

## **TOWNSHIP OF SOUTH GLENGARRY REGULAR MEETING OF COUNCIL AGENDA**

Monday, June 3, 2024, 7:00 PM  
Tartan Hall - Char-Lan Recreation Centre  
19740 John Street, Williamstown

	<b>Pages</b>
1. CALL TO ORDER	
2. O CANADA	
3. DISCLOSURE OF PECUNIARY INTEREST	
4. APPROVAL OF AGENDA	
Additions, Deletions or Amendments	
All matters listed under the Consent agenda, are considered to be routine and will be enacted by one motion. Should a Council member wish an alternative action from the proposed recommendation, the Council member shall request that this matter be moved to the appropriate section at this time.	
5. APPROVAL OF MINUTES	
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11. CLOSED SESSION

BE IT RESOLVED THAT Council convene to Closed Session at \_\_\_\_\_ pm to discuss the following item(s) under Section 239 (2) of The Municipal Act S.O. 2001

(k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.;

(b) personal matters about an identifiable individual, including municipal or local board employees;

(f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose

Specifically: Ongoing Litigation

(f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose;

(3.1) A meeting of a council or local board or of a committee of either of them may be closed to the public if the following conditions are both satisfied:

1. The meeting is held for the purpose of educating or training the members.

2. At the meeting, no member discusses or otherwise deals with any matter in a way that materially advances the business or decision-making of the council, local board or committee. 2006, c. 32, Sched. A, s. 103 (1).

Specifically: Integrity Commissioner Training

(d) labour relations or employee negotiations;

Specifically: Staffing Matter

11.a Ongoing Litigation (KD)

12. CONFIRMING BY-LAW

13. ADJOURNMENT

**TOWNSHIP OF SOUTH GLENGARRY  
SPECIAL MEETING MINUTES**

**May 27, 2024, 4:30 p.m.  
The Cairn Conference Room  
6 Oak Street  
Lancaster, Ontario  
K0C 1N0**

**PRESENT:** Deputy Mayor Martin Lang  
Councillor Stephanie Jaworski  
Councillor Sam McDonell  
Mayor Lachlan McDonald  
Councillor Trevor Bougie

**STAFF PRESENT:** Acting GM of Corporate Services/ Clerk Kayce Dixon  
Director of Human Resources Kristin Sommers (SDG Counties)

**1. CALL TO ORDER**

**Resolution No. 2024-145**

Moved by Deputy Mayor Lang  
Seconded by Councillor McDonell

BE IT RESOLVED THAT the May 27th, 2024 Special Council Meeting of the Township of South Glengarry now be opened at \_\_4:41\_\_\_\_ pm

CARRIED

**2. APPROVAL OF AGENDA**

The following item was added to the agenda:

By-Law 2024-30 Being a by-law to rescind by-laws 74-2023 and 2024-24

**Resolution No. 2024-146**

Moved by Councillor Bougie  
Seconded by Councillor Jaworski

BE IT RESOLVED THAT the Council of the Township of South Glengarry approve the agenda as o circulated or as o amended.

CARRIED

**3. DECLARATION OF PECUNIARY INTEREST**

**4. APPROVAL OF MINUTES**

**5. PRESENTATIONS AND DELEGATIONS**

**6. ACTION REQUESTS**

**7. BY-LAWS**

7.1 Rescindment of by-law 74-2023

**Resolution No. 2024-147**

Moved by Councillor Bougie  
Seconded by Councillor Jaworski

BE IT RESOLVED THAT the Council of the Township of South Glengarry rescind by-law 74-2023, being a by-law to appoint a CAO and by-law 2024-24 to rescind appointment of deputy clerk.

CARRIED

- 8. ITEMS FOR CONSIDERATION
- 9. CONSENT
- 10. CLOSED SESSION

**Resolution No. 2024-148**

Moved by Councillor McDonell  
Seconded by Councillor Bougie

BE IT RESOLVED THAT Council convene to Closed Session to discuss the following item(s) under Section 239 (2) of The Municipal Act S.O. 2001

(b) personal matters about an identifiable individual, including municipal or local board employees;

Specifically: Staffing Matter

CARRIED

**Resolution No. 2024-149**

Moved by Deputy Mayor Lang  
Seconded by Councillor Bougie

BE IT RESOLVED THAT Council rise and reconvene at \_\_6:20\_\_ pm into open session without reporting.

CARRIED

**Resolution No. 2024-150**

Moved by Deputy Mayor Lang  
Seconded by Councillor Jaworski

BE IT RESOLVED that Administration be directed to carry out all actions as specified in the Closed Session minutes.

CARRIED

10.1 Interim CAO Options (KD)

- 11. CONFIRMING BY-LAW

**Resolution No. 2024-151**

Moved by Councillor Bougie  
Seconded by Councillor McDonell

BE IT RESOLVED THAT by-law 2024-29, being a by-law to adopt, confirm and ratify matters dealt with by resolution be read a first, second and third time, passed, signed and sealed in open council this 27th day of May, 2024.

CARRIED

11.1 By-Law 2024-29

12. ADJOURNMENT

**Resolution No. 2024-152**

Moved by Deputy Mayor Lang  
Seconded by Councillor Bougie

BE IT RESOLVED THAT the Council of the Township of South Glengarry adjourn  
to the call of the chair at \_\_\_\_6:21\_\_\_\_ pm.

CARRIED

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**TOWNSHIP OF SOUTH GLENGARRY  
REGULAR MEETING MINUTES**

**May 21, 2024, 7:00 p.m.  
Tartan Hall - Char-Lan Recreation Centre  
19740 John Street, Williamstown**

PRESENT: Mayor Lachlan McDonald  
Deputy Mayor Martin Lang  
Councillor Sam McDonell  
Councillor Stephanie Jawarski  
Councillor Trevor Bougie

STAFF PRESENT: CAO Doug Robertson  
Acting GM of Corporate Services/Clerk Kayce Dixon  
GM Building, By-law & Enforcement Joanne Haley  
Fire Chief Dave Robertson  
Acting Gm of Finance/ Treasurer Kaylyn MacDonald  
Director of Parks, Recreation & Culture Sherry-Lynn Servage  
GM of Infrastructure Sarah McDonald  
Community Planner Max Irwin

1. CALL TO ORDER

**Resolution No. 2024-128**

Moved by Deputy Mayor Lang  
Seconded by Councillor Bougie

BE IT RESOLVED THAT the May 21st, 2024 Council Meeting of the Township of South Glengarry now be opened at \_\_\_\_7:01\_\_\_\_ pm

CARRIED

2. O CANADA

3. DISCLOSURE OF PECUNIARY INTEREST

4. APPROVAL OF AGENDA

Addition of a closed session item.

(b) personal matters about an identifiable individual, including municipal or local board employees. Specifically: Staffing Matter

The following items have been pulled from the consent agenda.

10.b and 10.d

**Resolution No. 2024-129**

Moved by Councillor Jaworski  
Seconded by Councillor McDonell

BE IT RESOLVED THAT the Council of the Township of South Glengarry approve the agenda as ☐ circulated or ☐ amended.

CARRIED

5. APPROVAL OF MINUTES

**Resolution No. 2024-130**

Moved by Deputy Mayor Lang  
Seconded by Councillor McDonell

BE IT RESOLVED THAT the minutes of the following meetings be adopted as circulated:

- Previous Meeting Minutes - May 6th, 2024

CARRIED

5.1 Previous Meeting Minutes - May 6th, 2024

6. PRESENTATIONS AND DELEGATIONS

7. ACTION REQUESTS

7.1 AGCO – License – Tartan Hall (SH)

**Resolution No. 2024-131**

Moved by Councillor Bougie  
Seconded by Deputy Mayor Lang

BE IT RESOLVED THAT Council direct the Mayor, the CAO and the General Manager of Parks, Recreation and Culture to sign the Alcohol and Gaming Commission of Ontario Licence Renewal Form.

CARRIED

7.2 Optimist Club – Fee Waiver Request (SH)

**Resolution No. 2024-132**

Moved by Councillor Bougie  
Seconded by Councillor Jaworski

BE IT RESOLVED THAT Staff Report 2024-60 be received and that the Council of the Township of South Glengarry waive the facility rental fee of \$197.75 for the licenced event taking place at Tartan Hall on June 7, 2024.

CARRIED

7.3 Optimist Club – Fee Waiver Request – Canada Day Event (SH)

**Resolution No. 2024-133**

Moved by Councillor McDonell  
Seconded by Deputy Mayor Lang

BE IT RESOLVED THAT Staff Report 2024-57 be received and that the Council of the Township of South Glengarry waive the Mobile Food License Fee of \$300 per food vendor during the Canada Day Celebration

at Smithfield Park and furthermore that the facility rental fees of \$217.95 be waived.

CARRIED

7.4 Award RFP 2024-05 - Enhanced Hamlet Signage (SM)

**Resolution No. 2024-134**

Moved by Councillor Jaworski  
Seconded by Councillor McDonell

BE IT RESOLVED THAT Staff Report 2024-56 be received and that the Council of the Township of South Glengarry Award Procurement 2024-05 to Viau Excavation in accordance with their submission of \$17,704.00 plus HST and that the General Manager of Infrastructure Services be authorized to sign any relevant documents.

CARRIED

7.5 Rural Consent Policies Review and Surplus Dwellings to a Farming Operation Update (JH)

**Resolution No. 2024-135**

Moved by Councillor Jaworski  
Seconded by Deputy Mayor Lang

BE IT RESOLVED THAT Staff Report 2024-59 be received and that the Council of the Township of South Glengarry recommends to the SDG Counties that January 1, 2024 becomes the new date included in the United Counties Official Plan whereby up to 2 Consents maybe granted, excluding the retained lot on properties designated Rural District.

CARRIED

7.6 Request to Purchase Unopened Road Allowance, between Concession 1 and 2, South Side of Lot 19, Former Township of Charlottenburgh (JH)

**Resolution No. 2024-136**

Moved by Councillor McDonell  
Seconded by Councillor Bougie

BE IT RESOLVED THAT Staff Report 2024-58 be received and that the Council of the Township of South Glengarry denies the request to purchase a portion of the unopened road allowance located between Concession 1 and 2, on the south side of Lot 19, in the former Township of Charlottenburgh, now in the Township of South Glengarry.

CARRIED

7.7 Support Resolution - Public Health Ontario Proposes Phasing out Free Water Testing for Private Wells (Archipelago)

**Resolution No. 2024-137**



Moved by Deputy Mayor Lang  
Seconded by Councillor Bougie

WHEREAS the Ontario Auditor General's annual report on public health from December 2023 indicates that Public Health Ontario is proposing the phasing-out of free provincial water testing services for private drinking water; and

WHEREAS free private drinking water testing services has played a pivotal role in safeguarding public health, particularly in rural communities, including the entire Township of The Archipelago, that rely predominantly on private drinking water; and

WHEREAS the removal of free private drinking water testing could lead to a reduction in testing, potentially increasing the risk of waterborne diseases in these vulnerable populations; and

WHEREAS the tragic events in Walkerton, Ontario underscored the critical importance of safe drinking water.

NOW THEREFORE BE IT RESOLVED that The Township of South Glengarry support the Township of the Archipelago and hereby requests that the Province reconsider and ultimately decide against the proposed phasing-out of free private drinking water testing services.

FURTHER BE IT RESOLVED that this resolution be sent to the Minister of Environment Conservation and Parks, Minister of Health, SDG District Health Unit, MPP Nolan Quinn.

CARRIED

8. BY-LAWS

8.1 2024 Budget and Tax Rates (KM)

**Resolution No. 2024-138**

Moved by Deputy Mayor Lang  
Seconded by Councillor McDonell

BE IT RESOLVED THAT Staff Report 2024-60 be received and that by-law 2024-027 being a by-law to adopt the tax rates and final taxation installment and due dates for the year 2024 be read a first, second, and third time, passed, signed and sealed in open Council this 21<sup>st</sup> day of May 2024.

CARRIED

9. ITEMS FOR CONSIDERATION

9.1 IFC-INF-Annual Review of Asset Management Progress (May 2024) (SM)

10. CONSENT AGENDA

**Resolution No. 2024-139**

Moved by Councillor Bougie  
Seconded by Deputy Mayor Lang

BE IT RESOLVED THAT Council accepts the items listed on the Consent Agenda.

CARRIED

- 10.1 CA-INF- Asset Management Non Core Update 2 (May 2024) (SM)
- 10.2 CA-INF-Chapel Squire Kenyon Concession 1 - Road Information (May 2024) (SM)

Mayor McDonald thanked Ms. McDonald for their quick turn around on this report, and commented on the size of the pot holes and how they fit within our acceptable road conditions for roads of this service level.

- 10.3 CA-INF-Road Sign Condition Assessment Summary (May 2024) (SM)
- 10.4 CLRC Sponsorship Agreements (SH)  
  
Directed to wait for more information before the agreements are made.
- 10.5 LETTER - Glendale Subdivision Community Expansion Project (South Glengarry)
- 10.6 LETTER - Unwilling Host (Multi-Municipal Energy Working Group)
- 10.7 RESOLUTION - Review of the OW and ODSP Financial Assistance Rates (Town of Goderich)
- 10.8 RESOLUTION - Blue Box Regulation (North Glengarry)
- 10.9 RESOLUTION - Eradicate Islamophobia and Antisemitism (Shelburne)
- 10.10 RESOLUTION - Ombudsman Act (Peterborough)
- 10.11 RESOLUTION - Ombudsman Act (Peterborough)
- 10.12 RESOLUTION - Review Powers under the Conservation Authorities Act (West Perth)
- 10.13 RESOLUTION - Support Use of Long Term Care Funding Support Community Care Services (Northumberland County)
- 10.14 LETTER - 2024 Rabies Control Operations Notification (MNR)

## 11. CLOSED SESSION

### **Resolution No. 2024-140**

Moved by Councillor Jaworski  
Seconded by Councillor McDonell

BE IT RESOLVED THAT Council convene to Closed Session at \_\_7:51\_\_ pm to discuss the following item(s) under Section 239 (2) of The Municipal Act S.O. 2001; (2) a meeting or part of a meeting may be closed to the public if the subject matter being considered is;

(k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.

Specifically: Ongoing Negotiations

(k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.;

(b) personal matters about an identifiable individual, including municipal or local board employees;

(f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose

Specifically: Ongoing Negotiations

(b) personal matters about an identifiable individual, including municipal or local board employees

Specifically: Staffing Matter

(b) personal matters about an identifiable individual, including municipal or local board employees

Specifically: Staffing Matter

CARRIED

#### **Resolution No. 2024-142**

Moved by Deputy Mayor Lang  
Seconded by Councillor Bougie

BE IT RESOLVED THAT Council rise and reconvene at \_9:59\_\_\_\_\_ pm into open session without reporting.

CARRIED

#### **Resolution No. 2024-141**

Moved by Councillor Jaworski  
Seconded by Deputy Mayor Lang

BE IT RESOLVED that Administration be directed to carry out all actions as specified in the Closed Session minutes.

CARRIED

### **12. CONFIRMING BY-LAW**

#### **Resolution No. 2024-142**

Moved by Councillor Bougie  
Seconded by Deputy Mayor Lang

BE IT RESOLVED THAT By-law 2024-028, being a by-law to adopt, confirm and ratify matters dealt with by resolution be read a first, second and third time, passed, signed and sealed in open council this 21st day of May, 2024.

CARRIED

13. ADJOURNMENT

**Resolution No. 2024-143**

Moved by Councillor McDonell  
Seconded by Councillor Jaworski

BE IT RESOLVED THAT the Council of the Township of South Glengarry adjourn  
to the call of the chair at \_\_10:00\_\_\_\_ pm.

CARRIED

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk



## **STAFF REPORT**

**S.R. No. 2024-61**

**PREPARED BY:** Sarah McDonald, P. Eng. GM Infrastructure

**PREPARED FOR:** Council of the Township of South Glengarry

**COUNCIL DATE:** June 3, 2024

**SUBJECT:** Confirmation of Kinloch Road Closure

### **BACKGROUND:**

1. The Township of South Glengarry passed By-Law 2024-23 being a by-law to stop up and close the road named as Kinloch Road (PIN 671260095) from Street Road to a point five (5) metres north of the Lauzon Bridge effective June 17, 2024.
2. Notice of the partial closure (attached) was mailed to over 130 residents and businesses on April 22, 2024.
3. Residents were asked to kindly provide any questions or concerns in writing before Friday May 24, 2024.

### **ANALYSIS:**

4. The Township received two (2) written comments, which are attached for Council's consideration along with the administrative response to the questions.
5. Following consideration of the public input, Council can select to maintain the by-law to close Kinloch Road (closed due to the Lauzon Bridge condition) OR direct Administration to prepare a by-law to rescind 2024-23.
6. Administration recommends receiving the public input and maintaining the by-law (Option A).

### **IMPACT ON 2024 BUDGET:**

7. Rescinding the by-law would impact the 2024 budget to accommodate bi-weekly monitoring as previously described at the Council meetings on:
  - a. [April 15, 2024](#)
  - b. [February 5, 2024](#)

**ALIGNMENT WITH STRATEGIC PLAN:**

N/A

**RECOMMENDATION:**

BE IT RESOLVED THAT Staff Report 2024-61 be received and that the Council of the Township of South Glengarry acknowledges receipt of the public feedback related to By-Law 2024-23 and

\_\_\_\_\_ **Option A.** Confirms the Direction provided by By-Law 2024-23.

\_\_\_\_\_ **Option B.** Directs Administration to prepare a by-law to rescind By-Law 2024-23 at the June 17, 2024 Council Meeting.

\_\_\_\_\_  
**Recommended to Council for  
Consideration by:  
GM Sarah McDonald :)**



## Township of South Glengarry

6 Oak Street, P.O. Box 220, Lancaster, ON, K0C 1N0

T: (613) 347-1166 | F: (613) 347-3411

[www.southglengarry.com](http://www.southglengarry.com)

April 22, 2024

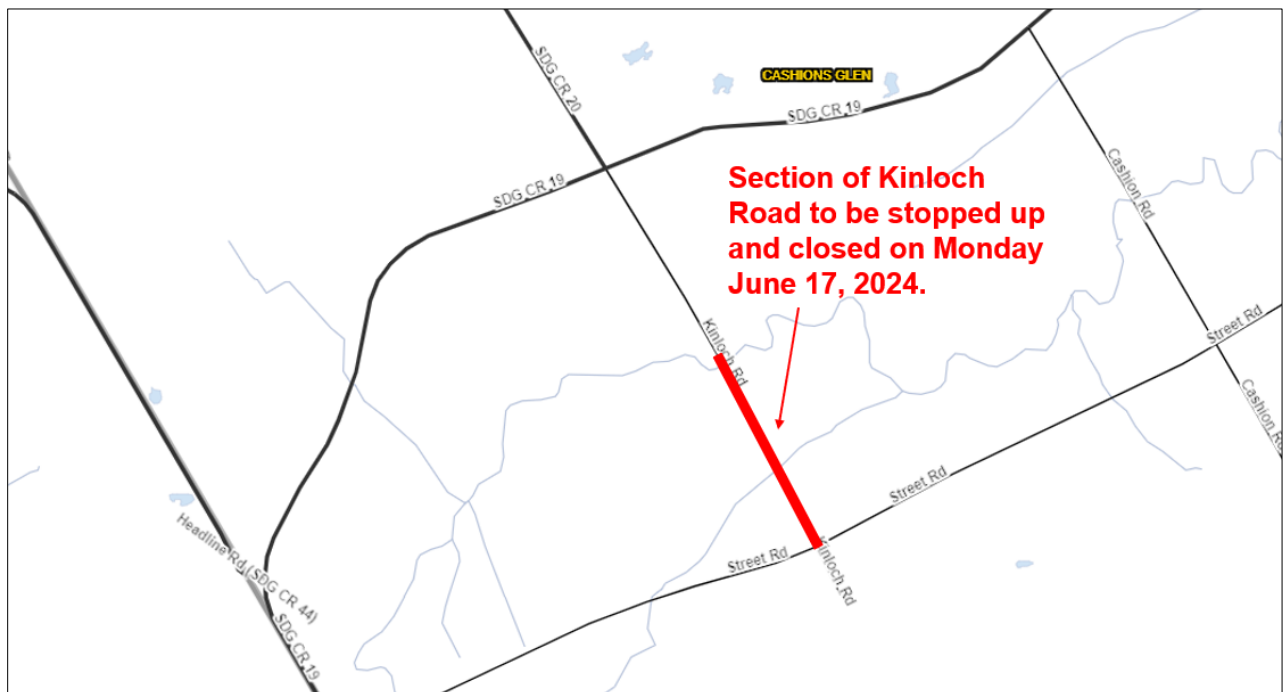
**RE: Notice of Stop up and Closure of Kinloch Road**

**Effective Monday June 17, 2024, the Township of South Glengarry will be closing Kinloch Road between Street Road and 5m north of the Lauzon Bridge.**

Take notice that the Township of South Glengarry has enacted a by-law to stop up and close Kinloch Road between Street Road and 5m north of the Lauzon Bridge. The closure date is Monday June 17, 2024.

The structural deterioration and ongoing monitoring costs of the aging Lauzon Bridge is the main factor in the Township's recent decision. The Lauzon Bridge provides Kinloch Road access over the South Branch of the Raisin River.

If you have any questions or concerns about this closure, don't hesitate to reach out to [infrastructure@southglengarry.com](mailto:infrastructure@southglengarry.com) before Friday May 24, 2024.



Sincerely,

**Sarah McDonald, P. Eng.**  
General Manager of Infrastructure  
Township of South Glengarry

## **Answers to Common Questions**

### **What were the key factors in the Township's decision to stop up and close Kinloch Road from Street Road to 5m north of the Lauzon Bridge?**

The Township is faced with aging infrastructure, increasing costs, and decreasing funding opportunities. The estimated 10-year capital costs for bridges alone are \$27,600,000, which far exceeds the current bridge funding.

The 2023 Ontario Structural Inspection Manual (OSIM) inspection indicated that the Lauzon Bridge has severe defects, requiring regular monitoring and that a full replacement of the structure is warranted in 2024. The high-level estimate for this replacement is \$2,000,000 to \$2,200,000.

Township Council made the difficult decision to reduce the level of services and close the section of Kinloch Road without residences and with the Lauzon Bridge since the replacement cost and continued costs for structural monitoring were beyond the funding available in the 2024 budget.

### **What does it mean to “stop up and close” a road?**

The term “stop up and close” means that the section of road is no longer recognized as an open or *maintained* path of travel for vehicles or pedestrians. The municipality will continue to have ownership of the unopened road allowance and the public continues to have a right to travel the unopened road allowance. However, the Municipality has no obligation to make passage over unopened road allowances easier for the public.

In this case, this means that regular road maintenance and winter control operations will not be provided to the closed section of Kinloch Road. Furthermore, the municipality will place barriers at Street Road to discourage the traveling public from accidentally arriving at a dead end (the Lauzon Bridge). However, the unopened road allowance remains available for agricultural land access.

### **I live on Kinloch Road north of Lauzon Bridge, how will this impact me?**

There are no changes to the road maintenance, winter control operations, or waste collection services provided along the section of Kinloch Road north of the Lauzon Bridge.

Kinloch Road from County Road 19 south to the Lauzon Bridge will be a dead-end road. Residents on this section of road will continue to have access to the regional transportation network via County Road 19. It is anticipated that the current load restrictions on Kinloch Road will be removed.

### **Will I still be able to access my land on Kinloch Road south of Lauzon Bridge?**

Yes! The unopened road allowance remains available to facilitate access across the Charles Laplante Drain for the abutting landowners.

### **What are the timelines for replacing the Lauzon Bridge / reopening the entirety of Kinloch Road?**

At this time, the Township is unable to provide a timeline for the replacement of the Lauzon Bridge. The Township is undertaking an asset rationalization review for the municipal road and bridge assets which will provide Township Council with a holistic view of South Glengarry's transportation network to facilitate the future decision-making process.



**From:** Sarah McDonald  
**Sent:** April 29, 2024 4:18 PM  
**To:** Infrastructure  
**Cc:** Lachlan McDonald; Doug Robertson  
**Subject:** Kinloch Road / Lauzon Bridge  
**Attachments:** N-2024-04-21-Kinloch Road Partial Closure.pdf

Good afternoon folks (residents, Council, CAO),

We've received a few e-mails about the upcoming Kinloch Road / Lauzon Bridge closure. I thought that a single response to everyone would be appropriate and provide everyone the same information. There's quite a bit to read through if you're interested, but I'm hoping it provides both **context** to the pressures and reality being faced by the municipality and a bit of **reassurance** that, while not everyone agrees with all directions, all decisions are recommended (and made) with consideration and thought to the municipality as a whole. If I receive follow-up questions, I'll consolidate answers into another single e-mail to keep it simple.

Please note that all written feedback received will be provided officially to Council on Monday June 3, 2024 in advance of the anticipated closure. This provides a public record of these concerns and an opportunity for Council to consider them formally.

Cheers,  
Sarah

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## 2024 Capital Bridge and Roads Plan

The [2024 Capital Bridge & Roads Plan](#), as approved in principal on March 4 2024, includes the following projects:

- Chapel Road Bridge – major rehabilitation
- Second Line Road Bridge – minor rehabilitation
- Third Line / Delisle Bridge – structure evaluation
- Second Line Road – pad and asphalt overlay
- Glen Road (short section) – pad and asphalt overlay
- North Branch Road – double application of high-float asphalt emulsion and fog seal
- Concession 4 – hold strategies for existing high-float surface
- Tyotown Retaining Wall – removal

This is a substantial amount of work being completed by South Glengarry given our nature as a rural lower-tier municipality. In addition to the bridge and road projects, the municipality is also constructing a water tower, completing an environmental assessment for the expansion of a water and wastewater plant, undertaking an Active Transportation and Trails Plan (take the [survey!](#)) and upgrades to our local parks and public facilities!

Notable on the 2024 budget is the very difficult and considered decision to **reduce** the level of service on two bridges, until such a time that budget is available to reinstate (if desired at that time). These are the [Kinloch Road \(Lauzon\) Bridge](#) and [Butternut Lane Bridge](#).

## Condition Assessments & Asset Management

There has been a lot going on behind the scenes in South Glengarry for asset condition assessments and asset management planning!

Through [Ontario Regulation 588/17](#), Asset Management Planning for Municipal Infrastructure, municipalities are required to prepare and maintain an Asset Management Plan (AMP). The current [Asset Management Plan](#) was approved in 2022 and will be updated following the completion of the [2024 Road Needs Study](#) (which is underway!). Late last year, the municipality completed the [biennial condition assessment](#) of the municipal bridge assets which provided [10-year total capital costs](#) of \$27,600,000 (or \$2.76M per year towards bridges alone). This number far exceeds the current funding for our municipal bridges.

Following the acceptance of the bridge report, we received direction from Council to undertake an [asset rationalization](#) for municipal roads and bridges. Many rural municipalities, like South Glengarry, are grappling with the big question of whether to fix / replace bridges or whether it's time to cut some loose, freeing up funds for other projects and / or reducing the overall tax levy. I'm expecting a few interesting discussions as we work towards sustainable and integrated capital asset planning.

The municipality also recently completed a comprehensive [Building Condition Assessment](#) which will be packaged into the upcoming AMP update.

### **Kinloch Road (Lauzon) Bridge**

The recent history of this structure is summarized in this comprehensive [February 5, 2024 report to Township Council](#) which will provide the context. I won't re-write what I've already written, but I've taken a crack at some of the questions received below:

#### **Bridge Questions**

**Q. In reference to the road's previous use as a detour route, is the Province or City not liable for some of the deterioration cost?**

A. No.

**Q. When will the structure be removed?**

A. The 2024 budget does not include funding to remove the structure. It will be removed and / or replaced at such a time as there is funding available (no known timeline).

**Q. The letter says that the proposed cost of a new bridge is \$2,000,000, what kind of bridge is being designed here?**

A. Replacement of the existing twinned culvert with a twin precast box culvert that provides a similar effective end area. The effective end area required is being confirmed through a 2024 hydraulic analysis.

**Q. My experience in estimating tells me that the actual cost of the work is a fraction of your estimate, therefore, are we to believe that the engineering and design work and tendering process is over a \$1M of this amount?**

A. The Class 'D' planning estimate is reasonable given the size of crossing and the scope of the work. It includes a 20% contingency which is typical for a Class 'D', since estimates are refined as the supporting studies are completed (hydrology, geotechnical, topo, etc...). Engineering is carried at 5-7% of the estimated construction costs. As an example of how estimates vs. actuals seem to work these days, the recently awarded Chapel Road Bridge Rehabilitation came in 33% over the Class 'A' engineer's estimate and required that Council authorize a [transfer of money from reserves](#) to not defer the project for a second year in a row.

**Q. Can council not overrule all these provincial and federal regulations and decide on a more economic solution?**

A. No, the municipality is a creation of the province and can generally only do what it has been authorized to do by the provincial government; this includes not conflicting or frustrating the purpose of provincial and federal statutes, regulations, and legislative instruments.

**Q. Is there a plan to build a recreational bridge instead?**

A. Not to my knowledge.

**Q. Can I build my own little foot bridge over the waterway to preserve a means for recreational use?**

A. It is unlikely that the municipality would permit a privately built structure on a road allowance. However, you could reach out to the [RRCA](#) to determine the feasibility of such a structure on privately owned land.

**Q. Is there a chance that re-construction will be re-visited?**

A. Of course; however, it is unlikely that it will be considered as an addition to the already passed 2024 budget.

### **Property Questions**

**Q. I have a building lot on Kinloch Road, will that lot lose its market value for a potential buyer?**

A. The municipality is not able to speculate on market values.

**Q. Will our property assessments lower and thus lower taxes?**

A. The [Municipal Property Assessment Corporation](#) (MPAC) is responsible for residential property assessments. They have a few guides online that detail the criteria they use to assess properties that may provide insight.

### **Road / Traffic Questions**

**Q. Would it be possible to utilize signage, instead of barricades, at the south end of Kinloch Road to facilitate agricultural equipment?**

A. Yes, the municipality can start with signage and monitor the usage of the road post-closure and prior to investing in barricades.

**Q. What will happen to the low grade pavement when it will deteriorate? / Will Kinloch Rd north of the bridge continue to be maintained as an asphalt road?**

A. Kinloch Road is a surface treated road (not asphalt) which has a theoretical lifespan of 7-12 years. What will happen in the future is dependant on the condition of all assets, available annual funding, long-range planning (underway, see above section on asset management), and the political will of the day. Operationally, we will maintain the existing surface, business as usual.

**Q. What about Glen Brooke as an alternate route, it is muddy as heck in the spring, won't maintenance for that street not go up?**

A. No. To put the traffic volume into perspective, if we combine all traffic traveling on Cashion, Glen Brook, and Kinloch Roads onto a single road, that single road would still be considered a low volume road. The municipality provides maintenance on the same schedule to low-volume roads, and we do not anticipate a noticeable increase in maintenance needs.

**Q. Since most traffic will be diverted to Cashion Rd, are you going to pave this road or Glen Brooke?**

A. This will be considered as part of the broader and holistic asset rationalization. However, combining the traffic volumes from all three roads (Kinloch, Cashion, Glen Brook) does not reach the minimum threshold (300 vpd) for the application of surface treatment that is stipulated in the Township's [Right-of-Way Policy](#).

**Q. How will future work on the Boundary bridge be re-routed?**

A. That will be determined in consultation with that road authority when the time comes.

### **Budget Questions**

**Q. Can I have a copy of the budget and review used to make this decision? / Can we see the Asset Rationalization Review that was used to make this decision?**

A. Yes, it is available as part of this [February 5, 2024 report to Township Council](#). In a nutshell, if the municipality completed all bridge work that was required in 2024, it would be expending \$3,500,000 for road bridge work and \$610,000 for recreational bridge work. The work carried in the 2024 budget was tender ready and had already been deferred by a year due to 2023 budget constraints.



**Sarah McDonald, P. Eng.**

*General Manager, Infrastructure Services*

6 Oak Street, Box 220, Lancaster, Ontario, K0C 1N0

T: 613-347-1166 | F: 613-347-3411 |

[smcdonald@southglengarry.com](mailto:smcdonald@southglengarry.com)

[www.southglengarry.com](http://www.southglengarry.com)



**From:** Kevin Jans [REDACTED]  
**Sent:** April 25, 2024 3:18 PM  
**To:** Infrastructure  
**Cc:** Lachlan McDonald; Sam McDonell; Stephanie Jaworski; Martin Lang; Tracy Jans  
**Subject:** Kinloch Rd bridge closure

**CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Hello,

My wife (Tracy) and I have questions and comments about the letter we received yesterday about the bridge closure.

I was born and raised on this road and still live here. I bought a 20 acre farm on this road and started a family, Since my childhood, I have noticed an increase in traffic on Kinloch Rd south:

A lot of other families have moved in the area and they use the Peanut Line with recreational vehicles. That is aside from pedestrians, local traffic and farmers.

Since my youth, I have seen the road asphalt fixed twice. In my teens, I remember around year 2002 that the Boundary Rd bridge closed for renovations and all traffic was diverted to Kinloch Rd. The amount of damage caused to Kinloch Rd was astounding, fully loaded tractor trailers + equipment created big ruts in the paved road and that is when the culvert collapsed. I knew it was collapsed since then, I used to fish next to the base of the culverts and saw this structural change. It has lasted 20+ years in a collapsed state...

Now, all traffic from Kinloch Rd will be diverted to Cashion Rd and Glen Brooke Rd (which are gravel roads), quality of travel is also reduced. This makes the township's infrastructure management look bad, as the alternate routes are worse than the route being closed. The price of everything is going up and we are getting less and less services. It makes me think that our community funds are being mismanaged.

The letter says that the proposed cost of a new bridge is \$2,000,000, what kind of bridge is being designed here? I am in the construction industry and have also worked on private, public and highway bridges in a past career so I am familiar with bridge designs/styles and also the rise of cost. I also know for a fact that the Ontario Building Code has been adding building requirements which in turn increases the cost of building. These features cost money and are making housing unaffordable. I believe the same is happening with bridges. There are simply too many requirements and "hands in the pot" making the cost of building too expensive. I have a solution that is even less expensive than removing the bridge if you would like to hear it.



**From:** Gary Jans <[REDACTED]>  
**Sent:** April 25, 2024 2:59 PM  
**To:** Infrastructure  
**Cc:** Lachlan McDonald; Martin Lang; Sam McDonell; Stephanie Jaworski  
**Subject:** Re: Kinloch Road Bridge

**CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.**

sorry I failed to include Cashion Road with Glen Brooke  
cheers, G

On Thu, Apr 25, 2024 at 2:46 PM Gary Jans <[REDACTED]> wrote:

Hi Sarah, Mr. Mayor and cc'd councillors

My name is Gary Jans and my wife Sylvie and I live at [REDACTED] Kinloch Road.  
I'm sure you are fully aware of what this letter is about.

Things that come to my immediate thoughts (in no specific order)are:

- yes, it is a road that is used less than other roads for vehicular travel, but still serves some very important needs
- we are all aware that the culvert is collapsing, it has been for a while
- we observed the rapid deterioration when this street was used as a by-pass for the repairs to the bridge at Grants Corners on Boundary
- heavy traffic including heavy trucks really affected the deterioration
- is the Province or the City of Cornwall not liable for some of that deterioration cost?
- we object to the argument that the cost of maintenance, replacement is estimated on the high side of \$2M +
- word on the street is that the removal of the existing is potentially costing \$30- \$40 K
- the letter doesn't clearly indicate that removal will occur
- can this be confirmed
- I've been in the construction industry for over 40 years and have experience in many facets including drainage ditches and waterways and culverts, I realize that there are extensive laws and standards associated with replacement. eg: OSIM
- my experience in estimating tells me that the actual cost of the work is a fraction of your estimate, therefore, are we to believe that the engineering and design work and tendering process is over a \$1M of this amount?, can council not overrule all these regulations and decide on a more economic solution?
- I can't help but think about the railway overpass on the Peanut Line near Williamstown serves a purpose for recreational use and others and a lot was spent on that...
- Kinloch Road is used daily and multiple times per day by recreational walkers and recreational vehicles that even connect to the Peanut Line
- the [REDACTED] uses this road a lot and is a main means of connecting their properties

██████████ as you may know, has a son with some disabilities and as a means of support for his son, he takes him on a "side-by-side" ride or quad ride many times per week on this quiet route.

-there are countless walkers and cyclists that use this road every single day of the week, it is an extremely popular route

-I have a building lot on the east side of the Kinloch that is very close to the bridge, will that lot lose its market value for a potential buyer?

-what I don't want is for 4-wheelers and dirt bikes and snowmobiles (young silly lads in the neighbourhood) to cut across my lot to access the "green road" further east or for that matter to cut across my sons hay fields, it already occurs from time to time and that damages the crop

-what will happen to the low grade pavement when it will deteriorate?

-will our property values degrade?

-will our property assessments lower and thus lower taxes?

-what about Glen Brooke as an alternate route, it is muddy as heck in the spring, won't maintenance for that street not go up?

-how will future work on the Boundary bridge be re-routed?

-was there a consultation process for the neighbourhood involved in this decision making process?

-is there a chance that re-construction will be re-visited?

-can I build my own little foot bridge over the waterway to preserve a means for recreational use

-can we see the Asset Rationalization Review that was used to make this decision?

-I have attached photos of a bridge I see every year that handles extremely heavy loads of logs/trees that stick out of the back end of the logging transports by another 20-30 ft.

It is for public use as well and is simplistic in nature and construction and has withstood decades of use and still does, steel I beams supported on cribs with a thick wood deck... could something like this be done to a lesser degree with restricted access for farm and recreational use?

Just some of my thoughts, cheers, Gary Jans





## **STAFF REPORT**

**S.R. No. 2024-62**

**PREPARED BY:** Sarah McDonald, P. Eng., General Manager, Infrastructure

**PREPARED FOR:** Council of the Township of South Glengarry

**COUNCIL DATE:** June 3, 2024

**SUBJECT:** Pattingale Culvert Procurement

### **BACKGROUND:**

1. The Pattingale Creek Drain Culvert replacement is part of our 2024 Capital Road Works. The large culvert is to be replaced in the location of Concession Rd 2 and 1<sup>st</sup> Line Rd.
2. Replacing a failing road culvert on a municipal drain was identified in the Township's 2024 Budget discussion.
3. The Township received two quotes from authorized dealers who can meet the OPSD 805.020 standards. Both quotes meet the following requirements
  - a. 26m long
  - b. 2010mm x 1530mm pipe arch
  - c. Galvanized pipe
  - d. 3mm to 3.5mm thickness
4. The quotes received include:

<b>Proponent</b>	<b>Total Price (excl.HST) Freight Included</b>
Atlantic Industries Limited	\$32,937.00
Armtec	\$24,749.40

### **ANALYSIS:**

5. The replacement work will be completed in-house and is required during the summer of 2024.

### **IMPACT ON 2024 BUDGET:**

6. The large culvert budget is \$160,000, which is intended to fund materials, equipment rentals, and specialty work for three potential culvert options:
  - a. Pattingale at Concession 2 (**this project**)
  - b. Wood Creek at Concession 3
  - c. Greys Creek in Glen Dale (x2)
7. The quotes are within the budget available.
8. Administration will begin planning to advance work for the next large culvert.

### **ALIGNMENT WITH STRATEGIC PLAN:**

Goal 2. Invest in our infrastructure and its sustainability.

### **RECOMMENDATION:**

BE IT RESOLVED THAT Staff Report 2024-62 be received and that the Council of the Township of South Glengarry authorize the General Manager of Infrastructure Services to proceed with the purchase of a pipe arch from Armtec in accordance with their quote for \$24,749.40 plus HST.

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**Recommended to Council for  
Consideration by:  
Acting Clerk Kayce Dixon**



## **STAFF REPORT**

**S.R. No. 2024-63**

**PREPARED BY:** Sherry-Lynn Harbers, GM of Parks, Recreation and Culture

**PREPARED FOR:** Council of the Township of South Glengarry

**COUNCIL DATE:** June 3, 2024

**SUBJECT:** Award RFP 2024-06 Canteen Services at CLRC

### **BACKGROUND:**

1. The contract for the canteen at the Char-Lan Recreation Centre expired at the end of the 2023/2024 ice season.
2. Administration issued RFP 2024-06 on April 29, 2024 for Canteen Services, the RFP closed on Tuesday, May 21, 2024.
3. Proponents were to submit the following:
  - a. Cover letter/introduction
  - b. Summary of qualifications
  - c. List of references
  - d. Proposed work plan which includes their list of services and hours intended for operation
  - e. Their proposed fee for the rental space.
4. The successful proponent will supply all their own equipment and/or enter into their own contracts for rental equipment.
5. All requirements must be followed with regards to the Eastern Ontario Health Unit, Ministry of Labour, Workplace Safety and Insurance Board, Township insurance requirements, and the Ontario Fire Code.
6. The Township received one submission;

Supplier	Proposed Fee for rental space
Snack Shack Canteen	\$250 per month +HST

### **ANALYSIS:**

7. The Snack Shack Canteen operated the CLRC Canteen for the 2023/2024 ice season and it is recommended that the contract be awarded to The Snack Shack Canteen for the upcoming 2024/2025 ice rental season.
8. The contract is for one ice rental season – 2024/2025.
9. The Snack Shack Canteen has stipulated in their submission that they would operate from October 15, 2024 to March 31, 2025.
10. The contractor is not available to operate prior to the date stipulated in their submission. In 2023, the canteen opened on October 9. This date was determined after their 2023 RFP submission, therefore the September rental was still paid in full.
11. The canteen will be open the following days/times as per the submission. Beyond these times, the contractor is available to open for special events and tournaments.
  - a. Monday to Friday: 4:00 p.m. to 8:00 p.m.
  - b. Saturday: 8:00 am. to 9:00 p.m.
  - c. Sunday: 8:00 a.m. to 4:00 p.m.
12. Administration provides the canteen contractor with an updated ice schedule throughout the season so that they are aware of any additional games, tournaments, etc.
13. List of services include various food options such as pro shop items, ice cream, hot dogs, burgers, candy, hot and cold drinks, and wraps.
14. A formalized contract agreement will be made with the Snack Shack Canteen that will outline all requirements, hours of operation and services provided.

**IMPACT ON 2024 BUDGET:**

15. The 2023/2024 canteen operation contract included an income to the Township of \$300 per month plus HST for 7 months, for a total of \$2,100 for the season.
16. The 2024/2025 canteen operation contract will include an income to the Township of \$250 per month plus HST for 6 months, with a total of \$1,500 for the season.

**ALIGNMENT WITH STRATEGIC PLAN:**

N/A

**RECOMMENDATION:**

BE IT RESOLVED THAT Staff Report 2024-63 be received and that the Council of the Township of South Glengarry award RFP 2024-06 for canteen services at the Char-Lan Recreation Centre to Snack Shack Canteen as per their submission of \$250 per month plus HST and furthermore that the Mayor and Clerk be authorized to sign all relevant documents.

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**Recommended to Council for  
Consideration by:  
Acting Clerk Kayce Dixon**



## **STAFF REPORT**

**S.R. No. 2024-64**

**PREPARED BY:** Sarah McDonald, P. Eng. – GM Infrastructure

**PREPARED FOR:** Council of the Township of South Glengarry

**COUNCIL DATE:** June 3, 2024

**SUBJECT:** Shared Tower Agreement – North Lancaster

### **BACKGROUND:**

1. Township Council passed [By-law 67-2021](#) being a by-law to enter into a lease agreement with 4141903 Canada Inc., operating as Storm Internet Inc.. The lease agreement was for a five (5) year term July 2021 through July 2026 and included:
  - a. \$250 / month lease payment to the Township for the use of space near the North Lancaster Public Works Garage for a 200 ft. communications tower.
  - b. Commercial internet for the North Lancaster Public Works Garage.
  - c. Access to an onsite generator provided by Storm Internet
2. Storm Internet Inc. is seeking to terminate the lease agreement and transfer the mutual lease to Shared Tower.
3. Shared Tower is seeking to take over the existing lease. Shared Tower ...
  - a. Develops and acquires neutral host communications infrastructure to make them more affordable for all companies to access than a typical Telecom Carrier's site.
  - b. Focused on colocation, which is a concept that is very well received by many municipalities; including South Bruce, North Bruce, Central Elgin, Uxbridge, Adjala, York Region, West Grey and are actively working towards completing a few projects with Loyalist, Region of Durham, Leamington, Essex County and Meaford.

### **ANALYSIS:**

4. The draft agreement is attached and includes the following terms with Shared Tower:

- a. 10-year lease term with one (1) automatic renewal
  - b. \$250 / month lease payment, with a 20% increase each term
  - c. Minimum insurance coverage of \$5,000,000
- 5. In addition to the draft agreement with Shared Tower, Storm Internet Inc. has committed to:
  - a. Being the anchor tenant for at least seven (7) years.
  - b. Continuing to provide complimentary internet and backup generator to the North Lancaster Public Works Garage.
  - c. Continuing to provide Internet services to homes and businesses in the community.
- 6. Operationally, there would be no change for the Township besides potentially attracting some improved cellular coverage for the community on existing infrastructure and extending the agreement from 2026 to, potentially 2044.
- 7. The Agreement with Storm Internet provides a termination clause (9.2.1) with a 120-day notice period of intent to terminate the lease. Storm Internet provided written notice on January 18, 2024 and the 120-day notice period ended on May 17, 2024.

**IMPACT ON 2024 BUDGET:**

N/A

**ALIGNMENT WITH STRATEGIC PLAN:**

N/A

**RECOMMENDATION:**

BE IT RESOLVED THAT Staff Report 2024-64 be received and that By-law 2024-31, being a by-law to mutually terminate the existing lease agreement with 4141903 Canada Inc., operating as Storm Internet Inc. and to enter into a lease agreement with Shared Tower Inc. be read a first, second and third time, passed, signed and sealed in open council this 3rd day of June 2024.

---

**Recommended to Council for  
Consideration by:  
Acting Clerk Kayce Dixon**

**THE CORPORATION OF THE  
TOWNSHIP OF SOUTH GLENGARRY  
BY-LAW 2024-31  
FOR THE YEAR 2024**

***BEING A BY-LAW TO ENTER INTO A LEASE AGREEMENT BETWEEN THE  
CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY AND SHARED TOWER INC.***

**WHEREAS** the *Municipal Act* 2001, c.25 S 5 (1) provides that the powers of a municipal corporation are to be exercised by its council;

**AND WHEREAS** the *Municipal Act* 2001, c. 25 S 5 (3) provides that the powers of every council are to be exercised by by-law;

**AND WHEREAS** Shared Tower Inc. wishes to lease an existing self-supporting 200 ft. tower on property owned by the Corporation of the Township of South Glengarry;

**AND WHEREAS** the Council of the Township of South Glengarry deems it in the public interest to enter into a lease agreement with Shared Tower Inc.

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF  
SOUTH GLENGARRY ENACTS AS FOLLOWS:**

1. **THAT** the Mayor and Clerk are hereby authorized to enter into a lease agreement between the Corporation of the Township of South Glengarry and Shared Tower Inc., attached hereto as Schedule "A" and forming party of this by-law.
2. **THAT** this By-law shall come into force and take effect on the date of its final passing.
3. **THAT** By-law 67-2021 is hereby rescinded.

***READ A FIRST, SECOND AND THIRD TIME, PASSED, SIGNED AND SEALED  
IN OPEN COUNCIL, THIS 3RD DAY OF JUNE 2024.***

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**MAYOR:**

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**CLERK:**





Storm Internet Services – [www.storm.ca](http://www.storm.ca)  
1760 Courtwood Crescent  
Ottawa, ON K2C 2B5  
Tel: (613) 567-6585  
Fax: (613) 567-3227  
Toll Free: 1-866-257-8676

January 18, 2024

General Manager of Corporate Services  
The Township of South Glengarry  
6 Oak Street,  
Lancaster, Ontario, K0C 1N0

Dear Kelli,

The tower located on the township's property ("North Lancaster Tower") is one of the three large towers that Storm is selling to Shared Tower. As per Article 10 "Assignment – Prior Consent" of our lease, we are seeking your written consent to transfer our mutual lease to Shared Tower, with the sale of North Lancaster Tower to Shared Tower.

Storm will continue to:

- be the anchor tenant on North Lancaster Tower for at least seven years;
- provide the municipal garage with the same complimentary internet connection, the commercial level SLA (service level agreement) and a connection to the backup generator for the garage doors; and
- will continue to provide internet services to homes and businesses in the community.

Shared Tower will maintain North Lancaster Tower's structure, provide insurance coverage, and pay the annual rental fee of \$3,000 (or \$250/month) in July of each year.

The transition will require signing a new lease with Shared Tower once the sale is completed within the next few weeks.

We feel that the transfer of North Lancaster Tower to Shared Tower is the most cost-effective way to ensure that the tower is properly maintained and would appreciate your support. Please confirm your agreement with the above by signing in the space provided below.

Kindest regards,

Beth Kirkwood  
Corporate Secretary, Legal & Governance Office

---

**AGREED.**

---

Sarah McDonald  
General Manager, Infrastructure Services

---

Date

---

Name:  
Title:

---

Date

## **TOWER SITE LEASE AGREEMENT**

This Tower Site Lease Agreement, hereinafter referred to as the "Lease", is made as of the last day executed below by and between Township of South Glengarry (the "Landlord") and Shared Tower Inc. (the "Tenant").

**1. Leased Premises.** Landlord hereby leases to Tenant approximately 225 square metres of space depicted in Exhibit A attached hereto (the "Leased Premises") within the property legally described in Exhibit B attached hereto (the "Property"). Landlord also hereby grants to Tenant the right to survey the Leased Premises at Tenant's cost. The survey shall automatically replace Exhibit A and become part of this Lease. The Leased Premises and any access and utility rights described herein will be used to host, support and operate a telecommunications facility, including a telecommunications tower, antennas, cables, and related structures and improvements (collectively the "Structures"), for the uses as permitted in this Lease, and for any other purpose with the Landlord's prior written consent which shall not be unreasonably withheld, conditioned or delayed.

**2. Term.** The initial term of this Lease will be ten (10) years commencing on the date of Tenant's execution of this Lease as set out below, (the "Commencement Date") and shall automatically extend for up to one (1) additional term of ten (10) years unless Tenant notifies Landlord of its intention not to renew prior to expiration of the then-current term or extension term. Unless and until any required consents are obtained under the aforesaid subdivision control legislation (if applicable), which Tenant may apply for at any time and Landlord shall cooperate and assist Tenant at no charge, the maximum term of this Lease, including any possible renewals or extension terms, shall be one (1) day less than the maximum term permitted under the aforesaid subdivision control legislation.

