

THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY

Regular Meeting of Council

Tuesday April 14, 2020 at 7:00 p.m.

The number is 855-436-3635 access code 1848762.

Draft Agenda

THE MEETING WILL OPEN WITH THE CANADIAN NATIONAL ANTHEM

1. **CALL TO ORDER**
2. **DECLARATIONS OF PECUNIARY INTEREST**
3. **ACCEPT THE AGENDA (Additions/Deletions)**
4. **ADOPTION OF PREVIOUS MINUTES**
 - a) Regular Meeting of Council – March 23, 2020
5. **DELEGATION(S)**
6. **STAFF REPORTS**
 - CAO/Clerk's Department**
 - a) Postponement of By-Election
 - b) By-law 17-2020 - Lease of land to IHA Canada

Community Services Department

- c) Review of Ice and Hall Rental Agreements
- d) Swimming lessons at Mill Pond
- e) Awarding of Contract for the Development & Marketing Strategic
- f) Grants to organizations through the Community Grants & Municipal Budget
- g) CIP Extension request for the Glengarry Pioneer Museum's Greenfield project

Planning/Building & By-law Enforcement Department

- h) Z-01-2020 – Zoning Amendment
- i) By-law 16-2020 - Delegation of Authority By-law

7. **UNFINISHED BUSINESS**

8. **CONSENT AGENDA**

9. **NEW BUSINESS**

10. **NOTICE OF MOTION**

Next Regular Public Meeting of Council
Monday April 27, 2020 at 7:00 p.m.
The number is 855-436-3635 access code 1848762.
Note: Meeting are subject to change or cancellation.

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

12. **CLOSED SESSION BUSINESS**

13. **CONFIRMING BY-LAW**

- a) By-law 18-2020

14. **ADJOURN**

Section 1

CALL TO ORDER

Section 2

DECLARATIONS OF

PECUNIARY

INTEREST

Section 3

ACCEPT THE AGENDA

**CORPORATION OF
THE
TOWNSHIP OF NORTH GLENGARRY**

RESOLUTION # _____

DATE: April 14, 2020

MOVED BY: _____

SECONDED BY: _____

THAT the Council of the Township of North Glengarry accepts the agenda of the Regular Meeting of Council on Tuesday April 14, 2020.

Carried

Defeated

Deferred

MAYOR / DEPUTY MAYOR

YEA

NEA

Deputy Mayor: Carma Williams

Councillor: Jacques Massie

Councillor: Brenda Noble

Councillor: Jeff Manley

Councillor: Johanne Wensink

Mayor: Jamie MacDonald

Section 3

Section 4

ADOPTION OF PREVIOUS MINUTES

**CORPORATION OF
THE
TOWNSHIP OF NORTH GLENGARRY**

RESOLUTION # _____

DATE: April 14, 2020

MOVED BY: _____

SECONDED BY: _____

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

Regular Meeting of Council – March 23, 2020

Carried

Defeated

Deferred

MAYOR / DEPUTY MAYOR

YEA

NEA

Deputy Mayor: Carma Williams

Councillor: Jacques Massie

Councillor: Brenda Noble

Councillor: Jeff Manley

Councillor: Johanne Wensink

Mayor: Jamie MacDonald

Section 4

THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY

REGULAR MEETING OF COUNCIL

Monday March 23, 2020 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 March 23, 2020 at 7:24 p.m., with Mayor Jamie MacDonald presiding.

PRESENT: Councillor (Lochiel Ward) – Brenda Noble (in person)

Deputy Mayor – Carma Williams (conference call)

Councillor at Large – Jacques Massie (conference call)

Councillor (Kenyon Ward) – Jeff Manley (conference call)

Councillor (Maxville Ward) – Johanne Wensink (conference call)

ALSO, PRESENT: CAO/Clerk - Sarah Huskinson (in person)

Director of Building Planning and By-law – Jacob Rhéaume (in person)

The meeting opened with a moment of silence for Councillor Michel Depratto

1. CALL TO ORDER

2. DECLARATIONS OF PECUNIARY INTEREST

3. ACCEPT THE AGENDA (Additions/Deletions)

Resolution No. 1

Moved by: Brenda Noble

Seconded by: Carma Williams

That the Council of the Township of North Glengarry accepts the agenda of the Regular Meeting of Council on Monday March 9, 2020 as amended.

Carried

Additions to the Agenda

6a)(1) By-law 15-2020 - Amendment to Procedural By-law

6b) COVID-19 update - verbal

4. ADOPTION OF PREVIOUS MINUTES

Resolution No. 2

Moved by: Brenda Noble

Seconded by: Jeff Manley

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

Special Meeting of Council – March 9, 2020

Regular Meeting of Council – March 9, 2020

Special Meeting of Council – March 15, 2020

Carried

5. DELEGATIONS

6. STAFF REPORTS

Clerk`s Department

a1) By-law 15-2020 - Amendment to Procedural By-law

Resolution No. 3

Moved by: Brenda Noble

Seconded by: Jacques Massie

THAT the Council of the Township of North Glengarry receives Staff Report No. AD-2020-04;

And THAT Council adopt by-law 15-2020, being a by-law to amend by-law No.03-2019;

AND THAT by-law 15-2020 be read a first, second and third time and enacted in Open Council this 23rd day of March 2020.

Carried

a) By-law 13-2020 – Council Vacancy

Resolution No. 4

Moved by: Brenda Noble

Seconded by: Johanne Wensink

THAT the Council of the Township of North Glengarry receives Staff Report No. AD-2020-03;

And THAT Council declare the office of the Ward 3 Councillor vacant;

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

And THAT the by-election be administered;

And THAT Voting Day be Thursday, June 25, 2020;

And THAT Council adopt by-law 13-2020, being a by-law to require a by-election to fill the vacancy for the office of Township Councillor representing Ward 3;

AND THAT by-law 13-2020 be read a first, second and third time and enacted in Open Council this 23rd day of March 2020.

Carried

b1) COVID-19 – Update Verbal

The Chief Administrative Office provided a verbal update to Council on the current situation with COVID-19. Discussion was had regarding deferral of interest and penalties on water and taxation payments, as well as changes to the garbage bag limits.

Planning/Bldg. & By-law Enforcement Department

b) By-law 12-2020 – Site Plan Agreement with Ron Théoret

Resolution No. 5

Moved by: Brenda Noble

Seconded by: Jeff Manley

THAT the Council of the Township of North Glengarry receives the Staff Report No. BP-2020-08; and

THAT Council of the Township of North Glengarry adopt the Site Plan Control Agreement By-law with Ronald Theoret and that By-law 12-2020 be read a first, second, third time and enacted in Open Council this 23rd day of March 2020.

Carried

7. UNFINISHED BUSINESS

8. CONSENT AGENDA

9. NEW BUSINESS

10. NOTICE OF MOTION – Next Meeting of Council, Tuesday April 14, 2020

11. QUESTION PERIOD

12. CLOSED SESSION BUSINESS

13. CONFIRMING BY-LAW

a) By-law 14-2020

Resolution No. 6

Moved by: Brenda Noble

Seconded by: Jacques Massie

That the Council of the Township of North Glengarry receive By-law 14-2020; and

That Council adopt by-law 14-2020 being a by-law to adopt, confirm and ratify matters dealt with by Resolution and that By-law 14-2020 be read a first, second, third time and enacted in Open Council this 23rd day of March 2020.

Carried

14. ADJOURN

Resolution No. 7

Moved by: Brenda Noble

Seconded by: Carma Williams

There being no further business to discuss, the meeting was adjourned at 8:02 p.m.

Carried

CAO/Clerk/ Deputy Clerk

Mayor / Deputy Mayor

Section 5

DELEGATIONS

Section 6

STAFF REPORTS



**CORPORATION OF
THE
TOWNSHIP OF NORTH GLENGARRY**

RESOLUTION # _____

DATE: April 14, 2020

MOVED BY: _____

SECONDED BY: _____

THAT the Council of the Township of North Glengarry receives Staff Report No. AD-2020-05;

And THAT Council of the Township of North Glengarry supports the Clerk's decision to postpone the by-election to a future date.

Carried

Defeated

Deferred

MAYOR / DEPUTY MAYOR

Deputy Mayor: Carma Williams

Councillor: Jacques Massie

Councillor: Brenda Noble

Councillor: Jeff Manley

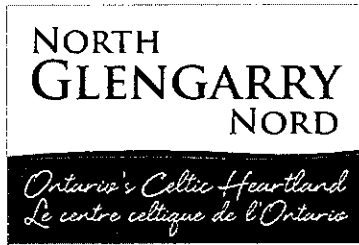
Councillor: Johanne Wensink

Mayor: Jamie MacDonald

YEA

NEA

Section 6 Item a



STAFF REPORT TO COUNCIL

Report No: AD-2020-05

April 14, 2020

From: Sarah Huskinson – Chief Administrative Officer/ Clerk

RE: Postponement of by-election

Recommended Motion:

Motion #1:

THAT the Council of the Township of North Glengarry receives Staff Report No. AD-2020-05;

AND THAT the Council of the Township of North Glengarry supports the Clerk's decision to postpone the by-election to a future date.

Background / Analysis:

On March 23, 2020, Council passed a by-law to deem the Alexandria Ward Councillor seat vacant. The dates for the by-election were also passed at this meeting.

Per the Municipal Elections Act (MEA) Section 53, the Clerk may declare an emergency if he or she is of the opinion that circumstances have arisen that are likely to prevent the election being conducted in accordance with the Act. The emergency continues until the clerk declares that it has ended. Due to the COVID outbreak, it will be difficult to run a safe election for candidates, voters, and staff. As such, the election will be postponed until a future date.

A report will come to Council with the new Nomination Date and Voting Day when those dates have been determined.

Alternatives:

None.

Financial Implications:

None.

Attachments & Relevant Legislation:

Municipal Elections Act (MEA), S. O. 1996.

Others Consulted:

None.

Signed by Sarah Huskinson – CAO / Clerk

**CORPORATION OF
THE
TOWNSHIP OF NORTH GLENGARRY**

RESOLUTION # _____

DATE: April 14, 2020

MOVED BY: **Brenda Noble**

SECONDED BY: **Jeff Manley**

THAT the Council of the Township of North Glengarry receives Staff Report No. AD-2020-06;

AND THAT Council adopt by-law 17-2020, being a by-law to authorize the Mayor and Clerk to enter into a lease agreement with IHA Canada Inc. for a portion of the property known as as Concession 3 Part of Lot 2, RP14R-3035; Parts 1 5 and 6 on Plan 14R-1381; Part 2;

AND THAT by-law 17-2020 be read a first, second and third time and enacted in open Council this 14th day of April 2020.

Carried

Defeated

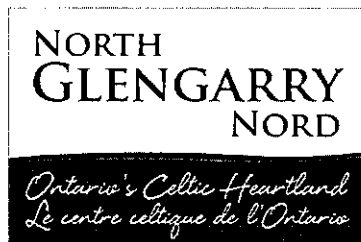
Deferred

MAYOR / DEPUTY MAYOR

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

YEA	NEA
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Section 6 Item b



STAFF REPORT TO COUNCIL

Report No: AD-2020-06

April 14, 2020

From: Sarah Huskinson – Chief Administrative Officer/ Clerk

RE: Lease of Land to IHA Canada

Recommended Motion:

THAT the Council of the Township of North Glengarry receives Staff Report No. AD-2020-06;

AND THAT Council adopt by-law 17-2020, being a by-law to authorize the Mayor and Clerk to enter into a lease agreement with IHA Canada Inc. for a portion of the property known as as Concession 3 Part of Lot 2, RP14R-3035; Parts 1 5 and 6 on Plan 14R-1381; Part 2;

AND THAT by-law 17-2020 be read a first, second and third time and enacted in open Council this 14th day of April 2020.

Background / Analysis:

The Township was approached by IHA Canada in 2018 regarding the land north of the 43, often referred to as the Industrial Park, to build a seniors village. IHA presented their idea to Council and a proposal was put forth to lease the land. Since this time discussions have gone back between IHA and the Township staff. The proposal is for a seniors village composed of an array of seniors dwellings and ancillary services to be located on the residential portion of the land.

The attached lease has been reviewed by the Township's lawyer and IHA Canada's lawyer. There are the necessary provisions and sections to protect both parties. IHA is aware of the current constraints on the sewer servicing in the Town of Alexandria and the speaks to alternative servicing and the availability of servicing in the future.

Alternatives:

Option 1: THAT Council adopt the lease by-law

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

Financial Implications:

The lease will yield \$20,000 of revenue per year plus the additional property taxes from the residential dwellings.

Attachments & Relevant Legislation:

Lease Agreement with IHA Canada

Others Consulted:

None.

Sarah Huskinson
Chief Administrative Officer/ Clerk

THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY

BY-LAW NO. 17-2020

BEING a by-law to authorize the Mayor and Clerk to enter into a lease agreement with IHA Canada Inc. for a portion of the property known as as Concession 3 Part of Lot 2, RP14R-3035; Parts 1 5 and 6 on Plan 14R-1381; Part 2.

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 IHA Canada Inc;

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

1. **THAT:** The Lease Agreement marked Schedule "A" attached hereto and made part of this by-law shall constitute an agreement between the Township of North Glengarry (the Landlord) and IHA Canada (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 14th day of April, 2020

Clerk/Deputy Clerk

Mayor

I, hereby certify that the forgoing is a true copy of By-Law No. 17-2020, duly adopted by the Council of the Township of North Glengarry on the 14th day of April, 2020.

Date Certified

CAO/Clerk / Deputy Clerk

GROUND LEASE (COMMERCIAL)

Made in duplicated the ___ day of _____, 2020

B E T W E E N

THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY

(the "Landlord")

and

IHA Canada Inc.

(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 an approximately twenty (20) acre portion of the property known legally as Concession 3 Part of Lot 2, RP14R-3035; Parts 1 5 and 6 on Plan 14R-1381; Part 2 and shown on sketch attached hereto as Schedule "A" (the "Premises"), for the construction and operation of a senior's village being composed of an array of seniors' dwellings and ancillary services in support of the village (the "Project"), on the terms set out herein.

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.
- (3) The Parties expressly acknowledge and agree that:
 - (a) The lease contemplated herein is predicated upon municipal utility services, including but not limited to private wells and septic and sewage treatment systems and municipally owned water and sanitary sewer systems, becoming available to service the Premises. Nothing in this lease shall in any way obligate The Township of North Glengarry to provide such services within a specific period of time or at all, nor to bear the cost of installation of such services.
 - (b) In the event utility services shall not be available to service the Premises, either party may thereafter at its option, terminate this lease on thirty (30) days' written notice to the other party, in which case each party shall be deemed to have released, acquitted and forever discharged the other, and its' respective successors and assigns, directors, officers, employees, servants and agents, of and from all actions, causes of action, claims, debts, dues and demands which it ever had, now has or may hereafter have, whether known or unknown, suspected or unsuspected, relating to this lease.

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) Beginning on April 15, 2020 (the "Lease Commencement Date") and for the remainder of the term of the lease, the Tenant covenants to pay to the Landlord the sum of \$20,000.00 plus HST per annum (the "Rent") which amount shall be paid in full on the 1st day of January in each year of the Term, beginning the year immediately following the year in which the Lease Commencement Date occurs. For clarity, the Tenant shall pay the first year's rent on a pro-rated basis on the Lease Commencement Date.
- (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):
- (5) To effect the said intention of the parties the Tenant promises to pay the following expenses related to the Premises as Additional Rent:
 - (a) all 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;
 - (b) insurance premiums related to occupancy, use and development of the Premises;
 - (c) 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; and
 - (d) real property taxes, rates, duties and assessments including such portion of real property taxes (formerly known as business taxes). The Landlord shall have the right to determine the assessment value of the Premises acting reasonably, bearing in mind, current principles of assessment, previous assessments and the proportionate share that the rentable area of the Premises is to the total rentable area of all premises in the land of which the Premises forms a part (if applicable). The assessment value of the Premises as determined aforesaid shall be multiplied by the current tax rate of the Premises to determine the real property taxes payable as Additional Rent.
- (6) 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.
- (7) 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. 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 12 or to such other place as the Landlord may from time to time direct in writing.

- (8) 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. 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.
- (9) 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.
- (10) 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.

3. TERM AND POSSESSION

- (1) Subject to the terms of this Section 3, the Lease shall be for a term of fifty (50) years less one (1) day (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) At section 3(8) is a "Table of Critical Dates" setting forth a timeline for the development of the Premises; the Tenant must complete certain stages of its development within the time so prescribed. If the Tenant fails to meet any one or more of the dates set forth in the Table of Critical Dates, the Landlord shall have the option, in its sole and absolute discretion, to terminate this Lease by providing the Tenant with written notice thereof. Upon receiving such notice, the Tenant shall have sixty (60) days to vacate the Premises, remove its equipment therefrom and reinstate the lands affected by any testing, work or other construction performed by the Tenant. The Tenant agrees that it shall be responsible for any and all environmental contamination of the Premises caused by the Tenant or those for whom the Tenant is responsible, and the Tenant shall indemnify and save harmless the Landlord with respect to same and upon termination of the Lease pursuant to this section 3(3) it shall reinstate the lands affected by any works undertaken or any environmental contamination so caused.
- (4) If the Landlord elects to terminate the Lease pursuant to section 3(3), neither party shall have any further obligations under this Lease.
- (5) The Tenant shall make an application for Site Plan approval within the time prescribed on the Table of Critical Dates and obtain Site Plan approval from the municipal approval authority responsible or, if necessary, from the Local Planning Appeals Tribunal:
 - (i) from a refusal by the municipality to grant such approval; or
 - (ii) in respect of any terms or conditions of any Site Plan approval imposed by the municipality,

and shall enter into a Site Plan agreement with the municipality as a condition of Site Plan approval pursuant to Section 41(7) of the *Planning Act* R.S.O. 1990, CHAPTER P.13, within the time prescribed on the Table of Critical Dates.

- (6) The Tenant shall complete an application for a building permit(s) to construct the buildings, structures, and any other improvements (collectively "Improvements") on the Premises in accordance with the approved Site Plan.
- (7) Upon completion of the requirements listed in paragraphs 3 (5) and 3(6), the Tenant shall substantially complete construction and obtain building permits therefor in a commercially reasonable timeline in accordance with applicable laws, by-laws and terms of the Site Plan Agreement.
- (8) Table of Critical Dates:

EVENT	TIMING	SECTION
Tenant submits Site Plan Application	On or before March 15, 2021	Section 3(5)
Tenant executes Site Plan Agreement	Maximum 180 days after approval of Site Plan	Section 3(5)
Building Permit for residential cluster	Maximum 180 days after execution of Site Plan Agreement	Section 3(6)
Occupancy Permit for each residential cluster	Maximum one (1) year after receiving the applicable building permit for residential cluster	Section 3(7)

- (9) Notwithstanding anything contained herein, the Tenant acknowledges that nothing in this lease shall fetter the municipality's discretion or decision-making authority under the Planning Act, The Municipal Act, 2001 or any other relevant legislation with respect to any required approvals or permits applied for by the Tenant, and the Tenant's applications shall be treated the same as any third party applying to the municipality for such approvals.

4. ASSIGNMENT AND TRANSFERS

- (1) The Tenant shall have the absolute and unfettered right at any time and from time to time to delegate, assign, licence, convey or transfer any or all of the powers, rights and interests obtained by or conferred upon the Tenant under the terms of this Lease in whole or in part to other persons or corporations (each being referred to as a "Transfer") (for the purposes, including but not limited to, financing) and shall not be bound to obtain any consent thereto and may enter into all agreements, contracts, and writings and do all necessary acts and things to give effect to the provisions of this section, but the Tenant shall provide notice of a Transfer to the Landlord. In the event of any such Transfer, the Tenant shall obtain a covenant from such transferee or assignee in favour of the Landlord (or its respective successors or

assigns hereunder, as applicable) to be bound by the provisions hereof.

- (2) The Tenant shall have the right from time to time, to assign, mortgage, pledge, or otherwise encumber all or a portion of its interest in this Lease and/or the Project, as the case may be, in favour of any leasehold mortgages, and the Landlord shall cooperate and execute such documents acknowledging and consenting to such assignment as well as provide any legal opinions that may be reasonably required by such leasehold mortgages in respect of such financing, and any lender may assign such interest in and to this Lease and/or the Project. In the event that all or a portion of the Premises is subject to one or more freehold mortgages, the Landlord shall obtain a postponement of the freehold mortgages to leasehold mortgages.
- (3) The Landlord shall be permitted to assign this Lease only in connection with: a) the sale of the fee simple freehold interest in and to the whole of the Premises provided that in such instance, the Landlord requires a condition of the sale of the Premises, that the proposed transferee be required prior to closing, to execute and deliver an assignment and assumption agreement with the Landlord and Tenant, upon such terms as may be reasonably required by the Tenant; or (b) in connection with the assignment, mortgage, or pledge of the Lease and Property in favour of a freehold mortgage.

5. USE AND OWNERSHIP

- (1) The Tenant shall be permitted to use the Leased Premises to develop, construct, operate, maintain, repair and replace any and all parts of the Project. The Tenant shall not do or permit to be done at the Premises anything which may constitute a breach of any by-law, statute, order or regulation of any municipal, provincial or other competent authority relating to the Premises.
- (2) For greater certainty, the Tenant shall be responsible, prior to the Lease Commencement Date, to satisfy itself that the Premises may be used by the Tenant in accordance with any and all by-laws, statutes, orders or regulations of any municipal, provincial or other competent authority, and has obtained or will obtain all necessary consents or approvals required to use the Premises as intended and in accordance with the terms of this Lease and applicable law.
- (3) Without limiting the generality of any other provision of this Lease, the Tenant hereby forever indemnifies the Landlord for any and all claims, damages or costs associated in any way with the Premises and the operations of the Tenant thereon, howsoever caused.
- (4) The Landlord and Tenant hereby acknowledge and agree that the title to and ownership of the improvements located at the premises shall be at times vested in the Tenant notwithstanding any rule of law as to the immediate vesting of title to the ownership of the same, or any expiration or earlier termination of the Lease.

6. REPAIR AND MAINTENANCE

- (1) 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 on an "as is" basis.

7. INSURANCE

- (1) The Tenant shall, at its sole cost and expense, take out and maintain in full force and effect, at all times throughout the term, the insurance described in Section 7, subject to reasonable deductibles. The Tenant agrees that it will be solely responsible for payment of any deductible amounts under the insurance notwithstanding that the Landlord shall be named as additional insured.

- (2) 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.
- (3) The Tenant shall carry public liability and property damage insurance in the amount of no less than five million dollars (\$5,000,000.00) per occurrence, in which policy the Landlord shall be named insured and the policy shall include a cross-liability endorsement.
- (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 to protect the building constructed on the Premises by the Tenant, Tenant's stock-in-trade, equipment, Trade Fixtures, decorations and all other improvements.
- (5) The Tenant shall carry commercial general liability insurance with limits in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence;
- (6) The Tenant shall provide the Landlord with a copy of the insurance certificate evidencing the insurance coverage required by this section 7.
- (7) The Landlord shall not be liable or in any way responsible to the Tenant or its employees, invitees or licensees or any other person in, on or about the Premises for any claims or damages associated with the building to be constructed and operated by the Tenant, the Tenant being solely responsible therefor.
- (8) The intent of this Section is that the Tenant, except as provided for herein, (and all other persons having business with the Tenant) is to look solely to its insurers to satisfy any claim which may arise on account of death, injury, loss or damage, irrespective of its cause.

8. DAMAGE TO THE PREMISES

- (1) Notwithstanding any provision herein, under no circumstances shall the Landlord be responsible for repairing or rebuilding any part of the Premises or building thereon in the event of damage or destruction thereto.

9. ACTS OF DEFAULT AND LANDLORD'S REMEDIES

- (1) **Non-payment of rent.** If and whenever the Tenant fails to pay any instalment or payment of Rent when payable hereunder, the Landlord may give written notice of such default to the Tenant. The Landlord shall have the right following the expiration of 30 days from the date of delivery of notice pursuant to this section 9 (1) to exercise its rights under this section 9.
- (2) **Bankruptcy.** If a party shall have committed an Act of Bankruptcy, then the other party may at its option exercise any rights or remedies that it would be entitled to under this Lease or otherwise available to it under applicable laws. For the purpose of this section 9, "Act of Bankruptcy" means if the Tenant or Landlord, as the case may be, makes an assignment for the benefit of creditors, or assignment in bankruptcy or takes advantage in respect of its own affairs of any statute for relief in bankruptcy or insolvent debtors, or if a receiving order is made against at party or if such party is adjudged bankrupt or insolvent, or if a liquidator or receiver of any property of the Tenant is appointed by reason of any action or alleged insolvency, or if the interest of the Tenant in this Lease, the Project or the Premises shall become liable to be taken or sold under any writ of execution or other like process which shall remain undischarged for thirty (30) days.

- (3) **Failure to Perform Covenant.** Except as provided in section 9 (1) and 9 (2), if a party defaults in the performance of any of its covenants under this Lease, the other party may give written notice of such default to the other party and proceed in the manner set out in this Section. If the other party has not commence appropriate steps to remedy the default specified in the notice pursuant to this Section, or, having commenced to remedy the default, is not proceeding diligently to the completion thereof within sixty (60) days from the date of delivery of such notice, then the party that delivered the first notice pursuant to this section 9 (3) may deliver a second written notice of default to the other party in which the party may either terminate this Lease or exercise the rights granted to pursuant to section 9 (5).
- (4) **Stay of Procedure.** A party may dispute the default referred to in the notice of the other party delivered pursuant to Section 9 (3) and refer such dispute for resolution pursuant to section by written notice to the other party. Notice pursuant to this section 9 (3) shall be given before the second notice pursuant to Section 9 (3) is delivered. Pending a decision pursuant to section 9 (8), the right of a party to terminate this Lease pursuant to Section 9 (3) shall be stayed.
- (5) **Right to Cure Default.** The parties agree that upon the occurrence of an event of default pursuant to Section 9, the non-defaulting party may, following delivery of the second notice provided for in Section 9, cure such default, all on behalf of and at the expense of the defaulting party, unless the defaulting party has commenced and is diligently proceeding to cure such default. The defaulting party shall reimburse the non-defaulting party upon demand and presentation of an invoice for all expenses incurred by the non-defaulting in remedying any default, together with interest at a rate which shall be 4% per annum above the prime rate chargeable by the Landlord's bank.
- (6) **Remedies Cumulative.** The remedies of the Landlord and the Tenant specified in this Lease are cumulative. No remedy shall be deemed to be exclusive, and the Landlord and the Tenant may from time to time have recourse to one or more or all of the available remedies specified in this Lease.
- (7) **Limitation of Liability.** Neither party shall be liable to the other for any special, incidental or consequential damages, whether arising in contract, tort, strict liability, or in any other cause of action whatsoever.
- (8) **Dispute Resolution.** The parties acknowledge and agree that any disagreement which may arise pursuant to the terms of this Lease which the parties are unable to resolve will firstly be submitted to a trusted third party advisor acceptable to the parties and such advisor will be called upon and consulted as a facilitator in order to help resolve the issue(s). In the event that any disagreement arises between the parties with reference to this Lease or any matter arising hereunder and which the parties cannot resolve by themselves or with the assistance of a facilitator, then every such disagreement shall be referred to arbitration in accordance with the provisions of the Arbitration Act, 1991, S.O. and that the following provisions shall govern any arbitration thereunder.

 - (a) The disagreement shall be determined through arbitration by a single arbitrator who shall be selected by agreement of the parties, and failing such agreement, the arbitrator shall be selected in accordance with the Arbitration Act.
 - (b) The time allowed for the making of an award shall, notwithstanding any contrary provision in the Arbitration Act, be limited to thirty (30) days, and if the arbitrator has allowed this time to expire without making an award, any party to the arbitration may apply to the Superior Court of Justice (Ontario) or to a judge thereof to appoint an umpire who shall have the like power to act in the reference and to make an award as if he had been duly appointed

by all the parties to the submission and by the consent of all parties who originally the arbitrator thereto; and

- (c) If an umpire is appointed pursuant to the foregoing subsection 9 (8b) such umpire shall make his award within thirty (30) days after the original time appointed for making the award of the arbitrator has expired or on or before any later date to which the parties have agreed upon in writing, or if the parties have not agreed, then within such time as the Court or a judge appointing such umpire may deem proper; and
- (d) There shall be no appeal from the award of the arbitrator, or umpire, as the case may be.

10. ACKNOWLEDGMENTS

- (1) Upon the written request from a party, the other party shall provide, within a reasonable time following such request, a certificate to any person designated by the requesting party, certifying that the Lease is in full force and effect and has not been assigned, modified, supplemented or amended (except by such writing as shall be stated); that all conditions under this Lease to be performed by the other date have been satisfied (stating exception, if any); the state of the Rent is account, and such other information as the other reasonably requires. Persons to whom the certificate is addressed shall be entitled to rely upon such statements.

11. SUBORDINATION AND POSTPONEMENT

- (1) If any freehold mortgage, or proposed mortgages, requires this Lease to be subordinated to such freehold mortgage, then the Tenant shall execute an instrument or instruments confirming such subordination in a form satisfactory to the freehold mortgagee and the Tenant, acting reasonably, which instrument must contain the freehold mortgagee's agreement that if it enforces its security, the Tenant will be entitled to remain in possession of the Premises in accordance with the terms of this Lease and the freehold mortgage shall provide the Tenant with a non-disturbance agreement in form satisfactory to the Tenant's solicitors, acting reasonably
- (2) If proceedings are brought for the foreclosure of the Landlord's interest in the Premises, or if there is exercise of the power of sale under any freehold mortgage, the Tenant shall attorn to the freehold mortgagee or the purchaser upon any such foreclosure or sale, and recognize such freehold mortgagee or the purchaser as the Landlord under this Lease, and the Tenant shall execute properly such instruments or certificates to carry out the intent of this section as shall be reasonably requested by the Landlord, such freehold mortgagee or purchaser, provided that the freehold mortgagee or purchaser agrees to recognize the Tenant as a tenant of the Premises and has delivered to the Tenant a non-disturbance Agreement in form acceptable to the Tenant, acting reasonably.
- (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 his obligations under this Lease.

12. 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:

Chief Administrative Officer

The Corporation of the Township of North Glengarry
90 Main Street South
Alexandria, Ontario
K0C 1A0

To the Tenant at:

IHA Canada Inc.
c/o Chief Executive Officer
320 March Road
Ottawa, Ontario
K2K 2E3

- (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.

13. REGISTRATION

- (1) The Tenant shall not register this Lease in full on the title to the Premises. If the Tenant wishes to register a notice or short form of this Lease, the Tenant may do so. The Tenant agrees that it will, at its sole expense, discharge and withdraw from title any such registration within 30 days after the expiration or sooner termination of this Lease. If such registration is not discharged and withdrawn during the aforesaid time, the Landlord shall have the right and is hereby appointed by the Tenant as its agent and attorney to prepare, execute and register such documentation as is required to discharge and withdraw any such registration.

14. ENVIRONMENTAL

- (1) The Tenant shall observe and comply with and ensure that any occupant observes and complies with all environmental laws. The Tenant shall promptly provide to the Landlord a copy of any assessment, audit, report, or test results relating to the environmental condition of the Premises conducted by or for the Tenant at any time before, during, or after the Term or any renewal thereof.
- (2) The Tenant shall promptly notify the Landlord in writing of any of the following events (an "Environmental Event") of which the Tenant may become aware.
 - (a) Any release of a contaminant or any other occurrence or condition at the Premises contrary to any environmental law or subject the Tenant, the Landlord or the Premises to any fines, penalties, orders, investigations or proceedings under environmental laws;
 - (b) Any charge, order, investigation or notice of violation or non-compliance under any environmental laws issued against the Tenant relating to operations at the Premises; and
 - (c) Any notice, claim, action or other proceeding by any third party against the Tenant or in respect of the Premises concerning the release or alleged release of contaminants at or from the Premises or the environmental condition of the Premises.
- (3) If the Tenant shall, either alone or with others, cause during the Term the happening of any environmental event, the Tenant shall, at its own expense:

- (a) As soon as practicable, perform or cause to be performed any work to rectify the contravention or non-compliance, which will result in conformity and compliance with all environmental laws, and
- (b) As soon as practicable, cease or cause the cessation of any activity which constitutes an Environmental Event and which causes or permits any substance to be released onto or into the Premises or any adjacent land, air, water, or results in any substance being released into the environment.

7. RIGHTS OF FIRST REFUSAL AND OF FIRST OFFER

- (1) Throughout the Term (and any renewal thereof), the Tenant shall have a continual right of first option to purchase the unimproved lands comprising the Premises (the "Option") and the right of first refusal to purchase the same (the "ROFR")
- (2) In the event the Landlord wishes to sell the unimproved lands comprising the Premises (the "Lands"), the Landlord shall deliver written notice thereof to the Tenant. The Tenant may thereafter provide written notice to the Landlord of its election to exercise of this Option. The Landlord and the Tenant acknowledge and agree that the purchase price shall be the price of the appraised value of the Lands as reasonably determined between them. Failing agreement on the purchase price, each of the Purchaser and Landlord shall commission and receive an appraisal from a certified appraiser commercial real property, and the Purchase Price shall be the average of the two appraisals.
- (3) The closing date and such other terms and conditions of closing of the Option shall be mutually agreed to between the parties, each acting reasonably, at such time of the exercise of the Option to purchase.
- (4) In addition to the Option, at any time during the Term, the Landlord covenants and agrees with the Tenant that the Landlord shall not sell, transfer or otherwise dispose of the whole or any part of its interest in the Premises without first offering to sell such interest to the Tenant.
- (5) Prior to entering into any agreement or commitment to sell, transfer or otherwise dispose of such interest, the Landlord shall cease all bona fide terms of sale which are acceptable to it to be submitted in a written offer to the Tenant to be open for acceptance by the Tenant for a period of not more than sixty (60) days. Such offer shall not provide for any non-negotiable consideration or for any other terms or conditions which any bona fide arm's length transferee would be unable to meet.
- (6) In such offer is not accepted within the 60-day period stipulated for its acceptance, the Landlord may sell, transfer, or otherwise dispose of such interest of any time within (90) days for the expiry of such offer on terms which are not more favourable to transferee than those set out in such bona fide terms offered to the Tenant within such 90 day period, such third party sale shall be prohibited hereunder and nullified by the Landlord and the Tenant's right of first refusal shall be reinstated.

15. GENERAL

- (1) Each party irrevocably and unconditionally attorns to the exclusive jurisdiction of the courts of the province of Ontario.
- (2) This Lease shall be governed by, and interpreted and enforced in accordance with, the law of the province of Ontario and the laws of Canada applicable in that province.
- (3) If any provision of this Lease or its application to any party or circumstance is restricted, prohibited or unenforceable, that provision shall be ineffective only to the extent of that restriction, prohibition or unenforceability without invalidating the remaining provisions of this Lease. The parties shall engage in good faith negotiations to replace any provision which is so restricted, prohibited or unenforceable with an unrestricted and enforceable provision, the economic effect of which comes as close as possible to that of the restricted, prohibited or unenforceable provision which it replaces.
- (4) This Lease shall be binding on, and shall enure to the benefit of, the parties and their respective successors and permitted assigns.
- (5) Time shall be in the essence of all respects.

16. 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.

17. ENTIRE AGREEMENT

- (1) The parties covenant and agree that this is the entire agreement with respect to the Lease and fully replaces and supersedes the Offer to Lease document between the parties which is no longer of any force and effect, and there are no other agreements, covenants, representations or warranties as between the parties except as set out herein.

(Signature page follows)

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

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

Jamie MacDonald – Mayor

Sarah Huskinson – CAO

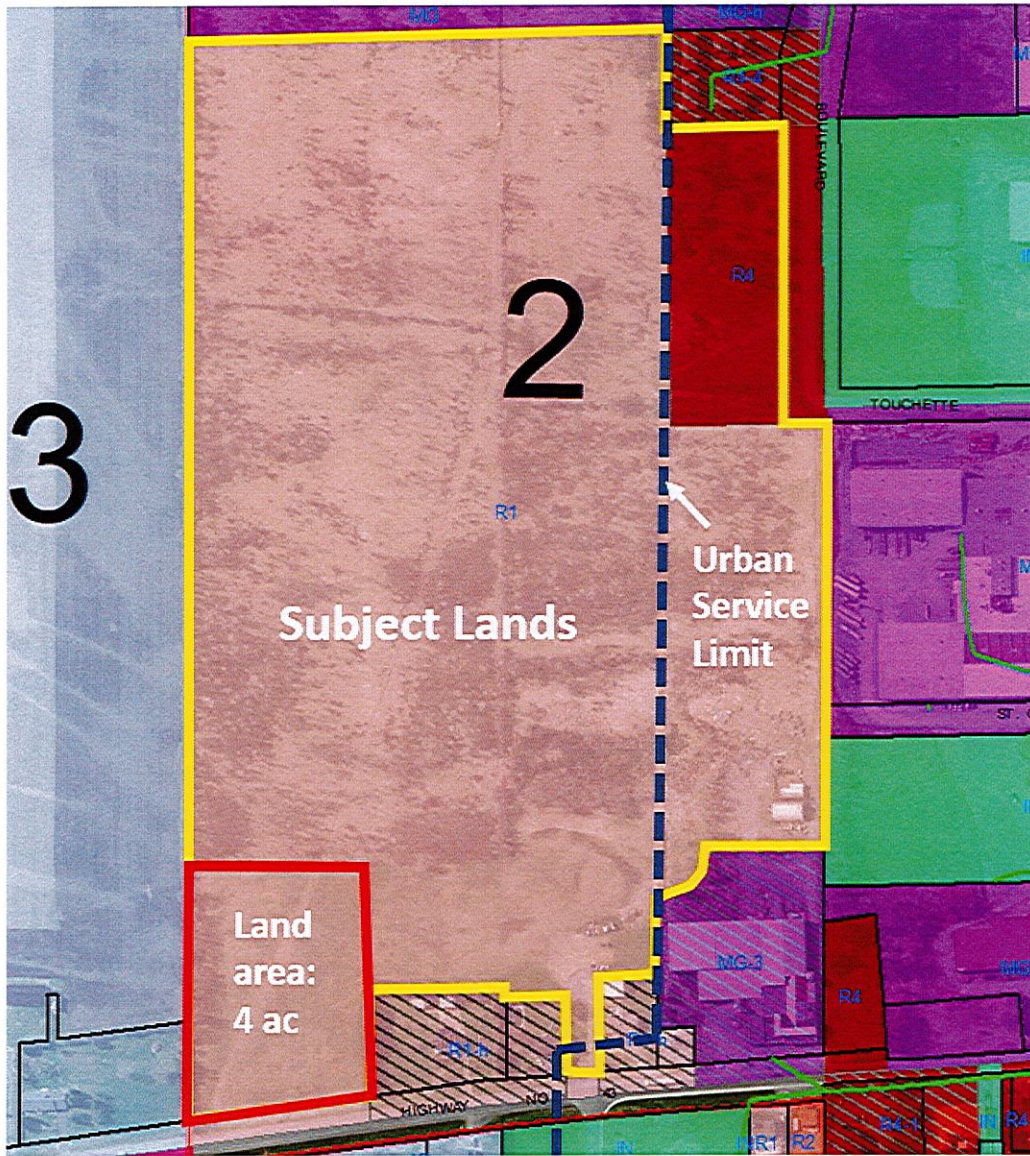
We have authority to bind the Corporation

IHA Canada Inc.
Per:

Name:
Position:

I have authority to bind the Corporation.

Schedule A – Premises





IHA Canada

HOME • HEALTH • HAPPINESS

“Building a better future for Seniors in Canada”



Our Mission

At IHA Canada we provide innovative independent & progressive lifestyle living with integrated supports and services for Seniors.

We provide this through affordable rental accommodations within a safe village setting, supported by high quality and fully integrated seniors centric healthcare, homecare and wellness related support services and activities.

Our Values

IHA Canada we conduct all of our activities to the highest ethical standards.

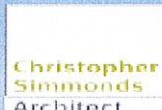
We value and model a culture of:

- **Care and Compassion**
- **Innovation and Creativity**
- **Community and Teamwork**
- **Integrity and Sustainability**
- **A Standard of Excellence**

While providing 'best in class' integrated service for Seniors!

Who is IHA ?

- IHA Canada Inc. is the first organization to provide fully integrated housing and healthcare options to Seniors on an affordable basis.
- IHA Canada Inc. consists of skilled and passionate senior leaders in the healthcare, development and finance sectors. IHA also partners with leading providers in the development and operations of Seniors villages in addition to technologically advanced delivery of home based healthcare while incorporating green and sustainable technologies.
- IHA Canada Inc. was featured as the seniors housing concept of the future at the Canadian Medical Associations National Health Summit (2018). IHA has successfully partnered with the Glengarry Memorial Hospital (Ontario Ministry of Health) and several other municipalities in providing viable and unique integrated housing and healthcare options to Seniors.



LAWYERS | AVOCATS





Who is IHA Canada?

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LAWYERS | ADVOCATS





IHA Canada
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Our Dynamic Team of Strategic Partners

- **Wellington West Development** – WWD provides fully integrated concept to construction ready and construction support, site and project development services.
- **Christopher Simmonds Architect** – CSA integrates innovation and creativity, while addressing the needs of both the client and the community with environmental sustainability as a guiding principle. <https://www.csarchitect.com>
- **Taplen Construction** – provides construction management services for all projects large and small. We deliver our projects within established budgets. www.taplenconstruction.com
- **GVE Lawyers** - Grandmaitre Virgo Evans is Ottawa East's foremost legal team, providing clients with excellent quality and prompt legal services, in the areas of real estate and business law. <https://gvelaw.ca>
- **Alio Health** – Alio is enhancing patient care everyday, by focussing on creating the best experiences for patients, caregivers and the health care industry as a whole. We specialize in comprehensive Patient Support Programs (PSP) that enhance the patient's support and treatment experience. Alio Health is a Calian Group company. www.aliohealth.com
- **Nurse on Board** - Providing top quality health care navigation and advocacy. Proactively seeking out the very best options for care and treatment for clients. NoB is an Alio company. www.nurseonboardottawa.ca
- **PharmaCo Alliance** - A group of specialized pharmacy full services providers. We provide personalized pharmaceutical services to residents in long-term care, retirement homes, and continuing care facilities. <https://pharmaco.ca>
- **Best Interest Mortgages Inc** - is a boutique alternative private real estate lending firm with proprietary capital, partnerships with various capital pools, private and public equity funds. <https://commercialmortgageontario.ca>

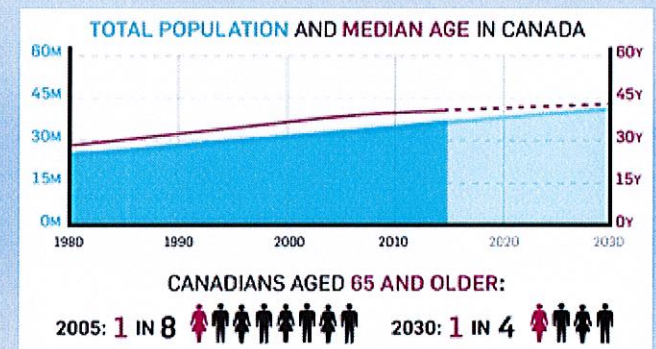
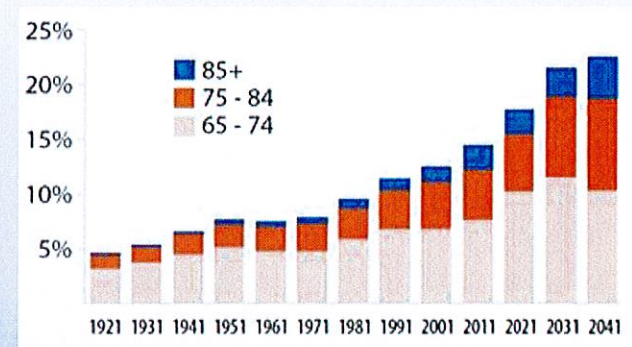


LAWYERS | AVOCATS



What is the Need?

- A seniors population explosion (Silver Tsunami)
- Insufficient and outdated health infrastructure for Seniors
- Limited home healthcare and homecare services
- Retirement and healthcare housing options are financially difficult, if not out of reach for the average Senior
- Isolation, lack of purpose, depression and loneliness are widespread amongst Seniors combined with a lack of meaningful social and community engagement
- Available national/provincial healthcare funding and targeted Seniors programs does not meet current demand and will not meet future requirements



Key Market Considerations

- Seniors represent a very complex nationwide financial, housing and healthcare issue currently facing our society today, and this will continue well into the future
- Existing housing options and supply, in addition to health and home care services cannot meet the current or projected future demand
- Smaller community markets are currently severely underserved
- Affordable Seniors housing is very scarce for middle class Seniors
- Health and home care is provided almost exclusively in old-age/retirement residences, nursing homes and institutional settings
- Federal/provincial/municipal solutions are insufficient and the funding needed is not currently in place



Why is IHA Canada the Solution?



- Affordable rental homes built in safe and holistically designed, age-in-place, green and sustainable village settings in pocket communities
- Integrated and fully coordinated health care, home care and wellness services
- Daily living supported with enhanced mobility, customized activities, security and technology
- Each IHA Community is designed with Seniors' input and is operated with a focus on Seniors' safety, meaningful engagement, financial wellness, and social purpose as a key priority

The Village Concept

- Homes and Communities; not Institutions
- Fully integrated Health and Home Care
- Singles/duplex/row/clusters/apartments
- Pocket neighborhoods with environmental friendly infrastructure and technology
- Green buildings with heated walkways
- Central services and commercial/retail core
- Supportive common spaces and amenities
- Eden Alternative concepts are introduced with customized and tailored activities





IHA Canada
HOME • HEALTH • HAPPINESS

Key Innovation Areas

- Innovative housing with integrated site and community planning design
- Smart stick-built, modular and prefab homes built on pre-signed leases
- Green 'passive buildings' designed with low carbon environmental impact and integrated renewable energy infrastructure
- Client centric planning, management and coordination of health services
- 'Campus of care' focus providing efficiencies in delivery of all services
 - À-La-Carte health care service to satisfy evolving and growing needs for long term support; Seniors only buy what they need
- Integration of state-of-the art health care and home care technologies
- Community Hubs expand service delivery areas (physical and virtual)
- Introducing various 'Eden Alternative Concepts' and philosophies with culturally aligned and customized activities as accepted by Seniors

Market Strategy

- Target smaller municipalities with a greater than 20% population percentage of seniors
- IHA targets areas that have insufficient services and housing options with the highest demand and projected ongoing needs; working with forward thinking municipalities
- Utilize a client/Seniors engagement approach with local senior leadership through design and development phases. Creates engagement while generating “buy in” and client ‘wait lists’
- Strategic business planning and pro-active marketing; Maintain a Sales Center on the Alexandria site as soon as we have access to the property
- Strategic partnering with national as well as local service providers, in addition to local landowners and construction companies; with a major concentration of health and home care providers
- Utilize current and future technologies and AI to provide health services not easily or currently available in smaller or rural markets; while also leveraging environmental & green technologies

Business Model

- IHA Canada revenues generated in all three key areas:
 - Monthly rentals (leases) from affordable Seniors residences in IHA Villages
 - Delivery of à-la-carte health and support services provides a modest margin
 - Profit Sharing from Joint Ventures formed through IHA Canada with strategic partners, many of whom will be local businesses
- IHA structured as long term Holdco generating operating revenues coupled with the integrated services for Seniors, combined with appreciating real estate assets
 - Provide 'world class' and 'best in class' services and living environments for Seniors
 - Progressive agreements in place with each key stakeholder and supplier to IHA Canada Inc.
 - Reinvest profits from maturing real estate assets and operating profits back into the company to enable growth and long term sustainability
- The ability to customize and focus IHA Canada development and service offerings to meet specific community needs and ever evolving market needs



Revenue Assumptions and Plans

Typical Project Financing

- Traditional institutional financing planned for take-out of all developed phases
- Appraised values established based upon direct comparison and income levels for each local market
- Large scale financing requirements minimized via smart phasing and +90% preleasing standards
- Construction and phase initiation only proceeds on site with signed leases and lease deposits

Village Assumptions

- Average rents:

Singles	\$2000 - 2200
Duplex	\$1800 - 2000
Townhouse	\$1650 - 1850
Apartments	\$1400 - 1650
- Rents are all inclusive; and need to be market rationalized and validated
- Average monthly full à-la-carte Health Services per residence estimated to be between \$350 – \$500 /unit
- Pro-forma unit mix anticipated:

○ Singles	-20%
○ Duplex	-30%
○ Townhouses	-30%
○ Clustered/apart	-20%

Currently Planned Sites

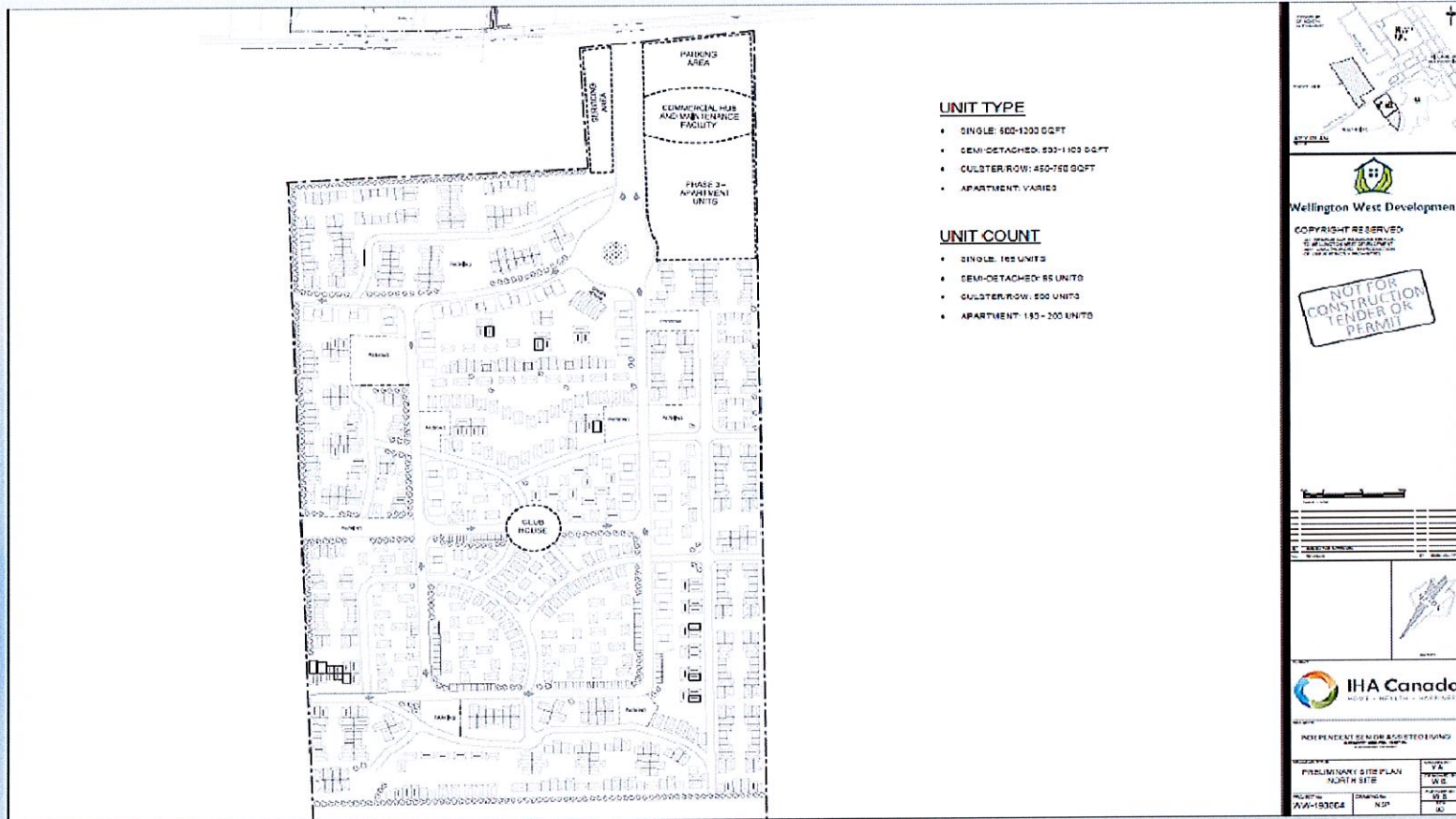
Alexandria (Ontario)

- Two land parcels of 85 +/- acres total
- Both sites developed in association with the support of the North Glengarry Township municipal council and the local Hospital
- LTC development adjacent to local GM Hospital
- Average density 18 units per acre for the Village
- 15,000 to 25,000 sq. ft. commercial core
- Total availability of 850+ units over a period of 5 - 7 years development period (in 4 phases)
- Regional market (25 km radius) currently has 25,000+ seniors (65+yrs)
- Being concurrently developed with a Municipal Modernization Plan for the town of Alexandria
- Also in conjunction with Glengarry Memorial Hospital infrastructure expansion; a separate but interrelated IHA Canada commercial project

Oromocto (New Brunswick)

- Total of 115 acre site, being negotiated
- Long term lease with the municipality in NB
- Regional market currently has 30,000+ seniors
- Average density of 15-16 units per acre
- Total available of up to 1200 units over 7 - 10 years development period (in 6 phases)
- Provides provincial destination project due to the converging of major traffic artery routes and proximity to amenities of a larger center
- 25,000 sq ft + commercial core with additional regional facilities such as a 24 hr clinic and health care center
- Integrated community support and services

Alexandria – Shire Village – Site Plan

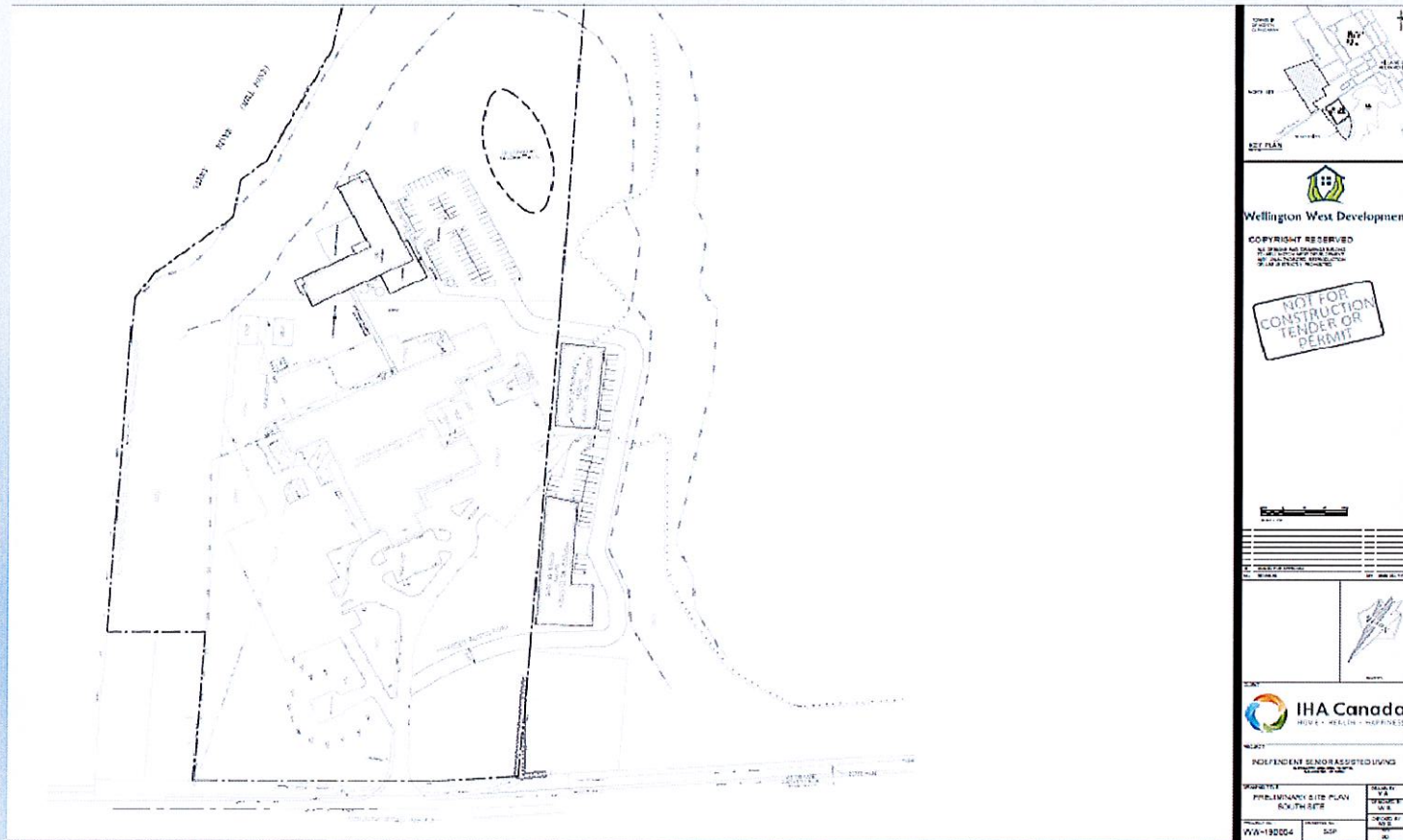




Special Additional GMH Project - Alexandria

- Glengarry Memorial Hospital severed 35 acres for a new LTC and two Assisted Living facilities on the site
- GMH land is deeded to IHA and designated for Seniors living and special support services
- GMH is leasing LTC facility from IHA for 30 years; Assisted Living facilities fully integrated continuum of care with IHA village, which is directly adjacent to GMH property
- GMH will be licensed for 96 long term beds; IHA to operate 80-100 Assisted Living units; Plus additional integrated facilities for health care related services

Long Term Care and Assisted Living - Site Plan - GMH





Long Term Care and Assisted Living - Renderings - GMH



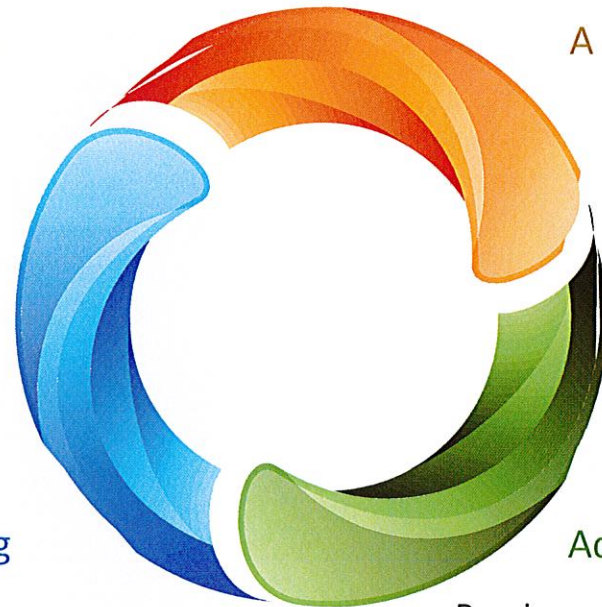
The 4 Key Elements

Community Hub

The community Hub provides a central core for the delivery of care and services in support of the tenants and seniors service organizations

Innovative Housing

A village setting of a variety of accessible residential unit designs centered around a central core and supporting amenities



A Campus of Care

A centralized health care management system coordinating all aspects of a tenants current and future healthcare needs supported by homecare service providers

Advanced Technologies

Passive monitoring with smart and green home technologies that are used in combination with communication and healthcare management software for the cost effective delivery of care

**CORPORATION OF
THE
TOWNSHIP OF NORTH GLENGARRY**

RESOLUTION # _____

DATE: April 14, 2020

MOVED BY: _____

SECONDED BY: _____

THAT the Council of the Township of North Glengarry receives Staff Report No. CS-2020-04; and

THAT Council of the Township of North Glengarry approves the changes to the Ice and Hall Rental Agreements; and

THAT Council approves the changes to the Facilities Cancellation Policy.

Carried

Defeated

Deferred

MAYOR / DEPUTY MAYOR

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

YEA	NEA
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Section 6 Item c



STAFF REPORT TO COUNCIL

Report No: CS-2020-04

April 14, 2020

From: Anne Leduc – Director of Community Services

RE: Review of Ice and Hall Rental Agreements

Recommended Motion:

THAT the Council for the Township of North Glengarry receives the Staff Report No. CS-2020-04; and

THAT Council approves the changes to the Ice and Hall Rental Agreements; and

THAT Council approves the changes to the Facilities Cancellation Policy.

Background / Analysis:

The Township of North Glengarry maintains several facilities for the enjoyment of its residents and users in the area. In order to ensure that these facilities are available to its population and used in an efficient manner, the Township requires proper notice of cancellation from users.

The Facilities Cancellation Policy, adopted by Council in February 2017, has been reviewed by Staff in response to overbooking of ice times at both the Maxville & District Sports Complex and the Glengarry Sports Palace, as well as late cancellations by hockey organizations which result in a loss of revenue. Staff also took this opportunity to review the Ice and Hall/Facilities Rental Agreements.

These Ice and Hall/Facilities Rental Agreements as well as the Facilities Cancellation Policy are included alongside the Ice Rental Request Forms that will be issued in April to organizations and individuals renting ice times in the Township's Facilities.

1. The changes to the Facilities Cancellation Policy are as follows:

Ice Rentals:

- Cancellations must be received by staff no later than 14 days prior to the rental, compared to 7 days prior. This will give staff a better opportunity at re-booking the ice with another organization or offering it at large for rent.

- For carnivals, tournaments, weddings or other events where there is a considerable amount of staff preparation time or time booked (i.e. entire day(s) or weekend) the following notice is required:
 - Prior to 4 Weeks – Organization is not charged
 - 3 Weeks – Organization is billed 50% of cost of Ice Blocked
 - 2 Weeks – Organization is billed 100% of cost of Ice Blocked

Hall or Facility Rentals:

- Cancellation of a hall or facility rental (other than ice time) for meetings of activities of a short duration:
 - Cancellations must be made 14 days in advance otherwise the Renter is charged at 100% of the rental rate.
- Cancellation of a hall or facility rental (other than ice time) for bookings of importance (multi-day events, weddings, festivals, etc.) for events where there is a considerable amount of time booked (i.e. entire days, weekends or weeks) the following notice is required:
 - Prior to 4 Weeks – Organization is not charged
 - 3 Weeks – Organization is billed 50% of cost of Ice Blocked
 - 2 Weeks – Organization is billed 100% of cost of Ice Blocked

2. The changes to the Ice Rental Agreement, made to control overbooking and down payments, are as follows:

Overbooking:

For regular renter groups – in order to fulfill all ice requests and avoid unnecessary overbooking, regular ice users may only request a maximum of 5% more ice time than what was **used** the year prior. Please contact recreation directly if you wish to discuss ice allotments.

Down Payments:

Please note that unless other formal arrangements have been agreed upon by the Township of North Glengarry:

- 50% of ice rental costs are due prior to the first ice rental and
- 50% is due prior to January 1, 2021.

Alternatives:

Option 1 – Recommended – That Council approves the changes to the Ice and Hall Rental Agreements and to the Facilities Cancellation Policy.

OR

Option 2 – Not recommended – That Council not approve the changes.

Financial Implications:

The changes to the Facilities Cancellation Policy will assist in maximizing rentals in the Township facilities.

Attachments & Relevant Legislation:

- Facilities Cancellation Policy
- Ice Rental Agreement
- Hall Rental Agreement

Others consulted:

Kimberley Goyette – Director of Finance

Signed by Sarah Huskinson – Chief Administrative Officer / Clerk

Policy Title:	Facilities Cancellation Policy
Issued by:	Community Services & Recreation Department
Approved by:	Council
Date:	February 24, 2017
Revised:	March 19, 2020

1. Scope

Guidelines have been established for the notice of cancellation for the Township of North Glengarry's recreational facilities.

2. Responsibilities and Authorities

The Township of North Glengarry maintains several facilities for the enjoyment of its residents and users in the area. In order to ensure that these facilities are available to its population and used in an efficient manner, the Township requires proper notice of cancellation from users.

2.1. Signed Contract

2.1.1. Ice Time

- i. The Recreation Department will provide the Renter with a contract, which lists all of the ice times that have been allocated to the user/user group for the season. The signed contract is due to be returned by the date indicated on the ice request form that is issued by the Recreation Department. All ice rentals will require a signed contract before the group or individual(s) enter the ice surface.
- ii. The Recreation Department will make every effort to accommodate ice allocation requests in accordance with its ice allocation priorities. Users with overdue accounts may, at the discretion of the Recreation Department, have their ice time cancelled and/or lose their grandfathered status for the upcoming season. By signing the contract, the Renter agrees that all times listed on the contract will be paid in accordance with the contract.

2.1.2. Hall or Facility Request

- i. The Recreation Department will provide the Renter with a contract, which lists the hall or facility that has been requested along with the hours requested. Users with overdue accounts may, at the discretion of the Recreation Department, have their request cancelled. By signing the contract, the Renter agrees that all hall or facility requests and times listed on the contract will be paid in accordance with the contract.

2.2. Cancellation of Ice Time by the Township of North Glengarry

- i. The Township of North Glengarry is the sole authority for all ice times. The practice of transferring, trading or sub-leasing ice between permit holders, without prior consent by the Recreation Department, is not allowed.
- ii. The Township of North Glengarry reserves the right to reasonably postpone, reschedule or cancel any ice time, for a significant or high profile event, as approved by Council or for the purposes of play-off games for the Junior teams, the AMHA or GGHA teams.
- iii. The Township of North Glengarry reserves the right to cancel ice due to safety concerns, mechanical breakdowns, weather conditions, emergency closures or unsuitable ice surface conditions as dictated by the Director of Recreation & Culture. Every attempt will be made to reschedule the Renter group's ice time. All rescheduled ice time will be billed in accordance with regular ice rates. All ice time that cannot be rescheduled, will either be credited to the user's outstanding contract balance or refunded if the contract has been paid in full.
- iv. In case of inclement weather, unless notified by the Recreation Department that the arena is closed, ice time will be available for use and will be billed as stated in user's contract.
- v. In the event of a multi-day arena closure, the Township will reallocate ice time according to predetermined priorities.
- vi. In the event that the Township of North Glengarry cancels a booking for ice or a facility, the client will be offered the opportunity to rebook at a later date or obtain a full refund.

2.3. Cancellation of Ice Time by Renting Organization or Individual

2.3.1. Cancellation of Ice Time for Practices or games:

- i. All cancellations must be made during office hours 8:00 am to 4:00 pm Monday through Friday.
- ii. Ice cancellations must be made 14 days in advance otherwise the team / organization is charged at 100% of the rental rate.
- iii. In the event that the ice is cancelled without the appropriate notice **and that team has found another team/organization that is able to pick up that ice time** the charge will be waived.

2.3.2. Cancellation of Ice Time for Carnivals or Tournaments:

- i. All cancellations must be made during office hours 8:00 am to 4:00 pm Monday through Friday and be sent by email to recreation@northglengarry.ca.

- ii. For carnivals, tournaments or other events where there is a considerable amount of staff preparation time or time booked (i.e. entire day(s) or weekend) the following notice is required:
 - Prior to 4 Weeks – Organization is not charged
 - 3 Weeks – Organization is billed 50% of cost of Ice Blocked
 - 2 Weeks – Organization is billed 100% of cost of Ice Blocked
- iii. In the event that the ice is cancelled without the appropriate notice **and that organization has found another team/organization that is able to pick up that ice time** for the entire booking (i.e. entire day(s) or weekend) the charge will be waived.
- iv. In the event that the ice is cancelled without the appropriate notice **and that organization has found another team/organization that is able to pick up portions that ice time** the canceling team/organization will be charged for the un-used ice time according to the notice received.

2.4. Cancellation of a Hall or Facility by the Township of North Glengarry

- i. The Township of North Glengarry is the sole authority for all halls and facilities. The practice of transferring, trading or sub-leasing halls or facilities between permit holders, without prior consent by the Recreation Department, is not allowed.
- ii. The Township of North Glengarry reserves the right to reasonably postpone, reschedule or cancel any hall or facility booking, for a significant or high profile event, as approved by Council.
- iii. The Township of North Glengarry reserves the right to cancel a hall or facility booking due to safety concerns, mechanical breakdowns, weather conditions, emergency closures or other conditions as dictated by the Director of Recreation & Culture. Every attempt will be made to reschedule the hall or facility booking. All rescheduled hall or facility booking will be billed in accordance with previously agreed-upon rates. All hall or facility bookings that cannot be rescheduled, will either be credited to the user's outstanding contract balance or refunded if the contract has been paid in full.
- iv. In case of inclement weather, unless notified by the Recreation Department that the arena is closed, the hall or facility will be available for use and will be billed as stated in user's contract. This clause does not apply to situations where organizations are required to reschedule games at a later date.
- v. In the event of a multi-day arena closure, the Township will reallocate the hall or facility booking time according to predetermined priorities.
- vi. In the event that the Township of North Glengarry cancels a hall or a facility booking the client will be offered the opportunity to rebook at a later date or obtain a full refund.

2.5. Cancellation of Hall or Facility by Renting Organization or Individual

2.5.1. Cancellation of a hall or facility rental (other than ice time) for meetings of activities of a short duration:

- i. All cancellations must be made during office hours 8:00 am to 4:00 pm Monday through Friday and be sent by email to recreation@northglengarry.ca.
- ii. Cancellations must be made 14 days in advance otherwise the Renter is charged at 100% of the rental rate.

2.5.2. Cancellation of a hall or facility rental (other than ice time) for bookings of importance (multi-day events, weddings, festivals, etc.):

- ii. All cancellations must be made during office hours 8:00 am to 4:00 pm Monday through Friday and be sent by email to recreation@northglengarry.ca.
- iii. For events where there is a considerable amount of time booked (i.e. entire days, weekends or weeks) the following notice is required:
 - Prior to 4 Weeks – Organization is not charged
 - 3 Weeks – Organization is billed 50% of cost of Ice Blocked
 - 2 Weeks – Organization is billed 100% of cost of Ice Blocked

2.6. Extenuating Circumstances:

The Township of North Glengarry recognizes that there may be circumstances of an extenuating nature that lead to ice, hall and facility cancellations. If the client/team/organization feels their cancellation(s) are in this category they will address that with the Recreation Department. The Recreation Department will deal with these requests on a case by case basis.

2.7. Cancellations must be made in writing by email to:

Recreation Department
Township of North Glengarry
90 Main Street South
Alexandria, ON
K0C 1A0
E-mail: recreation@northglengarry.ca

Office hours of operation are Monday to Friday from 8 am to 4

TOWNSHIP OF NORTH GLENGARRY

GLENGARRY SPORTS PALACE AND MAXILLE & DISTRICT SPORTS COMPLEX

ICE RENTAL AGREEMENT

Contract #: _____

Name of Organization/Renter: _____

Contact Name: _____

Address: _____

Phone #: _____ Email: _____

Purpose of Rental: _____

FOR REGULAR RENTER GROUPS: IN ORDER TO FULFILL ALL ICE REQUESTS AND AVOID UNNECESSARY OVER-BOOKING, REGULAR ICE USERS MAY ONLY REQUEST A MAXIMUM OF 5% MORE ICE TIME THAN WHAT WAS USED THE YEAR PRIOR. PLEASE CONTACT RECREATION DIRECTLY IF YOU WISH TO DISCUSS ICE ALLOTMENTS.

See attached Booking Schedule: _____

OR SELECTED DATES:

Days	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Facility Name							
Times							
Total Hours							

Total Number of Days: _____

Total Number of Hours: _____

Start Date: _____

End Date: _____

Rental Fee: _____

Additional Information: _____

Blackout Dates: _____

Please note that the Township's User Fees & Charges By-law is subject to change.

There are absolutely **NO rentals** on Christmas Day or New Year's Day and **NO access** to the arena if your contracted weekday rental falls on one of these days. Please contact recreation@northglengarry.ca to re-schedule/confirm ice rentals between the December 22 to January 2, Family Day, Spring Break and on any other Statutory Holidays that may fall during the ice rental period.

CONDITIONS OF ICE RENTAL AGREEMENT

This agreement is made between the Township of North Glengarry for the Glengarry Sports Palace or the Maxville and District Sports Complex ("Arena") and the "Renter". It sets out the terms upon which the Arena will allow the Renter the exclusive use of those areas of its facility, according to the specified dates, times and rates.

Payments:

Occasional Rental Times

1. The Renter will be invoiced upon booking. Payment must be received in full prior to the rental.

Standing Rental Times

1. Unless other formal arrangements have been agreed upon by the Township of North Glengarry:
 - 50% of ice rental costs are due prior to the first ice rental and
 - 50% is due prior to January 1, 2021.

An administration fee of \$25.00 (in addition to any bank charges payable) will be charged for any NSF or returned cheques.

Cancellations:

2. Cancellations are as per the Facilities Cancellation Policy (Appendix A) attached.

Dressing Rooms & Ice Surface:

3. The Renter may use 2 dressing rooms per hour of ice rented, and must vacate the assigned dressing room(s) within 30 minutes following the end of the rental period. Any period exceeding the allocated 30 minutes could be billed at the effective hourly rate (in 30 minute blocks).
4. The Renter will instruct all persons from its organization that they shall not enter the ice surface until all ice maintenance is complete and that the arena personnel is off the ice.
Please note that ice rentals include 10 minutes per hour for the Arena staff to resurface the ice.

Waiver, Liability & Insurance:

5. The Renter waives any and all claims that it has or may in the future have against Arena, the Corporation of the Township of North Glengarry, and their employees, administrators, directors, attorneys, agents, officials, volunteers, sponsoring agencies, sponsors, advertisers and assigns (the "Releasees") and to release and indemnify the Releasees from any and all liability for any loss, damage, expense or injury, including death, that may be suffered by the Renter or its guests (employees, spectators, participants, etc) including next of kin, as a result of attendance at the Arena by the Renter or its guests, due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care, including any duty of care owed under the *Occupiers Liability Act*, R.S.O. 1990, c. O.2 on the part of the Releasees, and further including the failure on the part of the Releasees to take reasonable steps to safeguard or protect the Renter or its guests from the risks, dangers and hazards of attending at the Arena.

6. The Renter must provide the Arena with a copy of its liability insurance policy; and will request its insurer to add the Corporation of the Township of North Glengarry as a named insured on Renter's policy.
7. The Arena reserves the right to refuse admission to the premises or request for persons to leave the premises for unsatisfactory conduct.
8. The Renter recognizes and agrees that the Arena and the Corporation of the Township of North Glengarry shall not be held accountable if it fails to meet the obligations of this contract because of a strike, a riot or a civil commotion, a malfunction in the equipment used to maintain the ice surface, a natural disaster or severe weather conditions, a situation beyond control, an order from any public authority or any other reason beyond the control of the Arena.

Incident Reporting:

9. In the event of an incident, the Renter must follow the Incident reporting Procedures described below. An incident includes bodily injury to Renter or its guest (employee, spectator, participants etc.) or damage to Arena property or third party property. A) Call 911 when police, ambulance, fire etc., assistance is required. B) Immediately advise an onsite Arena staff of the incident. If an Arena staff is not readily available for major incidents call 911 to report or, for minor incidents contact an Arena staff member within the next working day.
10. The Renter recognizes and agrees that its guests (employees, spectators, participants, etc) are aware of the emergency procedures and that the Renter has the obligation to ensure these procedures are applied by its guests.

Termination:

11. The Arena may cancel this contract without notice if the Renter does not comply with the terms of this contract and the Arena shall be released from any obligation.
12. The Renter may cancel this contract with a 30 day notice and shall be released from any obligation from the terms of this contract.
13. The Arena may cancel this contract with a 30 day notice and shall be released from any obligation.

Renter Agrees To:

- A. Be solely liable for any damages, deterioration, etc., caused in any way by the Renter or Renter's guests (employees, spectators, participants, etc.), to the buildings, furniture or accessories on or around the rented premises;
- B. It is prohibited for the Renter or its guest from possessing or consuming their own alcoholic beverages on the premises (including the parking lot and fields). The disregard of this article may lead to eviction and the termination of the contract "ZERO TOLERANCE".
Note: The Glengarry Sports Palace has exclusive rights to alcohol service in the Glengarry

Sports Palace. Arrangements must be made in advance with the management regarding all alcohol licenses and service;

- C. Ensure that good sportsmanship prevails in all the activities and help control abusive language or other improper conduct displayed by players or spectators;
- D. Ensure that the dressing rooms are left in a clean and orderly manner or a \$100 cleaning surcharge may apply; and
- E. Offer appropriate support and cooperation to the Arena attendants.

Renter

Date

Director of Community Services or
Community Services Assistant

Date

TOWNSHIP OF NORTH GLENGARRY

HALL RENTAL AGREEMENT

Contract #: _____

Name of Organization/Renter: _____

Contact Name: _____

Address: _____

Phone #: _____ Email: _____

Purpose of Rental: _____

See attached Booking Schedule: _____

OR SELECTED DATES:

Days	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Facility Name							
Times							
Total Hours							

Total Number of Days: _____

Total Number of Hours: _____

Start Date: _____

End Date: _____

Rental Fee: _____

Additional Information: _____

Blackout Dates: _____

Please note that the Fees & Charges By-Laws are subject to change.

Please note that an additional 50% will be applied to cover staffing costs for events that land on holidays.

CONDITIONS OF HALL/FACILITY (OTHER THAN ICE) RENTAL AGREEMENT

This agreement is made between the Corporation of the Township of North Glengarry ("Township") and the "Renter". It sets out the terms upon which Township will allow the Renter the exclusive use of those areas of its facilities, at the dates, times and rates.

Payments:

Occasional Rental Times

2. The Renter will be invoiced upon booking. Payment must be received in full prior to the rental.

Standing Rental Times

3. The Renter will be invoiced monthly for the scheduled bookings. An administration fee of \$25.00 (in addition to any bank charges payable) will be charged for any NSF or returned cheques.

Cancellations:

4. Cancellations are as per the Facilities Cancellation Policy (Appendix A) attached.

Waiver, Liability & Insurance:

5. The Renter waives any and all claims that it has or may in the future have against the Corporation of the Township, and their employees, administrators, directors, attorneys, agents, officials, volunteers, sponsoring agencies, sponsors, advertisers and assigns (the "Releasees") and to release and indemnify the Releasees from any and all liability for any loss, damage, expense or injury, including death, that may be suffered by the Renter or its guests (employees, spectators, participants, etc) including next of kin, as a result of attendance at Township by the Renter or its guests, due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care, including any duty of care owed under the *Occupiers Liability Act*, R.S.O. 1990, c. O.2 on the part of the Releasees, and further including the failure on the part of the Releasees to take reasonable steps to safeguard or protect the Renter or its guests from the risks, dangers and hazards of attending at Township.
6. The Renter must provide Township with a copy of its liability insurance policy; and will request its insurer to add the "Corporation of the Township" as a named insured on Renter's policy.
7. The Township reserves the right to refuse admission to the premises or request for persons to leave the premises for unsatisfactory conduct.
8. The Renter recognizes and agrees that the Township shall not be held accountable if it fails to meet the obligations of this contract because of a strike, a riot or a civil commotion, a malfunction in the equipment used to maintain the ice surface, a natural disaster or severe weather conditions, a situation beyond control, an order from any public authority or any other reason beyond the control of Township.

Incident Reporting:

9. In the event of an incident, the Renter must follow the Incident Reporting Procedures described below. An incident includes bodily injury to Renter or its guest (employee,

spectator, participants etc.) or damage to Township property or third party property. A) Call 911 when police, ambulance, fire etc., assistance is required. B) Immediately advise an onsite GSP staff of the incident. If a Township staff is not readily available for major incidents call 911 to report or, for minor incidents contact a Township staff member within the next working day.

- 10. The Renter recognizes and agrees that its guests (employees, spectators, participants, etc.) are aware of the emergency procedures and that the Renter has the obligation to ensure these procedures are applied by its guests.

Termination:

- 11. The Township may cancel this contract without notice if the Renter does not comply with the terms of this contract and the Township shall be released from any obligation.
- 12. The Renter may cancel this contract with a 30 day notice and shall be released from any obligation from the terms of this contract.
- 13. The Township may cancel this contract with a 30 day notice and shall be released from any obligation.

Renter Agrees To:

- F. Be solely liable for any damages, deterioration, etc., caused in any way by the Renter or Renter's guests (employees, spectators, participants, etc.), to the buildings, furniture or accessories on or around the rented premises;
- G. It is prohibited for the Renter or its guest from possessing or consuming their own alcoholic beverages on the premises (including the parking lot and fields). The disregard of this article may lead to eviction and the termination of the contract "ZERO TOLERANCE". Note: Arrangements must be made in advance with the management regarding all alcohol licenses and service; and
- H. Ensure that the facility, including the kitchen, is left in a clean and orderly manner or a \$100 cleaning surcharge may apply;

Renter

Date

Director of Community Services or
Community Services Assistant

Date

**CORPORATION OF
THE
TOWNSHIP OF NORTH GLENGARRY**

RESOLUTION # _____

DATE: April 14, 2020

MOVED BY: _____

SECONDED BY: _____

THAT the Council of the Township of North Glengarry receives Staff Report No. CS-2020-05; and

THAT Council of the Township of North Glengarry direct staff to not pursue with swimming lessons at Mill Pond.

Carried

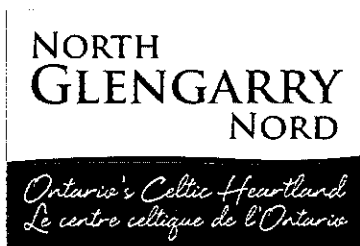
Defeated

Deferred

MAYOR / DEPUTY MAYOR

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

Section 6 Item d



STAFF REPORT TO COUNCIL

Report No: CS-2020-05

April 14, 2020

From: Anne Leduc – Director of Community Services

RE: Swimming Lessons – Mill Pond

Recommended Motion:

THAT the Council for the Township of North Glengarry receives the Staff Report No. CS-2020-05; and

That Council directs staff to not pursue with swimming lessons at Mill Pond.

Background / Analysis:

Staff has been exploring options to bring open water swimming lessons to Mill Pond at Island Park. In order to get a complete sense of the requirements, discussions were had with the Red Cross, the Lifesaving Society, the Township's insurance provider and the Municipality of South Dundas which offers swimming lessons at its Morrisburg beach.

A study of the requirements under the Ontario Waterfront Safety Standards was also performed. These standards are governed by the Lifesaving Society.

Red Cross Requirements

In order to offer swimming courses, the Township is required to complete a Partner Training Application and submit it to the Red Cross for review. The application process takes between 4 to 6 weeks and the cost is \$250.00. Swim classes are divided into 10 lessons.

After a quick review of the swim courses offered, staff expects that the best options would be the following given that participants would most likely come from the Summer Camp and Staff proposes to run two sessions of 3 levels:

Session 1:

- RCSK 1 – At least 5 years of age, no previous swimming experience required
- RCSK 2 – At least 5 years of age, and successful completion of the skills in Red Cross Swim Kids 1 OR successful completion of Red Cross Swim Preschool Sunfish
- RCSK 3 – At least 5 years of age, and successful completion of the skills in Red Cross Swim Kids 2 OR successful completion of Red Cross Swim Preschool Crocodile

Session 2:

- RCSK 2 – At least 5 years of age, and successful completion of the skills in Red Cross Swim Kids 1 OR successful completion of Red Cross Swim Preschool Sunfish
- RCSK 3 – At least 5 years of age, and successful completion of the skills in Red Cross Swim Kids 2 OR successful completion of Red Cross Swim Preschool Crocodile
- RCSK 4 – At least 5 years of age, and successful completion of the skills in Red Cross Swim Kids OR successful completion of Red Cross Swim Preschool Whale

An overseeing lifeguard must be present at all times during the swim lessons in addition to the instructor lifeguard.

Lifesaving Society Requirements

Further to an evaluation of the use of the beach at Mill Pond, the Township would presently be considered as an “Equipped” waterfront. In order to offer swimming lessons the beach status would change from that of an equipped waterfront to a Lifeguarded waterfront which has the following requirements:

- Lifeguards shall be on duty and in position at all times during the hours of supervision;
- Signage that is clearly visible to patrons indicating the hours of supervision;
- Equipment:
 - Lifeguard chair with canopy for the sun;
 - A dedicated emergency cellphone with posted emergency numbers;
 - A megaphone;
 - A rescue aid such as a rescue can or tube for each lifeguard;
 - At least 1 buoyant throwing assists with a 15 metre buoyant line attached;
 - At least 1 reaching pole at least 3 metres in length.
 - A paddleboard;
 - Skin-diving equipment including mask, fins and snorkel for water searches;
 - Binoculars;
 - Beach Flags to indicate water condition.

The Lifeguarded waterfront designation requires that:

- The beach be lifeguarded during a defined period of time and this information communicated to users of that space.
- Staff hired for this facility have the added certification of Open Water in addition to their regular Lifeguard certification.

During the Lifeguarded period, lifeguards must be relieved by another Open Water certified lifeguard during their breaks and their lunch period. Depending on the length of the Lifeguarded period staff expects that it will required the hiring 3 lifeguards working between 35 – 40 hours per week to cover the lifeguarded periods at the beach during a 9 week period which is Sunday to Saturday, 7 days a week for 9 weeks from 10 am to 5 pm.

Municipal Insurance Provider

We have received confirmation that there would be no additional insurance costs to run this program through the municipality.

Summary of discussions with South Dundas

Staff was advised this South Dundas was having increased difficulty in hiring and retaining lifeguards for the summer period at Morrisburg beach. As an incentive, they are paying for the Open Water Certification for the Lifeguards.

At the start of this analysis, the then Director of Recreation for South Dundas indicated that there was a possibility that swim lessons would no longer be offered due to the high cost to have a Lifeguarded waterfront and that they were exploring reverting to an Equipped beach status.

Alternatives:

Option 1 – Recommended – That Council directs staff to not pursue with the swimming lessons at Mill Pond.

OR

Option 2 – Not recommended – That Council directs staff to pursue with the swimming lessons at Mill Pond.

Financial Implications:

The cost assessed to offer swimming lessons is higher than what was included in the 2020 budget which basically covers the cost of equipment and some training.

The table below gives a break-down of costs to hire three Open-Water Certified Lifeguards with Monday to Friday shifts from 10 am to 5 pm and Saturday and Sunday Shifts from 11 am to 6 pm. We would target a maximum of 6 children per class which is the maximum ratio with one overseeing lifeguard and one instructor lifeguard.

Staff for 7 hours/day for 7 days for a 9 week period Equipment & Supplies	Unit	Total for 9 weeks
Lifeguard 1	\$600	\$5,400
Lifeguard 2	\$600	\$5,400
Lifeguard 3	\$600	\$5,400
Open Water Certification training Lifeguard 1	\$1,000	\$1,000
Open Water Certification training Lifeguard 2	\$600	\$600
Open Water Certification training Lifeguard 3	\$600	\$600
Equipment	\$3,000	\$3,000
Partner Application Red Cross	\$250	\$250
Session 1 Badges, Report Cards, Certificates	\$150	\$150
Session 2 Badges, Report Cards, Certificates	\$150	\$150
	TOTAL:	\$21,950

Attachments & Relevant Legislation:

Relevant Legislations:

- Red Cross Canada Swimming & Water Safety National Program Standards
- Lifesaving Society Ontario Waterfront Safety Standards

Others consulted:

Kimberley Goyette – Director of Finance

Signed by Sarah Huskinson – Chief Administrative Officer / Clerk

**CORPORATION OF
THE
TOWNSHIP OF NORTH GLENGARRY**

RESOLUTION # _____

DATE: April 14, 2020

MOVED BY: _____

SECONDED BY: _____

THAT the Council of the Township of North Glengarry receives Staff Report No. CS-2020-06; and

THAT Council of the Township of North Glengarry directs the Chief Administrative Officer and the Director of Community Services to enter into a contract with MDB Insight for the Township of North Glengarry's Development and Marketing Strategy; conditional on MDB Insight honouring the firm price quoted in the bid submission for a period of six months after the awarding of the contract and a start extension to match that same period of time..

Carried

Defeated

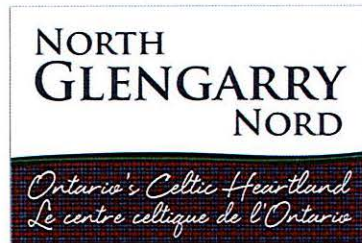
Deferred

MAYOR / DEPUTY MAYOR

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

YEA	NEA
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Section 6 Item e



STAFF REPORT TO COUNCIL

Report No: CS-2020-06

April 14, 2020

From: Anne Leduc – Director of Community Services

RE: Awarding of contract for the Development and Marketing Strategy

Recommended Motion:

THAT the Council for the Township of North Glengarry receives the Staff Report No. CS-2020-06; and

THAT Council directs the Chief Administrative Officer and the Director of Community Services to enter into a contract with MDB Insight for the Township of North Glengarry's Development and Marketing Strategy; conditional on MDB Insight honouring the firm price quoted in the bid submission for a period of six months after the awarding of the contract and a start extension to match that same period of time.

Background / Analysis:

Council created the new Community Development Committee (Committee) in February 2019. In the course of the meetings, the members of the Committee identified the conception of a Development and Marketing Strategy as an item of importance to support the growth and economic viability of the community. The Corporate Strategy, adopted in October 2019, identified the following points under the Strategic Objective "Ensure the Township is ready for business development and residential growth":

- Point 1 - Develop a plan to attract residential development across all demographics in Maxville and Alexandria following the completion of the infrastructure projects.
- Point 3 - Showcase the Township's readiness for industrial and commercial business through a marketing plan.

The Township's Economic Development Strategy lists the support the retention and attraction of local businesses and its readiness for growth, as key elements for successful economic development for the municipality.

The Community Development Committee prepared the Development and Marketing Strategy Request for Proposals which was issued on March 3, 2020 with a closing date of March 27, 2020.

Four proposals were received which were scored by the eight members of the Community Development Committee. Total scores are represented as well as the final percentage based on 100.

	TOTAL SCORE	SCORE/100
Cat's Cove Communications	653	81.63
MDB Insight	736	92.00
Strexer Harrop and Associates	594	74.25
T D Graham + Associates	289	36.13

Further to the numbers received from the Committee members and their comments, staff recommends that the contract be awarded to MDB Insight.

The Committee has requested two modifications to the scope of the project, given the existing situation with COVID-19, which was not present at the time the Request for Proposals was issued.

1. The Committee requests that MDB Insight honours their price for a period of six months from the awarding of the contract; and
2. The Committee requests that MDB Insight allows for a start extension for a period up to six months from the awarding of the contract.

The intent is for the project to start within this six-month timeframe, with the expectation that the market and environment will have had an opportunity to stabilize between now and then. This would allow the successful firm to capture credible and accurate data for this project that might otherwise be negatively impacted because of the COVID-19 crisis.

Options:

Recommended – That Council directs the Chief Administrative Officer and the Director of Community Services to enter into a contract with MDB Insight for the Township of North Glengarry's Development and Marketing Strategy; conditional on MDB Insight honouring the firm price quoted in the bid submission for a period of six months after the awarding of the contract and a start extension to match that same period of time.

OR

Not Recommended – That Council not support this recommendation.

Financial Implications:

During the 2020 Budget exercise Council approved the sum of \$30,000.00 as part of the Economic Development Capital Projects. The bid price of \$29,318.00 (excluding HST) falls within the budget that was allotted by Council.

The modifications to the contract regarding firm pricing for six months and that the project starts within the six month timeframe is based on the expectation that the market and environment will have stabilized by then. In the event that that is not the case, MDB Insight would be given the opportunity to decline the contract and staff would issue a new Request for Proposals.

Attachments & Relevant Legislation:

- Corporate Strategy Plan (document available on the website)
- North Glengarry's Economic Development Strategy (document available on the website)

Others consulted:

Kimberley Goyette – Director of Finance

Signed by Sarah Huskinson – Chief Administrative Officer / Clerk

**CORPORATION
THE
TOWNSHIP OF NORTH GLENGARRY**

RESOLUTION # _____

DATE: April 14, 2020

MOVED BY: _____

SECONDED BY: _____

THAT the Council of the Township of North Glengarry receives Staff Report No. CS-2020-07; and

THAT Council of the Township of North Glengarry supports that grants allocated through the Community Grants and the North Glengarry Municipal Budget be maintained for organizations that plan to postpone their events to later in 2020 with the understanding that:

- Staff will report regularly to Arts, Culture and Heritage Committee during their meetings and to Council through the Committee of the Whole Community Services Workplan Report;
- In the event that an activity is cancelled, sums to be returned to the Township will be exclude expenses that have already been incurred;
- Organizations funded through the Community Grants that plan to postpone their events to 2021 will be required to reapply to that fund.

Carried

Defeated

Deferred

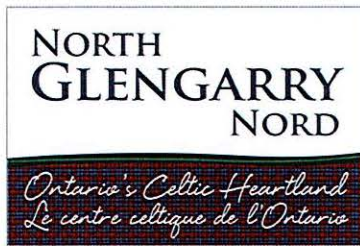
MAYOR / DEPUTY MAYOR

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

YEA

NEA

Section 6 Item f



STAFF REPORT TO COUNCIL

Report No: CS-2020-07

April 14, 2020

From: Anne Leduc – Director of Community Services

RE: Grants to organizations through the Community Grants and Municipal Budget

RECOMMENDED MOTION:

THAT the Council for the Township of North Glengarry receives the Staff Report No. CS-2020-07; and

THAT Council supports that grants allocated through the Community Grants and the North Glengarry Municipal Budget be maintained for organizations that plan to postpone their events to later in 2020 with the understanding that:

- Staff will report regularly to Arts, Culture and Heritage Committee during their meetings and to Council through the Committee of the Whole Community Services Workplan Report;
- In the event that an activity is cancelled, sums to be returned to the Township will exclude expenses that have already been incurred;
- Organizations funded through the Community Grants that plan to postpone their events to 2021 will be required to reapply to that fund.

BACKGROUND / ANALYSIS:

At its November 4, 2019 meeting, the Arts, Culture and Heritage Committee recommended to Council that eight organizations receive funding through the Community Grants Program.

Given the circumstances surrounding the COVID-19 situation, staff contacted the recipients to discuss contingency plans for these events.

The listing included in this report highlights actions by these groups at this time. The report also includes an update on other organizations that receive funding through the North Glengarry municipal budget.

As indicated, one event that was planned for late April has been cancelled outright. There are a few more that are on the verge of being cancelled. Others have plans to postpone events until the fall, and in some cases, modify their event slightly to accommodate available venues and the climate. In most instances though, funds received either through the Community Grants or through the Municipal Budget have already been spent for marketing and advertising or committed for operational needs.

At its April 6th, 2020 Arts, Culture and Heritage Committee meeting, the group supported that a report be submitted to Council advising of the hardships that the COVID-19 situation has caused to these organizations and that their events are impacted through no fault of their own.

OPTIONS:

Recommended – THAT Council supports that grants allocated through the Community Grants and the North Glengarry Municipal Budget be maintained for organizations that plan to postpone their events to later in 2020 with the understanding that:

- Staff will report regularly to Arts, Culture and Heritage Committee during their meetings and to Council through the Committee of the Whole Community Services Workplan Report;
- In the event that an activity is cancelled, sums to be returned to the Township will exclude expenses that have already been incurred;
- Organizations funded through the Community Grants that plan to postpone their events to 2021 will be required to reapply to that fund.

OR

Not recommended – That Council not support this recommendation.

FINANCIAL IMPLICATIONS:

These funds were approved for the Community Grants and during the budget exercise in January 2020 by Council have been disbursed by the Township to the recipients. There would be no impact on the budget at this time though the organizations are made aware that funds are to be used for specified approved events and only those that are expected to occur by the end of the year 2020. Events funded through the Community Grants and postponed to 2021 would be required to return any remaining funds and re-apply to the 2021 Community Grants Program.

LEGISLATION / ATTACHMENTS:

Listing of organizations that received funding through the Community Grants or through the North Glengarry Municipal 2020 Budget

OTHERS CONSULTED:

Kimberley Goyette – Director of Finance

Signed by Sarah Huskinson – Chief Administrative Officer / Clerk

Organization	Event	Community Grants Allocation	Comments	Funds spent to date or committed	Amount remaining
Centre Lochiel Centre	Creation of a mini Bunnock tournament in September. Families would be invited to learn about the game of Bunnock prior to the event over several weeks in the summer.	\$3,500.00		\$3,500.00	\$0
Dalkeith Historical Society	Old Fashion Barn Dance on the Robertson Clark property on May 23rd. Live entertainment includes square dancing, camp fire, photo booth, hay bale tossing, food.	\$1,500.00	Plans to move event to October 2020.	\$1,500.00	\$0
Friends of the King George Park	Movie in the Park - three movie series for Summer 2020 in the King George Park. Free admission and profits from the concession stand would go towards the fundraising for the KGP.	\$850.00	No plans to make changes as of yet.	\$850.00	\$0
Glengarry Artists Collective	Art in the square and on Main Street to support the Glengarry Heritage Route Tour 2020 through WOW exhibition. Art Market, Materials for individuals to try their hand at art. Entertainment.	\$3,235.00	The GAC is in wait & see mode (not postponing as yet). They have concerns if the event is postponed to 2021 that Main Street might be under construction.	\$3,235.00	\$0
Glengarry Earth Day	Community groups will participate in Earth Day Event to which all are invited. The theme is "100 solutions for reducing greenhouse gases".	\$1,000.00	The event was cancelled. The group will be returning the funds to the Township.	\$0	\$1,000.00
Glengarry Historical Society et al.	Creation of three historical marker signs in recognition of AJF MacDonald at three locations - Garry Fen, the Armoury and the Glengarry War Memorial.	\$2,800.00	Not impacted	\$2,800.00	\$0

Kenyon Agricultural Society	Support the Maxville Fair - Children's education & activities and tent.	\$3,500.00	Most likely to get cancelled soon. All funds have been spent or allocated as deposits. Unsure at this point if deposits are reimbursable or held over for 2021.	\$3,500.00	\$0
MCM Festival	Creation of a Celtic Fair in May 2020 on the arena floor at the Glengarry Sports Palace. Event will be held on Friday (includes dance party) and Saturday (music).	\$3,500.00	Contingency plan to hold several smaller concerts in the Fall. This way, the "Festival" stays alive and creates momentum for a May 2021 festival.	\$2,200.00	\$1,300.00

Organization	Event	Budget Allocation	Comments	Funds spent to date or committed	Amount remaining
Kenyon Agricultural Society	Glengarry Highland Games.	\$3,000.00	Most likely to get cancelled soon. All funds have been committed. Unsure at this point if funds can be held over for 2021.	\$3,000.00	\$0
Glengarry Pioneer Museum	Funding is used to pay for utilities and insurance.	\$31,000.00	These funds are already committed. Spring and early summer events are under review and may be postponed to the Fall.	\$31,000.00	\$0
Glengarry County Archives	Funding is used for operations.	\$20,000.00	These funds are already committed.	\$20,000.00	\$0
Municipal Recreation Associations	Apple Hill, Dunvegan, Dalkeith and Glen Robertson Recreation Associations will definitely be affected due to the hall rentals and liquor sale stoppages for unforeseeable future and the cancellation or postponement of fundraising events such as spring yard sale, July 1st, etc. These facilities still have recurring monthly expenses even though the facilities are closed to the public at this time. These facilities still have recurring monthly expenses even though the facilities are closed to the public at this time. The other associations, Alexandria, Father Gauthier, Glen Sandfield, Greenfield, Laggan, and Maxville will see their fundraising opportunities curtailed also.				

**CORPORATION OF
THE
TOWNSHIP OF NORTH GLENGARRY**

RESOLUTION # _____

DATE: April 14, 2020

MOVED BY: _____

SECONDED BY: _____

THAT the Council of the Township of North Glengarry receives Staff Report No. CS-2020-08; and

THAT Council of the Township of North Glengarry approves the recommendation from the Arts, Culture and Heritage Committee for an additional six (6) month extension from May 12, 2020 to November 12, 2020 to for the Community Improvement Plan project at 1645 County Road 30 in Greenfield.

Carried

Defeated

Deferred

MAYOR / DEPUTY MAYOR

Deputy Mayor: Carma Williams

Councillor: Jacques Massie

Councillor: Brenda Noble

Councillor: Jeff Manley

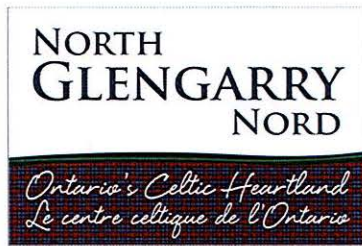
Councillor: Johanne Wensink

Mayor: Jamie MacDonald

YEA

NEA

Section 6 Item g



STAFF REPORT TO COUNCIL

Report No: CS-2020-08

April 14, 2020

From: Anne Leduc – Director of Community Services

RE: Request to extend the deadline for the Community Improvement Plan project located at 1645 County Road 30, Greenfield ON

RECOMMENDED MOTION:

THAT Council receives the Staff Report No. CS-2020-08; and

THAT Council approves the recommendation from the Arts, Culture and Heritage Committee for an additional six (6) month extension from May 12, 2020 to November 12, 2020 to for the Community Improvement Plan project at 1645 County Road 30 in Greenfield.

BACKGROUND / ANALYSIS:

On June 11, 2018, Council approved the Community Improvement Plan Application for the former Kenyon Township Office building that now belongs to the Glengarry Pioneer Museum in the amount of:

- \$5,000 under Program B - Building Improvement and Infill Grant for the re-pointing of the stone on the façade (This program has been finalized and closed out).
- \$555.18 under Program D – Public Art for the production of a cast aluminum plaque and window art.

Due to a delay in the installation of public art in the windows at the former Kenyon Township Office building, the applicants have requested a six (6) month extension to complete this project. This request was approved by Council on November 12, 2019. This extension carried over into the present COVID-19 crisis which dictates that all non-essential services be discontinued. The production and installation of the final pieces are deemed as non-essential and as such Staff recommends that an additional six (6) month extension be granted.

Examples of the type of art that may be selected for the two south windows



Public Art Component:
Two of the images below to be selected to be featured in the two remaining vacant windows on façade facing the parking lot (South side).



ALTERNATIVES:

Option 1 Recommended – That Council approves the recommendation from the Arts, Culture and Heritage Committee for an additional six (6) month extension from May 12, 2020 to November 12, 2020 to for the Community Improvement Plan project at 1645 County Road 30 in Greenfield.

OR

Option 2: Not recommended – THAT Council does not approve this request.

FINANCIAL IMPLICATIONS:

The sum of \$555.18 was allocated by resolution of Council on June 11, 2018 for the property located at 1645 County Road 30 in Greenfield .There is no impact on the Community Improvement Plan Budget as these funds are kept in reserve from year to year.

ATTACHMENTS / RELEVANT LEGISLATION:

Relevant Legislation - Township of North Glengarry Community Improvement Plan

Others consulted:

Kimberley Champigny – Director of Finance / Treasurer

Signed by Sarah Huskinson – Chief Administrative Officer / Clerk

**CORPORATION OF
THE
TOWNSHIP OF NORTH GLENGARRY**

RESOLUTION # _____

DATE: April 14, 2020

MOVED BY: _____

SECONDED BY: _____

THAT the Council of the Township of North Glengarry receives Staff Report No. BP-2020-09; and

THAT Council of the Township of North Glengarry adopt Zoning By-law Z-01-2020 and that by-law Z-01-2020 be read a first, second, third time and enacted in Open Council this 14th day of April 2020.

Carried

Defeated

Deferred

MAYOR / DEPUTY MAYOR

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

YEA	NEA
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Section 6 Item h



STAFF REPORT TO COUNCIL

Report No: BP-2020-09

April 14th, 2020

From: Kasia Olszewska, Planner

RE: ZONING AMENDMENT Z-01-2020
LOCATION – Plan 2 Park Lot 4 (349-357 Dominion Street South, Alexandria)
OWNER – Madeleine Chartrand Forgues

Recommended Motion: That the Council of the Township of North Glengarry adopt Zoning By-Law # Z-01-2020

Background / Analysis: An application for a zoning amendment request was presented to the Planning Committee on March 9th, 2020. 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 March 9th, 2020, 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-01-2020
- Resolution of March 9th, 2020
- Planning Committee Report from March 9th, 2020

Signed by: Sarah Huskinson – CAO/Clerk

THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY

BY-LAW NO. Z-01-2020

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

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

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

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

1. Notwithstanding the provisions of Section 5.1 to the contrary, on the lands described as being Plan 2 Park Lot 4 (349-357 Dominion Street South, Alexandria) Township of North Glengarry zoned Residential 1 on Schedule "A" attached hereto, the following provisions shall apply:

Special Exception Residential (R1-4):

- i) permit the legal non-conforming use of three mobile homes to continue
 - ii) permit the minimum required lot frontage reduction from 15m to 12m
 - iii) permit the minimum required front yard depth reduction from 6m to 4m
2. That Schedule "C" of By-Law 39-2000 is hereby amended by changing the "R1" Zone Symbol on the subject lands to "R1-4" 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 14th day of April, 2020.

CAO/Clerk/Deputy Clerk

Mayor/Deputy Mayor

I, hereby certify that the forgoing is a true copy of By-Law No. Z-01-2020, duly adopted by the Council of the Township of North Glengarry, on the 14th day of April, 2020.

Date Certified

Clerk / Deputy Clerk

SCHEDULE "A"
TO BY-LAW NUMBER Z-01-2020

Legend
Subject Lands
Zone Change from "R1" to "R1-4"



**Plan 2 Park Lot 4, Alexandria
Township of North Glengarry
United Counties of Stormont, Dundas & Glengarry**

**This is Schedule "A" to By-Law Z-01-2020
Passed this 14th day of April, 2020**

Mayor/Deputy Mayor

CAO/Clerk/Deputy Clerk

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

Date: March 9th, 2020

To: Planning Committee Members

From: _____
Kasia Olszewska – Planner

Sarah Huskinson - CAO/Clerk

Re: Zoning Amendment Z-1-2020

Owner: Madeleine Chartrand Forgues

Property Location: Plan 2 Park Lot 4 (349-357 Dominion Street South, Alexandria)

Official Plan designation: Residential District

Zoning designation: Residential (R1)

Purpose of application: To re-zone the subject lands from Residential (R1) to Residential Special Exception (R1-4) to: (1) bring the existing legal non-conforming use of three mobile homes into conformity with the Zoning By-law, (2) to permit the minimum required lot frontage reduction from 15m to 12m, and (3) the minimum required front yard depth reduction from 6m to 4m, as required by Consent Applications B-108/19 and B-109/19.

Discussion:

The proposed zoning by-law amendment is consistent with the Provincial Policy Statement (2014):

Policy 1.1.3.4 regarding *promoting appropriate development standards which facilitate intensification, redevelopment, and compact form, while avoiding or mitigating risk to public health and safety.*

Policy 1.1.3.2. *Land use patterns within "Settlement Areas" shall be based on:*

a) densities and a mix of land uses which:

- 1. efficiently use land and resources;*
- 2. are appropriate for, and efficiently use, the infrastructure and public service facilities which are planned or available.*

The proposed zoning amendment promotes the efficient use of land and is appropriate for and makes efficient use of infrastructure such as the municipal water and sanitary services. The existing mobile homes are connected to municipal water and sanitary services.

The legal non-conforming use on the subject lands conforms to the requirements contained in Section 8.12.12.1 of the SDG Counties Official Plan regarding legal non-conforming uses. Namely, the three mobile homes were established about 30 years ago, prior to the passing of the current Zoning By-law. The use has also continued without interruption from the date of its establishment. The mobile home use will not be expanded or changed.

Due to Consent Applications B-108/19 and B-109/19 severing the subject lands into a total of three lots, a relief from the Zoning By-law requirements to permit a reduction of the minimum lot frontage and minimum front yard depth is necessary. The reduction is desirable for the surrounding area, as it is similar in character and lot size to the three adjacent lots to the south, also containing mobile homes.

The lands adjacent to the subject lands are zoned “Residential (R1)” to the north, west and south, and “Residential (R1-h)” to the east. The mobile home use is complementary and compatible with the adjacent land uses, also being mobile homes to the north and south.

Recommendation: It is the recommendation of the Planning Department that the application Z-01-2020 be forwarded to the Council of the Township of North Glengarry for further consideration and approval.

**CORPORATION OF
THE
TOWNSHIP OF NORTH GLENGARRY**

RESOLUTION # _____

DATE: April 14, 2020

MOVED BY: _____

SECONDED BY: _____

THAT the Council of the Township of North Glengarry receives Staff Report No. BP-2020-10; and

THAT the Council of the Township of North Glengarry adopt Delegation of Authority By-law 16-2020, to delegate certain Planning Committee, Committee of Adjustment and Council of North Glengarry authority to the Chief Administrative Officer; and

THAT by-law 16-2020 be read a first, second, third time and enacted in Open Council this 14th day of April 2020.

Carried

Defeated

Deferred

MAYOR / DEPUTY MAYOR

Deputy Mayor: Carma Williams

Councillor: Jacques Massie

Councillor: Brenda Noble

Councillor: Jeff Manley

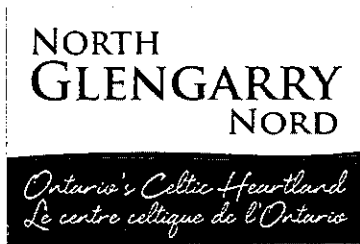
Councillor: Johanne Wensink

Mayor: Jamie MacDonald

YEA

NEA

Section 6 Item i



STAFF REPORT TO COUNCIL

Report No: BP-2020-10

April 14th, 2020

From: Kasia Olszewska, Planner
Jacob Rhéaume, Director of Building, By-law & Planning

RE: Delegation of Authority By-law 16-2020

Recommended Motion: That the Council of the Township of North Glengarry adopt Delegation of Authority By-law 16-2020, to delegate certain Planning Committee, Committee of Adjustment and Council of North Glengarry authority to the Chief Administrative Officer.

Background / Analysis: The by-law will provide certain delegations of authority from the Planning Committee, Committee of Adjustment and Council of North Glengarry to the Chief Administrative Officer (CAO) to ensure that the administration of the Township can rapidly respond to the current and evolving challenges being experienced with the COVID-19 pandemic.

The World Health Organization has declared COVID-19 a global pandemic. The Provincial Government of Ontario has declared a State of Emergency in accordance with the Emergency Management and Civil Protection Act, R.S.O. 1990, c. E.9. The United Counties of Stormont, Dundas and Glengarry have also declared a State of Emergency.

As there are no restrictions from the Province regarding new planning applications, the Planner is still able to accept applications and process them. Many of the applications have timelines and these still need to be respected. The Planner is strongly emphasizing the fact that everything is delayed, potentially including meetings, for the applicant to know that timelines may have to be extended or modified.

This By-law would give the authority to the CAO to approve, amend, extend and execute agreements relating to the usual operations of the Planning Department, essentially where staff knows it's a formality, but a necessary one to get the applications processed and to avoid unnecessary delays during this crisis. The CAO would only approve an application, a document or conditions where there is no impact on the public and non-sensitive to any neighboring properties or owners.

Therefore, the CAO and the Building, By-law & Planning Department deems it desirable and efficient to delegate certain powers pursuant to the restrictions and provisions of the By-law, under the current pandemic circumstances. Staff agreed that the Delegation of Authority By-law will be only used for Planning Act Applications that are administrative in nature, and, are not controversial with the general public. The by-law will only be used during the declared COVID-19 pandemic.

Section 23.1(1) of the Municipal Act, 2001 S.O. 2001, c.25 provides that a municipality can delegate its powers and duties under it or under any other Act to a person or body subject to certain restrictions.

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:

Delegation of Authority By-law 16 -2020

Signed by Sarah Huskinson – CAO/Clerk

THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY

BY-LAW NO. 16-2020

BEING A BY-LAW TO DELEGATE VARIOUS PLANNING APPROVALS TO THE CHIEF ADMINISTRATIVE OFFICER AND TO ADOPT CERTAIN PROCEDURES FOR THE PROCESSING OF PLANNING APPLICATIONS SUBJECT TO DELEGATED AUTHORITY.

WHEREAS Section 23.1 of the Municipal Act, 2001, as amended, authorizes a municipality to delegate some of those powers and duties to a person or body subject to the restrictions of the Act;

AND WHEREAS section 23.1 of the Municipal Act, 2001, as amended, permits the delegation of powers subject to such conditions and limits as Council considers appropriate and such limits can include conditions, approvals and appeals that apply to the power delegated;

AND WHEREAS Section 23.2 of the Municipal Act, 2001, permits the delegation of a legislative power to an individual where, in the opinion of the Council, the power being delegated is minor in nature;

AND WHEREAS Section 41 of the Planning Act, Subsection 13b provides delegation to an appointed officer of the Municipality identified in the by-law either by name or position occupied; any of Council's powers or authorized in this section;

AND WHEREAS the Council of The Township of North Glengarry deems it appropriate to delegate authority to approve zoning by-law amendments, minor variances, site plan control agreements, and land severance consent conditions;

NOW THEREFORE BE IT RESOLVED that the Council of The Township of North Glengarry enacts as follows:

1) DEFINITIONS

- a) "CAO" means the individual appointed by by-law to the position of Chief Administrative Officer (CAO) to generally manage the corporate affairs of the Township of North Glengarry.
- b) "Clerk" means the Clerk and Deputy Clerk of the Township and/or designate.
- c) "Council" means the Council of the Corporation of the Township of North Glengarry acting as per the Municipal Act as the governing body of the Township, comprised of seven members; Mayor, Deputy Mayor and five Councillors.
- d) "Mayor" means the Head of Council as defined in the Municipal Act, 2001, of the Township of North Glengarry
- e) "Township" means the Township of North Glengarry.

2) GENERAL APPLICATION OF THIS BY-LAW

2.1 That upon coming into force of this by-law, the CAO has in lieu of Council of the Township of North Glengarry, all powers and rights in respect of the authority hereby delegated, and the CAO shall be responsible for all matters pertaining thereto, subject always to the terms and limitations of any applicable Act or by-law.

2.2 That the CAO is authorized to do all acts necessary to carry out the authority vested in the CAO pursuant to this by-law, including affixing his/her signature as required to all documents and plans.

2.3 Notwithstanding the delegation of approval authority in 3.1 and 3.2, an application shall be approved by Council where so requested by either Council, the CAO or the applicant.

2.4 The Mayor and the Clerk of the Township are hereby authorized to sign any agreement(s) and by-law(s) which are brought forward to Council or the CAO for approval.

3) AUTHORIZED DELEGATION

3.1 That the Planning Committee, Committee of Adjustment and Council of North Glengarry hereby delegates to the Chief Administrative Officer the authority to approve, amend, extend and execute agreements relating to the usual operations of the Planning Department, provided that such agreements are within the approved department's programs and objectives and are within approved budget limits or form part of a project which has otherwise been authorized by Council. Such agreements, shall, where deemed appropriate by the CAO, be reviewed by legal counsel.

3.2 These agreements and/or documents include, but are not limited to the following:

- a) Zoning by-law Amendments
- b) Minor Variances
- c) Site Plan Development Agreements
- d) Land Severance/Consent conditions approvals

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

CAO/Clerk / Deputy Clerk

Mayor

I hereby certify this to be a true copy of By-law 16-2020, and that such by-law is in full force and effect.

Date Certified

CAO/Clerk / Deputy Clerk

Section 7

UNFINISHED

BUSINESS

Section 8

CONSENT AGENDA

Section 9

NEW BUSINESS

Section 10

NOTICE OF MOTION

Section 11

QUESTION PERIOD

Section 12

CLOSED SESSION

BUSINESS

Section 13

CONFIRMING BY-LAW

**CORPORATION OF
THE
TOWNSHIP OF NORTH GLENGARRY**

RESOLUTION # _____

DATE: April 14, 2020

MOVED BY: _____

SECONDED BY: _____

That the Council of the Township of North Glengarry receive By-law 18-2020; and

That Council adopt by-law 18-2020 being a by-law to adopt, confirm and ratify matters dealt with by Resolution and that By-law 18-2020 be read a first, second, third time and enacted in Open Council this 14th day of April 2020.

Carried

Defeated

Deferred

MAYOR / DEPUTY MAYOR

YEA

NEA

Deputy Mayor: Carma Williams

Councillor: Jacques Massie

Councillor: Brenda Noble

Councillor: Jeff Manley

Councillor: Johanne Wensink

Mayor: Jamie MacDonald

Section 13 Item a

THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY

**BY-LAW 18-2020
FOR THE YEAR 2020**

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

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

WHEREAS it is deemed expedient that the proceedings, decisions and votes of the Council of the Corporation of the Township of North Glengarry at this meeting be confirmed and adopted by by-law;

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

1. **THAT** the action of the Council at its regular meeting of April 14, 2020 in respect to each motion passed and taken by the Council at its meetings, is hereby adopted, ratified and confirmed, as if each resolution or other action was adopted, ratified and confirmed by its separate by-law; and;
2. **THAT** the Mayor and the proper officers of the Township of North Glengarry are hereby authorized and directed to do all things necessary to give effect to the said action, or to obtain approvals where required, and except where otherwise provided, The Mayor and the Clerk are hereby directed to execute all documents necessary in that behalf and to affix the corporate seal of the Township to all such documents.
3. **THAT** if due to the inclusion of a particular resolution or resolutions this By-law would be deemed invalid by a court of competent jurisdiction then Section 1 to this By-law shall be deemed to apply to all motions passed except those that would make this By-law invalid.
4. **THAT** where a "Confirming By-law" conflicts with other by-laws the other by-laws shall take precedence. Where a "Confirming By-Law" conflicts with another "Confirming By-law" the most recent by-law shall take precedence.

READ a first, second and third time, passed, signed and sealed in Open Council this 14th day of April 2020

CAO/Clerk / Deputy Clerk

Mayor / Deputy Mayor

I, hereby certify that the forgoing is a true copy of By-Law No. 18-2020, duly adopted by the Council of the Township of North Glengarry on the 14th day of April 2020.

Date Certified

CAO/Clerk / Deputy Clerk

Section 14

ADJOURN

**CORPORATION OF
THE
TOWNSHIP OF NORTH GLENGARRY**

RESOLUTION # _____

DATE: April 14, 2020

MOVED BY: _____

SECONDED BY: _____

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

Carried

Defeated

Deferred

MAYOR / DEPUTY MAYOR

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

YEA	NEA
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Section 14