



Township of Southgate Council Meeting Agenda

April 15, 2020

9:00 AM

Electronic Participation

Pages

1. Electronic Access Information

If you wish to participate in the Council meeting electronically please wait until the start time of the meeting, then dial in with your phone using the following information:

Phone Number: **1 (647) 497-9373**

Access Code: **990 - 730 - 221 #**

If the electronic system fails at 9:00 AM, and a connection or quorum of Council cannot be obtained within the first 15 minutes of the meeting, the meeting will automatically adjourn, and begin at 7:00 PM.

2. Call to Order

3. Confirmation of Agenda

Be it resolved that Council confirm the agenda as presented.

4. Declaration of Pecuniary Interest

5. Delegations

Please note that the delegates would like the opportunity to speak to Council at a future meeting pending Council discussions.

5.1 Robert Harris Delegation - Entrance Permit on Southgate SRD 41

9 - 13

Be it resolved that Council receive Robert Harris's delegation regarding an entrance permit on Southgate Sideroad 41 as information.

5.2 Holstein Cemetery Board Delegation - Policy No. 3 - Brian Stevenson and John Flanagan 14 - 28

Be it resolved that Council receive the Holstein Cemetery Board delegation regarding Policy No. 3 - Grants and Donations as information.

6. Adoption of Minutes 29 - 41

Be it resolved that Council approve the minutes from the April 8, 2020 Special Council and meeting as presented.

7. Reports of Municipal Officers

7.1 Facilities Manager Kevin Green

7.1.1 REC2020-003 Southgate Rural Lawn Maintenance Contract Award 42 - 44

Be it resolved that Council receive Staff Report REC2020-003 as information; and
That Council award the Lawn Maintenance Contract to Five Star Cleaning and Maintenance of Dundalk On.

7.2 Acting Clerk Lindsey Green

7.2.1 CL2020-011 - Accessibility Multi Year Plan and 2019 Progress Report 45 - 57

Be it resolved that Council receive Staff Report CL2020-011 for information; and
That Council approve the Township of Southgate's Multi-year Accessibility Plan and the 2019 Accessibility Progress Report.

7.2.2 CL2020-013 – Council Calendar Amendment During COVID-19 Pandemic

58 - 59

Be it resolved that Council receive Staff Report CL2020-013 for information; and

That Council approve of amendments to the Council meeting calendar for future Council meetings during the COVID-19 pandemic and Provincial and Township of Southgate declared emergencies to begin at 9:00 AM with a backup time of 7:00 PM on the same day should electronic technology fail at the 9:00 AM attempt; and

That the regular Council meeting schedule resume once the COVID-19 pandemic ends, the Provincial and Township of Southgate emergency declarations are lifted, and in-person Council meetings may continue.

7.3 Public Works Manager Jim Ellis

7.3.1 PW2020-024 - Hot Mix Paving Tender Award

****Report will be included with the Addendum Agenda on Tuesday April 14, 2020****

7.4 Chief Administrative Officer Dave Milliner

7.4.1 CAO2020-030 Wellington North-Southgate Recreation Agreement Approval

60 - 61

Be it resolved that Council receive staff report CAO 2020-030 as information; and

That Council approve the new Wellington North-Southgate Recreation Agreement as presented with Wellington North Approval; and

That Council consider approving the Wellington North-Southgate Recreation Agreement by municipal by-law at the April 15th, 2020 meeting.

7.4.2 By-law 2020-022 - Wellington North Recreation Agreement Approval 62 - 71

Be it resolved that by-law number 2020-022 being a by-law to authorize an agreement between the Corporation of the Township of Wellington North and the Corporation of the Township of Southgate be read a first, second and third time, finally passed, signed by the Mayor and the Acting Clerk, sealed with the seal of the Corporation and entered into the by-law book.

7.4.3 CAO2020-031 Southgate RED Funding Agreement Approval Report 72 - 75

Be it resolved that Council receive Staff Report CAO2020-031 as information; and

That Council approve the RED Funding application agreement for streetscaping of Downtown Dundalk, specifically for Proton Street upgrades of streetlight poles, parking lot, signage, banners, bows, benches, flower baskets, planter boxes, bike racks and waste/recycling containers; and

That Council approve the RED Funding Agreement by Municipal By-law.

7.4.4 By-law 2020-030 - RED Funding Agreement 76 - 109

Be it resolved that by-law number 2020-030 being a by-law to authorize an agreement between Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs and the Corporation of the Township of Southgate be read a first, second and third time, finally passed, signed by the Mayor and the Acting Clerk, sealed with the seal of the Corporation and entered into the by-law book.

7.4.5 CAO2020-032 Flato Gift Agreement with SEGCHC Southgate for Dundalk Medical Centre Project 110 - 120

Be it resolved that Council receive staff report CAO2020-032 as information; and
That Council approve Flato Gift Agreement with South East Grey Community Health Centre and the Township of Southgate Agreement as presented to support the funding the New Health Clinic Build Project in Dundalk over a 20-year period; and
That Council consider approval of the Flato Gift Agreement at the April 15, 2020 meeting by Municipal By-law.

7.4.6 By-law 2020-029 - Flato Developments Gift Agreement 121 - 126

Be it resolved that by-law number 2020-029 being a by-law to authorize an agreement between Flato Developments Inc., South East Grey Community Health Centre and the Corporation of the Township of Southgate be read a first, second and third time, finally passed, signed by the Mayor and the Acting Clerk, sealed with the seal of the Corporation and entered into the by-law book.

8. By-laws

None

9. Consent Agenda

9.1 Regular Business (for information)

Be it resolved that Council approve the items on the Regular Business consent agenda dated April 15, 2020 (save and except items _____) and direct staff to proceed with all necessary administrative actions.

9.1.1 PW2020-023 Department Report 127 - 129

9.1.2 FIN2020-007 - Financial Impact of COVID-19

****Report will be included with the Addendum Agenda on Tuesday April 14, 2020****

9.1.3 CAO2020-029 Southgate CAO Update March-April 2020 130 - 144

9.1.4	March 2020 Cheque Registers	145 - 153
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9.2 Correspondence (for information)

Be it resolved that Council approve the items on the Correspondence consent agenda dated April 15, 2020 (save and except items _____) and direct staff to proceed with all necessary administrative actions.

9.2.1	Bill 108 Letter to Clients - DC CBC changes as of March 18 2020 - received March 18, 2020	154 - 167
9.2.2	County of Grey - Orchardville Bridge Environmental Assessment Notice of Completion - received March 19, 2020	168
9.2.3	Urgent Request from Hospice During COVID-19 Outbreak - received March 31, 2020	169 - 170
9.2.4	2020-02-21 SMART Board Minutes - received April 3, 2020	171 - 176
9.2.5	GRCA Correspondence re 2020 Budget and 2019 Audited Statements - received April 6, 2020	177

9.3 Resolutions of Other Municipalities (for information)

Be it resolved that Council approve the items on the Resolutions of Other Municipalities consent agenda dated April 15, 2020 (save and except items _____) and direct staff to proceed with all necessary administrative actions.

9.3.1	Corporation of the City of Sault Ste. Marie regarding Support for Conservation Authorities - received March 13, 2020	178 - 179
9.3.2	Grand Valley Letter of Support of Wellington North's resolution regarding Bill 156 - received March 13, 2020	180 - 181
9.3.3	Grey County Resolution Supporting 100% Canadian Wines Excise Exemption - March 16, 2020	182 - 183
9.3.4	Town of Grimsby - Suspend Time-of-Use Electricity Billing Resolution - received March 25, 2020	184
9.3.5	Municipality of Chatham-Kent Support Ban of Single Use Disposable Wipes - received March 30, 2020	185

9.3.6	Municipality of Chatham-Kent support Legislative Changes in Bill 132 -received March 30, 2020	186
9.3.7	Grey Highlands Support for Electronic Meetings - received April 2, 2020	187
9.3.8	Kingsville Request Ministry of Energy RE Providing Electricity Relief During COVID-19 - received April 2, 2020	188
9.3.9	Town of Midland - Letter to the PM re Financial Aid Plan - received April 6, 2020	189 - 190

9.4 Closed Session (for information)

None

10. County Report

<https://www.grey.ca/council>

11. Members Privilege - Good News & Celebrations

12. Closed Meeting

Be it resolved that Council proceed into Closed Session at [TIME] in order to discuss matters related to Personal Matters about an Identifiable Individual (Subject: Ministry of Labour anonymous complaints), Employee Negotiations (Subject: Fire Department Stipend Compensation), Litigation or Potential Litigation (Subject: Information requested by the Township's Lawyer); and **That** Acting Fire Chief Derek Malynyk, HR Coordinator Kayla Best, Public Works Manager Jim Ellis, Acting Clerk Lindsey Green and CAO Dave Milliner remain in attendance.

Be it resolved that Council come out of Closed Session at [TIME].

- 12.1 Personal Matters about an Identifiable Individual (Subject: Ministry of Labour anonymous complaints)
- 12.2 Employee Negotiations (Subject: Fire Department Stipend Compensation)
- 12.3 Litigation or Potential Litigation (Subject: Information requested by the Township's Lawyer)

13. Confirming By-law

191

Be it resolved that by-law number 2020-043 being a by-law to confirm the proceedings of the Council of the Corporation of the Township of Southgate at its regular meeting held on April 15, 2020 be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

14. Adjournment

Be it resolved that Council adjourn the meeting at [TIME].

Schedule A - Request to Appear as a Delegation

I wish to appear before Council on:

March 18/20

(Please print clearly)

CONTACT NAME:	Robert Harris
Additional Speaker:	
ADDRESS:	
POSTAL CODE:	TELEPHONE #:
E-MAIL ADDRESS:	

New Delegation

1. Key points of my delegation are as follows: (please attach full presentation)

asking for entrance permit off
SRD 4H for residential driveway for
storage shed

2. The desired action of Council that I am seeking on this issue is (Please be aware that Council will not make a decision on your item at this meeting, but a member may take the information under advisement for a Notice of Motion at a subsequent Council meeting):

Additional Delegation Information

I wish to submit the following additional information since I was a delegation at the Council meeting. My new information is as follows: (please attach full presentation)

Note - if an individual appears as a delegation before Council, a further delegation from the same individual concerning the same topic(s) will not be permitted unless there is *significant* new information to be brought forward, subject to approval by the Clerk. Specific new information must be identified on this form and/or attached for approval.

Terms - requests to appear before Council must be received in writing (and signed by at least one person) by the Clerk before 12:00 noon pm on the Wednesday immediately preceding the scheduled Council meeting, complete with a copy of the presentation materials as detailed in the delegation protocol. Failure to provide the required information on time will result in a loss of privilege to appear as a delegation.

I have read and understand the delegation protocol attached to this form and acknowledge that the information contained on this form, including any attachments, will become public documents and listed on Southgate's meeting agendas.

I also understand that presentation materials must be submitted with this delegation form. Electronic signed presentations must be e-mailed to agenda@southgate.ca no later than 12:00 noon on the Wednesday immediately preceding the meeting.

I also understand that if the materials contain any obscene or improper matter, language or does not meet the requirements of the delegation protocol, the Clerk shall decide whether it shall be included in the agenda for a Council meeting and if not, I will be notified.

Signature

Date

[Redacted Signature]

Jan 20/2020

Signature

Date

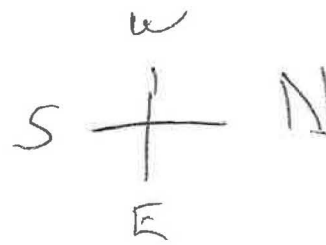
Please direct any queries to the Municipal Clerk (519) 923-2110 ext. 230,
1-888-560-6607 Fax: (519) 923-9262

Approval

March 18, 2020 at 7:00 PM

Council Date: _____

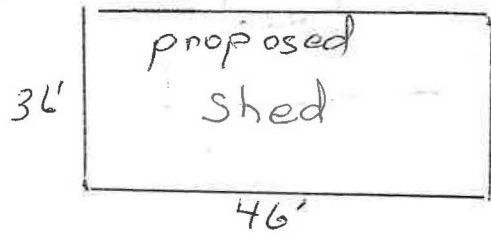
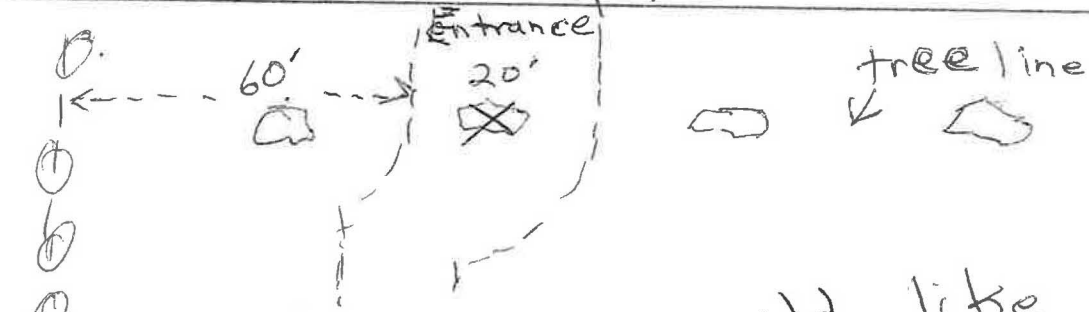
Municipal Clerk Initials: Original Signed By



Southgate SRD 41

neighon
Fire

411321

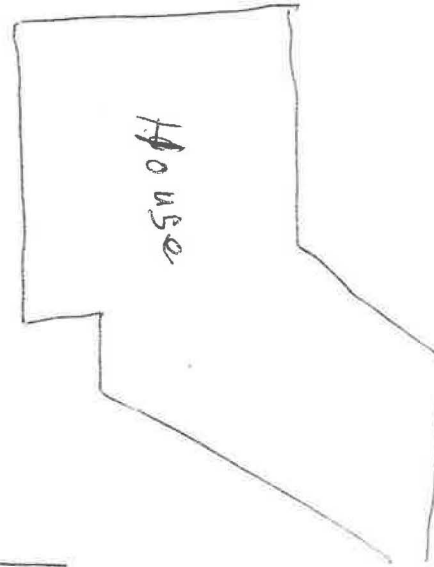


would like
on site meeting

Thanks



Bob Harris



Property
line



Legend

-  Parcels - Current
- Large Scale Roads**
 -  Provincial Highway
 -  County Road
 -  Township Road
 -  Seasonal Road
-  Grey County Boundary

Notes

0 0 0 0 Kilometers

WGS_1984_Web_Mercator_Auxiliary_Sphere
© County of Grey



This map is a user generated static output from an Internet mapping site and is for reference only.
Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

Printed January 16, 2020

THIS MAP IS NOT TO BE USED FOR NAVIGATION

GREY COMMON ELEMENTS
CONDOMINIUM PLAN NO. 93

INDEX OF PARTS		
PART	SHEET	DESCRIPTION
1	1	PLAN OF SURVEY OF THE CONDOMINIUM PROPERTY, THE DESIGNATION OF COMMON ELEMENTS ON LEVEL 1, ILLUSTRATION OF THE SERVIENT INTERESTS.
2	NIL	PLAN OF SURVEY OF THE EXCLUSIVE USE PORTIONS
3	NIL	ARCHITECTURAL PLANS
4	NIL	STRUCTURAL PLANS

LEVEL 1

REGISTERED IN THE LAND REGISTRY OFFICE FOR THE LAND TITLES DIVISION
OF GREY (No. 16) AT 15:21 O'CLOCK ON THE 12
DAY OF December, 2011.

H. Novak
REPRESENTATIVE FOR LAND REGISTRAR

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE CONDOMINIUM ACT, 1998, THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES AND THE REGULATIONS MADE UNDER THEM.

2. THE SURVEY WAS COMPLETED ON THE 20th DAY OF JUNE, 2011.

November 4, 2011
DATED

Ronald F. Dore
RONALD F. DORE
ONTARIO LAND SURVEYOR

DECLARATION REGISTERED AS No. GY57181

THIS PLAN COMPRISES ALL OF PIN 37287-0249 (LT)
AND PIN 37287-0250 (LT).

SCHEDULE OF APPURTENANT AND SERVIENT INTERESTS
(PURSUANT TO CLAUSES 157 (1) (d) AND (e) OF THE CONDOMINIUM ACT, 1998)

	PART	REGISTERED PLAN	DESCRIBED IN	NOTES
SUBJECT TO (SERVIENT INTERESTS)				N/A

PLAN OF SURVEY
OF

BLOCKS 10 AND 11
REGISTERED PLAN 16M-35

GEOGRAPHIC OF TOWNSHIP OF EGREMONT
TOWNSHIP OF SOUTHGATE
COUNTY OF GREY

R. F. DORE SURVEYING LTD.

SCALE 1:1000



LEGEND

■	FOUND
□	PLANTED
SIB	STANDARD IRON BAR
IB	IRON BAR
SSIB	SHORT STANDARD IRON BAR
1661	R. F. DORE, O.L.S.
ZUMO	ZUBEK, EMO & PATTEN LTD.
M, Meas	MEASURED
EGR	EAST OF THE GARAFRAXA ROAD
ALL MONUMENTS ARE 1661 UNLESS NOTED OTHERWISE	

NOTE

UTM GRID BEARING, DERIVED FROM OBSERVED REFERENCE POINTS A AND B,
BY REAL TIME NETWORK (RTN) OBSERVATIONS, UTM ZONE 17, NAD83 (CSRS) (1997.0)
HAVING A GRID BEARING OF N92°29'35"W

DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.99973.

FOR BEARING COMPARISONS, A ROTATION OF 0°22'00" (COUNTER-CLOCKWISE) CAN BE APPLIED TO BEARINGS FROM PLAN 16R-9980 AND PLAN 16M-35.

OBSERVED REFERENCE POINTS (ORP's): UTM ZONE 17, NAD83 (CSRS) (1997.0).
COORDINATES TO RURAL ACCURACY PER SEC. 14 (2) OF O.REG. 216/10

POINT ID	NORTHING	EASTING
ORP A	4 873 152.8	521 772.6
ORP B	4 873 411.8	521 729.3

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

CERTIFICATE OF DECLARANT

THIS TO CERTIFY THAT THE PROPERTY INCLUDED IN THIS PLAN
HAS BEEN LAID OUT INTO COMMON ELEMENTS IN ACCORDANCE WITH OUR
INSTRUCTIONS.

DECLARANT:

1530999 ONTARIO LIMITED

DATED AT KINCARDINE THIS 28 DAY OF November 2011.

Robert Harris
ROBERT HARRIS

I HAVE THE AUTHORITY TO BIND THE CORPORATION.

THIS FINAL CONDOMINIUM PLAN IS APPROVED UNDER THE
CONDOMINIUM ACT BY THE COUNTY OF GREY, AS PER SEC 9(7) AND EXEMPTED
UNDER SECTION 51(56) OF THE PLANNING ACT, RSO 1990 AS AMENDED.

DATED THIS 1th DAY OF December, 2011.

DIRECTOR OF PLANNING & DEVELOPMENT,
COUNTY OF GREY

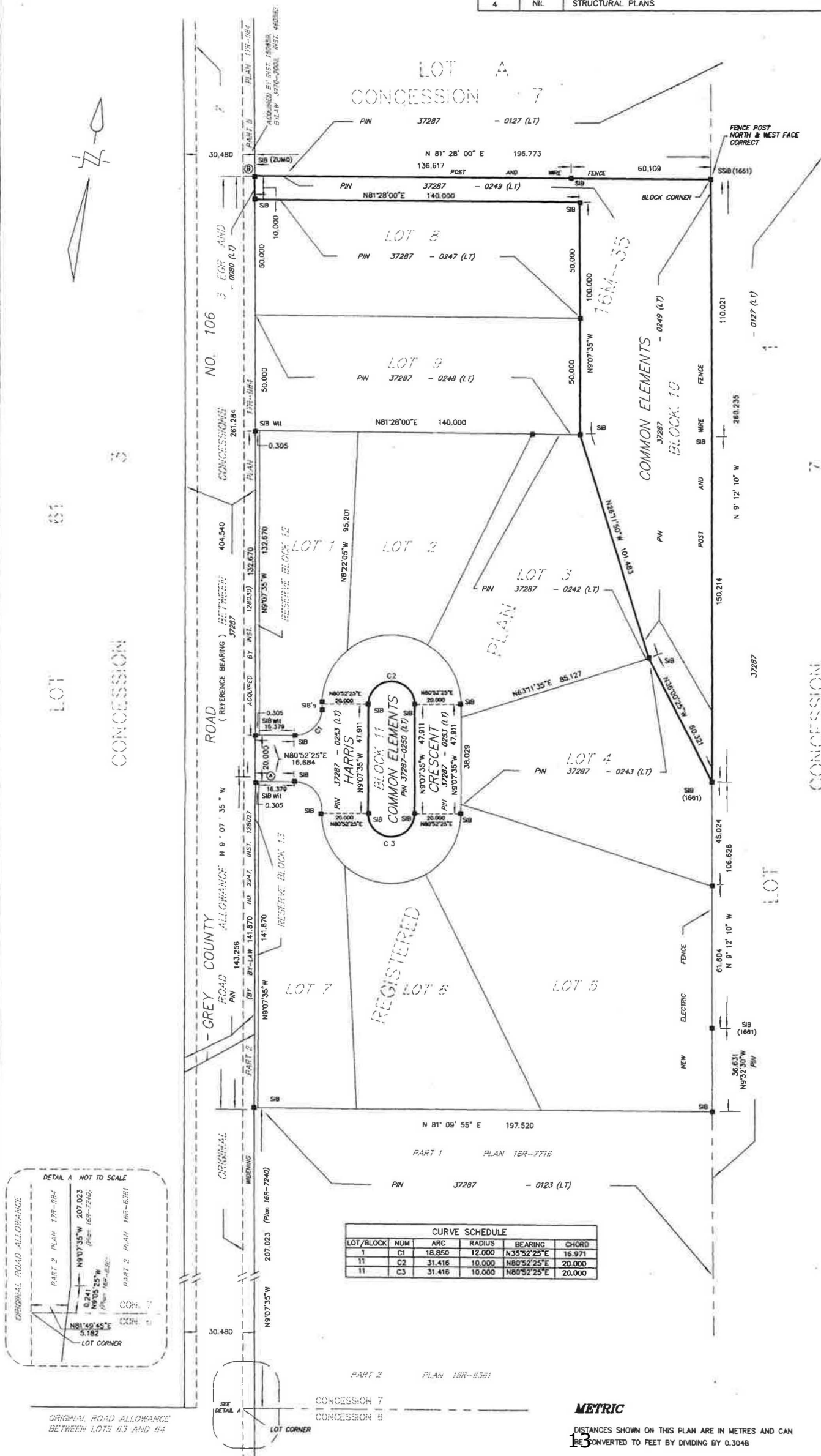
R. F. DORE SURVEYING LTD.

ONTARIO LAND SURVEYOR
932 QUEEN STREET, KINCARDINE, ONTARIO
N2Z 2Y9
(519) 396-3464

SCALE: 1:1000

FILE NO. 107247 C

RD



Schedule A – Request to Appear as a Delegation

I wish to appear before Council on:

(Please print clearly)

CONTACT NAME: Brian Stevenson	
Additional Speaker: John Flanagan	
ADDRESS: [REDACTED]	
POSTAL CODE: [REDACTED]	TELEPHONE #: [REDACTED]
E-MAIL ADDRESS: [REDACTED]	

New Delegation

1. Key points of my delegation are as follows: (please attach full presentation)

Please see attached.

-
2. The desired action of Council that I am seeking on this issue is (Please be aware that Council will not make a decision on your item at this meeting, but a member may take the information under advisement for a Notice of Motion at a subsequent Council meeting):

That Council consider this request in the context of Policy #3 Grant/Donation Policy.

Additional Delegation Information

I wish to submit the following additional information since I was a delegation at the Council meeting. My new information is as follows: (please attach full presentation)

Not Applicable.

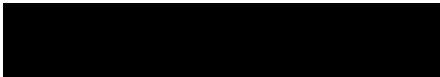
Note - if an individual appears as a delegation before Council, a further delegation from the same individual concerning the same topic(s) will not be permitted unless there is *significant* new information to be brought forward, subject to approval by the Clerk. Specific new information must be identified on this form and/or attached for approval.


Terms - requests to appear before Council must be received in writing (and signed by at least one person) by the Clerk before 12:00 noon pm on the Wednesday immediately preceding the scheduled Council meeting, complete with a copy of the presentation materials as detailed in the delegation protocol. Failure to provide the required information on time will result in a loss of privilege to appear as a delegation.

I have read and understand the delegation protocol attached to this form and acknowledge that the information contained on this form, including any attachments, will become public documents and listed on Southgate's meeting agendas.

I also understand that presentation materials must be submitted with this delegation form. Electronic signed presentations must be e-mailed to agenda@southgate.ca no later than 12:00 noon on the Wednesday immediately preceding the meeting.

I also understand that if the materials contain any obscene or improper matter, language or does not meet the requirements of the delegation protocol, the Clerk shall decide whether it shall be included in the agenda for a Council meeting and if not, I will be notified.

 Mar 16 2020
Signature Date

 Mar 16 2020
Signature Date

Please direct any queries to the Municipal Clerk (519) 923-2110 ext. 230,
1-888-560-6607 Fax: (519) 923-9262

Approval

Council Date: April 15, 2020 at 7:00 PM

Municipal Clerk Initials: Original Signed By

Delegation Representing Holstein Cemetery Board

April 15, 2020

- The Holstein Cemetery Board respectfully asks that Council consider the funding request for a fence (attached) within the context of Policy #3 Grant/Donation Policy.
- This request was submitted in October 2019.
- Upon receiving the letter (attached) stating that this request was not approved, the Chair of the Holstein Cemetery Board called Liam Gott, Treasurer, for further information as to why.
- During this conversation, Mr Gott said that the Township already provides a cemetery service in Dundalk and therefore the request did not meet the requirements of the policy.

- It is the Board's position that a cemetery in Dundalk does not meet the needs of residents in the Holstein area. Holstein is an active cemetery.
- It meets all of the criteria in item 2.2 of Policy #3. The cemetery has long provided benefit to the Township; provides a needed community service in the Township; and the annual Decoration Day Service is well attended and important to the families of those who have chosen the Holstein Cemetery as their final resting place.
- The Board is comprised of community volunteers that recognise the importance of the cemetery to the Holstein area.

- This request is for Samsung Solar farm monies for community betterment.
- Finally, the care and support of the Holstein cemetery fit with Southgate's core values of Community and Stewardship and furthers Goal #6 of Citizen Engagement.

Attachments:

- 1A – Policy #3 Grants/Donation Policy as approved by Council March 21, 2018
- 1B – The application for funding as submitted in October 2019
- 2 – The letter, dated January 24, 2020, advising that Council did not approve the application
- 3 – Current financial status of the Cemetery

**TOWNSHIP OF SOUTHGATE
ADMINISTRATION CENTRE
Policy #3**



Grant/Donation Policy

Approved by Council on: March 21, 2018

Policy for Donations, Funding & Grants

PURPOSE:

The purpose of this policy is to set guidelines for dealing with requests for donation, funding and grants from individuals, groups and/or community organizations.

DEFINITIONS:

"Donation" means a request for financial support from a not-for-profit community groups or organization for operational dollars to run their annual activities and events.

"Funding" means a request for one time financial support received in writing from a not-for-profit community group or organization for a specific capital project where Council may consider approving 50% matching funding where there is demonstrated benefit to the public.

"Grant" means a request for financial support received in writing from a not-for-profit community group or organization for a capital project or service delivery event/program. Council may consider approving up to 100% of the funding request where there is demonstrated benefit to the Township of Southgate that supports the delivery of municipal services or that demonstrates an important benefit to the community.

POLICY STATEMENT:

The Township of Southgate benefits from the support of Community Volunteer Organizations, Individuals or Groups that provide a service to the community or represent the Community at events. Accordingly, Council adopts the following policies.

The Township of Southgate Donation, Funding and Grant Application (Schedule A) attached must be filled out and submitted to receive consideration for financial support. Applicants are welcome to submit additional documentation that will assist in describing the project or activity.

1. Donation Requests:

1.1 The Township of Southgate will accept and review Requests for Donation applications once per calendar year for the financial period of January to December which is the Township's fiscal year. The application deadline shall be December 1st for donation requests for the following fiscal year.

1.2 All Donation applications received by the application deadline will be evaluated by the Treasurer against this policy and the Township's operating budget. Applications received after the deadline date will be considered only if any money is remaining in the budget, based on the date received and meeting the Donation criteria in section 1.5 below.

1.3 A staff recommendation, including approval or rejection and the suggested amount of the donation will be forwarded to Council within 30 days following budget approval each year for their review and approval.

1.4 Applicants will be notified of their application status within 14 days following Council's decision.

1.5 During the evaluation process the following criteria will be utilized to justify donation request outcomes:

- Consideration will be given to the total number of people reached by the requested donation.
- A higher weighting will be given to those donations that serve a larger number of the Township's citizens.
- Higher weighting will be given to organizations/activities with a high ratio of fundraising or self-finance.
- Higher ratings will be given to organizations with an established history of service to the community.
- The Township will not fund projects or services that duplicate services or activities already provided by the Township or other government agencies.
- The Township will not fund school activities which are already supported through school tax levy.
- The Township will not fund entertainment or social functions with no direct tangible benefit to the Township of Southgate.
- Not-for-profit organizations or groups shall provide prior year financial reports by the first day of March of the following year to the Township Treasurer to provide assurance the funds are historically used for their intended purposes as part of Council's consideration and final approval.

2. Funding and Grant Requests:

2.1 The Township of Southgate will accept and review requests for Funding and Grant applications throughout the calendar year from not-for-profit groups or service delivery organizations for support of capital projects or the service delivery of programs that meet criteria as defined in the definitions section of this policy.

2.2 All Funding and Grant requests received by the Township will be presented to Southgate Council where it is demonstrated that they are a not-for-profit group or service delivery organization based on the following criteria:

- i. A history of providing a benefit to the Township of Southgate;
- ii. Providing a community service within the municipality;
- iii. Annually organize public events in the Township seen as a benefit and value to the general public.

2.3 All Funding and Grant applications approved will receive financial support out of the Community Reserve Funds, which the Township of Southgate receives from the Eco-Park Royalties and the Samsung Solar, subject annually to the availability within the reserve fund that best fits the project and community being served.

SCHEDULE "A"



The Township of Southgate Donation, Funding & Grant Application

Financial request for:

☐ Donation

☐ Funding

☒ Grant

Applicant:

HOLSTEIN CEMETERY BOARD

Contact & Address:

BRIAN STEVENSON (CHAIRMAN)

[REDACTED]

Telephone/Fax/Email:

[REDACTED]

[REDACTED]

Requested Amount:

\$27,277.70

Outline the mission, purpose and objectives of your organization:

TO PROVIDE AND MAINTAIN A DIGNIFIED CEMETERY.
HOLSTEIN CEMETERY BOARD IS COMPRISED OF
LOCAL VOLUNTEERS THAT RECOGNISED THE
IMPORTANCE OF THE CEMETERY IN OUR AREA.

Outline the purpose for which the grant, donation or funding will be used, if approved. Provide details:
ie: project or event description, time frame, community benefits to the Township of Southgate.

TO ERECT A NEW ROADSIDE FENCE ALONG ROADS 14 & 41 AND
IMPROVE THE ESTHETICS OF THE CEMETERY AND THAT WILL
WITHSTAND THE SNOW LOAD FROM THE INTERSECTION.

Please provide the number of citizens that will participate and/or benefit from this project:

ALL CITIZENS WITH RELATIVES BURIED HERE APPRECIATE
OUR APPEARANCE AND CARE OF THE CEMETERY

Please provide the number of Southgate Residents that will participate and/or benefit from this project:

ALL RESIDENTS THAT CHOOSE HOLSTEIN CEMETERY AS
THEIR FINAL RESTING PLACE.


Terms & Conditions:

In the event that a donation, funding or grant is awarded, the applicant agrees to the following:

1. The funds will be used for the purposes described in this application; and
2. To inform the Township of Southgate if the Funding or Grant capital or program delivery project is delayed or changed substantially for any reason;
3. Should the community event be cancelled that any financial support received by the applicant will be returned to the Township of Southgate within 30 days of cancellation; and
4. Should the capital or program Funding or Grant project not get completed or proceed that the applicant will return the funds awarded for the proposed project within 30 days of the decision not to proceed with the project; and
5. That within 60 days of the event(s) or project completion that a letter is sent to the Township of Southgate reporting the completion date and final invested costs to confirm the municipal Funding or Grant has been fully spent. If any funds remain unspent they must be returned to the municipality with the letter.


Mandatory Application Requirements:

1. Prior to application approval date by Council, all not-for-profit groups requesting a Donation shall provide a copy of their organization's most recent financial statement.
2. I agree to the terms and conditions outlined above. The information contained in this application is to the best of my knowledge, true and correct. I acknowledge that the contents of the application could be discussed in an open Council meeting.



Signature of Applicant

Oct 7 2019.
Date



Signature of Applicant

OCT 7 2019
Date

TOWNSHIP OF SOUTHGATE
ADMINISTRATION CENTRE
185667 Grey Road 9
Dundalk ON N0C 1B0



Web:

Phone: (519) 923-2110
Toll Free: (888) 560-6607
Fax: (519) 923-9262
www.southgate.ca

January 24, 2020

Holstein Cemetery Board
392269 Grey Rd 109, RR 2
Holstein, ON N0G 2A0

Attention: Brian Stevenson, Chairman

RE: 2020 Grant Request

Dear Brian Stevenson:

On January 15, 2020, Council received Report FIN2020-003 2020 Donations, Grants and Funding which included your request for a 2020 grant.

Unfortunately, Council did not approve a 2020 grant to the Holstein Cemetery Board as it did not fit the criteria outlined in Policy #3 for consideration.

If you have any questions, please let me know.

Sincerely,

William J. Gott, CPA, CA
Treasurer

Brian S.
Holstein Cemetery Board

Financials 2019

3

Balance from 2018 \$30,631.30

Expenses

<u>Date</u>	<u>Chq#</u>	<u>Paid to</u>	<u>Debit Amount</u>	<u>Credit Amount</u>
Mar 14	274	VOID - Brian Stevenson - annual mtg \$200		
	275	██████████ - annual mtg	50.00	
	403	██████████ - annual mtg	50.00	
	404	██████████ - annual mtg	50.00	
	405	██████████ - annual mtg	50.00	
	406	John Flannigan - annual mtg	50.00	
	407	██████████ - annual mtg	150.00	
	408	Mt Forest Golf course - annual mtg	169.41	
	409	Brian Stevenson - annual mtg	300.00	
Apr 10	410	Public Guardian & Trustee	2560.00	
May 22	411	██ (Reg Buriel)	300.00	
May 24	412	██████████ - Grass Cutting	300.00	
June 08	413	██████████ - Grass Cutting	300.00	
10	414	J.J. McLellans - ██████ Buriel	169.50	
25	415	██████████ - Grass Cutting	300.00	
July 10	416	██████████ - Grass Cutting	300.00	
	417	Void Cheque		
Aug 20	418	██████████ - Grass Cutting (2)	600.00	
Sept 17	419	Mount Forest Memorials - columbarium	17,571.50	
Oct 28	420	██ (Reg Buriel)	300.00	
Oct 31	421	██ (Reg Buriel on Sat)	450.00	
Nov 16	422	██████████ - Grass Cutting (3)	900.00	
Nov 21	423	J.J. McLellan's - 1 grave- ██████ (169.50) 1 grave Sat - ██████ (226.00)	395.50	

Income	<u>Bank Statement</u>	<u>Debit Amt</u>	<u>Credit Amt</u>
Jan. 09	Safety Deposit Box	55.00	
	HST	7.15	
Jan 25	Public Guardian		494.66
Jan 31	Passbook Fee	3.00	
Feb 28	Passbook Fee	3.00	
Mar 18	Mount Forest golf course - Annual Mtg (408)	169.41	
Mar 20	John Flannigan - Annual Mtg (406)	50.00	
Mar 25	Brian Stevenson - Annual Mtg (409)	300.00	
Mar 27	[REDACTED] - Annual Mtg (405)	50.00	
Mar 29	Passbook Fee	3.00	
April 05	[REDACTED] - Annual Mtg (407)	150.00	
April 23	[REDACTED] - Annual Mtg (275)	50.00	
April 30	Passbook Fee	4.00	
	Public Guardian (410)	2560.00	
May 10	[REDACTED] - Annual Mtg (404)	50.00	
May 27	[REDACTED] - Cutting Grass (412)	300.00	
May 28	[REDACTED] (411)	300.00	
May 31	Passbook Fee	4.00	
Jun 10	England Funeral Home - [REDACTED]		750.00
	[REDACTED] - Cutting Grass (413)	300.00	
Jun 11	J.J. McLellan - [REDACTED] (414)	169.50	
Jun 25	[REDACTED] - Cutting Grass (415)	300.00	
Jun 28	Passbook Fee	4.00	
Jul 08	[REDACTED] - Annual Mtg (403)	50.00	
Jul 10	[REDACTED] - Cutting Grass (416)	300.00	
Jul 12	Plot Purchase - [REDACTED]		1200.00
Jul 31	Passbook Fee	4.00	
Aug 20	Celebration Sunday Collection		495.00
	[REDACTED] - Cutting Grass X2 (418)	600.00	
Aug 30	Passbook Fee	4.00	
Sept 17	Plot Purchase - [REDACTED]		1000.00
Sept 19	Mt. Forest Memorials - Colombarium (419)	17,571.50	
Sept 30	Passbook Fee	4.00	
Oct 30	Passbook Fee	4.00	
Nov 01	[REDACTED] (420)	300.00	

Nov 04	England Funeral Home - [REDACTED]	-750.00	
	[REDACTED] - Head Stone	200.00	950.00
Nov 06	[REDACTED] - Saturday (421)	450.00	
Nov 13	Wall-Constance Funeral Home - [REDACTED]		1100.00
Nov 18	[REDACTED] - Cutting Grass x3 (422)	900.00	
Nov 27	J.J. McLellan - [REDACTED] (423)	395.50	
Nov 29	Passbook Fee	4.00	
Dec 30	England Funeral Home - [REDACTED]	750.00	
	[REDACTED]	750.00	
	McCullough Watson Funeral Home - [REDACTED]	750.00	2250.00
Dec 31	Passbook Fee	4.00	

Balance as of Dec 31,2019 \$13,958.84

Expenses - 25423.06 less Columbarium 17,571.50 = \$7851.56
Income - 8239.66

Listing of Buriels and Plot Purchases 2019

<u>Date</u>	<u>Deaths</u>	<u>Buriels</u>	<u>Plot Purchases</u>
Feb 19	[REDACTED]	May 22 (reg)	
Oct 28		Oct 28 (reg)	
Oct 29		Oct 31 (reg) Sat	
Nov 23		Nov 25 (Ashes)	
Dec 14		Spring buriel	
Dec 14		Spring buriel	



Township of Southgate

Minutes of Special Council Meeting

April 8, 2020

9 AM

Electronic Participation

Members Present: Mayor John Woodbury
Deputy Mayor Brian Milne
Councillor Barbara Dobreen
Councillor Michael Sherson
Councillor Jason Rice
Councillor Jim Frew
Councillor Martin Shipston

Staff Present: Dave Milliner, CAO
Jim Ellis, Public Works Manager
William Gott, Treasurer
Bev Fisher, CBO
Clinton Stredwick, Planner
Lindsey Green, Acting Clerk
Elisha Hewgill, Legislative Assistant
Kayla Best, HR Coordinator

1. Call to Order

Mayor Woodbury called the meeting to order at 9:02 AM.

