



**Township of Southgate  
Addendum Council Meeting Agenda**

**November 4, 2020**

**9:00 AM**

**Electronic Participation**

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**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. Open Forum - Register in Advance**

If you wish to speak at Open Forum please register with the Clerk in advance of the meeting by email to [lgreen@southgate.ca](mailto:lgreen@southgate.ca)

**4. Confirmation of Agenda**

**Be it resolved that** Council confirm the agenda as amended.

**5. Declaration of Pecuniary Interest**

**6. Delegations & Presentations**

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

**9 - 23**

This delegation was received for information at the April 15, 2020 regular Council meeting where the delegates were not participating electronically. The delegates wish to speak to Council and participate electronically at this meeting.

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

**6.2. Frank Cowan Company re Escalating Cost of Municipal Claims - Tony Commisso** 24 - 34

**Be it resolved that** Council receive the Frank Cowan Company Presentation as information.

**\*7. Reports of Municipal Officers**

**\*7.1. Treasurer William Gott**

**7.1.1. FIN2020-028 2020 Insurance Renewal** 35 - 36

This item was previously included as Regular Business Consent item No. 11.1.2. For the Addendum Agenda the item was moved to follow the presentation from Frank Cowan Company to allow for Council discussion while representatives of the company were present.

**Be it resolved that** Council receive Staff Report FIN2020-028 2020 Insurance Renewal as information.

**8. Adoption of Minutes** 37 - 51

**Be it resolved that** Council approve the minutes from the October 21, 2020 Council and Closed Session meetings as presented.

**9. Reports of Municipal Officers**

**9.1. Fire Chief Derek Malynyk**

**9.1.1. FIRE2020-017- Increase Cost of Dispatch** 52 - 126

**Be it resolved that** Council receive Staff Report FIRE2020-017 for information; and

**That** Council approve staff to sign the new fire dispatch agreement with the Owen Sound Police Service.

**9.1.2. FIRE2020-018- Fire Marque Agency Agreement** 127 - 130

**Be it resolved that** Council receive Staff Report FIRE2020-018 for information; and

**That** Council consider approval of By-law 2020-129 authorizing the Fire Marque agency agreement.

**9.1.3. By-law 2020-129 - Fire Marque Agency Agreement 131 - 141**

**Be it resolved that** by-law number 2020-129 being a by-law to authorize an agreement between Fire Marque 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.

**9.2. Treasurer William Gott**

**9.2.1. FIN2020-029 Cemetery Update Regarding Trustee 142 - 145**

**Be it resolved that** Council receive Staff Report FIN2020-011 for information; and  
**That** Council consider for approval By-law 2020-127, a by-law to enter into an amended agreement with Bethel Community Cemetery; and  
**That** Council consider for approval By-law 2020-128, being a by-law to enter into an amended agreement with Walker Cemetery.

**9.2.2. By-law 2020-127 - Trustee Agreement for Care and Maintenance Fund - Bethel Cemetery 146 - 152**

**Be it resolved that** by-law number 2020-127 being a by-law to authorize an agreement between The Corporation of the Township of Southgate and Bethel Community Cemetery be read a first, second and third time, finally passed, signed by the Mayor and the Acting Clerk, sealed with the seal of the Corporation and entered into the by-law book.

**9.2.3. By-law 2020-128 - Trust Agreement for Care and Maintenance Fund - Walker Cemetery 153 - 159**

**Be it resolved that** by-law number 2020-128 being a by-law to authorize an agreement between The Corporation of the Township of Southgate and Walker Cemetery be read a first, second and third time, finally passed, signed by the Mayor and the Acting Clerk, sealed with the seal of the Corporation and entered into the by-law book.

### 9.3. Chief Administrative Officer Dave Milliner

#### **\*9.3.1. CAO2020-065 Bob Harris Entrance Report** 160 - 168

**Be it resolved that** Council receive Staff Report CAO2020-065 as information; and  
**That** Council consider a reconsideration of the Bob Harris entrance approval to ensure compliance with policies and to prevent future compliance issues.

#### **9.3.2. CAO2020-066 Flato West Block 75 Senior Apartment DC Payment Schedule** 169 - 171

**Be it resolved that Council** receive staff report CAO2020-066 as information; and  
**That** Council approve the Southgate Development Charges payment schedule for the Flato Dundalk Meadows Inc., Block 75 Seniors Apartment Development of 50 percent paid upon issuance of the full building permit and the remainder of the DCs due prior to issuance of the occupancy permit being issued by the Chief Building Official for this project.

#### **9.3.3. CAO2020-067 Dundalk Olde Town Hall Request for Proposals to explore Ownership Interests Report** 172 - 174

**Be it resolved that** Council receive staff report CAO2020-067 as information; and  
**That** Council approve that staff proceed with developing a draft Request for Proposals to explore interest into the private ownership, future private use of the building, the proposed community access/uses of the facility building and theatre spaces available, as well as municipal and community partnership(s) options for the Dundalk Olde Town Hall as a facility; and  
**That** Council direct staff to consult with interested community groups as part of the Dundalk Olde Town Hall transition discussions and commitments related to future use, partnerships, involvement in project fundraising and present donor support for the Dundalk Olde Town Hall upgrades.



**9.4. HR Coordinator, Kayla Best**

**9.4.1. HR2020-016 – Building Department Multifunction Printer Purchase 175 - 176**

**Be it resolved that** Council receive staff report HR2020-016 for information; and

**That** Council direct staff to proceed with using Building Department funds to purchase a multifunction printer from Excel Business Solutions for Building Department use.

**9.5. Planner Clinton Stredwick**

**9.5.1. PL2020-047-SP12-20 Aaron and Catherine Bauman 177 - 178**

**Be it resolved that** Council receive Staff Report PL2020-047 for information; and

**That Council** consider approval of By-law 2020-117 authorizing the entering into a Site Plan Agreement.

**9.5.2. By-law 2020-117 - SP12-20 - Aaron Bauman 179 - 189**

**Be it resolved that** by-law number 2020-117 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.

**10. By-laws and Motions**

**10.1. By-law 2020-126 - Road Widening - B2-20 - Levi, Josh and Edna Frey 190 - 191**

**Be it resolved that** by-law number 2020-126 being a by-law to establish a highway in the former Township of Egremont (Consent file B2-20) 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.

## 11. Notice of Motion

### 11.1. Mayor Woodbury - Notice of Motion - SMART Services Extension

**Whereas** Council approved resolution number 2019-794 at the December 4, 2019 regular meeting of Council directing staff to provide notice to Saugeen Mobility and Regional Transit (SMART) of the Township of Southgate's intention to withdraw from the SMART partnership as a member, and further recommended that member municipalities cooperatively explore amalgamation of services with Grey and Bruce Counties to deliver the SMART service; and

**Whereas** the COVID-19 pandemic has decreased the member municipalities time and efforts in exploring an amalgamation of services to deliver the SMART service,

**Therefore be it resolved that** Council direct staff to provide notice to SMART to continue with the use of their services for the period of one year.

## 12. Consent Items

### 12.1. Regular Business (for information)

**Be it resolved that** Council approve the items on the Regular Business consent agenda dated November 4, 2020 (save and except items \_\_\_\_\_) and direct staff to proceed with all necessary administrative actions.

12.1.1.	FIN2020-027 Financial Report – September 2020	192 - 197
*12.1.2.	CAO2020-068 CAO Report November 4 2020	198 - 201
12.1.3.	CAO2020-069 2019 Southgate CAO 2020 Work Plan Report and 2021 Goals	202 - 223
12.1.4.	PW2020-054 Department Report	224 - 237

### 12.2. Correspondence (for information)

**Be it resolved that** Council approve the items on the Correspondence consent agenda dated November 4, 2020 (save and except items \_\_\_\_\_) and direct staff to proceed with all necessary administrative actions.

12.2.1.	GRCA General Meeting Summary and GRCA 2021 Board Meeting Schedule	238 - 239
12.3.	Resolutions of Other Municipalities (for information)	
	Be it resolved that Council approve the items on the Resolutions of other Municipalities consent agenda dated November 4, 2020 (save and except items _____) and direct staff to proceed with all necessary administrative actions.	
12.3.1.	Township of Wellington North - Request to Pass County of Wellington Aggregate Resolution - received October 15, 2020	240
12.3.2.	Northumberland County - Municipal Elections Act - received October 21, 2020	241
12.3.3.	Northumberland County - Governing Body for Cannabis - received October 21, 2020	242
12.3.4.	Northumberland County - Aggregate Resource Property Valuation - received October 21, 2020	243
12.3.5.	Northumberland County - Unauthorized Car Rally - received October 21, 2020	244
12.3.6.	Township of Oro Medonte - Ski Resort Support Letter with Council Motion Included - received October 22, 2020	245 - 246
12.3.7.	Township of South-West Oxford - Assessing Aggregate Resource Properties - received October 22nd, 2020	247
12.3.8.	Corporation of the City of Clarence-Rockland - Cannabis Stores - received October 23, 2020	248 - 251
12.3.9.	Huron-Kinloss - Hertiage Act - received October 28, 2020	252
12.3.10.	Huron-Kinloss - Municipal Elections Act - received October 28, 2020	253
12.4.	Closed Session (for information)	
	None	

**13. County Report**

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

**14. Members Privilege - Good News & Celebrations**

**15. Closed Meeting**

**Be it resolved that** Council proceed into closed session at [TIME] in order to address matters relating to an ongoing investigation respecting the municipality, by the Ombudsman appointed under the *Ombudsman Act* (Subject: Update on Ombudsman investigation on a complaint regarding the October 22, 2019 Fire Department Advisory and Support Committee meeting alleging non-compliance with open meeting rules of the Municipal Act, 2001 - Verbal report); and

**That** Clerk Lindsey Green and CAO Dave Milliner remain in attendance.

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

**15.1. Matters relating to an ongoing investigation respecting the Municipality, by the Ombudsman appointed under the Ombudsman Act**

**16. Confirming By-law**

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**Be it resolved that** by-law number 2020-130 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 November 4, 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.

**17. Adjournment**

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

## Schedule A – Request to Appear as a Delegation

I wish to appear before Council on:

*(Please print clearly)*

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

### New Delegation

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

Please see attached.

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

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

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### Additional Delegation Information

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

Not Applicable.


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


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

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

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

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

 Mar 16 2020  
Signature Date

 Mar 16 2020  
Signature Date

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

**Approval**

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

Municipal Clerk Initials: Original Signed By

# Delegation Representing Holstein Cemetery Board

April 15, 2020

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



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

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

## Attachments:

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

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



**Grant/Donation Policy**

**Approved by Council on:** March 21, 2018

**Policy for Donations, Funding & Grants**

**PURPOSE:**

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

**DEFINITIONS:**

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

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

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

**POLICY STATEMENT:**

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

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

**1. Donation Requests:**

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

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



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

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

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

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

## **2. Funding and Grant Requests:**

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

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

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

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

## SCHEDULE "A"



The Township of Southgate  
Donation, Funding & Grant Application

Financial request for:

☐ Donation☐ Funding☒ Grant

Applicant:

HOLSTEIN CEMETERY BOARD

Contact &amp; Address:

BRIAN STEVENSON (CHAIRMAN)

Telephone/Fax/Email:

[REDACTED][REDACTED]

Requested Amount:

\$27,277.70

Outline the mission, purpose and objectives of your organization:

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

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

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

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

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

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

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




**Terms & Conditions:**

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


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

**Mandatory Application Requirements:**

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

  
\_\_\_\_\_  
Signature of Applicant

Oct 7 2019.  
Date

  
\_\_\_\_\_  
Signature of Applicant

OCT 7 2019  
Date



**Web:**

**Phone:** (519) 923-2110  
**Toll Free:** (888) 560-6607  
**Fax:** (519) 923-9262  
[www.southgate.ca](http://www.southgate.ca)

January 24, 2020

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

Attention: Brian Stevenson, Chairman

**RE: 2020 Grant Request**

Dear Brian Stevenson:

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

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

If you have any questions, please let me know.

Sincerely,

William J. Gott, CPA, CA  
Treasurer



Brian S.  
Holstein Cemetery Board

Financials 2019

3

Balance from 2018 \$30,631.30

Expenses

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

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

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

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

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

Listing of Buriels and Plot Purchases 2019

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

# Escalating Cost of Municipal Claims

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# Introduction

At Frank Cowan Company, we are concerned about recent and historical trends affecting the cost of municipal insurance. Municipal claims costs continue to escalate. At a time when municipalities are facing considerable pressure managing their budgets due to increasing economic challenges, increasing claims costs creates additional financial pressure since it affects all municipalities and their insurance providers. We believe it is important you understand why.

This report was created to help municipal clients understand the changing landscape. The information was compiled based on analysis conducted by Frank Cowan Company using industry data, as well as real claims from our own database that contains years of information collected over our long history in the municipal insurance business. This report provides an overview of the major trends influencing claims costs, and then looks closer at some of the primary drivers, including:

- Climate Change
- Joint and Several Liability (The 1% Rule)
- Class Actions
- Changing Legal Landscape
- Future Care Costs
- Cyber Liability

There is clearly a shift in a number of areas that impact the cost of municipal claims. All of the insurers of municipal governments are being impacted by this increasing cost of claims, and will need to respond in order to ensure that premiums are adequate to pay for these claims.

## Overview - Claims are driving premiums

One of the most significant factors in the pricing of insurance is the “long tail” nature of municipal liability claims. An incident may occur in a given policy year, but the claim may not be presented until many years later. Then the claim may take several years to settle. Forecasting what the courts may award a plaintiff several years, if not decades, in the future is very challenging.

Over the past few years, there has been a shift in a number of factors impacting municipal claims – factors that are driving up claims, which, in turn, are driving up the cost of insurance. These trends will likely never reverse.

### What has changed?

**Property losses are more frequent and severe.** Climate change has resulted in a substantial increase in property losses and catastrophic losses. Regardless of whether this has impacted a municipality directly, the substantial escalation in the cost of claims has increased both property insurance and reinsurance rates worldwide.

**Joint and several liability (the 1% rule)** is a significant concern for municipalities in Ontario. The Association of Municipalities of Ontario (AMO) has created a number of working groups over the years with the goal of reforming this law. As the severity of awards increases, so too does the exposure to those who have deep pockets. Although AMO initiatives have not generated change, they have increased awareness and Frank Cowan Company will continue to assist the municipal sector in lobbying for relief.

**Class action lawsuits** are increasing in frequency because the certification process is now much easier and there are more plaintiff lawyers who pursue this type of claim. Municipalities have a growing exposure here. Even though a municipality may be innocent of the allegations, class actions are much more difficult and costly to defend.



**The changing legal landscape.** There is a continuing trend that shows we, as a society, have become more litigious and demonstrate less personal accountability resulting in a higher frequency and severity of claims. In response, judges have awarded more contributory negligence to municipalities versus plaintiffs.

**Damage awards are substantial.** A number of years ago it was alarming to hear about a \$5M liability award. Today, larger awards are more frequent. Court awards for severe bodily injury claims have increased dramatically in the last ten years. Claims that may have settled for \$5M ten years ago are now settling for \$12M - \$18M. These awards are primarily driven by the costs of providing future care for catastrophically injured plaintiffs. Municipalities have a large exposure to this type and size of damage award and are currently feeling the impact through the cost of insurance.

**The cost of defending a claim is going up.** Individual claims are more complex to defend resulting in more time to manage the claim with more detailed investigation, more experts and more legal time involved in the process – at ever-increasing rates.

**Cyber liability claims** have risen dramatically in the last three years. More important, it is anticipated that these claims will continue to grow at an exponential rate. In 2017, alone, there were multiple billion-dollar cyber-attacks: the NotPetya ransomware attack in June, Wannacry in May and Equifax in July. More is expected with the growth of the internet of things and the increased sophistication of hackers.

## The big picture

Over the course of our nine decades of successful and continuous business in Canada, Frank Cowan Company has watched as new insurers have entered and exited the municipal insurance sector. Many have underestimated the long tail nature of municipal liability claims. They thought they could deliver coverage to the marketplace at a discount, only to find out within a few years that they lacked sufficient premium to pay the cost of claims. The only solutions available at that point was to either raise their clients' premiums to the appropriate level or exit the business, sometimes leaving municipalities without insurance coverage.

In 2016, OMEX discontinued underwriting operations. As reported in Canadian Underwriter in 2016, OMEX “has struggled in recent years to grow in an extremely soft insurance market and a highly competitive business environment. This low pricing environment, combined with the impact of joint and several liability on municipal claim settlements has made it difficult to offer sustainable pricing while still addressing the municipalities' concern about retro assessments.” **Insurance providers that do not have a long term perspective will not survive.**

Frank Cowan Company's long term, sustainable model has stood the test of time. Some brokers in the municipal insurance space frequently change insurers so that they can continue to offer deeply discounted premiums at the expenses of other critical elements of a value proposition. When the insurance market hardens, some brokers may not be able to find a market that will offer insurance to municipalities.

Frank Cowan Company partners with insurance companies that understand the high risk and the long tail nature of municipal liability claims. Together, we recognize that as the cost of claims continues to rise, premiums must adjust accordingly. We validate pricing decisions with actuarial reviews that ensure the long term sustainability of our product and the continued ability to provide broad insurance coverage and our top quality, local risk management and claims services. Our actuarial studies are based on decades of data from the experience of hundreds of Canadian municipalities.

The rising cost of claims and the impact on insurance premiums is a critical issue to manage as part of an organization's overall risk management plan. We believe it is very important for all clients to understand the factors that are driving up the cost of claims and the long term dangers if municipalities and insurers are not managing this risk proactively. While there may be opportunities in the marketplace where some insurers are prepared to underprice

their product, it must be understood that this will invariably lead to a return to realistic premium levels as the impact of claims is realized.

Municipalities need to be certain they have the appropriate insurance protection for their assets and liabilities on an ongoing basis. The purchase of sustainable and appropriately priced insurance and a robust risk management program must remain at the core of their insurance program.

## Drivers of Escalating Claims Costs

### Climate change

Globally, the frequency and severity of catastrophic property losses is on the rise. No one can argue that our weather patterns have not changed. What was deemed to be a “100-year storm” years ago now occurs with increasing frequency.

The actuarial societies of US and Canada jointly publish a quarterly index, The Actuaries Climate Index (ACI) that measures the climate extremes across the two countries. The index is designed to provide actuaries, public policy makers and the general public with objective data about changes in the frequency of extreme weather events over recent decades. The ACI reveals that the five-year moving average of climate extremes remains at record levels for both the US and Canada.

According to Munich Re, overall losses from worldwide natural catastrophes (cat losses) in 2016 totaled \$175 billion dollars, up from \$103 billion in 2015. Insured losses from these events rose to \$50 billion in 2016, up from \$32 billion in 2015. Insured losses in 2016 were higher than the average of the past 10 years and the past 30 years.

There were 750 cat loss events worldwide in 2016, compared with 730 events in 2015. The ten-year average is 590 annually while the 30-year average equates to 470. Clearly, both severity and frequency are on the rise.

2017 has become the second worst year on record for cat losses. Some significant property catastrophic losses included: Hurricanes Harvey, Irma and Maria, Mexico earthquakes and California wildfires. Total losses for 2017 approximated \$330 billion, while insured losses amounted to an estimated \$135 billion which are well above the historic averages.

Canada is not immune to catastrophic property losses. The 2016 Fort McMurray wildfire event was the single largest cat loss in Canadian history. Prior to Fort McMurray, the largest single cat loss event was the Alberta floods of 2013. Severity is on the rise in Canada as well. In the first half of 2017, Canada experienced five cat loss events, which is what we would usually see in a full year. BC fires raged during the summer of 2017 causing even more damage. Canada is experiencing the same global trends – an increase in frequency and severity of property cat loss claims.

Worldwide events, Canadian events and insurance trends directly impact Canadian Insurance capacity. Simply put, property and reinsurance rates are on the rise. Often when rate targets cannot be solely achieved with increases on one line, rates increases will spill over to other lines as well (primarily auto and liability).

### Joint & Several Liability (The 1% Rule)

Joint and several liability is legislated in many Canadian provinces. In Ontario, the governing statute is The Negligence Act. This legislation directs that a person injured by two or more wrongdoers may collect his/her full damages from one of the wrongdoers regardless of the proportion of their liability. In our opinion, the legislation has a very negative impact on municipalities.

Severe injuries are most common in road maintenance cases. People that become injured in road accidents, bring actions against the at fault driver of the vehicle as well as the municipality, alleging poor road maintenance or design.



Due to the high value of severe injuries, the limits of insurance on the vehicle are generally not enough to satisfy the judgment. Therefore, due to joint and several liability, the municipality's insurer must pay the balance, even if it is only 1% liable.

For over a decade Frank Cowan Company has participated in a number of initiatives with AMO and the Provincial government to solicit change to the 1% rule for municipalities and relieve them of this unfair burden. The latest initiative occurred in 2014 when the Ontario government (Attorney General's Office) was considering the Saskatchewan model of proportionate joint and several liability. Unfortunately, the Ontario Provincial election resulted in a newly appointed Attorney General and the proposal was abandoned.

Recent regulatory changes to the Statutory Accident Benefit Schedule could expose municipalities to a higher frequency of joint and several claims allegedly arising due to poor road conditions. For claims arising out of accidents that occurred on or after June 1, 2016, the maximum benefits available under the Statutory Accident Benefit Schedule to 'catastrophically impaired' persons have been reduced from \$2 million (\$1 million in medical and rehabilitation plus \$1 million in attendant care benefits) to a total of \$1 million (i.e. a 50% reduction). This benefit reduction only impacts new claims for accidents occurring on or after June 1, 2016. This represents a significant change and that shortfall in available coverage under the Statutory Accident Benefits Schedule for claimants, whom did not purchase optional benefits, must be addressed by the at-fault auto defendant thereby eroding the auto defendant's liability limits quicker. Given that the majority of auto liability policy limits are \$1 million; municipalities will likely see an increase in the frequency of joint and several claims from injured claimants.

Frank Cowan Company handles numerous joint and several exposure claims. Here are two examples:

A young recently-licensed driver lost control of a vehicle on a gravel road. A passenger sustained a severe brain injury. The liability limits on the vehicle were \$1,000,000. The allegation against the municipality is a failure to grade the road. The damages claimed for the passenger are \$15,000,000. If liability is found on the municipality, any damages awarded in excess of \$1,000,000 will be payable by the municipal insurer.

In another case the plaintiff and two minor grandchildren were passengers in a vehicle. The driver came to a stop at a stop sign. The driver proceeded to make a left hand turn into the path of an oncoming vehicle. The sightlines and signage at the stop sign were within standards. The plaintiff placed the municipality on notice because they claimed snow piles at the edge of the road were too high, therefore obstructing visibility. The claim for the plaintiff(s) will greatly exceed the limits of \$1,000,000 on the automobile. The claim has a total value of approximately \$6,000,000. The exposure to the municipality based upon an estimated 25% liability would be \$1,500,000. Because of the 1% rule, the exposure to the municipality will increase to \$5,000,000 if the plaintiff(s) are successful with their case.

## Class Actions

The Class Proceedings Act of 1992 allows for class actions in Ontario. A class action may be commenced in any common law province (except for Prince Edward Island which does not have class proceedings legislation), as well as Quebec.

When a large group of people are collectively harmed they can collectively bring an action before the Court. Class actions are an economical way of bringing suit because the expenses are shared among many parties. In addition, where the group can't afford the expenses to bring a class action forward, a government fund has been created to assist them. It has become increasingly difficult to successfully oppose class certification in all jurisdictions. Our Courts are more readily willing than before to certify class actions. Recent examples of class actions include: 1) Claims against a Health Department for negligent inspection of a public swimming pool which lead to infectious disease of claimants. 2) Claims against a municipality by charitable organizations for the collection of fees (taxes) for which the municipality did not have the authority to impose. 3) Claims against municipalities related to property damage arising from flooding following a rain event and the legal risk associated with storm-water management.

At Frank Cowan Company, we have seen the increases in the number of class actions over the past few years. If liability is found against the municipality, the damage award can be significant depending upon the number of people in the group. However, more importantly, the cost of defending class actions is very high. For example, a recent class action claim commenced against a municipality for breach of privacy had a potential of 85,000 claimants as per the pleadings. Through the legal process it was finally determined that there were only 40 claimants. After careful review of all the submissions by claimants the claim was settled. All but one of the claims were rejected for a total damage payout of \$113.04. The big costs were in the form of third party legal costs, defence costs and expenses which totalled approximately \$1,335,000.

## Changing Legal Landscape

Recent court decisions have shown a reluctance to assign contributory negligence to claimants whom have been catastrophically injured. For example, consider *Stephen Campbell et al. vs. the Municipal Corporation of the County of Bruce*.

This was an occupier's liability claim in which the claimant cyclist was advancing over a "Free Fall" apparatus at the municipality's adventure park, when he fell off the obstacle, rendering him a quadriplegic. "Free Fall" is a variant of a Teeter-Totter that was fixed to the ground with concrete and piping to swivel the teeter-totter up and down. It is marked as having a high difficulty rating.

The trial judge noted that the plaintiff, testified that he was a relatively active middle-aged man who had extensive experience with road and mountain biking. He further noted that when he attended at the bike park he knew that there were risks of injury associated with mountain bike riding, that he understood the rating system employed at the mountain bike park and that the mountain bike park was an unsupervised, non-fee-paying facility. The plaintiff further observed the signs requiring him to ride within his own abilities and his own risk and to wear a helmet, although he did not do so on the first day. With respect to the incident itself, the trial judge noted that the plaintiff "overestimated his abilities and underestimated his skill required to successfully ride this teeter-totter". The trial judge further noticed that Campbell "acknowledged that his exit strategy off of Free Fall was incorrect". Despite all this, the trial judge concluded that the plaintiff bore no contributory negligence in this case.

Recently, the Financial Services Commission of Ontario contracted an independent research company to collect statistics on motor vehicle accident claims. Here is a highlight of some of the findings and comparisons to their last study:

- 91% of the claimants had some type of legal representation (a 37% increase since last reported).
- 83% of claimants ultimately commenced legal action (an increase of 60% since the last report)

## Future Care Costs

Future care costs address the medical and non-medical needs of a person who has suffered a catastrophic injury. Future care takes into account the person's future needs that will enhance the person's life. Consideration is given to medications, rehabilitative needs, nursing, home renovations, orthotics, assistive devices, transportation, social outings, educational or vocational needs, housekeeping and personal care services, recreational activities and future medical complications.

Future care costs are by far the largest component of a serious bodily injury claim. Providing future care is extremely expensive. People with severe brain injuries, spinal cord injuries and multiple orthopedic injuries are living longer. Coupled with rising healthcare costs, the cost of future care has ballooned over the past five years.

Brain injury cases are the types of cases where future care awards are the most significant. In the past 10 years, Frank Cowan Company has seen a dramatic increase in the number of brain injury cases reported.

## Examples of Future Care Awards

Frank Cowan Company handled a claim in which a teenager was catastrophically injured when hit by a car in an intersection. The case was settled mid-way through trial for \$8,300,000. Future care accounted for \$5,000,000 of the settlement.

In *MacNeil vs. Bryant*, the Court awarded an \$18,427,207 judgement to a 15-year-old female who received a severe head injury as a result of a motor vehicle accident. Over \$15,000,000 of the award was for future care.

In *Sandhu vs. Wellington Place Apartments*, a severe head injury was sustained by a child who fell from an apartment window. The Court awarded a \$17,000,000 settlement which included \$11,000,000 for future care.

In *Marcoccia vs. Gill*, a 20-year-old male received catastrophic injuries as a result of an automobile accident. The Court award was in the range of \$15,500,000 as plaintiff counsel argued he would need 24/7 attendant care for the rest of his life.

In *Morrison and Gordon vs. Greig*, Gordon was rendered a paraplegic and Morrison sustained a catastrophic brain injury. Morrison was awarded \$11,500,000 and Gordon \$12,600,000.

As outlined in the cases above, future care costs ranged from \$5,000,000 to \$15,000,000 which had an immense impact on the total cost of these claims.

## What Factors are Impacting Future Care Assessments?

### Attendant Care

Attendant care, private duty nursing or a personal support worker is often required/demanded in the most serious cases. Depending upon the level of care provided, the hourly rates can be very costly. To help illustrate how these costs can escalate quickly; imagine a young person with a brain injury who has a 50-year life expectancy requiring 24/7 care. Attendant care for that person could easily cost in the millions. There are other providers of future care services including services such as: housekeeping, nanny services, lawn and home maintenance, speech therapists, psychological counseling, occupational therapy, personal support worker and employment counseling.

### Inflation on Medical Expenses

Statistics have shown that the medical expenses inflate at a higher rate than average. Statistics Canada published inflation rates demonstrate that Health Care Services inflation exceeds CPI by 23.3% over the last 15 years. In the case of *MacNeil vs. Bryant*, the Court accepted the expert evidence that medical costs will inflate at a higher rate than average. Our medical system is currently strained and with no future relief in sight, medical services will increase in cost as demand exceeds supply. This alone can increase future care costs significantly.

### Management Fees

Awards for future care must be managed to ensure the capital provided lasts a lifetime. In many cases neither the plaintiff nor the plaintiff's family is capable or experienced in managing a large sum of money. The Courts realize that a professional guardian needs to be hired to ensure the funds are properly invested and managed. Today, these management fees are approximately 5% (or more) of the futures award.

In *Sandhu vs. Wellington Place Apartments*, the future care cost awarded was \$11,000,000. In addition, management fees of \$1,795,000 were awarded. This fee is well above 15%.

## Interest Rate and Discount Rate Impact

Current interest rates are low. When a claim for future care is settled an insurer is paying a large sum of money today for an expense into the future. A discount rate, which is tied to interest rates, is used by our Courts to assess the current value of this future expense. Until 2003, the rate was 2.5% on all damage awards for future losses. Since then, the rate was lowered to 0.1% for the first fifteen (15) years of the future award and 2.5% thereafter. This change has resulted in a minimum increase of 18% on these awards.

## Additional Heads of Damage

A head (or type) of damage for loss of competitive advantage was the first “new head” argued in the early 1980’s. It was argued that a person, with even the most minor injury, was entitled to damages in the case of a job loss and/or the fact that a prospective employer may not hire a “damaged person”. In 1980, this head started at a \$5,000 award. Today, it is typically valued at \$100,000 or more.

Loss of Interdependent Relationship (LOIR) was first pleaded in the early 2000’s. The damages are based on the fact a severely injured person may never have a spousal relationship, and benefit from the ability of two people living cheaper than one. When first pleaded, this award was less than \$100,000 and has subsequently doubled.

## Municipal Claims Inflation

Claims inflation should not be confused with the Consumer Price Index (CPI).

CPI is an indicator of the changes in consumer prices experienced by Canadians. These items include food, shelter, transportation and clothing. The CPI is frequently used to estimate the extent to which purchasing power of money changes, so it is widely used as a measure of inflation.

Inflation on municipal claims is a very different concept. Actuaries refer to this concept as trending. Actuaries will take a measurement of claims trending on a large book of business, such as Ontario municipal liability, and will use this information to determine appropriate rate adjustments. To determine the level of trending in the municipal portfolio the actuary considers trends related to both claims severity and claims frequency. This is a predictive measure used to estimate future expected values by analyzing historical data and other relevant information. They also take into consideration jury awards, court decisions, changes to legislation, emerging trends that may impact the claims as well as any professional fees for lawyers, adjusters, and experts.

Frank Cowan Company has a large statistically relevant municipal database established over 90 years of working with our clients. Taking all factors into account, our actuaries estimate that municipalities have a claims cost trend that is well above CPI.

## Conclusion – What can we do?

Insurance is complicated and the landscape continues to become even more complex when considering other exposures such as terrorism, cyber and climate change. Municipalities must increasingly rely on an insurance provider that keeps abreast of emerging issues and provides best in class risk management and claims services.

**What can we do?** When selecting your insurance carrier through an RFP process, think of insurance as a product, not a commodity. Make sure your provider has superior tailored risk management and claims services. Municipalities can’t rely on the Province to provide relief - they must take matters into their own hands. A Total Cost of Risk (TCoR) approach must be deployed to ensure your insurance program is cost effective and efficient. A TCoR methodology is a tailored approach that mitigates local exposures (risk management) and implements best practices in claims management.

Each municipality must be informed of how their insurer provides risk management and claims services.

**You need to ask questions about claims management:**

- How does your insurer manage claims?
- Are all lines serviced by one Canadian provider under “one roof” or by multiple insurers in various countries?
- Does your insurance provider utilize best practices to manage their claims volume?
- What is the cycle time of claims?
- Are older claims increasing in proportion?
- Is the legal spend being managed appropriately?
- Some municipalities have large deductibles – can your insurance provider assist with implementing a best practices environment in your municipality?
- In some municipalities the cost of claims below the deductible is the largest expenditure of the insurance program. Is the cost of consulting services covered by the premium or does your insurance provider charge additional fees?

Municipalities have long tail claims; managing claims properly will reduce municipal expenses.

**You need to ask questions about risk management:**

- What risk management services does your insurer provide?
- Do they utilize a tailored approach or are the risk management services generic and not industry/geographically specific?
- Can their staff perform a road review, MMS review, inspect a toboggan hill or trail?
- Does your insurance company provide you with the tools to mitigate risks (GPS systems monitoring compliance with MMS)?
- Is the cost of the risk management services covered by the premium or does your insurance provider charge additional fees?

**You need to ask how long your service provider has been part of their insurance program?**

Municipal insurance operates in a long tail claims environment. Some programs compete on price and shed their municipal insurance providers regularly to ensure they can continue to offer low premiums. This approach is not sustainable. Constantly changing markets results in poor claims service with multiple insurers providing claims services from different countries and lines. Your partners need to be committed to the municipal insurance space. It is important to ask how long your service provider has had their markets, specifically liability?

With the described escalation in the cost of claims, it is necessary to ensure that premiums are adequate to recover the cost of claims. What is viewed as a problem today may become a full-blown crisis tomorrow, especially in a highly specialized area such as municipal liability.

Based upon the descriptions of what are driving claims costs, there is strong justification for an increase in the cost of insurance. It is recognized that this may cause increased pressure on the finances of the municipal client base in the short run. It is also recognized that some insurers may be prepared to ignore these trends, and offer lower premium levels. We believe, however, that the need to offset the ever-increasing cost of claims with premium adjustments cannot be ignored. We trust that our clients will continue to value our expertise based on our past experience and insight in order to be assured of long term sustainability in their insurance program.

In the interim, our municipal clients must continue their efforts to attack the root causes of this problem by working to reduce both the frequency and severity of claims.

Frank Cowan Company has been working with municipalities for over 90 years. We understand municipal liability and we are here to assist you in addressing your various risks. We believe the best way to keep your total insurance costs low is by preventing claims before they happen. As a Frank Cowan Company client, you have unrestricted access to our risk management services – at no extra charge. These include educational sessions, consultation services and on-site inspections. Our experts can analyze your operational policies and procedures, identify exposures and risks in your facilities, and consult with municipal workers on risk management topics.

Let us help you!



## Staff Report FIN2020-028

**Title of Report:** FIN2020-028 2020 Insurance Renewal

**Department:** Finance

**Council Date:** November 4, 2020

**Recommendation:**

**Be it resolved that** Council receive Staff Report FIN2020-028 2020 Insurance Renewal as information.

### Background:

The municipality has insurance policies for Casualty, Property, Automobile, and Excess with Frank Cowan Company, in partnership with NFP Canada Corp.

### Staff Comments:

On October 9, 2020, Frank Cowan Company and NFP Canada Corp presented staff with the annual insurance renewal information, for the period October 1, 2020 to September 30, 2021.

Staff prepared the following table to analyze the increase in premiums:

				Increase	
		2020-2021	2019-2020	\$	%
<b>Casualty</b>					
	General Liability	\$ 42,557	\$ 30,398	\$ 12,159	40%
	Errors and Omissions Liability	\$ 5,375	\$ 4,886	\$ 489	10%
	Non-owned Automobile Liability	\$ 176	\$ 176	\$ -	0%
	Environmental Liability	\$ 5,870	\$ 5,336	\$ 534	10%
	Crime	\$ 1,545	\$ 1,500	\$ 45	3%
	Board Members Accident	\$ 1,532	\$ 1,265	\$ 267	21%
	Volunteers' Accident	\$ 150	\$ 150	\$ -	0%
	Conflict of Interest	\$ 420	\$ 420	\$ -	0%
	Legal Expense	\$ 918	\$ 918	\$ -	0%
<b>Property</b>					
	Property	\$ 43,048	\$ 36,865	\$ 6,183	17%
	Equipment Breakdown	\$ 2,648	\$ 2,596	\$ 52	2%
<b>Automobile</b>					
	Owned Automobile	\$ 26,231	\$ 19,177	\$ 7,054	37%
<b>Excess</b>					
	Follow Form - 1st layer	\$ 2,000	\$ 2,000	\$ -	0%
	Follow Form - 2nd layer	\$ 3,220	\$ 3,000	\$ 220	7%
<b>Total Annual Premium</b>		\$ 135,690	\$ 108,687	\$ 27,003	25%
	8% Retail Sales Tax	\$ 10,855	\$ 8,695	\$ 2,160	25%
<b>Total Cost</b>		<b>\$ 146,545</b>	<b>\$ 117,382</b>	<b>\$ 29,163</b>	<b>25%</b>

Staff has asked Frank Cowan Company to delegate to Council at the November 4, 2020 meeting to answer any questions Council may have.

According to conversations staff have had with other municipalities, the significant increase in insurance costs is not isolated to Southgate.

**Financial Implications:**

The 2020 Budget contained approximately \$117,382 for these insurance policy premiums. For 2020, the actual cost is \$124,673 ( $\$117,382 \times 9/12 + \$146,545 \times 3/12$ ), which is overbudget by \$7,291.

Staff estimates that the 2021 Budget impact will be \$34,658 on the assumption of an increase for the 2021/2022 premium year of 15%. ( $\$29,163 \text{ plus } \$146,545 \times 3/12 \times 15\%$ )

**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 annual insurance costs for the period October 1, 2020 to September 30, 2021 is \$145,545, an increase of 25%.

The financial impact in 2020 is \$7,291; and the estimated 2021 Budget impact is \$34,658.

Respectfully Submitted,

**Dept. Head:** *Original Signed By*  
William Gott, CPA, CA, Treasurer

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

**Attachment:** None





## **Township of Southgate**

### **Minutes of Council Meeting**

October 21, 2020

1:00 PM

Electronic Participation

Members Present: Mayor John Woodbury (arrived at 1:05 PM)  
Deputy Mayor Brian Milne  
Councillor Barbara Dobreen  
Councillor Michael Sherson  
Councillor Jason Rice  
Councillor Jim Frew  
Councillor Martin Shipston (arrived at 1:10 PM)

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

#### **1. Call to Order**

Deputy Mayor Milne called the meeting to order at 1:01 PM.

#### **2. Open Forum - Register in Advance**

No members of the public spoke at open forum.

#### **3. Confirmation of Agenda**

No. 2020-461

**Moved By** Councillor Rice

**Seconded By** Councillor Frew

**Be it resolved that** Council confirm the agenda as amended.

**Carried**

**4. Declaration of Pecuniary Interest**

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

**5. Public Meeting**

**5.1 Township of Southgate DRAFT Community Improvement Plan**

**5.1.1 Background**

**The Purpose and The Effect** of the Community Improvement Plan and implementing Official Plan Amendment is to establish a set of financial incentive programs aimed at encouraging private investment to undertake many of the above noted activities.

Planner Clinton Stredwick presented his Community Improvement Plan presentation.

Mayor Woodbury arrived at 1:05 PM and assumed the Chair.

Councillor Shipston arrived at 1:10 PM.

**5.1.2 Application and Notice of Public Meeting**

Clerk Lindsey Green confirmed that proper notice was given in accordance with the Planning Act.

**5.1.3 Comments Received from Agencies and the Public**

One agency comment was received from the Saugeen Valley Conservation Authority. There was one comment received from a member of the public via email, Clerk Lindsey Green read the email in its entirety.

**5.1.4 Questions from Council**

Members of Council asked questions and staff provided responses.

#### **5.1.5 Applicant or Agent**

Planner Clinton Stredwick spoke on behalf of the Official Plan Amendment and Draft Community Improvement Plan.

#### **5.1.6 Members of the Public to Speak**

One member of the public spoke and asked questions. Staff provided responses.

#### **5.1.7 Further Questions from Council**

Members of Council asked questions and staff provided responses.

### **6. Delegations & Presentations**

#### **6.1 BDO LLP Delegation re Township of Southgate 2019 Audited Financial Statements - Traci Smith, Partner**

No. 2020-462

**Moved By** Councillor Dobreen

**Seconded By** Deputy Mayor Milne

**Be it resolved that** Council receive the BDO LLP Presentation as information.

**Carried**

### **7. Adoption of Minutes**

No. 2020-463

**Moved By** Councillor Frew

**Seconded By** Councillor Rice

**Be it resolved that** Council approve the minutes from the October 7, 2020 Council and Closed Session meetings as presented.

**Carried**

### **8. Reports of Municipal Officers**

#### **8.1 Treasurer William Gott**

**8.1.1 FIN2020-025 2019 Financial Report – Audited  
Financial Statements**

No. 2020-464

**Moved By** Deputy Mayor Milne

**Seconded By** Councillor Dobreen

**Be it resolved that** Council receive Staff Report FIN2020-025 2019 Financial Report – Audited Financial Statements as information; and

**That** Council approves The Corporation of the Township of Southgate Consolidated Financial Statements for the year ended December 31, 2019 as presented.

**Carried**

**8.1.2 FIN2020-026 Safe Restart Agreement - Municipal  
Operating Funding**

No. 2020-465

**Moved By** Councillor Frew

**Seconded By** Deputy Mayor Milne

**Be it resolved that** Council receive Staff Report FIN2020-026 Safe Restart Agreement - Municipal Operating Funding as information; and

**That** Council directs that the Safe Restart Agreement - Municipal Operating Funding under Phase 1 that exceeds the municipality's 2020 needs be contributed to a reserve and accessed to support COVID-19 operating costs and pressures that may continue into 2021.

**Carried**

**8.2 Chief Administrative Officer Dave Milliner**

**8.2.1 CAO2020-063 Southgate Welcoming Community  
Plan**

Council recessed at 2:41 PM and returned at 2:51 PM.

No. 2020-466

**Moved By** Councillor Dobreen

**Seconded By** Councillor Rice

**Be it resolved that** Council receive Staff Report CAO2020-063 as information; and

**That** Council approve staff proceeding with a discussion with the Mayor, Deputy Mayor, Southgate staff, South East Grey Community Health Centre and JunCtian Community Initiatives on the issues of developing a Welcoming Community Plan and Programming; and

**That** Council approve as part of these Welcoming Community Plan and Programming discussions that a Committee Terms of Reference be created for a Welcoming Community Committee with consideration that at some point in time to include consultation with a Community Round Table Plan on discussing the issues of being a more Welcoming Community, to develop strategies to welcome and invite newcomers to be part of our community, by embracing the change we see today through inclusion, to better support our Community Action Plan Goals, to develop discussions on new ideas for programming services as we grow, to identify the social gaps we need to address, to deal with the challenges in our Community Safety & Well Being Plan issues and priorities we will be receiving shortly, and that the Terms of Reference document will identify community partners to be involved in, discuss, deal with and recommend actions for these important issues

**Carried**

### **8.2.2 CAO2020-064 CAO Report October 21 2020**

No. 2020-467

**Moved By** Deputy Mayor Milne

**Seconded By** Councillor Frew

**Be it resolved that** Council receive Staff Report CAO2020-064 as information; and

**That** Council approve staff proceeding with this Christmas Party Plan and the gift certificate of \$50.00 per Board and Committee member, employee and Council members for businesses in Southgate.

**Carried**

### **8.3 Planner Clinton Stredwick**

#### **8.3.1 PL2020-041 - C8-20 Ken and Tracey Sivill**

No. 2020-468

**Moved By** Councillor Rice

**Seconded By** Councillor Dobreen

**Be it resolved that** Council receive Staff Report PL2020-041 for information; and

**That** Council consider approval of by-law 2020-116.

**Carried**

#### **8.3.2 By-law 2020-116 - ZBA C8-20 - Ken and Tracey Sivill**

Councillor Sherson left the meeting at 3:23 PM.

Mayor Woodbury requested a recorded vote on the main motion.

No. 2020-469

**Moved By** Councillor Rice

**Seconded By** Deputy Mayor Milne

**Be it resolved that** by-law number 2020-116 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 (6): Mayor Woodbury, Deputy Mayor Milne, Councillor Dobreen, Councillor Rice, Councillor Frew, and Councillor Shipston

Absent (1): Councillor Sherson

**Carried (6 to 0)**

### **8.3.3 PL2020-045 - C12-20 Murray and Brenda Calder**

No. 2020-470

**Moved By** Councillor Dobreen

**Seconded By** Councillor Rice

**Be it resolved that** Council receive Staff Report PL2020-045 for information; and

**That** Council consider approval of By-law 2020-101

**Carried**

### **8.3.4 By-law 2020-101 - ZBA C12-20 - Murray Calder**

Mayor Woodbury requested a recorded vote on the main motion.

No. 2020-471

**Moved By** Deputy Mayor Milne

**Seconded By** Councillor Frew

**Be it resolved that** by-law number 2020-101 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 (6): Mayor Woodbury, Deputy Mayor Milne, Councillor Dobreen, Councillor Rice, Councillor Frew, and Councillor Shipston

Absent (1): Councillor Sherson

**Carried (6 to 0)**

### **8.3.5 PL2020-065 - Community Improvement Plan**

No. 2020-472

**Moved By** Deputy Mayor Milne

**Seconded By** Councillor Rice

**Be it resolved that** Council receive Staff Report PL2020-065 for information; and

**That** Council Adopt the Official Plan Amendment #27 by approving bylaw 2020-123.

**Carried**

### **8.3.6 By-law 2020-123 - OPA No. 27 - Community Improvement Plan**

Councillor Frew left the meeting at 3:30 PM.

Mayor Woodbury requested a recorded vote on the main motion.

No. 2020-473

**Moved By** Councillor Dobreen

**Seconded By** Councillor Rice

**Be it resolved that** by-law number 2020-123 being a by-law to adopt Amendment No. 27 to the Township of Southgate Official Plan affecting all the lands 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 (5): Mayor Woodbury, Deputy Mayor Milne, Councillor Dobreen, Councillor Rice, and Councillor Shipston

Absent (2): Councillor Sherson, and Councillor Frew

**Carried (5 to 0)**

## **8.4 HR Coordinator Kayla Best**

### **8.4.1 HR2020-014 – CAO Review Timelines**



No. 2020-474

**Moved By** Deputy Mayor Milne

**Seconded By** Councillor Rice

**Be it resolved that** Council receive staff report HR2020-014 for information; and

**That** Council direct staff to proceed with proposed timelines for the CAO Performance Review for 2020 and future years; and

**That** Council direct staff to proceed with requesting feedback from all Department Heads for 2020 and all CAO Performance Reviews in future years.

**Carried**

Councillor Frew returned to the meeting at 3:35 PM.

Councillor Dobreen moved the following motion.

No. 2020-475

**Moved By** Councillor Dobreen

**Seconded By** Councillor Shipston

**Be it resolved that** Council proceed past 4:00 PM.

**Carried**

#### **8.4.2 HR2020-015 – IT Equipment Upgrades**

No. 2020-476

**Moved By** Councillor Frew

**Seconded By** Councillor Dobreen

**Be it resolved that** Council receive staff report HR2020-015 for information; and

**That** Council direct staff to proceed with using the Safe Restart Funding to purchase proposed upgraded IT Equipment; and

**That** Council direct staff to proceed with using Infinity Network Solutions as the provider for the proposed upgraded IT Equipment.

**Carried**

**9. By-laws and Motions**

**9.1 By-law 2020-124 - Prohibition of Heavy Trucks By-law**

Councillor Sherson returned to the meeting at 3:50 PM.

Mayor Woodbury requested a recorded vote on the main motion.

No. 2020-477

**Moved By** Councillor Frew

**Seconded By** Deputy Mayor Milne

**Be it resolved that** by-law number 2020-124 being a by-law to prohibit heavy trucks on certain highways 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)**

**10. Notice of Motion**

None.

**11. Consent Items**

**11.1 Regular Business (for information)**

No. 2020-478

**Moved By** Councillor Rice

**Seconded By** Councillor Frew

**Be it resolved that** Council approve the items on the Regular Business consent agenda dated October 21, 2020 and direct staff to proceed with all necessary administrative actions.

**Carried**

Councillor Sherson left the meeting at 3:55 PM.

**11.1.1 HR2020-013 – Customer Service and Support**

**11.1.2 PW2020-052 Department Report**

**11.1.3 Building, By-law and Canine Reports -  
September 2020**

**11.2 Correspondence (for information)**

No. 2020-479

**Moved By** Councillor Dobreen

**Seconded By** Deputy Mayor Milne

**Be it resolved that** Council approve the items on the Correspondence consent agenda dated October 21, 2020 and direct staff to proceed with all necessary administrative actions.

**Carried**

**11.2.1 OPP 2021 Annual Billing Letter for  
Municipalities - received September 28, 2020**

**11.2.2 Ministry of Municipal Affairs and Housing - Safe  
Restart Agreement Phase 2 - received October 1,  
2020**

**11.2.3 Office of the Solicitor General - Community  
Safety - received October 2, 2020**

**11.2.4 SVCA Media Release - received October 4, 2020**

**11.2.5 SVCA 2020-08-06 Authority Meeting Minutes -  
received October 5, 2020**

**11.2.6 Southgate Mental Health Week Flyer 2020 -  
received October 6, 2020**

**11.2.7 AMO - The Federal Gas Tax Fund in 2019 -  
received October 15, 2020**

**11.2.8 OFM Correspondence - Staffing Levels and  
Firefighter Safety - received October 6, 2020**

**11.2.9 Grey Bruce Health Unit Update 2020 10 18 -  
received October 18, 2020**

**11.3 Resolutions of Other Municipalities (for information)**

Councillor Sherson returned to the meeting at 4:08 PM.

No. 2020-480

**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 October 21, 2020 and direct staff to proceed with all necessary administrative actions.

**Carried**

**11.3.1 Township of North Glengarry re Emergency  
Assistance Funding to Municipalities - received  
September 28, 2020**

**11.3.2 Town of Wasaga Beach letter to Doug Ford re  
Car Rally - received October 1, 2020**

**11.3.3 Municipality of Meaford - County-Wide Waste  
Management Program - received October 2, 2020**

**11.3.4 City of St. Catharines Development Approval  
Requirements for Landfills (Bill 197) - received  
October 7, 2020**

**11.3.5 Township of Asphodel-Norwood re Cannabis  
Enforcement - received October 7, 2020**

**11.3.6 Loyalist Township re Community Groups and  
Service Clubs - received October 9, 2020**

**11.3.7 Township of Blandford-Blenheim re Cannabis  
Grow Operations - received October 13, 2020**

**11.4 Closed Session (for information)**

None.

## **12. County Report**

Mayor Woodbury reported that County Council has returned to electronic meetings and will continue that way for the foreseeable future. Representatives from the Chippewas of the Saugeen First Nation attended Council to discuss a recent land claim settlement which included passing a by-law to transfer the Mountain Lake County Forest property to Saugeen Ojibway Nation. He added that the County is getting prepared to complete the annual budget, and they also looked at Trail Management. Lastly, he added that Council voted against allowing wider side-by-side vehicles on the County rail trails.

## **13. Members Privilege - Good News & Celebrations**

Councillor Sherson left the meeting at 4:20 PM.

Mayor Woodbury stated that sadly, the Holstein Santa Claus Parade has been cancelled for this year. They are still planning to have a modified Remembrance Day event being held on November 8th. Councillor Dobreen explained protocols that the Legion is putting in place to make the event as safe as possible. Mayor Woodbury also added that the Dundalk Remembrance Day ceremony will not be the same as in previous years.

Staff explained that the Province has released a guidance document for those wishing to still participate in Halloween and Trick or Treating this year. Councillor Shipston praised the members of the Dundalk Halloween Committee for their leadership and ideas to continue with events for families to participate in on Halloween amidst the Pandemic.

## **14. Closed Meeting**

No. 2020-481

**Moved By** Councillor Dobreen

**Seconded By** Councillor Rice

**Be it resolved that** Council proceed into closed session at 4:26 PM in order to address matters relating to a proposed or pending acquisition or disposition of land (Subject: verbal offer received to purchase property - Verbal report); and

**That** Clerk Lindsey Green and CAO Dave Milliner remain in attendance.

**Carried**

Council recessed at 4:26 PM and returned at 4:33 PM.

Councillor Sherson returned to the meeting at 4:36 PM.

No. 2020-482

**Moved By** Councillor Dobreen

**Seconded By** Deputy Mayor Milne

**Be it resolved that** Council come out of Closed Session at 5:09 PM.

**Carried**

**14.1 A proposed or pending acquisition or disposition of land  
(Subject: verbal offer received to purchase property -  
Verbal report)**

No. 2020-483

**Moved By** Councillor Rice

**Seconded By** Councillor Dobreen

**Be it resolved that** Council receive the verbal report regarding a verbal offer received to purchase property as information; and

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

**Carried**

**15. Confirming By-law**

Mayor Woodbury requested a recorded vote on the main motion.

No. 2020-484

**Moved By** Councillor Rice

**Seconded By** Councillor Dobreen

**Be it resolved that** by-law number 2020-125 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 21, 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)**

**16. Adjournment**

No. 2020-485

**Moved By** Deputy Mayor Milne

**Be it resolved that** Council adjourn the meeting at 5:14 PM.

**Carried**

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Mayor John Woodbury

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Clerk Lindsey Green



## **Staff Report FIRE2020-017**

**Title of Report: FIRE2020-017- Increase Cost of Dispatch**

**Department: Fire**

**Council Date: November 4, 2020**

### **Recommendation:**

**Be it resolved that** Council receive Staff Report FIRE2020-017 for information; and  
**That** Council approve staff to sign the new fire dispatch agreement with the Owen Sound Police Service.

### **Background:**

Currently Owen Sound Police Service provides fire dispatch for the majority of Grey and Bruce County fire services. Owen Sound Police Services is a Primary PSAP (Primary Public Access/Answering Point). This means any 911 call made in Grey County is answered by Owen Sound Police Services and sent to the appropriate dispatch agency.

Due to the old 911 system not being compatible with current technology the CRTC has requested all telephone companies to upgrade their systems to have IP based capabilities. This is referred to as next generation 911 (NG9-1-1). Dispatch agencies must upgrade their equipment as well to be compatible with the new system. NG 9-1-1 will give callers the abilities to communicate to dispatch agencies through text message, photos, videos and increase the ability for dispatch call centres to communicate with the visual and hearing impaired.

### **Staff Comments:**

Due to dispatch agencies having to upgrade their systems to be compatible with NG 9-1-1 they have increased the cost for service to their customers. All dispatch agencies will be adding additional operating costs to their users to cover the capital cost of upgrading to the new system.

The cost to switch to a secondary PSAP agency will have no cost savings as the proper equipment would need to be installed at the fire hall before being able to receive page outs. The second downfall to switching to a secondary PSAP agency such as Tillsonburgh Fire Dispatch is being a secondary PSAP fire department page outs would be on average 30 seconds delayed. The reason for this is the Primary PSAP would answer the call take the callers information then send it downstream to the Secondary PSAP who would have to take the same information again then dispatch the proper fire department.

**Financial Implications**

The financial impact of signing the new dispatch agreement will be an increase of about \$5,000.00 to our dispatching services in the Fire operating budget starting in 2021.

**Communications & Community Action Plan Impact:**

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

**Concluding Comments:**

That Council receive staff report FIRE2020-017 as information and approve staff to sign the new fire dispatch agreement with Owen Sound Police.

Respectfully Submitted,


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

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

**Attachment 1** – NG911 Information

**Attachment 2** – Dispatch Agreement with Owen Sound Police

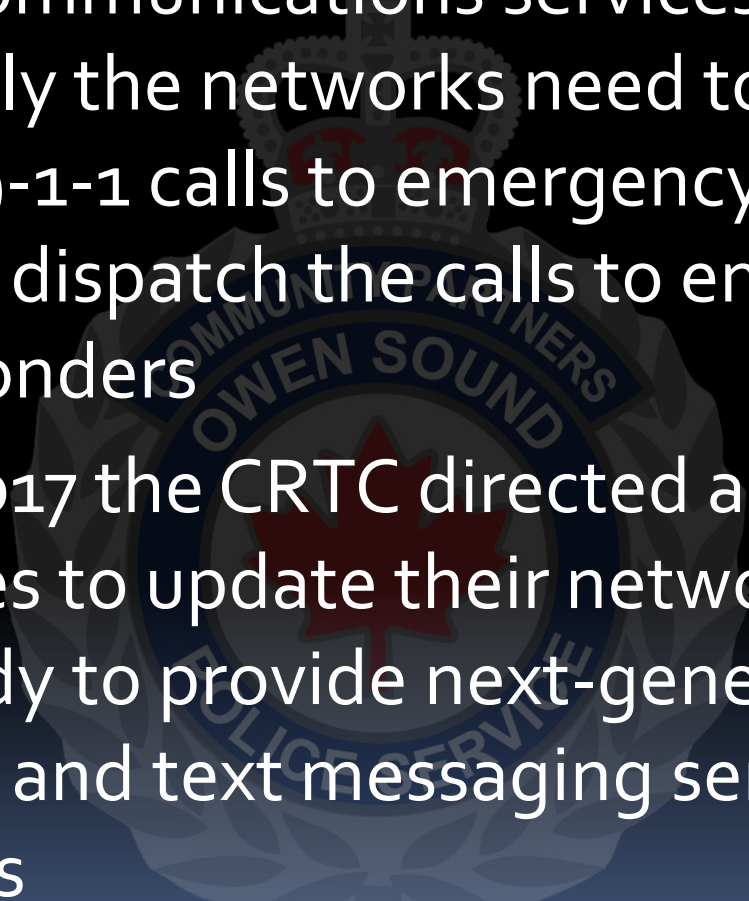
Owen Sound Police Service

The crest of the Owen Sound Police Service is centered in the background. It features a crown at the top, a red maple leaf in the center, and a blue circular band with the text "COMMUNITY PARTNERS" and "OWEN SOUND". The words "POLICE SERVICE" are written in a larger font at the bottom of the crest.

# Emergency Communications Centre

9-1-1



- 
- The CRTC (Canadian Radio-Television and Telecommunications Commission) regulates the telecommunications services providers who supply the networks need to direct and connect 9-1-1 calls to emergency call centres who then dispatch the calls to emergency first responders
  - In June 2017 the CRTC directed all telephone companies to update their networks in order to be ready to provide next-generation (NG9-1-1) voice and text messaging services to all Canadians



- **BASIC 9-1-1**  
connects a 9-1-1 call to call centre. The caller must identify his or her location to the 9-1-1 operator, who then connects the call to emergency response centre serving that area
- **ENHANCED 9-1-1**  
connects a 9-1-1 call to an emergency call centre and automatically provides the 9-1-1 operator with the phone number and address of the location of the caller (landline). Wireless capabilities were added during E9-1-1 for locating cell phones or nearest cell tower
- **NEXT GEN 9-1-1**  
connects 9-1-1 calls to emergency call centres and automatically provide the 9-1-1 operator with the phone number and address or location of the caller. In addition, NG9-1-1 will enable Canadians to interact with 9-1-1 call centres using new and innovative services and capabilities such as real time chat (not basic texting) and the transmission of photos, and videos

# 9-1-1 Services

- Traditional Wireline Telephone
  - you make or receive calls from a fixed address, you receive enhanced 9-1-1 service, with caller's phone # and address automatically provided to the 9-1-1 operator, except where Basic 9-1-1 Service is provided
- Wireless 9-1-1 Service
  - wireless phones can be important safety tools because they are mobile and aren't associated to a fixed location or address. This mobility however makes it harder for both service providers and 9-1-1 operators to pinpoint the location of the 9-1-1 call

- Enhanced wireless 9-1-1 service is provided in areas that currently received Enhanced 9-1-1, the CRTC required that wireless carriers to upgrade their 9-1-1 services to provide an enhanced capability to identify the location of the wireless 9-1-1 callers
- Improved location capability based on two technologies: global position system (GPS) or triangulation capability to identify a 9-1-1 caller's location generally within 50 to 300 meters of the cellphone and is automatically transmitted to a 9-1-1 call centre serving that area
- The GPS/triangulation information is automatically provided to the 9-1-1 operation and delivered within 10-15 seconds

- VOIP
  - 2 types of VOIP services :

Fixed VoIP service which are calls made from a fixed address provided over private communication network (ie cable service provider) instead of over the internet

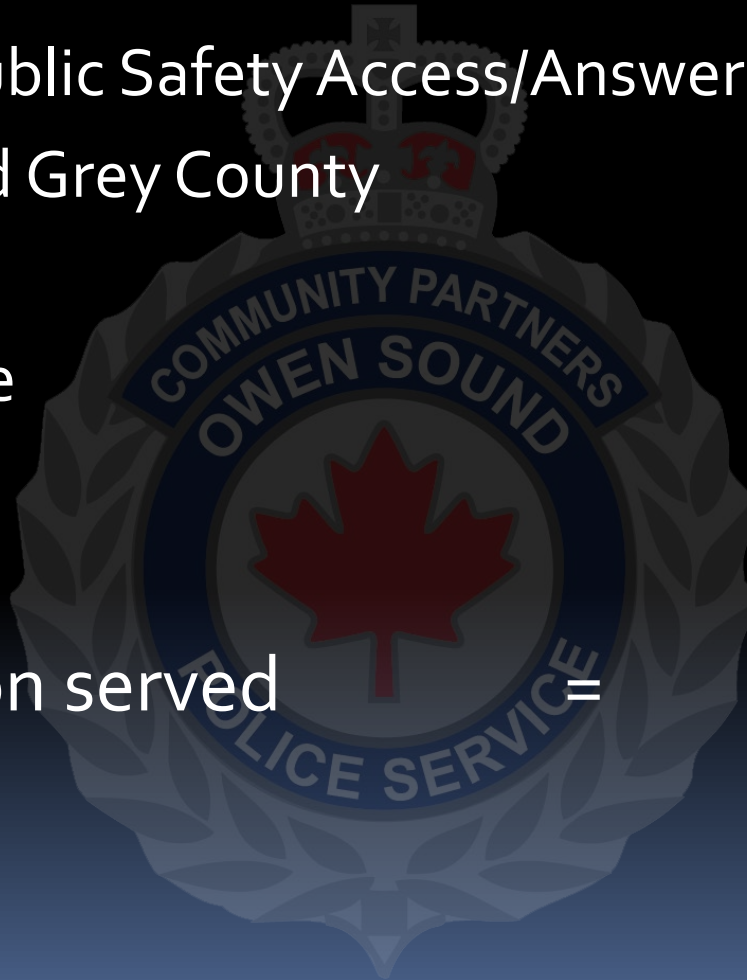
Nomadic VoIP service provided over the internet and lets callers access telephone services using any high speed internet connection from any location, provides only Basic 9-1-1 and because there is no fixed address makes it very difficult to pinpoint location of the 9-1-1 call

# PSAP-Public Safety Answering Point

- is a call center where emergency calls (police, fire and ambulance) initiated by any mobile or landline subscriber are answered. There are 2 types of PSAPs
- Primary-PSAP (P-PSAP) is the first point of reception of a 911 call by a public agency. The Primary-PSAP must be capable of receiving and processing enhanced 911 calls from all voice communications service providers.
- Secondary-PSAP is able to receive voice and data of an Enhanced 911 call transfer from a Primary PSAP to complete the 911 process by dispatching law enforcement, ambulance and firefighters.

# P-PSAP vs S-PSAP


- Primary Public Safety Access/Answer Point
  - Bruce and Grey County
  - Dryden
  - Port Hope
  - Cobourg
- Population served = 300,000

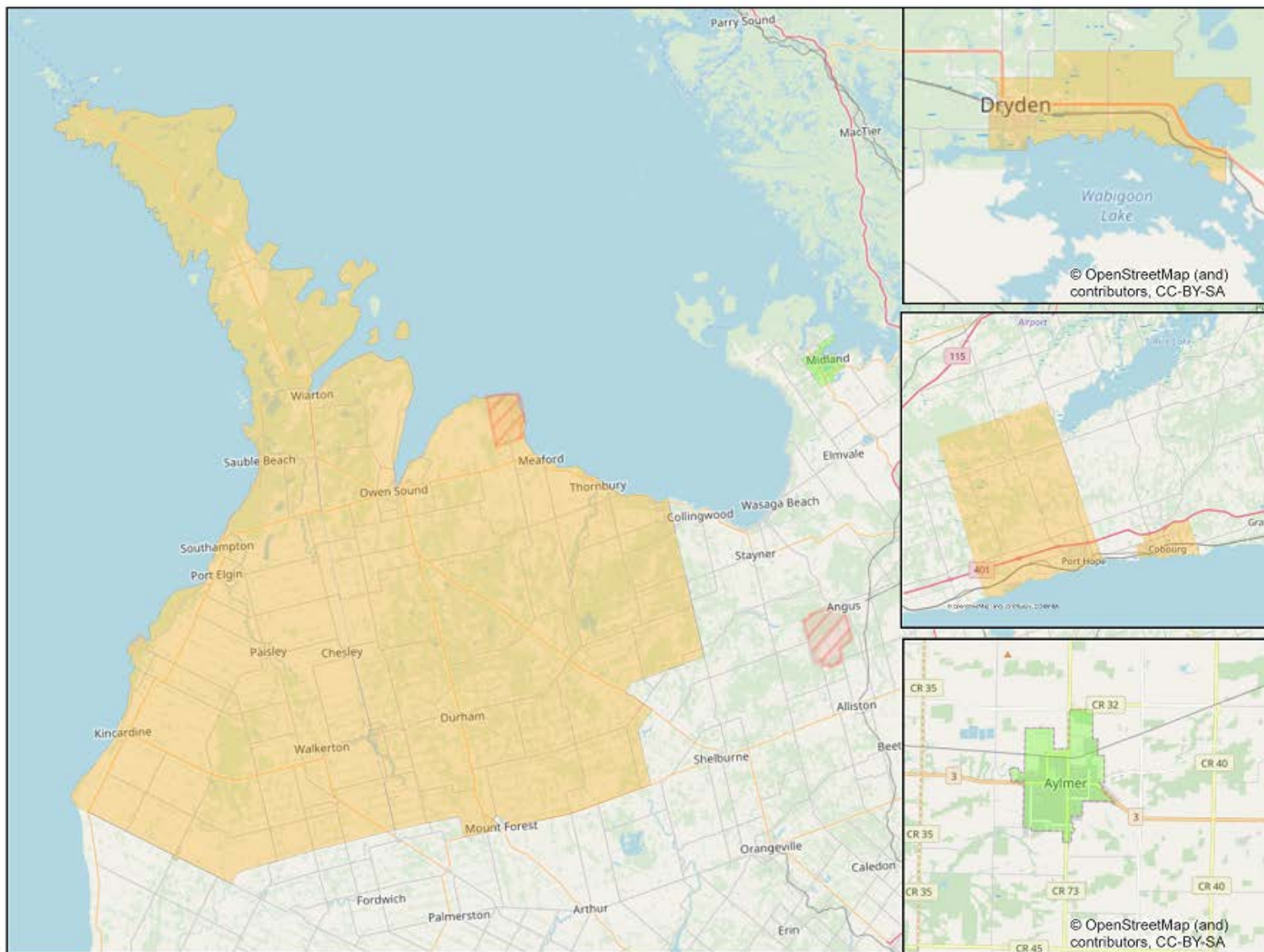




# First Responder Agencies

## 9-1-1 Calls Downstreamed To

- 
- The logo of the Owen Sound Police Service is centered in the background. It features a crest with a crown at the top, a red maple leaf in the center, and the words "OWEN SOUND" and "POLICE SERVICE" in a circular border. The words "COMMUNITY PARTNERSHIP" are also visible.
- Barrie Fire
  - Cambridge Ambulance
  - Durham Regional Police
  - Guelph Fire
  - Kenora Ambulance
  - Kenora Fire
  - Lindsay Ambulance
  - London Ambulance
  - London OPP
  - North Bay OPP
  - Northern 9-1-1
  - Orangeville Police
  - Orillia OPP
  - Peterborough Fire
  - Smith Falls OPP
  - Spectrum Communications

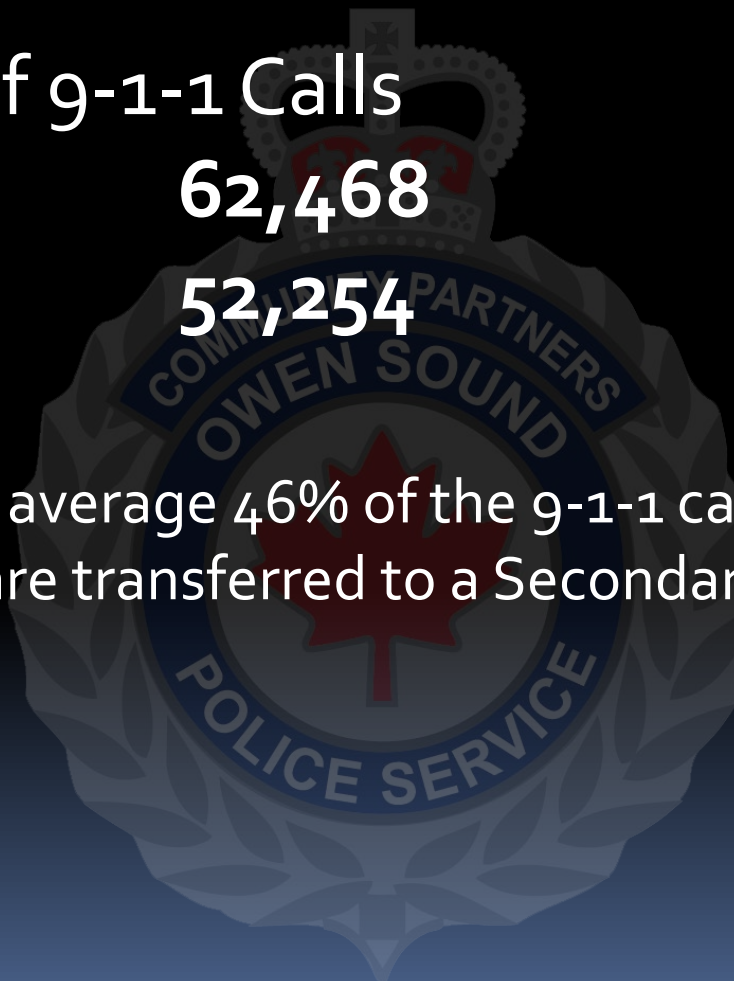




# STATS



- Total # of 9-1-1 Calls  
2019 62,468  
2018 52,254
- We keep on average 46% of the 9-1-1 calls, the remainder are transferred to a Secondary PSAP

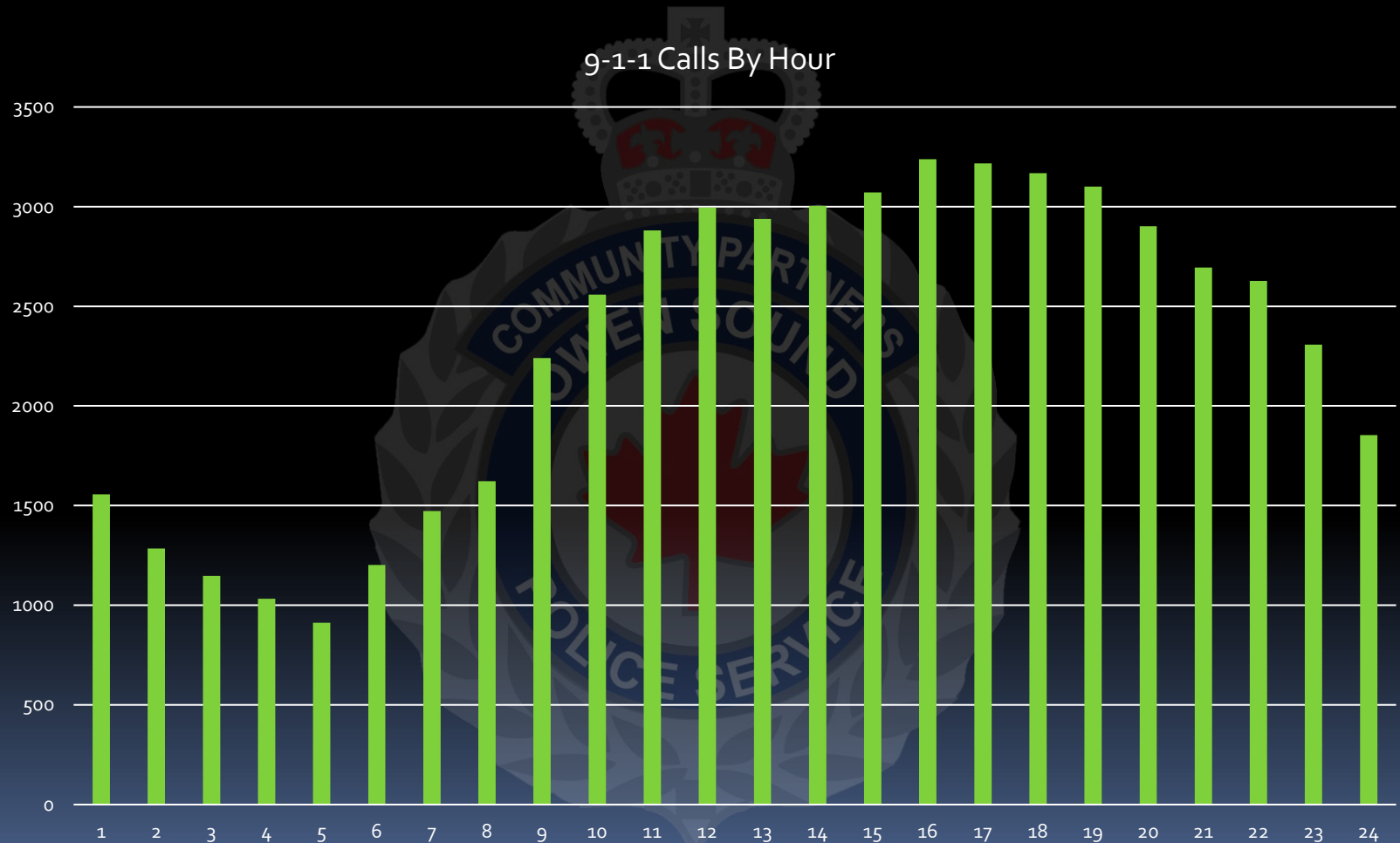


# No Voice/Abandoned/Disconnected Calls

2018	3,615
2019	7,445

- Must be treated as an emergency until all efforts have been exhausted to indicate otherwise

# 9-1-1 Calls By Hour





## Text with 9-1-1 Services for Deaf, Hard of Hearing or Speech Impaired Persons

- Text message access to 9-1-1 services is currently only available for hearing or speech impaired Canadians in most areas of Canada
- In June 2017 we updated our 9-1-1 system to be able to process text with 9-1-1 callers who have hearing or speech impairments
- To utilize this service a hearing or speech impaired person needs to register for the service with their wireless service provider
- In the event of an emergency the registered user makes a voice call to the PSAP and the 9-1-1 operator receives a notification to communication with the caller via text message

# Text w 9-1-1

Welcome, Suzanne | [Sign out](#)

 Home




To initiate a session, enter phone number

Select a user:  ▼

Your current user:

Your current view is:  ▼

Active Sessions

PSAP	User	Phone	Started	Last Message	Messages	Open
OwenSoundPol	sbellmat	5192701995	03/15/19 12:33:24	03/15/19 12:45:21	6	

<< Previous 1 Next >>




911 Chat Window - 5192701995 - Internet Explorer


Français Hide delivery confirmation.

