



Township of Southgate Council Meeting Agenda

May 6, 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. Adoption of Minutes

8 - 22

Be it resolved that Council approve the minutes from the April 15, 2020 Council and Closed Session meetings as presented.

6. Reports of Municipal Officers

6.1 Acting Clerk Lindsey Green

- 6.1.1 CL2020-014- Southgate Police Service Board and Library Board electronic meetings during current Declared Emergency 23 - 28

Be it resolved that Council receive Staff Report CL2020-014 for information; and

That Council support the Southgate Police Service Board and the Library Board continuing to hold electronic meetings during the current declared emergency.

6.2 Public Works Manager Jim Ellis

- 6.2.1 PW2020-026 Blue Box Transition Update 29 - 44

Be it resolved that Council receive Staff Report PW2020-026 for information; and

That Council approve posting the Waste Resources & Diversion Management Questionnaire on the *ShapeSouthgate* site for public comment and feedback.

- 6.2.2 PW2020-027 Dundalk Water and Sewage Treatment 2020 Reserve Capacity 45 - 52

Be it resolved that Council receive Staff Report PW2020-027 for information; and

That Council approve the recommendations for the endorsement of the report for the Dundalk Water and Sewage Treatment Reserve Capacity as prepared by Triton Engineering Services Ltd; and

That Council approves these reports to be forwarded to the Ministry of Environment, Conservation and Parks (MECP) District Office in Owen Sound and the Grey County Planning Department for their review and comment on the Dundalk Water and Sewage Treatment Reserve Capacity calculations

6.3 Chief Administrative Officer Dave Milliner

6.3.1 CAO2020-033 Petawawa Renewable Natural Gas Project Option to Purchase Agreement Notice 53 - 79

Be it resolved that Council receive Staff Report CAO2020-033 as information; and

That Council accept the letter dated April 22, 2020 from Petawawa Biofuel LP providing notice to the Township of Southgate of their intentions to exercise their Option to Purchase Agreement; and

That Council proceed to execute the Petawawa Biofuel LP's Purchase and Sale Agreement and accept the deposit with a closing of not later than June 21, 2021 in light of the delays in the project related to the present COVID-19 and the economic conditions slowing down the project timelines; and

That Council consider approving this Purchase and Sale Agreement of lands in the Eco Park to Petawawa Biofuel LP by Municipal By-law 2020-045 at the May 6, 2020 Council meeting.

6.3.2 By-law 2020-045 Purchase and Sale Agreement - Petawawa Biofuel LP 80 - 110

Be it resolved that by-law number 2020-045 being a by-law to authorize a purchase and sale agreement between Petawawa Biofuel LP 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.

6.3.3 CAO2020-034 Fairtax Funding Service Report 111 - 129

Be it resolved that Council receive staff report CAO2020-034 as information; and

That Council consider this information and provide direction to staff on how to proceed with Fairtax Grants & Incentives Inc. and their service to provide grant funding application submissions for Government Funding.

6.4 Planner Clinton Stredwick

6.4.1 PL2020-010-Bill 189 and New Planning Regulations 130 - 136

Be it resolved that Council receive Staff Report PL2020-010 for information; and

That council consider continuing to process applications and begin holding public meetings in a virtual format while the state of emergency lasts.

6.4.2 PL2020-011 Request to Purchase Road Allowance 137 - 141

Be it resolved that Council receive Staff Report PL2020-011 for information; and

That Council consider declaring the road allowance surplus.

6.4.3 PL2020-012-Draft Commercial and Industrial Lands.

****Report will be included with the Addendum Agenda on Monday May 4, 2020****

7. By-laws and Motions

7.1 By-law 2020-039 - Assume Harris Crescent 142

Be it resolved that by-law number 2020-039 being a by-law to establish a highway in the former Township of Egremont (Harris Crescent) 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. Consent Items

8.1 Regular Business (for information)

Be it resolved that Council approve the items on the Regular Business consent agenda dated May 6, 2020 (save and except items _____) and direct staff to proceed with all necessary administrative actions.

8.1.1 FIRE2020-007 1st Quarter Update 143 - 144

8.1.2 CL2020-015 - Amendments to the Police Services Act regarding Community Safety and Well-Being Plans 145 - 146

8.1.3	CAO2020-035 - Southgate CAO Update April 2020	147 - 151
8.1.4	2020-04-16 Librarian CEO Report	152
8.1.5	2020-02-02 Library Board Minutes	153 - 156
8.1.6	PW2020-028 Department Report	157 - 158
8.1.7	FIN2020-008 2020 Financial Report - Q1	

Report will be included with the Addendum Agenda on Monday May 4, 2020

8.2 Correspondence (for information)

Be it resolved that Council approve the items on the Correspondence consent agenda dated May 6, 2020 (save and except items _____) and direct staff to proceed with all necessary administrative actions.

8.2.1	Modernizing the Ministry of Natural Resources and Forestry Aggregate - received April 1, 2020	159 - 164
8.2.2	SVCA Correspondence re Significant Wetlands Designation - received April 13, 2020	165 - 169
8.2.3	2020 Annual Repayment Limit for Southgate - received April 14, 2020	170 - 171
8.2.4	Minister's Letter to Head of Council - Labour Deployment - received April 16, 2020	172 - 174
8.2.5	SVCA Environmental Planning and Regulations Information - received April 17, 2020	175 - 230
8.2.6	Letter from Minister Mulroney MTO to County of Grey - received April 19, 2020	231 - 233
8.2.7	April 20 2020 Letter to Province on O Reg 019-1406 - received April 20, 2020	234 - 241
8.2.8	COVID-19 SVCA Update April 20, 2020 - received April 20, 2020	242 - 243
8.2.9	GRCA General Meeting Summary from April 24, 2020 - received April 24, 2020	244

8.2.10	Stewardship Ontario MHSW Wind-up of Single-use Dry Cell Batteries - received April 28, 2020	245
8.2.11	Community Connection - We are Here to Help GB - received April 29, 2020	246 - 248
8.3	Resolutions of Other Municipalities (for information)	
	Be it resolved that Council approve the items on the Resolutions of Other Municipalities consent agenda dated May 6, 2020 (save and except items _____) and direct staff to proceed with all necessary administrative actions.	
8.3.1	Corporation of the Township of South Perth - Provincially Significant Wetlands Designation - received April 16, 2020	249 - 255
8.3.2	Township of North Stormont - Provincially Significant Wetlands Designation - received April 16, 2020	256 - 261
8.3.3	Township of North Dumfries Support for Suspend Time of Use Electricity Billing - received April 17, 2020	262 - 263
8.3.4	Township of North Dumfries Support for Tourism Orientated Destination Signage Fee Increases - received April 17, 2020	264 - 265
8.3.5	Municipality of Kincardine Resolution regarding SMART - received April 17, 2020	266 - 267
8.3.6	Mapleton Township Resolution regarding Farm Tax with Wellington County Committee Report - received April 21, 2020	268 - 278
8.3.7	Town of Gravenhurst - Province of Ontario add Community Gardens etc as essential services during COVID19 - received April 22, 2020	279
8.3.8	The District Municipality of Muskoka - Motion 61 2020 - received April 22, 2020	280
8.3.9	Township of Armour Resolution Rural Internet - received April 29, 2020	281 - 283
8.4	Closed Session (for information)	
	None	

9. County Report

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

10. Members Privilege - Good News & Celebrations

11. Closed Meeting

None

12. Confirming By-law

284

Be it resolved that by-law number 2020-044 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 May 6, 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.

13. Adjournment

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



Township of Southgate Minutes of Council Meeting

April 15, 2020

9:00 AM

Electronic Participation

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

Members Absent: Deputy Mayor Brian Milne

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
Derek Malynyk, Acting Fire Chief

1. Call to Order

Mayor Woodbury called the meeting to order at 9:00 AM.

2. Confirmation of Agenda

No. 2020-161

Moved By Councillor Sherson

Seconded By Councillor Dobreen

Be it resolved that Council confirm the agenda as amended.

Carried

3. Declaration of Pecuniary Interest

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

4. Delegations

4.1 Robert Harris Delegation - Entrance Permit on Southgate SRD 41

Moved By Councillor Frew

Seconded By Councillor Shipston

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

Councillor Dobreen moved the following amendment to the main motion.

Amendment:

Moved By Councillor Dobreen

Seconded By Councillor Shipston

Be it resolved that Council amend the motion to add a second clause that states: "**That** Council refer the delegation to the Planner to bring back a report with further information."

With the consent of the seconder, the amendment was withdrawn.

No. 2020-162

Moved By Councillor Frew

Seconded By Councillor Shipston

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

Carried

4.2 Holstein Cemetery Board Delegation - Policy No. 3 - Brian Stevenson and John Flanagan

No. 2020-163

Moved By Councillor Rice

Seconded By Councillor Sherson

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

Carried

5. Adoption of Minutes

No. 2020-164

Moved By Councillor Shipston

Seconded By Councillor Dobreen

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

Carried

6. Reports of Municipal Officers

6.1 Facilities Manager Kevin Green

6.1.1 REC2020-003 Southgate Rural Lawn Maintenance Contract Award

No. 2020-165

Moved By Councillor Rice

Seconded By Councillor Sherson

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.

Carried

6.2 Acting Clerk Lindsey Green

6.2.1 CL2020-011 - Accessibility Multi Year Plan and 2019 Progress Report

No. 2020-166

Moved By Councillor Dobreen

Seconded By Councillor Rice

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.

Carried

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

No. 2020-167

Moved By Councillor Frew

Seconded By Councillor Shipston

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.

Carried

6.3 Public Works Manager Jim Ellis

6.3.1 PW2020-024 - Hot Mix Paving Tender Award

No. 2020-168

Moved By Councillor Dobreen

Seconded By Councillor Shipston

Be it resolved that Council receive Staff Report PW2020-024 for information; and

That That Council approves awarding the 2020 Hot Mix Paving Tender to The Murray Group Limited in the total amount of \$602,300.00 plus HST.

Carried

6.3.2 PW2020-025 2020 Dundalk Water & Wastewater Rates Study Request for Proposals Award

No. 2020-169

Moved By Councillor Rice

Seconded By Councillor Frew

Be it resolved that Council receive Staff Report PW2020-025 for information; and

That Council approves the 2020 Dundalk Water & Wastewater Rates Study Request for Proposals award to Sharratt Water Management Ltd. in the amount of \$14,140.00 plus HST.

Carried

6.4 Chief Administrative Officer Dave Milliner

6.4.1 CAO2020-030 Wellington North-Southgate Recreation Agreement Approval

No. 2020-170

Moved By Councillor Dobreen

Seconded By Councillor Shipston

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.

Carried

6.4.2 By-law 2020-022 - Wellington North Recreation Agreement Approval

Mayor Woodbury requested a recorded vote on the main motion.

No. 2020-171

Moved By Councillor Sherson

Seconded By Councillor Rice

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.

Yay (6): Mayor Woodbury, Councillor Dobreen, Councillor Sherson, Councillor Rice, Councillor Frew, and Councillor Shipston

Absent (1): Deputy Mayor Milne

Carried (6 to 0)

6.4.3 CAO2020-031 Southgate RED Funding Agreement Approval Report

No. 2020-172

Moved By Councillor Sherson

Seconded By Councillor Frew

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.

Carried

6.4.4 By-law 2020-030 - RED Funding Agreement

Mayor Woodbury requested a recorded vote on the main motion.

No. 2020-173

Moved By Councillor Dobreen

Seconded By Councillor Frew

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.

Yay (6): Mayor Woodbury, Councillor Dobreen, Councillor Sherson, Councillor Rice, Councillor Frew, and Councillor Shipston

Absent (1): Deputy Mayor Milne

Carried (6 to 0)

6.4.5 CAO2020-032 Flato Gift Agreement with SEGCHC Southgate for Dundalk Medical Centre Project

No. 2020-174

Moved By Councillor Rice

Seconded By Councillor Dobreen

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.

Carried

6.4.6 By-law 2020-029 - Flato Developments Gift Agreement

Mayor Woodbury requested a recorded vote on the main motion.

No. 2020-175

Moved By Councillor Shipston

Seconded By Councillor Sherson

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.

Yay (6): Mayor Woodbury, Councillor Dobreen, Councillor Sherson, Councillor Rice, Councillor Frew, and Councillor Shipston
Absent (1): Deputy Mayor Milne

Carried (6 to 0)

6.5 Treasurer William Gott

6.5.1 FIN2020-007 Financial Impact of COVID-19

Councillor Sherson left the meeting at 10:03 AM and returned at 10:04 AM.

Mayor Woodbury requested a recorded vote on the main motion.

No. 2020-176

Moved By Councillor Dobreen

Seconded By Councillor Frew

Be it resolved that Council receive Staff Report FIN2020-007 Financial Impact of COVID-19 as information; and

That Council direct staff bring forth a by-law to amend Section 4 of By-law 2020-002 to extend the penalty free period to July 1, 2020; and

That Council direct staff to not assess penalties or interest on water/wastewater and other outstanding municipal invoices until July 1, 2020; and

That Council reassess relief measures after July 1, 2020 once the impact of this decision on cash flow is known.

Yay (4): Mayor Woodbury, Councillor Dobreen, Councillor Frew, and Councillor Shipston

Nay (2): Councillor Sherson, and Councillor Rice

Absent (1): Deputy Mayor Milne

Carried (4 to 2)

7. By-laws

None.

8. Consent Agenda

8.1 Regular Business (for information)

No. 2020-177

Moved By Councillor Frew

Seconded By Councillor Dobreen

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

Carried

8.1.1 PW2020-023 Department Report

8.1.2 CAO2020-029 Southgate CAO Update March-April 2020

8.1.3 March 2020 Cheque Registers

8.1.4 March 2020 Building, By-law Enforcement and Canine Control Reports

8.2 Correspondence (for information)

No. 2020-178

Moved By Councillor Sherson

Seconded By Councillor Rice

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

Carried

8.2.1 Bill 108 Letter to Clients - DC CBC changes as of March 18 2020 - received March 18, 2020

8.2.2 County of Grey - Orchardville Bridge Environmental Assessment Notice of Completion - received March 19, 2020

8.2.3 Urgent Request from Hospice During COVID-19 Outbreak - received March 31, 2020

8.2.4 2020-02-21 SMART Board Minutes - received April 3, 2020

8.2.5 GRCA Correspondence re 2020 Budget and 2019 Audited Statements - received April 6, 2020

**8.2.6 MMAH Correspondence re Potential Legislation -
received April 9, 2020**

8.3 Resolutions of Other Municipalities (for information)

No. 2020-179

Moved By Councillor Shipston

Seconded By Councillor Rice

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

Carried

**8.3.1 Corporation of the City of Sault Ste. Marie regarding
Support for Conservation Authorities - received
March 13, 2020**

**8.3.2 Grand Valley Letter of Support of Wellington North's
resolution regarding Bill 156 - received March 13,
2020**

**8.3.3 Grey County Resolution Supporting 100% Canadian
Wines Excise Exemption - March 16, 2020**

**8.3.4 Town of Grimsby - Suspend Time-of-Use Electricity
Billing Resolution - received March 25, 2020**

**8.3.5 Municipality of Chatham-Kent Support Ban of Single
Use Disposable Wipes - received March 30, 2020**

**8.3.6 Municipality of Chatham-Kent support Legislative
Changes in Bill 132 -received March 30, 2020**

**8.3.7 Grey Highlands Support for Electronic Meetings -
received April 2, 2020**

**8.3.8 Kingsville Request Ministry of Energy RE Providing
Electricity Relief During COVID-19 - received April 2,
2020**

8.3.9 Town of Midland - Letter to the PM re Financial Aid Plan - received April 6, 2020

8.4 Closed Session (for information)

None.

9. County Report

Mayor Woodbury noted that the County is on the same page as other municipalities, trying to work through COVID-19 and all the changing information and issues that come with it. He also added that the lands for the new Rockwood Terrace Long Term Care home in Durham have been approved by Council so that is in motion.

10. Members Privilege - Good News & Celebrations

Mayor Woodbury announced that SMART Transit received notification that the ICIP grant they applied for had been approved. This will provide payment for vehicles for their program over the next three years.

11. Closed Meeting

None.

No. 2020-180

Moved By Councillor Rice

Seconded By Councillor Sherson

Be it resolved that Council proceed into Closed Session at 10:16 AM 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.

Carried

Council recessed at 10:17 AM and returned at 10:23 AM.

Public Works Manager Jim Ellis left the Closed Meeting at 10:32 AM and did not return.

HR Coordinator Kayla Best and Acting Fire Chief Derek Malynyk left the Closed Meeting at 10:37 AM and did not return.

No. 2020-181

Moved By Councillor Rice

Seconded By Councillor Sherson

Be it resolved that Council come out of Closed Session at 10:46 AM.

Carried

Council recessed at 10:47 AM and returned at 10:49 AM.

**11.1 Personal Matters about an Identifiable Individual
(Subject: Ministry of Labour anonymous complaints)**

No. 2020-182

Moved By Councillor Shipston

Seconded By Councillor Dobreen

Be it resolved that Council receive the verbal report in regard to Ministry of Labour anonymous complaints as information; and
That Council direct staff to proceed as discussed in Closed Session.

Carried

11.2 Employee Negotiations (Subject: Fire Department Stipend Compensation)

No. 2020-183

Moved By Councillor Shipston

Seconded By Councillor Dobreen

Be it resolved that Council receive the verbal report in regard to the Fire Department stipend compensation as information; and
That Council direct staff to proceed as discussed in Closed Session.

Carried

11.3 Litigation or Potential Litigation (Subject: Information requested by the Township's Lawyer)

No. 2020-184

Moved By Councillor Rice

Seconded By Councillor Shipston

Be it resolved that Council receive the verbal report in regard to the information requested by the Township's Lawyer as information; and

That Council direct staff to proceed as discussed in Closed Session.

Carried

12. Confirming By-law

Mayor Woodbury requested a recorded vote on the main motion.

No. 2020-185

Moved By Councillor Dobreen

Seconded By Councillor Sherson

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.

Yay (6): Mayor Woodbury, Councillor Dobreen, Councillor Sherson, Councillor Rice, Councillor Frew, and Councillor Shipston

Absent (1): Deputy Mayor Milne

Carried (6 to 0)

13. Adjournment

No. 2020-186

Moved By Councillor Rice

Be it resolved that Council adjourn the meeting at 10:53 AM.

Carried

Mayor John Woodbury

Acting Clerk Lindsey Green



Staff Report CL2020-014

Title of Report: CL2020-014- Southgate Police Service Board and Library Board electronic meetings during current Declared Emergency
Department: Clerks
Branch: Legislative and Council Services
Council Date: May 6, 2020

Recommendation:

Be it resolved that Council receive Staff Report CL2020-014 for information; and
That Council support the Southgate Police Service Board and the Library Board continuing to hold electronic meetings during the current declared emergency.

Background:

At the Special Council meeting held on April 1, 2020, Council passed By-law 2020-040 which provided for amendments to the Procedural By-law to allow for Council to continue to meet electronically during the declared Municipal and Provincial emergency. This amendment was required due to specifics in the Municipal Act that mentions electronic participation of members of Council, local board or of a committee of either of them not be determined in quorum if participating electronically (S. 238 (3.1)).

The amendment to the by-law that was passed specified that:

*10.7 – Electronic Participation during a Declared Emergency:
During a declared emergency, the Municipality shall allow for electronic participation of Council members in both open and closed Council meetings by electronic means, and such members shall be counted in determining whether or not a quorum of members is present; and*

10.7 (i) - The rules outlined in Part 10.7 do not apply to Committees of Council and Committee of Adjustment;

It should be noted that the Municipal Act does not include Police Services Boards or Library Boards as "local boards".

Staff Comments:

The Police Services Act or Public Libraries Act does not include any mention of the requirement for physical in-person vs electronic participation. Therefore, staff have perceived this to mean that the Police Services Board and the Library Board have the ability to hold electronic meetings. Both the Southgate Police Service Board and the Library Board have separate Procedural By-laws that govern their meetings which do not reference attendance being physical in nature, and therefore no

amendment would be required, unless the Board requests a specific provision be included in their By-law that relates to electronic participation.

Further, staff are not recommending that any advisory committees or committees of Council resume their meetings electronically at the present time.

Financial Implications:

There are no financial implications related to this report other than the per diems paid to members of the Police Service Board and Library Board for meeting attendance, approved in the 2020 operating budget. There will be some cost savings as a result of no mileage expenses to travel to meetings with the electronic process.

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 receive this report as information and support the Southgate Police Service Board and Library Board in continuing to hold their meetings electronically during the current declared emergency.

Respectfully Submitted,

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

Dept. Head: **Original Signed By**
Lacy Russell, Librarian CEO

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

Attachment #1 – Solicitor General Correspondence – All Chiefs Memo regarding Police Service Board meetings

Attachment #2 – Ministry of Heritage, Tourism and Culture Correspondence regarding Library Board Meetings

Ministry of the Solicitor General

Public Safety Division
Public Safety Training Division

25 Grosvenor St.
12th Floor
Toronto ON M7A 2H3

Telephone: (416) 314-3377
Facsimile: (416) 314-4037

Ministère du Solliciteur général

Division de la sécurité publique
Division de la formation en matière
de sécurité publique

25 rue Grosvenor
12^e étage
Toronto ON M7A 2H3

Téléphone: (416) 314-3377
Télécopieur: (416) 314-4037



MEMORANDUM TO: All Chiefs of Police and
Commissioner Thomas Carrique
Chairs, Police Services Boards

FROM: Richard Stubbings
Assistant Deputy Minister
Public Safety Division and Public Safety Training Division

SUBJECT: **Guidance to Police Services Boards Regarding Meetings**

DATE OF ISSUE:	March 23, 2020
CLASSIFICATION:	General Information
RETENTION:	Indefinite
INDEX NO.:	20-0024
PRIORITY:	High

I am writing further to several inquiries we have received in relation to challenges with hosting police services board meetings due to the impact of COVID-19 on in-person activities.

The *Police Services Act* (PSA) outlines the duties of police services boards with respect to board meetings, while requiring that each board establish its own rules and procedures in performing its duties under the Act. While the Act requires that boards meet at least four times a year, it is quite common across the province for boards to meet more frequently, often on a monthly basis in order to fulfill their duties.

While this is ultimately a local decision, the ministry is taking this opportunity to provide clarification that may support boards in continuing to meet via alternative methods in absence of the ability to meet in-person. Notably, the PSA does not require that police services board meetings be held in-person. While police services board meetings are to be open to the public, there is flexibility for public meetings to be held virtually if a board deems this to be appropriate and if the virtual meeting can be made open to the public. With respect to board meetings conducted virtually, police services boards should take all feasible measures to facilitate public and media participation in open meetings.

.../2

Of note, there are specific circumstances that allow for issues to be discussed in-camera and these circumstances remain in-force during the emergency. A board may exclude the public from all or part of a meeting if it is of the opinion that:

- a) matters involving public security may be disclosed and, having regard to the circumstances, the desirability of avoiding their disclosure in the public interest outweighs the desirability of adhering to the principle that proceedings be open to the public; or
- b) intimate financial or personal matters or other matters may be disclosed of such a nature, having regard to the circumstances, that the desirability of avoiding their disclosure in the interest of any person affected or in the public interest outweighs the desirability of adhering to the principle that proceedings be open to the public.

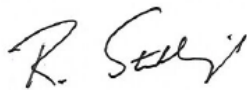
Further, a board may choose to delegate any authority conferred on it within the PSA to two or more of its members (or one member in the case of collective bargaining). Boards are encouraged to consider reviewing their rules and procedures, taking into account the ability to delegate, should it be facing challenges in arranging for all members to participate in decision-making at this time.

As a friendly reminder, should police services boards have questions regarding their obligations with respect to meetings, or any of their duties under the Act, during this time, I would encourage you to work with your Police Services Advisor. Should you require legal advice, please ensure to reach out to your legal counsel.

For any questions, you may wish to reach out to your Police Services Advisor or you may contact Jeeti Sahota, A/Manager of the Operations Unit at jeeti.sahota@ontario.ca.

I hope this information is helpful.

Sincerely,



Richard Stubbings
Assistant Deputy Minister
Public Safety Division and Public Safety Training Division

From: Beaudin, Lisa (MHSTCI) <Lisa.Beaudin@ontario.ca> on behalf of Finnerty, Kevin (MHSTCI) <Kevin.Finnerty@ontario.ca>
Sent: Friday, March 27, 2020 1:40 PM
To: Finnerty, Kevin (MHSTCI)
Cc: Lavery, Rob (MHSTCI); Haviaras, Adam (MHSTCI)
Subject: A message regarding public library board meetings

Dear Public Library Boards, CEOs and First Nation Public Library CEOs and Librarians,

Following the Chief Medical Officer of Health's advice, emergency measures have required all public libraries' physical facilities in the province of Ontario to be closed to the public. Public library boards are also urged to consider the safety of library staff at this time.

We encourage all public library boards and staff to make their community aware, through social media and e-mail, of the wide range of e-resources and other on-line services their branches provide, where available.

Due to the need for 'social distancing', public library board meetings that are open to the public under the Public Libraries Act (PLA), may be held using a live video interface platform or conference call service, so long as the public may attend virtually, in real-time, and be able to ask questions. As with all library board meetings, advance notice is required and sufficient information of the topics to be considered should be made available to the public to enable them to make an informed decision as to whether or not to attend.

Also, under the PLA, any decisions related to public library staff and remuneration remain the purview of the public library board.

For provincial updates on Covid-19, please continue to refer to Ontario's website [here](#).

Organizations who have questions about closures of at-risk workplaces or how emergency measures impact their business or employment can call the Stop the Spread Business Information Line at 1-888-444-3659.

We understand that these are challenging times and appreciate all the efforts being made to ensure Ontarians across the province continue to have access to important library resources.

Ministry staff are available to answer questions. Feel free to reach out to your regular ministry contacts (adam.haviaras@ontario.ca and rob.lavery@ontario.ca if you have further questions.

Thank you,

Kevin Finnerty
Assistant Deputy Minister
Heritage, Tourism and Culture Division

Aux conseils de bibliothèques publiques, directeurs généraux et bibliothécaires des bibliothèques publiques des Premières Nations,

Sur les conseils du médecin-hygiéniste en chef, des mesures d'urgence sanitaires ont imposé la fermeture au public de toutes les installations physiques des bibliothèques publiques de la province de l'Ontario. Les

conseils d'administration des bibliothèques publiques sont également invités à prendre en compte la sécurité du personnel des bibliothèques pour le moment.

Nous encourageons tous les conseils d'administration et le personnel des bibliothèques publiques à faire connaître à leur communauté, par le biais des médias sociaux et du courriel, le large éventail de ressources électroniques et autres services en ligne que leurs succursales proposent, le cas échéant.

En raison de la nécessité d'un « éloignement social », les réunions des conseils d'administration des bibliothèques publiques qui sont ouvertes au public en vertu de la *Loi sur les bibliothèques publiques* peuvent se tenir en utilisant une plateforme d'interface vidéo en direct ou un service de conférence téléphonique, à condition que le public puisse y assister virtuellement, en temps réel, et puisse poser des questions. Comme pour toutes les réunions du conseil de la bibliothèque, un préavis est nécessaire et des informations suffisantes sur les sujets à examiner doivent être mises à la disposition du public pour lui permettre de prendre une décision éclairée quant à sa participation ou non.

En outre, en vertu de la Loi, toute décision relative au personnel et à la rémunération des bibliothèques publiques reste du ressort du conseil de la bibliothèque publique.

Pour les mises à jour provinciales sur la pandémie de la Covid-19, veuillez continuer à vous référer au site web de l'Ontario [ici](#).

Nous comprenons que les temps sont difficiles et nous apprécions tous les efforts déployés pour que les Ontariens de toute la province continuent d'avoir accès à d'importantes ressources bibliothécaires.

Le personnel du ministère est disponible pour répondre aux questions. N'hésitez pas à contacter vos interlocuteurs habituels du ministère adam.havias@ontario.ca et rob.lavery@ontario.ca si vous avez d'autres questions.

Cordialement,

Kevin Finnerty
Sous-ministre adjoint
Division du patrimoine, du tourisme et de la culture



Staff Report PW2020-026

Title of Report: PW2020-026 Blue Box Transition Update
Department: Public Works
Branch: Waste Resources and Diversion Management
Council Date: May 6, 2020

Recommendation:

Be it resolved that Council receive Staff Report PW2020-026 for information; and
That Council approve posting the Waste Resources & Diversion Management Questionnaire on the *ShapeSouthgate* site for public comment and feedback.

Background:

Ontario is amid a major change and fundamental transition of its waste diversion programs. The existing framework, which provides industry funding to reimburse a portion of municipalities' Blue Box costs, will move to a full producer responsibility model where industry will be wholly responsible for the cost and operations of designated diversion programs.

This change affects existing programs that deal with Blue Box materials, tires, electronics and hazardous waste. These programs are, already, in varying stages of transition. To date, the tire program has already transitioned. Most recently, the Province has announced transition plans for the Blue Box program in its [news release dated August 15, 2019](#).

A detailed description of the recent and historical changes to the Blue Box program is provided in Appendix A, as well as a glossary of relevant stakeholders.

Over the coming year, Ontario will develop and consult on regulation(s) to support the transition of the Blue Box program to a producer responsibility framework and it will be important that the concerns of small and rural municipalities are heard during this time. The following discussion outlines potential areas that may be impacted by this change.

Responsibility for the Blue Box program will shift from Municipalities to Producers

Under the existing Blue Box Program Plan, municipalities with a population over 5,000 are required to provide Blue Box services and producers of printed paper and packaging are obligated to co-fund up to 50 per cent of the program. They are obligated to register with, and are represented through, an organization called Stewardship Ontario. Under this system municipalities have the autonomy to decide how their individual programs operate.

After the program transitions, producers will determine how the Blue Box program operates in Ontario and be responsible for the cost to the extent that the regulation(s) require. Much like the tire stewardship program, which has already transitioned, municipalities will no longer be obligated to provide collection and processing services. It is expected, however, that municipalities will be approached by producers to continue to provide services under contract to the producers. Instead of receiving funding, participating municipalities, would be paid a set fee to provide the required services.

Under the new regulation(s), producers are expected to have the autonomy to re-design and make changes to the Blue Box program to ensure they can meet their regulatory obligations. The Province has clearly stated that the transition must not negatively impact recycling services, but the specifics of this goal will be determined by the regulation(s), as they are developed in the coming months. It is anticipated that there will be changes, as producers work to create a common system across the province.

Municipalities are encouraged to engage in this process and provide comments on aspects of the regulation(s), such as diversion targets, accessibility and service levels, to ensure there is no loss in service to our community and to protect landfill capacity.

Producers may organize under multiple Producer Responsibility Organizations to deliver Blue Box services

Producers are the brand owners, first importers or franchisors of printed paper and packaging. They are currently represented by Stewardship Ontario, which is a Producer Responsibility Organization (PRO). After the Blue Box program transitions, producers will no longer be required to organize under a single umbrella organization. Each producer will be responsible for meeting their own obligations, under what is termed as *Individual* Producer Responsibility.

Producers may choose, however, to organize under one or multiple PROs. For example, under the tire program there are five PROs that compete to represent tire producers in the province. The PROs, or individual producers, will be responsible for delivering Blue Box services across Ontario in a way that meets the requirements of the new regulation(s). Under the regulation(s), it is expected that they will have the right to determine aspects of the Blue Box program, such as who provides collection service, the containers that are used, the frequency in which they are collected, the materials that are accepted, and where the materials are sent for processing, unless otherwise prescribed in the regulation(s).

Southgate's Concerns:

Who will hold the producers accountable to the regulations and the quality of the service they deliver? It is recommended that producers should be held accountable

through annual reporting to ensure capture rates are equal or better than historical reporting.

RPRA

The Resource Productivity and Recovery Authority was created in November 2016 by the Government of Ontario to support the transition to a circular economy and a waste-free Ontario. We receive our authority from the ***Resource Recovery and Circular Economy Act, 2016*** (RRCEA) and the ***Waste Diversion Transition Act, 2016*** (WDTA).

Under the WDTA, we oversee three waste diversion programs- **Blue Box**, **Municipal Hazardous or Special Waste (MHSW)**, and **Waste Electrical and Electronic Equipment (WEEE)**– and their eventual wind up.

Under the RRCEA, we enforce individual producer responsibility (IPR) requirements for managing waste associated with products and packaging

Under the RRCEA, we enforce individual producer responsibility (IPR) requirements for managing waste associated with products and packaging.

RPRA responsibilities include:

- Overseeing existing waste diversion programs until they are wound up.
- Approving wind-up plans developed by industry funding organizations and overseeing their implementation.
- Developing and operating a registry for producers responsible for materials under the RRCEA to register with the Authority and report on waste recovery.
- Managing, analyzing and reporting on the information in the registry.
- Carrying out compliance and enforcement activities.
- Fostering the circular economy to spur innovation and protect the environment.

Ontario is shifting from a linear to a circular economy. In a linear economy, natural resources are extracted, manufactured into products, consumed and then thrown away. In a circular economy, products and packaging are designed to minimize waste and then be recovered, reused, recycled and reintegrated back into production.

Individual producer responsibility

A key driver of the circular economy is individual producer responsibility (IPR). IPR means that producers are responsible and accountable for collecting and managing their products and packaging after consumers have finished using them.

The ***Resource Recovery and Circular Economy Act, 2016*** (RRCEA) outlines a framework for IPR in the province and the Ontario Government is responsible for designating materials for transition to IPR. Tires are the first material to move to IPR starting January 1, 2019. Electronics will move to IPR in January 2021 and hazardous or special waste in July 2021, except for single-use batteries which will move to IPR in July 2020.

The RRCEA also established the Resource Productivity and Recovery Authority to regulate businesses and ensure their compliance with IPR requirements. IPR

requires producers of products and packaging to meet mandatory and enforceable targets for the collection and recycling of their products and packaging.

With IPR, producers have choice in how they meet their requirements. They can collect and recycle products and packaging themselves, or contract with producer responsibility organizations (PROs) to help them meet their requirements.

Producers must register with the Authority and report on their progress towards meeting these targets. The Authority can conduct inspections, issue compliance orders and, if necessary, prosecute businesses that do not follow the law.

Transition is planned to occur between 2023 and 2025

The timeline announced by the Province indicates that the regulation(s) will be developed between now and the end of 2020. Producers and municipalities will then have two years to prepare before responsibility of the program will transfer from municipalities to producers between January 1, 2023 and December 31, 2025.

Within this time period, the transfer of responsibility is expected to happen in phases, with approximately one-third of total Blue Box tonnage being transitioned each transition year (i.e., 2023 to 2025 inclusive). Municipalities are expected to have the opportunity to identify their preferred transition year, but there are many other factors that will be considered. Municipalities could be selected based on clusters of geographic proximity, cost-effectiveness or operational logistics, readiness for transition (e.g., expiry of contracts or ability to end contracts early), or other factors.

This change in responsibility is expected to increase diversion

Over the last two decades, the mix of printed paper and packaging that goes into the Blue Box has evolved. The economics of Blue Box recycling are more challenging than ever before, and as a result, Ontario's recycling rates have stalled while costs continue to escalate. Producer responsibility is based on the idea that the companies that design, create and market products and packaging are in the best position to reduce waste or increase resources that can be recovered from their products.

Southgate's Concerns:

Again, it is recommended that producers should be held accountable through annual reporting and reporting of packaging design changes that could impact recovery positively or negatively.

The Full Impact to Municipalities will be revealed as Regulation(s) as they are Developed

There are many ways this transition could impact municipalities, and the full affect will not be known until much later in the transition process. The following sections outlines aspects of municipal Blue Box services that may be impacted.

Service Level

The Province has been clear that transitioning the Blue Box to full producer responsibility must not negatively impact the recycling services the people of Ontario use every day. However, the regulation(s) that will be developed in the coming months will determine how much autonomy producers will be given to achieve a common, cost effective system. It is expected that producers will have the right to determine what the collection system looks like to meet their regulatory requirements and may not be willing or obligated to compensate municipalities to provide the level of service currently offered. Municipalities are encouraged to monitor this aspect of the draft regulation(s) carefully and provide comment where appropriate.

Southgate's Concerns:

The Township will need to monitor the regulatory requirements of the new Blue Box transition to full producer responsibility to ensure the changes will not negatively impact the recycling services the people of Southgate use every day.

Municipal Assets

Based on the recommendations of the Province's special advisor in August, it is expected that producers will not be obligated to contract with municipalities for collection or processing services. Municipalities are, however, expected to have the opportunity to bid fairly on the provision of services in a competitive bid process. This balance of priorities could result in some municipalities bidding below their actual operating costs in order to continue to be the provider of Blue Box services or risk having stranded or redundant assets. As a result, municipalities with assets, such as vehicles and depots, will want to develop an appropriate asset management strategy.

Southgate's Concerns:

The Township will need to make decisions related to procurement of waste collection assets over the next 5 years that reflects the flexibility of curbside services with and without blue box materials.

Will Curbside Blue Box Collection services be part of the producer's mandate in rural communities. Based on statements by the Provincial Government that the Blue Box transition to full producer responsibility must not negatively impact the

recycling services the people of Ontario use every day, the Township of Southgate will need to monitor this requirement and to hold the Producers to be accountable to this standard during negotiations.

The Township of Southgate will need to consider when bidding for future Blue Box collection, our specific advantages with existing collection carts, 2 stream collection trucks and transfer station services that could be flexible to co-mingle or further sort materials when dropped off by the public. Our advantage with a 2-stream collection service is it could be modified if Blue Box is not collected to reduce collection to bi-weekly waste and compost collection. Another advantage with a Southgate 2 stream collection service if Blue Box is collected, we could collect 2 streams of recycles. The cans, plastics and other recyclable containers would go in the blue box and fibres (paper and cardboard) in another cart container, if the Producers would have interest to invest in another cart to save processing costs and then collect waste and compost only the second week.

Contracts

The timing of existing contracts for collection or processing of Blue Box materials may not align with the date a municipality will transition their services. Early termination or extension of existing contracts may be required to accommodate the transition timeline. If contracts are coupled with garbage or other collection services, they may need to be separated in time for transition.

Southgate's Concerns:

Southgate has no concerns in this area.

Access to other methods of Collection

It is expected that the regulation(s) being developed will maintain Blue Box collection as an essential part of the system, but also allow producers the flexibility to collect some packaging through other methods. Other means of collection, such as regional depots or return-to-retailer, could be possible for some materials in the future and could impact service levels and have other impacts on local communities.

Southgate's Concerns:

Based on statements by the Provincial Government that the Blue Box transition to full producer responsibility must not negatively impact the recycling services the people of Ontario use every day. The Township of Southgate advance discussions with the Province and AMO that a future Blue Box Program is not watered down for rural communities creating excessive travel to larger urban centres to dispose of specific recyclable sorted materials at retail locations not located in small towns in Ontario.

Southgate will need to monitor Regulations, advance industry discussion for this requirement and hold the Producers accountable to provide the level of services that does not negatively impact recycling. This type of collection service will be unacceptable in rural communities, will end up in landfill or on the sides of roadways.

Industrial, Commercial and Institutional Blue Box Material Sources

Many municipalities provide Blue Box services to local schools, nursing homes, municipal buildings and local businesses. It is expected that most of these industrial, commercial and institutional (IC&I) sources will not be part of the producer operated Blue Box system. Municipalities already providing these services may need to make alternative arrangements for the provision of recycling services to these customers.

Southgate's Concerns:

The Township will need to monitor the regulatory requirements of the new Blue Box transition to full producer responsibility. The Township should advance discussions with the Province and the position of AMO that a future Blue Box Program under a Producer responsibility model must also transition recycling for IC&I so the service is not a piece meal service and should be consistent in communications from one voice to recover these valuable resource materials.

Local Jobs

It is unclear at this time whether producers will have an obligation to contract with municipalities to provide Blue Box related services. In other jurisdictions where producer responsibility has been implemented, producers opted to hire municipalities to provide collection services, but not transfer or processing services. Should a similar approach be taken in Ontario, localized job losses could occur.

Southgate's Concerns:

The Township should request the Province and AMO to lobby for the displacement of local collection jobs and those costs be considered by the Producers transitioning.

Communicating Changes

When transition occurs, there will be a need to effectively communicate the changes to residents. It is expected that there will be a spike in resident inquiries in the weeks directly preceding and following transition. Municipalities may require additional staff and resources to ensure the transition is successful.

Southgate's Concerns:

The Township should make the Province and AMO aware of the requirement and ensure a commitment is engrained in the Regulation that the Producers if

responsible the future Blue Box Program collection services commit to stakeholder inquiries and communications or that it be delegated to the service provider.

Landfill Capacity

It is expected that producers will make every effort to ensure the success of the new program. If, however, their efforts result in a program that is less convenient or accessible, there is concern that recyclables will end up in the municipal garbage stream, increasing costs and taking up valuable landfill capacity.

Southgate's Concerns:

Ensuring the new regulation(s) include an effective enforcement system that monitors actual waste disposal impacts across the province will be important to protecting the well being of small, rural communities.

Next Steps

In the coming months, the regulation(s) that will determine many details of the transition to a producer responsibility framework will be developed and consulted on. It will be important that our concerns presented in this report and those of small and rural municipalities are heard during this time. Staff will keep council informed as the regulation(s) are developed or as new information becomes available.

Staff Comments:

The following is the resolution that staff will be bringing forward in June 2020 for Council approval and will be worded as such:

WHEREAS the amount of single-use plastics leaking into our lakes, rivers, waterways is a growing area of public concern;

WHEREAS reducing the waste we generate and reincorporating valuable resources from our waste stream into new goods can reduce GHGs significantly;

WHEREAS the transition to full producer responsibility for packaging, paper and paper products is a critical to reducing waste, improving recycling and driving better economic and environmental outcomes;

WHEREAS the move to a circular economy is a global movement, and that the transition of Blue Box programs would go a long way toward this outcome;

WHEREAS the Township of Southgate is supportive of a timely, seamless and successful transition of Blue Box programs to full financial and operational responsibility by producers of packaging, paper and paper products;

AND WHEREAS the Association of Municipalities of Ontario has requested municipal governments with Blue Box programs to provide an indication of the best date to transition our Blue Box program to full producer responsibility;

THEREFORE, BE IT RESOLVED:

THAT the Township of Southgate would like to transition their Blue Box program to full producer responsibility [month] [date], [year] (between January 1, 2023 and December 31, 2025).

AND THAT this decision is based on the following rationale: 1. Insert rationale based on analysis of contracts, assets, integrated waste management system or other considerations (e.g., our collection contract for Blue Box material expires December 31, 2024 and our processing contract for Blue Box material also expires December 31, 2024.)

AND THAT the Township of Southgate would be interested in providing collection services to Producers should we be able to arrive at mutually agreeable commercial terms.

Or

AND THAT the Township of Southgate is not interested in providing collection services to Producers;

AND FURTHER THAT any questions regarding this resolution can be directed to Jim Ellis, Public Works Manager at 519-923-2110 ext 250 or jellis@southgate.ca

AND FURTHER THAT the resolution be forwarded to the Association of Municipalities of Ontario and the Ontario Ministry of the Environment, Conservation and Parks.

The Township of Southgate operates the curbside collection of Blue Box materials, waste and organics with its own staff and fleet. The recycling processor is currently located in Mount Forest in proximity for transportation of BB materials at this time, with no written contract of these services in place.

If the Township opted out of the BB program and moved to PROs responsibility, the collection truck fleet could pick-up waste and organics every week, or every other week.

The transition of the BB program back to the PROs would then be their responsibility for collections, transporting and recycling, including education communications and unacceptable material issues.

Financial Implications:

The financial implications of transitioning the existing Blue Box program to a new full producer responsibility model are not yet known. The regulation(s) will determine the level of service producers will be required to provide. If a municipality chooses to provide additional services, they may not be compensated for doing so. Municipalities are encouraged to closely monitor the developing regulations to ensure service levels in their communities are not compromised irrespective of who is providing them.

Communications & Community Action Plan Impact:

Goal 5 - Upgrading our "Hard Services"

Action 5:

The residents and businesses of Southgate recognize our linear services - roads, bridges, water and sewer works, for example - to be a fundamental purpose of municipal government. This infrastructure needs to be serviceable and sustainable so that our businesses and communities can thrive and grow.

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:

1. Staff recommends that Council receive Staff Report PW2020-026 for information
2. Staff recommends that Council consider posting the Waste Resources & Diversion Management Questionnaire included in this staff report as Attachment #1 on the ShapeSouthgate site for public comment and feedback.
3. Staff have provided the Appendix A document titled "The Ontario Blue Box Program" as resource document to provide the history of the Blue Box program since 1981 and a glossary of terms used in this industry.

Appendix A: The Ontario Blue Box Program

Timeline

- 1981** The world's first curbside recycling program debuted in Kitchener, Ontario.
- 1994** [Ontario Regulation 101/94](#) under the [Environmental Protection Act](#) set out requirements for municipalities with a population of at least 5,000 to establish and operate curbside Blue Box programs.
- 2002** [The Waste Diversion Act](#) (WDA) formalized financial support by requiring producers of printed paper and packaging managed by the Blue Box program to fund up to 50% of municipal net operating costs. **Waste Diversion Ontario (WDO)** was established as a non-crown corporation to develop, implement and operate waste diversion programs, including Blue Box. [Stewardship Ontario \(SO\)](#), was created as an industry organization to represent producers and to develop the Blue Box Program Plan.
- 2003-17** Changes in packaging of consumer goods, including the use of less glass, lighter plastics and more difficult to recycle plastics, as well as a decrease in newspapers distributed, has impacted the Blue Box

program. According to a report from the Special Advisor on Recycling and Plastic Waste, adjusting for inflation, the average cost of recycling a tonne of Blue Box materials increased by 50 percent from 2003 to 2017.

2016 [The Waste-Free Ontario Act](#) is passed and repeals the former WDA and enacted the [Resource Recovery and Circular Economy Act](#) (RRCEA) and the [Waste Diversion Transition Act](#) (WDTA). The RRCEA introduces a framework where producers are given full responsibility for the management of post-consumer waste from their packaging. Under this act, the WDO is replaced by a new organization, [Resource Productivity and Recovery Authority](#) (the Authority).

The legislation also affects existing diversion programs for tires, electronics and hazardous waste, all of which are at varying degrees of transition and allows for the creation of new programs.

2017 The Minister of the Environment and Climate Change directed the Authority and SO to jointly develop a proposal for an amended Blue Box Program Plan (a-BBPP). A draft was developed, and two phases of consultations were completed. A final proposal was never submitted to the ministry.

2019 In June, the Province appointed a Special Advisor on Recycling and Plastic Waste, David Lindsay, to provide advice on how to improve recycling through the Blue Box Program and better manage plastic pollution. Mr. Lindsay facilitated meetings between representatives of the municipal and producer sector to provide input. In July, the report was released, titled "[Renewing the Blue Box: Final Report on the blue box mediation process](#)".

In August, the [Ministry announced](#) that it provided SO [direction to begin planning](#) to transition Ontario's Blue Box Program to full producer responsibility.

2020 Stewardship Ontario is to submit a plan to the Authority by June 30, 2020. It is expected that the Authority will approve the plan by December 31, 2020.

2023-25 The first communities will be transitioned beginning January 1, 2023, with the entire province operating under the new framework by December 31, 2025.

Glossary

Ministry of Environment, Conservation and Parks (MECP) is the ministry responsible for administering all the relevant legislation, including the Waste

Diversion Transition Act, and the Resource Recovery and Circular Economy Act.

Producer Responsibility means producers are responsible for managing and paying for the life cycle of their products and packaging. Producer responsibility is based on the idea that the companies that design, create and market products and packaging are in the best position to reduce waste or increase resources that can be recovered from their products.

Extended Producer Responsibility refers to expanding the portion of program costs that producers are required to fund.

Full Producer Responsibility refers to producers being responsible for both funding and operating.

Individual Producer Responsibility refers to producers having a choice in how they meet requirements. They can collect and recycling products and packaging themselves, or contract with producer responsibility organizations (PROs), to help them meet their requirements.

Resource Productivity and Recovery Authority (RPRA or the Authority) is a regulatory body that is playing a critical role in supporting the transition towards a circular economy and a waste-free Ontario. RPRA receives authority from the Waste Diversion Transition Act, 2016 (WDTA) to oversee the current waste diversion programs and their eventual wind up. RPRA also receives authority from the Resource Recovery and Circular Economy Act, 2016 (RRCEA) to enforce individual producer responsibility requirements for managing waste associated with products and packaging.

Stewardship Ontario ([SO](#)) is a Producer Responsibility Organization (PRO), funded and governed by the industries that are the brand owners, first importers or franchisors of the products and packaging materials managed under the Blue Box and Orange Drop program. SO collects fees from industry stewards, which help to pay for the costs of collecting, transporting, recycling and safely disposing of waste across the province. Stewardship Ontario operates under the authority in the Waste-Free Ontario Act, 2016 and is accountable to RPRA.

The Continuous Improvement Fund (CIF) is a partnership between the Association of Municipalities of Ontario (AMO), the City of Toronto, Stewardship Ontario (SO), and the Resource Productivity and Recovery Authority (RPRA). The CIF's mandate is to improve the effectiveness and efficiency of Ontario's municipal Blue Box program, through the provision of funding, technical support and training to aid municipalities and program stakeholders in the identification and development of best practices and technological and market-based solutions.

Waste Diversion Ontario (WDO) was a non-crown corporation, established by the Waste Diversion Act in 2002, with a mandate to develop, implement and operate recyclable waste diversion programs by establishing industry funding organizations and overseeing the development and operation of waste diversion programs. It has now been replaced by the RPRA.

Respectfully Submitted,

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

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

Attachments:

Attachment #1 - Waste Resources & Diversion Management Questionnaire for ShapeSouthgate online engagement tool



Southgate's Waste Resources & Diversion Management Questionnaire

The Township of Southgate would like residents' comments and feedback regarding the changes to Waste Management Programs in the Province of Ontario.

To date, some of the waste programs and collections that have implemented changes are Tires, Electronic Waste and Municipal Hazardous & Special Waste.

The Blue Box program is transitioning to Extended Producer Responsibility which means that municipalities will have a choice to either negotiate with a Producer Responsibility Organization to continue municipal services or for the municipality to opt out of the Blue Box program and materials would become the responsibility of the Producer Responsibility Organizations.

Based on Southgate's present collection and diversion programs we are seeking your input on what our future waste system should look like and how much value there is in curbside carts being picked up and our transfer stations diversion of hazardous materials, oil, electronics, tires, etc.

This **ShapeSouthgate** survey will help staff and Southgate Council weigh in on the resident's choices for now and future WRDM programs.

Please select one answer to the following questions:

1. Do you think Southgate should be collecting tires at the Transfer Stations for third party disposal if there is no surcharge to the resident or to the Township?

Yes or No

2. Do you think Southgate should be collecting electronic wastes at the Transfer Stations for third party disposal if there is no charge to the resident or to the Township?

Yes or No

3. Do you think Southgate should be collecting oil and antifreeze at the Transfer Stations for third party disposal if there is no charge to the resident, but the Township must incur costs for disposal?

Yes or No

4. Do you think Southgate should be collecting MHSW (Orange Drop) materials at the Transfer Stations for third party disposal if there is no charge to the resident, but the Township must pay for transportation and disposal of MHSW like paint and toxic materials?

Yes or No

5. Do you think Southgate should continue Blue Box curbside cart collections?

Yes or No

6. Do you think Southgate should continue Blue Box Transfer Station bin collections?

Yes or No

7. Do you think Southgate should transition the Blue Box program back to the Producer Responsibility Organizations that would then be their responsibility for collections, transporting and recycling including education communications and unacceptable material issues?

Yes or No

8. Do you use your Green Organics Cart for composting?

Yes or No

9. Have you used finished compost that is available for free at the transfer stations?

Yes or No

10. Do you think Southgate should continue with organic composting or divert the materials to another source for alternative solutions?

Yes or No

11. Are you as a Southgate tax-payer willing to support and fund existing Southgate Waste Recovery and Diversion Management programs through general taxation?

Yes or No

12. How often do you go to the Southgate Transfer Stations in Dundalk or Egremont?

Once a week

Once a month

Very seldom (1 to 5 times/year)

Never

13. Would you support the Dundalk Transfer Station only accepting nothing larger than pick-up trucks of waste and that all dump trailer loads be required to go to the Egremont Transfer Station/Landfill Site to save taxpayers paying the cost of transportation for major cleanup and construction projects?

Yes or No

14. Do you support the additional Thursday openings of the Dundalk Transfer Station with the additional cost of taxation to operate by circling one of the following responses?

No

Yes - for spring cleanup during the months of April and May

Yes - year round

15. Would you like to see Southgate Transfer Stations change weekday opening times from 10am to 3pm to 12 noon to 5pm?

Yes or No

16. Have you used the **SortSouthgate** Tool to help you determine the cart that a specific waste material should be disposed into?

<https://www.southgate.ca/en/municipal-services/waste.aspx>

Yes or No

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 PW2020-027

Title of Report: PW2020-027Dundalk Water and Sewage Treatment
2020 Reserve Capacity
Department: Public Works
Branch: Water & Wastewater
Council Date: May 6, 2020

Recommendation:

Be it resolved that Council receive Staff Report PW2020-027 for information; and
That Council approve the recommendations for the endorsement of the report for the Dundalk Water and Sewage Treatment Reserve Capacity as prepared by Triton Engineering Services Ltd; and

That Council approves these reports to be forwarded to the Ministry of Environment, Conservation and Parks (MECP) District Office in Owen Sound and the Grey County Planning Department for their review and comment on the Dundalk Water and Sewage Treatment Reserve Capacity calculations

Background:

Dundalk Drinking Water Reserve Capacity:

This Water Reserve Capacity Calculation includes the new Well D5, which was commissioned in the Fall of 2019. Based on this, the Source Capacity is 4,778 m³/d (i.e. Well D3 (1,180) + Well D4 (1,637) + Well D5 (1,961). The Firm Capacity, which is the system capacity with the largest water source (i.e. Well D5) out of service, is 2,817 m³/d. This corresponds with the Permit To Take Water (PTTW) for the Dundalk Water system. This figure is referenced at the "Available Capacity" for the Water Reserve Capacity Calculation. (see Attachment #1, Triton Table 1) The 2020 uncommitted reserve capacity equivalent residential units is 1,924 Equivalent Residential Units (ERU's), this figure represents the additional number of single-family homes that could be serviced by the Water system. The 2020 committed ERU's are 304 residential units, which includes future lots to be developed in White Rose Phase 1 & 2 and Flato East/ North Phases 2 - 6. (Attachment #1, Triton Table 3)

Dundalk Sewage Treatment Reserve Capacity:

The Dundalk Sewage Treatment Facility 2020 uncommitted reserve capacity is 413 equivalent residential units, see attached Triton Table 2, which is a gain of 3 ERU's over 2019 due to the new development flow analysis supported by the flow monitoring program. As with the Water Reserve Capacity calculation, the 2020 committed ERU's are 304 residential units, which includes future lots to be developed in White Rose Phases 1 & 2 and Flato East/ North Phases 2-6. (Attachment #1, Triton Table 3)

Staff Comments:

There were 50 new occupied residential units connected to the Dundalk municipal systems in 2019. Flow monitoring of sanitary sewer manholes flows were conducted in 2018 and early 2019 to establish typical new development flow rates. This data was analyzed and evaluated to establish a new development per capita flow to be used in the current and future wastewater reserve capacity calculations. The 2019 maximum day water taking was modified to account for the filling and commissioning of the Main Street East new watermain upgrade.

In discussions with the Wastewater Request For Information (RFI) submissions the RFI projections for flows in 2045 was stated to design for a daily flow of 2,098 m³ per day which calculates to 1,815 Equivalent Residential Units.

Financial Implications:

The ongoing Environmental Assessment (EA) for wastewater is included in the 2020 budget working towards addressing the shortfall of reserve capacity for future growth and development.

Communications & Community Action Plan Impact:

Goal 5 - Upgrading our "Hard Services"

Action 5:

The residents and businesses of Southgate recognize our linear services - roads, bridges, water and sewer works, for example - to be a fundamental purpose of municipal government. This infrastructure needs to be serviceable and sustainable so that our businesses and communities can thrive and grow.

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.

5-C - The Township will have increased wastewater treatment capacity in Dundalk to support growth.

Concluding Comments:

Staff recommends that Council receive Staff Report PW2020-027 for information, and that Council approve the recommendations for the endorsement of the report

for the 2020 Dundalk Water and Sewage Treatment Reserve Capacity as prepared by Triton Engineering Services Ltd, and that Council approves these reports to be forwarded to the Ministry of Environment, Conservation and Parks (MECP) District Office in Owen Sound and the Grey County Planning Department for their review and comment on the 2020 Dundalk Water and Sewage Treatment Reserve Capacity calculations.

Respectfully Submitted,

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

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

Attachments: # 1 Triton Engineering Dundalk Water and Sewage Treatment Systems 2020 Reserve Capacity Calculation



105 Queen Street West, Unit 14
Fergus
Ontario N1M 1S6
Tel: (519) 843-3920
Fax: (519) 843-1943
Email: info@tritoneng.on.ca

ORANGEVILLE • FERGUS • GRAVENHURST

April 29, 2020

Township of Southgate
R.R. #1
185667 Grey Road 9
DUNDALK, Ontario
N0C 1B0

ATTENTION: Jim Ellis,
Public Works Manager

RE: TOWNSHIP OF SOUTHGATE
DUNDALK WATER AND SEWAGE
TREATMENT SYSTEMS
RESERVE HYDRAULIC CAPACITY
OUR FILE: A4160(20)-R04

Dear Sir:

The attached tables outline the 2020 reserve capacity calculations for the water supply and sewage treatment systems in Dundalk. The reserve capacities have been calculated in accordance with Ministry of Environment and Climate Change (MOECC) guidelines. 140 new residential units were occupied and connected to the municipal systems in Dundalk in 2019.

Water System:

The three (3) year average maximum day flow of the water system increased from 770 m³/d to **786m³/d** over the past year. The 2020 uncommitted reserve capacity of the water system is **1,924** equivalent residential units (ERUs). This is based on the Townships' amount of water taking permitted by the Permit to Take Water and draft plan approved/committed developments as outlined in Table 3. The Permit to Take Water, indicates an allowable water taking of 2,817m³/day. Please refer to Tables 1 and 3 for the water system capacity calculations.

Sewage Treatment Facility:

Table 2 summarizes the sewage treatment reserve capacity calculations for 2020. The three-year annual average day flow increased from 1,086m³/day to **1,129 m³/d**. The 2020 uncommitted reserve capacity for the sewage treatment facility is **413** new development ERUs which is slightly more than the 2019 reserve capacity of 410 units.

It is important to note that Flato Phases 2-6, and the remainder of White Rose Phase 1 and 2 are included as committed development in the calculation, therefore they will not come out of the 413 ERUs.

Recommendation:

Following Council's review and adoption of the attached report, we would recommend that a copy of the report be forwarded to the MECP District Office in Owen Sound and the Grey County Planning Department. We trust you will find the enclosed to be in order. Should you have any questions, please do not hesitate to contact this office.

Yours very truly,

TRITON ENGINEERING SERVICES LIMITED

A handwritten signature in black ink, appearing to read 'Ray Kirtz', is written over a light blue rectangular background.

Ray Kirtz, P. Eng.

cc: Dave Milliner, Township of Southgate
Clinton Stredwick, Township of Southgate
Bev Fisher, Township of Southgate

TABLE 1
TOWNSHIP OF SOUTHGATE
2020 RESERVE CAPACITY - DUNDALK WATER SYSTEM

DESCRIPTION	2020
1. Available Capacity ¹	2,817
2. Max Day Flow (m ³ /d) ²	786
3. Reserve Capacity (m ³ /d) (1) - (2)	2,031
4. Serviced Households ³	928
5. Persons Per Existing Residential Unit (2017 Census Data)	2.6
6. Population Served (4) x (5)	2,413
7. Maximum Day Per Capita Flow (m ³ /d) (2) ÷ (6)	0.326
8. Additional Population that can be Served (3) ÷ (7)	6,238
9. Person Per New Development Residential Unit (Typical)	2.8
10. Additional New Development Residential Units that can be served. (8) ÷ (9)	2,228
11. Committed Development Equivalent Residential Units (Table 3)	304
12. Uncommitted Reserve Capacity Equivalent Residential Units (10) - (11)	1,924
¹ Available Capacity is based on lesser of Firm Capacity or Permit to Take Water. Firm capacity is 2,817m ³ /day, PTTW is 2,817m ³ /d, Well Production is 4,778m ³ /day.	
² Max day flow is the average of the maximum day flows from 2017 (702m ³ /d), and 2018 (742m ³ /d) and 2019 ⁴ (913m ³ /d)	
³ Serviced households as reported in the 2019 Annual Water Report.	
⁴ Actual 2019 peak day was a result of a large trunk watermain commissioning reconstruction project and is therefore omitted.	

TABLE 2
TOWNSHIP OF SOUTHGATE
2020 RESERVE CAPACITY - DUNDALK SEWAGE TREATMENT FACILITY

DESCRIPTION	2020
1. Design Capacity of Sewage Treatment Facility (m ³ /d)	1,832
2. Average Day Flow ¹ (m ³ /d) (Average of 2017, 2018 and 2019 Average Flows)	1,129
3. Reserve Capacity (m ³ /d) (1) - (4)	703
4. Average New Development Per Capita Flow ² (m ³ /d)	0.350
5. Additional Population that can be Served (3) ÷ (4)	2,009
6. Person Per New Development Equivalent Residential Unit (Typical)	2.8
7. Additional New Development Equivalent Residential Units that can be Served (5) ÷ (6)	717
8. Committed Development Residential Units (Table 3)	304
9. Uncommitted Reserve Capacity New Development Equivalent Residential Units (7) - (8)	413
¹ Average of the average day flows in 2017 (1,168m ³ /d), 2018 (1,105m ³ /d) and 2019 (1,114m ³ /day)	
² As determined by new development flow analysis supported by flow monitoring program.	

TABLE 3
TOWNSHIP OF SOUTHGATE
SUMMARY OF DEVELOPMENTS - 2020

COMMITTED DEVELOPMENTS	TOTAL UNITS	UNITS OCCUPIED IN 2019	REMAINING UNITS AT END OF 2019
White Rose (Phase 1 & 2)	66	41	25
Flato West (Phase 1)	70	70	0
Flato East (Phase 2B)	38	29	9
Flato North (Phase 2A)	72	0	72
Flato North (Phase 3)	46	0	46
Flato North (Phase 4)	22	0	22
Flato North (Phase 5)	59	0	59
Flato North (Phase 6)	68	0	68
SUB-TOTAL		140	301
INFILL LOTS ¹	3		3
TOTAL COMMITTED UNITS			304
UNCOMMITTED DEVELOPMENTS (ESTIMATED)	TOTAL UNITS		
Flato Glenelg Residential Subdivision (Phase 1)	153		
Flato West Block 75 (Phase 2) Apartment Building ²	56		
White Rose (Phase 3)	101		
Flato East (All Remaining Phases)	460		
SUB-TOTAL	770		
¹ Assume 3 infill lots are built each year.			
² Apartment units based on assumption that each unit is 0.7 ERU.			

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Staff Report CAO2020-033

Title of Report: Petawawa Biofuel LP Renewable Natural Gas Option
to Purchase Agreement of Eco Park Lands

Department: Economic Development

Council Date: May 6, 2020

Council Recommendation:

Be it resolved that Council receive Staff Report CAO2020-033 as information;
and

That Council accept the letter dated April 22, 2020 from Petawawa Biofuel LP
providing notice to the Township of Southgate of their intentions to exercise their
Option to Purchase Agreement; and

That Council proceed to execute the Petawawa Biofuel LP's Purchase and Sale
Agreement and accept the deposit with a closing of not later than June 21, 2021 in
light of the delays in the project related to the present COVID-19 and the economic
conditions slowing down the project timelines; and

That Council consider approving this Purchase and Sale Agreement of lands in the
Eco Park to Petawawa Biofuel LP by Municipal By-law 2020-045 at the May 6, 2020
Council meeting.

Background:

The Petawawa Biofuel LP project will produce Renewable Natural Gas (RNG) that
will be injected into the existing Enbridge gas distribution network. It will be
blended with the other natural gas in the pipeline. Although the RNG should attract
'carbon offsets' and/or greenhouse gas cap and trade credits which would be
economically advantageous, there is an additional cost to manufacture renewable
gas compared to the fossil fuel alternative. The benefits of the project are that they
recover energy from waste materials that would otherwise be disposed of and the
fuel value would be lost.

At the August 23rd, 2017 Council meeting By-law 2017-106, Petawawa Biofuel LP
Option to Purchase Agreement was considered for approval by first and second
reading.

Mayor Fosbrooke relinquished the Chair to enter into debate. Councillor Dobreen
assumed the Chair. Mayor Fosbrooke requested a recorded vote. The following is
the approval of By-law through the first and second reading process:

Moved by Councillor Woodbury, Seconded by Councillor Frew;

Be it resolved that by-law 2017-106 being a by-law authorizing the option to purchase agreement between the Corporation of the Township of Southgate and Petawawa Biofuel LP be read a first and second time and signed by the Mayor and the Clerk.

Councillor Gordon- Absent, Councillor Woodbury- Yea, Councillor Dobreen- Yea, Mayor Fosbrooke- Nay, Councillor Pallister- Absent, Deputy Mayor Jack- Absent, Councillor Frew- Yea.

By a vote of 3-1 the motion is Carried.

Carried. No. 2017-702

At the September 6th, 2017 Council meeting By-law 2017-106, Petawawa Option to Purchase Agreement was considered for approval for third reading. Mayor Fosbrooke relinquished the Chair and Councillor Gordon assumed the Chair. Councillor Gordon requested a recorded vote on the main motion. The following is the approval of By-law through the third reading process:

Moved by Councillor Frew, Seconded by Councillor Pallister;

Be it resolved that by-law 2017-106 being a by-law authorizing the option to purchase agreement between the Corporation of the Township of Southgate and Petawawa Biofuel LP be read a 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.

Councillor Pallister - Yea, Councillor Gordon - Nay, Councillor Dobreen - Yea, Councillor Woodbury - Yea, Mayor Fosbrooke - Nay, Councillor Frew - Yea, Deputy Mayor Jack - Absent.

By a vote of 4-2 the motion is

Carried. No. 2017-743

A copy of the Petawawa Biofuel LP Southgate By-law 2017-106 and the Petawawa Biofuel LP Option the Purchase Agreement approved at the September 6, 2017 Council meeting is included in this staff report as Attachment #1.

The Township of Southgate received correspondence from Petawawa Biofuel LP that they have received their Ministry of Environment, Conservation & Parks (MECP), Environmental Compliance Approval (ECA) on November 28, 2019, for their project to produce Renewable Natural Gas (RNG). Following this date there will be a 15 day appeal period of the ECA.

Petawawa Biofuel LP advised the Township of Southgate they would be proceeding with closing on the land sale and have requested Council approval of extending the purchase closing date from 30 days as set out in the Option to Purchase Agreement to 120 days following the MECP ECA approval. The request was to allow appropriate time to complete the legal work and finalize financing of the project.

At the December 18, 2019 Council meeting staff report CAO2019-130 was received titled "Petawawa Natural Gas Project Agreement Approval". As a result, the following motion was approved by Council,

Moved by Councillor Shipston; **Seconded by** Councillor Frew;

Be it resolved that Council receive Staff Report CAO2019-130 as information; and

That Council approve the amending Petawawa Biofuel LP Option to Purchase Agreement and accept Petawawa Biofuel LP's request to extend the purchase closing date from 30 days to 120 days following the Ministry of Environment, Conservation & Parks, Environmental Compliance Approval; and

That Council consider approving this Amending of the Petawawa Biofuel LP Purchase Agreement by Municipal Bylaw 2019-190 at December 18, 2019 Council meeting. **Carried** No. 2019-809

Approval of By-law 2019-190 - Petawawa Biofuel LP Option to Purchase Extension Agreement

Moved by Councillor Shipston; **Seconded by** Councillor Frew;

Be it resolved that by-law number 2019-190 being a bylaw to authorize an option to purchase extension agreement between Petawawa Biofuel LP and the Corporation of the Township of Southgate be read a first, second and third time, finally passed, signed by the Mayor and the Deputy Clerk, sealed with the seal of the Corporation and entered into the by-law book.

Carried No. 2019-810

Staff Comments:

The Township of Southgate received a letter from Petawawa Biofuel LP dated April 22, 2020, providing notice of their intentions to proceed with the Option to Purchase Agreement for land in the Eco Park. A copy of the letter is included in this staff report as Attachment #2.

In light of the project delays with the present economic conditions, engineering design and construction restrictions caused by the COVID-19 pandemic slowing their project down, Petawawa Biofuel LP remain committed to proceeding with the purchase of the Eco Park lands they have an option on. The Option has been approved by Petawawa Biofuel LP in their attached letter, with a long closing date of not later than June 21, 2021.

Staff recommend proceeding with accepting the Option to Purchase Agreement as presented.

Financial Impact or Long Term Implications

The financial impact from the land sale is \$135,000.00, plus building permit fees, development charges, taxation and community benefit income of 16 cents per ton of material received for processing and for material sold as fertilizer from the

development. The development will create up to 5 long term jobs, as well as the short-term construction investment, construction job, plus long term, the requirement of ongoing maintenance and support services from local businesses in the area.

Communications & Community Action Plan Impact

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

The Petawawa project is business development and will potentially result in the sale of land in the Eco Park and will create jobs. The biogas project is an environmentally sustainable and a 100% carbon neutral energy source producing Renewable Natural Gas, known as RNG.

The Petawawa project would support local agriculture business with new farm income by providing opportunities for local farmers to provide bio source materials to Petawawa Bio-gas facility.

Concluding Comments:

Staff recommend the following:

1. That Council receive this staff report CAO2020-033 as information.
2. That Council approve accepting the notice that Petawawa Biofuel LP is exercising their Option to Purchase Agreement for lands in the Eco Park to close no later than June 21, 2021.
3. That Council consider approval of Petawawa Biofuel LP Purchase and Sale Agreement by Municipal By-law 2020-045 at the May 6, 2020 Council meeting.

Respectfully Submitted,

CAO approval: Original Signed By

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

- Attachment #1 – Petawawa Biofuel LP Option to Purchase Agreement
- Attachment #2 – Petawawa Biofuel LP letter of notice to exercise the Option to Purchase Agreement, dated April 22, 2020

The Corporation of the Township of Southgate

By-law Number 2017-106

being a by-law authorizing the option to purchase agreement between the Corporation of the Township of Southgate and Petawawa Biofuel LP

Whereas, the Municipal Act, S.O. 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, the Township of Southgate passed a resolution in support of the Petawawa Natural Gas option to purchase at the August 2, 2017 Council meeting;

Now therefore, the Council of the Corporation of the Township of Southgate hereby **enacts as follows**:

1. **That** the Mayor and the CAO are hereby authorized and directed to sign the agreement with Petawawa Biofuel LP on behalf of the Township of Southgate; and
2. **That** the agreement attached hereto as Schedule "A" shall form part of this by-law.

Read a first and second time this 23rd day of August, 2017

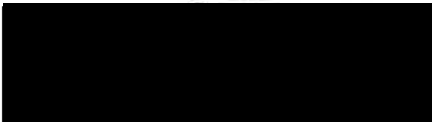


Anna-Marie Fosbrooke - Mayor



Joanne Hyde - Clerk

Read a third time and finally passed this 6th day of September, 2017



Anna-Marie Fosbrooke - Mayor



Joanne Hyde - Clerk

OPTION TO PURCHASE AGREEMENT

THIS AGREEMENT made as of this 23 day of August, 2017 (the "Option Commencement Date")

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE (the "Grantor");

- and -

PETAWAWA BIOFUEL LP (BIN 270603947) (the "Grantee")

RECITALS:

A. The Grantor is the legal and beneficial owner of certain lands in the Southgate Eco-Park, Township of Southgate, Ontario (the "**Property**") as more particularly set out in Schedule "A".

B. The Grantor and the Grantee (each a "**Party**" and collectively the "**Parties**") wish to record their agreement with respect to an option to purchase the Property during the term of this Option to Purchase Agreement (the "**Agreement**").

NOW THEREFORE, THIS AGREEMENT WITNESSES THAT, in consideration of monies paid by the Grantee to the Grantor set out below, and for other good and valuable consideration (the receipt and sufficiency whereof is hereby acknowledged), the Parties hereto mutually covenant and agree as follows:

1. **Schedules.** The Schedules hereto form an integral part of this Agreement and are identified as follows:

Schedule "A": Legal Description of the Property

Schedule "B": Form of the Purchase Agreement

Schedule "C": Memorandum of Understanding

2. **Option.** The Grantor grants to the Grantee an exclusive option (the "**Option**"), irrevocable during the time period specified in Section 3, to exercise the Option for the purchase of the Property pursuant to an agreement of purchase and sale that contemplates the applicable terms hereof together with the matters set forth in Schedule "B" (the "**Purchase Agreement**") and Schedule "C" (the "**Memorandum of Understanding**"), for the purposes of constructing, operating and maintaining a renewable natural gas project (the "**Project**"), which Purchase Agreement shall be executed by the Parties within thirty (30) business days from the date the Grantee gives written notice to the Grantor of the Grantee exercise of the Option.
3. **Term of Option.** This Agreement will have a term (the "**Term**") expiring on the earlier of: (a) the execution of the Purchase Agreement, (b) 30 calendar days from the date of the granting of the Project's non-appealable Ministry of the Environment and Climate

Schedule "A" to By-law 2017-106

Change operating permit or similar approval, and (c) June 21, 2021 at 5:00 p.m. local time. The Option may be exercised by the Grantee at any time during the Term, by notice in writing delivered in accordance with Section 12 herein, failing which the Option shall expire and shall be of no further force and effect (such expiry date being the "Option Expiry Date"). This Agreement shall terminate and be of no further force and effect upon failure to pay any Option Consideration on or before the respective due dates of such consideration payments.

4. **Option Consideration.** The consideration for the granting of the Option (the "**Option Consideration**") shall be One Thousand Canadian Dollars (\$1,000), payable within ten (10) business days of the Option Commencement Date to the Grantor at the address specified in Section 12.
5. **Termination by Grantee or Grantor.** The Grantee shall have the right at any time, upon written notice to the Grantor, to terminate this Agreement in the event that the Grantee, acting reasonably, determines that the Property is not suitable for the Project. The Grantor shall have the right to terminate this Agreement if: (i) a material default in the performance of the Grantee's obligation under this Agreement shall have occurred and remains uncured; (ii) the Grantor notifies the Grantee in writing of the default, which notice sets forth in reasonable detail the facts pertaining to the default; and (iii) the default is not remedied within 60 days from the date of such written notice or such longer period as is reasonably required to cure the default, provided the Grantee is diligently prosecuting a cure and has provided written notice to the Grantor prior to the 60 day expiry of the steps being taken to cure the default (iv) Grantee shall make an assignment for the benefit of creditors or become bankrupt or insolvent or take the benefit of any statute for bankrupt or insolvent debtors or make any proposal, assignment, arrangement or compromise with its creditors or, if any steps are taken or action or proceedings commenced by any person for the dissolution, winding-up or other termination of Grantee's existence or liquidation of its assets. In no case is any Option Consideration paid by the Grantee to the Grantor refundable.
6. **Use and Access.** During the Term, the Grantor hereby grants to the Grantee the unfettered and irrevocable right and license to enter upon the Property, including access routes, for the purpose of conducting soil tests, inspections, surveys and environmental studies, that may be required for the purposes of the Project in the opinion of the Grantee, acting reasonably. The Grantee shall conduct operations on the Property in a good and workmanlike manner and will coordinate its activities with the Grantor as required. Upon termination of this Agreement pursuant to clause 5 the Property must be restored to the condition existing prior to any soil tests, inspections, surveys and environmental studies.
7. **Exclusivity.** The Grantor agrees that throughout the Term the Grantor will not enter into any discussion with a third party in respect of an agreement, license, lease, or permit use or occupancy of the Property or any portion thereof on terms which permit any party other than the Grantee to erect, construct or operate any development or any other machinery, equipment, structure or works associated with any development.

Schedule "A" to By-law 2017-106

8. **Grantee's Covenants.** The Grantee covenants with the Grantor to respect the Grantor's use of the Property and access routes during the Term and to restore any disrupted portion of the Property and access routes which may occur as a result of the Grantee's use of the Property and access routes. The Grantee will reimburse the Grantor for any reasonable crop or other damage on the Property and access routes caused by the Grantee's use of the Property and access routes. Any costs for soil tests, survey and environmental studies are the sole responsibility of the Grantee.
9. **Grantor's Covenants.** The Grantor covenants with the Grantee that is the registered and beneficial owner of the Property and that it is has the right to enter into this Agreement.
10. **Assignment.** Subject to the Grantor's prior written consent which shall not be unreasonably withheld, the Grantee may assign this Agreement to any person or other legal entity designated by the Grantee , provided such assignee agrees to be bound by the terms of this Agreement and provided written notice of assignment is provided to the Grantor. Prior to the exercise of the Option, this Agreement may be assigned by the Grantor to any person obtaining ownership of the Property upon such assignee agreeing to be bound by the terms of this Agreement.
11. **Default.** Neither Party shall be considered in default in the performance of its obligations under this Agreement to the extent that the performance of such obligations or any of them is delayed by *force majeure*; provided that a *force majeure* shall not relieve any Party from any obligation to make any monetary payments required under this Agreement; and further provided, that the Grantee shall not be considered in default in the performance of any of its obligations under this Agreement or otherwise unless and until the Grantor has by written notice notified the Grantee of such default and the Grantee has failed to commence to remedy such default within the period of sixty (60) days next following the date of such notification, or such longer period of time as may be reasonably required by the Grantee in the circumstances to remedy such default.
12. **Notices.** Any notice, direction, communication, or other instrument required or permitted to be given to either Party pursuant to the provisions of this Agreement shall be in writing and shall be sufficiently given if delivered personally, couriered, or emailed to such Party, as follows:

If to Grantor:

Address: Township of Southgate
185667 Grey County Road 9, RR1, Dundalk ON N0C1B0
Attention: David Milliner, CAO
Telephone: 519 923 2110
Email: dmilliner@southgate.ca

with copy to:

Address: Stutz Brown & Self Professional Corporation
269 Broadway
Orangeville, ON L9W 1K8

Schedule "A" to By-law 2017-106

Attention: Stephen Christie
Telephone: 519 941 7500
Email: schristie@sbslaw.ca

If to Grantee:

Address: Petawawa Biofuel LP
PO Box 15 Orangeville ON L9W2Z5
Attention: Director
Telephone: 416 209 7351
Email: mbell@petawawacorp.com

with copy to:

Address: Aird & Berlis LLP
Brookfield Place
181 Bay Street, Suite 1800 • Box 754
Toronto ON • M5J 2T9
Attention: Scott Stoll
Telephone: 416-865-4703
Email: ssoll@airdberlis.com and areynolds@airdberlis.com

Notice shall be effective upon personal delivery, receipt of delivery notice if by email, or delivering the same to a commercial courier, as permitted above.

13. **Further Assurances.** The Grantor and the Grantee hereby agree that they will act in good faith in the application of the terms and conditions of this Agreement and each do and perform all such acts and things and execute all such deeds, documents and writings and give all such assurances as may be necessary to give effect to this Agreement. All costs of the Grantor in providing any further assurances, including but not limited to legal costs, shall be the responsibility of the Grantee. In the event that a dispute arises with respect to the interpretation or implementation of this Option, each Party shall be responsible for their own respective legal costs in connection therewith.
14. **Confidentiality.** Subject to the Grantor's obligations under all applicable laws including the *Municipal Freedom of Information and Protection of Privacy Act*, each Party shall hold confidential the terms and content of this Agreement.
15. **Governing Law.** This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
16. **Severability.** If any provision or obligation contained in this Agreement, or the application thereof to any person or circumstance shall to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such provision or

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obligation to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each provision or obligation of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

17. **Enurement.** This Agreement and everything herein contained shall enure to the benefit of and be binding upon the Grantor, its heirs, executors, administrators, and assigns and upon the Grantee, its administrators, successors and assigns.
18. **Entire Understanding.** This Agreement, including any Schedules and attachments, shall constitute the entire agreement between the Grantee and the Grantor and it shall supersede all prior agreements, understandings, negotiations and discussions with respect thereto and there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property or supported hereby other than as expressed herein in writing.
19. **Registration.** The Grantor hereby agrees that the Grantee may, at its option and at its sole cost and expense, register notice of option to purchase on title to the Property, and the Grantor hereby covenants and agrees to execute, at no further cost or condition to the Grantee, such further and other instruments and documents as may reasonably be required by the Grantee to effect registration of this Agreement or notice thereof. If this Agreement is terminated the Grantor is authorized to delete all registration documentation.
20. **No Deemed Waiver.** Failure by any Party to exercise or enforce any of the terms or conditions hereof will not constitute or be deemed a waiver of that Party's rights hereunder to enforce each and every term and condition hereof. The failure of any Party to insist upon a strict performance of any of the terms and provisions hereof will not be deemed a waiver of any subsequent breach or default in the terms or provisions hereof.
21. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original or email PDF form and the Parties adopt any signatures received by such as original signatures of the Parties; provided, however, that any Party providing its signature in such manner shall promptly forward to the other Party any original of the signed copy of this Agreement which was so delivered.
22. **Acknowledgment/Independent Legal Advice.** The Parties declare that they have read this Agreement, received adequate explanation of the nature of their obligations hereunder and have been advised by legal counsel or acknowledge that they have been advised to do so.

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IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above-written.

Petawawa Biofuel LP

By: 

Name: Mark Bell

Title: Director

Township of Southgate

Title: CAO

By: 

Name: David Milliner

By: 

Name: Anna-Marie Fosbrooke

SCHEDULE "A"

Legal Description of Property

PROPERTY: A five (5) acre / two (2) hectare developable part, excluding conservation authority regulated areas, Eco Park Industrial Lot []:

Proton Con 2 SWTSR Pt Lots; 235 TO 240 and RP 17R1515; Parts 1 to 4 RP 16R10439; Parts 3 and 4

PIN : To be provided by Township of Southgate

Property Size: approx 5 acres/ 2 ha

Street Address: Eco Park Way, Dundalk, ON N0C1B0

SCHEDULE "B"

**PURCHASE AND SALE AGREEMENT
(hereinafter called the "PSA")**

THIS AGREEMENT made as of the ____ day of _____, _____.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

hereinafter called the "Vendor" of the FIRST PART;

and

PETAWAWA BIOFUEL LP (BIN 270603947)

hereinafter called the "Purchaser" of the SECOND PART;

WHEREAS the Vendor is the owner, in fee simple, of lands and premises described in Schedule "A" and specifically as depicted in the aerial photo lot map and/or the reference plan in Schedule "B" (the "Property"), which Property is to be severed as per the terms of this PSA ;

AND WHEREAS the Purchaser wishes to purchase the Property from the Vendor and the Vendor desires to sell the Property to the Purchaser;

NOW THEREFORE IN CONSIDERATION of the mutual covenants and promises in this Agreement, the parties agree as follows:

**SECTION I
GENERAL**

1. In consideration of the agreement referred to in the preceding paragraph, the Purchaser shall pay a Purchase Price calculated at Twenty Seven Thousand Dollars (\$ 27,000) per acre plus HST to the Vendor, with the size of the Property to be determined by the reference plan to be prepared by the Vendor pursuant to the terms of this PSA. The Purchase Price shall be paid as follows:
 - a) Thirteen Thousand, Five Hundred Dollars (\$ 13,500) is payable by the Purchaser by certified cheque or bank draft upon execution of this Agreement, to be held on an

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interest-free basis by the Solicitor for the Vendor as a deposit pending completion of this transaction on account of the Purchase Price on completion, or if this Agreement is not completed through no fault of the Purchaser, the deposit shall be returned to the Purchaser without interest or deduction; and

- b) The balance of the Purchase Price, subject to adjustments, shall be paid to the Vendor on the Completion Date, by certified cheque or bank draft.
- 2. The Vendor, at its sole expense, shall have a draft reference plan prepared for review by the Vendor depicting the Property and shall arrange for such plan to be deposited against the title of the Property prior to the Closing Date.

**SECTION II
PURCHASE OF PROPERTY**

3. Irrevocable Date

This PSA shall be open for acceptance by the Vendor until the ____ day of _____, _____, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

4. Completion Date

- a) The closing of this transaction be completed no later than 5:00 p.m. on the ____ day of _____, _____, (the "Completion Date") at which time possession of the Property in "as is, where is" condition shall be given to the Purchaser.

5. Council Approval

- a) This transaction is subject to compliance with Section 270 of the *Municipal Act, 2001* as amended and is conditional upon the approval of this transaction by the Council of The Corporation of the Township of Southgate in its sole and absolute discretion by by-law. Council approval shall be obtained on or before the Completion Date, or this agreement will be null and void and the deposit returned without interest or deduction.

6. Documents, Reports and Information

- a) The Vendor will only produce and deliver to the Purchaser any documents, reports or information in its possession in respect to the Property. The Purchaser agrees to return all of the above documentation to the Vendor if this transaction is not completed. Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller.

SECTION III
CONDITIONS, REPRESENTATIONS AND WARRANTIES

7. "As Is" Condition

- a) The Purchaser acknowledges that they are acquiring the Property in an "as is" condition and that it must satisfy itself within fifteen (15) days of acceptance as to the Property including, but not limited to, all existing physical conditions of this Property, environmental conditions, fitness for any purpose, suitability for construction, soil bearing capacity for any building proposed, and the availability of municipal services and utilities necessary for the Purchaser's proposed use of the Property. It shall be the Purchaser's responsibility to provide, at its own expense, any soil bearing capacity tests, Conservation Authority permits or environmental inspection, as may be required or desired, and the Vendor shall grant the Purchaser access for such testing or inspection at all reasonable times, on reasonable notice, for the purpose of conducting reasonable inspections. The Purchaser acknowledges that the Vendor shall not be responsible for any physical deficiencies of this Property or for any past, present or future environmental liabilities and hereby waives any claims against the Vendor in respect of any environmental liabilities on this Property. The Purchaser agrees that once the above-noted fifteen (15) day period has expired, and so long as no notice is given that the Purchaser will not accept the Property within such time, the Purchase shall be deemed to have released the Vendor on closing with respect to matters set out in this paragraph. If the Purchaser is for any reason whatsoever dissatisfied with the Property, it shall deliver written notice to that effect to the Vendor by no later than the time specified herein, and this Agreement shall be terminated and the deposit shall be returned to the Purchaser without interest or deduction. If the Vendor is notified that the condition of the Property is not satisfactory, then the Purchaser shall, prior to receiving its deposit monies back and prior to being entitled to a full release from the Vendor with respect to this Agreement, restore the Property to its original condition as it existed prior to such testing or inspection by the Purchaser, at the Purchaser's sole expense. If the Purchaser fails to deliver written notice to the Vendor within the time specified herein regarding this condition, this condition shall be deemed to have been waived by the Purchaser.

8. Future Use

- a) The Parties acknowledge that the zoning bylaw allows industrial uses for the Property subject to the requirements of the Township of Southgate Zoning By-law, and other municipal by-laws and codes including but not limited to the Township's Site Plan Control By-law. It is the Purchaser's responsibility to confirm the Purchaser's use is compliant or if rezoning is necessary and other compliance requirements.

9. Development Covenants and Restrictions

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- a) The Property shall be subject to the development covenants and restrictions more particularly set out in Schedule "C" attached to this PSA, which shall survive the completion of this transaction and run with the Property. which covenants and restrictions may be registered on title by the Vendor and the cost of registration shall be at the expense of the Purchaser. In the event that the said covenants and restrictions are not registered on title to the Property on or before closing, the Purchaser covenants and agrees to consent to the registration of the covenants and restrictions forthwith after closing. The Purchaser agrees that they shall not transfer, assign its rights, interests, liabilities and obligations under this Agreement without obtaining the consent of the Vendor, and the Vendor may require that the proposed assignee or transferee enter into an assumption agreement in a form satisfactory to the Vendor, acting reasonably, requiring the assignee or transferee to be bound by all of the terms and conditions of this Agreement prior to the giving of any consent. In the event of such assignment or upon the Purchaser's transfer of the Property, the Purchaser's rights, interests, liabilities and obligations hereunder is released and discharged from any and all liabilities and obligations arising under and pursuant to this Agreement.

10. Property Not for Resale

- a) The Purchaser covenants that it is purchasing the Property for the construction of a building and not for resale purposes.

**SECTION IV
PRIOR TO COMPLETION DATE**

11. Purchaser May Inspect the Property

- a) Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this Offer there shall be a binding agreement of purchase and sale between Buyer and Seller.
- b) The Buyer shall have the right to inspect the property one further time prior to completion, at a mutually agreed upon time, provided that written notice is given to the Seller. The Seller agrees to provide access to the property for the purpose of this inspection.

12. Insurance

All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Vendor. Pending completion, Vendor shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Purchaser may either terminate this Agreement and have its deposit returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion.

**SECTION V
COMPLETING THE TRANSACTION**

The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller.

13. Electronic Registration

- a) The parties agree that the transaction shall be completed by electronic registration pursuant to Part III of the *Land Registration Reform Act* as amended. The parties acknowledge and agree that the delivery and release of documents may, at the discretion of the lawyer: a) not occur contemporaneously with the registration of the transfer/deed and other registerable documentation, and b) be subject to conditions whereby the lawyer receiving documents and/or money will be required to hold them in trust and not release them except in accordance with the terms of a document registration agreement between the respective lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada.

14. Survey or Reference Plan

- a) Prior to closing, the Vendor shall deposit a Reference Plan on title of the Property at its expense to provide a registerable description of the Property in accordance with the terms of this Agreement.

15. Examination of Title

Purchaser shall be allowed until 6:00 p.m. on the ____ day of _____, 2018 (Requisition Date) to examine the title to the property at his own expense and to satisfy himself that there are no outstanding work orders or deficiency notices affecting the property, and that its intended use will be lawful. Vendor hereby consents to the municipality or other governmental agencies releasing to Purchaser details of all outstanding work orders and deficiency notices affecting the property, and Vendor agrees to execute and deliver such further authorizations in this regard as Purchaser may reasonably require.

Provided that the title to the Property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this PSA and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the

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supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in this paragraph 16 any valid objection to title or to any outstanding work order or deficiency notice is made in writing to Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy or obtain insurance (Title Insurance) in favour of the Purchaser and any mortgagee, (with all related costs at the expense of the Vendor), and which Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Purchaser shall be conclusively deemed to have accepted Seller's title to the property.

16. Purchaser to Accept Easements

- a) The parties agree that after closing and during the road design and construction by the Township, additional easements and lot re-configuration may be required to address site specific conditions and such easements and re-configuration to be mutually agreed to by the parties with the cost of a final reference plan provided by the Vendor at its sole cost. The Purchaser agrees that the Vendor shall be granted and shall be able to obtain such easements or lot re-configuration at a nominal charge.

17. Adjustments

- a) The Vendor agrees that the deposit from this Purchase and Sale agreement and the deposit from the Option to Purchase Consideration, held by the Vendor shall be credited to the Purchaser in the Statement of Adjustments prepared for the Completion Date.
- b) Any rents, mortgage, interest, taxes, local improvements, water and assessment rates shall be apportioned and allowed to the Completion Date, the day itself to be apportioned to the Purchaser.

18. Harmonized Sales Tax

If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price. The Seller will not collect HST if the Buyer provides to the Seller a warranty that the Buyer is registered under the Excise Tax Act ("ETA"), together with a copy of the Buyer's ETA registration, a warranty that the Buyer shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Seller in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, Seller

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agrees to certify on or before closing that the transaction is not subject to HST. Any HST on chattels, If applicable, is not included in the Purchase Price.

**SECTION VI
MISCELLANEOUS**

19. Entire Agreement

There is no representation, warranty, collateral agreement or condition affecting this Agreement of the Property other than expressed herein.

20. Tender

- a) Any tender of documents or moneys hereunder may be made upon the solicitor acting for the party upon whom tender is desired, and it shall be sufficient that a negotiable, certified cheque may be tendered instead of cash.

21. Time of Essence

- b) Time shall be of the essence of this Agreement.

22. Planning Act

- a) This Agreement shall be effective only if the provisions of Section 50 of the *Planning Act*, R.S.O. 1990, as amended are complied with.

23. Notices

- a) All notices in this Agreement shall be in writing and shall be deemed to have been given if delivered by hand or mailed by ordinary mail, postage prepaid, addressed to the solicitor for the person to whom such notice is intended to be given at the following address:

Solicitors for the Vendor:

Stutz Brown Self Professional Corporation
269 Broadway
Orangeville, ON
L9W 1K8
Contact: Stephen Christie
Email: schristie@sbslaw.ca
Phone #: 519-941-7500
Fax #: 519-941-8381

Solicitor for the Purchaser:

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Aird & Berlis LLP
Brookfield Place
181 Bay Street, Suite 1800 • Box 754
Toronto ON • M5J 2T9
Contact: Scott Stoll
Email: ssoll@airdberlis.com and areynolds@airdberlis.com
Phone: 416-865-4703

If mailed, such notices must also be given by facsimile transmission on the date it was so mailed. If so given, such notices shall be deemed to have been received on the first business day following the date it was delivered or marked mailed out.

24. Successors and Assigns

- a) This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

25. Schedules

- a) The following Schedules shall form an integral part of this Agreement:
 - Schedule "A" Description of Property
 - Schedule "B" Aerial Lot Photo and/or Registered Plan
 - Schedule "C" Development Covenants

26. Counterparts

- a) This agreement may be signed in any number of counterparts, each of which is considered to be an original, and all of which are considered to be the same documents.

27. Severability

- a) If any provision of this Agreement, or the application thereof to any circumstances, shall be held to be invalid or unenforceable, then the remaining provisions of this Agreement, or the application thereof to other circumstances, shall not be affected, and shall be valid and enforceable.

SCHEDULE "C" to the Purchase & Sale Agreement

DEVELOPMENT COVENANTS

1. Title Control

- a) The Purchaser covenants and agrees to commence construction of a permanent building on the Property which complies with the permitted uses of the Property's zoning within two (2) years of the registration of the Purchaser's ownership of the Property and to substantially complete the construction of the said building in conformity with an approved site plan within three (3) years from the registration of the Purchaser's ownership of the Property.
- b) In the event that the Purchaser has not obtained a building permit in accordance with the provisions of subclause 1.a) above, the Purchaser may request from the Vendor, in writing, an extension of the time specified in subclause 1.a) above up to a maximum extension period of one (1) year, as the case may be (such extension, the "Extended Time") upon payment by the Purchaser to the Vendor of a performance deposit equal to ten (10%) percent of the purchase price of the Property (the "Performance Deposit"). The Performance Deposit shall be refunded to the Purchaser, without interest, upon the Purchaser's compliance with and completion of the provisions of subclause 1.a) above within the Extended Time. In the event that the Purchaser fails to complete construction within the Extended Time, then the Vendor shall, in addition to its other rights and remedies as set out herein or otherwise, be entitled to retain the Performance Deposit as liquidated damages and not as a penalty, in partial or full satisfaction of the Vendor's damages, as the case may be.
- c) If the Purchaser does not comply with the provisions of subclause 1.a) above within the periods therein specifically set out or within the Extended Time, the Purchaser, will, at the option of the Vendor by notice in writing to the Purchaser, re-convey good title to the Property to the Vendor, free and clear of all encumbrances, in consideration for payment by the Vendor to the Purchaser of 80% of the purchase price paid by the Purchaser to the Vendor for the conveyance of the Property in the first instance (the "Discounted Consideration"). The Vendor shall be allowed to deduct from the Discounted Consideration all of its reasonable costs, realty commission and legal fees incurred with respect to the original conveyance of the Property by the Vendor to the Purchaser, as well as the costs of the Vendor in re-acquiring the Property, including without limitation, realty commission, registration costs, land transfer tax, legal fees and such other costs as reasonably incurred by the Vendor therefor. The Vendor shall not be required to pay for any improvements that may have been made, constructed, installed or performed by the Purchaser on the Property.
- d) Subject to subclause 1.c) above, the Purchaser covenants that it will not sell the Property or any part thereof to any person, firm or corporation without first offering, in writing, to sell the Property to the Vendor for consideration equal to or less than the Discounted Consideration, less all of its reasonable costs, realty commission and legal fees incurred

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with respect to the original conveyance of the Property by the Vendor to the Purchaser, as well as the costs of the Vendor in re-acquiring the Property, including without limitation, realty commission, registration costs, land transfer tax, legal fees and such other costs as reasonably incurred by the Vendor therefor. The Vendor shall not be required to pay for any improvements that may have been made, constructed, installed or performed by the Purchaser on the Property. The Vendor shall have ninety (90) days from the receipt of an offer made by the Purchaser under this subclause, to accept such offer which acceptance shall be in writing. If the Vendor does not accept an offer to sell made by the Purchaser under the provisions of this subclause, the Purchaser shall have the right to transfer the Property to a third party so long as it does so within sixty (60) days from the date of the expiration of the Vendor's right to repurchase as set out herein. If the Property is not transferred within the said sixty (60) day period, no transfer of the Property will be made without again first offering to sell the Property to the Vendor on the terms as set out above. The limitation contained in this subclause, will expire upon the Purchaser fulfilling all of the building requirements as set out in subclauses 1.a) and 1.b) above.

2. Occupation of Building

- a) If the Purchaser or a lessee thereof fails to occupy the building within six (6) months after satisfying the provisions of subclauses 1.a) and 1.b) above with respect to the completion of the building, and for so long as the building remains unoccupied, beginning on the first day following the six (6) month period after satisfying the provisions of subclauses 1.a) and 1.b) above, the Purchaser shall pay to the Vendor as liquidated damages, quarterly amounts equal to the difference in Property tax between what is being paid by the Purchaser as Property tax for the Property when deemed vacant land and what would be paid as Property tax by the Purchaser for the Property if the building was occupied. If any such payment is not duly remitted by the Purchaser, interest shall be calculated on the balance owing in the same manner and shall be paid at the same rate to the Vendor as interest is calculated and paid to the Vendor on unpaid taxes.
- b) In the event that the Purchaser or the Purchaser's lessee has not occupied the building in accordance with the provisions of subclause 2.a) above, the Purchaser may request, in writing, that the Vendor extend the time for occupation of the building for a maximum period of 6 months, which request the Vendor shall review and may approve in its sole and unfettered discretion. Additional Extensions can be granted at the option of the Vendor, upon written request from the Purchaser prior to the expiry of any prior extensions granted by the Vendor.

3. Assignment of Covenants

- a) The Purchaser acknowledges and agrees that the covenants and restrictions herein shall run with the title to the Property. The Purchaser, for themselves, its successors, heirs, and assigns in title from time to time of all or any part or parts of the Property will observe and comply with the stipulations, restrictions, and provisions herein set forth (the "Restrictions"), and covenants that nothing shall be erected, fixed, placed or done upon the Property or any part thereof in breach or in violation or contrary to the Restrictions or

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the provisions of this Agreement of Purchase and Sale and that the Purchaser will require every subsequent Purchaser or every successor in title to assume and acknowledge the binding effect of this document, as well as, covenant to observe and comply with the Restrictions and other covenants herein, and the surviving provisions of this Agreement of Purchase and Sale.

4. Force Majeure

- a) If the Purchaser shall be unable to fulfill, or shall be delayed or restricted in fulfilling any of the obligations set out herein due to any act or neglect of the Vendor or any of its employees, or due to strikes, walkouts, lockouts, fire, unusual delay by common carriers, or by any other cause beyond the Purchaser's reasonable control, then the time for fulfilling any such obligations shall be extended for such reasonable time as may be required by the Purchaser to fulfill such obligation.

5. Right to Waive

- a) Notwithstanding anything herein contained, the Vendor and its successors shall have the power by instrument or instruments in writing from time to time to waive, alter or modify the herein covenants and restrictions with respect to their application to any part of the Property without notice to or approval from the Purchaser or notice to or approval from the owners of any other adjacent or nearby lands.

6. Sanitary Sewer and Water Services

- a) The Vendor shall supply access to a sewer connection for this property in the road allowance at the property line. Depending on the building elevation, sewage pumping may be required from this property.
- b) The Vendor shall supply access to a water service lateral connection for this property in the road allowance at the lot line with shut off valve. Service connections for water greater than a one (1) inch standard service connection can be provided and will be at the expense of the Purchaser.

7. Other Property Sale Site Specific Conditions

- i. The purchaser's receives Site Plan approval from the Township of Southgate and Grand River Conservation Authority.
- ii. The Purchaser requests that the Vendor provide a survey of the property.
- iii. Each Party is responsible for their own legal costs for this agreement and the other ancillary agreements.
- iv. Petawawa acknowledges that it will pay to Southgate all current and applicable development charges, building fees and other fees, if any and to pay all other current reasonable and applicable fees and charges as required by law.
- v. As a demonstration of Petawawa's support for the community and in further consideration of the covenants and obligations of Southgate as set out in this

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Agreement, Petawawa will pay to Southgate a royalty fee per tonne of incoming raw material received of C\$0.16 per tonne and pay a royalty fee of C\$0.16 per tonne for the digestate fertilizer product sold by the facility. Petawawa shall provide written quarterly reports of raw material tonnages received and digestate fertilizer product sold and shall make quarterly payments of the royalty fees to Southgate. Southgate shall have the right to audit scale or other records as required to confirm the royalty fee amounts payable. The royalty fee shall be subject to annual changes equal to the Ontario Consumer Price Index, the first such change made 12 months from the start of commercial operation of the Facility. The covenant relating to the royalty fee shall be registered on title to the Property as a restrictive covenant that binds the Property for the benefit of Southgate.

- vi. Petawawa acknowledges that it has sought and obtained its own legal advice regarding contract made by a municipality in the Province of Ontario.
- vii. Nothing in this Agreement shall be deemed to constitute the Parties as partners or each Party as the agent of the other or any other relationship whereby either could be held liable for any act or omission of the other. Neither Party shall have any authority to act for the other or to incur any obligation on behalf of the other.
- viii. Petawawa agrees to provide and maintain comprehensive general insurance including site restoration coverage as specified by MOECC in an amount not less than \$5 million with respect to the Facility naming Southgate as an additional insured and to provide promptly a certificate of such insurance coverage and all renewal certificates to Southgate's CAO. The first insurance certificate shall be forwarded to Southgate CAO not later than the commencement of construction of the Facility.
- ix. Petawawa covenants and agrees to indemnify and save harmless Southgate and its councillors officers agents and employees from and against all actions claims suits and demands of any kind whatsoever resulting from or in any way arising out of or connected with all or anything arising out of or related in these Development Covenants including without limitation reasonable legal fees and expenses save for any action claim suit or demand of any kind whatsoever arising out of the negligence or misconduct of councillors, officers, agents and employees of Southgate.
- x. No offending raw materials or digestate will be permitted onto the Facility. Petawawa agrees to take all care and act responsibly to avoid all environmental problems in accordance with the laws of the Province of Ontario and the Facility's provincial Operating Permit regulations and local municipal Site Plan regulations. In the event that the Facility is in breach of any MOECC operating permit conditions no raw material deliveries will be accepted until such time as the breach has been cured.
- xi. Petawawa acknowledges and agrees that with respect to the Property and any other land belonging to Southgate that it shall take all reasonable and prudent precautions to prevent environmental spills of organic materials or fertilizer materials being transported to or from the Facility whether by Petawawa or others contracted to do so by Petawawa. Petawawa shall take all steps and implement procedures necessary to ensure that, if any, such spills are reported and cleaned up and rehabilitation

procedures are duly performed in accordance with applicable environmental laws with prompt written reporting of all such activities to the Southgate CAO.

xii. As further conditions of the agreement the Purchaser, Petawawa Biofuel LP will be responsible for the following:

- a) Financing, construction and operation of the Facility;
- b) Obtaining all required Provincial, County, Conservation Authority and Municipal permits as required for the Facility in all cases as required with the full support assistance and facilitation of Southgate staff and Council acting reasonably and within Southgate's power to do so;
- c) Constructing and operating the Facility in accordance with Southgate Site Plan Agreements, By-laws and all other applicable legislation and regulatory requirements, such Agreements, By-Laws and regulatory requirements to include:
 - (i) An odour containment and building air filtering system that includes a bio-filter;
 - (ii) A negative pressure Facility building with indoor vehicle unloading including an indoor wash area for departing raw material vehicles;
 - (iii) The design and siting of the Facility to limit noise to nearby sensitive uses; and
 - (iv) The commitment to managing trucking contractors so that they respect speed restrictions, road use restrictions and avoid driving through downtown Dundalk where possible.
- d) Providing open houses, perform public education and perform all required statutory prescribed forums and notices to keep interested persons informed as to the progress of the Facility during permitting, construction and operation;
- e) Providing qualified local contractors and job-seekers preferential consideration;
- f) Negotiating with Southgate and other interested local municipalities including Grey County to receive and process organic materials at the Facility;
- g) Negotiating preferentially with local agricultural businesses for the provision of agricultural residual organic materials for the Facility and for the storage, transportation and application of digestate organic fertilizers;
- h) Minimizing the use of potable water resources by utilizing the adjacent waste water treatment plant water flows if appropriate and agreeable to the Parties and subject to all approvals required; and
- i) Participating if invited in the planning for Southgate's waste water treatment plant upgrades if the Facility, or upgrades to the Facility, can provide complementary waste water and/or sludge handling capacity to the benefit of Southgate's waste water treatment plant;

xiii. As further conditions of the agreement the vendor the Township of Southgate will be responsible for the following:

- a) Vending the Property fully serviced to allow Petawawa to build the Facility;

Schedule "A" to By-law 2017-106

- b) Providing and facilitating connection access to Hydro One and Enbridge utility connections utilizing the Eco Park and Ida Street road allowance rights-of-way as required;
- c) Ensuring staff support and assistance, acting reasonably and within Southgate's powers and policies to do so following usual municipal practices, to Petawawa and its engineering, environmental and construction contractors to obtain all required Provincial, County, Conservation Authority and Municipal permits licenses and approvals including By-law or zoning amendments if any as required for the Facility;
- d) Ensuring staff support and assistance, acting reasonably and within Southgate's power to do so following usual municipal practices and policies, to Petawawa and its engineering, environmental and construction contractors to obtain funding assistance from the Ontario Climate Change Solutions Deployment Corporation ("OCCSDC" or "Green Bank"), the Canada Infrastructure Bank, or other government directed financing counterparties;
- e) Facilitating the preparation and approval process for any required Site Plan Agreements following usual municipal practices;
- f) Facilitating the preparation and approval process for any required By-law amendments following usual municipal practices;
- g) Facilitating the preparation and approval process for any required Council approvals following usual municipal practices; and
- h) Informing using reasonable efforts other local municipalities and local County governments of the processing service offered by the Facility and the benefits of so utilizing the Facility.

P E T A W A W A B I O F U E L L P

Mr. David Milliner
CAO
Township of Southgate
185667 Grey Cty Rd 9, RR 1
Dundalk On N0C 1B0
Email: dmilliner@southgate.ca

Copy to:
Stutz Brown Professional Corporation
269 Broadway, Orangeville ON
Attention: Stephen Christie
Email: schristie@sbslaw.ca

April 22, 2020

Dear Dave:

Re: Option to Purchase dated 23 August 2017 -- By-Law 2017-106; and
Re: Option to Purchase Amendment -- By-Law 2019-190 (together the "Option Agreement")

Pursuant to the Option Agreement, the Grantee, Petawawa Biofuel LP, hereby provides notice to exercise the Option.

The underlying Purchase and Sale agreement provides for the deposit to be paid upon execution of the Purchase and Sale Agreement.

With the covid-19 uncertainties and delays in finalizing the financing package for the project, we request that the execution of the Purchase and Sale Agreement be deferred until not later than June 21, 2021. This date is the existing long-stop date in the Option Agreement.

All elements of the project are proceeding, albeit at a slower pace at present – financing, final design engineering, renewable natural gas sale agreement, raw material supply, and general contractor and equipment vendor negotiations. Although the weakness in the Canadian dollar has negatively affected some input equipment pricing, the general weakness in the construction sector may provide some pricing benefits to the project. Our partners are keen to proceed as soon as practicable.

Yours sincerely,

Mark Bell
Director



PETAWAWA BIOFUEL LP
PO BOX 15 ORANGEVILLE ONTARIO L9W2Z5

The Corporation of the Township of Southgate

By-law Number 2020-045

being a by-law to authorize a purchase and sale agreement between Petawawa Biofuel LP 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 Council passed resolution number 2017-655 approving the option to purchase agreement between Petawawa Biofuel LP and the Corporation of the Township of Southgate at their regular meeting held on August 2, 2017; and

Whereas Council passed by-law number 2017-106 after third reading, authorizing the entering into an option to purchase agreement between Petawawa Biofuel LP and the Corporation of the Township of Southgate at their regular meeting held on September 6, 2017; and

Whereas Council passed by-law number 2019-190, authorizing the entering into an option to purchase extension agreement between Petawawa Biofuel LP and the Corporation of the Township of Southgate at their regular meeting held on December 18, 2019; 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 a purchase and sale agreement with Petawawa Biofuel LP,

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

1. **That** the purchase and sale agreement between Petawawa Biofuel LP and the Corporation of the Township of Southgate attached hereto as Schedule B to the Option to Purchase Agreement, is hereby ratified and confirmed; and
2. **That** the Mayor and the Acting Clerk are authorized and directed to sign the agreement on behalf of the Council of the Corporation of the Township of Southgate; and
3. **That** this by-law shall come into force and effect upon the final passing hereof.

Read a first, second, and third time and finally passed this 6th day of May, 2020.

John Woodbury – Mayor

Lindsey Green – Acting Clerk

OPTION TO PURCHASE AGREEMENT

THIS AGREEMENT made as of this 18th day of December, 2019 (the "Option Commencement Date")

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE (the "**Grantor**"):

- and -

PETAWAWA BIOFUEL LP (BIN 270603947) (the "**Grantee**")

RECITALS:

A. The Grantor is the legal and beneficial owner of certain lands in the Southgate Eco-Park, Township of Southgate, Ontario (the "**Property**") as more particularly set out in Schedule "A".

B. The Grantor and the Grantee (each a "**Party**" and collectively the "**Parties**") wish to record their agreement with respect to an option to purchase the Property during the term of this Option to Purchase Agreement (the "**Agreement**").

NOW THEREFORE, THIS AGREEMENT WITNESSES THAT, in consideration of monies paid by the Grantee to the Grantor set out below, and for other good and valuable consideration (the receipt and sufficiency whereof is hereby acknowledged), the Parties hereto mutually covenant and agree as follows:

1. **Schedules.** The Schedules hereto form an integral part of this Agreement and are identified as follows:

Schedule "A": Legal Description of the Property

Schedule "B": Form of the Purchase Agreement

Schedule "C": Memorandum of Understanding

2. **Option.** The Grantor grants to the Grantee an exclusive option (the "**Option**"), irrevocable during the time period specified in Section 3, to exercise the Option for the purchase of the Property pursuant to an agreement of purchase and sale that contemplates the applicable terms hereof together with the matters set forth in Schedule "B" (the "**Purchase Agreement**") and Schedule "C" (the "**Memorandum of Understanding**"), for the purposes of constructing, operating and maintaining a renewable natural gas project (the "**Project**"), which Purchase Agreement shall be executed by the Parties within thirty (30) business days from the date the Grantee gives written notice to the Grantor of the Grantee exercise of the Option.
3. **Term of Option.** This Agreement will have a term (the "**Term**") expiring on the earlier of: (a) the execution of the Purchase Agreement, (b) 120 calendar days from the date of the granting of the Project's non-appealable Ministry of the Environment and Climate

Change operating permit or similar approval, and (c) June 21, 2021 at 5:00 p.m. local time. The Option may be exercised by the Grantee at any time during the Term, by notice in writing delivered in accordance with Section 12 herein, failing which the Option shall expire and shall be of no further force and effect (such expiry date being the “Option Expiry Date”). This Agreement shall terminate and be of no further force and effect upon failure to pay any Option Consideration on or before the respective due dates of such consideration payments.

4. **Option Consideration.** The consideration for the granting of the Option (the “**Option Consideration**”) shall be One Thousand Canadian Dollars (\$1,000), payable within ten (10) business days of the Option Commencement Date to the Grantor at the address specified in Section 12.
5. **Termination by Grantee or Grantor.** The Grantee shall have the right at any time, upon written notice to the Grantor, to terminate this Agreement in the event that the Grantee, acting reasonably, determines that the Property is not suitable for the Project. The Grantor shall have the right to terminate this Agreement if: (i) a material default in the performance of the Grantee’s obligation under this Agreement shall have occurred and remains uncured; (ii) the Grantor notifies the Grantee in writing of the default, which notice sets forth in reasonable detail the facts pertaining to the default; and (iii) the default is not remedied within 60 days from the date of such written notice or such longer period as is reasonably required to cure the default, provided the Grantee is diligently prosecuting a cure and has provided written notice to the Grantor prior to the 60 day expiry of the steps being taken to cure the default (iv) Grantee shall make an assignment for the benefit of creditors or become bankrupt or insolvent or take the benefit of any statute for bankrupt or insolvent debtors or make any proposal, assignment, arrangement or compromise with its creditors or, if any steps are taken or action or proceedings commenced by any person for the dissolution, winding-up or other termination of Grantee's existence or liquidation of its assets. In no case is any Option Consideration paid by the Grantee to the Grantor refundable.
6. **Use and Access.** During the Term, the Grantor hereby grants to the Grantee the unfettered and irrevocable right and license to enter upon the Property, including access routes, for the purpose of conducting soil tests, inspections, surveys and environmental studies, that may be required for the purposes of the Project in the opinion of the Grantee, acting reasonably. The Grantee shall conduct operations on the Property in a good and workmanlike manner and will coordinate its activities with the Grantor as required. Upon termination of this Agreement pursuant to clause 5 the Property must be restored to the condition existing prior to any soil tests, inspections, surveys and environmental studies.
7. **Exclusivity.** The Grantor agrees that throughout the Term the Grantor will not enter into any discussion with a third party in respect of an agreement, license, lease, or permit use or occupancy of the Property or any portion thereof on terms which permit any party other than the Grantee to erect, construct or operate any development or any other machinery, equipment, structure or works associated with any development.

8. **Grantee's Covenants.** The Grantee covenants with the Grantor to respect the Grantor's use of the Property and access routes during the Term and to restore any disrupted portion of the Property and access routes which may occur as a result of the Grantee's use of the Property and access routes. The Grantee will reimburse the Grantor for any reasonable crop or other damage on the Property and access routes caused by the Grantee's use of the Property and access routes. Any costs for soil tests, survey and environmental studies are the sole responsibility of the Grantee.
9. **Grantor's Covenants.** The Grantor covenants with the Grantee that is the registered and beneficial owner of the Property and that it has the right to enter into this Agreement.
10. **Assignment.** Subject to the Grantor's prior written consent which shall not be unreasonably withheld, the Grantee may assign this Agreement to any person or other legal entity designated by the Grantee, provided such assignee agrees to be bound by the terms of this Agreement and provided written notice of assignment is provided to the Grantor. Prior to the exercise of the Option, this Agreement may be assigned by the Grantor to any person obtaining ownership of the Property upon such assignee agreeing to be bound by the terms of this Agreement.
11. **Default.** Neither Party shall be considered in default in the performance of its obligations under this Agreement to the extent that the performance of such obligations or any of them is delayed by *force majeure*; provided that a *force majeure* shall not relieve any Party from any obligation to make any monetary payments required under this Agreement; and further provided, that the Grantee shall not be considered in default in the performance of any of its obligations under this Agreement or otherwise unless and until the Grantor has by written notice notified the Grantee of such default and the Grantee has failed to commence to remedy such default within the period of sixty (60) days next following the date of such notification, or such longer period of time as may be reasonably required by the Grantee in the circumstances to remedy such default.
12. **Notices.** Any notice, direction, communication, or other instrument required or permitted to be given to either Party pursuant to the provisions of this Agreement shall be in writing and shall be sufficiently given if delivered personally, couriered, or emailed to such Party, as follows:

If to Grantor:

Address: Township of Southgate
185667 Grey County Road 9, RR1, Dundalk ON N0C1B0
Attention: David Milliner, CAO
Telephone: 519 923 2110
Email: dmilliner@southgate.ca

with copy to:

Address: Stutz Brown & Self Professional Corporation
269 Broadway
Orangeville, ON L9W 1K8

Attention: Stephen Christie
Telephone: 519 941 7500
Email: schristie@sbslaw.ca

If to Grantee:

Address: Petawawa Biofuel LP
PO Box 15 Orangeville ON L9W2Z5
Attention: Director
Telephone: 416 209 7351
Email: mbell@petawawacorp.com

with copy to:

Address: Aird & Berlis LLP
Brookfield Place
181 Bay Street, Suite 1800 • Box 754
Toronto ON • M5J 2T9
Attention: Scott Stoll
Telephone: 416-865-4703
Email: ssoll@airdberlis.com and areynolds@airdberlis.com

Notice shall be effective upon personal delivery, receipt of delivery notice if by email, or delivering the same to a commercial courier, as permitted above.

13. **Further Assurances.** The Grantor and the Grantee hereby agree that they will act in good faith in the application of the terms and conditions of this Agreement and each do and perform all such acts and things and execute all such deeds, documents and writings and give all such assurances as may be necessary to give effect to this Agreement. All costs of the Grantor in providing any further assurances, including but not limited to legal costs, shall be the responsibility of the Grantee. In the event that a dispute arises with respect to the interpretation or implementation of this Option, each Party shall be responsible for their own respective legal costs in connection therewith.
14. **Confidentiality.** Subject to the Grantor's obligations under all applicable laws including the *Municipal Freedom of Information and Protection of Privacy Act*, each Party shall hold confidential the terms and content of this Agreement.
15. **Governing Law.** This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
16. **Severability.** If any provision or obligation contained in this Agreement, or the application thereof to any person or circumstance shall to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such provision or

obligation to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each provision or obligation of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

17. **Enurement.** This Agreement and everything herein contained shall enure to the benefit of and be binding upon the Grantor, its heirs, executors, administrators, and assigns and upon the Grantee, its administrators, successors and assigns.
18. **Entire Understanding.** This Agreement, including any Schedules and attachments, shall constitute the entire agreement between the Grantee and the Grantor and it shall supersede all prior agreements, understandings, negotiations and discussions with respect thereto and there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property or supported hereby other than as expressed herein in writing.
19. **Registration.** The Grantor hereby agrees that the Grantee may, at its option and at its sole cost and expense, register notice of option to purchase on title to the Property, and the Grantor hereby covenants and agrees to execute, at no further cost or condition to the Grantee, such further and other instruments and documents as may reasonably be required by the Grantee to effect registration of this Agreement or notice thereof. If this Agreement is terminated the Grantor is authorized to delete all registration documentation.
20. **No Deemed Waiver.** Failure by any Party to exercise or enforce any of the terms or conditions hereof will not constitute or be deemed a waiver of that Party's rights hereunder to enforce each and every term and condition hereof. The failure of any Party to insist upon a strict performance of any of the terms and provisions hereof will not be deemed a waiver of any subsequent breach or default in the terms or provisions hereof.
21. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original or email PDF form and the Parties adopt any signatures received by such as original signatures of the Parties; provided, however, that any Party providing its signature in such manner shall promptly forward to the other Party any original of the signed copy of this Agreement which was so delivered.
22. **Acknowledgment/Independent Legal Advice.** The Parties declare that they have read this Agreement, received adequate explanation of the nature of their obligations hereunder and have been advised by legal counsel or acknowledge that they have been advised to do so.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above-written.

Petawawa Biofuel LP

By: ***Original Signed By*** _____
Name: Mark Bell
Title: Director

The Corporation of the Township of Southgate

By: ***Original Signed By*** _____
Name: John Woodbury
Title: Mayor

By: ***Original Signed By*** _____
Title: CAO
Name: David Milliner

SCHEDULE “A”

Legal Description of Property

PROPERTY: A five (5) acre / two (2) hectare developable part, excluding conservation authority regulated areas, Eco Park Industrial Lot []:

Proton Con 2 SWTSR Pt Lots; 235 TO 240 and RP 17R1515; Parts 1 to 4 RP 16R10439; Parts 3 and 4

so identified on the map attached.

PIN : To be provided by Township of Southgate

Property Size: approx 5 acres/ 2 ha

Street Address: Eco Park Way, Dundalk, ON N0C1B0

SCHEDULE “B”

**PURCHASE AND SALE AGREEMENT
(hereinafter called the “PSA”)**

THIS AGREEMENT made as of the 6th day of May, 2020.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

hereinafter called the “Vendor” of the FIRST PART;

and

PETAWAWA BIOFUEL LP (BIN 270603947)

hereinafter called the “Purchaser” of the SECOND PART;

WHEREAS the Vendor is the owner, in fee simple, of lands and premises described in Schedule “A” and specifically as depicted in the aerial photo lot map and/or the reference plan in Schedule “B” (the “Property”), which Property is to be severed as per the terms of this PSA ;

AND WHEREAS the Purchaser wishes to purchase the Property from the Vendor and the Vendor desires to sell the Property to the Purchaser;

NOW THEREFORE IN CONSIDERATION of the mutual covenants and promises in this Agreement, the parties agree as follows:

**SECTION I
GENERAL**

1. In consideration of the agreement referred to in the preceding paragraph, the Purchaser shall pay a Purchase Price calculated at Twenty Seven Thousand Dollars (\$ 27,000) per acre to the Vendor, with the size of the Property to be determined by the reference plan to be prepared by the Vendor pursuant to the terms of this PSA. The Purchase Price shall be paid as follows:
 - a) Thirteen Thousand, Five Hundred Dollars (\$ 13,500) is payable by the Purchaser by certified cheque or bank draft upon execution of this Agreement, to be held on an

interest-free basis by the Solicitor for the Vendor as a deposit pending completion of this transaction on account of the Purchase Price on completion, or if this Agreement is not completed through no fault of the Purchaser, the deposit shall be returned to the Purchaser without interest or deduction; and

- b) The balance of the Purchase Price, subject to adjustments, shall be paid to the Vendor on the Completion Date, by certified cheque or bank draft.
2. The Vendor, at its sole expense, shall have a draft reference plan prepared for review by the Vendor depicting the Property and shall arrange for such plan to be deposited against the title of the Property prior to the Closing Date.

SECTION II PURCHASE OF PROPERTY

3. Irrevocable Date

This PSA shall be open for acceptance by the Vendor until the 31st day of December, 2020, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

4. Completion Date

- a) The closing of this transaction be completed no later than 5:00 p.m. on the 21st day of June, 2021, (the "Completion Date") at which time possession of the Property in "as is, where is" condition shall be given to the Purchaser.

5. Council Approval

- a) This transaction is subject to compliance with Section 270 of the *Municipal Act, 2001* as amended and is conditional upon the approval of this transaction by the Council of The Corporation of the Township of Southgate in its sole and absolute discretion by by-law. Council approval shall be obtained on or before the Completion Date, or this agreement will be null and void and the deposit returned without interest or deduction.

6. Documents, Reports and Information

- a) The Vendor will only produce and deliver to the Purchaser any documents, reports or information in its possession in respect to the Property. The Purchaser agrees to return all of the above documentation to the Vendor if this transaction is not completed. Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller.

SECTION III

CONDITIONS, REPRESENTATIONS AND WARRANTIES

7. “As Is” Condition

- a) The Purchaser acknowledges that they are acquiring the Property in an “as is” condition and that it must satisfy itself within fifteen (15) days of acceptance as to the Property including, but not limited to, all existing physical conditions of this Property, environmental conditions, fitness for any purpose, suitability for construction, soil bearing capacity for any building proposed, and the availability of municipal services and utilities necessary for the Purchaser’s proposed use of the Property. It shall be the Purchaser’s responsibility to provide, at its own expense, any soil bearing capacity tests, Conservation Authority permits or environmental inspection, as may be required or desired, and the Vendor shall grant the Purchaser access for such testing or inspection at all reasonable times, on reasonable notice, for the purpose of conducting reasonable inspections. The Purchaser acknowledges that the Vendor shall not be responsible for any physical deficiencies of this Property or for any past, present or future environmental liabilities and hereby waives any claims against the Vendor in respect of any environmental liabilities on this Property. The Purchaser agrees that once the above-noted fifteen (15) day period has expired, and so long as no notice is given that the Purchaser will not accept the Property within such time, the Purchase shall be deemed to have released the Vendor on closing with respect to matters set out in this paragraph. If the Purchaser is for any reason whatsoever dissatisfied with the Property, it shall deliver written notice to that effect to the Vendor by no later than the time specified herein, and this Agreement shall be terminated and the deposit shall be returned to the Purchaser without interest or deduction. If the Vendor is notified that the condition of the Property is not satisfactory, then the Purchaser shall, prior to receiving its deposit monies back and prior to being entitled to a full release from the Vendor with respect to this Agreement, restore the Property to its original condition as it existed prior to such testing or inspection by the Purchaser, at the Purchaser’s sole expense. If the Purchaser fails to deliver written notice to the Vendor within the time specified herein regarding this condition, this condition shall be deemed to have been waived by the Purchaser.

8. Future Use

- a) The Parties acknowledge that the zoning bylaw allows industrial uses for the Property subject to the requirements of the Township of Southgate Zoning By-law, and other municipal by-laws and codes including but not limited to the Township’s Site Plan Control By-law. It is the Purchaser’s responsibility to confirm the Purchaser’s use is compliant or if rezoning is necessary and other compliance requirements.

9. Development Covenants and Restrictions

- a) The Property shall be subject to the development covenants and restrictions more particularly set out in Schedule "C" attached to this PSA, which shall survive the completion of this transaction and run with the Property. which covenants and restrictions may be registered on title by the Vendor and the cost of registration shall be at the expense of the Purchaser. In the event that the said covenants and restrictions are not registered on title to the Property on or before closing, the Purchaser covenants and agrees to consent to the registration of the covenants and restrictions forthwith after closing. The Purchaser agrees that they shall not transfer, assign its rights, interests, liabilities and obligations under this Agreement without obtaining the consent of the Vendor, and the Vendor may require that the proposed assignee or transferee enter into an assumption agreement in a form satisfactory to the Vendor, acting reasonably, requiring the assignee or transferee to be bound by all of the terms and conditions of this Agreement prior to the giving of any consent. In the event of such assignment or upon the Purchaser's transfer of the Property, the Purchaser's rights, interests, liabilities and obligations hereunder is released and discharged from any and all liabilities and obligations arising under and pursuant to this Agreement.

10. Property Not for Resale

- a) The Purchaser covenants that it is purchasing the Property for the construction of a building and not for resale purposes.

SECTION IV PRIOR TO COMPLETION DATE

11. Purchaser May Inspect the Property

- a) Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this Offer there shall be a binding agreement of purchase and sale between Buyer and Seller.
- b) The Buyer shall have the right to inspect the property one further time prior to completion, at a mutually agreed upon time, provided that written notice is given to the Seller. The Seller agrees to provide access to the property for the purpose of this inspection.

12. Insurance

All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Vendor. Pending completion, Vendor shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Purchaser may either terminate this Agreement and

have its deposit returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion.

SECTION V COMPLETING THE TRANSACTION

The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller.

13. Electronic Registration

- a) The parties agree that the transaction shall be completed by electronic registration pursuant to Part III of the *Land Registration Reform Act* as amended. The parties acknowledge and agree that the delivery and release of documents may, at the discretion of the lawyer: a) not occur contemporaneously with the registration of the transfer/deed and other registerable documentation, and b) be subject to conditions whereby the lawyer receiving documents and/or money will be required to hold them in trust and not release them except in accordance with the terms of a document registration agreement between the respective lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada.

14. Survey or Reference Plan

- a) Prior to closing, the Vendor shall deposit a Reference Plan on title of the Property at its expense to provide a registerable description of the Property in accordance with the terms of this Agreement.

15. Examination of Title

Purchaser shall be allowed until 6:00 p.m. on the 30th day of June, 2020 (Requisition Date) to examine the title to the property at his own expense and to satisfy himself that there are no outstanding work orders or deficiency notices affecting the property, and that its intended use will be lawful. Vendor hereby consents to the municipality or other governmental agencies releasing to Purchaser details of all outstanding work orders and deficiency notices affecting the property, and Vendor agrees to execute and deliver such further authorizations in this regard as Purchaser may reasonably require.

Provided that the title to the Property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this PSA and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied

with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in this paragraph 16 any valid objection to title or to any outstanding work order or deficiency notice is made in writing to Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy or obtain insurance (Title Insurance) in favour of the Purchaser and any mortgagee, (with all related costs at the expense of the Vendor), and which Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Purchaser shall be conclusively deemed to have accepted Seller's title to the property.

16. Purchaser to Accept Easements

- a) The parties agree that after closing and during the road design and construction by the Township, additional easements and lot re-configuration may be required to address site specific conditions and such easements and re-configuration to be mutually agreed to by the parties with the cost of a final reference plan provided by the Vendor at its sole cost. The Purchaser agrees that the Vendor shall be granted and shall be able to obtain such easements or lot re-configuration at a nominal charge.

17. Adjustments

- a) The Vendor agrees that the deposit from this Purchase and Sale agreement and the deposit from the Option to Purchase Consideration, held by the Vendor shall be credited to the Purchaser in the Statement of Adjustments prepared for the Completion Date.
- b) Any rents, mortgage, interest, taxes, local improvements, water and assessment rates shall be apportioned and allowed to the Completion Date, the day itself to be apportioned to the Purchaser.

18. Harmonized Sales Tax

If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price. The Seller will not collect HST if the Buyer provides to the Seller a warranty that the Buyer is registered under the Excise Tax Act ("ETA"), together with a copy of the Buyer's ETA registration, a warranty that the Buyer shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Seller in respect of any HST payable. The foregoing warranties shall not merge but shall survive the

completion of the transaction. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the transaction is not subject to HST. Any HST on chattels, If applicable, is not included in the Purchase Price.

SECTION VI MISCELLANEOUS

19. Entire Agreement

There is no representation, warranty, collateral agreement or condition affecting this Agreement of the Property other than expressed herein.

20. Tender

- a) Any tender of documents or moneys hereunder may be made upon the solicitor acting for the party upon whom tender is desired, and it shall be sufficient that a negotiable, certified cheque may be tendered instead of cash.

21. Time of Essence

- b) Time shall be of the essence of this Agreement.

22. Planning Act

- a) This Agreement shall be effective only if the provisions of Section 50 of the *Planning Act*, R.S.O. 1990, as amended are complied with.

23. Notices

- a) All notices in this Agreement shall be in writing and shall be deemed to have been given if delivered by hand or mailed by ordinary mail, postage prepaid, addressed to the solicitor for the person to whom such notice is intended to be given at the following address:

Solicitors for the Vendor:

Stutz Brown Self Professional Corporation
269 Broadway
Orangeville, ON
L9W 1K8
Contact: Stephen Christie
Email: schristie@sbslaw.ca
Phone #: 519-941-7500
Fax #: 519-941-8381

Solicitor for the Purchaser:

Aird & Berlis LLP
Brookfield Place
181 Bay Street, Suite 1800 • Box 754
Toronto ON • M5J 2T9
Contact: Scott Stoll
Email: sstoll@airdberlis.com and areynolds@airdberlis.com
Phone #: 416-865-4703

If mailed, such notices must also be given by facsimile transmission on the date it was so mailed. If so given, such notices shall be deemed to have been received on the first business day following the date it was delivered or marked mailed out.

24. Successors and Assigns

- a) This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

25. Schedules

- a) The following Schedules shall form an integral part of this Agreement:
 - Schedule “A” Description of Property
 - Schedule “B” Aerial Lot Photo and/or Registered Plan
 - Schedule “C” Development Covenants

26. Counterparts

- a) This agreement may be signed in any number of counterparts, each of which is considered to be an original, and all of which are considered to be the same documents.

27. Severability

- a) If any provision of this Agreement, or the application thereof to any circumstances, shall be held to be invalid or unenforceable, then the remaining provisions of this Agreement, or the application thereof to other circumstances, shall not be affected, and shall be valid and enforceable.

IN WITNESS WHEREOF the parties have executed this Agreement.

PETAWAWA BIOFUEL LP

Per: _____
Name
Title: _____

I have the authority to bind the
Corporation

**THE CORPORATION OF THE
TOWNSHIP OF SOUTHGATE**

Per: _____
Name
Title: Mayor

Per: _____
Name
Title: Clerk

We have the authority to bind The
Corporation of the Township of Southgate.

**Schedule “A” to
Purchase & Sale Agreement**

**Description of Property
Proposed to be Sold to Petawawa Biofuel LP**

All and singular that certain parcel of land located within the Province of Ontario, County of Grey, Township of Southgate

Southgate Eco Park Industrial lands west side of Lot 9 as identified in aerial photo map in Schedule B of the PSA document. Prior to closing and once the legal survey is deposited with the Registry Office a defined legal description will be inserted as part of this Schedule A document.

**SCHEDULE "B" to
Purchase & Sale Agreement**

Aerial Lot Photo Mapping and/or Registered Plan



**SCHEDULE “C” to
Purchase & Sale Agreement**

DEVELOPMENT COVENANTS

1. Title Control

- a) The Purchaser covenants and agrees to commence construction of a permanent building on the Property which complies with the permitted uses of the Property’s zoning within two (2) years of the registration of the Purchaser’s ownership of the Property and to substantially complete the construction of the said building in conformity with an approved site plan within three (3) years from the registration of the Purchaser’s ownership of the Property.
- b) In the event that the Purchaser has not obtained a building permit in accordance with the provisions of subclause 1.a) above, the Purchaser may request from the Vendor, in writing, an extension of the time specified in subclause 1.a) above up to a maximum extension period of one (1) year, as the case may be (such extension, the “Extended Time”) upon payment by the Purchaser to the Vendor of a performance deposit equal to ten (10%) percent of the purchase price of the Property (the “Performance Deposit”). The Performance Deposit shall be refunded to the Purchaser, without interest, upon the Purchaser’s compliance with and completion of the provisions of subclause 1.a) above within the Extended Time. In the event that the Purchaser fails to complete construction within the Extended Time, then the Vendor shall, in addition to its other rights and remedies as set out herein or otherwise, be entitled to retain the Performance Deposit as liquidated damages and not as a penalty, in partial or full satisfaction of the Vendor’s damages, as the case may be.
- c) If the Purchaser does not comply with the provisions of subclause 1.a) above within the periods therein specifically set out or within the Extended Time, the Purchaser, will, at the option of the Vendor by notice in writing to the Purchaser, re-convey good title to the Property to the Vendor, free and clear of all encumbrances, in consideration for payment by the Vendor to the Purchaser of 80% of the purchase price paid by the Purchaser to the Vendor for the conveyance of the Property in the first instance (the “Discounted Consideration”). The Vendor shall be allowed to deduct from the Discounted Consideration all of its reasonable costs, realty commission and legal fees incurred with respect to the original conveyance of the Property by the Vendor to the Purchaser, as well as the costs of the Vendor in re-acquiring the Property, including without limitation, realty commission, registration costs, land transfer tax, legal fees and such other costs as reasonably incurred by the Vendor therefor. The Vendor shall not be required to pay for any improvements that may have been made, constructed, installed or performed by the Purchaser on the Property.
- d) Subject to subclause 1.c) above, the Purchaser covenants that it will not sell the Property or any part thereof to any person, firm or corporation without first offering, in writing, to sell the Property to the Vendor for consideration equal to or less than the Discounted

Consideration, less all of its reasonable costs, realty commission and legal fees incurred with respect to the original conveyance of the Property by the Vendor to the Purchaser, as well as the costs of the Vendor in re-acquiring the Property, including without limitation, realty commission, registration costs, land transfer tax, legal fees and such other costs as reasonably incurred by the Vendor therefor. The Vendor shall not be required to pay for any improvements that may have been made, constructed, installed or performed by the Purchaser on the Property. The Vendor shall have ninety (90) days from the receipt of an offer made by the Purchaser under this subclause, to accept such offer which acceptance shall be in writing. If the Vendor does not accept an offer to sell made by the Purchaser under the provisions of this subclause, the Purchaser shall have the right to transfer the Property to a third party so long as it does so within sixty (60) days from the date of the expiration of the Vendor's right to repurchase as set out herein. If the Property is not transferred within the said sixty (60) day period, no transfer of the Property will be made without again first offering to sell the Property to the Vendor on the terms as set out above. The limitation contained in this subclause, will expire upon the Purchaser fulfilling all of the building requirements as set out in subclauses 1.a) and 1.b) above.

2. Occupation of Building

- a) If the Purchaser or a lessee thereof fails to occupy the building within six (6) months after satisfying the provisions of subclauses 1.a) and 1.b) above with respect to the completion of the building, and for so long as the building remains unoccupied, beginning on the first day following the six (6) month period after satisfying the provisions of subclauses 1.a) and 1.b) above, the Purchaser shall pay to the Vendor as liquidated damages, quarterly amounts equal to the difference in Property tax between what is being paid by the Purchaser as Property tax for the Property when deemed vacant land and what would be paid as Property tax by the Purchaser for the Property if the building was occupied. If any such payment is not duly remitted by the Purchaser, interest shall be calculated on the balance owing in the same manner and shall be paid at the same rate to the Vendor as interest is calculated and paid to the Vendor on unpaid taxes.
- b) In the event that the Purchaser or the Purchaser's lessee has not occupied the building in accordance with the provisions of subclause 2.a) above, the Purchaser may request, in writing, that the Vendor extend the time for occupation of the building for a maximum period of 6 months, which request the Vendor shall review and may approve in its sole and unfettered discretion. Additional Extensions can be granted at the option of the Vendor, upon written request from the Purchaser prior to the expiry of any prior extensions granted by the Vendor.

3. Assignment of Covenants

- a) The Purchaser acknowledges and agrees that the covenants and restrictions herein shall run with the title to the Property. The Purchaser, for themselves, its successors, heirs, and assigns in title from time to time of all or any part or parts of the Property will observe and comply with the stipulations, restrictions, and provisions herein set forth (the "Restrictions"), and covenants that nothing shall be erected, fixed, placed or done upon

the Property or any part thereof in breach or in violation or contrary to the Restrictions or the provisions of this Agreement of Purchase and Sale and that the Purchaser will require every subsequent Purchaser or every successor in title to assume and acknowledge the binding effect of this document, as well as, covenant to observe and comply with the Restrictions and other covenants herein, and the surviving provisions of this Agreement of Purchase and Sale.

4. Force Majeure

- a) If the Purchaser shall be unable to fulfill, or shall be delayed or restricted in fulfilling any of the obligations set out herein due to any act or neglect of the Vendor or any of its employees, or due to strikes, walkouts, lockouts, fire, unusual delay by common carriers, or by any other cause beyond the Purchaser's reasonable control, then the time for fulfilling any such obligations shall be extended for such reasonable time as may be required by the Purchaser to fulfill such obligation.

5. Right to Waive

- a) Notwithstanding anything herein contained, the Vendor and its successors shall have the power by instrument or instruments in writing from time to time to waive, alter or modify the herein covenants and restrictions with respect to their application to any part of the Property without notice to or approval from the Purchaser or notice to or approval from the owners of any other adjacent or nearby lands.

6. Sanitary Sewer and Water Services

- a) The Vendor shall supply access to a sewer connection for this property in the road allowance at the property line. Depending on the building elevation, sewage pumping may be required from this property.
- b) The Vendor shall supply access to a water service lateral connection for this property in the road allowance at the lot line with shut off valve. Service connections for water greater than a one (1) inch standard service connection can be provided and will be at the expense of the Purchaser.

7. Other Property Sale Site Specific Conditions

- i. The purchaser's receives Site Plan approval from the Township of Southgate and Grand River Conservation Authority.
- ii. The Purchaser requests that the Vendor provide a survey of the property.
- iii. Each Party is responsible for their own legal costs for this agreement and the other ancillary agreements.
- iv. Petawawa acknowledges that it will pay to Southgate all current and applicable development charges, building fees and other fees, if any and to pay all other current reasonable and applicable fees and charges as required by law.

- v. As a demonstration of Petawawa's support for the community and in further consideration of the covenants and obligations of Southgate as set out in this Agreement, Petawawa will pay to Southgate a royalty fee per tonne of incoming raw material received of C\$0.16 per tonne and pay a royalty fee of C\$0.16 per tonne for the digestate fertilizer product sold by the facility. Petawawa shall provide written quarterly reports of raw material tonnages received and digestate fertilizer product sold and shall make quarterly payments of the royalty fees to Southgate. Southgate shall have the right to audit scale or other records as required to confirm the royalty fee amounts payable. The royalty fee shall be subject to annual changes equal to the Ontario Consumer Price Index, the first such change made 12 months from the start of commercial operation of the Facility. The covenant relating to the royalty fee shall be registered on title to the Property as a restrictive covenant that binds the Property for the benefit of Southgate.
- vi. Petawawa acknowledges that it has sought and obtained its own legal advice regarding contract made by a municipality in the Province of Ontario.
- vii. Nothing in this Agreement shall be deemed to constitute the Parties as partners or each Party as the agent of the other or any other relationship whereby either could be held liable for any act or omission of the other. Neither Party shall have any authority to act for the other or to incur any obligation on behalf of the other.
- viii. Petawawa agrees to provide and maintain comprehensive general insurance including site restoration coverage as specified by MOECC in an amount not less than \$5 million with respect to the Facility naming Southgate as an additional insured and to provide promptly a certificate of such insurance coverage and all renewal certificates to Southgate's CAO. The first insurance certificate shall be forwarded to Southgate CAO not later than the commencement of construction of the Facility.
- ix. Petawawa covenants and agrees to indemnify and save harmless Southgate and its councillors officers agents and employees from and against all actions claims suits and demands of any kind whatsoever resulting from or in any way arising out of or connected with all or anything arising out of or related to this MOU including without limitation reasonable legal fees and expenses save for any action claim suit or demand of any kind whatsoever arising out of the negligence or misconduct of councillors, officers, agents and employees of Southgate.
- x. No offending raw materials or digestate will be permitted onto the Facility. Petawawa agrees to take all care and act responsibly to avoid all environmental problems in accordance with the laws of the Province of Ontario and the Facility's provincial Operating Permit regulations and local municipal Site Plan regulations. In the event that the Facility is in breach of any MOECC operating permit conditions no raw material deliveries will be accepted until such time as the breach has been cured.
- xi. Petawawa acknowledges and agrees that with respect to the Property and any other land belonging to Southgate that it shall take all reasonable and prudent precautions to prevent environmental spills of organic materials or fertilizer materials being transported to or from the Facility whether by Petawawa or others contracted to do so by Petawawa. Petawawa shall take all steps and implement procedures necessary

to ensure that, if any, such spills are reported and cleaned up and rehabilitation procedures are duly performed in accordance with applicable environmental laws with prompt written reporting of all such activities to the Southgate CAO.

xii. As further conditions of the agreement the Purchaser, Petawawa Biofuel LP will be responsible for the following:

- a) Financing, construction and operation of the Facility;
- b) Obtaining all required Provincial, County, Conservation Authority and Municipal permits as required for the Facility in all cases as required with the full support assistance and facilitation of Southgate staff and Council acting reasonably and within Southgate's power to do so;
- c) Constructing and operating the Facility in accordance with Southgate Site Plan Agreements, By-laws and all other applicable legislation and regulatory requirements, such Agreements, By-Laws and regulatory requirements to include:
 - (i) An odour containment and building air filtering system that includes a bio-filter;
 - (ii) A negative pressure Facility building with indoor vehicle unloading including an indoor wash area for departing raw material vehicles;
 - (iii) The design and siting of the Facility to limit noise to nearby sensitive uses; and
 - (iv) The commitment to managing trucking contractors so that they respect speed restrictions, road use restrictions and avoid driving through downtown Dundalk where possible.
- d) Providing open houses, perform public education and perform all required statutory prescribed forums and notices to keep interested persons informed as to the progress of the Facility during permitting, construction and operation;
- e) Providing qualified local contractors and job-seekers preferential consideration;
- f) Negotiating with Southgate and other interested local municipalities including Grey County to receive and process organic materials at the Facility;
- g) Negotiating preferentially with local agricultural businesses for the provision of agricultural residual organic materials for the Facility and for the storage, transportation and application of digestate organic fertilizers;
- h) Minimizing the use of potable water resources by utilizing the adjacent waste water treatment plant water flows if appropriate and agreeable to the Parties and subject to all approvals required; and
- i) Participating if invited in the planning for Southgate's waste water treatment plant upgrades if the Facility, or upgrades to the Facility, can provide complementary waste water and/or sludge handling capacity to the benefit of Southgate's waste water treatment plant;

xiii. As further conditions of the agreement the vendor the Township of Southgate will be responsible for the following:

- a) Vending the Property fully serviced to allow Petawawa to build the Facility;

- b) Providing and facilitating connection access to Hydro One and Enbridge utility connections utilizing the Eco Park and Ida Street road allowance rights-of-way as required;
- c) Ensuring staff support and assistance, acting reasonably and within Southgate's powers and policies to do so following usual municipal practices, to Petawawa and its engineering, environmental and construction contractors to obtain all required Provincial, County, Conservation Authority and Municipal permits licenses and approvals including By-law or zoning amendments if any as required for the Facility;
- d) Ensuring staff support and assistance, acting reasonably and within Southgate's power to do so following usual municipal practices and polices, to Petawawa and its engineering, environmental and construction contractors to obtain funding assistance from the Ontario Climate Change Solutions Deployment Corporation ("OCCSDC" or "Green Bank"), the Canada Infrastructure Bank, or other government directed financing counterparties;
- e) Facilitating the preparation and approval process for any required Site Plan Agreements following usual municipal practices;
- f) Facilitating the preparation and approval process for any required By-law amendments following usual municipal practices;
- g) Facilitating the preparation and approval process for any required Council approvals following usual municipal practices; and
- h) Informing using reasonable efforts other local municipalities and local County governments of the processing service offered by the Facility and the benefits of so utilizing the Facility.

**SCHEDULE “C” of
Option to Purchase Agreement**

Memorandum of Understanding

This Memorandum of Understanding ("MOU") sets out the terms and conditions the proposed renewable natural gas facility proposed by Petawawa Biofuel LP to be located on industrial lands in the Southgate Eco-Park.

The MOU is between:

The Corporation of the Township of Southgate ("Southgate")

and

Petawawa Biofuel LP ("Petawawa")

each a "Party" and together the "Parties".

In this Memorandum of Understanding ("MOU") these terms are defined as follows:

"Property": Part of Lot 9 Concession 2, Southgate Eco-Park containing 5 acres of vacant land as identified in Attachment #2 of Southgate Staff Report EDO 2017-006

"Facility": A state of the art 50,000 or thereabouts tonne capacity anaerobic organic processing facility producing pipeline quality renewable natural gas and associated organic fertilizer products.

Whereas

The purpose of this MOU is to formalize bind and record the Parties' discussion and intent over several months regarding the Facility;

Southgate has pursuant to the Municipal Act 2001 the capacity and power to promote the development and disposal of sites for industrial purposes;

Petawawa has, after conducting preliminary due diligence investigations as to the suitability of the site and gaining Southgate's support for the Facility, the intent to develop, construct and operate a state of the art Facility utilizing best practicable environmental, noise and odour abatement processes;

Petawawa intends to be a good corporate citizen by adhering to good industrial practices as set out in this MOU; and

Petawawa intends to provide supplemental income to the community by way of royalty payments as set out in this MOU.

1. Roles of the Parties

Petawawa will be responsible for:

- a) financing, construction and operation of the Facility;
- b) obtaining all required Provincial, County, Conservation Authority and Municipal permits as required for the Facility in all cases as required with the full support assistance and facilitation of Southgate staff and Council acting reasonably and within Southgate's power to do so;
- c) constructing and operating the Facility in accordance with Southgate Site Plan Agreements, By-laws and all other applicable legislation and regulatory requirements, such Agreements, By-Laws and regulatory requirements to include:
 - c.i) an odour containment and building air filtering system that includes a bio-filter;
 - c.ii) a negative pressure Facility building with indoor vehicle unloading including an indoor wash area for departing raw material vehicles;
 - c.iii) the design and siting of the Facility to limit noise to nearby sensitive uses;
 - and
 - c.iv) the commitment to managing trucking contractors so that they respect speed restrictions, road use restrictions and avoid driving through downtown Dundalk where possible.
- d) providing open houses, perform public education and perform all required statutory prescribed forums and notices to keep interested persons informed as to the progress of the Facility during permitting, construction and operation;
- e) providing qualified local contractors and job-seekers preferential consideration;
- f) negotiating with Southgate and other interested local municipalities including Grey County to receive and process organic materials at the Facility;
- g) negotiating preferentially with local agricultural businesses for the provision of agricultural residual organic materials for the Facility and for the storage, transportation and application of digestate organic fertilizers;
- h) minimizing the use of potable water resources by utilizing the adjacent waste water treatment plant water flows if appropriate and agreeable to the Parties and subject to all approvals required; and
- i) participating if invited in the planning for Southgate's waste water treatment plant upgrades if the Facility, or upgrades to the Facility, can provide complementary waste water and/or sludge handling capacity to the benefit of Southgate's waste water treatment plant;

Southgate will be responsible for:

- a) vending the Property fully serviced to allow Petawawa to build the Facility;
- b) providing and facilitating connection access to Hydro One and Enbridge utility connections utilizing the Eco Park and Ida Street road allowance rights-of-way as required;
- c) ensuring staff support and assistance, acting reasonably and within Southgate's power to do so following usual municipal practices, to Petawawa and its engineering, environmental and construction contractors to obtain all required Provincial, County, Conservation Authority and Municipal permits licenses and approvals including By-law or zoning amendments if any as required for the Facility;

- d) ensuring staff support and assistance, acting reasonably and within Southgate's power to do so following usual municipal practices, to Petawawa and its engineering, environmental and construction contractors to obtain funding assistance from the Ontario Climate Change Solutions Deployment Corporation ("OCCSDC" or "Green Bank"), the Canada Infrastructure Bank, or other government directed financing counterparties;
- e) facilitating the preparation and approval process for any required Site Plan agreements following usual municipal practices;
- f) facilitating the preparation and approval process for any required By-law amendments following usual municipal practices;
- g) facilitating the preparation and approval process for any required Council approvals following usual municipal practices; and
- h) informing using reasonable efforts other local municipalities and local County governments of the processing service offered by the Facility and the benefits of so utilizing the Facility.

2. Royalty Fee payable to Southgate

As a demonstration of Petawawa's support for the community and in further consideration of the covenants and obligations of Southgate as set out in this MOU, Petawawa will pay to Southgate a royalty fee per tonne of incoming raw material received of C\$0.16 per tonne and pay a royalty fee of C\$0.16 per tonne for the digestate fertilizer product sold by the facility. Petawawa shall provide written quarterly reports of raw material tonnages received and digestate fertilizer product sold and shall make quarterly payments of the royalty fees to Southgate. Southgate shall have the right to audit scale or other records as required to confirm the royalty fee amounts payable. The royalty fee shall be subject to annual changes equal to the Ontario Consumer Price Index, the first such change made 12 months from the start of commercial operation of the Facility. The covenant relating to the royalty fee shall be registered on title to the Property as a restrictive covenant that binds the Property for the benefit of Southgate.

3. Municipal Fees and Charges

Petawawa acknowledges that it will pay to Southgate all current reasonable and applicable development charges building fees and other fees if any and to pay all other current reasonable and applicable fees and charges as required by law.

4. Environmental Spills

Petawawa acknowledges and agrees that with respect to the Property and any other land belonging to Southgate that it shall take all reasonable and prudent precautions to prevent environmental spills of organic materials or fertilizer materials being transported to or from the Facility whether by Petawawa or others contracted to do so by Petawawa. Petawawa shall take all steps and implement procedures necessary to ensure that, if any, such spills are reported and cleaned up and rehabilitation procedures are duly performed in accordance with applicable environmental laws with prompt written reporting of all such activities to the Southgate CAO.

5. Other Environmental Matters

No offending raw materials or digestate will be permitted onto the Facility. Petawawa agrees to take all care and act responsibly to avoid all environmental problems in accordance with the laws of the Province of Ontario and the Facility's provincial Operating Permit regulations and local municipal Site Plan regulations. In the event that the Facility is in breach of any MOECC operating permit conditions no raw material deliveries will be accepted until such time as the breach has been cured.

6. Indemnity

Petawawa covenants and agrees to indemnify and save harmless Southgate and its councillors officers agents and employees from and against all actions claims suits and demands of any kind whatsoever resulting from or in any way arising out of or connected with all or anything arising out of or related to this MOU including without limitation reasonable legal fees and expenses save for any action claim suit or demand of any kind whatsoever arising out of the negligence or misconduct of councillors, officers, agents and employees of Southgate.

7. Liability Insurance

Petawawa agrees to provide and maintain comprehensive general insurance including site restoration coverage as specified by MOECC in an amount not less than \$5 million with respect to the Facility naming Southgate as an additional insured and to provide promptly a certificate of such insurance coverage and all renewal certificates to Southgate's CAO. The first insurance certificate shall be forwarded to Southgate CAO not later than the commencement of construction of the Facility.

8. No Partnership

Nothing in this MOU shall be deemed to constitute the Parties as partners or each Party as the agent of the other or any other relationship whereby either could be held liable for any act or omission of the other. Neither Party shall have any authority to act for the other or to incur any obligation on behalf of the other.

9. Acknowledgement of Independent Legal Advice

Petawawa acknowledges that it has obtained independent legal advice with respect to this MOU and technical and other professional advice as is reasonable with respect to the operation of its undertakings as described and provided for in this MOU. Petawawa acknowledges that it has sought and obtained its own legal advice regarding contract made by a municipality in the Province of Ontario.

10. Further Assurances

The Parties shall execute such further assurances and agreements as may be reasonably required from time to time to carry out the terms of this MOU. Time is of the essence in this MOU.

11. Arbitration

In the event that a dispute relating to this MOU or its implementation arise that cannot be resolved by negotiation or mediation between the parties, such disputed matters shall be submitted to arbitration and the provisions of the Arbitration Act 1991 as amended shall apply. The dispute shall be determined by an arbitrator chosen by the parties, failing which the dispute shall be determined by the award of a majority of three arbitrators, one each named by Petawawa and Southgate and the third chosen by the first two arbitrators.

12. Enurement

This MOU shall enure to the benefit of and be binding upon Southgate and Petawawa and their respective heirs and assigns.

13. Legal Costs

Each Party is responsible for their own legal costs for this agreement and the other ancillary agreements, if any, save for the indemnity provision of clause 6 herein.

14. Survival

This MOU shall survive the closing and completion of the Property purchase transaction.

In Witness Whereof the duly authorized officers of the Parties have executed this MOU.

Petawawa Biofuel LP

Per: _____

Name: Mark Bell

Title: Director

The Corporation of the Township of Southgate

Per: _____

Name: John Woodbury

Title: Mayor:

Per: _____

Name: David Milliner

Title: CAO

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 CAO2020-034

Title of Report: Fairtax Grants & Incentives Inc. Services Report

Department: Administration

Council Date: May 6, 2020

Council Recommendation:

Be it resolved that Council receive staff report CAO2020-034 as information; and
That Council consider this information and provide direction to staff on how to proceed with Fairtax Grants & Incentives Inc. and their service to provide grant funding application submissions for Government Funding.

Background:

Fairtax is an industry leader in obtaining government funding in Canada. They have a team of funding experts that understands the Federal and Provincial grants and incentive programs available to secure government funding. They have the expertise to uncovering the specific financial resources and cut through the bureaucracy and confusion of government terms and requirement of programs.

Fairtax identifies the possibilities for municipalities, securing appropriate direct funding (government grants or loans), and indirect funding (tax credits, incentives, SR&ED, and sales tax recovery). Their strategic approach efficiently guides applicants through the complete execution process by accessing municipal goals and vision into reality by maximizing government funding opportunities.

Staff Comments:

Fairtax holds an annual meeting to acquire a high-level overview and understanding of the municipality and its upcoming investment projects over the next 12 to 15 months. This information will be analyzed to identify projects that align with the funding eligibility criteria of various incentive programs.

Fairtax would then complete a specific Municipal Funding Strategy for the Township of Southgate that would highlight priority projects. The Grant Strategy document becomes a living document, updated regularly as Fairtax becomes more familiar with the Township's activities and strategic priorities. Fairtax will participate in internal Council Committee meetings where necessary to gain information and with planning for funding upcoming projects.

Once projects are identified and approved by Council to proceed, Fairtax will:

1. Research all applicable funding programs;
2. Match project expenditures with available funding programs;
3. Identify stacking & pairing opportunities;

4. Communicate with government representatives and funding agencies, as needed;
5. Prepare any communications required on the Townships behalf;
6. Complete applications for submission; and
7. Manage the compliance reporting process.

Financial Impact or Long-Term Implications

There is no financial impact to the municipality as a result of this report. Should Southgate proceed with executing a service agreement with FairTax Funding & Incentives Inc., the costs for their work is based on a percentage of the project application that are approved for funding the project being paid for their work.

Projects that could be considered for Southgate funding applications:

Short Term Projects

- Highway #10 Bypass Road and Servicing Construction Project
- Wastewater Collection System Plant Pumping Station Project
- Dundalk Water Tower
- Southgate Sideroad 49 Roadway and Bridge Upgrades

Longer Term Projects

- Wastewater Ida Street Servicing
- Dundalk Watermain Replacement Projects
- Rural Fibre Communications Projects
- Future Community Facility Requirements

Communications & Community Action Plan Impact:

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

Concluding Comments:

1. That Council receive this staff report as information.
2. That Council provide direction to staff on the future use of this service.

Respectfully Submitted,

CAO approval: Original Signed By

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

- Attachment 1 – Fairtax Funding Presentation
- Attachment 2 – Fairtax Funding Service Agreement



1

National Presence

COMPANY PROFILE

- 25+ Years of Experience
- \$250+ Million in Tax, Grants & Incentives recovered for Clients
- 30+ Staff and offices across Canada
- Operating in all Provinces
- GrantMatch Live interactive database



2

2

Service Offerings

INDIRECT FUNDING

This is a **retroactive approach**. Indirect funding is applied to past projects, activities, or expenditures. Funding is received in the form of a refund.

- Sales Tax Recovery
- Tax Credits
 - SR&ED
 - Apprenticeship Management

DIRECT FUNDING

This is a **proactive approach**. Direct funding is applied to future projects, activities, or expenditures. Funding is received at the time of the project.

- Government Grants
- Government Loans



3

3

Team Experience

SAMPLE OF OUR CLIENTS



4

4

Team Experience

SAMPLE OF OUR CLIENTS

Municipality of
Bluewater

 **Callander**
ONTARIO
Four Seasons of Reasons


Town of
East Gwillimbury

Dryden


Brockton

 MUNICIPALITY OF
West Elgin

 **Fairtax**
FUNDING & TAXATION EXPERTS

 **Ingersoll**
our heritage, your future

KAWARTHA LAKES


5

5

Team Experience

SAMPLE OF OUR CLIENTS

 **North Grenville**


"An Experience To Remember"


TOWNSHIP OF
MUSKOKA
Lakes


Niagara Region

TOWN OF
MONO 


Central Huron

 **Fairtax**
FUNDING & TAXATION EXPERTS


Orangeville
Historic Charm Dynamic Future


TOWNSHIP OF
North Dundas

6

6

City of Kawartha Lakes

SUCCESS STORY



The City of Kawartha Lakes was approved for \$750,000 from the **Low Carbon Innovation Fund** for the Carbon Neutral Affordable Housing Project.

- The City of Kawartha Lakes secured **\$750,000** in total grant funding, along with a **\$5,000,000** loan from the **Green Municipal Fund**. The total project investment was **\$5,750,000**, which was used to construct a centrally located affordable housing units that have the potential to maintain a 'net-zero energy capability'.



7

7

Municipality of Brockton

SUCCESS STORY



The Municipality of Brockton was approved for:

- **Municipal Asset Management Program - \$50,000**
- **Enabling Accessibility Fund - \$125,000**
- **Rural Economic Development Fund - \$85,000**

"The Municipality of Brockton appreciates that Fairtax Grants & Incentives presented us with funding opportunities outside of our awareness, assisting our municipality in being more successful in grant applications than ever before. Prior to our partnership with Fairtax, our Municipality was unaware of several funding opportunities available in Canada."

- Trish Serratore, Chief Financial Officer



8

8

Government Funding

THE CHALLENGE

“The government currently supports business of all types and sizes through a vast and complicated array of programming.”

– 2018 Federal Budget

THE SOLUTION

Develop a proactive grant strategy to identify, triage, and maximize government funding opportunities for your organization.



9

9

Federal & Provincial Themes



INNOVATION

Advanced Manufacturing
New Processes, Efficiencies
New Products



ENVIRONMENT

Clean Technology
Waste Water
Carbon Footprint



HUMAN CAPITAL

Skills Development
Training/Apprenticeship
Job Creation



EXPANSION

Canadian Investment
Regional Markets
Export Markets



10

10

2019 Federal Budget Highlights For Municipalities

INFRASTRUCTURE

- The government has allocated **\$2.2 billion** to address the infrastructure deficits felt by municipalities.
- The **Municipal Asset Management Capacity Fund** will also receive **\$60 million** to help small communities learn to grow and maintain infrastructure assets.

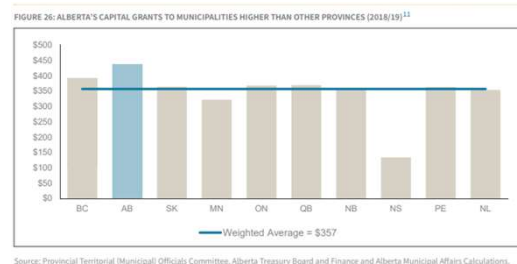
HOUSING

- The government established the **Housing Supply Challenge** with up to **\$300 million** awarded to municipalities that can reduce barriers to creating new housing.



ENERGY EFFICIENCY

- Municipalities will receive **\$1.01 billion** to increase energy efficiency.
- Part of the funds will be administered through the **Green Municipal Fund**, which will be replenished with **\$950 million** focusing on energy efficiency.



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2019 Federal Budget Highlights - Education Sector

Enhancing Supports For Apprenticeship

- Union Training and Innovation Program** – Leverages **23\$ Million** supporting the purchase of up-to-date training equipment and innovative approaches to reduce barriers limiting apprenticeship outcomes.
- Skills Canada** will receive **\$40 million** over four years, starting in 2020–21, and **\$10 million** per year ongoing.

Supporting Indigenous Post Secondary Education

- Budget 2019 will support First Nations communities by investing **\$327.5 million** over five years to renew and expand funding for the **Post-Secondary Student Support Program**.



Canada's New International Education Strategy

- The Government proposes to invest **\$147.9 million** over five years, starting in 2019–20, and **\$8.0 million** per year ongoing. These funds will be used to develop a new **International Education Strategy**.

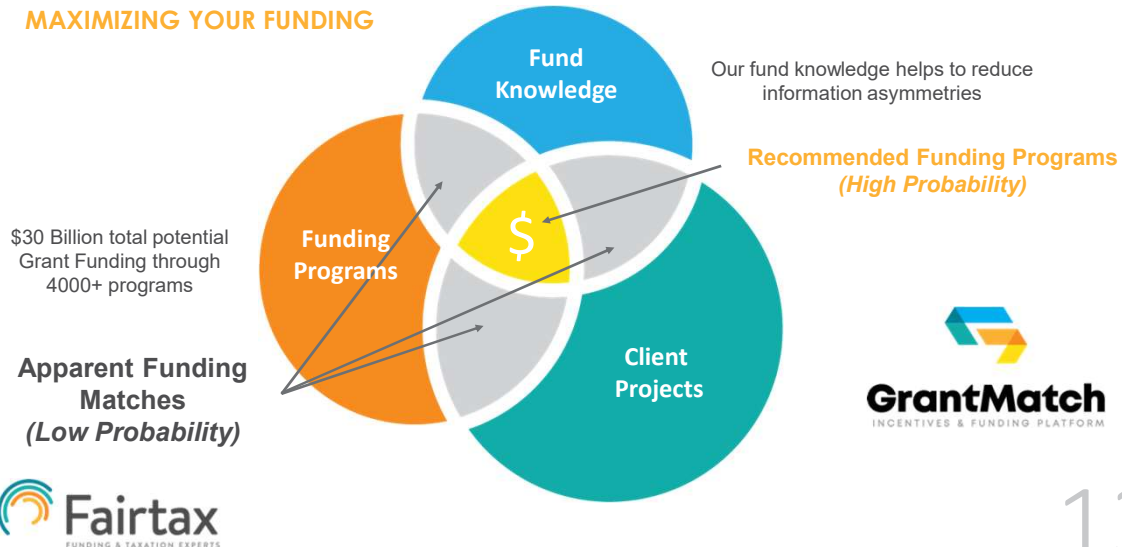
Giving Young Canadians Digital Skills

- Budget 2019 proposes to provide **\$60 million** over two years, starting in 2019–20, to support CanCode's ongoing work and help one million more young Canadians gain new digital skills.

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Grant Matching

MAXIMIZING YOUR FUNDING



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Stacking & Pairing

MAXIMIZING YOUR FUNDING



Stacking

Stacking refers to using the same project expenses to apply for funding from different programs to maximize the government contribution to a given project



Pairing

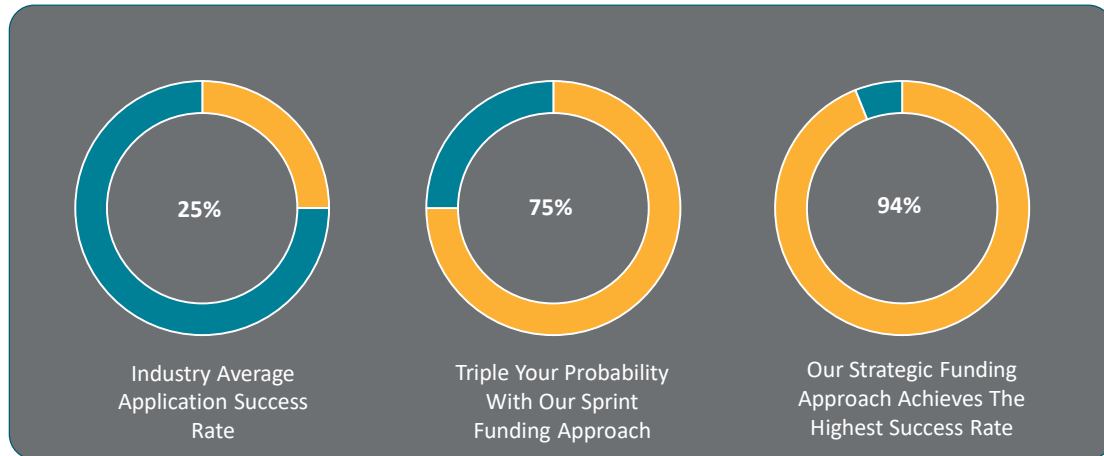
When different programs complement each other but cannot be stacked, elements of a project can be separated in order to qualify for and pair multiple funding programs



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Using Fairtax Means Success



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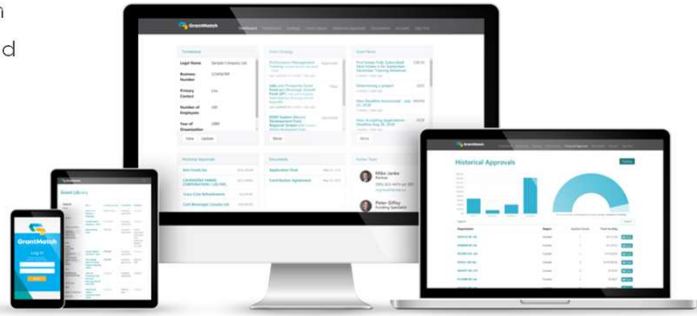
16

GrantMatch™

ABOUT THE SOFTWARE PLATFORM

Our new online software platform has been developed to help organizations design and manage a proactive funding strategy.

- Comprehensive Program Data
- Curated Grant Recommendations
- Custom Strategy Development
- Competitive Benchmarking



17

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GrantMatch™

VOLUME OF DATA

The GrantMatch™ software platform:

CONTAINS
3900+
FUNDING
PROGRAMS

CONTAINS OVER
275,000
HISTORICAL GRANT
APPROVALS

FOR

OVER
65,000
COMPANIES/
ORGANIZATIONS

TRACKS OVER
\$165
BILLION
IN GOVERNMENT FUNDING

This benchmarking data helps to reduce information asymmetries and ensures that our clients are reviewing all opportunities in funds that their competitors are utilizing.



18

18

GrantMatch™

A COMMUNITY OF ACTIVE USERS

The GrantMatch™ software platform:


SUPPORTS
600+
PROFILES USING
GRANTMATCH

CONTAINS OVER
1500
PROJECT DOCUMENTS
IN CLOUD STORAGE

FOR
1000
ACTIVE GRANT
PROJECTS

CURRENTLY MANAGES
500+
ACTIVE TASKS

As our community of active users grow, the power and functionality of the software platform improves.
GrantMatch innovation is driven by active usership and an ongoing feedback loop with our development team.



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Service Offerings

FAIRTAX FULL SERVICE CLIENT

A complete **Proactive Grant Funding Approach**.


A team of dedicated Funding Specialists and Analysts support and execute a grant funding strategy on your behalf. Benefit from our industry leading success rate.

- GrantMatch™ Software licence included.
- Fees are Contingent on Success.
 - Tiered fee structure based on funding secured

GRANTMATCH SOFTWARE LICENSE

Your team responsible for grant funding utilizes the power and functionality of **GrantMatch™** to gain a competitive advantage. Research, apply for funding and effectively manage a grant strategy using this comprehensive and purpose-built platform.


- Unlimited User Access
- Analyst Support
- Access to Industry-Leading Grant Database



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DASHBOARD VIEW

 GrantMatch

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[My GrantMatch](#)
[Profile](#)
[Grant Library](#)
[Strategy](#)
[Historical Approvals](#)
[Account](#)
[Admin](#)
[Release \[DEMO - PROFILE\] Municipality](#)

Profile

Legal Name	[DEMO - PROFILE] Municipality
Business Number	12345
Primary Contact	Joe Stevens
Number of Employees	200
Year of Organization	1902

[View](#) [Update](#)

Grant Strategy

Municipalities for Climate Innovation Program	Approved
Municipalities for Climate Innovation Program	Identified
Low Carbon Economy Challenge	Approved
Municipal GHG Challenge Fund	Withdrawing

[More](#)

Grant News

Ontario Creating Jobs in Northern Ontario's Advanced Manufacturing Sector	NSEIP
Canada to Fund Its Future Clean Economy Through The Trans Mountain Pipeline Expansion	
Manitoba's Trucking Industry Receives Boost to METI Improve Fuel Efficiency	
Federal and Provincial Governments Help Brewers to Expand Operations	CAP

[More](#)

Top 4 Tracking Historical Approvals

Bridgewater, Town of	\$4.8 million
Queens, Regional Municipality of	\$11.2 million
Lunenburg, Town of	\$7.3 million
Lunenburg, Municipality of the District of	\$6.6 million
Annapolis, Municipality of the County of	\$3.1 million


[More](#)

Recently Uploaded Documents

Phantom Cap Ex. 2018.xlsx	June 19, 2018
Phantom Growth Forecast.docx	June 19, 2018


[More](#)

Fairtax Team




Myles Braithwaite
Senior Software Developer
(416) 499-2861 ext 309
mbraithwaite@grantmatch.ca

[More](#)



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SAMPLE GRANT RECOMMENDATIONS – FILTERED VIEW

 GrantMatch

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Grant Library

Search [Saved](#)

Name

Purposes


Funding Availability
☐ Accepting Applications
☐ Closing Soon ☐ Opening Soon

Regions
☐ New Brunswick ☐ Ontario
☐ British Columbia ☐ Alberta

Sectors
☐ Municipalities, Universities, Schools, Hospitals
☐ Municipalities

Found 92 grants with a potential funding pool of \$2,552,421,600.

Program Name	Funding Amount	Availability	Deadline	Rank
Multi-Sectoral Partnerships to Promote Healthy Living and Prevent Chronic Disease	\$5.0 million	Open	Not available	★★★★★
FCM - Green Municipal Fund	\$1.5 million	Open	Aug. 1, 2019	★★★★★
Island Coastal Economic Trust - Economic Infrastructure Program	\$400,000.00	Open	Central South Island Region: May 26, 2017 Octob...	★★★★★
Opportunity Calgary Investment Fund (OCIF)	Unknown	Open	Continuous Intake with no set funding limit.	★★★★★
Federal Gas Tax Fund	\$2.0 billion	Open	Not available	★★★★☆
Ontario Business Research Institute Tax Credit (BRI)	\$4.0 million	Open	Not available	★★★★☆
Ontario Trillium Foundation - Grow Stream	\$250,000.00	Open	Not available	★★★★☆
Small Business Investor Tax Credit (SBITC)	\$250,000.00	Open	Not available	★★★★☆



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END-TO-END STRATEGY TRACKING & MANAGEMENT

GrantMatch Dashboard My GrantMatch Profile Grant Library Strategy Historical Approvals Account Admin [Release \[DEMO - PROFILE\] Municipality](#)

Strategy

Create a new project Download

In Progress Identified Writing Preliminarily Filed Filed Approved Compliance

Search for a project... [Search](#)

Project Name	Funding Program	Profile	Next Steps	Project Lead	Stage	Deadline	Grant Amount
Ontario Community Infrastructure Fund (OCIF)	Ontario Community Infrastructure Fund	[DEMO - PROFILE] Municipality	Talk to project managers to find an unsafe road or ...	Bud Thompson	Writing	Aug. 27, 2018	\$2,000,000.00
Low Carbon Economy Challenge	Low Carbon Economy Fund :: Low Carbon Economy Challenge	[DEMO - PROFILE] Municipality	Await feedback from preliminary submission	Ariel Caroline	Approved	May 13, 2018	\$550,000.00
Municipalities for Climate Innovation Program	Municipalities for Climate Innovation Program	[DEMO - PROFILE] Municipality	Propose potential project opportunities	Mike Janke	Approved	June 14, 2017	\$800.00
Communities at Risk: Security Infrastructure Program (SIP)	Communities at Risk: Security Infrastructure Program	[DEMO - PROFILE] Municipality	Review audit of community security infrastructure	Grant Masters	Writing	July 30, 2018	\$100,000.00
Going Global Innovation (GGI)	Going Global Innovation (GGI)	[DEMO - PROFILE] Municipality	Awaiting confirmation from foreign market partners	Wayne Johnson	Compliance	Sept. 14, 2018	\$75,000.00
Green Municipal Fund	FCM - Green Municipal Fund	[DEMO - PROFILE] Municipality	Move forward on brownfield restoration project	Joe Smith	Approved	Aug. 1, 2018	\$100,000.00
Municipal GHG Challenge Fund	Municipal GHG Challenge Fund	[DEMO - PROFILE] Municipality	Work with engineers to calculate GHG savings.	Joe Smith	Writing	July 13, 2018	\$750,000.00

GrantMatch
INCENTIVES & FUNDING PLATFORM

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COMPETITIVE BENCHMARKING & HISTORICAL APPROVAL DATA

GrantMatch Dashboard My GrantMatch Profile Grant Library Strategy Historical Approvals Account Admin [Release \[DEMO - PROFILE\] Municipality](#)

Historical Approvals

Tracking

You are currently accessing 69% of your average competitor's funding.

Organization	Region	Total Funding	Action
Annapolis, Municipality of the County of	Canada	\$3.1 million	% Untrack
Lunenburg, Municipality of the District of	Canada	\$6.6 million	% Untrack
Lunenburg, Town of	Canada	\$7.3 million	% Untrack
Queens, Regional Municipality of	Canada	\$11.2 million	% Untrack
IUOE Local 793	Canada	\$1.9 million	Track
New Gold	Canada	\$1.5 million	Track
TC Transcontinental Inc.	Canada	\$498,666.67	Track

GrantMatch
INCENTIVES & FUNDING PLATFORM

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Proactive Funding Process

MAXIMIZING YOUR FUNDING



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[HTTPS://GRANTMATCH.CA/](https://grantmatch.ca/)

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Grant Management Services Agreement

Between

Fairtax Grants & Incentives Inc.
(hereinafter called "Fairtax")

And

Township of Southgate
(hereinafter called "the Client")

The Parties Hereto Covenant and Agree as Follows:

1. **Services:** Fairtax will develop and manage a proactive Government Funding application process which includes grant identification, funding program matching, grant strategy development, funding application development and writing, and compliance reporting support. Fairtax is permitted to review all of the Client's relevant records and discuss with relevant staff (as directed by Client) in order to determine what, if any, possibility exists of securing Government Funding. The Client agrees to provide access to all the relevant supporting documentation necessary to complete the work in a timely manner. For example, the following types of information will be requested in order to make application submissions: Business Numbers, Articles of Incorporation, Financial Statements, Equipment Quotes Etc.
2. **Fairtax Involvement:** The Client and Fairtax agree to proceed with a review of the Client's existing and future projects with respect to potential filings. The Client retains the sole right to determine whether it will involve Fairtax in a specific Government Funding Application. Upon confirmation by Client, via email, that Fairtax will be involved in filing a Government Funding Application, Fairtax shall be entitled to fees in accordance with clause 3 of this Agreement.
3. **Service Fees:** In consideration of Fairtax providing the above services, the Client will pay, per funding application approved by the government, or government agency, a fee as follows:
 - i) **10%** on the first \$1,000,000 of Government Funding approved; and
 - ii) **5%** on the remaining Government Funding approved, greater than \$1 million

Fees are payable upon written approval. Client will retain a 25% holdback, which will be payable upon the first receipt of government funds.

The first round of compliance reporting is included in the above contingency fee rate. Should the Client require subsequent compliance reporting, Fairtax fees will be charged at a rate of \$100/hr.

Invoices are due within 30 days of invoice date. Invoices outstanding beyond 30 days will incur interest at the rate of 2% per month.

4. **No Recovery:** In the event no Government Funding approval is obtained through the above services of Fairtax, no fee shall be due or payable by the Client to Fairtax.

Client Initial _____

5. **Confidentiality:** Fairtax shall keep confidential all information disclosed by the Client and use information solely for the services provided hereunder. The Client agrees to keep confidential the terms of this Agreement as they relate specifically to fee structures, amounts and rates, as applicable.
6. **Disclosure:** Fairtax is permitted to use the Client's logo on Fairtax's marketing materials and communicate that the Client has utilized Fairtax's services. Should there be an opportunity for additional marketing material development that specifically involves the Client, Fairtax will involve and seek approval prior to marketing distribution (i.e. Letters of Reference/Support, Success Stories, or Feature Articles).
7. **Errors & Omissions:** Fairtax agrees to partner with the Client by providing ongoing grant management services for the term of the Agreement. Fairtax will not be responsible for errors or omissions and expressly disclaims any and all liability in connection with the use of these services. Fairtax will complete best efforts to maximize the Client's total Government Funding.
8. **Agreement Term:** The Client and Fairtax agree that the initial term of this Agreement is two (2) years from the date of this agreement, which shall automatically renew on an annual basis unless terminated in writing by either Fairtax or the Client with 30 days prior written notice to the other party. If Fairtax is actively developing a funding application, Fairtax shall be permitted to complete the application until it is filed and earn the associated service fees specified in clause 3.

AUTHORIZED SIGNATURE FOR THE CLIENT

AUTHORIZED SIGNATURE OF FAIRTAX

NAME, TITLE

NAME, TITLE

DATE

DATE

Appendix: A

Government Funding:

Government Funding is defined as, but is not limited to: government grants, non-repayable contributions, tax incentives, tax credits, interest free loans and/or low-interest loans.

Interest Free/Low Interest Loans Benefit Calculation:

Interest free loans and/or low-interest loans benefit calculation is as follows; the Client's current rate of borrowing for the proposed project, less the interest rate on the government loan, multiplied by the total loan amount, multiplied by length of term.

Funding Approval:

Funding Approval is defined as written approval from a government authority that specifies the approved amount.

Currency:

The currency for the Fairtax fee will be the currency of the country in which the funding is approved.

Government Failed Projects:

Should the funding not be received as a result of the Government not fulfilling its obligations as specified in the contribution agreement, the associated service fees will be based on the Client's received amounts and a balance of payments will occur if necessary.

Contingency Free Funds:

Notwithstanding any other clause in this Agreement, in the event that Fairtax identifies Government Funding for the Client where the funding program disallows contingency fee arrangements, and the Client agrees to pursue the Government Funding application in any event, the Client agrees to pay Fairtax based on the declining tiered fees outlined in Section 3 of the total grant requested. In the case of a low interest or interest free loan, the Client agrees to pay Fairtax based on the declining tiered fees outlined in Section 3 of the Interest Free/Low Interest Loans Benefit Calculation, using a net present value rate equal to Client's cost of borrowing. Such fee is not contingent and is earned and invoiced upon a full grant submission. Such fee is payable six (6) months from the submission of the grant application. Fairtax guarantees its work for any application where this clause will apply and will indemnify the Client for one hundred percent (100%) of the fee payable hereunder, should the application be declined.

Lobbying

Fairtax's employees and/or its authorized agents will not communicate directly with Public Office Holder(s) on behalf of Clients. Fairtax will not communicate with, arrange meetings with, or attempt to influence, Public Office Holders. Fairtax will not be considered a Consultant Lobbyist, will not be required to register its activities with the Lobbyist Registration System, and will, therefore, remain in compliance with the Lobbying Act.
https://lobbycanada.gc.ca/eic/site/012.nsf/eng/h_00008.html



Staff Report PL2020-010

Title of Report: PL2020-010-Bill 189 and New Planning Regulations
Department: Clerks
Branch: Planning Services
Council Date: May 6, 2020

Recommendation:

Be it resolved that Council receive Staff Report PL2020-010 for information; and
That council consider continuing to process applications and begin holding public meetings in a virtual format while the state of emergency lasts.

Background:

Following the Emergency declaration on March 17th by the Province, legislation was passed that permitted municipalities to hold virtual council meetings it was clear that there was a gap in the legislation and that it did not apply to the Planning Act.

Bill 189 makes a number of changes to legislation to resolve this issue. It makes changes to the Development Charges Act which the finance department has provided comments below.

Finance and DC Charges

"Bill 189 changes the Act governing development charges to ensure that municipal governments can continue to use their existing development charge bylaws to continue collecting development charges without having to replace expiring bylaws. Municipalities will have six months from the end of the declared emergency to replace expired development charge bylaws. Southgate's development charge by-law, By-law 2017-138, has an expiry date of November 16, 2022 unless it is repealed by Council at an earlier date. Therefore, the Bill 189 amendment to the Act amending development charges does not impact Southgate."

Bill 189 primarily changes the planning act by allowing the minister to pass regulations. As a result the minister was able to pass regulation 149/20 the same day the Bill was approved. This regulation has a number of effects on Council decisions as outlined below.

1. If a decision was made after February 26, 2020, and a notice was issued before April 15, 2020, the decision stands, but the notice is void. The notice must be re-issued "no later than 15 days after the COVID-19 emergency is terminated or disallowed."

2. If a decision was made after March 2, 2020, but a notice had not been issued (or full notice circulation was not completed) before April 15, 2020, the decision stands, and the notice can lawfully be issued up to 15 days after the COVID-19 emergency is terminated or disallowed. Any notices given prior to April 15, 2020 are deemed to have not been given.
3. If a decision on a pending application was not made prior to April 15, 2020, a decision does not need to be rendered for the duration of the state of emergency. All timelines required by the *Planning Act* for the processing of an application and the rendering of a decision are suspended until the emergency is over, after which the relevant timeline will resume. The effect of this suspension is that there can be no appeals from non-decisions until after the emergency has ended.
4. Appeal timelines that would have ended between March 17, 2020 and April 15, 2020 are deemed to have not ended, and any appeals or motions filed within that time period are deemed to have not been made or filed.
5. Where a Council or Committee does proceed to render a decision during the state of emergency, the usual *Planning Act* notice obligations and appeal timelines will apply to the decision. However, the timeline for the municipality to prepare a record and forward the appeal to the Local Planning Appeal Tribunal is suspended until the end of the state of emergency.

The Township did not pass any zoning by-laws within the stipulated period so the normal rules for circulation would apply to any decisions made moving forward on applications.

The rules for Committees of Adjustment differ slightly, but only for decisions made between February 26, 2020 and April 15, 2020. For these decisions, the secretary-treasurer must still give notice of the decision (regardless if notice has already been given), but the notice may be issued up to 10 days after the state of emergency is ended. As well, the appeal period under s. 45(12) is amended to allow appeals to be filed within 20 days after the new notice has been issued.

The Township of Southgate has one application for the Committee of Adjustment on February 26th that will require a decision to be reissued within 10 days of the emergency ending as per the above rules.

Impacts on the Township

What this means for the township is that council and committees are empowered for the duration of the state of emergency to effectively control the decision-making and appeals process under the *Planning Act*:

- After April 15, where a municipal authority wishes to render a decision and issue notice on a *Planning Act* matter during the state of emergency, it may do so.
- Where a municipal authority is unable, or chooses not, to render a decision on a *Planning Act* matter during the state of emergency, a decision need not be rendered until after the state of emergency is over. No appeal rights from a non-decision will accrue.
- If a decision is rendered during the state of emergency, it will be subject to the usual notice requirements of the *Planning Act* and will create rights of appeal. If no appeal is filed, the decision is final. If an appeal is filed, the municipal authority is not obligated to forward the appeal record to the Local Planning Appeal Tribunal until after the state of emergency has ended.

Public Meetings

With the new legislation noted above, the Province has put a pause on planning application timelines for the period of the emergency. It is at the discretion and ability of each Municipality to process applications, hold public meetings and approve applications. Municipalities have several choices with respect to handling applications:

1. They may choose to not deal with planning applications until the emergency is over and focus their resources elsewhere.
2. They may choose to advance applications up to a certain point and then leave the public meetings and decisions until the Provincial Emergency is over.
3. They may choose to hold public meetings and make decisions on all or some applications as their resources allow during the emergency. Municipalities will be allowed to use virtual and electronic methods and other acceptable means of public engagement to gather public comments beyond the traditional “meeting” setting in a council chamber.

Staff Comments and Discussion

There are pros and cons to each of these approaches. For option 1 if a Municipality chooses not to process applications there is no penalty or means of appeal. Timelines will resume once the emergency has ended. This is truly the pause option. The concern with this approach is that it can lead to a backlog of applications and once the emergency is ended businesses will be eager to start back up and get the economy moving again.

Option 2 is what the planning department is currently doing. This approach allows applications to be circulated to agencies to gain feedback. This in turn allows applicants the opportunity to address any concerns or deficiencies in their applications prior to a public meeting being scheduled. This approach allows applications to move forward to a point but still risks a backlog of applications once the emergency has ended.

Option 3 allows the Township to now begin holding public meetings and make decisions relating to planning applications utilizing various virtual and electronic means. This approach has the benefit of allowing applications to continue so that there is no backlog when the emergency is finally ended. The downside to this approach is that there is a potential for some individuals to claim that they were not able to fully participate in the public process because of lack of availability of technology for what ever reason. On that note the County of Grey is seeking legal advice from their solicitor on this issue and will be reporting back to the various Townships shortly. In my opinion, there are still other ways for an individual to participate in the planning process should they wish to do so without participating using a computer or wifi access. Public meetings can also include a call in participation which includes most residents in the Township. Written Correspondence is also still one of the most effective ways to express your comments with regard to an application and is not impacted by the meeting format. For these reasons I see little reason why the Township should not proceed to hold public meetings in a virtual format.

Additional Resources:

- Bill 189, Coronavirus Support and Protection Act: [Bill 189, Coronavirus Support and Protection Act, 2020](#)
- Reg. 149/20 can be found on the E-Laws website at: <https://www.ontario.ca/laws/regulation/200149>
- Bulletin posted on ERO describing O. Reg 149/20 - <https://ero.ontario.ca/notice/019-1653>

Concluding Comments:

Based on the above information it is recommended that the Township resume public meetings for the planning act in a virtual format.

Respectfully Submitted,

Municipal Planner: *Original Signed By*
Clinton Stredwick, BES, MCIP, RPP



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

Attachment #1 - Planning Letter for Minister Clark to Heads of Council Letter

**Ministry of
Municipal Affairs
and Housing**

Office of the Minister

777 Bay Street, 17th Floor
Toronto ON M7A 2J3
Tel.: 416 585-7000

**Ministère des
Affaires municipales
et du Logement**

Bureau du ministre

777, rue Bay, 17^e étage
Toronto ON M7A 2J3
Tél.: 416 585-7000



234-2020-902

Dear Heads of Council / Clerks and CAOs:

Nothing is more important than protecting the health and well-being of all Ontarians. Since first learning of COVID-19, Ontario has taken decisive action to stop the spread of the virus.

Our government knows that an increasing number of municipalities are responding to the COVID-19 outbreak by diverting resources to essential services, instructing non-essential staff to work from home and suspending in-person meetings. We appreciate that the current situation is not “business as usual,” and that meeting statutory timelines associated with decisions on planning applications can be difficult, if not impossible.

In response to requests from municipalities and the Association of Municipalities of Ontario, our government intends to introduce legislation in the coming weeks to allow for the suspension of specified timelines associated with land use planning matters that could be applied retroactively to the date that an emergency was declared. If passed, these changes would provide authority for the Minister of Municipal Affairs and Housing to give municipalities time to focus on the COVID-19 outbreak.

If approved, municipalities and planning boards would still be able to make decisions on land use planning matters during this time if they so desired and can consider using electronic and virtual channels as appropriate to engage and solicit feedback from the public on land use planning matters. It is vital for the economy that we move the administrative process along to the best of our collective ability in order to continue the important job of creating housing and keeping infrastructure projects moving.

Municipalities that instead wish to pause their consideration of planning applications and direct their resources and attention to more immediate priorities would be permitted to do so without the threat of appeal.

We know that such a change could have a significant effect on your municipality’s land use planning matters, but it is necessary to ensure we can all offer our full support to help our health care sector to stop the spread of COVID-19.

.../2

Our government also supports growth paying for growth and ensuring municipalities have the tools to ensure complete communities are built. Therefore, we will also be proposing amendments to the *Development Charges Act* to ensure these important principles would continue during the COVID-19 outbreak.

If passed, our proposed changes would allow municipalities to continue to use their existing development charge bylaw during the COVID-19 outbreak and for a short period thereafter. We know that if a municipality's development charge bylaw is scheduled to expire in the coming months it would be difficult to replace given the current situation. We are taking this measure to ensure municipalities can continue to count on this vital source of revenue for local infrastructure and services.

We have also extended the current Environmental Registry of Ontario posting related to community benefits charges until April 20, 2020. The extension of the Environmental Registry of Ontario posting along with the proposed development charge changes will allow municipalities more time to consider the alignment of future development charge bylaws with the new community benefits tool to support local growth.

Let me assure you that our government is working to support you, our municipal partners, and will continue to work collaboratively to keep all Ontarians safe.

Further details and information will be provided once the legislation is introduced.

Sincerely,



Steve Clark
Minister

c. Association of Municipalities of Ontario



Staff Report PL2020-011

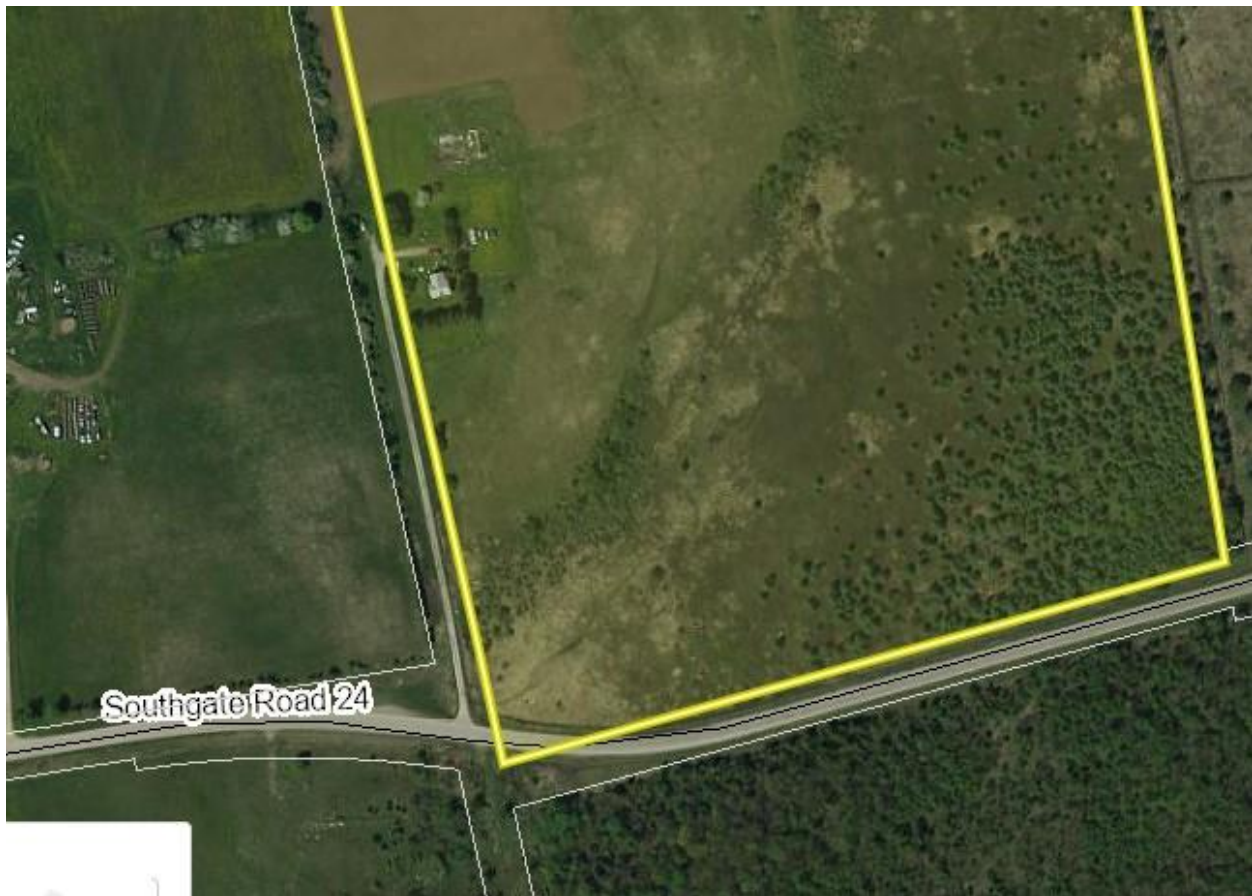
Title of Report: PL2020-011-Request to Purchase Road allowance
Department: Clerks
Branch: Planning Services
Council Date: May 6, 2020

Recommendation:

Be it resolved that Council receive Staff Report PL2020-011 for information; and
That Council consider declaring the road allowance surplus.



Marlin Weber has approached the Township to purchase the unopened road allowance known as Southgate Road 03 between Southgate Road 24 and Southgate Road 26 in Proton Township. At the Council meeting on March 18th, 2020 Council directed staff to bring forward a report regarding the road allowance. Mr. Weber's lot is highlighted above and the portion of the road allowance he is interested in is highlighted in red.



From the close-up image above, you can see that Mr Weber's Laneway was constructed in the unopened road allowance. Typically, today this would not be permitted but it is likely that this laneway predates the Township providing entrance permits for properties.

From a general planning principles perspective, it is not desirable to sell road allowances as it places the lands in private ownership, thereby closing the door on future development potential for adjacent lands and the allowance itself. Road allowances have benefits beyond future roads. A road allowance could include a new roadway for access to future development but, it can also be used as a recreational corridor for hiking, cycling, ATV, horseback riding and snowmobiles usage. A road allowance in an unopened state also provides a linkage for natural wildlife to traverse the property supporting bio diversity. The biggest benefit of keeping road allowances is the ability to create a continuous trail system that links multiple concessions from one end of the township to the other under one ownership. As an example, The Bruce trail would not be a continuous trail system without the use of road allowances from some municipalities. The CP rail trail is another example of where public ownership of large linear tracks can provide excellent trails for public use. By selling a road allowance it closes the door on the future possibilities for continuous trails in this area.

From a risk management point of view, road allowances can also represent a risk to the Township should someone get hurt using a closed road allowance. Selling it would reduce this risk however large or small that risk may be. It should also be noted that the Township is not in a position to look after "another road" and so it would not be developed except as a private road or laneway.

Concluding Comments:

The laneway has been constructed prior to any permitting by the Township. The owner is willing to purchase the road allowance and assume the maintenance of that road allowance. The road allowance is not open north or south of this portion of the road allowance being considered. There is also portions of the road allowance to the north that are Environmental Protection which would indicate that the road would not be opened in this location easily nor would a trail be feasible. Based on all the above, I am of the opinion that, it would be better to sell the road allowance in this particular case.

Respectfully Submitted,

Municipal Planner: *Original Signed By*
Clinton Stredwick, BES, MCIP, RPP



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

Attachment #1 - Staff Report CL2020-010 - Request to Purchase Road Allowance



Staff Report CL2020-010

Title of Report: CL2020-010 - Request to Purchase Road Allowance
Department: Clerks
Branch: None
Council Date: March 18, 2020

Recommendation:

Be it resolved that Council receive Staff Report CL2020-010 for information; and
That Council direct staff to proceed with **Option** ____ as outlined in this report.

Background:

On March 6, 2020, staff received correspondence from a Mr. Marlin Weber who expressed interest in purchasing road allowance from the Township as his existing laneway is currently on the road allowance that runs along an unmaintained and unopened portion of Southgate Road 03 between Southgate Road 24 and Southgate Road 26 in the former Proton Township. The maintained portion of Sideroad 03 ends where it meets Grey County Road 9 from the south between Sideroad 61 and Sideroad 07.



Staff Comments:

As this request is in the preliminary stages, and further information would need to be brought forward for Council to make an informed decision, the following are options for Council to consider at this time:

Option 1: Council does not proceed with the request and directs staff to send correspondence to Mr. Weber informing him of Council's decision to not sell the road allowance.

Option 2: Council directs staff to bring back a report outlining related future use, restrictions, encroachments, and/or any Planning implications on the subject lands and outline the appropriate process to declare the lands as surplus if Council decides to sell the road allowance.

Financial Implications:

There is no financial impact to the municipality as a result of this report. If Council proceeds to sell the road allowance the resulting sale of the property would possibly generate revenue for the Township.

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 direct staff to proceed with Option 1 or Option 2 as outlined in this report.

Respectfully Submitted,

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

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

Attachment #1: Correspondence received from Mr. Marlin Weber

The Corporation of the Township of Southgate

By-law Number 2020-039

being a by-law to establish a highway in the former
Township of Egremont (Harris Crescent)

Whereas Section 26 of the Municipal Act, 2001, as amended, provides that highways include all highways that existed on December 31, 2002 and all highways established by by-law of the municipality on and after January 1, 2003; and

Whereas Subsection 31(2) of the Municipal Act, 2001, as amended, provides that after January 1, 2003 land may only become a highway by virtue of a by-law establishing the highway and not by the activities of the municipality or any other person in relation to the land; and

Whereas the corporation is a lower-tier municipality and Subsection 11(3) of the Municipal Act, 2001, as amended, authorizes it to pass by-laws respective to matters within the highways sphere of jurisdiction; and

Whereas lands described as Harris Crescent, Plan 16M35; Together with an easement over Lot 4 Plan 16M35, Parts 5 and 6 on 16R10133 as in GY59140; Together with an easement over Lot 5 Plan 16M35, Parts 7 and 8 on 16R10133 as in GY59140, in the Township of Southgate, alternately described as Harris Crescent received final subdivision approval from the County of Grey on September 8, 2011 pursuant to Section 51(58) of the Planning Act, 1990, as amended; and

Whereas it is deemed expedient to establish a highway on lands owned by the municipality, within the former Township of Egremont,

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

1. **That** the roadway known as **Harris Crescent**, Plan 16M35; Together with an easement over Lot 4 Plan 16M35, Parts 5 and 6 on 16R10133 as in GY59140; Together with an easement over Lot 5 Plan 16M35, Parts 7 and 8 on 16R10133 as in GY59140, in the Township of Southgate, registered as Plan 16M-35 on the 9th day of September, 2011 in the Township of Southgate, County of Grey is hereby established as a highway pursuant to Section 26 of the Municipal Act, 2001, as amended; and
2. **That** the works and roadway known as **Harris Crescent**, within registered Plan 16M-35 are hereby assumed by the Corporation of the Township of Southgate; and
3. **That** By-law 2019-170 is hereby repealed; and
4. **That** this by-law shall come into force and effect on the date of its passing.

Read a first, second and third time and finally passed this 6th day of May, 2020.

John Woodbury – Mayor



Staff Report FIRE2020-007

Title of Report: FIRE2020-007- 2020 1st QUARTER UPDATE
Department: Fire
Council Date: May 6, 2020

Recommendation:

Be it resolved that Council receive Staff Report FIRE2020-003 for information.

Background:

In the 1th quarter of 2020 Dundalk Fire Department responded to 38 incidents. 6 medical assists, 9 fires, 6 vehicle collisions, 6 false alarms, 2 mutual aid calls, 1 industrial accident, 3 CO alarm calls and 4 public hazard calls.

11 Auxillary firefighters were hired and completed 90% of the recruitment training before COVID-19 regulations came into effect, postponing the final two days of practical training.

Interviews were completed for both the Volunteer Deputy Chief position, that appointed Warren Gilkes and the full time Fire Prevention Officer. The Fire Prevention Officer position will not be awarded until the Provincial state of emergency is lifted.

Fire Chief Malynyk attended 5 Grey County Chiefs Association Meetings and 1 Grey Bruce Fire Prevention Officer Association meeting. The Fire Chief attended the Ontario Fire College for a 1 week training course and successfully completed his 6 month probationary period.

Staff Comments:

Once the 11 Auxillary firefighters have completed all written tests with passing grades and have provided all documentation needed as per the Southgate hiring policy, they will be allowed to respond to certain calls. This will allow them to continue learning during COVID-19 and not lose interest in being part of the Dundalk Fire Department.

Currently the Dundalk Fire Department is divided into two platoons which are on a one week rotation schedule. This will allow the Fire Department to operate if one platoon is exposed to COVID-19 and must self isolate.

Financial Implications:

There are no financial implications 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.

Concluding Comments:

Staff recommends that Council receive Staff Report FIRE2020-007 for information on the Fire Departments activities for the 1st quarter of 2020.

Respectfully Submitted,

Dept. Head: *Original Signed By*
Derek Malynyk, Fire Chief Official

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



Staff Report CL2020-015

Title of Report: CL2020-015 - Amendments to the Police Services Act regarding Community Safety and Well-Being Plans

Department: Clerks

Branch: Legislative and Council Services

Council Date: May 6, 2020

Recommendation:

Be it resolved that Council receive Staff Report CL2020-015 for information.

Background:

On January 1, 2019, amendments to the *Police Services Act* came into effect which mandated that every municipality in Ontario must prepare and adopt a Community Safety and Well-Being (CSWB) plan by January 1, 2021.

As part of these requirements, municipalities must consult with chiefs of police and police service boards and various other sectors including health/mental education, community/social services and children/youth services as they undertake the planning process. Southgate is currently working with Grey and Bruce Counties and member municipalities to prepare a joint CSWB plan.

Staff Comments:

On April 14, 2020 the government passed the *Coronavirus (COVID-19) Support and Protection Act, 2020*, which amends the *Police Services Act*, *Planning Act* and the *Development Charges Act*.

This Act amends the *Police Services Act* to allow the Solicitor General to prescribe a new deadline for the completion and adoption of CSWB plans past January 1, 2021. The amendments came into force and effect immediately upon Royal Assent. The Solicitor General will establish a new deadline, by regulation, at a future date.

This change will help guarantee municipalities are able to meet the legislative requirements and complete their CSWB plans while also ensuring that municipalities, police services and local service providers can continue to dedicate the necessary capacity and resources to respond to the COVID-19 pandemic.

A further breakdown of amendments to both the *Planning Act* and the *Development Charges Act* as a result of Bill 189 are included in Staff Report PL2020-010, with this Council agenda package.

Financial Implications:

There are no financial implications 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.

Concluding Comments:

That Council receive this report as information.

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

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 CAO2020-035

Title of Report: Southgate CAO Update

Department: Administration

Council Date: May 6, 2020

Council Recommendation:

Be it resolved that Council receive Staff Report CAO2020-035 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:

Regular Southgate Business:

New Dundalk Community Health Centre Planning

Southgate staff have been meeting virtually with Grey County Planning, South East Grey Community Health Centre (SEGCHC) staff and their Architect to develop a workable site plan to consider building location, emergency entrance, staff parking, visitor parking, buggy parking, dedicated rail trail parking lot, rail trail public crossing, rail trail traffic calming & fencing design, community gardens, stormwater management and snow storage area.

Grey County Planning and Southgate staff are meeting separately to discuss the rail trail east property transition in Township ownership.

Asset Management Coordinator & Financial Analyst

Staff completed 3 interviews of applicants and were pleased with the success of this recruitment process to date. At the present time, the hiring of this position is on hold and will be reassessed once staff have returned to the office. All applicants interviewed have been informed of this and a tentative start date of September 1st, 2020 was used in those discussions.

Dundalk Wastewater Capacity Meetings

Staff had several meetings with our Engineers and Developers on the Wastewater Environmental Assessment (EA) progress related to capacity in the next 3, 5, 10 and 25 year growth windows. Our main focus operationally is the 3 and 5 year windows to provide short term capacity increases to support development. With that said, the Township needs the EA, from the Planning perspective, to provide the evidence of a long term solution to provide capacity, which is likely a full plant solution. If lagoon complimentary technologies emerge over the 10 or 25 year horizons, the Township can still consider and implement other more affordable solutions.

Library Planning

The Librarian CEO and Southgate CAO have been discussing the departments services and continuity of the operations. The decision has been made to layoff our 2 casual labour employees and cancel cleaning services until the library reopens to the public. Verbal discussions have taken place and letters have been sent to those employees impacted by this decision with information on government assistance they could be eligible to receive. The cleaning of employee work areas and washrooms is being looked after by our present on-site staff.

A Library Hiring Committee has also been appointed (includes a Southgate Council member, CAO & HR Coordinator) to determine and assess the present need for hiring a contract Librarian CEO position. The Committee will look at how we could possibly infill with present staff during COVID-19, the level of services required and if a hiring is required, what those timelines will be for a temporary Contracted Librarian CEO for a one year employee leave, starting in August, 2020.

Southgate Economic Development

We are working with a business that is looking for store front space that wants to relocate in Dundalk.

We also worked with Pettawawa Biofuel LP to finalize their execution of the Option to Purchase Agreement that they informed us of by letter. Separate report to Council is included in the May 6th, 2020 meeting agenda.

Staff are updating our Southgate business contacts listings to make it current. The plan is to use this contact list to provide information on COVID-19 financial assistance programs and share information of business restart and continuity in the coming weeks and months when we get the green light.

Staff are also developing information documents to assist individuals with a summary of programs and services to help individuals and businesses in the community with getting back on their feet when we come out of the present emergency conditions. We are planning now to be ready to help.

We have also acquired a Grey County EcDev helpline for businesses need assistance to contact for direction on where to go the help they need. The number is 519-372-0219 extension 1270.

Building Department

Building permit requests and inspection activity continues to be very busy. There has been no slowdown in Southgate since the April 4th, 2020 provincial deadline for no build conditions on new permits being issued. The good news story is once the province feels it is safe to restart the building construction industry, they will be ready to go and put many people back to work.

Southgate Farmers Market

The Southgate Farmers Market organizers continue to make progress at starting a virtual market service on time that will be available 24/7 for the public to access. Staff continue to support their efforts and discussions.

Southgate Community Gardens

Discussions are also taking place about the feasibility, safety and management of Community Gardens between SEGCHC, Grey Bruce Health Unit and Southgate. Decisions will be made in the coming weeks if they will proceed and how they will function.

Good Food Box

The Good Food Box program's April distribution was cancelled and the organizers are looking at the best way to proceed with the next schedule day of May 28th, 2020. It will likely be in the Dundalk Memorial Park parking lot to create distancing and a safe event in consultation with and support of the Grey Bruce Health Unit.

CAO Meetings Attended & Discussions related to COVID-19 Challenges

1. Grey County Emergency Control Group meeting on April 16, 2020
2. Administration staff meeting on April 16, 2020 (day after each Council meeting).
3. Owen Sound Chamber of Commerce Q & A meeting on April 20, 2020 with MP Alex Ruff, MPP Bill Walker and the cities Mayor Ian Boddy.
4. AMO COVID-19 webinar on the present Municipal Challenges - April 21, 2020
5. Grey County Economic Development Working Group Meeting on April 24, 2020
6. Southgate weekly Emergency Management & Department Head meetings with Mayor Woodbury attending. Starting on April 23, 2020, Krista Youngblood from Grey Bruce Public Health will be participating in our weekly meetings.
7. Discussion with County CAO about Social Services capacity in Southgate and Dundalk Food Bank
8. We have been working with the Rosalyn Centre related to essential service discussions and the increase of social distance safe housing capacity for the camp to increase their services to families in need of care for youth with Autism and special needs.
9. Southgate has again received more PPE and Hand Sanitizer from Flato Developments. To date through the Flato donations we have provided Southgate Fire Department, Southgate Waste and Roads staff, Dundalk CHC Clinic, SEGCHC, Markdale Hospital, Mount Forest Hospital, Durham Hospital and Durham Medical Clinic with PPE and sanitizer.
10. A rural shop in Southgate has developed the "EarSaver" which is a device to provide increased comfort in the wearing of facemask PPE. It is a plastic devise that rest on the back of the neck and attaches to the PPE facemask elastics. This takes the strain and long term stress off the back ear to increase comfort when using a PPE facemask.

Human Resources Information to Support Staff & Our Community

COVID-19 Information:

Southgate's Human Resources Coordinator developed a document titled "Mental Health Resources during COVID-19" to provide our staff with information related to dealing with, taking care of yourself and keeping mentally health during these

trying times. This messaging was shared with all our staff by email distribution with our last payroll.

Other Township Services and Decisions we will need to consider in 2020:

1. Further tax relief has to be a consideration versus what can the Township of Southgate operations afford and carry without interest and penalties on the County, Education and Township taxation we collect. The interest and penalties we do not charge on all 3 taxes are absorbed by the Township's portion we use as revenue.
2. Capital projects – What can we afford to proceed with? Department Managers have developed a 2020 capital projects priority list to establish what projects down on the list could be delayed for consideration in future years.
3. Status of the Dundalk Swimming pool operations for the rest of 2020 in light of social distancing challenges and the likelihood of sufficient public use.
4. Status of Campgrounds may be something we want to operate in 2020 to again maintain social distancing or if we proceed with opening the campground, we could consider reducing number of sites available to create distancing and allow access to local events only.

Financial Impact or Long-Term Implications

The financial impact as a result of this report information is unknown at this time to the 2020 Budget because of the COVID-19 pandemic.

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 CAO2020-035 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 – Mental Health Resources during COVID-19

Mental Health During COVID-19

During this time of uncertainty and constant changes, it is important to take care of your mental health.

Tips for Good Mental Health

- **Self-care:** Eat well, get enough sleep, get fresh air and exercise
- **Practice healthy thinking:** The way we think about things has a big effect on the way we feel. Focus on what you can control and not what is out of your control.
- **Manage Time:** Find time to relax and to do things you enjoy.
- **Connect:** Connecting with others is a big part of mental health. Try FaceTime, GoToMeeting, Microsoft Teams or Zoom to connect with family, friends and colleagues.
- **Be mindful of the news:** Limit what you read, watch or listen to regarding the pandemic to an hour per day and only use credible sources.



While managing COVID-19 watch for signs of MENTAL HEALTH RISK.

Signs and symptoms indicating Mental Distress include:

- | | |
|-----------------------------------|-----------------------------|
| - Muscular tension/headaches | - Anxiety |
| - Upset stomach | - Anger and/or irritability |
| - Grinding/clenching teeth | - Feeling hopeless/trapped |
| - Difficulty sleeping/fatigue | - Depression and/or sadness |
| - Cold hands/feet | - Questioning values |
| - Low energy | - Feeling overwhelmed |
| - Frequent colds, flu, infections | - Loneliness |
| - Rapid loss or gain in weight | - Loss of purpose/meaning |
| - Low energy | |

When and how to get support

For Yourself:

- **Concerned** – when you notice the above symptoms and you are feeling distracted, worried and confused about what to do.
- **Exhausted** – You have tried all your options and solutions to feel better and feel mentally overwhelmed.
- **Ready** – You want to feel better and are willing to ask for help.

Concerned about someone's mental health:

- Be patient, caring and non-judgmental.
- Listen, do not challenge or dismiss feelings.
- Get resources ready to provide.
- Encourage them to talk with a mental health professional.
- Keep lines of communication open and keep checking until you believe they are safe.

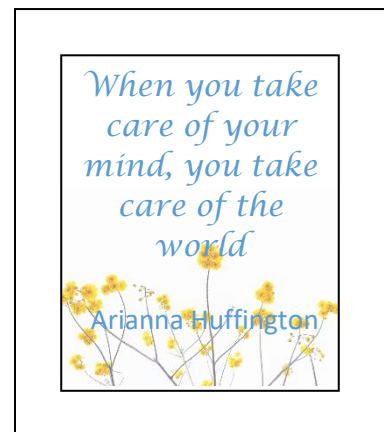
Mental Health Free Resources

Strong Minds by BEACON - <https://hubs.ly/H0pbMLt0>

Workplace Strategies for Mental Health -

<https://www.workplacestrategiesformentalhealth.com/>

Canadian Mental Health Association Grey Bruce : 519-986-3030 or <https://greybruce.cmha.ca/> or crisis line: 1-877-470-5200



Monthly Statistics Report		
	Feb. 2019	Feb. 2020
New Patrons	14	27
Circulation	1353	958
Programs	19	21
Program Attendance	199	168
Mill Room Bookings	6	8
Mill Room Attendance	32	42
Quiet Room Bookings	N/A	6
Quiet Room Attendance	N/A	10
Computer Usage	258	239
Wi-Fi Usage	135	105
iPad Usage	48	35
E-material Circulation	259	218
ILL Circulation - Received	25	24
ILL Circulation - Requests	57	54
Library Visits	1191	952

CEO Update:

Staff are working on various projects and future programming while maintaining proper social distancing. Watch the Library's social media accounts for new virtual programming for all ages. With the difficult times we are facing the staff want to provide some uplifting material that patron can access online.

Some e-resource companies are offering free temporary subscriptions and we have added those to our website and notified the community. We will continue to search for other resources we can add. We continue to add ebooks to the Overdrive collection to help offset wait times on popular items.

We are doing all that we can to help our patrons during this difficult time.

Accomplishments:

- Met with Highpoint Principal
- Library to Go Volunteer Recruitment
- Spring/Summer Book orders
- Attend training in Owen Sound for Mental Health
- Presented at Young at Heart on library events
- Ordered new movie license for April 2020-March 2021

60 Day Plan:

- Website Redesign
- Library to Go (partnership with SEGCHC)
- * *On hold during closure*
- Communication Plan
- Annual Report
- Annual Survey
- Virtual Programming

Program and Events:

- Teen Flashback Movie Series: Beetlejuice and Edward Scissorhands
- Kids Crafts
- Paint Night
- Fueling Your Gut to Support Physical and Mental Health with Registered Dietician Melissa Hardy
- Coffee with a Councilor
- Adult Crafternoon
- Personalized baby onesies with EarlyON

Upcoming:

- Virtual programming -TBA

Southgate Ruth Hargrave Memorial Library Board
Minutes of Library Board

February 20, 2020

6:00 PM

Library - Mill Room

Members Present: Charles Fernandes
Connie Hiscock
Muriel Scott
Councillor Martin Shipston
Councillor Barbara Dobreen

Members Absent: Marisol DaSilva
Casey Kramer

Staff Present: Lacy Russell, Librarian C.E.O

1. Call to Order (6:00 PM)

The CEO/Librarian called the meeting to order at 6:01 p.m.

Moved By Barbara Dobreen

Seconded By Muriel Scott

Be it resolved that the Board appoint Martin Shipston as acting chair.

Carried

2. Approval of the Agenda (6:00 - 6:02 PM)

Moved By Barbara Dobreen

Seconded By Connie Hiscock

Be it resolved that the Board confirm the agenda as presented.

Carried

3. Declaration of Pecuniary Interest (6:02 - 6:03 PM)

None declared.

4. Adoption of Minutes (6:03 - 6:05 PM)

4.1 Minutes from the January 16, 2020 Library Board Meeting

Moved By Muriel Scott

Seconded By Connie Hiscock

Be it resolved that the Board approve the minutes from the January 16, 2020 Library Board meeting as presented.

Carried

5. Business Arising (6:05 - 6:35 PM)

5.1 By-law and Policies

5.1.1 Board Meetings and Procedures Bylaw

Moved By Muriel Scott

Seconded By Connie Hiscock

Be it resolved that the Board refer the revised Procedures Bylaw back to the Bylaw and Policies Committee or review final recommendation to the Board at the March 19th, 2020 meeting.

Carried

5.1.2 Imagination Stations User Agreement

Moved By Muriel Scott

Seconded By Barbara Dobreen

Whereas the By-Laws and Policies Committee recommended that a formal Policy to govern the Imagination Stations was not required;

Therefore, be it resolved that the Board receive the Imagination Stations User Agreement for information

5.2 Annual Meeting 2020

The CEO/Librarian will present an annual report in conjunction with a future event to celebrate the 10th anniversary of the opening of the current Library building.

5.3 April Board Meeting

Due to a potential conflict, a possible change to the date of the April Board meeting will be discussed at the March 19th, 2020 meeting.

5.4 OLA Superconference Update

Verbal update by CEO/Librarian.

Lacy Russell and Phyllis Lichty attended the OLA Super Conference and provided an overview of the sessions attended. It was suggested that the Board consider sending a member to a portion of the conference in 2021.

5.5 Board Development

5.5.1 Board Evaluation Summary

A summary off the evaluation was presented.

6. New Business (6:35 - 6:55 PM) none

7. Finance Report (7:05 - 7:15 PM)

The financial summary for the year-ended 2019 and for the month of January 2020 was reviewed. Concern was expressed that the information available from the Township was incomplete to be of value to make timely and accurate financial decisions.

8. C.E.O Report (7:20 - 7:35 PM)

The CEO report for January 2020 was reviewed. Members asked questions and staff answered.

9. Friends of the Library Update (7:00 - 7:05 PM) none

10. Correspondence (6:55 - 7:00 PM) none

11. News from Council (7:15 - 7:20 PM)

Council held its first Visioning Meeting February 12, 2020. Team Town Hall presented an update to Council on February 20th on their activities and progress to date.

12. Extra Time Allotment (7:35 - 7:50 PM)

13. Date of Next Meeting

Library Board meeting –March 19, 2020 6:00 p.m.

14. Adjournment

Moved By Charles Fernandes

Seconded By Connie Hiscock

Be it resolved that the Board adjourn the meeting at 8:02PM.

Carried

Chair Marisol DaSilva

Lacy Russell, Librarian CEO



Staff Report PW2020-028

Title of Report: PW2020-028 Department Report
Department: Public Works
Branch: None
Council Date: May 6, 2020

Recommendation:

Be it resolved that Council receive Staff Report PW2020-028 for information.

Background:

Public Works Department update.

Staff Comments:

Transportation and Public Safety:

1. Half load restrictions were lifted on Tuesday April 28, 2020 and posted on website.

Waste Resources and Diversion Management:

1. Thursday April 30, 2020, a portable 2 sink basin handwashing station has been rented and installed at the Dundalk Transfer Station to assist with health & safety measures during COVID-19 for staff and high volume of residents at this site.
2. A reminder to DIG IN and GET GROWING, free compost available at the transfer stations.

Water & Wastewater

1. Staff submitted an Application For Pandemic Related Temporary Regulatory Relief (Alternate Arrangement) For Municipal Residential Drinking Water Systems to the Ministry of the Environment, Conservation and Parks (MECP). The request was for relief for Lead Sampling for the December 15, 2019 to April 15, 2020 timeframe, and the requirement to sample 10 residential and 1 non-residential locations as per Schedule 15.1 O. Reg. 170/03, due to CIVID-19 and having to access residences and contact with people. There were 2 distribution lead samples taken during that period.

Financial Implications:

The handwash station rental fee is \$100.00/month serviced weekly, and water, soap and hand towels included.

Communications & Community Action Plan Impact:

Goal 5 - Upgrading our "Hard Services"

Action 5:

The residents and businesses of Southgate recognize our linear services - roads, bridges, water and sewer works, for example - to be a fundamental purpose of municipal government. This infrastructure needs to be serviceable and sustainable so that our businesses and communities can thrive and grow.

Concluding Comments:

Staff recommends that Council receive Staff Report PW2020-028 for information.

Respectfully Submitted,

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

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

The Township of Southgate
Jim Ellis
185667 Grey Road 9
Dundalk, ON
N0C 1B0

April 1, 2020

To Whom It May Concern:

Subject: Modernizing the Ministry of Natural Resources and Forestry Aggregate Program Delivery Model

Si vous aimeriez recevoir ce matériel en français, s'il vous plaît envoyer un courriel à ARAapprovals@ontario.ca avec votre demande.

The Ministry of Natural Resources and Forestry (MNRF) has launched a new delivery model for the aggregates program. The new model centralizes all aggregate authorizations under the Integrated Aggregate Operations Section (IAOS) and provides dedicated compliance resources across the province at the district level.

Centralizing the authorization process demonstrates the government's commitment to being open for business, supports reduced regulatory burden and focuses on improving customer service. These changes are expected to create a more consistent client experience across the province, help the ministry streamline and find efficiencies in the approvals process, and allow the ministry to dedicate more time and resources to compliance activities.

Effective immediately, all requests related to approvals under the *Aggregate Resources Act (ARA)* should be directed to the Integrated Aggregate Operations Section at ARAapprovals@ontario.ca. This includes:

- Applications for new licences and permits;
- Amendments to existing licences/permits and site plans;
- Transfers of licences and permits;
- Surrenders of licences and permits.

The IAOS can be reached via a central email account at ARAapprovals@ontario.ca. All authorizations, including any that were in-progress with a district office, will be automatically transferred to the Integrated Aggregate Operations Section.

Ministry staff are committed to working closely with clients to ensure a smooth transition. Please see the attached Q&A with general information about the changes to the aggregate delivery model.

Please note that compliance activities will continue to be led out of local MNRF District Offices. Any inquiries related to the continued operation of an existing licence and/or permit (e.g., operating conditions, compliance related matters) should be directed to the responsible MNRF District Office.

Sincerely,

A handwritten signature in black ink, appearing to read 'Katie O'Connell', with a long horizontal flourish extending to the right.

Katie O'Connell
a/Aggregate Resources Manager
Integrated Aggregate Operations Section
Ministry of Natural Resources and Forestry

Modernizing the Aggregate Program Delivery Model

1. What is changing about the aggregate program?

The Ministry of Natural Resources and Forestry (MNRF) is launching a new delivery model for the aggregates program on April 1, 2020. The new model centralizes all aggregate authorizations under the Integrated Aggregate Operations Section and provides dedicated compliance resources across the province at the district level.

Centralizing authorization processes demonstrates the government's commitment to being open for business, supports reduced regulatory burden and focuses on improving customer service. These changes are expected to create a more consistent client experience across the province, help the ministry streamline and find efficiencies in the approvals process, and allow the ministry to dedicate more time and resources to compliance activities.

2. I have an aggregate licence or permit. Do I need to do anything in response to these changes?

No.

Beginning April 1, 2020, the Integrated Aggregate Operations Section will become the one-window for all aggregate approvals. Going forward, new licence/permit applications, amendments, transfers and surrenders will be processed by the Integrated Aggregate Operations Section instead of an MNRF district office.

All approvals that were in-process with district offices prior to April 1, 2020 will be transferred to the Integrated Aggregate Operations Section automatically. An Aggregate Specialist will be assigned to each file and will work with applicants to continue processing applications. Applications will continue to be processed in accordance with the *Aggregate Resources Act*, the Aggregate Resources of Ontario Provincial Standards and applicable policies.

Our goal is to ensure a smooth and efficient transition to the centralized model. Aggregate Specialists will reach out to clients beginning in April 2020.

3. Can I meet with someone in person to talk about my file?

The Integrated Aggregate Operations Section is comprised of a dispersed team, meaning staff are located in different offices across the province. This structure enables us to deliver a more consistent client service experience, while maintaining strong local connections with district offices and communities in Ontario.

This also means meetings will make use of technology and other resources to deliver services and interact with clients. Teleconferences, email and phone calls are the primary methods of communicating with clients.

4. Who do I contact if I have a question?

Please send questions related to an approval to ARAapprovals@ontario.ca and a member of the Integrated Aggregate Operations Section will respond to you.

Questions regarding compliance should continue to be directed to the [local MNRF District Office](#).

5. How do I apply for a new licence/permit or an amendment to my existing licence/permit/site plan?

Beginning April 1, 2020, the Integrated Aggregate Operations Section is the new one-window for all aggregate approvals. Questions regarding new requests should be sent to ARAapprovals@ontario.ca and an Aggregate Specialist will be assigned to your file.

The Aggregate Specialist will be the main point of contact for questions related to the approvals process. Other MNRF staff may also be engaged in the pre-consultation process as may be appropriate.

6. Who do I talk to about the status of a submission?

Beginning April 1, 2020, the Integrated Aggregate Operations Section is the new one-window for all aggregate approvals. Questions regarding the status of your submission can be sent to ARAapprovals@ontario.ca and a member of the Integrated Aggregate Operations Section will respond to you.

7. I want to have a pre-consultation meeting about an application I'm planning to submit. Who do I call?

Beginning April 1, 2020, the Integrated Aggregate Operations Section is the new one-window for all aggregate approvals, including pre-consultation.

Please send your request to ARAapprovals@ontario.ca and an Aggregate Specialist will be assigned to the file. The Aggregate Specialist will be the main point of contact for questions related to the approvals process. Other MNRF staff may also be engaged in the pre-consultation process as may be appropriate.

8. What happens to submissions made prior to April 1, 2020?

Beginning April 1, 2020, the Integrated Aggregate Operations Section is the new one-window for all aggregate approvals.

All approvals that were in-process with district offices prior to April 1, 2020 will be transferred to the Integrated Aggregate Operations Section automatically. An Aggregate Specialist will be assigned to each file and will work with applicants to continue processing applications. Aggregate Specialists will reach out to clients in April 2020.

Applications will continue to be processed in accordance with the *Aggregate Resources Act*, the Aggregate Resources of Ontario Provincial Standards and applicable policies.

9. How long will it take the ministry to make a decision on my application?

Centralizing the authorization process demonstrates the government's commitment to being open for business, supports reduced regulatory burden and focuses on improving customer service. These changes are expected to create a more consistent client experience across the province, help the ministry streamline and find efficiencies in the approvals process, and allow the ministry to dedicate more time and resources to compliance activities.

Legislated timelines for licence and permit applications remain the same. The Integrated Aggregate Operations Section will work with clients to respond to requests and process applications in a timely manner.

10. Do these changes mean it will take more/less time to process my application?

Staff across the ministry are working together to transition existing files from local district offices to the Integrated Aggregate Operations Section. The Integrated Aggregate Operations Section will work closely with clients to ensure a smooth and efficient transition to the centralized model.

New applications received after April 1, 2020 will be processed in accordance with legislated timelines. The Integrated Aggregate Operations Section will work with clients to respond to requests and process applications in a timely manner.

11. How can I review the file for an existing aggregate licenced/permitted site?

To view a file or inquire about an existing aggregate operation, please call or book an appointment with the Aggregate Technical Specialist in your local MNRF district office.

Paper copies of aggregate applications are available to view in local MNRF district offices.

12. Who do I talk to about an approval or amendment under review?

The Aggregate Specialist assigned to the file is the first point of contact for any inquiry related to approvals. Please send an e-mail to ARAapprovals@ontario.ca to determine who has been assigned to the file in question.

13. I have a concern/complaint about an existing operation. Who should I contact?

Complaints related to an existing licensed/permitted property should be directed to the Aggregate Technical Specialist in the local MNRF district office.

April 8, 2020

The Honourable Doug Ford – Premier of Ontario

Premier's Office, Room 281

Legislative Building, Queen's Park

Toronto, ON M7A 1A1

Dear Premier Ford,

Re: Provincially Significant Wetlands Designation

At the February 20th, 2020 Annual General Meeting of the Saugeen Valley Conservation Authority correspondence from the Village of Merrickville-Wolford addressed to the Honourable Doug Ford, Premier of Ontario was received and discussed. It was noted that SVCA staff do not have the authority to remove a Provincially Significant Wetland (PSW) designation. After further discussion the following motion was passed:

MOTION #G20-22

Moved by Barbara Dobreen

Seconded by Steve McCabe

Be it resolved that Saugeen Valley Conservation Authority (SVCA) receive and support the correspondence from the Village of Merrickville-Wolford;

And whereas the Saugeen Valley Conservation Authority (SVCA) agrees there is a lack of field-developed science to support the Provincially Significant Wetland areas designated across the province;

and whereas SVCA's recent experience is evidence that a desktop examination of maps and aerial photography are inadequate science for this designation and greatly impacts municipalities and their ratepayers.

Now therefore be it resolved that the Saugeen Valley Consideration Authority hereby respectfully request that the Ministry of Natural Resources and Forestry provide supporting evidence-based data with respect to the wetland designations; and

That this letter, along with the Village of Merrickville-Wolford correspondence be forwarded to the Honorable Premier Doug Ford, Conservation Ontario, Bruce and Grey Counties and SVCA member municipalities.

CARRIED

We appreciate that this will require significant time and effort on the part of the Provincial Ministry and its staff, however, the lack of this type of data presents serious challenges and potential conflicts to property owners, municipalities, and Conservation Authorities in the exercising of their rights and duties.

Yours truly,



Dan Gieruszak

Chair, Saugeen Valley Conservation Authority

Attachment: 3 page document from Merrickville-Wolford....

- c. Honourable John Yakabuski, Minister of Natural Resources and Forestry
- Kim Gavine, CAO, Conservation Ontario
- Bruce County
- Grey County
- SVCA Member Municipalities

Established 1793
Incorporated
Wolford 1850
Merrickville 1860
Amalgamated 1998



Telephone (613) 269-4791
Facsimile (613) 269-3095

VILLAGE OF MERRICKVILLE-WOLFORD

February 5, 2020

The Honourable Doug Ford, Premier of Ontario
Premier's Office, Room 281
Legislative Building, Queen's Park
Toronto, ON, M7A 1A1

Dear Premier Ford:

Re: Provincially Significant Wetlands Designation

Please find attached the Council of the Corporation of the Village of Merrickville-Wolford's Resolution No. R-029-20, with respect to the Village's concerns surrounding the Ministry of Natural Resources and Forestry's practices and procedures while implementing designations of Provincially Significant Wetlands.

While the attached resolution is tailored to a Village-specific issue, it is Council's position that the concerns expressed therein are being experienced by municipalities Province-wide.

Thank you in advance for the consideration that you give this matter.

Yours truly,

A handwritten signature in black ink, appearing to read "Doug Robertson".

Doug Robertson
CAO/Clerk/Director, Economic Development

- c. Honourable John Yakabuski, Minister of Natural Resources and Forestry
- Honourable Steve Clark, Minister of Municipal Affairs and Housing
- Andy Brown, CAO of the United Counties of Leeds and Grenville
- Association of Municipalities of Ontario
- Rural Ontario Municipal Association
- All Ontario municipalities

Established 1793
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VILLAGE OF MERRICKVILLE-WOLFORD

For Clerk's use only, if required:

Recorded Vote Requested By:

Cameron	Y	N
Foster	Y	N
Halpenny	Y	N
Molloy	Y	N
Struthers	Y	N

Resolution Number: R - 029 - 20

Date: January 27, 2020

Moved by: Cameron Foster Halpenny Molloy

Seconded by: Cameron Foster Halpenny Molloy

WHEREAS the Village of Merrickville-Wolford is endeavouring to adopt a new Official Plan as required per Section 17 of the *Planning Act* and the Village is required to incorporate the Provincial Policy Statements of the Act;

AND WHEREAS the Provincial Policy Statements require the Village to provide in its Official Plan the updated provisions of new and expanded Provincially Significant Wetlands designations;

AND WHEREAS the Council of the Corporation of the Village of Merrickville-Wolford is concerned that the expansion of these wetlands is detrimentally affecting certain landowners and the Village's assessment base;

AND WHEREAS the Council of the Corporation of the Village of Merrickville-Wolford is concerned that designations of Provincially Significant Wetlands have occurred throughout the Province of Ontario without the provision of supporting evidence;



VILLAGE OF MERRICKVILLE-WOLFORD

AND WHEREAS the Council of the Corporation of the Village of Merrickville-Wolford is concerned about the expansion of the Provincially Significant Wetlands in the Northeast quadrant of the Village;

AND WHEREAS the Council of the Corporation of the Village of Merrickville-Wolford is concerned that these wetlands designations have been expanded without the Ministry of Natural Resources and Forestry having provided to the Village supporting evidence to justify said expansion;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Village of Merrickville-Wolford does hereby respectfully request that the Ministry of Natural Resources and Forestry provide the Village with supporting evidence with respect to the expansion of these wetlands designations;

AND THAT the Ministry of Natural Resources and Forestry re-evaluate the subject properties without delay;

AND THAT a copy of this resolution be sent to the Honourable Premier Doug Ford, Minister of Natural Resources and Forestry, the Minister of Municipal Affairs and Housing, the United Counties of Leeds and Grenville, the Association of Municipalities of Ontario and the Rural Ontario Municipal Association and all Ontario municipalities.

Carried / Defeated


J. Douglas Struthers, Mayor

2020 ANNUAL REPAYMENT LIMIT

(UNDER ONTARIO REGULATION 403 / 02)

MMAH CODE:	47621		
MUNID:	42005		
MUNICIPALITY:	Southgate Tp		
UPPER TIER:	Grey Co		
REPAYMENT LIMIT:		\$	1,542,110

The repayment limit has been calculated based on data contained in the 2018 Financial Information Return, as submitted to the Ministry. This limit represents the maximum amount which the municipality had available as of December 31, 2018 to commit to payments relating to debt and financial obligation. Prior to the authorization by Council of a long term debt or financial obligation, this limit must be adjusted by the Treasurer in the prescribed manner. The limit is effective January 01, 2020

FOR ILLUSTRATION PURPOSES ONLY,

The additional long-term borrowing which a municipality could undertake over a 5-year, a 10-year, a 15-year and a 20-year period is shown.

If the municipalities could borrow at 5% or 7% annually, the annual repayment limits shown above would allow it to undertake additional long-term borrowing as follows:

5% Interest Rate			
(a)	20 years @ 5% p.a.	\$	19,218,102
(a)	15 years @ 5% p.a.	\$	16,006,577
(a)	10 years @ 5% p.a.	\$	11,907,767
(a)	5 years @ 5% p.a.	\$	6,676,530
7% Interest Rate			
(a)	20 years @ 7% p.a.	\$	16,337,138
(a)	15 years @ 7% p.a.	\$	14,045,408
(a)	10 years @ 7% p.a.	\$	10,831,137
(a)	5 years @ 7% p.a.	\$	6,322,956

DETERMINATION OF ANNUAL DEBT REPAYMENT LIMIT

(UNDER ONTARIO REGULATION 403/02)

MUNICIPALITY:

Southgate Tp

MMAH CODE:

47621

Debt Charges for the Current Year

		1 \$
0210	Principal (SLC 74 3099 01)	328,245
0220	Interest (SLC 74 3099 02)	71,366
0299	Subtotal	399,611
0610	Payments for Long Term Commitments and Liabilities financed from the consolidated statement of operations (SLC 42 6010 01)	410,000
9910	Total Debt Charges	809,611

Amounts Recovered from Unconsolidated Entities

		1 \$
1010	Electricity - Principal (SLC 74 3030 01)	0
1020	Electricity - Interest (SLC 74 3030 02)	0
1030	Gas - Principal (SLC 74 3040 01)	0
1040	Gas - Interest (SLC 74 3040 02)	0
1050	Telephone - Principal (SLC 74 3050 01)	0
1060	Telephone - Interest (SLC 74 3050 02)	0
1099	Subtotal	0
1410	Debt Charges for Tile Drainage/Shoreline Assistance (SLC 74 3015 01 + SLC 74 3015 02)	168,771
1411	Provincial Grant funding for repayment of long term debt (SLC 74 3120 01 + SLC 74 3120 02)	0
1412	Lump sum (balloon) repayments of long term debt (SLC 74 3110 01 + SLC 74 3110 02)	0
1420	Total Debt Charges to be Excluded	168,771
9920	Net Debt Charges	640,840

		1 \$
1610	Total Revenue (SLC 10 9910 01)	10,424,181
Excluded Revenue Amounts		
2010	Fees for Tile Drainage / Shoreline Assistance (SLC 12 1850 04)	24,827
2210	Ontario Grants, including Grants for Tangible Capital Assets (SLC 10 0699 01 + SLC 10 0810 01 + SLC 10 0815 01)	1,036,074
2220	Canada Grants, including Grants for Tangible Capital Assets (SLC 10 0820 01 + SLC 10 0825 01)	50,000
2225	Deferred revenue earned (Provincial Gas Tax) (SLC 10 830 01)	0
2226	Deferred revenue earned (Canada Gas Tax) (SLC 10 831 01)	0
2230	Revenue from other municipalities including revenue for Tangible Capital Assets (SLC 10 1098 01 + SLC 10 1099 01)	125,634
2240	Gain/Loss on sale of land & capital assets (SLC 10 1811 01)	387,535
2250	Deferred revenue earned (Development Charges) (SLC 10 1812 01)	40,273
2251	Deferred revenue earned (Recreation Land (The Planning Act)) (SLC 10 1813 01)	0
2252	Donated Tangible Capital Assets (SLC 53 0610 01)	0
2253	Other Deferred revenue earned (SLC 10 1814 01)	0
2254	Increase / Decrease in Government Business Enterprise equity (SLC 10 1905 01)	0
2255	Other Revenue (SLC 10 1890 01 + SLC 10 1891 01 + SLC 10 1892 01 + SLC 10 1893 01 + SLC 10 1894 01 + SLC 10 1895 01 + SLC 10 1896 01 + SLC 10 1897 01 + SLC 10 1898 01)	28,037
2299	Subtotal	1,692,380
2410	Fees and Revenue for Joint Local Boards for Homes for the Aged	0
2610	Net Revenues	8,731,801
2620	25% of Net Revenues	2,182,950
9930	ESTIMATED ANNUAL REPAYMENT LIMIT (25% of Net Revenues less Net Debt Charges)	1,542,110

* SLC denotes Schedule, Line Column.

**Ministry of Municipal Affairs
and Housing**

Office of the Minister

777 Bay Street, 17th Floor
Toronto ON M7A 2J3
Tel.: 416 585-7000

**Ministère des Affaires municipales
et du Logement**

Bureau du ministre

777, rue Bay, 17e étage
Toronto ON M7A 2J3
Tél.: 416 585-7000



234-2020-1284

April 16, 2020

Dear Head of Council:

As you know, on March 17, 2020, our government declared a provincial emergency pursuant to the authority granted under the *Emergency Management and Civil Protection Act* (EMCPA). I am writing to update you that on April 16, 2020, our government issued an emergency order under the EMCPA (O. Reg. 157/20) to provide municipalities with the flexibility to deploy certain of their staff to where they are needed most. At this critical time, it is important that municipalities continue to work collaboratively and engage in good faith with their bargaining agents. The order is effective immediately and we intend for it to remain in effect for the duration of the declared provincial emergency.

I know that these are challenging times for municipalities, particularly as the situation around us changes so quickly. In these unprecedented times, I have heard a strong and consistent message from municipalities and numerous sector organizations that the authority to enable work deployment similar to what has been provided by the Province for hospitals and public health units is urgently needed to ensure continuity of critical services.

I thank you for sharing these concerns. We have heard you and have worked quickly to issue this order. This order is a temporary measure and provides your municipality – as an employer – the authority to take any reasonable measure necessary to respond to COVID-19 with respect to internal work deployment.

In order to exercise this authority, if it hasn't already, the municipality will need to also declare an emergency under section 4 of the EMCPA concurrent with this order. The authority provided for in this order includes the ability for municipalities to redeploy certain of their staff within the same employer or to employ volunteers to perform bargaining unit work, cancel leaves and change assignment of work, for those priority services listed in the order.

The orders specify conditions under which the authority can be exercised. This includes requiring a municipality to provide at least 24 hours of advance notice to affected bargaining units before implementing a redeployment plan. The *Occupational Health and Safety Act* and existing rights under the *Employment Standards Act* will continue to apply. Municipalities, as employers, are required to comply with all provincial orders, as

well as any guidance and safety standards prescribed by the province for COVID-19. They are also responsible for ensuring that any staff being reassigned to new duties have the required training and skills. Full details of the orders can be reviewed online at [Ontario.ca/alert](https://ontario.ca/alert).

I want to acknowledge and applaud the proactive efforts that many municipalities have already taken to engage in good faith with their bargaining agents to keep their staff employed and safe, and to establish local arrangements to redeploy employees to high-need areas. I would also encourage municipalities to continue leveraging their existing authorities as employers and building on pre-existing relationships and structures with your bargaining agent partners, such as joint health and safety committees, to address staffing needs and allocate resources.

Moreover, as you and others in your organization consider whether and how you will exercise the authority under the emergency order, I would ask that you maintain the following important objectives:

- In making staffing decisions, first provide opportunity for full-time work to existing part-time staff before seeking out and employing extra full-time staff from outside your organization.
- In redeploying staff, should there be a difference in the terms and conditions of work, in the different departments of the organization, the expectation is that staff will not receive a lower wage than their home position.

Municipalities are encouraged to review this and other applicable orders (available on the Government's Emergency Information webpage at: [Ontario.ca/alert](https://ontario.ca/alert)) and work with their legal counsel for advice and understanding of the flexibility it provides to you in managing your organizations.

If your municipality chooses to implement the authority in these orders, I would ask that you keep my staff apprised by letting your local Municipal Services Office know when you use it. If your municipality has any further questions regarding this order, we encourage contacting [your local Municipal Services Office](#).

I thank you for your continued support and collaboration in these challenging times. This collaborative relationship is critical at all times, and never more so than during this emergency.

Head of Council
Page 3

Visit Ontario's [website](#) to learn more about how the province continues to protect Ontarians from COVID-19

Sincerely,



Steve Clark
Minister of Municipal Affairs and Housing

- c: Chief Administrative Officers
Municipal Clerks
Kate Manson-Smith, Deputy Minister of Municipal Affairs and Housing
Brian Rosborough, Executive Director, Association of Municipalities of Ontario
Cam Guthrie, Chair, Large Urban Mayor's Caucus of Ontario
Karen Redman, Chair, Mayors and Regional Chairs of Ontario
Jane Albright, President, Ontario Municipal Human Resources Association

REPORT TO: Members of the Saugeen Valley Conservation Authority

FROM: Erik Downing
Manager, Environmental Planning & Regulations

DATE: March 23, 2020

SUBJECT: Update on the CO Client Service and Streamlining Initiative, including consideration of the draft Template for Annual CA Reporting on permit review timelines and updates to three previously endorsed guidance documents – Conservation Ontario Endorsed December 9, 2019

Recommendation

1. That 'Update on the CO Client Service and Streamlining Initiative', including consideration of the draft Template for Annual CA Reporting on permit review timelines and updates to three previously endorsed guidance documents' be received by the SVCA;

2. That this report be shared with member municipalities, with the opportunity for municipal comment for SVCA consideration of implementation; and

3. That staff are directed to implement the guidelines on a trial basis. Much of the guideline recommendations are already underway or in place at the SVCA.

Regarding updated permit review timelines staff are not especially concerned with the timeline changes proposed. When the recommended processes are incorporated into the SVCA system, with potential municipal local feedback provided, workload is realized, staffing needs understood, etc. the financial implications can be known for consideration prior to SVCA approval and formal implementation. The SVCA can then decide if it is necessary to follow the fees recommendations to increase user fees, increase levy, or request this provincial initiative be accompanied by provincial funding to achieve, or other actions.

Summary:

These documents were created in consultation with senior CA staff across the province ***with the interest to meet the provincial governments interests to increase housing without threatening life or property associated with natural hazards.*** Other groups such as the Association of Municipalities in Ontario, etc. where consulted and provided input via Conservation Ontario. ***No additional funding is proposed to Conservation Authorities for this provincial initiative.***

These reports propose to significantly reduce the review timelines recommended for permitting files in Environmental Planning and Regulates Departments relative to previously approved and in place timelines (for an increased fee potential to the user), and provides guidelines for planning agreements, while also tracking a number of timelines of response.

Many of the recommended updates are in place or already underway fortunately at the SVCA to do with our own internal review of the Environmental Planning and Regulations Department, such as:

- online mapping
- publicly accessible policy
- and timeline of response reductions/tracking.

Much of the recommendations will fit very well with current initiatives, or build onto current initiatives, while conflicting with very little existing SVCA structures. SVCA staff would suggest that the SVCA still shape these recommendations to work for the SVCA first as it is the intent for independent CAs to exist in Ontario, so as to address local conditions and concerns, while also accommodating best practices and provincial guidelines where possible/applicable, and implementing provincial requirements most effectively for the specific watershed.

SVCA staff notice as well that these recommendations nearly mirror the topics of the meeting between two cabinet ministers, and SVCA, GSCA, and MVCA representatives, early in this government's term. This may be coincidental, and reoccurring topics across all CAs SVCA staff acknowledge but of note.

Discussion

The documents, adopted by Conservation Ontario, propose reductions in review timelines relative to required timelines already adhered to by SVCA staff associated with Regulated works. Also, these documents recommend greater Municipal/CA clarification around planning roles and suggest cost recovery around necessary EPR service incorporating these new initiatives. Document summaries are provided as follows:

A) CLIENT SERVICE STANDARDS FOR CONSERVATION AUTHORITY PLAN AND PERMIT REVIEW – ENDORSED JUNE 24, 2019, AMENDED DECEMBER 9, 2019

This document is prepared by Conservation Ontario Staff and Conservation Ontario Timely Reviews and Approvals Taskforce, as well as stakeholder groups such as BILD and AMO. The document seeks to get normalization and consistency across CAs, on the topics of Regulation information and implementation regimes and Planning Review (Planning Act review) with the intent to shorten timelines.

- **Regarding Plan review** the SVCA is ahead of most CAs in that we have already established Plan Review Agreements with most of our member municipalities for SVCA planning act comment, and/or are about to sign new agreements with all member municipalities with clearly indicated council resolutions indicating an urgent CA need and local desire for every component of our Planning role. This report recommends these be established.
- **Regarding the recommended *Guideline: Client Service Standards for Plan and Permit Review*** there are **four** areas of focus. Items such as:
 - i. online decision support tools

- ii. application management and review
- iii. level of service, and performance evaluation
- iv. and, reporting are the goals of the recommendations.

The SVCA has already address some of these focuses, or will have shortly, with few areas needed for expansion that still to meet these guidelines.

- The SVCA has been working independently to update and implement most, if not all, of these targets over the last 5 years already. Work will continue to do so in 2020 and beyond. Timeline of review being shortened considerably is proposed here as well as outlined in the *Annual Reporting Timelines Template – Endorsed December 9, 2020* summarized elsewhere in this report.

A summary of best practices to be implemented is outlined in the Document:

- Already implemented at the SVCA
- Partially implemented at the SVCA
- Not yet implemented at the SVCA

Table 4: Summary of Best Practices

No.	Summary of Best Practices	Section
CA Review of <i>Planning Act</i> Applications		
1.	The CA-Municipal MOU should include provisions to involve the CA in pre-consultation SVCA Status: All draft/signed agreements include pre submission consultation.	2.3.1 Pre-consultation for Planning Applications
2.	The CA should work with the municipality to get CA technical checklists included as part of complete application requirements in municipal Official Plans SVCA Status: Pre submission consultation will effectively clarify requirements.	2.4.1 Planning Application Submissions
3.	The CA could request the municipality to: include a sign off sheet with the technical work to confirm that the work meets good practice and acceptable, current industry standards for technical studies and was completed by persons with relevant qualifications and experience. SVCA Status: SVCA review of the report will establish this.	2.4.1 Planning Application Submissions
4.	The CA-Municipal MOU should mutually establish service standards which should include the timelines for plan review applications SVCA Status: All previous, and proposed agreements have set timelines of response to meet decision maker requirements.	3.1 Planning Application Timelines
CA Review of applications made under S. 28 of the <i>Conservation Authorities Act</i>		
1.	The CA regulated area will be displayed as a separate data layer in the online screening map	1.1 Online Screening Maps

	SVCA Status: SVCA is not in a position to be able to provide a full coverage regulation map this at this time. Full coverage, public screening mapping is in place.	
2.	<p>The CA will ensure that an approved and updated screening map for the CA regulated area is available to watershed municipalities and the public. The updates will be done per the "Procedure for Updating Section 28 Mapping: Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulations", endorsed by Conservation Ontario (April, 2018).</p> <p>SVCA Status: Available on the SVCA website, and County Websites, since 2015. This mapping is updated regularly on a site by site basis. Larger Area changes follow appropriate notification protocol</p>	1.1 Online Screening Maps
3.	<p>The screening map will be searchable by municipal address.</p> <p>SVCA Status: while SVCA site is not searchable, County Sites which include SVCA data, are searchable.</p>	1.1 Online Screening Maps
4.	<p>The CA will make the mapping rationale available.</p> <p>SVCA Status: Available and circulated via public meetings at time of approval, and indicated in the SVCA Policy Manual.</p>	1.1 Online Screening Maps
5.	<p>The CA will have an agreement that includes a clear disclaimer statement.</p> <p>SVCA Status: Mapping access requires individual to agree to a disclaimer and this text is included on map.</p>	1.1 Online Screening Maps
6.	<p>CA websites and fee schedules should include plain language descriptions of the types of services and mapping provided by the CA.</p> <p>SVCA Status: SVCA fees schedule is located on our website.</p>	1.1 Online Screening Maps
7.	<p>The CA will define permit applications as "major", "minor" or "routine"</p> <p>SVCA Status: 'Routine' permits, as described by this document are below the SVCA's Regulatory threshold. Major and Minor terminology is already contained within the SVCA's process and can continue as consistent with these documents for the most part.</p>	2.2.2 Permit Application Streams
8.	<p>The CA should try to ensure that the landowner or authorized agent is included in pre-consultation meetings or as a minimum receive correspondence regarding their application</p> <p>SVCA Status: was a requirement and remains a requirement, but with reduced timelines that SVCA staff will adjust for.</p>	2.3.2 Pre-consultation for Permit Applications
9.	<p>The CA could require the applicant to: include a sign off sheet with the technical work to confirm that the work meets good practice and acceptable, current industry standards for technical studies and was completed by persons with relevant qualifications and experience.</p>	2.4.2 Permit Application Complete Submissions

	SVCA Status: SVCA review must establish this anyway, not much value in their expert indicating they are an expert beyond sighting their own credentials. We have report guidelines in our policy manual.	
10.	The CA will make every effort to be consistent with the suggested process and timelines provided in the Ministry of Natural Resources and Forestry (MNRF) publication "Policies and Procedures for Conservation Authority Plan Review and Permitting Activities" (2010) and this CO guideline. SVCA Status: Complete and in Effect for some time.	3.2 Permit Application Timelines
11.	The CA should reiterate the technical checklist for studies to applicants at the pre-consultation meeting SVCA Status: Always done, and publicly available in our Policy Manual.	2.5 Re-submission
CA Review of <i>Planning Act</i> and S. 28 Applications		
1.	The CA will manage applications efficiently by: <ul style="list-style-type: none"> Implementing an internal application tracking system. Identifying a senior CA staff contact to be the 'client service facilitator' for plan review and/or permit applications issue management. The CA will prioritize applications for emergency works to respond to circumstances that pose a risk to life and/or property. The CA will note this in the local CA-municipal MOU. SVCA Status: Tracking system for MNRF guidelines in place for some time. Updated dates needed. Senior staff inevitably involved but with timelines to compare against response can be measured. Emergency works always/inevitably prioritized.	2.1 Application Management
2.	The CA will post all online decision support tools online SVCA Status: Our policy manual is located online (since 2017) that outlines timelines, appeal process, and approval policies. Online mapping is also available (2015).	1. Online Decision Support Tools (and 1.1, 1.2)
3.	The CA will identify a senior CA staff serving as a 'client service facilitator' for planning and permit applications issue management SVCA Status: Needs to be done formally. Manager EPR and GM likely.	2.1, 2.4.2, 3.2, Appendix B

B) GUIDELINE FOR CA FEE ADMINISTRATION POLICIES FOR PLAN REVIEW AND PERMITTING

This document gives CAs the clear ability and direction to seek cost recovery on Environmental Planning and Regulation review. The document indicates all related review costs can be included in application review fees and user fees.

- SVCA staff appreciate the ability and recommendation to utilize user fees to support the needs of the department to meet these new aggressive review timeline goals and reporting. No report at the SVCA has been done to calculate the cost recovery fees necessary to support the EPR department exclusively. The 2020 budget though does indicate that approximately two thirds of the SVCA's EPR department cost is supported by user fees currently.
- Publicly the provincial guideline will not be apparent and only SVCA's fees increasing will be a concern for clients and municipalities SVCA staff anticipate as an ultimate result of this direction.
- If the SVCA were to reframe the idea of who the 'user' is, being everyone in the watershed that relies on the management and maintenance of our natural hazard and natural heritage infrastructure, we would place less burden on our clients and share the burden across the benefitting watershed. Levy increase would again be a potential opportunity to critic SVCA budget, for a component mandated by the provincial government without funding provided.

C) *Annual Reporting on Timelines Template – Endorsed December 9, 2019*

While initially this Timeline Template is intended for 'High Growth' CAs, (which does not include the SVCA), staff understand once vetted and tested by high growth CAs, that all other CA's will be recommended to also be responsible for annual reporting, if not constant online public reporting as well, of permitting timelines. Since the 2010 timelines document (existing permitting timeline direction) was implemented at the SVCA there was a time that reporting was required by MNRF of CA permitting timelines. The SVCA was near perfect on timeline of response at that time.

- ✓ For the last 6 year+ there has been no requirement or request to report, though SVCA staff have typically done so via our annual reports regarding permitting timelines to the Authority related to the 2010 document.
- ✓ The SVCA has remained consistent with the specified review timelines as required by the SVCA approving those timelines in 2010 and reaffirming the review timelines with the policy manual approval in 2017.
- ✓ Reporting may take additional staff time, but to some degree this reporting is already occurring. The proposed process for referral to the Manager and General Manager if timelines are not being reached is likely a positive process, and happening at the SVCA, but not via formal process. Timelines can often be a concern by applicants, but the threshold, and/or appeal process around timelines for actual concern has not been defined yet. For instance, some clients believe that to not receive service within the moment is an unacceptable proposition and SVCA Directors and senior staff are asked to become involved, whom also have little direction to individuals wanting to challenge SVCA timelines. With the new recommended timelines, and also the appeal process on the timelines, the manager's or GM's

discretion will not be occurring without appropriate timelines being reviewed in a file, fair and consistent across all clients/SVCA staff.

- ✓ A remaining component relative to the 2010 document is appreciated in that to define actionable items, with whom, is key in a file. Very often SVCA has been accused of review delays, taking months or years, when file was actually waiting for proponent to provide details or clarify their plan for SVCA review for the majority of the 'years/months' of delay.
- ✓ Moreover, some individuals in the community regularly indicate the SVCA's failures with regards to timelines. These individuals do not have statistical basis for their complaints or position and have formulated their position entirely on word of mouth to a few vocal individuals from the thousands of clients the SVCA has dealt with over the years. While the SVCA does not have a statistical response, we have little response beyond our opinion vs. theirs. The new reporting will allow publicly accessible timelines of response to be viewed, which will contrast the opinion reports with hard data. Staff are confident this will reflect well on the SVCA.

Of some note is the proposed 'Major, Minor, Routine' permit classes recommended. The SVCA does not share these classes of permit currently.

While the SVCA's Major, Standard, and Minor permit thresholds could reasonably fit the description of permit in this document at face value they do not do so well enough for implementation without modification to either the SVCA's processes, or the guideline document. SVCA staff notice the document's definition of 'Routine' for instance may be entirely below the SVCA's current regulatory threshold (no permit required by SVCA), and the SVCA's definition of a 'standard' permit is consistent with both the recommended major and minor categories. SVCA staff understand the interest of this report is not to redefine permit structures at CA, but to guide timelines in our range of permitting needs.

SVCA staff recommend that current SVCA permit definitions, and the 2020 related fee structure remain in place and the reviewing SVCA staff member decide in the case of standard SVCA permits which files fit the CO document's major or minor thresholds (in either case the review timelines are accelerated relative to the SVCA's current timelines on a standard permit).

Timeline Modifications Summary:

Current Permit Review Timelines:

21 days from initial contact to confirm complete application requirements.

21 days from application submission to indicate application complete

30/90 days Standard/Complex time to issue permit or referral to a Section 28 Hearing

Total Review Time: 72-132 days

Proposed Permit Review Timelines:

7/14 days Minor/Major from initial contact to confirm complete application requirements.

10*/14/21 days Routine*/Minor/Major from application submission to indicate application complete.

14*/21/28 days Routine*/Minor/Major time to issue permit or referral to a Section 28 Hearing.

Total Time: 31*/42/63 days

**'Routine' Permits as defined by the document are below the SVCA's Regulatory Threshold contained in our Environmental Planning and Regulations Policy Manual. The SVCA does not regulate buildings under 10m2 for example.*

Therefore between 30- and 69-days review time is to be lost as proposed.

Staff typically perform well within existing allowed review timelines as the total allowed time is the minimum standard, not the standard target. With regards to the achievability of new timelines staff has done a randomized review of 20 permits from 2019 to see if the newly proposed timelines would have been addressed given 2019 workload, staff resources, etc. (without awareness of this target obviously. Of the 20 files the average total review time was 17.2 days when 72 days would have been meeting the old timelines, and 42 days would meet new timeline.

Legal and Legislated Requirements

While there is no legal responsibility to implement these timelines, guidelines, or reporting initiatives, to not do so would likely isolate the SVCA as operating outside the interests of these reports. The interests of these reports are to implement the provincial government's initiatives and may result in provincial action against the SVCA or CAs if not executed. This could mean Legislative changes from the provincial government to ensure that we achieve the same goals.

While this is meant to guide all CA's I would stress the 'guideline' nature of these documents. 36 individual Conservation authorities exist so that we can accommodate local needs. If we do not adjust for local needs, then we act as the MNRF would as a monolith over local interests without accommodation or tailored service.

SVCA staff have made suggestions as to where the SVCA can deviate from certain terminology:

1. 'Routine' permits, if consistent with these documents, would require SVCA to expand our regulatory interest into buildings we have decided are too minor to be of concern.
2. Additional costs from this improved service born of the user fees potentially could be spread across the watershed that benefits via levy. Increased fees, seemingly of SVCA design (provincial requirement and direction to increase fees), would likely not be appreciated by clients or municipalities and could lead to more violations of the SVCA's Regulation.

Financial and Resource Implications

There are no immediate financial or resource implications to staff recommendations. If full implementation is proposed of these reports at this time, additional staff resources may be required to take on the reduced review timelines, reporting, etc. in the Environmental Planning and Regulations department. Review fees are recommended to be increased as an indication of the anticipated costs incurred from full implementation.

Respectfully submitted,



Erik Downing , Manager, Environmental Planning & Regulations



Annual Reporting on Timelines Template

For permissions under Section 28 of the *Conservation Authorities Act*

Endorsed: December 9, 2019

Annual Reporting on Timelines Template
For permissions under Section 28 of the *Conservation Authorities Act*

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This document was developed by Conservation Ontario (CO) staff with input from members of the CO Timely Review and Approvals Taskforce. This document builds upon the *Conservation Authority (CA)-Municipality MOU Template for Planning and Development Reviews*; *Guideline for Client Service Standards for Conservation Authority Plan and Permit Review*; and the *Guideline for CA Fee Administration Policies for Plan Review and Permitting*. The initial focus for the **Annual Reporting on Timelines** is for the **high growth** CAs, however all CAs are encouraged to provide annual reporting on timelines to their Board of Directors and post it on their website.

1.0 Background

In April 2019, Conservation Ontario Council endorsed the CO Client Service and Streamlining Initiative. This initiative identifies actions to be taken by CAs, in order to help the Province achieve its objective of increasing housing supply while protecting public health and safety, and the environment. These actions include: a) Improve Client Service and Accountability, b) Increase Speed of Approvals, and c) Reduce Red Tape and Regulatory Burden.

In June, 2019 CO developed three documents to support the initiative:

- CA-Municipality MOU Template for Planning and Development Reviews;
- Guideline for Client Service Standards for Conservation Authority Plan and Permit Review; and
- Guideline for CA Fee Administration Policies for Plan Review and Permitting.

These documents were amended (TBC by Council) at the December, 2019 meeting based on further input from the Association of Municipalities of Ontario.

1.1 The Role of CAs in the Review of Permissions under the *Conservation Authorities Act*

The CA issues permissions (permits) under Section 28 of the *Conservation Authorities Act*. Section 28 allows the CA to regulate development and activities in or adjacent to river or stream valleys, shorelines of the Great Lakes-St. Lawrence River system and inland lakes, watercourses, hazardous lands (e.g. unstable soil, bedrock, and slopes), wetlands and other areas around wetlands. Development taking place on these lands may require permission from the CA to confirm that the control of flooding, erosion, dynamic beaches, pollution or the conservation of land are not affected.

The CA also regulates the straightening, changing, diverting or interfering in any way with the existing channel of a river, creek, stream, and watercourse or for changing or interfering in any way with a wetland.

Upon proclamation of the new S. 28 under the *Conservation Authorities Act*, the CA would also consider whether the activity is likely to create conditions or circumstances that, in the event of a natural hazard, might jeopardize the health or safety of persons or result in the damage or destruction of property.

As CAs are responsible for the review of S. 28 permit applications, they have greater control over the timeliness of approvals as compared to their role in plan input and review (see Guideline for Client Service Standards for further information).

2.0 Level of Service

CAs are committed to meeting timelines for development applications, and meeting service standards. The key steps that form the cornerstone of an efficient and effective CA review process are provided in **Table 1** below.

Table 1: Steps to an Efficient and Effective Conservation Authority Review Process

	S. 28 Permit Application
Pre-consultation	Pre-consultation with the applicant
Application circulation/submission	Complete submission of the S. 28 application, including the necessary technical reports.
Quality of submission	Good-quality applications including submission of all components, such as technical studies, requested during pre-consultation.

An overarching best practice is preparing a schedule, and taking a project management approach where all parties commit to meeting the schedule.

2.1 Permit Applications Timelines

Service standards for Section 28 permit applications are specified by the Ministry of Natural Resources and Forestry (MNRF) in the “[Policies and Procedures for Conservation Authority Plan Review and Permitting Activities](#) (2010)”. As part of the commitment to improve client service and accountability and increase speed of approvals Conservation Ontario has created the **Client Service Standards for Conservation Authority Plan and Permit Review** guideline (endorsed by Conservation Ontario Council in June, 2019 and amended December, 2019(TBC)). The guideline recommends new service standards for S.28 approvals, initially focused on high growth CAs. These details are summarized below, and shown in **Table 2**.

As a **best practice**, the CA will undertake to be consistent with the timelines shown in **Table 2**. It is important to note that the CA has the ability to identify a target timeline for completion that is reduced from these timelines.

Table 2: Level of Service for CA Review of S. 28 Permit Applications

Note: The timelines contained within this table have been developed as best-practices for CA staff. The timeline guideline is recommended as a client service target for CAs and represent a significant improvement to the timelines provided in the MNRF 2010 Guideline entitled “Policies and Procedures for Conservation Authority Plan Review and Permitting Activities”; the timeline guideline for major permits change from a total of 132 to 63 calendar days and for

minor permits change from a total of 72 to 42 calendar days. **All timelines presented exclude statutory holidays and the time required for the applicant to respond to CA comments on an application. These best practice timelines are premised on the required planning approvals under the *Planning Act* being in place *prior* to the submission of an application to the CA.**

Application Process Step	Timeline
Notification of complete application requirements for the purpose of review of the permit application by the CA, start of “paper trail” documentation, and discussion of timelines and fees – Pre-consultation	<ul style="list-style-type: none"> • Major permit applications: Within 14 days of the pre-consultation meeting. • Minor permit applications: Within 7 days of the pre-consultation meeting. <p>This will include confirmation of whether the application is considered major or minor, if the applicant has provided adequate information (including the scope and scale of the work) for the CA to make that determination. Some CAs may choose to only notify applicants where the application is determined to be major. This eliminates unnecessary paperwork for minor applications while the process moves seamlessly to a decision. Substantial changes to a proposal or a site visit after pre-consultation may impact this timeline.</p>
Notification whether the permit application is considered complete (i.e. it has met submission requirements) for the purpose of CA review	<ul style="list-style-type: none"> • Major permit applications: Within 21 days of the application being received. • Minor permit applications: within 14 days of the application being received. Some CAs may choose to only notify applicants where the application is determined to be major. This eliminates unnecessary paperwork for minor applications while the process moves to a decision. • Routine permit applications: within 10 days of the applications being received. Some CAs may choose to only notify applicants where the application is determined to be major. This eliminates unnecessary paperwork for minor applications while the process moves to a decision. • Note that a CA may choose to issue a permit prior to the end of the 21 day period. In that case, no notification of complete application would be received. • Note that if the application is incomplete, the decision timeline does not begin.
Decision (recommendation to approve or refer to a hearing or Comments to Applicant - Major application)	<ul style="list-style-type: none"> • Within 28 days after a complete application is received. • Within 30 additional days upon receipt of each re-submission.
Decision (recommendation to approve or refer to a hearing)	<ul style="list-style-type: none"> • Within 21 days after a complete application is received. • 15 additional days upon receipt of each re-submission.

or Comments to Applicant - Minor application	
Decision (recommendation to approve or refer to a hearing) or Comments to Applicant - Routine application	<ul style="list-style-type: none"> • Within 14 days after a complete application is received. • 7 additional days upon receipt of each re-submission.

If the CA has not made a decision with regard to an application made under S.28 within the appropriate timeframes noted above, the applicant may contact the senior CA staff serving as a 'client service facilitator' for applications issue management first. If the applicant is not satisfied with the response from the client service facilitator, the applicant can submit a request for administrative review by the General Manager or Chief Administrative Officer, and then if not satisfied, the CA Board. The review will be limited to a complete application policy review and timeframe review and will not include review of the technical merits of the application. It should be noted that the review timelines may be affected by unexpected circumstances. Clear communication with the municipality and applicant is essential in these situations to establish expectations and new timelines.

The costs associated with implementing the best practices can be recovered through CA fees.

2.2 Permit Categories

For the purpose of determining permit decision timelines, the applications should be categorized into the three main streams of: **major, minor and routine permit applications**. This supports an easier understanding by the public and streamlining of the process.

- **Major applications** for S. 28 permits require significant staff involvement. They could be highly complex projects, for example, large subdivisions requiring technical review supported by comprehensive analysis, or smaller scale site specific applications that require complex technical reviews. The proposals may involve developments with significant natural hazards, environmental impacts, or multiple approval process requirements. Generally, these would include Plans of Subdivision and Condominium, large Site Plan Control applications, and major infrastructure development. Major applications could also include those where works have been undertaken, or are in process of being undertaken, without prior approval from the CA; and those where works have been undertaken that do not comply with the CA S. 28 policies and restoration/remediation measures are required.
- Permit applications for development projects could be considered **minor** in nature due to the project size, level of risk, location, and/or other factors. These have minor impacts on the control of flooding, erosion, dynamic beaches, pollution or the conservation of land. Based on the proximity of the project to the hazard, the minor permit applications are reviewed by CA staff and generally require standard recommendations or conditions. Minor permit applications

could be those involving, for example, minor fill; minor development; and minor site alteration where there is a high degree of certainty that issues associated with natural hazards are minimal.

- **Routine** permit applications are activities that are documented through another approval process or are determined to have limited impacts on the control of flooding, erosion, dynamic beaches, pollution or the conservation of land. Routine permit applications could be those involving, Standard Compliance Requirements under the Drainage Act and Conservation Authorities Act Protocol and non-habitable buildings and structures that are less than 10 m² in size.

It is recommended that as part of the annual reporting to the CA Board of Directors on timeliness, CAs may further refine the descriptions of the three permit categories based on the hazards found within their watershed and common development applications received.

2.3 Resubmissions

Amendments to previous submissions or additional information such as technical analysis required as a result of the review process or site inspection affect the application review timelines and/or the categorization of the permit application. There are many best practices for resubmissions identified in the **Client Service Standards for Conservation Authority Plan and Permit Review**. It is recommended that CAs employ a ‘start and stop’ best practice, whereby the decision timeline for a permit application is stopped until a re-submission is made.

3.0 Annual Reporting to the CA Board of Directors

Beginning in 2020, high growth CAs should report at least annually to their Board of Directors on the timeliness of their approvals under Section 28 of the *Conservation Authorities Act*. It is recognized that many CAs already do so. CAs will develop their own tracking methods to report on the timeliness of their reviews. Once the Board has received the information, the annual report should be placed on the CA’s website, as part of the client-centric checklist material. **Table 3** summarizes how the report should be presented to ensure comparability between CAs. CA staff may choose to include in their report common reasons for variance from the timeline guidelines. This could assist with the development of future guidance material to address these areas of variance.

Table 3: Annual Reporting on Timelines for Permissions under Section 28 of the *Conservation Authorities Act*

Conservation Authority	Number of Permits Issued Within Policy and Procedure timeline ⁱ		Number of Permits Issued Outside of Policy and Procedure Timeline		Reason for Variance from Policy and Procedure (Optional)	
	Major	Minor	Major	Minor	Major	Minor
	Number of Permits Issued Within CO		Number of Permits Issued Outside of CO		Reasons for Variance from Guidelines	

	Guideline timeline			Guideline timeline			(Optional)		
	Major	Minor	Routine	Major	Minor	Routine	Major	Minor	Routine

3.1 Annual Reporting to Conservation Ontario Council

As per the CO Council endorsed Client Service and Streamlining Initiative Workplan, for 2020 two interim reports for high growth CAs will be brought to CO Council for information purposes. These reports will be sent to Conservation Ontario staff in May and November. These interim reports from CAs to CO will assist with identifying any issues with the reporting template early on in the process. The final report on annual timeliness will be received by Conservation Ontario Council in April, 2021. For annual reporting from high growth CAs for 2021 and beyond, CAs will be requested to provide annual reporting in February for consideration by Conservation Ontario Council at their AGM.

3.2 Reporting on Level of Service for Applications Made Under the *Planning Act*

Generally municipalities act as planning approval authorities under the *Planning Act* and are responsible for the planning process. CAs have multiple roles in the Planning regime including: i) provincially delegated responsibility related to S. 3.1 of the Provincial Policy Statement; ii) many CAs provide technical advice to municipalities through service agreements; iii) *Planning Act* regulations require municipalities to give notice to CAs regarding changes to policy documents such as Official Plans and Zoning By-laws and planning applications, such as plans of subdivision; iv) CAs provide comments related to local watershed management as a watershed-based resource management agency; and v) CAs may be circulated applications as landowners. CAs are deeply embedded and integrated within the planning system and must work closely with their municipal partners to ensure that their service expectations are being met. As municipalities are adjusting their processes to respond to new timeline requirements under the *Planning Act* and new requirements are anticipated to be established for CAs related to the creation of municipal MOUs and a hazard program and service regulation, Conservation Ontario will await additional information from the Province prior to establishing any supplemental guidance related to reporting on *Planning Act* timelines and there will be no requirement for high growth CAs to report to CO Council.

ⁱ Ministry of Natural Resources and Forestry. *Policies and Procedures for Conservation Authority Plan Review and Permitting Activities*. 2010



Client Service Standards for Conservation Authority Plan and Permit Review

Endorsed: June 24, 2019

Amended: December 9, 2019

Client Service Standards for Conservation Authority Plan and Permit Review

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This document was developed by CO staff with input from the Conservation Ontario Timely Reviews and Approvals Taskforce. The draft document was circulated to all conservation authority CAOs/GMs, as well as forwarded to CA Planning and Regulations contacts for their review and feedback. Conservation Ontario also hosted a Multi-Stakeholder Process Flow Workshop in April, which identified a number of best practices. Comments received from CA feedback and the Multi-Stakeholder Process Flow Workshop were incorporated into an update to this draft guidelines, which was circulated to a number of external stakeholders for their review and feedback. The June, 2019 version of the document incorporates the advice received from those stakeholders as well. Additional feedback was received from AMO in October and the document has subsequently been updated to reflect that input.

Background

In April 2019, Conservation Ontario (CO) Council endorsed the CO Client Service and Streamlining Initiative. This initiative identifies actions to be taken by CAs, in order to help the Province achieve its objective of increasing housing supply while protecting public health and safety, and the environment. CO developed three documents to support the initiative:

1. CA-Municipality MOU Template for Planning and Development Reviews;
2. Guideline for Client Service Standards for Conservation Authority Plan and Permit Review; and
3. Guideline for CA Fee Administration Policies for Plan Review and Permitting.

It is important to note that a number of CAs already have comprehensive service delivery standards, MOUs, and fee structures and associated fee policies/guidelines in place. The 2019 CO documents supplement existing CA documents to support the Province's objective as noted above.

CO used existing CA resources to form a guideline that includes best practices for client service standards. The CO guideline includes several best practices to assist CAs and applicants through the CA approval process. Local CA client service procedures and policies should be consistent with this CO guideline. The costs associated with implementing the best practices and performance evaluation and reporting described in the guideline can be recovered through CA fees.

Conservation Authority Roles and Activities

The role of the CA in plan input and review (i.e. Planning), and in permit review (i.e. Permitting) is summarized below.

Planning – Plan Input and Review

The CA is involved in the review of planning applications under the *Planning Act* in five ways: as an agency with provincially delegated responsibility for the natural hazard policies of the Provincial Policy Statement (PPS); as a municipal technical advisor; as a public body under various regulations made under the *Planning Act*; as a watershed-based resource management agency and as landowners.

- The CA is delegated responsibility under the Provincial One Window Planning System for Natural Hazards. CAs review municipal policy documents and development applications under the *Planning Act* and ensure they are consistent with the natural hazard policies of the PPS. This delegated provincial responsibility is also typically included in local CA-Municipal Memorandum of Understandings (MOUs) for municipal plan review. In this delegated role, Conservation Authorities represent the “Provincial Interest” in planning exercises with respect to natural hazards.
- The CA may also provide technical advice to municipalities for planning applications through service agreements or MOUs. In this capacity, CA staff may provide technical input on potential environmental impacts and how impacts can be avoided or minimized. Comments may apply to a range of matters according to the MOU including, but not limited to: natural hazards, natural heritage, water quality and quantity, stormwater management, and other Provincial Plans such as the Oak Ridges Moraine Conservation Plan, Niagara Escarpment Plan, Greenbelt Plan, Growth Plan for the Greater Golden Horseshoe; certain policies referred to in the *Lake Simcoe Protection Act*, *Great Lakes Protection Act*, and *Clean Water Act*; as well as local Official Plan policy and zoning by-law implementation.
- *Planning Act* Regulations require municipalities to give notice to CAs regarding changes to policy documents such as Official Plans and Zoning By-laws and planning applications, such as plans of subdivision.
- The CA provides additional comments related to local watershed management as a watershed-based resource management agency.
- CAs are also landowners, and as such, may become involved in the planning and development process either as a proponent or in a third-party capacity as an adjacent landowner.

Generally municipalities act as planning approval authorities and are responsible for the planning process. It is recognized that the CA may not have a role in all *Planning Act* applications, but for purposes of this guideline and the identification of best practices, it is assumed that there is a review role for the CA. A summary of the roles of CAs in plan review is included below in **Table 1**.

Table 1: CA Roles in Plan Review

Role	Type of Role	Required, Through Agreement or Voluntary	Representing	Result
Regulatory Agency (S. 28 of the <i>Conservation Authorities Act</i>)	Decision Making	Required	Provincial Interests	CA responsible for decision
Delegated “Provincial Interest”	Review/ Commenting	Required	Provincial Interest	Comments must be considered by municipality
Public Bodies	Review/ Commenting	All	Authority Interests	Comments should be considered by municipality
Service Provider	Service	Through Agreement	Terms of Agreement (MOU)	Dependent upon terms of the agreement
Landowners	Review/ Commenting / Proponents	Voluntary	Authority Interests	Comments may be considered by the municipality

Permitting – Permit Review

The CA issues permits under Section 28 of the *Conservation Authorities Act*. Section 28 allows the CA to regulate development and activities in or adjacent to river or stream valleys, shorelines of the Great Lakes-St. Lawrence River system and inland lakes, watercourses, hazardous lands (e.g. unstable soil, bedrock, and slopes), wetlands and other areas around wetlands. Development taking place on these lands may require permission from the CA to confirm that the control of flooding, erosion, dynamic beaches, pollution or the conservation of land are not affected.

The CA also regulates the straightening, changing, diverting or interfering in any way with the existing channel of a river, creek, stream, and watercourse or for changing or interfering in any way with a wetland.

Upon proclamation of the new S. 28 under the *Conservation Authorities Act*, the CA would also consider whether the activity is likely to create conditions or circumstances that, in the event of a natural hazard, might jeopardize the health or safety of persons or result in the damage or destruction of property.

As CAs are responsible for the review of S. 28 permit applications, they have greater control over the timeliness of approvals as compared to their role in plan input and review.

Guideline: Client Service Standards for Plan and Permit Review

This guideline, on client service standards for plan and permit review, is divided into the following **key matters** that support process streamlining, efficiency and transparency:

- **Online decision support tools**
- **Application management and review**
- **Level of service**
- **Performance evaluation and reporting.**

In addition to the above, **Appendix A** includes an example “general complete application submission for S. 28 permit applications”, with important footnotes. **Appendix B** includes an example CA client service delivery charter, which could be modified further for the local planning and permit review program.

1. Online Decision Support Tools

In April 2019 Conservation Ontario Council endorsed the Service Delivery and Streamlining Initiative which included a commitment to implement a consistent client-centric CA review and approval process checklist that provides transparency of process and rules. The checklist is to be completed and publicly accessible by August for CA jurisdictions with **high growth areas**. The checklist includes:

- Having publicly accessible agreements and policies that guide reviews and decision making, including:
 - CA/Municipal MOUs or Technical Service Agreements,
 - CA plan review and regulation approvals policies/guidelines
 - CA Complete application requirements
 - CA Fee schedules and/or policies
 - CA Client Service Standards Commitment/Policy [including for example, timelines and identification of a senior CA staff contact serving as a ‘client service facilitator’ for plan review and/or permit applications issue management]
- CA Online screening maps
- CA Annual report on review timelines

Regardless of the growth pressures experienced in their watershed, all CAs are encouraged to implement the client-centric CA review and approval process checklist as soon as possible.

The CA should ensure that these decision support tools are available to the public on the CA website and at the CA office. These tools and documents include:

- Online screening maps
- CA-Municipal MOU or technical service agreements
- CA plan review and regulation approvals policies, procedures and guidelines
- CA technical checklist for planning applications
- CA complete application requirements for S. 28 permit applications
- CA fee policies and schedules for planning and permit applications
- CA Client Service Standards Commitment/Policy.

1.1 Online screening maps

Planning applications are typically examined by CA planners and water resources engineers and may be reviewed by other technical staff such as hydrogeologists, geotechnical engineers, ecologists, etc. Critical advice is provided using the best available, most up to date science and information.

It is important to recognize that mapping can be updated for various reasons, for example, site-specific studies or new and updated guidelines will influence the mapping. In the “Made-in-Ontario Environment Plan”, the Province has also identified the need to support environmental planning and to update natural hazard technical guidelines to reflect climate change.

Online screening maps allow clients to efficiently screen development projects, while also supporting transparency and public access to essential information. The following **best practices** can help manage online screening maps, with a priority placed on the CA regulated area screening map:

- The CA will ensure that a CA board approved screening map for the CA regulated area is available to watershed municipalities and the public.
- The screening map will allow for users to view the CA regulated area as a separate data layer [map showing the overall CA S. 28 Regulation Limit].
- The CA regulated area maps should be updated per the “Procedure for Updating Section 28 Mapping: Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulations”, endorsed by Conservation Ontario Council April, 2018
- The CA regulated area maps should be updated on an annual basis (at minimum) for housekeeping changes; and from time to time to maintain accuracy, for example when new provincial technical guidelines are available.
- The updated map will be approved by the CA board in a timely fashion, prior to making it available to the public.
- The CA should ensure accurate reporting of mapping updates, public consultation (to provide information and receive comments), and notification to the Ministry of Natural Resources and Forestry (MNRF) per the “Procedure for Updating Section 28 Mapping: Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulations”, endorsed by Conservation Ontario Council April, 2018. The CA will notify the public of changes to mapped regulated areas.

- The CA regulated area screening map should be searchable by municipal address.
- The applicable criteria for the CA regulated area map, for example provincial technical guidelines, could be made available on the CA website if the guideline is a public document. If the guideline is not made public, then the CA will provide general contact information such that the user can request further information from the organization that issued the guideline.
- The CA will have an agreement that includes a clear disclaimer statement for users of the available map layers. The agreement should appear on top of the map layer such that the user must click “Accept” before being able to view the map layer. See the **Example Disclaimer Introduction box** below, which **as a best practice** can be inserted at the beginning of the disclaimer statement for improved clarity. Note the following important matters regarding click-wrap and data sharing agreements:
 - There may be general clauses in the disclaimer that apply to all CAs, but the dataset-specific inclusions will vary from region to region depending on the source of the data, who owns the Intellectual Property (IP), and other variables. This variation will apply to each unique layer that the CA includes in their web mapping application.
 - Data layers such as natural feature mapping etc. are typically obtained from external sources; therefore diligence is required while displaying these. Add links to where additional data may be obtained beyond CA regulated area mapping such as Natural Heritage Information Centre (NHIC) etc. for wetland data, Areas of Natural and Scientific Interest (ANSI) etc.
 - Conservation authorities have access to the Assessment Parcel layer as sub-licensees through the Ontario Parcel Alliance (OPA), which is administered by the Province of Ontario through Land Information Ontario (LIO). The OPA is an agreement between the Province, Municipal Property Assessment Corporation (MPAC) and Teranet and sets out specific requirements that need to be met before parcel data can be used on a web mapping application. A schedule needs to be completed and signed and the CA has to display certain language in their application as a condition of use.
 - Orthophotography comes to Conservation Authorities from a variety of sources – one of which is municipal partners. Each of these would come with their own specific agreement that would include various rights and obligations. Provincial acquisitions (like SWOOP, SCOOP, FRI and DRAPE), for example, stipulate that these images cannot be displayed on public facing web mapping applications under any circumstances within a two-year period following their capture. After that, they can be used with acknowledgment of the Crown copyright, etc.
 - It would be a best practice for CAs to strive toward making their data available for direct download. An open data licence can help protect against legal action.

This licence should be made available on the website and easily accessible by the public.

- At the discretion of the CA, other information layers may also be provided, for example: floodlines, wetlands, parcel boundaries, source protection areas, intake protection zones, wellhead protection areas, etc. The CA must ensure that relevant best practices are followed for all displayed layers.
- Mapping that informs plan review and technical services can be very complicated, and the services provided by the CA vary depending on the MOU with each municipality. CA websites and fee schedules should include plain language descriptions of the types of services and mapping provided by the CA.

Example Introduction for Disclaimer for Regulated Area Mapping

The mapping is for information screening purposes only, and shows the **approximate** regulation limits. The text of Ontario Regulation [Specific Reg. Number] supersedes the mapping as represented by this data layer. This mapping is subject to change. A site specific determination may be made by the [Name of Conservation Authority].

This layer is the approximate limit for areas regulated under Ontario Regulation [Specific Reg. Number] – [Name of Conservation Authority]: Development, Interference with Wetlands and Alterations to Shorelines and Watercourses, which came into effect [Date]. The Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation affects what and where a Conservation Authority can regulate. Specifically, this regulation allows the Conservation Authority to:

- 1) Prohibit, regulate or provide permission for development if the control of flooding, erosion, dynamic beaches, pollution or the conservation of land may be affected by the development.
- 2) Prohibit, regulate or provide permission for straightening, changing, diverting or interfering in any way with the existing channel of a river, creek, stream, watercourse or changing or interfering with a wetland.

1.2 Other relevant documents

As a **best practice**, the CA will post relevant decision support tools and documents on the CA website. CA-Municipal MOUs or technical service agreements will be posted on CA websites to allow the public to understand how the CA works with local municipalities for plan review and technical services. In addition, CA websites will include other decision support tools such as: CA plan review policies/guidelines; CA Act regulation approvals policies/guidelines; CA technical checklist for planning applications; and CA complete application requirements and checklists for S. 28 permit applications. CA fee policies and schedules and the CA Client Service Standards Commitment/Policy will also be publically available on the CA website.

The costs associated with implementing the best practices can be recovered through CA fees.

2. Application Management and Review

2.1 Application Management

The following are **best practices** to ensure that applications are managed efficiently:

- The CA will implement an internal application tracking system to support efficiency and transparency. Applications are prioritized based on a few factors such as the order in which they are submitted, the complexity, and whether the permit applications are complete or resubmissions. Planning applications may be prioritized based on discussions with and in agreement with the municipality.
- The CA will identify a senior CA staff member as a one point contact to be the ‘client service facilitator’ for issues management around plan review and/or permit applications. The senior CA staff person working in this capacity should participate in regular meetings with the development community in the CA watershed.
- The CA will prioritize S. 28 permit applications for emergency works to respond to circumstances that pose a risk to life and/or property. The CA will note this in the local CA-Municipal MOU.

Each application differs on specifics of the project, location, and the nature, scale and scope of the proposed development. Applications also may have various supporting technical studies. The different types of applications that are received by the CA may include, for example:

- *Planning Act* Applications (Official Plan Amendments, Zoning By-law Amendments, Minor Variances, Plans of Subdivision and Condominium, Site Plan Control, etc.)
- Permissions under S. 28 of the CA Act (soil placement/ re-grading, industrial development, construction of homes, relocations of watercourses, construction of accessory structures such as sheds, etc.).

Developments may undergo both planning and permitting review from the CA. Although there is a need to ensure that *Planning Act* applications are coordinated with S. 28 permit applications, these are two distinct application processes. *Planning Act* applications have to meet tests under the *Planning Act*, Provincial Policy Statement, Official Plans and any applicable provincial plan, whereas S. 28 applications have to meet the requirements of the *CA Act* and individual CA S. 28 regulations.

The emphasis should be on **land use planning first**, which must take into account the same land use constraints that CAs regulate through their S.28 regulations. **Involvement of the CA in the planning process supports good land use planning, which in turn helps to avoid situations where an application is approved under the *Planning Act* that cannot be approved under S.28 of the CA Act.**

2.2 Application Categories

2.2.1 Plan Input and Review Activities under the Planning Act

Municipalities circulate the following types of planning documents and applications made under the *Planning Act* to the CA:

- Official plans and plan amendments
- Zoning by-laws and amendments, holding by-laws and interim control by-laws
- Plans of subdivision or condominium
- Site plan control
- Consents/Land Division
- Minor variances

2.2.1a Plan Input

Under the CO/MNRF/MMAH MOU on CA Delegated Responsibilities, CAs have responsibility for representing the “Provincial Interest” for natural hazard policies (s. 3.1) of the Provincial Policy Statement, 2014 (PPS) under the *Planning Act*. The MOU with the Province commits CAs to review policy documents and development proposals processed under the *Planning Act*. CAs also have a commenting role in approval of new or amended ‘Special Policy Areas’ for flood plains under Section 3.1.3 of the PPS, where such designations are feasible.

Many CAs enter into technical service agreements or MOUs with municipalities for plan input advisory services. As a **best practice**, the CA-Municipal MOU should mutually establish service standards which should include the timelines for circulation and review of planning documents. Schedule 2 of the CO *CA-Municipal MOU Template for Planning and Development Reviews* outlines non-statutory application circulation and review timelines to be negotiated with the CA and municipality. When establishing service standards, it is important that all timelines in MOUs fit into the whole process required to meet statutory requirements. Refer to the CO template for further details.

2.2.1b Plan Review

Some applications require significant CA staff involvement for review. These may include highly complex projects requiring technical review and comprehensive analysis, or smaller, site specific applications with complex technical reviews. Some applications involve large developments with significant natural hazards, environmental impacts, or multiple approvals. Generally, these include Plans of Subdivision and Condominium, and complex Site Plan Control applications often coupled with Official Plan or Zoning By-law amendments.

Some projects have less of an environmental impact than major projects. They could require scoped technical studies. These projects typically have a lower level of hazard risk. Based on the proximity of the project to regulated areas, these planning applications are reviewed by CA staff and generally require standard recommendations to the municipality.

The CA determines the fees for each planning application in accordance with approved fee schedules. The fee schedules are based on the complexity of the application and technical review required, which influences the staff time and resources needed for the review.

Certain activities proposed under planning applications may also trigger the need for a CA Act S. 28 permit (see below).

2.2.2 Permit Application Streams

This CO guideline defines permit applications as “major”, “minor” or “routine”, to support the streamlining of the application review process. This is aligned with or exceeds the standards of the “Policies and Procedures for Conservation Authority Plan Review and Permitting Activities”, published by the Ministry of Natural Resources and Forestry in 2010.

It is recognized that many CAs divide permit applications into more streams than the three described in this guideline, for example: minor, standard/routine, complex, compliance (where works have been undertaken or is in process of being undertaken without prior approval from the CA), restoration (where works have been undertaken that do not comply with the CA S. 28 policies and procedures, and restoration/remediation measures are required), etc.

It is also recognized that some CAs divide permit applications into different streams for the purpose of determining appropriate fees, or separately for the purpose of determining the permit decision timeline.

In the CA service standards, **as a best practice**, the CA should clearly define and distinguish streams that are for determining fees and streams that are for determining permit decision timelines. As well, for the purpose of determining permit decision timelines, the applications should be categorized into the three main streams of: **major, minor and routine permit applications**. This supports an easier understanding by the public and streamlining of the process.

- **Major applications** for S. 28 permits require significant staff involvement. They could be highly complex projects, for example, large subdivisions requiring technical review supported by comprehensive analysis, or smaller scale site specific applications that require complex technical reviews. The proposals may involve developments with significant natural hazards, environmental impacts, or multiple approval processes requirements. Generally, these would include Plans of Subdivision and Condominium, large Site Plan Control applications, and major infrastructure development. Major applications could also include those where works have been undertaken, or are in process of being undertaken, without prior approval from the CA; and those where works have been undertaken that do not comply with the CA S. 28 policies and restoration/remediation measures are required.
- Permit applications for development projects could be considered **minor** in nature due to the project size, level of risk, location, and/or other factors. These have minor

impacts on the control of flooding, erosion, dynamic beaches, pollution or the conservation of land. Based on the proximity of the project to the hazard, the minor permit applications are reviewed by CA staff and generally require standard recommendations or conditions. Minor permit applications could be those involving, for example, minor fill; minor development; and minor site alteration where there is a high degree of certainty that issues associated with natural hazards are minimal.

- **Routine** permit applications are activities that are documented through another approval process or are determined to have limited impacts on the control of flooding, erosion, dynamic beaches, pollution or the conservation of land. Routine permit applications could be those involving, Standard Compliance Requirements under the Drainage Act and Conservation Authorities Act Protocol and non-habitable buildings and structures that are less than 10 m² in size.

Upon proclamation of the new S. 28 under the *Conservation Authorities Act*, the CA would also consider whether the activity is likely to create conditions or circumstances that, in the event of a natural hazard, might jeopardize the health or safety of persons or result in the damage or destruction of property.

2.3 Pre-consultation

2.3.1 Integrated Pre-consultation for Planning Applications

Generally municipalities act as planning approval authorities and are responsible for the planning process, including pre-consultation under the *Planning Act*. As CAs have a provincially delegated responsibility related to S. 3.1 of the PPS, it is important that CAs get circulated applications well in advance of review deadlines to ensure that natural hazard matters are addressed.

Therefore, **integrated pre-consultation with the Planning Approval Authority is a best practice, best achieved through the CA-Municipal MOU by including provisions to involve the CA in pre-consultation** and associated meetings on *Planning Act* applications. This supports clarity and certainty on the extent of the CA review and responsibilities under the *Planning Act*, and also under S. 28 of the CA Act. For complex projects, it is recommended that other relevant approval agencies, such as the Ministry of Transportation, participate in the integrated pre-consultation with the planning approval authority (see example of collaborative and efficient planning in text box below). For less complex planning applications, pre-consultation could be conducted through phone calls, emails, and a review of online screening maps.

As a **best practice**, the CA should ensure that the comments provided as part of the pre-consultation are included in the municipal record. For complex projects, the initial pre-consultation meeting should include a discussion of major milestones with projected timelines, as well as a commitment to ongoing discussion throughout the process. As a **best practice**, the CA will document any follow-up technical meetings with the applicant and provide them with a

copy to ensure clarity (including information related to projected timelines, process, checklists etc.). This will help to streamline the process for both the applicant and the CA.

The CA will work with municipalities and other agencies to ensure the pre-consultation processes are effective in specifying the application requirements, encouraging quality submissions, and meeting circulation timelines. Other **best practices** that support streamlined planning processes include allowing a CA to pre-screen natural hazard technical studies from an application prior to a municipality deeming it complete, including CA technical checklists as part of complete application requirements found within a municipality's Official Plan, establishment of clear submission guidelines, etc. For very complex projects, a CA may consider the use of a design charrettes involving all parties, which is an expanded and more intense version of a pre-consultation. Design charrettes can be quite successful when appropriate ground rules are established and sufficient information about the application and the site is available prior to the meeting.

It is recognized that substantial changes to a proposal or new information from a site visit after pre-consultation may warrant further pre-consultation and/or changes to the CA technical checklist for studies.

Example of Collaborative and Efficient Planning

The North Bay Mattawa Conservation Authority (NBMCA) participates on a Development Application Review Team (DART) with the City of North Bay. All the departments of the City are represented (including legal, tax department and economic development), as well as outside agencies: NBMCA, North Bay Hydro, and the Ministry of the Environment, Conservation and Parks. Applicants present their projects to the group and get one set of comments from the planning staff, in an effective and time efficient process. Read more at: <https://www.cityofnorthbay.ca/business/business-development-process/>

2.3.2 Pre-consultation for Permit Applications

Pre-consultation provides an opportunity for the CA and applicant to discuss the proposal; for the CA to determine whether the application is major or minor; and to notify the applicant of complete application requirements for CA review of the application. However, as mentioned earlier, as CAs are responsible for the review of S. 28 permit applications, they have greater control over the timeliness of approvals.

Applicants are strongly encouraged to engage in pre-consultation with the CA prior to submitting an application. **It is the applicant's responsibility to ensure an appropriate level of pre-consultation has occurred to avoid unnecessary delays in the review of their application.** Standard application review periods assume that pre-consultation has been conducted and that the application meets the requirements as outlined in the CA S.28 permit review guidelines.

The CA should ensure that staff resources are provided to offer timely pre-consultation opportunities. A **best practice** for CAs is to ensure that the landowner or authorized agent is included in pre-consultation meetings or at a minimum receives correspondence regarding their application. This ensures clear communication with the agent/consultant, landowner and CA. At the pre-consultation meeting, the CA should review the technical checklist with the applicant to identify the appropriate studies/technical information for the proposal.

CAs are responsible for the review of S. 28 permit applications, including arranging pre-consultation meetings, site visits, permit decision timelines, etc. As per the “Policies and Procedures for Conservation Authority Plan Review and Permitting Activities”, published by the Ministry of Natural Resources and Forestry in 2010 the CA will determine whether the permit application is major or minor and outline any outstanding information requirements **within 21 days of the pre-consultation meeting**, as indicated in **Table 2**. It is recognized that substantial changes to a proposal or new information from a site visit after pre-consultation may warrant further pre-consultation and/or changes to the CA complete application requirements.

Often times because of the level of pre-consultation undertaken prior to submission of an application, the CA moves seamlessly towards processing the application and issuing the permit. CAs may choose to only notify applicants where the application is determined to be major (for the purpose of permit decision timelines), or the application is incomplete within 21 days. There is no need to notify an applicant that the application is complete if the permission can be issued prior to end of the 21 day period.

As a **best practice**, the CA should document and track comments provided during the pre-consultation and thereafter. A paper trail of the meeting and details should be provided to the applicant to ensure everything is clear from the onset (expectations, process, checklists etc.) to streamline the process for both the applicant and the CA.

2.4 Application Submission Quality

Applicant requirements will be scoped based on the complexity of the project. For applications requiring technical studies, applicants are strongly encouraged to ensure that these studies are properly scoped through pre-consultation before planning and permit applications are submitted. Specific guidance in this regard will need to be sought from CA staff. Properly developed technical studies will support timely review by the CA. Guidelines for review timelines cannot be adhered to when submissions are incomplete and information is received in an uncoordinated fashion.

Technical submissions by the applicant must meet good practice and industry standards to minimize resubmissions and avoid unnecessary delay. As a **best practice** CAs should consider requiring the applicant, as part of the covering letter, to have a professional confirm that an application is complete. Ultimately, quality control is the responsibility of the applicant, to ensure studies are consistent and properly referenced (e.g. location, city).

2.4.1 Planning Application Submissions

The commitment to review timelines assumes that application submissions are complete. Some Official Plans stipulate the complete application requirements. Planning applications will be deemed complete by the municipality, not by the CA, however consultation with CA staff before deeming an application complete is a **best practice** when the CA will be reviewing technical studies and/or plans in support of an application submission.

As a best practice, the CA should work with the municipality to get CA technical checklists included as part of complete application requirements in municipal Official Plans. Therefore municipalities would inform the applicant about the CA technical checklists as part of municipal complete application requirements.

The CA could request the municipality to require the applicant to include a sign off sheet with the technical work to confirm that the work meets good practice and acceptable, current industry standards for technical studies and was completed by persons with relevant qualifications and experience. This **best practice** may help ensure adequate quality of technical studies, which supports CA review.

During the review of the application, CA staff may request additional information if it has been determined that the application does not contain sufficient and/or good quality technical analysis. Note that reviews may be done by “peer reviewers” as well as CA staff. Delays in timelines for decision making may occur due to requests for additional information to address errors or gaps in information submitted for review.

2.4.2 Permit Application Submissions

Upon receipt of an application, CA staff will review the application requirements for the specific project. **Within 21 business days of receipt** of a permit application, the CA will either issue the permit or for more complex projects, notify the applicant in writing whether the application has been deemed complete or not, as indicated in **Table 2**. In order to make the determination of a complete application the CA checks if the application meets submission requirements. The complete application determination does not mean that the application meets all of the tests of the S. 28 regulation. A general list of recommended requirements for a complete application for S. 28 permits is provided in **Appendix A**.

The CA could require the applicant to include a sign off sheet with the technical work to confirm that the work meets good practice and acceptable, current industry standards for technical studies and was completed by persons with relevant qualifications and experience. This **best practice** may help ensure adequate quality of technical studies, which supports CA review.

If the applicant disagrees with the complete application decision the applicant may contact the senior CA staff serving as a ‘client service facilitator’ for applications issue management first. If not satisfied, the applicant can request an administrative review by the CA Chief Administrative Officer/General Manager and then if not satisfied, the CA Board. The review will be limited to a complete application policy review, and will not include review of the technical merits of the

application. During this review, this list of required information will be assessed and a determination will be made.

During the review of the application, CA staff may request additional information if it has been deemed that the application does not contain sufficient technical analysis. Delays in timelines for decision making may occur due to requests for additional information to address errors or gaps in information submitted for review. A S. 28 permit application may be put in abeyance or returned to the applicant, pending the receipt of further information leading to a re-submission. If necessary, this could be confirmed between both parties in correspondence or in an email or as a signed “Agreement to Defer Decision”, to clarify mutually agreeable tasks and timelines, and avoid premature refusals of permits due to inadequate information.

2.5 Re-submission

Amendments to previous submissions or additional information such as technical analysis required as a result of the review process or site investigation may affect the application review timelines. Re-submissions are different between plan review and permitting. As CAs manage the S. 28 permitting process, there are best practices that CAs can use to ensure better quality submissions that help streamline the process.

Some best practices are summarized below.

- When a planning or permit application is determined to be incomplete, the CA will provide a document containing a detailed list of information needed. The applicant must describe how each item is addressed in a covering letter upon re-submission, to indicate that all of the deficiencies have been addressed and itemized. This will help expedite the subsequent review process.
- Meeting with CA staff to go over substantial changes to an application is a positive step, and can speed up review times.
- If a resubmission also modifies other areas of a report or plans that affect an area of interest to the CA, it is a best practice for an applicant or consultant to identify these new changes as well.
- Some CAs have introduced a graduated fee structure to encourage better re-submissions.
- The CA may choose to adopt a ‘start and stop’ **best practice**, whereby the decision timeline for a permit application is stopped - until a re-submission is made.

Re-submissions affect the Level of Service timelines for permit decisions. Re-submissions that are the result of insufficient studies/submissions may be subject to additional fees, which should be clearly laid out in the CA board approved fee schedule.

Re-submissions can be minimized through: pre-consultation, and meeting the CA complete submission requirements - for S. 28 permit applications; and meeting the municipal complete

application requirements as well as the CA technical checklist for planning applications. This message should be reiterated to applicants at the pre-consultation stage.

The costs associated with implementing the best practices can be recovered through CA fees.

3. Level of Service

CAs are committed to meeting timelines for development applications, and meeting service standards. The key steps that form the cornerstone of an efficient and effective CA review process are provided in **Table 2** below.

Table 2: Steps to an Efficient and Effective Conservation Authority Review Process

	Planning Act Application	S. 28 Permit Application
Pre-consultation	Integrated pre-consultation with the Planning Approval Authority	Pre-consultation with the applicant
Application circulation/submission	Consultation with CA staff prior to municipality deeming applications complete. Complete circulation of the planning application, including the necessary technical reports and plans by the municipality to the CA well in advance of the CA review deadline set by the municipality. Consultation with CA staff before deeming an application complete is a best practice when the CA will be reviewing technical studies and/or plans in support of an application submission	Complete submission of the S. 28 application, including the necessary technical reports.
Quality of submission	Good-quality applications including submission of all components, such as technical studies, requested during pre-consultation.	

An overarching best practice is preparing a schedule, and taking a project management approach where both sides commit to meeting the schedule. It is very important to note that as CAs are responsible for the review of S. 28 permit applications; they have greater control over the timeliness of approvals. This critical matter is elaborated upon in the sections below.

3.1 Planning Applications Timelines

Decision making timelines for municipal planning are set out in the *Planning Act*. It is important to note that each municipality has its own planning process; therefore, the standardization of CA comment timelines for all planning applications is not a straightforward matter.

As a **best practice**, the CA-Municipal MOU should mutually establish service standards which should include the timelines for circulation and review of planning applications. Refer to the CO template for CA-Municipal MOU. There may be some modification to these review timelines for

individual applications with discussion and agreement amongst the applicant, municipal and CA staff during the pre-consultation stage and provided that the requirements of the *Planning Act* are met.

To achieve a streamlined approval process, the CA relies heavily on each municipality to include the CA in pre-consultation meetings, consult with the CA prior to deeming applications complete; and to circulate the planning application, technical reports and plans well in advance of the CA review deadline set by the municipality. This, along with the CA participation during pre-consultation and the applicant meeting the CA technical checklist with good quality studies, is vital to the CA meeting level of service timelines for planning applications.

Other **best practices** for CAs are to ensure that front line staff are trained to understand the tight planning turnaround times and the importance of good information and data management.

3.2 Permit Applications Timelines

Service standards for Section 28 permit applications are specified by the Ministry of Natural Resources and Forestry (MNRF) in the “Policies and Procedures for Conservation Authority Plan Review and Permitting Activities (2010)”. This CO guideline suggests three additional best practices based on practical input from CAs. These details are summarized below, and shown in **Table 3**.

As a **best practice**, the CA will make every effort to be consistent with the timelines shown in **Table 3**. It is important to note that the CA has the ability to identify a target timeline for completion that is reduced from these timelines.

Table 3: Level of Service for CA Review of S. 28 Permit Applications

Note: The timelines contained within this table have been developed as best-practices for CA staff. The timeline guideline is recommended as a client service target for CAs and represent a significant improvement to the timelines provided in the MNRF 2010 Guideline entitled “CA Roles and Responsibilities in Plan Review and Permitting”; the timeline guideline for major permits change from a total of 132 to 63 calendar days and for minor permits change from a total of 72 to 42 calendar days. **All timelines presented exclude statutory holidays.**

Application Process Step	Timeline
Notification of complete application requirements for the purpose of review of the permit application by the CA, start of “paper trail” documentation, and discussion of timelines and fees – Pre-consultation	<ul style="list-style-type: none"> • Major permit applications: Within 14 days of the pre-consultation meeting. • Minor permit applications: Within 7 days of the pre-consultation meeting. <p>This will include confirmation of whether the application is considered major or minor, if the applicant has provided adequate</p>

	<p>information (including the scope and scale of the work) for the CA to make that determination. Some CAs may choose to only notify applicants where the application is determined to be major. This eliminates unnecessary paperwork for minor applications while the process moves seamlessly to a decision.</p> <p>Substantial changes to a proposal or a site visit after pre-consultation may impact this timeline.</p>
Notification whether the permit application is considered complete (i.e. it has met submission requirements) for the purpose of CA review	<ul style="list-style-type: none"> • Major permit applications: Within 21 days of the application being received. • Minor permit applications: within 14 days of the application being received. Some CAs may choose to only notify applicants where the application is determined to be major. This eliminates unnecessary paperwork for minor applications while the process moves seamlessly to a decision. • Routine permit applications: within 10 days of the applications being received. Some CAs may choose to only notify applicants where the application is determined to be major. This eliminates unnecessary paperwork for minor applications while the process moves seamlessly to a decision. • Note that a CA may choose to issue a permit prior to the end of the 21 day period. In that case, no notification of complete application would be received. • Note that if the application is incomplete, the decision timeline does not begin.
Decision (recommendation to approve or refer to a hearing) – Major application	<ul style="list-style-type: none"> • Within 28 days after a complete application is received. • Within 30 additional business days upon each re-submission.
Decision (recommendation to approve or refer to a hearing) – Minor application	<ul style="list-style-type: none"> • Within 21 days after a complete application is received. • 15 additional days upon each re-submission.
Decision (recommendation to approve or refer to a hearing) – Routine application	<ul style="list-style-type: none"> • Within 14 days after a complete application is received. • 7 additional days upon each re-submission

If the CA has not made a decision with regard to an application made under S.28 within the appropriate timeframes noted above, the applicant may contact the senior CA staff serving as a ‘client service facilitator’ for applications issue management first. If the applicant is not satisfied with the response from the client service facilitator, the applicant can submit a request for administrative review by the General Manager or Chief Administrative Officer, and then if not

satisfied, the CA Board. It should be noted that the review timelines may be affected by unexpected circumstances. Clear communication with the municipality and applicant is essential in these situations to establish expectations and new timelines.

The costs associated with implementing the best practices can be recovered through CA fees.

3.3 Summary of Best Practices

Table 4 summarizes the best practices provided within this guideline to support the streamlining of CA review of planning and permit applications. It is divided into those best practices that support the CA review of planning applications or permitting applications or both. It is important to refer to the sections identified for the full context and applicability of the practice.

Table 4: Summary of Best Practices

No.	Summary of Best Practices	Section
CA Review of <i>Planning Act</i> Applications		
1.	The CA-Municipal MOU should include provisions to involve the CA in pre-consultation	2.3.1 Pre-consultation for Planning Applications
2.	The CA should work with the municipality to get CA technical checklists included as part of complete application requirements in municipal Official Plans	2.4.1 Planning Application Submissions
3.	The CA could request the municipality to: include a sign off sheet with the technical work to confirm that the work meets good practice and acceptable, current industry standards for technical studies and was completed by persons with relevant qualifications and experience.	2.4.1 Planning Application Submissions
4.	The CA-Municipal MOU should mutually establish service standards which should include the timelines for plan review applications	3.1 Planning Application Timelines
CA Review of applications made under S. 28 of the <i>Conservation Authorities Act</i>		
1.	The CA regulated area will be displayed as a separate data layer in the online screening map	1.1 Online Screening Maps
2.	The CA will ensure that an approved and updated screening map for the CA regulated area is available to watershed municipalities and the public. The updates will be done per the “Procedure for Updating Section 28 Mapping: Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulations”, endorsed by Conservation Ontario (April, 2018).	1.1 Online Screening Maps

No.	Summary of Best Practices	Section
3.	The screening map will be searchable by municipal address.	1.1 Online Screening Maps
4.	The CA will make the mapping rationale available.	1.1 Online Screening Maps
5.	The CA will have an agreement that includes a clear disclaimer statement.	1.1 Online Screening Maps
6.	CA websites and fee schedules should include plain language descriptions of the types of services and mapping provided by the CA.	1.1 Online Screening Maps
7.	The CA will define permit applications as “major”, “minor” or “routine”	2.2.2 Permit Application Streams
8.	The CA should try to ensure that the landowner or authorized agent is included in pre-consultation meetings or as a minimum receive correspondence regarding their application	2.3.2 Pre-consultation for Permit Applications
9.	The CA could require the applicant to: include a sign off sheet with the technical work to confirm that the work meets good practice and acceptable, current industry standards for technical studies and was completed by persons with relevant qualifications and experience.	2.4.2 Permit Application Complete Submissions
10.	The CA will make every effort to be consistent with the suggested process and timelines provided in the Ministry of Natural Resources and Forestry (MNRF) publication “Policies and Procedures for Conservation Authority Plan Review and Permitting Activities” (2010) and this CO guideline.	3.2 Permit Application Timelines
11.	The CA should reiterate the technical checklist for studies to applicants at the pre-consultation meeting	2.5 Re-submission
CA Review of <i>Planning Act</i> and S. 28 Applications		
1.	<p>The CA will manage applications efficiently by:</p> <ul style="list-style-type: none"> • Implementing an internal application tracking system. • Identifying a senior CA staff contact to be the ‘client service facilitator’ for plan review and/or permit applications issue management. • The CA will prioritize applications for emergency works to respond to circumstances that pose a risk to life and/or property. The CA will note this in the local CA-municipal MOU. 	2.1 Application Management

No.	Summary of Best Practices	Section
2.	The CA will post all online decision support tools online	1. Online Decision Support Tools (and 1.1, 1.2)
3.	The CA will identify a senior CA staff serving as a 'client service facilitator' for planning and permit applications issue management	2.1, 2.4.2, 3.2, Appendix B

As reiterated throughout this guideline document, **the costs associated with implementing the best practices can be recovered through CA fees.**

4. Performance Evaluation and Reporting

Service information summaries, performance evaluations, and associated reporting strongly support transparency, process improvements and efficiency. Example report tables are provided below. Performance evaluation must be reported to the CA board. Most of the information should be included in public CA Annual Reports. It is recognized that CAs may need time to fully implement the suggested performance evaluation and reporting. Therefore a 2 year a transition period is recommended.

Service delivery and workload information summaries should be reported on a yearly basis including five year actuals. The summary should include a brief description of the program, and capture unusual increases, trends, or routine workloads. **Table 5** provides an example of reporting on annual workloads.

Table 5: Example of Reporting on Workload Actuals

Applications/Inquiries	2018	2017	2016	2015	2014
Number of Permit applications	101	108	221	165	202
Number of Planning applications	25	40	110	90	131
Number of Landowner inquiries* (resulting in comments)	51	57	34	60	45
Number of Lawyer inquiries (resulting in comments)	36	47	90	104	113
Number of hearings					

*The CA can choose to further divide this into: no. of Property Inquiries, no. of Permit Inquiries

The planning and permit review processes must be evaluated on a yearly basis using key performance indicators (KPIs) such as:

- Application review times (see **Table 6**).
- Percent of target timelines that were achieved (see **Table 7**).
- A summary of deferred or delayed applications, reported to the CA Board.
- Identification of publicly available tools, agreements, policies that guide reviews and decision-making:
 - Online screening map
 - CA-Municipal MOUs or Technical Service Agreements
 - CA plan review and regulation approvals policies, procedures and guidelines
 - CA technical checklist for planning applications
 - CA complete application requirements for S. 28 permit applications
 - CA Fee schedules
 - CA Client Service Standards Commitment/Policy.
- If available, client feedback on performance: responsiveness, cooperation, accessibility, issuance of clear guidance.

Some CAs also provide staff time allocation tracking summaries by program (i.e. plan input vs plan review vs permit vs infrastructure/environmental assessments etc.), to support tracking review process performance, assist in supporting justification for fees, and to find process inefficiencies and efficiencies for staffing and resource allocation. The CA may choose to include this within their performance evaluation.

Table 6: Example for Reporting on Permit Application Review Time

Permit Application Stream	No. of permit applications reviewed with decision in 2018			
	Pre-Consultation within 21 days	1-30 days	31-90 days	> 90 days
Routine	10	10	0	0
Minor	7	58	0	0
Major	15	3	40	0

Table 7: Example for Reporting on Timelines Achieved

Application Type	Percent of Applications where the Timeline is Achieved
Official Plan Amendments*	80%
Zoning By-law Amendments*	72%
Plans of Subdivision*	66%

Site Plan Control*	89%
Consents (Severances)*	76%
Minor Variances*	88%
S. 28 Permits**	85%

*Compare to planning application related timelines set in the CA-Municipal MOU

**Compared to CA Level of Service timelines for S. 28 permit applications

The costs associated with performance evaluation and reporting can be recovered through CA fees.

Sources of Information

- Provincial Direction:
 - Policies and Procedures for Conservation Authority Plan Review and Permitting Activities. Ministry of Natural Resources and Forestry. 2010.
- Conservation Ontario Council endorsed procedures:
 - Procedure for Updating Section 28 Mapping: Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulations. Conservation Ontario Section 28 Regulations Committee. 2018
- CA Policy and Procedural Manuals:
 - Planning and Development Procedural Manual. Toronto and Region Conservation Authority. 2010.
 - Plan Review Manual. Lower Trent Region Conservation Authority. March 2019.
 - Planning and Development Administrative Procedural Document. Credit Valley Conservation Authority. 2011.
 - Rules of Procedure for Permit Application Review and Approval in Accordance with Ontario Regulation 180/06 as amended by Ontario Regulation 63/13 made under Section 28 of the Conservation Authorities Act. Lakehead Region Conservation Authority. July 2018.
 - Ontario Regulation 163/06 Policy document. Lower Trent Region Conservation Authority. October 2018.
- Performance Reporting:
 - CA Staff Report to Board on Customer Service Plan for the Planning and Regulations Program. Long Point Region Conservation Authority. June 17, 2017.
- CA-Municipal Memoranda of Understanding
 - Memorandum of Understanding Between The Regional Municipality of Halton, City of Burlington, Town of Halton Hills, Town of Milton, Town of Oakville, Halton Region Conservation Authority, Credit Valley Conservation Authority, and Grand River Conservation Authority. For An Integrated Halton Area Planning System. July 16, 2018.

- Online Mapping Resources:
 - Lake Simcoe Region Conservation Authority. Ontario Regulation 179/06 Regulated Areas Mapping. Available at:
<https://maps.lsrca.on.ca/EH5Viewer/index.html?viewer=LSRCARegulations>

Appendix A: Example - General Submission for a S. 28 Permit Application

A signed and dated Application for Permit form (complete with the applicant's contact information) should be submitted, along with the other applicable information. This application can be submitted either in digital or hard copy. If the property owner is not applying, then obtain a letter from the property owner identifying that the applicant can act as the agent. The scale and complexity of the proposal will determine which of the studies, reports or design drawings will be needed for the application. A listing of potential studies that may be required can be found in the downloadable document provided below [insert link from the CA website]. The level of detail required for most of the studies and reports can vary widely depending on the property and the proposal. In some situations, a single-page letter from a qualified expert will be sufficient, while in other cases a major study will be necessary.

Permission to Develop

A signed application may contain, but is not limited to the following information:

- 4 copies of a plan of the area showing the type and location of the development
- the proposed use of the buildings and structures following completion of the development; including clarification of municipal or private services (before and after development)
- the approximate start and completion dates of the development
- the elevations of existing buildings, if any, and grades and the proposed elevations of buildings and grades after development
- access/egress on the plan (before and after development)
- drainage details before and after development
- a complete description of the type of fill proposed to be placed or dumped
- signed land owner authorization for the CA to enter the property*
- technical studies/plans as required to meet the regulatory provisions of CA Act S.28**.
- submission of the prescribed fee set by the CA for review of the application.

Permission to Alter

A CA may grant a person permission to straighten, change, divert, or interfere with an existing channel of a river, creek, stream, or watercourse or to change or interfere with a wetland. A signed application may contain, but is not limited to the following information:

- 4 copies of a plan of the area showing plan view and cross-section details of the proposed alteration
- a description of the methods and equipment to be used in carrying out the alteration and access/egress to do the work if applicable
- the start and completion dates of the alteration
- a statement of the purpose of the alteration
- signed land owner authorization for the CA to enter the property
- technical studies/plans as required to meet the regulatory provisions of CA Act S.28**
- submission of the prescribed fee set by the CA for review of the application.

*May not be applicable for works completed under the *Drainage Act*-see *Drainage Act* and *Conservation Authorities Act* Protocol for more details.

** These should include a sign off sheet with the technical work to confirm that the work meets good practice and acceptable, current industry standards for technical studies and was completed by persons with relevant qualifications and experience.

Appendix B: Example - Client Service Delivery Charter for CA Plan and Permit Review Program

We aim to provide a high standard of effective and efficient service to all of our customers of the plan and permit review program. This charter explains our service commitment.

Who are our customers?

- clients of plan and permit application review program including watershed residents, legal staff, real estate staff, engineering and consultants
- municipal and provincial governments

Our commitment to our customers. We will:

- provide customer service that is timely, welcoming and helpful
- provide knowledgeable, professional and courteous service
- treat you with respect, fairness, openness and equality
- ensure it is easy and convenient to contact us
- identify a CA staff as the '**client service facilitator**' for issue management
- maintain customer confidentiality and abide by all privacy legislation
- work to provide accessible services and to the provision of alternate formats, consistent with the *Accessibility Standards for Customer Service*
- ensure our customer service locations are safe and healthy environments

Our customer service standards. We will:

- answer telephone calls to our main reception in person whenever possible during office hours; outside of office hours or when it is not possible to answer a call in person, ensure that messages are forwarded to appropriate staff **within two business days**
- ensure all staff provide a courteous and accurate voicemail greeting indicating when they will be available to respond to messages
- acknowledge receipt of mail, voicemail and email **within two business day**
- explain our processes
- review S. 8 applications **per timelines specified in the Client Service Standards** and planning applications **per the CA-Municipal MOU**
- keep customers informed of timelines and explain if there will be a delay
- post notice of service disruptions on our website and telephone system
- respect our customers' time by keeping scheduled appointments, and strive to attend to general queries from customers without appointments **within two business days**
- use plain language wherever possible, and provide more detail or explanation when asked
- **post screening tools online** including CA regulated area maps, policies, procedures and guidelines, technical checklist for planning applications, complete application requirements for S. 28 permit applications, fee policies and schedules, Client Service Standards

Continuous improvement. We will:

- ensure that all customers have the opportunity to provide feedback on the service received through a CA feedback form
- monitor feedback and review performance regularly, and provide an annual report to our customers via our website
- review our commitments and standards annually

What we expect from our customers. We ask that you please:

- Participate in pre-consultation meetings
- Provide quality technical submissions and complete applications
- Provide requested information or technical resubmissions in a timely fashion
- behave courteously towards our staff and other customers
- be respectful of posted rules including those regarding parking, smoking and pets
- respect our 'no gifts' policy

Approved by the CA Board of Directors.



Guideline for CA Fee Administration Policies for Plan Review and Permitting

Endorsed: June 24, 2019
Amended: December 9, 2019

Introduction

The following table outlines a methodology for the development of conservation authority fee administration policies for plan review and permitting. As an action from the June 13, 2011 CALC Committee meeting, Conservation Ontario (CO) staff undertook a review of five conservation authorities' (CA) fee administration policies for plan review and permitting to develop CO recommended guidelines, including common elements to be included in administrative policies and fee schedules to ensure consistency across CAs. The documents used included:

1. RVCA's *Administrative Procedures for Cost Recovery (User Fees) for Planning Act and delegated Regulatory Approvals* (2005);
2. GRCA's Board Report (2010) on *Permit, Plan Review, Title Clearance and Enquiry Fee Schedule*;
3. HCA's *Confidential Working Brief on Cost Recovery* (2011);
4. LSRCA's *Planning and Development Fees Policy* (2010) (2019 version used); and
5. TRCA Board Reports (2008, 2010, 2011) on the *Review and Proposed Adjustments to Existing Fee Schedules for Planning Services, Permitting and Environmental Assessment Review Services*

The five CAs were selected based upon an understanding that, at the time, they had recently completed or were in the process of completing a fee review and/or had been asked by their respective Boards to achieve 100% cost recovery for fees related to plan review and permitting. This guideline has since been supplemented with additional insight from Central Lake Ontario's Fee Implementation Guideline (updated in 2014) and Toronto and Region's *Moving Towards Plan Review Cost Recovery and Service Improvements* Fact Sheet (2012).

The columns in this guideline set out the (un-proclaimed) legislative requirements of the *Conservation Authorities Act* for CAs when developing fee policies and schedules, as well as the requirements defined in the MNRF Policies and Procedures for the Charging of Conservation Authority Fees (1997). As this guideline includes direct quotes from the MNRF Policy and Procedure, there are some references to activities which are not related to CA plan review and permitting functions. Where applicable, CO has provided guidelines which clarify the provincial requirements as well as provide additional guidance to support the development of robust fee administration policies and schedules for the CA plan review and permitting programs.

Note: This document is intended to be used as a reference by CAs when developing or updating their respective fee policies and schedules. While focused on fees associated with the CA planning and permitting programs, many aspects in this document can be used to inform the development of a comprehensive fee policy document and fee schedule for all applicable CA fees. It is noted that all fees charged by conservation authorities are subject to the Ministry of Natural Resources and Forestry's Policy and Procedure, any requirements outlined in the *Conservation Authorities Act* and to the conservation authority's Board approved policies.

This document was developed by CO staff with input from the Conservation Ontario Timely Reviews and Approvals Taskforce. The draft document was circulated to all CA CAOs/GMs, as well as forwarded to CA Planning and Regulations contacts for their review and feedback, and was subsequently updated. The final draft of this guideline was shared with external stakeholders for review and feedback, including the Association of Municipalities of Ontario (AMO), the Ontario Homebuilders' Association (OHBA), the Building Industry and Land Development Association (BILD), and the Residential Construction Council of Ontario (RESCON) prior to Council approval in June, 2019. Additional feedback was received by AMO in October and the document has subsequently been updated to reflect that input.

	Un-Proclaimed Provisions of the <i>Conservation Authorities Act</i> (Section 21.2)	MNRF Policies and Procedures for the Charging of Conservation Authority Fees (1997)	Conservation Ontario Guidelines for CA Fee Administration Policies for Plan Review and Permitting
Conservation authority fees for programs and services	<p>Fees for programs and services (1) The Minister may determine classes of programs and services in respect of which an authority may charge a fee.</p> <p>Publication of list (2) The Minister shall publish the list of classes of programs and services in respect of which an authority may charge a fee in a policy document and distribute the document to each authority.</p> <p>Updating list (3) If the Minister makes changes to the list of classes of programs and services in respect of which an authority may charge a fee, the Minister shall promptly update the policy document referred to in subsection (2) and distribute the new document to each authority.</p> <p>Where authority may charge fee (4) An authority may charge a fee for a program or service that it provides only if it is set out on the list of classes of programs and</p>	<p>4.1 Conservation Authorities are entitled to set rates, charge and collect fees for services rendered.</p> <p>4.2 Conservation Authorities are encouraged to make programs and services more self-sufficient by applying the user-pay principle.</p> <p>5.3 For planning, and compliance-oriented activities such as regulatory or permitting services, the Conservation Authority fee structures should be designed to recover but not exceed the costs associated with administering and delivering the services on a program basis.</p>	<p>CAs may strive for 100% full cost recovery for services not supported through provincial grant funding; however, CA fees must not exceed the costs of delivering services. It is recognized that costs vary by watershed characteristics (i.e. the types of natural hazards needing to be addressed) and the services being delivered and by Board direction with regard to % cost recovery.</p>
		<p>5.1 Pursuant to Section 21(m.1) of the <i>Conservation Authorities Act</i>, Conservation Authorities may charge fees for the following services:</p> <ul style="list-style-type: none"> – Section 28 permit fees – Plan review – Response to legal, real estate and public enquiries – Extension services (e.g., technical advice/implementation of erosion control measures, forest management/tree planting, wildlife/fisheries habitat management, management of 	<p>CAs are encouraged to consider the applicability of other fees for services associated with planning application reviews (e.g. Environmental Assessments) when developing fee schedules.</p>

	Un-Proclaimed Provisions of the <i>Conservation Authorities Act</i> (Section 21.2)	MNR Policies and Procedures for the Charging of Conservation Authority Fees (1997)	Conservation Ontario Guidelines for CA Fee Administration Policies for Plan Review and Permitting
	<p>services referred to in subsection (2).</p> <p>Amount of fee (5) The amount of a fee charged by an authority for a program or service it provides shall be, (a) the amount prescribed by the regulations; or (b) if no amount is prescribed, the amount determined by the authority.</p>	<p>forests/recreational land owned by others, technical studies)</p> <ul style="list-style-type: none"> – Community relations / information / education services (e.g., tours, presentations, workshops, demonstrations, special events) – Sale of products (e.g. reports, maps, photographs) – Any services under other legislation (e.g., EPA, LRIA, PLA) authorized under agreement with the lead ministry <p>This is provided the service is not supported through provincial grant funding.</p> <p>5.4 Conservation Authority fees should be determined in such a manner as to not deter applicants from receiving due process.</p>	
Conservation authority fee policies and fee schedules for planning and regulations services and programs	<p>Fee schedule (6) Every authority shall prepare and maintain a fee schedule that sets out, (a) the list of programs and services that it provides and in respect of which it charges a fee; and (b) the amount of the fee charged for each program or service or the manner in which the fee is determined.</p>	<p>5.2 Each CA must develop written policy on a fee administrative guideline, which includes:</p> <ul style="list-style-type: none"> - A fees schedule - A process for public notification about the establishment of or any proposed changes to any fee schedule - A clearly defined review and revision process - An process for appeals for fee structures proposed or in place <p>5.3 Fees for planning services should be designed/administered in conjunction with the appropriate planning authorities, in</p>	<p>Eligible direct costs applied to a CA's fee schedule should be specified in the CA fee administrative policy. Eligible direct costs for the plan review and regulations program could include:</p> <ul style="list-style-type: none"> – Staff salary, training and overhead (pension contributions, benefits, CPP, EI, vacation, professional memberships, staff adjustments, etc.) for planning and regulations staff – Appropriate percentage of salary and overhead for staff/consultants that support the plan review and regulations function (e.g. administration, geomatics (GIS) and information technology, engineering,

	Un-Proclaimed Provisions of the <i>Conservation Authorities Act</i> (Section 21.2)	MNR Policies and Procedures for the Charging of Conservation Authority Fees (1997)	Conservation Ontario Guidelines for CA Fee Administration Policies for Plan Review and Permitting
		<p>accordance with Sect. 69 of the <i>Planning Act</i>.</p> <p>5.5 When developing fee schedules, CAs should consider:</p> <ul style="list-style-type: none"> - The fees of neighbouring CAs - Nature/level of fees charged by local municipalities/ministries/other agencies for similar services - Setting fees dependent on complexity of applications/level of CA effort 	<p>surface water and groundwater specialists, source water protection, natural heritage, property management, senior staff/management)</p> <ul style="list-style-type: none"> – Compliance costs (e.g. inspections of approved permits, potential violations and enforcement.) – Office Space (lease, building maintenance, heat, lights, water, computers, network, printers, etc.) – Vehicle costs (acquisition, depreciation, maintenance, insurance, gas, etc.) – Equipment and software (mobile phones, cameras, GPS, safety equipment, software acquisition and development etc.) – Permit and planning legal expenses (e.g. annual expenses and contingency reserve) and insurance (e.g. errors and omissions) – Maintenance and development of public resources (website improvements, fact sheets) – Administrative costs (paper, postage, faxing, courier, etc.)

	Un-Proclaimed Provisions of the <i>Conservation Authorities Act</i> (Section 21.2)	MNRF Policies and Procedures for the Charging of Conservation Authority Fees (1997)	Conservation Ontario Guidelines for CA Fee Administration Policies for Plan Review and Permitting
	Fee policy (7) Every authority shall adopt a written policy with respect to the fees that it charges for the programs and services it provides, and the policy shall set out, <ul style="list-style-type: none"> (a) the fee schedule described in subsection (6); (b) the frequency within which the fee policy shall be reviewed by the authority under subsection (9); (c) the process for carrying out a review of the fee policy, including the rules for giving notice of the review and of any changes resulting from the review; and (d) the circumstances in which a person may request that the authority reconsider a fee that was charged to the person and the procedures applicable to the reconsideration. 	5.2 Each CA must develop written policy on a fee administrative guideline, which includes: <ul style="list-style-type: none"> - A fees schedule - A process for public notification about the establishment of or any proposed changes to any fee schedule - A clearly defined review and revision process - An process for appeals for fee structures proposed or in place 5.3 Fees for planning services should be designed/administered in conjunction with the appropriate planning authorities, in accordance with Sect. 69 of the <i>Planning Act</i> . <p>5.5 When developing fee schedules, CAs should consider:</p> <ul style="list-style-type: none"> - The fees of neighbouring CAS - Nature/level of fees charged by local municipalities/ministries/other agencies for similar services - Setting fees dependent on complexity of applications/level of CA effort 	CAs must develop a fee administrative policy endorsed by their Board. The fee administrative policy should be made accessible to the public on the CA website. <p>In addition to the provincial requirements, the fee administrative policy should include:</p> <ul style="list-style-type: none"> – A list of eligible costs for calculating conservation authority fees for plan review and permitting and the percentage cost recovery target – A statement that inflationary costs (Cost of Living Adjustments) as well as explanatory notes may be applied to fee schedules without undertaking formal consultation. – A provision outlining the process for payment / collection of fees. – Provision(s) outlining exceptions to the application of fees established on the CA fee schedules. – Provision(s) which outlines the approach taken by the CA (and any applicable transition policies) when applications subject to a technical review transcend multiple annual fee requirements and/or different fee policy documents. Such an approach would outline the process and appropriate fee schedule to be used by the CA for applications which have multiple stages of collection (such as plan of subdivision).
	Fee policy to be made public (8) Every authority shall make the fee policy available to the public	5.2 Each CA must develop written policy on a fee administrative guideline, which includes:	Following endorsement from the conservation authority Board, the approved administrative policy and current fee schedule(s) should be

	Un-Proclaimed Provisions of the <i>Conservation Authorities Act</i> (Section 21.2)	MNR Policies and Procedures for the Charging of Conservation Authority Fees (1997)	Conservation Ontario Guidelines for CA Fee Administration Policies for Plan Review and Permitting
	<p>in a manner it considers appropriate.</p> <p>Periodic review of fee policy (9) At such regular intervals as may be determined by an authority, the authority shall undertake a review of its fee policy, including a review of the fees set out in the fee schedule.</p> <p>Notice of fee changes (10) If, after a review of a fee policy or at any other time, an authority wishes to make a change to the list of fees set out in the fee schedule or to the amount of any fee or the manner in which a fee is determined, the authority shall give notice of the proposed change to the public in a manner it considers appropriate.</p>	<ul style="list-style-type: none"> - A fees schedule - <i>A process for public notification about the establishment of or any proposed changes to any fee schedule</i> - <i>A clearly defined review and revision process</i> - An process for appeals for fee structures proposed or in place 	<p>made available to the public online through the CA website</p> <p>The CA fee administrative policy should outline the consultation process for the CAs' fee policy. The consultation process should clearly state the method(s) by which stakeholders will receive notice and an opportunity to comment on both the policy and the fee schedule during the review/revision process. When developing their fee policy and fee schedule(s), conservation authorities should consult with:</p> <ul style="list-style-type: none"> i. Stakeholders such as the Building Industry and Land Development Association, local Ontario Home Builders' Associations, etc. (i.e. common users / clients of the program) ii. Neighbouring conservation authorities (e.g. comparison of services, eligible costs and percentage cost recovery proposed to and/or approved by the Board iii. Municipal partners (e.g. proposed significant changes to fee schedules, defining/distinguishing the service(s) provided) <p>– The CA fee administrative policy should outline a process for the review/revision of the conservation authority fee policy and the fee schedule(s), outlining the frequency within which the review will be conducted by the authority and the process for notifying the public on</p>

	Un-Proclaimed Provisions of the <i>Conservation Authorities Act</i> (Section 21.2)	MNRF Policies and Procedures for the Charging of Conservation Authority Fees (1997)	Conservation Ontario Guidelines for CA Fee Administration Policies for Plan Review and Permitting
			proposed changes. It is recommended that fee schedules should be reviewed at minimum every five years and more frequently, dependent upon the type and rate of growth within a watershed. At the time of the review of the fee schedules and the associated consultation feedback, a CA Board has the opportunity to consider the necessity of a further review/revision to the fee administration policy.
Process for mediation of fee disputes	Reconsideration of fee charged (11) Any person who considers that the authority has charged a fee that is contrary to the fees set out in the fee schedule, or that the fee set out in the fee schedule is excessive in relation to the service or program for which it is charged, may apply to the authority in accordance with the procedures set out in the fee policy and request that it reconsider the fee that was charged.	5.2 Each CA must develop written policy on a fee administrative guideline, which includes: <ul style="list-style-type: none"> - A fees schedule - A process for public notification about the establishment of or any proposed changes to any fee schedule - A clearly defined review and revision process - <i>An process for appeals for fee structures proposed or in place</i> 	CAs must develop a written fee administration policy which includes an appeals process per MNRF requirements. The fee appeal process should include the following elements: <ul style="list-style-type: none"> – the applicant should request an administrative review of the fee first by the CA General Manager or Chief Administrative Officer (or delegate) and then if not satisfied, by the CA Board of Directors or sub-committee designated to hear fee-related matters. – the applicant should specify the reason(s) for the request for an administrative review.
	Powers of authority on reconsideration (12) Upon reconsideration of a fee that was charged for a program or service provided by an authority, the authority may, <p>(a) order the person to pay the fee in the amount</p>		

	Un-Proclaimed Provisions of the <i>Conservation Authorities Act</i> (Section 21.2)	MNRF Policies and Procedures for the Charging of Conservation Authority Fees (1997)	Conservation Ontario Guidelines for CA Fee Administration Policies for Plan Review and Permitting
	<p>originally charged;</p> <p>(b) vary the amount of the fee originally charged, as the authority considers appropriate; or</p> <p>(c) order that no fee be charged for the program or service.</p>		

**Ministry of
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M2020-1356

Mr. Paul McQueen
Warden
County of Grey
paul.mcqueen@grey.ca

Dear Warden McQueen:

I am writing to inform you that the Government of Ontario is taking further steps to keep goods moving during the COVID-19 outbreak by temporarily lifting reduced load period restrictions for truck drivers in southern Ontario.

Lifting reduced load period restrictions will help the trucking industry to efficiently move the essential goods that Ontarians need, including food and agricultural products, medical supplies and fuel.

To assist in the government's actions to support Ontario's need to move essential freight and supplies during the current COVID-19 emergency, the Ministry of Transportation is including the commodities listed for exemption in the federal Hours of Service exemptions as issued by Transport Canada (*see below chart*) from Reduced Load Periods across southern Ontario:

1	Medical supplies and equipment related to the testing, diagnosis and treatment of COVID-19;
2	Supplies and equipment necessary for community safety, sanitation, and prevention of community transmission of COVID-19 such as masks, gloves, hand sanitizer, soap and disinfectants;
3	Paper products and other groceries for emergency restocking of distribution centers or stores;
4	Immediate precursor raw materials-such as paper, plastic or alcohol-that are required and to be used for the manufacture of items in categories (1), (2) or (3);
5	Fuel;
6	Equipment, supplies and persons necessary to establish and manage temporary housing, quarantine, and isolation facilities related to COVID-19;

To assist farmers and agribusinesses, the Ministry of Transportation also plans to temporarily exempt the following commodities:

- Food;
- Farm products; and
- Products that support the production of farm products (e.g. seed, animal feed, fertilizer)

These measures will only be applicable to the portions of southern Ontario, defined by regions south of the Ontario frost penetration depth of 1.6 m which runs along a line extending from Penetanguishene, through Lake Simcoe to Cornwall, including the following geographic areas:

1. The geographic areas of Brant, Bruce, Chatham-Kent, Dufferin, Durham, Elgin, Essex, Grey, Haldimand, Halton, Hamilton, Huron, Lambton, Middlesex, Niagara, Norfolk, Northumberland, Oxford, Peel, Perth, Peterborough, Prince Edward, Simcoe, Toronto, Waterloo, Wellington or York.
2. The part of each of the following geographic areas that is south of that part of the King's Highway known as No. 7:
 - i. Frontenac.
 - ii. Hastings.
 - iii. Kawartha Lakes.
 - iv. Lennox and Addington.
3. The part of the geographic area of Leeds and Grenville that is within the City of Brockville or that is within one of the following townships:
 - i. Athens.
 - ii. Elizabethtown-Kitley.
 - iii. Front of Yonge.
 - iv. Leeds and the Thousand Islands.

As you are aware, the Reduced Load Period allows the local road authority to implement Section 122 of the *Highway Traffic Act*, via local bylaws, to protect pavement infrastructure during the spring thaw period.

I have attached a report recently commissioned by the ministry outlining the outlook for Reduced Load Period across Ontario. The report finds that based on current subsurface temperatures and forecasted weather, the Reduced Load Period has ended in certain areas of southern Ontario and is not expected to return. Thus, the above related exemptions should have minimal impact to infrastructure because the likelihood of subsurface frost remaining in these areas is very low. However, the report notes that in the north (northern Ontario) there is a critical need to maintain Reduced Load Period, to protect investments in infrastructure from damage and to maintain safe roads for the future.

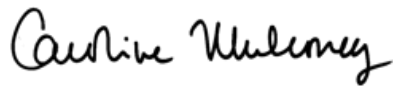
The ministry is always open and willing to consider ideas to reduce the burden for Ontario businesses while maintaining road safety. This is a temporary regulation in response to the COVID-19 outbreak, in effect until June 30, 2020.

I invite your staff to contact Jonathan Boone, Head of Maintenance Materials and Systems if you require more information on instrumentation and weather forecasting used by the ministry to determine the optimal timing for Reduced Load Periods on highways under the jurisdiction of the ministry. Jonathan can be reached at Jonathan.Boone@Ontario.ca or 416-722-8197.

Our food supply chain is one of the strongest in the world, and our government will continue to work with municipalities, the trucking industry, agricultural sector and retailers to ensure the people of Ontario have access to the supplies they need.

Thank you for your understanding and support.

Sincerely,

A handwritten signature in black ink, reading "Caroline Mulroney". The signature is written in a cursive, flowing style.

Caroline Mulroney
Minister of Transportation

Attachment: Spring Load Adjustment (SLA) Outlook for April and May 2020

April 20, 2020

Mr. John Ballantine, Manager
Municipal Finance Policy Branch
Ministry of Municipal Affairs and Housing
13th Floor, 777 Bay Street
Toronto, Ontario
M5G 2E5

Dear Mr. Ballantine:

Re: Comments on Draft Regulation 019-1406 – Changes to the Development Charges Act

On behalf of our many municipal clients, we are providing our comments on the draft Ontario Regulation 019-1406 regarding the proposed changes to the *Development Charges Act* (D.C.A.) and the *Planning Act*, related to the community benefits charge (C.B.C.) framework.

At the outset, we would like to thank the Ministry for some of the changes made thus far (i.e. returning parks, recreation, libraries, long-term care and public health services to the development charge (D.C.) calculation and removing the mandatory 10% deduction within the C.B.C. calculation), which will enhance a municipality's ability to recover the growth-related costs for these services.

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 the original date of January 1, 2021.
- A 12-month transition period may appear sufficient; however, there are more than 200 municipalities in the Province with current 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 suggested time period is consistent with the time-frame provided when major changes were made in 1997



to the D.C.A.; however, it is shorter than the 24-month period provided by the 1989 D.C.A.

- It is therefore requested that a minimum 18-month period be provided for municipalities to transition to a C.B.C.

2. Community Benefits Charge Formula

The C.B.C. will be limited to a maximum rate, set as a percentage of the market value of the land on 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 combined maximum rate of 15% within a two-tier municipal structure; i.e. if, for example, an upper-tier municipality does not charge the maximum rate, the upper-tier municipality should be allowed to transfer (by resolution) a portion of its allotted maximum rate to the lower-tier municipalities so as to maximize their recovery. This would require justification by the lower-tier municipality that it requires recovery beyond the 10% maximum rate. The same would be allowed if lower-tier municipalities do not fully impose the maximum rate allocation, then the upper-tier municipality could utilize the unused allocation.
- There should be different maximum rates applied to residential and non-residential development. From preliminary analysis we have undertaken, the non-residential maximum rate should be in the range of 3% to 5% based on benefits received, whereas the residential maximum rate should be set much higher. We would perceive that the proposed uniform maximum rates would shift the costs burden from residential development to non-residential development and may have a negative impact on commercial/industrial development.

3. Community Benefits Charge Strategy

A C.B.C. strategy must be prepared to support the prescribed maximum rate restrictions (as discussed above). The draft regulation establishes the components of the strategy must 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. Currently, many 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. Either this requirement needs to have transitional provision to allow municipalities to address interim policies, or the transition timing for C.B.C. compliance must be extended.
 - Germain to calculating the C.B.C. is to clearly understand how the application of the charge will 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.). This needs to be better understood by municipalities to inform the strategy and calculation of the charge.
 - Is there a prescribed planning horizon for calculating the C.B.C. (e.g. 10 years) or is the municipality able to determine the planning horizon most suitable to its service planning?
 - Will there be a requirement for municipalities to establish current levels of service, for services other than parkland, to inform the increase in need for service?
 - What is included in the definition of capital costs? For example, can these costs include study and financing costs?
 - Is there a statutory public process required for by-law adoption (e.g. notice of public meeting, public meeting, public release of the strategy, time periods for public consultation)?
 - 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 charge fits within the maximum rate relative to the value of land? For example, a municipality could impose C.B.C.s with a rate structure similar to a D.C. (e.g. charge per residential dwelling unit). When a developer applies for a building permit, a determination would need to be made by the applicant whether the charge payable, based on the type of dwelling being developed, exceeds the maximum permissible percentage of land value. The payment under protest provisions of the legislation provide for this. Allowing C.B.C.s to be imposed with structure similar to a D.C. provides for a tighter nexus between the charge and the



increase in need for service resulting from the development, in this example, by reflecting underlying differences in occupancy levels between different unit types. If the C.B.C. is expressed as a percentage of land value, then the C.B.C. would be more akin to a tax, since there would appear to be no clear relationship between land value and increase in need for service, particularly for the soft services within the jurisdiction of the C.B.C.

4. 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 building permit issuance pending payment of the C.B.C.

5. Other Comments Previously Provided by Watson & Associates Economists Ltd. on the Act Amendments and Draft Regulations

5.1 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 C.B.C. strategy 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?
- Will planning-related studies (i.e. official plans, secondary plans, zoning by-laws, etc.) and/or growth-related financial studies (i.e. fiscal impact assessment of growth) continue to be recovered as a D.C. or are they to be recovered as a C.B.C.?



- Will outstanding debentures and credits related to services being moved from the D.C. regime to the C.B.C. regime be an eligible expense to be recovered as a C.B.C.?

5.2 Reporting on Community Benefits Charges

“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)?

5.3 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 “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*. In contrast to the current reporting under s. 42 (15) of the *Planning Act*, however, 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.

5.4 Appraisals for Community Benefits Charges

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?

5.5 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.?
- Can municipalities still mandate the dedication of parkland in situations where the location is desirable, or must they only take a cash contribution? The ability to take land should be clarified.
- How often will the Province be reviewing the percentage caps to assess if they are sufficient or should be revised?

6. Potential COVID-19 Transitional Matters

We all recognize that during these times many sectors will be needing assistance to maintain a level of financial security and viability. Obviously the residential and non-residential building construction sector will experience a slow down during this period, as will municipalities, as local economies slow.

We have dialogued with a number of municipalities who are developing interim policies with respect to property taxes, water/wastewater rates, various fees and charges including D.C.s and potentially C.B.C.s. In our discussions regarding D.C.s, we have suggested that municipalities consider the short- and medium-term needs of the community and the economy.

Looking back 10 to 12 years at the last major economic downturn, one stimulus initiative provided by senior levels of government was to encourage municipal infrastructure construction by way of grant programs such as the “Build Canada” program. We would expect coming out of this downturn that municipal infrastructure construction could play an important role in assisting the Ontario and local economies. Hence, municipalities will be reliant upon their financial resources to achieve similar results as in the past. Based on this, it may be more beneficial to all stakeholders if the municipalities seek to delay the D.C. payments rather than exempt developments from the payment of D.C.s. This would continue to provide municipalities with the much-needed funding to undertake the necessary infrastructure construction to support the development industry. Moreover, the continued infrastructure construction will generate the need to purchase construction supplies and create construction jobs.



Based on the foregoing, should the Province seek to direct municipalities to adopt interim D.C. policies, we would recommend that these policies be focused on delayed payments versus exemptions or reductions.

Yours very truly,

WATSON & ASSOCIATES ECONOMISTS LTD.

Gary D. Scandlan, BA, PLE
Director

Andrew Grunda, MBA, CPA, CMA
Principal

COVID-19 Pandemic Response @ SVCA

To: SVCA Board Members

Date: April 20, 2020

In early March the COVID-19 pandemic started to be a matter of interest / concern at SVCA when we received a series of emails from Bruce Power highlighting the actions they were taking with their supply chain to protect their employees, and their business from the emerging threat posed by the Coronavirus.

On March 12 we had a Department Managers' meeting to review our current policies, and to prepare for this emerging threat. A draft policy was circulated to the Department Managers the following day for input and subsequently issued to all SVC staff later that day. The draft policy stressed personal hygiene, and social distancing, encouraged all staff to undertake preparations to enable working from home, and curtailed participation at all external meetings.

Over that weekend some SVCA staff notified that they would begin working from home, and others followed suit early in the week.

On March 17th the decision was made to close the office at Formosa to the general public effective March 18th, and move as many staff as possible to remote work.

On March 23rd we issued notice that our Conservation Areas were still open for passive use, but all facilities were closed. We also issued notice that campground opening would be delayed. Later that day the Province of Ontario issued its' emergency declaration and released its' Essential Workers listing. This listing permitted a number of CA activities to continue with modifications. However, in order for any meetings to take place to provide governance and direction to the organization Administrative Bylaws would need to be revised to enable electronic meetings.

On March 24th the Department Managers met again to confirm direction for staff to work from home as much as possible and to set up a rotation for periodic visits to the Formosa office to exchange files and access services not available from home, all with appropriate health and safety considerations in place.

On March 25th, in response to reports of gatherings taking place at some of our properties we issued notice that all Conservation Authority properties would be closed to the public in support of the provincial and local municipal directives associated with their emergency declarations.

SVCA conducted electronic meetings on April 2nd, beginning with a Special Meeting to pass Administrative Bylaw amendments required to enable further meetings to be conducted as per the Minister's Directive received from Minister Jeff Yurek.

Since the closure of all of our properties to public usage we continue to monitor and respond to issues. We also continue to monitor adjustments being made to the provincial Essential Services list and associated communications.

On April 6th our campground users were updated regarding the extension of our closure until we are notified that it is safe and appropriate to open them for public access.

Between April 10th and 13th various CA staff members who need to be out in the communities as part of their essential work, or transitioning between locations as part of that work, were issued an Authorization Letter to carry with them.

On April 14th the Department Managers met again electronically to confirm status of work arrangements. Direction was given to ensure tracking of financial impacts, both positive and negative related to the pandemic so we can begin to understand the impacts on our 2020 budget year.

On April 16th the provincial Emergency Declaration was extended to May 12th so we will not be relaxing any of our restrictions for the foreseeable future.

We do appreciate the support of municipal staff in establishing and monitoring compliance with our property closures.

Respectfully submitted,

Dick Hibma,

Interim General Manager / Secretary-Treasurer

Saugeen Conservation



Grand River Conservation Authority

Summary of the General Membership Meeting – April 24, 2020

This meeting was held virtually and streamed live for the public on

[GRCA's Board Webcast Page](#)

To GRCA/GRCF Boards and Grand River watershed municipalities - Please share as appropriate.

Action Items

The Board approved the resolutions in the following reports as presented in the agenda:

- GM-04-20-25 - Proposed Amendments to Regulations and Standards under the Aggregate Resources Act
- GM-04-20-29 - Brantford Ice Jam Study
- GM-04-20-21 - Financial Summary – Deferred to next meeting pending receipt of financial statements

Information Items

The Board received the following reports as information:

- GM-04-20-22 - Cash and Investment Status
- GM-04-20-24 - Cottage Lot Curbside Garbage and Recycling Materials Collection, Processing, and Disposal Contract 2020-2022
- GM-04-20-27 - Replacement Tractor Purchase
- GM-04-20-28 - General Insurance Renewal 2020-2021
- GM-04-20-31 - Development, Interference with Wetlands and Alterations to Shorelines Regulation
- GM-04-20-26 - Potential Trail and Area Closures Due to Ash Hazard Tree Risk
- GM-04-20-30 - Environmental Assessments
- GM-04-20-20 - New Hamburg Flood Mitigation Study
- GM-04-20-23 - Current Watershed Conditions
- GM-04-20-C01 - GRCA's Response to COVID-19 Pandemic (Confidential Report)

Correspondence

The Board received the following correspondence:

- Drew McKillop - pages of OFSC Economic Impact Study
- Peter Raspberry - Laurel Creek Sugar Shack
- Jim Hamilton - Laurel Creek Sugar Shack
- Town of Milton - Council Resolution
- John Kemp - Giant Hogweed Mitigation Efforts on the Grand River
- MECP - Direction for Conservation Authorities during COVID-19
- Fraser Gibson and Nancy Matthews - Laurel Creek Sugar Shack (*submitted after the agenda was published and distributed separately to the Board*)

For full information, please refer to the [April 24 Agenda Package](#). Complete agenda packages and minutes of past meetings can be viewed on our [online calendar](#). The minutes of this meeting will be posted on our online calendar following the next meeting of the General Membership scheduled on May 22, 2020.

You are receiving this email as a GRCA board member, GRCF board member, or a Grand River watershed member municipality. If you do not wish to receive this monthly summary, please respond to this email with the word 'unsubscribe'.

April 28th, 2020

To: Head of Municipal Hazardous Waste Management

Subject: MHSW Wind-up of Single-use Dry Cell Batteries

As you are aware, Stewardship Ontario has been directed by the Minister of the Environment, Conservation and Parks to wind-up the current Municipal Hazardous or Special Waste (MHSW) Program. Upon wind-up, hazardous materials collected under the MHSW Program will be managed according to an individual producer responsibility (IPR) framework under the *Resource Recovery and Circular Economy Act, 2016*.

Wind-up for single-use dry cell batteries is scheduled to take place June 30, 2020. This letter is to provide notice, as per section 2.5 of the Amended Municipal MSHW Service Agreement, that Stewardship Ontario will have no further responsibility to pay for MHSW services (collection, transportation and processing) related to single-use dry cell batteries performed after June 30, 2020.

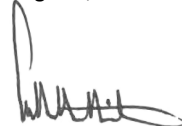
As per the approved [MHSW Wind-Up Plan](#), the deadline for collection and post collection activities are listed below:

Cut-off Date	Activity
June 30, 2020	Single-use Battery program termination date: <ul style="list-style-type: none"> - Materials collected by this date eligible for transportation and processing incentives; - Municipalities eligible for single-use battery related incentives (depot hours and collection events).
July 15, 2020	Deadline for pick-up (by approved transporters) of single-use batteries collected by June 30
August 31, 2020	Deadline: <ul style="list-style-type: none"> - Submission of municipal claims for single-use battery related incentives occurring prior to June 30, 2020 (i.e. MHSW collection events); - Submission of service provider claims for battery incentives (final submission).

Please be advised that Stewardship Ontario will have no ability or authority to continue any payments after the timelines stated in the approved Wind-up Plan for single-use batteries have expired.

Any questions can be sent to Cynthia Hyland at mhsw@stewardshipontario.ca.

Regards,



Cullen Hollister

Director of Operations – Blue Box and MHSW

Elisha Hewgill

Subject: FW: #WeAreHereToHelpGB - check this out!

From: Community Connection/211 Central East Ontario <phillier@communityconnection.ca>

Sent: April 29, 2020 4:45 PM

To: Info <info@southgate.ca>

Subject: #WeAreHereToHelpGB - check this out!

Media Release

April 29th, 2020

211 Central East Ontario, the Owen Sound Police Service, Saugeen Shores Police Service, West Grey Police Service, Hanover Police Service, Ontario Provincial Police, Canadian Mental Health Association Grey Bruce Mental Health and Addiction Services, Bruce Grey Child and Family Services, Women's House Serving Bruce & Grey and The Women's Centre Grey Bruce have partnered to launch a new grassroots campaign called [#HereToHelpGB](#).

This campaign, which officially launched the week of April 27, 2020 has been created to reach youth and women who are in abusive situations or feeling scared during this time of isolation. Our most vulnerable often rely on our schools, daycares, community centers, health care facilities and places of worship as a safe place's in Grey Bruce. With the recent closure of so many of our public and institutional settings, the caring eyes & ears that usually provide comfort and act as safeguards are not physically present. The goal of the campaign is to let individuals who are in need of support know they are not alone, that help is available.

We are asking for the public's support to help spread the message that we are [#HereToHelpGB](#). In the coming days and weeks social media messages and videos will be posted on our social media platforms and websites along with the displaying of posters at places that are still accessible to the public. The messaging will be simple; pictures of Police Officers, Community Partners and/or the public holding signs that read; [#HereToHelpGB](#) with either the number 2-1-1 or a number that can quickly assist a person in need.

If you or someone you know is in an abusive situation, please reach out for the help you need.

Numbers for help:

- 2-1-1 is a 24/7 multilingual helpline to find services in your community
- 9-1-1 is for all emergency situations
- 226-974-0755 a text support line for women in crisis
- 1-800-668-6868 Kids Help Phone

-30-

Pamela Hillier, Executive Director
Community Connection/211 Central East Ontario
phillier@communityconnection.ca

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You are receiving this communication because your email and organization (and/or program) is listed in the 211 database we maintain for the United Way of Bruce Grey and the County of Grey.

Our mailing address is:

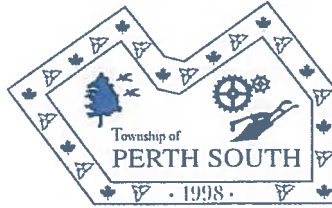
Community Connection
PO Box 683 Stn Main
Collingwood, On L9Y 4E8
Canada

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You can [update your preferences](#) or [unsubscribe from this list](#).





Corporation of the Township of Perth South

3191 Road 122
St. Pauls, ON N0K 1V0
Telephone 519-271-0619
Fax 519-271-0647
lscott@perthsouth.ca

April 16, 2020

Sent by Email

Honourable Doug Ford
Premier of Ontario
Premier's Office, Room 281
Legislative Building, Queen's Park
Toronto, ON M7Z 1A1

Honourable Premier Ford;

Re: Provincially Significant Wetlands Designation

At the regular meeting of Perth South Council held on March 17, 2020 correspondence was received from the Municipality of West Nipissing, the Village of Merrickville-Wolford and Norfolk County (attached hereto) regarding the above noted issue. As a rural municipality, we share the same concerns raised and thoroughly support the resolutions passed and information provided by these municipalities.

Thank you for your consideration of this matter and please contact our office if you require any further information.

Regards,

Lizet Scott
Clerk

Attachments



West Nipissing Ovest

Joie de vivre

The Corporation of the Municipality of West Nipissing
La Corporation de la Municipalité de Nipissing Ovest
101-225, rue Holditch Street, Sturgeon Falls, ON P2B 1T1

P/T (705) 753-2250 (1-800-263-5359)

F/TC (705) 753-3950

March 3, 2020

SENT VIA E-MAIL

Honourable Doug Ford, Premier of Ontario
Premier's Office, Room 281
Legislative Building, Queen's Park
Toronto, ON M7A 1A1

Honourable Premier Ford:

SUBJECT: PROVINCIALY SIGNIFICANT WETLANDS DESIGNATION

At its regular meeting held on February 25, 2020, Council for the Municipality of West Nipissing passed resolution **2020/080**, attached hereto. The resolution supports a request circulated by the Village of Merrickville-Wolford, asking the Ministry of Natural Resources and Forestry to respectfully review its practices and procedures to include a requirement to provide supporting evidence, to impacted municipalities, when designating Provincially Significant Wetlands within their boundaries.

We trust the enclosed is self-explanatory.

Respectfully,

Deputy Clerk / Assistant to the
Chief Administrative Officer

\Encl.

cc: Minister of Natural Resources and Forestry
Minister of Municipal Affairs and Housing
Association of Municipalities of Ontario (AMO)
Rural Ontario Municipal Association (ROMA)
Ontario Municipalities



**The Corporation of the Municipality of West Nipissing /
La Corporation de la Municipalité de Nipissing Ovest**

Resolution No.

2020 / 0 8 0

FEBRUARY 25, 2020

Moved by / *Proposé par* :

Seconded by / *Appuyé par* :

WHEREAS the Municipality of West Nipissing received resolution no. R-029-20 from the Village of Merrickville-Wolford, attached hereto; pertaining to the Ministry of Natural Resources and Forestry's practices and procedures when designating of Provincially Significant Wetlands;

BE IT RESOLVED THAT Council for the Municipality of West Nipissing supports the Village of Merrickville-Wolford requesting that the Ministry of Natural Resources and Forestry to respectfully provide supporting evidence with respect to the expansion of wetlands designations within their boundaries;

BE IT FURTHER RESOLVED THAT Council for the Municipality of West Nipissing calls upon the Ministry of Natural Resources and Forestry to respectfully review its practices and procedures to include a requirement to provide supporting evidence, to impacted municipalities, when designating Provincially Significant Wetlands within their boundaries;

BE IT FURTHER RESOLVED THAT a copy of this resolution be forwarded to the Premier of Ontario, the Minister of Natural Resources and Forestry, the Minister of Municipal Affairs and Housing, the Association of Municipalities of Ontario (AMO), the Rural Ontario Municipal Association (ROMA) and all Ontario municipalities.

	YEAS	NAYS
DUHAIME, Yvon		
FISHER, Christopher		
LARABIE, Roland		
MALETTE, Léo		
ROVEDA, Dan		
SÉGUIN, Jeremy		
SÉNÉCAL, Denis		
SÉNÉCAL, Lise		
SAVAGE, Joanne (MAYOR)		

CARRIED: _____

DEFEATED: _____

DEFERRED OR TABLED: _____

Established 1793
Incorporated
Wolford 1850
Merrickville 1860
Amalgamated 1998



Telephone (613) 269-4791
Facsimile (613) 269-3095

VILLAGE OF MERRICKVILLE-WOLFORD

February 5, 2020

The Honourable Doug Ford, Premier of Ontario
Premier's Office, Room 281
Legislative Building, Queen's Park
Toronto, ON, M7A 1A1

Dear Premier Ford:

Re: Provincially Significant Wetlands Designation

Please find attached the Council of the Corporation of the Village of Merrickville-Wolford's Resolution No. R-029-20, with respect to the Village's concerns surrounding the Ministry of Natural Resources and Forestry's practices and procedures while implementing designations of Provincially Significant Wetlands.

While the attached resolution is tailored to a Village-specific issue, it is Council's position that the concerns expressed therein are being experienced by municipalities Province-wide.

Thank you in advance for the consideration that you give this matter.

Yours truly,

A handwritten signature in black ink, appearing to read "Doug Robertson".

Doug Robertson
CAO/Clerk/Director, Economic Development

c. Honourable John Yakabuski, Minister of Natural Resources and Forestry
Honourable Steve Clark, Minister of Municipal Affairs and Housing
Andy Brown, CAO of the United Counties of Leeds and Grenville
Association of Municipalities of Ontario
Rural Ontario Municipal Association
All Ontario municipalities



VILLAGE OF MERRICKVILLE-WOLFORD

For Clerk's use only, if
required:
**Recorded Vote Requested
By:**

Cameron	Y	N
Foster	Y	N
Halpenny	Y	N
Molloy	Y	N
Struthers	Y	N

Resolution Number: R - 029 - 20

Date: January 27, 2020

Moved by: Cameron Foster Halpenny Molloy

Seconded by: Cameron Foster Halpenny Molloy

WHEREAS the Village of Merrickville-Wolford is endeavouring to adopt a new Official Plan as required per Section 17 of the *Planning Act* and the Village is required to incorporate the Provincial Policy Statements of the Act;

AND WHEREAS the Provincial Policy Statements require the Village to provide in its Official Plan the updated provisions of new and expanded Provincially Significant Wetlands designations;

AND WHEREAS the Council of the Corporation of the Village of Merrickville-Wolford is concerned that the expansion of these wetlands is detrimentally affecting certain landowners and the Village's assessment base;

AND WHEREAS the Council of the Corporation of the Village of Merrickville-Wolford is concerned that designations of Provincially Significant Wetlands have occurred throughout the Province of Ontario without the provision of supporting evidence;



VILLAGE OF MERRICKVILLE-WOLFORD

AND WHEREAS the Council of the Corporation of the Village of Merrickville-Wolford is concerned about the expansion of the Provincially Significant Wetlands in the Northeast quadrant of the Village;

AND WHEREAS the Council of the Corporation of the Village of Merrickville-Wolford is concerned that these wetlands designations have been expanded without the Ministry of Natural Resources and Forestry having provided to the Village supporting evidence to justify said expansion;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Village of Merrickville-Wolford does hereby respectfully request that the Ministry of Natural Resources and Forestry provide the Village with supporting evidence with respect to the expansion of these wetlands designations;

AND THAT the Ministry of Natural Resources and Forestry re-evaluate the subject properties without delay;

AND THAT a copy of this resolution be sent to the Honourable Premier Doug Ford, Minister of Natural Resources and Forestry, the Minister of Municipal Affairs and Housing, the United Counties of Leeds and Grenville, the Association of Municipalities of Ontario and the Rural Ontario Municipal Association and all Ontario municipalities.

Carried / Defeated

A large, stylized handwritten signature in black ink, appearing to read "J. Douglas Struthers".

J. Douglas Struthers, Mayor



Norfolk County Office of the Mayor

March 1, 2020

Ontario Municipalities

Dear Heads of Council and Councillors:

Re: Issues regarding the mapping of Provincially Significant Wetlands (PSWs)

Norfolk County Council is working to address significant issues that have come to our attention regarding the mapping of Provincially Significant Wetlands (PSWs).

Following the Ministry's updated mapping related to PSWs, the County updated its Official Plan to bring its policies in line with the new mapping. Following that, the County planning staff introduced a Zoning By-Law amendment to update the zoning to reflect the new mapping and to provide consistency between the Zoning By-Law and the Official Plan. Though the mapping is wholly outside the County's process and control, the zoning by-law amendment was not approved by Council, flowing from significant public concern about the updated mapping affecting people's properties. In some cases, some of these changes were very significant.

The County submitted comments to the province as part of the review of the Provincial Policy statement requesting that the process for PSW mapping be significantly improved to allow for transparency and better land owner engagement, including, for example, a right of appeal or formal dispute resolution process. This will allow for land owners to be properly informed and engaged where land use designations that affect their property may result. The current process appears to be severely underfunded and without any meaningful way for affected residents to engage.

The County is seeking support from other rural municipalities who may be affected by this to address this issue with the province.

Thank you for your consideration of this matter.

Yours Truly,

A handwritten signature in cursive script that reads "Kristal Chopp".

Mayor Kristal Chopp
Norfolk County

cc. The Honourable Steve Clark,
Minister of Municipal Affairs and Housing

From: [Mary McCuaig](#)
To: [Janice Dupuis](#); [premier@ontario.ca](#)
Cc: [cao@Merrickville-wolford.ca](#); [john.yakabuski@pc.ola.org](#); [steve.clark@pc.ola.org](#); [amo@amo.on.ca](#); [roma@roma.on.ca](#); [accesshalton@halton.ca](#); [accessyork@york.ca](#); [acl Clarke@gorebay.ca](#); [admin@acwtownship.ca](#); [admin@dnetworktownship.ca](#); [admin@eganville.com](#); [admin@englehart.ca](#); [admin@hillontownship.ca](#); [admin@jocelyn.ca](#); [admin@mindenhill.ca](#); [admin@nipissingtownship.com](#); [admin@northmiddlesex.on.ca](#); [admin@papineaucameron.ca](#); [admin@porthope.ca](#); [admin@puslinch.ca](#); [admin@southbrucepeninsula.com](#); [admin@southfrontenac.net](#); [admin@sundridge.ca](#); [admin@zorron.ca](#); [administration@calvintownship.ca](#); [administration@county-lambton.on.ca](#); [administration@greystone.ca](#); [administration@lambtonshores.ca](#); [administration@valharty.ca](#); [Administration-Office-General@grimsby.ca](#); [adminoffice@gordonbarrieisland.ca](#); [alberton@jam21.net](#); [alnhald@alnhaldimand.ca](#); 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[clerk@richmondhill.ca](#); [clerk@sarnia.ca](#); [clerk@stcatharines.ca](#); [clerk@stratford.ca](#); [clerk@timmins.ca](#); [clerk@vaughan.ca](#); [clerk@office@carling.ca](#); [clerk@office@centrehastings.com](#); [clerk@treasurer@billingstwp.ca](#); [clerk@treasurer@pickelake.org](#); [clerk@treasurer@visitmachin.com](#); [cmcgregor@twp.beckwith.on.ca](#); [cob@burlington.ca](#); [cobalt@ntl.sympatico.ca](#); [coeinfo@countyofessex.ca](#); [conmee@tbaytel.net](#); [contact@lakeofbays.on.ca](#); [contact@tillsonburg.ca](#); [contactus@ajax.ca](#); [contactus@cityofkingston.ca](#); [corporate@orillia.ca](#); [cpallo@city.belleville.on.ca](#); [cswearngen@chapleau.ca](#); [ctouzel@brantford.ca](#); [customerservice@markham.ca](#); [customerservice@oxfordcounty.ca](#); [customerservice@siouxlookout.ca](#); [cwwhite@asphodelnorwood.com](#); [dack@ntl.sympatico.ca](#); [dan.thibeault@chamberlaintownship.com](#); [dawsontwp@tbaytel.net](#); [dbatte@brucecounty.on.ca](#); [Christina Conklin](#); 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municipality@eastferris.ca; municipality@redlake.ca; nairncentre@personainternet.com; naw@nalgonaawil.com;
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reception@westlincoln.com; reynald.rivard@armstrong.ca; reynaldrivard@nt.net;
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scooper@penetanguishene.ca; service@kenora.ca; service@oshawa.ca; services@cavanmonaghan.net;
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stjoeadmin@bellnet.ca; suzannej@haltonhills.ca; t.bennett@marmoraandlake.ca; tanya.calleja@huntsville.ca;
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townhall@goderich.ca; townofhearst@hearst.ca; township@centralfrontenac.com; township@dubreuilville.ca;
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townshipofmorley@gmail.com; treasure@ntl.sympatico.ca; twphill@parolink.net; twpmacd@onlink.net;
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juliebouthilllette@larderlake.ca

Subject: RE: Resolution Regarding Provincially Significant Wetlands Designation
Date: April 16, 2020 3:43:48 PM
Attachments: [image002.png](#)

At the regular meeting of April 14, 2020, the Council of the Township of North Stormont passed the following resolution:

“ Res. # 143-2020- Be it resolved that Council supports the resolution from the Municipality of West Nipissing in requiring that MNRF provide supporting evidence prior to designating new Provincially Significant Wetlands.”

Mary McCuaig, A.M.C.T
 Acting CAO/Clerk

The Township of North Stormont
 15 Rue Union St., P.O. Box 99
 Berwick, ON. K0C 1G0
 P: (613) 984-2821 x222
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 W: <https://northstormont.ca>



From: Janice Dupuis <jdupuis@municipality.westnipissing.on.ca>
Sent: Tuesday, March 3, 2020 11:11 AM
To: premier@ontario.ca

Cc: cao@Merrickville-wolford.ca; john.yakabuski@pc.ola.org; steve.clark@pc.ola.org;
 amo@amo.on.ca; roma@roma.on.ca; accesshalton@halton.ca; accessyork@york.ca;
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 admin@southfrontenac.net; admin@sundridge.ca; admin@zorra.on.ca;
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 clerk@burksfalls.ca; clerk@carlowmayo.ca; clerk@cramahetownship.ca;
 clerk@dawneuphemia.on.ca; clerk@evanturel.com; clerk@gananoque.ca; clerk@howick.ca;
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 clerk@ryersontownship.ca; clerk@saugeenshores.ca; clerk@schreiber.ca; clerk@stirling-
 rawdon.com; clerk@strongtownship.com; clerk@swox.org; clerk@thorold.com;
 clerk@town.southbruce.on.ca; clerk@township.limerick.on.ca; clerk@township.mckellar.on.ca;
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 clerks@grey.ca; clerks@midland.ca; clerks@pelham.ca; clerks@pickering.ca;
 clerks@richmondhill.ca; clerks@sarnia.ca; clerks@stcatharines.ca; clerks@stratford.ca;
 clerks@timmins.ca; clerks@vaughan.ca; clerksoffice@carling.ca; clerksoffice@centrehastings.com;
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 cmcgregor@twp.beckwith.on.ca; cob@burlington.ca; cobalt@ntl.sympatico.ca;
 coeinfo@countyofessex.ca; conmee@tbaytel.net; contact@lakeofbays.on.ca;
 contact@tillsonburg.ca; contactus@ajax.ca; contactus@cityofkingston.ca; corporate@orillia.ca;
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 info@admastonbromley.com; info@algonquinhighlands.ca; info@amaranth.ca;
 info@armourtownship.ca; info@atikokan.ca; info@aurora.ca; info@bancroft.ca; info@blindriver.ca;
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 info@chisholm.ca; info@city.elliottlake.on.ca; info@cityofnorthbay.ca; info@cityssm.on.ca;
 info@county.haliburton.on.ca; info@countyofrenfrew.on.ca; info@dourodummer.on.ca;
 info@dufferincounty.ca; info@durham.ca; info@dysartetal.ca; info@eastgarafraxa.ca; info@erin.ca;
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 info@hiltonbeach.com; info@huronkinloss.com; info@khrtownship.ca; info@lanarkcounty.ca;
 info@laurentianhills.ca; info@leamington.ca; info@lincoln.ca; info@loyalist.ca; info@lvtownship.ca;
 info@magnetawan.com; info@markstay-warren.ca; info@mattawa.info; info@matticevalcote.ca;
 info@mcnabbraeside.com; info@meaford.ca; info@melancthontownship.ca; info@milton.ca;
 info@mississippimills.ca; info@moosonee.ca; info@mulmur.ca; info@municipalityofbluewater.ca;
 info@muskoka.on.ca; info@newmarket.ca; info@niagarafalls.ca; info@nipigon.net;
 info@northdundas.com; info@northernbruce.ca; info@orangeville.ca; info@osmtownship.ca;
 info@ottawa.ca; info@pecounty.on.ca; info@peelregion.ca; info@pelee.ca; info@plympton-
 wyoming.ca; info@powassan.net; info@prescott.ca; info@redrocktownship.com; info@renfrew.ca;
 info@rideaulakes.ca; info@sdgcounties.ca; info@seguin.ca; info@selwyntownship.ca;
 info@simcoe.ca; info@smithsfalls.ca; info@snnf.ca; info@southalgonquin.ca; info@southgate.ca;
 info@southglengarry.com; info@southhuron.ca; info@southeriverontario.com;
 info@southstormont.ca; info@southwestmiddlesex.ca; info@springwater.ca; info@stthomas.ca;
 info@tecumseh.ca; info@terracebay.ca; info@thebluemountains.ca; info@town.lasalle.on.ca;
 info@town.uxbridge.on.ca; info@townofnemi.on.ca; info@townofspanish.com;
 info@township.montague.on.ca; info@townshipofperry.ca; info@trenthills.ca; info@trentlakes.ca;
 info@twp.tweed.on.ca; info@tyendinagatownship.com; info@villageofpointedward.com;
 info@villageofwestport.ca; info@warwicktownship.ca; info@wawa.cc; info
 <info@municipality.westnipissing.on.ca>; info@westperth.com; info@whitby.ca;
 info@whiteriver.ca; info@whitestone.ca; info@whitewaterregion.ca; info@wilmot.ca;
 inquiries@huroncounty.ca; inquiries@municipalityofkillarney.ca; inquiries@norfolkcounty.ca;
 inquiries@sables-spanish.ca; inquiries@thamescentre.on.ca; inquiry@amherstburg.ca;
 inquiry@innisfil.ca; jallen@latchford.ca; jaremy.hpayne@bellnet.ca; jastrologo@kingsville.ca;
 jbouthillette@stcharlesontario.ca; jbrick@town.aylmer.on.ca; JBrizard@nationmun.ca;
 jgunby@gbtownship.ca; jhannam@thunderbay.ca; jmellon@deepriver.ca; joann.ducharme@tkl.ca;
 jp.ouellette@cochraneontario.com; jwilloughby@shelburne.ca; karin@baldwin.ca;
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 clerk@swox.org; DEWilson@tillsonburg.ca; kmartin@zorra.on.ca; afaia@cityofwoodstock.ca;
 smatheson@blandfordblenheim.ca; karmstrong@norwich.ca; kayla.francoeur@toronto.ca;
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Lesley.Todd@uclg.on.ca; llalonde@easthawkesbury.ca; llehr@essatownship.on.ca;
lmcdonald@bracebridge.ca; LMclean@iroquoisfalls.com; lscott@perthsouth.ca;
macdonaldn@northumberlandcounty.ca; mail@elizabethstown-kitley.on.ca;
mail@morristurnberry.ca; mail@northdumfries.ca; mail@scugog.ca; mail@southdundas.com;
mail@townofgrandvalley.ca; mail@twpec.ca; malahide@malahide.ca; mattawan@xplor.net.ca;
mbouffard@frenchriver.ca; mcole@thearchipelago.on.ca; mgraves@ingersoll.ca;
mhartling@manitouwadge.ca; mkirkham@wainfleet.ca; mono@townofmono.com;
mouellet@clarence-rockland.com; mturner@westgrey.com; municipality@eastferris.ca;
municipality@redlake.ca; nairncentre@personainternet.com; naw@nalgona.wil.ca;
neebing@neebing.org; office@doriontownship.ca; office@faraday.ca; office@georgianbluffs.on.ca;
office@newbury.ca; office@townshipofjoly.com; oilsprings@ciaccess.com; olga.smith@waterloo.ca;
online@king.ca; pembroke@pembroke.ca; people@johnsontownship.ca; pfettes@clearview.ca;
pgreenwood@shuniah.org; plumtwsp@onlink.net; psinamon@chatsworth.ca;
public.info@mississauga.ca; questions@cambridge.ca; rainyriver@tbaytel.net; ral@northhuron.ca;
ramara@ramara.ca; reception@blackriver-matheson.com; reception@westlincoln.com;
reynald.rivard@armstrong.ca; reynaldrivard@nt.net; rjohnson@townofparrysound.com;
rmurphy@townofbwg.com; rreymer@lucanbiddulph.on.ca; scooper@penetanguishene.ca;
service@kenora.ca; service@oshawa.ca; services@cavanmonaghan.net;
sgoerke@townshipofsevern.com; southwold@southwold.ca; sparisien@prescott-russell.on.ca;
stjoeadmin@bellnet.ca; suzannej@haltonhills.ca; t.bennett@marmoraandlake.ca;
tanya.calleja@huntsville.ca; taytownship@tay.ca; tgarcia@wollaston.ca; thazard@mcdougall.ca;
toc@ontera.net; town@eastwillimbury.ca; town@espanola.ca; town@fort-frances.com;
townclerk@oakville.ca; townhall@collingwood.ca; townhall@goderich.ca; townofhearst@hearst.ca;
township@centralfrontenac.com; township@dubreuilville.ca; township@emo.ca;
township@pertheast.ca; township@wellington-north.com; townshipofgauthier@hotmail.com;
townshipofmorley@gmail.com; treasure@ntl.sympatico.ca; twphill@parolink.net;
twpmacd@onlink.net; twpns@ontera.net; twpoconn@tbaytel.net; twpopas@persona.ca;
twptehk@amtelecom.net; vanessa@townshipleeds.on.ca; vcooper@oro-medonte.ca;
visit@temagami.ca; wayne.hanchard@oliverpaipoonge.on.ca; webadmin@portcolborne.ca;
webmaster@cobourg.ca; webmaster@essex.ca; webmaster@lakeshore.ca; webmaster@london.ca;
webmaster@twp.stclair.on.ca; woolwich.mail@woolwich.ca; wright@middlesexcentre.on.ca;
westelgin@westelgin.net; juliebouthillette@larderlake.ca

Subject: Resolution Regarding Provincially Significant Wetlands Designation

Good morning Honourable Premier Ford,

Please refer to the documents attached hereto regarding the above subject matter.
We trust the enclosed is self-explanatory.

Kindest regards,

Janice Dupuis

*Deputy Clerk / Executive Assistant to
the Chief Administration Officer*

Tel: 705-753-2250 ext. 6907

Fax: 705-753-3950



Municipality of West Nipissing
101-225 Holditch Street
Sturgeon Falls • ON • P2B 1T1
www.westnipissingouest.ca

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The TOWNSHIP of
NORTH DUMFRIES

2958 Greenfield Road
PO Box 1060
Ayr, ON N0B 1E0

April 17, 2020

RE: Suspend Time of Use Electricity Billing

This letter is to advise that at its meeting of April 14, 2020, the Council of the Township of North Dumfries received a copy of the Town of Grimsby resolution (as attached) specific to suspending the time of use for electricity billing. Please be advised that the Council of the Township of North Dumfries hereby supports the resolution as presented.

Sincerely,

A handwritten signature in blue ink that reads "Ashley Sage".

Ashley Sage
Clerk

cc. all Ontario municipalities



**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



The TOWNSHIP of
NORTH DUMFRIES

2958 Greenfield Road
PO Box 1060
Ayr, ON N0B 1E0

April 17, 2020

RE: Tourism Orientated Destination Signage Fee Increases

This letter is to advise that at its meeting of April 14, 2020, the Council of the Township of North Dumfries received a copy of the County of Haliburton resolution (as attached) specific to the Tourism Orientated Destination Signage Fee Increases.

Please be advised that Council of the Township of North Dumfries hereby supports the resolution as presented.

Sincerely,

A handwritten signature in blue ink that reads "Ashley Sage".

Ashley Sage
Clerk

cc. all Ontario municipalities



County of Haliburton

P.O. Box 399 – 11 Newcastle Street
Minden, Ontario K0M 2K0

705-286-1333 phone 705-286-4829 fax

Warden Liz Danielsen

Michael Rutter, CAO
mrutter@county.haliburton.on.ca

February 3, 2020

All Ontario Municipalities

Dear Sir/Madame:

Re: Tourism Oriented Destination Signage Fee Increases

Haliburton County and our local municipalities recently became aware of a significant increase in fees being charged to businesses by Canadian Tourism Oriented Destination Signage Limited. In a time when every effort is being made to remove barriers to prosperity, this change will take money directly from the "bottom line" of small and medium sized businesses and not-for-profits across the Province.

At their most recent meeting, Haliburton County Council passed the following resolution:

Whereas the Ministry of Heritage, Sport, Tourism, and Culture and the Ministry of Transportation supervise the delivery and maintenance of tourism oriented destination signage through a third party – Canadian TODS Limited;
And Whereas our tourism stakeholders and other enterprises rely heavily on this signage to direct customers to their businesses;
And Whereas Canadian TODS Limited recently advised their customers that fees will be doubling, beginning in 2020;
And Whereas this will result in significant financial hardship for those business owners:
Now therefore, be it resolved that the Haliburton County Tourism Committee and Haliburton County Council request that the Minister of Tourism, Culture and Sport and the Minister of Transportation reconsider or phase in this fee increase, allowing an appropriate amount of time for businesses to adjust;
And finally that those municipalities that support the resolution be requested to advise the Ministers noted above and their local MPP of their support.

All of the municipalities in the County of Haliburton recognize the value of this signage and the need for cost increases to meet inflation; however, we are asking that this fee increase be reconsidered and phased in to ease the burden on our stakeholders.

Thank you for your consideration of our request.

Yours truly,



Liz Danielsen
Warden

▶ April 17, 2020

Roger Cook, Manager
Saugeen Mobility and Regional Transit
603 Bruce Line 19
Walkerton, ON N0G 2V0
Via email: roger@saugeenmobility.ca

Re: Specialized Transit Service Partnership

▶ Dear Mr. Cook,

At the April 15, 2020 Council meeting, the Municipality of Kincardine Council passed the following resolution:

WHEREAS Saugeen Mobility and Regional Transit (SMART) supplies an essential specialized transit service for many vulnerable and mobility challenged individuals in our community;

AND WHEREAS the Municipality of Kincardine is a member of the SMART organization;

AND WHEREAS each member municipality financially supports the MART organization and the service provided to each member community;

AND WHEREAS there are multiple agencies supplying specialized transit services across Grey and Bruce Counties creating a fractured service;

AND WHEREAS the duplication of these services is a costly and inefficient way to operate a transit service;

AND WHEREAS the cost for SMART to deliver service continues to rise impacting the burden on taxpayers;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Municipality of Kincardine hereby requests Saugeen Mobility and Regional Transit (SMART) to explore the amalgamation of specialized transit services within Grey and Bruce Counties and transition to a County wide operation to potentially reduce transit duplication and develop transit efficiencies;

AND FURTHER THAT a supporting letter be forwarded to the council of Grey and Bruce Counties and all lower tier municipalities within Grey and Bruce Counties.

Carried.

Please feel free to contact me should you have any comments or questions.

Yours truly,

Donna MacDougall

Signed with ConSignO Cloud (2020/04/17)
Verify with ConSignO or Adobe Reader.



Donna MacDougall

Clerk

cc: County of Grey
County of Bruce
Municipality of Arran-Elderslie
Town of the Blue Mountains
Municipality of Brockton
Township of Chatsworth
Township of Georgian Bluffs
Municipality of Grey Highlands
Town of Hanover
Township of Huron-Kinloss
Town of Meaford
Municipality of North Bruce Peninsula
City of Owen Sound
Town of Saugeen Shores
Municipality of South Bruce
Municipality of South Bruce Peninsula
Township of Southgate
Municipality of West Grey



April 21, 2020

To: Municipalities of Ontario – by email

Re: A Resolution to Request the Province of Ontario Review the Farm Property Class Tax Rate Programme in Light of Economic Competitiveness Concerns between Rural and Urban Municipalities

Please be advised that at its March 10, 2020 meeting, the Council of the Township of Mapleton carried the following Resolution 2020-04-14:

WHEREAS the Province of Ontario implemented changes to property assessment and introduced taxation reform which came into effect in 1998;
AND WHEREAS prior to 1998 farm properties were subject to taxation at the base residential tax rate and qualified farmers applied annually to the province to be reimbursed 75% of the farm portion of the taxes paid to the local municipality;
AND WHEREAS the province changed the method of delivering farmer's rebates by creating the Farm Property Class Tax Rate Programme under the jurisdiction of the Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA);
AND WHEREAS rather than apply annually and wait for property tax rebates, the delivery of the programme shifted to local municipal governments and onto the property tax system;
AND WHEREAS eligible farmland assessment values are now locally subsidized by 75% of their full current value assessment (CVA) to produce a lower weighted assessment base which is used for tax rate setting purposes;
AND WHEREAS the effect of the locally subsidized weighted assessment shifts an increased burden of tax onto all other property classes within the municipality;
AND WHEREAS these taxation reforms were originally supposed to be revenue neutral and offset by funding from the Ontario Municipal Partnership Fund (OMPF) and its predecessor the Community Reinvestment Fund (CRF);
AND WHEREAS the province has been reducing support from the Ontario Municipal Partnership Fund while the cost of the farm tax rebate programme is continuously increasing;
AND WHEREAS an economically competitive agricultural industry provides affordable food and agricultural products to all Ontarians and is a provincial objective that should be cost shared amongst all of its citizens;
AND WHEREAS the cost of this programme disproportionately falls upon property taxpayers in rural municipalities;
AND WHEREAS higher property taxes in rural municipalities is creating economic competitiveness issues between rural and urban municipalities;

(over for page two)



Page 2 of 2, Mapleton Resolution

Re: Prov. Review of Farm Property Class Tax Rate Programme

AND WHEREAS the province hasn't undertaken a review of this programme since it was implemented in 1998;

NOW THEREFORE the Council of the Township of Mapleton requests that:

1. The Province of Ontario undertake a review of the Farm Property Tax Class Rate Programme to determine:
 - a. The appropriateness of the cost of the Farm Property Tax Class Rate Programme falling disproportionately amongst rural residential and business property owners when the benefit of an economically competitive agricultural industry and affordable food and agricultural products is a provincial objective that should be shared amongst all taxpayers in Ontario;
 - b. The adequacy of funding being provided to rural municipalities to offset the cost of the Farm Property Tax Class Rate Programme;
 - c. The differences between the amount of property taxes paid in rural and urban municipalities and the root causes of those differences;
 - d. Economic competitiveness concerns with disproportionately higher average property taxes being paid in rural municipalities;
 - e. Other methods of delivering the farm tax rebate programme to farmland owners where the cost can be shared province-wide.

AND BE IT FURTHER RESOLVED THAT this motion be sent to Hon. Doug Ford, Premier of Ontario, Hon. Steve Clark, Minister of Municipal Affairs and Housing, Hon. Rod Phillips, Minister of Finance, Hon. Ernie Hardeman, Minister of Agriculture, Food & Rural Affairs, MPP Randy Pettapiece, Hon. Ted Arnott, all Ontario Municipalities, Rural Ontario Municipal Association (ROMA) and Association of Municipalities of Ontario (AMO).

Attached you will find the County of Wellington Committee Report dated January 16, 2020 regarding the 'Farm Property Class Tax Rate Programme' for review and consideration.

Should you have any questions or concerns, please contact the undersigned.

Sincerely

Larry Wheeler
Deputy Clerk

Attach. (1)

Township of Mapleton 7275 Sideroad 16, Box 160, Drayton, Ontario NOG 1PO

Phone: 519-638-3313 Fax: 519-638-5113 Toll Free: 1-800-385-7248

www.mapleton.ca



COUNTY OF WELLINGTON

COMMITTEE REPORT

To: Chair and Members of the Administration, Finance and Human Resources Committee
From: Ken DeHart, County Treasurer
Date: Thursday, January 16, 2020
Subject: Farm Property Class Tax Rate Programme

Background:

The Province of Ontario implemented changes to property assessment and introduced taxation reform which came into effect in 1998. Prior to this, farm properties were subject to taxation at the base residential tax rate and farmers applied annually to the Minister of Finance to be reimbursed 75% of the farm portion of taxes paid to the local municipality.

As part of assessment reform, the Province changed the method of delivering farmer's rebates by creating the Farm Property Class Tax Rate Programme under the jurisdiction of the Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA). Under the new programme, rather than apply annually and wait for property tax rebates, delivery of the programme shifted to local municipal governments and onto the property tax system. Eligible farmland assessment values are now discounted by -75% of their full current value assessment (CVA) to produce a lower weighted assessment base which is used for tax rate setting purposes. With residential tax rates being the benchmark ratio of 1.0, farmlands have been set in legislation to have a 0.25 ratio or lower. The effect of the discounted weighted assessment shifts an increased burden of tax onto all other property classes in the County by way of increasing the benchmark tax rate. Doing so has a pronounced effect on the residential sector which comprises 78% of the County's levy base. By comparison, farmland taxes comprise 7% of the total levy base.

	2019 CVA	% raw CVA	WTD CVA	% Wtd CVA	2019 Levy	% of Levy
Residential	12,584,607,345	68.02%	12,584,474,157	77.91%	77,709,877	77.91%
Multi Residential	86,932,592	0.47%	165,171,925	1.02%	1,019,946	1.02%
Farmland	4,499,862,369	24.32%	1,124,965,592	6.96%	6,946,730	6.96%
Commercial	863,761,038	4.67%	1,287,867,708	7.97%	7,952,660	7.97%
Industrial	368,081,028	1.99%	882,959,280	5.47%	5,452,326	5.47%
Pipeline	41,303,954	0.22%	92,933,897	0.58%	573,872	0.58%
Managed Forest	55,959,714	0.30%	13,989,929	0.09%	86,389	0.09%
County Total	18,500,508,040	100.00%	16,152,362,486	100.00%	99,741,800	100.00%

Challenges facing Rural Municipalities

Shifting of farmland discounted assessment onto residential taxpayers is specific to rural municipalities. Schedule A shows the difference between raw (unweighted) assessment roll values and resulting weighted assessment in Wellington County as compared to a typical urban municipality. In 2019 the residential tax class comprised 68.02% of Wellington County's assessment base, but the residential class pays 77.91% of property taxes once tax ratios are factored in. The farmland ratio of 0.25 has the effect of increasing the residential tax burden by approximately 10% across the County.

Conversely, in an urban municipality with very little farm tax class, the residential assessment base of 78.50% is reduced to 66.27% of total weighted assessment used for tax rate setting purposes. A reduction of more than 12% off the residential tax burden. This causes Wellington County economic competitiveness issues for the County's southern municipalities that border a number of urban municipal centres. Tax policy treatment greatly favours urban municipalities in Ontario.

Since the cost of providing the Farm Property Class Tax Rate Programme was downloaded by the province in 1998; provincial funds have been allocated annually to rural municipalities to offset the tax loss. This was supposed to be a revenue neutral allocation. However, each year transfer amounts from the Ontario Municipal Partnership Fund (OMPF) continue to decline. The Table below shows that a total tax levy of \$34,669,691 was necessary in order to provide the farmland tax incentive rebate benefiting 5,807 farm property owners in Wellington. The OMPF allocation county-wide in 2019 was \$7,065,800 leaving a shortfall of more than \$27 million in levy which is shifted onto every other property owner in Wellington County. This translates to \$754 per property in the County or 15.7% of total taxes for the typical homeowner. This is a significant amount of additional property tax burden that our residents continue to bear annually and which are subject to increase depending on market value of farmlands.

In essence, County residents are providing the -75% rebate instead of the Province for the Farm Property Class Tax Rate Programme, creating significant financial hardship amongst our ratepayers and limiting the County's economic competitiveness with neighbouring jurisdictions.

WELLINGTON COUNTY - 2019 FARMLAND PROPERTIES
OMPF FUNDING TO MITIGATE COST OF FARM PROPERTY CLASS TAX REBATE

Municipality	Municipal Rebates	Municipal OMPF Grant	Municipal Levy Impact	County Rebate* Distribution	Total Additional Levy Required
Puslinch	\$ 232,040	\$ 415,700	\$ (183,660)	\$ 2,846,353	\$ 2,662,693
Guelph/Eramosa	\$ 1,137,235	\$ 490,300	\$ 646,935	\$ 3,120,713	\$ 3,767,649
Erin	\$ 890,468	\$ 593,300	\$ 297,168	\$ 2,852,697	\$ 3,149,866
Centre Wellington	\$ 1,987,127	\$ 319,600	\$ 1,667,527	\$ 5,553,231	\$ 7,220,758
Mapleton	\$ 5,235,570	\$ 837,400	\$ 4,398,170	\$ 1,961,338	\$ 6,359,507
Minto	\$ 1,446,483	\$ 1,604,600	\$ (158,117)	\$ 1,153,001	\$ 994,884
Wellington North	\$ 2,900,554	\$ 1,296,800	\$ 1,603,754	\$ 1,844,780	\$ 3,448,534
Wellington County	\$ 20,840,213	\$ 1,508,100	\$ 19,332,113		
Total	\$ 34,669,691	\$ 7,065,800	\$ 27,603,891	\$ 19,332,113	\$ 27,603,891

Additional levy required to provide farm rebate after OMPF grant

Total Properties **	36,607	Tax per property	\$754
Less # of Farms	5,807		
	30,800	Excluding farms	\$896
Population	97,610	Tax per resident	\$283

* County farm rebate distribution based on local municipal levy % share

** excludes special/exempt properties

Farm Application Deadline Requirements

Another challenge faced by rural municipalities is how the farm application and deadline requirements are administered by OMAFRA (now by AgriCorp). In any given year, many farm owners do not submit their applications within the specified deadline. The result is that many bona fide farm properties end up 'flipping' out of the discounted farm class and into the full residential tax class upon the next roll return. The assessment of these farm values are no longer discounted when calculating total weighted assessment, which is used for tax rate setting purposes.

This creates two distinct ongoing problems for rural municipalities. One is that the benchmark residential tax rate is lower than it otherwise would be; and two, upon approval of the late applications by OMAFRA, municipalities must refund the -75% difference in farm taxes retroactive to January of the current or sometimes even the preceding taxation year. There is no administrative or monetary penalty for late applications. Each year Wellington County finds approximately \$20,000,000 of farmland valuation excluded from the farmland discount programme due to late applications.

This year staff identified a major anomaly with farmland assessment loss of close to \$90,000,000. Upon enquiry, it was reasoned that the extremely high change in farm CVA was due to administrative changes as programme delivery shifted from OMAFRA to AgriCorp. County staff expect that most of the outstanding farm applications will be approved and revert back to the farm tax rate during 2020. Staff have included an additional \$300,000 in estimated property tax write-offs into the 2020 budget to set aside additional funds in preparation for the County's share of potential write-offs as tabled below:

2019 FARMLAND CVA CHANGE OVER TO RESIDENTIAL RT CLASS

(Between September 25 in-year growth and final November 2019 growth)

Possible write-off amounts IF all properties revert back to AGRICORP approved FTIP

	PUSLINCH	GET	ERIN	CTR WELL	MPLTN	MINTO	WN	COUNTY
Est Prop Count	-20	-24	-26	-18	-22	-19	-28	-157
Farm CVA Loss	8,500,000	17,500,000	13,000,000	10,000,000	19,000,000	5,000,000	16,500,000	89,500,000
Res Tax Rate	0.00167135	0.00260652	0.00295749	0.00321969	0.00476387	0.00544891	0.00481749	0.00617506
Res Taxes	14,206	45,614	38,447	32,197	90,514	27,245	79,489	552,668
Farm Tax Rate	0.00041784	0.00065163	0.00073938	0.00080492	0.00119097	0.00136223	0.00120437	0.00154376
Farm Taxes	3,552	11,404	9,612	8,049	22,628	6,811	19,872	138,167
Potential w/o *	(\$10,655)	(\$34,211)	(\$28,835)	(\$24,148)	(\$67,885)	(\$20,433)	(\$59,616)	(\$414,501)
							Grand Total*	(\$660,285)

* excludes Education Tax Component

Farmland Property Assessment Valuation

The Municipal Property Assessment Corporation (MPAC) is responsible for placing current market value assessment (CVA) on all properties in Ontario. The most recent province-wide reassessment updating the base year to January 1, 2016 was returned for the 2017 tax year. As mandated by the Province, any assessment increases are phased-in over a 4-year cycle. MPAC reported the average farmland increase province-wide was 64% and residential CVA increased by 18%. By comparison, Wellington County CVA has increased by 68% and 13% respectively.

In the 2016 Assessment Update Summary, MPAC reports they have strengthened the accuracy and equity of farm valuations by improved sales verification processes of bona fide farmer-to-farmer sales along with undertaking a comprehensive review of vacant farmland sales as far back as January 2008. They report that upward trends continue to increase provincially as demand for farmland outweighs the supply and non-agricultural buyers continue to purchase farmlands creating competition. Agri-Food Canada reported the net worth of an average farm was expected to reach \$2.8 million in 2017.

Staff conducted a preliminary review of open market farm sales in Wellington County during 2018 and 2019. The data reveals that the current 2016 base year CVA of farm properties sold continue to be under-assessed by 27.43%. Sale prices ranged from \$26,000 to \$4,200,000.

Wellington County	2019 Farm Sales	2018 Farm Sales	Total Sales
Number of valid farm sales	97	108	205
Total CVA of farm sales	90,515,500	89,366,400	179,881,900
Combined sale prices	130,333,790	117,533,356	247,867,146
Difference sales to assessment	39,818,290	28,166,956	67,985,246
As a percentage	30.55%	23.97%	27.43%

* source MPAC Municipal Connect

Assessment Act Considerations

Current value assessment is defined as “the amount of money the fee simple, if unencumbered, would realize if sold at arm’s length by a willing seller to a willing buyer.” For farm properties, the province has clearly indicated that farm properties are to be treated different from the concept of current value. Section 19(5) of the Assessment Act requires that current value of the land and buildings should only be used when sales are for farm-purposes only and reflect the productivity of the land for farming purposes.

MPAC assessment methods must only consider farmer-to-farmer sales. In this case, the Assessment Act requires MPAC to exclude any sales to persons whose principal occupation is other than farming. This has the effect of excluding any other type of buyer and highest and best-use considerations from current value assessment.

From a land productivity perspective, land classes are adjusted for their productivity. For example, Class 1 farmlands are the most productive for crops, while on the other end of the scale, Class 6 is for swamp and scrublands that are the least productive. Lands in Wellington County and in particular, the southern portion of the County sell for far more per acre than what farms are assessed at for farm purposes. Analysis undertaken with regard to current assessment appeals shows that the best lands (Class 1) are currently being assessed in the \$14,000 to \$16,000 per acre range for farms. Sales of larger land holdings are selling in the range of \$20,000 to \$25,000 per acre range.

The intent of Section 19(5) of the Assessment Act is to limit and protect farm property from current value considerations outside of farming. This means that generally speaking, farms are naturally under-assessed from general market considerations – providing favourable assessments to the farming community in comparison to true market value.

Other Assessment Considerations

- Farm owners who reside on the property do pay a residential tax component for their home plus one acre of land at the farmland rate. However, the valuation is based on a replacement cost method that produces a much lower value (\$223,125) than non-farm residences (\$424,187) as shown here on the average (County) property value and tax comparison.

Average 2019 Farm and Residential Value and Taxes

2019 farm house CVA	223,125	2019 Average Residential Property CVA	\$424,187
2019 Farmland CVA	901,900		
Average 2019 total farm CVA	\$1,125,025		
2019 farm house taxes	\$2,526		
2019 farmland taxes	\$2,553		
2019 total farm taxes	\$5,079	2019 Average residential taxes	\$4,803

- As seen above, while the average farm value is assessed at over 2.6x the value of the average residential property, overall taxes are comparable.
- According to MPAC's 2019 Market Change Profile report, of the 6,465 properties classified as farms, 1,892 are owned and/or occupied by non-farmers. Although the property owners are not engaged in farm activity or business, their properties are valued as if they are. These non-farmers benefit from lower residential structure values and lower land values, which translate to lower taxes simply by nature of leasing their land to a bona fide local farmer. This treatment can be perceived as rather unfair to typical residential property owners in Wellington County.
- Many owners of farmland also enjoy other property tax discounts if they are eligible to enter into either the Managed Forest Tax Incentive Programme (0.25 ratio) or the Conservation Land Programme which is fully exempt from property taxes.
- In order to receive the farm class tax discount, the owner must have a Farm License and be in the business of farming. Municipal taxes paid are then able to be written off as a business expense on annual income tax returns. Whereas residential property owners are not able to do so.

Impacts of Assessment Increases on the Farming Community

Being predominantly a rural community with strong roots planted in farm trades, Wellington County farmers observed significant increases in their farmland valuation. It is acknowledged that farmland values have increased significantly in the County of Wellington. In the 2012 base year valuation, farmland made up 19.8% of the County's assessment base and 5.4% of the taxable assessment base. For the 2016 base year valuation, farmland now makes up 25.1% of the Wellington County assessment base and 7.2% of the taxable assessment base.

Recently, groups such as the Christian Farmers Federation of Ontario (see correspondence received on this agenda) and the Ontario Federation of Agriculture began approaching local Councils to lower the farmland ratio below 0.25 in order to help offset property tax increases. Their efforts have been successful in some municipalities. Schedule B lists the municipalities that have implemented farmland ratio reductions in Ontario as reported to BMA Consultants in the 2019 Municipal Study Report.

When reviewing the list of municipalities on Schedule B, the majority of those municipalities have very little farmland valuation. Many of the urban municipalities that have granted farm ratio reductions have a much higher commercial and industrial base and farmland makes up a much lower percentage of their assessment base than Wellington County.

Many of the other Counties and rural municipalities that have granted ratio reductions (Brant, Chatham-Kent, Dufferin, Grey, Lambton and Oxford) are located further away from the GTA. These municipalities generally have lower residential assessment values and are not competing with GTA municipalities for business to the same extent as Wellington County.

Property Taxes as a Percentage of Income

- OMAFRA reported that in 2018, Wellington County farmers generated \$804,000,000 of revenue at the farm gate. The table below shows farm property taxes as a percentage of farm income to be 1.49%. Average household income in Wellington County for the same period was \$118,474. Average property tax as a percentage of residential income was significantly higher at 4.02%.

Average Farm and Residential Assessment and Taxation	2018
County average residential value	409,368
Total average property taxes *	4,764
Average income	118,474
Portion of residential income devoted to property taxes	4.02%
 Total farm taxes paid in Wellington County *	 11,971,488
County farmers income **	804,000,000
Portion of farm income devoted to property taxes	1.49%

* total taxes include County, local and Education

Closing Comments

Farmland values have been increasing significantly in the County of Wellington, much like other areas of the province. However, there does not appear to be an imbalance in the level of property tax burden shared by the local farming community in comparison to the average residential taxpayer in Wellington County. Under current legislation, farmland benefits from favourable property tax and assessment treatment.

The County's current assessment base cannot bear a further shift from farmland taxes onto other property types and maintain its economic competitiveness. Wellington County does not have a comparable commercial and industrial assessment base to neighbouring urban municipalities that would support such a shift without significantly burdening our residential and business class owners. Provincial grants such as the Ontario Municipal Partnership Fund, which were originally setup to compensate rural municipalities for the loss in farm taxes has been declining, leaving Wellington County taxpayers to support the industry without adequate province-wide cost sharing.

Wellington County is supportive of its local farming community. We recognize the importance of the agricultural industry on the County and in the Province of Ontario. Wellington supports the farming communities' interests in remaining economically competitive. The County is supportive of returning

the responsibility of funding the farm property class tax rebate programme back to the Province where it could be shared province-wide. Residents in urban municipalities, while retaining the benefits of cheap food and agricultural products, are not contributing financially to the economic competitiveness of the industry.

Recommendation:

That the Farm Property Class Tax Rate Programme report be received for information; and

That Wellington County support agricultural industry efforts in lobbying the Province to provide adequate funding to rural municipalities; and

That County Council pass a resolution in support of returning the responsibility of administering the Farm Property Class Tax Rate Programme back to the Province.

Respectfully submitted,

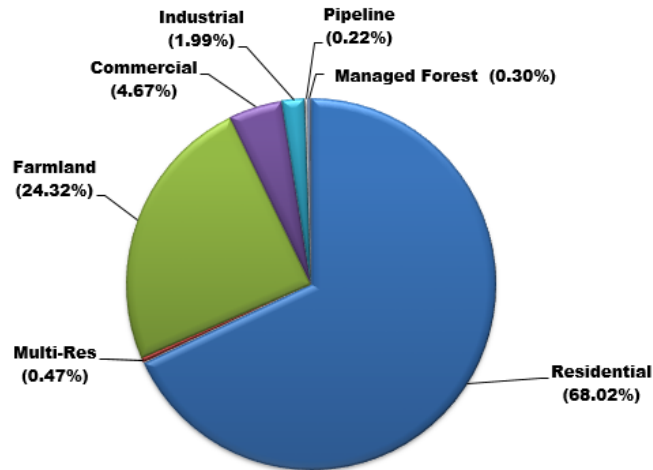
A handwritten signature in black ink, appearing to read 'Ken DeHart', with a stylized flourish extending to the right.

Ken DeHart, CPA, CGA
County Treasurer

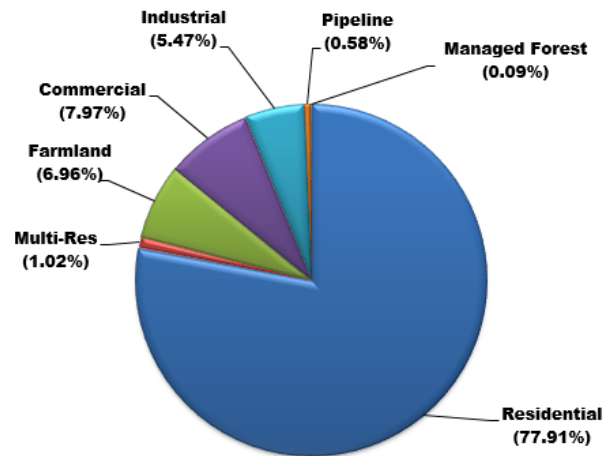
SCHEDULE A

Farm Property Class Tax Rate Programme

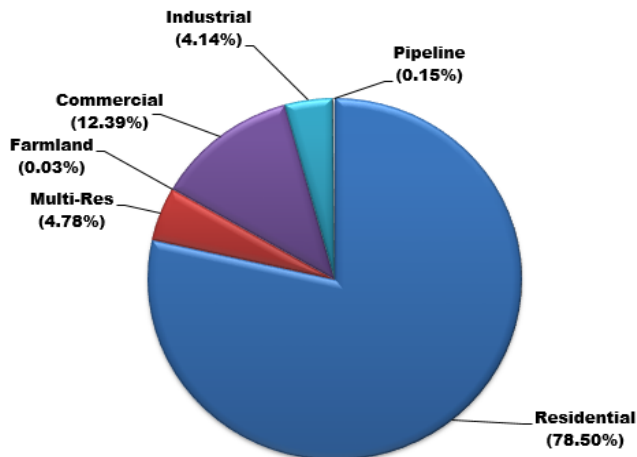
Unweighted Assessment by Property Tax Class 2019
(Share of Property Value - Wellington - Rural)



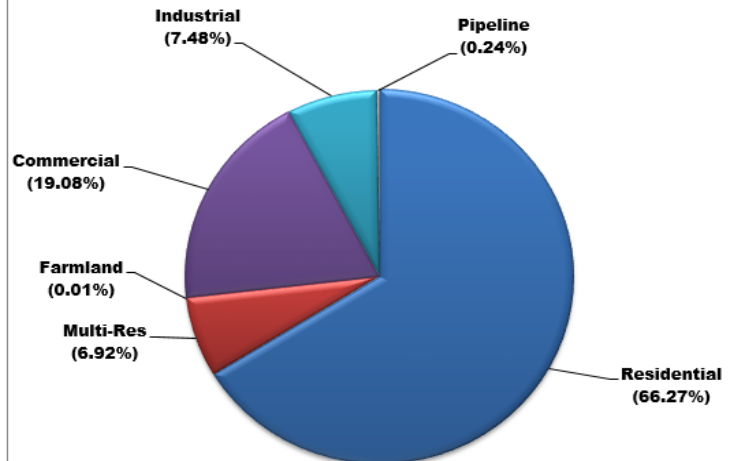
Weighted Assessment by Property Tax Class 2019
(Share of Property Taxes - Wellington - Rural)



Unweighted Assessment by Property Tax Class 2019
(Share of Property Value - Urban)



Weighted Assessment by Property Tax Class 2019
(Share of Property Taxes - Urban)



SCHEDULE B

Farm Property Class Tax Rate Programme

Municipalities with Farmland Ratio Reductions Implemented - 2019

Municipality *	Ratio	Farmland CVA **
Brant County	0.2400	1,319,886,818
Caledon	0.1708	998,099,123
Chathan-Kent	0.2200	5,281,633,220
Dufferin County	0.2300	1,174,945,084
Durham Region	0.2000	2,416,491,305
Greater Sudbury	0.2000	30,618,833
Grey County	0.2400	2,659,127,624
Halton Region	0.2000	971,078,709
Hamilton	0.1767	1,390,781,027
Kingston	0.2125	81,575,403
Lambton County	0.2260	4,794,630,528
London	0.1028	425,488,846
North Bay	0.1500	605,465
Ottawa	0.2000	1,561,813,865
Oxford County	0.2350	5,665,102,027
Prince Edward County	0.2319	401,646,726
Sarnia	0.2260	181,579,114
Average Ratio & CVA	0.2036	1,726,770,807
Wellington County	0.2500	4,464,961,956

* 2019 BMA Study Report - participating municipalities

** from MPAC Provincial Market Change Profile Report



Transmitted via Email

April 22, 2020

RE: TOWN OF GRAVENHURST RESOLUTION – Province of Ontario add Community Gardens, Garden Centres and Nurseries as essential services during the COVID-19 Pandemic

At the Town of Gravenhurst Committee of the Whole meeting held on April 21, 2020, the following resolution was passed:

Moved by Councillor Cairns
Seconded by Councillor Morphy

WHEREAS the Town of Gravenhurst Council fully understands, upon the direction of the Provincial Government, that only businesses and services deemed to be essential are to remain open during the COVID-19 Pandemic;

AND WHEREAS our Not for Profit Community Partners rely on Community Gardens for the ability to grow vegetables that assist in meeting the food related needs as well as providing physical and mental health benefits for our most vulnerable citizens;

AND WHEREAS physical distancing measures would still be needed for those working in Community Gardens;

AND WHEREAS Garden Centres and Nurseries could be required to provide curb-side car drop off service to reduce the risk;

AND WHEREAS the Medical Officer of Health for the Simcoe Muskoka District Health Unit, supports the continuation of Community Gardens throughout the COVID-19 Pandemic;

NOW THEREFORE BE IT RESOLVED THAT the Town of Gravenhurst Council requests that the Province of Ontario add Community Gardens, Garden Centres and Nurseries as essential services;

AND FINALLY THAT this resolution be circulated to Scott Aitchison, MP for Parry Sound-Muskoka, Norm Miller, MPP for Parry Sound-Muskoka, Premier Ford and all Ontario Municipalities requesting their support.

CARRIED

We trust the above to be satisfactory.

Sincerely,

Melanie Hakl

Melanie Hakl
Administrative Clerk 2, Legislative Services

**District Council – Electronic Meeting
April 20, 2020**

The District Municipality of Muskoka

Moved By: S. Cairns

Seconded By: K. Terziano

WHEREAS Muskoka District Council fully understands, upon the direction of the Provincial Government, that only businesses and services deemed to be essential are to remain open during the COVID-19 Pandemic;

AND WHEREAS our Not for Profit Community Partners rely on Community Gardens for the ability to grow vegetables that assist in meeting the food related needs as well as providing physical and mental health benefits for our most vulnerable citizens;

AND WHEREAS physical distancing measures would still be needed for those working in Community Gardens;

AND WHEREAS Garden Centres and Nurseries could be required to provide curb-side car drop off service only to reduce the risk;

AND WHEREAS the Medical Officer of Health for the Simcoe Muskoka District Health Unit, supports the continuation of Community Gardens throughout the COVID-19 Pandemic;

NOW THEREFORE BE IT RESOLVED THAT Muskoka District Council requests that the Province of Ontario add Community Gardens, Garden Centres and Nurseries as essential services;

AND THAT this resolution be circulated to Scott Aitchison, MP for Parry Sound-Muskoka, Norm Miller, MPP for Parry Sound-Muskoka, and all Ontario Municipalities requesting their support.

Carried ✓

Defeated _____


District Clerk



DISTRICT OF PARRY SOUND

56 ONTARIO STREET
PO BOX 533
BURK'S FALLS, ON
POA 1C0

(705) 382-3332

(705) 382-2954

Fax: (705) 382-2068

Email: info@armourtownship.ca

Website: www.armourtownship.ca

April 29, 2020

Honourable Doug Ford
Premier of Ontario
Legislative Building
Queen's Park
Toronto, ON M7A 1A1

Re: Support Resolution - High Speed Internet Connectivity in Rural Ontario

At its meeting held on April 28, 2020, the Council of the Township of Armour passed Resolution #6 supporting our Councillor Rod Ward's letter regarding the need to make substantial investments in high-speed internet connectivity in the rural areas of Ontario.

A copy of Council's Resolution #6 dated April 28, 2020 and Councillor Ward's letter is attached for your consideration.

Sincerely,

Charlene Watt
Deputy Clerk

Cc: MPP Norm Miller, MP Scott Aitchison and Ontario Municipalities

Enclosures



CORPORATION OF THE TOWNSHIP OF ARMOUR

RESOLUTION

Date: April 28, 2020

Motion # 6

That the Council of the Township of Armour supports the letter, dated April 15, 2020 from Councillor Rod Ward, on the need to make substantial investments in high-speed internet connectivity in rural areas. Furthermore, that this resolution and the letter be circulated to Scott Aitchison, MP for Parry Sound-Muskoka, Norm Miller, MPP for Parry Sound-Muskoka and all Ontario municipalities requesting their support.

Moved by:

Blakelock, Rod	<input type="checkbox"/>
Brandt, Jerry	<input checked="" type="checkbox"/>
MacPhail, Bob	<input type="checkbox"/>
Ward, Rod	<input type="checkbox"/>
Whitwell, Wendy	<input type="checkbox"/>

Seconded by:

Blakelock, Rod	<input checked="" type="checkbox"/>
Brandt, Jerry	<input type="checkbox"/>
MacPhail, Bob	<input type="checkbox"/>
Ward, Rod	<input type="checkbox"/>
Whitwell, Wendy	<input type="checkbox"/>

Carried / Defeated

Declaration of Pecuniary Interest by:

Recorded vote requested by:

Recorded Vote:

Blakelock, Rod
Brandt, Jerry
MacPhail, Bob
Ward, Rod
Whitwell, Wendy

For	Opposed
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

April 15, 2020

To whom it may concern,

The COVID-19 pandemic in Ontario has highlighted both our positive responses to a crisis, and some definite shortcomings in infrastructure, systems and services which need to be addressed on a long-term basis. Setting priority on solving these issues will be a challenge, given the differing agendas and the strained budgets. Solving fundamental issues should focus on the most basic needs as a starting point. One of the clear needs in a rural community such as the Almaguin Highlands, highlighted further by recent events, is the need for proper high-speed internet connectivity. Healthcare and education are both going down a path where appropriate connectivity is assumed. Like many models that move outward from metropolitan areas, this assumption is lost on rural areas. For the vast majority of households in our community, true high-speed connectivity simply does not exist. For the vast majority of future strategies in healthcare and education, there is an assumption that it does exist.

Even in areas in the Almaguin Highlands which have 'high-speed' internet, the overall infrastructure is still limited. It is certainly not designed to deal with a sudden huge peak in demand. Whereas the capacity in large urban centres is built to handle the added throughput, there are clear limitations here. The best way to explain it is a comparison to hydro. Imagine if everyone went home at the same time and turned their lights on, but because there wasn't enough hydro capacity overall, all lights were 50% dimmer than normal and some appliances simply didn't work. We no longer have to imagine what happens with internet speed during peak usage. Suddenly during the COVID pandemic, people are working from home who have never worked from home. Kids are trying to do courses on-line. People who are not working are turning on-line to stay connected. Video-conferencing, which was a totally foreign concept to many, is now part of daily routine. Any idea how much internet bandwidth video uses? It's no wonder we hit a wall.

The future of healthcare sees patients being monitored and cared for in their own homes, through the use of technology. The future of education sees students doing much of their learning on-line. The future of business and commerce sees the ability to function outside the 'bricks and mortar' of an office location. Malls disappear and on-line shopping is the norm. For some, that future has already arrived. Our area has already been drastically affected by cutbacks in the area of healthcare and education through gradual decreases in budgets and services. Technology offers us the ability to level the playing field to a great extent. High-speed connectivity cannot be seen as a luxury or a nice-to-have, any more than hydro should be seen that way. In order to solve some other problems (i.e. skyrocketing budgets in healthcare and education) the wise investment is in providing connectivity for every resident in the province.

A handwritten signature in dark ink, appearing to read 'Rod Ward', with a stylized flourish at the end.

Rod Ward
Councillor
Armour Township

The Corporation of the Township of Southgate
By-law Number 2020-044
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 May 6, 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 May 6, 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 6th day of May, 2020.

John Woodbury - Mayor

Lindsey Green – Acting Clerk