

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

Agenda

Monday May 26, 2025 at 6 p.m.

Council Chambers

3720 County Road 34

Alexandria, Ontario K0C 1A0

THE MEETING WILL OPEN WITH THE CANADIAN NATIONAL ANTHEM

1. CALL TO ORDER

2. DECLARATION OF PECUNIARY INTEREST

3. ACCEPT THE AGENDA (Additions/Deletions)

4. ADOPTION OF PREVIOUS MINUTES

Regular Meeting of Council Minutes – Monday May 12, 2025

5. DELEGATIONS

HGMH Update - Rob Alldred- Hughes

OPP Community Update – Sgt. Malcom MacPherson

6. STAFF REPORTS

a. Administrative Department

- i. AD 2025-03: Confirmation of the member for the
SDG Accessibility Committee

b. Community Services Department

- i. CS 2025-10: Ice Allocation Policy
- ii. CS 2025-11: Community Donations

c. Treasury Department

- i. TR 2025-10 HEWSF II Transfer Payment
Agreement

d. Building, Planning & By-law Department

i. BP 2025-14: Zoning By-Law Amendment Z-03-2025,
Carole Joannette

7. UNFINISHED BUSINESS

8. CONSENT AGENDA

Public Meeting of Planning Minutes – February 24 2025

9. NEW BUSINESS

10. NOTICE OF MOTION

Next Regular Meeting of Council

Monday June 9, 2025, at 6 pm. in the Council Chambers, 3720
County Road 34, Alexandria, Ontario

Note: Meetings are subject to change and cancellation

11. QUESTION PERIOD

(Please note: Questions are to be in relation to the items presented on this agenda. Limit of one question per person and subsequent questions will be at the discretion of the Mayor/Chair)

12. CLOSED SESSION

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

And to approve the Closed Session of Council Minutes of May 12, 2025

13. CONFIRMATION BY-LAW

a. By-law 17-2025

14. ADJOURNMENT

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

Monday May 12 2025, at 6 p.m.

Council Chambers

3720 County Road 34

Alexandria, Ontario K0C 1A0

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

ALSO PRESENT: CAO/Clerk: Sarah Huskinson
Deputy Clerk: Jena Doonan
Director of Community Services: Stephanie MacRae
Director of Public Works: Timothy Wright

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

Addition – 6. b) iiiii Roger's roadside Maintenance

Resolution No. 1

Moved by: Jeff Manley

Seconded by: Michael Madden

THAT the Council of the Township of North Glengarry accepts the agenda of the Regular Meeting of Council on Monday May 12, 2025

Carried

- 4. ADOPTION OF PREVIOUS MINUTES**

Resolution No. 2

Moved by: Michael Madden

Seconded by: Gary Martin

THAT the minutes of the following meeting(s) be adopted as circulated.

Regular Meeting of Council Minutes – April 14, 2025.

Committee of the Whole Minutes – April 23, 2025.

Special Meeting of Council Minutes – April 23, 2025.

Carried

5. DELEGATIONS

6. STAFF REPORTS

a. Community Services Department

i) CIP Application – 3 Main St South, Alexandria, ON

Resolution No. 3

Moved By: Carma Williams

Seconded By: Jacques Massie

THAT the Council of the Township of North Glengarry receives staff report CS-2025-08, CIP application – 3Main Street South, Alexandria; and

THAT Council approves the Community Improvement Plan Project at 3 Main Street South, Alexandria, Ontario, as submitted by the property owner, Jean Vaillancourt of Vaella Holdings, and André Marcoux of Centre Auditif Glengarry Hearing Centre, delegated signing authority.

- Program C – Commercial Signage, Civic Address Signage, and Commercial Awning

Grant representing a matching grant of 50% up to \$2,000.00.

Total Grant Amount: \$2,000.00.

Carried

ii) Create to Get Closer Program

Resolution No. 4

Moved By: Jeff Manley

Seconded By: Michael Madden

THAT the Council of the Township of North Glengarry receives staff report CS-2025-08, CIP application – 3 Main Street South, Alexandria; and

THAT Council approves the Community Improvement Plan Project at 3 Main Street South, Alexandria, Ontario, as submitted by the property owner, Jean Vaillancourt of Vaella Holdings, and André Marcoux of Centre Auditif Glengarry Hearing Centre, delegated signing authority.

- Program C – Commercial Signage, Civic Address Signage, and Commercial Awning

Grant representing a matching grant of 50% up to \$2,000.00.

Total Grant Amount: \$2,000.00.

Carried

b. Public Works Department

- i) Updated Proposal for Alexandria Sewage Works Upgrade Design Optimization and Contract Administration Services.

Resolution No. 5
Moved by: Michael Madden
Seconded by: Gary Martin

THAT the Council of Township of North Glengarry receives report PW-2025-12, Updated Proposal for Alexandria Sewage Works Upgrade Design Optimization and Contract Administration Services; and

THAT the Council of Township of North Glengarry authorizes the Mayor and CAO/Clerk to enter into an updated agreement with EVB Engineering to provide Design Optimization and Contract Administration Services for the Alexandria Sewage Works Upgrade for a fixed price of \$1,823,202 plus HST as procurement by negotiation under Section 21(f) of the Township's Procurement Policy.

Carried

- ii) Large Item Pick Up Program Update

Resolution No. 6
Moved by: Gary Martin
Seconded by: Carma Williams

THAT the Council of the Township of North Glengarry receives report PW-2025-13, Large Item Pick Up Program Update for information purposes only.

Carried

- iii) Targeted Infiltration Projects

Resolution No. 7
Moved by: Carma Williams
Seconded by: Jacques Massie

THAT the Council of the Township of North Glengarry receives report PW-2025-14, Targeted Infiltration Projects for information purposes; and

THAT Council authorizes the reallocation of \$100,000 from the previously approved \$300,000 Sewer Lining Project budget to implement two targeted stormwater infiltration reduction projects as detailed in Table 1

Carried

- iii) Roger’s Roadside Maintenance issue – Councillor at Large Jacques Massie updated council on continuous roadside maintenance issues related to Roger's cable installation being reported by residents.

7. UNFINISHED BUSINESS

8. CONSENT AGENDA

Resolution No. 8

Moved by: Brian Caddell

Seconded by: Jeff Manley

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

Carried

9. NEW BUSINESS

10. NOTICE OF MOTION

Deputy Mayor Carma Williams put forth a notice of motion requesting senior staff to present to council several options for notifying the public at the next regular meeting of Council.

Next Regular Meeting of Council

May 26, 2025 at 6 p.m. in the Council Chambers, 3720 County Road 34, Alexandria, Ontario

Note: Meeting are subject to change and cancellation

11. QUESTION PERIOD

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

12. CLOSED SESSION

Resolution No. 9

Moved by: Gary Martin

Seconded by: Michael Madden

Proceed "In closed Session"

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

Carried

Resolution No. 10

Moved by: Brian Caddell

Seconded by: Jeff Manley

THAT we return to the Regular Meeting at 8:08 p.m.

Carried

13. CONFIRMATION BY-LAW

Resolution No. 11
Moved by: Jeff Manley
Seconded by: Jacques Massie

THAT the Council of the Township of North Glengarry adopts by-law 15-2025, being a by-law to adopt, confirm, and ratify the matters dealt with by Resolution; and

THAT by-law 15-2025 be read a first, second and third time and enacted in Open Council this 12th day of May 2025.

Carried

14. ADJOURMENT

Resolution No. 12
Moved by: Jacques Massie
Seconded by: Brian Caddell

THERE being no further business to discuss, the meeting was adjourned at 8:10 p.m.

Carried

CAO/Clerk/Deputy Clerk

Mayor/Deputy Mayor



Pre-Capital Submission

*A Rural Healthcare System for the Communities
we Serve*

May 2025



HÔPITAL
**Glengarry
Memorial**
HOSPITAL



Introduction & Purpose



This presentation outlines HGMH's vision for capital redevelopment to meet evolving healthcare needs in our region. Focused on the following:

1. Meeting the evolving Community Needs
2. Creating a Rural Health Hub Model
3. Building Capacity for the Future



Case for Change: Infrastructure Gaps



- Aging Infrastructure limits Quality Care
- Misalignment with Current and Future Clinical Needs
- Lack of Integrated Service Delivery
- Growing Demand in a Changing Rural Population
- System Dependence on Urban Transfers
- Strategic Opportunity for Rural Leadership in Health Transformation
- Alignment with Ministry and Ontario Health Priorities
- Services to meet the current and future needs of francophone populations in rural Eastern Ontario



Our Vision: A Campus of Care



- Acute Care Services *(Expanded capacity)*
- Restorative and Transitional Care *(New)*
- Ambulatory, Procedural Services, Virtual Care *(Expanded Capacity)*
- Medical Day Program *(New)*
- Primary and Community Care *(Health Hub)*
- Mental Health and Addiction Services *(Health Hub)*
- Senior's Wellness and Support *(Health Hub)*
- Diagnostic & Therapeutic Services
- Navigation and Patient Support Services *(Integrated Entry Point and Coordination)*



Space Requirements by Planning Horizon



- 2023: 51,000 sq ft
- 2033: 116,000 sq ft
- 2043: 129,000 sq ft
- 2053: 136,000 sq ft

Growth is driven by: inpatient beds, diagnostic services, outpatient care, and support spaces.



Strategic Partnerships Supporting Redevelopment



- Alexandria FHO and Primary Care
- CMHA Cornwall & SDG
- Centre de santé communautaire de l'Estrie
- Carefor
- The Ottawa Hospital
- Cornwall Community Hospital
- University Heart Institute
- Ontario Health @ Home



Alignment with Ministry Capital Policy



- Evidence-based service planning
- Integration within regional system of care
- Addresses high-priority population needs
- Supports aging infrastructure renewal
- Phased implementation, reuse of site



Our Ask



- Ministry endorsement to proceed to Stage 1.2
- Planning grant to support Master Program and Master Plan
- Recognition of rural health system challenges
- Support for equitable access to care





In Summary

- Clear case for change
- Strong community and partner support
- Growing service demands and facility limitations
- Vision for integrated, sustainable care
- Ready to move forward with next planning steps





STAFF REPORT TO COUNCIL

Report No: AD 2025-03

May 26 2025

From: Jena Doonan - Deputy Clerk

RE: Confirmation of North Glengarry member for the SDG Accessibility Committee

Recommended Motion:

THAT Council of the Township of North Glengarry receives Staff Report No. AD 2025-03, Confirmation of North Glengarry member for the SDG Accessibility Committee; and

THAT Council of the Township of North Glengarry authorizes staff to advise the United Counties of Stormont, Dundas and Glengarry that Mrs. Brenda Pamler from Alexandria will serve as the Township of North Glengarry's primary representative on the SDG Accessibility Committee replacing Mrs. Melissa Dubeau, and that Robert Berrigan from Alexandria will serve as alternate replacing Mrs. Brenda Palmer.

Background / Analysis:

The purpose of the *Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, c. 11* (ODA) is to improve opportunities for people with disabilities and to provide for their involvement in the identification, removal, and prevention of barriers to allow their full participation in life.

To this end, the ODA mandates that each municipality prepares an accessibility plan. The plan and updates outline the history of initiatives to:

- identify, remove, and prevent barriers;
- operational and decision making reviews;
- completed initiatives and the targets; and
- actions to be taken by the municipality.

The municipality must report its progress bi-annually with the next reporting date no later than December 31, 2026.

The SDG Accessibility Advisory Committee consists of one representative from each of the lower tier municipalities within Stormont, Dundas and Glengarry, with the majority of the Committee experiencing some form of disability. Renewal of the Committee members occurs after each municipal election.

With this information in hand, the municipality is proposing that two individuals be appointed as representative and alternate representative to the SDG Accessibility Advisory Committee. Mrs.

Brenda Palmer who has a family member with autism. Mr. Robert Berriagn is visually impaired. Both have extensive experience navigating government services and advocating for individuals with non-visible disabilities.

Alternatives:

Option 1 – Recommended – That Council authorizes staff to advise the United Counties of Stormont, Dundas and Glengarry that Mrs. Brenda Pamler from Alexandria will serve as the Township of North Glengarry’s representative on the SDG Accessibility Committee, replacing Mrs. Melissa Dubeau and Robert Berrigan from Alexandria will serve as alternate.

Or

Option 2 – Not recommended – That Council directs staff to propose another individual as North Glengarry’s representative on the SDG Accessibility Committee.

Financial Implications:

Attachments & Relevant Legislation:

Relevant Legislation - [Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, c. 11](#)

Others Consulted:

Sarah Huskinson – CAO Clerk

Reviewed and approved by:
Sarah Huskinson, CAO/Clerk

Accessibility for Ontarians with Disabilities Act, 2005

S.O. 2005, CHAPTER 11

Consolidation Period: From April 19, 2016 to the [e-Laws currency date](#).

Last amendment: 2016, c. 5, Sched. 1.

Legislative History: 2006, c. 32, Sched. C, s. 1; 2006, c. 35, Sched. C, s. 2; 2009, c. 33, Sched. 8, s. 1; 2016, c. 5, Sched. 1.

CONTENTS

PART I **INTERPRETATION**

- [1.](#) Purpose
- [2.](#) Definitions
- [3.](#) Recognition of existing legal obligations

PART II **APPLICATION**

- [4.](#) Application
- [5.](#) Crown bound

PART III **ACCESSIBILITY STANDARDS**

- [6.](#) Accessibility standards established by regulation
 - [7.](#) Process for development of standards
 - [8.](#) Standards development committees
 - [9.](#) Development of proposed standards
 - [10.](#) Proposed standards made public
 - [11.](#) Progress reports
 - [12.](#) Assistance for standards development committees
- [13.](#) Compliance with accessibility standard
 - [14.](#) Accessibility report
 - [15.](#) Certification of accessibility report
 - [16.](#) Review of director
 - [17.](#) Other reports and information

PART IV **INSPECTIONS**

- [18.](#) Inspectors
- [19.](#) Inspections without warrant
- [20.](#) Search warrant

PART V **DIRECTOR'S ORDERS AND ADMINISTRATIVE PENALTIES**

- [21.](#) Orders
- [22.](#) Notice of order
- [23.](#) Enforcement of administrative penalties
- [24.](#) No hearing required prior to order
- [25.](#) Order reviewed, etc.

PART VI **APPEALS TO TRIBUNAL**

- [26.](#) Designation of tribunals
- [27.](#) Appeals to Tribunal
- [28.](#) Mediation

PART VII **MUNICIPAL ACCESSIBILITY ADVISORY COMMITTEES**

- [29.](#) Accessibility advisory committees

PART VIII **ADMINISTRATION**

- [30.](#) Directors
- [31.](#) Accessibility Standards Advisory Council

[32.](#) Accessibility Directorate of Ontario

PART IX
INCENTIVE AGREEMENTS

[33.](#) Agreements

PART X
GENERAL

[34.](#) Delegation of Minister's powers

[35.](#) Document formats

[36.](#) Service

[37.](#) Offences

[38.](#) Conflict

[39.](#) Regulations

[40.](#) Annual report

[41.](#) Review of Act

PART I
INTERPRETATION

Purpose

1. Recognizing the history of discrimination against persons with disabilities in Ontario, the purpose of this Act is to benefit all Ontarians by,

- (a) developing, implementing and enforcing accessibility standards in order to achieve accessibility for Ontarians with disabilities with respect to goods, services, facilities, accommodation, employment, buildings, structures and premises on or before January 1, 2025; and
- (b) providing for the involvement of persons with disabilities, of the Government of Ontario and of representatives of industries and of various sectors of the economy in the development of the accessibility standards. 2005, c. 11, s. 1.

Definitions

2. In this Act,

“accessibility standard” means an accessibility standard made by regulation under section 6; (“norme d’accessibilité”)

“barrier” means anything that prevents a person with a disability from fully participating in all aspects of society because of his or her disability, including a physical barrier, an architectural barrier, an information or communications barrier, an attitudinal barrier, a technological barrier, a policy or a practice; (“obstacle”)

“director” means a director appointed under section 30; (“directeur”)

“disability” means,

- (a) any degree of physical disability, infirmity, malformation or disfigurement that is caused by bodily injury, birth defect or illness and, without limiting the generality of the foregoing, includes diabetes mellitus, epilepsy, a brain injury, any degree of paralysis, amputation, lack of physical co-ordination, blindness or visual impediment, deafness or hearing impediment, muteness or speech impediment, or physical reliance on a guide dog or other animal or on a wheelchair or other remedial appliance or device,
- (b) a condition of mental impairment or a developmental disability,
- (c) a learning disability, or a dysfunction in one or more of the processes involved in understanding or using symbols or spoken language,
- (d) a mental disorder, or
- (e) an injury or disability for which benefits were claimed or received under the insurance plan established under the *Workplace Safety and Insurance Act, 1997*; (“handicap”)

“Minister” means the Minister of Citizenship and Immigration or whatever other member of the Executive Council to whom the administration of this Act is assigned under the *Executive Council Act*; (“ministre”)

“organization” means any organization in the public or private sector and includes,

- (a) the Government of Ontario and any board, commission, authority or other agency of the Government of Ontario,
- (b) any agency, board, commission, authority, corporation or other entity established under an Act,
- (c) a municipality, an association, a partnership and a trade union, or
- (d) any other prescribed type of entity; (“organisation”)

“prescribed” means prescribed by regulation; (“prescrit”)

“regulations” means the regulations made under this Act, unless the context indicates or requires otherwise; (“règlements”)

“Tribunal” means, with respect to an appeal of an order made by a director under this Act, the tribunal designated by the Lieutenant Governor in Council under section 26 for the purposes of hearing that appeal. (“Tribunal”) 2005, c. 11, s. 2; 2009, c. 33, Sched. 8, s. 1.

Section Amendments with date in force (d/m/y)

2009, c. 33, Sched. 8, s. 1 - 15/12/2009

Recognition of existing legal obligations

3. Nothing in this Act or in the regulations diminishes in any way the legal obligations of the Government of Ontario or of any person or organization with respect to persons with disabilities that are imposed under any other Act or otherwise imposed by law. 2005, c. 11, s. 3.

PART II APPLICATION

Application

4. This Act applies to every person or organization in the public and private sectors of the Province of Ontario, including the Legislative Assembly of Ontario. 2005, c. 11, s. 4.

Crown bound

5. This Act binds the Crown. 2005, c. 11, s. 5.

PART III ACCESSIBILITY STANDARDS

ESTABLISHMENT OF STANDARDS

Accessibility standards established by regulation

6. (1) The Lieutenant Governor in Council may make regulations establishing accessibility standards. 2005, c. 11, s. 6 (1).

Application of standards

(2) An accessibility standard shall name or describe the persons or organizations to which it applies. 2005, c. 11, s. 6 (2).

Same

(3) An accessibility standard may apply only to a person or organization that,

- (a) provides goods, services or facilities;
- (b) employs persons in Ontario;
- (c) offers accommodation;
- (d) owns or occupies a building, structure or premises; or
- (e) is engaged in a prescribed business, activity or undertaking or meets such other requirements as may be prescribed. 2005, c. 11, s. 6 (3).

Same, Legislative Assembly

(4) An accessibility standard that applies to the Legislative Assembly may impose obligations on the Speaker of the Assembly and may apply with respect to all or part of the Legislative Building or of such other offices that fall within the jurisdiction of the Legislative Assembly and are identified in the accessibility standard. 2005, c. 11, s. 6 (4).

Several applicable standards

(5) A person or organization may be subject to more than one accessibility standard. 2005, c. 11, s. 6 (5).

Content of standards

- (6) An accessibility standard shall,
- (a) set out measures, policies, practices or other requirements for the identification and removal of barriers with respect to goods, services, facilities, accommodation, employment, buildings, structures, premises or such other things as may be prescribed, and for the prevention of the erection of such barriers; and
 - (b) require the persons or organizations named or described in the standard to implement those measures, policies, practices or other requirements within the time periods specified in the standard. 2005, c. 11, s. 6 (6).

Classes

(7) An accessibility standard may create different classes of persons or organizations or of buildings, structures or premises and, without limiting the generality of this power, may create classes with respect to any attribute, quality or characteristic or any combination of those items, including,

- (a) the number of persons employed by persons or organizations or their annual revenue;
- (b) the type of industry in which persons or organizations are engaged or the sector of the economy of which persons or organizations are a part;
- (c) the size of buildings, structures or premises. 2005, c. 11, s. 6 (7).

Same

(8) An accessibility standard may define a class to consist of one person or organization or to include or exclude a person or organization having the same or different attributes, qualities or characteristics. 2005, c. 11, s. 6 (8).

Scope

(9) An accessibility standard may be general or specific in its application and may be limited as to time and place. 2005, c. 11, s. 6 (9).

STANDARDS DEVELOPMENT PROCESS

Process for development of standards

7. The Minister is responsible for establishing and overseeing a process to develop and implement all accessibility standards necessary to achieving the purposes of this Act. 2005, c. 11, s. 7.

Standards development committees

8. (1) As part of the process referred to in section 7, the Minister shall establish standards development committees to develop proposed accessibility standards which shall be considered for adoption by regulation under section 6. 2005, c. 11, s. 8 (1).

Responsibility for specified industries, etc.

- (2) Each standards development committee is responsible for,
 - (a) developing proposed accessibility standards for such industries, sectors of the economy or classes of persons or organizations as the Minister may specify; and
 - (b) further defining the persons or organizations that are part of the industry, sector of the economy or class specified by the Minister under clause (a). 2005, c. 11, s. 8 (2).

Consultation with ministries

(3) Before establishing a standards development committee for a particular industry, sector of the economy or class of persons or organizations, the Minister shall consult with other ministers having responsibilities relating to that industry, sector or class of persons or organizations. 2005, c. 11, s. 8 (3).

Composition of standards development committee

(4) The Minister shall invite the following persons or entities to participate as members of a standards development committee:

- 1. Persons with disabilities or their representatives.
- 2. Representatives of the industries, sectors of the economy or classes of persons or organizations to which the accessibility standard is intended to apply.
- 3. Representatives of ministries that have responsibilities relating to the industries, sectors of the economy or classes of persons or organizations to which the accessibility standard is intended to apply.
- 4. Such other persons or organizations as the Minister may consider advisable. 2005, c. 11, s. 8 (4).

Participation of Council members

(5) The Minister may invite members of the Accessibility Standards Advisory Council to participate as members of a standards development committee. 2005, c. 11, s. 8 (5).

Terms of reference

(6) The Minister shall fix terms of reference for each standards development committee and shall establish in the terms of reference the deadlines that each committee must meet throughout the various stages of the standards development process. 2005, c. 11, s. 8 (6).

Committee members' allowance

- (7) The terms of reference may,
- (a) provide for the Minister to pay members of a standards development committee an allowance for attendance at committee meetings and a reimbursement for expenses incurred by members in an amount that the Minister determines; and
 - (b) specify the circumstances in which the allowance or reimbursement may be paid. 2005, c. 11, s. 8 (7).

Terms of reference made public

(8) After fixing the terms of reference under subsection (6), the Minister shall make the terms of reference available to the public by posting them on a government internet site and by such other means as the Minister considers advisable. 2005, c. 11, s. 8 (8).

Minutes of meetings

(9) A standards development committee shall keep minutes of every meeting it holds and shall make the minutes available to the public by posting them on a government internet site and by such other means as the terms of reference may provide. 2005, c. 11, s. 8 (9).

Development of proposed standards

9. (1) Each standards development committee shall develop proposed accessibility standards in accordance with the process set out in this section and with the terms of reference established by the Minister. 2005, c. 11, s. 9 (1).

Determination of long-term objectives

(2) Promptly after its establishment, each standards development committee shall determine the long-term accessibility objectives for the industry, sector of the economy or class of persons or organizations in relation to which the committee has responsibilities under subsection 8 (2), by identifying the measures, policies, practices and requirements that it believes should be implemented by the members of the industry, sector or class on or before January 1, 2025. 2005, c. 11, s. 9 (2).

Progressive implementation

(3) Each standards development committee shall determine an appropriate time-frame for the implementation of the measures, policies, practices and requirements identified under subsection (2) taking into account,

- (a) the range of disabilities that the measures, policies, practices and requirements are intended to address;
- (b) the nature of the barriers that the measures, policies, practices and requirements are intended to identify, remove and prevent;
- (c) any technical and economic considerations that may be associated with their implementation; and
- (d) any other consideration required under the committee's terms of reference. 2005, c. 11, s. 9 (3).

Time-frame

(4) The time-frame referred to in subsection (3) shall enable the measures, policies, practices and requirements identified under subsection (2) to be implemented in stages according to the following rules:

1. The standards development committee shall fix a target date for the implementation of the measures, policies, practices and requirements that the committee identifies for implementation at the first stage and the target date shall be no more than five years after the day the committee was established.
2. The standards development committee shall fix successive target dates for the implementation of the measures, policies, practices and requirements that the committee identifies for implementation at each of the following stages and each target date shall be no more than five years after the previous target date. 2005, c. 11, s. 9 (4).

Initial proposed standard

(5) Within the time period specified by the committee's terms of reference, each standards development committee shall prepare a proposed accessibility standard and submit it to the Minister for the purposes of making the proposed standard public and receiving comments in accordance with section 10. 2005, c. 11, s. 9 (5).

Finalizing initial proposed standard

(6) After considering the comments received under section 10, a standards development committee may make any changes it considers advisable to the proposed accessibility standard and provide the Minister with the proposed accessibility standard within the time period specified by the committee's terms of reference. 2005, c. 11, s. 9 (6).

Minister's response

(7) No later than 90 days after receiving a proposed accessibility standard under subsection (6), the Minister shall decide whether to recommend to the Lieutenant Governor in Council that the proposed standard be adopted by regulation under section 6 in whole, in part or with modifications. 2005, c. 11, s. 9 (7).

Same

(8) On making a decision under subsection (7), the Minister shall inform, in writing, the standards development committee that developed the proposed standard in question of his or her decision. 2005, c. 11, s. 9 (8).

Development of subsequent proposed standards

(9) Within five years after an accessibility standard is adopted by regulation or at such earlier time as the Minister may specify, the standards development committee responsible for the industry, sector of the economy or class of persons or organizations to which the standard applies shall,

- (a) re-examine the long-term accessibility objectives determined under subsection (2);
- (b) if required, revise the measures, policies, practices and requirements to be implemented on or before January 1, 2025 and the time-frame for their implementation;
- (c) develop another proposed accessibility standard containing such additions or modifications to the existing accessibility standard as the standards development committee deems advisable and submit it to the Minister for the purposes of making the proposed standard public and receiving comments in accordance with section 10; and
- (d) make such changes it considers advisable to the proposed accessibility standard developed under clause (c) based on the comments received under section 10 and provide the Minister with the subsequent proposed accessibility standard. 2005, c. 11, s. 9 (9).

Completion of process

(10) Subsection (9) applies with necessary modifications to the development of successive proposed accessibility standards until such time as all the measures, policies and practices and requirements identified under subsection (2) and by subsequent reviews under clause (9) (b) are adopted by regulation. 2005, c. 11, s. 9 (10).

Proposed standards made public

10. (1) Upon receiving a proposed accessibility standard from a standards development committee under subsection 9 (5) or clause 9 (9) (c), the Minister shall make it available to the public by posting it on a government internet site and by such other means as the Minister considers advisable. 2005, c. 11, s. 10 (1).

Comments

(2) Within 45 days after a proposed accessibility standard is made available to the public in accordance with subsection (1) or within such other period of time as may be specified by the Minister, any person may submit comments with respect to a proposed accessibility standard to the appropriate standards development committee. 2005, c. 11, s. 10 (2).

Extension of time for comments

(3) The Minister may extend the time period referred to in subsection (2) in order to accommodate a person with a disability or for any other reason that the Minister considers appropriate. 2016, c. 5, Sched. 1, s. 1.

Section Amendments with date in force (d/m/y)

2016, c. 5, Sched. 1, s. 1 - 19/04/2016

Progress reports

11. (1) Each standards development committee shall provide the Minister with periodic reports on the progress of the preparation of the proposed standard as specified in the committee's terms of reference or as may be required by the Minister from time to time. 2005, c. 11, s. 11 (1).

Progress reports made public

(2) Upon receiving a report under subsection (1), the Minister shall make it available to the public by posting it on a government internet site and by such other means as the Minister considers advisable. 2005, c. 11, s. 11 (2).

Assistance for standards development committees

12. The Minister may retain, appoint or request experts to provide advice to a standards development committee. 2005, c. 11, s. 12.

COMPLIANCE WITH STANDARDS AND REVIEW OF REPORTS

Compliance with accessibility standard

13. A person or organization to whom an accessibility standard applies shall comply with the standard within the time period set out in the standard. 2005, c. 11, s. 13.

Accessibility report

14. (1) A person or organization to whom an accessibility standard applies shall file an accessibility report with a director annually or at such other times as the director may specify. 2005, c. 11, s. 14 (1).

Report available to public

(2) A person or organization shall make an accessibility report filed under subsection (1) available to the public. 2005, c. 11, s. 14 (2).

Form

(3) An accessibility report shall be in the form approved by the Minister and the Minister may require that the report or a part of the report be provided electronically in a format approved by the Minister. 2005, c. 11, s. 14 (3).

Content

(4) An accessibility report shall contain such information as may be prescribed. 2005, c. 11, s. 14 (4).

Certification of accessibility report

15. (1) An accessibility report shall include a statement certifying that all the information required to be provided in the report under this Act has been provided and that the information is accurate and the statement shall be signed,

- (a) if the person preparing the report is an individual, by the individual; and
- (b) in all other cases, by a director, a senior officer or other responsible person with authority to bind the organization. 2005, c. 11, s. 15 (1).

Electronic signature

(2) If an accessibility report is filed in an electronic format approved by the Minister, the requirement that a person sign the report under subsection (1) shall be met if he or she provides an electronic signature. 2005, c. 11, s. 15 (2).

Definition

(3) In subsection (2),

“electronic signature” means a personal identification number (PIN), password, biometric information or any other electronic information that a person creates or adopts to be used in the place of his or her signature to authenticate his or her identity and that is in, attached to or associated with an accessibility report. 2005, c. 11, s. 15 (3).

Review of director

16. A director may review an accessibility report filed under section 14 to determine whether it complies with the regulations and whether the person or organization who submitted the report has complied with all applicable accessibility standards. 2005, c. 11, s. 16.

Other reports and information

17. At the request of a director, a person or organization shall provide the director with reports or information relating to the compliance of the person or organization with the accessibility standards. 2005, c. 11, s. 17.

PART IV INSPECTIONS

Inspectors

18. (1) The Deputy Minister shall appoint one or more inspectors for the purposes of this Act and the regulations within a reasonable time after the first accessibility standard is established under section 6. 2005, c. 11, s. 18 (1).

Certificate of appointment

(2) The Deputy Minister shall issue to every inspector a certificate of appointment bearing his or her signature or a facsimile of his or her signature. 2005, c. 11, s. 18 (2).

Production of certificate

(3) An inspector carrying out an inspection under section 19 shall produce his or her certificate of appointment upon request. 2005, c. 11, s. 18 (3).

Inspections without warrant

19. (1) An inspector may carry out an inspection under this Act for the purpose of determining whether this Act and the regulations are being complied with. 2005, c. 11, s. 19 (1).

Entry

(2) In the course of carrying out an inspection, an inspector may, without warrant, enter any lands or any building, structure or premises where the inspector has reason to believe there may be documents or things relevant to the inspection. 2005, c. 11, s. 19 (2).

Time of entry

(3) The power to enter and inspect a place without a warrant may be exercised only during the place's regular business hours or, if it does not have regular business hours, during daylight hours. 2005, c. 11, s. 19 (3).

Dwellings

(4) An inspector shall not enter into a place or part of a place that is a dwelling without the consent of the occupant. 2005, c. 11, s. 19 (4).

Powers

- (5) Upon entering a place under subsection (2), an inspector may,
- (a) require any person in the place to produce any document, record or thing that is relevant to the inspection;
 - (b) upon giving a receipt for it, remove any document, record or thing that is relevant to the inspection for the purposes of making copies or extracts;
 - (c) question any person present in the place on matters relevant to the inspection;
 - (d) use any data storage, processing or retrieval device or system used in carrying on business in the place in order to produce a document or record in readable form. 2005, c. 11, s. 19 (5).

Written demand

(6) A demand that a document, record or thing be produced for inspection must be in writing and must include a statement of the nature of the document, record or thing required. 2005, c. 11, s. 19 (6).

Assistance

(7) An inspector may be accompanied by any person who has special, expert or professional knowledge and who may be of assistance in carrying out the inspection. 2005, c. 11, s. 19 (7).

Use of force prohibited

(8) An inspector shall not use force to enter and inspect premises under this section. 2005, c. 11, s. 19 (8).

Obligation to produce and assist

(9) A person who is required to produce a document, record or thing under clause (5) (a) shall produce it and shall, on request by the inspector, provide any assistance that is reasonably necessary, including assistance in using any data storage, processing or retrieval device or system, to produce a document or record in readable form. 2005, c. 11, s. 19 (9).

Return of removed things

- (10) An inspector who removes any document, record or thing from a place under clause (5) (b) shall,
- (a) make it available to the person from whom it was removed, on request, at a time and place convenient for both the person and the inspector; and
 - (b) return it to the person being inspected within a reasonable time. 2005, c. 11, s. 19 (10).

Admissibility of copies

(11) A copy of a document or record certified by an inspector to be a true copy of the original is admissible in evidence to the same extent as the original and has the same evidentiary value. 2005, c. 11, s. 19 (11).

Search warrant

20. (1) Upon application made without notice by an inspector appointed under this Act, a justice of the peace may issue a warrant, if he or she is satisfied on information under oath or affirmation that there is reasonable ground for believing that,

- (a) a person has contravened or is contravening this Act or the regulations; and
- (b) there are in any building, dwelling, receptacle or place any documents, records or other things relating to a contravention of this Act or the regulations. 2005, c. 11, s. 20 (1).

Powers

(2) A warrant obtained under subsection (1) may authorize an inspector named in the warrant, upon producing his or her appointment,

- (a) to enter any place specified in the warrant, including a dwelling; and

(b) to do any of the things specified in the warrant. 2005, c. 11, s. 20 (2).

Conditions on search warrant

(3) A warrant obtained under subsection (1) shall contain such conditions as the justice of the peace considers advisable to ensure that any search authorized by the warrant is reasonable in the circumstances. 2005, c. 11, s. 20 (3).

Expert help

(4) The warrant may authorize persons who have special, expert or professional knowledge to accompany and assist the inspector in respect of the execution of the warrant. 2005, c. 11, s. 20 (4).

Time of execution

(5) An entry under a warrant issued under this section shall be made between 6 a.m. and 9 p.m., unless the warrant specifies otherwise. 2005, c. 11, s. 20 (5).

Expiry of warrant

(6) A warrant issued under this section shall name a date of expiry, which shall be no later than 30 days after the warrant is issued, but a justice of the peace may extend the date of expiry for an additional period of no more than 30 days, upon application without notice by the inspector named in the warrant. 2005, c. 11, s. 20 (6).

Use of force

(7) The inspector named in the warrant may call upon police officers for assistance in executing the warrant and the inspector may use whatever force is reasonably necessary to execute the warrant. 2005, c. 11, s. 20 (7).

Obstruction prohibited

- (8) No person shall,
- (a) obstruct an inspector carrying out an inspection under a warrant issued under this section;
 - (b) refuse to answer questions on matters relevant to the inspection;
 - (c) provide the inspector with information on matters relevant to the inspection that the person knows to be false or misleading; or
 - (d) withhold from the inspector any information that is relevant to the inspection. 2005, c. 11, s. 20 (8).

Application

(9) Subsections 19 (9), (10) and (11) apply with necessary modifications to an inspection carried out pursuant to a warrant issued under this section. 2005, c. 11, s. 20 (9).

**PART V
DIRECTOR'S ORDERS AND ADMINISTRATIVE PENALTIES**

Orders

Determination of applicable standard

21. (1) For the purposes of determining whether an accessibility standard applies to a person or organization, a director may order that,

- (a) the person or organization be treated as being part of a particular industry, sector of the economy or class of persons or organizations; and
- (b) two or more persons or organizations be treated as one person or organization. 2005, c. 11, s. 21 (1).

Same

(2) One of the circumstances in which a director may make an order under subsection (1) is where a person or organization has organized his, her or its businesses, activities or undertakings in a particular manner and the intent or effect of doing so is to permit the person or organization not to comply with a particular accessibility standard or to otherwise defeat the purposes of this Act. 2005, c. 11, s. 21 (2).

Compliance order, reporting requirements

(3) If a director concludes that a person or organization has contravened section 14 or 17, the director may, by order, require the person or organization to do any or all of the following:

- 1. File an accessibility report that complies with the requirements under this Act within the time specified in the order, subject to subsection (4.1).
- 2. Provide the director with such reports or information as may be required under section 17 within the time specified in the order, subject to subsection (4.1).

3. Subject to subsection (6), pay an administrative penalty in accordance with the regulations. 2005, c. 11, s. 21 (3); 2016, c. 5, Sched. 1, s. 2 (1).

Same, standards and regulations

(4) If a director concludes that a person or organization has contravened a provision of an accessibility standard or of any other regulation, the director may, by order, require the person or organization to do either or both of the following:

1. Comply with the accessibility standard or other regulation within the time specified in the order, subject to subsection (4.1).
2. Subject to subsection (6), pay an administrative penalty in accordance with the regulations. 2005, c. 11, s. 21 (4); 2016, c. 5, Sched. 1, s. 2 (1).

Extension of time for compliance

(4.1) The director who made an order under subsection (3) or (4), as the case may be, may extend the time period referred to in paragraph 1 or 2 of subsection (3) or paragraph 1 of subsection (4) in order to accommodate a person with a disability or for any other reason that the director considers appropriate. 2016, c. 5, Sched. 1, s. 2 (2).

Failure to comply with previous order

(5) If a person or organization fails to comply with an order made under subsection (3) or (4) within the time specified in the order and no appeal of the order is made within the time specified in subsection 27 (1), a director may, subject to subsection (6), make an order requiring the person or organization to pay an administrative penalty in accordance with the regulations. 2005, c. 11, s. 21 (5).

Administrative penalties

(6) An administrative penalty may be ordered under this section for one or more of the following purposes:

1. To encourage compliance with this Act or with an order made under this Act.
2. To prevent a person or organization from deriving, directly or indirectly, any economic benefit as a result of a contravention of this Act or the regulations.
3. To recover the costs of enforcing this Act and the regulations against the person or organization that is required to pay the administrative penalty. 2005, c. 11, s. 21 (6).

Content of order

(7) An order under this section shall,

- (a) in the case of an order under subsection (1), inform the person or organization of the nature of the order and of the reasons for the order;
- (b) in the case of an order under subsections (3), (4) and (5),
 - (i) contain a description of the contravention to which the order relates and, in the case of an order under subsection (5), identify the previous order to which that order relates,
 - (ii) inform the person or organization of what must be done in order to comply with the order, and
 - (iii) specify the time within which the person or organization must comply with the order; and
- (c) inform the person or organization of the right to appeal the order to the Tribunal under section 27. 2005, c. 11, s. 21 (7); 2016, c. 5, Sched. 1, s. 2 (3).

Section Amendments with date in force (d/m/y)

2016, c. 5, Sched. 1, s. 2 (1-3) - 19/04/2016

Notice of order

22. (1) A director shall not make an order under section 21 unless, before doing so, he or she gives notice of the order to the person or organization that is the subject of the proposed order and gives the person or organization an opportunity to make submissions with respect to the proposed order in accordance with this section. 2005, c. 11, s. 22 (1).

Content of notice

- (2) The notice shall inform the person or organization,
 - (a) of the nature of the order that the director proposes to make;
 - (b) of the steps that the person or organization must take in order to comply with the order;
 - (c) of the right of the person or organization to make written submissions to the director explaining the alleged failure to comply; and

(d) of the time within which the submissions must be made. 2005, c. 11, s. 22 (2).

Written submissions

(3) The person or organization that receives notice under this section may make written submissions to the director to explain any alleged contravention of section 14 or 17, of an accessibility standard or of any other regulation within 30 days of the day notice is received or within the further time that is specified in the notice or that the director specifies in order to accommodate a person with a disability or for any other reason that the director considers appropriate. 2005, c. 11, s. 22 (3); 2016, c. 5, Sched. 1, s. 3.

Section Amendments with date in force (d/m/y)

2016, c. 5, Sched. 1, s. 3 - 19/04/2016

Enforcement of administrative penalties

23. (1) If a person or organization fails to comply with an order to pay an administrative penalty within the time specified in the order and no appeal of the order is made within the time specified in subsection 27 (1), the order may be filed with a local registrar of the Superior Court of Justice and may be enforced as if it were an order of the court. 2005, c. 11, s. 23 (1).

Same

(2) Section 129 of the *Courts of Justice Act* applies in respect of an order filed with the Superior Court of Justice under subsection (1) and, for the purpose, the date on which the order is filed shall be deemed to be the date of the order. 2005, c. 11, s. 23 (2).

Failure to pay after appeal

(3) Subsections (1) and (2) apply with necessary modifications to an order of the Tribunal requiring a person or organization to pay an administrative penalty. 2005, c. 11, s. 23 (3).

Stay where appeal

(4) If a person or organization gives notice of appeal of an order to pay an administrative penalty within the time specified in subsection 27 (1), the requirement to pay is stayed until the disposition of the appeal. 2005, c. 11, s. 23 (4).

No hearing required prior to order

24. A director is not required to hold a hearing or to afford a person or organization an opportunity for a hearing before making an order under section 21. 2005, c. 11, s. 24.

Order reviewed, etc.

25. (1) Within a reasonable time after making an order under section 21, a director may review the order and vary or rescind it. 2005, c. 11, s. 25.

Extension of time for review

(2) The director who made an order under section 21 may extend the time referred to in subsection (1) if the director is of the opinion that doing so is necessary in order to accommodate a person with a disability or advisable for any other reason that the director considers appropriate. 2016, c. 5, Sched. 1, s. 4.

Section Amendments with date in force (d/m/y)

2016, c. 5, Sched. 1, s. 4 - 19/04/2016

PART VI APPEALS TO TRIBUNAL

Designation of tribunals

26. (1) The Lieutenant Governor in Council shall, by regulation, designate one or more tribunals for the purposes of this Act and of the regulations within a reasonable time after the first accessibility standard is established under section 6. 2005, c. 11, s. 26 (1).

Responsibility of tribunals

(2) Each tribunal designated under subsection (1) shall be responsible for hearing such matters arising under this Act as are specified in the designation. 2005, c. 11, s. 26 (2).

Powers and duties

(3) A tribunal designated under subsection (1) may exercise such powers and shall perform such duties as are conferred or imposed upon it by or under this Act. 2005, c. 11, s. 26 (3).

Appeals to Tribunal

27. (1) A person or organization that is the subject of an order made by a director under section 21, 25 or subsection 33 (8) may appeal the order by filing a notice of appeal with the Tribunal within 15 days after the day the order is made. 2005, c. 11, s. 27 (1).

Extension of time by Tribunal

(1.1) The Tribunal may extend the time period specified in subsection (1) for appealing an order made under section 21 or 25 or subsection 33 (8) in order to accommodate a person with a disability or for any other reason that the Tribunal considers appropriate. 2016, c. 5, Sched. 1, s. 5.

Notice of appeal

(2) A notice of appeal shall be in a form approved by the Tribunal and shall contain the information required by the Tribunal. 2005, c. 11, s. 27 (2).

Filing fee

(3) A person or organization that appeals an order to the Tribunal shall pay the prescribed filing fee. 2005, c. 11, s. 27 (3).

Hearing

(4) The Tribunal shall hold a written hearing with respect to an appeal under subsection (1) unless a party satisfies the Tribunal that there is good reason to hear oral submissions. 2005, c. 11, s. 27 (4).

Panels

(5) Despite the requirement of any other Act, the chair of the Tribunal may appoint a panel of one or more persons to hold hearings under this Act in the place of the full Tribunal and the panel has all the powers and duties of the Tribunal under this Act. 2005, c. 11, s. 27 (5).

Parties to appeal

- (6) The parties to an appeal to the Tribunal are,
- (a) the person or organization that made the appeal to the Tribunal;
 - (b) the director who made the order; and
 - (c) any other person or organization that the Tribunal considers necessary for the proper conduct of the hearing. 2005, c. 11, s. 27 (6).

Order of Tribunal

(7) After holding a hearing into the matter, the Tribunal may confirm, vary or rescind an order of the director. 2005, c. 11, s. 27 (7).

Section Amendments with date in force (d/m/y)

2016, c. 5, Sched. 1, s. 5 - 19/04/2016

Mediation

28. The Tribunal may attempt to effect a settlement of all or part of the matters that are the subject of an appeal by mediation if,

- (a) the parties consent to the mediation; and
- (b) the Tribunal considers that it is in the public interest to do so. 2005, c. 11, s. 28.

PART VII MUNICIPAL ACCESSIBILITY ADVISORY COMMITTEES

Accessibility advisory committees

29. (1) The council of every municipality having a population of not less than 10,000 shall establish an accessibility advisory committee or continue any such committee that was established before the day this section comes into force. 2005, c. 11, s. 29 (1).

Small municipalities

(2) The council of every municipality having a population of less than 10,000 may establish an accessibility advisory committee or continue any such committee that was established before the day this section comes into force. 2005, c. 11, s. 29 (2).

Members

(3) A majority of the members of the committee shall be persons with disabilities. 2005, c. 11, s. 29 (3).

Duties of committee

- (4) The committee shall,
 - (a) advise the council about the requirements and implementation of accessibility standards and the preparation of accessibility reports and such other matters for which the council may seek its advice under subsection (5);
 - (b) review in a timely manner the site plans and drawings described in section 41 of the *Planning Act* that the committee selects; and
 - (c) perform all other functions that are specified in the regulations. 2005, c. 11, s. 29 (4).

Duty of council

- (5) The council shall seek advice from the committee on the accessibility for persons with disabilities to a building, structure or premises, or part of a building, structure or premises,
 - (a) that the council purchases, constructs or significantly renovates;
 - (b) for which the council enters into a new lease; or
 - (c) that a person provides as municipal capital facilities under an agreement entered into with the council in accordance with section 110 of the *Municipal Act, 2001* or section 252 of the *City of Toronto Act, 2006*. 2005, c. 11, s. 29 (5); 2006, c. 32, Sched. C, s. 1.

Supplying site plans

- (6) When the committee selects site plans and drawings described in section 41 of the *Planning Act* to review, the council shall supply them to the committee in a timely manner for the purpose of the review. 2005, c. 11, s. 29 (6).

Joint committees

- (7) Two or more municipalities may, instead of each establishing their own accessibility advisory committee, establish a joint accessibility advisory committee. 2005, c. 11, s. 29 (7).

Application

- (8) Subsections (3) to (6) apply with necessary modifications to a joint accessibility advisory committee. 2005, c. 11, s. 29 (8).

Section Amendments with date in force (d/m/y)

2006, c. 32, Sched. C, s. 1 - 01/01/2007

PART VIII ADMINISTRATION

Directors

- 30. (1) The Deputy Minister shall appoint one or more directors for the purposes of this Act and the regulations. 2005, c. 11, s. 30 (1).

Responsibility

- (2) A director is responsible for the application of all or any part of this Act and of the regulations with respect to any class of persons or organizations specified in the director's appointment. 2005, c. 11, s. 30 (2).

Powers and duties

- (3) A director shall perform such duties and exercise such powers as may be specified in this Act or the regulations, subject to such conditions and restrictions as may be set out in the appointment. 2005, c. 11, s. 30 (3).

Delegation

- (4) A director may, in writing, authorize any person to exercise any power or perform any duty of the director, subject to such conditions and restrictions as may be set out in the authorization. 2005, c. 11, s. 30 (4).

Same

- (5) An authorization under subsection (4) may authorize an inspector appointed under this Act and named in the authorization to make orders under subsections 21 (3), (4) and (5). 2005, c. 11, s. 30 (5).

No liability

- (6) No action or other proceeding for damages shall be instituted against a director or a person authorized to exercise a power of a director under subsection (4) for any act done in good faith in the execution or intended execution of the person's power or duty or for any alleged neglect or default in the execution in good faith of the person's power or duty. 2005, c. 11, s. 30 (6).

Accessibility Standards Advisory Council

31. (1) The Minister shall establish a council to be known in English as the Accessibility Standards Advisory Council and in French as Conseil consultatif des normes d'accessibilité. 2005, c. 11, s. 31 (1).

Members

(2) A majority of the members of the Council shall be persons with disabilities. 2005, c. 11, s. 31 (2).

Remuneration and expenses

(3) The Minister may pay the members of the Council the remuneration and the reimbursement for expenses that the Lieutenant Governor in Council determines. 2005, c. 11, s. 31 (3).

Duties

- (4) At the direction of the Minister, the Council shall advise the Minister on,
- (a) the process for the development of accessibility standards and the progress made by standards development committees in the development of proposed accessibility standards and in achieving the purposes of this Act;
 - (b) accessibility reports prepared under this Act;
 - (c) programs of public information related to this Act; and
 - (d) all other matters related to the subject-matter of this Act that the Minister directs. 2005, c. 11, s. 31 (4).

Public consultation

(5) At the direction of the Minister, the Council shall hold public consultations in relation to the matters referred to in subsection (4). 2005, c. 11, s. 31 (5).

Reports

(6) The Council shall give the Minister such reports as the Minister may request. 2005, c. 11, s. 31 (6).

Accessibility Directorate of Ontario

32. (1) The directorate known in English as the Accessibility Directorate of Ontario and in French as Direction générale de l'accessibilité pour l'Ontario is continued. 2005, c. 11, s. 32 (1).

Employees

(2) Such employees as are necessary for the proper conduct of the Directorate's work may be appointed under Part III of the *Public Service of Ontario Act, 2006*. 2005, c. 11, s. 32 (2); 2006, c. 35, Sched. C, s. 2.

Functions of Directorate

- (3) At the direction of the Minister, the Directorate shall,
- (a) advise the Minister with respect to the establishment and composition of standards development committees and with respect to the standards development process established under section 9;
 - (b) prepare training material for members of the standards development committees and guidelines and other reference material that may be used in preparing proposed accessibility standards;
 - (c) advise the Minister as to the form and content of accessibility reports and as to the method of reviewing the reports and enforcing the accessibility standards;
 - (d) consult with persons and organizations required to prepare accessibility reports under this Act on the preparation of their reports;
 - (e) conduct research and develop and conduct programs of public education on the purpose and implementation of this Act;
 - (f) consult with organizations, including schools, school boards, colleges, universities, trade or occupational associations and self-governing professions, on the provision of information and training respecting accessibility within such organizations;
 - (g) inform persons and organizations that may be subject to an accessibility standard at a future date of preliminary measures, policies or practices that they could implement before the accessibility standard comes into force in order to ensure that the goods, services, facilities, accommodation and employment they provide, and the buildings, structures and premises they own or occupy, are more accessible to persons with disabilities;
 - (h) examine and review accessibility standards and advise the Minister with respect to their implementation and effectiveness;
 - (i) support the Accessibility Standards Advisory Council and consult with it;

- (j) examine and review Acts and regulations and any programs or policies established by Acts or regulations and make recommendations to the Minister for amending them or adopting, making or establishing new Acts, regulations, programs or policies to improve opportunities for persons with disabilities; and
- (k) carry out all other duties related to the subject-matter of this Act that the Minister determines. 2005, c. 11, s. 32 (3).

Section Amendments with date in force (d/m/y)

2006, c. 35, Sched. C, s. 2 - 20/08/2007

**PART IX
INCENTIVE AGREEMENTS**

Agreements

33. (1) If the Minister believes it is in the public interest to do so, the Minister may enter into agreements under this section with any person or organization required under this Act to comply with an accessibility standard, in order to encourage and provide incentives for such persons or organizations to exceed one or more of the requirements of the accessibility standards. 2005, c. 11, s. 33 (1).

Content of agreements

(2) A person or organization who enters into an agreement with the Minister under this section shall undertake to exceed one or more of the requirements of an accessibility standard applicable to that person or organization and to meet such additional requirements as may be specified in the agreement, within the time period specified in the agreement, in relation to accessibility with respect to,

- (a) goods, services and facilities provided by the person or organization;
- (b) accommodation provided by the person or organization;
- (c) employment provided by the person or organization; and
- (d) buildings, structures or premises owned or occupied by the person or organization. 2005, c. 11, s. 33 (2).

Exemptions and other benefits

(3) In consideration for the undertaking referred to in subsection (2), the Minister may, in an agreement under this section, grant such benefits as may be specified in the agreement to the person or organization who gave the undertaking and may exempt the person or organization from,

- (a) the requirement of filing an accessibility report under section 14 or such part of the report as may be specified in the agreement; and
- (b) any obligation to file or submit information, documents or reports to a director or to the Minister that is required by regulation and referred to in the agreement. 2005, c. 11, s. 33 (3).

Same

(4) An exemption under subsection (3) may be granted for the period of time specified in the agreement. 2005, c. 11, s. 33 (4).

Other reporting requirements

(5) An agreement made under this section may specify such reporting requirements as may be agreed to by the parties instead of those required by this Act or the regulations. 2005, c. 11, s. 33 (5).

Enforcement of agreement

(6) The Minister may appoint an inspector for the purposes of determining whether the person or organization has failed to comply with the accessibility requirements of the agreement. 2005, c. 11, s. 33 (6).

Application

(7) Sections 18, 19 and 20 apply with necessary modifications to an inspection carried out for the purposes of determining whether a person or organization has failed to comply with the accessibility requirements of an agreement entered into under this section. 2005, c. 11, s. 33 (7).

Director's order

(8) A director who concludes that a person or organization has failed to comply with the accessibility requirements of an agreement entered into under this section may, by order, require a person or organization to do either or both of the following:

1. Comply with the requirements of the agreement within the time period specified in the order, subject to subsection (8.1).

2. Pay an administrative penalty in accordance with the regulations. 2005, c. 11, s. 33 (8); 2016, c. 5, Sched. 1, s. 6 (1).

Extension of time for compliance

(8.1) The director who made an order under subsection (8) may extend the time period referred to in paragraph 1 of that subsection in order to accommodate a person with a disability or for any other reason that the director considers appropriate. 2016, c. 5, Sched. 1, s. 6 (2).

Application

(9) Subsections 21 (5), (6) and (7) and sections 22, 23, 24 and 25 apply with necessary modifications to an order made under subsection (8). 2005, c. 11, s. 33 (9).

Alternative remedy

(10) Nothing in this section affects any remedy available at law to the Minister for breach of the agreement. 2005, c. 11, s. 33 (10).

Section Amendments with date in force (d/m/y)

2016, c. 5, Sched. 1, s. 6 (1, 2) - 19/04/2016

**PART X
GENERAL**

Delegation of Minister's powers

34. The Minister may delegate any of his or her powers under this Act to a director, whether or not the director is an employee of the Ministry, or to such employees of the Ministry as may be named in the delegation. 2005, c. 11, s. 34.

Document formats

35. (1) Despite any requirement in this Act that a notice, order or other document given or made by the Minister, a director or the Tribunal be in writing, if a request is made by or on behalf of a person with disabilities that the notice, order or document be provided in a format that is accessible to that person, the notice, order or document shall be provided in such a format. 2005, c. 11, s. 35 (1).

Same

(2) A notice, order or other document provided to a person with disabilities under subsection (1) shall be provided within a reasonable time after the request is made. 2005, c. 11, s. 35 (2).

Acceptance of accessible documents

(3) A person with a disability who is required under this Act to provide a notice or other document is entitled to do so in a format that is accessible to the person. 2016, c. 5, Sched. 1, s. 7.

Section Amendments with date in force (d/m/y)

2016, c. 5, Sched. 1, s. 7 - 19/04/2016

Service

36. (1) Any notice given under section 22 or 33 and any order made under section 21, 25, 27 or 33 shall be given or served only,

- (a) by personal delivery;
- (b) by a method of delivery by mail that permits the delivery to be verified; or
- (c) by telephonic transmission of a facsimile of the document or by electronic mail if the person is equipped to receive such transmissions or mail. 2005, c. 11, s. 36 (1).

Personal delivery to various entities

- (2) Service by personal delivery of a notice or order referred to in subsection (1) shall be delivered,
 - (a) in the case of service on a municipal corporation, to the mayor, warden, reeve or other chief officer of the municipality or to the clerk of the municipality;
 - (b) in the case of service on a corporation other than a municipal corporation, to a director or officer of the corporation or to a manager, secretary or other person apparently in charge of a branch office of the corporation;
 - (c) in the case of service on a partnership, to a partner or person apparently in charge of an office of the partnership; and
 - (d) in the case of service on any other organization, to a person apparently in charge of an office or of any place at which the organization carries on business. 2005, c. 11, s. 36 (2).

Deemed service

(3) If service is made by mail, the service shall be deemed to be made on the fifth day after the day of mailing unless the person on whom service is being made establishes that the person did not, acting in good faith, through absence, accident, illness or other cause beyond the person's control, receive the notice or order until a later date. 2005, c. 11, s. 36 (3).

Same

(4) A document that is served by a means described in clause (1) (c) on a Saturday, Sunday or a public holiday or on any other day after 5 p.m. shall be deemed to have been served on the next day that is not a Saturday, Sunday or public holiday. 2005, c. 11, s. 36 (4).

Exception

(5) Despite subsection (1), the Tribunal may order any other method of service it considers appropriate in the circumstances. 2005, c. 11, s. 36 (5).

Offences

37. (1) A person is guilty of an offence who,

- (a) furnishes false or misleading information in an accessibility report filed with a director under this Act or otherwise provides a director with false or misleading information;
- (b) fails to comply with any order made by a director or the Tribunal under this Act; or
- (c) contravenes subsection 20 (8) or subsection (2). 2005, c. 11, s. 37 (1).

Same, intimidation

(2) No person shall intimidate, coerce, penalize or discriminate against another person because that person,

- (a) has sought or is seeking the enforcement of this Act or of a director's order made under this Act;
- (b) has co-operated or may co-operate with inspectors; or
- (c) has provided, or may provide, information in the course of an inspection or proceeding under this Act. 2005, c. 11, s. 37 (2).

Penalties

(3) Every person who is guilty of an offence under this Act is liable on conviction,

- (a) to a fine of not more than \$50,000 for each day or part of a day on which the offence occurs or continues to occur; or
- (b) if the person is a corporation, to a fine of not more than \$100,000 for each day or part of a day on which the offence occurs or continues to occur. 2005, c. 11, s. 37 (3).

Duty of director or officer

(4) Every director or officer of a corporation has a duty to take all reasonable care to prevent the corporation from committing an offence under this section. 2005, c. 11, s. 37 (4).

Offence

(5) Every director or officer of a corporation who has a duty under subsection (4) and who fails to carry out that duty is guilty of an offence and on conviction is liable to a fine of not more than \$50,000 for each day or part of a day on which the offence occurs or continues to occur. 2005, c. 11, s. 37 (5).

Conflict

38. If a provision of this Act, of an accessibility standard or of any other regulation conflicts with a provision of any other Act or regulation, the provision that provides the highest level of accessibility for persons with disabilities with respect to goods, services, facilities, employment, accommodation, buildings, structures or premises shall prevail. 2005, c. 11, s. 38.

Regulations

39. (1) The Lieutenant Governor in Council may make regulations,

- (a) governing the time-frames for the development of proposed accessibility standards by standards development committees established under section 8, for the implementation of accessibility standards and for the review of those standards and providing different time-frames for different accessibility standards relating to different industries, sectors of the economy or classes of persons or organizations;
- (b) governing reports or information to be provided to a director for the purposes of this Act and requiring persons or organizations to provide such information;
- (c) governing accessibility reports, including the preparation of such reports;
- (d) respecting the manner in which accessibility reports shall be made available to the public and requiring persons and organizations to make the reports available in a prescribed manner;

- (e) prescribing the times at which accessibility reports shall be filed with a director, including prescribing different times for different classes of persons and organizations;
- (f) prescribing the information to be included in accessibility reports, including prescribing different information to be included in reports prepared by different classes of persons and organizations;
- (g) governing the appointment and qualifications of inspectors appointed under section 18;
- (h) governing director's orders made under Part V of this Act;
- (i) governing the administrative penalties that a director may require a person or organization to pay under this Act and all matters necessary and incidental to the administration of a system of administrative penalties under this Act;
- (j) designating one or more tribunals for the purposes of this Act and respecting the matters that may be heard by each designated tribunal;
- (k) prescribing the filing fee for filing an appeal to the Tribunal and respecting the payment of the fee including prescribing the person or entity to which the fee shall be paid;
- (l) governing mediations conducted by the Tribunal under section 28 including prescribing any fees relating to the mediation process and requiring persons to pay the fees;
- (m) specifying additional functions of municipal accessibility advisory committees for the purposes of clause 29 (4) (c);
- (n) respecting what constitutes a significant renovation for the purposes of clause 29 (5) (a) and what constitutes a new lease for the purposes of clause 29 (5) (b);
- (o) respecting the powers of a director;
- (p) governing agreements made under section 33;
- (q) defining the terms "accessibility", "accommodation" and "services" for the purposes of this Act and of the regulations;
- (r) exempting any person or organization or class thereof or any building, structure or premises or class thereof from the application of any provision of this Act or the regulations;
- (s) prescribing or respecting any matter that this Act refers to as a matter that the regulations may prescribe, specify, designate, set or otherwise deal with;
- (t) respecting any transitional matters necessary for the effective implementation of this Act and the regulations;
- (u) respecting any matter necessary to the enforcement and administration of this Act. 2005, c. 11, s. 39 (1).

Administrative penalties

- (2) A regulation under clause (1) (i) may,
 - (a) prescribe the amount of an administrative penalty or provide for the determination of the amount of the penalty by prescribing the method of calculating the amount and the criteria to be considered in determining the amount;
 - (b) provide for different amounts to be paid, or different calculations or criteria to be used, depending on the circumstances that gave rise to the administrative penalty or the time at which the penalty is paid;
 - (c) provide for the payment of lump sum amounts and of daily amounts, prescribe the circumstances in which either or both types of amounts may be required;
 - (d) prescribe the maximum amount that a person or organization may be required to pay, whether a lump-sum amount or a daily amount, and, in the case of a daily amount, prescribe the maximum number of days for which a daily amount may be payable;
 - (e) specify types of contraventions or circumstances in respect of which an administrative penalty may not be ordered;
 - (f) prescribe circumstances in which a person or organization is not required to pay an administrative penalty ordered under this Act;
 - (g) provide for the form and content of an order requiring payment of an administrative penalty and prescribe information to be included in the order;
 - (h) provide for the payment of administrative penalties, prescribe the person or entity to which the penalty is to be paid and provide for the investment of money received from administrative penalties, including the establishment of a special fund, and the use of such money and interest earned thereon;
 - (i) prescribe procedures relating to administrative penalties. 2005, c. 11, s. 39 (2).

Exemptions

(3) A regulation under clause (1) (r) shall state the reasons for exempting the persons, organizations, buildings, structures or premises or classes thereof, described in the regulation, from the application of the provisions specified in the regulation. 2005, c. 11, s. 39 (3).

Draft regulation made public

(4) The Lieutenant Governor in Council shall not make a regulation under subsection (1) unless a draft of the regulation is made available to the public for a period of at least 45 days by posting it on a government internet site and by such other means as the Minister considers advisable. 2005, c. 11, s. 39 (4).

Opportunity for comments

(5) Within 45 days after a draft regulation is made available to the public in accordance with subsection (1), any person may submit comments with respect to the draft regulation to the Minister. 2005, c. 11, s. 39 (5).

Extension of time for comments

(5.1) The Minister may extend the time period referred to in subsection (5) in order to accommodate a person with a disability or for any other reason that the Minister considers appropriate. 2016, c. 5, Sched. 1, s. 8.

Changes to draft regulation

(6) After the time for comments under subsection (5) has expired, the Lieutenant Governor in Council may, without further notice, make the regulation with such changes as the Lieutenant Governor in Council considers advisable. 2005, c. 11, s. 39 (6).

Classes

(7) A regulation under this section may create different classes of persons or organizations or of buildings, structures or premises and, without limiting the generality of this power, may create classes with respect to any attribute, quality or characteristic or any combination of those items, including,

- (a) the number of persons employed by persons or organizations or their annual revenue;
- (b) the type of industry in which persons or organizations are engaged or the sector of the economy of which persons or organizations are a part;
- (c) the size of buildings, structures or premises. 2005, c. 11, s. 39 (7).

Same

(8) A regulation under this section may define a class to consist of one person or organization or to include or exclude a person or organization having the same or different attributes, qualities or characteristics. 2005, c. 11, s. 39 (8).

Same

(9) A regulation under this section may impose different requirements, conditions or restrictions on or in respect of any class. 2005, c. 11, s. 39 (9).

Scope

(10) A regulation under this section may be general or specific in its application and may be limited as to time and place. 2005, c. 11, s. 39 (10).

Section Amendments with date in force (d/m/y)

2016, c. 5, Sched. 1, s. 8 - 19/04/2016

Annual report

40. (1) The Minister shall prepare an annual report on the implementation and effectiveness of this Act. 2005, c. 11, s. 40 (1).

Content of report

(2) The report shall include an analysis of how effective the standards development committees, the accessibility standards and the enforcement mechanisms provided for under this Act are in furthering the purpose of this Act. 2005, c. 11, s. 40 (2).

Tabling of report

(3) The Minister shall submit the report to the Lieutenant Governor in Council and shall cause the report to be laid before the Assembly if it is in session or, if not, at the next session. 2005, c. 11, s. 40 (3).

Review of Act

41. (1) Within four years after this section comes into force, the Lieutenant Governor in Council shall, after consultation with the Minister, appoint a person who shall undertake a comprehensive review of the effectiveness of this Act and the regulations and report on his or her findings to the Minister. 2005, c. 11, s. 41 (1).

Consultation

(2) A person undertaking a review under this section shall consult with the public and, in particular, with persons with disabilities. 2005, c. 11, s. 41 (2).

Contents of report

(3) Without limiting the generality of subsection (1), a report may include recommendations for improving the effectiveness of this Act and the regulations. 2005, c. 11, s. 41 (3).

Tabling of report

(4) The Minister shall submit the report to the Lieutenant Governor in Council and shall cause the report to be laid before the Assembly if it is in session or, if not, at the next session. 2005, c. 11, s. 41 (4).

Further review

(5) Within three years after the laying of a report under subsection (4) and every three years thereafter, the Lieutenant Governor in Council shall, after consultation with the Minister, appoint a person who shall undertake a further comprehensive review of the effectiveness of this Act and the regulations. 2005, c. 11, s. 41 (5).

Same

(6) Subsections (2), (3) and (4) apply with necessary modifications to a review under subsection (5). 2005, c. 11, s. 41 (6).

42. OMITTED (AMENDS OR REPEALS OTHER ACTS). 2005, c. 11, s. 42.

43. OMITTED (PROVIDES FOR COMING INTO FORCE OF PROVISIONS OF THIS ACT). 2005, c. 11, s. 43.

44. OMITTED (ENACTS SHORT TITLE OF THIS ACT). 2005, c. 11, s. 44.

Français

[Back to top](#)



STAFF REPORT TO COUNCIL

Report No: CS-2025-10

May 26, 2025

From: Stephanie MacRae – Director of Community Services

RE: Ice Allocation Policy

Recommended Motion:

THAT the Council of the Township of North Glengarry receives Staff Report No. CS-2025-10, Ice Allocation Policy.

AND THAT By-Law 16-2025 be read a first, second, and third time and enacted in Open Council this 26th day of May 2025.

Background / Analysis:

Each year, the Community Services Department works closely with its various user groups to accept ice requests for the following ice season.

The Community Services Department is introducing a new policy to assist with outlining its process for determining ice rental priorities in the Township of North Glengarry, while supporting the department in the equal and fair distribution of ice rentals. The policy will assist in ensuring adequate ice time is made available for public programs, as well as hockey associations, and other users, in order to meet the needs of competitive sports, community engagement, all the while encouraging healthy and active lifestyles for the residents of North Glengarry and surrounding areas.

Alternatives:

Option 1 – Recommended – That Council approves this resolution

Or

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

Financial Implications:

There is no financial impact.

Attachments & Relevant Legislation:

- Ice Allocation Policy
- By-Law 16-2025

Others Consulted:

Reviewed and Approved by:
Sarah Huskinson, CAO/Clerk

THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY

BYLAW NO. 16-2025

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

WHEREAS the Council of The Corporation of the Township of North Glengarry deems it important to create an Ice Allocation Policy;

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

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

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

- 1. **THAT:** The Ice Allocation Policy attached to and forming part of this by-law be approved;
- 2. **THAT** this by-law shall come into force and effect on the date of its final passage.

READ a first, second, third time and enacted in Open council this 26th day of May 2025

CAO/Clerk/Deputy Clerk

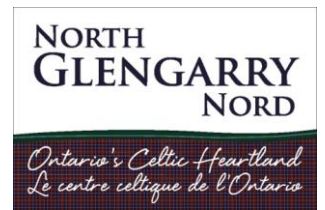
Mayor

I hereby certify this to be a true copy of By-law 16-2025, and that such by-law is in full force and effect.

Date Certified

Clerk/Deputy Clerk

Township of North Glengarry Ice Allocation Policy	
Policy Number:	CS25-POLICY-2v.1
Effective Date:	May 26, 2025



Policy Title: Ice Allocation Policy

Policy Number: CS25-POLICY-2v.1

Policy Type: Council Policy
Policy Owner: Community Services Department
Approval Authority: Council

Administration			
Effective Date:	May 26, 2025	Last Review Date:	May 26, 2025
Related Policy(ies):	N/A		
Related By-Law(s):	16-2025		
Procedural Document:	N/A		

1. Policy Statement

The Ice Allocation Policy serves to ensure that adequate ice times are made available for public programs, minor hockey associations, and all other ice users, in order to meet the needs of competitive sports, community engagement and encourage healthy and active lifestyles for the residents of North Glengarry and surrounding areas.

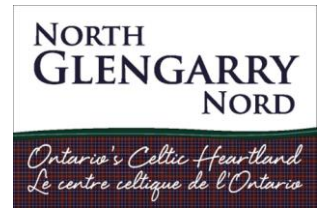
2. Purpose

This policy is established to assist the Community Services Department in the equal and fair distribution of ice, while ensuring the schedule is appropriate for users participating in ice-related sports, programs and activities.

3. Definitions

3.1. Rental Categories:

Township of North Glengarry Ice Allocation Policy	
Policy Number:	CS25-POLICY-2v.1
Effective Date:	May 26, 2025



- i. **Local Organizations:** Groups or organizations which are primarily located or operating or that services North Glengarry, or whose participants make up greater than 40% of individuals who reside in North Glengarry.
- ii. **Minor or Youth:** Participants who are 18 years of age and under.
- iii. **Minor Sports within the Township:** Shall include Minor Hockey, Minor Broomball, etc.
 - a. Criteria for eligibility of a Minor Sport Group:
 - Be non-profit
 - Be guided by a constitution and bylaws governed by a Board of Directors
 - Be actively providing a program of activities for children 18 years of age and younger
 - At least 40% of registrants that are 18 year of age and younger within the group must be residents of the Township of North Glengarry.
- iv. **Schools:** Shall include recognized primary or secondary schools that are publicly funded institutions governed by a local or regional school board, offering education to residents in accordance with provincial legislation.

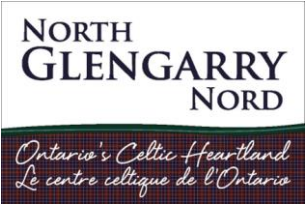
3.2. Time Categories:

- i. **Prime Time:** Shall be considered 5:00 pm to 12:00 am between Mondays and Fridays, and any time during Saturdays and Sundays between opening and closing hours.
- ii. **Ice Season:** While ice installation and removal are subject to change year over year, the ice season will generally begin after Labour Day weekend and end April 15.

3.3. Ice Facilities:

- i. **Arenas:** Unless otherwise specified, the term “arena(s)” shall refer to both the Glengarry Sports Palace in Alexandria, as well as the Maxville Sports Complex in Maxville.

4. Ice Allocation Process

Township of North Glengarry Ice Allocation Policy		
Policy Number:	CS25-POLICY-2v.1	
Effective Date:	May 26, 2025	

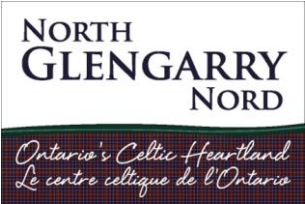
- i. **Application:** User groups who are looking to book ice for the upcoming season must submit ice time requests by June 30th annually, unless otherwise communicated. User groups are required to fill out the Ice Request Form prior to the specified deadline and submit to csadmin@northglengarry.ca. Due to high demand for ice rentals, any submissions received after the specified deadline will be considered based on remaining available ice.
- ii. **Review:** Requests will be reviewed based on the prioritization considerations identified in Section 3, in addition to facility availability.
- iii. **Approval:** Approved allocations will be communicated to user groups by August 1st, unless otherwise specified. All approvals remain at the discretion of the Director of Community Services.
- iv. **Conflict Resolution:** Any disputes will be resolved through a formal process involving municipal staff and user group representatives.
- v. **Signed Contract:** Upon approval of ice allocation, user groups will be required to return a signed contract prior to the specified deadline. The contract will list all of the ice times that have been allocated to the user for the season. All ice rentals will require a signed contract before the group or individual(s) enter the ice surface. Users with overdue accounts may, at the discretion of the Community Services Department, have their ice time cancelled and/or lose their status for the upcoming season. By signing the contract, the Renter agrees that all times listed on the contract will be paid in accordance with the contract and that the provisions of the Ice Allocation Policy will be adhered to.

5. Prioritization of Requests

5.1 Prioritization Considerations

Ice time requests will be prioritized in consideration of the following:

- i. Municipal activities and programs such as public skating, shiny and parents and tots use of the ice.
- ii. Minor sports programs within the Township
- iii. Returning local organizations (including local adult hockey leagues, broomball, etc.)
- iv. Returning minor sports programs outside of the Township

Township of North Glengarry Ice Allocation Policy		
Policy Number:	CS25-POLICY-2v.1	
Effective Date:	May 26, 2025	

- v. New requests from local organizations
- vi. New requests from non-local organizations

5.2 Schools

Schools will be prioritized during non-prime time hours for students activities and programs.

5.3 Multiple Requests from Same Priority Category

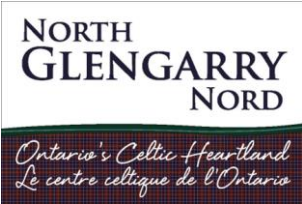
Should two or more groups of the same priority category submit a request for the same time period, the request shall be awarded in consideration of the following:

- i. Benefit to the community
- ii. Size of organizing group
- iii. Purpose of event
- iv. Time and date of event
- v. Amount of ice time required
- vi. Designation of proceeds or profits from event

6. Cancellations, Exchanges or Changes in Ice Time:

6.1 Cancellation of Ice by the Township of North Glengarry

- i. The Township of North Glengarry is the sole authority for all ice times. The practice of transferring, trading, or sub-leasing ice between permit holders, without prior consent by the Director of Community Services is not permitted.
- ii. The Township of North Glengarry reserves the right to reasonably postpone, reschedule or cancel any ice time for a significant high-profile event, or for the purposes of playoff games for local organizations and user groups, at the discretion of the Director of Community Services.
- iii. The Township of North Glengarry reserves the right to cancel ice due to safety concerns, mechanical breakdowns, weather conditions, emergency closures or unsuitable ice surface conditions as determined by the Director of Community Services. Every attempt will be made to reschedule the user group's ice time. Any ice time that cannot be rescheduled, will either be credited to the user's outstanding contract balance or refunded if the contract has been paid in full.
- iv. In the case of inclement weather, unless notified by the Community Services Department that the arena is closed, ice times will proceed as scheduled and users will be billed per the user's contract.

Township of North Glengarry Ice Allocation Policy		
Policy Number:	CS25-POLICY-2v.1	
Effective Date:	May 26, 2025	

- v. In the event of a multi-day closure, the Township will reallocate the rental time according to predetermined priorities.

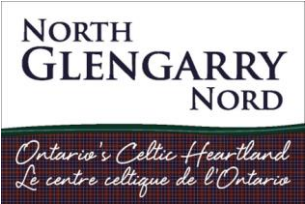
6.2 Cancellation of Ice by Renting Organization or Individual:

i. Cancellation or Transfers of Scheduled Ice Time:

- a) All cancellations or transfers will be reviewed during office hours 8:00 am to 4:00 pm Monday through Friday by emailing csadmin@northglengarry.ca. Requests sent after 4:00 pm or sent over the weekend will not be responded to until the next business day.
- b) Ice cancellations must be made 14 days in advance. Any cancellations made within 14 days of the rental will be billed at 100% of the rental rate.
- c) In the event that the ice is cancelled without the appropriate notice and that team has found another team/organization that is able to pick up that ice time the charge will be waived upon notification and approval by the Community Services Department.
- d) The user must notify the Township of North Glengarry of any ice changes and approve all transfers to ensure the new user is billed accordingly and that insurance coverage has been provided.

ii. Cancellation of Ice Time for Tournaments:

- a) All cancellations or transfers will be reviewed during office hours 8:00 am to 4:00 pm Monday through Friday by emailing csadmin@northglengarry.ca. Requests sent after 4:00 pm or sent over the weekend will not be responded to until the next business day.
- b) For carnivals, tournaments or other events where there is a considerable amount of staff preparation time or time booked (i.e. entire day(s) or weekend) the following notice is required:
 - o Cancellation Prior to 4 Weeks: Organization is not charged
 - o Cancellation 3 weeks prior to event: Organization is responsible for 50% of cost of Ice Blocked
 - o Cancellation 2 weeks prior to event: Organization is responsible for 100% of cost of Ice Blocked
- c) In the event that the ice is cancelled without the appropriate notice and that organization has found another team/organization that is able to pick up that ice or field time for the entire booking (i.e. entire day(s) or weekend), the charge will be waived upon notification and approval by the Community Services Department.
- d) In the event that the ice or field is cancelled without the appropriate notice and that organization has found another team/organization that is able to

Township of North Glengarry Ice Allocation Policy		
Policy Number:	CS25-POLICY-2v.1	
Effective Date:	May 26, 2025	

pick up portions that ice or field time the canceling team/organization will be charged for the un-used ice or field time according to the notice received.

6.2 Extenuating Circumstances

The Township of North Glengarry recognizes that there may be circumstances of an extenuating nature that lead to ice and facility cancellations. If the client/team/organization feels their cancellation(s) are in this category they will address that with the Community Services Department. The Community Services Department will deal with these requests on a case-by-case basis.

7. Tournaments and Special Events

Requests for the allocation of ice time for tournaments, playoff games and special events shall only be considered if received in writing from the organizing group and must be specified in the ice request form.

Requests for tournaments and special events will be considered based on the following criteria:

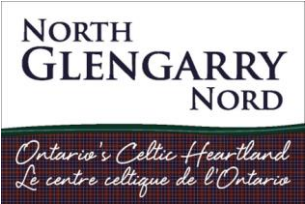
- Benefit to the Community
- Availability
- Historical precedent
- Organizing Group
- Purpose of Event
- Time and Date of Event
- Amount of Ice Time Required
- Designation of proceeds or profits from event

8. Payment of Ice Contract

8.1 Invoicing per Rental Type:

i. Seasonal Ice Group Contracts: Users who book regular season ice on a continuous, contractual basis will be invoiced on a monthly basis for the scheduled bookings. An administrative fee of \$25.00 (in addition to any bank charges payable) will be charged for any non-sufficient funds or returned cheques.

ii. Occasional Rentals: Users who do not rent ice on a seasonal basis will be invoiced upon booking. Payment must be received in full prior to the rental. An

Township of North Glengarry Ice Allocation Policy		
Policy Number:	CS25-POLICY-2v.1	
Effective Date:	May 26, 2025	

administrative fee of \$25.00 (in addition to any bank charges payable) will be charged for any non-sufficient funds or returned cheques.

8.2 General Conditions of Payment:

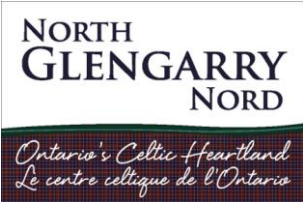
- i. Payment methods currently accepted by the Township of North Glengarry are debit, cash, cheque and electronic funds transfer.
- ii. The individual or entity whose name appears on the invoice will be deemed the party responsible for all payments due under the terms of the invoice. By renting ice at any North Glengarry arena, the individual or entity agrees to assume full financial responsibility for the total amount billed, regardless of any third-party arrangements or internal delegations of payment.
- iii. An additional amount of 50% of the total rental cost will be applied to cover staffing costs associated to any rental that takes place on a statutory holiday.
- iv. All prices are subject to the Fees & Charges By-Law and are subject to change.
- v. Any modifications to rentals or additional rental requests upon the annual approval of the Fees & Charges By-Law will be subject to the newly approved rates.

9. Certificate of Liability or User Insurance

- i. Incorporated, not-for-profit groups, or groups that fall under an organized league: These groups or organizations are required to provide a copy of the certificate of liability insurance naming the Township of North Glengarry additionally insured to cover all ice rental dates. The certificate is to be forwarded to csdmin@northglengarry.ca prior to the rental period.
- ii. Other users/organizations without insurance: For the user groups that do not have insurance, the Township of North Glengarry is able to offer municipal insurance rates. Insurance charges will be added directly to ice invoices for any organizations who have not provided a copy of their certificate of liability.
- iii. Please note that incorporated, not-for-profit groups, or groups that fall under an organized league are not eligible to access the municipal insurance rates.

10. Flood Schedules

Each 1-1.5 hour slot of ice time will include 10 minutes of ice resurfacing time in order to ensure proper maintenance of the ice surface. User groups are required to exit the ice 10 minutes before the end of the booking. For bookings of 2 hours

Township of North Glengarry Ice Allocation Policy		
Policy Number:	CS25-POLICY-2v.1	
Effective Date:	May 26, 2025	

or more, user groups are required to leave the ice after each 50 minute block, for approximately 10 minutes.

11. Dressing Rooms

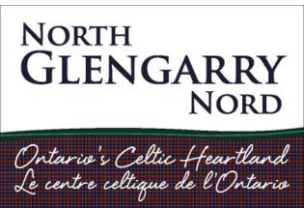
- i. Dressing room schedules are prepared by arena Facility Equipment Operators for the ice user groups who are booked for the current day and will be posted on boards in the arena lobby. User groups are required to use only the dressing room(s) that have been assigned to them and are permitted to enter the room up to 30 minutes in advance of their designated rental time, unless otherwise specified.
- ii. Dressing rooms and attached washrooms must be left clean and will be inspected after each use. Any damages found or additional cleaning required, will be billed directly to the user group.
- iii. Dressing rooms must be vacated 20 minutes after the user group's scheduled ice time, unless otherwise specified.
- iv. The Township of North Glengarry will make every attempt to accommodate the dressing room needs of its user groups; however, due to limited availability of dressing rooms and a high volume of ice users, not all requests may be accommodated.

12. Food & Beverages

- i. **Alcoholic Beverages:** It is prohibited for the Renter or its guest(s) from possessing or consuming their own alcoholic beverages on the premises (including the parking lot and fields). Any user groups caught with alcoholic beverages will be contacted by the Director of Community Services for further action, up to and including termination of the ice contract. User groups are responsible for communicating these expectations with their guest users and duly responsible for ensuring that the guest user is in compliance.
- ii. **Canteen/Food Services:** Food and non-alcoholic beverages are available for purchase at the arena canteen during operating hours, as well as vending machines. No other food concessions/booths may be set-up in the arena lobby unless prior consent has been given by the Director of Community Services.

13. Health & Safety

Township of North Glengarry Ice Allocation Policy	
Policy Number:	CS25-POLICY-2v.1
Effective Date:	May 26, 2025



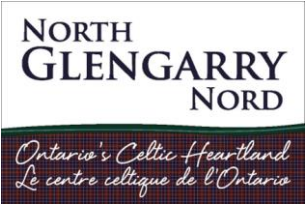
- i. All ice, lobby and dressing room rules, as posted in each arena facility or directed by facility staff, must be followed.
- ii. User groups are encouraged to ensure the presence of qualified personnel to provide first aid services during the use of your rental.
- iii. User groups are responsible for ensuring required protective equipment is used for participants.
- iv. Should any emergency alarms sound in the arena, all users are to exit the facility immediately. Users are encouraged to familiarize themselves with the facility floor plan and emergency exit points.
- v. The Smoke-Free Ontario Act, 2017 (SFOA, 2017) prohibits the smoking of tobacco, the use of electronic cigarettes (e-cigarettes) to vape any substance, and the smoking of cannabis (medical and recreational) in any enclosed public place or on the outdoor grounds of community recreational facilities, within 20 meters of the perimeter of the grounds. As such, if you or your visiting team, smoke, hold lighted tobacco, or vape within the facility and/or within 20 meters of the perimeter of the grounds, the offender may be ticketed, charged with an offence, charged a fine, and/or denied ice time.
- vi. No one shall enter the ice surface or players benches while the ice resurfacers are on the ice. Entry into these areas will only be permitted after the ice resurfacers room doors are closed.

14. Incident Reporting

In the event of an incident, the Renter must follow the Incident Reporting Procedures described below. An incident includes bodily injury to Renter or its guest (employee, spectator, participants etc.) or damage to Township property or third-party property.

- i. Call 911 when police, ambulance, fire etc., assistance is required.
- ii. Immediately advise an onsite staff member of the incident. If a Township staff member is not readily available, for major incidents, call 911 to report or, for minor incidents, contact a Township staff member within the next working day.
- iii. Those involved in an incident, including the impacted individual(s), those reporting the incident, and any witnesses, will be required to provide information through an incident report.

15. Communication

Township of North Glengarry Ice Allocation Policy		
Policy Number:	CS25-POLICY-2v.1	
Effective Date:	May 26, 2025	

- i. All communication surrounding ice rentals, hall rentals, transfers, changes, new requests and cancellations are to be completed through the Community Services Administrative Assistant by emailing csadmin@northglengarry.ca or calling 613-525-110 ext. 350.
- ii. User groups are encouraged to communicate weekly schedules to the Community Services Assistant to assist with determining flooding schedules and dressing room requirements in advance.

16. Termination

- i. The Township may cancel a contract with or without notice if the Renter does not comply with the terms and the Township shall be released from any obligation.
- ii. The Renter may cancel a contract with a 30-day notice and shall be released from any obligation from the terms of the contract.



STAFF REPORT TO COUNCIL

Report No: CS-2025-11

May 26, 2025

From: Stephanie MacRae – Director of Community Services

RE: Community Donations

Recommended Motion:

THAT Council receives staff report CS-2025-11 for information purposes.

Background / Analysis:

The Community Services Department has recently received two requests from organizations looking to donate trees to be placed in Township-owned parks in North Glengarry.

The first request was received in partnership from the Maxville & District Chamber of Commerce and Maxville & District Lion's Club. The Chamber and Lion's Club have requested to plant a tree and place a plaque in the King George Park in honour of Amanda Maloney from Swiss Farm Bakery, who tragically passed away on Saturday, March 29, 2025. Ms. Maloney was a friend, colleague and supporter to many individuals and businesses in North Glengarry, and as such, both of these organizations would like to donate a tree and plaque to commemorate and pay their respect to Ms. Maloney.

The second request was received from Alexandria Moulding who have requested to plant a large maple tree in Island Park. Alexandria Moulding annually takes part in the Canada Day celebration in Alexandria and has handed out pine/spruce saplings to attendees. This year, Alexandria Moulding would like to donate a tree as a way of contributing to the beautiful space of Island Park, which is enjoyed by many members of the community.

The Community Services Department is grateful for the generosity of these organizations and will work in partnership with them to coordinate the logistics of installing the trees in the specified parks.

Alternatives:

Option 1 – Recommended – That Council approves this resolution

Or

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

Financial Implications:

There is no financial impact.

Attachments & Relevant Legislation:

- Letter to the Township of North Glengarry – Alexandria Moulding
- Letter to the Township of North Glengarry – Maxville & District Chamber of Commerce and the Maxville & District Lion's Club

Others Consulted:

Reviewed and Approved by:
Sarah Huskinson, CAO/Clerk



**MAXVILLE & DISTRICT
CHAMBER OF COMMERCE**



To: The Township of North Glengarry

From: The Maxville & District Chamber of Commerce and the Maxville & District Lions Club

Subject: Proposed tree and plaque in honour of Amanda Maloney

Date: May 16, 2025

The Maxville & District Chamber of Commerce (the Chamber) working with the Maxville & District Lions Club, submits this proposal to the Township of North Glengarry (the Township) for approval. The Chamber and Lions Club request to plant a tree and place a plaque in the King George Park in honour of Amanda Maloney from Swiss Farm Bakery.

Amanda Maloney tragically passed away on Saturday, March 29, 2025. Amanda was a friend, colleague and supporter to many individuals and businesses in North Glengarry. She was an integral part of our community, and her presence is dearly missed. The Chamber and Lions Club submit this proposal to commemorate and pay respect to Amanda.

We ask the Township to approve the planting of a tree and the placing of a plaque in the King George Park at an approximate location.

We thank you for your consideration and look forward to your approval.

Respectfully,

Audrey Evans, President
Maxville & District Chamber of Commerce

Brad Quaile
Maxville & District Lions Club

Moulure Alexandria Moulding
20352 Power Dam Road, Alexandria, Ontario, K0C 1A0
1-866-377-2539

May 20, 2025

Stephanie MacRae
Township of North Glengarry | Canton de Glengarry Nord
3720 County Road 34, RR2, Alexandria ON K0C 1A0

Dear Stephanie,

At Alexandria Moulding, we're always looking for ways to give back to the community that's supported us throughout the years.

Island Park is a special place for so many of us — whether it's families spending time together, people out for a walk, enjoying the beach, or attending local events. We really appreciate having access to such a beautiful space, and with Canada Day around the corner, we thought this would be a great time to show our appreciation.

We've purchased a large maple tree (100 mm in circumference, valued at \$1,638) from Harbers Greenhouses and Forestry, and with the Township's blessing, we'd love to have it planted at Island Park. Harbers will take care of the planting on our behalf, and they're aiming to have the work done in mid-June.

Thank you for all the work you do to keep the park the wonderful space it is for everyone in the community. If you have any questions or need anything from our end, feel free to reach out.

Thank you again from all of us at Alexandria Moulding!

Regards,



Kurt MacDonald, Branch Manager

And the Alexmo Canada Day Parade Committee: Katie Libbos, Kevin Williams, Allison McLeod, Celine Lascelle, Nancy Boyle, Tammy Sopata, Antonio Quesnel, Julio Castillo, Isabel Dove, Martin Pelletier, Tracey Girard



STAFF REPORT TO COUNCIL

Report No: TR-2025-10

May 26, 2025

From: Zoe Bougie – Director of Finance/Treasurer

RE: HEWSF II Transfer Payment Agreement

Recommended Motion:

THAT the Council of the Township of North Glengarry receives Staff Report No. TR-2025-10, HEWSF II Transfer Payment Agreement;

AND THAT Council approve and authorize a Transfer Payment Agreement, between His Majesty the King in right of the Province of Ontario, represented by the Minister of the Solicitor General for the Province of Ontario (the “Ministry”) and the Township of North Glengarry (the “Municipality”) related to funding provided under the HEWSF II Transfer Payment Agreement.

Background / Analysis:

The Provincial Government established the Housing-Enabling Water Systems Fund (HEWSF) in 2023 and committed \$200 million over three years for the repair, rehabilitation, and expansion of core water infrastructure to protect communities and enable new housing development. On March 21, 2024, as part of the provincial budget, the Province announced an additional \$625 million for the HEWSF. The objectives for the grant are to enable growth and housing opportunities, increase access to potable water, and increase treatment and/or management of wastewater and stormwater.

On January 27, 2025, it was announced that the Township of North Glengarry would receive a maximum of \$28,543,000 towards the total eligible costs of the upgrade and expansion of the Alexandria Lagoon Project.

It is recommended that the Provincial grant funding in the amount of \$28.54 million be accepted and that the Mayor and CAO/Clerk be authorized to execute the Housing-Enabling Water System Fund Transfer Payment Agreement and any other necessary documentation.

Alternatives:

N/A

Financial Implications:

This funding will support the upgrade and expansion of the Alexandria Lagoon Project. The Province will pay up to a maximum of 73% of the total eligible cost or up to the maximum funds of \$28,543,000.

Attachments & Relevant Legislation:

HEWSF II Transfer Payment Agreement

Others Consulted:

Sarah Huskinson, CAO

Reviewed and Approved by:
Sarah Huskinson, CAO/Clerk

**ONTARIO TRANSFER PAYMENT AGREEMENT
HOUSING-ENABLING WATER SYSTEMS FUND: INTAKE 2**

THE AGREEMENT is effective as of the _____ day of _____, 20____.

BETWEEN:

His Majesty the King in right of Ontario
as represented by the **Minister of Infrastructure**

(the “Province”)

- and -

TOWNSHIP OF NORTH GLENGARRY

(the “Recipient”)

BACKGROUND

The Housing-Enabling Water Systems Fund (HEWSF) is an application-based program designed to help municipalities repair, rehabilitate, and expand core water, wastewater, and stormwater infrastructure.

Projects funded through the program aim to unlock more housing opportunities, support the province’s growing population, protect communities, and enhance economic growth.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 Schedules to the Agreement. The following schedules form part of the Agreement:

Schedule “A” - General Terms and Conditions

Schedule "B" -	Project Specific Information and Additional Provisions
Schedule "C" -	Project Description and Financial Information
Schedule "D" -	Eligible and Ineligible Costs
Schedule "E" -	Milestone Payment Plan
Schedule "F" -	Reporting Requirements
Schedule "G" -	Communications Protocol
Schedule "H" -	Indigenous Consultation Protocol

1.2 Entire Agreement. The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 Conflict or Inconsistency. In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule "A", the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule "A", the Additional Provisions will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

3.0 COUNTERPARTS AND ELECTRONIC SIGNATURES

3.1 One and the Same Agreement. The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

3.2 Electronic Signatures. This Agreement may be executed electronically. The electronic signature of a Party may be evidenced by one of the following means and transmission of this Agreement may be as follows:

- (a) a manual signature of an authorized signing officer placed in the respective signature line of this Agreement and this Agreement scanned as a pdf file and delivered by email to the other Party;

- (b) a digital signature placed in the respective signature line of this Agreement, including:
 - (i) the name of the authorized signing officer typed in the respective signature line of this Agreement,
 - (ii) an image of a manual signature inserted in the respective signature line of this Agreement,
 - (iii) an Adobe signature of an authorized signing officer, or
 - (iv) any other digital signature of an authorized signing officer with the other Party's prior written consent, and this Agreement delivered by email to the other Party; or
- (c) any other means with the other Party's prior written consent.

4.0 AMENDING THE AGREEMENT

- 4.1 Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGEMENT

- 5.1 Acknowledgement.** The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) His Majesty the King in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project;

- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act; and
- (f) the Province is bound by the *Financial Administration Act* (Ontario) (“FAA”) and, pursuant to subsection 11.3(2) of the FAA, payment by the Province of Funds under the Agreement will be subject to,
 - (i) an appropriation, as that term is defined in subsection 1(1) of the FAA, to which that payment can be charged being available in the Funding Year in which the payment becomes due; or
 - (ii) the payment having been charged to an appropriation for a previous fiscal year.

SIGNATURE PAGE FOLLOWS

The Parties have executed the Agreement on the dates set out below.

**HIS MAJESTY THE KING IN RIGHT OF
ONTARIO**, as represented by the Minister of
Infrastructure

Date:

The Honourable Kinga Surma
Minister of Infrastructure

TOWNSHIP OF NORTH GLENGARRY

Date:

Name: _____
Title: _____

I have authority to bind the Recipient.

Date:

Name: _____
Title: _____

I have authority to bind the Recipient.

**SCHEDULE “A”
GENERAL TERMS AND CONDITIONS**

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

A1.2 Definitions. In the Agreement, the following terms will have the following meanings:

“Additional Provisions” means the terms and conditions set out in Schedule “B”.

“Agreement” means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

“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 the Province has elected to be closed for business.

“Construction Contract Award Deadline” means the construction contract award deadline set out in Schedule “E”.

“Contract” means an agreement between the Recipient and a third-party whereby the third-party provides a good, service or both for the Project in return for financial consideration that the Recipient wants to pay using the Funds under this Agreement.

“Effective Date” means the date set out at the top of the Agreement.

“Eligible Costs” means the costs in respect of the Project that the Recipient has incurred and paid and that are eligible for payment under the terms and conditions of the Agreement, and that are further described in Schedule “D”.

“Event of Default” has the meaning ascribed to it in section A13.1.

“Expiry Date” means the expiry date set out in Schedule “B”.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Indemnified Parties” means His Majesty the King in right of Ontario, and includes His ministers, agents, appointees, and employees.

“Indigenous Community”, includes First Nation, Métis, and Inuit communities or peoples of Canada.

“Indigenous Consultation Record” means a document that summarizes the Recipient’s consultation and engagement activities, including a list of Indigenous Communities consulted, concerns raised, and how each of the concerns have been addressed or, if not addressed, an explanation as to why not;

“Ineligible Costs” means the costs in respect of the Project that are ineligible for contribution by the Province under the terms and conditions of the Agreement, and that are described in Schedule “D”.

“Loss” means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any other part of the Agreement.

“Maximum Funds” means the maximum set out in Schedule “B”.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A13.3(b), and includes any such period or periods of time by which the Province extends that time pursuant to section A13.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding

that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

“Project” means the undertaking described in section C1.0 of Schedule “C”.

“Project Start Deadline” means the project start deadline set out in Schedule “B”.

“Project Completion Deadline” means the project completion deadline set out in Schedule “B”.

“Records Review” means any assessment the Province conducts pursuant to section A7.4.

“Reports” means the reports described in Schedule “F”.

“Requirements Of Law” means all applicable statutes, regulations, by-laws, ordinances, codes, official plans, rules, approvals, permits, licenses, authorizations, orders, decrees, injunctions, directions and agreements with all authorities.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and capacity to enter into the Agreement; and

- (b) taken all necessary actions to authorize the execution of the Agreement, including passing a municipal by-law authorizing the Recipient to enter into the Agreement.

A2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete the Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 Supporting Proof. Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A2.5 Adverse Fact or Event. The Recipient will inform the Province immediately of any fact or event of which it is aware that has or will compromise, wholly or in part, the Project.

A3.0 TERM OF THE AGREEMENT

A3.1 Term. The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A12.0 or Article A13.0.

A3.2 Project Deadlines. The Recipient will:

- (a) commence the Project by the Project Start Deadline;
- (b) award the Project construction contracts that account for the bulk of the construction work by the Construction Contract Award Deadline; and
- (c) complete the Project by the Project Completion Deadline.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 Funds Provided. The Province will:

- (a) provide the Recipient with Funds up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule "E"; and
- (c) deposit the Funds into an account the Recipient designates provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 Limitation on Payment of Funds. Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof required pursuant to section A11.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province is not obligated to provide instalments of Funds until it has received confirmation that an Environmental Assessment is complete or exempt;
 - (i) Payments will be held until a Notice of Completion is received by MOI and 60 days have passed since the Notice of Completion was issued.
- (d) the Province may adjust the amount of Funds it provides to the Recipient in connection with any Payment Milestone based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.2.

A4.3 Use of Funds and Carry Out the Project. The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;

- (c) spend the Funds only in accordance with the Eligible Costs;
- (d) not use the Funds to cover any cost that has been or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 Interest-Bearing Account. If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.

A4.4.1 Use of Interest. Unless otherwise directed by the Province by Notice, if the Recipient earns any interest on the Funds, the Recipient must use any interest earned on Eligible Costs.

A4.5 Interest. Upon Notice to the Recipient by the Province, if the Recipient earns any interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount up to the interest earned from any further instalments of Funds;
- (b) demand from the Recipient the payment of an amount up to the interest earned.

A4.6 Recipient's Acknowledgement of Responsibility for Project. The Recipient will, in respect of the Project, assume full responsibility for the Project, including, without limitation:

- (a) complete, diligent, and timely Project implementation within the costs and timelines specified in the Agreement and in accordance with all other terms and conditions of the Agreement;
- (b) all of the costs of the Project, including, without limitation, unapproved expenditures, Ineligible Costs, cost escalations and cost overruns, if any;
- (c) subsequent operation, maintenance, repair, rehabilitation, construction, demolition, or reconstruction, as required and in accordance with industry standards, and any related costs for the full lifecycle of the Project; and
- (d) the engineering work being undertaken in accordance with industry standards.

A4.7 Rebates, Credits, and Refunds. The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A4.8 Increase in Project Costs. If, at any time during the Term, the Recipient determines that it will not be possible to complete the Project due to cost escalations or cost overruns (a “**Shortfall**”), the Recipient will immediately notify the Province of that determination. The Province may exercise one or more of the remedies available to it pursuant to section A13.2.

A4.9 Retention of Contribution. The Province will retain 15% of the Maximum Funds in respect of the Project (“Holdback”) up until the following conditions have been met:

5.2 the Recipient has fulfilled all of its obligations under the Agreement for the Project; and

5.3 the Province has carried out the reconciliation, as set out in section A4.10 (Final Reconciliation and Adjustments), and has made any adjustments required in the circumstances.

A4.10 Final Reconciliation and Adjustments. Without limiting the rights of the Province under this Agreement or otherwise, following receipt and satisfactory review of the Final Report and supporting material by the Province, the Province will carry out a final reconciliation of payment in respect of the Project and make any adjustments required in the circumstances.

A5.0 RECIPIENT’S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A5.1 Acquisition. If the Recipient acquires goods, services or both with the Funds, it will:

- (a) Do so through a process that is transparent, fair and promotes the best value for the money expended and at competitive prices that are no greater than fair market value after deducting trade discounts or any other discounts available to the Recipient; and
- (b) Comply with any Requirements Of Law that may be applicable to how the Recipient acquires goods, services or both.

A5.2 Contracts. The Recipient will ensure that all Contracts:

- (a) Are consistent with this Agreement;
- (b) Do not conflict with this Agreement;
- (c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;

- (d) Require that any parties to those Contracts comply with all Requirements Of Law; and
- (e) Authorize the Province to perform audits of the parties to those Contracts in relation to the Project as the Province sees fit in connection with Article A7.0 of this Schedule “A”.

A5.3 Disposal of Assets. The Recipient will not, without the Province’s prior consent, sell, lease or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule “B” at the time of purchase.

A6.0 CONFLICT OF INTEREST

A6.1 Conflict of Interest Includes. For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient’s decisions, has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to, interfere with the Recipient’s objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.2 No Conflict of Interest. The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
 - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
 - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 Province Includes. For the purposes of sections A7.4, A7.5 and A7.6, “Province” includes any auditor or representative the Province may identify.

A7.2 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address set out in Schedule “B”:
 - (i) all Reports in accordance with the timelines and content requirements set out in Schedule “F”;
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;
- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (ii) signed by an authorized signing officer of the Recipient.

A7.3 Record Maintenance. The Recipient will keep and maintain:

- (a) all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles applicable in Canada; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A7.4 Records Review. The Province may, at its own expense, upon twenty-four hours’ Notice to the Recipient and during normal business hours enter upon the Recipient’s premises to conduct an audit or investigation of the Recipient regarding the Recipient’s compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient’s representations and warranties;
- (b) the progress of the Project;
- (c) the Recipient’s allocation and expenditure of the Funds.

A7.5 Inspection and Removal. For the purposes of any Records Review, the Province may take one or both of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3;
- (b) remove any copies the Province makes pursuant to section A7.5(a).

A7.6 Cooperation. To assist the Province in respect of its rights provided for in

section A7.5, the Recipient will cooperate with the Province by:

- 5.4 ensuring that the Province has access to the records and documents wherever they are located;
- 5.5 assisting the Province to copy records and documents;
- 5.6 providing to the Province, in the form the Province specifies, any information the Province identifies; and
- 5.7 carrying out any other activities the Province requests.

A7.7 No Control of Records. No provision of the Agreement will be construed to give the Province any control whatsoever over any of the Recipient's records.

A7.8 Auditor General. The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 Communications Protocol. The Parties agree to be bound by the terms and conditions of the communications protocol provided for in Schedule "G" (Communications Protocol).

A9.0 INDIGENOUS CONSULTATION

A9.1 Indigenous Consultation Protocol. The Parties agree to be bound by the terms and conditions of the Indigenous Consultation Protocol provided for in Schedule "H" (Indigenous Consultation Protocol).

A9.2 Legal Duty to Consult. In the event that the Province determines that a legal duty to consult and, where appropriate, accommodate Indigenous Communities (the "Duty to Consult") arises in respect of the Province's proposed funding of the Project:

- (a) no site preparation, removal of vegetation or construction will occur in respect of the Project until the Province provides confirmation in writing to the Recipient otherwise;
- (b) the Province may, in writing, require the Recipient to suspend further site preparation, removal of vegetation or construction pending completion of the required consultation;
- (c) despite section A.4.1, if the Province has not provided confirmation in writing to the Recipient that site preparation, removal of vegetation or

construction may begin or resume, the Province has no obligation to pay any Eligible Costs that are capital costs incurred during that period, as determined by the Province; and,

- (d) the Province must be satisfied that:
 - (i) Indigenous Communities have been notified and, if applicable, consulted;
 - (ii) where consultation has occurred, the Recipient has provided an Indigenous Consultation Record;
 - (iii) the Recipient is carrying out accommodation measures, where appropriate; and
 - (iv) any other information has been provided which the Province may deem appropriate.

A10.0 INDEMNITY

A10.1 Indemnify. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the gross negligence or wilful misconduct of the Indemnified Parties.

A11.0 INSURANCE

A11.1 Insurance. The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount set out in Schedule “B” per occurrence, which commercial general liability insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient’s obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and

- (d) at least 30 days' written notice of cancellation.

A11.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage required by section A11.1; or
 - (ii) other proof that confirms the insurance coverage required by section A11.1; and
- (b) in the event of a Proceeding, and upon the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement, or both.

A12.0 TERMINATION ON NOTICE

A12.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving 30 days' Notice to the Recipient.

A12.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A12.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A13.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii);
- (b) the Recipient's operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver;
- (d) the Recipient ceases to operate.

A13.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any

Funds the Recipient used, but did not use in accordance with the Agreement;

- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient the payment of an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) upon giving Notice to the Recipient, terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province.

A13.3 Opportunity to Remedy. If, pursuant to section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A13.4 Recipient not Remediating. If the Province provides the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,
- (d) the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A13.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

A13.5 When Termination Effective. Termination under Article A13.0 will take effect as provided for in the Notice.

A14.0 FUNDS UPON EXPIRY

A14.1 Funds Upon Expiry. Upon expiry of the Agreement, the Recipient will pay to the Province any Funds remaining in its possession, under its control, or both.

A15.0 DEBT DUE AND PAYMENT

A15.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the excess Funds.

A15.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds or any other amounts owing under the Agreement; or
- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds or any other amounts owing under the Agreement, whether or not the Province has demanded their payment,
- (c) such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

A15.3 Interest Rate. The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

A15.4 Payment of Money to Province. The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address set out in Schedule "B".

A15.5 Fails to Pay. Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, His Majesty the King in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by His Majesty the King in right of Ontario.

A16.0 NOTICE

A16.1 Notice in Writing and Addressed. Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery or courier and
- (c) addressed to the Province or the Recipient as set out in Schedule “B”, or as either Party later designates to the other by Notice.

A16.2 Notice Given. Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; and
- (b) in the case of email, personal delivery or courier, on the date on which the Notice is delivered.

A16.3 Postal Disruption. Despite section A16.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery or courier.

A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A17.1 Consent. When the Province provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
 - (b) it may attach any terms and conditions to the consent; and
- 5.8 the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

A18.0 SEVERABILITY OF PROVISIONS

A18.1 Invalidity or Unenforceability of Any Provision. The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A19.0 WAIVER

A19.1 Condonation not a waiver. Failure or delay by the either Party to exercise any of its rights, powers or remedies under the Agreement will not constitute a waiver of those rights, powers or remedies and the obligations of the Parties with respect to such rights, powers or remedies will continue in full force and effect.

A19.2 Waiver. Either Party may waive any of its rights, powers or remedies under the Agreement by providing Notice to the other Party. A waiver will apply only to the specific rights, powers or remedies identified in the Notice and the Party providing the waiver may attach terms and conditions to the waiver.

A20.0 INDEPENDENT PARTIES

A20.1 Parties Independent. The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A21.1 No Assignment. The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A21.2 Agreement Binding. All rights and obligations contained in the Agreement will extend to and be binding on:

5.9 the Recipient's heirs, executors, administrators, successors, and permitted assigns; and

(a) the successors to His Majesty the King in right of Ontario.

A22.0 GOVERNING LAW

A22.1 Governing Law. The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A23.0 FURTHER ASSURANCES

A23.1 Agreement into Effect. The Recipient will:

(a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and

- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A24.0 JOINT AND SEVERAL LIABILITY

A24.1 Joint and Several Liability. Where the Recipient comprises more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A25.0 RIGHTS AND REMEDIES CUMULATIVE

A25.1 Rights and Remedies Cumulative. The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A26.1 Other Agreements. If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with His Majesty the King in right of Ontario or one of Her agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing, the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A27.0 SURVIVAL

A27.1 Survival. The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.7, A4.9, A4.10, section A5.3, section 0020A7.1, section A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A10.0, section A12.2, section A13.1, sections A13.2(d), (e),

(f), (g), (h), (i) and (j), Article A14.0, Article A15.0, Article A16.0, Article A18.0, section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

END OF GENERAL TERMS AND CONDITIONS

SCHEDULE “B”
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$28,543,000.00
Expiry Date	March 31, 2029
Project Start Deadline	September 30, 2025
Project Completion Deadline	March 31, 2028
Amount for the purposes of section A5.3 (Disposal of Assets) of Schedule “A”	\$50,000
Insurance	\$2,000,000
Contact information for the purposes of Notice to the Province	Position: Manager, Housing Enabling Program Delivery Unit Address: Ministry of Infrastructure Infrastructure Program Design Branch 777 Bay St Toronto, ON M7A 2J4 Email: HEWS@ontario.ca
Contact information for the purposes of Notice to the Recipient	Position: Sarah Huskinson CAO Address: 3720 County Road 34 Alexandria, ON K0C 1A0 Email: CAO@northglengarry.ca

Additional Provisions:

None

SCHEDULE “C”
PROJECT DESCRIPTION AND FINANCIAL INFORMATION

C1.0 PROJECT DESCRIPTION

The Recipient will upgrade and expand Alexandria Lagoon in the Township of North Glengarry. The project will involve the installation of a new blower and building filter, and a lagoon treatment. Aeration laterals will be added to the existing aerated cell and partial mix cells C1 and C2. The existing surface aerators will be removed. Post-lagoon treatment upgrades will include the installation of the SAGR® system for ammonia control, and phosphorus and solids control treatment using tertiary filters. A new intermediate pumping station, forcemain, and ancillary equipment will be constructed. The power supply and distribution will be upgraded, and a standby power generator unit will be installed. Enhancements will be made to the existing security, alarm, supervisory control and data acquisition and communications systems, and effluent sewer and maintenance holes will be installed. The outcomes of this project will enhance the water system, promote growth, and enable housing.

C2.0 FINANCIAL INFORMATION

C2.1 Total Eligible Costs. The total Eligible Costs means \$39,100,000.00

C2.2 Province’s Reimbursement Rate. Without limiting the generality of the Province’s rights and remedies under this Agreement, the Province will reimburse the Recipient for up to a maximum 73% of Total Eligible Costs, or up to the Maximum Funds.

C2.3 Combining Funding from Other Government Sources (Stacking). The Recipient may combine (i.e., stack) federal and municipal funding (including development charges revenue) to fund a minimum of 27% recipient contribution to Total Eligible Costs. The Recipient shall not stack other sources of provincial funding, with the exception of funding received from the Building Faster Fund (BFF) and the Ontario Community Infrastructure Fund (OCIF).

SCHEDULE “D” ELIGIBLE AND INELIGIBLE COSTS

D1.0 ELIGIBLE COSTS

D1.1 Eligible Costs are those direct costs that are, in the Province’s sole and absolute discretion, properly and reasonably incurred and paid by the Recipient, are necessary for the successful completion of the Project, and are paid to an arm’s length third party, as evidenced by invoices, receipts or other records that are satisfactory to the Province. Eligible Costs do not include Ineligible Costs. Eligible Costs include the following costs incurred and paid after April 1, 2023:

- (a) Costs associated with the planning, environmental assessments, design and engineering, project management, materials and construction of the Project;
- (b) Costs associated with Indigenous consultation related to the Project; and
- (c) Costs associated with any compliance audit undertaken in accordance with Article F3.0.

D2.0 INELIGIBLE COSTS

D2.1 Unless a cost is considered an Eligible Cost pursuant to section D1.1, such cost will be an Ineligible Cost. Without limiting the discretion of the Province in section D1.1, the following costs are Ineligible Costs and are therefore ineligible to be paid from the Funds:

- (a) All capital costs, including site preparation, removal of vegetation and construction costs, prior to confirmation in writing from the Province to the Recipient that site preparation, removal of vegetation or construction may begin or resume, as described in section A9.2;
- (b) Financing and financing charges, debt restructuring, loan interest payments bank fees, and legal fees including those related to easements;
- (c) Costs associated with operating expenses for assets and regularly scheduled maintenance work;
- (d) Costs of relocating entire communities;
- (e) Planning costs, if not tied to a capital project (i.e., planning-only project submitted);

- (f) Land acquisition; leasing land, buildings and other facilities; real estate fees and related costs;
- (g) Leasing equipment other than equipment directly related to the construction of the Project;
- (h) Costs related to furnishing and non-fixed assets which are not essential for the operation of the asset/Project;
- (i) Any overhead costs, including salaries and other employment benefits of any employees of the Recipient, any direct or indirect operating or administrative costs of the Recipient, and more specifically any costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by the Recipient's staff;
- (j) Any goods and services costs which are received through donations or in kind;
- (k) Provincial sales tax, goods and services tax, or harmonized sales tax; and
- (l) Any costs eligible for rebates.

SCHEDULE "E"

MILESTONE PAYMENT PLAN

E1.0 MILESTONE PAYMENTS

E1.1. The table below sets out the milestones and, if the conditions for achieving the milestone are met, the amount that the Recipient is entitled to be paid in connection with the completion of that milestone, subject to the Recipient's compliance with the terms of the Agreement, calculated as a percentage of the Maximum Funds.

PAYMENT MILESTONE	PAYMENT AMOUNT	REQUIRED REPORTS (see Schedule "F" for more detail)
Milestone 1: Execution of the Agreement.	25% of the Maximum Funds.	<p>The following documentation is required prior to execution of the Agreement:</p> <ul style="list-style-type: none"> • Municipal by-law as described in section A2.2(b), and • Initial Project Report as described in Schedule "F". • Any other reporting requested by the Ministry.
Milestone 2: Subject to the terms and conditions of this Agreement, following the receipt, to the satisfaction of the Province, of the Construction Contract Award Documentation and Spring 2025 or Fall 2025 Project Progress Report.	<p>Up to 60% of the Maximum Funds.</p> <p>The payment amount is subject to the adjustments set out in section A4.2(c).</p>	<ul style="list-style-type: none"> • Construction Contract Award Documentation, • Spring 2025 or Fall 2025 Project Progress Report, including a revised expenditure forecast, and • Any other reporting requested by the Ministry.
Milestone 3: Subject to the terms and conditions of this Agreement, following the receipt, to the satisfaction of the	Release of Holdback as defined in section A4.9: Up to 15% of the Maximum Funds.	<ul style="list-style-type: none"> • Final Report, • Compliance with the Financial Information Return (FIR); • Compliance audit documentation if

Province, of the Final Report.	The payment amount is subject to the reconciliation and adjustments set out in sections A4.2(c) and A4.10.	<p>required by the Province, and</p> <ul style="list-style-type: none"> Any other reporting requested by the Ministry.
--------------------------------	--	---

SCHEDULE “F” REPORTING REQUIREMENTS

F1.0 DOCUMENTATION REQUIRED FOR EXECUTION OF THE AGREEMENT

Name of Document	Description	Submission Timeframe
Initial Project Report	Recipient’s forecast of timelines and costs (expenditure forecast) to Project completion.	Within two weeks of being sent by the Province and prior to execution of the Agreement.
Council By-Law	Municipal by-law as described in section A2.2(b).	Prior to execution of the Agreement.
Executed Agreement	The executed Agreement between the Province and Recipient.	Required for Milestone 1 payment.

F2.0 REPORTS

F2.1 Reporting Requirements. The Recipient will submit to the Province the following Reports in a format to be provided by the Province and in accordance with the timelines below.

Required Documentation	Description	Submission Timeframe
Construction Contract Award Documentation	A report from council including a resolution or by-law recognizing the awarding of the Project construction contracts following tender.	<p>This documentation is due within 60 Business Days of awarding the Project construction contracts that account for the bulk of the construction work and must be awarded no later than September 30, 2026.</p> <p>Required for Milestone 2 payment.</p>
Project Progress Report	<p>A report that includes:</p> <ul style="list-style-type: none"> • an update on the Project’s status and signage status; • Revised expenditure forecast, which must be based on contracts awarded to complete the Project; • interest earned on the Funds; and 	<p>Project Progress Reports are required twice per calendar year, in the Spring and Fall, for the duration of the project.</p> <p>This Report is due within 30 Business Days of a written notice from the Province unless otherwise indicated by the Province.</p>

	<ul style="list-style-type: none"> any other information as requested by the Province. 	A Project Progress Report is required for the Milestone 2 payment.
Final Report	A report that summarizes the Project's final timelines, costs, project and signage photos, and outcomes, and includes the information required under the Project Progress Reports.	<p>This Report is due within 60 Business Days of the Project Completion Period.</p> <p>Required for Milestone 3 payment.</p>
Other Reports	Reports with such content as may be requested by the Province, which may include an Indigenous Consultation Record.	Within the timeframe requested in a written notice from the Province.

F3.0 COMPLIANCE AUDIT

- F3.1 **Financial Information Return.** Without limiting the generality of Article A7.0 (Reports, Accounting, and Review), the Recipient must have submitted Financial Information Returns (FIR) for the preceding two fiscal years.
- F3.2 **Financial Information Return Compliance.** If the Recipient does not submit the FIR in accordance with F3.1, without limiting the Province's rights under Article A13.0, the Province will suspend the payment of Funds until the FIR are satisfactorily completed.
- F3.3 **Compliance Audit.** Without limiting the generality of Article A7.0 (Reports, Accounting, and Review), the Recipient may be required to engage the services of an external auditor to conduct a final compliance audit upon reaching the project completion date.

Additional compliance audits may be conducted by the Province at its sole discretion, for which the Recipient shall assist and disclose any information requested by any independent auditor.

- F3.4 **Requirements of Compliance Audit.** Each compliance audit will be conducted in accordance with Canadian Generally Accepted Auditing Standards, as adopted by the Canadian Institute of Chartered Accountants, applicable as of the date on which a record is kept or required to be kept under such standards. In addition, each compliance audit will assess the Recipient's compliance with the terms of the Agreement and will prepare a report that addresses, without limitation:

- (a) whether the Funds were spent in accordance with the Agreement;
- (b) the progress or state of completion of the Project;
- (c) whether the financial information the Recipient provided to the Province was complete, accurate, and provided in a timely manner;
- (d) whether the Recipient's information and monitoring processes and systems are adequate to carry out its obligations under the Agreement;
- (e) the Recipient's overall management and administration of the Project;
- (f) recommendations for improvement or redress of non-compliance of the terms of the Agreement by the Recipient; and
- (g) whether the Recipient took timely corrective action on any prior audit findings, if any.

SCHEDULE “G” COMMUNICATIONS PROTOCOL

G1.0 DEFINITIONS

G1.1 **Definitions.** For the purposes of this Schedule “G” (Communications Protocol):

“**Joint Communications**” means events, news releases, and signage that relate to the Agreement that are not operational in nature, and that are collaboratively developed and approved by the Province and the Recipient.

“**Communications Activities**” means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products, and all related communication materials under the Agreement.

“**Contentious Issues**” means matters that are, or may reasonably be expected to be, of concern to the Legislative Assembly or the public, or are likely to result in inquiries being directed to the Minister or the provincial government.

Contentious Issues may be raised by:

- Members of the Legislative Assembly
- The public
- Media
- Stakeholders
- Service delivery partners

G2.0 PURPOSE

G2.1 **Purpose.** This communications protocol outlines the roles and responsibilities of each of the Parties to the Agreement in respect of Communications Activities related to the Project.

G2.2 **Guidance.** This communications protocol will guide all planning, development and implementation of Communications Activities with a view to ensuring efficient, structured, continuous, consistent, and coordinated communications to the public.

G2.3 **Application to Communications Activities.** The provisions of this communications protocol apply to all Communications Activities related to the Agreement and the Project.

G3.0 GUIDING PRINCIPLES

- G3.1 **Information to public.** Communications Activities undertaken through this communications protocol should ensure that the public are informed about the Project's benefits, including the ways in which the Project helps improve their quality of life.
- G3.2 **Factors to Consider.** The scale and scope of Communications Activities undertaken for any Project will take into consideration the financial value, scope and duration of the Project and the feasibility of Joint Communications for such Communications Activities.
- G3.3 **Deficiencies and Corrective Actions.** The Province will communicate to the Recipient any deficiencies or corrective actions, or both, identified by the Province or, as applicable, the Committee.
- G3.4 **Approval of Communications Material.** The announcement or publication of the Project must be approved by the Parties prior to being carried out.
- G3.5 **Costs of Communication Activities.** With the exception of advertising campaigns outlined in Article G.9.0 (Advertising Campaigns), the costs of Communication Activities and signage will follow the eligibility rules established in Schedule "D" (Eligible and Ineligible Costs).

G4.0 JOINT COMMUNICATIONS

- G4.1 **Subject Matter.** The Parties may have Joint Communications about the funding and status of the Project, including recognition of key project milestones.
- G4.2 **Prior Knowledge and Agreement.** Joint Communications in respect of the Project should not occur without the prior knowledge and agreement of the Parties.
- G4.3 **Recognition of the Province's Contributions.** All Joint Communications material must be approved by the Province and will recognize the Province's contribution to the Project.
- G4.4 **Notice and Timing.** The Recipient and the Province may request Joint Communications. The Party requesting the Joint Communications will provide at least 15 Business Days' notice to the other Party. If the Communications Activity is an event, it will take place at a date and location mutually agreed to by the Parties.
- G4.5 **Participation and Representatives.** The Party requesting a Joint Communications will provide the opportunity for the other Party to choose to

participate and, if they do so choose, their own designated representative (in the case of an event).

- G4.6 **English and French.** The Province has an obligation to communicate in English and French. Communications products related to events must be bilingual in many instances. In such cases, the Province will provide the translation services and final approval on products.

G5.0 INDIVIDUAL COMMUNICATIONS

- G5.1 **The Province's Obligations.** Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that the Province has the right to communicate information to Ontarians about the Agreement and the use of Funds to meet its legislated and regulatory obligations through their respective own Communications Activities.
- G5.2 **Restrictions.** Each Party may include an overview in respect of the Project in their own Communications Activities. The Province and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities related to the Project and, if the communications are web- or social-media based, the ability to link to it.
- G5.3 **Publication.** The Recipient will indicate, in respect of the Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.
- G5.4 **Recognition in Documents.** In respect of the Project where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, the Recipient will clearly recognize the Province's respective financial contribution for the Project.
- G5.5 **Acknowledgement of Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will, in respect of the Project-related publications, whether written, oral, or visual, acknowledge the Province's support for the Project.

G6.0 OPERATIONAL COMMUNICATIONS

- G6.1 **Responsibility of Recipient.** The Recipient is solely responsible for operational communications in respect of the Project, including but not limited to calls for tender, contract awards, and construction and public safety notices.

G7.0 MEDIA RELATIONS

G7.1 **Significant Media Inquiry.** The Province and the Recipient will share information promptly with the other Party if significant media inquiries are received or if emerging contentious issues arise in respect of a Project. Significant media inquiries include, but are not limited to, contentious media requests where either or both the province and the recipient are implicated. Note that any media request that impacts or falls under the purview of the province (e.g., program guidelines, funding allocations) must be shared with each partner to determine who is best positioned to respond.

G8.0 SIGNAGE

G8.1 **Recognition of Funding Contribution.** The Parties agree that the Province and the Recipient may each have signage recognizing their funding contribution in respect of the Project.

G8.2 **Funding Recognition.** Unless otherwise agreed by the Province, the Recipient will produce and install a sign to recognize the funding contributed by the Province at the Project site in accordance with, as applicable, their current respective signage guidelines. Provincial sign design, content, and installation guidelines will be provided by the Province.

G8.3 **Notice of Sign Installation.** The Recipient will inform the Province of sign installations, including providing the Province with photographs of the sign once the sign has been installed.

G8.4 **Timing for Erection of Sign.** If erected, signage recognizing the Province's contributions will be installed at the Project site(s) 30 days prior to the start of construction, be visible for the duration of the Project, and remain in place until 90 days after construction is completed and the infrastructure is fully operational or opened for public use.

G8.5 **Size of Sign.** If erected, signage recognizing the Province's respective contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and will be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

G8.6 **Responsibility of Recipient.** The Recipient is responsible for the production and installation of Project signage, and for maintaining the signage in a good state of repair during the Project, or as otherwise agreed upon.

G9.0 ADVERTISING CAMPAIGNS

G9.1 **Notice of Advertising Campaigns.** Recognizing that advertising can be an effective means of communicating with the public, the Recipient agrees that the

Province may, at their own cost, organize an advertising or public information campaign in respect of the Project or the Agreement. However, such a campaign will respect the provisions of the Agreement. In the event of such a campaign, the Province will inform the Recipient of its intention no less than 21 Business Days prior to the campaign launch.

SCHEDULE “H”
INDIGENOUS CONSULTATION PROTOCOL

H1.0 INDIGENOUS CONSULTATION

- H1.1 Procedural Aspects of Consultation.** If consultation with Indigenous Communities is required, the Recipient agrees that:
- (a) the Province may delegate certain procedural aspects of the consultation to the Recipient; and
 - (b) the Province will provide the Recipient with an initial list of the Indigenous Communities the Recipient will consult.
- H1.2 Development of Indigenous Consultation Plan.** The Province, based on the scope and nature of the Project, may require the Recipient, in consultation with the Province, to develop and comply with an Indigenous consultation plan (“**Indigenous Consultation Plan**”).
- H1.3 Provision of Plan to Province.** If, pursuant to section H1.2, the Province provides Notice to the Recipient that an Indigenous Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Indigenous Consultation Plan.
- H1.4 Changes to Plan.** The Recipient agrees that the Province, in its sole discretion and from time to time, may require the Recipient to make changes to the Indigenous Consultation Plan.
- H1.5 Requirement for Indigenous Consultation Record.** If consultation with an Indigenous Community is required, the Recipient will maintain an Indigenous Consultation Record and provide such record to the Province, and any update to it, as part of its reporting to the Province pursuant to section F2.1.
- H1.6 Notification to and Direction from the Province.** The Recipient will immediately notify the Province:
- (a) of contact by Indigenous Communities regarding the Project; or
 - (b) of any Indigenous archaeological resources that are discovered in relation to the Project,

and, in either case, the Recipient agrees that the Province may direct the Recipient to take such actions as the Province may require. The Recipient will comply with the Province's direction.

H1.7 **Direction from the Province and Contracts.** In any Contract, the Recipient will provide for the Recipient's right and ability to respond to direction from the Province as the Province may provide in accordance with section H1.6.



STAFF REPORT TO COUNCIL

Report No: BP-2025-14

May 26, 2025

From: Jacob Rheaume, Director of Building, By-law & Planning

RE: **ZONING BY-LAW AMENDMENT No. Z-03-2025**

Applicant: Carole JOANETTE
3805 County Road 45, Alexandria, ON, K0C 1A0
Kenyon Con 2, East Part Lot 4

Recommended Motion:

THAT the Council of the Township of North Glengarry adopt Zoning By-Law No. Z-03-2025; and

THAT By-law No. Z-03-2025 be read a first second and third time and enacted in open Council this 26th day of May 2025.

Background / Analysis:

A zoning amendment application was presented during a public meeting of planning on May 12, 2025.

The purpose of the Zoning By-Law Amendment is to re-zone the “rural-portion” of property from Rural (RU) to Rural Special Exception (RU-24) to permit a secondary dwelling (semi-detached dwelling) on the subject lands.

The application was circulated as per the planning act, being by regular mail, posted on the property and posted on the Township website. No questions or concerns from the public or other agencies have been brought forward.

The application is being presented this evening to the Council of The Township of North Glengarry for further discussion and adoption.

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 Z-03-2025
- Public Meeting of Planning Staff report from May 12th, 2025

Others Consulted:

n/a

Reviewed and Approved by:
Sarah Huskinson, CAO/Clerk

THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY

BY-LAW NO. Z-03-2025

BEING A BY-LAW TO AMEND ZONING BY-LAW NO. 39-2000

WHEREAS By-Law No. 39-2000 regulates the use of land and erection of buildings and structures within the Township of North Glengarry, United Counties of Stormont, Dundas & Glengarry;

AND WHEREAS the Council of the Corporation of the Township of North Glengarry deems it advisable to amend By-Law 39-2000 as hereinafter set forth;

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

1. Notwithstanding the provisions of Section 12.1 to the contrary, on the lands described as being Kenyon Con 2, East Part Lot 4; Parcel Identifier (PIN) 67107-0576 (3805 County Road 45, Alexandria, ON, K0C 1A0) of North Glengarry zoned Rural Special Exception (RU-24) on Schedule “A” attached hereto, the following provisions shall apply:
 - i) Rural Special Exception (RU-24):
 - To re-zone the “rural-portion” of property from Rural (RU) to Rural Special Exception (RU-24) to permit a secondary dwelling (semi-detached dwelling) on the subject lands.
2. That Schedule “A” of By-Law 39-2000 is hereby amended by changing the “RU” Zone Symbol on the subject lands to “RU-24” on the Schedule “A” hereto.
3. That Schedule “A” attached hereto is hereby made fully part of the By-Law.

This By-Law shall come into effect on the date of passing hereof subject to the provisions of the Planning Act.

READ a first, second, third time and enacted in Open Council, this 26th day of May 2025.

CAO/Clerk/Deputy Clerk

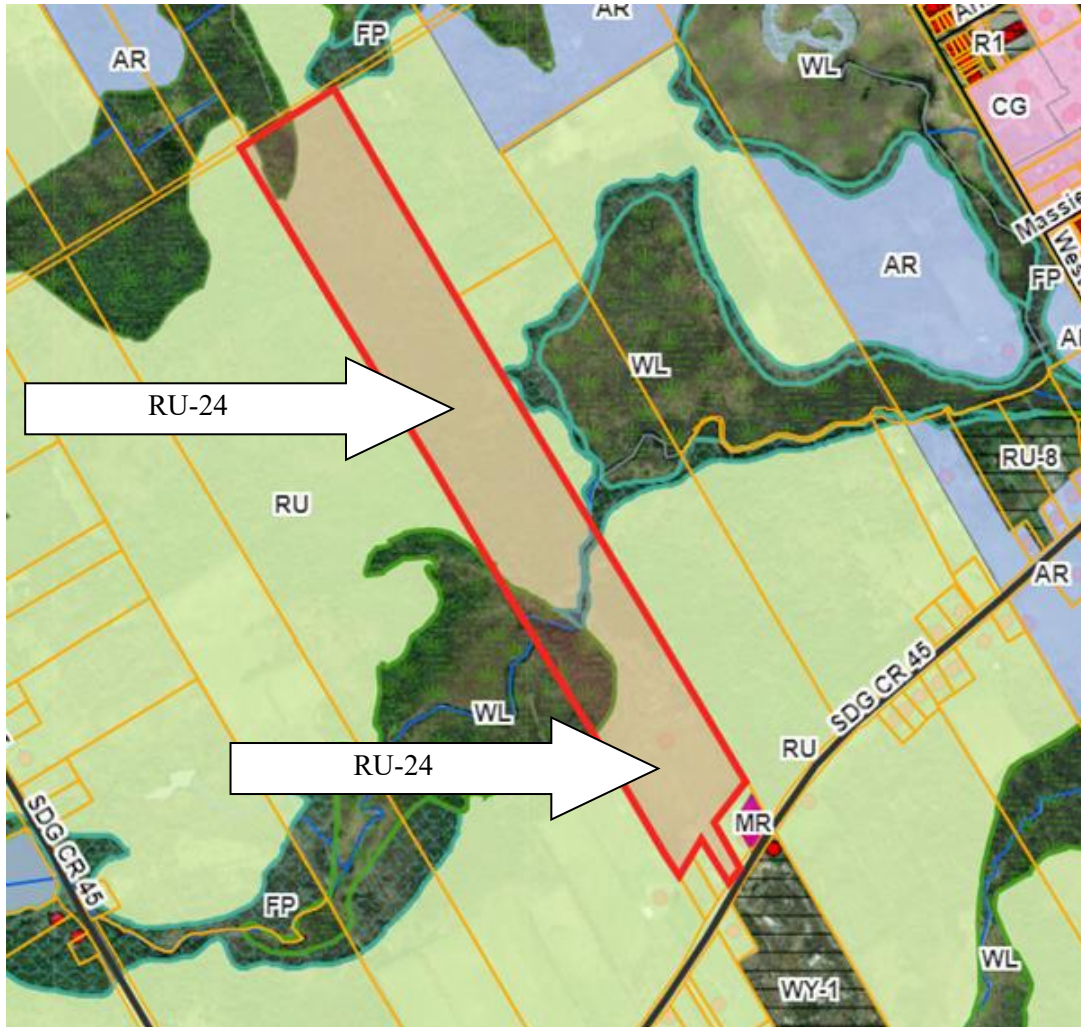
Mayor/Deputy Mayor

I, hereby certify that the forgoing is a true copy of By-Law No. Z-03-2025, duly adopted by the Council of the Township of North Glengarry, on the 26th day of May 2025.

Date Certified

Clerk / Deputy Clerk

Legend
Subject Lands
Zone Change from “RU” to “RU-24”



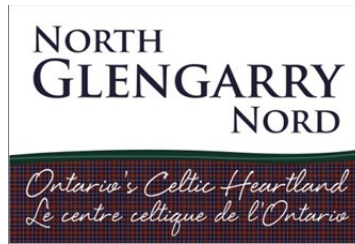
3805 County Road 45, Alexandria, ON, K0C 1A0
Kenyon Con 2, East Part Lot 4
Parcel Identifier (PIN) 67107-0576

Township of North Glengarry
United Counties of Stormont, Dundas & Glengarry

This is Schedule “A” to By-Law Z-03-2025.
Passed this 26th day of May 2025.

Mayor/Deputy Mayor

CAO/Clerk/Deputy Clerk



STAFF REPORT PUBLIC MEETING OF PLANNING

May 12, 2025

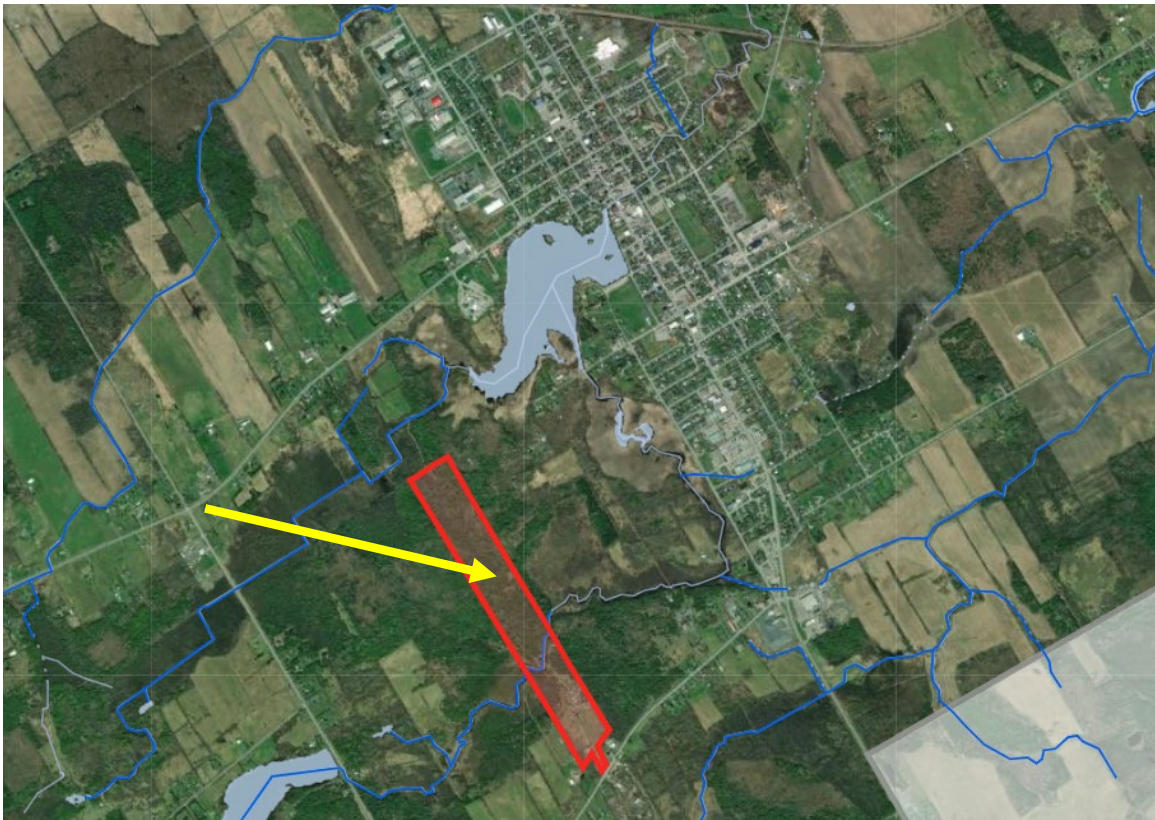
TO: Mayor and Council Members

FROM: Jacob Rheaume, Director of Building, By-law & Planning

RE: **Zoning By-law Amendment No. Z-03-2025**

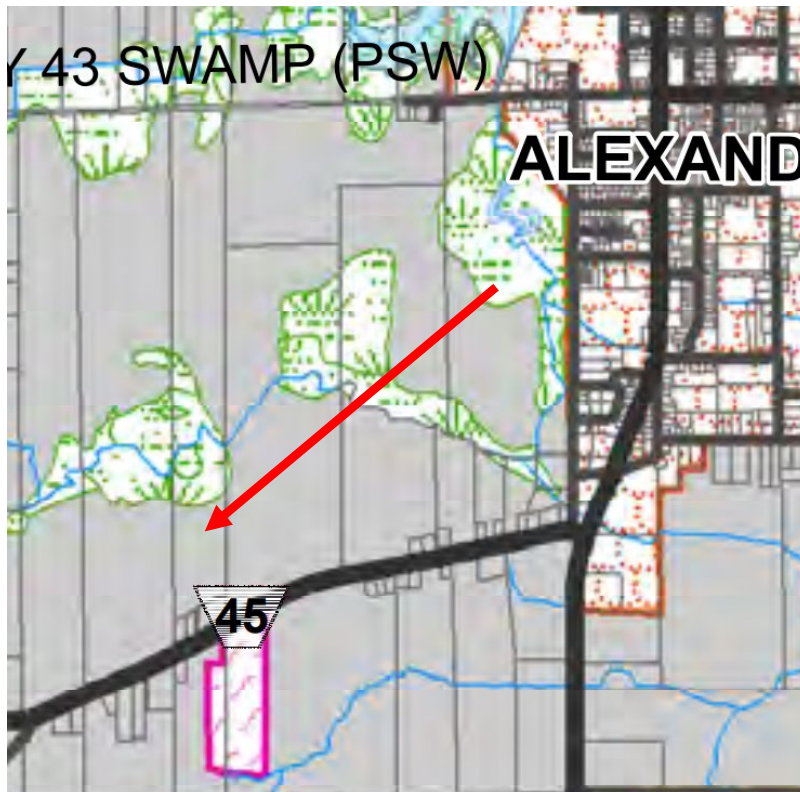
Owner: Carole JOANETTE

Location: 3805 County Road 45, Alexandria, ON, K0C 1A0
Kenyon Con 2, East Part Lot 4

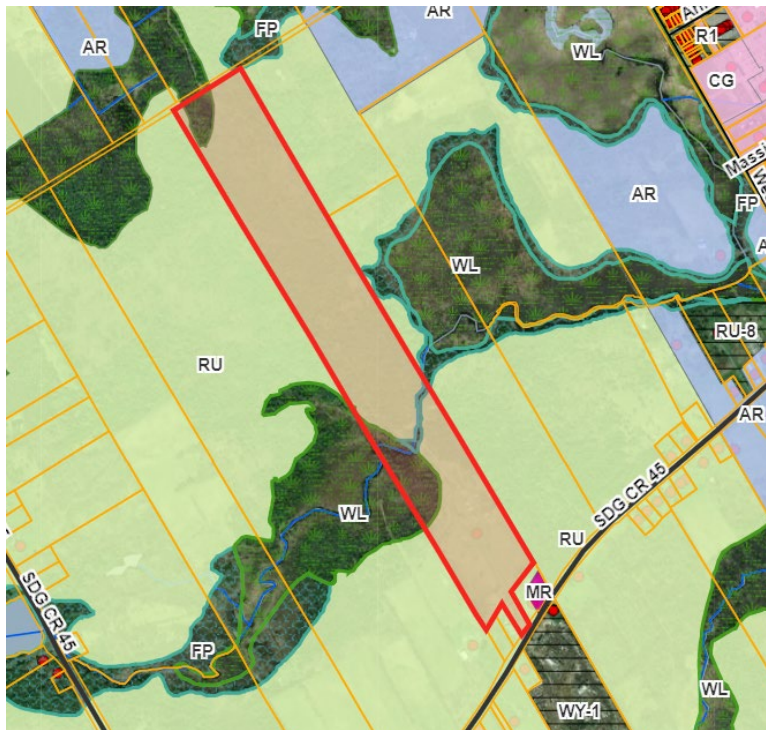




Official Plan designation: Rural District and Provincially Significant Wetland (PSW)



Zoning designation: Rural (RU) Floodplain (FP) and Wetland (WL) – Garry River / Mill Pond





Purpose of application:

THE PURPOSE of the Zoning By-Law Amendment is to re-zone the “rural-portion” of property from Rural (RU) to Rural Special Exception (RU-24) to permit a secondary dwelling (semi-detached dwelling) on the subject lands.

Discussion: the subject lands have frontage of approximately 32m on County Road 45 and a depth of approximately 1600m, of irregular shape widening behind neighboring properties, with an area of 80.54 acres. The Planning Department received a request from the applicant to rezone the property from Rural (RU) to Rural Special Exception (RU-24) to permit a secondary dwelling by way of a semi-detached building on the subject lands.

The current Rural Zoning permits only one (1) single detached dwelling and an accessory apartment, secondary dwellings are currently not permitted. As Council knows, these types of Zoning By-law Amendment are encouraged by the province’s new “Cutting Red Tape to Build More Homes Act” to increase the number of housing units everywhere in the province. In fact, Township’s staff is in the process of drafting a new comprehensive Zoning By-law which will increase the number of residential units that could be built on a residential property such as that one, meaning that in the near future, such a proposal would not require a ZBA.

The proposed semi-detached building would have an approximate ground floor area of 900 square feet per unit. There are no detailed site-plan or architectural plans done for the development at this time. The proposed dwelling will comply with the required setbacks in the zoning by-law for the Rural (RU) zone: front yard depth: 10m, interior side yard depth: 6m, and rear yard depth: 10m.

The new semi-detached would be constructed in the same location as the existing single family dwelling that will be demolished as it was destroyed by fire. As there is 100m setback required from the Wrecking Yard property line the existing location is compliant with setbacks from both the wetlands/river (15m) and the wrecking yard. The existing driveway is approximately 275m long.



The exact location for the new semi-detached dwelling and septic system are to be determined later. It would have its own private septic system and private water supply (existing). Both are of no concern from a planning, geological, environmental, nuisance, or building code standpoint. They will also use the same driveway and civic number.

The owner is aware the semi-detached building will not be eligible for any type of consent application to separate the ownership of the dwellings, they will always have to remain together on the same property.



Designs for the new dwelling have not been finalized at this time as the owners want to confirm the construction is allowed before investing in architectural/structural drawings, and septic designs. The new semi-detached dwelling will comply with our current Zoning By-law and will have to comply with the Ontario Building Code requiring a building permit.

A Site Plan Control Development Agreement will not be required for the development. Only a building permit will have to be obtained. The building permit will also deal with parking, pedestrian safety, minor neighborhood character details, drainage, grading, actual building size and location, setbacks, servicing, lighting, garbage collection, etc.

The SDG Counties engineer confirmed that access/entranceway to the secondary dwelling through the existing residential driveway on County Road 45 is deemed adequate.

We have received no comments or concerns from any agencies or members of the public, RRCA will have to be involved at the building permit stage to ensure the Wetlands/Floodplains setback and building location are compliant with their regulations.

The surrounding official plan designations include mostly Rural District with some PSW due to the proximity of Gary River crossing the property.

The surrounding zoning consists mostly of Rural (RU) zoning with mainly rural residential properties all around, with some Wetlands and Floodplains along Gary River. There is a mechanical garage (Rural Industrial) just East of the subject property and a wrecking yard (Gator Metals) South for which all required minimum setbacks will have to be complied with.

The surrounding uses includes mostly rural residential properties all around, plus the mechanical garage and the wrecking yard.



Planning Act

The Ontario Planning Act gives municipal Councils the authority to pass zoning by-laws, and make amendments to existing zoning by-laws, under Section 34 of the Act. The Planning Act also requires that in making planning decisions Council must have regard for matters of Provincial Interest. The Planning Act requires that Council's decisions must be consistent with the Provincial Policy Statement, and conforms with the Stormont, Dundas and Glengarry Official Plan which apply to the lands.

Provincial Policy Statement (2020)

The Provincial Policy Statement, also known as the "PPS", provides policy directions on matters of provincial interest related to land use planning and development. It aims to provide for appropriate development while protecting resources of provincial interest, public health and safety, and the quality of the natural and built environment.

Section 1.1.1 supports Healthy, livable and safe communities by promoting efficient development and land use patterns which sustain the financial well-being of the Province and municipalities over the long term, accommodate an appropriate affordable and market-based range and mix of residential types, (including single-detached, semi-detached, additional residential units, multi-unit housing, affordable housing and housing for older persons) and avoiding development and land use patterns which may cause environmental or public health and safety concerns.

2.3.3.1 In prime agricultural areas, permitted uses and activities are: agricultural uses, agriculture-related uses and on-farm diversified uses. Proposed agriculture-related uses and on-farm diversified uses shall be compatible with, and shall not hinder, surrounding agricultural operations. Criteria for these uses may be based on guidelines developed by the Province or municipal approaches, as set out in municipal planning documents, which achieve the same objectives.

Secondary dwelling units in agricultural areas are consistent with the Provincial Policy Statement 2020.

SDG Counties Official Plan (2024)

The SDG Counties Official Plan permits dwellings and secondary dwellings in Agricultural Resource Lands. SDG Counties planning Staff have confirmed the application conforms to the SDG Counties Official Plan. They were notified of the proposed Zoning Amendment and offered no comments or concerns regarding the proposed application.

In conclusion, based on the criteria above, the proposed zoning amendment conforms to the relevant policies of the United Counties of Stormont Dundas and Glengarry's Official Plan, it is consistent with Provincial Policy Statement and compliant with the Township of North Glengarry Zoning By-law No. 39-2000. It also promotes the efficient use of land, and it is deemed appropriate for the subject lands.

THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY

Public Meeting of Planning

Minutes

Monday February 24 2025

5:30pm

Council Chamber

3720 County Road 34

Alexandria, On. K0C 1A0

PRESENT: Mayor: Jamie MacDonald
Deputy Mayor: Carma Williams
Councillor (At Large) - Jacques Massie
Councillor (Kenyon Ward) - Jeff Manley
Councillor (Alexandria Ward) - Michael Madden
Councillor: Brian Caddell
Councillor: Gary Martin

ALSO PRESENT: CAO/Clerk - Sarah Huskinson
Director of Building, By-law & Planning - Jacob Rhéaume
Deputy Clerk: Jena Doonan

1. DISCLOSURE OF CONFLICT OF INTEREST

2. ACCEPT THE AGENDA (Additions/Deletions)

Resolution No. 1

Moved By: Carma Williams

Seconded By: Jacques Massie

THAT the Council of the Township of North Glengarry accepts the Public Meeting of Planning Agenda of Monday February 24, 2025.

Carried

3. RATIFY MINUTES

Resolution No. 2

Moved By: Jacques Massie

Seconded By: Jeff Manley

THAT the Council of the Township of North Glengarry accepts the minutes of the Public Meeting of Planning of Monday January 13 2025.

Carried

4. SITE PLAN DEVELOPMENT AGREEMENT & ZONING AMENDMENTS

SPDA: By-law No.4

Owner: GRANT CASTLE CORP (MacEwen Petroleum)

56 Mechanic Street West, Maxville

Parcel Identifier (PIN) 671030378 – Roll No. 011101400064600

LT 5 W OF MAIN ST AND N OF RAILWAY BLK D PL 32; LT 6 W OF MAIN ST AND N OF RAILROAD BLK D PL32; LT 7 W OF MAIN ST AND N OF RAILWAY BLK D PL 32; LT 8 W OF MAIN ST AND N OF RAILWAY BLK D PL 32; LT 9 W OF MAIN ST AND N OF RAILWAY BLK D PL 32; LT 10 W OF MAIN ST AND N OF RAILROAD BLK D PL 32; LT 11 W OF MAIN ST AND N OF RAILROAD BLK D PL 32; PT LT 1 W OF MAIN ST AND N OF RAILROAD BLK G PL 32; PT LT 2 W OF MAIN ST AND N OF RAILWAY BLK G PL 32; PT LT 3 W OF MAIN ST AND N OF RAILWAY BLK G PL 32; PT LT 4 W OF MAIN ST AND N OF RAILWAY BLK G PL 32; PT LT 5 W OF MAIN ST AND N OF RAILROAD BLK G PL 32; PT PRINCESS ST PL 32 CLOSED BY AR6696; PT LT 1 W OF MAIN ST AND N OF RAILWAY BLK D PL 32; PT LT 2 W OF MAIN ST AND N OF RAILROAD BLK D PL 32; PT LT 3 W OF MAIN ST AND N OF RAILWAY BLK D PL 32; PT LT 4 W OF MAIN ST AND N OF RAILROAD BLK D PL 32; PT LT 12 W OF MAIN ST AND N OF RAILWAY BLK D PL 32; PT LT 11 CON 17 INDIAN LANDS KENYON PT 1, 2, 14R3366; NORTH GLENGARRY.

Purpose of application: to enter into a Site Plan Control Development Agreement between GRANT CASTLE CORP (MacEwen Petroleum) and the Corporation of the Township of North Glengarry to permit the development of a new two-storey head-office building of 1496m² and an 85-stalls parking lot for MacEwen Petroleum, located at 56 Mechanic Street West, Maxville, ON.

VERBAL COMMENTS

None received

WRITTEN COMMENTS

None received

The Clerk asked three times for comments from Council and members of the public in attendance.

b. Z-01-2025: North Glengarry BESS INC

Owner: NORTH GLENGARRY BESS Inc

Location: Skye Road, Dunvegan

Part East ½ Lot 30, Kenyon Concession 9; Part Lot 29 Kenyon Concession 9; Part

West ½ Lot 28, Kenyon Concession 9; 14R24 Part 2 & 4

Parcel Identifier (PIN) 671010176

Purpose of application: To re-zone the subject property from General Agricultural (AG) to General Agricultural Special Exception 257 (AG-257) to add “Battery Energy Storage System

(BESS)” as a permitted use within the General Agricultural (AG) zone to permit a Battery Energy Storage System (BESS) to be constructed on the property, and to add definition of a “Battery Energy Storage System” as

follows: “A system that captures energy produced at one time for use at a later time to reduce imbalances between energy demand and energy production, and is directly connected to the electrical grid”. Al to permit the development with a reduced front yard depth from the required 12m to the proposed 5.55m (compound fence line).

VERBAL COMMENTS

None received

WRITTEN COMMENTS

None received

The Clerk asked three times for comments from Council and members of the public in attendance.

c. Z-02-2025: H&I Enterprises

Owner: H & I ENTERPRISES (HERBS TRAVEL PLAZA)

Location: 21160 Service Road, Vankleek Hill

Parcel Identifier (PIN) 67162-0082 – Roll No. 0111 016 019 56500

Lochiel Concession 9, Part Lots 22 & 23; 14R2633 Part 1; 14R529 Part 1

Purpose of application: Purpose of application: to re-zone the subject property from General Agricultural (AG) to

General Agricultural Special Exception 258 (AG-258) to add the following permitted uses within the General Agricultural (AG) zone to permit the expansion of H & I ENTREPRISES - Herbs Travel Plaza Service Center:

- Accessory Dwelling (s)
- Automobile Sales Establishment
- Automobile Service Center
- Car & Truck Wash Facility
- Catering Establishment
- Commercial Garage
- Convenience Store
- Electric Vehicle Charging Stations
- Gas & Deisel Fueling Stations
- Hotel & Tourist Lodging
- Parking Lot
- Restaurant
- Secure Storage Compound

- Service Outlets
- Transportation Depot

The purpose of the Zoning

VERBAL COMMENTS

None received

WRITTEN COMMENTS

None received

The Clerk asked three times for comments from Council and members of the public in attendance.

- 5. OLD BUSINESS**
- 6. NEW BUSINESS**
- 7. NOTICE OF MOTION**
- 8. ADJOURNMENT**

Resolution No. 3

Moved By: Carma Williams

Seconded By: Jeff Manley

THERE being no further business to discuss, the Public Meeting of Planning was adjourned at 5:53 pm.

Carried

CAO/Clerk/Deputy Clerk

Mayor/Deputy Mayor

THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY

**BY-LAW 17-2025
FOR THE YEAR 2025**

**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 Monday May 26th 2025, 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 26th day of May 2025.

CAO/Clerk / Deputy Clerk

Mayor / Deputy Mayor

I, hereby certify that the forgoing is a true copy of By-Law No. 17-2025, duly adopted by the Council of the Township of North Glengarry on the 26th day of May 2025

Certified CAO/Clerk / Deputy Clerk

Date