

THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY

Regular Meeting of Council

Agenda

Monday, September 30, 2024, 6:00 p.m.

Council Chamber

3720 County Road 34

Alexandria, On. K0C 1A0

THE MEETING WILL OPEN WITH THE CANADIAN NATIONAL ANTHEM

- 1. CALL TO ORDER**
- 2. DECLARATIONS OF PECUNIARY INTEREST**
- 3. ACCEPT THE AGENDA (Additions/Deletions)**
- 4. ADOPTION OF PREVIOUS MINUTES**
 - Regular Meeting of Council Minutes – September 9th 2024
- 5. DELEGATION(S)**
- 6. STAFF REPORTS**
 - a. Community Services Department
 1. SDG Library Lease Agreement between SDG Counties and North Glengarry
 2. Jean-Guy Levert Plaque
 - b. Planning/Building & By-law Enforcement Department
 1. Site Plan Development Agreement By-law No. 40-2024- MacEwen Agricentre Inc. (Jim MacEwen)
 - c. Public Works Department
 1. Centre Street Bridge Replacement Detailed Design
- 7. UNFINISHED BUSINESS**
- 8. CONSENT AGENDA**
 - a. Committee of Adjustment Hearing Minutes – February 26, 2024
 - b. Public Meeting of Planning Minutes – August 12, 2024
 - c. RRCA Board of directors meeting highlights – September 19, 2024
 - d. RRCA Public Consultation – RRCA Draft Strategies
- 9. NEW BUSINESS**
- 10. MATTERS OF STANDING COMMITTEES**
 - a. Raisin Region Conservation Authority update by Councillor Jacques Massie
 - b. Maxville Manor update by Councillor Gary Martin

- c. Glengarry Pioneer Museum update by Councillor Gary Martin
- d. Glengarry Archives update by Mayor Jamie MacDonald
- e. Arts, Culture & Heritage update by Councillor Jeff Manley
- f. County Council update by Deputy Mayor Carma Williams
- g. Friends of the Trails update by Councillor Jeff Manley
- h. Community Development Committee by update by Deputy Mayor Carma Williams
- i. Rural Affairs update by Councillor Brian Caddell

11. NOTICE OF MOTION

Next Regular Public Meeting of Council

Monday October 15 2024, at 6:00 p.m. in the Council Chambers, 3720 County Road 34, Alexandria, Ontario.

Note: Meetings are subject to change or cancellation.

12. QUESTION PERIOD

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

13. CLOSED SESSION BUSINESS

(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);

And to approve the minutes for the Closed Session of Council for Monday September 9, 2024

14. CONFIRMING BY-LAW

By-law 41-2024

15. ADJOURN

THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY

Regular Meeting of Council

Monday, September 9, 2024, 6:00 p.m.

Council Chamber

3720 County Road 34

Alexandria, On. K0C 1A0

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

REGRETS: Councillor: Brian Caddell

ALSO PRESENT: CAO/Clerk: Sarah Huskinson
Deputy Clerk: Jena Doonan
Director of Community Services: Anne Leduc
Director of Public Works: Timothy Wright
Treasurer & Director of Finance: Zoe Bougie

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

Resolution No. 1

Moved by: Carma Williams

Seconded by: Jacques Massie

THAT the Council of the Township of North Glengarry accepts the agenda of the Regular Meeting of Council on Monday September 9th 2024

Carried

4. **ADOPTION OF PREVIOUS MINUTES**

Resolution No. 2

Moved by: Jacques Massie

Seconded by: Jeff Manley

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

Regular Meeting of Council - August 12 2024

Carried

5. DELEGATION(S)

- a. Engineering designs for Maxville & District Sports Complex Arena slab replacement - EVB Structural Engineer, Greg Esdale

EVB Structural Engineer Greg Esdale Updated Council on the scope, deadlines and drawing of the Rink slab to be replaced at the Maxville & District Sports Complex

6. STAFF REPORTS

- a. Community Services Department

1. Designation process for properties to the Municipal Register

Resolution No. 3

Moved by: Jeff Manley

Seconded by: Carma Williams

THAT the Council of the Township of North Glengarry receives Staff Report No. CS 2024-22, Designation process for properties to the Municipal Register; and

THAT the Council of the Township of North Glengarry directs staff to proceed with the designation process to the Municipal Register for the following properties as recommended by the Arts, Culture and Heritage Committee:

- Private Property – St-Elmo Presbyterian Church – 1992 County Rd 20, Maxville
- Private Property – St-Elmo Congregational Church – 18191 Kenyon Conc 19, Maxville
- Private Residence – 6 Church St, Maxville
- Private Residence – 101 Centre St, Alexandria
- Private Residence – 53 Dominion St, Alexandria
- Commercial Property – 209-215 Main St N, Alexandria

Carried

2. Review of Community Grants Program Guidelines

Resolution No. 4

Moved by: Gary Martin

Seconded by: Michael Madden

THAT the Council of the Township of North Glengarry receives staff report CS-2024-23, Review of Community Grants Program Guidelines for information purposes only.

Carried

- b. Treasury Department

1. 2023 Audited Financial Statements Review

Resolution No. 5

Moved by: Michael Madden

Seconded by: Gary Martin

THAT the Council of the Township of North Glengarry receives Staff Report TR-2024-16, 2023 Audited Financial Statements Review for information purposes only.

Carried

c. Public Works Department

1. QMS Update-2024 Infrastructure Maintenance, Rehabilitation and Renewal Review

Resolution No. 6

Moved by: Jeff Manley

Seconded by: Carma Williams

THAT the Council of the Township of North Glengarry receives Staff report PW 2024-24, QMS update- 2024 Infrastructure Maintenance, Rehabilitation and Renewal Review for information Purposes only.

Carried

2. Proclamation – Circular Economy Month

Resolution No. 7

Moved by: Carma Williams

Seconded by: Jacques Massie

THAT the Council of the Township of North Glengarry receive staff report PW 2024-26, Proclamation - Circular Economy Month; and

THAT the Township of North Glengarry hereby proclaims the month of October 2024 as circular Economy Month.

Carried

7. UNFINISHED BUSINESS

8. CONSENT AGENDA

Resolution No. 8

Moved by: Jacques Massie

Seconded by: Michael Madden

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

Carried

9. NEW BUSINESS

10. NOTICE OF MOTION

11. QUESTION PERIOD

12. CLOSED SESSION BUSINESS

Resolution No. 9

Moved by: Michael Madden

Seconded by: Gary Martin

Proceed "In Closed Session",

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*;

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

Carried

Resolution No. 10

Moved by: Gary Martin

Seconded by: Jeff Manley

THAT Council returns to the Regular Meeting at 7:27p.m

Carried

13. CONFIRMING BY-LAW

Resolution No. 11

Moved by: Jeff Manley

Seconded by: Carma Williams

THAT Council of the Township of North Glengarry adopts by-law 39-2024 being a by-law to adopt, confirm and ratify matters dealt with by Resolution; and

THAT By-law 39-2024 be read a first, second, third time and enacted in Open Council this 9th day of September 2024.

Carried

14. ADJOURN

Resolution No. 12

Moved by: Jacques Massie

Seconded by: Michael Madden

THERE being no further business to discuss, the meeting was adjourned at 7:27p.m.

Carried

CAO/Clerk/Deputy Clerk

Mayor/Deputy Mayor



STAFF REPORT TO COUNCIL

Report No: CS-2024-25

September 30, 2024

From: Anne Leduc – Director of Community Services

RE: SDG Library Lease Agreement between SDG Counties and North Glengarry

Recommended Motion:

THAT Council receives staff report CS-2024-25; and

THAT Council authorizes the Mayor and Chief Administrative Officer to enter into a five-year SDG Library Lease agreement, retroactive to January 1, 2024, between the United Counties of Stormont, Dundas and Glengarry and the Corporation of the Township of North Glengarry.

Background / Analysis:

The SDG Library Lease Agreement establishes an agreement between each Township and the SDG Library for the use of Township-owned premises for the benefit of library users. The previous agreement was in force for a term of five years, from December 31, 2017, to December 31, 2022.

The process to update the lease started on November 23, 2023, with a working group that comprised representatives from SDG Counties and the six municipalities. A draft lease agreement was reviewed in February 2024 which addressed the standardization of the services provided by the Lessor (e.g. Pest control measures, maintenance of smoke alarms, etc.) and items specific to each library site.

The proposed Lease agreement includes the above measures as well as the rent of \$10.04, excluding HST, per square foot, which is subject to an Annual Consumer Price Index Adjustment.

In 2023, the rent was \$9.75 per square foot. The \$10.04 per square foot represents an increase of 2.91% for 2024.

\$10.04 per sq ft	2024 Rent (excludes HST)
Alexandria (Glengarry Sports Palace) <ul style="list-style-type: none">• 2,589 sq ft	\$ 25,993.56
Maxville (Maxville Fire Hall) <ul style="list-style-type: none">• 1,431 sq ft	\$ 14,367.24
TOTAL	\$40 360.80

The draft lease was shared with the Chief Administrative Officers of the 6 municipalities.

On May 23, 2024, the SDG Library Board approved the draft copy of the Lease Agreement, which forms part of the SDG Library's Facilities Policy.

On August 26, 2024, the United Counties of Stormont, Dundas and Glengarry passed By-law 5464 authorizing the SDG Library Lease Agreements between the United Counties of Stormont, Dundas and Glengarry and the local municipalities

Alternatives:

Option 1 – Recommended – That Council authorizes the Mayor and Chief Administrative Officer to enter into a five-year SDG Library Lease agreement, retroactive to January 1, 2024, between the United Counties of Stormont, Dundas and Glengarry and the Corporation of the Township of North Glengarry.

OR

Option 2 – Not Recommended – That Council declines entering into the agreement.

Financial Implications:

The rental revenues are recorded in GL 1-3-7400-7160 within the 2024 budget. Future rental revenues, including the forecasted CPI increase, will be included in future budgets.

Attachments & Relevant Legislation:

- By-law 5464 SDG Library Lease Agreements between the United Counties of Stormont, Dundas and Glengarry and the local municipalities
- Five-year SDG Library Lease Agreement between the United Counties of Stormont, Dundas and Glengarry and the Corporation of the Township of North Glengarry.

Others Consulted:

Zoe Bougie – Director of Finance

Reviewed and Approved by:
Sarah Huskinson, CAO/Clerk



United Counties of
Stormont, Dundas & Glengarry

RESOLUTION

MOVED BY

Ann Broad

RESOLUTION NO 2024- 131

SECONDED BY

AMQ

DATE August 26, 2024

THAT By-law No. 5464, being a by-law for the purpose of authorizing SDG Library Lease Agreements between the United Counties of Stormont, Dundas and Glengarry and the local municipalities, be read and passed in Open Council, signed and sealed.

CARRIED

DEFEATED

DEFERRED

[Signature]

WARDEN

Recorded Vote:

- Councillor Bergeron _____
- Councillor Broad _____
- Councillor Densham _____
- Councillor Fraser _____
- Councillor Guindon _____
- Councillor Landry _____
- Councillor Lang _____
- Councillor McDonald _____
- Councillor McGillis _____
- Councillor St. Pierre _____
- Councillor Williams _____
- Warden MacDonald _____

By-Law 5464 Schedule A - North Glengarry

LEASE AGREEMENT

THIS LEASE AGREEMENT (this “**Agreement**”) made as of this ____ day of _____, 2024 (the “Effective Date”).

BETWEEN:

The Corporation of the Township of North Glengarry hereinafter referred to as “the **Lessor**”

-and-

The Stormont, Dundas and Glengarry County Library Board hereinafter referred to as the “**Library**”

WHEREAS the Lessor is a duly incorporated local Municipality in the province of Ontario, incorporated pursuant to the *Municipal Act*, 2001 R.S.O. 2001 c. M. 25 (the “Municipal Act, 2001”), and subject to all legislation and regulations, as amended from time to time, applicable to such corporations;

WHEREAS the Library is a County Library Board, which is a corporation established pursuant to the *Public Libraries Act*, R.S.O. 1990, c.P.44, and subject to all legislation and regulations, as amended from time to time, applicable to such corporations;

WHEREAS the Lessor and the Library wish to provide and maintain public library services in the Township of North Glengarry for the benefit of library users within the United Counties of Stormont, Dundas and Glengarry.

NOW THEREFORE, in consideration of the rents, covenants, and agreements contained herein, the Lessor and the Library agree as follows:

1. PREMISES

In consideration of the rents, covenants and agreements of the Library to be paid, observed and performed, the Lessor hereby leases the Library the Lease Premises as more particularly defined in Schedule “A” attached hereto (the “Leased Premises”), which shall include the legal description of the Property, the site location, and the approximate square footage of the Leased Premises for the purposes of Rent (as defined below).

2. TERM

This Agreement will be in force for a term of five (5) years, commencing January 1, 2024 (the

“Commencement Date”). Either party may give notice to terminate this Agreement by providing ninety (90) days written notice to the other.

3. OVERHOLDING

If the Library continues to occupy the Leased Premises after the termination of this Agreement, with the consent of the Lessor, and without any further written Agreement, the Library shall be a yearly tenant.

4. RENT

The Library will pay to the Lessor an annual rental fee calculated at a rate of \$10.04 per square foot of usable interior area, exclusive of applicable taxes. The annual rent paid for each subsequent year of the term of the Agreement shall be subject to an Annual CPI Adjustment.

“Annual CPI Adjustment” means an annual adjustment, to the amount of the annual rent compared to the previous year, in an amount equivalent to the increase, if any, to the rate of inflation as determined by the Statistics Canada – Consumer Price Index, monthly, not seasonally adjusted, Ontario – all items (Table 18-10-0004-01).

The Annual CPI adjustment shall be calculated based on the change in the average CPI over the two preceding years, from January to December of each year. The Annual CPI Adjustment shall be applied retroactively to January 1st of each year of this Agreement beginning in 2025.

5. INSURANCE

Each party, at their own expense shall maintain insurance requirements for the duration of the agreement as noted below:

Municipal Liability issued on an occurrence basis for an amount of not less than \$5,000,000 per occurrence / \$5,000,000 annual aggregate for any negligent acts or omissions relating to their obligations under this Agreement. Such insurance shall include but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; products & completed operations; owners & contractors protective; occurrence property damage; employees and volunteers as Additional Insured(s); contingent employers liability; tenants legal liability cross liability and severability of interest clause.

The *Lessor* shall add the United Counties of Stormont, Dundas & Glengarry (the “Counties”) and the Library as Additional Insured, subject to a waiver of subrogation. This insurance shall be non-contributing with and apply as secondary and not as excess of any insurance available to the Counties and the Library.

The United Counties of Stormont, Dundas & Glengarry and the Library shall add the *Lessor* as Additional Insured subject to a waiver of subrogation. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the *Lessor*.

Each party shall be responsible for the physical damage to their property used in providing services as outlined in the agreement.

Any applicable Deductible to any insurance coverage shall be the sole responsibility of the Named Insured and the additional Insured shall bear no cost towards such deductible.

Each party shall provide the other parties with a certificate of insurance evidence of the above noted coverage including a 30-day notice of cancellation.

In addition to General Insurance, each party shall provide evidence of WSIB or its equivalent.

6. GENERAL PROVISIONS

The Library covenants with the Lessor:

- a) To use the facilities only for the purpose of the SDG Library and other uses consistent with the objectives of the Library and for no other purpose;
- b) To be solely responsible for the legal governance (supervision, financial costs, standards of practice and liability) of its staff;
- c) To comply with all federal, provincial and municipal laws, rules, regulations and by-laws, and to hold the Lessor harmless from the consequences of its failure to do so;
- d) Amendment to this Agreement shall be permitted only in writing, approved and executed by duly authorized officers of each of the Parties hereto;
- e) If any clause or parts thereof in this Agreement are determined to be unenforceable, they shall be considered separate and severable from the Agreement and the remaining provisions of the Agreement shall remain in full force and effect.

7. COVENANTS OF THE LIBRARY

The Library shall:

- a) Maintain and provide public library services at the premises supplied by the *Lessor* for the benefit of library users;
- b) Provide custodial services required for the general maintenance of the premises exclusively used by the Library;
- c) Report, in writing, any broken or damaged or non-functioning infrastructure equipment immediately to the Lessor;
- d) Maintain all Library owned equipment in safe and good repair at its own expense;
- e) Replace, at its own expense, any costs associated with painting and flooring;
- f) Gather all refuse, litter, garbage or loose material in a central location for removal, as per Schedule C;
- g) Not alter, demolish, add to, reconstruct, or in any way vary the facility without first having obtained the consent, in writing of the Lessor, which consent may be withheld without cause or reason. It is understood that the Library houses within the facility moveable equipment such as furniture, computers, shelves, and other movable

equipment for the purpose of business operations and may replace, add to, or remove such items at their discretion;

- h) Acknowledges that all requests for facility repairs, replacements or improvements are subject to the final approval of the Municipal Council.

8. COVENANTS OF LESSOR

The *Lessor* shall:

- a) Provide ongoing maintenance and repair of the Leased Premises and the Property, ensuring that they are maintained to the same quality as the original work, including but not limited to the tasks outlined in Schedule “B”;
- b) Provide garbage, recycling and winter snow removal services in accordance with Schedule “C”;
- c) Manage the ongoing maintenance of the grounds (exclusive of the gardens), parking and building access areas (on which the premises is located);
- d) Maintain the elevator in the Leased Premises (if applicable);
- e) Provide custodial services required for the building, other than the space used for library purposes;
- f) Upon satisfactory review by the Lessor, permit the placement of appropriate signage on the exterior and interior of the building in a manner that is consistent with all other Lessor signage and in accordance with the Lessor’s sign by-law;
- g) Provide an outdoor salt storage bin (with scoop), in a location easily accessible and adjacent to the Leased Premises’ door and walkway. The bin shall be stocked with a deicer compound (not rock salt) for the use of deicing sidewalks and walkways;
- h) Have the right to enter and conduct periodic inspections of the premises, viewing the state of maintenance and repair;
- i) Have the right to coordinate and carry out any maintenance deemed necessary from the site inspections.

9. INDEMNIFICATION

The *Lessor* covenants and agrees to defend, indemnify and save harmless the United Counties of Stormont, Dundas & Glengarry and the Library their elected officials, officers, employees and volunteers from and against any and all claims, actions, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury or to damage to or destruction of tangible property including loss of revenue arising out of or allegedly attributable to the negligence, acts, errors, omissions, whether willful or otherwise by the *Lessor*, their officers, employees, agents, or others who the *Lessor* is legally responsible, in respect to this Agreement. This indemnity shall be in addition to and not in lieu of any insurance to be provided to the County and the Library in accordance with this Agreement and shall survive this Agreement.

The United Counties of Stormont, Dundas & Glengarry and the Library, covenants and agrees to defend, indemnify and save harmless the *Lessor*, their elected officials, officers, employees and from and against any and all claims, actions, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury or to damage to or destruction of tangible property including loss of revenue arising out of or allegedly attributable to the negligence, acts, errors, omissions, whether willful or otherwise by the County and the Library, their officers, employees, agents, or others who the County and the Library are legally responsible, in respect to this Agreement. This indemnity shall be in addition to and not in lieu of any insurance to be provided to the *Lessor* in accordance with this Agreement and shall survive this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement under signature of their duly authorized officers on the date set forth:

THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY (the "Lessor")

PER: _____

Name: Jamie MacDonald

Title: Mayor

PER: _____

Name: Sarah Huskinson

Title: Chief Administrative Officer / Clerk

We have authority to bind the Lessor

THE STORMONT, DUNDAS AND GLENGARRY COUNTY LIBRARY BOARD (the "Library")

PER: _____

Name: Margaret MacDonald

Title: SDG Library Board Chair

PER: _____

Name: Rebecca Luck

Title: Director of Library Services

We have authority to bind the Library

SCHEDULE "A"

1. Legal Description

SDG Library – Alexandria Branch
PT LT 1 CON 3 KENYON PT1, 14R653; NORTH GLENGARRY
PIN: 67106-0470

SDG Library – Maxville Branch
LT 9 W OF MAIN ST AND S OF RAILROAD BLK D PL 32; LT 10 W OF MAIN ST AND S OF
RAILWAY BLK D PL 32 EXCEPT AR113171; NORTH GLENGARRY
PIN: 67103-0434

2. Site Locations

SDG Library – Alexandria Branch
170A MacDonald Blvd.
Alexandria, ON
K0C 1A0

SDG Library – Maxville Branch
2 Spring Street
Maxville, ON
K0C 1T0

3. Approximate Square Footage of Leased Premises

SDG Library – Alexandria Branch: 2589 sq. ft.
SDG Library – Maxville Branch: 1431 sq. ft.

SCHEDULE "B"

1. Repair and Maintenance

As per Section 7a), the Lessor's specific responsibilities, at its own cost and expense shall include:

Service	Frequency
Performing all necessary building repairs and capital improvements within the building envelope	As required
Repairing and replacing the roof	As required
Repairing and maintaining the exterior façade of the Building	As required
Replacing plumbing, heating, lighting, water and ventilation systems and conducting major repairs	As required
Replacing broken windows	As required
Cleaning the exterior façade and windows	Annually, or at the discretion of Library staff
Replacing light fixtures (including the ballasts)	As required
Conducting pest control measures	Monthly
Inspections of fire extinguishers and emergency lighting	Annually
Maintaining smoke alarms and other fire safety systems in proper working condition	As required
Supplying electric power, water and sewer charges, heat and air conditioning	Daily
Performing regular elevator maintenance (if applicable)	As required

2. Accessibility

The Lessor and the Library acknowledge the importance of accessibility in the Leased Premises. The Lessor shall ensure that the Leased Premises comply with all applicable laws, regulations, and standards related to accessibility for individuals with disabilities, including but not limited to the *Accessibility for Ontarians with Disabilities Act, 2005 (AODA)*. The Lessor shall take all reasonable steps to make the Leased Premises accessible for individuals with disabilities, including but not limited to providing accessible parking, washrooms, entrances, and other facilities. The Lessor shall bear all costs associated with making the Leased Premises accessible. The Library shall cooperate with the Lessor in making the Leased Premises more accessible, including but not limited to granting access to common areas and providing reasonable accommodation for construction and renovation. The Lessor shall keep the Library informed of its progress in making the Leased Premises more accessible and shall promptly notify the Lessor of any issues or concerns related to accessibility.

SCHEDULE "C"

1. Site Specific Services

As per Section 7a), the Lessor's specific responsibilities, at its own cost and expense shall include:

SDG Library – Alexandria Branch	
Garbage Removal	Container available on the north side of the building.
Recycling Removal	Clear bag is left in north stairwell and disposed of by staff.
Snow Removal	Snow removal in parking lot is managed by contractor, while snow removal on sidewalk is managed by Township staff.
Deicer	Deicer on walkway is managed by Township staff.
SDG Library – Maxville Branch	
Garbage Removal	To be placed curbside by SDG Library staff on Fridays.
Recycling Removal	To be placed curbside by SDG Library staff on Fridays.
Snow Removal	Cleared by contractor.
Deicer	To be spread by Library staff.



STAFF REPORT TO COUNCIL

Report No: CS-2024-26

September 30, 2024

From: Anne Leduc – Director of Community Services

RE: Jean-Guy Levert Plaque

Recommended Motion:

THAT Council receives staff report 2024-26; and

THAT Council approves the plaque in honour of former Roads Superintendent and community member Jean-Guy Levert at Mill Square.

Background / Analysis:

Mr. Jean-Guy Levert was a long-time employee for the Roads Department, originally working for the Village of Alexandria and following amalgamation, for the Township of North Glengarry. To celebrate his support of community activities, most notably the annual tree lighting that occurs, depending on the year, the last Friday of November or the first Friday in December, it was proposed by the community that a plaque be installed on a stake near the tree in Mill Square. The plaque would contain a short summary in French and in English of Jean-Guy's contributions.



The design will be shared with the Arts, Culture and Heritage Committee members for their review prior to going into production.

Alternatives:

Option 1 – Recommended - THAT Council approve the plaque in honor of former Roads Superintendent and community member Jean-Guy Levert at Mill Square.

OR

Option 2 – Not Recommended – THAT Council declines this request.

Financial Implications:

The plaque would be paid under GL 1-4-1900-8006 - COMM DEVELOPMENT - ACH COMMITTEE.

Attachments & Relevant Legislation:

Others Consulted:

Ainsley Hunt – Economic Development Officer

Reviewed and Approved by:
Sarah Huskinson, CAO/Clerk



STAFF REPORT TO COUNCIL

Report No: BP-2024-26

September 30, 2024

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

RE: Site Plan Development Agreement By-law No. 40-2024 – MacEwen Agricentre Inc. (Jim MacEwen)

Recommended Motion:

THAT Council of the Township of North Glengarry adopt Site Plan Development Agreement By-law No. 40-2024 with MacEwen Agricentre Inc. (Jim MacEwen), owner of the lands described as Concession 17 Indian Lands, Parts of 10 to 15 on Plan 32, Block F and Lots 4 to 7, being Parts 1 to 5 on Reference Plan 14R-1585 and Parts 1 to 3 on Reference Plan 14R-2661 in the geographic Township of Kenyon, in the now Township of North Glengarry, County of Glengarry; (also known as 40 Catherine Street West, Maxville, ON).

Background / Analysis:

The Site Plan Development was presented by staff to Council at the Public Meeting of Planning on September 30, 2024. Site Plan Development Agreement By-law No. 40-2024 is being presented to Council this evening for adoption.

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

OR

Option #2 That Council does not adopt the by-law.

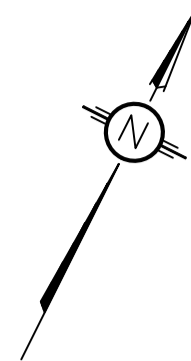
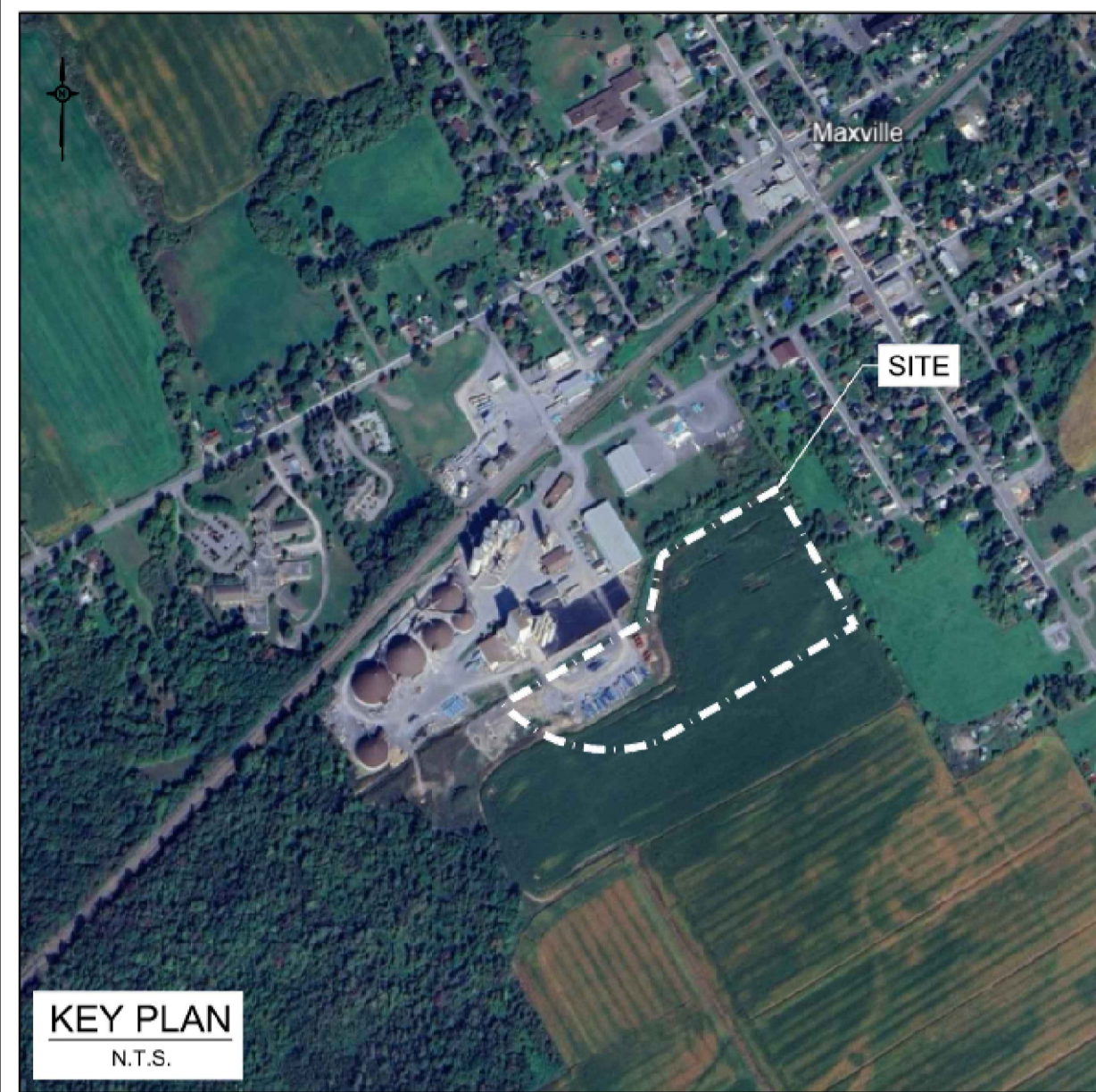
Financial Implications:

- No financial implications to the Township.

Attachments & Relevant Legislation:

- By-Law 40-2024
- By-law 40-2024 - Agreement - Schedule 1
- By-law 40-2024 - Agreement - Site Plan

Reviewed and Approved by:
Sarah Huskinson, CAO/Clerk



LEGEND:

	EXISTING PROPERTY LINE TO REMAIN
	PHASING LINE
	PROPOSED TERRACING (3:1 MIN.)
	PROPOSED DOOR ENTRANCE/EXIT
	PROPOSED CONCRETE FEATURES/SLAB
	PROPOSED RIP RAP
	PROPOSED GRAVEL
	PROPOSED ELEVATION +50.00
	PROPOSED EXPOSED BOTTOM OF RETAINING WALL +50.00BW
	PROPOSED TOP OF RETAINING WALL +50.00TW
	MATCH INTO EXISTING ELEVATION +50.00EX
	EXISTING ELEVATION < 70.19

USE AND INTERPRETATION OF DRAWINGS

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UNAUTHORIZED CHANGES:

IN THE EVENT THE CLIENT, THE CLIENT'S CONTRACTORS OR SUBCONTRACTORS, OR ANYONE FOR WHOM THE CLIENT IS LEGALLY LIABLE MAKES OR PERMITS TO BE MADE ANY CHANGES TO ANY REPORTS, PLANS, SPECIFICATIONS OR OTHER CONSTRUCTION DOCUMENTS PREPARED BY LRL ASSOCIATES LTD. (LRL) WITHOUT OBTAINING LRL'S PRIOR WRITTEN CONSENT, THE CLIENT SHALL ASSUME FULL RESPONSIBILITY FOR THE RESULTS OF SUCH CHANGES. THEREFORE THE CLIENT AGREES TO WAIVE ANY CLAIM AGAINST LRL AND TO RELEASE LRL FROM ANY LIABILITY ARISING DIRECTLY OR INDIRECTLY FROM SUCH UNAUTHORIZED CHANGES.

IN ADDITION, THE CLIENT AGREES TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS LRL FROM ANY DAMAGES, LIABILITIES OR COST, INCLUDING REASONABLE ATTORNEY'S FEES AND COST OF DEFENSE, ARISING FROM SUCH CHANGES.

IN ADDITION, THE CLIENT AGREES TO INCLUDE IN ANY CONTRACTS FOR CONSTRUCTION APPROPRIATE LANGUAGE THAT PROHIBITS THE CONTRACTOR OR ANY SUBCONTRACTORS OF ANY TIER FROM MAKING ANY CHANGES OR MODIFICATIONS TO LRL'S CONSTRUCTION DOCUMENTS WITHOUT THE PRIOR WRITTEN APPROVAL OF LRL AND THAT FURTHER REQUIRES THE CONTRACTOR TO INDEMNIFY BOTH LRL AND THE CLIENT FROM ANY LIABILITY OR COST ARISING FROM SUCH CHANGES MADE WITHOUT SUCH PROPER AUTHORIZATION.

GENERAL NOTES:

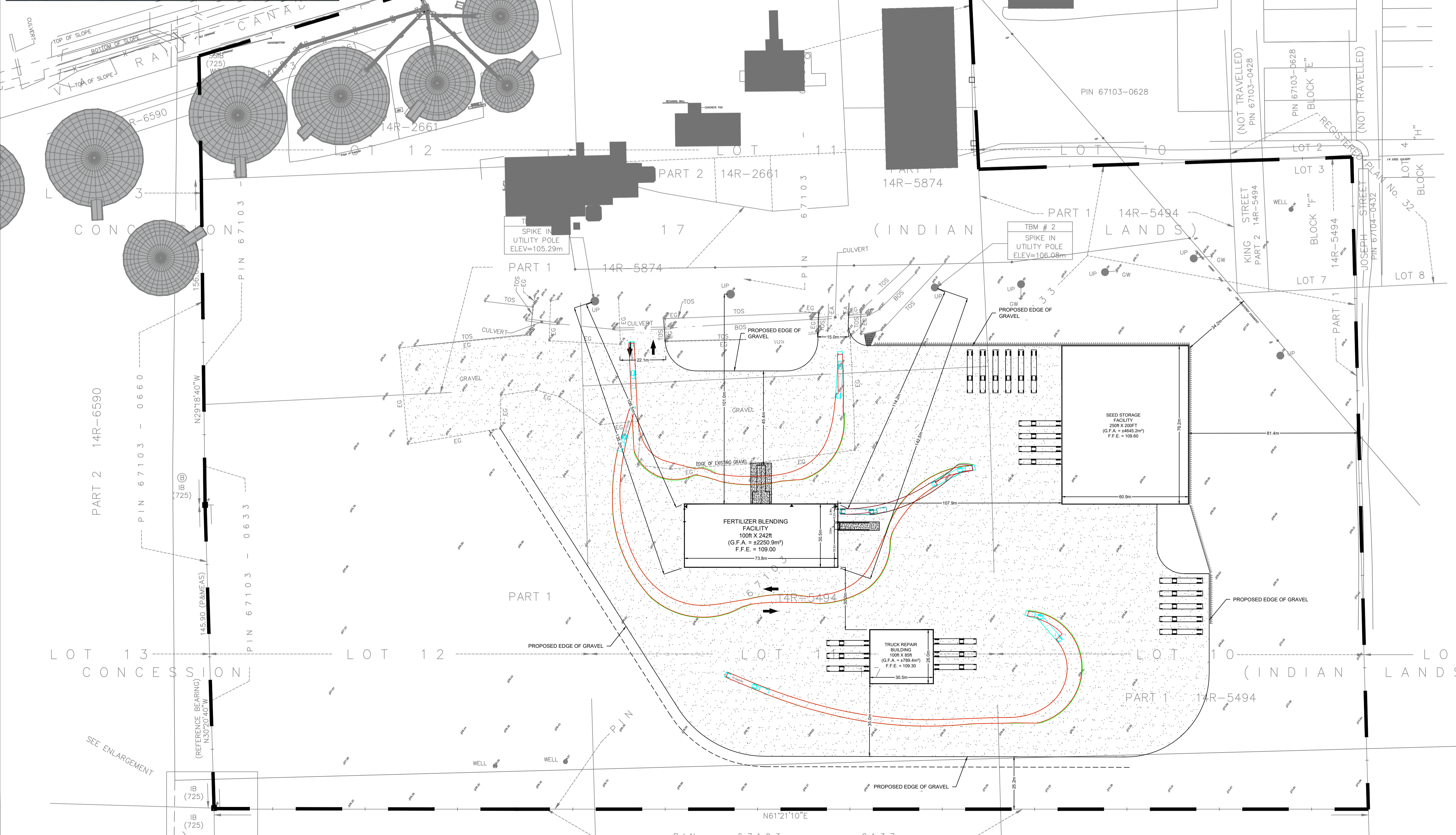
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CONTRACTOR TO VERIFY ALL DIMENSIONS AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES BEFORE WORK COMMENCES. DO NOT SCALE DRAWINGS.

20m 10 0 40m
SCALE: 1:1000



No.	REVISIONS	BY	DATE
01	ISSUED FOR APPROVAL	M.L.	06 SEP 2024



NOT AUTHENTIC UNLESS SIGNED AND DATED



LRL
ENGINEERING | INGENIERIE

5430 Canotek Road | Ottawa, ON, K1J 9G2
www.lrl.ca | (613) 842-3434

CLIENT
MACEWEN AGRICENTRE

DESIGNED BY: M.L. DRAWN BY: M.S. APPROVED BY: M.L.

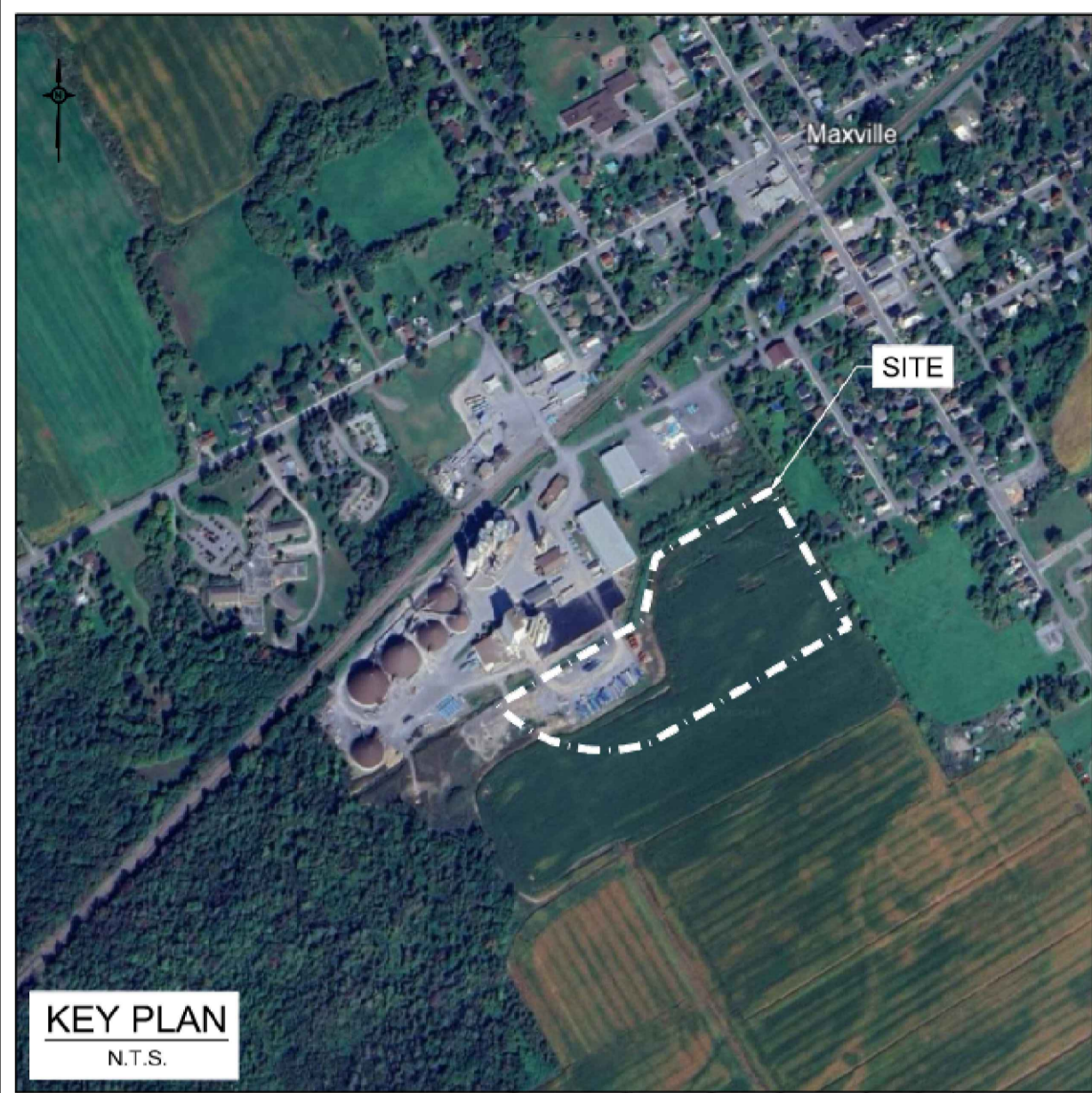
PROJECT
**2024 FACILITY EXPANSION
40 MAXVILLE CATHERINE STREET WEST
MAXVILLE, ON**

DRAWING TITLE
SITE DEVELOPMENT PLAN

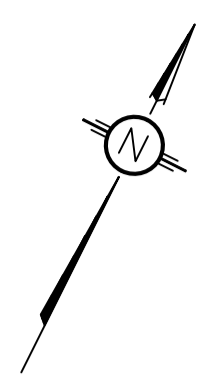
PROJECT NO.
240231

DATE
01MAY2024

C201



KEY PLAN
N.T.S.



LEGEND:

	EXISTING PROPERTY LINE TO REMAIN
	PHASING LINE
	PROPOSED TERRACING (3:1 MIN.)
	PROPOSED DOOR ENTRANCE/EXIT
	PROPOSED CONCRETE FEATURES/SLAB
	PROPOSED RIP RAP
	PROPOSED GRAVEL
	PROPOSED ELEVATION
	PROPOSED EXPOSED BOTTOM OF RETAINING WALL
	PROPOSED TOP OF RETAINING WALL
	MATCH INTO EXISTING ELEVATION
	EXISTING ELEVATION

