



Tuesday, October 21st, 2008

2:30 p.m.

**Lanark Highlands Municipal Office - 75 George Street, Lanark, Ontario
Council Chambers**

**2:30 p.m. Committee of the Whole*

**5:30 p.m. Dinner Break*

**7:00 p.m. Council*

Chair, Deputy Mayor Bruce Horlin

1. CALL TO ORDER

2. DISCLOSURE OF PECUNIARY INTEREST & GENERAL NATURE THEREOF

3. APPROVAL OF MINUTES

Suggested Motion:

***"THAT,** the minutes of the Committee of the Whole Committee meeting held on October 7th, 2008 be approved as circulated."*

4. APPROVAL OF AGENDA

Suggested Motion:

***"THAT,** the agenda be adopted as presented."*

5. DELEGATIONS & PRESENTATIONS

None.

6. COMMUNICATIONS

- i) **08-10-17 Councillor Communication Package – cover sheet attached, page 6.**

Suggested Motion:

***"THAT,** the communication items for the October 21st, 2008 Committee of the Whole meeting be received for information only."*

7. REPORTS

- i) **Report #CAO-XX-2008 Appeal of Payment of Development Charge – Wilf Hall – *to be distributed at the meeting.***
Tom Derreck, Chief Administrative Officer.

- ii) **Report #CAO-04-2008 Savings Achieved During Absence of CAO & Clerk in First Half of 2008 – *attached, page 9.***
Tom Derreck, Chief Administrative Officer.

Suggested Motion:

“THAT, Report #CAO-04-2008, concerning savings realized during the interim between the departures of the former CAO and Clerk and the arrival of their replacements in 2008, be received and filed for information.”

- iii) **Report #PD-13-2008 Development Agreement (Lacroque) – *attached, page 11.***
**Part Lot 16, Concession 2, Geographic Township of Dalhousie
Consent Application #B08/056**
Janie Laidlaw, Planning Assistant.

Suggested Forthwith Motion:

“THAT, Council adopt a By-Law to enter into a development agreement with Keith and Carrie Larocque (Part Lot 16, Concession 2, Geographic Township of Dalhousie, Consent Application #B08/056);

AND THAT the said By-law be presented to Council on October 21st, 2008.”

- iv) **Report #PD-14-2008 Development Agreement (Lacroque) – *attached, page 17.***
**Part Lot 16, Concession 2, Geographic Township of Dalhousie
Consent Application #B08/057**
Janie Laidlaw, Planning Assistant.

Suggested Forthwith Motion:

“THAT, Council adopt a By-Law to enter into a development agreement with Keith and Carrie Larocque (Part Lot 16, Concession 2, Geographic Township of Dalhousie, Consent Application #B08/056);

AND THAT, the said By-Law be presented to Council on October 21st, 2008.”

- v) **Sewer & Water Technical Advisory Committee: Project Contingency Recommendation – *to be distributed at the meeting.***
Art Knowles, Project Manager.

vi) **OP Review:** Initial Public Meetings (verbal).
Amanda Maboo, Clerk/Deputy CAO.

a) Schedule.

Monday, November 17th, 2008

5:00 p.m. – 6:00 pm. Contractors Only
Middleville Community Centre

7:00 p.m. – 9:00 p.m. Public Meeting
Middleville Community Centre

Monday, November 24th, 2008

7:00 p.m. – 9:00 p.m. Public Meeting
Cedar Cove Campground, White Lake

Monday, December 1st, 2008

7:00 pm. – 9:00 p.m. Public Meeting
Watson's Corners Community Centre

Saturday, January 17th, 2009

10:00 a.m. – 12:00 p.m. Public Meeting
Municipal Office, Council Chambers

b) Notification to Residents.

Council requested staff to prepare a proposal to reach the majority of residents for notification of the OP Review – Initial Public Meetings.

Flyers

8 ½ x 11
One Sided
\$0.10/copy, including tax (approx.)
4,000 copies (approx.) – Residents
200 Copies (approx.) – Contractors \$420

Mail Out of Flyer

\$0.52 per stamp
\$42.99 per Envelopes/Labels x 2
4,000 copies (approx.) – Residents
200 Copies (approx.) – Contractors \$2,400

Post on Website \$0

Advertise in Local Papers

Run Weekly Notices until Last Meeting
(approx. 11 weeks, excluding the weeks of
Christmas & New Years)

- Municipal Matters - Weekenders \$0
(included in weekly Corporate space)
- Lanark Era \$1,180
(approx. 11 weeks at \$107/week)

Media Releases

Send to local papers, radio stations, etc. \$0

TOTAL \$4,000

**c) Input from Councillors about their OP Related Concerns/Changes/
Suggestions (verbal).**

*(Councillors are requested to bring a written copy of their
Concerns/Changes/Suggestions)*

8. IN-CAMERA ITEMS

None.

9. NEW/OTHER BUSINESS

None.

10. DEFERRED ITEMS

**The following items will be discussed at the next and/or future meeting:*

- *None.*

11. ADJOURNMENT

COMMUNICATIONS

COUNCILLOR COMMUNICATION PACKAGE

October 17th, 2008

1. **RVCA Media Release:** Central Frontenac Celebrates New Bridge and Trail at Meisel Woods Conservation Area – *attached, page 3.*
2. **RVCA Media Release:** Conservation Awards Gala Evening Highlights Community Work – *attached, page 4.*
3. **The Ontario Rural Council (TORC):** Economies in Transition: Leveraging Cultural Assets for Prosperity – *attached, page 6.*
4. **FCM Members Advisory:** Statement by FCM President on the Federal Election – *attached, page 7.*
5. **Trends, Opportunities & Priorities – Lanark/Renfrew:** 2008/2009 Calendar of Events – *attached, page 9.*
6. **Municipal Matters:** Week of October 3rd – *attached, page 10.*
7. **Municipal Matters:** Week of October 17th - *attached, page 11.*
8. **Middleville News:** July 2008 – *attached, page 12.*
9. **Minor Amendment Inspection Mazinaw-Lanark Forest 2006-2026 Forest Management Plan** – *attached, page 20.*
10. **AMO Office of the President:** 2007 Annual Report – *attached, page 21.*
(A full copy of the report is available from the Clerk's Office for review)
11. **MPAC:** 2008 Assessment Update Information Kit – *attached, page 23.*
(The information kit is available from the Clerk's Office for review)
12. **AMCTO Express:** October 6th, 2008 – *attached, page 25.*
 - What's Happening at Queen's Park
 - Deadline Approaching for Infrastructure Funding Applications
 - PSAB/Asset Management Developments
 - Ombudsman Explains Closed Meeting Rules
 - New Accessibility Website Launched New Support for Lottery Licensing Administration
13. **Ministry of Agriculture, Food and Rural Affairs:** 2008 Premier's Award for Agri-Food Innovation Excellence – *attached, page 27.*
(A full copy of the submission package is available for review from the Clerk's Office)
14. **County of Lanark:** Public Information Centre for the Draft Community Forest Recreation Policy – *attached, page 29.*

15. **LAS Communication FYI No. 08-006:** LAS Municipal Energy Management Benchmarking Project – *attached, page 32.*
16. **AMO Alert No. 08/045:** Proposed Amendments to Facilitate Brownfield Redevelopment – *attached, page 34.*
17. **Investing in Ontario Act** – *attached, page 36.*

REPORTS

**THE CORPORATION OF THE
TOWNSHIP OF LANARK HIGHLANDS**

COMMITTEE OF THE WHOLE

October 21st, 2008

Report #CAO-04-2008
of the CAO

**SAVINGS ACHIEVED DURING THE ABSENCE OF THE CAO & CLERK
IN THE FIRST HALF OF 2008**

RECOMMENDATION

“**THAT**, the report from the CAO, #CAO-04-2008, concerning savings realized during the interim between the departures of the former CAO and Clerk and the arrival of their replacements in 2008, be received and filed for information.”

BACKGROUND

Council requested the CAO to provide an overview of the savings experienced by the township during the period in 2008 following the departure of the former CAO and the municipal Clerk and the recruitment and start dates of their successors.

DISCUSSION

The CAO requested and the Township Treasurer provided the following figures;

CAO

Unpaid Salary & Benefits
March through June/08 \$32,747.45

Less

CAO Search Costs & Related Expenses \$22,726.97

CAO Savings \$10,020.48

CLERK

Unpaid Salary & Benefits
April 28 to July 28.08 \$15,619.21

Less

Clerk Search Costs & Related Expenses \$4,226.98
M. Kirkham extended medical \$ 555.00

M. Kirkham Planning Services	\$1,393.00
Overtime – J. Laidlaw	\$2,165.12
Overtime – L. Cordick	<u>\$2,137.78</u>
	\$10,477.88

Clerk Savings \$5,141.33

TOTAL SAVINGS:	
CAO	\$10,020.48

CONCLUSIONS

The ‘related expenses’ referred to by the Treasurer is comprehensive and includes consultant costs, advertising, all meetings, meals, mileage and ancillary expenses related to the recruitment of a new CAO and Clerk - as well as approximately \$4,100 paid to the Mayor in compensation for his services in coordinating and keeping administrative operations working during the vacancy of those two offices.

Had only an interim CAO only (without an interim Clerk) been in service during that time, the Township might reasonably have expected to pay \$5,000 a month - or approximately \$20,000 to \$25,000 - if a qualified and capable individual could have been found who’d be willing to do it.

That the administration functioned as effectively as it did without either a CAO or a Clerk on board (in this case a combined departure of 35 years of municipal management experience and community and professional knowledge) is a tribute to the exceptional quality and dedication of the Township’s staff, the Mayor’s organizational and leadership skills, and the Council’s overall cooperation and corporate stewardship.

**THE CORPORATION OF THE
TOWNSHIP OF LANARK HIGHLANDS**

COMMITTEE OF THE WHOLE

October 21st, 2008

Report #PD-13-2008
of the Planning Department

**DEVELOPMENT AGREEMENT
LAROCQUE**

**PART LOT 16, CONCESSION 2, GEOGRAPHIC TOWNSHIP OF DALHOUSIE
CONSENT APPLICATION B08/056**

STAFF RECOMMENDATION(S)

“**THAT**, Council adopt a By-law to enter into a development agreement with Keith and Carrie Larocque (Part Lot 16, Concession 2, Geographic Township of Dalhousie);

AND THAT the said By-law be presented to Council on October 21st, 2008.”

BACKGROUND

A consent application (B08/056) was submitted to the Land Division Committee for the County of Lanark for the purpose of severing a parcel of land more particularly described as Part Lot 16, Concession 2, Geographic Township of Dalhousie.

The Land Division Committee granted provisional consent on July 28th, 2008 subject to the fulfillment of various conditions.

Conditions No. 5 and 6 state that the applicant enter into a development agreement with the Township of Lanark Highlands, the wording of which shall be satisfactory to the Township and the Conservation Authority to implement mitigative measures regarding future development and organic soils and to implement mitigative measures to protect and recognize the abandoned cemetery.

DISCUSSION

The applicant has met all other conditions; therefore entering into a development agreement would allow the applicant to complete the above noted consent.

OPTIONS CONSIDERED

- 1. Do nothing.

This option would prevent finalization of the consent application and, without purpose, prevent the development from being completed.

- 2. Adopt a By-law to enter into a Development Agreement.

This option would meet the Land Division Committee’s provisional consent conditions and permit the severance and subsequent land development to proceed.

FINANCIAL IMPLICATIONS

None, all costs incurred by the Township in connection with the preparation, execution and registration of this agreement will be paid by the Developer.

CONCLUSIONS

Option # 2 is recommended for the reasons stated in the report.

ATTACHMENTS

- i) Proposed Development Agreement.

Prepared and Submitted By:



**Janie Laidlaw,
Planning Assistant**

Approved for Submission By:



**Amanda Mabo,
Clerk/Deputy CAO**



**Tom Derreck,
Chief Administrative Officer**

DEVELOPMENT AGREEMENT

THIS AGREEMENT made in duplicate this _____ day of _____, 2008

BETWEEN: **Keith and Carrie Larocque,**
 Hereinafter called the "Developer" **OF THE FIRST PART**

AND: **The Corporation of the Township of Lanark Highlands,**
 Hereinafter called the "Township" **OF THE SECOND PART**

WHEREAS, the developer is the owner(s) of lands described in Schedule "A", attached hereto, which are hereinafter referred to as the subject lands;

AND WHEREAS, consent application B08/056 was submitted to the Land Division Committee for the County of Lanark for the purpose of severing a parcel of land more particularly described in Schedule "A" attached hereto;

AND WHEREAS provisional consent was granted by the Land Division Committee in its decision dated July 28th, 2008 subject to the fulfillment of various conditions;

AND WHEREAS, the Developer is desirous of fulfilling the aforementioned conditions by entering into an agreement with the Township for registration on title to the subject lands and premises;

AND WHEREAS, Section 53 (12) and 51 (26) of the *Planning Act, R.S.O. 1990, Chapter P. 13*, as amended, provides that every municipality may enter into agreements imposed as a condition to the approval of an application for consent and the agreements may be registered against the land to which it applies and the municipality is entitled to enforce the provisions of it against the owner and, subject to the *Registry Act* and the *Land Titles Act*, any and all subsequent owners of the land;

NOW THEREFORE THIS AGREEMENT WITNESSETH, that in consideration of the sum of TWO (\$2.00) DOLLARS paid by the Developer to the Township, the receipt of which is hereby acknowledged and in consideration of the mutual covenants hereinafter expressed, the parties hereto agree as follows:

1/ THAT the Developer agrees:

THAT, a minimum 30 metre setback from the tributary shall be maintained for future structures and a septic system.

THAT the existing shoreline vegetative buffer shall be retained to a minimum depth of 15 metres, along the tributary.

THAT natural drainage patterns on the site shall be not be substantially altered, such that additional run-off is directed into the tributary or onto adjacent properties.

THAT if during the process of development archeological remains be uncovered, the developer or their agents should immediately notify the Archaeology Section of the Ontario Ministry of Culture.

THAT in the event that human remains are encountered during construction, the developer should immediately contact both the Ministry of Culture and the Registrar or Deputy Registrar of the Cemeteries Regulation Unit of the Ministry of Consumer and Commercial Relations.

2/ ALL COSTS, incurred by the Township in connection with the preparation, execution and registration of this agreement shall be paid by the Developer.

3/ IF THE, Developer fails or refuses for any reason to comply with any requirement of this agreement, the Developer shall be in default and the Township may on seven (7) days notice require the Development to remedy the default, failing with the Township may, without further notice and without prejudice to any other rights and remedies available to it, do such thing and perform such work as is necessary to rectify the default and recover the expense incurred in doing it by action or in like manner as municipal taxes in accordance with the provisions of Section 326 of the *Municipal Act*, as required.

4/ THIS AGREEMENT, be registered against the title of the subject lands described in Schedule "A" attached hereto and shall be binding upon and ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns and the Township shall be entitled to enforce the provisions against the Developer and all subsequent owners of the lands.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date of the first above written.

SIGNED, SEALED and DELIVERED)

in the presence of)

Keith Larocque

WITNESS as to the signature of)
Keith Larocque)

Carrie Larocque

WITNESS as to the signature of)
Carrie Larocque)

**THE CORPORATION OF THE
TOWNSHIP OF LANARK HIGHLANDS
per:**

(seal)

Mayor, Bob Fletcher

Clerk, Amanda Mabo

SCHEDULE "A"

Development Agreement
(Keith and Carrie Larocque B08/056)

Description of Lands

Part Lot 16 Concession 2, geographic Township of Dalhousie, Municipality of
Lanark Highlands and County of Lanark

**THE CORPORATION OF THE
TOWNSHIP OF LANARK HIGHLANDS**

COMMITTEE OF THE WHOLE

October 21st, 2008

Report #PD-14-2008
of the Planning Department

**DEVELOPMENT AGREEMENT
LAROCQUE**

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The Land Division Committee granted provisional consent on July 28th, 2008 subject to the fulfillment of various conditions.

Condition No. 5 states that the applicant enter into a development agreement with the Township of Lanark Highlands, the wording of which shall be satisfactory to the Township and the Conservation Authority to implement mitigative measures regarding future development and organic soils.

DISCUSSION

The applicant has met all other conditions; therefore entering into a development agreement would allow the applicant to complete the above noted consent.

OPTIONS CONSIDERED

- 1. Do nothing.

This option would prevent finalization of the consent application and, without purpose, prevent the development from being completed.

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FINANCIAL IMPLICATIONS

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CONCLUSIONS

Option # 2 is recommended for the reasons stated in the report.

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Prepared and Submitted By:

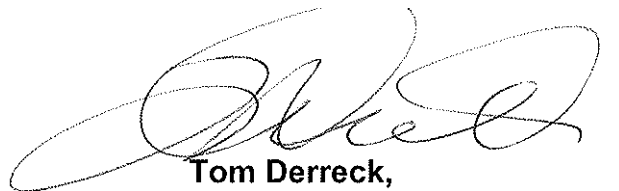


**Janie Laidlaw,
Planning Assistant**

Approved for Submission By:



**Amanda Mabo,
Clerk/Deputy CAO**



**Tom Derreck,
Chief Administrative Officer**

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AND: **The Corporation of the Township of Lanark Highlands,**
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WHEREAS, the developer is the owner(s) of lands described in Schedule "A", attached hereto, which are hereinafter referred to as the subject lands;

AND WHEREAS, consent application B08/057 was submitted to the Land Division Committee for the County of Lanark for the purpose of severing a parcel of land more particularly described in Schedule "A" attached hereto;

AND WHEREAS provisional consent was granted by the Land Division Committee in its decision dated July 28th, 2008 subject to the fulfillment of various conditions;

AND WHEREAS, the Developer is desirous of fulfilling the aforementioned conditions by entering into an agreement with the Township for registration on title to the subject lands and premises;

AND WHEREAS, Section 53 (12) and 51 (26) of the *Planning Act, R.S.O. 1990, Chapter P. 13*, as amended, provides that every municipality may enter into agreements imposed as a condition to the approval of an application for consent and the agreements may be registered against the land to which it applies and the municipality is entitled to enforce the provisions of it against the owner and, subject to the *Registry Act* and the *Land Titles Act*, any and all subsequent owners of the land;

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2/ ALL COSTS, incurred by the Township in connection with the preparation, execution and registration of this agreement shall be paid by the Developer.

3/ IF THE, Developer fails or refuses for any reason to comply with any requirement of this agreement, the Developer shall be in default and the Township may on seven (7) days notice require the Development to remedy the default, failing with the Township may, without further notice and without prejudice to any other rights and remedies available to it, do such thing and perform such work as is necessary to rectify the default and recover the expense incurred in doing it by action or in like manner as municipal taxes in accordance with the provisions of Section 326 of the *Municipal Act*, as required.

4/ THIS AGREEMENT, be registered against the title of the subject lands described in Schedule "A" attached hereto and shall be binding upon and ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns and the Township shall be entitled to enforce the provisions against the Developer and all subsequent owners of the lands.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date of the first above written.

SIGNED, SEALED and DELIVERED)

in the presence of)

Keith Larocque

WITNESS as to the signature of)
Keith Larocque)

Carrie Larocque

WITNESS as to the signature of)
Carrie Larocque)

**THE CORPORATION OF THE
TOWNSHIP OF LANARK HIGHLANDS
per:**

(seal)

Mayor

Clerk

SCHEDULE "A"

Development Agreement
(Keith and Carrie Larocque B08/057)

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