**3. Rent.** The rent payable will be Two Hundred and Fifty Dollars (\$250.00) per month plus applicable GST/HST (the "Rent"), paid monthly in advance beginning on the Commencement Date. Beginning with each new extension term, the then current monthly rental fee will be increased by twenty (20%) percent.

Tenant will pay for all utilities furnished to the Leased Premises and used by Tenant throughout the initial term or extension term hereof, and all other costs and expenses of every kind whatsoever in connection with the use, operation, and maintenance of the Leased Premises and all activities conducted thereon.

**4. Access.** Landlord hereby grants to Tenant the non-exclusive right of unrestricted use of the rest of the Property for purposes of access, staging, construction, installation, removal and repair of telecommunications facilities, and connections to the appropriate utilities, fibre optic and telephone facilities. Tenant and any of its assignees or licensees shall have at all times during the initial term and extension terms the right of access to and from the Leased Premises and all utility installations servicing the Leased Premises on a 24 hours per day/7 days per week basis.

If required by the applicable distribution company (the "LDC"), an easement shall be granted by Landlord in favour of the LDC, and registered on title to the Property, for installation, construction, operation and maintenance of underground and above ground power lines as required to provide electrical service to the Leased Premises.

In the event Tenant is unable to obtain a directly-metered electrical service to the Leased Premises, Landlord agrees that Tenant may install a check metre and connect to Landlord's existing electrical supply. Tenant shall be solely responsible for the costs of such installation, and shall reimburse Landlord for Tenant's electrical usage. Tenant may elect to pre-pay an estimate of its electrical usage, in which case, the parties shall reconcile such payments against Landlord's electrical billing on an annual basis with any overpayment or underpayment credited to the applicable party.

**5. Non-Disturbance Agreements.** Landlord agrees to obtain non-disturbance agreements from its lenders or other encumbrancers on title in a form required by Tenant from any of such encumbrancers at the request of Tenant. If Landlord fails to provide such agreements, Tenant may withhold and accrue the monthly rental until such time as all such documentation is received by Tenant, or, at its option, Tenant may terminate this agreement. Landlord represents and warrants to Tenant that Landlord has the full right to make this Lease and that Tenant will have quiet and peaceful possession of the Leased Premises throughout the initial term and extension terms.

**6. Tenant Financing.** Tenant may from time to time grant to certain lenders (the "Lenders") a lien on and security interest in Tenant's interest in this agreement and all assets and personal property of Tenant located at the Leased Premises (the "Personal Property") as collateral security for the repayment of any indebtedness to the Lenders. Landlord hereby agrees to subordinate any security interest, lien, claim or other similar right, including, without limitation, rights of levy or distraint for rent, Landlord may have in or on the Personal Property, whether arising by agreement or by law, to the liens and/or security interests in favour of the Lenders, whether currently existing or arising in the future. Nothing contained herein shall be construed to grant a lien upon or security interest in any of Landlord's assets. Should Lender exercise any rights of Tenant under this agreement, including the right to exercise any extension option(s), Landlord agrees to accept such exercise of rights by Lenders as if same had been exercised by Tenant, and Tenant, by signing below, confirms its agreement with this provision. If there shall be a monetary default by Tenant under this Lease, Landlord shall accept the cure thereof by Lenders within fifteen (15) days after the expiration of any grace period provided to Tenant under this Lease to cure such default, prior to terminating this Lease. If there shall be a non-monetary default by Tenant under this Lease, Landlord shall accept the cure thereof by Lenders within thirty (30) days after the expiration of any grace period provided to Tenant under this Lease to cure such default, prior to terminating this Lease. If this Lease is terminated as a result of a Tenant default or is rejected in any bankruptcy proceeding, Landlord will enter into a new lease with Lenders or their designee on the same terms as this Lease within fifteen (15) days of Lenders' request made within thirty (30) days of notice of such termination or rejection, provided Lenders pay all past due amounts under this agreement. In the event Landlord gives Tenant any notice of default under the terms of this Lease, Landlord shall simultaneously give a copy of such notice to Lender at an address to be supplied by Tenant.

**7. Governmental Approvals and Compliance.** During the initial term or extension terms, Tenant will make reasonable efforts to comply with all applicable laws affecting Tenant's use or occupancy of the Leased Premises, the breach of which might result in a penalty on Landlord. Tenant will not commit, or suffer to be committed, any waste on the Leased Premises. Landlord agrees to fully cooperate with

Tenant at no charge in order to obtain the necessary permits for construction and use of the Leased Premise and its Structures (including any modification(s) to the tower or Leased Premises or the addition(s) of equipment or licensees to the tower or Leased Premises), including, but not limited to, zoning approvals/permits and building permits, and the installation of the primary electrical service and secondary distribution, including any required above ground or buried conduit and cabling, to service the Structures. Landlord agrees not to take any action that may adversely affect Tenant's ability to obtain all of the necessary permits required for construction and use of the Structures. Tenant will obtain any necessary governmental licenses or authorizations required for the construction and use of Tenant's Structures on the Leased Premises and will furnish copies of same to Landlord as same are issued. If and to the extent Tenant is at any time required to landscape or provide screening around the outside of the tower or Leased Premises, Landlord hereby grants Tenant an easement ten (10) feet in width around the perimeter of and adjacent to the Leased Premises in order to comply with such landscaping or screening requirements.

**7. Assignment and Licensing.** Tenant may sublet or license all or part of the Leased Premises, and may assign or transfer this Lease in whole or in part without Landlord's consent. Upon such assignment, Tenant shall be relieved of all liabilities and obligations under this Lease. Landlord may not assign the Rent or this Lease or any rights hereunder, except in connection with a sale or mortgage of the entire Property, without the prior written consent of Tenant, in Tenant's sole discretion.

**8. Notices.** Notices shall be in writing and sent by mail, postage prepaid, deemed received 3 days after mailing or by facsimile transmission, deemed received on date transmitted, to the address or facsimile number of the party set forth below.

To Landlord: Township of South Glengarry  
6 Oak Street, P.O. Box 220  
Lancaster Ontario  
K0C 1N0

Rent Payable to: Township of South Glengarry  
GST/HST #: • **NTD: Please provide if available**

To Tenant: Shared Tower Inc.  
1300 Cornwall Road, Unit 101,  
Oakville, Ontario  
L6J 7W5

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by the party as above provided.

**9. Improvements and Use.** Tenant has the right, at its sole expense, to make the improvements on the Leased Premises as it may deem necessary, including any improvements necessary for the construction and operation of the Structures, including the construction of an equipment shelter on the Leased Premises, if necessary. All Tenant's improvements, including but not limited to, prefabricated buildings, generators, fencing, Structures and any other improvements will remain the property of Tenant. The Structures may be used for the transmission, reception and relay of communication signals, including, without limitation, radio frequency signals. Upon termination of this Lease, Tenant will, to the extent reasonable, restore the Leased Premises to its original condition at the commencement of this Lease, except for ordinary wear and tear and damages by the

elements or damages over which Tenant had no control. Tenant and Landlord agree that it will not be reasonable to require Tenant to remove any improvements contemplated hereunder which are permanent in nature, including but not limited to underground conduit, foundations and footings.

**10. Insurance.** (a) Tenant, at all times during the initial term or extension term of this Lease, will maintain in full force a comprehensive public liability insurance policy covering all of its operations, activities, liabilities and obligations on the Leased Premises, having limits not less than Five Million Dollars (\$5,000,000). On or before the Commencement Date, Tenant will give Landlord a certificate of insurance evidencing that such insurance is in effect.

(b) Landlord's Insurance - Landlord, at all times during the initial term or extension term of this Lease, will maintain in full force a comprehensive public liability insurance policy covering all of their operations, activities, liabilities and obligations on the Property, having limits not less than Two Hundred and Fifty Thousand Dollars (\$250,000). On or before the Commencement Date, Landlord will give Tenant a certificate of insurance evidencing that such insurance is in effect. Such insurance shall be issued by an insurance company authorized to do business in the province in which the Leased Premises is located and shall provide thirty (30) days prior written notice to the Tenant of any cancellation of such policy. Landlord shall deliver to Tenant a renewal certificate evidencing that such insurance is in effect within ten business days of Tenant's request for such insurance.

**11. Indemnity.** Tenant and Landlord indemnify and hold the other harmless against any and all costs (including legal costs) and loss to person or property which arise out of the unlawful or negligent use and/or occupancy of the Leased Premises by such indemnifying party.

**12. Taxes.** Tenant will pay any taxes assessed on, or any portion of the taxes attributable to, the Structures. Landlord will pay when due all real property taxes and all other fees and assessments attributable to the Property.

**13. Termination Rights.**

(a) Tenant may terminate this Lease at any time on at least thirty (30) days' written notice without further liability if Tenant cannot obtain all necessary rights, postponements and approvals required from its senior management, any governmental authority and/or any third party to operate the Structures on conditions satisfactory to Tenant, or if any such right or approval expires, or is cancelled or terminated, or if for any other reason Tenant determines, in its discretion, that it will no longer use the Leased Premises for its intended purpose.

(b) Landlord may only terminate this Lease, at its option, in the event of a material default by Tenant or Tenant's failure to pay Rent when due, which default or failure is not cured within thirty (30) days after Tenant's receipt of written notice of such default or failure (or such longer period as may be reasonably required to cure such a default provided that Tenant is diligently pursuing such a cure).

**14. Hazardous Materials.** Landlord represents that it has no knowledge of any substance on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, provincial or local law or regulation. Landlord shall be responsible for any pre-existing contamination of the Property. Landlord and Tenant shall not introduce or use any such substance on the Property in violation of any applicable law.

**15. Spousal Consent. Intentionally deleted.**

**16. General.**

**(a) Intentionally deleted.**

(b) Landlord shall, at Tenant's expense, assist and co-operate with Tenant in obtaining governmental approvals for Tenant's permitted uses, and the installation of the primary electrical service and secondary distribution, including any required above ground or buried conduit and cabling, to service the Structures.

(c) This Lease shall be binding upon and shall enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, assigns and subsequent purchasers of the Property.