Operator for phone number 5192701995 is Rogers Wireless / L'opérateur du numéro de téléphone 5192701995 est Rogers Wireless  
12:33:25 03/15/19  
Longcode for this conversation : 5559114814021. / Code long pour cette conversation : 5559114814021.

5559114814021  
ROGERS  
12:41:02 03/15/19  
911 What is your emergency?

✓







5192701995  
ROGERS  
12:44:12 03/15/19  
\*\* test event \*\* need police at 456 7th Street West

5559114814021  
ROGERS  
12:44:43 03/15/19  
Why do you need police, what is going on there?

✓





5192701995  
ROGERS  
12:45:21 03/15/19  
My dog was just bit by my neighbour's dog

Insert into conversation:

You have 136 characters left.

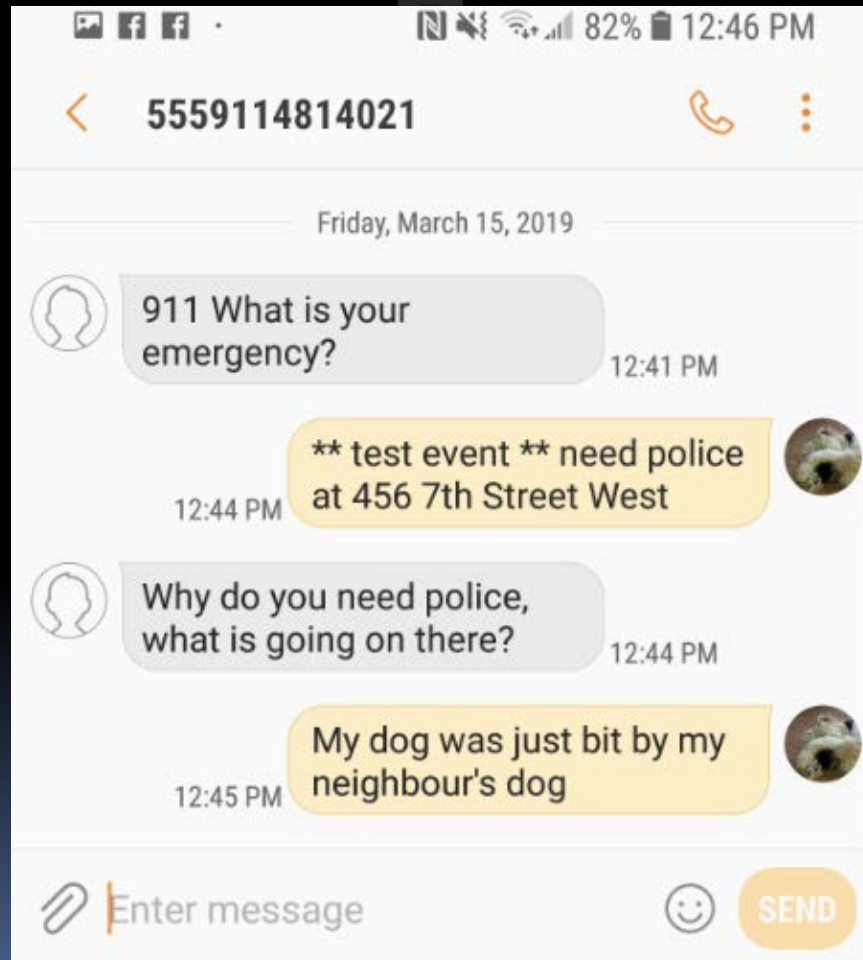
Send

Transfer Chat End Call

<https://www.textblue.ca/textblue/admin?cmd=E911ChatSessionResponder>



# What the public see



# ANI/ALI

SP ANI/ALI

Owen Sound Police Service Primary - OS-DISPAQS1

Name:	<u>DOLLARAMA S.E.C REF #321</u>	Service Class:	COM
Address:	<u>223 7TH AV</u>	PSAP Answer Time:	2019-03-15 12:51:37
	HANOVER	Call Taker Position:	1
	HANOVER ON	Call Taker Label:	Pos.1
	NA		
Tel Number:	<u>(519) 364-1738</u>	PBX Trunk ID:	T030002
ESN:	00547		
OWENSOUNDPOL:	(519) 376-2033	N/A:	(000) 000-0000
TILLSONBRGFIR:	(519) 842-3229	N/A:	(000) 000-0000
LONDONCACC:	(519) 434-2711	N/A:	(000) 000-0000
Status:	Ok		
Call Time:	2019-03-15 12:51:37		
CLLI:	21		
PSAP ID:	0266		
Trunk ID:	1		
Call ID:	21519364173800010266		
Data Provider:	BELL BELL CANADA 8009100911		

Intergraph - I/Dispatcher [350]
Workstation Unit Event Info View Inquiry Tools Database Help

New Update Cancelled Unit Alarm Background Ans/All Loc Call Broadcast Call Back (0) Ev (0) SS (0) ICM Informer (0) Messages (136) Timer

I/Dispatcher Event Information

Accept Emergency Hot Call Advised Abandon Req Cancel Create Rev Cancel Update

Loc Type SubT Name Addr Phone Bus Rem

On Air Station Stage R/Stage Upgrade Under Ctrl Return Recommend

Cross Ref Chronology Supp Info Ev SS Inf Attach Stack

Agency R P Beat Group Event Number AD DP ER AR TR TA

Log On Unit On Group Log Off Unit Info Calls Unit St

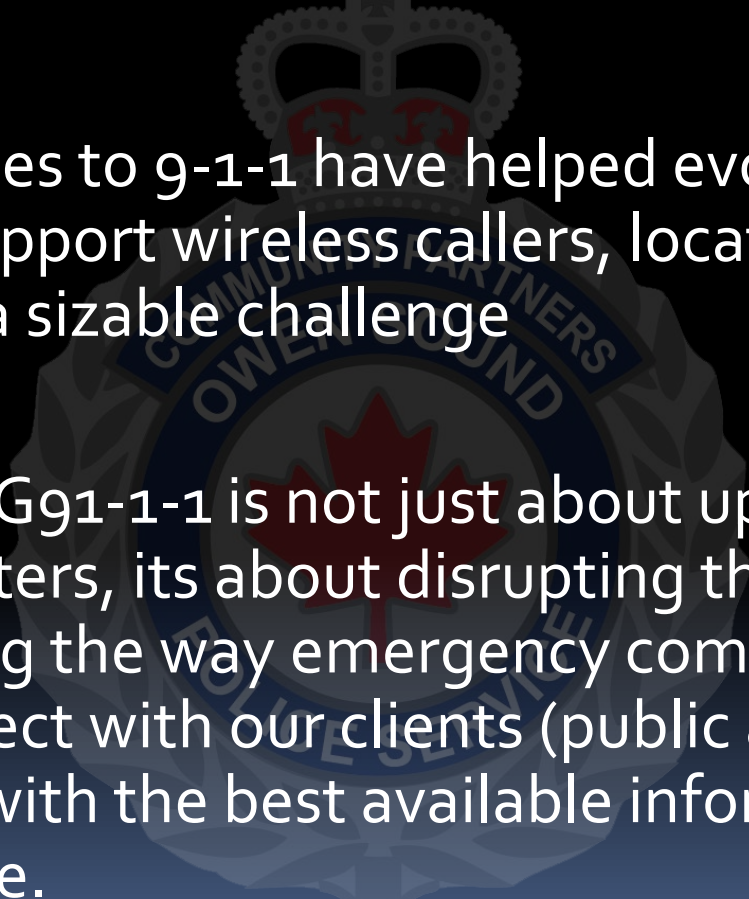
Send Msg Broadcast Print Search

OWENS EVENT STATUS

ALL EVENTS 14		PENDING 5	OWENS 4	SSPS 1	AYLMER 0	HANPS 2	DRYDEN 1	COBOURG 3	PHOPE 3	FIRE 0	COUNTY 0		
S	P	Agency	Beat	Location	Event Type	Event #	Time	Event Sub	Held For	Create Term	Dgroup	Zone	Ov
P	-	COBOURG	COB		ASSIST	CB19001603	0:40	ROUTINE		disp935	DSP1	0..	
A	-	COBOURG	COB		THEFT	CB19001605	0:25	ROUTINE		disp935	DSP1	0..	
P	-	COBOURG	COB		TRAFENF	CB19001602	1:50			disp934	DSP1	0..	
A	-	DRYP	DryP-Z1		ESCORT	DR19001522	4:18	IN_PROG		disp934	DSP2	0..	
P	-	HANPS	HA		911CALL	HA19000714	0:52	UNKNOWN		disp934	DSP4	0..	
A	-	HANPS	HA		WARRANTS	HA19000715	0:48	IN_PROG		disp932	DSP4	0..	
A	-	OWENS	ALL		DANGER	OW19003065	0:42	URGENT		disp935	DSP1	0..	
A	-	OWENS	ALL		DOMESTIC	OW19003067	0:14	IN_PROG		disp934	DSP1	0..	
A	-	OWENS	ALL		FRAUD	OW19003061	1:38	ROUTINE		disp935	DSP1	0..	
P	-	OWENS	ALL		PREVR	OW19003066	0:28	ROUTINE		disp935	DSP1	0..	
A	-	PHOPE	POR		HARASS	PH19000889	0:48	ROUTINE		disp935	DSP1	0..	
P	-	PHOPE	POR		PROPERTY	PH19000891	0:08	FOUND		disp935	DSP1	0..	
A	-	PHOPE	POR		PROVIN	PH19000890	0:45	ROUTINE		disp935	DSP1	0..	
A	-	SSPS	3		TRAFENF	SS19001502	0:06			disp931	DSP2	0..	

OWENS UNITS STATUS

OWENS 6		SSPS 4	AYLMER 2	HANPS 5	DRYDEN 8	COBOURG 13	PHOPE 3											
POLICE 43		SCSTAX 18	OSFD 12	ITFD 26	BRUCEFD 27	GREYFD 25	COUNTY 4											
Info	Un Ag	Beat	Type	Unit	Pri Officer	St	Location	Event Type	OPTIC Info	Event #	Time	Veh ID	Pri Radio	Ev Ag	REC	Mdt	L	Ev
	OWENS	PAT	122	FROOK	AR			DANGER		OW19003065	0:25	60		OWENS	Fal...	00091005	V	C
	OWENS	TRAFF	124	MAHON	AV						0:49	53				00091000		
	OWENS	PAT	147	RAWN	OS			STATION			2:14	61						
	OWENS	D/CST	168	ROBERTSON	AR			FRAUD		OW19003061	0:09	65		OWENS	Fal...	00091004	V	C
	OWENS	PAT	181	HARRIS	AR			DOMESTIC		OW19003067	0:04	62	OS07	OWENS	Fal...	00091003	V	C
	OWENS	PAT	184	ATKEN	AR			DOMESTIC		OW19003067	0:07	63		OWENS	Fal...	00091001	V	C
	SSPS	PAT	33	PRIVEAU	AR			TRAFENF		SS19001502	0:06	21		SSPS	Fal...		V	C
	SSPS	2	PAT	41	LUSCOMBE	AV					3:55	24						
	SSPS	3	PAT	48	TUTIN	OS		STATION			1:41	22						
	SSPS	PAT	5	CULLERGER	OS			STATION			5:42							
	HANPS	PAT	5106	BOYKO	AR			WARRANTS		HA19000715	0:29	14-1		HANPS	Fal...		V	C
	HANPS	PAT	5127	HEBBLETHWAITE	OS			STATION			0:29	18-1						
	HANPS	S/CST	5137	MONKMAN	AR			WARRANTS		HA19000715	0:37			HANPS	Fal...		V	C
	OWENS	SP/CST	520	Kirkpatrick	OS			COURT			2:37							
	WGPS	NORM	CSO	5423	SCHUMACHER	AV					6:31	10-WG						
	WGPS	BENT	PAT	5448	SANDERSON	AV					0:22	8-WG						

- 
- The evolution of emergency calling beyond the traditional voice 911 calls has caused the recognition that our current Eg11 system is no longer able to support the needs of the future
  - While upgrades to 9-1-1 have helped evolve basic 9-1-1 services to support wireless callers, location accuracy still remains a sizable challenge
  - Promise of NG91-1-1 is not just about updating current 9-1-1 call centers, its about disrupting the paradigm and rethinking the way emergency communication centres connect with our clients (public and responders) with the best available information and tools available.

- [CRTC Video for NG911](#)



## PSAP Timelines for NG911 Readiness

The following list is a high-level summary actions PSAPs should consider, to deploy NG9-1-1 capabilities as they become available.

**BY DECEMBER 31**

# 2018

- Develop a strategic roadmap & technology plan specific to your PSAP
- Assign resources to participate in ESWG working groups\*
- Identify and plan procurements
- Develop change & learning management programs
- Identify funding sources and establish a funding reserve
- Develop NG9-1-1 governance
- Develop cybersecurity strategy
- Prepare for network upgrades as described in in ESWG Task ESTF0083 (TIF 83 - Q2 2018)

- Have NENA i3 IP Phone system in place
- Connect to ESInet for NG9-1-1 Voice
- Plan for implementing RTT capabilities
- Implement middleware systems to share data between systems

**BY JUNE 30**

# 2020

**BY DECEMBER 31**

# 2020

- RTT capabilities in place, along with supporting systems and processes
- Mechanism to push data to responders
- Implement advanced analytics/Artificial Intelligence capabilities
- Investigate/implement Virtual Customer Assistants for text sessions

- Migrate off legacy systems
- Maintain strategic technology plans
- Adopt emerging technologies as they become available

**BY JUNE 30**

# 2023

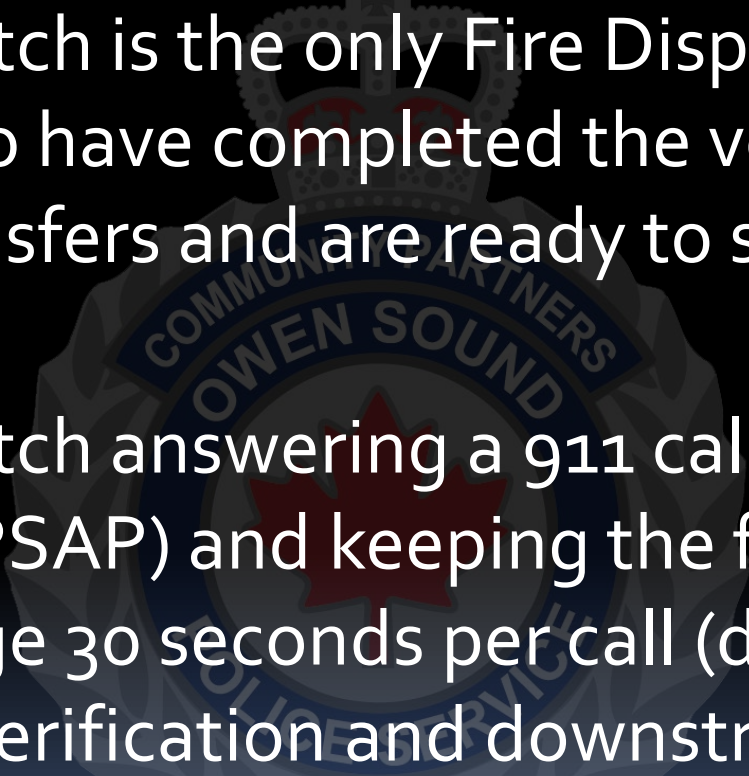
\*The importance of every PSAP participating in the Emergency Services Working Group (ESWG) of the CRTC cannot be overstated. This group is composed of PSAP representatives, Telecommunications Service Providers (TSPs) and industry specialists. The working group addresses issues relating to the provisioning of 9-1-1 services and includes the technical and operational implementation of 9-1-1 services as assigned by the CRTC, or as requested by stakeholders. The ESWG provides PSAP members with an opportunity to collaborate on issues, participate in trials of new capabilities and influence the shape of telecommunications policy for 9-1-1.



# NG911 Challenges

- Current 9-1-1 telephone network is not designed to handle data, nor to receive and analyze the vast amount of information available in the current consumer space
- Network infrastructure and security by the dispatch service - IT staffing and training
- Access and storage of video files, issues surrounding who will have access to it, when, how will it be stored, where will it be stored, disclosure, personnel etc.



- 
- OS Dispatch is the only Fire Dispatch in all of Canada to have completed the voice trials/transfers and are ready to switch to NG911
  - OS Dispatch answering a 911 call (As the Primary PSAP) and keeping the firecall saves on average 30 seconds per call (duplication of address verification and downstreaming)



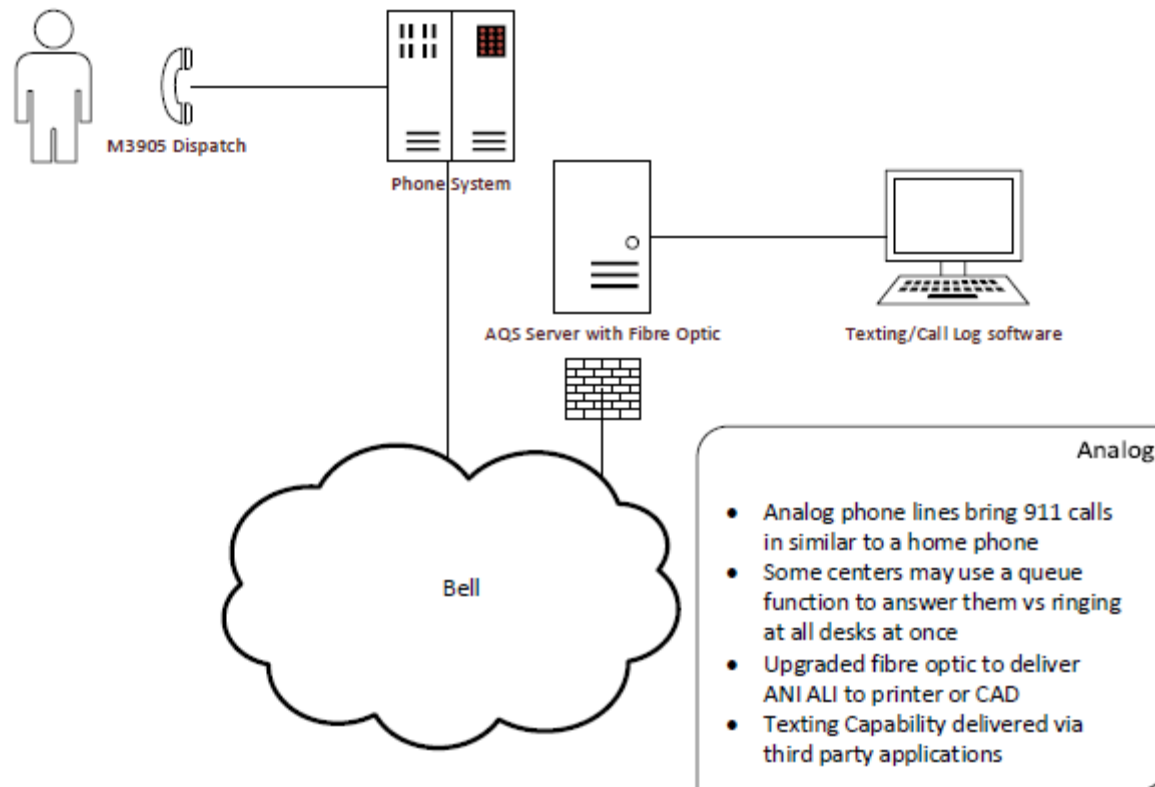
# NG911 - What's Required?

- Most phone systems will be need replacement to natively handle IP voice vs older digital technologies
- NG911 Middleware (Software) handles voice coming from Bell and directs it to the dispatch phone system as well as maintains call records and reporting functions.
- Call Recorders capable of recording NG911 format audio from dispatch desks

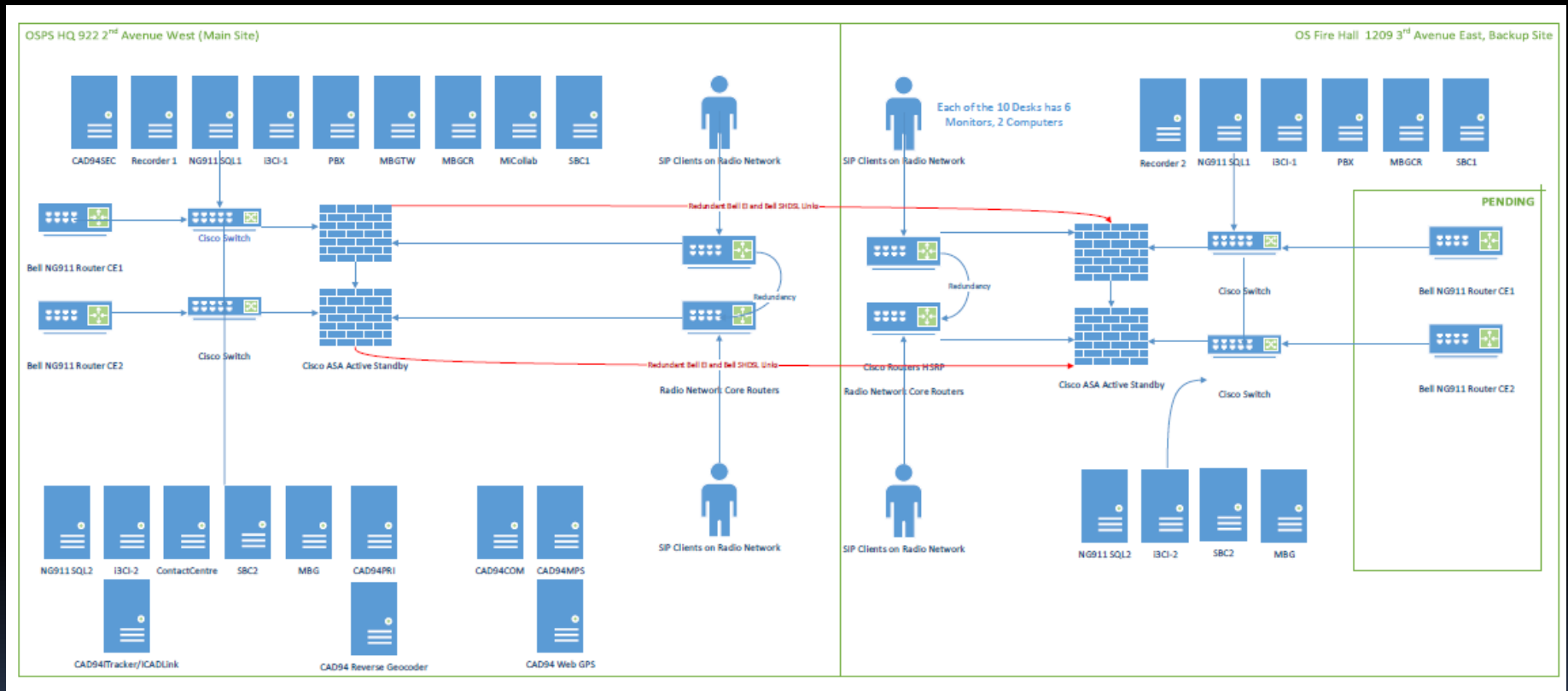
# NG911 - What's Required?

- Active and Alternate dispatch locations (no longer Primary and Secondary)
- Full features/redundancies same as main site
- Requires identical infrastructure at both locations (40 servers including NG911 software, call recorders, etc, phone systems)
- Phone systems to be linked and seamless between locations (monthly fees plus initial setup)

## Enhanced 911 (2010)



# NG911 (2020-)

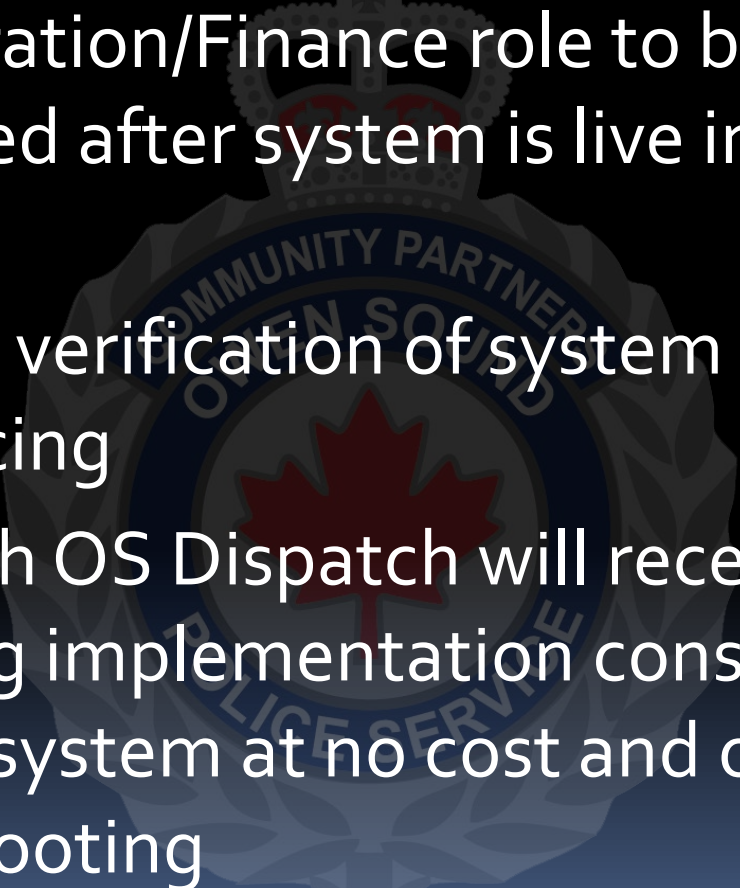


# NG911 (2020-)

- E911 requires 2 or even just 1 server(s) (primary psap or secondary psap) and a basic copper phone system compatible with the past 20-30 years
- Bell only provides connectivity to the premises, all requirements are on the dispatch centre to integrate, train, staff and provide services as well as hardware and software
- Ontario is one of the only provinces in Canada that do not pass 911 fees from phones on a monthly basis to psaps or dispatch centres to provide cost recovery for 911/NG911
- NG911 currently requires 50 servers and network devices to be managed and monitored 24/7
- Cost for onboarding approximately \$500, 000 capital and \$90, 000 annually for maintenance costs (Enhanced call recorders for voice/video, Bell circuits, software and hardware support for NG911 providers)

# County Radio System

- OS Dispatch provided consultations from the beginning of radio issues with no cost to fire departments
- Developed a paging and county radio talk system to Grey County Fire Departments to fulfill safety and performance requirements
- Is managing the project until go-live at no cost to the County or the County Fire Departments

- 
- Administration/Finance role to be determined after system is live in 12-18 months
  - Role is for verification of system reliability and invoicing
  - Those with OS Dispatch will receive continuing implementation consultation of the radio system at no cost and ongoing troubleshooting

**Owen Sound Emergency Communications Centre**



**Owen Sound Police Service**

**518-376-1234**

**Chief Craig Ambrose**

**Fire Dispatch Services**



## **Executive Summary**

The Owen Sound Emergency Communications Centre is proposing a complete fire communications/dispatch solution to the Southgate Fire Department. Highly trained communicators backed by the latest technologies and extreme reliability are the cornerstones of our communications offerings.

Under NFPA-1221 7.3.1, 2 communicators must be present in the dispatch centre at all times (with a minimum of 2 consoles at both primary and backup locations). Our dispatch centres have a combined 10 desks fully capable of 911/NG911 and radio communications. Dedicated switchboard staff handle routine inquiries for non-emergencies and callouts for your organization while dispatchers handle 911 and radio communications. This provides up to 4 trained fire communicators and the supervisor in a large incident such as a structure fire. Each desk is fully capable of all phone and radio communications.

Currently our communications centre maintains radio dispatch for areas including most of Grey and Bruce Counties as well as the North Huron Fire Department. The OSECC has the capabilities of coordinating mutual and automatic aid requests in both directions in an expedient manner.

All 911 calls in Grey and Bruce first enter the OSECC, regardless of fire, police or ambulance. Continuing the calls in our communications centre saves approximately 30 seconds per call by preventing duplication of address verifications and elimination of down streaming.

The Southgate Fire Department would gain access to the latest technologies including NextGen 911. The OSECC is one of the first in Canada to successfully purchase, configure and operate these systems in voice trials. Your organization would automatically gain this capability as soon as Bell Canada enables the features nationwide early next year. Many organizations will not be implementing this critical feature until at least 2023.

The communications solution would also include call-outs to other services such as gas, hydro and ambulance/police.

Modern smartphone app and email updates are provided via the communications centre as they are entered into the Computer Aided Dispatch system.

At the end of your incident, a complete output will be sent to compatible systems (such as FirePro) with chronology of the call directly into your electronic records management systems.

Radio communications and paging are accomplished via a radio tower overlooking Southgate Fire Department's coverage areas. The OSECC maintains a GIS unit responsible for regularly updating dispatch maps to reflect boundary changes, hydrant location/flow rate, road changes and more. This is compatible with county and municipal data (ESRI compliant).

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## COMPANY PROFILE & EXPERIENCE

The Owen Sound Emergency Communications Centre/Owen Sound Police Service has reviewed the requirements to provide fire dispatch communication service to the Southgate Fire Department and is well qualified technically and operationally to meet and exceed the needs of your community.

The Owen Sound Emergency Communications Centre (OSECC), as part of the Owen Sound Police Service, has over 100 employees. Within the Communications Branch we currently employ 20 communicators, 2 switchboard operators, 2 IT/radio technicians, and a Director of Corporate Services that oversees the supervision and management of the Centre, and all of these members will be assigned to process Southgate Fire Department call taking and dispatch services. During an active call for service for the Southgate Fire Department there will be a primary Communicator (Telecommunicator), with additional resources assigned for tracking and assisting with secondary communications such as police, ambulance, hydro, gas notifications, etc.

We have been providing professional radio communications to emergency services for over 30 years throughout the Province of Ontario. In 2012, twenty-three (23) fire departments transferred their communications to the OSECC for their fire dispatch communications needs. The OSECC continues to be the Central Emergency Response Bureau (CERB) for Grey and Bruce Counties as well as three other municipalities in the province.

We currently provide communications services to one full-time fire department, Owen Sound Fire and Emergency Services. Owen Sound's population is currently 22,000 with an estimated daily population that exceeds 40,000. In 2019 Owen Sound Fire and Emergency Services responded to in excess of 1,000 calls for service. We provide fire dispatch services to the Inter-Township Fire Department, North Bruce Peninsula Fire Department (2 stations), Chatsworth Fire Department, Meaford Fire Department, Grey Highlands Fire Department (2 stations), West Grey Fire Department (3 stations), Southgate Fire Department, Chippewas of Nawash Fire Department, Arran-Tara Fire Department, South Bruce Fire Department (2 stations), Arran-Elderslie Fire Department (2 stations), Saugeen Shores Fire Department (2 stations), Saugeen First Nations Fire Department, South Bruce Peninsula Fire Department (2 stations) and North Huron Fire Department (2 stations). These fire departments listed above are volunteer fire departments that combined have over 1,300 calls for service.

### b) Relevant Examples

2019	Population	Suppression	Rescue	Medical
Owen Sound Fire	22,000	90	97	801
Inter-township Fire	15,000	59	48	143
North Huron Fire	5,000	46	22	108
Bruce County Fire Depts	37,000	88	175	346
Grey County Fire Depts	33,500	117	156	496

Calls are then further broken down to subtypes which are listed here:

Agency	Priority	Call Type
BRUCE	9	VOIP_TRANSFER
BRUCE	1	ALARM_CO
BRUCE	1	ALARM_FIRE
BRUCE	1	ALARM_SMOKE
BRUCE	1	AMB_EXTRACATION
BRUCE	1	EMS_MED_RESPONSE
BRUCE	1	EXPLOSION
BRUCE	1	FIRE_DUMPSTER
BRUCE	1	FIRE_GRASS_BRUSH
BRUCE	1	FIRE_OTHER
BRUCE	1	FIRE_RUBBISH
BRUCE	1	FIRE_STRUCTURAL
BRUCE	1	FIRE_UNKNOWN
BRUCE	1	FIRE_VEHICLE
BRUCE	1	MVA_AMB_ASSIST
BRUCE	1	MVA_FLUID_LEAK
BRUCE	1	MVA_OTHER
BRUCE	1	PUB_HAZ_BOMB
BRUCE	1	PUB_HAZ_GAS
BRUCE	1	PUB_HAZ_OTHER
BRUCE	1	PUB_HAZ_P-LINE
BRUCE	1	PUB_HAZARD_PIPES
BRUCE	1	PUB_HAZARD_SPILL
BRUCE	1	RESCUE_COMMERCIAL_INDUSTRIAL
BRUCE	1	RESCUE_COLLAPSE
BRUCE	1	RESCUE_ELEVATOR
BRUCE	1	RESCUE_OTHER
BRUCE	1	RESCUE_RES
BRUCE	1	RESCUE_WATER_ICE
BRUCE	1	SMOKE_SIGHT_OF
BRUCE	2	ASSIST_OTHER
BRUCE	2	FIRE_BURN_COMPLT
BRUCE	4	ALARM_TEST
BRUCE	4	AUTH_FD_ACTIVITY
BRUCE	4	PUBLIC_SERVICE
BRUCE	4	SMOKE_ALARM_FOLLOW_UP
BRUCE	4	TRAINING
BRUCE	9	AUTH_OPEN_BURN
BRUCE	9	TEST

Overall emergency call answering percentages:

	<b>Emergency Alarms Answered in 15 Seconds</b>	<b>Emergency Alarms Answered in 40 Seconds</b>
2017	96.83%	100%
2018	97.80%	100%
2019	98.75%	100%
	<b>Emergency Call Process in 60 Seconds</b>	<b>Emergency Call Processing in 90 Seconds</b>
2017	85.9%	92.4%
2018	86.5%	92.5%
2019	87.7%	92.6%

## **2) COMPLIANCE OF NFPA STANDARDS**

### **1) Level of Compliance with NFPA 1061**

NFPA 1061 standards outline the minimum job performance requirements (JPRs) for service as Public Safety Telecommunications Personnel and positions within a Public Safety Communications Center.

The OSECC currently managed by the Director of Corporate Services who holds the position of Public Safety Communications Manager/Director, Quality Assurance Coordinator and Communications Supervisor. When the Director of Corporate Services is not on duty the Sergeant on Duty provides oversight in the Communications Centre. The OSECC has 2 Public Safety 2 Training Coordinators and 4 Public Safety Training Officers – one assigned to each platoon. All of our Communications would be classed as Telecommunicators 1 and II in accordance with NFPA 1061 definitions. Training for Incident/Tactical Telecommunicator is expected to start this year and it is planned for 2 Telecommunicators to receive their training this year and 2 Telecommunicators to be trained in 2021 to have one identified Incident/Tactical Telecommunicator assigned to each platoon.

All OSECC Communicators are required to complete the APCO Fire Service Communications course within 12 months of hire and must pass the course with an 80% or higher. The course topics include: Fire Service Apparatus and Terminology, Fire Service Communications Overview, Fire Service Call Processing, Fire Dispatch Procedures, Fire Service Incidents, National Incident Management System and Incident Command System, Hazardous Material Incidents, Terrorism Incidents. There are only 2 remaining that require the APCO Fire Communications course and it is expected that they will participate in the next course offer online

The OSECC Communicators are required to complete two separate training components upon hire. The first component of training focuses on basic call taking/processing requirements to ensure ability to receive and process any requests for public safety services using verbal and nonverbal communication, application of listening skills, ability to control the conversation with questioning and active listening skills, basic comprehension and problem solving skills to be

able to interpret and condense information to effectively communicate nature of emergency and response required, ability to map and chart readings given often limited/incorrect information on location of emergency, boundaries and agency jurisdictions and training utilizing our Computer Aided Dispatch (CAD) product to effectively record information such as incident categories, priority levels, identify potential threats, risks and hazards

The second training component consists of skills required to become a Telecommunicator that would be able to disseminate requests for service by relaying instructions, information and directions for service response given policies, procedures, guidelines and protocols with adequate and effective communication utilizing voice control, verbal skills and basic computer skills involving a radio system. Ability to manage information from multiple sources, monitor public safety radio systems, monitoring alarm systems, including maintaining and updating unit status, available resources, specialized equipment and tools, understand procedures for allocation or assignment of resources requesting mutual aid/automatic aid, radio training protocols in accordance with rules and regulations governing wireless communications including codes, incident management system and their roles and gathering supplemental information and accessing other resource material as required (ie/ Emergency Management Plans, Hazardous Materials database, etc). Understand and ability to activate the public safety communication centre emergency action plan, given internal emergency and agency policies, procedures and guidelines and protocols.

Training utilizes multimedia training resources, collaborative learning environment, mentorship and on the job training. A new hire is not permitted to work on their own until they demonstrated all the core skillsets outlined in their Daily Observation Reports that align with the APCO Minimum Training Standards for Public Safety Communicators.

In-House training sessions/recurrent training is organized twice a year and fire training officers are utilized to present a session to educate communications personnel about how their fire department or specialized teams work. Some of the topics covered thus far have been mutual aid vs automatic aid, hazardous materials response, how each of their specialized teams respond, etc).

Other APCO Courses that have been taken by OSECC communicators include but not limited to: Public Safety Telecommunicator, Law Enforcement Telecommunicator, Crisis Communications, Communications Supervisor, Active Shooter Incidents for Public Safety Communicator, Crisis Negotiations for Telecommunicators, Surviving Street, Public Safety Staffing and Employee Retention, and Comprehensive Quality.

The Director of Corporate Services, Director of IT, the Chief of Police, and two Inspectors are all trained in the National Incident Management System.

The Communications Centre also participates in multi-jurisdictional Emergency Management training exercises every year

## **2) Level of Compliance with NFPA 1221**

NFPA 1221 outlines the standard for installation, maintenance and use of Emergency Services Communications Systems.

The OSECC maintains a complete alternate communications center as listed in METHODOLOGY, EQUIPMENT, WORKPLAN and SCHEDULE (Section C). This site is linked

to the primary dispatch site and has the additional capabilities of operating as an independent dispatch facility as per NFPA 1221-4.1.5.

The phone and radio systems at both locations were installed in 2020 are NG9-1-1 enabled and in compliance with NFPA 1221-4.1.4. This not only allows for quick changes and reliability, but it is also capable of handling large volumes of calls and new features as they become available.

Owen Sound Emergency Communications Centre (OSECC) has a high level of security, with all operational rooms using swipe-card security access to allow only authorized personnel to enter; the building also has camera monitoring and recording. This protects the location from damage as per NFPA 1221 4.6.1 and 4.6.2.

Liebert air handlers with heating, cooling, humidifying and dehumidifying are available in dispatch and dispatch infrastructure rooms providing optimal environment for mission-critical systems and personnel. Backup units in the building provide a redundant source to allow for maintenance. As per NFPA 1221-4.4.1.7.

A large Cummins diesel generator provides power backup for mission-critical equipment and much of the police station. It has a capacity to run approximately 10 days of constant use without refuelling, and starts within 10 seconds of a power outage as per NFPA 70, Article 701 and NFPA 1221-4.7.3.1.

Building Wide UPS (Backup battery power) powers all dispatch components with constant battery treated power. This prevents any downtime and loss of data. The generated listed above feeds into this system. A similar system is in use at the alternate communications center. These items are tested weekly and serviced quarterly.

Fully trained and qualified telecommunicators, some with over 20 years experience, provide professional fire dispatching services. The Computer Aided Dispatching (CAD) system contains evacuation plans, detailed maps, and contact information for key-holders/fan-outs in the event of an emergency. High risk areas will be flagged via GIS mapping and by CAD comments and flags as per NFPA 1221-7.2.3.

OSECC maintains six desks at the primary dispatch location and four at the alternate. A separate switchboard room functions for administrative calls in the communication centre.

Personnel may be called in to ensure adequate and effective coverage during major events to allow for continued dedicated communicators for an event. There are no subcontractors of this service, all members are trained OSECC staff as per NFPA 1221-7.3.2.

CAD systems at the Owen Sound Emergency Communications Centre run on redundant servers. There are 10 workstations available in the communications centre and are independent of each other.

Systems are monitored constantly for any faults or alerts. Upgrades of servers are completed on a monthly schedule. Support contracts are in place for all dispatch items with 2 on-site technicians as per NFPA 1221-10.8.1.

Recording systems allow for instant playback for telecommunicators on both the radio console and on the computer. Individual dispatch positions and each radio channel are separated allowing for precise replay. Please see Appendix E for call recorder brochure.

The OSECC has recently purchased QA software via the Eventide recorder combined with Standard Operating Procedures being added to Computer Aided Dispatch to streamline call-taking and expedite workflows for fire dispatching.

## **METHODOLOGY, EQUIPMENT, WORK PLAN AND SCHEDULE:**

### **a) Call handling:**

The OSECC is the CERB for Grey and Bruce Counties, the Municipalities of Cobourg, Port Hope and Dryden. The processing of incidents begins with the mechanism by which the incident is received – telephone, in person, radio, text to 9-1-1, automated data (alarms). The primary piece of information to be obtained for all call processing is the exact location of the emergency, including information such as (but not limited to) structure numerical addresses, street names and cross streets, intersections, direction identifiers and highway markers and if that information is not known landmarks, or estimated proximity to landmarks. Through maintaining control of the conversation calmly and professionally the telecommunications determine the nature of the incident/emergency, the incident type, and information about involved parties, others involved/on scene, any hazards or public safety concerns and create an event through Computer-Aided Dispatch (CAD) system. It is imperative that the communication is kept brief and to the point by following the ABC's of dispatching: "A" Accuracy, "B" Brevity, "C" Clarity. Provide professionalism and empathy always: use appropriate tone, and manner of speech, show interest in the conversation, take charge of the conversation, when appropriate, remaining professional always, explain holds, pauses and delays, never leave the caller thinking that their emergency is not being dealt with, explain referrals of a call, never argue with a caller, and end the call politely.

During the call, Computer Aided Dispatch is utilized to combine the geographical location, the details of the incident from the caller and any notations recorded in the CAD system to assign a priority level/alarm level based on call type which can be further refined. Please see appendices for sample CAD alarms and priorities.

When 9-1-1 is utilized information is delivered directly to their event/monitors through Bell AQSPlusP which allows them to receive ANI/ALI data and updated location information while talking to the 9-1-1 caller.

If there is a problem/error with the address/subscriber information that is delivered there is a process in place to notify the subscribers (if cell) or Bell 9-1-1 (landline). All systems in the Communications Centre have an alert email that is delivered to the IT Director, Director of Corporate Services and IT Technician. The Alerts are immediately reviewed, diagnosed and repaired. If the alert is identified to be a problem with the Bell 9-1-1 lines then Bell S-M-C is notified and Contingency Plan activated.

If the 9-1-1 call classification indicates that the caller is deaf, hard of hearing, hearing or speech impaired the telecommunicator will communicate with the caller utilizing a TTY machine or text to 9-1-1 with a registered phone. All information obtained through communication utilizing TTY or Text with 9-1-1 is captured within the CAD event and relayed to the first responders.

Refer to Appendix A for a copy of the Training Guideline for Emergency Call Processing – Guiding Questions



The OSECC is committed to being a continual leader in public safety communications. With the introduction of the NG9-1-1 project, OSECC staff have been developing a modernization plan to deliver Next Generation 911 services and features to all residents.

#### **b) Existing equipment and technical advancements**

With CRTC decision 2017-182, the OSECC has committed to upgrading its systems to continue being a leader in public safety communications. Some of the recent upgrades include:

- New (10) Dispatch positions including radio, phone and CAD (February 2020)
- Hexagon I/Telecommunicator 9.4 (March 2020)
- Hexagon I/CADLink 9.4 (Fire integration to FirePro, FDM, FireHouse) (March 2020)
- Hexagon I/Tracker 9.4 (GPS integration) (March 2020)
- Hexagon Mobile Public Safety 9.4 (March 2020)
- Telex Radio Console 7.6 (January 2020)
- Eventide Redundant Call Recorders (Audio and Screen Recording) (February 2020)
- Eventide Quality Assurance Module (February 2020)
- Komutel NG9-1-1 platform (January 2020)
- Mitel NG9-1-1 phone system (October 2019)
- Mapping Servers (2019) comprised of ESRI ArcGIS/Hexagon Public Safety mapping tools for creating and updating maps in-house at the OSECC for Dispatch (hydrant locations, new sub-divisions, etc)

These systems are backed by regularly maintained and updated network and server infrastructure comprised of Dell servers (all have redundant power supplies on building wide Uninterrupted Power) and redundant Cisco networking components.

The phone system is redundant in that systems and dispatch consoles are located at both the Primary and Backup communicator locations. These systems are connected. In the event of a disaster they have the capability to become independent systems if required with independent NG9-1-1 feeds and radio functionality.

OSECC is currently investigating the HEXAGON Mobile Responder product that offers the capability of interaction in live CAD environment with compatible smart phones separate from existing Who'sResponding/IAMResponding/E-Dispatches functionality.

**Currently, the OSECC is one of only a handful of public safety agencies at time of writing that have completed NG9-1-1 call transfers. These trials will ensure full compatibility and performance when the system is available early 2021. Compliance to the NG9-1-1 standard is required by 2023, the OSECC will be ready at launch.**

Upgrades and features include new NG9-1-1 middleware platform, call recorders with screen recording capabilities and a new phone system capable of handling multimedia NG9-1-1 calls

#### **c) Alternative Communications Facility**

The Owen Sound Fire & Emergency Services fire hall, geographically located on the opposite side of the City from the OSECC, contains an alternate communication centre capable of performing the emergency functions at exactly the same level as at the primary communications centre should there be a need to evacuate the primary centre.

A dedicated room has secured door access for OSECC personnel only. The site features full radio redundancy and 9-1-1 lines with complete CAD terminals, encrypted workstations, radio consoles and phones (also NG9-1-1 compliant) with an additional phone and terminal for a switchboard operator to handle 9-1-1/administrative lines in an emergency situation. Phone and radio systems are linked to the primary site and have the capability of operating independently in the event of a disaster.

These systems are monitored 24/7 and tested monthly with phone and radio. This location also has a battery backup system and automatic generator. The OSECC maintains spare equipment at the primary site and our current communications provider is available 24/7 should additional equipment be required. We currently keep the following spare equipment (but not limited to): phones and accessories, radio adapters, radios, antennas and other dispatch related equipment including networking components.

The OSECC maintains two full-time IT personnel in addition to on-call assistance from all our communications providers. These personnel are responsible for 24/7 up-time of all dispatch services at both the primary and alternate communications centre.

In the event of an outage or damage to equipment, appropriate qualified personnel would be immediately dispatched to repair/replace the equipment as soon as possible. Equipment to be installed for Southgate would include redundant systems capable of dispatching in a prolonged event such as phone line cut/lightening strike or other failure.

A comprehensive emergency management plan/disaster recovery plan is in place for the purpose of re-establishing the primary communications centre as soon as possible after a failure

#### **d) Record Keeping**

Voice systems are logged via new (2020) multi-function recorders (Eventide). These recorders possess the capability to record and archive large amounts of audio and multimedia content to comply with any policies. Audio is kept in a secure encrypted manner both at rest and in transit to a client. This recorder provides an encrypted self-contained player file which contains both the player application (password protected) with all multimedia content associated with the incident (audio, any graphics, annotations, etc).

Data records such as 911 logs and CAD information are made available through a similar method and are retained as per policy requirements with the Southgate Fire Department for duration (7 years).

A request can be submitted by email, by phone or by our secure web portal 24 hours a day. The request will be processed within 1 business day (Monday to Friday), or sooner in the case of an emergency (On-call technician or a Supervisor). Exports can be emailed (encrypted player) or downloaded via secure web portal.

All dispatch screens (5-6 per desk of phone, radio and CAD) are also recorded for quality assurance purposes and accessible by Communications Supervisors, trainers and technical staff.

Unless the information that is being requested is available publicly, a person wishing to make an FOI request would be required to submit a request in writing to the Southgate Fire Department,

Clerks Department and submit a \$5.00 processing fee. An institution has 30 calendar days in which to respond to a request unless the institution requests an extension beyond the initial 30 days. An extension can be requested if: request is for large number of records or requires a search through large number of records and the original time limit would unreasonably interfere with operations of an institution; external consultation is necessary and cannot reasonably be expected to be completed within original time limit; or, notice to 3<sup>rd</sup> party required to advise them that their information is subject to a request.

If an extension is required notification is to be sent to the requestor and a new due date determined based on the type of extension required.

#### **e) Data regarding apparatus running orders**

If the Southgate Fire Department provided the OSECC with data regarding apparatus running orders the OSECC would provide the information to the telecommunicators through Standard Operating Procedure. The procedure would be added to their CAD database and would be accessed immediately through their CAD software whenever a call was required to be dispatched to the Southgate Fire Department. The information/procedure would be outlined initially in-house training, followed up by email, sign off by the telecommunicators and development of Standard Operating Procedure.

#### **f) Communications plan – radio, pages, texting, & email capabilities**

The OSECC maintains documented resources for a wide variety of functionality to enhance fire communications.

Direct integration to providers such as WhosResponding, IAmResponding and EDispatches allow for Computer Aided Dispatch content to be sent to smartphone apps or text message.

Those using a smartphone app will receive continual updates of all CAD information as it happens including all comments entered in the dispatch system. A simplified version is also generated for those with text only capabilities providing the most essential call data (address, type of call, caller name, cross streets, etc).

Emails of automatic or mutual aid requests can be sent to a co-ordinator group or other parties automatically by our Computer Aided Dispatch system.

After each call, the entire CAD chronology with system comments is able to be downloaded into FirePro, FDM or FireHouse via our data repository. An email summary can also be sent to designated locations at the conclusion of a call.

Hexagon Mobile Public Safety offers the capability of interaction in the live CAD environment with a compatible Windows tablet or laptop. This software allows for viewing of live incidents (parallel to WhosResponding/IAmResponding/EDispatches) but also the ability to see enhanced data such as hydrant locations/categories. Firefighters gain the functionality of instantly updating their dispatch status.

All apparatus capable of GPS protocols and cell connectivity also have their systems tracked by Dispatch and a self administration portal can be access for self-reporting/auditing by Southgate Fire command staff 24 hours a day.

The OSECC will integrate via C-Soft v7.6 consoles to the dispatch tower. The OSECC is also compatible with newer systems such as DMR/TRBO and NXDN if the Town chooses to upgrade in the future to digital technologies.

Some of the features that the OSECC is compatible with include:

- Digital/Analog/Mixed Mode
- Radio Check
- Radio Inhibit
- Radio Un-inhibit
- Status Request
- Call Alert
- Radio Monitor
- Private Call
- Group Call
- Pre-Programmed Text Message
- Emergency Acknowledgement

#### **g) Radio Repair Technician**

OSECC employs two full-time radio technicians in-house for installing, maintaining and upgrading radio and related infrastructure. These technicians have training in: Antenna and cable installation, electronics repair, system programming and Radio Frequency theory. These technicians are also responsible for maintaining the NG9-1-1 phone system and related call recorders serving a population of 300, 000 residents.

In December of 2019 the OSECC was selected to be the systems administrator and co-ordinator of the Grey County Public Safety countywide radio system. This system is designed to replace existing infrastructure in the county for all fire services to resolve a number of performance and safety issues.

All OSECC staff have undergone annual enhanced criminal record background checks and have a valid Class G driver's licence

#### **h) Training Proposal**

Training development, coordination and implementation will be done based on the Standard Operating Guidelines and Procedures currently in place with the Southgate Fire Department.

Training will consist of a review of the Call Taking and Radio SOG's, along with Mutual Aid and Automatic Aid Agreements. Communicators will be made aware of any response plans, location of public safety service building, all apparatus and equipment, special addresses, GIS information and Emergency Planning documents, benchmarks and timelines, radio channels and/or talk groups, written directives specific to the Southgate Fire Department.

The communicators will be provided with the information regarding the Southgate Fire Departments structure and chain of command, and their role in National Incident Management System (NIMS), and Incident Command System (ICS). Lesson Plans will be developed in coordination with the Southgate Fire Department.

Training will also consist of a review of professional publications that identify regulations, recommendations or mandates with public safety communications industry (APCO standards, National Response Framework, etc).

The communicators currently complete a minimum of 24 hours of continuing education or recurrent training consistently of Fire Specific scenarios through online software licence.

The communicators will be provided training on the radio and network connectivity and be provided a document to assist them in the ability to troubleshoot any problem.

### **See Appendix B for Template Standard Operating Guideline for Call Handling**

#### **i) Quality Assurance Program**

The OSECC conducts quality assurance (QA) reviews based on a random sampling of 9-1-1 communication center calls that are reviewed on a recurring basis and all incidents involving a catastrophic loss. QA personnel will listen to audio from a variety of incident types for each communicator to provide a reasonable indication of each Communicator's ability. Audio should be considered from different incidents, time of day, day of week and during different situations.

The program ensures that the Communications Centre's performance is consistent, accurate and of a predictable and measurable nature. The QA process will utilize benchmark standards from NFPA 1061 and the Ontario Fire Communicator Standard, to establish a measurable target. It will also use previous experience, statistical analysis and industry comparisons to establish baseline expected performances.

A minimum of 2% of total 911 calls per week shall be subject to QA review. A minimum of 10 QA reviews are completed per week when there is less than 72 emergency calls/day. A QA review is also completed of radio activity to determine adherence with CRTC standards as well as Standard Operating Procedures.

The intent of the QA review is to:

- Ensure that we consistently meet Customer Service expectations
- Ensure that we are processing requests for service in compliance with established baselines with a focus on achieving benchmark performance targets
- Acknowledge and celebrate service excellence
- Discover, build and implement best practices to better the operation of the communications centre
- Providing coaching point and determine any areas where further training may be helpful in improving performance.

CALL TAKING/TELEPHONE PERFORMANCE audits will consist of the following: answers the telephone quickly and correctly (within 10 seconds, 90% of the time), asks and verifies the location of the incident, obtains call back telephone number, determines problem/complaint and select/assigns the appropriate nature/response, accomplishes the above tasks quickly and

effectively (within 60 seconds, 90% of the time), obtains all pertinent information and makes updates accordingly, and keeping caller on the line when indicated, controls the conversation, explains actions, employees calming techniques, exhibits a professional demeanor and is courteous and tactful, demonstrates proper documentation of information in CAD, abides by the 9-1-1 Centre Standard Operating Procedures.

DISPATCHING/RADIO PERFORMANCE reviews will consist of the following (but not limited to): dispatches the appropriate police, fire, EMS or emergency management unit(s) within the prescribed timeframes, provides all pertinent information to responding units and relays updates accordingly, answers radio transmissions promptly, speaks clearly and concisely, listens attentively and understands each message, exhibits echoing technique and announces times with transmissions when appropriate, exhibits a timely response to request from field units, maintains professional demeanour, abides by applicable rules and regulations and the 9-1-1 Centre Standard Operating Procedures

**See Appendix C for an example of OSECC Communications Centre QA Form.**

Once the form is completed, the form will be emailed to the communicator to add any comments and return to Director of Corporate Services. If the audio is to be reviewed, that will be indicated on the form and at any time the communicator can request to hear the audio and review the QA outcomes with the Director of Corporate Services

Annually, upon request, the Director of Corporate Services will provide the Chief with a spreadsheet that includes the following information: category of incident reviewed, communicators name, a grading of: Met Standards or Did Not Meet Standards – Coaching required. The Chief may decide to meet with the call communicator.

The OSECC has multi-configurations of key performance indicators for call taking only, call taking and dispatch or single discipline (fire only/ police only) or multiple disciplines (police/fire), primary answering point and secondary answering point. Key Performance Indicators are analyzed utilizing CAD BI analytics and Microsoft Power BI tools. Internally help desk software tracks analytics and inventory.

Some of the conditional KPIs that are currently tracked include but are not limited to: % of 911 calls answered within X number of seconds, hours of the day, day of the week, busy hour, busy season, discipline, call source, class of service, priority levels, response times and event counts based on call type or priority. These are used to identify concerns relevant to daily operations, high call volume periods and staff analysis internally. Key Performance Indicators specific to the Fire Department will be identified and discussed with the Proponent and a timeline for delivery will be determined.

Review of call provided verbally by the Telecommunicator who is set to be relieved. Communicator who is reporting on duty, will review all CAD events for outstanding calls, benchmarks, apparatus locations/status

End of Shift Responsibilities are as follows:

- a) The outgoing telecommunicator must ensure that the incoming telecommunicator has been provided with a full overview of relevant information, which may include unit and incident status, current issues/resolves, equipment failures, and steps taken etc.

- b) Ensure that all incidents and related information has been captured in CAD/RMS accurately
- c) Ensure all completed incidents in CAD have been moved to RMS
- d) Ensure all records in RMS have been closed, as required.
- e) All confidential information has been cleared from workstation to ensure it is not accessible. All incident information is considered confidential in nature
- f) Log out of the following systems: CAD/RMS, Administrative computer
- g) Ensure all housekeeping responsibilities have been completed as required.

#### **j) New Directives**

When a new directive is introduced by the Southgate Fire Department for the telecommunicators, the process will be for the Fire Chief and/or designate to discuss/relay this information to the Director of Corporate Services/Training Coordinator and Training Officer. Training requirements and process/operational plan will be developed by the Training Officer with oversight by the Training Coordinator. Training can be handled in a number of different methods depending on the new directive and amount of training required including but not limited to: inhouse classroom training, video training, email and follow-up discussions with Director of Corporate Services or Training Officer, development of Standard Operator Procedures/Guidelines with relevant hot buttons assigned to the CAD program. Internal training database is kept by employee listing all the directives, SOP/SOGs, training, courses, etc taken with information such as (but not limited to) date taken, delivery method, type of training, read receipts and sign offs. Binders with hard copies of all directives, emails, SOP/SOG, policy/procedures, General Orders is kept, as well electronic copies and training resource material updated at all times.

#### **k) SOP/SOG Training**

The OSECC will work with the Southgate Fire Department to develop SOG/SOPs. Some of the suggested SOG/SOPs will be Control of Radio Traffic, Call Taking for Emergency and Non-Emergency Incidents, Dispatching for Emergency and Non-Emergency Incidents. An example of generic SOG template has been provided with this RFP.

#### **l) Staffing Levels**

The OSECC would assign a fire Telecommunicator to Southgate Fire, with backup radio communications being handled by the other telecommunicators in the Communications Centre. Day to day handling of 9-1-1 calls will be handled by the telecommunicators and the non-emergency call volume will be handled by the switchboard operators, leaving the fire Telecommunicator to dispatch fire department calls for service.

Call volume reviews will be conducted on a monthly basis, along with a review of hourly projections. Staffing levels will be evaluated and adjusted according to the data available through KPI, quality assurance reviews and data based on calls for service by day and time of time.

During multiple simultaneous fire emergency events and/or during severe weather systems (ie/ snowfall, high winds, flooding, etc) there may be times when the call volume within the fire dispatch centre is at a level that can not be managed by the current level of on-duty staffing. During extreme busy shifts the call volume (emergency and non-emergency) may increase substantially and require additional resources to better manage the high call volume.

Decision Criteria for Up-Staffing includes but not limited to:

- multiple major fire emergencies taking place simultaneously and are expected to continue for an extended period of time.
- Severe weather system that is forecast by Environment Canada for the Grey County and surrounding area (a forecasted weather event is planned to take place over an extended period of time and is not a short blast of a severe weather system)
- Severe weather storm system has unexpectedly created a community safety concern/issue and a public outcry for assistance is impacting call volume
- Call volume has reached a level where emergency calls can not be managed by the scheduled on-duty personnel
- The Fire Chief requests additional staffing resources within the communications centre

Non-emergency call volume such as burn permits, alarm company testing and non-emergency inquiries will be handled by the switchboard operators while they are on duty. Burn permits will be tracked in applicable software program and able to be retrieved as required.



## **FIRE SERVICE DISPATCH AGREEMENT**

THIS AGREEMENT made in triplicate this       day of       , 2020

### **BETWEEN:**

OWEN SOUND POLICE SERVICES BOARD

Hereinafter referred to as the "Board"

-and-

THE CORPORATION OF SOUTHGATE

Hereinafter referred to as the "Municipality"

**WHEREAS** the Board presently operates a twenty-four hour communications and dispatch centre for the purpose of providing service to emergency agencies.

**AND WHEREAS** the Board and the Municipality desire to enter into an agreement whereby the Municipality's fire service (hereinafter referred to as the "Fire Service") would be serviced by the Board's dispatch centre for answering and dispatching of the Fire Service for emergency purposes.

### **NOW THEREFORE THIS AGREEMENT WITNESSES THAT:**

1. All calls received by the Board's Dispatch Centre through 9-1-1 or other telecommunications means will be promptly acknowledged and dispatched and shall meet all legislative requirements.

2. The Board will page/dispatch the Fire Service at a level of service equal to or exceeding the standards of NFPA 1061 Standards, Best Practices and services as listed in Schedule "A" attached hereto.
3. The Board's dispatchers shall follow agreed upon protocols by the Fire Service when paging fire fighters for emergencies and for training activities.
4. The Police Services Board and the Fire Service will cooperatively develop and implement contingency plans for utilization in the event dispatch is unsuccessful after two attempts.
  - a) The Board will be responsible to install and maintain the necessary equipment as required in their contingency plan
  - b) The Fire Service will be responsible to install and maintain the necessary equipment as required in their contingency plan
5. The Board's dispatcher will, in the event of a failure to successfully dispatch firefighters to a reported emergency, initiate the contingency plan.
6. The Fire Service will provide the Board with "current" information regarding the Fire Service's office phone number, fax, mail address, emergency contact numbers required for staff required in activation of all contingency plans, registered Radio Call Sign and updated County generated 911 maps
7. Equipment related to the system and presently owned or hereafter acquired by the Board or Fire Service and installed in its buildings or vehicles or carried by its staff shall be properly maintained and kept in good working order at the expense of the party owning the equipment.
8. Any defect or condition that may cause a failure in this system shall be reported to the Chief of Police and/or designated alternate of the Owen Sound Police Service immediately.
9. The Municipality agrees to pay for the cost of any telephone lines required, long distance calls made on behalf of the Fire Service, costs incurred to the Board to provide any updated mapping within the service area of the Municipality's Fire Service during the term of this agreement, including travel and wages and any changes made to the coverage area whereby Bell Canada 9-1-1 or OSPS GIS mapping fees relative to emergency dispatch services. Such costs will become due and payable upon receipt of an invoice. The Municipality shall be notified in advance of any such cost being incurred.
10. If either party wishes to terminate its participation in this agreement, it may do so upon giving a minimum of eighteen (18) months prior written notice, subject to the other provisions in this Agreement. In the event that this Agreement is terminated, the effective date of termination shall be the end of that fiscal year after the year in which notice is given. For example, if either party wishes to terminate this Agreement on

December 31<sup>st</sup>, 2024, the party providing notice shall provide written notice of termination no later than June 30<sup>th</sup>, 2023. Subject to the other provisions of the Agreement, until the date when termination becomes effective, the parties shall remain responsible and liable for their obligations hereunder, including any fees determined to be liable pursuant to Section 11. Until the effective date of termination, this agreement shall continue in full force and effect.

11. The annual cost to the Municipality for the dispatch service as set out in Schedule "B" hereto attached. The fee for any part of a calendar year will be pro-rated on a monthly basis.
12. The Board agrees to provide the service covered by this agreement for the stated fee until December 31<sup>st</sup>, 2025 after which the parties involved will review the terms of the agreement and negotiate any revisions, additions or deletions in the terms of the agreement deemed appropriate by either party.
13. Billing for this service will be provided quarterly of each year, on March 31<sup>st</sup>, June 30<sup>th</sup>, September 30<sup>th</sup> and December 31<sup>st</sup>, and payable upon receipt of invoice by the Municipality.
14. In the event of termination of this agreement by either party, the Board shall retain all equipment purchased by it to perform services under the terms of this Agreement and the Municipality shall have no claim or entitlement to reimbursement for any part thereof. Capital equipment paid for by the municipality under paragraph 7 above shall be the property of the Municipality.
15. Copies of all records including voice records pertaining to the business of the Municipality and its Fire Service including but not limited to emergency response and training shall be provided to the Municipality upon termination of this agreement. With written agreement from the Municipality, the original records maintained on file by the Board shall be deemed to satisfy provision of copies. Currently Board by-law includes retention of audio for 6 months minimum (being updated to 2 years). Computer Aided Dispatch information shall be retained for 2 years minimum.
16. The Board will, during the term of this agreement, exercise due diligence in providing the agreed upon level of service and operation of the service.
17. The Board will ensure that designated members will obtain training in fire communications via Fire Services and through other approved training providers to provide in-service dispatcher training to all dispatchers. This will include the APCO Fire Service Communications Course. All new dispatcher hires will complete this training within 1 calendar year. The Board shall ensure that a minimum of 1 APCO Fire Service Communications Course be on staff at all times. Failure by the Board of 1 member per platoon to be trained in APCO Fire Services Communications will negate the yearly increase of that calendar year.

(NFPA 1061 certification is not directly available however the APCO Fire Service Communications Course brings the dispatcher to the NFPA level of standard and is internationally recognized)

18. While a number of agencies provide training for dispatchers, fire service dispatchers will also be trained to the standard of OFM - PFSG-04-65-03 & NFPA 1061 current edition to:

- a) Support the incident management system used by the Fire Service and NFPA 1561 Standard on Emergency Services Incident Management System
- b) Support the accountability and entry control systems used by the Fire Service
- c) Support the functions of the safety officer at an emergency incident
- d) Support personnel working in a potentially violent situation

This will be accomplished as per #17 that all dispatchers will obtain the training via APCO Fire Services Communication necessary to complete #18.

19. The Municipality agrees no action or other proceeding for damages shall be instituted on behalf of the Municipality against the Board or a person acting under Board authority, for any act done in good faith in the execution or intended execution of his or her power or duty or for any alleged neglect or default in the execution in good faith of his or her power or duty, gross negligence and willful neglect specifically excepted.

20. The Municipality agrees to indemnify and hold harmless the Board, its employees, agents and servants and the Chief of Police for reasonable legal costs incurred by the Board,

- a) in the defence of a civil action, if the person is not found to be liable;
- b) in the defence of a criminal prosecution, if the person is found not guilty;
- c) in respect of any other proceeding in which the person's execution of his or her duties is an issue, if the person is found to have acted in good faith;

in respect only to such actions, prosecutions or other proceedings as arise in respect to services provided by the Board relative to and in respect of and within the service area of the Municipality's Fire Service.

21. The Municipality shall provide liability insurance minimally in the amount of five million dollars to insure the indemnity contained in paragraph 20 of this agreement and shall ensure that the Board is stated in the contract of insurance as a co-insured.

22. In the event of a major incident (i.e. a tornado, forest fire, etc) requiring additional resources, cost recovery rate will be charged for the dedicated dispatcher and communication oversight.

23. Neither party may assign this Agreement without the express written consent of the other.

24. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior representations, understandings and agreements, whether verbal or written.
25. This Agreement shall ensure to the benefit of and are binding upon the parties hereto and their respective successors and permitted assigns.

**IN WITNESS WHEREOF the parties hereto have hereunto set their hand and seal.**

Dated this       day of       , 2020 at the City of Owen Sound

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Mr. John Thomson  
Chair, Owen Sound Police Services Board

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Mr. Craig Ambrose  
Owen Sound Chief of Police

Dated this       day of       , 2020 at the \_\_\_\_\_

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Clerk, Municipality of Southgate

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Fire Chief, Southgate Fire Department

Dated this       day of       , 2020 at the \_\_\_\_\_

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Witness

## **SCHEDULE “A”**

### **OFM – PUBLIC FIRE SAFETY GUIDELINE**

#### **PFSG – 04-64A-12**

A key factor in determining the effectiveness of the delivery of fire protection is measuring the performance of the fire service in relation to the time the original call was received in relation to functions implemented on the fire ground or emergency scene.

It is recommended that, when advised, as a minimum the following times and information is recorded mechanically or electronically by every communications centre:

- Date and time call originated
- Date and time call originally answered (911 or local)
- Date and time call conference (911)
- Date and time call answered by downstream agency (911)
- Date and time alarm dispatched
- Date and time Alarm acknowledged
- Date and time each apparatus mobile
- Date and time each apparatus on scene
- Number of personnel on each apparatus
- Date, time and name of command announced
- Date and time of agent was applied

- Date, time, and name if command is transferred
- Date and time "All Clear" if applicable
- Date and time "Under Control" if applicable
- Date and time "Loss Stopped" if applicable
- Date and time "Primary Search Completed"
- Date and time "Secondary Search Completed"
- Date, time, and name of any supporting service/agency requested



## **SCHEDULE “B”**

### **OWEN SOUND POLICE SERVICE**

#### **DISPATCH CENTRE**

Each incremental increase shall take effect on January 1, of each of the identified years. Costs include all access to Next Generation 911 once available from CRTC in 2021 (first year). The OSECC will be providing consultation for the Grey County Radio System as part of your contract to your department for the initial setup (ongoing maintenance and financial accounting is done separately by the County once system is running).

This tariff increase shall take effect January 1, 2020 and conclude on December 31, 2025.

<b>Year</b>	<b>Dispatch Rate</b>	<b>NG911 Recovery Rate (5 year Phase In)</b>	<b>Total Rate</b>
2021	2.65	0.05	2.70
2022	2.73	0.32	3.05
2023	2.82	0.48	3.30
2024	2.90	0.80	3.70
2025	2.99	0.93	3.92

- Per Capita is based on most recently published census data available through the Government of Canada. Modifications will be applied with 2021 Census information.

**APPENDIX A**

**TRAINING GUIDELINES**

**EMERGENCY CALL PROCESSING – GUIDING QUESTIONS**

The paramount question to ask for all emergency incidents is the location of the incident, the location within the location, and a building name (as applicable). The second question is to get the call-back number from the caller.

The list of questions below is provided as guiding questions and should not be considered a comprehensive list. The Communicator should always ask the questions they feel are necessary to get the information they require.

**Always verify location and call-back number.**

**Is the caller safe? Is everyone else safe?**

**FIRE ALARMS:**

Fire alarms are designed to detect heat, light, flame, smoke and water flow. Fire alarm reports are received in one of two ways: from a caller reporting an audible alarm at a structure or from an alarm monitoring office.

- What type of alarm (thermal, smoke, water flow, medical, etc)
- Exact location of the alarm sounding? (business name?)
- Are there any other types of alarms activated? (If so, what?)

**STRUCTURE FIRES**

Time is a critical factor in structure fires. The communicators' first responsibility is to determine the presence of an actual fire and determine if the caller is threatened. If the caller is in the structure, they should be instructed to get out, if it is safe to do so, and call back from a safe location or remain on the line, and then identify themselves to response units.

- Exact location (closest intersection?)
- Structure type? (single detached, semi detached, town house, low/high rise)
- Is fire or smoke present? If yes:
  - What section of the building is showing signs of smoke/fire?
  - Size of flames (is there any heat)?
  - Colour of smoke (thin or dense, very thick)?
- Is anyone inside the building?

**Yes**

- Advise the caller to leave the building and to get everyone out if it is safe to do so
- Close all doors and windows behind them if it is safe to do so
- Is the caller in jeopardy?

- Exact location(s) of anyone inside the structure? (kitchen, basement, bedroom, etc)
- Age(s)?
- Any known injuries?
- Any physical or mental disabilities?

*NOTE: if there is a suspected gas leak, advise the caller to leave the door open when exiting the structure. Advise response units immediately.*

#### **NO**

- Advise them to get to a safe location away from the fire and smoke, close all doors and windows, if it is safe to do so
- Advise them to remain outside of the building
- Advise them to flag down response units as they arrive

#### **GARAGE** Additional questions to be asked...

- Is the garage attached to another structure?
  - Are there any vehicles?
  - Are there any explosive hazards that they are aware of? (ie/ propane, gas, etc)
- Are there any building (exposures) close to the fire location?
- Was there an explosion?

#### **HIGH RISE** additional questions to be asked...

- What section of the building?
- How many floors is the building? The height of the building?
- Do you know what floor?
- Do you know the office/suite/room number?
- Has everyone evacuated the building?
  - Is there anyone with physical/mental disabilities?

#### **VEHICLE FIRES:**

Vehicle fire have the potential to escalate into very dangerous situations quickly due to the construction and content of today's vehicles. The longer a vehicle burns, the greater the danger to response units and bystanders. Certain products used in the typical automobile's construction will burn very rapidly, and in some cases, explode when exposed to flame.

Exact vehicle location? Landmarks: Attempt to get specific location information using geographic features

- Is the vehicle inside of a garage? If yes,
- Is the vehicle attached to another building?
- Are there other exposures close by? Other vehicles, building, etc...
- Anyone trapped in the vehicle?
- Any known injuries? Type and extent?
- What part of the vehicle is involved?

### **TRUCK FIRES:** additional questions to be asked...

- What type of truck?
- Is the cargo known?
- Any hazardous materials?
- Is there a place card or any other identification visible?
- Was there an explosion?
- Direction of travel?

### **MISCELLANEOUS FIRES** (Dumpsters, trash fires, fires that do not fall into classification)

Sometimes a fire does not fall into a typical classification; however, requires a response. It is the responsibility of the Communicator to be thorough in their questioning to determine the actual type of incident they are dealing with, and to determine scene safety for responders and the public

- Is everyone safe? Injuries? Extent of injuries?
- Exact location of the fire? Landmarks?
- Are there any known hazards? (propane, gas leak, fuel tank, etc...)
- What is the approximate size of the area involved?
- Is there access to the area? If so, from where?
- Are there any other properties that are in jeopardy? (vehicle or building)
- Are there any other exposures? (fuel tank, construction materials, etc...)
- Do you know the name of the property owner?

### **EXPLOSIVE INCIDENTS:**

Explosive incidents can present unusual circumstances for responders. They can be anything from a transformer to a gas storage facility, or anything in between. Due to various number of situations that can be involved in an explosive incident, the call taker must be thorough in their questioning to determine the actual type of incident they are dealing with, and to determine scene safety for responders and the public.

- Do you know the cause? (bomb, hazardous material, gas leak, etc...)
- Are you or anyone trapped? If so, where?
- Are there any injuries? If so, what is the extent of the injuries?
- Is the area evacuated and secure?
- Approximately how many people are affected?
- Have other agencies been contacted? (Nature Gas, Hydro, etc...)
- Are there any signs of progression? (further explosions, increased smoke, etc...)

### **VEHICLE MOTOR ACCIDENT/COLLISIONS:**

Water rescue operations can be dangerous for responders. The two most common types of water rescue operations are swift water and still/ice water rescues.

### **SWIFT WATER**

Swift water rescue is complex field requiring specialized training and equipment. A swift water rescue is typically defined as any incident that involves the removal of victim(s) from water moving at a rate faster than one knot (1.15 mph/1.82 km). This includes rivers, creeks, washers, and storm drains.

### **STILL/ICE WATER**

A still water rescue is typically defined as any incident that involves the removal of victim(s) from a body of water that is essentially stationary, such as lakes, ponds, pools, etc...

- Exact location? Attempt to get specific information using geographic features
- Type of water? (river, creek, wash basin, lake, pond, flooded area?)
- Do you know what happened?
- How long have they been in the water?
- Can you see them?
- Child or adult? (do you have an approximate age?)

### **WATERCRAFT INVOLVED**

- Is the watercraft anchored or drifting? If drifting, what speed and direction?
- Do you know if there is anyone onboard? If so, how many? Age?
- Did they have lifejacket on

### **BRUSH/WILD-LAND FIRES**

Brush and wild-land fires have three (3) primary considerations. The first involves pinpointing the exact location. The second involves access to the area and availability of water to combat the blaze. The third involves potential exposures.

- Exact location of the fire? Any exposures?
- Landmarks? Attempt to get specific information using geographic features
- Estimated size of the area involved?
- Access to the area?
- Possibility of a controlled burn? (burn permit issued?)
- Is the property owner known? If so, collect name and number if possible
- Is there any water source on the property?
- Were there any people or vehicles seen in the area? Any suspicious activity? Description?
- Has the caller left the area? Are they in a safe location?

## APPENDIX B

### OWEN SOUND EMERGENCY COMMUNICATIONS CENTRE STANDARD OPERATING GUIDELINE

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DEPARTMENT:	Communications Centre
PROGRAM:	Dispatching
SUBJECT:	<b>Dispatching for Emergency &amp; Non-Emergency Incidents</b>

---

#### POLICY

#### RESOURCES

Training Manual

NFPA 1221 – 7.4.2      Ninety percent (90%) of emergency call processing shall be completed within 60 seconds and ninety-five percent (95%) of call processing shall be completed within 90 seconds.

#### PROCEDURE

1.01    The Dispatcher shall utilize the Computer Aided Dispatch (CAD) effectively, with speed and accuracy, while dispatching all incidents.

1.02    The Dispatcher shall initiate the deployment of response apparatus and personnel by activating the appropriate alerting tones in compliance with departmental procedures, including non-acknowledged tones

1.03    In the initial broadcast for response, the Dispatcher shall relay the following incident information only:

Departmental prefix, type and number of apparatus required

- The location and type of incident
- The tactical radio assignment
- The Dispatcher shall ensure that the initial broadcast is clear, concise, and accurate.

Information PERTINENT to the incident will be broadcast to the first responding apparatus.

1.04    In the event that Mobile Data Terminal (MDT) is not operating on any given apparatus, once enroute, the Dispatcher shall broadcast secondary information such as: cross streets, grid references, hydrant locations, hazards, entry and access codes, key holder information, Records Management Information (RMS) etc., as required by support personnel.

1.05    The Dispatch shall ensure that the benchmarks of the incident are documented and that information is accurate, complete and legible.

- 1.06 The Dispatcher shall confirm and document the action of the responding apparatus in the appropriate field, including information transmitted and received, so that service levels are measurable and records are accurate, complete and retrievable. The Dispatcher shall ensure that all documentation reflects the true nature of the incident.
- 1.07 The Dispatcher or Call Taker shall initiate Mutual Aid/Automatic Aid as requested, ensuring that the appropriate departments and Mutual Aid Coordinators, or their alternate, are notified of the location, nature and type of request of incident.
- 1.08 The Dispatcher shall perform other related duties as required by the on-duty Supervisor.
- 1.09 Every attempt shall be made by all Communication personnel performing the role of Dispatcher to achieve NFPA 1221 Operating Procedures for call processing.
- 1.10 Every attempt shall be made by the Director of Corporate Services to ensure that all Communication personnel performing the role of Dispatcher achieve standards in NFPA 1221
- 1.11 The Communications personnel performing the role of Dispatcher and the Director of Corporate Services shall understand and adhere to this guideline.

# Owen Sound Emergency Communications Centre

## Appendix C – Quality Assurance Form

<b>COMMUNICATOR</b>			
REVIEWED BY:			
Date of Review			
Incident #		Call Type	
Location:			

EMERGENCY CALL-TAKING	Yes	No	NA
Asked correct questions specific to nature of the call			
Controlled call so that Caller answered specific questions			
Chose correct Incident Type			
Used "ACCEPT" so that the Partner could dispatch when more information had to be gathered			
Processed call promptly (within 1 minute)			
Listed any reasons for delay in call processing in the incident notes			
Obtained EMS Run #/OP #			
<b>DISPATCHING</b>			
Followed proper dispatch format including correct tone(s)			
Dispatched info accurately and concisely			
Notified crews of scene safety issues, hydrant issues, road closures & other details			
Mirrored pertinent information effective			
Followed through on requests made by Officer			
Included all related benchmarks (including staged, second page, no vol. crew, etc)			
Notified all appropriate agencies and documented notification in call			
Notified Communications Coordinator/CAD Admin required corrections			
Proofed incident before Transfer & Explained any error in notes			
<b>RADIO PROTOCOL/SKILL</b>			
Paid attention, listened and comprehended messages			
Articulated messages effectively and concisely in calm, even tone			
Acknowledged transmissions promptly – did not ignore transmissions due to call volume			
Easily adapted to escalating incidents/increased radio transmissions			
Consistently addressed Units professionally on the air as per SOG			
Anticipated on-scene needs and prompted officer when needed			
<b>ADMINISTRATION CALL-TAKING</b>			







## Owen Sound Emergency Communications Centre

### **Fire Dispatching—What do we offer?**

- ♦ Computer Aided Dispatch with regularly updated maps to maximize accuracy
- ♦ Hydrant and property parcel layers on the map for greater accuracy. Provides dispatch with shapes of buildings on each property
- ♦ Commonplace names/addresses for rapid locating and GPS support for fire apparatus
- ♦ Automatic and mutual aid alerts to dispatchers as well as any firefighter via CAD, email, text or smartphone app (Whosresponding/IAMResponding/EDispatches)
- ♦ Continual live updates to smartphone app of Computer Aided Dispatch comments and critical information (Whosresponding/IAMResponding/EDispatches)
- ♦ Automated exports of CAD data to FirePro/FireHouse/FDM by way of document standards
- ♦ Dedicated Emergency Communications Centre technical staff for 911/dispatch monitoring and radio communications
- ♦ Page out and radio dispatch throughout your fire call
- ♦ Recording of all audio for page out and dispatch communications
- ♦ Recording of all computer aided dispatch and radio screens 24/7 of dispatcher activity for quality assurance and liability
- ♦ Scheduled pager tests
- ♦ Dispatchers are thoroughly and continually trained through APCO and Fire College courses, NFPA compliances and on-going deliverables including mental health and wellness
- ♦ The Owen Sound Emergency Communications Centre maintains dispatch for over 20 fire stations and 911 for a population of approximately 300,000
- ♦ Completely redundant dispatch facilities at the Owen Sound Police Service and Owen Sound Fire Department with 10 dispatch stations

## Sample Dispatch Map by OSECC Staff

An OSECC created dispatch map showing hydrants of different flow rates and parcels of land with civic addressing along with property boundaries



## Owen Sound Emergency Communications Centre NG911 Readiness

	CRTC Mandate	OSPS Schedule
Voice Trials	Not Required	Completed
Voice Required	June 30 2023	Completed
RTT Plan In Place	June 30 2023	Available once CRTC Allows 2021
NG911 Middleware In Place	June 30 2023	Completed
Adopt Emerging Technologies	June 30 2023	On-Going continual process

The Owen Sound Emergency Communications Centre has completed the vast undertaking of being one of the first Public Safety Answering Points using Next Generation 9-1-1 (from the existing and soon to be defunct Enhanced 911). Our communications centre has been testing this system during 2019 and 2020 and has completed the call answering and transferring tests.

Beginning in 2021 (2020 prior to Covid-19), PSAPs must be ready to transition upon request from Bell Canada to NG9-1-1. Our centre is committed to being a leader in public safety for 911, fire, police and county dispatching.

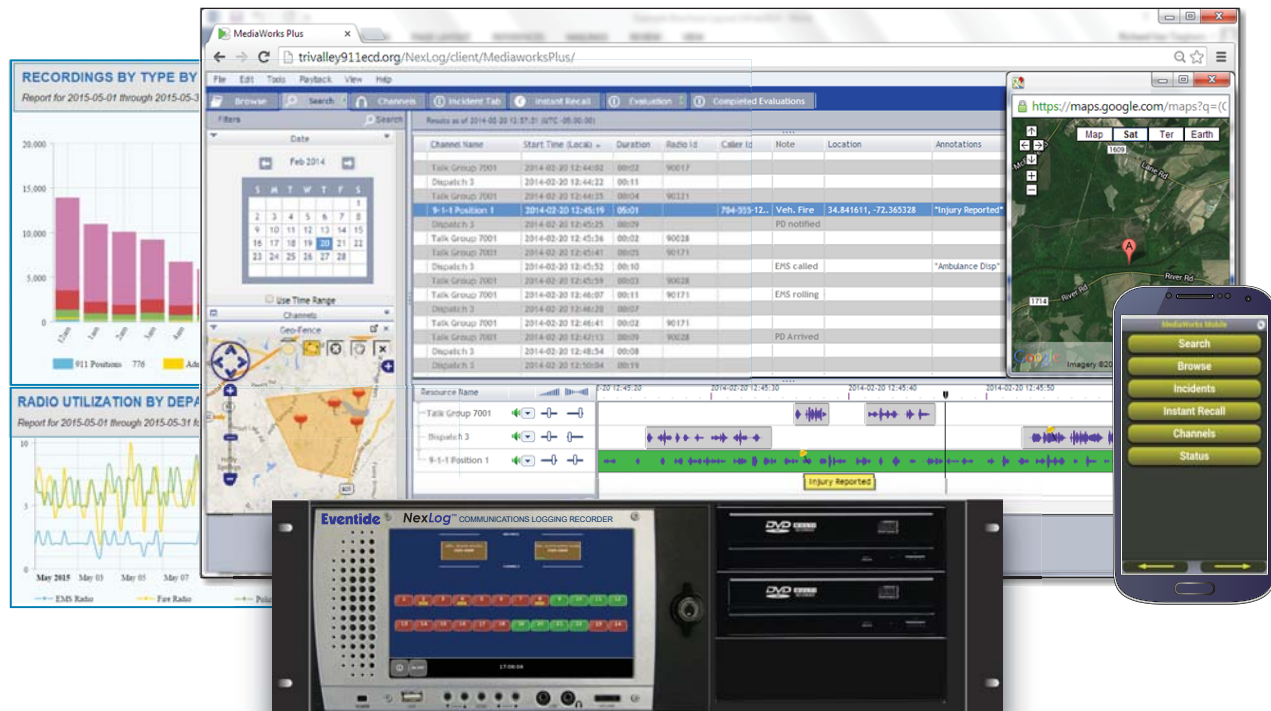
The Owen Sound Emergency Communications Centre has already completed some NG911 upgrades and stands ready to begin voice trials in just one months time, maintaining being at the forefront of public safety and communications

The Owen Sound Emergency Communications Centre maintains dispatch for over 20 fire stations and 911 for a population of approximately 300,000

# Eventide®

# NexLog

COMMUNICATIONS RECORDERS



## Advanced Recording Solutions for Mission-Critical Communications

**NG9-1-1 • P25 Radio • DMR • IP Dispatch • ATC/ATM  
Incident Reconstruction • Instant Recall • Mobile  
Quality Assessment • Screen Recording • Reporting  
VoIP • SIP • Digital • Analog • T1/E1 • ISDN • ED137**

# NexLog COMMUNICATIONS RECORDERS

Public safety, government, institutional and industrial customers at thousands of locations worldwide trust Eventide's mission-critical recording systems to securely and reliably record, protect and reconstruct their most important interactions and related data.

## ► NexLog Communications Recorders

NexLog systems are Linux-hardened recording platforms with multiple levels of redundancy, an embedded SQL database and up to 12 TeraBytes of internal storage. Archiving options include Blu-ray, DVD-RAM, RDX, USB, network attached storage, and auto-replication between recorders.

NexLog recorders feature multi-tier security, comprehensive user auditing and a web-based configuration management tool. NexLog systems offer support for password policies, Active Directory authentication and SNMP notifications.

**Next Generation 9-1-1** recording and logging options include support for the i3 SIPREC interface.

### NexLog 740



Channel capacity:  
Up to 120 Analog or  
Digital, 240 T1 or E1,  
560 VoIP, 240+ P25/DMR  
Rack-mountable (3U)

### NexLog 840



Channel capacity:  
Up to 240 Analog or  
Digital, 240 T1 or E1,  
560 VoIP, 240+ P25/DMR  
Rack-mountable (4U)

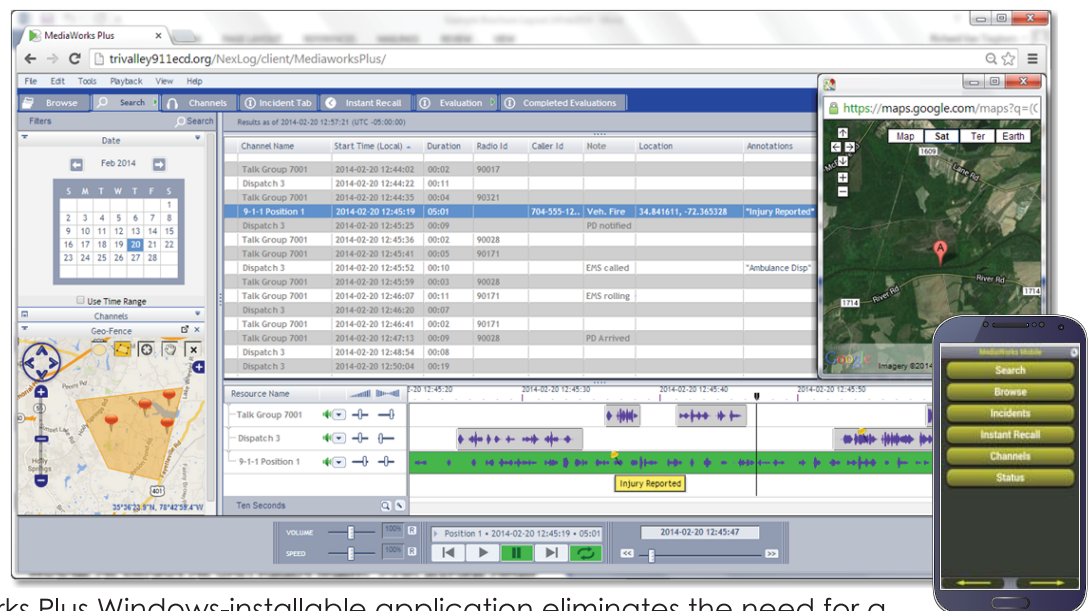
The innovative **NexLog Access Bridge** feature lets you link multiple NexLog communications recorders together for a unified search, replay and incident management experience.

## ► MediaWorks PLUS Software: Incident Reconstruction, Instant Recall and More!

MediaWorks PLUS software provides a complete set of tools for search, replay, instant recall, incident reconstruction, export and much more. The MediaWorks Plus web-browser interface allows secure SSL access from Windows & Mac computers as well as Android & Apple iOS tablets & phones, using Chrome, Firefox, IE or Edge. Eventide also offers a MediaWorks Plus Windows-installable application, which provides the same capabilities. Features of both include multi-parameter search, live monitor, graphical time-line, geo-fence, pitch-corrected variable speed, waveform displays, notes, loop playback, skip forward/back, playback AGC, screen and multimedia replay, text and TDD replay, MP3 option, and the ability to show call locations on a map\*.

MediaWorks PLUS software provides a comprehensive set of **Incident Management Tools** including:

- Create an incident
- Add incident name
- Add notes
- Attach other media
- Word/Phrase search
- Redact audio
- Split audio clips
- Merge audio clips
- Obfuscate audio
- Audio annotations
- Text annotations
- Protect calls
- Talking time & date
- Incident permissions
- Save the incident
- Export the incident
- Email the incident



The available MediaWorks Plus Windows-installable application eliminates the need for a desktop browser, and also serves as the **Off-Line Player** for validation & replay of exported incidents.

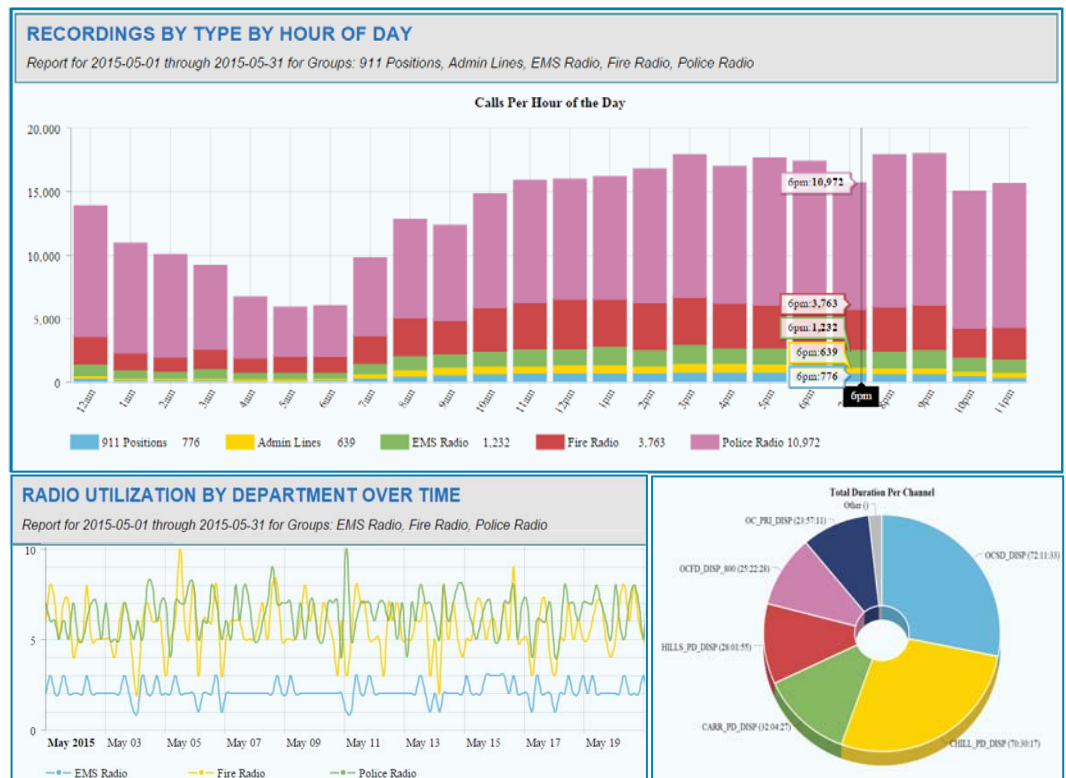


## ► Enhanced Reports Package

The highly-flexible Enhanced Reporting option is pre-loaded with standard reports, or you can easily build custom reports.

Reports are delivered automatically to users at designated times, days and intervals.

Enhanced Reports get actionable information to supervisors and directors when they need it, increasing awareness and potentially changing the outcomes of critical situations.

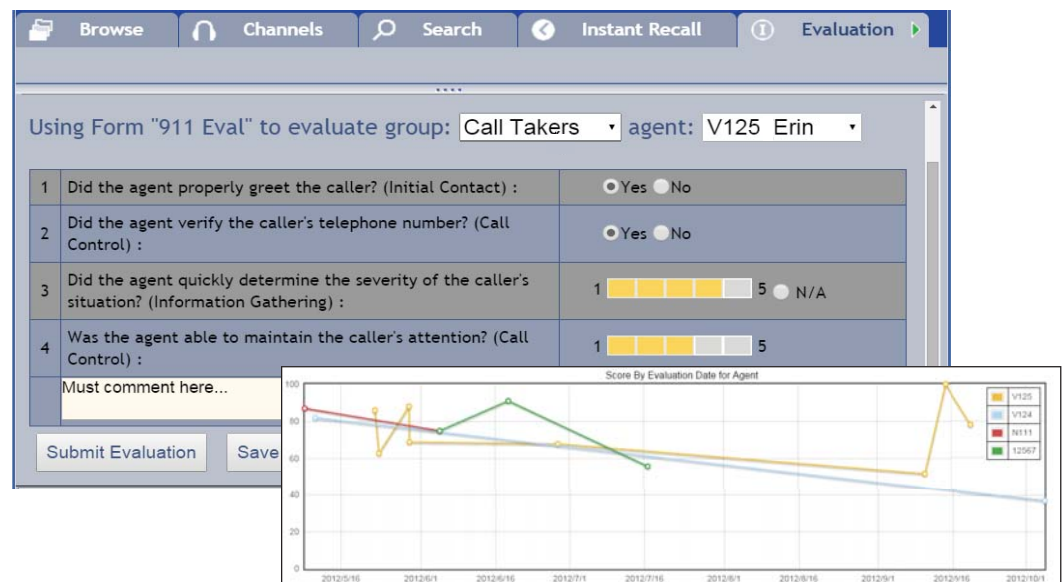


## ► Quality Factor Software: Quality Assessment and Reporting

Quality Factor software enables your QA team to efficiently measure performance trends and identify skills that need improvement.

The integrated form builder lets you easily create evaluation forms and questions that are optimized for your center's specific needs.

Quality Factor reports let you view quality improvement trends by agent and group.

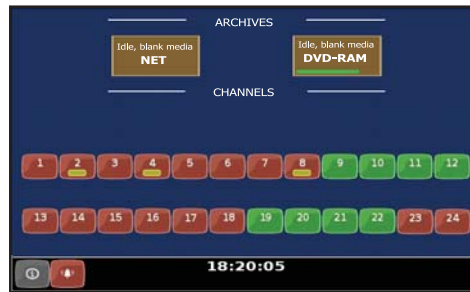


## ► Screen Recording: Enhance Your Quality Assessment Process

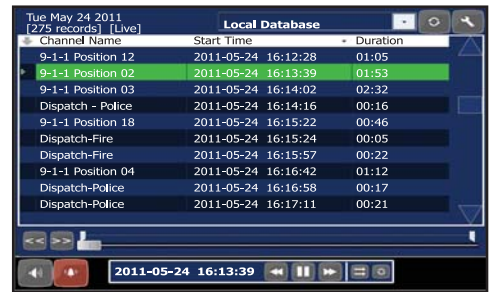
NexLog PC screen recording helps document the important activities (including multi-media interactions) that occur during call handling and dispatch, and allows supervisors to visually evaluate the accuracy each team member's usage of critical software applications such as CAD and EMD.

## ► LCD Touch Screen

The front panel touch screen option lets you conveniently search and replay calls, protect calls, create incidents, export, burn to CD/DVD, live monitor, view alerts, view archive status and configure the system.



Info mode: Channels, Archives, Alerts, Live Monitor



Replay mode: Search, Replay, Build Incidents, Export

## ► NexLog Recording Interfaces

### RADIO SYSTEMS:

Motorola ASTRO 25  
Motorola SmartNet  
Motorola SmartZone  
Motorola MotoTrbo  
Motorola Dimetra IP  
Motorola MDC1200  
Harris VIDA P25 SR10A+  
ISSI for P25 Trunked  
EF Johnson ATLAS P25  
Tait P25 Trunked  
Tait/Harris DMR Tier III  
Tait/Harris DMR Tier II  
Tait MPT-IP  
Sepura/Flyde DMR III  
Sepura/Flyde MPT1327  
ICOM iDAS Conv.  
Kenwood NexEdge

### 9-1-1 SYSTEMS:

NG 9-1-1 (i3 SIPREC)  
West (Intrado) VIPER  
AirBus VESTA 4  
Zetron MAX Call Taking  
Zetron Series 3200  
Solacom Guardian  
Emergitech IP9-1-1  
Emergency Call Works  
TCS (microDATA)  
Contact closure option  
and more!

### DISPATCH SYSTEMS:

Zetron MAX Dispatch  
Zetron ACOM  
Zetron DCS-5020  
AVTEC Scout  
Motorola MCC7500  
Harris Symphony  
Telex Radio Dispatch  
Telex IP-223 and IP-224  
Omnitronics  
Catalyst IP | Console  
Harris C4i SwitchPlus IP  
PENTA cPCx  
CTI RadioPro Dispatch  
Cisco IPICS  
CSS Mindshare  
and more!

### TELEPHONE SYSTEMS:

VoIP and SIP phones  
Digital telephones  
Analog telephones  
2 or 4-wire analog lines  
Analog & CAMA trunks  
T1, E1, and ISDN trunks  
SIP trunks

### ATM/ATC SYSTEMS:

ED137B/C-Part 4 (VoIP)  
2 or 4-wire analog  
T1 and E1 circuits

## ► Air Traffic Management and ED-137

NexLog systems can record from all types of ATC/ATM audio sources, including controller working positions (CWP), VCCS, GRS, ambient audio, and telephones. NexLog systems support the ED-137B/C-Part 4 (VoIP) recording interface. Eventide is a participant in EUROCAE WG-67 and the EUROCONTROL VOTE group.

## ► Synchronized Replay for ATC/ATM

NexLog recorders can interface with Thales' airspace navigation systems for synchronized replay of audio and CWP scenarios. NexLog systems can directly record CWP screens and provide synchronized replay of recorded CWP screens and recorded audio. NexLog API options are also available for third-party replay synchronization projects.

## ► Redundancy

NexLog systems offer redundant power supplies, redundant disk drives and redundant archive drives, as well as redundant geo-diverse network archiving.

NexLog recorders are available in sets of multiple units for Active+Active redundant recording or for automatic replication between recorders.



Visit [www.eventidecommunications.com](http://www.eventidecommunications.com)  
for full product details and the latest news.

© 2018 Eventide Inc. Specifications and features subject to change without notice. Some features listed are extra-cost options. Capacities are for 3000-series units. Check with Eventide for hybrid (mixed-type) channel capacities, and for pre-sales review of digital telephone, LMR, VoIP telephone, and VoIP codec compatibility.  
\* View Location requires coordinates to be delivered to recorder (as typically provided for E911 Cellular calls); requires Chrome browser and access to Google Maps.





## **Staff Report FIRE2020-018**

**Title of Report:** FIRE2020-018- Fire Marque Agency Agreement  
**Department:** Fire  
**Council Date:** November 4, 2020

### **Recommendation:**

**Be it resolved that** Council receive Staff Report FIRE2020-018 for information; and  
**That** Council consider approval of By-law 2020-129 authorizing the Fire Marque agency agreement.

### **Background:**

On December 4, 2019 Council passed By-Law No. 2019-183 (Attachment #1) with respect to the Fire Department specific response. This By-Law allowed the Township of Southgate to enter into an agreement with Fire Marque to allow Fire Marque to recover costs from insurance companies for specific fire response calls.

### **Staff Comments:**

In the By-law itself it does not directly name Fire Marque as the agent to collect these funds for the Township of Southgate. By signing the agency agreement with Fire Marque, this will provide proof to the insurance companies that Fire Marque is acting on behalf of the Township of Southgate as per By-Law 2019-183.

### **Financial Implications:**

There is no financial implications by signing this agreement

### **Communications & Community Action Plan Impact:**

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

### **Concluding Comments:**

That Council receive staff report FIRE2020-018 as information and consider approval of By-law 2020-129 authorizing the Fire Marque agency agreement.

Respectfully Submitted,

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

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

Attachment #1 – By-law 2019-183 – Authorize Cost Recovery for FD Sepcific Response

## The Corporation of the Township of Southgate

### By-law Number 2019-183

being a by-law to authorize cost recovery (fees) with respect to Fire Department specific response

**Whereas** Section 5 (3) of the Municipal Act, 2001, as amended, 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, as amended, provides that the powers of a municipality are to be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considered appropriate and to enhance the municipality's ability to respond to municipal issues; and

**Whereas** Section 9 of the Municipal Act, 2001, 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** pursuant to section 391 of the Municipal Act, 2001, as amended, a municipality may impose fees or charges on persons for services or activities provided or done by or on behalf of it; and

**Whereas** pursuant to section 398 of the Municipal Act, 2001, as amended, fees and charges imposed by a municipality on a person constitute a debt of the person to the municipality; and

**Whereas** the Council of the Corporation of the Township of Southgate deems it expedient to pass a by-law to impose fees on persons to recover the costs of fire department responses; and

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

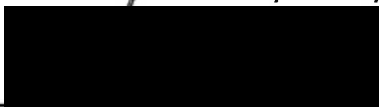
1. **That** in this By-Law:

- a. **"Council"** means Council of the Township of Southgate;
- b. **"Fire Department"** means a fire department established by the Township in accordance with the provisions of the *Fire Protection and Prevention Act, 1997*, S.O. 1997, c. 4, as amended from time to time, and further established by By-law 2019-053 being a by-law to establish and regulate a Fire Department in the Township of Southgate;
- c. **"Fire Department Specific Response Fees"** means *cost recovery* fees for Fire Department attendance at a Property for which the Owner has Fire Department insurance coverage;
- d. **"Indemnification Technology®"** shall mean Fire Department incident reporting, data collection and property insurance policy wording interpretation to maximize billing opportunities on behalf of fire departments by invoicing insurance companies for costs of fire department attendance with respect to insured perils;

- e. **"Township"** means the Corporation of the Township of Southgate;
  - f. **"Owner"** means the registered owner of property or any person, firm, corporation, partnership or society and their heirs, executors, administrators or other legal representatives, including a property manager, tenant, occupant, mortgagee in possession, receiver, manager, trustee or trustee in bankruptcy having control over or possession of the property or any portion thereof;
  - g. **"Property"** means any real property located within the geographical boundaries of the Township, and any real property to which the Fire Department is under a service agreement to provide Fire Department Response services, Automatic Aid or Mutual Aid. Real property includes buildings, contents and structures of any nature and kind in or upon such lands to which service is provided; and
- 2. **That** the Township hereby authorizes the imposition of fees from time to time in accordance with the provisions of this by-Law; and
  - 3. **That** the Owner of Property shall be responsible for the payment of Fire Department Specific Response Fees imposed by this by-law in accordance with the Schedule of Fees, attached hereto and forming part of this by-law; and
  - 4. **That** the Township may use Indemnification Technology® to assess applicable insurance coverage for Fire Department Specific Response Fees; and
  - 5. **That** fees imposed pursuant to this by-Law constitute a debt of the Owner to the Township and may be added to the tax roll of the Property to which the Fire Department Specific Response Fees relate; and
  - 6. **That** where the Township believes and/or Indemnification Technology® indicates, Fire Department Specific Response Fees, are applicable but the Owner does not have, in part or in full, insurance coverage for fire department charges for the Property, the Township may adjust the Fire Department Specific Response Fees to the extent of insurance coverage upon provision by the Owner of evidence, to the satisfaction of the Township, that no such insurance coverage exists or to demonstrate the limits of such coverage; and
  - 7. **That** in this by-Law, words importing the neuter gender shall include the feminine gender and masculine gender and vice versa and words importing the singular shall include the plural where the context requires.
  - 8. **That** if any term or provision of this by-Law or the application thereof to any person shall to any extent be held to be invalid or unenforceable, the remainder of this by-Law or the application of such term or provision to all persons other than those to whom it was held to be invalid or unenforceable, shall not be affected thereby, it being the intention of the Council of the Township of Southgate that each term and provision of this by-Law shall be separately valid and enforceable to the fullest extent permitted by law; and
  - 9. **That** this By-law shall come into full force and effect upon the final passing hereof.

**Read a first, second and third time and finally passed this 4<sup>th</sup> day of December, 2019.**

  
John Woodbury - Mayor

  
Lindsey Green - Deputy Clerk

## SCHEDULE OF FEES

### 1. Fire Department Specific Response Fees

The Fire Department Specific Response Fees shall be the total of:

- a. *\*Current MTO* rate per unit per hour or portion thereof for each unit
- b. rate per person per hour or portion thereof for each firefighter
- c. *other costs including but not limited to; Foam, Metered Water, Air Tank Re-filling, Cleaning Equipment, DSPA or similar type units, cost to replace damaged or destroyed equipment, specialized response costs such as excavator, heavy equipment, large scene lighting, Water Bomber Drops*

\*The MTO rate per unit per hour is set by the Ministry of Transportation. This rate is adjusted periodically in accordance with the consumer price index.

Such fees shall be charged and calculated on the basis of each Fire Department vehicle attending, resources consumed in attendance to the property incident. The time shall be measured from the time of departure of each unit from the Fire Department's facilities to the time the unit is cleared for the next call out.

**The Corporation of the Township of Southgate**

**By-law Number 2020-129**

**being a by-law to authorize an agreement between Fire Marque 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 Fire Marque 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 Fire Marque 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 4<sup>th</sup> day of November, 2020.**

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John Woodbury – Mayor

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Lindsey Green – Clerk

## AGENCY AGREEMENT

THIS AGENCY AGREEMENT (the "Agreement") made the 4<sup>th</sup> day of November, 2020.

BETWEEN:

**FIRE MARQUE INC.**  
(herein after referred to as the "Agent")

- and -

**THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE**  
(herein after referred to as the "Municipality")

**WHEREAS** the Fire Department attends, when required, at Incident Sites to provide emergency services;

**AND WHEREAS** the costs and expenses incurred by the Fire Department as a result of attending at the Incident Sites and providing services may be recoverable through Indemnification Technology® with respect to insured perils through the Insurance Policies of the owner or tenant of the Incident Site;

**AND WHEREAS** the Municipality wishes to appoint the Agent, as its agent for the purpose of filing Claims on behalf of the Municipality and to recover, on their behalf, any insurance proceeds from the insurers of the affected parties which are recoverable in accordance with the terms of any policy agreement for the costs and expenses incurred by the Fire Department as a result of attending at the Incident Sites.

**AND WHEREAS** the Agent wishes to make the Claims and recover the recoverable proceeds of insurance on behalf of the Municipality in accordance with the terms and conditions set forth herein;

**NOW THEREFORE**, in consideration of the mutual terms and covenants herein contained, the Parties covenant and agree as follows:

### 1. DEFINITIONS

"**Agreement**" is this agreement, as may be amended;

"**Agency Fee**" is the financial compensation expressed as a percentage of the recovered Emergency Cost Recovery Proceeds in accordance with Section 6;

"**Agency Fee Taxes**" are all taxes, duties and other charges (including any GST, HST or other value added taxes) applicable to the Agency Fee;

"**Agent**" is Fire Marque Inc., or its successors and assigns;

"**Claims**" an amount requested for payment for an insured loss which falls under the terms of Insurance Policies;

"**Emergency Cost Recovery Proceeds**" are the funds recovered by the Agent as a result of filing Claims with insurers pursuant to the Insurance Policies of the owner and or tenant of an Incident Site to recover the costs and expenses incurred by the Fire Department as result of attending and providing emergency services at an Incident Site;

**"Fire Department"** means a group of firefighters authorized to provide fire protection services by the Municipality;

**"Incident Reports"** are the property statistical fire reports;

**"Incident Sites"** is the municipal address or property location of the incident which is attended at by the Fire Department in relation to which the Fire Department incurs costs and expenses as a result of providing their emergency services;

**"Indemnification Technology®"** is the intellectual property owned and employed by the Agent in making claims to recover costs and expenses of the Fire Department incurred as result of providing emergency services at an Incident Site and includes: incident reporting, data collection, and property insurance policy wording interpretation to maximize billing opportunities on behalf of the Fire Department by invoicing insurance companies for the costs of fire department attendance with respect to insured perils;

**"Indemnitees"** means the Agent, its directors, partners, officers, agents, and employees;

**"Initial Term"** is the period commencing from the date of first written above and continuing thereafter for a period of five years;

**"Insurance Policies"** means an insurance policy of the owner or tenant who owns or rents the property located on the Incident Site;

**"Intellectual Property"** is any intellectual property of the Agent, including but not limited to any software, trade names, trademarks, and copyrighted materials and any of the foregoing as it relates to Indemnification Technology®;

**"Losses"** means all loses, costs, expenses, interest, charges, assessments, damages, liabilities, obligations, fines and penalties, including all reasonable costs incurred investigating, defending or negotiating the settlement or resolution of any demand, lawsuit, action, or proceeding, and specifically including reasonable legal and other professional fees and expenses on a "full indemnity", "solicitor and his own client" or comparable basis, regardless of whether the foregoing arise in, under or by virtue of common law, equity or other applicable law, contract, negligence, strict liability, breach of duty or otherwise;

**"Party"** or **"Parties"** is the Agent and the Municipality;

**"Municipality"** is - The Corporation of the Township of Southgate;

**"Renewal Term"** is a renewal term of 3 years;

**"Term"** is the Initial Term together with any subsequent Renewal Terms, until this Agreement is terminated in accordance with Section 14;

**"Termination Date"** is the date this Agreement terminates in accordance with Section 14; and,

**"Third Party Fire Departments"** is a fire department, fire brigade, persons and/or equipment that are not part of the Fire Department.

**2. TERM**

The term of this Agreement will begin as of the date first written above and continue for the period of the Initial Term and will automatically renew for successive Renewal Terms upon the expiry of the Initial Term or any preceding Renewal Term, unless this Agreement is terminated in accordance with Section 14.

**3. APPOINTMENT**

The Municipality hereby appoints the Agent as its exclusive agent during the Term of this Agreement for the purpose of filing, on behalf of the Municipality, all Claims with insurers and to recover from any insurers on their behalf, any proceeds of insurance which are recoverable in accordance with the terms of any Insurance Policies of an owner or the tenant at any Incident Site.

**4. AGENT OBLIGATIONS**

During the Term of the Agreement, the Agent agrees:

- (a) To proceed diligently to prepare and file Claims with the insurer of the incident sites on behalf of the Municipality upon receipt of the Incident Reports from the Fire Department;
- (b) To establish and maintain a non interest bearing trust account to receive and hold any Emergency Cost Recovery Proceeds in trust on behalf of the Municipality (which proceeds may be comingled with the proceeds recovered for other municipalities and/or fire departments, for which Agent is providing similar services);
- (c) To remit on a quarterly basis or such period as agreed to between the Agent and the Municipality, the Emergency Cost Recovery Proceeds to the Municipality, less any Agency Fee, and Agency Fee Taxes deducted in accordance with Sections 6 and 7.
- (d) To deliver a statement to the Municipality providing reasonable detail in regards to the amounts being remitted for the applicable period; and
- (e) To maintain complete, detailed and adequate books and records pertaining to Claims and Emergency Cost Recovery Proceeds.

**5. MUNICIPALITY'S OBLIGATIONS**

During the Term of the Agreement, the Municipality agrees:

- (a) on a monthly basis or such period as agreed to between the Municipality and Agent, to provide the Agent with all the completed Incident Reports relating to its attendance at all Incident Sites during the period, setting forth in reasonable detail the services provided and the costs and expenses incurred by the Fire Department in attending such Incident Sites and providing information as to the applicable insured, the insurance company and the policy number of the Incident Site, if available;
- (b) in accordance with the Insurance Policies, ensure that the Emergency Cost Recovery Proceeds that are remitted to the Fire Department are used by the Fire Department for its own purposes, which purposes may include but not be limited to the following:
  - (i) the purchase of equipment for the Fire Department



- (ii) the provisions of training and education to the firefighters of the Fire Department; and/or
  - (iii) the purchase and/or provision of materials and equipment for fire inspection, fire prevention and public education programs;
- (c) if requested, to provide the Agent with documentation evidencing that the Fire Department is the sole beneficiary of any Emergency Cost Recovery Proceeds that have been remitted to the Municipality in accordance with Section 4; and
- (d) to the extent the Municipality or the Fire Department is paid or receives Emergency Cost Recovery Proceeds directly from the insurer under the Insurance Policy, or from the owner or tenant of an Incident Site (as a result of such owner or tenant receiving the Emergency Cost Recovery Proceeds directly from the insurer under the Insurance Policy), the Municipality agrees that it shall promptly remit payment of the Agency Fee that is payable to the Agent in relation to such Emergency Cost Recovery Proceeds (as determined in accordance with Section 6) and will provide the Agent with copies of all communications and notices received from the insurer under the Insurance Policy in relation to such Emergency Cost Recovery Proceeds for the Agent's own records.

## 6. AGENCY FEE

In consideration for the services provided by the Agent pursuant to this Agreement, during the Initial Term, the Agent will be entitled to a fee equal to thirty (30%) of all Emergency Cost Recovery Proceeds (the "**Agency Fee**"). The Agent will be entitled, on a monthly basis, to invoice the Municipality for the Agency Fee accrued in respect of the previous month Emergency Cost Recovery Proceeds and to deduct the Agency Fee from the Emergency Cost Recovery Proceeds. The Agent shall not be entitled to any further consideration from the Municipality or the Fire Department. The amount of the Agency Fee shall be negotiated by the Parties for any Renewal Terms.

## 7. TAXES

It is understood by the parties that the Agency Fee is exclusive of all taxes, duties and other charges (including any GST, HST or other value added taxes), ("**Agency Fee Taxes**"), applicable to the services provided by the Agent hereunder. The Agent shall withhold and deduct from the Emergency Cost Recovery Proceeds that are to be remitted to the Fire Department, any Agency Fee Taxes, and all such Agency Fee Taxes will be remitted to the applicable government agency, as and when required.

## 8. INTELLECTUAL PROPERTY

The Municipality agrees and acknowledges that any Intellectual Property of the Agent, including but not limited to any software, trade-names, trade-marks, and copyrighted materials and any of the foregoing as it relates to Indemnification Technology® are the property of the Agent, and the Municipality has no rights to this Intellectual Property as a result of this agreement or otherwise.

**9. AUDIT**

The Municipality has the right to audit, at its own expense, the records and accounts, during reasonable business hours and on advance written notice to the Agent; and, for up to twenty-four (24) Months from the end of the calendar year to which the records and accounts relate.

**10. UNRECOVERABLE EXPENSES**

No action will be undertaken by the Agent to collect any proceeds or file any Claims on behalf of the Municipality. The Fire Department will only be entitled to receive Emergency Cost Recovery Proceeds actually recovered by the Agent on behalf of the Municipality. The Municipality, at its own discretion, may elect to enforce the payment of the Emergency Cost Recovery Proceeds not recovered by the Agent through powers granted by their By-Laws or through litigation. Unless prior arrangements have been made on a specific file.

**11. INCIDENTS ATTENDED TO BY OTHERS**

It is acknowledged by the Parties that in certain instances, in addition to the Fire Department, other fire departments or other emergency personnel ("**Third Party Fire Departments**") may attend at an Incident Site and whose costs and expenses incurred as result of attending and providing emergency services at such Incident Site may also be recoverable under the Insurance Policies of the owner(s) or tenant(s) of such Incident Site. In such cases:

- (a) the Municipality acknowledges that the Emergency Cost Recovery Proceeds recovered in respect of such Incident Site may have to be shared with the Third Party Fire Departments, and Agent makes no representation and will not be required to take any action to determine the appropriate allocation of such Emergency Cost Recovery Proceeds between the Fire Department and the Third Party Fire Departments.
- (b) the Municipality shall negotiate an appropriate allocation of the Emergency Cost Recovery Proceeds with the Third-Party Fire Departments. If the Municipality and the Third Party Fire Departments are unable to agree to an appropriate allocation within a reasonable time, then Agent may, in its sole discretion but without obligation to do so, and on notice to Municipality, commence interpleader or a similar action or proceeding in connection with any dispute in relation to allocation of the Emergency Cost Recovery Proceeds and pay the Emergency Cost Recovery Proceeds into court, whereupon the Agent shall be released from any further obligations in respect of such Emergency Cost Recovery Proceeds and the Municipality shall indemnify and hold harmless the Indemnitees from any dispute arising with respect to such Emergency Cost Recovery Proceeds whether the Agent is acting as agent on behalf of the Third Party Fire Departments to the dispute or otherwise.

**12. LIMIT ON LIABILITY**

Other than Emergency Cost Recovery Proceeds actually recovered, the Agent will not be liable to the Municipality for any costs and expenses incurred as a result of the Fire Department attending and providing emergency services at an Incident Site which it was unable to recover through the Insurance Policies of the owner or tenant of such services

### 13. **INSURANCE & IDEMNIFICATION**

The Municipality agrees to indemnify and hold harmless the Indemnitees from and against any and all Losses that may be imposed on, incurred by, or asserted against, the Indemnitees or otherwise, in connection with the performance of its duties under this Agreement or any actions or inactions taken by the Fire Department or Municipality in connection with this Agreement, including as a result of any claims: (i) from insurers as a result of inaccuracies, misrepresentations or fraud in any of the Incident Reports and other information provided to Agent for the purpose of filing Claims; and (ii) from Third Party Fire Departments claiming rights to any Emergency Cost Recovery Proceeds that have been disbursed to the Fire Department. The foregoing liability and indemnification by Municipality shall not apply where the Losses arise from the Agent's gross negligence fraud or willful misconduct.

- (a) During the Term (and any renewal thereof as applicable) of this Agreement, the Agent shall procure and maintain an errors and omissions insurance policy of not less than two million dollars (\$2,000,000.00) coverage. The deductible shall not exceed twenty-five thousand dollars (\$25,000.00).
- (b) The Agent shall carry a Commercial Blanket Bond with an amount no less than Fifty Thousand Dollars (\$50,000.00) that protects both the Agent and the Municipality with respect to any loss resulting from dishonesty, disappearance, destruction and Forgery act(s) arising from the work being performed by the Agent under this Agreement on behalf of the Municipality.
- (c) The Agent shall, at their expense obtain and keep in force during the term of the Agreement, Commercial General Liability Insurance in an amount not less than five million dollars (\$5,000,000.00) per occurrence and five million (\$5,000,000.00) in the aggregate. This policy shall contain products and completed operations coverage, Non-owned automobile coverage, and coverage for claims resulting from Technology Network risks such as data breaches, unauthorized access, theft of confidential information, invasion of privacy, intellectual property infringement such as copyright, trademarks, service marks and trade dress. The deductible shall not exceed twenty-five thousand dollars (\$25,000.00). The Municipality has the right to request, at any time confirmation of the insurance coverages and that the policy is in force.

### 14. **TERMINATION**

Notwithstanding Section 2, this Agreement will terminate with 30 days' written notice by either Party (the "**Termination Date**"), provided that if this Agreement is terminated (other than as a result of a material breach of this Agreement by the Agent), the Agent shall be entitled to continue filing all Claims and collecting Emergency Cost Recovery Proceeds, for any incidents attended to by the Fire Department at Incident Sites which occurred prior to the date of the Termination Date of this Agreement, and such filings and recoveries shall remain subject to the terms and conditions of this Agreement. The Municipality or the Fire Department shall not make claims in respect of any incidents attended to by the Fire Department which occurred prior to the Terminate Date. The covenants set forth in this Section 14 shall survive the termination of this Agreement.

## 15. NOTICES

All notices, communications, statements and payments which may be required or permitted under this Agreement will be in writing and sent by registered mail, courier services, or transmitted by facsimile or other electronic means which produces a physical copy. Any party may change its address by notice to the other parties.

The addresses of the parties pursuant to this Section 15 are as follows:

If to the Municipality:

Township of Southgate  
185667 Grey Road 9  
Dundalk, Ontario  
N0C 1B0  
Phone: 519-923-2110  
Fax: 519-923-9262

Attention: Clerk's Department

If to the Agent:

Fire Marque Inc.  
P.O. Box 2018, Thornton, ON L0L 2N0  
Phone: 1-855-424-5991 or 705-424-5991  
Fax: 705-424-5702

Attention: Ted K. Woods

## 16. SEVERABILITY

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction from which no appeal exists or is taken, that provision will be severed from this Agreement and the remaining provisions will remain in full force and effect.

## 17. ARBITRATION

All disputes, controversies and disagreements with respect to this Agreement, or any matter arising under or in connection with this Agreement, shall be finally settled by arbitration. Arbitration shall be conducted as follows:

- (a) the reference shall be to a single arbitrator appointed in accordance with the *Arbitration Act*, 1991, S.O. 1991, C. 17, as amended;
- (b) the decision of the arbitrator shall be final, conclusive and binding upon all parties;
- (c) unless otherwise determined by the arbitrator, the Parties shall pay an equal portion of the fees and expenses of the arbitrator;

- (d) the *Arbitration Act*, 1991, S.O. 1991, C. 17 shall apply to and govern each such reference to arbitration; and
- (e) All arbitrations shall be conducted in Barrie, Ontario **or in a location suitable to both parties.**

**18. GOVERNING LAW**

This Agreement is governed by, interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in the province. Subject to Section 17, each of the Parties irrevocably attorns to the exclusive jurisdiction of the Courts of Ontario.

**19. WAIVER**

No waiver of any provision of this Agreement constitutes a waiver of any other provision.

**20. ENTIRE AGREEMENT**

Except as stated herein, this Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and, during the term hereof, supersedes all prior written or verbal agreements concerning such subject matter.

**21. AMENDMENTS**

Amendments to this agreement shall be in writing and be executed by the Parties. If agreed in writing by both Parties to this agreement an amendment shall form a part of this Agreement.

**22. ASSIGNMENT**

Neither this Agreement nor any of the rights or obligations under this Agreement are assignable or transferable by a Party without the prior written consent of the other Party, provided that nothing herein shall prevent The Agent from assigning this Agreement or any of its rights or obligations to an affiliate of The Agent, provided that the Agent agrees to remain liable to the Municipality for the obligations of such transferee affiliate.

**23. ENUREMENT**

This Agreement shall be binding upon and enure to the benefit of the Parties and their respective successors.

**24. COUNTERPARTS**

This Agreement may be executed and delivered in any number of counterparts (including by facsimile or other electronic transmission) and all counterparts taken together constitute one and the same instrument.

**25. LEGAL RELATIONSHIP**

In this Agreement nothing gives rise to an employment relationship for the provision of services between the Municipality and Agent. The Parties expressly acknowledge that they are independent and neither an employer-employee relationship is intended or created by this Agreement.

**26. COLLECTION AND DISCLOSURE OF PRIVATE INFORMATION**

Any information collected by the Agent and Municipality pursuant to this Agreement is subject to, and shall be handled in accordance with, the provisions of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56 as amended and the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. F.31, as amended.

**27. LAWS**

The Municipality and Agent, its employees and representatives, if any shall at all times comply with any and all applicable federal, provincial and municipal laws, ordinances, statutes, rules, regulations and orders in respect of the performance of this Agreement.

**28. CONFIDENTIALITY**

The Agent shall hold confidential and not disclose or release to any person other than the Agent and Municipality at any time during or following the term of this Agreement, except where required pursuant to the provisions of the Municipal Freedom of Information and Protection of Privacy Act and/or the Personal Information Protection & Electronic Documents Act (PIPEDA), any information or document that identifies any individual or the nature and extent of services received by any individual without obtaining written consent of the Municipality prior to the release or disclosure of such confidential information. The Agent shall be entitled to disclose publicly the fact that the Municipality and/or the Fire Department are clients of the Agent.

**29. CONFLICT OF INTEREST**

The Agent shall disclose to the Municipality without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest, or breach of law in relation to this Agreement. A breach of this Section by the Agent shall entitle the Municipality to terminate this Agreement in addition to any other remedies that the municipality may have in law or equity.

***[Remainder of this page left intentionally blank]***

**IN WITNESS WHEREOF** the parties have executed this Agreement as of the date first above written.

**THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE**

By: \_\_\_\_\_  
Name: John Woodbury  
Title: Mayor

By: \_\_\_\_\_  
Name: Lindsey Green  
Title: Clerk

**FIRE MARQUE INC.**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:



## **Staff Report FIN2020-029**

**Title of Report:** FIN2020-029 Cemetery Update Regarding Trustee  
**Department:** Finance  
**Council Date:** November 4, 2020

### **Recommendation:**

**Be it resolved that** Council receive Staff Report FIN2020-011 for information; and  
**That** Council consider for approval By-law 2020-127, a by-law to enter into an amended agreement with Bethel Community Cemetery; and  
**That** Council consider for approval By-law 2020-128, being a by-law to enter into an amended agreement with Walker Cemetery.

### **Background:**

On December 4, 2019, Council passed the following resolution:

**Be it resolved that** Council receive Staff Report FIN2019-053 for information; and

**That** Council agrees to become the Care and Maintenance Trust Fund Trustee, if requested, for cemeteries that operates within its municipal boundaries.

On December 4, 2019, Council received Staff Report FIN2019-058 and agreed to become the Care and Maintenance Trust Fund Trustee of Bethel Community Cemetery, located at 712679 Southgate Srd 71.

On December 18, 2019, Council received Staff Report FIN2019-060 and agreed to become the Care and Maintenance Trust Fund Trustee of Walker Cemetery, located at 085795 Southgate Rd 08.

On June 3, 2020, Council received Staff Report FIN2020-011 and approved By-law 2020-054, being a by-law to enter into an agreement with Bethel Community Cemetery and By-law 2020-055 being a by-law to enter into an agreement with Walker Cemetery.

### **Staff Comments:**

The Care and Maintenance Trust Fund Trustee agreements were executed and the cemetery operators applied to the Bereavement Authority of Ontario for permission to transfer Cemetery Care and Maintenance Trust Funds to the municipality.

On October 16, 2020, the Bereavement Authority provided approval of the transfer of the Walker Cemetery Care and Maintenance funds from TD Canada Trust to the Township of Southgate.



On October 16, 2020, the Bereavement Authority emailed staff and requested clarification of Section 10 of the Bethel Community Cemetery agreement. Section 10 stated currently states the following:

**10. That** the Trustee shall pay the net income from said Cemetery Care and Maintenance Trust Fund annually to the Operator up to the amount spent by the Operator for care and maintenance during that calendar year as evidenced by a certificate of the Operator; should the Operator not withdraw any or all of the said income to which it is entitled, or should said income be in excess of that covered by the certificate for that particular year, the Trustee shall hold and reinvest the balance, if any, and such balance and the income therefrom shall be available to the Operator for care and maintenance in future years if required

The Bereavement Authority noted that:

"In accordance with the Funeral, Burial and Cremation Services Act, 2002, any earned income on the care and maintenance fund (CMF) that was not used for care and maintenance i.e. surplus income, is required to be redeposited in the CMF.

Please note that once required care and maintenance contributions are deposited in the fund or any earned interest that has not been used for maintenance has been deposited/capitalized in the CMF, the contributions and the surplus interest become part of the capital and cannot be released in the following years. The capital is to hold in the Care and Maintenance Trust Fund in perpetuity.

Staff concurred that Section 10 must be updated to comply with the Funeral, Burial and Cremation Services Act, 2002. Staff provided the following proposed update to Bereavement Authority staff:

**10. That** the Trustee shall release only current year interest income from said Cemetery Care and Maintenance Trust Fund to the Operator up to the amount spent by the Operator for care and maintenance during that calendar year as evidenced by a certificate of the Operator; should the Operator not withdraw any or all of the said income to which it is entitled, or should said income be in excess of that covered by the certificate for that particular year, the Trustee shall hold and reinvest said income in the Trust Fund and they cannot be released in future years; and

Bereavement Authority staff have confirmed that the proposed update would be sufficient and that an amended agreement with Bethel Community Cemetery containing the updated wording must be provided to them before the transfer of funds can be approved.

Therefore, staff requests that Council consider for approval By-law 2020-127, being a by-law to enter into an agreement with Bethel Community Cemetery with the amended Section 10 wording.

As the Walker Cemetery agreement contains the same Section 10 wording, staff requests that Council consider for approval By-law 2020-128, being a by-law to enter into an agreement with Walker Cemetery with the amended Section 10 wording so that it complies with the Funeral, Burial and Cremation Services Act, 2002.

**Financial Implications:**

As the transfer has been approved, a new Trust Fund for the Walker Cemetery has been set-up in the records of the municipality and will be reflected in the annual Trust Fund financial statements.

After the transfer has been approved, a new Trust Fund for the Bethel Community Cemetery will be set-up in the records of the municipality and reflected in the annual Trust Fund financial statements.

Staff anticipates the additional administrative burden will be minimal.

**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

Themes:

- Municipal Services
- Public Communications

Core Values:

- Integrity
- Stewardship

**Concluding Comments:**

The Bereavement Authority has provided approval of the transfer of the Walker Cemetery Care and Maintenance funds to the Township of Southgate.

Section 10 of the trust agreement with Bethel Community Cemetery must be updated so that it complies with the Funeral, Burial and Cremation Services Act, 2002 before the Bereavement Authority will approve of the transfer of funds to the Township of Southgate.

As the trust agreement with Walker Cemetery contains the same Section 10 wording, staff recommends that it be updated to comply with the Funeral, Burial and Cremation Services Act, 2002.

Staff requests that Council consider for approval By-law 2020-127, being a by-law to enter into an agreement with Bethel Community Cemetery containing the updated

Section 10 wording and By-law 2020-128, being a by-law to enter into an agreement with Walker Cemetery containing the updated Section 10 wording.

Respectfully Submitted,

**Dept. Head:**      ***Original Signed By***  
William Gott, Treasurer

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

**Attachments:**

None

**The Corporation of the Township of Southgate**

**By-law Number 2020-127**

**being a by-law to authorize an agreement  
between The Corporation of the Township of Southgate  
and Bethel Community Cemetery**

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

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

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

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

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

1. **That** the agreement between Bethel Community Cemetery and The Corporation of the Township of Southgate, attached hereto at Schedule A is hereby ratified and confirmed; and
2. **That** the Mayor and Clerk are authorized to sign the agreement on behalf of the Township of Southgate; and
3. **That** By-law 2020-054 is hereby repealed; and
4. **That** where the provisions of any other by-law, resolution or action of Council are inconsistent with the provisions of this by-law, the provisions of this by-law shall prevail.

**Read a first, second and third time and finally passed this 4<sup>th</sup> day of November, 2020.**

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John Woodbury – Mayor

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Lindsey Green – Clerk



THIS AGREEMENT MADE THIS 4<sup>th</sup> day of **NOVEMBER, 2020**

BETWEEN:

**Bethel Community Cemetery**

(herein called the "Operator")

OF THE FIRST PART

-and-

**The Corporation of the Township of Southgate**

(herein called the "Trustee")

OF THE SECOND PART

**Whereas** the Operator is the owner of property located in the Township of Southgate in the Province of Ontario, as follows:

CON 4 SWTSR PT LOT 208, Geographic Township of Proton, alternately described as 712679 Southgate Sideroad 71, in the Township of Southgate, County of Grey; and

**Whereas** the Operator has developed the said lands for cemetery use; and

**Whereas** the Operator is licensed to sell rights to use lots in the said cemetery exclusively for the interment of human remains; and

**Whereas** under s.53 of the Funeral, Burial, and Cremation Service Act, 2002, the Operator is required to deposit a portion of the purchase price into a Cemetery Care and Maintenance Fund; and

**Whereas** the Operator has requested the Trustee to act as Trustee of the said Cemetery Care and Maintenance Fund pursuant to s.53 (7) of Funeral, Burial, and Cremation Services Act, 2002, which the Trustee has agreed to do, in accordance with the terms hereof,

**Now therefore be it resolved that** in consideration of the premises and the covenants and agreements herein contained, it is agreed between the Parties hereto as follows,

1. **That** the Operator hereby establishes with the Trustee hereunder a Cemetery Care and Maintenance Trust Fund, a fund which is separate and apart from all other funds, properties or securities belonging to the said Operator, to be forever conserved for the care and maintenance of the said cemetery property, together with the mausoleum and garden crypts, buildings and appurtenances, and any extensions or enlargements thereof; and
2. **That** the Operator shall deposit or cause to be deposited with the Trustee hereunder, as and when Certificates of Easement conveying burial rights in the said Cemetery are hereafter issued to purchasers pursuant to contracts for interment rights in presently

unsold lots, crypts, niches, etc., moneys equivalent in amount to the percentage (as provided in the Tariff Schedule) of the principal sum or contract price of such lots, crypts, niches, etc., in every case in which said principal sum or contract price has been paid in full. However, when said principal sum or contract price has not been paid in full within one year from date of contract, upon expiry of the said year the Operator, in discharge of its commitment to the Fund for the said contract, shall deposit with the Trustee, from payments received from the purchaser, such moneys as would be due the Cemetery Care and Maintenance Trust Fund if the contract price had in fact been paid in full, as above provided. Similarly, the Operator shall deposit or cause to be deposited with the Trustee hereunder the amount as provided in the Tariff Schedule upon the installation of each adult memorial. It is understood that the Operator will provide to the Trustee sufficient information in writing to verify the correctness of all payments due to or deposited with it hereunder; and

3. **That** the Operator may, if it so desires, deposit or cause to be deposited additional moneys with the Trustee hereunder. The Trustee is authorized to accept gifts and bequests of money or property to the said Cemetery Care and Maintenance Trust Fund from any source, to be subject to the terms of this trust; and
4. **That** all moneys deposited with the Trustee and all property transferred or conveyed to the Trustee shall become and constitute the principal of the Cemetery Care and Maintenance Trust Fund hereby created, to be held and administered by the Trustee, subject to the provisions hereof; and
5. **That** the Trustee shall in no manner be responsible for or charged with the duty of collecting any money or property from the said Operator, or any other person or corporation; and
6. **That** the fund hereby established shall be known as the "Bethel Community Cemetery Care and Maintenance Trust Fund,"; and
7. **That** all moneys deposited with the Trustee hereunder shall be received by it for the purpose of the Cemetery Care and Maintenance Trust Fund, and, despite subsection 27(9) of the Trustee Act, 1990, the Trustee shall not make investments with money that the Funeral, Burial, and Cremation Service Act, 2002 is required to hold in trust if the investments would contravene the standards for investments required under subsection 27(2) of the Trustee Act; and  
**That** the Trustee shall not be liable for any loss that may happen to the Cemetery Care and Maintenance Trust Fund of the Operator in connection with any such investments made by them in good faith; and  
**That** the Trustee agrees to review annually with the Operator the investments and the investment policy of Cemetery Care and Maintenance Trust Fund; and
8. **That** the Trustee shall manage the trust fund hereby established pursuant to the powers conferred upon Trustees by the Trustee Act, 1990; and
9. **That** the solicitor of the Trustee shall be employed from time to time by the Trustee as solicitor for this Cemetery Care and Maintenance Trust Fund in all matters relating to the investment of the funds where legal services may be required; and
10. **That** the Trustee shall release only current year interest income from said Cemetery Care and Maintenance Trust Fund to the Operator up to the amount spent by the

Operator for care and maintenance during that calendar year as evidenced by a certificate of the Operator; should the Operator not withdraw any or all of the said income to which it is entitled, or should said income be in excess of that covered by the certificate for that particular year, the Trustee shall hold and reinvest said income in the Trust Fund and they cannot be released in future years; and

11. **That** in the event, at any time hereafter, there is no person, firm or corporation lawfully in actual possession, management and operation of said cemetery, or there is dispute, question or uncertainty as to what person, firm or corporation, if any, is lawfully in actual possession management and operation of said Operator, the Trustee shall hold the Cemetery Care and Maintenance Trust Fund and the income therefrom subject to payment of the income upon order of a Judge of a Court of competent jurisdiction, made upon application to the said Court by any person or corporation having an interest in the Cemetery Care and Maintenance Trust Fund of the said Operator; and
12. **That** the Trustee agrees to keep a true and correct account of all receipts and disbursements made by it hereunder and agrees to furnish to the Operator, its successor or assigns, and also to the person, firm or corporation lawfully in actual possession, management and control of said Operator, annual statements of account showing all such receipts and disbursements during the period covered and an inventory of assets. Such accounts and inventory shall be deemed to be accounts stated, accepted and approved except as to any items appearing or by inference included therein to which written objections are made to the Trustee within sixty (60) days from the mailing of said statement; and
13. **That** this Cemetery Care and Maintenance Trust Fund is hereby declared to be irrevocable, except on 60 days notice of termination by either the Trustee or the Operator, approved by the Bereavement Authority of Ontario; and
14. **That** it is understood and agreed by the parties hereto that no advertising shall be used in connection with the sale of the lots, crypts, niches, etc. of the said Operator, in which the Trustee is named or referred to, unless the same shall first have been submitted to and approved by the Trustee; and
15. **That** the Trustee may retain and reimburse itself out of the income therefrom of Cemetery Care and Maintenance Trust Fund for all costs, charges and expenses of or incidental to the administration of Cemetery Care and Maintenance Trust Fund or in relation thereto in accordance with the tariff of costs set out as the First Schedule to this agreement; and
16. **That** the tariff of costs set out in Schedule A shall be subject to review at the request of the Trustee or at the request of the Operator but the party requesting the revision of the tariff of costs shall give notice of its request to the other party not less than 60 days before the intended effective date of the revision requested; and
17. **That** the Operator agrees to bring to the attention of the Trustee any new statute or regulations which may affect the provisions of this agreement and should the Operator fail so to do the Trustee shall not be responsible for any payments made contrary to or any acts at variance with the provisions of such statutory regulations; and
18. **That** for any extraordinary services not presently contemplated by the Parties, the Trustee shall be entitled to reasonable additional compensation and out-of-pocket disbursements. Until such time as income from the Cemetery Care and Maintenance

Trust Fund is sufficient to pay the said compensations, any deficiency therein shall be paid each year to the Trustee by the Operator; and

19. **That** neither the principal nor income of this Cemetery Care and Maintenance Trust Fund shall be subject to the claims of the Operator's creditors or to legal process, except as such claims arise from normal and proper execution of the Cemetery Care and Maintenance Trust Fund; and
20. **That** notwithstanding that this Cemetery Care and Maintenance Trust Fund is irrevocable, or any successor Trustee may resign and discharge itself of the duties and obligations of Trustee by giving the Operator or its successors or assigns, sixty (60) days notice in writing before such resignation shall take effect, PROVIDED, however, that such resignation shall be accompanied by a complete and satisfactory accounting to the Operator, its successors or assigns, of the status and condition of the Cemetery Care and Maintenance Trust Fund at that time and the transferring to the successor Trustee of all assets then belonging to said Cemetery Care and Maintenance Trust Fund. This clause shall not relieve the Trustee from any liability for mismanagement which would otherwise be imposed by law; and
21. **That** in the event of the resignation of the said Trustee hereunder, pursuant to the provisions of the preceding paragraph, the Operator, its successors or assigns, shall appoint a successor Trustee, but in the event of failure so to do within a period of sixty (60) days after written notice to said Operator, its successors or assigns, of the intention of said Trustee to resign, said Trustee may apply to a Court of competent jurisdiction for the appointment of a successor Trustee. Any such successor Trustee shall have and incur the rights, duties and obligation of the Trustee hereunder. The resigning Trustee shall render a full, true and correct accounting to such successor Trustee; and
22. **That** the Trustee, by acceptance of this Cemetery Care and Maintenance Trust Fund and the execution of this agreement, accepts no responsibility and in no way shall be called to account by any person for any Cemetery Care and Maintenance Trust Fund previously established for this said property and held or operated by any person as Trustee thereof, other than to account for any capital in any such Cemetery Care and Maintenance Trust Fund which may be paid over to it by any such Trustee. And in the event of the receipt by it of any such fund the same shall be added to this Care Fund Trust and invested and managed pursuant to the terms hereof; and
23. **That** the Operator may, on its own initiative, apply to the Bereavement Authority of Ontario, for authority to appoint a successor Trustee to be the depository of trust funds under this Agreement. When the approval of the Bereavement Authority of Ontario has been obtained and the Operator has notified the predecessor Trustee under this Agreement of the successor Trustee, the predecessor Trustee shall, within 60 days of such notice, transfer to the successor Trustee all assets then belonging to the Cemetery Care and Maintenance Trust Fund together with a full, true and correct accounting of the Cemetery Care and Maintenance Trust Fund; the receipt by the successor Trustee of these assets and accounting shall constitute a complete release of the predecessor Trustee from all obligations under this Agreement except any existing successor Trustee shall have the rights and incur the responsibilities and obligations of the Trustee under this Agreement but shall in no way be accountable for the previous administration of the Cemetery Care and Maintenance Trust Fund other than to account for the actual assets received from the predecessor Trustee; and



24. **That** in the event the name of the said Operator's property is changed at any subsequent time or times, the new name, shall be substituted therefore throughout this agreement.

**In Witness Whereof**, this instrument has been executed by the duly authorized officers of the parties hereto, and their respective corporate seals affixed hereto, on the day and year first above written.

**OWNER OF AND ON BEHALF OF THE BETHEL COMMUNITY CEMETERY  
(OPERATOR)**

**DATED:** \_\_\_\_\_

**PER:** \_\_\_\_\_

**PER:** \_\_\_\_\_

**THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE  
(TRUSTEE)**

**DATED:** \_\_\_\_\_

**PER:** \_\_\_\_\_  
John Woodbury – Mayor

**PER:** \_\_\_\_\_  
Lindsey Green – Clerk

## **SCHEDULE A**

### **TARIFF OF COSTS**

1. Annual fee of 0% of the income earned by the Cemetery Care and Maintenance Trust Fund plus of 0% based upon the average annual market value of the Cemetery Care and Maintenance Fund; and
2. Closing out fee upon termination or winding up of the Cemetery Care and Maintenance Trust Fund of the Cemetery; and
3. Will be entitled to reimbursement for any out-of-pocket expenses incurred in administering this agreement.

**The Corporation of the Township of Southgate**

**By-law Number 2020-128**

**being a by-law to authorize an agreement  
between The Corporation of the Township of Southgate  
and Walker Cemetery**

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

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

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

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

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

1. **That** the agreement between Walker Cemetery and The Corporation of the Township of Southgate, attached hereto at Schedule A is hereby ratified and confirmed; and
2. **That** the Mayor and Clerk are authorized to sign the agreement on behalf of the Township of Southgate; and
3. **That** By-law 2020-055 is hereby repealed; and
4. **That** where the provisions of any other by-law, resolution or action of Council are inconsistent with the provisions of this by-law, the provisions of this by-law shall prevail.

**Read a first, second and third time and finally passed this 4<sup>th</sup> day of  
November, 2020.**

---

John Woodbury – Mayor

---

Lindsey Green – Clerk



THIS AGREEMENT MADE THIS 4<sup>th</sup> day of **NOVEMBER, 2020**

BETWEEN:

**Walker Cemetery**

(herein called the "Operator")

OF THE FIRST PART

-and-

**The Corporation of the Township of Southgate**

(herein called the "Trustee")

OF THE SECOND PART

**Whereas** the Operator is the owner of property located in the Township of Southgate in the Province of Ontario, as follows:

CON 5 PT LOT 21 RP 16R9093, PARTS 1 and 3, Geographic Township of Proton, alternately described as 085795 Southgate Road 08, in the Township of Southgate, County of Grey; and

**Whereas** the Operator has developed the said lands for cemetery use; and

**Whereas** the Operator is licensed to sell rights to use lots in the said cemetery exclusively for the interment of human remains; and

**Whereas** under s.53 of the Funeral, Burial, and Cremation Service Act, 2002, the Operator is required to deposit a portion of the purchase price into a Cemetery Care and Maintenance Fund; and

**Whereas** the Operator has requested the Trustee to act as Trustee of the said Cemetery Care and Maintenance Fund pursuant to s.53 (7) of Funeral, Burial, and Cremation Services Act, 2002, which the Trustee has agreed to do, in accordance with the terms hereof,

**Now therefore be it resolved that** in consideration of the premises and the covenants and agreements herein contained, it is agreed between the Parties hereto as follows,

1. **That** the Operator hereby establishes with the Trustee hereunder a Cemetery Care and Maintenance Trust Fund, a fund which is separate and apart from all other funds, properties or securities belonging to the said Operator, to be forever conserved for the care and maintenance of the said cemetery property, together with the mausoleum and garden crypts, buildings and appurtenances, and any extensions or enlargements thereof; and
2. **That** the Operator shall deposit or cause to be deposited with the Trustee hereunder, as and when Certificates of Easement conveying burial rights in the said Cemetery are

hereafter issued to purchasers pursuant to contracts for interment rights in presently unsold lots, crypts, niches, etc., moneys equivalent in amount to the percentage (as provided in the Tariff Schedule) of the principal sum or contract price of such lots, crypts, niches, etc., in every case in which said principal sum or contract price has been paid in full. However, when said principal sum or contract price has not been paid in full within one year from date of contract, upon expiry of the said year the Operator, in discharge of its commitment to the Fund for the said contract, shall deposit with the Trustee, from payments received from the purchaser, such moneys as would be due the Cemetery Care and Maintenance Trust Fund if the contract price had in fact been paid in full, as above provided. Similarly, the Operator shall deposit or cause to be deposited with the Trustee hereunder the amount as provided in the Tariff Schedule upon the installation of each adult memorial. It is understood that the Operator will provide to the Trustee sufficient information in writing to verify the correctness of all payments due to or deposited with it hereunder; and

3. **That** the Operator may, if it so desires, deposit or cause to be deposited additional moneys with the Trustee hereunder. The Trustee is authorized to accept gifts and bequests of money or property to the said Cemetery Care and Maintenance Trust Fund from any source, to be subject to the terms of this trust; and
4. **That** all moneys deposited with the Trustee and all property transferred or conveyed to the Trustee shall become and constitute the principal of the Cemetery Care and Maintenance Trust Fund hereby created, to be held and administered by the Trustee, subject to the provisions hereof; and
5. **That** the Trustee shall in no manner be responsible for or charged with the duty of collecting any money or property from the said Operator, or any other person or corporation; and
6. **That** the fund hereby established shall be known as the "Walker Cemetery Care and Maintenance Trust Fund,"; and
7. **That** all moneys deposited with the Trustee hereunder shall be received by it for the purpose of the Cemetery Care and Maintenance Trust Fund, and, despite subsection 27(9) of the Trustee Act, 1990, the Trustee shall not make investments with money that the Funeral, Burial, and Cremation Service Act, 2002 is required to hold in trust if the investments would contravene the standards for investments required under subsection 27(2) of the Trustee Act; and  
**That** the Trustee shall not be liable for any loss that may happen to the Cemetery Care and Maintenance Trust Fund of the Operator in connection with any such investments made by them in good faith; and  
**That** the Trustee agrees to review annually with the Operator the investments and the investment policy of Cemetery Care and Maintenance Trust Fund; and
8. **That** the Trustee shall manage the trust fund hereby established pursuant to the powers conferred upon Trustees by the Trustee Act, 1990; and
9. **That** the solicitor of the Trustee shall be employed from time to time by the Trustee as solicitor for this Cemetery Care and Maintenance Trust Fund in all matters relating to the investment of the funds where legal services may be required; and

10. **That** the Trustee shall release only current year interest income from said Cemetery Care and Maintenance Trust Fund to the Operator up to the amount spent by the Operator for care and maintenance during that calendar year as evidenced by a certificate of the Operator; should the Operator not withdraw any or all of the said income to which it is entitled, or should said income be in excess of that covered by the certificate for that particular year, the Trustee shall hold and reinvest said income in the Trust Fund and they cannot be released in future years; and
11. **That** in the event, at any time hereafter, there is no person, firm or corporation lawfully in actual possession, management and operation of said cemetery, or there is dispute, question or uncertainty as to what person, firm or corporation, if any, is lawfully in actual possession management and operation of said Operator, the Trustee shall hold the Cemetery Care and Maintenance Trust Fund and the income therefrom subject to payment of the income upon order of a Judge of a Court of competent jurisdiction, made upon application to the said Court by any person or corporation having an interest in the Cemetery Care and Maintenance Trust Fund of the said Operator; and
12. **That** the Trustee agrees to keep a true and correct account of all receipts and disbursements made by it hereunder and agrees to furnish to the Operator, its successor or assigns, and also to the person, firm or corporation lawfully in actual possession, management and control of said Operator, annual statements of account showing all such receipts and disbursements during the period covered and an inventory of assets. Such accounts and inventory shall be deemed to be accounts stated, accepted and approved except as to any items appearing or by inference included therein to which written objections are made to the Trustee within sixty (60) days from the mailing of said statement; and
13. **That** this Cemetery Care and Maintenance Trust Fund is hereby declared to be irrevocable, except on 60 days notice of termination by either the Trustee or the Operator, approved by the Bereavement Authority of Ontario; and
14. **That** it is understood and agreed by the parties hereto that no advertising shall be used in connection with the sale of the lots, crypts, niches, etc. of the said Operator, in which the Trustee is named or referred to, unless the same shall first have been submitted to and approved by the Trustee; and
15. **That** the Trustee may retain and reimburse itself out of the income therefrom of Cemetery Care and Maintenance Trust Fund for all costs, charges and expenses of or incidental to the administration of Cemetery Care and Maintenance Trust Fund or in relation thereto in accordance with the tariff of costs set out as the First Schedule to this agreement; and
16. **That** the tariff of costs set out in Schedule A shall be subject to review at the request of the Trustee or at the request of the Operator but the party requesting the revision of the tariff of costs shall give notice of its request to the other party not less than 60 days before the intended effective date of the revision requested; and
17. **That** the Operator agrees to bring to the attention of the Trustee any new statute or regulations which may affect the provisions of this agreement and should the Operator fail so to do the Trustee shall not be responsible for any payments made contrary to or any acts at variance with the provisions of such statutory regulations; and

18. **That** for any extraordinary services not presently contemplated by the Parties, the Trustee shall be entitled to reasonable additional compensation and out-of-pocket disbursements. Until such time as income from the Cemetery Care and Maintenance Trust Fund is sufficient to pay the said compensations, any deficiency therein shall be paid each year to the Trustee by the Operator; and
19. **That** neither the principal nor income of this Cemetery Care and Maintenance Trust Fund shall be subject to the claims of the Operator's creditors or to legal process, except as such claims arise from normal and proper execution of the Cemetery Care and Maintenance Trust Fund; and
20. **That** notwithstanding that this Cemetery Care and Maintenance Trust Fund is irrevocable, or any successor Trustee may resign and discharge itself of the duties and obligations of Trustee by giving the Operator or its successors or assigns, sixty (60) days notice in writing before such resignation shall take effect, PROVIDED, however, that such resignation shall be accompanied by a complete and satisfactory accounting to the Operator, its successors or assigns, of the status and condition of the Cemetery Care and Maintenance Trust Fund at that time and the transferring to the successor Trustee of all assets then belonging to said Cemetery Care and Maintenance Trust Fund. This clause shall not relieve the Trustee from any liability for mismanagement which would otherwise be imposed by law; and
21. **That** in the event of the resignation of the said Trustee hereunder, pursuant to the provisions of the preceding paragraph, the Operator, its successors or assigns, shall appoint a successor Trustee, but in the event of failure so to do within a period of sixty (60) days after written notice to said Operator, its successors or assigns, of the intention of said Trustee to resign, said Trustee may apply to a Court of competent jurisdiction for the appointment of a successor Trustee. Any such successor Trustee shall have and incur the rights, duties and obligation of the Trustee hereunder. The resigning Trustee shall render a full, true and correct accounting to such successor Trustee; and
22. **That** the Trustee, by acceptance of this Cemetery Care and Maintenance Trust Fund and the execution of this agreement, accepts no responsibility and in no way shall be called to account by any person for any Cemetery Care and Maintenance Trust Fund previously established for this said property and held or operated by any person as Trustee thereof, other than to account for any capital in any such Cemetery Care and Maintenance Trust Fund which may be paid over to it by any such Trustee. And in the event of the receipt by it of any such fund the same shall be added to this Care Fund Trust and invested and managed pursuant to the terms hereof; and
23. **That** the Operator may, on its own initiative, apply to the Bereavement Authority of Ontario, for authority to appoint a successor Trustee to be the depository of trust funds under this Agreement. When the approval of the Bereavement Authority of Ontario has been obtained and the Operator has notified the predecessor Trustee under this Agreement of the successor Trustee, the predecessor Trustee shall, within 60 days of such notice, transfer to the successor Trustee all assets then belonging to the Cemetery Care and Maintenance Trust Fund together with a full, true and correct accounting of the Cemetery Care and Maintenance Trust Fund; the receipt by the successor Trustee of these assets and accounting shall constitute a complete release of the predecessor Trustee from all obligations under this Agreement except any existing successor Trustee shall have the rights and incur the responsibilities and

obligations of the Trustee under this Agreement but shall in no way be accountable for the previous administration of the Cemetery Care and Maintenance Trust Fund other than to account for the actual assets received from the predecessor Trustee; and

24. **That** in the event the name of the said Operator's property is changed at any subsequent time or times, the new name, shall be substituted therefore throughout this agreement.

**In Witness Whereof**, this instrument has been executed by the duly authorized officers of the parties hereto, and their respective corporate seals affixed hereto, on the day and year first above written.

**OWNER OF AND ON BEHALF OF THE WALKER CEMETERY  
(OPERATOR)**

**DATED:** \_\_\_\_\_

**PER:** \_\_\_\_\_

**PER:** \_\_\_\_\_

**THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE  
(TRUSTEE)**

**DATED:** \_\_\_\_\_

**PER:** \_\_\_\_\_  
John Woodbury – Mayor

**PER:** \_\_\_\_\_  
Lindsey Green – Clerk



## **SCHEDULE A**

### **TARIFF OF COSTS**

1. Annual fee of 0% of the income earned by the Cemetery Care and Maintenance Trust Fund plus of 0% based upon the average annual market value of the Cemetery Care and Maintenance Fund; and
2. Closing out fee upon termination or winding up of the Cemetery Care and Maintenance Trust Fund of the Cemetery; and
3. Will be entitled to reimbursement for any out-of-pocket expenses incurred in administering this agreement.

## **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](http://www.southgate.ca)

## **Staff Report CAO2020-065**

**Title of Report:** Request for Second Entrance-Bob Harris Report

**Department:** Administration

**Council Date:** November 4, 2020

### **Council Recommendation:**

**Be it resolved that** Council receive Staff Report CAO2020-065 as information; and **That** Council consider a reconsideration of the Bob Harris entrance approval to ensure compliance with policies and to prevent future compliance issues.

### **Background:**

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

Mr. Harris has approached the Township requesting a second entrance to the property from Southgate Sideroad 41 to access a new build shop/detached garage. Public Works denied the request based on a consistent response to similar requests for a second residential entrance and because the lot is part of a plan of subdivision development that was approved. The County of Grey placed a one foot reserve on both lots of the subdivision that have frontage Southgate Sideroad 41 (formerly County Road 106) to control the number of access points onto a busy roadway.

At the August 5, 2020 Council Delegation by Mr. Harris's Planner, Don Scott of Cuesta Planning Consultants submitted the argument that the Southgate Sideroad 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.

At the October 7, 2020 Council meeting the following resolutions was approved by Council:

**Moved By** Councillor Rice; **Seconded By** Councillor Shipston;

**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.

Yay (3): Mayor Woodbury, Councillor Dobreen, and Councillor Shipston

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

No. 2020-423 **Failed (3 to 4)**

Deputy Mayor Milne moved the following motion.  
Mayor Woodbury requested a recorded vote on the motion.

**Moved By** Deputy Mayor Milne **Seconded By** Councillor Rice

**Be it resolved that** Council approve Mr. Robert Harris's request for a second entrance on his residential property on Southgate Road 41.

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

Nay (2): Councillor Dobreen, and Councillor Shipston

No. 2020-424 **Carried (5 to 2)**

**Staff Comments:**

Some of the staff concerns and local issues raised related to entrance approval process got lost with the length of time the process took to hear from Mr. Harris and his consultant. Someone made the comment that they drove by and it looked okay. Staff are not concerned about what it looks like yesterday and today, we are very concerned about what it will look like tomorrow and how it will impact policy, future use compliance and how we will have to deal with the community concerns for future intended use by the property owner. Will the entrance permit be leverage to start the creation of a new residential lot as a person in that area believes or a place for his commercial business enterprise as a neighbour has suggested? We should determine this now and do the proper planning and not try to figure this out after the entrance is in place.

➤ **Mr. Harris contends that there is not enough room to access the back yard from Harris Crescent.**

The house has a large footprint with an angled three car garage attached to the house which meets with zoning standards. Public works have indicated that with the removal of some trees a 6m access is a sufficient width to access the back yard. We now find out that this is now a problem caused by Mr. Harris. We found out by Mr. Harris's own admission that the house was constructed 3 meters closer to the west property line than it should have been and is not in compliance with zoning. The exterior side yard zoning requirement for a rural residential lot is 6 meters (19.68 ft). Therefore, if the house was built where it should have been on a functional basis, there is no need for the requested second entrance.

Because of the inconsistency of the site information, the CAO asked CBO Bev Fisher to visit the property to look at side yard measurements on both sides of the house and the size of the garden shed since we have no permit on file for this structure. What was found is the west property setback is approximately 19.5 feet (close to 6m) with a 100 foot wide road allowance. The east property setback is 6.5 feet (2m). Since these are both too close to property line we should require a survey to verify the location of the house on the property and confirm compliance or non-compliance for the property file and future zoning compliance requests. Mr. Harris made the admission of being less than 6m so we should request he complete and pay for a survey of

as built. The existing garden shed that was constructed on the property is over the permit exemption size and was constructed without a building permit. The CBO will be contacting Mr. Harris to rectify this matter.

➤ ***Neighbour is already concerned that this will become a commercial building use.***

The property is currently Zoned R5 Residential and the uses and structures that are permitted are those of a residential type use. If this is not assured in some fashion this will become a By-law Enforcement issue either now or with future owners with a building this large in a residential backyard. We should have the question answered by Mr. Harris as to what his real plans are for intended use of a 36 foot deep wide by 45 foot long building on a residential lot when he already has a 3 car garage and a garden shed on the property.

The present zoning on these properties is R5 (rural residential) with residential estate homes being constructed that the property owners invested significant money into with the understanding and established approvals that they would not have any conflict with other commercial or industrial uses, except for abutting agriculture lands that were pre-existing to this development.

The R5 zoning only allows for a Home Occupation on the property with the following definition:

**"Home Occupation"** means an occupation conducted entirely within a dwelling on the same lot only by the occupant(s) of the dwelling, subject to the following conditions:

It is common knowledge in the community that Mr. Harris owns a foundation/concrete construction contractor company and is currently parking his vehicle(s) on site. Running a business on this property will become a By-law issue since this issue has already been raised and will be harder to gain compliance when a complaint is generated. As we know already, we have a neighbour concerned about this very issue and the impact it will have on their property value. Mr. Harris should be made aware of this consequence if compliance with his property zoning is not followed in future.

➤ **At the October 7, 2020 Council meeting, staff raised the issue of commercial use zoning would justify the second entrance because of increased taxation.**

What may have got missed in that discussion is the future cost of maintaining and replacing the second entrance culvert is the Township's responsibility and Southgate now takes on that responsibility based on residential taxation rates.

➤ **Mr. Scott reported in his presentation suggested "that removing the one foot reserve is no longer required and a second entrance would not harm anything".**

This is Mr. Scott's opinion and is not based on real facts or data to back up his statement or good planning rationale. Good planning is important to

eliminate or mitigate conflicts and risk before they are created. The County of Grey put the one foot reserve in place for a reason. They have this policy to manage the placement of entrances for residential properties where they are unnecessary or create conflicts. This is still a busy road and historical traffic volumes have not changed on Sideroad 41 compared to when it was a County roadway. It is important know that the road section Sideroad 39 between Holstein and Hwy #6 was converted to become the new County Road 109 because of historical higher use of the roadway and that more direct route and connection link to Mount Forest from County Road 9.

➤ **Number of entrances onto Sideroad 41 is already an issue for public safety.**

The Harris rural residential subdivision and Harris Crescent was created to allow one entrance onto Sideroad Road #41 instead of 7 residential property entrances.

At the present time there are a significant number entrance in this area already. Southgate Sideroad #41 has 15 entrances 1 km to the north and 17 entrances 1 km to the south that does not include 2 lots of record.

Southgate's Planner stated in an earlier report on this file the following:

"From a good planning principles perspective, 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."

➤ **What about the future expenses to create this entrance and an agreement to address costs and concerns?**

The Township has no agreement with Mr. Harris to create this entrance because of the one foot restriction. Staff has no direction on who is to pay all the fees to deal with this transaction over and above a normal entrance permit fee and inspection. The dealing with the one foot reserve removal will have legal costs of doing the transfer, possibly a property survey and amalgamation of properties by a lawyer.

Further staff feel an agreement should include the following to provide clarity of costs because of the past history with incorrect placement of the residence on the property that is not in compliance with 6 meter setback:

- i. A detailed site plan of the new building location to ensure by-law compliance with property line setbacks and lot coverage;
- ii. Restrictions of no outside storage on the property;
- iii. Requirement to make an application for zoning change prior to issuance of entrance or building permit if the use is to be for commercial purposes; or

- iv. A residential use commitment of this new building or an acceptance that Township may act immediately to remedy the non-compliance removal of items that are not for residential uses through immediate issuance of Order and the powers of the Courts with By-law Enforcement costs to be assigned; and
- v. That Mr. Harris accepts all legal costs in relation to closing a portion or all of the one foot reserve.

➤ **Precedent versus Good Policy discussion:**

- Does Council really want every person that wants a second residential entrance to present before Council, or
- Should we be considering prescriptive policy that manages and deals with these issues with a detailed process and justification that does not create conflicts or risk.
- When we consider the amount of valuable Council time spent during multiple Council meetings to discuss and debate this file it outweighs the cost of an entrance permit.
- 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 their own merits.
- Southgate staff also reviewed how some other Municipalities in Grey County handle multiple entrances and the municipalities of Grey Highlands, Georgian Bluffs, Chatsworth and Grey County all prohibit second entrances. West Grey, Meaford and Blue Mountains have had some requests and have a specific restriction related to the safety of the entrance.
- Should we provide more information on what Policy should look like or attach the Grey Highlands document?

**Financial Impact or Long-Term Implications**

The present financial impact to the municipality as a result of this report will depend the legal costs we pass on to Mr. Harris related to this entrance costs and the removal of the one foot reserve. The entrance permit fees will not cover these costs. Staff recommend an agreement to cover these expenses.

The future financial impact will depend on the type of use the property owner uses this new structure for, complaints that we may receive and the By-law enforcement requirement to gain compliance.

**Communications & Community Action Plan Impact:**

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

**Concluding Comments**

1. That Council receive staff report CAO2020-0065 as information.

2. That Council provide direction to staff on reconsideration of the entrance approval based on the information in this report and if we should proceed with developing an agreement with Mr. Harris to deal with costs, location of the house on the property, new building setbacks from property, compliance with out building lot coverage, future planning/zoning approvals for what he wants to accomplish and future use commitments.
3. Township staff all still agree and do not recommend that a second entrance be permitted for the following reasons:
  - i. Unless it goes through a proper process to provide zoning approval for the intended use(s) so this does not evolve into a future By-law concern.
  - ii. A normal residential use does not justify this entrance permitting, considering a 3 vehicle garage as part of the residence build and an existing garden shed that has been constructed without a permit;
  - iii. This residential subdivision was created with a crescent design to restrict the number of accesses points to Road #41 to one entrance and why the County required a one foot reserve to maintain that restriction;
  - iv. The conflict of such a large building (46' x 36') in a residentially zoned development;
  - v. The Road #41 traffic counts and the number of existing entrance in this area; and
  - vi. The precedent that this will establish for future residential second entrance requests.

Respectfully Submitted,

**CAO approval:** Original Signed By

Dave Milliner – CAO

[dmilliner@southgate.ca](mailto:dmilliner@southgate.ca) 923-2110 x210

- Attachment 1 – Bob Harris property Registered Plan
- Attachment 2 – Bob Harris property Aerial Photo
- Attachment 3 – Bob Harris property Site Plan drawing

# GREY COMMON ELEMENTS CONDOMINIUM PLAN NO. 93

## LEVEL 1

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

*A. Novak*  
REPRESENTATIVE FOR LAND REGISTRAR

## SURVEYOR'S CERTIFICATE

I CERTIFY THAT:  
1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE  
CONDOMINIUM ACT, 1998, THE SURVEYS ACT, THE SURVEYORS ACT AND  
THE LAND TITLES AND THE REGULATIONS MADE UNDER THEM.  
2. THE SURVEY WAS COMPLETED ON THE 20th DAY OF JUNE, 2011.

November 4, 2011  
DATED

*Ronald F. Dore*  
RONALD F. DORE  
ONTARIO LAND SURVEYOR

DECLARATION REGISTERED AS No. G457181

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

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

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

PLAN OF SURVEY  
OF

## BLOCKS 10 AND 11 REGISTERED PLAN 16M-35

GEOGRAPHIC OF TOWNSHIP OF EGREMONT  
TOWNSHIP OF SOUTHGATE  
COUNTY OF GREY

R. F. DORE SURVEYING LTD.

SCALE 1:1000

0 5 10 20 30 40 METRES

## LEGEND

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

## NOTE

UTM GRID BEARING, DERIVED FROM OBSERVED REFERENCE POINTS A AND B,  
BY REAL TIME NETWORK (RTN) OBSERVATIONS, UTM ZONE 17, NAD83 (CSRS) (1997.0)  
HAVING A GRID BEARING OF N9°29'35"W

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

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

OBSERVED REFERENCE POINTS (ORPs): UTM ZONE 17, NAD83 (CSRS) (1997.0).  
COORDINATES TO RURAL ACCURACY PER SEC. 14 (2) OF OREG. 216/10

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

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

## CERTIFICATE OF DECLARANT

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

DECLARANT:

1530999 ONTARIO LIMITED

DATED AT KINCARDINE THIS 28 DAY OF November, 2011.

*Robert Harris*  
ROBERT HARRIS  
I HAVE THE AUTHORITY TO BIND THE CORPORATION.

THIS FINAL CONDOMINIUM PLAN IS APPROVED UNDER THE  
CONDOMINIUM ACT BY THE COUNTY OF GREY, AS PER SEC 9(7) AND EXEMPTED  
UNDER SECTION 51(50) OF THE PLANNING ACT, RSO 1990 AS AMENDED.

DATED THIS 1 DAY OF December, 2011.

*Ray S.*  
DIRECTOR OF PLANNING & DEVELOPMENT,  
COUNTY OF GREY

R. F. DORE SURVEYING LTD.

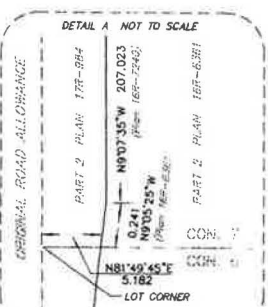
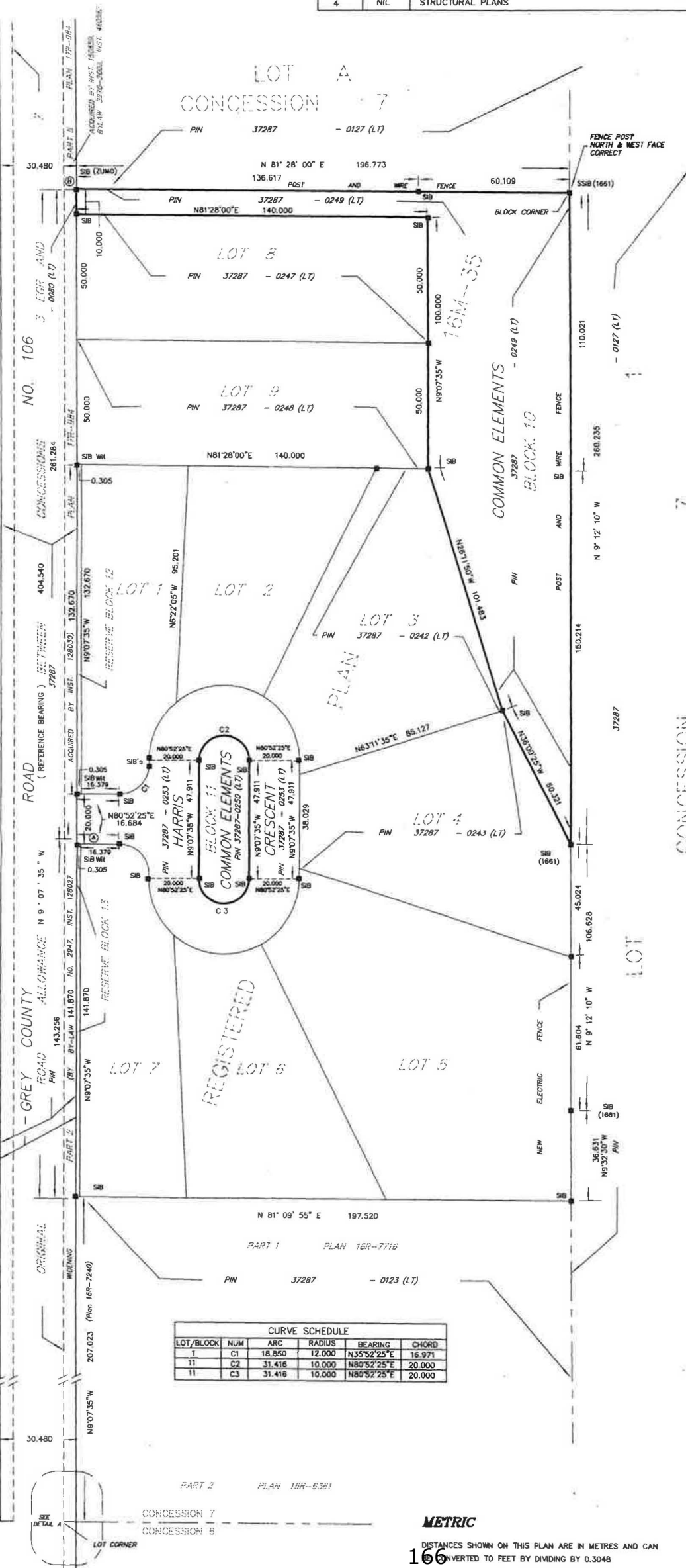
ONTARIO LAND SURVEYOR  
932 QUEEN STREET, KINCARDINE, ONTARIO  
N2Z 2Y9  
(519) 396-3484

*RD*  
O.L.S.

SCALE: 1:1000

FILE NO. 107247 C

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



ORIGINAL ROAD ALLOWANCE  
BETWEEN LOTS 63 AND 64

METRIC

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





### Legend

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

### Notes

0 0 0 0 Kilometers

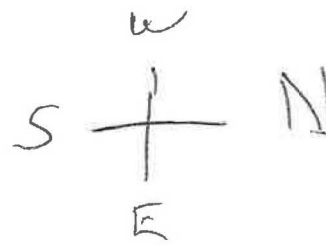
WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
© County of Grey



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

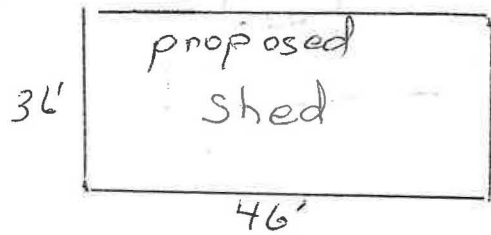
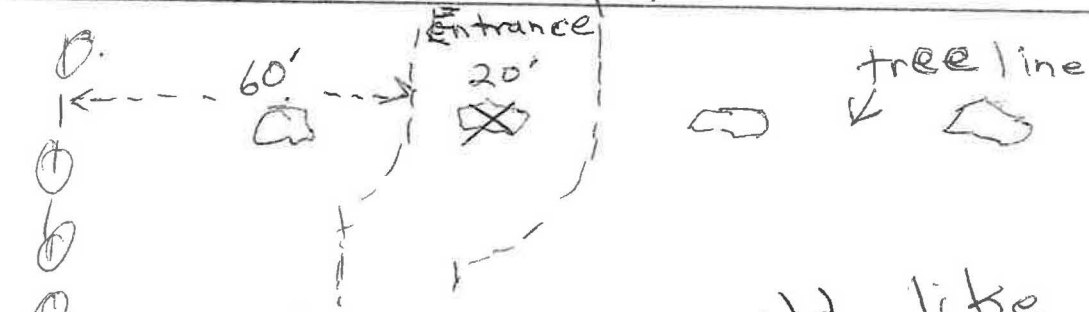
Printed January 16, 2020

THIS MAP IS NOT TO BE USED FOR NAVIGATION



Southgate SRD 41

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411321

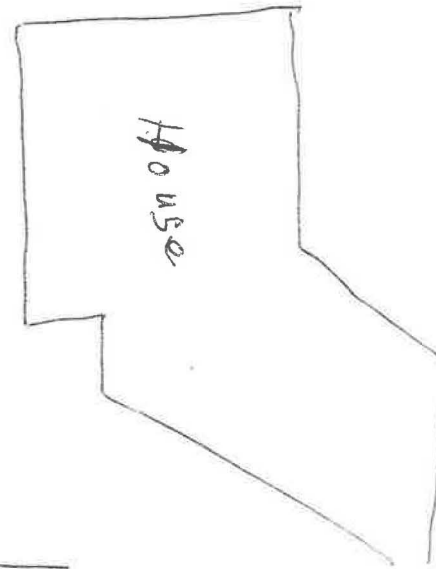


would like  
on site meeting

Thanks



Bob Harris



Property  
line

## **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](http://www.southgate.ca)

## **Staff Report CAO2020-066**

**Title of Report:** Flato West Block 75 Senior Apartment Project – Southgate  
Development Charges Payment Schedule

**Department:** Administration

**Council Date:** November 4, 2020

### **Council Recommendation:**

**Be it resolved that Council** receive staff report CAO2020-066 as information; and

**That** Council approve the Southgate Development Charges payment schedule for the Flato Dundalk Meadows Inc., Block 75 Seniors Apartment Development of 50 percent paid upon issuance of the full building permit and the remainder of the DCs due prior to issuance of the occupancy permit being issued by the Chief Building Official for this project.

### **Background:**

The Flato Dundalk Meadows Inc., Block 75 Seniors Apartment Development is now at the building construction phase of the project. The project has 80 rental units (10 bachelor apartments, 42 one bedroom and 28 two bedroom units) with the Township having already issued a foundation only building permit for the project. The offsite works are nearing completion with road construction, paving, curbs/gutters, sidewalks, storm drainage, and underground services being installed, as well as final inspections being completed by the engineers.

The conditions of Flato Block 75 building permit being issued is an agreement of the following conditions prior to Southgate issuing are:

1. Completion of offsite curbs, gutter and drainage installation on Hagan Street and Rows Lane;
2. The placement of the base coat course asphalt on Hagan Street and Rows Lane open roadway sections;
3. Completion and acceptance CCTV recording and engineering review of underground infrastructure;
4. Agreement with the County of Grey on the apartment rental units project related to agreeing to pay and postponement of County DC fees based on a possible County By-law approval that may change policy to not require County DC's for rental apartment building developments;
5. That Flato Developers receive a letter from the County of Grey providing direction to the Township of Southgate on the collection requirement of County DCs prior to the issuance of Final Occupancy by the Buildings Department's Chief Building Official;

6. Payment of all Building permit fees prior to the foundation permit being released;
7. Flato agreeing to payment schedule for Township of Southgate DCs of 50% with issuance of full building permit and the remaining 50% payable prior to the issuance of occupancy permit; and
8. Acknowledgement that the CD payment schedule of Southgate Development charges of 50% payable prior to the issuance of full building permit and the remaining 50% payable prior to the issuance of occupancy permit is subject to Southgate Council approval on November 4, 2020.

The Province has implemented regulations to support affordable housing (specifically rental units) deferring County DC payments to 6 installments over a period of 5 years. Further to this new provincial policy the County of Grey is considering policy to not charge development charges fees for rental apartment projects constructed in the future. In addition the Southgate Community Action Plan, Seniors Advisory Committee and the Township Council/Administration/Planning have all supported the need for a Seniors rental apartment complex to support affordable housing options in our community.

### **Staff Comments:**

Staff recommend that Council approve the DC payment schedule of 50% due at the issuance of the full building permit and 50% at the time of occupancy approval, as Southgate's part to support this project as a much needed rental apartment unit development to be constructed in Dundalk.

### **Financial Impact or Long Term Implications**

There is no financial impact to the municipality as a result of this report other than postponement of 50% of the Development Charges for approximately one year during the building construction phase of the project. The total cost of DCs for this 80 unit Seniors apartment project is \$834,140.00.

### **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 DC payment schedule for the Dundalk Meadows Inc., Block 75 Seniors Apartment Development project.

Respectfully Submitted,

**CAO approval:** Original Signed By  
Dave Milliner – CAO  
[dmilliner@southgate.ca](mailto:dmilliner@southgate.ca)  
519-923-2110 x223

Original Signed By  
Bev Fisher – Chief Building Official  
[bfisher@southgate.ca](mailto:bfisher@southgate.ca)  
519-379-6034

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

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

## **Staff Report CAO2020-067**

**Title of Report:** Olde Town Hall Building Future Options

**Department:** Administration

**Council Date:** November 4, 2020

### **Council Recommendation:**

**Be it resolved that** Council receive staff report CAO2020-067 as information; and

**That** Council approve that staff proceed with developing a draft Request for Proposals to explore interest into the private ownership, future private use of the building, the proposed community access/uses of the facility building and theatre spaces available, as well as municipal and community partnership(s) options for the Dundalk Olde Town Hall as a facility; and

**That** Council direct staff to consult with interested community groups as part of the Dundalk Olde Town Hall transition discussions and commitments related to future use, partnerships, involvement in project fundraising and present donor support for the Dundalk Olde Town Hall upgrades.

### **Background:**

Southgate Council received most recently a presentation from Team Town Hall (TTH) in a delegation format from Samantha Parent & Nathan McMahon at its February 19, 2020 meeting. The TTH presentation updated Council on their progress since October 2019 and their efforts to setup the framework to successfully launch our Olde Town Hall project.

During the February 19, 2020 presentation Team Town Hall (TTH) informed Council they have been working since October 2019, investing time into team building and announced they have 11 individuals who have dedicated time over the next 2 years to be members of the official Team Town Hall Board. The board members have signed on to a monthly meeting commitment to set the future direction for Team Town Hall. They have also been working on the framework to successfully launch their Olde Town Hall fundraising for the building renovation project.

The following motion was approved by Council at the February 19, 2020 meeting:

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

**Be it resolved that** Council receive the Team Town Hall delegation as information.  
No. 2020-089 Carried

Since the February 19, 2020 Council meeting, TTH and Southgate staff have worked on and finalized a donation form. The document is now ready for Council to consider approving the donation form and allow TTH to receive fundraising dollars under terms that will allow the Township of Southgate to issue official charitable donation tax receipt at the end of the year.

Staff recommend that Council approve the Dundalk Olde Town Hall Renovation Fund Donation Form that will be used by Team Town Hall with the terms for accepting donor support for the Dundalk Olde Town Hall upgrade project.

The CAO presented staff report CAO2020-028 dated April 8, 2020:

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

**Be it resolved that** Council receive staff report CAO2020- 028 as information; and **That** Council approve the Dundalk Olde Town Hall Renovation Fund Donation Form that will be used by Team Town Hall for project fundraising that includes the terms for accepting donor support for the Dundalk Olde Town Hall upgrade project, if it proceeds.

No. 2020-155 Carried

### **Staff Comments:**

Staff recommend that Council approve staff proceeding to develop a draft Request for Proposal (RFP) document to invite interest in the sale of the Dundalk Olde Town Hall to private ownership that would have interest in use of the building, with the proposal reporting on access for community use(s) of the facility theatre spaces available, as well as municipal and community partnership(s) and consideration options for the Dundalk Olde Town Hall as a public use facility.

### **Financial Impact or Long Term Implications**

The financial impact to the municipality of the Olde Town Hall upgrade requirements and the long term budget commitment to invest in the building would be a significant burden to the ratepayers. The scope of the Town Hall investment requirements will likely be in excess of a past similar to the waste collection and management that benefits every resident in the community and we are still paying for that cost.

We now know that the ICIP grant approval we applied for the Olde Town Hall project has been denied. With that knowledge the Township of Southgate's level of financial requirement would be likely \$3,000,000.00 to \$4,000,000.00, with Team Town Hall fundraising another \$1,000,000.00 to complete the project and is yet to be confirmed if that could be achieved. These numbers do not reflect the annual increase in operating cost requirements when the Olde Town Hall would need promotion and staff time to operate the facility.

What has to be decided is the following:

1. Is this level of tax dollar investment justified considering the past historical use and future use discussions that would need to turn into official activity/event commitments.
2. Would the community as a whole support this investment and long term taxation burden over a 15 year payback period, when there appears to be limited benefits to all residence of Southgate. The question could be resolved through area rated funding as a consideration or major financial support and management by a local community group.
3. Would consideration for selling the Olde Town Hall with conditions be a better solution to achieve private and/or business use of the building, while retaining the cultural features of the theatre space.



**Communications & Community Action Plan Impact:**

This report has been written and presented to Council to communicate accurate information to the public to facilitate a Trusted, Timely, Transparent decision-making process.

**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.

**2019-2023 Southgate CAP-Strategic Initiative 4-B**

The Township will have made a decision on the future viability or uses of the Olde Town Hall, and taken action accordingly.

**2019-2023 Southgate CAP-Strategic Initiative 4-D**

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.

**Concluding Comments:**

1. That Council receive this staff report as information.
2. That Council approve and direct staff to develop a draft RFP document to receive proposals to consider the sale of the Dundalk Olde Town Hall building through the request for proposals process with considerations for private sector ownership, business use of the building space, community partnership(s), community group uses of the building/theatre spaces and municipal involvement/support to manage day to day public use if required.

Respectfully Submitted,

**CAO approval:**      Original Signed By  
Dave Milliner – CAO  
[dmilliner@southgate.ca](mailto:dmilliner@southgate.ca)  
923-2110 x210





## **Staff Report HR2020-016**

**Title of Report:** HR2020-016 – Building Department Multifunction Printer Purchase

**Department:** Human Resources

**Council Date:** November 4, 2020

### **Recommendation:**

**Be it resolved that** Council receive staff report HR2020-016 for information; and

**That** Council direct staff to proceed with using Building Department funds to purchase a multifunction printer from Excel Business Solutions for Building Department use.

### **Background:**

Since March 2020, the Building Department moved from the Hopeville Administration Office due to COVID-19. All building department employees are currently located at the Library and have use of the photocopier there, however it does not have all required capabilities.

### **Staff Comments:**

The Building Department requires the capabilities of a multifunction printer including scanning, copying and printing on paper up to 11" x 17" in size. It is anticipated that the Building Department will not return to the Hopeville Administration Office and therefore staff recommend purchasing a multifunction printer for the Building Department that can be moved with them once final location has been determined.

Staff have worked with Excel Business Solutions as our current photocopier service provider to find a multifunction printer that is cost effective and will fill the requirements of the Building Department. Excel has suggested a "Showroom Model" at the price of \$2,995 plus tax.

### **Financial Implications:**

The financial impact if recommendation of a multifunction printer is approved, is \$2,995 plus applicable tax plus day to day operating costs of toner.

The cost of this printer will be a capital purchase of the printer from the Building Department reserves.

### **Communications & Community Action Plan Impact:**

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

**Concluding Comments:**

1. That Council receive staff report HR2020-016 as information.
2. That Council direct staff to proceed with using Building Department funds to purchase a multifunction printer from Excel Business Solutions for Building Department use.

Respectfully Submitted,

**HR Approval:** *Original Signed By*  
Kayla Best, HR Coordinator

**Dept. Head Approval:** *Original Signed By*  
Bev Fisher, CBO

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

**Attachments:** None



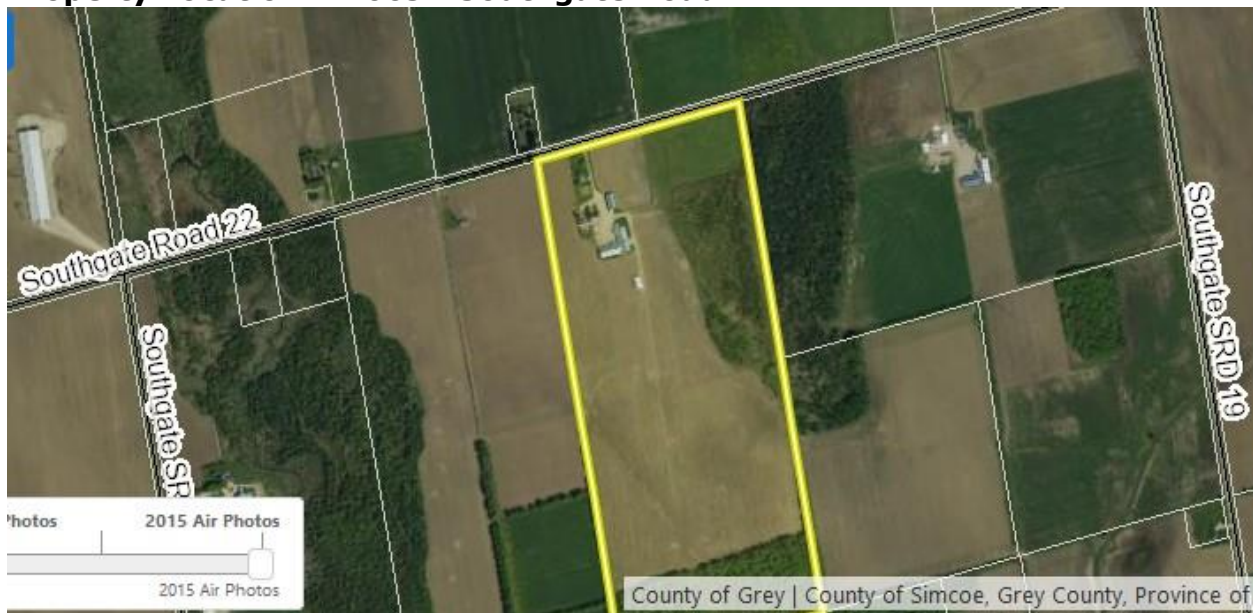
## **Staff Report PL2020-047**

**Title of Report:** PL2020-047-SP12-20 Aaron and Catherine Bauman  
**Department:** Clerks  
**Branch:** Planning Services  
**Council Date:** November 4, 2020

### **Recommendation:**

**Be it resolved that** Council receive Staff Report PL2020-047 for information; and  
**That Council** consider approval of By-law 2020-117 authorizing the entering into a Site Plan Agreement.

### **Property Location: 226094 Southgate Road 22**



### **Background:**

A Zoning Amendment was approved for the property on December 4, 2019. The zoning permitted a shop to be located on the property within the A1-450 zoning exception.

Following this a Site Application was submitted in August of this year. A Site Plan agreement has now been prepared for Council's consideration. This Site Plan Agreement implements the Zoning Bylaw amendment for the rural industrial shop.

**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 150m to the north across Southgate Road 22. 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 2020-117 authorizing the agreement.

Respectfully Submitted,

**Municipal Planner:**

***Original Signed By***

Clinton Stredwick, BES, MCIP, RPP



**CAO Approval:** ***Original Signed By***

Dave Milliner, CAO

**Attachments:**

The Corporation of the Township of Southgate  
By-law Number 2020-117

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 Aaron Bauman and Catherine Bauman and the Township of Southgate for the development of the lands described as Con 14, lot 25 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 4<sup>th</sup> day of November 2020.

Read a third time and finally passed this 4<sup>th</sup> day of November 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: Aaron Bauman and Catherine Bauman

(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 thirty (30) 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. *FURHTER 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. The windows facing the road shall remain closed and the shop shall be constructed in accordance with the drawings provided in this agreement.

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 Southgate Road 22. A Commercial Entrance permit is required and a paved apron between the edge of pavement and the property line is required at the expense of the owner.
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.
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. *LANDSCAPE 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.
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: Aaron Bauman and Catherine Bauman  
226094 Southgate Road 22  
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 2020-117.

SIGNED, SEALED AND  
DELIVERED

in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

) {OWNERS' NAMES}  
)  
)  
)  
)  
)  
)  
)  
) 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:

**Con 14, lot 25, Geographic Township of Proton,  
Township of Southgate , alternately described as  
226094 Southgate Road 22**

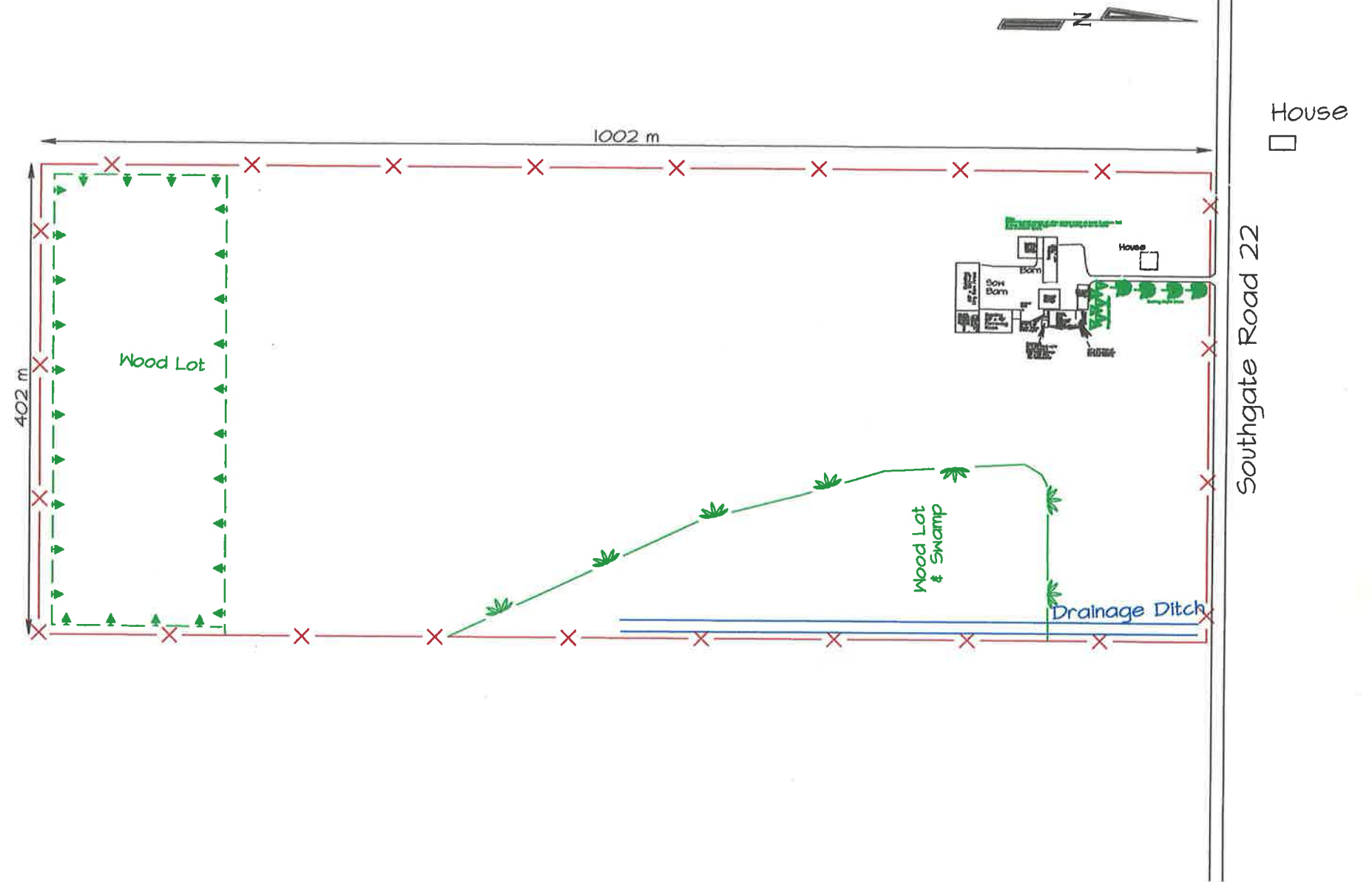
Schedule "B"

**SITE PLANS**

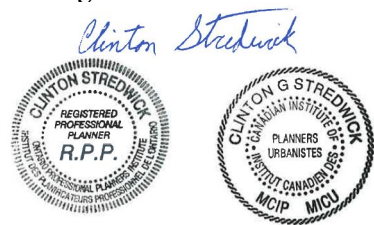
Drawing #1. Dated November 4<sup>th</sup>, 2020 and signed by the planner

Drawing #2. Dated November 4<sup>th</sup>, 2020 and signed by the planner

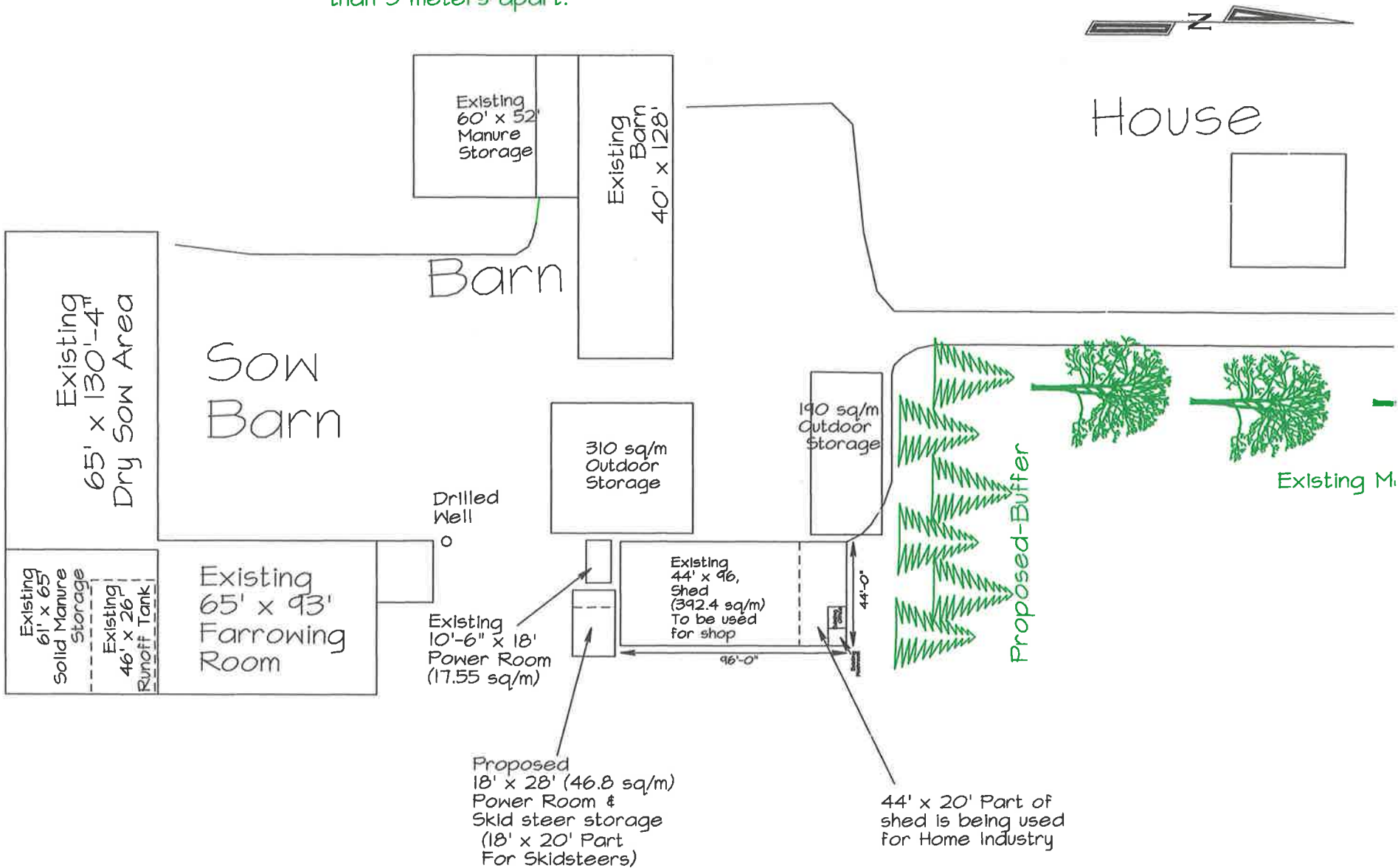
Drawing #3. Dated November 4<sup>th</sup>, 2020 and signed by the planner



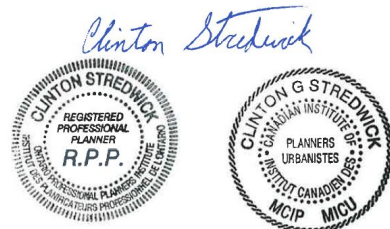
Drawing #1 Dated November 4, 2020

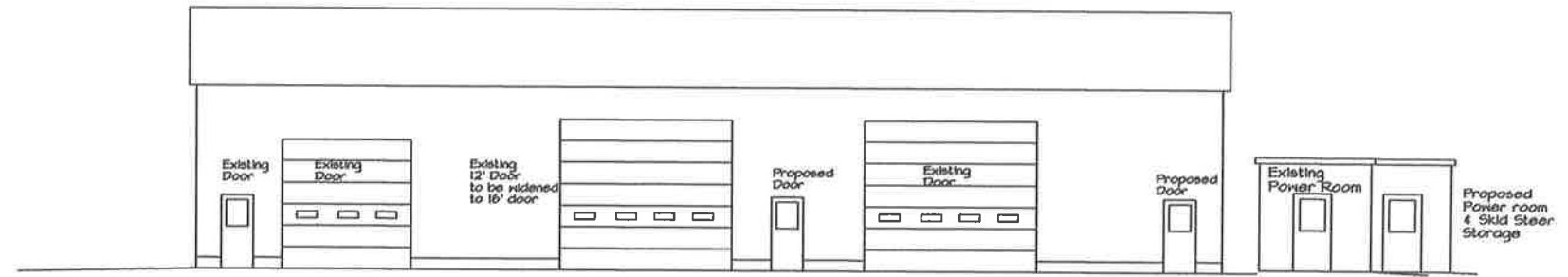


Note:  
Buffering shall consist of white spruce trees at least 2 meters tall  
2 rows with trees staggered - tree spacing to be no more  
than 3 meters apart.

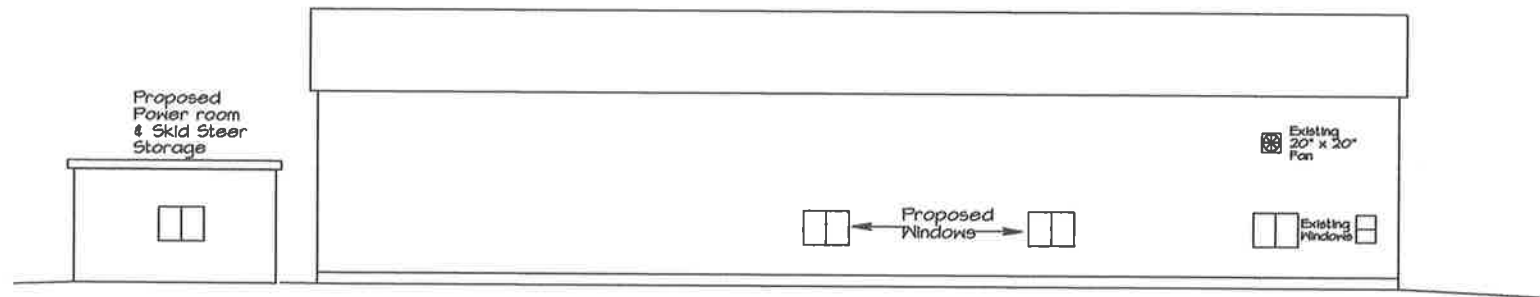


Drawing #2 Dated November 4, 2020

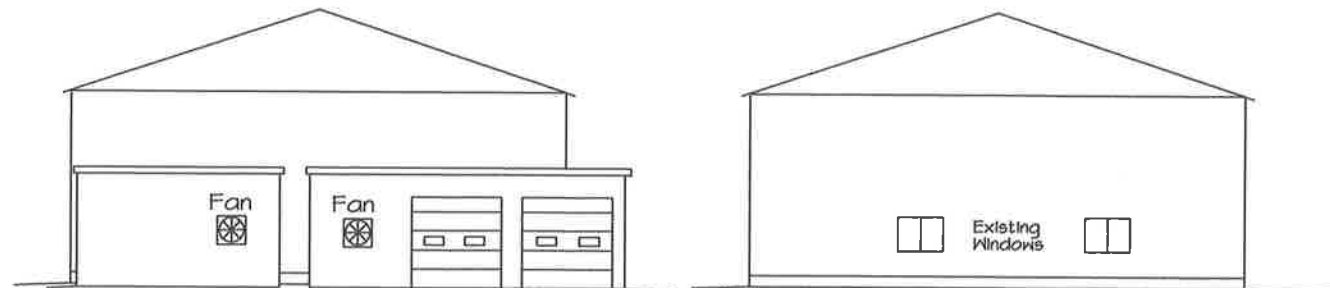




West Elevation



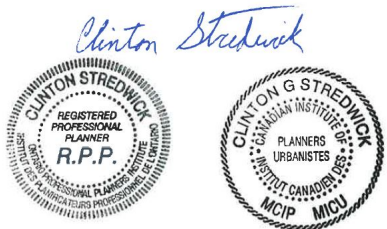
East Elevation



South Elevation

North Elevation

Drawing #3 Dated November 4, 2020



**The Corporation of the Township of Southgate**

**By-law Number 2020-126**

**being a by-law to establish a highway in the former  
Township of Egremont (Consent file B2-20)**

**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 Egremont,

**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 9, Concession 6, Geographic Township of Egremont, alternately described as, 043873 Southgate Road 04 being Parts 2, 4 and 6 on a plan of survey deposited as Plan 16R-11461 on the 19<sup>th</sup> day of October, 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 4<sup>th</sup> day of November, 2020.**

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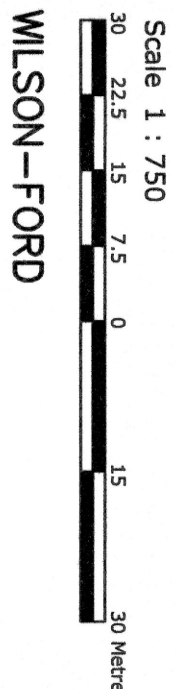
John Woodbury – Mayor

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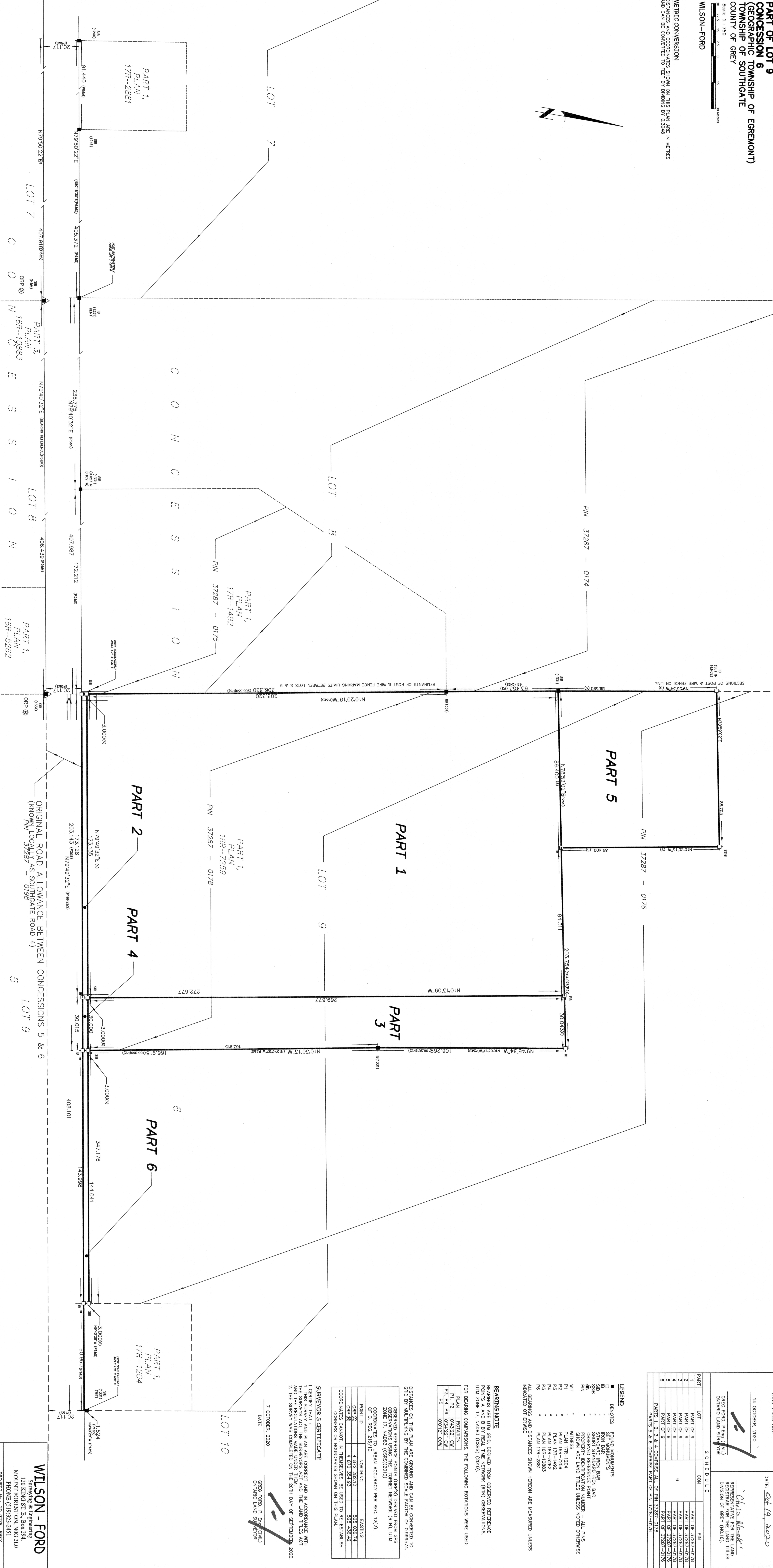
Lindsey Green – Clerk



PLAN OF SURVEY OF  
PART OF LOT 9  
CONCESSION 6  
(GEOGRAPHIC TOWNSHIP OF EGREMONT)  
COUNTY OF GREY  
WILSON-FORD



METRIC CONVERSION  
DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES  
AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048



I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.		PLAN 16R-1146.1	
14 OCTOBER, 2020		DATE: <u>Oct 19, 2020</u>	
GREG FORD, P.Eng (P.L.) ONTARIO LAND SURVEYOR		<div>Chris Mendenhall</div> <div>REPRESENTATIVE FOR THE LAND REGISTERAR FOR THE LAND DIVISION OF GREY (NO.10).</div>	
SCHEDULE			
PART	LOT	CON	PIN
1	PART OF 9		PART OF 37287-0178
2	PART OF 9		PART OF 37287-0178
3	PART OF 9		PART OF 37287-0178
4	PART OF 9	6	PART OF 37287-0178
5	PART OF 9		PART OF 37287-0178
6	PART OF 9		PART OF 37287-0178
PARTS 1, 2, 3 & 4 COMPRISE ALL OF PIN 37287-0178			
PARTS 5 & 6 COMPRISE PART OF PIN 37287-0178			

- LEGEND**
- DENGES
  - SET MONUMENTS
  - IRON BAR
  - IRON BAR
  - SHORT STANDARD IRON BAR
  - OBSEVED REFERENCE POINT
  - ALL PINS SHOWN ARE LAND TITLES UNLESS NOTED OTHERWISE
  - WITNESS
  - PLAN 17R-1204
  - PLAN 17R-1492
  - PLAN 16R-5282
  - PLAN 16R-10833
  - PLAN 17R-2881

**BEARING NOTE**  
BEARINGS ARE UTM GRID, DERIVED FROM OBSERVED REFERENCE POINTS A AND B BY REAL TIME NETWORK (RTN) OBSERVATIONS, UTM ZONE 17, NAD83 (CSRS) (2010).  
FOR BEARING COMPARISONS, THE FOLLOWING ROTATIONS WERE USED:  
POINT ID ROTATION  
P1, P2 0.43227 CW  
P3, P4, P6 0.34227 CW  
P5 0.0112° CCW

DISTANCES ON THIS PLAN ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999574.  
OBSERVED REFERENCE POINTS (ORP'S) DERIVED FROM GPS OBSERVATIONS USING THE TORNET NETWORK (RTN), UTM ZONE 17, NAD83 (CSRS) (2010).  
COORDINATES TO UTM ACCURACY PER SEC. 12(2) OF O. REG. 216/10.  
POINT ID NORTHING EASTING  
ORP 1 4 872 882.12 525 036.74  
ORP 2 4 872 882.12 525 036.74  
ORP 3 4 872 882.12 525 036.74  
COORDINATES IN THESE TITLES BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

**SURVEYOR'S CERTIFICATE**  
I, GREG FORD, P.Eng (P.L.)  
THE SURVEYOR'S ACT, THE SURVEYOR'S ACT AND THE LAND TITLES ACT  
AND THE REGULATIONS MADE UNDER THEM,  
2. THE SURVEY WAS COMPLETED ON THE 28TH DAY OF SEPTEMBER, 2020.

7 OCTOBER, 2020  
DATE  
GREG FORD, P.Eng (P.L.)  
ONARIO LAND SURVEYOR

**WILSON - FORD**  
Surveying & Engineering  
120 KING ST. E., Box 294,  
MOUNT FOREST ON, N0G 2L0  
PHONE (519)323-2451  
PROJECT No.: 20 9278 FREY





## **Staff Report FIN2020-027**

**Title of Report:** **FIN2020-027 Financial Report – September 2020**

**Department:** **Finance**

**Council Date:** November 4, 2020

**Recommendation:**

**Be it resolved that** Council receive Staff Report FIN2020-027 Financial Report – September 2020 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, amounts sufficient to pay all debts of the municipality falling due within the year”.

On February 4, 2020, Council received Staff Report FIN2020-050 2020 Budget which amended the 2020 Budget to a requirement from taxation of \$7,584,704.

On March 17, 2020, the Province of Ontario declared an emergency under s.7.0.1 (1) the Emergency Management and Civil Protection Act.

On March 26, 2020, the Province of Ontario released “Ontario’s Action Plan: Responding to COVID-19 (March 2020 Economic and Fiscal Update)” in lieu of its annual budget. Actions that benefit the Township include:

- Allowing employers to defer WSIB payments for 6 months
- School tax deferral
- Electricity cost relief

On April 15, 2020, Council passed the following resolution:

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

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

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

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

On May 6, 2020, Council received Staff Report FIN2020-008 which contained a financial report for the 3 months ended March 31, 2020 and projected a 2020 deficit of \$6,615 and passed the following resolution:

**Be it resolved that** Council receive regular consent item 8.1.6 - Staff Report FIN2020-008 as information; and

**That** new information received at the May 6, 2020 Council meeting has shown negative impacts on the Township revenues; and

**That** pursuant to section 24.12 of the Procedural By-law, Council amend previously adopted motion 2020-176, passed at the April 15, 2020 Council meeting and direct staff to only extend the penalty free period on the first installment of 2020 taxes to July 1, 2020 and the penalties on utilities and general accounts billed in March, April, May 2020 be waived until July 1, 2020.

On May 20, 2020, Council received Staff Report FIN2020-010 which contained a financial report for the 4 months ended April 30, 2020 and projected a 2020 surplus of \$31,585.

On June 17, 2020, Council received Staff Report FIN2020-012 which contained a financial report for the 5 months ended May 31, 2020 and maintained a projected 2020 surplus of \$31,585.

On August 5, 2020, Council received Staff Report FIN2020-017 which contained a financial report for the 6 months ended June 30, 2020 and maintained a projected 2020 surplus of \$31,585.

On September 2, 2020, Council received Staff Report FIN2020-019 which contained a financial report for the 7 months ended July 31, 2020 and maintained a projected 2020 surplus of \$31,585.

On September 16, 2020, Council received Staff Report FIN2020-023 which contained a financial report for the 8 months ended August 31, 2020 and maintained a projected 2020 surplus of \$31,585.

On October 21, 2020, Council received Staff Report FIN2020-026 which provided a projected 2020 surplus of \$83,442.

**Staff Comments:**

Staff has prepared a financial report for the 9 months ended September 30, 2020. Explanations of the more significant variances is provided in Attachment 1.

**Financial Implications:**

For the 9 months ended September 30, 2020, the tax-supported department surplus is \$1,072,009.39 and the non-tax department surplus is \$232,798.11. In comparison, for the 9 months ended September 30, 2019, the tax-supported department surplus was \$132,998.67 and the non-tax department surplus was \$143,371.23.

As the COVID-19 situation is ongoing, the total financial impact for the 12 months ended December 31, 2020 is not known. The current estimate is a surplus of

\$83,442. However, additional transfers to/from tax/rate stabilization reserves may result in a surplus/deficit of \$Nil.

**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:**

For the 9 months ended September 30, 2020, the tax-supported department surplus is \$1,072,009.39 and the non-tax department surplus is \$232,798.11.

As the COVID-19 situation is ongoing, the total financial impact for the 12 months ended December 31, 2020 is not known. The current estimate is a surplus of \$83,442. However, additional transfers to/from tax/rate stabilization reserves may result in a surplus/deficit of \$Nil.

Respectfully Submitted,

**Dept. Head:** *Original Signed By*  
William Gott, CPA, CA, Treasurer

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

**Attachment:**

- 1 Financial Report for the 9 months ended September 30, 2020

Staff Report FIN2020-027 Financial Report - September 2020

Attachment 1

		2019		September		Variance		
		Actual		YTD Budget	YTD Actual	%	\$	Comments
Tax-Supported:								
Revenues								
General Taxation		6,662,674.57		5,457,950.00	5,457,950.00	100.0%	-	-
General Revenues		8,054,029.30		6,280,262.00	6,696,813.03	106.6%	416,551.03	LT Supplementals \$63k; PILS (\$10k) [timing]; Penalties & Interest \$25k; County and School Board Taxes and Supplementals \$348k; Building Rentals (\$15k) [timing]
Council		-		-	-		-	-
Administration		58,256.67		26,000.00	7,069.48	27.2%	(18,930.52)	Misc Rev \$6k [Tax Registration Charges]; Contr from Res (\$25k) [Grants]
Transit		-		-	41,325.00		41,325.00	Grant \$41k
Fire		155,743.52		90,187.00	67,681.84	75.0%	(22,505.16)	Melancthon Rev (\$25k) [timing]; Other Revenue \$14k; EMS Rent (\$12k) [timing]
Police		9,901.45		2,800.00	12,058.44	430.7%	9,258.44	PY Surplus \$4k; RIDE Grant \$4k [timing]
Conservation Authority		-		-	-		-	-
Building		489,331.34		240,000.00	436,125.12	181.7%	196,125.12	Permits \$196k
Other Protective Services		31,905.00		33,144.00	25,705.00	77.6%	(7,439.00)	Canine: Tag Rev (\$4k); Kennel Rev (\$4k) [timing]
Roads		96,486.36		46,925.00	81,542.66	173.8%	34,617.66	-
Solid Waste		227,887.88		127,328.00	128,938.99	101.3%	1,610.99	Hazardous Waste \$21k; Tsfr Station (\$7k); Recycling (\$11k)
Public Health		31,281.44		9,000.00	184,600.00	2051.1%	175,600.00	Tsfr from Res \$180k (Mt Forest Hospital Grant)
Cemetery		25,049.85		12,961.00	13,090.96	101.0%	129.96	Sales \$4k; Interest (\$4k) [partial timing]
Recreation		412,682.69		132,993.00	93,708.40	70.5%	(39,284.60)	Holstein Park (\$3k); Swinton Park (\$1k)
								Melancthon Grant (\$3k) [timing]; F Mac (\$2k); