

THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY

Regular Meeting of Council

**Monday March 11, 2019 at 7:00 p.m. – Council Chambers
102 Derby Street West, Alexandria, Ontario K0C 1A0**

Draft Agenda

THE MEETING WILL OPEN WITH THE CANADIAN NATIONAL ANTHEM

1. CALL TO ORDER
2. DECLARATIONS OF PECUNIARY INTEREST
3. ACCEPT THE AGENDA (Additions/Deletions) (Carma)
4. ADOPTION OF PREVIOUS MINUTES (Jacques)
 - a) Regular Meeting of Council – February 11, 2019
 - b) Committee of the Whole Meeting – February 20, 2019
5. DELEGATION(S)
6. STAFF REPORTS

CAO/Clerk's Department

- a) Proclaiming April Daffodil Month (Mayor)
- b) Accountability & Transparency Policy (Brenda)
- c) Community Information Centre of Ottawa / 211 Eastern Region (Jeff)
- d) By-law 07-2019 - Fees & Charges By-law (Michel)

Community Services Department

- e) CIPAC Extensions (Johanne)
- f) Liquor Licence – Glen Robertson Recreation Centre (Carma)
- g) Listing 67 Carr Street East Maxville on the Municipal Register (Brenda)
- h) Delegation of Authority for CIP Closing (Jeff)

Treasury Department

- i) By-law 09-2019 - TCA Policy (Johanne)
- j) Radio Equipment Lease (Michel)

Fire Department

- k) By-law 08-2019 – Lease of Land for Training Facility (Brenda)

Public Works Department

- l) Service Line Warranties (Jeff)
- m) Booster Station Construction Award (Jacques)
- n) Request for change in Watershed Area for Tile Drainage (Johanne)

7. UNFINISHED BUSINESS

8. CONSENT AGENDA

9. NEW BUSINESS

10. NOTICE OF MOTION

Next Regular Public Meeting of Council

Monday March 25, 2019 at 7:00 p.m. at the Centre Sandfield Centre, 102 Derby Street West, Alexandria, Ontario.

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

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

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

Legal Matters (as this matter deals with litigation or potential litigation, including matters before administrative tribunals affecting the municipality or local board they may be discussed in closed session under sections 239 (2)(e) of the *Ontario Municipal Act*);

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

And adopt the minutes of the Municipal Council Closed Session meeting of February 11, 2019.

13. CONFIRMING BY-LAW

- a) By-law 10-2019 (Carma)

14. ADJOURN (Michel)

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: March 11, 2019

MOVED BY: _____

SECONDED BY: _____

That the Council of the Township of North Glengarry accepts the agenda of the Regular Meeting of Council on Monday March 11, 2019.

Carried

Defeated

Deferred

MAYOR / DEPUTY MAYOR

YEA

NEA

Deputy Mayor: Carma Williams

Councillor: Jacques Massie

Councillor: Brenda Noble

Councillor: Jeff Manley

Councillor: Michel Depratto

Councillor: Johanne Wensink

Mayor: Jamie MacDonald

Section 3

Section 4

ADOPTION OF PREVIOUS MINUTES

**CORPORATION OF
THE
TOWNSHIP OF NORTH GLENGARRY**

RESOLUTION # _____

DATE: March 11, 2019

MOVED BY: _____

SECONDED BY: _____

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

Regular Meeting of Council – February 11, 2019
Committee of the Whole Meeting – February 20, 2019

Carried

Defeated

Deferred

MAYOR / DEPUTY MAYOR

YEA

NEA

Deputy Mayor: Carma Williams

Councillor: Jacques Massie

Councillor: Brenda Noble

Councillor: Jeff Manley

Councillor: Michel Depratto

Councillor: Johanne Wensink

Mayor: Jamie MacDonald

Section 4

THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY

REGULAR MEETING OF COUNCIL

**Monday February 11, 2019 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 February 11, 2019 at 7:00 p.m., with Mayor Jamie MacDonald presiding.

PRESENT: **Deputy Mayor** – Carma Williams
Councillor (Lochiel Ward) – Brenda Noble
Councillor (Kenyon Ward) – Jeff Manley
Councillor (Alexandria Ward) – Michel Depratto
Councillor (Maxville Ward) – Johanne Wensink

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

REGRETS: **Councillor at Large** – Jacques Massie

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

Resolution No. 1

Moved by: Michel Depratto

Seconded by: Brenda Noble

That the Council of the Township of North Glengarry accepts the agenda of the Regular Meeting of Council on Monday February 11, 2019 as amended.

Carried

Addition of the Agenda

5a) **OPP Update**

4. **ADOPTION OF PREVIOUS MINUTES**

Resolution No. 2

Moved by: Carma Williams

Seconded by: Michel Depratto

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

Regular Meeting of Council – January 14, 2019
Special Meeting of Council – January 22, 2019

Carried

5. DELEGATIONS

a) OPP update

Constable MacPherson provided relevant statistics to Council from the OPP detachment.

b) 211 Presentation – John Hoyles

Mr. Hoyles presented the advantages of North Glengarry entering into an agreement with 211 for information and referral services, as well as services provided during an emergency response.

6. STAFF REPORTS

Community Services Department

a) Confirmation of North Glengarry member for the SDG Accessibility Ctee.

Resolution No. 3

Moved by: Johanne Wensink

Seconded by: Jeff Manley

THAT the Council for the Township of North Glengarry receives Staff Report No. CS-2019-02; and

That Council authorizes staff to advise the United Counties of Stormont, Dundas and Glengarry that Mr. R. Tyo from Apple Hill will serve as the Township of North Glengarry's representative on the SDG Accessibility Committee.

Carried

Action – LL

b) Community Kitchens Pilot

Resolution No. 4

Moved by: Brenda Noble

Seconded by: Michel Depratto

THAT the Council for the Township of North Glengarry receives Staff Report No. CS-2019-04; and

THAT Council approves the Community Kitchens pilot between the Township of North Glengarry and the Eastern Ontario Health Unit.

Carried

Action - AL

Treasury Department

c) 2018 Statement of Remuneration and Expenses

Resolution No. 5

Moved by: Michel Depratto

Seconded by: Brenda Noble

THAT the 2018 Statement of Remuneration and Expenses be received for information purposes.

Carried

d) 2019 Operating and Capital Budgets

Resolution No. 6

Moved by: Jeff Manley

Seconded by: Johanne Wensink

THAT Council of The Township of North Glengarry adopts the 2019 Operating and Capital Budgets, as amended, with a net municipal tax levy requirement of \$5,831,033 as summarized in Appendix "A" attached;

AND FURTHER THAT the Council of the Township of North Glengarry adopts the 2019 Water and Wastewater Budget with a next expenditure of \$2,243,236 as summarized in Appendix "B" attached;

AND FURTHER THAT the Council of the Township of North Glengarry sets the new rates for Water and Wastewater for 2019 including a two percent (2%) increase as summarized in Appendix "C" attached.

Carried

Action - KC

Resolution No. 7

Moved by: Jeff Manley

Seconded by: Johanne Wensink

THAT the Council of the Township of North Glengarry approves funding to the Glengarry Pioneer Museum in \$1,000 incremental increases with budgeted operating amounts equaling the following:

- 2020 - \$18,000
- 2021 - \$19,000
- 2022 - \$20,000

Carried

Action – KC/AL

Resolution No. 8

Moved by: Jeff Manley

Seconded by: Johanne Wensink

THAT the Council of the Township of North Glengarry, caps the Contribution to Minor Sports Subsidy at the budgeted amount of \$8,000 for 2019; and

FURTHERMORE, this subsidy will be eliminated from the 2020 budget.

Carried

Action – KC/AL

Planning/Building & By-law Enforcement Department

e) By-law Z-02-2019 – Zoning Amendment

Resolution No. 9

Moved by: Carma Williams

Seconded by: Michel Depratto

That Council of the Township of North Glengarry receive Staff Report BP-2019-03; and

That By-law Z-02-2019 be read a first, second and third time and enacted in Open Council this 11th day of February, 2019.

Carried

Action - JR

f) AGCO License for Wood Brothers Brewing Company

Resolution No. 10

Moved by: Johanne Wensink

Seconded by: Jeff Manley

THAT the Council for the Township of North Glengarry receives the Staff Report No. BP-2019-04,

AND THAT the Council for the Township of North Glengarry supports the application of winery, brewery or distillery for a AGCO "By The Glass" – Manufacturer's Limited Liquor Sales License.

Carried

Action - JR

7. UNFINISHED BUSINESS
8. CONSENT AGENDA
9. NEW BUSINESS
10. NOTICE OF MOTION – Next Meeting of Council, March 11, 2019
11. QUESTION PERIOD
12. CLOSED SESSION BUSINESS

Resolution No. 11

Moved by: Jeff Manley

Seconded by: Johanne Wensink

Proceed "In Closed Session",

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

CUPE Collective Bargaining (as this matter deals with labour relations or employee negotiations they may be discussed in closed session under sections 239 (2)(d) of the *Ontario Municipal Act*);

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

Litigation or potential litigation (as this matter deals with litigation or potential litigation, including matters before administrative tribunals affecting the municipality or local board they may be discussed in closed session under sections 239 (2)(e) of the *Ontario Municipal Act*);

Litigation or potential litigation (as this matter deals with litigation or potential litigation, including matters before administrative tribunals affecting the municipality or local board they may be discussed in closed session under sections 239 (2)(e) of the *Ontario Municipal Act*);

And adopt the minutes of the Municipal Council Closed Session meeting of January 14, 2019.

Carried

Resolution No. 12

Moved by: Brenda Noble

Seconded by: Michel Depratto

That we return to the Regular Meeting of Council at 8:45 p.m.

Carried

Resolution No. 13

Moved by: Carma Williams

Seconded by: Michel Depratto

That the Council of the Township of North Glengarry hereby appoints Deputy Mayor Carma Williams and Councillor Jeff Manley to the Arts, Culture and Heritage Committee for the term of Council.

And that Council appoints the following members at large to serve for a four (4) year term.

- Karen Davidson-Wood
- Deirdre Hill
- Dane Lanken
- Sharon McRae
- Nicole Nadeau

Carried

Action - AL

Resolution No. 14

Moved by: Jeff Manley

Seconded by: Johanne Wensink

That the Council of the Township of North Glengarry hereby appoints Deputy Mayor Carma Williams and Councillor Jeff Manley and Councillor Brenda Noble to the Community Development Committee for the term of Council.

And that Council appoints the following members at large to serve for a four (4) year term.

- Gina Dragone
- David Fillion
- Dean MacGillivray
- Michael Madden
- Rory Levert

Carried

Action - AL

Resolution No. 15

Moved by: Michel Depratto

Seconded by: Brenda Noble

THAT the Council of the Township of North Glengarry authorizes the Mayor and CAO/Clerk to enter into an agreement with CUPE Local 1715.03 to ratify the collective bargaining agreement as negotiated by staff and the local.

Carried

Action - RM

13. CONFIRMING BY-LAW

a) By-law 06-2019

Resolution No. 16

Moved by: Johanne Wensink

Seconded by: Jeff Manley

That the Council of the Township of North Glengarry receive By-law 06-2019; and

That Council adopt by-law 06-2019 being a by-law to adopt, confirm and ratify matters dealt with by Resolution and that By-law 06-2019 be read a first, second, third time and enacted in Open Council this 11th day of February, 2019.

Carried

14. ADJOURN

Resolution No. 17

Moved by Michel Depratto

Seconded by: Brenda Noble

There being no further business to discuss, the meeting was adjourned at 8:47 p.m.

Carried

CAO/Clerk/ Deputy Clerk

Mayor / Deputy Mayor

THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY

Committee of the Whole Meeting

**Wednesday February 20, 2019 at 3:00 p.m. – Gary Shepherd Hall
102 Derby Street West, Alexandria, On K0C 1A0**

A Committee of the Whole Meeting was held on February 20, 2019 at 3:00 p.m., with Mayor Jamie MacDonald presiding.

PRESENT: **Councillor at Large** – Jacques Massie
Councillor (Lochiel Ward) – Brenda Noble
Councillor (Kenyon Ward) – Jeff Manley
Councillor (Alexandria Ward) – Michel Depratto
Councillor (Maxville Ward) – Johanne Wensink

ALSO PRESENT: **CAO/Clerk** - Sarah Huskinson
Deputy Clerk – Lise Lavigne
Director of Community Services – Anne Leduc
Director of Public Works – Ryan Morton
North Glengarry Fire Chief – Patrick Gauthier
Fire Administrator – Lindsay McIntosh-Mainville

REGRETS: **Deputy Mayor** – Carma Williams

1. **CALL TO ORDER**
2. **DECLARATIONS OF PECUNIARY INTEREST**

The Committee Members accepts the agenda of the Committee of the Whole on Wednesday February 20th, 2019.

3. **DELEGATIONS**

a) Water & Sewer Warranty Program Presentation by Elise Dostal

Elise Dostal presented the advantage of various options available to the Township residents if the Township endorses the Sewer and Water Line Warranty Program offered by Service Line Warranties of Canada Inc. and endorsed by LAS.

b) Glen Robertson & Alexandria Drinking Water System by Angela Cullen

Angela Cullen presented the 2018 Annual Council Summary for the Glen Robertson and Alexandria Drinking Water Systems.

4. STAFF REPORTS

CAO/Clerk's Department

a) Accountability & Transparency Policy

Resolution No. 1

Moved by: Jacques Massie

Seconded by: Brenda Noble

THAT the Committee of the Whole receives Staff Report No. AD-2019-06;

AND THAT the Committee of the Whole recommends that Council adopts the Accountability and Transparency Policy as presented.

Carried

Action - SH

b) Community Information Centre of Ottawa / 211 Eastern Region

Resolution No. 2

Moved by: Jeff Manley

Seconded by: Michel Depratto

THAT the Committee of the Whole receives Staff Report No. AD-2019-05;

AND THAT the Committee of the Whole recommends that Council enter into an agreement with Community Information Centre of Ottawa/211 Eastern Region.

Carried

Action - SH

c) Strategic Plan – Verbal Report

Sarah Huskinson – CAO/Clerk distributed the McSweeney Communications and Stakeholder Engagement Plan to Council for review.

Community Services Department

d) Liquor licence – Glen Robertson Recreation Centre

Resolution No. 3

Moved by: Brenda Noble

Seconded by: Jacques Massie

THAT the Committee of the Whole receives Staff Report No. COTW CS-2019-01; and

THAT the Committee of the Whole recommends that Council approves the application for a Catering Endorsement liquor licence for the Glen Robertson Recreation Centre and that staff be directed to proceed with the application process.

Carried

Action - AL

Public Works Department

e) Service Line Warranties

Resolution No. 4

Moved by: Johanne Wensink

Seconded by: Brenda Noble

The Committee of the Whole recommends that Council endorses the Sewer and Water Line Warranty program offered by Service Line Warranties of Canada Inc. (SLWC) and endorsed by LAS and further;

That, the Township authorizes the Mayor and CAO/Clerk to pursue and agreement with Service Line Warranties of Canada Inc. for the marketing of their warranty program to protect service line laterals on private properties.

Carried

Action – RM

f) Green Road Opening

Resolution No 5

Moved by: Michel Depratto

Seconded by: Jeff Manley

The Committee of the Whole of the Township of North Glengarry, hereby recommends to the Council of the Township of North Glengarry;

THAT, staff be permitted to open the green road allowance west of “The Seventeenth” road in North Glengarry from Old Military Rd to 1100m westerly.

AND FURTHER, that the proponent is responsible for any and all costs associated with surveying, cutting, grubbing, reinstatement, maintenance or other costs as determined by the Director of Public Works.

AND FURTHER, that the Director of Public Works is delegated the authority to stop, prohibit or discontinue any work and/or usage of the road allowance in his sole discretion for any reason.

Defeated

Action - RM

5. UNFINISHED BUSINESS
6. OTHER BUSINESS
7. MATTERS ARISING FROM STANDING COMMITTEES
8. NOTICE OF MOTION – Next Committee of the Whole Meeting, March 20, 2019
9. ADJOURNMENT

Resolution No. 6

Moved by Jacques Massie

Seconded by: Brenda Noble

There being no further business to discuss, the meeting was adjourned at 4:22 p.m.

Carried

CAO/Clerk/ Deputy Clerk

Mayor – Jamie MacDonald

Section 5

DELEGATIONS

Section 6

STAFF REPORTS

**CORPORATION OF
THE
TOWNSHIP OF NORTH GLENGARRY**

RESOLUTION # _____

DATE: March 11, 2019

MOVED BY: _____

SECONDED BY: _____

Mayoral Proclamation

CONCERNING THE PROCLAMATION OF DAFFODIL MONTH

WHEREAS, cancer touches the lives of many residents of our community; and

AND WHEREAS, the Canadian Cancer Society is working to eradicate all cancers and improve the quality of life for people living with cancer;

AND WHEREAS, Daffodil Month is an opportunity for residents of the Township of North Glengarry to show their support in the fight against cancer;

NOW THEREFORE I, Jamie MacDonald, Mayor of the Township of North Glengarry, do hereby proclaim the month of April, 2019 as Daffodil Month in the Township of North Glengarry and ask that all residents join with me, Council members, and the Canadian Cancer Society in the fight against cancer;

Carried

Defeated

Deferred

MAYOR / DEPUTY MAYOR

Deputy Mayor: Carma Williams

Councillor: Jacques Massie

Councillor: Brenda Noble

Councillor: Jeff Manley

Councillor: Michel Depratto

Councillor: Johanne Wensink

Mayor: Jamie MacDonald

YEA

NEA

Section 6 Item a

**CORPORATION OF
THE
TOWNSHIP OF NORTH GLENGARRY**

RESOLUTION # _____

DATE: March 11, 2019

MOVED BY: _____

SECONDED BY: _____

THAT the Council of the Township of North Glengarry receives Staff Report No. AD-2019-06;

AND that the Council adopts the Accountability and Transparency Policy as presented.

Carried

Defeated

Deferred

MAYOR / DEPUTY MAYOR

YEA

NEA

Deputy Mayor: Carma Williams

Councillor: Jacques Massie

Councillor: Brenda Noble

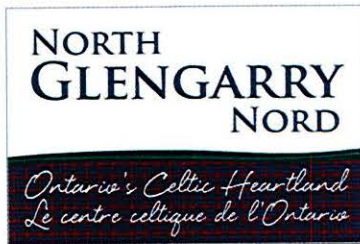
Councillor: Jeff Manley

Councillor: Michel Depratto

Councillor: Johanne Wensink

Mayor: Jamie MacDonald

Section 6 Item b



STAFF REPORT TO COUNCIL

Report No: AD-2019-06

March 11, 2019

From: Sarah Huskinson – Chief Administrative Officer/ Clerk

RE: Accountability and Transparency Policy

Recommended Motion:

THAT the Council of the Township of North Glengarry receives Staff Report No. AD-2019-06;

AND that the Council adopts the Accountability and Transparency Policy as presented.

Background / Analysis:

Bill 68, Modernizing Ontario's Municipal Legislation Act, is centered around three themes: Accountability and Transparency; Municipal Financial Stability; and, Responsible and Flexible Municipal Government. Bill 68 requires municipalities to: establish a code of conduct for members of Council; appoint an Integrity Commissioner; create a registry and written record for disclosures of pecuniary interests; and, include additional requirements in their procedural by-laws for open meetings. Council adopted a new procedural by-law in January for many of the required changes, and now must adopt an Accountability and Transparency Policy. Appointment of an Integrity Commissioner and adoption of a Code of Conduct will be coming to Council for consideration in future meetings.

Section 224 of the Municipal Act, 2001, states that it is the role of Council "to ensure the accountability and transparency of the operations of the municipality, including the activities of the senior management of the municipality". Section 270 states that "municipalities must adopt and maintain a policy with respect to the manner in which the municipality will try to ensure that it is accountable to the public for its actions, and the manner in which the municipality will try to ensure that its actions are transparent to the public."

The purpose of this policy is to provide guidance on how the Township of North Glengarry ensures municipal matters are approached in an accountable and transparent manner.

The policy covers financial matters, governance, internal accountability and ethical standards, and monitoring or contravention. It specifically states that:

1. The Township is accountable to residents for the efficient provision and performance of its services.
2. Township business is conducted openly, honestly, and with integrity.
3. Council decision-making is open and transparent.
4. Transparency and openness are balanced with financial, legal, legislative, and privacy constraints and obligations.
5. Effective policies, procedures, and practices are developed to support and enhance accountability and transparency.
6. Public access and participation are made permanent to ensure that decision-making addresses residents needs.

Alternatives:

Option 1: THAT Council adopts the Accountability and Transparency Policy as presented.

Option 2: THAT Council not adopt the policy.

Financial Implications:

None.

Attachments & Relevant Legislation:

Accountability and Transparency Policy

Others Consulted:



Sarah Huskinson
Chief Administrative Officer/ Clerk



ACCOUNTABILITY AND TRANSPARENCY POLICY

1. PURPOSE

This policy applies to all operations within the Township of North Glengarry and is prepared in accordance with the Municipal Act, 2001 c.25, s. 270, as amended. The Act requires that all municipalities adopt and maintain a policy with respect to “the manner in which the municipality will try to ensure that it is accountable to the public for its actions and the manner in which the municipality will try to ensure that its actions are transparent to the public”. The purpose of this policy is to provide guidance on how the Township of North Glengarry ensures municipal matters are approached in an accountable and transparent manner.

2. DEFINITIONS

Accountability – The principle that the municipality is obligated to demonstrate and take responsibility for its actions, decisions, and policies, and that it is answerable to the public at large.

Transparency – The principle that the municipality will conduct its business in an accessible, clear and visible manner and that its activities are open to examination by its stakeholders.

3. POLICY APPLICATION AND EXCLUSIONS

3.1 General Provisions

The Council of the Township of North Glengarry acknowledges that it is responsible to provide good government for its stakeholders in an accountable and transparent manner, and will provide good governance by ensuring:

1. The Township is accountable to residents for the efficient provision and performance of its services.
2. Township business is conducted openly, honestly, and with integrity.
3. Council decision-making is open and transparent.
4. Transparency and openness are balanced with financial, legal, legislative, and privacy constraints and obligations.
5. Effective policies, procedures, and practices are developed to support and enhance accountability and transparency.
6. Public access and participation are made permanent to ensure that decision-making addresses residents needs.

Accountability, transparency and openness are standards of good government that enhance public trust. They are achieved through the Township of North Glengarry adopting measures to ensure, to the best of its ability, that all activities and services are undertaken utilizing a process that is open and accessible to its stakeholders. In addition, wherever possible, the Township of North Glengarry will engage its stakeholders throughout its decision-making process which will be open, visible and transparent to the public.

The principles of accountability and transparency shall apply equally to political and decision making and to the administrative management of the municipality.

The municipality is accountable and transparent to its stakeholders by fulfilling various legislative responsibilities and disclosure of information, and shall conduct its business within its jurisdiction in accordance with the Provincial Statutes, Ontario Regulations and any other applicable laws, including but not limited to, the Municipal Act, 2001; Municipal Conflict of Interest Act; Planning Act; Provincial Offences Act; Ontario Building Code Act; Fire Protection and Prevention Act; Municipal Freedom of Information and Protection of Privacy Act; and Public Sector Salary Disclosure Act.

3.2 Financial Matters

The Township of North Glengarry will be open, accountable and transparent to its citizens in its financial dealings as required under the Act.

Examples of this principle are:

- External audit
- Reporting/ Statements
- Long-term Financial Planning
- Asset Management
- Purchasing/procurement
- Sale of land
- Budget process

3.3 Governance

The Township of North Glengarry shall provide governance in an open manner through communication, consultation, and collaboration. All policies, procedures and practices shall ensure its operations are transparent and that mechanisms are in place to make residents aware of how decisions are made and carried out. All meetings of Council and its local boards, agencies and committees shall be open to the public when and as required under the Act, and members of the public will have an opportunity to make delegations or comment on specific items at these meetings as outlined in the Township's Procedural By-Law. Meetings are publicly posted in advance, with the rationale for discussing matters in closed session being disclosed.

Municipal information shall be readily available to the public subject to the requirements of the Municipal Freedom of Information and Protection of Privacy Act.

The following are policies and procedures that ensure the Township is transparent in its operations:

- Procedural By-Law
- Notice By-Law
- Purchasing Policy
- Sale of Land Policy
- Records Retention Policy
- Social Media Policy
- Accessibility Plan

3.4 Internal Accountability and Ethical Standards

The Township's administrative practices ensure specific accountability on the part of its employees through the following initiatives:

- Human Resources Policies and Procedures
 - Violence and Harassment in the Workplace
 - Code of Conduct
 - Personnel Policy
- Municipal Election Policy
- Health and Safety Training

4. Monitoring/ Contravention

This policy shall be reviewed every five years or at such time as may be deemed appropriate to ensure its effectiveness.

The Township Clerk shall be responsible for receiving complaints and/or concerns related to this policy. Upon receipt of a complaint and/or concern, the Township Clerk shall notify:

- In the case of staff, the Department Head responsible for the area
- In the case of a closed meeting, the Ombudsman Office or Closed Meeting Investigator as appointed, and
- In the case of Council, Mayor or the appointed Integrity Commissioner.

**CORPORATION OF
THE
TOWNSHIP OF NORTH GLENGARRY**

RESOLUTION # _____

DATE: March 11, 2019

MOVED BY: _____

SECONDED BY: _____

THAT the Council of the Township of North Glengarry receives Staff Report No. AD-2019-05;

AND that the Council enter into an agreement with Community Information Centre of Ottawa/ 211 Eastern Region.

Carried

Defeated

Deferred

MAYOR / DEPUTY MAYOR

YEA

NEA

Deputy Mayor: Carma Williams

Councillor: Jacques Massie

Councillor: Brenda Noble

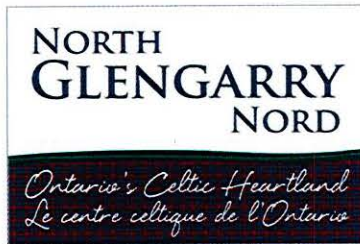
Councillor: Jeff Manley

Councillor: Michel Depratto

Councillor: Johanne Wensink

Mayor: Jamie MacDonald

Section 6 Item c



STAFF REPORT TO COUNCIL

Report No: AD-2019-05

March 11, 2019

From: Sarah Huskinson – Chief Administrative Officer/ Clerk

RE: Community Information Centre of Ottawa/ 211 Eastern Region

Recommended Motion:

THAT the Council of the Township of North Glengarry receives Staff Report No. AD-2019-05;

AND that the Council enter into an agreement with Community Information Centre of Ottawa/ 211 Eastern Region.

Background / Analysis:

John Hoyles, Executive Director of Community Information Centre Ottawa/ 211 Eastern Region, at a delegation to Council on February 11th, presented the advantages of North Glengarry entering into an agreement with 211 for information and referral services, as well as services provided during an emergency response. The services to the Township and residents are provided free of charge.

The 211 service provides a place for residents to call or access information online regarding social, health, community and government services. The information provided to North Glengarry residents is specific to the area and updated information is provided by the County and Township on the services offered in the area (ie. Foodbanks). The service is 24 hours a day, 365 days a year and available in multiple languages. The secondary 211 function is assistance to municipalities during emergencies by providing residents a place to call to get up to date information on the emergency response and recovery efforts (ie. Power outages, extreme weather, water issues).

A draft of the agreement with Community Information Centre of Ottawa/211 Eastern Region is attached for Council's review.

Alternatives:

Option 1: THAT Council enter into an agreement with Community Information Centre of Ottawa/ 211 Eastern Region.

Option 2: THAT Council not enter into the agreement.

Financial Implications:

None.

Attachments & Relevant Legislation:

None.

Others Consulted:

Lindsay McIntosh-Mainville, CEMC



Sarah Huskinson
Chief Administrative Officer/ Clerk

**CORPORATION OF
THE
TOWNSHIP OF NORTH GLENGARRY**

RESOLUTION # _____

DATE: March 11, 2019

MOVED BY: _____

SECONDED BY: _____

That By-law No. 07-2019 being a by-law to amend the Fees and Charges By-law 34-2018 and that By-law 07-2019 be read a first, second and third time and enacted in Open Council this 11th day of March, 2019.

Carried

Defeated

Deferred

MAYOR / DEPUTY MAYOR

YEA

NEA

Deputy Mayor: Carma Williams

Councillor: Jacques Massie

Councillor: Brenda Noble

Councillor: Jeff Manley

Councillor: Michel Depratto

Councillor: Johanne Wensink

Mayor: Jamie MacDonald

Section 6 Item d

STAFF REPORT TO COUNCIL

March 1, 2019

From: Lise Lavigne – Deputy Clerk

RE: Amending Fees and Charges By-law34-2018

Recommended Motion: That By-law No. 07-2019 being a by-law to amend the Fees and Charges By-law 34-2018 and that By-law 07-2019 be read a first, second and third time and enacted in Open Council this 11th day of March, 2019.

Background / Analysis: The Township of North Glengarry has provided the public with notification of an update to its fees and charges by-law 07-2019. The notice has appeared on the municipal website and in the Glengarry News, February 27th, 2019.

This gives the public an opportunity to speak in favour or against the proposed amendment to the fees and charges.

Alternatives:

Option 1 That Council approve by-law 07-2019

Option 2 That Council not approve by-law 07-2019

Financial Implications:

Others consulted:

All Directors of the Township of North Glengarry

Attachments:

By-law 07-2019



Sarah Huskinson - CAO/Clerk

THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY

BY-LAW No. 07-2019

A by-law to amend By-law No. 34-2018 to establish user fees and charges administrated by the Corporation of the Township of North Glengarry.

WHEREAS Section 391.(1) of the Municipal Act states that despite any Act a municipality and a local board may pass by-laws imposing fees and charges on any class of persons;

AND WHEREAS the Municipality did adopt By-law No. 34-2018 on July 23, 2018;

AND WHEREAS the Municipality wishes to rescind By-law No. 34-2018, as it pertains to 2019 fees and charges additions and rate changes.

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

1. That Schedule "A", "E", "F" and "G" rates structure be changed.
2. That By-law No. 34-2018 is hereby rescinded.

READ a first, second, third time and enacted in Open Council, this 11th day of March 2019.

CAO/Clerk / Deputy Clerk

Mayor / Deputy Mayor

I hereby certify this to be a true copy of By-law No. 07-2019, and that such by-law is in full force and effect.

Date Certified

CAO/Clerk / Deputy Clerk

THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY
FEES AND CHARGES BY-LAW NO. 07 - 2019

SCHEDULE "A"

DESCRIPTION	2018	2019
(1) ADMINISTRATIVE SERVICES		
Tax Certificate	\$40.00	\$40.00
Water/Sewer Certificate	\$20.00	\$20.00
Tax and Water/Sewer confirmation previous year's taxes written documents on premises per property	\$10.00	\$10.00
Documents not on premises per property	\$25.00	\$25.00
Interest on tax arrears	1.25%/ month	1.25%/ month
Late Payment Charge Water/Sewer Invoice	5% of the current o/s balance	5% of the current o/s balance
Administration fees for charge back	25% of invoice to a max of \$200.00. All materials charged out are to be at cost	25% of invoice to a max of \$200.00. All materials charged out are to be at cost
Dumping Station on Leroux St. Alexandria	\$2.00	\$2.00
Marriage Licence	\$125.00	\$125.00
NSF cheques	\$20.00	\$20.00
Entrance Application	\$50.00	\$50.00
Agency letter of Approval	\$250.00	\$250.00
Fax Transmission	\$1.00/page	\$1.00/page
First 10 photocopies	\$.50/page	\$.50/page
additional photocopies	\$.15/page	\$.15/page
Fire Fees Inspections	\$150.00 for original visit & inspection for compliance, any additional visits up to compliance \$150.00 per visit	\$150.00 for original visit & inspection for compliance, any additional visits up to compliance \$150.00 per visit
Fire Guard after fire	Full cost recovery	Full cost recovery
False Alarms within (1) year - 1st False alarm	no charge	no charge
Second false alarm -	advising of possible charges	advising of possible charges
Third false alarm	Full cost recovery	Full cost recovery
Garbage - extra garbage tags	\$3.00 each	\$3.00 each
Recycling blue & grey boxes	\$3.00 each for 1 or 2 boxes, \$10.00 each for 3rd and more.	\$3.00 each for 1 or 2 boxes, \$10.00 each for 3rd and more.
Composters	\$40.00 each	\$40.00 each
(2) TIPPING FEES - Policies governing the use of the Municipal landfill Sites		
Large items such as fridges, stoves, furniture	\$10.00 per item	\$10.00 per item
Residential loads (excluding construction, demolition & renovation materials) will be \$25.00/compacted cubic meter.		
(3) ROAD CREW CHARGE OUT RATES		
Operator	\$24.50/hr +22%	27.89/hr
Foreman	\$28.50/hr + 22%	34.77/hr
Utility Installation Approvals	\$75.00	\$75.00
"Equipment rates will be charged out based on the most recent version of Ontario Provincial Standard Specification #127 as amended from time to time."		
(4) DOGS LICENCE FEES		
Dog licence	\$25.00 per licence/tag	\$25.00 per licence/tag
Dog licence bought after March 31st		\$50.00 per licence/tag
Replacement licence	\$1.00 per licence/tag	\$10.00 per licence/tag
Guide or Lead dog	no charge	no charge
Kennel licence	\$250.00 per licence	\$250.00 per licence
Boarding Kennel Licence	\$250.00 per licence	\$250.00 per licence
Release fee: first time	actual expenses	actual expenses
Release fee: second time	\$25.00 plus expenses	\$25.00 plus expenses
Release fee: third time	\$100.00 plus expenses	\$100.00 plus expenses
Release fee: fourth time	\$200.00 plus expenses	\$200.00 plus expenses

**THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY
FEES AND CHARGES BY-LAW NO. 07 - 2019**

SCHEDULE "A"

DESCRIPTION	2018	2019
(5) ICE RENTAL FEES - GLENGARRY SPORTS PALACE		
Minor Sports within the Twp (Prime Time)	\$156.00/hr HST incl.	\$159.00/hr HST incl.
(Non Prime Time)	\$132.00/hr HST incl.	\$134.00/hr HST incl.
Regular Rates (Prime Time)	\$189.00/hr HST incl.	\$192.00/hr HST incl.
(Non Prime Time)	\$161.00/hr HST incl.	\$164.00/hr HST incl.
Tournament	\$159.00/hr HST incl.	\$162.00/hr HST incl.
Spring (April - May)	\$193.00/hr HST incl.	\$196.00/hr HST incl.
Old Blades (50 years +)	\$9.00/player HST incl.	\$9.00/player HST incl.
Jr. B. Glens	\$184.00/hr HST incl.	\$187.00/hr HST incl.
Jr. B. Glens - Practice	\$150.00/hr HST incl.	\$153.00/hr HST incl.
Hockey School Flat Rate	\$103.00/hr HST incl.	\$105.00/hr HST incl.
School Special Rate	\$75.00/hr no HST	\$86.00/hr HST incl.
Yearly Shinny Pass (no HST)	\$101.00/player	\$103.00/player
Minor Shinny (no HST)	\$5.00/player	\$5.00/player
Broomball Rates	\$183.00/hr HST incl.	\$162.00 per player HST incl.
4 on 4 Hockey	cancelled	cancelled
(5)(a) ICE RENTAL FEES - MAXVILLE AND DISTRICT SPORTS COMPLEX		
Minor Sports within the Twp (Prime Time)	\$156.00/hr HST incl.	\$159.00/hr HST incl.
(Non Prime Time)	\$132.00/hr HST incl.	\$134.00/hr HST incl.
Regular Rates (Prime Time)	\$189.00/hr HST incl.	\$192.00/hr HST incl.
(Non Prime Time)	\$161.00/hr HST incl.	\$164.00/hr HST incl.
School Special Rate	\$75.00/hr no HST	\$86.00/hr HST incl.
Broomball Rates	\$183.00/hr HST incl.	\$176.00/hr HST incl.
(6) ARENA FLOOR RENTAL FEES - GLENGARRY SPORTS PALACE		
All Sports Programs:	\$69.00/hr HST incl.	\$70.00/hr HST incl.
Parties-Receptions-Trade Shows Auctions	Arena floor only - \$357.00 HST incl.	Arena floor only - \$363.00 HST incl.
	Arena floor & Hall - \$415.00 HST incl.	Arena floor & Hall - \$422.00 HST incl.
(6) ARENA FLOOR RENTAL FEES - MAXVILLE & DISTRICT SPORTS COMPLEX		
All Sports Programs:	\$69.00/hr HST incl.	\$70.00/hr HST incl.
Parties-Receptions-Trade Shows Auctions	Arena floor only - \$357.00 HST incl.	Arena floor only - \$363.00 HST incl.
	Arena floor & Hall - \$415.00 HST incl.	Arena floor & Hall - \$422.00 HST incl.
(6)(a) ICE & BOARD ADVERTISING - GLENGARRY SPORTS PALACE		
South Boards - Yearly	\$173.00 HST incl.	cancelled
North boards - Yearly	\$345.00 HST incl.	\$351.00 HST incl.
In-ice Logo (Sides) (+ one time set-up fee which is the responsibility of the advertiser average of \$350 depending on size) Yearly		\$500.00 HST incl.
Change-room Door (Per Door) (+ one time set-up fee which is the responsibility of the advertiser) Yearly		\$200.00 HST incl.
In-ice Logo (Sides) + Change Room Door (5% Discount) Yearly		\$665.00 HST incl.
In-ice Logo (Sides) + Change Room Door + Rink Board (10% Discount) Yearly		\$946.00 HST incl.
Olympia Advertising (set-up is the responsibility of the advertiser. Yearly		\$2034.00 HST incl.
Advertising for both Arenas - In ice Logo, Change Room Door, Rink Board (15% Discount) Yearly		\$1712.00 HST incl.

**THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY
FEES AND CHARGES BY-LAW NO. 07 - 2019**

SCHEDULE "A"

DESCRIPTION	2018	2019
(6)(b) ICE & BOARD ADVERTISING - MAXVILLE & DISTRICT SPORTS COMPLEX		
Wall Boards. Yearly	\$259.00 HST incl.	\$263.00 HST incl.
In ice Logo (Sides) (+ one time set-up fee which is the responsibility of the advertiser average of \$350 depending on size) Yearly		\$500.00 HST incl.
Change-room Door (Per Door) (+ one time set-up fee which is the responsibility of the advertiser) Yearly		\$200.00 HST incl.
In-ice Logo (Sides) + Change Room Door (5% Discount) Yearly		\$665.00 HST incl.
In-ice Logo (Sides) + Change Room Door + Wall Board 10% Discount) Yearly		\$867.00 HST incl.
Advertising for both Arenas - In-ice Logo, Change Room Door, Rink Board (15% Discount) Yearly		\$1712.00 HST incl.
(6)(c) OLYMPIA ADVERTISING - MAXVILLE & DISTRICT SPORTS COMPLEX		
Olympia Advertising PER SIDE (set-up is the responsibility of the advertiser) Yearly	\$432.00 HST incl.	\$439.00 HST incl.
(6)(d) WALL BOARD ADVERTISING - GLENGARRY INDOOR SPORTS COMPLEX		
Yearly	\$176.00 HST incl.	\$179.00 HST incl.
(6)(e) COOLER ADVERTISING - GLENGARRY INDOOR SPORTS COMPLEX		
Yearly	\$234.00 HST incl.	\$238.00 HST incl.
(7) FIELD RENTAL FEES - MAXVILLE & DISTRICT SPORTS COMPLEX		
Baseball Adults	\$18.00/hr HST incl.	\$18.50/hr HST incl.
Baseball Minors (no HST)	\$11.00/hr	\$11.00/hr
Tournaments for one day	\$155.00 HST incl.	\$158.00 HST incl.
Tournaments for a weekend	\$246.00 HST incl.	\$250.00 HST incl.
Soccerfield Adults	\$184.00 HST incl.	\$187.00 HST incl.
Soccerfield Minors	N/C	N/C
Teams outside of GSL (Minor) (no HST)	\$16.00/hr	\$18.00/hr
(8) BOARDROOM RENTAL FEES - GLENGARRY SPORTS PALACE		
All Rentals	\$69.00/day HST incl.	\$70.00/day HST incl.
Non-Profit organizations	N/C	N/C
Minor Sports Program	N/C	N/C
(9) GONDOLA RENTAL FEES - MAXVILLE & DISTRICT SPORTS COMPLEX		
All Rentals per event	\$80.00 HST incl.	\$81.00 HST incl.
(10) BANQUET HALL RENTAL FEES - GLENGARRY SPORTS PALACE		
Hall rental with bar	\$236.00 HST incl.	\$240.00 HST incl.
Hall rental without bar	\$178.00 HST incl.	\$181.00 HST incl.
Meeting	\$148.00 HST incl.	\$151.00 HST incl.
Kitchen rental fee	\$117.00 HST incl.	\$119.00 HST incl.
Community Kitchen Program (No HST)		\$50.00
Minor Sports Programs (Max 5 rentals all facilities combined per year)	N/C	N/C
Non profit organization (Max 5 rentals all facilities combined per year)	N/C	N/C
Classes	\$29.00/hr HST incl.	\$30.00/hr HST incl.

**THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY
FEES AND CHARGES BY-LAW NO. 07 - 2019**

SCHEDULE "A"

DESCRIPTION	2018	2019
(10)(a) BANQUET HALL RENTAL FEES - MAXVILLE & DISTRICT SPORTS COMPLEX		
Hall rental with bar	\$236.00 HST incl.	\$240.00 HST incl.
Hall rental without bar	\$178.00 HST incl.	\$181.00 HST incl.
Meeting	\$148.00 HST incl.	\$151.00 HST incl.
Kitchen rental fees	\$117.00 HST incl.	\$119.00 HST incl.
Community Kitchen Program (No HST)		\$50.00
Minor Sports Programs Max 5 rentals all facilities combined per year)	N/C	N/C
Non profit organization (Max 5 rentals all facilities combined per year)	N/C	N/C
Classes	\$29.00/hr. HST incl.	\$30.00/hr. HST incl.
(11) ISLAND PARK COMMUNITY BUILDING		
Non profit organization (Max 5 rentals all facilities combined per year)	N/C	N/C
Meetings	\$23.00/hr. HST incl.	\$23.00/hr. HST incl.
Hall rental with bar		\$240.00/day HST incl.
Hall rental without bar		\$181.00/day HST incl.
Hall Rental	\$35.00/hr. HST incl.	\$36.00/hr. HST incl.
Campers	\$23.00/night HST incl.	\$23.00/night HST incl.
(12) INVESTIGATION SERVICES FEE		
Investigation regarding closed meeting	Cancelled	Cancelled
(13) GLENGARRY INDOOR SPORTS COMPLEX		
Turf - Prime Time hourly	\$107.00 HST incl.	\$109.00 HST incl.
Turf - Non Prime Time hour	\$82.00 HST incl.	\$83.00 HST incl.
Turf - School Prime Time Hour	\$68.00 no HST	\$78.00 HST incl.
Turf-School-Non Prime Time Hour	\$50.00 no HST	\$58.00 HST incl.
Turf - Summer Hourly (May to October)	\$49.00 HST incl.	\$50.00 HST incl.
Turf-Junior After School Monthly pass (no HST)	\$44.00	\$45.00
Turf - Youth Drop In (per time) (No HST)	\$6.00	\$6.00
Turf - Adult Per Time	\$8.00 HST incl.	\$8.00 HST incl.
Track - Adult Season Pass	\$155.00 HST incl.	\$158.00 HST incl.
Track - Senior Season Pass (60 +)	\$93.00 HST incl.	\$95.00 HST incl.
Track - Junior Season Pass (No HST)	\$66.00	\$67.00
Track - Drop in - Daily Pass	\$7.00 HST incl.	\$7.00 HST incl.
Track - Monthly Pass or 8 visit card	\$28.00 HST incl.	\$29.00 HST incl.
Track - Family Season Pass	\$323.00 HST incl.	\$329.00 HST incl.
Tennis - 1 hr	\$25.00 HST incl.	\$26.00 HST incl.
Tennis - 1.5 hr	\$34.00 HST incl.	\$35.00 HST incl.
Tennis - 2 hr	\$39.00 HST incl.	\$40.00 HST incl.
Tennis Membership- Adult	\$385.00 HST incl.	\$392.00 HST incl.
Tennis Membership Minor (No HST)	\$215.00	\$219.00
Additional guest 1 hr	\$7.00 HST incl.	\$7.00 HST incl.
Lawn Bowling 3 hours	\$38.00 HST incl.	\$39.00 HST incl.
Birthday parties for 10 children (No HST)	\$204.00	\$207.00
Each Additional child (No HST)	\$12.00	\$12.75

**THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY
FEES AND CHARGES BY-LAW NO. 07 - 2019**

SCHEDULE "A"

DESCRIPTION	2018	2019
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SCHEDULE "B"

DESCRIPTION	2018	2019
Lottery Licences	3% of value of prize	3% of value of prize

SCHEDULE "C"

DESCRIPTION	2018	2019
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SWIMMING POOL AND FENCES

Swimming pool & fence	included in schedule "F"	included in schedule "F"
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SCHEDULE "D"

DESCRIPTION	2018	2019
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DRAINAGE INSPECTION FEES

Drainage Inspection : Min up to 25 acres	\$60.00	\$60.00
Drainage Inspection : In excess of 25 acres	\$1.00 per acres	\$1.00 per acres

SCHEDULE "E"

DESCRIPTION	2018	2019
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PLANNING FEES

Official Plan Amendment	\$2,500.00	\$2,500.00
Zoning By-law Amendment	\$1,500.00	\$1,500.00
Temporary Use By-Law	\$750.00	\$750.00
Minor Variance or Authorization	\$500.00	\$500.00
Land Severance/Consent (review)	\$150.00	\$150.00
Cash & lieu of Parkland	\$1000.00 per severance	\$1000.00 per severance
Site Plan Agreement - Residential		\$1000.00 + fee of 2% of the total estimated cost of constructing the facilities.
Site Plan Agreement - Industrial/ Commercial/Institutional		\$2000.00 + fee of 2% of the total estimated cost of constructing the facilities.
Plan of Condominium	\$100.00/unit (+)	\$100.00/unit (+)
Draft Plan of Subdivision Application	\$75.00/residential lot Minimum of \$1,000.00 Maximum of \$2,200.00	\$75.00/residential lot Minimum of \$1,000.00 Maximum of \$2,200.00
Subdivision Agreement	\$5,000.00 Deposit +/-	\$5,000.00 Deposit +/-
Work Surveillance	2% /estimated cost of works	2% /estimated cost of works
Financial securities	\$75.00	\$75.00
Letter of Compliance	\$60.00	\$60.00
Encroachment	\$200.00 + registration fees	\$200.00 + registration fees
Lifting 0.30 metre reserve	\$150.00 + additional fees	\$150.00 + additional fees
Dedication R.O.W.	\$150.00 + legal eng/survey fees	\$150.00 + legal eng/survey fees
Cash-in-lieu of Parking	\$100.00 + cash-in-lieu	\$100.00 + cash-in-lieu
Cash-in-lieu of Parkland	as per Planning Act	as per Planning Act
Part Lot Control Removal	\$250.00/by-law+legal, eng/survey	\$250.00/by-law+legal, eng/survey
Zoning Compliance	\$40.00	\$40.00
Written replies to inquiries	\$35.00	\$35.00
Consent under Planning Act (if required)	\$150.00	\$150.00
Work Orders	\$40.00	\$50.00
Registered Work Orders & Removal of same	Cost + \$300.00	Cost + \$300.00
Zoning By-law	\$45.00	\$45.00
Official Plan	\$30.00	\$30.00
Signs: Permit application fee	\$30.00 per sq. meter	\$30.00 per sq. meter
Minor Variance application for signs	\$150.00	\$150.00

**THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY
FEES AND CHARGES BY-LAW NO. 07 - 2019**

SCHEDULE "F"			
DESCRIPTION		2018	2019
CLASSES OF PERMITS & PERMIT FEES			
	Class of Permit		
Construction			
1	Residential Dwellings Units	\$500. base fee +.64¢/sqft	\$500. base fee +.65¢/sqft
2	Residential Additions	\$ 100.00 + .67¢/sq.ft.+min.	\$100.00 + .67¢/sq.ft.+min.
3	Residential Renovations and Repairs	\$ 150.00 +\$ 6.85/ \$1000 of construction value	\$150.00 +\$ 7.00/ \$1000 of construction value
4	New siding and/or exterior foam board insulation	\$100.00	\$100.00
5	Replacement of Insulation only	\$100.00	\$100.00
6	Replacement of roof sheathing	\$125.00	\$125.00
7	Minor Foundation repair	\$125.00	\$125.00
8	Residential Accessory Buildings and Carports	.48¢/sqft min.\$100	.50¢/sqft min.\$100
9	Accessory Apartment and Suites	\$220.00	\$220.00
10	Veranda, Balcony or Gazebo	\$50.00 +.36¢/sqft	\$50.00 +.36¢/sqft
11	Attached or detached deck	\$50.00 +.36¢/sqft	\$50.00 +.36¢/sqft
12	Mobile Home Installation	\$330.00	\$330.00
13	Solid Fuel Burning Appliances	\$100.00	\$100.00
Pools			
14	Private above ground swimming pool	\$110.00	\$110.00
15	Private in-ground swimming pool	\$160.00	\$160.00
16	Deck serving pool	Pool fee + .33¢/sqft	.36¢/sqft
Commercial			
17	Institutional, Commercial and Assembly Buildings & Additions	\$200.00 base fee + .62¢/sq.ft.	\$200.00 base fee + .62¢/sq.ft.
18	Industrial Buildings & Additions	\$200.00 base fee + .59¢/sq.ft.	\$200.00 base fee + .59¢/sq.ft.
19	Accessory Buildings to Commercial/Industrial/Institutional	\$150.00 base fee + .59¢/sq.ft.	\$150.00 base fee + .59¢/sq.ft.
20	Commercial/Industrial/Institutional Renovations/Repairs	\$150.00 +\$13.80/\$1000 of construction value	\$150.00 +\$13.80/\$1000 of construction value
21	Restaurant or Takeout Installation	\$500.00	\$500.00
Farming			
22	Farms Buildings	.33¢/sq.ft.	.33¢/sq.ft.
23	Accessory Farm Buildings (other than those listed below) & Additions	.33/sqft min. \$150	.33/sqft min. \$150
24	Fabric Covered Structures	.31¢/sq.ft.	.33¢/sq.ft.
25	Greenhouses	.27¢/sq.ft.	.27¢/sq.ft.
26	Agricultural Renovations/Repairs	\$ 100.00 +\$ 6.85/ \$1000 of construction value	\$ 100.00 +\$ 6.85/ \$1000 of construction value
27	Lagoons /Manure pit	\$ 245.00 per structure	\$ 245.00 per structure
28	Silos	\$ 245.00 per structure	\$ 245.00 per structure
Plumbing			
29	Residential		
	Up to 5 fixtures	\$60.00	\$60.00
	Each additional fixtures	\$12.00	\$12.00
	Building drains	\$25.00	\$25.00
	Stacks	\$20.00	\$20.00
30	Other Building		
	Up to 5 fixtures	\$80.00	\$80.00
	Each additional fixtures	\$14.00	\$14.00
	Building drains	\$30.00	\$30.00
	Stacks	\$25.00	\$25.00
Other Types			
31	Tents greater than 60 meter square	\$55.00	\$55.00
32	Change of Use Permit	\$210.00	\$250.00
33	Transfer of Permit	\$100.00	\$100.00
34	Conditional Permit Agreement	\$265.00	\$265.00
35	Communications Tower	\$500.00	\$500.00
Demolition			
36	Demolition - Residential Accessory Building	\$65.00/structure	\$65.00/structure
37	Demolition - Residential	\$125.00	\$125.00
38	Demolition - Farm	\$50.00/Structure	\$50.00/Structure
39	Demolition - Commercial/Institutional Accessory	\$150.00/structure	\$150.00/structure
40	Demolition - Commercial/Institutional	\$300.00	\$300.00

**THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY
FEES AND CHARGES BY-LAW NO. 07 - 2019**

SCHEDULE "F"			
DESCRIPTION		2018	2019
CLASSES OF PERMITS & PERMIT FEES			
Permit Renewal			
41	Renewal of Residential permit where permit is \$100 or less (no deposit)	\$65.00	\$75.00
42	Renewal of Residential permit where permit is \$100 or more (no deposit)	40% of permit fee min. \$100	40% of permit fee min. \$100
43	Renewal of Agricultural permit where permit is \$100 or less (no deposit)	\$50.00	\$50.00
44	Renewal of Agricultural permit where permit is \$100 or more (no deposit)	35% of permit fee min. \$100	35% of permit fee min. \$100
45	Renewal of other permit (no deposit)	30% of permit fee min. \$200	30% of permit fee min. \$200
46	Renewal of old septic permit	\$150.00	\$185 up to a max. of 2 yrs. renewal
Septic			
New Construction / Replacement			
47	Class 4 & 5 sewage system, less than 4,000 liters/day:	\$810.00	\$810.00
	**System requiring annual maintenance		
	**Other	\$735.00	\$735.00
48	Repeat Class 4 & 5 (less than 4,000 liters) Inspections	\$185.00	\$185.00
49	Class 4 & 5 sewage system, 4,000 liters or more/day:	\$1,180.00	\$1,180.00
	**System requiring annual maintenance		
	**Other	\$1,070.00	\$1,070.00
50	Repeat Class 4 & 5 (4,000 liters or more) Inspections	\$230.00	\$230.00
51	Class 2 (Grey water) & Class 3 (Cesspool) Septic	\$370.00	\$370.00
52	Repeat Class 2 & Class 3 Inspections	\$185.00	\$185.00
Treatment Unit Alterations (no changes to disposal field)			
53	Replacement/Enlargement/Relocation	\$370.00	\$370.00
54	Repeat Inspections	\$185.00	\$185.00
55	Adding Tertiary Treatment	\$370.00	\$370.00
56	Repeat Inspections	\$185.00	\$185.00
57	Tertiary Treatment Unit Repair	\$185.00	\$185.00
Disposal System Alterations			
58	Adding Pumping /Dosing System	\$370.00	\$370.00
59	Repeat Inspections	\$185.00	\$185.00
60	Repair Pumping/Dosing System	\$185.00	\$185.00
61	Material Alteration	\$735.00	\$735.00
62	Minor repair (ie. Level header	\$185.00	\$185.00
63	Installation of Filters/Risers	\$185.00	\$185.00
Permit Revisions (Certificate of Change)			
64	Change of tertiary treatment unit type	\$185.00	\$185.00
65	Pipes and Stone to Chambers (equal area)	\$370.00	\$370.00
66	Chambers to Pipes and Stone (increase)	\$370.00	\$370.00
67	Pipes and Stone to Chambers (reduction)	\$370.00	\$370.00
68	Additional of Fixtures or Living Area (no design flow increase)	\$185.00	\$185.00
69	Increased design flow and/or elevations changes	\$185.00	\$185.00
70	Change in type of system (ie. Conventional to Tertiary)	\$370.00	\$370.00
71	Different locations on property (site evaluation)	\$185.00	\$185.00
72	Repeat Inspections	\$185.00	\$185.00
Permit Cancellation and Transfers			
75	Administrative Revision	\$94.00	\$94.00
76	Owner cancels application (no inspection done)	80%	80%
77	Owner cancels application (no permit done)	50%	50%
	Owner cancels application (permit issued)	33%	33%
78	Owner changes designer or contractor	\$370.00	\$370.00

**THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY
FEES AND CHARGES BY-LAW NO. 07 - 2019**

SCHEDULE "F"			
DESCRIPTION		2018	2019
CLASSES OF PERMITS & PERMIT FEES			
Renovations / Change of Use Permit			
79	File Search / Review (no letter provided)	\$50.00	\$50.00
80	File Search / Review (letter provided)	\$160.00	\$160.00
File Searches			
81	File Searches (images only)	\$50.00	\$50.00
82	Images and Legal report	\$70.00	\$70.00
Additional fees			
83	Building without a permit (single storey deck)	50% cost of permit + % of Order issued - min. \$50	75% cost of permit + % of Order issued - min. \$50
84	Building without a permit	70% cost of permit + % of Order issued - min. \$150	75% cost of permit + % of Order issued - min. \$150
85	Installing a sewage system without a permit	50% cost of permit + % of Order issued - min. \$200	50% cost of permit + % of Order issued - min. \$200
86	Order to comply issued	20%	20%
87	Unsafe Order issued	25%	25%
88	Stop Work Order issued	40%	40%
89	Emergency Order issued	100%	100%
90	Order not to cover issued	\$80.00	\$80.00
91	Order to uncover issued	\$150.00	\$150.00
92	Order Prohibiting Occupancy	\$100.00	\$100.00
93	Property Standards Order Issued	35% additional fee to permit	35% additional fee to permit
94	Property Standards Appeal	\$100.00	\$100.00
95	Repeat Inspection	\$50.00	\$50.00
Labour			
96	Where the Township undertakes to complete to work required to comply with any order	Cost of the work + 30% administrative fee	Cost of the work + 30% administrative fee
97	Where the Township undertakes to complete to work required to comply with a by-law		
Certificates			
98	Register Order on Title	Legal fees plus \$150.00	Legal fees plus \$150.00
98	File search for Certificate of approval and use permit	\$70.00	\$70.00
99	Removal of non-compliance notice registered against property	\$500.00 (plus lawyer fees)	\$500.00 (plus lawyer fees)
100	Miscellaneous Inspections	\$125.00	\$125.00

Schedule "F" to Fees and Charges By-Law 07-2019

Administration Performance Deposit

Class of Permit	Administration Performance
17,18	\$ 3,000.00
1,19	\$ 2,000.00
20, 21, 22	\$1, 500.00
2, 23	\$ 500.00
12, 24, 35	\$ 300.00
8,9,25,26,27,28,30,32	\$ 200.00
3,10,11,14,15,16	\$100.00
4,5,6,7,13,29	\$60.00
31,33,36 to 39	Not applicable

Conditional Permit #34	Bond
Residential	\$1,000.00
Farm	\$1,000.00
Other – Part 9 Building	\$2,000.00
Other – Part 3 Building	\$5,000.00

Notes to Schedule "F"

- 1) The amount of the administration performance deposit will be calculated according to the class of permit as determined by Schedule "F" of this by-law and is payable at the time of the application.

- 2) In the event that the applicant abandons their project the administration performance deposit shall be retained in full by the municipality. Once the permit has been issued therefore by the Chief Building Official the administration performance deposit will be refunded in whole or in part to the permit holder in accordance with the following provisions
 - (a) One hundred (100%) per cent of the administration performance deposit is to be refunded if construction is fully completed within one (1) year of the date of the issuance of the building permit.

 - (b) Seventy five (75%) per cent of the administration performance deposit is to be refunded if construction is fully completed within two (2) years of the date of issuance of the building permit.

 - (c) Fifty (50%) per cent of the administration performance deposit is to be refunded if construction is fully completed within three (3) years of the date of the issuance of the building permit.

- (d) Twenty five (25%) per cent of the administration performance deposit is to be refunded if construction is fully completed within four (4) years of the date of the issuance of the building permit.
 - (e) No refund of the administration performance deposit will be awarded if construction is not fully completed within four (4) years. This will not relieve the permit holder and/or the contractor of obligations under any provisions of any By-Law, the Building Code Act or regulations made thereunder.
3. The refund of the whole or part of the administration performance deposit shall not be deemed a waiver of any provisions of any By-Law or requirements of the Building Code Act or regulations made thereunder. Also, the refund should not be construed as a certification or guarantee that the building for which a permit was issued meets all the requirements of the Building Code Act or regulations made thereunder.
 4. Any project subject to a site plan agreement where securities are imposed, a deposit shall not be required.
 5. In the event that the permit fee is less than the deposit, at the discretion of the building department, the deposit fee can be rounded up to the nearest one hundred dollar.

CONDITIONAL PERMITS – BOND:

6. The bond fee for conditional permits will be calculated according to the use and size of the building as determined by Schedule “F” of this by-law and is payable at the time of the application.
7. A conditional permit will require the owner(s) or authorized agent to agree with all of the conditions imposed by the Township. A bond will be required as per the use and building size. In the event that the owner (s), authorized agent, contractor or any person involved in the project does not comply with a term in the agreement, the bond will be automatically forfeited to the Township.
8. Where a conditional permit is issued and a term is not complied with, the Chief Building Official may revoke the permit as authorized in 8.(10) of the Ontario Building Code Act,.
9. A conditional permit bond fee does not relieve the requirements of submitting an administration performance deposit when the permit is obtained.
10. In the event that all terms have been complied with and a full permit is obtained, the bond fee will be reimbursed in full.

**THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY
FEES AND CHARGES BY-LAW NO. 07 - 2019**

SCHEDULE "G"

DESCRIPTION	2018	2019
1) WATERWORKS MONTHLY RATE STRUCTURE		
WATER RATES FOR ALEXANDRIA AND GLEN ROBERTSON		
Residential/Commercial/Large Users	First 15m ³ - \$60.13	First 15m³ - \$61.33
	Balance \$1.94/m ³	Balance \$1.94/m³
SANITARY SEWER RATES FOR ALEXANDRIA		
Residential/Commercial/Large Users	First 15m ³ - \$32.80	First 15m³ - \$33.46
	Balance 1.10/m ³	Balance 1.10/m³
SANITARY SEWER RATES FOR MAXVILLE		
Residential/Commercial/Large Users	\$32.80 Flat Rate	\$33.46 Flat Rate
2) WATERWORKS FEES ASSOCIATED WITH BILLING		
Re-connection fee due to non payment	during regular hours \$60.00	during regular hours \$60.00
	after regular hours \$150.00	after regular hours \$150.00
Re-connection fee due to plumbing	no charge	no charge
	after regular hours \$150.00	after regular hours \$150.00
deposit water/sewer for tenants Alexandria	\$250.00	\$250.00
deposit water for tenants Glen Robertson	\$150.00	\$150.00
Large Commercial/Institutional water use	\$500.00	\$500.00
Water works staff charge out rate	\$29.00/hr + 22%	\$29.00/hr + 22%
Foreman charge out rate	\$30.00/hr + 22%	\$30.00/hr + 22%
Public Works Manager charge out rate	\$45.00/hr + 22%	\$45.00/hr + 22%
Water works Manager charge out rate	\$35.00/hr + 22%	\$35.00/hr + 22%
3) SERVICE CONNECTION FEES / Residential - Commercial		
¾" Water serv. connection + meter connection	\$2500.00*	\$2500.00*
1" Water serv. connection + meter connection	\$3000.00*	\$3000.00*
1½" Water serv. connection + meter connection	\$3250.00*	\$3250.00*
2" Water serv. connection + meter connection	\$3500.00*	\$3500.00*
3" Water serv. connection + meter connection	\$4000.00*	\$4000.00*
4" Water serv. connection + meter connection	\$5000.00*	\$5000.00*
6" Water serv. connection + meter connection	\$6000.00*	\$6000.00*
each add residential household equivalent	\$1000.00*	\$1000.00*
*meter connection = meter, back flow preventor, all connection material.		
3) SANITARY SERVICE CONNECTION FEES		
100 mm connection (1 Household equivalent)	\$2,500.00	\$2,500.00
200 mm connection (1 Household equivalent)	\$3,500.00	\$3,500.00
each add residential Unit (household equivalent)	\$1,000.00	\$1,000.00
4) WATER RATES FOR TANKERS		
service charge for fill ups 1-5m;	\$3.04/m ³ + \$10.00 filling time	\$3.11/m³ + \$10.00 filling time
6m +	\$3.04/m ³ + \$40.00 filling time	\$3.11/m³ + \$40.00 filling time
After regular hours	\$3.04/m ³ + \$120.00 filling time	\$3.11/m³ + \$120.00 filling time

**CORPORATION OF
THE
TOWNSHIP OF NORTH GLENGARRY**

RESOLUTION # _____

DATE: March 11, 2019

MOVED BY: _____

SECONDED BY: _____

THAT Council receives the Staff Report No. CS-2019-05; and

THAT Council approves the recommendation from the Arts, Culture and Heritage Committee for a 90-day extension from March 11, 2019 to June 11, 2019 for the Community Improvement Plan project at 28 Main Street North in Alexandria; and

THAT Council approves the recommendation from the Arts, Culture and Heritage Committee for a 90-day extension from March 11, 2019 to June 11, 2019 for the Community Improvement Plan project at 17-19 Main Street South in Alexandria.

Carried

Defeated

Deferred

MAYOR / DEPUTY MAYOR

Deputy Mayor: Carma Williams

Councillor: Jacques Massie

Councillor: Brenda Noble

Councillor: Jeff Manley

Councillor: Michel Depratto

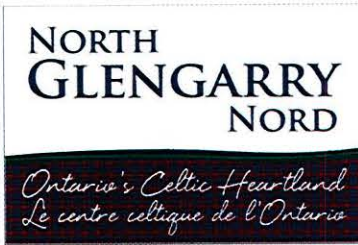
Councillor: Johanne Wensink

Mayor: Jamie MacDonald

YEA

NEA

Section 6 Item e



STAFF REPORT TO COUNCIL

Report No: CS-2019-05

March 11, 2019

From: Anne Leduc – Director of Community Services

RE: Request to extend the deadlines for the Community Improvement Plan projects located at 28 Main Street North, in Alexandria and at 17-19 Main Street South, in Alexandria.

Recommended Motion:

THAT Council receives the Staff Report No. CS-2019-05; and

THAT Council approves the recommendation from the Arts, Culture and Heritage Committee for a 90-day extension from March 11, 2019 to June 11, 2019 for the Community Improvement Plan project at 28 Main Street North in Alexandria; and

THAT Council approves the recommendation from the Arts, Culture and Heritage Committee for a 90-day extension from March 11, 2019 to June 11, 2019 for the Community Improvement Plan project at 17-19 Main Street South in Alexandria.

Background / Analysis:

Due to weather and other constraints related to the scheduling of contractors the Community Improvement Plan projects at 28 Main Street North in Alexandria and at 17-19 Main Street South in Alexandria, have faced delays. The property owner has requested a 90-day extension to complete these projects. This recommendation is brought forward for Council's consideration by the Arts, Culture and Recreation Committee.

An extension was authorized by Council on April 9, 2018. This would be the second extension on these projects.

Alternatives:

Option 1 Recommended – That Council approves the recommendations from the Community Improvement Plan Advisory Committee to approve a 90-day extension for the CIP Projects located at 28 Main Street North in Alexandria and at 17-19 Main Street South in Alexandria.

OR

Option 2 Not recommended – That Council declines the request for a 90-day extension for the CIP projects located at 28 Main Street North in Alexandria and at 17 Main Street South in Alexandria.

Financial Implications:

The sum of \$6,695.00 was allocated by resolution of Council on November 28, 2016 for the property located at 8 Main Street North in Alexandria and \$2,952.13 was allocated by resolution of Council on October 24, 2016 for the property located at 17-19 Main Street South in Alexandria. There is no impact on the Community Improvement Plan Budget as these funds are kept in reserve from year to year.

Attachments:

N/A

Others consulted:

Kimberley Champigny – Director of Finance / Treasurer



Sarah Huskinson – CAO / Clerk

**CORPORATION OF
THE
TOWNSHIP OF NORTH GLENGARRY**

RESOLUTION # _____

DATE: March 11, 2019

MOVED BY: _____

SECONDED BY: _____

THAT Council receives Staff Report No. CS 2019-06; and

THAT Council approves the application for a Catering Endorsement liquor licence for the Glen Robertson Recreation Centre and that staff be directed to proceed with the application process.

Carried

Defeated

Deferred

MAYOR / DEPUTY MAYOR

Deputy Mayor: Carma Williams

Councillor: Jacques Massie

Councillor: Brenda Noble

Councillor: Jeff Manley

Councillor: Michel Depratto

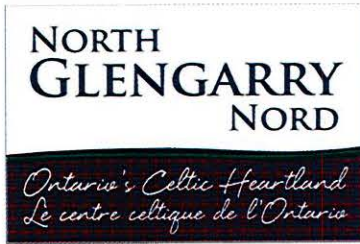
Councillor: Johanne Wensink

Mayor: Jamie MacDonald

YEA

NEA

Section 6 Item f



STAFF REPORT TO COUNCIL

Report No: CS-2019-06

March 11, 2019

From: Anne Leduc – Director of Community Services

RE: Liquor Licence – Glen Robertson Recreation Centre

Recommended Motion:

THAT Council receives Staff Report No. CS 2019-06; and

THAT Council approves the application for a Catering Endorsement liquor licence for the Glen Robertson Recreation Centre and that staff be directed to proceed with the application process.

Background / Analysis:

The Township has received a request from the Glen Robertson Recreation Association to licence the Glen Robertson Recreation Centre. Presently, the members of the Glen Robertson Association apply for Special Occasion Permits for every occasion during which liquor is served or sold.

The Association is opting to apply for a Catering Endorsement Licence which is processed through the Alcohol and Gaming Commission of Ontario. Township staff will work alongside the Association to gather the proper documentation for the filing and the Public Notice requirements.

Costs relating to the licence will be borne by the Association.

Alternatives:

Option 1 – Recommended – That Council approves the liquor licensing for the Glen Robertson Recreation Centre.

Or

Option 2 – Not recommended – That Council not approve this application.

Financial Implications:

The costs relating to the application and the Public Notice advertising will be paid by the Glen Robertson Recreation Association.

Attachments & Relevant Legislation:

Liquor Sales – New Applications to the AGCO - <https://www.agco.ca/alcohol/liquor-sales-licences-new-applications>

Others consulted:

Sarah Huskinson – CAO/Clerk

**CORPORATION OF
THE
TOWNSHIP OF NORTH GLENGARRY**

RESOLUTION # _____

DATE: March 11, 2019

MOVED BY: _____

SECONDED BY: _____

THAT Council receives Staff Report No. CS 2019-07; and

THAT Council directs staff to add the property located at 67 Carr Street East, Maxville Ontario, as recommended by the Arts, Culture and Heritage Committee, to the Municipal Register as a non-designated property of cultural heritage value and/or interest.

Carried

Defeated

Deferred

MAYOR / DEPUTY MAYOR

Deputy Mayor: Carma Williams

Councillor: Jacques Massie

Councillor: Brenda Noble

Councillor: Jeff Manley

Councillor: Michel Depratto

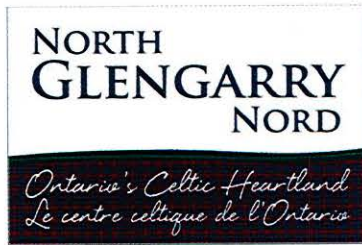
Councillor: Johanne Wensink

Mayor: Jamie MacDonald

YEA

NEA

Section 6 Item g



STAFF REPORT TO COUNCIL

Report No: CS-2019-07

March 11, 2019

From: Anne Leduc – Director of Community Services

RE: Listing of the non-designated property located at 67 Carr Street East in Maxville on the Municipal Register

Recommended Motion:

THAT Council receives Staff Report No. CS 2019-07; and

THAT Council directs staff to add the property located at 67 Carr Street East, Maxville Ontario, as recommended by the Arts, Culture and Heritage Committee, to the Municipal Register as a non-designated property of cultural heritage value and/or interest.

Background / Analysis:

The Arts, Culture and Heritage Committee has received a request from the owner of the property located at 67 Carr Street East in Maxville to list this non-designated property on the Township's Municipal Register.

The Township's Community Improvement Plan (CIP), pursuant to Phase III: Commercial fringe areas, Industrial zones, and identified buildings of significant heritage interest, came into force on January 1, 2019. The goal of Phase III is to beautify the commercial fringe areas that service the Township, to encourage the physical enhancement of the industrial park, and to preserve and restore residential and non-residential buildings that have been identified in the North Glengarry Heritage Register as being of important heritage significance to the region.

Owners of properties such as the one located at 67 Carr Street East, can elect to undergo an evaluation process overseen by the Arts, Culture and Heritage Committee, that will assess if their property meets the criteria to be listed on the Municipal Register.

Acceptance for listing would in turn allow the property owner to apply for CIP funding. Listing the property on the Municipal Register does not automatically guarantee access to CIP funding. As per all requests to the CIP program, applicants must meet all program requirements, including an evaluation by the Arts, Culture and Heritage

Committee who will in turn recommend (or not) that Council approves funding for the property.

After review of the Request for Listing Form for 67 Carr Street East in Maxville, the Arts, Culture and Heritage Committee recommends that Council approves the listing of 67 Carr Street East, Maxville ON, as a non-designated property on the Township's Municipal Register.

Alternatives:

Option 1 – Recommended – That Council approves the listing of the property as a non-designated property on the Municipal Register.

Or

Option 2 – Not recommended – That Council not approve the listing of this property on the Municipal Register.


Financial Implications:

There are no costs associated with the listing of non-designated properties on the Township's Municipal Register.