(d) The parties intend that this Lease and the relationship of the parties will be governed by the laws of the Province in which the Leased Premises is located.

(e) All of the representations and obligations of the parties are contained herein, and no modification, waiver or amendment of this Lease or any of its conditions or provisions will 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.

(f) The Waiver by any party of a breach of any provision of this Lease will 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 Lease.

(g) Time is of the essence of Landlord's and Tenant's obligations under this Lease.

(h) The headings of sections and subsections are for convenient reference only and will not be deemed to limit, construe, affect, modify or alter the meaning of the sections or subsections.

(i) Invalid provisions of this Lease are severable and do not impair the validity of the balance of the Lease.

(j) Wherever a party to this agreement shall be unable to fulfil, or is delayed in fulfilling any of their obligations by reason of strike, lockout, war, material or labour shortage, national emergency, flood, fire or other casualty or matter not within its control, then they shall be relieved from the fulfilment of such obligation for the period such condition exists.

(k) A notice of lease or caveat may be registered on title to the Property at Tenant's expense.

(l) Each party to this Lease and its counsel have reviewed and had the option to revise this Lease. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Lease or of any amendments or exhibits to this Lease.

(m) If Tenant remains in possession at end of term(s), Tenant shall be a monthly tenant at the then current Rent.

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

I/we have authority to bind the Corporation.

**Tenant - Shared Tower Inc.**

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

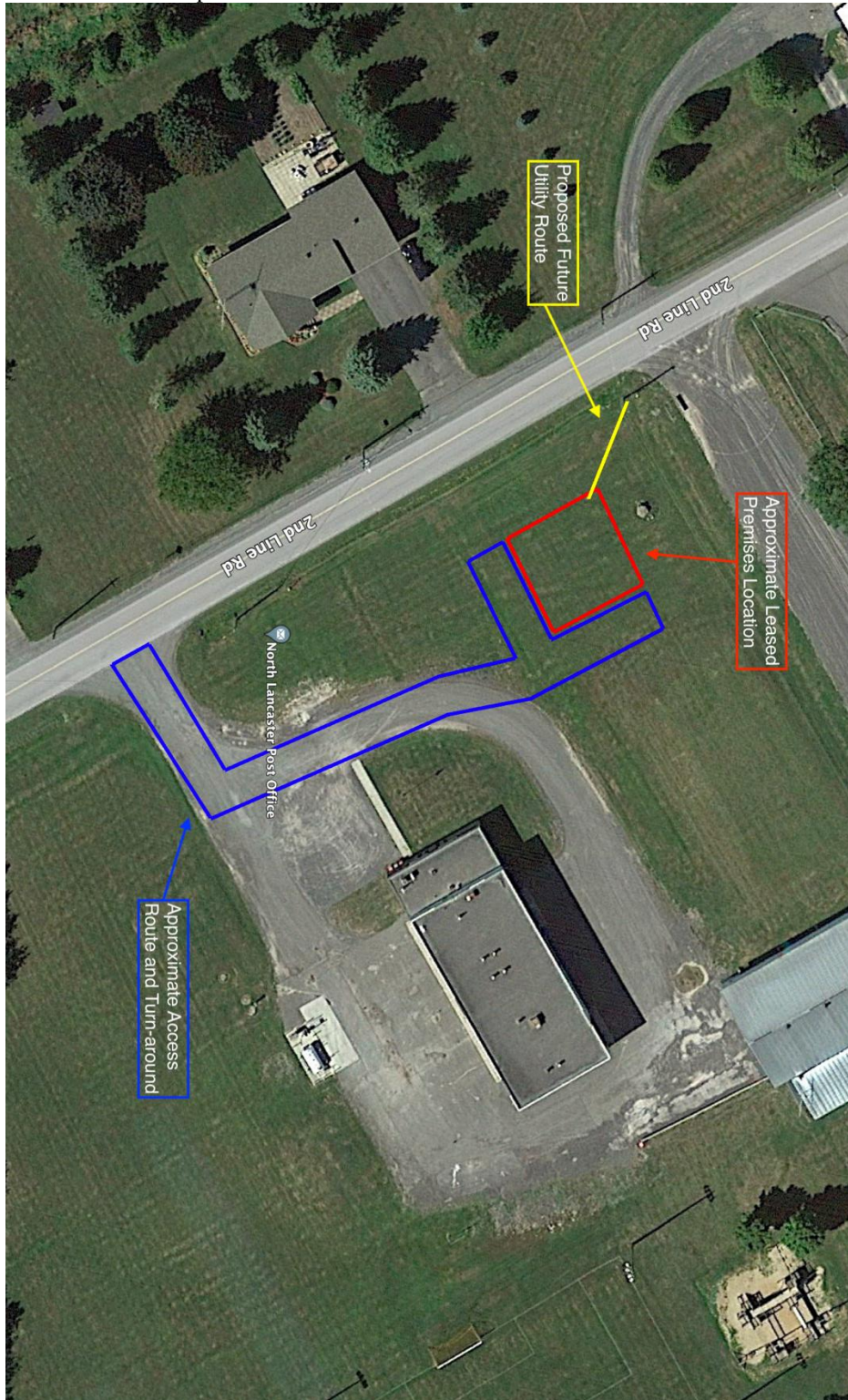
I have authority to bind the Corporation.



## **EXHIBIT A**

### **Current Sketch/Survey of the Leased Premises within the Property**

The Leased Premises shall consist of approximately 225 square metres ground space along with rights of way for access to the Leased Premises by vehicle or foot from the nearest public way and for the installation of utility wires, poles, cables, conduits and pipes on the Property in the approximate locations as depicted below:



**EXHIBIT B**

LEGAL DESCRIPTION

Legal Description: PT LT 23 CON 6 LANCASTER PT 1 14R1552 & PT 1 14R2458; SOUTH GLENGARRY

LRO: Glengarry (14)

PIN: 671430309

Municipal Address: 4841 2<sup>nd</sup> Line Rd, North Lancaster, Ontario, K0C 1Z0



## **STAFF REPORT**

**S.R. No. 2024-65**

**PREPARED BY:** Kayce Dixon, Acting Clerk

**PREPARED FOR:** Council of the Township of South Glengarry

**COUNCIL DATE:** June 3<sup>rd</sup>, 2024

**SUBJECT:** Appointment of Deputy Clerk

### **BACKGROUND:**

1. Pursuant to section 228(2) of the *Municipal Act*, a municipality may appoint deputy clerks who have all the powers and duties of the clerk under the *Municipal Act* and any other Act.

### **ANALYSIS:**

2. The attached by-law appoints Kaylyn MacDonald as a deputy clerk for the Township of South Glengarry.

### **IMPACT ON 2024 BUDGET:**

N/A

### **ALIGNMENT WITH STRATEGIC PLAN:**

Goal 3: Strengthen the effectiveness and efficiency of our organization.

### **RECOMMENDATION:**

BE IT RESOLVED THAT Staff Report 2024-65 be received and that By-law 2024-32, being a by-law to appoint Kaylyn MacDonald as a deputy clerk for the Township of South Glengarry be read a first, second and third time, passed, signed and sealed in open council this 3<sup>rd</sup> day of June 2024.

**Recommended to Council for  
Consideration by:  
Acting Clerk Kayce Dixon**



**THE CORPORATION OF THE  
TOWNSHIP OF SOUTH GLENGARRY  
BY-LAW 2024-032  
FOR THE YEAR 2024**

***BEING A BY-LAW TO APPOINT A DEPUTY CLERK PURSUANT TO  
SECTIONS 228 (2) OF THE MUNICIPAL ACT, 2001.***

**WHEREAS**, the *Municipal Act, 2001*, c.25 S 5 (1) provides that the powers of a municipal corporation are to be exercised by its council;

**AND WHEREAS** the *Municipal Act 2001*, c. 25 S. 5(3) provides that the powers of every council are to be exercised by by-law;

**AND WHEREAS** the *Municipal Act, 2001*, S.O. 2001, c. 25, Section 228(2) provides that a municipality may appoint a Deputy Clerk;

**AND WHEREAS** the Council of the Township of South Glengarry deems it advisable to appoint the following individual as Deputy Clerk.

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE  
TOWNSHIP OF SOUTH GLENGARRY ENACTS AS FOLLOWS:**

1. **THAT** Kaylyn MacDonald be appointed as a Deputy Clerk of the Corporation of the Township of South Glengarry.
2. **THAT** this by-law will come into force on the date of its adoption.

***READ A FIRST, SECOND AND THIRD TIME, PASSED, SIGNED AND  
SEALED IN OPEN COUNCIL THIS 3<sup>RD</sup> DAY OF JUNE 2024.***

**MAYOR: \_\_\_\_\_ CLERK: \_\_\_\_\_**



## **STAFF REPORT**

**S.R. No. 2024-66**

**PREPARED BY:** K. Dixon, Acting Clerk

**PREPARED FOR:** Council of the Township of South Glengarry

**COUNCIL DATE:** June 3, 2024

**SUBJECT:** Appointment of Treasurer – Kaylyn MacDonald

### **BACKGROUND:**

1. Pursuant to the Municipal Act, 2001, a municipality shall appoint a treasurer who is responsible for handling all of the financial affairs of the municipality on behalf of and in the manner directed by the council of the municipality.
2. Kaylyn MacDonald has been the Deputy Treasurer since February 2021 and the Acting Treasurer since February 2024.

### **ANALYSIS:**

3. The attached by-law appoints Kaylyn MacDonald as Treasurer for the duration of her employment with the Township of South Glengarry.

### **IMPACT ON 2024 BUDGET:**

N/A

### **ALIGNMENT WITH STRATEGIC PLAN:**

Goal 3: Strengthen the effectiveness and efficiency of our organization

### **RECOMMENDATION:**

BE IT RESOLVED THAT Staff Report 2024-66 be received and that By-Law 2024-33, being a by-law to appoint Kaylyn MacDonald as Treasurer for the Corporation of the Township of South Glengarry be read a first, second and third time, passed, signed and sealed in open council this 3<sup>rd</sup> day of June 2024.