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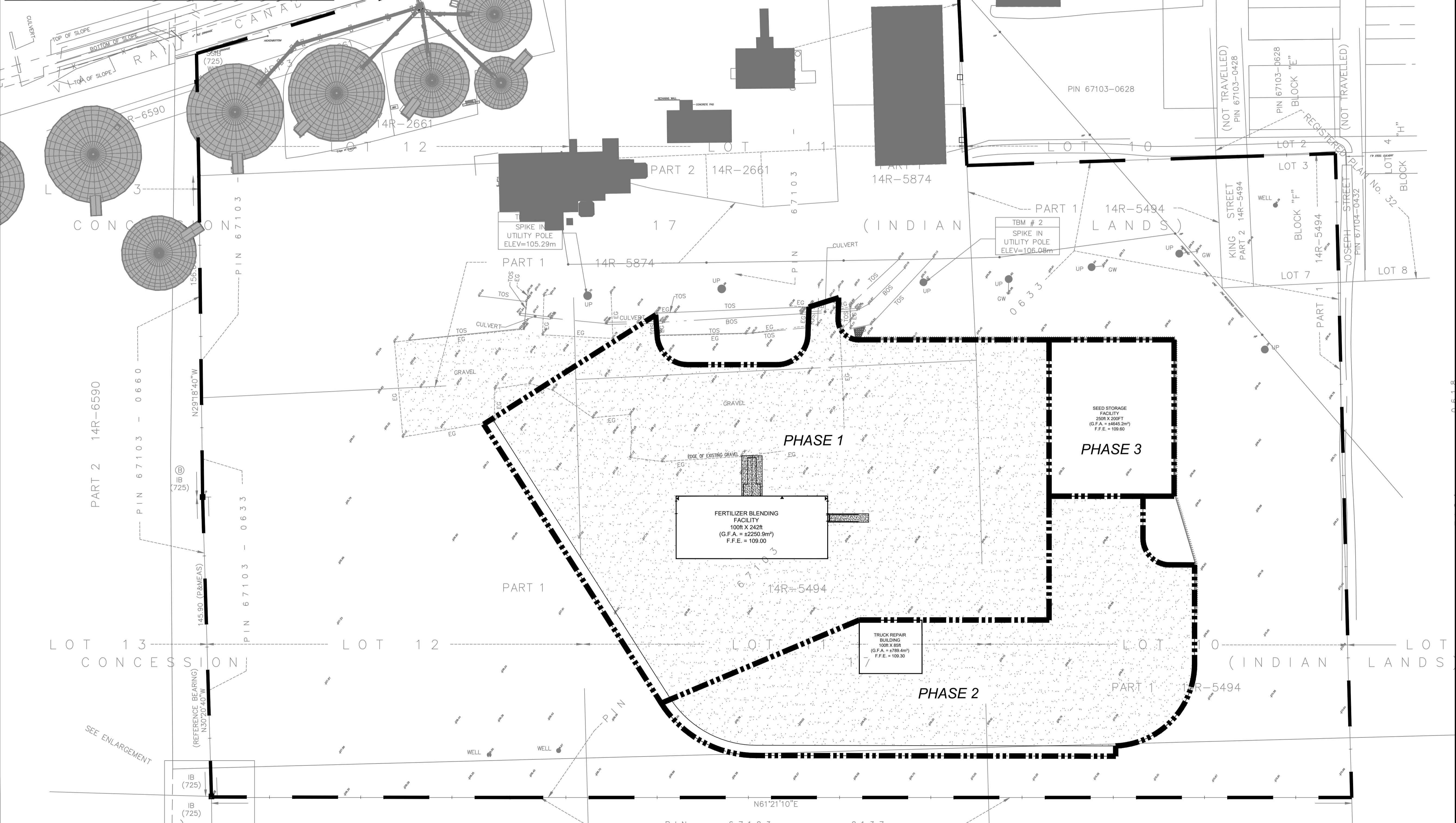
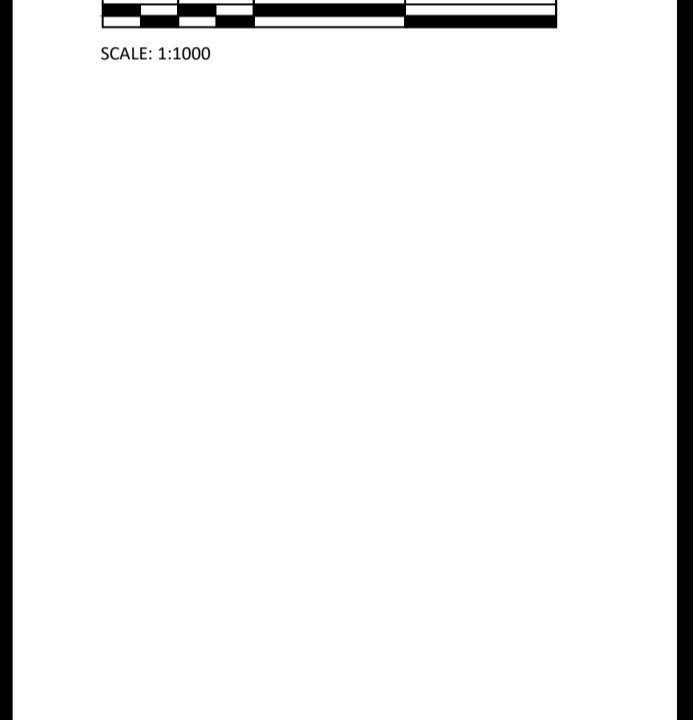
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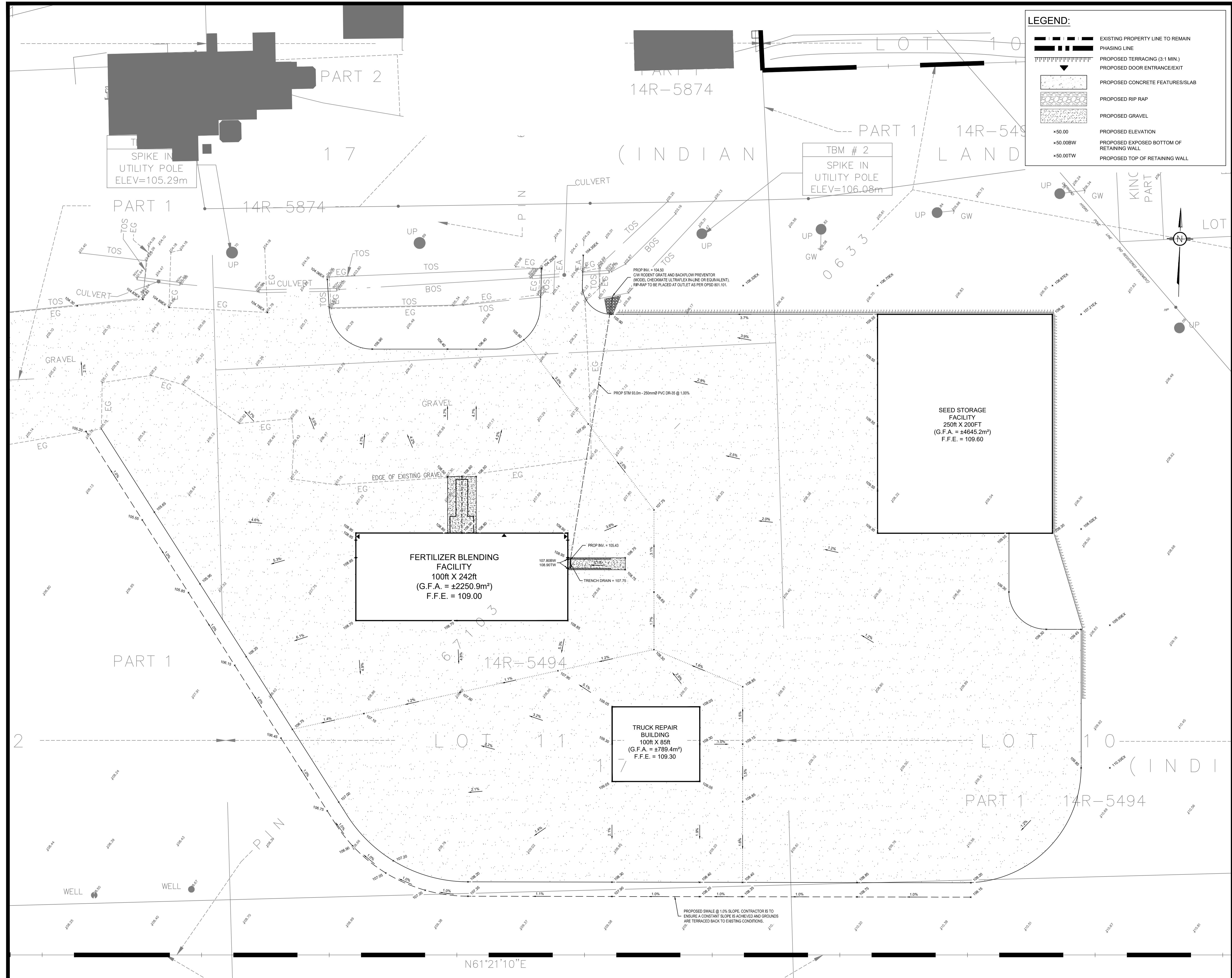
PROJECT: **2024 FACILITY EXPANSION
40 MAXVILLE CATHERINE STREET WEST
MAXVILLE, ON**

DRAWING TITLE: **PHASING PLAN**

PROJECT NO.: **240231**

DATE: **01MAY2024**

C202



LEGEND:

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CLIENT: **MACEWEN AGRICENTRE**

DESIGNED BY: M.L. DRAWN BY: M.S. APPROVED BY: M.L.

PROJECT: **2024 FACILITY EXPANSION
 40 MAXVILLE CATHERINE STREET WEST
 MAXVILLE, ON**

DRAWING TITLE: **GRADING AND DRAINAGE PLAN**

PROJECT NO: 240231

DATE: 01MAY2024

C301

THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY

BY-LAW NO. 24-2024

BEING a by-law to authorize the execution of a Site Plan Control Agreement with MacEwen Agricentre Inc. (Jim MacEwen).

WHEREAS the Council of the Corporation of the Township of North Glengarry is desirous of entering into a Site Plan Control Agreement with MacEwen Agricentre Inc. (Jim MacEwen).

AND WHEREAS Section 41 of the Planning Act, R.S.O. 1990 c.P.13, as amended, enables the Municipality to establish a Site Plan Control Area;

AND WHEREAS The Council of the Corporation of the Township of North Glengarry passed By-law 3070 (as amended), designating certain areas within the municipality as Site Plan Control Areas;

NOW THEREFORE the Council of the Corporation of the Township of North Glengarry hereby enacts the following as a by-law:

1. The Mayor and CAO/Clerk are hereby authorized to execute, under the Corporation Seal, a Site Plan Agreement with MacEwen Agricentre Inc. (Jim MacEwen), owner of the lands described as Concession 17 Indian Lands, Parts of 10 to 15 on Plan 32, Block F and Lots 4 to 7, being Parts 1 to 5 on Reference Plan 14R-1585 and Parts 1 to 3 on Reference Plan 14R-2661 in the geographic Township of Kenyon, in the now Township of North Glengarry, County of Glengarry; (also known as 40 Catherine Street West, Maxville, ON), hereto attached (Schedule "A") and forming part of this by-law.

READ a first, second, third time and enacted in Open Council, this 30th day of September 2024.

Clerk / Deputy Clerk

Mayor

I hereby certify this to be a true copy of By-law No. 40-2024, and that such by-law is in full force and effect.

Date Certified

Clerk / Deputy Clerk

THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY

BY-LAW # 40-2024 – Schedule “A”

SITE PLAN DEVELOPMENT AGREEMENT

THIS AGREEMENT, made in triplicate, this 30th day of September 2024.

BETWEEN: The Corporation of the Township of North Glengarry
(hereinafter called the “Township”)

OF THE FIRST PART

AND: MacEwen Agricentre Inc. (Jim MacEwen)
(hereinafter called the “Owner”)

OF THE SECOND PART

WHEREAS the Township of North Glengarry enacted Site Plan Control Provisions in By-law No. 40-2024 pursuant to the provisions of Section 41 of the Planning Act, R.S.O. 1990, c.P.13;

AND WHEREAS the Owner owns the lands described as Concession 17 Indian Lands, Parts of 10 to 15 on Plan 32, Block F and Lots 4 to 7, being Parts 1 to 5 on Reference Plan 14R-1585 and Parts 1 to 3 on Reference Plan 14R-2661 in the geographic Township of Kenyon, in the now Township of North Glengarry, County of Glengarry; (also known as 40 Catherine Street West, Maxville, ON)

AND WHEREAS the Owner has applied to the Township for approval of the Site Plan as received by the Planning Committee pursuant to the Site Plan Development Policy and the said Committee has approved the said plans subject to the Owner entering into a Site Plan Development Agreement.

