

# THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY

## Regular Meeting of Council

Monday July 13, 2020 at 7:00 p.m. – via zoom

### Draft Agenda

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 – June 22, 2020
5. **DELEGATION(S)**
6. **STAFF REPORTS**
  - CAO/Clerk's Department**
    - a) By-law 31-2020 – By-Election
    - b) Rental of Apple Hill Medical Centre Building
  - Planning/Building & By-law Enforcement Department**
    - c) By-law 30-2020 - Cannabis Related Development Housekeeping
  - Public Works Department**
    - d) Concession Road 6 Update
    - e) Road in Need Update
7. **UNFINISHED BUSINESS**
8. **CONSENT AGENDA**
9. **NEW BUSINESS**
10. **NOTICE OF MOTION**

Next Regular Public Meeting of Council  
Monday July 27, 2020 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**

Solicitor-client privilege (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 June 22, 2020.
13. **CONFIRMING BY-LAW**
  - a) By-law No. 33-2020
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:** July 13, 2020

**MOVED BY:** Brenda Noble

**SECONDED BY:** Johanne Wensink

THAT the Council of the Township of North Glengarry accepts the agenda of the Regular Meeting of Council on Monday July 13, 2020.

**Carried**

**Defeated**

**Deferred**

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**MAYOR / DEPUTY MAYOR**

**YEA**

**NEA**

**Deputy Mayor:** Carma Williams

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**Councillor:** Jacques Massie

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**Councillor:** Brenda Noble

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**Councillor:** Jeff Manley

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**Councillor:** Johanne Wensink

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**Mayor:** Jamie MacDonald

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**Section 3**

## **Section 4**

# **ADOPTION OF PREVIOUS MINUTES**

**CORPORATION OF  
THE  
TOWNSHIP OF NORTH GLENGARRY**

**RESOLUTION #** \_\_\_\_\_

**DATE:** July 13, 2020

**MOVED BY:** Carma Williams

**SECONDED BY:** Jeff Manley

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

Regular Meeting of Council – June 22, 2020

**Carried**  
\_\_\_\_\_

**Defeated**  
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**Deferred**  
\_\_\_\_\_

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**MAYOR / DEPUTY MAYOR**

	<b>YEA</b>	<b>NEA</b>
<b>Deputy Mayor:</b> Carma Williams	_____	_____
<b>Councillor:</b> Jacques Massie	_____	_____
<b>Councillor:</b> Brenda Noble	_____	_____
<b>Councillor:</b> Jeff Manley	_____	_____
<b>Councillor:</b> Johanne Wensink	_____	_____
<b>Mayor:</b> Jamie MacDonald	_____	_____

**Section 4**







## 6. STAFF REPORTS

### Treasury Report

#### a) Penalty Forgiveness

##### Resolution No. 3

**Moved by:** Johanne Wensink

**Seconded by:** Carma Williams

That the Council of the Township of North Glengarry accept report TR-2020-21 – the Director of Finance/Treasurer for penalty forgiveness and recommends that penalty and interest charges for taxes and water works arrears be extended for the month of July 2020.

**Carried**

#### b) Municipal Modernization and Efficiency Funding

##### Resolution No. 4

**Moved by:** Carma Williams

**Seconded by:** Johanne Wensink

THAT the Council of the Township of North Glengarry accepts report TR-2020-22 Director of Finance/Treasurer and approves a transfer from the Modernization and Efficiency Reserve to fund the following:

- CGIS Building/by-law software;
- Intranet implementation;
- Roads Needs Study; and
- Future facilities efficiencies

**Defeated**

#### c) By-law 25-2020 - Amend fees and charged by-law 01-2020

##### Resolution No. 5

**Moved by:** Brenda Noble

**Seconded by:** Jeff Manley

THAT the Council for the Township of North Glengarry receives the Staff Report No. TR-2020-23 regarding the 2020 Fees and Charges By-law; and

THAT Council adopt By-law 25-2020 and that by-law be read a first, second, third time and enacted in Open Council, this 22<sup>nd</sup> day of June 2020.

**Carried**

### Planning/Bldg. & By-law Enforcement Department

#### d) By-law 27-2020 – Removal of Holding Housekeeping Zoning By-law

##### Resolution No. 6

**Moved by:** Carma Williams

**Seconded by:** Brenda Noble

THAT Council of the Township of North Glengarry approve the Removal of Holding Housekeeping Zoning By-law Amendment; and

That Council adopt by-law 27-2020 and that By-law be read a first, second, third time and enacted in Open Council this 22<sup>nd</sup> day of June, 2020.

**Carried**

**Public Works Department**

**e) Winter Maintenance Agreement – United Counties of S, D & G.**

**Resolution No. 7**

**Moved by:** Carma Williams

**Seconded by:** Brenda Noble

That Council of the Township of North Glengarry receive Report – PW – 06-2020, Winter Maintenance Agreement – United Counties of Stormont, Dundas and Glengarry; and further

That Council of the Township of North Glengarry accept and approve the Winter Maintenance Agreement and authorize the Mayor and CAO/Clerk to sign on behalf of the Township of North Glengarry; and further

That Council of the Township of North Glengarry authorize the CAO to make minor amendments as they relate to the winter maintenance of the section of County Road 43 between County Road 46 and County Road 34.

**Carried**

**f) Transition of the Blue Box to Full Producer Responsibility**

**Resolution No. 8**

**Moved by:** Jacques Massie

**Seconded by:** Jeff Manley

BEING a Resolution to define the current preferred transition date for the Blue Box Program to full producer responsibility.

WHEREAS the amount of single-use plastics leaking into our lakes, rivers and waterways is a growing area of public concern;

WHEREAS reducing the waste we generate and reincorporating valuable resources from our waste stream into new goods can reduce GHGs significantly;

WHEREAS the transition to full producer responsibility for packaging, paper and paper products is critical to reducing waste, improving recycling and driving better economic and environmental outcomes;

WHEREAS the move to a circular economy is a global movement, and that the transition of Blue Box programs would go a long way toward this outcome;

WHEREAS the Township of North Glengarry is supportive of a timely, seamless and successful transition of Blue Box programs to full financial and operational responsibility by producers of packaging, paper and paper products;

AND WHEREAS the Association of Municipalities of Ontario has requested municipal governments with Blue Box programs to provide an indication of the best date to transition our Blue Box program to full producer responsibility;

THEREFORE, BE IT RESOLVED:

THAT the Township of North Glengarry would like to transition their Blue Box program to full producer responsibility July 1, 2024;

AND THAT this decision is based on the following rationale:

1. The decision is in no way binding on the Township of North Glengarry.
2. The Township of North Glengarry may at its' sole discretion choose a different transition day, month or year.
3. The decision is intended to allow coordinate transition with all local municipalities within the United Counties of Stormont, Dundas and Glengarry.

AND THAT the Municipality of North Glengarry would be interested in providing collection and processing services to Producers should we be able to arrive at mutually agreeable commercial terms;

AND THAT any questions regarding this resolution can be directed to Sarah Huskinson, Chief Administrative Officer at 613-525-1110;

AND THAT the resolution be forwarded to the United Counties of Stormont, Dundas and Glengarry, Local Municipalities within the United County, the Association of Municipalities of Ontario and the Ontario Ministry of the Environment, Conservation and Parks.

**Carried**

#### **g) Concession Road 6 Construction**

##### **Resolution No. 9**

**Moved by:** Brenda Noble

**Seconded by:** Jacques Massie

BEING a Resolution to define the scope of work for the repairs to Concession Road 6, including additional budget allocations for 2020

WHEREAS the Committee of the Whole for the Township of North Glengarry, at its meeting of June 17, 2020, directed that Concession Road 6 from municipal address 19963 westerly to County Road 30 be repaired by way of a pulverize and pave a single lift of asphalt at an estimated cost of \$714,450 plus HST;

THEREFORE BE IT RESOLVED:

THAT the existing 2020 budget allocation for Concession Road of \$409,936 be used for that purpose;

AND THAT the 2020 shortfall estimated to be \$304,514 be funded from the Federal Gas Tax Reserve Fund;

AND THAT the Dominion Bridge Structure 59 with an allocated budget of \$315,061 which was to be funded out of the Federal Gas Tax Reserve Fund be deferred to a future year.

#### **h) By-law 28-2020 – Appoint Drainage Superintendent**

##### **Resolution No. 10**

**Moved by:** Johanne Wensink

**Seconded by:** Jeff Manley

THAT Report – PW-13-2020 Appointment of Drainage Superintendent be received; and further

THAT Council consider a By-Law to appoint Dean McDonald as Drainage Superintendent for the Township of North Glengarry; and

That By-law 28-2020 be read a first, second, third time and enacted in Open Council this 22<sup>nd</sup> day of June, 2020.

**Carried**

**7. UNFINISHED BUSINESS**

**8. CONSENT AGENDA**

- a) Clerk’s Dept Workplan Update
- Treasury’s Dept Workplan Update
- Community Services Dept. Workplan Update
- Planning/Bldg. & By-law Enforcement Dept. Workplan Update
- Regional Waste Management Study
- Public Works Dept. Workplan Update
- Fire Dept Workplan Update
- Public Meeting – October 15, 2019
- Public Meeting – November 25, 2020
- Planning Committee Meeting – November 25, 2020

**Resolution No. 11**

**Moved by:** Jacques Massie

**Seconded by:** Johanne Wensink

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

**Carried**

**9. NEW BUSINESS**

**10. NOTICE OF MOTION** – Next Meeting of Council, Monday July 13, 2020

**11. QUESTION PERIOD**

**12. CLOSED SESSION BUSINESS**

**Resolution No. 12**

**Moved by:** Carma Williams

**Seconded by:** Brenda Noble

**Proceed "In Closed Session",**

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

Solicitor-client privilege (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 January 13, 2020, March 9, 2020 and June 8, 2020.

**Carried**

**Resolution No. 13**

**Moved by:** Johanne Wensink

**Seconded by:** Carma Williams

That we return to the Regular Meeting of Council at 8:20 p.m.

**Carried**



**13. CONFIRMING BY-LAW**

**a) By-law 29-2020**

**Resolution No. 14**

**Moved by:** Jeff Manley

**Seconded by:** Brenda Noble

That the Council of the Township of North Glengarry receive By-law 29-2020; and

That Council adopt by-law 29-2020 being a by-law to adopt, confirm and ratify matters dealt with by Resolution and that By-law 29-2020 be read a first, second, third time and enacted in Open Council this 22<sup>nd</sup> day of June, 2020.

