



**Township of Southgate
Council Meeting Agenda**

October 7, 2020

9:00 AM

Electronic Participation

Pages

1. Electronic Access Information

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

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

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

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

2. Call to Order

3. Confirmation of Agenda

Be it resolved that Council confirm the agenda as presented.

4. Declaration of Pecuniary Interest

5. Delegations & Presentations

5.1 JunCtian Community Initiatives - Presentation

12 - 24

Be it resolved that Council receive the JunCtian Community Initiatives presentation as information.

5.2 Cuesta Planning Consultants - Robert Harris Entrance Request - Southgate Road 41 - Delegation

25 - 26

Be it resolved that Council receive the delegation from Cuesta Planning Consultants regarding Robert Harris's entrance request on Southgate Road 41 as information.

6. Reports of Municipal Officers

6.1 Planner Clinton Stredwick

6.1.1 PL2020-062 - Request for Second Entrance - Harris 27 - 30

Report was deferred at the September 16, 2020 Council meeting.

Be it resolved that Council receive Staff Report PL2020-062 for information; and

That Council refuse the request for a second entrance for this residential property.

7. Adoption of Minutes 31 - 45

Be it resolved that Council approve the minutes from the September 16, 2020 Council meeting as presented.

8. Reports of Municipal Officers

8.1 Fire Chief Derek Malynyk

8.1.1 FIRE2020-016- Volunteer Fire Fighter Appointment 46

Be it resolved that Council receive Staff Report FIRE2020-006 for information; and

That Council approve the hiring of Jaxyn Thompson as an Auxiliary member with the Dundalk Fire Department.

8.2 Clerk Lindsey Green

8.2.1 CL2020-030- Procedural By-law and Electronic Participation Policy Approval 47 - 48

Be it resolved that Council receive Staff Report CL2020-030 as information; and

That Council approve By-law 2020-115 being a by-law to adopt an Electronic Participation Policy No. 86; and

That Council waive Procedural By-law Section 30.1 to allow for a repeal of the current Procedural By-law without public notice; and

That Council approve Procedural By-law 2020-120 as presented.

- 8.2.2 By-law 2020-115 - Adopt Electronic Participation Policy** 49 - 54
- Be it resolved that** by-law number 2020-115 being a By-law to adopt a "Electronic Participation Policy" known as Policy Number 86 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.
- 8.2.3 By-law 2020-120 - Procedural By-law** 55 - 107
- Be it resolved that** by-law number 2020-120 being a by-law to govern the proceedings of Council, Committees, Public Meetings and Committee of Adjustment 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.
- 8.2.4 CL2020-031- Fire Reservoir Agreement with the Trustees of the Independent Old Order Mennonite Church** 108 - 109
- Be it resolved that** Council receive Staff Report CL2020-031 for information; and
That Council approve By-law 2020-121 to authorize entering into a fire reservoir agreement with the Trustees of the Independent Old Order Mennonite Church.
- 8.2.5 By-law 2020-121 - Fire Reservoir Agreement with Trustees of the Independent Old Order Mennonite Church** 110 - 113
- Be it resolved that** by-law number 2020-121 being a by-law to authorize an agreement between Trustees of the Independent Old Order Mennonite Church and The Corporation of the Township of Southgate be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

8.3 Public Works Manager Jim Ellis

8.3.1 PW2020-050 Third Release - 1 Tonne 4x4 Crew Cab Truck Tender Award Report 114 - 116

Be it resolved that Council receive Staff Report PW2020-050 for information; and

That Council award the new model 1 ton 4x4 gas crew cab truck to Finch Chevrolet Cadillac Buick GMC Ltd. in the amount of \$63,315.00 plus HST.

8.3.2 PW2020-049-Department Report 117 - 122

Be it resolved that Council receive Staff Report PW2020-049 for information; and

That The Township of Southgate proclaims, "As a community, we are committed to reducing our waste, resource conservation, and educating our community about sustainable living. We recognize that losing waste to disposal and as litter are local and global environmental threats. We will take action to reduce our waste and support the circular economy and endeavour to take the lead in our community toward environmental sustainability." We have declared October 19 – 25, 2020 Waste Reduction Week in the Township of Southgate.

8.4 Chief Administrative Officer Dave Milliner

8.4.1 CAO2020-057 Flato Block 75 Seniors Development Off Site Works Costs Sharing Agreement 123 - 127

Be it resolved that Council receive staff report CAO2020-057 as information; and

That Council consider approve the Southgate-Flato Dundalk Meadows Inc. Block 75 Senior Apartment Development Project Cost Sharing Agreement for off-site works to service the project by Municipal By-law 2020-110 at the October 7, 2020 meeting.

8.4.2 By-law 2020-110 - Flato Block 75 Seniors Apartment - Off Site Works Cost Sharing Finance Agreement 128 - 143

Be it resolved that by-law number 2020-110 being a by-law to authorize an agreement between Flato West Meadows Inc. and The Corporation of the Township of Southgate be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

8.4.3 CAO2020-058 Flato Block 75 Seniors Development Reserve Capacity Servicing Allocation 144 - 156

Be it resolved that Council receive staff report CAO2020-058 as information; and

That Council approve the allocation of 56 residential units of servicing capacity for water and wastewater to the Flato Dundalk Meadows Inc. - Block 75 Seniors Apartment Development Project;

That Council consider approving the allocation of 56 residential units of servicing capacity for water and wastewater to the Flato Dundalk Meadows Inc. - Block 75 Senior Apartment Development Project by Township By-law 2020-111 at the October 7, 2020 meeting; and

That Council authorize the Mayor and the Clerk to sign the Flato Dundalk Meadows Inc. - Block 75 Senior Apartment Development Project Final Servicing Capacity Allocation Agreement.

8.4.4 By-law 2020-111 - Flato Block 75 Seniors Apartment - Final Capacity Servicing Allocation Agreement 157 - 160

Be it resolved that by-law number 2020-111 being a by-law to authorize an agreement between Flato West Meadows Inc. and The Corporation of the Township of Southgate be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

- 8.4.5 CAO2020-059 Flato Glenelg Carriage House Site Alteration Agreement Report** 161 - 188
- Be it resolved that** Council receive staff report CAO2020-059 as information; and
That Council approve the Flato Glenelg Carriage House Development Project Site Alteration Agreement dated October 7, 2020; and
That Council consider approving the Flato Glenelg Carriage House Development Project Site Alteration Agreement dated October 7, 2020 by Municipal By-law 2020-112.
- 8.4.6 By-law 2020-112 - Flato Glenelg Carriage House Site Alteration Agreement** 189 - 201
- Be it resolved that** by-law number 2020-112 being a by-law to authorize an agreement between Southgate Meadows Inc. and The Corporation of the Township of Southgate be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.
- 8.4.7 CAO2020-060 Flato Glenelg Carriage House Residential Development Reserve Capacity Servicing Allocation** 202 - 207
- Be it resolved that** Council receive staff report CAO2020-060 as information; and
That Council approve the allocation of 170 residential units of servicing capacity for water and wastewater to the Flato Glenelg Carriage House Residential Development Project to serve 118 single family dwellings and 65 townhomes;
That Council consider approving the allocation of 170 residential units of servicing capacity for water and wastewater to the Flato Glenelg Carriage House Residential Development Project by Township By-law 2020-113 at the October 7, 2020 meeting; and
That Council authorize the Mayor and the Clerk to sign the Flato Glenelg Carriage House Residential Development Project Final Servicing Capacity Allocation Agreement.

8.4.8 By-law 2020-113 - Flato Glenelg Carriage House - Phase 1 Final Capacity Servicing Allocation Agreement 208 - 211

Be it resolved that by-law number 2020-113 being a by-law to authorize an agreement between Southgate Meadows Inc. and The Corporation of the Township of Southgate be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

8.4.9 CAO2020-061 Southgate 2019-2023 CAP - 2020 Progress Report 212 - 229

Be it resolved that Council receive staff report CAO2020-061 as information; and
That Council and Staff consider this 2020 CAP Progress Report in our 2021 budget preparation and discussions in order to achieve the future goals of the plan.

8.4.10 CAO2020-062 CAO Update Report October 7 2020 230 - 254

Be it resolved that Council receive Staff Report CAO2020-062 as information; and
That Council approve staff continuing to work with JunCtian Community Initiatives as a community partner and service provider to support specifically youth newcomers to our community and to help us be a welcoming community by providing space to deliver their services and programs in Municipal and SEGCHC facilities.

8.5 Planner Clinton Stredwick

8.5.1 PL2020-040-C5-20 Halfway Fabrication Inc. 255 - 261

Be it resolved that Council receive Staff Report PL2020-040 for information; and
That Council consider approval of By-law 2020-114.

- 8.5.2 By-law 2020-114 - ZBA C5-20 - Halfway Fabrication Inc.** 262 - 264
- Be it resolved that** by-law number 2020-114 being a by-law to amend Zoning By-law No. 19-2002, entitled the "Township of Southgate Zoning By-law" 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.
- 8.5.3 PL2020-046-SP10-20 Joseph Hoover** 265 - 266
- Be it resolved that** Council receive Staff Report PL2020-046 for information; and
That Council consider approval of By-law 2020-106 authorizing the entering into a Site Plan Agreement.
- 8.5.4 By-law 2020-106 - SP10-20 - Joseph Hoover** 267 - 282
- Be it resolved that** by-law number 2020-106 being a by-law to authorize the execution of a Site Plan Control Agreement 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.
- 8.5.5 PL2020-064-SP11-18 - Dundalk Pharmacy** 283 - 284
- Be it resolved that** Council receive Staff Report PL2020-064 for information; and
That Council consider approval of By-law 2020-118 authorizing the entering into a Site Plan Agreement.
- 8.5.6 By-law 2020-118 - SP11-18 - Dundalk Pharmacy** 285 - 302
- Be it resolved that** by-law number 2020-118 being a by-law to authorize the execution of a Site Plan Control Agreement 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.

9. By-laws and Motions

9.1 By-law 2020-109 - Road Widening - B4-20 - Paul Martin 303 - 304

Be it resolved that by-law number 2020-109 being a by-law to establish a highway in the former Township of Proton (Consent file B4-20) 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.

10. Notice of Motion

None.

11. Consent Items

11.1 Regular Business (for information)

Be it resolved that Council approve the items on the Regular Business consent agenda dated October 7, 2020 (save and except items _____) and direct staff to proceed with all necessary administrative actions.

11.1.1 PW2020-051 2020 Bridge Inspection Report 305 - 316

11.1.2 FIN2020-023 2021 Budget 317 - 318

11.1.3 September 2020 Cheque Register 319 - 326

11.2 Correspondence (for information)

Be it resolved that Council approve the items on the Correspondence consent agenda dated October 7, 2020 (save and except items _____) and direct staff to proceed with all necessary administrative actions.

11.2.1 Ministry of Municipal Affairs and Housing - Parkland Dedication - received September 18, 2020 327 - 328

11.2.2 Memo to Municipal CAOs Clerks - Enforcement and Amendments under the Reopening Ontario Act - received September 21, 2020 329 - 332

11.2.3 Correspondence re Dundalk Town Hall - received September 21, 2020 333

11.2.4	DWSP September 2020 Newsletter - received September 21, 2020	334 - 337
11.2.5	Township Staff Memo - September 21, 2020	338
11.2.6	St. John Ambulance Donation Request - received September 25, 2020	339
11.2.7	GRCA GM Summary - September 2020 - received September 25, 2020	340
11.2.8	Ministry of Health - Workplace COVID-19 Screening Tool Guidance Document - received September 25, 2020	341 - 343
11.3	Resolutions of Other Municipalities (for information)	
	Be it resolved that Council approve the items on the Resolutions of other Municipalities consent agenda dated October 7, 2020 (save and except items _____) and direct staff to proceed with all necessary administrative actions.	
11.3.1	Loyalist Township - MTO Canadian Ferry Resolution - received September 15, 2020	344 - 345
11.3.2	Town of Gravenhurst - Resolution Letter Emancipation Day - received September 16, 2020	346
11.3.3	Township of North Glengarry - Long Term Care Homes - received September 16, 2020	347
11.3.4	Town of Amherstburg - AODA Website Compliance Extension Request - received September 21, 2020	348 - 349
11.3.5	Town of Amherstburg - Request for Amendments to Bill 108 re. The Ontario Heritage Act - received September 21, 2020	350 - 351
11.3.6	Township of Amaranth - Support of The City of Oshawa RE COVID-19 Funding - received September 21, 2020	352 - 355
11.3.7	Township of South Glengarry - Long Term Care Facility Inspections - received September 21, 2020	356 - 359
11.4	Closed Session (for information)	
	None	

12. County Report

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

13. Members Privilege - Good News & Celebrations

14. Closed Meeting

Be it resolved that Council proceed into Closed Session at [TIME] in order to address matters related to a Proposed or Pending Acquisition or Disposition of Land (Subject: Sale of Surplus Road Allowance - Conc 4 and Conc 5, Lot 25 and 26, Egremont - Staff Report CL2020-032C), Proposed or Pending Acquisition or Disposition of Land (Subject: Sale of Surplus Road Allowance - Conc 17, Lot 1, Proton, Conc 20, Lot 27, Egremont - Verbal Update); and
That Clerk Lindsey Green and CAO Dave Milliner remain in attendance.

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

15. Confirming By-law

360

Be it resolved that by-law number 2020-119 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 October 7, 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.

16. Adjournment

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



JUNCTION COMMUNITY INITIATIVES

“Facing Challenges, Celebrating Solutions”



JCI'S MISSION

Our Mission at the JCI is to make positive and durable changes in the lives of individuals by promoting a suite of services and motivational programs to strengthen the Community.

JCI'S VISION

To be a community leader providing uplifting, life enhancing opportunities and application of services to empower and support individuals through community engagement.

JCI'S MANAGEMENT TEAM



Joan John
President & EO

The JunCtian Community Initiatives is a registered not-for-profit organization. The organization is governed by a Board that oversees the activities of the JCI. We have a diverse experienced team of community builders.



Melissa Romolo
Transformation Catalyst
/ Certified Professional
Coach

Federal Not-for-profit number: 1212616-8
Registered for the establishment and maintenance of a community organization.



**Murray
Etherington**



**Garnett
Manning**

THE TOWNSHIP OF SOUTHGATE WITH EMPHASIS ON DUNDALK

The Township of Southgate has a very detailed Community Action Plan (CAP) to guide the municipality going forward. We believe we have a role to play to assist the Township in these area.

CAP Goal 1-Attracting New & Supporting Existing Businesses & Farms

Action 1: The residents and businesses of Southgate envision a growing and diverse local economy, which respects our agricultural background while also attracting new businesses and new employment opportunities in keeping with the renewed growth of our population.

Strategic Initiatives 1-D (2019-2023): The Township will continue to encourage, facilitate and publicize business skills training programs in Southgate.

Goal 2 - Revitalizing Downtown Dundalk

Action 2: The residents and businesses of Southgate envision our largest town once again becoming a source of community pride and a hotbed of community activity, with a much-improved appearance and a broader range of business opportunity.

Goal 3 - Promoting Health Services and Housing Choices

Action 3: The residents and businesses of Southgate envision a caring community which meets the needs of all ages and incomes for a healthy and comfortable life, even as our population grows and changes.

Goal 6 - Citizen Engagement

We can play a role to assist the Township in these area.

THE TOWNSHIP OF SOUTHGATE WITH EMPHASIS ON DUNDALK

The Township of Southgate also is developing a very detailed Community Improvement Plan (CIP) to support the businesses with financial support for operational, building and downtown upgrades.

In the CIP being a draft document September 18 2019 it states:

“The population of the Township is rapidly expanding particularly in Dundalk, where the current population of 2,000 is expected to double in the next 5 – 10 years. This rapid population expansion and the addition of many new subdivisions indicates that the Township has been impacted by the rapidly expanding Greater Toronto Area”

Dundalk is the primary service centre for much of Southgate and neighbouring communities. With such rapid population growth the Community will be looking forward to new ventures, resiliency to support a broad area of diversity, inclusion and adaptability to reach the goals of community engagement.

PROGRAMS

JCI is excited to present our Community Initiatives to the Township of Southgate.

The challenges of today requires problem-solvers who bring different perspectives and are willing to take action. The JunCtian Community Initiatives emerged out of a desire to inspire and empower the community. We are an organization driven by progressive ideas, bold actions, and strongly rooted in the community.

We are offering some unique opportunities, programs and Community building. Due to Covid19 we have some new offerings with 5 attendees at each program.

A powerful community initiatives like this would not be possible without the generous support of our Council, our Township and of course our Residents.

SYNOPSIS OF OUR PROGRAMS

- Diversity & Inclusion in the School and Community.
- Anger and Stress Management.
- Mental Health Matters.
- True stories of Individuals who have been in the system.
- Family and Community engagement.
- Developing and enhancing family and community support for families.
- Fostering social and emotional skills and the social climate for all children and youth especially for the ones at-risk.
- A mother's journey through her child's addiction.
- Academic achievement & leadership, closing achievement gaps and promoting learning for all.
- Job connection, resume building, mock interviews, job & skills matching.
- Introduction to Entrepreneurship.
- Introduction to Trades and Construction

MENTAL HEALTH AND CHILDREN

Relocating into a new Community can be very stressful, parents relocate for various reasons, adaptability can sometimes cause serious implications on kids especially new surroundings, Schools and a different way of life. Children are turning to the Internet for solace in this pandemic which is not good. Children need to be out at least once per week practicing all health protocols.

We will be offering the following Programs

Arts & Isolation:

The arts have been proven to help reduce anxiety, stress, and loneliness. At JCI we feel strongly that it is our responsibility to continue to create arts-based learning opportunities, and high-quality arts and cultural experiences during this time of uncertainty and isolation.

Southgate speaks -Spoken Words Workshop

- Writing exercise for creativity muscle.
- Speaking out aloud feelings from Covid.
- Confidence booster.

The Starz of Southgate

Southgate is coming together of diverse populations, JCI is dedicated to moving the music landscape forward, operating through a global lens. It's a platform for connecting singers and upcoming artists. It's a gathering place to explore a space in which relationships can be established and strengthened across the greater sector.

That's Another Story

That's Another Story is a weekly storytelling event to bring people together during these challenging times the JCI have joined forces with Miss Bonita & Friends, and Van Coy to showcase a story then the participants will tell their own stories fact or fiction with a variety of styles (fables, indigenous tales, contemporary works, autobiographical observations, comic essays)

These programs are all 3 months programs, with the following incentives.

- Certificate of participation from JCI.
- Your Story, Song or Poem recorded and performed at our events.
- Assisting as a student mentor at the next workshop.



BEAUTIFUL GIRLS/WOMEN PROGRAM EMPOWERING

This Program engages girls in interactive learning experiences designed to build self-esteem and strong leadership skills to enable girls and women to live Beautiful lives inside and out.

Our Beautiful program has little to do with lipstick and expensive wardrobe. Instead, we focus on:

- Positive, healthy lifestyles, healthy relationship and awareness by shifting the typical paradigm, teaching girls and women that positivity makes them beautiful, special and unique. Beautiful meaning – Bold, Energetic, Assertive, Unique, Talented, Intelligent, Fabulous, Uncanny and Loved.
- We lead girls to grow into confident women. We create a safe environment for peer to peer conversations, sharing experiences, collective journeys, personal development, business development and Entrepreneurship.
- Knowledge is the key we drive change in practice and policy using our reach hence the reason for our “Book Club”.
- We work with children, young people, supporters and partners to tackle the root causes of barriers facing girls responding to adversity and challenges and marginalization.

Creating confident women while advocating for change creates healthy communities and global leaders. Women are powerful when they're educated, healthy, and safe, they transform their communities.

DIVERSITY AND INCLUSION

This Program is offered to the entire Community and every individuals who wants to learn more about Diversity.

The JCI believes in Diversity and accepts, tolerate and honour valuing of different cultures, lifestyles, heritage and knowledge. This includes all the similarities and differences that make us diverse internally, externally, or situational and includes, but not be limited to any barriers of non-acceptance.

Our focus is on mentorship, advancement, engagement and Community involvement where each individual can ask questions and learn more.



2.1 SOUTHGATE ECONOMIC DEVELOPMENT DEPARTMENT

“The Southgate Economic Development Department provides economic development and tourism services for the Township of Southgate.

The Economic Development Department:

- Provides services to retain, expand and attract businesses to Southgate.
- Providing a referral service to economic development partner agencies that have specialized services for entrepreneurs and small businesses.”
- **The JunCtian Business Network Inc.** a subsidiary of the Community Initiatives has programs to work with the Department and liaise as a Chamber of Commerce for Dundalk.
- The JunCtian Community Initiatives has the partners and the resources to develop **ESL** programs where necessary.
- We are open for suggestions and collaboration.



COMPARISON

- The YWCA is located in Owen Sound
- The Small Business Assistant is located in Ayton.
- The Business Enterprise Centre is located in Grey County and Owen Sound.
- The Employment Services is located in Owen Sound
- The Adult Learning Centre is located Downtown Toronto

JunCtian Community Initiatives and The JunCtian Business Network Inc. will be located in Dundalk.

Logistical it is a bit challenging for individuals to get to those distant locations sometimes.

We will be operating on a permanent fulltime basis, following health and safety protocols.

Questions & Discussion



Memorandum to: Clerk, Lindsey Green, Township of Southgate
Municipal Planner, Clint Stredwick

Subject: Bob Harris - Proposed Entrance (Sideroad 41)

"SENT VIA EMAIL"

Background:

On August 4, 2020, I sent a brief memo outlining a request by Mr. Harris to lift a portion of the 1 foot (ft) reserve along Sideroad 41 in order that he could obtain a convenient access to his rear yard at 100 Harris Crescent and construct an accessory building. Consideration of the request was deferred to permit Mr. Stredwick time to prepare a report to Council outlining staff concerns with this request.

Comments:

I have reviewed Mr. Stredwick's report and would note the following:

Zoning Provisions:

The property is zoned R5 and any building and the use of any building must comply with the R5 zone provisions. Any speculation by neighbours or staff as to other uses, commercial or otherwise, should be discounted as the building and its use must comply to the R5 zone, which does not permit any type of commercial use outside the dwelling. There has been no history of commercial activity at this site. It is my opinion that there is adequate control through the zoning by-law for uses at this site.

Strip Development:

With regard to strip development, I would agree with Mr. Stredwick's comment if the proposed access was for a new residential lot, which is not the case. The proposed access will not create any new traffic issues. I also question the opinion that a laneway to an accessory structure on the Harris lot would create a need for a reduction of the speed limit in this area. As mentioned before, this is not an entrance to a new residential property. If Mr. Harris was requesting a severance to create a new residential lot, there would be some validity in Mr. Stredwick's concern with regard to strip development.

As noted in Mr. Stredwick's "lot fabric" map, there has been a substantial amount of strip development approved in this area of the years. Strip development is defined as when a number of residential lots, with separate entrances, are created in a linear fashion along a municipal road. Access to an accessory structure does not meet that definition.

On-site Access Option:

The staff report suggests that if Mr. Harris used his exterior yard, which the by-law requires to be six (6) metres, and removed some trees, the six (6) metres is of sufficient width to gain access to where Mr. Harris wants to erect an accessory structure. I have reviewed this suggestion with Mr. Harris who

advised that twelve (12) trees would likely need to be removed, some being 30 years old. He also noted that this side yard is approximately three (3) metres in width, not six (6) metres. The 1 ft reserve alters the status of the exterior yard, making it a normal side yard. Creating a laneway in this narrow sideyard would have a significant negative effect on an attractively landscaped property.

Although this suggestion in the staff report seems reasonable, it is not appropriate upon further scrutiny.

Summary:

The staff report has expressed some legitimate concerns related to strip development, however, these concerns do not really apply to Mr. Harris' request.

The property along Sideroad 41 has a length of 141 metres (462 feet) which is ample room to safely locate an entrance without any need to review/reduce speeds at this location.

Based on the foregoing, it is requested that Council support the removal of a portion of the 1 ft reserve and permit access to the rear yard of the Harris property.

Mr. Harris and I would like to review this report with Council in order to respond to any questions or clarifications required by council. Please advise as to how we may participate at the October 7th, 2020 meeting.

Thank you,



Don Scott

Cc: Bob Harris



Staff Report PL2020-062

Title of Report: PL2020-062-Request for Second Entrance -Harris
Department: Clerks
Branch: Planning Services
Council Date: September 16, 2020

Recommendation:

Be it resolved that Council receive Staff Report PL2020-062 for information; and
That Council refuse the request for a second entrance for this residential property.

Property Location: 100 Harris Crescent



Subject Lands:

The subject lands are legally described as Plan 16M35 Lot 7 and has approximately 200ft of frontage on to Harris Crescent. The lot is approximately 1.28 acres in size. The lands are currently zoned R5 residential.

The Proposal:

Mr. Harris has approached the Township requesting a second entrance to the property from Southgate Sideroad 41 to access a shop/detached garage.

Background:

Mr. Harris approached the Public Works department regarding an entrance permit earlier this year and was denied based on a consistent response to similar requests for a second entrance.

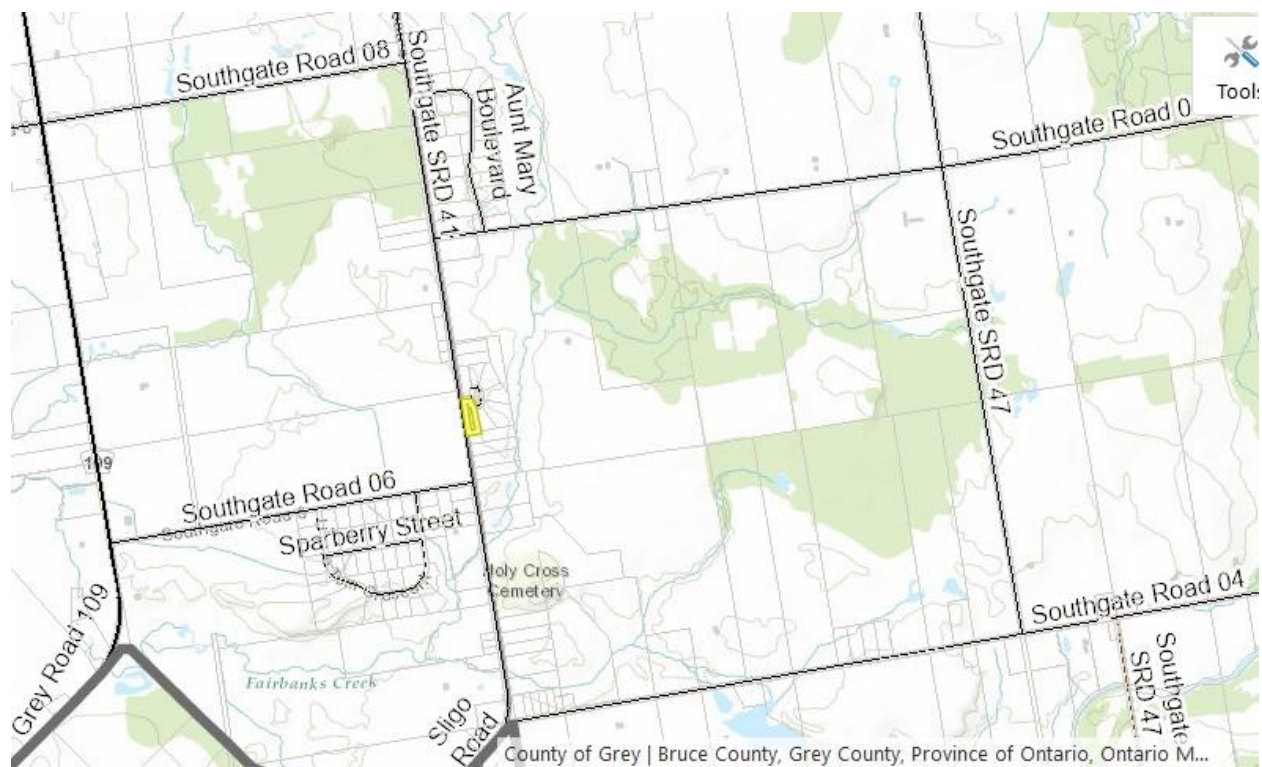
Mr. Harris then requested that the Planning department review the policy to see if an entrance could be permitted.

During that investigation it was determined that the lot is part of a plan of subdivision that was approved and is now nearly fully developed. As part of that approval the County of Grey placed a one foot reserve along both lots of the subdivision that have frontage on both Harris Crescent as well as Southgate Sideroad 41 to control the number of access points onto a busy roadway.

The inclusion of this one foot reserve was done to deter and prevent this type of request. Based on this information Township staff again refused the request for a second entrance.

Mr. Harris then appeared before Council as a delegation on August 5th, 2020 and had Don Scott of Cuesta Planning Consultants provide an explanation for the entrance.

Council then directed Staff to prepare a report on the matter for a September meeting of Council.

Lot fabric map

Comments:

During the August 5th Council Delegation Mr. Harris's Planner, Mr. Don Scott submitted the argument that the Side Road 41 was previously a County Road and the expectation was, that the road would have a higher traffic volume and potentially a higher speed limit and therefore the one foot reserve was necessary at that time. Since the road is now a Township responsibility Mr. Scott suggests that the one foot reserve is no longer required and a second entrance would not harm anything. Mr. Harris contends that there is not enough room to access the back yard from Harris Crescent.

The property is currently Zoned R5 Residential and the uses and structures that are permitted are those of a residential type use. Township staff visited the site and note that the house has a large footprint with an angled three car garage attached to the house which meets with zoning standards. The exterior side yard required for the lot is 6m (19.68ft). Public works have indicated that with the removal of some trees a 6m access is a sufficient width to access the back yard. Therefore, on a functional basis, there is no need for the requested second entrance.

From a good planning principles perspective, as discussed orally at the August 5th Council meeting. An additional entrance along Sideroad 41 is neither desirable or appropriate. It is generally accepted that strip development is a poor form of development in the rural area largely because of the number of new entrances that it introduces along a road. More entrances on a road results in increased traffic and potential for accidents. Ultimately, increased development of this type can lead to a reduced speed limit along the roadway.

Looking at the Lot fabric map above it is evident that a significant amount of historic strip development has occurred along Sideroad 41 between Southgate Road 08 and 04. There are a significant number of entrances onto Side Road 41 and it is staff's position that the poor development decisions of the past should not force Council to continue to make the same decision regarding development. If we know certain development patterns do not represent good planning we should not keep allowing them.

The issue of precedent was brought up and Township staff do not believe that precedent should be an issue in the instance as every application and request are evaluated on there own merits.

Southgate staff also reviewed how some other Municipalities in Grey County handle multiple entrance and the municipalities of Grey Highlands, Georgian Bluffs and Chatsworth all prohibit second entrances.

Lastly there was an objection from a concerned neighbour that does not want to see a second entrance permitted as she feels it would be inviting by-law enforcement complaints in the form of a Commercial use of Mr Harris's property

and the possibility of future property standards complaints in a residential area. Mr. Harris has said the proposed shop is for his personal use only however looking down the road to the next owner of the home this indeed could become a significant headache for the Township.

Concluding Comments:

Based on the above, Township staff do not recommend that a second entrance be permitted.

Respectfully Submitted,

Municipal Planner:

Original Signed By

Clinton Stredwick, BES, MCIP, RPP



CAO Approval:

Original Signed By

Dave Milliner, CAO

Attachments:



Township of Southgate

Minutes of Council Meeting

September 16, 2020
1:00 PM
Electronic Participation

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

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

1. Call to Order

Mayor Woodbury called the meeting to order at 1:00 PM.

2. Confirmation of Agenda

Be it resolved that Council confirm the agenda as amended.

Councillor Dobreen moved the following amendment to the main motion.

Amendment:

No. 2020-392

Moved By Councillor Dobreen

Seconded By Councillor Frew

Be it resolved that Council further amend the agenda and waive Procedural By-law section 23.3 to allow for a Notice of Motion from Councillor Dobreen regarding FCM's Municipal Asset Management Program Grant.

Carried

Motion as Amended:

No. 2020-393

Moved By Councillor Rice

Seconded By Councillor Dobreen

Be it resolved that Council confirm the agenda as amended; and **That** Council further amend the agenda and waive Procedural By-law section 23.3 to allow for a Notice of Motion from Councillor Dobreen regarding FCM's Municipal Asset Management Program Grant.

Carried

3. Declaration of Pecuniary Interest

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

4. Delegations & Presentations

None.

5. Adoption of Minutes

No. 2020-394

Moved By Councillor Frew

Seconded By Deputy Mayor Milne

Be it resolved that Council approve the minutes from the September 2, 2020 Council and Closed Session meetings as presented.

Carried

6. Reports of Municipal Officers

6.1 Clerk Lindsey Green

6.1.1 CL2020-028-Ruth Hargrave Memorial Library Board-Member Appointment

No. 2020-395

Moved By Councillor Sherson

Seconded By Councillor Dobreen

Be it resolved that Council receive Staff Report CL2020-028 as information; and

That Council appoint Joan John as a Member of the Ruth Hargrave Memorial Library Board for the term ending 2022 effective September 16, 2020.

Carried

6.1.2 CL2020-029 – Bill 197, COVID-19 Economic Recovery Act – Electronic Participation Policy and Procedure By-law Amendments

No. 2020-396

Moved By Councillor Rice

Seconded By Councillor Frew

Be it resolved that Council receive Staff Report CL2020-029 as information; and

That Council receive the Draft Electronic Participation Policy as information and provide feedback to the Clerk not later than September 25, 2020 by end of the day; and

That Council direct staff to bring forward amendments to the Township Procedure By-law in accordance with the Electronic Participation Policy to the October 7, 2020 Council meeting for approval to allow for electronic participation to continue outside of a declared emergency.

Carried

6.2 Public Works Manager Jim Ellis

6.2.1 PW2020-048 Rate of Speed By-law

No. 2020-397

Moved By Councillor Sherson

Seconded By Deputy Mayor Milne

Be it resolved that Council receive Staff Report PW2020-048 for information; and

That Council consider passing the Rate of Speed By-law by By-law No. 2020-107 at the September 16, 2020 meeting.

Carried

6.2.2 By-law 2020-107 - Rate of Speed By-law

Mayor Woodbury requested a recorded vote on the main motion.

No. 2020-398

Moved By Deputy Mayor Milne

Seconded By Councillor Frew

Be it resolved that by-law 2020-107 being a by-law for setting the rate of speed of motor vehicles from a statutory speed limit 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 (7): Mayor Woodbury, Deputy Mayor Milne, Councillor Dobreen, Councillor Sherson, Councillor Rice, Councillor Frew, and Councillor Shipston

Carried (7 to 0)

6.2.3 PW2020-047 Revised ATV and Snow Vehicle By-law

No. 2020-399

Moved By Councillor Rice

Seconded By Councillor Dobreen

Be it resolved that Council receive Staff Report PW2020-047 for information; and

That Council consider passing the ATV and Motorized Snow Vehicle By-law No. 2020-089.

Carried

6.2.4 By-law 2020-089 - ATV By-law

Mayor Woodbury requested a recorded vote on the main motion.

No. 2020-400

Moved By Councillor Sherson

Seconded By Deputy Mayor Milne

Be it resolved that by-law number 2020-089 being a by-law to regulate the operation of All-Terrain Vehicles (ATV's), Multi-Purpose Off-Highway Utility Vehicles, Recreational Off-Highway Vehicles and Motorized Snow Vehicles on certain designated highways and unopened road allowances within the Township of Southgate be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

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

Carried (7 to 0)

6.2.5 PW2020-046 Policy #56 Energy Management Policy and Plan (EMPP) 2020 Reporting

No. 2020-401

Moved By Councillor Dobreen

Seconded By Councillor Rice

Be it resolved that Council receive Staff Report PW2020-046 for information; and

That Council approve the updated Policy #56 the Energy Management Policy and Plan and;

That Council approve the Energy Management Policy

Schedule A and Schedule B Annual report documents for 2018.

Carried

6.3 Chief Administrative Officer Dave Milliner

6.3.1 CAO2020-056 Flato Glenelg Carriage House Phase I Street Naming Report

Councillor Frew left the meeting at 1:45 PM.

No. 2020-402

Moved By Deputy Mayor Milne

Seconded By Councillor Sherson

Be it resolved that Council receive Staff Report CAO2020-056 as information; and

That Council approve of the Flato Glenelg Carriage House Development street naming of Aitchison Avenue, Doc Loughed Avenue, Corbet Street, Fennel Street, MacKenzie Street, and Middleton Avenue, for use in Phase I of the project; and

That Council approve the street naming by Municipal By-law at a future Council meeting.

Carried

6.4 Planner Clinton Stredwick

6.4.1 PL2020-044 - ZBA C13-20 - Ian and Kimberley Francis

No. 2020-403

Moved By Councillor Rice

Seconded By Deputy Mayor Milne

Be it resolved that Council receive Staff Report PL2020-044 for information; and

That Council Consider approval of By-law 2020-102 permitting the erection of a garden suite on the subject lands.

Carried

6.4.2 By-law 2020-102 - ZBA C13-20 - Ian and Kimberley Francis

Mayor Woodbury requested a recorded vote on the main motion.

No. 2020-404

Moved By Councillor Dobreen

Seconded By Councillor Shipston

Be it resolved that by-law number 2020-102 being a by-law to amend Zoning By-law No. 19-2002, entitled the "Township of Southgate Zoning By-law" 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 (7): Mayor Woodbury, Deputy Mayor Milne, Councillor Dobreen, Councillor Sherson, Councillor Rice, Councillor Frew, and Councillor Shipston

Carried (7 to 0)

6.4.3 PL2020-048 - OPA1-20 and ZBA C4-20 - Flato East Commercial Development and Redline Revision

Councillor Frew arrived to the meeting at 1:57 PM.

No. 2020-405

Moved By Deputy Mayor Milne

Seconded By Councillor Rice

Be it resolved that Council receive Staff Report PL2020-048 for information; and

That Council consider supporting the Redline revision, and

That Council consider adopting OPA 26, and

That Council consider approval of By-law 2020-104.

Carried

Deputy Mayor Milne left the meeting at 1:59 PM and returned at 2:01 PM.

6.4.4 By-law 2020-103 - OPA1-20 and OPA No. 26 - Flato East Commercial Development

Mayor Woodbury requested a recorded vote on the main motion.

No. 2020-406

Moved By Councillor Sherson

Seconded By Councillor Dobreen

Be it resolved that by-law number 2020-103 being a by-law to adopt Amendment No. 26 to the Township of Southgate Official Plan affecting the lands described as Con 13, Pt lot 6 (geographic Township of Proton) in the Township of Southgate be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

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

Carried (7 to 0)

6.4.5 By-law 2020-104 - ZBA C4-20 - Flato East Commercial Development

Mayor Woodbury requested a recorded vote on the main motion.

No. 2020-407

Moved By Deputy Mayor Milne

Seconded By Councillor Frew

Be it resolved that By-law number 2020-104 being a by-law to amend Zoning By-law No. 19-2002, entitled the "Township of Southgate Zoning By-law" 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 (7): Mayor Woodbury, Deputy Mayor Milne, Councillor Dobreen, Councillor Sherson, Councillor Rice, Councillor Frew, and Councillor Shipston

Carried (7 to 0)

6.4.6 PL2020-061- Flato North Part Lot Control By-law

No. 2020-408

Moved By Councillor Dobreen

Seconded By Councillor Rice

Be it resolved that Council receive Staff Report PL2020-061 for information; and

That Council consider approval of By-law 2020-105; and

That Council direct staff to forward 3 certified copies of the by-law with this report on to the County of Grey Director of Planning.

Carried

6.4.7 By-law 2020-105 - Flato North Part Lot Control By-law

Mayor Woodbury requested a recorded vote on the main motion.

No. 2020-409

Moved By Deputy Mayor Milne

Seconded By Councillor Sherson

Be it resolved that by-law number 2020-105 being a by-law to remove certain lands from Part Lot Control in the Township of Southgate be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

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

Carried (7 to 0)

6.4.8 PL2020-062 - Request for Second Entrance - Harris

Moved By Councillor Dobreen

Seconded By Councillor Rice

Be it resolved that Council receive Staff Report PL2020-062 for information; and

That Council refuse the request for a second entrance for this residential property.

Deputy Mayor Milne moved the following amendment to the main motion.

Mayor Woodbury requested a recorded vote on the amendment to the main motion.

Amendment:

No. 2020-410

Moved By Deputy Mayor Milne

Seconded By Councillor Sherson

Be it resolved that Council amend the second clause to state: "**That** Council defer a decision on the entrance to the October 7, 2020 Council meeting to allow for Mr. Harris's Planner to respond to the Planning Report."

Yay (4): Deputy Mayor Milne, Councillor Dobreen, Councillor Sherson, and Councillor Rice

Nay (3): Mayor Woodbury, Councillor Frew, and Councillor Shipston

Carried (4 to 3)

Motion as Amended:

No. 2020-411

Moved By Councillor Dobreen

Seconded By Councillor Rice

Be it resolved that Council receive Staff Report PL2020-062 for information; and

That Council defer a decision on the entrance to the October 7, 2020 Council meeting to allow for Mr. Harris's Planner to respond to the Planning Report.

Carried

7. By-laws and Motions

7.1 By-law 2020-099 - Southgate Fireworks By-law

Mayor Woodbury requested a recorded vote on the main motion.

No. 2020-412

Moved By Councillor Frew

Seconded By Deputy Mayor Milne

Be it resolved that by-law number 2020-099 Being a by-law to regulate the sale and use of fireworks within the Township 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 (7): Mayor Woodbury, Deputy Mayor Milne, Councillor Dobreen, Councillor Sherson, Councillor Rice, Councillor Frew, and Councillor Shipston

Carried (7 to 0)

8. Notice of Motion

8.1 Notice of Motion - Councillor Dobreen - FCM Municipal Asset Management Program Grant

No. 2020-413

Moved By Councillor Dobreen

Seconded By Councillor Shipston

Be it resolved that Council direct staff to apply for a grant opportunity from the Federation of Canadian Municipalities' Municipal Asset Management Program for an update to the Asset

Management Plan; and

That Council commits to conducting the following activities in its proposed project submitted to the Federation of Canadian Municipalities' Municipal Asset Management Program to advance our asset management program:

1. To update the March 13, 2014 asset management plan for changes in core assets (roads, bridges and culverts, water, wastewater and stormwater management systems); and
2. To identify current levels of service and the cost of maintaining those levels of service for those core assets; and

That Council confirms that the 2020 Budget contained \$58,000 toward the costs of this initiative.

Carried

9. Consent Items

9.1 Regular Business (for information)

No. 2020-414

Moved By Councillor Rice

Seconded By Councillor Sherson

Be it resolved that Council approve the items on the Regular Business consent agenda dated September 16, 2020 (save and except items 9.1.1) and direct staff to proceed with all necessary administrative actions.

Carried

9.1.1 FIN2020-022 - 2021 Budget

No. 2020-415

Moved By Councillor Shipston

Seconded By Councillor Dobreen

Be it resolved that Council receive regular consent item 9.1.1 - Staff Report FIN2020-022 - 2021 Budget as information; and

That Council defer approval of the 2021 budget timeline to the October 7, 2020 Council meeting.

Carried

9.1.2 FIN2020-023 Financial Report – August 2020

9.1.3 HR2020-012 – Fire Prevention Officer

9.1.4 August 2020 Cheque Register

9.2 Correspondence (for information)

No. 2020-416

Moved By Councillor Dobreen

Seconded By Councillor Sherson

Be it resolved that Council approve the items on the Correspondence consent agenda dated September 16, 2020 and direct staff to proceed with all necessary administrative actions.

Carried

9.2.1 August 2020 - GRCA GM Summary - received August 28, 2020

9.2.2 Office of the Fire Marshal - Amendment to Ont Reg 380-04 under EMCPA - received September 4, 2020

9.2.3 Correspondence re Issues at Dundalk Parks - received September 14, 2020

9.3 Resolutions of Other Municipalities (for information)

No. 2020-417

Moved By Councillor Frew

Seconded By Deputy Mayor Milne

Be it resolved that Council approve the items on the Resolutions of other Municipalities consent agenda dated September 16, 2020 and direct staff to proceed with all necessary administrative actions.

**9.3.1 Township of Huron Kinloss - Emancipation Day -
received August 28, 2020**

**9.3.2 Township of Huron Kinloss - Support for Cultural
Service Sporting Clubs - received August 28, 2020**

**9.3.3 Township of Puslinch - COVID Funding Support -
received September 4, 2020**

9.4 Closed Session (for information)

10. County Report

Mayor Woodbury explained that the County was also discussing amendments to their Procedural By-law to allow for electronic participation outside of a declared emergency. Members received a report on social relief funds and discussed the delegation of duties document. In exciting news, the Community Transportation Service is now up and running. Lastly, a discussion was held regarding changes to the development charges that would help with building affordable homes.

11. Members Privilege - Good News & Celebrations

Councillor Shipston reminded members and the public that Highpoint Community School in Dundalk is hosting the Blood Drive this Saturday, September 19th from 9:00 AM - 1:00 PM and ensured that social distancing and protocols will be adhered to. He also added that he received correspondence from the Halloween Committee in Dundalk and thought it was great that people were trying to come up with new ideas about how to go ahead with Halloween festivities amidst the COVID-19 pandemic. Councillor Dobreen confirmed that staff will reply to the Halloween Committee's correspondence with their recommendations to ensure safe and successful Halloween events.

12. Closed Meeting

None.

13. Confirming By-law

Mayor Woodbury requested a recorded vote on the main motion.

No. 2020-418

Moved By Councillor Rice

Seconded By Councillor Sherson

Be it resolved that by-law number 2020-108 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 September 16, 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 (7): Mayor Woodbury, Deputy Mayor Milne, Councillor Dobreen, Councillor Sherson, Councillor Rice, Councillor Frew, and Councillor Shipston

Carried (7 to 0)

14. Adjournment

No. 2020-419

Moved By Deputy Mayor Milne

Be it resolved that Council adjourn the meeting at 3:09 PM.

Carried

Mayor John Woodbury

Clerk Lindsey Green

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



Phone: 519-923-2110
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Staff Report FIRE2020-016

Title of Report: FIRE2020-016- Volunteer Fire Fighter Appointment
Department: Fire
Council Date: October 6, 2020

Recommendation:

Be it resolved that Council receive Staff Report FIRE2020-006 for information; and
That Council approve the hiring of Jaxyn Thompson as an Auxiliary member with the Dundalk Fire Department.

Background:

In November, 2019 the Fire Department started a recruitment for the 2020 year. There was advertisement on facebook, in the Dundalk Herald newspaper and on a sign located on Main Street East. During the month of December, 2019 the Acting Fire Chief and Fire Officers conducted an orientation night to all who were interested, a physical agility test, as well as interviews. Jaxyn was selected to by the Acting Fire Chief and Fire officers to continue with training, but was not of age until July, 2020.

Staff Comments:

Jaxyn has completed the recruit training program with the rest of the Auxillary members, he attended all practices and has completed all testing, but has not been attending emergency calls. With this approval he will be permitted to start attending emergency calls.

Financial Implications:

The financial impact of hiring Auxiliary firefighters will be wages out of the 2020 budget.

Communications & Community Action Plan Impact:

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

Concluding Comments:

Respectfully Submitted,

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

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

Township of Southgate
Administration Office
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Staff Report CL2020-030

Title of Report: CL2020-030- Procedural By-law and Electronic Participation Policy Approval
Department: Clerks
Branch: Legislative and Council Services
Council Date: October 7, 2020

Recommendation:

Be it resolved that Council receive Staff Report CL2020-030 as information; and
That Council approve By-law 2020-115 being a by-law to adopt an Electronic Participation Policy No. 86; and
That Council waive Procedural By-law Section 30.1 to allow for a repeal of the current Procedural By-law without public notice; and
That Council approve Procedural By-law 2020-120 as presented.

Background:

At the September 16, 2020 Council meeting, staff brought forward a draft electronic participation policy in accordance with Bill 197, COVID-19 Economic Recovery Act, to allow for electronic meetings to continue outside of a declared emergency. Staff were directed to bring forward amendments to the Procedural By-law to include electronic participation. Please refer to [Staff Report CL2020-029](#) for full background information.

Staff Comments:

Staff have brought forward amendments to the Procedural By-law that include provisions surrounding electronic participation and the addition of public meetings and are recommending approval of the by-law as presented. Staff are also recommending final approval of the electronic participation policy. The only changes to the policy since its draft form, is the addition of reference to Public Meetings within the policy.

Staff are asking that Council consider waiving Section 30.1 of the current Procedural By-law which prohibits an amendment or repeal of the Procedural By-law without public notice as Council has been participating electronically since April, 2020 and no other significant changes to the by-law are being proposed.

Both By-law 2020-115 – Electronic Participation Policy No. 86 and By-law 2020-120 – Procedural By-law are items on the agenda for approval following this report.

Financial Implications:

There are no financial implications as a result of this report. Annual subscriptions for the video and tele-conferencing system will be maintained at a minimal cost to the Township.

Communications & Community Action Plan Impact:

This report has been written and presented to Council to communicate accurate information to the public. Strategic Initiatives 6-E – The Township will continue to utilize the best possible on-line public meeting software to report on Council meeting agendas and minutes to engage Southgate residents in Municipal business and decision making.

Concluding Comments:

That Council approve By-law 2020-115 being a by-law to adopt an Electronic Participation Policy, that Council waive Procedural By-law Section 30.1 to allow for a repeal of the current Procedural By-law without public notice and that Council approve the Procedural By-law 2020-120 as presented.

Respectfully Submitted,

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

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

Attachments: None

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

BY-LAW NUMBER 2020-115

being a By-law to adopt a "Electronic Participation Policy"
known as Policy Number 86

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 Municipal Act, S.O. 2001, Chapter 25, as amended, Section 9, 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 the Council of The Township of Southgate has deemed it desirable to adopt a policy with respect to Electronic Participation,

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

1. **That** the "Electronic Participation Policy" known as Policy No. 86, attached hereto as Schedule A is hereby adopted; and
2. **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 7th day of October, 2020.

John Woodbury – Mayor

Lindsey Green – Clerk

Township of Southgate

Policy No. 86

Electronic Participation in Council, Committees, Public Meetings & Committee of Adjustment

Approved by Council: October 7, 2020



Purpose and Scope

The purpose of the policy and the procedures therein have been created to establish guidelines for electronic participation in Township Council, Committees of Council and Committee of Adjustment in accordance with the Township Procedure By-law, *Municipal Act, 2001, Bill 197, COVID Economic Recovery Act, 2020* and other governing regulations.

This policy shall apply to all members of Township Council, Township Committees, Committee of Adjustment, staff, and members of the public and any persons in attendance at Public Meetings. This policy is in accordance with the Township of Southgate Procedure By-law and all rules as set out in the Township of Southgate Procedure By-law shall be adhered to.

Definitions

Electronic Participation: means the use of communication technologies including, but not limited to, video, audio, internet connections and/or telephone to permit participants to be involved in meetings as defined and in accordance with the Township Procedure By-law.

Participants: means members of Council, Committees, or Committee of Adjustment, staff and members of the public who are presenting or otherwise participating in a meeting.

Quorum: as it relates to Council, Committees and Committee of Adjustment shall consist of more than 50% of the applicable membership.

Section 1 – Electronic Meeting Procedures

1) Electronic Participation

- a) A member of a Council, Committee or Committee of Adjustment who is participating electronically in a meeting may be counted in determining whether or not a quorum of members is present at any point in time.
- b) Any Member intending to participate electronically in a meeting shall send a request to do so by email to the Clerk or their designate at a minimum of 24 hours prior to the meeting.
- c) The method of participation may be via audio/video link or tele-conference, depending upon available technology to facilitate electronic participation.

Township of Southgate

Policy No. 86

Electronic Participation in Council, Committees, Public Meetings & Committee of Adjustment

Approved by Council: October 7, 2020



- d) Participants shall connect to the conference via online video or telephone at a minimum of 5 minutes prior to the commencement of the meeting.
- e) When participating via video conference, webcams shall be enabled, unless otherwise restricted by internet connectivity limitations.
- f) When participating via video link or telephone conference, all microphones should be muted unless the participant is speaking to minimize background noise.
- g) Any member participating via video conference or telephone shall announce if they wish to leave the meeting prior to adjournment or prior to leaving the meeting.
- h) Participants shall not share any electronic meeting access information unless directed to do so by the Clerk or their designate.

2) Discussion and Voting

- a) Any member participating via video conference should indicate they wish to speak by raising their physical hand and keeping it raised until the Chair acknowledges their request. Should internet connectivity limitations prohibit a member from utilizing their webcam, the member shall indicate they wish to speak by asking the Chair directly and waiting for the Chair to acknowledge their request.
- b) Any member participating via telephone, shall be called upon by the Chair to speak after all members participating in-person or via video conference have spoken.
- c) The Chair shall ensure that members participating electronically are given the same opportunity to speak to each question as they would have been given if participating in person.
- d) All members participating via video conference will vote by a show of hands. Should internet connectivity limitations prohibit a member from utilizing their webcam, the member shall vote verbally when asked by the Chair when it is not a recorded vote.

Township of Southgate

Policy No. 86

Electronic Participation in Council, Committees, Public Meetings & Committee of Adjustment

Approved by Council: October 7, 2020



- e) All members participating via telephone will be asked by the Chair to vote verbally.
- f) A member who is participating in a meeting electronically may declare a conflict of interest by emailing the declaration form to the Clerk in advance of the meeting and shall verbally state their conflict when the Chair calls for declarations. If a member realizes during the meeting, that they have a conflict of interest the member shall inform the Chair as soon as possible and email the declaration form to the Clerk immediately following the meeting.

3) Public Participation

- a) Members of the public who wish to make an electronic submission to Council, a Committee, Public Meeting or Committee of Adjustment, shall be required to register with the Clerk prior to commencement of the meeting and adhere to all rules as set out in the Procedure By-law for Open Forum, Delegations, Public Meetings and Presentations.
- b) The Clerk's Office will ensure that those wishing to participate electronically are able to do so.

4) Closed Session

- a) An electronic meeting may include a Closed Session, which shall be conducted in the absence of the public and in accordance with Section 239 of the *Municipal Act, 2001*.
- b) A member of Council, a Committee or Committee of Adjustment who is participating electronically in a closed meeting may be counted in determining whether or not a quorum of members is present at any point in time.
- c) The Clerk will be responsible for stopping the recording, broadcasting, and/or distribution of audio and/or video prior to the commencement of a closed meeting. A break may be requested by the Chair, Clerk, or their designate to ensure closed meeting confidentiality.
- d) Participants and staff shall take and employ all necessary precautions to ensure confidentiality of closed meetings, in accordance with the Township Procedure By-law and Closed Meeting Policy No. 25.

Township of Southgate

Policy No. 86

Electronic Participation in Council,

Committees, Public Meetings & Committee of Adjustment

Approved by Council: October 7, 2020



Section 2 – Electronic Meeting Procedures – During an Emergency Period

Where all members are participating electronically during a declared emergency period, all the same procedures as defined in Section 1 of this policy shall apply with the following exceptions:

- a) When a vote is being taken, the Chair will call for any members that are opposed to the vote. If no member indicates their opposition to a vote, the Chair will call the vote as being passed by unanimous consent.
- b) Should a member take opposition to a vote, the Chair will automatically call for a recorded vote to be taken by the Clerk or their designate.
- c) The Chair shall automatically call for a recorded vote to be taken by the Clerk or their designate for all By-laws that are on the table.

Section 3 – Technical Matters

- a) If there is a question as to the performance of the meeting technology impacting the proceedings of a meeting, the meeting may be recessed at the direction of the Chair to confirm that the electronic format is performing effectively before proceeding further with the agenda.
- b) In the event of a connection or service disruption to an individual member, the Chair may recess the meeting to allow for attempts to reconnect. It is the members' duty to ensure that their equipment and technology are set in advance of the meeting. If after 15 minutes, the member is unsuccessful at re-connecting to the meeting, no further efforts shall be taken to delay the meeting to reconnect the member. The member may attempt other methods to re-connect to the meeting as it proceeds.
- c) In the event of a connection or service disruption to more than one member, and where quorum is affected, the Chair shall recess the meeting to allow for attempts to reconnect members until a quorum is established. If a quorum cannot be established after 15 minutes, the meeting shall stand adjourned.
- e) Members are responsible for ensuring there is no background noise at their location that would interfere with the meeting and for muting their device when they are not speaking to minimize background noise.

Township of Southgate

Policy No. 86

Electronic Participation in Council,

Committees, Public Meetings & Committee of Adjustment

Approved by Council: October 7, 2020



Monitoring and Review of the Policy

The Clerk's Department is responsible for the administration and maintenance of this policy, including a detailed review at the commencement of each Council term.

This policy shall be reviewed following the first year of implementation.

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

By-law No. 2020-120

being a by-law to govern the proceedings of Council,
Committees, **Public Meetings** and Committee of Adjustment,
~~and to repeal By-law 2019-120, amended by By-law 2020-040 and
further amended by By-law 2020-046~~

Whereas Section 238 of the [Municipal Act, S.O. 2001](#), c. 25, as amended, provides that a Council shall pass a procedure by-law for governing the calling, location and proceedings of meetings; and

Whereas the Council of the Corporation of the Township of Southgate deems it necessary to set rules and regulations with regards to Council and Committee proceedings; and

Whereas all points of order or procedure not provided for in this by-law shall be decided in accordance with [Robert's Rules of Order](#) and the Chair shall submit the ruling without debate,

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

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1.0 DEFINITIONS

- | | | |
|----|---------------------------------|---|
| a) | "Act" | shall mean the Municipal Act, S.O. 2001, c. 25, as amended from time to time; |
| b) | "Acting Chair" | shall mean the Presiding Officer of a Committee or Council to act in the place of the Mayor or Deputy Mayor when both are absent from a meeting of Council or Committee for any cause and who shall exercise all the rights, powers and authority of the Mayor; |
| c) | "Addendum Agenda" | means any addition to a completed written agenda or addition to an item on the agenda. Changes in motions or resolutions following discussion on an agenda item are not considered an Addendum; |
| d) | "Adoption of Minutes" | shall mean a heading on the agenda where Council approves previous Council meeting minutes by resolution; |
| e) | "Business Arising" | shall mean a heading on the agenda that is used for updates resulting from requests from the previous meeting; |
| f) | "Call to Order" | shall mean the time when the members and the public are notified that the meeting is commencing; |
| g) | "CAO" | means the Chief Administrative Officer of the Township of Southgate; |
| h) | "Chair" | means the Presiding Officer of a committee or Council meeting; |
| i) | "Clerk" | means the Clerk of the Township of Southgate; |
| j) | "Closed Meeting" | means a meeting, or part of a meeting, which is closed to the public as permitted by the Act, also referred to as an "in-camera meeting"; |
| k) | "Code of Conduct" | means a by-law to establish a Council Code of Conduct, as amended from time to time; |
| l) | "Committee" | means a Committee, Board, Task Force or other body constituted and appointed by Council, including the Committee of the Whole, with the exception of the Public Library Board; |
| m) | "Committee Chair" | means the Chair of a committee; |
| n) | "Committee Vice Chair" | means the Vice Chair of a committee; |
| o) | "Committee of the Whole" | shall mean a committee of Council comprised of all members of Council which, if established, would serve as the principal forum for the consideration of recommendations and public input on matters of Council business prior to consideration by Council; |
| p) | "Confirmation of Agenda" | shall mean a heading in the Council agenda that relates to a resolution of Council required to confirm the items on the agenda as presented. Any additions to the agenda shall be included as a resolution to |

		confirm the agenda as amended;
q)	"Confirming By-law"	shall mean a by-law to confirm all of the actions of Council during the meeting as intended to be legal and binding;
r)	"Consent Agenda"	shall mean a listing of general or regularly occurring reports, correspondence and resolutions of other Municipalities that can be dealt with in a single motion. The action for each item is provided in brackets on the consent agenda. Brief discussion may be held on any consent agenda item. Any item on the consent agenda, where further direction or resolution is proposed in addition to receipt for information, shall be pulled from the consent agenda and be heard immediately after the consent agenda has been disposed of;
s)	"Council"	means the Council of the Township of Southgate;
t)	"Declaration of Pecuniary Interest"	shall mean a declaration by a member in advance of an item on the agenda that the member has a pecuniary interest as per the Municipal Conflict of Interest Act and shall be provided to the Clerk, in writing, prior to the adjournment of the meeting or before the start of the next meeting;
u)	"Delegation"	means a person or group of persons who are not members of Council or Southgate staff who have requested and are permitted to address Council, individually or on behalf of a group;
v)	"Deputy Mayor"	is the position that fulfills the responsibilities of the Mayor in his/her absence;
w)	"Division of Question"	means a request by a Member to have a motion containing separate questions, recommendations or amendments, voted on in sections or parts;
x)	"Electronic Means"	means telephone or video conferencing or other interactive method whereby Members, staff and the public are able to hear the Member(s) participating by electronic means and the Member(s) participating by electronic means are able to hear other Members, staff and the public.
y)	"Electronic Participation"	means a member of Council, Committee or Committee of Adjustment who is participating electronically in a meeting and who may be counted in determining whether or not a quorum of members is present at any point in time.
z)	"Ex-officio Member"	shall refer to the Mayor's membership on all internal committees, sub-committees and working groups. Ex-officio means by virtue of office and therefore this member may attend any Southgate committee meetings and take part in discussion. The ex-officio member shall be a non-voting member and shall not be included when determining the number of members required for quorum or counted when determining if a quorum is present;

- aa) **“Friendly Amendment”** means the motion under debate is amended with the consent of the mover and seconder, and without the requirement for an amending motion to be made and is simple in nature;
- bb) **“In Writing”** shall mean handwritten, typewritten or electronically displayed;
- cc) **“Local Board”** means a local board defined by the [Municipal Act](#);
- dd) **“Majority Vote”** shall mean an affirmative vote of more than one-half of the members present and voting;
- ee) **“Mayor”** means the Head of Council of the Corporation of the Township of Southgate;
- ff) **“Meetings”** are defined as follows:

“Council Meeting” shall mean meetings set out in this by-law to be held on a regular basis. A quorum is required;

“Committee Meeting” shall mean a meeting held for the purpose of preparing information for presentation to Council and shall not involve enactment of legislation;

“Committee of the Whole” means a committee meeting consisting of all Members of Council sitting as a Committee of the Whole;

“Closed Meeting” shall mean a meeting or portion thereof which is closed to the public. This may be done only in the very specific circumstances defined in Section 6 of this By-law;

“Emergency Meeting” shall mean a meeting summoned under Section 240 (a) or (b) of the Act to deal with an emergency or extraordinary situation only. A quorum is required;

“Open Meeting” shall mean any meeting or portion thereof which is not closed to the public for appropriate reasons as defined in Section 6 of this by-law. All meetings shall be open unless there is a valid reason for the meeting to be closed. The public may not address Council without delegation or presentation status;

“Statutory Public Meeting” shall mean a meeting called to fulfill a statutory requirement of an Act. Information is presented and public input is encouraged. A quorum is not required. ~~Separate minutes shall be kept if a public meeting is included within a regular Council meeting.~~ Minutes are to be received for information at the next available Regular Meeting of Council and signed by the Chair and the Clerk;

“Public Meeting” or **“Public Information Meeting”** means a meeting held by staff where members of the public are encouraged to attend and may be invited to make submissions to staff, and is not a statutory public meeting under the purposes outlined in the [Planning Act](#) or the [Municipal Act](#).

Non-statutory public meetings do not require quorum and are for the purpose of staff to obtain comments from the public and to provide input based on the application. Minutes are to be received for information at the next available Regular Meeting of Council and signed by the Clerk;

“Special Meeting” shall mean meetings summoned under Section 240 (a) or (b) of the Act, having the same privileges as a Regular Council Meeting. A quorum is required;

- gg) **“Member”** as it relates to Council and Standing Committees means the Mayor, Deputy Mayor or Councillor of the Township of Southgate and for other committees as defined in this by-law, shall mean a person elected or appointed to the committee;
- hh) **“Member’s Privilege”** shall mean the announcement of good news stories, reminders of upcoming events, or acknowledgement of recent events and/or training.
- ii) **“Motion to Defer”** means a motion to delay the consideration of a matter to a future meeting of Council or a committee;
- jj) **“Motion to Receive”** means a motion to acknowledge the particular item, report or recommendation under consideration and to have it placed in the records of Council with no additional action being taken;
- kk) **“Motion to Refer”** means a motion to dispose of a question under consideration, with or without any proposed amendment, in order to seek consideration by, and, if deemed desirable, one or more reports from any designated committee, body or official;
- ll) **“Motion to Table”** means a motion to postpone without setting a definite date as to when the matter will be considered again;
- mm) **“Notice of Motion”** means a motion by any Member of Council that is not scheduled for an agenda which is presented to the Clerk in writing prior to the agenda deadline for inclusion on the current agenda;
- nn) **“Open Forum”** shall mean an opportunity for members of the public to voice opinions on subjects of municipal concern during the first 15 minutes of each regular Council meeting;
- oo) **“Open House”** means an opportunity for the public to drop in to review display boards and discuss the study with Township staff or the Township’s consultant;
- pp) **“Order of Business”** means the sequence of activities and/or discussions and decisions to be introduced and considered and shall be altered by 2/3 majority vote;
- qq) **“Point of Clarification”** means when a member wants to clear up something that was stated. This is a statement and not a question;

rr)	"Point of Information" or "Point of Parliamentary Inquiry"	means a question asked about a motion or about the process taking place and directed to the Chair or to the Clerk;
ss)	"Point of Order"	means a question by a Member with the view to calling attention to any issue relating to the Procedure By-law or the conduct of Council's business or in order to assist the Member in understanding Council's procedures, making an appropriate motion, or understanding the effect of a motion;
tt)	"Point of Privilege" or "Personal Privilege"	means a question by a Member who believes that another member has spoken disrespectfully towards that member or another member or who considers that his or her integrity or that of a member or Southgate official has been impugned or questioned by the member. Can also be used when a Member requires something relating to personal comfort such as temperature, noise level etc.;
uu)	"Present"	means physically in attendance at the meeting;
vv)	"Presentation"	means an address to Council or Committee by a consultant or associated body, or at the request of Council, a Committee or staff;
ww)	"Quorum"	as it relates to Council and its committees shall consist of more than 50% of the applicable membership;
xx)	"Recorded Vote"	means a written record of the name and vote of every member voting on any matter or question. A request by a member for a recorded vote shall be made immediately prior to the commencement of the vote being taken or immediately thereafter, prior to proceeding to the next item on the agenda. When a recorded vote is requested, or is otherwise required, the Clerk shall call the names and record the vote in random order;
yy)	"Reports of Municipal Officers"	shall mean a heading on an agenda to allow for the presentation of Department Head reports;
zz)	"Resolution"	means the decision of Council or its Committees on any motion;
aaa)	"Special Committee"	shall mean a committee appointed by Council for a specific function which may be comprised of Members of Council with staff support;
bbb)	"Sub-Committee"	shall mean a committee established by Council to work on and report on a specific function within the mandate of the standing committee. Sub-committees may or may not contain members of Council;
ccc)	"Task Force"	shall mean a group appointed by Council that has a defined purpose and mandate to allow residents with experience, interest and/or opinions in a particular subject area to provide input on a specific issue, through a balanced public process. The

- mandate of a task force will be community based fact-finding missions related to an important matter in Southgate. A task force will find and deal with factual information to find common ground or majority agreement on issues of a potentially controversial nature in the Township and shall not have Council Member representation as voting members, but may have representation in a supporting role;
- ddd) **“Township”** means the Township of Southgate;
- eee) **“Two-Third Vote”** shall mean an affirmative vote of at least 2/3 of the members present, as below:
- a. 7 members are present 5 are required;
 - b. 6 members are present 4 are required;
 - c. 5 members are present 4 are required; and
 - d. 4 members are present 3 are required;
- fff) **“Working Group”** shall mean a group appointed by Council who have a defined purpose and mandate to allow residents with knowledge and experience in a particular subject area to provide input on a specific issue. The mandate of a working group will be related to an important matter in the community that is of a minimally controversial nature in the Township and shall have at least one (1) Member of Council representation as a voting member.

2.0 APPLICATION

- 2.1 **General** The rules of procedure set out in this by-law shall govern all proceedings of Council and committees;
- 2.2 **Statutory Requirements** Notwithstanding anything in this by-law, where Council or a Committee convenes for the purpose of holding a hearing as required by any statute, the provisions of the statute and the [Statutory Powers Procedure Act](#), as applicable, shall govern the proceedings;
- 2.3 **Rules of Order Not Covered** To the extent that a matter is not dealt with in the [Act](#) or this by-law, Council and Committees shall have regard to [Robert’s Rules of Order Newly Revised](#);
- 2.4 **Use of Pronouns** Throughout this by-law, the words “he” and “his” shall, where appropriate be deemed to read “she” and “her”.

3.0 SUSPENSION OF THE RULES

- 3.1 **General** Any motion to suspend any provisions of this by-law shall be used only when absolutely necessary and shall always require a 2/3 vote.

4.0 ELECTRONIC MEDIA

- 4.1 **Audio and Video Recording** Open meetings may not be electronically or mechanically recorded by any member of the public without prior consent of Council through resolution

		and by written request by the requestor. Any recordings conducted during a Council or Committee meeting after obtaining consent shall be for personal use only and are not to be made public or distributed in any way without the prior consent by resolution of Council or Committee for the public use of the recording;
4.2	Recordings under Agreement	Council reserves the right to enter into agreements for the audio and/or video recording of Council meetings which may or may not be used for distribution to the public;
4.3	Council/Committee Recordings (Audio and Video)	Staff shall audio record both open and closed Council and Committee meetings and make open audio recordings available to the public, upon request. Staff may video record both open and closed Council and Committee meetings and make open recordings available to the public via the Township of Southgate YouTube Channel, if available. A retention period of one year from the date of the meeting is recommended for closed session audio/video recordings as they would not constitute the formal record of the meetings. The Clerk would be authorized to disclose the audio recordings to a Closed Meeting Investigator, only in those instances where they are relevant to a closed meeting investigation and do not breach solicitor-client, or other, privilege; the Township Solicitor, or designate, for the purpose of providing solicitor-client advice with respect to the contents of a recording; and any additional party authorized by the Municipal Council, by resolution. They are not intended to be used by members of Council who are absent from closed session meetings;
4.4	Electronic Devices in Council Chambers	Electronic devices are permitted in Council Chambers provided that they are turned to silent or vibrate during the meeting and are not used to record any aspect of the Council or committee meeting, unless consent has been obtained as per Section 3.1 .

5.0 MEETING LOCATIONS, TIMES AND NOTICE		
5.1	Inaugural Meeting of Council	The inaugural meeting of Council shall be held in the Hopeville Council Chambers at 7:00 p.m. on the first Monday in December following a regular municipal election, except when the day is a public holiday, in which case the meeting shall be held on the following business day;
5.2	Inaugural Meeting of Council Agenda	The Clerk shall have prepared for the Members of Council at the inaugural meeting an "Order of Business" as follows, to also include other ceremonial proceedings as deemed necessary and/or desirable: <ul style="list-style-type: none"> (a) Call to Order (b) Regrets (c) Declarations of Office (d) Mayor's Inaugural Address (e) Confirmation By-law (f) Statements by Members (non-debatable) (g) Adjournment;

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|-----|------------------------------------|---|
| 5.3 | Meeting Schedule | On or before the first December meeting, Council shall adopt a regular meeting schedule for its meetings to be held in the following year including the dates, times and locations for such meetings and the Clerk shall publish the schedule on the Township website. In the event the regular meeting date falls on a public holiday, the Council shall meet at the same hour on the next day not being a public holiday; |
| 5.4 | July/August Meetings | Notwithstanding the provisions of this By-Law, there shall only be one regularly scheduled meeting during the months of July and August and they will fall on the first Wednesday of the month and scheduled to begin at 9:00 a.m.; |
| 5.5 | Cancellation due to Weather | In the event of inclement weather or should there be a significant weather event anticipated, an evening meeting may either be cancelled with the consent of the Mayor and/or Chair and CAO and/or Clerk, or be moved up to start no earlier than 5:00 p.m. and called and posted no later than 12 noon on the day of the evening meeting to ensure there is enough notice to the public. Notice shall be given to the media and posted on social media no later than noon on the day of the evening meeting. |
| 5.6 | Notice of Cancellations | In the event of a meeting cancellation, staff will post notice of the meeting cancellation on Southgate's website, Facebook page, and subscription group and will notify the Members by email or by telephone. If the cancellation occurs at the last minute or after regular business hours and staff is unable to post the cancellation as noted, notice shall be posted as soon as it is practical to do so; |
| 5.7 | Three (3) Hour Limit | For all meetings, no item of business shall be dealt with after three (3) hours from the start time unless authorized by resolution of the members present. The extension of time after the initial three (3) hours shall only be permitted for only one (1) additional hour for evening meetings. No meeting shall exceed 11:00 p.m. on an evening meeting and shall not be extended by waiving the Procedural By-law. Should the agenda not be completed on the day of a Regular Meeting, all items left over shall be carried over to the Thursday following the Wednesday meeting and will begin at 1:00 p.m. in the Council Chambers. In the case of a County Council Meeting, the meeting shall resume on Friday following the Wednesday Council meeting at 9:00 a.m. and noted on the Township website and notice be given to the media, subscription list and social media; |
| 5.8 | Notice to the Members | Notice of meetings including agendas, minutes and supporting documentation to the members shall be via electronic mail. Notice may also be provided by telephone or personal contact in case of an emergency; |
| 5.9 | Notice to the Public | Agenda information distributed by the Clerk to members shall be made available to the public |

through posting to Southgate’s website.

5.10	Invalidation of Notice of Meeting	If a Meeting Notice is substantially given but varies from the form and manner provided in this Procedure By-law, the ability to hold the Meeting and the actions taken at the Meeting are not invalidated.
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6.0

CLOSED MEETINGS OF COUNCIL

6.1	Exceptions to Open Meeting Requirements	<p>All regular and special meetings of Council shall be open to the public unless the subject matters to be considered relate to:</p> <ul style="list-style-type: none">a) the security of the property of the municipality or local board;b) personal matters about an identifiable individual, including municipal or local board employees;c) a proposed or pending acquisition or disposition of land by the municipality or local board;d) labour relations or employee negotiations;e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose;g) a matter in respect of which a council, board, committee or other body may hold a closed meeting under another Act;h) the meeting is held for the purpose of educating or training the members and at the meeting and no member discusses or otherwise deals with any matter in a way that materially advances the business or decision-making of the council, local board or committee; andi) Council shall by resolution close a meeting or part of a meeting to members of the public where the subject matter to be considered is an ongoing investigation respecting the municipality, a local board, or a municipally-controlled corporation by the Ontario Ombudsman appointed under the Ombudsman Act or municipally-appointed Ombudsman;j) As per Bill 68:<ul style="list-style-type: none">a. Information explicitly supplied in confidence to the municipality by Canada, a province or territory, or Crown agency;b. A trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality;c. A trade secret or scientific,
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		<p>technical, commercial or financial information that belongs to the municipality and has monetary (or potential) value;</p> <p>d. A position, plan, procedure, criteria or instruction to be applied to any negotiations;</p>
6.2	Closed Meeting Procedure	A motion outlining the general nature of the subject matter is required before going into closed session with the resolution as discussed in closed to be included in the open agenda following the closed portion. No vote will be taken at a closed meeting except for a procedural matter. Please refer to Policy #25 for the full Closed Meeting Policy & Procedure;
6.3	Notice of Closed Meetings	Notice of Closed Meetings of Council shall be included on the regular Council agenda. Where required, providing Council with a closed session agenda in accordance with the publishing timeframes set out of regular agenda;
6.4	Reporting Out & Confidentiality of Closed Session Discussions	<p>A summary of any discussion held in closed session and any required vote will occur following the closed session discussion of Council or a Committee Meeting. In the case of Committee of the Whole Meetings, communication of closed session discussions will occur at Council Meetings.</p> <p>No Member shall disclose or discuss, through written, electronic or verbal communication, to any individual or corporate third party, any information that has been or will be discussed at a closed session meeting of Council or a Committee until such time that Council or a Committee has determined or has been advised by staff that the matter, or any part of the matter, can be made public subject to review by the Head or designate under the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) or if directed to do so by a court;</p>
6.5	Application of Open & Closed Meeting Provisions to all Committees	The provisions of Section 239 of the Municipal Act and Sections 9 a), b), and c) of this Procedure By-law apply to all Committees, despite Section 238 of the Municipal Act;
6.6	Closed Meeting Investigation	A person may request that an investigation be undertaken to determine whether Council or other Committee complied with the requirements of the Municipal Act and this Procedure By-law in respect of a Meeting or part of a Meeting closed to the public. A person may initiate such a request by completing and submitting a copy of the "Application for Investigation of Closed Meetings" form available on the Townships website or at the Municipal Office.

7.0 SPECIAL MEETINGS OF COUNCIL

7.1	Mayor May Request	The Mayor may at any time summon a special meeting of Council as per the Municipal Act S.240 (a) and include a clear statement of the purpose of the Special Council meeting;
7.2	Members Request	The Clerk shall, upon receipt of a written request of the majority of the members, call a special meeting

for the purpose and time mentioned in the request as per the Municipal Act S.240 (b) and include the following:

- a) Original signatures of Members; and
- b) A clear statement of the purpose of the Special Meeting;

7.3	CAO/Clerk May Request	The Chief Administrative Officer and/or Clerk may at any time request a special meeting of Council when required, and to deal with items specifically outlined on the agenda. Special meetings may be called for the purposes of training, workshops, items which may need immediate attention or items which are required for the purposes of the continuity of municipal business;
7.4	Special Meeting Notice Timing	The Clerk shall provide all members with at least forty-eight (48) hours' notice of a special meeting;
7.5	Special Meeting Minimum Notice Requirements to Members	Minimum notice shall consist of electronic notice followed by a telephone message to all members if required. If members accept the electronic meeting request, telephone communication will be deemed unnecessary;
7.6	Special Meeting Business	The only business to be dealt with at a special meeting is that which is identified in the notice of the meeting;
7.7	Special Meeting Validity	The Clerk will attempt to contact every member in relation to a special meeting as outlined under Section 7.4 . The lack of receipt of a notice or of an agenda for a special meeting by any Member shall not affect the validity of the meeting or any action taken thereat;
7.8	Special Meeting Notice to the Public	Notice for special meetings of Council shall be posted as soon as practical after being established on Southgate's website. Agendas and supporting documentation shall be posted as soon as practical prior to the special meeting as per section 5.8;
7.9	Special Meetings under the Emergency Management and Civil Protection Act	A Special Meeting may be held, without notice, to deal with an emergency situation as defined under the Emergency Management and Civil Protection Act , provided that an attempt has been made to reach the Members by telephone and/or e-mail at their respective residence and/or place of business. No business, except business dealing directly with the emergency situation, shall be transacted at that meeting. The forty-eight (48) hour notice required may be waived in the case of emergency as may be determined by the Mayor (or alternate) and/or CAO/Clerk/CEMC (or alternate) and documented in writing (memo or e-mail) to the Clerk.

8.0 CALLING OF WORKSHOP MEETINGS

8.1	Training and / or Workshop Meetings	<p>The Mayor and/or CAO and/or Clerk may convene a training and / or workshop meeting for Members of Council to discuss issues in an informal venue.</p> <ul style="list-style-type: none">i. With the exception of Procedural Matters, no motions are passed and no matter is discussed which advances the business of the
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		Municipality; and
		<ul style="list-style-type: none"> ii. A record describing, in general terms, the proceedings and the subject matter discussed is made at all workshop Meetings and placed on a future Council agenda to be received only for the purposes of information;
8.2	Notice of Workshop Meetings (posting of the agenda)	<p>The Clerk gives Notice of Workshop Meetings of Council by:</p> <ul style="list-style-type: none"> i. Providing, at least 48 hours in advance, Notice to Council in person, by telephone, by mail or electronic mail that indicates the date and time of the workshop Meeting and the general nature of the matters to be discussed; ii. Posting a Notice on the Townships website and time permitting on the Townships regular advertising page in the local newspaper that indicates the date and time of the workshop Meeting and general nature of the matters to be discussed. iii. Where ii) cannot be achieved, posting a Notice at the main entrance to the Municipal Office that indicates the date and time of the workshop Meeting and general nature of the matters to be discussed.