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES COVENANT AND AGREE AS FOLLOWS:

Conditions for Site Plan Development Agreement

- 1- This Agreement shall apply to the owner’s land which is described above and in Schedule “A” and to the development and redevelopment of the said lands.
- 2- The owner covenants and agrees that no development or redevelopment will proceed on the said lands except in accordance with the Plans approved by the Township pursuant to Section 41 of the Planning Act R.S.O. 1990, c.P.13, and more particularly identified in Schedule “A” inclusive attached hereto.
 - a. The owner understands and agrees that any modifications to the site, additional structures, building additions and/or new buildings on the said lands shall require an amendment to this Agreement, if deemed by the Township to be of a magnitude to warrant such an amendment
- 3- The owner further agrees that the proposed buildings, structures, and other works shown on the plans which is identified as Schedule “A” inclusively shall be completed in conformity with the said plans and shall do all acts to provide for the maintenance and use of the requirements set out in the said Agreement.
- 4- The owner further covenants and agrees, in addition to Conditions 2 and 3 or any other Sections of the Agreement and at its own costs:

- a. To complete the installation of all services, works and facilities as shown on Schedule "A" inclusive within the specified time.
- b. To provide and maintain at all times such parking, access roads and loading facilities convenient to users and ensuring orderly and safe vehicular and pedestrian movements as shown on Schedule "A" and further agrees that the said areas shall be surfaced with asphalt or as per agreed with the Township.
- c. The Owner hereby agrees to construct and maintain, in accordance with Schedule "A", all works which are necessary to provide proper drainage of all lands described in this Agreement, and adjacent lands which drain through the subdivision, including any works necessary for drainage to an outlet outside the site, in accordance with Schedule "A".
 - i. It is understood and agreed that such works shall be constructed according to the plan provided by the Owner.
 - ii. The Owner shall, at its own expense, maintain sufficient interim drainage and outlets to provide adequate drainage until pavement and landscaping has been constructed and accepted by the Township. This shall include the installation and removal of culverts, if required, by the Township's Public Works Director.
 - iii. Subject to the requirements of Schedule "A" the Owner agrees not to interfere in any way with any existing drain or water course, without written permission from the appropriate Municipal official(s).
 - iv. The Owner agrees that granting such permission shall not relieve the Owner of responsibility for any damage caused by such interference and the Owner shall indemnify the Township in relation to any claims against the Township relating to such damage, providing that the Township shall give the Owner, at the Owner's cost, opportunity to defend any such claim.
- d. To provide such walls, fences, hedges, trees and/or shrubs and to landscape the said lands as shown on Schedule "A". The owner further agrees to maintain same to the satisfaction of the Township.
- e. All entrances, exits, fire routes, driveway, walkway, parking space, open space, collectable materials area and surroundings within the lands shall at all times, be kept clean and clear of snow or debris to the satisfaction of the Township
 - i. If not satisfactory, the Township shall have the right to enter upon the said lands, undertake the clearing and removal of snow or debris on all entrances, exits, fire routes and recover from the owner all costs in like manner as municipal taxes.
- f. To provide adequate on-site lighting for the safety of vehicular and pedestrian traffic without interfering with the enjoyment of adjacent properties or the traffic on the adjacent roads as shown on the lighting plan attached as Schedule "A".
- g. The owner understands and agrees that:
 - i. All required work on private property in respect to sanitary/private septic systems and stormwater sewers and municipal water supply must be carried out in accordance with Township specifications at the expense of the owner.

- ii. Prior to commencing work, arrangements for the necessary approvals and servicing permits must be made with the Township's Public Works Department.
 - iii. The Township's Public Works Department will be advised prior to the issuance of any building permit, whether they intend to hire a registered professional engineer to design, inspect and certify the sewer and water installations for this development or the Township will be required to inspect and test the services, at the owner's cost. Municipal water may not be turned on until such time that the installations are approved by the Township through one of the above alternatives.
 - iv. The owner further understands and agrees that all sewer and water materials installed on private and right-of-way properties must be specified and in compliance with current Township standards.
- 5- The owner covenants and agrees that all conditions as set out in Section 2, 3 and 4 and as shown on Schedule "A" inclusive, shall be completed within three years of the issuance of any building permit.
- 6- The Owner shall arrange with Hydro One and the local cable, gas, and telephone companies for the underground installation of services to the site plan and for the provision of required easements with respect to such installations.
- 7- It is understood and agreed that examination and acceptance of drawings, specifications and contract documents by the Municipal Officials does not relieve the Owner of its obligations to carry out all work required under this Agreement strictly in accordance with standard engineering requirements.
- 8- The Owner agrees to restore any faulty workmanship or materials, or any damage done by the Owner or persons claiming title from the Owner during construction of works or buildings on the land relating to any services and works required to be installed pursuant to this Agreement.
- 9- The Owner shall be responsible for payment of all professional and quasi-professional fees and disbursements reasonably incurred by the Municipality in the determination of the nature and extent of the services to be supplied and installed under and pursuant to this Agreement, in the negotiation and settlement of this Agreement and the enforcement hereof and in the performance by the Municipality of its rights and obligations hereunder or in connection with the preparation and enactment of relevant land use by-laws, and such fees shall include, without necessarily being limited to, engineering, planning and legal fees and costs.
- 10- The owner understands and agrees that he shall reimburse the Township all costs occasioned as a result of processing this application including but not limited to independent legal or consultant, engineering and planning advice necessary to the completion and the performance of covenants, more particularly identified in Schedules "A" to "H" inclusive attached hereto contained in this Application, and Local Planning Appeal Tribunal defense costs if an appeal of the decision is received.
- 11- The Municipal Official may have any qualitative or quantitative tests made of any materials which have been or are proposed to be used in the construction of any of the works required by this Agreement, or may require soil tests to be carried out, and the cost of such tests shall be paid by the Owner.

- 12- The owner acknowledges and authorizes the release of personal information contained on this Application Form, knowing that the planning process is an open and public process.
- 13- The Municipal Official shall have the right, at any reasonable times, to inspect the installation of the works. If at any time the Municipal Official is of the opinion that the works are not being carried out in accordance with approved plans and specifications or in accordance with good engineering practices, he may stop all or any part of the work until it has been placed in satisfactory conditions.

FEES/DEPOSITS

- 14- The owner further covenants and agrees that prior to receiving a building permit, they will deposit with the Township's Treasury Department an Irrevocable Letter of Credit from a Chartered Bank with drawing rights for not less than three (3) year from date of issue and in the amount of not less than fifty (50%) percent of the total of all infrastructure work, including excavation, renewable on an annual basis if the site has not obtained final acceptance this being the total of the Consultant's approved estimate of quantities and prices, by item, for the construction of all underground facilities plus the estimated cost of site inspection associated with these works and the project administration by the Consultant, which approved estimate shall be dated not more than three (3) months prior to the date of the Letter of Credit.

***** Not applicable for By-law 40-2024 – No major infrastructure work***

Plus, the Township Administration Fee of two (2%) percent of the total estimated cost of constructing the facilities, plus the set fee as set out in the User Fees and Charges By-law (\$2,000.00) to a maximum of \$30,000.00 for a Site Plan Control Agreement Application.

- 15- If, in the opinion of the Municipal Officials, the Owner is not prosecuting or causing to be prosecuted the work required in connection with this Agreement within the specified time, or is improperly performing the work, or should the Owner neglect or abandon any of the work before its completion, or unreasonably delay same so that the conditions of this Agreement are being violated, carelessly executed, or in bad faith, or should the Owner neglect or fail to renew or again perform such work as may be rejected by the Municipal Officials as being or having become defective or unsuitable, or should the Owner fail to carry out any maintenance required under this Agreement, or should the Owner in any manner, in the opinion of the Municipal Officials, make default in the performance of any of the terms of this agreement, then in any such case, the Municipal Officials shall promptly notify the Owner and its surety, in writing, of such default, failure, delay or neglect, and if such notification be without effect for seven clear days after such notice, then in that case the Municipal Officials shall thereupon have full authority and power immediately to purchase such materials, tools, and machinery and to employ such workmen as in his opinion shall be required for the proper completion of the said work at the cost and expense of the Owner or its surety or both. In cases of emergency, in the opinion of the Municipal Officials, such work may be done without notice the cost of such work shall be calculated by the Municipal Officials whose decision shall be final.

It is understood and agreed that such costs shall include a management fee of twenty-five percent (25%) of the labour and material value, and twenty-five percent (25%) of the value for the dislocation and inconvenience caused to the

Township as a result of such default, failure, delay or neglect on the part of the Owner, it being hereby declared and agreed that the assumption by the Owner of the obligations set out in this clause is a consideration without which the Township would not have executed this Agreement.

REGISTRATION

- 16- The owner agrees to consent to the registration of this Agreement against the said lands by way of "Notice of Agreement" and understands that the said Agreement shall remain on title in perpetuity.
- 17- The owner understands and agrees that he shall be responsible for all fees incurred in the registration of this Agreement against the title to the said property, and for all registration fees incurred in the registration of any subsequent amendment or deletion of the Agreement from title and for any approvals or consents required to register the Agreement.
- 18- The owner shall arrange for and shall be responsible for all fees incurred in the registration of postponements of all debentures, charges, mortgages, or other similar documents registered prior to the registration of this Agreement.

ACCEPTANCE OF WORKS

- 19- Building permits may be issued subject to other requirements of the Township to construction within the site when the Township has given preliminary acceptance of road construction, storm management, sanitary sewers and water mains, and only once the By-law has been registered on the said property by the owner, and once all fees have been paid, and once an Irrevocable Letter of Credit from a Chartered Bank has been submitted to the Township.
- 20- The Township shall regulate, by by-law, the zoning of the building standards within the boundaries of the lands affected by this Agreement. It is understood and agreed that nothing in this Agreement shall relieve the Owner of the obligation to comply, at all times, including during construction, with relevant zoning and building bylaws, as well as the Ontario Building Code.
- 21- Before applying for final acceptance of any of the works or any part thereof, the Owner shall Supply the Township with a statutory declaration that all accounts for work and materials have been paid, except normal guarantee holdbacks for accounts the Owner has paid to contractors, suppliers, etc., and that there are no claims for liens or otherwise in connection with such work done or materials supplied for or on behalf of the Owner.
- 22- The performance by the Owner for its obligations under this Agreement to the satisfaction of the Municipal Official, shall be a condition precedent to the acceptance of the said works by the Township.
- 23- When the Municipal Officials are satisfied that the works set out in this Agreement or any part thereof and any other works which may have been required have been executed in accordance with this Agreement, specifications and requirements, and maintenance requirements met, the Owner will forth with present a request to the Township stating that the work or any part thereof has been completed satisfactorily.

INDEMNITY

- 24- The Owner will at all times indemnify and save harmless the Township of and from all losses, costs and damages which the Township may suffer or be put to, for or by reason of, or on account of, the construction, maintenance or existence of pavements, curbs, plantings, and other improvements upon the road allowances where the same are required by this Agreement to be provided at the expense of the Owner and such indemnity shall constitute a first lien and charge upon the subject lands, and shall be added to the assessment roll as unpaid taxes and may be collected in a similar manner as unpaid Municipal taxes.
- 25- This Agreement and the provisions hereof do not give to the Owner or any person acquiring an interest in said lands (each hereinafter in this paragraph called "such persons") any rights against the Township with respect to the failure of any such person to perform or fully perform any obligation under this Agreement, or the failure of the Township to force any such person to perform or fully perform any such obligations under this Agreement or the negligence of any such person in the performance of the said obligation. All facilities and matters required by this Agreement shall be provided by the Owner to the satisfaction of and at no expense to the Township and shall be maintained to the satisfaction of the Township at the sole risk and expense of the Owner, and in default thereof and without limiting other remedies to the Township the provisions of Section 446 the Municipal Act 2001, as amended, shall apply.
- 26- If any matter or thing required to be done by this Agreement is not done in accordance with the provisions of this Agreement and such default continues, in addition to other remedies available to it, the Township may direct that such matter or thing shall be done at the expense of the Owner, and the Township may recover at the expense incurred in doing it by action, the Owner hereby authorizes the Township to enter upon the said subject lands and do such matter or things.
- 27- The owner will indemnify the Township and each of its officers, servants, and agents from all loss, damage, damages, costs, expenses, claims, demands, actions, suits or other proceedings of every nature and kind arising from or in consequence of the execution, non-execution or imperfect execution of any of the work hereinbefore mentioned or of the supply or non-supply of material therefore, whether such loss, damage, damages, costs, expenses, claims, demands, actions, suits or other proceedings arise by reason of negligence or without negligence on the part of the owner or its contractors, officers, servants or agents, or whether such loss, damage, damages, costs, expenses, claims, demands, actions, suits or other proceedings are occasioned to or made or brought against the Owner or its contractors, officers, servants, or agents or the Township, its officers, servants, or agents.

SEVERABILITY

- 28- The clauses of this Agreement shall be deemed independent and the striking down or invalidity of any one or more of the clauses does not invalidate this Agreement or the remaining clauses.

THIS AGREEMENT shall be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto placed their respective hands and seals to these presents.

SIGNED, SEALED AND DELIVERED

In the presence of

(OWNER)

CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY)

Jamie MacDonald, Mayor

Sarah Huskinson, CAO

THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY

BY-LAW # 40-2024 – Schedule “A”

SITE PLAN DEVELOPMENT AGREEMENT

SCHEDULE “A”

- Site Plan & Details by LRL Engineering – Project No. 240231 dated May 1, 2024

SCHEDULE “B”

Costs Estimates by owner.

- **Site Plan Development Agreement Application Fee**

“Fee of two (2%) percent of the total estimated cost of constructing the facilities, plus the set fee as set out in the User Fees and Charges By-law (\$2,000.00) to a maximum of \$30,000.00”

Warehouse \$1,300,000

Fertilizer tower \$3,700,000

Total \$5,000,000

SPDA Fee = **\$30,000.00**

- **Security Deposit**

“Irrevocable Letter of Credit from a Chartered Bank with drawing rights for not less than three (3) year from date of issue and in the amount of not less than fifty (50%) percent of the “Total X” of Schedule “H” attached”

**** Not applicable for By-law 40-2024 – No major infrastructure work**

Infrastructure Cost Estimates:

Site Plan Development Agreement security deposit = n/a

50% of infrastructure value = n/a

**** SPDA fees do not include building permit fees.**



STAFF REPORT TO COUNCIL

Report No: PW2024-27

September 30, 2024

From: Timothy Wright, Director of Public Works

RE: Centre Street Bridge Replacement Detailed Design

Recommended Motion:

THAT Council receives staff report PW2024-27 Centre Street Bridge Replacement Detailed Design;

AND THAT Council authorizes the Mayor and CAO to enter into a contract for the engineering detailed design of Center Street Bridge with HP Engineering in the amount of \$26,641.40+HST.

Background / Analysis:

Centre Street bridge is the last remaining bridge in the urban centre of Alexandria that requires rehabilitation. The bridge requires a full replacement and is very similar to the work that has already taken place on Dominion and Bishop Street this year. Staff have determined that as per section 21.1 of the procurement policy, it is in the best interests of the Township to award this work to HP Engineering.

Due to the similarity between the Center Street Bridge project and the Dominion and Bishop Street bridge projects, staff feel that it is in the best interest to continue to work with HP Engineering. At the time of tendering in 2023, HP Engineering was the lowest tenderer and have agreed to the same hourly rate as in 2023. They have also provided an estimate of the hours of work needed to complete the project. HP Engineering also has the advantage of the experience and knowledge of North Glengarry and staff gained through the last two projects.

HP would be obligated to complete the work in time for the tendering season in early 2025.

Alternatives:

Put the detailed design out to tender – potential to delay the work and there is no incentive for HP to hold their unit rates if we pursue this option

Financial Implications:

This work was budgeted through the 2024 budget from the capital bridges work Bridge Engineering Studies 1-5-3011-8000 BRIDGE in the amount of \$100,000.00.

Attachments & Relevant Legislation:

O. Reg. 472/10 Standards for Bridges

Others Consulted:

Michel Cuerrier – Manager of Transportation

Reviewed and Approved by:
Sarah Huskinson, CAO/Clerk

Unit Rate for 2023 (received in a competitive tender process)

TOWNSHIP OF NORTH GLENGARRY									
ENGINEERING SERVICES - BRIDGES AND CULVERTS (PROJECT CONTRACT NO.: PW 2023-09)									
LEVEL OF EFFORT AND FEES									
	PM	SSE	SE	ST	CAD	AS	Cost		Total
		Rate	Rate	Rate	Rate	Rate	Labour	Disbursement	
	\$120.00	\$120.00	\$95.00	\$80.00	\$80.00	\$50.00			
Hours	Hours	Hours	Hours	Hours	Hours	Hours			
1. Project Start-up / Preliminary Work / Project Meetings (All Structures)									
Attend Project Start-up Meeting	3						\$ 360.00	\$ 156.00	\$ 516.00
Collect and Review Existing Available Information / Carry Out MTO Records Search / One-Call Utility Locates		1	3	2			\$ 565.00	\$ -	\$ 565.00
Project Meetings (progress meetings, final design close-out meeting)	10						\$ 1,200.00	\$ 624.00	\$ 1,824.00
Subtotal Project Start-up / Preliminary Work / Project Meetings	13	1	3	2	0	0	\$ 2,125.00	\$ 780.00	\$ 2,905.00
2. Field Investigations & Inspections (All Structures)									
Carry out Field Inspections (Bishop Street, Binette Road, Blind Road)	1	2	8	8			\$ 1,760.00	\$ 288.00	\$ 2,048.00
Carry out Monitoring Inspections (Concession 21, Mcintee Road, and Kenyon Concession 7 Road)	1	2	35	35			\$ 6,485.00	\$ 1,008.00	\$ 7,493.00
Carry out Field Inspections and Detailed Condition Survey Fieldwork (Macks Corners, Centre Street, Athol Road, Kenyon Concession 19)	1	5	24	40			\$ 6,200.00	\$ 10,267.00	\$ 16,467.00
Subtotal Field Investigations & Inspections	3	9	67	83	0	0	\$ 14,445.00	\$ 11,563.00	\$ 26,008.00
3. Evaluations & Reports (All Structures)									
Develop and Submit Preliminary Design Memorandum (Bishop Street)	1	1	6	3		1	\$ 1,100.00	\$ -	\$ 1,100.00
Carry out Roadside Safety Evaluation, Prepare and Submit Roadside Safety Evaluation Reports (Binette Road, Blind Road, Athol Road)	1	5	12	6		2	\$ 2,440.00	\$ -	\$ 2,440.00
Develop Renewal Strategies, Prepare and Submit Detailed Condition Survey / Renewal Options Reports (Macks Corners, Centre Street)	3	7	15	15	10	3	\$ 4,775.00	\$ -	\$ 4,775.00
Develop Renewal Strategies, Prepare and Submit Renewal Options Report (Kenyon Concession 19)	2	3	7	5		2	\$ 1,765.00	\$ -	\$ 1,765.00
Prepare and Submit Monitoring Inspection Reports (Concession 21, Mcintee Road, Kenyon Concession Road 7)	2	5	10	5		5	\$ 2,440.00	\$ -	\$ 2,440.00
Subtotal Evaluations & Reports	9	21	50	34	10	13	\$ 12,520.00	\$ -	\$ 12,520.00
4. Preliminary & Detailed Design (Bishop Street, Binette Road, Blind Road)									
Detailed Design Development	1	3	8				\$ 1,240.00	\$ -	\$ 1,240.00
Prepare and Submit 90% Detailed Design Documents and Tender Cost Estimates	1	5	8	8	15	3	\$ 3,470.00	\$ -	\$ 3,470.00
Stakeholder Communications and Permits / Approvals	1	1	3			1	\$ 575.00	\$ -	\$ 575.00
Refine / Revise Detailed Design, Prepare and Submit Final Contract Documents (<i>Issued for Tender</i>) including Class 'A' Cost Estimate	1	3	6	5	8	2	\$ 2,190.00	\$ -	\$ 2,190.00
Subtotal Preliminary & Detailed Design	4	12	25	13	23	6	\$ 7,475.00	\$ -	\$ 7,475.00
Total Project Upset Limit (Labour Fees + Disbursements) (Not including HST)	29	43	145	132	33	19	\$ 36,565.00	\$ 12,343.00	\$ 48,908.00

PM-Project Manager / Principal, SSE-Senior Structural Engineer, SE-Structural Engineer, ST-Structural Technician, CAD-CAD Technician, AS-Administrative Support

Unit Rates for 2024

TOWNSHIP OF NORTH GLENGARRY									
CENTRE STREET BRIDGE REPLACEMENT									
PROPOSED LEVEL OF EFFORT AND FEES									
	PM	SSE	SE	ST	CAD	AS	Cost		Total
	Rate	Rate	Rate	Rate	Rate	Rate	Labour	Disbursement	
	\$120.00	\$120.00	\$95.00	\$80.00	\$80.00	\$50.00			
Hours	Hours	Hours	Hours	Hours	Hours	Hours			
1. Project Start-up / Review of Existing Information / Field Investigations									
Attend Project Start-up Meeting	3						\$ 360.00	\$ 144.00	\$ 504.00
Compile and Review Existing Available Information / Carry Out MTO Records Search			2	2			\$ 350.00	\$ -	\$ 350.00
Carry out Detailed Field Inspections / Topographic Site Survey		8	8				\$ 1,720.00	\$ 1,052.40	\$ 2,772.40
Subtotal Project Start-up / Review of Existing Information / Field Investigations	3	8	10	2	0	0	\$ 2,430.00	\$ 1,196.40	\$ 3,626.40
2. Environmental Assessment (Schedule A+) / Utility & Stakeholder Consultation									
Carry out Stakeholder & Utilities Circulation including Follow Up, Attend Meetings, Complete Permit Applications and Acquire Approvals	1	2	4	4		2	\$ 1,160.00	\$ -	\$ 1,160.00
Compile and Incorporate Stakeholder Requirements into Contract Documents	1	1	2	4	1		\$ 830.00	\$ -	\$ 830.00
Subtotal Environmental Assessment (Schedule A+) / Utility & Stakeholder Consultation	2	3	6	8	1	2	\$ 1,990.00	\$ -	\$ 1,990.00
3. Preliminary & Detailed Design									
Review Field Findings, Develop & Evaluate Renewal Options, Prepare and Submit Preliminary Design Report & Cost Estimate	2	6	15	8	3	3	\$ 3,415.00	\$ -	\$ 3,415.00
Attend Project Meeting to Discuss Preliminary Design Brief	2						\$ 240.00	\$ -	\$ 240.00
Carry out Detailed Design Development	2	8	16	8			\$ 3,360.00	\$ -	\$ 3,360.00
Prepare and Submit Detailed Design Documents (70% completion) including Drawings, Specifications and Cost Estimate	1	5	15	6	35	3	\$ 5,575.00	\$ -	\$ 5,575.00
Attend Project Meeting to Discuss 70% Detailed Design Submission	2						\$ 240.00	\$ -	\$ 240.00
Continue Detailed Design Development	2	6	12	6			\$ 2,580.00	\$ -	\$ 2,580.00
Prepare and Submit Detailed Design Documents (95% completion) including Drawings, Specifications and Cost Estimate	1	4	10	6	16	2	\$ 3,410.00	\$ -	\$ 3,410.00
Attend Project Meeting to Discuss 95% Detailed Design Submission	2						\$ 240.00	\$ -	\$ 240.00
Refine / Revise Detailed Design, Prepare and Submit Final Contract Documents (<i>Issued for Tender</i>) including Cost Estimate	1	3	5	3	6	1	\$ 1,725.00	\$ -	\$ 1,725.00
Attend Project Close-out Meeting	2						\$ 240.00	\$ -	\$ 240.00
Subtotal Preliminary & Detailed Design	17	32	73	37	60	9	\$ 21,025.00	\$ -	\$ 21,025.00
Total Project Upset Limit (Labour Fees + Disbursements) (Not including HST)	22	43	89	47	61	11	\$ 25,445.00	\$ 1,196.40	\$ 26,641.40

PM-Project Manager / Principal, SSE-Senior Structural Engineer, SE-Structural Engineer, ST-Structural Technician, CAD-CAD Technician, AS-Administrative Support

Notes:

1. The above fees do not include any sub-consultant fees. For this project, it is expected that a Geotechnical Engineer (for subsurface investigations and reporting) and a Biologist (for SARs screening / reporting, DFO RfR) will be required. Estimated fees for these sub-consultants are approximately \$5,000 (Geotechnical Engineer) and \$4,000 (Biologist).

THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY

Committee of Adjustment Hearing

Monday, February 26, 2024. 5:00pm

Council Chamber

3720 County Road 34

Alexandria, On. K0C 1A0

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

REGRETS: Councillor: (Lochiel) - Brian Caddell

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

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

Resolution No. 1

Moved By: Micheal Madden

Seconded By: Jacques Massie

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

Carried

- 3. RATIFY MINUTES**

Resolution No. 2

Moved By: Jacques Massie

Seconded By: Carma Williams

THAT the Council of the Township of North Glengarry accepts the Committee of Adjustment Hearing Minutes of January 29, 2024.

Carried

- 4. MINOR VARIANCES**

MV-02-2024

Owner: Janice Lynne Blaney

Location: 18079B County Road 22 Maxville, On

Purpose of application: to seek relief from the zoning by-law requirements within Section 11.2(2)(b)(iv) for a reduction in lot frontage from the required 45m to the proposed 18m for the new property boundaries of the existing residential-use lot, as per condition No. 2 of Consent Application B-136-23.

Resolution No. 3

Moved By: Gary Martin

Seconded By: Jeff Manley

It is the recommendation of the Planning Department that the Committee of Adjustment approve Minor Variance application **MV-02-2024** as submitted.

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

Carried

5. OLD BUSINESS

6. NEW BUSINESS

7. NOTICE OF MOTION

8. ADJOURNMENT

Resolution No. 4

Moved By: Jeff Manley

Seconded By: Gary Martin

THERE being no further business to discuss the Committee of Adjustment Hearing was adjourned at 5:59pm.

Carried

CAO/Clerk/Deputy Clerk

Mayor/Deputy Mayor

THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY

Public Meeting of Planning

Monday, August 12, 2024

5:30 pm

Council Chamber

3720 County Road 34

Alexandria, On. K0C 1A0

COUNCIL MEMBERS Mayor: Jamie MacDonald

PRESENT:

Deputy Mayor: Carma Williams

Councillor (At Large) - Jacques Massie

Councillor (Kenyon Ward) - Jeff Manley

Councillor (Alexandria Ward) - Michael Madden

Councillor: Brian Caddell

Councillor: Gary Martin

MUNICIPAL STAFF CAO/Clerk - Sarah Huskinson

PRESENT:

Director of Building, By-law & Planning - Jacob Rhéaume

Deputy Clerk: Jena Doonan

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

Resolution No. 1

Moved By: Michael Madden

Seconded By: Brian Caddell

THAT the Council of the Township of North Glengarry accepts the Public Meeting of Planning Agenda of **Monday, August 12th/2024.**

Carried

- 3. RATIFY MINUTES**

Resolution No. 2

Moved By: Jeff Manley

Seconded By: Gary Martin

THAT the Council of the Township of North Glengarry accepts the minutes of the Public Meeting of Planning of **Monday, May 27th/2024.**

Carried

3.a Public Meeting of Planning Minutes - May 27 2024

- 4. SITE PLAN DEVELOPMENT AGREEMENT**

SPDA By-law No. 38-2024 - Maxville Manor

Owner: Maxville Manor

Agent: G architects / Nick Leblanc-Architect, OAA, March

Location: 80 Mechanic Street West, Maxville

Purpose of application: to enter into a Site Plan Control Development Agreement between Maxville Manor and the Corporation of the Township of North Glengarry for new bed license additions, renovations to the existing building, and for site plan alteration.

4.a SPDA By-law No. 38-2024 - Maxville Manor

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

Resolution No. 3

Moved By: Jacques Massie
Seconded By: Brian Caddell

THERE being no further business to discuss, the Public Meeting of Planning was adjourned at 6:02pm.

Carried

CAO/Clerk/Deputy Clerk

Mayor/Deputy Mayor



MEMORANDUM

To: Township of North Glengarry Council, CAO, and Clerk
From: Lisa Van De Ligt, Team Lead, Communications and Stewardship
Date: September 24, 2024
Subject: RRCA Board of Directors meeting highlights (September 19, 2024)

The Raisin Region Conservation Authority (RRCA) Board of Directors consists of eight representatives from the RRCA's five member municipalities: City of Cornwall and Townships of North Glengarry, South Glengarry, South Stormont, and North Stormont. Following every Board meeting, councils, CAOs and clerks of the RRCA's member municipalities are sent meeting highlights and the date of the next meeting. The RRCA Board meets monthly (except for July, August, and December, unless a special meeting is called).

September 19, 2024 RRCA Board of Directors Meeting Highlights:

- Approved minutes from the June 20, 2024 meeting can be found at <http://www.rrca.on.ca/governance>.
- Board approved Administrative By-law amendments.
- Board approved the RRCA's draft Watershed-Based Resources Management Strategy and Conservation Area Strategy for public consultation, a requirement under the recently amended *Conservation Authorities Act*. The Strategies will be circulated to municipalities for review and feedback.
- On April 1, 2024, Ontario Regulation 41/24 (Prohibited Activities, Exemptions and Permits) and Part VI of the *Conservation Authorities Act* came into effect. Board received an update on the associated regulation policy and mapping.
- Board received a summary of the RRCA's Flood Forecasting and Warning response during the significant precipitation event on August 9 due to the remnants of tropical storm Debby.
- Board approved the 2025 RRCA Camping and Marina Fees.
- Board approved the submission of two funding applications to support wetland restoration and partner advisory support.
- Board received an update on the RRCA's three Conservation Areas:
 - 13 summer staff employed
 - Gray's Creek Conservation Area: Marina open from April 29 to September 29, picnic shelter replacement, and community tree planting event planned for October 20.
 - Charlottenburgh Park: campground open from May 17 to October 14.
 - Cooper Marsh Conservation Area: Visitors Centre open from May-August, and new interpretive signage planned to be installed in Fall 2024.

Next RRCA Board meeting date: October 24, 2024



MEMORANDUM

To: Township of North Glengarry Council, CAO and Clerk
From: Lisa Van De Ligt, Team Lead, Communications and Stewardship
Date: September 26, 2024
Subject: **Public Consultation – RRCA Draft Strategies**

The Raisin Region Conservation Authority (RRCA) is currently seeking feedback from the community on two draft strategy documents through a short online survey on its website.

The RRCA's draft Watershed-Based Resource Management Strategy provides an overview of the conservation authority's programs and services, while the draft Conservation Area Strategy outlines its conservation lands and their associated programs and services.

The strategies will be the first step to help the RRCA reach long-term goals and enhance the delivery of its programs and services.

The two draft strategies and their accompanying survey can be found at rrca.on.ca/Strategy. The survey opened on September 26, 2024, and will close on October 25, 2024. The consultation period is being promoted through the RRCA's communication tools and platforms.

The RRCA's draft strategy documents were prepared in accordance with changes recently made to Ontario's *Conservation Authorities Act* in 2021. The RRCA plans to undertake a strategic planning exercise in 2025, which may update the Watershed-Based Resource Management Strategy and Conservation Area Strategy.

On September 19, 2024, the RRCA's Board of Directors approved the draft Watershed-Based Resource Management Strategy and draft Conservation Area Strategy for public consultation. Final draft Strategies will be presented to the RRCA Board for review and endorsement in November.

Should you have any questions, or to request a presentation to your municipality from the RRCA on the draft strategy documents, please contact Lisa Van De Ligt, RRCA Team Lead, Communications and Stewardship, at Lisa.VanDeLigt@rrca.on.ca or (613) 938-3611 ext. 223.

THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY

**BY-LAW 41-2024
FOR THE YEAR 2024**

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 September 30 2024, 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 30th day of September 2024.

CAO/Clerk / Deputy Clerk

Mayor / Deputy Mayor

I, hereby certify that the forgoing is a true copy of By-Law No. 41-2024, duly adopted by the Council of the Township of North Glengarry on the 30th day of September 2024

Certified CAO/Clerk / Deputy Clerk

Date