**Carried**

**14. ADJOURN**

**Resolution No. 15**

**Moved by:** Brenda Noble

**Seconded by:** Johanne Wensink

There being no further business to discuss, the meeting was adjourned at 8:21 p.m.

**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:** July 13, 2020

**MOVED BY:** Johanne Wensink

**SECONDED BY:** Carma Williams

THAT the Council of the Township of North Glengarry receives Staff Report No. AD-2020-13;

And THAT a by-election be held to fill the vacancy for the office of Councillor representing Ward 3 in the Township of North Glengarry;

And THAT the by-election be administered via in-person voting only;

And THAT Voting Day be Friday, September 25, 2020.

And THAT Council adopt by-law 31-2020, being a by-law to require a by-election to fill the vacancy for the office of Township Councillor representing Ward 3;

AND THAT by-law 31-2020 be read a first, second and third time and enacted in Open Council this 13<sup>th</sup> day of July, 2020.

**Carried**  
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**Defeated**  
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**Deferred**  
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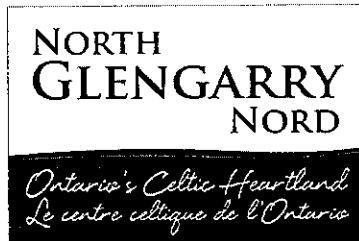
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**MAYOR / DEPUTY MAYOR**

	<b>YEA</b>	<b>NEA</b>
<b>Deputy Mayor:</b> Carma Williams	_____	_____
<b>Councillor:</b> Jacques Massie	_____	_____
<b>Councillor:</b> Brenda Noble	_____	_____
<b>Councillor:</b> Jeff Manley	_____	_____
<b>Councillor:</b> Johanne Wensink	_____	_____
<b>Mayor:</b> Jamie MacDonald	_____	_____

**Section 6 Item a**





## **STAFF REPORT TO COUNCIL**

**Report No: AD-2020-13**

**July 13, 2020**

From: Sarah Huskinson – Chief Administrative Officer/ Clerk

RE: By-election

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### **Recommended Motion:**

THAT the Council of the Township of North Glengarry receives Staff Report No. AD-2020-13;

And THAT a by-election be held to fill the vacancy for the office of Councillor representing Ward 3 in the Township of North Glengarry;

And THAT the by-election be administered via in-person voting only;

And THAT Voting Day be Friday, September 25, 2020.

And THAT Council adopt by-law 31-2020, being a by-law to require a by-election to fill the vacancy for the office of Township Councillor representing Ward 3;

AND THAT by-law 31-2020 be read a first, second and third time and enacted in Open Council this 13<sup>th</sup> day of July, 2020.

### **Background / Analysis:**

On March 23, 2020 Council passed a by-law to deem the Alexandria Ward Councillor seat vacant. Due to COVID-19, the by-election was put on hold on April 14<sup>th</sup>, until such a time when it was deemed to be safe to run a campaign and an election. This was done by the clerk under Section 53 of the Elections Act.

It has been several months since COVID-19 and a state of emergency was put in place from the province. We are now in Phase 2 of the re-opening and it seems the emergency order will be lifted later this month. With the mandatory masking put in place with the EOHU directive and people generally more cautious regarding COVID and safety, it seems it may be safe to conduct the by-election.

As per the Municipal Elections Act (MEA), the Clerk shall fix the date of Nomination Day to be a date no more than 60 days after the death of a Councillor. However, since the emergency was declared by the Clerk on April 14<sup>th</sup>, this clock stopped. It is recommended that, Nomination Day be set as Thursday, August 13<sup>th</sup>, 2020. Nominations will be accepted by eligible candidates up to 2pm on Nomination Day. Campaigning may begin after the nomination papers are filed, which may be prior to this date.

As per the MEA, Voting day for a by-election for an office must be 45 days after Nomination Day. As such, Voting Day will be set for Friday, September 25, 2020. Staff are recommending paper ballots with one location, at the Sandfield Centre in Alexandria. The polls will be manned by Staff for the 4 days prior to voting day, during regular business hours and then from 8am to 8pm on the voting day. A COVID safe environment will be created, with one entrance in and one entrance out. Limitations on the amount of people in the building, mask requirements and other safety precautions will be taken, based on the current provincial and health unit requirements and regulations at the time.

Staff will begun to prepare a workplan for the by-election. MPAC has been contacted to begin to prepare the voters list. A by-election policy, Accessibility Plan and also a guide for candidates and voters will need to be prepared.

**Alternatives:**

None.

**Financial Implications:**

The election reserve has sufficient funds to pay for the by-election costs.

**Attachments & Relevant Legislation:**

By-law 31-2020 By-Election

**Others Consulted:**

None.

Sarah Huskinson  
Chief Administrative Officer/ Clerk

# THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY

## BY-LAW NO. 31-2020

**BEING** a by-law to require a by-election to fill the vacancy for the office of Township Councillor representing Ward 3.

**WHEREAS** Section 259 of the Municipal Act, 2001, S.O. 2001, c.25, as amended establishes that the office of a member of Council of a municipality becomes vacant upon the death of a member;

**AND WHEREAS** Section 262 (1) of the Municipal Act S.O. 2001, states that if the office of a member of Council becomes vacant upon the death of a member, the Council shall declare the office to be vacant at one of its next two meetings;

**AND WHEREAS** in accordance with Section 262 (1) of the Act, the Council of the Township of North Glengarry declares the office of Ward 3 Councillor to be vacant on March 14, 2020;

**AND WHEREAS** Section 263 of the Municipal Act S.O. 2001, establishes that where the vacancy occurs in the office of a member of Council of a municipality, the Council may pass a by-law to require that a by-election be held to fill the vacancy in the office of Councillor Ward 3;

**NOW THEREFORE BE IT RESOLVED THAT** the Township of North Glengarry enacts as follows:

1. **THAT** a by-election be held to fill the vacancy for the office of Councillor representing Ward 3 in the Township of North Glengarry.
2. **THAT** said by-election be conducted in accordance with Section 65 of the Municipal Elections Act, R.S.O. 1996.
3. **THAT** the by-election be administered via in-person voting only;
4. **THAT** Voting Day be September 25, 2020.
5. **THAT** by-law 13-2020 is hereby repealed in its entirety.

**READ** a first, second, third time and enacted in Open council this 13<sup>th</sup> day of July, 2020

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

\_\_\_\_\_  
Mayor

I hereby certify this to be a true copy of By-law 31-2020, and that such by-law is in full force and effect.

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

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

**CORPORATION OF  
THE  
TOWNSHIP OF NORTH GLENGARRY**

**RESOLUTION #** \_\_\_\_\_

**DATE:** July 13, 2020

**MOVED BY:** Carma Williams

**SECONDED BY:** Johanne Wensink

THAT the Council of the Township of North Glengarry receives Staff Report No. AD-2020-14;

AND THAT the Council of the Township of North Glengarry authorizes the Mayor and CAO to enter into a lease agreement with CEBEM Catering,

And THAT Council adopt by-law 32-2020, being a by-law to authorize the Mayor and Clerk to enter into a lease agreement with CEBEM Catering for a portion of the property known as the 3749 Old Orchard Street;

AND THAT by-law 32-2020 be read a first, second and third time and enacted in Open Council this 13<sup>th</sup> day of July 2020.

**Carried**

**Defeated**

**Deferred**

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**MAYOR / DEPUTY MAYOR**

**Deputy Mayor:** Carma Williams

**Councillor:** Jacques Massie

**Councillor:** Brenda Noble

**Councillor:** Jeff Manley

**Councillor:** Johanne Wensink

**Mayor:** Jamie MacDonald

**YEA**

**NEA**

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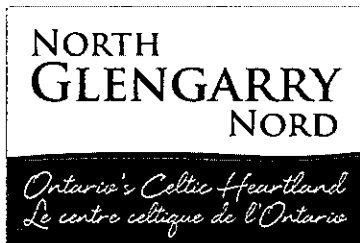
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**Section 6 Item b**





## **STAFF REPORT TO COUNCIL**

**Report No: AD-2020-14**

**July 13, 2020**

**From:** Sarah Huskinson – Chief Administrative Officer/ Clerk

**RE:** Rental of Apple Hill Medical Centre Building

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### **Recommended Motion:**

THAT the Council of the Township of North Glengarry receives Staff Report No. AD-2020-14;

AND THAT the Council of the Township of North Glengarry authorizes the Mayor and CAO to enter into a lease agreement with CEBEM Catering,

And THAT Council adopt by-law 32-2020, being a by-law to authorize the Mayor and Clerk to enter into a lease agreement with CEBEM Catering for a portion of the property known as the 3749 Old Orchard Street;

AND THAT by-law 32-2020 be read a first, second and third time and enacted in Open Council this 13<sup>th</sup> day of July 2020.

### **Background / Analysis:**

Elwyn Massia, owner and operator of CEBEM Catering, approached staff to inquire about rental of the municipally owned building located at 3749 Old Orchard Street in Apple Hill, known as the “Apple Hill Medical Building”. The building has been vacant since 2012 and is on the same parcel of land as the Community Centre, located to the rear of the property.

Council directed staff to meet with Mr Massia and discuss the rental. Mr. Massia indicated to staff the desire to open a catering service which would see the preparation and distribution of meals for seniors. The food would be prepared onsite and either picked up or delivered to the seniors. There may also be a small store front, with food related goods such as soy sauce or ketchup for purchase. Staff attended the site with Mr. Massia and have been negotiating a lease document. The lease document is attached for Council’s review and approval.

The costs of all renovations to the building will be paid for by Mr. Massia. All relevant permits, such as building permits, EOHU and ESA approval, will all be initiated and

completed by Mr. Massia. The building is currently insured municipally and will remain on our policy. However, Mr. Massia will have liability and contents insurance for his business. Proof of insurance will be required.

The current zoning is institutional and exempt, as it is a municipally owned and operated building. Since the lease will be no longer for municipal use, there will need to be a zoning change. Staff are currently working on this. There will be no incremental cost to change the zoning and it may be done for this building only (leaving the adjacent community centre as institutional).

**Alternatives:**

Option 1: THAT the Council of the Township of North Glengarry authorizes the Mayor and CAO to enter into an agreement with CEBEM Catering for the lease of 3749 Old Orchard Street.

Option 2: (not recommended) THAT the Council of the Township of North Glengarry does not authorize the Mayor and CAO to enter into an agreement with CEBEM Catering for the lease of 3749 Old Orchard Street.

**Financial Implications:**

The rental revenue will be added to the 2021 as additional revenue.

**Attachments & Relevant Legislation:**

By-law 32-2020 Lease Agreement with CEBEM Catering

**Others Consulted:**

None.

Sarah Huskinson  
Chief Administrative Officer/ Clerk

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

**BY-LAW NO. 32-2020**

**BEING** a by-law to authorize the Mayor and Clerk to enter into a lease agreement with CEBEM Catering for a portion of the property known as the 3749 Old Orchard Street.

**WHEREAS** the Municipal Act, 2001, Section 8, 9 and 10, authorizes Council to enter into agreements for the purposes of leasing property;

**AND WHEREAS** the Council of the Corporation of the Township of North Glengarry deems it desirable to enter into a lease agreement with CEBEM Catering for the lease of space at 3749 Old Orchard Street, Apple Hill, Ontario;

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

1. **THAT:** The Lease Agreement marked Schedule "A" attached hereto and made part of this by-law shall constitute an agreement between the Corporation of the Township of North Glengarry (the Landlord) and CEBEM Catering (the Tenant).
2. **THAT:** The Mayor and Clerk are hereby empowered to do and execute all papers and documents necessary to the execution of this by-law.
3. **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 13<sup>th</sup> day of July, 2020.

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

\_\_\_\_\_  
Mayor

I, hereby certify that the forgoing is a true copy of By-Law No. 32-2020, duly adopted by the Council of the Township of North Glengarry on the 13<sup>th</sup> day of July, 2020.

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

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

# **LEASE (COMMERCIAL)**

Made in duplicated the \_\_\_ day of \_\_\_\_\_, 2020

BETWEEN

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

**(the "Landlord")**

and

**CEBEM Catering**

**(the "Tenant")**

In Consideration of the rents, covenants and obligations stipulated herein the Landlord and the Tenant have agreed to enter into a Lease of certain premises being a portion of the property known municipally as the 3749 Old Orchard Street, legal description Concession 1, Part Lot 36, former Township of Kenyon, Roll No. 0111 011 001 54200, Pin No. 671130111, hereinafter referred to as the "Premises", depicted on the sketch attached hereto as Schedule "A" as the area outlined in red.

## **1. GRANT OF LEASE**

- (1) The Landlord leases the Premises to the Tenant:
  - (a) at the Rent set forth in Section 2;
  - (b) for the Term set forth in Section 3; and
  - (c) subject to the conditions and in accordance with the covenants, obligations and agreements herein.
- (2) The Landlord covenants that he has the right to grant the leasehold interest in the Premises free from encumbrances except as disclosed on title.

## **2. RENT**

- (1) Rent means the amounts payable by the Tenant to the Landlord pursuant to this Section.
- (2) The Tenant covenants to pay to the Landlord, during the Term of this Lease, rent as follows:
  - (a) Base Rent in the amount of five hundred dollars (\$500) inclusive of H.S.T. per month on the first day of each and every month, commencing six months after the first day of the Term.
- (3) The Landlord and the Tenant agree that it is their mutual intention that this Lease shall be a completely carefree net lease for the Landlord and that the Landlord shall not, during the Term of this Lease, be required to make any payments in respect of the Premises other than charges of a kind personal to the Landlord (such as income and estate taxes and mortgage payments):
  - (a) and to effect the said intention of the parties the Tenant promises to pay the following expenses related to the Premises as Additional Rent;

- (i) utilities (including but not limited to gas, electricity, water, heat, air-conditioning);
    - (ii) maintenance;
    - (iii) insurance premiums, and;
    - (iv) real property taxes, rates, duties and assessments including such portion of real property taxes (formerly known as business taxes). The assessment value of any renovations as determined by the Municipal Property Assessment Corporation shall be multiplied by the current tax rate of the Premises to determine the real property taxes payable as Additional Rent;
  - (b) for greater certainty, the Landlord agrees that the Tenant shall not be responsible for and the following shall not be included in the calculation of Additional Rent:
    - (i) depreciation and all costs that are capital costs in general practice;
    - (ii) interest or penalties on late payments by Landlord and costs caused by a negligent or unreasonable act of the Landlord or a person for whom the Landlord is responsible;
    - (iii) costs the Landlord has the right to recover under a contract to which the Tenant is not a party;
  - (c) and if any of the foregoing charges are invoiced directly to the Tenant, the Tenant shall pay same as and when they become due and produce proof of payment to the Landlord immediately if requested to do so, but the Tenant may contest or appeal any such charges at the Tenant's own expense;
  - (d) and the Tenant hereby agrees to indemnify and protect the Landlord from any liability accruing to the Landlord in respect of the expenses payable by the Tenant as provided herein;
- (4) All payments to be made by the Tenant pursuant to this Lease shall be delivered to the Landlord at the Landlord's address for service set out in Section 13 or to such other place as the Landlord may from time to time direct in writing.
- (5) All Rent in arrears and all sums paid by the Landlord for expenses incurred which should have been paid by the Tenant shall bear interest from the date payment was due, or made, or expense incurred at a rate per annum equal to the prime commercial lending rate of the Landlord's bank plus two (2) per cent.
- (6) The Tenant acknowledges and agrees that the payments of Rent provided for in this Lease shall be made without any deductions for any reason whatsoever unless expressly allowed by the terms of this Lease or agreed to by the Landlord in writing.
- (7) No partial payment by the Tenant which is accepted by the Landlord shall be considered as other than a partial payment on account of Rent owing and shall not prejudice the Landlord's right to recover any rent owing.
- (8) If the Term commences on any day other than the first day of a month or ends on any day other than the last day of a month, Base Rent for the fractions of a month at the commencement date and at the end of the Term shall be adjusted pro rata.



### **3. TERM AND POSSESSION**

- (1) The Tenant shall have possession of the Premises for a period of five (5) years, commencing on the (date) (the "Commencement Date"), and ending on the (date), (the "Term").
- (2) Subject to the Landlord's rights under this Lease, and as long as the Lease is in good standing the Landlord covenants that the Tenant shall have quiet enjoyment of the Premises during the Term of this Lease without any interruption or disturbance from the Landlord or any other person or persons lawfully claiming through the Landlord.
- (3) Either Party shall have the right, at any time during the Term or any renewal thereof, to terminate the Lease without penalty upon giving ninety (90) days clear written notice to the other party.

#### **3.1 OPTION TO RENEW**

- (1) The Tenant shall be entitled to extend this Lease for one (1) further term of (1) year (the "Extension Term"). Such extension shall be upon the same terms and conditions of this Lease except that there shall be no further right of extension following the expiration of the Extension Term.
- (2) The Tenant shall give written notice to the Landlord of its intention to exercise the option set out above at least two (2) months prior to the end of the initial term.

### **4. ASSIGNMENT**

- (1) The Tenant shall not assign this Lease or sublet the whole or any part of the Premises unless he first obtains the consent of the Landlord in writing, which consent may be arbitrarily withheld, and the Tenant hereby waives its right to the benefit of any present or future Act of the Legislature of Ontario which would allow the Tenant to assign this Lease or sublet the Premises without the Landlord's consent.
- (2) The consent of the Landlord to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting.
- (3) Any consent granted by the Landlord shall be conditional upon the assignee, sublessee or occupant executing a written agreement directly with the Landlord agreeing to be bound by all the terms of this Lease as if the assignee, sublessee or occupant had originally executed this Lease as Tenant.
- (4) If the party originally entering into this Lease as Tenant, or any party who subsequently becomes the Tenant by way of assignment or sublease or otherwise as provided for in this Lease, is a corporation then:
  - (a) the Tenant shall not be entitled to deal with its authorized or issued capital or that of an affiliated company in any way that results in a change in the effective voting control of the Tenant unless the Landlord first consents in writing to the proposed change;
  - (b) if any change is made in the control of the Tenant corporation without the written consent of the Landlord then the Landlord shall be entitled to treat the Tenant as being in default and to exercise the remedies stipulated in section 10 (2) of this Lease and any other remedies available in law;
  - (c) the Tenant agrees to make available to the Landlord or its authorized representatives the corporate books and records of the Tenant for inspection at reasonable times.

## **5. USE**

- (1) During the Term of this Lease the Premises shall not be used for any purpose other than as catering kitchen service for the preparation and distribution of meals for seniors which will be picked up at the location or delivered in accordance with the carrying on of the Tenant's business in the ordinary course and for no other unrelated purpose without the express consent of the Landlord given in writing.
- (2) The Tenant shall not do or permit to be done at the Premises anything which may:
  - (a) constitute a nuisance;
  - (b) cause damage to the Premises;
  - (c) cause injury or annoyance to occupants of neighbouring premises;
  - (d) make void or voidable any insurance upon the Premises; or
  - (e) constitute a breach of any by-law, statute, order or regulation of any municipal, provincial or other competent authority relating to the Premises.
- (3) The parties acknowledge and agree that the Building is designated as a non-smoking facility, and accordingly, the Tenant shall not permit its employees, agents, contractors or assigns to smoke in the Building or within 9 metres from any exterior wall or doorway of the building and the Landlord shall not permit other lessees of space in the Building to smoke therein.

## **6. REPAIR AND MAINTENANCE**

- (1) The Tenant covenants that during the term of this Lease and any renewal thereof the Tenant shall keep in good condition the Premises including all alterations and additions made thereto, and shall, with or without notice, promptly make all needed repairs and all necessary replacements as would a prudent owner, but the Tenant shall not be liable to effect repairs attributable to reasonable wear and tear, or to damage caused by fire, lightning or storm.
- (2) The Tenant shall permit the Landlord or a person authorized by the Landlord to enter the Premises to examine the condition thereof and view the state of repair at reasonable times:
  - (a) and if upon such examination repairs are found to be necessary, written notice of the repairs required shall be given to the Tenant by or on behalf of the Landlord and the Tenant shall make the necessary repairs within the time specified in the notice;
  - (b) and if the Tenant refuses or neglects to keep the Premises in good repair the Landlord may, but shall not be obliged to, make any necessary repairs, and shall be permitted to enter the Premises, by itself or its servants or agents, for the purpose of effecting the repairs without being liable to the Tenant for any loss, damage or inconvenience to the Tenant in connection with the Landlord's entry and repairs, and if the Landlord makes repairs the Tenant shall pay the cost of them immediately as Additional Rent.
- (3) Upon the expiry of the Term, Extension Term or other determination of this Lease the Tenant agrees peaceably to surrender the Premises, including any alterations or additions made thereto, to the Landlord in a state of good repair, reasonable wear and tear and damage by fire, lightning and storm only excepted.

- (4) The Tenant shall immediately give written notice to the Landlord of any substantial damage that occurs to the Premises from any cause.
- (5) The Landlord makes no warranties or representations about the condition of the Premises or lands or their suitability for the Tenant's intended use. The Tenant acknowledges that it has conducted its own inspection of the Premises and lands prior to entering into the lease agreement and agrees that it is leasing the Premises and lands on an "as is" basis

## **7. ALTERATIONS AND ADDITIONS**

- (1) If the Tenant, during the Term of this Lease or any renewal of it, desires to make any alterations or additions to the Premises, including but not limited to: erecting partitions, attaching equipment, and installing necessary furnishings or additional equipment of the Tenant's business, the Tenant may do so at its own expense, at any time and from time to time, if the following conditions are met:
  - (a) before undertaking any alteration or addition the Tenant shall submit to the Landlord a plan showing the proposed alterations or additions and items included in the plan which are regarded by the Tenant as Trade Fixtures shall be designated as such on the plan, and the Tenant shall not proceed to make any alteration or addition unless the Landlord has approved the plan, and the Landlord shall not unreasonably or arbitrarily withhold its approval;
  - (b) any and all alterations or additions to the Premises made by the Tenant must comply with all applicable building code standards and by-laws of the municipality in which the Premises are located.
- (2) The Tenant shall be responsible for and pay the cost of any alterations, additions, installations or improvements that any governing authority, municipal, provincial or otherwise, may require to be made in, on or to the Premises.
- (3) No sign, advertisement or notice shall be inscribed, painted or affixed by the Tenant, or any other person on the Tenant's behalf, on any part of the inside or outside of the building in which the Premises are located unless the sign, advertisement or notice has been approved in every respect by the Landlord.
- (4) If the Tenant has complied with its obligations according to the provisions of this Lease, the Tenant may remove its Trade Fixtures at the end of the Term or other termination of this Lease and the Tenant covenants that he will make good and repair or replace as necessary any damage caused to the Premises by the removal of the Tenant's Trade Fixtures.

## **8. INSURANCE**

- (1) During the Term of this Lease and any renewal thereof the Landlord shall maintain with respect to the Premises insurance coverage insuring against:
  - (a) loss or damage by fire, lightning, storm and other perils that may cause damage to the Premises or the property of the Landlord in which the Premises are located as are commonly provided for as extended perils coverage or as may be reasonably required and obtained by the Landlord, and the insurance policy shall provide coverage on a replacement cost basis in an amount sufficient to cover the cost of all signs and leasehold improvements;
  - (b) liability for bodily injury or death or property damage sustained by third parties up to such limits as the Landlord in its sole discretion deems advisable;

- (c) rental income protection insurance with respect to fire and other perils to the extent of one year's Rent payable under this Lease.
- (2) The Tenant covenants to keep the Landlord indemnified against all claims and demands whatsoever by any person, whether in respect of damage to person or property, arising out of or occasioned by the maintenance, use or occupancy of the Premises or the subletting or assignment of same or any part thereof. And the Tenant further covenants to indemnify the Landlord with respect to any encumbrance on or damage to the Premises occasioned by or arising from the act, default, or negligence of the Tenant, its officers, agents, servants, employees, contractors, customers, invitees or licensees and the Tenant agrees that the foregoing indemnity shall survive the termination of this Lease notwithstanding any provisions of this Lease to the contrary.
- (3) The Tenant shall carry insurance in its own name to provide coverage with respect to the risk of business interruption to an extent sufficient to allow the Tenant to meet its ongoing obligations to the Landlord and to protect the Tenant against loss of revenues.
- (4) The Tenant shall carry insurance in its own name insuring against the risk of damage to the Tenant's property within the Premises caused by fire or other perils and the policy shall provide for coverage on a replacement cost basis without depreciation to protect the Tenant's stock-in-trade, equipment, Trade Fixtures, decorations and improvements.
- (5) The Tenant shall carry public liability and property damage insurance in the amount of no less than two million dollars (\$2,000,000) per occurrence, in which policy the Landlord shall be named insured and the policy shall include a cross-liability endorsement;
- (6) The Tenant shall provide the Landlord with a copy of the above policies.

**9. DAMAGE TO THE PREMISES**

- (1) If the Premises or the Building, are damaged or destroyed, in whole or in part, by fire or other peril, then the following provisions shall apply;
  - (a) if the damage or destruction renders the Premises unfit for occupancy and impossible to repair or rebuild using reasonable diligence within 120 clear days from the happening of such damage or destruction, then the Term hereby granted shall cease from the date the damage or destruction occurred, and the Tenant shall immediately surrender the remainder of the Term and give possession of the Premises to the Landlord, and the Rent from the time of the surrender shall abate;
  - (b) if the Premises can with reasonable diligence be repaired and rendered fit for occupancy within 120 days from the happening of the damage or destruction, but the damage renders the Premises wholly unfit for occupancy, then the rent hereby reserved shall not accrue after the day that such damage occurred, or while the process of repair is going on, and the Landlord shall repair the Premises with all reasonable speed, and the Tenant's obligation to pay Rent shall resume immediately after the necessary repairs have been completed;
  - (c) If the leased Premises can be repaired within 120 days as aforesaid, but the damage is such that the leased Premises are capable of being partially used, then until such damage has been repaired, the Tenant shall continue in possession and the Rent shall abate proportionately.

- (2) Any question as to the degree of damage or destruction or the period of time required to repair or rebuild shall be determined by an architect retained by the Landlord.

#### **10. ACTS OF DEFAULT AND LANDLORD'S REMEDIES**

- (1) An Act of Default has occurred when:
  - (a) the Tenant has failed to pay Rent for a period of 15 consecutive days, regardless of whether demand for payment has been made or not;
  - (b) the Tenant has breached its covenants or failed to perform any of its obligations under this Lease; and
    - (i) the Landlord has given notice specifying the nature of the default and the steps required to correct it; and
    - (ii) the Tenant has failed to correct the default as required by the notice;
  - (c) the Tenant has;
    - (i) become bankrupt or insolvent or made an assignment for the benefit of Creditors;
    - (ii) had its property seized or attached in satisfaction of a judgment;
    - (iii) had a receiver appointed;
    - (iv) taken action if the Tenant is a corporation, with a view to winding up, dissolution or liquidation;
  - (d) any insurance policy is cancelled or not renewed by reason of the use or occupation of the Premises, or by reason of non-payment of premiums;
  - (e) the Premises;
    - (i) become vacant or remain unoccupied for a period of 30 consecutive days; or
    - (ii) are used by any person or persons, or for any other purpose than as provided for in this Lease without the written consent of the Landlord.
- (2) When an Act of Default on the part of the Tenant has occurred:
  - (a) the current month's rent together with the next three months' rent shall become due and payable immediately; and
  - (b) the Landlord shall have the right to terminate this Lease and to re-enter the Premises and deal with them as he may choose.
- (3) If, when an Act of Default has occurred, the Landlord chooses not to terminate the Lease and re-enter the Premises, the Landlord shall have the right to take any and all necessary steps to rectify any or all Acts of Default of the Tenant and to charge the costs of such rectification to the Tenant and to recover the costs as Rent.
- (4) If, when an Act of Default has occurred, the Landlord chooses to waive its right to exercise the remedies available to him under this Lease or at law the waiver shall not constitute condonation of the Act of Default, nor shall the waiver be pleaded as an estoppel against the Landlord to prevent it exercising its remedies with respect to a subsequent Act of Default. No covenant, term, or condition of this Lease shall be



deemed to have been waived by the Landlord unless the waiver is in writing and signed by the Landlord.

#### **11. TERMINATION UPON NOTICE AND AT END OF TERM**

- (1) If the Premises are subject to an Agreement of Purchase and Sale or if the Premises are expropriated or condemned by any competent authority:
  - (a) the Landlord shall have the right to terminate this Lease by giving ninety (90) clear days' notice in writing to the Tenant; or
  - (b) the Landlord may require the Tenant to vacate the Premises within thirty (30) days from payment by the Landlord to the Tenant of a bonus equal to three months' rent, but payment of the said bonus shall be accompanied or preceded by written notice from the Landlord to the Tenant advising of the Landlord's intent to exercise this option.
- (2) The Tenant agrees to permit the Landlord during the last three months of the Term of this Lease to display "For Rent" or "For Sale" signs or both at the Premises and to show the Premises to prospective new tenants or purchasers and to permit anyone having written authority of the Landlord to view the Premises at reasonable hours.
- (3) If the Tenant remains in possession of the Premises after termination of this Lease as aforesaid and if the Landlord then accepts rent for the Premises from the Tenant, it is agreed that such overholding by the Tenant and acceptance of Rent by the Landlord shall create a monthly tenancy only but the tenancy shall remain subject to all the terms and conditions of this Lease except those regarding the Term.

#### **12. RULES AND REGULATIONS**

- (1) The Tenant agrees on behalf of itself and all persons entering the Premises with the Tenant's authority or permission to abide by such reasonable rules and regulations that form part of this Lease and as the Landlord may make from time to time.

#### **13. NOTICE**

- (1) Any notice required or permitted to be given by one party to the other pursuant to the terms of this Lease may be given

To the Landlord at:

Ms. Sarah Huskinson  
Chief Administrative Officer  
The Corporation of the Township of North Glengarry  
90 Main Street South  
Alexandria, Ontario  
K0C 1A0

To the Tenant at the Premises.

- (2) The above addresses may be changed at any time by giving ten (10) days written notice.
- (3) Any notice given by one party to the other in accordance with the provisions of this Lease shall be deemed conclusively to have been received on the date delivered if the notice is served personally or seventy-two (72) hours after mailing if the notice is mailed.

#### **14. REGISTRATION**

- (1) The Tenant shall not at any time register notice of or a copy of this Lease on title to the Property of which the Premises form part without consent of the Landlord.

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**15. INTERPRETATION**

- (1) The words importing the singular number only shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine gender, and words importing persons shall include firms and corporations and vice versa.
- (2) Unless the context otherwise requires, the word "Landlord" and the word "Tenant" wherever used herein shall be construed to include the executors, administrators, successors and assigns of the Landlord and Tenant, respectively.
- (3) When there are two or more Tenants bound by the same covenants herein contained, their obligations shall be joint and several.

In Witness of the foregoing covenants the Landlord and the Tenant have executed this Lease.

**THE CORPORATION OF THE  
TOWNSHIP OF NORTH GLENGARRY  
per:**

\_\_\_\_\_  
Jamie MacDonald – Mayor

\_\_\_\_\_  
Sarah Huskinson – CAO

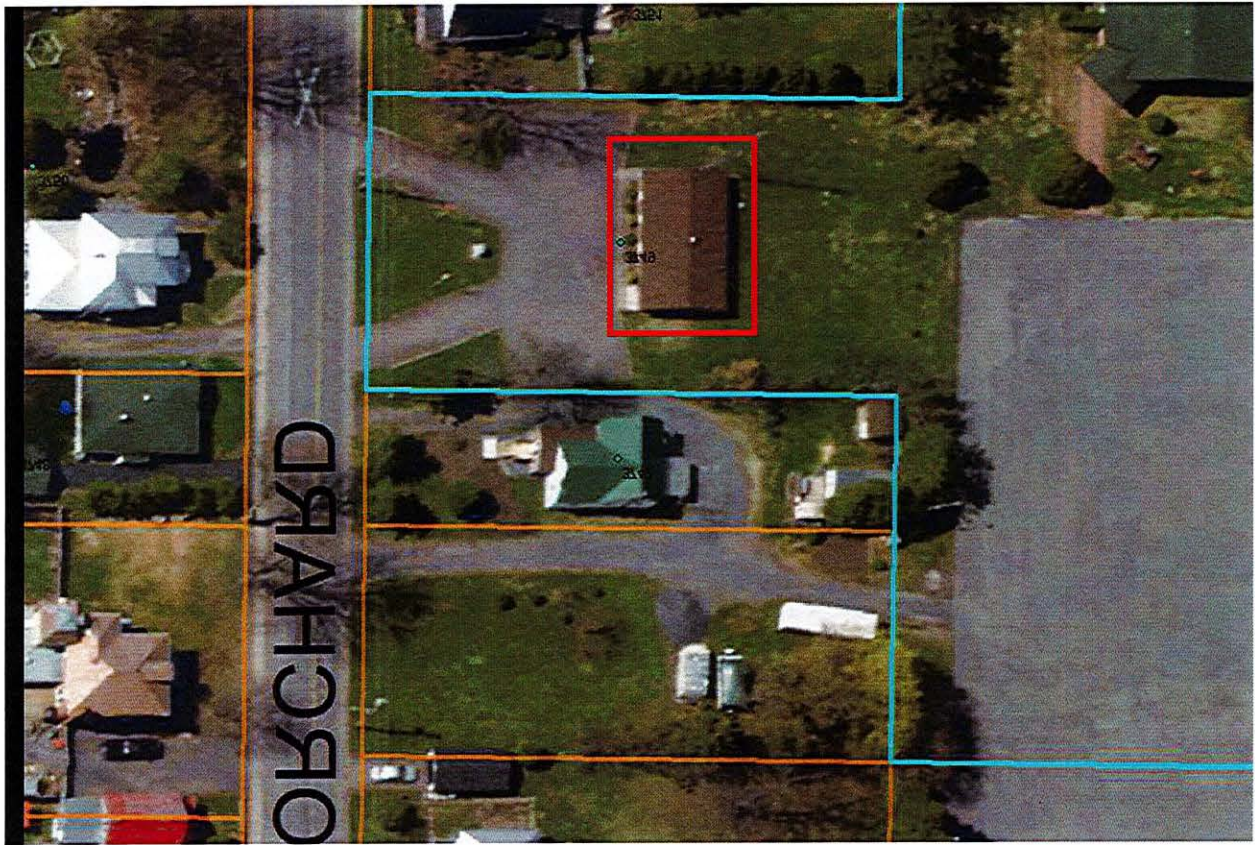
We have authority to bind the Corporation

**CEBEM Catering  
Per:**

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

I have authority to bind the Corporation.

### Schedule A – Premises



## **SCHEDULE B - Rules**

to Lease made between

The Corporation of the Township of North Glengarry

the "Landlord"

-and-

CEBEM Catering

the "Tenant"

### **SCHEDULE OF RULES AND REGULATIONS FORMING PART OF THIS LEASE**

The Tenant shall observe the following Rules and Regulations (as amended, modified or supplemented from time to time by the Landlord as provided in this Lease):

1. The sidewalks, entrances, elevators, stairways and corridors of the building shall not be obstructed or used by the Tenant, its agents, servants, contractors, invitees or employees for any purpose other than access to and from the Premises.
2. The floors, sky-lights and windows that reflect or admit light into passageways or into any place in the building shall not be covered or obstructed by the Tenant, and no awnings shall be put over any window.
3. The toilets, sinks, drains, washrooms and other water apparatus shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, tags, ashes or other substances, such as chemicals, solvents, noxious liquids or pollutants shall be thrown therein, and any damage resulting to them from misuse shall be borne by the Tenant by whom or by whose employees, agents, servants, contractors or invitees the damage was caused.
4. In the event that the Landlord provides and installs a Public Directory Board inside the building, the Tenants name shall be placed on the said Board at the expense of the Tenant.
5. No one shall use the Premises for sleeping apartments or residential purposes, for the storage of personal effects or articles other than those required for business purposes, or for any illegal purpose.
6. The Tenant shall not use or permit the use of any objectionable advertising medium such as, without limitation, loudspeakers, public address systems, sound amplifiers, radio, broadcast or television apparatus within the building which is in any manner audible or visible outside of the Premises.
7. The Tenant must observe strict care not to allow windows to remain open so as to admit rain or snow, or so as to interfere with the heating of the building. The Tenant neglecting this rule will be responsible for any damage caused to the property of other tenants, or to the property of the Landlord, by such carelessness. The Tenant, when closing the Premises, shall close all windows and lock all doors.
8. The Tenant shall not without the express written consent of the Landlord, place any additional locks upon any doors of the Premises and shall not permit any duplicate keys to be made therefor; but shall use only additional keys obtained from the Landlord, at the expense of the Tenant, and shall surrender to the Landlord on the termination of the Lease all keys of the Premises.
9. No inflammable oils or other inflammable, toxic, dangerous or explosive materials shall be kept or permitted to be kept in or on the Premises.



10. The moving of all heavy equipment and office equipment or furniture shall occur only between 8:00 a.m. and 8:00 p.m. or any other time consented to by the Landlord and the persons employed to move the same in and out of the building must be acceptable to the Landlord. Safes and other heavy equipment shall be moved through the Premises and common areas only upon steel bearing plates. No deliveries requiring the use of an elevator for freight purposes will be received into the building or carried in the elevators, except during hours approved by the Landlord.

11. Canvassing, soliciting and peddling in the building is prohibited.

12. The Tenant shall first obtain in writing the consent of the Landlord to the placement by the Tenant of any garbage containers or receptacles outside the Premises or building.

13. The Landlord shall have the right to make such other and further reasonable rules and regulations and to alter, amend or cancel all rules and regulations as in its judgement may from time to time be needed for the safety, care and cleanliness of the building and for the preservation of good order therein and the same shall be kept and observed by the Tenant, its employees, agents, servants, contractors or invitees. The Landlord may from time to time waive any of such rules and regulations as applied to particular tenants and is not liable to the Tenant for breaches thereof by other tenants.

**CORPORATION OF  
THE  
TOWNSHIP OF NORTH GLENGARRY**

**RESOLUTION # \_\_\_\_\_**

**DATE: July 13, 2020**

**MOVED BY: Brenda Noble**

**SECONDED BY: Jeff Manley**

THAT the Council of the Township of North Glengarry approve the Cannabis Related Development Housekeeping By-law 30-2020, the housekeeping zoning by-law was approved by the Planning Committee on June 22<sup>nd</sup>, 2020: and.

THAT Council adopt By-law 30-2020 and that by-law be read a first, second, third time and enacted in Open Council, this 13<sup>th</sup> day of July 2020.

**Carried**

**Defeated**

**Deferred**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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**MAYOR / DEPUTY MAYOR**

**Deputy Mayor:** Carma Williams

**Councillor:** Jacques Massie

**Councillor:** Brenda Noble

**Councillor:** Jeff Manley

**Councillor:** Johanne Wensink

**Mayor:** Jamie MacDonald

**YEA**

**NEA**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

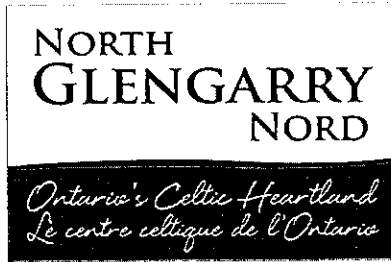
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**Section 6 Item c**



**Report No: BP-2020-21**

**July 13, 2020**

**From:** Kasia Olszewska, Planner

**RE:** Cannabis Related Development Housekeeping By-law 30-2020

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**Recommended Motion:**

THAT the Council of the Township of North Glengarry approve the Cannabis Related Development Housekeeping By-law 30-2020, the housekeeping zoning by-law was approved by the Planning Committee on June 22<sup>nd</sup>, 2020.

**Alternatives:**

**Option #1** That Council approve the Cannabis Related Development Housekeeping By-law 30-2020.

OR

**Option #2** That Council does not approve the Cannabis Related Development Housekeeping By-law 30-2020.

**Financial Implications:**

No financial implications to the Township.

**Others consulted:**

Sarah Huskinson, CAO

Jacob Rheame, CBO

Signed by Sarah Huskinson – CAO/Clerk

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

**BY-LAW NO. 30-2020**

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

**WHEREAS** By-Law No. 39-2000 regulates the use of land and erection of buildings and structures within the Township of North Glengarry, County of SD & G;

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

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

1. Notwithstanding the provisions Township of North Glengarry Zoning By-Law 39-2000, the provisions detailed within Schedule "A" attached hereto shall apply.
2. This By-Law shall come into effect on the date of passing hereof subject to the provisions of the Planning Act.

**READ** a first, second, third time and enacted in Open Council, this 13<sup>th</sup> day of July, 2020.

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

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

I, hereby certify that the forgoing is a true copy of By-Law 30-2020, duly adopted by the Council of the Township of North Glengarry, on the 13<sup>th</sup> day of July, 2020

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

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



# **Schedule A to By-law 30-2020**

## **- ZONING BY-LAW AMENDMENTS**

### **FOR CANNABIS RELATED DEVELOPMENT**

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#### **SECTION 2 - DEFINITIONS**

##### **New Definitions**

"AIR TREATMENT CONTROL" shall mean the functional use of an industrial grade multi-stage carbon filtration system, or similar technology, to reduce and/or treat the emission of pollen, dust and odours expelled from a facility and sized accordingly in comparison to the facility it serves as designed by a qualified person(s).

"CANNABIS" shall mean a genus of flowering plants in the family *Cannabaceae*. Synonyms include, but are not limited to, marijuana and marihuana. This definition does not include the industrial or agricultural production of hemp

"CANNABIS PRODUCTION AND PROCESSING" shall mean lands, buildings or structures used for producing, processing, testing, destroying, packaging and/or shipping cannabis authorized by a federally issued license or registration.

"SENSITIVE LAND USE" shall mean any building, structure, use or associated amenity area (indoor or outdoor) where humans may be adversely affected by adjacent industrial-type land uses including, but not limited to residential uses, day care facilities, places of worship, schools, or playgrounds. A sensitive use might be part of the natural or built environment.

##### **Amended Definitions**

Add the following words to the "AGRICULTURAL USE" definition, immediately following Section 2.2(e): (f) Cannabis Production and Processing (with air treatment control only), subject to General Provisions 3.34

Add the following words to the "AGRICULTURAL USE" definition, immediately following "involving farm crops or animal products": except for Cannabis Production and Processing (with air treatment control only), subject to General Provisions 3.34

#### **SECTION 3.1 – ACCESSORY USES**

Add the following sentence to Section 3.1.(a)(i):

*"Notwithstanding the provisions of this By-Law to the contrary, an accessory building or structure to be used for security purposes for Cannabis Production and Processing may be located within a required front yard setback for the main building, subject to approval from the Township."*

### **SECTION 3.21 – PARKING REQUIREMENTS**

Re-number Section 3.21(xii) to Section 3.21(xiii)

Add the following Section 3.21(xii) "Cannabis Production and Processing" under the Use of Building or Lot heading;

And "1 parking space for each 100m<sup>2</sup> of gross floor area" under the Parking Required heading.

### **SECTION 3.24 – SEPARATION DISTANCES**

Add the following: Section 3.24(b)

*Cannabis Production and Processing with Air Treatment Control*

- 70m from any residential or institutional zones
- 150m from any sensitive land use, excluding an accessory dwelling.

### **ADD A NEW SECTION 3.34 – CANNABIS PRODUCTION AND PROCESSING**

Cannabis Production and Processing Notwithstanding any other provision of this By-law, any Cannabis Production and Processing shall be subject to the following provisions:

a) No lands, building or structure or portion thereof used for Cannabis Production and Processing purposes that is equipped with air treatment control situated in the General Industrial Zone (MG), Rural Industrial (MR), may be located closer to any Residential Zone, Institutional Zone, or Open Space Zone than 70 metres.

b) No lands, building or structure or portion thereof used for Cannabis Production and Processing purposes that is equipped with air treatment control situated in the General Agricultural Zone (AG) may be located closer to any Residential Zone, Institutional Zone, or Open Space Zone than 150 metres.

c) No lands, building or structure or portion thereof used for Cannabis Production and Processing purposes that is equipped with air treatment control situated in the General Industrial Zone (MG), Rural Industrial (MR) may be located closer to any



dwelling, public school, private school, place of worship, or day care nursery than 150 metres.

d) No lands, building or structure or portion thereof used for Cannabis Production and Processing purposes that is not equipped with air treatment control situated in the General Agricultural (AG), General Industrial Zone (MG), Rural Industrial (MR) may be located closer to any dwelling, public school, private school, place of worship, or day care nursery than 300 metres.

e) Outdoor storage is prohibited on the property in which the Cannabis Production and Processing is located.

f) All development in relation to the establishment of or expansion to a Cannabis Production and Processing shall be subject to Site Plan Control.

g) Cannabis Production and Processing shall only be permitted within the zones as explicitly indicated in this Zoning By-law.

#### **SECTION 10 - INDUSTRIAL ZONES**

Add Cannabis Production and Processing to the list of permitted uses for the following zones:

- General Industrial (MG) (with air treatment control only)
- Rural Industrial (MR) (with air treatment control only)

#### **SECTION 11 – AGRICULTURAL ZONES**

Add Cannabis Production and Processing to the list of permitted uses for the following zone:

- General Agricultural (AG) on lands with a minimum area of 30ha (with air treatment control only)

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

**This is Schedule “A” to By-Law 30-2020**

**Passed this 13<sup>th</sup> day of July, 2020**

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**Mayor/Deputy Mayor**

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**CAO/Clerk/Deputy Clerk**

**CORPORATION OF  
THE  
TOWNSHIP OF NORTH GLENGARRY**

**DATE: June 22<sup>nd</sup>, 2020**

**RESOLUTION #   3**

**MOVED BY:   Jeff Manley**

**SECONDED BY:   Johanne Wensink**

**That the Planning Committee recommend approval of the Housekeeping Zoning By-Law for Cannabis Related Development and that the By-Law be forwarded to the Council of the Township of North Glengarry for further consideration and approval.**

**Carried**  
          

**Defeated**  
          

**Deferred**  
          

  
\_\_\_\_\_  
**MAYOR / DEPUTY MAYOR**

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

**YEA**

**NEA**

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**Section 4**

# **TOWNSHIP OF NORTH GLENGARRY STAFF REPORT PLANNING COMMITTEE MEETING**

**Date:** June 22<sup>nd</sup>, 2020

**To:** Planning Committee Members

**Re:** **Housekeeping Zoning By-law for Cannabis Related Development**

**From:** \_\_\_\_\_  
Kasia Olszewska, Planner

\_\_\_\_\_

Sarah Huskinson - CAO/Clerk

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## **Background / Analysis:**

The following report is presented to the Planning Committee to complement the information presented in the Staff Report on June 8<sup>th</sup>, regarding the same topic.

Producing cannabis for non-medical use at a commercial scale is an activity that has some similarities to certain agricultural uses carried out in greenhouses, usually but not necessarily in agricultural zones. Greenhouse agriculture is sometimes carried out in industrial zones and business parks as well.

As a type of intensive agriculture, cannabis production needs a supply of water for irrigation, of electricity for lighting, and of energy for heating. The availability of adequate utilities is a basic land use management consideration. As a result, zoning regulations whether for agricultural or industrial zones should always be in step with the capacity of utility systems to support the permitted land uses. Cannabis production has some impacts in relation to odour emissions and a need for heightened security that can be associated with high-value crops. All these factors can reasonably inform locational criteria for land use management purposes.

Staff researched twelve municipalities where a cannabis by-law was passed. Out of the twelve, six municipalities permitted cannabis production and processing within agricultural zones, some of these municipalities added land area restrictions or created special agricultural zones. The table that follows provides a summary:

<b>Municipality</b>	<b>Zoning Approach (Production and Processing facilities)</b>
Norfolk County	Permitted in industrial and agricultural zones
Township of King	Permitted in some agricultural/rural (10 ha or larger) and industrial zones
Town of Erin	Permitted in agricultural, industrial and light industrial zones
Town of Pelham	Permitted in new special agricultural and industrial zones
Brant County	Permitted in Agricultural, Agricultural Employment, Light Industrial, and Heavy Industrial zones.
Town of Essex	Permitted in Agricultural Districts, General and Heavy Industrial Districts.
Township of North Frontenac	Permitted in Industrial zone
Township of Southwold	Permitted in Commercial/Industrial zone
Township of South Stormont	Permitted in industrial and rural industrial zones
Municipality of Tweed	Permitted in rural industrial zone
Town of Niagara-on-the-Lake	Permitted in light industrial zone
Township of Arnprior	Permitted only by Zoning By-law Amendment

Rural municipalities that have a considerable amount of agricultural land generally included more permissions for cannabis production and processing in the agricultural zones. This is directly linked to the availability of agricultural land with the appropriate lot size for developing a cannabis production/processing facility and providing appropriate setbacks to adjacent sensitive land uses.

#### **Cannabis Processing – An Agriculture-Related Use?**

Based on existing facilities in other municipalities, the amount of floor area devoted to processing would be significantly smaller than the amount of greenhouse space or outdoor area used for cultivation. In a few cases, the processing component only occupies 10% to 15% of the area.

As a result, the processing of cannabis (along with testing and research) could be considered an agriculture-related use.

For a use to be considered as agriculture-related, it must be a farm related commercial use and/or a farm related industrial use that satisfies all of the criteria below:

- Is directly related to farm operations in the area;
- Supports agriculture;
- Benefits from being in close proximity to farm operations; and,
- Provides direct products and/or services to farm operations as a primary activity.

In 2016, the Ontario Ministry of Agriculture Food and Rural Affairs (OMAFRA) published the Guidelines on Permitted Uses in Ontario's Prime Agricultural Areas (OMAFRA Guidelines). The intent of the OMAFRA guidelines is described as follows:

The Guidelines on Permitted Uses in Ontario's Prime Agricultural Areas will help municipalities; decisionmakers, farmers and others interpret the policies in the Provincial Policy Statement, 2014 (PPS) on the uses that are permitted in prime agricultural areas. It comprises the provincial guidelines referred to in Policy 2.3.3.1 of the PPS.

Section 1.1 of the OMAFRA Guidelines also states that:

*These guidelines are meant to complement, be consistent with and explain the intent of the PPS policies and definitions. Where specific parameters are proposed, they represent best practices rather than specific standards that must be met in every case.*

Section 2.2 of the OMAFRA Guidelines indicates that agriculture-related uses may be located on farms or on separate agriculture-related commercial or industrial properties. Previously, the PPS 2005 restricted agriculture-related uses to the property it supports or serves.

With respect to farm-related commercial uses, Section 2.2.1.1 of the OMAFRA Guidelines specify the following:

*Farm-related commercial uses may include uses such as retailing of agriculture-related products (e.g. farm supply co-ops, farmers' markets and retailers of value-added products like wine or cider made from produce grown in the area), livestock assembly yards and farm equipment repair shops if they meet all the criteria for the category of agriculture-related use.*

It is noted that the 'criteria' referenced above is from Table 1 of the OMAFRA Guidelines and are similar to the four parts of the definition of agriculture-related use in the PPS.

In addition to the above, the OMAFRA Guidelines provide other examples of agriculture-related uses as well and they are:

- *Apple storage and distribution centre serving apple farm operations in the area;*
- *Agricultural research centre;*
- *Farmers' market primarily selling products grown in the area;*
- *Winery using grapes grown in the area;*
- *Livestock assembly yard or stock yard serving farm operating in the area;*
- *Processing of produce grown in the area (e.g., cider-making, cherry pitting, canning, quick-freezing, packing);*
- *Abattoir processing and selling meat from animals raised in the area;*
- *Grain dryer farm operations in the area;*
- *Flour mill for grain grown in the area;*
- *Farm equipment repair shop;*
- *Auction for produce grown in the area; and,*
- *Farm input supplier (e.g., feed, seeds, fertilizer (serving farm operations in the area. Based on the examples above, cannabis processing could be considered an agriculture-related use subject to the other criteria being satisfied.*



**Cannabis Production and Processing with Air Treatment Control:**

- 70m from any residential or institutional zones
- 150m from any sensitive land use, excluding an accessory dwelling

Definition of sensitive land uses from the Provincial Policy Statement (2020)

*Sensitive land uses: means buildings, amenity areas, or outdoor spaces where routine or normal activities occurring at reasonably expected times would experience one or more adverse effects from contaminant discharges generated by a nearby major facility. Sensitive land uses may be a part of the natural or built environment. Examples may include, but are not limited to: residences, day care centres, and educational and health facilities.*

The 150 metre setback is required by all researched municipalities, in addition to the 70m setback from residential and institutional uses. Sensitive land uses requiring the 150m include not only residential and institutional uses, but may include public areas such as parks and playgrounds.

**Discussion/Proposed Amendments**

Based on the research conducted by Township staff, a number of amendments are being proposed to the Township’s Zoning By-Law (ZBL) to address cannabis and cannabis production/processing facilities. Please see below for a brief summary and rationale behind the proposed changes. For the complete list of proposed amendments please refer to Schedule “A.”

Proposed Amendment/Update	Explanatory Note
<ul style="list-style-type: none"> <li>• New definition for “Air Treatment Control”</li> </ul>	<ul style="list-style-type: none"> <li>• Ensures firm definition of what constitutes a proper air treatment system to prevent misinterpretation</li> </ul>
<ul style="list-style-type: none"> <li>• New definition for “Cannabis” &amp; “Cannabis Production and Processing”</li> </ul>	<ul style="list-style-type: none"> <li>• Ensures cannabis production/processing is not interpreted under another use definition, and excluded from certain other definitions</li> </ul>
<ul style="list-style-type: none"> <li>• New Definition for “Sensitive Land Use”</li> </ul>	<ul style="list-style-type: none"> <li>• Provides clear reference to those uses considered “sensitive”, such as dwellings. Sensitive land uses: means buildings, amenity areas, or outdoor spaces where routine or normal activities occurring at reasonably expected times would experience one or more adverse effects from contaminant discharges generated by a nearby major facility. Sensitive land uses may be a part of the natural or built environment. Examples may include, but are not limited to: residences, day care centres, and educational and health facilities.</li> </ul>

<ul style="list-style-type: none"> <li>• Allow an accessory building to be located within a required front yard of the main building if it is used for security purposes for a cannabis production facility</li> </ul>	<ul style="list-style-type: none"> <li>• There are substantial security requirements established by the federal / provincial government for production facilities. It is appropriate to allow for a guard house or security shelter at the entrance to a site</li> </ul>
<ul style="list-style-type: none"> <li>• Establishing parking requirements for a cannabis production and processing facility at 1 space for every 100 m<sup>2</sup></li> </ul>	<ul style="list-style-type: none"> <li>• The standard for an “industrial establishment” in the ZBL is 1 space per 80 m<sup>2</sup> of manufacturing floor area plus 1 space per 100 m<sup>2</sup> of warehousing. Staff believe that the proposed standard is appropriate due to the low amount/absence of client visits, and amount of facility space dedicated to solely growing the plant material.</li> </ul>
<ul style="list-style-type: none"> <li>• Establishing minimum separation distances for cannabis production and processing (with air treatment) as follows: <ul style="list-style-type: none"> <li>○ 70 m from any residential or institutional zones</li> <li>○ 150 m from any sensitive land use, except an accessory dwelling</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Cannabis production and processing with air treatment control would be similar to a “Class II Industrial Use” defined under the Environmental Land Use Planning Guide (D- 6-3) published by the MECP. Guide D-6-3 recommends a minimum separation distance of 70 metres from incompatible land uses. Many other municipalities in Ontario have adopted the proposed 70m/150m separation distance for these facilities with air filtration.</li> <li>• While air filtration should address odor / pollen concerns, the size requirements for these facilities could also pose undesirable visual/noise impacts on adjacent properties if not adequately set back</li> <li>• “accessory dwellings” have been excluded as these developments have, in some cases, precluded the establishment of an industrial park or area, or may be located within an industrial zone as a legal non- conforming use</li> </ul>

<ul style="list-style-type: none"> <li>• Cannabis production and processing will be listed as a Permitted use in the following zones: <ul style="list-style-type: none"> <li>○ General Industrial (MG)</li> <li>○ Rural Industrial (MR)</li> <li>○ General Agricultural (AG) – lands 20 ha (50 ac) or larger in size.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Many municipalities throughout Ontario have considered cannabis production and processing as a use which borders on agriculture and industrial.</li> </ul> <p>Staff are of the opinion that, based on the nature and potential scale of these production facilities, cannabis production and processing can be considered an industrial or agricultural use. For any application to construct a cannabis production or processing facility, Site Plan Control will be required to mitigate any potential odour or other nuisance concerns.</p> <p>Based on the research regarding policies at other municipalities, Staff is recommending permitting cannabis production in General Agricultural (AG) zones, on lands with an area of 20 ha (50 ac) or larger. This will ensure the lands are large enough to sustain the cannabis production or processing facility use, provide the required setbacks to sensitive land uses and accommodate the required servicing.</p> <p>This will help to ensure that any potential impacts are addressed, in addition to the cannabis-specific provisions proposed herein, ie. distances from residential and institutional areas.</p>
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**Recommendation:**

It is the recommendation of the Planning Department that the Housekeeping Zoning By-law for Cannabis Related Development be forwarded to the Council of the Township of North Glengarry for further consideration and approval.

**CORPORATION OF  
THE  
TOWNSHIP OF NORTH GLENGARRY**

**RESOLUTION #** \_\_\_\_\_

**DATE:** July 13, 2020

**MOVED BY:** Carma Williams

**SECONDED BY:** Brenda Noble

That Report PW 2020-14, Concession Road 6 Update be received for information; and further;

That Council authorize a "Cold in Place" option for Concession Road 6.

**Carried**

**Defeated**

**Deferred**

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**MAYOR / DEPUTY MAYOR**

**Deputy Mayor:** Carma Williams

**Councillor:** Jacques Massie

**Councillor:** Brenda Noble

**Councillor:** Jeff Manley

**Councillor:** Johanne Wensink

**Mayor:** Jamie MacDonald

**YEA**

**NEA**

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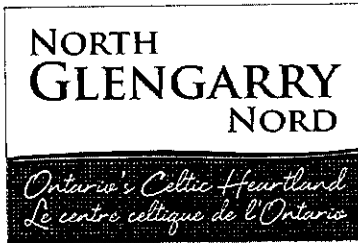
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**Section 6 Item d**



Report – PW 2020-14

## STAFF REPORT TO COUNCIL

Date: July 13, 2020

From: Doug Sitland, Director of Public Works

RE: Concession Road 6 Update

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### Recommended Motion:

That Report PW 2020-14, Concession Road 6 Update be received for information; and further;

That Council authorize a "Cold in Place" option for Concession Road 6.

### Background / Analysis:

At the June 22, 2020 meeting of Council, it was confirmed that Council's wish was to pulverize and pave Concession Road 6 from the end of "Phase 1" at municipal address 19963 westerly to County Road 30. In discussion with the County about limits of construction, the County suggested that the Township might consider a "Cold in Place" recycling option. Essentially the existing asphalt would be pulverized, recycled and placed down again as a cold asphalt layer and then a thinner layer of hot mix would be placed on top. The benefits are that the cold in place layer gives added structural support (recognizing that the base has already failed) and having two lifts of asphalt makes it easier to maintain such deficiencies as potholes. However, it does come at an incremental cost.

### Alternatives:

Should the "Cold in Place" option not be approved by Council, the pulverize and pave option has already been approved.

### Financial Implications:

The County has provided some estimates for different types of work. While the County and Township estimates are not comparable, the County believes that the Cold in Place option with a reduced layer of hot mix (25 mm) would cost in the order of \$680,000. The estimated cost of the pulverize and pave option was \$714,450. An added benefit of this option is that the Township can take advantage of the County tender.

**Others consulted:**

Sarah Huskinson, CAO

Michel Cuerrier, Manager of Transportation

Zoe Bougie, Administrative Assistant

Dana Grant, United Counties of Stormont, Dundas and Glengarry

**Attachments:**

N/A

Signed by Sarah Huskinson - CAO/Clerk

**CORPORATION OF  
THE  
TOWNSHIP OF NORTH GLENGARRY**

**RESOLUTION #** \_\_\_\_\_

**DATE:** July 13, 2020

**MOVED BY:** Carma Williams

**SECONDED BY:** Brenda Noble

That Report PW 2020-15, Roads in Need Update be received for information; and further;

That Council authorize staff to proceed with the reconstruction (including culverts) of Front Street East from East Boundary Road to approximately 300 m west at an estimated cost of \$93 K, the removal and replacement of asphalt on River Road from East Boundary Road to the bridge (approximately 2000 m) at an estimated cost of \$206 K and geotechnical investigations at a number of locations across the Township to an upset limit of \$34 K.