9.0	EMERGENCY MEETINGS OF COUNCIL
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9.1	Authority to Call Emergency Meeting	Notwithstanding any other provision of this by-law, an emergency meeting may be summoned by the Mayor without written notice or upon receipt of a written request of the majority of the members, to deal with an emergency or extraordinary situation, provided that an attempt has been made by the Clerk to notify the members about the meeting as soon as possible and in the most expedient manner available;
9.2	Emergency Meeting Business	No business except business dealing directly with the emergency or extraordinary situation shall be transacted at the emergency meeting;
9.3	Emergency Meeting Validity	Lack of receipt of a notice or of an agenda for an emergency meeting by any member shall not affect the validity of the meeting or any action taken thereat;
9.4	Emergency Meeting Notice	Notice and supporting documentation shall be posted on Southgate's website as soon as practical;

10.0	QUORUM FOR COUNCIL
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10.1	Majority for Quorum	A quorum shall consist of not less than a majority of Council members as established by Section 237(1) of the Municipal Act, 2001. For a Council composition of 7, 4 members are required for a quorum to be present;
10.2	No Quorum	If a quorum is not present at a scheduled meeting

	Present at Beginning	thirty (30) minutes after the scheduled commencement time, the meeting shall stand adjourned until the date of the next regular meeting and the Clerk shall record the names of the members present;
10.3	Loss of Quorum During Meeting	If a quorum is lost during a meeting, the meeting shall stand adjourned and all unfinished business shall be carried forward to the next meeting;
10.4	Quorum and the Municipal Conflict of Interest Act	Notwithstanding Section 9.3 where the number of members, who by reason of the provisions of the Municipal Conflict of Interest Act, are prohibited from participating in a meeting is such that, at that meeting, the remaining members are not of sufficient number to constitute a quorum, the remaining number of members shall be deemed to constitute a quorum.
10.5	Electronic Participation at Meetings	<p>Members may participate in meetings by electronic means subject to the following: and in accordance with the Township of Southgate Electronic Participation Policy No. 86. Members of Council, Committees and Committee of Adjustment who are participating electronically in a meeting may be counted in determining whether or not a quorum of members is present at any point in time.</p> <ul style="list-style-type: none"> i. Electronic means of participating in an open meeting are available only for meetings of Council that take place in Council Chambers, Hopeville Municipal Office, 185667 Grey Road 9, Dundalk, Ontario. ii. Requests to participate in a meeting by electronic means must be made to the Clerk at least two (2) business days before the meeting (by Monday at 2:00 p.m. following any addendum agendas). iii. A maximum of one (1) Member may participate in the same meeting by electronic means. Where more than one (1) Member requests to participate in the same meeting by electronic means, the requests will be granted to the first Member who makes the request. iv. A Member may participate in a maximum of two (2) open meetings per calendar year by electronic means. v. Members may not participate in Closed Sessions of any meeting by Electronic Means. vi. A Member participating in a meeting by electronic means shall be considered to be present

~~at such meeting but shall not be counted towards quorum.~~

~~vii. The Chair must be present in person at a meeting.~~

~~viii. Electronic connection of the Member to the meeting will not be disruptive with noise or sound quality issues in a manner that which impacts the Council discussion and progress of the meeting and at the discretion of the Clerk.~~

10.6 Practice of Electronic Participation

Where a member is participating in a meeting by electronic means, all rules and procedures as outlined in the Township of Southgate Electronic Participation Policy No. 86 shall be adhered to. ~~The following practices will be followed when a Member participates in a meeting by electronic means:~~

~~i. Any Member participating in a meeting by Electronic Means shall be available at least fifteen (15) minutes before the beginning of the meeting to assist staff in establishing the electronic connection.~~

~~ii. Any Member participating by electronic means will mute his or her electronic device when he or she is not speaking.~~

~~iii. The Chair will canvass Member(s) participating by Electronic Means about their intention to speak to a matter on the floor and will notify each Member when it is his or her turn to speak.~~

~~iv. After putting a motion to a vote, any Member participating by electronic means will be required to identify how he or she wishes to vote.~~

~~v. A Member participating by electronic means shall inform the Chair about his or her intentions to leave the meeting either on a temporary or permanent basis.~~

~~vi. A Member participating by electronic means will be deemed to have left the meeting when they are no longer electronically connected to the meeting.~~

~~vii. In the case of a loss of connection, or any connection issue which impedes the ability of a Member to participate in the meeting in real time, the meeting will continue without~~

10.7 **Electronic Participation during a Declared Emergency**

Amended by
By-law 2020-040
and 2020-046

~~attempts by either staff or the Member to reconnect to the meeting.~~

- ~~viii. Any Member who participates through electronic means will be required to log into Agenda Notes and participate through electronic voting, when available.~~

~~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.~~

- ~~i. The rules outlined in Part 10.7 do not apply to Committees of Council.~~
- ~~ii. All references to rules related to declared emergencies shall only be in place during an emergency existing in all or part of the Municipality, declared by either the Federal, Provincial, as well as both upper and lower tier Municipal Governments under sections 4 or 7.0.1 of the Emergency Management and Civil Protection Act. Regular meeting rules apply when the emergency has ended.~~

11.0 AGENDA PREPARATION

11.1 **Agenda Timing and Composition**

The final agenda, along with copies of any supporting documentation shall be prepared by the Clerk and made available to members and posted on the Township website by 2:00 p.m. on the Thursday preceding any regular Wednesday Council meeting.

Supporting documentation may be added to items listed on the addendum agenda on the Monday prior to the Council meeting by 12:00 noon or on Tuesday by 10:00 a.m. if the Monday is a holiday.

The agenda will consist of the following headings as required:

- a) Call to Order
- b) Open Forum
- c) Statutory Public Meeting(s)
- d) Confirmation of Agenda
- e) Declaration of Pecuniary Interest
- f) Delegations & Presentations
- g) Adoption of Minutes
- h) Reports of Municipal Officers and By-laws
- i) By-laws
- j) Notice of Motion
- k) Consent Agenda
 - a) Regular Business
 - b) Closed Session
 - c) Correspondence
 - d) Resolutions from other

		Municipalities l) County Report m) Members Privilege n) Closed Meeting o) Confirming Bylaw p) Adjournment;
11.2	Correspondence	Correspondence shall be handled as per Southgate Policy #62 – Council Correspondence Policy;
11.3	Addendum Agenda	<p>Items or matters will not be added to the agenda after its publication by inclusion on the addendum unless directed by the CAO and/or Clerk and only if the matter is of an urgent nature and requires a decision prior to the next Council or committee Meeting. For matters of urgent nature, the agenda will be re-published to provide adequate notice to the public. This applies to both open and closed session agendas.</p> <p>Addendum agendas must be published no later than 12:00 noon on Monday's or 10:00 a.m. on Tuesday's if the Monday falls on a holiday;</p>
11.4	Electronic System Failure	In the case of an electronic system failure, power interruption, or any other extenuating circumstance that hinders the posting of the agenda, it shall be posted as soon as possible. Council members shall be notified.
11.5	Agenda Composition during a Declared Emergency <div>Amended by-By-law 2020-040</div>	Meetings held during a declared emergency may have reduced agenda headings and the following headings may not be included: Open Forum, Statutory Public Meeting(s), Delegations & Presentations, Notice of Motion, County Report and Members Privilege.

12.0 ORDER OF BUSINESS

12.1	Agenda Order	The business of Council shall be taken in the order in which it stands upon the agenda as prepared;
12.2	Items Left Undisposed	When any agenda item or items are left undisposed of at the time of adjournment, either for want of a quorum or otherwise, such agenda item or items shall be taken up in succession under the heading Unfinished Business or as the first order of business of each respective heading at the next meeting or special meeting called for that purpose of Council;
12.3	Moving Items Forward on the Agenda	The order of items may be prioritized by a majority vote of Council to address identified issues for those in attendance.

13.0 COUNCIL MINUTES

13.1	Content of Minutes	<p>The minutes of Council, as taken by the Clerk, shall consist of:</p> <p>(a) the place, date and time of the meeting;</p> <p>(b) the name of the chair and the attendance of the members and staff;</p>
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		(c) each item considered by Council and the decisions without note or comment;
		(d) the results of any recorded vote;
		(e) the adoption of minutes of prior meetings.
		Pursuant to the Municipal Act, the minutes shall be without note or comment;
13.2	Minutes Presented to Members	Minutes of Council shall be prepared by the Clerk and presented to the members within five (5) business days following the meeting;
13.3	Changes to the Minutes	All changes made to minutes at a consecutive meeting shall be recorded by the Clerk and noted in the minutes of the current meeting.

14.0
DUTIES OF THE MAYOR AND/OR CHAIR

14.1	Per Municipal Act s. 226.1	<p>As chief executive officer of a municipality, the head of council shall:</p> <ul style="list-style-type: none"> a) uphold and promote the purposes of the municipality; b) Promote public involvement in the municipality's activities; c) act as the representative of the municipality both within and outside the municipality, and promote the municipality locally, nationally and internationally; and d) participate in and foster activities that enhance the economic, social and environmental well-being of the municipality and its residents;
14.2	Responsibilities of the Mayor	<p>It shall be the duty of the Mayor to:</p> <ul style="list-style-type: none"> a) Authenticate by signature, all by-laws and minutes of the Council; b) Represent and support Council, declaring its will and implicitly obey its decisions in all things; c) Be an ex-officio member on all Southgate initiated committees, sub-committees or working groups;
14.3	Responsibilities of the Chair	<p>In addition to the responsibilities of the Head of Council as set out in the Municipal Act 2001, as amended, it shall be the duty of the Chair to ensure an efficient meeting by:</p> <ul style="list-style-type: none"> a) Maintaining order and decorum; b) Deciding on all questions of order, subject to an appeal by Council; c) Receiving and submitting, in the proper manner, all motions presented to the members of Council; d) Putting to vote all questions which are

		properly brought before Council or that necessarily arise in the course of proceedings and announcing the results;
		e) Ruling on all procedural matters without debate or comment;
		f) Declining to put to a vote motions which do not comply with the rules of procedure or which are not within the jurisdiction of Council;
		g) Restraining the members, within the rules of order, when engaged in debate;
		h) Calling by name any member persisting in breaching the rules of order of Council and may order the member to vacate the Council Chamber;
		i) Adjourning or suspending the meeting if he/she considers it necessary because of grave disorder;
		j) Must remain neutral and must not enter into debate or discussions while in the Chair;
		k) The Chair shall vacate the chair in order to move or second a motion and shall resume the chair following the vote on the matter;
14.4	Right to Expel	The Chair may expel or exclude from any meeting any person or member whom he/she feels has exhibited improper conduct at the meeting as per the Municipal Act S.241(2);
14.5	Chair Moving a Resolution or Debating	When the Chair wishes to move or second a resolution before Council or enter into debate on a specific topic, he/she may call the Deputy Mayor to the Chair, present his/her resolution or comments from the floor and remain out of the Chair until the motion, all amendments, and the main motion to it have been disposed of. In the event that the Deputy Mayor is unable to assume the Chair, the Mayor shall call for an alternate member to assume the Chair;
14.6	Absence of Mayor and Deputy Mayor	In the absence of the Mayor and Deputy Mayor, the Clerk shall convene the meeting and call for a motion to fill the role of Chair. The member chosen shall preside during such absence and shall, while in the chair, have vested in him/her all the powers as given by this by-law to the Mayor.

15.0 DUTIES OF THE MEMBERS

15.1	Role of Council	It is the role of Council,
		a) to represent the public and to consider the well-being and interests of the municipality;
		b) to develop and evaluate the policies and programs of the municipality;

- c) to determine which services the municipality provides;
- d) to ensure that administrative policies, practices and procedures are in place to implement the decisions of Council;
- e) to ensure the accountability and transparency of the operations of the municipality, including the activities of the senior management of the municipality;
- f) to maintain the financial integrity of the municipality; and
- g) to carry out the duties of Council under the Municipal Act or other Act;

15.2
Conduct of Members

- No member shall:
- a) speak disrespectfully of any member of Federal or Provincial parliaments, Council or employee of Southgate;
 - b) use offensive words or un-parliamentary language;
 - c) engage in private conversation while in a Council meeting or use electronic devices (including cellular phones and pagers) in a manner which interrupts the proceedings of Council;
 - d) leave his/her seat or make any noise or disturbance while a vote is being taken and until the result of the vote is announced;
 - e) speak on any subject other than the subject under debate;
 - f) where a matter has been discussed in closed session and where the matter remains confidential, disclose the content of the matter or the substance of deliberations of the closed meeting;
 - g) criticize any decision of Council except for the purpose of moving that the question be reconsidered; or
 - h) disobey the rules of Council or a decision of the Chair or of Council on questions of order or practice or upon the interpretation of the rules of Council. In case a member persists in any such disobedience after having been called to order by the Chair, the Chair shall not recognize that member, except for the purpose of receiving an apology from the member tendered at that meeting or any subsequent meeting;

15.3
Addressing the Chair

Should more than one member indicate the intent to address the Chair, the Chair shall determine who is entitled to the floor and the order of the remaining

members for speaking.

If a Member disobeys a rule in this Procedure By-law or a Chair’s ruling:

- i) After the first occurrence, the Chair calls the Member to order.
- ii) After the second occurrence, if the Member continues to disobey this Procedure By-law or the Chair’s ruling, the Chair will immediately order the Member to leave his/her seat and observe the Meeting from the audience for the remainder of the Meeting;
- iii) Any Member other than the Offending Member may appeal the Chair’s ruling in ii), and Council or a Committee may overturn or uphold the Chair’s ruling. Should the Chair’s ruling be overturned, the Offending Member may return to his/her seat;
- iv) If the Offending Member informs the CAO that he/she wishes to apologize, the Clerk will inform the Chair of the Member’s request;
- v) At the next available opportunity in the Meeting, the Chair will allow the Offending Member to return to his/her seat to apologize to Council or a Committee. The apology will not include additional comments or debate by the Offending Member or by Council or a Committee;
- vi) After an apology is made by the Offending Member, Council or a Committee may consent to allow the Offending Member to return to the Meeting.
- vii) Should at any point the Offending Member create a disturbance while seated in the audience in ii), the Chair will order the Offending Member to leave the Council chamber or meeting room;
- viii) Council cannot appeal and the Offending Member cannot seek an apology from Council for the Chair’s ruling in vii);
- ix) If the Offending Member refuses to leave his/her seat or leave the Council chamber or meeting room in vii), the Chair may request the CAO to contact security or Police for assistance.

16.0

DUTIES OF THE CLERK

16.1	Role of the Clerk as per the Municipal Act	As per the Municipal Act S.228(1), it is the role of the Clerk, <ul style="list-style-type: none">a) to record, without note or comment, all resolutions, decisions and other proceedings of Council;b) if required by any member present at a
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		<p>vote, to record the name and vote of every member voting on any matter or question;</p> <p>c) to keep the original copies of all by-laws and all minutes of the proceedings of Council;</p>
16.2	Role of the Clerk Assigned by the Municipality related to Council	<p>Other duties of the Clerk as assigned by the Municipality include:</p> <p>a) to sign every by-law approved at Council;</p> <p>b) to call the meetings to order and preside until the election of a Chair in the absence of the Mayor or Deputy Mayor;</p> <p>c) to advise the Chair on procedural matters;</p> <p>d) to prepare and circulate the agenda and supporting information;</p> <p>e) to prepare the minutes and distribute to members within five (5) days of the Council meeting;</p> <p>f) to advise all departments of decisions by Council;</p> <p>g) to schedule delegations and presentations for Council meetings;</p>
16.3	Powers of Deputy Clerk	In the absence of the Clerk, the Deputy Clerk shall have all of the powers and duties of the Clerk;
16.4	Delegation of Powers	The Clerk may delegate in writing to any person, other than a member of Council, any of the Clerk's powers and duties, but may continue to exercise the delegated powers and duties despite the delegation.

17.0 DECLARATIONS OF PECUNIARY AND/OR CONFLICT OF INTEREST

17.1	Member's Responsibility	<p>As per the Municipal Conflict of Interest Act S.5(1), where a member, either on his/her own behalf or while acting for, by, with or through another, has any pecuniary interest, direct or indirect, in any matter and is present at a meeting at which the matter is the subject of consideration, the member shall, in accordance with the Municipal Conflict of Interest Act:</p> <p>a) prior to any consideration of the matter at the meeting, disclose the member's interest and the general nature thereof; and</p> <p>b) not take part in the discussion of or vote on any question in respect of the matter, and</p> <p>c) not attempt in any way whether before, during or after the meeting to influence the voting on the matter; and</p> <p>d) provide a signed copy of the <u>Declaration Form</u> to the Clerk before the end of the Council meeting or prior to the next available Council meeting for inclusion on the Conflict</p>
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		of Interest Registry and minutes;
17.2	Closed Meeting Declarations	Where a meeting is not open to the public, in addition to complying with the requirements of the Municipal Conflict of Interest Act, the member shall forthwith not participate in the vote on the matter or intend to influence a vote during which the matter is under consideration per the Municipal Conflict of Interest Act S.5(2) ;
17.3	Non-Disclosure Due to Absence	Where the interest of a member has not been disclosed by reason of the member's absence from a particular meeting, the member shall disclose his/her interest and otherwise comply at the first meeting of the Council or committee, as the case may be, attended by the member after the particular meeting per the Municipal Conflict of Interest Act S.5(3) ;
17.4	Clerk's Duty to Record	The Clerk shall record in detail the particulars of any disclosure of pecuniary interest made by a member and this record shall appear in the minutes of that meeting as per the Municipal Conflict of Interest Act S.6(1)

18.0 DELEGATIONS		
18.1	Responsibility of Clerk	Any person desiring to present information on matters of fact or to make a request of Council shall give notice and disclose the subject matter to the Clerk by 12:00 noon on the Wednesday preceding the Council meeting at which such person desires to be heard. It is the responsibility of the Clerk to determine whether a proposed delegation is unduly repetitious of a previous delegation;
18.2	Documentation Required	Any person who is scheduled to appear as a delegation before Council is required to submit to the Clerk, a written and/or electronic documentation "Request to Appear as a Delegation", attached hereto as Schedule "A", not later than 12:00 noon on the Wednesday preceding the Council meeting. If the delegate wishes to present a presentation; it must be included with the original request;
18.3	Time Limit	Each delegation shall be limited in speaking to not more than ten (10) minutes. Extensions to these limits will be at the discretion of Council. No more than one (1) delegation shall be permitted at any evening meeting, and no more than two (2) delegations shall be permitted at any daytime meeting. The Chair shall notify the delegate when the time has elapsed. Council members shall limit their comments to questions for clarification purposes only. In the event that an extension of time is required or requested, a 2/3 vote would be required;
18.4	Delegate Address	All delegates shall address the Chair from the podium and shall state their name and whom they represent;
18.5	Conduct of Delegates	No delegates shall: <div style="margin-left: 40px;">a) speak disrespectfully of any person;</div>

		<ul style="list-style-type: none"> b) use offensive language; c) speak on any subject other than the subject for which he has received approval to address Council; d) disobey the rules of procedure or any decision of the Chair or Council on any other procedural matters;
18.6	Delegation Curtailment	The Chair may curtail any delegation, any questions of a delegate or debate during a delegation for disorder or any other breach of this by-law, and if the Chair rules that the delegation is concluded, the person or persons appearing shall withdraw;
18.7	Delegation Content	Every communication, including petitions designed to be presented to Council must be legibly written, typed or printed and shall not contain any obscene matter or language and shall be signed by at least one person and filed with the Clerk. Email, faxed or photocopied petitions are not admissible.
18.8	Delegations during a Declared Emergency	Delegations shall be received in writing and presented at the next available Council meeting. Council shall provide direction to staff on actions and how to proceed which may include a verbal presentation at the following Council meeting based on Council's decision.
	<div style="border: 1px solid red; padding: 2px; color: red;">Amended by By-law 2020-040</div>	

19.0 PRESENTATIONS

19.1	Time Limit	Presentations that are requested by Council, a committee or staff shall be held to the 10-minute time limit of delegations unless otherwise indicated on the Council agenda;
19.2	Presentation Content	Presentations can include training for Council, information from contractors, presentations of study findings by consultants or other such requests;
19.3	Supporting Documentation Required	Any supporting documentation shall be provided to the Clerk by 12:00 noon on the Wednesday preceding the Council meeting for inclusion on the Council agenda;
19.4	Form Required	A cover sheet, attached hereto as Schedule "B", shall accompany all presentations on the Council agenda. Every effort will be made to schedule presentations in a timely manner. The Clerk will provide appropriate meeting dates to the presenter.

20.0 MEMBERS OF THE PUBLIC

20.1	Conduct of Audience at a Meeting	<p>Members of the public who constitute the audience at a meeting shall refrain from any activity or behavior that would affect Council deliberations and shall not:</p> <ul style="list-style-type: none"> a) Address Council or committee without permission; b) Bring signage, placards or banners into meetings; or
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- c) Interfere with the conduct of the Council or committee meeting in any way.

21.0 OPEN FORUM

21.1	Justification	Open forum allows for comments from the public relating to matters within Council's jurisdiction;
21.2	Process	The first fifteen (15) minutes of any regular Council meeting will be set aside for Open Forum. During this time any individual may address Council to voice concern or provide information on subjects of municipal concern. Members of the public are required to sign a register prior to the beginning of Council which allows them the opportunity to speak and also acknowledges they understand the protocol for Open Forum;
21.3	Decisions	No decision shall be made as a result of comments made during Open Forum. Council may consider comments made during Open Forum when deliberating the issue if/when the item arises on the regular Council agenda;
21.4	Motions Arising	No motions shall be presented as a result of comments made during Open Forum other than during the Notice of Motion section of the agenda;
21.5	Debate	Members and staff shall not be engaged in debate or discussion during Open Forum;
21.6	Registration	The "Open Forum Register" shall be made available 15 minutes prior to the Council meeting for sign up and collected by the Clerk to begin Open Forum. Individuals are required to sign in prior to being permitted to speak. No individuals will be permitted to sign up after the register has been collected;
21.7	Opportunity to Speak	No individual shall speak more than once at any meeting, and no individual shall speak for longer than three (3) minutes;
21.8	Curtailment of Time	The Chair may curtail the time or excuse any individual from speaking if the topic is unduly repetitious. The Chair may adjust the order of the speakers to allow for a broad range of topics during the allotted time;
21.9	Time Limit	Open Forum shall last no longer than 15 minutes and no time extensions shall be permitted. As soon as Open Forum is concluded, the council meeting shall continue as per the agenda;
21.10	Minute Content	Any comments made during Open Forum shall not form part of the Council minutes. The general nature of the comments and the number of speakers may be indicated in the minutes. The register shall be placed in the Council agenda file.

22.0 RULES OF DEBATE

22.1	Addressing Council	To address Council, a member shall request to speak, be recognized by the Chair and direct all comments through the Chair;
22.2	Address the Chair	Prior to speaking to any question or motion, each

		member shall address the Chair;
22.3	Order of Speakers	When two or more members indicate their desire to speak at the same time, the Chair shall designate the order of speakers;
22.4	Interruptions	When a member is speaking, no other member shall interrupt the member speaking except to raise a point of order, privilege or personal privilege;
22.5	Motion to be Repeated	Any member may require a motion or question under discussion to be read at any time during the debate but not so as to interrupt the member speaking;
22.6	Speaking to a Question	Members must indicate their intention to speak to a question through the Chair. No member shall speak more than twice to the same question without Council's permission, except that a reply shall be permitted only from the member who has presented the main motion. The total time a member may take to speak and obtain any necessary clarification shall not be more than five minutes regardless if they speak one or two times. The mover and seconder of a motion have the opportunity to speak first to a motion. Members' comments are relevant to the matter of business before Council or a Committee. Members express themselves succinctly without repetition;
22.7	Content of Questions Permitted	A member may ask a question only for the purpose of obtaining information relating to the matter under discussion and the question shall be stated briefly and asked only of the Chair, the previous speaker, the CAO, Department Heads or their designates. A member may also state a point to the matter under discussion without asking a question;
22.8	Point of Order	When a member rises on a point of order, point of privilege or point of personal privilege, the member shall ask leave of the Chair to explain the point. After leave is granted, the member shall state the point to the Chair and then remain silent until the Chair has ruled upon the point. Subject to being overruled by Council on a vote which shall be taken immediately and without debate, the Chair shall rule on the point. Any member may challenge the ruling of the Chair immediately following the ruling. The Chair's ruling is final unless it is challenged. Council's decision, by vote, is final if the Chair is challenged.

23.0 MOTIONS

23.1	Motions outside Jurisdiction of Council	A motion or notice of motion in respect of a matter which is not within the jurisdiction of the Council shall not be in order and shall not be considered by the Council;
23.2	Notice of Motion	Members who give advanced notice of a Notice of Motion during a Council meeting shall disclose the subject matter of the motion and provide the Clerk with a full copy of the motion prior to 12:00 pm noon on the Wednesday preceding the next Council meeting. Members who do not give advance notice at a previous meeting must provide the Clerk with a full copy of the motion prior to 4 pm on the

		Wednesday preceding the next Council meeting for inclusion. A Council member shall only request one Notice of Motion per Council meeting;
23.3	Withdrawn Motion	After a motion has been proposed and seconded, and placed in the hands of the Chair, it shall be considered to be in the possession of the Council but may be withdrawn by the mover and seconder if there are no objections from any members. If any member objects, the motion may only be withdrawn by a vote of the members present to grant the request for withdrawal. Withdrawn motions shall be presented in the minutes without note or comment;
23.4	Motions Permitted Without Written Notice	<p>The following may be introduced orally without written notice and without leave of Council:</p> <ul style="list-style-type: none"> a) a point of order, privilege or personal privilege; b) a motion to waive or suspend the rules of procedure; c) a motion to recess; d) a motion to adjourn; e) a motion to call the question; f) a motion to separate the question; g) a motion to receive an item; h) a motion to table an item; i) a motion to lift from the table; j) a motion to refer; k) a motion to defer; l) a simple amendment to a main motion;
23.5	Motions to be Moved and Seconded	A motion shall be moved and seconded before being open for discussion and consideration;
23.6	Members May Vote Against	A member may move a motion in order to initiate discussion and debate and that member may vote in opposition to the motion. A seconder of a motion may vote against the motion.

24.0 SPECIFIC MOTIONS

24.1	Motion to Recess	A motion to recess is not debatable;
24.2	Motion to Adjourn	<p>A motion to adjourn the Council meeting is not debatable and shall always be in order except:</p> <ul style="list-style-type: none"> a) when another member is in possession of the floor; b) when a vote has been called; c) when the members are voting, or d) when a member has indicated to the Chair his/her desire to speak on the matter before Council;

		A motion to adjourn and amendments thereto shall take precedence over any other motion and shall be put immediately without debate, except for the Chair to indicate any remaining pressing needs, in which case the member shall have the option to withdraw the motion to adjourn;
24.3	Call the Question	A motion to call the question is not debatable. A member who moved the motion to call the question shall not be allowed to speak to the question again if the motion is decided in the negative. A motion to call the question shall be put immediately without debate. If the motion passes, those members who had indicated their request to speak before the motion was presented shall be heard prior to closing debate;
24.4	Hijacking or Contrary Motions	Any motion that can, in essence, hijack or is contrary to any motion currently on the floor shall not be in order;
24.5	Motion to Table	A motion to table is not amendable or debatable and shall apply to the motion and any amendments under debate when the motion to table is made. If the motion to table carries, in the absence of any direction from Council, the matter may not be discussed until a member, through a Notice of Motion, brings it forward to a subsequent meeting;
24.6	Motion to Defer	A motion to defer, and any amendment to it, is debatable and shall include: <ul style="list-style-type: none"> a) the time to or period within which, consideration of the matter is to be deferred; and b) whatever explanation is necessary to demonstrate the purpose of the motion to defer;
24.7	Motion to Refer	A motion to refer, and any amendment to it, is debatable and shall include: <ul style="list-style-type: none"> a) the name of the committee or official to whom the motion or amendment is to be referred; b) the terms upon which it is to be referred and the time or period, if any, on or within which the matter is to be returned;
24.8	Amendments	A motion to amend is debatable. Only one motion to amend a main motion shall be on the floor at any one time. An amendment shall be relevant to the question in order to be received. An amendment shall not be received if proposing a direct negative to the question. An amendment shall be out of order if it is ruled by the Chair to be a substantive motion and not an amendment. An amendment which, in effect, is nothing more than a rejection of the main motion shall not be in order. After the motion to amend has been voted on, the main motion, as amended, shall be put to a vote if no other amendments are pending;
24.9	Consideration of	A motion that Council consider a matter previously

	Matter Previously Deferred	deferred indefinitely or to a time or eventuality which has not yet been reached or occurred, is debatable and shall be presented only if the Council so decides, by a 2/3 majority vote;
24.10	Motion to Reconsider	A motion to reconsider can only be made in the same meeting that the motion has been voted on. Only a member who voted on the prevailing side can move to reconsider a vote. A motion to reconsider is debatable if the motion to be reconsidered is debatable. The debate can go into the merits of the motion to be reconsidered. The motion is not amendable. No motion can be reconsidered if any provisions relating to the motion have been carried out. A motion to reconsider places an item back on the table for further discussion and another vote on the main question including any and all amendments that were passed with it. No discussion of the main question shall be allowed until the motion for reconsideration is carried. Once the question is reopened, it is reopened in its entirety. If the question is reopened, all previous decisions of the Council remain in force unless the Council decides otherwise. No motion to reconsider may, itself, be the subject of a motion to reconsider;
24.11	Motion to Rescind	A motion to rescind is a main motion that requires notice through a notice of motion and a 2/3 vote to pass. The motion to rescind is the motion by which a previous action or order can be cancelled. The effect of this motion is to strike out an entire main motion that had been adopted at some previous time. The motion to rescind is debatable and is not amendable and requires 2/3 vote. This motion is not in order when something has been done that is impossible to undo or notification has been provided when it affects a specific person;
24.12	Motion to Amend Something Previously Adopted	A motion to amend something previously adopted is a main motion that requires notice through a notice of motion and a 2/3 majority vote to pass. This motion is used to change only a part of the text or to substitute a different version to what was adopted previously. The motion to amend something previously adopted is debatable and is amendable and requires 2/3 majority vote. This motion is not in order when something has been done that is impossible to undo or notification has been provided when it affects a specific person and cannot be used to amend the motion in a way that is contrary;
24.13	Renewal Motion	A motion to renew is not in itself a main motion, but an act of bringing forward a motion, or a motion substantially the same as, a motion that had been disposed of at a previous meeting. The motion requires notice through a notice of motion and a 2/3 vote to pass if within the twelve-month period from which it was originally considered. A motion that was lost previously is not required to obtain a 2/3 majority vote to pass. The member bringing forward the renewal motion must indicate the date that the original motion was entered upon the minutes;
24.14	Dilatory or	Dilatory Motions:

- Improper Motions**
- a) misused with the purpose of obstructing business (such as a series of points of order, appeals, motions to table when used frivolously so as to not allow a decision to be made in an efficient manner);

b) absurd in substance;

c) frivolous; or

d) unwarranted;

Improper Motions are those that:

- a) are outside of the scope of jurisdiction;
- b) conflict with a previously adopted motion;
- c) present essentially the same question that has been defeated earlier in the same meeting without a motion to reconsider; or
- d) present a question that Council still has within its reach (such as an item that had been referred to committee or staff to come back to Council).

25.0 VOTING		
25.1	Order of Voting	<div>Motions relating to an item under consideration (main motions) shall be voted on in the following order:</div> <div><div>a) a motion to adjourn;</div><div>b) a motion to recess;</div><div>c) a motion to call the question;</div><div>d) a motion to table an item;</div><div>e) a motion to defer;</div><div>f) a motion to refer;</div><div>g) a motion to amend, in reverse order of its being placed;</div><div>h) the main motion;</div></div>
25.2	Members Shall Vote	Every member present at a meeting of Council where a question is put shall vote on the question, unless prohibited by statute, in which case the Clerk shall so record. If any member present does not vote at a meeting of the Council where a question is put, he/she shall be deemed to vote in the negative except where the member is prohibited from voting by statute;
25.3	Chair to State the Question	Immediately preceding the taking of a vote, the Chair shall state the question in the precise form in which it will be recorded in the minutes unless the wording is provided for visually in front of the members on their monitors;
25.4	Indication of Vote	A member shall vote by raising a hand or otherwise indicating the member's vote, except where a

		recorded vote is requested;
25.5	Conduct During a Vote	When the Chair calls for the vote on a question: <ul style="list-style-type: none"> a) each member shall occupy his/her seat and shall remain in place until the result of the vote has been declared by the Chair, and b) during this time no member shall walk across the room or make any other noise or disturbance;
25.6	Separate the Vote	Upon the request of any member, and when the Chair is satisfied that a matter under consideration contains distinct proposals, the vote upon each proposal shall be taken separately;
25.7	Majority Vote Required	All decisions of Council shall require a majority vote except as otherwise set out in this by-law;
25.8	Tie Votes	Any motion that receives a tie vote shall be deemed to have been decided in the negative;
25.9	Decisions requiring Two-Thirds Vote	The following decisions of Council require a two thirds vote: <ul style="list-style-type: none"> a) A motion to consider a report or by-law that does not relate to a matter listed on the agenda – amending the agenda; b) A motion to consider a matter previously tabled or deferred to a time of eventuality that has not been reached or occurred; c) A motion to revisit any question passed within the previous 12 months;
25.10	Recorded Votes	A request by a member present at the meeting for a recorded vote shall be made prior to, or immediately after, the vote and must be requested prior to any consideration of another matter. When a recorded vote is requested by a member, the Clerk shall record the name and vote of every member on any question in the order taken, using a random order of voters as determined by randomized listings prepared in advance and in the control of the Clerk;
25.11	Announcing the Results	The Chair shall announce the result of the vote, with the exception of the recorded vote where the Clerk will announce the result.

26.0 BY-LAWS

26.1	Introduced by Motion	Every by-law shall be introduced by motion, specifying the title thereof;
26.2	Three Readings	Every by-law shall have three readings prior to being passed. By-laws shall be taken as read for the first, second and third readings. A by-law may be passed through all its stages and be finally passed at one meeting with a majority of members present;
26.3	Confirmatory By-law	The proceedings of every meeting of Council shall be confirmed by by-law so that every decision of Council and every resolution thereof shall have the same force and effect as if each and every one of them had been the subject matter of a separate by-

		law duly enacted;
26.4	Amendments to By-laws	All amendments to any by-laws approved by Council shall be deemed to be incorporated into the by-law and if the by-law is enacted by Council, the amendments shall be recorded by the Clerk;
26.5	Duty to Sign	Every by-law once passed shall be dated and duly signed by the Mayor and the Clerk or their deputies.
27.0 COMMITTEES		
27.1	Composition	Council shall determine the appropriate number of committees, their membership, mandates and reporting practices;
27.2	Mayor's Committee	The Mayor's Committee (if required) shall be comprised of three (3) members appointed by the Mayor and the Chair shall be appointed by the Mayor;
27.3	Other Appointments	Appointments and nominees to other bodies shall be recommended by Council;
27.4	Task Forces, Working Groups and Special Committees	Council may, from time to time, appoint task forces, working groups or special committees which will report directly to Council. The establishment of such committees should include a specific mandate, terms of reference, and term of appointment. Special committees, task forces and working groups shall report to Council with a recommendation with regard to their continuation, assumption of responsibilities by Council, or abolishment;
27.5	Duty of the Chair	A Chair and Vice-Chair shall be appointed by the members at the first regular scheduled meeting. Each Chair and/or Vice Chair shall preside at every meeting of their committee, may vote on every question submitted for consideration and may require that resolutions be in writing;
27.6	Ex-Officio Membership	The Mayor shall be an ex-officio member of all Southgate committees, sub committees and working groups. He/she shall not be included to make up quorum, shall have the right to take part in discussion, but shall not have the right to vote;
27.7	Date & Time	Committees shall establish regular meetings dates, times and location at the beginning of each term or appointment. Meetings will generally be held in the Southgate Administration Building in Hopeville but may be moved to alternate locations on the recommendation of the Chair. Additional or emergency meetings may be held at the call of the Chair;
27.8	Notice to Members	Notice of meetings including agendas, minutes and supporting documentation to the members shall be via electronic mail. Notice may also be provided by telephone or personal contact in case of an emergency. In the event of a meeting cancellation, staff will notify the members by email or by telephone as soon as possible;
27.9	Notice to the Public	Notice of meetings shall be given as per sections 5.8 and 5.9 . Notice of meetings shall be posted as soon as practical after being established by committees.

Agendas shall be posted a minimum of two business days prior to the meeting. In the case of emergency meetings, notice of the agenda shall be posted as soon as practical. In the event of a meeting cancellation, staff will post notice of the meeting cancellation on Southgate's website, Facebook and Instagram page. If the cancellation occurs at the last minute or after regular business hours and staff is unable to post the cancellation as noted, notice shall be posted as soon as it is practical to do so;

- 27.10 **Role of Committees** The role of committees shall generally be to:
- a) make recommendations to Council on matters which are in their jurisdiction;
 - b) guide and request staff to provide reports on the direction and nature of policy development, fact finding, analysis and generation of public policy matters;
- 27.11 **Action on Committee Recommendations** No action shall be taken on committee recommendations until they are subsequently approved by resolution at Council;
- 27.12 **Governing Rules of Procedure** The rules governing the procedure of the Council and the conduct of members at Council shall be observed by committees as far as they are applicable, with specific exceptions of the rules for Committee of the Whole and committees set out in this section including:
- a) the number of times of speaking on any question shall not be limited;
 - b) a majority vote shall be required to decide any matter before the committee;
 - c) recorded votes shall be called to vote by name in alphabetic order;
- 27.13 **Council Attendance at Committee Meetings** Members of Council who are not members of a specific committee may attend meetings of that committee as members of the public and may, with consent of the Chair of that committee, take part in the discussion, but shall not be counted in quorum, shall not be entitled to make motions or vote and shall not be reimbursed for attendance at those meetings;
- 27.14 **Absence of Chair** In the event of the Chair of a committee not attending the committee at which he/she is to preside within fifteen (15) minutes after the time appointed for the commencement of the meeting, the committee Vice-Chair shall call the meeting to order and preside until the arrival of the committee Chair. Should the committee Vice-Chair not be in attendance at the meeting, the recording secretary shall call the meeting to order and ask those members in attendance to appoint one of the members to act in the place of the committee Chair for that meeting. Such member shall then preside until the arrival of the committee Chair or the committee Vice-Chair. The meeting must have a quorum to commence;

27.15	Preparation of Agenda	The appropriate Southgate staff person shall prepare committee agendas for distribution;
27.16	Amendment of a Committee Agenda	Any matter, which is within the committee's mandate and which is not on the committee agenda, or does not relate to a matter on the current agenda, may be considered by the committee if it agrees to consider it by a majority vote. The committee may amend the agenda to include time-sensitive matters or other such matters as deemed necessary by a majority vote. In this case, the amended agenda notification shall be included in the minutes for the meeting and the open agenda shall be republished to note the changes;
27.17	Committee Delegations	<p>Any person desiring to present information to a committee may do so subject to the following:</p> <ul style="list-style-type: none"> a) requests shall be in writing and the information to be presented shall be on matters of fact or to make a request of the committee; b) requests shall be made not less than five days preceding the committee meeting at which such person desires to be heard; c) exceptions to the five (5) business days' notice requirement required in (b) above may be approved by the committee Chair; d) any person who is scheduled to appear as a delegation before a committee is requested to submit written documentation for the committee's consideration to the appropriate Southgate staff person not less than five (5) business days preceding the committee meeting; e) rules relating to time limits, behaviour, curtailment of time and conduct shall be as set out in Section 18;
27.18	Closed Session	No meeting of a committee shall be held in closed session except in accordance with Section 6 ;
27.19	Declarations of Pecuniary Interest	Members of committees shall adhere to Section 17 with respect to declarations of pecuniary interest in committees;
27.20	Quorum	A quorum shall consist of more than 50% of the membership of the committee. Where the number of members, who by reason of the provisions of the Municipal Conflict of Interest Act, are prohibited from participating in a meeting is such that, at that meeting, the remaining members are not of sufficient number to constitute a quorum, then the remaining number of members shall be deemed to constitute a quorum.
27.21	Electronic Participation	A member of a Committee who is participating electronically in a meeting may be counted in determining whether or not a quorum of members is present at any point in time. Where a member is participating in a meeting by electronic means, all

		rules and procedures as outlined in the Township of Southgate Electronic Participation Policy No. 86 shall be adhered to.
27.22	Chair Right to Expel	The Chair has the right to expel or exclude any person from any meeting for improper conduct;
27.23	Reconsideration	No committee shall reconsider any question decided by Council within a year after the Council decision nor consider any other matter which could involve a decision inconsistent with a Council decision;
27.24	Committee Minutes	Committee minutes shall be directed as follows: <ul style="list-style-type: none"> a) Committee minutes shall be forwarded directly to Council for its information; b) Special committee, task force and working group minutes shall be forwarded to either a Standing Committee or Council in accordance with the direction of Council; c) All minutes are to be prepared and forwarded to the members within five (5) business days.

28.0 PUBLIC MEETINGS

28.1	Application	Public meetings will be conducted on a matter where directed by statute, Council or where requested by staff. Statutory public meetings shall be undertaken in accordance with the governing statute or as otherwise directed by law.
28.2	Purpose	The purpose of a public meeting is to hear input from the public on a particular matter. Accordingly, members shall not enter into a debate on the matter during the public meeting.
28.3	Members of the Public	Each member of the public speaking at a meeting will be asked to provide their name and address prior to providing comments for the record.
28.4	Minutes	Where the public meeting is held as part of a Council meeting, the minutes of the Council meeting shall include the minutes of the public meeting.
28.5	Electronic Participation	Public meetings may be held by electronic means. If participating electronically, members of Council, staff and the public shall adhere to the Township of Southgate Electronic Participation Policy No. 86.

29.0 COMMITTEE OF ADJUSTMENT SPECIFIC

29.1	Application	The procedures contained in this section shall be observed in all proceedings of the Committee of Adjustment and shall be incorporated into the procedures for the order and dispatch of meetings conducted by the Committee. All other matters not governed by the provisions of this section shall be governed by the provisions of the other sections of this by-law. In the event of a conflict between this section and the Planning Act, the Planning Act shall prevail;
29.2	Schedule of	The Secretary-Treasurer shall prepare a schedule of

	Meetings	meetings on an annual basis;
29.3	Insufficient Items	Where it is determined by the Secretary-Treasurer that there are insufficient agenda items for a meeting, the Secretary Treasurer shall cancel the meeting and notify the members and public as soon as practical.
29.4	Notice	For those consent items that are under the jurisdiction of the Committee, the Secretary-Treasurer shall issue notice of the consent applications to be considered at the meeting and the applicant shall post notice of their application on the subject property, both in accordance with the requirements of Planning Act and regulations thereunder, at least fourteen (14) days before the meeting. Members shall be provided with the meeting agenda on the Friday preceding the meeting that is scheduled for the following Wednesday;
29.5	Committee Composition	The Committee shall be comprised of no fewer than three (3) members and no more than seven (7) members appointed by Council, all of whom may be appointed as members from Council or members of the public. The members shall elect a Chair at their first regular meeting;
29.6	Quorum	<p>As per Section 44(5) of the Planning Act, where the Committee is composed of more than three members, three members are required to constitute a quorum. The inability of a member to act due to a declared conflict does not impair the powers of the Committee or of the remaining members.</p> <p>If no Quorum is present thirty (30) minutes after the time appointed for a meeting of the Committee, the Secretary-Treasurer shall record the names of the members present and the meeting will stand adjourned until the next appointed time;</p>
29.7	Electronic Participation	A member of Committee of Adjustment who is participating electronically in a meeting may be counted in determining whether or not a quorum of members is present at any point in time. Where a member is participating in a meeting by electronic means, all rules and procedures as outlined in the Township of Southgate Electronic Participation Policy No. 86 shall be adhered to.
29.7	Electronic Participation during a Declared Emergency	<p>During a declared emergency, the Municipality shall allow for electronic participation of Committee of Adjustment members in both open and closed Committee meetings by electronic means, and such members shall be counted in determining whether or not a quorum of members is present;</p> <p>(i) All references to rules related to declared emergencies shall only be in place during an emergency existing in all or part of the Municipality declared by either the Federal, Provincial, as well as both upper and lower tier Municipal Governments under sections 4 or 7.0.1 of the Emergency Management and Civil Protection Act.</p>

~~Regular meeting rules apply when the emergency has ended.~~

Closed Meeting

29.8

In accordance with the provisions of the Statutory Powers Procedure Act, R.S.O. 1990, c.S.22, a hearing being conducted by the Committee during a meeting may be closed to the public when the Committee is of the opinion that:

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

29.9 Procedure for Hearing

The following procedure shall be followed for the hearing portion of the meeting:

- a) The Chair shall call for any requests for deferral or withdrawal of any matters before the Committee;
- b) The Chair shall ask for confirmation that notice provisions were met;
- c) The Chair shall ask for a presentation of the planning report, review of comments received, and review of the proposed conditions to be attached to the decision should the Committee approve the application;
- d) The Chair shall ask the applicant or their representative to introduce themselves and present any further information. The applicant or their representative shall be provided with a maximum of 10 minutes to present their application;
- e) The Chair shall ask if any members have questions of the applicant or the representative;
- f) The Chair shall invite anyone else having an interest in the application to come forward, identify themselves and express their interest. Submissions from the public shall be limited to a maximum of 3 minutes each and shall be confined to the subject application. Any submission beyond the 3 minutes requires a majority vote of the members. The applicant or their representative shall have the opportunity to respond after all submissions are received and shall be allocated no more than 5 additional minutes;

- g) The Chair shall provide Committee members with a final opportunity to ask any additional questions relevant to the application before them;
- h) The Chair shall ask the members for a motion with respect to the disposition of the motion, shall permit discussion on the motion, shall call for the vote, shall announce the decision of the Committee, and may summarize any decision orally if requested;

29.10	Decision	No decision of the Committee on an application is valid unless it is concurred by the majority of the members that heard the application, and the decision of the Committee shall be in writing and shall set out the reasons for the decision and shall be signed by the members who concur in the decision. A copy of the Committee’s written decision will be prepared and issued in accordance with the provisions of the Planning Act. A copy of the Committee’s written decision shall be sent to each person who submitted a written request to receive a copy of the written decision with respect to the application, pursuant to the provisions of the Planning Act;
29.11	Request for Deferral	A request for deferral of a matter on the scheduled meeting date by the applicant or authorized agent must be for reasonable cause and must be made at the meeting. If granted, the Committee after consultation with the Secretary-Treasurer will set a new meeting date for the application to be heard. No further notice of the meeting date shall be required as per the Planning Act. Only those members present at the meeting where the application was deferred shall render a decision on the application at the subsequent meeting;
29.12	Request for Withdrawal	The applicant or their representative may request that an application be withdrawn. Such requests may be made to the Secretary-Treasurer in advance of the meeting date or at the meeting. The Secretary-Treasurer will record that the application was withdrawn from the Committee’s agenda and the Committee will take no action on the matter at the meeting;
29.13	Site Visits	Following the application by the owner or representative of the owner, but prior to the meeting where the application will be considered by the Committee, the members may conduct individual site visits. During site visits members shall not discuss with the applicant, or other interested individuals, any of the merits of the application or any issue or matter in connection with the application to be decided by the Committee. All information shall be presented to the Committee at the hearing.

30.0
AMENDMENTS TO BY-LAWS

30.1	Public Notice	No amendment or repeal of this by-law shall be considered unless notice is given as required under
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Public Notice Policy No. 15, being Southgate’s policy to establish standards for the giving of reasonable notice, unless directed under amendments to the Municipal Act, as amended.

31.0 CONFLICT

31.1	Severability	If a court or tribunal of competent jurisdiction declares any portion of this By-law to be illegal or unenforceable, that portion of this By-law will be considered severed from the remainder of this By-law, which shall continue to be in full force and effect;
31.2	By-law Versus Statute	If there is any conflict between this by-law and any statute, the provisions of the statute prevail.

32.0 PRINCIPLES OF THE PROCEDURE BY-LAW

32.1	Guiding Principles	<p>The principles of openness, transparency and accountability to the public guide the Townships decision-making process. In the context of Council and other Committee proceedings, this is accomplished by:</p> <ul style="list-style-type: none">a) Ensuring the decision-making process is understood by the public and other stakeholders;<ul style="list-style-type: none">i. Providing access to information and opportunities for input by the public and other stakeholders consistent with the requirements of this By-law and other statutory requirements;ii. Exercising and respecting individual and collective roles and responsibilities provided for in this Procedure By-law and other statutory requirements;b) The protection of basic rights by recognizing the right of the majority to decide, the minority to be heard and individuals to have the opportunity to participate;c) The principles of parliamentary law governing Council and Committee Meetings include:<ul style="list-style-type: none">i. The majority of Members have the right to decide;ii. The minority of Members have the right to be heard;iii. All Members have the right to information to help make decisions, unless otherwise prevented by law;iv. All Members have a right to an efficient Meeting;v. All Members have the right to be treated with respect and courtesy; andvi. All Members have equal rights, privileges and obligations;
32.2	Interpreting the Procedure By-law	<ul style="list-style-type: none">a) In the event of conflict between this Procedure By-law and legislation, the provisions of the legislation prevail;b) A specific statement or rule in this Procedure By-law has greater authority than a general one; and

- c) If there is a conflict between two or more rules in this Procedure By-law, or if there is no specific rule on a matter, the Chair will rule. In making a ruling, the Chair may consult the Clerk, rely on previous rulings and practices, or refer to Robert's Rules of Order.

33.0
MOTIONS FROM OTHER MUNICIPALITIES

- | | |
|--|---|
| 33.1 <div> Motions from Other Municipalities & Organizations Requesting Endorsement </div> | <ul style="list-style-type: none"> a) Motions from other municipalities are placed on the Consent Agenda under Resolutions of Other Municipalities. b) Staff may prepare recommendations related to the matter for Council's consideration; c) The Council's receipt of motions from other municipalities does not constitute endorsement by the Township of any recommendations or actions they may contain; d) Motions from other municipalities and requests for endorsement or action from other organizations will be dealt with as a matter of consent under Section 33 of this By-law. |
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34.0
CONSENT AGENDA

- | | |
|--|---|
| 34.1 <div> Consent Agenda and Information Reports </div> | <p>For the purposes of Consent Agenda, both Open and Closed, the following shall apply:</p> <ul style="list-style-type: none"> a) An information report is prepared for the information of Council and generally relates to a matter considered at Council or Committee of the Whole, or is a matter of Township business; b) An Information Report does not contain recommendations; c) An Information Report requested by Council or Committee of the Whole will be in the form of a motion; d) Information Reports are circulated under the Consent Agenda and not up for discussion unless a Member of Council makes such a request through the Chair; e) Closed Consent Agenda items / Closed For Information Reports are not made available to the public on the Township's website and may only be placed on a Council agenda if the nature of the confidential information satisfies the requirements of closed session meetings; f) Closed Session Consent Items may be removed from the Consent Agenda and placed on the Closed Session Agenda by resolution of two-thirds (2/3) majority vote. |
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35.0 ACCOUNTABILITY AND TRANSPARENCY

35.1 Open Government

Township Council is responsible to provide good government for its stakeholders in an accountable and transparent manner by:

- a. Encouraging public access and participation to ensure that decision making is responsive to the needs of its constituents and receptive to their opinions;
- b. Delivering high quality services to its citizens; and
- c. Promoting the efficient use of public resources;

Accountability, transparency and openness are standards of good government that enhance public trust. They are achieved through the Township of Southgate adopting measures ensuring, to the best of its ability, that all activities and services are undertaken using processes that are open and accessible to stakeholders. Wherever possible, the Township of Southgate will engage stakeholders throughout the decision-making process which will be open, visible and transparent to the public. The principles of accountability and transparency apply equally to the Township's political process and decision-making and to its administrative management;

35.2 Internal Governance

The Township of Southgate's administrative practices and policies ensure specific accountability on the part of its employees through initiatives that include:

- a) Council Code of Conduct;
- b) Staff Code of Conduct;
- c) Individual performance management;
- d) employment policies;
- e) health and safety policies and programs;

35.3 Public Participation and Information Sharing

The Township of Southgate ensures that it is open and accountable to its stakeholders and encourages public awareness of, and participation in, its activities and decision-making processes by providing appropriate notice of when and where meetings of Council and committees take place.

These meetings will be open to the public except in the limited situations specifically authorized by the Act. The Township provides transparency in the conduct of its business as outlined in this Procedure By-law. The Township of Southgate ensures that participation by the public can be meaningful and effective, through timely disclosure of information by various means including, but not limited to social media, the Township website, and print media.

The Township of Southgate has adopted:

- a) a code of conduct for members of council;
- b) a Community Action Plan; and
- c) a records retention policy;

36.0 CHIEF ADMINISTRATIVE OFFICER EVALUATION

36.1 **CAO Evaluation** Council shall, at least once each calendar year, meet with the CAO to review his/her performance and remuneration.

37.0 ENACTMENT

37.1 **Repealed** By-law No. 2020-027 as amended, is hereby repealed.

37.2 **Force & Effect** This by-law shall come into force on the date of passing.

Read a first, second and third time, and passed this 7th day of October, 2020.

John Woodbury, Mayor

Lindsey Green, Clerk

Schedule A – Request to Appear as a Delegation

I wish to appear before Council/Committee on:

(Please print clearly)

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

New Delegation

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

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

Additional Delegation Information

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

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

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

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

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

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

_____	_____
Signature	Date

_____	_____
Signature	Date

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

Approval

Council Date: _____

Municipal Clerk Initials: _____

Township of Southgate Delegation Protocol

The purpose of the delegation process is to allow residents to make their views known to Council/Committee. Council/Committee values and welcomes input, comments and constructive suggestions. Since Council generally has to consider a large number of issues and concerns at any given time, the following protocol is to be observed:

1. In accordance with the Township of Southgate Procedure By-law, a delegate shall be allowed to speak for ten (10) minutes.
2. A delegation shall consist of no more than two (2) persons with a total speaking time of not more than ten (10) minutes. When a number of people are to appear representing one viewpoint or interest group, it is expected that the group be represented by a spokesperson, and/or submit written submissions.
3. When called upon by the Chair at Council meetings, the delegation (speaker) should proceed immediately to the podium or table in the Council Chambers.
4. Speakers are asked to keep their remarks as brief as reasonably possible. Comments when stated in a clear, concise and factual manner are very much appreciated.
5. In order to reduce the possibility of any misunderstanding and to facilitate necessary follow-up, the Clerk shall be provided with a written copy of the presentation, which will become part of the official corporate records. If you intend to read from a prepared text, a copy of this text must be filed with the Clerk with your original request to appear as a delegation. If you do not intend to read from a prepared text, all key points that you wish to cover must be included with your request. If additional information is to be provided at the meeting, 12 copies shall be supplied to the Clerk prior to the meeting start time for circulation.
6. Discussion topics, other than the subject matter of the written request to appear as a delegation, will not be permitted. Further, subsequent delegations on the same topic, without significant new information, will not be permitted.
7. Persons addressing Council shall confine their remarks to the business stated in their written request to be heard, and such shall be presented in a respectful and professional manner, and their conduct shall be governed by the provisions set out in the Procedure By-law.
8. Council members may ask questions for clarification purposes. Statements from Council members or debate on the issue are not permitted at this stage. The matter will be referred to staff to prepare a report with a recommendation. Debate as required would take place after receiving the staff report.
9. Delegations will not be permitted on items that will be the subject to an upcoming public meeting pursuant to the Planning Act, unless exceptional circumstances apply, which have been reviewed and approved by Council. Persons should present their concerns and opinions at the scheduled public meeting where their comments can be considered along with all other submissions. Delegations or presentations to Council after the public meeting has been completed and before Council has made its determination will not be permitted.

Schedule B – Presentation Cover Sheet

Name of Presenter: _____

Name of Group or Organization: _____

Contact Email or Phone Number: _____

This presentation is requested by (check one):

____ Staff – Name: _____

____ Committee – Name: _____

____ Council – Resolution No. _____

____ Other - _____

Reason for the Presentation:

Time Requested for Presentation (in minutes): _____

Scheduling Requirements (issues or deadlines): _____

Terms –Supporting documentation must be received by the Clerk no later than 12:00PM noon on the Wednesday immediately preceding the scheduled Council meeting, complete with a copy of the presentation materials.

Note: Any presentations that are requested for longer than the 10 minute time limit should be scheduled a minimum of 2 weeks in advance. The Clerk shall provide the presenter with meeting dates.

Electronic presentations must be e-mailed to clerks@southgate.ca no later than 12:00 noon on the Wednesday immediately preceding the meeting.

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

Approval:

Date presentation approved for: _____

Time allotted: _____ Municipal Clerk Initials: _____

Schedule C – Open Forum Register

Name	Topic	Contact Information

Personal Information Collection Notice: The Township of Southgate collects personal information in communications or presentations made to Township Council and/or its Committees. The Township collects this information to enable it to make informed decisions on the relevant issue(s). If you are submitting letters, faxes, emails, delegations, presentations or other communications to the Township, you should be aware that your name and the fact that you communicated with the Township will become part of the public record and will appear on the Township's website.

The Township will also make your communication and any personal information in it, such as your name, address and postal code or email address available to the public unless you expressly request, in writing, that the Township to remove it. By submitting a fax, email, presentation or other communication, you are authorizing the Township to collect and use the above-noted information for this purpose.

Open Forum Procedure: Individuals are required to sign this register prior to being permitted to speak. No individuals will be permitted to sign up after the register has been collected; No individual shall speak more than once at any meeting, and no individual shall speak for longer than three (3) minutes;

Audio and Video Recording of Council and Committee Meetings: The Township audio and video records all meetings within Council Chambers. If you make a presentation to Township Council and/or its Committees, the Township will be audio and video recording you and Township staff and may make these recordings available to the public.

MFIPPA Disclosure: All information submitted to the Township of Southgate is being collected under the authority of the Municipal Act and subject to disclosure under the Municipal Freedom of Information Act (MFIPPA). Questions about this collection should be directed to the Clerk's Department 519-923-2110 ext. 230.

Schedule D – Specific Motions - Quick Reference

Quick Reference Sheet	Subsidiary Motions						
To:	You say:	Interrupt Speaker	Second Needed	Debatable	Amendable	Vote Needed	
Adjourn (close the meeting)	"I move that we adjourn"	No	Yes	No	No	Majority	
Recess (short intermission may also be done by general consent)	"I move that we recess until..."	No	Yes	No	Yes	Majority	
Complain about noise, room temp., etc.	"Point of privilege"	Yes	No	No	No	Chair Decides	
Suspend further consideration of something (can be brought back through Notice of motion)	"I move that we table it"	No	Yes	No	No	Majority	
End debate	"I call the question"	No	Yes	No	No	Majority	
Postpone consideration (defer) - requires time and explanation	"I move we postpone/defer this matter until..."	No	Yes	Yes	Yes	Majority	
Refer to another body or Committee	"I move we refer this item to "	No	Yes	Yes	Yes	Majority	
Amend a motion	"I move that this motion be amended by..."	No	Yes	Yes	Yes	Majority	
Introduce business (a primary motion)	"I move that..."	No	Yes	Yes	Yes	Majority	

The above listed motions and points are listed in established order of precedence. When any one of them is pending, you may not introduce another that is below it, but you may introduce one that is above it.

Quick Reference Sheet	Incidental Motions					
To:	You say:	Interrupt Speaker	Second Needed	Debatable	Amendable	Vote Needed
Object to procedure or personal affront	"Point of order"	Yes	No	No	No	Chair decides
Request information	"Point of information"	Yes	No	No	No	None
Ask for vote by actual count to verify voice vote	"I call for a recorded vote"	Must be done before new motion	No	No	No	None unless someone objects
Object to considering some undiplomatic or improper matter	"I object to consideration of this question"	Yes	No	No	No	2/3
Take up matter previously tabled	"I move we take from the table..."	Yes	Yes	No	No	Majority
Reconsider something already disposed of at same meeting	"I move we now (or later) reconsider our action relative to..."	Yes	Yes	Only if original motion was debatable	No	Majority
Rescind or Amend Something Previously Adopted	I move we amend(rescind) the motion passed at the June 12, 2016 meeting...	No	Yes	Yes	Rescind No Amend Yes	2/3
Act of Renewing a motion (bringing back a motion within 12 months)	I am renewing the following motion that was lost at the June 12, 2016 Council meeting for the following reason	No – Must be done through NOM	Yes	Yes	No	2/3 to pass the motion that was renewed
Consider something out of its scheduled order	"I move we suspend the rules and consider..."	No	Yes	No	No	2/3
Vote on a ruling by the Chair	"I appeal the Chair's decision"	Yes	Yes	Yes	No	Majority

The motions, points and proposals listed above have no established order of preference; any of them may be introduced at any time except when meeting is considering one of the top three matters listed from the first chart (Motion to Adjourn, Recess or Point of Privilege).

Schedule E – Agenda Composition – Quick Reference

Call to Order: Get everyone's attention that the meeting will start.

Open Forum: Individuals can sign up in the 15 minutes prior to any meeting to indicate their intention to speak to Council. Open forum shall not take up more than 15 minutes. Each individual has 3 minutes. No dialogue with Council.

Confirmation of Agenda:

Confirm that all of the items required for the meeting are on the agenda. If a member would like to add an item, they would express that information at this time. It requires a 2/3 vote to add an item to the agenda at the meeting. Any item added would then be dealt with under New Business. Items may also be removed from the agenda in the same manner.

Declaration of Pecuniary Interest:

Members should declare any pecuniary interest that they are aware of in advance at this point and then again when the item is being discussed. If the member does not declare at this time, they must declare as soon as he/she notices their pecuniary interest.

Delegation: When a person requests to speak to Council to share information.

Presentation: When Council or Staff requests someone to attend and present information to Council, or when a consultant presents a report or findings to Council.

Adoption of Minutes: The minutes of previous Council meetings are adopted at this point in the meeting. Staff sends out the Council meeting minutes to Council for review and requests that Council review the minutes and notify the Clerk of any errors or omissions. The minutes are cleaned up prior to being posted on the website and printed for Council signature after approval. Any amendments should be brought to the Clerk's attention prior to posting.

Reports of Municipal Officers: The Department Heads are each provided a section to present their staff reports. Department Heads present their reports to Council with their staff recommendations on how they wish to proceed. They may offer alternatives to their recommendations or they may not. When the staff recommendation is presented via the staff report, Council may move the recommendation as presented in the report or may move an alternate recommendation as they so desire.

By-laws and Motions: Any By-laws requiring to be passed are placed here. Generally, Council will have been provided supporting information under Reports of Municipal Officers.

Notice of Motion: Notice of Motion is a section specifically for Council members. This is the location that Council members can bring forth their own motions. The notice must be provided to the Clerk in advance of the agenda in order to be dealt with at the current meeting. If notice of motion is received by a Council member and is included on the Agenda, it is dealt with at the Council meeting as a separate motion that has been moved by the member who has provided the notice. The motion would require a seconder and dealt with like any other motion. If there was no notice of motion provided at the time the agenda was prepared, a member may offer a verbal notice at the meeting under this heading. The motion would not be dealt with at this time, however the member has provided the notice that they intend to deal with this at the next meeting and the Clerk will have cause to add it to the next meeting agenda once provided with the information. ([See Section 22.2](#))

Consent Items: The consent agenda is included for any information received that is to be received for information or contains a general or repetitive

request, including Regular Consent, Closed Session Consent, Correspondence and Resolutions from other Municipalities. The action required of each item on the consent agenda is noted in brackets beside the item. It is **usually** received for information. Members may make a brief statement about any of the items on the consent agenda or request a simple clarification. Items can be pulled for further discussion from this consent agenda if a Council member wishes to alter the action required for a specific item, or if a longer discussion is required on an item. If a member pulls the item, the item is discussed at that time and the member who pulls the item moves a new resolution related to the item. The consent agenda is disposed of with the exception of any items that had been pulled and voted on separately.

For example: Councillor A advises he wishes to pull item b) on the consent agenda for further discussion. The Clerk makes note. The Chair inquires if any other members have items they wish to pull. Hearing none, the Chair requests a mover and seconder to approve the remaining items on the consent agenda as such:

Moved by xxx, seconded by xxx;

Be it resolved that Council approve the items on the consent agenda dated Month X, 20XX, save and except item b), and direct staff to proceed with all necessary administrative actions.

The Chair asks for discussion on the resolution (here is where members may make brief statements on any item) then calls for the vote. Once the vote is taken, the Chair call on Councillor A to discuss item b). Councillor A moves "That Council receive item b for information; and That Council direct staff to send the XYZ meeting minutes to the ABC Municipality for their information." The item now becomes its own item and would be dealt with like any other motion before Council and would require a seconder for further discussion.

County Report: A written report added by the Mayor and/or Deputy Mayor providing an overview of current pertinent topics currently from the County.

Member's Privilege: Here is Council's time to announce any good news stories from our area or provide reminders of upcoming events or past events they have attended on behalf of Southgate. Please try to supply the Clerk with supporting information so the minutes may accurately reflect the verbiage used.

Closed Session: A meeting, or part of a meeting, which is closed to the public as permitted by the Municipal Act, also referred to as an "in-camera meeting."

Confirming By-law: The Confirming By-law is used to confirm all the actions of Council during the meeting as intended.



Staff Report CL2020-031

Title of Report: CL2020-031- Fire Reservoir Agreement with the Trustees of the Independent Old Order Mennonite Church
Department: Clerks
Branch: Legislative and Council Services
Council Date: October 7, 2020

Recommendation:

Be it resolved that Council receive Staff Report CL2020-031 for information; and
That Council approve By-law 2020-121 to authorize entering into a fire reservoir agreement with the Trustees of the Independent Old Order Mennonite Church.

Background:

At the September 2, 2020 Council meeting, Council approved Site Plan No. 9-20 for a meeting house and cemetery located at 311796 Grey Road 8, Southgate. The report and background information can be found in [Staff Report PL2020-036](#).

One of the provisions of the Site Plan is Fire Suppression which states the following:
"The owner agrees to install all necessary servicing and equipment on the property for fire fighting and fire suppression, at the owners' expense. The owner further agrees that prior to being granted occupancy, a water reservoir for firefighting purposes is available either on the property or a neighbouring property, for use. The owner further agrees that an agreement is registered were by the Township is given access to use and inspect the reservoir and that all maintenance and snow clearing will be done by the owner at their expense, to the satisfaction of the Township."

Staff Comments:

The Site Plan has been legally registered on title and the next step is to enter into an agreement for the fire reservoir that will be placed on the property.

Financial Implications:

There are no financial implications as a result of this report. The fire reservoir will be installed and maintained at the owner's expense.

Communications & Community Action Plan Impact:

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

Concluding Comments:

That Council approve By-law 2020-121 to authorize entering into a fire reservoir agreement with the Trustees of the Independent Old Order Mennonite Church.

Respectfully Submitted,

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

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

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

Attachments: None

The Corporation of the Township of Southgate

By-law Number 2020-121

**being a by-law to authorize an agreement between Trustees of the
Independent Old Order Mennonite Church and The Corporation of the
Township of Southgate**

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

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

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

Whereas it is deemed necessary and desirable that the Council of the Corporation of the Township of Southgate enact a by-law authorizing the Corporation to enter into an agreement with Trustees of the Independent Old Order Mennonite Church,

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

1. **That** the agreement between Trustees of the Independent Old Order Mennonite Church and The Corporation of the Township of Southgate, attached hereto at Schedule A is hereby ratified and confirmed; and
2. **That** the Mayor and the Clerk are authorized to sign the agreement on behalf of the Township of Southgate; and
3. **That** where the provisions of any other by-law, resolution or action of Council are inconsistent with the provisions of this by-law, the provisions of this by-law shall prevail.

**Read a first, second and third time and finally passed this 7th day of
October, 2020.**

John Woodbury – Mayor

Lindsey Green – Clerk

THIS FIRE RESERVOIR AGREEMENT

Made the 24th day of September, 2020.

B E T W E E N:

TRUSTEES OF THE INDEPENDENT OLD ORDER MENNONITE CHURCH
(hereinafter referred to as the "Mennonite Church")

-and-

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE
(hereinafter referred to as the "Township")

(hereinafter collectively referred to as the "Parties")

WHEREAS:

1. The Mennonite Church is the registered owner of the lands legally described as PT LT 37 CON 8 PROTON PT 1 16R8745; Township of Southgate and municipally described as 311796 Grey Road 8, Dundalk, Ontario (hereinafter referred to as the "Subject Property");
2. In order to develop the Subject Property, the Mennonite Church has applied for a building permit;
3. As a condition of approval for development of the Subject Property, The Township requires a water reservoir for fire fighting and fire suppression purposes; and
4. The Parties have entered into this agreement for such purposes.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of ONE DOLLAR (\$1.00) of lawful money of Canada now paid by each of the Parties hereto to each other and in consideration of the above premises and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

1. CONSTRUCTION

- 1.1 The Mennonite Church will construct, at its cost, the said water reservoir on the Subject Property in a location satisfactory to the Township. Such reservoir will be constructed in accordance with the Ontario Building Code and any other relevant legislation to be approved in writing by the Township's Fire Chief and Chief Building Official.

2.0 ACCESS, USE AND MAINTENANCE

- 2.1 The Township's Fire Department shall have access to the reservoir at all times for the purposes of inspection and firefighting of properties regulated by the Township's Fire Department agreements. Any use of the reservoir by anyone other than

members of the Township's Fire Department must be approved in writing by the Township.

- 2.2 The Mennonite Church agrees, at its expense, to maintain and repair the reservoir so that it is kept and maintained in accordance with the approved plans for the reservoir.
- 2.3 Access roads to and from the reservoir shall be provided by the Mennonite Church in a manner that will accommodate the Township fire trucks and equipment and all access roads shall be maintained in good condition all year including but not limited to snow removal.
- 2.4 The Mennonite Church agrees to keep the reservoir filled with water in accordance with the Township's instructions and maintained at a water level satisfactory to the Township.

3.0 REGISTRATION

- 3.1 This Agreement may be registered on the title to the Subject Property.

4.0 INDEMNITY

- 4.1 The Mennonite Church agrees to indemnify and save harmless the Township from any and all costs, claims, demands, damages, fines, suits, actions and judgments made, brought or recovered against the Township for any bodily injury, death, property damage or environmental impairment caused by or resulting from the construction, maintenance and use of the reservoir referred to in this Agreement save and except for negligence by the Township, its employees, firefighters, agents or councillors.

5.0 INSPECTION

- 5.1 The Township may enter the Subject Property at any time to inspect the reservoir and access roads. In the event of any damage to the reservoir or access roads discovered on inspection the Mennonite Church shall promptly remedy such damage. In any event, the Mennonite Church is responsible to maintain the reservoir and access roads in good condition (including maintenance of water level) at all times.

6.0 GENERAL

- 6.1 Words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter genders, and words importing persons shall include firms and corporations and vice versa.
- 6.2 If any section in the Agreement is or is held to be illegal or unenforceable, it or they shall be considered separate and severable from the Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall be binding on the Parties as though such section had never been included in this Agreement.

- IN WITNESS THEREOF the Parties have executed this Agreement.

We have authority to bind the Corporation



Staff Report PW2020-050

Title of Report: PW2020-050 Third Release - 1 Tonne 4x4 Crew Cab Truck Tender Award Report
Department: Public Works
Branch: Transportation & Public Safety
Council Date: October 7, 2020

Recommendation:

Be it resolved that Council receive Staff Report PW2020-050 for information; and
That Council award the new model 1 ton 4x4 gas crew cab truck to Finch Chevrolet Cadillac Buick GMC Ltd. in the amount of \$63,315.00 plus HST.

Background:

At the September 2, 2020 Council Meeting, Council did not award the tender as presented and recommended the third release version to be specific for a good used or new model 1 ton 4x4 gas crew cab truck, to be awarded closer to the budget allocated of \$65,000.00.

The following Council resolution was passed at the meeting:

6.3.3PW2020-042 Second Release 1 Ton 4x4 Truck Tender Award

Mayor Woodbury requested a recorded vote on the main motion.

No. 2020-361

Moved By Councillor Dobreen; **Seconded By** Councillor Frew;

Be it resolved that Council receive Staff Report PW2020-042 for information; and

That Council award the One Ton 4x4 Truck Tender to MacMaster Buick GMC in the amount of \$73,618.00 plus HST.

Carried No. 2020-361

Yay (3): Mayor Woodbury, Councillor Dobreen, and Councillor Frew
--

Nay (4): Deputy Mayor Milne, Councillor Sherson, Councillor Rice, and Councillor Shipston

Failed (3 to 4)

Staff Comments:

Staff re-issued a third release for a good used or new model 1 ton 4x4 gas, crew cab chassis with hydraulic aluminum dump body truck.

Staff received a number of comments from past bidders that were upset their numbers have been viewed by competitors and expressed we were wasting their

time. To assist with duplication of paperwork for past bidders an addendum was issued with the third release of the tender that past bidders could submit just a cover letter with specific criteria and pricing.

Deputy Treasurer John Kurian, Public Works Foreman/Fleet Manager Phil Wilson, Public Works Administrative Assistant Lisa Wilson and Public Works Manager Jim Ellis opened the tender submissions via a virtual meeting on Thursday September 17, 2020, at 2 pm. There were 6 new vehicle submissions received, 2 for regular cab chassis and 4 for crew cab, the tender called for crew cab, the regular cabs will not be included in the evaluation process. Staff reviewed the submissions with the following evaluation:

Dealer	Year Make/Model	Body Manufacturer	Warranty	Cost excluding HST
Finch Chevrolet	Chev 2021 GMC Silverado 3500 HD	Commander	Basic 3yrs 60,000kms Drivetrain 5Yrs 160,000kms	\$63,315.00
Mac Master Buick GMC	2021 GMC Sierra 3500 HD	Eloquip	Basic 3yrs 60,000kms Drivetrain 5Yrs 160,000kms	\$64,099.00
Trillium Ford	2021 F-350	Eloquip	Basic 3yrs 60,000kms Drivetrain 5Yrs 100,000kms	\$64,393.69
Jim Wilson Chevrolet	Chev 2020 GMC Silverado 3500 HD	R Noble	Basic 3yrs 60,000kms Drivetrain 5 Yrs 100,000 kms	\$67,000.00

Delivery date could be January-February 2021 depending on production during COVID-19 pandemic.

Financial Implications:

The 2020 Capital Budget included \$65,000.00 for the 1 ton purchase, funded by the sale of Unit 294 1995 Chev 3500 1 ton for \$1,000.00 and \$64,000.00 from general taxation. Unit 294 will be sold after licencing runs out in December 2020.

The Finch Chevrolet Cadillac Buick GMC Ltd. submission of \$63,315.00 plus HST would result in an expense of \$64,429.34 (\$63,315 plus non-recoverable HST), or \$570.66 underbudget.

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 PW2020-050 for information, and that Council award the new model 1 ton 4x4 gas crew cab truck to Finch Chevrolet Cadillac Buick GMC Ltd. in the amount of \$63,315.00 plus HST.

Respectfully Submitted,

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

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

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



Staff Report PW2020-049

Title of Report: PW2020-049-Department Report
Department: Public Works
Branch: None
Council Date: October 7, 2020

Recommendation:

Be it resolved that Council receive Staff Report PW2020-049 for information; and
That The Township of Southgate proclaims, "As a community, we are committed to reducing our waste, resource conservation, and educating our community about sustainable living. We recognize that losing waste to disposal and as litter are local and global environmental threats. We will take action to reduce our waste and support the circular economy and endeavour to take the lead in our community toward environmental sustainability." We have declared October 19 – 25, 2020 Waste Reduction Week in the Township of Southgate.

Background:

Public Works Department update.

Staff Comments:

Transportation and Public Safety:

1. The new grader and pick up patrol truck were delivered to The Township. Grader Unit 102, 2004 Volvo is to be advertised on GovDeals for sale of the asset.
2. The Hopeville and Holstein winter sand storage have been filled.
3. Culvert S31, on Southgate Road 14, east of Southgate Sideroad 15 has been replaced with 2 dual CSP culverts. (Attachment #1)

Waste Resources and Diversion Management:

1. Compost screening has been completed and samples taken for analysis. Once testing results are received back, fresh compost will be available to residents free of charge, Dig In & Get Growing Southgate! **But we need your help!** This year's screening resulted in about 50% less of the finished compost product due to high levels of unacceptable materials in the organic green stream collections infused with plastic bags and containers, textiles and other materials. Southgate, we have an organics collection system that other municipalities envy the opportunity for waste diversion, Please do your part and keep it green!! (Attachment #2)
2. October 19 – 25, 2020 is the 19th annual Waste Reduction Week in Canada campaign.



The Township of Southgate proclaims, "As a community, we are committed to reducing our waste, resource conservation, and educating our community about sustainable living. We recognize that losing waste to disposal and as litter are local and global environmental threats. We will take action to reduce our waste and support the circular economy and endeavour to take the lead in our community toward environmental sustainability." (Attachment # 3)

Financial Implications:

The Operating and Capital Budgets have included these financial commitments.

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.

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-E - The Township will have produced savings by examining alternatives when bridges or culverts require replacement, including where appropriate installing dual culverts instead of replacing box culverts.

Concluding Comments:

Staff recommends that Council receive Staff Report PW2020-049 for information, and that the Township of Southgate proclaims, "As a community, we are committed to reducing our waste, resource conservation, and educating our community about sustainable living. We recognize that losing waste to disposal and as litter are local and global environmental threats. We will take action to reduces our waste and support the circular economy and endeavour to take the lead in our community toward environmental sustainability." We have declared October 19 – 25, 2020 Waste Reduction Week in the Township of Southgate.

Respectfully Submitted,

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

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

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

Attachments:

Attachment #1 S31 Culvert install

Attachment #2 Pictures of 2020 Compost & Organic Piles

Attachment #3 October 18 – 25, 2020 is Waste Reduction Week in Canada





The Township of Southgate

hereby declares

Waste Reduction Week in Canada

October 19 - 25, 2020

We commit to waste reduction, resource conservation, and community education for sustainable living. We recognize that losing waste to disposal and as litter are local and global threats to the environment. We will take action to reduce our waste and support the circular economy.

John Woodbury, Mayor

Name, Title

Signed

Date



WASTE
REDUCTION
WEEK
IN CANADA

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 CAO2020-057

Title of Report: Southgate - Flato West Block 75 Senior Apartment
Development Off Site Work Cost Sharing Agreement

Department: Administration

Council Date: October 7, 2020

Council Recommendation:

Be it resolved that Council receive staff report CAO2020-057 as information; and

That Council consider approve the Southgate-Flato Dundalk Meadows Inc. Block 75 Senior Apartment Development Project Cost Sharing Agreement for off-site works to service the project by Municipal By-law 2020-110 at the October 7, 2020 meeting.

Background:

The Township of Southgate has supported and approved the Flato Dundalk Meadows Inc. Block 75 Senior Apartment Development Project to construct an 80 unit Seniors Apartment Building development on Hagan Street in Dundalk. The project has primary access to services installed for the Flato West project on Hagan Street that accesses the service from Young Street. The primary vehicle access to this property is through the use on Rows Lane which requires roadway widening and service upgrades to provide secondary access to water, sewer services for this street and a sidewalk for public safety. Some of the cost of these services are growth related being borne by the developer and some are not growth related with the cost assessed to Southgate to provide the upgrading of existing services and/or the install of new services for existing residential properties.

Staff Comments:

The Flato Dundalk Meadows Inc., Block 75 Senior Apartment Development has developed their off-site construction plans and project costs to complete the work. Triton Engineering has reviewed and approved the off-site construction plans and financial cost allocations to Flato and Southgate. Included in this staff report is a copy of the document (Attachment #1) prepared by Triton to allocate the Flato Block 75 project for all the off-site works.

Staff recommends that Council approve this Agreement by Municipal By-law 2020-110.

Financial Impact or Long Term Implications

The financial impact to the municipality as a result of this report will be the following capital cost estimates in 2021 with following cost allocations:

Description of Work	Cost
<i>Sanitary Sewers</i>	
Rowes Lane	\$71,910.00
Hagan Street (middle section-rail trail to 270 Young)	\$ 100.00
Hagan Street (west section-270 Young to Young St.)	<u>\$ 400.00</u>
Sub-total	\$72,410.00
15% for Contingency & Engineering	<u>\$10,961.50</u>
Total	\$83,271.50
 <i>Watermain</i>	
Rowes Lane	\$61,450.00
Hagan Street (east section-Rowes Lane to Rail Trail)	<u>\$ 870.00</u>
Sub-total	\$62,320.00
15% for Contingency & Engineering	<u>\$ 9,348.00</u>
Total	\$71,668.00
 <i>Roads & Streetlighting</i>	
Hagan Street (middle section-rail trail to 270 Young)	\$ 37,350.00
Hagan Street (west section-270 Young to Young St.)	<u>\$ 51,050.00</u>
Sub-total	\$88,400.00
15% for Contingency & Engineering	<u>\$13,260.00</u>
Total	\$101,660.00

Note: Southgate's actual cost sharing portion will be based on actual construction costs of the project certified by Triton when the work has been completed.

The construction of this residential seniors apartments will generate future taxation, building permit fees and development charges, plus water and sewer user revenues for the Township once occupied.

Communications & Community Action Plan Impact:

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

Goal 3 - Promoting Health Services and Housing Choices

Action 3: The residents and businesses of Southgate envision a caring community which meets the needs of all ages and incomes for a healthy and comfortable life, even as our population grows and changes.

Strategic Initiatives 3-A (2019-2023): By means of appropriate policies, incentives and development partners, the Township will facilitate a significant increase in the supply and variety of both rental and purchase housing/accommodation within Southgate.

Concluding Comments:

1. That Council receive this staff report as information.
2. That Council approve the Southgate-Flato Dundalk Meadows Inc. Block 75 Seniors Apartment Development Project Cost Sharing Agreement for off-site works to service the project by Municipal By-law at the October 7, 2020 meeting that is included in this report as Attachment #1.

Respectfully Submitted,

CAO approval.: <u>Original Signed By</u>	Public Works Mgr: <u>Original Signed By</u>
Dave Milliner – CAO	Jim Ellis – PW Mgr.
dmilliner@southgate.ca	jellis@southgate.ca
519-923-2110 x223	519-923-2110 x224

- Attachment #1 – Triton Cost Sharing Worksheet for Flato Block 75 Off Site Construction Works
- Attachment #2 – Southgate Flato Block 75 Seniors Apartment Development Project Cost Sharing Agreement



**TRITON
ENGINEERING
SERVICES
LIMITED**
Consulting Engineers

Memorandum

DATE: March 24, 2019

TO: Dave Milliner, Jim Ellis & Clint Stredwick

FROM: Ray Kirtz / Dustin Lyttle

RE: Township of Southgate;
Flato West
Block 75 External Works

FILE: A4153E

Cost sharing breakdown for External Works:

Component	Estimated Cost	Township	Developer	Township Cost	Developer Cost
Rowes Lane					
Sanitary Sewer	\$ 71,910.00	100%		\$ 71,910.00	\$ -
Storm Sewer	\$ 65,930.00		100%	\$ -	\$ 65,930.00
Watermain	\$ 61,450.00	100%		\$ 61,450.00	\$ -
Roadworks	\$ 151,900.00		100%	\$ -	\$ 151,900.00
Landscaping & Street Lighting	\$ 37,000.00		100%	\$ -	\$ 37,000.00
Hagan St. (Rowes – Cp Rail Trail)					
Sanitary Sewer	\$ 3,400.00		100%	\$ -	\$ 3,400.00
Watermain	\$ 870.00	100%		\$ 870.00	\$ -
Road Works	\$ 53,995.00		100%	\$ -	\$ 53,995.00
Landscaping	\$ 20,750.00		100%	\$ -	\$ 20,750.00
Sediment Erosion Control	\$ 2,630.00		100%	\$ -	\$ 2,630.00
Hagan St. (Cp Rail Trail – 270 Young St.)					
Sanitary Sewer	\$ 200.00	50%	50%	\$ 100.00	\$ 100.00
Road Works	\$ 56,400.00	50%	50%	\$ 28,200.00	\$ 28,200.00
Sediment Erosion Control	\$ 1,300.00	50%	50%	\$ 650.00	\$ 650.00
Landscaping & Street Lighting	\$ 17,000.00	50%	50%	\$ 8,500.00	\$ 8,500.00

Component	Estimated Cost	Township	Developer	Township Cost	Developer Cost
Hagan St. (270 Young St. – Young St.)					
Sanitary Sewer	\$ 400.00	100%		\$ 400.00	\$ -
Road Works	\$ 41,550.00	100%		\$ 41,550.00	\$ -
Landscaping & Street Lighting	\$ 9,500.00	100%		\$ 9,500.00	\$ -
Total Estimated Construction Cost				\$ 223,130.00	\$ 373,055.00
10% Contingency				\$ 22,313.00	\$ 37,305.50
5% Engineering				\$ 11,156.50	\$ 18,652.75
13% HST				\$ 29,006.90	\$ 48,497.15
Total Estimated Construction Cost				\$ 285,606.40	\$ 477,510.40

The Corporation of the Township of Southgate

By-law Number 2020-110

being a by-law to authorize an agreement between Flato West Meadows Inc. and The Corporation of the Township of Southgate

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

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

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

Whereas it is deemed necessary and desirable that the Council of the Corporation of the Township of Southgate enact a by-law authorizing the Corporation to enter into an agreement with Flato West Meadows Inc.,

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

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

Read a first, second and third time and finally passed this 7th day of October, 2020.

John Woodbury – Mayor

Lindsey Green – Clerk



SERVICE FINANCING AGREEMENT

THIS AGREEMENT made the 7th day of October, 2020.

BETWEEN:

**Flato Developments Inc.
c/o Southgate Meadows Inc.
(Flato Block 75 Seniors Apartment Development)
(hereinafter called the "Developer")**

PARTY OF THE FIRST PART

-and-

**THE CORPORATION OF THE TOWNSHIP
OF SOUTHGATE
(hereinafter called the "Township")**

PARTY OF THE SECOND PART

WHEREAS:

- A. The Developer is the owner of certain lands described in Schedule "A" hereto for which a draft plan of subdivision has been approved;
- B. The development of the Developer's subdivision requires, *inter alia*, (i) the construction, installation and provision of certain Required External Services, identified in Schedule "B" attached hereto, and (ii) the payment of development charges in accordance with applicable law.
- C. The Site Plan Agreement and scope of this projects Off Site servicing works requires that *inter alia* the Developer and Township enter into this Service Financing Agreement to provide for all of the financing required for the construction of the works, facilities and services described on Schedule "B".

NOW THEREFORE, in consideration of the matters agreed to herein and in consideration of One Dollar (\$1.00) paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, the Developer and the Township agree as follows:

1. Definitions

In this Agreement:

“Agreement” means this Agreement and all Schedules thereto and any documents incorporated herein by reference.

“Benefiting Area” means those lands that will derive a benefit from the construction, installation and/or provision of the Required External Services defined herein;

“Benefiting Owner” means any owner of land within the Benefiting Area, other than the Owner of those lands as described in Schedule “A” of this Agreement.

“Development Charge By-law” or “DC By-law” means the Township’s Development Charge By-law 36-2015 passed under the authority of the *Development Charges Act, 1997*, as amended.

“Development Charge” means a charge for development as defined in the Development Charge By-law, as amended or its successor by-law.

“Lands” means the lands described in Schedule “A” attached hereto.

“Parties” means the Developer and the Township, and “Party” means one of the parties.

“Required External Services” means the services and facilities described on Schedule “B” attached and in part consist of local services outside the development which are required for the development.

“Township’s Costs” means the Township’s reasonable costs in preparing this Agreement, including without limitation, the costs of consultants and legal counsel relating thereto.

“Township’s Engineers” means the consulting engineering firm retained by the Township.

2. Application of Agreement

The Parties agree that this Agreement shall apply to the development of the entire Lands.

3. Required External Services

The Parties agree that the Required External Services identified in Schedule “B” hereto are required to service the Lands.

4. Developer’s Obligation for Required External Services

4.1 Costs of Services

The Developer agrees to:

- a) construct and install the Required External Services in accordance with Schedule “B”; and
- b) be solely responsible for the financing of the Required External Services in the manner set out herein and subject to the Developer’s entitlement to repayments and/or credits.

c) It being expressly understood that the Required External Services are to be designed, inspected and constructed at the Developer's sole cost. The cost of the Required External Services to be funded by the Developer shall include, without limitation, the construction costs, all related taxes, all related engineering services, and the Township's expenses.

4.2 Design and Approvals

The Developer agrees:

- a) to be responsible for the design of all the Required External Services as approved by the Township's Engineers, with the Township's Engineers to act reasonably in all instances;
- b) to obtain the approval of all other necessary authorities to the design of the Required External Services;
- c) that the Required External Services shall be installed and constructed strictly in accordance with the designs as approved by the Township's Engineer and all other necessary authorities in accordance with the terms of this Agreement;
- d) that all of the Required External Services shall be designed and their installation supervised by consulting engineers satisfactory to the Township's Engineers, acting reasonably;
- e) that the Developer's agreements or contracts with their consulting engineers shall include design, general supervision and resident supervision and shall provide that the Township's Engineers or their representative may personally review the installation of the Required External Services and shall have the power to stop the work in the event that in his or her reasonable opinion the work is being performed in a manner that may result in a completed installation that would not be satisfactory to the Township.
- f) that all design drawings shall be approved by the Township, acting reasonably, before the construction of the Required External Services; and
- g) that all design drawings shall carry the seal of the professional engineer who is responsible for the designs and shall be signed by him or her.

4.3 Construction of Required External Services

The Developer agrees:

- a) that the Required External Services shall be constructed in accordance with the approved design drawings;
- b) to file copies of all contracts and change orders with the Township's Engineers and shall provide work schedules for his or her approval before any work commences and that all work shall be carried out in accordance with the submitted contracts, work orders and approved work schedules; and
- c) that the Township's Engineers may conduct, at the expense of the Developer, any tests that he or she in his or her reasonable opinion considers necessary to satisfy him or herself as to the proper installation of the Required External Services.

4.4 Indemnity

The Developer shall indemnify and save harmless the Township and its servants, agents and employees from all actions, causes of actions, suits, claims and demands whatsoever which may arise directly or indirectly by reason of the design, installation, construction, operation or existence of any of the Required External Services required under this Agreement, save and except for any actions, causes of actions, suits, claims or demands that arise in whole or in part by reason of the negligence or willful acts or omissions of the Township, its servants, agents or employees or those for whom any of them are responsible at law.

4.5 Failure to Comply

In the event that the Developer fails to install the Required External Services as and when required by the Township's Engineers or having commenced to install the Required External Services, fails or neglects to proceed with reasonable speed or, in the event that the Required External Services are not being installed according to the specifications and requirements of the Township and of this Agreement, in addition to any other remedy the Township may have, upon the Township's Engineers giving at least five (5) business days' written notice by prepaid registered mail to the Developer and following the expiry of such five (5) business day period the Developer failing to take any action to remedy the matters set out in such notice, the Township may, but is not obligated to, without further notice, draw upon the Letter of Credit referred to in Section 6.2 for the estimated cost of the works and enter upon the Lands and proceed to supply all materials and to do all necessary works in connection with the installation of the Required External Services, including the repair or reconstruction of faulty work and the replacement of materials not in accordance with the Specifications, and to charge the cost thereof, including engineering services, to the Developer. In the event that the Letter of Credit is not sufficient to cover such costs, the Developer shall pay the deficit upon demand by the Township and the deficit shall be a charge upon the Lands until paid save for any lands which shall now or hereafter be deeded or dedicated to the Township or any other public authority. Such entry by the Township shall be as agent for the Developer and shall not be deemed, for any purposes whatsoever, as an acceptance or assumption of the Required External Services by the Township. If the delay is caused by a strike, lockout, labour disturbance, Act of God or similar occurrence, the Developer shall be deemed not to be in default under this Section until a reasonable time after such occurrence. In the event that a claim is made against the Township under the Construction Lien Act in respect of work that is done or to be done by the Developer pursuant to this Agreement, in addition to any other remedy the Township may have, upon the Township's Engineers giving 48 hours written notice by prepaid registered mail to the Developer, the Township may, without further notice, draw upon the Letter of Credit referred to in Section 6.2 for the amount of the claim plus security for costs as provided for in s.44 of the Construction Lien Act, as may be amended.

4.6 Emergency Repairs

At any time prior to the assumption of the Required External Services by the Township, if any of the Required External Services provided by the Developer do not function properly and, in the reasonable opinion of the Township's Engineers, repairs are necessary immediately to prevent damage or hardship to any persons or any property, the Township may, but is not obligated to, make whatever repairs may be deemed necessary and the Developer shall pay to the Township, immediately upon receipt of a written demand, all expenses including engineering fees, based upon the cost of the work, incurred in making the said repairs. Such repairs shall not be deemed

an acceptance of the Required External Services by the Township or an assumption by the Township of any liability in connection therewith and shall not release the Developer from any of its obligations under this Agreement.

4.7 Applicable Laws

The Developer agrees:

- a) to comply with all statutes, laws, by-laws, regulations, ordinances, orders and requirements of governmental or other public authorities having jurisdiction at any time and from time to time in force ("Applicable Laws") in constructing and installing the Required External Services and, without limiting the foregoing, to comply with, and cause to be complied with, the provisions of the Occupational Health and Safety Act, the Environmental Protection Act and the Ontario Water Resources Act and any regulations, policies and guidelines relating thereto, including all obligations of the constructor and employer under the Occupational Health and Safety Act and regulations as applicable, and any obligation to obtain any approval or permit required under the Environmental Protection Act or the Ontario Water Resources Act or any regulations, policies and guideline relating thereto; and
- b) to do, cause to be done or refrain from doing any act or thing as directed by the Township or the Township's Engineers if at any time the Township or the Township's Engineers considers that any situation or condition is unsafe, damaging to the environment or contrary to the provisions of any Applicable Laws and that if, within five (5) business days of receipt of such direction from the Township's Engineers, the Developer fails to comply with such direction or commence to comply with such direction in the event that such direction is incapable of being complied with within the five (5) business day period, the Township may take action to remedy the situation at the expense of the Developer and in this regard the Township shall also be entitled to draw upon the Letter of Credit referred to in Section 6.2, provided that if any delay in the Developer's compliance is caused by a strike, lockout, labour disturbance, Act of God or similar occurrence, the Developer shall be deemed not to be in default under this Section until a reasonable time after such occurrence.

4.8 General Liability Insurance Policy

The Developer agrees:

- a) to take out and keep in force comprehensive general liability insurance against claims for personal injury, death or property damage resulting from any accident or occurrence relating to the Required External Services;
- b) to deliver with this Agreement (if not previously delivered) a certified copy of the policy of liability insurance or a certificate of insurance setting out the essential terms and conditions of insurance, the form and content of which shall be satisfactory to the Township's Engineers or his or her designate, all acting reasonably, naming the Township and its agents as an additional insured; and
- c) that such policy shall be kept in full force and effect until all of the Required External Services have been assumed by the Township and shall comply with the following provisions:

- i. the minimum limit shall be \$5,000,000, all inclusive, for property damage and personal liability;
- ii. it shall not contain a clause for exclusion for blasting;
- iii. the premium must be paid initially for a period of one year and the policy shall be renewed for further one-year periods until all Required External Services are installed and assumed by the Township;
- iv. if the policy contains a deductible clause, the Developer agrees to deposit a certified cheque or a Letter of Credit with the Township in the deductible amount, as a deposit, together with a letter from the Developer authorizing the Township to appoint an independent adjuster and to investigate claims less than the deductible amount and authorizing the Township to pay such claims determined to be valid by the adjuster out of the said deposit. The Developer is responsible for all adjustment service costs and shall maintain the deposits in the amount of the deductible;
- v. the policy shall provide for cross-liability and severability of interest protecting the Township against claims by the Developer as if they were separately insured and providing that the Township shall be insured notwithstanding any breach of any condition in the policy by any other insured; and
- vi. the policy shall provide that the insurer shall not cancel or refuse to renew it without first giving the Township at least sixty (60) days prior written notice.

4.9 No Relief

The issuance of such policy of insurance shall not be construed as relieving the Developer from responsibility for other or larger claims, if any, for which the Developer is or may be liable under this Agreement or at law.

4.10 Notice of Cancellation

If the Township receives notice from the insurer that it has cancelled or refused to renew the insurance, or that it intends to do so, or if the Township otherwise determines that the insurance has lapsed or is about to lapse without renewal or replacement, the Township may, at the sole cost and expense of the Developer, obtain insurance in accordance with this section. In such circumstances, the Township shall be entitled to obtain new insurance or add the necessary insurance coverage to the Township's blanket insurance. The Developer shall forthwith, upon receipt of written notice therefore from the Township, reimburse the Township for the cost of such insurance payable as noted above. In addition, the Township shall, at its sole discretion and option, be entitled to draw upon the Letter of Credit referred to in Section 6.1 to cover the costs of the insurance.

5. Agreement to Reimburse Developer for Services

The Parties acknowledge that there is an agreement for the Township to reimburse the Developer for certain aspects of the Required External Services in accordance with the ***Required External Services and Cost Sharing*** table set out in Schedule B, attached hereto. Reimbursement will be made when the Required External Services have been completed to the satisfaction of the Township, in its sole discretion.

The Developer agrees to provide the Township with proof of the actual cost of the Required External Services as soon as it is available. The Township will review the actual costs and if the Township is satisfied with the actual costs, the costs in the Required External Services and Cost Sharing will be adjusted accordingly.

6. Securities

6.1 Type and amount of security

The Developer shall deposit with the Township cash, or an irrevocable standby letter of credit from a Canadian chartered bank acceptable to the Township and in a form approved by the Township based upon Form 2 attached to this Agreement [the “security”] to secure and guarantee to the Township due performance of the Developer’s obligations under this Agreement and the security shall be in an amount equal to either:

- One hundred (100%) of the cost of Required External Services based on the Total Estimated Cost of such services as outlined in Column 1 on Schedule “B” including all applicable taxes, engineering fees, Township costs and contingency allowances. This amount is applicable if none of the Required External Services have been constructed and accepted/approved by the Township.; or
- If a portion of the Required External Services have been constructed and accepted/approved by the Township, the security amount will be equal to one hundred and fifteen (115%) percent of the cost of work remaining to be completed plus ten (10%) percent of the completed work costs, as estimated by the Developer’s Engineers and verified by the Township Engineer, for all of the Required External Services based on the Total Estimated Cost of such services as outlined in Column 1 on Schedule “B” including all applicable taxes, engineering fees, Township costs and contingency allowances;

as the case may be.

In the event that a letter of credit is provided then the Township shall be named as beneficiary/secured party therein.

6.2 Reduction of security

The security shall remain in place until the Required External Services have been completed to the satisfaction of the Township in its sole opinion.

6.3 Authority to draw upon security

The Developer specifically authorizes the Treasurer of the Township to draw upon the security provided pursuant this Agreement and to use such monies to pay for any costs or expenses incurred by the Township including without limitation costs or expenses arising from damages or deficiencies caused by the Developer or the Developer’s contractors or agents, successors or assigns, in connection with or relating to the development governed by this Agreement and/or to satisfy any financial obligation or other obligation of the Developer to the Township pursuant to the terms of this Agreement when due.

6.5 Stop Work Order

If the Township makes a demand for additional security or Letter of Credit pursuant to the provision of this Agreement, or if the Township has drawn upon the security or Letter of Credit pursuant to his Agreement, and the Developer has failed to deposit such additional security or Letter of Credit with the Township within fourteen (14) days or to replenish such security or Letter

of Credit within (14) days, the Developer shall be deemed to be in breach of this agreement and the Township may issue a stop work order.

7. Amendments to DC By-law and Adjustments to Repayments or Credits

The Developer has proposed, and the Township has accepted that the Developer shall delay its entitlement to repayments or credits for growth related costs from the Township's development charge reserves as well as any other repayments it would receive from fees and charges that the Township may collect in relation to the Required External Services until six (6) months following the time of issuance of a building permit for the first unit that is not a model home, and to be paid bi-annually thereafter to the Developer.

The Township may, but is not required to, amend the DC By-law at a future date to incorporate the "As Constructed" costs for the applicable Required External Services and shall adjust the amount of the credit or repayment being assigned by Developer to the Township based upon the final applicable figures incorporated in such amended DC By-law.

8. Recovery of Costs

8.1 Off-site Water and Wastewater Infrastructure

(i) In the event that all or any part of the lots fronting onto municipal Streets is developed and utilizes the Required External Services constructed and paid for by the Developer, the Township, so far as it is legally empowered to do so and subject to provisions herein, will use reasonable efforts to charge the Developed Lot Owner a Street Frontage Charge as a requirement or condition of development approval. Upon receipt of the Street Frontage Charge, the Township will forward same to the Developer.

(ii) The Developer agrees to provide the Township with proof of the actual cost of the Required External Services as soon as it is available. The Township will review the actual costs and recalculate the Proportionate Contribution fee based on the same formula used in Schedule.

(iii) The Developer acknowledges and accepts the risk that the Required External Services are not contained in any special area development charge and, therefore, the Township cannot provide the Developer any assurance that the Developer will recover any of the fee from the Benefiting Owners. The Township does, however, agree to make reasonable efforts to make such recoveries.

(iv) In the event that, for any reason whatsoever, including but not limited to administrative oversight, advertence or in advertence or negligence, the Township does not impose the fee as a requirement of condition of development approval or does not collect fee in respect of some or all of the Benefiting Area, the Developer agrees that the Township assumes no liability whatsoever for the cost of the works and shall have no obligation to reimburse the Developer for any expenses incurred by the Owner for which a fee from any Benefiting Area was not received. The Developer further covenants and agrees that it shall have no claim whatsoever in law or equity, and shall not institute any proceedings whatsoever against the Township for any failure by the Township to impose or collect fee from any or all of the Benefiting Owners.

(v) The Developer agrees and acknowledges that the Town's obligations with respect to this paragraph 8 shall expire on the date which is five (5) years from the date of the Effective Date.

9. Registration on Title

The Developer acknowledges that the covenants herein contained shall be considered covenants that run with the Lands and hereby consents to the registration of this Agreement on title to any part of the Lands of which the Developer is the owner at the time of execution of this Agreement. The Developer agrees to provide a complete and accurate legal description of the Lands to the Township and to execute all further documents as may be necessary to register this Agreement against the Lands.

10. Effective Date of this Agreement

This Agreement shall become effective on the date of the execution of this Agreement by the Township and the Developer (the "Effective Date").

11. Estoppel

The Developer shall be and are hereby estopped from asserting in any proceeding at any time and in any forum that the Township does not or did not have lawful authority to enter into this Agreement, or that any of the terms of this Agreement are not within the jurisdiction or capacity of the Township to enter into. The Developer acknowledges that it has voluntarily entered into this Agreement.

12. Time of Essence

Time shall be of the essence in this Agreement.

13. Amendments Only in Writing

No modification, variation, amendment or termination by mutual consent of this Agreement, and no waiver of the performance of any of the responsibilities of the Parties shall be effective unless such action is taken in writing by instrument or document executed by the Parties, excepting that the foregoing shall not apply where an express provision of this Agreement permits such modification, variation, amendment or termination pursuant to any other means, and in such instance the said provision shall apply. All representations and understandings of the Parties with respect to the Lands and the subject matter of this Agreement are contained in this Agreement, and there are no other representations or understandings between the Parties. This Agreement supersedes any and all prior agreements and understandings between the Parties with respect to the subject matter of this Agreement.

14. Notices

(i) Except as otherwise specified herein, any notice hereunder shall be given in writing, by delivery in person, or by registered mail (return receipt requested) or by facsimile transmission, properly addressed to the Party to whom such notice is given, with postage or charges, if any, prepaid. A notice shall be deemed to have been given only when received by the Party to whom such notice is directed.

(ii) Any notice, invoice or other writing required or permitted to be given pursuant to this Agreement (including notice of a change of address) shall be deemed to have been given if delivered personally to the party or to an officer of the applicable corporation or, if delivered by registered mail, on the third (3rd) day after mailing. The address for service of each of the parties is as follows:

Developer: Flato Developments Inc.
c/o Southgate Meadows Inc.
3621 Highway #7 East, Suite 503
Markham, ON L3R 0G6

Township: Township of Southgate
Attention: Dave Milliner, Chief Administrative Officer
185667 Grey Road 9
R.R. #1
Dundalk, Ontario N0C 1B0

15. Schedules

Attached hereto and forming part of this Agreement are the following Schedules:

- "A" Description of the Lands
- "B" Required External Services (to be funded by Developer)
- "C" Details for Letter of Credit

16. Successors and Assigns

This Agreement shall ensure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, subject only to any limitations explicit in this Agreement.

17. Developer's Acceptance of Agreement

The Developer shall not call into question, directly or indirectly, in any proceedings whatsoever in law or in equity or before any administrative tribunal the right of the Township to enter into this Agreement and to enforce each and every term of this Agreement and this Agreement may be pleaded as estoppel against the Developer in any such proceedings.

18. Further Assurances

The Parties shall from time to time and at all times do such further acts and things, and execute all such further documents and instruments, as may be reasonably required to carry out and implement the true intent and meaning of this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT IN BLANK

IN WITNESS WHEREOF the parties hereto have affixed their corporate seal under the hand of their proper officers or set their hand and seal.

**Flato Developments Inc.
c/o Southgate Meadows Inc**

Per: _____ Date: _____
Shakir Rehmatullah - President

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

Per: _____ Date: _____
Mayor John Woodbury

Per: _____ Date: _____
Clerk Lindsey Green

We have authority to bind the Corporation

SCHEDULE “A”

LEGAL DESCRIPTION

All and singular that certain parcel or tract of land and premises situate, lying and being in the Township of Southgate, in the County of Grey and Province of Ontario, and being composed of:

Plan 16M-54 Pt BLK 75, geographic Township of Proton, Township of Southgate

**SCHEDULE “B”
REQUIRED EXTERNAL SERVICES AND COST SHARING TABLE**

Cost Sharing Breakdown for External Works:

Component	Estimated Cost	Township's Portion	Developer's Portion	Township Cost	Developer Cost
Rowes Lane					
Sanitary Sewer	\$ 71,910.00	100%		\$71,900.00	
Storm Sewer	\$ 65,930.00		100%		\$ 65,930.00
Watermain	\$ 61,450.00	100%		\$61,450.00	
Roadworks	\$151,900.00		100%		\$151,900.00
Landscaping & Street Lighting	\$ 37,000.00		100%		\$ 37,000.00
Hagan Street (Rowes to CP Rail Trail)					
Sanitary Sewer	\$ 3,400.00		100%		\$ 3,400.00
Watermain	\$ 870.00	100%		\$ 870.00	
Roadworks	\$ 53,995.00		100%		\$ 53,995.00
Landscaping	\$ 20,750.00		100%		\$20,750.00
Sediment Erosion	\$ 2,630.00		100%		\$ 2,630.00
Hagan Street (CP Rail Trail to 270 Young St.)					
Sanitary Sewer	\$ 200.00	50%	50%	\$ 100.00	\$ 100.00
Roadworks	\$ 56,400.00	50%	50%	\$28,200.00	\$ 28,200.00
Sediment Erosion	\$ 1,300.00	50%	50%	\$ 650.00	\$ 650.00
Landscaping & Street Lighting	\$ 17,000.00	50%	50%		\$ 8,500.00
Hagan Street (270 Young Street to Young St.)					
Sanitary Sewer	\$ 400.00	100%		\$ 400.00	
Roadworks	\$ 41,550.00	100%		\$41,550.00	
Landscaping & Street Lighting	\$ 9,500.00	50%		\$ 9,500.00	
Total Estimated Construction Costs				\$223,130.00	\$373,055.00
10% Contingency Fees				\$ 22,313.00	\$ 37,305.50
5% Engineering Fees				\$ 11,156.50	\$ 18,652.75
13% HST				\$ 29,006.90	\$ 48,497.15
Total Estimated Construction Costs				\$285,606.40	\$477,510.40

SCHEDULE "C"

NOTE: Township policy requires that the Letter of Credit be issued by any one of the following financial institutions:

APPROVED FORM FOR LETTER OF CREDIT

Your Name & Address

Date of Issue:
Irrevocable Standby Letter of Credit

Reference No:

APPLICANT BENEFICIARY:

THE CORPORATION OF THE TOWNSHIP OF
SOUTHGATE
c/o Treasurer Liam Gott
185667 Grey Road 9
R.R. #1
DUNDALK, Ontario N0C 1B0

AMOUNT:
MAXIMUM in Canadian Dollars:

We hereby authorize you to draw on (Financial Institution & Address) for Account of (Applicant), up to an aggregate amount of (amount) (CAD) of lawful money of Canada available by Draft(s) on demand.

Pursuant to the request of our customer, (applicant), we, (Financial Institution) hereby establish and give to you an irrevocable standby letter of credit (the "credit") in your favour in the total amount of (amount) Canadian dollars pursuant to the agreement between the Township of Southgate and (applicant) dated (date) with respect to *the total cost of all development works and engineering costs* **[wording to be amended as necessary to identify purpose of the Letter of Credit i.e. as an assurance that required works will be completed]**

This credit may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you which demand we shall honour without enquiring whether you have a right as between yourself and our said customer to make such demand and without recognizing any claim of our said customer.

The amount of this credit shall be reduced from time to time as advised by notice in writing given to us from time to time by you.

This credit will continue up to the (date), subject to the following condition:

It is a condition of this credit that it shall be deemed to be automatically extended without amendment for one year from the present or any future expiry date hereof, unless at least 30 days prior to such expiry date, we notify you in writing by registered mail, that we elect

not to consider this credit to be renewable for an additional period. Upon receipt by you of such notice, you may draw hereunder by means of your signed written demand for payment.

Partial Drawings are permitted.

Drafts must be shown and negotiated not later than the (date) or automatically extended date.

Township of Southgate

Administration Office

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

Phone: 519-923-2110

Toll Free: 1-888-560-6607

Fax: 519-923-9262

Web: www.southgate.ca

Staff Report CAO2020-058

Title of Report: Flato West Block 75 Senior Apartment- Servicing Allocation of Water & Wastewater Capacity

Department: Administration

Council Date: October 7, 2020

Council Recommendation:

Be it resolved that Council receive staff report CAO2020-058 as information; and **That** Council approve the allocation of 56 residential units of servicing capacity for water and wastewater to the Flato Dundalk Meadows Inc. - Block 75 Seniors Apartment Development Project;

That Council consider approving the allocation of 56 residential units of servicing capacity for water and wastewater to the Flato Dundalk Meadows Inc. - Block 75 Senior Apartment Development Project by Township By-law 2020-111 at the October 7, 2020 meeting; and

That Council authorize the Mayor and the Clerk to sign the Flato Dundalk Meadows Inc. - Block 75 Senior Apartment Development Project Final Servicing Capacity Allocation Agreement.

Background:

The Township of Southgate allocates servicing capacity for water and wastewater to developments in the Village of Dundalk for these area rated services.

The present Dundalk Water and Sewage Treatment Reserve Capacity from the 2020 Reserve Firm Capacity Report has 1,886 equivalent residential units (ERU) for water and 413 ERU for wastewater servicing of uncommitted available capacity. A copy of the Triton Report dated April 23, 2020, reporting on the 2020 Dundalk Servicing Capacity that is available is included in this staff report as Attachment #1.

The Flato Block 75 Seniors Apartment Development project has 80 rental units.

Staff Comments:

The Flato Dundalk Meadows Inc., Block 75 Seniors Apartment Development is now at the stage where the Township needs to consider allocation of 56 units of reserve service capacity for this project.

The 2020 Triton Report on the Dundalk Reserve Servicing Capacity supports this allocation. Further the letter from Crozier Engineering (Attachment #2)

recommends that the capacity allocation for servicing allocated to an apartment unit would be the equivalent of 0.7 ERU of consumption. This 0.7 factor of servicing capacity allocation for an apartment unit is supported by Triton and Southgate staff as the number we will use in the future for this type of development allocation. The Flato Block 75 Seniors Apartment Development project with 80 rental units with 0.7 ERU per apartment, will require 56 units of allocation.

Staff recommends that Council approve this service capacity allocation for the Block 75 Seniors Apartment Development by Municipal By-law and authorize the Final Servicing Capacity Allocation Agreement for signing by the Mayor and Clerk.

Financial Impact or Long Term Implications

There is no financial impact to the municipality as a result of this report that will impact the normal municipal operating costs. We are presently working at expanding our wastewater treatment capacity that will require capital investments and the use of Development Charges we are collecting for this purpose.

This allocation of 56 ERU of capacity will be consumed with the construction of residential seniors apartments and the development will start to generate future taxation, plus water and sewer user revenues for the Township.

Communications & Community Action Plan Impact:

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

Goal 3 - Promoting Health Services and Housing Choices

Action 3: The residents and businesses of Southgate envision a caring community which meets the needs of all ages and incomes for a healthy and comfortable life, even as our population grows and changes.

Strategic Initiatives 3-A (2019-2023): By means of appropriate policies, incentives and development partners, the Township will facilitate a significant increase in the supply and variety of both rental and purchase housing/accommodation within Southgate.

Concluding Comments:

1. That Council receive this staff report as information.
2. That Council approve the allocation of 56 residential units of reserve servicing capacity of water and wastewater to the Flato Dundalk Meadows Inc.- Block 75 Seniors Apartment Development by Township By-law 2020-111 at the October 7, 2020 meeting.

3. Council approve the Flato Dundalk Meadows Inc. - Block 75 Seniors Apartment Development Water and Wastewater Final Servicing Capacity Allocation Agreement. A copy of the Flato approved Final Servicing Capacity Allocation Agreement is included in this report as Attachment #3.

Respectfully Submitted,

CAO approval.: Original Signed By **Public Works Mgr: Original Signed By**

Dave Milliner – CAO

dmilliner@southgate.ca

519-923-2110 x223

Jim Ellis – PW Mgr.

jellis@southgate.ca

519-923-2110 x224

- Attachment #1 – Triton Reserve Service Capacity Report, dated April 23, 2020 for the Dundalk Water & Wastewater Systems
- Attachment #2 – Crozier letter dated September 8, 2020
- Attachment #3 – Block 75 Senior Apartment Development Water and Wastewater Final Servicing Capacity Allocation Agreement



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 23, 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. 50 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 **795m³/d** over the past year. The 2020 uncommitted reserve capacity of the water system is **1,886** 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 faint, light-colored 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	795
3. Reserve Capacity (m ³ /d) (1) - (2)	2,022
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)	0.330
8. Additional Population that can be Served (3) ÷ (7)	6,133
9. Person Per New Development Residential Unit (Typical)	2.8
10. Additional New Development Residential Units that can be served. (8) ÷ (9)	2,190
11. Committed Development Equivalent Residential Units (Table 3)	304
12. Uncommitted Reserve Capacity New Development Equivalent Residential Units (10) - (11)	1,886
¹ Available Capacity is based on lesser of Firm Capacity or Permit to Take Water. Firm capacity is 2,819m ³ /day, PTTW is 2,817m ³ /d, Well Production is 4,780m 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 (942m ³ /d)	
³ Serviced households as reported in the 2019 Annual Water Report.	

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 2016, 2017 and 2018 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.			

September 8, 2020

Dave Milliner, CAO
Township of Southgate
185667 Grey Rd 9
Dundalk, ON N0C 1B0

Dear Mr. Milliner:

RE: Flato Developments Inc. – Request for Reduced Equivalent Residential Units (ERUs) for Townhouses

Following recent discussion with Township staff, MHBC Planning is pleased to provide the following information relating to the request for a reduced equivalent residential units (ERUs) of 0.8 to be assigned for townhouse units when the Township is calculating and allocating servicing capacity to townhouse units in Glenelg Phase 1, Flato East Phases 7, 8 and 10 as well as any other future townhouses within Southgate.

Servicing Allocation & Equivalent Residential Units (ERUs):

Servicing capacity in the Township of Southgate is allocated by equivalent residential units (ERUs). Generally, one ERU shall be equivalent to the average capacity required to service a detached single family dwelling. From an Engineering perspective while single detached dwelling units count for 1 ERU, not all dwelling types represent the same ERU. Generally the smaller the unit the less people on average will live in that unit and thus on average less servicing demand is generated by that unit. This is represented by a reduced ERU. The same theory is applied in Planning when completing population projections. A different amount of people per unit (PPU) are assigned to different dwelling types based on the expected average amount of people that will reside in that dwelling type. This is similarly largely driven by the size of the unit, the smaller the unit the lower the PPU and the larger the unit the greater the PPU.

It is understood this rationale is currently applied by the Township of Southgate when assigning servicing allocation to apartment units. Rather than apply 1 ERU per apartment unit, a reduced ERU of 0.70 per apartment unit is applied, regardless of whether it is a studio unit or a three bedroom unit. The rationale is that all the units in a typical apartment building averages out to 0.70.

It is requested the Township apply the same rationale and assign a reduced ERU of 0.8 to townhouses in order to reflect the reduced average servicing demand generated by these units.

Flato's Civil Engineering Consultant – C.F. Crozier & Associates has reviewed other jurisdictions that apply a reduced ERU to townhouses and have found the following examples:

- Collingwood's recent waste water reserve study applied an ERU of 0.83 per townhouse unit
- The City of Toronto applies an ERU of 0.77 per townhouse unit.
- The City of Barrie applies an ERU of 0.75 per townhouse unit.

From a Planning Perspective, when comparing the PPU's used by the Township in the Watson & Associates' 2017 Development Charges Background Study we find very similar results for a townhouse unit compared to a single detached dwelling with an expected ERU of 0.81.

PPU & Weighted ERU

Unit Type	PPU	PPU % compared to single detached	Weighted ERU
Single-detached & Semi-detached	2.58	100%	1.0
Multiples (incl. townhouses)	2.10	81.4%	0.81

Based on the weighted ERU expected from the Township's PPU's of 0.81 per townhouse unit and the example of other southern Ontario municipalities providing a 75% to 83% reduction factor for ERUs from single detached dwellings to townhouses, we request the Township of Southgate take an average approach and apply a reduced ERU of 0.8 per townhouse unit when calculating and assigning servicing allocation.

Both myself and/or Dan Piggott at C.F. Crozier and Associates would be happy to discuss this matter further with the Township.

Yours truly,

MHBC



Kory Chisholm, BES, M.Sc., MCIP, RPP
Associate

Cc Shakir Rehmatullah | Flato Developments Inc.
 Dan Piggott | C.F. Crozier & Associates

FINAL SERVICING CAPACITY ALLOCATION AGREEMENT

Made in Duplicate this 7th day of October, 2020

BETWEEN:

**FLATO West Block 75 Development
Senior Apartment Development
3621 Highway #7 East, Suite 503
Markham, ON L3R 0G6**
(hereinafter referred to as the "Developer")

AND

**THE CORPORATION OF THE
TOWNSHIP OF SOUTHGATE
185667 Southgate Road #22 – RR#1
Dundalk, ON N0C 1B0**
(hereinafter referred to as the "Township")

WHEREAS the Township of Southgate ("**Township**") has available or plans for increasing Water and Wastewater servicing capacity to supply existing and future development in the Village of Dundalk "Dundalk"; and

AND WHEREAS, a new development is proposed in Dundalk and as such the development has requested in writing to the Township water and wastewater servicing capacity allocated subject to availability.

NOW THEREFORE the Parties Here to agree:

1. That the Township of Southgate will allocate **56 (fifty-six)** of Water and Wastewater Residential Units of Reserve Servicing Capacity to service 80 apartment units in this development with a 0.7 Equivalent Residential Unit allocation per apartment.
2. That the Developer accepts this allocation of water and wastewater Residential Units of Reserve Servicing Capacity based on the conditions set out in this agreement.
3. That the Final Capacity Allocation Agreement shall be for period of 3 years following the municipal by-law approval date of this agreement.
4. That the Final Capacity Allocation Agreement may be extended for an additional 1 year term(s) based on evidence of site development progress.
5. That the Developer accepts that at its sole discretion the Township may not agree to extend a Final Capacity Allocation Agreement in in whole or in part, if in the opinion of Township and its Engineers that site development progress has not progressed sufficiently to reflect 50 (fifty) percent occupancy or use of the allocated servicing capacity.

6. That the Developer acknowledges that any payments to be made or works with respect to the projects allocation of Final Capacity by the Developer required by the Township must be completed to maintain this agreement in force and affect. The payments and /or works required are listed in the attached Schedule A documents that forms as part of the agreement document or provides reference to a Front Ending or Service Finance Agreement that has been previous approved by the Developer and Township Council by municipal by-law.
7. This Agreement shall be binding on the parties hereto and their heirs, executors, administrators or assigns.

IN WITNESS WHEREOF the Parties hereto have affixed their respective hands and seals.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCES OF:**

Flato Block 75 Development

Date:

Name: Shakir Rehmatullah
Title: President

Witness

I have authority to bind the Corporation.

**The Corporation of the Township
of Southgate**

Mayor: John Woodbury

(seal)

Clerk: Lindsey Green
We have authority to bind the Corporation.

Schedule A

**Listing of Payments and Works for the
Development Project Final Capacity Allocation**

- Flato Block 75 Development and Cost Sharing Agreement.
- Required Securities posted to support the listed agreements above.

The Corporation of the Township of Southgate

By-law Number 2020-111

being a by-law to authorize an agreement between Flato West Meadows Inc. and The Corporation of the Township of Southgate

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

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

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

Whereas it is deemed necessary and desirable that the Council of the Corporation of the Township of Southgate enact a by-law authorizing the Corporation to enter into an agreement with Flato West Meadows Inc.,

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

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

Read a first, second and third time and finally passed this 7th day of October, 2020.

John Woodbury – Mayor

Lindsey Green – Clerk

FINAL SERVICING CAPACITY ALLOCATION AGREEMENT

Made in Duplicate this 7th day of October, 2020

BETWEEN:

FLATO WEST MEADOWS INC.
Block 75 Edgewood Suites
3621 Highway #7 East, Suite 503
Markham, ON L3R 0G6
(hereinafter referred to as the "Developer")

AND

THE CORPORATION OF THE
TOWNSHIP OF SOUTHGATE
185667 Southgate Road #22 – RR#1
Dundalk, ON NOC 1B0
(hereinafter referred to as the "Township")

WHEREAS the Township of Southgate ("**Township**") has available or plans for increasing Water and Wastewater servicing capacity to supply existing and future development in the Village of Dundalk "Dundalk"; and

AND WHEREAS, a new development is proposed in Dundalk and as such the development has requested in writing to the Township water and wastewater servicing capacity allocated subject to availability.

NOW THEREFORE the Parties Here to agree:

1. That the Township of Southgate will allocate **56 (fifty-six)** of Water and Wastewater Residential Units of Reserve Servicing Capacity to service 80 apartment units in this development with a 0.7 Equivalent Residential Unit allocation per apartment.
2. That the Developer accepts this allocation of water and wastewater Residential Units of Reserve Servicing Capacity based on the conditions set out in this agreement.
3. That the Final Capacity Allocation Agreement shall be for period of 3 years following the municipal by-law approval date of this agreement.
4. That the Final Capacity Allocation Agreement may be extended for an additional 1 year term(s) based on evidence of site development progress.
5. That the Developer accepts that at its sole discretion the Township may not agree to extend a Final Capacity Allocation Agreement in in whole or in part, if in the opinion of Township and its Engineers that site development progress has not progressed sufficiently to reflect 50 (fifty) percent occupancy or use of the allocated servicing capacity.

6. That the Developer acknowledges that any payments to be made or works with respect to the projects allocation of Final Capacity by the Developer required by the Township must be completed to maintain this agreement in force and affect. The payments and /or works required are listed in the attached Schedule A documents that forms as part of the agreement document or provides reference to a Front Ending or Service Finance Agreement that has been previous approved by the Developer and Township Council by municipal by-law.
7. This Agreement shall be binding on the parties hereto and their heirs, executors, administrators or assigns.

IN WITNESS WHEREOF the Parties hereto have affixed their respective hands and seals.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCES OF:**

Flato West Meadows Inc.

Date:

Name: Shakir Rehmatullah
Title: President

Witness

I have authority to bind the Corporation.

**The Corporation of the Township
of Southgate**

Mayor: John Woodbury

(seal)

Clerk: Lindsey Green
We have authority to bind the Corporation.

Schedule A

Listing of Payments and Works for the Development Project Final Capacity Allocation

- Flato Block 75 Servicing Financing Agreement
- Required Securities posted to support the listed agreements above.

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 CAO 2020-059

Title of Report: Flato Glenelg Carriage House Development Project Site
Alteration Agreement

Department: Administration

Council Date: October 7, 2020

Council Recommendation:

Be it resolved that Council receive staff report CAO2020-059 as information; and

That Council approve the Flato Glenelg Carriage House Development Project Site Alteration Agreement dated October 7, 2020; and

That Council consider approving the Flato Glenelg Carriage House Development Project Site Alteration Agreement dated October 7, 2020 by Municipal By-law 2020-112.

Background:

The Flato Glenelg Carriage House Development Project require a Site Alteration Agreement for their project. This agreement has been created as a template document we used for other Flato Site Alteration projects, that was reviewed by our lawyer, our engineers and approved by Southgate Council at the March 16th, 2016 meeting for the Flato West project.

This Site Alternation Agreement has been created to deal with the movement and placement of soils on the development properties. They have indicated that they will be moving soils and placing a granular layer as part of the project work.

Staff Comments:

The Flato Glenelg Carriage House Site Alteration Agreement is included in Council agenda as part of the By-law 2020-112 for approval. Other supporting technical materials included in this staff report is the Site Plan (Attachment #1) and a document titled "Fill Control Report" has been reviewed by Triton Engineering. A copy of the Fill Control Report is included in this report as Attachment #2.

Triton's staff reviewed the Fill Control Plan, which includes the Geo-Environmental Guidelines for Earth Fill Importation and the Placement Plan and the Procedures and Requirements for Construction of Engineered Fill. The securities calculations and these project materials have been reviewed by Triton to assess the scope of work to confirm the required securities for the project, which amounts to \$387,915.00, and this number is reflected in the Site Alteration Agreement, Section 2.2 titled, "Security Requirements".

Staff recommends approval of the Flato East and Flato North Site Alteration Agreement based on the positive Engineering review of their plans and to allow the developer the benefit of the summer and fall weather to complete this work.

Financial Impact or Long Term Implications

There is no financial impact to the municipality as a result of this report as all costs to create this agreement, project securities and mitigation will be paid for or posted by the owner of the property as a condition of the agreement for the project to proceed.

Communications & Community Action Plan Impact:

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

Goal 3 - Promoting Health Services and Housing Choices

Action 3: The residents and businesses of Southgate envision a caring community which meets the needs of all ages and incomes for a healthy and comfortable life, even as our population grows and changes.

Strategic Initiatives 3-A (2019-2023): By means of appropriate policies, incentives and development partners, the Township will facilitate a significant increase in the supply and variety of both rental and purchase housing/accommodation within Southgate.

Concluding Comments

1. That Council receive this staff report as information.
2. That Council approve the Flato Glenelg Carriage House Site Alteration Agreement at the October 7, 2020 Council meeting.
3. That Council consider approval the Flato Glenelg Carriage House Site Alteration Agreement by Municipal By-law 2020-112 at the October 7, 2020 Council meeting.

Respectfully Submitted,

CAO approval: Original Signed By

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

Public Works Mgr.: Original Signed By

Jim Ellis – PW Mgr.
jellis@southgate.ca
519-923-2110 x250

- Attachment #1 – Flato Glenelg Carriage House Site Plan dated September 3, 2020
- Attachment #2 – Flato Glenelg Carriage House Site Alteration File Control Report dated March 2020

SCHEDULE B-2 - FILL CONTROL REPORT

FILL CONTROL REPORT

**GLENELG RESIDENTIAL DEVELOPMENT
2358737 ONTARIO INC.**

TOWNSHIP OF SOUTHGATE

PREPARED BY:

**C.F. CROZIER & ASSOCIATES INC.
40 HURON STREET, SUITE 301
COLLINGWOOD, ONTARIO
L9Y 4R3**

MARCH 2020

CFCA FILE NO. 1060-4171

The material in this report reflects best judgment in light of the information available at the time of preparation. Any use which a third party makes of this report, or any reliance on or decisions made based on it, are the responsibilities of such third parties. C.F. Crozier & Associates Inc. accepts no responsibility for damages, if any, suffered by any third party as a result of decisions made or actions based on this report.



CROZIER
CONSULTING ENGINEERS

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LIST OF APPENDICES

Appendix A:	Geoenvironmental Guidelines for Earth Fill Importation (SEL)
Appendix B:	Procedures and Requirements for Construction of Engineered Fill (SEL)
Appendix C:	Extended Detention Orifice Calculations
Appendix D:	Security Calculations

LIST OF DRAWINGS & FIGURES

Figure 1:	Site Location Plan
Figure 2:	Draft Plan of Subdivision
Drawing 104:	Site Alteration Plan

1.0 INTRODUCTION

C.F. Crozier & Associates has been retained by 2358737 Ontario Inc. (Developer) to complete a fill control report in support of the Glenelg Residential Development, located in the Village of Dundalk, Township of Southgate, County of Grey (Subject Development). The Developer wishes to commence the pre-grading earthworks operations in Summer of 2020 and thus are seeking approval to do so from the Township of Southgate (Township). The following report has been prepared to provide detail of the proposed earthworks program, and to facilitate the aforementioned approval.

The Developer seeks to enter into a Site Alteration Agreement with the Township for the Subject Development and will be submitting the appropriate fill applications with the Township and GRCA. The proponent's consulting team includes MHBC as the Planning Consultant, Soil Engineers Limited (SEL) as the Geotechnical Consultants and SLR Consulting Ltd. as the Environmental/Hydrogeological Consultant.

2.0 BACKGROUND AND SITE DESCRIPTION

The Glenelg Residential Development is approximately 14.6 ha of an overall 33 ha property located at the west end of the Community of Dundalk. The Subject Development is bounded by Glenelg Street to the south, a Natural Heritage Area to the west, the CP Rail Trail to the east and the remainder of the Developer's land to the north (not subject to the current application). The developable area of the property is currently utilized as agricultural land. Refer to Figure 1 for the Site Location Plan.

The Subject Development will consist of 130 single-detached units, 33 townhouse units, open space/park blocks, walkways/trails, a stormwater management block, and approximately 1.3km of Urban Right-of-Way. In addition, Block 137 and 138 have been provided to accommodate roadway access to potential future development located to the north. The Draft Plan has been presented in Figure 2 (MHBC, July 2019). It should be noted that concurrent with this submission, a Draft Plan redline which introduces seven additional single-detached units along the east side of Street A is being submitted for approval by the Township. This redline increases the total unit count for the Subject Development to 170 units and reduces the Stormwater Management Facility Block from 1.37 ha to 1.1 ha.

In 2019, Planning Applications were submitted and approved in support of a Zoning By-law Amendment, Official Plan Amendment, and Draft Plan Application for the Subject Development.

Soil investigations for the Subject Development were completed by Sirati & Partners Consultants Limited in January of 2017 (*Preliminary Report on Geotechnical Investigation – Proposed Residential Development – 231 Glenelg Street*, January 2017). Within this investigation a total of eight (8) boreholes were advanced across the site. These boreholes revealed that the site is underlain by water bearing cohesionless soils between 0.8 m and 3.14 m below existing grade, overlying sandy silt fill. The cohesionless soil strata is composed of silt, sandy silt, silty sand, sand and gravel.

In addition, SLR Consulting Ltd. completed a Hydrogeological Investigation in July of 2019 to determine hydrogeologic constraints and provide site water balance requirements for any future development (*Hydrogeologic Study – 193 Glenelg Street*, July 2019). Groundwater monitoring wells were installed at selected locations for the Hydrogeological Study. The groundwater monitoring program conducted between August 2018 and July 2019 determined that groundwater levels were highest in the Spring and observed between 0.40 m and 1.0 m below existing grade. It is noted that the groundwater monitoring program is still ongoing to ensure seasonal water table depths are accurately characterized. It is expected that the seasonally high groundwater level will be observed in the Spring.

3.0 FILL REQUIREMENT

Given the existing topography of the property in relation to the proposed residential development grading, the site will require fill to raise the existing grades to an elevation suitable for servicing.

Based on the proposed site grading, the following Earthworks operations are required. Please note the following volumes are subject to change throughout the detailed design process.

- Topsoil to be Stripped and Stockpiled (0.4 m depth) = 41,200 m³
- Cut-to-Fill material (within SWM Facility) = 6700 m³
- Cut-to-Fill material from SWM Facility (place within Residential Area) = 2730 m³
- Cut-to-Fill material (within Residential Area) = 1260 m³
- Mineral Soil Import = 83,900 m³
- Drainage Layer Import = 27,800 m³

4.0 CRITERIA

The placing of fill will not be permitted on the Subject Lands unless authorized by the Township. Furthermore, given that the Subject Lands partially lie within the Grand River Conservation Authority (GRCA) Regulated Area, a fill permit from the Conservation Authority will also be required for alteration to any areas within these limits.

The Township requires confirmation that the quality of the off-site material meets Ministry of Environment, Conservation and Parks (MECP) "Table 2" criteria for residential development lands. To this end, SEL has been retained by the proponent as the Geotechnical Engineer. SEL will confirm that off-site sourced material is clean and suitable for use on the site as fill material. SEL will provide all necessary geotechnical engineering advice during the placement of the material, from the perspective of compaction and testing. Refer to Appendix A for the 'General Requirements for Engineered Fill' prepared by SEL.

GRCA criteria associated with issuance of a Fill Permit pertain to erosion and sediment control, as well as environmental protection, specifically in relation to the nearby Natural Heritage Features.

The following sections of this report speak to areas of interest of the Township and GRCA.

5.0 WORK PLAN

5.1 Access Entrance

The proposed filling operation requires fill to be placed in lifts and compacted appropriately, per the recommendations of SEL. Therefore, a construction access route is required. Direct access to the development areas of the site will be provided via Glenelg Street at the existing driveway location. Refer to Drawing 104 for the Site Alteration Plan.

At the site entrance, a mud mat will be constructed to minimize the tracking of material onto Glenelg Street (refer to detail provided on Drawing 104). The entrance will be monitored during fill operations by SEL and Crozier, and any necessary repairs to maintain the entranceway will be completed by the Contractor at the direction of the Field Engineer.

5.2 Spill Contingency

During fill placement activities, no on-site storage of fuels and no filling or servicing of machinery and equipment will be allowed within 30 metres of existing ditches and environmentally sensitive lands. Machinery that is present outside of these lands will also require spill contingency procedures and this will be the responsibility of the Contractor as indicated in their contract.

5.3 Proposed Pre-Grading Design

The quantities of fill material required to develop the Glenelg Residential Development have been determined based on the Site Grading Plans (to be provided by the Engineer during Earthworks). These grades will ensure that positive drainage is provided on the fill material and any runoff is directed towards the identified sediment and erosion control features.

The details provided on Drawing 104 and the Site Grading Plans provide sufficient information to allow the Contractor to complete the placement of fill within the Subject Lands and to meet the stringent guidelines set out by the GRCA within the permit.

5.4 Erosion and Sediment Control

The focus of the erosion and sediment control design is to ensure that drainage leaving the site is appropriately cleaned of sediment prior to leaving. The erosion and sediment control measures designed are also intended to minimize sediment-laden runoff from entering adjacent properties around the site perimeter that are not owned by the Developer.

All sediment and erosion controls will be installed prior to the commencement of any Earthworks operations and maintained throughout all site activities until the site is stabilized or as directed by the Engineer, GRCA and/or Township. Controls are to be reviewed regularly, after each significant rainfall, and maintained in proper working condition. Refer to the Drawing 104 for the locations of the proposed erosion and sediment control measures.

5.4.1 Temporary Sediment Basin

During the pre-grading activities, the runoff generated from the disturbed areas will drain to a temporary sediment basin located within the SWM Facility Block. The proposed SWM Facility will be rough graded to act as a temporary sediment basin. The SWM Facility is located within Block 146 at the south end of the development. Swales are proposed to be constructed within the site as Earthworks operations proceed to direct runoff to the pre-graded SWM Facility. In addition, interceptor ditches have been specified around portions of the site perimeter to intercept and convey flow to the sediment basin. Please note interceptor ditches will not interfere with existing drainage conditions. Interceptor ditches will be finished complete with topsoil and hydroseed to reduce potential erosion and reduce flow velocities.

Per the 'Erosion & Sediment Control Guidelines for Urban Construction (Greater Golden Horseshoe Area Conservation Authorities, 2006)', the sediment basin will be sized to provide an active storage volume and permanent pool volume that meets a minimum of 125 m³ and 185 m³ per hectare of contributing drainage area, respectively. The following table details the required and provided permanent pool and active storage volumes.

Table 1: Summary of Sediment Basin Storage Volumes

	Temporary Sediment Basin	
	Required Volume (m ³) ¹	Provided Volume (m ³)
Permanent Pool	1667	7224
Active Storage	1126	5780

1. This is based on a contributing drainage area of 9.01 ha.

The sediment basin has been designed with a ditch inlet catchbasin outlet structure, which consists of a bird cage temporary grate, ditch inlet catchbasin and a 175 mm diameter orifice. Controlled flows will discharge via a 300 mm diameter outlet pipe to the existing 800 mm diameter HDPE culvert. Flows from this point will be conveyed south to the Southern Natural Heritage Feature. The sediment basin outlet structure detail has been provided on Drawing 104 and extended detention orifice calculations have been provided in Appendix C.

5.4.2 Silt Fencing

Silt fencing will be installed along the perimeter of the development to define the limits of the disturbed area including site clearing, topsoil stripping, fill operations, temporary drainage channels, as well as in areas to intercept any flows leaving the site. Silt fencing will play a crucial role in preventing sediment from migrating off site. Locations for the fences are shown on Drawing 104, but additional fencing may be added as necessary based on decisions by Crozier and the Developer prior to and during placement of fill.

5.4.3 Dust Suppression

During earthwork activities, the Developer and Contractor will be responsible for ensuring that measures for dust suppression are provided as required, such as the application of water or lime.

5.4.4 Topsoil Stockpiles

Since the Earthwork's operations are intended to raise the existing site grades to a suitable elevation required for servicing, it will be necessary to strip topsoil from beneath the fill. Topsoil is to be stockpiled at the north end of the development. Refer to Drawing 104 for this location. It should be noted that topsoil that is not required will be hauled off-site.

5.5 **Schedule of Works**

A schedule for the fill operations required for the Subject Development can be found below. The Proponent intends to acquire external fill over a period of three to four months. Placement of fill is anticipated to commence in Summer of 2020, subsequent to the execution of the Site Alteration Agreement with the Township, weather permitting.

The first work to be completed will be the preparation of the site, including but not limited to installation of sediment erosion controls, construction of the interceptor swales and drainage channels.

Following these initial preparations of the site, the Contractor will strip a 0.4 m topsoil layer across the entire site. It is anticipated that approximately 41,200 m³ of topsoil will be generated; 15,550 m³ will be stockpiled for future use within the development limits, and 25,650 m³ will be hauled offsite.

Approximately 8,000 m³ of cut-to-fill material from the Subject Development, and approximately 111,700 m³ of imported fill (approximately 83,900 m³ of mineral import 27,800 m³ of drainage layer

import) are required to complete the pre-grading activities for the Subject Development. Fill will be placed in 200 mm lifts and compacted based on recommendations from Soil Engineers Ltd. (assume 95% or 98% SPMD). The following is a short description of the possible work plan and schedule to transport and place import material on-site.

Assumptions:

Work Day:	10 hours
Work Week:	5 days
Equipment:	10 haul trucks with capacity of 18-20 m ³ Bull-dozer (crawler-mounted) Front End Loader Compactor

Travel Cycle for Haul Trucks: 1 hour (subject to change based on location of the Fill Source)

Notes:

1. The size and type of equipment may vary depending on the Contractor's preference and the encountered soil and site conditions.
2. Construction activities are anticipated during typical working hours from Monday to Friday.

Using these assumptions, a total of 100 loads of fill will be transported to the site each day resulting in a daily total of 1900 m³ of placed fill. Therefore, it should take approximately 60 working days to haul the fill material on-site.

5.6 Monitoring of Works

The site will be monitored to ensure that the placing of fill does not impact adjacent properties or existing watercourses and to ensure that temporary drainage is provided as required to prevent standing water on-site.

Crozier will make periodic site visits to monitor operations and ensure all recommendations proposed within this report are being adhered to, such as placing of fill within identified approved areas, erosion and sedimentation controls and dust suppression.

SEL will be responsible for the oversight and certification of the material placed on the site and appropriate environmental testing. Copies of all testing results will be made available to the Township. The material source will be continuously monitored.

As noted earlier, SEL has prepared site-specific guidelines for the importation and placement of fill within the Fill Area, and a copy of these guidelines are included in Appendix A. This document will outline the frequency and type of testing for the fill material as per the MECP Guidelines and Ontario Regulation 153. A document outlining the Procedures and Requirements for Construction of Engineered Fill has also been provided by SEL and is included in Appendix B.

In the event that the source of material changes during the project, ample notification along with supporting documentation will be provided by SEL and Crozier.

5.7 Rehabilitation of the Site

This filling application is considered an interim activity; a Pre-Servicing Agreement or Subdivision Agreement to enable site servicing is expected over the next 6-12 months.

Erosion/sediment controls are specified around the perimeter of the area of disturbance and adjacent to any existing conveyance routes, which will prevent the migration of sediment from the area of disturbance. The Proponent will be required to maintain these measures until the site is stabilized. The Proponent is required to post a security deposit, as this will provide the financial assurance necessary to address any potential long-term impacts from the Earthworks operations. The security calculations have been provided in Appendix D.

6.0 CONCLUSIONS & RECOMMENDATIONS

The Earthworks activities on the property will not have an impact on the adjacent properties or existing Environmental Protection Lands (Natural Heritage Features). The works will be monitored to ensure that the recommendations made within this report are followed.

We trust that this report is satisfactory. Should there be any questions, please do not hesitate to contact the undersigned.

Respectfully Submitted,

C.F. CROZIER & ASSOCIATES INC.



Darrin Tone, P.Eng.
Project Engineer

C.F. CROZIER & ASSOCIATES INC.



Brittany Robertson, P.Eng.
Associate

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APPENDIX A

Geoenvironmental Guidelines for Earth Fill Importation and Placement (SEL)



Soil Engineers Ltd.

CONSULTING ENGINEERS

GEOTECHNICAL • ENVIRONMENTAL • HYDROGEOLOGICAL • BUILDING SCIENCE

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BARRIE
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MISSISSAUGA
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OSHAWA
TEL: (905) 440-2040
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NEWMARKET
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GRAVENHURST
TEL: (705) 684-4242
FAX: (705) 684-8522

HAMILTON
TEL: (905) 777-7956
FAX: (905) 542-2769

March 26, 2020

Reference No. 2003-M074

Geoenvironmental Guidelines for Earth Fill Importation and Placement Proposed Glenelg Development Township of Southgate (Dundalk)

Further to recent meetings, emails and conversations with representatives from C.F. Crozier & Associates Inc., the following summarizes specifics with respect to importing and placing earth fill for the above project (receiving site).

1. Clean earth fill is required to be imported to the property from an external source (source site). It is understood that a Record of Site Condition has not been (and is not expected to be) filed for the property. Therefore, environmentally acceptable site condition standard for the incoming fill is the MOECP Table 2 Residential/Parkland/Institutional Site Condition Standards. The intent is to import, place and compact the fill in the summer of 2020 (as site conditions permit).
2. The project contractor/owner/manager must submit in advance, environmental reports for the source site(s) for review and approval by Soil Engineers Ltd. (SEL) prior to importation of fill to the receiving site. Upon completion of the review, documentation and supporting information will be provided to C.F. Crozier & Associates for distribution to the municipality (minimum 1 week prior to the material being imported to the site). If necessary, SEL will conduct an independent testing of the source site to verify acceptance of fill from the source site(s).
3. It is estimated that the approximately 112 000 cubic metres of material to be imported to the receiving site. Further environmental quality testing of the incoming fill will be conducted at the receiving site at a frequency of one (1) sample for every 3000 m³ of soil. The samples collected at the receiving site will have random field screening (visual and olfactory examination, and soil vapour measurement using a combustible gas detector). The municipality may require supplemental confirmatory testing at their discretion.
4. A haul access road will be stripped and constructed prior to hauling fill on to the site. The designated fill areas will also be stripped of topsoil. Conditions for site preparation will be provided by C.F. Crozier & Associates with specific reference to the "Fill Control Report".
5. Subgrade preparation of the site is to be carried out by the contractor in accordance with the contract specifications, and entail removal or stripping of any vegetative cover, organic materials and/or topsoil, proof-rolling and compacting the subgrade to 98% of its Maximum Standard Proctor Dry Density (M.S.P.D.D.).
6. The earth fill is to be placed in uniform lifts not exceeding 200mm in thickness (or a suitable thickness as determined in the field by test strips), and placed and compacted to minimum 95% or 98% of its M.S.P.D.D. (as required). The fill will be placed up to a pregrade elevation as determined by C.F. Crozier & Associates in the contract drawings. In the order of +/- 1.5 m of engineered fill is proposed to a pregrade elevation. Any engineered fill (if required) is to be placed in accordance with Soil Engineers Ltd.'s Procedures and Requirements for Construction of Engineered Fill (enclosed).



7. The earth fill proposed for import should be composed of clean mineral soils, generally of a sandy to silty nature as approved by Soil Engineers Ltd., to facilitate uniform compaction to 95% or 98% of the M.S.P.D.D. (as required). The material proposed for the 500 mm thick 'capillary break' layer should contain no more than 15% fines (passing the #200 sieve) and have a permeability (k) value of 10^{-3} or greater (in order to lessen the potential for capillary action).
8. Fill placement locations and grades will be set and monitored by the contractor and periodically checked by C.F. Crozier & Associates in accordance with the contract drawings.
9. Site access locations and maintenance are specified on the contract drawing and/or specifications.
10. Soil Engineers Ltd. will be retained by the owner to provide onsite part-time and/or full-time technical staff (as required) to provide compaction control (i.e. in-situ density testing) and associated laboratory testing to ensure the materials are placed and compacted in accordance with the above and generally with respect to the contract. Upon receipt of a survey plotting the finished engineered fill elevations, Soil Engineers Ltd. will then be able to provide certification of the fill from the environmental as well as geotechnical perspective (if required).
11. Soil Engineers Ltd. will provide summary reports upon completion of the earth fill works. As noted above, survey control stakes will need to be provided and maintained throughout earth fill placement by the contractor to facilitate Soil Engineers Ltd. being able to identify the test locations and elevations.
12. If the contractor selects more than one source for fill, then each source will have to be verified by Soil Engineers Ltd. prior to importation to the site, and it may be necessary to provide additional chemical testing to confirm and ensure that the fill brought to the site at least meets Table 2 Residential/Parkland/Institutional Standards under Ontario Regulation 153-04/551. The Town should be advised of proposed changes in fill sources with confirmation regarding suitability provided by Soil Engineers Ltd. (minimum of 1 week prior to importation).
13. The general contractor must provide manifests to confirm fill transportation records from source to the site.

Should any queries arise regarding these guidelines, please do not hesitate to contact Soil Engineers Ltd. and/or C.F. Crozier & Associates Inc. as appropriate.

Contact: Soil Engineers Ltd.
Name: Mr. Darcy Heitzner, C.Tech.
Phone Number: (705) 721-7863 E-mail: darcyheitzner@soilengineersltd.com

Contact: C.F. Crozier & Associates Inc.
Name: Ms. Brittany Robertson, P.Eng.
Phone Number: (705) 446-3510 E-mail: brobertson@cfcrozier.ca

APPENDIX B

Procedures and Requirements for Construction of Engineering Fill



Soil Engineers Ltd.

CONSULTING ENGINEERS

GEOTECHNICAL • ENVIRONMENTAL • HYDROGEOLOGICAL • BUILDING SCIENCE

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GRAVENHURST
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FAX: (705) 684-8522

HAMILTON
TEL: (905) 777-7956
FAX: (905) 542-2769

ENGINEERED FILL CERTIFICATION PROCEDURES AND REQUIREMENTS FOR THE CONSTRUCTION OF ENGINEERED FILL

The following requirements must be followed to obtain a certifiable engineered fill designed for a Maximum Allowable Soil Bearing Pressure of 150 kPa:

1. Before commencement of the work and prior to any changes made after commencement, Soil Engineers Ltd. will require the following:
 - i) A survey plan must be provided showing the exact dimensions of the engineered fill envelope, with reference to the front and rear property lines. The engineered fill should extend over the whole lot area, but must extend at least 3.0 m beyond the envelope of every possible model variation.
 - ii) The proposed finished engineered fill grade must extend either up to the proposed lot grade or a minimum of 0.5 m above the highest level of the proposed grade for the foundations and must be recorded on the survey plan.
 - iii) A finished grading plan(s) including the original surface contours.
 - iv) A site plan showing all existing underground structures.
2. Placement of engineered fill MUST NOT be permitted until the following requirements are met:
 - i) Survey stakes with exact elevations must be positioned to identify the engineered fill envelope and the proposed finished fill grade. The survey must be carried out by the general contractor for the project or a legal surveyor. The position of the survey stakes must be related to existing permanent surface structures. All survey stakes must be maintained throughout the construction period by the general contractor.
 - ii) All the topsoil and organics must be removed, and the subgrade must be inspected and proof-rolled. Badly weathered soils should be subexcavated and recompacted. A backhoe must be readily available in order to determine the thickness of the topsoil and organics to be removed and the appropriate depth of subexcavation.
 - iii) The thickness of any existing fill must be determined by test pits or boreholes performed under the supervision of our engineer, and the fill must be removed and assessed for possible usage.
 - iv) Written approval has been issued by Soil Engineers Ltd. covering the inspected area.



3. The engineered fill must not be placed during the period from late November to early April, when freezing ambient temperatures occur either persistently or intermittently. We will require authority to stop operations if conditions are to be unfavourable. The fill must consist of inorganic soils which are free of cobbles and boulders greater than 20cm diameter, and compacted in lifts of no more than 200mm to 98% or + of their maximum Standard Proctor dry density. The fill operation must be inspected on a full-time basis by our field technician under the direction of our geotechnical engineer, and must proceed continuously until its completion.
4. Imported fill must be inspected by our engineer at the source to determine if it is geotechnically suitable for engineered fill compaction. The hauler must provide a document to certify that the material is free of hazardous contaminants.
5.
 - i) Where fill is to be placed in a trench, the bottom of the trench must be widened to accommodate an appropriate compactor, and the sides must be sloped to at least 1 vertical:3 horizontal for proper compaction. In order to achieve the required compaction, any ground slope within the fill envelope must be cut to 1 vertical:3 horizontal to permit safe operation of the construction equipment.
 - ii) Engineered fill for the road embankment and adjacent lots must be performed simultaneously.
 - iii) Access ramps for construction equipment must not be permitted within engineered fill envelope.
 - iv) Where the ground is wet due to subsurface water seepage, an appropriate subdrain scheme must be implemented prior to the fill placement, particularly if it is to be carried out on sloping ground or a bank.
6. Immediately after completion of the engineered fill operation, and prior to lot grading, the following items must be checked and recorded on the plans by the general consultant or legal surveyor:
 - i) The boundaries of the engineered fill with exact reference to the front and rear property lines.
 - ii) The exact elevation of the engineered fill grade as determined by the surveyor.

The engineered fill will be certified only within the boundaries recorded on the plan(s).

7. If for any reason the ongoing engineered fill operation is suspended, the as-built engineered fill grade must be immediately determined by the surveyor for record purposes.

Should the fill operation resume in the future, the engineered fill area must be surveyed again in order to confirm that no unsupervised filling or dumping has taken place, and the as-built subgrade must be reassessed prior to any further placement of engineered fill.



PROCEDURES AND REQUIREMENTS FOR CONSTRUCTION OF ENGINEERED FILL

Page 3 of 3

The certification of the engineered fill is subject to the following qualifications:

- A. Proper surface drainage must be maintained within the engineered fill area(s). Soil Engineers Ltd. must be informed of any construction activities within the engineered fill envelope which may cause disturbance and loosening of the engineered fill mantle. If construction on the engineered fill does not commence within a period of 2 years from the date of certification, the condition of the engineered fill must be assessed for re-certification.
- B. If the engineered fill is to be left over the winter months, adequate earth cover, or equivalent, must be provided to protect it against frost action. Otherwise, the finished engineered fill will require inspection to assess the extent of the frost loosening, and to determine the measures for rectification before foundation construction
- C. Footings adjacent to easements for services within the engineered fill envelope must be placed on the undisturbed engineer fill or natural soil at or below the invert level of the pipe, or at a safe level as determined by our field inspection.
- D. The footing subgrade must be inspected by our engineer to ensure the following:
 - 1) The footings and founded on the engineered fill and are a minimum of 3m from the limits of the controlled engineered fill envelope and a minimum of 0.5m below the finished engineered fill grade.
 - 2) The subgrade has not been compromised by construction disturbance and/or environmental degradation.
- E. Despite stringent control in the placement of engineered fill, variations in soil type and density may occur in the engineered fill. Therefore, the strip footings and the upper section of the foundation walls constructed on the engineered fill may require continuous reinforcement with steel bars, depending on the uniformity of the foundations. Should the footings and/or walls require reinforcement, the required number and size of reinforcing bars must be assessed by consideration of uniformity as well as thickness of the placed fill beneath the foundations. In sewer construction, the engineered fill is considered to have the same structural proficiency as a natural inorganic soil.
- F. If the engineered fill exceeds 5m deep in depth, construction of the foundations must not begin until one year after completion of the engineered fill placement.

If any one of the above qualifications is not met, Soil Engineers Ltd. cannot warrant the condition of the engineered fill and explicitly accepts no liability for any damage resulting from placement of foundations or structures on the engineered fill.

APPENDIX C

Extended Detention Orifice Calculations



Project: 1060-4171
 Project No.: Glenelg
 File: Sediment Basin
 Design by: HB
 Date: 2020.03.16

EXTENDED DETENTION SPECIFICATIONS - SEDIMENT BASIN
 (Per MOECC)

Extended Detention Volume			5780
t (drawdown time - seconds, <i>hours in italics</i>)	48.0		172800
Ao (cross section area of orifice - sqm)			0.0241
h (maximum water elevation above orifice for extended detention- m) **			0.59
C (discharge coefficient)			0.64
Ap (average surface area for extended detention - sqm)			8218
$t = 2 \cdot A_p \cdot (h^{0.5}) / (C \cdot A_o \cdot (g \cdot 2)^{0.5})$			
Ao =	0.025770941 sqm	d =	181 mm
Extended Detention Orifice Diameter (as designed)	d =	175	mm

APPENDIX D

Security Calculations



GLENELG RESIDENTIAL DEVELOPMENT
SITE ALTERATION SECURITIES

40 Huron Street, Suite 301, Collingwood ON L9Y 4R3
T (705) 446-3510 F (705) 446-3520

CFCA File No.: 1060-4171

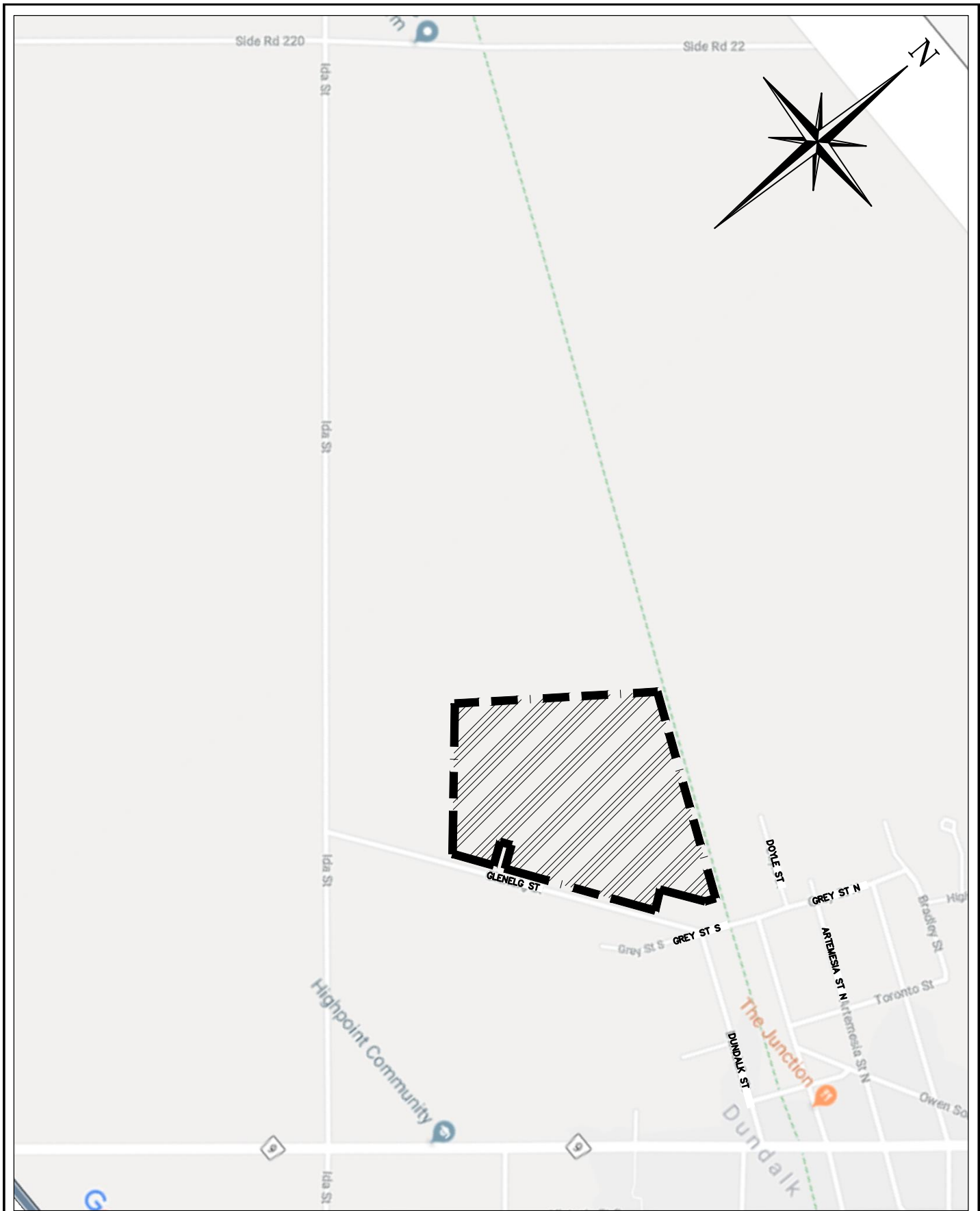
Date: 2020.03.18

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1.0	Supply & Install Sediment & Erosion Controls				
a)	Heavy Duty Silt Fence (OPSD 219.130)	1700	m	\$20.00	\$34,000.00
b)	Mud Mat	1	Each	\$5,500.00	\$5,500.00
c)	300mm dia., 450mm deep Rip Rap c/w Terrafix Geotextile 270R	200	m ²	\$130.00	\$26,000.00
2.0	Supply & Install Materials for Temporary Sediment Basin				
a)	300mm diameter Temporary CSP	14	m	\$300.00	\$4,170.00
b)	600mm diameter Temporary CSP	12	m	\$450.00	\$5,490.00
c)	Ditch Inlet Catchbasin (OPSD 705.030) c/w 175 mm dia. Orifice Plate	1	Each	\$5,000.00	\$5,000.00
				Sub-total	\$80,160.00
3.0	5% Engineering Contingency			Sub-total	\$4,008.00
4.0	5% Maintenance Contingency			Sub-total	\$4,008.00
				Total	\$88,176.00

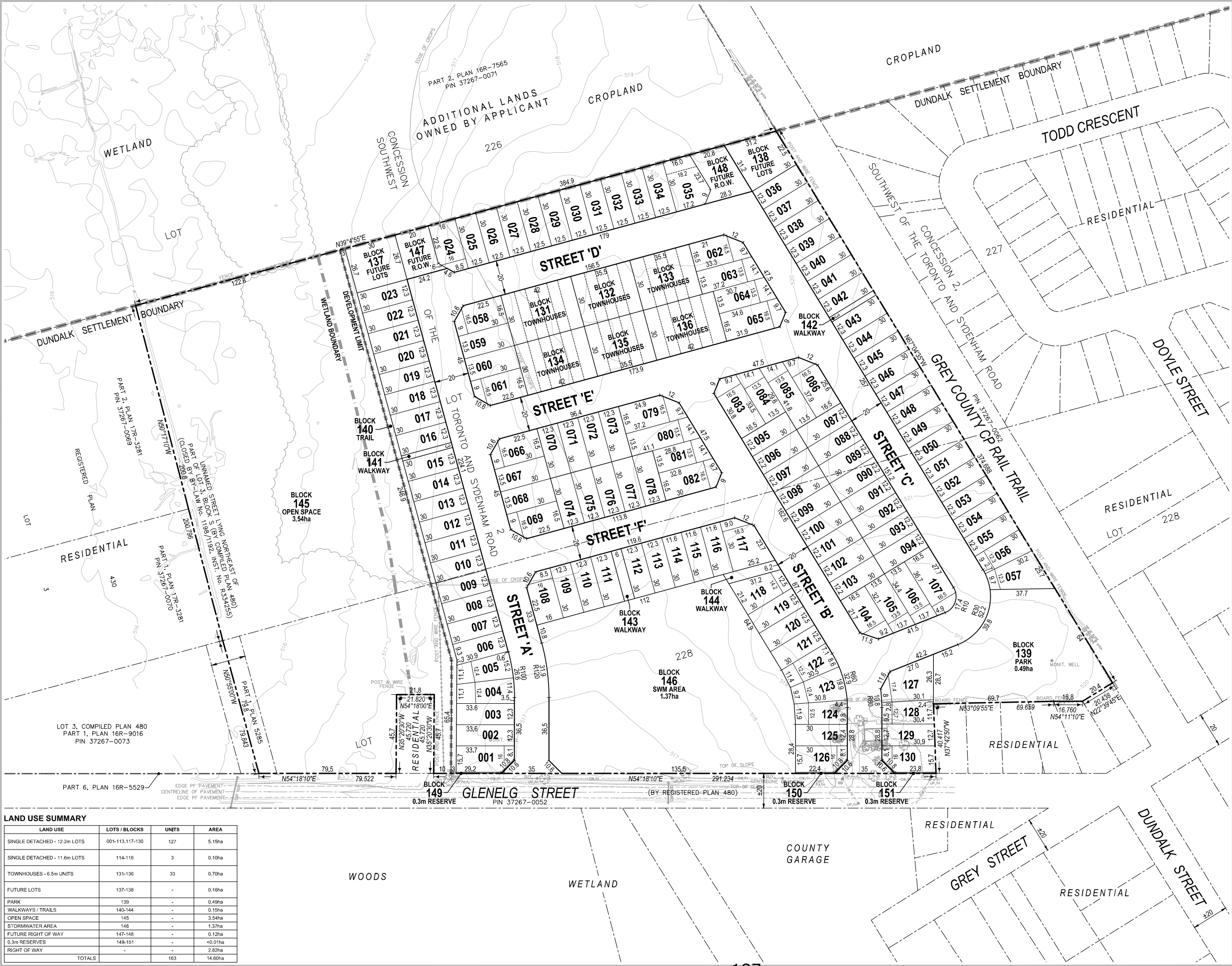
Refer to Drawing 104 - Site Alteration Plan (CFCA, March 2020)

LIST OF FIGURES

Figure 1:	Site Location Plan
Figure 2:	Draft Plan of Subdivision
Drawing 104:	Site Alteration Plan



Legend	Project	<div><div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><di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LAND USE SUMMARY			
LAND USE	LOTS / BLOCKS	UNITS	AREA
SINGLE DETACHED - 12.2m LOTS	001-113,117-130	127	5.15ha
SINGLE DETACHED - 11.6m LOTS	114-116	3	0.10ha
TOWNHOUSES - 6.5m UNITS	131-136	33	0.70ha
FUTURE LOTS	137-138	-	0.16ha
PARK	139	-	0.49ha
WALKWAYS / TRAILS	140-144	-	0.15ha
OPEN SPACE	145	-	3.54ha
STORMWATER AREA	146	-	1.37ha
FUTURE RIGHT OF WAY	147-148	-	0.12ha
0.3m RESERVES	149-151	-	<0.01ha
RIGHT OF WAY			2.82ha
TOTALS		163	14.60ha

LEGAL DESCRIPTION

PART OF LOTS 227 AND 228
CONCESSION 2, SOUTHWEST OF THE TORONTO AND SYDENHAM ROAD
ALL OF LOT Y AND PART OF THE UNNAMED STREET,
LYING NORTHEAST OF PART LOT 3, BLOCK S, COMPILED PLAN 480
TOWNSHIP OF SOUTHGATE
COUNTY OF GREY

OWNER'S CERTIFICATE

I HEREBY AUTHORIZE MACNAUGHTON HERMSEN BRITTON CLARKSON PLANNING LIMITED
TO SUBMIT THIS PLAN FOR APPROVAL.

DATE: _____ SHAKIR REHMATULLAH - PRESIDENT
2358737 ONTARIO INC.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE BOUNDARIES OF THE LAND TO BE SUBDIVIDED ON THIS PLAN
AND THEIR RELATIONSHIP TO THE ADJACENT LANDS ARE ACCURATELY AND CORRECTLY
SHOWN.

DATE: _____ DAN DZALDOV - OLS
SCHAEFFER DZALDOV BENNETT LTD.
P: 416-887-0101

KEY PLAN

Subject Site

SCALE
0 0.3 0.6 0.9 1.2km

LEGEND

PROJECT BOUNDARY LINE
RIGHT OF WAY LINE
BLOCK LINE
LOT LINE

0.3m RESERVE
PARCEL FABRIC

03	Jul. 17, 2019	REDESIGN TO ACCOMMODATE TRAIL, ADD THREE 11.6m SINGLE DETACHED LOTS	M.M.
02	May 2, 2019	FULL REDESIGN OF SITE	M.M.
01	Oct. 12, 2018	REVISED SURVEY INFO	M.M.
REVISION No.	DATE	ISSUED / REVISION	BY

ADDITIONAL INFORMATION REQUIRED UNDER SECTION 51(17)
OF THE PLANNING ACT R.S.O. 1990 C.P.13 AS AMENDED

A. AS SHOWN
B. AS SHOWN
C. AS SHOWN
D. 127 SINGLE DETACHED LOTS
& 56 TOWNHOUSE UNITS

E. AS SHOWN
F. AS SHOWN
G. AS SHOWN
H. MUNICIPAL WATER SUPPLY
I. LOAM/SILT LOAM

J. AS SHOWN
K. ALL MUNICIPAL SERVICES AS
REQUIRED
L. AS SHOWN

PLANNING
URBAN DESIGN
& LANDSCAPE
ARCHITECTURE
MHBC PLANNING

113 COLLIER STREET
BARRIE, ON, L4M 1H2
P: 705 728 0045 F: 705 728 2010
WWW.MHBCPLAN.COM

STAMP

DATE
SEPT. 25, 2018

FILE No.
15184H

SCALE
1:1,000
(ARCH D)

DRAWN BY
M.M.

CHECKED BY
K.M.

OTHER

PROJECT

231 GLENELG STREET
2358737 ONTARIO INC.
3621 HIGHWAY 7 EAST, SUITE 503
MARKHAM, ON L3R 0G6
P:(905) 479-9292 F:(905) 429-9165
WWW.FLATOGROUP.COM

FILE NAME

DRAFT PLAN OF SUBDIVISION

DWG No.
1 of 1

SCALE BAR

0 5 10 15 20 25 37.5 50 75 100m

MEASUREMENTS SHOWN ON THIS PLAN ARE IN METRES AND CAN BE
CONVERTED TO FEET BY DIVIDING BY 0.3048

N:\Southgate\231 Glenelg Street - 15184H\Drawings\Draft Plan\CAD\DraftPlan_2019-07-17.dwg

The Corporation of the Township of Southgate

By-law Number 2020-112

being a by-law to authorize an agreement between Southgate Meadows Inc. and The Corporation of the Township of Southgate

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

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

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

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

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

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

Read a first, second and third time and finally passed this 7th day of October, 2020.

John Woodbury – Mayor

Lindsey Green – Clerk

This Site Alteration Agreement made this 7th day of October, 2020, to manage the temporary placement of soil on the owner's lands.

Between:

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

Party of the First Part

- and -

Southgate Meadows Inc.
(hereinafter collectively called the "Owner")

Party of the Second Part

Whereas:

- a) The Owner is the owner of the lands described as 231 Glenelg Street in Schedule "A" attached hereto (collectively the "Lands"), which are the subject matter of a draft plan for residential subdivision pursuant to section 51 of the Planning Act, R.S.O. 1990, c. P.13, as amended (the "Planning Act");
- b) The Owner and the Township, as of the date of this Agreement, have not entered into a Subdivision Agreement regarding the Lands, and the Owner wishes to proceed with the temporary placement of soil, on the Lands;

Now Therefore this Agreement witnesseth that in consideration of the premises, other good and valuable consideration and the sum of Two Dollars (\$2.00) of lawful money of Canada, now paid by each of the parties hereto to each of the other parties hereto (the receipt whereof is hereby acknowledged), the parties agree as follows:

Article 1 – Identification of Lands and Registrations

1.1 Legal description

The Lands which are the subject matter of this Agreement are described in Schedule "A" attached hereto.

1.2 Registrations

This Agreement shall be registered against the title to the Lands upon or after execution by the parties to it, but before the commencement of any of the Permitted Site Works, as defined in section 2.1 herein. The Township's solicitor may register this Agreement and the Owner consents to the registration of same. The Township agrees, at Owner's written request and cost, to delete this Agreement from title of the Lands the earlier of i) the Owner and the Township entering into a Subdivision Agreement; or ii) the Owner's compliance with the Permitted Site Works, as defined in section 2.1 herein; or iii) mutual written agreement of the owner and the Township.

Article 2 – Permitted Alterations

2.1 Permitted Site Works

- a) The Owner must submit plans showing the proposed works including; the source of the soil or other fill matter that is to be brought onto the Lands, the soil storage area dimensions and grading; sediment and erosion controls; restoration details; haul routes and any other modifications/works proposed for the Lands. The plans and drawings described in Schedule "B" with respect to 231 Glenelg Street (the "Approved Plans") shall be deemed to have been approved for earthworks purposes only by the Township upon execution and registration of this Agreement and the issuance of a Site Alteration Permit. The Owner shall be issued a Site Alteration Permit to undertake, at its own risk, only the site works shown on the Approved Plans (the "Permitted Site Works").
- b) All Permitted Site Works shall be conducted in conformity with the Approved Plans, the Site Alteration Permit and this Agreement. Furthermore, and notwithstanding anything in this Agreement to the contrary, the Township may require amendments or revisions to any of the Approved Plans if, prior to, or during the course of, the Permitted Site Works, it, acting reasonably, determines such amendments are necessary. The Owner hereby acknowledges that any site works not shown on the Approved Plans must be undertaken pursuant to a Subdivision Agreement, or an additional Site Alteration Agreement may be required, as determined by the Township in its sole and absolute discretion acting reasonably.
- c) The Owner hereby acknowledges and abides by the conditions set out in Schedule "C" (Conditions of Approval).

2.2 Security Requirement

Prior to the issuance of a Site Alteration Permit letter by the Township, the Owner shall deposit with the Township cash, or an irrevocable standby letter of credit from a Canadian chartered bank acceptable to the Township in a form approved by the Township, equal to the sum of \$282,909.00 representing the estimated cost of the soil removal and/or remediation measures that may be required, to be referred to as the "Security". In the

event that a letter of credit is provided, the Township shall be named as a beneficiary secured party therein and shall contain the following provisions:

- (a) The letter of credit shall be security for any obligations of the Owner pursuant to the provisions of this Agreement and the Permit, without any limitations whatsoever
- (b) Drawings on the letter of credit shall be permitted upon presentation of a letter from the Township to the bank claiming default by the Owner under the terms of this Agreement or the Permit, and such default shall not be limited to the actions of the Owner;

Partial drawings on the letter of credit shall be permitted;

- (c) If the letter of credit is not renewed at least thirty (30) days prior to the date of expiry by an irrevocable letter of renewal or replacement letter of credit in such form and on such terms acceptable to the Township, the Township may draw on up to 100% of the letter of credit on or before the date of expiry;

2.3 Insurance

The Owner maintains a certificate of general liability insurance for the Lands, in which the Owner shall name the Township as additional insured upon execution of this agreement by both parties. The amount of such policy to be at least five million dollars (\$5,000,000.00) per occurrence that protects the Township, from all claims, demands actions, suits or causes of action of any kind that may be taken or made against the Township, its officials, employees, representatives and/or agents, for any loss of or damage to property, and personal injury, including bodily injury or death, that may arise with respect to the carrying out of the Permitted Site Works, the terms of this Agreement, and/or the terms of the Permit. The policy shall name the Township as an additional insured and include non-owned automobile liability, employees as additional insured, as well as a cross-liability and severability of interests clause, and shall be endorsed to provide the Township with not less than thirty (30) days' notice in writing in advance of any cancellation or expiration. Concurrent with the delivery of executed copies of this Agreement by the Owner to the Township and prior to the commencement of the Permitted Site Works, the Owner shall provide the Township with a certificate of insurance evidencing the required coverage.

2.4 Completion of Permitted Site Works

Should the Owner fail to complete the removal of the soil stockpiles within three (3) years of executing this Agreement , or fails to comply with the Approved Plans, and the Owner has not entered into a Subdivision Agreement with the Township pertaining to 231 Glenelg Street within that time, the Township shall be entitled to draw upon the Security to complete the Permitted Site Works or to bring the Lands into compliance with the Approved Plans or to stabilize the Lands to the satisfaction of the Township.

2.5 Reduction or Transfer of Security

The Owner may request a reduction/release in security upon completion of the Permitted Site Works, and security may be reduced pending review and/or inspection by the Township Engineer, as recommended by the Township Engineer, acting reasonably. Should there be security remaining on deposit with the Township pursuant to this Agreement at such time as the Owner has entered into a Subdivision Agreement pertaining to 231 Glenelg Street, the balance of security pertaining to this Agreement may be transferred to the security required pursuant to the Subdivision Agreement, at which point the security provisions of the Subdivision Agreement shall apply.

2.6 Default

The Owner shall be held in default in the event the provisions of this Agreement or the Site Alteration Permit are not honoured and the Township has provided the Owner 30 days' notice to remedy same and the Owner has failed to do so. In the event of such default by the Owner, in addition to any other remedies available to the Township and without any limitation thereof, the Township may:

- (a) draw on the security in whole or in part;
- (b) undertake or complete any obligation of the Owner hereunder;
- (c) enter upon the Lands through its servants or agents for any purpose whatsoever;
- (d) issue a stop work order with respect to any further work upon the Lands;
- (e) recover from the Owner all costs and expenses incurred by the Township whether directly or indirectly, with respect to the default or the remedy thereof and collect such costs and expenses as municipal taxes.

Article 3 – Miscellaneous

3.1 Payment of Township's Costs

- (a) The Owner agrees to pay all the Township's costs and expenses, including, but not limited to, engineering review of plans, random soil testing by the Township if required, acting reasonably, soil testing as recommended by the Owner's environmental consultant, and legal fees incurred by the Township in negotiating and preparing this Agreement and with the enforcement thereof. Invoices for such costs and expenses shall be paid by the Owner within thirty (30) days of the date of delivery of the invoice; delivery shall be deemed to have been made on the third (3rd) day after mailing.
- (b) Unless expressly stated otherwise, all and any matters, things or activities required to be done, provided or carried out by the Owner pursuant to this Agreement, the Site Alteration Permit or the Approved Plans shall be at the Owner's sole cost and not at the Township's cost.

1.2 Notices

Any notice, invoice or other writing required or permitted to be given pursuant to this agreement (including notice of a change of address) shall be deemed to have been given if delivered personally to the party or to an officer of the applicable corporation or if delivered by prepaid first class mail, on the third (3rd) day after mailing. The address for service of each of the parties is as follows:

Owner: Flato Developments Inc.
c/o Southgate Meadows Inc.
3621 Highway #7 East, Suite 503
Markham, ON L3R 0G6

Township: The Corporation of the Township of Southgate
185667 Grey Road #9
Dundalk, Ontario NOC 1BO

To any other person at the address shown for such person in the last revised assessment roll or the latest address for such person as shown in the Township's records.

3.3 Owner's acceptance of agreement

The Owner shall not call into question, directly or indirectly, in any proceedings whatsoever in law or in equity or before any administrative tribunal the right of the Township to enter into this Agreement and to enforce each and every term of this Agreement and this Agreement may be pleaded as estoppel against the Owner in any such proceedings.

3.4 Enurement

This Agreement and the covenants, provisions and conditions herein contained shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

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In Witness Whereof the parties hereto have executed this agreement under the hand of their duly authorized signing officers.

The Corporation of the Township of Southgate

Per: Mayor John Woodbury

Per: Clerk, Lindsey Greem
We have the authority to bind the Corporation

Southgate Meadows Inc.

Per: Shakir Rehmatullah, President
I have the authority to bind the Corporation

Schedule "A"

Legal Description of the Owner's Lands

231 Glenelg Street

Lt Y PI 480 Dundalk; Pt Lt 225-228 Con 2 Swtsr Proton; Pt Unnamed St PI 480 Dundalk
Closed by R334255, Pt 2 16R7565; Southgate

DRAFT

Schedule "B"

Description of Approved Plans

- Site Plan Drawing detailing the Site Work, Sediment Erosion Control Plan and Site Restoration Plan attached as Schedule B-1 titled, "Glenelg Residential Development Site Alteration Plan (Drawing 104)" and "Glenelg Residential Development Site Alteration Plan – Interim (Drawing 104B)" dated September 3, 2020.
- Soil Testing, Site/Soil Management, and Reporting Protocol Document attached to this document as Schedule B-2 titled, "Glenelg Residential Development Fill Control Report", dated March 2020.

The following information is in the site plan drawing document Schedule B-1 that deals with site operations, erosion control and restoration on the lands.

General Notes:

1. Construction equipment use existing access point, located at Glenelg Street, as indicated on this drawing. Mud mat to be maintained at access point.
2. All works shall be completed in accordance with the Occupational Health and Safety Act. The General Contractor shall be deemed to be the "Constructor" as defined in the act.
3. All sediment and erosion control facilities and works are to be constructed and in place to the approval of the site engineer prior to any grading operations commencing. Typical works include silt fences, interceptor swales, straw bale check dams and sediment traps.
4. All temporary topsoil stockpiles are to be provided with the necessary sediment and erosion control features.
5. All interceptor swales are to be seeded to stabilize their banks immediately following construction.
6. Refer to application form for grubbing of trees within the limits of the fill area.
7. No grading of lands will occur within specified buffers along property lines and internal to site.
8. The location of all underground and aboveground utilities and structures are not necessarily shown on the contract drawings, and where shown, the accuracy of the location of such utilities and structures is not

guaranteed. Before starting work the contractor shall inform himself of the exact location of all such utilities and structures and shall assume all liability for damage to them.

Maintenance & Operations of Sediment Controls

Silt Fence

1. Silt fence must be inspected weekly for rips or tears, broken stakes, blow-outs and accumulation of sediment.
2. Silt fence must be inspected following all 15 mm or greater rain storm events or as directed by the site engineer.
3. Sediment must be removed from silt fence when accumulation reaches 50% of the height of the fence.
4. All silt fences must be removed only when the entire site is stabilized and as directed by the site engineer.

Straw Bale Flow Check Dam

1. Remove accumulated sediment up stream of the check dam if greater than one half of the dam height.
2. Silt removal must be under taken with care to minimize downstream sedimentation in swale or ditch.
3. Straw bale check dam and all accumulated sediment must be removed with care once the construction site is stabilized and as directed by the site engineer.

Mud Mat Maintenance

1. Inspect mud mat weekly to assess condition and ensure operation efficiency.
2. Supply and place additional clear stone as directed by site engineer.
3. Mat to remain in place until site is stabilized or as directed by the site engineer.

Decommissioning / Restoration

1. Following completion of construction and as directed by the site engineer. All erosion and sediment control works are to be removed including any accumulated sediment.
2. All works located on the lands outside the proposed development area are to be graded to match existing surrounding ground and hydroseeded.
3. All sediment build up to be removed from sediment basin. Disturbed areas and sediment basins to be treated with 25mm of topsoil and hydroseeded as directed by the site engineer

SCHEDULE "C"

Conditions of Approval

1. Owner may not commence any site works on the subject property (i.e. within the regulated area) of the Grand River Conservation Authority, (the "GRCA") until the permit has been issued by the GRCA, if required. The Township requires proof of consultation with the GRCA prior to Permitted Site Works proceeding.
2. The Owner shall maintain an entrance permit with Township, and the haul routes to be agreed to by the Owner and the Township.
3. The sediment ponds, if applicable, shall be surrounded with construction/ security fencing to restrict access, and must be reflected on the Site Plan drawing.
4. Inactive areas to be seeded shall include the placing of sufficient topsoil to ensure that the inactive areas are stabilized to the satisfaction of the Township.
5. Any off-site nuisances (i.e. dust, weeds, standing water) shall be minimized and mitigated as necessary by the Owner.
6. Any runoff directed toward other properties are to be controlled in accordance with the Approved Plans, and shall be monitored, modified and maintained as required to ensure sediment is retained on-site. Any off-site impacts shall be mitigated, by the Owner.
7. Siltation and erosion control measures shall be implemented, by the Owner, as indicated on the Approved Plans to the satisfaction of the Township's Consulting Engineer prior to, during and after the undertaking the site works, acting reasonably.
8. The use of tracking pads (i.e. mud mats) during soil receiving operation will be required to prevent tracking of soils onto the public roadway when trucks exit the site. The contractor and/or the Owner will be responsible to inspect daily and remove any mud and/or debris as required from the roadway.
9. Soil Testing, Site/Soil Management, and Reporting Protocol is to address the following:
 - a. Report to the Township test results of soils, prior to the material being received by the Owner at the frequency recommended by the Owner's environmental consultant;

- b. Report to the Township that the actual test results of the soils being received by the Owner will be provided to the Township and in addition the Owner giving a report that states that the material is in accordance to Provincial standards, and that the material is suitable for the intended use and poses no risk to the existing natural environment and local ground water. This report is to be submitted to the Township for comment prior to the material being placed on the Lands.
 - c. Inspection and management protocols of the operation to ensure that only tested material is being received; and
 - d. Incorporate a reference to the MOE documents dated January, 2014, titled "Management of Excess Soil - A Guide for Best Management Practices" and dated April 15, 2011, titled "Soil, Ground Water and Sediment Standards for Use Under Part XV.1 of the Environmental Protection Act".
10. All site work shall be in accordance with the Approved Plans, as outlined in inclusion documents in this agreement, Schedule B-1 titled "Glenelg Residential Development Site Alteration Plan (Drawing 104)" and "Glenelg Residential Development Site Alteration Plan – Interim (Drawing 104B)", Schedule B-2 titled "Glenelg Residential Development Fill Control Report", dated March 2020 and as approved by the Township, acting reasonably.

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 CAO2020-060

Title of Report: Flato Glenelg Carriage House Residential Development -
Servicing Allocation of Water & Wastewater Capacity

Department: Administration

Council Date: October 7, 2020

Council Recommendation:

Be it resolved that Council receive staff report CAO2020-060 as information; and
That Council approve the allocation of 170 residential units of servicing capacity for water and wastewater to the Flato Glenelg Carriage House Residential Development Project to serve 118 single family dwellings and 65 townhomes;
That Council consider approving the allocation of 170 residential units of servicing capacity for water and wastewater to the Flato Glenelg Carriage House Residential Development Project by Township By-law 2020-113 at the October 7, 2020 meeting; and
That Council authorize the Mayor and the Clerk to sign the Flato Glenelg Carriage House Residential Development Project Final Servicing Capacity Allocation Agreement.

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Background:

The Township of Southgate allocates servicing capacity for water and wastewater to development in the Village of Dundalk for these area rated services.

The present Dundalk Water and Sewage Treatment Reserve Capacity from the 2020 Reserve Firm Capacity Report has 1,886 equivalent residential units (ERU) (1660 ERU of water capacity remain after Flato Glenelg & Block 75 Seniors Apartment project allocations) for water and 413 ERU (187 ERU of wastewater capacity remains after Glenelg & Block 75 allocations) for wastewater servicing of uncommitted available capacity. A copy of the Triton Report dated April 23, 2020, reporting on the 2020 Dundalk Servicing Capacity is presented with staff report CAO2020-058 as Attachment #1 in this Council meeting agenda.

Staff Comments:

The Flato Glenelg Carriage House Residential Development Project is now at the stage where the Township needs to consider allocation servicing capacity for the 183 residential unit being constructed for this project. There will be 118 single family dwellings (SFD) and 65 townhome units constructed. The 2020 Triton Report on the Dundalk Reserve Servicing Capacity supports this allocation. Further the

letter from Crozier Engineering presented with staff report CAO2020-058 as Attachment #2 in this Council meeting agenda recommends that the capacity allocation for servicing allocated to a townhouse residential unit would be the equivalent of 0.8 ERU of consumption. This 0.8 factor of servicing capacity allocation for a Townhouse residential unit is supported by Triton and Southgate staff as the number we will use in the future for this type of development allocation.

The Flato Glenelg Carriage House Residential Development project will allocate 118 ERU for the SFD and 52 ERU with 0.8 ERU used as the allocation per townhouse unit (65 townhouse units) for a total of 170 ERU of water and wastewater allocation capacity being required.

Staff recommends that Council approve this service capacity allocation for the Flato Glenelg Carriage House Residential Development Project by Municipal By-law and authorize the Final Servicing Capacity Allocation Agreement for signing by the Mayor and Clerk.

Financial Impact or Long Term Implications

There is no financial impact to the municipality as a result of this report that will impact the normal municipal operating costs. We are presently working at expanding our wastewater treatment capacity that will require capital investments and the use of Development Charges we are collecting for this purpose.

The allocation of 170 ERU of capacity will be consumed with the construction of this residential development and will start to generate taxation dollars, plus water and sewer user revenues for the Township.

Communications & Community Action Plan Impact:

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

Goal 3 - Promoting Health Services and Housing Choices

Action 3: The residents and businesses of Southgate envision a caring community which meets the needs of all ages and incomes for a healthy and comfortable life, even as our population grows and changes.

Strategic Initiatives 3-A (2019-2023): By means of appropriate policies, incentives and development partners, the Township will facilitate a significant increase in the supply and variety of both rental and purchase housing/accommodation within Southgate.

Concluding Comments:

1. That Council receive this staff report as information.

2. That Council approve the allocation of 170 residential units of reserve servicing capacity of water and wastewater to the Flato Glenelg Carriage House Residential Development Project by Township By-law 2020-113 at the October 7, 2020 meeting.
3. That Council approve the Flato Glenelg Carriage House Residential Development Project Water and Wastewater Final Servicing Capacity Allocation Agreement. A copy of the Flato approved Final Servicing Capacity Allocation Agreement is included in this report as Attachment #1.

Respectfully Submitted,

CAO approval.: Original Signed By **Public Works Mgr.:Original Signed By**

Dave Milliner – CAO

dmilliner@southgate.ca

519-923-2110 x223

Jim Ellis – PW Mgr.

jellis@southgate.ca

519-923-2110 x224

- Attachment #1 – Flato Glenelg Carriage House Residential Development Project Water and Wastewater Final Servicing Capacity Allocation Agreement

FINAL SERVICING CAPACITY ALLOCATION AGREEMENT

Made in Duplicate this 7th day of October, 2020

BETWEEN:

**FLATO Glenelg Carriage House Development
Flato Gleneg – Phase 1
3621 Highway #7 East, Suite 503
Markham, ON L3R 0G6**
(hereinafter referred to as the "Developer")

AND

**THE CORPORATION OF THE
TOWNSHIP OF SOUTHGATE
185667 Southgate Road #22 – RR#1
Dundalk, ON N0C 1B0**
(hereinafter referred to as the "Township")

WHEREAS the Township of Southgate ("Township") has available or plans for increasing Water and Wastewater servicing capacity to supply existing and future development in the Village of Dundalk "Dundalk"; and

AND WHEREAS, a new development is proposed in Dundalk and as such the development has requested in writing to the Township water and wastewater servicing capacity allocated subject to availability.

NOW THEREFORE the Parties Here to agree:

1. That the Township of Southgate will allocate **170 (one hundred & seventy)** of Water and Wastewater Residential Units of Reserve Servicing Capacity for 118 single family dwellings and 65 townhome units allocated at the rate of 0.8 ERU per townhouse.
2. That the Developer accepts this allocation of water and wastewater Residential Units of Reserve Servicing Capacity based on the conditions set out in this agreement.
3. That the Final Capacity Allocation Agreement shall be for period of 3 years following the municipal by-law approval date of this agreement.
4. That the Final Capacity Allocation Agreement may be extended for an additional 1 year term(s) based on evidence of site development progress.
5. That the Developer accepts that at its sole discretion the Township may not agree to extend a Final Capacity Allocation Agreement in in whole or in part, if in the opinion of Township and its Engineers that site development progress has not progressed sufficiently to reflect 50 (fifty) percent occupancy or use of the allocated servicing capacity.

6. That the Developer acknowledges that any payments to be made or works with respect to the projects allocation of Final Capacity by the Developer required by the Township must be completed to maintain this agreement in force and affect. The payments and /or works required are listed in the attached Schedule A documents that forms as part of the agreement document or provides reference to a Front Ending or Service Finance Agreement that has been previous approved by the Developer and Township Council by municipal by-law.
7. This Agreement shall be binding on the parties hereto and their heirs, executors, administrators or assigns.

IN WITNESS WHEREOF the Parties hereto have affixed their respective hands and seals.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCES OF:**

Flato Glenelg Carriage House

Date:

Name: Shakir Rehmatullah
Title: President

Witness

I have authority to bind the Corporation.

**The Corporation of the Township
of Southgate**

Mayor: John Woodbury

(seal)

Clerk: Lindsey Green
We have authority to bind the Corporation.

Schedule A

**Listing of Payments and Works for the
Development Project Final Capacity Allocation**

- Flato Glenelg Carriage House Site Alteration Agreement.
- Flato Glenelg Carriage House Pre-Servicing Agreement.
- Flato Glenelg Carriage House Subdivision Agreement.
- Required Securities posted to support the listed agreements above.

The Corporation of the Township of Southgate

By-law Number 2020-113

being a by-law to authorize an agreement between Southgate Meadows Inc. and The Corporation of the Township of Southgate

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

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

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

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

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

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

Read a first, second and third time and finally passed this 7th day of October, 2020.

John Woodbury – Mayor

Lindsey Green – Clerk

FINAL SERVICING CAPACITY ALLOCATION AGREEMENT

Made in Duplicate this 7th day of October, 2020

BETWEEN:

SOUTHGATE MEADOWS INC.
Flato Glenelg Carriage House – Phase 1
3621 Highway #7 East, Suite 503
Markham, ON L3R 0G6
(hereinafter referred to as the “Developer”)

AND

THE CORPORATION OF THE
TOWNSHIP OF SOUTHGATE
185667 Southgate Road #22 – RR#1
Dundalk, ON NOC 1B0
(hereinafter referred to as the “Township”)

WHEREAS the Township of Southgate (“**Township**”) has available or plans for increasing Water and Wastewater servicing capacity to supply existing and future development in the Village of Dundalk “Dundalk”; and

AND WHEREAS, a new development is proposed in Dundalk and as such the development has requested in writing to the Township water and wastewater servicing capacity allocated subject to availability.

NOW THEREFORE the Parties Here to agree:

1. That the Township of Southgate will allocate **170 (one hundred & seventy)** of Water and Wastewater Residential Units of Reserve Servicing Capacity for 118 single family dwellings and 65 townhome units allocated at the rate of 0.8 ERU per townhouse.
2. That the Developer accepts this allocation of water and wastewater Residential Units of Reserve Servicing Capacity based on the conditions set out in this agreement.
3. That the Final Capacity Allocation Agreement shall be for period of 3 years following the municipal by-law approval date of this agreement.
4. That the Final Capacity Allocation Agreement may be extended for an additional 1 year term(s) based on evidence of site development progress.
5. That the Developer accepts that at its sole discretion the Township may not agree to extend a Final Capacity Allocation Agreement in in whole or in part, if in the opinion of Township and its Engineers that site development progress has not progressed sufficiently to reflect 50 (fifty) percent occupancy or use of the allocated servicing capacity.

6. That the Developer acknowledges that any payments to be made or works with respect to the projects allocation of Final Capacity by the Developer required by the Township must be completed to maintain this agreement in force and affect. The payments and /or works required are listed in the attached Schedule A documents that forms as part of the agreement document or provides reference to a Front Ending or Service Finance Agreement that has been previous approved by the Developer and Township Council by municipal by-law.
7. This Agreement shall be binding on the parties hereto and their heirs, executors, administrators or assigns.

IN WITNESS WHEREOF the Parties hereto have affixed their respective hands and seals.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCES OF:**

Southgate Meadows Inc.

Date:

Name: Shakir Rehmatullah
Title: President

Witness

I have authority to bind the Corporation.

**The Corporation of the Township
of Southgate**

Mayor: John Woodbury

(seal)

Clerk: Lindsey Green
We have authority to bind the Corporation.

Schedule A

Listing of Payments and Works for the Development Project Final Capacity Allocation

- Flato Glenelg Carriage House Site Alteration Agreement.
- Flato Glenelg Carriage House Pre-Servicing Agreement.
- Flato Glenelg Carriage House Subdivision Agreement.
- Required Securities posted to support the listed agreements above.

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 CAO2020-061

Title of Report: Southgate 2019-2023 CAP – 2020 Progress Report and the Considerations for 2021

Department: Administration

Council Date: October 7, 2020

Council Recommendation:

Be it resolved that Council receive staff report CAO2020-061 as information; and

That Council and Staff consider this 2020 CAP Progress Report in our 2021 budget preparation and discussions in order to achieve the future goals of the plan.

Background:

The Community Action Plan (CAP) is a document created to provide a strategic direction for the municipality through action items to achieve the goals outlined in the CAP report. As a result of Southgate's previous CAP ending in 2018 and the success of our past years achievements it was important to embark on another 5 year strategic planning consultation and community engagement process.

At the February 20, 2019 Council meeting staff presented report CAO2019-018, titled Southgate Community Action Strategic Plan 2019-2023 Consultant Services Request for Proposals Report and approved the following motion at that meeting.

Moved by Councillor Rice; **Seconded by** Councillor Shipston;

Be it resolved that Council receive Staff Report CAO2019-018 as information; and

That Council approve awarding the Southgate Community Action-Strategic Plan 2019-2023 Consultant project work to Winegard Municipal Consulting to lead the Council, staff and stakeholder meetings in the community to seek feedback on the progress in the last 5 years and to receive information for new strategic plan goals and actions required going forward over the next 5 years.

Carried No. 2019-124

At the October 2, 2019 meeting Council received staff report CAO2019-104 approving the Southgate 2019-2023 CAP Final Report through the following resolution:

Moved by Councillor Dobreen; **Seconded by** Councillor Sherson;

Be it resolved that Council receive staff report CAO2019- 104 as information; and

That Council approve the Southgate 2019-2023 Community Action Plan Final Report with the document introduction and initiatives to lead the desired future

changes and outcomes from the resident feedback received from our strategic planning consultant.

Carried No. 2019-620

Staff Comments:

The intent of this report is to update Southgate Council on the 2019-2023 Southgate CAP document and the progress made in 2020 and considerations for 2021. The progress report is included in the staff report as Attachment #1.

The 2019-2023 Southgate CAP has provided the Township with information received from community consultation on municipal issues and desired projects to help direct how municipal tax dollars should be used to and the decisions that need to be made to deliver our municipal services. The 2019-2023 CAP document reports the Township's focus should be on economic development attraction and support business and agriculture, investing in revitalization of Downtown Dundalk, health services, housing options, investing in hard service infrastructure, upgrading of assets and administratively the maintaining of expanding citizen communications.

In 2021 staff suggest that the following is an overview of the issues and actions that need to be considered in order to achieve the 2021 results as set out in the CAP document

Public Works:

- Hiring another Building Inspector/By-law Enforcement Officer;
- Investing 45% of our budget annually with 1% annual compounding increases to roads and bridge assets rehab projects;
- Refine capital budget plan for Hwy #10 bypass roadway and construction timelines;
- Refine capital budget plan for Water Tower project and construction timelines;
- Consideration of Dundalk Works Depot expansion or new facility as additional equipment storage is required to service the growth in Dundalk; and
- Refine capital budget plan for Wastewater capacity expansion project based on new EA work for possibility of the need influent treatment and possible discharge pipe to the Grand river if an increase of simulative study shows this as a needed project. In addition we should work with our engineers to map out the project timelines to complete the Wastewater EA, tendering and construction phases.

Administration & Finance:

- Refine operation budget requirement for software tools to support asset management decision;
- Continue the work with SEGCHC to finalize a Community Health Centre style medical facility in Dundalk for construction in 2021 and 2022; and
- Facility growth for Administration and/or Building staff office area requirements based on growth and post COVID space accommodation.

Economic Development & Planning:

- Hiring an EDO;
- Create a staff lead/facilitated Chamber of Commerce in Southgate;
- Develop skills training programs to support local businesses;
- Research the value of or Hwy #10 frontage commercial and industrial lands, as well as the options and plan best market these properties and maintain development control and construction timelines to eliminate property speculation;
- Investing dollars in Development Incentive Program to attract larger commercial development;
- Committing funds into CIP Program funding;
- Study the work, travel, and shopping patterns as the community grows to identify the possible municipal incentives that could facilitate the emergence of these future business commercial and industrial opportunities that would support the needs and job requirements of Southgate residence.
- Contracting Planning Consultant to support completion of Comprehensive Industrial Lands Review, Urban Justification Report and the Official Plan Review; and
- Investing in updating of downtown Dundalk murals.

Facilities & Recreation:

- Final decision on the future Olde Town Hall and the investment commitment required for that Building;
- Recreation property decisions related use justification of some locations based on usage and the size of other locations could be reduced in size to deliver intended uses, to reduce annual maintenance costs and the take the opportunity to sell property for residential development; and
- Facilities Manager and the Southgate Recreation Committee will monitor and assess the community needs and demands in Southgate for new recreation services, as well as an increase in space requirements and/or programs that maybe needed to ensure sufficient facility capacity to support this growing community.

Financial Impact or Long-Term Implications

The financial impact of the 2021 Budget is yet to be decided to support the CAP goals and projects.

Communications & Community Action Plan Impact:

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

The 6 major goals of the 2019-2023 CAP are:

1. Attracting New and Supporting Existing Businesses and Farms
2. Revitalizing Downtown Dundalk
3. Promoting Health Services and Housing Choices
4. Adequate and Efficient Public Facilities
5. Upgrading our “Hard services”

6. Citizen Engagement

Concluding Comments

1. That Council receive this report as information.
2. That Council and staff continue these discussions during the 2021 Capital and Operating budget meetings.

Respectfully Submitted,

CAO approval: Original Signed By

Dave Milliner – CAO

dmilliner@southgate.ca 519-923-2110 x210

- Attachment #1 – Southgate 2019-2023 CAP – 2020 Progress Report

Southgate Community Action Plan to 2019-2023 Report

Fall 2020 Progress Report

Goal 1 - Attracting New and Supporting Existing Businesses and Farms Action 1:

The residents and businesses of Southgate envision a growing and diverse local economy, which respects our agricultural background while also attracting new businesses and new employment opportunities in keeping with the renewed growth of our population.

Strategic Initiatives 1-A (2019-2023):

By 2023, together with existing businesses and other partners, the Township will have identified the types of new business opportunities that are likely to have emerged when Dundalk's 10-15 year growth has taken place and the Dundalk population approaches 4500 people. This business opportunity projection should project the likely demographic make-up of that future population and its likely work, travel, and shopping patterns. It should also identify possible municipal incentives that could facilitate the emergence of these future business opportunities.

Results to Date:

- This will be a major project that we could approach from 2 different angles:
 1. Make this a project in 2021 and 2022 for a new Economic Development Officer to develop around the topics of:
 - i. Employment - local, region and GTA work locations;
 - ii. Travel - transit and vehicle travel routines of the community; and
 - iii. Shopping – local demand and regional shopping patterns.
 2. The other option would be to hire a consultant to undertake the work outlined above as an option to assess work, travel and shopping patterns.
 3. Development Incentive Program – Work the County and Southgate Finance (taxation deferrals & development charge delay of payment until occupancy), Building fees relief if engineered inspected and Planning staff with use of Community Improvement Plan tools to support development.
 4. Engage the Grey Economic Development and Business Enterprise Centre to assist in dealing with issues and negotiating terms with the larger commercial businesses we will see coming at us in the coming years.
 5. Work with OMAFRA EcDev staff to seek job creation and training support funding as part of the Southgate Commercial & Industrial.
 6. Promote our Customer Service capacity, interest to support development and our ability to adapt policy where we can do so to cut through the Red Tape and reduce timelines.
- Staff suggest at this time that before we put up the for-sale signs on Hwy #10 commercial properties that we consider:
 1. Seek appraisals on land;
 2. Consider different options to market the properties;

3. Develop a plan to deal with the larger players we will be approached by in the next 5 years;
 4. Maintain an interest in the property to ensure development proceeds and is not delayed by speculation and external business control; and
 5. Create detailed planning and development policies to maintain control of property uses.
- Staff distributed a commercial business survey to the local businesses by hand and received one response. We will need to find other methods to gain feedback through one on one and group meeting to gain the information we need to make our decisions.

Strategic Initiatives 1-B (2019-2023):

By 2023, the Township will have completed a bypass road between Hwy 10 and the industrial park.

Results to Date:

- The Environmental Assessment for this road to Hwy #10 has been completed and our engineers are now in the design phase of the project.
- The design work should be completed by the end of 2020 for budgeting, tendering and construction in 2021 and 2022.

Strategic Initiatives 1-C (2019-2023):

By 2023, the Township will have entered into an appropriate agreement to sell its Hwy 10 frontage for the purposes of commercial development, and development will be underway.

Results to Date:

- This initiative is an issue that we may want to reconsider as staff believe it is very important to retain control and say in development of our Hwy 10 commercial properties.
- The interest in Dundalk commercial and industrial property has increased substantially in the last 12 months and we believe it would be important to consult with developers and receive proposals/guidance on how best to achieve our goals.

Strategic Initiatives 1-D (2019-2023):

The Township will continue to encourage, facilitate and publicize business skills training programs in Southgate.

Results to Date:

- The Township applied for funding through the OMAFRA RED funding program and were not approved.
- Once the CIP is approved and with the interest and growth of commercial and industrial businesses, Southgate will need to hire an EDO, generate interest and lead a Business Support Program and Chamber of Commerce to support commercial enterprises through facilitating and developing training programs.
- We will also be looking to the County of Grey, the new Business Enterprise Centre and the Four Counties Labour Board to support this initiative with business skills training programs as well.

Strategic Initiatives 1-E (2019-2023):

By 2023, the Township will have updated the Official Plan and zoning bylaw to provide flexibility for business, help to reduce processing requirements, and help to provide more opportunity for success.

Results to Date:

- Southgate's Planning are in the process of our Official Plan review process, Comprehensive Industrial Lands Review and Urban Justification Report to create flexibility in our processes and development lands to support this growing community.
- Our challenge the Planning Department is so busy with delivering on existing files and those timelines that the OP and other project work get delayed.
- Staff recommend that we should consider an external consultant service for some, part of or all of these projects to keep current with our planned timelines and in some cases to keep land sales and development moving forward.

Strategic Initiatives 1-F (2019-2023):

Working with the County, and in coordination with other partners, the Township will place a priority on developing establishing permanent transportation service between Southgate and other communities, in order to provide access to employment, as well as to meet other needs.

Results to Date:

- Southgate has been working with the County and now has a transit service named GTR that started September 14, 2020 running on Hwy #10 between Owen Sound and Orangeville.
- The funding we receive from the province we flow through to the County of Grey to support the service.
- Southgate still supports the SMART accessible transportation service.
- The future of the GTR service will depend on ridership volumes and interest in an on-demand service.
- **This Goals initiative 1-F has now be completed.**

Goal 2 - Revitalizing Downtown Dundalk

Action 2:

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

Strategic Initiatives 2-A (2019-2023):

The County and the Township will have reconstructed Main Street.

Results to Date:

- Project completed to the east of Proton Street.
- Main Street West to Ida Street will likely be reconstructed in 5 years or later and should be consideration in the next 5 Year Southgate CAP Community consultations in 2024 or later. (Scheduled currently with County for 2026)
- **This Goals initiative 2-A has now be completed for this CAP period.**

Strategic Initiatives 2-B (2019-2023):

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

Results to Date:

- Community Improvement Plan (CIP) Public meeting was held on September 23, 2020 at 7:00 pm in Dundalk.
- Council will need to approve the CIP in the coming months and utilize the plan to support redevelopment, re-use and development with incentives to increase commercial and industrial business growth.

Strategic Initiatives 2-C (2019-2023):

The Township will have modified the vacant commercial premises tax rebate program, in order to remove disincentives to restoration and re-use.

Results to Date:

- This initiative was a project planned for 2020 but took a backseat to COVID-19 and the focus and support required to support our local economy.
- A project we will be working on later this year and 2021 to support commercial growth in Dundalk.

Strategic Initiatives 2-D (2019-2023):

The Township will have taken aggressive action to enforce compliance by downtown buildings with property standards, Building Code, and Fire Code regulations.

Results to Date:

- The Township has now hired a Fire Prevention Officer (FPO) to support the community with Public Education programs and Fire Prevention inspections with initial focus on Downtown buildings in Dundalk.
- The next steps will be to implement a staff training program for the new FPO.
- Develop an annual Public Education program for the schools, community events and a create a Community Fire Safety & Prevention promotion strategy for Southgate.
- Schedule and inspect downtown Dundalk buildings, as well as expand inspection and re-inspection plan in the coming years.

Strategic Initiatives 2-E (2019-2023):

The Township will increase its support for, and promotion of, community events, festivals, parades, library activities, and other events that attract people to the downtown area.

Results to Date:

- Setup a Foundation Grey Bruce Fund to support Southgate Community events and projects that enhances downtown Dundalk as an attraction.
- Streetscape improvements in Downtown Dundalk.
- Council approval of Community Improvement Plan (CIP).
- Decision to hire a dedicated Southgate EDO to support commercial business and create a Chamber of Commerce in Southgate.

Strategic Initiatives 2-F (2019-2023):

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

Results to Date:

- This will need considerable effort and investment with an EDO leading this Committee to involve a Chamber of Commerce, Community Groups, building owners and interested community stakeholders.
- This Committee will require a terms of reference and dedicated group of community volunteers with a commitment and vision.

Strategic Initiatives 2-G (2019-2023):

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

Results to Date:

- This was an effort being lead by the EDO in 2019 but has been on the shelf in 2020 because of COVID-19.
- This initiative will need to revisited in 2021 when an EDO is hired.

Strategic Initiatives 2-H (2019-2023):

The Township will support the renewal of the downtown murals.

Results to Date:

- This is an issue that should be dealt with through a Downtown Revitalization Advisory Committee and should involve input from the community organizations, businesses and landlords to explore the interest and value they see in the murals to provide Dundalk downtown and its identity.
- Council and staff should make a decision if the maintenance of the murals going forward is municipal cost or a Community Group or Chamber of Commerce project.

Goal 3 - Promoting Health Services and Housing Choices

Action 3:

The residents and businesses of Southgate envision a caring community which meets the needs of all ages and incomes for a healthy and comfortable life, even as our population grows and changes.

Strategic Initiatives 3-A (2019-2023):

By means of appropriate policies, incentives and development partners, the Township will facilitate a significant increase in the supply and variety of both rental and purchase housing/accommodation within Southgate.

Results to Date:

- Two developers are building houses and developing residential properties for future construction of single family, semi-detached, townhomes and an 80-unit seniors apartment building.
- The Planning department continues to promote and discuss with perspective developers all types of residential options.
- Residential construction is trending a minimum 100 new homes per year at the present time for the next 5 years or more subject to economic impacts.

Strategic Initiatives 3-B (2019-2023):

The Township will have been a significant advocate for and contributor to a new and expanded South East Grey Community Health Centre Clinic in Southgate.

Results to Date:

- Township staff have been working with South East Grey Community Health Centre (SEGCHC) on the process of advancing this project. The progress to date is the following:
 - i. Southgate has committed to lease lands on the corner of Dundalk and Grey Street to the SEGCHC for the purposes of constructing a Medical Health Centre in Dundalk;
 - ii. The County of Grey Council has approved in principle the transfer of the lands adjacent to the CP Rail Trail (on the east side) to the Township of Southgate for the purposes of use as a Medical Health Centre parking lot;
 - iii. Have been working with the SEGCHC Executive Director and Architect, County of Grey Planning staff, Southgate Planner and CAO to develop a draft property site plan and building renderings;
 - iv. Finalized between Flato Developments, SEGCHC and the Township of Southgate to create a facility naming and donation agreement for one million dollars over 20 years for the project;
 - v. Southgate has been working with SEGCHC staff and leading the process to hire and define the scope of work by VanHarten Surveyors to complete a survey of the entire block of land from Main Street to Grey Streets in order to identify Medical Health Centre lands and parking lot areas, as well as the Firehall, Works Garage, Huron Bay Coop, Medical Centre properties, other Southgate property and rail trail property line downtown;
 - vi. Approval of Grey County Property Access Agreement with Southgate to manage risk, create documentation to define scope of project work

- and insurance certificate requirements for third party service providers on the property;
- vii. Held site meeting with surveyor to finalize completion of survey drawing R-Plan to be completed for property registration; and
 - viii. Next steps:
 - Completion of Environment Soils Assessment Report by Rubicon.
 - Drafting and approval of land transfer agreement by Grey County and Southgate Councils.
 - Formalize Southgate-SEGCHC land lease agreement
 - Property development and building construction.

Strategic Initiatives 3-C (2019-2023):

The Township will have worked with the County, Public Health, Police, and other agencies to develop a profile of the Southgate population in 10-15 years time, and to develop a shared image of the health, housing, and social support services that will be required by that time.

Results to Date:

- At the present time the Southgate Staff are participating in a Grey and Bruce County Community Safety and Well Being Plan (CSWBP) that is developing plans and support programs to address drug addictions and those challenged by mental health issues, develop safe communities for seniors and those with physical disabilities in our community, to develop affordable housing options and provide social support services where needed. This work will be completed in 2021 and will identify as well as prioritize specific issues that we can focus on in Southgate.
- This area we will continue to focus and work over the next 12 months. When the CSWBP Report is finalized that will give us the data and information to focus on, provide funding and develop an action plan to deal with our priority community issues.

Goal 4 - Adequate and Efficient Public Facilities

Action 4:

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

Strategic Initiatives 4-A (2019-2023):

The Township will have identified the growth-related impacts on municipal facilities, and will have designed solutions to expand its facilities, or develop new facilities, as required.

Results to Date:

- The community through this strategic initiative has directed Council and staff to undertake an assessment for our future community needs in relation to municipal facilities.
- The types of facilities we will need to assess the community demand for in Southgate will be based the consideration if we have sufficient facility capacity now, sufficient space for the next 5 to 10 years, need to expand service now or if we need to construct new facility space we do not presently have for the following uses in both the east and west end of Southgate:
 - Baseball parks with and without lights
 - Community Meeting Hall for <125 people
 - Community Meeting Halls for >200 people
 - Dog Park
 - In-Door Exercise Facilities
 - Ice surfaces
 - Indoor sports court
 - Outdoor sports court
 - Park Open Spaces
 - Playgrounds
 - Soccer fields
 - Swimming Pool
 - Walking Trails and Outdoor spaces
- Staff should look at municipally (Southgate, Wellington North & Grey Highlands properties), organizationally (Dundalk Ag. Society lands, Lions Club Medical Centre & Optimists Centre Bldg.) and publicly owned (Egremont Public, Highpoint and Proton Community school sport fields and gymnasiums) as spaces to partner with to utilize public use spaces instead of building new spaces.
- To date we have had suggestions from developers we need large Community Hall in Dundalk.
- Consideration of Dundalk Works Depot expansion or new facility as additional equipment storage is required to service the growth in Dundalk.
- Facility growth for Administration and/or Building staff office area requirements based on growth and post COVID space accommodation.

Strategic Initiatives 4-B (2019-2023):

The Township will have made a decision on the future viability or uses of the Olde Town Hall and taken action accordingly.

Results to Date:

- The Township has completed 2 building assessments of the Olde Town Hall to establish the financial cost to complete the required life safety and structural upgrades and construction to make it again a public facility.
- The project cost has been clearly established at \$4.5 to \$6.0 million dollars if the project is completed in one construction project effort or if the work is done over several years.
- The Township worked with Team Town Hall to apply for an ICIP grant through the Provincial and Federal funding program. Our grant application was rejected through the first phase of the Provincial screening.
- Staff believe that our ICIP application failed mainly on the analysis that our total project cost was 138% of buildings actual value post construction that was provided by our Architect, Allan Avis.
- Southgate staff has asked GrantMatch to look into funding opportunities for the Olde Town Hall to see if there are any options to seek support for the project. We have to be committed to the project prior to applying for funding through GrantMatch as not proceeding with a successfully awarded funding application would cost the Township 10% of the grant dollars.
- Staff believe it is important to make a decision in the 2021 budget cycle in relation to Olde Town Hall with the options being the following:
 1. Commitment to secure \$2,000,000.00 in external funding, \$2,000,000.00 in donations and the Township committing the remainder of funding the project in tax dollars which is also likely to \$2,000,000.00; or
 2. Sell the Building for a defined use as an affordable housing development or a project development that would be good for the community; or
 3. Sell the Building for private use; or
 4. Demolish the building and retain.

Strategic Initiatives 4-C (2019-2023):

The Dundalk arena auditorium will have had an elevator installed and the necessary renovations will have been completed, in order to accommodate the expanded Early-ON program and a wider variety of programming for youth, seniors, and newcomers to the community, and possibly a cafeteria.

Results to Date:

- The Arena Auditorium project has been completed with elevator lift installed to address accessibility to the second floor.
- The Early-On service is now functioning in the new space and is now providing access to support new moms in the Dundalk area and their younger family members to develop and learn in a community space with others and well trained staff to deliver the program.
- The new Recreation programming space is an inviting area and drop-in space for youth, seniors and newcomers to the community and is ready to go but has been delayed by COVID.

- The auditorium still has the option to be used as a community space for group gatherings of up to 125 people.
- The cafeteria reference by the consultant in the 4-C initiative has been misinterpreted but it does address a community space with the updating of the original kitchen space to allow community groups, caterers and the Early-On Centre staff to share use this new space.
- **This Goals initiative 4-C has now be completed.**

Strategic Initiatives 4-D (2019-2023):

The Township will have reviewed all facilities it owns to determine their condition and utilization and to develop a business case for the future use or disposition of each facility.

Results to Date:

- The Facilities Manager already has condition assessments on all buildings and use data based on the number of uses and revenue versus cost of maintenance for each property.
- Staff believe there is a case for definitely reducing the size of some rural park spaces that would reduce the summer maintenance costs and create residential lots that would generate one time revenue with the sale of the property, development charges and building permit revenues, plus annual taxation revenues.

Strategic Initiatives 4-E (2019-2023):

The Township will have projected the likely demand for/viability of ice sports at the Dundalk arena in 10-15 years time, and will have developed a business case for the future ice sport usage, or for alternative non-ice uses, as appropriate.

Results to Date:

- In 2020 we are already seeing the usage of ice hours being uncertain some by COVID-19 impact, but to a greater degree by Ontario Minor Hockey Association (OMHA) forcing local minor hockey organizations into amalgamations with other communities.
- This is an initiative that is being monitored very closely by our Facilities Manager. Staff feel it will be necessary to work closely with ice surface users and critical to maintaining ice time hours and revenues on a weekly basis going forward by creating use commitment agreements with weekly ice users.
- Staff will be developing Recreation programs for youth and adults to participate in learning to skating, fun hockey and broom ball type ice sports to make it affordable and fun.

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-A (2019-2023):

While continuing to invest an average of 45% of tax dollars on maintenance/ repair/ reconstruction of road and bridge infrastructure, Council will consider an additional 1% levy, compounding, dedicated exclusively for upgrading the road and bridge network.

Results to Date:

- This CAP Initiative 5-A will be reported on as a discussion item during Public Works 2021 capital budgeting meetings lead by the Public Works Manager and the Asset Coordinator and Financial Analyst. The Township of Southgate will need to invest annually more taxation funding and leverage those dollars with grants to maintain our roads and bridge assets in good state of repair.

Strategic Initiatives 5-B (2019-2023):

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.

Results to Date:

- At the present time Southgate has a current Asset Management Plan (AMP) that is compliant with the Provincial requirements at this time.
- The Township has hired an Asset Coordinator & Financial Analyst who is very qualified and has extensive experience in developing an AMP in a municipality. We have hired this employee on a 2 year contract to finish off our asset management plan to be compliant with the new provincial mandates requiring completion in 2021, 2023 and 2024.
- This process will assess our Municipal Assets with consideration of a wider range of issues being expected levels of service, performance, the risk of failure, impacts of climate change, etc. Data that is required to support the Asset Management Plan Roads Needs Study to assess road condition based multiple assessment criteria, Bridge Study to provide condition index scoring, traffic volumes, sidewalk evaluations, facility assessment based on multiple components being structural, mechanical, electrical, etc.
- The process will also utilize software tools to track investments completed in the maintenance, upgrades and replacement cost of each asset. Other software will assess the data and provide the capability to generate reports on each asset component to provide condition scores, track reliability, the cost to maintain an asset, as well as prioritizing where investments are required and assessing the value of intervention investments to extend the life of an asset.
- Southgate's Asset Coordinator & Financial Analyst will play a major role in our 2021 Capital Budgeting, council/staff education and training, as well he will be reporting to Council on progress of the plan and the new AMP

processes and policies we will need to have to be sustainable and function for our future needs.

Strategic Initiatives 5-C (2019-2023):

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

Results to Date:

- At the present time Southgate's Engineering consultant Triton is working on completing an Environmental Assessment of our present wastewater treatment system to find the best solution(s) to increase our processing capacity. Our initial goal was to complete the entire process by the end of 2020.
- What has been completed to date is we issued an RFI (Request for Information) proposal document and received 8 responses to that call. Those responses have been assessed and 2 of those proposal were of interest and reviewed in greater detail with one of those technologies being considered in the EA process as preferred solutions to improve our discharge effluent. Analysis of the total benefit we could achieve within our lagoon and existing filter treatment systems is being assessed in relation to the required investment.
- Our engineers are also assessing the benefits of a frontend solution option to treat the influent by removing some solids material that can be processed in the Eco-Park, prior release of the influent into the lagoon system.
- What has extended the EA timelines is the Ministry of the Environment Conservation & Parks (MECP) and GRCA are recommending that we complete a Assimilative Capacity Study of the Foley Drain to assess the stream ability to handle an increase in discharge of treated effluent water we are looking for in our next wastewater permit Environmental Compliance approval from MECP. This will be a 4 season process to acquire the data we need to assess the streams capacity. If the stream does not have the required capacity we will need to install a effluent discharge pipe to reach the Grand River about 2 km to the south and west of the wastewater plant. This assimilative capacity study and average daily flow rates has been started and now heading into discussions with the MECP.

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Strategic Initiatives 5-D (2019-2023):

The Township will have erected a new water tower in Dundalk.

Results to Date:

- The Environmental Assessment (EA) for the new water tower was completed as part of the Well #5 EA.
- Work has been started to design and assess construction options to provide a water tower system that would be cost effective, provide operational efficiency to the water operations, increase storage capacity and have low cost maintenance requirements.
- The plan is to install the new water tower in 2021.

Strategic Initiatives 5-E (2019-2023):

The Township will have produced savings by examining alternatives when bridges or culverts require replacement, including where appropriate installing dual culverts instead of replacing box culverts.

Results to Date:

- The Public Works Department has already replaced some box culverts with large culvert systems or more affordable precast systems that require less site work and shorter timelines for road closure in 2019 and 2020.

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-A (2019-2023):

The Township website southgate.ca will have had a complete facelift.

Results to Date:

- The Township completed the update of our website in 2019.
- **This Goals initiative 6-A has now be completed.**

Strategic Initiatives 6-B (2019-2023):

The Township will work with existing organizations, including the Historical Society, in reviewing its built and natural heritage, and planning for the future of its cultural and recreational assets.

Results to Date:

- Staff have had discussions with local Historical Society about the rural hamlet project which they are very interested in being involved in.
- Southgate staff over the next 2 years will engage with interested Community Groups and Organizations across the Township to seek feedback, assess interest and participation in built and natural heritage, cultural and recreation asset projects that will have broad community support, value to the community and public use demand.

Strategic Initiatives 6-C (2019-2023):

As its population approaches 10,000, the Township will be prepared to create the statutorily required Heritage Committee.

Results to Date:

- Future project in 2022 or later.

Strategic Initiatives 6-D (2019-2023):

Council will have implemented a variety of practices to provide Council and residents with opportunities for informal two-way communication with residents, including semi-annual "Coffee with Council" events, participation in Library events, presence at fairs, etc.

Results to Date:

- The Mayor and the Clerk work to schedule these types of events prior to COVID-19 and will restart this program when it is safe to do so.

- The Mayor and the CAO hosted virtual Q & A meetings in May and June of 2020 to answer questions from the public on COVID or any Southgate concerns. The attendance and interest initially were less than 10 people and participation got less with every meeting so it was decided to not continue with these Q & A meetings.

Strategic Initiatives 6-E (2019-2023):

The Township will have acquired and be utilizing on-line public meeting software.

Results to Date:

- The Township has update our Council meeting agenda software and is presently using eScribe Solutions for preparing and posting of agendas and meeting minutes.
- As an outcome of COVID-19 the Township had to transition to the use a virtual meeting software (Go-To-Meeting) to continue the municipal Southgate business operating, provide transparency, public access to meeting and protect the participants (Council, members of the public and staff) from the pandemic spread. The Clerk developed policies, protocols and amended the Procedural By-law over the last 6 months to create an efficient process and safe environment for Council, Committee, Public and Committee of Adjustment meetings. Staff believe these meeting have been very transparent, efficient and well managed. Staff will continue to utilize virtual meetings where possible to save on travel time costs when there is no benefit to onsite or face to face meetings. Staff will continue to look for the best and most affordable technology that the Township of Southgate could use to hold virtual Council only and hybrid (in-person and virtual combination) meetings to allow member, delegation and staff attendance and participation, as well as the public the opportunity to attend through the internet.
- **This Goals initiative 6-E has now be completed.**

Township of Southgate

Administration Office

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Staff Report CAO2020-062

Title of Report: Southgate CAO Update

Department: Administration

Council Date: October 7, 2020

Council Recommendation:

Be it resolved that Council receive Staff Report CAO2020-062 as information; and **That** Council approve staff continuing to work with JunCtian Community Initiatives as a community partner and service provider to support specifically youth newcomers to our community and to help us be a welcoming community by providing space to deliver their services and programs in Municipal and SEGCHC facilities.

Background:

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

Staff Comments:

Southgate's Municipal Business Phase C Opening Update

The Southgate Restart Phase C brought more staff into the Municipal Office on September 21, 2020. The concern with the Phase C restart is the present increase over the last 2 weeks in number of COVID cases that is causing the second wave provincially. If this second wave continues it will impact us considering any Phase D plans and could require us to roll back on Phase C operations if we see new guidance, restrictions and regulations imposed by the Province of Ontario. Related to our present operations in the Municipal Office, outside worker cohorts, the Library, municipal facility rentals and the operations at the Arena related to ice rentals/public access we are reassessing on a weekly basis to ensure the safety of our employees and the public.

Grey County Mask By-law Status

The original plan was in working with the Grey Bruce Health Unit was that the County of Grey would create and approve a masking by-law. After further discussion they are not going to proceed at the Grey and Bruce councils at this time with this by-law. The considerations around implementation were becoming very complex. For now, Dr. Arra will continue to provide direction and take action as he has throughout the pandemic related to masking guidance and compliance.

JunCtian Community Initiative

Southgate staff have been meeting with the JunCtian Community Initiative President Joan John and her Directors since the CIP meeting a couple of weeks ago.

Earlier in this Council meeting you will have heard their presentation. SEGCHC, and Southgate Recreation staff as well as HR and the CAO met virtually with members of the JunCtian Community Initiatives (JCI) group. We have also toured buildings in Dundalk with Joan John to see what could work for JCI and Southgate.

This is the link to the JCI website for more information.

www.junctianci.com

Southgate staff see JCI as a valued community partner that can assist with a variety programs and be an advisor to support youth, business, social and community challenges. Staff would like to proceed with developing a relationship with, providing community spaces to and the delivery of programs with JunCtian Community Initiatives group. We see JCI as an experienced group of people who will bring to this community different perspectives we need to hear, that are willing to take action and want to establish roots in our community.

Grey Bruce Local Immigration Partnership (LIP)

Is an organization that supports planning for the needs of newcomers to help them establish roots in a community. LIP also provides training for host community members to improve attitudes, receptivity and Cultural Awareness of the newcomers to ensure integration takes place and they feel welcomed in our community.

A copy of the meeting notes from the Grey Bruce LIP meeting notes (Attachment #1) from September 15, 2020 event are included in this staff report. Kayla Best attended this meeting as the CAO had a conflict with this meeting. Staff feel this is a very important and timely partnership for Southgate to be involved in because of the increase in newcomers to Southgate at the present time. We need to do everything we can to make them feel welcome and want to be involved in our community. I have also included the meeting presentation slides for the Grey Bruce LIP introduction (Attachment #2) and the YMCA document on Settlement and Language Services (Attachment #3) they provide in the region.

South Grey Minor Hockey & Arena Ice Update

Southgate staff (CAO & Facilities Manager) have met virtually with South Grey Minor Hockey Association. Most recently we met on September 29, 2020 to discuss their registrations number, hours of ice time they require in Dundalk, OMHA approval of South Grey Minor Hockey Operating Plan, Dundalk Arena Protocols for dressing rooms/stands/ice surface, insurance coverage to manage risk, Dundalk start date of November 6 or 7, 2020, ice use in April, 2021 if conditions improve and the plan should addition COVID restriction are imposed with a worsening second pandemic wave.

The South Grey Minor Hockey Association is at 65% enrollment and only needs about 13 hour of ice time per week in Dundalk. They also have to finalize and submit to OMHA for approval of their return to play plan. They will be looking to Flesherton Arena for additional ice time between Thanksgiving and November 6 or 7, 2020 when the Dundalk ice is ready to go.

The Dundalk Arena plant will be turned on November 1st, 2020 for ice being ready on November 6 or 7, 2020 for use. Prior to that the Facilities Manger and Minor Hockey will be working together to increase change room spaces by using bleacher space installing curtains to provide isolation and rubber mates to protect skates. This will allow for a plan with extra change spaces in the arena will allow users to come in one door, be assess/screened, proceed to assigned change room area, participate on the ice, return to change room and leave through another building exit. This will allow arena staff to keep number between 6 to 8 per change room based on space and enough time for cleaning and fogging of spaces to allow some idle time for air turnover.

Financial Impact or Long-Term Implications

There is no financial impact to the municipality as a result of this report other than staff time and the registration fees for the AMO Virtual Conference to participate in the events and the Ministry of Infrastructure delegation.

Communications & Community Action Plan Impact:

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

Goal 3 - Promoting Health Services and Housing Choices

Action 3: The residents and businesses of Southgate envision a caring community which meets the needs of all ages and incomes for a healthy and comfortable life, even as our population grows and changes.

Strategic Initiatives 3-B (2019-2023): The Township will have been a significant advocate for and contributor to a new and expanded South East Grey Community Health Centre clinic in Southgate.

Strategic Initiatives 3-C (2019-2023): The Township will have worked with the County, Public Health, Police, and other agencies to develop a profile of the Southgate population in 10-15 years time, and to develop a shared image of the health, housing, and social support services that will be required by that time.

Concluding Comments

1. That Council receive staff report CAO2020-0062 as information.
2. That Council direct staff to continue to work with JunCtian Community Initiatives as an organization in the Community to support youth and help Southgate with newcomer integration in the Village of Dundalk.

Respectfully Submitted,

CAO approval: Original Signed By

Dave Milliner – CAO

dmilliner@southgate.ca 923-2110 x210

- Attachment 1 – Grey Bruce Local Immigration Partnership Meeting Notes from September 15, 2020
- Attachment 2 – Grey Bruce Local Immigration Partnership presentation
- Attachment 3 – YMCA presentation on Settlement & Language Services

Grey Bruce Local Immigration Partnership Partner Council September 15, 2020; 8:45am

The Partner Council met via Microsoft Teams.

Present: Aakash Desai, Adel Ghie, Andy Foster, April Marshall, Carling Fee, Claudia Carleton, Crystal Gunn, Debera Flynn, Diana Liu, Francesca Dobbryn, Gary O'Donnell, Ian Riech, Jacinda Rudolph, Jill Roote, Kayla Best, Laura Fullerton, Lauren Galloway, Linda Alexander, Lisa Taylor, Manpreet Kaur Sangha, May Ip, Melissa Avedesian, Michelle Goetz, Olga Gura, Oliver Pryce, Patty Sinnamon, Paulette Peirol, Peggy Van Mierlo-West, Phyllis Lovell, Rose Austin, Sarah Bacchus, Sarah Pelton, Savanna Myers, Stephanie Reid, Tina Cassidy, Tracy Grubb, Waleed Aslam

Welcome

Melissa Avedesian introduction as Coordinator.

Savanna Myers (Grey County) and Jill Roote (Bruce County)

Message from Immigration, Refugees and Citizenship Canada (IRCC)

Adel Ghie (Manager, Integration - Settlement Network)

Words of welcome provided on behalf of IRCC.

Introduction to the purpose of LIPs: mechanisms where community-based partnerships are established to collaborate in the support of newcomers. This could include partners such as: employers, chambers of commerce, health centres, faith-based organizations, agricultural partners etc. Ontario has 36 LIP programs; 16 non-government and 20 municipal.

Importance of establishing a council that has cross-sector representation was identified.

Roundtable / Introductions of Partners in Attendance

Lauren Galloway	The Agency
Andy Foster	Arden Language Centre
Laura Fullerton	Municipality of Arran-Elderslie
Gary O'Donnell	Bruce Grey Catholic District School Board
Phyllis Lovell	Bruce Grey Child & Family Service
Paulette Peirol	Municipality of Brockton
Manpreet Kaur Sangha	Bruce County
Stephanie Reid	Grey Bruce Community Legal Clinic
Crystal Gunn	Township of Georgian Bluffs
Lisa Taylor	Georgian College
Jacinda Rudolph	Grey County
Aakash Desai	Municipality of Grey Highlands
April Marshall	Town of Hanover
Michelle Goetz	Township of Huron-Kinloss
Peggy Van Mierlo-West	Municipality of Northern Bruce Peninsula CAO
Olga Gura	Rural Pathways for Newcomer Women Grey Bruce
May Ip	Rural Pathways for Newcomer Women Grey Bruce
Ian Reich	Grey Bruce Public Health
Oliver Pryce	Rural Employment Initiative
Rose Austin	Saugeen Connects & Saugeen Economic Development Corporation
Kayla Best	Township of Southgate
Carling Fee	Town of Blue Mountains
Francesca Dobbyn	United Way of Bruce Grey
Waleed Aslam	Welcoming Communities Grey Bruce
Linda Alexander	YMCA Grey Bruce
Tina Cassidy	VPI Working Solutions
Sarah Pelton	Four County Labour Market Planning Board
Debera Flynn	QUILL Learning Network
Sarah Bacchus	Port Elgin Montessori
Diana Liu	IRCC

Past Projects in Grey and Bruce Counties

Jacinda Rudolph (Grey County)

Starting in 2015, the member municipalities of Grey and Bruce counties saw an influx of new immigrants coming to the region through private sponsorship groups and/or family sponsorships. Grey and Bruce counties have been unofficially working in partnership through multiple newcomer projects that cover both Counties. Introduction provided to some of these programs, projects and activities that have increased the community's capacity to be more welcoming to newcomers and have highlighted the importance of cultural awareness within the rural communities.

Manpreet Kaur Sangha (Bruce County)

Introduction to the Welcoming Communities Grey Bruce initiative. This was established to advance work begun by groups to work towards making Grey Bruce more welcoming and breaking down systemic barriers.

Local Immigration Partnership & Partnership Council Overview

Melissa Avedesian (Coordinator – Grey Bruce Local Immigration Partnership)

[Partnership Council Presentation](#)

Grey Bruce Settlement and Language Services Overview

Claudia Carleton (Coordinator – Grey Bruce Settlement and Language Services)

[YMCA Settlement and Language Services Presentation LIP](#)

Q&A

Please feel free to reach out to Melissa at any point – Melissa.Avedesian@grey.ca

Next Steps

Settlement Strategy and Action Plan – working with a consultant to gather relevant information and produce an Action Plan that will guide the work of GBLIP for the next 4 years.

Logo and Brand – Staff will be working with a branding and logo expert to create a brand for GBLIP that strongly represents the partnership and the vision of **coordination, connection and collaboration** amongst community partners.

Next Meeting

Settlement Strategy and Action Plan Working Meeting – slated to take place October/November (Date and Time TBA) – please watch for your invitation in the coming weeks

Adjournment

10:27am

Grey Bruce Local Immigration Partnership

Funded by:

Financé par :

History & Timeline

- 2008 - Local Immigration Partnerships (LIPs) launch as a pilot program in Ontario
- 2019 - Immigration, Refugees and Citizenship Canada (IRCC) call for applications
- 2020 – Grey and Bruce counties receive notice of approval for funding from IRCC

Funded by:

Financé par :

What is a Local Immigration Partnership (LIP)?

LIPs are *community-based partnerships* that support planning around the needs of newcomers. Specifically, LIPs are partnerships that:

- Foster a systemic approach to engage settlement programs and other institutions to integrate newcomers;
- Support community-based knowledge-sharing and local strategic planning;
- Improve coordination of effective services that facilitate newcomer settlement and integration.

Funded by:

Financé par :

Grey Bruce Local Immigration Partnership

This initiative will address the isolation of newcomers in a large geographic area by increasing our capacity for ***coordination, connection and collaboration*** to foster a welcoming community.

Funded by:

Financé par :

Role of the Partnership Council

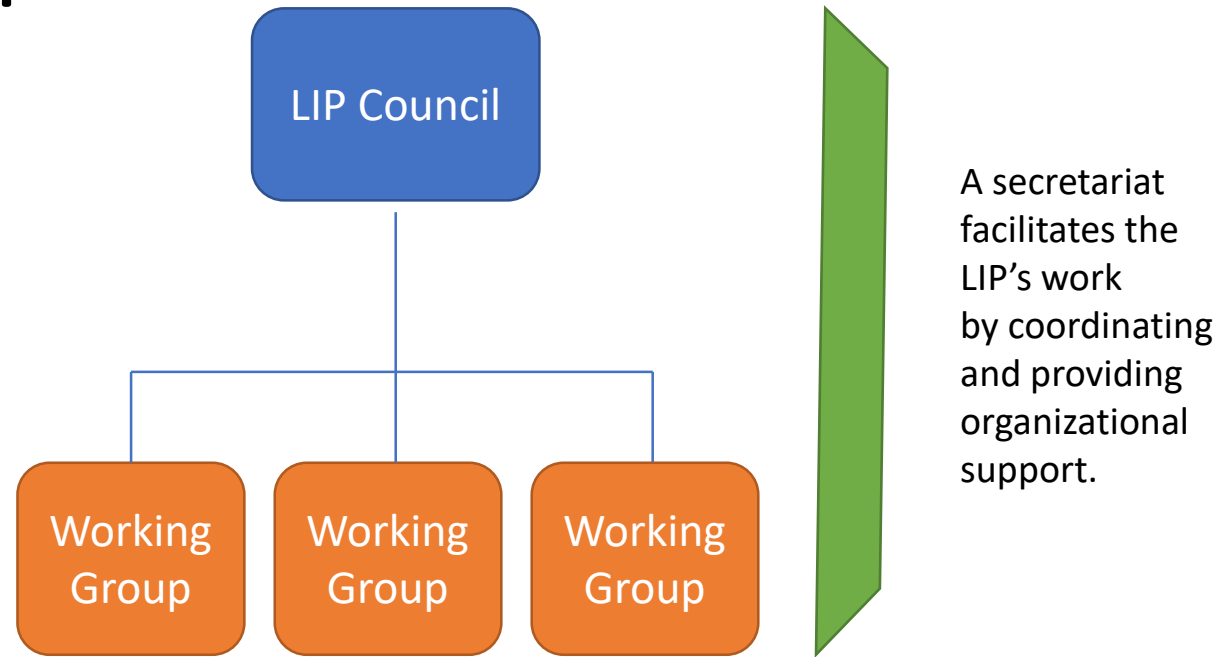
LIPs come from a recognition that large-scale social change is the result of better cross-sector coordination rather than the isolated efforts of individual organizations.

The Grey Bruce Local Immigration Partnership Council is the strategic planning body that will ensure that multiple stakeholders participate in **coordination, connection and collaboration.**

Funded by:

Financé par :

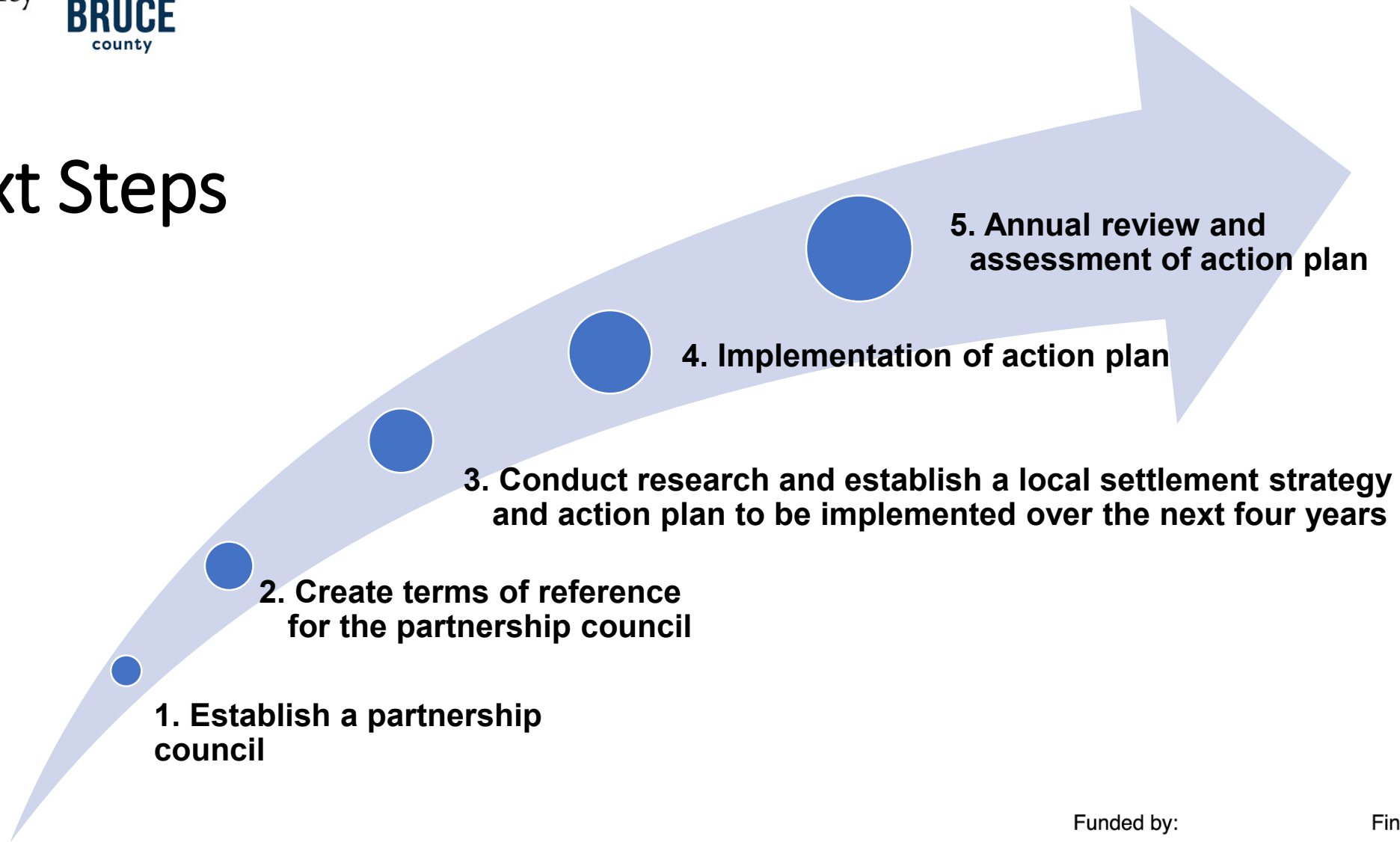
Partnership Council



Funded by:

Financé par :

Next Steps



Funded by:

Financé par :

What does success look like?

1. Improved outcomes for newcomers.
2. Newcomer needs assessed in a coordinated manner and enhanced awareness of needs among a wider array of community partners.
3. Expanded number and diversity of cross-sectoral stakeholders.
4. Broad-based partnerships developed for planning and setting priorities.
5. Services better coordinated at the community level and improved accessibility to (and coordination with) mainstream institutions.
6. Funding leveraged from alternate sources.
7. Increased awareness of settlement services by newcomers and thereby enhanced uptake.
8. Improved “host” community attitudes and receptivity to newcomers.

Funded by:

Financé par :

Examples of other LIP accomplishments

- The Greater Moncton LIP developed an online survey to gather insight from the region's newcomer entrepreneurs.
- South Okanagan LIP hosted 'CONNECT 2018 Trades Forum' which supported newcomers in discovering career paths in the skilled trades.
- Windsor Essex LIP 'We Speak' project coordinated health service providers access to translation services.
- St. Thoman Elgin LIP created resources and a training module called 'Before you Sign'
- [WE LIP Year In Review](#)

Funded by:

Financé par :

Grey Bruce Settlement and Language Services



YMCA of Owen Sound
Grey Bruce



Welcoming Communities
Grey Bruce





What are Settlement Services ?

- Services for newcomers to Canada
- **Free:** fully funded by the IRCC (Immigration, refugee and citizenship Canada) for eligible clients
- **One on one Support**
- **Mobile service Delivery**
- **Private and confidential**
- **Offer Language Interpretation**



1. Needs Assets Assessment and Referrals

Here Are Some Ways We Can Help:

- ✓ Complete forms, applications and other documents
- ✓ Navigate local systems
- ✓ Find other programs and services within the community
- ✓ Provide referrals to programs and services
- ✓ Communicate with employers, landlords, social and government services, legal services and more
- ✓ Learn about Canadian life and culture
- ✓ Assistance and referral for Education Licensing And Accreditation



2. Information and Orientation

We offer group or one-on-one information sessions about important settlement topics

Speakers from community and government agencies are invited to deliver up to date information about their services.

Some examples of topics that could be covered:

- **Citizenship classes**
- Banking in Canada
- Getting ready for school
- Protecting yourself from fraud and scams
- Canadian laws and police
- Housing





3. Community Connections



Conversations Circles



**Field trips in the
community**



**Assistance in making
community
connections**



**Collaborate with existing
employment service
providers to assist with
workplace integration**



4. LINC – Language Classes

- ❖ English language classes are offered to prepare for citizenship, education or employment
- ❖ A (CLB) Canadian Language Benchmark Assessment must be completed in order to participate in these classes
- ❖ We have certified instructors that use everyday tasks and real-world examples in the LINC language training program, to teach reading, writing, listening and speaking skills within the framework of the Canadian Language Benchmarks
- ❖ Levels taught are Literacy to CLB 6

Funded by:

Financé par :



Immigration, Refugees
and Citizenship Canada

Immigration, Réfugiés
et Citoyenneté Canada





Achievements

- Local Service Provider for credential accreditation and language proficiency certification
- Local and engaging LINC classes
- Inclusivity
- Creating connections i.e. continuing education, jobs and job search support





Contact Information

Grey Bruce Settlement and Language Services

Email us : **settlement@osgb.ymca.ca**

Phone us: **519-371-9222 ext. 6 or 519-379-5535**

Professional Building - YMCA Community Initiatives

945 3rd Avenue East, Suite 24, Owen Sound ON N4K 2K8

Funded by:	Financé par :
 Immigration, Refugees and Citizenship Canada	Immigration, Réfugiés et Citoyenneté Canada

YOUR SETTLEMENT TEAM

Melissa D'Souza Harris
Settlement Worker
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Ian Heft
Language Instruction Lead
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Suneet Kukreja
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Safak Yildirim
Language Instructor
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Claudia Carleton
Program Coordinator
claudia.carleton@osgb.ymca.ca

Township of Southgate
Administration Office
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Dundalk, ON N0C 1B0



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Toll Free: 1-888-560-6607
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Web: www.southgate.ca

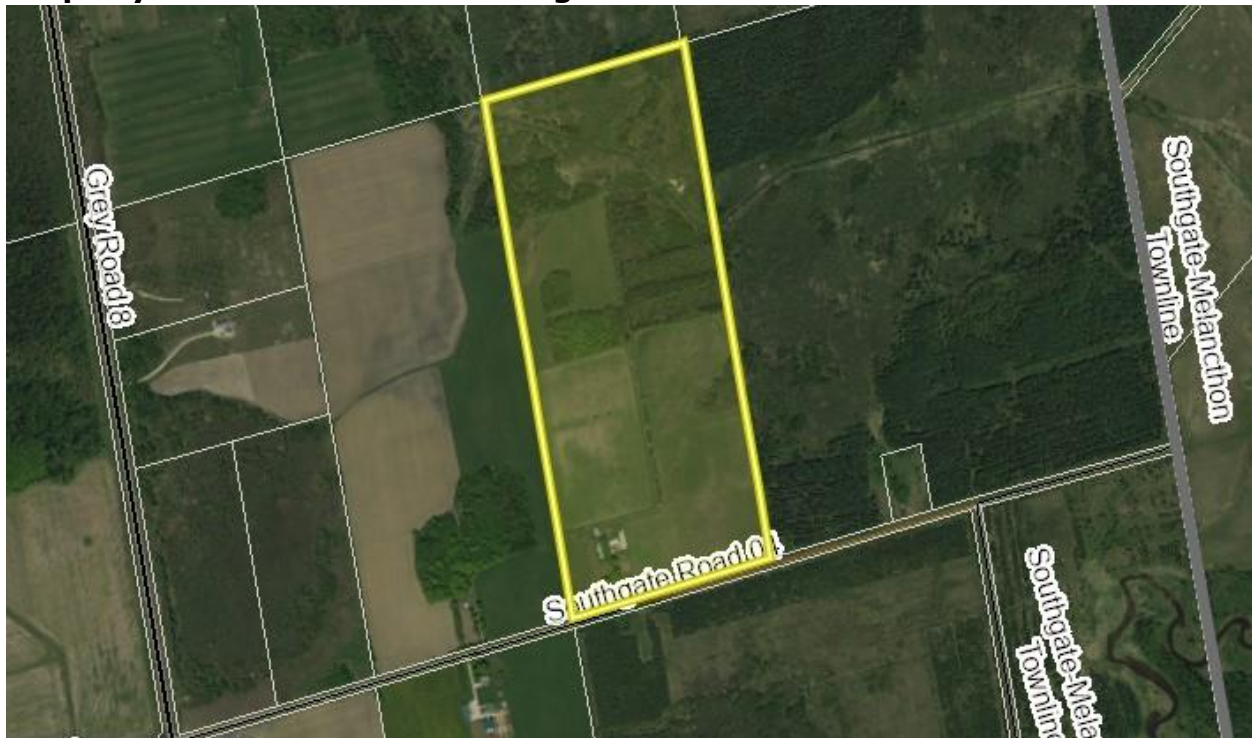
Staff Report PL2020-040

Title of Report: PL2020-040-C5-20 Halfway Fabrication Inc.
Department: Clerks
Branch: Planning Services
Council Date: October 7, 2020

Recommendation:

Be it resolved that Council receive Staff Report PL2020-040 for information; and
That Council consider approval of By-law 2020-114.

Property Location: 046719 Southgate Road 04



Subject Lands:

The subject lands are described as Con 3, Lot 40 and are approximately 40ha (100 acres). The lands have frontage on Southgate Road 04.

The Proposal

The purpose of the zoning by-law amendment application is to allow for the construction and establishment of an On-Farm Diversified Industrial use being a Dry Industrial use shop. The applicant wishes to construct a shop that would be up to 750m² including office and power room. The outside storage would be 500m².

Background

A Public meeting was held virtually on September 23, 2020. Supporting documents and comments posted on the website are available at:

<https://www.southgate.ca/en/municipal-services/planning-applications-public-notice.aspx#C5-20-Halfway-Fabrication-Inc->

The comments received include:

GRCA has no concerns with the subject application.

The County of Grey indicate that provided positive comments are received from the Conservation Authority regarding the Hazard Lands, the Other Wetlands and the stream, County planning staff have no further concerns with the subject application.

Historic Saugeen Metis have no objection or concerns with the proposed development.

Building Department indicate that they have no objection and that applicable permits will be required and that a barrier free washroom is required.

Public works indicate that it is a rural gravel road standard and that the entrance must meet commercial width entrance requirements.

There were no comments from the public.

Financial Considerations:

The following is an example of the increased tax revenue associated with the addition of a 600m² industrial shop on a residential farm property:

2018	Assessment	Tax Rate	Taxation
RT (Residential)	\$ 250,000	1.236937%	\$ 3,092.34
FT (Farm)	\$ 300,000	0.309235%	\$ 927.71
	<u>\$ 550,000</u>		<u>\$ 4,020.05</u>

2019	Assessment	Tax Rate	Taxation
RT (Residential)	\$ 255,900	1.253103%	\$ 3,206.69
FT (Farm)	\$ 365,468	0.304605%	\$ 1,113.23
	<u>\$ 621,368</u>		<u>\$ 4,319.92</u>
JT (Industrial)	\$ 150,000	3.059331%	\$ 4,589.00
	<u>\$ 771,368</u>		<u>\$ 8,908.92</u>

Of the total taxes of \$8,908.92 above, the Township receives \$4,569.04 (\$2,046.34 pertaining the shop), The County receives \$2,227.56 and the local Board of Educations' receive \$2,112.32.

This is increased revenue every year and therefore after a period of 10 years one shop without including the residence or its portion of Education and County taxes, would generate \$20,463.40 in additional tax revenue for the Township. The entire tax revenue generated could be directed by the Township to the Road budget if necessary, however it should be pointed out, that roads often have a lifespan greater than 10 years. Building the industrial shop would also generate \$17,456.92 in Development Charge revenue.

With the above information we can compare projected revenues from pre and post development. Over a 10-year period, without the development, the Township would collect \$40,200.50 in property taxes. This number would further be divided by the County and Education portions of the taxes collected. Over a ten-year period, with the development, the Township would collect \$106,546.12 in property taxes and development charge revenue, which is 2.65 times that if nothing had developed.

Based on the above the proposed shop would be a benefit to the Township financially.

Staff Review

Staff reviewed this application based on the Planning Act, the Provincial Policy Statement (PPS), Southgate Official Plan and the Zoning By-law.

The Provincial Policy Statement 2020 (PPS)

The PPS has been reviewed in its entirety, however, only the most relevant policies have been identified below. The subject land would constitute "Rural Area" under the definition of the PPS. The PPS allows for a variety of uses in the rural areas:

1.1.4.1 In rural areas located in municipalities:

f) promoting diversification of the economic base and employment opportunities through goods and services, including value-added products and the sustainable management or use of resources;

The PPS supports the diversification of the rural economy. The proposed secondary use shop will support farming and grow the rural economic base. The lands are categorized as Rural lands by the PPS. Below is a review of those policies.

Section 1.1.5.2 On rural lands located in Municipalities, permitted uses are:

- a) the management or use of resources;
- b) resource based recreational uses (including recreational dwellings);
- c) limited residential development;
- d) home occupations and home industries;
- e) cemeteries; and
- f) **other rural land uses.**

The proposed shop is considered a permitted use in the rural area and considered as "other rural land uses".

Section 1.1.5.3 Recreational, Tourism and other economic opportunities should be promoted.

1.1.5.4 Development that is compatible with the rural landscape and can be sustained by rural service levels should be promoted.

The volume of traffic associated with this proposal can be sustained by rural service levels. The Site Plan Control process will also provide for screening and limitations on the operation to ensure that it remains small scale and blends in with the Rural area.

1.1.5.5 Development shall be appropriate to the infrastructure, which is planned or available, and avoid the need for the unjustified and or uneconomical expansion of this infrastructure.

The proposed shop is appropriate for the area and the Rural infrastructure currently in place and will not necessitate an expansion of infrastructure.

1.1.5.7 Opportunities to support a diversified rural economy should be promoted by protecting agricultural and other resource-related uses and directing non-related development to areas where it will minimize constraints on these uses.

This policy is directly supportive of Industrial shops and provides advice to the Township to promote them and direct non-agriculturally related uses to other areas of the Township.

1.1.5.8 Agricultural uses, Agricultural –related uses, on-farm diversified uses and normal farm practises should be promoted and protected in accordance with provincial standards.

Again, this policy advises the Township to promote and protect agricultural, agricultural related uses and on farm diversified uses. The shop will broaden the tax base and provide additional employment in the Township.

The definitions of Agricultural use, Agricultural related use and on farm diversified use are provided below from the PPS.

All of the shops being proposed within the Township at the present time fall within one of the three definitions below and are therefore consistent with the definitions within the Provincial Policy.

Agricultural use "means the growing of crops, including nursery, biomass, and horticultural crops; raising of livestock; raising of other animals for food, fur or fibre, including poultry and fish; aquaculture; apiaries; agro-forestry; maple syrup production; and associated on-farm buildings and structures, including, but not

limited to livestock facilities, manure storages, value retaining facilities, and accommodation for full time farm labour when the size and nature of the operation requires additional employment.”

Agricultural related uses: means those farm uses related commercial and farm related industrial uses that are directly related to farm operations in the area, support agriculture, benefit from being in close proximity to farm operations, and provide direct products and or services to farm operations as a primary activity.

On farm diversified uses: “means uses that are secondary to the principal agricultural use of the property and are limited in area. On-farm diversified uses include, but are not limited to, home occupations, home industries, agri-tourism uses, and uses that produce value added agricultural products.”

Based on the above, the proposal is consistent with Provincial Policy.

Minimum Distance Separation (MDS)

Regarding MDS, it has been reviewed and there are no barns that will be negatively impacted by the proposed metal and fabricating shop. Staff have reviewed the MDS information provided and there are no concerns regarding MDS.

The proposal will not hinder surrounding agricultural operations and will not require infrastructure development. The proposal is consistent with the definitions and policies of the PPS including promoting diversification of the economic base and employment opportunities. Based on the foregoing, the proposal appears to be consistent with the PPS.

Township Official Plan

The Township of Southgate Official Plan (OP) designates the subject lands “Rural” and “Hazard lands”. The OP provides for small scale commercial and industrial uses on properties greater than 20ha to a maximum of 750m² in size. The maximum outside storage is 500m² in addition to the 750m² building size. The proposal is to permit a shop, power room and power room no larger than 750m². The exact size of the structure will be finalized during the site plan control process. The outdoor storage area will be 500m². The proposal complies with the above policy as well as when you look at the definition of small scale below.

The Official Plan defines Small Scale on parcels larger than 20 hectares as: a maximum structure size of 750m² and a maximum outdoor storage display area of 500m² will be permitted. If the structure is less than 750m², the outside display area may be increased, so that the combined outside display area and structure does not exceed 1250 square meters.

The proposal meets this definition and is therefore considered small scale under the policies of the Township Official Plan.

The Township Official Plan section 5.2.1 Rural designation permitted uses include the following:

“iv. small scale commercial and industrial uses;”

As noted above, the proposal meets the Official Plan Definition of Small Scale and is therefore considered a permitted use in the Rural Designation.

Section 5.2.3 Development Policies

“5. For new or expanding small scale commercial and industrial uses, where the arm parcels are greater than 20 hectares, a maximum structure size of 750 square metres and a maximum outdoor storage size of 500 square meters will be permitted. Where the maximum structure size is less than 750 square metres, more outdoor storage space will be permitted up to a combined maximum of 1250 square metres. For those parcels less than 20 hectares, a maximum structure size of 250m² and a maximum outdoor storage area of 750m² will be permitted. The applicant must demonstrate that the proposed use is not better suited in a designated settlement area. These uses will only be permitted, subject to satisfying the Development Policies as outlined in this Section. Council may, in future limit the commercial or industrial use through the implementing zoning By-law Amendment.

6. That the location of the non-farm use imposes no operating constraints to an existing farm operation. Any non-farm land use must comply with the Minimum Distance Separation Formulae.”

The proposal is consistent with the Development policies of the Official Plan and through site plan control will blend in with the Rural landscape. The proposal will assist the farming operation by providing support in the form of income and proximity to the farming operation to allow the farming operation to continue to be located in this area. While a use like this could potentially be situated in an industrial park, it is in my opinion, better suited to the rural area because it allows farming to continue on the property and supports the agricultural community. The shop broadens the tax base and supports the rural economy while operating using minimal infrastructure and servicing. Furthermore, it allows those citizens who rely on animals for transportation to live and work in the same area.

Zoning By-law

The subject property is currently zoned Agricultural (A1), and Environmental Protection (EP). The proposed amendment would provide an exception to the agricultural zone to permit the proposed shop. The new zoning exception would be Agricultural exception 461 (A1-461). Site Plan control will also be required in order to reflect the new building size and location.

Conclusions

Based on the above policy review and the information provided and comments received, the proposal is consistent with the Policies of the Provincial Policy Statement, The County of Grey Official Plan, The Township of Southgate Official Plan. The proposed zoning by-law amendment should, therefore, be approved, and is considered appropriate for the area and good land use planning.

Respectfully Submitted,

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



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

Attachments: None

The Corporation of the Township of Southgate
By-law Number 2020-114

being a by-law to amend Zoning By-law No. 19-2002, entitled the
"Township of Southgate Zoning By-law"

Whereas the Council of the Corporation of the Township of Southgate deems it necessary to pass a by-law to amend Zoning By-law No. 19-2002; and

Whereas pursuant to the provisions of Section 34 of the Planning Act, R.S.O. 1990, as amended, by-laws may be amended by Councils of municipalities.

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

1. **That** Schedule "47" to Zoning By-law No. 19-2002 is hereby amended by changing the zone symbols on a portion of the lands described as Con 3, lot 40, geographic Township of Proton, in the Township of Southgate. Further described as 046719 Southgate Road 04 and shown on Schedule "A", affixed hereto, from:

- **Agricultural (A1) to Agricultural Exception (A1-461)**

2. **That** Section 33 to By-law No. 19-2002 is hereby amended by adding the following :

"33-461 Con 3, Lot 40 (Proton)	A1-461	Notwithstanding the provisions of Section 6, or any other provisions to the contrary, the lands zoned A1-461 shall be subject to the following regulations in relation to an additional permitted use of a small scale industrial use: <ul style="list-style-type: none">a) The use shall remain secondary to the principal use of the property, being an agricultural use.b) Maximum combined area of structures (shop, office and power room) shall be 750m².c) Maximum outdoor storage shall be 500m²d) Outdoor storage shall be screened from view. A planting strip may be used as a screen. Alternative measures by way of a fence may be installed where tree planting is not appropriate.
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3. **That** Schedule "A" and all other notations thereon are hereby declared to form part of this by-law; and
4. **That** this by-law shall come into force and take effect upon being passed by Council subject to any approval necessary pursuant to the Planning Act R.S.O. 1990, as amended.

Read a first, second, and third time and finally passed this 7th day of October 2020.

John Woodbury – Mayor

Lindsey Green – Clerk

Explanatory Note

This by-law applies only to those lands described as Concession 3, Lot 40, geographic Township of Proton, in the Township of Southgate. The purpose of the zoning bylaw amendment application is to allow for a small scale industrial shop being an On Farm Diversified Industrial use. The applicant wishes to build a 750m² shop including office and power room. The outside storage will be limited to 500m².

The effect of the proposed zoning by-law amendment would be to change the zone symbol on a portion of the property from Agricultural (A1) to Agricultural exception 461 (A1-461) to permit the proposed shop and outside storage. No other changes are being proposed at this time.

The Township of Southgate Official Plan designates the subject lands Rural and Hazard lands.

Schedule "A"

By-Law No. _____

Amending By-Law No. 19-2002

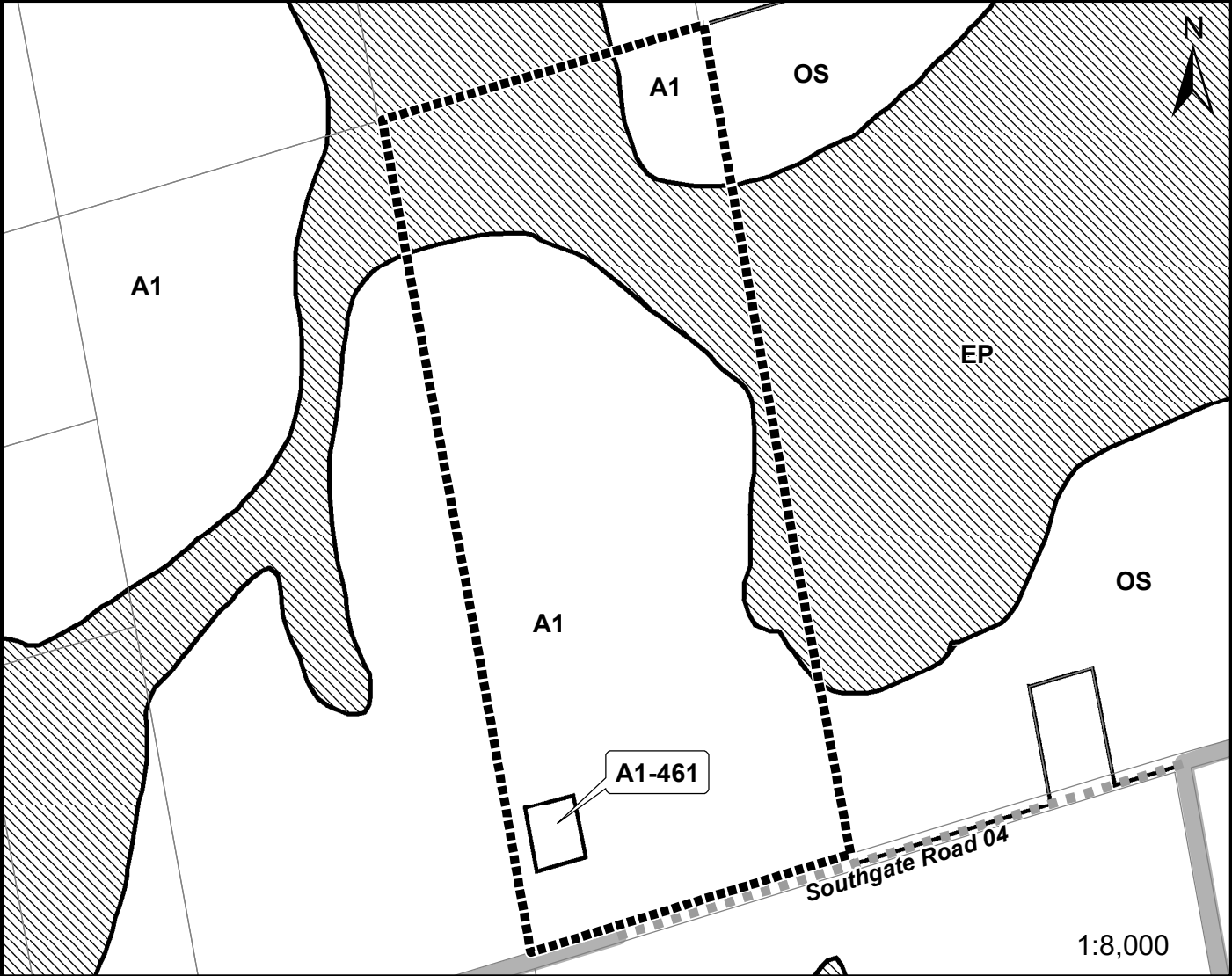
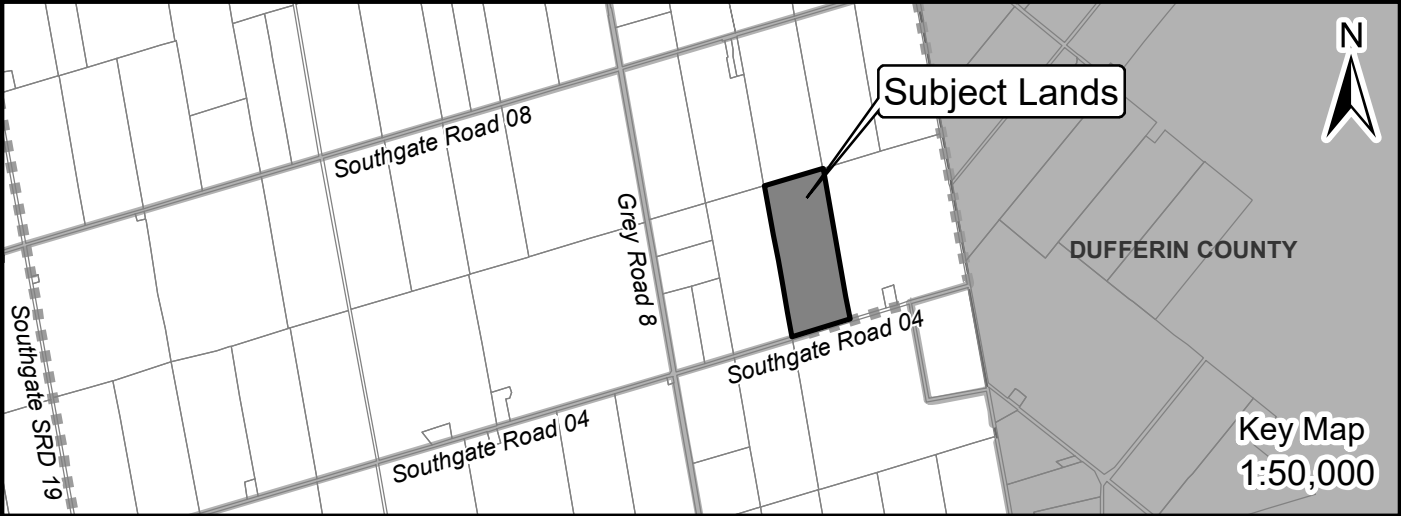
Township of Southgate
(Geographic Township of Proton)

Date Passed: _____

Signed: _____

John Woodbury, Mayor

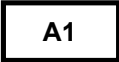
Lindsey Green, Clerk



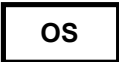
Legend



Lands subject to amendment



Agricultural



Open Space



Environmental Protection

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 PL2020-046

Title of Report: PL2020-046-SP10-20 Joseph Hoover
Department: Clerks
Branch: Planning Services
Council Date: October 7, 2020

Recommendation:

Be it resolved that Council receive Staff Report PL2020-046 for information; and
That Council consider approval of By-law 2020-106 authorizing the entering into a Site Plan Agreement.

Property Location:



Background:

This Site Plan Agreement implements a Zoning Bylaw amendment for a rural industrial shop. The subject lands are currently zoned as Agricultural Exception A1-95 and Agricultural exception A1-431 for the shop along with portions of Environmental Protection (EP).

Staff Comments:

The Site Plan and Site Plan Agreement address a number of issues to mitigate potential conflicts with neighbouring land uses. The agreement attempts to mitigate concerns raised by on farm shops and it includes the following:

1. Providing landscaping and screening to blend it in with the Surrounding Area. The screening trees are to be a minimum 1.5m in height and coniferous in order to provide screening of the outdoor storage areas and to blend the building in with the landscape.
2. Ensuring that in the event of a complaint all doors and windows will remain closed during operation. The large garage and loading doors are oriented away from the Road.
3. Applying dust control measures at the Townships discretion.

The closest residential lot is approximately 400m to the north across Highway 10 in the neighbouring Township. The large garage doors are oriented away from the road. The agreement also requires the owner to provide proof of application to the MOE for the Certificates of Approval for air, noise and dust emissions if required. A key map of the area has been provided for your review.

The above provisions will ensure that surrounding land uses are minimally impacted by the proposed development. It is therefore, the recommendation of Township staff to approve the Site Plan and authorize the Mayor and Clerk to sign the Site Plan Agreement.

Financial Implications:

None

Concluding Comments:

Based on the above it is recommended that the Council receive this staff report and consider approval of By-law 2020-106 authorizing the agreement.

Respectfully Submitted,

Municipal Planner:

Original Signed By

Clinton Stredwick, BES, MCIP, RPP



CAO Approval:

Original Signed By

Dave Milliner, CAO

Attachments: None

The Corporation of the Township of Southgate
By-law Number 2020-106

Being a by-law to authorize the execution of a Site Plan Control Agreement

Whereas Section 41 of the Planning Act, RSO 1990, Chapter P.13 as amended authorizes municipalities to designate areas of Site Plan Control, and to subsequently enter into agreements with respect to the conditions of development or redevelopment of lands in areas of Site Plan Control; and

Whereas all of the lands within the Township are designated as a Site Plan Control Area pursuant to the provisions of Section 41 of the Planning Act and By-law 2007-47; and

Whereas the Council of the Township of Southgate deems it expedient to enter into a Site Plan Agreement with the owner,

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

1. **That** a Site Plan Agreement between the Joseph Hoover and the Township of Southgate for the development of the lands described as Con 1 SWTSR, lot 206 Proton, Township of Southgate is authorized. Such agreement being attached hereto as Schedule “A” and which forms a part of this by-law;
2. **That** the Mayor and Clerk are authorized to sign the Site Plan Agreement on behalf of the Council of the Corporation of the Township of Southgate in substantially the form as that set out in Schedule A;
3. **That** the Clerk is authorized and directed to cause notice of the Site Plan Agreement to be registered on the title to the said lands forthwith after it has been signed by all parties; and
4. **That** this By-law shall come into full force and effect upon the final passing hereof.

Read a first and second time this 7th day of October 2020.

Read a third time and finally passed this 7th day of October 2020.

Mayor – John Woodbury

Clerk- Lindsey Green

THE CORPORATION OF
THE TOWNSHIP OF SOUTHGATE

SITE PLAN AGREEMENT

THIS AGREEMENT made in triplicate this_____ day of_____, 2020

Between: Joseph Hoover

(hereinafter called the "OWNERS" OF THE FIRST PART)

- and -

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

(hereinafter called the "TOWNSHIP" OF THE SECOND PART)

WHEREAS the OWNERS represents that they are the owners of these lands and premises in the Township of Southgate in the County of Grey, being more particularly described in s Schedule "A"

AND WHEREAS the OWNERS have applied to the TOWNSHIP to permit development on the OWNER'S lands;

AND WHEREAS the Encumbrancer(s) (if any) hold registered security interests in the lands and all Encumbrancers of the lands are included as parties to this Agreement

AND WHEREAS the OWNERS have agreed with the TOWNSHIP to furnish and perform the works, material, matters and things required to be done, furnished and performed in the manner hereinafter described in connection with the proposed use of the subject lands;

AND WHEREAS the said lands have been designated by the Council of the TOWNSHIP as being within a site plan control area as provided by Section 41 of the Planning Act, R.S.O. 1990, as amended;

NOW THEREFORE witnesseth that in consideration of other good and valuable consideration and the sum of one -----(\$1.00)-----DOLLAR of lawful money of Canada now paid by the TOWNSHIP to the OWNER, the receipt whereof is hereby acknowledged, the OWNERS and the TOWNSHIP covenant, declare and agree as follows:

SECTION 1 - LANDS TO BE BOUND

1. The lands to be bound by the terms and conditions of this Agreement (sometimes referred to as "the subject lands"), are located in the geographic Township of Proton, in the TOWNSHIP OF SOUTHGATE, and are more particularly described in Schedule "A".

SECTION II - COMPONENTS OF THE AGREEMENT

1. The text and the following Schedules, which are annexed hereto, constitute the components of this Agreement.

Schedule "A" - Legal Description of the Lands being developed.

Schedule "B" - Site Plan(s)

SECTION III - REGISTRATION OF AGREEMENT

1. This Agreement shall be registered on title to the said lands as provided for by Section 41(10) of the Planning Act, R.S.O., 1990, as amended, at the expense of the OWNERS;
2. The OWNERS agree that all documents required herein shall be submitted in a form suitable to the TOWNSHIP and suitable for registration, as required;
3. The PARTIES agree that this Agreement must be registered against the OWNERS' lands within forty-five (45) days of the execution thereof by both parties.

SECTION IV - BUILDING PERMITS

1. The OWNERS agree to not request the Chief Building Official to issue any further building permits to carry out the development until this Agreement has been registered on title to the lands described in Schedule "A" attached hereto and a registered copy of same has been provided to the Township.
2. It is agreed that if the OWNERS fail to apply for any building permit or permits to implement this Agreement within 12 months from the date upon which such building permit would be available, then the TOWNSHIP, at its option has the right to terminate the said Agreement and require that a new Site Plan Agreement be submitted for approval and execution.

SECTION V - PROVISIONS

1. **THIS AGREEMENT** applies to works related to the entire subject lands and includes the exterior of existing buildings, new structures, drainage and servicing and entrance as required. Agricultural and residential uses are not applicable to Site Plan Agreement in accordance with section 41 of the Planning Act and By-law 2007-47.
2. **The OWNERS** further covenant and agree to develop the subject lands in accordance with the Site Plan being Schedule "B" attached hereto, and that no work will be performed on the subject lands except in conformity to all provisions of this Agreement.
3. **THE OWNERS** agree to carry out on the lands at the work, and to construct, install and maintain at its expense all of the services, works and facilities stipulated, described by words and numbers, and shown in and upon the following Plans, that is:

(i) Submitted Site Plan Drawings;

which Plan is hereinafter called "the Site Plan". Notwithstanding the generality of the foregoing the requirements under this agreement include all of the notes and printed text contained in and on the Plans making up the Site Plan.

4. *Further Description of Work and Location of Site Plan.* Without limiting the generality of the foregoing, all of the specifications and said requirements contained in the said Site Plan, which is on file at Southgate's Municipal Office, shall be adhered to and satisfied by the Owner to the satisfaction of Southgate.
5. *Exterior Fascia.* In order to mitigate possible noise impacts of the facility, the owner agrees that the Chief Building Official or By-law Enforcement Officer, may require, if complaints are received, that all doors and windows remain closed during operating hours.

6. *Storm Drainage -- General.* Notwithstanding the foregoing, the Owner agrees that the storm drainage system on and for the lands shall be designed and constructed to the satisfaction of Southgate at the expense of the Owner.
7. *Entrance.* The entrance to the property is from Highway 10. All development and entrance permits shall be obtained as required from the Ministry of Transportation.
8. *Fire Suppression.* The owner agrees to install all necessary servicing and equipment on the property for fire fighting and fire suppression, at the owners expense. This may include a water reservoir if required under the building or fire code.
9. *Servicing.* The owner is responsible for ensuring that a private well and sewage disposal system are in good working order to accommodate the shop and its employees.
10. *Landscaped Buffering.* The owner agrees to install a landscaped screening buffer where outdoor storage areas are exercised, installed or used, in accordance with the Township of Southgate Zoning By-law. This buffer must be maintained for the purposes of providing a visual barrier. The buffer trees shall coniferous and be a minimum of 1.5m in height. If complaints are received further screening or a fence may be required by the Township at the expense of the owner.
11. *Outside Storage.* Outside storage may only be located in the areas identified on the Site Plan. Stacking in the outside storage area is limited to a maximum height of 3m and in no case will it be higher than the eaves of the workshop.
12. *Dust Control Measures.* The owner agrees to provide for dust control measures such as calcium and water, to mitigate impacts as required by the Township of Southgate. These measures will be required for those areas of the site not asphalted or seeded with grass.
13. *Lighting.* All exterior lighting must be dark sky compliant. It must be pointed downward and remain internal to the site in accordance with the Township of Southgate Standards.
14. *MOE Certificates of Approval (if required).* The Owner shall not commence any work on the lands or cause any work to be commenced on the said public highway until any Certificate of Approval required under the *Environmental Protection Act* and or the regulations made under it has been duly applied for by the Owner and a copy of the application has been filed with Southgate Township.
15. *Postponement and Subordination of Encumbrances.* The Owner covenants and agrees, at its own expense, to obtain and register such documentation from its mortgagees or those holding encumbrances as may be deemed necessary by Southgate to postpone and subordinate their interest in the lands to the interest of Southgate to the extent that this Agreement shall take effect and have priority as if it have been executed and registered prior to the execution and registration of any such mortgages or encumbrances.
16. *Southgate's Professional Fees and Disbursements.* The Owner shall reimburse Southgate for all of its engineering and legal expenses (professional fees and disbursements) in connection with the development and implementation of this Agreement.
17. *Waiver.* The failure of Southgate at any time to require performance by the Owner of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by Southgate of the

performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time. Southgate shall specifically retain its rights at law to enforce this Agreement.

18. *No Challenge to the Agreement.* The parties covenant and agree with each other not to call into question or challenge, directly or indirectly, in any proceeding or action in court, or before any administrative tribunal, the parties' right to enter into and force this Agreement. The law of contract applies to this Agreement and the parties are entitled to all remedies arising from it, notwithstanding any provisions in Section 41 of the Planning Act interpreted to the contrary. The parties agree that adequate consideration has flowed from each party to the other and that they are not severable. This provision may be pleaded by either party in any action or proceeding as an estoppel of any denial of such right.

19. *Enforcement.* The Owner acknowledges that Southgate, in addition to any other remedy it may have at law, may also be entitled to enforce this Agreement in accordance with Section 446 of the *Municipal Act, 2001* as amended.

20. *Mediation.* Without affecting Southgate's statutory right under subsection 41(11) of the said *Planning Act* to, at its complete discretion, invoke the provisions of Section 446 of the *Municipal Act, 2001* as amended regarding any applicable requirement herein in which case this paragraph shall be inoperative and inapplicable, in the event that a dispute relating to this Agreement or its implementation arises that cannot be resolved by negotiation between the parties, the parties agree to use the services of a mediator to attempt to resolve their differences and failing agreement on the procedure to be followed, it shall be conducted in accordance with the rules of procedure for the conduct of mediations of the ADR Institute of Ontario Inc. or its successor body.

21. *Registration.* The Owner consents to the registration of this Agreement or Notice of this Agreement by Southgate on the title to the lands.

22. *Enurement Clause.* The covenants, agreements, stipulations, declarations and provisions contained herein shall run with the lands and shall be binding upon the Owner and its successors and assigns and the benefit thereof shall enure to Southgate and its successors and assigns.

SECTION VI - BINDING PARTIES, ALTERATION, AMENDMENT, EFFECT, NOTICE, PENALTY

1. This Agreement may only be amended or varied by a written document of equal formality herewith duly executed by the parties hereto and registered against the title to the subject lands.

2. The OWNER further agrees to complete the items detailed on Schedule "B" within three (3) years of the date of registration of this Agreement.

3. Following completion of the works, the OWNER shall maintain to the satisfaction of the TOWNSHIP, and at the sole expense of the OWNER, all the facilities or works described in Schedule "B".

4. This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of each of the PARTIES hereto.

5. The Agreement shall come into effect on the date of execution by the TOWNSHIP.

6. The OWNER acknowledges that this Agreement is entered into under the provisions of Section 41(7)(c) of the Planning Act, R.S.O., 1990, as amended.

7. Any notice required to be given pursuant to the terms hereto shall be in writing and mailed or delivered to the other at the following address:

To the OWNER: Joseph Hoover
 772720 Highway 10
 Dundalk, ON. N0C 1B0

To the TOWNSHIP: Clerk
 Township of Southgate
 185667 Grey Rd 9,
 Dundalk, ON.
 N0C 1B0

IN WITNESS WHEREOF the corporate parties have executed this Agreement by affixing thereto their corporate seals, as attested by the hand of their proper signing officers duly authorized in that behalf.

AND IN WITNESS WHEREOF the natural parties hereto have hereunto set their hands and seals. Signing authorized by by-law 2020-106.

SIGNED, SEALED AND
DELIVERED

in the presence of:

Witness

Witness

) {OWNERS' NAMES}

)

)

)

)

)

)

)

) Per: _____

)

)

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) Per: _____

)

) Date: _____

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) Per: _____

)

)

)

) Per: _____

)

)

) Date: _____

)

) We have authority to bind the corporation

**THE CORPORATION OF THE
TOWNSHIP OF SOUTHGATE**

John Woodbury, Mayor

Lindsey Green, Clerk

Schedule "A"

THE LAND

All and singular that certain parcel or tract of land and premises situate, lying and being in the Township of Southgate, in the County of Grey and Province of Ontario, and being composed of:

**Con 1 SWTSR, lot 206, Geographic Township of
Proton, Township of Southgate**

Schedule "B"

SITE PLANS

Drawing #1. Dated October 7th, 2020 and signed by the planner

Drawing #2. Dated October 7th, 2020 and signed by the planner

Drawing #3. Dated October 7th, 2020 and signed by the planner

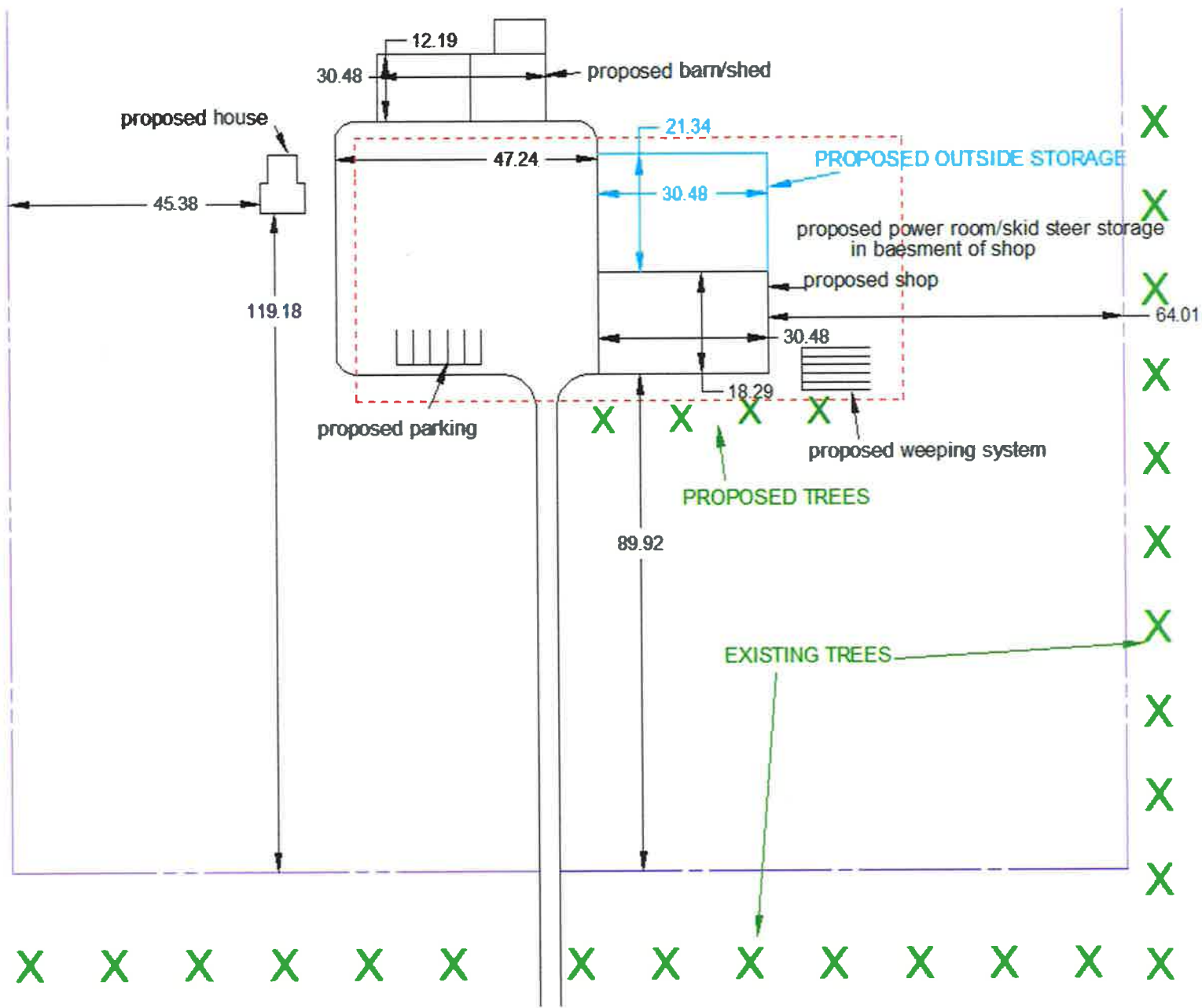
Drawing #4. Dated October 7th, 2020 and signed by the planner

Drawing #5. Dated October 7th, 2020 and signed by the planner

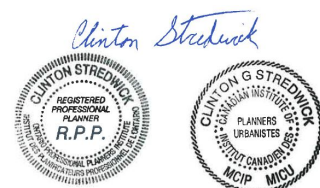
Drawing #6. Dated October 7th, 2020 and signed by the planner

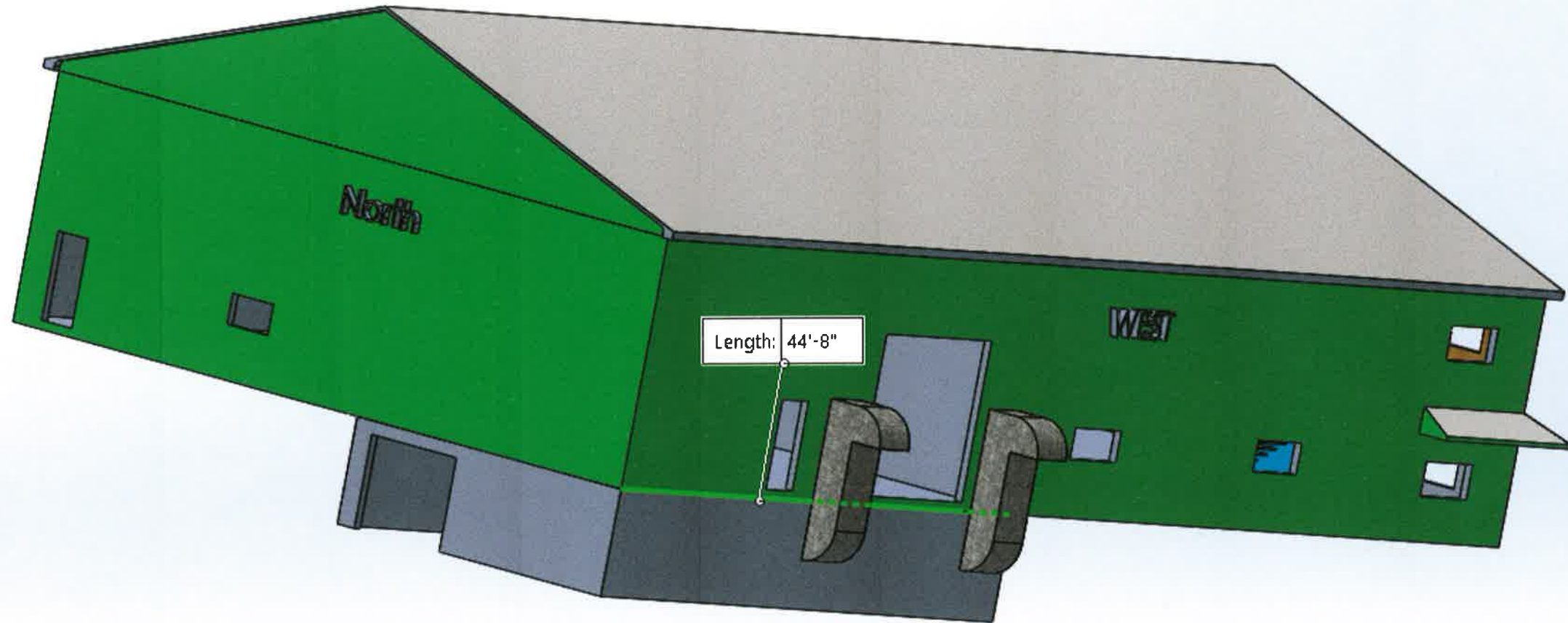
Drawing #7. Dated October 7th, 2020 and signed by the planner

Drawing #8. Dated October 7th, 2020 and signed by the planner



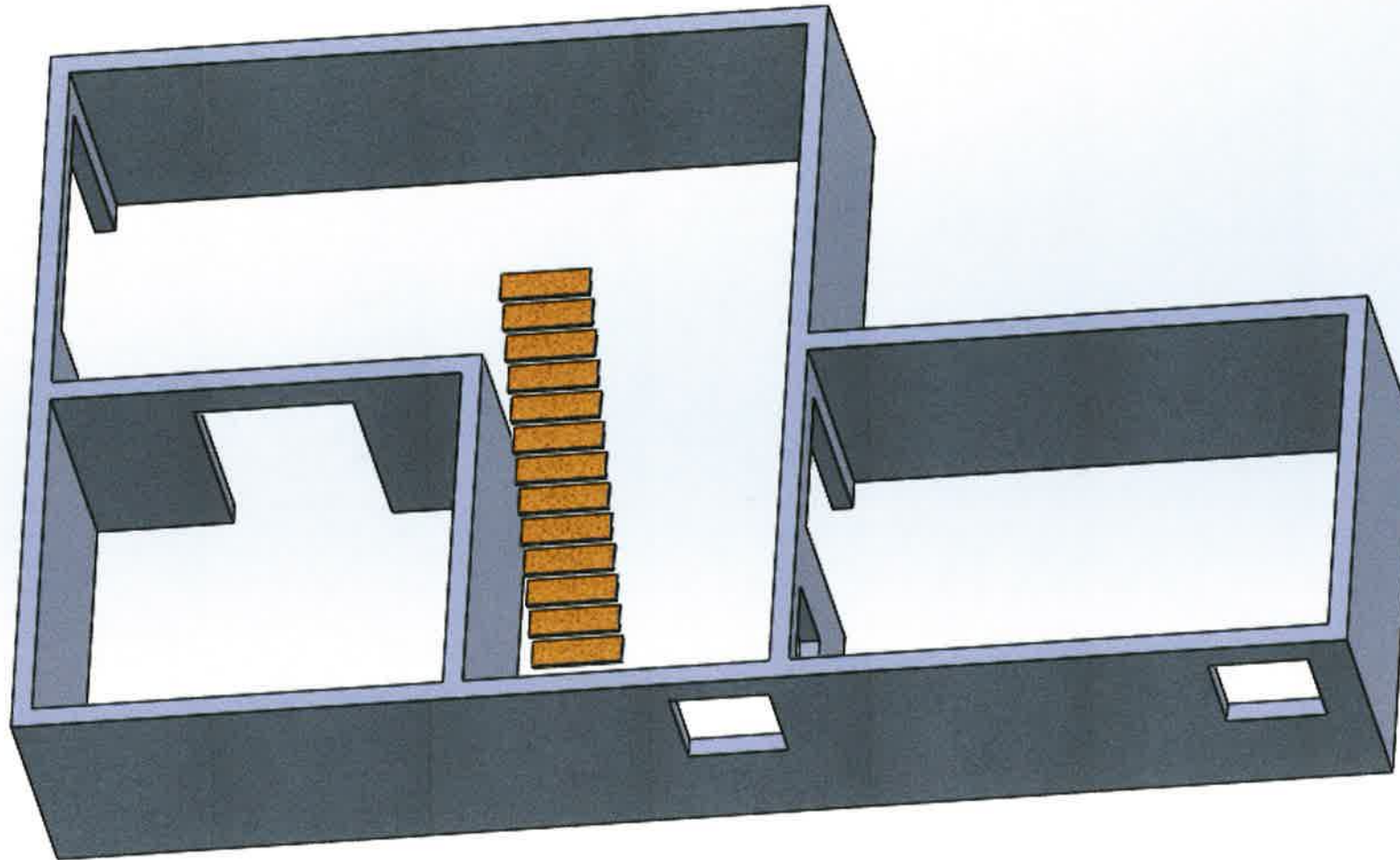
Drawing #1 Dated October 7, 2020



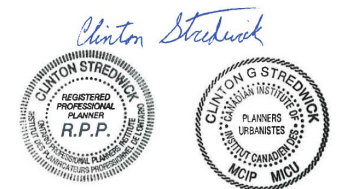


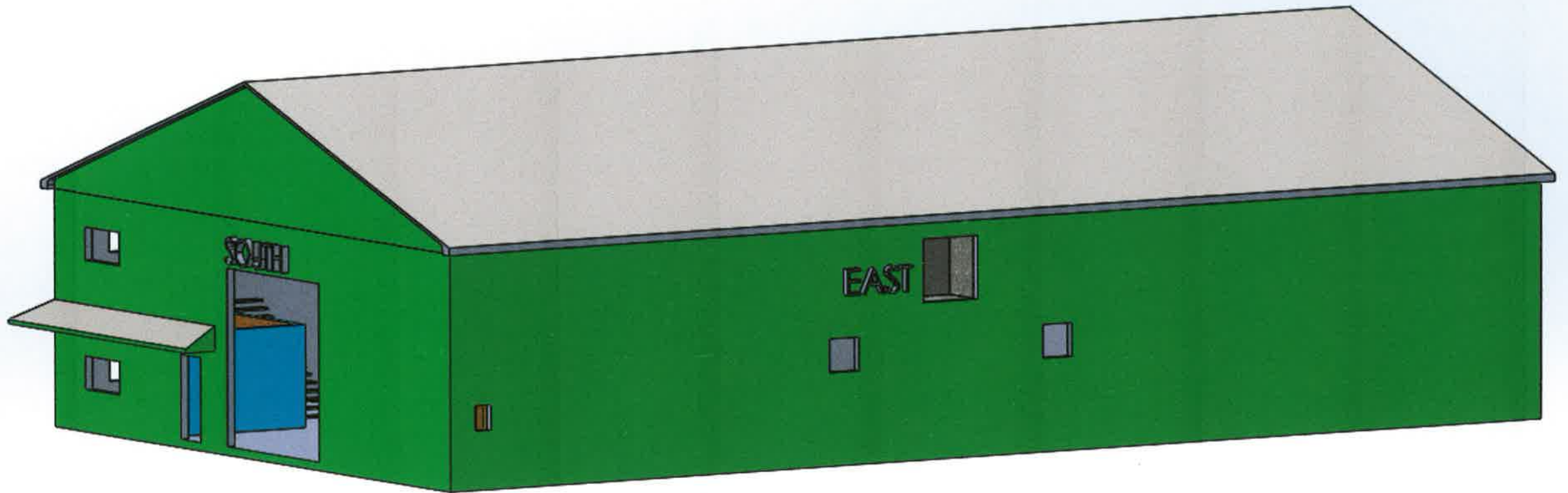
Drawing #2 Dated October 7, 2020



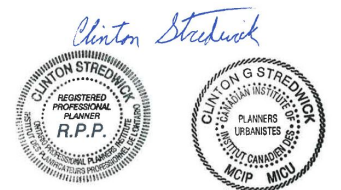


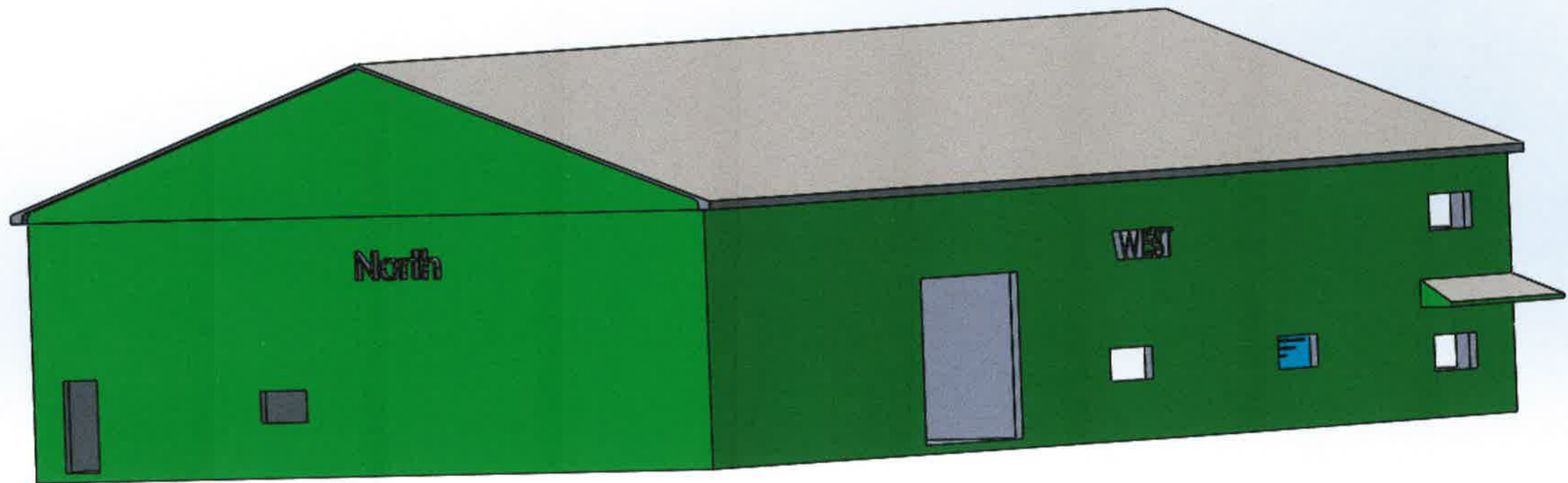
Drawing #3 Dated October 7, 2020





Drawing #4 Dated October 7, 2020

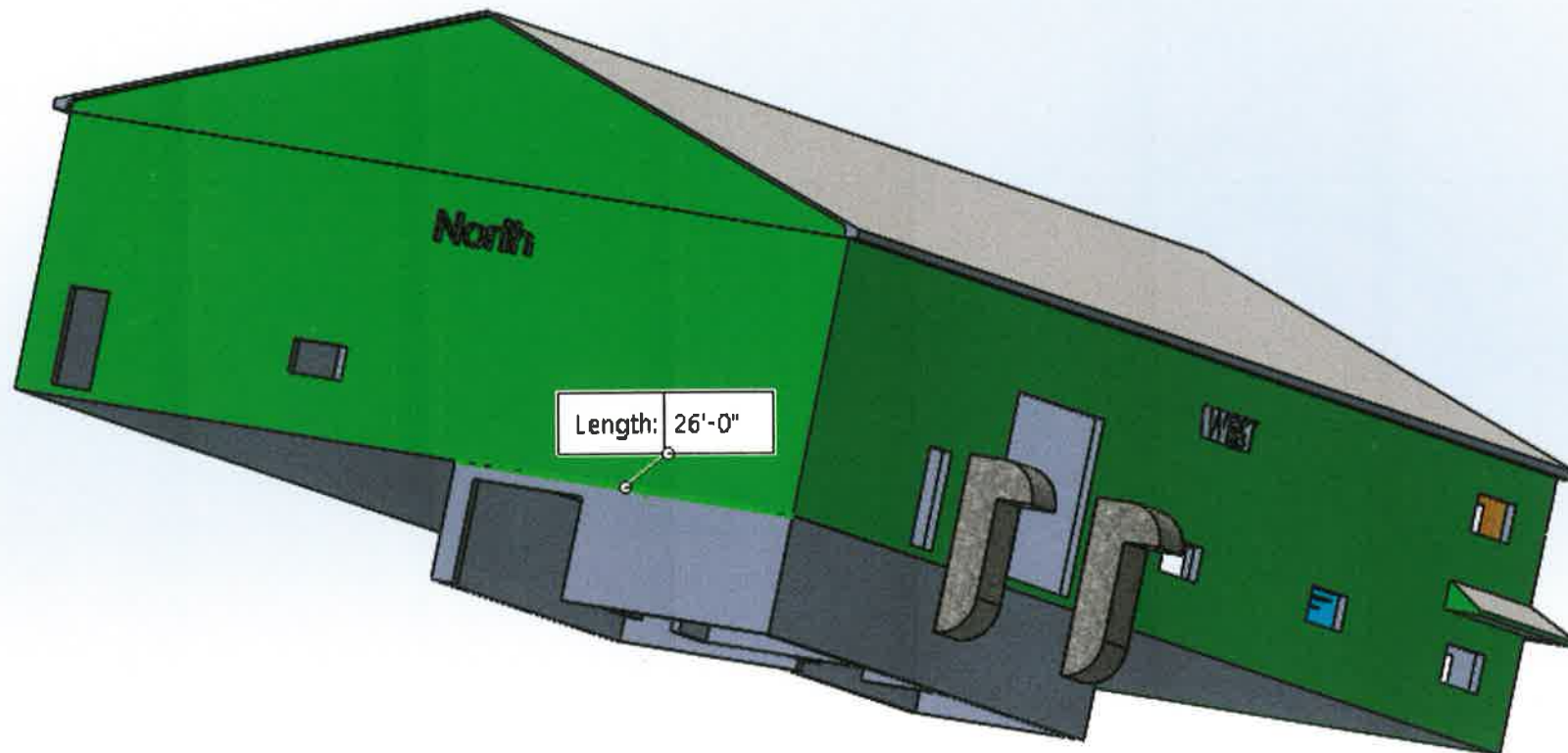




Drawing #5 Dated October 7, 2020

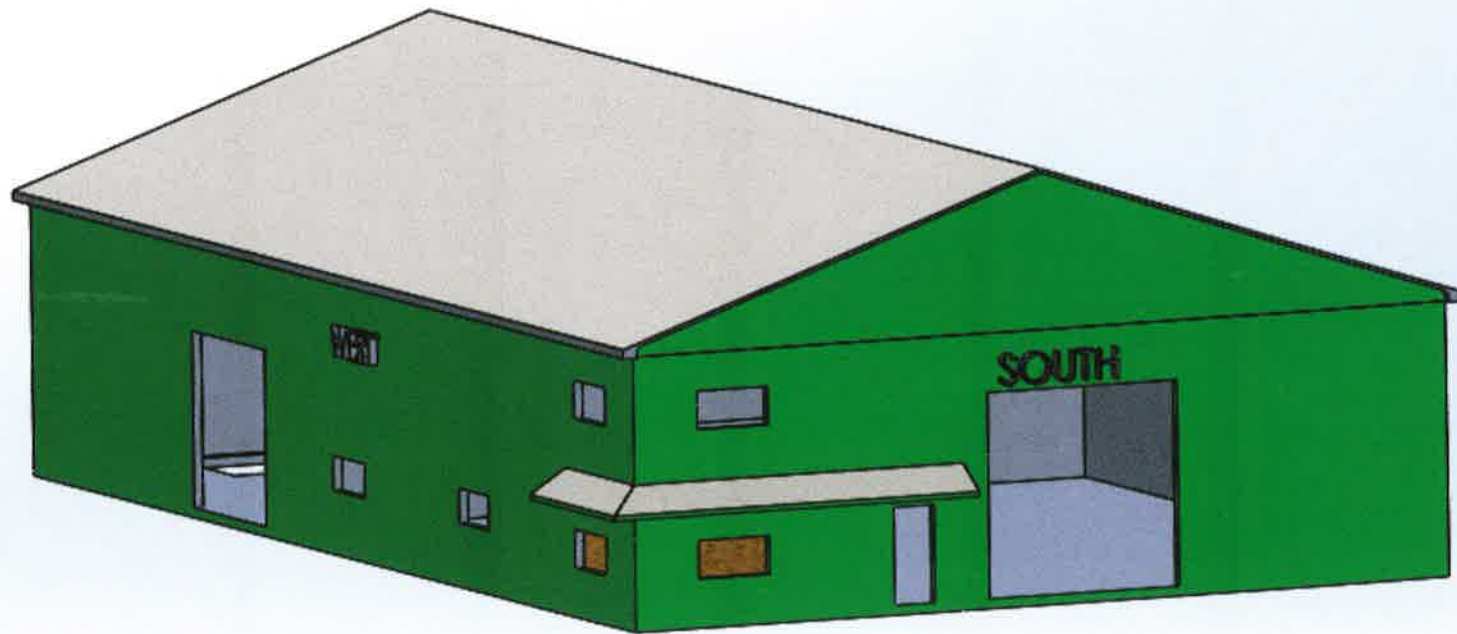
Clinton Stedwick



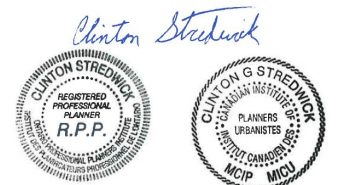


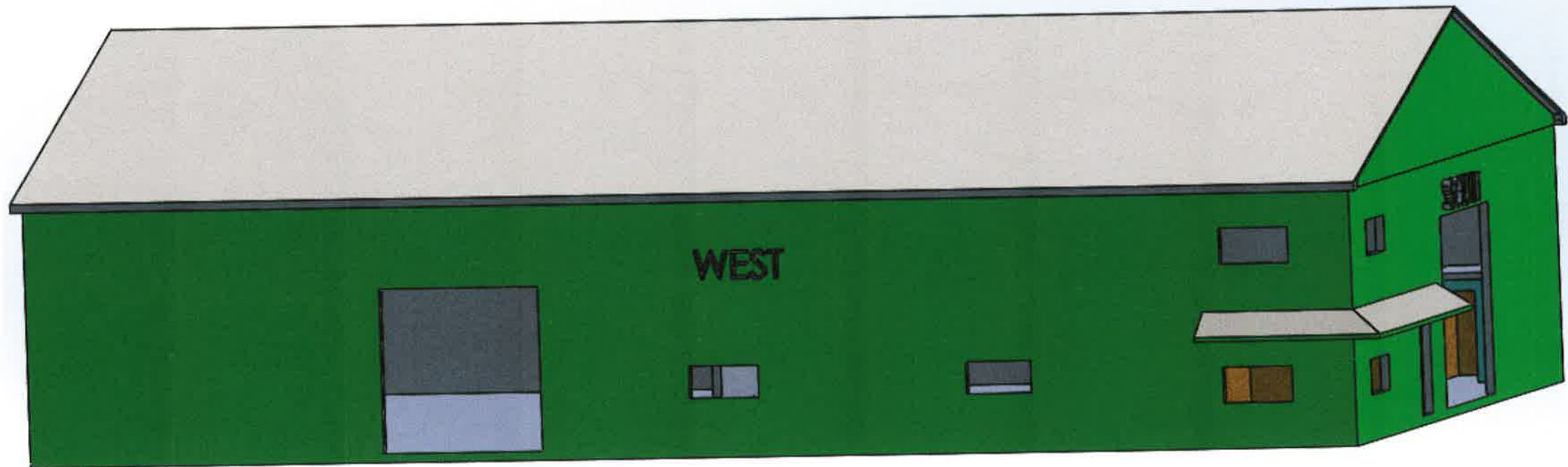
Drawing #6 Dated October 7, 2020





Drawing #7 Dated October 7, 2020





Drawing #8 Dated October 7, 2020

Clinton Stedwick



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 PL2020-064

Title of Report: PL2020-064-SP11-18
Department: Clerks
Branch: Planning Services
Council Date: October 7, 2020

Recommendation:

Be it resolved that Council receive Staff Report PL2020-064 for information; and
That Council consider approval of By-law 2020-118 authorizing the entering into a Site Plan Agreement.

Property Location: Plan 480 BLK E Pt Lot 19 Proton E



Background:

The subject property was rezoned by the Township on May 2, 2018 to C2-411 which permits a pharmacy and provides relief for the parking provisions and allows for the reduced setbacks on the property. This by-law is in full force and effect.

Staff Comments:

A Site Plan application was submitted in 2018 however, the owner was not ready to move ahead with the project at that time and put a pause on the development. In July of this year additional drawings were prepared and submitted to the Township for review. Staff have reviewed the drawings and prepared a draft site plan agreement for Council's consideration. These plans are available with the site plan agreement and by-law.

It is staff's opinion that this proposed site plan will provide for a much need refresh of that particular area of Downtown Dundalk. The architecture and façade of the proposed building will help it blend in with other structures in the downtown.

The site plan agreement requires that stormwater, and services be connected to the site prior to occupancy. It also encourages active transportation by requiring a bike rack or locking post to be made available on the site.

The lighting for the site is to be dark sky compliant including the building signage.

Financial Implications:

There are no negative financial implications for this project.

Concluding Comments:

Based on the above staff are excited to see this new development within Downtown Dundalk and look forward to seeing it completed. Staff are supportive of the proposal and are recommending approval of the site plan agreement.

Respectfully Submitted,

Municipal Planner:

Original Signed By

Clinton Stredwick, BES, MCIP, RPP



CAO Approval:

Original Signed By

Dave Milliner, CAO

Attachments: None

The Corporation of the Township of Southgate
By-law Number 2020-118

Being a by-law to authorize the execution of a Site Plan Control Agreement

Whereas Section 41 of the Planning Act, RSO 1990, Chapter P.13 as amended authorizes municipalities to designate areas of Site Plan Control, and to subsequently enter into agreements with respect to the conditions of development or redevelopment of lands in areas of Site Plan Control; and

Whereas all of the lands within the Township are designated as a Site Plan Control Area pursuant to the provisions of Section 41 of the Planning Act and By-law 2007-47; and

Whereas the Council of the Township of Southgate deems it expedient to enter into a Site Plan Agreement with the owner,

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

1. **That** a Site Plan Agreement between the 2625635 Ontario Inc. and the Township of Southgate for the development of the lands described as Plan 480 BLK E Pt lot 19 Proton St E, geographic Village of Dundalk in the Township of Southgate is authorized. Such agreement being attached hereto as Schedule "A" and which forms a part of this by-law;
2. **That** the Mayor and Clerk are authorized to sign the Site Plan Agreement on behalf of the Council of the Corporation of the Township of Southgate in substantially the form as that set out in Schedule A;
3. **That** the Clerk is authorized and directed to cause notice of the Site Plan Agreement to be registered on the title to the said lands forthwith after it has been signed by all parties; and
4. **That** this By-law shall come into full force and effect upon the final passing hereof.

Read a first and second time this 7th day of October 2020.

Read a third time and finally passed this 7th day of October 2020.

Mayor – John Woodbury

Clerk- Lindsey Green

THE CORPORATION OF
THE TOWNSHIP OF SOUTHGATE

SITE PLAN AGREEMENT

THIS AGREEMENT made in triplicate this_____ day of_____, 2020

Between: 2625635 Ontario Inc.

(hereinafter called the "OWNERS" OF THE FIRST PART)

- and -

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

(hereinafter called the "TOWNSHIP" OF THE SECOND PART)

WHEREAS the OWNERS represents that they are the owners of these lands and premises in the Township of Southgate in the County of Grey, being more particularly described in s Schedule "A"

AND WHEREAS the OWNERS have applied to the TOWNSHIP to permit development on the OWNER'S lands;

AND WHEREAS the Encumbrancer(s) (if any) hold registered security interests in the lands and all Encumbrancers of the lands are included as parties to this Agreement

AND WHEREAS the OWNERS have agreed with the TOWNSHIP to furnish and perform the works, material, matters and things required to be done, furnished and performed in the manner hereinafter described in connection with the proposed use of the subject lands;

AND WHEREAS the said lands have been designated by the Council of the TOWNSHIP as being within a site plan control area as provided by Section 41 of the Planning Act, R.S.O. 1990, as amended;

NOW THEREFORE witnesseth that in consideration of other good and valuable consideration and the sum of one -----(\$1.00)-----DOLLAR of lawful money of Canada now paid by the TOWNSHIP to the OWNER, the receipt whereof is hereby acknowledged, the OWNERS and the TOWNSHIP covenant, declare and agree as follows:

SECTION 1 - LANDS TO BE BOUND

1. The lands to be bound by the terms and conditions of this Agreement (sometimes referred to as "the subject lands"), are located in the geographic Village of Dundalk, in the TOWNSHIP OF SOUTHGATE, and are more particularly described in Schedule "A".

SECTION II - COMPONENTS OF THE AGREEMENT

1. The text and the following Schedules, which are annexed hereto, constitute the components of this Agreement.

Schedule "A" - Legal Description of the Lands being developed.

Schedule "B" - Site Plan(s)

SECTION III - REGISTRATION OF AGREEMENT

1. This Agreement shall be registered on title to the said lands as provided for by Section 41(10) of the Planning Act, R.S.O., 1990, as amended, at the expense of the OWNERS;
2. The OWNERS agree that all documents required herein shall be submitted in a form suitable to the TOWNSHIP and suitable for registration, as required;
3. The PARTIES agree that this Agreement must be registered against the OWNERS' lands within forty-five (45) days of the execution thereof by both parties.

SECTION IV - BUILDING PERMITS

1. The OWNERS agree to not request the Chief Building Official to issue any further building permits to carry out the development until this Agreement has been registered on title to the lands described in Schedule "A" attached hereto and a registered copy of same has been provided to the Township.
2. It is agreed that if the OWNERS fail to apply for any building permit or permits to implement this Agreement within 12 months from the date upon which such building permit would be available, then the TOWNSHIP, at its option has the right to terminate the said Agreement and require that a new Site Plan Agreement be submitted for approval and execution.

SECTION V - PROVISIONS

1. **THIS AGREEMENT** applies to works related to the entire subject lands and includes the exterior of existing buildings, new structures, drainage and servicing and entrance as required. Agricultural and residential uses are not applicable to a Site Plan Agreement in accordance with section 41 of the Planning Act and By-law 2007-47.
2. **The OWNERS** further covenant and agree to develop the subject lands in accordance with the Site Plan being Schedule "B" attached hereto, and that no work will be performed on the subject lands except in conformity to all provisions of this Agreement.
3. **THE OWNERS** agree to carry out on the lands at the work, and to construct, install and maintain at its expense all of the services, works and facilities stipulated, described by words and numbers, and shown in and upon the following Plans, that is:

(i) Submitted Site Plan Drawings;

which Plan is hereinafter called "the Site Plan". Notwithstanding the generality of the foregoing the requirements under this agreement include all of the notes and printed text contained in and on the Plans making up the Site Plan.

4. *Further Description of Work and Location of Site Plan.* Without limiting the generality of the foregoing, all of the specifications and said requirements contained in the said Site Plan, which is on file at Southgate's Municipal Office, shall be adhered to and satisfied by the Owner to the satisfaction of Southgate.
5. *Exterior Fascia.* The exterior of the building shall be developed in accordance with the attached Elevation plans.
6. *Storm Drainage -- General.* Notwithstanding the foregoing, the Owner agrees that the storm drainage system on and for the lands shall be designed and constructed to the satisfaction of Southgate at the expense of the Owner. Upgrades to the system may be required. The Stormwater piping on the south side of the property shall be required to accept the water from the adjacent building downspout.

7. *Entrance.* The entrance to the property is from Proton Street North. All development, including curb cuts and entrance permits shall be obtained as required from the Township.
8. *Fire Suppression.* The owner agrees to install all necessary servicing and equipment on the property for firefighting and fire suppression, at the owners expense.
9. *Servicing.* The owner is responsible for ensuring that all services including, natural gas, hydro, water and sanitary sewer connections are made to the site at the owners expense prior to occupancy. Any relocation of said services will be at the owners expense.
10. *Landscaping.* *The use of small landscape trees and planter boxes is encouraged on the property, but not required. A small bike rack or lock up post shall be required to be placed on the site prior to occupancy.*
11. *Outside Storage.* Outside storage is not permitted on the property.
12. *Dust Control Measures.* The owner agrees to provide for dust control measures such as calcium and water, to mitigate impacts as required by the Township of Southgate. These measures will be required for those areas of the site not asphalted or seeded with grass.
13. *Lighting.* All exterior lighting must be dark sky compliant. It must be pointed downward and remain internal to the site in accordance with the Township of Southgate Standards. Signs that are back lit will not be permitted.
14. *Postponement and Subordination of Encumbrances.* The Owner covenants and agrees, at its own expense, to obtain and register such documentation from its mortgagees or those holding encumbrances as may be deemed necessary by Southgate to postpone and subordinate their interest in the lands to the interest of Southgate to the extent that this Agreement shall take effect and have priority as if it have been executed and registered prior to the execution and registration of any such mortgages or encumbrances.
15. *Southgate's Professional Fees and Disbursements.* The Owner shall reimburse Southgate for all of its engineering and legal expenses (professional fees and disbursements) in connection with the development and implementation of this Agreement.
16. *Waiver.* The failure of Southgate at any time to require performance by the Owner of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by Southgate of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time. Southgate shall specifically retain its rights at law to enforce this Agreement.
17. *No Challenge to the Agreement.* The parties covenant and agree with each other not to call into question or challenge, directly or indirectly, in any proceeding or action in court, or before any administrative tribunal, the parties' right to enter into and force this Agreement. The law of contract applies to this Agreement and the parties are entitled to all remedies arising from it, notwithstanding any provisions in Section 41 of the Planning Act interpreted to the contrary. The parties agree that adequate consideration has flowed from each party to the other and that they are not severable. This provision may be pleaded by either party in any action or proceeding as an estoppel of any denial of such right.

18. *Enforcement.* The Owner acknowledges that Southgate, in addition to any other remedy it may have at law, may also be entitled to enforce this Agreement in accordance with Section 446 of the *Municipal Act, 2001* as amended.

19. *Mediation.* Without affecting Southgate's statutory right under subsection 41(11) of the said *Planning Act* to, at its complete discretion, invoke the provisions of Section 446 of the *Municipal Act, 2001* as amended regarding any applicable requirement herein in which case this paragraph shall be inoperative and inapplicable, in the event that a dispute relating to this Agreement or its implementation arises that cannot be resolved by negotiation between the parties, the parties agree to use the services of a mediator to attempt to resolve their differences and failing agreement on the procedure to be followed, it shall be conducted in accordance with the rules of procedure for the conduct of mediations of the ADR Institute of Ontario Inc. or its successor body.

20. *Registration.* The Owner consents to the registration of this Agreement or Notice of this Agreement by Southgate on the title to the lands.

21. *Enurement Clause.* The covenants, agreements, stipulations, declarations and provisions contained herein shall run with the lands and shall be binding upon the Owner and its successors and assigns and the benefit thereof shall enure to Southgate and its successors and assigns.

SECTION VI - BINDING PARTIES, ALTERATION, AMENDMENT, EFFECT, NOTICE, PENALTY

1. This Agreement may only be amended or varied by a written document of equal formality herewith duly executed by the parties hereto and registered against the title to the subject lands.

2. The OWNER further agrees to complete the items detailed on Schedule "B" within three (3) years of the date of registration of this Agreement.

3. Following completion of the works, the OWNER shall maintain to the satisfaction of the TOWNSHIP, and at the sole expense of the OWNER, all the facilities or works described in Schedule "B".

4. This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of each of the PARTIES hereto.

5. The Agreement shall come into effect on the date of execution by the TOWNSHIP.

6. The OWNER acknowledges that this Agreement is entered into under the provisions of Section 41(7)(c) of the Planning Act, R.S.O., 1990, as amended.

7. Any notice required to be given pursuant to the terms hereto shall be in writing and mailed or delivered to the other at the following address:

To the OWNER: 2625635 Ontario inc.
47 Main St S
Georgetown, ON. L7G362

To the TOWNSHIP: Clerk
Township of Southgate
185667 Grey Rd 9,
Dundalk, ON.
NOC 1B0

IN WITNESS WHEREOF the corporate parties have executed this Agreement by affixing thereto their corporate seals, as attested by the hand of their proper signing officers duly authorized in that behalf.

AND IN WITNESS WHEREOF the natural parties hereto have hereunto set their hands and seals. Signing authorized by by-law 2020-118.

SIGNED, SEALED AND
DELIVERED

in the presence of:

Witness

Witness

) {OWNERS' NAMES}

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Per:_____

Per:_____

Date:_____

**THE CORPORATION OF THE
TOWNSHIP OF SOUTHGATE**

Per:_____

John Woodbury, Mayor

Per:_____

Lindsey Green, Clerk

Date:_____

We have authority to bind the corporation

Schedule "A"

THE LAND

All and singular that certain parcel or tract of land and premises situate, lying and being in the Township of Southgate, in the County of Grey and Province of Ontario, and being composed of:

**Plan 480 BLK E Pt lot 19, Proton E, in the Geographic
Village of Dundalk, Township of Southgate**

Schedule "B"

SITE PLANS

Drawing #1. Dated October 7th, 2020 and signed by the planner

Drawing #2. Dated October 7th, 2020 and signed by the planner

Drawing #3. Dated October 7th, 2020 and signed by the planner

Drawing #4. Dated October 7th, 2020 and signed by the planner

Drawing #5. Dated October 7th, 2020 and signed by the planner

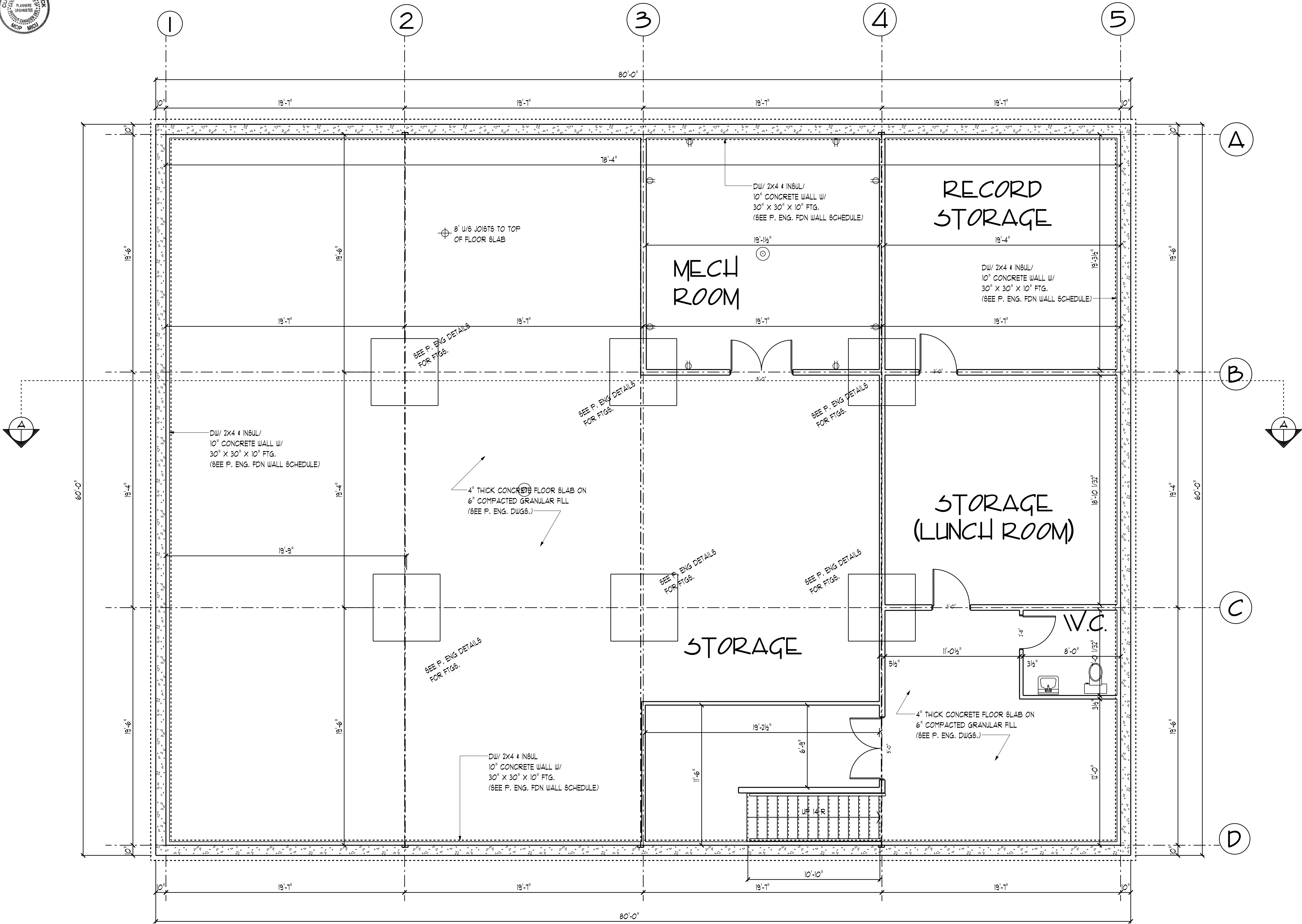
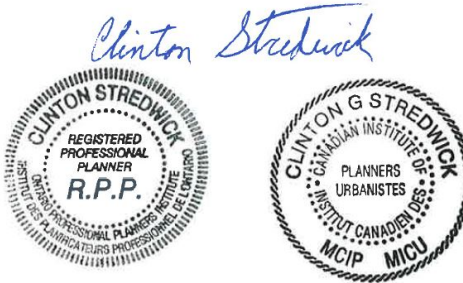
Drawing #6. Dated October 7th, 2020 and signed by the planner

Drawing #7. Dated October 7th, 2020 and signed by the planner

Drawing #8. Dated October 7th, 2020 and signed by the planner

Drawing #9. Dated October 7th, 2020 and signed by the planner

Drawing #10. Dated October 7th, 2020 and signed by the planner



FOUNDATION PLAN

SCALE : 1/4" = 1'-0"

General Notes

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ALL CONSTRUCTION PRACTICES TO COMPLY WITH CURRENT ONTARIO BUILDING CODE (O.B.C. 1970) REQUIREMENTS AND LOCAL BY-LAWS (UNLESS OTHERWISE NOTED) & STRUCTURAL INTEGRITY TO BE APPROVED BY THE LOCAL MUNICIPALITY.

CONTRACTOR SHALL BE RESPONSIBLE FOR CONFIRMING ALL DIMENSIONS PRIOR TO COMMENCING WORK. CONTRACTOR SHALL REPORT ANY DISCREPANCIES TO THE DESIGNER IMMEDIATELY. THIS DRAWING SHALL NOT BE SCALED.

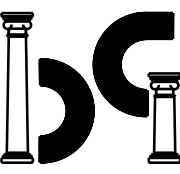
I review and take responsibility for the design work on behalf of a firm registered under Article 3.2.4.1 of Division C of the O.B.C. I am qualified and the firm is registered in the appropriate classes/categories.

Bev Gray & Associates
BCIN #102156
Bev Gray
BCIN #25342

Bev Gray M.A.A.T.O.
Architectural Technologist
August 11, 2020



No.	Revision/Issue	Date

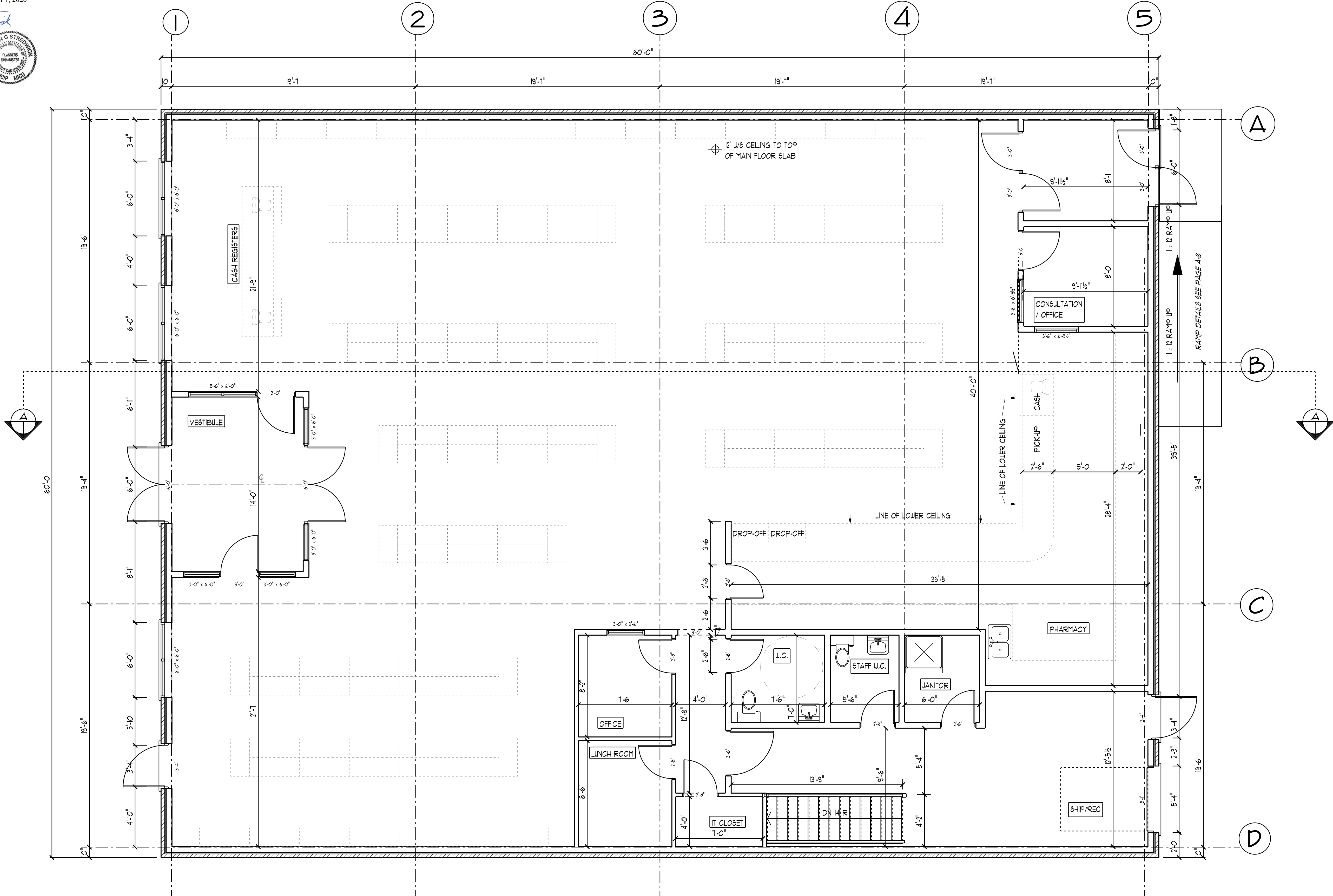
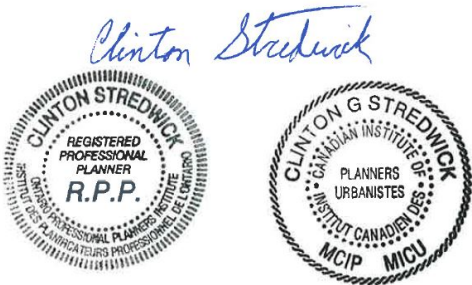


BEV GRAY M.A.A.T.O.
519-264-9335
bghousedesigns@gmail.com

drawing title:
FOUNDATION PLAN

Project Name and Address:
DUNDALK PHARMACY
PLAN 480 BLK E
PT LOT 19 PROTON E
DUNDALK, ON
416 - 993 - 4151

Project 019-015	Sheet A-1
Date 2019-10-15	
Scale As Noted	



MAIN FLOOR PLAN (REVISED)

SCALE : 1/4" = 1'-0"

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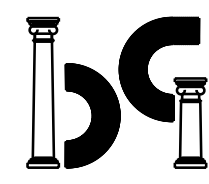
I review and take responsibility for the design work on behalf of a firm registered under Article 3.2.4.1 of Division C of the O.B.C. I am qualified and the firm is registered in the appropriate classes/categories.

Bev Gray & Associates
BCIN #102156
Bev Gray
BCIN #25342

Bev Gray M.A.A.T.O.
Architectural Technologist
August 11, 2020



No.	Revision/Issue	Date

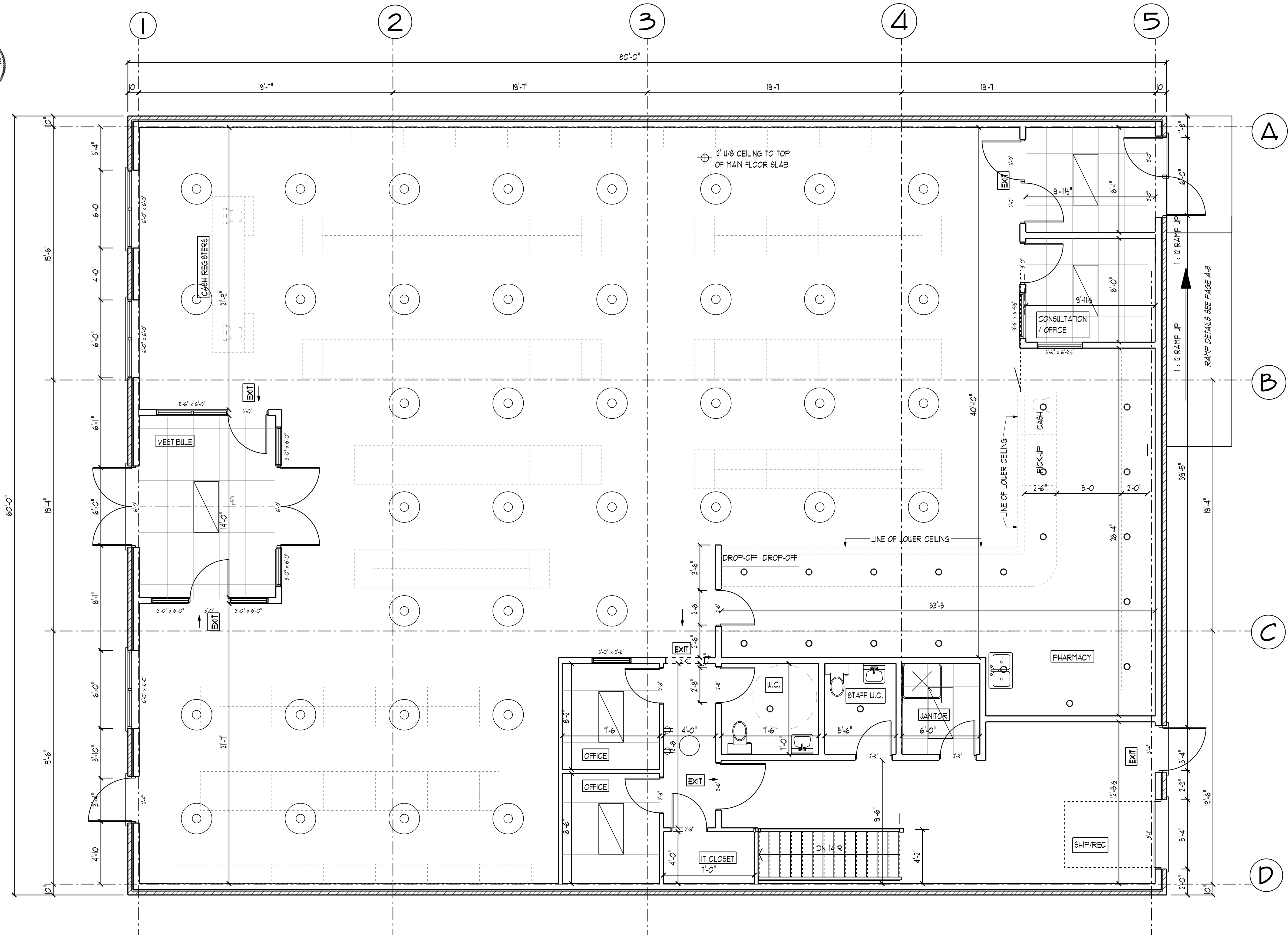


BEV GRAY M.A.A.T.O.
519-26-1935
bghousedesigns@gmail.com

drawing title:
MAIN FLOOR PLAN

Project Name and Address:
DUNDALK PHARMACY
PLAN 480 BLK E
PT LOT 19 PROTON E
DUNDALK, ON
416 - 933 - 4751

Project	019-015	Sheet	A-2
Date	2019-10-15		
Scale	As Noted		



MAIN FLOOR PLAN (REVISED)

SCALE : 1/4" = 1'-0"

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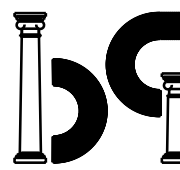
I review and take responsibility for the design work on behalf of a firm registered under Article 3.2.4.1 of Division C of the OBC. I am qualified and the firm is registered in the appropriate classes/categories.

Bev Gray & Associates
BCIN #102156
Bev Gray
BCIN #25342

Bev Gray M.A.A.T.O.
Architectural Technologist



No.	Revision/Issue	Date



BEV GRAY M.A.A.T.O.
519-264-1935
bghousedesigns@gmail.com

drawing title:

REFLECTED CEILING PLAN
MAIN FLOOR

Project Name and Address

DUNDALK PHARMACY
PLAN 480 BLK E
PT LOT 19 PROTON E
DUNDALK, ON
416 - 993 - 4757

Project

019-015

Date

2019-10-15

Scale

As Noted

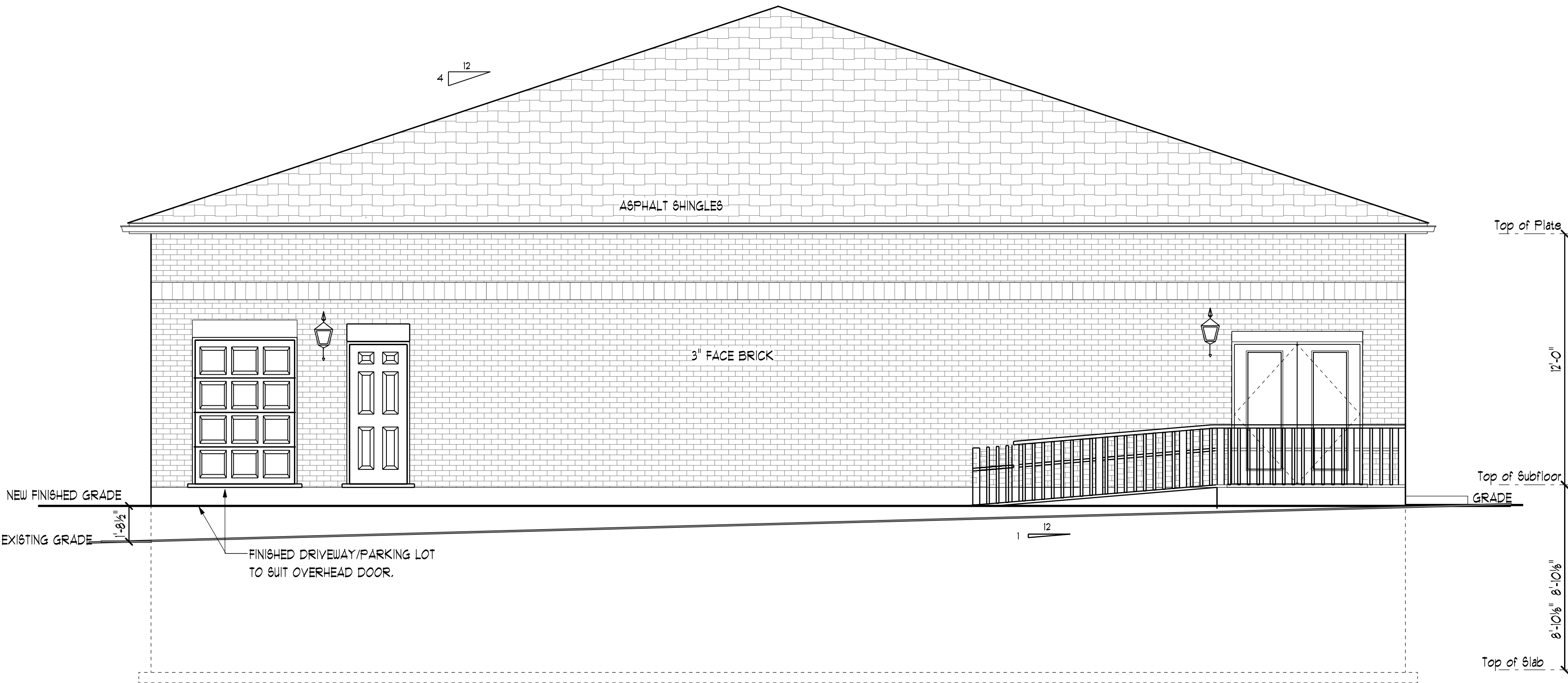
Sheet

A-3



FRONT ELEVATION

SCALE : 1/4" = 1'-0"



REAR ELEVATION

SCALE : 3/16" = 1'-0"

General Notes

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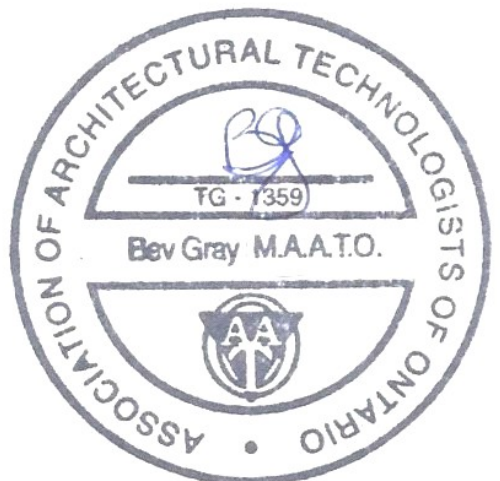
ALL CONSTRUCTION PRACTICES TO COMPLY WITH CURRENT ONTARIO BUILDING CODE (O.Reg. 197/07) REQUIREMENTS AND LOCAL BY-LAWS (UNLESS OTHERWISE NOTED) & STRUCTURAL INTEGRITY TO BE APPROVED BY THE LOCAL MUNICIPALITY.

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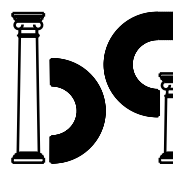
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Bev Gray & Associates
BCIN #102156
Bev Gray
BCIN #25342

Bev Gray M.A.A.T.O.
Architectural Technologist
September 16, 2020
date



No.	Revision/Issue	Date



BEV GRAY M.A.A.T.O.
59-216-1935
bghousedesigns@gmail.com

drawing title:

FRONT & REAR
ELEVATIONS

Project Name and Address

DUNDALK PHARMACY
PLAN 480 BLK E
PT LOT 19 PRON E
DUNDALK, ON
416 - 993 - 4751

Project

019-015

Date

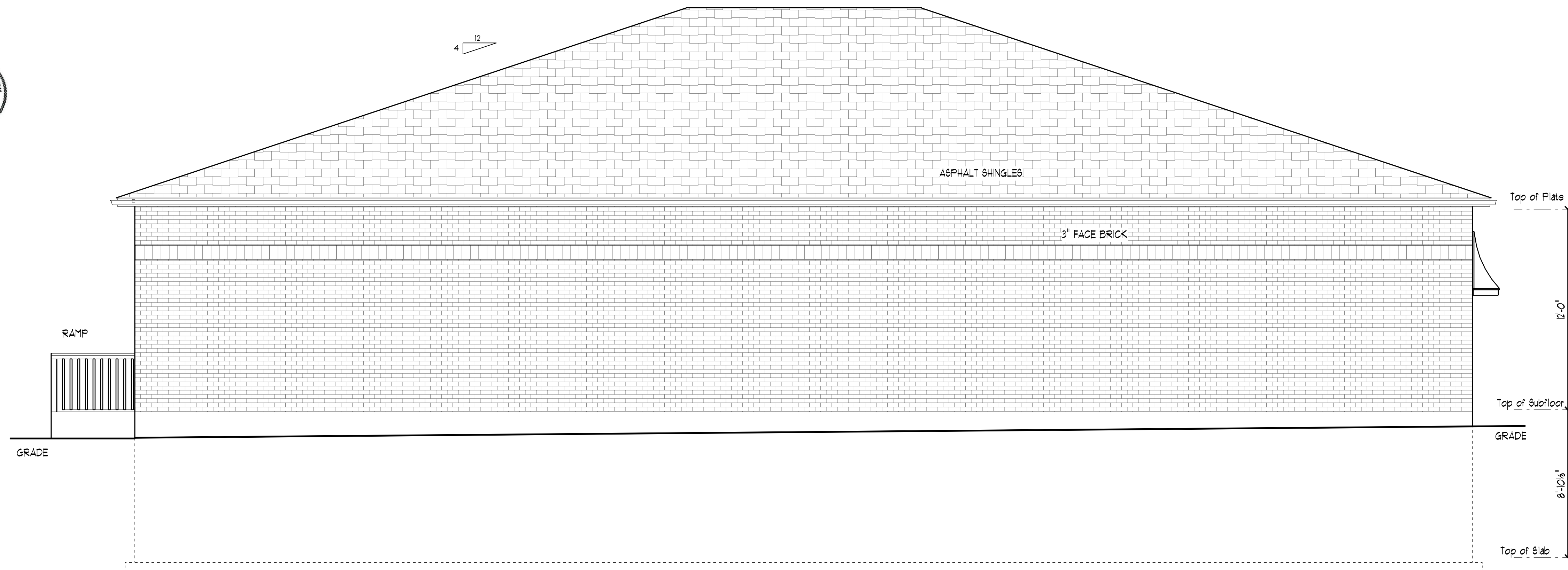
2019-10-15

Scale

As Noted

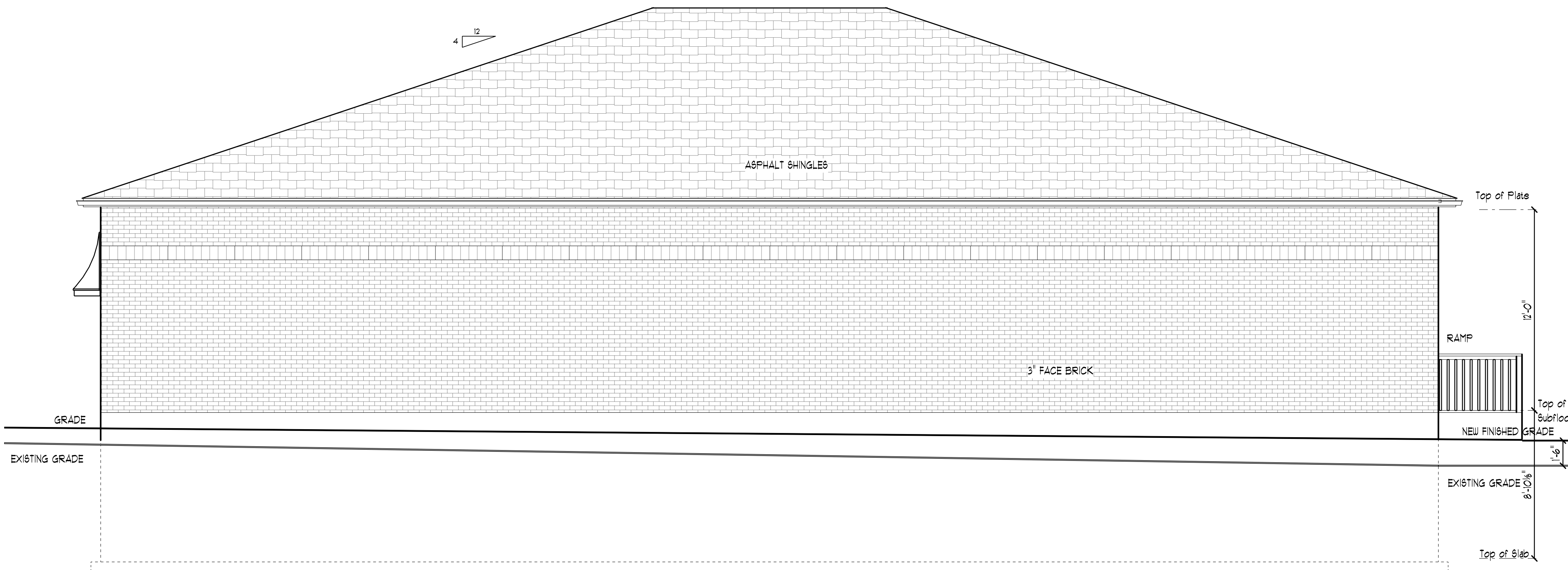
Sheet

A-4



LEFT ELEVATION

SCALE : 1/4" = 1'-0"



RIGHT ELEVATION

SCALE : 1/4" = 1'-0"

General Notes

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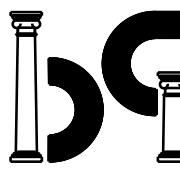
I review and take responsibility for the design work on behalf of a firm registered under Article 3.2.4.1 of Division C of the OBC. I am qualified and the firm is registered in the appropriate classes/categories.

Bevin Gray & Associates
BCIN #102156
Bevin Gray
BCIN #25342

Bevin Gray M.A.A.T.O.
Architectural Technologist
September 16, 2020
date



No.	Revision/Issue	Date



Bevin Gray M.A.A.T.O.
519-26-1935
bg_housedesigns@gmail.com

drawing title:
LEFT & RIGHT ELEVATIONS

Project Name and Address:
**DUNDALK PHARMACY
PLAN 480 BLK E
PT LOT 19 PROTON E
DUNDALK, ON
416 - 993 - 4757**

Project 019-015	Sheet A-5
Date 2019-10-15	
Scale As Noted	

1 ROOF CONSTRUCTION O.B.C. 9.26
ASPHALT SHINGLES, 10mm (3/8")
PLYWOOD SHEATHING WITH 1" H"
CLIPS APPROVED WOOD TRUSSES AT 600
(24") O.C. OR FRAMING AS NOTED, APPROVED
EAVES PROTECTION TO EXTEND MIN. 900 mm
(3'-0") UP ROOF SURFACE TO LINE
NOT LESS THAN 300 mm (12")
BEYOND INNER FACE OF EXTERIOR
WALL. 38 X 89 (2 X 4) TRUSSES
BRACING AT 210 (7'-0") O.C. AT
BOTTOM CHORD. METAL EAVESTROUGH
ON ALUM. FASCIA & VENTED SOFFIT.
ATTIC VENTILATION 1:300 OF
INSULATED CEILING AREA WITH
50% AT THE EAVES.

3 BRICK VENEER CONSTRUCTION
90mm (4") OR 15mm (3/8") FACE BRICK
25mm (1") AIR SPACE, 21 X 180 X 0.16
(7/8" X 1" X 22ga) METAL TIES AT
400 (16") O.C. HORIZONTAL, 600 (24")
O.C. VERTICAL, AIR BARRIER, 15MM
(1/2") EXT. TYPE SHEATHING, 38 X 140
(2 X 6) STUD OR 38 X 89 (2 X 4)
400 (16") O.C. R51 3.6 (R21)
INSULATION AND 6 mil VAPOUR
BARRIER W/ CAULKING AT SEAMS,
13mm (1/2") INT. DRYWALL FINISH,
PROVIDE WEEP HOLES AT
800 (30") O.C. BOTTOM COURSE ONLY
AND OVER OPENINGS, PROVIDE BASE
FLASHING UP MIN. 150mm
BEHIND AIR BARRIER.

5 INTERIOR STUD PARTITIONS
38 X 89 (2 X 4) OR 38 X 140 (2 X 6)
400 (16") O.C. BEARING, 38 X 89
(2 X 4) 600 (24") O.C. NON-BEARING,
13mm (1/2") INT. DRYWALL BOTH SIDES
2 TOP PLATES & 1 BOTTOM PLATE TO
MATCH STUD SIZE. O.B.C. 9.24.2.1
BLOCKING FOR GRAB BARS IN BATH
W.C., SHOWER & TUB O.B.C. 9.25.3

6 FOUNDATION WALL O.B.C. TABLE 9.15.4.1
200mm (7 1/8") OR 250mm (9 7/8")
POURED CONC. FDN. OR CONC. BLK.
WALL 15Mpa CONC. WITH DRAINAGE
MEMBRANE ON 500 X 155 (20" X 6")
CONTINUOUS KEYED CONC. FTG. OR AS
PER SOIL REPORT. BACK FILL WITH
NON-FROST SUSCEPTIBLE SOIL. (9.15.3)
LATERAL SUPPORT. O.B.C. 9.15.4.2

8 100mm (4") DIA. WEEPING TILE (W/END
MESH) 155 (6") X 3/4" DIA.) DRAIN STONE
COVER OVER AND AROUND ALL FOOTINGS.
O.B.C. 9.14.3.3

9 80mm (3") 15 Mpa CONC. SLAB ON 130mm
(5") DRAIN STONE W/DAMP-PROOFING,
25 Mpa CONC. WITHOUT DAMP-PROOFING
O.B.C. 9.16.2.1

11 MIN. NOMINAL R20 INSULATION WITH
38 X 89 (2 X 4) STUDS 600 (24") O.C.
AND 6 mil VAPOUR BARRIER TO FDN.
SLAB PROVIDE NO. 15 (0.1 kg/M2) W/CAULKING
AT SEAMS. BLDG. PAPER BETWEEN FOUNDATION
WALL AND INSULATION. 13mm (1/2")
INTERIOR DRYWALL FINISH. O.B.C. 9.23

12 BEAM POCKET W/ FOAM INSULATION
O.B.C. 9.15.5.2

13 19 X 89 (1 X 4) BOTH SIDES
OF STEEL BEAM.
O.B.C. 9.23.4.3

14 90mm (3 1/2") PIPE COLUMN, 3/16" WALL
THICKNESS. 870 X 870 X 410
(34" X 34" X 16") CONC. FTG. WITH
150 X 150 X 9.5 (6" X 6" X 3/8")
TOP AND BOTTOM PLATE FOOTING SIZE
MAY VARY (SEE PLANS) ADJ. COLS.
O.B.C. 9.11.3

17 ALL JOISTS TO BE BRIDGED WITH 38 X 38
(2 X 2) CROSS BRIDGING OR SOLID BLOCKING
AT 2100 (6'-11") O.C. MAX. STRAPPING SHALL
BE 19 X 64 (1 X 3) SPACED 2100 (6'-11")
OR T/J AS PER MANUFACT. SPEC.
O.C. MAX. WHERE SPECIFIED.
O.B.C. 9.23.9.4.(4)

22 ALL STAIR/EXTERIOR STAIRS
O.B.C. 9.8.(2-5)
MAX. RISE + 200 (7'-7 1/8")
MIN. RUN + 210 (8'-3 1/8")
MIN. TREAD + 235 (9'-1 1/4")
MIN. NOSING + 25 (1")
MIN. HEADROOM + 1950 (6'-5")
RAIL & LANDING + 915 (3'-0")
AT STAIR + 810 (2'-8")
MIN. WIDTH + 860 (2'-10")

23 RAILING PICKETS MAX. 100mm (4") BETWEEN.
800mm (2'-7") MIN 920mm (3'-0") MAX. HEIGHT
HANDRAILS REQUIRED STAIRS WITH MORE
THAN 3 RISERS EXTERIOR, AND MORE THAN
2 RISERS INTERIOR STAIRS.
O.B.C. 9.8.7 (RAILINGS) & 9.8.8 (GUARDS)

30 DOOR TO BE EXTERIOR TYPE WITH
WEATHER STRIPPING.

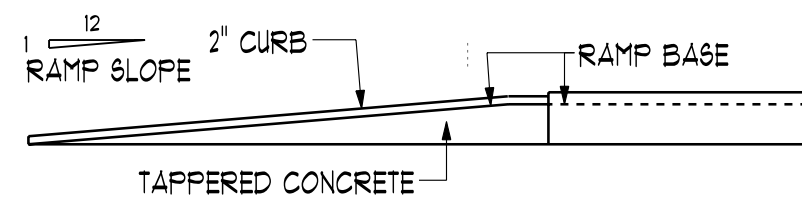
34 PROVIDE 200mm (8") DEEP SOLID MASONRY
UNDER ALL BEAMS.
O.B.C. 9.15.5.2

42 R60 ROOF INSULATION AND
6mil VAPOUR BARRIER, 16mm (5/8")
INT. DRYWALL FINISH. O.B.C. 12.3.2.1

43 SMOKE ALARMS O.B.C. 9.10.19.3
SMOKE, CO & VISUAL SIGNAL

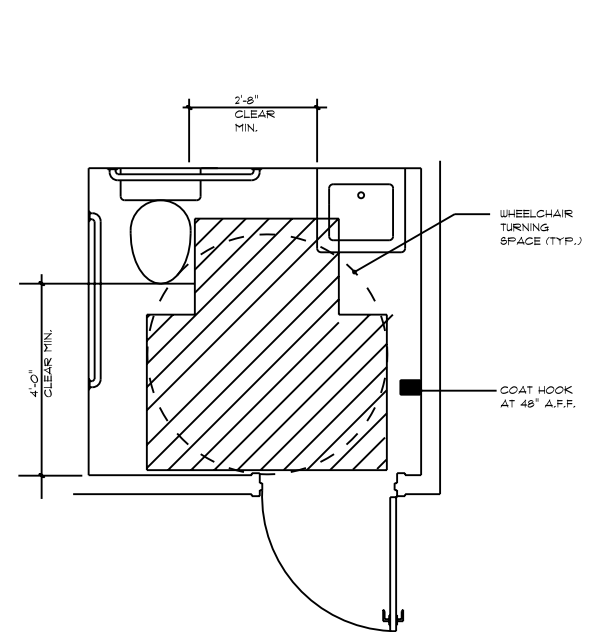
*RAMP TO COMPLY W/
O.B.C. 3.8.3.4 & 9.8.6.

HANDRAIL BOTH SIDES GRASPABLE ENTIRE
LENGTH O.B.C. 3.8.34(18) & EXTEND 12" AT
BOTTOM OF RAMP. GUARD HEIGHT BETWEEN
2'-10" MIN. AND 3'-2" MAX W/ MIN. 40mm CLEAR
TO WALL AND NOT FACILITATE CLIMBING.

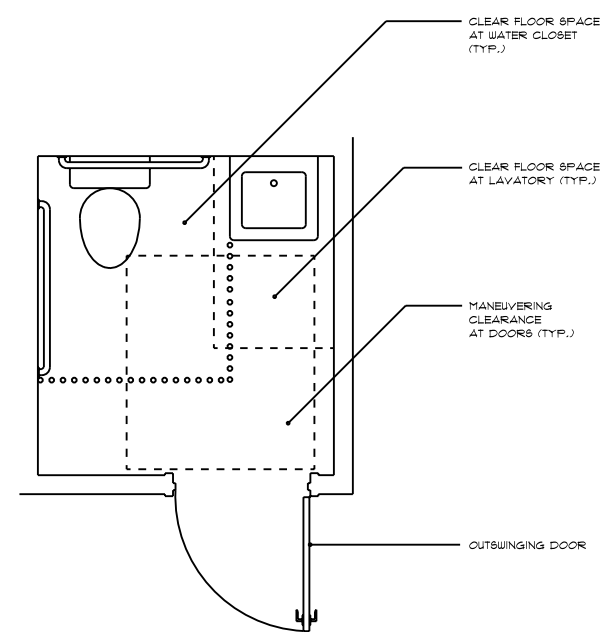


RAMP DETAIL PLAN

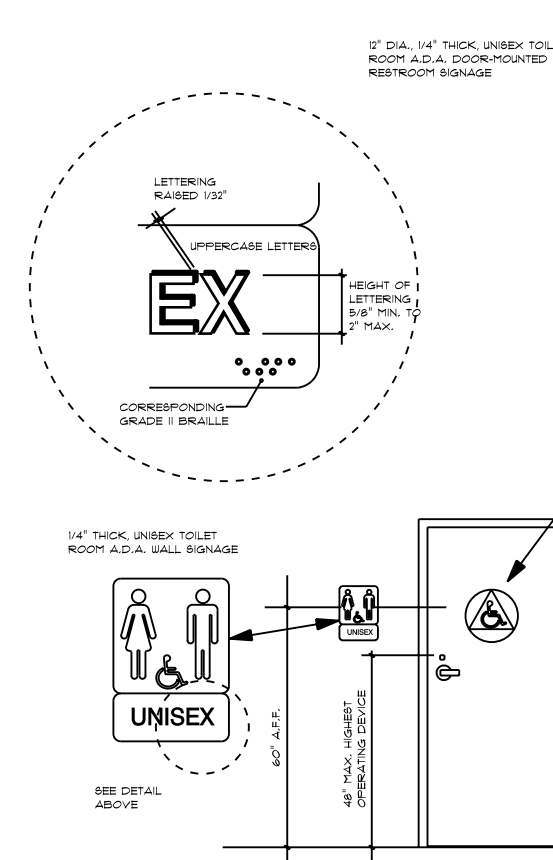
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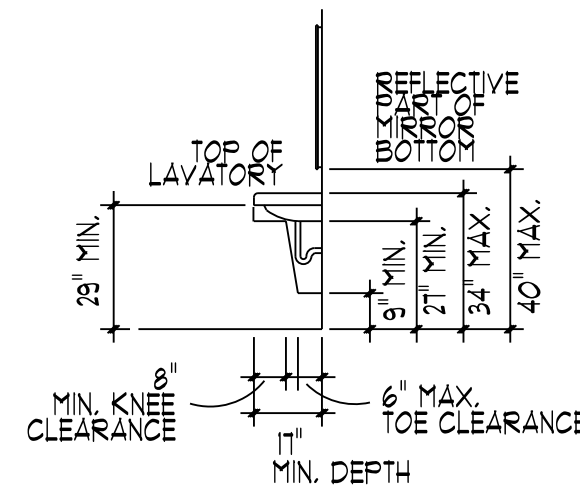
BATHROOM TURNING RADIUS



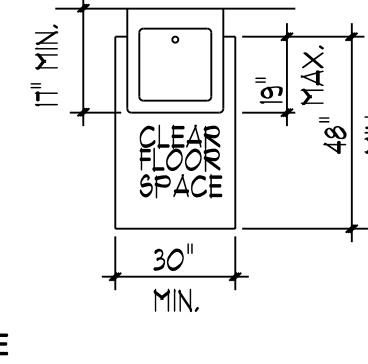
WATER CLOSETS CLEARANCES



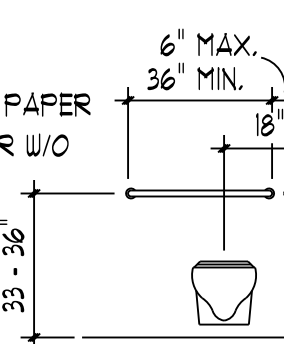
RESTROOM SIGNAGE



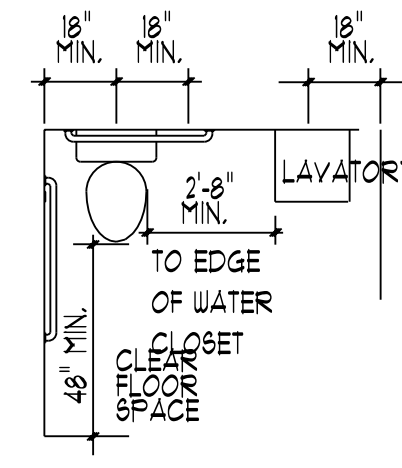
LAVATORY CLEARANCES



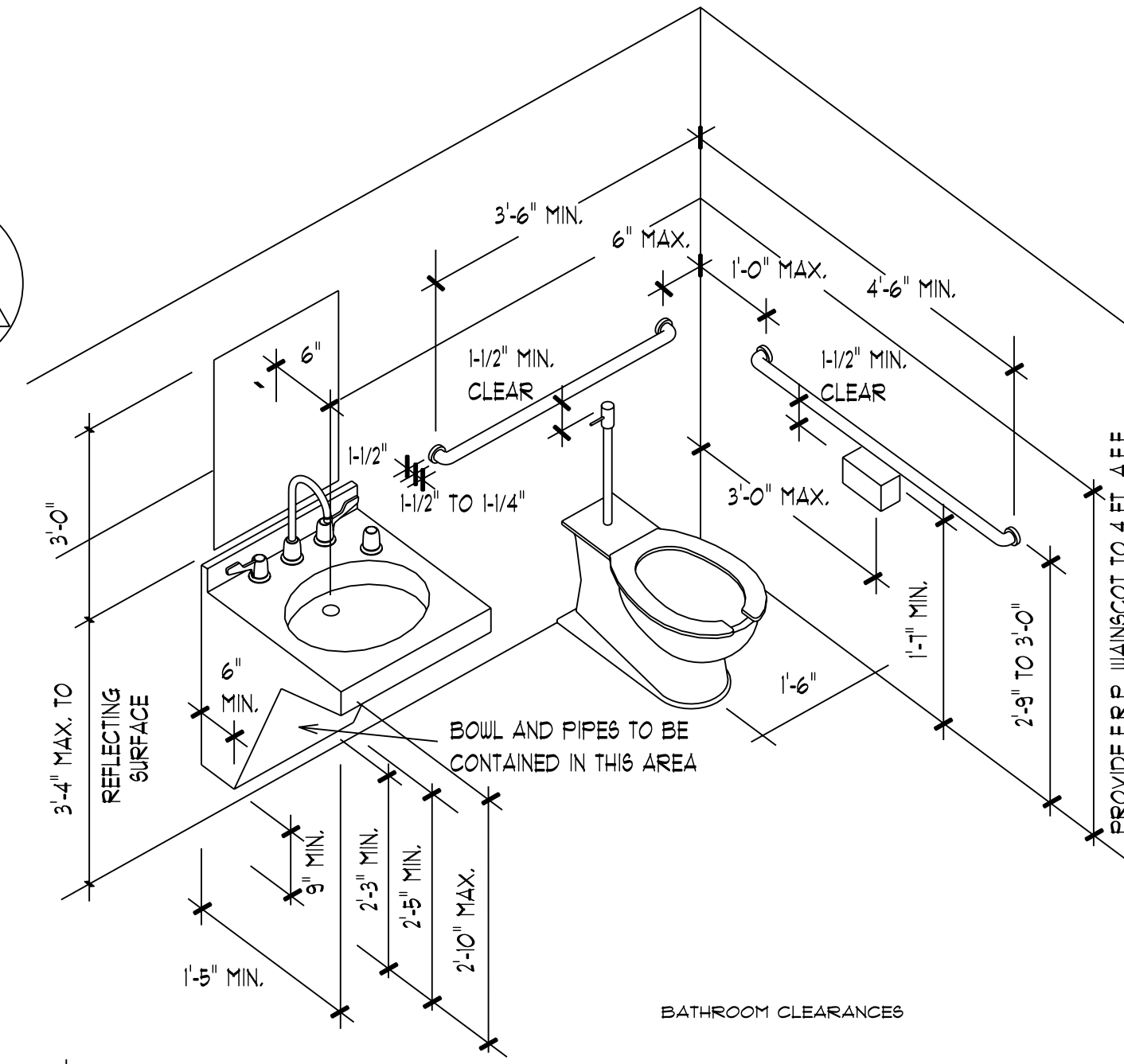
ELEVATIONS



WATER CLOSETS CLEARANCES



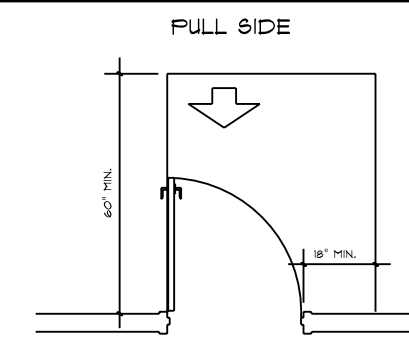
DOOR CLEARANCE



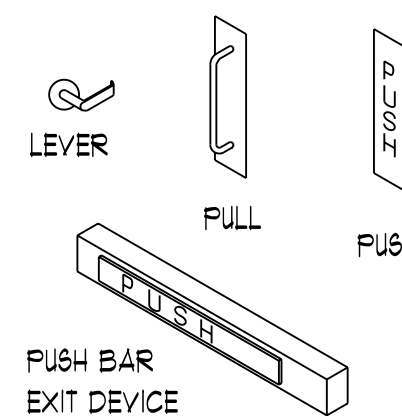
BATHROOM CLEARANCES

WATER CLOSETS DETAILS

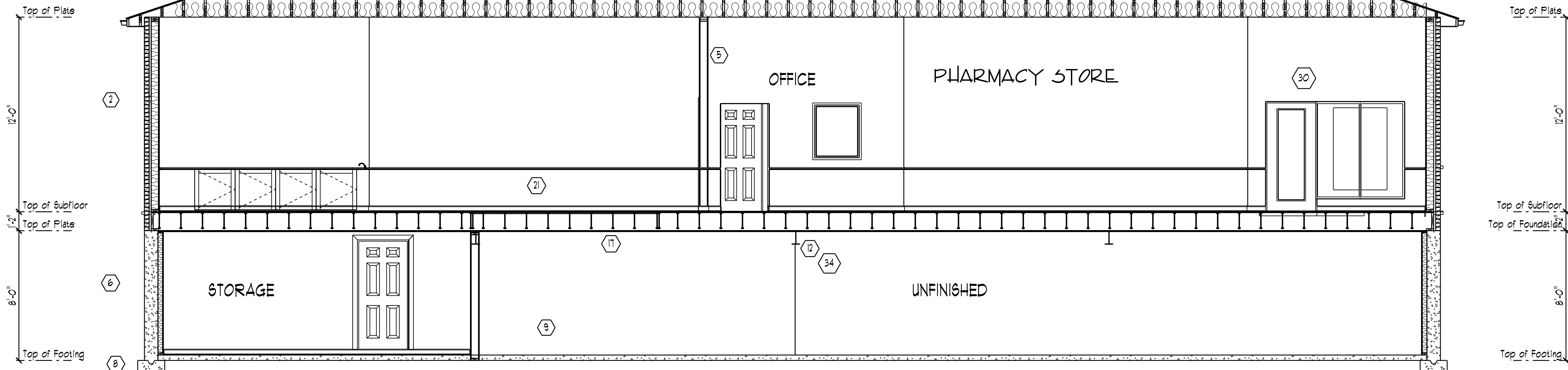
SCALE: N.T.S.



MANEUVERING CLEARANCE
AT SWINGING DOOR



ACCEPTABLE DOOR HARDWARE



CROSS SECTION A-A

SCALE: 1/4" = 1'-0"

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COMMENCING WORK. CONTRACTOR SHALL
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DESIGNER IMMEDIATELY. THIS DRAWING
SHALL NOT BE SCALED.

Drawing #6 Dated October 7, 2020



I review and take responsibility for the
design work on behalf of a firm registered
under Article 3.2.4.1 of Division C of the
O.B.C. I am qualified and the firm is
registered in the appropriate
classes/categories.

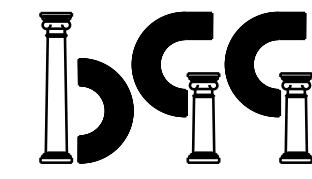
Bev Gray & Associates
BCIN #02256

Bev Gray-Gosling
BCIN #25342

September 16, 2020
Bev Gray-Gosling, M.A.A.T.O.
Architectural Technologist



No. Revision/Issue Date



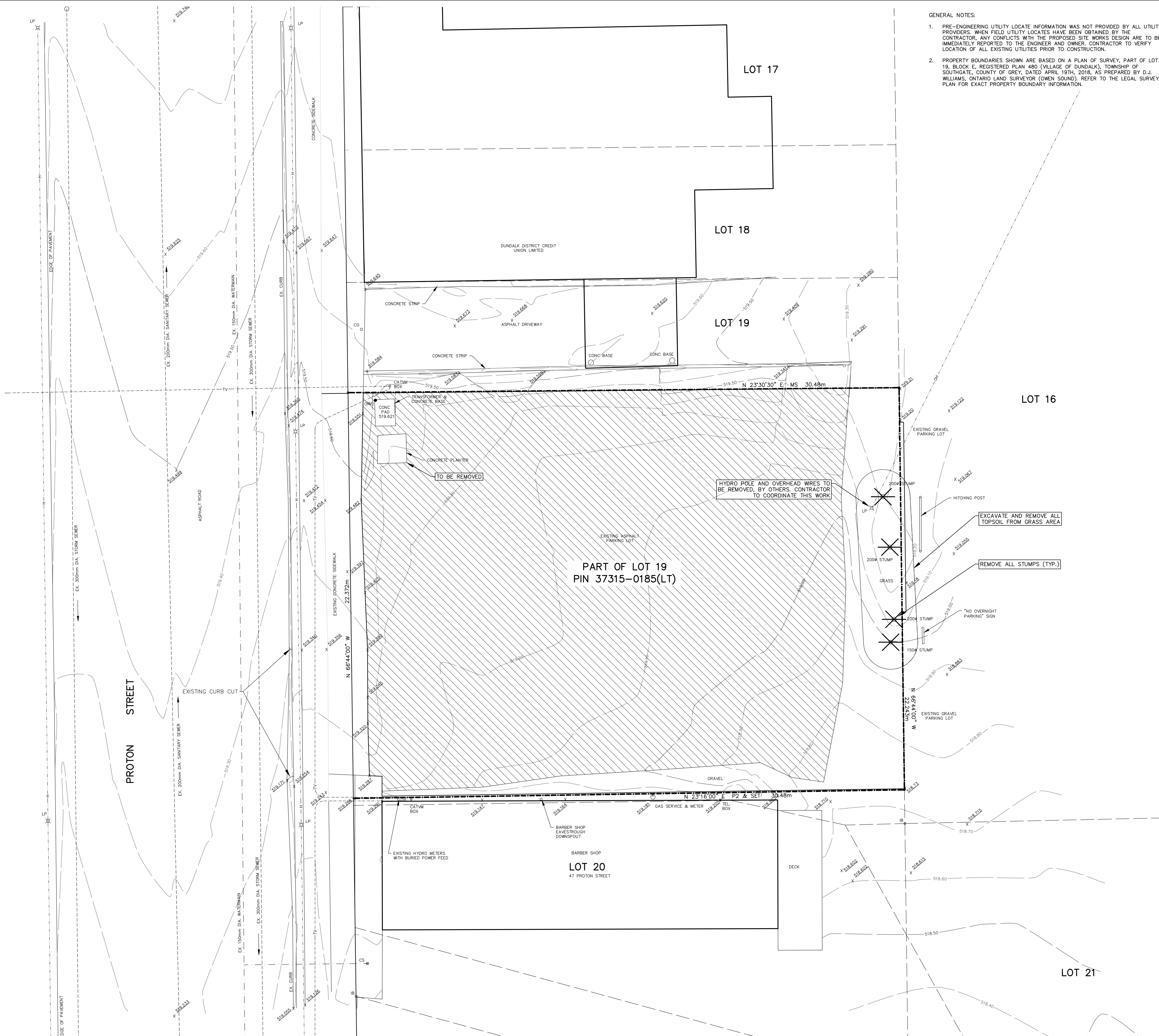
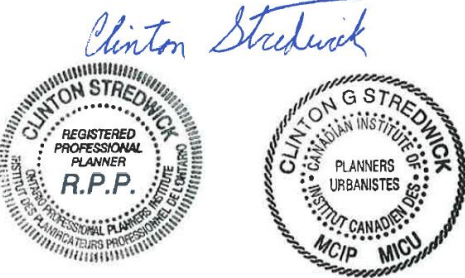
BEV GRAY M.A.A.T.O.
9069 EERN GARAPRANA TOWNLINE, OXTON, ON
L0N 1N0 519-216-1935
bghousedesigns@gmail.com

drawing title:
CROSS SECTION A-A
DETAILS & NOTES

Project Name and Address
DUNDALK PHARMACY
PLAN 480 BLK E
PT LOT 19 PROTON E
DUNDALK, ON
416 - 993 - 4151

Project
019-015
Date
2019-10-15
Scale
As Noted

Sheet
A-6



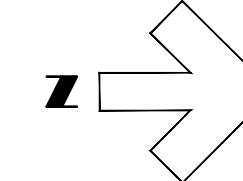
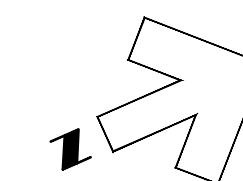
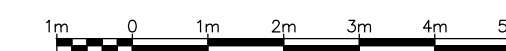
GENERAL NOTES:

- PRE-ENGINEERING UTILITY LOCATE INFORMATION WAS NOT PROVIDED BY ALL UTILITY PROVIDERS. WHEN FIELD UTILITY LOCATES HAVE BEEN OBTAINED BY THE CONTRACTOR, ANY CONFLICTS WITH THE PROPOSED SITE WORKS DESIGN ARE TO BE IMMEDIATELY REPORTED TO THE ENGINEER AND OWNER. CONTRACTOR TO VERIFY LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
- PROPERTY BOUNDARIES SHOWN ARE BASED ON A PLAN OF SURVEY, PART OF LOT 19, BLOCK E, REGISTERED PLAN 480 (VILLAGE OF DUNDALK), TOWNSHIP OF SOUTHGATE, COUNTY OF GREY, DATED APRIL 19TH, 2018, AS PREPARED BY D.J. WILLIAMS, ONTARIO LAND SURVEYOR (OWEN SOUND). REFER TO THE LEGAL SURVEY PLAN FOR EXACT PROPERTY BOUNDARY INFORMATION.

LEGEND

— SAN. or STM. —	EXISTING SEWERS, SANITARY or STORM
— W. —	WATERMAIN
— G. —	GASMAIN
— T. —	UNDERGROUND TELEPHONE
— H. —	UNDERGROUND HYDRO
— TV. —	UNDERGROUND TV. CABLE
— U. —	UTILITY POLES
— GRUBBING	GRUBBING
— REMOVE EXISTING CONC. SIDEWALK AND DRIVES	REMOVE EXISTING CONC. SIDEWALK AND DRIVES
— REMOVE AND PLACE CONC. SIDEWALK AND DRIVES	REMOVE AND PLACE CONC. SIDEWALK AND DRIVES
— PLACE CONC. SIDEWALK AND DRIVES	PLACE CONC. SIDEWALK AND DRIVES
— REMOVE EXISTING ASPHALT PAVT	REMOVE EXISTING ASPHALT PAVT
— PLACE HOT MIX ASPHALT (DRIVES 30mm H.E. HOT MIX MISC.)	PLACE HOT MIX ASPHALT (DRIVES 30mm H.E. HOT MIX MISC.)
— REMOVE EXISTING CONC. CURB	REMOVE EXISTING CONC. CURB
— EXISTING SPOT ELEVATION	EXISTING SPOT ELEVATION
— SITE PROPERTY BOUNDARY	SITE PROPERTY BOUNDARY

1:100



CONSTRUCTION NORTH

NOTE

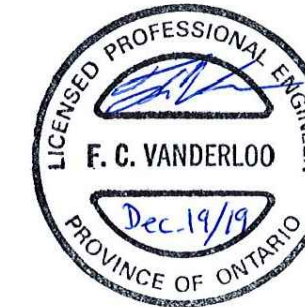
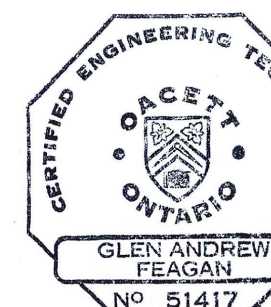
The locations of existing underground utilities are shown in an approximate way only and have not been independently verified by the owner or its representative. The contractor shall determine the exact location of all existing utilities before commencing work and agrees to be fully responsible for any damages which might be occasioned by the contractor's failure to exactly locate and preserve any and all underground utilities.

BENCHMARK INFORMATION

B.M. Elev. 519.621
Top Southwest Corner of Concrete Base for Electrical Transformer at Proton Street at southwest Corner of Site

Design By: G.A.F.

Checked By: F.C.V.



No.	DATE	REVISION
1	June 5, 2018	Issued Preliminary for Review
2	June 20, 2018	Issued to Client for SPA Submission
3	Nov. 2, 2018	Issued for Building Permit Application
4	Dec. 19, 2019	Revised (Smaller Building)



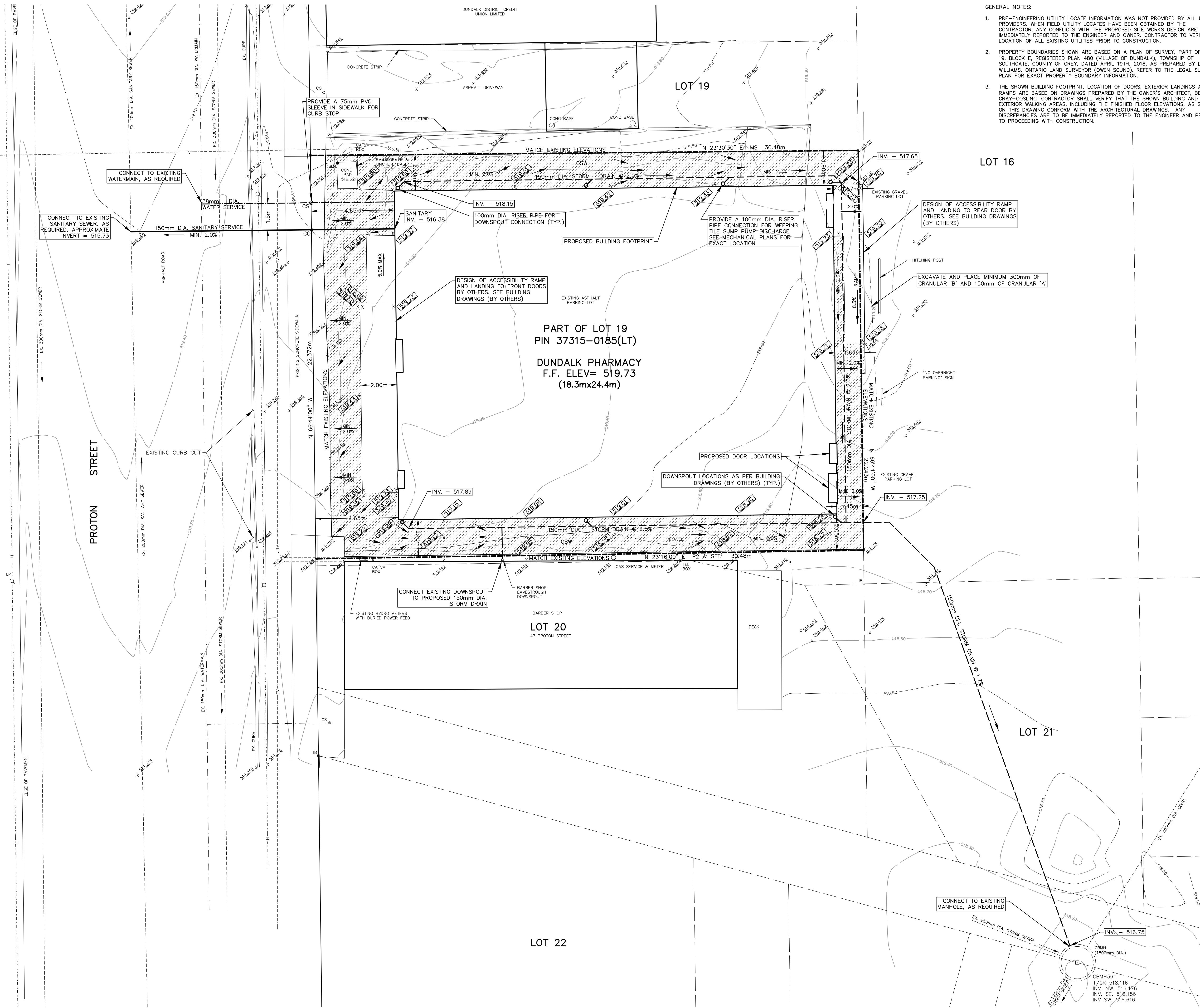
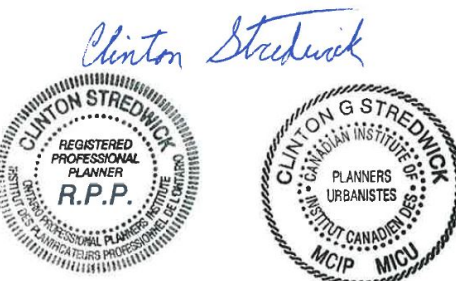
Goderich Mount Forest Sarnia

**Rexall Pharmacy
(Dundalk)****Existing Conditions
and Removals****Project No.
18052**

Scale (24x36)

1:100

**Drawing No.
1**



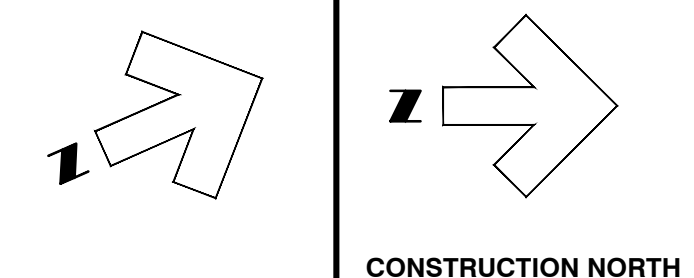
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LEGEND

- SAN. or STM. (Symbol)
- EXISTING SEWERS, SANITARY or STORM (Symbol)
- MANHOLE and CATCHBASIN (Symbol)
- WATERMAIN (Symbol)
- FIRE HYDRANT (Symbol)
- GASMAIN (Symbol)
- UNDERGROUND TELEPHONE (Symbol)
- UNDERGROUND HYDRO (Symbol)
- UNDERGROUND T.V. CABLE (Symbol)
- UTILITY POLES (Symbol)
- GRUBBING (Symbol)
- REMOVE EXISTING CONC. SIDEWALK AND DRIVES (Symbol)
- REMOVE AND PLACE CONC. SIDEWALK AND DRIVES (Symbol)
- PLACE CONC. SIDEWALK AND DRIVES (Symbol)
- REMOVE EXISTING ASPHALT PAVT (Symbol)
- PLACE HOT MIX ASPHALT (DRIVES 50mm HL-3 HOT MIX MISC.) (Symbol)
- REMOVE EXISTING CONC. CURB (Symbol)
- EXISTING SPOT ELEVATION (Symbol)
- PROPOSED SPOT ELEVATION (Symbol)
- SITE PROPERTY BOUNDARY (Symbol)
- WATER SERVICE CURB STOP (Symbol)
- SANITARY SERVICE CLEAN OUT (Symbol)

1:100



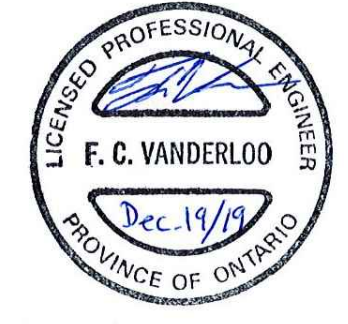
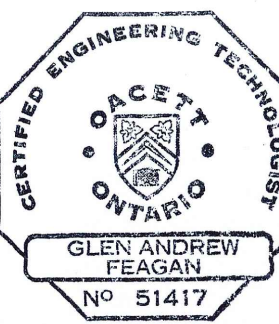
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Design By: G.A.F. Checked By: F.C.V.



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Goderich Mount Forest Samia

**Rexall Pharmacy
(Dundalk)**

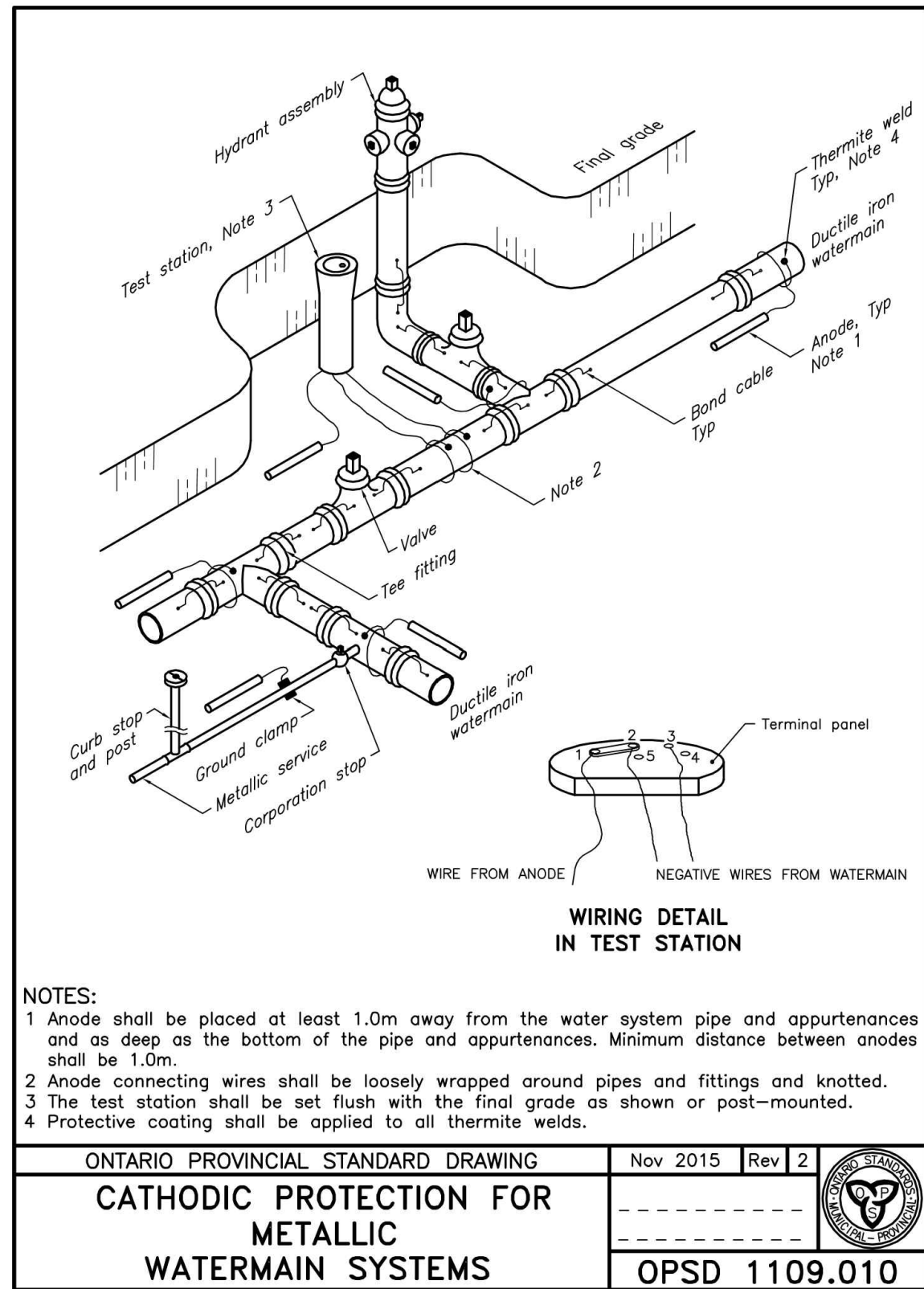
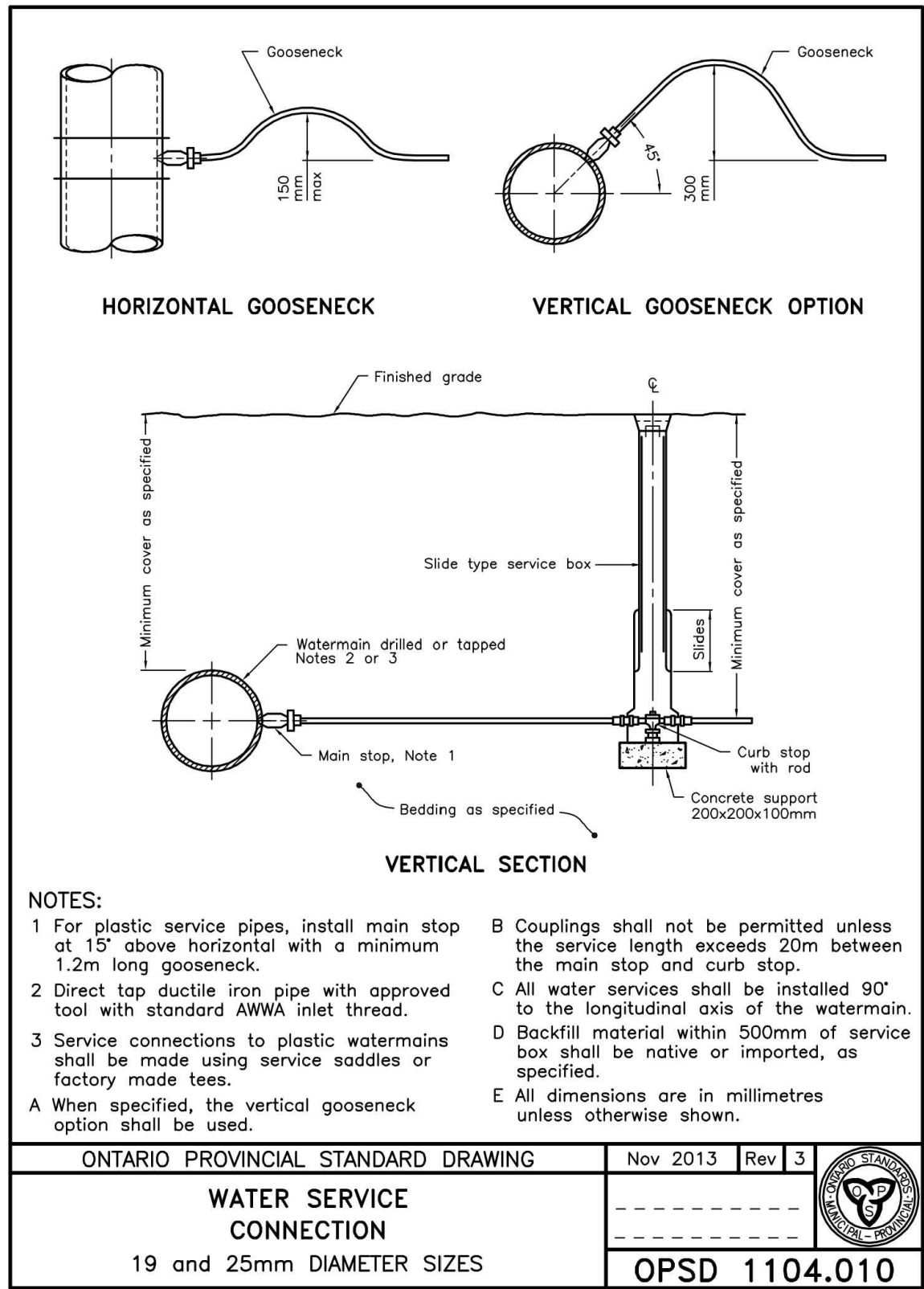
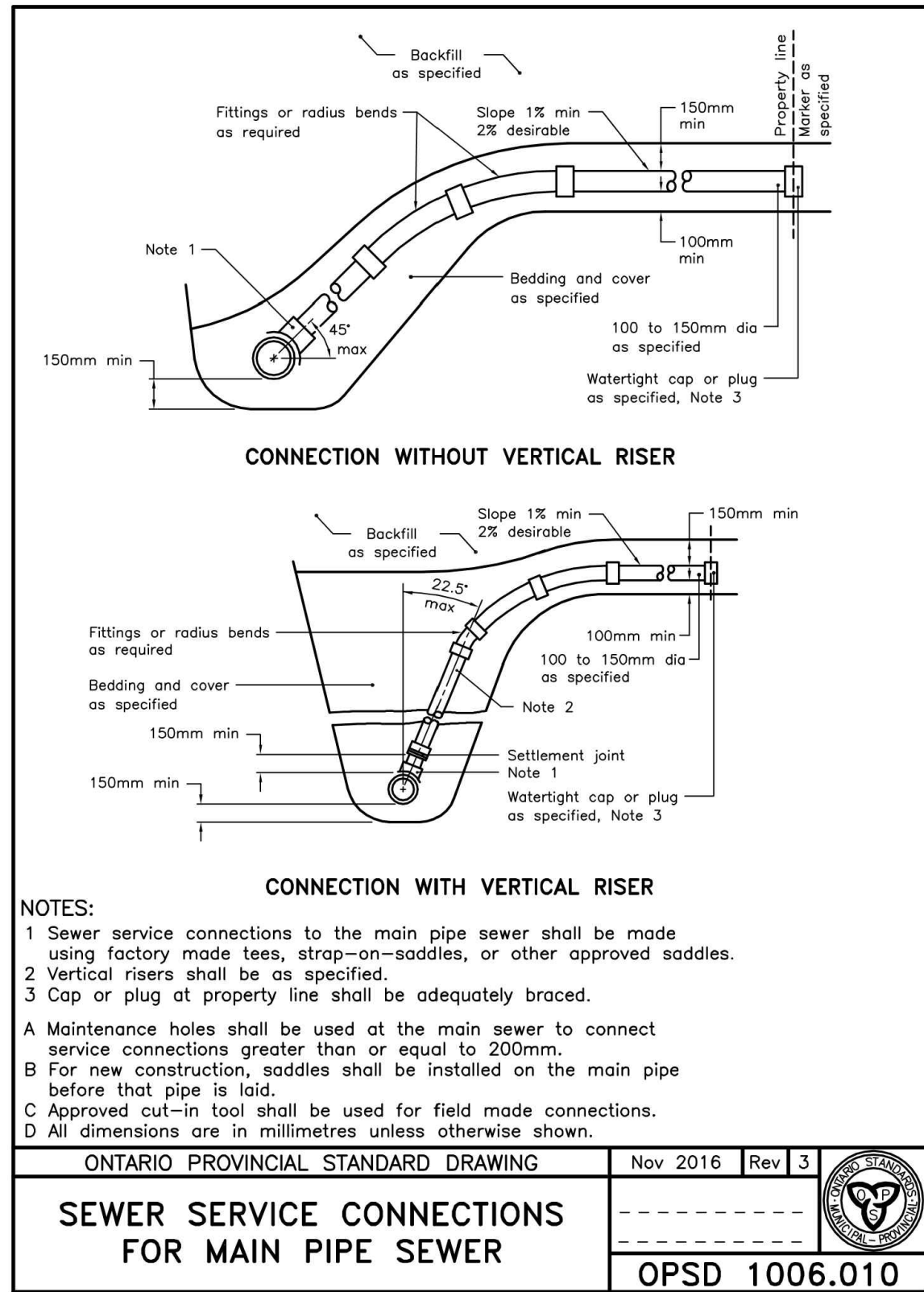
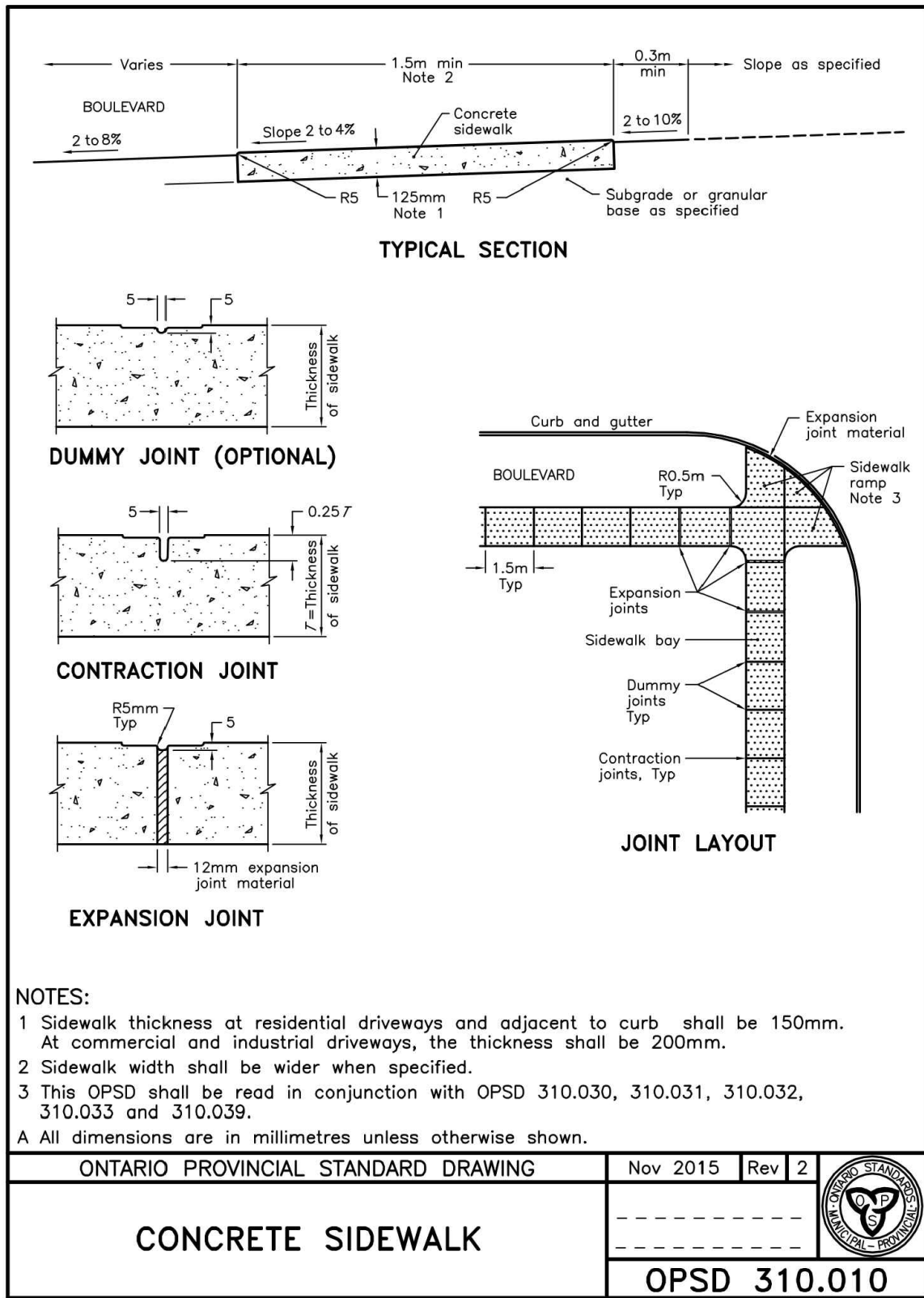
**Site, Servicing, Grading &
Drainage Plan**

**Project No.
18052**

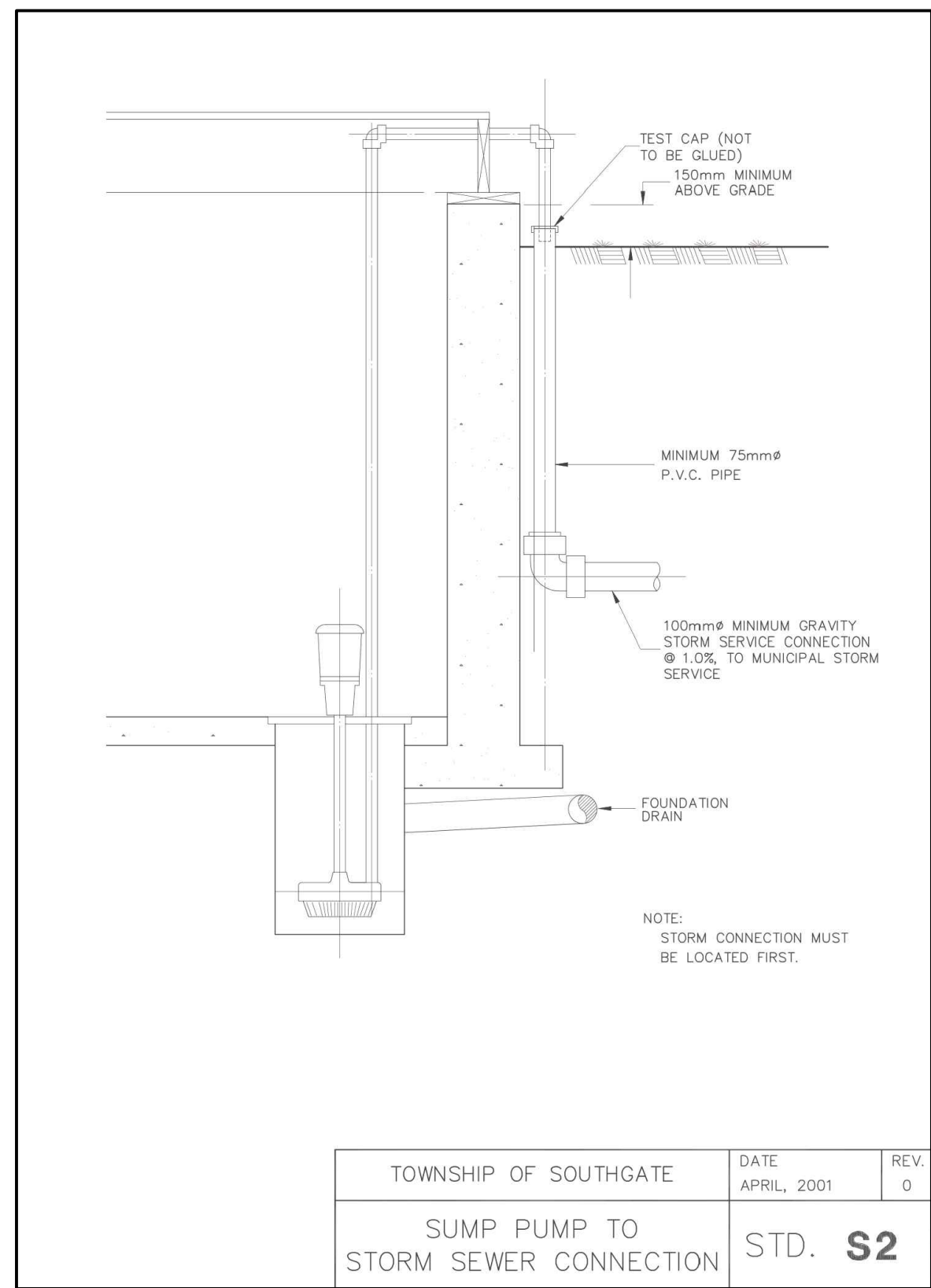
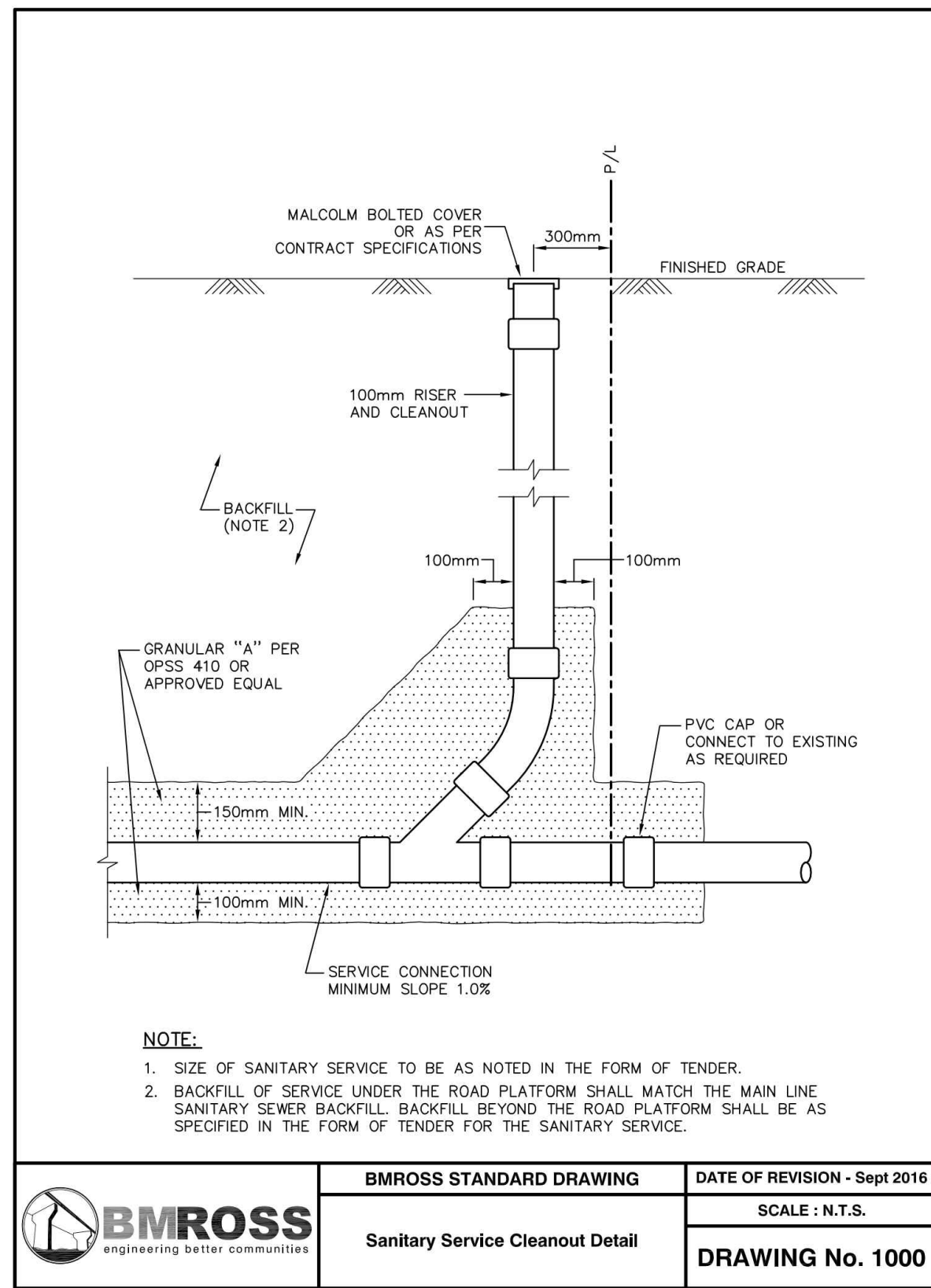
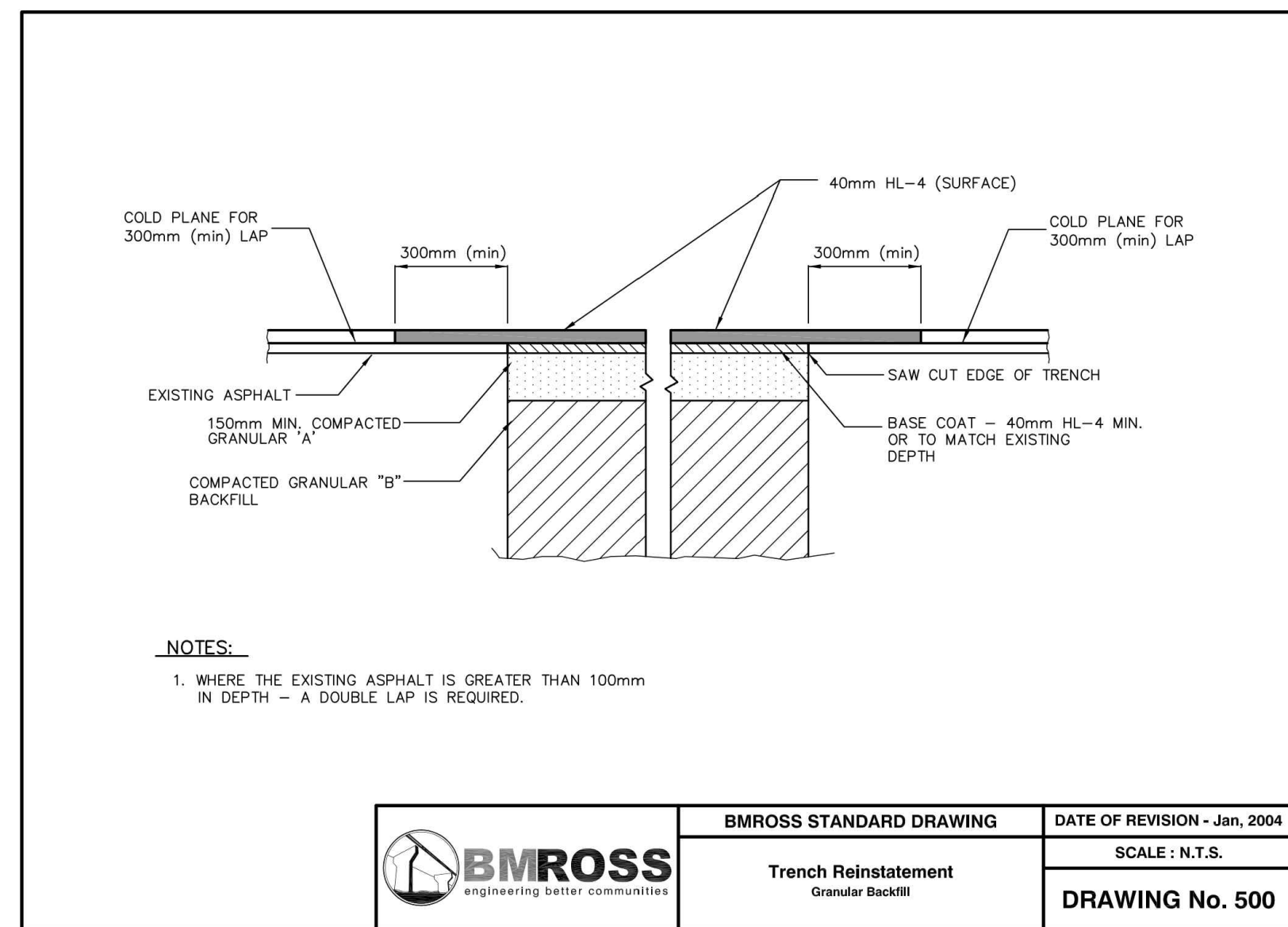
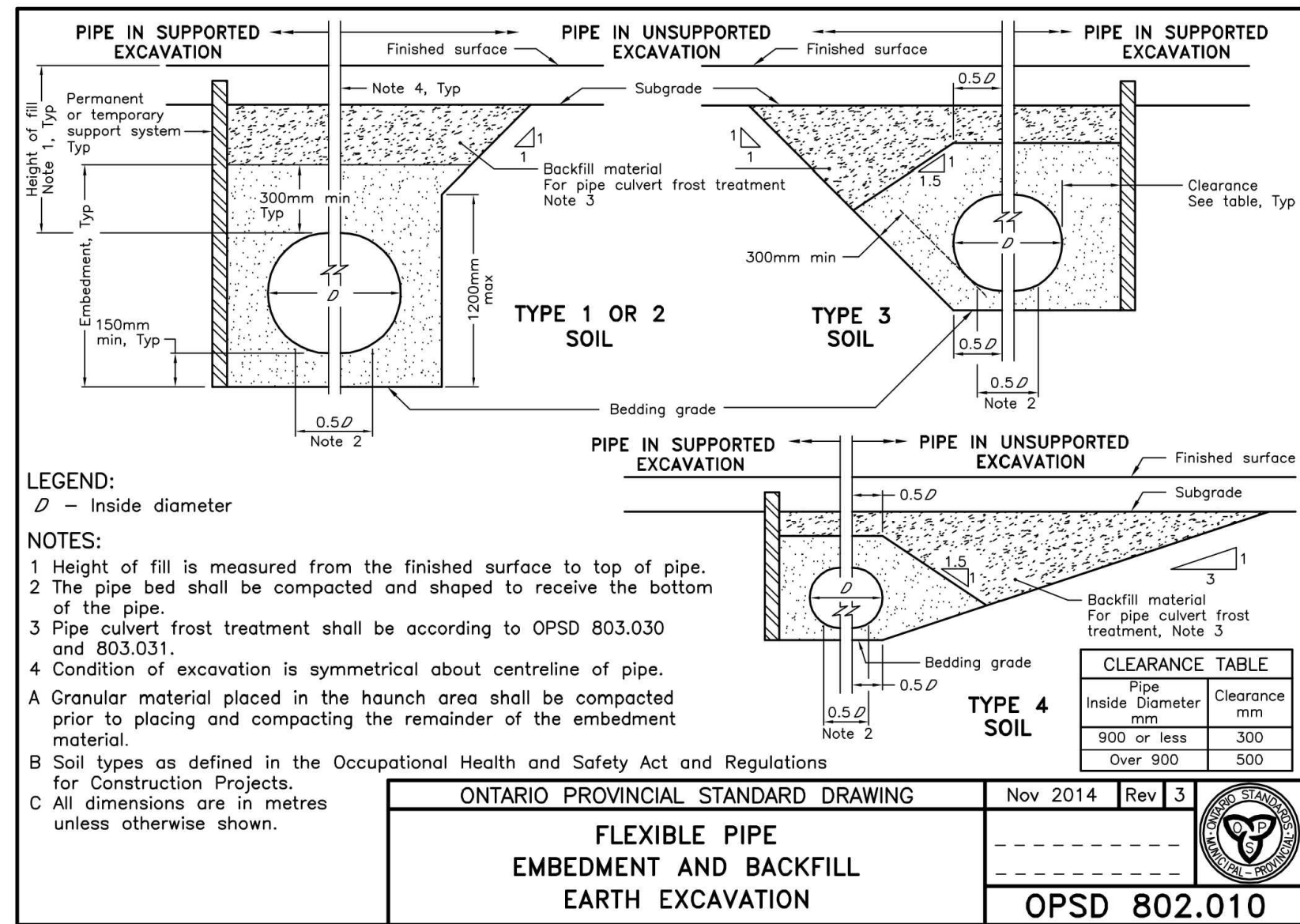
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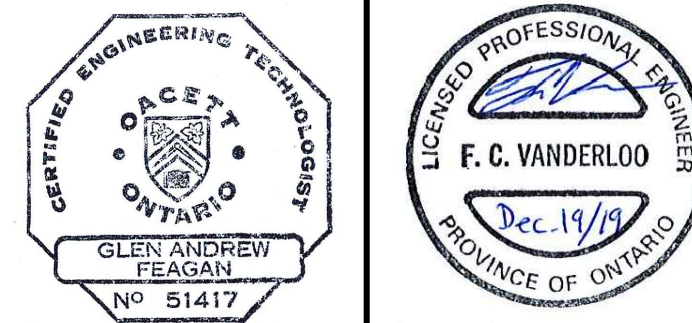
**Drawing No.
2**



Drawing #9 Dated October 7, 2020



Design By: G.A.F. Checked By: F.C.V.



No.	DATE	REVISION
1	June 5, 2018	Issued Preliminary for Review
2	June 20, 2018	Issued to Client for SPA Submission
3	Nov. 2, 2018	Issued for Building Permit Application
4	Dec. 19, 2019	Revised (Smaller Building)



Goderich Mount Forest Sarnia

Rexall Pharmacy (Dundalk)

Details

Project No. 18052

Scale (24x36)
As Shown

Drawing No. 3

SPECIFICATIONS AND NOTES

GENERAL (APPLICABLE TO ALL WORKS)

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3. THE SHOWN BUILDING FOOTPRINT, LOCATION OF DOORS, EXTERIOR LANDINGS AND RAMPS ARE BASED ON DRAWINGS PREPARED BY THE OWNER'S ARCHITECT, BEV GRAY-GOSLING. CONTRACTOR SHALL VERIFY THAT THE SHOWN BUILDING AND EXTERIOR WALKING AREAS, INCLUDING THE FINISHED FLOOR ELEVATIONS, AS SHOWN ON THIS DRAWING CONFORM WITH THE ARCHITECTURAL DRAWINGS. ANY DISCREPANCIES ARE TO BE IMMEDIATELY REPORTED TO THE ENGINEER AND PRIOR TO PROCEEDING WITH CONSTRUCTION.
4. CONTRACTOR SHALL VERIFY ALL EXISTING INFORMATION WHICH INCLUDES, BUT IS NOT LIMITED TO, SITE CONDITIONS, LOCATIONS, ELEVATIONS, GRADES, AND INVERTS, PRIOR TO CONSTRUCTION. ANY DISCREPANCIES ARE TO BE IMMEDIATELY REPORTED TO THE ENGINEER AND PRIOR TO PROCEEDING WITH CONSTRUCTION.
5. NO WORK SHALL PROCEED WITHIN TOWNSHIP ROAD ALLOWANCES WITHOUT PRIOR WRITTEN NOTIFICATION TO THE TOWNSHIP AND NOT UNTIL RECEIPT OF TOWNSHIP APPROVAL.
6. NO CHANGES ARE TO BE MADE WITHOUT THE WRITTEN APPROVAL OF THE ENGINEER.
7. CONTRACTOR SHALL COORDINATE ALL ACTIVITIES WITH UTILITY COMPANIES WHO MAY ALSO REQUIRE UTILITY INSTALLATIONS BE COMPLETED DURING CONSTRUCTION.
8. CONTRACTOR TO PROVIDE TRAFFIC CONTROL, AND MEASURES TO PROTECT PEDESTRIANS, IN ACCORDANCE WITH MTO BOOK 7 AND AS REQUIRED BY THE TOWNSHIP OF SOUTHGATE.
9. CONTRACTOR SHALL MARK UP CONTRACT DRAWINGS WITH "AS RECORDED" INFORMATION AND SUBMIT THEM TO THE ENGINEER WITHIN ONE MONTH OF SUBSTANTIAL PERFORMANCE OF THE WORKS.
10. CONTRACTOR RESPONSIBLE FOR OBTAINING ALL PERMITS FROM THE TOWNSHIP.

GEOTECHNICAL INVESTIGATION:

11. THE OWNER SHALL RETAIN A CONSULTANT TO COMPLETE A GEOTECHNICAL INVESTIGATION FOR THE PROPOSED BUILDING AND SITE WORKS PRIOR TO COMMENCING WITH ANY CONSTRUCTION. THE RESULT OF THAT INVESTIGATION SHALL BE SUBMITTED IMMEDIATELY TO THE ARCHITECT AND ENGINEER. THE GEOTECHNICAL CONSULTANT TO COMPLETE COMPACTION AND MATERIAL TESTING DURING THE CONSTRUCTION OF THE WORKS AND THE RESULTS OF THAT WORK REPORTED IMMEDIATELY TO THE ARCHITECT AND ENGINEER.

DISPOSAL OF SURPLUS MATERIALS AND RESTORATION:

12. ALL EXCAVATED MATERIAL SHALL BECOME THE PROPERTY OF THE CONTRACTOR. WORK SHALL INCLUDE ALL LOADING, HAULING, DUMPING AND LEVELLING OF THE MATERIAL.
 - CLEAN EARTH MATERIAL SHALL BE DISPOSED OF BY THE CONTRACTOR AT AN APPROVED SITE OUTSIDE THE LIMITS OF THE PROJECT AREA.
 - ASPHALT SHALL BE DISPOSED OF BY THE CONTRACTOR, AT AN APPROVED SITE OUTSIDE THE LIMITS OF THE PROJECT AREA.
 - CONCRETE SHALL BE DISPOSED OF BY THE CONTRACTOR OUTSIDE THE LIMITS OF THE PROJECT AREA.
13. GENERAL RESTORATION REQUIREMENTS:
 - ALL RESTORATION SHALL BE IN ACCORDANCE WITH OPSS 492 AND THE FOLLOWING:
 - a. LAWN AREAS --- 100 MM OF APPROVED TOPSOIL LEVELLED AND GRADED TO CONFORM TO THE EXISTING GROUND, FOLLOWED BY NURSERY SOIL.
 - b. NON-LAWN, NON-ROADWAY AREAS --- 100 MM OF APPROVED TOPSOIL LEVELLED AND GRADED TO CONFORM TO THE EXISTING GROUND, FOLLOWED BY AN APPROVED SEED AND MULCH APPLICATION BY HYDRO-SEEDING METHODS.
 - c. WHERE EXISTING ROADWAY/DRIVEWAY IS PAVED --- 450 MM MINIMUM OF GRANULAR "B", 150 MM OF GRANULAR "A", 40 MM OF HL-3 OVER 50 MM OF HL-4. WHERE NEW ASPHALT IS REQUIRED AGAINST EXISTING PAVEMENT, A STEPPED JOINT SHALL BE PREPARED BY REMOVING 0.5 M WIDE BY THE DEPTH OF THE EXISTING SURFACE COURSE PRIOR TO PAVING.
 - d. ALL DISTURBED OR DAMAGED CONCRETE STRUCTURES, SUCH AS SIDEWALKS, CURBS AND GUTTER, ETC., SHALL BE REMOVED AND REPLACED TO MATCH EXISTING.
 - e. PRIOR TO THE EXPIRATION OF AN AGREED TO WARRANTY PERIOD, THE CONTRACTOR SHALL REPAIR ALL SETTLEMENTS. SETTLEMENTS OF LAWNS, NON-LAWNS OR NON-ROADWAY AREAS SHALL BE RESTORED BY APPLYING SUFFICIENT TOPSOIL TO THE SETTLED AREA FOLLOWED BY AN APPLICATION OF APPROVED SEED AND MULCH. ASPHALT SETTLEMENTS SHALL BE RESTORED BY MILLING THE DEFICIENT AREA FOLLOWED BY THE PLACEMENT HOT MIX ASPHALT (HMA). ALL REPAIRS SHALL BE IN ACCORDANCE WITH OPSS 570, OPSS 572, AND OPSS 310.
 - f. ALL BEDDING, EMBEDMENT, COVER AND BACKFILL MATERIAL SHALL BE PLACED IN LAYERS PRIOR TO COMPACTING IN ACCORDANCE WITH OPSS 501. COMPACTION SHALL BE DONE USING A "HOEPAC" TYPE COMPACTION UNIT.
 - NOTE: IN (A) AND (B) ABOVE, IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE A CATCH OF GRASS.

DEWATERING:

14. DEWATERING OF EXCAVATIONS TO BE COMPLETED BY THE CONTRACTOR AS REQUIRED AND IN ACCORDANCE WITH OPSS 517 AND OPSS 518

GRADING:

15. MAXIMUM SLOPE OF ALL ACCESS AREAS (DRIVES, WALKWAYS, ETC.) TO BE 5%, AND MINIMUM SLOPE OF 2%, UNLESS OTHERWISE INDICATED ON THE DRAWINGS.

EARTH EXCAVATION:

16. THE CONTRACTOR SHALL EXCAVATE TO THE REQUIRED LINE AND GRADE. ALL EXCAVATED MATERIAL SHALL BE DISPOSED OF AS OUTLINED UNDER THE GENERAL SP - DISPOSAL OF SURPLUS MATERIALS.
17. WORK IS TO INCLUDE ALL EXCAVATION AND GRADING REQUIRED INCLUDING THE REMOVAL AND DISPOSAL OF DESIGNATED ASPHALT, INCLUDING CURBS AND ANY OTHER MINOR STRUCTURES ENCOUNTERED DURING THE COURSE OF CONSTRUCTION.

GRANULAR "A" AND GRANULAR "B":

18. THE CONTRACTOR SHALL SUPPLY TO THE SITE, PLACE, FINE GRADE AND COMPACT GRANULAR "A" AND GRANULAR "B" MATERIALS REQUIRED IN THE ROADWAY FOR ROADBED, SUBDRAINS, SHOULDERING, DRIVEWAYS, SIDEWALKS, ETC., WHICH ARE APPLICABLE TO THIS PROJECT.

CLEARING AND GRUBBING OF TREES:

19. CLEARING AND GRUBBING SHALL BE IN ACCORDANCE WITH OPSS 201.

SANITARY SERVICE:

1. THE CONTRACTOR SHALL SUPPLY ALL LABOUR, EQUIPMENT AND MATERIALS FOR RESURFACING OF THE STREET, INCLUDING THE PREPARATION OF A REPORT WITH ALL DEFICIENCIES IDENTIFIED AND AS PER OPSS 409.07.05. THE CONTRACTOR WILL ENGAGE A CLOSED CIRCUIT TELEVISION INSPECTION CONTRACTOR AND CO-ORDINATE THE WORK TO HAVE IT COMPLETED PRIOR TO ACHIEVING SUBSTANTIAL PERFORMANCE FOR THE CONTRACT. THE GENERAL CONTRACTOR WILL BE RESPONSIBLE FOR HIRING THE CLOSED CIRCUIT TELEVISION INSPECTION CONTRACTOR DIRECTLY, HOWEVER, THE CLOSED CIRCUIT TELEVISION INSPECTION WORK WILL BE CARRIED OUT UNDER THE SUPERVISION OF, AND TO THE SATISFACTION OF, THE OWNER. ALL WORK SHALL BE IN ACCORDANCE WITH OPSS 409 AND 409.10.
2. PIPE MATERIAL FOR SANITARY SERVICE SHALL BE PVC DR28, SERVICE SADDLE SHALL BE CLOW D-50 CAST IRON SS STRAP ON SADDLE OR APPROVED EQUIVALENT. WHERE REQUIRED AND/OR SHOWN ON THE DRAWINGS, END CAPS, ADAPTERS, REDUCERS, ETC. SHALL BE PROVIDED.
3. BEDDING SHALL BE CLASS B AS PER OPSD 802.030, 802.031, 802.032 FOR RIGID PIPE AND WHICHEVER SOIL TYPE IS APPLICABLE.
4. EMBEDMENT SHALL BE AS PER OPSD 802.010 (FLEXIBLE PIPE) FOR WHICHEVER SOIL TYPE IS APPLICABLE.
5. BEDDING AND EMBEDMENT MATERIAL SHALL BE GRANULAR "A". COVER MATERIAL SHALL BE APPROVED GRANULAR MATERIAL TO 300 MM ABOVE THE TOP OF PIPE.
6. BACKFILL UNDER ALL HARD SURFACED AREAS (AND WITHIN 5 METRES OF THE NEW BUILDING) SHALL BE APPROVED IMPORTED GRANULAR MATERIAL TO SUBGRADE AND COMPACTED TO A MINIMUM DRY DENSITY OF 98%. BACKFILL IN LANDSCAPED AREAS (EXCEPT AS NOTED ABOVE) SHALL BE SELECT NATIVE MATERIAL COMPACTED TO A MINIMUM DRY DENSITY OF 95%.
7. ALL EXCAVATED MATERIAL SHALL BE DISPOSED OF AS OUTLINED UNDER THE DISPOSAL OF SURPLUS MATERIALS SECTION OF THESE SPECIFICATIONS.
8. ALL SERVICE LINES SHALL BE TELEVISION CAMERA INSPECTED, PRIOR TO RESURFACING OF THE STREET, INCLUDING THE PREPARATION OF A REPORT WITH ALL DEFICIENCIES IDENTIFIED AND AS PER OPSS 409.07.05. THE CONTRACTOR WILL ENGAGE A CLOSED CIRCUIT TELEVISION INSPECTION CONTRACTOR AND CO-ORDINATE THE WORK TO HAVE IT COMPLETED PRIOR TO ACHIEVING SUBSTANTIAL PERFORMANCE FOR THE CONTRACT. THE GENERAL CONTRACTOR WILL BE RESPONSIBLE FOR HIRING THE CLOSED CIRCUIT TELEVISION INSPECTION CONTRACTOR DIRECTLY, HOWEVER, THE CLOSED CIRCUIT TELEVISION INSPECTION WORK WILL BE CARRIED OUT UNDER THE SUPERVISION OF, AND TO THE SATISFACTION OF, THE OWNER. ALL WORK SHALL BE IN ACCORDANCE WITH OPSS 409 AND 409.10.
9. ALL BEDDING, COVER AND BACKFILL MATERIALS SHALL BE PLACED IN LAYERS PRIOR TO COMPACTING, IN ACCORDANCE WITH OPSS 401.07.10. COMPACTION SHALL BE DONE USING A "HOEPAC" TYPE COMPACTION UNIT.

WATER SERVICE:

ALL INSTALLATIONS TO BE IN ACCORDANCE WITH OPSS 441 AND O.B.C. AND SHALL HAVE A MINIMUM COVER OF 1.7m TO FINISHED GRADE. OPERATION OF THE EXISTING WATER SYSTEM TO BE CARRIED OUT BY OR UNDER THE DIRECTION OF THE OPERATING AUTHORITY.

1. WORK PLAN:
 - a. PRIOR TO SITE ACTIVITIES, THE CONTRACTOR SHALL SUBMIT A WORK PLAN FOR REVIEW BY THE OWNER INCLUDING TESTING PROCEDURE.
 - b. THE CONTRACTOR SHALL ALLOW SUFFICIENT TIME FOR THE REVIEW OF THE WORK PLAN. NO SITE WORK SHALL PROCEED UNTIL THE WORK PLAN HAS BEEN REVIEWED BY THE OWNER.
2. THE CONTRACTOR SHALL OBTAIN THE APPROVAL OF THE OPERATING AUTHORITY FOR ANY PROPOSED DISRUPTION OF SERVICE TO MAKE ALL CONNECTIONS TO THE EXISTING DISTRIBUTION SYSTEM.
3. ONLY AUTHORIZED OPERATING AUTHORITY PERSONNEL SHALL OPERATE VALVES ON EXISTING WATERMANS FOR THE PURPOSE OF CONTROLLING WATER. NO PERSON OTHER THAN THE AUTHORIZED OPERATING AUTHORITY PERSONNEL SHALL SHUT DOWN OR CHARGE ANY SECTION OF EXISTING WATERMAIN OR OPERATE ANY VALVE FOR THE PURPOSE OF CONTROLLING WATER FROM EXISTING WATERMANS.
4. THE CONTRACTOR SHALL PROVIDE THE OPERATING AUTHORITY AT LEAST 48 HOURS ADVANCE NOTICE WHEN A CHANGE IN CONTROL OF THE WATER IS REQUIRED. ALL NECESSARY WATER SUPPLY INTERRUPTIONS SHALL BE SCHEDULED IN CO-OPERATION WITH THE LOCAL OPERATING AUTHORITY.
5. THE CONTRACTOR SHALL OPERATE ONLY THOSE VALVES, HYDRANTS AND CURB STOPS INSTALLED IN THEIR CONTRACT DURING THE CONSTRUCTION PERIOD AND PRIOR TO THE DATE OF ACCEPTANCE OF THE CONTRACTOR'S WORK. AFTER THE WORKS ARE ACCEPTED, ONLY THE LOCAL OPERATING AUTHORITY MAY OPERATE THE SYSTEM.
6. THE WORK SHALL SHALL INCLUDE EXCAVATING FOR, PLACING, ANCHORING AND BLOCKING, CONNECTING, TESTING, FLUSHING AND DISINFECTING ALL SERVICES AND FITTINGS, AS OUTLINED IN OPSS 441 AND RESTORATION OUTSIDE GENERAL GRADING OPERATIONS.
7. WORK SHALL INCLUDE ALL GRANULAR BEDDING AND BACKFILL UP TO SUBGRADE AND/OR ORIGINAL GROUND.
8. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THE PERFORMANCE OF THE PIPE.
9. MATERIALS:
 - a. SERVICES: TYPE "K" COPPER, SEAMLESS.
 - b. SADDLES: TYPE 304 STAINLESS STEEL, DOUBLE BOLT, AWWA THREAD, 200mm BAND WIDTH, STAINLESS STEEL RODS AND PINS:
 - CAMBRIDGE BRASS, SERIES 8403, OR
 - ROBAR, 2616DB, OR
 - FORD, FS323
 - c. MAIN STOPS: BALL TYPE, COMPRESSION ASSEMBLY:
 - CAMBRIDGE BRASS, SERIES 301NL (NO LEAD), AWWA x CB COMPRESSION, OR
 - MUELLER 300, NO LEAD, B-2500B, AWWA x MUELLER "CC" COMPRESSION, OR
 - FORD FB-1000-NL, NO LEAD, AWWA x "CC" COMPRESSION
 - d. CURB STOPS: INVERTED KEY, BALL STYLE, WITH COMPRESSION JOINT INLET AND COMPRESSION JOINT OUTLET.
 - CAMBRIDGE BRASS, SERIES 202NL (NO LEAD), CB COMPRESSION x CB COMPRESSION, OR
 - MUELLER 300, NO LEAD, MUELLER "CC" x MUELLER "CC" COMPRESSION, OR
 - FORD B44 SERIES, NO LEAD, "CC" COMPRESSION
10. CATHODIC PROTECTION:
 - a. SERVICES: 1--5.5kg ANODE PER EACH EX. OR NEW CURB STOP.
11. EXCAVATION:
 - a. ALL EXCAVATED MATERIAL NOT REQUIRED FOR BACKFILL SHALL BE DISPOSED OF AS OUTLINED UNDER THE DISPOSAL OF SURPLUS MATERIALS SPECIFICATION SECTION.
 - b. BEDDING SHALL BE CLASS B AS PER OPSD 802.030, 802.031, 802.032 FOR RIGID PIPE AND WHICHEVER SOIL TYPE IS APPLICABLE.
 - c. EMBEDMENT SHALL BE AS PER OPSD 802.010 (FLEXIBLE PIPE) FOR WHICHEVER SOIL TYPE IS APPLICABLE.
 - d. BEDDING AND EMBEDMENT MATERIAL SHALL BE GRANULAR "A". COVER MATERIAL SHALL BE APPROVED GRANULAR MATERIAL TO 300 MM ABOVE THE TOP OF PIPE.
 - e. BACKFILL UNDER ALL HARD SURFACED AREAS (AND WITHIN 5 METRES OF THE NEW BUILDING) SHALL BE APPROVED IMPORTED GRANULAR MATERIAL TO SUBGRADE AND COMPACTED TO A MINIMUM DRY DENSITY OF 98%. BACKFILL IN LANDSCAPED AREAS (EXCEPT AS NOTED ABOVE) SHALL BE SELECT NATIVE MATERIAL COMPACTED TO A MINIMUM DRY DENSITY OF 95%.
12. CLEANING AND TESTING:
 - a. CLEANING, TESTING, AND DISINFECTION OF THE WATER SERVICE SHALL BE COMPLETED IN ACCORDANCE WITH THE OBC AND THE OPERATING AUTHORITY FOR THE AREA.

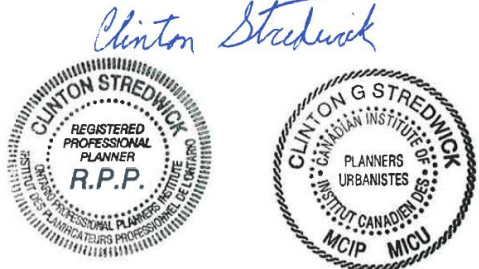
STORM DRAINS:

1. MINIMUM 1.2m COVER DEPTH.
2. SUPPLY, EXCAVATE FOR, PLACE AND BACKFILL STORM PIPE DRAINS. THE CONTRACTOR SHALL SUPPLY ALL LABOUR, EQUIPMENT AND MATERIALS FOR THE COMPLETE INSTALLATION AND TESTING OF THE STORM SEWERS AS INDICATED ON THE DRAWINGS.
3. IF PIPE MATERIAL SELECTED DIFFERS FROM THAT SPECIFIED ON THE DRAWINGS, THE CONTRACTOR SHALL, UPON REQUEST, SUPPLY THE CONSULTANT WITH PROOF OF CSA CERTIFICATION FOR BOTH THE PIPE AND THE ELASTOMERIC GASKETS, ALL AT THE EXPENSE OF THE CONTRACTOR.
4. THE CONTRACTOR SHALL SUPPLY THE PIPE IN THE SIZE AND STRENGTH DESIGNATED, AS NOTED.
5. BEDDING SHALL BE CLASS B AS PER OPSD 802.030, 802.031, 802.032 FOR RIGID PIPE AND WHICHEVER SOIL TYPE IS APPLICABLE.
6. EMBEDMENT SHALL BE AS PER OPSD 802.010 (FLEXIBLE PIPE) FOR WHICHEVER SOIL TYPE IS APPLICABLE.
7. BEDDING AND EMBEDMENT MATERIAL SHALL BE GRANULAR "A". COVER MATERIAL SHALL BE APPROVED GRANULAR MATERIAL TO 300 MM ABOVE THE TOP OF PIPE.
8. BACKFILL UNDER ALL HARD SURFACED AREAS (AND WITHIN 5 METRES OF THE NEW BUILDING) SHALL BE APPROVED IMPORTED GRANULAR MATERIAL TO SUBGRADE AND COMPACTED TO A MINIMUM DRY DENSITY OF 98%. BACKFILL IN LANDSCAPED AREAS (EXCEPT AS NOTED ABOVE) SHALL BE SELECT NATIVE MATERIAL COMPACTED TO A MINIMUM DRY DENSITY OF 95%.
9. ALL EXCAVATED MATERIAL NOT REQUIRED FOR BACKFILL SHALL BE DISPOSED AS OUTLINED UNDER THE DISPOSAL OF SURPLUS MATERIALS SECTION OF THESE SPECIFICATIONS.
10. THE CONTRACTOR WILL BE REQUIRED, AT HIS OWN EXPENSE, TO MAKE ALL CONNECTIONS TO NEW AND EXISTING CATCH BASINS, MAINTENANCE HOLES, CULVERTS, OR SEWERS (REGARDLESS OF PIPE MATERIAL) IN AN APPROVED MANNER.
11. NO DIRECT CONNECTION OF BUILDING FOUNDATION DRAIN, FLOOR DRAINS OR SUMP TO THE EXTERIOR STORM DRAIN LINE. SEE TOWNSHIP OF SOUTHGATE, STANDARD DRAWING S2.
12. DOWNSPOUTS TO DISCHARGE ABOVE GRADE INTO THE STORM DRAIN LINE IN AN APPROVED MANNER.

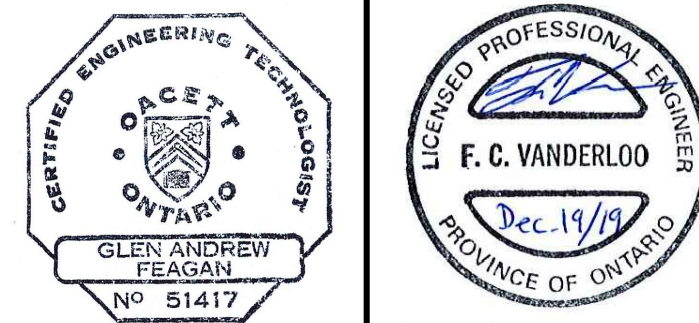
SEDIMENT AND EROSION CONTROL NOTES:

- A. PROTECT ALL EXPOSED SURFACES AND CONTROL ALL RUNOFF DURING CONSTRUCTION.
- B. ALL EROSION CONTROL MEASURES ARE TO BE IN PLACE BEFORE STARTING CONSTRUCTION AND REMAIN IN PLACE UNTIL RESTORATION IS COMPLETE.
- C. MAINTAIN EROSION CONTROL MEASURES DURING CONSTRUCTION.
- D. ALL COLLECTED SEDIMENT MUST BE DISPOSED OF AT AN APPROVED LOCATION.
- E. MINIMIZE AREA DISTURBED DURING CONSTRUCTION. ALL DEWATERING MUST BE DISPOSED OF IN AN APPROVED MANNER.
- F. PROTECT ALL CATCH BASINS, MAINTENANCE HOLES AND PIPE ENDS FROM SEDIMENT INTRUSION WITH GEOTEXTILE (TERRAFIX 270R).
- G. KEEP ALL SUMPS CLEAN DURING CONSTRUCTION.
- H. PREVENT WIND-BLOWN DUST.
 - I. ALL OF THE ABOVE NOTES AND ANY SEDIMENT & EROSION CONTROL MEASURES ARE AT THE MINIMUM TO BE IN ACCORDANCE WITH THE MINISTRY OF NATURAL RESOURCES GUIDELINES ON EROSION AND SEDIMENT CONTROL FOR URBAN CONSTRUCTION SITES.

Drawing #10 Dated October 7, 2020



Design By: G.A.F. Checked By: F.C.V.



No.	DATE	REVISION
1	June 5, 2018	Issued Preliminary for Review
2	June 20, 2018	Issued to Client for SPA Submission
3	Nov. 2, 2018	Issued for Building Permit Application
4	Dec. 19, 2019	Revised (Smaller Building)



Goderich Mount Forest Sarnia

Rexall Pharmacy
(Dundalk)

Notes

Project No.
18052

Scale (24x36)
N.T.S.

Drawing No.
4

The Corporation of the Township of Southgate

By-law Number 2020-109

**being a by-law to establish a highway in the former
Township of Proton (Consent file B4-20)**

Whereas Section 26 of the Municipal Act, 2001 as amended ("the Act") 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 Act 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 Act authorizes it to pass by-laws respective matters within the highways sphere of jurisdiction; and

Whereas at their regular meeting held on August 26, 2020, the Committee of Adjustment approved the aforementioned consent application subject to conditions, including that a 3 metre road widening be deeded to the Township; and

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

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

1. **That** the following lands are hereby established as a highway pursuant to Section 26 of the Act:

Part of Lot 17, Concession 2, Geographic Township of Proton, alternately described as, 131156 Southgate Sideroad 13 being Part 1 on a plan of survey deposited as Plan 16R-11439 on the 16th day of September, 2020 (attached hereto as Schedule A) in the Township of Southgate, County of Grey.

Read a first, second and third time and finally passed this 7th day of October, 2020.

John Woodbury – Mayor

Lindsey Green – Clerk



Staff Report PW2020-051

Title of Report: PW2020-051 2020 Bridge Inspection Report
Department: Public Works
Branch: Transportation & Public Safety
Council Date: October 7, 2020

Recommendation:

Be it resolved that Council receive Staff Report PW2020-051 for information.

Background:

R.J. Burnside & Associates Limited, engineering consultant for the Township, completes bridge inspections annually, with one half of the township one year and the other half the next year on this rotating schedule. The inspections are conducted in accordance with the Ministry of Transportation (MTO) – Ontario Structure Inspection Manual (OSIM), and the Bridge Conditions Index (BCI). The rating uses a methodology system with inspections showing a BCI of 100 on a new structure to a BCI of 70 is in the Good range. The Fair condition rating is in the 50 to 70 BCI range and if a BCI shows lower than 50, Poor range, the bridge is suggested to be a priority within 1 year and will require replacement or rehabilitation. The Township has received the west half of the Township, former Egremont Township Bridges Inspection Report for 2020 from R.J. Burnside & Associates and some of the points in the report are: Southgate has 15 structures with a BCI of less than 50, or 12.7% of the total number of structures, Southgate has 46 structures or 39 % in the Fair range; and Southgate has 57 structures or 48.3 % in the Good rating. The current BCI average of Township bridges and culverts is 67.3 in 2020 Table 5 Top Priority Replacement Structures of the attached report has recommended replacement of structures that total \$6,322,500.00. Table 6 Top Priority Rehabilitation Structures of the report has recommended rehabilitation of structures that total \$5,925,000.00 Of those structure S31 was replaced with twin 2.7 metre CSP culverts in the fall of 2020.

Staff Comments:

The 2020 Southgate Bridge Inspection Report, reflects similar past reports recommendations of capital costs that are out of reach for the municipality and likewise throughout the province to manage these assets to try to meet MTO's established goal of 85% of their structures in Good condition by 2021. The report indicates capital works costs requirements of \$ 12,540,500.00 within the next year, \$10.2 million in the next 5 years and \$5.5 million in the next 6 to 10 years for at total of approximately \$28,322,400.00. The Table 5 and Table 6, Top Priority

Structures Replacements and Rehabilitation identifies 25 structures in the next 1 year by the Burnside list could be assessed for some of the structures to be load restricted, replaced with CSP pipe or closed. In that list could be considerations for structures S16, S32, S34, S55, S98, S75, S125, and S128 for multi-cell replacements.

The Report in Table 4 Load Postings and Recommendations identifies S114 to have a load evaluation on the structure, and the Township is looking into this recommendation. Bridge S119, staff meet onsite with Burnside engineer and contractor on work needed to address the repair with installing steel beams at each end of the structure and have authorized the repair works to be completed in Fall 2020.

Township staff will continue to evaluate and assess bridge replacement priorities moving forward with considerations of transportation and public safety use, access and economic efficiencies.

Financial Implications:

The 2020 Capital Budget includes the replacement of Bridge S31 at cost of \$200,000.00. The Burnside Report carried a cost replacement of \$352,500.00 Staff confirmed the replacements of the above structures with twin CSP culverts at costs well below the budgets for a total replacement costs of an estimated \$143,000.00 savings of \$57,000.00.

The estimated S119 repair cost is \$35,000.00, which will be funded by the Operational Bridge Maintenance Budget of \$65,600.00.

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-E - The Township will have produced savings by examining alternatives when bridges or culverts require replacement, including where appropriate installing dual culverts instead of replacing box culverts.

Concluding Comments:

Staff recommends that Council receive Staff Report PW2020-051 for information.

Respectfully Submitted,

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

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

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

Attachments:

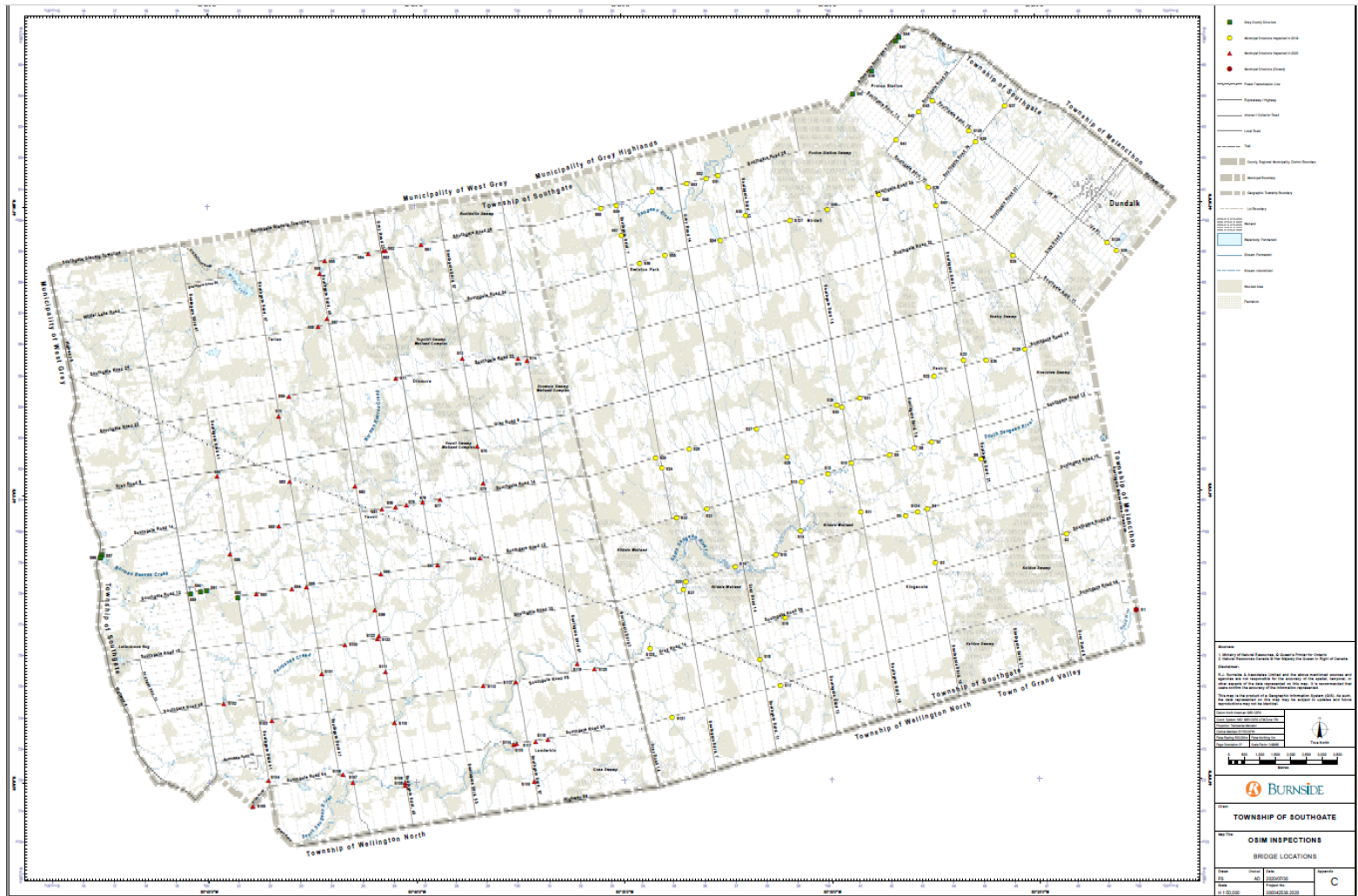
Attachment # 1 Capital Works by the ranking of the lowest BCI of the Southgate structure inventory.

Attachment # 2 Southgate Bridge and Culvert Map

Attachment # 3 Section 6.0 Prioritization and Recommended Work

Township of Southgate - CAPITAL WORKS BY BCI																							
Structure No.	Inspect. Year	Road Name	Span(s) (m)	Deterioration Curve	BCI	Years to Rehab	Years to Replace	Total Cost of Rehabilitation	Total Cost of Replacement	Recommended Work	Maintenance Needs	Additional Investigations	Roadside Protection	Structure Repair/Replacement	Associated Work	Staging	Environmental Assessment	Contingency	Engineering Design	Capital Works Within 1 year	Capital Works 1 - 6 Years	Capital Works 6 - 10 Years	10-Year Capital Works Cost
0297	2020	Southgate Road 12	3.6	BR	23.67	N/A	0.00	\$ 776,000.00	\$ 536,500.00	Replace	\$ 3,000.00	\$ -	\$ 54,000.00	\$ 400,000.00	\$ -	\$ -	\$ 2,500.00	\$ 40,000.00	\$ 40,000.00	\$ 536,500.00	\$ -	\$ -	\$ 536,500.00
0297	2020	Southgate Road 12	3.6	BR	23.67	N/A	0.00	\$ 776,000.00	\$ 536,500.00	Replace	\$ 3,000.00	\$ -	\$ 54,000.00	\$ 400,000.00	\$ -	\$ -	\$ 2,500.00	\$ 40,000.00	\$ 40,000.00	\$ 536,500.00	\$ -	\$ -	\$ 536,500.00
0301	2020	Southgate Road 14	3.5	CS	29.87	N/A	0.00	\$ 253,500.00	\$ 329,500.00	Replace	\$ 2,500.00	\$ -	\$ 3,000.00	\$ 209,000.00	\$ 20,000.00	\$ -	\$ 2,500.00	\$ 23,000.00	\$ 23,000.00	\$ 329,500.00	\$ -	\$ -	\$ 329,500.00
0313	2019	Southgate Side Road 21	6.1	BR	33.78	N/A	0.00	\$ 864,500.00	\$ 1,016,500.00	Replace	\$ 2,000.00	\$ -	\$ 32,000.00	\$ 450,000.00	\$ 20,000.00	\$ -	\$ 2,500.00	\$ 47,000.00	\$ 47,000.00	\$ 1,016,500.00	\$ -	\$ -	\$ 1,016,500.00
0376	2020	Southgate Side Road 17	3.3, 3.3	CS	38.02	N/A	1.00	N/A	\$ 716,500.00	Replace	\$ 3,000.00	\$ 7,500.00	\$ 1,000.00	\$ 500,000.00	\$ -	\$ -	\$ 2,500.00	\$ 53,000.00	\$ 53,000.00	\$ 716,500.00	\$ -	\$ -	\$ 716,500.00
0125	2019	Southgate Road 14	1.8, 1.8	CS	39.07	N/A	0.00	\$ 904,500.00	\$ 558,500.00	Replace	\$ 3,000.00	\$ -	\$ 32,000.00	\$ 400,000.00	\$ 20,000.00	\$ -	\$ 2,500.00	\$ 42,000.00	\$ 42,000.00	\$ 558,500.00	\$ -	\$ -	\$ 558,500.00
0075	2020	Southgate Side Road 57	3.1	BR	39.68	N/A	0.00	\$ 286,000.00	\$ 596,500.00	Replace	\$ 1,000.00	\$ -	\$ 54,000.00	\$ 450,000.00	\$ -	\$ -	\$ 2,500.00	\$ 45,000.00	\$ 45,000.00	\$ 596,500.00	\$ -	\$ -	\$ 596,500.00
0058	2019	Southgate Road 26	3.6	BR	42.61	N/A	1.21	\$ 266,500.00	\$ 498,500.00	Replace	\$ 3,000.00	\$ -	\$ 32,000.00	\$ 350,000.00	\$ 20,000.00	\$ -	\$ 2,500.00	\$ 37,000.00	\$ 37,000.00	\$ 498,500.00	\$ -	\$ -	\$ 498,500.00
0071	2020	Southgate Road 32	5.5	BR	43.07	N/A	1.00	N/A	\$ 716,500.00	Replace	\$ 1,000.00	\$ -	\$ 32,000.00	\$ 550,000.00	\$ -	\$ -	\$ 2,500.00	\$ 53,000.00	\$ 53,000.00	\$ 716,500.00	\$ -	\$ -	\$ 716,500.00
0085	2020	Southgate Road 14	10.6	BR-1	46.47	0.00	9.23	\$ 400,000.00	\$ 1,016,500.00	Replace	\$ 3,000.00	\$ 10,000.00	\$ 54,000.00	\$ 800,000.00	\$ -	\$ -	\$ 2,500.00	\$ 80,000.00	\$ 80,000.00	\$ 1,016,500.00	\$ -	\$ -	\$ 1,016,500.00
0034	2019	Southgate Road 14	3.7	CS	46.52	N/A	3.46	\$ 832,500.00	\$ 493,500.00	Replace	\$ 3,000.00	\$ -	\$ 3,000.00	\$ 950,000.00	\$ 15,000.00	\$ -	\$ 2,500.00	\$ 37,000.00	\$ 37,000.00	\$ 493,500.00	\$ -	\$ -	\$ 493,500.00
0381	2020	Southgate Road 14	6.9	BR-1	48.46	0.00	4.43	\$ 385,000.00	\$ 1,016,500.00	Rehabilitate	\$ 3,500.00	\$ 10,000.00	\$ 54,000.00	\$ 275,000.00	\$ -	N/A	\$ -	\$ 28,000.00	\$ 28,000.00	\$ 1,016,500.00	\$ -	\$ -	\$ 1,016,500.00
0119	2020	Southgate Side Road 61	25	BR-2	48.88	0.00	4.00	\$ 837,500.00	\$ 2,584,000.00	Rehabilitate	\$ 2,000.00	\$ 20,000.00	\$ 54,000.00	\$ 651,500.00	\$ -	N/A	\$ -	\$ 66,000.00	\$ 66,000.00	\$ 837,500.00	\$ -	\$ -	\$ 837,500.00
0073	2020	Southgate Road 22	5	BR	49.17	N/A	1.00	\$ 861,000.00	\$ 656,500.00	Replace	\$ 1,000.00	\$ -	\$ 54,000.00	\$ 505,000.00	\$ -	\$ -	\$ 2,500.00	\$ 50,000.00	\$ 50,000.00	\$ 656,500.00	\$ -	\$ -	\$ 656,500.00
0128	2019	Pearys Drive	3.7	BR	49.41	N/A	0.00	\$ 217,100.00	\$ 498,500.00	Replace	\$ 1,000.00	\$ -	\$ 32,000.00	\$ 350,000.00	\$ 20,000.00	\$ -	\$ 2,500.00	\$ 37,000.00	\$ 37,000.00	\$ 498,500.00	\$ -	\$ -	\$ 498,500.00
0046	2019	Southgate Road 24	2.2, 2.2	CS	51.51	N/A	4.80	\$ 234,500.00	\$ 618,500.00	Replace	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 400,000.00	\$ 20,000.00	\$ -	\$ 2,500.00	\$ 47,000.00	\$ 47,000.00	\$ 618,500.00	\$ -	\$ -	\$ 618,500.00
0107	2020	Southgate Side Road 47	22.4	BR-2	51.18	0.00	5.59	\$ 760,000.00	\$ 2,569,000.00	Rehabilitate	\$ 5,000.00	\$ 20,000.00	\$ 54,000.00	\$ 588,000.00	\$ -	N/A	\$ -	\$ 59,000.00	\$ 59,000.00	\$ 2,569,000.00	\$ -	\$ -	\$ 2,569,000.00
0020	2020	Southgate Road 14	9.7	BR-1	52.93	0.00	0.46	\$ 406,000.00	\$ 956,500.00	Rehabilitate	\$ 3,000.00	\$ 10,000.00	\$ 54,000.00	\$ 792,000.00	\$ -	N/A	\$ -	\$ 30,000.00	\$ 30,000.00	\$ 956,500.00	\$ -	\$ -	\$ 956,500.00
0110	2020	Southgate Side Road 49	4.9	BR-1	53.98	0.00	4.00	\$ 309,000.00	\$ 596,500.00	Replace	\$ 6,500.00	\$ -	\$ 54,000.00	\$ 450,000.00	\$ -	\$ -	\$ 2,500.00	\$ 45,000.00	\$ 45,000.00	\$ 596,500.00	\$ -	\$ -	\$ 596,500.00
0051	2019	Southgate Road 25	3.7	BR	54.05	N/A	4.00	\$ 857,000.00	\$ 558,500.00	Replace	\$ 2,000.00	\$ -	\$ 32,000.00	\$ 400,000.00	\$ 20,000.00	\$ -	\$ 2,500.00	\$ 42,000.00	\$ 42,000.00	\$ 558,500.00	\$ -	\$ -	\$ 558,500.00
0080	2020	Southgate Road 14	9.9	BR-1	55.99	0.00	7.99	\$ 458,000.00	\$ 1,016,500.00	Rehabilitate	\$ 5,000.00	\$ 10,000.00	\$ 54,000.00	\$ 336,000.00	\$ -	N/A	\$ -	\$ 34,000.00	\$ 34,000.00	\$ 1,016,500.00	\$ -	\$ -	\$ 1,016,500.00
0112	2020	Southgate Road 8	4.3	BR	56.07	N/A	4.00	\$ 253,000.00	\$ 596,500.00	Replace	\$ 3,000.00	\$ -	\$ 54,000.00	\$ 450,000.00	\$ -	\$ -	\$ 2,500.00	\$ 45,000.00	\$ 45,000.00	\$ 596,500.00	\$ -	\$ -	\$ 596,500.00
0019	2019	Southgate Road 5	2.4	CS	56.29	1.00	9.20	\$ 383,500.00	\$ 498,500.00	Rehabilitate	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 350,000.00	\$ 20,000.00	N/A	\$ 2,500.00	\$ 15,000.00	\$ 15,000.00	\$ 498,500.00	\$ -	\$ -	\$ 498,500.00
0116	2020	Southgate Side Road 57	3.05	CC	56.78	N/A	8.99	\$ 268,000.00	\$ 488,500.00	Replace	\$ 2,000.00	\$ -	\$ 54,000.00	\$ 390,000.00	\$ 10,000.00	\$ -	\$ 2,500.00	\$ 36,000.00	\$ 36,000.00	\$ 488,500.00	\$ -	\$ -	\$ 488,500.00
0084	2020	Southgate Side Road 41	8	BR-1	58.02	0.00	9.01	\$ 878,000.00	\$ 1,016,500.00	Rehabilitate	\$ 1,000.00	\$ 10,000.00	\$ 54,000.00	\$ 270,000.00	\$ -	N/A	\$ -	\$ 27,000.00	\$ 27,000.00	\$ 1,016,500.00	\$ -	\$ -	\$ 1,016,500.00
0108	2020	Southgate Side Road 49	6.1	BR-1	58.26	0.00	9.13	\$ 434,000.00	\$ 656,500.00	Rehabilitate	\$ 3,000.00	\$ 10,000.00	\$ 54,000.00	\$ 316,000.00	\$ -	N/A	\$ -	\$ 32,000.00	\$ 32,000.00	\$ 656,500.00	\$ -	\$ -	\$ 656,500.00
0029	2019	Southgate Road 12	13.2	BR-1	58.29	0.00	12.48	\$ 393,500.00	\$ 736,500.00	Rehabilitate	\$ 3,000.00	\$ -	\$ 32,000.00	\$ 500,000.00	\$ 20,000.00	N/A	\$ 2,500.00	\$ 50,000.00	\$ 50,000.00	\$ 736,500.00	\$ -	\$ -	\$ 736,500.00
0029	2019	Southgate Road 14	3.7	CC	58.54	N/A	8.70	\$ 288,500.00	\$ 558,500.00	Replace	\$ 1,000.00	\$ -	\$ 32,000.00	\$ 400,000.00	\$ 20,000.00	\$ -	\$ 2,500.00	\$ 42,000.00	\$ 42,000.00	\$ 558,500.00	\$ -	\$ -	\$ 558,500.00
0032	2019	Southgate Road 14	3.6, 3.6	CS	59.13	1.00	9.57	\$ 352,500.00	\$ 738,500.00	Rehabilitate	\$ 3,000.00	\$ -	\$ 32,000.00	\$ 230,000.00	\$ 20,000.00	N/A	\$ 2,500.00	\$ 25,000.00	\$ 25,000.00	\$ 738,500.00	\$ -	\$ -	\$ 738,500.00
0041	2020	Southgate Road 4	29.2	BR-2	59.92	0.00	9.56	\$ 582,000.00	\$ 2,084,000.00	Rehabilitate	\$ 7,000.00	\$ 20,000.00	\$ 54,000.00	\$ 446,000.00	\$ -	N/A	\$ -	\$ 44,000.00	\$ 44,000.00	\$ 2,084,000.00	\$ -	\$ -	\$ 2,084,000.00
0077	2020	Southgate Road 14	9.1	BR-1	60.83	0.31	10.31	\$ 279,000.00	\$ 1,016,500.00	Rehabilitate	\$ 1,000.00	\$ 10,000.00	\$ 54,000.00	\$ 387,000.00	\$ -	N/A	\$ -	\$ 19,000.00	\$ 19,000.00	\$ 1,016,500.00	\$ -	\$ -	\$ 1,016,500.00
0067	2020	Southgate Side Road 49	3.7	BR	60.73	N/A	10.87	\$ 201,000.00	\$ 536,500.00	Replace	\$ 2,500.00	\$ -	\$ 54,000.00	\$ 400,000.00	\$ -	\$ -	\$ 2,500.00	\$ 40,000.00	\$ 40,000.00	\$ 536,500.00	\$ -	\$ -	\$ 536,500.00
0064	2020	Southgate Road 26	8	BR-1	61.16	0.58	10.58	\$ 282,000.00	\$ 956,500.00	Rehabilitate	\$ 3,500.00	\$ -	\$ 54,000.00	\$ 190,000.00	\$ -	N/A	\$ -	\$ 19,000.00	\$ 19,000.00	\$ 956,500.00	\$ -	\$ -	\$ 956,500.00
0099	2020	Southgate Side Road 49	6.1	BR-1	61.30	0.05	13.01	\$ 264,000.00	\$ 656,500.00	Rehabilitate	\$ 1,000.00	\$ -	\$ 54,000.00	\$ 500,000.00	\$ -	\$ -	\$ 2,500.00	\$ 25,000.00	\$ 25,000.00	\$ 656,500.00	\$ -	\$ -	\$ 656,500.00
0038	2019	Southgate Side Road 71	3.7	BR	61.89	N/A	0.00	\$ 172,000.00	\$ 558,500.00	Replace	\$ 2,500.00	\$ -	\$ 1,000.00	\$ 400,000.00	\$ 20,000.00	\$ -	\$ 2,500.00	\$ 42,000.00	\$ 42,000.00	\$ 558,500.00	\$ -	\$ -	\$ 558,500.00
0037	2019	Southgate Road 24	3.7	BR	62.13	N/A	11.07	\$ 226,000.00	\$ 498,500.00	Replace	\$ 3,500.00	\$ -	\$ 32,000.00	\$ 350,000.00	\$ 20,000.00	\$ -	\$ 2,500.00	\$ 37,000.00	\$ 37,000.00	\$ 498,500.00	\$ -	\$ -	\$ 498,500.00
0085	2020	Southgate Road 26	5.69	BR-1	63.29	1.45	11.65	\$ 253,000.00	\$ 656,500.00	Rehabilitate	\$ 5,000.00	\$ -	\$ 54,000.00	\$ 165,000.00	\$ -	N/A	\$ -	\$ 17,000.00	\$ 17,000.00	\$ 656,500.00	\$ -	\$ -	\$ 656,500.00
0022	2019	Southgate Road 12	6	BR-1	64.48	2.24	12.24	\$ 266,500.00	\$ 736,500.00	Rehabilitate	\$ 5,000.00	\$ 24,000.00	\$ 52,000.00	\$ 158,000.00	\$ 20,000.00	N/A	\$ 2,500.00	\$ 18,000.00	\$ 18,000.00	\$ 736,500.00	\$ -	\$ -	\$ 736,500.00
0113	2020	Southgate Road 8	22.3	BR-2	64.52	2.26	12.26	\$ 901,500.00	\$ 2,469,000.00	Rehabilitate	\$ 2,000.00	\$ 15,000.00	\$ 54,000.00	\$ 705,500.00	\$ -	N/A	\$ -	\$ 71,000.00	\$ 71,000.00	\$ 2,469,000.00	\$ -	\$ -	\$ 2,469,000.00
0100	2020	Southgate Road 10	4.6	BR-1	64.60	2.30	12.30	\$ 224,500.00	\$ 668,500.00	Rehabilitate	\$ 1,000.00	\$ -	\$ 54,000.00	\$ 130,500.00	\$ 10,000.00	N/A	\$ -	\$ 15,000.00	\$ 15,000.00	\$ 668,500.00	\$ -	\$ -	\$ 668,500.00
0008	2019	Southgate Side Road 21	4.2	CC	65.40	N/A	4.90	\$ 199,000.00	\$ 618,500.00	Replace	\$ 4,500.00	\$ -	\$ 32,000.00	\$ 450,000.00	\$ 20,000.00	\$ -	\$ 2,500.00	\$ 47,000.00	\$ 47,000.00	\$ 618,500.00	\$ -	\$ -	\$ 618,500.00
0111	2020	Southgate Side Road 14	7.5m (3.0m skew span)	BR	66.15	N/A	13.08	\$ 190,000.00	\$ 716,500.00	Replace	\$ 1,000.00	\$ -	\$ 54,000.00	\$ 550,000.00	\$ -	\$ -	\$ 2,500.00	\$ 53,000.00	\$ 53,000.00	\$ 716,500.00	\$ -	\$ -	\$ 716,500.00
0007	2019	Southgate Road 12	9.2	BR-1	66.21	2.90	12.50	\$ 314,000.00	\$ 918,500.00	Rehabilitate	\$ 5,000.00	\$ -	\$ 32,000.00	\$ 397,500.00	\$ 20,000.00	N/A	\$ 2,500.00	\$ 22,000.00	\$ 22,000.00	\$ 918,500.00	\$ -	\$ -	\$ 918,500.00
0026	2019	Southgate Road 14	3.3	CS	66.37	3.00	13.19	\$ 172,500.00	\$ 498,500.00	Rehabilitate	\$ 2,000.00	\$ -	\$ 3,000.00	\$ 120,000.00	\$ 20,000.00	N/A	\$ 2,500.00	\$ 14,000.00	\$ 14,000.00	\$ 498,500.00	\$ -	\$ -	

Township of Southgate - CAPITAL WORKS BY BCI																								
Structure No.	Inspect Year	Road Name	Span(s) (m)	Deterioration Curve	BCI	Years to Rehab	Years to Replace	Total Cost of Rehabilitation	Total Cost of Replacement	Recommended Work	Maintenance Needs	Additional Investigations	Roadside Protection	Structure Repair/Replacement	Associated Work	Staging	Environmental Assessment	Contingency	Engineering Design	Capital Works Within 1 Year	Capital Works 1 - 5 Years	Capital Works 6 - 10 Years	10-Year Capital Works Cost	
0017	2019	Southgate Road 4	9.25	BR-1	73.63	6.72	16.72	\$ 407,500.00	\$ 978,500.00	Rehabilitate	\$ 3,000.00	-	\$ 52,000.00	\$ 275,000.00	\$ 20,000.00	N/A	\$ 2,500.00	\$ 30,000.00	\$ 28,000.00	\$ -	\$ -	\$ 407,500.00	\$ 407,500.00	
0048	2019	Southgate Road 24	1.65	CC	73.50	N/A	18.50	\$ 88,000.00	\$ 541,500.00	Replace	\$ 1,500.00	-	\$ 1,000.00	\$ 400,000.00	\$ 5,000.00	-	\$ 2,500.00	\$ 41,000.00	\$ 41,000.00	\$ -	\$ -	\$ -	\$ -	
0012	2019	Southgate Road 12	13.6	BR-1	73.55	6.78	16.78	\$ 217,000.00	\$ 1,218,500.00	Rehabilitate	\$ 5,500.00	-	\$ 52,000.00	\$ 113,500.00	\$ 20,000.00	N/A	\$ 2,500.00	\$ 14,000.00	\$ 15,000.00	\$ 5,000.00	\$ -	\$ 212,000.00	\$ 217,000.00	
0016	2019	Southgate Road 10	18.4	BR-1	73.63	6.82	16.82	\$ 262,500.00	\$ 1,737,500.00	Rehabilitate	\$ 4,500.00	-	\$ 52,000.00	\$ 154,000.00	\$ 20,000.00	N/A	\$ 2,500.00	\$ 18,000.00	\$ 16,000.00	\$ 30,000.00	\$ -	\$ 212,500.00	\$ 262,500.00	
0042	2019	Southgate Road 26	4.2	CS	73.88	N/A	17.16	N/A	\$ 553,500.00	Replace	\$ 1,000.00	-	\$ 52,000.00	\$ 430,000.00	\$ 15,000.00	-	\$ 2,500.00	\$ 42,000.00	\$ 42,000.00	\$ -	\$ -	\$ -	\$ -	
0008	2019	Southgate Road 12	12	BR-1	73.94	6.70	16.97	\$ 240,500.00	\$ 985,500.00	Rehabilitate	\$ 4,000.00	-	\$ 20,000.00	\$ 158,000.00	\$ 25,000.00	N/A	\$ 2,500.00	\$ 19,000.00	\$ 16,000.00	\$ 192,500.00	\$ -	\$ 48,000.00	\$ 240,500.00	
0054	2019	Southgate Road 24	8.3	CS	73.86	N/A	17.20	\$ 113,500.00	\$ 498,500.00	Replace	\$ 2,500.00	-	\$ 52,000.00	\$ 350,000.00	\$ 20,000.00	-	\$ 2,500.00	\$ 37,000.00	\$ 37,000.00	\$ -	\$ -	\$ -	\$ -	
0102	2020	Southgate Road 8	3m (4.25m skew span)	BR	74.06	N/A	17.03	\$ 175,000.00	\$ 596,500.00	Replace	\$ 6,000.00	-	\$ 54,000.00	\$ 450,000.00	-	-	\$ 2,500.00	\$ 45,000.00	\$ 45,000.00	\$ -	\$ -	\$ -	\$ -	
0018	2019	Southgate Oldroad 11	6, 6	BR-1	74.13	7.06	17.06	\$ 196,500.00	\$ 1,158,500.00	Rehabilitate	\$ 3,500.00	-	\$ 52,000.00	\$ 95,000.00	\$ 20,000.00	N/A	\$ 2,500.00	\$ 12,000.00	\$ 15,000.00	\$ -	\$ -	\$ 196,500.00	\$ 196,500.00	
0113	2019	Southgate Road 12	14.1	BR-1	74.25	7.07	17.07	\$ 227,000.00	\$ 1,038,500.00	Rehabilitate	\$ 3,000.00	-	\$ 52,000.00	\$ 122,500.00	\$ 20,000.00	N/A	\$ 2,500.00	\$ 15,000.00	\$ 15,000.00	\$ 5,000.00	\$ -	\$ 222,000.00	\$ 227,000.00	
0123	2020	Southgate Old Road 49	1.5, 1.5	CS	74.18	N/A	17.32	N/A	\$ 476,500.00	Replace	\$ 3,500.00	-	\$ 1,000.00	\$ 350,000.00	\$ -	-	\$ 2,500.00	\$ 35,000.00	\$ 35,000.00	\$ -	\$ -	\$ -	\$ -	
0011	2019	Southgate Oldroad 16	3.5, 3.5	BR-1	74.47	7.24	17.24	\$ 124,100.00	\$ 1,158,500.00	Rehabilitate	\$ 5,500.00	-	\$ 1,000.00	\$ 75,600.00	\$ 20,000.00	N/A	\$ 2,500.00	\$ 10,000.00	\$ 15,000.00	\$ -	\$ -	\$ 124,100.00	\$ 124,100.00	
0028	2019	Southgate Old Road 13	5.5	BR	74.61	N/A	17.80	\$ 91,500.00	\$ 541,500.00	Replace	\$ 1,000.00	-	\$ 52,000.00	\$ 400,000.00	\$ 5,000.00	-	\$ 2,500.00	\$ 41,000.00	\$ 41,000.00	\$ -	\$ -	\$ -	\$ -	
0043	2020	Southgate Oldroad 43	10	BR-1	74.69	7.35	17.35	\$ 183,000.00	\$ 1,136,500.00	Rehabilitate	\$ 4,500.00	-	\$ 54,000.00	\$ 103,000.00	\$ -	-	N/A	\$ -	\$ 11,000.00	\$ 15,000.00	\$ -	\$ -	\$ 183,000.00	\$ 183,000.00
0129	2019	Beep Parkway	1.8	CC	74.76	N/A	19.76	\$ 89,000.00	\$ 294,500.00	Replace	\$ 2,000.00	-	\$ 52,000.00	\$ 200,000.00	\$ -	-	\$ 2,500.00	\$ 20,000.00	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -	
0129	2020	Southgate Old Road 49	32	BR-2	74.77	7.39	17.39	\$ 469,000.00	\$ 2,878,500.00	Rehabilitate	\$ 3,500.00	\$ 10,000.00	\$ 54,000.00	\$ 835,000.00	\$ 10,000.00	N/A	\$ -	\$ 35,000.00	\$ 35,000.00	\$ -	\$ -	\$ 469,000.00	\$ 469,000.00	
0120	2020	Southgate Road 8	6	BR-1	74.81	7.40	17.40	\$ 174,000.00	\$ 656,500.00	Rehabilitate	\$ 2,000.00	-	\$ 54,000.00	\$ 35,000.00	\$ -	N/A	\$ -	\$ 10,000.00	\$ 15,000.00	\$ -	\$ -	\$ 174,000.00	\$ 174,000.00	
0101	2020	Southgate Road 4	6.1	BR-1	74.82	8.41	18.41	\$ 124,000.00	\$ 1,076,500.00	Rehabilitate	\$ 1,000.00	-	\$ 54,000.00	\$ 50,000.00	\$ -	N/A	\$ -	\$ 5,000.00	\$ 15,000.00	\$ -	\$ -	\$ 124,000.00	\$ 124,000.00	
0078	2020	Southgate Road 55	8	BR-1	74.91	7.45	17.45	\$ 143,500.00	\$ 776,500.00	Rehabilitate	\$ 1,000.00	-	\$ 1,500.00	\$ 115,000.00	\$ -	N/A	\$ -	\$ 12,000.00	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -	
0005	2019	Southgate Road 10	3.5	CS	75.00	N/A	17.78	N/A	\$ 474,500.00	Replace	\$ 2,000.00	-	\$ 1,000.00	\$ 350,000.00	\$ -	-	\$ 2,500.00	\$ 35,000.00	\$ 35,000.00	\$ -	\$ -	\$ -	\$ -	
0059	2019	Southgate Old Road 7	12.9	BR-2	75.32	20.27	31.61	\$ 231,500.00	\$ 2,312,500.00	Rehabilitate	\$ 1,500.00	-	\$ -	\$ 89,000.00	\$ 20,000.00	N/A	\$ 2,500.00	\$ 12,000.00	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -	
0049	2019	Southgate Road 24	4.05	CC	75.71	N/A	20.71	N/A	\$ 532,000.00	Replace	\$ 1,000.00	\$ 1,000.00	-	\$ 493,000.00	\$ -	-	\$ -	\$ 40,000.00	\$ 40,000.00	\$ -	\$ -	\$ -	\$ -	
0062	2019	Southgate Road 26	21	BR-2	81.21	16.21	28.10	\$ 143,000.00	\$ 1,507,500.00	Rehabilitate	\$ 5,500.00	-	\$ -	\$ 93,500.00	\$ 20,000.00	N/A	\$ 2,500.00	\$ 12,000.00	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -	
0014	2019	Southgate Oldroad 13	20	BR-2	82.70	17.70	45.00	\$ 48,000.00	\$ 1,829,500.00	Rehabilitate	\$ 3,000.00	-	\$ -	\$ 30,000.00	\$ -	N/A	\$ -	\$ 3,000.00	\$ 15,000.00	\$ -	\$ -	\$ 48,000.00	\$ 48,000.00	
0060	2019	Southgate Oldroad 13	6	BR-1	83.02	18.51	28.51	\$ 78,500.00	\$ 758,500.00	Rehabilitate	\$ 5,250.00	-	\$ -	\$ 40,000.00	\$ 15,000.00	N/A	\$ 2,500.00	\$ 6,000.00	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -	
0061	2020	Southgate Road 26	6	BR-1	84.25	19.38	29.38	N/A	\$ 716,500.00	Rehabilitate	\$ 3,000.00	-	\$ -	\$ -	\$ -	N/A	\$ -	N/A	N/A	\$ -	\$ -	\$ -	\$ -	
0083	2019	Southgate Road 26	7	BR-1	84.75	19.63	29.63	\$ 119,000.00	\$ 918,500.00	Rehabilitate	\$ 3,000.00	-	\$ -	\$ 71,500.00	\$ 20,000.00	N/A	\$ 2,500.00	\$ 10,000.00	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -	
0063	2020	Southgate Road 26	3.6	BR	85.42	N/A	32.71	N/A	\$ 476,500.00	Replace	\$ 3,500.00	-	\$ -	\$ 350,000.00	\$ -	-	\$ 2,500.00	\$ 35,000.00	\$ 35,000.00	\$ -	\$ -	\$ -	\$ -	
0020	2019	Southgate Oldroad 10	27.5	BR-2	88.92	28.41	47.00	N/A	\$ 1,714,500.00	Rehabilitate	\$ 1,500.00	-	\$ -	\$ -	\$ -	-	N/A	\$ -	N/A	N/A	\$ -	\$ -	\$ -	\$ -
0003	2019	Southgate Oldroad 19	2.2	CS	89.41	N/A	25.79	N/A	\$ 294,500.00	Replace	\$ 2,000.00	-	\$ 1,000.00	\$ 200,000.00	\$ -	-	\$ 2,500.00	\$ 20,000.00	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -	
0094	2020	Southgate Road 12	4	BR	90.06	N/A	31.03	N/A	\$ 476,500.00	Replace	\$ 2,000.00	-	\$ 54,000.00	\$ 350,000.00	\$ -	-	\$ 2,500.00	\$ 35,000.00	\$ 35,000.00	\$ -	\$ -	\$ -	\$ -	
0027	2019	Southgate Road 14	3.6	CC	94.94	N/A	46.90	N/A	\$ 534,500.00	Replace	\$ 250.00	-	\$ -	\$ 480,000.00	\$ -	-	\$ 2,500.00	\$ 40,000.00	\$ 40,000.00	\$ -	\$ -	\$ -	\$ -	
0023	2019	Southgate Road 12	4.4	CS	95.80	N/A	29.80	N/A	\$ 654,500.00	Replace	\$ 1,000.00	-	\$ -	\$ 500,000.00	\$ -	-	\$ 2,500.00	\$ 50,000.00	\$ 50,000.00	\$ -	\$ -	\$ -	\$ -	
0067	2019	Southgate Old Road 7	4.26	BR	96.48	N/A	42.19	N/A	\$ 714,500.00	Replace	\$ 2,500.00	-	\$ -	\$ 550,000.00	\$ -	-	\$ 2,500.00	\$ 55,000.00	\$ 55,000.00	\$ -	\$ -	\$ -	\$ -	
0038	2019	Southgate Road 24	3.048	CC	97.52	N/A	42.52	N/A	\$ 534,500.00	Replace	\$ 1,000.00	-	\$ -	\$ 400,000.00	\$ -	-	\$ 2,500.00	\$ 40,000.00	\$ 40,000.00	\$ -	\$ -	\$ -	\$ -	
0118	2020	Southgate Road 4	2.35, 2.35	CS	98.11	N/A	30.62	N/A	\$ 474,500.00	Rehabilitate	\$ 5	-	\$ 1,000.00	\$ -	\$ -	N/A	\$ -	N/A	N/A	\$ -	\$ -	\$ -	\$ -	
0043	2019	Southgate Old Road 75	2.2, 2.2	CS	98.69	N/A	30.94	N/A	\$ 493,500.00	Replace	\$ 1,000.00	-	\$ 1,000.00	\$ 350,000.00	\$ 15,000.00	-	\$ 2,500.00	\$ 37,000.00	\$ 37,000.00	\$ -	\$ -	\$ -	\$ -	
0126	2019	Southgate Oldroad 75	2.2, 2.2	CS	99.30	N/A	31.17	N/A	\$ 474,500.00	Replace	\$ 1,000.00	-	\$ 1,000.00	\$ 350,000.00	\$ -	-	\$ 2,500.00	\$ 35,000.00	\$ 35,000.00	\$ -	\$ -	\$ -	\$ -	
Sub Totals											\$ 308,450.00	\$ 218,500.00	\$ 4,236,500.00	\$ 35,057,900.00	\$ 1,035,000.00	\$ -	\$ 202,500.00	\$ 3,639,000.00	\$ 3,683,000.00	\$ 12,540,500.00	\$ 10,262,800.00	\$ 5,519,300.00	\$ 28,322,400.00	



6.0 Prioritization and Recommended Work

As an initial measure for prioritizing any required work, the structures have been ranked using their BCI values. A summary of the structures, in ascending order of BCI, along with their associated preliminary construction costs has been included in Appendix B. Two separate summary tables have been created to identify replacement and rehabilitation priority structures.

It should be noted that although the BCI is a good measure of the overall condition of the bridge, and therefore relative construction need, other factors are often considered when programming and prioritizing bridge work. Other factors that may be considered include:

- Traffic volume and number of trucks that regularly use the road;
- Load capacity restrictions at the site;
- Geometric restrictions (alignment or width);
- Pedestrian or cycling requirements;
- History of accidents or traffic conflicts;
- History of flooding or ice problems;
- Area growth and development; and
- In conjunction with already planned road improvements.

The prioritized capital works plan and associated construction costs can be used for estimating future capital budgets. The budgets and rehabilitation work plans have been provided for the Township's highest priority structures. There are currently 51 structures that have been identified as requiring work within the next five years. As such, the following 25 structures have been isolated and identified as requiring rehabilitation work or replacement within the next year. The structures have been identified for rehabilitation or replacement based on their condition during the latest completed inspection.

Table 5: Top Priority Replacement Structures

Structure No./Name	Road Name	Estimated Construction Cost
S075	Southgate Side Road 57	\$596,500.00
S097	Southgate Road 12	\$536,500.00
S098	Southgate Road 12	\$536,500.00
S031	Southgate Road 14	\$329,500.00
S033	Southgate Side Road 21	\$618,500.00
S036	Southgate Side Road 71	\$558,500.00
S125	Southgate Road 14	\$558,500.00
S128	Feairs Drive	\$498,500.00

Structure No./Name	Road Name	Estimated Construction Cost
S071	Southgate Road 22	\$716,500.00
S073	Southgate Road 22	\$656,500.00
S076	Southgate Side Road 57	\$716,500.00
Total		\$6,322,500.00

Table 6: Top Priority Rehabilitation Structures

Structure No./Name	Road Name	Estimated Construction Cost
S079	Southgate Road 14	\$406,000.00
S080	Southgate Road 14	\$458,000.00
S081	Southgate Road 14	\$385,000.00
S084	Southgate Side Road 41	\$378,000.00
S107	Southgate Side Road 47	\$760,000.00
S108	Southgate Side Road 49	\$434,000.00
S114	Southgate Road 4	\$582,000.00
S119	Southgate Side Road 61	\$837,500.00
S009	Southgate Road 12	\$280,500.00
S077	Southgate Road 14	\$279,000.00
S064	Southgate Road 26	\$282,000.00
S010	Southgate Sideroad 15	\$307,000.00
S016	Southgate Road 8	\$183,500.00
S032	Southgate Road 14	\$352,500.00
Total		\$5,925,000.00

Burnside recognizes that it is not feasible to complete all of the Capital Works requirements noted above in Table 5 and Table 6 within the recommended timeframe. The Township of Southgate may investigate deferring some of the rehabilitation work and plan for replacement based on structure type and location. On low volume roads with less than 200 vehicles per day, the Township could explore alternative replacement options, such as single-lane prefabricated structure options, removing the structure and closing the road, or replacing the structures under their own forces.

Burnside has also identified several sites in Table 7 below where the Township can investigate options to replace the existing structures under their own forces with single or multi-cell culverts based on the following criteria:

- Span less than 5 m+/-;

- Slow moving watercourse or equalization structure;
- Existing culvert may be located on a municipal drain;
- Greater than 0.6 m of fill above the existing structure;
- Warm water fishery / low quality watercourse; and
- Replacement recommended within the next 10 years.

Table 7: Additional Sites Identified for Potential Multi-Cell System Replacement

Structure No./Name	Road Name	Timeline for Rehabilitation / Replacement Works
S75	Southgate Side Road 57	Replacement within 1 year.
S98	Southgate Road 12	Replacement within 1 year.
S125	Southgate Road 14	Replacement within 1 year.
S128	Feairs Drive	Replacement within 1 year.
S34	Southgate Road 14	Replacement in approximately 3 years.
S55	Southgate Road 24	Replacement in approximately 4 years
S16	Southgate Road 8	Rehabilitation within 1 year. Replacement in approximately 8 years.
S32	Southgate Road 14	Rehabilitation within 1 year. Replacement in approximately 9 years.

7.0 Five Year Capital Plan

The structures in the 5-year Capital Plan shown below in Table 8 have been ordered for rehabilitation or replacement based on their condition during the latest completed inspection. The recommendations also take in account additional factors such as: low traffic volume roads, schedule reconstruction projects, and close proximity of priority structures. Based on the number of structures (118) in the Township's Inventory, Burnside has assumed two structures should be repaired or replaced on an annual basis.

Costing breakdown for planning and engineering design has also been provided below. It should be noted that the priorities listed may change and will need to be re-assessed during each OSIM inspection cycle.

Table 8: Five-Year Capital Plan

Year	Design and Planning		Capital Works		Total Annual Budget
	Structure No./Name	Cost	Structure No./Name	Cost	
2020	S031* S033	\$23,000.00 \$47,000.00	S031*	\$329,500.00*	\$399,500.00
2021	S098* S097	\$40,000.00 \$40,000.00	S033	\$618,500.00	\$698,500.00
2022	S075* S125*	\$45,000.00 \$42,000.00	S098* S097	\$536,500.00* \$536,500.00	\$1,160,000.00
2023	S071 S058	\$55,000.00 \$37,000.00	S075 S125*	\$596,500.00 \$558,500.00	\$1,247,000.00
2024	S119 S128*	\$220,000.00 \$37,000.00	S071 S058	\$716,500.00 \$498,500.00	\$1,472,000.00
2025	S073 S081	\$50,000.00 \$80,000.00	S128*	\$498,500.00	\$628,500.00

* Note: The design and construction costs for S031, S098, S075, S125 and S128 may be significantly reduced if it is determined after appropriate evaluation, that multi-cell culverts are deemed to be a suitable replacement option for each site.

8.0 Summary

The 2020 OSIM inspections were carried out by Burnside on behalf of the Township of Southgate to identify the current condition of all the structures within the Township's inventory. The Summary Reports provided in Appendix A summarize the maintenance needs, additional investigations, and capital works requirements for each structure. The capital works for each structure has been given a priority of six to ten years, one to five years, within one year and urgent, based on the current BCI.

We trust the summary report provides all the information that you require at this time. If you have any questions or comments, please do not hesitate to contact us.



Staff Report FIN2020-023

Title of Report: FIN2020-023 2021 Budget
Department: Finance
Council Date: October 7, 2020

Recommendation:

Be it resolved that Council receive Staff Report FIN2020-023 2021 Budget as information.

Background:

Municipal Act, 2001 s. 290(1) requires a municipality shall:

“prepare and adopt a budget including estimates of all sums required during the year for the purposes of the municipality, including,

- (a) amounts sufficient to pay all debts of the municipality falling due within the year”.

Staff Comments:

Staff has prepared the following timeline for the 2021 Budget process:

October 7, 2020	9am	Regular Council	Set Budget timeline
November 10, 2020	9am	Council/ Committee of the Whole	Present 2021 Multi-year Capital Forecast
November 24, 2020	9am	Council/ Committee of the Whole	Discuss/recommend 2021 Capital Budget
December 9, 2020	9am	Council/ Committee of the Whole	Present 2021 Operating Budget
December 23, 2020	9am	Council/ Committee of the Whole	Discuss/Recommend 2021 Operating Budget
January 13, 2021	9am	Regular Council	Approval of 2021 Operating and Capital Budget

The above plan anticipates the use of online public engagement tools for the 2021 Budget in lieu of Public Information Meetings. The public also has the opportunity to speak directly to Council during open-forum at each council meeting.

The 2021 Budget timeline will be posted on the website.

Financial Implications:

The Township of Southgate is required to approve a budget annually. The proposed timeline would allow for approval of the 2021 Budget in January 2021.

Communications & Community Action Plan Impact:

This report has been written and presented to Council in accordance with the Southgate Community Action Plan:

Mission Statement Pillars

- Trusted Government
- Economic Prosperity.

Themes:

- Municipal Services
- Public Communications

Core Values:

- Integrity
- Stewardship

Concluding Comments:

The 2021 Budget timeline anticipates that the 2021 Operating and Capital Budget would be approved on January 13, 2021.

Respectfully Submitted,

Dept. Head: *Original Signed By*
William Gott, CPA, CA Treasurer

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

Accounts Payable

CIBC - 1 - Standard Cheque Register By Date

09/01/2020 thru 09/30/2020

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
039216	09/03/2020	001005	A.J. STONE COMPANY LTD	2,922.18
	Invoice 0000154093		07/08/2020 FIRE-ADAPTERS/NOZZLE	2,922.18
039217	09/03/2020	001044	ANCHEM SALES	637.66
	Invoice 196020		08/20/2020 WATER CHEMICALS	-33.90
	Invoice 195793		08/17/2020 WATER CHEMICALS	671.56
039218	09/03/2020	002002	B & M CONSTRUCTION	339.00
	Invoice 3664		08/10/2020 WTR LINE RPR BCKHOE-GLENELG 5	339.00
039219	09/03/2020	002047	BROADLINE EQUIPMENT RENTALS LTD	4,131.00
	Invoice 73185a		08/13/2020 CAP/WLR-ROLLR PCKR JUL13-AUG4	4,131.00
039220	09/03/2020	002057	BUCKHAM TRANSPORT LIMITED	3,836.35
	Invoice 28797		08/05/2020 WST-DISPOSAL CHR/ENVR TRNSP	3,836.35
039221	09/03/2020	003026	CARSON SUPPLY	372.39
	Invoice S1600748.002		08/19/2020 WTR-ALUM LCKBL DUST CAP X2	159.77
	Invoice S1600748.001		08/18/2020 WTR-3/4" PHILMAC COUPLING X12	212.62
039222	09/03/2020	003030	CEDARWELL EXCAVATING LTD	18,911.40
	Invoice 2036591		08/17/2020 CAP/WLR-EXCVTR/DOZER FLOATS	18,911.40
039223	09/03/2020	003056	CLAUSSEN FARMS CUSTOM FARMING INC	8,002.55
	Invoice 2020 008172		08/10/2020 CAP/RDS-PULVERIZE ASPHALT	8,002.55
039224	09/03/2020	003076	CORPORATE EXPRESS CANADA INC	193.06
	Invoice 53910495		08/14/2020 ADM-GLOVES/CLN RAGS/GLASS CLI	122.12
	Invoice 53890889		08/12/2020 ADM-ENVELOPES/PPR PADS/PENS	70.94
039225	09/03/2020	003083	COUNTY OF GREY	95,615.00
	Invoice July 2020		09/02/2020 JULY 2020 DEVELOPMENT FEES	95,615.00
039226	09/03/2020	003092	CADUCEON ENTERPRISES INC.	455.12
	Invoice 20-11753		08/24/2020 DDLK WATER ANALYSIS	14.41
	Invoice 20-11752		08/24/2020 DDLK WATER ANALYSIS	129.67
	Invoice 20-10948		08/13/2020 DDLK SEWAGE TESTING	166.96
	Invoice 20-11022		08/14/2020 DDLK WATER ANALYSIS	144.08
039227	09/03/2020	004039	DILLMAN SANITATION LTD	463.30
	Invoice 14230		08/20/2020 WST-AUG-SEPT TOILET RENTAL	175.15
	Invoice 14229		08/21/2020 WST-WLR AUG-SEPT TOILET RENT/	175.15
	Invoice 14257		08/30/2020 WST-DBL WASH STN RNTL AUG-SEF	113.00
039228	09/03/2020	004051	DONEGAN HAULAGE LIMITED	10,412.95
	Invoice 169209		08/13/2020 CAP/RD22-8 CAT D LOADER TRUCKS	10,412.95
039229	09/03/2020	004071	DUNDALK FOODLAND	6.77
	Invoice Tran2712		07/08/2020 RDS-CAT FOOD-SKUNK TRAPPING	6.77
039230	09/03/2020	004086	DYNAMIC ONLINE MARKETING CORP	565.00
	Invoice 128028		04/08/2020 FIRE-PUBLIC EDUCATION	565.00
039231	09/03/2020	005015	EH!TEL NETWORKS INC	146.89
	Invoice ET-120421		08/15/2020 ADMIN-INTERNET	146.89
039232	09/03/2020	005035	ESKER-LEE FARMS INC.	13,420.92
	Invoice 7020		08/10/2020 CAP/RD22-GRAVEL	10,319.07

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	Invoice 7082		08/21/2020 CAP/WLR-TRIAXLE TRCK HAUL SOIL	3,101.85
039233	09/03/2020	005037	EVANS UTILITY & MUNICIPAL PROD	1,053.16
	Invoice 0000160863		08/11/2020 WTR-NO LEAD IDLER/METER TAILS	1,053.16
039234	09/03/2020	005042	ESOLUTIONS GROUP LIMITED	4,859.00
	Invoice 125762		08/13/2020 CLRK-HOSTING LCNS THRU JUL202	4,859.00
039235	09/03/2020	006027	FREEZIECAT APPLIANCE SERVICE L	1,603.47
	Invoice 12082		07/21/2020 RDS-UNIT 100 INSTALL COMPRESSF	1,380.86
	Invoice 12098		07/29/2020 RDS-VOLVO WHEEL EXCV CONDENS	102.83
	Invoice 12083		07/21/2020 RDS-UNIT 212 CONDENSER LEAKS	119.78
039236	09/03/2020	008005	HACH SALES & SERVICE CANADA LTD	271.37
	Invoice 229985		08/25/2020 WW-GLASS FBR 47MM FILTERS	271.37
039237	09/03/2020	008021	HERALD NEWSPAPER CORP	41.53
	Invoice 19281		08/17/2020 AUG12 STHG FARMERS MARKET OF	28.25
	Invoice 19310		08/24/2020 LIB-AUG 26 REOPENING TO PUBLIC	13.28
039238	09/03/2020	008027	HIGHLAND SUPPLY	658.58
	Invoice 288326		07/31/2020 ARENA-TORO Z-TURN BLADE REPAI	557.04
	Invoice 287503		07/06/2020 REC-SPOOL AUTOCUT 25 2	14.74
	Invoice 288283		07/30/2020 RDS-FAST ORANGE 4.54L	26.18
	Invoice 287567		07/08/2020 CAP/WTR-FUNNEL	19.78
	Invoice 287783		07/15/2020 RDS-CHAINSAW CHAINS	37.63
	Invoice 288258		07/29/2020 RDS-PTO LOCK PIN 1 4IN	3.21
039239	09/03/2020	009010	INFINITY NETWORK SOLUTIONS	1,079.62
	Invoice 30440		09/01/2020 ADM-SEPT PHONE SIP	67.69
	Invoice 30458		08/28/2020 ADM-AUGUST MS EXCH/EMAIL RFNE	-8.11
	Invoice 30439		09/01/2020 ADM-SEPT MS365/ONLINE PLANS	520.37
	Invoice 30134		08/17/2020 RDS-DDLK DEPOT WIFI SETUP/CBL	499.67
039240	09/03/2020	012010	LIBRARY BOUND INC	447.09
	Invoice 30081666		04/14/2020 LIBRARY BOOKS	447.09
039241	09/03/2020	013011	MAPLE LANE FARM SERVICE INC.	101.64
	Invoice 1195986		07/16/2020 RDS-FLOAT EQUIPMENT	101.64
039242	09/03/2020	013035	MCDONALD HOME HARDWARE	1,005.31
	Invoice 92486		08/25/2020 TOWN HALL-RCPTCL COVER	1.34
	Invoice 92308		08/19/2020 ARENA-FRACTIONL TAPS 18NC/24NI	21.67
	Invoice 92281		08/18/2020 REC-BUNGEE CORDS 4PKS	25.94
	Invoice 92367		08/20/2020 LIB-STAPLES/CRDLS KETL JUG	38.06
	Invoice 92364		08/20/2020 ARENA-4 SHELF METAL UNIT	248.57
	Invoice 92541		08/26/2020 RDS-COUPPLING PVC/ABS	8.11
	Invoice 92348		08/20/2020 RDS-WATCH BATTERIES	18.07
	Invoice 92363		08/20/2020 RDS-LEATHER GLOVES X30	304.76
	Invoice 92244		08/17/2020 RDS-ALK BTTRY/2X4 STAKES	32.68
	Invoice 92111		08/13/2020 RDS-CARB FRM 24T BLADE	10.14
	Invoice 92113		08/13/2020 RDS-CARB 24/40T BLADES	2.26
	Invoice 92491		08/25/2020 RDS-MORTAR MIX 30KG	8.69
	Invoice 92455		08/24/2020 RDS-2X6 SPRUCE STAKE/HX SCREV	133.29
	Invoice 92460		08/24/2020 RDS-2X8 SPR STAKES/NUTDRVR SE	72.27
	Invoice 92272		08/18/2020 RDS-STAKES/MASN LINE/ADHSV CN	79.46
039243	09/03/2020	013058	MINISTER OF FINANCE	100,001.90

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	Invoice	101108201235094	08/15/2020	POLICING CONTRACTS AUGUST 202	96,809.00
	Invoice	1-118473016-6	08/02/2020	2014-09 SEP'20 TILE LOAN REPAY	3,192.90
039244	09/03/2020	013075	MOOREFIELD EXCAVATING		36,971.25
	Invoice	con 5619-19, cert 10	08/28/2020	RDS/CAP-MAIN ST RECONSTRUCTIC	36,971.25
039245	09/03/2020	013097	MCDUGALL ENERGY INC.		5,304.58
	Invoice	4664519	08/13/2020	HOLSTEIN DEPOT DYED DIESEL	826.09
	Invoice	4664520	08/13/2020	HOLSTEIN DEPOT CLEAR DIESEL	2,951.06
	Invoice	4680368	08/25/2020	RDS-HPVL PIT DYED DRAGLINE	1,527.43
039246	09/03/2020	014016	NORTH WELLINGTON CO-OPERATIVE		58.74
	Invoice	692884	07/28/2020	RDS-SQUARE SHOVEL X2	58.74
039247	09/03/2020	016044	PUROLATOR INC		169.36
	Invoice	445314142	08/21/2020	WTR/CEM-SHIP FROM/SHIP TO	104.56
	Invoice	445255625	08/14/2020	CLRK-SHIP TO MSTR FIN/GRY CNTY	64.80
039248	09/03/2020	018007	R.J. BURNSIDE & ASSOCIATES LIM		13,842.50
	Invoice	300042583.2020-1	08/20/2020	CAP-2020 JULY BRIDGE INSPCTNS	13,842.50
039249	09/03/2020	018015	REEVES CONSTRUCTION LTD		24,426.05
	Invoice	3349	08/14/2020	CAP/RD22-EXCV/PUMP/LABOUR/TO	6,904.30
	Invoice	3347	08/14/2020	CAP/WLR-EXCV/PUMPS/LABOUR/TO	14,678.70
	Invoice	3348	08/14/2020	RDS-TRUCKS/GRAN A FREY 29436	2,843.05
039250	09/03/2020	019084	SUPERIOR TIRE SALES & SERVICE		173.72
	Invoice	SUP0040651	08/13/2020	WST-UNIT 219 TIRE REPAIR	173.72
039251	09/03/2020	020006			60.00
	Invoice	August 19, 2020	08/19/2020	AG-LVSTCK EVAL 1 VISIT2020-007	60.00
039252	09/03/2020	020026			300.00
	Invoice	August 2020	09/03/2020	LIBRARY CLEANING FOR AUGUST	300.00
039253	09/03/2020	020042	TRILLIUM FORD LINCOLN LTD		38.99
	Invoice	RT07286	08/19/2020	BLDG-TIRE LEAK LABOUR	38.99
039254	09/03/2020	020044	TRITON ENGINEERING SERVICES LTD		34,105.35
	Invoice	51165	05/31/2020	R-CAP-M5619 MAIN ST/9 RECONSTR	16,835.06
	Invoice	51152	05/31/2020	R-A4171 FLATO GLENELG MAY DSGI	4,310.95
	Invoice	51151	05/31/2020	R-A4169 FLATO N MAY REVIEW	1,892.75
	Invoice	51146	05/31/2020	R-A4153 FLATO W REALE MAY CCT\	911.82
	Invoice	51147	05/31/2020	R-A4153 FLATO W BL75 MAY DSGN	720.38
	Invoice	51145	05/31/2020	R-A4152 WHITE ROSE MAR/APR/MA\	866.15
	Invoice	51149	05/31/2020	R-A4165 WHITEROSE PH3 MAY DSG	3,017.10
	Invoice	51148	05/31/2020	WTR-A4160 MAY CAD MODEL/GRCA	398.33
	Invoice	51187	05/31/2020	CAP-W4609 DDLK WW EA MAY DSGI	1,658.28
	Invoice	51186	05/31/2020	W4600 DDLK LAGOON SLUDGE ASM	528.28
	Invoice	51185	05/31/2020	CAP-T4612 DDLK WATER TOWER M\	2,966.25
039255	09/03/2020	025002	YOUNG'S BUILDING MATERIALS INC.		989.48
	Invoice	687608	08/10/2020	CAP/RD22-SFTY/ORANGE MRK SPR/	142.24
	Invoice	682290	07/07/2020	REC-HANDIFORM WAXED QUIK TUB	16.94
	Invoice	682479	07/08/2020	REC-PLASTIC FENCE POSTS/BASE	34.78
	Invoice	684031	07/17/2020	REC-20' VISTA SANDLEWOOD X8	795.52
039256	09/03/2020	098002			808.00

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	Invoice September 3, 2020		09/02/2020 ENTRNC PERM CNCLD-2020-31 RFNI	808.00
039257	09/03/2020	098002		250.00
	Invoice Sept 2, 2020		09/02/2020 CNCLD PERMIT-2020-220 REFUND	250.00
039258	09/03/2020	099001	552976 ONTARIO LIMITED	6,744.98
	Invoice 2020-2130		08/18/2020 CAP/RD22-CAL CHLOR DUST CNTRL	3,372.49
	Invoice 2020-2129		08/14/2020 RDS-RD8 CAL CHLOR DUST CNTRL	3,372.49
039259	09/03/2020	099002	BETTER MEASURES INCORPORATED	1,808.00
	Invoice 3433		08/13/2020 RDS-HPVL PIT VOLUM CALC/SURVE	1,808.00
039260	09/03/2020	099003	DAR-LYN POOLS & SPAS	85.29
	Invoice 89659		08/17/2020 REC-POOL FG FASTENING KIT D X2	85.29
039261	09/03/2020	099003	EASTERN OVERHEAD DOORS LTD	1,356.00
	Invoice 13209		07/10/2020 EGOPTCLUB-INSTALL CRANK BARR	1,356.00
039262	09/03/2020	099007		60.00
	Invoice August 19, 2020		08/19/2020 AG-LVSTCK EVAL 1VISIT-2020-006	60.00
039263	09/03/2020	099007	SHARRATT WATER MANAGEMENT LTD.	15,978.20
	Invoice 2020 08-1		07/09/2020 WTR/WW-RATE STUDY/FINANCE PL	15,978.20
039264	09/03/2020	099007	STRADA SIGN SUPPLY INC.	3,776.86
	Invoice 3668		08/13/2020 RDS-HOLST ALUM HAZRDS/UCHANN	2,090.61
	Invoice 3669		08/13/2020 RDS-HPVL ALUM HIGH INT SIGNS	1,686.25
039265	09/03/2020	099007	SUMMA ENGINEERING LIMITED	152,510.45
	Invoice 0000115288		08/22/2020 WTR-WELL D3/D4 PLC/SCADA UPGF	152,510.45
039266	09/16/2020	001004	BARCLAY WHOLESale	994.12
	Invoice 33318		08/31/2020 AREN-ELECTRIC FOGGER SPRAYEF	994.12
039267	09/16/2020	001036	ALTRUCK INTERNATIONAL TRUCK CENTRES	3,595.67
	Invoice 590722		07/24/2020 RDS-UNIT 215 CLYINDER KIT	366.04
	Invoice 5011276		07/28/2020 RDS-#215 ECM CALIB/WIPER MOTOI	2,060.84
	Invoice 5011707		09/04/2020 RDS-UNIT 215 REPL ECB VALVE	1,168.79
039268	09/16/2020	002005	B. EDWARDS TRANSFER	2,429.50
	Invoice 641701		08/25/2020 SEWER-AUG 25/2020 FLUSHING 10H	2,429.50
039269	09/16/2020	002047	BROADLINE EQUIPMENT RENTALS LTD	10,845.75
	Invoice 75254		08/31/2020 ARENA-CONCRETE BREAKER	89.27
	Invoice w36203		08/31/2020 RDS/CAP-WLR PACKER REPAIRS	7,324.67
	Invoice 75585		08/28/2020 RDS/CAP-WLR ROLLER PACKR 4DA'	1,330.01
	Invoice 75440		08/28/2020 RDS-RD55 PAVING-ROL PCKR 10DA'	2,101.80
039270	09/16/2020	003030	CEDARWELL EXCAVATING LTD	25,967.40
	Invoice 2036656		08/25/2020 RD/CAP-WLR DOZR/TPSOIL/DITCHN	25,967.40
039271	09/16/2020	003065	COMPASS MINERALS CANADA CORP.	41,625.87
	Invoice 669781		08/21/2020 RDS-THAWROX-TREATED SALT TNF	4,780.48
	Invoice 669280		08/20/2020 RDS-THAWROX-TREATED SALT TNF	9,196.95
	Invoice 668804		08/19/2020 RDS-THAWROX-TREATED SALT TNF	18,317.87
	Invoice 667812		08/17/2020 RDS-THAWROX TREATED SALT TNF	9,330.57
039272	09/16/2020	003076	CORPORATE EXPRESS CANADA INC	275.78

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	Invoice 53983375		08/25/2020 REC/BLDG/CAO-SALE BOOK/FOLDEI	53.64
	Invoice 53994060		08/26/2020 ADMN-ENVELOPES	116.76
	Invoice 54071772		09/03/2020 CLRK/RDS/ADM-LAMINATE/PPR/PEN	105.38
039273	09/16/2020	003083	COUNTY OF GREY	878,234.75
	Invoice IVC00000000020840		08/31/2020 2020 LEVY-3RD INSTALLMENT	878,234.75
039274	09/16/2020	003092	CADUCEON ENTERPRISES INC.	1,009.68
	Invoice 20-12930		09/10/2020 DDALK WATER ANALYSIS/AFTER HF	170.63
	Invoice 20-12931		09/10/2020 DUNDALK WATER TESTING	144.08
	Invoice 20-12250		09/01/2020 DDLK NON-REG WATER TEST/AFT H	141.82
	Invoice 20-12624		09/04/2020 DUNDALK WATER TESTING	144.08
	Invoice 20-12623		09/04/2020 DDLK WATER TEST-RUSH SURCHRC	129.67
	Invoice 20-12091		08/28/2020 DUNDALK SEWAGE TESTING	135.32
	Invoice 20-12090		08/28/2020 DUNDALK WATER TESTING	144.08
039275	09/16/2020	004002	D.V. ELECTRIC	1,562.25
	Invoice 2408		09/01/2020 REC-HPVL FIELD LIGHT REPAIRS	135.60
	Invoice 2407		09/01/2020 REC-PAVILION MAIN PANEL REPAIR	268.50
	Invoice 2406		09/01/2020 ARENA-ZAMBONI ROOM PVC REPAI	223.97
	Invoice 2405		09/01/2020 SEWER-PUMP/EMERG LIGHT REPAI	934.18
039276	09/16/2020	004032	DEWAR SERVICES	318.47
	Invoice 16616		08/28/2020 SEWER-INFLUENT PUMP STRT RPAI	318.47
039277	09/16/2020	004069	DUNDALK EQUIPMENT	720.83
	Invoice 825		08/26/2020 RDS-MOWER REPAIRS	720.83
039278	09/16/2020	004081	DUNWOOD SIGNS & TEXTILES INC.	484.77
	Invoice 5941		08/31/2020 REC-HOLSTEIN SIGN	484.77
039279	09/16/2020	005039	EXCEL BUSINESS SYSTEMS	583.63
	Invoice 395239		08/30/2020 ADMIN-COPIER LEASE AUGUST	560.92
	Invoice 394056		08/30/2020 FIRE-AUGUST COPIER LEASE	22.71
039280	09/16/2020	006014	FIVE STAR CLEANING AND MAINTENANCE	5,493.66
	Invoice 15314		07/31/2020 REC/RDS-PRK/CEM JUL GRASS CUT	3,256.66
	Invoice 14767		03/30/2020 FIRE-MARCH 2 CLEANS/SNOW RMVI	282.50
	Invoice 15107		06/30/2020 FIRE-JUNE 2 CLEANS/5 LAWN CUTS	468.95
	Invoice 14975		05/31/2020 FIRE-MAY 2 CLEANS/2 GRASS CUTS	553.70
	Invoice 15395		08/31/2020 FIRE-AUG 2 CLEANS/4 GRASS CUTS	418.10
	Invoice 15368		09/08/2020 CEM-OPN/CLOSED GRAVE/FLOAT FI	513.75
039281	09/16/2020	007032	GRAND RIVER CONSERVATION AUTHO	1,174.34
	Invoice LEVY 2020-57		09/08/2020 2020 MUNICIPAL LEVY-INSTMNT 3	1,174.34
039282	09/16/2020	008027	HIGHLAND SUPPLY	10.09
	Invoice 289350		09/01/2020 RDS-GREASE FITTING KIT	10.09
039283	09/16/2020	008034	HOLSTEIN FEED MILL (2015) LTD	390.82
	Invoice 319832		08/31/2020 RDS/CAP-WLR OVERSEED MIX/OAT:	390.82
039284	09/16/2020	008041	HWY 4 TRUCK SERVICE LTD.	3,478.55
	Invoice 97392		08/19/2020 RDS-UNIT 205 STEERING/AC/BTTRY	1,855.48
	Invoice 97619		09/09/2020 RDS-#214 FUEL TANK STRAP/INSOL	775.01
	Invoice 97604		09/04/2020 RDS-#218 COMPL FLEET SRVC/PRT:	818.94
	Invoice 97373		08/27/2020 RDS-UNIT 205 AIR FILTER	29.12

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039285	09/16/2020	009010	INFINITY NETWORK SOLUTIONS	2,446.03
	Invoice 30580		09/11/2020 ADM-MS EXCH/365 SEP SRVC-	9.03
	Invoice 30537		09/09/2020 ADM-MS EXCHNGE SEP SRVCS-	5.38
	Invoice 30536		09/09/2020 ADM-SEPT VIP/MONITOR/MAINTNCE	2,431.62
039286	09/16/2020	010011		158.00
	Invoice September 12, 2020		09/12/2020 REC-TOWN HALL 4 SEPT CLEANS	158.00
039287	09/16/2020	011016	KEYSTONE USERS GROUP	25.00
	Invoice October 21, 2020		09/14/2020 OCT21/2020 FORUM REGIST-	25.00
039288	09/16/2020	012010	LIBRARY BOUND INC	1,633.22
	Invoice 30082722		08/31/2020 LIBRARY BOOKS	433.22
	Invoice 30082939		09/03/2020 LIBRARY BOOKS	384.23
	Invoice 30082343		08/25/2020 LIBRARY BOOKS	815.77
039289	09/16/2020	012013	LIFESAVING SOCIETY	25.02
	Invoice M141209		08/26/2020 REC/POOL-FIRST AID/CPR MANUAL	25.02
039290	09/16/2020	013035	MCDONALD HOME HARDWARE	783.68
	Invoice 92588		08/27/2020 ARENA-BRUSH SET/SCREWS	27.66
	Invoice 92596		08/27/2020 ARENA-WAX SEAL GASKETS	4.50
	Invoice 92610		08/27/2020 LIB-BATTERIES/TAPE	22.57
	Invoice 92920		09/08/2020 ARENA-6 SPRUCE 2X6	94.85
	Invoice 92553		08/26/2020 ARENA-LTX FLOOR PAINT	25.98
	Invoice 92994		09/10/2020 ARENA-THERMOSTAT GUARD	30.50
	Invoice 92928		09/08/2020 RDS-GARDEN SUPPLIES	10.14
	Invoice 92927		09/08/2020 RDS-5CF PLS TRAY GUE90 WHLBRV	96.04
	Invoice 92804		09/03/2020 RDS-BLDR HRDWRE/20PK CBL STPL	14.23
	Invoice 92622		08/28/2020 WTR-DISPSBL 16OZ PRPNE FUEL X2	19.19
	Invoice 92677		08/31/2020 RDS-MAGNSM S-HND FLOAT	67.79
	Invoice 92705		09/01/2020 WST-CRPTN SPF30 SUNBLC	13.55
	Invoice 92714		09/01/2020 RDS-FURN FILTERS/HND SANITIZER	97.64
	Invoice 93135		09/15/2020 REC-SPRUCE 2X4	15.12
	Invoice 93121		09/14/2020 REC-POOL ANTIFREEZE	22.55
	Invoice 92856		09/04/2020 POOL-F ADJ HD BM 12X4 CLAMPS	47.44
	Invoice 92582		08/27/2020 ARENA- CAULK	3.38
	Invoice 92609		08/27/2020 ARENA-CABLE/CLIP/TURNBuckle	101.36
	Invoice 92686		08/31/2020 AREN-SCRW PILOT STR/MULTI BLD	22.01
	Invoice 92701		08/31/2020 REC-12.8V 2PK LAMPS	5.64
	Invoice 92760		09/02/2020 ARENA-10' 2X4 SPRUCE X2	18.06
	Invoice 92769		09/02/2020 ARENA-SPRUCE 12' 2X4/ 8' 2X6	23.48
039291	09/16/2020	013047	METCON SALES & ENGINEERING LTD	5,359.82
	Invoice 4009141		09/03/2020 WTR-QCK CONNCT/FTTNG/PUMP HE	5,359.82
039292	09/16/2020	013058	MINISTER OF FINANCE	8,795.82
	Invoice 100209201058102		09/02/2020 JAN-JUN'20 RVNUE 1-117734082-7	-1,068.20
	Invoice 1-117734082-7		09/01/2020 AG-2013-10 TILE LOAN REPAYMENT	9,864.02
039293	09/16/2020	013097	MCDUGALL ENERGY INC.	12,693.06
	Invoice 4701896		09/10/2020 RDS-DDLK DEPOT DYED DIESEL	369.86
	Invoice 4683116		08/27/2020 MUNICIPAL OFFICE DYED DIESEL	1,818.40
	Invoice 4683117		08/27/2020 MUNICIPAL OFFICE REGULAR GAS	1,098.39
	Invoice 4686816		08/28/2020 MUNICIPAL OFFICE CLEAR DIESEL	5,848.52
	Invoice 4692035		09/01/2020 HOLSTEIN DEPOT DYED DIESEL	1,190.49
	Invoice 4692036		09/01/2020 HOLSTEIN DEPOT- CLEAR DIESEL	1,888.28
	Invoice 4694921		09/03/2020 HOLSTEIN DEPOT REGULAR GAS	479.12

Accounts Payable

CIBC - 1 - Standard Cheque Register By Date

09/01/2020 thru 09/30/2020

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
039294	09/16/2020	016034	POSTAGE SOLUTIONS INC.	145.68
	Invoice CA43266		07/30/2020 POSTAGE METER INK ROLLERS	75.69
	Invoice CA43242		07/21/2020 POSTAGE METER INK ROLLERS	69.99
039295	09/16/2020	016042	PRINT ONE	372.90
	Invoice 32129		09/09/2020 BLD-HVAC/INSUL/FINL INSP FORMS	372.90
039296	09/16/2020	018032	ROBERT'S FARM EQUIPMENT	470.49
	Invoice P32766		08/18/2020 REC-L ADER LEVER/ROLLER	131.59
	Invoice S25586		09/09/2020 RDS-UNIT 117 KUBOTA REPAIRS	338.90
039297	09/16/2020	019030	SHELBURNE HOME HARDWARE BUILDING CENTRE	307.82
	Invoice 306638/1		08/25/2020 ED-SIGNAGE SUPPLIES	307.82
039298	09/16/2020	019086	SHRED-IT	82.20
	Invoice 8101092157		08/31/2020 CLRKS-SHREDDING SERVICES	82.20
039299	09/16/2020	020022	THE MURRAY GROUP LIMITED	187,834.16
	Invoice MG-260-2020-0163		08/24/2020 CAP-RD22&55 SPLY/PLACE HL3/4/8	187,834.16
039300	09/16/2020	020044	TRITON ENGINEERING SERVICES LTD	37,409.52
	Invoice 51134		05/31/2020 CAP-I6430 RDS MGMT STUDY COMP	5,218.80
	Invoice 51150		05/31/2020 RDS-A4168 HWY10 RDVLP SITE PLN	1,375.78
	Invoice 51308		07/31/2020 R-A4169 FLATO NTH JULY-PH4,5,6	1,887.10
	Invoice 51307		07/31/2020 R-A4165 WHITE ROSE PH 3 JULY	5,111.84
	Invoice 51303		07/31/2020 R-A4152 WHITE ROSE EST JULY	4,885.69
	Invoice 51305		07/31/2020 R-A4153 REALE/FLATOW BL75 JULY	799.09
	Invoice 51304		07/31/2020 R-A4153 REALE SUB FLATOW JULY	2,774.74
	Invoice 51309		07/31/2020 A4175 PETAWAWA JULY SITE PLAN:	1,470.41
	Invoice 51336		07/31/2020 WTR/CAP-M5619 MAIN ST JULY FEE	6,620.73
	Invoice 51306		07/31/2020 WTR-A41160 2020 DW LICNSE RNWL	3,457.80
	Invoice 51362		07/31/2020 CAP/WTR-T4611 WELL5 JULY SRVC:	1,404.86
	Invoice 51363		07/31/2020 CAP/WTR-T4612 TOWER JULY FEES	484.49
	Invoice 51364		07/31/2020 CAP-W4600 LAGOON SLUDGE ASSM	161.03
	Invoice 51365		07/31/2020 CAP/WW-W4609 EA STUDY JULY FE	635.63
	Invoice 51366		07/31/2020 CAP/WTR-W4612 JULY SANI COLLC	1,121.53
039301	09/16/2020	020049	THE WELLINGTON ADVERTISER	728.85
	Invoice 258344		09/03/2020 PLN-PUBL MEET NOTICE-2021 FEES	728.85
039302	09/16/2020	022004	VANALSTINE AUTOMOTIVE	28.31
	Invoice 11430		08/25/2020 WTR-UNIT 311 PWR STEER LEAK	28.31
039303	09/16/2020	022012	VAN HARTEN SURVEYING INC.	1,426.96
	Invoice 00059838		08/31/2020 PROJ 28316-20 PARCEL MAPPING	1,426.96
039304	09/16/2020	023008	WASTE MANAGEMENT	9,305.34
	Invoice 0003466-0677-5		08/31/2020 WST-RECYCLING	9,305.34
039305	09/16/2020	023036	WILTONS SANITATION INC	700.60
	Invoice P27526		09/07/2020 REC/PRKS-AUG-SEPT TOILET RNTL	700.60
039306	09/16/2020	025002	YOUNG'S BUILDING MATERIALS INC.	345.68
	Invoice 687766		08/10/2020 WST-X6 500ML SANITIZERS	67.73
	Invoice 690842		09/01/2020 RDS-SCHL SIGN 49 POSTS/BACKFIL	277.95
039307	09/16/2020	098002		250.00

Accounts Payable

CIBC - 1 - Standard Cheque Register By Date

09/01/2020 thru 09/30/2020

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
	Invoice Sept 15, 2020		09/15/2020 BLDG-FINAL INSP RFND 2020-180	250.00
039308	09/16/2020	098002		250.00
	Invoice September 2/2020		09/02/2020 FINAL INSPECTION RFND 2020-071	250.00
039309	09/16/2020	098002		250.00
	Invoice September 2, 2020		09/02/2020 FNL INSP PERMIT RFND 2020-118	250.00
039310	09/16/2020	098002		1,307.00
	Invoice 09/04/2020		09/04/2020 REFUND OF EXCESS TAXES PAID	1,307.00
039311	09/16/2020	098002		500.00
	Invoice September 15, 2020		09/15/2020 BLD-FNL INSP RFND 2020-175/176	500.00
039312	09/16/2020	098002		250.00
	Invoice Sept 2/2020		09/02/2020 FINAL INSPECTION RFND 2020-196	250.00
039313	09/16/2020	098002		4,000.00
	Invoice September 8, 2020		09/08/2020 COMM ENTR PERM DEP RFND2019-	4,000.00
039314	09/16/2020	098002		250.00
	Invoice September 2 2020		09/02/2020 FINAL INSPECTION RFND 2020-184	250.00
039315	09/16/2020	099001	1894 INC.	3,376.44
	Invoice 1168		09/04/2020 RDS-WEATHER TRACKR NOV-OCT21	3,376.44
039316	09/16/2020	099002	BETTER MEASURES INCORPORATED	333.35
	Invoice 3459		08/28/2020 RDS-HPVL PIT VOLUME CALC RE-DC	333.35
039317	09/16/2020	099003	FRANK COWAN COMPANY	126.50
	Invoice IN000013291		08/31/2020 RDS-RISK# 01019-CLAIM P1910774	126.50
039318	09/16/2020	099004	GREY COUNTY FIRE TRAINING ASSOCIATION	400.00
	Invoice September 10, 2020		09/10/2020 FIRE-NFPA 1002-	400.00
039319	09/16/2020	099006	NEW WEST GYPSUM RECYCLING (ONT.) INC	684.33
	Invoice 223588		08/27/2020 WST-WALLBOARD RECYCLING SRV	684.33
039320	09/16/2020	099007	STRADA SIGN SUPPLY INC.	158.20
	Invoice 3680		09/01/2020 RDS-CNSTR VEHCL ONLY ALUM SIG	158.20
039321	09/16/2020	099008	THE SPIDERMEN	1,211.36
	Invoice 48425		09/04/2020 AREN-AUG/SEPT PREVENTVE TRTM	587.60
	Invoice 48426		09/04/2020 FMAC-AUG/SEP PRVNTATIVE TRTMI	282.50
	Invoice 48427		09/04/2020 SWNTPRK-AUG/SEP PREVNTV TRT	341.26

Cheque Register Total - 1,834,993.28

**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



234-2020-4019

September 18, 2020

RE: Parkland Dedication, Development Charges and the Community Benefits
Charges Authority

Dear Head of Council,

As you know, our government introduced the Housing Supply Action Plan last year with the goal of increasing the supply of housing across Ontario. As part of this effort, our Government introduced the community benefits charge (CBC) authority along with changes to the *Development Charges Act* and parkland dedication under the *Planning Act*.

Over the past year, the Ministry of Municipal Affairs and Housing consulted for over 300 days with municipalities, the development industry and the public on the implementation of the framework, including several aspects of the legislation and a regulatory approach. I value the input of our municipal partners.

I am writing to inform you that on September 18th, our government proclaimed the remaining amendments that were made to the *Development Charges Act* and the *Planning Act* by Bill 108, the *More Homes, More Choice Act*, and, Bill 197, the *COVID-19 Economic Recovery Act*. In addition, we have made a new regulation under the *Planning Act* and technical changes to regulations under the *Planning Act*, *Development Charges Act* and *Building Code Act* in order to finalize the framework for development charges, community benefits and parkland.

As of September 18, 2020, municipalities will have two years to transition to the new regimes. This will enable both the municipalities and builders to adjust to these changes in light of the pressures of COVID-19.

We listened to the feedback received during consultations, and that is why we are proposing to prescribe a percentage of 4% for the CBC authority that will be applied to land values to determine the maximum CBC for any particular residential development. The CBC could be used by local governments to fund capital costs of services that are needed due to higher density development and are not being recovered through other tools.

These amendments will enable growth to pay for growth, while also providing greater predictability of development costs in order to increase the supply of housing so that it is more attainable for Ontarians.

I thank you for your continued collaboration throughout the implementation of this new and enhanced framework.

Sincerely,



Steve Clark
Minister of Municipal Affairs and Housing

c: Chief Administrative Officers
Chief Planners
Municipal Treasurers
Kate Manson-Smith, Deputy Minister, Municipal Affairs and Housing
Alex Beduz, Chief of Staff to Minister Clark, Municipal Affairs and Housing
Jonathan Lebi, Assistant Deputy Minister, Local Government and Planning Policy Division
Caspar Hall, Director, Municipal Finance Policy Branch

September 19, 2020

MEMORANDUM TO: Municipal CAOs/Clerks

SUBJECT: **Enforcement and Amendments under the *Reopening Ontario Act, 2020***

The Ministry of the Solicitor General (ministry) would like to provide you with information on enforcement of orders and an update on amendments that have been made to the *Reopening Ontario (A Flexible Response to COVID-19) Act, 2020* (ROA) as well as O. Reg. 364/20 (Rules for Areas in Stage 3).

To address ongoing risks and effects of recent increase in COVID-19 cases (see the [Daily Summary of Cases in Ontario](#) for the most recent numbers), and to protect Ontario's recovery and keep people safe across the province, the ministry encourages municipal enforcement personnel, to work collaboratively with all enforcement personnel, including police services, on appropriate enforcement of the orders. This includes considering the importance of issuing tickets under Part I and/or summonses under Part III of the *Provincial Offences Act* (POA), taking into account the severity of the infraction/violation of an order and the Government of Ontario's public health intent to limit the spread of COVID-19. As a reminder, in order to help with enforcement of orders, under O. Reg. 114/20, a police officer or any other provincial offences officer may require an individual to provide the officer with the individual's correct name, date of birth and address if the officer has reasonable and probable grounds to believe that the individual has committed an offence under subsection 10 (1) of the ROA.

O. Reg. 364/20 Amendments

Effective September 19, the new maximum number of people permitted to attend organized public events and social gatherings, except where the event is held at a place operated by a business or organization in accordance with O. Reg. 364/20, is reduced to 10 people indoors (previous limit of 50) and 25 people outdoors (previous limit of 100) in all regions (see attached). This includes functions, parties, dinners, gatherings, BBQs or wedding receptions (but not ceremonies) held in private residences, backyards, parks and other recreational areas.

Note, the new limits for indoor and outdoor gatherings described cannot be combined to form a new capacity limit. In addition, these new rules do not apply to ‘monitored’ social gatherings or organized public events; i.e., social gatherings or organized public events held at a place operated by a business or organization in accordance with O. Reg. 364/20. This includes gatherings or events held in staffed businesses and facilities such as cinemas, convention centres, banquet halls, or restaurants, as well as gyms, recreational sporting or performing arts events. This is in recognition of the fact that these facilities and events are mandated to follow very specific public health and safety guidelines to minimize risk and limit any spread of COVID-19.

In addition, an amendment to O. Reg. 364/20 has been made to include new enforcement provisions that would authorize a police officer, special constable or First Nations constable to temporarily close any premises where the officer or constable has reasonable grounds to believe that a gathering or event is in violation of any gathering limits (including those described above). Individuals are required to leave the premises if they have been temporarily closed (unless it is their place of residence). Individuals are not permitted to re-enter the premises on the same day the premises were closed unless a police officer, special constable or First Nations Constable authorizes the re-entry. Individuals who are required to leave the premises, but do not, may be ticketed or charged under the offence provisions of the ROA or charged with obstructing a peace officer under the *Criminal Code of Canada*.

As a reminder, all orders under the ROA are currently extended to October 22, 2020, with the following exceptions:

- The [Education Sector](#) order ended on August 31, 2020.
- The [Limitation Periods](#) order ended and limitation periods and procedural time periods that had been suspended resumed on September 14, 2020.
 - Note that this includes limitation periods related to the POA for commencing a proceeding (e.g. laying an information or filing a certificate of offence).
 - The court retains the discretion to extend POA timelines, other than those for commencing a proceeding, under s. 85 of the POA.

Please note that the following workplaces, businesses or public spaces must remain closed:

- Amusement parks and water parks;
- Buffet-style food services;
- Nightclubs, except to serve food or beverages;
- Overnight camps for children; and
- Saunas, steam rooms, bath houses and oxygen bars.

There may be additional workplaces, businesses or public spaces that are not permitted to open pursuant to municipal by-laws or First Nations by-laws.

For information about other orders that continue to be in effect and enforceable under the ROA, please visit the link to the Act on e-Laws at <https://www.ontario.ca/laws/statute/20r17> and click on the “Regulations under this Act” tab.

We encourage enforcement personnel to continue to monitor www.ontario.ca/alert for information on updates to orders and order expiries/revocations.

Designated Enforcement Personnel

As was the case under the *Emergency Management and Civil Protection Act* (EMCPA), all police officers, First Nations Constables, and special constables may enforce orders that have been continued in effect under the ROA. In addition, the following enforcement personnel are designated to enforce orders that have been continued in effect under the ROA:

- All provincial offences officers designated by a minister of the Crown;
- All municipal law enforcement officers;
- All by-law enforcement officers of a municipality or local board of a municipality;
- All officers, employees or agents of a municipality or local board of a municipality whose responsibilities include enforcement of by-laws, Acts or regulations.

Offences and Penalties

The following offences and maximum penalties are set out under subsection 10(1) of the ROA:

“Every person who fails to comply with a continued section 7.0.2 order or who interferes with or obstructs any person in the exercise of a power or the performance of a duty conferred by such an order is guilty of an offence and is liable on conviction,

- (a) in the case of an individual, subject to clause (b), to a fine of not more than \$100,000 and for a term of imprisonment of not more than one year;
- (b) in the case of an individual who is a director or officer of a corporation, to a fine of not more than \$500,000 and for a term of imprisonment of not more than one year; and
- (c) in the case of a corporation, to a fine of not more than \$10,000,000.”

The orders currently in effect are continued orders under the ROA and any enforcement of orders must be done under the ROA as of July 24, 2020, when the provincial emergency declaration under the EMCPA ended. Enforcement personnel may continue to issue a ticket under Part I of the POA or a summons under Part III of the POA.

A person is guilty of a separate offence on each day that an offence under subsection 10(1) occurs or continues (s. 10(2)). Therefore, a separate charge can be laid for each day an offence occurs or continues.

Despite the maximum fines set out in subsection 10(1), the court that convicts a person of an offence may increase a fine imposed on the person by an amount equal to the financial benefit that was acquired by or that accrued to the person as a result of the commission of the offence (s. 10(3)).

Note that no person can be charged with an offence under subsection 10(1) for failing to comply with or interference or obstruction in respect of an order that has been amended retroactive to a date that is specified in the amendment, if the failure to comply, interference or obstruction is in respect of conduct to which the retroactive amendment applies and the conduct occurred before the retroactive amendment was made but after the retroactive date specified in the amendment (s. 10(4)).

Proposed ROA Amendments

On September 17, 2020, proposed amendments to the [ROA](#) were introduced in order to deter individuals from hosting certain prohibited gatherings by:

- Creating a new offence for hosting or organizing a gathering in residential premises contrary to the size limits established in orders continued under ROA.
- The owner or occupier of premises, if present at the gathering, would be presumed, in the absence of evidence to the contrary, to have hosted or organized the gathering.
- Creating a minimum fine of \$10,000 and following the existing maximum penalties under the ROA (see the Offences and Penalties section below for more information on the existing offence provisions and maximum fines).
- Creating authority for the Lieutenant Governor in Council to prescribe additional types of premises to which the new offence would apply.

The proposed legislative amendments, if passed, would come into force upon receipt of Royal Assent.

Thank you again for your continued support and collaboration during this challenging time.

Sincerely,

Original signed by

Richard Stubbings
Assistant Deputy Minister
Public Safety Division

From: [REDACTED]
To: [Barbara Dobreen](#); [Brian Milne](#); [Jason Rice](#); [John Woodbury](#); [Lindsey Green](#); [Michael Sherson](#); [Martin Shipston](#)
Subject: Dundalk Town Hall
Date: September 21, 2020 9:49:31 PM

To our esteemed council,

I wanted to take a moment to acknowledge a topic that you have all heard and no doubt discussed over the last few years and it is the Olde Town Hall. In these times it would seem trivial almost to worry about this as there are indeed more seemingly pressing issues but I'd like you to stop for a moment and consider Dundalk's bigger picture. Southgate's possible bridge, if you will?!

Dundalk has always struggled, in my mind, to capture people's interest. It just doesn't have it's "thing". However, I think they might be sitting on it.

Dundalk has changed dramatically in recent years mostly due to the surge of new homes people looking for country life, and a more affordable way of living. With that said comes many new faces, cultures and opportunities as a community.

This, to me, is the perfect chance for Dundalk to capitalize. The Olde Town Hall can be a connection for the "I have always lived here and the I've just arrived". How progressive would it be to have small town, rural Southgate learning, celebrating and understanding new cultures, traditions all the while preserving and sharing their own through various forms of entertainment?

It's my understanding that the support from the western section of the municipality Holstein and area extending to outside of Mount Forest isn't positive or non existent. To a certain degree I'm sure this is true. Sadly, many still view each section prior to amalgamation separately and always on the short end of the stick. As you all know each area is special (especially that Proton area where I fondly grew up lol). Also as we know they aren't comparable so the comprehensive approach works best.

Dundalk is our metropolis and if we don't feed it it won't grow. We have a building that has seen many days but still has an opportunity to shine. It will most definitely be an uphill battle but not one not worth trying.

I do hope you consider the thoughts from one of the western Southgaters. Thank you for your time.

Regards,
Cathy Lewis



DWSP Newsletter

Local Source Protection Committee Approves Annual Progress Report

The Source Protection Committee (SPC) approved this source protection region's annual progress report for submission to the Province of Ontario on May 1, 2020. This progress report documents the achievements we have made together to implement source protection plan policies that add protection to local municipal drinking water sources. You may download this report on the *Publications* page at home.waterprotection.ca

Highlights of the report include:

- 87% of the Saugeen, Grey Sauble, Northern Bruce Peninsula Source Protection Plan (SPP) policies that address significant drinking water threats have been fully implemented.
- Municipalities with vulnerable areas where significant drinking water threat policies apply have processes in place to ensure that their day-to-day planning decisions conform with the SPP policies. 95% of these municipalities have amended or are in the process of amending their Official Plan to conform with the SPP policies.
- There are 312 on-site sewage systems (septic systems) in this source protection region that are in the most vulnerable areas around municipal wells and subject to the mandatory re-inspection program. 98% of these systems have been inspected in accordance with Ontario Building Code.
- There are 152 drinking water protection zone signs that have been installed in the source protection region. The signs are installed on roads near municipal wells to alert citizens and emergency services that their actions in these zones can have an impact on a municipal drinking water source.
- 143 risk management plans (RMPs) have been established in this source protection region and there is 100% compliance by landowners with their individual plans.

"The Committee has spent more than 12 years developing the Source Protection Plan and its policies. Now, to see implementation going well is rewarding," said Committee Chair Bill Twaddle. During the COVID pandemic the local Source Protection Authorities and SPC has been able to meet their regulatory requirements under the Clean Water Act by holding meetings electronically. "Reviewing the annual progress report results and knowing that we are all doing our part to protect our region's drinking water sources confirms why we got involved in this critical program."

At the March 27, 2020 Source Protection Committee meeting, the following statement was provided: “The great progress to date on source protection plan implementation was made possible with the strong support and direct involvement of municipalities, agricultural and industry sectors, as well as other environmental and health-related stakeholder groups. It is important to note that there is an ongoing need for financial and stakeholder support and not to lose focus as the program approaches full implementation. While the number of remaining policies to be fully implemented is decreasing, a continued effort is required to address all significant threat policies as we approach the established implementation deadlines.” Source Protection Committee for Saugeen, Grey Sauble, Northern Bruce Peninsula Source Protection Region.

Source protection plan policies address 21 activities such as fuel or chemical storage, among others that can pose a significant threat to municipal drinking water sources in certain circumstances (for example, in certain quantities and in the most vulnerable locations such as municipal wellhead protection areas).

Section 36 Work Plan Approval and Amendments – Current Projects for 2020-2021

The Section 36 Workplan for Comprehensive Review and Update of the Saugeen, Grey Sauble, Northern Bruce Peninsula Source Protection Plan was approved by the Minister of the Environment, Conservation and Parks in January 2020.

The Workplan is required to include detailed steps for the comprehensive review and update of the Assessment Report and Source Protection Plan, and developed in consultation with the Saugeen, Grey Sauble, Northern Bruce Peninsula Source Protection Committee (SPC), municipalities, and the Ministry of the Environment, Conservation and Parks.

The Workplan activities focus on possible amendments to address increased salt storage and application threats; potential new municipal drinking water systems; fuel storage threats around the East Linton drinking water intake; policy effectiveness in respect to some higher risk areas; and associated edits due to provincial technical rule updates.

Going forward, any activities that impact a municipal drinking water supply and its users will follow a full public consultation process, as was conducted for previous Source Protection Plan amendments. Current pandemic protocols will apply to any consultation.

The Source Protection Committee has pursued the goal of clean, safe drinking water for residents and visitors to this Region and will continue these efforts as we continue with the Source Protection Plan implementation.



Commemorating 20 years since the water tragedy in Walkerton

This office placed social media posts on Twitter and Facebook to highlight the progress in water protection and the multi-barrier approach as part of a larger spring social media campaign that included content from Conservation Ontario. Due to Covid-19 Pandemic restrictions, an event in Walkerton was cancelled that would have included Justice O'Connor in attendance.

Scott Dunn, journalist with the Owen Sound Sun Times media group wrote a series of four articles, where past and present SPC members and staff are quoted:

1. <https://www.owensoundsuntimes.com/news/local-news/signs-point-to-walkertons-emergence-from-e-coli-disaster> (May 18, 2020)
2. <https://www.owensoundsuntimes.com/news/local-news/oconnor-restored-our-dignity-amid-walkerton-disaster> (May 19, 2020)
3. <https://www.thepost.on.ca/news/local-news/safer-tap-water-a-legacy-of-walkertons-tragedy> (May 29, 2020)
4. <https://www.thepost.on.ca/news/local-news/water-experts-call-on-province-to-extend-source-water-protection> (June 2, 2020)

There were commemoration articles featured in other news media too, including the Ontario Farmer publication - <https://www.ontariofarmer.com/news/farm-news/how-negligence-at-one-well-spurred-on-a-water-bureaucracy>

A new scholarship fund to support local students wishing to pursue careers in environmental science or clean water management was announced this year by the Municipality of Brockton. The Walkerton Clean Water Legacy Scholarship will honour those who suffered because of the water crisis and support the next generation of students embracing environmental stewardship and the protection of clean water. The fund will be administered through Community Foundation Grey Bruce, a charitable organization with over \$1.8 million invested in education funds. The Municipality of Brockton has set aside \$2,500 towards the scholarship fund, which will grow through donations from individuals and organizations.

Resources/Reference List – Walkerton Water Tragedy

Goal: Continued Awareness of need to protect drinking water sources

Format	Description/Location
Slide Deck	From Infamy to Excellence – Bruce Davidson https://www.gov.nl.ca/mae/files/waterres-training-adww-decade-15-bruce-davidson.pdf

Books	<p>Ensuring Safe Drinking Water: Learning from Frontline Experience with Contamination Paperback – May 15 2014 by Steve Hrudey (Author)</p> <ul style="list-style-type: none"> • ISBN-10: 1583219242 • ISBN-13: 978-1583219249 <p>Well of Lies: The Walkerton Water Tragedy Hardcover – March 26 2002 by Colin Perkel</p> <ul style="list-style-type: none"> • ISBN-10: 0771070195 • ISBN-13: 978-0771070198
Case Studies	<p>Walkerton Case Study from Safewater.org https://www.safewater.org/operation-water-health-1/2017/1/27/walkerton-case-study https://www.safewater.org/fact-sheets https://www.safewater.org/fact-sheets-1/2017/1/23/cost-benefit-analysis</p>
Libraries	<p>Walkerton Clean Water Centre Resource Library Online - you can search multiple topics and a search for https://wcwc.ca/services/drinking-water-resource-library/</p>
Inquiry Resources	<p>This is the official website of the public inquiry into the E.Coli contamination of the water supply in Walkerton, Ontario, and into the safety of Ontario's drinking water, established by the government of Ontario under the Public Inquiries Act. http://www.archives.gov.on.ca/en/e_records/walkerton/index.html</p>
Teacher Resources	<p>http://resources4rethinking.ca/en/resource/case-study-walkertons-tragedy Deadly Water: The Lessons of Walkerton https://media.curio.ca/filer_public/8f/7f/8f7fad52-2d78-46e0-aa78-44d5cadc9de1/walkerton-sep00.pdf</p>
Articles	<p>https://cela.ca/the-walkerton-tragedy-lessons-learned-and-unfinished-business/ https://www.cbc.ca/news/canada/inside-walkerton-canada-s-worst-ever-e-coli-contamination-1.887200</p>

20th Grey Bruce Children's Water Festival Postponed to 2021

In 2021, grade 4 students from 2020 will be invited to attend as “senior stewards”, along with the current grade-2021 4s so that they will not miss out on the experience of attending a water festival. A contest for a special 20th anniversary festival logo was held for grade 4 students across the region in 2020. Also, a contest for a new 20th anniversary activity was held for high school students across the region. The activity will be featured at next festival. The organizing committee is really looking forward to seeing everyone at the 20th anniversary event! Sponsors and volunteers are welcome.



Next Source Protection Committee Meeting

Tentative date: November 27, 2020 – Source Protection Committee Meeting
Video Teleconference



Drinking Water Source Protection Newsletter

237897 Inglis Falls Road
Owen Sound, ON N4K 5N6
Phone: 519-470-3000 Toll free: 877-470-3001
Editor: k.gillan@waterprotection.ca
Website: home.waterprotection.ca
Facebook: <https://www.facebook.com/pages/Drinking-Water-Source-Protection>
Twitter: https://twitter.com/SV_GS_NBP

Saugeen, Grey Sauble, Northern Bruce Peninsula Source Protection Region
home.waterprotection.ca





Memo

September 21, 2020

To: All Township of Southgate Staff

Re: Staff Updates

Over the past few weeks and days there have been updates and changes that we want our staff to be aware of and provide as much information as we can. Please read through the following and let me or your department head know if you have any questions or concerns.

September 19th Provincial Announcement of reduced gathering sizes

Effective immediately the Ontario government announced that private social gatherings have been reduced to 10 people at an indoor event and 25 people at an outdoor event. Fines have also been increased for those that do not adhere to the restrictions.

Township of Southgate: Phase C

We have entered our Phase C at the Township which includes more staff returning to the office and more in-person services being offered. All protocols are still in place; please refer to the COVID-19 Master Protocol binder located at each location. During Phase C we will still be using virtual meetings for most if not all meetings to be safe, unless a site meeting is with masks and physical distancing is necessary to achieve the goals of the meeting.

New ESA Poster

The Employment Standards Act (ESA) has released an updated version of their poster for employment standards in the workplace. Posters have been sent out to each location.

In addition to the above updates, we also wanted to address a common question that has been asked: **"What if I have a family member in my household that is sick? Do I need to stay home?"**.

We have reviewed the various situations and options and believe these need to be handled on a case by case basis. There are different factors that come into consideration when making this type of decision including the symptoms of the person that is sick, the contact that person may have had with others, the number of cases in our area, etc.

If you have someone in your household that is sick (including children that have been sent home from school/daycare due to symptoms), please contact your department head or human resources before coming to work and we will work with you in a confidential manner to handle the situation. You may be asked to work from home if possible or work on your own until the situation changes. If you are the one with the symptoms/illness you must stay home and contact your supervisor/department head.

If you have any questions, please let me know.

Thank you,

Kayla Best
HR Coordinator/Asst. to CAO – Township of Southgate
kbest@southgate.ca or 519-923-2110 ext. 211



St. John Ambulance

SAVING LIVES
at work, home and play

RECEIVED SEP 24 2020

September 10, 2020

Township of Southgate
185667 Grey Rd 9, RR 1
Dundalk, ON N0C 1B0

Dear Council Members:

We know we are not alone when we say that Covid-19 has had a challenging impact upon our volunteer-based organization. It is therefore with our greatest respect that we reach out to our community partners for financial assistance.

The impact of Covid-19 has been multi-layered for the **Grey Bruce Huron Branch of St. John Ambulance**. By mid-March 2020, all first aid training ceased and our doors were closed. We were grateful when students returned in early July however, to allow for social distancing our class sizes have been reduced to half, directly impacting our training revenue, which funds our volunteer activities. With the purchase of additional tables, which provide students with individual work stations, along with increased cleaning protocols and PPE (personal protective equipment), our costs per class have significantly increased. Despite this financial burden we are confident that our classrooms meet the highest standards to ensure the health and safety of our students, instructors and staff. A financial impact we could not have foreseen pre-Covid was the loss of donations for the provision of Medical First Responder coverage at local community events. Despite having no donations coming in we must ensure our equipment and ambulances are ready to respond in the event of a community emergency. This requires the completion of expensive yearly vehicle safeties and increased PPE provisions for our volunteers. One of the most difficult challenges our branch has faced is regarding our beloved Therapy Dogs, who have been unable to visit at local retirement homes and hospitals since mid-March. Our Therapy Dog volunteers know the importance of keeping our residents safe and are respectfully waiting until visitations once again open for their welcomed services.

It is for these reasons that we look to the generous support of donors like you, to continue providing our valuable community services and programming throughout Grey, Bruce and Huron. We would be most grateful for a **donation of \$500** or an attainable amount from your organization as we continue working together to make our communities safer.

Sincerely,

Tony Alberts, CStJ, Board Chair
Grey Bruce Huron Branch

Grey Bruce Huron Branch | 316-5th Street, Hanover ON Canada N4N 0A7
Tel: (519) 364 - 7004 | Fax: (519) 364 - 7061 | Email: grey.bruce.huron@sja.ca

Charitable Registration No.: 10802 2237 RR0001

sja.ca





Grand River Conservation Authority

Summary of the General Membership Meeting – September 25, 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-09-20-63 - Financial Summary
- GM-09-20-65 - Correspondence - Centre Wellington Tier 3 Water Budget Study

Information Items

The Board received the following reports as information:

- GM-09-20-60 - Budget 2021 (Draft #1)
- GM-09-20-59 - Budget 2021 (Draft #1) - Municipal Levy Apportionment
- GM-09-20-58 - Cash and Investment Status
- GM-09-20-62 - Request for Handling Remains (cremation or alkaline hydrolysis) on GRCA Property
- GM-09-20-64 - Brantford Ice Jam Mitigation Feasibility Study Consulting Contract
- GM-09-20-61 - Current Watershed Conditions

Correspondence

The Board received the following correspondence:

- Prakash Ventkataraman - Scattering of Ashes on GRCA Properties
- Hunter and Associates - Fergus/Elora Water Supply Master Plan and Tier 3
- Robert Nash - Critical Bank Swallow Habitat - LJM Development Property
- Jan Beveridge - Concerning Report GM-09-20-65 - Correspondence-Centre Wellington Tier 3 Water Budget Study

Delegations

The Board heard from the following delegations:

- Karen Buratynski (OFSC District 9), Paul Shaughnessy (OFSC), and Patrick Connor (Ontario Trails Council) – Snowmobiling on GRCA Trails
- Prakash Ventkataraman - Scattering of Ashes on GRCA Properties

For full information, please refer to the [September 25 Agenda and Addendum Packages](#). 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 October 23, 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'.

Ministry of Health

COVID-19 Screening Tool for Workplaces (Businesses and Organizations)

Version 1 – September 25, 2020

This tool provides basic information only and contains recommendations for businesses or organizations for COVID-19 screening as per [Ontario Regulation 364/20](#). It is not to be used as a clinical assessment tool or intended to take the place of medical advice, diagnosis or treatment. Where the document includes references to legal requirements, it is not to be construed as legal advice. This document may also not be applicable to health care settings, and some non-health care workplaces (e.g., congregate living settings) where existing screening is already in place.

Workplaces should implement this screening for any workers¹ or essential visitors² entering the work environment. This does not include patrons entering a workplace (e.g., customers entering a grocery store, restaurant, bar or other food or drink establishment). It also excludes emergency services or other first responders entering a workplace for emergency purposes. Further, essential workers who travel outside for Canada for work purposes should not be excluded entry on this basis alone.

Screening should occur before or when a worker enters the workplace at the beginning of their day or shift, or when an essential visitor arrives.

At a minimum, the following questions should be used to screen individuals for COVID-19 before they are permitted entry into the workplace (business or organization). This tool may be adapted based on need and the specific setting.

Instructions in the tool should be followed. Anyone who does not pass screening should be advised that they should not enter the workplace and should self-isolate, call their health care provider or Telehealth Ontario. Once an individual has passed the screening questions, they should be allowed to enter the workplace, but should report any symptoms immediately.

Employers must also meet all obligations under the [Occupational Health and Safety Act](#).

¹ Refers to staff (e.g., workers) and is intended to include students, contractors or volunteers that conduct business or related activities where applicable and appropriate.

² Essential visitors include individuals providing a service in the establishment who are not employees or patrons of the establishment (e.g., delivery, maintenance, contract workers).

Required Screening Questions

1. Do you have any of the following **new or worsening** symptoms or signs? *Symptoms should not be chronic or related to other known causes or conditions.*

Fever or chills	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Difficulty breathing or shortness of breath	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Cough	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Sore throat, trouble swallowing	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Runny nose/stuffy nose or nasal congestion	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Decrease or loss of smell or taste	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Nausea, vomiting, diarrhea, abdominal pain	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Not feeling well, extreme tiredness, sore muscles	<input type="checkbox"/> Yes	<input type="checkbox"/> No

2. Have you travelled outside of Canada in the past 14 days?

☐ Yes ☐ No

3. Have you had close contact with a confirmed or probable case of COVID-19?

☐ Yes ☐ No

Results of Screening Questions:

- If the individual answers **NO to all questions from 1 through 3**, they have passed and can enter the workplace.
- If the individual answers **YES to any questions from 1 through 3**, they have not passed and **should be advised that they should not** enter the workplace (including any outdoor, or partially outdoor, workplaces). They should go home to self-isolate immediately and contact their health care provider or Telehealth Ontario (1 866-797-0000) to find out if they need a COVID-19 test.

Resources:

- [COVID-19 \(coronavirus\) in Ontario](#) webpage (find a testing location, check your results, how to stop the spread of the virus).
- Ministry of Labour, Training and Skills Development's [Resources to prevent COVID-19 in the workplace](#)
- Ministry of Health's [COVID-19 Guidance for Essential Workplaces](#)

September 15, 2020

Hon. Caroline Mulroney
5th Floor, 777 Bay St.
Toronto ON, M7A 1Z8

Dear Hon. Caroline Mulroney,

Please be advised that at the Regular Meeting of Council on August 24, 2020, the Council of Loyalist Township passed the following resolution:

Resolution No. 2020.33.11

Moved by: Councillor Porter

Seconded by: Councillor Townend

Whereas the Ontario government, in partnership with the federal government, is delivering on its commitment to provide up to \$4 billion in urgently needed one-time assistance to Ontario's 444 municipalities;

And Whereas in addition to the support for municipalities, the government is providing over \$660 million in the first phase of transit funding to the 110 municipalities with transit systems to provide immediate relief from transit pressures, such as lower ridership, as well as for new costs due to COVID-19, such as enhanced cleaning and masks for staff;

And Whereas in the second phase, additional allocations will be provided based on expenses incurred to ensure the funding meets the needs of municipalities;

And Whereas as part of the Safe Restart Agreement with the federal government, up to \$2 billion is being provided to support public transit in Ontario;

And Whereas Ontario Regulation 191/11 being the Integrated Accessibility Standards, which applies to every designated public sector organization including municipalities, establishes accessibility standards, including transportation and as such, recognizes ferries as a form of public transportation;

And Whereas many municipalities located along large bodies of water such as Lake Ontario, including the Township of Frontenac Islands and Loyalist Township, are only accessible by public ferries which are connecting links to mainland highways and roads and form part of Ontario's road systems, making them critical public services;

And Whereas due to the COVID-19 Pandemic and restrictions placed on ferry services by Transport Canada as well as public health guide lines, ferry transit, similar to conventional transit, has experienced reduced ridership, additional costs to cover increased sanitization and requirement for masks for ferry operators, and reduced revenue due to the inability to collect cash fares;

Therefore, Be It Resolved that Loyalist Township requests that the Ministry of Transportation support the Canadian Ferry Association's request that ferries be considered part of the local transit system and that lost revenue be eligible for reimbursement;

And Further That a portion of the (pandemic) Federal funds be allocated towards municipal transportation ferry revenue loss and ferry expenditures resulting from the pandemic;

And that this resolution be circulated to all Ontario municipalities.

Regards,

A handwritten signature in cursive script, appearing to read "BTeeple".

Brandi Teeple
Deputy Clerk
Loyalist Township

cc. All Ontario Municipalities



Transmitted via Email

September 16, 2020

RE: TOWN OF GRAVENHURST RESOLUTION – Designation of August 1st as Emancipation Day in Canada

At the Town of Gravenhurst Committee of the Whole meeting held on *September 15, 2020*, the following resolution was passed:

Moved by Councillor Klinck
Seconded by Councillor Cairns

BE IT RESOLVED THAT the motion from the Township of Huron-Kinloss from August 28, 2020 re designation of Emancipation Day in Canada be received;

AND THAT the Town of Gravenhurst supports a national designation of August 1st as Emancipation Day;

AND FINALLY THAT a copy of this motion is sent to all Ontario municipalities.

CARRIED

We trust the above to be satisfactory.

Sincerely,

Melanie Haki

Melanie Haki
Administrative Clerk 2, Legislative Services

**CORPORATION OF THE
TOWNSHIP OF NORTH GLENGARRY**

Resolution # 12

Date: Monday, September 14, 2020

Moved by: Carma Williams

Seconded by: Brenda Noble

WHEREAS the COVID-19 pandemic has disproportionately affected the vulnerable elderly population in Canada's long-term care (LTC) homes and some of Ontario's LTC homes are among those with the highest fatality rates in the country as the pandemic has exposed deplorable conditions in many LTC homes across Canada; and

WHEREAS it is the mandate of the Ministry of Long-Term Care to inspect long term care homes on an annual basis and these inspections have consistently dropped in number since 2017 with only nine completed out of 626 long term care home in 2019; and

WHEREAS residents have been endangered by personnel moving between infection zones without adequate equipment; and

NOW THEREFORE BE IT RESOLVED THAT the Council of the Township of North Glengarry urges the Ontario government to provide funding to increase full-time positions in place of casual and part-time labour in long term care homes and requests that the Ministry of Long-term Care acts to regularly inspect all long term care homes , and sound infection control measures are put in place at all Ontario long term care homes and that this resolution be forwarded to Premier Ford, the Ministry of Long-term Care Merrilee Fullerton and all Ontario municipalities for consideration.

Carried

Deferred

Defeated



Mayor / Deputy Mayor



The Corporation of The Town of Amherstburg

September 21, 2020

VIA EMAIL

The Right Honourable Raymond Cho, Minister for Seniors and Accessibility
College Park 5th Flr, 777 Bay St,
Toronto, ON
M7A 1S5

Re: AODA Website Compliance Extension Request

At its meeting of September 14, 2020, Council passed the following for your consideration:

Resolution # 20200914-281

- “1. **WHEREAS** Section 14(4) of O.Reg 191/11 under the Accessibility for Ontarians with Disabilities Act requires designated public sector organizations to conform to WCAG 2.0 Level AA by January 1, 2021;
2. **AND WHEREAS** the municipality remains committed to the provision of accessible goods and services;
3. **AND WHEREAS** the municipality provides accommodations to meet any stated accessibility need, where possible;
4. **AND WHEREAS** the declared pandemic, COVID-19, has impacted the finances and other resources of the municipality;
5. **AND WHEREAS** the Accessibility for Ontarians with Disabilities Act contemplates the need to consider the technical or economic considerations in the implementation of Accessibility Standards;
6. **BE IT THEREFORE RESOLVED THAT** the municipality requests that the Province of Ontario extend the compliance deadline stated in Section 14(4) of O.Reg 191/11 to require designated public sector organizations to meet the compliance standards, by a minimum of one (1) year to at least January 1, 2022; **AND**,
7. **BE IT THEREFORE RESOLVED THAT** the municipality requests that the Province of Ontario consider providing funding support and training resources to meet these compliance standards.”

The impacts of the pandemic on municipal finances and resources affect the ability of municipalities to meet the January 1, 2021 deadline for full compliance with WCAG 2.0 Level AA.

We humbly request the Ontario government consider an extension request, in addition to financial support and training due to the unprecedented impacts of the global pandemic.

Regards,



Tammy Fowkes
Deputy Clerk, Town of Amherstburg
(519) 736-0012 ext. 2216
tfowkes@amherstburg.ca

cc:

The Right Honourable Doug Ford, Premier of Ontario
The Association of Municipalities of Ontario
All Ontario Municipalities



The Corporation of The Town of Amherstburg

September 21, 2020

VIA EMAIL

Hon. Lisa McLeod, Minister of Heritage, Sport, Tourism and Culture Industries
6th Flr, 438 University Ave,
Toronto, ON
M7A 1N3

Re: Request for Consideration of Amendments to Bill 108 re. The Ontario Heritage Act

At its meeting of September 14, 2020, Council passed the following for your consideration:

Resolution # 20200914-258:

"WHEREAS Royal Assent has been granted to Bill 108 entitled 'More Homes, More Choice Act, 2019' on June 6, 2019; and,

WHEREAS Schedule 11 of Bill 108 contains amendments to the Ontario Heritage Act which require appeals under the Ontario Heritage Act to be heard by the Local Planning Appeal Tribunal not the Conservation Review Board; and,

WHEREAS the Conservation Review Board is an adjudicative tribunal that, through the mandate provided by the Ontario Heritage Act, considers a number of matters such as:

- The proposed designation of a property as having cultural heritage value or interest;
- Applications for the repeal of a By-law on a specific property;
- Applications related to the alteration of a property covered by a By-law; and,
- Matters related to archaeological licensing. AND,

WHEREAS Schedule 11 of Bill 108 will come into effect on a date to be proclaimed by the Lieutenant Governor; and,

WHEREAS the Local Planning Appeal Tribunal are not experts in heritage matters unlike members of the Conservation Review Board; and,

WHEREAS the Local Planning Appeal Tribunal decisions are binding decisions unlike the Conservation Review Board non-binding recommendations; and,

WHEREAS the Ontario Heritage Act provides a means for municipalities to protect and preserve the cultural heritage value or interest of the municipality for generations to come; and,

WHEREAS the Conservation Review Board currently provides reports to municipal council's setting out its findings of fact, and its recommendations so that a final decision can be rendered by municipalities about what is valuable in their community;

WHEREAS the Town of Amherstburg remains committed to the preservation and protection of property of cultural heritage value or interest;

NOW THEREFORE BE IT RESOLVED THAT the Town of Amherstburg strongly recommends that Schedule 11 of Bill 108 be amended to remove the powers provided to the Local Planning Appeal Tribunal, retaining authority for hearing certain appeals by the Conservation Review Board; and,

BE IT FURTHER RESOLVED THAT the Town of Amherstburg strongly recommends that Schedule 11 of Bill 108 be amended to return the authority for final decisions to municipal council's as the elected representative of the communities wherein the property and its features of cultural heritage value exist; and,

BE IT FURTHER RESOLVED THAT a copy of this motion be sent to the Honourable Doug Ford, Premier of Ontario, Lisa McLeod the Minister of Heritage, Sport, Tourism and Culture Industries, Andrea Horwath, MPP and Leader of the Official Opposition and the Ontario NDP Party, MPP John Fraser Interim Leader of the Ontario Liberal Party, Mike Schreiner MPP and Leader of the Green Party of Ontario, Taras Natyshak MPP Essex County; and,

BE IT FURTHER RESOLVED THAT a copy of this motion be sent to the Association of Municipalities of Ontario (AMO), all MPP's in the Province of Ontario, the County of Essex and all Municipalities in Ontario for their consideration."

We strongly recommend that the Ontario government consider amendments to Bill 108 to return the final authority to municipal Council's to determine what is of cultural heritage value or interest in their communities with the benefits of the expert and professional advice provided by the Conservation Review Board.

Regards,



Tammy Fowkes
Deputy Clerk, Town of Amherstburg
(519) 736-0012 ext. 2216
tfowkes@amherstburg.ca

cc:

The Right Hon. Doug Ford, Premier of Ontario
Andrea Horwath, MPP, Leader of the Official Opposition and the Ontario NDP Party
John Fraser, MPP and Interim Leader of the Ontario Liberal Party
Mike Schreiner, MPP and Leader of the Green Party of Ontario
Taras Natyshak, MPP of Essex County
All Ontario Municipalities

Elisha Hewgill

Subject: Support of COVID-19 Funding re: The Corporation of the City of Oshawa

-----Original Message-----

From: Nicole Martin <nmartin@amaranth.ca>

Sent: September 21, 2020 10:38 AM

Subject: RE: Support of COVID-19 Funding re: The Corporation of the City of Oshawa

The Township of Amaranth at its regular meeting of Council on September 16, 2020 passed the following resolution of support:

Resolution #8

Moved by: C. Gerrits – Seconded by: H. Foster BE IT RESOLVED THAT:

The Council of the Township of Amaranth support the City of Oshawa's motion and they be so advised.

Whereas the government of the Canada and the Province of Ontario have committed through the Canada Council for Arts will continue to work with the Government of Canada, as well as through provincial, territorial and municipal partners, to ensure the strength of the cultural sector;

And Whereas to date there has been no further indication as to tools, funding measures, or financial support provided;

And Whereas the Township of Amaranth is requesting support of their motion to request the Federal, Provincial and Regional Government to help municipalities assist their local social cultural, service clubs and children/youth minor sporting organizations with clear and definitive relief funding programs;

Further a copy of this resolution be sent to the Right Honourable Prime Minister of Canada, the Premier of Ontario, and all neighbouring municipalities in County of Dufferin.

CARRIED.

Thank you, Nicole

Nicole Martin, Dipl. M.A.

Acting CAO/Clerk | Township of Amaranth

374028 6th Line | Amaranth | ON | L9W 0M6

Tel: 519-941-1007 ext. 227 | Fax: 519 - 941-1802 All municipal facilities and parks are closed until further notice during the COVID-19 pandemic. Staff is working to keep critical services operational during this difficult time. Updates will be posted to our website (www.amaranth.ca) and through our Facebook accounts. Calls to the office at 519-941-1007 will be answered as soon as possible.

For accurate information on COVID-19 please visit: www.ontario.ca/COVID-19

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-----Original Message-----

From: Claudia Paterson <cpaterson@gorebay.ca>

Sent: Thursday, August 20, 2020 12:39 PM

To: office@doriontownship.ca; Matthew Wilson <MWilson@amo.on.ca>; amo@amo.on.ca; accesshalton@halton.ca; accessyork@york.ca; admin@acwtownship.ca; admin@dnetownship.ca; admin@eganville.com; admin@englehart.ca; admin@frontofyonge.com; admin@greatermadawaska.com; admin@hiltontownship.ca; admin@jocelyn.ca; admin@minderhills.ca; admin@nipissingtownship.com; admin@northmiddlesex.on.ca; admin@papineaucameron.ca; admin@porthope.ca; Admin <admin@puslinch.ca>; admin@southbrucepeninsula.com; admin@southfrontenac.net; admin@sundridge.ca; admin@zorra.on.ca; administration@calvintownship.ca; administration@county-lambton.on.ca; administration@greenstone.ca; colin.carrie@parl.gc.ca; administration@lambtonshores.ca; administration@valharty.ca; Administration-Office-General@grimsby.ca; adminoffice@gordonbarrieisland.ca; alberton@jam21.net; alnhald@alnhaldimand.ca; arnprior@arnprior.ca; assignackinfo@amtelecom.net; athens@myhighspeed.ca; bayham@bayham.on.ca; bkane@newtecumseth.ca; bknight@huroneast.com; bpaulmchar@vianet.ca; bradley@hastingscounty.com; brant@brant.ca; brenda.fraser@townofkearney.ca; brendacoulter@larderlake.ca; brentstedenis@gmail.com; brethour@parolink.net; brock@townshipofbrock.ca; bruce@bellnet.ca; burpeemills@vianet.ca; c.parent@northkawartha.ca; cao.clerk@bonfieldtownship.org; cao@duttondunwich.on.ca; cao@elgin.ca; cao@tayvalleytwp.ca; caoclerk@stonemills.com; centralm@amtelecom.net; cgendron@moonbeam.ca; cgroulx@hawkesbury.ca; chapple@tbaytel.net; chollows@muskokalakelakes.ca; christine.tarling@kitchener.ca; cityadmin@owensound.ca; cityhall@brampton.ca; cityhall@cornwall.ca; cityinfo@barrie.ca; civic@hanover.ca; ckinfo@chatham-kent.ca; clerk.greffe@russell.ca; clerk@arran-elderslie.ca; clerk@brockville.com; clerk@burksfalls.ca; clerk@carlowmayo.ca; clerk@cramahetownship.ca; clerk@dawneuphemia.on.ca; clerk@evanturel.com; clerk@gananoque.ca; clerk@howick.ca; clerk@kincardine.ca; clerk@lanarkhighlands.ca; clerk@marathon.ca; clerk@mcmurrichmonteith.com; clerk@northstormont.ca; clerk@papineaucameron.ca; clerk@ryersonontownship.ca; clerk@saugeenshores.ca; clerk@schreiber.ca; clerk@stirling-rawdon.com; clerk@strongtownship.com; Julie Forth <clerk@swox.org>; clerk@thorold.com; clerk@town.southbruce.on.ca; clerk@township.limerick.on.ca; clerk@township.mckellar.on.ca; clerk@tudorandcashel.com; clerk@wasagabeach.com; clerk@welland.ca; clerk-greffe@alfred-plantagenet.com; clerkplanning@northfrontenac.ca; clerks@citywindsor.ca; clerks@clarington.net; 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; clerktreasurer@billingstwp.ca; clerktreasurer@picklelake.org; clerktreasurer@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; cswearengen@chapleau.ca; ctouzel@brantford.ca; customerservice@markham.ca; customerservice@oxfordcounty.ca; customerservice@siouxlookout.ca; cwhite@asphodelnorwood.com; dack@ntl.sympatico.ca; dan.thibeault@chamberlaintownship.com; dawsontwp@tbaytel.net; dbatte@brucecounty.on.ca; deputyclerk@merrickville-wolford.ca; deputyclerk@town.ignace.on.ca; dluke@tiny.ca; dmctavish@enniskillen.ca; donnab@wellington.ca; dtreen@temiskamingshores.ca; dwilson@centralelgin.org; eftownship@ear-falls.com; elklake@ntl.sympatico.ca; email@huronshores.ca; email@petawawa.ca; ezt@ezt.ca; general@get.on.ca; general@kapuskasing.ca; general@northgrenville.on.ca; general@strathroy-caradoc.ca; general@townofstmarys.com; generalinquiries@dryden.ca; generalmail@blandfordblenheim.ca; gillies@tbaytel.net; gkosch@wellesley.ca; harlytwp@parolink.net; harris@parolink.net; havbelmet@hbmtpw.ca; info@addingtonhighlands.ca; info@adelaidemetcalfe.on.ca; info@admastonbromley.com; info@algonquinhighlands.ca; Information <info@amaranth.ca>; info@armourtownship.ca; info@atikokan.ca; info@aurora.ca; info@bancroft.ca; info@blindriver.ca; info@blrtownship.ca; info@brockton.ca; info@caledon.ca; info@callander.ca; info@carletonplace.ca; info@casselman.ca; info@centralhuron.com; info@champlain.ca; 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;

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 info@georgina.ca; info@gravenhurst.ca; info@greaternapanee.com; info@greyhighlands.ca; info@guelph.ca;
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 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;

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lorne.coeco@pc.ola.org; laurie.scott@pc.ola.org; rod.phillips@pc.ola.org; peter.bethlenfalvy@pc.ola.org;
Kim.Rudd@parl.gc.ca; justin.trudeau@parl.gc.ca; premier@ontario.ca; JLane@oshawa.ca
Subject: Support of COVID-19 Funding re: The Corporation of the City of Oshawa

Good afternoon,

On behalf of Stasia Carr, Clerk of The Town of Gore Bay, please find attached correspondence regarding the above-noted matter.

Regards,
Claudia

--

Claudia Paterson
Administrative Assistant
Town of Gore Bay
15 Water St.
Gore Bay, Ontario P0P 1H0
(705) 282-2420 ext. 4

Elisha Hewgill

Subject: Support of Long Term Care Facility Inspection for the Township of South Glengarry

-----Original Message-----

From: Nicole Martin <nmartin@amaranth.ca>

Sent: September 21, 2020 10:33 AM

Subject: RE: Support of Long Term Care Facility Inspection for the Township of South Glengarry

The Township of Amaranth at its regular meeting of Council passed the following resolution of support:

Resolution #9

Moved by: H. Foster – Seconded by: G. Little BE IT RESOLVED THAT:

The Council of the Township of Amaranth support the Township of South Glengarry motion and they be so advised.

Whereas the Township of Amaranth urges the Ontario Government to provide funding to increase the fulltime positions in place of casual and part time labour in long term care homes;

And Whereas they further request the Ministry of Long-Term Care to enact regular inspections of all long-term care homes.

CARRIED.

Thank you, Nicole

Nicole Martin, Dipl. M.A.

Acting CAO/Clerk | Township of Amaranth

374028 6th Line | Amaranth | ON | L9W 0M6

Tel: 519-941-1007 ext. 227 | Fax: 519 - 941-1802 All municipal facilities and parks are closed until further notice during the COVID-19 pandemic. Staff is working to keep critical services operational during this difficult time. Updates will be posted to our website (www.amaranth.ca) and through our Facebook accounts. Calls to the office at 519-941-1007 will be answered as soon as possible.

For accurate information on COVID-19 please visit: www.ontario.ca/COVID-19

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-----Original Message-----

From: Claudia Paterson <cpaterson@gorebay.ca>

Sent: Thursday, August 20, 2020 1:22 PM

To: office@doriontownship.ca; Matthew Wilson <MWilson@amo.on.ca>; amo@amo.on.ca; accesshalton@halton.ca; accessyork@york.ca; admin@acwtownship.ca; admin@dnetownship.ca; admin@eganville.com; admin@englehart.ca; admin@frontofyonge.com; admin@greatermadawaska.com; admin@hiltontownship.ca; admin@jocelyn.ca; admin@mindenhills.ca; admin@nipissingtownship.com; admin@northmiddlesex.on.ca; admin@papineaucameron.ca; admin@porthope.ca; Admin <admin@puslinch.ca>; admin@southbrucepeninsula.com; admin@southfrontenac.net; admin@sundridge.ca; admin@zorrra.on.ca; administration@calvintownship.ca; administration@county-lambton.on.ca; administration@greenstone.ca; colin.carrie@parl.gc.ca; administration@lambtonshores.ca; administration@valharty.ca; Administration-Office-General@grimsby.ca; adminoffice@gordonbarrieisland.ca; alberton@jam21.net; alnhald@alnhaldimand.ca; arnprior@arnprior.ca; assignackinfo@amtelecom.net; athens@myhighspeed.ca; bayham@bayham.on.ca; bkane@newtecumseth.ca; bknight@huroneast.com; bpaulmchar@vianet.ca; bradleyc@hastingscounty.com; brant@brant.ca; brenda.fraser@townofkearney.ca; brendacoulter@laderlake.ca; brentstedenis@gmail.com; brethour@parolink.net; brock@townshipofbrock.ca; brucemines@bellnet.ca; burpeemills@vianet.ca; c.parent@northkawartha.ca; cao.clerk@bonfieldtownship.org; cao@duttondunwich.on.ca; cao@elgin.ca; cao@tayvalleytpw.ca; caoclerk@stonemills.com; centralm@amtelecom.net; cgendron@moonbeam.ca; cgroulx@hawkesbury.ca; chapple@tbaytel.net; chollows@muskokalakelakes.ca; christine.tarling@kitchener.ca; cityadmin@owensound.ca; cityhall@brampton.ca; cityhall@cornwall.ca; cityinfo@barrie.ca; civic@hanover.ca; ckinfo@chatham-kent.ca; clerk.greffe@russell.ca; clerk@arran-elderslie.ca; clerk@brockville.com; clerk@burksfalls.ca; clerk@carlowmayo.ca; clerk@cramahetownship.ca; clerk@dawneuphemia.on.ca; clerk@evanturel.com; clerk@gananoque.ca; clerk@howick.ca; clerk@kincardine.ca; clerk@lanarkhighlands.ca; clerk@marathon.ca; clerk@mcmurichmonteith.com; clerk@northstormont.ca; 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contactus@cityofkingston.ca; corporate@orillia.ca; cpallo@city.belleville.on.ca; cswearengen@chapleau.ca; ctouzel@brantford.ca; customerservice@markham.ca; customerservice@oxfordcounty.ca; customerservice@siouxlookout.ca; cwhite@asphodelnorwood.com; dack@ntl.sympatico.ca; dan.thibeault@chamberlaintownship.com; dawsontwp@tbaytel.net; dbatte@brucecounty.on.ca; deputyclerk@merrickville-wolford.ca; deputyclerk@town.ignace.on.ca; dluker@tiny.ca; dmctavish@enniskillen.ca; donnab@wellington.ca; dtreen@temiskamingshores.ca; dwilson@centralelgin.org; eftownship@ear-falls.com; elklake@ntl.sympatico.ca; email@huronshores.ca; email@petawawa.ca; ezt@ezt.ca; general@get.on.ca; general@kapuskasing.ca; general@northgreville.on.ca; general@strathroy-caradoc.ca; general@townofstmarys.com; generalinquiries@dryden.ca; generalmail@blandfordblenheim.ca; gillies@tbaytel.net; gkosch@wellesley.ca; harlytwp@parolink.net; harris@parolink.net; havbelmet@hbmtpw.ca; info@addingtonhighlands.ca; info@adelaidemetcalfe.on.ca; 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Subject: Re: Support of Long Term Care Facility Inspection for the Township of South Glengarry

Good afternoon,

>

> On behalf of Stasia Carr, Clerk of The Town of Gore Bay, please find
> attached correspondence regarding the above-noted matter.

>

> Regards,
> Claudia

>

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Claudia Paterson
Administrative Assistant
Town of Gore Bay
15 Water St.
Gore Bay, Ontario P0P 1H0
(705) 282-2420 ext. 4

The Corporation of the Township of Southgate
By-law Number 2020-119
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 October 7th, 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 October 7th, 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 7th day of October, 2020.

John Woodbury - Mayor

Lindsey Green – Clerk