2. Confirmation of Agenda

No. 2020-142

Moved By Councillor Sherson

Seconded By Councillor Dobreen

Be it resolved that Council confirm the agenda as amended to include Member's Privilege as an agenda item.

Carried

3. Declaration of Pecuniary Interest

No one declared a pecuniary interest related to any item on the agenda.

4. Adoption of the Minutes

No. 2020-143

Moved By Councillor Shipston

Seconded By Deputy Mayor Milne

Be it resolved that Council approve the minutes from the March 4, 2020 Council meeting as presented; and

That Council approve the minutes from the April 1, 2020 Special Council meeting as presented.

Carried

5. Reports of Municipal Officers and By-laws

5.1 Acting Clerk Lindsey Green

5.1.1 CL2020-010 - Request to Purchase Road Allowance

Council recessed at 9:09 AM and returned at 9:14 AM.

No. 2020-144

Moved By Councillor Rice

Seconded By Councillor Sherson

Be it resolved that Council receive Staff Report CL2020-010 for information; and

That Council direct staff to proceed with Option 2 as outlined in this report.

Carried

5.2 Public Works Manager Jim Ellis

5.2.1 PW2020-017 Equipment Quotes and Road Maintenance Tenders Award Recommendations

No. 2020-145

Moved By Councillor Dobreen

Seconded By Deputy Mayor Milne

Be it resolved that Council receive Staff Report PW2020-017 for information; and

That Council approve the recommendations to award the 2020 equipment rentals quotes and the road maintenance tenders as received; and

That Council approve the Land Lease Agreement for civic address # 225579 for the 2020, farmland lease to Brandon Martin by By-law No. 2020 -034.

Carried

5.2.2 By-law 2020-034 - Land Lease Agreement Approval for 225579 Southgate Road 22

Mayor Woodbury requested a recorded vote on the main motion.

No. 2020-146

Moved By Councillor Frew

Seconded By Councillor Shipston

Be it resolved that by-law number 2020-034 being a by-law to authorize a land lease agreement between Brandon Martin and the Township of Southgate be read a first, second and third time, finally passed, signed by the Mayor and the Acting Clerk, sealed with the seal of the Corporation and entered into the by-law book.

Yay (7): Mayor Woodbury, Deputy Mayor Milne, Councillor Dobreen, Councillor Sherson, Councillor Rice, Councillor Frew, and Councillor Shipston

Carried (7 to 0)

5.2.3 PW2020-019 Dundalk Transfer Station Upgrades Options

No. 2020-147

Moved By Councillor Dobreen

Seconded By Councillor Shipston

Be it resolved that Council receive Staff Report PW2020-019 for information; and

That Council approve Option #3 to proceed with the Dundalk Transfer Station Upgrades Request for Proposals release.

Carried

5.2.4 PW2020-020 West Grey ATV Club Proposed Southgate Roads For Trail Use Request

Moved By Councillor Rice

Seconded By Councillor Frew

Be it resolved that Council receive Staff Report PW2020-020 for information; and

That Council approve the West Grey ATV Club Proposed Southgate Roads For Trail Use request.

Councillor Dobreen moved the following amendment to the main motion.

Amendment:

No. 2020-148

Moved By Councillor Dobreen

Seconded By Deputy Mayor Milne

Be it resolved that Council amend the motion to remove the second clause and add a clause that states, "**That** Council defer the approval of the proposed West Grey ATV Club's proposed Southgate roads for trail use request pending legal review."

Carried

Motion as Amended:

No. 2020-149

Moved By Councillor Rice
Seconded By Councillor Frew

Be it resolved that Council receive Staff Report PW2020-020 for information; and
That Council defer the approval of the proposed West Grey ATV Club's proposed Southgate roads for trail use request pending legal review.

Carried

5.2.5 PW2020-022 Team Leader Hopeville Appointment

No. 2020-150

Moved By Councillor Dobreen
Seconded By Councillor Shipston

Be it resolved that Council receive Staff Report PW2020-022 for information; and
That Council approve the appointment recommendation for Team Leader – Hopeville of John Watson, effective April 2, 2020.

Carried

5.3 Planner Clinton Stredwick

5.3.1 PL2020-009-Request to purchase road allowance

Mayor Woodbury requested a recorded vote on the main motion.

No. 2020-151

Moved By Councillor Sherson
Seconded By Councillor Rice

Be it resolved that Council receive Staff Report PL2020-009 for information; and
That Council proceed with option B, and direct staff to take all necessary actions in relation to this option as outlined in this staff report.

Yay (5): Mayor Woodbury, Deputy Mayor Milne, Councillor Sherson, Councillor Rice, and Councillor Frew

Nay (2): Councillor Dobreen, and Councillor Shipston

Carried (5 to 2)

5.4 Chief Administrative Officer Dave Milliner

5.4.1 CAO2020-026 Community Foundation Grey Bruce Southgate Agreement Approval

Moved By Deputy Mayor Milne

Seconded By Councillor Frew

Be it resolved that Council receive Staff Report CAO2020-026 as information; and

That Council approve the draft Southgate Community Foundation Endowment Fund Agreement with Community Foundation Grey Bruce to establish a Township endowment fund to support future community organizations with donation requests and grant funding; and

That Council approve the Southgate Donor Advised Community Agreement by Municipal By-law 2020-037.

Councillor Dobreen moved the following amendment to the Main Motion.

Mayor Woodbury requested a recorded vote on the amendment to the Main Motion.

Amendment:

No. 2020-152

Moved By Councillor Dobreen

Seconded By Councillor Sherson

Be it resolved that Council amend the motion to remove the second and third clauses and add a clause that states,

"That Council defer the decision of the Community Foundation Grey Bruce Fund Agreement Approval to a later date."

Yay (5): Councillor Dobreen, Councillor Sherson, Councillor Rice, Councillor Frew, and Councillor Shipston

Nay (2): Mayor Woodbury, and Deputy Mayor Milne

Carried (5 to 2)

Mayor Woodbury requested a recorded vote on the Main Motion as Amended.

Motion as Amended:

No. 2020-153

Moved By Deputy Mayor Milne

Seconded By Councillor Frew

Be it resolved that Council receive Staff Report CAO2020-026 as information; and

That Council defer the decision of the Community Foundation Grey Bruce Fund Agreement Approval to a later date.

Yay (5): Councillor Dobreen, Councillor Sherson, Councillor Rice, Councillor Frew, and Councillor Shipston

Nay (2): Mayor Woodbury, and Deputy Mayor Milne

Carried (5 to 2)

5.4.2 By-law 2020-037 - Community Foundation Grey Bruce Fund Agreement

The previous motion for Staff Report CAO2020-026 was deferred and this By-law did not proceed.

5.4.3 CAO2020-027 Fibre High Speed Communications Report

No. 2020-154

Moved By Councillor Rice

Seconded By Councillor Dobreen

Be it resolved that Council receive staff report CAO2020-027 as information; and

That Council and staff organize meetings and discussions with area Municipalities and the County of Grey to gain common interest, agreement and approval for a Southgate Council support resolution that would request

the Federal and Provincial Governments to only fund in rural Southern Ontario municipal projects seeking grant funding for broadband communications that would install fibre cable for the purpose of being recognized as being a served area with the high speed capacity infrastructure; and

That Council direct staff to draft a support resolution that would seek and request Municipal support across the Province of Ontario, as well as Association of Municipalities of Ontario to request the Federal and Provincial Governments only fund in rural Southern Ontario municipal projects seeking grant funding for broadband communications projects that would install fibre cable for the purpose of being recognized as being a served area with the high speed capacity infrastructure; and

That Council direct staff to organize meetings when possible with Federal and Provincial staff and with our local MP and MPP and/or seek where possible delegations at FCM and AMO Conference if possible, to discuss rural Southern Ontario broadband funding policies; and

That Council direct staff to develop an effective policy to install fibre cable infrastructure in the shoulder of the municipal roadways and at drainage crossings in a safe and secure manner to respect the reliability of both the road and communication assets to best serve communities and support cost effective fibre cable installation options; and

That Southgate Members on Grey County Council and staff promote to the County that they consider the same municipal fibre cable installation policies to support more cost effective service options that would install fibre cable communication infrastructure to make the best and most efficient use of available grants, funding, tax dollars and contractor investments; and

That Council direct staff to continue to look for rural infrastructure project funding sources to install fibre optic cable and continue to work with SWIFT to fund projects they can support.

Carried

5.4.4 CAO2020-028 Team Town Hall Fundraising Report

No. 2020-155

Moved By Councillor Shipston

Seconded By Councillor Sherson

Be it resolved that Council receive staff report CAO2020-028 as information; and

That Council approve the Dundalk Olde Town Hall Renovation Fund Donation Form that will be used by Team Town Hall for project fundraising that includes the terms for accepting donor support for the Dundalk Olde Town Hall upgrade project, if it proceeds.

Carried

6. By-laws

None.

7. Consent Agenda

7.1 Regular Business (for information)

No. 2020-156

Moved By Deputy Mayor Milne

Seconded By Councillor Dobreen

Be it resolved that Council approve the items on the Regular Business consent agenda dated April 8, 2020 and direct staff to proceed with all necessary administrative actions.

Carried

7.1.1 PW2020-021 Department Report

7.1.2 CAO2020-025 Southgate CAO Update February-March 2020

7.1.3 HR2020-006 – ES/TAPS Operator/Labourer Dundalk 1 Year Contract

7.1.4 HR2020-007- Volunteer Deputy Fire Chief Appointment

7.1.5 Building, By-law and Canine Control Reports - February 2020

7.1.6 Councillor Sherson OGRA Report - received March 6, 2020

7.1.7 Deputy Mayor Milne - ROMA Conference Report - received March 13, 2020

7.2 Correspondence (for information)

No. 2020-157

Moved By Councillor Sherson

Seconded By Councillor Rice

Be it resolved that Council receive the items on the Correspondence consent agenda dated April 8, 2020 and direct staff to proceed with all necessary administrative actions.

Carried

7.2.1 Final Batteries Regulation (O. Reg. 30_20) - received February 27, 2020

7.2.2 GRCA General Meeting Summary - received February 28, 2020

7.2.3 Bill 108 Regulations - February 28 2020 Letter to Clients - received February 28, 2020

7.2.4 GRCA Correspondence re 2020 Municipal Levy and Budget Package - received February 28, 2020

7.2.5 Saugeen Economy 2nd Half 2019 Final - received March 6, 2020

7.2.6 MNFR Release of Protecting People and Property Ontario's Flooding Strategy - received March 9, 2020

7.2.7 AMO Correspondence regarding Ontario's Flooding Strategy - received March 10, 2020

7.2.8 Wellington North Power Inc. Report for Municipal Councillors Q4 - received March 10, 2020

7.3 Resolutions of other Municipalities (for information)

No. 2020-158

Moved By Councillor Shipston

Seconded By Councillor Rice

Be it resolved that Council receive the items on the Resolutions of other Municipalities consent agenda dated April 8, 2020 and direct staff to proceed with all necessary administrative actions.

Carried

7.3.1 Municipality of Meaford Resolution Re Bill 156 (Grey County Municipalities) - received February 28, 2020

7.3.2 Town of The Blue Mountains - Teach the Reach Act, 2019 - received March 2, 2020

7.3.3 Municipality of West Nipissing Support (Merrickville-Wolford) - Designation of Wetlands - received March 3, 2020

7.3.4 Township of Tyendinaga - Coastal GasLink Project - received March 4, 2020

7.3.5 Municipality of West Nipissing Support (Twp Puslinch) - AMO's position re Bill 132 - received March 5, 2020

7.3.6 Town of Ajax Supporting Conservation Authorities - March 6, 2020

7.3.7 Town of Hanover - SMART Resolution Service Amalgamation - received March 9, 2020

7.4 Closed Session (for information)

None.

8. Member's Privilege - Good News & Celebrations

Mayor Woodbury and CAO Dave Milliner wanted to congratulate Charlie MacKenzie of Dromore area and Will Lewis from Holstein on their success of being drafted into the Junior A Ontario Hockey League on Saturday April 4th, 2020. Charlie was drafted by the Owen Sound Attack and Will by the Peterborough Petes.

Councillor Shipston added that the Community of Southgate has come together on all the requirements for dealing with the virus, even though things could change every few hours effecting businesses and individuals alike. Even all the birthday parades and contests etc, especially in Dundalk, are done with social distancing in mind. But this still builds community, even 6' feet apart, and will show in years to come that Southgate is a caring place.

Councillor Dobreen added a kudos to all our office staff for being tremendously responsive and flexible in what is a very strange time. To our CAO for burning the midnight oil to keep us informed, safe and on track while responding to many community concerns and issues. From a resident in Egremont; they think staff and Council should be given a shout out for all that they are doing for the Township. She added that our Fire Department continues to get accolades for their responsiveness and their community spirit. Lastly, she added that correspondence was received from a resident thanking Council and staff for quick response in closing the Wilder's Lake access points to further protect the public and our first responders.

Mayor Woodbury added that the County of Grey CAO Kim Wingrove has done a tremendous job keeping everyone informed during these difficult times, and mirrored all of the other comments received.

CAO Dave Milliner thanked staff for their team approach and all of their work during the pandemic. He also added that the Grey County Public Works Association donated \$5,000 to Grey County food banks and that Flato Developments donated a large number of masks to area facilities. Lastly, he added that Easter weekend will include community events that can be still done with social distancing in mind and asked that community members participating in scavenger hunts and such events remain in their vehicles and distant from other people.

9. Closed Meeting

None.

10. Confirming By-law

Councillor Frew left the meeting at 10:53 AM and did not return.
Councillor Rice left the meeting at 10:55 AM and did not return.
Mayor Woodbury requested a recorded vote on the main motion.

No. 2020-159

Moved By Councillor Dobreen

Seconded By Councillor Shipston

Be it resolved that by-law number 2020-042 being a by-law to confirm the proceedings of the Council of the Corporation of the Township of Southgate at its special meeting held on April 8, 2020 be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

Yay (5): Mayor Woodbury, Deputy Mayor Milne, Councillor Dobreen, Councillor Sherson, and Councillor Shipston

Absent (2): Councillor Rice, and Councillor Frew

Carried (5 to 0)

11. Adjournment

No. 2020-160

Moved By Deputy Mayor Milne

Be it resolved that Council adjourn the meeting at 10:58 AM.

Carried

Mayor John Woodbury

Acting Clerk Lindsey Green

Township of Southgate

Administration Office

185667 Grey Road 9, RR 1
Dundalk, ON N0C 1B0

Phone: 519-923-2110

Toll Free: 1-888-560-6607

Fax: 519-923-9262

Web: www.southgate.ca

Staff Report REC2020-003

Title of Report: Southgate Rural Lawn Maintenance Contract Award

Department: Recreation

Council Date: April 15th, 2020

Council Recommendation:

Be it resolved that Council receive Staff Report REC2020-03 as information; and

That Council award the Lawn Maintenance Contract to Five Star Cleaning and Maintenance of Dundalk On.

Background:

Applications for the Lawn Maintenance Contract closed March 24th, 2020.

Staff Comments:

Tenders were opened April 9th, 2020. Township of Southgate received quotes from two companies. Facilities Manager recommends the Contract be awarded to Five Star Cleaning and Maintenance. See attached spread sheet for complete results. Five Star was contractor of record for the 2017 agreement.

The cutting schedule will be as follows:

May – 4 cuts	every 7 days (Pending on date of first cut)
June – 4 cuts	every 7 days
July – 2 cuts	every other week
August – 2 cuts	every other week
September – 2 cuts	every 15 days
October – 1 cut	

Cutting schedule reflects a normal summer season. Number of cuts may increase or decrease depending on the amount of rainfall received during the summer months.

Financial Impact or Long-Term Implications

Lawn Maintenance Contract is included in operational budget.

Tendered amount in 2020 is an increase of \$162 per weeks cut over the 2017 contract.

Budgeted amount for grass maintenance in 2020 will cover the minimum number of cuts per season (15).

Communications & Community Action Plan Impact:

Goal 4 - Adequate and Efficient Public Facilities

Concluding Comments:

2017 contract was awarded to Five Star Cleaning and Maintenance with no issues and complaints.

Respectfully Submitted,

Dept Head: Original Signed By

Kevin Green Facilities Manager

kgreen@southgate.ca

519-374-3130

CAO approval Original Signed By

Dave Milliner – CAO

dmilliner@southgate.ca

519-923-2110 x210

Township of Southgate
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2017 Grass Cutting Contract Results:

Contractor	Dromore	Holstein Park	Holstein Works	Cemetery 41	Cemetery 109	Parking Lot	Total
5 Star	\$88	\$260	\$30	\$25	\$25	\$150	\$578
DT Contracting Arthur On	\$175	\$495	\$20	\$20	\$20	\$150	\$880

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Staff Report CL2020-011

Title of Report: Accessibility Multi Year Plan and 2019 Progress Report
Department: Clerks
Branch: Legislative and Council Services
Council Date: April 15, 2020

Recommendation:

Be it resolved that Council receive Staff Report CL2020-011 for information; and
That Council approve the Township of Southgate's Multi-year Accessibility Plan and the 2019 Accessibility Progress Report.

Background:

The Province first introduced the Ontarians with Disabilities Act (ODA) in 2001 to improve the identification, removal and prevention of barriers faced by persons with disabilities. It became clear that the ODA was a very broad piece of legislation and that there were no enforcement capabilities for the Province through that Act. The Accessibility for Ontarians with Disabilities Act (AODA) was then introduced in 2005 with a clear goal to make Ontario fully accessible by 2025, which was further strengthened by Ontario Regulation 191/11 - Integrated Accessibility Standards Regulation (IASR) that included clear standards for implementation and enforcement. The Township of Southgate has requirements to meet under the IASR including that a multi-year accessibility plan be completed and available to the public and that annual progress reports be completed.

Staff Comments:

Staff have prepared a multi-year accessibility plan for 2019-2022, included in this report as Attachment #1, in conjunction with the Grey County Joint Accessibility Advisory Committee and other Grey County area municipalities. The plan sets out the Township's current progress with the AODA and IASR regulations and sets out goals to be achieved in the next few years under each standard. The plan also provides for the public's feedback on the Township's accessibility initiatives and includes ongoing review of the plan. The 2019 Progress Report, included in this report as Attachment #2, provides the Township's progress on the IASR standards in 2019.

Financial Implications:

There are no financial implications as a result of this report at this time.

Communications & Community Action Plan Impact:

This report has been written and presented to Council to communicate accurate information to the public.

Concluding Comments:

That Council approve the Township of Southgate's Multi-year Accessibility Plan for 2019-2022 and the 2019 Accessibility Progress Report.

Respectfully Submitted,

Dept. Head: **Original Signed By**
Lindsey Green, Acting Clerk

CAO Approval: **Original Signed By**
Dave Milliner, CAO

Attachment #1: Township of Southgate Multi-year Accessibility Plan: 2019-2022

Attachment #2: Township of Southgate 2019 Accessibility Progress Report



Multi-Year Accessibility Plan: 2019-2022

Inclusive Programs, Services
and Spaces for All

This plan was created by Township of Southgate staff in consultation with the Grey County Joint Accessibility Advisory Committee. The Plan is available in alternate formats upon request such as print, electronic, plain text and verbal. Other formats may be considered on a case-by-case basis. Additionally, communication supports are also available upon request.

This multi-year plan is available online at www.southgate.ca

For more information about Southgate's Accessibility initiatives, please contact the Clerk's Department at 519-923-2110, clerks@southgate.ca or in person at:

Township of Southgate
185667 Grey County Road 9
Dundalk, ON N0C 1B0

Township of Southgate's Commitment to Accessibility

The Township of Southgate strives at all times to provide its goods and services in a way that respects the dignity and independence of all people. Southgate Township is also committed to giving people with disabilities the same opportunity to access our goods and services and allowing them to benefit from the same services, in the same place and in a similar way as other customers.

A Background on Accessibility at Southgate

The Accessibility for Ontarians with Disabilities Act, 2005 (AODA)

The AODA sets a roadmap for an accessible Ontario by 2025. This is to be achieved through mandatory standards that public, private and not-for-profit organizations need to meet. Southgate needs to meet the deadlines and requirements of the small public sector organization description under the act.

AODA Standards include:

- Customer Service
- Information and Communication
- Employment
- Transportation
- Design of Public Spaces

In addition to the requirements under the Design of Public Spaces Standard, Southgate must follow the Ontario Building Code (OBC). The OBC was recently updated to improve barrier-free design and to ensure indoor spaces of buildings are accessible.

Consultation

Under the AODA, Southgate is sometimes required to consult with individuals, persons with disabilities and a municipal Joint Accessibility Advisory Committee (JAAC). Southgate is committed to working with these persons and its JAAC to ensure legislation is met.

Implementation

Accessibility is an important element of providing excellence in government service and aligns with Southgate's Strategic Plan. Providing accessible and inclusive programs and services is part of Southgate's culture for customer service. Southgate supports the Province's goals of making Ontario accessible by 2025 and will work within its means to meet all requirements of accessibility legislation and to eliminate barriers in our services and workplaces. These include barriers that are: physical, attitudinal, systemic, communication, and technological.

Structure

Members of the Clerk's Department oversees compliance reporting as well as participates on the JAAC; however, all staff and departments have a role to play in the implementation of this plan and in ensuring the programs, services and materials Southgate offers meet accessibility

legislation. The JAAC reports to Grey County's Committee of the Whole. The JAAC provides an advisory role and final decisions are the responsibility of Southgate Council.

What is a Disability?

Under the AODA, a "disability" is defined as:

- any degree of physical disability, infirmity, malformation or disfigurement;
- a condition of mental impairment or a developmental disability;
- a learning disability or a dysfunction in one or more of the processes involved in understanding or using symbols or spoken language;
- a mental disorder;
- or, an injury or disability for which benefits were claimed or received under the insurance plan established under the Workplace Safety & Insurance Act, 1997.

This broad definition includes disabilities of different sensitivity, visible as well as non- visible disabilities, and disabilities which may be temporary or have effects that come and go over time.

Barriers

This multi-year plan will help Southgate strategize ways to identify, address and prevent barriers that limit persons with a disability from fully participating in our programs and services.

Barriers are obstacles that prevent someone with a disability from doing a day-to-day activity that many people take for granted. The traditional definition of a barrier has been expanded beyond physical obstructions. There are several other categories of barriers to consider. These include:

Physical Barrier: Buildings, public spaces or features that restrict or impede physical access. Example: a doorway that is too narrow to accommodate a person in a motorized scooter.

Communication Barrier: An obstacle that prevents the transfer, processing or interpreting of information. Example: a print brochure with text too small to read, or a document written in a way that is too complicated to understand.

Attitudinal Barrier: Prejudgments and assumptions that directly or indirectly discriminate against persons with disabilities. Example: assuming all visually impaired persons can read Braille or treating a support person as if they are your client.

Technological Barrier: When technology cannot or is not modified to support various assistive devices and/or software. Example: a website that doesn't provide for increased text sizes.

Systemic Barrier: Policies, practices and procedures that do not consider accessibility.
Example: requiring a valid driver's license for a position prevents a person with visual impairment from applying for the job.

Joint Accessibility Advisory Committee

The Joint Accessibility Advisory Committee advises Southgate Council and staff members, on ways to identify, prevent and remove barriers for persons with disabilities in municipal services, programs and spaces. The committee meets approximately four times per year plus additional meetings and consultation as required.

Our Progress on the AODA Regulations

The following pages outline our accomplishments and our commitments in meeting the accessibility standards in five key areas: Customer Service, Information and Communication, Employment, Transportation and Design of Public Spaces.

There are also general requirements that apply across all the accessibility standards.

General Requirements

Procurement: People with disabilities will be treated equitably with respect to the procurement, use and benefit of municipal services, programs, goods and facilities in a manner that respects their dignity, independence, and integration. This commitment extends to residents, employees, visitors and other stakeholders with visible and non- visible disabilities. Furthermore, the Municipality will ensure that accessibility is integrated into all municipal initiatives, business practices, boards, committees and departments. Where it is not practicable to incorporate accessibility criteria and features into the procurement of goods, services or facilities, an explanation will be provided, upon request.

Reporting: Reports will be shared with Southgate Council on the progress and implementation of this multi-year accessibility plan and this information will be posted on www.southgate.ca and will be available in alternate formats upon request. Following the initial two-year plan, the multi- year accessibility plan will continue to be updated once every five years, with other updates made throughout the term as required. Reports will be filed bi-annually with the Accessibility Directorate.

Minutes of the Joint Accessibility Advisory Committee will be provided to Council.

Training: All Southgate's employees and volunteers receive mandatory accessibility training. Everyone will receive general training on accessibility which will include legislation, requirements (AODA and Integrated Accessibility Standards Regulation, Human Rights Code) and customer service training. Staff will also receive necessary job-specific training to ensure their day-to-day work is accessible. Staff and department heads will have the responsibility of staying up to date with changes within their designated fields (example: a web developer taking

WCAG training). Staff in the Clerk's Department are available to provide additional support as needed.

All new staff joining Southgate receive accessibility training during orientation. Additional job-specific training is provided on a case-by-case basis as necessary. For example, all staff who will create documents for the Township will receive accessible document training.

2019-2022 Goals:

1. Improvements can be made to better identify which staff receive job-specific training and to identify more opportunities for staff development.

Feedback

Southgate is always open to suggestions about ways to improve accessibility of our programs and services. The public is encouraged to share their comments by contacting us in person at the address below, by calling 519-923-2110, emailing clerks@southgate.ca or by mail to:

Township of Southgate
Attention: Clerk's Department
185667 Grey County Road 9
Dundalk, ON N0C 1B0

Integrated Accessibility Standards Regulation (IASR)

Accessible Customer Service Standard

Our commitment:

Continue to provide staff with the training they need to provide high- quality accessible service to people of all abilities who access Southgate’s programs and services. To design and provide programs and services that consider accessibility and respect the dignity and independence of the people we serve.

Progress:

Southgate trains all new employees on accessibility and the Accessible Customer Service Standard as part of orientation. Major renovations to public facilities are designed with accessibility in mind. Southgate continues to listen to feedback to find ways to improve the accessibility of our programs and services.

2019-2022 Goals:

1. Provide refresher training to staff about accessible customer service.

Information and Communication Standard

Our commitment:

Southgate is committed to providing information and communications about our programs and services in an accessible manner to people of all abilities.

Progress:

All public documents are made electronically accessible to the best of our ability. Where necessary, documents can be made available upon request at no expense to the requestor. Southgate’s website is designed to the WCAG 2.0. Southgate is also committed to producing information in plain language.

2019-2022 Goals:

1. Arrange opportunities for plain language training for staff on an annual basis.
2. Web development staff continue to stay informed of WCAG regulations and attend training opportunities.
3. Ensure all digital media, such as videos produced by Southgate are fully accessible.

Employment Standard

Our commitment:

Southgate is an equal opportunity employer providing inclusive and accessible recruitment and employment practices.

Progress:

Southgate continues to meet the requirements of the Employment Standard. Accommodation is available at all points in the recruitment process at the request of the applicant. Southgate works with staff with disabilities to develop accommodation plans.

2019-2022 Goals:

1. Develop a review process for new job postings to ensure they are free of systemic barriers.
2. Ensure Human Resources staff remain informed of any updates to the Employment Standard and policies are kept up to date.

Transportation Standard

Our commitment:

If Southgate begins providing public transportation services, the Township is committed to providing accessible services that meet all provincial legislation.

Progress:

Southgate does not currently provide a public transportation program, nor does it license taxicabs as regulated under the Transportation Standard.

Design of Public Spaces

Our Commitment:

Southgate will strive to ensure that public properties and facilities meet the requirements of the Design of Public Spaces standard as well as the Ontario Building Code.

Progress:

Southgate continues to design public spaces with accessibility in mind and refers designs and drawings to the Joint Accessibility Advisory Committee for input and advice.

2019-2022 Goals:

1. Ensure new structures are built with accessibility in mind and continue consulting with the JAAC about new builds.
2. Consider implementing other accessibility improvements as recommended by the JAAC or members of the public.

Ongoing Review of this Plan

Ongoing review and feedback are important for this plan to stay effective. Southgate will continue to collect feedback and implement changes that will enhance the accessibility of its services. Members of the public are encouraged to make comments on this plan and accessibility matters in general.

Additionally, this plan will be reviewed by Clerk's Department staff members and annual status reports will be provided to the Grey County Joint Accessibility Advisory Committee and Southgate Council.



The Accessibility for Ontarians with Disabilities Act, 2005

Progress Report 2019

Accessible formats and communications support available upon request.

Township of Southgate's Commitment to Accessibility

The Township of Southgate strives at all times to provide its goods and services in a way that respects the dignity and independence of all people. Southgate Township is also committed to giving people with disabilities the same opportunity to access our goods and services and allowing them to benefit from the same services, in the same place and in a similar way as other customers.

This progress report will provide an update on progress of measures taken to improve accessibility and implement the Accessibility for Ontarians with Disabilities Act, 2005 (AODA) and the Integrated Accessibility Standards Regulation (Ontario Regulation 191/11).

Reporting

The Multi-Year Accessibility Plan 2019-2022 requires that periodic updates to the plan be shared with Southgate Council and the Joint Accessibility Advisory Committee.

The 2019 Compliance Report (due for submission no later than December 31, 2019) requires that a Progress Report has been conducted.

Our Progress on the AODA Regulations

The following pages outline our accomplishments and our commitments in meeting the accessibility standards in five key areas: Customer Service, Information and Communication, Employment, Transportation and Design of Public Spaces.

There are also general requirements that apply across all the accessibility standards.

General Requirements

Procurement:

- Purchase of new office chairs for Staff who identified the need completed in 2019.

Training:

- Staff who complete website development and updating received training to ensure the new Southgate website is and remains accessible.

Feedback:

- The Grey County Joint Accessibility Advisory Committee attended the Township of Southgate Administration office and the Dundalk Community Centre in June, 2019 to provide suggestions to improve the accessibility of those facilities.
- Southgate has not received any accessibility feedback to date from the public.

Integrated Accessibility Standards Regulation (IASR)

Accessible Customer Service Standard

- All new employees joining the organization will complete the accessible customer service and Human Rights Code Training as part of their mandatory orientation.
- Staff continue to review individual job descriptions to identify which employees need individualized training on specific standards of the IASR due to their job responsibilities.

Information and Communication Standard

- Staff received Website training on how to create accessible documents and web content.
- Continuously strive to produce all digital media in a fully accessible format.
- Continue to convert forms and documents on the Southgate website to be fillable accessible PDF's.

Employment Standard

- Implemented wording for each job posting to include, "The Township of Southgate is an equal opportunity employer. Accommodations are available for all parts of the recruitment process. Applicants need to make their needs known in advance. This document can be made available in other accessible formats as soon as practical and upon request."

Transportation Standard

- The Township of Southgate does not currently provide a public transportation program, nor does it license taxicabs as regulated under the Transportation Standard.

Design of Public Spaces Standard

- The outside of the Southgate Administration Office was upgraded to include a handrail on the ramp for people entering into the building and two more accessible parking spaces, clearly marked were provided.
- The inside of the Southgate Administration Office was renovated to create an accessible front administration counter and accessible access to the Council Chambers room.
- Multiple Township facilities converted to LED lighting in 2019.
- The upstairs of the Dundalk Community Centre is currently under renovation and will comply with accessibility standards as set out in the Ontario Building Code. Renovations should be completed in the early part of 2020.

Ongoing Review of the Multi-Year Accessibility Plan

Ongoing review and feedback are important for the plan to stay effective. Southgate will continue to collect feedback and implement changes that will enhance the accessibility of its services. Members of the public are encouraged to make comments on this plan and accessibility matters in general.

Additionally, this plan will be reviewed by Clerk's Department staff members and annual status reports will be provided to the Grey County Joint Accessibility Advisory Committee and Southgate Council.

Township of Southgate
Administration Office
185667 Grey Road 9, RR 1
Dundalk, ON N0C 1B0



Phone: 519-923-2110
Toll Free: 1-888-560-6607
Fax: 519-923-9262
Web: www.southgate.ca

Staff Report CL2020-013

Title of Report: CL2020-013 – Council Calendar Amendment During COVID-19 Pandemic

Department: Clerks

Branch: Legislative and Council Services

Council Date: April 15, 2020

Recommendation:

Be it resolved that Council receive Staff Report CL2020-013 for information; and **That** Council approve of amendments to the Council meeting calendar for future Council meetings during the COVID-19 pandemic and Provincial and Township of Southgate declared emergencies to begin at 9:00 AM with a backup time of 7:00 PM on the same day should electronic technology fail at the 9:00 AM attempt; and **That** the regular Council meeting schedule resume once the COVID-19 pandemic ends, the Provincial and Township of Southgate emergency declarations are lifted, and in-person Council meetings may continue.

Background:

Due to the global COVID-19 pandemic and the Provincial and Municipal emergency declarations in place, local Councils have been given the latitude to continue Council meetings electronically by the passage of Bill 187 – the Municipal Emergency Act, 2020, and amendments to Southgate's Procedural By-law, put into effect at the April 1, 2020 Special Council Meeting. Southgate has chosen to utilize GoToMeeting Conference Call software to continue with Council meetings electronically.

Staff Comments:

With the extra high phone communications both on land lines and cell service through the day, we have been seeing access problems to complete telephone call connections. In anticipation of these challenges and our Council meetings relying on the public telephone systems access, staff are recommending amendments to the Council Calendar for future Council meetings during the COVID-19 pandemic and declared emergencies to begin at 9:00 AM with a back-up time of 7:00 PM on the same day, should the technology fail us, during the attempt to connect at 9:00 AM. If the phone line does not allow us to connect, or a quorum of Council cannot be obtained during the first 15 minutes of the meeting, it will automatically be postponed and will begin at 7:00 PM on the same day.

Financial Implications:

There are no financial implications to the municipality as a result of this report.

Communications & Community Action Plan Impact:

This report has been written and presented to Council to communicate accurate information to the public. Community Action Plan 2019-2023 – Goal 6 – Citizen

Engagement – Action 6: The residents and businesses of Southgate expect their local government to be transparent and approachable, to provide clear and timely information, and to explain and seek their input on issues and decisions facing the community. Strategic Initiatives – 6-E: The Township will have acquired and be utilizing on-line public meeting software.

Concluding Comments:

That Council approve of amendments to the Council Calendar for Council meetings to begin at 9:00 AM and 7:00 PM as a backup time during the COVID-19 pandemic and Provincial and Municipal emergency declarations in place.

Respectfully Submitted,

Dept. Head: *Original Signed By*
Lindsey Green, Acting Clerk

CAO Approval: *Original Signed By*
Dave Milliner, CAO

Attachments: None.

Township of Southgate

Administration Office

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Toll Free: 1-888-560-6607
Fax: 519-923-9262
Web: www.southgate.ca

Staff Report CAO 2020-030

Title of Report: Wellington North-Southgate Recreation Agreement

Department: Administration

Council Date: April 15, 2020

Council Recommendation:

Be it resolved that Council receive staff report CAO 2020-030 as information;
and

That Council approve the new Wellington North-Southgate Recreation Agreement as presented with Wellington North Approval; and

That Council consider approving the Wellington North-Southgate Recreation Agreement by municipal by-law at the April 15th, 2020 meeting.

Background:

The Township of Southgate, since amalgamation in 2000, has partnered with the Township of Wellington North for recreation services related to arena ice sports for the south west part of the municipality. Southgate's most recent recreation agreement for the Mount Forest and District Sports Complex, which provides access of ice-oriented activities for our Township residents, expired on December 31, 2019.

Staff redrafted the Wellington North-Southgate Recreation Agreement renewal document for the next 5 years. We included the Terms of Reference into the document for the Recreation, Parks and Leisure Standing Committee of Council, that has one Southgate Council member appointed to represent the Township's interests. The changes made to the terms of this new agreement are in Section 4 related to financial reporting, Section 5 to reflect the 2020 COLA amount established in the 2015 agreement, Section 7 to establish the start-end date of the agreement and Section 8 to reflect the addition of the Terms of Reference document as a Schedule to the agreement.

A copy of this agreement is included in the By-law for Council to review.

Staff Comments:

At the January 15, 2020 Council meeting staff report CAO2020-003 titled, Wellington North-Southgate Recreation Agreement was presented and the following resolution was approved by Council:

Moved By Councillor Shipston; **Seconded By** Councillor Dobreen

Be it resolved that Council receive staff report CAO 2020-003 as information; and
That Council approve the new Wellington North-Southgate Recreation Agreement as presented in draft; and

That Council consider approving the Wellington North Southgate Recreation Agreement by municipal by-law at the February 5th, 2020 meeting.

Carried No. 2020-023

Staff recommends Southgate Council approve this agreement following Wellington North Council's signing off on the Wellington North-Southgate Recreation Agreement.

Financial Impact or Long Term Implications

The financial impact to the municipality as a result of this agreement will be to the 2020 and future Recreation budgets until the end 2024.

Communications & Community Action Plan Impact:

This report has been written and presented to Council to communicate accurate information to the public.

Goal 4 - Adequate and Efficient Public Facilities

Action 4:

The residents and businesses of Southgate expect the Township to plan and adequately provide for public facilities for gatherings, recreation and doing business with the Township, while recognizing at the same time that facility needs can change with age and a changing population.

Concluding Comments

1. That Council receive this report as information.
2. That Council approve the Wellington North-Southgate Recreation Agreement as presented and approved by Wellington North Council. The document is provided with the by-law approval document.
3. Council consider approving this agreement by municipal by-law at the April 15, 2020 meeting.

Respectfully Submitted,

CAO approval: Original Signed By

Dave Milliner – CAO

dmilliner@southgate.ca

519-923-2110 x210

The Corporation of the Township of Southgate

By-law Number 2020-022

**being a by-law to authorize an agreement between the
Corporation of the Township of Wellington North and the
Corporation of the Township of Southgate**

Whereas the Municipal Act, 2001, Chapter 25, as amended, Section 5 (3), states that municipal power, including a municipality's capacity, rights, powers and privileges, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise; and

Whereas Section 8 of the Municipal Act, 2001, Chapter 25, as amended, provides that a municipality has the authority to govern its affairs as it considers appropriate and enables the municipality to respond to municipal issues; and

Whereas Section 9 of the Municipal Act, 2001, Chapter 25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act; and

Whereas it is deemed necessary and desirable that the Council of the Corporation of the Township of Southgate enact a by-law authorizing the Corporation to enter into an agreement with the Corporation of the Township of Wellington North,

Now therefore be it resolved that the Council of the Corporation of the Township of Southgate enacts as follows:

1. **That** the agreement between the Corporation of the Township of Wellington North and The Corporation of the Township of Southgate, attached hereto at Schedule A is hereby ratified and confirmed; and
2. **That** the Mayor and the Deputy Clerk are authorized to sign the agreement on behalf of the Township of Southgate; and
3. **That** by-law number 88-2015 is hereby repealed; and
4. **That** where the provisions of any other by-law, resolution or action of Council are inconsistent with the provisions of this by-law, the provisions of this by-law shall prevail.

Read a first, second and third time and finally passed this 15th day of April, 2020.

John Woodbury – Mayor

Lindsey Green – Acting Clerk

THIS AGREEMENT made in duplicate this ____ day of January 2020

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
(hereinafter called "Wellington North") of the FIRST PART

And

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE
(hereinafter called "Southgate") of the SECOND PART

WHEREAS the Council of Wellington North has established the Mount Forest and District Sports Complex (hereinafter called "the Facility") at 850 Princess Street, Mount Forest which, in part, provides recreational services for residents of Southgate;

AND WHEREAS the Council of Wellington North has established a Recreation Department to provide for the operation, maintenance and management of said facility;

AND WHEREAS the Facility is comprised of different sized rooms intended for use on a rental basis by individuals and organizations for social and business gatherings and a Facility providing an ice surface to be used for different "ice oriented" activities including related dressing rooms, a seating area, and a reception lobby;

AND WHEREAS Southgate wishes to provide financial assistance to Wellington North for only the operations of the "ice oriented" part of the Facility;

AND WHEREAS each of the Parties hereto wish to clarify its obligations to the other Party with respect to these matters and to identify more particularly the powers of the Wellington North Recreation Department in relation to the management of this Facility;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants of each Party, the one with the other, the Parties hereto covenant and agree and follows:

1. The Recreation Department of Wellington North under the direction of the Director of Operations (hereinafter called the "director") will provide direction for the management of the Mount Forest and District Sports Complex and the programs offered therein (hereinafter called the "Facility") on behalf of Wellington North.

2. The Director, or designate, will report in writing to the Recreation, Parks & Leisure Committee of Wellington North on the operation of the Facility. The report will include financial information and general information with respect to the operations of the facility including information on events being held, major maintenance and repairs, seasonal operations, etc.
3. The Director, or designate, will provide a financial report described in paragraph 2, as it relates to only "ice oriented" activities at the Facility, to the Council of Southgate April 30th, September 30th and a yearend final financial report.
4. Periodically report to Recreation, Parks & Leisure Committee on net annual revenue, operating and capital costs, including grants, for which Southgate is providing assistance, which includes year-round "ice oriented" or "ice surface" activities at the Facility.
5. An amount of \$24,802.00 and increased annually by the annual change in the Consumer Price Index will be paid to the Township of Wellington North by the Township of Southgate on an annual basis payable:
 - a. 50% on February 1st each year
 - b. 25% on September 1st each year, and
 - c. The balance on Southgate's receipt of the "ice-oriented" year-end financial report.
6. This amount will be increased annually by the annual change in the Consumer Price Index as of October of the Previous year.
7. This is a 5-year agreement starting January 1, 2020 and terminating on December 31, 2024.
8. Southgate, as part of this agreement, shall appoint one person to represent the municipality on the Wellington North Recreation, Parks & Leisure Committee, as per the Committee's Terms of Reference included in this agreement as "Schedule A".

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF each of the parties hereto affixed its corporate seal as attested to by the proper officers duly authorized in that behalf.

THE CORPORATION OF THE TOWNSHIP
OF WELLINGTON NORTH

DocuSigned by:



80AF05F0477041F...
Andrew Lennox, Mayor

DocuSigned by:



F66A115C71324C9...
Karen Wallace, Clerk

THE CORPORATION OF THE TOWNSHIP
OF SOUTHGATE

John Woodbury, Mayor

Dave Milliner, Deputy Clerk

Schedule A
to the Wellington North-Southgate Recreation Agreement

**TERMS OF REFERENCE
RECREATION, PARKS AND LEISURE
Standing Committee of Council**

RECREATION VISION STATEMENT

Ensuring affordable, inclusive and high-quality recreation, parks and leisure opportunities through effective communication and combined community efforts.

ROLE/PURPOSE

The Recreation, Parks and Leisure Committee will serve as an advisory body to the Council of the Township of Wellington North:

- Provide strategic direction and recommendations with a focus on long-term planning on matters related to parks and recreation, including policy development, community partnerships, programming, and capital matters;
- Actively promote, encourage and support the use of local parks and recreational assets, as well as support the Recreation Master Plan's guiding principles and recommendations;
- Provide a forum for citizens to raise ideas or concerns regarding recreation, parks and leisure, as well as actively engage community groups in advocacy, coordination and collaborations;
- Advise Council of issues/concerns raised by taxpayers or staff that may affect the overall success of the department;
- Be the lead on design and layout approvals of new recreation assets i.e. pools, parks, playgrounds and the surrounding landscaping;
- Create a healthy community by providing opportunities for physical activities for all ages through programs and utilization of township assets;
- Recommend to Council the establishment of ad hoc committees where necessary to address project-specific items; and
- Report annually to Council on their accomplishments and future work plans.

TERM

This Terms of Reference is effective immediately, expiring on December 31, 2022, as the initial term, with automatic renewal for four-year terms unless otherwise specified. Committee members will typically serve four-year terms; however, membership is at the pleasure of their respective Township Councils. Before automatic renewal of this Terms of Reference, the Committee will review and propose any appropriate amendments in its Terms of Reference and membership, requiring Council approval of amendments.

COMMITTEE COMPOSITION/STRUCTURE

The Committee shall be comprised of the following:

- Two (2) Township of Wellington North Council representatives
- One (1) Township of Southgate Council representative
- Township of Wellington North Mayor (ex-officio)
- Four (4) municipal staff representatives (non-voting)
 - Director of Operations
 - Manager of Recreation Services
 - Community Recreation Coordinator
 - Clerk, Deputy Clerk or designate

Alternate Council Member Representative: Council may appoint an alternate Council Member Representative to attend meetings when the other Council member is unable to attend. The alternate can only have voting rights in the absence of the other member.

Additional representatives may also be invited to join the Recreation, Parks and Leisure Committee or attend specific meetings as an expert resource to support discussion/decision making.

The Committee will appoint from its voting members, a chairperson, to chair the meetings of the Committee.

The Committee will conduct meetings consistent with the Committee's Procedural By-law.

INDIVIDUAL ROLES OF COMMITTEE MEMBERS

Committee members will represent the greater community.

Individual Committee members will:

- Strive to attend all scheduled meetings and advise in advance when unable to attend (to determine if there is going to be a quorum);
- Participate fully in the exchange of information and identification of issues of relevance to stakeholders;
- Consider ideas and issues raised and provide strategic guidance and input;
- Consider organizational implications and impacts of issues;
- Understand the strategic implications and outcomes of initiatives being pursued;
- Provide resources to the work of the group as necessary and appropriate (i.e., time, expertise, and information);
- Seek input from, and relay information to respective partners;
- Be genuinely interested in the initiatives and the outcomes being pursued;
- Perform their duties in a manner that maintains and enhances public confidence in the integrity, objectivity and impartiality of the Township;

- Adhere to the Municipal Conflict of Interest Act and clearly identify any items of pecuniary interest before they are discussed and refrain from discussing and voting on same;
- Not benefit from the use of information acquired during the course of official duties that is not generally available to the public;
- Be professional, courteous and respectful with other members, Council, staff and the general public. In doing so will not publicly criticize Elected Officials, staff or other members and respect the decisions of Committee and Council;
- Maintain confidentiality when necessary, and ensure personal information controlled by the Township is used or disclosed in compliance with the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA);
- Understand the Committee's relationship to Council;
- Prepare for meetings by reading agendas and any background information supplied and by actively participating in the discussion and decision-making process;
- Respect that actions taken and/or recommendations shall reflect the majority view of the committee.

A Committee member shall be deemed to have resigned their appointment if they are absent from 3 consecutive meetings without the prior consent of the Committee or unless they are absent for health reasons, in which case the continuation of their appointment shall be determined by Council

The success of the Recreation, Parks & Leisure Committee in achieving the noted objectives will be through partnership and collaboration.

RESPONSIBILITIES OF THE CHAIR

The Chair holds the following responsibilities:

- Conduct meetings consistent with the Committee's Procedural By-law;
- Facilitate the meeting by identifying the order of proceedings and speakers according to the published agenda;
- Maintain decorum and ensure fairness and accountability;
- Assist recording clerk when possible or when requested;
- Responsible for the preparation of the agenda;
- Represent the views of the committee and not personal views;
- Preside at all meetings of the Committee;
- Recess a meeting at any time for not more than 10 minutes;
- Adjourn the meeting when business is concluded;
- Adjourn the meeting, without question, in the case of grave disorder arising during the meeting.

If the Chair is absent for two (2) consecutive meetings through illness or otherwise, the committee may appoint an Acting Chair or a new Chair, as deemed appropriate. While presiding the Acting Chair shall have all the powers of the Chair.

RESPONSIBILITIES OF WELLINGTON NORTH MUNICIPAL STAFF REPRESENTATIVES

- Chief Administrative Officer (CAO) – Overall responsibility for the staff and operations of the Township. Provides strategic guidance on long-term planning initiatives to Committee and Council as well as overall leadership and direction. CAO approves all reports for Committee.
- Director of Operations – Overall responsibility for Roads, Water and Recreation services. Provides strategic guidance on long-term planning initiatives to Committee and Council as well as leadership and direction to the Recreation Management Team. Provides support to the Committee Chair and prepares reports for the Committee as required.
- Manager, Recreation Services – Manager has overall responsibility for recreation services operations including facility and park operations in partnership with Coordinator. Manager ensures appropriate information related to operations and capital is provided to the committee. Provides support to the Committee Chair and determines what other recreation staff should attend committee meetings. Prepares reports for the Committee as required.
- Community Recreation Coordinator – Coordinator has overall responsibility for recreational programs including aquatics in partnership with Manager. Coordinator takes a leadership role as it relates to gathering information required for agendas, coordinating delegations/deputations to committee, consults with the Committee Chair on meeting scheduling and agenda content. Provides support to the Committee Chair and prepares reports for the Committee as required.
- Clerk, Deputy Clerk or designate – Clerk provides administrative support in preparation and circulation of agenda, completes meeting minutes and ensure follow-up on staff direction or committee recommendations. Clerk posts agendas, minutes and meeting dates/times to the Township's website and ensures Committee procedures and practices are in compliance with the Committee's procedural by-law.

AUTHORITY

The Committee shall serve as an advisory body to Council, making recommendations to the Council of the Township of Wellington North on options regarding Parks and Recreation.

The committee shall be deemed to be a Committee of Council and shall adhere to any policies and procedures as provided for under the Municipal Act, 2001, as amended and the Township's Procedure By-law, and any other applicable

legislation. Where there is conflict between these Terms of Reference, the Municipal Act, 2001 or any other Act or Regulation governing the Committee, the Act shall prevail.

BUDGET

The Committee is not authorized to expend or commit municipal funds to the recommendation. Decisions made at Committee will be presented as a recommendation to the Council of the Township of Wellington North.

All Committee members are volunteer and will receive no remuneration for their time, outside of municipal employees.

REPORTING

The Committee shall report directly to Council under the signature of the Chair or designate. Meeting minutes are brought to Council for approval following the Committee meeting. The Committee may appear before Council as a delegation to present their final recommendation.

It is anticipated the Committee Chair will speak to Committee minutes at the Council meeting they are presented at.

MEETINGS

The Recreation, Parks and Leisure Committee will meet ten times per calendar year, observing a winter and summer break (no meeting in January and August). Meetings are scheduled the first Tuesday of the month from 8:30a.m. – 10:30a.m., at a Wellington North facility. Additional meetings will be at the call of the Chair.

Formal Agendas and Minutes will be posted on the Township website.

The Committee will conduct its meetings in public, in an accessible location.

GUIDING PRINCIPLES

The guiding principles articulate the core beliefs, values and overall direction that the Township of Wellington North and its partners should strive to achieve over time.

1. Opportunities for All: Foster community and individual wellbeing through accessible and inclusive leisure opportunities for people of all ages and abilities.
2. Meaningful Engagement & Communication: Effectively share information and involve residents in decisions impacting their community.
3. Working Together to Achieve Shared Goals: Engage and support volunteers and community partners in the coordinated delivery of initiatives that enhance public access to needed services and facilities.

4. Responsive Facilities, Parks & Trails: Provide a range of thoughtfully designed amenities that respond to demonstrated needs, with a view toward maximizing public access, utilization and sustainability.
5. Customer-Focused Services: Demonstrate accountability by upholding consistently high standards in customer service, programs and policies, and maintenance practices.
6. Commitment Toward Financial Sustainability: Provide value through the efficient use of resources, balanced application of user fees, integrated decision-making and pursuit of non-municipal funding sources.

[The remainder of this page intentionally left blank.]

Township of Southgate

Administration Office

185667 Grey Road 9, RR 1
Dundalk, ON N0C 1B0

Phone: 519-923-2110

Toll Free: 1-888-560-6607

Fax: 519-923-9262

Web: www.southgate.ca

Staff Report CAO2020-031

Title of Report: RED Program Funding Agreement Approval Report

Department: Administration

Council Date: April 15, 2019

Council Recommendation:

Be it resolved that Council receive Staff Report CAO2020-031 as information; and
That Council approve the RED Funding application agreement for streetscaping of Downtown Dundalk, specifically for Proton Street upgrades of streetlight poles, parking lot, signage, banners, bows, benches, flower baskets, planter boxes, bike racks and waste/recycling containers; and
That Council approve the RED Funding Agreement by Municipal By-law.

Background:

The Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA) released a Rural Economic Development (RED) Program funding announcement on July 26, 2019 with an application intake that opened on July 29th, 2019 and closed on September 9th, 2019.

Ontario's Rural Economic Development (RED) program provides cost-share funding to support activities that create strong rural communities in Ontario and opens doors to rural economic development through:

- funding assistance to address barriers to economic development, better position for rural communities to attract and retain jobs and investment and enhance economic growth
- funding to build community capacity and support for economic development in Ontario's rural communities
- investments in rural communities to help diversify and grow local economies – making economic growth more inclusive so Rural Ontario continues to share in the province's economic prosperity

Municipalities are eligible for program funding. There are 2 streams of funding:

- **Economic Diversification and Competitiveness Stream:** up to 50% of eligible project costs to a maximum of \$150,000.
- **Strategic Economic Infrastructure Stream:** up to 30% of eligible project costs to a maximum of \$250,000.

The funds available for Downtown Revitalization are for projects that focus on identifying and implementing actions to improve and promote traditional town centres. Minor capital projects related to streetscaping and landscaping such as wayfinding signage and beautification are eligible for funding. Examples of beautification are lighting, banners, murals, street furniture, public art and trees.

Staff reported the funding would not pay for hard capital investment in cement to replace sidewalks or construction to resolve accessibility issues on Proton Street in the business section of Dundalk. Our initial research was to look at reconstruction of Proton Street between Main Street and Proton Street to redevelop the area to address accessibility issues and look at future streetscape designs. This was to address concerns raised in our new 2019-2023 Community Action Plan to make the downtown business section of Dundalk an attraction for our residents, shoppers and visitors.

The EDO applied to OMAFRA for the RED project funding to upgrade Downtown Dundalk Proton Street Upgrades including streetlight poles, parking lot, signage, banners, bows, benches, flower baskets, planter boxes, bike racks and waste/recycling containers. We have now been approved for the project and we are looking to Council for final approval to proceed with the funding agreement with OMAFRA.

The information to describe the project in the RED application was the following:

The purpose of the project is to revitalize Downtown Dundalk. The project is part of a larger road, sidewalk, streetscaping and underground infrastructure project. The opportunity arose as there was a need to replace the Main Street in Dundalk, which is a County Road with the Township, reconstructing the road to replace the aging water and sewer mains along with the SCTV connections to residential and commercial properties from the mains. While the road was under construction other utilities were replaced or added, including adding fibre internet to each of the buildings on the reconstructed sections of the road. As part of the project the street lighting/ utility poles will be replaced. Our plan through the RED program is to add streetscaping elements that will be added to the streetlight poles downtown to include banners and hanging flower baskets to beautify the business section of the downtown. There is also our plan to add wayfinding signage at the Main Street intersection to show facilities and businesses on Proton St. which is the other main downtown street section in Dundalk. Ground based streetscaping elements such as garbage bins, recycling containers, benches and bike stands will be placed on the new sidewalk. The addition of this local Municipal and County investment in the road, sidewalk, streetscaping and infrastructure is a major public investment to revitalize the downtown and encourage private sector investment in the commercial buildings to attract new business and jobs to the vacant storefronts. In our growing community Downtown Dundalk has 7 vacant storefronts that need occupation by businesses, which will also be proving local jobs. The streetscaping project will revitalize the look of the downtown and shows the public sectors our commitment to revitalize downtown and to fill the vacant storefronts. The improvement in streetscaping will encourage private sector investments in the vacant buildings some of which not only need facade improvements, but upgrades for accessibility and building/fire code compliance. The installation of a wayfinding signage program in the downtown should also improve the marketing of the businesses on Proton St. to travellers driving through the downtown.

This project was applied for to secure funding to advance the CAP Goal #2 of Revitalizing Downtown Dundalk and upgrading Proton Street as the next construction phase after Main Street East. The RED funding project is intended to support the streetscaping of Downtown Dundalk.

Staff Comments:

At the March 4th, 2020 Council meeting staff report CAO2020-024 titled, Southgate RED Funding Agreement Approval Report, was presented and the following motion was approved by Council:

Moved By Councillor Shipston; **Seconded By** Councillor Sherson;

Be it resolved that Council receive Staff Report CAO2020-024 as information; and **That** Council approve proceeding with the RED Funding application agreement for Streetscaping of Downtown Dundalk, specifically for Proton Street upgrades of streetlight poles, parking lot, signage, banners, bows, benches, flower baskets, planter boxes, bike racks and waste/recycling containers.

Carried No. 2020-131

Staff recommends that Council approve the RED Funding Agreement with OMAFRA.

Financial Impact or Long-Term Implications

The costs within the project are for the following project items:

Project Item	Cost
Hanging Flower Baskets	\$ 5,797.00
Downtown Banners	\$ 3,390.00
Litter/Recycle Containers	\$ 7,641.00
Benches	\$ 7,322.00
Bike Racks	\$ 1,243.00
Planter Boxes	\$ 4,678.00
Wayfinding Signage	\$ 5,650.00
Street Poles for Lighting & Bows	<u>\$23,391.00</u>
Total Project Cost	\$59,112.00
RED Funding	<u>\$17,733.60</u>
Southgate Cost of the Project	\$41,378.40

The financial impact to the Township of Southgate as a result of this report is the project could be funded from various reserves and capital investment. The reserve options are the following:

Reserve Account	Reserves Amount
ED- Signage	\$24,568.26
ED-Downtown Parking	\$10,000.00
ED-Downtown Improvements	\$20,000.00

Communications & Community Action Plan Impact:

This report has been written and presented to Council to communicate accurate information to the public.

Goal 2 - Revitalizing Downtown Dundalk

Action 2:

The residents and businesses of Southgate envision our largest town once again becoming a source of community pride and a hotbed of community activity, with a much-improved appearance and a broader range of business opportunity.

Strategic Initiatives:

2-B - The Township will have developed, adopted and implemented Community Improvement Plans for settlement areas, including incentives for downtown redevelopment and re-use.

2-F - The Township will appoint and work with a Downtown Revitalization Advisory Committee, involving community organizations, businesses, landlords and tenants, and other stakeholders.

2-G - The Township will have installed prominent signage to direct visitors to downtown attractions and businesses.

2-H - The Township will support the renewal of the downtown murals. –

Concluding Comments

1. That Council receive staff report CAO2020-031 as information.
2. That Council approve the RED Funding Agreement that is included in the By-law document with OMAFRA.
3. That Council approve the RED Funding Agreement by Southgate Municipal By-law.

Respectfully Submitted,

CAO approval: Original Signed By

Dave Milliner – CAO

dmilliner@southgate.ca 923-2110 x223

The Corporation of the Township of Southgate

By-law Number 2020-030

being a by-law to authorize an agreement between Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs and the Corporation of the Township of Southgate

Whereas the Municipal Act, 2001, Chapter 25, as amended, Section 5 (3), states that municipal power, including a municipality's capacity, rights, powers and privileges, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise; and

Whereas Section 8 of the Municipal Act, 2001, Chapter 25, as amended, provides that a municipality has the authority to govern its affairs as it considers appropriate and enables the municipality to respond to municipal issues; and

Whereas Section 9 of the Municipal Act, 2001, Chapter 25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act; and

Whereas it is deemed necessary and desirable that the Council of the Corporation of the Township of Southgate enact a by-law authorizing the Corporation to enter into an agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs,

Now therefore be it resolved that the Council of the Corporation of the Township of Southgate enacts as follows:

1. **That** the agreement between Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs and The Corporation of the Township of Southgate, attached hereto at Schedule A is hereby ratified and confirmed; and
2. **That** the Mayor and the Acting Clerk are authorized to sign the agreement on behalf of the Township of Southgate; and
3. **That** where the provisions of any other by-law, resolution or action of Council are inconsistent with the provisions of this by-law, the provisions of this by-law shall prevail.

Read a first, second and third time and finally passed this 15th day of April, 2020.

John Woodbury – Mayor

Lindsey Green – Acting Clerk

RURAL ECONOMIC DEVELOPMENT PROGRAM

AGREEMENT BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Agriculture, Food and Rural Affairs

(the "Province")

- and -

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

CRA # 870419173

(the "Recipient")

I. BACKGROUND

The Recipient has applied to the Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA) for funding under the Rural Economic Development (RED) program to assist the Recipient in carrying out the project.

The Recipient intends to carry out the Project under the Program.

The Province wishes to provide Funds to the Recipient for the Project.

II. CONSIDERATION

In consideration of the mutual covenants and agreements contained in this agreement (the "Agreement") and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Province and the Recipient (the "Parties") agree as follows:

III. ENTIRE AGREEMENT

This Agreement, including:

Schedule "A" – General Terms and Conditions,
Schedule "B" – Operational Requirements and Additional Terms and Conditions,
Schedule "C" – Project Description,
Schedule "D" – Project Financial Information,
Schedule "E" – Reporting, and
any amending agreement entered into as provided below,

constitute the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersede all prior oral or written representations and agreements.

IV. COUNTERPARTS

This 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.

V. AMENDING AGREEMENT

This Agreement may only be amended by a written agreement duly executed by the Parties.

VI. ACKNOWLEDGEMENT

The Recipient:

- (a) acknowledges that it has read and understands the provisions contained in the entire Agreement; and
- (b) agrees to be bound by the terms and conditions in the entire Agreement.

IN WITNESS WHEREOF the Parties have executed this Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO,
as represented by the Minister of Agriculture, Food and Rural Affairs

Name: Carolyn Hamilton
Title: Director, Rural Programs Branch

Date:

I have the authority to bind the Crown pursuant to delegated authority.

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

Name: William Gott
Title: Treasurer

Date:

Name: Dave Milliner
Title: Chief Administrative Officer

Date:

I/We have authority to bind the Recipient.

SCHEDULE “A” GENERAL TERMS AND CONDITIONS

ARTICLE 1 INTERPRETATION AND DEFINITIONS

1.1 Interpretation. For the purposes of interpreting the Agreement:

- (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 this Agreement; they are for reference purposes only and will not affect the interpretation of the Agreement;
- (d) Any reference to dollars or currency will be in Canadian dollars and currency;
- (e) Any reference to a statute means a statute of the Province of Ontario, unless otherwise indicated;
- (f) Any reference to a statute is to that statute and to the regulations made pursuant to that statute as they may be amended from time to time and to any statute or regulations that may be passed that have the effect of supplanting or superseding that statute or regulation unless a provision of the Agreement provides otherwise;
- (g) All accounting terms will be interpreted in accordance with the Generally Accepted Accounting Principles and all calculations will be made and all financial data to be submitted will be prepared in accordance with the Generally Accepted Accounting Principles; and
- (h) The words “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

1.2 Definitions. In the Agreement, the following terms will have the following meaning:

“Additional Terms And Conditions” means the terms and conditions referred to in section 8.1 of Schedule “A” of this Agreement and specified in section B.2 of Schedule “B” of this Agreement.

“Arm’s Length” has the same meaning as set out in the *Income Tax Act* (Canada) as it read on the Effective Date of this Agreement, and as treated or defined under Generally Accepted Accounting Principles.

“Auditor General” means the Auditor General of Ontario and/or the Auditor General of Canada, depending on the context.

“BPSAA” means the *Broader Public Sector Accountability Act, 2010*.

“Budget” means the budget attached as section D.3 of Schedule “D” of this Agreement.

“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 is closed for business.

“Claim Submission Deadline” means the date or dates set out under section D.4 of Schedule “D” of this Agreement.

“Contract” means an agreement between the Recipient and a third-party whereby the third-party agrees to provide a good or service for the Project in return for financial consideration that may be claimed by the Recipient as an Eligible Cost.

“Cost-Share Funding Percentage” means the percentage the Province will pay toward the Recipient’s Eligible Costs, as set out under section D.1.1 of Schedule “D” of this Agreement.

“Incurred” in relation to costs, means a cost that a Recipient has become liable for, regardless whether actual payment has occurred (i.e., the Recipient has received the goods or services).

“Effective Date” means the date on which this Agreement is effective, as set out under section B.1.1 of Schedule “B” of this Agreement.

“Eligible Costs” means those costs set out under section D.6 of Schedule “D” of this Agreement.

“Event of Default” has the meaning ascribed to it in section 14.1 of Schedule “A” of this Agreement.

“Expiration Date” means the date on which this Agreement will expire, as set out under section B.1.2 of Schedule “B” of this Agreement, unless amended or terminated prior to this date in accordance with the terms and conditions of this Agreement.

“FAA” means the *Financial Administration Act*.

“Failure” means a failure to comply with any term, condition, obligation under any other agreement that the Recipient has with Her Majesty the Queen in Right of Ontario or one of Her agencies.

“Final Report” means a final Report on the Project in the form set out in Schedule “E.2” of this Agreement.

“FIPPA” means the *Freedom of Information and Protection of Privacy Act*.

“Funding Year” means:

- (a) In the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31, the Expiration Date, or the termination of this Agreement, whichever comes first; and;
- (b) In the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31, the Expiration Date, or the termination of this Agreement, whichever comes first.

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

“Guidelines” means any written documents setting out the criteria governing the operation of the Program.

“Holdback” means the amount set out under section D.1.3 of Schedule “D” of this Agreement.

“Indemnified Parties” means Her Majesty the Queen in Right of Ontario, Her Ministers, agents, appointees and employees.

“Ineligible Costs” means those costs set out under section D.7 of Schedule “D” of this Agreement.

“Maximum Funds” means the maximum amount of Funds the Province will provide to the Recipient under this Agreement, as set out under section D.1.2 of Schedule “D” of this Agreement.

“MFIPPA” means the *Municipal Freedom of Information and Protection of Privacy Act*.

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

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

“Party” means either the Province or the Recipient, unless the context implies otherwise.

“Program” means the program created by the Province entitled Rural Economic Development Program under Order-in-Council 201/2011, as amended.

“Progress Update and Claim Statement” means a Report on the progress of the Project and claim for payment of all or a portion of the Funds in the form set out in Schedule “E.1” of this Agreement.

“Project” means the undertaking described in Schedule “C” of this Agreement.

“Project Approval Date” means the date set out in section B.1.3 of Schedule “B” of this Agreement.

“Project Completion Date” means the date that the Recipient must complete its Project under this Agreement, as set out in section B.1.4 of Schedule “B” of this Agreement.

“PSSDA” means the *Public Sector Salary Disclosure Act, 1996*.

“Reports” means the reports set out under Schedule “E” of this Agreement.

“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 that now or at any time hereafter may relate to the Recipient, the Project, the Funds and this Agreement. Without limiting the generality of the foregoing, if the Recipient is subject to the *BPSAA*, the *PSSDA* or any other type of broader public sector accountability legislative provisions, those broader public sector accountability legislative provisions are deemed to be a Requirement of Law.

“Term” means the period of time beginning on the Effective Date of this Agreement and ending on the Expiration Date or the termination of this Agreement, whichever is shorter.

- 1.3 Conflict.** Subject to section 8.1 of Schedule “A” of this Agreement, in the event of a conflict between this Schedule “A” of the Agreement and any other Schedule of this Agreement, the terms and conditions set out under this Schedule “A” of the Agreement will prevail.

ARTICLE 2 REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 General. The Recipient represents, warrants and covenants that:

- (a) It is, and will continue to be for the Term of this Agreement, an eligible applicant as described in the Guidelines with full power to fulfill its obligations under this Agreement;
- (b) It has, and will continue to have for the Term of this Agreement, the experience and expertise necessary to carry out the Project;
- (c) It has the financial resources necessary to carry out the Project and is not indebted to any person(s) to the extent that that indebtedness would undermine the Recipient’s ability to complete the Project by the Project Completion Date;
- (d) It is in compliance with all Requirements of Law and will remain in compliance with all Requirements of Law for the Term related to any aspect of the Project, the Funds or both for the term of this Agreement; and
- (e) Unless otherwise provided for in this Agreement, any information the Recipient provided to the Province in support of its request for Funds, including any information relating to any eligibility requirements, was true and complete at the time the Recipient provided it.

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

- (a) The full power and authority to enter into this Agreement; and
- (b) Taken all necessary actions to authorize the execution of this Agreement.

2.3 Governance. The Recipient represents, warrants and covenants that it has, and will maintain, in writing, for the term of this Agreement:

- (a) A code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) Procedures to ensure the ongoing effective functioning of the Recipient;
- (c) Decision-making mechanisms for the Recipient;
- (d) Procedures to enable the Recipient to manage the Funds prudently and effectively;
- (e) Procedures to enable the Recipient to successfully complete the Project;
- (f) Procedures to enable the Recipient to, in a timely manner, identify risks to the completion of the Project and develop strategies to address those risks;
- (g) Procedures to enable the preparation and delivery of all Reports required under this Agreement; and
- (h) Procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under this Agreement.

2.4 Supporting Documentation. Upon request, and within the time period indicated in the Notice, the Recipient will provide the Province with proof of the matters referred to in this Article 2 of Schedule "A" of this Agreement.

2.5 Additional Covenants. The Recipient undertakes to advise the Province within five (5) Business Days of:

- (a) Any changes that affect its representations, warranties and covenants under sections 2.1, 2.2 or 2.3 of Schedule "A" of this Agreement during the Term of the Agreement; and
- (b) Any actions, suits or other proceedings which could or would reasonably prevent the Recipient from complying with the terms and conditions of this Agreement.

ARTICLE 3 FUNDS AND CARRYING OUT THE PROJECT

3.1 Funds Provided. The Province will:

- (a) Provide Funds to the Recipient up to the Maximum Funds, based on the Cost-Share Funding Percentage, for the sole purpose of carrying out the Project;
- (b) Provide the Funds to the Recipient in accordance with section D.5 of Schedule "D" of this Agreement provided that the Recipient makes claims for payment of Funds in accordance with section D.5 of Schedule "D" of this Agreement;
- (c) Provide funding as long as the total combined amount of provincial and federal assistance for the Eligible Costs actually incurred and paid by the Recipient do not exceed ninety per cent (90%) of those costs; and
- (d) Deposit the Funds into an account designated by the Recipient, provided that account:
 - (i) Resides at a Canadian financial institution, and
 - (ii) Is in the name of the Recipient.

3.2 Limitation On Payment Of Funds. Despite section 3.1 of Schedule "A" of this Agreement:

- (a) The Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as the Province may request pursuant to section 11.2 of Schedule "A" of this Agreement;

- (b) The Province is not obligated to provide any Funds until it is satisfied with the progress of the Project;
- (c) The Province may adjust the amount of Funds it provides to the Recipient without liability, penalty or costs in any Funding Year based upon the Province's assessment of the information provided by the Recipient pursuant to Article 6 of Schedule "A" of this Agreement;
- (d) If, pursuant to the *FAA*, the Province does not receive the necessary appropriation from the Ontario Legislature for payment under this Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) Reduce the amount of Funds and, in consultation with the Recipient, change the Project without liability, penalty or costs; or
 - (ii) Recover Funds already paid to the Recipient; or
 - (iii) Terminate the Agreement pursuant to section 13.1 of Schedule "A" of this Agreement;
- (e) The Province shall impose a Holdback on any payment of Funds and will not be obligated to pay that Holdback to the Recipient until after the Province approves the Recipient's Final Report pursuant to Article 6 of Schedule "A" of this Agreement; and
- (f) The Province is not obligated to pay interest on the Holdback as described in (e) or any other payments under this Agreement.

3.3 Use Of Funds And Project. The Recipient will:

- (a) Carry out the Project in accordance with the terms and conditions of this Agreement;
- (b) Complete the Project by the Project Completion Date;
- (c) Not use the Funds for Ineligible Costs;
- (d) Use the Funds only:
 - (i) for Eligible Costs that are necessary for the purposes of carrying out the Project; and
 - (ii) for those activities set out in section D.3.1 of Schedule "D" of this Agreement; and
- (e) Use the Funds only in accordance with the Budget.

3.4 Province's Role Limited To Providing Funds. For greater clarity, the Province's role under this Agreement is strictly limited to providing Funds to the Recipient for the purposes of the Project and the Province is not responsible for carrying out the Project. Without limiting the generality of the foregoing, the fact that the Province may conduct reviews and/or audits of the Project as provided for in this Agreement or issues directions, approves changes to the Project or imposes conditions upon an approval in accordance with the terms and conditions of this Agreement will not be construed by the Recipient as the Province having a management, decision-making or advisory role in relation to the Project. The Recipient further agrees that the Recipient will not seek to include the Province as a decision-maker, advisor or manager of the Project through recourse to a third party, court, tribunal or arbitrator.

3.5 No Changes. The Recipient will not make any changes to the Project, including to the Budget or timelines, without the prior written consent of the Province.

3.6 Interest Bearing Account. If the Province provides Funds to the Recipient 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. The Recipient will hold the Funds in trust for the Province until the Recipient needs the Funds for the Project.

3.7 Recipient Earning Interest. If the Recipient earns any interest on the Funds, the Province may:

- (a) Deduct an amount equal to the interest from any further installment of the Funds; or
- (b) Demand from the Recipient the repayment of an amount equal to the interest.

3.8 No Provincial Payment Of Interest. The Province is not required to pay interest on any Funds under this Agreement. For greater clarity, this includes interest on any Funds that the Province has withheld paying to the Recipient.

3.9 Maximum Funds. The Recipient acknowledges and agrees that the Funds available to it pursuant to this Agreement will not exceed the Maximum Funds.

3.10 Rebates, Credits And Refunds. The Recipient acknowledges and agrees that the amount of Funds available to it pursuant to this Agreement is based on the actual costs to the Recipient, less any costs, including taxes, for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund.

3.11 Funding, Not Procurement. For greater clarity, the Recipient acknowledges and agrees that:

- (a) It is receiving funding from the Province for the Project and is not providing goods or services to the Province; and
- (b) The funding the Province is providing under this Agreement is funding for the purposes of the PSSDA.

ARTICLE 4

RECIPIENT'S ACQUISITION OF GOODS AND SERVICES AND DISPOSAL OF ASSETS

4.1 Acquisition. If the Recipient acquires goods or 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 and/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 any goods or services or both.

4.2 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 6 of Schedule "A" of this Agreement.

4.3 Disposal. The Recipient will not, without the Province's prior written 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 set out in section B.1.5 of Schedule "B" of this Agreement at the time of purchase within the date set out in section B.1.6 of Schedule "B" of this Agreement.

ARTICLE 5 CONFLICT OF INTEREST

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

5.2 Conflict Of Interest Includes. For the purposes of this Article, 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 to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project, the use of the Funds or both.

5.3 Disclosure To The Province: The Recipient will:

- (a) Disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and
- (b) Comply with any terms and conditions that the Province may impose as a result of the disclosure.

ARTICLE 6 REPORTING, ACCOUNTING AND REVIEW

6.1 Preparation And Submission. The Recipient will:

- (a) Submit to the Province at the address referred to in section B.1.7 of Schedule "B" of this Agreement or in a manner specified by the Province, all Reports in accordance with the timelines and content requirements set out in Schedule "E" of this Agreement, or in a form as specified by the Province from time to time;
- (b) Submit to the Province at the address provided in section B.1.7 of Schedule "B", of this Agreement or in a manner specified by the Province, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) Ensure that all Reports are completed to the satisfaction of the Province; and
- (d) Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer and that the accompanying confirmation has been completed.

6.2 Records Maintenance. The Recipient will keep and maintain:

- (a) All financial records, including invoices, relating to the Funds or otherwise to the Project in a manner consistent with generally acceptable accounting principles; and
- (b) All non-financial documents and records relating to the Funds or otherwise to the Project.

6.3 Inspection. The Province, its authorized representatives or an independent auditor identified by the Province may, at their own expense, upon twenty-four (24) hours' Notice to the Recipient during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may take one or more of the following actions:

- (a) Inspect and copy the records and documents referred to in section 6.2 of Schedule "A" of this Agreement;
- (b) Remove any copies made pursuant to section 6.3(a) of Schedule "A" of this Agreement from the Recipient's premises; and
- (c) Conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project or both.

6.4 Disclosure. To assist in respect of the rights set out under section 6.3 of Schedule "A" of this Agreement, the Recipient will disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province and will do so in the form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

6.5 No Control Of Records. No provision of this Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

6.6 Auditor General. For greater certainty, the Province's rights to audit under this Article 6 of the Agreement are in addition to any rights provided to the Auditor General.

ARTICLE 7 COMMUNICATIONS

7.1 Acknowledgement And Support. Unless otherwise directed by the Province, the Recipient will acknowledge the support of the Province in the form and manner set out under section B.1.8 of Schedule "B" of this Agreement.

7.2 Approvals Prior To Publication. The Recipient will submit all Project-related publications – whether written, oral or visual – to the Province for the approval of the Province prior to publication. The Recipient will indicate, in all of its 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.

7.3 Publication By The Province. The Recipient agrees that the Province may, in addition to any obligations the Province may have under *FIPPA*, publicly release information under this Agreement, including the Agreement itself, in hard copy or in electronic form, on the internet or otherwise. Without limiting the generality of the foregoing, the types of information the Province may publicize includes:

- (a) The Recipient's name;
- (b) A description of the Recipient's Project;
- (c) The amount of Funds the Recipient was approved to receive under this Agreement; and
- (d) The amount of Funds the Recipient actually received under this Agreement.

7.4 News Releases. The Recipient will ensure that all news releases related to the Project and created by the Recipient:

- (a) Are approved beforehand by the Province and
- (b) Include quotes from the Province, unless the Province declines to participate.

7.5 News Conferences. The Recipient will notify the Province in a timely manner of any planned news conferences organized by the Recipient to facilitate the attendance of the Province. The date for the news conference and other logistical considerations will be negotiated between the Province and the Recipient.

ARTICLE 8 ADDITIONAL TERMS AND CONDITIONS

8.1 Additional Terms And Conditions. The Recipient will comply with any Additional Terms and Conditions set out under section B.2 of Schedule “B” of this Agreement. In the event of a conflict or inconsistency between any of the requirements of the Additional Terms and Conditions and any requirements of this Schedule “A” of the Agreement, the Additional Terms and Conditions will prevail.

ARTICLE 9 DISCLOSURE OF INFORMATION PROVIDED BY RECIPIENT

9.1 FIPPA. The Recipient acknowledges that the Province is bound by the *FIPPA* and undertakes to perform its obligations under this Agreement in a manner that ensures that the Province is not in breach of its obligations under *FIPPA*.

9.2 Disclosure Of Information. Any information provided to the Province in connection with the Project or otherwise in connection with this Agreement may be subject to disclosure in accordance with *FIPPA* and any other Requirements of Law.

ARTICLE 10 INDEMNITY

10.1 Indemnification. The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all direct or indirect liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with this Agreement, unless solely caused by the gross negligence or wilful misconduct of the Province.

10.2 Recipient's Participation. The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.

10.3 Province's Election. The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province under this Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.

10.4 Settlement Authority. The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of the Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province, as the case may be, will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.

10.5 Recipient's Co-operation. If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province, as the case may be, to the fullest extent possible in the proceedings and any related settlement negotiations.

ARTICLE 11 INSURANCE

11.1 Recipient's Insurance. The Recipient represents and warrants that it has, and will maintain for the Term of this Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all 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 two million dollars (\$2,000,000.00) per occurrence. The 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 Project or under this Agreement;
- (b) A cross-liability clause;
- (c) Contractual liability coverage; and
- (d) A thirty (30) day written notice of cancellation provision.

11.2 Proof Of Insurance. The Recipient will provide the Province with certificates of insurance, or other proof as the Province may request within the time limit set out in that request, that confirms the insurance coverage as required under section 11.1 of Schedule "A" of this Agreement. Upon the request of the Province, the Recipient will make available to the Province a copy of each insurance policy.

ARTICLE 12 TERMINATION ON NOTICE

12.1 Termination On Notice. The Province may terminate the Agreement at any time without liability, penalty or costs upon giving at least thirty (30) days' Notice to the Recipient.

12.2 Consequences Of Termination On Notice By The Province. If the Province terminates this Agreement pursuant to section 12.1 of Schedule "A" of this Agreement, the Province may take one or more of the following actions:

- (a) Direct that the Recipient does not incur any costs for the Project that are Eligible Costs under this Agreement without the Province's prior written consent;
- (b) Cancel any further payments of the Funds;
- (c) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (d) 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 owing pursuant to section 12.2(b) of Schedule “A” of this Agreement; and
- (ii) Subject to section 3.9 of Schedule “A” of this Agreement, provide Funds to the Recipient to cover such costs.

ARTICLE 13 TERMINATION WHERE NO APPROPRIATION

13.1 Termination Where No Appropriation. If, as provided for in sections 3.2(d) of Schedule “A” of this Agreement, the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to this Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.

13.2 Consequences Of Termination Where No Appropriation. If the Province terminates this Agreement pursuant to section 13.1 of Schedule “A” of this Agreement, the Province may take one or more of the following actions:

- (a) Cancel any further payments of the Funds;
- (b) Demand the repayment 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 permit the Recipient to offset such costs against the amount owing pursuant to section 13.2(b) of Schedule “A” of this Agreement.

13.3 No Additional Funds. For greater clarity, if the costs determined pursuant to section 13.2(c) of Schedule “A” of this Agreement exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

ARTICLE 14 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

14.1 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 this Agreement:
 - (i) Carry out the Project;
 - (ii) Use or spend the Funds;
 - (iii) Provide, in accordance with section 6.1 of Schedule “A”, Reports or any such other reports as may have been requested pursuant to section 6.1(b) of Schedule “A”, under this Agreement; or
 - (iv) The Recipient fails to follow any directions that the Province provides under this Agreement.
- (b) The Recipient’s operations, or its organizational structure, 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 or an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) The Recipient ceases to operate.

14.2 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 a period as the Province determines appropriate;
- (d) Reduce the amount of Funds by an amount the Province determines is appropriate, acting reasonably;
- (e) Cancel any further payments of the Funds;
- (f) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) Demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the terms and conditions of this Agreement;
- (h) Demand the repayment of an amount equal to any Funds the Province provided to the Recipient, even though the Project is partially completed; and
- (i) Terminate this Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

14.3 Opportunity To Remedy. If, in accordance with section 14.2(b) of Schedule “A” of this Agreement, the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

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

14.4 Recipient Not Remediating. If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.2(b) of Schedule “A” of this Agreement, 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;

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections 14.2(a), (c), (d), (e), (f), (g), (h) and (i) of Schedule “A” of this Agreement.

14.5 When Termination Effective. Termination under this Article 14 of Schedule “A” of this Agreement will take effect as set out in the Notice.

ARTICLE 15 FUNDS AT THE END OF A FUNDING YEAR

15.1 Funds At The End Of A Funding Year. Without limiting any rights of the Province under Article 14 of Schedule “A” of this Agreement, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) Demand the return of the unspent Funds; and
- (b) Adjust the amount of any further payments of Funds accordingly.

ARTICLE 16 FUNDS UPON EXPIRY

16.1 *Funds Upon Expiry.* The Recipient will, upon the expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

ARTICLE 17 REPAYMENT

17.1 *Repayment Of Overpayment.* If at any time during the Term of this Agreement the Province provides Funds in excess of the amount to which the Recipient is eligible to receive under this Agreement, the Province may:

- (a) Deduct an amount equal to the excess Funds from any further payments of the Funds; or
- (b) Demand that the Recipient pay an amount equal to the excess Funds to the Province.

17.2 *Debt Due.* If, pursuant to this Agreement:

- (a) The Province demands the payment of any Funds or an amount equal to any Funds from the Recipient; or
- (b) The Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not their return or repayment has been demanded by the Province, such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient and the Recipient will pay or return the amount to the Province immediately, unless the Province directs otherwise. For greater clarity, in the event that 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, this section 17.2 of Schedule "A" of this Agreement will not affect any Funds that the Recipient is holding in trust for the Province under section 3.6 of Schedule "A" of this Agreement.

17.3 *Interest Rate.* The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

17.4 *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 referred to in section 18.1 of Schedule "A" of this Agreement.

17.5 *Repayment.* Without limiting the application of section 43 of the *FAA*, if the Recipient fails to repay any amount owing under this Agreement, Her Majesty the Queen in Right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in Right of Ontario.

17.6 *Funds Are Part Of A Social Or Economic Program.* The Recipient acknowledges and agrees that any Funds provided under this Agreement are for the administration of social or economic programs or the provision of direct or indirect support to members of the public in connection with social or economic policy.

ARTICLE 18 NOTICE

18.1 *Notice In Writing And Addressed.* Notice will be in writing and will be delivered by email, postage-paid mail, personal delivery or fax and will be addressed to the Province and the Recipient respectively as set out in section B.1.9 of Schedule “B” of this Agreement or as either Party later designates to the other by Notice.

18.2 *Notice Given.* Notice will be deemed to have been given:

- (a) In the case of postage-paid mail, five (5) Business Days after the Notice is mailed; or
- (b) In the case of email, personal delivery or fax, one (1) Business Day after the Notice is delivered.

18.3 *Postal Disruption.* Despite section 18.2(a) of Schedule “A” of this Agreement, in the event of a postal disruption,

- (a) Notice by postage-prepaid mail will not be deemed to be received; and
- (b) The Party giving Notice will provide Notice by email, personal delivery or fax.

ARTICLE 19 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

19.1 *Consent.* When the Province provides its consent pursuant to this Agreement, that consent will not be considered valid unless that consent is in writing and the person providing that consent indicates in the consent that that person has the specific authority to provide that consent. The Province may also impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

ARTICLE 20 SEVERABILITY OF PROVISIONS

20.1 *Invalidity Or Unenforceability Of Any Provision.* The invalidity or unenforceability of any provision in this Agreement will not affect the validity or enforceability of any other provision of this Agreement. Any invalid or unenforceable provision will be deemed to be severed.

ARTICLE 21 WAIVER

21.1 *Waivers In Writing.* If a Party fails to comply with any term or condition of this Agreement that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 18 of Schedule “A” of this Agreement. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply. For greater clarity, where the Province chooses to waive a term or condition of this Agreement, such waiver will only be binding if provided by a person who indicates in writing that he or she has the specific authority to provide such a waiver.

ARTICLE 22 INDEPENDENT PARTIES

22.1 *Parties Independent.* The Recipient acknowledges and agrees that it 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.

ARTICLE 23 ASSIGNMENT OF AGREEMENT OR FUNDS

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

23.2 *Agreement Binding.* All rights and obligations contained in this Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

ARTICLE 24 GOVERNING LAW

24.1 *Governing Law.* This 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 this Agreement will be conducted in the Courts of Ontario, which will have exclusive jurisdiction over such proceedings.

ARTICLE 25 FURTHER ASSURANCES

25.1 *Agreement Into Effect.* The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of this Agreement to their full extent.

ARTICLE 26 JOINT AND SEVERAL LIABILITY

26.1 *Joint And Several Liability.* Where the Recipient comprises more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under this Agreement.

ARTICLE 27 RIGHTS AND REMEDIES CUMULATIVE

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

ARTICLE 28 ACKNOWLEDGMENT OF OTHER LEGISLATION AND DIRECTIVES

28.1 *Recipient Acknowledges.* The Recipient acknowledges that:

- (a) By receiving Funds it may become subject to legislation applicable to organizations that received funding from the Government of Ontario, including the *BPSAA*, the *PSSDA* and the *Auditor General Act*;
- (b) Her Majesty the Queen in Right of Ontario has issued expenses, perquisites and procurement directives and guidelines pursuant to the *BPSAA*; and
- (c) It will comply with any such legislation, including directives issued thereunder, to the extent applicable.

ARTICLE 29 JOINT AUTHORSHIP

29.1 *Joint Authorship Of Agreement.* The Parties will be considered joint authors of this Agreement and no provision herein will be interpreted against one Party by the other Party because of authorship. No Party will seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.

ARTICLE 30 FAILURE TO COMPLY WITH OTHER AGREEMENT

30.1 *Other Agreements.* If the Recipient:

- (a) Has committed 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 under this Agreement without liability, penalty or costs for such period as the Province determines appropriate.

ARTICLE 31 SURVIVAL

31.1 *Survival.* The provisions of this Agreement that by their nature survive the expiration or early termination of this Agreement will so survive for a period of seven (7) years from the date of expiry or termination. Without limiting the generality of the foregoing, the following Articles and sections, and all applicable cross-referenced sections and schedules will continue in full force and effect for a period of seven (7) years from the date of expiry or termination: Articles 1 and any other applicable definitions, 9, 10, 17, 18, 20, 21, 24, 25, 27 and 29 as well as sections 3.2(d), 3.2(e), 3.4, 3.9, 3.10, 3.11, 6.1 (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), 6.2, 6.3, 6.4, 6.5, 6.6, 12.2, 13.2, 14.1, 14.2, 14.4 of Schedule "A" of this Agreement and any cross-referenced Schedules therein as well as any other provision in this Agreement that specifically sets out it will survive the expiration or early termination of this Agreement. Despite the above, section 4.3 of Schedule "A" shall survive for a period of two (2) years from the date of expiry or termination of this Agreement.

ARTICLE 32 BPSAA

32.1 *BPSAA.* For the purposes of clarity, if the Recipient is subject to the *BPSAA* and there is a conflict between any of the requirements of this Agreement and the requirements of the *BPSAA*, the *BPSAA* will prevail.

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SCHEDULE “B” OPERATIONAL REQUIREMENTS AND ADDITIONAL TERMS AND CONDITIONS

B.1 OPERATIONAL REQUIREMENTS

- B.1.1 *Effective Date.*** The Effective Date of this Agreement is: **December 13, 2019**
- B.1.2 *Expiration Date.*** The Expiration Date of this Agreement is: **September 1, 2021**
- B.1.3 *Project Approval Date.*** The Project Approval Date is the same as the Effective Date.
- B.1.4 *Project Completion Date.*** The Project Completion Date is: **September 1, 2020**

The Project Completion Date may be extended at the request of the Recipient by up to 6 months, provided that:

- (a) the proposed extended date falls within the same Funding Year as the current Project Completion Date, and is at least 6 months prior to the Expiration Date
- (b) the request is made in writing to the address in s. B.1.7; and
- (c) the request is approved by the Province in writing.

Extensions of the Project Completion Date into another Funding Year, or which would result in the Project Completion Date not being at least 6 months prior to the Expiration Date will require a written amendment to this Agreement duly executed by the Parties.

- B.1.5 *Disposal Of Assets.*** The amount for the purposes of section 4.3 of Schedule “A” of this Agreement is fifty thousand dollars (\$50,000.00) unless Ontario’s contribution is less than twenty five thousand dollars (\$25,000.00) in which case section 4.3 of Schedule “A” of this Agreement does not apply.
- B.1.6 *Asset Retention Time Period.*** For the purposes of section 4.3 of Schedule “A” of this Agreement the Recipient will retain the asset(s) for two (2) years from the date that the Project is completed.
- B.1.7 *Submission Of Publications For Approval And Reports.*** All Reports and Project-related publications under this Agreement shall be submitted to:
- Name:** Ontario Ministry of Agriculture, Food and Rural Affairs
- Address:** Rural Programs Branch
4th Floor NW, 1 Stone Road West
Guelph, Ontario N1G 4Y2
- Attention:** Jane Widdecombe, Manager
- Email:** RED@ontario.ca

or any other person identified by the Province in writing.

- B.1.8 *Recognition Of Provincial Support:*** The Recipient shall include on all Project-related publication – whether written, oral or visual – graphic identifiers of the Program or a tag line which recognizes the support provided by the Program. This recognition is subject to approval by the Province under section 7.2 of Schedule “A” of this Agreement
- The Recipient shall install a permanent sign recognizing the Program’s financial support of the Project. The design of the sign and its location is subject to approval by the Province prior to fabrication and installation. Costs of the sign are eligible under the RED program, with the Province reimbursing up to \$100 of the total costs of design, fabrication, and installation of the sign upon submission of a claim.

B.1.9 Providing Notice. All Notices under this Agreement shall be provided to:

	The Province:	The Recipient:
Name:	Ontario Ministry of Agriculture, Food and Rural Affairs	The Corporation of the Township of Southgate
Address:	Rural Programs Branch 4th Floor NW, 1 Stone Road West Guelph, Ontario N1G 4Y2	185667 Grey Road 9, RR 1 Dundalk, Ontario N0C 1B0
Attention:	Carolyn Hamilton, Director	Kayla Best, Economic Development Officer
Email:	RED@ontario.ca	kbest@southgate.ca

or any other person identified by the Parties in writing through a Notice.

B.2 ADDITIONAL TERMS AND CONDITIONS

B.2.1 Notice Of Recipient's Insolvency. The Recipient will:

- (a) Provide the Province with Notice at least five (5) Business Days prior to making an assignment, proposal, compromise or arrangement for the benefit of its creditors and will not incur any additional costs for the Project under this Agreement without the Province's prior written consent from the date the Notice is sent to the Province; and
- (b) Provide the Province with Notice within five (5) Business Days of a creditor providing the Recipient with a notice of an intent to enforce security or applying for an order adjudging the Recipient bankrupt or the appointment of a receiver, and will not incur any additional costs under this Agreement without the prior approval of the Province from the date that the Recipient received notice of the creditor's action.

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SCHEDULE “C” PROJECT DESCRIPTION

C.1 PROJECT NAME

Streetscaping of Downtown Dundalk

C.2 PROJECT STREAM

Strategic Economic Infrastructure Stream

C.3 PROJECT OBJECTIVE

The Corporation of the Township of Southgate will receive up to \$17,733.60 to revitalize downtown Dundalk with streetscaping and beautification enhancements including banners and hanging flower baskets, wayfinding signage, benches, bike stands, and recycle and trash bins.

C.4 ACTIVITIES

Recognition signage
Benches
Bike racks
Planter boxes
Downtown banners
Hanging flower baskets
Wayfinding signs
Street pole decorative bows
Litter/recycling containers

All activities identified above will be completed by the Project Completion Date identified under section B.1.4 of Schedule “B” of this Agreement.

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SCHEDULE "D"

PROJECT FINANCIAL INFORMATION

D.1 FUNDING INFORMATION

D.1.1 Cost-Share Funding Percentage. The Cost-Share Funding Percentage is thirty per cent (30.00%) of incurred paid Eligible Costs up to the Maximum Funds.

The percentage noted above is rounded to a whole number. Note that for payment purposes the percentage is calculated to 10 decimal places and is based on the Maximum Funds against the Project's Total Eligible Costs.

D.1.2 "Maximum Funds". The Maximum Funds the Recipient is eligible to receive from the Province under this Agreement is \$17,733.60

D.1.3 Holdback. The Holdback will be up to ten per cent (10%) of Maximum Funds from the final payment of Funds made under this Agreement.

D.2 INCURRING ELIGIBLE COSTS

D.2.1 Incurring Eligible Costs. The Recipient will incur Eligible Costs in accordance with the following chart and no later than by the Project Completion Date.

TOTAL ELIGIBLE COSTS TO BE INCURRED BY QUARTER WITHIN FUNDING YEAR					
FUNDING YEAR	QUARTER 1 (APR. – JUN.)	QUARTER 2 (JUL. – SEP.)	QUARTER 3 (OCT. – DEC.)	QUARTER 4 (JAN. – MAR.)	TOTAL
2019-20	\$0.00	\$0.00	\$0.00	\$31,032.00	\$31,032.00
2020-21	\$28,080.00	\$0.00	\$0.00	\$0.00	\$28,080.00
TOTAL ELIGIBLE COSTS UP TO					\$59,112.00

D.3 BUDGET

D.3.1 The Budget. The Budget for the Project is set out in the following chart:

#	ELIGIBLE COST ITEM	
1.	Recognition signage	
2.	Benches	
3.	Bike racks	
4.	Planter boxes	
5.	Downtown banners	
6.	Hanging flower baskets	
7.	Wayfinding signs	
8.	Street pole decorative bows	
9.	Litter/recycling containers	
TOTAL ELIGIBLE COSTS UP TO		\$59,112.00

D.3.2 Project Financing For Eligible Costs. The Financing for the Project is set out in the following chart:

PROJECT FINANCING	\$ AMOUNT
RED Funding	\$17,733.60

Corporation of the Township of Southgate	\$41,378.40
TOTAL ELIGIBLE COSTS	\$59,112.00

D.4 CLAIM SUBMISSION DEADLINES

D.4.1 Claim Submission Deadlines. The Recipient shall submit requests for payment as follows:

- (a) a completed Progress Update and Claim Statement form shall be submitted no later than the date that is half-way between the Effective Date and the Project Completion Date;
- (b) additional requests for payment may be made at any time by submitting a completed Progress Update and Claim Statement form; and
- (c) the final claim statement shall be submitted on a completed Progress Update and Claim Statement form within 3 months after the Project Completion Date.

In addition to the rights of the Province under this Agreement, including under section 3.2 of Schedule A, the Province reserves the right not to pay the claim if the Recipient does not submit a Progress Update and Claim Statement form in accordance with subsections D4.1(a) or (b), or if a claim is submitted after the Province has approved the Final Report.

D.5 PAYMENT OF FUNDS

D.5.1 Payment Of Funds. Subject to the terms and conditions of this Agreement, the Recipient will incur Eligible Costs in accordance with the following chart (Column B) and the Province will pay Funds to the Recipient in accordance with the following chart (Column C):

FUNDING YEAR (A)	ELIGIBLE COSTS BY FUNDING YEAR (B)	MAXIMUM FUNDS BY FUNDING YEAR (C)
2019-20	\$31,032.00	\$9,309.60
2020-21	\$28,080.00	\$8,424.00
TOTAL	\$59,112.00	\$17,733.60

D.6 ELIGIBLE COSTS

D.6.1 Eligible Costs. Eligible Costs are those costs that are:

- (a) incurred by the Recipient in the Province of Ontario on or after the Effective Date and on or before the Project Completion Date;
- (b) paid by the Recipient to an Arm's Length third party;
- (c) consistent with the applicable list of Eligible Costs set out in the Guidelines from time to time;
- (d) if related to travel or meals, are consistent with the requirements for travel and meal costs set out in section D.8; and
- (e) in the Province's sole and absolute discretion, directly attributable and necessary for the successful completion of the Project and properly and reasonably incurred, paid or reimbursed by the Recipient.

When purchasing goods or services for the Project, Recipients must follow a process that is transparent and fair, that promotes the best value for the money expended and is at competitive prices that are no greater than the fair market value, including when retaining consultants and contractors.

The Province may in its sole and absolute discretion approve other costs as Eligible Costs if such costs are, in the Province's sole and absolute discretion, directly attributable and necessary for the successful completion of the Project and such costs are approved in writing by the Province prior to being incurred and paid.

D.7 INELIGIBLE COSTS

- D.7.1 *Ineligible Costs.*** Ineligible Costs are any costs that do not meet the requirements for Eligible Costs in section D.6.1 or were not approved by the Province in writing before the Recipient incurred the costs or are costs that are identified as “Ineligible Costs” in the Guidelines from time to time. Ineligible Costs are not eligible for funding under this Agreement.

D.8 TRAVEL AND MEAL COSTS

In order to be considered Eligible Costs, travel and meal costs must be identified in section D.3.1 and must be incurred only by persons who were hired to work 100 per cent of their time on the Project and whose position is funded by the Funds.

- D.8.1 *Public Transit.*** Local public transportation including hotel/airport shuttles must be used wherever possible. A transit pass or passes, must be purchased where available and appropriate.
- D.8.2 *Rental Vehicles.*** The lowest cost model should be rented. Any exceptions must be documented and approved prior to the rental; and should be guided by the principle that the rental vehicle is the most economical and practical size, considering the business purpose, number of occupants, safety (including weather) considerations and any reasonable accommodation requirements. Luxury and premium vehicles are not permitted. To avoid higher gasoline charges, the rental car should be refueled before returning it
- D.8.3 *Personal Vehicle.*** If using a personal vehicle, daily logs must be kept to track the business use, with distances calculated in kilometers. The current rates for travelling (per kilometer) in a personal vehicle, based on kilometers accumulated from April 1 of each Funding Year, are as follows:
- (a) From 0 – 4,000 km; \$0.40 in Southern Ontario and \$0.41 in Northern Ontario;
 - (b) From 4,001 – 10,700 km; \$0.35 in Southern Ontario and \$0.36 in Northern Ontario;
 - (c) From 10,701 – 24,000 km; \$0.29 in Southern Ontario and \$0.30 in Northern Ontario;
 - (d) More than 24,000 km; \$0.24 in Southern Ontario and \$0.25 in Northern Ontario; and
 - (e) Necessary expenditures for parking, tolls for bridges, ferries and highways are eligible. If 200 km or more will be driven a day, use of a rental vehicle is required.
- D.8.4 *Parking.*** Necessary and reasonable parking expenses incurred while conducting Project-related activities.
- D.8.5 *Air and Rail Travel.*** Air and rail travel must be the most practical and economical way to travel. The lowest fare available is the standard. Business class is only appropriate on a train in limited circumstances such as;
- (a) The need to work with a team;
 - (b) Choosing a travel time that allows you to reduce other expenditures or accommodation;
 - (c) Accommodation requirements; and
 - (d) Health and safety requirements
- D.8.6 *Taxis and Ride-hailing Services.*** Taxis and ride-hailing services may be justified in cases where:
- (a) group travel is more economical than the total cost of individuals travelling separately by public transit or shuttle; or
 - (b) there is an unusually tight schedule for meetings

- D.8.7 Accommodations.** Reimbursement can be made for single accommodation in a standard room. Reimbursement for hotel suites, executive floors or concierge levels is not permitted. To lower the costs of accommodation, consideration should be given to accommodation outside of downtown areas. Penalties incurred for non-cancellation of guaranteed hotel reservations are not Eligible Costs. Private stays with friends or family are acceptable, and a cash payment or gift may be provided to the friends or family. A maximum of \$30 per night is allowed for accommodation including any meals with friends or family, in lieu of commercial accommodation. The \$30 value may be given in the form of a small gift (which must be accompanied by a receipt) or by cash or cheque.
- D.8.8 Telecommunication While Travelling.** Audio or video conferencing should be considered as an alternative to travel. Whenever possible, the least expensive means of communications should be used while travelling, such as calling card.
- D.8.9 Meals While Travelling.** Alcohol cannot be claimed and will not be reimbursed as part of a travel or meal expense. Taxes and gratuities are included in the meal rates. Reimbursement is for food eaten in a restaurant or for the purchase of prepared food only.

Meal Rates in Canada: (include taxes and gratuities)

Meals	Maximum Amount
Breakfast	\$10.00
Lunch	\$12.50
Dinner	\$22.50

These rates should also be used as the maximum amount per person for any centrally purchased meals.

[REST OF PAGE INTENTIONALLY LEFT BLANK - SCHEDULE “E” FOLLOWS]

SCHEDULE “E” REPORTING

E.1 Reporting Requirements. Reports shall be provided as set out in the table below. Reports are not considered delivered until reviewed and approved by the Province.

	Name of Report	Due Date
1.	Progress Update and Claim Statement	The Progress Update and Claim Statement will be completed in the form set out in Schedule “E.1” and shall be submitted no later than the date that is half-way between the Effective Date and the Project Completion Date. A Progress Update and Claim Statement form must be submitted even where the amount claimed is zero, unless the Recipient has submitted the Final Report.
2.	Final claim	The final claim is to be completed and submitted to the Province within three (3) months of the Project Completion Date using the Progress Update and Claim Statement form (Schedule “E.1”).
3.	Final Report	The Final Report in the form set out in Schedule “E.2” is to be completed and submitted to the Province on or before: January 1, 2021
4.	Other Reports Any other Report regarding the Project that the Province requests.	As directed by the Province.

**[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE “E.1” FOLLOWS
THEN SCHEDULE “E.2” FOLLOWS THAT]**

Part 4 – Claim Information	
Claim #:	Period Covered by this Claim: Final Claim - Yes/No:

Part 5 – Project Progress Update			
Please note that this progress update section must be completed in order for the Province to process payments, unless this is your final claim and you are submitting the Final Report.			
Agreement Start Date	Project Completion Date (as per Agreement)	Expected Completion Date of Project	Is the project on track - Yes/No: (If Yes, provide progress details to date and describe what has been completed or achieved during the period. If No, provide an explanation and details as to why and contact your Project Analyst to discuss potential impacts and actions to resolve (i.e. changes to workplan, completion date etc.)
mmmm - dd - yyyy	mmmm - dd - yyyy	mmmm - dd - yyyy	Yes / No:

[illegible]

SCHEDULE “E.2” FINAL REPORT

File No.:

Project Title:

Project Completion Date:

Date of Final Report:

Project Recipient:

Final Report is to be completed and submitted to the Province on or before the ‘Final Report Due’ identified under section E.1 of Schedule “E” of this Agreement between the Recipient and Her Majesty the Queen in right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs (“OMAFRA”) with respect to the project (the “Agreement”) All capitalized terms used in this Final Report have the meaning assigned to them in the Agreement unless they are defined differently in this Final Report.

Please contact your Project Analyst should you have any questions when completing this Final Report.

Section 1 Project Details

Was the Project completed as described in Schedule C of the Agreement?

☐ Yes ☐ No

Project Variances (if applicable)

If the Project was not completed as described in Schedule C of the Agreement, please describe the variances below (e.g. variances in project scope, schedule, spending etc.) and provide a rationale for the variances.

Section 2 Benefits and Outcomes

In your application you indicated that the project would provide certain benefits and have certain outcomes. Please report on each of these as indicated below.

2.1 Project Benefits

Describe how the Project directly benefited rural Ontario. Include impacts the project had across multiple communities, sectors and across parts of a value chain.

2.2 Economic Barriers

Describe how the Project reduced and/or removed existing barriers to economic development and reference any plans or studies where these have been identified (include both the number and description).

of barriers addressed:

Description of barriers:

2.3 Sustainability

Describe how the project's outcomes have/will continue to contribute to longer-term economic development outcomes after the RED program funding has ended.

2.4 Project Oversight

Describe the resources and skills used to manage and complete your project (including previous project management experiences).

2.5 Outcomes

Please enter a brief description, reporting on the results, and provide quantitative and qualitative statistics where applicable.

i. Jobs created and/or retained

- Indicate the number of total jobs that were created and/or retained in rural Ontario as a result of the Project.

	Temporary (e.g., seasonal, construction)	Part-time (e.g., approximately 20 hours/week)	Full-time
Jobs Created			
Jobs Retained			

- Provide details to substantiate the job numbers.
-

ii. Investment attracted or retained

- Describe in detail how the project led to the attraction and retention of investments in rural Ontario, and how it is being measured.
-

iii. Businesses attracted, retained and/or expanded

- Describe in detail how the project worked with other entities in your region in rural Ontario (e.g., groups, organizations, communities, municipalities) to drive growth.
-

iv. Enhanced strategic economic infrastructure

- Describe in detail how the project advanced economic development and investment opportunities in rural Ontario, and the results achieved. Provide information on previously completed work (e.g. plans, strategies, research, data) that identified this project as an economic development priority.
-

v. Regional partnerships that drive growth

- Describe in detail how the project worked with other entities in your region in rural Ontario (e.g., groups, organizations, communities, municipalities) to drive growth.
-

vi. ***Please complete this section if Signage was required by Section B.1.8 of Schedule B of the Agreement.***

Recognition of the Rural Economic Development program's support

- A permanent sign has been installed recognizing the Program's financial support of the Project and the design of the sign and its location has been approved by the Province.

☐ Yes ☐ No

Section 3

Financial Information

Approved Total Eligible Costs:

Budget Item	Budgeted Costs	Actual Costs	Variance
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
GROSS ELIGIBLE COST	\$	\$	\$
Less HST (if included in the above numbers)	\$	\$	\$
TOTAL NET ELIGIBLE COSTS*	\$	\$	\$

* Total Net Eligible Cost should match the approved amount noted above.

Section 4

Other Benefits/Information

Please provide any other information which demonstrates the success of the Project and its impact on other stakeholders, rural communities and the Province of Ontario.

Section 5

Service Experience

Based on your experience with OMAFRA on the Project, please indicate with an "X" in the appropriate box your response.

1. Please indicate the extent to which you agree or disagree with the following statements.	Strongly Agree	Agree	Neither Agree nor Disagree	Disagree	Strongly Disagree
	1	2	3	4	5
Once the Project was approved, I received all the information needed to proceed to the next step of the Project.					
The claim forms were easy to understand and complete.					
I was able to reach appropriate OMAFRA staff without difficulty.					
OMAFRA staff were knowledgeable.					
I received consistent advice from OMAFRA staff.					
OMAFRA staff were courteous					

2. Overall, how satisfied were you with the amount of time it took to get the service that you required?	Very Satisfied	Satisfied	Neither Satisfied nor Dissatisfied	Dissatisfied	Strongly Dissatisfied

3. Overall, how satisfied were you with the service you received while implementing the Project?	Very Satisfied	Satisfied	Neither Satisfied nor Dissatisfied	Dissatisfied	Strongly Dissatisfied

4. To what extent did the availability of this funding assistance influence your decision to undertake the Project?	To a Great Extent	Somewhat	Very Little	Not at all

5. Overall, did you find working in the portal fairly easy to understand?	Very Easy	Somewhat	Not Easy	Did Not Use the Portal

Section 6

Certification and Signature

Disclosure of Information

Information submitted in this Final Report to the Province of Ontario will be subject to the *Freedom of Information and Protection of Privacy Act*.

Certification

1. The Project as described in the Agreement has been completed;
2. The Recipient is in compliance with all of the terms and conditions of the Agreement for the Project; and
3. There have been no overpayments by OMAFRA or any other organization or government.
4. All costs that have been claimed as Eligible Costs have been incurred and paid in full in accordance with the terms of the Agreement.

The undersigned warrant(s) that these statements are true.

[INSERT NAME OF RECIPIENT]

Print Name & Title of Authorized Official:

Signature:

Date:

Township of Southgate

Administration Office

185667 Grey Road 9, RR 1
Dundalk, ON N0C 1B0

Phone: 519-923-2110

Toll Free: 1-888-560-6607

Fax: 519-923-9262

Web: www.southgate.ca

Staff Report CAO2020-032

Title of Report: Flato Gift Agreement with South East Grey Community Health Centre and the Township of Southgate to Support the New Health Clinic Build Project in Dundalk

Department: Administration

Council Date: April 15, 2020

Council Recommendation:

Be it resolved that Council receive staff report CAO2020-032 as information; and **That** Council approve Flato Gift Agreement with South East Grey Community Health Centre and the Township of Southgate Agreement as presented to support the funding the New Health Clinic Build Project in Dundalk over a 20-year period; and **That** Council consider approval of the Flato Gift Agreement at the April 15, 2020 meeting by Municipal By-law.

Background:

In 2017 Southgate partnered with the South East Grey Community Health Centre to establish the Erskine Health Clinic in Dundalk.

The goals of SEGCHC are to deliver more health services and programs closer to the people, increase participation and make them accessible so that user fees and the cost of travel is not a deterrent. SEGCHC has increased health clinic services in Dundalk as they committed through the Erskine Clinic and continue to ramp up delivery based on the demand for their services. They continue work at short term (1 to 2 years) solutions to increase capacity at the Erskine Clinic. They are also developing and creating partnership agreements with other medical service providers in Dundalk to have consistent and accessible medical services in Dundalk.

Southgate staff have been working with SEGCHC staff on a long term plan to locate a 10,000 to 12,000 square foot full service Health Clinic in Dundalk. The structure of the Clinic proposal plan would be that Southgate would lease land to SEGCHC. The SEGCHC would apply to the Ministry of Health for capital infrastructure funding to construct and to the LHIN for operation dollars. This would be a 5 to 7 year project that would locate a full service Health Clinic to serve the Dundalk Community.

SEGCHC and Southgate staff have developed a SEGCHC-Southgate Land Lease Agreement to construct a Medical Centre/Health Clinic as described earlier in this staff report.

The SEGCHC Board approved in 2018 the Executive Director to apply for capital funding from the Ministry of Health for the construction of a Medical Centre/Health Clinic in Dundalk.

At the July 4th, 2018 Council meeting staff report CAO2018-085 was presented titled, "South East Grey Community Health Centre (SEGCHC) and Southgate Land Lease Agreement to Construct a Medical Centre/Health Clinic to provide Primary Care and Social Support Services". Council approved the following motion and by-law at this meeting to execute the agreement:

Moved by Councillor Dobreen, Seconded by Councillor Pallister;

Be it resolved that Council receive staff report CAO2018-085 as information; and

That Council approve the South East Grey Community Health Centre (SEGCHC) Southgate Land Lease Agreement as presented to construct a Medical Centre/Health Clinic to deliver their services and programs in the Dundalk community; and

That Council consider approval of the SEGCHC-Southgate Land Lease Agreement at the July 4, 2018 meeting by Municipal By-law 2018-085.

Carried. No. 2018-450

A copy of the land lease agreement is included in this staff report as Attachment #1, as reference document since it was approved in a previous term of Council.

Moved by Councillor Dobreen, Seconded by Councillor Pallister;

Be it resolved that by-law number 2018-085 being a by-law to authorize an agreement between the South-East Grey Community Health Centre and the Township of Southgate be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

Carried. No. 2018-459

Staff Comments

South East Grey Community Health Centre (SEGCHC) has now received approval by the Health LHIN to proceed and request Ontario Health Building design funding. SEGCHC Executive Director Allan Madden is now in discussion with Ontario Health Capital Branch with the application lead contact to advance the project approval, which is a big step.

SEGCHC and Southgate staff have been working with Flato Developments President Shakir Rehmatullah on participating in supporting of a new Medical Centre Building Project. The details of the gift conditions are included in the agreement with the highlights being the facility naming rights of the building being the "FLATO Community Health Centre Dundalk" and the right to have a director position on the

SEGCHC Board of Directors. This agreement still allows rooms or areas inside the building to be named as SEGCHC and Southgate feel that is appropriate.

Financial Impact or Long Term Implications

There is no financial impact to the municipality as a result of this report to the 2020 budget. The Flato gift is \$50,000.00 per year for a period of 20 years.

Communications & Community Action Plan Impact:

This report has been written and presented to Council to communicate accurate information to the public. Southgate Goal #1-A – Trusted, Timely, Transparent, Decision Making.

**Goal 2-C: Accessible Health Services and Supportive Housing for Seniors
Action 2-C-1:**

Community leaders, health agencies and health practitioners will develop and implement an action plan to attract a greater presence of health professionals and community support services in Southgate.

The Target:

The number of service hours performed by health and community support service practitioners in Southgate will have doubled.

Concluding Comments:

1. That Council receive this staff report as information; and
2. That Council provide Flato Gift Agreement with SEGCHC-Southgate as presented to provide funding to construct a New Medical Health Clinic Build to deliver their services and programs in the Dundalk Community; and
3. That Council consider approval of this agreement by Municipal By-law at the April 15, 2020 meeting.

Respectfully Submitted,

CAO approval: Original Signed By

Dave Milliner – CAO dmilliner@southgate.ca 519-923-2110 x210

- Attachment #1 – SEGCHC-Southgate Draft Land Lease Agreement

LAND LEASE & JOINT VENTURE AGREEMENT

THIS AGREEMENT DATED this 20th day of June, 2018

BETWEEN:

South-East Grey Community Health Centre
(hereinafter referred to as the “CHC”)

- and -

The Corporation of the Township of Southgate
(hereinafter referred to as the “Township”)

(collectively referred to as the “parties”)

WHEREAS the Township is the owner of vacant land in the Village of Dundalk and has a desire to develop partnership to increase access to health care and social services in the community;

AND WHEREAS the Dundalk and area communities are living through access challenges to local health services, community growth and anticipating many impactful changes. As a result, there will be residents that will be negatively affected and further marginalized if the parties do not develop a health services growth plan over the next 4 to 7 years. Given the mandate of the CHC in providing health and wellness services and programs to local marginalized communities, this partnership is well founded.

AND WHEREAS the CHC is interested in continuing to increase capacity of the Rural Health and Social Services Dundalk Hub within the Township of Southgate area that will improve access to care and access to social services long term for the residents of the catchment area;

AND WHEREAS coordination of care across the continuum and the timely access to a patient’s primary care provider is of significant importance in improving health outcomes;

AND WHEREAS there are a number of barriers the residents of Grey and Bruce Counties face in being able to access social services;

AND WHEREAS the signatories to this agreement offer to assist in the growth of the aforementioned Rural Health and Social Services Hub;

NOW THEREFORE, in consideration of the mutual covenants and agreements, and subject to the conditions and limitations, set forth herein, and for the mutual reliance of the parties hereto, the parties hereby agree to establish a Rural Health and Social Services Hub with the following characteristics and on the following terms:

1. Scope of Clinical Practice(s)

1.1 The South East Grey CHC will;

- a) Create timely access to primary care, mental health services, social services, and homecare services by coordinating care between the parties and through other health and social services agencies;
- b) Coordinate with area hospitals to ensure post discharge patients in a timely manner;
- c) Work with the area Health Links partners to ensure a consistent approach to patient care;
- d) Coordinate community services in a manner that exceeds residents' and users' expectations; and
- e) Ensure that all services are delivered in an efficient and effective manner.

2. Services Provided by CHC:

2.1 The South East Grey CHC shall:

- a) Provide CHC Board approval for a Community Health Clinic construction project for a 10,000 to 12,000 square foot Medical Centre in Dundalk;
- b) Apply to the Ministry of Health for capital funding for the Community Health Clinic construction project in Dundalk;
- c) Apply to the Local Health Integration Network (LHIN) for Clinic operation dollars as a Medical Centre/Health Clinic as a Primary Care Facility;
- d) Fundraise for the required Medical Centre/Health Clinic equipment required for the facility as a primary health care facility;
- e) Manage the day to day operations of the facility and are responsible for financial commitments, management and public reporting through their Board of Directors;
- f) Offer primary care services through physicians, nurse practitioners and various allied health professionals;
- g) Offer an array of community programs to seniors and youth as established in another agreement;
- h) Seek out opportunities that may arise for non-signatories to this agreement to further expand and align their services in a manner that improves the quality and scope of services being offered;
- i) Be responsible for managing the snow removal, grass cutting and cleaning of the site property related to property maintenance; and
- j) Ensure that this agreement does not require organizations to integrate in any manner that may affect their identity, integrity or service mandate.

3. Services Provided by Township:

3.1 The Township of Southgate shall:

- a) Provide vacant property at the north-east corner of Dundalk and Grey Streets in the Village of Dundalk for the purposes of the CHC using the property to construct a Medical Centre/Health Clinic as a primary health care facility for the community.

4. Ongoing Review

4.1 The parties agree to review this Agreement at least every two years, upon request by any one party, to ensure the terms contained herein continue to be relevant and accurate.

5. Insurance.

5.1 The CHC will maintain comprehensive insurance in and will indemnify and save harmless the Township in relation to the CHC's operations offering primary medical care services and external building maintenance.

5.2 The CHC will maintain comprehensive insurance and will indemnify and save harmless the Township of Southgate who is acting as a landowner only.

5.3 The definition of comprehensive insurance the CHC shall carry to indemnify shall identify their specific needs based on their operations and the Township their insurance requirements of the CHC in the following areas:

- i. Commercial general liability insurance naming the additional insured;
- ii. Medical malpractice insurance;
- iii. Professional liability if there are accounting and professional administration duties being performed at the Clinic;
- iv. Cyber liability if medical records will be stored/shared electronically at the Clinic; and
- v. All physicians, nurse practitioners and health professionals shall be required to show proof of medical malpractice insurance.

5.4 The CHC will complete the attached "Schedule A" document titled "CHC Annual Proof of Insurance Report" as part of this Agreement on an annual basis to identify and provide the Township proof of the insurance they shall carry to comply with this Agreement.

6. Extensions and/or Renewals of Agreement:

- 6.1 This Agreement is for a ten (10) year term, or when the Lease has been terminated, whichever is earlier.
- 6.2 This Agreement shall be extended and/or renewed provided the CHC continues to deliver the Medical Centre/Health Clinic service established in this agreement through such extensions or renewals agreements are agreed to in writing by the parties.
- 6.3 Should it be deemed that the covenants of this agreement are not being adhered **to in the spirit of** the partnership and is no longer fulfilling the identified **basic goal of providing to the primary health care services to the Dundalk Community**, or other related operational or business reasons this agreement may be dissolved by any of the parties to this Agreement upon six (6) months written notice and the Lease shall then be terminated contemporaneously at the end of the said notice period.

7. Arbitration.

- 7.1 All parties shall refer all matters in difference between the parties in relation to this Agreement to the arbitration of a single arbitrator agreed upon by a majority of the parties. The award and determination of this arbitrator is binding upon the parties and their respective heirs, executors, administrators, and assigns.

8. General Terms

- 8.1 *Independent Contractors.* The parties agree that each of them is contributing to the Venture as an independent contractor. Nothing contained in this Agreement shall be regarded or construed as creating any other relationship (whether by way of employer/employee, agency, association, or partnership) between the parties. No party has the authority to contractually bind the other party (whether as partner, agent or otherwise) or deal with any property belonging to the other party except as set out in this Agreement. No party shall be vicariously liable for the torts committed by the other.
- 8.2 *Governing Law.* This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract.
- 8.3 *Assignment.* No party may assign this Agreement, or any interest in the Venture contemplated herein, without the other party's written consent, which consent may not be withheld unreasonably.
- 8.4 *Enurement.* This Agreement shall enure to the benefit of the parties' heirs, successors, estate trustees and permitted assigns.
- 8.5 *Notices.* Notices hereunder shall be in writing and will be sufficiently given if delivered personally or by registered mail to following addresses:

To the Township:

Name: Township of Southgate
Address: 185641 Grey Road #9 – RR#1
Dundalk, Ontario N0C 1B0
Contact Person: Dave Milliner
Phone #: 519-923-2110
Email: dmilliner@southgate.ca

To the CHC:

Name: South East Grey Community Health Centre
Address: 55 Victoria St,
Markdale, Ontario N0C 1H0
Contact Person: Al Madden or Theresa Baker
Phone #: 519-986-2222
Email: allan.maddern@segchc.ca or
theresa.baker@segchc.ca

Notice may also be delivered by facsimile, electronic mail or other electronic transmission if the sending party has written evidence that the notice was in fact delivered. Such evidence may include (without restricting the generality of the foregoing) a fax confirmation, an automated e-mail delivery receipt confirmation or a message sent by the receiving party confirming receipt of the notice.

IN WITNESS WHEREOF the parties identified herein, have affixed their corporate seals attested by the hands of their duly authorized officers in that behalf.

**SOUTH EAST GREY COMMUNITY
HEALTH CENTRE**

Date: _____

Per: _____
*Allan Madden,
Executive Director
I have authority to bind the Corporation.*

TOWNSHIP OF SOUTHGATE

Date: _____

Per: _____
*Anna-Marie Fosbrooke,
Mayor,
I have authority to bind the Corporation.*

Date: _____

Per: _____
*Joanne Hyde,
Clerk,*

I have authority to bind the Corporation.

Schedule A

SEGCHC Annual Proof of Insurance Report

Facility: Dundalk Medical Centre/Health Clinic Primary Care Facility

Address: Dundalk Street North, Dundalk, Ontario

Reporting Year: _____

Insurance Coverage Requirements Checklist:

- ☐ Indemnification and Hold Harmless Insurance
- ☐ General Liability Insurance
- ☐ Medical Malpractice Insurance
- ☐ Professional Liability Insurance confirmation by the CHC for the following Practitioners:

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

- ☐ Data Liability Insurance

Note: The insurance coverage required above shall provide the associated clause and compliance listed below.

1. Indemnification and Hold Harmless Clause

The Supplier shall defend, indemnify and save harmless (*identify the Township*) its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly

attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Supplier, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Contract. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Supplier in accordance with this Contract, and shall survive this Contract.

The Supplier agrees to defend, indemnify and save harmless (*identify the Township*) from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the Supplier's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the Supplier in accordance with this Contract, and shall survive this Contract.

2. General Liability Insurance Clause

General Liability Policy insuring against injury or damage to persons or property, underwritten by an insurer licensed to conduct business in the Province of Ontario with a limit of not less than \$_____. The policy shall be endorsed to include each party to the agreement as an additional insured with respect to the Mutual Aid Ambulance Services as per the signed agreement. The policy shall further be endorsed to include:

- (a) cross-liability,
- (b) contractual liability,
- (c) personal injury, and
- (d) Non-owned Automobile Coverage with a limit of not less than \$_____ and shall include contractual non-owned coverage.

3. Medical Malpractice Insurance Clause

Medical Malpractice with a limit of not less than \$_____. The coverage can be provided as a stand-alone policy or included in the coverage afforded by the General Liability Policy referenced above.

4. Professional Liability Insurance Clause

The (Professional) shall take out and keep in force Professional Liability insurance in the amount of \$_____ providing coverage for acts, errors and omissions arising from their professional services performed under this Agreement. The policy SIR/deductible shall not exceed \$100,000 per claim and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per claim limit. The policy shall be underwritten by an insurer licensed to conduct business in the Province of Ontario and acceptable to the CHC, the Township. The policy shall be renewed for 3 years after contract termination. A certificate of insurance evidencing renewal is to be provided each and every year. If the policy is to be cancelled or non-renewed for any reason, 90 day notice of said cancellation or non-renewal must be provided to the Township. The Township has the right to request that an Extended Reporting Endorsement be purchased by the (Professional) at the (Professional's) sole expense.

5. Data Liability Insurance Clause

Data liability/Network Security coverage, underwritten by an insurer licensed to conduct business in the Province of Ontario and in an amount not less than \$_____. Coverage is to respond to but not be limited to the following occurrences:

- i. Privacy violations as a result of but not limited to unauthorized access to or dissemination of private information; failure to properly handle, manage, store, destroy or control personal information and include the failure to comply with privacy laws and their respective regulations regarding the collection, access, transmission, use and accuracy. Coverage shall extend to include the costs associated with notification of affected parties, regardless if required by statute as well as any fines or penalties or costs imposed as a result of the breach including defense of any regulatory action involving a breach of privacy.
- ii. Network Security to protect against incidents arising from system security failures such as, but not limited to, unauthorized access, theft or destruction of data, electronic security breaches, denial of service, spread of virus within the Contractor's computer network or other third party computer information systems and will further include expenses related to third party computer forensics.
- iii. Data Breach Expenses including crisis management and credit monitoring expenses related to electronic and non-electronic breaches.

The policy shall be maintained continuously during the term of this Agreement and for an additional (two) years after the termination or expiration of the Agreement. If coverage is to be cancelled or non-renewed for any reason, 90 day notice of said cancellation or non-renewal must be provided to the Township. The Township has the right to request an Extended Reporting Endorsement be purchased by the CHC at the CHC's sole expense. The term of the Extended Reporting Endorsement will be decided by the Township and CHC.

Report is for the 12 month period of _____ to _____.
month day month day

SEGCHC Report Approval:

Date:

The Corporation of the Township of Southgate
By-law Number 2020-029

**being a by-law to authorize an agreement
between Flato Developments Inc., South East
Grey Community Health Centre and the
Corporation of the Township of Southgate**

Whereas the Municipal Act, 2001, Chapter 25, as amended, Section 5 (3), states that municipal power, including a municipality's capacity, rights, powers and privileges, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise; and

Whereas Section 8 of the Municipal Act, 2001, Chapter 25, as amended, provides that a municipality has the authority to govern its affairs as it considers appropriate and enables the municipality to respond to municipal issues; and

Whereas Section 9 of the Municipal Act, 2001, Chapter 25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act; and

Whereas it is deemed necessary and desirable that the Council of the Corporation of the Township of Southgate enact a by-law authorizing the Corporation to enter into an agreement with Flato Developments Inc. and South East Grey Community Health Centre,

Now therefore be it resolved that the Council of the Corporation of the Township of Southgate enacts as follows:

1. **That** the agreement between Flato Developments Inc., South East Grey Community Health Centre and The Corporation of the Township of Southgate, attached hereto at Schedule A is hereby ratified and confirmed; and
2. **That** the Mayor and the Acting Clerk are authorized to sign the agreement on behalf of the Township of Southgate; and
3. **That** where the provisions of any other by-law, resolution or action of Council are inconsistent with the provisions of this by-law, the provisions of this by-law shall prevail.

Read a first, second and third time and finally passed this 15th day of April, 2020.

John Woodbury – Mayor

Lindsey Green – Acting Clerk

Gift Agreement

Prepared For:

FLATO DEVELOPMENTS INC.

By:

SOUTH EAST GREY COMMUNITY HEALTH CENTRE

GIFT AGREEMENT
BETWEEN
SOUTH-EAST GREY COMMUNITY HEALTH CENTRE
and
FLATO DEVELOPMENTS INC.
and
THE TOWNSHIP OF SOUTHGATE

I. INTRODUCTION

- A. *The purpose of this agreement is to summarize the mutual understanding of FLATO Developments Inc. (the “Donor”) and the Board of Directors of South-East Grey Community Health Centre (the “Board”) for the benefit of South-East Grey Community Health Centre regarding a charitable gift to South-East Grey Community Health Centre.*

The Donor’s gift will support the work of the South East Grey Community Health Centre. This agreement will be made a part of South-East Grey Community Health Centre’s permanent records and is intended to serve as a guide to those who will administer these funds in the future.

- B. *South East Grey Community Health Centre is a registered Canadian charity (charitable registration #817529050RR.*

II. DESCRIPTION OF THE GIFT

- A. *The Donor wishes to demonstrate support for South-East Grey Community Health Centre by pledging a cash gift of One Million Dollars (\$1,000,000.00) to be donated over a period of twenty (20) years beginning in 2020 to support the work of the South-East Grey Community Health Centre as a primary health care provider in the South Grey County and, particularly, in the former Village of Dundalk.*

- B. *The Donor’s pledge will be paid as follows:*

- Fifty Thousand Dollars (\$50,000.00) on or about the 1st Day of April, 2020
- Fifty Thousand Dollars (\$50,000.00) annually on the 1st day of April, until the year 2040.

C. *The Donor may accelerate the completion of this pledge at its discretion.*

III. USES OF THE GIFT

A. *The distribution of the One Million Dollar (\$1,000,000.00) gift amount (as provided in installments annually under Section II B) from the Donor will be as follows:*

1. To establish and improve the facilities of South-East Grey Community Health Centre;
2. Particularly, to establish a new community health clinic in the former Village of Dundalk; and
3. To fund such other projects that the Donor and the Board may agree upon from time to time, such as providing sponsorship for a Cardiac Rehab Program golf tournament or other projects of a similar nature.

IV. NAMING CONSIDERATIONS

A. *In recognition of the Donor's support as described by this document, and upon receipt of the initial pledge installment, South-East Grey Community Health Centre agrees to name its health clinic in Dundalk, the FLATO Community Health Centre Dundalk, or such other name as the Donor may direct.*

V. UNFORESEEABLE CIRCUMSTANCES

A. *In the unlikely event that, at some future time, it becomes impossible for the gift to serve the specific purpose or purposes for which it was given, the CEO of South-East Grey Community Health Centre shall direct that the principal and income from this gift to be devoted to purposes that are deemed to be the most consistent with the wishes of the Donor and, where possible, in consultation with the Donor or its successors.*

VI. MISCELLANEOUS

- A. This Agreement is executed in and shall be governed by the laws of the Province of Ontario and the Country of Canada.
- B. This gift agreement may be amended at any time by written agreement signed by each party.
- C. The effective date of this agreement shall be the date this agreement is fully executed.
- D. This donation is for the Dundalk facility only.
- E. The Land (site) upon which the Clinic will be built, has been donated by the Township of Southgate.
- F. FLATO is providing the seed money, a total of (One Million Dollars) \$1,000,000. The CHC shall invoice FLATO Developments for \$50,000 on or about the 1st of April each year.
- G. FLATO may, at their discretion, populate the community board of the CHC with one member to be appointed by the CEO. Said member to be appointed in-line with the CHC Board bylaws.
- H. The Township of Southgate shall, at their discretion, have one elected member of Council on the Board. Said member to be appointed in-line with the CHC Board bylaws.
- I. The naming rights of the clinic is for the lifetime of the clinic.
- J. The Township of Southgate is an integral member of this agreement.
- K. The South East Grey Community Health Centre hereby agrees to maintain the required comprehensive insurance and will indemnify and save harmless FLATO Developments Inc. and The Township of Southgate with respect to any liability. A copy of the insurance shall be shared with all of the parties.
- L. The South East Grey Community Health Centre shall begin construction on the building at the earliest convenience, but not later than 18 months.

VII. SIGNATURES

For the Donor: ***FLATO Developments Inc.***

Per: _____	_____	Shakir Rehmatullah
C.E.O.	DATE	NAME

For the ***South-East Grey Community Health Centre***

Per: _____	_____	Allan Madden
C.E.O.	DATE	NAME

For the ***Township of Southgate***

Per: _____	_____	John Woodbury
OFFICE OF THE MAYOR	DATE	NAME

Per: _____	_____	Lindsey Green
ACTING TOWNSHIP CLERK.	DATE	NAME



Staff Report PW2020-023

Title of Report: PW2020-023 Department Report
Department: Public Works
Branch: None
Council Date: April 15, 2020

Recommendation:

Be it resolved that Council receive Staff Report PW2020-023 for information.

Background:

Public Works Department update.

Staff Comments:

Transportation and Public Safety:

1. The new Trackless Municipal Tractor with attachments was received on March 18, 2020, purchased in the 2020 Capital Budget.
2. Roads crews have had to replace 2 road crossing culverts due to failure and closed these sections of road for the day for the works.
3. Southgate Sideroad 57 between Southgate Roads 08 and 10 has been closed due to soft road conditions with the frost coming out.

Waste Resources and Diversion Management:

1. Staff received correspondence from Green For Life Environmental (GFL) on March 9, 2020 (attachment #1). The letter advises with the rapid decline of oil commodity prices that is impacting the collection, processing and handling of waste oil collection, that GFL will now be charging \$0.08/litre and a minimum stop fee of \$75.00 plus taxes for used waste oil collection pick-up. In the past used waste oil has been collected by GFL at no cost to Southgate.
2. The transfer stations will not be accepting Municipal Hazardous and Special Wastes until further notice, so that staff do not have to handle materials with close contact points due to COVID 19 concerns. Some of these materials include Orange Drop, paint, chemicals, electronic wastes, batteries, oil and antifreeze.
3. In a continued effort to help stop the spread of COVID-19 and further protection for our First Responders, as of April 6, 2020 the access points for Wilder Lake on the East side of the lake (Lake Road) and West side of the lake (past Homestead Resort) are closed for public access, until further notice.
4. As of Thursday April 9, 2020, the Dundalk Transfer Station will be open from 10am to 3pm, and will continue to be open on Thursday's as well until further

notice to help alleviate steady volumes of materials being received and to assist with reducing and dispersing resident traffic and contact for physical distancing for everyone's protection.

Financial Implications:

The GFL requirement for payment for used waste oil collection in 2019 would have resulted in 10,090 litres of oil at \$0.08/ litre = \$807.20 and there were 6 pick-ups at \$75.00/ shipment resulting in a total of \$1,257.20, therefore the 2020 waste and recycling operations budget could be impacted by \$1,300.00 that has not been allocated.

The Dundalk Transfer Station opening for Thursday's with staff time and trucking costs could be approximately \$950.00 per opening, if volumes are same.

Communications & Community Action Plan Impact:

Goal 5 - Upgrading our "Hard Services"

Strategic Initiatives:

5-B - The Township will have adopted a long-term asset management plan for the timely repair, replacement, and expansion of the Township's infrastructure, facilities, and other assets.

Concluding Comments:

Staff recommends that Council receive Staff Report PW2020-023 for information.

Respectfully Submitted,

Dept. Head: *Original Signed By*
Jim Ellis, Public Works Manager

Treasurer Approval: *Original Signed By*
William Gott, CPA, CA Treasurer

CAO Approval: *Original Signed By*
Dave Milliner, CAO

Attachments:

Attachment #1 – GFL Letter Dated March 9, 2020



March 9, 2020

To Our Valued Customer:

RE: GFL Waste Oil Collection Services

The recent rapid decline in the oil commodity prices over the past few days are having a profound effect on the waste oil collection market.

Taking into consideration how this impacts our collection, processing and handling of this material we have no option but to shift to the charge for oil/service pricing model below effective immediately:

\$0.08 per litre with a minimum stop fee of \$75.00 plus applicable tax.

We will continue to monitor the market conditions very closely and adapt where appropriate. We will provide notice and clarity for any further changes that come as a result of these instabilities with respect to the collection and management of your waste oil.

As always we appreciate your business and look forward to continuing our relationship as your trusted partner for all of your environmental needs.

Please contact your Sales Representative or our Customer Service Department any time if you have questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Dave Chinery'.

Dave Chinery
Commercial & Industrial Sales Manager

1070 Toy Ave, Pickering, ON L1W 3P1
Tel: 905.509.2460 X 3302 | Fax: 905.428.6007 | www.gflenv.com

Township of Southgate

Administration Office

185667 Grey Road 9, RR 1
Dundalk, ON N0C 1B0

Phone: 519-923-2110

Toll Free: 1-888-560-6607

Fax: 519-923-9262

Web: www.southgate.ca

Staff Report CAO2020-029

Title of Report: Southgate CAO Update

Department: Administration

Council Date: April 15, 2020

Council Recommendation:

Be it resolved that Council receive Staff Report CAO2020-029 as information.

Background:

The CAO is providing this report as an update of COVID-19 impacts, important information, decisions and actions taken by staff in the last 30 days.

Staff Comments:

Arena Auditorium-EarlyOn Project Update

The project has been completed as of the April 9, 2020, excluding some cleanup, painting touchups and trim that will be completed by a single worker in the next couple of weeks. We plan on having the opening event following the Emergency Declaration ending or at minimum a Council tour of the new facility some day in the future.

Lions Medical Centre & the Erskine Centre Clinic Operations

The Lions Medical Centre is open on Tuesdays and Wednesdays each week for medical visits by appointment. If you need care you should call the South East Grey Community Health Centre (SEGCHC) at 519-986-2222 for an appointment. An appointment will start with a telephone assessment call by a medical professional to determine if the patient can be treated remotely or in need of a clinic visit or hospital assistance.

SEGCHC has closed the Erskine Centre in Dundalk during the COVID-19 pandemic and no programs are being delivered.

Community Safety & Well Being Plan (CSWBP) Status

Southgate staff attended a CSWBP conference call meeting on April 3rd, 2020 with the committee. The project is progressing well with about 1500 community surveys received and data being processed as part of the project. The community meetings planned for Holstein and Dundalk on April 21st, 2020 have been cancelled and will be rescheduled at an appropriate time later this year. Plans are still to deliver the completed plan by the end of 2020. If this is not possible the CSWBP Steering Committee believe the province will be changing the deadline for completing the plan.

Eco Park Way Road Design Project

Staff met with Grey County roads staff and Triton staff electronically to discuss the Eco Park Road design needs should it be a County road in future. We also suggested that the County should look at a policy on making fibre cable installation more affordable by allowing cable in the shoulder of roadway with appropriate agreement.

New Dundalk Community Health Centre Project

County Planners and Township staff met by phone to discuss the Medical Centre project lands, both County and Southgate lands in relation to future use and the rail trail. The County stated they are looking at divesting themselves of these lands, if we have interest. It would make a lot of sense to have the lands on both sides of the rail trail under the control of one entity, so something would not go sideways in future years.

Human Resources Information to Support Staff & Our Community

Network/Internet Use Information:

Have you recently noticed your internet connection slow or failing at times? Currently with so many people at home there has been a significant influx of internet traffic which is causing strain to networks throughout the world. We are encouraging conservation of bandwidth during this time to ensure everyone has the resources they need. One of the biggest uses of bandwidth is video. Here are some recommendations to reduce bandwidth:

- Stream videos at a lower resolution (this is usually a setting in the specific apps you are using on your devices)
- Watch a program together as a family instead of individually
- Reduce video bandwidth on social media apps such as Twitter and Facebook (this includes turning Auto-play of videos off and not uploading in HD)
- Only use video chat when necessary and do not leave on all day
- Reduce video resolution on video conference calls

Tips for Setting Up an Ergonomic Home Office

Ergonomic tips for setting up your home office workspace. Information provided by Public Services Health & Safety Association (PSHSA).

Movement – Change it Up!

Even with good furniture and equipment, doing a single task in a single position repeatedly will create fatigue and discomfort. There is no single “correct” working position that produces comfort for extended periods of time or that fits everyone’s work tasks and body. Changing tasks and alternating between sitting and standing, reclined sitting and walking helps to avoid the negative effects of prolonged office work.

Chair – Support Your Body

Be sure to support your back and legs in comfortable working postures. Adjust the height of your chair seat so that it is at or slightly below knee height. The chair seat should provide comfortable thigh support and leave a space between the front of the seat and the back of the knee when you are sitting back in your chair. The height of and distance between your armrests should allow your forearms to be

supported and your shoulders relaxed at all times. Finally, the chair should support your back and provide you with adequate lumbar support at your waist. No lumbar support? Try placing a rolled-up towel there instead.

Keyboard – Support Your Arms

The keyboard should normally be about elbow height and they should be used on a flat surface. The keyboard should not be tilted up. The goal is to have the forearms horizontal with the wrists straight, not bent back.

Monitor – Your Body Follows Your Eyes

The viewing distance of the monitor should be at one arm's length (16" to 29" or 40cm to 74cm) away. If the monitor is too far away, you may lean forward which can cause fatigue. If it is too close, it tends to create eyestrain and discomfort. The monitor height should allow the neck to be in a neutral position when looking at the top row of text on the screen – aim for the top of the screen to be at your seated eye height. If you wear glasses and look through the lower portion of the lenses, it may help to position the monitor lower or tilt it back slightly.

Reach – Keep it Close

Reduce long or awkward reaches for the keyboard, mouse or phone. Set up the workspace with frequently used equipment conveniently close to your body – try to keep frequently used items within a forearm's distance. Avoid reaching outside shoulder width when using your mouse – this lets the shoulders stay relaxed and the wrist and hands work in comfortable postures.

Remember, all parts of the workstation need to work together – after adjusting the individual components, fine-tune the setup so it fits your body and specific tasks and always ensure you have the appropriate accessories for the work you're doing.

Other Township Decisions and Actions:

1. It is important to report that the other advertised open employment opportunities for Fire Prevention Officer and the Asset Management Administrative positions will both have initial interviews completed by the hiring committees. Applicants are being informed that the hiring for these positions are on hold and no decisions will be made until after the COVID-19 emergency is over. Swimming pool staff have been provided notice that we will hire them on this summer when both the Emergency declaration has been lifted by the Province and the Township of Southgate, and when it is safe to operate the facility this summer. We did not receive any applications for the student positions advertised.
2. The Mayor issued a press release to inform the public on the issues related the impacts of COVID-19 on the community. A copy of this press release announcement is included in this report as Attachment #1, that was released on March 26, 2020.
3. Staff developed a press release titled "Southgate Community Emergency Communications & Support", being a document to provide information on the Township's a 3 prong approach to communicate with the public on specific health issues, COVID-19 health questions/information and the final being a Q&A Session following each Council meeting with the Mayor and CAO. We may bring Health Unit staff into the session if the first Q&A session has those

types of questions. A copy of this press release announcement is included in this report as Attachment #2, that was released on March 27, 2020.

4. Township Mayor Woodbury and staff developed a Community Newsletter to update every resident in Southgate on department operations/continuity, future Council meetings update, tenders opening process, property tax/municipal payments, tax sale status, COVID-19 information, post Council meeting question and answer session and Emergency Management declaration. A copy of this press release announcement is included in this report as Attachment #3, that was released on March 30, 2020.
5. A combination of the Mayor, local Emergency Management Committee members and Department Head meetings have been held weekly over the last 3 weeks to discuss COVID-19 issues, business continuity and operational issues to amalgamate ideas and make decisions.
6. Administration office staff continue to discuss on the issues of improving our social/staff distancing (assurance & coordination that only one person in the office at any time), business continuity, access to printing, deliveries, cash handling, one person only dealing with mail, internal document handling process (invoices and cheques), entering at entrance doors and future of the financial audit.
7. Plans are being made and discussions with the committee members and staff to deliver the Southgate Farmers Market using Facebook as the platform. The Farmers Market organizers will develop a process with some assistance from our staff in the testing and sharing ideas for improving the Virtual Farmers Market marketing platform. The Farmers Market members are dealing with the payment and product delivery issues.
8. No Fire Ban has been imposed in Township of Southgate at this time, as long as the resident has a fire burn permit and follows the notice process. What has been found is more emergency calls have occurred where fire bans have been imposed. The Southgate Fire Chief issued a press release related to Southgate on this issue. A copy of this press release announcement is included in this report as Attachment #4, that was released on April 6, 2020.
9. Building press release communications on how we will deliver Building services as a result of April 4th Provincial changes in legislation related to essential services and construction status. A copy of this press release announcement is included in this report as Attachment #5, that was released on April 7, 2020.
10. A staff verbal update at this Council meeting may be beneficial to support this report and to keep the public and Council members informed during these changing times.

Financial Impact or Long-Term Implications

The financial impact as a result of this report information is already included in the 2020 Budget.

Communications & Community Action Plan Impact:

This report has been written and presented to Council to communicate accurate information to the public.

Concluding Comments

That Council receive staff report CAO2020-029 as information.

From staff we wish everyone in Southgate good health and please practice social distancing to keep you and your families safe.

Respectfully Submitted,

CAO approval: Original Signed By

Dave Milliner – CAO

dmilliner@southgate.ca 923-2110 x210

- Attachment 1 – Southgate Mayors Press Release dated March 26, 2020
- Attachment 2 – Southgate Emergency Communications Press Release dated March 27, 2020
- Attachment 3 – Southgate Community Newsletter dated March 30, 2020
- Attachment 4 – Southgate Fire Department Press Release dated April 6, 2020
- Attachment 5 – Southgate Building Department Press Release April 7, 2020



Press Release

March 26, 2020

To the Community of Southgate:

I want to personally reach out to each of you on behalf of the Council and staff for the Township of Southgate to inform of the impact of COVID-19 on our Community.

This is a very challenging time for all of us. In the last 14 days we have seen increased Federal and Provincial restrictions and rules imposed on each of us, that will speed up the process to flatten the curve of the virus spread in time. Our lives have been changed, but we all must be patient and do our part. We will get through this, but please do everything we are told to stop the spread of COVID-19. We have information on our website under COVID-19 or you can contact the Health Unit for support. The health of our citizens and our community is of the utmost importance.

Further to the press release from the Township of Southgate on March 16, 2020, we want to provide another update on what the Township is doing and how the municipal services are operating during the COVID-19 Pandemic. As part of this messaging release we have provided an update on the status of future Southgate Council meetings, present municipal operations and rescheduling information for tenders and the tax sale process.

We are at the ready today, to support you and deliver the essential services we all require as a community. We also need to be prepared and ready when the Provincial Government lifts their Emergency Declaration to get back to work and our regular way of life. It may take a while, but patience and working together with social distancing and precautions will get us there in time.

Please stay safe and healthy.

Sincerely
Mayor John Woodbury
Township of Southgate

Administration Business Continuity

To maintain social distancing and minimize the spread of the virus, the Southgate Administration Office has been closed to the public until Provincial COVID-19 Emergency Declaration has been lifted. Staff continue to work through today's challenges, provide customer service, maintain essential services, support a healthy community and ensure public safety. The best way to reach staff if your call is not answered is to leave a voicemail or email. Please be patient when calling in as phone lines are experiencing high traffic volumes. We will respond back to you as soon as we can. Measures have been put in place to ensure social distancing of our staff and include providing the ability for staff to work from home and remotely, both from virtual settings and in office shift rotations to maintain business continuity. Incoming mail, payments and tenders can still be dropped off at the Municipal Office at Hopeville, between the front doors during our regular office hours (Monday to Friday 8:30am-4:00pm) and will be collected by staff and processed following 72 hours of isolation to protect our employees. Please continue to monitor our website COVID-19 information page for updates and communication from staff.

Future Council Meetings

A Special Council meeting has been called and will be held on April 1, 2020 at 9:00 AM for the purposes of amending the Procedural By-law to allow for electronic participation of Council members during a declared emergency as a result of Bill 187 - the Municipal Emergency Act, 2020 which was passed by the Provincial Government on March 19, 2020. This Special Council meeting is only being held for the purposes of amending the Procedural By-law, and no other information will be discussed, or decisions made during this meeting.

A second Special Council meeting has been called and scheduled for April 8, 2020 at 9:00 AM to address the agenda items that were included on the March 18, 2020 regular meeting of Council that was cancelled at that time. Following both Special Meetings of Council, the regular Council meeting schedule will resume with the next regular meeting being held on April 15, 2020 with a new start time of 9:00 AM.

Council members and staff will be participating in the Council meetings via Conference Call and invite members of the public to listen in on those discussions by calling **1 (647) 497-9373** and entering access code **# 990-730-221**. For public access it is best to wait until the start time of the scheduled meeting to dial in. The Agenda and Minutes for all Council meetings will be published on our website and available for the public to access as per our regular procedures.

With the extra high phone communications both on land lines and cell service through the day, we have been seeing access problems to complete telephone call connections. In anticipation of these challenges and our Council meetings relying on the public telephone systems access, we will have a secondary meeting time published in the agenda for each meeting. If the phone line does not allow us to connect, or a quorum of Council cannot be obtained during the first 15 minutes of the meeting, it will automatically be postponed and will begin at 7:00 PM on the same day. If you have any questions regarding Council meetings please direct them to Lindsey Green, Acting Clerk at lgreen@southgate.ca or by calling 519-923-2110 and leaving a detailed message at extension 230.

Property Taxes & other Municipal Invoice Payments

At this time, the 2020 tax instalment due dates remain unchanged. Staff will be reviewing options with Council to provide relief. At this point in time we will not be adding penalties or interest charges to property taxes or water billings. Once we have the opportunity and the powers to meet with Council to discuss as well as address ratepayer billings issues, a decision will be made that is consistent with other Grey County municipalities.

Tax Sales

The Property Tax Sales scheduled for April 2, 2020 have been cancelled. The Township will restart the process and re-advertise after the Provincial Emergency Declaration has been lifted.

Tenders

Due to the concerns surrounding COVID-19, to ensure the safety of the public as well as Township Staff, we will be delaying the opening of the Lawn Maintenance, Water & Wastewater Rates Study and Hot Mix Paving Tenders until April 9th, 2020 at 1:00PM. This however **DOES NOT CHANGE THE CLOSING DATES** and Tenders must be submitted by the advertised date and time. The Township will accept tender submissions in the drop box at the Municipal Administration Office at 185667 Grey County Road 9, Dundalk, Ontario. If your tender is being delivered by Courier, please instruct them to leave the envelope or parcel in the drop box provided in the front entrance area of the Municipal Office between the business hours of 8:30 am to 4:00 pm, Monday to Friday.

The opening of the Lawn Maintenance, Water & Wastewater Rates Study and Hot Mix Paving Tenders will occur on April 9th, 2020 at 1:00PM. As the Township Administration office remains closed to the public, bidders and members of the public can listen in via a conference call line or watch live video streaming through our "Go To Meeting" link.

If you wish to attend via telephone, please call 1-647-497-9373 and enter access code 866-804-557 or through this "Go To Meeting" link to live access the tender opening process <https://global.gotomeeting.com/join/866804557>

Fire Department

The Fire Department is still fully operational and will continue to respond to emergency calls. Anyone who calls 9-1-1 be advised you will be asked a couple of standard screening questions from the operator. Residents are asked to answer these questions truthfully so all responders can take precaution if needed to provide the best service possible.

Building Department

The Building department is continuing to perform all mandatory inspections, using current COVID -19 safety precautions for staff and clients. Please be patient when requesting inspections/permit applications as staff are working separately from remote locations and the process may take a little longer; advanced notification is advised. For building concerns continue to call 519-923-2110 extension 242, or email cmaltais@southgate.ca.

Municipal Planning

The Township's Planning Department is still available for public inquiries during regular office hours of Monday to Friday 8:30am to 4:00pm. To contact the planner please use the following number 519-923-2110 ext. 235. With so many individuals working from home the line may be busy. Please be patient. The best way to receive a quick response from the planner is via email at cstredwick@southgate.ca . The Province of Ontario with its emergency legislation has still not enabled local municipalities to hold public meetings under the Planning Act. Until this is rectified, we are unable to hold any Public Planning Meetings. Until the COVID-19 situation is addressed, the Planner will not be available for any in person meetings.

Recreation

All recreational facilities have been closed and programs cancelled until the Provincial COVID-19 Emergency Declaration has been cancelled. The health and safety of our patrons – especially children – is a top priority for Southgate Parks. We are still seeing social distancing not being adhered to in our playground areas and sports courts in Dundalk. **Effective today we will be closing all Southgate playground areas and sports courts to the public access** and signs will be posted as soon as possible. Parklands and trails are still open for walking and exercise, but we urge you to practice social distancing to protect your family.

Library Services & Programs

Until further notice the library will be closed to the public and all programs are cancelled. Patrons can access e-books and e-audiobooks through Overdrive and the Libby App. Tumblebooks has offered free access to e-books and e-audiobooks until August. All information and links can be found in the e-library section of southgate-library.com. For any questions regarding these resources leave a message at 519-923-3248 or email lrussell@southgate.ca. Staff will respond as quickly as possible.

Library books can be returned to the outside book drop. Fines will be waived for items due during this closure.

Roads Department

Roads staff have been cutting trees with social distance practices in place. This work in preparation for the reconstruction of roads in 2020 and 2021. We also have staff patrolling our roads, pavement patching and grading gravel roads as weather conditions permit.

Waste Collection

Waste curbside collection continues to proceed as scheduled. The Dundalk and Egremont Transfer Stations remain open, with the only changes being that payment is not being collected and residents will be invoiced at a later date. For the protection of our staff and social distancing the Reuse Centres at both sites are closed.

Water Operations

Water Operators continue with our daily inspection routines, as well as our daily and weekly drinking water sampling and testing protocols continue to meet the Ministry of Environment Conservation & Parks regulations. The Wastewater collection systems is functioning normally, and treatment plant is in it's annual seasonal turnover condition with influent waters being held in the lagoons. Like our Roads staff, the

Water Operators are each working independently and distancing when it comes to travel, equipment operations and performing their site duties. An important note for the public is we please ask you to only flush toilet paper down the toilet at any time to avoid pipeline blockages on your property and pumps clogging at the treatment plant. Both can be very expensive to you as a property owner and to municipal wastewater operations, which you also pay for as well in your water bill.



Township of Southgate Community Emergency Communication and Support

March 27, 2020 **FOR IMMEDIATE RELEASE**

The Township of Southgate's top priority is the health and safety of our residents. The Township of Southgate Mayor John Woodbury as part of emergency response, wants to ensure we communicate with our entire community in response to the COVID-19 (coronavirus) pandemic. We have local communications during the COVID-19 Provincial and Southgate Declared Emergency that will support you and our community with medical help, health information support and municipal answers to protect the residents in our community.

Administration and Municipal Services

The Township of Southgate's staff are still available during regular office hours of Monday to Friday, 8:30am to 4:00pm. The best way to reach us is to leave a voicemail or email and we will respond back to you. Our call volumes are high which could result in a busy signal, please be patient and continue to try calling. We continue to deliver our administrative and essential municipal services while we protect our staff to ensure business continuity.

Community Discussion & Q&A Session

In order to keep close contact with our community members, our Mayor and Southgate staff are offering a Conference Call Question and Answer session after each council meeting where members of the community can call in and discuss concerns with the COVID-19 situation within the community and ask questions they have at this time. This call is meant as an additional tool for people that need more information or have concerns specifically related to the COVID-19 situation. To access the Council Meeting and/or the Southgate Q & A session you call **1-647-497-9373** and enter the access number **990-730-221**.

If your concerns are operational related to a our municipal services please call 519-923-2110 or 1-888-560-6607 and extension 232 to be directed to the right person or email us at info@southgate.ca.

Health and Information Resources

If you have actual Health issues with questions that need medical answers or want to seek primary care you should call South East Grey Community Health Centre at 519-986-2222 for attention or your Doctor's office.

If you have questions specifically about COVID-19 information, screening, symptoms, social distancing or a recent contact with an infected person, you should call the Grey Bruce Health Unit at 519-376-9420 or 1-800-263-3456 and the COVID-19 extension number is 3000. Another good option is Telehealth Ontario by calling 1-866-797-0000.

For up-to-date information on the impacts and for updates related to COVID-19 in our community, please visit <https://www.southgate.ca/en/local-government/covid-19-information.aspx>, follow the Township of Southgate on Facebook or call our office 519-923-2110.



What's Happening in Southgate During COVID-19

519-923-2110 • www.southgate.ca

Administration Business Continuity

The Southgate Administration Office has been closed to the public until Provincial COVID-19 Emergency Declaration has been lifted. Staff continue to work through today's challenges, provide customer service, maintain essential services, support a healthy community and ensure public safety. Please be patient when calling in as phone lines are experiencing high traffic volumes. We will respond back to you as soon as we can. Incoming mail, payments and tenders can still be dropped off at the Municipal Office at Hopeville, between the front doors during our regular office hours (Monday to Friday 8:30am-4:00pm) and will be collected by staff and processed following 72 hours of isolation. Please continue to monitor our website COVID-19 Information page for updates and communication from staff.

Future Council Meetings

Council meetings are able to resume electronically. Two Special Council Meetings have been called on April 1, 2020 @ 9:00 AM and April 8, 2020 @ 9:00 AM. Meetings will be held in a conference call setting and members of the public can listen in by calling **1 (647) 497-9373** and entering access code **# 990-730-221**. For public access it is best to wait until the start time of the scheduled meeting to dial in. If an electronic connection or quorum of Council cannot be established in the first 15 minutes of the meeting, it will automatically be postponed and will begin at 7:00 PM on the same day. If you have any questions regarding Council meetings please direct them to Lindsey Green, Acting Clerk at **lgreen@southgate.ca** or by calling 519-923-2110 and leaving a detailed message at extension 230.

Property Taxes & Other Municipal Payments

At this time, the 2020 tax instalment due dates remain unchanged. Staff will be reviewing options with Council to provide relief. At this point in time we will not be adding penalties or interest charges to property taxes or water billings. Once we have the opportunity and the powers to meet with Council to discuss as well as address ratepayer billings issues, a decision will be made that is consistent with other Grey County municipalities.

Tax Sales

The Property Tax Sales scheduled for April 2, 2020 have been cancelled. The Township will restart the process and re-advertise after the Provincial Emergency Declaration has been lifted.

Tenders

The opening of the Lawn Maintenance, Water & Wastewater Rates Study and Hot Mix Paving Tenders will be delayed until April 9, 2020 @ 1:00 PM. This however DOES NOT CHANGE THE CLOSING DATES. Tenders must be submitted by the advertised date and time. Bidders and members of the public can listen in via a conference call line or watch live video streaming through our "Go To Meeting" link. If you wish to attend via telephone, please call **1-647-497-9373** and enter access code **866-804-557** or through this "Go To Meeting" link to live access the tender opening process **<https://global.gotomeeting.com/join/866804557>**

Fire Department

The Fire Department is still fully operational and will continue to respond to emergency calls. Anyone who calls 9-1-1 be advised you will be asked a couple of standard screening questions from the operator. Residents are asked to answer these questions truthfully so all responders can take precaution if needed to provide the best service possible.

Building Department

The Building Department is continuing to perform all mandatory inspections, using current COVID -19 safety precautions for staff and clients. Please be patient when requesting inspections/permit applications as staff are working separately from remote locations and the process may take a little longer; advanced notification is advised. For building concerns continue to call 519-923-2110 extension 242, or email **cmaltais@southgate.ca**.

Municipal Planning

The Township's Planning Department is still available for public inquiries during regular office hours. To contact the planner please call 519-923-2110 ext. 235. The best way to receive a quick response from the planner is via email at **cstredwick@southgate.ca**. The Province of Ontario with its emergency legislation has still not enabled local municipalities to hold public meetings under the Planning Act. Until this is rectified, we are unable to hold any Public Planning Meetings.

Recreation

All recreational facilities have been closed and programs cancelled until the Provincial COVID-19 Emergency Declaration has been cancelled. The health and safety of our patrons – especially children – is a top priority for Southgate Parks. We are still seeing social distancing not being adhered to in our playground areas and sports courts in Dundalk. **Effective today we will be closing all Southgate playground areas and sports courts** to the public access and signs will be posted as soon as possible. Parklands and trails are still open for walking and exercise, but we urge you to practice social distancing to protect your family.

Library Services & Programs

Until further notice the library will be closed to the public and all programs are cancelled. Patrons can access e-books and e-audiobooks through Overdrive and the Libby App. Tumblebooks has offered free access to e-books and e-audiobooks until August. All

information and links can be found in the e-library section of southgate-library.com. For any questions regarding these resources leave a message at 519-923-3248 or email **lrussell@southgate.ca**. Staff will respond as quickly as possible. Library books can be returned to the outside book drop. Fines will be waived for items due during this closure.

Roads Department

Roads staff have been cutting trees with social distance practices in place. This work in preparation for the reconstruction of roads in 2020 and 2021. We also have staff patrolling our roads, pavement patching and grading gravel roads as weather conditions permit.

Waste Collection

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Township of Southgate – Emergency Declaration Updates

To the Community of Southgate:

I want to personally reach out to each of you on behalf of the Council and staff for the Township of Southgate to inform of the impact of COVID-19 on our Community.

This is a very challenging time for all of us. In the last 14 days we have seen increased Federal and Provincial restrictions and rules imposed on each of us, that will speed up the process to flatten the curve of the virus spread in time. Our lives have been changed, but we all must be patient and do our part. We will get through this, but please do everything we are told to stop the spread of COVID-19. We have information on our website under COVID-19 or you can contact the Health Unit for support. The health of our citizens and our community is of the utmost importance.

Further to the press release from the Township of Southgate on March 16, 2020, we want to provide another update on what the Township is doing and how the municipal services are operating during the COVID-19 Pandemic. As part of this messaging release we have provided an update on the status of future Southgate Council meetings, present municipal operations and rescheduling information for tenders and the tax sale process.

We are at the ready today, to support you and deliver the essential services we all require as a community. We also need to be prepared and ready when the Provincial Government lifts their Emergency Declaration to get back to work and our regular way of life. It may take a while, but patience and working together with social distancing and precautions will get us there in time. Please stay safe and healthy.

Sincerely
Mayor John Woodbury
Township of Southgate

Post Council Meeting–Emergency Question & Answer

In order to keep close contact with our community members, our Mayor and Southgate staff are offering a Conference Call Question and Answer session after each council meeting where members of the community can call in and discuss concerns with the COVID-19 situation within the community and ask questions they have at this time. This call is meant as an additional tool for people that need more information or have concerns specifically related to the COVID-19 situation. To access the Council Meeting and/or the Southgate Q & A session you call **1-647-497-9373** and enter the access number **990-730-221**.

Contact Information

Here are resources for COVID-19:

If you have symptoms or need medical answers: Call your primary care giver, Telehealth Ontario 1-866-797-0000 or South East Grey Community Health Centre 519-986-2222

If you have general questions about COVID-19 or updates:

Grey-Bruce Health Unit: 519-376-9420 or 1-800-263-3456

Ontario website: <https://www.ontario.ca/page/2019-novel-coronavirus>

Canada Website: <https://www.canada.ca/en/public-health/services/diseases/2019-novel-coronavirus-infection.html2>

Township of Southgate's Website: <https://www.southgate.ca/en/local-government/covid-19-information.aspx>

Emergency Declaration

On March 27, 2020 at 12:00 PM Township of Southgate Mayor John Woodbury declared a municipal wide state of emergency in accordance with the *Emergency Management and Civil Protection Act* in response to the COVID-19 (coronavirus) pandemic. This declaration aligns with the Government of Ontario's Declaration of Emergency made March 17, 2020.

This declaration is a precaution being taken by the Township in order to access additional Provincial and Federal resources and funding to help control the spread of the virus should the need arise.

Declaring an emergency authorizes the Municipality to take action or make orders, which are not contrary to law, in order to protect the residents in our community.

This declaration is **NOT** to further instill fear and panic in our residents, and you are not required to take any further action or response as a result of this declaration. Please continue to practice safe social distancing and self-isolation as per Public Health's directives.

COVID-19 Information

The 2019 novel coronavirus (COVID-19) causes a respiratory infection that originated in Wuhan, China.

The symptoms of COVID-19 Include:

- Cough
- Fever
- Difficulty Breathing



Anyone that begins to feel unwell with these symptoms should return home and self-isolate immediately. If you think you could have the virus, call your primary care provider or Telehealth Ontario at 1-866-797-0000.

This virus is spread mainly from person to person through close contact. The following remain the best measures for preventing illness:

- Washing your hands often with soap and water or alcohol-based hand sanitizer
- Sneezing and cough into your sleeve
- Avoid touching your eyes, nose or mouth
- Avoid contact with people who are sick and stay at home if you are sick
- Clean and disinfect high-touch objects and surfaces frequently
- Practice social distancing including person-to-person contact, no group gatherings, keeping 6 feet/2 metres distance from each other



Monday April 6, 2020
FOR IMMEDIATE RELEASE

The Township of Southgate is NOT currently under a fire ban. There has been a lot of confusion over the past couple days with the Ministry of Natural Resources and Forestry announcing a fire ban in the northern fire regions. This ban does not cover the entire province. For areas outside of the fire region it is under the jurisdiction of the Chief Fire Official to control, monitor and issue a fire ban if necessary. Fire Chief Malynyk is assessing the situation day by day. While a fire ban may serve other communities at this time the Fire Chief believes it will not be beneficial for the Township of Southgate.

We understand that many residents of our community have been staying home and we do not want to take away your ability to enjoy a small responsible campfire with your family. If you choose to have a campfire with your family, please ensure you are following the open-air burn by-law, burning clean, dry wood and being respectful of your neighbours. We also would like to remind everyone to follow the guidelines put into place by the Government of Ontario to practice social distancing and limit the number of people who are not in your immediate family or live in your household to five people. A small, contained campfire does not require an official burn permit.

Further, our rural community is cleaning up their yards and getting ready for the new crop season and we understand the importance of being able to do this responsibly and safely. Please note you are required to have a valid 2020 burn permit for this activity and must follow all the rules of the Township of Southgate's open-air burn By-law. Any violation of these rules will result in fines. All burn permit applications and instructions can be found online at www.southgate.ca or by calling the office at 519-923-2110.

Thank you,

Derek Malynyk, Fire Chief Official
Dundalk Fire Department
Township of Southgate



Township of Southgate
Building Inspection Update
April 7, 2020 **FOR IMMEDIATE RELEASE**

On Friday April 3, 2020 Premier Ford announced the addition of construction to the list of non-essential workplaces. In summary, all industrial and commercial construction related to healthcare, transit, energy including petrochemical, justice sectors, personal protective equipment and medical devices may proceed. Single Family Dwellings, semi-detached and townhomes for which a permit was issued before April 5, 2020 may continue. Any work required to temporarily close a construction site to ensure public/building safety is to be completed before closing.

Southgate Building Department is continuing to perform all mandatory inspections on permissible construction, using current COVID-19 safety precautions for staff and clients. Please be patient when requesting inspections as staff are working separately from remote locations and the process may take a little longer; advanced notification is required. For building concerns continue to call 519-923-2110 extension 242, or email cmaltais@southgate.ca.

To reduce a backlog of issuing construction permits when these restrictions are eased, Southgate will continue at the present time to receive and review building permit applications to allow prompt issuance in a timely matter.

Accounts Payable

CIBC - 1 - Standard Cheque Register By Date

03/01/2020 thru 03/31/2020

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
038576	03/04/2020	001005	A.J. STONE COMPANY LTD	
	Invoice 0000149919		11/27/2019 FIRE-5GAL PAIL FIREADE FOAM X3	593.25
				593.25
038577	03/04/2020	001059	ASSOCIATION OF ONTARIO ROAD SUPERVISORS	
	Invoice 06-1004		01/27/2020 2020 CERT RENWL 194-	175.15
				175.15
038578	03/04/2020	003076	CORPORATE EXPRESS CANADA INC	
	Invoice 52709800		02/24/2020 ADM/BLDG-PPR/PPR TWL/DESK TRA	65.92
	Invoice 52655624		02/18/2020 ADMIN-AA BATTERY	22.06
	Invoice 52652760		02/17/2020 ADMN/RDS-TWL DISPENSER/ENVLOP	301.44
	Invoice 52777549		03/02/2020 CLRK/ADM-LEGL PPR/RECEIPT BOO	123.19
				512.61
038579	03/04/2020	004071	DUNDALK FOODLAND	
	Invoice Tran3367		02/12/2020 CNCL VISIONING-SUB/WRAP/COOKI	149.20
	Invoice Tran6558		02/12/2020 COUNCIL VISIONING-PASTA SALAD	30.01
	Invoice Tran9407		03/03/2020 ADM-MILK & CREAM FOR LUNCHRO	10.53
				189.74
038580	03/04/2020	005042	ESOLUTIONS GROUP LIMITED	
	Invoice 122833		02/05/2020 CLERKS-HOURLY SUPPORT-111965	35.31
				35.31
038581	03/04/2020	006014	FIVE STAR CLEANING AND MAINTENANCE	
	Invoice 14343		12/31/2019 FIRE-DEC 2019 CLEANS/SNOW RMV	926.60
	Invoice 14181		12/31/2019 FIRE-NOV 2019 CLEANS/SNOW RMV	418.10
				1,344.70
038582	03/04/2020	008021	HERALD NEWSPAPER CORP	
	Invoice 18598		01/21/2020 FIRE-36 LEGAL COLOUR COPIES	20.34
	Invoice 18688		02/10/2020 FARMLAND LEASE/BYLAWS/JOB OPP	367.25
				387.59
038583	03/04/2020	009010	INFINITY NETWORK SOLUTIONS	
	Invoice 27245		02/20/2020 REC/RDS-MS 0365 PLAN CANCELLEI	-7.55
	Invoice 27304		11/27/2019 CAOHR-WINDOW 7 REPL OVERCHA	-397.20
	Invoice 27186		12/31/2019 ADMN/CAOHR-WINDOW 7 REPLACE	9,001.98
	Invoice 27503		03/02/2020 ADM-MTHLY MS 0365/EXCH ONLINE	503.08
				9,100.31
038584	03/04/2020	013035	MCDONALD HOME HARDWARE	
	Invoice 86414		02/18/2020 LIB-UTILITY BLADES	7.11
	Invoice 86150		02/05/2020 ARENA-DOORSWEEPS	20.32
	Invoice 86470		02/20/2020 ARENA-GARBAGE BAGS & CAN	53.08
	Invoice 86500		02/21/2020 ARENA-RUBBER MAT X2	158.18
	Invoice 86560		02/24/2020 ARENA-KNIFE/SCRAPER	5.64
	Invoice 86436		02/19/2020 AREN-REFLECTIVE SYMBOL STICKE	3.70
	Invoice 86589		02/25/2020 AREN-CABLE/EYE SCREWS/THIMBL	132.65
	Invoice 86592		02/25/2020 ARENA- ALUM SLEEVES	5.19
				385.87
038585	03/04/2020	013058	MINISTER OF FINANCE	
	Invoice 111102200808094		02/15/2020 FEB 2020 POLICING CONTRACTS	96,809.00
				96,809.00
038586	03/04/2020	018013	RECEIVER GENERAL FOR CANADA	
	Invoice 20200029311		02/02/2020 RADIO LICNSE RNWL 044080031498	177.84
				177.84
038587	03/04/2020	019054	BEARCOM CANADA CORP.	
	Invoice 4963644		01/17/2020 FIRE-PAGER MONITORING/TESTING	161.03
				161.03
038588	03/04/2020	019076	STUTZ BROWN & SELF PROFESSIONAL CORP	
	Invoice 29738		02/14/2020 S-3503-18 SITE PLAN AGREEMENT	399.47
	Invoice 29752		02/18/2020 S-3615-20 SITE PLAN AGREEMENT	364.78
	Invoice 29827		02/27/2020 S3615-20 SITE PLN REGISTRATION	426.37
	Invoice 29836		02/28/2020 BLDG-S-3481-18 ORDER TO COMPL	1,311.89
				2,502.51

Accounts Payable

CIBC - 1 - Standard Cheque Register By Date

03/01/2020 thru 03/31/2020

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
038589	03/04/2020	020044	TRITON ENGINEERING SERVICES LTD	23,434.45
	Invoice 50870		01/31/2020 R-A4169 FLATO NORTH ENGR SRV	4,415.48
	Invoice 50871		01/31/2020 R-A4171 FLATO GLENELG ENG SRV	7,192.11
	Invoice 50865		01/31/2020 R-A4153 REALE DDLK ENGR SRVC	994.40
	Invoice 50867		01/31/2020 R-A4165 WHITE ROSE ENGR SRVC	8,893.15
	Invoice 50868		01/31/2020 R-A4167 FLATO EAST ENGR SRVC	1,939.31
038590	03/04/2020	021008	UTIL-EQUIP MANUFACTURING INC	819.25
	Invoice 8868		02/18/2020 FIRE-LADDER INSPECTIONS	819.25
038591	03/04/2020	023007	WARD & UPTIGROVE CONSULTING & HUMAN RESOURCES	6,215.00
	Invoice 64171		01/31/2020 CAOHR SEPARATION COSTS	6,215.00
038592	03/04/2020	099003		1,000.00
	Invoice February 21, 2020		02/21/2020 SITE PLAN CNTINGENCY FEE REFNI	1,000.00
038593	03/04/2020	099004		1,000.00
	Invoice Feb 18, 2020		02/19/2020 SITE PLAN CONTINGENCY FEE RFN	1,000.00
038594	03/04/2020	099005	MOBILE REPAIR	941.93
	Invoice 24239		02/18/2020 FIRE-TRUCK FULL SERVICE/INSPEC	941.93
038595	03/04/2020	099006	MISTY MEADOWS MARKET INC	1,000.00
	Invoice February 18, 2020		02/19/2020 SITE PLAN CONTINGENCY FEE RFND	1,000.00
038596	03/04/2020	099006		1,000.00
	Invoice February 18 2020		02/18/2020 SITE PLAN CONTINGENCY FEE RFN	1,000.00
038597	03/04/2020	099006	ONTARIO ASSOCIATION OF POLICE SERVICE BOARD	621.50
	Invoice February 19, 2020		02/19/2020 OAPSB CONFERENCE	621.50
038598	03/04/2020	099006		1,000.00
	Invoice March 3, 2020		03/03/2020 SP1-19 SITE PLAN REFUND	1,000.00
038599	03/17/2020	019051	SPARLING'S PROPANE	1,891.14
	Invoice 88725040904480		03/02/2020 SWINTON PARK-PROPANE	369.46
	Invoice 88725065887563		03/10/2020 WASTE-WILDERS LAKE PROPANE	987.34
	Invoice 88725065887562		03/01/2020 WASTE-PROPANE TANK ANNL RENT	67.74
	Invoice 88725040904481		02/20/2020 REC-SWINTON PARK PROPANE	398.86
	Invoice 88725040904482		03/01/2020 REC-SWINTON PRK TANK RENTAL	67.74
038600	03/17/2020	001032	ALLAN'S GARAGE	904.00
	Invoice 103863		03/02/2020 RDS-WINCH SNOWPLOW FROM DIT	904.00
038601	03/17/2020	001039	AMCTO	598.90
	Invoice 226681		03/10/2020 CAOHR-ASSET/FIN ANALYST ADVTSN	598.90
038602	03/17/2020	001044	ANCHEM SALES	840.72
	Invoice 189354		02/26/2020 WATER CHEMICALS	908.52
	Invoice 189364C		02/26/2020 WATER CHEMICALS	-33.90
	Invoice 188687C		01/29/2020 WATER CHEMICALS	-33.90
038603	03/17/2020	001058	ASSOCIATION OF MUNICIPALITIES OF ONTARIO	902.87
	Invoice AC010838		02/27/2020 2020 CONFERENCE	902.87
038604	03/17/2020	001060	ATS TREE SERVICES INC.	1,296.68
	Invoice 3180		01/01/2020 RDS-TREE CUTTING W/BUCKET TRC	1,296.68

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03/01/2020 thru 03/31/2020

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
038605	03/17/2020	002057	BUCKHAM TRANSPORT LIMITED	1,830.60
	Invoice 27517		01/01/2020 WASTE-DISPOSAL CHARGE	1,830.60
038606	03/17/2020	002063	BRANDT	493.96
	Invoice 10 7901419		02/11/2020 RDS-UNIT 101 AIR INTAKE HOSE	157.52
	Invoice 10 7901417		02/11/2020 RDS-UNITS 105,116 FLOODLAMPS	336.44
038607	03/17/2020	003011	CANADA'S FINEST COFFEE	62.00
	Invoice IN340608		03/05/2020 ADMIN- COFFEE FOR LUNCHROOM	62.00
038608	03/17/2020	003022	CARDINAL COURIERS LTD.	99.54
	Invoice 1987638		02/29/2020 RDS-SHIP TO TOROMONT CAT	59.99
	Invoice 1967878		01/01/2020 RDS-SHIP TO	39.55
038609	03/17/2020	003041	CHEMTRADE CHEMICALS CANADA LTD	6,865.77
	Invoice 92839658		02/19/2020 LAGOON-ALUM SULFATE LIQ BULK	6,865.77
038610	03/17/2020	003054		1,953.50
	Invoice 23/25		02/29/2020 RDS/HOLST-FEB SNOW CLEARING	1,953.50
038611	03/17/2020	003057	CLEARTECH INDUSTRIES INC.	1,761.82
	Invoice 822952		02/07/2020 SEWER-METER CLEAN/CAP REPLAC	477.35
	Invoice 822954		02/19/2020 SEWER-CLEAN OPTICS/NEW LAMP	567.48
	Invoice 823061		02/19/2020 SEWER-CLEAN OPTICS/ELECTRODE	716.99
038612	03/17/2020	003070	CONSEIL SCOLAIRE CATHOLIQUE PROVIDENCE	1,691.59
	Invoice Mar 13, 2020		03/13/2020 1ST QUARTER 2020 LEVY	1,691.59
038613	03/17/2020	003071	CONSEIL SCOLAIRE VIAMONDE	1,096.70
	Invoice March 13, 2020		03/13/2020 1ST QUARTER 2020 LEVY	1,096.70
038614	03/17/2020	003076	CORPORATE EXPRESS CANADA INC	261.57
	Invoice 52751753		02/27/2020 ADM/BLDG/PLN-FOLDERS/PPR/TRAY	219.11
	Invoice 52850533		03/09/2020 WTR/CLRK/FIN-COVER STOCK/PENS	42.46
038615	03/17/2020	003083	COUNTY OF GREY	821,866.25
	Invoice IVC00000000020562		02/28/2020 2020 LEVY 1ST INSTALLMENT	814,511.25
	Invoice Feb 2020		03/13/2020 FEB 2020 DEVELOPMENT CHARGES	7,355.00
038616	03/17/2020	004002	D.V. ELECTRIC	1,981.24
	Invoice 2315		02/28/2020 RDS-REPLACE EMERG EXIT SIGNS	927.54
	Invoice 2325		03/04/2020 RDS/HOLST-REPL EMRG EXIT SIGNS	941.29
	Invoice 2326		03/04/2020 WW-REPLC RECEPTACLE HEATR PI	112.41
038617	03/17/2020	004071	DUNDALK FOODLAND	8.57
	Invoice Tran2202		03/12/2020 ADMIN-LYSOL WIPES	8.57
038618	03/17/2020	004081	DUNWOOD SIGNS & TEXTILES INC.	140.12
	Invoice 5703		03/02/2020 DROMORE PARK-NO SMOKING SIGN	140.12
038619	03/17/2020	004086	DYNAMIC ONLINE MARKETING CORP	796.65
	Invoice 127296		02/18/2020 FIRE-15 TRAINING INCENTIVES	446.35
	Invoice 127122		01/16/2020 FIRE-FIRST RESPONDER TOOL X12	350.30
038620	03/17/2020	005015	EH!TEL NETWORKS INC	146.89
	Invoice ET-107523		03/15/2020 ADMIN- INTERNET	146.89

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038621	03/17/2020	005039	EXCEL BUSINESS SYSTEMS	834.69
	Invoice 380652		02/28/2020 ADMIN-COLOUR COPIER	581.57
	Invoice 244309		03/11/2020 COLOUR COPIER APRIL LEASE 2020	253.12
038622	03/17/2020	005042	ESOLUTIONS GROUP LIMITED	70.63
	Invoice 123338		03/12/2020 CLERKS-WEBPAGE/USER SUPPORT	70.63
038623	03/17/2020	006014	FIVE STAR CLEANING AND MAINTENANCE	909.65
	Invoice 14676		02/29/2020 REC-SWINTON PRK FEB 2 CLEANS	124.30
	Invoice 14672		02/29/2020 RDS-DDLK/HOLST FEB 4 CLEANS	265.55
	Invoice 14671		02/29/2020 ADMIN-FEB 4 CLEANS	519.80
038624	03/17/2020	007012	GEORGIAN BAY FIRE & SAFETY SUP	148.44
	Invoice 794512		02/20/2020 RDS-HOLST ZONE 2 SERVICE CALL	148.44
038625	03/17/2020	007025	GM BLUEPLAN ENGINEERING LIMITED	3,379.90
	Invoice 104291		02/24/2020 WAST-PROTON LNDFL MONITOR RF	3,379.90
038626	03/17/2020	007032	GRAND RIVER CONSERVATION AUTHO	1,174.33
	Invoice LEVY2020-55		03/13/2020 2020 MUNICPL LEVY 1ST INSTLMNT	1,174.33
038627	03/17/2020	008005	HACH SALES & SERVICE CANADA LTD	391.43
	Invoice 215987		02/20/2020 WAT-COLOR STD DPD CHLORINE-M	391.43
038628	03/17/2020	008027	HIGHLAND SUPPLY	259.25
	Invoice 283687		02/29/2020 RDS-UNIT 113 PLOW BOLT/NUT/LNK	19.49
	Invoice 283415		02/19/2020 RDS-HPVL COMPRESSR INDUST BE	13.11
	Invoice 283279		02/12/2020 RDS-DDLK DEPOT XL GLOVES	21.47
	Invoice 283781		03/04/2020 RDS-UNIT 215 5-8IN SHACKLE	5.74
	Invoice 283259		02/11/2020 RDS-208 BOLT/PRSR WASHR NOZZL	48.58
	Invoice 283241		02/10/2020 RDS-UNIT 215/117 DIESEL 9.46L	131.08
	Invoice 283040		01/31/2020 WTR-WELL 5 FUNNEL	19.78
038629	03/17/2020	008034	HOLSTEIN FEED MILL (2015) LTD	50.29
	Invoice 312727		02/10/2020 RDS-HOLS DEPOT 5BAG SALT 18KG	50.29
038630	03/17/2020	008040	HURONIA/MED-E-OX LTD.	186.03
	Invoice 75185		02/04/2020 PROPANE CYLINDERS	62.01
	Invoice 75188		02/11/2020 PROPANE CYLINDERS	62.01
	Invoice 75193		02/18/2020 PROPANE CYLINDERS	62.01
038631	03/17/2020	008041	HWY 4 TRUCK SERVICE LTD.	5,672.55
	Invoice 93772		02/20/2020 RDS-WRONG ALTERNATOR UNIT 21	-309.04
	Invoice 93939		02/21/2020 WASTE-UNIT 219 FLEET SERVICE	1,056.14
	Invoice 93751		02/14/2020 RDS-UNIT 214 ALTERNATOR	309.04
	Invoice 93840		02/24/2020 RDS-UNIT 214 ALTERNATOR 200AMF	513.28
	Invoice 93868		02/14/2020 WAST-UNIT 218 TRANSMISSN LGHT	906.12
	Invoice 93858		02/20/2020 RDS-UNIT 214 SERVICE CALL	845.87
	Invoice 94073		03/04/2020 RDS-TOW 214 TO SHOP & DIAGNOS	1,975.60
	Invoice 94005		03/02/2020 WASTE-UNIT 219 TIRE REPAIR	249.47
	Invoice 94014		03/05/2020 RDS-3 CB MIC HOLDERS	126.07
038632	03/17/2020	009010	INFINITY NETWORK SOLUTIONS	5,905.79
	Invoice 27346		02/29/2020 LIB-RE PURPOSE MACS	214.70
	Invoice 27566		03/09/2020 ADMIN/FINANCE-EMAIL BILLING	327.70
	Invoice 27567		03/09/2020 RDS/CLRKS-INSTL PROJECTOR/CBL	1,469.00
	Invoice 27601		03/09/2020 WTR/FIN-NO REPLY EMAIL-BILLING	10.78
	Invoice 27600		03/09/2020 MONTHLY VIP/COMPUTR MONITORI	2,431.62

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	Invoice 2 7347		02/29/2020 WATER-ADDITIONAL PC & LABOUR	1,451.99
038633	03/17/2020	009013	INNOVATIVE SURFACE SOLUTIONS CANADA	1,588.87
	Invoice INV52819		03/06/2020 RDS-PROPATCH	1,588.87
038634	03/17/2020	010011		197.50
	Invoice March 10, 2020		03/10/2020 REC-TOWN HALL MARCH 5 CLEANS	197.50
038635	03/17/2020	012010	LIBRARY BOUND INC	1,774.48
	Invoice 30074902		02/20/2020 LIBRARY BOOKS	581.09
	Invoice 30075480		02/28/2020 LIBRARY BOOKS	1,193.39
038636	03/17/2020	013035	MCDONALD HOME HARDWARE	757.44
	Invoice 86746		03/03/2020 FIRE-SCREWS/ELBOW	20.67
	Invoice 86610		02/26/2020 AREN-PIPE/ROPE/CBL TIES/SCREW:	138.29
	Invoice 86409		02/18/2020 ARENA-NYLON BRAID ROPE	15.80
	Invoice 86800		03/05/2020 ARENA-BASIN CHROME PLUG	20.33
	Invoice 86784		03/05/2020 RDS-TISSUES/RAGS/BATTRY/SPON	46.92
	Invoice 86358		02/14/2020 TOWN HALL- 4 BAGS ICE MELT	38.37
	Invoice 86496		02/21/2020 RDS-CABLE WINCH/TARP STRAP	62.08
	Invoice 86618		02/26/2020 RDS-DDLK DEPOT BUILDR HARDWA	1.98
	Invoice 86398		02/18/2020 ADMIN- GLUE	11.85
	Invoice 86912		03/12/2020 RDS-PLOW PAINT	119.72
	Invoice 86935		03/11/2020 WASTE-CLOCK/THERMOMETER/WIF	58.22
	Invoice 86950		03/12/2020 WATER-UNIT 311 PWR STEER FLUIC	9.02
	Invoice 86930		03/11/2020 WATER-UNIT 309 BUILDERS HRDWF	1.13
	Invoice 86918		03/10/2020 ARENA-ENT QUEEN ANKL LVRST	42.93
	Invoice 86996		03/13/2020 RDS-CHAIN/PLIERS/SCREWS/HAMM	170.13
038637	03/17/2020	013049	MICHELIN NORTH AMERICA (CANADA) INC.	2,172.14
	Invoice 1817437/1832593		01/01/2020 RDS-TIRE INSTALL CREDIT	-2,355.82
	Invoice DA 0007563943		02/20/2020 FIRE-6 TIRES	4,527.96
038638	03/17/2020	013056	MINISTER OF FINANCE	254.25
	Invoice 2395		03/10/2020 R-ADVRTS TAX ARREAR LAND SALE	254.25
038639	03/17/2020	013058	MINISTER OF FINANCE	4,382.76
	Invoice 112802200938100		02/29/2020 2020 CSPT GRANT- 25%	-1,223.00
	Invoice 10603201102007		03/06/2020 POL-JAN/FEB 2020 RIDE WAGES	5,605.76
038640	03/17/2020	013087	MUNICIPAL FINANCE OFFICERS' ASSOCIATION OF ONTARIO	259.90
	Invoice 2020JP-Southgate-01		03/04/2020 CAOHR-2020 ASSET/FIN ANALYST AD	259.90
038641	03/17/2020	013097	MCDUGALL ENERGY INC.	26,180.84
	Invoice 4424410		02/19/2020 CLEAR DIESEL	1,050.06
	Invoice 4434915		02/26/2020 CLEAR DIESEL	1,828.18
	Invoice 4426427		02/20/2020 DYED DIESEL	724.99
	Invoice 4426426		02/20/2020 REGULAR GAS	216.71
	Invoice 4426523		02/20/2020 REGULAR GAS	172.48
	Invoice 4426517		02/20/2020 DYED DIESEL	1,799.73
	Invoice 4426522		02/20/2020 CLEAR DIESEL	4,471.07
	Invoice 4432570		02/25/2020 CLEAR DIESEL	606.45
	Invoice 4432569		02/25/2020 DYED DIESEL	1,329.95
	Invoice 4438970		02/29/2020 DYED DIESEL	1,234.66
	Invoice 4438969		02/29/2020 CLEAR DIESEL	1,881.88
	Invoice 4447809		03/04/2020 DYED DIESEL	989.12
	Invoice 4447771		03/04/2020 REGULAR GAS	996.95
	Invoice 4446276		03/03/2020 DYED DIESEL	1,999.83

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	Invoice 4446277		03/03/2020 CLEAR DIESEL	1,718.10
	Invoice 4447770		03/04/2020 CLEAR DIESEL	402.10
	Invoice 4458002		03/10/2020 CLEAR DIESEL	552.84
	Invoice 4455733		03/10/2020 DYED DIESEL	514.35
	Invoice 4455650		03/10/2020 REGULAR GAS	336.27
	Invoice 4459577		03/12/2020 CLEAR DIESEL	2,703.60
	Invoice 4459578		03/12/2020 REGULAR GAS	651.52
038642	03/17/2020	015006	OFFICER'S AUTO CARE INC	1,868.79
	Invoice 094769		03/04/2020 RDS-UNIT 312 BRAKE WORK	1,868.79
038643	03/17/2020	015027	ONTARIO GOOD ROADS ASSOCIATION	1,446.40
	Invoice 56267		02/26/2020 HUMAN RESOURCE COURSE-	361.60
	Invoice 56161		02/18/2020 MUN HEALTH/SFTY COURSE-	1,084.80
038644	03/17/2020	015040	ONTARIO WATER WORKS ASSOCIATION	111.87
	Invoice 73-2178		02/17/2020 WTR-OWWA 2020 SEMINAR	111.87
038645	03/17/2020	015045	OSPREY EQUIPMENT REPAIR LTD	3,580.82
	Invoice 3601		03/02/2020 RDS-6HR INNER/OUTER RACE ASSY	1,916.71
	Invoice 3604		03/05/2020 RDS-UNIT 115 WATER PUMP LABOR	1,664.11
038646	03/17/2020	015052	O.P.F. EX.	23.00
	Invoice March 4, 2020		03/04/2020 ARENA- FILTER CLEANING	23.00
038647	03/17/2020	016040	PREMIER EQUIPMENT LTD	717.28
	Invoice 995025		03/02/2020 RDS-UNIT 105 REPLACE BEARING	260.74
	Invoice 989249		02/12/2020 RDS-UNIT 105 BEARING CONE	117.73
	Invoice 989250		02/12/2020 RDS-LOCK PIN/PLUGS	36.29
	Invoice 989251		02/12/2020 RDS- O-RING UNIT 105	15.46
	Invoice 994951		03/02/2020 RDS-FILTER/GREASE GUN/SUPPLIE	287.06
038648	03/17/2020	016042	PRINT ONE	664.44
	Invoice 31335		03/11/2020 WASTE-EGRMNT/DDLK 60 FORMS	664.44
038649	03/17/2020	018015	REEVES CONSTRUCTION LTD	3,869.07
	Invoice 1 9872		02/28/2020 RDS-71/2 HR DITCHING ON 8	847.50
	Invoice 3296		03/10/2020 RDS-BRIDGE RPR/DITCHING ON 8	3,021.57
038650	03/17/2020	018027	RIVERSIDE EQUIPMENT REPAIR	551.20
	Invoice 7631		02/28/2020 RDS-FLOOR DRAIN/TUBE CUTTING	551.20
038651	03/17/2020	018032	ROBERT'S FARM EQUIPMENT	80.81
	Invoice P24342		03/10/2020 RDS-UNIT 11 FILTERS	80.81
038653	03/17/2020	019062	STEER ENTERPRISES LTD.	1,720.52
	Invoice 01S10148		02/19/2020 RDS-UNIT 212 CHECK ENGINE LGHT	68.53
	Invoice 01S10147		02/19/2020 RDS-UNIT 218 TRANSMISSION LGHT	247.10
	Invoice 01S10127		02/21/2020 RDS-UNIT 216 DEF SERVICE CALL	2,245.55
	Invoice 01S10416		03/06/2020 RDS-UNIT 216 MISBILLED SENSOR	-840.66
038654	03/17/2020	019073	STRONGCO EQUIPMENT	174.87
	Invoice 90861169		03/12/2020 RDS-UNIT 100 PARTS	174.87
038655	03/17/2020	019076	STUTZ BROWN & SELF PROFESSIONAL CORP	606.73
	Invoice 29852		03/03/2020 PLAN/CAO/CANINE- LEGAL FEES	606.73
038656	03/17/2020	019086	SHRED-IT	82.20

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	Invoice 8100977007		02/29/2020 ADMIN- SHREDDING SERVICES	82.20
038657	03/17/2020	020012	THE BLUEWATER DISTRICT SCHOOL	418,509.58
	Invoice March 13/2020		03/13/2020 1ST QUARTER 2020 TAX LEVY	418,509.58
038658	03/17/2020	020013	THE BRUCE-GREY SEPARATE SCHOOL BOARD	39,720.62
	Invoice March 13, 2020		03/13/2020 1ST QUARTER 2020 TAX LEVY	39,720.62
038659	03/17/2020	020032	TOROMONT INDUSTRIES LTD.	1,233.81
	Invoice PS601042915		02/21/2020 RDS-UNIT 119 ELEMENTS/FILTERS	304.81
	Invoice WO600804914		03/05/2020 WAST-115 ENGINE FAILURE REPAIR	929.00
038660	03/17/2020	020038	TOWNSHIP OF SOUTHGATE	3,521.79
	Invoice 152279		03/06/2020 ARENA-JAN/FEB WATER CHRGS	1,773.07
	Invoice 152280		03/06/2020 RDS/DDLK-JAN-FEB WATER CHRGS	206.04
	Invoice 152284		03/06/2020 FIRE-JAN/FEB WATER CHARGES	883.46
	Invoice 152629		03/06/2020 TOWN HALL-JAN/FEB WATER CHRGS	314.21
	Invoice 152615		03/06/2020 REC/F MAC-JAN/FEB WATER CHRGS	179.84
	Invoice 152581		03/06/2020 LIB/POL-JAN/FEB WATER CHARGES	165.17
038661	03/17/2020	020040	TOWNSHIP OF WELLINGTON NORTH	12,401.00
	Invoice IVC05248		03/05/2020 REC AGREEMENT 2020 FEB BILLING	12,401.00
038662	03/17/2020	020044	TRITON ENGINEERING SERVICES LTD	49,519.06
	Invoice 50796		01/01/2020 R-A4169 FLATO NRTH DEC'19 INV	796.65
	Invoice 50794		01/01/2020 R-A4165 WHITE ROSE DEC'19 INV	672.35
	Invoice 50797		01/01/2020 R-A4169 FLATO NRTH DEC'19 INV	812.19
	Invoice 50795		01/01/2020 R-A4167 FLATO DEC'19 INV	1,587.65
	Invoice 50908		01/31/2020 W4609 DDLK WASTEWATER ADVISC	2,084.85
	Invoice 50887		01/30/2020 M5619 MAIN ST/GREY 9 RECONSTR	5,883.69
	Invoice 50846		01/31/2020 M5616 INDUSTRIAL RD SURVEY	2,291.08
	Invoice 50770		01/01/2020 M5616 INDUSTRIAL RD DESIGN '19	5,324.56
	Invoice 50906		01/31/2020 T4611 DDLK WELL D5 CONSTRUCTN	3,055.52
	Invoice 50866		01/31/2020 A4160 GENERL ADVISORY SERVICE	254.25
	Invoice 50907		01/31/2020 W4600 DDLK STP LAGOON MANUAL	998.92
	Invoice 50814		01/01/2020 M5619 MAIN/GREY 9 DEC'19 FEES	19,419.38
	Invoice 50842		01/01/2020 W4609 DDLK WSTWTR DEC'19 FEES	3,343.46
	Invoice 50793		01/01/2020 R-A4164 YOUNG ST NOV/DEC 2019	1,618.73
	Invoice 50869		01/31/2020 R-A4168 HWY 10 JAN ADVISORY	1,375.78
038663	03/17/2020	020049	THE WELLINGTON ADVERTISER	465.71
	Invoice 252699		03/05/2020 R-OFFICE CLOSURE/PUB LAND SALI	465.71
038665	03/17/2020	022002	VALLEY BLADES LIMITED	197.30
	Invoice SV025808		02/19/2020 RDS-TIRE CHAIN FOR 212,216,209	197.30
038666	03/17/2020	022004	VANALSTINE AUTOMOTIVE	414.21
	Invoice 10175		01/31/2020 WTR-#309 HANDLE RPR/TIRE CHNGI	414.21
038667	03/17/2020	022008	VIKING CIVES LTD	588.95
	Invoice 2690597		02/19/2020 RDS-UNIT 212 BOLT/NUT HEX	41.34
	Invoice 2690595		02/19/2020 RDS-UNIT 212 INNR/OUTR ARM WLD	592.45
	Invoice CR0000002937		02/11/2020 RDS-105 SEAL KIT CYL RETURN	-95.25
	Invoice 2690361		02/11/2020 RDS-FITTING AIR STR UNION	27.80
	Invoice 2691211		03/05/2020 RDS-UNIT 215 BOLT HEX	22.61
038668	03/17/2020	023007	WARD & UPTIGROVE CONSULTING & HUMAN RESOURCES	593.25
	Invoice 64454		02/28/2020 CAO/HR-PAYRL	593.25

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038669	03/17/2020	023008	WASTE MANAGEMENT	4,142.19
	Invoice 0003233-0677-9		03/02/2020 RECYCLING	4,142.19
038670	03/17/2020	023039	WORK EQUIPMENT	190.89
	Invoice 049020		03/05/2020 RDS-UNIT 113 BOLT/CHAIN/LATCH	190.89
038671	03/17/2020	023044	WAGGS LTD.	50.85
	Invoice 183292		03/04/2020 LIB-MAT CLEANING	50.85
038672	03/17/2020	098002		250.00
	Invoice February 17 2020		02/17/2020 FINAL INSP REFUND 2019-0311	250.00
038673	03/17/2020	098002		250.00
	Invoice Feb 17 2020		02/17/2020 FINAL INSP REFUND 2019-202	250.00
038674	03/17/2020	098002		175.00
	Invoice February17,2020		02/17/2020 FINAL INSP REFUND 2018-0217	175.00
038675	03/17/2020	098002		250.00
	Invoice Feb.17 2020		02/17/2020 FINAL INSP REFUND 2019-0040	250.00
038676	03/17/2020	098002		250.00
	Invoice Feb.17.2020		02/17/2020 FINAL INSP REFUND 2019-0352	250.00
038677	03/17/2020	098002		150.00
	Invoice Feb 26, 2020		02/26/2020 HPV L PARK-DEPOSIT REFUND	150.00
038678	03/17/2020	098002		425.00
	Invoice Feb17-2020		02/17/2020 FINAL INSP REFUND 2018-0865	425.00
038679	03/17/2020	098002		250.00
	Invoice February 17, 2020		02/17/2020 FINAL INSP REFUND 2019-050	250.00
038680	03/17/2020	098002		250.00
	Invoice Feb17 2020		02/17/2020 FINAL INSP REFUND 2018-0141	250.00
038681	03/17/2020	098002		425.00
	Invoice Feb 17-2020		02/17/2020 FINAL INSP REF 19-0049,18-0935	425.00
038682	03/17/2020	098002		250.00
	Invoice February 17/2020		02/17/2020 FINAL INSP REFUND 2019-372	250.00
038683	03/17/2020	098002	MENNONITE CHURCH	250.00
	Invoice Feb 17/2020		02/17/2020 FINAL INSP REFUND 2019-0065	250.00
038684	03/17/2020	098002	MISTY MEADOWS MARKET INC	175.00
	Invoice Feb17,2020		02/17/2020 FINAL INSPECTION REFUND	175.00
038685	03/17/2020	098002		250.00
	Invoice February17/2020		02/17/2020 FINAL INSP REFUND 2019-0327	250.00
038686	03/17/2020	098002		250.00
	Invoice Feb 17, 2020		02/17/2020 FINAL INSP REFUND 2019-0325	250.00
038687	03/17/2020	098002		250.00
	Invoice February17-2020		02/17/2020 FINAL INSP REFUND 2019-0073	250.00

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038688	03/17/2020	098002		
	Invoice Feb17/2020		02/17/2020 FINAL INSP REFUND 2017-00585	350.00
				350.00
038689	03/17/2020	099002	ACES HEAVY TOWING	
	Invoice 8975		03/02/2020 RDS-UNIT 214 TOW FROM SRD 49	574.89
				574.89
038690	03/17/2020	099002	BEREAVEMENT AUTHORITY OF ONTARIO	
	Invoice March 13, 2020		03/13/2020 CEM-MAPLE GROVE LICENSE FEE	315.00
				315.00
038691	03/17/2020	099002	CHAMPION COMMERCIAL PRODUCTS INC	
	Invoice 535984		02/12/2020 FIRE-LED T8 4FT DIRECT REPLACE	893.38
				893.38
038692	03/17/2020	099003	DEMMANS EXCAVATING INC	
	Invoice 6312		01/01/2020 FIRE-EXCAVATOR FLOAT- 2ND LINE	508.50
				508.50
038693	03/17/2020	099005		
	Invoice March 4, 2020		03/04/2020 LIB- 4 UKELELE BOOKS	79.59
				79.59
038694	03/17/2020	099005	MOBILE REPAIR	
	Invoice 24257		02/25/2020 FIRE-SAFETY INSP/FULL SERVICE	1,552.67
				1,552.67
038695	03/17/2020	099006		
	Invoice Feb 14, 2020		02/14/2020 RDS-OGRA EDUCATIONAL CREDITS	2,000.00
				2,000.00
038696	03/17/2020	099006	MUNICIPALITY OF GREY HIGHLANDS	
	Invoice 4575		02/28/2020 FIRE DEPARTMENT RECOVERY	1,545.41
				1,545.41
038697	03/17/2020	099006		
	Invoice 2020-5		03/06/2020 MANAGING CONFLICT WORKSHOP	2,260.00
				2,260.00
038698	03/17/2020	099007	PROMAC MANUFACTURING	
	Invoice 110984		02/07/2020 RDS-PBC MOTOR HYD FREIGHT CHI	111.27
				111.27
038700	03/17/2020	099008	TST SMALL ENGINE REPAIR	
	Invoice Feb 19, 2020		02/19/2020 FI-SAW/GENERATOR/BLOWR REPAI	1,719.32
				1,719.32
038701	03/17/2020	099008	VWR INTERNATIONAL CO	
	Invoice 8653533185		02/19/2020 LAGOON-FLASK FILTER	112.56
	Invoice 8653531795		02/19/2020 LAGOON- BEKR CVR WATCH GLASS	131.80
	Invoice 8653524628		02/19/2020 SEWR-WATCH GLASS 1.8MM THICK	49.83
	Invoice 8653525919		02/19/2020 SEWER-VWR HUMIDITY SPONGES	86.92
	Invoice 8653525263		02/19/2020 SEWER-WATCH GLASS 2-1/2 INCH	98.14
	Invoice 8653525262		02/19/2020 SEWER-VWR DESSICATOR 100M	66.56
				545.81
038702	03/18/2020	019013	SAUGEEN VALLEY CONSERVATION AU	
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Cheque Register Total - 1,671,578.33

March 18, 2020

To Our Development Charge Clients:

Re: Draft Regulations for the Development Charges Act and Planning Act
(Community Benefits Charge Related)

On behalf of our many municipal clients, we are continuing to provide the most up-to-date information on the proposed changes to the *Development Charges Act* (D.C.A.) as proposed by Bill 108 (*More Homes, More Choice Act*). On February 28, 2020, the Province released its latest regulations proposed for the D.C.A. and the *Planning Act* (as it relates to the community benefits charge (C.B.C.)). These regulations are posted on the Environmental Registry of Ontario for public comment which is open until March 30, 2020. Comments may be made at the following website:

Community Benefits Charge Regulation – <https://ero.ontario.ca/notice/019-1406>.

As identified in our February 28, 2020 letter to you, our firm is providing an evaluation of the draft regulations. These comments will be included in our formal response to the Province. As the changes to the D.C.A. and the *Planning Act* have been evolving, we have summarized the proposed changes to the D.C.A. in the attached tables (Appendix A) so that our comments may be considered within the context of the latest changes.

1. Timing for Transition to the Community Benefits Charge

The specified date for municipalities to transition to community benefits will be one year after the C.B.C authority is in effect.

- Given the amount of time to undertake this regulatory change, it is beneficial to extend the deadline from January 1, 2021.
- A 12-month transition period may appear sufficient, however there are more than 200 municipalities in the Province with current development charges (D.C.) by-laws. It will take some time for municipalities to consider the new C.B.C. methodology, evaluate the approach to these studies, collect background data (e.g. property value information), carry out the study, assess the implications relative to maintaining the current parkland acquisition practice, undertake a public process and potentially pass a by-law. Based on our experience, the time frame is limited and should be extended to at least 18 months. This time period is consistent with major changes made in the past to the D.C.A. in 1989 and 1997.



2. Eligible D.C. Services

The new draft regulations will also allow the following services to continue with the D.C.:

- *Parks Development*
 - *Recreation*
 - *Public Libraries*
 - *Long-Term Care*
 - *Public Health*
- The continued inclusion of the above five services within the D.C.A. is a positive change. This provides a level of certainty for these services.

3. Mandatory 10% Deduction

The new draft regulations will remove the mandatory 10% deduction for the services included in the C.B.C.

- This is a positive amendment to the legislation. This will reduce the amount required to fund the growth-related capital infrastructure from property taxes.

4. Community Benefits Formula

The C.B.C. will be limited to a maximum rate, set as a percentage of the market value of the land the day before building permit issuance. The proposed maximum rates for the C.B.C. are as follows:

- *Single-tier municipalities: 15%*
 - *Lower-tier municipalities: 10%*
 - *Upper-tier municipalities: 5%*
- The maximum rates were not identified in prior draft regulations. It is unclear at this time whether the percentage amounts provided are adequate for all municipalities to recover the same amounts as allowed under prior legislation.
 - The legislation should allow for a maximum combined percentage of 15% within two-tier municipalities, i.e. if, for example, an upper-tier municipality does not use the maximum percentage, the upper-tier municipality should be allowed to transfer (by resolution) a portion of its percentage allocation to the lower tiers so as to maximize their recovery, if justification can be provided.
 - There should be different rates applied to residential and non-residential development. From preliminary analysis we have undertaken, the non-residential rate should be in the range of 3% to 5% based on benefits received, whereas the residential rate should be much higher. We would perceive that the proposed uniform rates would shift the costs burden from residential to non-residential development and may have a negative impact on commercial/ industrial development.



- How will the application of the charge apply to redevelopment (i.e. where buildings are demolished and replaced with another building – this could include conversions from residential to non-residential, vice versa, intensification, etc.)?
- Is there a prescribed planning horizon for calculating the C.B.C. – 10 years?
- Will municipalities be required to impose the C.B.C. as a percentage of land value, or will the percentage simply be used to determine if the applicable charge fits within the maximum percentage of land value? For example, a municipality could impose C.B.C.s as a charge per unit, based on the unit type, similar to how D.C.s are currently imposed. When a developer applies for a building permit, a determination would need to be made whether the charge payable based on the type of dwelling being developed exceeds the maximum permissible percentage of land value. Allowing C.B.C.s to be imposed as a charge per unit would provide for a tighter nexus between the charge and the increase in need for service resulting from the development, by reflecting underlying differences in occupancy levels between different unit types. If the C.B.C. is expressed as a percentage of value, then the C.B.C. would be more akin to a tax, since there is no clear relationship between land value and increase in need for service.

5. Community Benefits Strategy

A C.B.C. strategy must be prepared to support the percentage to be imposed.

Elements of the strategy include:

- *The C.B.C. strategy will have to set out the amount, type and location of growth*
- *There will need to be a parks plan included. This plan will need to identify the amount of parkland needed for growth*
- *The current level of service for parkland (i.e. parkland per person) must be calculated and indicated whether this will change in the future*
- *The strategy will need to identify the anticipated increase in need for the service, as well as the capital costs*
- *There will need to be deductions for excess capacity and benefit to existing*
- *Grants, subsidies & other contributions will need to be deducted*
- *C.B.C. appeal mechanism requires public notice of C.B.C. by-law passage*
- *Interest rate for C.B.C. refunds upon successful LPAT appeal will be the Bank of Canada rate on the date the by-law comes into force or quarterly*
- Generally, most of the items noted above are consistent with the requirements of the D.C.A.; however, the requirement to prepare a parks plan is not. Section 42 (4.1) of the *Planning Act* provides that “*Before adopting the official plan policies described in subsection (4), the local municipality shall prepare and make available to the public a parks plan that examines the need for parkland in the municipality.*” At this time, most municipalities do not have a parks plan. Given the time frame for conformity to the C.B.C. legislation (one year after the C.B.C. authority is in effect), it does not appear that most municipalities would have enough time to complete this plan. As well, it is not clear whether this plan must



be adopted within the official plan policies of the municipality thus extending the implementation time even longer.

- Either this policy needs to have transitional policies to allow for municipalities to address interim policies or the C.B.C. transition timing must be extended.

6. Building Code Act Amendment

Building Code Act will be amended to include a section to ensure C.B.C. payment must take place prior to building permit issuance.

- This is a positive change as it allows municipalities to withhold permit issuance pending payment of the C.B.C.

7. Other Comments Previously Provided by Watson on the Act Amendments and Draft Regulations

7.1 Eligible Capital Costs for Community Benefits Charges

- What capital costs will be eligible as capital infrastructure for community services? The D.C.A. has an existing definition for capital costs which includes land, buildings, capital leases, furnishing and equipment, various types of studies and approvals, etc. Will these capital costs continue to be eligible as capital infrastructure under a C.B.C.?
- Will there be any limitation to capital costs for computer equipment or rolling stock with less than 7 years' useful life (present restrictions within the D.C.A.)?
- Will the cost of land appraisals, including annual appraisal studies, required for the C.B.C. be an eligible cost to be recovered through the C.B.C.?
- Will the cost of an appeal to LPAT to support the charge be eligible for funding from C.B.C. revenues?
- For parkland dedication, most municipalities have a local service policy that defines the minimum standard of development on which the land will be dedicated (e.g. graded, seeded, fenced, etc.). Will the local service policy be allowed to continue? If not, how will this matter be handled policy-wise or cost-wise?

7.2 Reporting on Community Benefits

"The Minister is proposing to prescribe reporting requirements that are similar to existing reporting requirements for development charges and parkland under section 42 of the Planning Act. Municipalities would be required annually to prepare a report for the preceding year that would provide information about the amounts in the community benefits charge special account, such as:

- *Opening and closing balances of the special account*
- *A description of the services funded through the special account*



- *Details on amounts allocated during the year*
- *The amount of any money borrowed from the special account, and the purpose for which it was borrowed*
- *The amount of interest accrued on money borrowed.*

With regard to the above:

- Confirm that “special account” and reserve fund have the same meaning. If they don’t, please provide a definition for “special account.”
- In regard to “amounts allocated,” within the context of the legislation where 60% of funds must be spent or allocated annually, can amounts be allocated to a capital account for future spending (e.g. childcare facility in year 5 of a forecast period) or are they to be allocated for immediate spending only?
- Similar to D.C. reserve funds, can the funds in the special account only be used for growth-related capital costs (i.e. cannot be used as an interim financing source for other capital expenditures)?

7.3 Reporting on Parkland

“The amendments to the Planning Act in Schedule 12 of the More Homes, More Choice Act, 2019 provide that municipalities may continue using the current basic parkland provisions of the Planning Act if they are not collecting community benefits charges. Municipalities would be required annually to prepare a report for the preceding year that would provide information about the amounts in the special account, such as:

- *Opening and closing balances of the special account*
 - *A description of land and machinery acquired with funds from the special account*
 - *Details on amounts allocated during the year*
 - *The amount of any money borrowed from the special account, and the purpose for which it was borrowed.”*
- Regarding the amount of interest accrued on money borrowed, confirm that the “special account” and reserve fund have the same meaning.
 - This section of the regulation is introduced to allow municipalities to continue using the current basic parkland provisions of the *Planning Act*. However, in contrast to the current reporting under s. 42 (15) of the *Planning Act* which allows funds to be used “for park or other public recreation purposes,” the scope in this regulation is for “land and machinery.” Confirm whether the scope of services has been limited or continues to be the same.



7.4 Appraisals for Community Benefits

It is proposed that,

- “If the owner of land is of the view that the amount of a community benefits charge exceeds the amount legislatively permitted and pays the charge under protest, the owner has 30 days to provide the municipality with an appraisal of the value of land.*
 - If the municipality disputes the value of the land in the appraisal provided by the owner, the municipality has 45 days to provide the owner with an appraisal of the value of the land.*
 - If the municipality’s appraisal differs by more than 5 percent from the appraisal provided by the owner of the land, the owner can select an appraiser from the municipal list of appraisers, that appraiser’s appraisal must be provided within 60 days.”*
- Is the third appraisal binding? Can this appraisal be appealed to the LPAT?
 - Do all municipalities across the Province have a sufficient inventory of land appraisers (i.e. at least three) to meet the demands and turnaround times specified within the regulations?

7.5 Other Matters

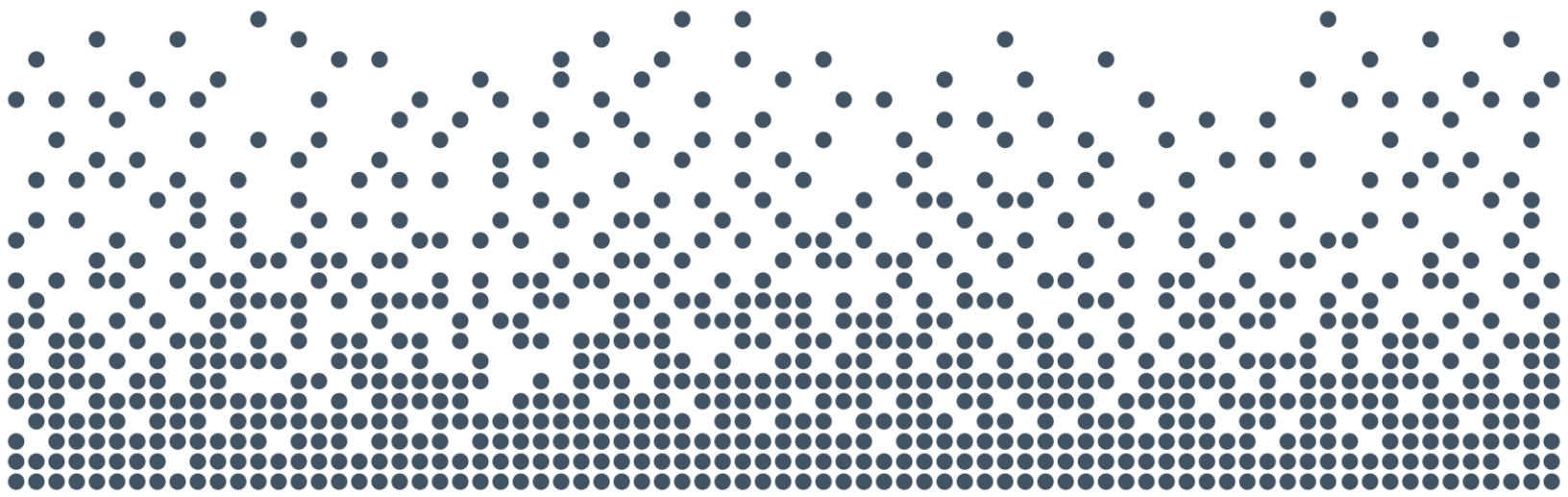
- How are mixed-use developments that include exempt development types to be handled? For example, exempt institutional uses are planned for the first floor of a high-rise commercial/residential building.
- Will ownership or use determine the ability to impose the C.B.C.?
- In situations where large industrial or commercial properties are purchased for long-term purposes and only small portions of the full site are initially developed, is the C.B.C. calculated for the entire property or only the portion being developed at that time (with lot coverage provisions)? As the property continues to develop, is the percentage applied to the existing and undeveloped portion of the land?
- D.C. by-laws must be revisited at least every five years. Is there a similar time period to be established for the community benefits strategy underlying the C.B.C.?

Yours very truly,

WATSON & ASSOCIATES ECONOMISTS LTD.

Gary D. Scandlan, BA, PLE
Director

Andrew Grunda, MBA, CPA, CMA
Principal



Appendix A

Summary of Changes for Development Charges and Community Benefits Charges



Development Charges Act Proposed Changes

Item	Bill 108 and Ontario Regulation 019-0184	Bill 138	Ontario Regulation 019-1406
1. Transitional Timelines	Provides for transition to the community benefits charge (C.B.C.) authority during the period of January 1, 2020 to January 1, 2021.		Transitional timelines have been modified. The deadline will be one year after the C.B.C authority is in effect.
2. D.C. Payment Deferral (note – definitions of development types also provided)	Provides for the deferral of D.C.s for: <ul style="list-style-type: none"> - rental housing development (6 payments) - non-profit housing (21 payments) - institutional (6 payments) - industrial (6 payments) - commercial (6 payments) 	Commercial and industrial developments removed from deferral provision.	
3. D.C. Freeze for Site Plan and Zoning By-law Amendment	The D.C. quantum would be frozen “until two years from the date the site plan application is approved, or in the absence of the site plan application, two years from the date the zoning application was approved.”		
4. Maximum Interest Rates on D.C. Deferrals for Freeze	Minister is not proposing to prescribe a maximum interest rate that may be charged on D.C. amounts that are deferred or on D.C.s that are frozen.		



Item	Bill 108 and Ontario Regulation 019-0184	Bill 138	Ontario Regulation 019-1406
5a. Additional Dwelling Units – Existing Units	It is proposed that the present exemption within existing dwellings be expanded to allow “the creation of an additional dwelling in prescribed classes of residential buildings and ancillary structures does not trigger a D.C.”		
5b. Additional Dwelling Units – New Units	In new single, semi and row dwellings (including ancillary structures), one additional dwelling will be allowed without a D.C. payment. Lastly, it is proposed that, “within other existing residential buildings, the creation of additional units comprising 1% of existing units” would be exempted.		
6. Eligible D.C. Services (note – the mandatory 10% deduction is removed for all eligible D.C. services – former services where this applied noted by “*”)	Removes many services to C.B.C. – only allows for: <ul style="list-style-type: none"> - Water - Wastewater - Stormwater - Roads - Fire - Police - Ambulance* - Waste Diversion* 		Adds additional services back to the D.C.: <ul style="list-style-type: none"> - Parks* - Recreation* - Public Libraries* - Long-term Care* - Public Health*



Planning Act Proposed Changes
For Community Benefits Charges (C.B.C.)

Item	Bill 108 and Ontario Regulation 019-0183	Bill 138	Ontario Regulation 019-1406
1. Transitional Timelines	Provides for transition to the community benefits charge (C.B.C.) authority during the period of January 1, 2020 to January 1, 2021.		Transitional timelines have been modified. The deadline will be one year after the C.B.C. authority is in effect.
2. Eligible Services	<ul style="list-style-type: none"> - Provides for all former D.C. services to be included in C.B.C. Note that former D.C. excluded services are not eligible (i.e. facilities for cultural/entertainment, tourism, general administration of municipality/local board, hospitals, landfill sites/thermal treatment of waste). - Parkland dedication. - Bonus zoning contributions. 		<p>Changes made to add eligible services back to D.C. (i.e. parks, recreation, libraries, long-term care and public health).</p> <p>- also, the 10% mandatory deduction formerly applied to D.C.s is removed for all services.</p>
3. Community Benefits Formula	The C.B.C. payable cannot exceed the amount determined by a formula involving the application of a prescribed percentage to the value of the development land. The value of land that is used is the value on the day before the building permit is issued to		<p>The C.B.C. will be imposed as a percentage based on the market value of the land the day before building permit issuance. The maximum percentages for the C.B.C. are as follows:</p> <ul style="list-style-type: none"> - Single-tier municipalities: 15%



Item	Bill 108 and Ontario Regulation 019-0183	Bill 138	Ontario Regulation 019-1406
	account for the necessary zoning to accommodate the development.		<ul style="list-style-type: none"> - Lower-tier municipalities: 10% - Upper-tier municipalities: 5%
4. Community Benefits Strategy	Before passing a C.B.C. by-law, the municipality shall prepare a C.B.C. strategy that, (a) identifies the facilities, services and matters that will be funded with C.B.C.s and (b) complies with any prescribed requirements.		<p>A C.B.C. strategy must be prepared to support the percentage to be imposed. Elements of the strategy include:</p> <ul style="list-style-type: none"> - The C.B.C. strategy will have to set out the amount, type and location of growth - There will need to be a parks plan included. This plan will need to identify the amount of parkland needed for growth - The strategy will need to identify the anticipated increase in need for the service - There will need to be deductions for excess capacity - Grants, subsidies & other contributions will need to be deducted - C.B.C. appeal mechanism requires public notice of C.B.C. by-law passage - Interest rate for C.B.C. refunds upon successful LPAT appeal will be the Bank of Canada rate



Item	Bill 108 and Ontario Regulation 019-0183	Bill 138	Ontario Regulation 019-1406
			on the date the by-law comes into force or quarterly
5. Exemptions from Community Benefits Charges	<p>The Minister is proposing that the following types of developments be exempt from charges for community benefits under the <i>Planning Act</i>:</p> <ul style="list-style-type: none"> - Long-term care homes - Retirement homes - Universities and colleges - Memorial homes, clubhouses or athletic grounds of the Royal Canadian Legion - Hospices - Non-profit housing." 		
6. Reporting on Community Benefits Charges	<p>Municipalities would be required annually to prepare a report for the preceding year that would provide information about the amounts in the C.B.C. special account, such as:</p> <ul style="list-style-type: none"> - Opening and closing balances of the special account - A description of the services funded through the special account - Details on amounts allocated during the year 		<i>Building Code Act</i> will be amended to include a section to ensure C.B.C. payment must take place prior to building permit issuance.



Item	Bill 108 and Ontario Regulation 019-0183	Bill 138	Ontario Regulation 019-1406
	<ul style="list-style-type: none"> - The amount of any money borrowed from the special account, and the purpose for which it was borrowed - The amount of interest accrued on money borrowed - If a municipality elects to not have a C.B.C. and wishes to continue collection of parkland under former <i>Planning Act</i> provisions, then similar reporting required as above. 		
7. Other Matters	<ul style="list-style-type: none"> - For a municipality that elects to not have a C.B.C., they may continue collection of parkland under former <i>Planning Act</i> provisions - In each calendar year, a municipality shall spend or allocate at least 60 per cent of the monies that are in the special account at the beginning of the year. - Transitional provisions are set out regarding the D.C. reserve funds and D.C. credits - It is proposed that a C.B.C. by-law would 	Transitional provisions for by-laws requiring parkland as a condition of development or redevelopment or subdivision	

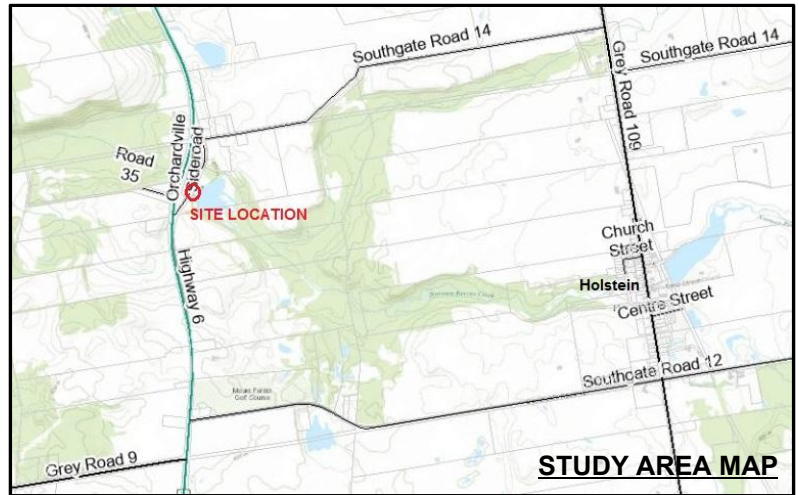


Item	Bill 108 and Ontario Regulation 019-0183	Bill 138	Ontario Regulation 019-1406
	not be available for use in areas within a municipality where a community planning permit system is in effect and specified community services are identified.		

NOTICE OF COMPLETION

The County of Grey is advancing project specific planning to address the deteriorated condition of Bridge No.900-272 (i.e. Orchardville Bridge) located immediately east of Highway 6 in Orchardville, where shown on the Study Area Map. The County has identified various deficiencies with the structure, including missing concrete sections and exposed reinforcing steel, in many areas. The project is being planned under Schedule 'B' of the Municipal Class Environmental Assessment (MCEA), as outlined in the MCEA Manual prepared by the Municipal Engineers Association (2015). Alternative solutions that were considered for the structure included the following:

1. Do Nothing;
2. Rehabilitate the Existing Structure;
3. Replace the Existing Structure; and
4. Remove the Existing Structure.



Based on the *Preferred Solution* accepted by County Council on March 12, 2020, the County intends to proceed with the removal of the Orchardville Bridge. Documentation of the development and review of the alternatives considered, including a summary of the planning and consultation process, a detailed evaluation and assessment of the alternatives and the rationale for the selection of bridge removal as the *Preferred Solution*, is provided in the Project File (Version 2: March 19, 2020), which is available on the County of Grey website and at the County Office for viewing purposes.

This Notice initiates the 30 calendar day review period. Interested persons should provide written comment within 30 days from the date of this Notice to the County of Grey and/or GM BluePlan Engineering.

Pat Hoy, P.Eng., Director of Transportation Services
County of Grey
595 – 5th Avenue East
Owen Sound, ON N4K 3E3
Tel: (519) 372-0219
pat.hoy@grey.ca
www.grey.ca

Mr. Brent Willis, P.Eng., Project Manager
GM BluePlan Engineering Limited
1260 - 2nd Avenue East, Unit 1
Owen Sound, ON N4K 2J3
Tel: (519) 376-1805
brent.willis@gmblueplan.ca
www.gmblueplan.ca

If concerns arise regarding this project, that cannot be resolved through discussions with the County, then members of the public, interested groups or technical agencies may request the Minister of the Ministry of the Environment, Conservation and Parks (MECP) to issue a 'Part II Order' for the project. Within the Part II Order request, the Minister may be requested to refer the matter to mediation, impose additional project conditions, and/or request an elevated scope of study (i.e. an individual environmental assessment). A Part II Order request requires the completion of a 'Part II Order Request' Form (Form ID No.012-2206E), which can be found on Service Ontario's website (<http://www.forms.ssb.gov.on.ca/>).

Requests may be received by the Minister at the address below within 30 calendar days of this Notice. A copy of the request must also be sent to the Director of the Environmental Assessment and Permissions Branch (MECP) and the County of Grey. If there is no request received by April 20th, 2020 the project will proceed to implementation.

Minister
Ministry of the Environment, Conservation and Parks
777 Bay Street, 5th Floor
Toronto, ON M7A 2J3
Minister.mecp@ontario.ca

Director, Environmental Assessment and Permissions Branch
Ministry of the Environment, Conservation and Parks
135 St. Clair Avenue West, 1st Floor
Toronto, ON M4V 1P5
enviropemissions@ontario.ca

This *Notice of Completion* is advertised in the Wellington Advertiser and is also posted on the County's website, where additional information is provided.

This Notice first issued on March 19th, 2020.



URGENT REQUEST

Could there possibly be a worse time for us to be seeking donations? Not likely!
But that's the reality of our situation and I'd like to explain why we need your help.

These are truly exceptional times in our Grey-Bruce Community. Who would have predicted that measures like self-isolation and social distancing would be put in place to prevent the spread of a virus that has travelled the entire globe? We don't know with certainty how long these extreme measures will remain in place for the safety of our local citizens. I hope that you and your loved ones are safe and in good health. I can assure you that at hospice, we are closely following all of the government Covid-19 guidelines for the safety of our residents, families, employees and visitors. After listening to the recent "Virtual Town Hall" kindly sponsored by Bruce Power, I am grateful that we have such a strong health care system here in Grey-Bruce. Public Health and our Hospitals together with front line health care professionals have made a quick and strong response.

This unprecedented time has created plenty of concerns for individuals and businesses who struggle to make ends meet and to pay their bills. Many of us are watching retirement investments diminish daily. Many not-for profit organizations like ours have also been impacted with the struggle to safely deliver essential services facing challenges like remote staffing and volunteers being asked to stay at home due to safety concerns. Although our government may provide various levels of assistance to some, it could take time for it to arrive.

Our greatest **IMMEDIATE** challenge due to the COVID-19 outbreak is the cancelling of our largest fundraising events of the year which could have a devastating impact on us and may even jeopardize our ability to sustain ongoing operations. **Casino Night at Legacy Ridge** and **Hike for Hospice 2020** have been shelved. Last year the **HIKE RAISED WELL OVER \$200,000.00** and this money is essential to ensure we can continue to operate!

I am sure you are aware that the province only partially funds our operations- just over 50% of our operating costs are funded through the generosity of local donors in our community. Through your support we have been able to serve many of the vulnerable persons at end of life in our community- in fact well over 750 people since we started just a few years ago. What makes us a bit different from other charities is that we are not able to access donations from a large provincial or national organization. Chapman House was built by our community for our community. We carefully manage our resources to ensure we meet our fundraising goal each and every year. We do not have any funds set aside that we can draw upon if we fall short. Our audited financial statements show that there is little margin for error.

Today, even though we receive funding for 8 licensed beds, **at any given point in time we have a waiting list of 20 or more people who have been referred by their physician for hospice palliative care.** Hospice frees up important hospital beds and the demand for our service continues to grow with our rapidly aging population. Plans are also in place to expand our service in Brockton to meet this growing need in the foreseeable future.

Chapman House is vitally important to our community and we need your help to assist with this financial challenge by asking for your support with this special **ONE TIME REQUEST**. If you are not able to help us at this time, we understand - it's a difficult time, but rest assured we would not be asking if we didn't need the help urgently!

Please donate either on-line by clicking on this link: [Donate to Chapman House](#) or by phone; call Amy at 519-370-7239 extension 105, or by mailing a cheque to: Chapman House, 1725 10th St. E. Owen Sound On N4K 0G5 attention: Amy. If you have any further questions, please call Amy at 519-370-7239 extension 105.

Thank you for your consideration

Alex Hector
Executive Director

SAUGEEN MOBILITY
and REGIONAL TRANSIT
Box 40 Walkerton, ON N0G 2V0
519-881-2504 1-866-981-2504

saugeenmobility.ca

GENERAL BOARD MEETING MINUTES

Friday, February 21, 2020, 1:00 p.m.

Board Members Present: Councillor Doug Bell, Municipality of Arran-Elderslie
Councillor Dean Leifso, Councillor, Municipality of Brockton
Mayor Scott Mackey, Township of Chatsworth
Councillor Warren Dickert, Town of Hanover
Councillor Ed McGugan, Township of Huron-Kinloss
Councillor Dave Cuyler, Municipality of Kincardine
Councillor Dave Myette, Saugeen Shores (attending for Mike Myatt until 2:40 p.m.)
Mayor John Woodbury, Township of Southgate
Councillor Beth Hamilton, Municipality of West Grey

Board Members Absent: Vice-Deputy Mayor Mike Myatt, Town of Saugeen Shores

Others Present: Roger Cook, Manager
Catherine McKay, Recording Secretary

Vice-President Warren Dickert called the meeting to order at 1:00 pm.

Disclosure of Pecuniary Interest or Declaration of Conflict of Interest

None declared.

1. Approval of the Agenda

Resolution #2020-014

Moved by Dean Leifso; Seconded by Dave Myette

That the agenda for February 21, 2020 be accepted as circulated.

Carried

2. Minutes of the January 14, 2020 General Board Meeting

Resolution #2020-015

Moved by Scott Mackey; Seconded by Beth Hamilton

That the Board approve and adopt the minutes of the January 14, 2020 General Board Meeting as circulated.

Carried

3. Business Arising from the Minutes

Electronic Meeting Attendance and Voting

- It was noted that video links and cell phones would both work and but some cell service providers are better than others. A Bluetooth device is available to connect a speaker and a cell phone. Since municipalities can appoint alternates to attend meetings, it shouldn't be necessary to spend money to connect absent members to Board meetings. It was explained that the issue is voting by email on issues between meetings.
- Prior to the meeting, the Vice-President had sent out information on the Town of Hanover's practice with respect to closed meetings to clarify the issue of when the Board should approve the minutes of closed meetings. About half the member municipalities approve closed minutes in an open session and half in a closed session. The Board agreed that it would approve closed meeting minutes at the next closed meeting, no matter the time elapsed between meetings, although the Board could call a special closed session if necessary.

4. Follow-up on Previous Reports and Recommendations

None.

5. Correspondence

Letter from the Municipality of West Grey

- Beth Hamilton reviewed the letter which was sent out to all member municipalities. Attached to the letter was a resolution passed by West Grey in support of exploring the amalgamation of transit services within Grey and Bruce Counties. This issue will also be on the Town of Hanover's Council agenda to raise awareness of the issue of moving the mobility transit service up to the county level. The Town of Hanover will circulate its resolution to the Manager and all municipalities in Grey and Bruce. Councils of other member municipalities intend to address the issue and Saugeen Shores noted the letter for filing.
- The Board discussed steps to raise the service to the County level, such as a specifically requesting to explore the issue with Grey County. John Woodbury and Scott Mackey will raise the issue with Grey County CAO Kim Wingrove and Transportation Manager Stephanie Stewart the next time they are at Grey County. The Manager has spoken to Ms. Wingrove who is aware of SMART's service.
- The Manager has been to Grey Highlands Council in the past and suggests that the Mayors Mackey and Woodbury initiate discussions with the Town of Meaford, Grey Highlands and Georgian Bluffs. It is not clear what the position of the Town of Blue Mountains is. He has spoken to Owen Sound about their service which is contracted out to First Student, although SMART could also provide a very good and cost-efficient service. The Manager will be making a presentation to Bruce County Council on April 2 and it is believed that interest there is strong.
- The question was presented of developing a proposal setting out the service level and estimated cost to provide service across Grey and Bruce Counties as a means of getting something on the table for a "yes" or "no" answer. If the service was operated and administered across two counties, municipalities would still pay indirectly, but the cost would be less with more municipalities involved.
- How a County service would fit in with Home and Community Support Services (HCSS) and how it would be reconciled with the Province are issues that need to be figured out. HCSS might want to get out of the specialized transportation business and has a six-month waiting list due to high demand, although it provides rides to people who do not qualify for SMART's service.
- All representatives at Bruce County Council are apparently not aware of the issues, so the April 2 presentation is important as an education piece in terms of who the service is provided to, how it is funded, and so on, as well as the creation of a separate mobility transit entity to be supported by the two Counties. The presentation should also focus on the point that SMART is willing to work with everybody to provide a service. It was unclear whether Bruce County's Director of Transportation should be included. It was agreed that the President of the Board should attend Bruce County Council with the Manager on April 2 and that a presentation to Grey County should then be organized.
- A question was asked about what would happen to financial reserves, employees, etc. if the service went to the County level. The response was that SMART is an entity unto itself, and could continue as is, with the only change being that it would be funded by the Counties. This would require rewriting the partnership agreement and the Counties would appoint members to the Board.
- It was suggested that the Board set up a committee or sub-committee to promote SMART to the Counties as the best solution for the handicapped portion of a county-wide transit system. A County system would provide broader service and it would be easier to work with two partners than nine. So the option of raising SMART to the County level means looking at expanding SMART's mandate rather than the Counties building new systems from scratch. There are eight municipalities in the two counties not serviced, three in Bruce and five in Grey. Owen Sound and Meaford each have their own specialized transit.
- Given that there are both political and administrative interests that need to be addressed, there should be a two-pronged approach that addresses each set of issues and works towards creating an amalgamated county service that others will want to get on board with. A liaison committee of Board members was suggested to lobby mayors. It was agreed that SMART Board members should speak to their respective Mayors to get their staffs looking at options and promoting SMART as a good service.

- Mike Myatt, Beth Hamilton and Warren Dickert will work with Roger Cook (by email if necessary) to create a presentation for the March Board meeting that will be used at Bruce County on April 2 and subsequently at Grey County Council.
- It was agreed that Mike Myatt, Warren Dickert and Roger Cook will draft a press release to be issued, noting the Board's decision as set out in the resolution below.

Resolution #2020-016

Moved by Dean Leifso; Seconded by Dave Myette

That the Board of SMART authorize the President and Vice-President to explore, with Bruce and Grey Counties, providing specialized mobility services across Grey and Bruce Counties.

Carried

6. Reports and Recommendations

2020-04 December 2019 Operational

The Manager presented the report noting that in 2019 there were three months with three pays (January, July and December), rather than the usual two which required a financial adjustment. The year ended with a deficit as usual. There was a shortfall in the gas tax reserve which is about \$100,000, but will be less due to the pay adjustment. Last year, it was \$140,000.

Resolution #2020-017

Moved by Doug Bell; Seconded by Dave Cuyler

That the December 2019 Operational Report RAC2020-04 be approved.

Carried

2020-05 2019 Annual Report

The Manager presented the report and discussion covered the following:

- The report will be amended to remove the provincial comparisons in the last five paragraphs on page 2.
- With respect to advertising, it was suggested that from a business point of view, it generates business and therefore revenue, and cancelling it is therefore questionable. SMART however, is a not-for-profit corporation. The Manager will cancel the Yellow Pages advertising given that people now have access to the internet and the 211 service, and member municipalities should have SMART contact information on their web sites. If the Board sends letters to the member municipalities outlining the work it has done so far and what it intends to do in the future, it could include a reminder to add this information.
- A strategy to lower SMART fees as a means to more gas tax revenue could be risky.
- It can be difficult to find the physical office of SMART because there is no sign on the building and perhaps one of the member municipalities might be willing to fund a sign.

Resolution #2020-018

Moved by Dean Leifso; Seconded by Beth Hamilton

That the 2019 Annual Report 2020-05 be approved as amended.

Carried

Health and Safety Policy

The Manager presented the Health and Safety Policy which was received for information. He explained that SMART has a Health and Safety Committee of one management and 2 employee representatives and is compliant as far as he knows with health and safety requirements. He agreed to verify the number of members required for a Health and Safety Committee.

2020-07 Staff Christmas Bonus

The Manager spoke to this issue, noting that SMART employees do not have the same level of compensation as municipal employees, and the Christmas Bonus in total costs about \$3,500. Also, SMART hosts a meal once a year for the staff. Discussion covered the following points:

- Historically, bonus money has not be included on employees' T4 slips which it should be. The auditor has flagged the issue every year, but advised that it is not significant.

- A different way of rewarding staff should be found that continues to recognize their contribution and is more consistent with the non-profit sector such as service awards with a monetary value, or an employee recognition program.
- Board members in favour of retaining the bonus pointed out that it is long standing and its elimination could be seen as a change to the terms of employment; many people would not find it so large as to be objectionable; it keeps the staff happy and its removal could have a negative impact; and it could be deferred to the next budget cycle, rather than being decided at the present time.
- Board members in favour of eliminating the bonus pointed out the optics, that SMART is a cost to municipalities whereas companies that give bonuses usually do so when they have a good year financially.

Resolution #2020-019

Moved by Beth Hamilton; Seconded by Dave Myette

That SMART eliminate the Christmas bonus for staff and that the Manager work with the Human Resources Committee to develop a range of recommendations for replacing the bonus.

Carried

Level of Service Committee Recommendations & Report 2020-08, Level of Service Review Comments – Revised

Beth Hamilton circulated a chart summarizing the proposed changes to hours of operation, client eligibility, and rates. Board comments and questions covered the following points:

- If Private Charters are at full cost recovery, why not add a percentage to make additional revenue.
- As for expanding the service to clients 80+ years, peer organizations do this, and the question was asked if there are any human rights issues in doing so. Usually people who are 80 years old or more have mobility issues and the service is meant for such people, along with those having intellectual challenges.
- In response to a question about why the service would be provided on Saturdays but not Sundays, it was pointed out that the adult day program in Hanover is on Saturday, and people want to go to special events, such as shopping, and when their other family members are available.
- In response to a question about the cost savings that would come from the proposed level of service and fee changes, the Manager reviewed Report 2020-08, Level of Service Review Comments – Revised, noting that it is very difficult to estimate the impact of service level and fee changes.
- Service above and beyond the basic mandate should be at full cost recovery which would result in a two-tier service. SMART is a charitable organization and should be raising money for special trips such as shopping, hockey games and so on.
- There are a number of factors, including what “full cost recovery” really means. Does it, for example, include amortization and the cost of paying a driver to wait for a client? If there is a reasonable opportunity for a driver to return home, he or she is expected to do so. Charging a waiting fee is discretionary and it was suggested that if a client wants SMART to wait three hours, he or she should have to pay for that. The Manager asked whether a client is to be charged a fee if their ride goes past 6 p.m. when service would end. It was agreed that a new User Fee Policy would cover such an issue but would not cover group excursions.
- There is some perception amongst member municipalities about the cost of SMART and that it is a “Cadillac” service. The proposed changes could assist in managing that perception.
- Feedback on the new level of service and fees would be useful and they could be re-looked at if necessary in 6 months or a year. SMART is a municipal service and there is no other similar service available 24/7, but its affordability needs to be examined. There should be exceptions medical treatments such as MRIs which go 24 hours a day, and sleep labs for which people need to arrive in the evening.
- Charter Rates could cover a university student coming home for the weekend, although that would not normally be covered by a municipal service. Charter Rates are normally for personal enjoyment trips such as going to a baseball game and it was suggested that if a person can afford baseball tickets, they should be able to afford transportation to get there.
- The Manager estimated that \$0.50 /km is more than full cost recovery including fuel and maintenance.

- The fee changes do not have to be implemented all at once, with, for example, the cost recovery amount being operational cost + 10% this year, and an additional percentage in future years.
- The Board could increase the hourly rate faster. Parallels were made to the milk quota system where overhead and depreciation are covered in the regular rates for production within the quota and a different rate is charged for production above quota. It was suggested that one rate might be feasible.
- “Administration” is 25% of operating costs and covers the office, rent, phones, insurance, wages, etc.
- The rates for 2022 will be revisited at a later time.

There was consensus amongst Board members on the following:

- To maintain the current fare structure for travel within member municipalities: \$2.00 plus mileage; \$7.50 minimum; short extra stops \$2.50 each; waiting fee may be charged.
- That Charter Rates would be (a) travel to destinations up to 15 km from SMART boundaries; (b) travel beyond 15 km to medical appointments; with “schools, programs, airports” to be deleted.
- There will not be a deadhead fee.
- Private Charter service will be offered any day, time, place, reason at full cost recovery.
- The fee changes as presented for July 2020 will be implemented.
- The proposed expansion to client eligibility by providing service for clients 80+ years of age will not be implemented.

Resolution #2020-020

Moved by Scott Mackey; Seconded by John Woodbury

That SMART adopt rate changes, based on Board consensus, as of July 2020.

Carried

The Manager is to bring a new User Fee Policy to the next Board meeting and work with the Level of Service Committee (by email if necessary) to define “private charter” which is essentially service outside of all other service parameters, and determine an amount that would represent full cost recovery for private charters.

The eleven recommendations under “Other Recommendations” will be added to the agenda for the next meeting.

Resolution #2020-021

Moved by Scott Mackey; Seconded by Ed McGugan

That the SMART Board direct the Manager to develop a new user fee policy.

Carried

2020-09 2020 Proposed Operational Budget

The Manager presented the report, noting in particular the delay in receipt of gas tax revenue and ICIP capital funding. The Board discussion covered the following points:

- Budgetary increases for the next five years should be known now so that the Board can make informed decisions. Questions should be asked about cost containment and whether SMART can justify all of its staff, given that 15% is typical for administration and SMART, at 25%, is above that, with administration being mainly staff costs, and staff increases not having been fully justified in the past.
- It is important to define what “administration” includes before making decisions about cutting it.
- If all revenue including capital and grants are taken into account, there would be a \$30,000 surplus to be put towards the deficit.
- The role of the Board was raised, noting that it has created a direction and needs to rely on its manager to run its transit operation. If the proposed budget is too high, the Board should say so and communicate its expectations to the manager.
- Some Board members want to see steps to reduce costs, as it is difficult to sell a contribution above a certain amount to municipal Council. The decisions made at this meeting are one part of a cost reduction approach, which has to be considered as a work in progress. It is obviously important to SMART to keep

its contributing municipalities within the organization although the budget represents a 13.6% increase in municipal funding.

- In response to a question about whether the maintenance budget is sufficient given the age of the fleet, the Manager pointed out that it is a variable cost and may not be enough.

Resolution #2020-022

Moved by Scott Mackey; Seconded by John Woodbury

That the SMART Board approve the total operational and capital budget as presented.

Carried

7. Other Business

Presentation for Bruce County Council

This item was discussed earlier under **Letter from the Municipality of West Grey**.

HR Committee Update

The Vice-President informed the Board that the HR Committee is working towards providing the manager with clear direction in terms of goals and objectives, and budget, and it is a work in progress.

8. Directors' Recommendations and Directives

There were none.

The manager requested clarification from the Board as to the eligibility for SMART service of people who live in long term care facilities outside of a funding municipality but own property and are taxpayers in a funding municipality. The issue arises from a specific situation which was brought to the attention of a Board member who raised it at Council. The following points were made in the discussion:

- The criterion for service is that a person be a "resident", but it is not clear what the means. It was suggested that the definition for income tax purposes be used and that it be consistently applied, as meaning resident in one of the nine municipalities.
- It was suggested that the person in the specific situation be "grandfathered" and noted that under the new service levels, the person could get a private charter for their ride. The Manager agreed to cover the issue in the new user fee policy.

9. Adjournment

Moved by Dean Leifso; Seconded by John Woodbury

That the Board of Directors of SMART adjourn at 4:20 p.m.

Recording Secretary Meeting Attendance

The Recording Secretary attended the following meetings:

- January 14, 2019
- February 21, 2020



Warren Dickert, Vice-President



Catherine McKay, Recording Secretary

From: [Eowyn Spencer](#)
To: [minister.mnrf@ontario.ca](#); [minister.mecp@ontario.ca](#); [Andrew Grozelle](#); [Ashley Carter](#); [Chloe Senior](#); [Denise Holmes](#); [Evelyn Eichenbaum](#); [Graham Milne \(Graham.Milne@halton.ca\)](#); [Heather Boyd](#); [Jane Wilson](#); [Janet Pilon](#); [Karren Wallace](#); [Kerri O'Kane](#); [Kris Fletcher](#); [Lindsey Green](#); [Lisa Campion](#); [Manny Baron](#); [Mark Potter](#); [Meaghan Reid](#); [Nina Lecic](#); [Office of the Clerk \(clerks@brantford.ca\)](#); [Patricia Berfelz](#); [Stephen.O'Brien@queph.ca](#); [Susan Stone \(sstone@eastgarafraxa.ca\)](#); ["KGavine@conservationontario.ca"](#)
Cc: [Karen Armstrong](#); [Sonja Radoja](#)
Subject: Notice of 2020 Budget & 2019 Audited Statements - GRCA
Date: April 6, 2020 4:57:57 PM

Greetings,

In accordance with resolution 20-35, as passed by the General Membership of the Grand River Conservation Authority on February 28, 2020, please be advised that the GRCA 2020 Budget and 2019 Audited Financial Statements are now available on GRCA's website. A link to the webpage and the full resolution have been provided below.

[Link to Budget & Audited Statements](#)

20-35

Moved By Daniel Lawrence

Seconded By John Challinor II

THAT the Financial Statements of Grand River Conservation Authority as at December 31, 2019 and the Report of the Auditors thereon be received, approved and placed on file;

AND THAT copies be made available to all member municipalities, Grand River Conservation Authority Members and the Ontario Ministers of Natural Resources and Forestry and the Environment, Conservation and Parks.

Carried

Should you have any questions or concerns, please contact Karen Armstrong, Deputy CAO/Secretary-Treasurer, or Sonja Radoja, Manager of Corporate Services.

Eowyn Spencer

Executive Assistant | Grand River Conservation Authority

400 Clyde Road, P.O. Box 729, Cambridge ON N1R 5W6
519-621-2763, ext. 2200
www.grandriver.ca

OFFICE OF THE MAYOR



CORPORATION OF THE
CITY OF SAULT STE. MARIE

March 13, 2020

The Honourable Doug Ford, Premier of Ontario
The Honourable Jeff Yurek, Minister of the Environment, Conservation and Parks
The Honourable John Yakabuski, Minister of Natural Resources and Forestry

Dear Premier Ford, Minister Yurek and Minister Yakabuski:

RE: Support for Conservation Authorities

You will find attached hereto a resolution passed by the Corporation of the City of Sault Ste. Marie City Council on March 9, 2020 regarding support for conservation authorities in Ontario.

We trust that this matter will receive the appropriate time and attention from your respective offices.

Yours truly,

Christian C. Provenzano, B.A., LL.B., LL.M

CC City Council
Association of Municipalities of Ontario
Conservation Ontario



CITY COUNCIL RESOLUTION

Agenda Number: 8.1
Title: Conservation Authorities
Date: Monday, March 9, 2020

Moved by: Councillor M. Bruni
Seconded by: Councillor R. Niro

Whereas the City of Sault Ste. Marie has been well served by the Sault Ste. Marie Region Conservation Authority; and

Whereas Sault Ste. Marie values the efforts of the Conservation Authority to monitor floods, to manage source water protection and to ensure the integrity of the watersheds within our municipality and conserve our natural environment; and

Whereas the Province of Ontario is currently reviewing the mandate and operations of Conservation Authorities; and

Whereas Conservation Authorities provide essential services to municipalities in their watersheds;

Now Therefore Be It Resolved that the Council of the City of Sault Ste. Marie encourages the Province to continue to support the principle of planning on a watershed basis in the ongoing review and prioritize the allocation of adequate funding to support the core mandate of conservation authorities while preventing any downloading of costs to municipalities;

Further that the Province of Ontario be requested to maintain and not diminish the core mandate of Conservation Authorities; and

That this resolution be forwarded to Premier Doug Ford, the Minister of the Environment, Conservation and Parks, the Minister of Natural Resources and Forestry, Conservation Ontario, the Association of Municipalities of Ontario and all Ontario municipalities.

Carried

Tied, Defeated

Defeated

**Officially Read and Not
Dealt With / Postponed**



GRAND VALLEY

The Corporation of the Town of Grand Valley

5 Main Street North
Grand Valley, ON L9W 5S6
Tel: (519) 928-5652
Fax: (519) 928-2275

www.townofgrandvalley.ca

March 11, 2020

Hon. Ernie Hardman
Minister of Agriculture, Food and Rural Affairs
77 Genville Street, 11th Floor
Toronto, ON M5S 1B3

BY EMAIL ONLY TO minister.omafra@ontario.ca

Dear Minister Hardeman,

Upon receipt of the attached correspondence from the Township of Wellington North, our neighbours to the west with whom we share commonalities as a rural, agricultural community, the Council for the Town of Grand Valley passed the following resolution:

2020-03-12

Moved by P Rentsch, Seconded by S Miles

Be it resolved that the Council for the Town of Grand Valley supports Bill 156,
And further that this resolution be circulated to all municipalities, MPPs and OMAFRA.

CARRIED

Thank you from the Town of Grand Valley, as well, for this important new legislation.

Sincerely,
The Town of Grand Valley


Jane M. Wilson
CAO/Clerk-Treasurer



519.848.3620
1.866.848.3620 FAX 519.848.3228

Plan to
Simply Explore.
www.simplyexplore.ca

February 10, 2020

Hon. Ernie Hardeman
Minister of Agriculture, Food & Rural Affairs
77 Grenville Street, 11th Floor
Toronto, Ontario M5S 1B3

Via Email: minister.omafra@ontario.ca

Dear Minister Hardeman,

Ontario farms have come under increasing threat from trespassers and activists who illegally enter property, barns and buildings, causing significant disruptions to the entire agri-food sector. These activists are trespassing under false pretenses to gain entry on to farm properties. They have seized private property and threatened the health and safety of Ontario farms, employees, livestock and crops. These individuals and organizations are causing health and safety concerns and undue stress to Ontario farmers, their families, and their businesses. Once peaceful protests have escalated to trespassing, invading, barn break-ins and harassment. These incidents distress farmers, their families and employees, and threaten the health of livestock and crops when activists breach biosecurity protocols, ultimately putting the entire food system at risk.

We strongly support the new proposed legislation, *Bill 156: Security from Trespass and Protecting Food Safety Act*. This new legislation is an important way to keep our farm and food supply safe for all Ontarians. Bill 156 provides a balanced approach to protecting farms while recognizing a citizen's right to protest. This new legislation will ensure farm businesses have a legal standing to protect their farm, family and employees, livestock, crops and ultimately the entire food system. *Bill 156: Security from Trespass and Protecting Food Safety Act* is good news for Ontario's agri-food industry.

Thank you for this important new legislation. Protection of our Ontario Agriculture should be the highest priority.

Sincerely,

Dan Yake
Acting Mayor

cc: Wellington Federation of Agriculture (via email)

March 16, 2020

The Right Honourable Justin Trudeau
By email only: pm@pm.gc.ca

Dear Prime Minister:

Re: Grey County Council Resolution Supporting 100% Canadian Wines Excise Exemption

At the March 12, 2020 session of Grey County Committee of the Whole, resolution CW60-20 was passed by Grey County Council as follows:

Whereas, Canada's federal excise tax currently exempts 100% Canadian wines; and

Whereas, Australia has asked the World Trade Organization (WTO) to rule that this exemption is discriminatory; and

Whereas, if the WTO were to rule with Australia, Canadian wineries making 100% Canadian wine would no longer be exempt; and

Whereas, the present value of the excise exemption is \$39 million annually across Canada; and

Whereas, in the 13 years since this exemption was created, the production of 100% Canadian wine has increased by almost 30 million litres, representing an additional annual contribution of \$2.7 billion to the Canadian economy; and

Whereas, Grey County, specifically the municipalities of Meaford and Town of Blue Mountains, is home to a number of successful, award winning, boutique wineries;

Now Therefore, Be It Resolved That, the County of Grey supports the excise exemption for 100% Canadian wines; and

That, the County of Grey appeals to the Federal government to ensure the exemption remains in place by reaching an agreement

with Australia prior to the WTO ruling; and

That, this motion be forwarded to: The Right Honourable Justin Trudeau, Prime Minister of Canada; The Honourable Andrew Scheer, Leader of the Official Opposition; Yves-François Blanchet, Leader of the Bloc Québécois; Jagmeet Singh, Leader of the New Democratic Party of Canada; Jo-Ann Roberts, Interim Leader of the Green Party of Canada; The Honourable Mary Ng, Minister of Small Business, Export Promotion, and International Trade; Alex Ruff, Member of Parliament for Bruce-Grey-Owen Sound; AMO Member Municipalities; FCM Member Municipalities; Vintner's Quality Alliance; Ontario Craft Wineries; Ontario Craft Cider Association; and

That this resolution be forwarded prior to County Council approval as per Section 25.6 of Procedural By-law 5003-18.

Yours truly,



Heather Morrison

Clerk

(519) 372-0219 x 1227

heather.morrison@grey.ca

www.grey.ca

/kn

cc.

The Honourable Andrew Scheer, Leader of the Official Opposition: Andrew.scheer@parl.gc.ca

Yves-François Blanchet, Leader of the Bloc Québécois: yves-francois.blachet@parl.gc.ca

Jagmeet Singh, Leader of the New Democratic Party of Canada: jagmeet.singh@parl.gc.ca

Jo-Ann Roberts, Interim Leader of the Green Party of Canada: leader@greenparty.ca

The Honourable Mary Ng, Minister of Small Business, Export Promotion, and International Trade: mary.ng@parl.gc.ca

Alex Ruff, Member of Parliament for Bruce-Grey-Owen Sound: alex.ruff@parl.gc.ca

AMO Member Municipalities

FCM Member Municipalities

Vintner's Quality Alliance: info@canadianvintners.com

Ontario Craft Wineries: info@winecouncilofontario.ca; info@ontariocraftwineries.ca

Ontario Craft Cider Association: info@ontariocraftcider.com



**Town of Grimsby
Administration**

Office of the Town Clerk

160 Livingston Avenue, P.O. Box 159, Grimsby, ON L3M 4G3

Phone: 905-945-9634 Ext. 2015 | **Fax:** 905-945-5010

Email: skim@grimsby.ca

SENT VIA EMAIL

RE: Suspend Time-of-Use Electricity Billing

Please be advised that at the Special Council Meeting of March 18th, 2020, The Council of the Town of Grimsby passed the following resolution:

Moved by Councillor Sharpe; Seconded by Councillor Dunstall;

Resolve that during the circumstances of the COVID-19 outbreak, that the Council of the Town of Grimsby supports the Premier's recommendation to suspend time-of-use electricity billing; and,

That the Council of the Town of Grimsby request that the Ontario Energy Board suspend time-of-use electricity billing to support lower electricity bills for residents who may be isolating at home during the day, and to support businesses who continue to operate, via lower power rates during the day-time peak period; and,

That this time-of-use billing suspension take effect immediately until such time that the COVID-19 outbreak has been contained; and,

That this resolution be forwarded to:

- Premier Doug Ford
- MPP Sam Oosterhoff
- Ontario Energy Board OEB
- Ontario Municipalities
- Grimsby Energy Inc.

If you have any questions with regard to the foregoing, please do not hesitate to contact me.

Yours truly,

Sarah Kim
Town Clerk

March 24, 2020

The Corporation of the Town of Bracebridge
1000 Taylor Court
Bracebridge ON P1L 1R6

Re: Support for Ban of Single-Use Disposable Wipes

Please be advised the Council of the Municipality of Chatham-Kent at its regular meeting held on March 23, 2020 considered the aforementioned topic and subsequent to discussion, the following was resolved:

Moved by Councillor Latimer, Seconded by Councillor Finn

That Council send a letter of support with respect to the Town of Bracebridge's Council resolution to support the ban of single-use disposable wipes.

If you have any questions or comments, please contact Judy Smith at 519-360-1998 Ext # 3200.

Sincerely,



Judy Smith, CMO
Director Municipal Governance
Clerk /Freedom of Information Coordinator

C

Right Honourable Prime Minister of Canada;
Honourable Premier of Ontario;
Minister of the Environment, Conservation and Parks;
Minister of Municipal Affairs and Housing;
Association of Municipalities of Ontario (AMO);
Local Members of Provincial Parliament;
All Municipalities in Ontario.

March 24, 2020

Municipality of West Nipissing
101-225, rue Holditch Street
Sturgeon Falls, ON P2B 1T1

Re: Support for Legislative Changes in Bill 132

Please be advised the Council of the Municipality of Chatham-Kent at its regular meeting held on March 23, 2020 considered the aforementioned topic and subsequent to discussion, the following was resolved:

Moved by Councillor Latimer, Seconded by Councillor Finn

That Council send a letter of support respect to the Municipality of West Nipissing's Council resolution to support AMO's position on the Legislative Changes in Bill 132 with respect to the *Aggregate Resources Act* and the *Safe Drinking Water Act*.

If you have any questions or comments, please contact Judy Smith at 519-360-1998 Ext # 3200.

Sincerely,



Judy Smith, CMO
Director Municipal Governance
Clerk /Freedom of Information Coordinator

April 2, 2020

RE: Support for Ministers to allow for Electronic Delegations

Please be advised that the Council of the Municipality of Grey Highlands, at its meeting held March 4, 2020, passed the following resolution:

2020-192

Moved by Dane Nielsen, Seconded by Cathy Little

That Council receive the resolution from the Township of Puslinch related to support of Electronic Delegations; and

That Grey Highlands sends a letter of support in principle with respect to the Township of Greater Madawaska's Council resolution calling for electronic delegations for small and rural municipalities as this Provincial Government has requested municipalities be respectful of taxpayers' money, and that the technology has improved to a state where this can and should be done; and

**That this letter be circulated to all Ministers of the Provincial and Federal government and all Ontario Municipalities.
CARRIED.**

As per the above resolution, please accept a copy of this correspondence for your information and consideration.

Sincerely,



Jerri-Lynn Levitt
Deputy Clerk
Council and Legislative Services
Municipality of Grey Highlands



2021 Division Road North
Kingsville, Ontario N9Y 2Y9
Phone: (519) 733-2305
www.kingsville.ca
kingsvilleworks@kingsville.ca

SENT VIA EMAIL

April 2, 2020

The Honourable Greg Rickford
Minister of Energy, Northern Development and Mines
10th Floor
77 Grenville St.
Toronto, ON M7A 1B3

Dear Minister Rickford:

RE: KINGSVILLE COUNCIL REQUEST FOR ELECTRICITY BILLING RELIEF DURING COVID-19

At its Regular Meeting held on March 23, 2020 Council of the Town of Kingsville passed the following Resolution:

"Res. 256-2020 That Council support sending a letter to the Minister of Energy, Greg Rickford to provide hydro billing relief during the quarantine period as a result of the COVID-19 pandemic. And that this letter be sent to the Ontario Energy Board, the Premier, our local Member of Parliament T. Natyshak, and all Ontario Municipalities."

CARRIED

The billing relief requested is in addition to the government's recent suspension of time-of-use rates. Thank you for your consideration of Council's request at the earliest possible time.

The Town would like to acknowledge and thank the Province for their work that effectively provided for the hydro rate relief on March 24, 2020 that our municipality and many others were seeking during these challenging times.

Yours very truly,

A handwritten signature in blue ink that reads "Sandra Kitchen".

Sandra Kitchen
Deputy Clerk/Council Services
Corporate Services Department

cc: The Hon. Doug Ford, Premier of Ontario
cc: Ontario Energy Board
cc: Taras Natyshak, MPP
cc: All Ontario Municipalities

premier@ontario.ca
ConsumerRelations@oeb.ca
tnatyshak-q@ndp.on.ca



March 23, 2020

By Fax to: 613.941.6900 & Twitter @CanadianPM, @JustinTrudeau

The Right Honourable Justin Trudeau
Prime Minister of Canada
Langevin Block,
Ottawa, Ontario, K1A 0A2

Dear Prime Minister:

Re: Direct Payment of Federal Funds to Municipalities to Waive Property Taxes for the Year 2020 - Financial help to alleviate the suffering from COVID-19 Pandemic

It is trite to repeat the human and financial toll of the COVID-19 Pandemic. Similarly, the commitment of the federal, provincial and municipal governments toward alleviating the suffering of Canadians does not require repeating.

We, at the Town of Midland, in the Province of Ontario, are proposing what we believe to be a simple but effective solution to facilitate the delivery of our common and shared commitment to the financial and psychological well-being of all Canadians.

Proposal:

1. Residential Properties (primary residence only)

- a. Waive 100% of the 2020 property taxes for all residential properties currently assessed at or below \$ 500,000.00 by each governing provincial property assessment body; and
- b. Waive 50% of the 2020 property taxes for all residential properties currently assessed below \$ 1,000,000.00; and
- c. Waive 25% of the 2020 property taxes for all residential properties currently assessed above \$1,000,000.00.

2. Industrial, Commercial and Farm Properties

- a. Waive 100% of the 2020 property taxes for all; industrial, commercial and farm properties currently assessed at under \$ 10,000,000.00; and
- b. Waive 50% of the property taxes for the year 2020 for all industrial, commercial and farm properties currently assessed between \$10,000,000.00 and \$ 50,000,000.00; and
- c. Waive 25% of the property taxes for the year 2020 for all industrial, commercial and farm properties assessed above \$50,000,000.00.

3. Federal Transfer Payment to Canadian Municipalities

- a. In lieu of the annual municipal property taxes, the Federal Government transfers funds to municipalities across Canada, as a one-time grant.

Advantages of the Proposal:

1. Quick and timely relief;
2. Direct relief to all Canadian homeowners and the business community;
3. Directly protects Canadians who although may be solvent, are unable to easily meet the financial pressures beyond their personal capacity due to COVID-19;
4. No additional resources required to assess individual need and delivery of the relief;
5. Negligible overhead costs for the disbursement of the relief. In fact, it may cut-down on some of the work for municipal staff; and
6. The financial stimulus received from the federal government will come into circulation immediately and will stay in the community.

There are a multitude of other direct and indirect financial and non-financial benefits that will result from the implementation of this proposal. The biggest non-financial impact is that Canadians will see an immediate financial relief respecting the pressures to make their property tax payments and be better positioned to address other essential needs. In turn, removing this added stress will provide some relief to the already strained financial and health systems.

As you are aware, Canadians are entering this time of crisis with a very high amount of house-hold debt and a great deal of financial fragility. Taking this simple step should alleviate some of those pressures. At the same time, it will keep your municipal governments, and school boards primed for continued productivity and forward momentum to address the fallout from COVID-19.

Thanking you in anticipation of a favourable response.

Sincerely,

The Corporation of the Town of Midland



Stewart Strathearn,
Mayor
ssrathearn@midland.ca



Amanpreet Singh Sidhu,
Chief Administrative Officer
asidhu@midland.ca

c: Town of Midland Council
Association of Municipalities of Ontario
Province of Ontario

The Corporation of the Township of Southgate
By-law Number 2020-043
being a by-law to confirm the proceedings of the
Council of the Corporation of the Township of Southgate
at its regular meeting held on April 15, 2020

Authority: Municipal Act, 2001, S.O. 2001, c.25, as amended, Sections 5 (3) and 130.

Whereas, the Municipal Act, 2001, S.O. 2001, c.25, as amended, Section 5 (3), provides that the jurisdiction of every Council is confined to the municipality that it represents, and its powers shall be exercised by by-law;

And whereas, the Municipal Act, 2001, S.O. 2001, c.25, as amended, Section 130 provides that every Council may pass such by-laws and make such regulations for the health, safety and well-being of the inhabitants of the municipality in matters not specifically provided for by this Act and for governing the conduct of its members as may be deemed expedient and are not contrary to law;

Now therefore, the Council of the Corporation of the Township of Southgate hereby enacts as follows:

1. **That** the action of the Council at its regular meeting held on April 15, 2020 in respect to each report, motion, resolution or other action passed and taken by the Council at its meeting, is hereby adopted, ratified and confirmed, as if each resolution or other action was adopted, ratified and confirmed by separate by-law.

2. **That** the Mayor and the proper officers of the Township 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** this by-law, to the extent to which it provides authority for or constitutes the exercise by the Council of its power to proceed with, or to provide any money for, any undertaking work, project, scheme, act, matter or thing referred to in subsection 65 (1) of the Local Planning Appeal Tribunal Act, 2017, S.O. 2017 Chapter 23, shall not take effect until the approval of the Local Planning Appeals Tribunal with respect thereto, required under such subsection, has been obtained.

4. **That** any acquisition or purchase of land or of an interest in land pursuant to this by-law or pursuant to an option or agreement authorized by this by-law, is conditional on compliance with Environmental Assessment Act, R.S.O. 1990, Chapter E.18.

Read a first, second and third time and finally passed this 15th day of April, 2020.

John Woodbury - Mayor

Lindsey Green – Acting Clerk