

TOWNSHIP OF SOUTH GLENGARRY REGULAR MEETING OF COUNCIL AGENDA

Monday, June 17, 2024, 8:00 PM
Tartan Hall - Char-Lan Recreation Centre
19740 John Street, Williamstown

			Pages	
1.	CALL	TO ORDER		
2.	O CA	NADA		
3.	DISC	LOSURE OF PECUNIARY INTEREST		
4.	Addit All m will b action	ROVAL OF AGENDA ions, Deletions or Amendments atters listed under the Consent agenda, are considered to be routine and e enacted by one motion. Should a Council member wish an alternative in from the proposed recommendation, the Council member shall request his matter be moved to the appropriate section at this time.		
5.	APP	ROVAL OF MINUTES		
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6.	PRES	SENTATIONS AND DELEGATIONS		
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	10.k RESOLUTION - Sustainable Infrastructure Funding for Small Rural Municipalities (Pelee)				
11.	CLOSED SESSION 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: (2) A meeting or part of a meeting may be closed to the public if the subject matter being considered is,				
	(d) labour relations or employee negotiations;				
	Specifically: Employee Negotiations				
	` '	(f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose;			
	Specifically: Ongoing Litigation				
	11.a	Employee Negotiations			
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12.	CONFIRMING BY-LAW		107		
13.	ADJO	URNMENT			

TOWNSHIP OF SOUTH GLENGARRY REGULAR MEETING MINUTES

June 3, 2024, 7:00 p.m.

Tartan Hall - Char-Lan Recreation Centre
19740 John Street, Williamstown

PRESENT: Mayor Lachlan McDonald

Deputy Mayor Martin Lang Councillor Stephanie Jaworski Councillor Sam McDonell Councillor Trevor Bougie

STAFF PRESENT: Acting CAO and Fire Chief Dave Robertson

GM of Parks, Recreation & Culture Sherry-Lynn Servage

GM of Infrastructure Sarah McDonald Acting GM of Corporate Services/ Clerk

Kayce Dixon

GM of Finance/ Treasurer Kaylyn MacDonald

1. CALL TO ORDER

Resolution No. 2024-153

Moved by Deputy Mayor Lang Seconded by Councillor Bougie

BE IT RESOLVED THAT the June 3rd, 2024 Council Meeting of the Township of South Glengarry now be opened at 7:00_____ pm

CARRIED

- O CANADA
- 3. DISCLOSURE OF PECUNIARY INTEREST
- 4. APPROVAL OF AGENDA

The following items were removed from the agenda:

- 8.b Appointment of Deputy Clerk.

The following items were added to the agenda:

- 8.b Appointment of Deputy Clerk Dave Robertson
- 8.c Appointment of Deputy Clerk Kimberly Casselman
- 8.e Appointment of Acting Chief Administrative Officer Dave Robertson

The following items have been pulled from the consent agenda:

- 10.a Environment Committee Meeting Minutes
- 10.b Environment Committee Strategic Plan Input

Resolution No. 2024-154

Moved by Councillor Jaworski Seconded by Councillor McDonell BE IT RESOLVED THAT the Council of the Township of South Glengarry approve the agenda as \circ circulated or • amended.

CARRIED

APPROVAL OF MINUTES

Resolution No. 2024-155

Moved by Deputy Mayor Lang Seconded by Councillor McDonell

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

- Special Meeting Minutes: May 27th, 2024
- Previous Meeting Minutes: May 21, 2024

CARRIED

- 5.1 Special Meeting Minutes May 27, 2024
- 5.2 Previous Meeting Minutes May 21, 2024
- 6. PRESENTATIONS AND DELEGATIONS
- 7. ACTION REQUESTS
 - 7.1 Confirmation of Kinloch Road Closure (SM)

Resolution No. 2024-156

Moved by Councillor McDonell Seconded by Councillor Jaworski

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

X	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.

CARRIED

7.2 Pattingale Culvert Procurement (SM)

Resolution No. 2024-157

Moved by Deputy Mayor Lang Seconded by Councillor McDonell

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.

CARRIED

7.3 Award RFP 2024-06 Canteen Services at CLRC (SLH)

Resolution No. 2024-158

Moved by Councillor McDonell Seconded by Councillor Bougie

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.

CARRIED

8. BY-LAWS

8.1 Shared Tower Agreement – North Lancaster (SM)

Resolution No. 2024-159

Moved by Councillor Jaworski Seconded by Deputy Mayor Lang

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.

CARRIED

8.2 Appointment of Deputy Clerk - Dave Robertson (KD)

Resolution No. 2024-160

Moved by Deputy Mayor Lang Seconded by Councillor Jaworski

BE IT RESOLVED THAT Staff Report 2024-65 be received and that Bylaw 2024-32, being a by-law to appoint Dave Robertson 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 3rd day of June 2024.

CARRIED

8.3 Appointment of Deputy Clerk - Kimberly Casselman (KD)

Resolution No. 2024-161

Moved by Deputy Mayor Lang Seconded by Councillor McDonell

BE IT RESOLVED THAT Staff Report 2024-67 be received and that Bylaw 2024-36, being a by-law to appoint Kimberly Casselman 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 3rd day of June 2024.

8.4 Appointment of Treasurer – Kaylyn MacDonald (KD)

Resolution No. 2024-162

Moved by Councillor McDonell Seconded by Councillor Bougie

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 3rd day of June 2024.

CARRIED

8.5 Appointment of Acting Chief Administrative Officer - Dave Robertson (KD)

Resolution No. 2024-163

Moved by Deputy Mayor Lang Seconded by Councillor Jaworski

BE IT RESOLVED THAT Staff Report 2024-068 be received and that Bylaw 2024-35, being a by-law to appoint Dave Robertson as Acting Chief Administrative Officer for the Township of South Glengarry be read a first, second and third time, passed, signed and sealed in open council this 3rd day of June 2024.

CARRIED

9. ITEMS FOR CONSIDERATION

10. CONSENT AGENDA

Resolution No. 2024-164

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-CMTE-Environment (September 2023)

Councillor Jaworski commented that a tour of GFL was had and it was well received.

10.2 CA-CMTE-ENV-Strategic Plan Input (June 2024)

Councillor Jawarski commented that the committee wanted to provide a more formalized recommendation to council for strategic planning.

Deputy Mayor Lang commented that we will probably take 4-6 strategic directions and the environment committee would like at least one of those goals to be environmentally based.

11. CLOSED SESSION

Resolution No. 2024-165

Moved by Councillor Jaworski Seconded by Councillor McDonell

BE IT RESOLVED THAT Council convene to Closed Session at __7:25____ 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

CARRIED

Resolution No. 2024-166

Moved by Deputy Mayor Lang Seconded by Councillor Bougie

BE IT RESOLVED THAT Council rise and reconvene at __7:54___ pm into open session without reporting.

CARRIED

Resolution No. 2024-167

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.

- 11.1 Ongoing Litigation (KD)
- 11.2 Integrity Commissioner Training Notes
- 11.3 CAO Recruitment
- 12. CONFIRMING BY-LAW

Resolution No. 2024-168

Moved by Councillor Bougie Seconded by Deputy Mayor Lang

BE IT RESOLVED THAT By-law 2024-34, 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 3rd day of June, 2024.

CARRIED

13. ADJOURNMENT

Mayor

Resolution No. 2024-169

Moved by Councillor McDonell Seconded by Councillor Jaworski

the call of the chair at7:55 pm.	

Clerk

BE IT RESOLVED THAT the Council of the Township of South Glengarry adjourn



A message from the Char-Lan Skating Club President:

I am thrilled to share some exciting news from the Char-Lan Skating Club. This week, I had the honor of representing our club at Skate Canada's Ice Summit, an event that brought together over 500 skating leaders from across the country. It was a fantastic opportunity to network with coaches, board members, and officials, and to showcase the incredible achievements of our club. I attended on-ice and off-ice workshops, gaining insights into the latest teaching techniques and best practices for club operation. It was an outstanding experience, and I am deeply grateful to @skatecanada for having me as a special guest.

I am delighted to announce that the Char-Lan Skating Club has been chosen as the recipient of the 2024 National Club Award! With over 1,100 clubs in Canada, this award is a testament to our club's excellence. We exemplify Skate Canada's values, demonstrate exceptional performance, maintain strong registration, exceed program delivery standards, and foster collaboration among our volunteers, coaches, and board members. Our innovative marketing and social media strategies, along with our commitment to creating a safe, welcoming, and inclusive environment, set us apart.

This achievement is a collective effort, and I want to extend my heartfelt thanks to our incredible community of supporters, families, board members, coaches, and, most importantly, our skaters. It has been a challenge to keep this exciting news under wraps, but I am overjoyed to finally share it. Thank you to everyone who contributes to making our club the best place to learn how to skate, to those who create a safe and inclusive space, to the innovators who continually adapt our programs, and to all who have supported us over the past 50 years.

Together, we have made the Char-Lan Skating Club an exemplary model of excellence and community spirit. Thank you!

Stephanie

#skatecanada #skateontario #skatewithus #southglengarry







STAFF REPORT S.R. No. 2024-071

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

Culture

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: June 17, 2024

SUBJECT: Williamstown Fair – Requested Items

BACKGROUND:

1. The St. Lawrence Valley Agricultural Society (SLVAS) typically submits annual request items from the Parks, Recreation and Culture Department and Infrastructure Department to support the Williamstown Fair.

- 2. The following items have been requested for the 213th Williamstown Fair, taking place August 9, 10, and 11, 2024.
 - a. Use of the Peanut Line the week prior to and on fair weekend.
 - b. Waive the landfill tipping fees for two 30 yard dumpsters.
 - c. Requests for equipment, including bleachers, picnic tables, long tables, recycle bins, one-way signs, paint marker, no parking signs, no entrance signs, spreading calcium, and water.
- 3. Administration has developed a standardized approach to community requests and therefore a report is being brought to Council for approval.

ANALYSIS:

4. The Township works with the SLVAS on an annual basis and adjusts their operations to ensure the Williamstown Fair has the requested resources.

IMPACT ON 2024 BUDGET:

5. The impact on the 2024 budget will be a loss in revenue of \$800 for the tipping fees at the landfill.

ALIGNMENT WITH STRATEGIC PLAN:

6. Improve the quality of life in our community.

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 2024-071 be received and that the Council of the Township of South Glengarry approve the Williamstown Fair requests from the St. Lawrence Valley Agricultural Society for the 2024 Williamstown Fair.

Recommended to Council for Consideration by:
Acting CAO Dave Robertson



St. Lawrence Valley Agricultural Society (SLVAS)
Box 7, Williamstown ON, K0C 2J0
Williamstown Fair
"Canada's Oldest Annual Fair"

May 28, 2024

Township of South Glengarry 6 Oak Street, Box 220 Lancaster, ON. K0C 1N0

Att: Sherry-Lynn Servage

Dear Ms. Servage,

The St. Lawrence Valley Agricultural Society (Williamstown Fair) would like to request the loan of equipment from the Parks & Recreation Department for this year's fair. The fair takes place **August 9, 10 and 11, 2024**

Requested:

Bleachers - 3 that are jointly shared

plus as many as possible from parks

Picnic Tables - 12
Long Tables - 30
Recycle Bins - 10
One way Signs - 2

Paint Marker - 2-wheeled cart
 No Parking Signs - 30 portable signs

• "No Entrance - 1 sign

One Way"

Spread Calcium

Water

If these could be delivered on the Tuesday, August 6, 2024, it would be greatly appreciated.

We truly appreciate the co-operation that we have received in the past and look forward to working together again this year.

If you have any questions or concerns don't hesitate to contact me at the number below.

Thank you,

Karen Dixon Secretary SLVAS Phone 613-528-1501 Karenldixon1972@gmail.com



St. Lawrence Valley Agricultural Society (SLVAS)
Box 7, Williamstown ON, K0C 2J0
Williamstown Fair
"Canada's Oldest Annual Fair"

June 4, 2024

Township of South Glengarry 6 Oak Street, Box 220 Lancaster, ON. K0C 1N0

Att: Sherry-Lynn Servage

Dear Ms. Servage,

The St. Lawrence Valley Agricultural Society (Williamstown Fair) would like to request that the Township of Glengarry waive landfill tipping fees for two 30-yard dumpsters for the Williamstown Fair which takes place **August 9, 10 and 11, 2024.**

We truly appreciate the co-operation that we have received in the past and look forward to working together again this year.

If you have any questions or concerns don't hesitate to contact me at the number below.

Thank you,

Maclen Chisholm
Vice President
SLVAS
Phone 613-875-5430
maclenchisholm@williamstownfair.ca



St. Lawrence Valley Agricultural Society (SLVAS)
Box 7, Williamstown ON, K0C 2J0
Williamstown Fair
"Canada's Oldest Annual Fair"

May 29, 2024

Township of South Glengarry Council 6 Oak Street Lancaster, ON. K0C 1N0

Dear Members of Council,

The St. Lawrence Valley Agricultural Society, (Williamstown Fair), "Canada's Oldest Annual Fair", will be hosting its 213th Edition this August 9, 10 and 11, 2024.

This letter is a formal request for the use of the Peanut Line the week prior to and on fair weekend.

We truly appreciate all the support that the Township extends to the Fair Board and look forward to continued cooperation in the future.

Sincerely,

Neil Dixon President SLVAS 613-362-0532 Neil.dixon@williamstownfair.ca



STAFF REPORT S.R. No. 2024-069

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

Culture

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: June 17, 2024

SUBJECT: CLRC Sponsorship Agreements

BACKGROUND:

 The current advertisement agreements for the Char-Lan Recreation Centre allow for the following advertisements to be sold with 100% of the profits being received by the mentioned organization:

- a. Junior B Rebels
 - i. Maximum of twenty-six (26) wall board advertisements located behind both players benches
 - ii. Maximum of thirty-five (35) arena board advertisements
 - iii. Maximum of two (2) in ice advertisements
 - iv. Maximum of one (1) advertisement per player board
- b. Char-Lan Minor Hockey
 - i. Maximum of three (3) in ice advertisements
 - ii. Maximum of one and a half (1.5) ice resurfacer logos
 - iii. Maximum of three (3) arena board advertisements
 - iv. Usage of lobby television for advertisements during their rentals
- c. Skating Club
 - i. Maximum of three (3) in ice advertisements
 - ii. Maximum of one and a half (1.5) ice resurfacer logos
 - iii. Maximum of three (3) arena board advertisements
 - iv. Usage of lobby television for advertisements during their rentals
- The current agreements were established in 2022 and they have been reviewed annually. Typically, the renewal takes place shortly after the ice season to allow time for the organizations to obtain their sponsors and meet the deadlines within the agreement.

- 3. At the May 21, 2024 Council meeting, Council communicated to staff that they may want to revisit the allocation of advertisements once there is a better understanding of how many hours Junior B will be renting from the facility.
- Although the game schedule has not been finalized for the EOJHL, administration has an understanding as to what will be rented by Junior B. These details have been provided below.
 - Tuesday practices 2 hour time slot. This remains the same as previous years.
 - Saturday games 3 hour time slot. Half of the regular season games will be hosted at the Char-Lan Recreation Centre, resulting in 11 Saturday games. Additionally, Junior B plans to reserve 3 additional Saturdays for special events. Junior B will be reserving 14 Saturdays, as opposed to previous years of 22 Saturdays.
- 5. Administration has communicated with the three organizations regarding the current agreements and currently no recommendations or requests have been received regarding the advertisement allotment.

ANALYSIS:

- **6.** Administration recommends that the advertisement agreements remain the same as the 2023/2024 ice season. Minor adjustments will need to be made including Junior B's franchise name.
- 7. The agreements include an August 1 deadline for in ice logos to be dropped off at the Char-Lan Recreation Centre, and an August 31 deadline for board advertisements. This allows for the board advertisement to be installed prior to the ice being installed, and to ensure the in-ice logos have been prepped before the ice making process begins.
- **8.** If changes are to be made to the advertisement allocations, this will create very tight timelines for the organizations to secure advertisements and/or adjust their funding formulas as they may rely on these funds to operate.
- **9.** If Council would like to adjust the allotment of advertisements, administration will require direction on how to formulate these allotments as part of the new draft agreements presented to each association.

IMPACT ON 2024 BUDGET:



ALIGNMENT WITH STRATEGIC PLAN:

N/A

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 2024-069 be received and that the Council of the Township of South Glengarry direct administration to renew the advertisement agreements as per the 2023/2024 ice season with the applicable updates.

Recommended to Council for Consideration by:
Acting CAO Dave Robertson

TOWNSHIP OF SOUTH GLENGARRY ADVERTISING AGREEMENT

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY hereinafter referred to as the "TOWNSHIP"

and

THE JUNIOR B REBELS hereinafter referred to as the "REBELS"

Property: Char-Lan Recreation Centre

19740 John Street

Williamstown, Ontario

K0C 2J0

This Agreer	ment made in duplicate this	day of	,20
BETWEEN			
Т	THE CORPORATION OF THE TOWNS	HIP OF SOUTH G	GLENGARRY

And

JUNIOR B REBELS

WHEREAS:

The *TOWNSHIP* is the owner of all the lands and premises located in the Township of South Glengarry, known for municipal purposes as the Char-Lan Recreation Centre, located at 19740 John Street, Williamstown, Ontario, K0C 2J0, hereinafter referred to as the *ARENA*.

The *REBELS* desire to secure and enter into an agreement with the *TOWNSHIP*, hereinafter referred to as the *AGREEMENT*, to obtain advertisements at the *ARENA*.

NOW THEREFORE:

The Township hereby grants the rights to the *REBELS* to sell advertising space in the *ARENA* for the duration of the 2023/2024 ice rental season, hereinafter referred to as the *TERM*.

1. ARTICLE 1: CONTRACT PURPOSE

- 1.1. It is agreed by all parties that the following areas are covered by this agreement:
 - 1.1.1.Maximum of twenty-six (26) wall board advertisements located behind both players benches
 - 1.1.2. Maximum of thirty-five (35) arena board advertisements
 - 1.1.3. Maximum of two (2) in ice advertisements
 - 1.1.4. Maximum of one (1) advertisement per player board
- 1.2. It is agreed that every effort will be made by the Rebels to sell all the arena board advertisements prior to selling wall board advertisements.

2. ARTICLE 2 - FINANCIAL ARRANGEMENTS AND COMMITMENTS

2.1. The Township agrees that the Rebels will retain all funds relating to advertisements described in Article 1 that are sold in the Arena.

- 2.2. The Rebels will ensure that all advertisement commitments in the arena do not exceed the Term of this Agreement.
- 2.3. The Rebels shall provide their annual financial statements at the end of the Term including where the funds from the advertisements have been spent.

3. ARTICLE 3 - RESPONSIBILITIES AND RIGHTS

- 3.1. The Rebels will obtain, secure and deliver all wall board advertisements and arena board advertisements, as described in Article 1, by August 31 to the Arena.
- 3.2. The Rebels will obtain, secure and deliver the in ice advertisements as described in Article 1, by August 1, to the Arena.
- 3.3. The Rebels will obtain, secure and deliver the player boards and advertisements as described in Article 1, as players have been selected and secured.
- 3.4. Ads that are not renewed for the following season, will not be stored at the Arena.
- 3.5. The Township will install all advertisements within this agreement.
- 3.6. Player boards and advertisements will be installed prior to the first season game. Player boards may be adjusted throughout the season.
- 3.7. All advertisements must follow the material and measurement specifications provided by the Township.
- 3.8. All wall board advertisements must follow the location specifications provided by the Township.
- 3.9. Advertisements will be installed once per term of this agreement and all advertisements that require removal will be removed at the end of the term.
- 3.10. All advertisements that are removed at the end of the term must be picked up no later than two (2) weeks after removal and will not be stored on site at the Arena.
- 3.11. The Rebels will be responsible for the following: marketing and production of advertising; the collection and accounting of the revenues and expenditures relating to the advertising; and for any maintenance costs relating to the upkeep of the advertisements in the Arena.
- 3.12. The Rebels will ensure that the wording, pictures and/or symbols on signs are appropriate for family viewing. The Township reserves the right to remove any advertisements that do not meet these requirements.
- 3.13. The Township will supply the lexan that will be installed on top of the arena board advertisements and will replace as needed.
- 3.14. The Rebels shall observe, perform and comply with all laws, bylaws, codes, fire regulations, health regulations, and rules and regulations applicable to the use, operation and occupation of the premises.

4. ARTICLE 4 - INSURANCE, LIABILITY, RISK MANAGEMENT

4.1. The Rebels shall accept full responsibility for protecting and insuring all advertisements in the premises, and shall save and hold harmless and indemnify the Township from any liability whatsoever, as a result of theft, vandalism, structural failure or natural disaster, resulting in the loss of or damage to the advertisements held in the premises.

5. ARTICLE 5 - BREACH OF CONTRACT

- 5.1. This agreement is non-transferable.
- 5.2. If the Rebels fail to comply with any provisions of this agreement, the Township may demand that the Rebels show cause why this agreement shall not be deemed to be breached, and where the Township is satisfied that the Rebels has breached any condition or requirement of this Agreement, the Township may serve notice of termination of this Agreement to the Rebels. A notice of termination issued pursuant to this article shall be issued in writing by the Township.

Player Registration 2023/2024 Season: 23 Players

	Signed	and	sealed	by	the	parties	hereto
--	--------	-----	--------	----	-----	---------	--------

	Signed this	day of	, 2023
THE CORP	ORATION OF 1	THE TOWNSHII	P OF SOUTH GLENGARRY
			Mayor
			Clerk
	Signed this	day of	, 2023
			THE JUNIOR B REBELS
Jeff Carter		Signature	
Jason MaCuaig		Signature	
Sandra Pasco		Signature	

TOWNSHIP OF SOUTH GLENGARRY ADVERTISING AGREEMENT

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY hereinafter referred to as the "TOWNSHIP"

and

CHAR-LAN MINOR HOCKEY ASSOCIATION hereinafter referred to as "MINOR HOCKEY"

Property: Char-Lan Recreation Centre

19740 John Street

Williamstown, Ontario

K0C 2J0

TOWNSHIP OF SOUTH GLENGARRY ADVERTISING AGREEMENT CHAR-LAN MINOR HOCKEY ASSOCIATION

This Agre	ement made in duplicate this	day of	,20
BETWEEN	I		
	THE CORPORATION OF THE TOV	WNSHIP OF SOU	ITH GLENGARRY
	Ar	nd	

WHEREAS:

The *TOWNSHIP* is the owner of all the lands and premises located in the Township of South Glengarry, known for municipal purposes as the Char-Lan Recreation Centre, located at 19740 John Street, Williamstown, Ontario, K0C 2J0, hereinafter referred to as the *ARENA*.

CHAR-LAN MINOR HOCKEY ASSOCIATION

MINOR HOCKEY'S desire to secure and enter into an agreement with the TOWNSHIP, hereinafter referred to as the AGREEMENT, to obtain advertisements at the ARENA.

NOW THEREFORE:

The Township hereby grants the rights to MINOR HOCKEY to sell advertising space in the ARENA for the duration of the 2023/2024 ice rental season, hereinafter referred to as the TERM.

1. ARTICLE 1: CONTRACT PURPOSE

- 1.1. It is agreed by all parties that the following areas are covered by this agreement:
 - 1.1.1. Maximum of three (3) in ice advertisements
 - 1.1.2. Maximum of one and a half (1.5) ice resurfacer logos
 - 1.1.3. Maximum of three (3) arena board advertisements
 - 1.1.4. Usage of lobby television for advertisements during their rentals

2. ARTICLE 2 - FINANCIAL ARRANGEMENTS AND COMMITMENTS

- 2.1. The Township agrees that Minor Hockey will retain all funds relating to advertisements described in Article 1 that are sold in the Arena.
- 2.2. Minor Hockey will ensure that all advertisement commitments in the arena do not exceed the Term of this Agreement.

TOWNSHIP OF SOUTH GLENGARRY ADVERTISING AGREEMENT CHAR-LAN MINOR HOCKEY ASSOCIATION

2.3. Minor Hockey shall provide their annual financial statements at the end of the Term including where the funds from the advertisements have been spent.

3. ARTICLE 3 - RESPONSIBILITIES AND RIGHTS

- 3.1. Minor Hockey will obtain, secure and deliver all arena board advertisements and the in-ice advertisements as described in Article 1, by August 1, to the Arena.
- 3.2. Minor Hockey will obtain, secure and deliver the ice resurfacer advertisement by August 31.
- 3.3. The Township will install all advertisements within this agreement except for ice resurfacer advertisement decals.
- 3.4. Ads that are not renewed for the following season, will not be stored at the Arena.
- 3.5. All advertisements must follow the material and measurement specifications provided by the Township.
- 3.6. Advertisements will be installed once per term of this agreement and all advertisements that require removal will be removed at the end of the term.
- 3.7. Minor Hockey will be responsible for the following: marketing and production of advertising; the collection and accounting of the revenues and expenditures relating to the advertising; and for any maintenance costs relating to the upkeep of the advertisements in the Arena.
- 3.8. Minor Hockey will ensure that the wording, pictures and/or symbols on signs are appropriate for family viewing. The Township reserves the right to remove any advertisements that do not meet these requirements.
- 3.9. Minor Hockey shall observe, perform and comply with all laws, bylaws, codes, fire regulations, health regulations, and rules and regulations applicable to the use, operation and occupation of the premises.

4. ARTICLE 4 - INSURANCE, LIABILITY, RISK MANAGEMENT

4.1. Minor Hockey shall accept full responsibility for protecting and insuring all advertisements in the premises, and shall save and hold harmless and indemnify the Township from any liability whatsoever, as a result of theft, vandalism, structural failure or natural disaster, resulting in the loss of or damage to the advertisements held in the premises.

5. ARTICLE 5 - BREACH OF CONTRACT

- 5.1. This agreement is non-transferable.
- 5.2. If Minor Hockey fails to comply with any provisions of this agreement, the Township may demand that Minor Hockey show cause why this agreement

TOWNSHIP OF SOUTH GLENGARRY ADVERTISING AGREEMENT CHAR-LAN MINOR HOCKEY ASSOCIATION

shall not be deemed to be breached, and where the Township is satisfied that Minor Hockey has breached any condition or requirement of this Agreement, the Township may serve notice of termination of this Agreement to Minor Hockey. A notice of termination issued pursuant to this article shall be issued in writing by the Township.

Char-Lan Minor Hockey Association – 2022-2023 number of participants: 247 Signed and sealed by the parties hereto.

g	Signed this	day of	, 2023
	THE CORPORATION OF	THE TOWNSHIP OF S	SOUTH GLENGARRY
			Mayor
			Clerk
	Signed this	day of	, 2023
	C	HAR-LAN MINOR HOC	KEY ASSOCIATION
	Print: Sherry MacLachlan	Signature	
		Char-Lan Minor Hoo Acting President	ckey Association

TOWNSHIP OF SOUTH GLENGARRY ADVERTISING AGREEMENT

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY hereinafter referred to as the "TOWNSHIP"

and

THE CHAR-LAN SKATING CLUB hereinafter referred to as the "SKATING CLUB"

Property: Char-Lan Recreation Centre

19740 John Street

Williamstown, Ontario

K0C 2J0

TOWNSHIP OF SOUTH GLENGARRY ADVERTISING AGREEMENT CHAR-LAN SKATING CLUB

This Agreement made in duplicate this _	day of,20	
BETWEEN		
THE CORPORATION OF THE TO	OWNSHIP OF SOUTH GLENGARRY	,

And

THE CHAR-LAN SKATING CLUB

WHEREAS:

The *TOWNSHIP* is the owner of all the lands and premises located in the Township of South Glengarry, known for municipal purposes as the Char-Lan Recreation Centre, located at 19740 John Street, Williamstown, Ontario, K0C 2J0, hereinafter referred to as the *ARENA*.

The SKATING CLUB'S desire to secure and enter into an agreement with the TOWNSHIP, hereinafter referred to as the AGREEMENT, to obtain advertisements at the ARENA.

NOW THEREFORE:

The Township hereby grants the rights to the *SKATING CLUB* to sell advertising space in the *ARENA* for the duration of the 2023/2024 ice rental season, hereinafter referred to as the *TERM*.

1. ARTICLE 1: CONTRACT PURPOSE

- 1.1. It is agreed by all parties that the following areas are covered by this agreement:
 - 1.1.1. Maximum of three (3) in ice advertisements
 - 1.1.2. Maximum of one and a half (1.5) ice resurfacer logos
 - 1.1.3. Maximum of three (3) arena board advertisements
 - 1.1.4. Usage of lobby television for advertisements during their rentals

2. ARTICLE 2 - FINANCIAL ARRANGEMENTS AND COMMITMENTS

- 2.1. The Township agrees that the Skating Club will retain all funds relating to advertisements described in Article 1 that are sold in the Arena.
- 2.2. The Skating Club will ensure that all advertisement commitments in the arena do not exceed the Term of this Agreement.

TOWNSHIP OF SOUTH GLENGARRY ADVERTISING AGREEMENT CHAR-LAN SKATING CLUB

2.3. The Skating Club shall provide their annual financial statements at the end of the Term including where the funds from the advertisements have been spent.

3. ARTICLE 3 - RESPONSIBILITIES AND RIGHTS

- 3.1. The Skating Club will obtain, secure and deliver all arena board advertisements and the in ice advertisements as described in Article 1, by August 1, to the Arena.
- 3.2. The Skating Club will obtain, secure and deliver the ice resurfacer advertisement by August 31.
- 3.3. The Township will install all advertisements within this agreement except for ice resurfacer advertisement decals.
- 3.4. Ads that are not renewed for the following season, will not be stored at the Arena.
- 3.5. All advertisements must follow the material and measurement specifications provided by the Township.
- 3.6. Advertisements will be installed once per term of this agreement and all advertisements that require removal will be removed at the end of the term.
- 3.7. The Skating Club will be responsible for the following: marketing and production of advertising; the collection and accounting of the revenues and expenditures relating to the advertising; and for any maintenance costs relating to the upkeep of the advertisements in the Arena.
- 3.8. The Skating Club will ensure that the wording, pictures and/or symbols on signs are appropriate for family viewing. The Township reserves the right to remove any advertisements that do not meet these requirements.
- 3.9. The Skating Club shall observe, perform and comply with all laws, bylaws, codes, fire regulations, health regulations, and rules and regulations applicable to the use, operation and occupation of the premises.

4. ARTICLE 4 - INSURANCE, LIABILITY, RISK MANAGEMENT

4.1. The Skating Club shall accept full responsibility for protecting and insuring all advertisements in the premises, and shall save and hold harmless and indemnify the Township from any liability whatsoever, as a result of theft, vandalism, structural failure or natural disaster, resulting in the loss of or damage to the advertisements held in the premises.

5. ARTICLE 5 - BREACH OF CONTRACT

- 5.1. This agreement is non-transferable.
- 5.2. If the Skating Club fail to comply with any provisions of this agreement, the Township may demand that the Skating Club show cause why this agreement shall not be deemed to be breached, and where the Township

TOWNSHIP OF SOUTH GLENGARRY ADVERTISING AGREEMENT CHAR-LAN SKATING CLUB

is satisfied that the Skating Club has breached any condition or requirement of this Agreement, the Township may serve notice of termination of this Agreement to the Skating Club. A notice of termination issued pursuant to this article shall be issued in writing by the Township.

Char-Lan Skating Club – 2022-2023 number of participants: 130 Signed and sealed by the parties hereto.

ned and sealed by the parties	hereto.		
	Signed this	day of	, 2023
THE CORPO	RATION OF 1	THE TOWNSHIP OF S	OUTH GLENGARRY
			Mayor
			Clerk
	Signed this	day of	, 2023
		CHAR-L	AN SKATING CLUB
Print: Stephanie Sl	nger	Signature Char-Lan Skating (Club President



STAFF REPORT S.R. No. 2024-072

PREPARED BY: Pat Marion, Manager of Municipal Law Enforcement

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: June 17, 2024

SUBJECT: Proposed Property Standards By-Law

BACKGROUND:

1. A Property Standards By-Law includes provisions and regulations that determine a set of minimum requirements and standards for the maintenance and occupancy of buildings, structures and properties located within a municipality.

- South Glengarry's current Property Standards By-law was approved by Council in March, 2013. As the By-Law is 11 years old, it was time to modernize the by-law to remove provisions that no longer were required or were not being enforced and to introduce provisions that would assist administration when responding to property standard complaints.
- 3. Property standard complaints make up approximately 25% of the complaints filed on an annual basis. Examples of complaints files are, tenants complaining about unsafe buildings, derelict structures, pest infestations, mould etc.

ANALYSIS:

- 4. The authority to enact a Property Standards By-Law comes from both the Municipal Act, 2001, S.O. 2001 c. 25 and the Building Code Act, 1992.
- 5. The proposed by-law has been modified to include additions and alterations to help regulate properties and structures within the Township. Below explains the main differences between the 2013 and the proposed Property Standards By-Law:

2013 By-law Proposed By-law Sewage systems spoke only in respect to the discharge of Adding the maintenance and repair of septic systems including drainage and the land in the vicinity of a sewage system be the holding tanks and leaching beds. maintained. Adding the maintenance and repair of swimming pools. Swimming pools only speak about the discharge of water. No wording on excessive mould inside all buildings. Adding a section on excessive mould within all buildings. Adding a section on air quality to speak on airborne No wording on air quality. contaminants within all buildings. Dwelling units shall have heat capable of maintaining 21 Changed the interior dwelling units heat capability to 20 degrees Celsius to match the Residential Tenancies Act. degrees Celsius.

- 6. The attached by-law is before Council for first and second reading only. The reason for this is to provide Council adequate time to review and to consider the attached by-law and to discuss with administration any concerns or requirements they may have before the new by-law is adopted. The current property standards by-law can be found here if you wish to review it.
- 7. Council received a request from a resident in South Glengarry requesting Council to consider regulating Class One Septic Systems which is a form of an "outhouse". Currently, the Township does not regulate outhouses, nor have we received complaints regarding outhouses in the past that caused us to consider this. If Council wishes to regulate outhouses, Administration feels that the most efficient and appropriate way to do this is through the Property Standards By-Law. We have the following options:
 - A. Do not regulate outhouses- status quo
 - B. Regulate outhouses in a Zoning By-Law- meaning a minor variance or a zoning amendment can be applied for to seek permission to vary from the zoning by-law
 - C. Regulate outhouses in a Property Standards By-law- meaning they are not permitted outright
 - D. Regulate outhouses in a Property Standards By-law- meaning they are permitted but only in rear yards, must meet zoning by-law setbacks, can be constructed or must be portable etc.

8. Administration looks forward to receiving direction from Council on this matter. Should Council wish to regulate outhouses through the property standards by-law, provisions will be added to the draft by-law for Council's review and consideration before third and final reading.

IMPACT ON 2024 BUDGET: N/A

ALIGNMENT WITH STRATEGIC PLAN:

Goal #3- Strengthen the effectiveness and efficiency of our organization.

Goal #4- Improve the quality of life in our community

Goal #5- Improve internal and external communications

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 2024-072 be received and that By-law 2024-39 being a by-law to prescribe standards for the maintenance and occupancy of property within the Township of South Glengarry, be read a first and second time in Open Council this 17th of June, 2024.

Recommended to Council for Consideration by:
Acting CAO Dave Robertson

THE CORPORATION OF THE

SG-D-24

TOWNSHIP OF SOUTH GLENGARRY

BY-LAW 2024-39

FOR THE YEAR 2024

BEING A BY-LAW FOR PRESCRIBING STANDARDS FOR THE MAINTENANCE AND OCCUPANCY OF PROPERTY WITHIN THE TOWNSHIP OF SOUTH GLENGARRY, AND TO REPEAL BY-LAW 09-13

WHEREAS The corporation of the Township of South Glengarry deems it desirable to enact the following By-law for prescribing standards for the maintenance and occupancy of all property within the municipality and prohibiting the use of such property that does not conform to the standards; and for requiring any property to be repaired and maintained so as to comply with said standards as described herein or to be cleared of all buildings and structures, rubbish, debris and the lands left in a graded level condition;

AND WHEREAS section 5(3) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS Section 15.1(3) of the Building Code Act, 1992, S.O. 1992, c 23 provides that the council may pass a by-law with respect to prescribing standards for the maintenance and occupancy of property, and requiring property that does not conform with the standards to be repaired and maintained with the standards or the site to be cleared of all buildings, structures, debris or refuse and left in graded levelled condition:

AND WHEREAS Sections 15.2 and 15.8 of the Building Code Act, 1992 provide inspection and enforcement authorities for a by-law made under section 15.1 of the Act;

AND WHEREAS section 15.4 of the Building Code Act, 1992 provides authority for a municipality to cause repairs or demolition of a property where an order made under section 15.2(2) of the Act is not complied with and the order has been deemed confirmed or confirmed or modified by a property standards committee or judge of the Superior Court of Justice, and further provides that the municipality shall have a lien on the land for the amount of the repair or demolition, which shall have priority lien status under the Municipal Act, 2001;

AND WHEREAS The offence and penalty provisions for contraventions are as set out in section 36 Building Code Act, 1992;

AND WHEREAS Section 391 (1) of the Municipal Act, 2001 provides that a municipality impose fees or charges on persons:

- a) For services and activities provided or done by or on behalf of it; and
- b) For costs payable by it for services or activities provided or done by or on behalf of any other municipality or any local board;

NOW THEREFORE the Council of the Corporation of the Township of South Glengarry enacts that all property owners within the Township are required to comply with the following minimum standards of occupancy:

TITLE This By-law may be referred to as The Property Standards By-Law.

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PART 1 – DEFINITIONS

1. Definitions

The following definitions shall apply for the purposes of this by-law:

- 1.1 **Accessory Structure** means a detached, subordinate building that:
 - a) Is devoted exclusively to a use normally incidental to the main use of the property;
 - b) Is not used for human habitation;
 - c) Is on the same lot as the main building.
- 1.2 **Alteration** means (as applying to a building) a change from one major occupancy class or division to another, or to a structural change such as an addition to the area and height, or the removal of part of a building, or any change to the structure such as the construction, cutting into or

- removal of any wall, partition, column, beams, joist, floor, or other support, or a change of the fixtures and equipment.
- 1.3 **Apartment Building** means a building containing more than four dwelling units, each unit having access from an internal corridor system.
- **Appliances** include a fridge, freezer, stove, dishwasher, clothing washer or dryer.
- 1.5 **Balcony** means an external balustrade platform and includes both upper and lower surfaces.
- 1.6 **Basement** means that portion of building below the first storey.
- 1.7 **Barrier** means a structure intended to block, obstruct, or prevent access to an area or sound, whether constructed of wood, metal, concrete, or other type of material.
- 1.8 **Building** means as defined in the Building Code Act.
- 1.9 **Building Code** means the Ontario Regulation 332/12, as amended, or other regulations made under section 34 of the Building Code Act.
- 1.10 **Building Code Act** means the Building Code Act c.23, as amended.
- 1.11 **Business Day** means a day from Monday to Friday inclusive, other than a holiday as defined in section 87 of the Legislative Act 2006, S.O. 2006, c.21, Schedule F.
- 1.12 **Certificate of Compliance** means a written opinion of property compliance with the standards contained in this By-law issued under Section 15.5 (1) of the Building Code Act.
- 1.13 **Chief Building Official** means the Chief Building Official for the Township of South Glengarry appointed or constituted under section 3 or 4 of the Building Code Act and their designate.
- 1.14 **Clerk** means the Clerk for the Township of South Glengarry.
- 1.15 **Commercial Container** means a dumpster, commercial roll-off or other similar receptacles,
 - a) Used for the storage and collection of garbage, refuse, trade *waste*, construction *waste*, demolition *waste* or other similar materials; and
 - b) Designed to permit it being emptied by a forklift packer or similar *vehicle*

- 1.16 **Committee** means the Property Standards Committee of the Township of South Glengarry established under this by-law in accordance with section 15.6 of the Building Code Act, 1992, as amended, or as substituted from time to time.
- 1.17 **Construction Fence** means a temporary fence erected on or around a property or a portion of a property to protect a site where construction or demolition is occurring or is contemplated to occur.
- 1.18 **Contaminant** means any solid, liquid, gas, odour, heat, sound, vibration, radiation, or combination of any of them resulting directly or indirectly from human activities that causes an adverse effect.
- 1.19 **Corporation** means the Corporation of the Township of South Glengarry.
- 1.20 **Council** means the Council of the Township of South Glengarry.
- 1.21 **Dwelling** means a building or structure or any part of which is, or is intended to be, used for the purpose of human habitation, and includes a building that is or would be intended to be used for such purposes except for its state of disrepair.
- 1.22 **Dwelling Unit** means a suite operated as a house keeping unit, used, or intended to be used by one or more persons usually containing cooking, eating, living, sleeping, and sanitary facilities.
- 1.23 **Fence** means a freestanding structure, screen, wall or *barrier* except a structural part of a building erected at grade used wholly or partially to screen from view to enclose or divide a yard or other land, to mark or substantially mark the boundary between adjoining land restricting ingress to or egress from a property, providing security or protection to property and includes swimming pool enclosures, privacy screens, retaining walls, noise attenuation walls, or other combination of fencing components which form a continuous *barrier* for the same purpose and includes any structure constructed of open wire mesh, boards on boards, pickets, rail or lattice type construction, whether of wood, metal, masonry, or a combination thereof or other material.
- 1.24 **Fire Code** means Ontario Regulation 213/07 under the Fire Protection and Prevention Act, 1997, S.O. 1997, c. 4.
- 1.25 **Floor area** means the space on any storey of a building between exterior walls and required firewalls, including the space occupied by interior walls and partitions, but not including exits, vertical service spaces and their enclosing assemblies.

- 1.26 **Floor Covering** means any surface used to cover the basic floor or subflooring construction, including carpet, vinyl, tile, laminate, and hardwood.
- 1.27 **Grade** means the average level of proposed or finished ground adjoining a building at all exterior walls.
- 1.28 **Ground Cover** means organic or non-organic material applied to prevent soil erosion such as concrete, flagstone, gravel asphalt, grass, or other landscaping.
- 1.29 **Guard** means a protective *barrier*, with or without openings through it, that is around openings in floor or at the open sides of stairs, landings, balconies, mezzanines, galleries, raised walkways or other locations to prevent accidental falls from one level to another.
- 1.30 **Habitable room** means any room in a *dwelling unit* used or lawfully used or intended to be lawfully used for living, sleeping, cooking, or eating purposes.
- 1.31 **Inoperable Vehicle** means a motor *vehicle* as defined by the Highway Traffic Act R.S.O. 1990 Chapter H.8 as amended, that is not in good repair and is incapable of being operated on a highway. It includes a *vehicle* that does not display a valid *vehicle* permit license plate issued under the Highway Traffic Act, as amended.
- 1.32 **Lands** means grounds and vacant lot(s) exclusive of buildings.
- 1.33 **Landlord** Includes:
 - (a) The owner or other person permitting occupancy of a dwelling or dwelling unit.
 - (b) The heirs, assigns, personal representatives, and successors in title of a person referred to in clause (a) above, and
 - (c) A person, other than a tenant occupying a rental unit, who is entitled to a possession of the building and who attempts to enforce any of the rights of a landlord under a tenancy agreement, including the right to collect rent.
- 1.34 **Last known address** means the address which appears on the assessment roll of the municipality, or the address as provided in writing to the Town by the owner.
- 1.35 **Lot** means a parcel of land, described in a deed or other document legally capable of conveying land, or shown as a block on a registered plan of subdivision.

- 1.36 **Means of egress** includes exits and access to exits and means a continuous path of travel provided for the escape of persons from any point in a building or in a contained open space to
 - (a) a separate building
 - (b) an open public throughfare or
 - (c) an exterior open space that is protected from fire exposure from the building and that has access to an open public throughfare.
- 1.37 **Non-Residential Property** means a property not occupied, in whole or in part, for the purpose of human habitation.
- 1.38 **Occupancy** means the use or intended use of a building or part of a building for the shelter or support of persons, animals, or property.
- 1.39 **Occupant** means any person or persons over the age of eighteen (18) years residing at a property.
- 1.40 **Officer** means a Municipal Law Enforcement Officer appointed by the Township of South Glengarry and assigned the responsibility of administering and enforcing this by-law.
- 1.41 **Owner** includes:
 - (a) the registered owner of the property
 - (b) the person, for the time being, managing or receiving the rent from a building on the property, whether on the person's own account or as agent or trustee of any other person, or who would receive the rent if the building on the property were let
 - (c) an occupant of a building on the property, and
 - (d) a lessee or occupant of the property who, under the terms of a lease is required to repair and maintain the property in accordance with the standards for the maintenance and occupancy of property.
- 1.42 **Person** means an individual, corporation, unincorporated association, or partnership.
- 1.43 **Pests** means rodents, *vermin*, and/or injurious insects.
- 1.44 **Property** means a building or structure or part of a building or structure, and includes the *lands* and premises appurtenant thereto and all mobile homes, mobile buildings, mobile structures, outbuildings, fences, and erection and includes vacant property thereon whether heretofore or hereafter erected, and is divided into:
- 1.45 **Refuse and Debris** includes garbage of any kind and, without limiting the generality of the foregoing, includes rubbish, inoperative *vehicles* and mechanical equipment, automotive and mechanical parts, appliances,

furnaces, heater or fuel tanks, furniture, table *waste*, paper, cartons, crockery, glassware, cans, garden refuse, earth or rock fill, material from construction or demolition projects or old clothing.

- 1.46 **Repair** means the provisions of such facilities and the making of additions, or *alterations* or the taking of such action as may be required so that the property shall confirm to the standards established in this by-law.
- 1.47 **Retaining wall** means a wall designed to contain and support fill which has a finished grade higher than that of adjacent *lands*.
- 1.48 **Sanitary sewage** means liquid or water borne *waste*, of in industrial or commercial origin or, of domestic origin including human body *waste*, toilet or other bathroom *waste*, and shower, tub, culinary, sink, and laundry *waste* or liquid or water borne *waste* discharged from a public pool to drain.
- 1.49 **Sewage system** means the sanitary sewage system or storm sewage system of the Township of South Glengarry, or a private sewage disposal system approved by the Chief Building Official or the Ministry of the Environment, Conservation and Parks.
- 1.50 **Shipping container** means a container with strength suitable to withstand shipment, storage, and handling. Shipping containers range from large reusable steel boxes used for intermodal shipments to corrugated boxes.
- 1.51 **Stagnant water** means motionless water, not flowing in a stream or current, also known as standing water. Water shall be deemed to be "stagnant" if the structure, excavation, ruts, or depressions are capable of holding standing water for more than four (4) consecutive days.
- 1.52 **Structure** means anything constructed or erected, either permanent or temporary, the use of which requires location on the ground or attachment to something having location on the ground, and includes but is not limited to play structures, sheds, gazebos, trailers, and fishing huts.
- 1.53 **Township** means the Corporation of the Township of South Glengarry.
- 1.54 **Unsafe condition** means any condition that could be hazardous to the health and safety of persons in the normal use of the property or premise, or persons whose access to the property or premise has not been reasonably prevented.
- 1.55 **Vacant building** means a building or part of a building that is not used by an owner or is not occupied by an occupant.

- 1.56 **Vacant lot** means a property that does not have a building or structure on it.
- 1.57 **Vehicle** means a motor *vehicle*, trailer, boat, motorized snow *vehicle*, mechanical equipment and any *vehicle* drawn, propelled, or driven by any kind of power, including muscular power.
- 1.58 **Vermin** means a mammal, bird, or insect injurious to humans, game or crops including but is not limited to rats, mice, moles, ants, cockroaches, silverfish, fleas, bugs, bedbugs, lice or anything else that may be considered by the Officer.
- 1.59 **Waste** means a substance or material that is unusable or unwanted and includes but is not limited to:
 - a) Rubbish, garbage, brush, litter, debris, bottles, cans, packing materials, paper, clothing, bulk waste, recyclable materials
 - b) Food scraps, bones, and organic waste
 - c) Human or pet excrement
 - d) Appliances and parts of such appliances designed for interior use
 - e) Indoor furniture and household effects
 - f) Exterior furniture that becomes dilapidated
 - g) Dilapidated landscape or garden features such as awnings, marquees, canopies, pergolas, trellis, lattice, statues, and benches
 - h) Broken or discarded material
 - i) Inoperable machinery or mechanical equipment, or parts thereof, or other objects or parts thereof
 - j) Parts of *vehicles* not packaged for immediate shipment, including worn automobiles tires, used oil, and automotive parts
 - k) Articles, things, matter or effluent or any part thereof derived from or made or consisting of: agricultural, animal, vegetable, paper, lumber or wood products, or mineral, metal, or chemical products are used, manufactured, or otherwise processed
 - I) Material resulting from construction, demolition, repair, or renovation projects including soil or rock fill
 - m) Piping, ducting, tubing, conduits, cable, wire and fittings or related accessories not packaged for immediate shipment
 - n) Waste lumber
 - o) Items in an unsightly condition
 - p) Torn or cut branches or twigs, leaves, yard waste, stumps, and similar vegetative waste, or
 - q) Without restricting the foregoing, any unused or unusable material that by reason of its state, condition, or excess accumulation:
 - i. Has been cast aside, discarded, or abandoned, whether of any value or not

- ii. Has been used up, in whole or in part, whether of any value or not, or
- iii. Has been expended or worn out, in whole or in part, whether of any value or not

1.60 to a building

Yard means any open, uncovered, unoccupied space appurtenant

PART 2 – APPLICATION AND INTERPRETATION

2. Application and interpretation

- (1) This By-law applies to all *property* in the *Township* of South Glengarry.
- (2) For the purpose of this By-law, unless otherwise stated to the contrary, the provisions prescribed shall be held to be the minimum standards for the promotion of the public health, safety, comfort, convenience, and general welfare and are not intended to detract from the standards found in any other applicable by-laws or legislation.
- (3) The *owner* of any *property* which does not conform to the standards prescribed in this By-law shall *repair* and maintain the *property* to conform to the standards or the *property* shall be cleared of all *buildings*, *structures*, or *waste* and left in a *graded* levelled condition.
- (4) This By-law does not apply to matters which, in the opinion of the Manager of Municipal Law Enforcement are minor in nature.

PART 3 - PROHIBITIONS

3. Prohibitions

- (1) No *person* shall use or occupy, or permit the use or *occupancy*, or consent to the use or occupation of any *property* that does not conform to the standards prescribed in this By-law.
- (2) No *owner* shall fail to maintain their *property* in conformity with the standards prescribed in this By-law.
- (3) No *owner* shall fail to comply with an Order issued by an *Officer* under this Bylaw.
- (4) No *person* shall remove from any *property* any sign, notice, order, or placard placed thereon pursuant to section 15 of the Building Code Act or this By-Law.

(5) Where applicable, every *owner* shall obtain a *building* permit prior to making *repairs*.

PART 4 - REPAIRS

4. Repairs

- (1) All repairs and maintenance of property required by the standards prescribed by this By-law shall be carried out in a manner accepted as good workmanship in the trades concerned, and with materials suitable and sufficient for the purpose and that are free from defects.
- (2) The requirement that *repairs* be made in a manner that is accepted as "good workmanship" includes ensuring that the component *repaired* can perform its intended function and finishing the *repair* in a manner reasonably compatible in design and colour with adjoining decorative finishing materials and are suitable and sufficient for the purpose that they were intended for.
- (3) The *owner* of *property* shall *repair*, maintain, and keep the *property* in accordance with the standards of this by-law, and take immediate action to eliminate any *unsafe conditions*.

PART 5 STRUCTURAL SYSTEM

5. Structural system

(1) A *building*, and every structural system or component serving a part thereof, shall be capable of sustaining its own weight together with the loads that may be imposed by the use and *occupancy* therein and by natural causes such as snow and wind.

6. Doubt as to Structural Condition

(1) If, in the opinion of an officer, there is doubt as to the structural condition of a building or structure or parts thereof, an officer may issue an order that such a building or structure, or parts there of, be examined by a professional engineer licensed to practice in Ontario, at the owner's sole expense, and that a written report, which may include drawings for any recommended remedial work with recommended timelines, be provided to an officer.

7. Engineer's Report Acceptance

- (1) An *Officer* may accept the findings contained in the engineer's report pursuant to subsection 6(1), provided that the *officer* is satisfied that all deficiencies have been identified and appropriately dealt with by the report.
- (2) Upon completion of all the work required by the engineer's report, a further report prepared by the professional engineer shall be submitted to the *officer* certifying that all the work proposed in the written report has been completed and is in accordance with all applicable legislation.
- (3) No structural element may be added, removed, *repaired*, or modified in any manner until a required permit has been obtained from the *Chief Building Official*.

PART 6 - CONDITION AND MAINTENANCE OF LANDS AND YARDS

8. Maintenance of yards

- (1) All *lands* and *yard* shall be kept clean and free from:
 - a) Rubbish, garbage, brush, waste, litter, trade waste and other debris;
 - b) Objects or conditions that may create a health, fire, or accident hazard.
 - Dilapidated buildings, structures or vegetation such as trees which may be hazardous to the health, safety and welfare of the inhabitants of the area or that encroach on an adjacent property;
 - d) Inoperable vehicles.
 - e) Accumulation of material, wood, debris or other objects that create an unsafe or unsightly condition out of character with the surrounding environment or are deleterious to the neighbouring environment;
 - Trees, hedges, bushes, vines and shrubs which are dead, decayed, damaged, or that encroach onto adjacent *property* including municipal roads, streets, sidewalks and pathways; and
 - g) Rock, stumps, fill, construction *waste* or other such materials that originate on another *property* or location unless the deposited material is continuously kept level or covered on a weekly basis in such a way that it does not disrupt or change the drainage of the original site.
- Where there is a disagreement with the *officer*'s directive between the *officer* and the *owner* with respect to what must be removed in the case of decayed, diseased, or damaged trees, shrubs, hedges or bushes, a certified arborist shall be required, and their opinion shall be final.

- (3) All yards shall be kept clean and free from:
 - Damaged or dilapidated landscape or garden features such as awnings, marquees, canopies, garden furniture, pergolas, trellis, lattice, statues, and benches;
 - b) Rodents, *vermin*, insect *pests* and other *pests* and from any condition which may encourage the infestation of harbouring of such *pests*;
 - c) Domestic animal excrement to an excessive level to create a public nuisance to your neighbours;
 - d) Construction bins unless they are actively being used in connection with the construction or demolition of a *building* or *structure*.
- (4) No *person* shall leave *lands* or *yards* after an excavation in an excavated condition for longer than 30 days. All land shall be *grade*d and left in a level condition unless the *person* can demonstrate to an *officer* the necessity of not leveling the land.
- (5) No *owner* shall permit *stagnant water* to accumulate on a *property* in any depression or equipment or items. Where there is any accumulation of *stagnant water* in any depression, excavation or equipment, the *owner* or *occupant* of the land shall remove standing water by draining it or other means to eliminate it.
- (6) Section 6.5 does not include any storm water retention ponds, landscaped ponds or natural watercourse or manmade canals.
- (7) Recreational travel trailers shall be complete with closing doors, windows, etc., and kept in a condition that would not require *repairs* to make them fit for travel on any highway as defined in the Ontario Highway Traffic Act, R.S.O. as amended.
- (8) No *vehicle* or trailer shall be used for the storage of garbage, rubbish, *waste*, debris, inoperable equipment, materials, *appliances*, or similar items and *appliances* such as refrigerators, stoves, and freezers shall not be used as places of storage.
- (9) No non-commercially built covered trailers, fish huts, or similar handmade structures shall be stored in driveways or exterior or front *yards* on residential properties. They may be stored on residential properties if:
 - a) They are weather resistant and constructed and maintained with suitable materials; protected by paint, preservatives, or other weather-resistant materials to prevent water leakage into the *structure*; and
 - b) They are stored 1.2m (3.94ft) from rear and interior *lot* lines.
- (10) No accessory structure or structure shall be erected closer than 1.2m (3.94ft) to any interior side *lot* line, rear *lot* line, or *structure*, and shall be subject to the requirements of the Ontario *Building* Code.

- (11) No boat or vessel shall be stored in any *yard* long-term, unless it is placed on a licensed trailer in an operable condition that would allow for its immediate removal.
- (12) The *occupant* of a residential *property* may *repair* one (1) *vehicle* in the driveway, which is the *occupant*'s own *vehicle*, provided the *vehicle* is being actively *repaired*.
- (13) Where a recreational *vehicle* trailer is parked in a driveway, such *vehicle* shall not be used for living or sleeping accommodation for longer than 30 days by any *person* and in no event shall such living and sleeping accommodation be leased or rented.
- (14) No brush or logs shall be permitted to be stored in a *yard* for longer than three (3) weeks.
- (15) Firewood, *building* materials, garden equipment and materials shall be stored in a rear or side *yard* only, provided that such storage:
 - a) Does not exceed 10% of the yard area in which it is stored;
 - b) Shall be neatly piled and shall not constitute a hazard
 - c) Shall not be stored between the front wall of the *building* and the street line; and
 - d) Adheres to all required *yard* setbacks prescribed in the *Townships* Zoning By-law.

9. Plantings

- (1) Hedges, shrubs, plantings, or trees shall be maintained in a manner that does not:
 - a) Obstruct the safety of the public
 - b) Obstruct the safety of vehicular or pedestrian traffic;
 - c) Partially or wholly conceal or interfere with the use of any hydrant or water valve; and
 - d) Overhang upon any pavement, sidewalk or travelled portion of any street or highway

10. Unsafe conditions

(1) Notwithstanding another provision of this By-law, any condition on or within a *property*, in the opinion of the *officer*, which may pose or constitute an undue or unreasonable danger, hazard or risk to the health and safety of any *person*, place or thing shall be abated or removed by the *owner* or *occupant* thereof.

11. Unprotected Wells, Holes, Cavities

(1) Unprotected wells, holes, or cavities over one meter (600mm) in depth shall be filled or safely covered.

12. Retaining Walls

(1) All *retaining walls*, screen walls, and ornamental walls shall be constructed of durable material and shall be maintained in a structurally sound condition.

13. Storm Water Run-Off, Sump Pump and Sewage Discharge

- (1) Storm water run-off, which includes drainage from a roof and sump pump, shall be drained from the grounds of a *property*, and any area below exterior *grade* in a manner that is suitable to the configuration of the *property*, so as to prevent excessive ponding, erosion or the entrance of water into a *building* or *structure*.
- (2) Sump pump discharge lines shall be designed, provided, and maintained to prevent discharge water run-off from ponding onto the *Township*'s Road allowance.
- (3) Sanitary Sewage shall be discharged into a sewage system.

14. Fences

- (1) Fences shall be capable of performing safely the function for which they were constructed.
- (2) All fences shall be:
 - a) Maintained in a state of good repair;
 - Protected by deterioration by the application of paint or other suitable protective material of uniform colour and construction using a material that is inherently resistant to such deterioration and compatible with surrounding finished;
 - c) Constructed using suitable materials and designed and erected in a work like manner and maintained so as to not appear in an unsightly condition; and
 - d) Free of any condition that would render the fence to be dangerous.

15. Swimming Pools

- (1) All swimming pools, wading pools, ponds, and any appurtenance thereto, including *fences* and gates, shall be maintained in good *repair*.
- (2) All swimming pools *fence*s and enclosures shall comply with the *Townships* Pool Enclosure By-law.

- (3) Swimming pools shall be kept free from *stagnant water* and any other *unsafe* condition.
- (4) Swimming pools and any accessory or parts thereof which are not operated shall be removed or fitted with suitable cover so as to prevent visual blight, the entrance of elements, or the infestation of *vermin*, *pests*, or insects.

PART 7 - INTERIOR MAINTENANCE STANDARDS

16. Lighting

- (1) Lighting fixtures, lamps, and their supports and connections shall be maintained in a safe and complete condition, without visible deterioration and in good working order.
- (2) Standby lighting shall be provided at floor level in exits and corridors used by the public for safe passage.
- (3) Lighting as required by the *Building Code* shall provide and be maintained to allow for an adequate level of lighting so that the use normally carried out in such areas can be undertaken safely.

17. Heating, Mechanical, and Ventilation

- (1) Heating, ventilating and mechanical systems, including stoves, heating *appliances*, fireplaces, chimneys, fans, pumps, filtration, and other equipment provided to supply heat, air conditioning, ventilation or other services shall be properly maintained and in good working order.
- (2) Ventilation shall be provided to, maintained, and operated in all rooms and spaces within a *building* so as to prevent accumulations of heat, dust, fumes, gases, including carbon monoxide, vapours and other *contaminant*s which may create a fire, explosion, toxic hazard or other hazard.
- (3) Every bathroom, restroom, or toilet room shall be provided with either a natural or mechanical ventilation system in accordance with the *Building Code* which shall be maintained in good working order

18. Heating

(1) Every *dwelling unit* shall be provided with a heating system capable of maintaining a room temperature of 20 degrees Celsius at 1.5 meters above the floor level in all *habitable rooms*, bathrooms and toilet rooms shall be maintained in good working order.

- (2) Heating shall be available in all *dwelling unit*s from September 01 until June 15 of the next year.
- (3) No room heater shall be placed that may cause a fire hazard to walls or any other equipment or to impede the free movement of *person*s within the room where the heater is located.
- (4) No *dwelling unit* shall be equipped with portable heating equipment as the primary source of heat.

19. Air Conditioners and Water-Cooled Equipment

- (1) Air Conditioners shall be equipped with adequate devices for the prevention of condensation drainage on to entrance areas, sidewalks or pathways and shall be maintained in a safe mechanical and electrical condition.
- (2) Cooling water from water-cooled equipment shall not be discharged on driveways, walkways, or other areas used for pedestrian or vehicular traffic, or in such manner that it may cause damage to the walls, foundations, or other parts of a *building*.
- (3) The discharge of cooling water from all water-cooled equipment shall be made to a proper drainage system and shall be connected in accordance with all applicable governmental regulations.

20. Walls, Floors, and Ceilings

- (1) Interior walls, floors, and ceilings of a *building* or *structure* shall be maintained:
 - a) In a state of good *repair* and free from holes, large cracks, broken plaster and loose or broken masonry;
 - b) In a clean sanitary condition, which is reasonable considering the use or operation; and
 - c) Free from cracked and broken glass in door panels, glass screens, and windows.
- (2) Interior claddings and finished of walls and ceilings shall be maintained in a safe and sanitary condition, in a state of good *repair* free from holes, mould, loose and broken boards, torn, damaged, decayed, leaks, deteriorating or missing materials.
- (3) In addition to the requirements of subsection 35(1), floors and *floor coverings* in all *buildings* shall be maintained in a state of good *repair*, and free from all warped or decayed boards, large cracks, depressions, protrusions, deterioration, or other defects.
- (4) All interior walls must be painted or finished in a good, maintained condition.

(5) The floors of room in which plumbing fixtures are installed shall be maintained reasonably impervious to water and in such a condition as to permit easy cleaning.

21. Stairs, Handrails, Guards

- (1) All stairs, porches, decks, landings, treads, risers, fire escapes or other similar *structures* shall have *guards* or handrails which shall be maintained in good *repair* and shall be capable of supporting all loads to which they be reasonably be subjected.
- (2) All *guard*s and handrails shall be installed and maintained in accordance with the *Building Code* so as to afford reasonable protection against accident or injury to any *person* in or on a *property*.

22. Means of Egress

- (1) Every *floor area* intended for *occupancy* shall be provided with a direct *means of egress* in accordance with the *Building Code*.
- (2) All *means of egress* and exits shall be maintained in a state of good *repair* and free from objects, obstructions, or conditions that restrict the accessibility of such *means of egress* and exits.
- (3) Every *dwelling unit* shall have access so as to provide a safe, continuous and unobstructed exit from the interior of the *building* to the exterior at the street or *grade* level.

23. Electrical

- (1) All electrical fixtures, switches, receptacles, and connections thereto shall be maintained in a safe and complete condition, and in good working order, with appropriate covers installed.
- (2) An adequate supply of electric power shall be always available in all parts of every occupied *dwelling unit* except where the lease makes the tenant responsible for the supply of electricity and where the supplier has discontinued the service because of arrears in payment.
- (3) No *owner* or *occupant* shall disconnect or cause to be disconnected or permit to be disconnected any service or utility providing light, heat, refrigeration, water or cooking facilities for a *dwelling unit* occupied by a tenant except for such a reasonable period of time as may be required for the purpose of *repairing*, replacing or altering such service or utility.

24. Plumbing

- (1) All plumbing, drainpipes, water pipes, plumbing fixtures and *appliances*, and every connecting line to the *sewage system* shall:
 - a) be maintained in good *repair*, free from leaks or defects
 - b) be protected from freezing
 - c) be connected to the sewage system through water sealed traps and
 - d) be kept in a clean sanitary condition

25. Pest Prevention

- (1) Every *property* shall be kept free of rodents, *vermin*, and injurious insects at all times, and methods used for exterminating rodents and injurious insects shall be in accordance with any applicable legislation.
- (2) Openings and holes in a *building* containing rental units, including chimneys, windows, doors, vents, holes for pipes and electrical fixtures, cracks, and floor drains, that might permit the entry of rodents, *vermin*, injurious insects, birds, or other *pests*, shall be screened, or sealed as appropriate.

26. Mould

- (1) Any extensive accumulation of mould shall be immediately cleaned and removed by the *owner* of the *building*.
- (2) No *person* shall occupy, or permit the *occupancy* of a *building*, or portion thereof, where an extensive accumulation of mould exists which could pose a health concern to any *person* who occupies the *building*, or portion thereof.
- (3) Any condition in a *building*, including but not limited to water penetration, humidity, or inadequate ventilation, which relate to the creation and growth of mould, shall be *repaired*, or removed by the *owner* of the *building*.
- (4) Notwithstanding any other provision of this By-law, section 26 (1) and 26 (2) shall not apply if, in the opinion of the *officer*, the presence of mould is minor in nature and relates to the general maintenance and/or lifestyle.

27. Air Quality

- (1) All *buildings*, or part thereof, shall be maintained in good *repair* as to be kept free from accumulation of airborne *contaminant*s that may pose a health concern to any *person*.
- (2) No *person* shall occupy, or permit the *occupancy* of, a *building* or part thereof, where a high concentration of airborne *contaminants* exist which may pose a health concern to any *person* who occupies the *building* or part thereof.

(3) Notwithstanding any provision of this By-Law, this section shall not apply if, in the opinion of the *officer*, the presence of airborne *contaminants* is minor in nature and relates to general maintenance and/or lifestyle.

28. Miscellaneous

- (1) Every *dwelling unit* shall contain at least the following:
 - a) a toilet;
 - b) a kitchen sink;
 - c) a washbasin; and,
 - d) a bathtub or shower or a combination of thereof.
- (2) A washroom in a unit shall be an enclosed space and shall have:
 - a) a water-resistant floor;
 - b) water resistant walls in a tub surround and a shower;
 - c) a door which can be secured from the inside and can be opened from the outside in an emergency; and,
 - d) an artificial light fixture which is maintained
- (3) No toilet or urinal shall be located in a room used for or intended to be used for sleeping or preparing or consuming or storing food.
- (4) Hot water shall be provided to a sink, basin, bathtub and shower by safe equipment operated to provide water at a temperature of not less than 43 degrees Celsius and not more than 49 degrees Celsius.
- (5) An adequate and safe supply of potable water shall be provided at all times.
- (6) A residential *property* shall be insulated to minimize heat loss, air infiltration and moisture condensation on the interior surfaces of the walls, ceilings, and floors.
- (7) Piped plumbing and drainage systems and appurtenances in a residential *property* shall be maintained free from leaks, defects or obstructions and adequately protected from freezing.

PART 8 EXTERIOR MAINTENANCE STANDARDS

29. Driveways, Ramps, Safe Passage

- (1) All driveways, ramps, walkways, steps, *building* entrances, parking areas and surface paths shall be:
 - a) maintained in good *repair* in a hole free condition and free of any settlements that might cause tripping; and,
 - b) maintained in a condition so as to afford safe passage by pedestrians and *vehicles* in inclement weather, including the removal of snow and ice; and,

- c) Adequately *grade*d and drained to prevent excessive ponding of water; and.
- d) Be surface treated with asphalt, concrete, interlocking brick, similar hardscaped surface, gravel, or other material sufficient to provide stability, prevent erosion, and be usable in all seasons.

30. Doors and Windows

- (1) Windows, doors, and *basement* cellar hatchways shall be maintained in good *repair*, weather-tight condition to prevent drafts or leakage and protected by suitable material to prevent the entry of *vermin* into the *building*.
- (2) Doors, door frames, window frames, sashes, casings, and weather stripping that have been damaged or show evidence of decay or other deterioration shall be painted, *repaired*, or replaced.
- (3) All exterior openings for doors or windows shall be fitted with doors or window that are capable of being opened and closed easily, and being locked unless, in the case of windows, the windows were manufactured to be fixed or that they have been permanently sealed and the room has adequate ventilation.
- (4) The following items shall be *repaired* or replaced in all *buildings*:
 - a) Missing or broken glass;
 - b) Missing or defective door hardware;
 - c) Missing or defective window hardware.
- (5) All windows in a *dwelling unit* designed to be opened shall be fitted with screens to effectively prevent the entrance of *vermin* and shall be maintained in good *repair*.
- (6) Every opening in an exterior wall which is not protected by a door or window shall be screened with wire mesh, metal grill, or otherwise suitably protected to prevent the entry of *vermin*, rodents, or other *pests*.
- (7) Garage doors shall be:
 - a) Kept in good *repair* and structurally sound;
 - b) Kept free from holes and cracks:
 - c) Able to open and close without impediment;
 - d) Able to open manually if there is an interruption in power or if there is a mechanical failure:
 - e) Kept free from cracked or peeling paint or any other damaged exterior finishing.
- (8) Garage doors equipped with an automatic closing mechanism shall be equipped with an operational sensory device to detect any *person*, *vehicle*, animal, or object when crossing its path so that it may prevent harm.

31. Foundations

- (1) A foundation wall, *basement*, cellar or crawl space floor, slab on *grade*, exterior wall and roof shall be structurally sound, weather tight and damp-proofed and shall be maintained so as to protect against deterioration caused by the elements, fungus, mould, dry rot, rodents, *vermin*, or injurious insects.
- (2) The foundations, walls (including exterior walls) columns, beams, floors, roof slabs and balconies of all *buildings*, including ancillary *buildings* such as parking garages and *accessory structure*, shall be maintained.
 - a) In a state of good *repair*;
 - b) Free from decayed, damaged or weakened sills, beams, piers, posts, or other supports;
 - c) Free from cracked, broken or loose stucco or cracked or broken masonry;
 - d) Free from defective or deteriorated wood or metal siding or trim;
 - e) Free from loose or unsecure objects;
 - f) In a manner so as to prevent the entry of moisture into the building and;
 - g) In a manner so as to prevent settlement of the building.

32. Exterior Walls

- (1) The exterior walls and their components shall be maintained in good *repair*, so as to prevent their deterioration due to weather or *vermin*, and shall be so maintained in good *repair* by.
 - a) Painting, restoring, or *repairing* of the walls coping or flashing; or
 - b) The waterproofing of joints and of the walls themselves.
- (2) Patching and *repairs* to exterior walls shall be made with the same or visually similar material and shall blend with the existing adjacent material or the whole shall be painted or clad to form a solid appearance with the surrounding surface.
- (3) Appropriate measures shall be taken to remove any unsightly makings, stains, or other defacement, including graffiti, occurring on an exposed exterior surface and, where necessary, to restore the surface as nearly as possible to its original condition.
- (4) All exterior surfaces shall be maintained of materials which by themselves or when treated provide adequate protection from the weather.

