

THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY
Committee of the Whole

Wednesday, June 21, 2023, 3:00 pm

Council Chamber

3720 County Road 34

Alexandria, On. K0C 1A0

1. **CALL TO ORDER**
2. **DECLARATION OF PECUNIARY INTEREST**
3. **ACCEPT THE AGENDA(Additions/Deletions)**
4. **DELEGATIONS**
5. **STAFF REPORTS**
 - a. Administration Department
 1. HGMH Pool Agreement
 - b. Treasury Department
 1. Adoption of Revised Procurement Policy
 - c. Building/Planning & By-law Department
 1. Administrative Monetary Penalties By-law No. 20-2023
 - d. Fire Department
 1. Community Risk Assessment - O. Reg. 378/18
6. **CONSENT AGENDA**
 - a. Community Services Workplan Q2 2023
 - b. Public Works Update
7. **UNFINISHED BUSINESS**
8. **OTHER BUSINESS**

9. MATTERS ARISING FROM STANDING COMMITTEES

- a. Raisin Region Conservation Authority update by Councillor Jacques Massie
- b. Maxville Manor update by Councillor Gary Martin
- c. Glengarry Pioneer Museum update by Councillor Gary Martin
- d. Glengarry Archives update by Councillor Michael Madden
- e. Arts, Culture & Heritage update by Councillor Jeff Manley
- f. County Council update by Deputy Mayor Carma Williams
- g. Friends of the Trails update by Councillor Jeff Manley
- h. Community Development Committee by update by Deputy Mayor Carma Williams
- i. Rural Affairs update by Councillor Jacques Massie

10. NOTICE OF MOTION

Next Committee of the Whole Meeting

Wednesday September 20, 2023 at 3:00 p.m. in the Council Chambers , 3720 County Rd 34, Alexandria, Ontario.

Note: Meeting are subject to change or cancellation.

11. ADJOURNMENT



STAFF REPORT TO THE COMMITTEE OF THE WHOLE

Report No: AD 2023-05

June 21, 2023

From: Sarah Huskinson, Chief Administrative Officer

RE: HGMH Pool Agreement

Recommended Motion:

THAT the Committee of the Whole recommends to Council to authorize the Mayor and CAO/Clerk to enter into an agreement with Hopital Glengarry Memorial Hospital for the operations and management of swim and pool programs at the hospital pool location.

Background / Analysis:

In the summer of 2022, post pandemic, the newly hired CEO Robert Alldred-Hughes approached the Township with the news that the pool would be reopening. The Township and HGMH have a longstanding commitment to offering recreational swimming programs, specifically for seniors. Over the past several months, the CEO and CAO have been in discussions regarding the agreement for the Township to resume swimming programs. The result was an agreement which included provisions for the Township to pay for the cost of the programming only, with the operating and capital costs of the pool being paid by HGMH. The agreement is attached to this report for adoption.

The plan is to begin offering programming in the Fall, contingent on the hiring of lifeguards and/or instructors. Scheduling and program offering will be developed through the Community Services department.

Alternatives:

Option 1: That the COW recommends to Council to authorize the Mayor and CAO/Clerk to enter into an agreement with HGMH.

Option 2: That the COW does not recommend to Council to authorize the Mayor and CAO/Clerk to enter into an agreement with HGMH.

Financial Implications:

None.

Attachments & Relevant Legislation:

Agreement.

Others Consulted:

Robert Alldred-Hughes, CEO, HGMH

Anne Leduc, Director of Community Services

Reviewed and Approved by:
Sarah Huskinson, CAO/Clerk

LICENCE AGREEMENT

This Agreement (this “**Agreement**”) dated as of the [DAY] day of [MONTH], 2023.

BETWEEN:

GLENGARRY MEMORIAL HOSPITAL

(hereinafter called the “**Licensor**”),

- and -

TOWNSHIP OF NORTH GLENGARRY

(hereinafter called the “**Licensee**”),

WHEREAS the Licensor and the Licensee have agreed that the Licensee may use the portion of the Licensor’s lands and premises described in this Agreement for the purpose, during the time, and on the terms and conditions set out in this Agreement.

NOW THEREFORE in consideration of the sum of Ten Dollars (\$10.00), the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. Definitions. The following terms have the meanings specified or referred to in this Section 1:

“**Agreement**” means this Licence Agreement and includes all the provisions of and schedules to this Agreement, including, without limitation, the Licence. Termination of this Agreement includes, without limitation, termination of the Licence.

“**Business Day**” means any day of the week excluding Saturday, Sunday, and statutory holidays in the Province of Ontario.

“**Common Areas**” means the areas of the Property as shown in Schedule “A” attached [NTD: HGMH to provide drawing showing the swimming pool area which is to be licensed, all access ways(limited to those areas where users should be), parking areas (limited to those areas where users should be), etc.], which are made available by the Licensor from time to time for the common use of the authorized users of the Property for the general benefit of the Property and which are not and are not intended by the Licensor to be leased, licensed or otherwise occupied by tenants, licensees or other occupants, as the Common Areas may be altered, closed or otherwise changed by the Licensor, in its sole and absolute discretion, from time to time.

“**Event of Default**” means any of the following events that has occurred:

- (i) the Licensee becomes insolvent or bankrupt; or

- (ii) the Licensee fails to pay, observe or perform any of its covenants or obligations under this Agreement.

“Force Majeure Event” means any act of God, flood, fire, earthquake, tsunami, explosion, lightning, storm, washout, power shortages, nuclear and radiation activity or fallout, war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, sabotage, riot or other civil unrest, government order or law, strike, lockout, or other industrial disturbance, epidemic, pandemic, quarantine, public health emergency, or any similar events whatsoever not within the reasonable control of the party affected, but only if and to the extent that: (i) such circumstance cannot be prevented, avoided, remedied, or removed despite the exercise of good faith and reasonable diligence by such party; and (ii) such circumstance materially and adversely affects the ability of the party to perform its obligations under this Agreement but lack of funds on the part of such party shall be deemed not to constitute a Force Majeure Event, and such party has taken all reasonable precautions, due care and reasonable alternative measures in order to avoid the effect of such event on the party’s ability to perform its obligations under this Agreement and to mitigate the consequences thereof.

“Hazardous Substances” means those substances that are generally considered hazardous to human health and includes any pollutants, liquid wastes, industrial wastes, hauled liquid wastes, toxic wastes, dangerous or hazardous wastes, materials or substances or contaminants.

“Laws” has the meaning given to it in Subsection 9(a) of this Agreement.

“Licence” has the meaning given to it in Subsection 2(a) of this Agreement.

“Licence Fee” has the meaning given to it in Subsection 11(a) of this Agreement.

“Permitted Use” means the operation of swimming and pool programs during the Term.

“Premises” means the portion of the building on the Property shown in Schedule “A” attached licensed by the Licensor to the Licensee under this Agreement.

“Property” means the lands and premises owned by the Licensor described in Schedule “A” attached, together with all buildings, structures and improvements now or hereafter located thereon.

“Security Deposit” has the meaning given to it in Section 12 of this Agreement.

“Term” means the period of three (3) years commencing on [DATE] and ending on [DATE], unless terminated earlier or extended in accordance with the provisions of this Agreement.

2. Grant of Licence.

- (a) The Licensor hereby grants to the Licensee a non-exclusive licence, subject to the provisions of this Agreement, to occupy the Premises for the Permitted Use at the

times, and only at the times described in Schedule “B” attached during the Term (the “**Licence**”).

- (b) Together with the Licence, the Licensee and its employees, customers and other invitees at the Premises shall have the non-exclusive right, subject to the provisions of this Agreement, to use, in common with others, the Common Areas, each for their intended, designated, and proper purposes only, for access to and from the Premises, parking vehicles in designated parking spaces, and loading and unloading goods in designated loading and unloading areas, in connection with the Licensee’s business at the Premises, and for no other purposes, subject to the Property’s rules and regulations for the Common Areas in effect from time to time.
 - (c) The Licensee acknowledges and agrees that the designated parking lot for the Licensee, its employees and customers are pay for use parking spaces, which shall be subject to any fees charged by the Licensor from time to time in its sole and absolute discretion.
- 3. Personal Licence. The Licensor and the Licensee acknowledge and agree that the rights granted to the Licensee in this Agreement create a licence personal to the Licensee and shall not in any manner whatsoever constitute a lease, an easement, or any other interest in land.
- 4. Termination.
 - (a) The parties covenant and agree that the Licensor shall have the right, exercisable at any time to terminate this Agreement for any reason whatsoever on five (5) days’ prior written notice to the Licensee.
 - (b) At the end of the Term, the Licensee, at the Licensee’s expense, shall, by the applicable expiry or termination date, remove all of the Licensee’s personal property from the Premises, and deliver the Premises in a clean and tidy condition to the Licensor.
- 5. Option to Extend.
 - (a) Provided that the Licensee is not in default of any of its obligations under this Agreement, the Licensee shall have the option to extend the Term of the Licence for two (2) additional terms of one (1) year each (in each such case called an “**Extension of Term**”), on the same terms and conditions as are contained in this Agreement, and except for these rights to extend the Term (it being agreed that there shall be no options to extend the Term of the Licence beyond those specifically provided for in this Section).
 - (b) Each such Extension of Term shall commence on the day immediately succeeding the expiry of the initial Term or the immediately preceding Extension of Term (as the case may be). The Licensee may only exercise such options to extend the Term of the Licence by giving notice in writing to the Licensor at least six (6) months prior to the date on which the intended Extension of Term would commence.

6. Continued Performance. If the Licensee continues to occupy the Premises after the expiry of the Term with the consent of the Licensor but without agreeing with the Licensor to a new licence agreement or an extension of the Term, there shall be no tacit renewal of this Agreement despite any statutory provision or legal presumptions to the contrary. The Licensee shall occupy the Premises as a licensee from month-to-month at a licensee fee equal to nil and the Licensee shall comply with the same terms, covenants and conditions herein contained as far as they apply to a monthly licence.
7. Permitted Use. The Licensee covenants and agrees that it shall use the Premises for the Permitted Use and for no other purpose. The Licensee covenants and agrees that during the Term, the Licensee shall:
- (a) remove all of the Licensee's personal property from the Premises and store the same in such area(s) as designated by the Licensor between each use of the Premises at the times set out on Schedule "B";
 - (b) deliver the Premises in a good, clean and tidy condition to the Licensor after each use of the Premises at the times set out on Schedule "B";
 - (c) not do or permit to be done on the Premises anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Licensor or to the tenants, other licensees or occupiers of the Property or any owner or occupier of neighbouring property;
 - (d) not use or store any Hazardous Substances at the Premises and not do or permit to be done anything at the Premises or the Property that may contaminate all or any part of the Property or the soil or water of neighbouring properties to the Property;
 - (e) operate the Permitted Use from the Premises in a professional, courteous, first class and reputable manner and in a clean, safe and neat condition;
 - (f) not damage or permit to be damaged the Premises, the Common Areas, the Property, neighbouring properties of the Property, the personal property of the Licensor at the Property, or the personal property of the tenants, other licensees and occupiers of the Property or neighbouring properties;
 - (g) not obstruct or interfere with any accessways at the Property;
 - (h) not park vehicles or permit parking of vehicles at the Property by the Licensee, its employees and customers other than in spaces designated by the Licensor for customer parking in the Common Areas;
 - (i) to pay directly to the relevant authorities when due any and all fees, levies and taxes assessed on the Licensee for the operation of the Permitted Use at the Premises; and
 - (j) not do or permit to be done anything at the Premises or the Property that would result in the Licensor's insurance being cancelled or its insurance premiums for the

Property being increased or which would put the Licensors in default of any of its government permits, licences, consents, or approvals for the Property or which would put the Licensors in default of the provisions of other leases, licences or occupancy agreements for parts of the Property.

8. Administrative Fee. If the Licensee breaches its obligations under Subsections 7(a) and 7(b) of this Agreement, the Licensee covenants and agrees to pay to the Licensors, by [certified cheque/wire transfer/electronic transfer], the amount of Five Hundred Dollars (\$500.00) to cover the Licensors' administrative costs, in addition to any rights or remedies the Licensors may otherwise have.
9. Compliance with Laws and Rules. The Licensee covenants and agrees that it shall, at all times, comply with:
 - (a) The common law and all statutes, regulations, by-laws, orders, permits, guidelines, licences, approvals, consents, and other laws of governmental authorities (collectively, "**Laws**") applicable to the Premises, the Property, their use, the Licensee, the Licensors, or their businesses or operations at the Property. Without limiting the generality of the foregoing, the Licensee covenants and agrees to, at the Licensee's expense:
 - (i) train its staff in accordance with industry standards and provide evidence of the same to the Licensors prior to commencing the Permitted Use and from time to time;
 - (ii) comply with all environmental laws respecting Hazardous Substances at the Premises; and
 - (iii) obtain, prior to commencing to carry on the Permitted Use at the Premises and then maintain throughout the Term, all permits, consents, licences and approvals required from governmental authorities or other parties for the Premises or the Licence for the Licensee to carry on the Permitted Use at the Premises in compliance with all Laws, and provide copies of such obtained permits, consents, licences, and approvals to the Licensors prior to commencing the Permitted Use and from time to time.
 - (b) All of the rules and regulations made from time to time by the Licensors. In the event of any conflict or inconsistency between the rules and regulations made by the Licensors and the policies and procedures made by the Licensee, the former shall prevail.
 - (c) All of the policies and procedures regarding the Permitted Use at the Premises made from time to time by the Licensee. A written copy of such policies and procedures shall be delivered to the Licensors prior to the commencement of the Term and from time to time thereafter, which policies and procedures shall be subject to the Licensors' approval and reasonable input.

10. Licensor's Access. The Licensee acknowledges that it has no right to exclude the Licensor from the Premises and that the Licensor may enter the Premises and the Property at any time to inspect the same, ensure compliance with this Agreement, or for any other reason.
11. Licence Fee.
- (a) In consideration of the Licensor granting the Licence, the Licensee covenants and agrees to pay the Licensor the amount of One Dollar (\$1.00) for the Term in Canadian Dollars (the "**Licence Fee**").
 - (b) The Licensee covenants and agrees to pay all taxes (including, without limitation, harmonized sales tax, goods and services tax, and retail sales tax) that are payable on the Licence Fee and on any other amounts payable by the Licensee to the Licensor under this Agreement. The Licensee shall pay such taxes to the Licensor in the same manner and at the same time as the Licensee is required to pay the portion of the Licence Fee on which such tax is payable or pay such other amount on which such tax is payable.
 - (c) The parties acknowledge and agree that the Licence Fee is a gross fee and includes, among other amounts, amounts for the costs of utilities and services supplied by the Licensor to the Premises for the Term under Section 13 of this Agreement, except as otherwise set out in this Agreement.
12. Security Deposit. The Licensee covenants and agrees to pay to the Licensor, by [certified cheque/wire transfer/electronic transfer], on or before the date the Licensee executes this Agreement, the amount of Two Thousand Five Hundred Dollars (\$2,500.00) (the "**Security Deposit**") as security for the performance by the Licensee of its obligations under this Agreement. The Licensor shall not be required to maintain the Security Deposit in a separate account nor to pay interest on the Security Deposit. If the Licensee defaults on its obligation to pay the Licence Fee or any other obligation to pay amounts under this Agreement, then the Licensor may, but is not obligated to, use, apply or retain all or part of the Security Deposit for the payment of any such sums of which the Licensee is in default. If the Licensee defaults on any of its obligations under this Agreement, the Licensor may, but shall not be obligated to, use, apply or retain all or any portion of the Security Deposit for the payment of the amount the Licensor spends or may become obligated to spend, or to compensate the Licensor for any losses incurred, by reason of the Licensee's default, and such appropriation and application will be without prejudice to the Licensor's right to pursue any other remedy contained in this Agreement or at law or in equity. If the Licensor so uses or applies all or any portion of the Security Deposit, the Licensee shall within five (5) days after demand therefor deposit funds with the Licensor in an amount sufficient to restore the Security Deposit to the full amount originally deposited with the Licensor. The Licensor covenants and agrees to return any portion of the Security Deposit that is not so used, applied, or retained to the Licensee within ten (10) days after the last day of the Term. This Section 12 shall survive the expiry or earlier termination of this Agreement. No trust relationship is created herein between the Licensor and the Licensee with respect to the Security Deposit.

13. Utilities and Services. During the Term, the Licensor shall provide the following utilities and services to the Premises, at the Licensor's expense:
 - (a) electricity, water, gas and telephone;
 - (b) heating, ventilation and air-conditioning (HVAC);
 - (c) cleaning and janitorial services, including garbage removal;
 - (d) lighting; and
 - (e) pool maintenance supplies and services.
14. Expenses. The Licensee shall be responsible for all costs, charges and expenses incurred in connection with the Permitted Use at the Premises, including without limitation:
 - (a) all costs associated with operating and managing the swimming and pool programs at the Premises; and
 - (b) all costs of providing a receptionist and other personnel (e.g. lifeguards, instructors, etc.).
15. Initial Condition. The Licensee acknowledges that it has inspected the Premises and accepts the Premises in their "as is" condition on the date of this Agreement. The Licensee further acknowledges that the Licensor and its representatives do not make any representations or warranties, express or implied, of any kind, about the Premises, the Property, the Licence, this Agreement, or any other matter or thing, including, without limitation, none as to the zoning, fitness or condition of the Property and the Premises for the Permitted Use or for any other purpose.
16. Signs. The Licensee covenants and agrees that it shall not cause any signs to be affixed or placed on the inside or outside of the Premises or any other part of the Property without the Licensor's prior written consent, which may be unreasonably withheld.
17. Common Areas. The Licensee acknowledges that the Licensor reserves the right to, in the Licensor's sole and absolute discretion, temporarily or permanently close, alter, or interfere with access to or the use of, all or part of the Common Areas, for purposes of maintenance, repair, renovation, redevelopment, construction, or any other reason, without compensation to the Licensee and without the Licensee's consent.
18. Alterations. The Licensee covenants and agrees that it shall not make any alterations, additions, improvements, or changes to the Premises.
19. Major Damage or Destruction. If all or part of the Property is substantially damaged or destroyed to the extent that, in the Licensor's opinion, it cannot be rebuilt or repaired within ten (10) days or the Premises cannot be used for the Permitted Use, the Licensor shall have the right to terminate this Agreement on ten (10) days prior written notice to the Licensee.

20. Insurance. The Licensee covenants and agrees to, at the Licensee's expense, obtain before the commencement of the Term and to maintain throughout the Term:
- (a) commercial general liability insurance covering third party bodily injury (including death), personal injury, products and completed operations, and property damage or loss that occurs at the Premises or the Property in connection with the Licensee's occupancy and use of and operations at the Premises or its use of the Common Areas;
 - (b) professional liability insurance; and
 - (c) such other insurance as reasonably required by the Licensors.
- (d) All of such Licensee's insurance shall be in amounts approved by the Licensors, include the Licensors and its mortgagees as additional insureds as their interests may appear, and contain thirty (30) days' prior written notice of material change to, cancellation, or non-renewal of the policy, contractual liability, cross-liability, severability, and waiver of subrogation clauses as reasonably required by the Licensors. The Licensee shall provide evidence of such insurance to the Licensors prior to the commencement of the Term and upon request by the Licensors from time to time during the Term.
21. Release. The Licensee hereby releases the Licensors from all liability (including, without limitation, costs) for loss of, damage or injury (including bodily injury, personal injury, and death) to the Licensee, other people or entities, the Licensee's property, or the property of other people or entities, arising from, connected to or resulting from: the Licensee's occupation, use and operations at the Premises, the Licensee's use of the Common Areas, the granting or exercise of the Licensee's rights or performance of its obligations under this Agreement, or a breach of this Agreement by the Licensee, whether or not the Licensee, the Licensors or both has (have) or is (are) required under this Agreement to have insurance covering such loss, damage, or injury, and whether or not such loss, damage, or injury was caused by the Licensors' negligence or the negligence of the Licensors' representatives, employees, contractors or those for whom it is responsible for in law. Without limiting the foregoing, the Licensee further agrees that the Licensors has no liability to the Licensee for loss of, damage, or injury to the Licensee, other people or entities, the Licensee's property, or the property of other people or entities occurring at the Premises or the Property resulting from fire, water, leaks, the interruption of any public utility or service, or similar perils.
22. Indemnity. The Licensee hereby agrees to defend and indemnify the Licensors, its officers, directors, shareholders, representatives, agents, and employees and hold each and all of them harmless from and against any and all claims, costs and other liabilities whatsoever that any or all of them may incur in connection with damage to or loss of any person's or entity's property or bodily or personal injury to or the death of any person or entity or any other type of claim, loss or damage arising from, in connection with, or resulting from the Licensors granting this Agreement, the exercise of the Licensee's rights or performance of its obligations under this Agreement, the use of the Premises or the Common Areas by the Licensee or anyone that the Licensee is responsible for in law, and/or a breach of this Agreement by the Licensee, whether or not the Licensee, the Licensors or both has (have)

or is (are) required under this Agreement to have insurance coverage for such loss, damage or injury and whether or not such injury, damage, costs or other liabilities are caused by the Licensor's negligence or the negligence of the Licensor's representatives, employees, contractors or those for whom it is responsible for in law.

23. Force Majeure. Notwithstanding any other provision in this Agreement, in the event that either the Licensor or the Licensee shall be unable to fulfill or shall be delayed or restricted from its performance of any term or obligation under this Agreement by reason of any Force Majeure Event, other than the Licensee's obligation to pay the Licence Fee or any other monies owed by the Licensee under this Agreement, such party shall, so long and to the extent that any such delay or restriction exists but not for longer than five (5) days in the aggregate, be relieved from the performance of such obligation and shall be granted a reasonable period of time but not longer than five (5) days in the aggregate to perform the obligation once the Force Majeure Event ceases to exist and the other party shall not be entitled to compensation for any resulting loss, damage, inconvenience, nuisance, or discomfort. For this Section 23 to apply, the party claiming it is delayed or restricted from performing any of its terms or obligations under this Agreement by reason of a Force Majeure Event shall give the other party written notice within five (5) days of the commencement of the Force Majeure Event, explaining the Force Majeure Event, the term or obligation under this Agreement that is restricted or delayed from being performed because of the Force Majeure Event, and how long the delay or restriction on performance is expected to continue. In the event that the term or obligation under this Agreement that is restricted or delayed from being performed by a Force Majeure Event as set out in the notice remains uncured for a period of five (5) days following written notice under this Section 23, either party may thereafter terminate this Agreement upon five (5) days' prior written notice to the other party. Both the Licensor and the Licensee acknowledge and agree that this Section 23 does not apply to the Licensee's obligations to pay the Licence Fee or other monies owed under this Agreement when due.
24. Transfers. The Licensee covenants and agrees that it shall not assign, give as security, sublicence, or in another way transfer all or part of the Licence, this Agreement, or possession of all or part of the Premises, without the prior written consent of the Licensor, which may be unreasonably withheld or delayed. Nothing in this Agreement prevents the Licensor from transferring in any way all or part of the Property, Premises, or this Agreement to another party or parties.
25. Subordination. The Licensee covenants and agrees that the Licence and this Agreement are automatically subordinate to all mortgages of all or part of the Property regardless of when such mortgages are or were granted and registered and without the need to execute any further documentation to give effect to such subordination. The Licensor shall have the right to terminate this Agreement if this Agreement places the Licensor in default of a Licensor's mortgage of all or part of the Property or if there is a conflict between the Licensor's mortgagee of all or part of the Property and the Licensee.
26. Defaults. Upon the Licensee committing an Event of Default, the Licensor may terminate this Agreement on five (5) days' prior written notice (except in respect of a default in the

obligation to carry insurance, in which case no notice shall be required) to the Licensee and pursue any other remedies available to the Licensors at law or in equity.

27. Planning Act. The Licensors and the Licensee acknowledge and agree that the term of this Agreement is less than twenty-one (21) years and therefore the subdivision control provisions of the *Planning Act*, R.S.O. 1990, c. P.13, do not apply to the provisions of this Agreement.
28. Registration. The Licensors and the Licensee covenant and agree that this Agreement or notice of this Agreement shall not be registered on title to all or any part of the Property.
29. Notice. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 29):

If to the Licensors: 20260 County Rd 43
Alexandria, ON K0C 1A0

Facsimile: 613-525-5673
Email: ralldred-hughes@hgmh.on.ca

Attention: Robert Alldred-Hughes, President & Chief Executive Officer

If to the Licensee: 3720 County Road 34
Alexandria, ON K0C 1A0

Facsimile: 613-525-1649
Email: cao@northglengarry.ca

Attention: Sarah Huskinson, Chief Administrative Officer

30. Time of the Essence. Time shall in all respects be of the essence of this Agreement.
31. Waiver. No waiver by any party of any of the provisions hereof is effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party will operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any

right, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

32. Amendments. No amendment or modification of this Agreement shall be binding unless in writing and signed by the Licensor and Licensee.
33. Further Assurances. Each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions of this Agreement.
34. Enurement. This Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective permitted assigns.
35. Governing Law. This Agreement is governed by and construed in accordance with the laws of the Province of Ontario, and the federal laws of Canada applicable in that Province.
36. Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
37. Counterparts. This Agreement and any amendments, waivers, consents, or supplements hereto may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by sending a scanned copy (“pdf”) by email shall be as effective as delivery of a manually executed counterpart of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written above.

LICENSOR:

GLENGARRY MEMORIAL HOSPITAL

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

I/We have authority to bind the corporation.

LICENSEE:

TOWNSHIP OF NORTH GLENGARRY

By: _____
Name: _____
Title: _____

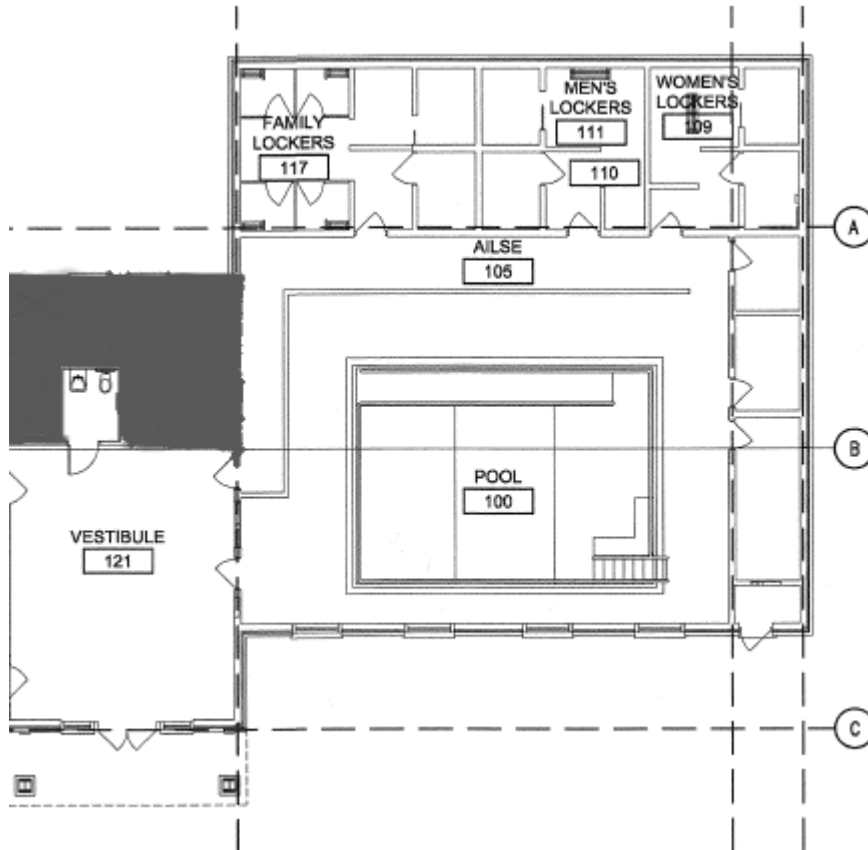
By: _____
Name: _____
Title: _____

I/We have authority to bind the corporation.

Schedule "A"

Description of Common Areas, Property and Premises

Description of Premises:



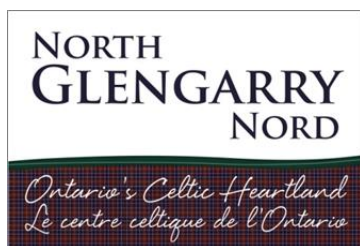
Legal Description of Property:

PT LT 2 CON 3 KENYON AS IN AR9920; NORTH GLENGARRY, being PIN 67107-0073 (LT)

Municipal Address: 20260 County Road 43 Alexandria, Ontario K0C 1A0
Room 121, 117, 111, 110, 109, 105, 100

Schedule “B”

Schedule indicating the date and time for use of the Premises by the Township to be finalized and included as an amendment three (3) weeks prior to the Townships first planned class/pool use.



STAFF REPORT TO THE COMMITTEE OF THE WHOLE

Report No: TR2023-14

June 8, 2023

From: Kimberley Goyette – Director of Finance/Treasurer

RE: Adoption of Revised Procurement Policy

Recommended Motion:

THAT the Committee of the Whole recommends the approval of Bylaw 18-2023 and the associated revised Procurement Policy.

Background / Analysis:

The Procurement Policy had some minor changes that needed to be amended or added. These items are highlighted in yellow and basically pertain to government portal bulk purchases and the manner in which tenders can now be received. The previous document did not incorporate the use of email, or other electronic submissions.

Furthermore, there has been a change to indicate that tenders will no longer be publicly opened (nor is it required). This is especially challenging when most bids are now submitted electronically and those bidders are unaware of the results. Formal results are already provided in a report to Council and that is when the other bidders could find out the other competitor's submission price should they wish.

Alternatives:

1. Recommend approval of Bylaw 18-2023 and the associated revised Procurement Policy.
2. Do not recommend approval of Bylaw 18-2023 and the associated revised Procurement Policy.

Financial Implications:

Possible time and cost savings due to cooperative purchasing.

Attachments & Relevant Legislation:

Procurement Policy – Revised June 8, 2023.

Others Consulted:

Timothy Wright, Director of Public Works

Reviewed and approved by:
Sarah Huskinson, CAO/Clerk

PURPOSE:

1. To establish a policy regarding the purchase of goods, services, construction and professional services as required under the Municipal Act, S.O. 2001, c. 25, Part VI, s. 270.
2. To establish a policy that will regard for the accessibility for persons with disabilities in response to goods and services purchased by the Township in accordance with the Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, c. 11.
3. To ensure all contractors/suppliers are responsible to ensure that of its employees, volunteers and others for which the contractor is responsible who deals with members of the public are adequately trained as per the Stormont, Dundas and Glengarry (SDG) Counties Accessibility Training documentation in accordance with Section 6 of Ontario Regulation 429/07, Accessible Standards for Customer Service.
4. To expand procurement coverage while promoting labour rights, environmental protection, sustainable development and expanding market opportunities for the Township in accordance with the Canada Free Trade Agreement (CFTA)/Comprehensive Economic Trade Agreement (CETA).
6. To provide for an open, transparent and accountable purchasing process that is fair and impartial.
7. To obtain the highest quality goods, services, or construction works in the most cost-effective manner.
8. To Authorize purchasing decisions that are made as efficiently as possible through the delegation of authority and empowerment of staff while always having regard for the objectives of this policy.
9. To promote procurement processes and decisions that are consistent with the Township's strategic objectives and comply with procurement legislation and trade Agreements.
10. To practice a lifecycle management approach to asset management, not only looking at products and services from initial concept through procurement, but to consider the issues around maintenance and disposal once the item is no longer usable or required.

SCOPE

This By-law shall apply to all purchases of goods and services by members of Council, committee and board members, and employees of the Township of North Glengarry.

ACCESSIBILITY ORGANIZATIONAL COMMITMENT

The Township of North Glengarry is committed to meeting the accessibility needs of persons with disabilities in a timely manner and shall incorporate accessibility criteria and features when procuring or acquiring goods, services or facilities, except where not practical to do so. In such situations where it is not practical, a documented explanation shall be provided upon request.

Furthermore, whenever possible the purchase of goods and services shall be based on the principles of universal design.

POLICY REVIEW AND PROCEDURE

This By-law will be reviewed as required, but in any case, no later than five (5) years from the date of passing and has regard to accessibility for people with disabilities when for design, procurement and construction.

1. DEFINITIONS

"Ad-hoc Committee" means a committee struck by Council for a specific purpose as per Council's Procedural By-law.

"Approval" means authorization to proceed with the purchase or disposal of goods and/or services.

"Authority" means the legal right to conduct the tasks outlined in this By-law as directed by Council.

"Bid" means a submission from a prospective vendor in response to a request for the purchase of goods or services issued by the Township.

"Budgeted acquisition" means net departmental expenditures that have been authorized by Council by way of operating or capital budget approval or otherwise.

"CFTA" means Canadian Free Trade Agreement

"CETA" means Comprehensive Economic and Trade Agreement

"Chief Administrative Officer" or "CAO" or "Clerk" means the Chief Administrative Officer/Clerk for the township or designate.

"Committee" means any Committee which may be appointed by Council from time to time with delegated authority over this By-law.

"Contract" means any formal legal agreement for supplies, goods, services, equipment or construction.

"Council" means the Council of The Corporation of the Township of North Glengarry

"Current Budget" means the Annual Operating and Capital Budget approved by Council for the current fiscal year at which time purchases of goods and services are considered and approved.

"Department" shall mean any department within the Township, including any board for which the Municipality provides purchasing services.

"Department Head" means the head of a department as defined by the Township's Personnel Policies.

"Emergency" means an unforeseen event which occurs and requires immediate repair or replacement of equipment, services, or facilities to maintain a required level of public service or to prevent danger to life, limb or property.

"Firm" means the company, group, business or individuals conducting business and supplying goods and services.

"Goods and Services" means supplies, work, equipment, property, construction projects, public works services, and consultant's services.

"Local Supplier" means any supplier located within the geographical boundaries of the Township of North Glengarry which may include a business or resident.

"Local Publication" means a publication in any form of media, either in paper or digital form, which can be accessed or viewed by members of the public in the Township of North Glengarry, including but not limited to newspapers, newsletters, websites, bulletin boards, social media or email distribution lists.

"Professional or Consulting Services" means services provided by architects, engineers, surveyors, management consultants, legal representation, landscape architects, land use planners and any other consulting and professional services provided to the Township.

"Proposal" means an offer to provide goods or services for which the requirements have not been specified.

"Purchase" means an acquisition of goods or services for which the Township will undertake to pay, regardless of the cost being funded or subsidized by other levels of government.

"Quotation" means a verbal or written offer to provide stipulated goods or services.

"Services" shall mean items such as telephone, gas water, hydro, janitorial and cleaning services, consultant services, legal surveys, medical and related services, insurance, leases for grounds, buildings,

office or other space required by the Corporation and the rental, repair or maintenance of equipment, machinery, or other personal and real property.

“Cooperative Purchasing” means a variety of arrangements whereby two or more public procurement entities combine their requirements in a single procurement process to obtain advantages of volume purchases from the same supplier(s) or contractor(s).

“Supplies” shall mean goods, wares, merchandise, material and equipment.

"Shall" means imperative or must.

"Staff" means all employees of the Township of North Glengarry and shall include volunteers.

"Tender" means a formal offer to provide specified goods or services, in response to an advertised request.

"Township Office" means 90 rue Main Street S., Alexandria, ON K0C 1A0 or such other location which may from time to time be designated as the Township's administrative offices.

"Township" or "Municipality" means The Corporation of the Township of North Glengarry

“Treasurer” or “Director of Finance” means the Treasurer of the Township or designate.

“Vendor” shall mean any person or enterprise supplying goods or services to the Corporation of the Township of North Glengarry.

"WSIB" means a Workplace Safety and Insurance Board Clearance Certificate or Independent Operator's Certificate.

2. WORD USAGE

2.1 As used in this By-law, words used in the present tense include the future; words used in the masculine gender include the feminine and neutral; and the singular number includes the plural and the plural the singular where the context provides.

2.2 The headings and subheadings used in this By-law shall not form a part of the By-law, but shall be deemed to be inserted for convenience of reference only.

3. APPLICATION

3.1 This By-law shall apply to all purchasing undertaken on behalf of the Township by Council, all Corporation staff members, Council Advisory Committees, Ad- hoc Committees or Working Groups and Township Boards.

3.2 All currency noted within this By-law are deemed to be in Canadian funds.

3.3 All advertisements referencing a time for submission shall reflect local time in the Township of North Glengarry

4. GOALS AND OBJECTIVES

4.1 The purchasing principles of The Corporation of the Township of North Glengarry are as follows:

- (a) To procure by purchase, rental or lease the required quality and quantity of goods and/or services, including professional and consulting services in an efficient, timely and cost-effective manner.
- (b) To encourage open competitive bidding for the acquisition and disposal of goods and services where practical;
- (c) To consider all costs, including, but not limited to, acquisition, operating, training, maintenance, quality, warranty, payment terms, disposal value and disposal costs, in evaluating bid submissions from qualified, responsive and responsible vendors;
- (d) To consider the total project cost of specific goods and services that will be required by each Department and by the Township as a whole prior to determining the appropriate acquisition method;
- (e) To monitor and report on the economic climate and legislative changes which may have an impact on the Township and to determine the appropriate actions to be taken through purchasing policies and procedures;
- (f) To encourage the procurement of goods and services with due regard to the product being accessible to people with disabilities or be capable of being made accessible using technology;
- (g) To allow for wherever possible standardized procurement of goods and services, including joint purchases, which result in one or more of the following:
 - i. Reduced number of goods and services required; or
 - ii. Increased volume on common items or services; or
 - iii. Maximizing volume buying opportunities
 - iv. Providing for economies of scale; or
 - v. Reduced handling, training and storage costs; or
 - vi. Minimizing maintenance costs; or
 - vii. Co-operative purchasing activities; or
 - viii. Competitive bid process; or
 - ix. Reduced overall cost.

5. GENERAL PROVISIONS

5.1 Procurement of goods and services by the Township shall be carried out under the following processes:

- (a) Direct purchases of goods and services with a value \$5,000 or less –at the discretion of authorized personnel in accordance with Section 13 herein.

- (b) Purchases of goods and services between \$5,001 and \$10,000 – a minimum of two (2) verbal or written quotations to be obtained by authorized personnel in accordance with Section 14 herein.
- (c) Purchases of goods and services between \$10,001 and \$25,000 – a minimum of three (3) verbal or written quotations to be obtained by authorized personnel in accordance with Section 15 herein.
- (d) Purchases of goods and services between \$25,001 and \$50,000 – a minimum of three (3) written formal quotations are to be obtained in accordance with Section 16 herein.
- (e) Purchases of goods and services with a value of more than \$50,000 – to be obtained by tender by authorized personnel in accordance with Section 17 herein.
- (f) Request for Proposal – to be used when the goods and/or service required cannot be specifically stipulated or when methodologies are sought to perform a certain function or service.
- (g) Purchases of professional services – Request for Proposal (RFP) or Expression of Interest (EOI) to be utilized in accordance with Section 18 herein.

5.2 All amounts described in this policy are exclusive of applicable net sales tax. When financial information is being presented, the applicable sales tax and sales tax rebate are to be outlined.

5.3 The Township shall adhere to all regulations prescribed by the Province affecting the procurement process.

5.4 The integrity of the procurement process will be maintained by requiring that each Department Head ensure that the policies are adhered to in their respective department. Any employee who intentionally and knowingly acquires or disposes of any goods or services for the Township in contravention of any provision of this policy shall be subject to disciplinary action.

5.5 The Township shall not purchase from any officer, employee or their family or from any other source that would result in a direct or indirect pecuniary interest, unless such interest has been declared in writing to the CAO or Council.

5.6 No member of Council, Committees or Boards or any employee of the Township shall knowingly cause or permit anything to be done or communicated to anyone which could cause any potential vendor to have an unfair advantage or disadvantage in obtaining a contract for the supply of goods and/or services to the Township.

5.7 No contract for goods, services and/or construction shall be deliberately divided into two (2) or more parts to avoid compliance with the provisions of this policy.

5.8 The Township shall encourage the procurement of goods and services with due regard to the preservation of the natural environment. Vendors may be selected to supply goods made by methods resulting in the least damage to the environment and to supply goods incorporating recycled materials where practical.

5.9 Disputes regarding a purchasing action are to be received in writing and shall be resolved as follows:

- (a) Meeting between the vendor and Department Head responsible.
- (b) If a) does not lead to a resolution, the decision can be appealed to the CAO.
- (c) If b) does not lead to a resolution, the decision can be appealed to Council and such decision rendered by the Council shall be deemed final.

Electronic Submissions

5.10 Electronic submissions will be permitted for all RFP's, Tenders, EOI's, RFQ's, and informal quotation processes. However, some RFP's, Tenders and EOI's must be submitted as hard copy documents and as outlined in the applicable procurement documents.

Co-operative Purchasing

5.11 The Township may participate with other Government agencies or public authorities in co-operative procurement/ acquisition ventures whenever it is determined to be in the best interest of the Township to do so.

Reward Points/Loyalty Programs

5.12 When incurring expenses related to this Procurement Policy, Municipal Staff may not acquire or accumulate, either directly or indirectly, where the benefit does not accrue to the Township of North Glengarry, points through loyalty programs such as Air Miles, Aeroplan, etc.

6. VALUE FOR SERVICE

In determining the preferred vendor, the Department Head shall consider the following in addition to price:

- 6.1 Ability, capacity and skill of the vendor to provide the quality of goods or services required;
- 6.2 Ability of the vendor to fulfill the contract or provide the service promptly at the specified time;
- 6.3 Character, reputation, integrity, experience and efficiency and efficacy of the vendor;
- 6.4 Quality and performance of previous contracts, goods or services undertaken by the vendor;
- 6.5 Sufficiency of the vendor's financial resources with respect to fulfilling a contract for goods/services;
- 6.6 Ability of the vendor to provide future maintenance and service;
- 6.7 Physical location of the vendor and the vendor's employees; and
- 6.8 Number and scope of conditions attached to the contract or bid.

7. SPENDING LIMITS

7.1 The spending limits as outlined in Schedule "B" attached hereto and forming part of this By-law are subject to the policies outlined in this By-law, for the purchasing of all goods or services.

8. EXEMPTIONS

8.1 For those expenditures that will be wholly recovered from outside sources (i.e. Developers, etc.) and are not an obligation of the Township, the provisions of this policy do not apply.

8.2 The CAO or Department Head may request an exemption from any or all purchasing procedures outlined in this policy. A detailed report shall be submitted to Council providing rationale for the exemption with final approval received from Council.

9. EXPENDITURE APPROVAL

9.1 Council has the ultimate authority for all expenditures and delegates this authority to staff through the approval of the annual Operating and Capital Budget and by specific resolution. Schedule B outlines the expenditure approval limits for Staff.

9.2 For purchases not included in the current budget or items that are expected to exceed the current budgeted amount, the following procedures are required (see Section 22 for emergency purchases):

Authorizations of Purchases, Agreement or Contracts	
Non-Budgeted or Budget Exceedance Acquisitions	Approval Required
Under budget - 20% of a budgeted or unbudgeted line item.	CAO in conjunction with the Treasurer and Department Head
Over Budget - 20% of a budgeted or unbudgeted line item	Council

Council

9.3 All operating contracts or agreements extending beyond the term of the current budget shall be provided to the Treasurer for review and discussion prior to Council review.

9.4 Prior to CAO approval of an expenditure that exceeds the current budget allocation, the Department Head, in consultation with the Treasurer, must present where the additional required funds can be found within the applicable Departmental Capital Plan or Operating Budget for consideration.

10. AUTHORIZED PERSONNEL

10.1 The Department Head shall be responsible for procurement activities within the department and shall be accountable for determining and achieving specific objectives as outlined for each procurement project. The Department Head, or designate, shall ensure that there are sufficient funds available and identified for all purchases and shall follow the budget variance procedures outlined in section 9.2.

10.2 Following the approval of a purchase action through the budget process or specific resolution, the purchase shall be carried out by Township staff as outlined below:

(a) The CAO and Department Heads shall be authorized to make approved purchases of goods and

services.

(b) Supervisory Staff, under the direction of the Department Head, shall be authorized to make approved purchases of goods and services.

(c) Department Heads may also appoint subordinates who shall be authorized to make approved purchases of goods and services to a maximum of \$1,000 unless otherwise specified and approved by the Department Head.

10.3 Supervisory Staff or subordinates who have been delegated purchasing authority from their Department Head shall have no authority to delegate this purchasing authority to any other person.

11. PROCEDURES FOR PURCHASING GOODS AND SERVICES

11.1 Purchase Card Accounts (Credit cards)

a) Staff, who are authorized by the Township to make purchases not exceeding their spending limit, may be issued purchase cards.

b) All purchases must be for Township business and not personal use.

c) All credit card purchases must have proper receipts from vendors and Department Head sign off prior to payment of the card by the Deputy Treasurer.

d) Failure to provide receipts may result in non-payment by the Township.

11.2 Supplier Credit Accounts

a) The Township will not honour invoices for purchases made by employees except as approved by a Department Head at an approved store account.

b) Vendor credit accounts should not be used, except in limited circumstances where the local vendor offers consistent, reliable monthly purchase documentation to the Township.

c) The Treasurer or designate shall have the sole authority to establish Township credit accounts.

d) Due to the size and frequency of purchases, some Township personnel will be permitted to buy on credit from businesses upon approval of the Department Head.

e) Township staff will be required to show identification when making purchases on store credit.

12. INVOICE APPROVAL AND REQUIRED DOCUMENTS

12.1 Each invoice shall be completed with the following information:

(a) Verification - reviewed by the employee who verified receipt of the goods or services.

(b) Price Check - Initialed by the employee who matched the invoice price to the quotation, tender or resolution. The Deputy Treasurer shall verify sub-totals and taxes.

(c) Approval - initialed by the Department Head (or Supervisory Staff in the absence of the Department Head) as direction for payment and indication the department is satisfied with the goods or services received. The general ledger account to be charged shall be completed by the department who has made the purchase for entry by the Deputy Treasurer.

(d) Completed by the Deputy Treasurer with the date-stamp, cheque number or batch number once the cheque or payment is issued.

(e) General account number to be charged shall be completed by the department that has made

the purchase for entry by the Deputy Treasurer.

12.2 The following supporting documents are required:

(a) For purchases charged to an approved vendor account (i.e., Home Hardware, Rona) the invoice/charge receipt shall be provided to the Deputy Treasurer at the time of purchase with the invoice completed as outlined above in Section 12.1. The receipt shall display both the signed name of the employee that acquired the purchase along with the department name. These receipts shall be matched to the monthly vendor statement by the Deputy Treasurer.

(b) For purchases charged to a corporate credit card, all invoices and receipts are required to be remitted to the Deputy Treasurer signed off by the authorized personnel and general ledger code.

13. DIRECT PURCHASE (EXPENDITURES \$5,000 OR LESS)

13.1 For expenditures \$5,000 or less, direct purchases may be made from existing suppliers and/or local suppliers.

13.2 For direct purchases of products or services not previously purchased by the Township, the procurement rules apply to the selection of the supplier.

14. VERBAL OR WRITTEN QUOTATIONS (EXPENDITURES BETWEEN \$5,001 AND \$10,000)

14.1 For expenditures exceeding \$5,001 a minimum of two (2) verbal or written quotations should be obtained, whenever possible.

14.2 Department Heads shall document and retain on file, details of the quotes received including the name of the supplier and the quoted amount.

15. PROCURING GOODS & SERVICES BETWEEN \$10,001 AND \$25,000

15.1 Informal quotations shall be obtained for all purchases of goods and services between \$10,001 and \$25,000.

15.2 The person authorized to make such purchases shall make every reasonable effort to obtain at least three (3) verbal or written quotations from reputable vendors. Where three (3) quotations cannot be obtained, an exemption may be provided in writing from the CAO.

15.3 Any expected budget variances shall be reported to Council or the CAO for approval as outlined in Section 9.2.

16. PROCURING GOODS & SERVICES BETWEEN \$25,001 AND \$50,000

General Provisions

16.1 Formal quotations shall be obtained for all purchases of goods and services between \$25,001 and \$50,000.

16.2 The person authorized to make such purchases shall make every reasonable effort to obtain at least three (3) written quotations from reputable vendors. Where three (3) quotations cannot be obtained, an exemption may be provided by Council.

16.3 Any expected budget variances shall be reported to Council or CAO for approval as outlined in Section 9.2.

16.4 The department responsible for the purchase shall prepare a Summary of Quotations and shall provide this to the CAO for written authorization. A signed copy is to be provided to the Deputy Treasurer.

Advertisement

16.5 Advertisements for formal quotations will be drafted and may published on the Township's website. In addition, consideration should be given to other online websites or portals that may be utilized and have different advertising requirements.

16.6 At the discretion of the Department Head, the local newspaper may be used to advertise for formal quotations.

16.7 CFTA regulations apply to purchases of \$100,000 or greater for goods or services and \$250,000 or greater for construction. Advertising posting must be deemed "reasonable". The Township deems a minimum of 10 business days as "reasonable"

16.8 CETA regulations apply for purchases of \$340,600 or more for goods and services and \$8,500,000 for construction. These must be posted for a minimum of 40 calendar days. This may be reduced by 5 calendars days if the bid documents, submissions and tender documents are all done electronically.

Documents

16.9 The Department Head shall ensure that quotations are being sought and the necessary documents (as described below) are included and distributed as required.

- a) A clear description of the specific goods or services required. If alternative goods or services are acceptable, such shall be stated in the specifications.
- b) Any pertinent plans or drawings.
- c) The closing date and time for receipt of quotations, location where quotations are to be submitted and the name and phone number of the contact person.
- d) A copy of the Township's Procurement Policy.

16.10 Each vendor submitting a quotation shall provide a minimum of the following information:

- a) Name, address, phone and email of the vendor.
- b) Specifications of goods or services being quoted on.
- c) Warranty terms and conditions.
- d) Date of delivery.

- e) Price and period of validity.
- f) Tax registration number and amount of taxes payable
- g) Terms of payment.
- h) Signature of the vendor.
- i) For construction projects, WSIB clearance and appropriate insurance certificates.
- j) Applicable bid bonds, labour and material bonds, performance bonds, etc.

Quotation Requirements

16.11 All quotations shall be returned to the designated contact person who will record the date and time of receipt on the sealed envelope.

16.12 Quotations must be in the possession of the designated person on or before the closing date and time established for receipt of quotations. Quotations received after the closing time will not be considered and the vendor shall be advised that the quotation was received late and will be returned by regular mail.

16.13 The quotation must be legible, written in ink or typewritten and signed by an authorized person with authority to bind the vendor. Erasures, overwriting or strikeouts must be initialed by the official signing on behalf of the vendor. Where a discrepancy occurs between a unit rate or cost and the total for that item, the unit rate or cost shall determine the cost for that item.

16.14 All vendors requested to submit quotations shall be advised of all revisions, deletions, substitutions and additions to the specifications or of any extension to the closing time or of cancellation of the request for quotations. Vendors who have submitted quotations prior to notification of any change shall be given the opportunity to withdraw and resubmit their quotations.

16.15 Any vendor who has submitted a quotation may request that the same be withdrawn. A withdrawal request shall be made in writing to the designated person and the withdrawal shall be permitted if the request is made prior to the closing time. Withdrawn quotations shall be returned to the vendor unopened. The withdrawal of a quotation shall not disqualify a vendor from submitting another quotation. Withdrawal requests received after the closing time shall not be permitted. The vendor shall be informed that the withdrawal request was received after the closing time.

16.16 All quotations shall be kept confidential in a sealed envelope until after the closing date and time established for receipt.

Review and Acceptance of Quotations

16.17 All quotations submitted in accordance with the above terms and conditions shall be considered. After the closing time, the designated person shall promptly open all the Quotations and prepare a Summary of Quotations containing the name of each vendor, the general specifications and the total amount of each quotation including applicable sales taxes and applicable sales tax rebate. The

designated person and Department Head shall check the quotations to ensure that all requirements and conditions have been met. If a quotation is rejected based on a defect, the vendor shall be so advised.

16.18 Quotations shall be provided to Finance Department for review of financial calculations.

16.19 The lowest price may not necessarily be the best option for the Township. Selection of the preferred quotation is subject to the general provisions in Section 5 and considerations in Section 6.

17. PROCURING GOODS & SERVICES VALUED AT \$50,000 OR MORE

General Provisions

17.1 All goods and services required with a value of more than \$50,000 shall be procured through a public tendering process, unless a specific exemption is granted by Council.

Tender Advertisement

17.2 All tenders shall be advertised to the public. The Department Head shall determine the geographical scope of the advertising, and as a minimum, all tenders shall be advertised locally in at least one of the local newspapers, the Township website or on **government contract portals such as Biddingo.com, Canoe Procurement etc.**

17.3 The closing date for the tender shall be no sooner than three (3) weeks following publication in the local media unless the urgency of the requirement dictates otherwise and approval by resolution of Council has been obtained. Goods and services more than \$340,600 must be advertised for a minimum of 40 calendar days as per CETA regulations. Construction more than \$8,500,000. These costs reflect the cumulative cost of the contract and not simply one year.

17.4 Each advertisement for tender shall typically contain the following information:

- a) Location where tender documents may be obtained.
- b) Date and time of tender closing.
- c) General specifications of the goods or work to be performed.
- d) Name and phone number of contact person.
- e) Each tender advertisement shall contain the following statements:
 - i) "Tenders on the prescribed Tender Form and sealed in an envelope clearly marked as such will be received by the:

Corporation of the Township of North Glengarry
3720 County Road 34, RR#2, Alexandria, ON K0C 1A0

OR

Tenders must follow the instructions on the government contract portals

OR

Digital Tenders on the prescribed Tender Form in pdf format with the subject line corresponding to the Tender number will be received by email at "The contact persons email address":

- ii) "The lowest of any tender will not necessarily be accepted"

Tender Documents

17.5 The designated person shall prepare and distribute all necessary tender documents, including:

- a) Specifications of the work to be performed or the goods required including an estimate of quantities. If alternative goods or services are acceptable such shall be stated in the specifications.
- b) Any pertinent plans or drawings.
- c) Any requirements for bid deposits to be submitted with the tender submission.
- d) The closing date and time for receipt of tenders, location where tenders are to be submitted and the name and phone number of the contact person.
- e) A copy of the tender form, in accordance with subsection 17.11
- f) A list of additional documents that will be required from the successful bidder as part of the contract agreement.

17.6 Mailed in tenders submitted in a format other than the Tender Form supplied by the Township shall not be accepted. The Tender Form shall provide the bidder sufficient space to complete a minimum of the following information:

- a) Name, address, phone and fax number of bidder.
- b) Specifications of goods or services to be performed.
- c) Date of completion/delivery.
- d) Price, applicable taxes and terms of payment.
- e) Warranty terms and conditions.
- f) Any specific exclusions or limitations.
- g) Acknowledgment of receipt of addendums.
- h) Signature of the bidder.

Tender submitted through government procurement portals will have their own specified instructions for bidding.

Tender Requirements

17.7 The designated person responsible for the tender shall keep a list of all persons that obtained tender documents.

17.8 All revisions, deletions, substitutions and additions to the tendering material shall be prepared in writing by the designated person and a copy sent to each individual or company that obtained tender documents. If it is deemed necessary to extend the closing date, an advertisement setting out the new closing date shall be inserted in the publications originally used, and a copy of the extension information shall be mailed to each person or company that obtained tender documents. A copy of each addendum shall also be attached to each set of tender documents not yet distributed. Bidders who have submitted tenders prior to the release of an Addendum shall be given the opportunity to withdraw and resubmit their tenders in accordance with subsection 17.16.

17.9 When in the opinion of the Township it is advisable to cancel a tender call, an advertisement shall be inserted in the same publications originally used and on the Township's website stating that the tender has been cancelled, the reason for such cancellation and whether or not the tender will be recalled. Each person who obtained tender documents shall be notified in writing of the cancellation of the tender call and all tenders received shall be returned unopened to the bidder.

17.10 The Tender Form and documents may be submitted by mail, email, or on cooperative purchasing websites. Mailed documents must be submitted in a sealed envelope to: The Corporation of the Township of North Glengarry, 3720 County Road 34, RR#2, Alexandria, Ontario K0C 1A0 and shall be initialed and time and date stamped upon receipt. Tenders received on or before the date and time for closing of the tender shall become the property of the Township and shall be kept in safekeeping. Email addresses will be supplied by bidders for various items along with cooperative purchasing websites. All tenders received subsequent to the date and time for closing of the tender shall not be considered and shall be returned unopened to the bidder by regular mail or deleted from emails after advising the bidder that the document was received late.

17.11 Written tenders must be legible, written in ink or typewritten and must be signed by a duly authorized official of the bidding organization. Erasures, overwriting or strike-outs must be initialed by the official signing on behalf of the organization. Emailed or online government contract portals will have their own specific instructions to follow.

17.12 The estimate of quantities as shown in the tender document shall be used as a basis of calculation upon which the award of contract will be given consideration. These quantities are not guaranteed to be accurate and are furnished without any liability on the part of the Township.

17.13 Where sub-trades are to be used, a complete list showing sub-trade name, owners, phone numbers and addresses shall accompany the tender submission. The amount of indebtedness to the sub-trade for works to be performed shall be clearly shown on the list. Sub-trades may be changed by the main contractor but only on written approval by the Department Head.

17.14 Any correspondence by mail, telephone or email, pertaining to adjustments or corrections to a Tender already submitted, shall not be considered. A bidder wishing to adjust a tender must first withdraw the original tender in accordance with subsection 17.16 and resubmit the alternative bid on the prescribed Tender Form and in accordance with the provisions contained herein prior to the closing.

17.15 Any person who has submitted a bid on a tender may request that their tender be withdrawn. A withdrawal request shall be made in writing to the contact person and the withdrawal shall be permitted if the request is made prior to the closing time. Withdrawn tenders shall be returned unopened to the bidder. The withdrawal of a tender shall not disqualify a bidder from submitting another tender on the same contract. Withdrawal requests received after the tender has closed shall not be permitted. The bidder shall be informed, during or after the opening, that the withdrawal request was received after the closing time.

17.16 More than one tender from any individual firm, partnership, corporation or association under the same or different names for the same item will not be considered. Collusion between bidders will be sufficient cause of rejection of all affected tenders.

17.17 Tenders shall be accompanied by a bid deposit where required in the tender documents, in accordance with subsection 17.20.

17.18 The number of bids received and the names of bidders shall not be divulged prior to the Tender opening.

Bid Deposits

17.19 Bid deposits shall be required at the discretion of the Department Head. A bid deposit is a financial guarantee that if a bidder is successful in the award of the tender, the bidder:

- a) Will enter into an agreement within a specified amount of time.
- b) Will provide the specified security as required; and
- c) Will provide additional documentation as noted in the tender document.

17.20 Bid deposits are required to accompany any bid submissions for construction work exceeding \$100,000 or as deemed appropriate by the Department Head.

17.21 Bid deposits shall be no less than 5% of the estimated value of the work unless the work exceeds \$200,000 then the deposit shall be no less than 10%.

17.22 Acceptable forms of bid deposits include certified cheques, letters of credit or money orders, and **bid bonds** and shall be payable to The Corporation of the Township of North Glengarry.

17.23 All bid deposits **provided with mailed** tenders except for the two lowest bids are to be returned to the bidders within fifteen (15) business days after the bid closing unless some anomalies are found in the analysis of the two lowest bids in which case the third lowest bid deposit will also be retained. The remaining deposits shall be released after execution of the contract agreement and submission of all required documents.

17.24 If a bidder awarded a contract refuses or neglects to execute the contract agreement or to submit the required documents within three (3) weeks or by the time specified in the tender document, the Township at its sole discretion, may cash the deposit and such deposit shall be subject to forfeiture. Any bidder who has defaulted as herein shall have no claim whatsoever against the Township for such action taken by the Township.

17.25 Interest will not be paid on any bid deposit.

Tender Opening

17.26 Submissions in response to Requests for Tenders are not formally opened in public nor is it necessary to publicly disclose the prices or terms of a submission at the time of submission or Bid opening.

17.27 The designated person responsible for the tender shall open all submitted tenders and the Department Head or designate shall check the tenders to ensure that all tender requirements and conditions have been met. If an improper tender or a defect in the tender is discovered and if it is deemed necessary to reject the tender due to the improper or defective tender, the bidder shall be advised in writing that the tender has been rejected and reasons for same.

17.28 When the Department Head or designate is satisfied that the tender submission contains the proper forms and information, the name of the bidder, the general specifications and the total amount of each bid will be announced. All tender compliance will again be reviewed by the Department Head and financial particulars will be checked by the Treasurer or designate. Tenders containing prices that are unbalanced may be rejected. Whenever in a tender submission the tender amount for an item does not agree with the extension of the estimated quantity and the tender unit price, the unit price shall govern and the amount of the total tender price shall be corrected accordingly.

17.29 No announcement concerning the successful tender will be made at the tender opening. A complete report and analysis shall be prepared by the Department Head to be submitted to the appropriate approval authority in accordance with subsections 17.32 to 17.38.

17.30 The responsible department shall forward any certified cheques/security deposits to Treasury for safekeeping and the designated person responsible for the tender shall prepare a Summary of Tenders containing the name of each bidder, the general specifications and the total amount of each bid.

Acceptance of Tender

17.31 For expenditures up to \$100,000, the Department Head shall prepare a report to the CAO, including the Summary of Tenders, for approval to proceed with the preferred bid.

17.32 For expenditures in excess of \$100,000, the Department Head shall prepare a report to Council, including the Summary of Tenders with a recommendation for approval to proceed with the preferred bid. Final acceptance of the tender shall be in the form of a Council resolution.

17.33 The lowest price may not necessarily be the best value for the Township. Selection of the preferred quotation is subject to the general provisions in Section 5 and considerations in Section 6.

17.34 The Township reserves the right to reject any or all tenders and accept any tender considered best for its interest.

17.35 The successful bidder shall be advised by the designated person and, where appropriate, the contract documents shall be supplied for execution. Where contract documents are required or when the goods or services are to be delivered in the near future, the bidder shall be advised that documents must be signed or goods received or services performed by a specific date. Failure by the successful

bidder to comply with the above shall be grounds to permit the Township to accept the second most appropriate tender or cancel the contract and the bidder's security deposit shall be forfeit to the Township. Under CFTA/CETA regulations, within 72 days, Public Notice of Award must be posted on the tendering website for a reasonable amount of time including description of goods/services, name and address of successful supplier, value of tender and date of award.

17.36 All unsuccessful bidders, save and except the most appropriate candidate, shall be notified as to the name of the successful bidder and the deposit cheques or securities shall be returned with such notice within fifteen (15) working days. The deposit cheque or security of the top candidate shall be returned no later than the date of execution of the contract documents or delivery of the goods.

17.37 After notification of award, the successful bidder will be responsible for executing the contract agreement and to file satisfactory performance security (see subsections 8. 17.38 to 17.41), insurance policies (see subsections 17.42 to 17.45) and WSIB clearance letter, as required, with the Township within three (3) weeks of the date of the contract award and such shall be maintained until contract completion.

17.38 All participant bidders will be informed of the decision within five (5) working days and have the right to ask for the reasons as to why their bid was not selected under CFTA/CETA legislation.

Performance Security

17.39 Performance security is a guarantee of the full completion of all work as required in the bid document. Acceptable formats include:

- a) Performance Bond
- b) Labour and Material Bond
- c) Irrevocable Letter of Credit
- d) Certified cheque

17.40 Performance security is required for, but not limited to, construction, renovation, demolition, service contracts (when working on Township property), and supply and installation of equipment for expenditures exceeding \$50,000.

17.41 A Performance Bond and Labour and Materials Bond are required for all construction projects exceeding \$200,000 for a minimum of 50% of the bid amount. For all other requirements, the Department Head shall determine the financial amounts of the performance security.

17.42 All performance security must be in original form, signed and sealed as applicable. No faxes or photocopies will be accepted.

Insurance Certificate

17.43 The successful bidder shall at their own expense within 10 days of notification of acceptance and prior to the commencement of work, obtain and maintain until the termination of the contract or otherwise stated, provide the Township with evidence of:

Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$2,000,000. per occurrence / \$2,000,000. annual aggregate but recommends \$5,000,000 per occurrence/\$5,000,000 annual aggregate. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; broad form completed operations; owners & contractors protective; occurrence property damage; products; tenants' legal liability; employees as Additional Insured(s); contingent employers liability; cross liability and severability of interest clause.

If applicable, coverage shall not contain any exclusions of liability for damage, etc., to property, building or land arising from:

- a) The removal or weakening of support of any property, building or land whether such support is natural or otherwise,
- b) The use of explosives

Such insurance shall add the Corporation of the Township of North Glengarry as Additional Insured subject to a waiver of subrogation. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Township.

Automobile liability insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$5,000,000. inclusive for each and every loss.

17.44 The Policies shown above shall not be cancelled or materially changed unless the Insurer notifies the Township in writing at least thirty (30) days prior to the effective date of the cancellation or change. Any and all deductibles shall be the sole responsibility of the Named Insured and the Township shall bear no cost towards such deductible. Additionally, the Township shall not be responsible for any damage to the property / equipment owned by contractor.

17.45 The Township reserves the right to request additional insurance to address exposures.

17.46 The insurance policy will be in a form and with a company which are, in all respects, acceptable to the Township. The contractor shall provide the Town with a certificate of insurance evidencing the above noted cover prior to commencement of the operations.

17.47 In addition to the General insurance, the contractor shall provide evidence of valid WSIB or its equivalent.

18. REQUEST FOR PROPOSAL

18.1 Department Heads or the CAO may use a Request for Proposal (RFP) in place of a quotation or tender when goods and services cannot be specified or when alternative and innovative solutions are sought.

18.2 The RFP document should include the following but is not limited to:

- a) Introduction – general statements regarding the purpose of the RFP, background information, historical data, etc.
- b) Scope of work or deliverable – outline the objectives, goals and requirements.
- c) Evaluation criteria.
- d) The closing date and time for receipt of proposals, location where proposals are to be submitted and the name and phone number of the contact person.

18.3 The RFP process shall follow the same procedures outlined in Section 16 above for formal quotations except that the RFP document and evaluation criteria shall be approved by the Department Head and CAO prior to issuance of the Request for Proposal.

18.4 Depending on its terms, the process may involve negotiations subsequent to the submission of proposals on any or all of the specifications, contract terms, and prices.

18.5 Any expected budget variances shall be reported to Council and the CAO for approval as outlined in Section 9.2.

19. MULTI-YEAR CONTRACTS

19.1 To maintain competitive process for longer term services while providing the economies of continuous service, the Township may call for proposals for the following services for a maximum term of five (5) years:

- a) Banking;
- b) Consultants;
- c) Employee benefits brokers;
- d) Financial Auditors
- e) General Insurance brokers;
- f) Tax Sales Consultants;
- g) Construction Services;
- h) Materials and Supplies;
- i) Maintenance Services.

19.2 Multi-year service contracts shall be authorized by the CAO in consultation with the Department Head where the annual financial implications of said contract do not exceed the spending limit of the Department Head.

19.3 Multi-year service contracts shall be authorized by Council where the annual financial implication of said contract exceeds the spending limit of the Department Head. Spending limits for multi year contracts are based on the total life of the contract under CETA/CFTA legislation and appropriate approval limits must be considered (i.e. a 5-year contract at \$20,000/year equates to a total contract value of \$100,000 so Council approval is required).

19.4 Multi-year service contracts shall be authorized by Council where the annual financial implication of said contract exceeds \$100,000.

20. PROFESSIONAL SERVICES

20.1 An RFP shall be issued for the provision of insurance, audit and banking services for a term of five (5) years with a possible extension of an additional year.

20.2 Engineering services shall be procured through the following process:

- a) An RFP shall be issued for the provision of on-going general engineering support services with a value of \$50,000 or less per project for a term of five (5) years with a possible extension of an additional year.
- b) An Expression Of Interest (EOI) shall be issued to pre-qualify engineering consulting firms for the provision of on-going engineering services for a term of five (5) years with a possible extension of an additional year.
- c) The EOI shall be advertised and open to the public and shall identify the evaluation criteria established by the Department Head in consultation with the CAO and/or Treasurer. The criteria shall include, but is not limited to, the expertise and reputation of the firm being considered.
- d) The Department Head shall review the EOI submissions and prepare a report to Committee detailing the evaluation process and the selection of three (3) engineering firms. Final approval shall be provided by Council resolution.
- e) An RFP shall be issued to the pre-qualified firms for specific projects with engineering services with a value greater than \$50,000.

21. SINGLE SOURCE PURCHASING OR PURCHASING BY NEGOTIATION

21.1 Where a Department Head deems it appropriate or in the best interest of the Township to acquire goods or services from a particular source or by negotiation with one or more vendors, the formal purchasing process may be waived by Council under the following conditions:

- a) The good or service is only available from a sole source.
- b) Extension of an existing contract would prove more cost-efficient or beneficial.
- c) When the required item is in short supply due to market conditions.
- d) When it is necessary to ensure compatibility with existing products or to avoid violating warranty/guarantee requirements when service is provided.
- e) When two or more identical bids have been received.
- f) When no compliant or viable bids are received in a competitive process.

22. EMERGENCY PURCHASES

22.1 In the case of an emergency, during normal business hours, which requires the immediate purchase of goods or services, the following procedures are required:

- a) The Department Head, or designate, shall be authorized to purchase the necessary goods or services with a value of \$25,000 or less upon consent of the CAO and shall report all such actions to Council.
- b) The CAO or Department Head shall be authorized to purchase the necessary goods or services with a value of more than \$25,000 upon consent of the Mayor and shall report all such actions to Council.

22.2 In the case of an emergency, outside of normal business hours, which requires the immediate purchase of goods or services to prevent serious delays in the operation of the department or further damage, or to restore minimum services, the Department Head, or designate, may purchase the necessary goods or services and shall report all such actions to the CAO and Council.

23. SEVERABILITY

23.1 If a court of competent jurisdiction should declare any section or part of a section of this By-Law to be invalid such section or part of a section shall not be construed as having persuaded or influenced Council to pass the remainder of this By-law and it is hereby declared that the remainder of this By-law shall be valid and shall remain in force.

23.2 Where the provisions of this By-law conflict with the provisions of any other By- law or Act, the more restrictive provisions shall apply.

PROCUREMENT POLICY

Exemptions

1. Petty Cash items not exceeding \$100;

2. Training and Education including:

- a) Conferences;
- b) Courses;
- c) Conventions;
- d) Memberships;
- e) Seminars;
- f) Periodicals;
- g) Staff and Council training;
- h) Staff and Council development;
- i) Staff and Council workshops.

3. Employee Expenses including:

- a) Meal allowances.
- b) Travel and hotel accommodations.
- c) Miscellaneous non-travel.

4. Employer's General Expenses including:

- a) Payroll deduction remittances;
- b) Licenses (vehicles, elevators, radios etc.);
- c) Debenture payments;
- d) Grants to agencies;
- e) Payments of damages;
- f) Tax remittances;

- g) Charges to/from other Government or Crown Corporations;
- h) Employee income including remuneration for Council, Committees, Appointees and Volunteer Firefighters;
- i) Lease payments.

5. Professional and Special Services including;

- a) Witness fees;
- b) Arbitrators;
- c) Legal settlements;
- d) Insurance claims;
- e) Software Maintenance or License Fees
- f) Real estate appraisals;
- g) Legal services;
- h) Surveying services.

6. Utilities including:

- a) Postage;
- b) Water and sewer charges;
- c) Hydro, natural gas;
- d) Telecommunications.

SCHEDULE "B" TO BYLAW
PROCUREMENT POLICY - SUMMARY OF THRESHOLDS

Purchase Threshold	Purchase Type	Method	Advertising	Approval
Up to and including \$5,000	Standard inventory item, small equipment, services or facilities in order to maintain a required level of service	Verbal quotes	Not required	Department Head shall authorize individuals to purchase and limits on spending authority
Over \$5,001 up to and including \$10,000	Informal quotation	Two verbal or written quotes should be obtained	Not required	Department Head approval required prior to purchase transaction
Over \$10,001 up to and including \$25,000	Informal quotation (RFQ)	Every reasonable effort shall be made to obtain a minimum of three (3) written or verbal quotes	All the discretion of the Department Head	Department Head approval required prior to purchase transaction
Over \$25,001 up to and including \$50,000	Tender, Request for Proposal or Formal Request for Quote (RFT, RFP, RFQ)	Formal competitive bid process administered by authorized personnel of the requesting department - 3 written quotes (if possible) for consideration	Advertised on the Township website and/or other procurement websites.	CAO approval required prior to purchase

Over \$50,000	Formal Tender	Formal competitive bid process administered by authorized personnel	Public advertisement in local publications and advertised on the Township website	CAO approval required if purchase is less than \$100,000. Council approval required prior to purchase when \$100,000 is exceeded.
Single Source Purchasing	Single or sole source	Purchase process at the discretion of Department Head and CAO	Not applicable	Requesting Department must obtain council approval to award
Emergency Purchase	Purchase as per emergency procedures	Process at the discretion of the Department Head and CAO	Not applicable	Department Head must first obtain the approval of the CAO. Report to council at the first meeting following the emergency.
Multi Year Contracts	Contracted services with a term or more than one year	Formal competitive bid process administered by authorized personnel of the requesting department - 3 written quotes (if possible) for consideration	Advertised on the Township website and/or other procurement websites.	Total cost of the entire contract over the term determines approval authority.

Revised: June 15, 2023

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THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY

BY-LAW NO. 18-2023

BEING a by-law to approve a Procurement Policy for the Township of North Glengarry.

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

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

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

AND WHEREAS the *Municipal Act, 2001* c. 25, Part VI, s. 270 requires a municipality to establish a policy regarding the purchase of goods, services, construction and professional services;

AND WHEREAS the *Accessibility for Ontarians with Disabilities Act, 2005, S.O 2005*, c. 11 requires that municipalities shall establish a policy that will regard for the accessibility for persons with disabilities to respond to goods and services purchased by the Township;

AND WHEREAS the Canada Free Trade Agreement (CFTA) and Comprehensive Economic Trade Agreement (CETA) have provided changes to expand market opportunities;

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

1. **THAT:** The revised Procurement Policy attached to and forming part of this by-law be approved;
2. **THAT:** by-law No. 15-2021 be and is hereby repealed;
3. **THAT:** This by-law shall come into force and effect on the date of its final passage.

READ a first, second, third time and enacted in Open Council this 26th day of June, 2023.

Clerk/Deputy Clerk

Mayor

I hereby certify this to be a true copy of By-law 18-2023, and that such by-law is in full force and effect.

Date Certified

Clerk/Deputy Clerk



STAFF REPORT TO COUNCIL

Report No: BP-2023-16

March 21, 2023

From: Jacob Rheume – Chief Building Official / Director of Building, By-law & Planning

RE: **Administrative Monetary Penalties By-law No. 20-2023**

Recommended Motion:

THAT the Committee of the Whole of the Township of North Glengarry recommends the approval of By-law 20-2023 Administrative Monetary Penalties (AMPS).

Background / Analysis:

During the March 27, 2023 Committee of the Whole Meeting, Council had approved staff to propose an Administrative Monetary Penalties (AMPS) By-law.

The use of Administrative Monetary Penalties (AMPS) in the province of Ontario is an emerging municipal approach to dealing with parking and by-law infractions in a manner that is fair, effective, and efficient. This compliance tool has been adopted by numerous Ontario municipalities and is being used by many municipal law enforcement officers and police services, such as OPP.

Authorized under section 434.1 of the *Municipal Act*, the AMP process means that fines that under the Township's Bylaws can now be issued and resolved directly at the municipal level (Township). The purpose of the change is to provide an expedited resolution for bylaw violations and reduce the number of minor violations processed through the Provincial Offences Court system.

Municipal Enforcement Officers and the OPP will still be able to issue fines through the standard process (POA), meaning that a fine under a Township bylaw may still result in a Part I or III Court Summons (Part II are parking tickets).

Administrative monetary penalties systems (AMPS) are a civil (rather than quasi-criminal) mechanism for enforcing compliance with regulatory requirements. They are an effective, quick, clear and tangible way for regulators to respond to infractions of the law. In practice, a monetary penalty is assessed and imposed in the form of a notice with a prescribed date and time for payment. While monetary penalties do not lead to convictions or pose a risk of imprisonment, administrative decisions may still be made (i.e.. demerit points, driver license suspensions) further down the process with the Ministry of Transportation.

A Penalty Notice is the same as a "ticket" except that it requires payment of a penalty instead of a fine. The Penalty Notice is issued by a Municipal By-Law Enforcement Officer to an individual or corporation when they have committed a by-law infraction.

Because AMPS are imposed without a court hearing, other protections are put in place (i.e. unbiased decision maker, right to be heard) to ensure that the process for imposing a penalty is fair and in accordance with the principles of natural justice. AMP systems have been upheld by the courts as appropriate for matters under provincial control. Many municipalities and cities have already or are in the process (some in SDG) to implement the AMP program.

This would differ from the standard process because normally, fines issued under Township Bylaws are permitted by Provincial Offences Act and are processed by the Provincial Offences Court system. Those who receive a ticket under the Provincial Offences Act may request a trial in the Provincial Offences Court. Operations at the provincial level have had a significant backlog.

AMPS have been found to be an effective alternative to the court system for processing minor by-law violations and in cases where delayed adjudication may encourage continued non-compliance.

The AMP process is similar to the current process for municipal parking infractions:

- Those who are alleged to have contravened the bylaw receive a penalty notice, instead of a Provincial Offences Act ticket.
- They may appeal to a Screening Officer (someone in the Township staff such as the Clerk or Deputy Clerk) that would evaluate the merits of the penalty notice and make their decision to modify, cancel, or affirm penalties.
- If not satisfied by the decision, they may take the matter to an external Hearing Officer (someone not in the Township staff, unbiased, but with knowledge in the “by-law enforcement”, such as a by-law enforcement officer from another Township). The decision of the Hearing Officer is final, and there is no further level of appeal.
- The Township also retains the ability to lower the fine or to pull it completely if it is compelled by either the Screening Officer or the Hearing Officer to do so.
- There is also no need for the Township to retain council for this process as it is all handled internally for a true cost and time savings.

- The Township also retains all the monetary fines as opposed to splitting it up with the court system.
- Time and cost savings to either the bylaw officer, building inspector and/or the Police officers not having to attend court. Once the ticket/penalty is given it is then out of the hands of the Officers.
- Set fines are now granted through Council as opposed to sending it out to a judge to grant permission which saves time because this process may take several months.
- We can also, through the AMP program, tier our tickets. i.e. 1st infraction \$40.00, 2nd \$100.00, 3rd \$250.00, which can be a greater deterrent to repeat offenders.

Penalty Notice can be issued through the following methods which makes the issuance of fines much easier and more convenient:

- In person
- Through regular mail to the individual's last known address
- Through registered mail to the individual's last known address
- By facsimile (fax) to the individual's last known facsimile transmission number
- By email to the individual's last known email address
- On vehicle

The proposed By-law is setup as follows:

- Section 1 - **SHORT TITLE**
- Section 2 - **DEFINITIONS**
- Section 3 - **APPLICATION OF THIS BY-LAW**
- Section 4 - **PENALTY NOTICE**
- Section 5 - **VOLUNTARY PAYMENT OF PENALTY NOTICE**
- Section 6 - **REVIEW BY SCREENING OFFICER**
- Section 7 - **REVIEW BY HEARING OFFICER**
- Section 8 - **SERVICE OF DOCUMENTS**
- Section 9 - **ADMINISTRATION**
- Section 10 - **SEVERABILITY**
- Section 11 - **ENTRY ON LAND & INSPECTIONS**
- Section 12 - **INTERPRETATION**
- Section 13 - **EFFECTIVE DATE**
- Section 14 - **MINOR CORRECTIONS**

The following By-laws are the ones staff selected to be part of the AMP By-law. They were selected mostly based on compliance efficiency, for example, the Zoning By-law is not part of the AMP By-law as a fine would not result in a landowner “complying” with a zoning infraction, the typical route using Provincial Courts would still need to be taken to achieve a Zoning Compliance. On the contrary, for a Clean Yards infraction, or long grass, a quick fine can easily result in an owner deciding to simply do the required work to avoid any further fines, which are as easily issued.

- **Parking Enforcement By-law**
- **Clean Yards By-Law**
- **Nuisance By-law**
- **Animal at Large By-law**
- **Keeping of Dogs By-law**
- **Pound Keeper By-law**
- **Littering By-law**
- **Swimming Pools By-law**
- **Clear Cutting By-law**
- **Open Air Burning By-law**
- **Property Standards By-law**

Any other by-law can be added later, and fines can be adjusted. The enforcement by-law officer will evaluate the effectiveness of the AMP by-law and adjustments will be made. The screening officers and hearing officers will also have to be selected, as per the By-law, before the fines can be issued as the person receiving the fine is allowed to have the penalty reviewed, therefore all must be in place before the enforcement officer can start issuing fines, the compensation will also be evaluated. Staff is very confident this will help as the current system is very time consuming and expensive for appeal. This will also help with most of the by-law infractions.

Financial Implications:

No financial implications to the Township

Attachments & Relevant Legislation:

Proposed By-law 20-2023

Others Consulted:

Todd McDonell – Municipal Enforcement By-law Officer

Reviewed and approved by:
Sarah Huskinson, CAO/Clerk

THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY

BY-LAW No. 20-2023

Being a By-law to establish an Administrative Monetary Penalty System in the Township of North Glengarry.

WHEREAS Section 102.1 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, (the “Municipal Act”) and Ontario Regulation 333/07 (the “Regulation”) authorize The Corporation of the Township of North Glengarry (the “Township”) to require a person to pay an administrative penalty for a contravention of any by-law respecting the parking, standing or stopping of vehicles;

AND WHEREAS Section 434.1 of the *Municipal Act* authorizes the Township to require a person, subject to such conditions as the Township considers appropriate, to pay an administrative penalty if the Township is satisfied that the person has failed to comply with a by-law of the Township;

AND WHEREAS Sections 23.2, 23.3 and 23.5 of the *Municipal Act* authorize the Township to delegate its administrative and hearing powers;

AND WHEREAS Section 391 of the *Municipal Act* authorizes the Township to pass by-laws imposing fees or charges for services or activities provided or done by or on behalf of it;

AND WHEREAS the *Municipal Act, 2001* further authorizes the Township, amongst other things, to delegate its authority, to impose fees or charges on persons for services or activities provided or done by or on behalf of it, to provide for inspections and inspection orders, and to make orders to discontinue activity or to do work;

AND WHEREAS Section 15.4.1(1) of the *Ontario Building Code Act, 1992*, S.O. 1992, c. 23 as amended, authorizes the Township to require a person, subject to such conditions as the municipality considers appropriate, to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with a By-law of the municipality; and

AND WHEREAS Section 15 of the *Police Services Act, R.S.O. 1990*, c.P15 of the police services Act, R.S.O. 1990, c.P.15 as amended, the Council of the municipality may appoint Municipal Law Enforcement Officers who shall be Peace Officers for the purpose of enforcing by-laws of the municipality.

AND WHEREAS the Council of the Township considers it desirable and necessary to provide for a system of administrative penalties and administrative fees for the designated Township by-laws, or portions of the designated Township by-laws;

AND WHEREAS the Council of the Township is of the opinion that the delegations of legislative power under this By-law to the Director, the Clerk, to Hearing Officers and to Screening Officers are of a minor nature having regard to the number of people, the size of the geographic area, and the time period affected by the exercise of such delegated power;

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

1.0 SHORT TITLE

- 1.1 This By-law may be referred to as the “Administrative Monetary Penalty System By-law” or the “AMPS By-law.”

2.0 DEFINITIONS

2.1 In this By-law:

“Administrative Fee” means any fee specified in this By-law or set out in Schedule “B”;

“Administrative Penalty” means an administrative penalty established by this By-law or set out in the attached Schedule “A” for a contravention of a Designated By-law;

“AMPS” means Administrative Monetary Penalty System;

“Authorized Representative” means someone appearing on behalf of a Person in accordance with a written authorization provided upon request to the Director, and who is not required to be licensed by any professional body;

“Clerk” means the Township Clerk, or any person designated by them;

“Council” means Council of the Corporation of the Township of North Glengarry;

“Day” means any calendar day;

“Designated By-law” means a by-law, or a part or provision of a by-law, that is designated under this or any other by-law, and listed in the attached Schedule “A” to which the AMPS applies;

“Director” means the Director of Building, By-Law & Planning or designate;

“Extension Period” means a period from time to time established by the Director and set down in a Corporate Policy;

“Hearing Non-appearance Fee” means an Administrative Fee established by Council from time to time in respect of a Person’s failure to appear at the time and place scheduled for a review before a Hearing Officer, and listed in Schedule “B”;

“Hearing Decision” means a notice that contains a decision made by a Hearing Officer;

“Hearing Officer” means a person appointed by Council who performs the functions of a Hearing Officer in accordance with Section 7.0 of this By-law, and pursuant to the Township’s Screening and Hearing Officer By-law No. XX-2023;

“Holiday” means a Saturday, Sunday, any statutory holiday in the Province of Ontario, or any Day the offices of the Township are officially closed for business;

“Late Payment Fee” means an Administrative Fee established by Council from time to time in respect of a Person’s failure to pay an Administrative Penalty within the time prescribed in this By-law, and listed in Schedule “B”;

“MTO Search Fee” means an Administrative Fee established by Council from time to time for any search of the records of, or any inquiry to, the Ontario Ministry of Transportation (MTO), related authority, and listed in Schedule “B”;

“NSF Fee” means an Administrative Fee established by Council from time to time in respect of payment by negotiable instrument or credit card received by the Township from a Person for payment of any Administrative Penalty or Administrative Fee, which has insufficient funds available in the account on which the instrument was drawn, and is listed in Schedule “B”;

“Officer” means an officer of the municipality responsible, or appointed, for enforcement of by-laws or a police officer or a peace officer appointed under the police Services Act;

“Penalty Notice” means a notice given to a Person pursuant to Section 4 of this By-law;

“Penalty Notice Date” means the date of the contravention specified on the Penalty Notice in accordance with Section 4 of this By-law;

“Penalty Notice Number” means the number specified on the Penalty Notice pursuant to Subsection 4 of this By-law;

“Person” includes an individual or a business name, sole proprietorship, corporation, partnership, or limited partnership, or an authorized representative thereof, and, in relation to vehicle, parking or traffic-related contraventions, whose name appears on the vehicle permit as provided by the Ontario Ministry of Transportation. If the vehicle permit consists of a vehicle portion and license plate portion, and different persons are named on each portion, the person whose name appears on the license plate portion, as provided by the Ontario Ministry of Transportation, is the person for the purposes of this By-law;

“Plate Denial Fee” means an Administrative Fee established by Council from time to time in respect of a Person’s failure to pay within the time prescribed prior to a request for plate denial, and listed in Schedule “B”;

“Regulation” means Ontario Regulation 333/07 under the Municipal Act;

“Request for a Review by a Hearing Officer” means the request which may be made in accordance with Section 7.0 of this By-law for the review of a Screening Decision;

“Request for a Review by a Screening Officer” means the request which may be made in accordance with Section 6.0 of this By-law for the review of a Penalty Notice;

“Request for Review Form” means the prescribed form to be used to request a Review by a Screening or Hearing Officer, attached hereto as Schedule “C”;

“Review by a Hearing Officer” and **“Hearing”** mean the process set out in Section 7.0 of this By-law;

“Review by a Screening Officer” and **“Screening”** means the process set out in Section 6.0 of this By-law;

“Second Offence Set Penalty” means the second offence set penalty set out in Schedule “B” Column 5 for the related contravention if the same violation is repeated by the same person within one (1) calendar year of the previous Penalty Notice being issued in accordance with this By-law;

“Screening Decision” means a notice which contains the decision of a Screening Officer, delivered in accordance with Section 6.13 of this By-law;

“Screening Officer” means a person appointed by Council who performs the functions of a Screening Officer in accordance with Section 6.0 of this By-law, and pursuant to the Township’s Screening and Hearing Officer By-law No. 20-2023;

“Third Offence Set Penalty” mean the third offence set penalty set out in Schedule “B” Column 6 for the related contravention if the same violation is repeated by the same person within one (1) calendar year of the previous Penalty Notice being issued in accordance with this By-law; and

“Township” or “Municipality” means the Corporation of The Township of North Glengarry.

3.0 APPLICATION OF THIS BY-LAW

- 3.1 The Township By-laws, or portions of Township By-laws, listed in Schedule “A” of this By-law shall be Designated By-laws for the purposes of sections 102.1 and 151 of the *Municipal Act* and paragraph 3(1)(b) of the Regulation. The attached Schedule “A” sets out the Administrative Penalty and may include short form language to be used on Penalty Notices, for the contraventions of Designated By-laws.
- 3.2 Schedule “B” of this By-law shall set out Administrative Fees imposed for the purposes of this By-law.
- 3.3 The *Provincial Offences Act*, R.S.O. 1990. C.P.33, as amended, does not apply to a contravention of the Designated By-law for the purpose of this By-law.

4.0 PENALTY NOTICE

- 4.1 Every Person who contravenes a provision of a Designated By-law shall, upon issuance of a Penalty Notice, be liable to pay the Township an Administrative Penalty in the amount specified in the attached Schedule “B” to this By-law.
- 4.2 An Officer who has reason to believe that a Person has contravened any Designated By-law may issue a Penalty Notice as soon as reasonably practicable.
- 4.3 A Penalty Notice shall include the following information, as applicable:
 - 4.3.1 The Penalty Notice date;
 - 4.3.2 A Penalty Notice number;
 - 4.3.3 The date on which the Administrative Penalty is due and payable;
 - 4.3.4 The identification number and signature of the Officer;
 - 4.3.5 The contravention wording as listed in the attached Schedules, or other particulars reasonably sufficient to indicate the contravention;
 - 4.3.6 The amount of the Administrative Penalty;
 - 4.3.7 Such additional information as the Director determines is appropriate, respecting the process by which a Person may exercise the right to request a Screening Review of the Administrative Penalty; and
 - 4.3.8 A statement advising that an unpaid Administrative Penalty, including any applicable Administrative Fee(s), will constitute a debt of the Person to the Township unless cancelled pursuant to Screening Review of Hearing process
- 4.4 The amount due for a Penalty Notice is:
 - 4.4.1 The set penalty amount date on which the Administrative Penalty is due and payable, fifteen (15) days from service of the Penalty Notice;
 - 4.4.2 The second offence Administrative Penalty set out in Schedule “B” for the related contravention if the same violation is repeated by the same person within one (1) calendar year of the previous Penalty Notice being issued in accordance with this By-law; or

- 4.4.3 The third offence Administrative Penalty set out in Schedule “B” for the related contravention if the same violation is repeated by the same person, three (3) or more times, within one (1) calendar year of the previous Penalty Notice being issued in accordance with this By-law.
- 4.5 In addition to the service methods provided in Section 8.0 “Service of Documents” of this By-law, an Officer must serve the Penalty Notice:
 - 4.5.1 When relating to a parking or traffic-related contravention, the Person having care and control of the vehicle at the time of the contravention, within seven (7) days of the contravention; or
 - 4.5.2 For all other contraventions, within thirty (30) days of the contravention.
- 4.6 A Person who is served with a Penalty Notice and who does not pay the amount of the Administrative Penalty on or before the date on which the Administrative Notice is due and payable, shall also pay the Township any applicable Administrative Fee(s) as specified in the attached Schedule “B” to this By-law

5.0 VOLUNTARY PAYMENT OF PENALTY NOTICE

- 5.1 Where a Penalty Notice has been paid, the Penalty Notice shall not be subject to any further review.
- 5.2 A Penalty Notice shall be deemed to have been paid when the amount and all fees prescribed in Schedule “B” have been paid.

6.0 REVIEW BY SCREENING OFFICER

- 6.1 A Person who is served with a Penalty Notice may request that the Administrative Penalty be reviewed by a Screening Officer and shall do so on or before the date on which the Administrative Penalty is due and payable, as defined in Section 4.3.3, and in accordance with the process set out in Section 6.4.
- 6.2 If a Person has not requested a Review by a Screening Officer on or before the date on which the Administrative Penalty is due and payable, the Person may request that the Director extend the time to request a Screening Review to a date that is no later than forty-five (45) days after the Penalty Notice Date, as defined in Section 4.3.3, and in accordance with the process set out in Section 6.4.
- 6.3 A Person’s right to request an extension of time for a Screening Review expires, if it has not been exercised, on or before forty-five (45) days after the Penalty Notice Date, at which time:
 - 6.3.1 The Person shall be deemed to have waived the right to request a Review by a Screening Officer or request an extension of time for a Screening Review;
 - 6.3.2 The Administrative Penalty shall be deemed to be confirmed; and
 - 6.3.3 The Administrative Penalty shall not be subject to any further review, including a review by any Court.
- 6.4 A Person’s Request for a Review by Screening Officer or request for an extension of time to request a Review by a Screening Officer shall be exercised by a submission by email, mail or fax transmission, using the Request for Review Form, attached hereto as Schedule “D” or Schedule “E” and in accordance with the directions included therein.

- 6.4.1 Requests for a Review by a Screening Officer that are not in the prescribed format shall be deemed to be invalid.
- 6.5 A Request for Review by a Screening Officer or request for an extension of time to request a Review by a Screening Officer shall be served in accordance with the provisions of Section 8.5 of this By-law.
- 6.6 A Request for Review by a Screening Officer or a request for an extension of time to request a Review by a Screening Officer shall only be scheduled by the Director if the Person makes the request on or before the dates established by Sections 6.1 or 6.2 of this By-law.
- 6.7 The Director may grant a request to extend the time to request a Review by a Screening Officer where the Person demonstrates, to the satisfaction of the Director in their sole discretion, that the existence of extenuating circumstances prevented the filing of the request within the prescribed timeline.
- 6.8 Where an extension of time to request a Review by a Screening Officer is not granted by the Director, the Administrative Penalty and any applicable Administrative Fee(s) shall be deemed to be confirmed. Notice of this decision will be provided by the Director to the Person in accordance with Section 8.0.
- 6.9 Where an extension of time to request a Review by a Screening Officer is granted by the Director, or when a Review by a Screening Officer has been requested in accordance with this Section, confirmation of said extension or receipt of said request shall be provided in accordance with Section 8.0.
- 6.10 On a Review by a Screening Officer of an Administrative Penalty, the Township will direct that the Review by a Screening Officer to proceed by way of a written screening unless, in the Township's discretion, an in-person or telephone appointment is required.
- 6.11 Where a Person fails to provide requested documentation in accordance with a request by a Screening Officer:
- 6.11.1 The Person shall be deemed to have abandoned the request for a Review by a Screening Officer of the Administrative Penalty;
 - 6.11.2 The Administrative Penalty as set out in the Penalty Notice shall be deemed to be confirmed;
 - 6.11.3 The Administrative Penalty shall not be subject to any further review, including a review by any Court; and
 - 6.11.4 The Person shall pay to the Township the Administrative Penalty, and any other applicable Administrative Fee(s).
- 6.12 On a Review by a Screening Officer of an Administrative Penalty, the Screening Officer may:
- 6.12.1 Affirm the Administrative Penalty if the Person has not established on a balance of probabilities that the Designated By-law(s) was not contravened as described in the Penalty Notice; or
 - 6.12.2 Cancel, reduce the penalty and/or extend the time for payment of the Administrative Penalty, including any Administrative Fee(s), where, in the sole discretion of the Screening Officer, doing so would maintain the general intent and purpose of the Designated By-law, and/or any of the following circumstances exist:

- 6.12.2.1 Defective form or substance on the Penalty Notice;
 - 6.12.2.2 Service of the Penalty Notice did not occur in accordance with Section 8.0; or
 - 6.12.2.3 Undue financial hardship.
- 6.13 After a Review by the Screening Officer, the Screening Officer shall issue a Screening Decision to the Person, delivered in accordance with Section 8.0 of this By-law.
- 6.14 A Screening Officer has no authority to consider questions relating to the validity of a statute, regulation or by-law or the constitutional applicability or operability of any statute, regulation or by-law.
- 6.15 A Person's Request for a Review by a Screening Officer shall take place within 45 days upon receipt of the Request for Review form.

7.0 REVIEW BY HEARING OFFICER

- 7.1 A Person may Request for a Review by a Hearing Officer within thirty (30) days of issuance of a Screening Decision.
- 7.2 If a Person has not requested a Review by Hearing Officer on or before the date on which the Administrative Penalty is due and payable, the Person may request that the Director extend the time to Request for a Review by Hearing Officer to a date that is no later than forty-five (45) days after the Screening Decision date, in accordance with the process set out in Section 7.4.
- 7.3 A Person's right to request an extension of time to Request for a Review by a Hearing Officer expires, if it has not been exercised, on or before forty-five (45) days after the Screening Decision date, at which time:
 - 7.3.1 The Person shall be deemed to have waived the right to request a Review by a Hearing Officer or request an extension of time for a Review by a Hearing Officer;
 - 7.3.2 The Screening Decision shall be deemed to confirmed; and
 - 7.3.3 The Administrative Penalty shall not be subject to any further review, including a review by any Court.
- 7.4 A Person's Request for a Review by a Hearing Officer or request for an extension of time to request a Review by a Hearing Officer is exercised by a submission by email, mail or fax transmission, using the Request for Review Form, attached hereto as Schedule "D", or Schedule "F", and in accordance with the directions included therein.
 - 7.4.1 Requests for a Review by a Hearing Officer that are not in the prescribed format shall be deemed to be invalid.
- 7.5 A Request for a Review by a Hearing Officer or request for an extension of time to request a Review by a Hearing Officer shall be served in accordance with the provisions of Section 8.5 of this By-law.
- 7.6 A Request for a Review by a Hearing Officer or a request for an extension of time to request a Review by a Hearing Officer shall only be scheduled by the Director if the Person makes the request on or before the dates established by Sections 7.1 or 7.2 of this By-law.
- 7.7 The Director may grant a request to extend the time to request a Review by Hearing Officer only where the Person demonstrates, to the satisfaction of the Director in his/her sole discretion, that they were not served in accordance with Section 8.0 of the By-law. by Hearing Officer has been requested in accordance with this Section, a Notice of a Hearing will be provided in accordance with Section 8.0 of this By-law.

- 7.8 Where an extension of time to request a Review by Hearing Officer is granted by the Director, or when a Review by Hearing Officer has been requested in accordance with this Section, a Notice of a Hearing will be provided in accordance with Section 8.0 of this By-law.
- 7.9 Where a Person fails to appear at the time and place scheduled for a Hearing:
- 7.9.1 The Person shall be deemed to have abandoned the Request for a Review by a Hearing Officer;
 - 7.9.2 The Screening Decision and the Administrative Penalty and any Administrative Fee(s) shall be deemed to be confirmed;
 - 7.9.3 The Screening Decision and the Administrative Penalty and any Administrative Fee(s) shall not be subject to any further review, including a review by any Court; and
 - 7.9.4 The Person shall pay to the Township a Hearing Non-appearance Fee, Late Payment Fee, MTO Fee if applicable, and any other applicable Administrative Fee(s).
- 7.10 A Review by a Hearing Officer shall be conducted in accordance with the *Statutory Powers and Procedures Act, R.S.O. 1990, c. S.22*, as amended.
- 7.11 The parties to a Review by a Hearing Officer shall be the Person seeking review and the Township, who may attend through the Director, a Screening Officer, an Officer, the Township Solicitor, or a delegate of any of the above persons.
- 7.12 Any information contained in the Penalty Notice is admissible in evidence as proof of the facts certified in it, in the absence of evidence to the contrary. If a Person wishes to challenge the facts contained in the Penalty Notice, they shall mark the Request for Review Form accordingly.
- 7.13 Upon the conclusion of a Review by a Hearing Officer, the Hearing Officer may:
- 7.13.1 Confirm the Screening Decision; or
 - 7.13.2 Cancel, reduce the penalty and/or extended the time for payment of the Administrative Penalty, including any Administrative Fee(s), on the following grounds:
 - 7.13.2.1 Where the Person establishes on a balance of probabilities that the Designated By-law(s) as described in the Penalty Notice was not contravened; or
 - 7.13.2.2 Where the Person establishes on a balance of probabilities that the cancellation, reduction or extension of time for payment of the Administrative Penalty, including any Administrative Fee(s), is necessary to relieve any undue financial hardship.
- 7.14 A Hearing Officer has no authority to consider questions relating to the validity of a statute, regulation or by-law or the constitutional applicability or operability of any statute, regulation or by-law.
- 7.15 After a Review by a Hearing Officer is complete, the Hearing Officer shall issue a Hearing Decision to the Person, and deliver it in accordance with the Hearing Officer By-law.

7.16 The decision of a Hearing Officer is final.

7.17 A Person's Request for a Review by a Hearing Officer shall take place within 45 days upon receipt of the Request for Review form.

8.0 SERVICE OF DOCUMENTS

8.1 Any notice or decision, including a Penalty Notice, made pursuant to this By-law, when served in any of the following ways, is deemed effective:

8.1.1 Immediately, when a copy is delivered by personal service to the Person to whom it is addressed or, in the case of a Penalty Notice relating to a parking or traffic-related contravention, by affixing it to the vehicle in a conspicuous place at the time of the contravention;

8.1.2 On the fifth (5th) day following the date a copy is sent by registered mail to the Person's last known address;

8.1.3 Immediately upon the conclusion of a copy by facsimile transmission to the Person's last known facsimile transmission number; or

8.1.4 Immediately upon sending a copy by electronic mail (i.e. email) to the Person's last known electronic mail address.

8.2 For the purposes of subsections 8.1.2, 8.1.3 and 8.1.4 of this By-law, a Person's last known address, facsimile number, and electronic mail address includes an address, facsimile number and electronic mail address provided by the Person to the Township.

8.3 If a notice document that is to be given or delivered to a Person under this By-law is mailed to the Person at the Person's last known address appearing on the records of the Township as part of a proceeding under this By-law, or sent electronically to an email address that was provided by the Person, there is a presumption that the notice or document is given or delivered to the Person.

8.4 A Person shall keep their contact information for service current by providing any change in address, facsimile, or electronic mail address to the Director, immediately. Failure to comply with this section shall be considered by the Director when a person makes a request for an extension of time to Request a Review by a Screening Officer pursuant to Section 6.2 or a Request for a Review by a Hearing Officer pursuant to Section 7.4.

8.4.1 Absent extenuating circumstances, the Director shall not grant an extension of time on the basis that a Person did not receive notice where that Person has failed to keep their contact information up to date as required by this part.

8.5 Where this By-law requires service by a Person at the Township, service shall be addressed to the Director, and shall be deemed effective:

8.5.1 Immediately, when a copy is delivered by personal service to the Director at the location prescribed on the applicable form or notice;

8.5.2 On the fifth (5th) day following the date a copy is sent by registered mail to the location prescribed on the applicable form or notice; or

8.5.3 Immediately, with respect to electronic mail or upon the conclusion of a copy by facsimile transmission to the facsimile number listed on the applicable form or notice.

9.0 ADMINISTRATION

- 9.1 The Director shall administer this By-law and establish any additional practices, policies and procedures necessary to implement this By-law and may amend such practices, policies and procedures from time to time as the Director deems necessary, without amendment to this By-law.
- 9.2 The Director shall prescribe all forms and notices, including the Penalty Notice, necessary to implement this By-law and may amend such forms and notices from time to time as the Director deems necessary, without amendment to this By-law.
- 9.3 Any Administrative Fee(s) prescribed within Schedule “B” of this By-law shall be added to and be deemed part of the penalty amount unless otherwise rescinded by the Hearing Officer or the Screening Officer.
- 9.4 Where an Administrative Penalty is not paid by the date on which the Administrative Penalty is due and payable, the Person shall pay to the Township a Late Payment Fee, in addition to the Administrative Penalty and any applicable Administrative Fee(s).
- 9.5 Where a Person makes payments to the Township of any Administrative Penalty, Administrative Fee(s) or Late Payment Fee(s), by negotiable instrument, for which there are insufficient funds available in the account on which the instrument was drawn, the Person shall pay to the Township the NSF Fee set out in the Township’s Fee By-law.
- 9.6 An Administrative Penalty, including any Administrative Fee(s), that is confirmed or reduced, or in respect of which the time for payment has been extended, remaining unpaid after the date when it is due and payable, constitutes a debt to the Township owed by the Person.
- 9.7 Where an Administrative Penalty, including any applicable Administrative Fee(s) or Late Payment Fee(s), are not paid within fifteen (15) days after it becomes due and payable, the Township may notify the Registrar of Motor Vehicles, resulting in plate denial. At the time that plate denial is requested a plate denial fee will be added in accordance with Schedule “B” of this By-law and shall be added to the total debt owed to the Township.
- 9.8 Where an Administrative Penalty, including any applicable Administrative Fee(s) or Late Payment Fee(s), are not paid within fifteen (15) days after it becomes due and payable shall be deemed to be unpaid taxes and may be collected in the same manner as taxes in accordance with Section 434.2 of the Municipal Act, 2001.
- 9.9 Where an Administrative Penalty is cancelled by a Screening Officer or Hearing Officer, any Administrative Fee(s) are also cancelled.
- 9.10 An Authorized Representative is permitted to appear on behalf of a Person at a Review by a Hearing Officer, or to communicate with the Township on behalf of a Person in accordance with a written authorization satisfactory to the Director.
- 9.11 Any time limit that would otherwise expire on a Holiday is extended to the next day that is not a Holiday.
- 9.12 A Person claiming financial hardship under this By-law shall provide documented proof of the financial hardship to the Director, the Screening Officer or the Hearing Officer, as applicable.
- 9.13 Any Schedule attached to this By-law forms part of this By-law.

10.0 SEVERABILITY

- 10.1 Should any provision, or any part of a provision, of this By-law be declared invalid, or to be of no force and effect by a court of competent jurisdiction, it is the intent of Council that such a provision, or part of a provision, shall be severed from this By-law, and every other provision of this By-law shall be applied and enforced in accordance with its terms to the extent possible according to law.

11.0 ENTRY ON LAND & INSPECTIONS

- 11.1 An officer, peace officer or any other person appointed for the purpose of enforcing this By-law,
 - 11.1.1 has the power to enter upon and examine any lands, yards, vacant lots, grounds at any reasonable time or times, and
 - 11.1.2 may be accompanied by such other person or persons as they deem necessary to properly perform their duties under this By-law.
- 11.2 Notwithstanding Section 11.1, no person, including an officer, shall exercise a power of entry under this By-law to enter a place or part of a place that is actually being used as a dwelling unless:
 - 11.2.1 the occupier of the dwelling, having been informed that the right of entry may be refused, consents to the entry; or
 - 11.2.2 if the occupier refuses to consent, an order is issued pursuant to the Municipal Act, 2001 or a warrant is obtained from the court.
- 11.3 A person exercising a power of entry on behalf of the Township, under this By-law must on request, display or produce proper identification.
- 11.4 No person shall hinder, interfere with, or otherwise obstruct, either directly or indirectly, any officer, peace officer or any person appointed for the purpose of enforcing this By-law, including any person who may be accompanying such persons, in the lawful exercise of any powers or duties under this By-law.
- 11.5 Any person who provides false information to an Officer shall be deemed to have hindered or obstructed the Officer in the execution of their duties.

12.0 INTERPRETATION

- 12.1 The provisions in Part VI of the *Legislation Act*, 2006, S.O. 2006, c.21, Schedule “F”, shall apply to this By-law.
- 12.2 Where words and phrases used in this By-law are defined in the Highway Traffic Act, but not defined in this By-law, the definitions in the Highway Traffic Act shall apply to such words and phrases.

13.0 EFFECTIVE DATE

- 13.1 This By-law shall come into force and effect on June 26, 2023.

14.0 MINOR CORRECTIONS

- 14.1 The Clerk of the Township of North Glengarry is hereby authorized to make any minor modifications or corrections of an administrative, numeric, grammatical, semantic or descriptive nature or kind to the by-law and schedule(s) as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

READ a first, second, third time and enacted in Open Council, this 26th day of June, 2023.

CAO/Clerk / Deputy Clerk

Mayor / Deputy Mayor

I hereby certify this to be a true copy of By-law No. 20-2023 and that such by-law is in full force and effect.

Date Certified

CAO/Clerk / Deputy Clerk

BY-LAW No. 20-2023
Schedule “A”

Administrative Monetary Penalty System
Designated By-law Provisions

The following By-laws shall be considered Designated By-laws as defined in the Administrative Monetary Penalty System By-law No. 20-2023 (AMPS):

Designated By-law	Appendix	By-law Number
Parking Enforcement By-law	1	13-2014
Clean Yards By-Law	2	19-2019
Nuisance By-law	3	20-2016
Animal at Large By-law	4	38-2009
Keeping of Dogs By-law	5	44-2008
Pound Keeper By-law	6	18-2019
Littering By-law	7	18-2014
Swimming Pool By-law	8	06-2014
Clear Cutting By-law	9	43-2021
Open Air Burning By-law	10	36-2021
Property Standards By-law	11	42-2008
Column 1	Column 2	Column 3

1. **Column 1 sets out the Designated By-laws.**
2. **Column 2 sets out the Appendix number.**
3. **Column 3 sets out the By-law Number, as amended.**
4. **For the purposes of Section 3 of this By-law, Column 3 in the following appendix lists the provisions in the Designated By-law identified in the Schedule, as amended.**
5. **Column 2 in the following appendix sets out the short form wording to be used in a Penalty Notice for the contravention of the designated provisions listed in Column 3.**
6. **Column 4, 5 and 6 in the following appendix set out the Administrative Penalties for the Set Penalty Amounts in accordance with Section 4.4 of this By-law that is payable for contraventions of the designated provisions listed in Column 3.**

BY-LAW No. 20-2023
Schedule “B”

Administrative Monetary Penalties

Appendix 1: Parking By-law 13-2014, as amended					
ITEM	Short Form Wording	Section	Administrative Penalty 1 st Offence	Administrative Penalty 2nd Offence	Administrative Penalty 3rd Offence
1	Parking disabled space - no permit	2.1 (d)	\$300.00	\$300.00	\$300.00
2	Parked-more than 15cm from curb	3.1 (a)	\$40.00	\$40.00	\$40.00
3	Parked facing wrong way	3.1 (a)	\$40.00	\$40.00	\$40.00
4	Parked on sidewalk	3.2 (a)	\$40.00	\$40.00	\$40.00
5	Parked obstructing driveway	3.2 (b)	\$40.00	\$40.00	\$40.00
6	Parked within 9m of an intersection	3.2 (c)	\$40.00	\$40.00	\$40.00
7	Parked within 3 meters fire hydrant	3.2 (d)	\$40.00	\$40.00	\$40.00
8	Parked on a crosswalk	3.2 (e)	\$40.00	\$40.00	\$40.00
9	Parked within 6m of a crosswalk	3.2 (f)	\$40.00	\$40.00	\$40.00
10	Parked on private property without consent	3.2 (g)	\$40.00	\$40.00	\$40.00
11	Parked on a bridge	3.2 (h)	\$40.00	\$40.00	\$35.00
12	Parked obstructing traffic	3.2 (i)	\$40.00	\$40.00	\$40.00
13	Parked blocking a parked vehicle	3.2 (j)	\$40.00	\$40.00	\$40.00
14	Parked on TWP property without consent	3.2 (k)	\$40.00	\$40.00	\$40.00
15	Parked on a boulevard	3.2 (l)	\$30.00	\$30.00	\$30.00
16	Parked exceeding 24 hours	3.2 (m)	\$40.00	\$40.00	\$40.00
17	Parked No Parking Area - Signed	3.3	\$40.00	\$40.00	\$40.00
18	Parked Fire Access Route	3.3 (a)	\$40.00	\$40.00	\$40.00
19	Parked in cul-de-sac turnaround	3.3 (c)	\$30.00	\$30.00	\$30.00
20	Parked within 15 meters of end of highway	3.3 (d)	\$30.00	\$30.00	\$30.00
21	Parked on public lane	3.3 (e)	\$40.00	\$40.00	\$40.00
22	Parked within 50m of intersection	3.3 (g)	\$30.00	\$30.00	\$30.00
23	Parked within 50m of railway crossing	3.3 (h)	\$30.00	\$30.00	\$30.00
24	Parked disobey sign	3.4	\$40.00	\$40.00	\$40.00
25	Parked Emergency circumstances	3.5(4)	\$60.00	\$60.00	\$60.00
26	Stopped on a crosswalk	3.8(h)	\$40.00	\$40.00	\$40.00
27	Stopped within 3m of fire hydrant	3.8(a)	\$40.00	\$40.00	\$40.00
28	Stopped within 50m of an intersection Highway	3.9 (a)	\$30.00	\$30.00	\$30.00
29	Stopped abutting school property	3.9 (b)	\$30.00	\$30.00	\$30.00
30	Stopped abutting park/playground	3.9(c)	\$30.00	\$30.00	\$30.00
31	Stopped in front of fire hall	3.9 (d)	\$40.00	\$40.00	\$40.00
32	Parked Winter prohibited hours	3.11(1)	\$40.00	\$40.00	\$40.00
33	Parked - snow removal	3.11(2)	\$60.00	\$60.00	\$60.00

Appendix 2: Clean Yards By-Law 19-2019					
Item	SHORT FORM WORDING	Section	Administrative Penalty 1 st Offence	Administrative Penalty 2nd Offence	Administrative Penalty 3rd Offence
1.	Fail to keep land clear of garbage/ refuse/ debris/ domestic waste/industrial waste	3.1 (a)	\$120.00	\$180.00	\$270.00
2.	Fail to keep land clear of objects or conditions potentially creating health, fire or accident hazard	3.1 (a)	\$200.00	\$300.00	\$450.00
3.	Fail to keep land clear of infestation	3.1 (b)	\$200.00	\$300.00	\$450.00
4.	Fail to trim or cut weeds/grass more than 20 cm (7.8 inches) in height	3.1 (c)	\$80.00	\$120.00	\$200.00
5.	Cause or permit a hazardous unfenced/unprotected pit/excavation or declivity	3.2 (a)	\$200.00	\$300.00	\$450.00
6.	Permit unprotected well that may cause an accident or injury	3.2 (b)	\$200.00	\$300.00	\$450.00
7.	Fail to keep swimming pool/hot tub/wading pool/artificial pool in good repair/working condition	3.2 (c)	\$200.00	\$300.00	\$450.00
8.	Fail to keep land free of hazardous holes and excavation	3.2(d)	\$200.00	\$300.00	\$450.00
9.	Fail to keep the surfaces of steps, walks, driveways, parking spaces and similar areas maintained	3.3	\$120.00	\$180.00	\$270.00
10.	deposit or cause to be deposited snow or ice upon any Highway or sidewalk	3.4	\$80.00	\$120.00	\$180.00
11.	Fail to maintain hedges, planting trees or other landscaping, in a living condition	4.1	\$80.00	\$120.00	\$180.00
12.	Fail to trim or cut vegetation	4.2	\$120.00	\$180.00	\$270.00
13.	Fail to provide suitable groundcover to prevent erosion of the soil	4.3	\$200.00	\$300.00	\$450.00
14.	Improper grading causing ponding of water	4.4	\$200.00	\$300.00	\$450.00
15.	Fail to maintain the yard compatible with the adjoining properties	4.5	\$200.00	\$300.00	\$450.00
16.	Fail to maintain in good repair areas used for vehicular traffic	4.6	\$200.00	\$300.00	\$450.00
17.	Failure to prevent recurrent ponding	4.7(a)	\$200.00	\$300.00	\$450.00
18.	Failure to prevent water from entering a building	4.7(b)	\$200.00	\$300.00	\$450.00
19.	Allowing improper discharge of water	4.7(c)	\$200.00	\$300.00	\$450.00
20.	Fail to keep property clear and clean	5.1	\$200.00	\$300.00	\$450.00
21.	Use the yard of any property within Township for depositing waste	5.2	\$200.00	\$300.00	\$450.00
22.	Fail to put waste in container	5.5 (a)	\$80.00	\$120.00	\$180.00
23.	Store or accumulate waste for more than 10 days	5.5 (b)	\$80.00	\$120.00	\$180.00
24.	Permit composting other than as allowed	6.1	\$80.00	\$120.00	\$180.00
25.	Permit storage of derelict motor vehicles	7.1 (a)	\$120.00	\$180.00	\$270.00
26.	Permit storage of unlicensed motor vehicles	7.1 (b)	\$80.00	\$120.00	\$180.00
27.	Permit storage of vehicle parts/components	7.1 (c)	\$80.00	\$120.00	\$180.00
28.	Permit storage of wrecked/ dismantled/ discarded/ inoperative/ abandoned vehicles/ machinery/trailers/ boats	7.1 (d)	\$120.00	\$180.00	270.00
29.	Fail to remove self-locking or self- latching devices on appliances	8.1	\$120.00	\$180.00	\$270.00
30.	Store a non-working refrigerator on porch/ deck or in rear yard	8.2 (a)	\$120.00	\$180.00	\$270.00
31.	Store a refrigerator on porch/ deck or in rear yard without locking device	8.2 (b)	\$200.00	\$300.00	\$450.00
32.	Fail to remove all doors from refrigerators, freezers or similar appliances out on the roadways for disposal	8.3	\$200.00	\$300.00	\$450.00
33.	Permitting wood storage in front yard	9.2	\$80.00	\$120.00	\$180.00
34.	Wood storage in rear yard more than 15% of the area	9.3	\$200.00	\$300.00	\$450.00
35.	Improper storage of firewood	9.4(a,b,c,d)	\$200.00	\$300.00	\$450.00
36.	Cause or permit graffiti to be placed on property	10.1	\$120.00	\$180.00	\$270.00
37.	Fail to keep property free of graffiti	10.2	\$120.00	\$180.00	\$270.00

38.	Obstruct/hinder/interfere with an officer or agent in lawful exercise of powers or duties	12.4	\$350.00	\$350.00	\$350.00
39.	Fail to comply with an order issued under this By-law	14.2	\$350.00	\$350.00	\$350.00

Appendix 3: Nuisance By-Law 20-2016

Item	Short Form Wording	Section	Administrative Penalty 1 st Offence	Administrative Penalty 2 nd Offence	Administrative Penalty 3 rd Offence
1.	Disorderly conduct	Sec 4 Schedule 1-1(a)	\$250.00	\$375.00	\$562.50
2.	Public drunkenness or public intoxication	4 Schedule 1-1(b)	\$250.00	\$375.00	\$562.50
3.	The deposit of refuse on public or private property	Sec 4 Schedule 1-1(c)	\$250.00	\$375.00	\$562.50
4.	Damage/Graffiti of public or private property	Sec 4 Schedule 1-1(d)	\$250.00	\$375.00	\$562.50
5.	Damage/Graffiti of public or private property	Sec 4 Schedule 1-1(e)	\$250.00	\$375.00	\$562.50
6.	Obstructing/Interfering the free flow of traffic	Sec 4 Schedule 1-1(f)	\$250.00	\$375.00	\$562.50
7.	Public disturbances/ fighting	Sec 4 Schedule 1-1(a)	\$250.00	\$375.00	\$562.50
8.	Unlawfully racing a motor vehicle	Sec 4 Schedule 1-1(h)	\$250.00	\$375.00	\$562.50
9.	Operation of a motor vehicle so as to squeal tires, etc.	Sec 4 Schedule 1-1(i)	\$250.00	\$375.00	\$562.50
10.	Causing or permitting noise from mechanical equipment that is not properly maintained.	Sec 4 Schedule 1-1(j)	\$250.00	\$375.00	\$562.50
11.	Improper or unsafe use of Fireworks	Sec 4 Schedule 1-1(k)	\$175.00	\$375.00	\$562.50
12.	urinating or defecating in a public place	Sec 4 Schedule 1-2	\$350.00	\$375.00	\$562.50
13.	Knock over or attempt to knock over a mailbox, picnic table, garbage container, etc.	Sec 4 Schedule 1-3	\$175.00	\$375.00	\$562.50
14.	Discharging firearms within Villages and Hamlets	Sec 4 Schedule 1-4	\$250.00	\$375.00	\$562.50
15.	Causing or permitting noise from a vehicle horn or other warning device, sirens etc.	Sec 4 Schedule 1-5	\$250.00	\$375.00	\$562.50
16.	Causing or permitting noise from any radio, television, loud speaker, etc. during prohibited times	Sec 5 Schedule 2-1	\$250.00	\$375.00	\$562.50
17.	Yelling, shouting, hooting, whistling or singing during prohibited times	Sec 5 Schedule 2-2	\$250.00	\$375.00	\$562.50
18.	Detonation of Fire Works or Explosives during prohibited times	Sec 5 Schedule 2-3	\$250.00	\$375.00	\$562.50
19.	Operation of any construction equipment/ activity during prohibited times	Sec 5 Schedule 2-4	\$250.00	\$375.00	\$562.50
20.	Operation of domestic equipment, lawnmower, chainsaw, etc. during prohibited times	Sec 5 Schedule 2-5	\$250.00	\$375.00	\$562.50
21.	Operation of personal motorized vehicle on ones property during prohibited times	Sec 5 Schedule 2-6	\$250.00	\$375.00	\$562.50
22.	Operation for amusement a combustion engine during prohibited times	Sec 5 Schedule 2-7	\$250.00	\$375.00	\$562.50
23.	Loading, unloading and material handling during prohibited times	Sec 5 Schedule 2-8	\$250.00	\$375.00	\$562.50
24.	Failing to leave the premises after having been directed to do so.	Section 14(3)	\$250.00	\$375.00	\$562.50
25.	Obstructing or interfering with an officer in the performance of their duty	Sec 15	\$250.00	\$375.00	\$562.50

Appendix 4: Animal at Large By-Law 38-2009					
Item	Short Form Wording	Section	Administrative Penalty 1 st Offence	Administrative Penalty 2nd Offence	Administrative Penalty 3rd Offence
1	Permitting an Animal to be at large or to trespass	Section 5	\$200.00	\$300.00	\$450.00

Appendix 5: Licensing, regulating and keeping of Dogs By-Law 44-2008

Item	Short Form Wording	Section	Administrative Penalty 1 st Offence	Administrative Penalty 2 nd Offence	Administrative Penalty 3 rd Offence
1	Failure to apply for a Dog Licence within 3 months of gaining possession of a dog	2(a)	\$80.00	\$120.00	\$180.00
2	Failure to renew expired Dog licence	2(b)	\$80.00	\$120.00	\$180.00
3	Failure to keep dog tag securely fixed on dog	2(c)	\$80.00	\$120.00	\$180.00
4	Failure to obtain replacement for lost dog tag	2(d)	\$80.00	\$120.00	\$180.00
5	Failure to ensure current immunization against rabies	2(e)	\$250.00	\$375.00	\$562.50
6	Failure to notify of change of information, sale or death	3(d)	\$80.00	\$120.00	\$180.00
7	Operate kennel without a licence	4(a)	\$350.00	\$350.00	\$350.00
8	Failure to comply with a compliance order	4(o)	\$350.00	\$350.00	\$350.00
9	Keeping more than 4 dogs	5(a)	\$100.00	\$150.00	\$225.00
10	Failure to maintain sanitary kennel	5(b)	\$350.00	\$350.00	\$350.00
11	Failure to remove feces from kennel daily	5(c)	\$100.00	\$150.00	\$225.00
12	Failure to promptly remove dead dog from kennel	5(d)	\$250.00	\$375.00	\$562.50
13	Keeping dog in improperly constructed or maintained cage	5(e)	\$80.00	\$120.00	\$180.00
14	Allowing dog to use improperly constructed or maintained dog run	5(f)	\$250.00	\$375.00	\$562.50
15	Housing dog in inadequate room or cage	5(g)	\$250.00	\$375.00	\$562.50
16	Failure to clean dog cage in kennel daily	5(h)	\$250.00	\$375.00	\$562.50
17	Use improper fencing materials in kennel	5(i)	\$250.00	\$375.00	\$562.50
18	Failure to provide clean living environment	7(a)(l)	\$100.00	\$150.00	\$225.00
19	Failure to provide care, food, water, shelter and activity	7(a)(2)	\$250.00	\$375.00	\$562.50
20	Keeping dog under conditions that disturb enjoyment, comfort or convenience of person or endanger health of dog	7(b)	\$100.00	\$150.00	\$225.00
21	Housing dog in overly small cage	7(c)	\$250.00	\$375.00	\$562.50
22	Housing dog in inappropriately constructed or maintained cage	7(d)	\$100.00	\$150.00	\$225.00
23	Improper tethering of dog	7(e)	\$80.00	\$120.00	\$180.00
24	Using hazardous tethering practices	7(f)	\$250.00	\$375.00	\$562.50
25	Allowing dog fight	7(g)	\$250.00	\$375.00	\$562.50
26	Improper disposal of dead animal	7(h)	\$250.00	\$375.00	\$562.50
27	Failure to remove feces from others' premises	8(a)	\$80.00	\$120.00	\$180.00
28	Improper disposal of feces	8(b)	\$80.00	\$120.00	\$180.00
29	Cause disturbance by failing to remove feces from own premises	8(c)	\$80.00	\$120.00	\$180.00
30	Allow dog to run at large	9(a)	\$80.00	\$120.00	\$180.00
31	Failure to keep dog inside building or cage or tethered in built-up area	9(b)	\$100.00	\$150.00	\$225.00
32	Failure to keep dog leashed	9(c)	\$250.00	\$375.00	\$562.50
33	Allowing dog to disturb the peace by making noise	10(a)	\$80.00	\$120.00	\$180.00
34	Allowing dog to damage property or cause nuisance	10(b)	\$100.00	\$150.00	\$225.00
35	Allowing dog to bite or attack	12(a)	\$250.00	\$375.00	\$562.50
36	Failure to tether and muzzle, or to cage, vicious dog	12(b)	\$250.00	\$375.00	\$562.50
37	Failure to keep vicious dog under control of person over 16 in public	12(c)(l)	\$250.00	\$375.00	\$562.50
38	Failure to keep vicious dog on leash shorter than 2 meters in public	12(c)(2)	\$250.00	\$375.00	\$562.50
39	Failure to keep vicious dog muzzled in public	12(c)(3)	\$250.00	\$375.00	\$562.50
40	Keeping vicious dog in kennel	12(d)	\$250.00	\$375.00	\$562.50

41	Failure to notify of change of address or change of owner of vicious dog	12(t)	\$250.00	\$375.00	\$562.50
42	Failure to post sign warning of vicious dog	12(o)	\$80.00	\$120.00	\$180.00
43	Failure to notify Animal Control Officer of vicious dog	12(h)	\$80.00	\$120.00	\$180.00

Appendix 6: Poundkeeper By-Law 18-2018					
ITEM	Short Form wording	Section	Administrative Penalty 1 st Offence	Administrativ e Penalty 2 nd Offence	Administrativ e Penalty 3 rd Offence
1.	Permit an animal to run at large	4.1	\$100.00	\$150.00	\$225.00
2.	Fail to take immediate measures to prohibit animal(s) from running at large	4.2	\$200.00	\$300.00	\$450.00
3.	Fail to provide proper measures to contain an animal	4.3	\$200.00	\$300.00	\$450.00
4.	Fail to keep enclosures in good repair	4.4	\$200.00	\$300.00	\$450.00
5.	Obstruct/hinder/interfere with an officer or agent in lawful exercise of powers or duties	8.4	\$350.00	\$350.00	\$350.00

Appendix 7: Prohibit the throwing, placing, or depositing of debris on private property or municipal property By-Law 18-2014					
Item	Short Form Wording	Section	Administrative Penalty 1 st Offence	Administrative Penalty 2 nd Offence	Administrative Penalty 3 rd Offence
1	Deposit debris on private property without authority	S.3	\$200.00	\$300.00	\$450.00
2	Deposit debris on Township property without authority	S.4	\$200.00	\$300.00	\$450.00
3	Owner fail to remove debris from property	S.5	\$200.00	\$300.00	\$450.00
-4	Place debris in receptacle without consent	S.6	\$50.00	\$75.00	\$112.50
5.	Place residential/institutional/business debris in Township receptacle without consent.	S.7	\$50.00	\$75.00	\$112.50
6	Permit debris to be blown/transferred to land/street/watercourse	S.8	\$50.00	\$75.00	\$112.50

Appendix 8: Regulate the requirements for swimming pools By-Law 06-2016					
Item	Short Form Wording	Section	Administrative Penalty 1st Offence	Administrative Penalty 2nd Offence	Administrative Penalty 3rd Offence
1.	Install a pool without a permit	8.1(a)	\$100.00	\$150.00	\$225.00
2.	Cause the installation of a pool without a permit	8.1(b)	\$200.00	\$300.00	\$450.00
3.	Occupy a pool or permit it to be occupied without approval	8.1(c)	\$250.00	\$375.00	\$562.50
4.	Fail to construct or maintain pool enclosure	8.1(d)	\$200.00	\$300.00	\$450.00
5.	Permit water to be placed in pool without enclosure	8.1 (e)	\$300.00	\$450.00	\$675.00
6.	Fail to provide temporary fencing	8.1(f)	\$200.00	\$300.00	\$450.00
7.	Fail to totally enclose pool area with fence	8.1 (g)	\$200.00	\$300.00	\$450.00
8.	Height of pool exceeds 2 meters	8.1(h)	\$200.00	\$300.00	\$450.00
9.	Fail to respect minimum depth of pool at location of diving platform	8.1(i)	\$200.00	\$300.00	\$450.00
10.	Fail to respect minimum depth of pool at location of slide	8.1(j)	\$200.00	\$300.00	\$450.00
11.	Fail to respect maximum height of slide	8.1(k)	\$200.00	\$300.00	\$450.00
12.	Permit above-ground pool to have slide or diving platform	8.1(1)	\$200.00	\$300.00	\$450.00
13.	Fail to install device to prevent climbing of ladder	8.1(m)	\$150.00	\$225.00	\$337.50
14.	Fail to locate pool 1.5meters from septic tank	8.1(n)	\$250.00	\$375.00	\$562.50
15.	Fail to locate pool 5 meters from septic bed	8.1(o)	\$250.00	\$375.00	\$562.50
16.	Fail to provide prescribed hardware on access door	8.1 (p)	\$150.00	\$225.00	\$337.50
17.	Fail to lock gate while pool was unsupervised	8.1(q)	\$150.00	\$225.00	\$337.50
18.	Obstruct the visibility of or remove a notice	8.2(a)	\$200.00	\$300.00	\$450.00
19.	Obstruct an inspector	8.2(b)	\$350.00	\$350.00	\$350.00

Appendix 9: Clear Cutting By-Law 43-2021					
Item	Short Form Wording	Section	Administrative Penalty 1 st Offence	Administrative Penalty 2 nd Offence	Administrative Penalty 3 rd Offence
1.	Harvesting woodlands without a permit	4.1	\$1000.00	\$1500.00	\$2250.00
2.	Fail to comply with an order	4.2 (a)	\$2500.00	\$3750.00	\$5500.00
3.	Remove or deface any order	4.2 (b)	\$500.00	\$500.00	\$500.00

Appendix 10: Open Air Burning By-Law 36-2021					
Item	Short Form Wording	Section	Administrative Penalty 1 st Offence	Administrative Penalty 2 nd Offence	Administrative Penalty 3 rd Offence
I.	Burning or permit to burn with wind velocity greater than 15km/h	2.4	\$200.00	\$300.00	\$450.00
2.	Burning or permit to burn during a dry period	2.6	\$400.00	\$600.00	\$900.00
3.	Burning or permit to burn petroleum products, plastics, rubber or any other material that causes excessive smoke or noxious fumes	2.7	\$400.00	\$600.00	\$900.00
4.	Burning or permit to burn buildings or machinery	2.8	\$400.00	\$600.00	\$900.00
5.	Burning or permit to burn on any type of road allowance or where it interferes with traffic	2.10	\$250.00	\$375.00	\$562.50
6.	Leaving a fire without fully extinguishing it	2.11	\$200.00	\$300.00	\$450.00
7.	Permit a fire to have an adverse affect	2.12	350.00	\$525.00	\$787.50
8.	Burning or permit to burn household garbage	2.7	\$200.00	\$300.00	\$450.00
9.	Having an open air fire in a commercial, industrial or wrecking yard zoned properties	2.13	\$400.00	\$600.00	\$900.00
10.	Failing to comply with the conditions of the permit	8.3	\$150.00	\$225.00	\$337.50
II.	Fail or refuse to produce permit	2.19	\$150.00	\$225.00	\$337.50
12.	Fail to supervise fire continuously	2.5	\$150.00	\$225.00	\$337.50
13.	Burning or permit to burn other material than those for which a permit was issued	3.1 e 4.1 d 5.1 f	\$150.00	\$225.00	\$337.50
14.	Burning or permit to burn without a permit (Recreational fire)	2.2 (a)	\$100.00	\$150.00	\$225.00
15.	Burning or permit to burn without a permit (Brush fire)	2.2(b)	\$200.00	\$300.00	\$450.00
16.	Burning or permit to burn without a permit (Farm and Agricultural fires)	2.22 (c)	\$1000.00	\$1500.00	\$2250.00
15.	Burning or permit to burn within 75 meters of any building, structures, standing timber or any flammable or combustible material	5.1 a	\$350.00	\$525.00	\$787.50
16.	Burning or permit to bum a pile exceeding 6 cubic meters.	5.1c	\$400.00	\$600.00	\$900.00
17.	Failing to have 15 meters between burn piles	5.1d	\$400.00	\$600.00	\$900.00
18.	Burning or permit to burn windrows	5.1e	\$400.00	\$600.00	\$900.00
19.	Burning or permit to burn a fire within 200 meters adjacent to a residence	5.1b	\$400.00	\$600.00	\$900.00
20.	Burning or permit to burn within 50 meters of a dwelling or 5 meters within a property line	4.1 a,b	\$300.00	\$450.00	\$675.00
21.	Burning or permit to burn within 15 meters from a forest, woodland or building	4.1c	\$300.00	\$450.00	\$675.00
22.	Burning or permit to burn during a prohibited time.	2.18	\$300.00	\$450.00	\$675.00

23.	Burning or permit to burn a pile exceeding 2 cubic meters	4.1 e	\$300.00	\$450.00	\$675.00
24.	Failing to burn one pile at a time	4.1 f	\$300.00	\$450.00	\$675.00
25.	Failing to comply with the conditions for recreational open air burning	Part 3	\$100.00	\$150.00	\$225.00
26.	Obstruct an officer	8.1	\$500.00	\$500.00	\$500.00
27.	Fail to comply with an order to extinguish	8.3	\$500.00	\$500.00	\$500.00
28.	Fail to identify upon request	2.21 b	\$500.00	\$500.00	\$500.00
29.	Give false or incorrect information	2.21 C	\$250.00	\$250.00	\$250.00

Appendix 11: Property Standards By-Law 42-2008					
Item	Short Form Wording	Section	Administrative Penalty 1 st Offence	Administrative Penalty 2 nd Offence	Administrative Penalty 3 rd Offence
1	Keeping property under hazardous conditions	3(a)	\$300.00	\$450.00	\$675.00
2	Failure to keep dwelling unit clean and sanitary	3(b)(l)	\$200.00	\$300.00	\$450.00
3	Failure to keep exits from dwelling unit clear of obstructions	3(b)(2)	\$200.00	\$300.00	\$450.00
4	Failure to maintain or repair property in a good and workmanlike manner	3(c)	\$200.00	\$300.00	\$450.00
5	Failure to keep yard or vacant land free of rubbish or other debris	4(a)	\$300.00	\$450.00	\$675.00
6	Failure to keep yard or vacant land free of health, fire or safety hazards	4(b)	\$300.00	\$450.00	\$675.00
7	Failure to keep yard or vacant land free of wrecked, dismantled, discarded or abandoned machinery, vehicles, trailers or boats	4(c)	\$300.00	\$450.00	\$675.00
8	Failure to keep yard or vacant land free from noxious weeds	4(d)	\$200.00	\$300.00	\$450.00
9	Failure to keep yard or vacant land free from dilapidated, collapsed or partially constructed structures	4(e)	\$200.00	\$300.00	\$450.00
10	Failure to keep yard or vacant land free from vermin	4(f)	\$200.00	\$300.00	\$450.00
11	Failure to keep yard or vacant land free from dead, decayed or damaged trees	4(g)	\$200.00	\$300.00	\$450.00
12	Failure to maintain yard to prevent storm water from forming ponds	5(a)	\$300.00	\$450.00	\$675.00
13	Failure to maintain yard to prevent soil erosion or instability	5(b)	\$300.00	\$450.00	\$675.00
14	Failure to maintain yard to keep surface water run-off from entering buildings	5(c)	\$300.00	\$450.00	\$675.00
15	Failure to maintain yard to prevent unsightly appearance	5(d)	\$300.00	\$450.00	\$675.00
16	Failure to maintain yard free of ruts and holes	5(e)	\$200.00	\$300.00	\$450.00
17	Failure to maintain yard to provide for safe passage	5(f)	\$300.00	\$450.00	\$675.00
18	Failure to maintain yard to prevent nuisance to users of other Properties	5(g)	\$300.00	\$450.00	\$675.00
19	Discharge sewage other than to approved sewage system	6(a)	\$350.00	\$525.00	\$787.50
20	Discharge sewage onto surface of the ground	6/hl	\$350.00	\$525.00	\$787.50
21	Failure to drain roof drainage, storm water or discharges from swimming pools and sump pumps to prevent ponding or water entry into buildings	6(c)(l)	\$300.00	\$450.00	\$675.00
22	Allowing roof drainage, storm water or discharges from swimming pools and sump pumps to be discharged on walkways, Stairways or neighboring properties	6(c)(2)	\$200.00	\$300.00	\$450.00
23	Failure to maintain surfaced paths, walkways, patios, steps, ramps, building entrances, driveways, and parking areas free for hole or settlements that could cause injury or accident	7(a)	\$200.00	\$300.00	\$450.00
24	Failure to maintain surfaced paths, walkways, patios, steps, ramps, building entrances, driveways, and parking areas to provide safe passage in inclement weather	7(b)	\$200.00	\$300.00	\$450.00
25	Failure to maintain surfaced paths, walkways, patios, steps, ramps, building entrances, driveways, and parking areas sufficiently illuminated at night	7(c)	\$200.00	\$300.00	\$450.00
26	Failure to construct or maintain accessory building with suitable and uniform materials	8(a)	\$200.00	\$300.00	\$450.00
27	Failure to keep accessory building structurally sound	8(b)	\$300.00	\$450.00	\$675.00

28	Failure to protect accessory building from the elements	8(c)	\$200.00	\$300.00	\$450.00
29	Failure to keep elevating devices in good repair and safe condition	9	\$300.00	\$450.00	\$675.00
30	Failure to maintain structurally sound building	10 (a)	\$200.00	\$300.00	\$450.00
31	Failure to keep exterior building components free of loose or improperly secured materials	10 (b)	\$200.00	\$300.00	\$450.00
32	Failure to maintain structurally sound foundation	11	\$300.00	\$450.00	\$675.00
33	Failure to maintain exterior walls of residential building	12(a)	\$300.00	\$450.00	\$675.00
34	Failure to prevent deterioration of exterior building surfaces due to vermin or weather	12(b)	\$300.00	\$450.00	\$675.00
35	Failure to maintain all exterior surfaces of residential property with adequate weather protection	12(c)	\$200.00	\$300.00	\$450.00
36	Failure to ensure that appropriate materials used for visible exterior surfaces	12(d)	\$300.00	\$450.00	\$675.00
37	Failure to remove or obliterate stains and other defacement from exterior surfaces of residential property	12(e)	\$200.00	\$300.00	\$450.00
38	Failure to keep stairs, ramps, porches, balconies, and landings free of hazardous defects	13(a)	\$300.00	\$450.00	\$675.00
39	Failure to install and maintain guard on ramp or stairway	13(b)	\$300.00	\$450.00	\$675.00
40	Failure to install and maintain guard on landing, Porch, or balcony	13(c)	\$300.00	\$450.00	\$675.00
41	Failure to keep vacant building clear of garbage, refuse, debris and hazardous objects or conditions	14(a)	\$300.00	\$450.00	\$675.00
42	Failure to disconnect utilities from vacant building	14(b)	\$300.00	\$450.00	\$675.00
43	Failure to board up vacant building	14(c)	\$300.00	\$450.00	\$675.00
44	Failure to maintain residential property in clean, sanitary, and safe condition	15(a)	\$350.00	\$525.00	\$787.50
45	Failure to maintain residential building or dwelling unit in clean, sanitary and safe condition	15(b)	\$200.00	\$300.00	\$450.00
46	Permitting storage of obstructions within a means of egress from a dwelling unit	15(c)	\$200.00	\$300.00	\$450.00
47	Failure to provide sufficient garbage receptacles for residential property	16(a)	\$200.00	\$300.00	\$450.00
48	Keeping unprotected bags of garbage outdoors	16(c)	\$100.00	\$150.00	\$225.00
49	Failure to wash and disinfect garbage chute, garbage disposal room, garbage storage area, garbage container or receptacle as necessary	16(d)(l)	\$200.00	\$300.00	\$450.00
50	Failure to make garbage chute, garbage disposal room, garbage storage area, garbage container or receptacle available to all occupants	16(d)(2)	\$200.00	\$300.00	\$450.00
51	Failure to maintain garbage chute, garbage disposal room, garbage storage area, garbage container or Receptacle in good repair	16(d)(3)	\$200.00	\$300.00	\$450.00
52	Failure to provide sufficiently large receptacle for multi-dwelling" building"	16(e)	\$300.00	\$450.00	\$675.00
53	Keeping outdoor receptacle in public view	16(f)	\$200.00	\$300.00	\$450.00
54	Failure to ensure regular removal of garbage from residential property	16(g)	\$100.00	\$150.00	\$225.00
55	Keeping improper compost heap on residential property	17	\$200.00	\$300.00	\$450.00
56	Failure to keep residential property free of vermin	18(a)	\$200.00	\$300.00	\$450.00
57	Failure to keep openings in residential building screened to exclude vermin	18(c)	\$200.00	\$300.00	\$450.00
58	Failure to install exterior windows and doors on residential building	19(a)	\$300.00	\$450.00	\$675.00
59	Failure to keep exterior windows and doors on residential building weatherproof and sealed to exclude vermin	19(b)	\$200.00	\$300.00	\$450.00

58	Failure to repair or replace decayed or deteriorated doors, doorframes, window frames, sashes, casings, or weather-stripping:	19(c)	\$200.00	\$300.00	\$450.00
59	Failure to equip openable exterior windows and doors with secure locks	19(d)	\$200.00	\$300.00	\$450.00
60	Failure to provide entrance doors in dwelling unit that are lockable from inside and outside	19(e)	\$200.00	\$300.00	\$450.00
61	Failure to properly maintain voice communications and remote unlocking system in multiple dwelling residential building	19(f)	\$350.00	\$525.00	\$787.50
62	Failure to ensure roof is water-tight	20(a)	\$200.00	\$300.00	\$450.00
63	Failure to keep roof free of loose, unsecured, or unsafe objects or materials	20(b)	\$200.00	\$300.00	\$450.00
64	Failure to keep roof free of hazardous accumulations of snow and ice	20(c)	\$200.00	\$300.00	\$450.00
65	Failure to properly maintain eaves troughs	20(d)	\$200.00	\$300.00	\$450.00
66	Failure to keep smokestacks, vent stacks, aerials, satellite dishes, lightning arrestors, or similar structures in good repair	20(e)	\$200.00	\$300.00	\$450.00
67	Failure to maintain floor, ceiling, or wall in dwelling unit free of holes, cracks, loose coverings, and other defects	21(a)	\$200.00	\$300.00	\$450.00
68	Failure to keep wall or ceiling around bathtub, or shower impervious to water and readily cleanable	21(b)	\$200.00	\$300.00	\$450.00

69	Failure to keep floor in dwelling unit level and in good repair	21(c)	\$200.00	\$300.00	\$450.00
70	Failure to keep impervious to water a floor in a room with a plumbing fixture	21(d)	\$200.00	\$300.00	\$450.00
71	Failure to equip kitchen in dwelling unit with proper sink and surrounding countertop	22(a)	\$200.00	\$300.00	\$450.00
72	Failure to equip kitchen in dwelling unit with sufficient cupboard or Pantry Space	22(b)	\$200.00	\$300.00	\$450.00
73	Failure to equip kitchen in dwelling unit with sufficient or proper work surface	22(c)	\$200.00	\$300.00	\$450.00
74	Failure to equip kitchen in dwelling unit with space and connections for cooking and refrigeration appliances	22(d)	\$200.00	\$300.00	\$450.00
75	Failure to equip dwelling unit with fully operational full bathroom	23(a)	\$300.00	\$450.00	\$675.00
76	Failure to equip room containing toilet, bathtub, or shower with lockable door	23(c)	\$200.00	\$300.00	\$450.00
77	Failure to ensure that shared toilet or bathroom is directly accessible from common element of building	23(d)	\$300.00	\$450.00	\$675.00
78	Failure to ensure adequate supply of running potable water in a dwelling unit	24(a)	\$200.00	\$300.00	\$450.00
79	Failure to keep plumbing, plumbing fixtures and connection to sewage lines free of leaks	24(b)	\$350.00	\$525.00	\$787.50
80	Failure to protect water pipes and fixtures from freezing	24(c)	\$200.00	\$300.00	\$450.00
81	Failure to connect waste pipes to sewage system through water seal traps	24(d)	\$350.00	\$525.00	\$787.50
82	Failure to ensure that plumbing fixtures Impervious to water and easily cleaned	24(e)	\$200.00	\$300.00	\$450.00
83	Failure to connect wired dwelling to approved electrical supply	25(a)	\$350.00	\$525.00	\$787.50
84	Failure to maintain electrical wires, fixtures and appliances in good repair	25(b)	\$200.00	\$300.00	\$450.00
85	Failure to supply habitable room with sufficient electrical outlets	25(c)	\$200.00	\$300.00	\$450.00
86	Failure to ensure that extension cords not used on permanent basis in dwelling unit	25(d)	\$200.00	\$300.00	\$450.00
87	Failure to ensure that bathroom, powder room, kitchen, laundry, furnace room, basement, cellar, non-habitable work or storage room, hallway or stairwell has permanent light fixture	25(e)	\$200.00	\$300.00	\$450.00

88	Failure to provide sufficient lighting in dwelling unit	25(f)	\$200.00	\$300.00	\$450.00
89	Failure to provide heating system capable of maintaining 21°C in all rooms	26(a)	\$300.00	\$450.00	\$675.00
90	Failure to maintain heating system in good and safe working condition	26(b)	\$300.00	\$450.00	\$675.00
91	Failure to store heating system fuel safely	26(d)	\$350.00	\$525.00	\$787.50
92	Failure to properly vent combustion gases from heating appliance	26(e)	\$350.00	\$525.00	\$787.50
93	Failure to maintain and protect from elements a fire escape	27(a)	\$350.00	\$525.00	\$525.00
94	Failure to ensure that fire escape easily accessible from dwelling unit	27(b)	\$350.00	\$525.00	\$787.50
95	Failure to keep fire escape free of obstructions	27(c)	\$350.00	\$525.00	\$787.50

96	Failure to keep means of egress available from all points in a residential building	28(a)	\$350.00	\$525.00	\$525.00
97	Failure to keep means of egress available from all points in a dwelling unit	28(b)	\$350.00	\$525.00	\$525.00
98	Failure to keep 2 means of egress available from all dwelling units in a multi-dwelling building	28(c)	\$350.00	\$525.00	\$787.50
99	Failure to provide adequate exterior windows or skylights in a habitable room	29	\$200.00	\$300.00	\$450.00
100	Failure to provide adequate natural ventilation openings in a habitable room, bathroom or Powder room	30(a)	\$200.00	\$300.00	\$450.00
101	Failure to provide adequate natural ventilation openings in a basement, cellar, or unheated crawl space	30(b)	\$200.00	\$300.00	\$450.00
102	Permitting interruption of heat, electricity, gas, refrigeration or water to a rental dwelling unit	31	\$300.00	\$450.00	\$675.00
103	Permitting more than allowable number of permanent residents in a dwelling unit	32(a)	\$350.00	\$525.00	\$525.00
104	Permitting use of undersized room for sleeping	32(b)	\$350.00	\$525.00	\$525.00
105	Permitting warehousing or storage of materials and equipment in non-residential yard	33	\$350.00	\$525.00	\$525.00
106	Failure to provide sufficient illumination of non-residential property	35(a)	\$350.00	\$525.00	\$525.00
107	Failure to comply with an order of a Property Standards Officer	38(c)	\$350.00	\$525.00	\$525.00

BY-LAW No. 20-2023
Schedule “C”

Administrative Fees

ITEM	FEE AMMOUNT
MTO Search Fee	\$15.00
Late Payment Fee	\$25.00
NSF Fee	\$25.00
Hearing Non-appearance Fee	\$100.00
Plate Denial Request Fee	\$25.00
Service by Registered Mail Fee	\$15.00
Title Search Fee	\$50.00
Note that Fees listed in Schedule “C” to this By-law will be subject to Harmonized Sale Tax (H.S.T.) where applicable.	

BY-LAW No. 20-2023
Schedule “D”
Request for a Review Form

REQUEST FOR A REVIEW BY A SCREENING OR HEARING OFFICER

Applicants are responsible for the completion and content of this form		
Penalty Notice Recipient		
Name (first and last)		Home Telephone
Address		Other Telephone
City		Fax Number
Province	Postal Code	Email Address

Penalty Notice Information (Infraction) Please provide the information found on the Penalty Notice		
Penalty Notice No.	Penalty Date	Plate Number or Name on Penalty Notice
Location where the Infraction Occurred		
Offence	Section Number	

Type Of Request
() Review by a Screening Officer to dispute Penalty Notice received
() Review by a Hearing Officer to dispute Decision of a Screening Officer

Reason for Review (you are required to provide specific reason(s))
<ul style="list-style-type: none">● Please provide a factual and detailed explanation of your reason(s) for your request● If you wish to support your request with images or other documentation, please attach them to this request● The Screen' Or Hearing Decision will sent to you
Continued next page.

BY-LAW No. 20-2023
Schedule “D”
Request for a Review Form

REQUEST FOR A REVIEW BY A SCREENING OR HEARING OFFICER

Applicants are responsible for the completion and content of this form

Penalty Notice Recipient		
Name (first and last)		Home Telephone
Address		Other Telephone
		Fax Number
Province	Postal Code	Email Address

Penalty Notice Information (Infraction)		
Please provide the information found on the Pena Notice		
Penalty Notice No.	Penalty Date	Plate Number or Name on Penalty Notice
Location where the Infraction Occurred		
Offence		Section Number

Type of Request
() Review by a Screening Officer to dispute Penalty Notice received
() Review by a Hearing Officer to dispute Decision of a Screening Officer

Reason for Review (you are required to provide specific reason(s))
Please provide a factual and detailed explanation of your reason(s) for your request If you wish to support your request with images or other documentation, please attach them to this request The Screening or Hearing Decision will be sent to
Continued on next page.

BY-LAW No. 20-2023
Schedule “D”
Request for a Review Form

REQUEST FOR A REVIEW BY A SCREENING OR HEARING OFFICER

Continued from page 1.	
Attachment(s) included (please check relevant box): (<input type="checkbox"/>) Yes (<input type="checkbox"/>) No	
Statement of Penalty Notice Recipient	
I represent and warrant that: I am the registered owner of the vehicle (for Parking Penalty Notices only); or I am the person named on the Penalty Notice (for Non-Parking Penalty Notices Only); I acknowledge that if I fail to appear and to remain at my scheduled In-Person Hearing until my matter has been determined by the Hearing Officer, I will be deemed to have abandoned my request for a Hearing, the Administrative Penalty will be affirmed, and I will be liable for any additional Administrative Fees; and I have read and understand the conditions of this a location.	
Signature	Date
Instructions for Submitting Request for Review Form	
Please submit your completed form to the Township of North Glengarry by: a) Regular letter mail to: 3720 County Rd 34, RR 2, Alexandria, ON, K0C 1A0 b) Email scanned copy to: info@northglengarry.ca c) Facsimile (Fax) to: 613-525-1649 d) In person at: 3720 County Rd 34, Alexandria, ON, K0C 1A0	
INTERNAL USE ONLY Application Received Date:	
Decision Date:	
Date Owner Notified:	
Notification by: (<input type="checkbox"/>) Email (<input type="checkbox"/>) Mail (<input type="checkbox"/>) Fax (<input type="checkbox"/>) In Person	
Officer's Name:	Signature:

Personal information contained on this form is collected and will be used for the purpose of administering the Township's AMPS By-law. Questions about this collection should be directed to the Township of North Glengarry 613-525-1116.

BY-LAW No. 20-2023

Schedule “E”

Request for Extension to Obtain a Screening Form

Applicants are responsible for the completion and content of this form

Penalty Notice Recipient		
Name (first and last)		Home Telephone
Address		Other Telephone
City		Fax Number
Province	Postal Code	Email Address

Penalty Notice Information (Infraction)		
Please provide the information found on the Penalty Notice		
Penalty Notice No	Penalty Date	Plata Number or Nama on Penalty Notice
Location where the Infraction Occurred		
Offence		Section Number

I was not able to request a screening within 15 days of the Penalty Date due to:		
<input type="checkbox"/> Personal Medical Emergency	<input type="checkbox"/> Travel Outside of the County on the following date:	<input type="checkbox"/> Other reasons specified below
Please note that extensions will not be granted where there is a contention that a ticket was not served Municipal Law Enforcement Officers are trained to take a photo of a ticket on the vehicle. Mailed Penalty Notices are deemed served 7 days aner Being sent By regular mail.		
Reason for Request for Extension you are required to provides specific reasons		
<ul style="list-style-type: none">• Please provide a tactual and detailed explanation of your reason(S) tor your Extension request.• It you Wish to support your Extension Request With other documentation, please attach them to this request• This form will be provided to when it is either approved or denied.		
Continued on next page.		

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BY-LAW No. 20-2023

Schedule “E”

Request for Extension to Obtain a Screening Form

Statement of Penal Notice Recipient	
Represent and warrant that: <ul style="list-style-type: none">I am the registered owner of the vehicle bearing the number plate specified in the Penalty NoticeOr:I am a third party authorized in writing to act on behalf of the vehicle owner named in the Penalty Notice and will provide such written authorization to the screening officer.I have read and understand the conditions of this application	
Signature	Date

Instructions for Submitting Request for Review Form	
Please submit your completed form to the Township of North Glengarry: <ul style="list-style-type: none">a) Regular letter mail to: 3720 County Rd 34, RR 2, Alexandria, ON, K0C 1A0b) Email scanned copy to: info@northglengarry.cac) Facsimile (Fax) to: 613-525-1649d) In person at: 3720 County Rd 34, Alexandria, ON, K0C 1A0	

INTERNAL USE ONLY	
Application Received Date:	
Decision Date:	
Date Owner Notified:	
Notification by: ()Email ()Mail ()Fax ()In Person	
Officer's Name:	Signature:

Personal information contained on this form is collected and will be used for the purpose of administering the Township's AMPS By-law. Questions about this collection should be directed to the Township Of North Glengarry at 613-525-1116.

BY-LAW No. 20-2023

Schedule “F”

Request for Extension to Obtain a Hearing Form

Applicants are responsible for the completion and content of this form.

Penalty Notice Receipt		
Name (first and last)		Home Telephone
Address		Other Telephone
City		Fax Number
Province	Postal Code	Email Address

Penalty Notice Information (Infraction) Please provide the information found on the penalty notice		
Penalty Notice No.	Penalty Date	Plate Number or Name on Penalty Notice
Location where the Infraction Occurred		
Offence		Section Number

I was not able to request a Hearing within 30 days of the Penalty Date due to:		
[] Personal Medical Emergency	[] I Travel Outside of the County on the following date:	() Other reasons specified below
<p>Please note that extensions will not be granted where there is a contention that a ticket was not served Municipal Law Enforcement Officers are trained to take a photo of a ticket on the vehicle. Mailed Penalty Notices are deemed served 7 days after being sent by regular mail.</p>		
Reason for Request for Extension (you are required to provide specific reason (s))		
<ul style="list-style-type: none"> • Please provide a factual and detailed explanation of your reason(S) for your Extension request • If you wish to support your Extension Request With oner documentation, please attach them to this request • This form will be provided to you when it is either approved or denied. 		
Continued on next page.		

BY-LAW No. 20-2023

Schedule “F”

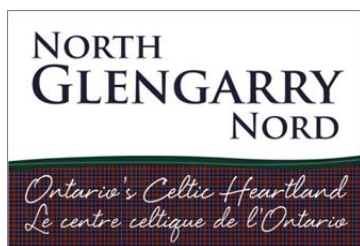
Request for Extension to Obtain a Hearing Form

Statement of Penalty Notice Recipient	
<div>I represent and warrant that:</div> <div><div><div>I am the registered owner of the vehicle bearing the number plate specified in the Penalty Notice or;</div><div>I am a third party authorized in writing to action behalf of the vehicle owner named in the Penalty Notice and I will provide such written authorization to the screening officer.</div><div>I have read and understand the conditions of this application.</div></div></div>	
Signature	Date

Instructions for Submitting Request for Review Form
<div>Please submit your completed form to the Township of North Glengarry by:</div> <div><div>a) Regular letter mail to: 3720 County Rd 34 RR 2, Alexandria, ON, K0C 1A0</div><div>b) Email scanned copy to: info@northdundas.com</div><div>c) Facsimile (Fax) : 613-525-1649</div><div>d) In person at: 3720 County Rd 34, Alexandria, ON, K0C 1A0</div></div>

INTERNAL USE ONLY	
Application Received Date:	
Decision Date:	
Date Owner Notified:	
Notification by:	EmailMailZ FaxIn Person
Officer's Name:	Signature:

Personal information contained on this form is collected and will be used for the purpose of administering the Township's AMPS By-law. Questions about this collection should be directed to the Township of North Glengarry at 613-525-1116.



STAFF REPORT TO THE COMMITTEE OF THE WHOLE Report No: FD 2023-05

June 21, 2023

From: Matthew Roy – Fire Chief

RE: Community Risk Assessment - O. Reg. 378/18

Recommended Motion:

THAT the Committee of the Whole receives report FD 2023-05 regarding Community Risk Assessment for information purposes only.

Background / Analysis:

This report is to provide the background and requirements regarding the development of a Community Risk Assessment (C.R.A.). Ontario Regulation 378/18: Community Risk Assessments (O. Reg. 378/18) was made under the authority of the Fire Protection and Prevention Act, 1997 (F.P.P.A.). It requires all municipalities in Ontario to develop a C.R.A. prior to July 1st, 2024. This regulation also requires municipalities to use its community risk assessment to inform decisions about the provisions of fire protection services.

Over the next year the department will be developing a C.R.A. to comply with the requirements of O. Reg. 378/18. The department will be creating a stand-alone document in effort to ensure the Township in maintaining compliance with O. Reg. 378/18, including the requirement for the C.R.A. to be reviewed at least annually, and more often as any change in circumstances may warrant. The F.P.P.A. requires that municipalities provide fire protection programs that include public education with respect to fire safety and certain components of fire prevention and provide such other fire protection services as it determines may be necessary in accordance with its needs and circumstances.

The introduction of O. Reg. 378/18 is now a core component of developing an in-depth analysis of a community's fire-related risks through a comprehensive analysis of nine mandatory profiles. The F.P.P.A. also assigns duties to the Office of the Fire Marshal (O.F.M) to advise municipalities on the interpretation and enforcement of this Act and the regulations.

The O.F.M. has developed Technical Guideline-02-2019 (O.F.M. T.G.-02-2019) to assist municipalities and fire departments in the process to develop a C.R.A. and to utilize the completed C.R.A. to inform the municipality's decisions regarding complying with the F.P.P.A. The department will be utilizing the methodology and analysis to develop a C.R.A. as guided by O.F.M. T.G.-02-2019, which recognizes the value of understanding the fire risk within a community, and the importance of developing fire risk reduction and mitigation strategies in addition to providing fire suppression services.

The primary purpose of this C.R.A. is twofold:

1. To develop a Community Risk Assessment for the Township to identify the fire related risks within the community and comply with O. Reg. 378/18;
2. To utilize the fire related risk conclusions of the Community Risk Assessment to inform comprehensive analyses of the existing, and future fire protection needs of the Township.

Alternatives:

N/A

Financial Implications:

N/A

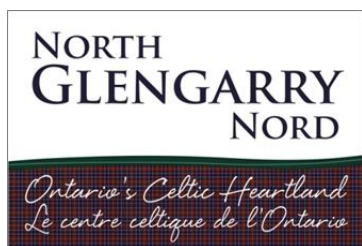
Attachments & Relevant Legislation:

O. Reg. 378/18

Others Consulted:

Sarah Huskinson – CAO/Clerk

Reviewed and Approved by:
Sarah Huskinson, CAO/Clerk



STAFF REPORT TO THE COMMITTEE OF THE WHOLE

Report No: CS 2023-14

June 21, 2023

From: Anne Leduc – Director of Community Services

RE: Community Services Workplan Q2 2023

Recommended Motion:

THAT the Committee of the Whole receives Staff Report CS-2023-14 for information purposes.

Background / Analysis:

The table enclosed at the end of this report shows the progress on the various projects undertaken by the Community Services Department.

ADMINISTRATION

Grant Applications

- The Township received word that the grant application was submitted to the Ontario Trillium Foundation's Resilient Community Fund for Lawn Bowling Equipment for the Tim Hortons Dome was unsuccessful. This information was shared with the lawn bowling group who has requested that cost to purchase new equipment be included in the 2024 budget;
- \$8,000 was received through Celebrate Canada for Canada Day;
- Full funding for the Tourism Coordinator student position was received through the Summer Experience Program. This individual will work closely with the Economic Development and Communications Officer on the Meet Me on Main Street events.
- The final, final report with Investing in Canada Infrastructure Program was filed for the Glengarry Sports Palace refurbishment;
- The Township has supported a grant application to the Ontario Trillium Foundation by the Alexandria & District Lions Club for the outdoor rink.

Health and Safety Meetings – The Recreation Staff met in early June to go over each facility's Health and Safety Inspection Reports and to discuss any issue that may arise in the workplace. Minutes are taken and posted to the Health and Safety board in each facility. Recreation Staff has also joined with the Public Works department to host quarterly staff meetings.

Ice Schedule for ice season start-up

- Expected ice rental date for the 2023/2024 season in Maxville is Friday, September 15, 2023 (ice installation starts September 5, 2023)
- Expected ice rental date for the 2023/2024 season in Alexandria is Friday, August 25, 2023 (ice installation starts on August 15, 2023).

Parks and Recreation Action Plan – The process is well underway with the launch of the survey which is available until June 30, 2023. Stakeholder consultations will be held with groups such as the MRAC, the Maxville Advisory Committee, and representatives from various user groups in the various facilities.

EVENTS AND ACTIVITIES

Alexandria Skatepark – The launch of the Alexandria Skate Park project was held on May 16, 2023 with Council, MP Francis Drouin and members of the Alexandria Skate Park Committee on site.

Ball Hockey for Youth – Activities are ongoing at the Maxville & District Sports Complex and at the Glengarry Sports Palace due to popular demand. Registration is higher in Maxville for this activity.

Boys & Girls Club – Activities are ongoing until the end of the school year.

Broadsword Tournament – This event will be hosted in Island Park starting July 31st until August 3rd. A tent will be located at the west end of the Park at the top of the hill.

Business and Community Awards Event – This event is scheduled for September 21st at the Michel Depratto Community Hall at the Glengarry Sports Palace. The event format will be a wine and cheese format with music accompanying the remittal of the awards.

Canada Day – The Alexandria & District Lions Club will be hosting Canada Day in Alexandria on Saturday, July 1, 2023. This event will include a parade and fireworks are booked for 10 pm. Apple Hill and in Maxville will host their events on June 30th. Glen Robertson will be hosting their activities on July 2, 2023.

CO-ED Soccer – Was held on Monday nights at the Tim Hortons Dome and was well attended. It ran until May 8th, 2023.

Geese Mitigation –The final report was forwarded to the Ministry at the end of May.

Glengarry Soccer League - This year has seen the highest registration ever at 1,800 players.

Goalie Clinics (Soccer) – This program, run by Lalo Flores, was very successful during the Christmas holidays. It was offered again on April 15th, 16th, 22nd and 23rd with full registration. Staff plans on offering goalie clinics during the 2023 Christmas holidays.

Karate – The session is wrapping up at the end of the school year at Island Park.

Learn to Play Pickleball – This Spring, staff organized two sessions of learn to play pickleball. This program allowed newcomers to get initiated to the sport and learn the rules of the game. Both sessions were full. Staff plans on offering the same formula in the Fall.

Running Program –The spring session started on April 12th and ran until June 11th. This program will resume in the Fall.

Sportball – The Winter Sportball Session ended at the end of March. This program was well attended and will return in the Fall.

Summer Camp – The Boys and Girls Club are once again offering a Summer Camp in Alexandria. Currently, the camp has only a few spaces remaining.

Track Memberships – There are currently 401 track and 7 tennis memberships sold at the Dome. These numbers remain unchanged from Q1 to Q2 2023. For Q1, 247 track and 4 tennis memberships are considered active. For Q2, 224 track and 4 tennis memberships are considered active.

Volleyball

- Summer outdoor volleyball will take place on the new volleyball court in Island Park from June 20, 2023 to August 22, 2023 (women's and a co-ed leagues).

Yoga Programming – The Spring Yoga session ended after the Victoria Weekend and will resume in September.

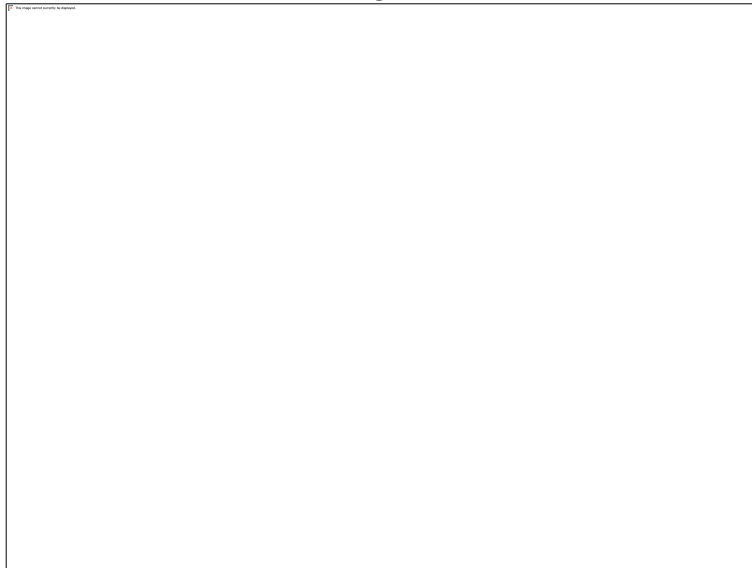
FACILITIES

Glengarry Sports Palace

- Health and Safety inspections were performed for June 2023.
- New LED lighting was installed over the soccer field at the GSP.
- Facility has received a new coat of "Bronze" paint.
- The flooring was replaced in the bathroom at the Alexandria Library.
- The AED unit was inspected in May.

- The overflow pit in the ice resurfacer room is being filled. The grate that covered the pit had become warped and unstable over time. The pit is no longer in use as snow is dumped outside the facility after the ice is resurface.
- The GSP's refrigeration plant was audited in May 2023 for its TSSA renewal. No corrective actions were required and TSSA has issued the compliance certificates for the refrigeration plant.

Original



With primer



Bronze paint colour

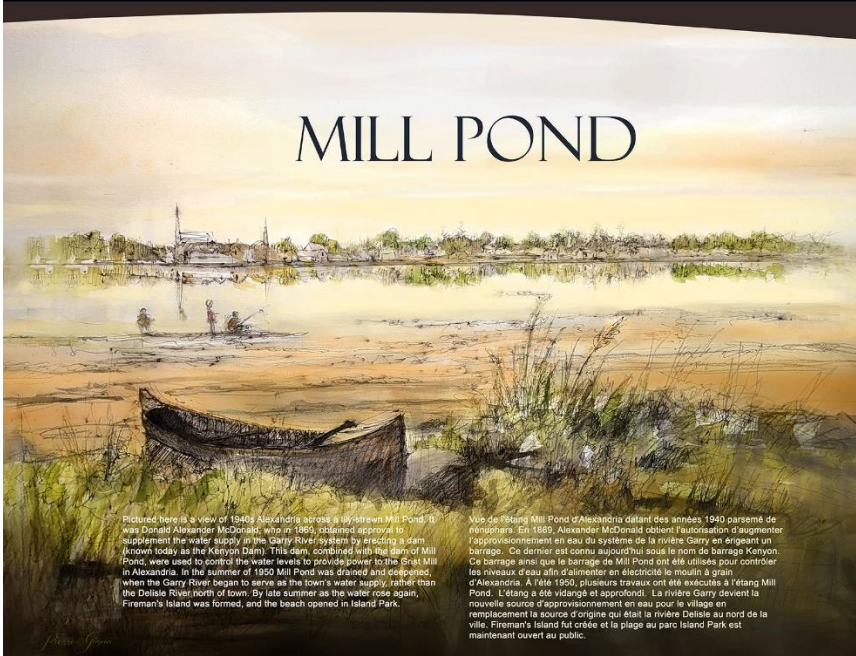


Island Park

- Health and Safety inspections were done for June 2023.
- The SDG heritage panels were installed at Island Park. The first plaque speaks to the Churches of Alexandria - St-Finnan's Basilica, Sacré-Coeur Church and the United Church (Church on the Hill) and the other depicts Mill Pond's history.



MILL POND



Pictured here is a view of 1940s Alexandria across a dry-strewn Mill Pond. It was Donald Alexander McDonald, who in 1889, obtained approval to supplement the water supply in the Garry River system by erecting a dam (known today as the Kenyon Dam). This dam, combined with the dam of Mill Pond, were used to control the water levels to provide power to the Great Mill in Alexandria. In the summer of 1950 Mill Pond was drained and deepened, when the Garry River began to serve as the town's water supply, rather than the Delisle River north of town. By late summer as the water rose again, Fireman's Island was formed, and the beach opened in Island Park.

Vue de l'étang Mill Pond d'Alexandria durant des années 1940 parsemé de remparts. En 1889, Alexander McDonald obtient l'autorisation d'augmenter l'approvisionnement en eau du système de la rivière Garry en érigeant un barrage. Ce dernier est connu aujourd'hui sous le nom de barrage Kenyon. Ce barrage ainsi que le barrage de Mill Pond ont été utilisés pour contrôler les niveaux d'eau afin d'alimenter en électricité le moulin à grain d'Alexandria. À l'été 1950, plusieurs travaux ont été exécutés à l'étang Mill Pond. L'étang a été vidangé et approfondi. La rivière Garry devient la nouvelle source d'approvisionnement en eau pour le village en remplaçant la source d'origine qui était la rivière Delisle au nord de la ville. Fireman's Island fut créée et la plage au parc Island Park est maintenant ouvert au public.

"Where Ontario Began"



Mayor Bob Graham surveyed the scene from the west side of the pond, as improvements to the drainage channel continued adjacent to Main Street and Mill Square.

Le maire Bob Graham inspecte la scène du côté ouest de l'étang Mill Pond durant les travaux d'amélioration en aval le long de la rue Main et du carré Mill Square.

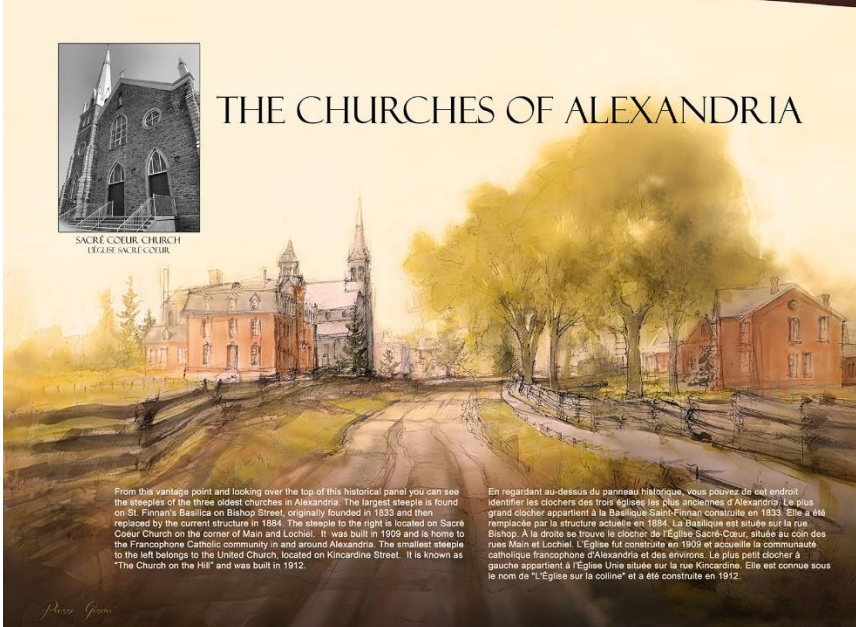


Pictured from above is a modern-day Alexandria, in the background sits one of the small islands in Mill Pond and, in the centre, you can see the Priest's Mill. Easily identifiable by their spires are The Church on the Hill on the left and St. Finnan's Basilica on the right.

Cette photo présente le village d'Alexandria tel qu'il est aujourd'hui. Au premier plan, vue de l'une des petites îles dans l'étang Mill Pond et au centre le moulin Priest's Mill. Nous y retrouvons également deux églises : à gauche « l'Eglise sur la colline » et à droite « La basilique Saint-Finnian ».



THE CHURCHES OF ALEXANDRIA



SACRE COEUR CHURCH
ÉGLISE SACRÉ-CŒUR

From this vantage point and looking over the top of this historical panel you can see the steeples of the three oldest churches in Alexandria. The largest steeple is found on St. Finnan's Basilica on Bishop Street, originally founded in 1833 and then replaced by the current structure in 1884. The steeple to the right is located on Sacre Coeur Church on the corner of Main and Lochiel. It was built in 1909 and is home to the Francophone Catholic community in and around Alexandria. The smallest steeple to the left belongs to the United Church, located on Kincardine Street. It is known as "The Church on the Hill" and was built in 1912.

En regardant au-dessus du panneau historique, vous pouvez de cet endroit identifier les clochers des trois églises les plus anciennes d'Alexandria. Le plus grand clocher appartient à la Basilique Saint-Finnian construite en 1833. Elle a été remplacée par la structure actuelle en 1884. La Basilique est située sur la rue Bishop. À la droite se trouve le clocher de l'Église Sacré-Cœur, située au coin des rues Main et Lochiel. L'Église fut construite en 1909 et accueille la communauté catholique francophone d'Alexandria et des environs. Le plus petit clocher à gauche appartient à l'Église Unie située sur la rue Kincardine. Elle est connue sous le nom de "L'Église sur la colline" et a été construite en 1912.



ST. FINNAN'S BASILICA
BASILIQUE SAINT-FINNAN

Reverend Alexander Macdonell saw the potential of the water supply at Loch Garry and proceeded to build a dam and a grist mill around 1819, which you can see across Mill Pond. The mill was used for church services whereas a priest was available. The harvest that grew up around the "priest's mill" was named Alexandria, after its founder who later became the first Catholic Bishop of Upper Canada.

Vers 1819 le révérend Alexander Macdonell a procédé à la construction d'un barrage et d'un moulin à farine, ayant constaté le potentiel de l'approvisionnement en eau du Loch Garry. Ce barrage est situé de l'autre côté de Mill Pond. Le moulin servait de site pour les services religieux quand un prêtre était disponible. Le hameau d'Alexandria s'est développé autour du « Priest's Mill ». Ce hameau porte le nom de son fondateur, qui est devenu le premier évêque catholique du Haut-Canada.



ST. FINNAN'S BASILICA
BASILIQUE SAINT-FINNAN

"Where Ontario Began"



- Partitions have been partially installed in the bathrooms and the project will be completed for July 1st.
- The siding is being replaced on the Sandfield Centre and will be completed prior to July 1st.
- A new volleyball court was created at the west end of the park.
- One of the splash pad's water features was not functional at start-up. New valves were ordered and the installation should have been completed by the time Council receives this report.
- The removal of noxious weeds has started in Mill Pond.
- Water testing results for the beach at Mill Pond:

2023 Mill Pond Water Analysis Results

Geometric Mean of 5 samples E.coli (cfu/100 mL) *		
Date	Result	Comment
25 May 2023	13	
31 May 2023	50	
6 June 2023	23	
<p>* CFU stands for 'Colony Forming Units' and refers to the number of viable bacterial cells in a sample per unit of volume</p> <p>± E. coli guidelines for freshwater beaches between 100 and 200 cfu/100 mL varying depending on the swimming-associated risk level deemed acceptable.</p> <p>Beach advisories are posted when the geometric mean exceeds 200 E. coli / 100 mL or if a single sample exceeds 400 E. coli / 100 mL.</p>		

Maxville & District Sports Complex

- Health and Safety inspections were done for June 2023.
- The North compressor was rebuilt during the week of June 12th. This was a capital item.
- The fire extinguisher inspections were performed in May.
- The repairs to the metal roof were done in May.
- Grass maintenance is ongoing.
- Painting was completed in the Pro Shop.
- During the annual refrigeration plant audit in May 2023 for its TSSA renewal, we were advised of two corrective action which were to clean the plant's transformers and implement an electrical maintenance program, and replace the pressure valves on the chiller. Both items were rectified, and the report was submitted to the insurer. TSSA has issued the compliance certificates for the refrigeration plant.

Tim Hortons Dome

- Health and Safety inspections were done for June 2023.
- Staff is monitoring a crack in the tennis court.
- Met on site with the contractor for the new accessible door. They expected to receive the door in May but it is still on back-order.

- The annual inspection for the fire suppression system was performed. We received a non-conforming report regarding the flow rate for the system. We have requested a quote from Viking to correct this issue.

Other facilities / assets

- Liquor licences have been issued for the Glen Robertson, Dalkeith and Apple Hill Community Centres (valid until 2027).
- Insurance inspections have been performed at the Apple Hill and Dunvegan Community Halls, and Sandfield Centre at Island Park. Issues such as non-conforming electrical receptacles (plugs) and proper storage for containers containing flammables were addressed. Reports confirming conformity will be filed with the insurance provider once the corrective actions have been taken.

OTHER

Community Improvement Plan / Regional Incentives Program

- Staff is continuing to promote the CIP and RIP with qualifying North Glengarry property owners and process any applications/closing requests that are received.

Meetings / Training (virtual or otherwise) – Staff has participated in the:

- SDG Economic Officers Working Group
- Eastern Ontario Agri-Food Network Meeting.
- Meeting with TR Leger to obtain ESL services for newcomers in North Glengarry
- Maxville and District Chamber of Commerce
- Business Sisters regarding partnerships with the business sector and the municipality
- Corridors Connect Site Selection Tour hosted by Spark/SDG/Cornwall

Other Economic Development Activities

- Businesses and community groups receive information regarding grants and funding opportunities.
- Nominations for the Business & Community Awards were launched in June and are open until July 28, 2023.

Communications through website, Social Media and traditional media

Press Releases / Videos / Ads

- Several videos / pictures have been released on Facebook regarding local activities and businesses
- Launch of Alexandria Skate Park project and Press Release.
- Press release issued regarding the removal of noxious weeds in Mill Pond.
- Communications regarding road closures or repairs have been posted to Facebook.

COMMITTEE AND WORKING GROUP ACTIVITIES

Arts, Culture and Heritage Committee

- A review was performed of the Blue Plaque Program was performed at the June meeting;
- SDG is funding one (1) interpretive panel in North Glengarry. The ACHC members are giving some thought to an appropriate subject and location for the panel;
- Minutes from previous meetings are shared with Council as part of the Consent Agenda.

Community Development Committee

- The Community Development Committee held their second meeting on May 31, 2023.
- Minutes from previous meetings are shared with Council as part of the Consent Agenda.

Municipal Recreation Association Meeting

- Representatives from the Recreation Associations attended the June 7, 2023 meeting. This was the highest turnout for a Recreation Association meeting with 19 individuals in attendance.
- Two municipal recreation associations are seeing increased participation by the community. The Apple Hill Recreation Association has voted Mr. Barry Benton as President, Mr. Elwyn Massia at Vice-President and Mrs. Karen Lamarche as Secretary / Treasurer. The Greenfield Recreation Association is being managed by Mrs. Lisa St-Denis who is actively recruiting volunteers for that region.

Maxville Advisory Committee Meeting

- The group met at the Maxville & District Sports Complex on June 14, 2023 to discuss ice usage, ice requests, and various maintenance and construction projects at the facility. The next meeting is scheduled for September 12, 2023.

Alternatives:

None

Financial Implications:

None

Attachments & Relevant Legislation:

- Community Services Q2 Workplan

Others Consulted:

Kimberley Goyette – Director of Community Services

Natalie Charette – Economic Development and Communications Officer

Reviewed and approved by:
Sarah Huskinson, CAO/Clerk

	Community Services Tasks	Deliverable	Involvement	2023				2024	Progress
				Q1	Q2	Q3	Q4		
Strat Plan	Review of Economic Development Strategy		AL, NC, SH						
	Review of Communication Plan	Completed	SH, NC, AL						
	Update of Vacant Lands Inventory	Completed	DC, AL						Reached out to land owners for update - Completed and remitted to CAO
	Development and Marketing Strategy	Ongoing	AL + CDevCttee						Strategy initiated in February 2021. Updates provided monthly to the Community Development Committee
	Recreation Master Plan	Ongoing	Rec Dept						Survey launched
	Provide training to all departments on excellence in customer service.	Ongoing	All Departments						Course planned for July 18, 2023
Capital	EcDev - SDG 2022 Panels	Completed	NC + Todd Lihou SDG						Installed at Island Park in June 2023
	EcDev - SDG 2023 Panel	Ongoing	NC, ACHC + Todd Lihou						1 New panel to be developed in 2023
	GSP - Compressor refurbishment	Ongoing	NH, AL						Scheduled for Summer 2023
	GSP - Field repairs - Lighting	Completed	NH						Completed May 2023
	GSP - Paint Exterior of Building	Completed	NH						Completed June 2, 2023
	IP - Partitions in Bathrooms	Ongoing	JD, AL						Partial installation late May. To be completed prior to Canada Day
	IP - Skatepark	Ongoing	AL, JD						Contract signed with Papillon Skate Park
	IP - Siding replacement	Ongoing	AL						Siding replacement started June 12, 2023
	MSC - Chairs for Community Hall	Ongoing	AL						Chairs ordered and scheduled for delivery in July 14, 2023
	MSC - Asphalt Pad Pickleball	Ongoing	JA, AI						Scheduled for June 26, 2023
	MSC - Compressor refurbishment	Completed	JA, AL						Done week of June 12, 2023
	Millsq - Architectural Design - Next Steps	Ongoing	SDG Counties, AL						Tied to Alexandria Main Street Project
	Admin - Accessibility Plan	Ongoing	Township						Accessibility plan to be reviewed, updated and filed by December 31, 2023
	Admin - Business & Community Awards Event	Ongoing	AL, MD						Planned for September 21, 2023
	Admin - Grants - Celebrate Canada Application 2023	Completed	AL						\$8,000 in funding received from Celebrate Canada
	Admin - Grants - Ontario Trillium Application 2021 - HVAC System in Maxville arena	Completed	AL						Final report submitted in March 2023

	Community Services Tasks	Deliverable	Involvement	2023				2024	Progress
				Q1	Q2	Q3	Q4		
	Admin - Grants - Resilient Community Fund	Completed	AL						Grant not successful
	Admin - Insurance cost for facility renters	Updated	AL, SD, MD						Revised costs integrated into Book King Software
	Admin - Recreation Policies and Procedures	Ongoing	AL, JA, JD, NH, SD, MD						Documents reviewed annually
	Admin - Staff Regulatory Training	Ongoing	AL, JA, JD, NH						Workplace Health & Safety courses continuing
	Admin - Smart Serve recertification for staff	Ongoing	All staff						Required prior to July 1, 2023
	Dome - Fire Suppression System Inspection	Ongoing	AL, JD						Quote to be submitted for flow rates
	Dome - March Break Camp	Completed	SD						Two days of camp with full attendance
	Dome - Programming - 2022/2023 Women's Volleyball	Completed	AL, MD, SD						Program started in November 2022 until end of April 2022
	Dome - Programming - 2023 Drop In Football	Completed	SD, JD						Drop-in program on Sundays until end of April 2023
	Dome - Programming - 2023 Winter/Spring Boys & Girls Club	Ongoing	AL, SD						Program on-going until end of school year
	Dome - Programming - Hybrid Soccer League	Completed	SD, JD						Started in February 2023 on Monday evenings until 1st week in May
	Dome - Programming - Running Program Spring	Ongoing	SD						Registration open for new session
	Dome - Programming - Running Program Winter	Completed	SD						Ends March 2023
	Dome - Programming - Sportball Fall 2023	Completed	SD						Session ends April 2023
	Dome - Programming - Youth Volleyball Winter 2023	Completed	SD						Session ends May 2023
	Dome, GSP, MSC, IP - Programming - 2023 Family Day	Completed	Rec Dept						
	Dome, GSP, MSC, IP - Programming - 2023 March Break	Completed	Rec Dept						
	EcDev - Arts, Culture & Heritage Committee Support	Ongoing	AL, NC						Ongoing
	EcDev - Business Support	Ongoing	AL, NC						Working with Maxville & Alexandria Chambers to support local businesses
	EcDev - Chamber of Commerce project	Completed	NC						Revitalization of Chamber
	EcDev - Community Development Committee Support	Ongoing	AL, DC, NC						Ongoing
	EcDev - Community Grants Applications/Approvals	Completed	AL, NC						LOA signed with participants
	EcDev - Community Grants Program Review	Completed	ACHC, AL, NC						Reviewed by ACHC at March 6 meeting
	EcDev - Community Improvement Program Review	Ongoing	ACHC, AL, NC						To be reviewed at April ACHC meeting
	EcDev - Employer Support	Ongoing	AL, NC						Working with various ministries & SDG EcDev to ensure that needs of business owners are heard at various government levels and shared back with owners

	Community Services Tasks	Deliverable	Involvement	2023				2024	Progress
				Q1	Q2	Q3	Q4		
Other	EcDev - Kilt Skate 2024	Ongoing	SD, NC, AL						Will work with South Glengarry to coordinate event
	EcDev - My Main Street Program	Completed	DC, AL						Grants received and reporting finalized
	EcDev - Summer Experience Grant - Summer Student	Completed	AL						Grant obtained and student hired
	EcDev - Regional Incentives Program	Completed	NC						2023 Round is closed
	GSP - Alexandria Library ceramic flooring	Completed	NH						Flooring installed June 2023
	GSP - Glengarry Sports Hall of Fame 2023	Ongoing	NH						Event will be held in August 2023
	GSP - Refrigeration Plant Certification TSSA	Completed	AL, NH						Completed and certificates issued
	GSP - TSSA Inspection Elevator	Ongoing	NH						Quarterly
	GSP - Programming - 2023 Spring Youth Floor Hockey	Ongoing	MD, SD						Program running until end of July
	IP - Aquatic Vegetation Removal Loch Garry 2023 Permit	Completed	AL, TW + PW						Application submitted to the DFO and permit received. Press Release prepared and work scheduled to start after June 15th
	IP - Aquatic Vegetation Removal Mill Pond 2023 Permit	Completed	AL, TW + PW						Application submitted to the DFO and permit received. Press Release prepared and work scheduled to start after June 15th
	IP - Canada Day Activities	Ongoing	AL, JD						Working with Lions Club on next year's event
	IP - EOHU Kitchen Inspections	Completed	JD						Completed and certificates issued
	IP - EOHU Mill Pond Water Monitoring	Ongoing	AL						Started Victoria Day Weekend
	IP - EOHU Splash Pad Inspection	Completed	JD						Completed and certificate issued
	IP - Fireworks	Ongoing	AL						Fireworks booked for July 1, 2023 & December 3, 2023
	IP - Fishing Derby	Completed	AL, JD						Held on February 18, 2023
	IP - Geese Mitigation Program - oiling of eggs	Completed	NH, GB, AL						Report for 2023 forwarded to Ministry of Natural Resources
	IP - Geese Mitigation Program - Permit application	Completed	AL						Permit obtained until 2027
	IP - Installation of Bottle Filling Station	Completed	JD, AL						Purchased by Community Living Glengarry and Lions Club. Installed by the Township
	IP - Playground Inspections	Ongoing	JD, GB						Spring inspections scheduled for end of April, mid-summer and Fall 2023
	IP - Programming - Summer Camp Boys & Girls Club	Ongoing	AL, SD, MD						8 week program Summer 2023
	IP - Programming - Winter/Spring Boys & Girls Club	Ongoing	AL, SD, MD						Program on-going till end of school
	IP - Volleyball Court	Completed	JD, AL						New sand volleyball court installed at west end of Island Park
	MSC - Playground Inspections	Ongoing	JA, GB						Spring inspections scheduled for end of April, mid-summer and Fall 2023

	Community Services Tasks	Deliverable	Involvement	2023				2024	Progress
				Q1	Q2	Q3	Q4		
	MSC - Programming - 2023 Spring Youth Floor Hockey	Ongoing	MD, SD						Program running until end of July
	MSC - Programming - Kilt Skate 2023	Completed	NC, SD, AL						Held on February 19, 2023 at MSC
	MSC - Programming - tennis, pickleball, basketball, walking track	Ongoing	AL, JA, SD						Available until ice start-up in September 2023
	MSC - Refrigeration Plant Certification TSSA	Completed	AL, JA						Completed and certificates issued
	MSC - Repairs to tin roof	Completed	JA						Work completed in May
	MSC - Summer Camp	Ongoing	AL, JA						Youth Unlimited program
	Recreation Associations - Liquor Licence Apple Hill	Completed	AL						Licence issued
	Recreation Associations - Liquor Licence Dalkeith	Completed	AL						Licence issued
	Recreation Associations - Liquor Licence Glen Robertson	Completed	AL						Licence issued
	Recreation Associations - Playground inspections	Ongoing	JD, GB						Weekly visual inspections by grass-cutting staff and start of season, mid-season and end of season inspections done by Parks Staff at playgrounds in Apple Hill, Dalkeith, Dunvegan and Glen Robertson

Preparation



Execution



Complete





STAFF REPORT TO THE COMMITTEE OF THE WHOLE

Report No: PW-2023 24

June 21, 2023

From: Timothy Wright Director of Public Works

RE: Public Works Update

Recommended Motion:

THAT the Committee of the Whole received PW-2023 24 for information purposes only

Background / Analysis:

This is an update on the activities and progress of the Public Works Department in North Glengarry for the second quarter of 2023. The following information outlines the department's accomplishments and ongoing projects during this period.

Bridge Projects:

1. Bishop Street Bridge: Concrete repairs are currently being tendered. Full bridge closure and detour routes are expected for approximately a month.
2. Dominion Street Bridges: Design is ongoing. Budgetary predictions are expected to be made in September.
3. Studies on Remaining Bridges: Underway for the following bridges: Blind Road Bridge #32, Athol Road Bridge #3, Conc 21 Bridge #4, Macks Corners Bridge #27, McIntee Road Bridge #41, Conc 19 Bridge #47, Centre Street Bridge #57, and Conc Road 7 Culvert #65.

Compliance and Regulations:

1. Grade Crossing Regulations: Clearing of sightlines and brushing along roads approaching train tracks to comply with new regulations from last year.
2. Railway Safety Grant: Expected grant for drainage improvements on Rolland Massie Crossing has not been received. Work has not started or been planned.

Weed Control and Maintenance:

1. Weed Harvesting Trailer: Ready for operation by June 24th. Will operate every weekend with RRCA permit until July 15th.
2. Disc Mowers: Procured and planned to be operational by June 21st, later than desired. May not have full effect on weed growth. Aim to start on June 15th each year in compliance with ministry regulations.

Equipment and Operations:

1. Patrol Vehicles: Three purchased in 2022 are expected to arrive in July, which will save fuel and mitigate inflation impacts.
2. Tandem Truck Purchase: Joint purchase with counties. Delayed arrival until 2024 after the winter season. Exploring the possibility of increasing order to two so that we can keep pace with the Tandem replacement schedule. Public Works will bring a report to Council if it is possible to add to the order.
3. Gravel Supply: Supplier delays due to equipment issues with the crusher. Only able to resurface a portion of the Township.
4. Dust Suppression: On schedule with additional requirements when gravel placement resumes. Inflation causing price increase from \$386/tonne to \$510/tonne, will likely lead to cost overrun.
5. Crack Sealing Trailer: Arrived, but production-level crack sealing postponed until the Fall. The future plan is to conduct crack sealing in the spring as well.

Asphalt

1. Glen Robertson paving is almost complete. We will do some shouldering in-house to clean up some of the edges. The company will return to complete the Glen Robertson Community Centre car park and then proceed to Tobin St in Alexandria. We installed two catch basins in house after the pulverization once we had drainage data and regraded the community centre car park to ensure drainage away from the building.

Sidewalk Maintenance and Redevelopment:

1. Sidewalk Maintenance: Contracted with a company for minor trip hazard removal within the Township. Concentrated repairs on Main St as a stop-gap measure before the Main St redevelopment project.
2. Main St Redevelopment: Currently in the data gathering phase with the County conducting inspections and data verification of storm sewer.
3. Flower boxes were re-built in the village of Maxville along with remounting signage.

Collaborations and Studies:

1. Road Rationalization Study: Public Works participated in County's study, assessing roads for upgrading or downgrading.
2. LCB Portion of Kenyon Concession: Reconstruction agreement was signed to provide access to the 417 in exchange for asphalt grinding. Notices were sent to residents.
3. Pedestrian Survey Studies: In progress for access to Glengarry District High School, Tim Hortons Dome, and Glengarry Sports Palace. Report to council needed for endorsement to apply for pedestrian crossings.

Water and Wastewater Projects:

1. Water Main Reline: EVB working with the water department on the plan for relining on Main Street.
2. Wastewater Reline: Awarded to Clean Water Works. Expected to proceed in July.
3. Water Meter Replacement Program: Progressing with a local plumber from Alexandria. Facing difficulties at more challenging addresses with access and uncooperative residents.
4. Water System Operations: Consultant hired to identify water loss. Operations to start after July 10th.
5. Lagoon Cleanout tender closing tomorrow

Other Projects and Operations:

1. Intake Dike Construction: Scheduled for August.
2. Brushing and Ditching Operations: Progressing on loose top roads, particularly on Blythe Road. Transportation Manager developing a schedule.

3. Storm Clean-Up Impacts: The budget was diverted to storm clean-up, affecting the quantity and quality of hard top brushing and ditching. Assistance was contracted to remove material from ditches.
4. Garbage and Recycling Tender: Closed within budget limits. Report for a contract award to be presented at Monday's Council meeting.
5. Legion Building – conducted a site investigation to find the best plan of action for rectification of the drainage issue there. In the process of drafting the scope of work and procuring contractors for the work

Alternatives:

N/A

Financial Implications:

N/A

Attachments & Relevant Legislation:

N/A

Others Consulted:

N/A

Reviewed and approved by:
Sarah Huskinson, CAO/Clerk