee Dishonesty - \$1,000,000.</li> <li>• Broad Form Money &amp; Securities - \$200,000. (Inside &amp; Outside)</li> <li>• Money Order &amp; Counterfeit Paper Currency – \$200,000.</li> <li>• Depositors Forgery – \$1,000,000.</li> <li>• Computer Fraud or Funds Transfer Fraud - \$200,000.</li> <li>• Professional Fees / Audit Expense - \$200,000.</li> </ul> <p>Deductible – Nil</p>
<b>Equipment Breakdown</b>	<p>Separate Policy - \$50,000,000. Per Accident</p> <p>Extensions as noted in proposal – highlights as follows:</p> <ul style="list-style-type: none"> <li>• Loss of Arena Revenue - \$1,000. Daily Indemnity / \$90,000. Total limit per loss – this will need to be evaluated to ensure limit addresses exposures</li> <li>• Environmental Efficiency – up to 150% of Loss</li> <li>• Public Relations Coverage - \$5,000.</li> </ul>	<p>Included in Property Policy</p>

COVERAGE	COWAN	MARSH (JLT)
<b>Property:</b>	<p>Separate Policy</p> <p>Blanket Limit - \$90,363,499.</p> <p>Extensions as outlined in proposal – highlight of differences as follows:</p> <ul style="list-style-type: none"> <li>• Gross Revenue - \$500,000. - \$250,000. Applicable to each arena</li> <li>• Debris Removal includes First Party Pollution Clean-up on site; Transit; Unnamed Locations, Fire / Police Department Charges, Recharge of Fire Protection, Consequential Loss; Professional Fees; Expediting Expense – no sublimit</li> <li>• Includes Computer Hardware and Media; however Systems Breakdown and Extra Expense are not covered. Cowan will require a completed Data Processing Application to add based on exposures</li> <li>• Bridges and Culverts – included up to \$50,000.</li> <li>• Includes Vacant / Unoccupied – \$1,000,000. – unlimited time period however they will amend cover on vacant properties to fire &amp; extended coverage</li> <li>• Newly Acquired property – included subject to prompt notice and potential additional premium charged</li> <li>• Master Key – \$25,000.</li> <li>• Cost to attract volunteers following a loss - \$10,000.</li> <li>• Fine Arts - \$250,000.</li> <li>• Rewards – Arson, Burglary, Robbery and Vandalism - \$25,000.</li> <li>• Worldwide coverage</li> </ul>	<p>Combined Policy including Equipment Breakdown</p> <p>POED Limit - \$88,725,482.</p> <p>RARE Recycling - \$4,217,112. (Not included in Blanket Limit)</p> <p>Contractors Equipment - \$2,636,806. (Not included in Blanket Limit)</p> <p>Extensions as outlined in proposal – highlight of differences as follows:</p> <ul style="list-style-type: none"> <li>• Profits - \$300,000. Subject to \$25,000. Per month</li> <li>• Transit – \$500,000.</li> <li>• Unnamed Locations - \$1,000,000.</li> <li>• Vacant, unoccupied or shut down for more than 90 days (seasonal closed down – 9 months)</li> <li>• Debris Removal – \$100,000.</li> <li>• Spoilage or Consequential Loss - \$100,000.</li> <li>• Contingent Business Interruption - \$1,000,000.</li> <li>• Fire Protection Equip &amp; Fire Fighting Expenses - \$100,000.</li> <li>• Hacking Event &amp; Computer Virus - \$100,000.</li> <li>• Exhibition Floater - \$100,000.</li> <li>• Master Key - \$10,000.</li> <li>• Newly Acquired locations - \$1,000,000. subject to 90 days reporting – No Additional premium</li> <li>• Territory – Canada and USA</li> </ul>

COVERAGE	COWAN	MARSH (JLT)
<b>Property (cont.):</b>	Virus & Bacteria Exclusion added  <u>Deductibles:</u> <ul style="list-style-type: none"> <li>• Earthquake – 3% / \$100,000. Minimum</li> <li>• Flood - \$25,000.</li> <li>• All other losses - \$7,500.</li> </ul>	No specific Virus & Bacteria Exclusion  <u>Deductibles:</u> <ul style="list-style-type: none"> <li>• Earthquake – 15% / \$250,000. Minimum</li> <li>• Fine Arts - \$7,500.</li> <li>• Flood - \$100,000.</li> <li>• All other losses - \$25,000.</li> </ul>
<b>Councilor Accident – 24 Hour Coverage</b>	Age Restriction – under the age of 80  <u>Extensions as listed in proposal – up to the following limits:</u> <ul style="list-style-type: none"> <li>• Dependent Children’s Education - \$10,000. Per child</li> <li>• Dependent Children’s Day Care - \$10,000. Per child</li> <li>• Transportation / Accommodations - \$1,500. Maximum</li> <li>• Identification Benefit - \$5,000.</li> <li>• Eyeglasses, Contact Lenses &amp; Hearing Aids - \$3,000.</li> <li>• Workplace Modification - \$5,000.</li> </ul> Aggregate Limit - \$2,500,000.	Age restriction applies to Weekly Disability - Total Disability – Unemployed & under age 70 - \$300. subject to 52-week period Weekly Disability  <u>Extensions as listed in proposal– up to the following limits:</u> <ul style="list-style-type: none"> <li>• Rehabilitation Benefits - \$15,000.</li> <li>• Dependent Children’s Education - \$5,000. Per child</li> <li>• Dependent Children’s Day Care - \$5,000. Per child</li> <li>• Family Transportation - \$15,000.</li> <li>• Eyeglasses, Contact Lenses &amp; Hearing Aids - \$2,000</li> <li>• Out-of-Province Medical – 15-day trip durations</li> </ul> Aggregate Limit - \$2,500,000.
<b>Total Premium (excluding Tax)</b>	<b>\$289,128.</b>	<b>\$362,291.</b>

<p><b>Alternate Deductibles:</b></p>	<p><b>Municipal Liability</b></p> <ul style="list-style-type: none"> <li>• Increase deductible from \$10,000. to \$25,000. - \$4,180 Credit</li> <li>• Increase deductible on E&amp;O from \$10,000. to \$25,000. - \$225. Credit</li> <li>• Increase deductible on EIL from \$10,000. to \$25,000. - \$425. Credit</li> </ul> <p><b>Property</b></p> <ul style="list-style-type: none"> <li>• Increase deductible from \$7,500. to \$10,000. - \$2,242. Credit</li> </ul> <p><b>Equipment Breakdown</b></p> <ul style="list-style-type: none"> <li>• Increase deductible from \$7,500. to \$10,000. - \$280. Credit</li> </ul> <p><b>Automobile</b></p> <ul style="list-style-type: none"> <li>• Add DCPD Deductible (Not at fault accidents) - \$10,000. - \$3,102. Credit</li> </ul>	<p><b>Municipal Liability</b></p> <ul style="list-style-type: none"> <li>• Increase Deductible on all cover from \$10,000. to \$25,000. - \$10,124. Credit</li> </ul> <p><b>Property &amp; Equipment Breakdown</b> – No applicable as deductible increased from \$7,500. to \$25,000.</p> <p><b>Automobile</b> – Deductibles options to follow</p>
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**CORPORATION OF THE  
TOWNSHIP OF NORTH GLENGARRY**

**Resolution #**

**Date:** Monday, December 14, 2020

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**Moved by:** Carma Williams

**Seconded by:** Jacques Massie

THAT Council of the Township of North Glengarry authorizes the Chief Administrative Officer to apply for the ICIP Local Government Intake COVID Stream for a Joint Project with the Hopital Glengarry Memorial Hospital.

**Carried**

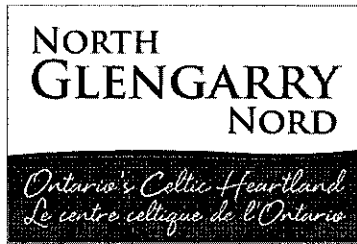
**Deferred**

**Defeated**

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Mayor / Deputy Mayor





## STAFF REPORT TO COUNCIL

Report No:

December 14, 2020

From: Sarah Huskinson, Chief Administrative Officer

RE: ICIP COVID-19 Stream – Local Government Intake

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### Recommended Motion:

THAT Council of the Township of North Glengarry authorizes the Chief Administrative Officer to apply for the ICIP Local Government Intake COVID Stream for a Joint Project with the Hospital Glengarry Memorial Hospital.

### Background / Analysis:

On November 16, 2020, the Provincial government launched the Local Government Intake – COVID stream under the Investing in Canada Infrastructure Program (ICIP). The Township was notified, along with the rest of the Province, of our allocation, which is \$100,000.

Investments under this stream are to support public infrastructure, including temporary infrastructure related to pandemic response, primarily for public use and/or benefit. Eligible projects may include:

- Retrofits, Repairs and Upgrades for municipal, provincial, territorial and indigenous buildings, health infrastructure and educational infrastructure;
- COVID-19 Response Infrastructure, including measures to support physical distancing;
- Active Transportation Infrastructure, including parks, trails, foot bridges, bike lanes and multi-use paths; and
- Disaster Mitigation and Adaptation, including natural infrastructure, flood and fire mitigation, tree planting and related infrastructure.

The information for the program was sent to the Senior Management Team. It was determined that we have sufficient funding through other COVID-19 grants to pay for our expenditures and that we would not need to apply for this funding.

Michael Cohen, CEO for Hospital Glengarry Memorial Hospital, contacted the Township to see if there was interest in a joint program. A meeting was held to discuss the potential project. Details of the project are below. The deadline for joint applications is December 21, 2020. The Township would apply for the funding as a joint project and would be the paymaster for the \$100,000 to HGMH.

## Overview

The Hôpital Glengarry Memorial Hospital (HGMH) is in the process of designing the infrastructure and creating an implementation schedule to perform an Energy Performance project of its facilities to:

- improve overall building energy efficiency;
- add ionization reducing airborne and surface contaminants technology (COVID-19 Resilience);
- be an environment steward for the Township;
- bring the hospital air handling and conditioning systems to current building code standards via the installation of new "state of the art" high efficiency heating, ventilation and air-conditioning (HVAC) infrastructure; and,
- improve the overall facility condition by completion of selected deferred maintenance items

## Technical Highlights

To meet today's building code requirements the hospital is required to increase its volume of conditioned air from 53,500 cubic feet per minute (cfm) to 70,000 cfm. The project will involve the replacement of 11 existing constant volume air handling units (AHU's) and multiple standalone air conditioning units (AC) with 2 new consolidated high efficiency variable air volume units. The project will also involve the addition of 2 new high efficiency condensing boilers, 2 new high efficiency chillers, 1 new cooling tower, 2 new building humidifiers, 120 variable flow terminal boxes and new direct digital controls (DDC) with advance control strategies, boiler plant optimization, new energy efficiency tools & services, building envelope improvements and electric vehicle charging.

## Benefits of the Program

The project will reduce the hospitals overall energy spend by more than \$100,000 per year and reduce the facilities environmental footprint. The program will create 1 new patient isolation room, 37 fully air-conditioned patient beds and address indoor air quality concerns.

The entire hospital will have improved air quality and provide an improved environmental space for patients, visitors and staff.

## **Alternatives:**

Recommended: That Council authorizes the CAO to apply to the ICIP COVID stream for a joint project with HGMH.

Not recommended: That Council does not authorize the CAO to apply to the ICIP COVID stream for a joint project with HGMH.

## **Financial Implications:**

The Township was allocated \$100,000 through the ICIP COVID-19 Stream. The Senior Management Team was asked if there were any eligible project of which they would like to apply for and there were none. Transferring this money would be of great value to the hospital and would not cost the Township.