33. Roofs

- (1) The roof of a *building* including the fascia, soffit, cornice flashing, and coping shall be maintained or free from conditions causing or contributing to leaks or being detrimental to the appearance of the *building*.
- (2) Roofing materials or components which have been damaged or show evidence of rot or deterioration shall be *repaired* or replaced.

- (3) Every roof shall be maintained free from dangerous accumulations of snow or ice or both and they shall be removed as soon as possible from the roofs of buildings.
- (4) Where eaves troughing, roof guttering and down piping is provided, it shall be maintained in good *repair* to be watertight and securely fastened to the *building* at all times.
- (5) All soffit and fascia components of a *building* shall be secured and maintained in good *repair* and properly painted or otherwise treated and protected by paint, preservatives, or other weather-resistant materials.
- (6) Every roof shall be maintained so that roof decks and related *guard*s are in a good state of *repair*.
- (7) Every chimney, smoke flue, gas vent stack, aerials, satellite dishes, lighting arrestors and other roof *structures* and their supporting members shall be maintained in a safe condition, maintained plumb and in good *repair* so as to be:
 - a) Free from loose or missing brock, mortar and loose or broken capping;
 - b) Free from loose or rusted stanchions, braces and attachments;
 - c) Free from fire or accident hazards;
 - d) Clear of obstructions;
 - e) Free from open joints
- (8) No roof drainage shall be discharged on an entranceway, walkway, stair or neighbouring *property*, on onto any impervious road allowance or in such a manner that it will penetrate or damage the *building* or *structure*.

34. Accessory Structures

- (1) Accessory Structures shall be kept in good repair and in accordance with the Townships Zoning By-law.
- (2) Where an *accessory structure* harbours insects, *vermin*, or rodents, all necessary steps shall be taken to eliminate such insects, *vermin*, or rodents and to prevent reoccurrence.
- (3) Temporary *structures* shall be maintained in a condition that allows them to function for what they were designed to do and shall be kept in good repair.
- (4) The exterior of any *accessory structure* shall be weather resistant and constructed and maintained with suitable and uniform materials; protected by paint, preservatives, or other weather-resistant materials to prevent water leakage into the *structure*.

(5) All sea containers, *shipping containers*, or similar *structures* shall be maintained in good condition and shall be painted to blend in with their surroundings.

35. Exterior Lighting

- (1) Lighting fixtures, lamps and their supports and connections shall be maintained in a safe and complete condition, without visible deterioration and in good working order.
- (2) Outdoor lighting shall be placed and maintained, or have a *barrier* placed and maintained, so as to prevent or block direct illumination of the interior of a *dwelling* or *dwelling unit* on adjoining *property* regardless of whether such *dwelling* or *dwelling unit* has or may have shades, drapes or other interior window coverings.
- (3) Sensor activated lighting shall not be triggered by activity off the *property*.
- (4) Lighting as required by the Ontario *Building Code* shall provide and be maintained to allow for an adequate level of lighting so that the use normally caried out in such areas can be undertaken safely.

PART 9 ADDITIONAL STANDARDS FOR NON-RESIDENTIAL PROPERTIES

36. Additional Standards for Non-Residential Properties

- (1) In addition to the general standards for all properties set out in Part 6 of this By-law, *owner*s of non-residential properties shall also comply with Part 09 of this By-law.
- (2) Every *owner* of a *non-residential property* shall provide containers for the disposal of *waste*.
- (3) In a multi-tenant *building*, no *owner* or *occupant* or anyone acting on behalf of an *owner* or *occupant*, shall disconnect or cause to be disconnected, any service or utility providing light, heat, refrigeration, water or cooking facilities to a tenant or lessee, except for such reasonable period of time as may be required for the purpose of *repairing*, replacing, or altering such service or utility.
- (4) A *person* liable for rates for gas, water, steam, electric power, fuel oil, or other service utility, who fails to pay such rates with the result that the gas, water, steam, electric power, fuel, oil or other service or utility is disconnected or shut off, removed or discontinued, shall be deemed to have caused or permitted such disconnection, shutting off, removal, or discontinuance.

- (5) All *means of egress* for non-residential properties shall be maintained free from all obstructions or impediments and provided with clean, clear, unobstructed, and readily visible exit signs for every exit.
- (6) Openings in exterior walls, other than doors and windows, shall be effectively protected by suitable materials to prevent entry of rodent's *vermin* and injurious insects unless it can be shown, to the satisfaction of the *Officer*, that the implementation of this section would adversely affect the normal operations in a *non-residential property*.

37. Interior Walls, Ceilings, and Floors

- (1) Interior walls, floors, and ceilings of a *non-residential property* shall be maintained:
 - a) Free from health, fire and accident hazards;
 - b) In a state of good *repair* and free from holes, large cracks, broken plaster, and loose or broken masonry;
 - c) In a clean and sanitary condition which is reasonable considering the use or operation; and
 - d) Free from cracked or broken glass in door panels, glass screens and windows.
- (2) Cracked or broken glass in door panels, glass screens, and windows as outlined in section
 - 37 (1)(d) shall be replaced with glass or other material approved by an officer.
- (3) Plaster *repairs* made to the walls and ceilings of non-residential properties shall be completed in a workmanlike manner and each *repair* shall be finished to match the existing wall or ceiling.
- (4) Glazed doors, windows and other transparent surfaces shall be kept in a reasonably clean condition.
- (5) Interior doors and door frames including automatic door closers and all necessary hardware shall be maintained in a state of good *repair* to ensure the proper operation and integrity of the door.

38. Plumbing, Drainpipes, and Water Pipes

(1) Plumbing fixtures shall be provided and maintained in accordance with the requirements of all applicable governmental regulations.

- (2) All plumbing drainpipes, water pipes, and plumbing fixtures and every connecting line to the *sewage system* shall:
 - a) Be maintained in a state of good *repair*, and,
 - b) Be free from leaks and defects.
- (3) All water pipes, drainpipes and appurtenances thereto shall be protected from freezing.

PART 10 VACANT AND/OR DAMAGED BUILDINGS

39. Vacant Buildings

- (1) If any *building* is unoccupied, the *owner* or the agent shall protect every such *building* against the risk of fire, accident, or other hazard and shall effectively prevent the entrance thereto of all unauthorized *persons*.
- (2) The *owner* or agent of a *vacant building* shall board up the *building* to the satisfaction of the *officer* by covering all openings through which entry may be obtained with at least 12.7mm (0.5inch) weatherproof sheet plywood securely fastened to the building and painted a colour compatible with the surrounding walls.
- (3) If a *building* remains vacant for a period of more than ninety (90) days, the *owner* or agent thereof, shall ensure that all utilities serving the building are properly disconnected or otherwise and secure the *building* to prevent accidental or malicious damage to the *building* or adjacent *property*, but this provision shall not apply where such utilities are necessary for the safety or security of the *building*.

40. Vacant Lands

- (1) Vacant land shall be maintained to the standards as described in part 6 of this By-law.
- (2) Vacant land shall be *grade*d, filled, or otherwise drained so as to prevent recurrent ponding of water.

41 Damaged Buildings or Structures

- (1) If a *building* or *structure* is damaged by fire, storm, or by other causes:
 - a) Immediate steps shall be taken to prevent or remove a condition which might endanger *person*s in, on or near the *property*, *building*, or *structure*;
 - b) The aforesaid *building* or *structure* shall be properly supported and barricaded until the necessary demolition or *repair* can be carried out; and,

- c) The aforesaid building or structure shall be demolished or repaired
- (2) Defacements by smoke or by other similar causes on the exterior walls and surfaces of

The *buildings* or *structures*, or of the remaining parts of the *building* or *structures*, shall be removed and defaced areas refinished in a work like manner.

PART 11 DEMOLITION

42. Demolition

- (1) Where a *building*, *accessory structure*, *fence*, or other *structure* is demolished, the *property* shall be cleared of all rubbish, *waste*, refuse, masonry, lumber, wood, and other materials and left in a *graded* leveled condition.
- (2) Where a *building*, *accessory structure*, *fence*, or other *structure* is being demolished, every precaution shall be taken to protect the adjoining *property* and members of the public. The precautions to be taken include the erection of *fences*, barricades, covered walkways for pedestrians and any other means of protection necessary for the protection of the adjoining *property* and members of the public.

PART 12 ENFORCEMENT

43. Inspection

- (1) An *officer* may, upon producing proper identification, enter upon any *property* at any reasonable times without a warrant for the purpose of inspecting the *property* to determine:
 - a) Whether the *property* conforms with the standards prescribed in this by-law; or,
 - b) Whether an order under the *Building Code Act* has been complied with.
- (2) The owner or occupant of a property shall:
 - a) Comply with all standards prescribed in this by-law;
 - b) Comply with any final and binding order of the officer,
 - c) Produce documents or things requested by the *officer* for inspection as relevant to the *property* or any part thereof;
 - d) Allow the removal of such documents or things for the purpose of making copies, provide information or assist in the collection of information from other *person*s concerning a matter related to the *property* or part thereof;
 - e) Allow entry by the *officer* or such *person*s as needed to carry out an inspection or test or in aid thereof;

- f) Permit examination, tests, sampling or photographs necessary for the purpose of an inspection or in aid thereof; and
- g) Provide at their expenses when requested, reports, tests and samples as are specified in an order, all as may aid or assist in the carrying out of an inspection and determination of compliance with this by-law and the relevant portions of the *Building Code Act*.
- (3) The *Township* may charge the *owner* of a *property* a fee or charge pursuant to the rates
 - and fees schedule to conduct an inspection, including increased fees for multiple inspections.
- (4) Where an *officer* has reasonable grounds to believe that an offence has been committed by a *person*, the *officer* may require the name, address, and proof of identity of that *person*, and the *person* shall supply the required information.

44. Orders

- (1) An *officer* who finds that a *property* does not conform to any of the standards prescribed in this by-law may make an order:
 - a) Stating the municipal address or the legal description of the *property*;
 - b) Giving reasonable particulars of the *repairs* to be made or stating that the site is to be cleared of all *buildings*, *structures*, debris or refuse and left in a *graded* and levelled condition;
 - c) Indicating the time for complying with the terms and conditions of the order and giving notice that, if the *repair* or clearance is not carried out with that time, the municipality may carry out the *repair* or clearance at the *owner*'s expense; and,
 - d) Indicating the final date for giving notice of appeal from the order.

45. Service

- (1) An order shall be served on the *owner* of the *property* and such other *person*s affected by it, as the *officer* determines, and a copy of the order may be posted on the *property*.
- (2) A notice or order required by this by-law to be served in accordance with subsection 45(1) may be served:
 - a) In person:
 - b) By email to the last known email address of the *person* to whom service is required to be made; or
 - c) By registered mail sent to the *last known address* of the *person* whom notice is to be given or to that *person*'s agent for service.

- (3) A notice or order served in accordance with subsection 45(2) is considered to be served:
 - a) On the fifth day after the day of mailing if served by registered mail;
 - b) On the day of sending if served by email, unless the document was sent after 5:00pm, in which case service shall be deemed to have been made on the following day.
- (4) An order may be registered in the proper land registry office and, upon such registration, any *person* acquiring any interest in the land subsequent to the registration of the order shall be deemed to have been served with the order on the day on which the order was served and, when the requirements of the order have been satisfied, the *clerk* of the *Township* shall forthwith register in the proper land registry office a certificate that such requirements have been satisfied, which shall operate as a discharge of the order.

46. Property Standards Committee

- (1) A property standards *committee* shall be established and composed of not fewer than three members appointed by *Council*.
- (2) Three members of council, or employees of the municipality or local board thereof, shall constitute and thereby be appointed as members of the *property* standards *committee*.
- (3) The term of office for members shall be the term of *Council* (four years).
- (4) The members of the *committee* shall elect one of themselves as chair, and when the chair is absent through illness or otherwise, the *committee* may appoint another member as acting chair.
- (5) A majority of the members of the *committee* constitutes a quorum for transacting the *committee*'s business.
- (6) The members of the *committee* shall make provisions for a secretary for the *committee*.
- (7) The secretary shall keep on file the records of all official business of the *committee*, including records of all applications and minutes of all decisions respecting those applications.
- (8) The *committee* may, subject to subsection 15.6(8) of the *Building Code Act*, 1992, adopt its own rules of procedure and any member may administer oats.

(9) The *committee* shall give notice or direct that notice be given of the hearing of an appeal to such *persons* as the *committee* considers advisable.

47. Appeals

- (1) An *owner* or *occupant* who has been served with an order may appeal the order and who is not satisfied with the terms or conditions of the order may appeal to the *committee* by sending a notice of appeal, including the grounds for an appeal and the applicable fee set out in Schedule "A" by registered mail to the secretary of the *committee* within fourteen (14) days after being served with the order.
- (2) An order that is not appealed within the prescribed time shall be deemed to be confirmed.
- (3) The *committee* shall hear appeals pursuant to section 15.3 of the *Building Code*Act.

48. Hearing

- (1) The secretary of the *committee*, in receipt of the notice of appeal, shall
 - a) Determine the date, place and time of the hearing of the appeal which shall take place not less than seven (7) days and not more then thirty (30) days from the date of receipt of the aforesaid notice;
 - b) Give notice in writing, via registered mail, of the date, place and time of the hearing referred to in Section 47(1)(a) to:
 - i. The appellant;
 - ii. Any other interested *person*s who the *committee* consider should receive notice.
- (2) The *committee* shall hold the hearing referred to in section 47(1) at the date, place and time set out in the notice.
- (3) The *committee* may adopt its own rules and procedures.
- (4) The applicant may appear with or without counsel at the hearing to present the appeal.
- (5) The *Township* may be represented at the hearing by its counsel who is entitled to reply to the appeal presented on behalf of the applicant.

49. Failure to Comply with an Order

- (1) If an order is not complied with in accordance with the order as deemed confirmed or as confirmed or modified by the *committee* or a judge of the Superior Court of Justice, the *Township* may cause the *property* to be *repaired*, cleaned, cleared up or demolished. As the case may be.
- (2) For the purposes of section 49(1) of this by-law, employees or agents of the *Township* may enter the *property* at any reasonable time, without a warrant, in order to *repair*, clean, clear or demolish the *property*.
- (3) The *Township* or a *person* acting on its behalf is not liable to compensate the *owner*, *occupant*, or any other *person* by reason of anything done by or on behalf of the *Township* in the reasonable exercise of its powers under section 49(1) of this by-law.
- (4) The *Township* shall have a lien on the land for the amount spent on the *repair*, cleaning, clearing or demolition under section 49(1) of this by-law and the amount shall have priority lien status as described in S.1 of the Municipal Act, 2001.

50. Emergency Provisions

(1) If upon inspection of a *property*, the *Officer* is satisfied there is nonconformity with the standards prescribed in this by-law to such extent so as to pose an immediate danger to the health or safety of any *person*, the *officer* may make an order in accordance with section 15.7 of the *Building Code Act* containing particulars of the non-conformity and requiring remedial *repairs* or the work to be carried out immediately to terminate the danger.

51. Certificate of Compliance

- (1) An *officer* who inspects a *property* and is of the opinion that the *property* is in compliance with the standards established by this By-law may issue a *certificate* of *compliance* to the *owner*.
- Where an *owner* requests a *certificate of compliance* and where, having inspected the *property*, an *officer* is of the opinion that the *property* is in compliance with the standards established by this By-law, the *officer* shall issue a certificate to the *owner*, upon payment of the required fee.

PART 13 OFFENCES AND PENALTIES

52. Offences and Penalties

- (1) A *person* who fails to comply with an order, direction or other requirement made under the Act and this By-law is guilty of an offence.
- (2) A *person* who fails to comply with an order made under this By-law is guilty of an offence, and on conviction, in addition to the penalties set out in subsections 52(3) and 52(4), is liable to a fine of not more than \$10,000 per day for every day the offence continues after the time given for complying with the order has expired.
- (3) Every *person* who is convicted of an offence is liable to a fine of not more than \$50,000, for a first offence and to a fine of not more than \$100,000 for a subsequent offence.
- (4) Every *corporation* who is convicted of an offence is liable to a fine of not more than \$500,000 for the first offence and to a fine of not more than \$1,500,000 for a subsequent offence.
- (5) An offence is a subsequent offence if there has been a previous conviction under the *Building Code Act*.

PART 14 GENERAL

53. Validity

- (1) Where a provision of this By-law conflicts with the provisions of another by-law that is in force in the municipality or provincial or federal legislation, the provisions that establish the higher standards to protect the health, safety, and welfare of the general public prevails.
- (2) It is declared that if any section, subsection or part or parts thereof be declared by any court of law to be bad, illegal, or ultra vires, such section, subsection, part or parts shall be deemed severable, and all parts hereof are declared to be separate and independent and enacted as such and shall remain in effect until repealed.
- (3) This by-law shall come into force and take effect upon its passing.
- (4) That By-law 09-13, being a bylaw prescribing Property Standards for the *Township* of South Glengarry is hereby repealed in its entirety.

54. Transitional Rules

(1) After the date of passing of this by-law, By-law No. 09-13, as amended, shall apply only to those properties in which a notice or order to comply has been issued prior to the date of passing of this by-law, and then only to such properties, until such time as the work required by such order has been completed or any enforcement proceedings with respect to such order has been completed, including any demolition, clearance, or repair carried out by the Township shall have been concluded.
READ A FIRST AND SECOND TIME IN OPEN COUNCIL ON JUNE 17, 2024
READ A THIRD AND FINAL TIME, PASSED SIGNED AND SEALED IN OPEN COUNCIL THIS __ DAY OF _____, 2024.

CLERK

MAYOR

Schedule 'A'
Corporation of the Township of South Glengarry
By-law No. 2024: Property Standards By-law
Service Use and Activity Charges

Item	Service or Activity fee	Fee
1.	Issuing a Property Standards Order	\$50.00
2.	Subsequent Orders	\$350.00
3.	Appeal Property Standards Order	\$150.00
4.	Attend hearing of the Property Standards Committee	\$150.00
5.	Officer Attendance on site during clean-up and/or remedial work (Minimum 2 Hours)	\$75.00/hr.
6.	Registering an Order on Title (Fee plus Legal Fees)	\$250.00
7.	Discharging and Order on Title (Fee plus Legal Fees)	\$250.00
8.	Title Search	\$40.00 + Legal fees
9.	Certificate of Compliance	\$50.00
10.	Re-Inspection Fee (Per Inspection)	\$75.00
11.	Administration Fee – Cost of work + Administration Fee	30 % to a max \$1000.00



<u>STAFF REPORT</u> <u>S.R. No. 2024-073</u>

PREPARED BY: Dave Robertson, Acting CAO

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: June 17th, 2024

SUBJECT: Appointment of Acting Clerk

BACKGROUND:

1. Pursuant to section 228(1) of the *Municipal Act*, a municipality may appoint 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 Kimberley Casselman as acting 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 2024-073 be received and that By-law 2024-41, being a by-law to appoint Kimberley Casselman as acting clerk for the Township of South Glengarry be read a first, second and third time, passed, signed and sealed in open council this 17th day of June 2024.

Recommended to Council for Consideration by: Acting CAO Dave Robertson

THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY
BY-LAW 2024-41
FOR THE YEAR 2024

BEING A BY-LAW TO APPOINT AN ACTING CLERK PURSUANT TO SECTIONS 228 (1) OF THE MUNICIPAL ACT, 2001

WHEREAS the *Municipal Act, 2001*, S.O. 2001, c. 25, Section 228(1) provides that a municipality shall appoint a Clerk;

AND WHEREAS the Council of the Township of South Glengarry deems it advisable to appoint the following individual by by-law.

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

- **1. THAT** Kimberley Casselman is hereby appointed as Acting Clerk of the Corporation of the Township of South Glengarry, effective June 17, 2024.
- **2. THAT** this by-law will come into force and effect upon third and final reading.

READ A FIRST, SECOND AND THIRD TIME, PASSED, SIGNED AND SEALED IN OPEN COUNCIL THIS 17th DAY OF JUNE, 2024.

MAYOR: CLERK:

INFORMATION REPORT

REPORT TO: Council of the Township of South Glengarry

MEETING DATE: June 17, 2024

SOUTH W

Intario's Celtic Heartlan

SUBJECT: Junior B – Glengarry Brigade Update

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

and Culture

The Char-Lan Rebels, part of the Eastern Ontario Junior Hockey League (EOJHL), has amalgamated with the Alexandria Glens. After both franchises being in the league for over 50 years, they have formed to create the Glengarry Brigade. This amalgamation will create some changes to their home ice facilities, including the Char-Lan Recreation Centre. Administration has been working with North Glengarry through this process as they will be experiencing similar changes at their facility.

The prominent change being the ice schedule, administration has been working with the representatives of the newly formed Glengarry Brigade to understand what this means for their rentals moving forward. The official EOJHL schedule is not set to be released until July, however, the following draft schedule has been communicated to administration.

- Tuesday practices 2 hour time slot. This remains the same as previous years.
- Saturday games 3 hour time slot. Half of the regular season games will be hosted at the Char-Lan Recreation Centre, resulting in 11 Saturday games. Additionally, Junior B plans to reserve 3 additional Saturdays for special events. Junior B will be reserving 14 Saturdays, as opposed to previous years of 22 Saturdays.

Administration has been approached by other user groups that have shown an interest in reserving the open ice. With the time slots not being a regular consistent schedule, it may pose more challenges to secure rentals, however, administration will be working towards filling the time slots once a final EOJHL game schedule has been released.

The Glengarry Brigade has a new logo, therefore Junior B and minor hockey will no longer have the same 'Rebels' logo. Administration has been working with both organizations to determine the best way to move forward with signage throughout the facility.

- The centre ice logos will be adjusted to include a new Rebels logo, the Glengarry Brigade logo and the existing Skating Club logo.
- Administration has also been working with the three organizations to create themed dressing rooms. Dressing rooms 4, 5, and 6 have been painted with a new colour scheme and each room will be completed with signage that represents one organization per room.

Administration plans to continue the Tartan Hall bar operations during Junior B games, this will be the same operations as previous years with 100% of profits going towards Junior B minus the staff time allocated to prepare the facility and complete financial reporting.

A report has been included in the June 17, 2024 Council meeting agenda that addresses the sponsorship agreements.

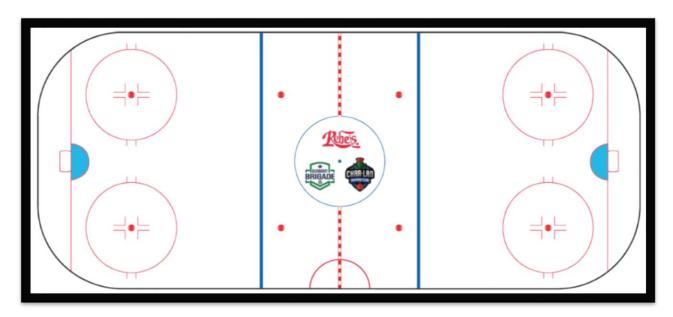


Figure 1: New centre ice format to include logos for Char-Lan Rebels Minor Hockey, Char-Lan Skating Club, and the Glengarry Brigade Junior B. Note: this image does not include the various in ice advertisements.

INFORMATION REPORT

REPORT TO: Council of the Township of South Glengarry

MEETING DATE: June 17, 2024

Ontario's Celtic Heartland

SUBJECT: Special Meeting Requirement – Asset

Management Plan

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

Administration had previously provided timelines for adoption of the Asset Management Plan update that included non-core updates. That timeline indicated that Council would have the AMP in hand for adoption at this meeting on June 17, 2024.

As of the date of writing this report (June 10, 2024), Administration is in the process of finalizing the current replacement values for two of the non-core asset categories. The finalized AMP document will not be available with enough time for review prior to the June 17, 2024 meeting.

Administration is providing notice that, in accordance with the <u>Procedural By-law 33-2022</u> and if the Mayor acquiesces, a Special Meeting of Council will be required in advance of July 1, 2024 for the purpose of reviewing and adopting the AMP Report. Infrastructure Services can be very flexible in the scheduling of the meeting.

A summary of some of the anticipated changes to the AMP was provided on May 21, 2024.

INFORMATION REPORT

REPORT TO: Council of the Township of South Glengarry

MEETING DATE: June 17, 2024

SUBJECT: Summary of 2024 Large Item Pickup Week

PREPARED BY: Belinda Dixon, Infrastructure Coordinator

1. The Township's annual large item pickup week took place the week of May 20th, 2024. Large items are not part of the items regularly collected at the roadside. Residents were requested to only place large items curbside and are advised to respect the two-bag limit. Any additional bags require a bag tag as there is no exemption for additional bags during the bulky item pickup week.

- The Solid Waste Management Level of Service has been largely unchanged during the past 10-years, which includes the continued annual large item pickup week.
- 3. This collection cost of large item pickup is \$17,612.00, plus HST, fuel surcharges, and advertising.
- 4. The Township encourages residents to dispose of unwanted items in an environmentally responsible manner or to consider reuse/recycle options for items before placing curbside to be destined for the landfill.
- 5. The collection includes the removal of many **large** or **bulky** items, but does not include:
 - a. Recyclable items

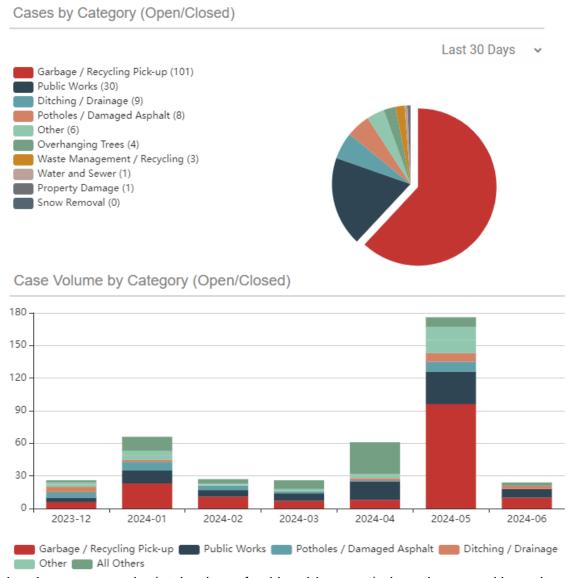
SOUTH V

GLENGARRY

Ontario's Celtic Heartlas

- b. Electronic Waste
- c. Household Hazardous Waste
- d. Construction materials, such as concrete, asphalt, dirt, rocks, sod, etc.
- e. Automobile-related items, like motor oil, auto parts, engines, tires, etc.
- f. Other items which are listed on the Township website.
- 6. South Glengarry is the only municipality in the region that offers a free, curbside, large item pickup week. Residents, non-residents, and other municipalities are known (and in some instances encouraged by South Glengarry residents) to bring their large and bulky items to South Glengarry for FREE collection at our residents' expense and at the expense of our landfills.
- 7. Operations staff estimated, visually, that there were enough mattresses collected during large item pickup week to fill up to TWO shipping containers. Mattresses are recyclable and / or shredable. The addition of this many mattresses to our landfills is unfortunate both from an operations perspective (awful for the compactor) and a landfill capacity perspective.

- 8. Operations staff estimate that the landfill received over six (6) times the amount of garbage during heavy pickup week compared to a normal two-bag limit week.
- 9. While large item pickup week runs smoothly for the majority of residents, there are residents who are dissatisfied and frustrated due to items being left behind.
- 10. During the pickup week a few unexpected delays occurred due to the waste contractor trucks experiencing mechanical issues and the high heat temperatures that took place during the week.
- 11. Our waste contractor, HGC, worked hard all week and well into the weekend to complete the annual bulky item collection along with regular garbage and recycling pickup.
- 12. Administration and HGC received higher than normal calls, emails and online missed pick up reports. 101 online reports were received with complaints of material left behind.



13. It has been two weeks (at the time of writing this report) since the annual large item pick up week took place and residents continue to call regarding items left behind. Page 79 of 107

- 14. Administration has advised, and will continue to advise, residents that large item pick up week has ended, and no further pick ups will be completed. If items were left behind our waste contractor advised it was due to items being deemed as a not accepted items or material was not out on time.
- 15. **Photo Example**: Non accepted items, additional bags placed at the curb with no tags and recycle bags with non recyclable materials that were left behind during large item pickup week.



16. Photo Example: Mix of accepted and not accepted items placed curbside.





18. **Photo Example**: Angry residents have "anonymously" dropped the items that weren't collected curbside at the Township office. This is unfortunately expected during times of garbage and recycling unease.

The Township encourages residents who had material left behind to make use of their two FREE dump days to dispose of the materials.



Tel: 613-938-3611 Fax: 613-938-3221 www.rrca.on.ca

MEMORANDUM

To: Township of South Glengarry Council, CAO, and Clerk

From: Lisa Van De Ligt, Team Lead, Communications and Stewardship

Date: May 21, 2024

RRCA Board of Directors meeting highlights (May 16, 2024) Subject:

The Raisin Region Conservation Authority (RRCA) Board of Directors consists of eight representatives from the RRCA's five member municipalities: City of Cornwall and Townships of North Glengarry, South Glengarry, South Stormont, and North Stormont.

Following every Board meeting, councils, CAOs and clerks of the RRCA's five member municipalities are sent meeting highlights and the date of the next meeting. The RRCA Board meets monthly (except for July, August, and December, unless a special meeting is called).

May 16, 2024 RRCA Board of Directors Meeting Highlights:

- Approved minutes from the April 18, 2024 meeting can be found at http://www.rrca.on.ca/governance.
- Board received an update on the Conservation Authorities Act and associated regulatory changes. RRCA staff have been collaborating with other eastern Ontario conservation authorities to prepare an updated regulation policies manual and regulations mapping to ensure compliance with the new regulations. Meetings will be scheduled with municipalities over the next few months to discuss and review the updated policies and regulations.
- Board approved updated flood hazard mapping and regulation limit for the Eastman Drain in the Township of South Stormont and City of Cornwall.
- Board approved the submission of six funding applications to support conservation area enhancements (invasive species management and forest restoration), Drinking Water Source Protection Program outreach, and St. Lawrence River at Cornwall/Akwesasne Remedial Action Plan initiatives.

Next RRCA Board meeting date: June 20, 2024

Dear Mayor, Council, City and First Nations,

Roundup is poison. It's active ingredient is glyphosate. It's been called the 'DDT of this century', and it is. Vancouver, Quebec and Montreal have banned the use of glyphosate. Glyphosate and other toxic chemicals need to be banned here, as well as in every other city and province across Canada.

The regulatory agencies still allow the use of glyphosate and other toxic chemicals (see regulatory capture below). They do not have the right to pollute our environment and our food with these chemicals, poisoning us, bees, our children, our pets and wild animals. They don't have the right to destroy biology and take that away from future generations. Where, when and with who does this begin? It is time for independent thought and action. Please review what I have sent to you. This information has been sent to schools, newspapers and other municipalities across Canada.

Sandy Boates

Vernon, BC

sandyboates@shaw.ca

Toxic Free Okanagan

The right to clean air, water, soil and food.

Roundup and glyphosate in fields and on our plate.

The need to find natural alternatives for everything we do.

Canada should be 'all organic'. Chemical agriculture kills the life in the soil... it makes dead soil... can't grow food... the right to food security.

Healthy soil is a carbon sink.

Please share this information with nearby towns and cities.

More information of this is posted on my facebook page, Vernon, BC.

Letter to the editor

ROUNDUP IS POISON

(Rounding up the Roundup)

The active ingredient in Roundup is glyphosate. It's been called the 'DDT of this century', and it is. Vancouver, Quebec and Montreal have banned the use of glyphosate as well as other cities and countries around the world. This includes Mexico, Germany and France. And to note, Bayer of Germany, was the company that bought out Monsanto, the owner of Roundup.

Glyphosate could have been 'safe' if it weren't for it's off target effects, as like our medicine usually has side effects. It's mechanism of action is to shut down the shikimate pathway in plants which makes some of the essential amino acids, the building blocks of protein. Without these amino acids to make proteins, the plant dies. Human cells do not contain the shikimate pathway, hence 'safe' for humans. This pathway only exists in plants, and in fungi and bacteria that live in the soil and in our intestinal tract. The fungi, bacteria and other microbes in the soil make nutrients available to plant roots, which makes them strong, healthy and nutrient dense, to resist pests and disease naturally. The beneficial microbes in our gut do the same for us and determines human health. Glyphosate, being an antibiotic, as stated on the original patent, is antimicrobial, which means that it kills the beneficial microbes in the soil and in our gut.

Farmers use glyphosate as a weed killer, and a drying agent for grains and beans just before harvest. Then there are GMO seeds and produce, that are designed to survive the direct spray of this toxic chemical. Glyphosate can be absorbed through the leaves of these plants, so it can't be washed off. We are all consuming residues of glyphosate in our food. It seems to be in almost everything, wine, honey, boxed cereal, tampons and cotton sheets. GMO produce is in our grocery stores un-labelled.

Glyphosate causes organ damage in livestock, kidney disease in agricultural workers, disrupts hormones and reproduction, has neurological impacts on children, and causes cancer. It is able to break open the tight junctions in our gut membrane as well as other membranes, such as the kidney tubules, blood vessels and the blood brain barrier. In the intestinal tract, some of the contents there are able to seep through the gut barrier and into the blood stream. Each time this happens, the immune system gets turned on which causes chronic inflammation, of said to be the root cause of disease. Glyphosate harms bees, butterflies, deer and other wildlife. Currently there are class action lawsuits in Canada and the United States against Bayer, for the toxic effects of glyphosate by home gardeners, farmworkers and landscapers. It would be best to contact the head office of your grocery store to label GMO produce and to email the city, mayor and council to ban the use of Roundup. We all need to find natural alternatives for everything we do. Canada should be 'all organic'. Healthy soil is a carbon sink.

San	dy Boates
Ver	non, BC
san	dyboates@shaw.ca
1.	CITIES THAT HAVE BANNED GLYPHOSATE:

-Vancouver banned private and public use of glyphosate, except for invasive weeds

-Quebec has banned the use of glyphosate in forest management, is attempting to prohibit it's use

altogether, while the city of Vancouver, British Columbia has enacted a total ban in public parks and outdoor gardens.

-The sale of weed killers containing glyphosate like Roundup has been banned in Montreal since Jan. 1, 2022, but a Radio-Canada investigation found Roundup still on the shelves at seven Rona outlets.Mar 21, 2022

-Laval bans weed killer found in Roundup, Apr 14, 2021 — A suburb north of Montreal has banned the use of glyphosate, the active ingredient in weed killer Roundup.

.....

2. Where is Glyphosate Banned?

https://www.wisnerbaum.com/toxic-tort-law/monsanto-roundup-lawsuit/where-is-glyphosate-banned-/#:~:text=In%20December%20of%2020

This site lists the countries that have banned or are working towards a ban on glyphosate, or have restricted the use of it

- -Australia is using steam technology for weed control
- -Czech Republic has banned glyphosate as a weed killer and drying agent
- -Denmark banned glyphosate on crops to avoid residues on foods
- -El Salvador, glyphosate is linked to deadly kidney disease
- -Italy banned glyphosate as a preharvest treatment
- -Luxembourg 100% ban on glyphosate
- -Mexico is phasing out glyphosate by 2024
- -in December of 2019, France's ANCES agency decided that 36 glyphosate-based products will be withdrawn from the market and no longer be permitted for use by the end of 2020
- -Germany's cabinet passed legislation in February of 2021 to ban glyphosate by 2024.
- -The president of the Portuguese Medical Association has called for a worldwide ban of glyphosate (cities zero pesticide policy)

3. Do Canadian Oats Contain Roundup? - Top Class Actions

https://topclassactions.com/canada/roundup/do-canadian-oats-contain-roundup/#:~:text=Canadian%2 0oats%20and%20other%20cereal

Are Canadian oats sprayed with glyphosate?

Why is Glyphosate in Canadian Oats at All? Glyphosate is the most commonly used herbicide among Canadian farmers. While it is primarily deployed for weed control, glyphosate is also used to dry grain and bean crops prior to harvest.Jan 30, 2020

- -in Canada farmers use the herbicide glyphosate for weed control and to dry grains and bean crops prior to harvest, barley, wheat, kamut, spelt, legumes (chick peas, lentils, peas), soybeans (glyphosate residue)
- -toxicologist Alexis Temkin comments on glyphosate contamination, 'Glyphosate should not be in any foods at all, particularly those fed to children'
- -documents, 2017, Monsanto colluded with the EPA to conceal evidence of glyphosate carcinogenicity, Monsanto's own research on glyphosate safety
- -A number of lawsuits filed across Canada by cancer victims claiming their disease was caused by glyphosate exposure. Cases are currently pending in Quebec, Ontario, Manitoba, Alberta and British Columbia. As of November, at least 360 Canadians had filed suits against Bayer. A Toronto law firm has also filed a \$500 million class action on behalf of 60 plaintiffs. Lawsuits for farm workers, landscapers, home gardeners with diagnosis of Non-Hodgkin's Lymphoma, Leukemia, Multiple Myeloma, B-Cell Lymphoma, Bone Cancer, Renal Cell Carcinoma (kidney cancer), Skin Tumors, Pancreatic Islet Cell Tumors, Chromosomal Damage, DNA Damage

4.	Canadian	Association	of Physicians	for the	Environment	(cape.ca)
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'Let's Protect Alberta Kids from Toxic Pesticides - CAPE'

Canadian Association of Physicians for the Environment

https://cape.ca > lets-protect-alberta-kids-from-toxic-p...

Mar 19, 2019 — Children in Alberta are among the unluckiest in Canada when it comes to exposure to pesticides. CAPE doctors are speaking out to help protect ...

https://cape.ca/lets-protect-alberta-kids-from-toxic-pesticides/

-ban pesticides on lawns, gardens, green spaces, sport feilds

-2,4-D, mecoprop, dicamba, glyphosate			
-neurological impacts on children, different types of cancer in adults			
-enact a by law prohibiting the use of toxic pesticides			
5. Mom's Across America 'GMO's and Glyphosate or a Bankrupt America'			
https://www.momsacrossamerica.com/gmos_and_glyphosate_or_a_bankrupt_america			
-80% of our food contains GMO's which is repeatedly sprayed with Roundup as they grow			
-non GMO crops, wheat, sugar, quinoa, dry peas and beans are sprayed with glyphosate as a drying agent (desiccant) during harvest			
-increase use of glyphosate and GMO'S since the late 1990's			
-glyphosate was originally patented as an antibiotic, it is anti-microbial			
-glyphosate damages the beneficial gut bacteria which impairs the ability to produce tryptophan and insulin (tryptophan produces serotonin)			
-glyphosate, organ damage and cancer in humans			
-GMO's cause organ damage in animal studies without added pesticides or herbicides			
-solution: label GMO foods, government to ban the use of glyphosate and Roundup, stores to stop selling glyphosate products			
6. Petition to Ban Glyphosate			
https://petitions.ourcommons.ca/en/Petition/Details?Petition=e-4127			
Does Canada still use glyphosate?			
Sep 15, 2022, It's time to ban glyphosate: a call to action to Canadians and residents			
foecanada.org (Friends of the Earth)			
Glyphosate is Canada's most widely sold pesticide – used in agriculture as an herbicide and to kill crops			

for harvest, in forestry to kill unwanted target trees and vegetation, and as an herbicide on

rights-of-way, commercial and residential grounds, golf courses, schools and other landscapes. Sep 15, 2022

Preview of the Petition to Ban Glyphosate - help build a glyphosate-free future in Canada

E-petition to Minister of Health

Whereas:

Glyphosate is Canada's most widely sold pesticide – used in agriculture as an herbicide and to kill crops for harvest, in forestry to kill unwanted target trees and vegetation, and as an herbicide on rights-of-way, commercial and residential grounds, golf courses, schools and other landscapes.

The result is residents of Canada, including infants and children, consume glyphosate residues in their food and water and are exposed to it while outdoors for recreation, occupational activities, hunting and harvesting.

The use of glyphosate harms aquatic and terrestrial species and causes loss of biodiversity thereby making ecosystems more vulnerable to pollution and climate change. It endangers pollinators including wild bees and monarch butterflies and exacerbates wildfires since conifer-only forests burn faster and hotter than mixed forests.

In 2015, the World Health Organization's International Agency for Research on Cancer classified glyphosate as "probably carcinogenic to humans".

Glyphosate has been found to cause injuries to human health including harming cellular function and causing reproductive effects, hormone disruption, microbiome disruption and cancer.

The Pest Control Products Act is referred to Parliament for review and Health Canada is conducting a transformation of the Pest Management Regulatory Agency.

We, the undersigned residents of Canada, call upon the Minister of Health to:

Ban the sale and use of glyphosate to protect human health and the environment; and

Develop a comprehensive plan to reduce overall pesticide use in Canada.

Glyphosate is unavoidable, brought to you by Monsanto (owned by Bayer) and friends.

Whether you want it or not, glyphosate is in your water, in much of the food you eat, in the soils growing that food, in forests, rivers and streams, and in wildlife.

The science is clear to us that glyphosate is harming our health and the environment, but pesticide regulators are still "monitoring" the science and refusing to take action.

Petition groups, Ontario:

Safe Food Matters
Friends of the Earth
Prevent Cancer Now
You can still watch for free "Into the Weeds", on CBC's Passionate Eye.
It follows Dewayne "Lee" Johnson, a former groundskeeper who takes on Bayer, a multinational agrochemical corporation after diagnosis of a terminal cancer linked to his exposure to Roundup.
7. Wisner Baum, Law Monsanto Roundup Lawsuit
Where is Glyphosate Banned? ***Updated May 2023
https://www.wisnerbaum.com/toxic-tort-law/monsanto-roundup-lawsuit/where-is-glyphosate-banned

Vancouver has banned private and public use of glyphosate, aside from the treatment of invasive

Germany: Germany's cabinet passed legislation in February of 2021 to ban glyphosate by 2024. German farmers will need to reduce the use of glyphosate until the ban takes effect in 2024. Certain retail stores in Germany have already pulled glyphosate-based herbicides like Roundup from shelves.

Luxembourg: The country will become the first in the EU to completely ban all products containing glyphosate.

Mexico: In June of 2020, Mexico's Environment Ministry announced that the country will phase out glyphosate by 2024, citing human health and environmental concerns. In April of 2021, a judge ruled in Bayer's favor in a court challenge of the government's glyphosate ban proposal. Bayer's win was temporary because in October of 2021, Mexico's Supreme Court denied four appeals of the proposed ban from major agrichemical corporations. The ruling affirmed the country's glyphosate ban.

Bahrain: According to Oman's Ministry of Agriculture, Bahrain and five other countries in the Gulf Cooperation Council (GCC) have banned glyphosate.

Netherlands: Banned all non-commercial use of glyphosate.

/#:~:text=Portugal%3A%20Prohibits%2

weeds.

Oman: Eng Saleh al Abri, director general of agricultural development in Oman's Ministry of Agriculture and Fisheries (MoAF), told a reporter that glyphosate "hasn't been available in Oman since 2016." Eng Abri added, "This active ingredient has been banned throughout the GCC (Gulf Cooperation Council)

since last year." In addition to Oman, the GCC includes Saudi Arabia, Qatar, Kuwait, Bahrain, and the United Arab Emirates (UAE).

Portugal: Prohibits the use of glyphosate in all public spaces. The president of the Portuguese Medical Association has also called for a worldwide ban of glyphosate.

Qatar: According to Oman's Ministry of Agriculture, Qatar and five other countries in the Gulf Cooperation Council (GCC) have banned glyphosate.

Saudi Arabia: Issued a glyphosate ban along with five other countries in the Gulf Cooperation Council (GCC).

Scotland: Aberdeen cut back its use of herbicides and Edinburgh's City Council voted to phase out glyphosate. In November of 2017, five of Scotland's six EU parliamentarians voted in favor of a motion that would phase out glyphosate by 2022.

Spain: According to Kistiñe Garcia of the Spanish NGO, Ecologistas en Acción, Barcelona, Madrid, Zaragoza and the region of Extremuda have decided to ban glyphosate. The regions of La Rioja (major Spanish wine region) and Aragon have also approved motions against endocrine-disrupting chemicals, which includes glyphosate.

United Arab Emirates: Issued a glyphosate ban along with five other countries in the Gulf Cooperation Council.

8.	ScienceDirect Review: Feed residues of glyphosate, livestock

https://www.sciencedirect.com/science/article/pii/S1751731120300264

https://www.sciencedirect.com > science > article > pii

Glyphosate is the active ingredient in a wide range of herbicides used for weed control, including weed control in genetically modified, glyphosate-insensitive crops. In addition, glyphosate herbicides are used for pre-harvest desiccation of glyphosate-sensitive crops. Together, the use of glyphosate leads to residues in livestock feed. In addition to its herbicidal property, glyphosate has documented antimicrobial and mineral-chelating properties.

whether dietary glyphosate residues may affect livestock gut microbiota and/or mineral status potentially with derived unfavourable effects on animal health and productivity.

9. Oregon State University: What are the symptoms of glyphosate poisoning in cattle? Signs of Toxicity - Animals

http://npic.orst.edu/factsheets/archive/glyphotech.html #: ``:text=Signs%20of%20 Toxicity%20-%20 Animals, hypersalivation

Glyphosate Technical Fact Sheet

Animals exposed to formulated glyphosate herbicides have displayed anorexia, lethargy, hypersalivation, vomiting, and diarrhea.

Target Organisms

In plants, glyphosate disrupts the shikimic acid pathway through inhibition of the enzyme 5-enolpyruvylshikimate-3-phosphate (EPSP) synthase. The resulting deficiency in EPSP production leads to reductions in aromatic amino acids that are vital for protein synthesis and plant growth.1,4

Glyphosate is absorbed across the leaves and stems of plants and is translocated throughout the plant.1,3 It concentrates in the meristem tissue.10

Plants exposed to glyphosate display stunted growth, loss of green coloration, leaf wrinkling or malformation, and tissue death. Death of the plant may take from 4 to 20 days to occur.4,10

The sodium salt of glyphosate can act as a plant growth regulator and accelerate ripening of specific crops.

10. SAFE FOOD MATTERS GOES BACK TO COURT JUNE 13 WITH HEALTH CANADA ON GLYPHOSATE

https://safefoodmatters.org/tag/glyphosate/

https://safe food matters.org/2023/06/08/safe-food-matters-goes-back-to-court-with-health-canada-on-glyphosate/

So what's going on? (copied from the site)

THEORY OF REGULATORY CAPTURE

Canadian scholars have recently written on the phenomenon of "regulatory capture". The article, published in Toxics, makes the case that PMRA's evaluation of glyphosate was deficient, as a result of the "scientific and regulatory captures of relevant Canadian agencies by the pesticide industry". The effect of the capture is PMRA "promotes commercial interests over the imperatives of public health and environmental protection".

The authors point out three strategies used in regulatory capture:

Corporate shaping of the scientific narrative;

Hiding the risks of a product; and

Creating a long-lasting and close "intimate" relationship with regulatory agencies.

All three of these strategies are present in PMRA's evaluation of glyphosate and its treatment of our objections.

The "Monsanto Papers" formed part of the glyphosate evaluation by PMRA. PMRA itself admits in its glyphosate final decision that it prefers industry studies over published scientific literature.

The PMRA did not examine the risks of the product, Roundup, but only the "active ingredient" glyphosate, which allowed PMRA to ignore all sorts of science showing the entire product is more dangerous than glyphosate itself.

Third, there is a close and intimate relationship between PMRA and industry.

We will bring evidence of this close relationship on June 13. Canada's lobby registry shows extensive contacts between senior PMRA staff and Bayer/Monsanto, as well as their agent CropLife. CropLife annual reports describe in detail their efforts to influence PMRA. LinkedIn profiles show that a significant number of Croplife senior employees were previously employed by Health Canada, CFIA, Agriculture and Agri-Food Canada, among other federal government positions.

11. Alternatives to Pesticides, City of Chilliwack, BC

www.chilliwack.com/pesticidefree

Port Moody, BC: has banned the use of all pesticides on public and private lands since 2003.

Mission, BC: does not use glyphosate in the management of their parks or municipal forest, which constitutes about 50% of the City's area.

Coldstream, BC: does not use Roundup in their weed control program.

Invermere, BC: banned Roundup several years ago.

White Rock, BC: We have a bylaw in place and on our website and the use of glyphosate (RoundUp) is not permitted for cosmetic purposes.

https://www.whiterockcity.ca/202/Cosmetic-Pesticide-Use-Bylaw

Burnaby, B.C.: Apr 8, 2009 — Cosmetic pesticide use in the City of Burnaby, B.C. has officially been banned and is now officially pesticide-free.

Kaslo, BC: does not use Roundup.

Invermere, BC: The District of Invermere has Bylaw No. 1364, 2008 that states... "No person shall use or apply a Pesticide or grant the permission or authority, express or implied, to use or apply a pesticide for the purpose of maintaining outdoor trees, shrubs, flowers, other ornamental plants and turf on, in, under or upon any Private Land or Public Land."

Birchy Head, NL: banned the use of pesticides many years ago.

Richmond Hill, Ontario: re: the environmental impacts of glyphosate. In Ontario, the Pesticides Act bans the use of certain chemicals, including glyphosates, for cosmetic purposes: https://www.ontario.ca/page/pesticides-home-lawns-and-gardens.

The City of Richmond Hill and its community are committed to environmental protection. The City encourages residents to create healthy yards that use natural controls instead of chemicals, like pesticides, that can negatively impact our soil, water, plants – and our selves.

12. Glyphosate Technical Fact Sheet

Oregon State University

http://npic.orst.edu/factsheets/archive/glyphotech.html#:~:text=Glyphosate%20is%20absorbed%20across%20the,is%20t

Glyphosate is absorbed across the leaves and stems of plants and is translocated throughout the plant. It concentrates in the meristem tissue. Plants exposed to glyphosate display stunted growth, loss of green coloration, leaf wrinkling or malformation, and tissue death.

13. Using Glyphosate - Department for Environment and Water

Department for Environment and Water

https://cdn.environment.sa.gov.au > docs > resp...PD

https://cdn.environment.sa.gov.au/landscape/docs/hf/responsible-chemical-use-using-glyphosate-fact.pdf

Does glyphosate spray go through roots or leaves?

Glyphosate is absorbed through plant leaves. It is then carried by the sap stream into the plant roots, where it prevents them from absorbing nutrients from the soil – thereby killing the plant. Annual weeds, including grasses and most broad-leafed plants, are easily controlled using Glyphosate.

.....

14. google: youtube The Real Truth About Health,

The Glyphosate Effect: How The World's Most Common Herbicide Is Undermining Your Health And What You Can Do About It (lecture time 1:52:46)

Stephanie Seneff is a senior research scientist at the Computer Science and Artificial Intelligence Laboratory (CSAIL) and author of the book, Toxic Legacy (glyphosate, in our fields and on our plates, is poisoning everything, including us)



705-635-2272

TF 1.877.566.0005

F 705-635-2132

TOWNSHIP OF LAKE OF BAYS 1012 Dwight Beach Rd Dwight, ON P0A 1H0

May 14, 2024

Via email: minister.mah@ontario.ca

Minister of Municipal Affairs and Housing **Attention: Paul Calandra**777 Bay Street, 17th Floor
Toronto, ON M7A 2J3

Dear Mr. Calandra:

RE: Request for Royal Assent of Administrative Monetary Penalty System in the Ontario Building Code Act.

The Administrative Monetary Penalty System (AMPS) is an enforcement tool approved by the Provincial Government in August of 2009 and was originally used for parking offences to free up court time and cost.

A large number of municipalities have adopted an AMPS program and have applied AMPS to other Municipal enforcement by-laws as a replacement to the standard Part 1 Provincial Offences Act (POA) ticket system, as it provides the alleged offender with a flexible appeal system and the municipality the ability to apply unpaid penalties on to the property taxes. AMPS frees up valuable Provincial Offences Court time saving the province and the municipalities valuable resources and funds.

AMPS was written into the Building Code Act in December of 2017 however it has not received Royal Assent. AMPS has proven to be a valuable tool for education and enforcement of other Municipal by-laws. On behalf of the Council of the Corporation of the Township of Lake of Bays, we ask that AMPS receive Royal Assent. In doing so this would free up time for Building Officials to conduct their primary job (building inspections) instead of having to attend court normally a full day to hear an appeal to Part 1 ticket, at the same time providing the offender a more streamlined appeal system.

Sincerely,

Carrie Sykes, Dipl. M.A., CMO, AOMC, Director of Corporate Services/Clerk.

TG/lv

Copy to: MPP, Graydon Smith

Association of Ontario Municipalities

Association of Municipal Clerk and Treasurers of Ontario

All Area Municipalities



Holy Trinity Catholic Secondary School



18044 Tyotown Road, P.O. Box 248, Cornwall, Ontario K6H 5S7 Phone: 613-936-0319 Fax: 613-936-0663 https://holytrinityfalcons.cdsbeo.on.ca/



May 3, 2024

Township of South Glengarry 6 Oak Street Box 220 Lancaster, ON K0C 1N0

Dear To Whom It May Concern,

Thank you for your generous bursary donation to the 2024 Graduating Class of Holy Trinity Catholic Secondary School. We are blessed to have your support.

Through your donation, a graduating student will be able to accomplish their goals and continue working towards achieving their post-secondary endeavors.

You truly make the difference for our students, and we are extremely grateful!

Yours in Catholic Education,

Mycentyre

Nancy McIntyre Principal





May 2024

Your Worship and Members of Council,

I am writing to provide an update on the ongoing activity regarding Enbridge Gas' rate rebasing application and the Government's introduction of the Keeping Energy Costs Down Act.

Enbridge Gas raised numerous concerns with the Ontario Energy Board's (OEB) decision on Phase 1 of our rate rebasing application. We took action by appealing the decision in Divisional Court and filing a Motion to Review evidence with the OEB. Many municipalities and stakeholders across Ontario passed motions to support access to natural gas and continue to bring the issues that matter to your municipalities forward – your voices matter tremendously in this important conversation.

We commend the Government of Ontario for its definitive action in support of affordable energy and consumer choice with the introduction of Bill 165, the <u>Keeping Energy Costs Down Act.</u> The legislation reinforces the critical role of natural gas in keeping energy costs down for Ontarians and the importance of natural gas and its associated infrastructure in achieving Ontario's energy transition in a measured and practical way. The Standing Committee on the Interior considered Bill 165 in April 2024, where interested parties, including many municipal voices, delivered presentations and provided submissions. Bill 165 received royal assent on May 16, 2024.

This legislation is an important step to addressing energy affordability, resiliency, and reliability. However, there continues to be critical barriers that must be addressed to ensure the remainder of the OEB's decision does not have significant negative impacts on Ontario's growth plans. The reduction in capital continues to put at risk thousands of planned connections in 2024 and will significantly constrain our ability to invest in energy projects that contribute to addressing Ontario's economic development, competitiveness, and emissions reductions. It is imperative that strategic investments in the energy infrastructure are backed by a supportive regulatory environment that ensures the availability of capital to meet Ontario's growing demand for affordable, reliable, and resilient energy. To that end, the Government must send a clear signal in its Natural Gas Policy Statement that for capital investments in energy infrastructure, which are required to meet Government policy goals, the OEB shall ensure cost-recovery mechanisms that provide regulatory certainty for recovery of these capital investments.

In addition, on April 26, Enbridge Gas filed evidence for Phase 2 of our rate rebasing application. Our Phase 2 application was structured to provide our customers with what they have identified is most important to them: the continued safe and dependable delivery of natural gas at a reasonable cost while simultaneously taking measured steps to advance an orderly transition to a sustainable energy future for Ontario. This is an open and public process. Interested groups or individuals can find out more information on the OEB's website under case number EB-2024-0111.

We have shared information on the role of natural gas in Ontario and facts to correct the record on numerous claims being circulated by activists that are simply untrue. We encourage municipalities and stakeholders to become familiar with the facts before voting or making decisions. You can find information and resources on our website at Natural Gas Matters | Enbridge Gas and reach out with questions at any time.

As local leaders across the province, your voice on the future of Ontario's energy system matters. Access to affordable energy supports economic development, housing growth and energy reliability. We encourage you to continue to highlight the need for natural gas and its infrastructure for Ontario today and into the future.

As always, we welcome the opportunity to discuss any of these items with you. Please reach out to your municipal advisor or find us at municipalaffairs@enbridge.com.

With thanks,

H. Bredenholer - Prosad

Heidi Bredenholler-Prasad Vice President and Chief Customer Officer Enbridge Gas Inc. Office of the County Warden



9 INTERNATIONAL DRIVE PEMBROKE, ON, CANADA K8A 6W5 613-735-7288 FAX: 613-735-2081 www.countyofrenfrew.on.ca

January 31, 2024

The Honourable Doug Ford Premier of Ontario premier@ontario.ca

DELIVERED VIA EMAIL

RE: Rural and Small Urban Municipalities - Affordability of Water and Wastewater Systems

Dear Premier Ford,

Please be advised that at the Regular Council Meeting on January 31, 2024, The County of Renfrew passed the following resolution:

WHEREAS the Provincial Policy Statement (PPS) (Section 1.6.6.2) states that municipal sewage services and municipal water services are the preferred form of servicing for settlement areas to support protection of the environment and minimize potential risks to human health and safety and that intensification and redevelopment within these settlement areas should be promoted; and

WHEREAS the PPS (Section 2.2.1 (f)) states that planning authorities shall protect, improve, or restore the quality and quantity of water by implementing the necessary restrictions on development and site alternation to protect all drinking supplies and designated vulnerable areas, and protect, improve, or restore vulnerable surface and ground water, sensitive surface water features and sensitive groundwater features, and their hydrologic functions; and

WHEREAS the PPS (Sections 2.2.1(h) and (i)) states that there is consideration of environmental lake capacity as well as stormwater management practices; and

WHEREAS the Ministry of the Environment, Protection and Conservation (MECP) Procedural Guideline B-1-5 Policy 2 provision states that water quality which presently does not meet the Provincial Water Quality Objectives shall not be further degraded and all practical measures shall be undertaken to upgrade the water quality to the Objectives; and

WHEREAS in 2014 the Township of Whitewater Region authorized Jp2gConsultants Inc. to undertake a Municipal Class Environmental Assessment (EA) for the purpose of evaluating viable options to upgrade the 1979 Cobden Wastewater Treatment Plant. This plant did not meet guidelines for effluent flow into Muskrat Lake and Cobden Wetland being highly sensitive, at-capacity, inland lake, and Provincial Significant Wetland (PSW) and acknowledged as one of

the most eutrophic in the province. The plant had ongoing seasonal overflow events, and was operating at maximum capacity; and

WHEREAS in 2018 the Council of the Township of Whitewater Region approved the construction of a new parallel mechanical system that would meet all provincial environmental and regulatory requirements including accommodating future growth. Federal and provincial contributions only covered 50% of the final construction costs, as there was no ability to renegotiate with federal and provincial partners once real costs were known. As a result, the balance of costs (\$6M) was debentured over 30 years at interest rates that are slightly punitive to rural and small urban municipalities; and

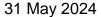
WHEREAS in 2019 the Council of the Township of Whitewater Region conducted a Water and Wastewater Rate Study that demonstrated the need for rate increases of over 100% to fund the new wastewater treatment plant construction debenture and the significantly increased operating costs for a parallel mechanical system. Rural and small urban municipalities experience very limited growth as federal and provincial policies heavily support growth in urban centers. As there are no other sources of available operational funding, rural and small urban municipalities are expected to fund the construction and operation of these state-of-theart systems from existing property owners and nominal forecasted growth; and

WHEREAS in 2023 the Township of Whitewater Region combined water and wastewater rates have risen to almost \$3,000/year for its five hundred and eleven (511) users and are among the highest in the County of Renfrew and across the Province of Ontario. There are similarly high user rates in the Township of Madawaska Valley as a result of Provincial regulations and a small number of users. Other examples of rapidly increasing rates include the Towns of Deep River, Renfrew, Arnprior, Laurentian Hills, and Petawawa, and the Townships of Bonnechere Valley, Laurentian Valley and Killaloe, Hagarty and Richards, where significant upgrades in short periods of time are making rates unaffordable even with an increased number of users.

NOW, THEREFORE BE IT RESOLVED THAT the Council of the County of Renfrew:

Advocate to the provincial and federal levels of government to make them aware that rural and small urban water and wastewater systems are financially unsustainable; and Advocate to the Association of Municipalities of Ontario (AMO), the Rural Ontario Municipalities Association (ROMA) and the Federation of Canadian Municipalities (FCM) to examine if the unaffordability of water and wastewater system operational costs is systemic provincially and nationally.

AND THAT a copy of this resolution be circulated to The Honourable Doug Ford, Premier of Ontario; the Honourable Kinga Surma, Minister of Infrastructure (Ontario); the Honourable Dominic LeBlanc, Minister of Intergovernmental Affairs, Infrastructure and Communities (Canada); the Honourable Paul Calandra, Minister of Municipal Affairs and Housing, the Honourable Andrea Khanjin, Minister of the Environment, Conservation and Parks (Ontario), Cheryl Gallant, MP, Renfrew-Nipissing-Pembroke, John Yakabuski, MPP, Renfrew-Nipissing-Pembroke and Parliamentary Assistant to the Minister of the Environment, Conservation and Parks; AMO; ROMA; FCM; and all Municipalities in Ontario.





Premier Doug Ford premier@ontario.ca

RE: Urging the Government to Promptly Resume Assessment Cycle

Please be advised that the Council of the Corporation of the Municipality of Callander passed the following resolution at its Regular Meeting of Council held Tuesday, May 28, 2024.

Resolution No. 2024/05/184:

7.4(c) WHEREAS the assessment cycle is an essential process for maintaining the fairness and predictability of property taxes in our province;

AND WHEREAS the pause in the reassessment cycle has created uncertainty and instability in property taxation, impacting both residential and commercial property owners;

AND WHEREAS the government has delayed an assessment update again in 2024, resulting in Ontario's municipalities continuing to calculate property taxes using 2016 property values;

AND WHEREAS both current and outdated assessments are inaccurate, increase volatility, and are not transparent;

AND WHEREAS frequent and accurate reassessments are necessary to stabilize property taxes and provide predictability for property owners, residents, and businesses alike;

AND WHEREAS the staff at the Municipal Property Assessment Corporation would benefit from further skills enhancement and training in assessments, recognizing the importance of ensuring accurate evaluations for 100% of our municipality;

AND WHEREAS the Government has announced a review of the property assessment and taxation system with a focus on fairness, equity, and economic competitiveness, and therefore further deferring new property assessment;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Municipality of Callander hereby calls upon the Premier to promptly resume the assessment cycle to ensure the stability and predictability of property taxes while the Government conducts its review of the property assessment and taxation system, or respond with an alternative method for every municipality in Ontario to achieve fair taxation;

AND THAT all Municipalities in Ontario and their constituents are encouraged to apply pressure to the Premier, daily, weekly, and monthly, to resolve the situation before it causes undo stress to everyone in the Municipality;

AND THAT a copy of this resolution be forwarded to the Premier, the relevant provincial authorities, the Association of Municipality in Ontario, the Rural Ontario Municipalities Association, the Federation of Northern Ontario Municipalities, the Municipal Property Assessment Corporation, and all municipalities in Ontario for their consideration, to make proper changes as quickly and efficiently as possible.

Thank you,

Cindy Pigeau Municipal Clerk

Copy to: Association of Municipalities of Ontario Rural Ontario Municipalities Association Federation of Northern Ontario Municipalities Municipal Property Assessment Corporation All Ontario Municipalities

May 29, 2024

The Honourable Doug Ford Premier of Ontario premier@ontario.ca

DELIVERED VIA EMAIL

RE: Township of Pelee Support County of Renfrew Resolution Rural and Small Urban Municipalities – Affordability of Water and Wastewater Systems

Please be advised that at the Township of Pelee's Regular Meeting of Council held on May 28th, 2024, the following resolution was passed:

Resolution 2024 – 78

Moved By: Councillor Dave DeLellis Seconded By: Councillor Michelle Taylor

WHEREAS the Provincial Policy Statement (PPS) (Section 1.6.6.2) states that municipal sewage services and municipal water services are the preferred form of servicing for settlement areas to support protection of the environment and minimize potential risks to human health and safety and that intensification and redevelopment within these settlement areas should be promoted; and

WHEREAS the PPS (Section 2.2.1(f)) states that planning authorities shall protect, improve, or restore the quality and quantity of water by implementing the necessary restrictions on development and site alternation to protect all drinking supplies and designated vulnerable areas, and protect, improve, or restore vulnerable surface and ground water, sensitive surface water features and sensitive groundwater features, and their hydrologic functions; and

WHEREAS the PPS (Sections 2.2.l(h) and (i)) states that there is consideration of environmental lake capacity as well as stormwater management practices; and

WHEREAS the Ministry of the Environment, Protection and Conservation (MECP) Procedural Guideline B-1-5 Policy 2 provision states that water quality which presently does not meet the Provincial Water Quality Objectives shall not be further degraded and all practical measures shall be undertaken to upgrade the water quality to the Objectives;

and

WHEREAS in 2014 the Township of Whitewater Region authorized Jp2gConsultants Inc. to undertake a Municipal Class Environmental Assessment (EA) for the purpose of evaluating viable options to upgrade the 1979 Cobden Wastewater Treatment Plant. This plant did not meet guidelines for effluent flow into Muskrat Lake and Cobden Wetland being highly sensitive, atcapacity, inland lake, and Provincial Significant Wetland (PSW) and acknowledged as one of the most eutrophic in the province. The plant had ongoing seasonal overflow events, and was operating at maximum capacity; and

WHEREAS in 2018 the Council of the Township of Whitewater Region approved the construction of a new parallel mechanical system that would meet all provincial environmental and regulatory requirements including accommodating future growth. Federal and provincial contributions only covered 50% of the final construction costs, as there was no ability to renegotiate with federal and provincial partners once real costs were known. As a result, the balance of costs (\$6M) was debentured over 30 years at interest rates that are slightly punitive to rural and small urban municipalities; and

WHEREAS in 2019 the Council of the Township of Whitewater Region conducted a Water and Wastewater Rate Study that demonstrated the need for rate increases of over 100% to fund the new wastewater treatment plant construction debenture and the significantly increased operating costs for a parallel mechanical system. Rural and small urban municipalities experience very limited growth as federal and provincial policies heavily support growth in urban centers. As there are no other sources of available operational funding, rural and small urban municipalities are expected to fund the construction and operation of these state-of-the- art systems from existing property owners and nominal forecasted growth; and

WHEREAS in 2023 the Township of Whitewater Region combined water and wastewater rates have risen to almost \$3,000/year for its five hundred and eleven (511) users and are among the highest in the County of Renfrew and across the Province of Ontario. There are similarly high user rates in the Township of Madawaska Valley as a result of Provincial regulations and a small number of users. Other examples of rapidly increasing rates include the Towns of Deep River, Renfrew, Arnprior, Laurentian Hills, and Petawawa, and the Townships of Bonnechere Valley, Laurentian Valley and Killaloe, Hagarty and Richards, where significant upgrades in short periods of time are making rates unaffordable even with an increased number of users.

NOW, THEREFORE BE IT RESOLVED THAT the Council of the Township of Pelee support the County of Renfrew's resolution to:



Advocate to the provincial and federal levels of government to make them aware that rural and small urban water and wastewater systems are financially unsustainable; and Advocate to the Association of Municipalities of Ontario (AMO), the Rural Ontario Municipalities Association (ROMA) and the Federation of Canadian Municipalities (FCM) to examine if the unaffordability of water and wastewater system operational costs is systemic provincially and nationally.

AND THAT a copy of this resolution be circulated to The Honourable Doug Ford, Premier of Ontario; the Honourable Kinga Surma, Minister of Infrastructure (Ontario); the Honourable Dominic LeBlanc, Minister of Intergovernmental Affairs, Infrastructure and Communities (Canada); the Honourable Paul Calandra, Minister of Municipal Affairs and Housing, the Honourable Andrea Khanjin, Minister of the Environment, Conservation and Parks (Ontario), Dave Epp, MP, Chatham-Kent-Leamington; Trevor Jones, MPP, Chatham-Kent-Leamington; AMO; ROMA; FCM; and all Municipalities in Ontario.

May 29, 2024

The Right Honourable Justin Trudeau Prime Minister of Canada justin.trudeau@parl.gc.ca

DELIVERED VIA EMAIL

RE: Township of Pelee Support Township of Georgian Bay Resolution Sustainable Infrastructure Funding for Small Rural Municipalities

Dear Prime Minister Trudeau,

Please be advised that at the Township of Pelee's Regular Meeting of Council held on May 28th, 2024, the following resolution was passed:

Resolution 2024 – 77

Moved By: Mayor Cathy Miller

Seconded By: Councillor Michelle Taylor

WHEREAS Ontario's small rural municipalities face insurmountable challenges to fund both upfront investments and ongoing maintenance of their capital assets including roads and bridges and water wastewater and municipally owned buildings including recreational facilities and libraries;

AND WHEREAS in 2018, the Ontario government mandated all Ontario municipalities to develop capital asset management plans with the stipulation that they be considered in the development of the annual budget;

AND WHEREAS small rural municipalities (of 10,000 people or less) are facing monumental infrastructure deficits that cannot be adequately addressed through property tax revenue alone;

AND WHEREAS the only application approved through the recently awarded Housing Accelerator Fund to a small rural municipality was to Marathon Ontario, who received an allocation of \$1.9 million dollars while over \$1.369 billion going to Ontario's large urban centres, resulting in a 0.2% investment in rural Ontario;

AND WHEREAS the Ontario Government has committed \$9.1 billion to Toronto alone to assist with operating deficits and the repatriation of the Don Valley and Gardner Expressway;

AND WHEREAS small rural Ontario cannot keep pace with the capital investments required over the next 20 years unless both the Provincial and Federal Governments come forward with new sustainable infrastructure funding;

AND WHEREAS it is apparent that both the Federal and Ontario Governments have neglected to recognize the needs of small rural Ontario;

NOW THERFORE BE IT RESOLVED THAT the Council of the Township of Pelee hereby support Township of Georgian Bay's resolution calling on the Ontario and Federal Government to implement sustainable infrastructure funding for small rural municipalities;

AND THAT small rural municipalities are not overlooked and disregarded on future applications for funding;

AND THAT both the Federal and Ontario Governments begin by acknowledging that there is an insurmountable debt facing small rural municipalities;

AND THAT both the Federal and Ontario Governments immediately commission a Working Group to develop a plan on how to deal with the impending debt dilemma;

AND FINALLY THAT this resolution be forwarded to The Honourable Justin Trudeau, Prime Minister of Canada; The Honourable Sean Fraser, Minister of Housing, Infrastructure and Communities of Canada; Michel Tremblay Acting President and CEO, Canada Mortgage and Housing Corporation; The Honourable Doug Ford, Premier of Ontario; The Honourable Kinga Surma, Ontario Minister of Infrastructure; The Honourable Paul Calandra, Ontario Minister of Municipal Affairs and Housing; MP Dave Epp, Chatham-Kent-Leamington; MPP Trevor Jones, Chatham-Kent-Leamington; AMO, ROMA, FCM, and all Municipalities in Ontario.

THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY BY-LAW NUMBER 2024-40 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 17th, 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 17th DAY OF JUNE 2024.

MAYOR:	CLERK: