

# THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY

## Regular Meeting of Council

**Monday November 26, 2018 at 7:00 p.m. – Council Chambers  
102 Derby Street West, Alexandria, Ontario K0C 1A0**

### Draft Agenda

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

1. ACCEPT THE AGENDA (Additions/Deletions) ® (Carma)
2. DECLARATIONS OF CONFLICTS OF INTEREST
3. ADOPTION OF PREVIOUS MINUTES ® (Jamie)
  - a) Regular Meeting of Council – October 9, 2018
  - b) Special Meeting of Council – October 30, 2018
4. DELEGATION(S)
5. COMMITTEE RECOMMENDATIONS
6. CAO/CLERK'S DEPARTMENT – Sarah Huskinson - CAO/Clerk
  - a) By-law 57-2018 to rescind by law 57-2007 re: Dominion St. N.® (Jacques)
  - b) By-law 58-2018 - Enbridge Franchise Agreement ® (Brian)
7. COMMUNITY SERVICES DEPARTMENT –  
Anne Leduc, Director of Recreation/Community Services
8. TREASURY DEPARTMENT – Kimberley Champigny – Treasurer & Director of Finance
  - a) Federation of Canadian Municipalities Grant Agreement ® (Jeff)
  - b) Application for Tile Drainage Loan ® (Michel)
9. PLANNING/BUILDING & BY-LAW ENFORCEMENT DEPARTMENT -  
Jacob Rhéaume – Director of Building, By-law & Planning / CBO
  - a) Zoning Amendment – Z-07-2018 ® (Carma)
  - b) Zoning Amendment – Z-08-2018 ® (Jamie)
  - c) Zoning Amendment – Z-09-2018 ® (Brian)
10. FIRE DEPARTMENT – Patrick Gauthier, North Glengarry Fire Chief
  - a) Training Facility Lease ® (Jeff)
  - b) Emergency Management Compliance ® (Jacques)
11. PUBLIC WORKS DEPARTMENT – Ryan Morton, Director of Public Works
12. CORRESPONDENCE
13. NEW BUSINESS
14. NOTICE OF MOTION  
Next Regular Public Meeting of Council  
Monday December 10, 2018 at 7:00 p.m. at the Centre Sandfield Centre, 102 Derby Street  
West, Alexandria, Ontario.  
Note: Meeting are subject to change or cancellation.

15. **QUESTION PERIOD** (limit of one question per person and subsequent question will be at the discretion of the Mayor/Chair).
16. **CLOSED SESSION BUSINESS**
17. **CONFIRMING BY-LAW**
  - a) By-law No. 60-2018 ® (Carma)
18. **ADJOURN** ® (Jacques)

# **Section 1**

**ACCEPT THE AGENDA**

**CORPORATION OF  
THE  
TOWNSHIP OF NORTH GLENGARRY**

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

**DATE:** November 26, 2018

**MOVED BY:** \_\_\_\_\_

**SECONDED BY:** \_\_\_\_\_

That the Council of the Township of North Glengarry accepts the agenda of the Regular Meeting of Council on Monday November 26, 2018.

**Carried**

**Defeated**

**Deferred**

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**MAYOR / DEPUTY MAYOR**

**YEA**

**NEA**

**Deputy Mayor:** Jamie MacDonald

**Councillor:** Jacques Massie

**Councillor:** Brian Caddell

**Councillor:** Jeff Manley

**Councillor:** Michel Depratto

**Councillor:** Carma Williams

**Mayor:** Chris McDonell

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**Section 1**



**Section 2**

**DECLARATIONS OF  
CONFLICTS OF  
INTEREST**

**Section 3**

**ADOPTION OF PREVIOUS**

**MINUTES**

**CORPORATION OF  
THE  
TOWNSHIP OF NORTH GLENGARRY**

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

**DATE:** November 26, 2018

**MOVED BY:** \_\_\_\_\_

**SECONDED BY:** \_\_\_\_\_

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

Regular Meeting of Council – October 9, 2018  
Special Meeting of Council – October 30, 2018

<b>Carried</b>	<b>Defeated</b>	<b>Deferred</b>
_____	_____	_____

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**MAYOR / DEPUTY MAYOR**

	<b>YEA</b>	<b>NEA</b>
<b>Deputy Mayor:</b> Jamie MacDonald	_____	_____
<b>Councillor:</b> Jacques Massie	_____	_____
<b>Councillor:</b> Brian Caddell	_____	_____
<b>Councillor:</b> Jeff Manley	_____	_____
<b>Councillor:</b> Michel Depratto	_____	_____
<b>Councillor:</b> Carma Williams	_____	_____
<b>Mayor:</b> Chris McDonell	_____	_____

**Section 3**



# THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY

## REGULAR MEETING OF COUNCIL

**Tuesday October 9, 2018 at 7:00 p.m. – Council Chambers  
102 Derby Street West, Alexandria, On K0C 1A0**

A Regular meeting of the Municipal Council was held on October 9, 2018 at 7:00 p.m., with Mayor Chris McDonnell presiding.

**PRESENT:** **Deputy Mayor** - Jamie MacDonald  
**Councillor at Large** – Jacques Massie  
**Councillor (Lochiel Ward)** – Brian Caddell  
**Councillor (Kenyon Ward)** – Jeff Manley  
**Councillor (Alexandria Ward)** – Michel Depratto  
**Councillor (Maxville Ward)** – Carma Williams

**ALSO PRESENT:** **CAO/Clerk** - Sarah Huskinson  
**Deputy Clerk** – Lise Lavigne  
**Treasurer & Director of Finance** – Kimberley Champigny  
**Director of the Building/By-law & Planning Services** – Jacob Rhéaume  
**Building & Planning Assistant** – Chantal Lapierre  
**Director Community Services** – Anne Leduc  
**Director of Public Works** – Ryan Morton

1. DECLARATIONS OF CONFLICTS OF INTEREST
2. ACCEPT THE AGENDA

### **Resolution No. 1**

**Moved by:** Carma Williams

**Seconded by:** Michel Depratto

That the Council of the Township of North Glengarry accepts the agenda of the Regular Meeting of Council on Tuesday October 9, 2018 as amended.

**Carried**

### **Deletions from the Agenda**

- 9(b) Z-06-2018 – Zoning Amendment
- 16 Closed Session Minutes of Sept 24, 2018

3. ADOPTION OF PREVIOUS MINUTES

### **Resolution No. 2**

**Moved by:** Jamie MacDonald

**Seconded by:** Carma Williams

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

Regular Meeting of Council – September 24, 2018

**Carried**

4. DELEGATION(S)

5. COMMITTEE RECOMMENDATIONS
6. CAO/CLERK'S DEPARTMENT – Sarah Huskinson - CAO/Clerk
7. COMMUNITY SERVICES DEPARTMENT - Anne Leduc, Director Community Services

**a) Municipal Recreation Associations 2018 Capital Budget Transfers**

**Resolution No. 3**

**Moved by:** Brian Caddell

**Seconded by:** Jeff Manley

THAT the Council for the Township of North Glengarry receives the Staff Report No. CS-2018-34; and

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

Transfer to Dalkeith Recreation to proceed with the installation of playground equipment, which was originally not budgeted for 2018	\$5,500
• \$1,500 Alexandria Recreation	
• \$1,500 from Laggan Recreation	
• \$2,500 from Glen Robertson Recreation	

**Carried**

**b) 2019 Community Grants**

**Resolution No. 4**

**Moved by:** Jeff Manley

**Seconded by:** Brian Caddell

THAT the Council for the Township of North Glengarry receives the Staff Report No. CS-2018-35; and

That Council approves the following grants conditional to the approval of Community Grant Program funding in the 2019 municipal budget.

<b>Applicant</b>	<b>Community Grant Funding Amount</b>	<b>In-Kind Amount</b>
Centre Lochiel Centre	\$3,000.00	
Club Optimiste	\$3,000.00	\$928.00
Dalkeith Historical Society	\$900.00	
Earth Day	\$500.00	\$467.00
Friends of the Glengarry Trails	\$3,300.00	
Glengarry Artists Collective	\$3,300.00	\$2,294.00
Maxville & District Chamber of Commerce	\$2,000.00	
Maxville Fair	\$3,000.00	
MCM Festival	\$3,000.00	
St. Columba Presbyterian Church	\$3,000.00	
<b>TOTAL:</b>	<b>\$25,000.00 in Community Grant Funding</b>	<b>\$3,689.00 in In-Kind Funding</b>

**Carried**

8. TREASURY DEPARTMENT – Kimberley Champigny, Treasurer & Director of Finance

**a) Property Tax Collection Policy**

**Moved by:** Jacques Massie

**Seconded by:** Jeff Manley

THAT Council approves the Property Tax Collection Policy, revised as of September 26, 2018.

**Carried**

**b) Strategic Asset Management Policy**

**Resolution No. 6**

**Moved by:** Michel Depratto

**Seconded by:** Carma Williams

THAT Council approves the Strategic Asset Management Policy dated September 28, 2018.

**Carried**

9. PLANNING/BUILDING & BY-LAW ENFORCEMENT DEPARTMENT -  
Jacob Rhéaume – Director of the Building/By-law & Planning Services

**a) Z-05-2018 – Zoning Amendment**

**Resolution No. 7**

**Moved by:** Carma Williams

**Seconded by:** Michel Depratto

That the Council of the Township of North Glengarry adopt Zoning By-Law # Z-05-2018; and

That by-law Z-05-2018 be read a first, second and third time and enacted in Open Council this 9<sup>th</sup> day of October, 2018.

**Carried**

**b) Z-06-2018 – Zoning Amendment - DELETED**

10. FIRE DEPARTMENT – Patrick Gauthier, North Glengarry Fire Chief

11. PUBLIC WORKS DEPARTMENT – Ryan Morton, Director of Public Works

**a) Engineering Design Services Award – Water Treatment Plant**

**Resolution No. 8**

**Moved by:** Jeff Manley

**Seconded by:** Brian Caddell

**THAT**, the Council of the Township of North Glengarry awards a contract for engineering services to McIntosh Perry Consulting Engineers in the amount of \$366,421 excluding HST for the provision of design, tendering and contract administration services for the Alexandria Water Treatment Facility Upgrades as part of the Maxville Water Project;

**AND FURTHER**, that the finance department is directed to transfer \$21,421 from the construction contingency to offset the negative variance in the budget;

**Defeated**

**Resolution No. 9**

**Moved by:** Jamie MacDonald

**Seconded by:** Michel Depratto

**THAT**, the Council of the Township of North Glengarry awards a contract for engineering services to EVB of \$303,927 excluding HST for the provision of design tendering and contract administration services for the Alexandria Water Treatment Facility Upgrades as part of the Maxville Water Project;

**Carried**

12. CORRESPONDENCE

- a) Recreation Advisory Committee Minutes – May 15, 2018
- b) Public Works Minutes – May 22, 2018
- c) The Committee of Adjustment Minutes – June 11, 2018
- d) Recreation Advisory Committee Minutes – June 12, 2018
- e) Glengarry Sports Palace Minutes – June 12, 2018
- f) CIP Approvals Committee Minutes – July 16, 2018

13. NEW BUSINESS

14. NOTICE OF MOTION - Next Meeting of Council, November 12, 2018.

15. QUESTION PERIOD

16. CLOSED SESSION BUSINESS

**Resolution No. 10**

**Moved by:** Carma Williams

**Seconded by:** Michel Depratto

**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*);

**Carried**

**Resolution No. 11**

**Moved by:** Jeff Manley

**Seconded by:** Jacques Massie

That we return to the Regular Meeting of Council at 7:59 p.m.

**Carried**

17. CONFIRMING BY-LAW

**Resolution No. 12**

**Moved by:** Brian Caddell

**Seconded by:** Jeff Manley

That the Council of the Township of North Glengarry receive By-law 55-2018; and

That Council adopt by-law 55-2018 being a by-law to adopt, confirm and ratify matters dealt with by Resolution and that By-law 55-2018 be read a first, second, third time and enacted in Open Council this 10<sup>th</sup> day of October, 2018.

**Carried**



18. ADJOURNMENT

**Resolution No. 13**

**Moved by:** Jacques Massie

**Seconded by:** Jeff Manley

There being no further business to discuss, the meeting was adjourned at 8:00 p.m.

**Carried**

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**CAO/Clerk/ Deputy Clerk**

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**Mayor / Deputy Mayor**

# THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY

## SPECIAL MEETING OF COUNCIL

**Tuesday October 30, 2018 at 1:30 p.m. – Council Chambers  
102 Derby Street West, Alexandria, On K0C 1A0**

A Special meeting of the Municipal Council was held on October 30, 2018 at 2:00 p.m., with Mayor Chris McDonnell presiding.

**PRESENT:** **Deputy Mayor** - Jamie MacDonald  
**Councillor at Large** – Jacques Massie  
**Councillor (Lochiel Ward)** – Brian Caddell  
**Councillor (Kenyon Ward)** – Jeff Manley  
**Councillor (Alexandria Ward)** – Michel Depratto  
**Councillor (Maxville Ward)** – Carma Williams

**ALSO PRESENT:** **CAO/Clerk** - Sarah Huskinson

1. **DECLARATIONS OF CONFLICTS OF INTEREST**
2. **ACCEPT THE AGENDA**

### **Resolution No. 1**

**Moved by:** Michel Depratto

**Seconded by:** Carma Williams

That the Council of the Township of North Glengarry accepts the agenda of the Special Meeting of Council on Tuesday October 30, 2018.

**Carried**

3. **ADOPTION OF PREVIOUS MINUTES**
4. **DELEGATION(S)**
5. **COMMITTEE RECOMMENDATIONS**
6. **CAO/CLERK'S DEPARTMENT** – Sarah Huskinson - CAO/Clerk
7. **COMMUNITY SERVICES DEPARTMENT** - Anne Leduc, Director Community Services
8. **TREASURY DEPARTMENT** – Kimberley Champigny, Treasurer & Director of Finance
9. **PLANNING/BUILDING & BY-LAW ENFORCEMENT DEPARTMENT** -  
Jacob Rhéaume – Director of the Building/By-law & Planning Services
10. **FIRE DEPARTMENT** – Patrick Gauthier, North Glengarry Fire Chief
11. **PUBLIC WORKS DEPARTMENT** – Ryan Morton, Director of Public Works
12. **CORRESPONDENCE**

13. NEW BUSINESS

14. NOTICE OF MOTION - Next Meeting of Council, November 12, 2018.

15. QUESTION PERIOD

16. CLOSED SESSION BUSINESS

**Resolution No. 2**

**Moved by:** Carma Williams  
**Proceed "In Closed Session",**

**Seconded by:** Michel Depratto

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*);

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

**Carried**

**Resolution No. 3**

**Moved by:** Jeff Manley

**Seconded by:** Brian Caddell

That we return to the Special Meeting of Council at 3:45 p.m.

**Carried**

17. CONFIRMING BY-LAW

18. ADJOURNMENT

**Resolution No. 4**

**Moved by:** Michel Depratto

**Seconded by:** Jamie MacDonald

There being no further business to discuss, the meeting was adjourned at 3:46 p.m.

**Carried**

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CAO/Clerk/ Deputy Clerk

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Mayor / Deputy Mayor

## **Section 4**

# **DELEGATION**



**Section 5**

**COMMITTEE**

**RECOMMENDATIONS**

**Section 6**

**CAO/CLERK'S**

**DEPARTMENT**

**Sarah Huskinson**

**CORPORATION OF  
THE  
TOWNSHIP OF NORTH GLENGARRY**

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

**DATE:** November 26, 2018

**MOVED BY:** \_\_\_\_\_

**SECONDED BY:** \_\_\_\_\_

THAT Council for the Township of North Glengarry receives Staff Report No. AD-2018-11;

AND THAT by-law number being a by-law to impose a charge on those who will benefit from the extension of water and sanitary sewer services on Dominion Street North, in the Town of Alexandria is hereby rescinded;

AND THAT by-law 57-2018 be read a first, second and third time and enacted in open Council this 26<sup>th</sup> day of November, 2018.

**Carried**

**Defeated**

**Deferred**

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**MAYOR / DEPUTY MAYOR**

**YEA**

**NEA**

**Deputy Mayor:** Jamie MacDonald

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**Councillor:** Jacques Massie

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**Councillor:** Brian Caddell

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**Councillor:** Jeff Manley

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**Councillor:** Michel Depratto

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**Councillor:** Carma Williams

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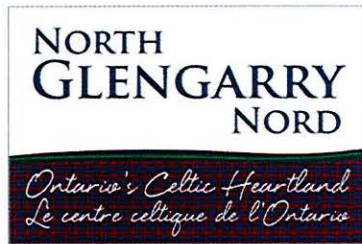
**Mayor:** Chris McDonell

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**Section 6 Item a**





## **STAFF REPORT TO COUNCIL**

Report No: AD-2018-11

**November 26, 2018**

From: Sarah Huskinson – Chief Administrative Officer/ Clerk

RE: Dominion Street By-law

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### **Recommended Motion:**

THAT Council for the Township of North Glengarry receives Staff Report No. AD-2018-11;

AND THAT by-law number being a by-law to impose a charge on those who will benefit from the extension of water and sanitary sewer services on Dominion Street North, in the Town of Alexandria is hereby rescinded;

AND THAT by-law 57-2018 be read a first, second and third time and enacted in open Council this 26<sup>th</sup> day of November, 2018.

### **Background / Analysis:**

A by-law was passed in 2007 to recover the costs associated with the extension of water and sanitary sewer on Dominion Street North in the Town of Alexandria. A debenture was taken out and monies collected from property owners on Dominion Street. The monies collected were put a reserve, and in January of 2018, the outstanding debt was paid in full by the amount in the reserve. With no outstanding debt for the work that had been completed, it is necessary to rescind the by-law which was passed in 2007. The by-law was recorded as a lien against the properties named in the original schedules in the by-law and as such, will need to be discharged following the rescinding of the by-law.

### **Alternatives:**

Option 1: THAT Council adopts rescinding by-law

Option 2: Not recommended – THAT Council does not rescinding by-law.

### **Financial Implications:**

None. The costs were debentured and paid off with the reserve at the beginning of 2018.

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

Rescinding by-law.

**Others Consulted:**



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Sarah Huskinson  
Chief Administrative Officer/ Clerk

THE CORPORATION OF THE TOWNSHIP NORTH GLENGARRY

BY-LAW NO. 57 -2018

WHEREAS it is the desire of the Council of the Township of North Glengarry to rescind by-law 57-2007 being a by-law to impose a charge on those who will benefit from the extension of water and sanitary sewer services on Dominion Street North, in the Town of Alexandria;

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

By-law number 57-2007 being a by-law to impose a charge on those who will benefit from the extension of water and sanitary sewer services on Dominion Street North, in the Town of Alexandria is hereby rescinded.

AND FURTHER that this by-law, when passed, takes precedence over all previous by-laws, schedules or resolutions with respect to the matters contained herein and shall come into force and effect on the day of its passing.

**READ** a first, second, and third time and enacted in open Council this 26<sup>th</sup> day of November, 2018.

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

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

I hereby certify that the foregoing is a true copy of By-law No. 57-2018 duly adopted by the Council of the Township of North Glengarry, on the 26<sup>th</sup> day of November 2018.

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

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

**CORPORATION OF  
THE  
TOWNSHIP OF NORTH GLENGARRY**

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

**DATE:** November 26, 2018

**MOVED BY:** \_\_\_\_\_

**SECONDED BY:** \_\_\_\_\_

THAT Council for the Township of North Glengarry receives Staff Report No. AD-2018-10;

AND THAT the attached Franchise Agreement between the Corporation of the Township of North Glengarry and Enbridge Gas Distribution Inc. is hereby authorized, and the franchise agreement provided for therein is hereby granted;

AND THAT the Mayor and Clerk be hereby authorized and instructed on behalf of the Corporation of the Township of North Glengarry to enter into the franchise agreement;

AND THAT by-law 58-2018 be read a first, second and third time and enacted in open Council this 26<sup>th</sup> day of November, 2018.

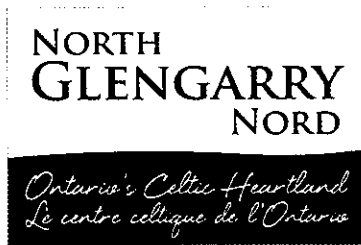
<b>Carried</b> _____	<b>Defeated</b> _____	<b>Deferred</b> _____
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**MAYOR / DEPUTY MAYOR**

	<b>YEA</b>	<b>NEA</b>
<b>Deputy Mayor:</b> Jamie MacDonald	_____	_____
<b>Councillor:</b> Jacques Massie	_____	_____
<b>Councillor:</b> Brian Caddell	_____	_____
<b>Councillor:</b> Jeff Manley	_____	_____
<b>Councillor:</b> Michel Depratto	_____	_____
<b>Councillor:</b> Carma Williams	_____	_____
<b>Mayor:</b> Chris McDonell	_____	_____

**Section 6 Item b**



## **STAFF REPORT TO COUNCIL**

Report No: AD-2018-10

**November 26, 2018**

From: Sarah Huskinson – Chief Administrative Officer/ Clerk

RE: Enbridge Franchise Agreement

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### **Recommended Motion:**

THAT Council for the Township of North Glengarry receives Staff Report No. AD-2018-10;

AND THAT the attached Franchise Agreement between the Corporation of the Township of North Glengarry and Enbridge Gas Distribution Inc. is hereby authorized, and the franchise agreement provided for therein is hereby granted;

AND THAT the Mayor and Clerk be hereby authorized and instructed on behalf of the Corporation of the Township of North Glengarry to enter into the franchise agreement;

AND THAT by-law 58-2018 be read a first, second and third time and enacted in open Council this 26<sup>th</sup> day of November, 2018.

### **Background / Analysis:**

As previously discussed, the franchise agreement is between the gas company Enbridge and the Township which provides consent for the distribution, storage and transmission of gas within the municipality. Council approved the draft franchise agreement on September 10, 2018, which expired in 2018 after a 20 year term. The draft agreement and council resolution were sent to Enbridge and the Ontario Energy Board (OEB). Staff received the Decision and Order from the OEB granting approval of the franchise agreement between Enbridge and the Township earlier this month. The next step in the process is for Council to formally approve the franchise agreement, by-law and give authority to the Mayor and Clerk to sign the agreement.

### **Alternatives:**

Option 1: THAT Council adopts the franchise agreement by-law

Option 2: Not recommended – THAT Council does not adopt the franchise agreement by-law.

**Financial Implications:**

N/A

**Attachments & Relevant Legislation:**

Franchise agreement and by-law.

**Others Consulted:**



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Sarah Huskinson  
Chief Administrative Officer/ Clerk

THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY

BY-LAW No. 58-2018

**A BY-LAW TO AUTHORIZE A FRANCHISE AGREEMENT BETWEEN THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY AND ENBRIDGE GAS DISTRIBUTION INC.**

**WHEREAS** the Council of the Corporation of the Township of North Glengarry deems it expedient to enter into the attached franchise agreement with Enbridge Gas Distribution Inc.;

**AND WHEREAS** the Ontario Energy Board by its Order issued pursuant to the Municipal Franchises Act on the 1<sup>st</sup> day of November, 2018 has approved the terms and conditions upon which and the period for which the franchise provided for in the attached agreement is proposed to be granted, and has declared and directed that the assent of the municipal electors in respect of this By-law is not necessary;

**NOW THEREFORE BE IT ENACTED:**

1. That the attached franchise agreement between the Corporation of the Township of North Glengarry and Enbridge Gas Distribution Inc. is hereby authorized and the franchise agreement provided for therein is hereby granted.
2. That the Mayor and the CAO/Clerk are hereby authorized and instructed on behalf of the Corporation to enter into and execute under its corporate seal and deliver the aforesaid agreement, which agreement is hereby incorporated into and shall for part of this By-law.

**READ** a first, second, third time and enacted in Open Council, this 26 day of November, 2018

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

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

I, hereby certify that the foregoing is a true copy of By-Law No. 58-2018, duly adopted by the Council of the Corporation of the Township of North Glengarry, on this 26 day of November, 2018.

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

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



**SCHEDULE A**

**EB-2018-0273**

**DATED: November 1, 2018**

**Franchise Agreement**

## Model Franchise Agreement

THIS AGREEMENT effective this        day of        , 20    .

BETWEEN: The Corporation of The Township of North Glengarry hereinafter  
called the

"Corporation"

- and -

Enbridge Gas Distribution Inc. hereinafter called the "Gas Company"

**WHEREAS** the Gas Company desires to distribute, store and transmit gas in the Municipality upon the terms and conditions of this Agreement;

**AND WHEREAS** by by-law passed by the Council of the Corporation (the "By-law"), the duly authorized officers have been authorized and directed to execute this Agreement on behalf of the Corporation;

**THEREFORE** the Corporation and the Gas Company agree as follows:

### Part I - Definitions

1. In this Agreement:
  - a. "decommissioned" and "decommissions" when used in connection with parts of the gas system, mean any parts of the gas system taken out of active use and purged in accordance with the applicable CSA standards and in no way affects the use of the term 'abandoned' pipeline for the purposes of the Assessment Act;
  - b. "Engineer/Road Superintendent" means the most senior individual employed by the Corporation with responsibilities for highways within the Municipality or the person designated by such senior employee or such other person as may from time to time be designated by the Council of the Corporation;
  - c. "gas" means natural gas, manufactured gas, synthetic natural gas, liquefied petroleum gas or propane-air gas, or a mixture of any of them, but does not include a liquefied petroleum gas that is distributed by means other than a pipeline;

- d. "gas system" means such mains, plants, pipes, conduits, services, valves, regulators, curb boxes, stations, drips or such other equipment as the Gas Company may require or deem desirable for the distribution, storage and transmission of gas in or through the Municipality;
- e. "highway" means all common and public highways and shall include any bridge, viaduct or structure forming part of a highway, and any public square, road allowance or walkway and shall include not only the travelled portion of such highway, but also ditches, driveways, sidewalks, and sodded areas forming part of the road allowance now or at any time during the term hereof under the jurisdiction of the Corporation;
- f. "Model Franchise Agreement" means the form of agreement which the Ontario Energy Board uses as a standard when considering applications under the Municipal Franchises Act. The Model Franchise Agreement may be changed from time to time by the Ontario Energy Board;
- g. "Municipality" means the territorial limits of the Corporation on the date when this Agreement takes effect, and any territory which may thereafter be brought within the jurisdiction of the Corporation;
- h. "Plan" means the plan described in Paragraph 5 of this Agreement required to be filed by the Gas Company with the Engineer/Road Superintendent prior to commencement of work on the gas system; and
- i. whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the Agreement so requires.

## **Part II - Rights Granted**

- 2. To provide gas service:

The consent of the Corporation is hereby given and granted to the Gas Company to distribute, store and transmit gas in and through the Municipality to the Corporation and to the inhabitants of the Municipality.

3. To Use Highways.

Subject to the terms and conditions of this Agreement the consent of the Corporation is hereby given and granted to the Gas Company to enter upon all highways now or at any time hereafter under the jurisdiction of the Corporation and to lay, construct, maintain, replace, remove, operate and repair a gas system for the distribution, storage and transmission of gas in and through the Municipality.

4. Duration of Agreement and Renewal Procedures.

- a. If the Corporation has not previously received gas distribution services, the rights hereby given and granted shall be for a term of 20 years from the date of final passing of the By-law.

or

- b. If the Corporation has previously received gas distribution services, the rights hereby given and granted shall be for a term of 20 years from the date of final passing of the By-law provided that, if during the 20-year term this Agreement, the Model Franchise Agreement is changed, then on the 7th anniversary and on the 14th anniversary of the date of the passing of the By-law, this Agreement shall be deemed to be amended to incorporate any changes in the Model Franchise Agreement in effect on such anniversary dates. Such deemed amendments shall not apply to alter the 20-year term.
- c. At any time within two years prior to the expiration of this Agreement, either party may give notice to the other that it desires to enter into negotiations for a renewed franchise upon such terms and conditions as may be agreed upon. Until such renewal has been settled, the terms and conditions of this Agreement shall continue, notwithstanding the expiration of this Agreement. This shall not preclude either party from applying to the Ontario Energy Board for a renewal of the Agreement pursuant to section 10 of the Municipal Franchises Act.

### Part III - Conditions

#### 5. Approval of Construction

- a. The Gas Company shall not undertake any excavation, opening or work which will disturb or interfere with the surface of the travelled portion of any highway unless a permit therefor has first been obtained from the Engineer/Road Superintendent and all work done by the Gas Company shall be to his satisfaction.
- b. Prior to the commencement of work on the gas system, or any extensions or changes to it (except service laterals which do not interfere with municipal works in the highway), the Gas Company shall file with the Engineer/Road Superintendent a Plan, satisfactory to the Engineer/Road Superintendent, drawn to scale and of sufficient detail considering the complexity of the specific locations involved, showing the highways in which it proposes to lay its gas system and the particular parts thereof it proposes to occupy.
- c. The Plan filed by the Gas Company shall include geodetic information for a particular location:
  - i. where circumstances are complex, in order to facilitate known projects, including projects which are reasonably anticipated by the Engineer/Road Superintendent, or
  - ii. when requested, where the Corporation has geodetic information for its own services and all others at the same location.
- d. The Engineer/Road Superintendent may require sections of the gas system to be laid at greater depth than required by the latest CSA standard for gas pipeline systems to facilitate known projects or to correct known highway deficiencies.
- e. Prior to the commencement of work on the gas system, the Engineer/Road Superintendent must approve the location of the work as shown on the Plan filed by the Gas Company, the timing of the work and any terms and conditions relating to the installation of the work.
- f. In addition to the requirements of this Agreement, if the Gas Company proposes to affix any part of the gas system to a bridge, viaduct or other structure, if the Engineer/Road Superintendent approves this proposal, he may require the Gas Company to comply with special

conditions or to enter into a separate agreement as a condition of the approval of this part of the construction of the gas system.

- g. Where the gas system may affect a municipal drain, the Gas Company shall also file a copy of the Plan with the Corporation's Drainage Superintendent for purposes of the Drainage Act, or such other person designated by the Corporation as responsible for the drain.
- h. The Gas Company shall not deviate from the approved location for any part of the gas system unless the prior approval of the Engineer/Road Superintendent to do so is received.
- i. The Engineer/Road Superintendent's approval, where required throughout this Paragraph, shall not be unreasonably withheld.
- j. The approval of the Engineer/Road Superintendent is not a representation or warranty as to the state of repair of the highway or the suitability of the highway for the gas system.

#### 6. As Built Drawings

The Gas Company shall, within six months of completing the installation of any part of the gas system, provide two copies of "as built" drawings to the Engineer/Road Superintendent. These drawings must be sufficient to accurately establish the location, depth (measurement between the top of the gas system and the ground surface at the time of installation) and distance of the gas system. The "as built" drawings shall be of the same quality as the Plan and, if the approved pre-construction plan included elevations that were geodetically referenced, the "as built" drawings shall similarly include elevations that are geodetically referenced. Upon the request of the Engineer/Road Superintendent, the Gas Company shall provide one copy of the drawings in an electronic format and one copy as a hard copy drawing.

#### 7. Emergencies

In the event of an emergency involving the gas system, the Gas Company shall proceed with the work required to deal with the emergency, and in any instance where prior approval of the Engineer/Road Superintendent is normally required for the work, the Gas Company shall use its best efforts to immediately notify the Engineer/Road Superintendent of the location and nature of the emergency and the work being done and, if it deems appropriate, notify the police force, fire or other emergency services having jurisdiction. The Gas Company shall provide the Engineer/Road Superintendent with at least one 24 hour emergency contact for the Gas Company and shall ensure the contacts are current.