Attachments & Relevant Legislation:

Request for Listing Form – 67 Carr Street East, Maxville ON

Others consulted:



Sarah Huskinson – CAO / Clerk



Request for Listing

Municipal Heritage Register

Applicant Information		
<i>Last name</i> Gwilliam	<i>First name</i> Anne and Kevin	
<i>Street address</i> 67 Carr Street East	<i>Unit number</i>	<i>Lot/Concession</i> Lot 4 Con 18
<i>Municipality</i> Maxville	<i>Province</i> Ontario	<i>Postal code</i> K0C 1T0
<i>Telephone number</i> 613-527-2393	<i>Cell number</i> 613-361-2176	
<i>E-mail</i> annie.gwilliam@gmail.com		

Property Information		
<i>Building/Site name</i>	<i>Roll number (as per tax bill)</i> 01 11 014 000 32002 000	
<i>Civic address</i> 67 Carr Street East	<i>Unit number</i>	<i>Lot/Concession</i> Lot 4 Con 18
<i>Municipality</i> Maxville	<i>Province</i> Ontario	<i>Postal code</i> K0C 1T0
<i>Site Type</i> <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential <input type="checkbox"/> Mixed-Use (Commercial & Residential) <input type="checkbox"/> Ecclesiastical <input type="checkbox"/> Community/Museum <input type="checkbox"/> Agricultural		

Heritage Value Checklist	
1. Age: <input checked="" type="checkbox"/> Was built before the 1940s	<i>If known, please specify the construction date (or approximate construction date):</i> <u>1890</u>
2. Visually apparent features: <input checked="" type="checkbox"/> Contains historical materials and cladding <input checked="" type="checkbox"/> Contains historical architectural elements <input checked="" type="checkbox"/> Contains other period identifying features	
3. Historical importance to community: <input type="checkbox"/> Associated with a theme, event, belief, person, activity, organization, or institution <input type="checkbox"/> Defines, maintains, or supports the character of an area	

Visual Apparent Features (including information on style, major exterior features, environment, and condition). *If known, please specify the name(s) of associated architects/builders:*

The building on this property is a late Victorian (c1890) two-story residential home. It was originally clad in red brick, but is now covered with horizontal, off-white siding. The foundation is stone covered with stucco. The metal shingle roof is steeply pitched and has a decorated cornice. The plan is a modified cruciform shape with an extra extension on the east which was likely a later addition. The facade is projecting, with a three-window bay window on the first floor; and a vertical double window on the second. The main entrance is on the west side with a covered porch entrance. The porch has three pillars with decorated cornices. The building is well set back from the road, which enhances its appearance.

Description of historical materials and cladding

- Brick building with stone foundation (presently covered with siding and stucco)
- Embossed galvanized steel shingle on roof
- Painted wood cornices

Description of historical architectural elements

- Late Victorian (c1890) style
- Brick home
- Stone foundation
- Embossed galvanized steel shingle on roof
- Decorated cornice
- Porch with decorated cornices

Description of period identifying factors

- Style of embossing on shingle
- Period-appropriate cornices

Historical importance to community (additional information and supporting documents can be attached to this form). *Please specify the associated theme, event, belief, person, activity, organization, institution, or area, where applicable.*

Description on how the property is associated with a theme, event, belief, person, activity, organization, or institution

There is an oral account that this was possibly the residence of the first mayor in Maxville.

Description on how the property defines, maintains, or supports the character of an area

Modifications to the property

Description of any modification made to the property

- Building is covered in siding
- Stone foundation is covered in stucco
- Later extension on the east side of the building

Please attach additional information to this form, including an indication of geographic location (e.g. maps, aerial photography), historical photographs, current photographs, and any other relevant historical information.

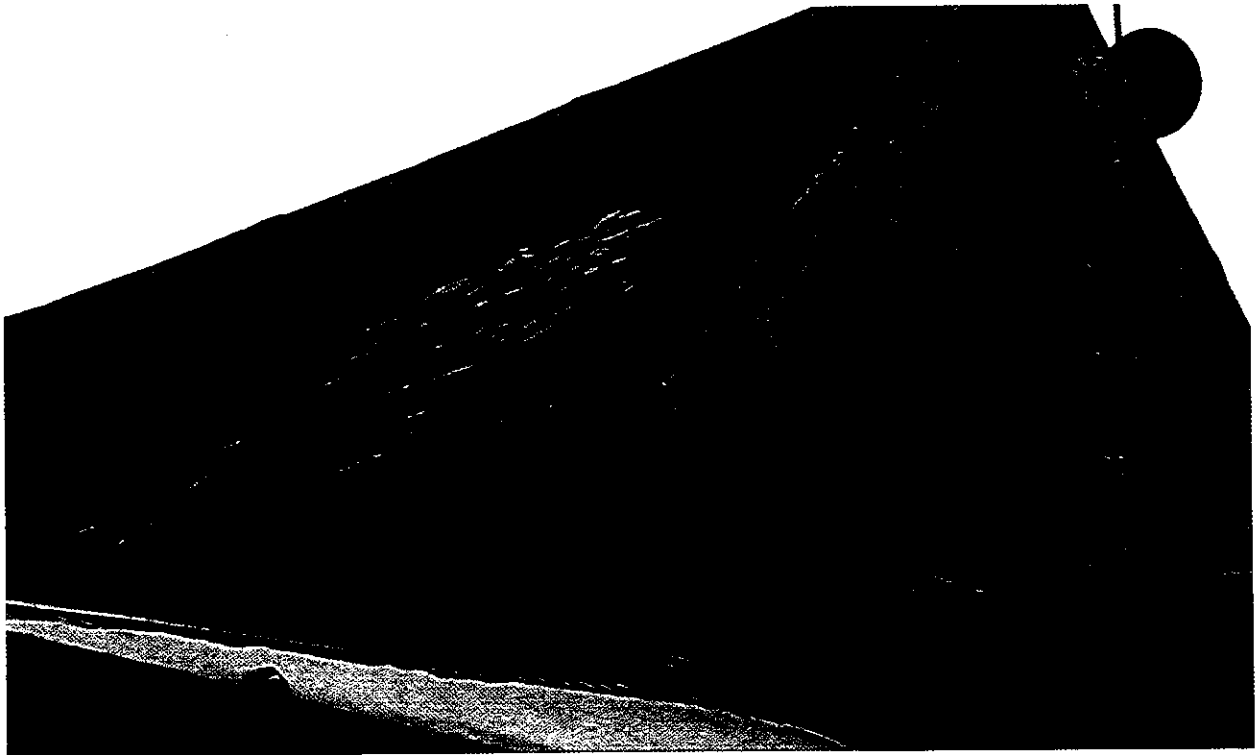
Signature

Date

67 Carr Street East, Maxville ON







**CORPORATION OF
THE
TOWNSHIP OF NORTH GLENGARRY**

RESOLUTION # _____

DATE: March 11, 2019

MOVED BY: _____

SECONDED BY: _____

THAT Council receives Staff Report No. CS 2019-08; and

THAT Council delegates authority to the Director of Community Services and the Chief Administrative Officer to issue closing payments on Community Improvement Plan projects that have met their respective funding criteria as approved by resolution of Council.

Carried

Defeated

Deferred

MAYOR / DEPUTY MAYOR

Deputy Mayor: Carma Williams

Councillor: Jacques Massie

Councillor: Brenda Noble

Councillor: Jeff Manley

Councillor: Michel Depratto

Councillor: Johanne Wensink

Mayor: Jamie MacDonald

YEA

NEA

Section 6 Item h

STAFF REPORT TO COUNCIL

Report No: CS-2019-08

March 11, 2019

From: Anne Leduc – Director of Community Services

RE: Delegation of Authority

Recommended Motion:

THAT Council receives Staff Report No. CS 2019-08; and

THAT Council delegates authority to the Director of Community Services and the Chief Administrative Officer to issue closing payments on Community Improvement Plan projects that have met their respective funding criteria as approved by resolution of Council.

Background / Analysis:

In the past, the Community Improvement Plan Advisory Committee (CIPAC) approved the closing payments on Community Improvement Plan (CIP) projects that were considered to be complete. Under the new term of Council, CIPAC's responsibilities have been transferred to the Arts, Culture and Heritage Committee (ACHC).

All intake projects are reviewed by the ACHC who will recommend (or not) that Council approves the issuance of CIP funding by resolution. Staff will regularly update the ACHC on the progress of the projects and any variation or discrepancy would be noted during the progress reports.

In order to lighten the administrative load for the ACHC, it has been recommended that staff be delegated the financial authority to issue closing payments for the CIP projects.

Projects would be reviewed by the Economic Development and Communications Officer, and payment would be contingent on receiving final approval from the Director of Community Services or the Chief Administrative Officer, depending on the monetary value of the closing (as per the financial spending thresholds in the Township's Procurement By-law 35-2018).

Alternatives:

Option 1 – Recommended – That Council approves the delegation of financial authority for the closing of Community Improvement Plan projects.

Or

Option 2 – Not recommended – That Council not approve the delegation of financial authority for the closing of Community Improvement Plan projects.

Financial Implications:

Funding for the Community Improvement Plan projects is conditional on yearly budget approval by Council and granted to each project through Council resolution.

Attachments & Relevant Legislation:

N/A

Others consulted:

Kimberley Champigny – Director of Finance / Treasurer



Sarah Huskinson – CAO / Clerk

**CORPORATION OF
THE
TOWNSHIP OF NORTH GLENGARRY**

RESOLUTION # _____

DATE: March 11, 2019

MOVED BY: _____

SECONDED BY: _____

THAT Council adopts By-law 09-2019 being a Bylaw to approve the Tangible Capital Asset Policy; and

THAT By-law 09-2019 be read a first, second and third time and enacted in Open Council this 11th day of March, 2019.

Carried

Defeated

Deferred

MAYOR / DEPUTY MAYOR

Deputy Mayor: Carma Williams

Councillor: Jacques Massie

Councillor: Brenda Noble

Councillor: Jeff Manley

Councillor: Michel Depratto

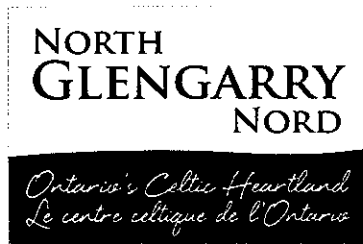
Councillor: Johanne Wensink

Mayor: Jamie MacDonald

YEA

NEA

Section 6 Item i



STAFF REPORT TO COUNCIL

Report No: TR-2019-09

March 5th, 2019

From: Kim Champigny - Director of Finance/Treasurer

RE: Tangible Capital Asset Policy

Recommended Motion:

THAT Council adopts Bylaw 09-2019 being a Bylaw to approve the Tangible Capital Asset Policy.

Background / Analysis:

The Public Sector Accounting Board (PSAB) has approved the reporting of all tangible capital assets for municipalities. As such, Council is required to pass a policy to deal with the treatment of tangible capital assets. This includes capitalization thresholds and lifecycles to provide consistent amortization of the Township's assets.

Currently there is no policy in place.

Alternatives:

Option 1: Adopt Bylaw 09-2019, a Bylaw to approve the Tangible Capital Asset Policy.

Option 2: Do not adopt Bylaw 09-2019, a Bylaw to approve the Tangible Capital Asset Policy.

Financial Implications:

There is no current policy in place, thus there are no rules for consistent amortization of the Township's assets leaving the auditor to subjectively depreciate assets.

Attachments & Relevant Legislation:

Generally Accepted Generally Accepted Account Principles (GAAP)

Public Sector Accounting Board (PSAB)

Others Consulted:

Director of Public Works
CAO/Clerk

A handwritten signature in black ink, appearing to read "Sarah Huskinson".

Reviewed and Approved by:
Sarah Huskinson, CAO/Clerk

THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY

BYLAW NO. 09-2019

BEING a by-law to adopt the Tangible Capital Asset Policy for the Township of North Glengarry.

WHEREAS the Council of The Corporation of the Township of North Glengarry deems it important to revise the current Procurement Policy;

AND WHEREAS the Municipal Act, 2001. c. 25, s 5(1) provides that the powers of a municipality shall be exercised by its council;

AND WHEREAS the Municipal Act, 2001 c. 25, s 5 (3) that municipal power, including a municipality's capacity, rights, powers and privileges shall be exercised by by-law;

AND WHEREAS the Public Sector Accounting Board (PSAB) has approved the reporting of all tangible capital assets for municipalities;

AND WHEREAS Council is required to pass a policy to deal with the treatment for tangible capital assets;

AND WHEREAS the Canadian Institute of Chartered Accountants (CICA) has developed guidelines to assist municipalities in the creation of a policy;

AND WHEREAS this policy prescribes the accounting and financial reporting treatment of tangible capital assets for all departments of the Township of North Glengarry;

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

1. **THAT:** The Tangible Capital Asset Policy attached to and forming part of this bylaw be approved;
2. **THAT:** This bylaw shall come into force and effect on the date of its final passage.

READ a first, second, third time and enacted in Open council this 11th day of March, 2019

Clerk/Deputy Clerk

Mayor

TANGIBLE CAPITAL ASSET POLICY

BACKGROUND

The adoption of a Tangible Capital Asset Policy is a prudent business practice that will strengthen corporate decision making through improved capital asset management and will provide increased reporting transparency to Council and the public.

1. PURPOSE

- ensure tangible capital assets are recorded appropriately and accurately;
- provide for the amortization of tangible capital assets;
- ensure that all tangible capital asset acquisitions are planned for, acquired and financed in an appropriate and timely manner;
- ensure that all tangible capital asset disposals or write-downs are recorded in a timely manner;
- provide a framework for the annual capital budget review and approval process;
- improve the management of the organization by promoting long term planning, prioritization and control of capital expenditures.

2. DEFINITIONS

“Amortization” means the reduction in the value of an asset due to usage, passage of time, wear and tear, technological outdateding or obsolescence, depletion or other such factors. Sometimes known as depreciation, it is the method of attributing the historical or purchase cost of an asset across its useful life, roughly corresponding to normal wear and tear.

“Betterments” mean subsequent expenditures on tangible capital assets that enhance the service potential of the asset.

Service potential is enhanced by:

- a) an increase in previously assessed physical output or service capacity;
- b) lower associated operating costs; or
- c) an improvement in the quality of the output. Service potential enhancements may or may not increase the remaining useful life of the tangible capital asset.

“Capital Lease” means a lease, with contractual terms, that transfers substantially all the benefits and risks inherent in ownership of property to the Township. For substantially all the benefits and risks of ownership to be transferred, one or more of the following conditions must be met:

- a) There is reasonable assurance that the Township will obtain ownership of the leased property by the end of the lease term.
- b) The lease term is of such duration that the Township will receive substantially all the economic benefits expected to be derived from the use of the leased property over its life span.
- c) The lessor is assured of recovering the investment in the leased property and of earning a return on the investment because of the lease agreement.

“Capitalization Threshold” means the value above which assets are capitalized and reported as non-financial assets in the financial statements.

“Component” means a part of an asset with a cost that is significant in relation to the total cost of that asset.

“Cost” can mean one of the following:

- **Purchased assets** -cost includes the purchase price and other acquisition costs such as installation costs, design and engineering fees, legal fees, survey costs, site preparation costs, freight charges, transportation insurance costs, and duties.
- **Constructed or developed assets** -cost includes the gross amount of consideration directly attributable to acquire control of, construct or develop the asset.
- **Donated or contributed assets** - cost equals the fair value at the date of donation or contribution. If determining the fair value is not feasible, the asset should be recorded at the nominal amount of \$1.00.

“Fair Value” means the amount of consideration that would be agreed upon in an arm's length transaction between knowledgeable, and willing parties who are under no compulsion to act.

“Linear Asset” are assets generally constructed or arranged in a continuous and connected network. They are usually defined in terms of details such as length, unit of measure and geographic reference (start and end points).

“Market Value” means the estimated amount for which a property would be exchanged on the date of valuation between a willing buyer and a willing seller in an arm's length transaction wherein the parties acted knowledgeably, prudently and without compulsion. See also Fair value.

“Net Book Value” means the cost of a tangible capital asset plus betterments, less accumulated amortization and the amount of any write-downs.

“Pooled Assets” means a group of assets having a similar expected useful life, of a similar type and value. The asset may have a value below the materiality threshold when considered on an individual basis but collectively exceed the threshold level (i.e. computers on the network, office furniture, library collections, etc.)

“Residual value” means the estimated net realizable value of a tangible capital asset at the end of its useful life.

“Responsible Department” means the department that is responsible for an asset is the department that controls either:

- a) the use of the asset in the delivery of internal services to other Township departments; or
- b) the use of the asset in the delivery of Township services to external parties.

“Service Potential” means the tangible capital asset's output or service capacity, normally determined by reference to attributes such as physical output capacity, quality of output, associated operating costs and useful life.

“Tangible Capital Assets” means non-financial assets having physical substance that:

- a) are held for use in the production or supply of goods and services, for rental to others, for administrative purposes or for the development, construction, maintenance or repair of other tangible capital assets;
- b) have useful economic lives extending beyond an accounting period;
- c) are to be used on a continuing basis; and
- d) are not for sale in the ordinary course of operations.

“Useful Life” means the estimate of either the period over which the Township expects to use a tangible capital asset or the number of production or similar units that it can obtain from the tangible capital asset. The life of a tangible capital asset may extend beyond its useful life. The life of a tangible capital asset, other than land, is finite, and is normally the shortest of the physical, technological, commercial and legal life.

“Write-down” means the reduction in the cost of a tangible capital asset to reflect the decrease in the quality or quantity of its service potential due to a permanent impairment, and the Township still owns the asset written down. A write-down should not be confused with a "write off", which is treated as a disposal.

3. PROCEDURES

3.1. Asset Definitions & Classification

Capitalization

Tangible capital assets that have an acquisition value per individual item or unit that exceeds the capitalization thresholds by asset type will be capitalized. Thresholds and estimated useful life are noted on Appendix “A” to this policy.

Classification

Tangible capital assets will be classified in the following major categories:

- Land
- Land Improvements
- Bridges
- Buildings
- Computer Hardware/Software
- Culverts
- Hydrants
- Machinery and Equipment
- Paths and Trails
- Pooled Assets
- Roads
- Sidewalks
- Street Lighting/Signal Lights
- Vehicles
- Water/Wastewater Infrastructure

The following assets will not be capitalized:

- land (or other assets) acquired by right, such as Crown lands, forests, water and mineral resources;
- works of art and historical treasures; and
- intangible assets such as patents, copyrights and trademarks.

Assets will be transferred to the applicable category once it goes into service. Amortization will also begin when the asset goes into services.

Capital Leases

The Township will account for a capital lease as an acquisition of a tangible capital asset and incurrence of a liability.

3.2. Recording Assets

When to Record Tangible Capital Assets

A physical asset will be recorded as a tangible capital asset in the Township financial statements as of the date it meets the definition of a tangible capital asset. Control of the asset's economic benefit or liability is a key concept in determining when to record a tangible capital asset for the Township.

Betterments vs. Maintenance

Betterments which exceed the capitalization threshold of the applicable capital asset class will be included in the tangible capital asset's cost. Any other expenditure would be considered a repair or maintenance and expensed in the period.

Single asset versus asset division into components and/or segments

Tangible capital assets may be accounted as a single asset or by components. A linear asset may also be accounted for by segments or a combination of segments and components. Whether the component and/or segment approach is to be used will be determined by the usefulness of the information versus the cost of collecting and maintaining information at the more detailed component or segment level.

Grouped/Pooled Assets

Assets that have an individual unit value less than the corresponding capitalization threshold (on their own) but have a material value as a group can be 'grouped' as a single asset with one combined value in the asset accounting records. The asset must be similar in nature and function (i.e. office desks) and have a useful life greater than one year. Grouped/pooled assets must be inventoried on an annual basis to confirm that amounts are correct, and dispositions/acquisitions have been noted

4. ASSET VALUATION

4.1 Definition of Cost

Tangible capital assets should be recorded at cost plus all ancillary charges necessary to place, prepare, and install the asset in its intended location and condition for use. Cost includes all non-refundable taxes and is net of any trade discounts or rebates. Capital grants or donations towards a purchase or construction or betterment of a tangible capital asset are not netted against the cost of the related tangible asset.

4.2. Donated or Contributed Assets

For donated or contributed assets that meet the criteria for recognition as tangible capital assets, cost is equal to the fair value at the date of donation or contribution. Fair value may be determined using market or appraisal values. If it is not practical to determine the fair market or appraised value, a reasonable estimated cost shall be used. Ancillary costs necessary to place, prepare, and install the donated asset in its intended location and condition for use should be capitalized.

5. AMORTIZATION METHODS AND ESTIMATED USEFUL LIFE

5.1. Amortization

The cost, less any residual value, of a tangible capital asset with a limited life should be amortized over its useful life using the straight-line amortization method and will be calculated on a yearly basis. Land has an unlimited useful life and should not be amortized. No amortization should be recorded on tangible capital assets which have been removed from service but not yet physically disposed of either through sale, demolition/dismantling, trade-in or transfer.

5.2. Estimated Useful Life

An asset's useful life is based on the Township's planned use of that asset and experience with other similar assets

5.3. Residual Values

In most cases, the Township will hold a tangible capital asset for an extended period and as a result, the residual/salvage value will be immaterial for most asset classes. A residual value may be recorded for a tangible capital asset when the responsible department believes that the asset will have a significant value beyond its useful life to the Township.

6. REVIEW AND WRITE-DOWNS

6.1. Revising Amortization Methods and Estimated Useful Life

The estimated remaining useful life and residual value should be reviewed on a regular basis by the responsible department with assistance from the Director of Finance/Treasurer and revised when the appropriateness of a change can be clearly demonstrated.

The effect of a change in the estimated useful life of a tangible capital asset and its associated effect on amortization expense are allocated to the period of revision and applicable future periods.

6.2. Write-down for Impairment

A write-down for impairment of a tangible capital asset is required when either:

- service potential is impaired (i.e. the asset no longer contributes to the Township's ability to deliver goods or services); or
- future economic benefits are impaired (i.e. the net book value of the tangible capital asset is more than the future economic benefits expected from its use and this excess is expected to be permanent).

Write-downs of tangible capital assets should be recorded as a current period expense in the period that the decrease can be measured and is expected to be permanent. Both conditions are required to write down the asset. Write-downs are permanent and cannot be reversed in subsequent periods even if circumstances change.

7. MAINTAINING RECORDS

The responsible department will notify the Director of Finance/Treasurer of the related asset description, details of the asset, and the date in use when tangible capital assets are purchased, acquired, developed, improved, constructed, or donated.

The Director of Finance/Treasurer is responsible for ensuring the accounting records are adjusted based on the information provided by the responsible department.

The responsible department will periodically review the accounting records to ensure that they are current, accurate, and complete. The Director of Finance/Treasurer is responsible to ensure that periodic asset inventories are performed and documented.

8. ASSET DISPOSAL

When tangible capital assets are taken out of service, destroyed, replaced due to obsolescence, scrapped, abandoned, dismantled or otherwise written off, the responsible department will notify the Director of Finance/Treasurer of the related asset description, details of the asset disposal (i.e. proceeds on sale or transfer or trade-in), and the effective date of the change in the use of the asset. Any gain or loss on the disposal will be recorded as a revenue or expense, respectively, in the period of the disposal.

9. FINANCIAL REPORTING AND BUDGETING

9.1. Amortization

Amortization is accounted for as an expense in the statement of operations and reported on other financial schedules.

9.2. Disclosure Required

In total and for each major category of capital assets, the Township will disclose the following in the annual financial statements:

- a) Cost at the beginning and end of the period;
- b) Additions in the period;
- c) Disposals in the period;
- d) The amount of any write-downs in the period;
- e) The amount of amortization for the period;
- f) Accumulated amortization at the beginning and end of the period;
- g) Net carrying amount at the beginning and end of the period.

9.3. Budgeting and Approvals

Expenditures for tangible capital assets will be included in the Township's budget process and approved by Council.

A recommendation to change the funding, or substantially change the scope or expected outcome of an approved capital project (with or without a financial impact) must be reviewed and approved in advance by Council.

Appendix "A"

Capital Threshold and Useful Life

Asset Type	Capital Threshold (Dollars)	Useful Life (Years)
All land	None	Indefinite
Land improvements (parking lots, sprinkler systems, retaining walls, fencing, etc.)	10,000	10-25
Bridges	10,000	40
Buildings	10,000	40
Computer Hardware/Software**	5,000	5-10
Culverts	10,000	35
Hydrants	5,000	50
Machinery and Equipment**	5,000	5-20
Paths and Trails	25,000	10
Pooled Assets**	5,000	5-20
Roads (includes base, surface, etc.) **	20,000	7-40
Sidewalks	10,000	50
Street Lighting/Signal Lights	10,000	30
Vehicles **	10,000	10-25
Water/Wastewater Infrastructure**	20,000	40-100

**Due to the different types of assets in this category, useful life to be provided by Director of Public Works or Director of Finance based on the asset type.

Revised: February 26, 2019

**CORPORATION OF
THE
TOWNSHIP OF NORTH GLENGARRY**

RESOLUTION # _____

DATE: March 11, 2019

MOVED BY: _____

SECONDED BY: _____

THAT Council directs the CAO/Clerk to enter into an agreement with Turriss/Bearcom for the leasing of radio equipment.

Carried

Defeated

Deferred

MAYOR / DEPUTY MAYOR

Deputy Mayor: Carma Williams

Councillor: Jacques Massie

Councillor: Brenda Noble

Councillor: Jeff Manley

Councillor: Michel Depratto

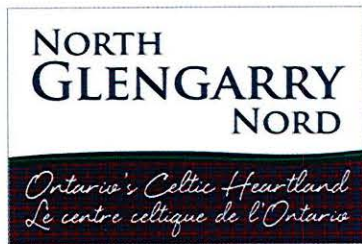
Councillor: Johanne Wensink

Mayor: Jamie MacDonald

YEA

NEA

Section 6 Item j



STAFF REPORT TO COUNCIL

Report No: TR-2019-10

March 5th, 2019

From: Kim Champigny - Director of Finance/Treasurer

RE: Radio Equipment Lease

Recommended Motion:

THAT Council directs the CAO/Clerk to enter into an agreement with Turriss/Bearcom for the leasing of radio equipment.

Background / Analysis:

In accordance with the Procurement Policy for multi-year contracts, section 9.3 indicates that “all operating contracts or agreements extending beyond the term of the current budget shall be provided to the Treasurer for review and discussion prior to Council review”.

Under section 19.3 of the policy it further states that “spending limits for multi-year contracts are based on the total life of the contracts and appropriate spending limits must be considered”. In this case, the total contract is more than \$100,000 and council approved, by resolution, is required prior to signing the contract.

Alternatives:

Option 1: Council directs the CAO/Clerk to enter a lease with Turriss/Bearcom.

Option 2: Council does not approve of entering into the lease agreement with Turriss/Bearcom.

Financial Implications:

The total cost of this contract is \$122,554 plus tax, over a 5-year term, with monthly payments of \$2,400 plus tax. The 2019 budget included \$30,000 for equipment leasing so there is adequate budget for these radios.

Attachments & Relevant Legislation:

Procurement Policy, Rev. June 2018

Others Consulted:

Fire Chief
CAO/Clerk



Reviewed and Approved by:
Sarah Huskinson, CAO/Clerk

**CORPORATION OF
THE
TOWNSHIP OF NORTH GLENGARRY**

RESOLUTION # _____

DATE: March 11, 2019

MOVED BY: _____

SECONDED BY: _____

THAT the Council of the Township of North Glengarry approves Bylaw 08-2019 being a bylaw authorizing the Mayor and Clerk to enter into a lease agreement for the property know as 18535 Diversion Road, Apple Hill, Ontario.

AND THAT By-law 08-2019 be read a first, second and third time and enact in Open Council this 11th day of March 2019.

Carried

Defeated

Deferred

MAYOR / DEPUTY MAYOR

Deputy Mayor: Carma Williams

Councillor: Jacques Massie

Councillor: Brenda Noble

Councillor: Jeff Manley

Councillor: Michel Depratto

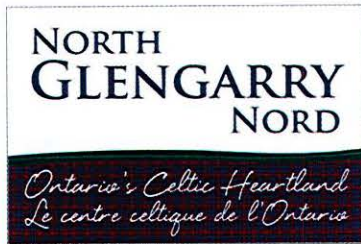
Councillor: Johanne Wensink

Mayor: Jamie MacDonald

YEA

NEA

Section 6 Item k



STAFF REPORT TO COUNCIL

Report No: FD2019-01

February 27, 2019

From: Patrick Gauthier, Fire Chief

RE: Lease of Land for Training Facility

Recommended Motion:

THAT the Council of the Township of North Glengarry approves By-law 08-2019 being a bylaw authorizing the Mayor and Clerk to enter into a lease agreement for the property know as 18535 Diversion Road, Apple Hill, Ontario.

AND THAT By-law 08-2019 be read a first, second and third time and enacted in open Council this 11th day of March, 2019.

Background / Analysis:

The North Glengarry Fire Department's Fire Management Team recognizes that a training facility is necessary in order to meet the training requirements of the Office of the Fire Marshal and firefighter safety standards as established by Occupational Health and Safety regulations (Section 21). These training requirements are significant and it is operationally and financially impossible to meet them using our current training model. Therefore, after an exhaustive search for an appropriate location, the property located at 18535 Diversion Road met all our requirements and after consultation with the property owner, a proposal was made to enter into a land-use agreement.

The location is isolated, has an existing water source which was created when the land was used as a quarry, and it is located in an area of the Township that is currently lacking a reliable year-round water source for firefighting. By developing this site, we benefit from both a training facility and a water source for Apple Hill. The Fire Management Team has not been able to find another location which offers all these benefits.

Alternatives:

Option 1: Approve Bylaw 08-2019

Option 2: Do not approve Bylaw 08-2019

Financial Implications:

Base Rent in the amount of \$2,000.00 per annum, payable monthly in advance in equal instalments of \$166.67 on the first day of each and every month, commencing on the first day of the Term. Term is 25 years.

In compliance with the Procurement Policy, this lease needs to be approved by Council as it was not part of the 2019 budget. Funding for this lease will be included in future years operating budgets, but for 2019, funding will come from Fire Department Reserves.

Attachments & Relevant Legislation:

Others Consulted:

Director of Finance/Treasurer



Reviewed and Approved by:
Sarah Huskinson – CAO/Clerk

THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY

BYLAW NO. 08-2019

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

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

AND WHEREAS the Council of the Corporation of the Township of North Glengarry deems it desirable to enter into a lease agreement with Sonja Jensen for the lease of land at 18535 Diversion Road, Apple Hill, **Ontario**;

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

1. **THAT:** The Lease Agreement marked Schedule "A" attached hereto and made part of this by-law shall constitute an agreement between Will and Sonja Jensen (the Landlord) and the Corporation of the Township of North Glengarry (the Tenant).
2. **THAT:** The Mayor and Clerk are hereby empowered to do and execute all papers and documents necessary to the execution of this by-law.
3. **THAT:** This bylaw shall come into force and effect on the date of its final passage.

READ a first, second, third time and enacted in Open council this 11th day of March, 2019.

CAO/Clerk / Deputy Clerk

Mayor / Deputy Mayor

I, hereby certify that the forgoing is a true copy of By-Law No. 08-2019, duly adopted by the Council of the Township of North Glengarry on the 11th day of March, 2019.

Date Certified

CAO/Clerk / Deputy Clerk

LEASE

Made in duplicated the ____ day of _____, 2018

BETWEEN

SONJA JENSEN

(the "Landlord")

and

THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY

(the "Tenant")

In Consideration of the rents, covenants and obligations stipulated herein the Landlord and the Tenant have agreed to enter into a Lease of certain premises being the property known municipally as 18535 Diversion Road, Apple Hill, Ontario, legally described as Con 3 Pt Lots 34, 35, Township of North Glengarry, hereinafter referred to as the "Premises".

1. GRANT OF LEASE

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

2. RENT

- (1) Rent means the amounts payable by the Tenant to the Landlord pursuant to this Section and includes Additional Rent.
- (2) The Tenant covenants to pay to the Landlord, during the Term of this Lease, rent as follows:
 - (a) For the first year of 2018-2019 base Rent in the amount of \$2,040 per annum, payable monthly in advance in equal instalments commencing on the first day of the Term. Base rent shall adjust annually for all lease years at a rate of 2%.
 - (b) If the premises are utilized, through the authorization and supervision of the tenant, by an outside organization or municipality, a \$50 fee will be paid to the Landlord by the Tenant.
- (3) The Tenant further covenants to pay all other sums required by this Lease to be paid by him and agrees that all amounts payable by the Tenant to the Landlord or to any other party pursuant to the provisions of this Lease shall be deemed to be additional rent ("Additional Rent") whether or not specifically designated as such in this Lease.
- (4) The Landlord and the Tenant agree that it is their mutual intention that this Lease shall be a completely carefree net lease for the Landlord and that the Landlord shall

not, during the Term of this Lease, be required to make any payments in respect of the Premises other than charges of a kind personal to the Landlord (such as income and estate taxes and mortgage payments):

- (a) and to effect the said intention of the parties the Tenant promises to pay the following expenses related to the Premises as Additional Rent:
 - (i) utilities (including but not limited to gas, electricity, water, heat, air-conditioning);
 - (ii) services supplied to the Premises, provided that this does not in any way oblige the Landlord to provide any services, unless otherwise agreed in this Lease;
 - (iii) maintenance;
 - (iv) insurance premiums;
 - (v) any tax or duty imposed upon, or collectable by the Landlord which is measured by or based in whole or in part directly upon the Rent including, without limitation, the goods and services tax, value added tax, business transfer tax, retail sales tax, federal sales tax, excise tax or duty or any tax similar to any of the foregoing;
 - (b) for greater certainty, the Landlord agrees that the Tenant shall not be responsible for and the following shall not be included in the calculation of Additional Rent:
 - (i) depreciation and all costs that are capital costs in general practice;
 - (ii) interest or penalties on late payments by Landlord and costs caused by a negligent or unreasonable act of the Landlord or a person for whom the Landlord is responsible;
 - (iii) costs the Landlord has the right to recover under a contract to which the Tenant is not a party;
 - (iv) costs incurred more than 24 months before the date the Tenant received the statement in which the cost was included;
 - (c) and if any of the foregoing charges are invoiced directly to the Tenant, the Tenant shall pay same as and when they become due and produce proof of payment to the Landlord immediately if requested to do so, but the Tenant may contest or appeal any such charges at the Tenant's own expense;
 - (d) and the Tenant hereby agrees to indemnify and protect the Landlord from any liability accruing to the Landlord in respect of the expenses payable by the Tenant as provided herein;
 - (e) and if the Tenant fails to make any of the payments required by this Lease then the Landlord may make such payments and charge to the Tenant as Additional Rent the amounts paid by the Landlord, and if such charges are not paid by the Tenant on demand the Landlord shall be entitled to the same remedies and may take the same steps for recovery of the unpaid charges as in the event of Rent in arrears;
- (5) All payments to be made by the Tenant pursuant to this Lease shall be delivered to the Landlord at the Landlord's address for service set out in Section 15 or to such other place as the Landlord may from time to time direct in writing.
- (6) All Rent in arrears and all sums paid by the Landlord for expenses incurred which should have been paid by the Tenant shall bear interest from the date payment was

due, or made, or expense incurred at a rate per annum equal to the prime commercial lending rate of the Landlord's bank plus two (2) per cent.

- (7) The Tenant acknowledges and agrees that the payments of Rent and Additional Rent provided for in this Lease shall be made without any deductions for any reason whatsoever unless expressly allowed by the terms of this Lease or agreed to by the Landlord in writing.
- (8) No partial payment by the Tenant which is accepted by the Landlord shall be considered as other than a partial payment on account of Rent owing and shall not prejudice the Landlord's right to recover any rent owing.
- (9) If the Term commences on any day other than the first day of a month or ends on any day other than the last day of a month, Base Rent for the fractions of a month at the commencement date and at the end of the Term shall be adjusted pro rata.

3. TERM AND POSSESSION

- (1) The Tenant shall have possession of the Premises for a period of 25 years commencing on the November 1, 2018 (the "Commencement Date"), and ending on the November 1, 2043 (the "Term").
- (2) Subject to the Landlord's rights under this Lease, and as long as the Lease is in good standing the Landlord covenants that the Tenant shall have quiet enjoyment of the Premises during the Term of this Lease without any interruption or disturbance from the Landlord or any other person or persons lawfully claiming through the Landlord.
- (3) Either Party shall have the right, at any time during the Term or any renewal thereof, to terminate the Lease without penalty upon giving ninety (90) days clear written notice to the other party.

4. ASSIGNMENT

- (1) The Tenant shall not assign this Lease or sublet the whole or any part of the Premises unless he first obtains the consent of the Landlord in writing, which consent may be arbitrarily withheld, and the Tenant hereby waives its right to the benefit of any present or future Act of the Legislature of Ontario which would allow the Tenant to assign this Lease or sublet the Premises without the Landlord's consent.
- (2) The consent of the Landlord to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting.
- (3) Any consent granted by the Landlord shall be conditional upon the assignee, sublessee or occupant executing a written agreement directly with the Landlord agreeing to be bound by all the terms of this Lease as if the assignee, sublessee or occupant had originally executed this Lease as Tenant.

5. USE

- (1) During the Term of this Lease the Premises shall not be used for any purpose other than as fire training facility in accordance with the carrying on of the Tenant's business in the ordinary course and for no other unrelated purpose without the express consent of the Landlord given in writing.
- (2) The Tenant shall have access to the Premises twenty-four (24) hours a day, seven (7) days a week.
- (3) The Tenant shall be authorized to use the water source on the Premises, otherwise referred to as a pond, for firefighting purposes during an emergency. In the event the pond is depleted due to the use of the water during an emergency, the Tenant shall refill the pond at their own expense. The Tenant shall ensure the Landlord's cattle have access to the pond in the event of a drought. Notice will be given to the Tenant by the Landlord of the requirement for the use of the water in the pond.

- (4) The Tenant shall not do or permit to be done at the Premises anything which may:
 - (a) constitute a nuisance;
 - (b) cause damage to the Premises;
 - (c) cause injury or annoyance to occupants of neighbouring premises;
 - (d) make void or voidable any insurance upon the Premises; or
 - (e) constitute a breach of any by-law, statute, order or regulation of any municipal, provincial or other competent authority relating to the Premises.

6. REPAIR AND MAINTENANCE

- (1) The Tenant covenants that during the term of this Lease and any renewal thereof the Tenant shall keep in good condition the Premises including all alterations and additions made thereto, and shall, with or without notice, promptly make all needed repairs and all necessary replacements as would a prudent owner, but the Tenant shall not be liable to effect repairs attributable to reasonable wear and tear, or to damage caused by fire, lightning or storm.
- (2) Upon the expiry of the Term, Extension Term or other determination of this Lease the Tenant agrees peaceably to surrender the Premises, including any alterations or additions made thereto, to the Landlord in a state of good repair, reasonable wear and tear and damage by fire, lightning and storm only excepted.
- (3) The Tenant shall immediately give written notice to the Landlord of any substantial damage that occurs to the Premises from any cause.
- (4) The Landlord makes no warranties or representations about the condition of the Premises or lands or their suitability for the Tenant's intended use. The Tenant acknowledges that it has conducted its own inspection of the Premises and lands prior to entering into the lease agreement and agrees that it is leasing the Premises and lands on an "as is" basis

7. ALTERATIONS AND ADDITIONS

- (1) If the Tenant, during the Term of this Lease or any renewal of it, desires to make any alterations or additions to the Premises, including but not limited to: erecting buildings, attaching equipment, and installing necessary furnishings, the Tenant may do so at its own expense.
- (2) The Tenant shall be responsible for and pay the cost of any alterations, additions, installations or improvements that any governing authority, municipal, provincial or otherwise, may require to be made in, on or to the Premises.
- (3) No sign, advertisement or notice shall be inscribed, painted or affixed by the Tenant, or any other person on the Tenant's behalf, on any part of the inside or outside of the building in which the Premises are located unless the sign, advertisement or notice has been approved in every respect by the Landlord.
- (4) The Tenant agrees, at its own expense and by whatever means may be necessary, immediately to obtain the release or discharge of any encumbrance that may be registered against the Landlord's property in connection with any additions or alterations to the Premises made by the Tenant or in connection with any other activity of the Tenant.
- (5) If the Tenant has complied with its obligations according to the provisions of this Lease, the Tenant may remove its additions and improvements at the end of the Term or other termination of this Lease and the Tenant covenants that he will make

good and repair or replace as necessary any damage caused to the Premises by the removal of the additions and improvements.

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

8. INSURANCE

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

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

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

- (6) The Tenant shall provide the Landlord with a copy of the above policies.

9. ACTS OF DEFAULT AND LANDLORD'S REMEDIES

- (1) An Act of Default has occurred when:
- (a) the Tenant has failed to pay Rent for a period of 15 consecutive days, regardless of whether demand for payment has been made or not;
 - (b) the Tenant has breached its covenants or failed to perform any of its obligations under this Lease; and
 - (i) the Landlord has given notice specifying the nature of the default and the steps required to correct it; and
 - (ii) the Tenant has failed to correct the default as required by the notice;
 - (c) any insurance policy is cancelled or not renewed by reason of the use or occupation of the Premises, or by reason of non-payment of premiums;
- (2) When an Act of Default on the part of the Tenant has occurred:
- (a) the current month's rent together with the next three months' rent shall become due and payable immediately; and
 - (b) the Landlord shall have the right to terminate this Lease and to re-enter the Premises and deal with them as he may choose.
- (3) If, when an Act of Default has occurred, the Landlord chooses not to terminate the Lease and re-enter the Premises, the Landlord shall have the right to take any and all necessary steps to rectify any or all Acts of Default of the Tenant and to charge the costs of such rectification to the Tenant and to recover the costs as Rent.
- (4) If, when an Act of Default has occurred, the Landlord chooses to waive its right to exercise the remedies available to him under this Lease or at law the waiver shall not constitute condonation of the Act of Default, nor shall the waiver be pleaded as an estoppel against the Landlord to prevent it exercising its remedies with respect to a subsequent Act of Default. No covenant, term, or condition of this Lease shall be deemed to have been waived by the Landlord unless the waiver is in writing and signed by the Landlord.

10. ACKNOWLEDGEMENT BY TENANT

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

11. SUBORDINATION AND POSTPONEMENT

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

12. RULES AND REGULATIONS

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

13. NOTICE

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

To the Landlord at:

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

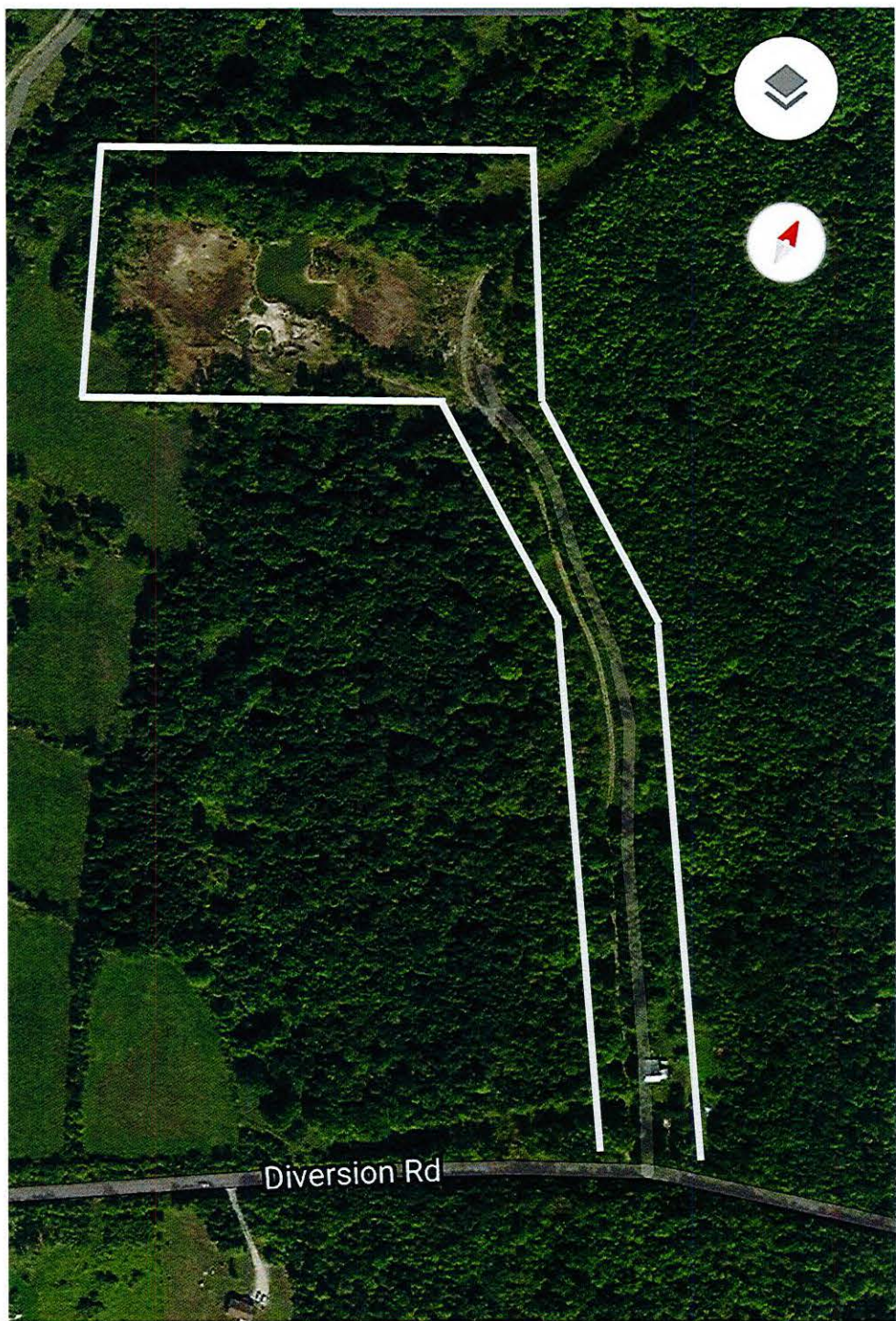
To the Tenant at:

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

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

14. REGISTRATION

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



15. INTERPRETATION

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

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

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

Chris McDonnell – Mayor

Sarah Huskinson – CAO

We have authority to bind the Corporation

Sonja Jensen.

Per:

(Witness)

**CORPORATION OF
THE
TOWNSHIP OF NORTH GLENGARRY**

RESOLUTION # _____

DATE: March 11, 2019

MOVED BY: _____

SECONDED BY: _____

THAT The Council of the Township of North Glengarry hereby endorses the Sewer and Water Line Warranty program offered by Service Line Warranties of Canada Inc. (SLWC) and endorsed by LAS and further;

THAT, the Township authorizes the Mayor and CAO/Clerk to pursue an agreement with Service Line Warranties of Canada Inc. for the marketing of their warranty program to protect service line laterals on private properties.

Carried

Defeated

Deferred

MAYOR / DEPUTY MAYOR

Deputy Mayor: Carma Williams

Councillor: Jacques Massie

Councillor: Brenda Noble

Councillor: Jeff Manley

Councillor: Michel Depratto

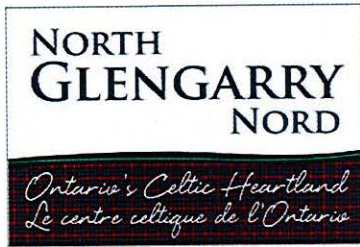
Councillor: Johanne Wensink

Mayor: Jamie MacDonald

YEA

NEA

Section 6 Item 1



WTR-2019-03

STAFF REPORT TO COUNCIL

March 11, 2019

From: Ryan C. Morton MPM, CIPM
Director of Public Works

RE: Service Line Warranties

Recommended Motion:

THAT The Council of the Township of North Glengarry hereby endorses the Sewer and Water Line Warranty program offered by Service Line Warranties of Canada Inc. (SLWC) and endorsed by LAS and further;

THAT, the Township authorizes the Mayor and CAO/Clerk to pursue an agreement with Service Line Warranties of Canada Inc. for the marketing of their warranty program to protect service line laterals on private properties.

Background / Analysis:

Staff has been in discussions with SLWC for some time regarding the various options available to Township residents. Their program is vetted under the Local Authority Services (LAS) organization which is part of the Association of Municipalities Ontario (AMO).

Staff have reviewed and contacted various other municipalities about the program and staff sees no reason not to enter in to an agreement for their program.

The Committee of the Whole were privy to a presentation on this program and were unanimously in favour of introducing it to the Township residents through the marketing agreement.

This program will permit residents to insure their service lines and internal plumbing against defects, blockages and other issues for a nominal monthly fee.

Alternatives:

- 1) Reject the program.
 - This alternative is not recommended as staff see the benefit of having this program in place and provides peace of mind for the residents.

- 2) Do nothing.
 - This alternative is not recommended as staff need direction on whether to pursue this program or not.

Financial Implications:

There is no cost to the Township outside of normal soft costs of staff time and assistance in helping set up the program.

Additional costs in the form of advertising the program may occur if the Township decided to push the program more aggressively, however much of the outreach will be done by SLWC.

Others consulted:

Sarah Huskinson, CAO
Kim Champigny, Treasurer
Dean MacDonald, Environmental Services Manager
Committee of the Whole

Attachments:

- Marketing Agreement



Reviewed by Sarah Huskinson – CAO/Clerk

MARKETING LICENSE AGREEMENT BETWEEN TOWNSHIP OF NORTH
GLENGARRY, ONTARIO & SERVICE LINE WARRANTIES OF CANADA, INC.

This MARKETING LICENSE AGREEMENT ("Agreement") entered into this ___ day of _____, 20__ ("Effective Date"), by and between Township of Alexandria, Ontario, a municipal corporation in the Province of Ontario ("Municipality"), and Service Line Warranties of Canada, Inc. ("SLWC"), a corporation organized under the laws of British Columbia, herein collectively referred to singularly as "Party and collectively as the "Parties".

RECITALS

WHEREAS, pursuant to Municipal policy, sewer and water line laterals between the mainlines and the connection on residential private property are to be maintained by the individual residential property owner ("Residential Property Owner"); and

WHEREAS, Municipality desires to offer Residential Property Owners the opportunity, but not the obligation, to purchase service lateral warranties and other warranty products or services ("Warranty Products"); and

WHEREAS, SLWC has agreed to provide the Warranty Products to Residential Property Owners subject to the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

AGREEMENT

1. Municipality hereby grants to SLWC the right to offer the Warranty Products to Residential Property Owners within the Municipality's boundaries subject to the terms and conditions herein. Municipality agrees to provide SLWC with the applicable postal codes encompassing its municipal boundaries. SLWC agrees to purchase a mailing list from a qualified third-party provider covering those postal codes.
2. Municipality hereby grants to SLWC a non-exclusive license ("License") to use Municipality's name and logo on letterhead, advertising, billing and marketing materials to be sent to Residential Property Owners from time to time, all at SLWC's sole cost and expense and subject to Municipality's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld.
3. a) The term of this Agreement ("Term") shall be three (3) years from the Effective Date. The Agreement will automatically renew for additional one (1) year terms ("Renewal Term")

unless one of the Parties gives the other written notice at least ninety (90) days prior to end of the Term or a Renewal Term that the Party does not intend to renew this Agreement.

b) The Municipality may terminate this Agreement thirty (30) days after giving written notice to SLWC that SLWC is in material breach of this Agreement if said breach is not cured during said thirty (30) period. During the Term, SLWC shall conduct marketing campaigns at the times and prices indicated on Exhibit A attached hereto.

4. As consideration for such License, SLWC will pay to Municipality five percent (5%) of revenue for Warranty Products collected from Residential Property Owners ("License Fee") during the year. The first payment shall be due by January 30th of the year after the first year Term. Succeeding License Fee payments shall be made on an annual basis throughout the Term and any Renewal Term, due and payable on January 30th of the succeeding year. SLWC shall include with the License Fee payment to Municipality a statement signed by an SLWC corporate officer certifying the amount of revenue from Warranty Products. Municipality will have the right, at its sole expense, to conduct an annual audit, upon reasonable notice and during normal business hours, of SLWC's books and records pertaining to revenue generated by this Agreement while this Agreement is in effect and for one (1) year after any termination of this Agreement.

5. SLWC hereby agrees to protect, indemnify, and hold the Municipality, its elected officials, officers, employees and agents (collectively or individually, "Indemnatee"), harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs (individually or collectively, "Claim"), which an Indemnatee may suffer or which may be sought against or are recovered or obtainable from an Indemnatee, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of the SLWC or its officers, employees, contractors, subcontractors, agents or anyone who is directly or indirectly employed by, or is acting in concert with, SLWC or its officers, its employees, contractors, subcontractors, or agents in the performance of this Agreement; provided that the applicable Indemnatee notifies SLWC of any such Claim within a time that does not prejudice the ability of SLWC to defend against such Claim. Any Indemnatee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred in connection with such participation in such defense.

6. SLWC agrees to maintain insurance of the types listed in the Certificate of Insurance, attached hereto as Exhibit B. SLWC agrees to maintain coverages comparable to or higher than those set forth on Exhibit B and to provide the City with prompt written notice of any material reduction to any such coverages.

7. Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by mail or delivery service (ii) telephonically faxed to the telephone number below provided that confirmation of transmission is received thereof, or (iii) by e-mail to the applicable address noted below. The notice shall be sent as follows:

To Municipality:
ATTN: Ryan Morton
Township of North Glengarry
Box 700, 90 Main St. South
Alexandria , ON K0C 1A0
Phone: (613) 525-1625
Email: ryanmorton@northgengarry.ca

To SLWC:
ATTN: General Manager, Business Development
Service Line Warranties of Canada, Inc.
4000 Town Center Boulevard, Suite 400
Canonsburg, PA 15317
Phone: (720) 470-8037
E-mail: jolson@utilitysp.net

8. No Third Party Beneficiary. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this Agreement any third party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

9. Modifications or Amendments/Entire Agreement. All of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that Party or a duly authorized agent of that Party empowered by a written authority signed by that party. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable for whatever reason, the remaining provisions not so declared shall, nevertheless, continue in full force and effect, without being impaired in any manner whatsoever.

10. Authority. Each Party, or responsible representative thereof, has read this Agreement and understands the contents thereof. The person(s) executing this Agreement on behalf of each Party is empowered to do so and thereby bind the respective Party.

11. This Agreement and the License granted herein may not be assigned by SLWC without the previous written consent of the Municipality, such consent not to be unreasonably withheld.

12. This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by

facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

13. Any litigation related to this Agreement shall be brought and prosecuted exclusively in courts of the Province of Ontario. The governing law shall be the laws of Ontario and the laws of Canada applicable therein.

14. The above Recitals are incorporated by this reference and expressly made part of this Agreement.

IN WITNESS WHEREOF, The Parties hereto have executed this Agreement on the day and year first written above.

Township of Alexandria

By: _____

Service Line Warranties of Canada, Inc.

By: _____

Michael Backus

Chief Sales Officer

Exhibit A

Service Line Warranty Program
Township of Alexandria, ON
Term Sheet
February 26, 2019

I. Initial Term. Three Years

II. License Fee – 5% of revenue for Warranty Products collected from Residential Property Owners, paid annually, for:

- a. Municipality logo on letterhead, advertising, billing, and marketing materials
- b. Signature by Municipality official

III. Products

- a. External water service line warranty (\$5.00 per month)
- b. External sewer/septic line warranty (\$7.25 per month)
- c. In-home plumbing warranty (\$6.50 per month)

IV. Scope of Coverage

- a. External water service line warranty:
 - i. Homeowner responsibility: From the property line to the external wall of the home.
 - ii. Covers thawing of frozen external water lines.
 - iii. Covers well service lines if applicable.
- b. External sewer/septic line warranty:
 - i. Homeowner responsibility: From the exit point of the home to the property line.
 - ii. Covers septic lines if applicable.
- c. In-home plumbing warranty:
 - i. Water supply pipes and drainage pipes within the interior of the home.

V. Marketing Campaigns. SLWC shall have the right to conduct up to three campaigns per year, comprised of up to six mailings and such other channels as may be mutually agreed.

Exhibit B

Certificate of Insurance

[Attach Certificate of Insurance]

**CORPORATION OF
THE
TOWNSHIP OF NORTH GLENGARRY**

RESOLUTION # _____

DATE: March 11, 2019

MOVED BY: _____

SECONDED BY: _____

THAT the Council of the Township of North Glengarry authorizes the Mayor and CAO/Clerk to enter in to an agreement with Seaway Construction and Management Ltd. In the amount of \$1,699,000 excluding HST in order to carry out the construction of the Booster Station as part of the Maxville Water Project.

Carried

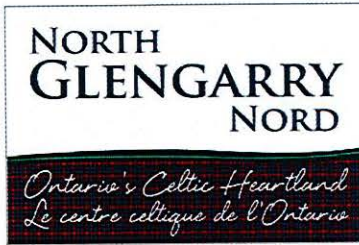
Defeated

Deferred

MAYOR / DEPUTY MAYOR

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

Section 6 Item m



WTR-2019-01

STAFF REPORT TO COUNCIL

March 11, 2019

From: Ryan C. Morton MPM,CIPM
Director of Public Works

RE: Booster Station Award

Recommended Motion:

THAT the Council of the Township of North Glengarry authorizes the Mayor and CAO/Clerk to enter in to an agreement with Seaway Construction and Management Ltd. In the amount of \$1,699,000 excluding HST in order to carry out the construction of the Booster Station as part of the Maxville Water Project.

Background / Analysis:

Staff is presenting this report to Council for the purpose of entering in to an agreement with a contractor to construct a booster station which will allow the conveyance of water from Alexandria to Maxville.

A tender was issued February 21st and the tender closed on March 5th with 4 bidders submitting on the project.

Alternatives:

N/A

Financial Implications:

The engineer's estimate on this project was \$2,023,100

The low bid came in at \$1,699,000 from Seaway Construction and Management LTD

Staff are recommending the low bidder be awarded this project.

Others consulted:

Sarah Huskinson, CAO
Kim Champigny, Treasurer
Dean MacDonald, Environmental Services Manager

Attachments:

- EVB Recommendation



Reviewed by Sarah Huskinson – CAO/Clerk



Ryan Morton
Director of Public Works
Township of North Glengarry
80 Main St.
Alexandria ON K0C 1C0

March 6, 2019

Subject: **Maxville Water Booster Station**
Township of North Glengarry, NGRWSP Contract No. 4 Tender Evaluation

Dear Mr. Morton,

We have reviewed the four (4) tenders submitted for the above noted project. The official tender results are as follows (excluding HST), and a tender evaluation spreadsheet is attached for your information:

Tenderer	Total Tendered Amount
1. Seaway Construction and Management Ltd.	\$1,699,000.00
2. Clarence McDonald Excavation Ltd.	\$1,772,000.00
3. Thomas Fuller Construction	\$1,864,750.00
<i>Engineers Estimate</i>	<i>\$2,023,100.00</i>
4. Louis W. Bray Construction	\$2,130,300.00

The tender submitted by Seaway Construction and Management Ltd. was the low tender, and after review of the tender submission, we find their tender submission to be complete. This tender was 19% below the engineer's Class "A" pretender estimate. The Seaway Construction and Management Ltd. tender submission is attached to this letter, as is the second lowest tender submitted by Clarence McDonald Excavation Limited.

The tenders included a provisional item to supply and install asphalt paving for the working area of the project. The values provided from both Seaway and McDonald for inclusion of this item are: \$36,000 and \$40,000, respectively.

An Itemized Lump Sum Breakdown was provided by the Tenderers (Seaway and McDonald), which you will find attached. The Tenders appear to be accurately distributed and competitively priced for the scope of work. Three reference projects were provided with the tender, EVB has contacted the three references provided by Seaway Construction and was able to speak with one of the references. The reference (RMC Kingston – Mark Davey) provided a relatively positive reference; the other two references have not responded to our inquiry.

Based on the information provided and in accordance with the contract documents, we recommend the Maxville Water Booster Station Construction Project (NGRWSP Contract No. 4) be awarded to Seaway Construction and Management Limited.



Please do not hesitate to contact the undersigned should you have any questions regarding the above documents.

Yours Truly,
EVB ENGINEERING

A handwritten signature in black ink, appearing to read 'Jamie Baker', is written over a horizontal line.

Jamie Baker, P.Eng.
Sr. Municipal Engineer
Attch. : Tender Submissions (2 of), Tender Breakdown Evaluation



**Maxville Water Booster Station
NGRWSP Contract No.4
24 hr Breakdown Tender Evaluation**

ITEM #	ITEM DESCRIPTION	Engineers Estimate	Seaway Construction & Management Inc.	Clarence McDonald Excavation Ltd.
1	Mobilization and Demobilization	\$0.00	\$160,000.00	\$120,000.00
2	Division 1 - General Requirements	\$204,300.00	\$110,903.00	\$44,500.00
4	Division 3 and 4 - Concrete	\$372,300.00	\$151,255.00	\$120,000.00
5	Division 5 - Metals	\$13,900.00	\$16,180.00	\$22,000.00
6	Division 6 - Wood and Plastic	\$23,000.00	\$79,180.00	\$37,000.00
7	Division 7 - Thermal and Moisture Protection	\$127,800.00	\$13,993.00	\$47,000.00
8	Division 8 & 9 - Painting	\$23,200.00	\$16,899.00	\$6,000.00
9	Division 21 to 23 - Mechanical	\$90,100.00	\$96,800.00	\$90,000.00
10	Division 25 - Instrumentation, Automation and Instrumentation	\$109,900.00	\$210,500.00	\$265,000.00
11	Division 26 to 28 - Electrical	\$320,000.00	\$245,000.00	\$297,000.00
12	Division 31 to 33 - Civil	\$181,700.00	\$145,890.00	\$203,500.00
13	Division 44 - Process Mechanical	\$341,900.00	\$246,400.00	\$255,000.00
14	Lump Sum for Other Requirements	\$15,000.00		\$55,000.00
15	Provisional Items	\$30,000.00	\$36,000.00	\$40,000.00
16	Allowances	\$70,000.00	\$70,000.00	\$70,000.00
17	Contingency allowance	\$100,000.00	\$100,000.00	\$100,000.00
Total Tendered Amount:		\$2,023,100.00	\$1,699,000.00	\$1,772,000.00

Difference Compared to Low Tender (\$)	\$324,100.00	\$0.00	\$73,000.00
Difference Compared to Low Tender (%)	19%	--	4%

Subtrade

Civil	Coalwater Excavation	Own Forces
Concrete	Brisson Foundations	Coleman Construction
Masonry	Own Forces	Coleman Construction
Building/Roofing/Arch.	Own Forces	Coleman Construction
Process Mechanical	Thousand Islands Mech	Black & McDonald
Building Mechanical	Thousand Islands Mech	Black & McDonald
Electrical	IECBL	Black & McDonald
Instrumentation and Controls	Capital Controls	Black & McDonald

**CORPORATION OF
THE
TOWNSHIP OF NORTH GLENGARRY**

RESOLUTION # _____

DATE: March 11, 2019

MOVED BY: _____

SECONDED BY: _____

THAT The Council of the Township of North Glengarry hereby appoints Lascelles Engineering Ltd. to prepare a report on the Beaudette River ARDA Branch Municipal Drain and the Thompson Ferguson Municipal Drain, in order to make changes in the assessment schedule on that meet the requirements under section “65 subsection (3) of the Drainage Act”.

Carried

Defeated

Deferred

MAYOR / DEPUTY MAYOR

Deputy Mayor: Carma Williams

Councillor: Jacques Massie

Councillor: Brenda Noble

Councillor: Jeff Manley

Councillor: Michel Depratto

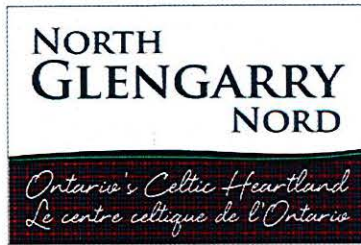
Councillor: Johanne Wensink

Mayor: Jamie MacDonald

YEA

NEA

Section 6 Item n



DRN-2019-01

STAFF REPORT TO COUNCIL

March 11, 2019

From: Ryan C. Morton MPM, CIPM
Director of Public Works

RE: Request for Change in Watershed Area for Tile Drainage

Recommended Motion:

THAT The Council of the Township of North Glengarry hereby appoints Lascelles Engineering Ltd. to prepare a report on the Beaudette River ARDA Branch Municipal Drain and the Thompson Ferguson Municipal Drain, in order to make changes in the assessment schedule on that meet the requirements under section “65 subsection (3) of the Drainage Act”.

Background / Analysis:

Staff had a request to amend the assessment schedules related to the above drains in order to supply sufficient outlet to a farmer's tile drainage system. The installation of the drainage system must be taken to “sufficient outlet” as per the Drainage Act. Due to the desire to tile drain this particular property, the outlet would change the existing watershed upon which the property is assessed and the encompassing drainage pathways.

A tile drainage company surveyed the area and has recommended that all tile drainage have sufficient outlet to the Beaudette River ARDA Branch. Some surface water may still enter Thompson Ferguson Drain, but this solution is the most cost effective way to drain the property in question.

Alternatives:

- 1) Reject the request.
 - This alternative is not recommended as the property owner would be forced to petition for a new Municipal Drain to outlet the water in to the Thompson Ferguson Drain and would also involve a new report which would encompass several property owners and a multitude of additional costs.

Financial Implications:

All of the costs associated with this recommendation will be assessed to the property owner seeking the assessment schedule changes. The proponent owns Pt. Lot 9, Concession 11 Indian Lands associated with North Glengarry Roll # 0111 011 014 60000 00000.

The costs are expected to be an upset limit of \$7500, however unexpected issues may result in additional costs and the proponent is aware of these factors.

Others consulted:

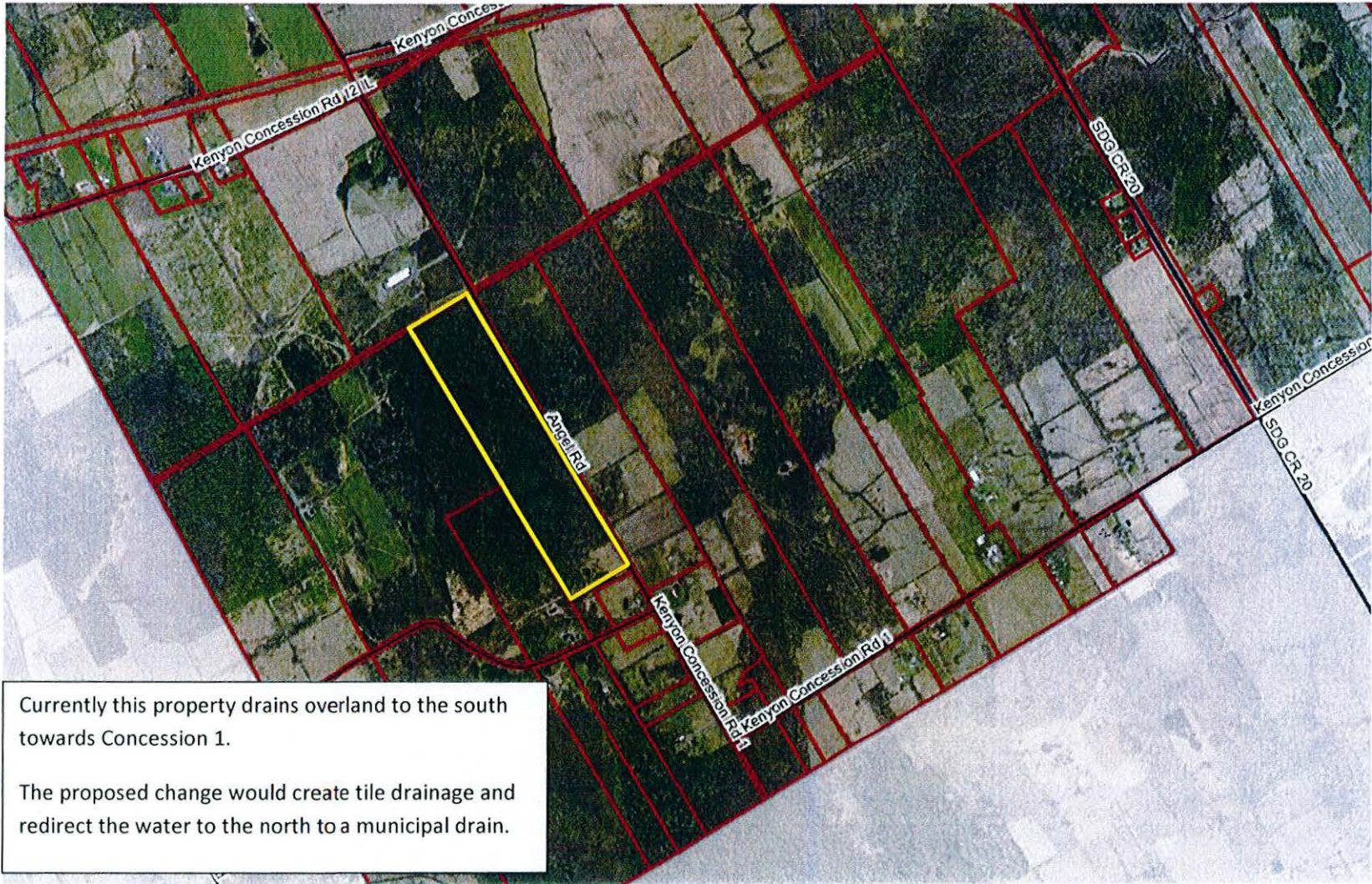
Sarah Huskinson, CAO
Kim Champigny, Treasurer
Manson Barton, Drainage Superintendent.
Andy Kestner, OMAFRA
Lorne Franklin, Robinson Consultants
Lascelles Engineering Ltd
Valdon Agriculture
Vogel Tile Drainage

Attachments:

- Map
- Request from property owner



Reviewed by Sarah Huskinson – CAO/Clerk



Currently this property drains overland to the south towards Concession 1.

The proposed change would create tile drainage and redirect the water to the north to a municipal drain.

Section 7

UNFINISHED

BUSINESS

Section 8

CONSENT AGENDA

Section 9

NEW BUSINESS

Section 10

NOTICE OF MOTION

Section 11

QUESTION PERIOD

Section 12

CLOSED SESSION

BUSINESS

**CORPORATION OF
THE
TOWNSHIP OF NORTH GLENGARRY**

RESOLUTION # _____

DATE: March 11, 2019

MOVED BY: _____

SECONDED BY: _____

Proceed "In Closed Session",

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

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

Legal Matters (as this matter deals with litigation or potential litigation, including matters before administrative tribunals affecting the municipality or local board they may be discussed in closed session under sections 239 (2)(e) of the *Ontario Municipal Act*);

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

And adopt the minutes of the Municipal Council Closed Session meeting of February 11, 2019.

Carried

Defeated

Deferred

MAYOR / DEPUTY MAYOR

YEA

NEA

Deputy Mayor: Carma Williams

Councillor: Jacques Massie

Councillor: Brenda Noble

Councillor: Jeff Manley

Councillor: Michel Depratto

Councillor: Johanne Wensink

Mayor: Jamie MacDonald

Section 12

**CORPORATION OF
THE
TOWNSHIP OF NORTH GLENGARRY**

RESOLUTION # _____

DATE: March 11, 2019

MOVED BY: _____

SECONDED BY: _____

Adopt Minutes of "In Camera" Session

That the minutes of the Municipal Council "In Camera" session meeting February 11, 2019 be adopted as printed.

Carried

Defeated

Deferred

MAYOR / DEPUTY MAYOR

YEA

NEA

Deputy Mayor: Carma Williams

Councillor: Jacques Massie

Councillor: Brenda Noble

Councillor: Jeff Manley

Councillor: Michel Depratto

Councillor: Johanne Wensink

Mayor: Jamie MacDonald

Section 12

**CORPORATION OF
THE
TOWNSHIP OF NORTH GLENGARRY**

RESOLUTION # _____

DATE: March 11, 2019

MOVED BY: _____

SECONDED BY: _____

That we return to the Regular Meeting of Council at _____.

Carried

Defeated

Deferred

MAYOR / DEPUTY MAYOR

YEA

NEA

Deputy Mayor: Carma Williams

Councillor: Jacques Massie

Councillor: Brenda Noble

Councillor: Jeff Manley

Councillor: Michel Depratto

Councillor: Johanne Wensink

Mayor: Jamie MacDonald

Section 12

Section 13

CONFIRMING BY-LAW

**CORPORATION OF
THE
TOWNSHIP OF NORTH GLENGARRY**

RESOLUTION # _____

DATE: March 11, 2019

MOVED BY: _____

SECONDED BY: _____

That the Council of the Township of North Glengarry receive By-law 10-2019; and

That Council adopt by-law 10-2019 being a by-law to adopt, confirm and ratify matters dealt with by Resolution and that By-law 10-2019 be read a first, second, third time and enacted in Open Council this 11th day of March, 2019.

Carried

Defeated

Deferred

MAYOR / DEPUTY MAYOR

Deputy Mayor: Carma Williams

Councillor: Jacques Massie

Councillor: Brenda Noble

Councillor: Jeff Manley

Councillor: Michel Depratto

Councillor: Johanne Wensink

Mayor: Jamie MacDonald

YEA

NEA

Section 13 Item a

THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY

**BY-LAW 10-2019
FOR THE YEAR 2019**

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 March 11, 2019 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 11th day of March, 2019.

CAO/Clerk / Deputy Clerk

Mayor / Deputy Mayor

I, hereby certify that the forgoing is a true copy of By-Law No. 10-2019, duly adopted by the Council of the Township of North Glengarry on the 11th day of March, 2019.

Date Certified

CAO/Clerk / Deputy Clerk

Section 14

ADJOURN

**CORPORATION OF
THE
TOWNSHIP OF NORTH GLENGARRY**

RESOLUTION # _____

DATE: March 11, 2019

MOVED BY: _____

SECONDED BY: _____

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

Carried

Defeated

Deferred

MAYOR / DEPUTY MAYOR

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

Section 14