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**Recommended to Council for  
Consideration by:  
Acting Clerk Kayce Dixon**

**THE CORPORATION OF THE  
TOWNSHIP OF SOUTH GLENGARRY  
BY-LAW 2024-33  
FOR THE YEAR 2024**

***BEING A BY-LAW TO APPOINT A TREASURER PURSUANT TO SECTION 286 (1) OF THE MUNICIPAL ACT, 2001.***

**WHEREAS**, the *Municipal Act, 2001*, c.25 S 5 (1) provides that the powers of a municipal corporation are to be exercised by its council;

**AND WHEREAS** the *Municipal Act 2001*, c. 25 S. 5(3) provides that the powers of every council are to be exercised by by-law;

**AND WHEREAS** the *Municipal Act, 2001*, S.O. 2001, c. 25, Section 286 (1) provides that a municipality shall appoint a treasurer who is responsible for handling all of the financial affairs of the municipality on behalf of and directed by the council of the municipality;

**AND WHEREAS** the Council of the Township of South Glengarry deems it advisable to appoint the following individual as Treasurer.

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY ENACTS AS FOLLOWS:**

1. **THAT** Kaylyn MacDonald be appointed as Treasurer for the Corporation of the Township of South Glengarry for the duration of her employment with the corporation or until such time that this by-law is rescinded.
2. **THAT** By-law 79-2023 be hereby rescinded.
3. **THAT** By-law 10-2021 be hereby rescinded.
4. **THAT** this by-law will come into force on the date of its adoption.

***READ A FIRST, SECOND AND THIRD TIME, PASSED, SIGNED AND SEALED IN OPEN COUNCIL THIS 3<sup>RD</sup> DAY OF JUNE 2024.***

**MAYOR:** \_\_\_\_\_ **CLERK:** \_\_\_\_\_



## Meeting Minutes

<b>Date</b>	Tuesday September 26, 2023	
<b>Subject</b>	Environmental Committee	
<b>Attendees</b>	Angela Parker	Vice Chair
	Aodin MacDonell	Committee Member
	Michael Madden	Committee Member
	Michael Seguin	Committee Member
	Rebecca Luck	Committee Member
	Shelley MacPherson	Committee Member
	Martin Lang	Council Member
	Jennifer Brown-Hawn	Staff Resource
	Sarah McDonald, P. Eng.	Staff Resource
	Belinda Dixon	Staff Resource
	Kayce Dixon	Staff Resource
<b>Regrets</b>	Stephanie Jaworski	Chair

Agenda Item	Action
<b>1. Welcome</b>  Angela Parker opened the meeting at 4:10pm and welcomed committee members.	
<b>2. Approval of agenda</b>  Moved to approve the agenda as circulated. It was:  <b>MOVED BY:</b> Micheal Madden <b>SECONDED BY:</b> Michael Seguin  CARRIED	
<b>3. Disclosure of Pecuniary Interest</b>  None	

Agenda Item	Action
<p><b>4. Approval of Minutes: August 1, 2023</b></p> <p>Moved to approve the August 1, 2023 minutes as presented and as circulated. It was:</p> <p><b>MOVED BY:</b> Micheal Madden <b>SECONDED BY:</b> Rebecca Luck</p> <p>CARRIED</p>	
<p><b>5. Presentations and Delegations</b></p> <ul style="list-style-type: none"> <li>• Update from Administration <ul style="list-style-type: none"> <li>○ Successful Household Hazardous Waste Day!</li> </ul> </li> </ul>	
<p><b>6. General Business and Reports</b></p> <ul style="list-style-type: none"> <li>• <u>Focus Areas</u> <ul style="list-style-type: none"> <li>○ Producer Responsibility – no new developments</li> <li>○ Organics – no new developments</li> <li>○ Landfill Management – updates part of Presentation and Delegation</li> </ul> </li> <li>• <u>Strategic Plan Input</u> <ul style="list-style-type: none"> <li>○ Item deferred to future meeting / Strategic Planning delayed.</li> </ul> </li> <li>• <u>2024 Proposed Solid Waste Management – Levels of Service</u> <ul style="list-style-type: none"> <li>○ Proposed LOS provided by Administration, included the following changes from the 2023 LOS authorized by Council <ol style="list-style-type: none"> <li>1. Bulky Waste / Major Appliances: Transition from Township-wide curbside collection to an enhanced services that is monthly on-demand on a cost recovery basis.</li> <li>2. Beaver Brook Landfill: Transition from Tuesday service to Thursday service (implementing October 2023)</li> </ol> </li> <li>○ Committee suggested that proposed change #1 may be better received as a Pilot project, while maintaining the existing heavy pick-up week.</li> <li>○ Committee discussed the potential to reinstate the FoodCycler program. Administration suggested a two-year post-mortem on the original program to determine it's success.</li> </ul> </li> <li>• <u>Draft Solid Waste Management By-Law</u> <ul style="list-style-type: none"> <li>○ Written feedback from Committee acknowledged as received.</li> </ul> </li> </ul>	<p>Staff</p>

Agenda Item	Action
<b>7. Correspondence</b>  N/A	
<b>8. Other Business</b> <ul style="list-style-type: none"> <li>• <u>Committee Report to Council</u> (September 5, 2023) <a href="#">Report</a> was well received by Township Council. Committee had an additional discussion about public space garbage receptacles.</li> <li>• <u>Circular Economy Month</u>  Angela Parker provided on overview of Circular Economy Month (October). Administration expressed interest in suggesting a proclamation to Council. Committee endorsed the request to Council for consideration at their Monday October 2, 2023 meeting.</li> </ul>	Staff
<b>9. Closed Session</b> N/A	
<b>10. Meeting Schedule – Next Meeting</b>  Scheduling tour of GFL (Moose Creek) for final meeting of 2023.	Staff
<b>11. Adjournment</b> The meeting was adjourned at 5:19pm. It was:  <b>MOVED BY:</b> Micheal Madden	

## INFORMATION REPORT

**REPORT TO:** Council of the Township of South Glengarry



**MEETING DATE:** June 3, 2024

**SUBJECT:** Strategic Plan Input

**PREPARED BY:** Environment Committee  
S. McDonald, P. Eng. – GM Infrastructure

### Committee Recommendation

The Environment Committee recommends that Council consider adopting a Strategic Priority / Goal that is focused entirely on **Environmental Sustainability, Environmental Stewardship, or a Healthy Environment**. These broad titles allow for Strategic Directions that relate not only to solid waste management and waste diversion; but also, to drinking water, green charters, natural assets, climate resiliency, low-impact development, etc...

The Environment Committee provides the following suggested Strategic Directions for Council's consideration through Strategic Planning:

- a) Enhance solid waste management and waste diversion.
- b) Demonstrate leadership in areas of climate mitigation, adaptation, and resiliency.
- c) Increase outreach and education for environmental initiatives.

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### Solid Waste Management Strategy (1998)

The Township completed a Solid Waste Management Plan in 1998 that identified the long-term solid waste needs for the following 40-years (until 2040). The development of the plan considered a variety of options:

- **Option 1. Expansion of the Two Existing Landfills** (preferred alternative)
- Option 2. Private Landfill (Laflèche, now GFL)
- Option 3. West Carleton Landfill (Carp)
- Option 4. Beaver Brook Road Landfill Expansion
- Option 5. North Lancaster Landfill Expansion
- Option 6. Re-opening South Charlottenburgh Landfill

### Current State (2024)

The [May 6, 2024](#) report to Council noted that the municipal landfills have the following estimated remaining lifespans, assuming the current rate of fill:

- North Lancaster, estimated closure year of 2031
- Beaver Brook, estimated closure year of 2040 (however, once North Lancaster closes the rate of fill will increase and the lifespan will decrease)

On January 1, 2025 the responsibility of the municipal blue bin program will be transitioning to the Producers. Meaning that the municipality will no longer be responsible for the design, financing, or management of the curbside recycling program. This was confirmed through a [Council resolution](#) on February 21, 2023. At the same time, the municipality confirmed the intent to allocate the post-transition blue box program funding to fund landfill closure and post-closure liability.

The municipality should start planning for the future as it approaches the end of life for the active landfills. There are a variety of feasible options available that could be assessed and implemented.

### **Strategic Plan (2019 - Present)**

The current Strategic Plan (2019 – present) includes five Strategic Goals, each with Strategic Directions to Administration. The Strategic Goals include:

1. Enhance economic growth and prosperity.
2. Invest in infrastructure and its sustainability.
3. Strengthen the effectiveness and efficiency of our organization.
4. Improve quality of life in our community.
5. Improve internal and external communications.

The only mention of solid waste management within the current Strategic Plan is within the **Improve quality of life in our community** goal as a broad strategic direction to **enhance environmental advocacy and waste diversion strategies**.

Administration prioritizes activities, projects, resources, and time in alignment with the Strategic Plan adopted by Township Council. When items are not supported by a robust strategic goal and / or direction, it will receive a low priority and often set aside for work that aligns with the Strategic Plan.

### **SDG Strategic Plan (2023 – 2026)**

The SDG Counties current [Strategic Plan](#) includes the Value: **Collaboration and Partnerships**. One of the areas of focus in this value is:

*Collaboration on the regional waste management strategy will continue in partnership with local municipalities.*

Meaning, our upper tier municipality, who has no direct responsibility for waste management, has recognized the importance of developing strong and collaborative solid waste management strategies during this short and near-term planning horizon. Furthermore, the existing Regional Waste Management Working Group continues to be an active and collaborative group with representation from Cornwall, SDG, South Glengarry, South Stormont, South Dundas, North Dundas, North Stormont, and North Glengarry. The South Glengarry General Manager of Infrastructure Services continues to support the Working Group as the Chair.



**THE CORPORATION OF THE  
TOWNSHIP OF SOUTH GLENGARRY  
BY-LAW NUMBER 2024-34  
FOR THE YEAR 2024**

***BEING A BY-LAW 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

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

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE  
TOWNSHIP OF SOUTH GLENGARRY ENACTS AS FOLLOWS:**

1. **THAT** the action of the Council at its regular meeting of June 3<sup>rd</sup>, 2024 in respect to each motion passed and taken by the Council at its meetings, is hereby adopted, ratified and confirmed, as if each resolution or other action was adopted, ratified and confirmed by its separate by-law; and;
2. **THAT** the Mayor and the proper officers of the Township of South 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 3<sup>RD</sup> DAY OF JUNE 2024.***

**MAYOR:** \_\_\_\_\_ **CLERK:** \_\_\_\_\_