8. Restoration

The Gas Company shall well and sufficiently restore, to the reasonable satisfaction of the Engineer/Road Superintendent, all highways, municipal works or improvements which it may excavate or interfere with in the course of laying, constructing, repairing or removing its gas system, and shall make good any settling or subsidence thereafter caused by such excavation or interference. If the Gas Company fails at any time to do any work required by this Paragraph within a reasonable period of time, the Corporation may do or cause such work to be done and the Gas Company shall, on demand, pay the Corporation's reasonably incurred costs, as certified by the Engineer/Road Superintendent.

9. Indemnification

The Gas Company shall, at all times, indemnify and save harmless the Corporation from and against all claims, including costs related thereto, for all damages or injuries including death to any person or persons and for damage to any property, arising out of the Gas Company operating, constructing, and maintaining its gas system in the Municipality, or utilizing its gas system for the carriage of gas owned by others. Provided that the Gas Company shall not be required to indemnify or save harmless the Corporation from and against claims, including costs related thereto, which it may incur by reason of damages or injuries including death to any person or persons and for damage to any property, resulting from the negligence or wrongful act of the Corporation, its servants, agents or employees.

10. Insurance

- a. The Gas Company shall maintain Comprehensive General Liability Insurance in sufficient amount and description as shall protect the Gas Company and the Corporation from claims for which the Gas Company is obliged to indemnify the Corporation under Paragraph 9. The insurance policy shall identify the Corporation as an additional named insured, but only with respect to the operation of the named insured (the Gas Company). The insurance policy shall not lapse or be cancelled without sixty (60) days' prior written notice to the Corporation by the Gas Company.
- b. The issuance of an insurance policy as provided in this Paragraph shall not be construed as relieving the Gas Company of liability not covered by such insurance or in excess of the policy limits of such insurance.



- c. Upon request by the Corporation, the Gas Company shall confirm that premiums for such insurance have been paid and that such insurance is in full force and effect.

#### 11. Alternative Easement

The Corporation agrees, in the event of the proposed sale or closing of any highway or any part of a highway where there is a gas line in existence, to give the Gas Company reasonable notice of such proposed sale or closing and, if it is feasible, to provide the Gas Company with easements over that part of the highway proposed to be sold or closed sufficient to allow the Gas Company to preserve any part of the gas system in its then existing location. In the event that such easements cannot be provided, the Corporation and the Gas Company shall share the cost of relocating or altering the gas system to facilitate continuity of gas service, as provided for in Paragraph 12 of this Agreement.

#### 12. Pipeline Relocation

- a. If in the course of constructing, reconstructing, changing, altering or improving any highway or any municipal works, the Corporation deems that it is necessary to take up, remove or change the location of any part of the gas system, the Gas Company shall, upon notice to do so, remove and/or relocate within a reasonable period of time such part of the gas system to a location approved by the Engineer/Road Superintendent.
- b. Where any part of the gas system relocated in accordance with this Paragraph is located on a bridge, viaduct or structure, the Gas Company shall alter or relocate that part of the gas system at its sole expense.
- c. Where any part of the gas system relocated in accordance with this Paragraph is located other than on a bridge, viaduct or structure, the costs of relocation shall be shared between the Corporation and the Gas Company on the basis of the total relocation costs, excluding the value of any upgrading of the gas system, and deducting any contribution paid to the Gas Company by others in respect to such relocation; and for these purposes, the total relocation costs shall be the aggregate of the following:
  - i. the amount paid to Gas Company employees up to and including field supervisors for the hours worked on the project plus the current cost of fringe benefits for these employees,

- ii. the amount paid for rental equipment while in use on the project and an amount, charged at the unit rate, for Gas Company equipment while in use on the project,
  - iii. the amount paid by the Gas Company to contractors for work related to the project,
  - iv. the cost to the Gas Company for materials used in connection with the project, and
  - v. a reasonable amount for project engineering and project administrative costs which shall be 22.5% of the aggregate of the amounts determined in items (i), (ii), (iii) and (iv) above.
- d. The total relocation costs as calculated above shall be paid 35% by the Corporation and 65% by the Gas Company, except where the part of the gas system required to be moved is located in an unassumed road or in an unopened road allowance and the Corporation has not approved its location, in which case the Gas Company shall pay 100% of the relocation costs.

#### **Part IV - Procedural And Other Matters**

##### **13. Municipal By-laws of General Application**

The Agreement is subject to the provisions of all regulating statutes and all municipal by-laws of general application, except by-laws which have the effect of amending this Agreement.

##### **14. Giving Notice**

Notices may be delivered to, sent by facsimile or mailed by prepaid registered post to the Gas Company at its head office or to the authorized officers of the Corporation at its municipal offices, as the case may be.

##### **15. Disposition of Gas System**

- a. If the Gas Company decommissions part of its gas system affixed to a bridge, viaduct or structure, the Gas Company shall, at its sole expense, remove the part of its gas system affixed to the bridge, viaduct or structure.
- b. If the Gas Company decommissions any other part of its gas system, it shall have the right, but is not required, to remove that part of its gas system. It may exercise its right to remove the decommissioned parts of its gas system by giving notice of its intention to do so by filing a Plan

as required by Paragraph 5 of this Agreement for approval by the Engineer/Road Superintendent. If the Gas Company does not remove the part of the gas system it has decommissioned and the Corporation requires the removal of all or any part of the decommissioned gas system for the purpose of altering or improving a highway or in order to facilitate the construction of utility or other works in any highway, the Corporation may remove and dispose of so much of the decommissioned gas system as the Corporation may require for such purposes and neither party shall have recourse against the other for any loss, cost, expense or damage occasioned thereby. If the Gas Company has not removed the part of the gas system it has decommissioned and the Corporation requires the removal of all or any part of the decommissioned gas system for the purpose of altering or improving a highway or in order to facilitate the construction of utility or other works in a highway, the Gas Company may elect to relocate the decommissioned gas system and in that event Paragraph 12 applies to the cost of relocation.

16. Use of Decommissioned Gas System

- a. The Gas Company shall provide promptly to the Corporation, to the extent such information is known:
  - i. the names and addresses of all third parties who use decommissioned parts of the gas system for purposes other than the transmission or distribution of gas; and
  - ii. the location of all proposed and existing decommissioned parts of the gas system used for purposes other than the transmission or distribution of gas.
- b. The Gas Company may allow a third party to use a decommissioned part of the gas system for purposes other than the transmission or distribution of gas and may charge a fee for that third party use, provided
  - i. the third party has entered into a municipal access agreement with the Corporation; and
  - ii. the Gas Company does not charge a fee for the third party's right of access to the highways.
- c. Decommissioned parts of the gas system used for purposes other than the transmission or distribution of gas are not subject to the provisions of this Agreement. For decommissioned parts of the gas system used for purposes other than the transmission and distribution of gas, issues

such as relocation costs will be governed by the relevant municipal access agreement.

17. Franchise Handbook

The Parties acknowledge that operating decisions sometimes require a greater level of detail than that which is appropriately included in this Agreement. The Parties agree to look for guidance on such matters to the Franchise Handbook prepared by the Association of Municipalities of Ontario and the gas utility companies, as may be amended from time to time.

18. Agreement Binding Parties

This Agreement shall extend to, benefit and bind the parties thereto, their successors and assigns, respectively.

IN WITNESS WHEREOF the parties have executed this Agreement effective from the date written above.

THE CORPORATION OF THE TOWNSHIP OF NORTH  
GLENGARRY

By: \_\_\_\_\_

By: \_\_\_\_\_

Duly Authorized Officer

ENBRIDGE GAS DISTRIBUTION INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

DATED this            day of            , 20    .

THE CORPORATION OF THE  
TOWNSHIP OF NORTH  
GLENGARRY

- and -

ENBRIDGE GAS DISTRIBUTION INC.

FRANCHISE AGREEMENT

**ENBRIDGE GAS DISTRIBUTION INC.**  
500 Consumers Road  
North York, Ontario  
M2J 1P8

Attention: Regulatory Affairs Department

**SCHEDULE B**

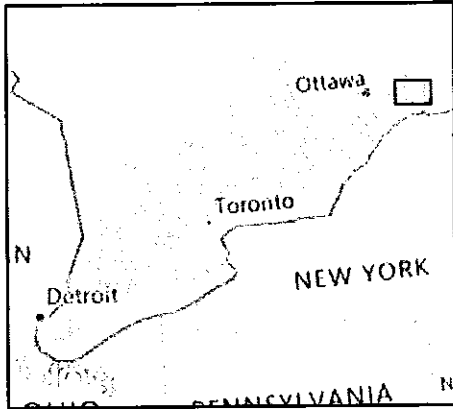
**EB-2018-0273**

**DATED: November 1, 2018**

**Map of the Township of North Glengarry**

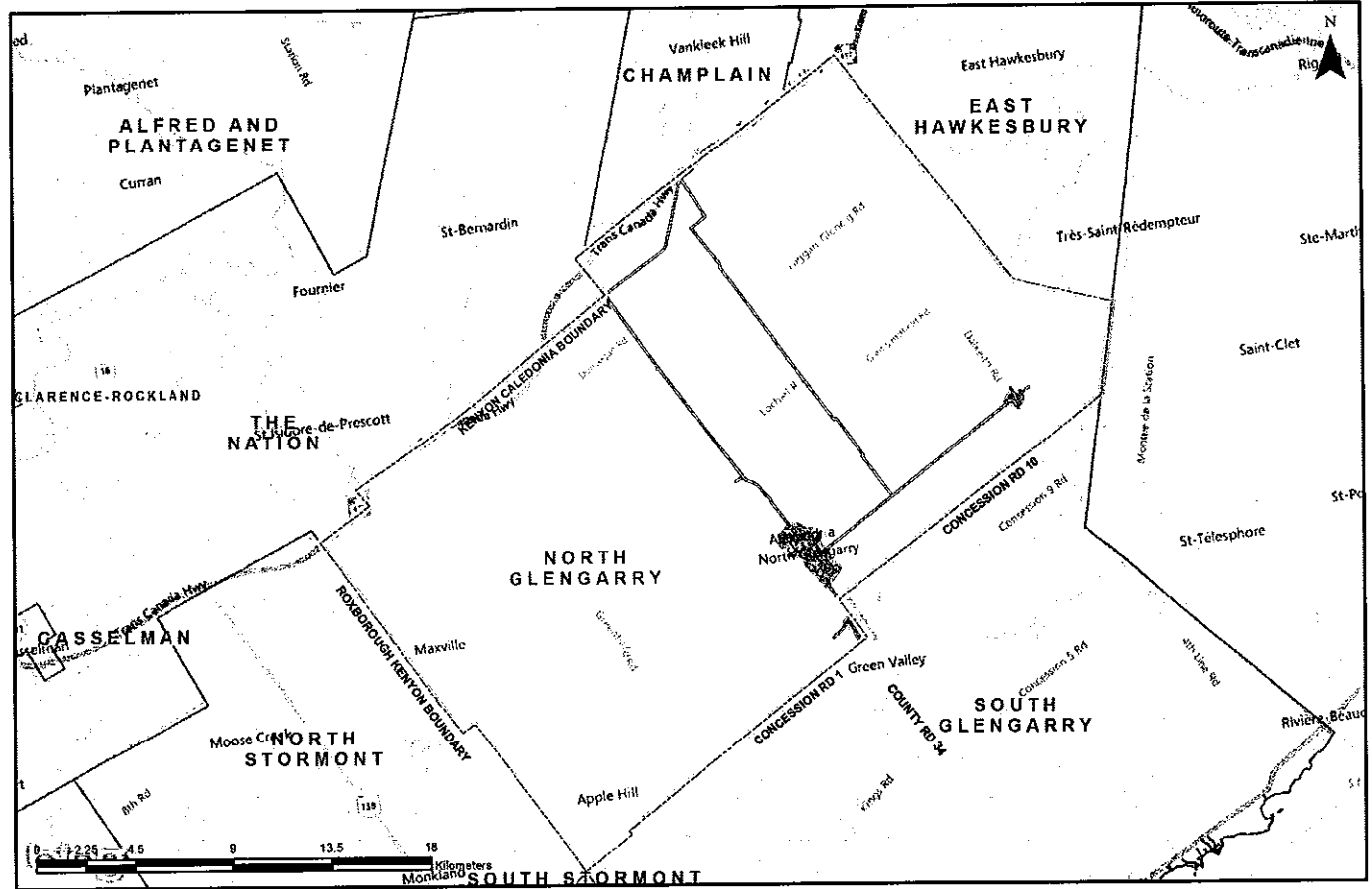


## Key Map



## Legend

- North Glengarry Boundary
- Enbridge Pipeline Coverage Area
- Enbridge Customer Density**
- Low Density
- Medium Density
- High Density



### Disclaimer:

The map is provided with no warranty express or implied and is subject to change at any time. Any person using the Density Map shall do so at its own risk and the Density Map is not intended in any way as a tool to locate underground infrastructure for the purposes of excavation.

# Township of North Glengarry



**Section 7**

**COMMUNITY SERVICES**

**DEPARTMENT**

**Anne Leduc**

**Section 8**

**TREASURY DEPARTMENT**

**KIMBERLEY CHAMPIGNY**

**CORPORATION OF  
THE  
TOWNSHIP OF NORTH GLENGARRY**

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

**DATE:** November 26, 2018

**MOVED BY:** \_\_\_\_\_

**SECONDED BY:** \_\_\_\_\_

THAT the Council of the Township of North Glengarry approves entering into an agreement with the Federation of Canadian Municipalities (FCM) for the Municipal Asset Management Program (MAMP) grant.

**Carried**

**Defeated**

**Deferred**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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**MAYOR / DEPUTY MAYOR**

**Deputy Mayor:** Jamie MacDonald

**Councillor:** Jacques Massie

**Councillor:** Brian Caddell

**Councillor:** Jeff Manley

**Councillor:** Michel Depratto

**Councillor:** Carma Williams

**Mayor:** Chris McDonell

**YEA**

**NEA**

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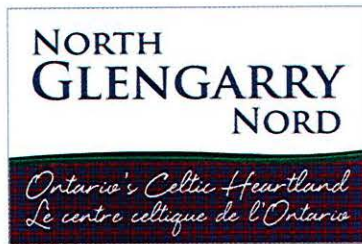
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**Section 8 Item a**





## STAFF REPORT TO COUNCIL

Report No: TR2018-23

November 6, 2018

From: Kim Champigny - Director of Finance/Treasurer

RE: Federation of Canadian Municipalities Grant Agreement

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### Recommended Motion:

THAT the Council of the Township of North Glengarry approves entering into an agreement with the Federation of Canadian Municipalities (FCM) for the Municipal Asset Management Program (MAMP) grant.

### Background / Analysis:

A working group was formed in 2017 consisting of the County and five lower tier municipalities to review asset management plans and implement a software solution for its assets. An excel based program is no longer feasible. The Township requires asset management software to successfully manage and optimize its asset portfolio. A consultant will be hired to determine the condition of the Township's many facilities including replacement costs, useful life, condition assessments and risks. Software purchase, implementation and training will then be required.

In March of 2018 council approved applying for the MAMP grant and committed \$60,000 from the budget towards the cost of this initiative.

On August 29<sup>th</sup>, 2018, the Township was notified that it was successful in obtaining the grant in the amount of \$47,600 resulting in the Township only having to commit to a maximum of \$12,400 for this initiative. To formalize the process, the agreement now needs to be signed.

### Alternatives:

N/A

### Financial Implications:

By successfully being approved for this grant, the Township reduces its commitment from \$60,000 to \$12,400 for this initiative.

**Attachments & Relevant Legislation**

None

**Others Consulted:**

CAO/Clerk



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Reviewed and approved by:

Sarah Huskinson, CAO/clerk



**CORPORATION OF  
THE  
TOWNSHIP OF NORTH GLENGARRY**

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

**DATE:** November 26, 2018

**MOVED BY:** \_\_\_\_\_

**SECONDED BY:** \_\_\_\_\_

**THAT** the Council of the Township of North Glengarry accepts and approves the application for Tile Drainage Loan for Lot N ½ 10 Concession 1 Lochiel Ward Roll # 011101600173000 for the amount of \$ 28,400.00.

**Carried**

**Defeated**

**Deferred**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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**MAYOR / DEPUTY MAYOR**

**Deputy Mayor:** Jamie MacDonald

**Councillor:** Jacques Massie

**Councillor:** Brian Caddell

**Councillor:** Jeff Manley

**Councillor:** Michel Depratto

**Councillor:** Carma Williams

**Mayor:** Chris McDonell

**YEA**

**NEA**

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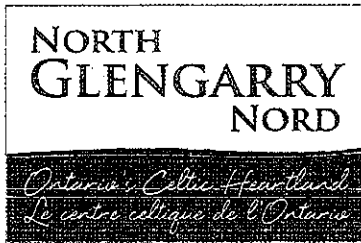
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**Section 8 Item b**



Report – TR-2018-24

## STAFF REPORT TO COUNCIL

Oct. 26, 2018

From: Kim Champigny – Director of Finance/Treasurer

RE: Application for Tile Drainage Loan

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### Recommended Motion:

**THAT** the Council of the Township of North Glengarry accepts and approves the application for Tile Drainage Loan for Lot N ½ 10 Concession 1 Lochiel Ward Roll # 011101600173000 for the amount of \$ 28,400.00

### Background / Analysis:

Provincial Government provides tile drainage loans through the Township's. Loans can be applied for up to the amount of \$50,000.00 per year up to 75 % of the cost of doing the project.

### Alternatives:

None

### Financial Implications:

To be collected by the Township as property taxes.

### Others consulted:

Sarah Huskinson, CAO/Clerk  
Ryan Morton – Director of Public Works

### Attachments:

Application and estimate

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Sarah Huskinson - CAO/Clerk

Corporation of the Township of  
North Glengarry  
P.O. Box 700 - 90 Main St. South  
Alexandria, ON K0C 1A0  
Tel: 613-525-1110 Fax: 613-525-1649

**TILE DRAIN LOAN  
APPLICATION**

To: The Council of the Township of North Glengarry

Owners Name(s): \_\_\_\_\_

Address: 21780 GLEN ROBERTSON RD, GLEN ROBERTSON ON

Telephone: \_\_\_\_\_

Description of land: Concession -1 N 1/2 Lot 10

Proposed Drainage system

Number of Acres to be drained 38 Number of meters of tile 15000

Estimated cost of Drainage System

Loan amount requested 28500  
(75% Total cost) 28400 MB

Material cost \$ 23000

Installation cost \$ 16000

Inspection fee \$ 15.00

TOTAL COST \$ 38000 38 x 75% MB

Date proposed for the commencement of work NOV 5, 2018

I agree to the following when making this application:

- 1) Council has final decision in granting or refusing
- 2) I will be advised in writing of Council decision.
- 3) A tile drain inspector appointed by Council will report to Council that the work has been installed satisfactorily before any funds are advanced by the Loan.
- 4) All work must be carried out in accordance with The Agricultural Tile Drainage Installation Act.
- 5) Council shall levy and collect for the term of ten years once per year or your final tax billing.
- 6) Requests for early loan pay outs must be requested.
- 7) I have not applied or received loans this calendar year and my balance owing on other outstanding loans is \$ 14230.68.

22 Oct/18  
Date

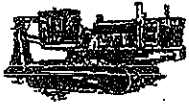
\_\_\_\_\_  
Owner Signature

22 Oct/18  
Date

\_\_\_\_\_  
Owner Signature

# Lin Scott Drainage Ltd.

P.O. Box 297, R. R. # 4,  
Alexandria, Ontario K0C 1A0  
Telephone: 613-525-1940



## ESTIMATE

DATE: Oct 24/18

CUSTOMER'S NAME / NOM DU CLIENT		TOWNSHIP/MUNICIPALITÉ	
ADDRESS / ADRESSE		LOT NO.	PARC.
21780 City Rd 10		10	1
TILE:		AMOUNT MONTANT	
DESCRIPTIONS			
Estimate on 38' across @ 35' spacing			
48000' of 8" tile	.40	19200.00	
1200' of 6" tile	1.26	1512.00	
		20712.00	
FITTINGS: & misc		1500.00	
INSTALLATION:			
48000' of 8" tile	.28	13440.00	
1200' of 6" tile	1.00	1200.00	
EXTRA: Bank Ho & Rps		1000.00	
		37852.00	
		10% ST 3785.20	
		64277.20	
		64277.20	
ESTIMATION No. E-0074		H-1000000 H.S.T.	
PREPARED BY:		TOTAL	

**Section 9**

**PLANNING/BUILDING  
BY-LAW  
DEPARTMENT**

**Jacob Rhéaume**

**CORPORATION OF  
THE  
TOWNSHIP OF NORTH GLENGARRY**

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

**DATE:** November 26, 2018

**MOVED BY:** \_\_\_\_\_

**SECONDED BY:** \_\_\_\_\_

That the Council of the Township of North Glengarry adopt Zoning By-Law # Z-07-2018; and

That by-law Z-07-2018 be read a first, second and third time and enacted in Open Council this 26<sup>th</sup> day of November, 2018.

**Carried**

**Defeated**

**Deferred**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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**MAYOR / DEPUTY MAYOR**

**Deputy Mayor:** Jamie MacDonald

**Councillor:** Jacques Massie

**Councillor:** Brian Caddell

**Councillor:** Jeff Manley

**Councillor:** Michel Depratto

**Councillor:** Carma Williams

**Mayor:** Chris McDonell

**YEA**

**NEA**

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**Section 9 Item a**



## STAFF REPORT TO COUNCIL

Report No: BP-2018-17

November 26, 2018

From: Chantal Lapierre – Planning Department

RE: ZONING AMENDMENT Z-07-2018  
LOCATION – 20950 LOCHINVAR ROAD DALKEITH  
OWNER – WILKO FINGER

---

**Recommended Motion:** That the Council of the Township of North Glengarry adopt Zoning By-Law # Z-07-2018.

**Background / Analysis:** An application for a zoning amendment request was presented to the Planning Committee earlier this evening. It was recommended that the application be forwarded to the Council of The Township of North Glengarry for further consideration and approval. As per the planning resolution of November 26<sup>th</sup>, 2018, the application is being presented to Council this evening for adoption.

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

OR

Option #2 Council does not adopt the by-law

**Financial Implications:** No financial implications to the Township

**Attachments & Relevant Legislation:**

- By-Law Z-07-2018

**Others consulted:**



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Reviewed by  
Sarah Huskinson – CAO/Clerk

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

**BY-LAW NO. Z-07-2018**

**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 of Section 11.2 to the contrary, on the lands described as being Concession 8 East Part of Lot 27 (20950 Lochinvar Road) Dalkeith, Township of North Glengarry zoned General Agricultural Special Exception 171 (AG-171) and General Agricultural Special Exception 172 (AG-172) on Schedule "A" attached hereto, the following provisions shall apply:
  - i) AG-171 Special Exception: No agricultural uses shall be permitted on the severed portion.
  - ii) AG-172 Special Exception: No residential development shall be permitted on the retained portion and to recognize a reduction in the lot frontage from the required 200 meters to the proposed 126 meters.
2. That Schedule "B" of By-Law 39-2000 is hereby amended by changing to AG the zone Symbol of the lands indicated "Zone changed to AG-171 and AG-172" on the Schedule "A" hereto.
3. That Schedule "A" attached hereto is hereby made fully part of the By-Law.

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

**READ** a first, second, third time and enacted in Open Council, this 26<sup>th</sup> day of November, 2018.

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

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

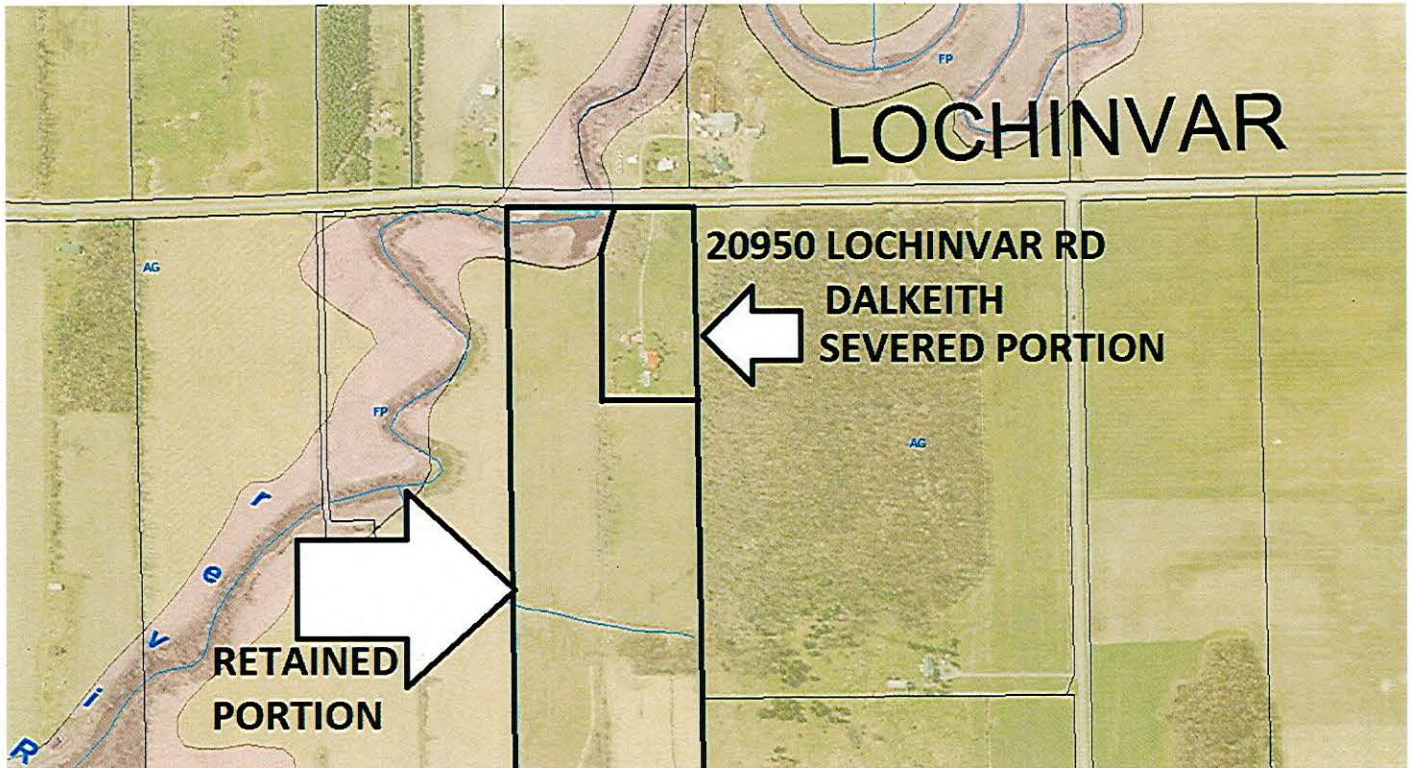
I, hereby certify that the forgoing is a true copy of By-Law No. Z-07-2018, duly adopted by the Council of the Township of North Glengarry, on the 26<sup>th</sup> day of November, 2018.

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

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

**SCHEDULE "A"**  
**TO BY-LAW NUMBER Z-07-2018**

**Legend**  
**Subject Property**  
**Zone Change to AG-171 and AG-172**



**Concession 8 East Part of Lot 27**  
**Township of North Glengarry**  
**United Counties of Stormont, Dundas & Glengarry**

**This is Schedule "A" to By-Law Z-07-2018**  
**Passed this 26<sup>th</sup> day of November, 2018**

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

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

**CORPORATION OF  
THE  
TOWNSHIP OF NORTH GLENGARRY**

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

**DATE:** November 26, 2018

**MOVED BY:** \_\_\_\_\_

**SECONDED BY:** \_\_\_\_\_

That the Council of the Township of North Glengarry adopt Zoning By-Law # Z-08-2018; and

That by-law Z-08-2018 be read a first, second and third time and enacted in Open Council this 26<sup>th</sup> day of November, 2018.

**Carried**

**Defeated**

**Deferred**

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**MAYOR / DEPUTY MAYOR**

**Deputy Mayor:** Jamie MacDonald

**Councillor:** Jacques Massie

**Councillor:** Brian Caddell

**Councillor:** Jeff Manley

**Councillor:** Michel Depratto

**Councillor:** Carma Williams

**Mayor:** Chris McDonell

**YEA**

**NEA**

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**Section 9 Item b**

## STAFF REPORT TO COUNCIL

Report No: BP-2018-18

November 26, 2018

**From:** Chantal Lapierre – Planning Department

**RE:** ZONING AMENDMENT Z-08-2018  
LOCATION – 64 LOCHIEL ST. E, ALEXANDRIA  
OWNER – LUC PRUD'HOMME

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**Recommended Motion:** That the Council of the Township of North Glengarry adopt Zoning By-Law # Z-08-2018.

**Background / Analysis:** An application for a zoning amendment request was presented to the Planning Committee earlier this evening. It was recommended that the application be forwarded to the Council of The Township of North Glengarry for further consideration and approval. As per the planning resolution of November 26<sup>th</sup>, 2018, the application is being presented to Council this evening for adoption.

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

OR

Option #2 Council does not adopt the by-law

**Financial Implications:** No financial implications to the Township

**Attachments & Relevant Legislation:**

- By-Law Z-08-2018

**Others consulted:**



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Reviewed by  
Sarah Huskinson – CAO/Clerk

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

**BY-LAW NO. Z-08-2018**

**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 of Section 6.1 to the contrary, on the lands described as being Plan 2 Part of Lots 11, 12 RP;14R3317 Parts 1, 4 (64 Lochiel St. East) Alexandria, Township of North Glengarry zoned General Commercial (CG) on Schedule "A" attached hereto, the following provisions shall apply:
  - i) General Commercial: To rezone the property from Institutional-1 to General Commercial to permit the use of a retail facility (family fun centre-virtual reality gaming station, video arcade, pool table and snack bar on the main level. The second level to remain a residential rental unit).
  - ii) General Commercial: To recognize the deficient parking space requirements from the required 17 parking spaces to the proposed 4 parking spaces.
2. That Schedule "C" of By-Law 39-2000 is hereby amended by changing to CG the zone Symbol of the lands indicated "Zone changed to CG" on the Schedule "A" hereto.
3. That Schedule "A" attached hereto is hereby made fully part of the By-Law.

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

**READ** a first, second, third time and enacted in Open Council, this 26<sup>th</sup> day of November, 2018.

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

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

I, hereby certify that the forgoing is a true copy of By-Law No. Z-08-2018, duly adopted by the Council of the Township of North Glengarry, on the 26<sup>th</sup> day of November, 2018.

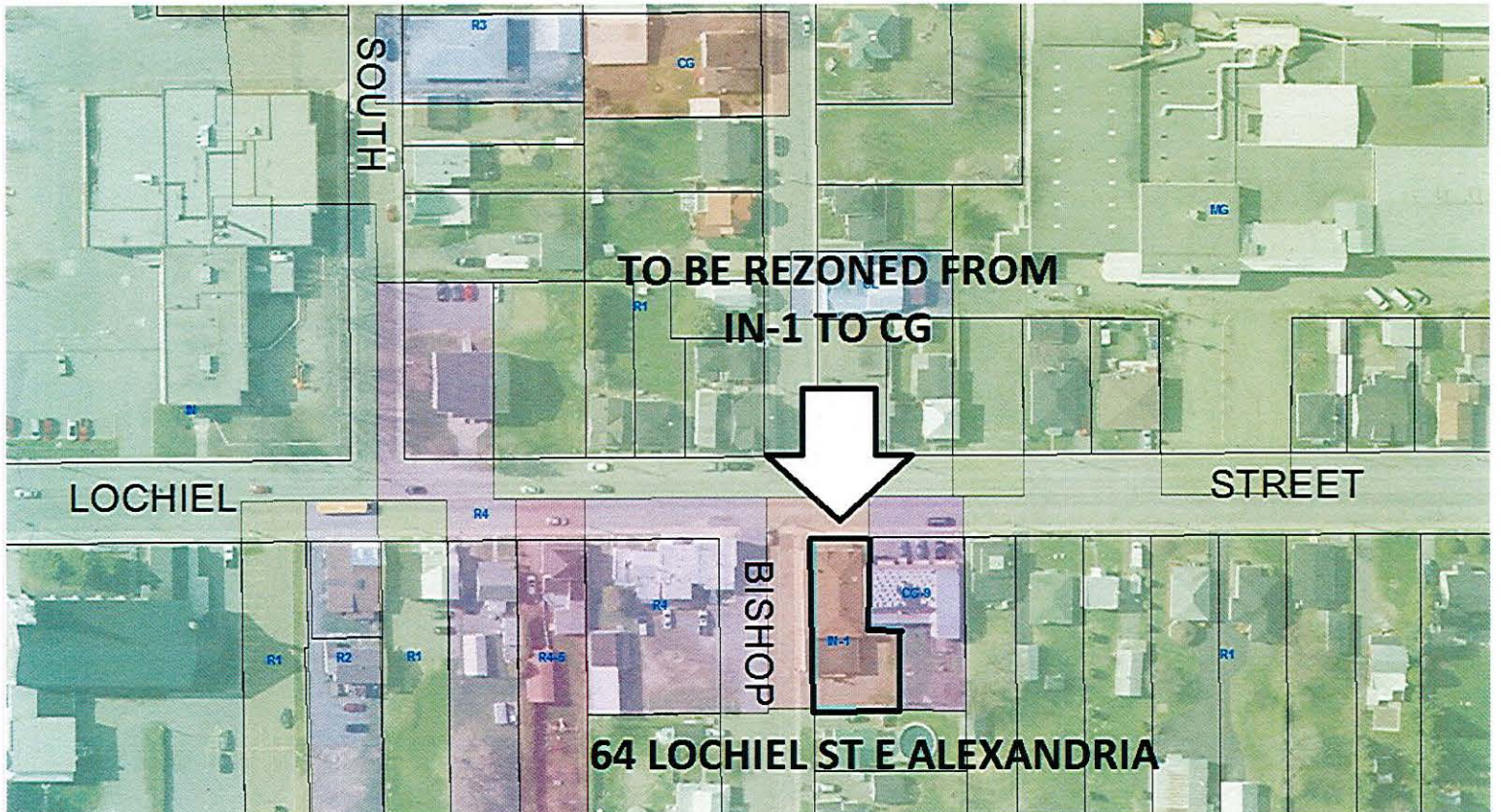
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Date Certified

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



**SCHEDULE "A"**  
**TO BY-LAW NUMBER Z-08-2018**

**Legend**  
**Subject Property**  
**Zone Change to CG**



**Plan 2 Part of Lots 11, 12**  
**RP14R3317 Parts 1,4**  
**Township of North Glengarry**  
**United Counties of Stormont, Dundas & Glengarry**

**This is Schedule "A" to By-Law Z-08-2018**  
**Passed this 26<sup>th</sup> day of November, 2018**

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

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

**CORPORATION OF  
THE  
TOWNSHIP OF NORTH GLENGARRY**

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

**DATE:** November 26, 2018

**MOVED BY:** \_\_\_\_\_

**SECONDED BY:** \_\_\_\_\_

That the Council of the Township of North Glengarry adopt Zoning By-Law # Z-09-2018; and

That by-law Z-09-2018 be read a first, second and third time and enacted in Open Council this 26<sup>th</sup> day of November, 2018.

**Carried**

**Defeated**

**Deferred**

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**MAYOR / DEPUTY MAYOR**

**YEA**

**NEA**

**Deputy Mayor:** Jamie MacDonald

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**Councillor:** Jacques Massie

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**Councillor:** Brian Caddell

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**Councillor:** Jeff Manley

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**Councillor:** Michel Depratto

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**Councillor:** Carma Williams

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**Mayor:** Chris McDonell

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**Section 9 Item c**

## STAFF REPORT TO COUNCIL

Report No: BP-2018-19

November 26, 2018

**From:** Chantal Lapierre – Planning Department

**RE:** ZONING AMENDMENT Z-09-2018  
LOCATION – 18535 DIVERSION ROAD, APPLE HILL  
OWNER – WILLY/SONJA JENSEN

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**Recommended Motion:** That the Council of the Township of North Glengarry adopt Zoning By-Law # Z-09-2018.

**Background / Analysis:** An application for a zoning amendment request was presented to the Planning Committee earlier this evening. It was recommended that the application be forwarded to the Council of The Township of North Glengarry for further consideration and approval. As per the planning resolution of November 26<sup>th</sup>, 2018, the application is being presented to Council this evening for adoption.

**Alternatives:** Option #1 That Council adopt the by-law as presented  
OR  
Option #2 Council does not adopt the by-law

**Financial Implications:** For the first year of 2018-2019 base rent in the amount of \$2,040 per year is to be paid by the Township of North Glengarry to the landlords, Willy and Sonja Jensen for the use of a portion of their land for the purpose of establishing a fire fighting training facility. The base rent shall adjust annually for all lease years at a rate of 2%.

**Attachments & Relevant Legislation:**

- By-Law Z-09-2018

**Others consulted:**



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Reviewed by  
Sarah Huskinson – CAO/Clerk

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

**BY-LAW NO. Z-09-2018**

**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 of Section 11.2 to the contrary, on the lands described as being Concession 3 Part of Lots 34, 35 (18535 Diversion Road) Apple Hill, Township of North Glengarry zoned General Agricultural-173 (AG-173) on Schedule "A" attached hereto, the following provisions shall apply:
  - i) AG-173 Special Exception: To permit the additional operation of a fire fighting training facility for the use, training and education of members and associates of the municipal fire department.
  - ii) AG-173 Special Exception: To permit the importation of 6 shipping containers onto the subject land for training purposes and to import a modular building for classroom/administration purposes.
2. That Schedule "A" of By-Law 39-2000 is hereby amended by changing to AG the zone Symbol of the lands indicated "Zone changed to AG-173" on the Schedule "A" hereto.
3. That Schedule "A" attached hereto is hereby made fully part of the By-Law.

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

**READ** a first, second, third time and enacted in Open Council, this 26<sup>th</sup> day of November, 2018.

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

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

I, hereby certify that the forgoing is a true copy of By-Law No. Z-09-2018, duly adopted by the Council of the Township of North Glengarry, on the 26<sup>th</sup> day of November, 2018.

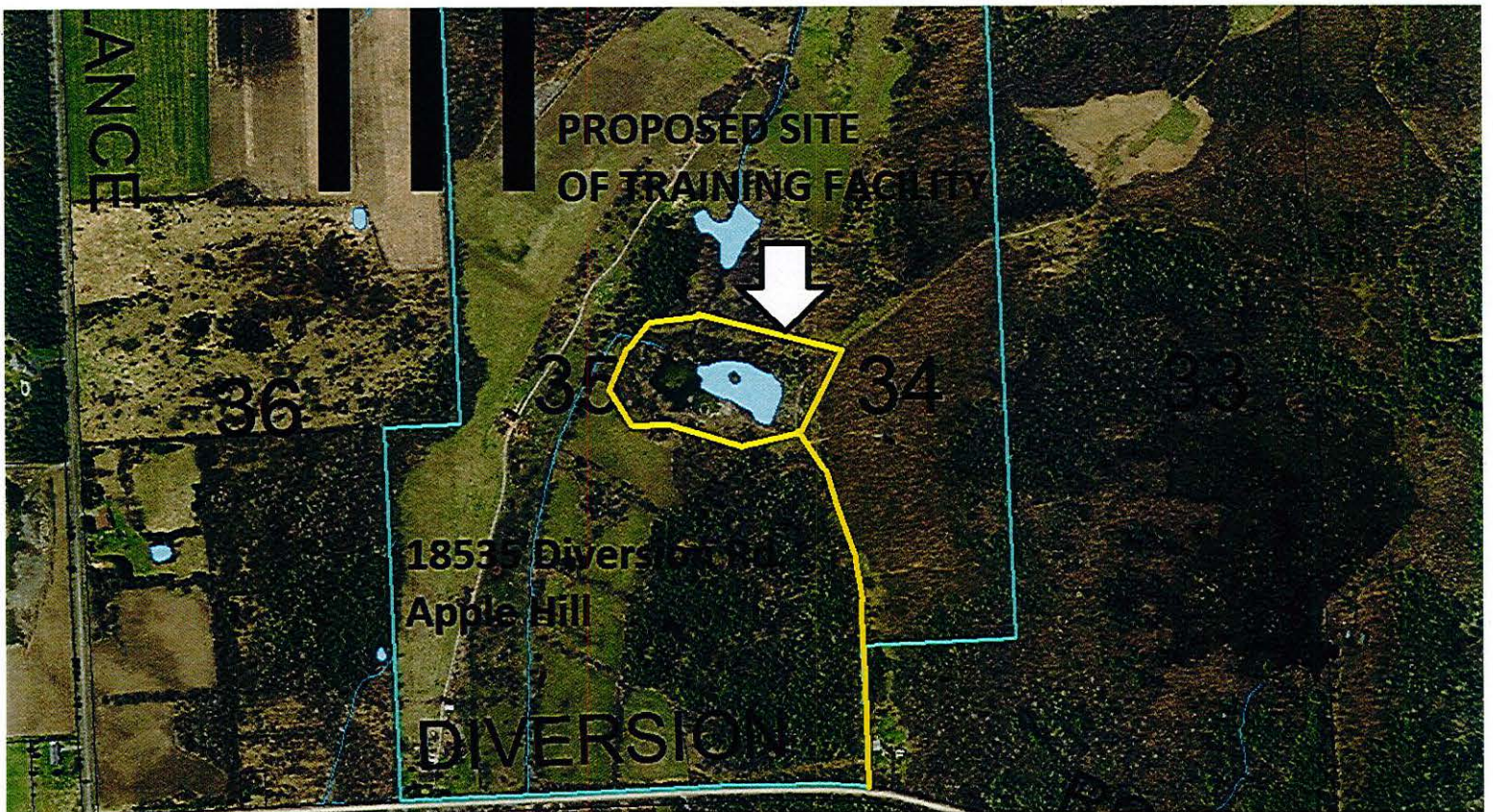
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Date Certified

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



**SCHEDULE "A"**  
**TO BY-LAW NUMBER Z-09-2018**

**Legend**  
**Subject Property**  
**Zone Change to AG-173**



**Concession 3 Part of Lots 34, 35**  
**Township of North Glengarry**  
**United Counties of Stormont, Dundas & Glengarry**

**This is Schedule "A" to By-Law Z-09-2018**  
**Passed this 26<sup>th</sup> day of November, 2018**

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

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



**Section 10**

**FIRE DEPARTMENT**

**Patrick Gauthier**



**CORPORATION OF  
THE  
TOWNSHIP OF NORTH GLENGARRY**

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

**DATE:** November 26, 2018

**MOVED BY:** \_\_\_\_\_

**SECONDED BY:** \_\_\_\_\_

THAT Council for the Township of North Glengarry receives Staff Report No. FD-2018-07;

AND THAT Council adopt by-law 59-2018, being a by-law to authorize the Mayor and Clerk to enter into a lease agreement with Sonja Jensen for the property known as 18535 Diversion Road, Apple Hill, Ontario;

AND THAT by-law 59-2018 be read a first, second and third time and enacted in open Council this 26<sup>th</sup> day of November, 2018.

**Carried**

**Defeated**

**Deferred**

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**MAYOR / DEPUTY MAYOR**

**Deputy Mayor:** Jamie MacDonald

**Councillor:** Jacques Massie

**Councillor:** Brian Caddell

**Councillor:** Jeff Manley

**Councillor:** Michel Depratto

**Councillor:** Carma Williams

**Mayor:** Chris McDonell

**YEA**

**NEA**

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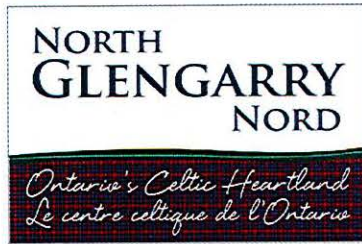
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**Section 10 Item a**



FD-2018-07

## STAFF REPORT TO COUNCIL

From: Fire Chief Pat Gauthier

RE: Training Facility Lease

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### **Recommended Motion:**

THAT Council for the Township of North Glengarry receives Staff Report No. FD-2018-07;

AND THAT Council adopt by-law 59-2018, being a by-law to authorize the Mayor and Clerk to enter into a lease agreement with Sonja Jensen for the property known as 18535 Diversion Road, Apple Hill, Ontario;

AND THAT by-law 59-2018 be read a first, second and third time and enacted in open Council this 26<sup>th</sup> day of November, 2018.

### **Background / Analysis:**

Council approved, in principle, the location of the training facility on Diversion Road and authorized staff to draft a lease agreement with the owner of the property. The lease agreement between the owner, Sonja Jensen, and the Township is attached for Council's review and approval. The term of the lease will be for 25 years and contains permitted uses of the land, including access to the premises 24 hours a day, 7 days a week for the use of both a training facility and a water source for firefighting purposes.

### **Alternatives:**

Option 1: THAT Council adopts the lease by-law

Option 2: Not recommended – THAT Council does not adopt the lease by-law.

**Financial Implications:**

The rental payments will be as follows:

(a) For the first year of 2018-2019 base rent in the amount of \$2,040 per annum, payable monthly in advance in equal instalments commencing on the first day of the Term. Base rent shall adjust annually for all lease years at a rate of 2%.

(b) If the premises are utilized, through the authorization and supervision of the tenant, by an outside organization or municipality, a \$50 fee will be paid to the Landlord by the Tenant.

The rental payments will be added to the 2019 budget.

**Attachments & Relevant Legislation:**

By-law and lease agreement.

**Others Consulted:**

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Sarah Huskinson  
Chief Administrative Officer/ Clerk

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

**BYLAW NO. 59-2018**

**BEING** a by-law to authorize the Mayor and Clerk to enter into a lease agreement with Sonja Jensen for the property known as 18535 Diversion Road, Apple Hill.

**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 Sonja Jensen for the lease of land at 18535 Diversion Road, 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 Will and Sonja Jensen (the Landlord) and the Corporation of the Township of North Glengarry (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 26 day of November, 2018

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

\_\_\_\_\_  
Mayor

I, hereby certify that the forgoing is a true copy of By-Law No. 59-2018, duly adopted by the Council of the Township of North Glengarry on the 26 day of November, 2018.

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

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

# LEASE

Made in duplicated the \_\_\_ day of \_\_\_\_\_, 2018

BETWEEN

**SONJA JENSEN**

**(the "Landlord")**

and

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

**(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 the property known municipally as 18535 Diversion Road, Apple Hill, Ontario, legally described as Con 3 Pt Lots 34, 35, Township of North Glengarry, hereinafter referred to as the "Premises".

## **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 and includes Additional Rent.
- (2) The Tenant covenants to pay to the Landlord, during the Term of this Lease, rent as follows:
  - (a) For the first year of 2018-2019 base Rent in the amount of \$2,040 per annum, payable monthly in advance in equal instalments commencing on the first day of the Term. Base rent shall adjust annually for all lease years at a rate of 2%.
  - (b) If the premises are utilized, through the authorization and supervision of the tenant, by an outside organization or municipality, a \$50 fee will be paid to the Landlord by the Tenant.
- (3) The Tenant further covenants to pay all other sums required by this Lease to be paid by him and agrees that all amounts payable by the Tenant to the Landlord or to any other party pursuant to the provisions of this Lease shall be deemed to be additional rent ("Additional Rent") whether or not specifically designated as such in this Lease.
- (4) 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) services supplied to the Premises, provided that this does not in any way oblige the Landlord to provide any services, unless otherwise agreed in this Lease;
    - (iii) maintenance;
    - (iv) insurance premiums;
    - (v) any tax or duty imposed upon, or collectable by the Landlord which is measured by or based in whole or in part directly upon the Rent including, without limitation, the goods and services tax, value added tax, business transfer tax, retail sales tax, federal sales tax, excise tax or duty or any tax similar to any of the foregoing;
  - (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;
    - (iv) costs incurred more than 24 months before the date the Tenant received the statement in which the cost was included;
  - (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;
  - (e) and if the Tenant fails to make any of the payments required by this Lease then the Landlord may make such payments and charge to the Tenant as Additional Rent the amounts paid by the Landlord, and if such charges are not paid by the Tenant on demand the Landlord shall be entitled to the same remedies and may take the same steps for recovery of the unpaid charges as in the event of Rent in arrears;
- (5) 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 15 or to such other place as the Landlord may from time to time direct in writing.
- (6) 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.

- (7) The Tenant acknowledges and agrees that the payments of Rent and Additional 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.
- (8) 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.
- (9) 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 25 years commencing on the November 1, 2018 (the "Commencement Date"), and ending on the November 1, 2043 (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.

### **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.

### **5. USE**

- (1) During the Term of this Lease the Premises shall not be used for any purpose other than as fire training facility 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 have access to the Premises twenty-four (24) hours a day, seven (7) days a week.
- (3) The Tenant shall be authorized to use the water source on the Premises, otherwise referred to as a pond, for firefighting purposes during an emergency. In the event the pond is depleted due to the use of the water during an emergency, the Tenant shall refill the pond at their own expense. The Tenant shall ensure the Landlord's cattle have access to the pond in the event of a drought. Notice will be given to the Tenant by the Landlord of the requirement for the use of the water in the pond.

- (4) 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.

## **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) 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.
- (3) The Tenant shall immediately give written notice to the Landlord of any substantial damage that occurs to the Premises from any cause.
- (4) 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 buildings, attaching equipment, and installing necessary furnishings, the Tenant may do so at its own expense.
- (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) The Tenant agrees, at its own expense and by whatever means may be necessary, immediately to obtain the release or discharge of any encumbrance that may be registered against the Landlord's property in connection with any additions or alterations to the Premises made by the Tenant or in connection with any other activity of the Tenant.
- (5) If the Tenant has complied with its obligations according to the provisions of this Lease, the Tenant may remove its additions and improvements 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 additions and improvements.

- (6) The Tenant shall make good any damage caused to the Premises by the installation or removal of any Trade Fixtures, equipment, partitions, furnishings and any other objects whatsoever brought onto the Premises by the Tenant.
- (7) The Tenant shall repair all damage caused by the installation or the removal or both, of any additions or improvements made by the Tenant to the Premises during the Term.

## **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.

but such insurance and any payment of the proceeds thereof to the Landlord shall not relieve the Tenant of its obligations to continue to pay rent during any period of rebuilding, replacement, repairing or restoration of the Premises except as provided in Section 9.

- (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. 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) 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;
- (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.

**10. ACKNOWLEDGEMENT BY TENANT**

- (1) The Tenant agrees that he will at any time or times during the Term, upon being given at least forty-eight (48) hours prior written notice, execute and deliver to the Landlord a statement in writing certifying:
- (a) that this Lease is unmodified and is in full force and effect (or if modified stating the modifications and confirming that the Lease is in full force and effect as modified);
  - (b) the amount of Rent being paid;
  - (c) the dates to which Rent has been paid;
  - (d) other charges payable under this Lease which have been paid;
  - (e) particulars of any prepayment of Rent or security deposits; and
  - (f) particulars of any subtenancies.

**11. SUBORDINATION AND POSTPONEMENT**

- (1) This Lease and all the rights of the Tenant under this Lease are subject and subordinate to any and all charges against the land, buildings or improvements of which the Premises form part, whether the charge is in the nature of a mortgage, trust deed, lien or any other form of charge arising from the financing or re-financing, including extensions or renewals, of the Landlord's interest in the property.
- (2) Upon the request of the Landlord the Tenant will execute any form required to subordinate this Lease and the Tenant's rights to any such charge, and will, if required, attorn to the holder of the charge.
- (3) No subordination by the Tenant shall have the effect of permitting the holder of any charge to disturb the occupation and possession of the Premises by the Tenant as long as the Tenant performs its obligations under this Lease

**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:

Sonja Jensen  
18535 Diversion Road, RR#2  
Apple Hill, Ontario  
K0C1B0

To the Tenant at:

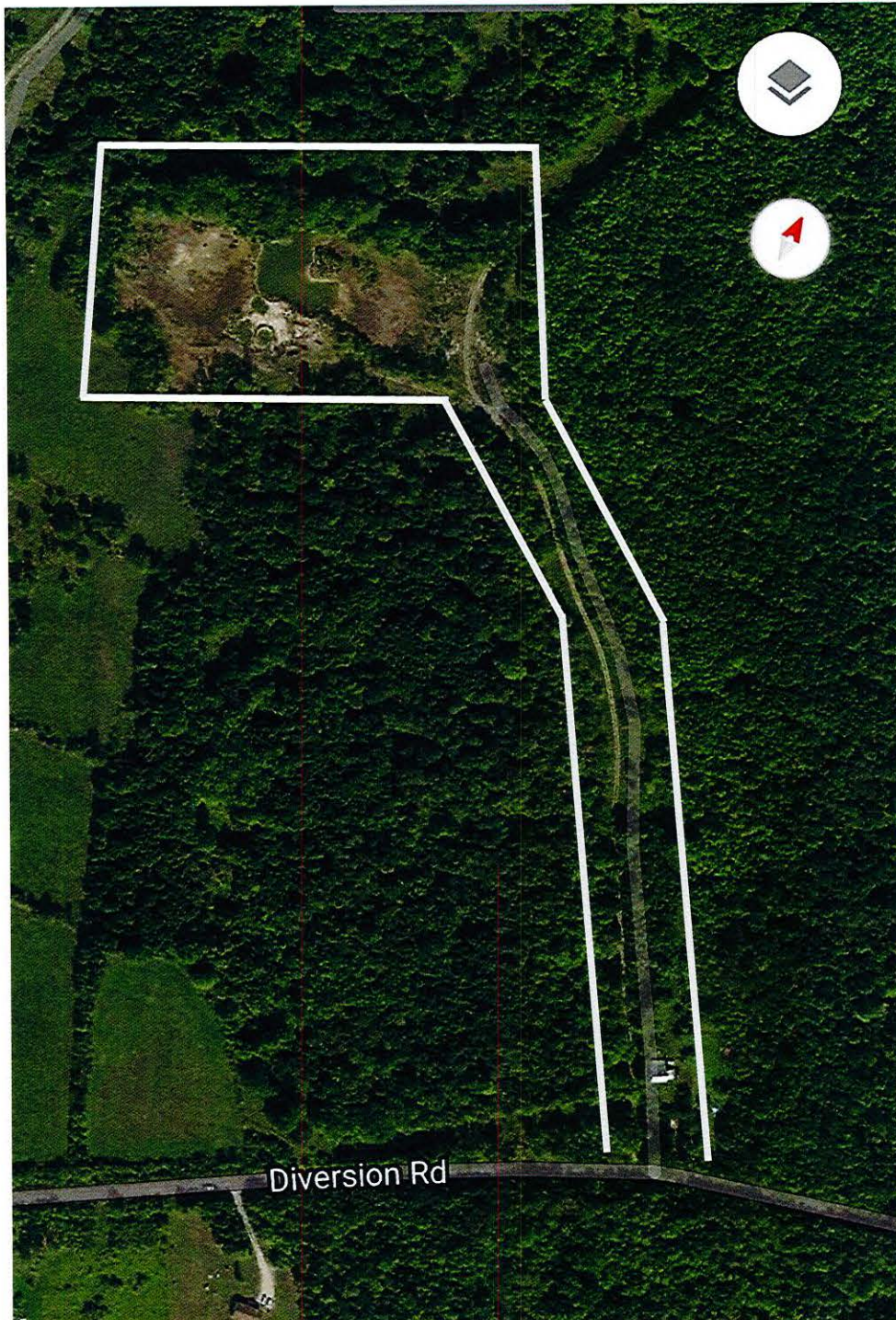
Ms. Sarah Huskinson  
Chief Administrative Officer  
The Corporation of the Township of North Glengarry  
90 Main Street South  
Alexandria, Ontario  
K0C 1A0

- (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.





**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:**

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Chris McDonell – Mayor

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Sarah Huskinson – CAO

We have authority to bind the Corporation

**Sonja Jensen.**  
**Per:**

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**(Witness)**

**CORPORATION OF  
THE  
TOWNSHIP OF NORTH GLENGARRY**

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

**DATE:** November 26, 2018

**MOVED BY:** \_\_\_\_\_

**SECONDED BY:** \_\_\_\_\_

THAT Council for the Township of North Glengarry receives Staff Report No. FD-2018-08 for information purposes only.

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

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

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

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**MAYOR / DEPUTY MAYOR**

	<b>YEA</b>	<b>NEA</b>
<b>Deputy Mayor:</b> Jamie MacDonald	_____	_____
<b>Councillor:</b> Jacques Massie	_____	_____
<b>Councillor:</b> Brian Caddell	_____	_____
<b>Councillor:</b> Jeff Manley	_____	_____
<b>Councillor:</b> Michel Depratto	_____	_____
<b>Councillor:</b> Carma Williams	_____	_____
<b>Mayor:</b> Chris McDonell	_____	_____

**Section 10 Item b**

## STAFF REPORT TO COUNCIL

Report No: FS-2018-08

November 26, 2018

From: Lindsay McIntosh-Mainville

RE: Emergency Management Compliance.

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### Recommended Motion:

That the Council of the Township of North Glengarry receives the Staff Report No. FS-2018-07 for information purposes only.

### Background / Analysis:

2018 Emergency Management overview

The Emergency Plan, HIRA and Critical Infrastructure were reviewed and updated. A new By-law was written in July.

This package includes all the minutes from the meeting held for emergency management in Feb, April, June and October. We had guests speakers at meetings: Patrick Gauthier Fire Chief, Randy Schulte O.P.P., Philippe Geoffrion OFMEM Field Officer and John Hoyles from 211.

It also includes a breakdown of the Tabletop Exercise which took place in Sept.

### Alternatives:

N/A

### Financial Implications:

N/A

### Attachments & Relevant Legislation:

### Others consulted:



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Reviewed by  
Sarah Huskinson – CAO/Clerk

# Annual Review for Emergency Management 2018

- The Emergency Plan: The Plan was reviewed on February 15<sup>th</sup> 2017 and again on June 14<sup>th</sup> 2018. It was updated and now includes the IMS structure. The notification procedure for the EOC was updated. It is now through the Who's Responding App.
- A new By-law was written for Emergency Management. By-Law 42-2018
  - Emergency Management Structure
  - Emergency Management Program
  - Declaration of an Emergency
- Training Conducted by the Municipality

NORTH  
GLENGARRY  
NORD

*Ontario's Celtic Heartland*  
*Le centre celtique de l'Ontario*

## Municipal Emergency Management Program Committee Meeting

Thursday February 15<sup>th</sup> 2018 at 10:00 a.m.

### Minutes

1. CALL TO ORDER BY Lindsay McIntosh- Mainville  
In attendance: Sylvie Major, Rick Elderbroom, Jamie MacDonald, Sarah Huskinson, Anne Leduc, Ryan Morton, Patrick Gauthier, Steven Potter, Lindsay McIntosh- Mainville.
2. SELECT A CHAIRPERON: Steven Potter
3. SELECT A SECRETARY: Lindsay McIntosh-Mainville
4. ACCEPT THE AGENDA (Additions/Deletions): Patrick Gauthier seconded by Jamie MacDonald.
5. AGENDA ITEMS
  - A. Emergency Information Officer (EIO)
    - i. New EIO: Discussion on who would be appropriate.

Tara Kirkpatrick was approached and the committee approved her as the new EIO.

- ii. Alternate: Discussion was had on the appropriate person. A person was asked and they declined. More discussion to be had.

**B. Public Awareness**

- i. Reviewed what North Glengarry did for 2017. The poster and presentation. Eric Hurtubise (Alternate CEMC) has taken this role on. Already in the paper a press release went out about Kitchen Fires. Fire Chief Gauthier recommended a banner be made for Emergency Management.  
COA: What is the protocol when it comes to reviewing public information and making it bilingual? Director of Community Services: Director of Community Services and the EIO will review the material for approval. (Add this item to the EIO role.)

**C. Review EOC Location**

- i. Main Location: Review of the location of the Main EOC and Alternate.
- ii. Alternate Location: in a different town. Excellent idea.
- iii. EIO location: Some discussion on moving the location of the main EOC. Lindsay has approached the Glengarry Archives and has had some discussion with the Upper Canada School Board with regards to using the archives as the EOC. The committee decided they prefer a Township owned building.  
Township owned buildings were discussed as to location and when the space would become available. For 2018 the EOC will remain at the same location and when renovations are being done in 2018 to the Township owned building it will include an EOC room.

**D. Review Emergency Plan**

- i. UCCG: MECG (Municipal Emergency Control Group): This change was made to the Emergency Plan.
- ii. Notification Procedures: Discussion on the most appropriate way to activate the EOC. The CEMC looked into WHO's responding which is an app the fire departments use already to inform their fire fighters of an emergency. The app would be \$600.00/ year and it would be set up that anyone on the app can notify everyone of an emergency. It is faster than calling or texting. It was discussed the benefits of having the app and the committee approved the purchase of the app. Fire Chief recommended speaking to the Deputy

Fire Chief Matthew Roy about the app because he set it up for the fire stations.

- iii. Emergency Site: Communication between IC and EOC: Cell phones would be used. The IC would call at given times to the appropriate department and the department head would report back to the EOC.
- iv. During an emergency: Specific duties in the MCEG: reviewed all duties for each job in the MCEG. COA recommended a pull out card with all responsibilities put into the EOC bin. He also recommends the Emergency Plan is given to all new employees.
- v. Review contact sheet: updated phone numbers and contact people.
- vi. Review appendix: Reviewed all sheets: Media sheets need updating. Will ask the EIO to have a look.

**E. Review Dates for Exercise and Training**

- Feb 15<sup>th</sup> General Meeting
- April 12<sup>th</sup> Guest Speaker: Fire Chief Patrick Gauthier, Review HIRA
- June 14<sup>th</sup> Guest Speaker, Review CI, review duties and responsibility of each department
- Sept 20<sup>th</sup> Exercise: Table Top
- Oct 18<sup>th</sup> Break down Exercise: Final review for compliance
- Dec 10<sup>th</sup> Year review to council meeting.



6. **NEW BUSINESS:** The Director of public works recommended a media training for all associated with emergency management and will report back at a future meeting.
7. **NEXT MEETING:** April 12<sup>th</sup> 10:00 a.m. Sandfield Centre.
8. **ADJOURNMENT:** Jamie MacDonald seconded by Ryan Morton

## **Municipal Emergency Control Group-Training and Meeting April 12<sup>th</sup> 2018**

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Training Session, 10:05 am – 11:05 am

Present: Lindsay McIntosh, Eric hurtubise, Chris McDonell, Roch Lajoie, Patrick Gauthier, Philippe Geoffrion, Tara Kirkpatrick, Lise Lavigne, Rick Elerbroom, Jamie MacDonald, Robbie Smeall, Anne Leduc, and Sarah Huskinson

Meeting brought to order by Chair person Sarah Huskinson.

- Who's Responding APP

Make sure everyone is using the APP. Test.

### **Philippe Geoffrion, OFMEM**

- From Emergency Management Ontario
- Three years ago Fire Marshall and Emergency Management offices amalgamated. Organizations are now being split in two again. EMO Emergency Management Ontario.
- New Chief is being recruited to EMO.
- Full complement of field officers - 10 across the province.
- April 6, Alert Ready program. [www.alertready.ca](http://www.alertready.ca)
- Geo-centred program. If there is a message going out it is based on the cell towers. Connected to the cell system. Environment Canada will use for tornadoes and weather warnings. Also through the CMCs offices. They are geo-centred. All 4G are also compatible.
- On the website there is a link to all of the current phones on the system.
- Two tests. May 7 and one in September.
- CMCs have notes on how to process. Provincial Emergency Operations Measures will send out the message within about 15 minutes of notification.
- Communicate with POC to the CMC to send a local alert.
- Emergency Management Review for the province of Ontario

- EOC members can't be referred to as alternates. They need to participate in the training and be identified and trained.
- Training is no longer 4 hours. Additional training. For example bring in the Ontario Farmers Association to ask what they do in emergencies.

Training Directives - send to Lindsay

Emergency Management Civil Protection Act is now under review

- First time since 2006 that the Act is being reviewed.
- Some recommendations: Follow Canadian Standard CSA Z1600
- Recognized command and control centre.... Changes in the works
- Business continuity planning
- Changes in the face of Ontario Emergency Management. Public review likely to start late 2018.

## **Guest Speaker: Patrick Gauthier, North Glengarry Fire Chief**

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### HIRA - Hazard Identification Risk Assessment

- An entire process leading to the identification of the event.
- Five pillars: Prevention, mitigation, preparedness, response, recovery.
- Purpose of HIRA: To identify and assess the risks posed by certain hazards / AND to identify which hazards to identify based on risk assessment.
- Hazard Identification for firefighters: Frequency / Risk
- HIRA allows firefighters to create Emergency Plans and exercises based on most likely and least likely risks. It's a proactive process.

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### Creating a HIRA

1. Hazard identification - What can and can't happen.
2. Risk Assessment - Impact
3. Risk Analysis - Analyze the risk, rank the hazard.
4. Monitor and Review - HIRA is an ongoing process.

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## Creating an incident action plan

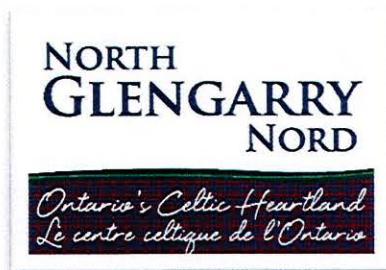
- Size up and evaluate the incident
- Choose a strategy
- Determine tactical objectives

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## HIRA Review

- A Few changes and additions recommended. Send all to Lindsay
- HIRA breakdown to be sent to Lindsay from Phil.

**Next Meeting June 14<sup>th</sup> 10:00 a.m. Gary Shepherd Room.**



## Municipal Emergency Management Program Committee Meeting

Thursday, June 14, 2018, at 10 a.m.

Sandfield Centre, Island Park (102 Derby Street West, Alexandria)

**PRESENT:** CEMC, Lindsay McIntosh-Mainville, Alternate CEMC, Eric Hurtubise, CAO, Sarah Huskinson, Alternate CAO, Lise Lavigne, Fire Chief, Patrick Gauthier, Alternate Public Works, Roch Lajoie, EIO, Tara Kirkpatrick, Alternate EIO, Anne Leduc, Treasurer, Kimberley Champigny, Alternate Treasurer, Rachel Kitchen

**GUESTS:** OPP Sergeant Randy Schulte

### 1. Call to Order

- The meeting was called to order at 10:09 am by Sarah Huskinson

### 2. Accept the Agenda (Additions/ Deletions).

**Resolution No. 1**

**Moved by: Lindsay McIntosh-Mainville Seconded by: Patrick Gauthier**

That the Agenda of the Municipal Emergency Management Program Committee Meeting of June 14, 2018, be accepted.

Carried.

### 3. Ratification of the Minutes of the last meeting

Resolution No. 2

Moved by: Lindsay McIntosh-Mainville Seconded by: Patrick Gauthier

That the minutes of the last meeting of the Municipal Emergency Management Program Committee Meeting be accepted as presented.

### 4. Agenda Items

**(a) Guest Speaker – OPP Sergeant Randy Schulte, East Region Emergency Response Team – Team Leader**

➤ [Randy.schulte@opp.ca](mailto:Randy.schulte@opp.ca) tel. 613-720-9532

➤ ERT Mandate:

Containment

Search & Rescue

Canine

Public Order

Evidence Search

Warrant Service

Court Security

Prisoner Escort

VIP/ Witness Protection

Any other duties approved by the Regional Commander

- Generally, police are the first response to all emergencies. The EMS Team gets called in afterwards. A lot of their incidents are over quickly. It's based on IMS.
- 20 to 30 min response by the EMS Team (local police and responders are typically there first).
- ERT has an unmanned aerial system (UAS). They have taken a leadership role in policing in Canada for use of UAS. Maintained in Perth. Used following major weather emergencies. Can monitor with a high-definition camera and be seen live. Can stay in the sky all day, rotating two units. Used last Spring to monitor the floods. Images and video can be provided. Have around 30 UAS machines. Good for grass fires, floods... software that can create 3D images of things.
- Trained marine members: SDG has two boats on the St. Lawrence River. Also maintain an ATV and Snowmobile support unit.
  
- Numerous Volunteer organizations available to assist the OPP: Ontario Search & Rescue Volunteer Organization (OSARVA); Civilian Air Search and Rescue Association (CASARA).



- Requests for ERT normally go through the local Detachment or the Provincial Communication Centre in Smith Falls.
- Containment is the first priority in any emergency. Shut down the highways behind you. Rope off the burning building - Contain and make sure the emergency doesn't spread or get worse.

**(b) By-Law Requirements**

- i. Emergency Management Coordinator (CEMC) and alternate 51-2017
- ii. Municipal Emergency Control Group (MECG)
- iii. Emergency Management Program Committee 50-2017
- iv. Chair Person for the Emergency Management Program Committee:
- v. Emergency Plan 66-2016
  - New By-Law to include all items. Lindsay has drafted this new By-Law, which is consolidated. This will be reviewed by Patrick Gauthier and then sent out to Sarah for review.

## 5. Critical Infrastructure Review

- This needs to be reviewed annually.

## 6. Implementing IMS into plan

- i. New forms. Page 11 of the Plan.
  - Two roles of finance. (1) : approve the purchase, (2): track all purchases from that incident.
- ii. New duties/structure
  - Listed in the Appendix on Page. 42
  - New forms to fill out regarding each incident.
  - We don't have a designated Scribe in the event of an emergency. Do we need one? Good idea to have a Scribe and a backup Scribe.
  - Scribe course is a 5-day course.
  - The Incident Commander drives the IMS plan.

## 7. New Business

- When during the training exercise, if there is a real incident the code to indicate this is "**No Duff**". This will indicate a real incident has happened.

## 8. Next Meeting

- The next meeting is scheduled for September 20, 2018, from 9 am to 12 pm. Location to be revealed on the day of the exercise. There will be a table-top exercise. Bring your duties for the EOC. We will be simulating an EOC, EIO and IC on scene, splitting off into rooms, where we will work on communication and duties.

## 9. Adjournment

The meeting was adjourned at 11:51 am.

Moved by: Sarah Huskinson.  
Carried.

## Training Exercise Sept. 20<sup>th</sup> 2018

### Phase 1: Statement of Intent

Due to the requirements under the Emergency Management and Civil Protection Act, 1990 which states, "Every municipality shall conduct training programs and exercises to ensure the readiness of employees of the municipality and other persons to act under the emergency plan." This exercise is being developed for the Township of North Glengarry's 2018 Compliance measures. The exercise will include all members of the Municipal Emergency Control Group (MECG) (as per the Emergency Plan) as well as community partners who may be involved in such a scenario.

This exercise will identify gaps in the new emergency plan and procedures of the EOC.

The purpose of the proposed exercise is to test and evaluate several emergency functions within the Township of North Glengarry as well as highlight areas which may need updating in the emergency plan or procedures.

The following has been determined as the needs to be assessed in this exercise:

a. Risks/ Hazards being tested:

**Special Event: Massed Casualty:** This is the hazard focused on this year due to the massed population gathered in one area of the Township. The Glengarry Highland Games occurs once a year.

b. Geographic area:

The primary geographic area for this exercise will be The Maxville Fair Grounds located at 35 Fair St. Maxville Ontario, Secondary geographic locations will be determined as the exercise unfolds due to evacuation procedures and locations.

c. Emergency Functions: Determine what function needs to be exercised.

x	Alert Notification	x	Individual / Family Assistance
x	Communications	x	Public Safety
x	Coordination	x	Public Works
x	Emergency Public Information	x	Resource Management
x	Damage Assessment	x	Warning
x	Health and Medical		Other:

d. Organization and Personnel: Determine who would be involved and who needs the training.  
Have policies or staff changed?

x	Police	x	Hospital
x	Fire Department	x	Paramedic Services



x	Business and Industry	x	Public Transportation
x	Public Works		Education
	Airport	x	Neighbouring Jurisdictions
x	Provincial Emergency Support	x	Volunteer Organizations
x	Public Health		Others:

- e. Exercise type: Determine which exercise to conduct. How much time can be allocated for development? Is a certain type required to obtain compliance?

	Seminar	x	Table Top
	Drill		Functional
	Game		Full Scale

Phase 2, Step 2: Define the Scope

### 1 Type of Emergency:

Risks/ Hazards being tested:

**Special Event: Massed Casualty:** This is the hazard focused on this year due to the large gathering of the Glengarry Highland Games. People from all over the world attend.

### 2 Geographic Location:

Geographic area:

The primary geographic area for this exercise will be The Maxville Fair Grounds located at 35 Fair St. Maxville Ontario, Secondary geographic locations will be determined as the exercise unfolds due to evacuation procedures and locations.

### 3 Functions:

- Communication: Between the EOC and IC
- Coordination: of the outside agencies, evacuation center, requests from the IC.
- Public Information: through the EIO: dealing with media on-site
- IMS : the new plan and structure

### 4 Personnel and Organizations for each Function:

Communication            Municipality,  
 Coordination            Municipality, Paramedic Services, Public Works, Hospital, O.P.P.  
 Public Information      Municipality,  
 IMS                        Municipality

### 5 Exercise Type:

- Orientation Seminar
- Drill

- Game
- Table-top Exercise
- Functional Exercise
- Full Scale Exercise
- 

Phase 2, Step 3: Write A Statement of Purpose

The purpose of the proposed table top exercise is to test and evaluate the emergency functions of the Township of North Glengarry concerning the compliance requirements under the Emergency Management and Civil Protection Act, 1990 which states, " Every municipality shall conduct training programs and exercises to ensure the readiness of employees of the municipality and other persons to act under the emergency plan." The exercise will include all members of the MECG (as per the Emergency Plan) as well as community partners who may be involved in a Special Event – Massed Casualty emergency scenario. This event will exercise the municipality and community partners, included but limited to, Glengarry Memorial Hospital, The North Glengarry Fire Service, The O.P.P. by testing the municipal emergency plan and engaging partners through their emergency response procedures. The exercise will focus on The Glengarry Highland Games located at 35 Fair St. Maxville Ontario on Saturday August 4<sup>th</sup> 2018.

Phase 2, Step 4: Define Objectives

<b>Exercise Objectives</b>	
<p><b>Objective #1:</b></p> <p>Setting up the EOC, and how long communication between the EOC and IC would take. How Communication is established.</p>	<p><b>Organizations:</b></p> <p>The Township of North Glengarry</p> <p>The IC</p>
<p><b>Objective #2:</b></p> <p>How long it will take for an evacuation of The Maxville Fair Grounds and Setting up an evacuation center.</p> <p>How long it would take for them to respond and what procedures does each organization have in place for such an event.</p>	<p><b>Organizations:</b></p> <p>The Township of North Glengarry</p> <p>The Glengarry Highland Games</p> <p>O.P.P</p> <p>Glengarry Memorial Hospital</p> <p>North Glengarry Fire Department</p>
<p><b>Objective #3:</b></p> <p>How the New Emergency Plan would work with the IMS structure. If the proper IMS forms are used and if each team understands their duties.</p>	<p><b>Organizations:</b></p> <p>The Township of North Glengarry</p>

## Phase 2, Step 5: Compose a Narrative

<b>Narrative Outline</b>
<p><b>Event:</b> A beautiful sunny afternoon at the Glengarry Highland Games on August 4<sup>th</sup> 2018 with attendance being approximately 18,000 people. The closing ceremonies on the infield have just begun at 6:00 p.m. 52 bands in attendance coming from as far as Scotland, Australia and the USA. The awards ceremony is complete and the massed bands have just begun. 2642 watch from the grandstands with the remaining audience surrounding the infield on the mounds and patios. Just as the bands turn and head towards the east mound there is an explosion in the Grandstands. Section B is on fire and is partially collapsed. The wind is blowing South East and the fire is starting in section A and heading towards the Admin Building.</p> <p>Under section B there are washrooms, a food vendor and the First Aid station. 1000 people sit in section B of the Grandstands.</p> <p>There is an ambulance with 2 paramedics stationed on scene just outside the front gate. There are 25 O.P.P. officers on scene and 10 auxiliary with more on the way. There are 13 Capital Security personnel on-site</p>
<p><b>How fast, strong, deep, dangerous:</b></p> <ul style="list-style-type: none"><li>• The fire is inside the grandstands- the structure is all wood.</li><li>• Unknown as to what caused the explosion-</li><li>• Panic: people running everywhere, trying to get to their cars- traffic jammed. Trying to find family members.</li><li>• People are trapped under fallen debris and some are unaccounted for.</li><li>• injuries and fatalities</li></ul>
<p><b>How you found out:</b> A member of the MECG group was on -site at the Glengarry Highland Games and activated the Who's responding app.</p>
<p><b>Response:</b> The MECG has been brought together to support Incident Command, help with outside communications, and evacuation centers.</p>
<p><b>Damage reported:</b> Section B of the grandstand is on fire with a partial collapse fire is heading east. Weird Smell coming from fire Estimated 60 injured Estimated 10 trapped Estimated 10 dead on-site.</p>

**Sequence of events:**

- Who's responding App. Calls all the MECCG group together
- MECCG convenes at the EOC
- EOC is prepared
- MECCG supports the IC

**Current time:**

30 minutes after the explosion.  
6:30 p.m. is when the EOC starts to assemble

**Advance warning?**

There will be no advanced warning.

**Location:**

The location of the emergency will be at The Glengarry Highland Games, the EOC, and other locations as advised as the exercise progresses.

**Relevant weather conditions:**

August 4<sup>th</sup> Sunny with cloudy periods. Humid and warm winds south east  
high chance of rain beginning at midnight

**Other factors that would influence emergency procedures:**

- Fire
- Casualty
- injuries
- Transportation – panic
- Media
- Staff availability- many at event
- Languages

**Predictions or expected outcomes:**

The expected outcome of this exercise is to better understand how the EOC can support site incident command, what the duties of each Section Chief are and the proper use of the IMS forms. Also to better understand what each agency will contribute at the EOC and how they all work together at a scene.

## After Action Report for Maxville Explosion

### Executive Summary

This exercise helped the Municipal Emergency Control Group (MECG) walk through steps to set up the EOC for a massed casualty and evacuation. It allowed our EIO to prepare media releases, evacuation order and the Deputy Mayor to declare a state of emergency. The EOC Manager established communication with the Incident Commander (IC) and gave duties to the section chiefs.

All present were satisfied with the exercise stating that they liked the Who's responding application to notify all MECG members quickly. The group liked having other agencies in the room to hear what they would bring to an incident and the IMS structure helped define clear rolls for the EOC. The major issue is the EOC. It was short on space for all agencies to spread out. One room is used by all firefighters to fill the SCBA bottles and a loud compressor kicks on once the air compressor needs to be filled.

The objectives were discussed and met.

Some discussion on recovery and what the community needs would be going forward.

<b>Event Overview</b>		
Event Name	<b>Maxville Explosion</b>	
Event Date	September 20 <sup>th</sup> 2018	
Duration	2.5 Hours	
Organization	Township of North Glengarry	
Type of Event	Table top	
Funding Source (If Applicable)	Township of North Glengarry	
Focus	Massed Casualty, Large evacuation and Large Loss Fire	
Scenario	Maxville Grand Stand explosion	
Location	Maxville, ON	
Participant	Organization	Contact
Chris McDonell	North Glengarry	<a href="mailto:chrismcdonell@northglengarry.ca">chrismcdonell@northglengarry.ca</a>
Jamie MacDonald	North Glengarry	<a href="mailto:jamiemacdonald@northglengarry.ca">jamiemacdonald@northglengarry.ca</a>
<a href="#">Sarah Huskinson</a>	North Glengarry	<a href="mailto:sarah@northglengarry.ca">sarah@northglengarry.ca</a>
<a href="#">Lise Lavigne</a>	North Glengarry	<a href="mailto:liselavigne@northglengarry.ca">liselavigne@northglengarry.ca</a>
<a href="#">Lindsay McIntosh-Mainville</a>	North Glengarry	<a href="mailto:fireadmin@northglengarry.ca">fireadmin@northglengarry.ca</a>
<a href="#">Roch Lajoie</a>	North Glengarry	<a href="mailto:rochlajoie@northglengarry.ca">rochlajoie@northglengarry.ca</a>
Rick Elderbroom	North Glengarry	<a href="mailto:rick@northglengarry.ca">rick@northglengarry.ca</a>
Sylvie Major	North Glengarry	<a href="mailto:billingclerk@northglengarry.ca">billingclerk@northglengarry.ca</a>
Pat Gauthier	North Glengarry	<a href="mailto:firechief@northglengarry.ca">firechief@northglengarry.ca</a>
Eric Hurtubise	North Glengarry	<a href="mailto:fireprevention@northglengarry.ca">fireprevention@northglengarry.ca</a>
Anne Leduc	North Glengarry	<a href="mailto:anne@northglengarry.ca">anne@northglengarry.ca</a>
Chloe Crack	North Glengarry	<a href="mailto:chloe@northglengarry.ca">chloe@northglengarry.ca</a>
Tara Kirkpatrick	North Glengarry	<a href="mailto:tara@northglengarry.ca">tara@northglengarry.ca</a>
Dan Gauvin	North Stormont Fire Chief	<a href="mailto:firechief@northstormont.ca">firechief@northstormont.ca</a>
Dan Holmes	CEMC TWP of Champlain	<a href="mailto:cemctwp@gmail.com">cemctwp@gmail.com</a>

Louise Quenneville	HGMG EP Coordinator	lquenneville@hgmh.on.ca
Matt Eamer	O.P.P.	Matt.eamer@opp.ca
Allan Jensen	Canadian Red Cross	allan.jensen@redcross.ca
Philippe Geoffrion	OFMEM	Philippe.geoffrion@ontario.ca
Total # of Participants	<b>19</b>	
Event Evaluation	Lindsay McIntosh and Philippe Geoffrion	
<b>Event Goals and Objectives</b>		

The exercise "Maxville Explosion" had great participation from the group, there was plenty of communication and information was well received from all parties.

In the exercise, there were 3 main objectives which were:

1. Setting up the EOC, and setting up communication between the EOC and IC.
2. Understanding which agencies need to be involved in the event of a full evacuation of Maxville Fair Grounds, and Town. How long it would take to set up centers and get support from the Red Cross.
3. How the New Emergency Plan would work with the IMS structure. Using proper IMS forms and understanding rolls.

For objective 1: Setting up the EOC and communication between the EOC and the IC. The EOC was open and fully operational in 15 minutes. Communication between the EOC and IC was through a radio in the EOC. Discovery: not many people knew how to use the radio. Training will need to be done for the CAO, and alternate. A trained firefighter who is part of the EOC was able to use the radio and establish communication.

Objective 2: Understanding which agencies where needed was discussed throughout the day with most parties required being present. The groups not in attendance and needed for further discussion would have included representation from Casselman and St. Isidore emergency group, Paramedic Services, and Bus companies. The evacuation process of the fair -grounds was quick having everyone evacuate to the north west side of town (Marlborough St. and Campbell Cres.) where the first buses could pick up and move quickly to the ESSO station in Dunvegan. Once a large amount of buses where present they moved everyone to the evacuation centers in Casselman and St. Isidore. The Red Cross deployed units to all locations.

Objective 3: was to see how the new emergency plan with IMS would play out in the EOC. Everyone felt the rolls were well established and clear. The IMS forms used were 201, 1001, and 214. One major roll that needs to be filled is a note taker.



## Event Synopsis

Overall, the exercise was well received and the majority of people felt they took something away from the day. Each agency provided some background as to how a massed casualty and evacuation would affect their agency.

(used real time not event time)

9:17 a.m. The message went out on the Who's responding App.

9:31 the last member of the MECG checked in at the hall.

9:42 a.m. EOC was debriefed and a IMS 201 report was made.

9:48 a.m. communication with the IC- wind NW, smell of propane

9:55 a.m. IC gave evacuation order to the North West: Propane leak must be ½ mile

9:59 a.m. EOC needs to contact hospital, paramedics, social services, red cross, rail, Ottawa hazmat, Ottawa Technical Rescue, Bus lines, Esso Dunvegan, Casselman and St. Isidore and Vankleek Hill's emergency group and arenas.

10:01 O.P.P. representative arrives at EOC

10:04 a.m. Deputy Mayor Declared state of Emergency

10:14 a.m. closed city rd 20 north of Maxville. Used for emergency vehicles and buses all traffic leaving site is sent south out of town.

10:20 a.m. Military on-site is set up at evacuation are doing first aid.

10:20 a.m. EIO getting info on Social Media

10:25 a.m. logistics need to contact OC transpo, 417 bus lines, Roxborough bus lines. Also need to call the Rail authority and MacEwens.

10:28 a.m. establish and utilize Alert Ready

10:35 a.m. break given for section chiefs

During break Mayor met with Media at the Media Center

10:55 a.m. Logistics called for buses: OC transpo is sending 5 long buses will be arriving in 75 minutes. Other bus companies are sending 5 buses will arrive in 30 minutes

10:57 a.m. Logistics set up with Casselman, St. Isidore, and if needed Vankleek Hill ( 500 per site) an evacuation site at the arenas in those towns. Red Cross has been deployed to those areas with all required items. Will take 3-5 hours for Red Cross to be on-site.

11:00 a.m. Press release and Evacuation order prepared and sent out.

11:02 a.m. Communication: set up 1-800 number with call menus and messages. A "call out" was sent to the residents of Maxville to inform them of the evacuation.

11:04 a.m. Operations: hospital: in communication with EMS

O.P.P. connected EIO with O.P.P. to link social media. ERT has been called in with the cadaver dog, the province liaison is on scene. Fire set up triage in parking lot, evacuating people, updating EOC manager. Food and water required on scene for overnight workers.

11:20 a.m. Operations: Corner and Police investigator are dispatched. Fire, O.P.P, and military reserves are going door to door to evacuate residents of Maxville.

11:30 a.m. Press conference

11:31 a.m. EOC Manager : Evacuate all of Maxville and only car leaving not entering.

11:31 a.m. OFMEM: Activate the EOC in host communities

11:37 a.m. Operations: O.P.P. start collection and Identification.

11:45 a.m. Logistics: Ordered food for the EOC and overnight workers

12:00 p.m. Press release

Discussion after a week: Grief counseling required, Public Information Sessions. All accounts and bills being handled. Red Cross set up funding.

### **Objectives- Based Evaluation**

The need to set up communication with 211 to help with the flood of calls. Get the numbers for the surrounding Emergency Groups. The major issue is with the EOC location, it is small and limited to two rooms.

All Objectives were met. The exercise allowed us to enhanced awareness and educated the people at the EOC. It was the first time the EOC was set up and IMS was used.

### **Conclusion**

Each section including planning, logistics, and operations all had duties and where given tasks. Major evacuation of Maxville and the Glengarry Highland Games. Each section completed the task and all gathered back with information. The EIO created press releases, the Deputy Mayor declared a state of emergency.

Things that need to be done to improve the EOC: training on the radio system at the EOC, add a few employees to the Who's responding app, create a key box in the CAO's office.

**NORTH  
GLENGARRY  
NORD**

*Ontario's Celtic Heartland  
Le centre celtique de l'Ontario*

## **Municipal Emergency Management Program Committee Meeting**

Wednesday, October 18, 2018 at 10:00 a.m.  
Sandfield Centre (102 Derby Street, West, Alexandria)

### **Minutes**

**PRESENT:** Sarah Huskinson, CAO/Clerk, Lindsay McIntosh, CEMC, Anne Leduc, Director of Community Services, Roch Lajoie, Transportation & Logistics, Kim Champigny, Director of Finance, Pat Gauthier, Fire Chief, Zoe Bougie, PW Admin/ Scribe, Tara Kirkpatrick, EIO

**GUEST:** John Hoyles, 2.1.1.

**(1) Call the Meeting to Order**

- The CAO called the meeting to order at 10 am.

**(2) Presentation**

**(a) John Hoyles, presentation on 211**

- "Make the Connection. Call 2-1-1
- Enables you to connect to Community Services



- Origins as “Community Information Centre of Ottawa”. Started by United Way US, then Canada.
- Renaming it “Community Navigation” because it is for more than Ottawa. Serves Eastern Ontario.
- Access to Ontario Human Resources contacts.
- The data: 6,390 records of resources available to Ontario residents. The database must be accurate. They are accredited through the “Alliance of Information Referral Services”.
- Answer 80% of calls within 60 seconds.
- 85% of records must be updated every 12 months.
- How can they help in an emergency: trained staff, integrated phone system, access to data.
- Pro-Active Calling: Visits to elderly and at-risk customers. Staff working to assess the property. Ask permission to give their contact info to 2-1-1 so that they will call back and ask about services that are needed. For example: lack of food, mobility issues, etc.
- Trained in various emergency scenarios. Human trafficking, crisis intervention, poverty, etc.
- Multilingual service available in 150 languages (connect live translators via three-way calling).
- Components: Operate from 7 am to 7 pm.; services include public inquiry, online directories, caller needs.
- Statistics: Can identify both the needs and questions asked by callers; but also identify the “unmet needs” of people who could not be helped due to lack of service, cost of service, location, etc. Can break it down to Stormont-Dundas-Glengarry. Hope to further break down statistics by municipality.
- 2-1-1- can formally or informally partner with a municipality during an emergency.
- During an emergency, either declared, or undeclared, 2-1-1 can assist. For example: If you have an emergency of any type, you can refer people to 2-1-1- for information purposes. We provide their staff with the information. It gets shared out within 30 minutes to all call centres.
- We would then refer people to 2-1-1- for more information.
- We would provide 2-1-1- with three names of people authorized to implement updates.
- Cost: There is no cost. The only situation where there would be cost, is for a long term emergency where the situation might go on for months.
- Already have agreements with Cornwall, Belleville, etc.
- Currently working with Prescott-Russell.
- Could arrange a mock-test with 2-1-1- where we are enacting an emergency situation and testing the results of the Call Centre.
- Non-for-profit charitable organization funded by the government.
- Type of calls: people who lack resources and don’t know how to access them. Examples of no-cost convalescent care for an isolated senior who needed a non-urgent knee surgery; woman caller at a payphone at a bus station from someone who recently arrived in Ottawa with toddler triplets. Recently moved to the city after escaping an abusive situation. Looking for help.
- Need new services to register with 2-1-1- so that they can refer people back.
- Biggest challenge is awareness and resources. Targeting big business to help pay for the cost of an advertising/awareness-raising campaign.

- Volunteer liability insurance policy is available – but, if you are deemed to supervise volunteers during an emergency, then they are seen as employees and you need to train them.
- Once we get the new council in, CAO advises a quick presentation to Council and sign on with the free service.

**(b) Exercise Feedback**

- Informal after-action report.
- Scenario was good in that it forced people to think about emergencies. Difficulty: It was a “kaboom” incident. Fire Chief thinks it would take much more time to set things up in a real case. Likely would take close to three hours to sit as a group, in a room and reach these decisions.
- Necessity for a scribe was made clear during the scenario. Since the exercise, Zoe was asked to be the note-taker. She will be sent for training on this.
- Radio Training: Show people how to use the machine in Station One and how to talk on it. New radio system is coming at the end of the month. Essentially, it’s a walkie-talkie system. Need to make sure that you’re on the right channel. Aim to do this training during late-winter.
- Satellite phone: would work anywhere if the communications went down. Look into the cost.

**(3) New Business**

- (a) we will now be in compliant for 2018
  - Need to repeat this same training next year to be 2019 compliant.
- (b) IMS 100 Training. It’s online and takes about 4 hours to do.
  - Encourage all members to take this training.
  - 2019 Goal: have all members complete this training.
  - Afterwards we would be able to do the IMS 200 Training, as a group.

**(4) Correspondence**

- No correspondence

**(5) Next Meeting, February 21, 2019**

**(6) Adjournment**

- The meeting was adjourned at 11:34 am by Sarah Huskinson

- Public Education:

- Partnered with the Red Cross and produced a brochure “Be ready”. It was handed out at the Apple Hill Breakfast on April 29<sup>th</sup> 2018.

Brochure included information on 3 simple steps to follow to be prepared for any disaster: Know the risks, make a plan, and get a kit.

- An article “Keep looking when cooking” was in the Glengarry News Jan 31<sup>st</sup> 2018. It was an article about unattended cooking fires. It remains the number one leading cause of residential fires.
- The week of May 7<sup>th</sup> info was posted on the North Glengarry Fire Department’s Facebook page. Emergency preparedness begins with you: Make a plan, flooding, stay informed, build a kit, power outage, and the test of the public alerts.
- Throughout the year we put information on the North Glengarry Facebook page: Candle safety, power outages, BBQ safety, Firework safety, extreme heat, fire safety in a cottage.
- The Fire fighters went Door to Door on Oct. 9<sup>th</sup> and Nov. 4<sup>th</sup> checking fire alarms and handing out a brochure about Farm Safety, burn permits and Halloween Safety.

**Section 11**

**PUBLIC WORKS**

**DEPARTMENT**

**Ryan Morton**



## **Section 12**

# **CORRESPONDENCE**

# **Section 13**

## **NEW BUSINESS**



**Section 14**

**NOTICE OF MOTION**

# **Section 15**

**QUESTION PERIOD**



**Section 16**

**CLOSED SESSION**

**BUSINESS**

## **Section 17**

**CONFIRMING BY-LAW**



**CORPORATION OF  
THE  
TOWNSHIP OF NORTH GLENGARRY**

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

**DATE:** November 26, 2018

**MOVED BY:** \_\_\_\_\_

**SECONDED BY:** \_\_\_\_\_

That the Council of the Township of North Glengarry receive By-law 60-2018; and

That Council adopt by-law 60-2018 being a by-law to adopt, confirm and ratify matters dealt with by Resolution and that By-law 60-2018 be read a first, second, third time and enacted in Open Council this 26 day of November, 2018.

**Carried**

**Defeated**

**Deferred**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**Deputy Mayor:** Jamie MacDonald

**Councillor:** Jacques Massie

**Councillor:** Brian Caddell

**Councillor:** Jeff Manley

**Councillor:** Michel Depratto

**Councillor:** Carma Williams

**Mayor:** Chris McDonell

**YEA**

**NEA**

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**Section 17 Item a**

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

**BY-LAW 60-2018  
FOR THE YEAR 2018**

**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 November 26, 2018 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 26 day of November, 2018.

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

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

I, hereby certify that the forgoing is a true copy of By-Law No. 60-2018, duly adopted by the Council of the Township of North Glengarry on the 26 day of November, 2018.

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

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

**Section 18**

**ADJOURN**

**CORPORATION OF  
THE  
TOWNSHIP OF NORTH GLENGARRY**

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

**DATE:** November 26, 2018

**MOVED BY:** \_\_\_\_\_

**SECONDED BY:** \_\_\_\_\_

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

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

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

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

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

**Deputy Mayor:** Jamie MacDonald

**Councillor:** Jacques Massie

**Councillor:** Brian Caddell

**Councillor:** Jeff Manley

**Councillor:** Michel Depratto

**Councillor:** Carma Williams

**Mayor:** Chris McDonell

**YEA**

**NEA**

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**Section 18**