

THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY
Regular Meeting of Council
Agenda

Monday, October 23, 2023, 6:00 p.m.

Council Chamber

3720 County Road 34

Alexandria, On. K0C 1A0

THE MEETING WILL OPEN WITH THE CANADIAN NATIONAL ANTHEM

- 1. CALL TO ORDER**
- 2. DECLARATIONS OF PECUNIARY INTEREST**
- 3. ACCEPT THE AGENDA (Additions/Deletions)**
- 4. ADOPTION OF PREVIOUS MINUTES**
 - a. Regular Meeting of Council - October 10th 2023
- 5. DELEGATION(S)**
 - a. South Nation Conservation - Carl Bickerdike, CAO/General Manager
 - b. Cornwall Business Enterprise Centre - Shauna Baggs, Small Business Development Officer
- 6. STAFF REPORTS**
 - a. Administrative Department
 1. 2023 Municipal Emergency Control Group Update
 2. 2024 Council Meetings
 3. Request for Council support – North Glengarry BESS Project – Compass Renewable Energy Consulting Inc.
 - b. Community Services Department
 1. Tree Canada Grant
 - c. Treasury Department
 1. Request for Proposal (RFP) for the Supply of Banking Services
 - d. Building, Planning & By-law Department
 1. Road Widening By-law 30-2023 Hope Ouimet Road
 - e. Public Works Department
 1. Maxville Lagoons Environmental Assessment
- 7. UNFINISHED BUSINESS**

8. CONSENT AGENDA

9. NEW BUSINESS

10. NOTICE OF MOTION

Next Regular Public Meeting of Council

Monday November 13th 2023 at 6:00 p.m. in the Council Chambers, 3720 County Road 34, Alexandria, Ontario.

Note: Meetings are subject to change or cancellation.

11. QUESTION PERIOD

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

12. CLOSED SESSION BUSINESS

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

And adopt the minutes of the Municipal Council Closed Session meeting of October 10,2023

13. CONFIRMING BY-LAW

- a. By-law No. 31-2023

14. ADJOURN

THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY

Regular Meeting of Council

Tuesday, October 10, 2023, 6:00 p.m.

Council Chamber

3720 County Road 34

Alexandria, On. K0C 1A0

PRESENT: Mayor: Jamie MacDonald
Deputy Mayor: Carma Williams
Councillor: Jeff Manley
Councillor: Michael Madden
Councillor: Brian Caddell
Councillor: Gary Martin

REGRETS: Councillor: Jacques Massie

ALSO PRESENT: CAO/Clerk: Sarah Huskinson
Deputy Clerk: Jena Doonan
Director of Community Services: Anne Leduc
Treasurer & Director of Finance: Kimberley Goyette
Director of the Building/By-law & Planning Services: Jacob Rhéaume
Director of Public Works: Timothy Wright

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

Resolution No. 1

Moved by: Carma Williams

Seconded by: Jeff Manley

THAT Council of the Township of North Glengarry accepts the agenda of the Regular Meeting of Council on Tuesday October 10th 2023.

Carried

- 4. ADOPTION OF PREVIOUS MINUTES**

Resolution No. 2

Moved by: Jeff Manley

Seconded by: Michael Madden

THAT the minutes of the following meeting be adopted as circulated
Regular Meeting of Council - September 25th 2023

Carried

5. DELEGATION(S)

- a. Carefor - Jackie Lalonde, Team Leader, Dianne Kuipers, Associate Director
Team Leader Jackie Lalonde and Associate Director Dainne Kuipers of Carefor gave an update on Carefor's ongoing activities and programs.

6. STAFF REPORTS

- a. Planning/Building & By-law Enforcement Department

1. Road Widening By-law No. 28-2023 – Hughie Munro Street, Apple Hill

Resolution No. 3

Moved by: Michael Madden

Seconded by: Brian Caddell

THAT Council of the Township of North Glengarry adopts By-law # 28-2023 being a By-law to acquire and dedicate a portion of a property for road widening purposes; and

THAT By Law 28-2023 be read a first, second and third time and enacted this 10th day of October 2023

Carried

2. Parking By-law No. 13-2014 Amendment – Winter Parking Hours

Resolution No. 4

Moved by: Brian Caddell

Seconded by: Gary Martin

THAT Council of the Township of North Glengarry receives Staff Report No. BP-2023-27; and

THAT Council of the Township of North Glengarry passes By-law No. 27-2023 being an amendment to By-law 13-2014; and

THAT By Law 27-2023 be read a first, second and third time and enacted this 10th day of October 2023

Carried

3. Zoning By-law Amendment No. Z-14-2023

Resolution No. 5

Moved by: Gary Martin

Seconded by: Jeff Manley

THAT Council of the Township of North Glengarry adopts Zoning By-Law No. Z-14-2023; and

THAT By Law Z-14-2023 be read a first, second and third time and enacted this 10th day of October 2023

Carried

4. Zoning By-law Amendment No. Z-15-2023

Resolution No. 6

Moved by: Jeff Manley

Seconded by: Carma Williams

THAT Council of the Township of North Glengarry adopts Zoning By-Law No. Z-15-2023; and

THAT By Law Z-15-2023 be read a first, second and third time and enacted this 10th day of October 2023

Carried

b. Administrative Department

1. Amendment to the Procedural By-law

Resolution No. 7

Moved by: Michael Madden

Seconded by: Jeff Manley

THAT Council of the Township of North Glengarry receives Staff Report No. AD-2023-08; and

THAT Council adopts by-law 26-2023, being a by-law to govern and regulate the proceedings of the Municipal Council, the conduct of its members, and the calling of meetings for the Township of North Glengarry;

AND THAT by-law 26-2023 be read a first, second and third time and enacted in Open Council this 10th day of October 2023.

Carried

c. Community Services Department

1. CIP Application for 90 Main Street South, Alexandria ON

Resolution No. 8

Moved by: Carma Williams

Seconded by: Jeff Manley

THAT Council of the Township of North Glengarry approves the Community Improvement Plan at 90 Main Street South in Alexandria as submitted by the property owner Amanda Haley.

- Program A – Planning & Design Grant representing a grant of 50% up to a maximum of \$550.23 toward the cost of preparing architectural and/or site plans for the building façade improvements.
- Program B - Building Improvement Grant representing a matching grant of 50% up to a maximum of \$5,000.00 for one façade visible from the street.
- Program C – Commercial Signage Grant representing a matching grant of 50% up for a maximum of \$2,000.00.

- Program E – Building Permit Grant representing a grant equal to 100% of the eligible building permit fees to a maximum of \$281.75.
- Program F – Municipal Loan Program of \$10,000.00.

Total Grants: \$7,831.98

Total Loan:\$ 10,000.00

Carried

d. Treasury Department

1. September 2023 Variance Report

Resolution No. 9

Moved by: Jeff Manley

Seconded by: Gary Martin

THAT Council of the Township of North Glengarry accepts report TR2023-17, being a variance report for September 2023 for information purposes only.

Carried

e. Public Works Department

1. Proclamation – Circular Economy Month

Resolution No. 10

Moved by: Gary Martin

Seconded by: Brian Caddell

THAT Council of the Township of North Glengarry receives staff report PW-2023-34; and

THAT Council proclaims October to be Circular Economy month in an effort to raise awareness of the need for our society to consider the full life cycle of the products and processes that we utilize in our day to day lives.

Carried

7. UNFINISHED BUSINESS

8. CONSENT AGENDA

Resolution No. 11

Moved by: Gary Martin

Seconded by: Jeff Manley

THAT Council of the Township of North Glengarry receives the item(s) from the consent agenda for information purposes only.

Carried

- a. Arts, Culture and Heritage Committee - August 8, 2023
- b. RRCA Board Meeting Summary - September 21st 2023

9. NEW BUSINESS

- a. Child Care Worker & Early Childhood Educator Appreciation Day

Resolution No. 12

Moved by: Jamie MacDonald

Seconded by: Carma Williams

23rd Annual Child Care Worker and Early Childhood Educator Appreciation Day

October 17, 2023

Proclamation

WHEREAS years of research confirms the benefits of high-quality early learning and child care for young children's intellectual, emotional, social and physical development and later life outcomes; and

WHEREAS child care promotes the well-being of children and responds to the needs of families and the broader community by supporting quality of life so that citizens can fully participate in and contribute to the economic and social life of their community; and

WHEREAS trained and knowledgeable Registered Early Childhood Educators and child care staff are the key to quality in early learning and child care programs;

WHEREAS Registered Early Childhood Educators and child care workers will be vital to the success of the Canada-Wide Early Learning and Child Care system;

THEREFORE, Be It Resolved that October 17, 2023 be designated the 23rd annual "Child Care Worker & Early Childhood Educator Appreciation Day" in recognition of the education, dedication and commitment of child care workers to children, their families and quality of life of the community.

Carried

10. NOTICE OF MOTION

11. QUESTION PERIOD

12. CLOSED SESSION BUSINESS

Resolution No. 13

Moved by: Michael Madden

Seconded by: Brian Caddell

Proceed "In Closed Session",

As this matter deals with a proposed or pending acquisition or disposition of land by the municipality or local board they may be discussed in closed session under sections 239 (2)(c) of the *Ontario Municipal Act*); and to adopt the minutes of the following Closed Session of Council for June 26th, 2023 September 14th, 2023, September 20th, 2023

Carried

Resolution No. 14

Moved by: Brian Caddell
Seconded by: Michael Madden

THAT we return of the Regular Meeting of Council at 7:18 p.m.

Carried

13. CONFIRMING BY-LAW

Resolution No. 15

Moved by: Brian Caddell
Seconded by: Jeff Manley

THAT Council of the Township of North Glengarry adopts by-law 29-2023 being a by-law to adopt, confirm and ratify matters dealt with by Resolution; and

THAT By-law 29-2023 be read a first, second, third time and enacted in Open Council this 10th day of October 2023.

Carried

14. ADJOURN

Resolution No. 16

Moved by: Carma Williams
Seconded by: Gary Martin

THERE being no further business to discuss, the meeting was adjourned at 7:19 p.m.

Carried

CAO/Clerk/Deputy Clerk

Mayor/Deputy Mayor



SOUTH NATION
CONSERVATION
DE LA NATION SUD

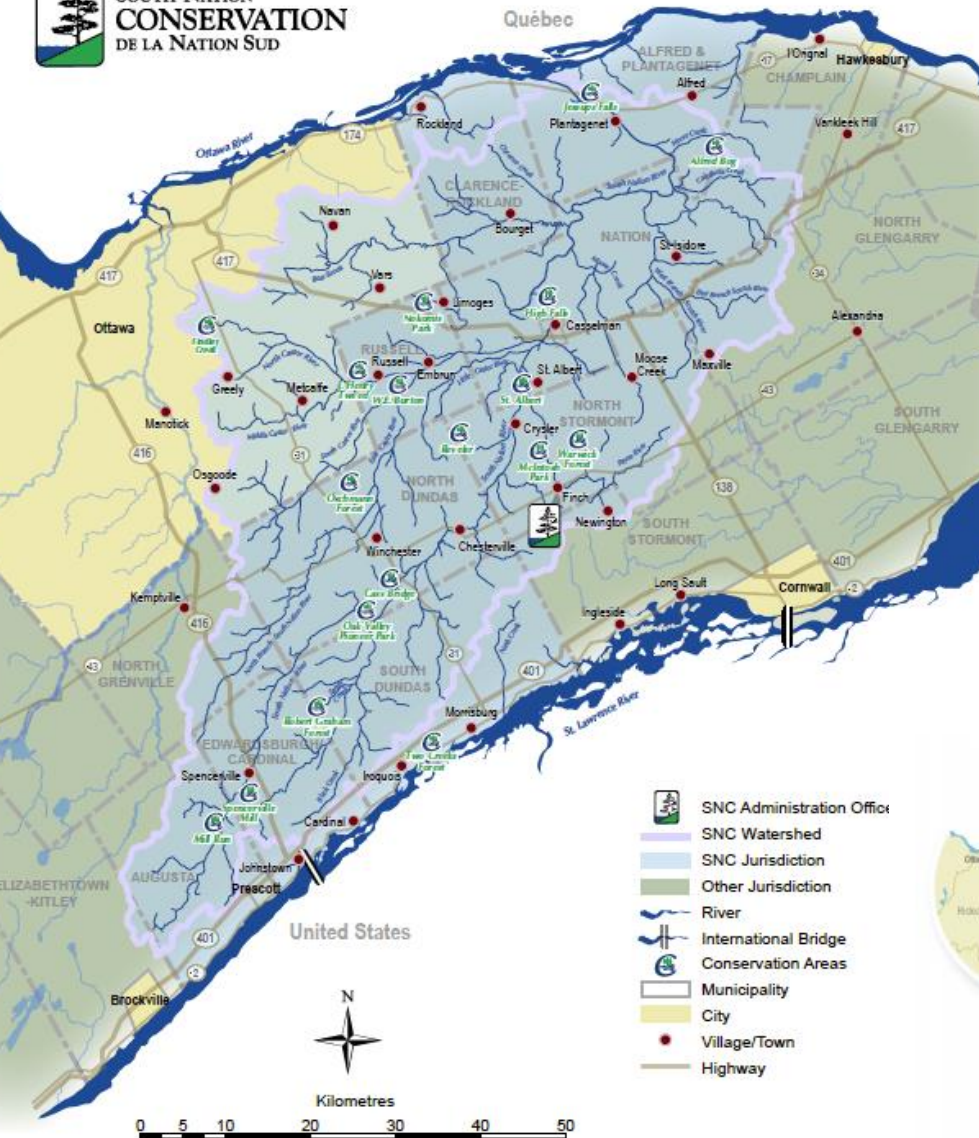
Watershed Programs and Services: 2024 and Beyond



Our Local Environment; We're in it Together.



SOUTH NATION
CONSERVATION
DE LA NATION SUD

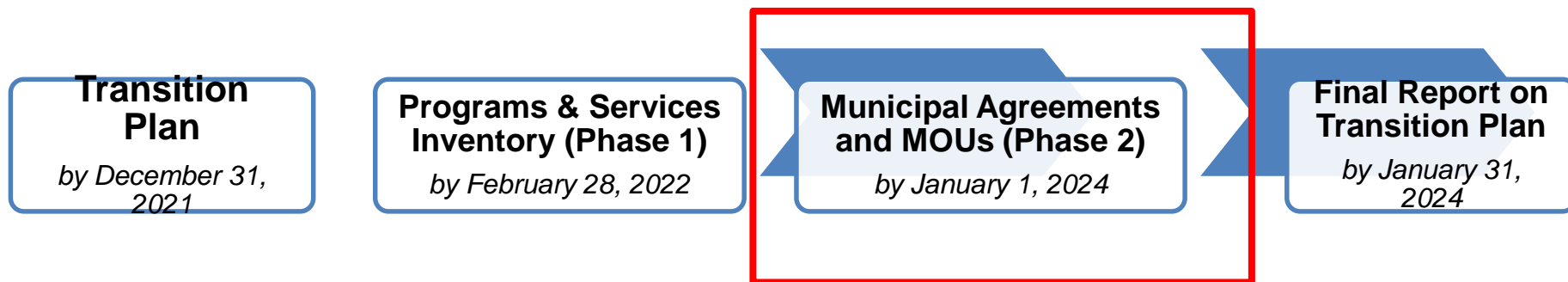


- One of Ontario's 36 Conservation Authorities
- 16 member municipalities including City of Ottawa
- 4,480 km² jurisdiction in Eastern Ontario
- Population: ~200,000





Conservation Authority Act: Transitioning to 2024



Category 3: Other programs and services the conservation authority determines are advisable.

These programs can be funded through self-generated revenue, user fees, government and other agency grants, donations, etc.

Any use of municipal levy requires a cost apportionment agreement with all member municipalities.



Category 3 Programs and Services

- **Private Land Stewardship**
(e.g., tree planting, implementation of best management practices for water quality improvement, and habitat restoration)
- **Education and Outreach**
(e.g., community environmental grants and youth education)
- **Conservation Land Securement**
(e.g., purchase of ecologically-significant lands and ancillary costs related to purchases and accepting land donations and EcoGifts)

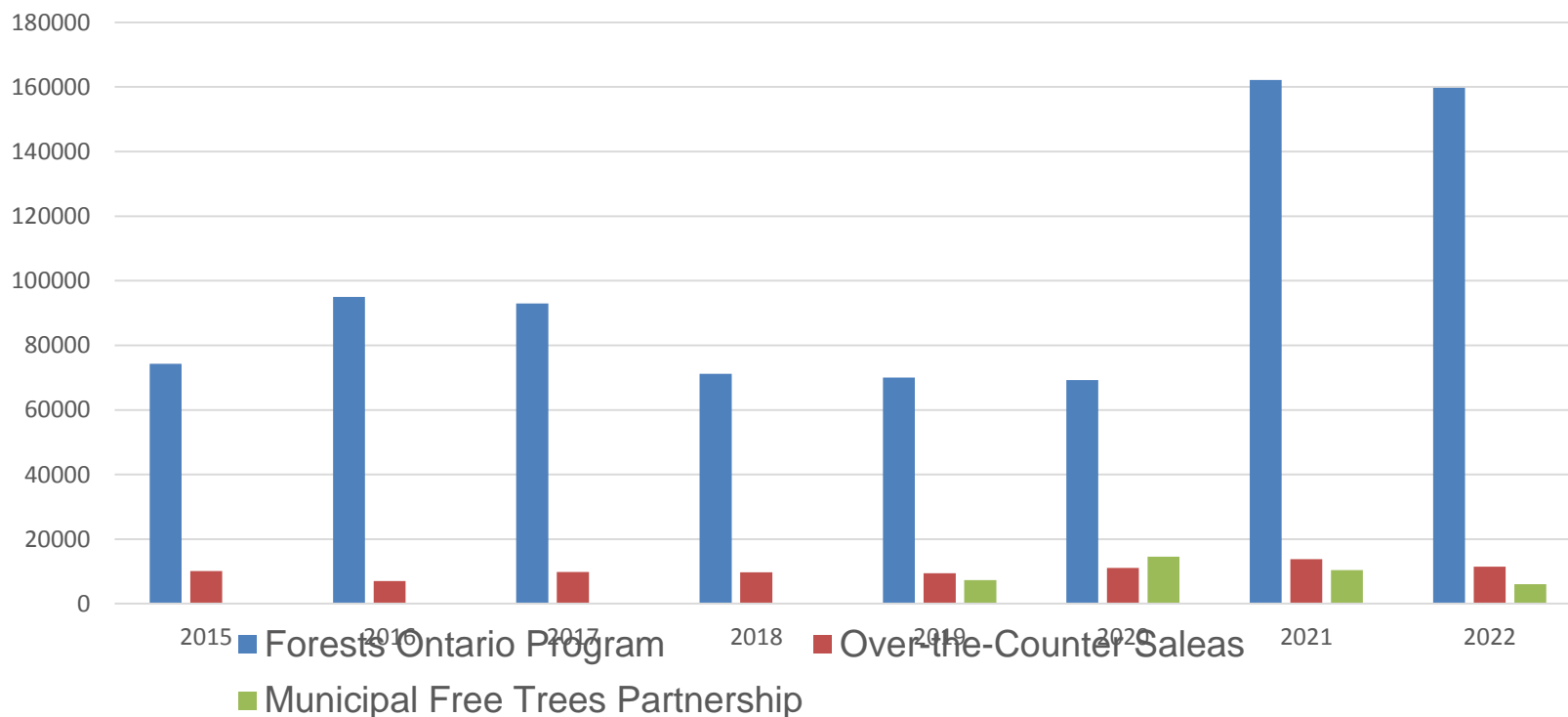




Tree Planting

- Approx. 4 million trees planted since Program launch in 1990
- Averaged ~75,000 seedlings/year until 2020; now 100,000+ seedlings/year
- Adjusted landowner fees in 2023 for improved program cost-recovery

Annual Number of Trees Planted (2015-2022)

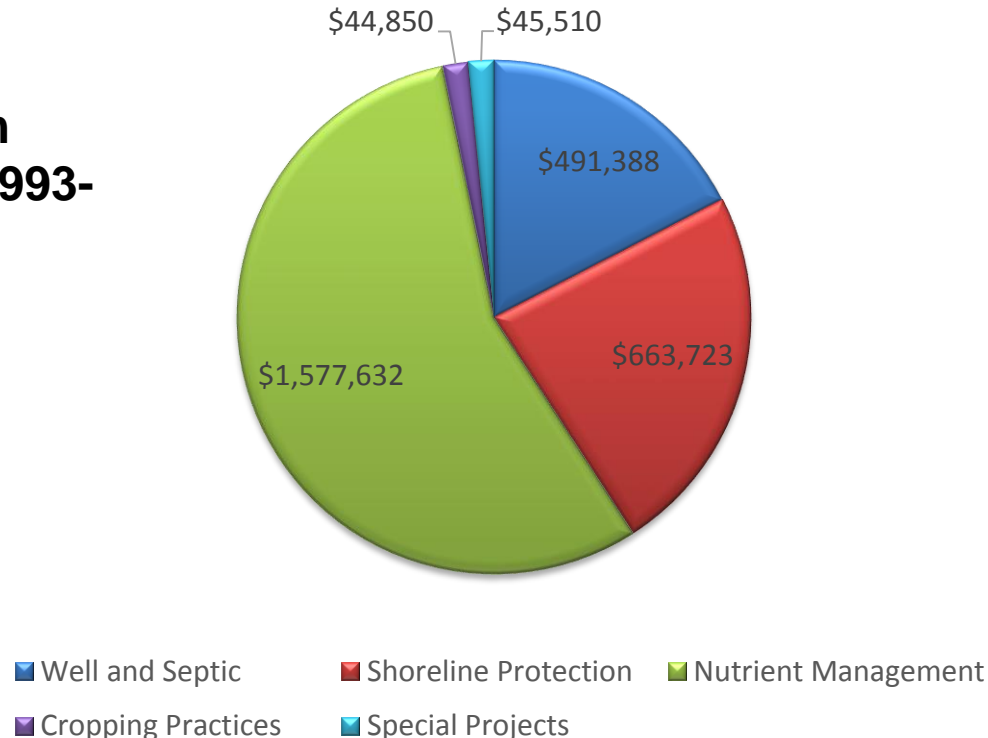




Clean Water Program

- Cost-share grants for best management practices that protect water quality
- Over \$13 million in projects implemented since 1993, supporting the local economy (materials, supplies, and professional services)
- Program is oversubscribed, more requests than available funding

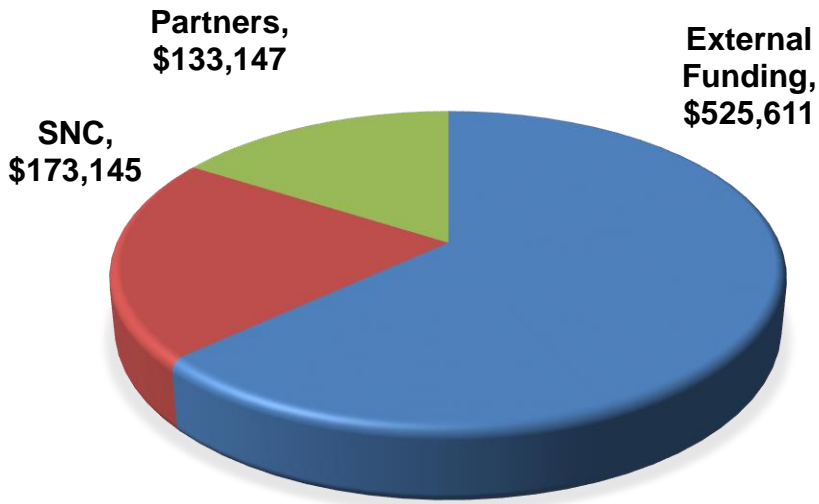
**Clean Water Program
grants by project type (1993-
2022)**





Habitat Restoration

Habitat Restoration Funding (2018-2022)

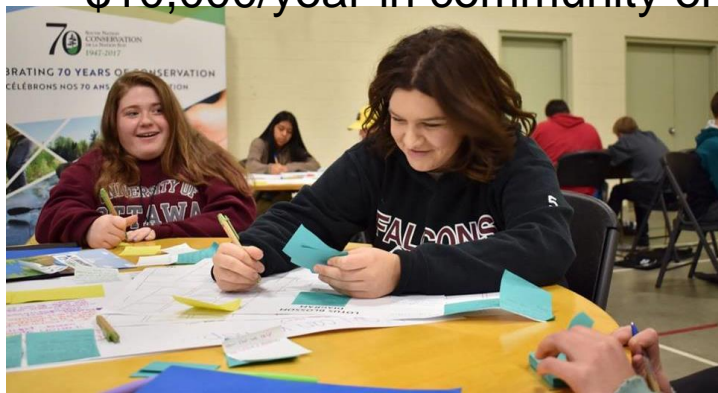


- Public land restoration is not enough to affect change at a watershed scale
- Since 2018, over \$525,000 in external funding to support habitat restoration on private properties
- Municipal levy for staffing resources to secure funding and support project implementation and grant reporting



Education & Outreach

- Education programs delivered on a cost-recovery basis (grants, fundraising, user fees)
- Municipal levy supports fundraising and applications to external funding sources and reporting (as required)
- \$10,000/year in community environmental grants





Conservation Land Securement

- Land securement by public bodies is an effective way to preserve and enhance natural heritage for public benefit
- SNC works with willing property owners to acquire the best possible land for conservation



SNC 51/52, forested property acquired in 1971
Kenyon Concession Road 7
Township of North Glengarry



Conservation Land Securement



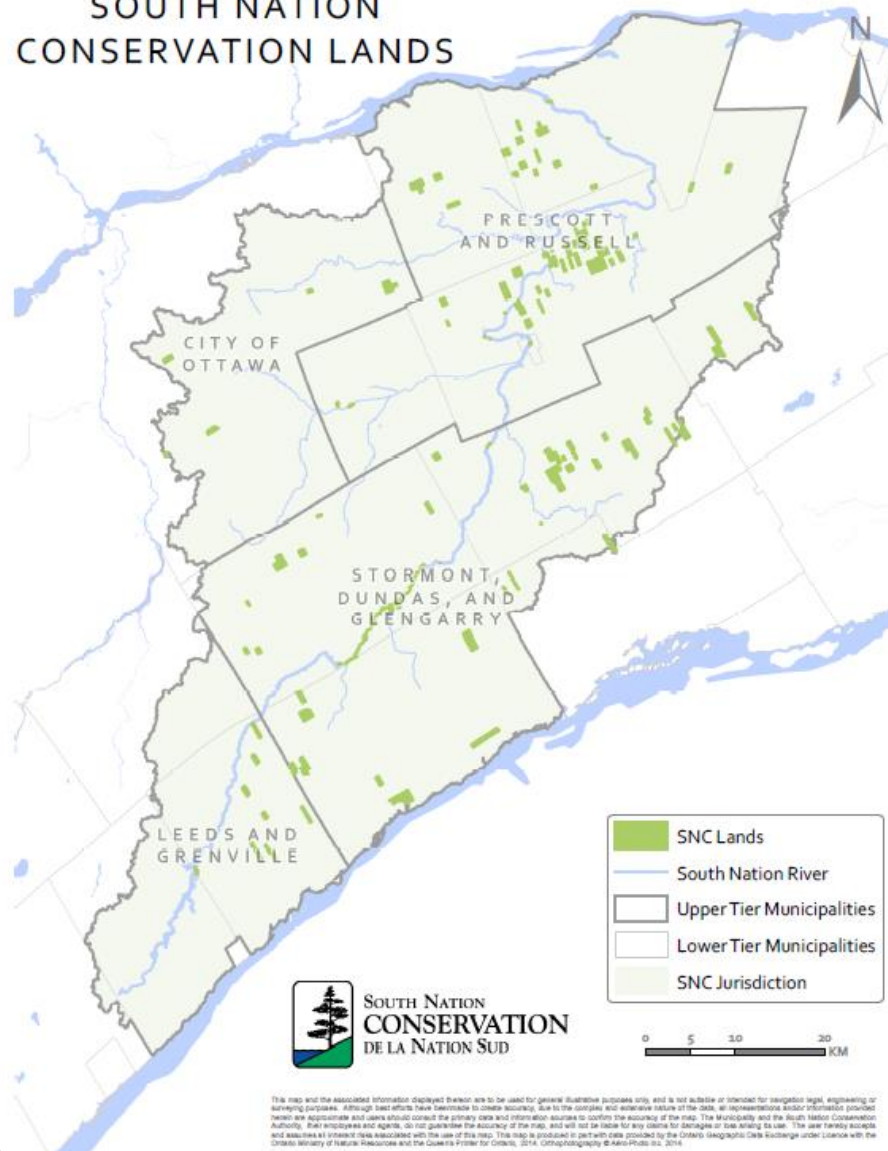
SOUTH NATION CONSERVATION

Land Securement Strategy

April 2023



SOUTH NATION CONSERVATION LANDS





2024 and Beyond: Private Land Stewardship & Outreach

- Municipal levy supports:
 - Staffing resources for program coordination, external funding applications, and reporting for the tree planting, clean water, habitat restoration, and outreach programs
 - Grants for clean water projects and community environmental grants
- **2024 estimated contribution of approximately \$173,000 (3.88%) of the total municipal levy**





2024 and Beyond: Conservation Land Securement

- Municipal levy supports:
 - Acquisition of Board approved conservation land, including ancillary costs
 - This funding will leverage external funding sources, providing an opportunity to double the available funding for land securement



Miitig Healing Lodge constructed on SNC 55
County Road 22, Maxville
Township of North Glengarry

- **2024 estimated contribution of \$362,364 (8.12%) of the total municipal levy**



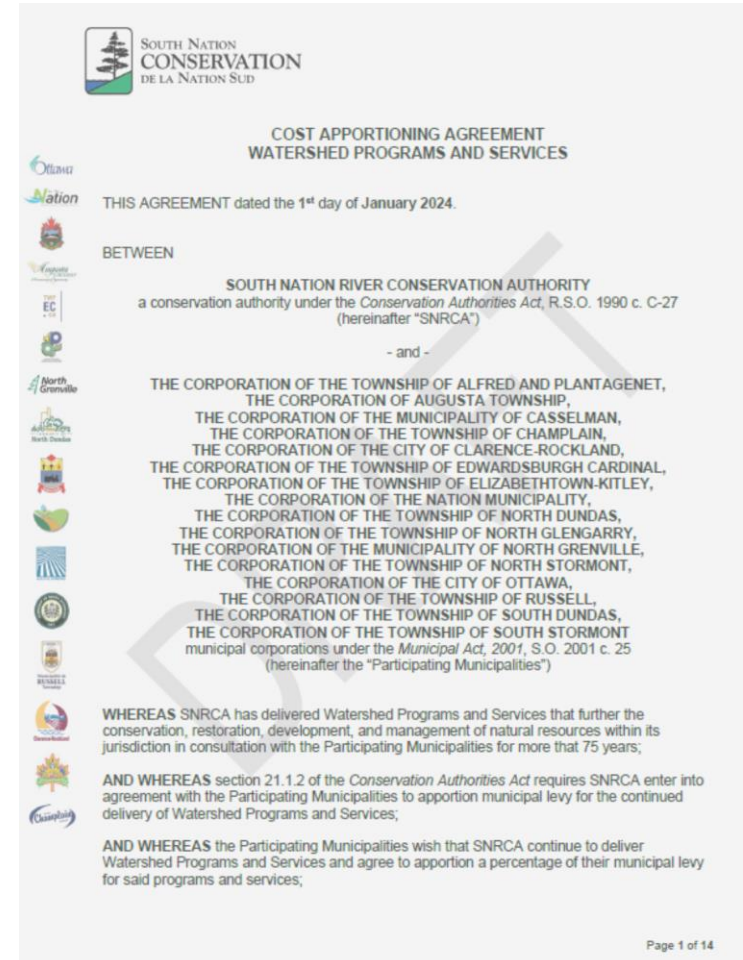
2024 and Beyond: Estimated 2024 Budget

Municipalities	2023 Levy Apportionment	Estimated 2024 Total Municipal Levy	Estimated 2024 Cost for Category 3 (12% of total levy)
Ottawa	76.81%	\$3,426,183	\$ 411,159
Clarence-Rockland	4.50%	\$200,753	\$ 24,091
Russell	3.98%	\$177,555	\$ 21,307
The Nation	2.47%	\$110,191	\$ 13,223
North Dundas	2.40%	\$107,068	\$ 12,849
South Dundas	2.10%	\$93,685	\$ 11,243
Alfred and Plantagenet	1.58%	\$70,487	\$ 8,459
Edwardsburgh/Cardinal	1.39%	\$62,010	\$ 7,442
North Grenville	1.30%	\$57,995	\$ 6,960
North Stormont	1.11%	\$49,519	\$ 5,943
Augusta	0.95%	\$42,381	\$ 5,086
Casselman	0.80%	\$35,689	\$ 4,283
North Glengarry	0.38%	\$16,952	\$ 2,034
South Stormont	0.20%	\$8,922	\$ 1,071
Elizabethtown - Kitley	0.02%	\$892	\$ 107
Champlain	0.02%	\$892	\$ 107
Total	100%	\$4,461,176	\$ 535,364



Next Step: Agreement for Category 3

- One agreement with all 16 member municipalities
 - reflective of the watershed approach
 - reduce administration burden
- Sets maximum 12% of annual municipal levy for category 3 programs and services
- 5 year term and renewal clause with required 5 year review



Our Local Environment, We're in it Together.



SOUTH NATION
CONSERVATION
DE LA NATION SUD



COST APPORTIONING AGREEMENT WATERSHED PROGRAMS AND SERVICES

THIS AGREEMENT dated the 1st day of **January 2024**.

BETWEEN

SOUTH NATION RIVER CONSERVATION AUTHORITY

a conservation authority under the *Conservation Authorities Act*, R.S.O. 1990 c. C-27
(hereinafter "SNRCA")

- and -

**THE CORPORATION OF THE TOWNSHIP OF ALFRED AND PLANTAGENET,
THE CORPORATION OF AUGUSTA TOWNSHIP,
THE CORPORATION OF THE MUNICIPALITY OF CASSELMAN,
THE CORPORATION OF THE TOWNSHIP OF CHAMPLAIN,
THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND,
THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH CARDINAL,
THE CORPORATION OF THE TOWNSHIP OF ELIZABETHTOWN-KITLEY,
THE CORPORATION OF THE NATION MUNICIPALITY,
THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS,
THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY,
THE CORPORATION OF THE MUNICIPALITY OF NORTH GRENVILLE,
THE CORPORATION OF THE TOWNSHIP OF NORTH STORMONT,
THE CORPORATION OF THE CITY OF OTTAWA,
THE CORPORATION OF THE TOWNSHIP OF RUSSELL,
THE CORPORATION OF THE TOWNSHIP OF SOUTH DUNDAS,
THE CORPORATION OF THE TOWNSHIP OF SOUTH STORMONT**
municipal corporations under the *Municipal Act, 2001*, S.O. 2001 c. 25
(hereinafter the "Participating Municipalities")

WHEREAS SNRCA has delivered Watershed Programs and Services that further the conservation, restoration, development, and management of natural resources within its jurisdiction in consultation with the Participating Municipalities since 1947;

AND WHEREAS section 21.1.2 of the *Conservation Authorities Act* requires SNRCA enter into agreement with the Participating Municipalities to apportion municipal levy for the continued delivery of Watershed Programs and Services;

AND WHEREAS the Participating Municipalities wish that SNRCA continue to deliver Watershed Programs and Services and agree to apportion a percentage of their municipal levy for said programs and services;

AND WHEREAS the *Conservation Authorities Act* and Ontario Regulation 687/21 permits SNRCA to establish and charge user fees for Watershed Programs and Services;

NOW THEREFORE, in consideration of the terms of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Definitions

1.1. In this Agreement:

- 1.1.1. "Act" means the *Conservation Authorities Act*, R.S.O. 1990, c. C.27
- 1.1.2. "Agreement" means this agreement entered into between the Participating Municipalities and SNRCA and has the same meaning as "cost apportioning agreement" in Ontario Regulation 687/21.
- 1.1.3. "business day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any other day on which SNRCA has elected to be closed for business.
- 1.1.4. "municipal levy" has the same meaning as "apportionment" in sections 25 and 27 of the *Conservation Authorities Act* and Ontario Regulation 402/22.
- 1.1.5. "notice" means any communication given or required to be given pursuant to the Agreement.
- 1.1.6. "parties" means the Participating Municipalities and SNRCA.
- 1.1.7. "party" means either SNRCA or one of the Participating Municipalities.
- 1.1.8. "Watershed Programs and Services" are the programs and services identified in Schedule A that SNRCA determines are advisable to further the purposes of the *Conservation Authorities Act* and has the same meaning as "Category 3 programs and services" and "other programs and services" in the Act and Ontario Regulation 687/21.
- 1.1.9. "watershed-based resource management strategy" has the same meaning as in Ontario Regulation 686/21.

2. Apportionment

- 2.1. The Participating Municipalities agree to apportion a maximum of twelve (12) percent of their annual municipal levy for the delivery of Watershed Programs and Services in accordance with sections 25 and 27 of the Act.
- 2.2. Municipal levy apportionment is determined annually from assessment data provided by the province. Schedule B references 2023 municipal levy apportionment.

3. Watershed Programs and Services

- 3.1. SNRCA shall deliver the Watershed Programs and Services described in Schedule A.
- 3.2. The Parties agree the Watershed Programs and Services may be included in the watershed-based resource management strategy.

4. Fees

- 4.1. The Participating Municipalities permit SNRCA to establish and charge user fees for the Watershed Programs and Services.
- 4.2. SNRCA shall set user fees on an annual basis.
- 4.3. SNRCA shall provide a minimum thirty (30) days' notice to Participating Municipalities of changes to Watershed Programs and Services user fees.

5. Term of Agreement

- 5.1. The term of the Agreement is five (5) years commencing on the date of the date set out above and end on December 31, 2028, subject to the renewal provisions of this Agreement.
- 5.2. The Agreement shall be automatically renewed for a five (5) year term from January 1, 2029, on the same terms and conditions contained herein, unless the Agreement has been terminated early in accordance with the terms or conditions of this Agreement.

6. Review

- 6.1. The Parties shall review the Agreement every five (5) years.
- 6.2. The Agreement shall be reviewed a minimum of six (6) months prior to the termination date for the purposes of determining whether the Agreement is to be renewed by the Parties.

7. Amendment

- 7.1. This Agreement shall not be amended except by instrument in writing signed by the Parties preceded by six (6) months written notice to all Parties.

8. Termination

- 8.1. A party may terminate their participation in this Agreement upon delivering a minimum six (6) months written notice to all parties prior to July 31 in a calendar year of the Agreement.
- 8.2. The municipal levy commitment of a Participating Municipality that terminates their participation in this Agreement shall remain in effect until December 31 of the year in which the termination takes effect.

9. Notice

9.1. Notice must be in writing and shall be delivered by email, postage-prepaid mail, personal delivery, or fax and shall be addressed to each Party listed in Schedule C.

9.2. Notice shall be deemed to have been given:

9.2.1. in the case of postage-prepaid mail, five (5) business days after the notice is mailed; or

9.2.2. in the case of email, personal delivery, or fax, one (1) business day after the notice is delivered.

10. Arbitration

10.1. If a dispute arises between the parties relating to any matter in this Agreement, the parties agree to resolve the dispute in strict compliance with the following procedures:

10.1.1. To meet – with each party in attendance represented by legal counsel – within a period of fifteen (15) days from the date a notice of dispute is filed by a party to participate in good faith in negotiating a resolution of the dispute.

10.1.2. To negotiate in good faith, personally and through counsel, for a period of thirty (30) days after the meeting.

10.1.3. If, within the thirty (30) day period after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, to submit the dispute to arbitration.

10.1.4. The parties shall meet and appoint a single arbitrator. If they are unable to agree on a single arbitrator within fifteen (15) days, then upon written notice by any party to the other the matter shall be settled by arbitration in accordance with the *Arbitrations Act, 1991*, by delivery of a notice of arbitration to the other party.

10.1.5. The costs of the arbitrator shall be split equally between the Parties.

11. Force majeure

11.1. The Parties shall not be considered in default in performance of their obligations under the Agreement to the extent that the performance of such obligations is delayed, hindered, or prevented by force majeure. Force majeure shall be cause beyond the control of the Parties which they could not reasonably have foreseen and guarded against. Force majeure includes, but is not limited to, acts of God, strikes, lockouts, pandemics, fires, riots, incendiarism, interference by civil or military authorities, compliance with regulations or orders of any government, and acts of war (declared or undeclared) provided such cause could not have been reasonably foreseen and guarded against.

12. Severability

- 12.1. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision shall be deemed to be severed.

13. Counter Parts

- 13.1. The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. Assignment

- 14.1. This Agreement shall not be assignable by the parties hereto without the written consent of the other parties being first obtained.

15. Relationship of the Parties

- 15.1. It is expressly agreed that this Agreement shall not be construed as a partnership or joint venture between SNRCA and the Participating Municipalities. SNRCA shall have no authority to bind the Participating Municipalities for the performance of any contract or otherwise obligate the Participating Municipalities.

16. Governing Law

- 16.1. This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
- 16.2. The Participating Municipalities and SNRCA agree the venue for any litigation shall be Ottawa, Ontario.

– signature pages follow –

IN WITNESS WHEREOF the parties hereto have executed the Agreement.

SOUTH NATION RIVER CONSERVATION AUTHORITY

Vice-Chair

Date

Chief Administrative Officer

Date

We have authority to bind the South Nation River Conservation Authority.

THE CORPORATION OF THE TOWNSHIP OF ALFRED AND PLANTAGENET

Mayor

Date

Clerk

Date

We are authorized by bylaw to bind the Corporation of the Township of Alfred and Plantagenet.

THE CORPORATION OF AUGUSTA TOWNSHIP

Mayor

Date

Clerk

Date

We are authorized by bylaw to bind the Corporation of Augusta Township.

THE CORPORATION OF THE MUNICIPALITY OF CASSELMAN

Mayor

Date

Clerk

Date

We are authorized by bylaw to bind the Corporation of the Municipality of Casselman.

THE CORPORATION OF THE TOWNSHIP OF CHAMPLAIN

Mayor

Date

Clerk

Date

We are authorized by bylaw to bind the Corporation of the Township of Champlain.

THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

Mayor

Date

Clerk

Date

We are authorized by bylaw to bind the Corporation of the City of Clarence-Rockland.

THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH CARDINAL

Mayor

Date

Clerk

Date

We are authorized by bylaw to bind the Corporation of the Township of Edwardsburgh Cardinal.

THE CORPORATION OF THE TOWNSHIP OF ELIZABETHTOWN-KITLEY

Mayor

Date

Clerk

Date

We are authorized by bylaw to bind the Corporation of the Township of Elizabethtown-Kitley.

THE CORPORATION OF THE NATION MUNICIPALITY

Mayor

Date

Clerk

Date

We are authorized by bylaw to bind the Corporation of The Nation Municipality.

THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS

Mayor

Date

Clerk

Date

We are authorized by bylaw to bind the Corporation of the Township of North Dundas.

THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY

Mayor

Date

Clerk

Date

We are authorized by bylaw to bind the Corporation of the Township of North Glengarry.

THE CORPORATION OF THE TOWNSHIP OF NORTH GRENVILLE

Mayor

Date

Clerk

Date

We are authorized by bylaw to bind the Corporation of the Township of North Grenville.

THE CORPORATION OF THE TOWNSHIP OF NORTH STORMONT

Mayor

Date

Clerk

Date

We are authorized by bylaw to bind the Corporation of the Township of North Stormont.

THE CORPORATION OF THE CITY OF OTTAWA

Mayor

Date

Clerk

Date

We are authorized by bylaw to bind the Corporation of the City of Ottawa.

THE CORPORATION OF THE TOWNSHIP OF RUSSELL

Mayor

Date

Clerk

Date

We are authorized by bylaw to bind the Corporation of the Township of Russell.

THE CORPORATION OF THE TOWNSHIP OF SOUTH DUNDAS

Mayor

Date

Clerk

Date

We are authorized by bylaw to bind the Corporation of the Township of South Dundas.

THE CORPORATION OF THE TOWNSHIP OF SOUTH STORMONT

Mayor

Date

Clerk

Date

We are authorized by bylaw to bind the Corporation of the Township of South Stormont.

SCHEDULE A

South Nation River Conservation Authority Watershed Programs and Services

1.0 Private Land Stewardship and Outreach

Private land stewardship and outreach includes:

- i. tree planting;
- ii. clean water programs;
- iii. habitat restoration; and
- iv. education and outreach initiatives.

Municipal levy supports:

- i. staffing resources for program coordination, external funding applications, and reporting for the tree planting, clean water, habitat restoration, and outreach programs; and
- ii. cost-share grants to groups hosting water-related recreational events and supporting community environment projects, and to private landowners for water quality improvement projects.

Private Land Stewardship and Outreach represents 3.88% of the municipal levy and is financed under section 27 of the Act.

2.0 Conservation Land Securement

Municipal levy supports the acquisition of conservation lands and the securement of external funding sources (e.g., federal, provincial, and private). Conservation land acquisitions are subject to Board of Directors approval and South Nation Conservation's Land Securement Strategy.

Conservation Land Securement represents 8.12% of the municipal levy and is financed under section 25 of the Act.

SCHEDULE B

South Nation River Conservation Authority Municipal Levy Apportionment

Apportionment follows the modified current value assessment method levy apportionment calculation set by provincial regulation. Table 1 includes a reference summary of the 2023 municipal levy percentage breakdown by municipality.

Table 1: South Nation Conservation's 2023 municipal levy breakdown.

Participating Municipality	Municipal levy breakdown by percentage ¹
Ottawa	76.81%
Clarence-Rockland	4.50%
Russell	3.98%
The Nation	2.47%
North Dundas	2.40%
South Dundas	2.10%
Alfred and Plantagenet	1.58%
Edwardsburgh/Cardinal	1.39%
North Grenville	1.30%
North Stormont	1.11%
Augusta	0.95%
Casselman	0.80%
North Glengarry	0.38%
South Stormont	0.20%
Elizabethtown - Kitley	0.02%
Champlain	0.02%
Total	100%

¹ Municipal levy apportionment is set on an annual basis as per assessment information provided by the Ministry of Natural Resources and Forestry.

SCHEDULE C

Notice Contact Information

South Nation River Conservation Authority 38 Victoria Street. P.O. Box 29 Finch, ON K0C 1K0 Email: info@nation.on.ca Attention: Secretary-Treasurer	Township of Edwardsburgh Cardinal 18 Centre St. P.O. Box 129 Spencerville, ON K0E 1X0 Email: mail@twpec.ca Attention: Clerk	Township of North Stormont 15 Rue Union St. P .O. Box 99 Berwick, ON K0C 1G0 Email: ccalder@northstormont.ca Attention: Clerk
Township of Alfred and Plantagenet 205 Old Highway 17 Plantagenet, ON K0B 1L0 Email: info@alfred-plantagenet.com Attention: Clerk	Township of Elizabethtown-Kitley 6544 New Dublin Rd Addison ON K0E 1A0 Email: mail@ektwp.ca Attention: Clerk	City of Ottawa 110 Laurier Avenue West Ottawa, ON K1P 1J1 Email: caitlin.salter-macdonald@ottawa.ca Attention: Clerk
Township of Augusta 3560 County Road 26 Prescott, ON K0E 1T0 Email: officeclerk@augusta.ca Attention: Clerk	Nation Municipality 958 route 500 West Casselman ON K0A 1M0 Email: admin@nationmun.ca Attention: Clerk	Township Russell 717 Notre-Dame St Embrun ON K0A 1W1 Email: info@russell.ca Attention: Clerk
Village of Casselman 751 St-Jean Street P.O. Box 710 Casselman, ON K0A 1M0 Email: info@casselman.ca Attention: Clerk	Township of North Dundas 636 St. Lawrence Street P.O. Box 489 Winchester, ON K0C 2K0 Email: info@northdundas.com Attention: Clerk	Municipality of South Dundas 34 Ottawa Street P.O. Box 740 Morrisburg, ON K0C 1X0 Email: mail@southdundas.com Attention: Clerk
City of Clarence-Rockland 1560 Laurier Street Rockland, ON K4K 1P7 Email: info@clarence-rockland.com Attention: Clerk	Township of North Glengarry 3720 County Road 34 R.R. 2 Alexandria, ON K0C 1A0 Email: info@northglengarry.ca . Attention: Clerk	Township of South Stormont 2 Mille Roches Road P.O. Box 84 Long Sault, ON K0C 1P0 Email: info@southstormont.ca Attention: Clerk
Township of Champlain 948 Pleasant Corner Road East Vankleek Hill, ON K0B 1R0 Email: info@champlain.ca Attention: Clerk	Municipality of North Grenville 285 County Road #44 P.O. Box 130 Kemptville, ON K0G 1J0 Email: clerk@northgrenville.on.ca Attention: Clerk	



**CORNWALL
BUSINESS
ENTERPRISE
CENTRE**

**Shauna Baggs
sbaggs@cornwall.ca**

About CBEC



- Established in 1996 (25+ years!)
- Primarily funded by the Province through the Ministry of Economic Development, Job Creation and Trade
- Coverage area includes Cornwall, Akwesasne and Stormont, Dundas and Glengarry

Our Centre



First Breakfast Connection of 2023 – South Stormont
Photo Credit: Standard Freeholder

- Daily operations run through the office of Cornwall Economic Development, Civic Complex
- Our partners include United Counties of SDG, local Townships, City of Cornwall and Akwesasne
- We operate as part of a network of 54 Small Business Enterprise Centres across Ontario and Ontario Regional Innovation Centres (RIC) (Launch Lab eastern Ontario)

Our Goal



Our goal is to support the success and growth of small businesses by providing guidance, information, training and mentorship to business owners across Cornwall, Akwesasne and The United Counties of SDG.

Economic Development

CBEC actively works closely with your economic development office and local stakeholders to promote our region as an attractive destination for investment and entrepreneurship

98.1 %

Of employer businesses are small businesses and make up

64%

Of the total labor force.

Sources: Statistics Canada,

Business Development



- One-on-one consultations
- Registering a business
- Workshops
- Training programs
- Business Plan writing
- Funding opportunities

Connections



1200+

We have connected with small business owners over 1200 times this year through our support services.

Business Development



Fall Entrepreneur Roundtable
Photo Credit: Standard Freeholder

20+

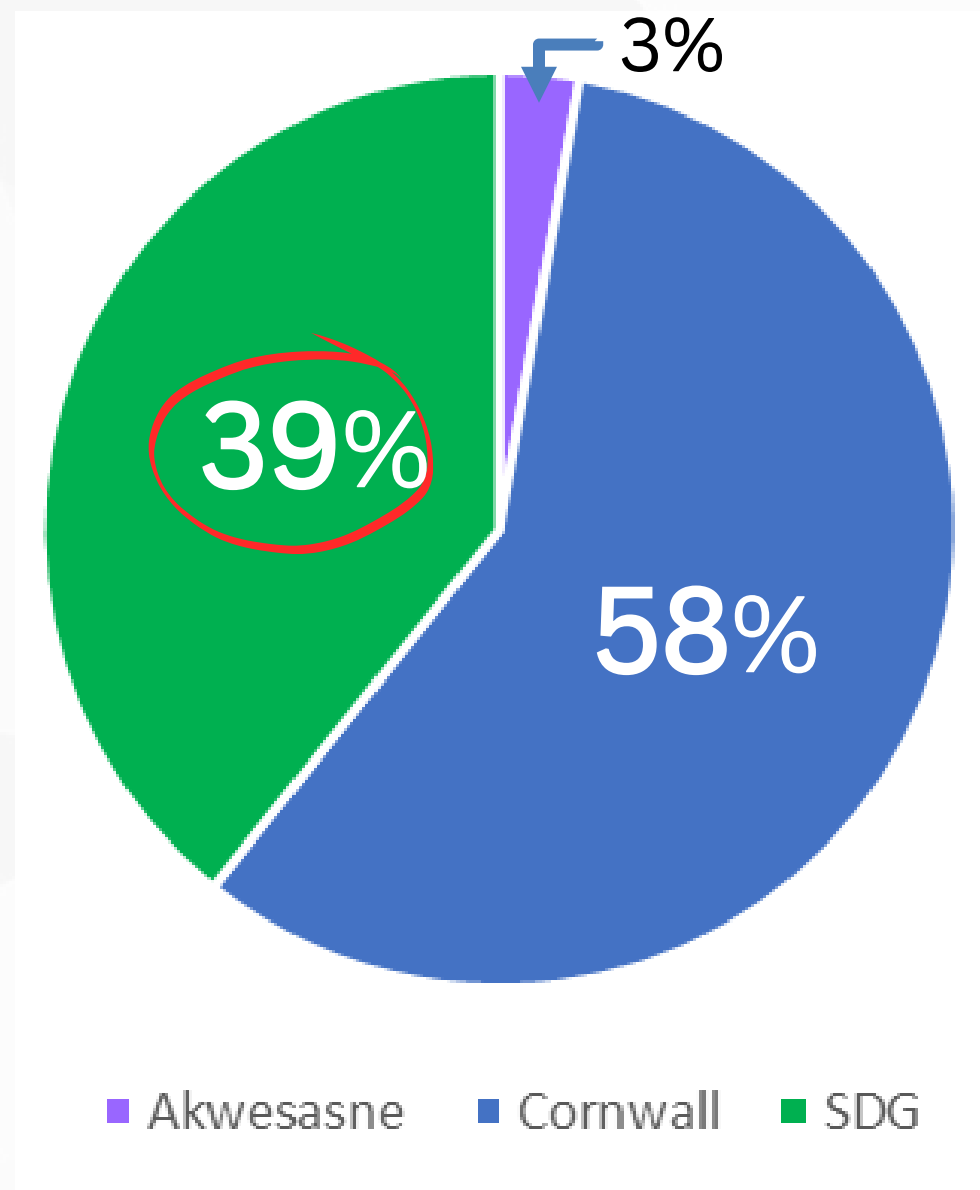
Each year we host 20+ training webinars/seminars for small business owners.

Starter Company Plus

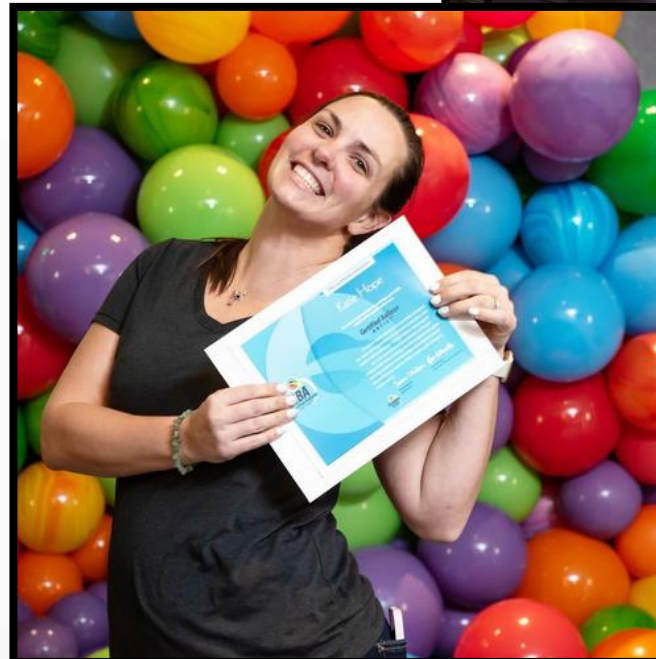
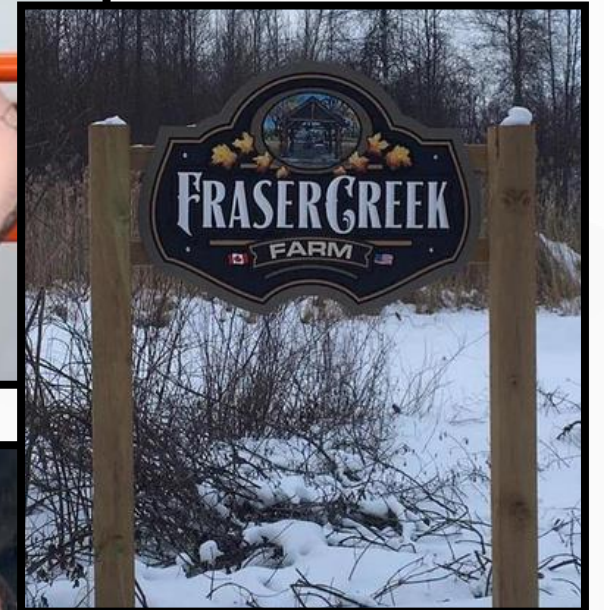
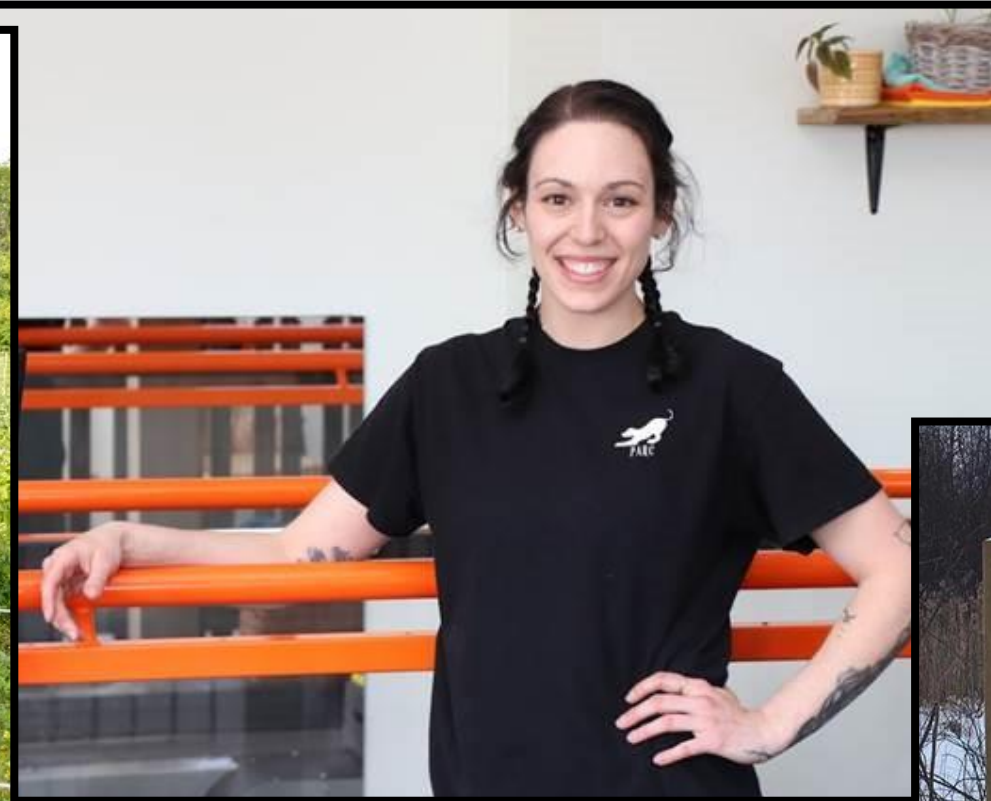


Starter Company Plus is a structured training program which provides entrepreneurs with the resources and knowledge they need to start, purchase or grow their own business.

Starter Company Plus 2022-2023



Our Clients

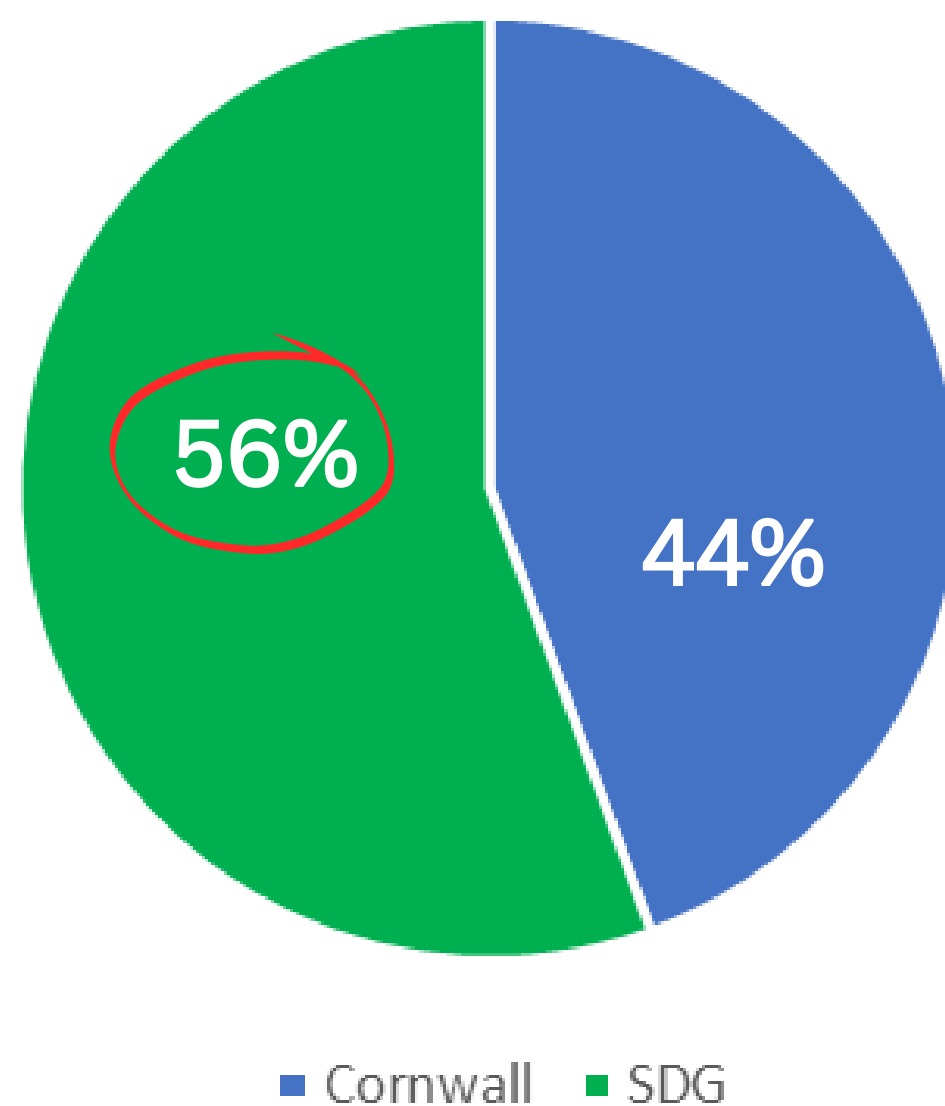


Summer Company



Summer Company helps young people between 15 and 29 years old start and run their own summer business.

Summer Company 2021-2023



Our Clients

Summer
Company



Tiffany Hill



Demi Sobanjo



Kurt Dillon



Bobby



Coralie



Connor



Thomas



Rebecca Reed



Mehdi Agouzoul



Tavish Mason



Hannah



Connor



Neika

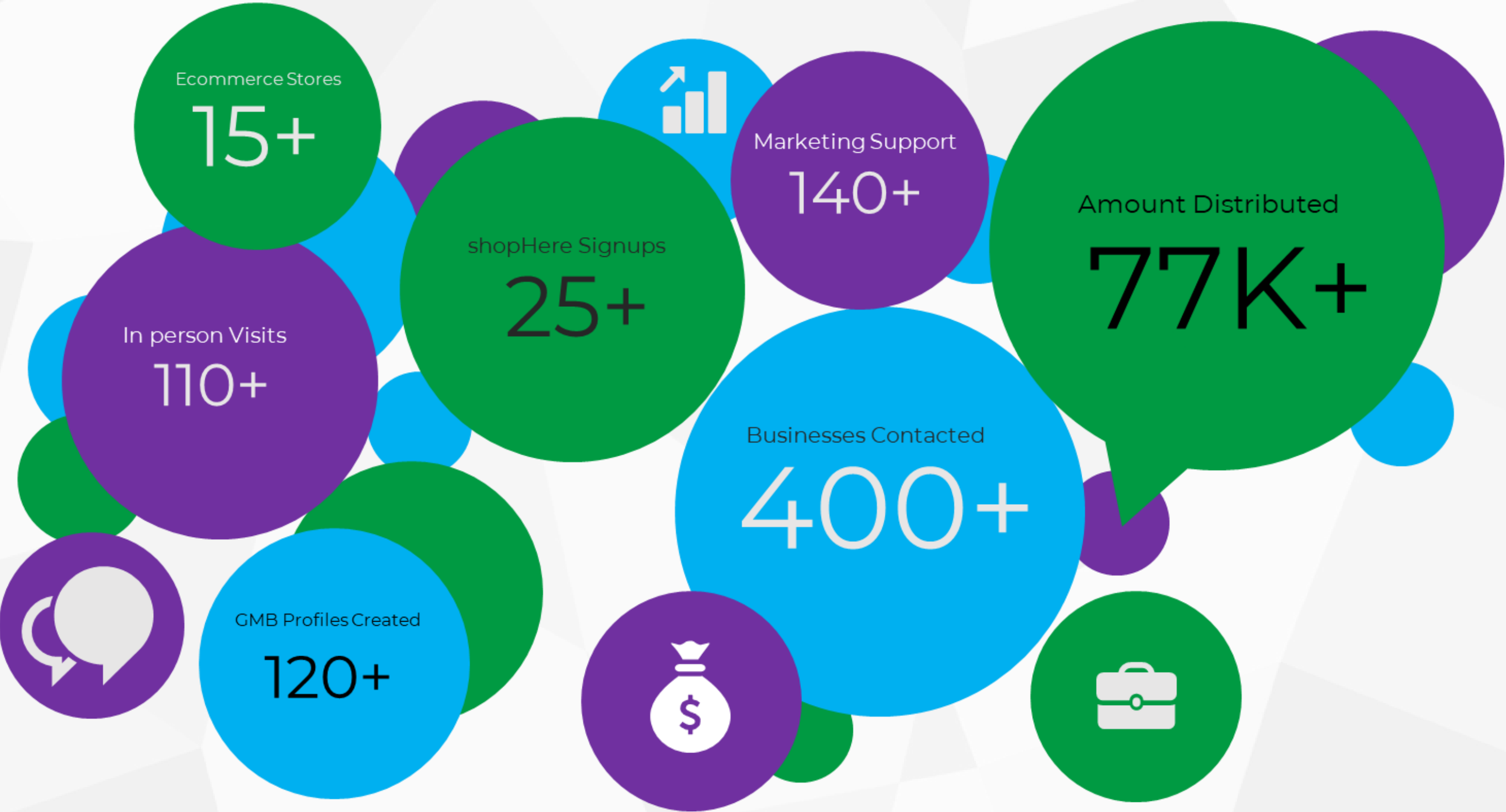


Rebecca

Digital Main Street



Digital Main Street



Our Clients



Networking & Collaboration

800+

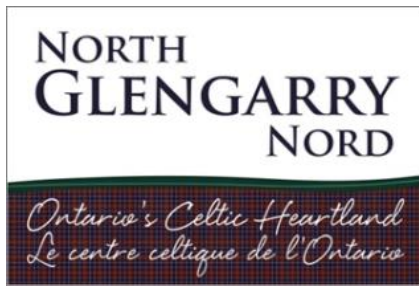
We have hosted 10+ networking events this year with over 800 participants. Including, Breakfast Connections, Artpreneur, youth entrepreneurship and Entrepreneur Roundtables.



Breakfast Connection of 2023 – North Glengarry

Visit Us At
www.BusinessEnterpriseCentre.ca

Questions?



STAFF REPORT TO COUNCIL

Report No: AD 2023-09

October 23, 2023

From: Jena Doonan, Deputy Clerk/ Community Emergency Management Coordinator

RE: 2023 Municipal Emergency Control Group Update

Recommended Motion:

THAT Council of the Township of North Glengarry accepts Staff report AD 2023-09, being a report on Municipal Emergency Control Group Meetings for 2023, for information purposes only.

Background / Analysis:

In accordance with the *Emergency Management and Civil Protection Act, R.S.O. 1990, c. E.9*, as amended (the "Act"), section 2.1(1), a Municipal Council is required to enact a by-law that establishes the creation and execution of an emergency management program and its members. The emergency management program will include an emergency plan, public education on risks to public safety and preparedness, training programs and exercises for municipality employees regarding the provision of necessary services and the protocols to be followed in emergency response and recovery efforts. The Community Emergency Management Coordinator is required to submit an annual report to the Emergency Management Ontario Ministry of Community and Safety and Correctional Services, to which this bylaw must be filed.

Over the course of the last eight months, The Municipal Emergency Control Group met 3 times. The first meeting was in March, where the Emergency Response Plan and By-law was reviewed, and the Community Emergency Management Coordinator and Emergency Information Officer were appointed. During the Public Education Week in May, a newspaper article and social media posts were published focusing on preparing your household for an emergency. During the second meeting, revisions to the Critical Infrastructure and Hazard Identification and risk analysis were made. As part of the groups program training, a Basic Emergency Management Course was hosted at the Glengarry sports Place. As well, a Tabletop exercise was held in September, in which a fictional emergency was declared due to an explosion at a local Petroleum Facility. Staff members from Glengarry Memorial Hospital, Maxville Manor and McEwen Petroleum were present.

Alternatives:

N/A

Financial Implications:

None.

Attachments & Relevant Legislation:

By-Law 13-2023

The Emergency Management and Civil Protection Act R.S.O 1990

Others Consulted:

Reviewed and approved by:
Sarah Huskinson, CAO/Clerk

THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY

By-law No. 13-2023

BEING a by-law to provide for the establishment and adoption of an Emergency Management Program for the Township of North Glengarry

WHEREAS, under section 2.1(1) of the Emergency Management and Civil Protection Act, R.S.O. 1990, c. E.9, as amended (the “Act”), the Council shall pass a by-law formulating or providing for the formulation and implementation of an emergency management program. The emergency management program shall consist of an emergency plan, training programs and exercises for employees of the municipality and other persons with respect to the provision of necessary services and the procedures to be followed in emergency response and recovery efforts, and public education on risks to public safety and on public preparedness;

AND WHEREAS, the Act requires the emergency management program to conform to standards promulgated by the Ontario Fire Marshal and Emergency Management (OFMEM), including the four core components of emergency management, namely: mitigation/prevention, preparedness, response and recovery; and also requires every municipality to identify and assess the various hazards and risks to public safety and identify elements of the infrastructure that are at risk of being affected by emergencies;

AND WHEREAS, the Act authorizes the Mayor to declare that an emergency exists in the municipality or in any part thereof, and allows the Mayor to take such action or make such orders as he or she considers necessary and that are not contrary to law, to implement the emergency plan to protect the property and the health, safety and welfare of the residents of the Township of North Glengarry.

AND WHEREAS, the Act authorizes one or more members of Council to perform the duties of the Mayor during his/her absence or his/her inability to act;

AND WHEREAS, the Act authorizes employees of the Township to respond to an emergency in accordance with the emergency plan where an emergency exists but has not yet been declared to exist;

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

1. Definitions

1.1. In this by-law:

“Emergency Plan” means a plan formulated pursuant to the Emergency Management and Civil Protection Act

The “Emergency Response Plan” (ERP) describes the Township’s overall authority, principles, policies, emergency levels, operational concepts and organizational arrangements of the North Glengarry Emergency Management Structure.

2. Emergency Management Structure

- 2.1. There shall be established within the Township, a formal emergency management structure, consisting of:
 - a) the Community Emergency Management Co-ordinator (CEMC)/Emergency Management Program Coordinator,
 - b) the Emergency Management Program Committee (EMPC)
 - c) the Municipal Emergency Control Group (MECG)
- 2.2. The designated CEMC for the Township shall be an employee of the Township of North Glengarry. The CEMC shall be responsible for the development, implementation and maintenance of the emergency management program.
- 2.3. The responsibilities of the CEMC include:
 - a) develop and conduct municipal emergency management training programs;
 - b) develop and conduct Municipal training exercises;
 - c) develop and implement public education programs; and
 - d) during an emergency, provide advice to the MECG
- 2.4. The EMPC shall be established to provide the Township with a higher-level co-ordinating body that will facilitate inter-departmental and municipal level co-operation regarding policy for emergency management and its four components: mitigation, preparedness, response and recovery
- 2.5. The EMPC shall be chaired by the CAO of the Township and its members shall include the following:
 - a) CEMC
 - b) EIO
 - c) Fire Chief
- 2.6. The EMPC shall review the state of emergency management in the Township and provide policy advice regarding emergency management to facilitate co-ordination between the various jurisdictions in the Township/County.
- 2.7. The MECG shall control Township operations during an emergency. Members of the MECG are the following,
 - a) 2 members of council
 - b) CAO / Clerk
 - c) CEMC
 - d) Treasurer
 - e) Director of Public Works
 - f) Director of Community Services
 - g) North Glengarry Fire Chief
 - h) Information Technologist
 - i) EIO
- 2.8. The Mayor is hereby authorized to appoint a member of Council as his or her alternate to act in his or her absence. In addition, each member of the MECG shall designate at least one alternate who has the authority to act on his or her behalf should they be unavailable or unable to fulfill their duties.
- 2.9. Depending on the nature of the emergency, the CAO may authorize additional members from other departments or organizations to become members of the MECG.

- 2.10 When one of the officials from the MECG group identifies the need for the MECG to assemble he/she will activate a call out through the WHO's responding App.

3. Emergency Management Program

- 3.1 The emergency management program shall be developed and implemented in accordance with the Act and Regulations published by the Ontario Fire Marshal and Emergency Management Offices. The program shall include hazard identification and risk assessment, a critical infrastructure list, an emergency plan, training and exercise programs, and public education on risks and personal preparedness.
- 3.2 The Emergency Response Plan (ERP) shall govern the provision of necessary services during an emergency and the procedures under, and the manner in which members of the MECG will respond.
- 3.3 The Township shall submit a copy of the ERP and revisions, to the Chief, OFMEM.
- 3.4 The CEMC may add any risk specific support plans to the ERP, as deemed to be required. These plans will be co-ordinated with appropriate stakeholders and issued under the authority of the CEMC.
- 3.5 These plans shall be updated as required and as determined by the CEMC.
- 3.6 The EMP shall be made available to the public.

4. Declaration of an Emergency

- 4.1 In accordance with the provisions with the Act, the Mayor may declare that an emergency exists in the Township or any part thereof and may take such action and make such orders as is reasonable and necessary to protect the health, safety and property of the residents of the Township.
- 4.2 This by-law hereby authorizes employees of the Township to take action in accordance with the Emergency Plan where an emergency exists but has not yet been declared to exist.
- 4.3. This by-law hereby designates all Township employees as emergency workers in the event of an Emergency and therefore all Township employees may be called out and assigned responsibilities to assist in the implementation of the Emergency Plan.
5. This by-law may be referred to as the "EMERGENCY MANAGEMENT BY-LAW".

5. By-law 42-2018, is hereby repealed

READ a first, second, third time and enacted in Open Council, this 11th day of April, 2023.

CAO/Clerk / Deputy Clerk

Mayor / Deputy Mayor

I hereby certify this to be a true copy of By-law No., 13-2023 and that such by-law is in full force and effect.

Date Certified

CAO/Clerk / Deputy Clerk



STAFF REPORT TO COUNCIL

Report No: AD 2023-07

November 13, 2023

From: Sarah Huskinson, Chief Administrative Officer

RE: 2024 Council Meetings

Recommended Motion:

THAT Council of the Township of North Glengarry receives Staff Report AD-2023-07; and
THAT Council approves the 2024 Meetings of Council as per the attached schedule.

Background / Analysis:

In accordance with section 4 (B) of the procedural bylaw, Meeting Location and Schedule of Meetings, Council is required annually to adopt the schedule of meetings for the following calendar year.

Alternatives:

Option 1: Recommended: that Council approves the 2024 Schedule of Meetings.

Option 2: Not recommended: that Council does not approve 2024 Schedule of Meetings.

Financial Implications:

None.

Attachments & Relevant Legislation:

2024 Proposed Schedule of Meetings

Others Consulted:

Reviewed and approved by:
Sarah Huskinson, CAO/Clerk

Schedule of Meetings 2024

January	Monday, January 8, 2024	Regular Council
	Thursday, January 18, 2024	Budget Meeting
	Monday, January 29, 2024	Regular Council
February	Monday, February 12, 2024	Regular Council
	Monday, February 26, 2024	Regular Council
March	Monday, March 11, 2024	Regular Council
	Wednesday, March 20, 2024	Committee of the Whole
	Monday, March 25, 2024	Regular Council
April	Monday, April 8, 2024	Regular Council
	Monday, April 29, 2024	Regular Council
May	Monday, May 13, 2024	Regular Council
	Monday, May 27, 2024	Regular Council
June	Wednesday, June 19, 2024	Committee of the Whole
	Monday, June 24, 2024	Regular Council
July	Monday, July 8, 2024	Regular Council
August	Monday, August 12, 2024	Regular Council
September	Monday, September 9, 2024	Regular Council
	Wednesday, September 18, 2024	Committee of the Whole
	Monday, September 30, 2024	Regular Council
October	Tuesday, October 15, 2024	Regular Council
	Monday, October 28, 2024	Regular Council
November	Monday, November 11, 2024	Regular Council
	Wednesday, November 20, 2024	Committee of the Whole
	Monday, November 25, 2024	Regular Council
December	Monday, December 9, 2024	Regular Council

Conferences

ROMA – Jan 21 - 23

OGRA – Apr 21 – 24

AMO – Aug 18 - 21

OEMC – Sept 11 - 13



STAFF REPORT TO COUNCIL

Report No: AD 2023-10

October 23, 2023

From: Sarah Huskinson, Chief Administrative Officer

RE: Request for Council support – North Glengarry BESS Project – Compass Renewable Energy Consulting Inc.

Recommended Motion:

WHEREAS:

1. The Proponent is proposing to construct and operate a Long-Term Reliability Project, as defined and with the characteristics outlined in the table below, under the Long-Term Request for Proposals (“LTI RFP”) issued by the Independent Electricity System Operator (“IESO”).
2. Pursuant to the LTI RFP, Proposals that receive the formal support of the local jurisdiction authorities of all the project communities in which the Long-Term Reliability Project is located in the form of a support resolution will be awarded Rated Criteria points for the purpose of ranking the Proposal in relation to other Proposals for a contract under the LTI RFP; and

NOW THEREFORE BE IT RESOLVED THAT:

3. The council of the Township of North Glengarry supports the development, construction and operation of the Long-Term Reliability project on the Municipal Lands.
4. This resolution’s sole purpose is to enable the Proponent to receive Rated Criteria Points under LT1 RFP or to satisfy its obligations under any awarded LT1 Contract and may not be used for the purpose of any other form of approval in relation to the Proposal or Long-term Reliability Project or any other purpose. Rated Criteria points will be used to rank the Proponent’s Proposal in relation to other Proposals received by the IESO under the LT1 RFP.

Background / Analysis:

Representatives from Compass Renewable Energy Consulting Inc. (Compass) delivered a presentation to Council at the September 25th Council meeting for the development of a battery storage project located in North Glengarry. The presentation is attached to this report for reference. The purpose of the presentation was to request a municipal council support resolution for the project proposed by Compass.

In summary, battery storage projects are being proposed within Ontario to meet growing electricity needs and support sustainable development, through the Independent Electricity System Operator (IESO). Battery storage provides flexibility to electricity systems by storing low-cost power during off-peak periods and feeding it back into the electricity grid during peak periods when the demand for electricity is the highest.

The location of the project is north of Highway 417 off of Skye Road, as shown on page 10 of the initial presentation. The project is proposed to be 0.7 acres with a lease agreement with the landowner. The current zoning of the land is general agriculture, which means that the change in use of the land will require an official plan amendment and rezoning application.

Following the presentation, staff met and followed up with Compass with some outstanding questions from the presentation. The main concerns were around emergency and fire protection, impacts to surrounding residents and decommissioning. More information on the project is available on the dedicated website [North Glengarry Energy Storage](#)

As part of the consultation process for Compass, a public meeting was held at the Dunvegan Hall on the evening of October 18th. The Community and Indigenous Engagement Plan and Public Notice are both attached for information. The CAO, Fire Chief, Council members and a few resident were in attendance. More information was shared around the timeline for the project, details on the site and approvals from other agencies such as MTO and SNC.

Staff have reviewed all of the relevant documentation and spoken to Compass on several occasions. Based on all of this information, Staff are recommending that Council pass the support resolution. The prescribed form for evidence of municipal support is attached for reference.

Alternatives:

Option 1: Council passes the attached resolution (recommended)

Option 2: Council does not pass the attached resolution.

Financial Implications:

None

Attachments & Relevant Legislation:

Municipal Presentation – North Glengarry BESS Project

North Glengarry BESS Project Written Notice

Community and Indigenous Engagement Plan North Glengarry

Prescribed Form – Evidence of Municipal Support

Others Consulted:

Jacob Rheaume, Director of Planning, Building, By-law

Matthew Roy, Fire Chief

Reviewed and Approved by:
Sarah Huskinson, CAO/Clerk

This page sets out the instructions for completing the Prescribed Form – Evidence of Municipal Support.

All capitalized terms used in these instructions and the Prescribed Form – Evidence of Municipal Support, unless otherwise stated, have the meanings ascribed to them in the LT1 RFP.

INSTRUCTIONS APPLICABLE TO ALL PRESCRIBED FORMS:

- a. The first page of a Prescribed Form should be marked with the name of the Long-Term Reliability Project that is the subject of the Proposal. The Proponent should use the name given to the Long-Term Reliability Project in the Prescribed Form – Proponent Information, Declarations and Workbook.
- b. This instruction page is not required to be submitted as part of the completed Prescribed Form.
- c. The Prescribed Form is required to be submitted electronically via email to the IESO at LT.RFP@ieso.ca.
- d. Information provided in each Prescribed Form should be consistent with the information provided in the Proposal.
- e. Where the Prescribed Form has multiple pages, the pages of the Prescribed Form should be kept together in the Proposal in sequential order.
- f. Where a blank field for a section/page reference is provided in a Prescribed Form, enter the section/page reference of the Proposal where the substantiating evidence for that particular item can be found.
- g. Apart from the completion of any blanks, drop down lists, check boxes or similar uncompleted information in a Prescribed Form, no amendments may be made to the wording of a Prescribed Form.
- h. Each Prescribed Form must be completed in its entirety. Fields marked <if applicable> must be completed if applicable to the Proposal. If not applicable, they should be marked " Not Applicable".
- i. If a signature is required for a Prescribed Form, the Prescribed Form must be signed by a person with authority to bind the Proponent. The Prescribed Form may be printed, signed and scanned, or may be signed digitally through Adobe (Digital ID, or Fill and Sign), Apple Preview or DocuSign.
- j. With the exception of this instruction page, instructions within a Prescribed Form will be enclosed in brackets.

INSTRUCTIONS SPECIFIC TO THIS PRESCRIBED FORM:

- k. To be awarded Rated Criteria points pursuant to Section 4.3(c) of the LT1 RFP, a Proponent is to complete and submit in the Proposal a) the main body of this Prescribed Form and b) the applicable evidence of Municipal Support Confirmation, as indicated in Section 2, from each Local Municipality with authority over the Municipal Lands.
- l. Where the Municipal Support Confirmation is in the form of a Municipal Support Resolution, the Municipal Support Resolution must be dated no earlier than February 17, 2023.
- m. The Municipal Support Confirmation must be provided in Exhibit B.
- n. Councils of Local Municipalities have the option of using the form of Municipal Support Resolution provided in Exhibit A, should they so choose. A Blanket Municipal Support Resolution is an acceptable alternative to a Municipal Support Resolution.

GUIDANCE FOR MUNICIPALITIES:

The IESO is undertaking the LT1 RFP to competitively procure year-round capacity from dispatchable New Build and Eligible Expansion resources, including New Build and Eligible Expansion facilities incorporating Electricity generation and storage that (i) are registered or able to become registered in the IESO Administered Markets; (ii) larger than one (1) MW; and (iii) can deliver a continuous amount of Electricity to a connection point on a Distribution System or Transmission System during the Qualifying Hours for:

- (i) at least four (4) consecutive hours in the case of Electricity Storage Facilities; or
- (ii) at least eight (8) consecutive hours in the case of Non-Electricity Storage Facilities.

The LT1 RFP provides Proponents with the opportunity to obtain Rated Criteria Points, which will be used to more favourably position their Proposal in the LT1 RFP evaluation process. Four (4) Rated Criteria points are available for evidence of having obtained support from each Local Municipality in whose jurisdiction(s) the Long-Term Reliability Project is proposed to be located.

Should a Local Municipality wish to support a particular Long-Term Reliability Project, a group of Long-Term Reliability Projects, or one or more particular technology types, they must either pass a Municipal Support Resolution (project-specific) or a Blanket Municipal Support Resolution.

Local Municipalities are encouraged to use the template Municipal Support Resolution in Exhibit A. Should a Local Municipality wish to develop its own resolution, the resolution must:

- (A) identify:
 - (i) the Proponent;
 - (ii) the name, technology and Maximum Contract Capacity of the Long-Term Reliability Project; and

- (iii) the Municipal Lands that are subject to the authority of the Local Municipality; and
- (B) state that the Local Municipality supports the development, construction and operation of the Long-Term Reliability Project on the applicable Municipal Lands. The statement in such resolution may be qualified as being solely for the purposes of enabling the Proponent to receive Rated Criteria Points under the LT1 RFP or to satisfy its obligations under any contract awarded under the LT1 RFP, and does not supersede any applicable permits or approvals under applicable Laws and Regulations that may be required for a particular Long-Term Reliability Project.

Pursuant to the LT1 RFP, Proposals that did not receive the formal support of the local jurisdictional authorities of all the project communities in which the Long-Term Reliability Project is located in the form of a support resolution may be required under the LT1 Contract to be awarded pursuant to the LT1 RFP to submit such support resolution for compliance with its obligations.

Though the Municipal Support Confirmation may impact the rank of the Proponent's Proposal in relation to other Proposals received by the IESO, it does not guarantee a contract will be offered to the Proponent under the LT1 RFP.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

Capitalized terms not defined herein have the meanings ascribed to them in the LT1 RFP.

Section 1 – Information of the Proponent and the Long-Term Reliability Project

a.	Unique Project ID of the Long-Term Reliability Project: <i>< Enter Unique Project ID ></i>	LT1-028-3-2
b.	Name of the Long-Term Reliability Project: <i>< Enter name of the Long-Term Reliability Project ></i>	North Glengarry BESS
c.	Legal name of the Proponent: <i>< Enter legal name of the Proponent ></i>	North Glengarry BESS Limited Partnership
d.	Property Identification Number (PIN), or if PIN is not available, municipal address or legal description of Properties included in the Municipal Lands <i>< insert PIN(s) (if a PIN is not available, use Municipal Address or legal description) or Grid Cell(s), if applicable ></i>	67101-0176
e.	List of all Local Municipalities with authority over the Municipal Lands: <i>< insert name of the Local Municipality ></i>	Local Municipality 1: North Glengarry, Township of Local Municipality 2 (if applicable):

Section 2 – Municipal Support Confirmation

a.	The form of Municipal Support Confirmation used for Local Municipality 1 named above in Section 1(e), attached in Exhibit B, is:	<input type="radio"/> A Municipal Support Resolution dated no earlier than February 17, 2023
----	--	--

		<p>OR</p> <p><input type="radio"/> A Blanket Municipal Support Resolution</p>
b.	<p>The form of Municipal Support Confirmation used for Local Municipality 2 (if applicable) named above in Section 1(e), attached in Exhibit B, is:</p>	<p><input type="radio"/> A Municipal Support Resolution dated no earlier than February 17, 2023</p> <p>OR</p> <p><input type="radio"/> A Blanket Municipal Support Resolution</p>

I hereby confirm that I am an individual with the authority to bind the Proponent and that, if applicable, by signing this form using electronic signature, I agree to the content, terms and conditions set out in the document on behalf of the Proponent.

PROPONENT NAME: North Glengarry BESS Limited Partnership

Per: _____

Print Name: **Jonathan Cheszes**

Print Title: Director of the General Partner, 2514118 Ontario Inc.
(I have authority to bind the Proponent)

Date Signed:

EXHIBIT A FORM OF MUNICIPAL SUPPORT RESOLUTION

Resolution NO: _____ Date: _____

[Note: The Municipal Support Resolution must not be dated earlier than February 17, 2023.]

WHEREAS:

1. The Proponent is proposing to construct and operate a Long-Term Reliability Project, as defined and with the characteristics outlined in the table below, under the Long-Term Request for Proposals ("**LT1 RFP**") issued by the Independent Electricity System Operator ("**IESO**").

Unique Project ID of the Long-Term Reliability Project:	LT1-028-3-2
Name of the Long-Term Reliability Project:	North Glengarry BESS
Legal Name of Proponent:	North Glengarry BESS Limited Partnership
Technology of the Long-Term Reliability Project:	Battery Energy Storage System (BESS)
Maximum Contract Capacity of the Long-Term Reliability Project (in MW):	16.15
Property Identification Number (PIN), or if PIN is not available, municipal address or legal description of the portion of the Project Site that is located on lands subject to the authority of one or more Municipalities:	67101-0176

2. Pursuant to the LT1 RFP, Proposals that receive the formal support of the local jurisdictional authorities of all the project communities in which the Long-Term Reliability Project is located in the form of a support resolution will be awarded Rated Criteria points for the purpose of ranking the Proposal in relation to other Proposals for a contract under the LT1 RFP; and

NOW THEREFORE BE IT RESOLVED THAT:

3. The council of <insert name of Municipality> supports the development, construction and operation of the Long-Term Reliability Project on the Municipal Lands.
4. This resolution's sole purpose is to enable the Proponent to receive Rated Criteria Points under LT1 RFP or to satisfy its obligations under any awarded LT1 Contract and may not be used for the purpose of any other form of approval in relation to the Proposal or Long-Term Reliability Project or for any other purpose. Rated Criteria points will be used to rank the Proponent's Proposal in relation to other Proposals received by the IESO under the LT1 RFP.

DULY RESOLVED BY THE LOCAL MUNICIPALITY

on the ___ day of _____, 20²³

<Signature lines for elected representatives. At least one signature is required.>

EXHIBIT B
MUNICIPAL SUPPORT CONFIRMATION

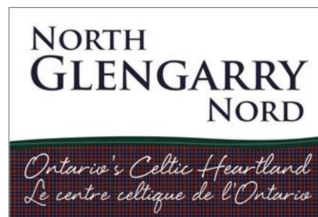
Note: Attach the Municipal Support Confirmation.

Municipal Council Support Resolution Request for Battery Energy Storage System



September 20, 2023

Prepared for – Township of North Glengarry



Page 75 of 137



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1. Executive Summary
2. Introduction to Compass Energy Consulting
3. Provincial Need for Power / Capacity
4. Why Battery Storage?
5. Why Your Municipality?
6. Regulatory Oversight
7. About the Project
8. Local Benefits
9. Municipal Council Support Resolution Request
10. Appendices
 - Development Timeline
 - Safety
 - Overview of Battery Storage Systems
 - Service Commitment
 - Decommissioning

Executive Summary

Compass Renewable Energy Consulting Inc. (“Compass”) is developing a battery storage project in your municipality located at **Parcel Number 67101-0176 (Mainville Road/Skye Road), North Glengarry, Ontario** and is requesting a Municipal Council Support Resolution in support of this project.

Why the request for a municipal council support resolution?

- The Independent Electricity System Operator (“IESO”) is running its second procurement for new capacity projects in the province, the Long-Term 1 RFP, for which proposals will be due on December 12, 2023.
- Wahgoshig Solar FIT5 LP, a Compass-affiliate, is a Qualified Applicant for this procurement.
- Based on IESO’s guidance, grid infrastructure in Township of North Glengarry can support new electricity capacity.
- Compass has secured a lease on behalf of **North Glengarry BESS Limited Partnership**, the special purpose vehicle (SPV) developing the project located at **Parcel Number 67101-0176, North Glengarry, ON K0C 2B0**.
- This infrastructure project will bring significant investment and local benefits including employment, lease payments and spending in the local economy.
- Your support will mean our project will have the best opportunity to get built in your community, as opposed to in another municipality.

Introduction to Compass Energy Consulting

Compass has been consulting and developing renewable and clean energy projects in Ontario for over 10 years. We have experience across the development lifecycle from pre-screening, contracting, construction, commissioning and operations.

Over a Decade of Energy Development in Ontario

- An industry leader in renewable and clean energy development across Ontario, having achieved a 100% success rate in conversion of submissions to Contract awards in the recently concluded first procurement round, the Expedited Long-Term 1 RFP.
- We have developed over 100 renewable energy projects in Canada representing over 100 megawatts (MW) in the last 6 years and supported the development of over 2,000 MWs for our clients.
- Track record of success with principles that designed and launched Ontario's renewable and clean energy procurements in the public sector.
- Our projects provide clean, renewable energy to communities while offering land-owners long-term, guaranteed passive income through lease payments.

Compass Battery Energy Storage Systems – In Development

An industry leader in renewable and clean energy development across Ontario, Compass achieved a 100% success rate in conversion of submissions to Contract awards in the recently concluded first procurement round, the Expedited Long-Term 1 RFP.

Success in the previous IESO Procurement

- On behalf of Wahgoshig Solar FIT5 LP, Compass submitted four (4) battery energy storage system proposals into the Expedited Long Term 1 (E-LTI) procurement, **all of which were contracted.**
- The list of Compass' E-LTI project is below:

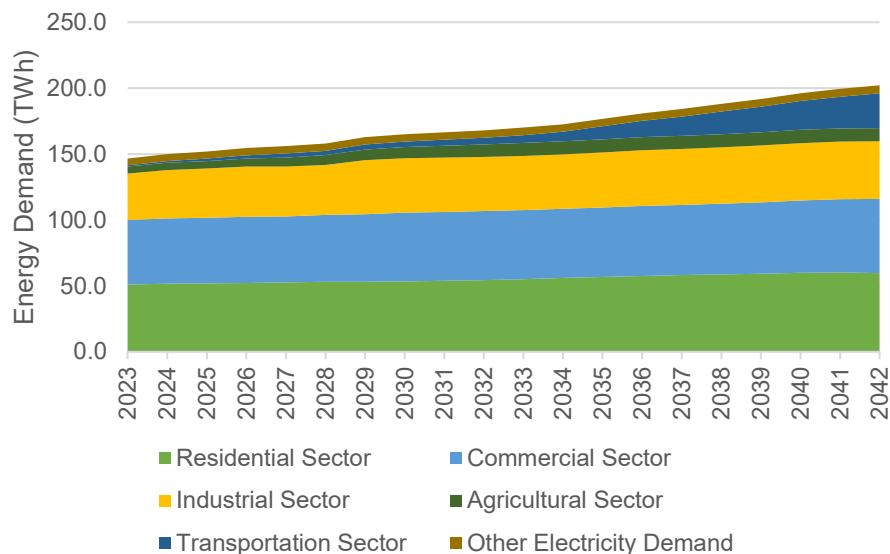
Project Name	Project Size (MW)	Project Status	Project Location	Project Website
Walker BESS 4	4.999	Contracted	Windsor, Ontario	www.walkerenergystorage4.com
Walker BESS 5	4.999	Contracted	Windsor, Ontario	www.walkerenergystorage5.com
Walker BESS 6	4.999	Contracted	Windsor, Ontario	www.walkerenergystorage6.com
Almonte BESS	4.999	Contracted	Mississippi Mills, Ontario	www.almonteenergystorage.com

Provincial Need for Power / Capacity

Ontario's Independent Electricity System Operator (IESO) identified the urgent need to bring 4,000 megawatts (MW) of new supply onto the electricity grid by 2030 as energy demand is expected to grow 30% over 20 years.



Ontario's Forecast Demand Growth



Where is this supply gap coming from?

- **Provincial Growth** – residential and commercial sectors are growing, so does their electrical demand
- **Electrification of Transport** – transition from internal combustion to electric vehicles and buses
- **Agricultural Sector** – increased in greenhouse sector (food and cannabis)
- **Retirement of Generation** - the Pickering Nuclear Generating Station along with other expiring natural gas and other contracts has left a material supply gap in Ontario.

To close this supply gap by 2030, the IESO planned two major procurement cycles over 2023-24 – the Expedited Long-Term 1 (E-LTI) RFP and the Long-Term 1 (LTI) RFP.

Wahgoshig Solar FIT5 LP, a Compass-affiliate, is recognized as a Qualified Applicant for both procurements, having the experience and capability to construct new projects in the Province.

Why Battery Storage?

Battery storage projects provide flexibility to electricity systems by storing low-cost power and providing it during peak periods when the grid needs it the most. Battery storage has been procured by the IESO since 2014.

Battery Storage Project Characteristics

- **Small Footprint Size:** 1 – 5 acres
- **Secure:** Project is fenced in and locked.
- **Operations:**
 - Project is 24/7 remote monitored and controlled. Operations and maintenance contractors are locally based in Ontario.
 - Scheduled site visits occur 4 times a year.
- **Noise:** Each container or battery storage cabinet will have its own HVAC system and meet provincial sound limits.
- **Design:** Battery does not power onsite operations directly; it flows to the grid.

Look and Feel

- The project will consist of painted, 20 ft containers, electrical equipment and a transformer.
- The containers will rest on a concrete pad and be interconnected.
- The containers will then connect to the transformer before going out to the grid.



Why your municipality?

The IESO has identified that the grid infrastructure in the North Glengarry region can support the addition of new capacity resources to take on the growing power demand in the province.

St. Isidore TS



Local Electrical Benefits

- Our proposed project is located opposite the St. Isidore Transformer station. We propose a connection to the distribution feeder M5.
- The Project has been submitted into the IESO's Long-Term 1 Deliverability Test which confirmed it can connect to the M5 feeder.

Regulatory Oversight

Compass has made careful note of the regulatory bodies that it must engage to secure the permits and approvals.

Authorities Having Jurisdiction

- ✓Township of North Glengarry
- ✓**North Glengarry Fire Department**
- ✓Hydro One
- ✓Ontario Ministry of Energy
- ✓Independent Electricity System Operator
- ✓Ontario Ministry of Environment
- ✓Local Conservation Authorities
- ✓Electrical Safety Authority

Compass will consult with North Glengarry Fire Department to ensure the preparedness of the Emergency Response Plan and adequate National Fire Protection Association (NFPA) compliance training for Fire Stations.

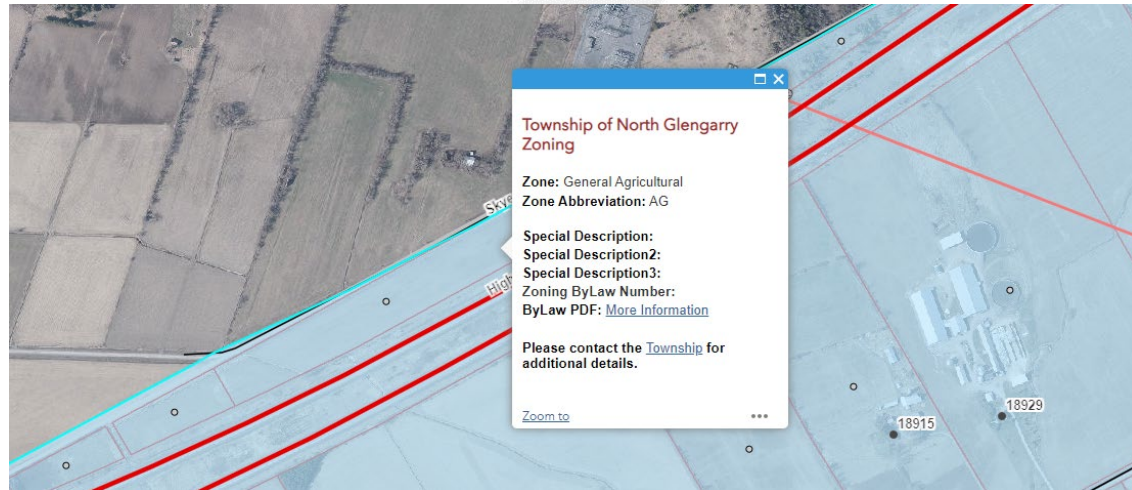
About The Project

The project will be located on Parcel Number 67101-0176, North Glengarry, ON K0C 2B0. It will take advantage of connecting to the Hydro One power lines on Skye Road running along the north of the property.

North Glengarry BESS



Zoning



- Zoning of the property is General Agricultural (AG).
- Per Zoning By-Law No. 39-2000, the AG zoning allows for grain drying, sawmill, tile drainage, wayside quarry, communications facility, maple sugar operation, etc.

Local Benefits

Local benefits associated with the project are key infrastructure within the Township to provide power to meet growing demand, provide additional revenues for landowners, property taxes for the Township of North Glengarry and economic activity within the Township.

Local Benefits

- **Employment** - High skill, 'green' collar jobs in construction – civil works, mechanical installation, electrical connection, landscaping.
- **Financial** – Property tax benefits, diversified income stream for rural landowners, especially on underutilized land.
- **Industrial Growth and Diversification** - Needed energy capacity allows for increased development in your municipality.
- **Natural Gas and Transmission Line Offset** - Distributed energy provides electrical grid support, intelligence, and resilience.

Municipal Council Support Resolution

Compass, on behalf of North Glengarry BESS Limited Partnership, is requesting a municipal council support resolution to support this project in obtaining rated criteria points in the IESO procurement.

Why provide a municipal council support resolution?

- The IESO's Long Term 1 procurement provides rated criteria points for Municipal Council Support Resolutions, which will help ensure your municipality benefits from the investment in a battery storage project.
- The Township of North Glengarry is a priority area of growing electrical demand and requires additional supply resources during peak demand times that will be provided for by this battery storage project.
- North Glengarry BESS Limited Partnership will provide economic and tax benefits to the Township of North Glengarry for 20 plus years.
- North Glengarry BESS Limited Partnership supports a variety of your municipal plans and objectives by supporting greater adoption of renewable energy and sustainability.
- North Glengarry BESS Limited Partnership needs the council support resolution passed before November 2023 to allow us to prepare our full proposal in advance of the IESO submission date of December 12, 2023.

Thank you

Contact

James Marzotto

Associate Director, Development

Email: james@compassenergyconsulting.ca

Phone: 1-905-650-3682

Rishabh Mundhra

Senior Consultant

Email: rishabh@compassenergyconsulting.ca

Phone: +1 (647) 574-2195

Compass Renewable Energy Consulting

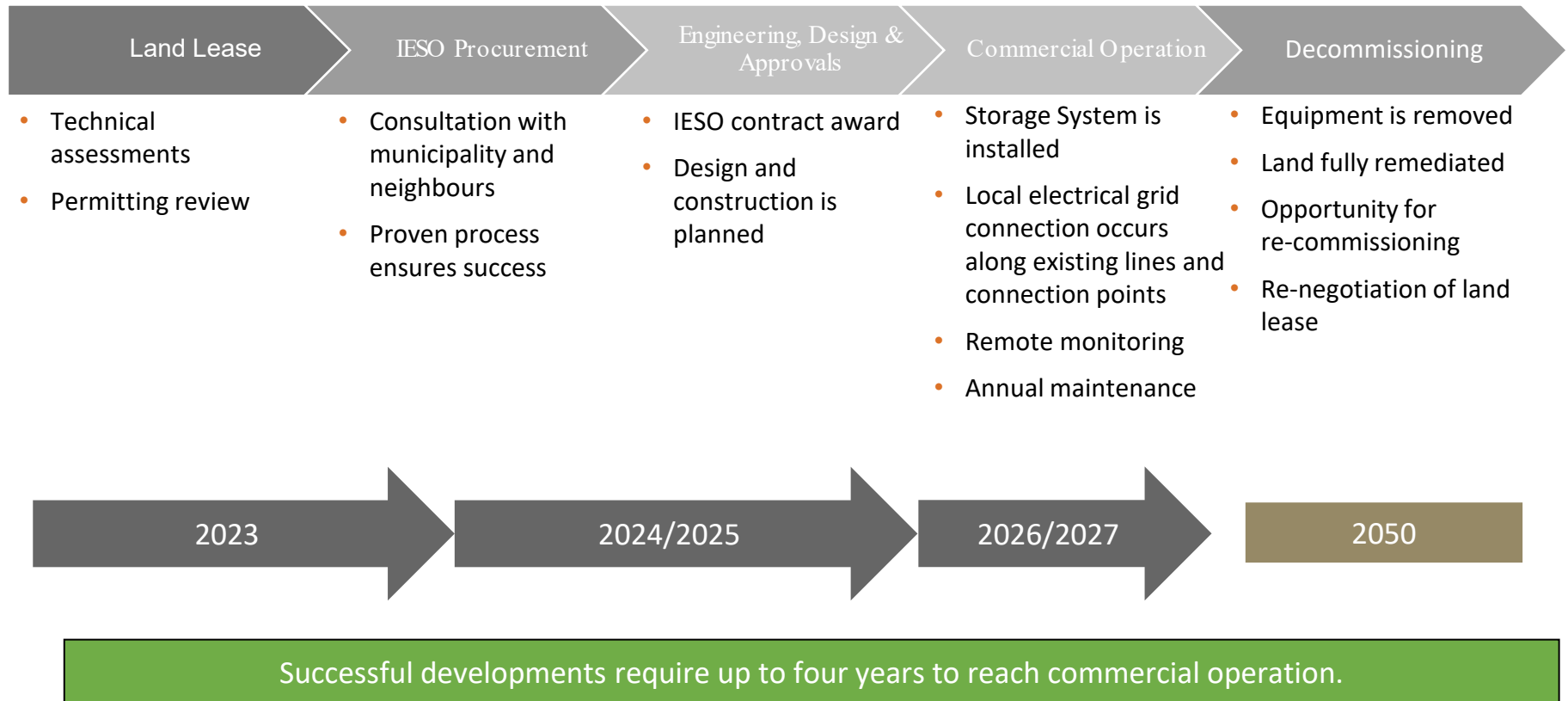
192 Spadina Ave., Suite 506, Toronto, ON, M5T 2C2



Appendices

1. Development Timeline
2. Safety
3. Service Commitment
4. Decommissioning

1. Development Timeline



2. Safety - BESS Safety Systems

Battery energy storage systems are subject to a number of third-party standards to ensure safe operation and prevent damage to the BESS and land.

Codes and Standards that apply to BESS

- National Building Code
- National Fire Code Canada
- UL 9540 Energy Storage Safety Systems
- UL9540A Standard for Test Method for Evaluating Thermal Runaway Fire Propagation in BESS
- NFPA 855 - Installation of Stationary Energy Storage Systems
 - NFPA - Standard on Explosion Prevention Systems
- UL 1973 Batteries for use in Stationary and Motive Auxiliary Power Applications
- UL 1741 - Inverters, Converters Controllers and Interconnection System Equipment
- Ontario Electrical Safety Code
- Ontario Distribution System Code

2. BESS Safety Questions and Answers

Question	Answer
What if there is a fire in the BESS?	Avoiding a fire starts with battery chemistry. Lithium Iron Phosphate (LFP) have a lower energy density and no cobalt so are less likely to overheat. In addition, BESS enclosures have built in fire suppression system (FSS) solutions. The FSS system is composed of temperature sensors, smoke detectors and gas detectors, whose main function is to prevent fire spread in time when any open flame signal or gas signal appears in the battery system and sent out fire signal to EMS system. BESS are certified to UL 9540 and 9540 A standards to prevent fire spread and suppression at the cell and the BESS system level. The selected battery chemistry LFP releases less gas during thermal runaway meaning less possibility of a fire.
Can the batteries leak and impact the ground / ground water?	<p>These BESS do not use lead acid batteries, and therefore do not leak.</p> <p>Mechanical failures include physical damage could create heat or a fire. Hazards associated with lithium-ion battery energy storage systems are centered on the flammable organic electrolyte and its highly reactive electrodes. However, if the batteries are punctured, there is a risk of electrolyte to be exposed to air, which will result in chemical reaction, leading to thermal runaway and combustion.</p> <p>Other potentially hazardous wastes would include fire residue, fire debris, fire extinguishing agents leading to contamination of soil and underground water via leaching, burying, dissolution, infiltration and run off. The management of these risks starts at the cell level, with selection of battery chemistry, and compliance with local AHJs and global certifications. This is where UL9540A certification becomes critical to BESS projects. Any other hazardous leaks will be contained in the enclosure.</p>
What other assurances that BESS meet these standards?	BESS systems are subject to third party certification to ensure they comply with all of the required codes and standards. For example, third party Evaluation Services performs an assessment on the sites to ensure compliance with relevant codes.

3. Service Commitment

We believe in the importance of transparency when communicating with all stakeholders and tying our success to their success.

System Design Consultation

- Design adapted to site requirements and local building by-laws
- Layout review and consultation with landowner
- Engineered construction plan accepted by local building department
- Long-term, dependable designs

Risk Mitigation & Minimal System Impact

- Scheduled Operation & Maintenance
- System insurance and liability insurance.
- Physical security measures, and live performance monitoring

Updates & Transparency

- Compass provides regular project updates during the development and construction of the project
- Clarity for stakeholders to understand project progress



4. Decommissioning

BESS facilities have an expected lifespan of 20 + years, or more, with equipment replacement and repowering. At the time of decommissioning, the installed components will be removed and reused/recycled, where possible, and the site restored. All removal of equipment will be done in accordance with the applicable regulations and manufacturer recommendations. **The below summarizes the decommissioning procedure that would be enacted at end of project life .**

BESS - Disconnect all above ground wirings. Remove all BESS enclosures and support structures.

Medium Voltage (MV) Stations, Substation – Disconnect and remove all electrical equipment. Remove inverter and associated equipment. Remove high-voltage substation transformer. Remove concrete foundations for MV Stations and substation components.

Access roads and other components – Consult with the landowner to determine if access roads should be left in place for their continued use. If roads are to be removed, the aggregate materials will be excavated by a backhoe/front-end loader, along with any underlying geotextile fabric. Compacted areas restored.

Underground cables - Underground electrical lines running between inverters and the substation will be removed. All foundation materials removed.

Community and Indigenous Engagement Plan

Long-Term 1 Procurement (LT1 RFP)

North Glengarry BESS Limited Partnership

Email: info@northglengarryenergystorage.com

Website: www.northglengarryenergystorage.com

September 25, 2023



Drafted by Compass Renewable Energy Consulting Inc. on behalf of North Glengarry BESS Limited Partnership.

Revision History

Date	Notes
September 25, 2023	Original draft

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1. Introduction

North Glengarry BESS Limited Partnership has developed this Community and Indigenous Engagement Plan (the “CIEP”) for North Glengarry BESS (the “Project”), a proposed up to 17 megawatt stand-alone lithium-ion battery energy storage system project located in the Township of North Glengarry.

The Project is being developed by North Glengarry BESS Limited Partnership and is supported by Wahgoshig Solar FIT5 LP (“Wahgoshig Solar”), approved by the Independent Electricity System Operator (“IESO”) through the Request for Qualification (“RFQ”) stage of the procurement and among the fifty-five (55) Qualified Applicants with the experience and capabilities to successfully develop, construct, and operate facilities acquired through this procurement¹.

North Glengarry BESS Limited Partnership will submit the Project into the IESO’s Request for Proposals under the Long-Term 1 procurement (“LT1 RFP”) on or before the Submission Deadline.

This Community and Indigenous Engagement Plan’s objectives are to:

- Provide details about the Project
- Describe the IESO’s LT1 RFP process
- Describe the level of Community and Indigenous engagement that has been carried out thus far
- Provide engagement opportunities for Community and Indigenous stakeholders to provide feedback
- Describe our plans for future Community and Indigenous engagement
- Address and respond to Community and Indigenous feedback

It is of utmost importance that the local community, Indigenous Communities, and other stakeholders are contacted and meaningfully communicated with regarding details of the proposed Project. If the Project is successful in the RFP and awarded a contract, it will be in operation for 20 plus years. To ensure the successful development and implementation of the Project, we will strive to effectively incorporate the views and insights from Community and Indigenous members and other stakeholders during the planning, building, operating, and decommissioning phases.

¹ More information about the IESO’s Long Term Capacity Procurement and the list of Qualified Applicants is available here: <https://www.ieso.ca/en/Sector-Participants/Resource-Acquisition-and-Contracts/Long-Term-RFP-and-Expedited-Process>

2. Purpose of the Community and Indigenous Engagement Plan

The CIEP identifies a strategy for establishing and maintaining a transparent and productive engagement with Community stakeholders and Indigenous Communities. The CIEP is a “living” document and will be updated during the project life cycle to better suit the goals and objectives of the community engagement process.

The CIEP will:

- Identify, expand on, and consult with the list of Community stakeholders and Indigenous Communities that are interested in the development of the Project;
- Publish reader-friendly and publicly accessible Project information to help Community stakeholders and Indigenous Communities understand the proposed Project and offer feedback;
- Create engagement opportunities for Community stakeholders and Indigenous Communities to be involved throughout the development process, including the planning and development of Project design;
- Design a communication plan to inform Community stakeholders and Indigenous Communities of on-going Community Engagement and Project development activities;
- Engage with public and collect feedback through the Project website or Project Email, and during Public Community Meetings;
- Determine and address any issues or concerns that the public or other stakeholders have with regards to the Project; and
- Promote active public engagement through effective and targeted outreach.

3. Key Project Information

North Glengarry BESS Limited Partnership is a special purpose entity created for North Glengarry BESS (the “Project”) by Compass Renewable Energy Consulting, supported by Wahgoshig Solar.


North Glengarry BESS Limited Partnership is proposing to develop, construct, and operate the Project, with a maximum 17 megawatt stand-alone lithium-ion battery energy storage system (“BESS”), located on private land within the Township of North Glengarry at Parcel Number 67101-0176, North Glengarry, ON, K0C 2B0. This infrastructure project will bring significant investment and local benefits including employment, lease payments, and capital spending in the local economy.

The Developer is among the fifty-five (55) Qualified Applicants approved by the IESO through the RFQ stage of the procurement, with the experience and capabilities to successfully develop, construct, and operate facilities acquired through this procurement.

On or before the Submission Deadline, North Glengarry BESS Limited Partnership will apply to the IESO’s Request for Proposals under the Long-Term 1 procurement (“LT1 RFP”) to obtain a capacity contract for this site.

The competitive procurement process will assess and evaluate the Project against other energy storage and non-energy storage capacity proposals. Proposals offering the most competitive capacity prices may be awarded a 20 plus year agreement with the IESO. For additional Rated Criteria points, the IESO will look for Projects that have evidence of Municipal support and Indigenous ownership, described in Section 5 “Capacity Procurement Information”.

North Glengarry BESS

-  Property Outline
-  Proposed Project Site
-  Connection Point
-  Distribution Line
-  Connection Line
-  St. Isidore TS

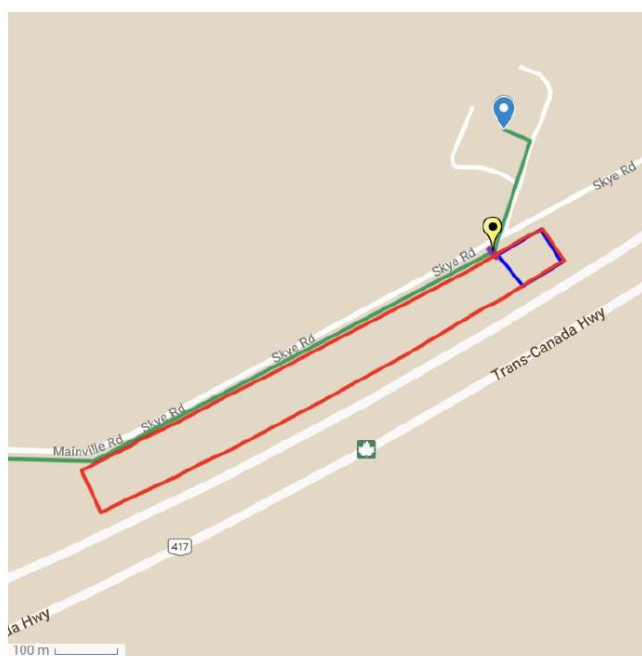


Figure 1: North Glengarry BESS Scale Site Map

Since the Project is in the early development stage, the location of equipment, such as BESS containers and/or transformers, and access roads have not yet been finalized. However, the above site map provides a proposed Project boundary, outside of which development is not likely to occur.

The final site map will take into account outputs from environmental and other field studies and feedback from the local Community and other stakeholders, as applicable. Environmental and technical studies aid in the understanding of any impacts on the local community, natural and cultural heritage, archaeology, and other important local factors.

As with any development activity, there will likely be some sort of impact on the local environment, however we want to ensure that our proposed Project minimizes the potential for negative impacts through extensive due diligence prior to construction.

4. Company Backgrounds

North Glengarry BESS Limited Partnership is a special purpose entity created for North Glengarry BESS (the “Project”) by Compass Renewable Energy Consulting, supported by Wahgoshig Solar.

The Developer is among the fifty-five (55) Qualified Applicants approved by the IESO through the RFQ stage of the procurement, with the experience and capabilities to successfully develop, construct, and operate facilities acquired through this procurement.

Wahgoshig Solar FIT5 LP

Wahgoshig Solar FIT 5 LP (“Wahgoshig Solar”) is a partnership formed between the Apitipi Anicinapek Nation and Compass Renewable Energy Consulting Inc. (“Compass”). Wahgoshig Solar developed, constructed, and operates four 500 kWac/600 kWdc (2.4 MWdc total) ground mounted Feed-in Tariff (“FIT”) projects under the former FIT program in Ontario. Wahgoshig Solar engaged Compass to manage the development, permitting and construction of these facilities.

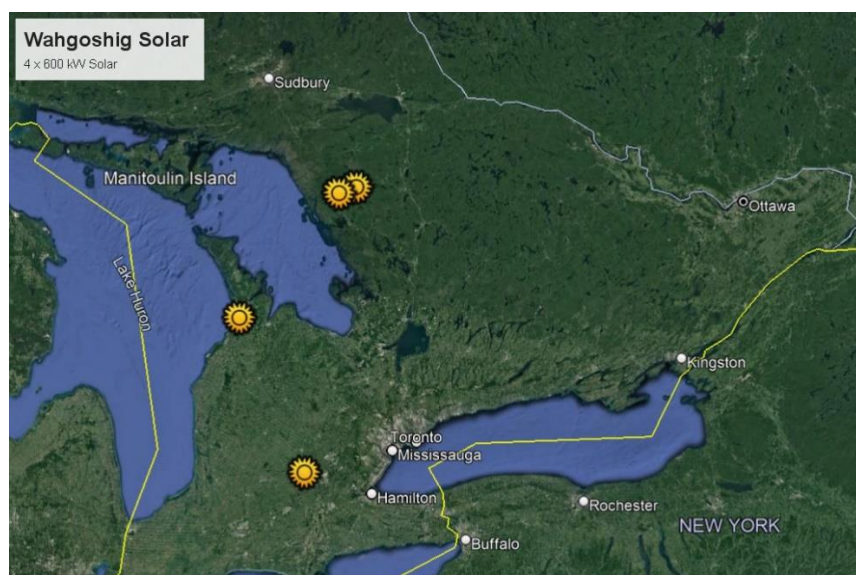


Figure 2: Wahgoshig Solar’s Project Portfolio

Compass Renewable Energy Consulting Inc.

Compass Renewable Energy Consulting Inc. (“Compass”) has been consulting and developing renewable and clean energy projects in Ontario for over a decade, with experience across the development lifecycle from pre-screening, contracting, construction, commissioning, and operations. Compass has developed over 100 renewable energy projects in Canada representing over 100 megawatts (MW) in the last 6 years and supported the development of over 2,000 MWs for our clients. Most recently, Compass supported the development of four (4) BESS Projects that were successful in receiving and executing contracts with the IESO through the Expedited Long-Term 1 Request for Proposals (E-LT1 RFP) that concluded on June 27, 2023.

5. Capacity Procurement Information

After more than a decade of strong supply, Ontario is entering a period of emerging electricity system needs, driven by increasing demand, the retirement of the Pickering nuclear plant, the refurbishment of other nuclear generating units, as well as expiring contracts for existing facilities.

To address these needs, the IESO is competitively securing 4,000 MW of capacity through the first Long-Term Request for Proposals (“LT1 RFP”), complimentary Expedited procurement process (“E-LT1 RFP”), and the Same Technology Upgrade Solicitation. The LT1 RFP, together with the recently concluded Expedited RFP, is expected to competitively procure year-round effective capacity from dispatchable new build resources, including new build hybrid electricity generation and storage facilities, registered or able to become registered in the IESO administered markets, larger than 1 MW and which can deliver a continuous amount of electricity to a connection point on a distribution system or transmission system for at least four consecutive hours.

The LT1 process requires renewable energy project developers to move through two pre-contract stages before a capacity contract is awarded: a Request for Qualification (RFQ) stage, and a Request for Proposals (RFP) stage. Details on these stages are outlined below.

Request for Qualification (RFQ) Stage

In advance of the E-LT1 and LT1 RFPs, the IESO issued the Long-Term Request for Qualifications (“LT1 RFQ”) to establish a list of applicants with the experience and capability to successfully develop, construct and operate facilities acquired through these procurements.

Wahgoshig Solar FIT5 LP was approved by the IESO among the fifty-five (55) Qualified Applicants with the experience and capabilities to successfully develop, construct, and operate facilities acquired through these procurements.²

Request for Proposal (RFP) Stage

The LT1 RFP requirements were developed by the IESO following a thorough stakeholder engagement process. The main goal of the LT1 RFP is to create a competitive process aimed at achieving the lowest cost power for Ontarians. In addition to focusing on price, the IESO favours projects with higher duration, evidence of support from the host Municipality, and economic ownership from Indigenous Communities.

As part of LT1 RFP’s “Eligibility Requirements”, projects are required to:

- Receive a favourable result from IESO’s Deliverability Test
- Conduct at least one Public Community Meeting informing adjacent Property Owners, host Municipality, and Indigenous Communities of the Project details and the proposed Community and Indigenous Engagement Plan (the “CIEP”)

² The LT1 RFQ is now complete, and the list of qualified applicants is available here: <https://www.ieso.ca/en/Sector-Participants/Resource-Acquisition-and-Contracts/Long-Term-RFP-and-Expedited-Process>

Several “Rated criteria” points are awarded to projects which:

- Secure a Municipal Council Support Resolution
- Sign a partnership agreement with an Indigenous Community

The IESO will then review and assess submitted proposals. Selected Projects are expected to be announced in the first half of 2024.

Post-Contract Award Stage

If the Project is awarded a capacity contract by the IESO, we would begin to advance the permitting processes from the various authorities having jurisdiction (AHJs) identified in the Stakeholders List. Additionally, the Project would apply for grid connection from the relevant transmission and distribution companies. Upon successful permitting, the Project is anticipated to begin construction in 2025/2026.

6. Stakeholders List

Identifying the list of stakeholders that are interested in the development of the Project is key to a successful Community Engagement Plan. We intend to keep this stakeholder list updated across all stages of Project development, construction, operation, and decommissioning.

Since the Community Engagement Plan is a public document, the privacy of the individuals must be respected, as such the stakeholders list will not contain any sensitive information regarding private individuals or individual landowners.

a. Landowners and users

- Assessed owners of Properties located adjacent to the boundary of the Project Site

b. Indigenous Stakeholders

- Indigenous Communities who may have an interest in the Project

c. Municipal Stakeholders

- Chief Administrative Officer or equivalent for the Township of North Glengarry in which the proposed Project is located
- Mayor and council members

d. Government and Regional Authorities

- Ontario Ministry of Energy
- Independent Electricity System Operator
- Ontario Ministry of Environment, Conservation and Parks
- Ontario Ministry of Tourism, Culture and Sport
- Local Conservation Authorities
- Electrical Safety Authority
- Local Utility
- Local Fire and Rescue Department

7. Community Engagement Process

We will engage the community stakeholders and Indigenous Communities in two distinct ways, described in greater detail below.

Information Sharing

The Community Engagement Plan seeks to inform the stakeholders about the Project and its progress through the following informational tools:

- **Project Website**, hosting details about the Project and status of development activities;
- **Notice of Public Community Meeting**, posted to the Project Website, and delivered by electronic mail, registered mail or courier to the mandatory stakeholders (as defined by the IESO);
- **Public Community Meetings**, an early-development stage meeting planned before Submission Deadline, and a proposed meeting following successful contract award through the IESO's procurement process;
- **Public Community Meeting Minutes**, posted to the Project Website; and
- **Annual Project Newsletters**, posted to the Project Website and mailed to the mandatory stakeholders (as defined by the IESO).

Consultation

In addition to informing the community, our engagement process seeks to create opportunities to consult with identified community stakeholders and Indigenous Communities to gather feedback on the Project through the following feedback tools:

- Electronic correspondence through the Project Email;
- One-on-one meetings, as requested;
- Public Community Meetings;
- Public meetings with Municipal Councils; and
- Feedback and FAQ via the Project Website.

8. Community Engagement Staged Approach

Project timelines can be divided into five (5) distinct stages that have differing goals and objectives. The Project's community engagement activities would be tailored for each of the following project stages. As of the date of this Community Engagement Plan, the Project is in Stage 1.

- ❖ **Stage 1:** Pre-Contract through Contract Award
- ❖ **Stage 2:** Development
- ❖ **Stage 3:** Construction
- ❖ **Stage 4:** Operation
- ❖ **Stage 5:** Decommissioning

Stage 1: Pre-Contract through Contract Award

During Stage 1, the community engagement process will:

- Inform community stakeholders, municipal government, and Indigenous Communities about the Project;
- Engage with public and collect feedback through the Project Website or Project Email, and during the Public Community Meeting; and
- Promote active project engagement through Promote active public engagement through effective and inclusive outreach.

The Pre-Contract Stage is currently ongoing and concludes when the Project is awarded an LT1 contract (expected in early to mid 2024). The following engagement tasks, at a minimum, will be part of the Community and Indigenous Engagement Plan for the Pre-Contract Stage and will be completed before the Submission Deadline.

- Inform Municipalities of the proposed Project by engaging with staff and participating in a delegation at one or more Municipal Council meetings;
- Create and manage a Project Website, keeping content current with all relevant Project and Public Community Meeting information;
- Create and manage a unique Project Email address to collect feedback;
- Create and manage a Project-specific distribution list;
- Share a copy of the CIEP on the Project Website at least fifteen (15) days before the Public Community Meeting;
- Share a copy of the Notice of Public Community Meeting on the Project Website at least fifteen (15) days before the Public Community Meeting;
- Deliver, via electronic mail, registered mail or courier, a copy of the Notice of Public Community Meeting to the assessed owners of Properties located adjacent to the boundaries of the Project Site, the Local Municipality, and Indigenous Communities, at least fifteen (15) days before the Public Community Meeting;
- Host one (1) Public Community Meeting. The meeting will include:
 - Legal name and contact information for the LT1 RFP Proponent;
 - Project Name, Nameplate Capacity, and storage technology of the proposed Project;
 - A scale map showing the boundaries of the of the Project site, location of the Connection Point and the Connection Line within relevant Municipalities;

- Information pertaining to battery energy storage systems, the Community and Indigenous Engagement Plan, and updates on the status and progress of development activities, such as the environmental assessment will be made available; and
- Additionally, the Public Community Meeting will include a question-and-answer portion where members of the public will have an opportunity to provide feedback.
- Post a summary and meeting minutes of the Public Community Meeting to the Project Website;
- Upon request, host meetings with Indigenous Communities; and
- Where appropriate, respond to questions and concerns raised during our engagement process.

Given the changing public health situation due to COVID-19, our meetings may be virtual. However, we are committed to hosting an in-person Public Community Meeting wherever feasible. The time, date, and details on how to participate of the Public Community Meeting will be posted on the Project Website and provided on the Notice of Public Community Meeting.

If members of the community are not able to attend the meeting, we encourage all interested persons to visit our Project Website where the Public Community Meeting documents will be posted, or to contact us directly through the Project Email provided on the website.

Stage 2: Development (up to 2 years) & Stage 3: Construction (1 year)

If the Project is awarded a capacity contract by the IESO, we are committed to continuing its engagement with all interested stakeholders throughout the lifecycle of the Project.

During the Development and Construction phases, engagement will focus on continuing to inform Community stakeholders and Indigenous Communities of the Project progress, monitoring, and managing Community and Indigenous feedback through annual project newsletters, as well as ensuring the Project meets all permitting obligations as set out by the various authorities having jurisdiction (AHJs).

Stage 2 will begin upon execution of a capacity contract, expected in mid 2024, and will last until the start of construction (expected in 2025/2026). Once construction is underway, Stage 3 of the engagement plan will take effect.

During Stages 2 and 3, we will perform the following engagement tasks:

- In-person Public Community Meeting will be held prior to the start of construction to communicate how the development team has incorporated stakeholder feedback in Project design;
- Inform interested stakeholders on the results of technical studies;
- Meet with Municipal Officials, as requested, to keep them updated on the Project progress;
- Meet with Indigenous Communities, as requested, to keep them updated of Project progress;
- Develop an Emergency Response and Public Safety Plan with local public safety authorities;
- Provide Emergency Response training to all members of the local Fire Department;
- Develop and engage the community on the Decommissioning Plan;

-
- Update the Project Website regularly with relevant Project information and updates;
 - Record and engage with stakeholder feedback through the Project Website; and
 - Issue an annual newsletter with Project information and updates for interested stakeholders.

Stage 4: Operation (20 to 22 years)

The Project Operation Stage is anticipated to last 20 plus years from the time the Project achieves Commercial Operation (i.e. is fully operational), until the decommissioning. The goals and objectives for this stage will be focused on ensuring the Project operates efficiently and safely.

During Stage 4, we will perform the following engagement tasks:

- Manage the safe operation of the Project;
- Effectively develop, communicate, and run a public safety protocol; and
- Issue an annual newsletter with Project information and updates for interested stakeholders.

Stage 5: Decommissioning (up to 1 year)

At this stage of the Project's lifecycle, we will implement the Decommissioning Plan compliant with all prescribed Municipal and Provincial regulations and requirements. Property landowners, neighbors, and the host Municipality will again be consulted to ensure the community is aware of the proposed Decommissioning Plan.

9. Indigenous Consultation and Engagement

The Project is not located on Indigenous Lands, as defined in the LT1 RFP, however we acknowledge that it is our responsibility to interact with the local Indigenous Communities as part of the CIEP. We will put together a list of Indigenous Communities that have lands, areas, or regions³ within proximity of the property we seek to develop.

We encourage these and any other Indigenous Communities, who wish to make their interests known, to please contact us directly through the Project Email provided on our Project Website.

A Notice of Public Community Meeting will be delivered to identified Indigenous Communities in advance of the Public Community Meeting held during Phase 1 – Pre-Contract Phase. Information about accessing the meetings, as well as where the Indigenous Community can view project documents prior to the meeting will be on the Project Website.

³ As illustrated by the Aboriginal and Treaty Rights Information System (ATRIS), available online: https://sidait-atris.aadnc-aandc.gc.ca/ATRIS_ONLINE/home-accueil.aspx

10. FAQ

Through the CIEP, we are committed to reviewing and responding to feedback and comments received through the Public Community Meetings and/or Project Email.

We will collect and record all public feedback internally and may group some similar questions together and/or may post our responses to a topic rather than to a specific question submitted.

Active engagement with the community stakeholders and Indigenous Communities is extremely important to us as it will enhance our understanding of potential environmental, social, economic, or heritage impacts and inform Project development, design, construction, operation, and decommissioning.

September 25, 2023

RE: Notice of Public Meeting for North Glengarry BESS

To whom it may concern,

In response to Ontario's Independent Electricity System Operator ("IESO") Long-Term 1 Capacity Procurement, North Glengarry BESS Limited Partnership is proposing to develop North Glengarry BESS, a lithium-ion Battery Energy Storage System (BESS) located at Parcel Number 67101-0176, North Glengarry, ON, K0C 2B0, with a potential capacity of up to 17 Mega-Watt (MW), providing much needed electricity system reliability to Ontario.

North Glengarry BESS Limited Partnership was created by Compass Renewable Energy Consulting Inc. for the purpose of developing this project and is supported by Wahgoshig Solar FIT5 LP, a Qualified Applicant for the IESO's Long-Term procurements. More details on the IESO's Long-Term procurements are available online at: <https://www.ieso.ca/en/Sector-Participants/Resource-Acquisition-and-Contracts/Long-Term-RFP-and-Expedited-Process>

It is important to us that the North Glengarry BESS Project be successfully integrated and benefit the local community of the Township of North Glengarry. To accomplish this, we are seeking your feedback and engaging local Landowners, Municipalities, and Indigenous communities and would like to invite you to a Public Community Meeting to discuss the proposed Project and how it would benefit your community and help fulfill Ontario's future power needs:

Public Community Meeting for North Glengarry BESS

Meeting Date: October 18, 2023

Meeting Time: 6:00 to 8:00 PM

Meeting Venue: Dunvegan Recreation Hall

19053 County Rd 24,
Dunvegan ON K0C 1J0

The Public Community Meeting will provide attendees with an introduction to the Project and our Companies in the first forty-five (45) minutes, and an opportunity to ask questions and provide feedback on the proposed project for the next forty-five (45) minutes. The presenting team will be available afterwards to address any open questions and feedback.

For greater public access, a Project Website has also been created at <http://www.northglengarryenergystorage.com/>. You can find this Notice, along with the Project's Community and Indigenous Engagement Plan, FAQ, and all other updates on the proposed Project posted on the Project Website. Meeting minutes from the public community meeting will also be available on the Project Website following the meeting.

If you are unable to attend the meeting, you may reach out to us at info@northglengarryenergystorage.com to provide feedback and ask questions regarding the proposed Project.

We look forward to hosting you at our inaugural Public Community Meeting.

Sincerely,

North Glengarry BESS Limited Partnership



STAFF REPORT TO COUNCIL

Report No: CS-2023-20

October 23, 2023

From: Anne Leduc – Director of Community Services

RE: Tree Canada Grant

Recommended Motion:

THAT Council of the Township of North Glengarry receives staff report CS-2023-20; and

THAT Council directs staff to apply for Tree Canada's Treemendous Communities Grant to a maximum amount of \$10,000.

Background / Analysis:

Tree Canada has announced the 2024 intake for three grant streams – Greening Canada's School Grounds, Edible Trees, and Treemendous Communities.

Upon review, staff considered that the Treemendous Communities stream would be a good match for the municipality. This grant encourages and supports community tree planting projects that create long-lasting benefits where people live, work or play. Tree Canada accepts a wide range of project proposals such as heat island mitigation projects, biodiversity corridors, stormwater retention, invasive species control, riparian planting, park and street tree plantings, and more.

Eligible projects receive funding up to \$10,000 to cover the cost of purchasing and planting trees and shrubs, site preparation, tree maintenance, planting materials and developing education materials. The municipality is not required to contribute any matched funding for this grant.

Staff proposes to work with the Rural Affairs Committee to identify a site and prepare the application for the grant. Applications must be submitted no later than December 3, 2023, and the project can start no earlier than April 1, 2024. Staff expect that the municipality would receive news on its application by the end of March 2024.

Alternatives:

Option 1 – Recommended – That Council approves this resolution.

Or

Option 2 – Not recommended – That Council does not approve this resolution.

Financial Implications:

If the application is successful, there would be no financial impact to the 2024 Operating or Capital Budget. The municipality is not required to contribute any matched funding for this grant.

Attachments & Relevant Legislation:

Tree Canada – Treemendous Communities stream - <https://treecanada.ca/grants-awards/treemendous-communities/>

Others Consulted:

Kimberley Goyette – Director of Finance

Reviewed and approved by:
Sarah Huskinson, CAO/Clerk



STAFF REPORT TO COUNCIL

Report No: TR2023-18

October 19, 2023

From: Kimberley Goyette – Director of Finance/Treasurer

RE: Request for Proposal (RFP) for the Supply of Banking Services

Recommended Motion:

THAT Council of the Township of North Glengarry awards the Request for Proposal for the supply of banking services to RBC Royal Bank for a term of five (5) years commencing January 1st, 2024.

Background / Analysis:

A Request for Proposal (RFP) was advertised for banking services for the Township for a five-year period. Three proposals were received for these services.

All three proposals were reviewed and scored by the Deputy Treasurer and Director of Finance/Treasurer. A matrix was created for scoring as noted below:

Financial Proposal Interest Earned	20 points
Financial Proposal Fees and Charges	15 points
Detailed Transition Plan	10 points
Online Banking	20 points
Innovative Solutions	10 points
Community Participation	15 points
References	<u>10 points</u>
TOTAL	100 points

The average scores for the evaluations resulted in the following:

RBC Royal Bank	95 points
BMO Financial Group	80 points
Scotiabank	44 points

Alternatives:

N/A

Financial Implications:

This service is required to provide continuity of banking services for the Township in the most efficient manner.

Attachments & Relevant Legislation:

N/A

Others Consulted:

Deputy Treasurer

Reviewed and approved by:
Sarah Huskinson, CAO/Clerk



STAFF REPORT TO COUNCIL

Report No: BP-2023-30

October 23, 2023

From: Chantal Lapierre – Planning Department

RE: Road Widening By-law No. 30-2023 - HOPE OUIMET RD GLEN ROBERTSON

Recommended Motion:

THAT Council of the Township of North Glengarry adopt by law # 30-2023 being a by law to acquire and dedicate a portion of a property for road widening purposes; and

THAT By Law 30-2023 be read a first, second and third time and enacted this 23rd day of October 2023.

Background / Analysis: This office has received a request from Wilcox Law office (Klodine Bourdon) regarding a road widening by law and adoption of same by the Township on the property known as Lochiel Concession 3 Gore, Part of Lot 1 on registered Plan number 14R-6701 Part 3. Hope Ouimet Road, Glen Robertson in the Township of North Glengarry.

The request relates to severance application B-104/22 that was conditionally approved on October 13th, 2022. One of the conditions was to allow for a widening of Hope Ouimet Road where the applicant was to dedicate a portion of the road frontage to be transferred to the Township for this purpose.

The requirement for road widening is often imposed where the adjacent road does not meet the minimum width standard.

In order to correct this on title a By Law to confirm the acquisition of certain lands and to dedicate the same as part of the public highways is being presented to Council for consideration.

Alternatives: Option #1 That Council adopt the by-law as presented

OR

Option #2 Council does not adopt the by-law

Financial Implications: No financial implications to the Township

Attachments & Relevant Legislation:

By-Law 30-2023

Others consulted:

- Wilcox Law Office

Reviewed by
Sarah Huskinson – CAO/Clerk

THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY

BY-LAW No. 30-2023

A BY-LAW TO CONFIRM THE ACQUISITION OF CERTAIN LANDS AND TO DEDICATE THE SAME AS PART OF THE PUBLIC HIGHWAYS TO BE KNOWN AS MCCORMICK ROAD

REF.: a) *The Municipal Act 2001, S.O. 2001, c. 25 Section 31 and amendments thereto;*
b) *The Public Transportation and Highway Improvement Act, R.S.O. 1990, Chapter P. 50, Section 44, Subsection 4 and amendments thereto;*

WHEREAS the Corporation deems it expedient to acquire those parts of PIN 67154-0077 being Lochiel Concession 3 Gore, Part of Lot 1, Township of North Glengarry, designated as Part 3 on Plan 14R-6701 for the purpose of future widening of Hope Ouimet Road.

AND WHEREAS the Corporation of the Township of North Glengarry deems it expedient that the acquisition be confirmed and that the said lands be assumed and dedicated as part of the public highway.

NOW THEREFORE the Council of the Corporation of the Township of North Glengarry **HEREBY ENACTS AS FOLLOWS:**

- 1) That the acquisition by The Corporation of the Township of North Glengarry of those parts of PIN 67154-0077 being Lochiel Concession 3 Gore, Part of Lot 1, Township of North Glengarry, designated as Part 3 on Plan 14R-6701 for the purpose of future widening of Hope Ouimet Road is hereby authorized and confirmed.
- 2) That the said lands acquired, more particularly described in paragraph (1) of this By-Law be and are hereby dedicated as parts of the public highway to be known as Hope Ouimet Road.
- 3) That the Mayor and Clerk of the Corporation of the Township of North Glengarry be and they are hereby authorized to execute all documents and take whatever steps Council for the said Corporation may advise and as may be required to give effect to these presents.

READ A First, Second and Third Time and duly enacted this 23rd day of October 2023.

CAO/Clerk / Deputy Clerk

Mayor / Deputy Mayor

I, hereby certify that the forgoing is a true copy of By-Law No. 30-2023, duly adopted by the Council of the Township of North Glengarry on the 23rd day of October, 2023.

Date Certified

CAO/Clerk / Deputy Clerk



STAFF REPORT TO COUNCIL

Report No: PW2023-35

October 23, 2023

From: Timothy Wright, Director of Public Works

RE: Maxville Lagoons Environmental Assessment

Recommended Motion:

THAT Council of the Township of North Glengarry receives report PW2023-35 Maxville Lagoons Environmental Assessment (EA) and THAT Council authorizes the Mayor and CAO to enter into an agreement with EVB engineering to proceed with an Environmental Assessment for the Maxville Lagoons based on our current unit rates to be funded from 2023 unspent capital dollars.

Background / Analysis:

The Village of Maxville is serviced by a facultative lagoon located about four km northwest. The lagoon supports a capacity of 450m³ per day. For 2022 the average daily flow was 394m³/day and the flows have been consistently high in the last few years.

Maxville Lagoon Influent Data			
	Litres Total	Average Daily	Capacity
2020	155,542	426.142466	95%
2021	118,413	324.419178	72%
2022	143,615	393.465753	87%

The Waterworks Department has been undertaking many different measures over the last few years to ensure the influent readings are accurate and we are now certain that our readings are giving us a good picture of the use of the lagoon.

Typically, when you reach 80% capacity in your wastewater treatment capacity, the Ministry of Environment will ask for the owner to begin planning for expansion to ensure that wastewater can continue to be treated effectively. While we haven't received this order yet, we anticipate that we will receive it soon based on our influent numbers.

EVB Engineering is currently completing a Wastewater Master Plan for the Township and is familiar with the Township's systems, staff and operational needs. It is the recommendation of the Director of Public Works that it would be in the best interest of the Township to extend the existing scope with EVB rather than try to engage a new firm who would have to be brought up to speed and build an understanding of the Township's systems. The current unit rates with EVB are in line with industry standards so there is no benefit in going out to tender. The intent would be to have EVB complete the first stage of the Environmental Assessment before the end of 2023.

Alternatives:

1. Wait for the Ministry to place an order to expand the lagoon.
2. Search out another engineering firm to complete the EA, this would likely mean we would not see the first phase completed until midway through 2024 is very unlikely to provide any cost benefit and would introduce significant risk of change orders if it would result in a consultant who is unfamiliar with our system.

Financial Implications:

\$10,000 would need to be funded from capital for 2023. The Townships larger sewer lining job was under budget this year so there is capacity to fund this from the current capital budget. The remainder of the cost of \$140,000 will be added to the 2024 capital budget.

Attachments & Relevant Legislation:

Environmental Protection Act
Lakes and Rivers Improvement Act
Ontario Water Resources Act
Sustainable Water and Sewage Systems Act, 2002
Environmental Assessment Act
Environmental Bill of Rights
Maxville Lagoon ECA

Others Consulted:

Dean McDonald – Environmental Manager
Angela Cullen – Waterworks Compliance Coordinator

Reviewed and approved by:
Sarah Huskinson, CAO/Clerk



AMENDED ENVIRONMENTAL COMPLIANCE APPROVAL

NUMBER 5368-8PPQA2

Issue Date: January 27, 2012

The Corporation of the Township of North Glengarry
90 Main St S
Post Office Box, No. 900
Alexandria, Ontario
K0C 1A0

Site Location: Maxville Sewage Lagoons
Athol Road, Maxville
Lot 11 and 12, Concessions 19, 20
North Glengarry Township, United Counties of Stormont, Dundas and Glengarry
K0C 1T0

You have applied under section 20.2 of Part II.1 of the Environmental Protection Act, R.S.O. 1990, c. E. 19 (Environmental Protection Act) for approval of:

the existing municipal sewage works serving the Village of Maxville for the collection, transmission, treatment of sewage and subsequent disposal of treated effluent to the West Branch of the Scotch River, having a *Rated Capacity* of 450 m³/d and consisting of the following:

Sanitary Sewers

STREET	FROM	TO
Mechanics St.	Approx. 304 m west of Prince St.	Approx. 55 m west of Prince St.
Mechanics St.	Prince St.	Approx. 52 m east of John St.
Mechanics St.	Main St.	Approx. 24 m west of Highland St.
Fair St.	Robert St.	Approx. 310 m easterly
Robert St.	Approx. 20 m south of Alexander St.	Approx. 314 m northerly to an Easement
Easement	Marlborough St	Approx. 75 m easterly
Marlborough St.	Mechanics St.	Pumping Station #2 (Foxhill Cres.)
Foxhill Cres.	Marlborough St	Approx. 290 m easterly
Grant St.	Main St.	Marlborough St.
Main St.	Grant St.	Approx. 33 m south of County Rd. No.22
Alexander St.	Approx. 78 m west of King St.	Main St.
King St. (North)	Alexander St.	Mechanics St.

STREET	FROM	TO
King St. (North)	Alexander St.	Mechanics St.
King St. (South)	Mechanics St.	Adelaide St.
Queen St.	Mechanics St.	Approx. 20 m north of Adelaide St.
Prince St.	Mechanics St.	Adelaide St.
Adelaide St.	Prince St.	Approx. 58 m westerly
Catherine St.	Approx. 15 m west of King St.	Spring St.

Catherine St.	Elgin St.	Approx. 100 m east of Elizabeth St.
Car St.	Catherine St.	Main St.
Car St.	Main St.	Approx. 456 m east of Elgin St.
Spring St.	Catherine St.	George St.
Church St.	Spring St.	Approx. 60 m west of Main St.
George St.	Spring St.	Approx. 40 m west of Main St.
Elgin St.	Car St.	Approx. 30 m north of James St.
Peter St.	Approx. 28 m west of Elgin St.	Approx. 100 m east of Elizabeth St.
Joseph St.	Catherine St.	Approx. 40 m north of William St.

Sewage Pumping Stations and Forcemains

- one (1) sewage pumping station (SPS) including wet well, piping, temporary bypass connection with two (2) 2.4 kilowatt centrifugal pumps rated at 6.3 litres per second at 10.2 metres total dynamic head (TDH), including controls, alarms and associated works located near the entrance to the Maxville Manor on Mechanics Street and one (1) 100 millimetre diameter forcemain from the SPS to a manhole located at Mechanics Street and Prince Street;
- one (1) sewage pumping station including wet well, piping, temporary bypass connection with two (2) 6.6 kilowatt centrifugal pumps rated at 30 litres per second at 13.2 metres TDH, including controls, alarms and associated works located near the north limit of the Village on Main Street (County Road No. 20), one (1) 200 millimetre diameter forcemain from the SPS to the sewage treatment plant (STP), and one (1) 9.0 kilowatt diesel generator set located in a 6.9 metre by 8.6 metre building;

Wastewater Stabilization Pond

a facultative lagoon located about four km northwest of the Village of Maxville (NAD27: UTM Zone 18: 508800 m E, 5017800 m N), including:

- one (1) influent metering chamber containing one (1) flow meter;
- one (1) pre-cast concrete influent distribution chamber, connected to the 200 mm diameter forcemain from Main Street Pumping Station and leading to a 200 mm diameter inlet pipe into each cell, each equipped with a slide gate;
- two (2) cells arranged in parallel with a total surface area of 9.75 hectares, operating depth of 1.8 metres, operating volume of 164,025 cubic metres and retained bottom sludge sediment volume of 25,190 cubic metres;
- rip rap on the interior berm face, a geosynthetic clay liner for the upper 2.5 metres of the berm and a chain link fence for the top 0.9 metres of the berm;
- one (1) cross connection pipe with gate valve between the two cells;
- one (1) effluent discharge chamber, equipped with two (2) 540 mm diameter sluice gates connected to the outlet pipes from the two lagoon cells and one (1) 765 mm diameter sluice gate connected to the outlet pipe to the lagoon drain;
- one (1) 300 mm diameter corrugated steel pipe from each cell for emergency overflow to the perimeter ditch;
- one (1) Parshall flume installed in the pond outlet drain leading to the West Branch of the Scotch River;
- access road, boat launching ramp and other appurtenant facilities for application of alum to the lagoon contents prior to discharge, for phosphorus removal;
- alum dosing system to the wastewater inlet to the lagoon at a proportional rate to the influent sewage flow;
- an EOS-2000 system (an antenna energy wave emitter placed in the selected lagoon cell, connected by a cable to a power supply and control unit that are enclosed in a box) as a source of supplemental

dissolved oxygen;

- an aeration system at the discharge chamber of the lagoon to reduce hydrogen sulphide concentration during final effluent discharge events;
- all other controls, electrical equipment, instrumentation, piping, pumps, valves and appurtenances essential for the proper operation of the aforementioned sewage works;

all in accordance with the submitted supporting documents listed in Schedule A.

For the purpose of this environmental compliance approval, the following definitions apply:

" *Act* " means the Ontario Water Resources Act , R.S.O. 1990, Chapter O.40, as amended;

" *Annual Average Concentration* " means the arithmetic mean of the *Daily Concentrations* of a contaminant in the effluent sampled during the discharge period, calculated for any particular calendar year;

" *Annual Average Loading* " means the value obtained by multiplying the *Annual Average Concentration* of a contaminant in effluent sampled during the discharge period by the respective total annual effluent discharge volume, calculated for any particular calendar year;

"*Approval*" means this entire document and any schedules attached to it, and the application;

" *Average Daily Flow* " means the cumulative total sewage flow to the sewage works during a calendar year divided by the number of days during which sewage was flowing to the sewage works that year;

" *BOD5* " (also known as TBOD 5) means five day biochemical oxygen demand measured in an unfiltered sample and includes carbonaceous and nitrogenous oxygen demand;

" *By-pass* " means any discharge from the *Works* that does not undergo any treatment or only receives partial treatment before it is discharged to the environment;

" *CBOD5* " means five day carbonaceous (nitrification inhibited) biochemical oxygen demand measured in an unfiltered sample;

" *Daily Concentration* " means the concentration of a contaminant in the effluent discharged over any single day, as measured by a composite or grab sample, whichever is required;

"*Director*" means a person appointed by the Minister pursuant to section 5 of the *EPA* for the purposes of Part II.1 of the *EPA*;

" *District Manager* " means the District Manager of the Ottawa/Cornwall District Office of the *Ministry*;

"*Ministry*" means the ministry of the government of Ontario responsible for the *EPA* and *OWRA* and includes all officials, employees or other persons acting on its behalf;

" *Owner* " means The Corporation of the Township of North Glengarry and includes its successors and assignees;

"*OWRA*" means the Ontario Water Resources Act , R.S.O. 1990, c. O.40, as amended;

" *Rated Capacity* " means the *Average Daily Flow* for which the *Works* are approved to handle;

" *Regional Director* " means the Regional Director of the Eastern Region of the *Ministry* ; and

"*Works*" means the sewage works described in the *Owner* 's application, and this *Approval*.

You are hereby notified that this environmental compliance approval is issued to you subject to the terms and conditions outlined below:

TERMS AND CONDITIONS

1. GENERAL PROVISIONS

(1) The *Owner* shall ensure that any person authorized to carry out work on or operate any aspect of the *Works* is notified of this *Approval* and the conditions herein and shall take all reasonable measures to ensure any such person complies with the same.

(2) Except as otherwise provided by these conditions, the *Owner* shall design, build, install, operate and maintain the *Works* in accordance with the description given in this *Approval* , and the application for approval of the *Works*.

(3) Where there is a conflict between a provision of any document in the schedule referred to in this *Approval* and the conditions of this *Approval* , the Conditions in this *Approval* shall take precedence, and where there is a conflict between the documents in the schedule, the document bearing the most recent date shall prevail.

(4) Where there is a conflict between the documents listed in the Schedule submitted documents, and the application, the application shall take precedence unless it is clear that the purpose of the document was to amend the application.

(5) The Conditions of this *Approval* are severable. If any Condition of this *Approval* , or the application of any requirement of this *Approval* to any circumstance, is held invalid or unenforceable, the application of such condition to other circumstances and the remainder of this *Approval* shall not be affected thereby.

(6) The approval granted by this *Approval* is based upon a review of the *Works* in the context of its effect on the environment, its process performance and general principles of wastewater engineering. The review did not include a consideration of the architectural, mechanical, electrical or structural components and minor details of the *Works* except to the extent necessary to review the *Works* .

2. EXPIRY OF APPROVAL

This *Approval* will cease to apply to those parts of the *Works* which have not been constructed within five (5) years of the date of this *Approval* .

3. CHANGE OF OWNER

(1) The *Owner* shall notify the *District Manager* and the *Director* , in writing, of any of the following changes within 30 days of the change occurring:

(a) change of *Owner* ;

(b) change of address of the *Owner* ;

(c) change of partners where the *Owner* is or at any time becomes a partnership, and a copy of the most recent declaration filed under the Business Names Act , R.S.O. 1990, c.B17 shall be included in the notification to the *District Manager* ;

(d) change of name of the corporation where the *Owner* is or at any time becomes a corporation, and a copy of the most current information filed under the Corporations Information Act , R.S.O. 1990, c. C39 shall be included in the notification to the *District Manager* ;

(2) In the event of any change in ownership of the *Works* , other than a change to a successor municipality, the *Owner* shall notify in writing the succeeding owner of the existence of this *Approval* , and a copy of such notice shall be forwarded to the *District Manager* and the *Director* .

4. RECORD DRAWINGS

(1) a set of as-built drawings showing the *Works* "as constructed" shall be prepared. These drawings shall be kept up to date through revisions undertaken from time to time and a copy shall be retained at the *Works* for the operational life of the *Works*

5. BY-PASSES

(1) Any *By-pass* of sewage from any portion of the *Works* is prohibited, except where:

(a) it is necessary to avoid loss of life, personal injury, danger to public health or severe property damage;

(b) the *District Manager* agrees that it is necessary for the purpose of carrying out essential maintenance and the *District Manager* has given prior written acknowledgment of the *by-pass* ; or

(c) the *Regional Director* has given prior written acknowledgment of the *By-pass* .

(2) The *Owner* shall collect at least one (1) grab sample of the *By-pass* and have it analyzed for the parameters outlined in Condition 7 using the protocols in Condition 9.

(3) The *Owner* shall maintain a logbook of all *By-pass* events which shall include, at a minimum, the time, location, duration, quantity of *By-pass* , the authority for *By-pass* pursuant to subsection (1), and the reasons for the occurrence.

(4) The *Owner* shall, in the event of a *By-pass* event pursuant to subsection (1), disinfect the by-passed effluent prior to it reaching the receiver such that the receiver is not negatively impacted.

6. EFFLUENT OBJECTIVES

(1) The *Owner* shall use best efforts to design, construct and operate the *Works* with the objective that the concentrations of the materials below as effluent parameters are not exceeded in the effluent from the *Works* .

Table 1 - Effluent Objectives	
Effluent Parameter	Concentration Objective (milligrams per litre unless otherwise indicated)
Column 1	Column 2
<i>CBOD5</i>	25
Total Suspended Solids	25
Total Phosphorus	0.8

(2) The *Owner* shall use best efforts to:

(a) maintain the pH of the effluent from the *Works* within the range of 6.0 to 9.5, inclusive, at all times;

(b) operate the works within the *Rated Capacity* of the *Works* ; and

(c) ensure that the effluent from the *Works* is essentially free of floating and settleable solids and does not contain oil or any other substance in amounts sufficient to create a visible film or sheen or foam or discolouration on the receiving waters.

(3) The *Owner* shall include in all reports submitted in accordance with Condition 11 a summary of the efforts made and results achieved under this Condition.

7. EFFLUENT LIMITS

(1) The *Owner* shall operate and maintain the *Works* such that the concentrations and waste loadings of the materials named below as effluent parameters are not exceeded in the effluent from the *Works* .

Table 2 - Effluent Limits		
Effluent Parameter	Average Concentration (milligrams per litre unless otherwise indicated)	Average Waste Loading (kilograms unless otherwise indicated)
Column 1	Column 2	Column 3
<i>CBOD5</i>	30	4,932
Total Suspended Solids	30	4,932
Total Phosphorus	1	164
pH of the effluent maintained between 6.0 to 9.5, inclusive, at all times		

(2) For the purposes of determining compliance with and enforcing subsection (1):

(a) The *Annual Average Concentration* of a parameter named in Column 1 of subsection (1) shall not exceed the corresponding maximum concentration set out in Column 2 of subsection (1).

(b) The *Annual Average Loading* of a parameter named in Column 1 of subsection (1) shall not exceed the corresponding maximum waste loading set out in Column 3 of subsection (1).

(c) The pH of the effluent shall be maintained within the limits outlined in subsection (1), at all times.

(3) Paragraphs (a), (b) and (c) in subsection (2) shall apply upon the issuance of this *Approval*.

8. OPERATION AND MAINTENANCE

(1) The *Owner* shall exercise due diligence in ensuring that, at all times, the *Works* and the related equipment and appurtenances used to achieve compliance with this *Approval* are properly operated and maintained. Proper operation and maintenance shall include effective performance, adequate funding, adequate operator staffing and training, including training in all procedures and other requirements of this *Approval* and the *Act* and regulations, adequate laboratory facilities, process controls and alarms and the use of process chemicals and other substances used in the *Works*.

(2) The *Owner* shall prepare an operations manual within six (6) months of *Substantial Completion* of the *Works*, that includes, but not necessarily limited to, the following information:

(a) operating procedures for routine operation of the *Works* ;

(b) inspection programs, including frequency of inspection, for the *Works* and the methods or tests employed to detect when maintenance is necessary;

(c) repair and maintenance programs, including the frequency of repair and maintenance for the *Works* ;

(d) procedures for the inspection and calibration of monitoring equipment;

(e) a spill prevention control and countermeasures plan, consisting of contingency plans and procedures for dealing with equipment breakdowns, potential spills and any other abnormal situations, including notification of the *District Manager* ; and

(f) procedures for receiving, responding and recording public complaints, including recording any followup actions taken.

(3) The *Owner* shall maintain the operations manual current and retain a copy at the location of the *Works* for the operational life of the *Works*. Upon request, the *Owner* shall make the manual available to *Ministry* staff.

(4) The *Owner* shall provide for the overall operation of the *Works* with an operator who holds a licence that is applicable to that type of facility and that is of the same class as or higher than the class of the facility in accordance with Ontario Regulation 129/04.

9. SPECIAL OPERATIONS

(1) The *Owner* shall operate the Wastewater Stabilization Pond such that discharge is conducted on an annual discharge basis in the spring as follows:

- (a) effluent discharge to be scheduled to coincide approximately with the Spring peak flow conditions in the West Branch of the Scotch River;
- (b) effluent discharge to take place over a minimum period of fourteen (14) days and a maximum period of forty-five (45) days; and
- (c) discharge rate of lagoon effluent to be manually controlled to maintain a minimum mixing ratio of 1:3 (i.e., one part of lagoon effluent plus three parts of stream flow for four parts of resultant downstream flow), based on effluent flow measurements at the outlet and stream flow measurements collected at the Athol Road culvert crossing in the West Branch of the Scotch River approximately 500 metres downstream from where the lagoon effluent enters the Scotch River.

10. MONITORING AND RECORDING

The *Owner* shall carry out the following monitoring program:

(1) All samples and measurements taken for the purposes of this *Approval* are to be taken at a time and in a location characteristic of the quality and quantity of the effluent stream over the time period being monitored.

(2) For the purposes of this Condition, the following definitions apply:

- (a) 4 times per cell per discharge period means four (4) occasions during the annual lagoon draw down, corresponding to the start of discharge, at about the 33 percent level of lagoon cell draw down, at about 67 percent level of lagoon cell draw down, and on the final day of discharge from each lagoon cell that is being drawn down;
- (b) Monthly means once every month;
- (c) Semi-annually means once every six months; and
- (d) Annually means once every twelve months.

(3) Samples shall be collected at the following sampling points, at the frequency specified, by means of the specified sample type and analyzed for each parameter listed and all results recorded:

Table 3 - Raw Sewage Monitoring (Samples to be collected at the Main Sewage Pumping Station in Maxville)	
Frequency	Monthly
Sample Type	Composite or Grab
Parameters	BOD5, Total Suspended Solids, Total

	Phosphorus
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Table 4 - Lagoon Pre-Discharge Monitoring (two samples each to be collected of the contents of each lagoon cell)	
Frequency	within fourteen (14) days prior to scheduled commencement of the annual discharge
Sample Type	Grab
Parameters	BOD ₅ , Total Suspended Solids, Total Phosphorus

Table 5 - Final Effluent Monitoring (Samples to be collected at the lagoon outfall to the discharge ditch)		
Parameters	Sample Type	Frequency
CBOD ₅	Composite or Grab	4 times per cell per discharge period
Total Suspended Solids	Composite or Grab	4 times per cell per discharge period
Total Phosphorus	Composite or Grab	4 times per cell per discharge period
pH	Grab	4 times per cell per discharge period

Table 6 - Groundwater Monitoring (Sampling and monitoring at groundwater monitoring wells MW 03-1A, MW 03-1B and MW 03-2)		
Parameters	Sample Type	Frequency
BOD ₅	Grab	Annually in May
Chemical Oxygen Demand	Grab	Annually in May
Total Kjeldahl Nitrogen	Grab	Annually in May
Total Phosphorus	Grab	Annually in May
Dissolved Reactive Phosphorus	Grab	Annually in May
Total Ammonia Nitrogen	Grab	Annually in May
Nitrate	Grab	Annually in May
Nitrite	Grab	Annually in May
Chloride	Grab	Annually in May
Conductivity	Grab	Annually in May
pH	Grab	Annually in May
Temperature	Grab	Annually in May
Water Level	-	Semi-annually in May and October

Table 7 - Surface Water Monitoring (Sampling along West Branch Scotch River at locations upstream, adjacent to and downstream of the sewage lagoon at SW-1, SW-2 and SW-3, respectively)		
Parameters	Sample Type	Frequency
BOD ₅	Grab	Three times annually in May, August and October
Chemical Oxygen Demand	Grab	Three times annually in May, August and October
Total Suspended Solids	Grab	Three times annually in May, August and October
Total Dissolved Solids	Grab	Three times annually in May,

		August and October
Total Kjeldahl Nitrogen	Grab	Three times annually in May, August and October
Total Phosphorus	Grab	Three times annually in May, August and October
Dissolved Reactive Phosphorus	Grab	Three times annually in May, August and October
Total Ammonia Nitrogen	Grab	Three times annually in May, August and October
Nitrate	Grab	Three times annually in May, August and October
Nitrite	Grab	Three times annually in May, August and October
Chloride	Grab	Three times annually in May, August and October
Conductivity	Grab	Three times annually in May, August and October
pH	Grab	Three times annually in May, August and October
Temperature	Grab	Three times annually in May, August and October
Dissolved Oxygen	Grab	Three times annually in May, August and October

(4) The methods and protocols for sampling, analysis and recording shall conform, in order of precedence, to the methods and protocols specified in the following:

(a) the Ministry's Procedure F-10-1, "Procedures for Sampling and Analysis Requirements for Municipal and Private Sewage Treatment Works (Liquid Waste Streams Only)", as amended from time to time by more recently published editions;

(b) the Ministry's publication "Protocol for the Sampling and Analysis of Industrial/Municipal Wastewater" (January 1999), ISBN 0-7778-1880-9, as amended from time to time by more recently published editions; and

(c) the publication "Standard Methods for the Examination of Water and Wastewater" (21st edition), as amended from time to time by more recently published editions.

(5) The measurement frequencies specified in subsection (3) in respect to any parameter are minimum requirements which may be modified by the *District Manager* in writing from time to time.

(6) The *Owner* shall install and maintain a continuous flow measuring device, to measure the flowrate of raw sewage into the *Works* with an accuracy to within plus or minus fifteen per cent (+/- 15%) of the actual flowrate for the entire design range of the flow measuring device, and record the flowrate at a daily frequency.

(7) The *Owner* shall install and maintain a continuous flow measuring device, to measure the flowrate of the effluent from the *Works* with an accuracy to within plus or minus fifteen per cent (+/- 15%) of the actual flowrate for the entire design range of the flow measuring device, and record the flowrate at a daily frequency during the annual discharge period.

11. REPORTING

(1) The *Owner* shall report to the *District Manager* or designate, any exceedence of any parameter specified in Condition 6 orally, as soon as reasonably possible, and in writing within seven (7) days of the exceedence.

(2) In addition to the obligations under Part X of the Environmental Protection Act , the *Owner* shall, within ten (10) working days of the occurrence of any reportable spill as defined in Ontario Regulation 675/98, bypass or loss of any product, by-product, intermediate product, oil, solvent, waste material or any other polluting substance into the environment, submit a full written report of the occurrence to the *District Manager* describing the cause and discovery of the spill or loss, clean-up and recovery measures taken, preventative measures to be taken and schedule of implementation.

(3) The *Owner* shall, upon request, make all manuals, plans, records, data, procedures and supporting documentation available to *Ministry* staff.

(4) The *Owner* shall prepare and submit to the *Regional Director* and the *District Manager* a performance report, on an annual basis, within ninety (90) days following the end of the period being reported upon. The first such report shall cover the first annual period following the commencement of operation of the *Works* and subsequent reports shall be submitted to cover successive annual periods following thereafter. The reports shall contain, but shall not be limited to, the following information:

(a) a summary and interpretation of all monitoring data collected in accordance with Condition 9 and a comparison to the effluent limits outlined in Condition 6, including an overview of the success and adequacy of the *Works* ;

(b) a description of any operating problems encountered and corrective actions taken;

(c) a summary of all maintenance carried out on any major structure, equipment, apparatus, mechanism or thing forming part of the *Works* ;

(d) a summary of any effluent quality assurance or control measures undertaken in the reporting period;

(e) a summary of the calibration and maintenance carried out on all effluent monitoring equipment;

(f) a description of efforts made and results achieved in meeting the Effluent Objectives of Condition 5;

(g) a tabulation of the volume of sludge generated in the reporting period, an outline of anticipated volumes to be generated in the next reporting period and a summary of the locations to where the sludge was disposed;

(h) a summary of any complaints received during the reporting period and any steps taken to address the complaints;

(i) a summary of all bypass, overflow, spill or abnormal discharge events; and

(j) any other information the *District Manager* requires from time to time.

The reasons for the imposition of these terms and conditions are as follows:

1. Condition 1 is imposed to ensure that the *Works* are built and operated in the manner in which they were described for review and upon which approval was granted. This condition is also included to emphasize the precedence of Conditions in this *Approval* and the practice that the Approval is based on the most current document, if several conflicting documents are submitted for review. The condition also advises the Owners their responsibility to notify any person they authorized to carry out work pursuant to this *Approval* the existence of this *Approval* .

2. Condition 2 is included to ensure that the *Works* are constructed in a timely manner so that standards applicable at the time of approval of the *Works* are still applicable at the time of construction, to ensure the ongoing protection of the environment.

3. Condition 3 is included to ensure that the *Ministry* records are kept accurate and current with respect to the approved works and to ensure that subsequent owners of the *Works* are made aware of this *Approval* and continue to operate the *Works* in compliance with it.

4. Condition 4 is included to ensure that the *Works* are constructed in accordance with the approval and that record drawings of the *Works* "as constructed" are maintained for future references.

5. Condition 5 is included to indicate that by-passes of untreated sewage to the receiving waterbody is prohibited, save in certain limited circumstances where the failure to *By-pass* could result in greater injury to the public interest than the *By-pass* itself where a *By-pass* will not violate the approved effluent requirements, or where the *By-pass* can be limited or otherwise mitigated by handling it in accordance with an approved contingency plan. The notification and documentation requirements allow the *Ministry* to take action in an informed manner and will ensure the *Owner* is aware of the extent and frequency of *By-pass* events.

6. Condition 6 is imposed to establish non-enforceable effluent quality objectives which the *Owner* is obligated to use best efforts to strive towards on an ongoing basis. These objectives are to be used as a mechanism to trigger corrective action proactively and voluntarily before environmental impairment occurs and before the compliance limits of Condition 7 are exceeded.

7. Condition 7 is imposed to ensure that the effluent discharged from the *Works* to the West Branch of the Scotch River meets the *Ministry* 's effluent quality requirements thus minimizing environmental impact on the receiver and to protect water quality, fish and other aquatic life in the receiving water body.

8. Condition 8 is included to require that the *Works* be properly operated, maintained, funded, staffed and equipped such that the environment is protected and deterioration, loss, injury or damage to any person or property is prevented. As well, inclusion ensures that a comprehensive operations manual governing all significant areas of operation, maintenance and repair is prepared, implemented and kept up-to-date by the *Owner* and made available to the *Ministry* . Such a manual is an integral part of the operation of the *Works* . Its compilation and use should assist the *Owner* in staff training, in proper plant operation and in identifying and planning for contingencies during possible abnormal conditions. The manual will also act as a benchmark for *Ministry* staff when reviewing the *Owner* 's operation of the *Works* .

9. Condition 9 is included to ensure that the treated effluent is discharged to the receiver during periods and at rates that minimizes the environmental impact on the receiver and that the recreational vehicles sewage receiving station is properly maintained to minimize impacts to the surrounding area.

10. Condition 10 is included to enable the *Owner* to evaluate and demonstrate the performance of the *Works* , on a continual basis, so that the *Works* are properly operated and maintained at a level which is consistent with the design objectives and effluent limits specified in the *Approval* and that the *Works* does not cause any impairment to the receiving watercourse.

11. Condition 11 is included to provide a performance record for future references, to ensure that the *Ministry* is made aware of problems as they arise, and to provide a compliance record for all the terms and conditions outlined in this *Approval*, so that the *Ministry* can work with the *Owner* in resolving any problems in a timely manner.

SCHEDULE A

1. Final plans and specifications prepared by A.J. Graham Engineering Consultants Limited, Consulting Engineers, dated May 1988.

2. "Report on Application for Amendment to Certificate of Approval (Sewage) No. 3-1157-86-887, Maxville Sewage Lagoons, Lots 11 and 12, Concessions 19 and 20, Township of North Glengarry, United Counties of Stormont, Dundas and Glengarry" prepared by Golder Associates Ltd. (Golder), dated March 2005.

3. Application for Approval of Municipal and Private Sewage Works dated May 3, 2008, and cover letter submitted by Douglas Kerr of Golder Associates Ltd., dated June 3, 2008, and received on June 4, 2008.

4. Letter and enclosures from Michael Snow of Golder Associates Ltd. to Andre Schnell of the Ontario Ministry of the Environment (MOE), dated July 14, 2008 and received on July 17, 2008.

5. Engineering Drawing entitled "Site Plan and Sections", Drawing No. 08-0144-SP1, (Project No. 08-1122-0144), prepared by Golder Associates Ltd., stamped as "Preliminary", dated 16 June 2008 (Issued for Tender), and received on July 17, 2008.

6. E-mail dated July 11, 2008 from Andre Schnell of the MOE to Sara Ryan of Golder Associates Ltd. and Andre Bachand of The Corporation of the Township of North Glengarry.

7. E-mail dated July 21, 2008 from Michael Snow of Golder Associates Ltd. to Andre Schnell of the MOE.

8. Application for Approval of Municipal and Private Sewage Works dated September 8, 2009, and received on September 9, 2009.

9. E-mail dated September 29, 2009 from Joel Campbell of Golder Associates Ltd. to Youssef Kalogo, P.Eng. of the Ontario Ministry of the Environment; and

10. Document titled "Implementation Plan for Development of a Sewage Treatment Trial for the Maxville Sewage Lagoon, Maxville, Ontario", dated August 19, 2009, Project No. 09-1122-0096, prepared by Golder Associates Ltd.

11. Application for Approval of Municipal and Private Sewage Works received on July 7, 2011 including the Maxville Sewage Lagoons Capacity Investigation and Plan prepared by The Greer Galloway Group Inc. dated August, 2011.

Upon issuance of the environmental compliance approval, I hereby revoke Approval No(s). 3373-7VZL7A issued on October 7, 2009.

In accordance with Section 139 of the Environmental Protection Act, you may by written Notice served upon me and the Environmental Review Tribunal within 15 days after receipt of this Notice, require a hearing by the Tribunal. Section 142 of the Environmental Protection Act provides that the Notice requiring the hearing shall state:

1. The portions of the environmental compliance approval or each term or condition in the environmental compliance approval in respect of which the hearing is required, and;
2. The grounds on which you intend to rely at the hearing in relation to each portion appealed.

Pursuant to subsection 139(3) of the Environmental Protection Act, a hearing may not be required with respect to any terms and conditions in this environmental compliance approval, if the terms and conditions are substantially the same as those contained in an approval that is amended or revoked by this environmental compliance approval.

The Notice should also include:

3. The name of the appellant;
4. The address of the appellant;
5. The environmental compliance approval number;
6. The date of the environmental compliance approval;
7. The name of the Director, and;
8. The municipality or municipalities within which the project is to be engaged in.

And the Notice should be signed and dated by the appellant.

This Notice must be served upon:

The Secretary*
Environmental Review Tribunal
655 Bay Street, Suite 1500
Toronto, Ontario
M5G 1E5

AND

The Director appointed for the
purposes of Part II.1 of the
Environmental Protection Act
Ministry of the Environment
2 St. Clair Avenue West, Floor
12A
Toronto, Ontario
M4V 1L5

*** Further information on the Environmental Review Tribunal 's requirements for an appeal can be obtained directly from the Tribunal at: Tel: (416) 212-6349, Fax: (416) 314-4506 or www.ert.gov.on.ca**

The above noted activity is approved under s.20.3 of Part II.1 of the Environmental Protection Act.

DATED AT TORONTO this 27th day of January, 2012

Ian Parrott, P.Eng.
Director
appointed for the purposes of Part II.1 of
the *Environmental Protection Act*

FL/

c: District Manager, MOE Cornwall
Water Standards Section, MOE Standards Development Branch
Mark Priddle, McIntosh Perry Consulting Engineers Ltd.

THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY

**BY-LAW 31-2023
FOR THE YEAR 2023**

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

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

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

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

- 1. **THAT** the action of the Council at its regular meeting of October 23rd, 2023, in respect to each motion passed and taken by the Council at its meetings, is hereby adopted, ratified and confirmed, as if each resolution or other action was adopted, ratified and confirmed by its separate by-law and;
- 2. **THAT** the Mayor and the proper officers of the Township of North Glengarry are hereby authorized and directed to do all things necessary to give effect to the said action, or to obtain approvals where required, and except where otherwise provided, The Mayor and the Clerk are hereby directed to execute all documents necessary in that behalf and to affix the corporate seal of the Township to all such documents.
- 3. **THAT** if due to the inclusion of a particular resolution or resolutions this By-law would be deemed invalid by a court of competent jurisdiction then Section 1 to this By-law shall be deemed to apply to all motions passed except those that would make this By-law invalid.
- 4. **THAT** where a “Confirming By-law” conflicts with other by-laws the other by-laws shall take precedence. Where a “Confirming By-Law” conflicts with another “Confirming By-law” the most recent by-law shall take precedence.

READ a first, second and third time, passed, signed and sealed in Open Council this 23rd day of October 2023.

CAO/Clerk / Deputy Clerk

Mayor / Deputy Mayor

I, hereby certify that the forgoing is a true copy of By-Law No. 31-2023, duly adopted by the Council of the Township of North Glengarry on the 23rd day of October 2023.

Date Certified

CAO/Clerk / Deputy Clerk