**Attachments & Relevant Legislation:**

None

**Others Consulted:**

Louise Quenneville, Hopital Glengarry Memorial Hospital

Michael Cohen, Hopital Glengarry Memorial Hospital

Murray McIntyre, Siemans Canada

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Reviewed and Approved by:  
Sarah Huskinson, CAO/Clerk

**CORPORATION OF THE  
TOWNSHIP OF NORTH GLENGARRY**

**Resolution #**

**Date:** Monday, December 14, 2020

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**Moved by:** Michael Madden

**Seconded by:** Johanne Wensink

THAT Council of the Township of North Glengarry accepts report TR2020-36 from the Director of Finance/Treasurer and approves the creation of a COVID Reserve Fund.

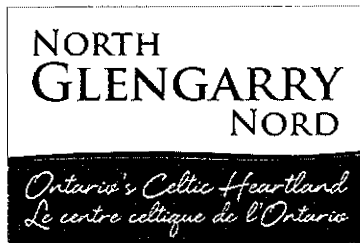
**Carried**

**Deferred**

**Defeated**

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Mayor / Deputy Mayor



## STAFF REPORT TO COUNCIL

Report No: TR2020-36

November 26, 2020

From: Kimberley Goyette, Director of Finance/Treasurer

RE: Safe Restart Reserve

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### Recommended Motion:

THAT Council of the Township of North Glengarry accepts report TR2020-36 from the Director of Finance/Treasurer and approves the creation of a COVID Reserve Fund.

### Background / Analysis:

On April 1, 2020, the Ministry of Municipal Affairs and Housing announced the Social Services Relief fund in response to the COVID-19 crisis. The Township's allotment is \$125,000 and can be used for capital improvements such as the front counter revision, plexiglass installments etc.

On August 12, 2020 the Province announced the Safe Restart Program which will provide the Township with \$295,200 to address operating costs and pressures due to COVID-19. This will provide funding for hand sanitizer, masks and other operational items.

In the future there may be additional funding streams coming available as the pandemic continues.

Although it is anticipated that some of these funds will be spent on the pandemic in 2020, this report is requesting the creation of a Safe Restart Reserve to put any unspent funds away for use in 2021. Exact amounts to be transferred are not available at this time but will be part of the year end accounting process to ensure they are available for use during the 2021.

### Alternatives:

1. Approve the creation of the Safe Restart Reserve Fund.
2. Deny the creation of the Safe Restart Reserve Fund.

### Financial Implications:

As these funds are currently part of the revenues of the operational budget for 2020, if not placed in a reserve, unspent funds will not be carried over for use in 2021.

**Attachments & Relevant Legislation:**

**Others Consulted:**

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Reviewed and Approved by:  
Sarah Huskinson, CAO/Clerk

**CORPORATION OF THE  
TOWNSHIP OF NORTH GLENGARRY**

**Resolution #**

**Date:** Monday, December 14, 2020

---

**Moved by:** Johanne Wensink

**Seconded by:** Carma Williams

THAT Council of The Township of North Glengarry directs the Director of Finance/Treasurer to register on title a Notice of Vesting for property 0111 011 009 93000 0000, Lot 7 Block F Plan 29; North Glengarry, Property Identification Number 67104-0126 (LT); and

FURTHERMORE, the Council of the Township of North Glengarry will not write off the tax arrears on roll number 0111 011 009 93000 000; and

FURTHERMORE, the Council of the Township of North Glengarry will request a merge of property 0111 011 009 94200 0000 with the newly vested property.

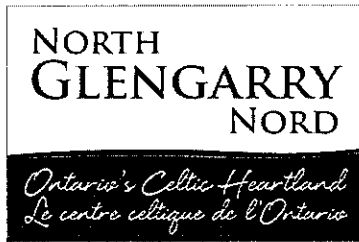
**Carried**

**Deferred**

**Defeated**

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Mayor / Deputy Mayor



## STAFF REPORT TO COUNCIL

Report No: TR2020-37

December 4, 2020

From: Kimberley Goyette, Director of Finance/Treasurer

RE: Register Notice of Vesting

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### Recommended Motion:

THAT Council of The Township of North Glengarry directs the Director of Finance/Treasurer to register on title a Notice of Vesting for property 0111 011 009 93000 0000, Lot 7 Block F Plan 29; North Glengarry, Property Identification Number 67104-0126 (LT); and

FURTHERMORE, the Council of the Township of North Glengarry will not write off the tax arrears on roll number 0111 011 009 93000 000; and

FURTHERMORE, the Council of the Township of North Glengarry will request a merge of property 0111 011 009 94200 0000 with the newly vested property.

### Background / Analysis:

There was a Sale of Land by Public Tender that closed on February 19<sup>th</sup>, 2020 for on the above noted property. No bids were received for this property. It is landlocked, abuts a current municipally owned property, and has no identifiable correct owner. By vesting the property, there is the possibility of merging the two lots to make a larger, sellable property with road access.

Based on legislation the municipality may register on title a Notice of Vesting within two years of the tax sale date pursuant to subsections 379(5b) and (7.1) The property will then be owned by the municipality and be tax exempt as is any other municipally owned property.

Council, on the treasurer's recommendation, can write off the taxes pursuant to section 354(2) and (3) of the Municipal Act, 2001 and charge back to the upper tier, school board or any other levying body for which the municipality collects taxes, its proportionate share of the unpaid taxes that are written off (subsection 353(3)).

If the municipality decides to charge back, then vest and subsequently sell the lands within seven years of the registration of the Notice of Vesting, it must pay a proportionate share of the proceeds to the upper tier, school board, etc. as the cancellation price was greater than \$10,000.00 (ss. 353(4)). Minimum bid on this property was \$11,919.27.



Given the possibility of selling this parcel after merging it with adjoining Municipally owned property, it is recommended that we do not write off the taxes as under section 353 (3) of the Municipal Act indicates that "the municipality shall charge back its proportionate share of the unpaid taxes that are written off". That would mean that when the property was sold, the upper tier and school board would have their portion of the sale proceeds given to them.

If the Municipality vests the property, it will then be assessed as exempt and further taxes will not be charged. However, the current taxes to date will stay on the roll number until it is sold, at which point the Township will get the total proceeds of the sale which will offset any unpaid taxes that will need to be written off.

If nothing is done to this property, it will remain having taxes and penalties charged with no identifiable current owner to pay them.

**Alternatives:**

Option 1: Vest the property in the Municipality's name, do not write off the taxes, and subsequently request a merge of the two parcels of land into one.

Option 1: Vest the property in the Municipality's name, write off taxes and charge back to the upper tier and school board and subsequently request a merge of the two parcels of land into one.

Option 3: Do nothing.

**Financial Implications:**

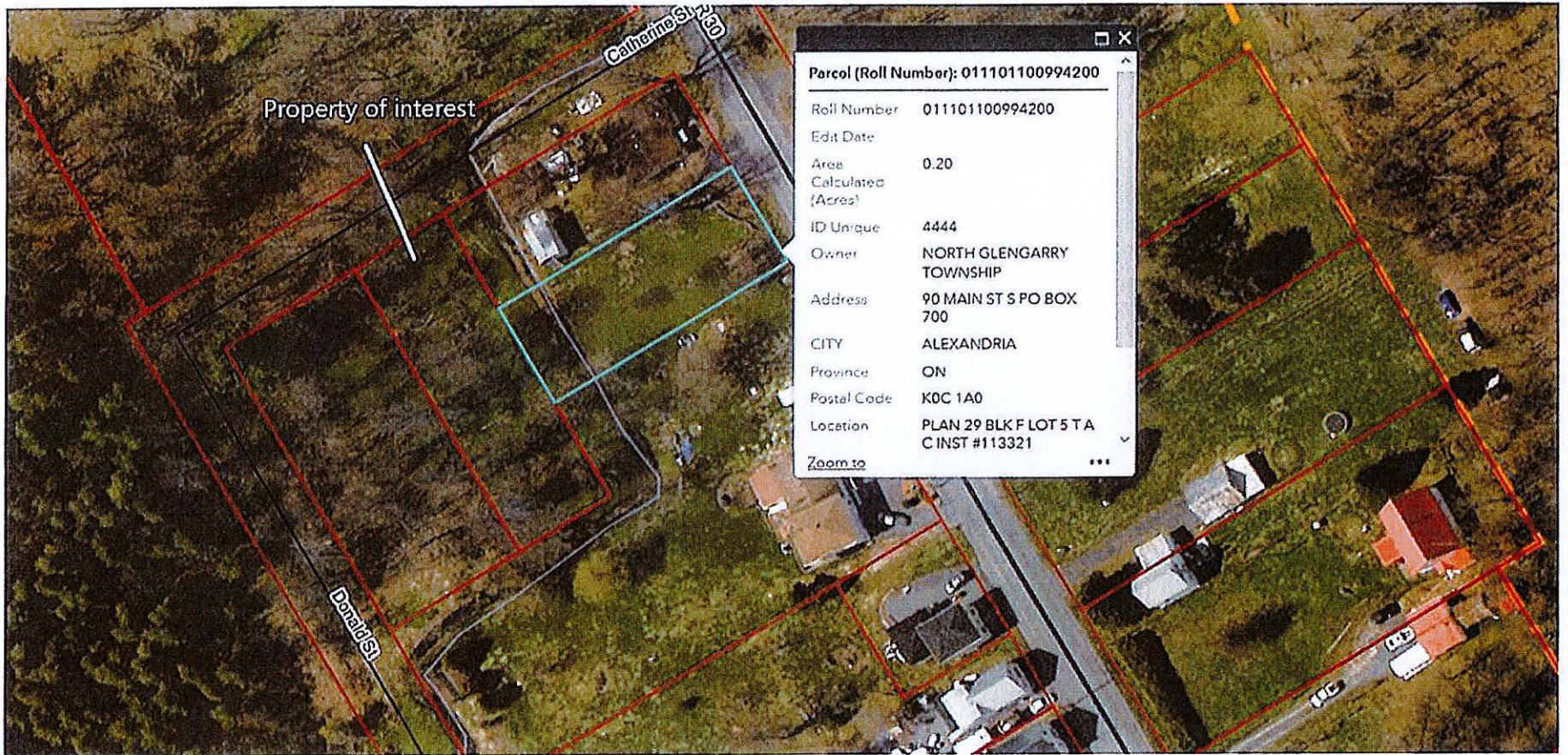
\$10,786.11 of tax arrear plus any interest until title and assessment change has occurred will remain on the tax roll until the property is sold.

**Attachments & Relevant Legislation:**

**Others Consulted:**

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Reviewed and Approved by:  
Sarah Huskinson, CAO/Clerk



Property of interest

Parcel (Roll Number): 011101100994200

Roll Number 011101100994200

Edit Date

Area 0.20

Calculated (Acres)

ID Unique 4444

Owner NORTH GLENGARRY TOWNSHIP

Address 90 MAIN ST S PO BOX 700

CITY ALEXANDRIA

Province ON

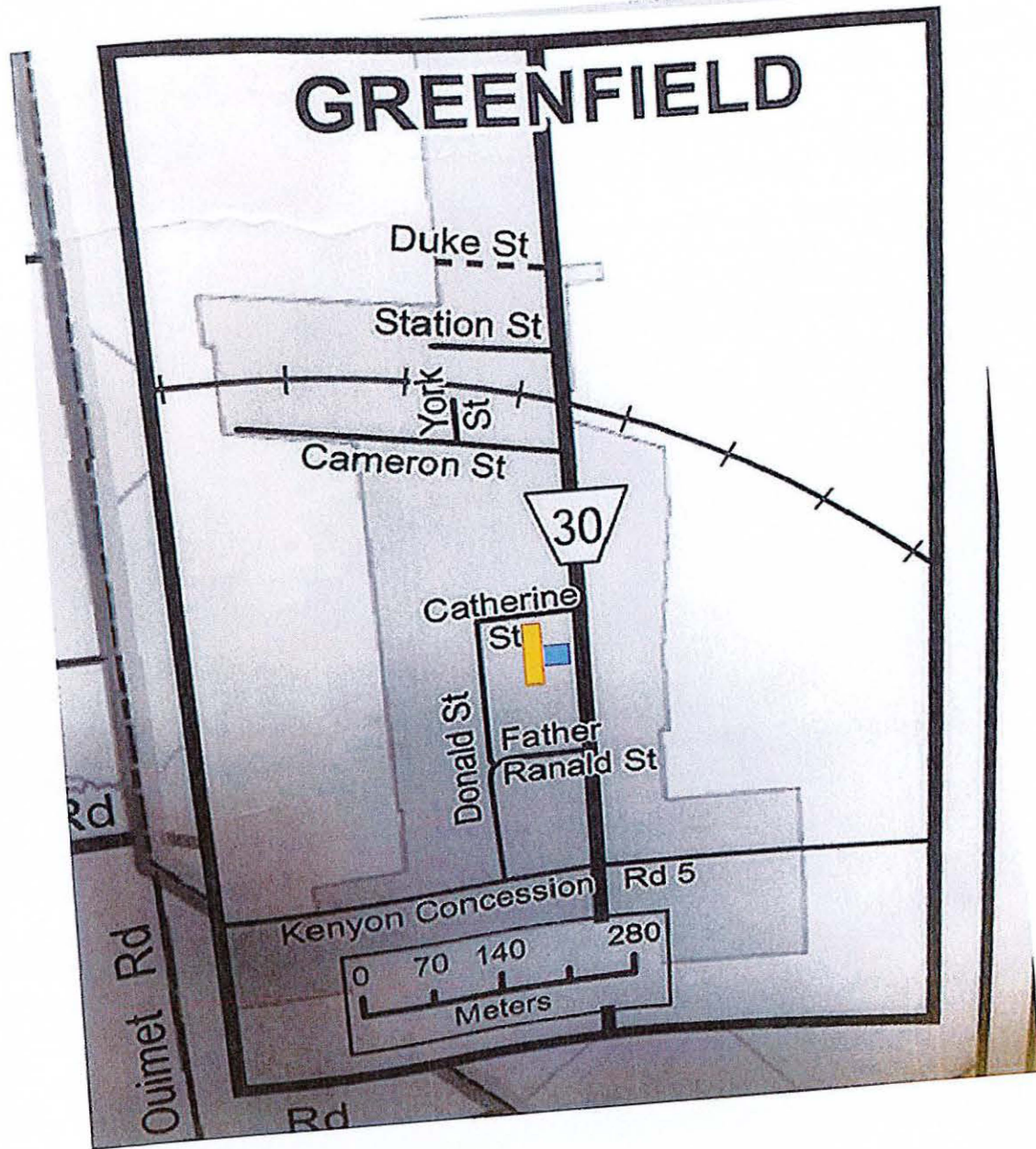
Postal Code K0C 1A0

Location PLAN 29 BLK F LOT 5 T A C INST #113321

Zoom to



# GREENFIELD



**CORPORATION OF THE  
TOWNSHIP OF NORTH GLENGARRY**

**Resolution #**

**Date:** Monday, December 14, 2020

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**Moved by:** Brenda Noble

**Seconded by:** Jeff Manley

**THAT** the Council of the Township of North Glengarry receives Staff Report No. BP-2020-35 for the formal request to proceed with public consultation for the construction of a communication tower in North Glengarry to improve internet quality data transfer speeds for Xplornet Communications.

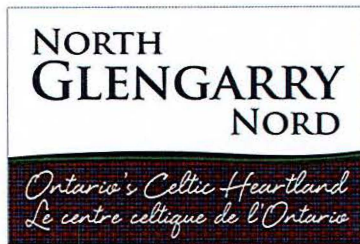
**Carried**

**Deferred**

**Defeated**

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Mayor / Deputy Mayor



## STAFF REPORT TO COUNCIL

### XPLORNET COMMUNICATIONS SITE

Report No: BP-2020-35

December 14, 2020

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

RE: Xplornet Communications Site (communication tower) – ON7971 Glen Andrew

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#### Recommended Motion:

**THAT** the Council of the Township of North Glengarry receives Staff Report No. BP-2020-35 for the formal request to proceed with public consultation for the construction of a communication tower in North Glengarry to improve internet quality data transfer speeds for Xplornet Communications.

#### Background / Analysis:

Xplornet Communications Inc. is a Canadian rural internet service provider and mobile network operator. It is one of the largest rural fixed wireless broadband service providers in the country. Its local office is in Cornwall.

Xplornet is proposing to erect a tower in North Glengarry to improve internet quality data transfer speeds in the Eastern side of North Glengarry. This project will meet some of the telecommunication needs for internet quality data transfer speeds in our community.

They are requesting that the North Glengarry Council pass a motion to approve the study of the location so that Xplornet may proceed with the public consultation process as per Innovation, Science and Economic Development Canada's (ISED) default protocol.

Xplornet has found a willing landlord for the site and they are in the process of preparing the Site Selection and Justification Report for the Township. The Township will then have the documentation so that we can review Xplornet's explanation of why this site has been chosen. Xplornet is also preparing the Public Consultation Packages that will be sent to registered property owners within the notification radius as prescribed by ISED's default protocol, which is a radius of 3 times the height of the tower. In this case 135m as the tower will be 45m.



**The legal information for the proposed site is:**

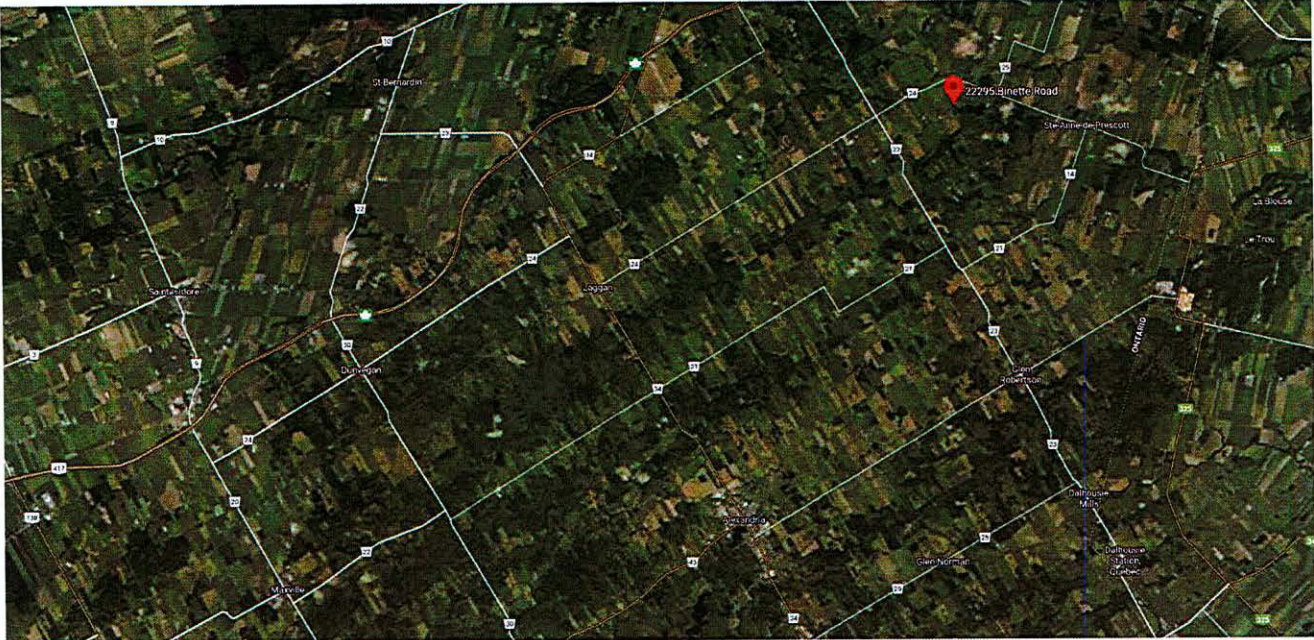
Pin No.: 671590107

Roll No.: 0111 016 013 01500

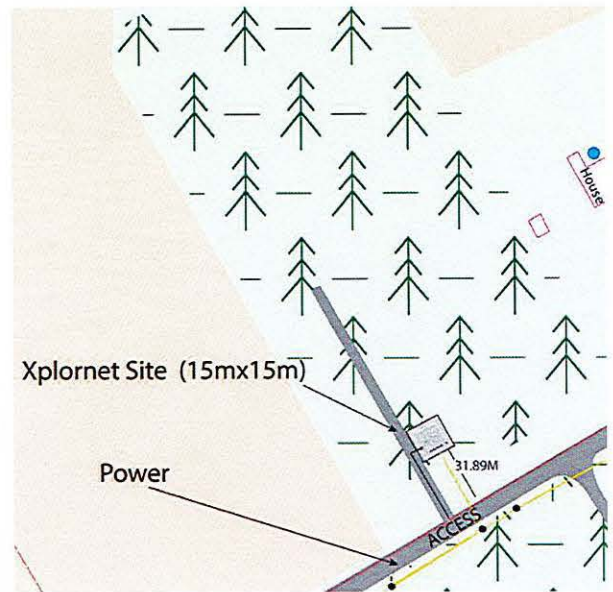
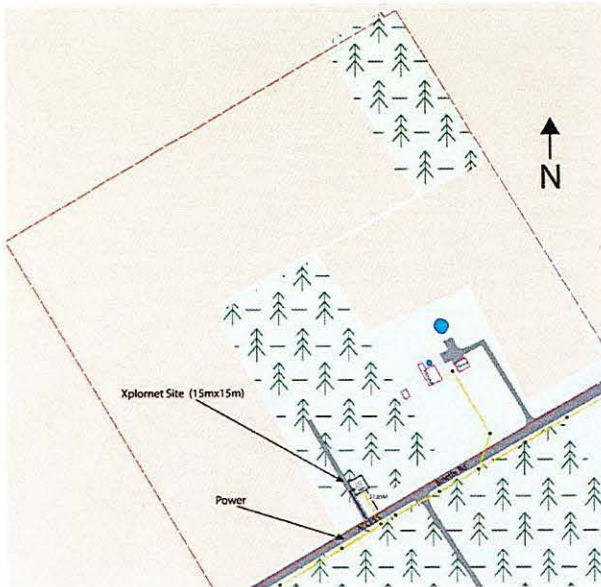
Legal Description: Pt S½ Lot 1 Con 6 Lochiel, Part 1;14R2940

Municipal Address: 22295 Binette Road, Dalkeith

Owner Name: DUBOIS, NATHALIE and WHITE, DAVID







**The general information summary is:**

- The tower will be a 45m lite duty self-support lattice tower
- Tower will have a footprint of 3m x 3m. Leased area is 15m x 15m
- There will not be a building at the base of the tower (equipment cabinets only)
- No fencing of the site
- Access will be via existing access
- Tower lighting will be evaluated at the Site Selection Justification Report stage



Xplornet will follow Industry Canada's Default Public Consultation process and Innovation, Science and Economic Development Canada's (ISED) default protocol. As mentioned above, as per Policy, all residents living within a radius of three times the height of the proposed tower will be contacted and offered consultation. An ad will be published in the Glengarry News to inform the community about the project.

Once all the documentation has been provided (The Site Selection Justification Report, the Public Notification Package, the Public Consultation Summary), Council will be requested to approve the reports and location for the Tower via a Concurrence Letter and Motion so work can proceed.

Throughout the consultation process, Xplornet will be available to all residents who may have any concerns regarding the proposed structure.

Xplornet is therefore formally requesting municipal approval to proceed with public consultation.

**Alternatives:**

No alternatives.

**Financial Implications:**

No financial implications.

**Attachments & Relevant Legislation:**

- Pre-consultation Information package
- Site plan / "map" images of the proposed location

**Others Consulted:**

N/A

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Reviewed and Approved by:  
Sarah Huskinson, CAO/Clerk



Xplornet Communications Site: ON7971 GLEN ANDREW

**Pre-consultation Information**

**GENERAL INFORMATION SUMMARY:**

- The tower will be a 45m lite duty self support lattice tower.
- Tower will have a footprint of 3m x 3m. Leased area is 15m x 15m
- There will not be a building at the base of the tower – just equipment cabinets
- No fencing of the site
- Access will be via existing access
- Tower lighting: application in progress

**LEGAL INFORMATION:**

**PIN:** 671590107

**Legal Description:** PT S1/2 LT 1 CON 6 LOCHIEL PT 1, 14R2940; NORTH GLENGARRY

**Municipal Address:** 22295 BINETTE ROAD, NORTH GLENGARRY

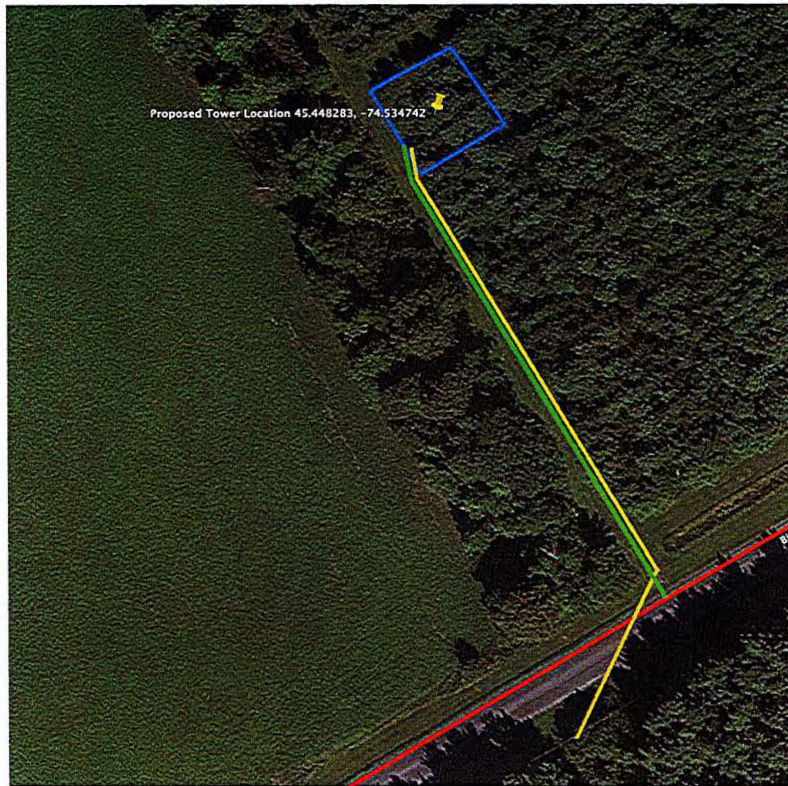
**Owner Name:** DUBOIS, NATHALIE and WHITE, DAVID

**PROPERTY BOUNDARIES:**



**SITE LOCATION MAP AND COORDINATES:**

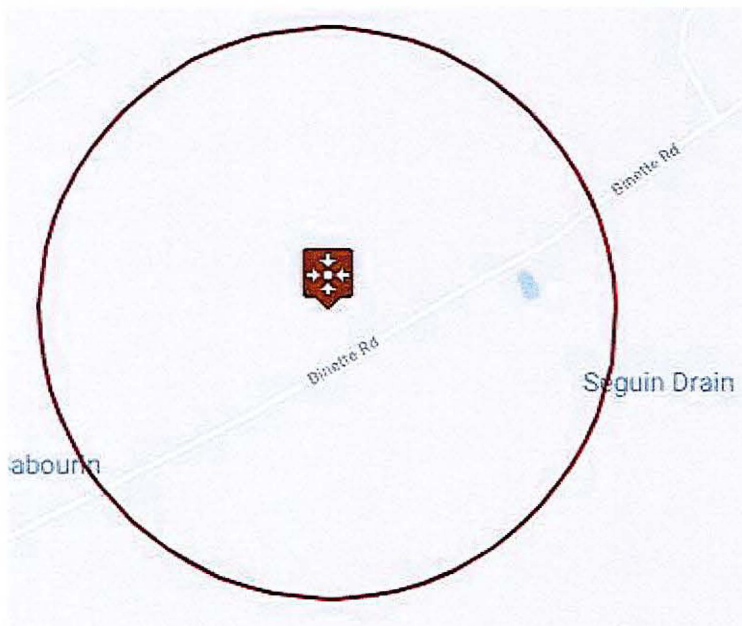
Latitude: 45.448283° Longitude: -74.534742°



**Colocation:**

There are no towers within 500m of the proposed Xplorent tower. No colocation options are available.

The map below shows a 500m radius from the tower location.





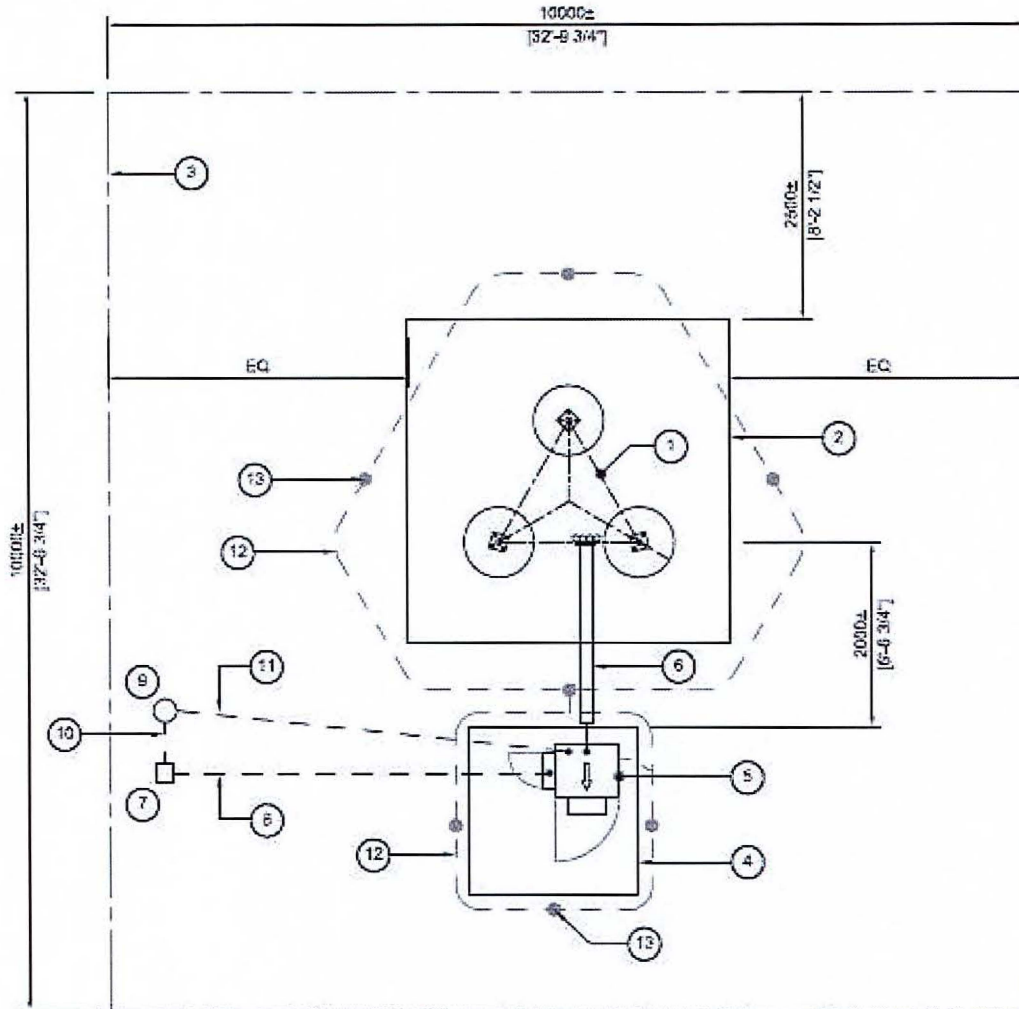
**Xplornet tower examples:**

The tower will be a lite duty self support lattice tower. It will have a footprint of 3m x 3m. There will not be a building at the base of the tower.





**TYPICAL COMPOUND LAYOUT (INCLUDES TOWER AND EQUIPMENT CABINET):**



**SITE LAYOUT & GROUNDING**  
SCALE : NTS

*Sarah Duncan*

Sarah Duncan, Real Estate & Government Affairs  
Forbes Bros Ltd.



482 South Service Road East, Unit 130  
Oakville, ON L6J 2X6  
Ph: 587.894.0773 Email: sduncan@forbesbrosltd.ca

SITE ID: Glen Andrew ON7971

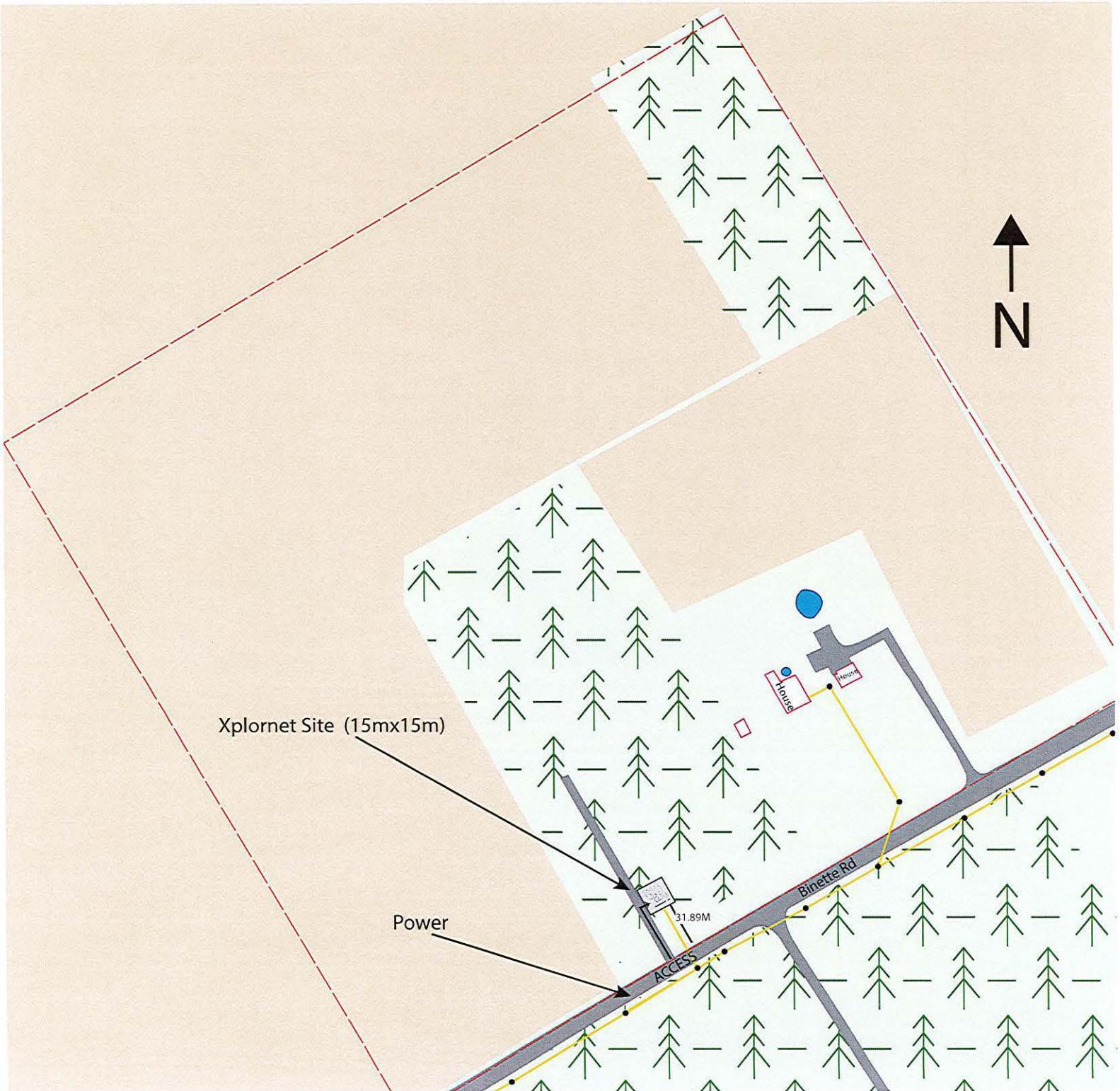
PIN:

Legal Description: 22295 Binette Rd., Dalkieth, Ontario K0B 1E0

Owner Name: DUBOIS, NATHALIE; WHITE, DAVID

LAT: 45.448283 °

LONG: -74.534742 °





SITE ID: Glen Andrew ON7971

PIN:

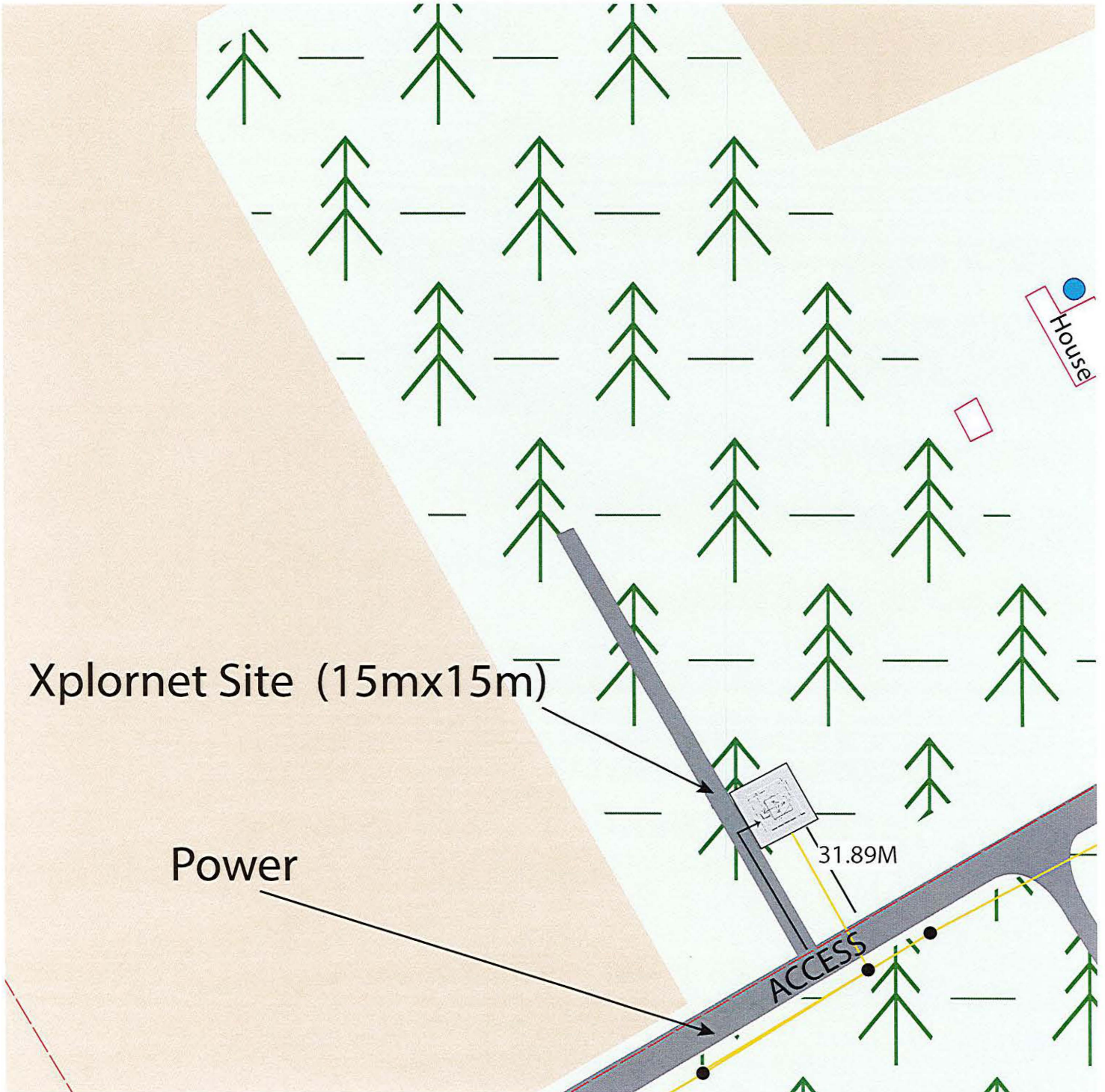
Legal Description: 22295 Binette Rd., Dalkieth, Ontario K0B 1E0

Owner Name: DUBOIS, NATHALIE; WHITE, DAVID



LAT: 45.448283 °

LONG: -74.534742°



**CORPORATION OF THE  
TOWNSHIP OF NORTH GLENGARRY**

**Resolution #**

**Date:** Monday, December 14, 2020

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**Moved by:** Jeff Manley

**Seconded by:** Brenda Noble

THAT Council receives report PW 2020- 29, Beaver Management By-Law,

AND THAT Council adopts by-law 48-2020, being a by-law to regulate how beaver management is performed in the Township of North Glengarry,

AND THAT by-law 48-2020 be read a first, second and third time and enacted in Open Council this 14th day of December 2020.

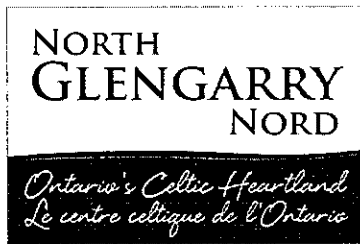
**Carried**

**Deferred**

**Defeated**

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Mayor / Deputy Mayor



## STAFF REPORT TO COUNCIL

Report No: PW 2020-29

December 14, 2020

From: Dean McDonald, Acting Director of Public Works

RE: Beaver Management By-Law

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### Recommended Motion:

THAT Council receives report PW 2020- 29, Beaver Management By-Law,

AND THAT Council adopts by-law 48-2020, being a by-law to regulate how beaver management is performed in the Township of North Glengarry,

AND THAT by-law 48-2020 be read a first, second and third time and enacted in Open Council this 14th day of December 2020.

### Background / Analysis:

Upon review of by-law 04-2000, it was found that several clauses are outdated and not being upheld. Further, staff has spoken to neighboring municipalities, none of whom implement a beaver management by-law. As beaver management remains important to the Township and the residents, staff suggests amending the existing by-law rather than rescinding it altogether. The updated by-law will reflect the current practices of the beaver management program.

The amended by-law includes the elimination of trapping on private properties and natural watercourses. Staff feel that there are risks associated with trapping on private property as well as additional costs incurred by the Township. Beaver management on natural watercourses would still occur if beavers were impacting municipal infrastructure such as roadways, municipal drains and the water supply to Mill Pond.

The Beaver Management Committee will be disbanded as it is currently not meeting. The Public Works Department will instead work with the trappers to ensure that all issues with beaver management are being monitored and acted on.

Staff would also like to remove the details on how trappers are assigned. Staff would instead like to have the freedom to work with the trappers to ensure that all trappers are receiving a fair and equal share of work and to make changes as needed to the program.



**Alternatives:**

To continue using the current beaver by-law.

**Financial Implications:**

The compensation options have not changed from by-law 04-2000 to by-law 48-2020. The amended by-law still includes the same options of being compensated on a per-unit basis, an hourly rate or a combination of the two. Currently, trappers are paid an hourly rate plus mileage. Staff feel that this is problematic as mileage affects the overall cost of a job and can affect which trapper is assigned. In the future, staff would like to compensate on a per-unit basis. The per-unit cost will be determined based on past data as well as information from neighboring municipalities. This change will not affect the budget. The Township will still incur the initial costs, but any beaver management performed on a municipal drain will be charged back to the landowners of the drain.

As the Township will no longer be trapping on private property or natural watercourses, this will decrease the beaver management budget as the Township was previously paying 50% of these costs.

**Attachments & Relevant Legislation:**

Attachment 1 – By-Law No. 48-2020

Attachment 2 – By-Law No. 04-2000

**Others Consulted:**

Zoe Bougie, Public Works Specialist

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Reviewed and Approved by:  
Sarah Huskinson, CAO/Clerk

## TOWNSHIP OF NORTH GLENGARRY

### BY-LAW No. 48-2020

**BEING** a by-law to regulate how beaver management is performed in the Township of North Glengarry.

**WHEREAS** Section 128 of the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended, provides that Council may pass by-laws prohibiting and regulating public nuisances;

**AND WHEREAS** Section 11 of the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended, authorizes Council to pass by-laws to manage drainage and flood control within the municipality;

**AND WHEREAS** Section 8 of the *Fish and Wildlife Conservation Act, 1997, S.O. 1997, c. 41* as amended, authorizes a municipality to damage and destroy a beaver dam to protect municipal property;

**AND WHEREAS** Section 81 of the *Drainage Act, R.S.O. 1990, c. D.17*, as amended, states that Council shall instruct the Drainage Superintendent to remove any minor obstructions from any drainage works;

**NOW THEREFORE**, the Council of the Corporation of the Township of North Glengarry ENACTS AS FOLLOWS:

#### SHORT TITLE

This by-law shall be known as the "*Beaver Management By-law*"

#### Part 1

#### DEFINITIONS

1.1. In this by-law:

"Beaver Activity" means the construction of beaver dams, beaver lodges, felling of trees, accumulation of logs and branches, flooding of previously dry land, raising or water levels, and interference in any manner with the use of drains, waterways, roadways, cleared land and bush land, all resulting from the natural actions of beavers;

"Corporation" means the Corporation of the Township of North Glengarry;

"Designate" means an individual appointed by the drainage superintendent to act on their behalf;

"Drainage Superintendent" means a drainage superintendent appointed by a municipality by by-law;

"Municipal Drain" means a water system that was created through a by-law;

"Private Property" means any property that is not owned by governmental legal entities;

"Trapper" means an individual who traps wild animals.

#### Part 2

#### GENERAL REQUIREMENTS FOR BEAVER MANAGEMENT

2.1. The Township of North Glengarry shall perform beaver management on:

- a) Property owned by the Township of North Glengarry.
- b) Property and waterways subject to the supervision and control of the Township including municipal drains.

**Part 3**  
**MEASURES TO REDUCE OR ALLEVIATE BEAVER ACTIVITY WITHIN THE TOWNSHIP**

- 3.1. Locate and remove beavers where they are found, using accepted and legal means of hunting and trapping as permitted under the laws of the Province of Ontario.
- 3.2. Locate and destroy beaver dams and beaver lodges in all locations where their existence has caused or is likely to cause damage to Township property.
- 3.3. Other measures to be brought to the attention of Council and which Council deems, based on advice received, to be effective will be permitted.

**Part 4**  
**TRAPPERS**

- 4.1. The Public Works Department shall maintain a list of all currently licensed trappers who are interested in undertaking work for the Township of North Glengarry. Trappers must be currently licensed through the Minister of Natural Resources and a resident of the Township of North Glengarry.
- 4.2. Trappers shall be compensated on a per-unit basis, an hourly rate or a combination of the two. A flat rate may be used to cover all work done at a particular site.
- 4.3. Trappers shall be required to submit their paperwork in a timely manner.

**Part 5**  
**TRAPPING PROCEDURE**

- 5.1. Beaver activity must be reported to the Public Works Office before any action is taken.
- 5.2. The exact location shall be recorded for billing purposes.
  - 5.2.1. If the area of beaver activity is unclear, the Drainage Superintendent or designate will further investigate the site.
- 5.3. The Drainage Superintendent or designate shall assign a trapper to the site. This trapper will not have exclusive rights to the site.
- 5.4. Trappers must submit documentation no more than one week after the completion of a job or within 30 days of the start of the work, whichever occurs first.
- 5.5. Anyone who performs unauthorized work shall not be reimbursed.

**Part 6**  
**RECOMMENDATION OF TRAPPER SERVICES TO OWNERS OF PRIVATE PROPERTIES**

- 6.1. A list of all licensed trappers who have indicated their intent to provide services on private property during a specific twelve-month period shall be provided upon request to anyone in the Township of North Glengarry looking for trapping services.

**Part 7**  
**REPEAL OF EXISTING BYLAWS**

- 7.1. Upon this by-law coming into force, by-law 04-2000 shall be rescinded.

READ a first, second, third time and enacted in Open Council, this 14 day of December 2020.

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

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

I hereby certify this to be a true copy of by-law No. 48-2020 and that such by-law is in full force and effect.

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

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

**TOWNSHIP OF NORTH GLENGARRY  
BY-LAW # 04-2000**

**WHEREAS**, Section 210, Subsection 80, Chapter M45 RSO 1990 as amended authorizes the enactment of a by-law for filling up, draining, cleaning, clearing of any grounds, yard and vacant lots and the altering, relaying or repairing of private drains;

**AND WHEREAS** Section 207, Subsection 16, prohibits the obstruction of any drain or watercourse and for requiring the person causing the obstruction to remove it;

**AND WHEREAS** Section 207, Subsection 14, Chapter M45, RSO 1990 prevents the damage to any highway or bridge or to any property within the municipality by floods arising from the overflowing or damming back of a river, stream or creek flowing through or in the neighbourhood of the municipality, for acquiring land in the municipality or in any adjoining or neighbouring municipality, and for constructing such works as may be considered necessary for that purpose, and for deepening, widening, straightening or otherwise improving such river, stream or creek in the land so acquired, or removing from it islands, rocks or other natural obstructions to the free flow of the water;

**AND WHEREAS** Section 210, Subsection 140 authorizes the enactment of a by-law for prohibiting and abating public nuisances;

**AND WHEREAS** THE DAMAGE AND DESTRUCTION TO PROPERTY, and interference with use of property and waterways in North Glengarry Township that can be directly attributable to the activities of beavers has become so widespread as to cause serious concern and expense to the Township and its ratepayers ;

**AND WHEREAS** THE TOWNSHIP COUNCIL IS RESOLVED to undertake measures that will alleviate the hardships and problems arising from such activities wherever it is practical and possible to do so;

**AND WHEREAS** THE TOWNSHIP COUNCIL RECOGNIZES there is diversity of opinion among its ratepayers as to the preferred treatment of beavers, their lodges and dams, and intends to provide the widest options available in dealing with the matter to the satisfaction of the majority of ratepayers and benefit the general welfare of its ratepayers.

**THEREFORE**, THE TOWNSHIP OF NORTH GLENGARRY hereby enacts the Beaver Management By-Law as follows:

**CLAUSE ONE**

In this By-Law, the expression "*beaver activity*" will mean and refer to the construction of beaver dams, beaver lodges, felling of trees, accumulation of logs and branches, flooding of previously dry land, raising of water levels in naturally occurring lakes, ponds, rivers and streams and watercourses whether flowing or intermittent and interference in any manner with the use of drains, waterways of any type, roadways, cleared land and bush land, all resulting from the natural actions of beavers.

**CLAUSE TWO**

The purpose of this By-Law is to provide means for alleviating the problems caused by beaver activity:

- a) on property owned by the Township of North Glengarry
- b) on property and waterways subject to the supervision and control of the Township
- c) on private property owned by North Glengarry ratepayers

- d) on private property owned by North Glengarry ratepayers that is being affected as a result of beaver activity that has occurred on neighboring privately-owned property, whether such property is contiguous or not.

### ***CLAUSE THREE***

It is recognized and accepted that no measures will permanently eradicate all beaver activity, due to the natural instincts of beavers to seek suitable habitat and food sources. Only those measures can be adopted or recommended or implemented that will reduce interference with roads, drains, etc. and minimize damage to private property. (Damage shall be deemed to include loss of use in any manner, without restricting the general definition.)

The Council of the Township of North Glengarry hereby creates an advisory committee to be known as the North Glengarry Township Beaver Management Committee, with the mandate of assisting and advising the Township Council with respect to matters related to the regulation and management of beaver activity within the township. The specific details of the mandate of the Committee will be established and modified from time to time by resolution of the Township Council. All recommendations made by the Committee will be submitted to the Township Council for approval before being implemented or any action being taken on them. The Council will establish a budgeted amount to be available to the Committee to cover its expenses, including advertising and administration.

### ***CLAUSE FOUR***

The following means have been identified as measures that may be undertaken to reduce or alleviate the results of beaver activity within the Township. This list will be reviewed and updated each year in the month of March. For measures other than trapping, the Committee will maintain and regularly update the list of suppliers, installers and the approximate cost ranges where such information is readily available.

- a) Locate and destroy beavers where they are found, using accepted and legal means of hunting and trapping as permitted under the laws of the Province of Ontario.
- b) Locate and destroy beaver lodges and beaver dams in all locations where their existence has caused or is likely to cause damage to Township property or to privately owned land, such measures to be used within the limits as permitted by the laws of the Province of Ontario.
- c) Install water level control measures, sluice gates or beaver baffles that will negate any activity on the part of beavers that is intended to flood previously dry lands, or raise the level of water to the extent that such water level will interfere with the use of property.
- d) Planting of evergreens not closer than 40 feet from the top of the banks of rivers and drains, to act as a deterrent, as the wood from these is generally not attractive to beavers, and such plantation can assist in the control of soil erosion.
- e) Other measures to be brought to the attention of Council and which Council deems, based on advice received, to be effective, will be added to this list from time-to-time by way of a resolution of Council.
- f) Paragraphs c) and d) are excluded from reimbursement procedure as they do not contribute to the elimination of beavers or damage caused by beavers, but merely serve to encourage the beavers to move to other locations.

### ***CLAUSE FIVE***

As concerns: Property owned by the Township of North Glengarry and municipal drains under the control and supervision of the Township of North Glengarry.

Upon becoming aware that as a result of beaver activity, there is interference with, or actual or imminent destruction of property owned by the Township or subject to its control and supervision, the Township will undertake such measures as appears, in the judgment of the responsible officers of the Township, necessary to alleviate the problems and terminate the interference with or damage to the property involved. Such measures will be consistent with the usual means and costs required to bring the problem under control.

Any extraordinary procedures that may be called for will first be brought to the attention of the Township Council for its consideration and approval of the use of such measures and the associated costs.

With respect to the work done on municipal drains, the costs of carrying out such measures such as removal of dams by mechanical or physical means, and/or by hiring a trapper will be shared by the Township of North Glengarry and affected landowners with the proportions to be determined by Council.

#### ***CLAUSE SIX***

Each year, at the time of preparation of the annual budget for the Township, the Council will establish a sum to be allocated to assist owners of privately owned property with the costs associated with measures taken for the control of beaver activity. Such funds will be disbursed in accordance with the formula set out below until they are exhausted. Any amounts not disbursed in any one year will be added to the amount to be allocated for the following year.

#### ***CLAUSE SEVEN***

As concerns: Privately owned property

Upon becoming aware of undesirable beaver activity taking place on privately owned property, the owner of such property may communicate with the responsible Township officer or the Beaver Management Committee to seek information on the means available to control or reduce such activity. Every effort will be made to help the property owner in obtaining information and assistance on appropriate and available control measures.

If the beaver activity complained of is not causing damage to or destruction of property owned or under the supervision and control of the Township, or is not causing interference with the use of such property or waterways, the cost of any control measures decided upon by the property owner will be undertaken entirely at the cost of such property owner, subject to any financial assistance program adopted by the Township of North Glengarry. With respect to work on municipal drains, allowance will be made for any provincial financial assistance available, and the property owner (s) will be responsible only for the balance of the costs.

#### ***CLAUSE EIGHT***

As concerns: Privately owned property affected by beaver activity on neighbouring privately owned property.

Upon becoming aware that, as a result of beaver activity, there is interference with or destruction of privately owned property, and such beaver activity is not taking place on that privately owned property, but on privately owned property that is nearby, whether it is contiguous or not, the following procedure will be implemented.

**STEP A:** The property owner experiencing the damage will communicate with the owner of

the property where the beaver activity is taking place to inform such neighbour of the activity and to request that appropriate measures be taken to reduce or eliminate such activity so that the damage or interference is stopped.

It is the intention of the Township Council that agreement between neighbours is always the most desirable means to resolve any problem affecting such neighbours.

- STEP B:** If the appropriate action is not taken within a reasonable time, in the opinion of the property owner experiencing the damage, the problem will be brought to the attention of the Beaver Management Committee which will meet with the property owner experiencing the damage at the earliest possible date to estimate the nature and extent of such damage. At this meeting the various alternatives that are available will be brought to the attention of the property owner, and a course of action may be determined, other than continuing to follow the next steps set out in this clause.
- STEP C:** In the application of this program, if the Beaver Management Committee determines that this problem will be involving a larger area they can recommend to Council that special measures to be taken.
- STEP D:** In the event that the Beaver Management Committee and the property owner cannot find a solution, the Drainage Superintendent will request a meeting with the property owner and a representative from the Beaver Management Committee where the beaver activity is taking place. At such meeting he will explain the extent and seriousness of the damage and its cause and discuss the appropriate measures to reduce or eliminate such activity and will request the property owner to undertake the necessary means to reduce or eliminate the damage to the neighbour's property, with the cost of the measures selected to be shared between the property-owners involved.
- STEP E:** Failing satisfactory resolution of the matter, the Township Council will then send a written request to the property owner on whose property the beaver activity is taking place to appear before the Council at its next regularly scheduled meeting, to discuss the means that can be undertaken to reduce or eliminate such beaver activity, and to determine the date by which such measures will be completed.
- STEP F:** If no agreement is reached in Step E, or if the property owner does not carry out the measures agreed upon under Step E, the Township Council will, upon a request being made by the Beaver management Committee, authorize the Drainage Superintendent to enter upon the property where the beaver activity is taking place, and take the measures which are the least invasive and the least costly, but that will ensure the reduction or elimination of the beaver activity complained of. The cost of such action will be billed directly to the owner(s) of the property where the measures were implemented. Such costs will not be eligible for reimbursement under Clause Nine.
- STEP G:** If the measures taken affect property of more than one property owner, the Township Council may authorize the cost of such measures to be charged in equal or unequal portions to each of the property owners affected.

#### ***CLAUSE NINE***

Any owner of property who wishes to voluntarily undertake measures to reduce or eliminate beaver activity on his or her property and who intends to seek reimbursement of part of the cost incurred for this purpose, must submit an estimate and plan of action for the measures to be taken, (excluding trapping only) which must be approved before work is done including a starting and a completion date, the names of the persons who shall execute them and the procedures the property owner intends to follow. A form will be provided by the Township Office for this purpose.



Upon completion of a project the Drainage Superintendent will verify the plan of action that was followed. With the approval of the Township Council, the property owner will then be reimbursed a percentage of the costs incurred, such percentage to be established annually by the Township Council under the terms of a separate resolution, and such funds to be paid from the amount allocated in the annual budget for such purpose.

Under no conditions does the fact that one property owner was reimbursed such portion of his or her expenses create a right for any other property owner to receive reimbursement once the funds allocated for such purpose have been exhausted in any calendar year. There will be no carry over, therefore no claim for work done will be accepted for inclusion after the end of the year during which work was done, nor will it be considered for inclusion in the following year(s).

The measures referred to in sub-paragraph (c) and (d) of Clause Four of this By-Law , will not be eligible for reimbursement under this By-Law,

#### ***CLAUSE TEN***

The Beaver Management Committee will maintain a list of all currently licenced trappers who are interested in participating in the beaver control program as well as their current service charge rate.

The current service charge arrived at will be on a per-unit basis, an hourly rate, or a combination of the two, or for trapping activities, it may also be a flat rate, all inclusive charge covering the work to be done at a particular site. In this latter case, the Township or property owner, may select the method of charging that he or she considers most appropriate, and agree upon this, in writing, with the trapper concerned at the time the trapping agreement is signed.

The current service charge will be included in the rate charged to the Township as well as to any owner of private property who seeks assistance for the control of beaver activity.

The current service charge will be used in validating invoices submitted by owners of property seeking financial assistance with their costs of controlling beaver activity. No service charges in excess of the current service charge will be considered in establishing the financial assistance to be made available to the owners of privately owned property.

#### ***CLAUSE ELEVEN***

The following policy will be used by the Township in recommending the services of trappers to the owners of privately owned property who request such recommendations.

- a) A list of all licensed trappers who have indicated their willingness to provide their services during a specific twelve month period will be maintained as an alphabetical listing based on the family name of each trapper. This list will be submitted to the Township by the Beaver Management Committee once a year in January.
- b) As calls are received from the owners of privately owned property, the next name on the list will be recommended , working down the list, in rotation. A notation of the names of the property owners will be placed beside the names of the trapper, as well as the date the recommendation was issued.
- c) The Township will maintain a list of the trappers dispatched and the assignments allocated to them. A copy of this list will be made available to The Beaver Management Committee every six months.
- d). Every trapper will be asked to provide the names of property owners with whom they have already concluded arrangements. Such arrangements will be respected, and in the event that calls are received from such property owners, the trappers recommended to them will include the name of the trapper with whom the arrangements have already been concluded. No additional arrangements between owner and trappers will be added after the list is submitted

in January.


- e) In order to be able to authorize payment to a trapper for work done on behalf of the Township, and to maintain a position on the trappers' list, each trapper will be asked to provide the Township with a brief report of the results of contacts recommended to them under this Clause, within one month of being contacted by the property owner or the Township in each case. A form for this purpose will be provided to the trappers. This form also includes time and mileage reconciliation information required for payment. Failure to submit such form will result in the removal of the trapper's name from the list and non- payment of wages.
- f) Any trapper listed may request at any time to have his name removed from the list of trappers referred to in this Clause.
- g) Trappers who request that their names be included on the list will agree to respect the property limits of each property owner who gives them authorization to carry out trapping activities, and will not knowingly extend their activities beyond the limits of the property over which such authorization extends. Upon a specific agreement between the property-owner and the trapper, the authorization to carry out trapping activities will be made exclusive and will be restricted to the trapping of beavers only.
- h) As the need for the services of trappers are required by the Township of North Glengarry, the same procedure will be followed, and the next name on the list will be the person contacted by the Township. Failing response by 9:00 a.m. the second day, the next name on the list will be contacted.

**CLAUSE TWELVE**

THAT By-Law 09-98 is repealed.

READ a first, second and third time and passed in Open Council this day , 2000.

  
\_\_\_\_\_  
Leo Poirier-Clerk

  
\_\_\_\_\_  
Grant Crack-Mayor

# **Section 7**

**UNFINISHED**

**BUSINESS**

# **Section 8**

## **CONSENT AGENDA**

**CORPORATION OF THE  
TOWNSHIP OF NORTH GLENGARRY**

**Resolution #**

**Date:** Monday, December 14, 2020

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**Moved by:** Carma Williams

**Seconded by:** Jacques Massie

THAT the Council of the Township of North Glengarry receives the items from the consent agenda for information purposes only.

**Carried**

**Deferred**

**Defeated**

---

Mayor / Deputy Mayor



## Raisin Region Conservation Authority

18045 County Road 2, P.O. Box 429, Cornwall, ON K6H 5T2 Tel: 613-938-3611 Fax: 613-938-3221 [www.rrca.on.ca](http://www.rrca.on.ca)

### MEMORANDUM

**To:** Township of North Glengarry Council, CAO, and Clerk  
**From:** Lisa Van De Ligt, Communications Specialist  
**Date:** November 20, 2020  
**Subject:** RRCA Board of Directors meeting highlights (November 19, 2020)

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The Raisin Region Conservation Authority (RRCA) Board of Directors consists of 8 representatives from the RRCA's 5 member municipalities: City of Cornwall and Townships of North Glengarry, South Glengarry, South Stormont and North Stormont.

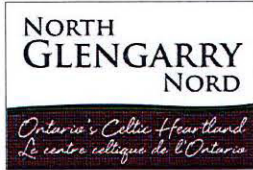
Following every Board meeting, councils, CAOs and clerks of the RRCA's 5 member municipalities are sent meeting highlights and the date of the next meeting. The RRCA Board meets monthly (except for July, August, and December).

#### November 19, 2020 RRCA Board of Directors Meeting Highlights

- Approved minutes from the October 15, 2020 meeting and October 29, 2020 electronic poll can be found at <http://www.rrca.on.ca/page.php?id=15>.
- Board passed a resolution to request the Premier and Ministers consult with conservation authorities prior to passing recent proposed amendments to the *Conservation Authorities Act*. The Board is requesting municipal support on this matter.
- Board approved 2020/2021 RRCA Tree Planting Program fee schedule.
- Board approved 2021 Gray's Creek Marina fee schedule.
- Board approved closing the RRCA Administration office from December 24, 2020 at noon to January 1, 2021 for the holidays.

**Next RRCA Board meeting date: January 21, 2021**





## Community Development Committee

### MINUTES

Wednesday, October 28 at 3:00 pm

Meeting through ZOOM

**PRESENT:** Carma Williams, Chair  
Michael Madden, Councillor  
Jeff Manley, Councillor  
Brenda Noble, Councillor  
Gina Dragone, Community Representative  
David Filion, Community Representative  
Rory Levert, Community Representative  
Dean MacGillivray, Community Representative  
Sarah Huskinson, CAO  
Anne Leduc, Director – Community Services / Recording Secretary

**REGRETS:** None

#### 1) CALL TO ORDER

The meeting was called to order at 3:03 pm by Carma Williams.

#### 2) DECLARATIONS OF PECUNIARY INTEREST

There were no declarations of pecuniary interest by the members present.

#### 3) ADDITIONS, DELETIONS OR AMENDMENTS

None

#### 4) ADOPTION OF THE AGENDA

**Moved by: Jeff Manley**

**Seconded by: David Filion**

THAT the agenda for the Community Development Committee for October 28, 2020 be adopted as amended.

**Carried.**

#### 5) ADOPTION OF THE PREVIOUS MINUTES

**Moved by: Brenda Noble**

**Seconded by: Rory Levert**

THAT the minutes of the September 30, 2020 Community Development Committee meeting be accepted as modified.

**Carried.**

**6) BUSINESS ARISING FROM THE MINUTES**

There was no new business arising from the minutes.

**7) DELEGATIONS**

None

**8) AGENDA ITEMS**

**a. Development and Marketing Strategy**

- i. Next steps – Action Items worksheet and request for funding through 2021 Capital Budget (see table attached to the Minutes)

A draft resolution will be sent by email to the Community Development Committee Members to request that a report be brought to the November Community of the Whole recommending that funds be preapproved as part of the 2021 budget in order to hire a contract employee to work on the action items for the Development and Marketing Strategy.

**b. Educational Reform / School Boundary Working Group – Update**

John Danaher was approached regarding the possibility of the Glengarry Encore remaining at the Glengarry District High School. Mr. Danaher will be bringing the information to the Board.

Mr. David Filion indicated that he had a conversation with Mayor Jamie MacDonald in regards to the Educational Reform pilot project. At this time, the Township of North and South Dundas, and North and South Stormont will need to work on defining the Educational Reform policy for their Townships before the project moves forward.

Mrs. Gina Dragone indicated that it is important to obtain the number of students that benefited from the changes to the busing boundaries and was wondering if the Student Council at GDHS might be an option to obtain this information from the school staff.

**c. Alexandria Lagoon Project – Update**

New COVID-19 Infrastructure funding was announced today by the Provincial Government but details will only be forthcoming over the next while.

The Lagoon project is being worked on to increase its visibility with the various levels of government.



**d. IHA – Update**

Mrs. Sarah Huskinson updated the Committee on the project. She indicated that lagoon upgrades would positively impact the development of the IHA Project names Glengarry Hill Village. Mr. Steve Grieveson from IHA presented the project to Council on October 26<sup>th</sup>. Phase 1 includes two initial residential hubs with green space and parking. The project is expected to break ground in the Spring 2021.

Mr. Michael Madden added that there are new partners that have joined forces with IHA including Modern Niagara and a yet to be named construction firm. This firm will be using innovative materials in the building process which is tentatively scheduled to be performed on-site.

**2) PENDING BUSINESS**

**3) CORRESPONDENCE/INFORMATION ITEMS**

**a. Key Information Report – Economic Development Update**

The report was submitted for review by the Committee regarding Community Improvement Plan, the Regional Incentives Plan, Business Retention and Expansion, Youth Retention, Branding Initiatives, Conferences, Training and Networking, Communications and various items. Staff shared the details regarding the SDG Radio Campaign and the proposed Shop Local Campaign that will be published the week of November 25<sup>th</sup> in the Glengarry News and in The Review.

**4) NEXT MEETING** November 25, 2020 at 3 pm either by Zoom or at the Glengarry Sports Palace

**5) ADJOURNMENT**


The meeting was adjourned at 4:45 pm by Michael Madden.

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**Carma Williams**  
**Chair**

	Critical Step	Responsibility	Budget	Timeline	Comments
1a	<b>Confirm Interest of Maxville Landowners to Pursue Subdivision Development</b> <ul style="list-style-type: none"> <li>Conduct due diligence with all landowners in Maxville with “subdivision-ready” land; be clear on the Township’s motivation and commitment; identify those to proceed with.</li> </ul>	Contract Employee	\$TBD cost to hire contract employee  \$5K – for incidentals / outreach (meetings, events, mileage)	Months 1 and 2	
1b	<b>Country estate and infill properties in Alexandria, Maxville and other areas in North Glengarry</b> <ul style="list-style-type: none"> <li>Reaching out to the owners of larger vacant rural properties to gauge their interest in subdivision development.</li> </ul>	Contract Employee	No additional costs	Months 1 and 2	Follow similar process to the critical path identified for Maxville.
	<ul style="list-style-type: none"> <li>Clarify the inventory of sellable infill properties</li> </ul>	Contract Employee	No additional costs	Months 1 and 2	
1c	<ul style="list-style-type: none"> <li>List properties on “real estate” portal (possibly at Township level if not yet possible at Counties level).</li> </ul>	Contract Employee  Support from SDG Counties	No additional costs	Months 1 to 12  Done in parallel with other projects	Portal can be an extensive undertaking and costly. Knowing that this is a possibility through the United Counties will save considerable time and money  Portal costs would be shared with other townships & SDG

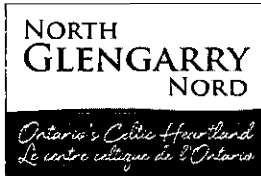
 - Represent Critical Steps for Maxville Subdivision

 - Represent steps that are accomplished alongside the Critical Steps for Maxville

	Critical Step	Responsibility	Budget	Timeline	Comments
2	<b>Create Two Township Development Teams</b> <ul style="list-style-type: none"> <li>One team will consist of technical experts who will support the landowner and land developer in understanding the opportunities and challenges of the site which leads to a clear understanding of the site's development potential.</li> <li>Another team will consist of community-minded ambassadors who will be available to answer questions from potential home buyers about aspects of living in North Glengarry.</li> </ul>	Township staff in consultation with Community Development Committee Members	\$2K – to support Team members' and Ambassadors' travel and meeting costs	Months 1 and 2	<p>Early in the process – put together mandate for Ambassadors.</p> <p>Present report on creation of Technical Development Team and Community Ambassadors with proposed call for nominations to Council</p>
3	<b>Develop a Prospectus and Secure Land Developer for subdivision</b> <ul style="list-style-type: none"> <li>Negotiate future activities and costs with landowner.</li> </ul>	Contract employee	No additional costs	Months 3 and 4	
	<ul style="list-style-type: none"> <li>Develop prospectus.</li> </ul>	Contract employee	\$5K to design prospectus and external printing.	Months 4 to 6	
	<ul style="list-style-type: none"> <li>Create list of potential land developers, communicate with them, and secure land developer.</li> </ul>	Contract employee	No additional costs	Months 1 to 6	
4	<b>Initiate the Development Process for subdivision</b> <ul style="list-style-type: none"> <li>Support the completion of the Plan of Subdivision.</li> </ul>	Township staff , Technical Development Team & Contract Employee	No additional costs	Ongoing	
	<ul style="list-style-type: none"> <li>Leverage marketing / promotions / public relations campaigns for subdivision development.</li> </ul>	Township Staff & Contract Employee	No additional costs	Ongoing	
5	<b>Reaching out to Home Buyers &amp; Real Estate Professionals for subdivision</b> <ul style="list-style-type: none"> <li>Negotiation with land developer on who does what when it comes to marketing, promotion and public relations.</li> </ul>	<p>Contract Employee</p> <p>Township's broader support of living in North Glengarry is also highly variable and dependent on County support</p>	TBD depending on developer	Months 6 to 2	Highly dependent on land developer's approach and their established in-house resources.

Other Steps	Responsibility	Budget	Timeline	Comments
<p><b>Alexandria subdivisions</b></p> <ul style="list-style-type: none"> <li>Reaching out to the owners of larger vacant rural properties surrounding Alexandria to gauge their interest in subdivision development.</li> </ul>	<p>Contract Employee or Township Staff depending on timing</p>	<p>No additional costs</p>	<p>Dependant on lagoon upgrade</p>	<p>Follow similar process to the critical path identified for Maxville.</p> <p>Effort ramps up significantly once process enters step 3 of Critical Path</p> <p>Hard costs could be less or minimal if Maxville campaign has been successful and development interest is coming to North Glengarry.</p>
<p><b>Community Improvement Plan</b></p> <ul style="list-style-type: none"> <li>Based on results, adapt Community Improvement Plan so it appeals to the target sectors.</li> </ul>	<p>Township Staff in consultation with the Arts, Culture and Heritage Committee</p>	<p>Recurring costs included in the operating budget</p>		<p>Must be completed prior to the end of 2021</p>
<p><b>Commercial gap analysis &amp;</b></p> <ul style="list-style-type: none"> <li>Prioritize the types of retail and services that the township could support at its existing population level and with more people once homes are built and occupied.</li> </ul>	<p>Third party analysis</p> <p>Post-study implementation/sales support will require significant staff time and budget of minimum \$5k</p>	<p>TBD</p>		<p>For the future if deemed necessary</p>





# Arts, Culture and Heritage Committee

## MINUTES

Monday, November 2, 2020 at 4:30 pm

### THROUGH ZOOM MEETING

**PRESENT:** Jeff Manley, Chair  
Carma Williams, Deputy Mayor  
Karen Davison Wood, Member at Large  
Deirdre Hill, Member at Large  
Dane Lanken, Member at Large  
Sharon McRae, Member at Large  
Michael Madden, Member at Large  
Nicole Nadeau, Member at Large  
Tara Kirkpatrick, Ec. Dev & Communications Officer  
Anne Leduc, Director – Community Services / Recording Secretary

**REGRETS:** Sarah Huskinson, CAO  
Kasia Olszewska, Municipal Planner

#### 1. CALL TO ORDER

The meeting was called to order at 4:35 p.m.

#### 2. DECLARATIONS OF PECUNIARY INTEREST

Dane Lanken declared a pecuniary interest in items 8) b. i & ii

#### 3. ADDITIONS, DELETIONS OR AMENDMENTS

Item 8) a. v Request from Jacques Lajoie 72 Kenyon Street West, Alexandria

#### 4. ADOPTION OF THE AGENDA

**Moved by:** Karen Davison Wood

**Seconded by:** Deirdre Hill

That the agenda for the Arts, Culture and Heritage Meeting of November 2, 2020 be adopted as amended.

Carried.

**5. ADOPTION OF PREVIOUS MINUTES**

**Moved by: Carma Williams**

**Seconded by: Sharon McRae**

That the minutes for the Arts, Culture and Heritage Meeting of October 5, 2020 be adopted as presented.

**Carried.**

**6. BUSINESS ARISING FROM THE MINUTES**

None

**7. DELEGATIONS**

None

**8. AGENDA ITEMS**

**a. Community Improvement Plan**

- i. Approval of art project for Fauxmagerie Zengarry

**Moved by: Dane Lanken**

**Seconded by: Nicole Nadeau**

THAT the Arts, Culture and Heritage Committee recognizes the online vote conducted by email on October 20th, 2020 in order to approve the following motion;

THAT the Arts, Culture and Heritage Committee receives this staff report; and approves the renderings for the three (3) public art components related to the ongoing CIP project at 209-215 Main Street North, Alexandria, as submitted by the applicant, Lynda Turner.

The emailed vote was first moved by Jeff Manley and it was seconded by Deirdre Hill. Carma Williams, Michael Madden, Dane Lanken, Nicole Nadeau, Sharon McRae and Karen Davidson-Wood also voted in favour of the motion. There were no votes cast against the motion.

**Carried.**

- ii. Approval of art project for St. Margaret Apartments

**Moved by: Carma Williams**

**Seconded by: Deirdre Hill**

That the Arts, Culture and Heritage Committee recognizes the online vote conducted by email on October 7th, 2020 in order to approve the following motion;

THAT the Arts, Culture and Heritage Committee receives this staff report; and approves the modification to the CIP project at 88 St. Paul Street, in Alexandria, to reduce the number of stained glass panels originally proposed to be created for this property from ONE, round window and TEN, 8" x 24" panels; to ONE, round window and FOUR, 8" x 24" panels; and

THAT the ACHC approve the final artwork for the five Public Art components, as submitted by the applicant, Lyn Lacombe; representing a matching Public Art Grant of 50% up to a total of \$921.67.

During email voting, the motion was first moved by Dane Lancken and it was seconded by Sharon McRae. Jeff Manley, Michael Madden, Deirdre Hill, Nicole Nadeau and Carma Williams also sent in emails voting in favour of the motion. There were no emailed votes against this motion.

**Carried.**

iii. CIP application for The Atlantic

**Moved by: Michael Madden**

**Seconded by: Karen Davison Wood**

THAT the Arts, Culture and Heritage Committee recommends the following to Council for the Community Improvement Plan Project at 36 McDougald Avenue, as submitted by Ron Edwards, signing authority for 2776808 Ontario Inc.

- Program C – Civic Address Grant representing one civic sign provided by the municipality as part of its civic sign program;
- Program C – Commercial Signage grant representing a matching grant of 50% up to a maximum of \$1,927.50;
- Program E – Building Permit Fee Grant representing a matching grant of 100% up to maximum of \$90.00.

Total Grants: \$2,017.50

**Carried.**

iv. Update on Council Report for CIP extension

Staff confirmed that at the October 26, 2020 meeting, Council has approved an extension to the Community Improvement Plan until December 31, 2021.

v. 72 Kenyon Street West, Alexandria – Jacques Lajoie

Staff presented an email from Mr. Lajoie asking that the Committee waive the regular CIP process and accept his application retroactive to the work that was performed on the building located at 72 Kenyon Street West in Alexandria ON.

The Committee discussed this request from Mr. Lajoie and is of the opinion that this request does not conform to the requirements of the CIP. The project was started prior to any application being deposited with Township Staff and accepted by the Township's Council. Staff will draft a response to Mr. Lajoie thanking him for his work on his building and the resulting improvements to the overall esthetics of the Village.

**b. Blue Plaques Program**

i. Application for 18 St. Georges East, Alexandria



**Moved by: Michael Madden**

**Seconded by: Carma Williams**

THAT the Arts, Culture and Heritage Committee approves that a North Glengarry Blue Plaque be commissioned and installed at 18 St. George Street East, in Alexandria to recognize the important role Mr. Hugh Munro played in the development of Alexandria.

**Carried.**

- ii. Application for 25 St. Georges East, Alexandria

**Moved by: Karen Davison Wood**

**Seconded by: Deirdre Hill**

THAT the Arts, Culture and Heritage Committee approves that a North Glengarry Blue Plaque be commissioned and installed at 25 St. George Street East, in Alexandria to recognize the important role Mr. John D. McIntosh played in the development of Alexandria.

**Carried.**

**9. PENDING BUSINESS**

None

**10. CORRESPONDENCE/INFORMATION ITEMS**

None

**11. NEXT MEETING**

The next meeting will be held on December 7, 2020 at 4:30 pm – location to be determined.

**12. ADJOURNMENT**

The meeting was adjourned at 5:10 by Carma Williams.

---

**Jeff Manley**

## **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:** Monday, December 14, 2020

---

**Moved by:** Jacques Massie

**Seconded by:** Michael Madden

**Proceed "In Closed Session",**

Disposition of Land (as this matter deals with a proposed or pending acquisition or disposition of land by the municipality or local board they may be discussed in closed session under sections 239 (2)(c) of the *Ontario Municipal Act*);

Legal (as this matter deals with advice that is subject to solicitor-client privilege, including communications necessary for that purpose they may be discussed in closed session under sections 239 (2)(f) of the *Ontario Municipal Act*);

And adopt the minutes of the Municipal Council Closed Session meeting of November 9, 2020 and November 18, 2020.

**Carried**

**Deferred**

**Defeated**

---

Mayor / Deputy Mayor

**CORPORATION OF THE  
TOWNSHIP OF NORTH GLENGARRY**

**Resolution #**

**Date:** Monday, December 14, 2020

---

**Moved by:** Michael Madden

**Seconded by:** Johanne Wensink

Adopt Minutes of "Closed Session"

That the minutes of the Municipal Council "Closed" session meeting of November 9, 2020 and November 18, 2020 be adopted as printed.

**Carried**

**Deferred**

**Defeated**

---

Mayor / Deputy Mayor



**CORPORATION OF THE  
TOWNSHIP OF NORTH GLENGARRY**

**Resolution #**

**Date:** Monday, December 14, 2020

---

**Moved by:** Johanne Wensink

**Seconded by:** Carma Williams

That we return to the Regular Meeting of Council at \_\_\_\_\_.

**Carried**

**Deferred**

**Defeated**

---

Mayor / Deputy Mayor

## **Section 13**

**CONFIRMING BY-LAW**

**CORPORATION OF THE  
TOWNSHIP OF NORTH GLENGARRY**

**Resolution #**

**Date:** Monday, December 14, 2020

---

**Moved by:** Carma Williams

**Seconded by:** Jacques Massie

That the Council of the Township of North Glengarry receive By-law 50-2020; and

That Council adopt by-law 50-2020 being a by-law to adopt, confirm and ratify matters dealt with by Resolution and that By-law 50-2020 be read a first, second, third time and enacted in Open Council this 14th day of December, 2020.

**Carried**

**Deferred**

**Defeated**

---

Mayor / Deputy Mayor

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

**BY-LAW 50 - 2020  
FOR THE YEAR 2020**

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

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

**WHEREAS** it is deemed expedient that the proceedings, decisions and votes of the Council of the Corporation of the Township of 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 December 14, 2020 in respect to each motion passed and taken by the Council at its meetings, is hereby adopted, ratified and confirmed, as if each resolution or other action was adopted, ratified and confirmed by its separate by-law; and;
2. **THAT** the Mayor and the proper officers of the Township of 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 14<sup>th</sup> day of December 2020

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

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

I, hereby certify that the forgoing is a true copy of By-Law No. 50-2020, duly adopted by the Council of the Township of North Glengarry on the 14<sup>th</sup> day of December 2020.

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

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

# **Section 14**

# **ADJOURN**

**CORPORATION OF THE  
TOWNSHIP OF NORTH GLENGARRY**

**Resolution #**

**Date:** Monday, December 14, 2020

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**Moved by:** Jacques Massie

**Seconded by:** Brenda Noble

There being no further business to discuss, the meeting was adjourned at \_\_\_\_\_ p.m.

**Carried**

**Deferred**

**Defeated**

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Mayor / Deputy Mayor