**Carried**  
\_\_\_\_\_

**Defeated**  
\_\_\_\_\_

**Deferred**  
\_\_\_\_\_

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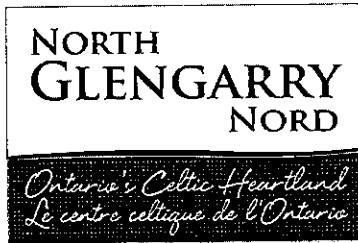
**MAYOR / DEPUTY MAYOR**

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

<b>YEA</b>	<b>NEA</b>
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**Section 6 Item e**





Report – PW 2020-15

## STAFF REPORT TO COUNCIL

Date: July 13, 2020

From: Doug Sitland, Director of Public Works

RE: Roads in Need Update

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### Recommended Motion:

That Report PW 2020-15, Roads in Need Update be received for information; and further;

That Council authorize staff to proceed with the reconstruction (including culverts) of Front Street East from East Boundary Road to approximately 300 m west at an estimated cost of \$93 K, the removal and replacement of asphalt on River Road from East Boundary Road to the bridge (approximately 2000 m) at an estimated cost of \$206 K and geotechnical investigations at a number of locations across the Township to an upset limit of \$34 K.

### Background / Analysis:

At the June 17, 2020 Committee of the Whole Meeting, Report PW-9-2020 Various Roads in Need was considered and deferred. Council Members asked if staff could review Anik Street and Victoria Street West. Staff also reviewed other known problem areas in Alexandria.

As part of the 2020 budget, Council allocated \$333 K for Various Roads in Need. Several road sections are candidates as follows:

1. Front Street East from East Boundary Road westerly approximately 300 m is suffering from severe potholing, cracking and surface discontinuities. A few years ago, a section of Front Street East was reconstructed associated with a water/sewer project. This will improve the road section and reduce annual operating costs. The project would be a full reconstruction, including new granular. The removal, placement of granular and culvert work would be completed using in-house labor and equipment. These "costs" are not included in the estimate of \$93 K (revised estimate – also includes \$25 k allowance for culverts).
2. River Road from East Boundary Road easterly approximately 2000 m to the bridge. This section of road is in very poor condition. It is hard surfaced with a double lift of surface treatment meaning repairing surface deficiencies is very

difficult. The road base is in fairly good condition and this would be a remove and replace with asphalt only. In addition, River Road is hard surfaced for only a portion of its length. Along the gravel portion of the road, improvements could not be made (especially at the corner) due to disagreements with the adjacent private property owner. Staff now believe that a reasonable agreement with the property owner can be made and that the gravel portion of River Road can be reconstructed in 2021. A net result will be a completed hard surface of River Road, eliminating the requirement for the Grader to attend to this road section significantly reducing annual operating costs. To save on mobilization costs for the paving crew, it is suggested that Front Street East and River Road proceed in the same year. The estimated cost is \$206 K (revised estimate – also includes \$24 k allowance for culverts).

3. Geotechnical Investigations – A strategic plan objective is to investigate the costs and benefits of different road types. In addition, for 2019 and 2020, two Work Plan objectives are to look at the conversion of gravel roads and conduct/update the Roads Needs Study. Geotechnical investigations are part of all three of these objectives and will serve to inform Council. Furthermore, it is proposed to conduct site specific investigations on Concession Road 6 to confirm the reconstruction strategy (see Report PW-08-2020), on Concession Road 8 to confirm existing conditions (near term candidate for conversion to a hard top surface) and on Lochinvar Road to confirm existing conditions (near term candidate for reconstruction). An allowance of \$40 K is suggested.
4. Isolated Overlays – Across the municipality there are areas of localized severe potholing or other isolated hardtop deficiencies. An isolated small overlay may help to reduce the occurrence of the potholing. It should be noted that this is not a permanent solution to the problem and only serves to reduce short term maintenance costs. An excellent example of this type of deficiency is Kenyon Concession Road 8 at/near County Road 20 and several locations along McCormick Road. This work program would only be done if there is a remainder of funds in the overall budget.
5. Victoria Street West between Main Street and West Boundary Road is approximately 260 m in length and suffers primarily from heaving associated with utility cuts and potholing at the west end. The differential heaving suggests a poor base, requiring full reconstruction. This road also has concrete curb (which needs replacement) and is fully serviced (water, sewer, gas) complicating the construction process. Assuming in house staff conduct the removals, the estimated cost would be \$125 K.
6. Anik Street between Main and West Boundary Road is approximately 260 m in length and suffers from some poor drainage, rutting and heaving. The road is also used by trucks accessing local commercial uses. The differential heaving and rutting suggests poor granular and due to trucks, it is suggested that a deeper granular “B” be used and 2 lifts of asphalt. This road also has concrete curb (which needs replacement) and is fully serviced (water, sewer and gas) complicating the construction process. Assuming in house staff can complete the removals, the estimated costs would be \$158 K.
7. William Street from Dominion Street South easterly to East Boundary Road is approximately 275 m in length and has severe potholing, cracking and

disintegration at the intersection with East Boundary Road. The failures suggest new granular are required. Assuming in house staff can complete the removals, the estimated costs would be \$71 K.

8. Albert Street between Main and Dominion Street South is approximately 120 m in length and suffers from cracking and potholing. This road has concrete curb. There is rutting at the curb line suggesting insufficient granular. Assuming in house staff can conduct the removals, the estimated cost would be \$65 K.

### **Alternatives:**

Once again, the total available budget is \$333 K. Council may wish to identify their own priorities. Furthermore, in 2020, a new/updated Roads Needs Study is intended to be completed. Together with Strategic Plan and Work Plan objectives, it is anticipated that Council may be able to identify a multi-year plan for road works across the Municipality starting in 2021.

Anik Street currently carries some truck traffic and it is suggested that during reconstruction, allowances for this be considered. One initiative that is on the near-term horizon is the reconstruction of Main Street (County initiative) and associated with that is the objective to remove truck traffic from the downtown core. As this objective has no clear solutions, Council may wish to wait on the reconstruction of Anik Street.

William Street presents some cross-sectional challenges as portions of the road are rural (open ditch), portions have a small storm system and portions are an urban cross section (curb). While the road is in poor condition, staff suggest that this project not proceed at this time until drainage issues can be fully resolved.

### **Financial Implications:**

The recommended allocations total \$333 K. Road works would be considered a first priority over the geotechnical investigations. If near the end of the year a surplus exists, staff will proceed with isolated patching.

### **Others consulted:**

Sarah Huskinson, CAO  
Michel Cuerrier, Manager of Transportation  
Zoe Bougie, Administrative Assistant  
Dana Grant, United Counties of Stormont, Dundas and Glengarry

### **Attachments:**

N/A

Signed by Sarah Huskinson - CAO/Clerk

# **Section 7**

**UNFINISHED**

**BUSINESS**

# **Section 8**

## **CONSENT AGENDA**



# **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:** July 13, 2020

**MOVED BY:** Carma Williams

**SECONDED BY:** Brenda Noble

**Proceed "In Closed Session",**

Solicitor-client privilege (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 June 22, 2020.

**Carried**

**Defeated**

**Deferred**

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**MAYOR / DEPUTY MAYOR**

**Deputy Mayor:** Carma Williams

**Councillor:** Jacques Massie

**Councillor:** Brenda Noble

**Councillor:** Jeff Manley

**Councillor:** Johanne Wensink

**Mayor:** Jamie MacDonald

**YEA**

**NEA**

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**Section 12**

**CORPORATION OF  
THE  
TOWNSHIP OF NORTH GLENGARRY**

**RESOLUTION #** \_\_\_\_\_

**DATE:** July 13, 2020

**MOVED BY:**     **Brenda Noble**    

**SECONDED BY:**     **Jeff Manley**    

Adopt Minutes of "Closed Session"

That the minutes of the Municipal Council "Closed" session meeting of June 22, 2020 be adopted as printed.

**Carried**  
\_\_\_\_\_

**Defeated**  
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**Deferred**  
\_\_\_\_\_

\_\_\_\_\_  
**MAYOR / DEPUTY MAYOR**

	<b>YEA</b>	<b>NEA</b>
<b>Deputy Mayor:</b> Carma Williams	_____	_____
<b>Councillor:</b> Jacques Massie	_____	_____
<b>Councillor:</b> Brenda Noble	_____	_____
<b>Councillor:</b> Jeff Manley	_____	_____
<b>Councillor:</b> Johanne Wensink	_____	_____
<b>Mayor:</b> Jamie MacDonald	_____	_____

**Section 12**

**CORPORATION OF  
THE  
TOWNSHIP OF NORTH GLENGARRY**

**RESOLUTION #** \_\_\_\_\_

**DATE:** July 13, 2020

**MOVED BY:**     Johanne Wensink    

**SECONDED BY:**     Carma Williams    

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

**Carried**  
\_\_\_\_\_

**Defeated**  
\_\_\_\_\_

**Deferred**  
\_\_\_\_\_

\_\_\_\_\_  
**MAYOR / DEPUTY MAYOR**

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

	<b>YEA</b>	<b>NEA</b>
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**Section 12**



## **Section 13**

**CONFIRMING BY-LAW**

**CORPORATION OF  
THE  
TOWNSHIP OF NORTH GLENGARRY**

RESOLUTION # \_\_\_\_\_

DATE: July 13, 2020

MOVED BY: Jeff Manley

SECONDED BY: Brenda Noble

That the Council of the Township of North Glengarry receive By-law 33-2020; and

That Council adopt by-law 33-2020 being a by-law to adopt, confirm and ratify matters dealt with by Resolution and that By-law 33-2020 be read a first, second, third time and enacted in Open Council this 13<sup>th</sup> day of July, 2020.

**Carried**

**Defeated**

**Deferred**

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\_\_\_\_\_

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**MAYOR / DEPUTY MAYOR**

**Deputy Mayor:** Carma Williams

**Councillor:** Jacques Massie

**Councillor:** Brenda Noble

**Councillor:** Jeff Manley

**Councillor:** Johanne Wensink

**Mayor:** Jamie MacDonald

**YEA**

**NEA**

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Section 13 Item a



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

**BY-LAW 33 - 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 July 13, 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 22<sup>nd</sup> day of June 2020

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

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

I, hereby certify that the forgoing is a true copy of By-Law No. 33-2020, duly adopted by the Council of the Township of North Glengarry on the 13<sup>th</sup> day of July 2020.

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

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

**Section 14**

**ADJOURN**

**CORPORATION OF  
THE  
TOWNSHIP OF NORTH GLENGARRY**

RESOLUTION # \_\_\_\_\_

DATE: July 13, 2020

MOVED BY:     **Brenda Noble**    

SECONDED BY:     **Johanne Wensink**    

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

**Carried**  
\_\_\_\_\_

**Defeated**  
\_\_\_\_\_

**Deferred**  
\_\_\_\_\_

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**MAYOR / DEPUTY MAYOR**

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

	<b>YEA</b>	<b>NEA</b>
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____

**Section 14**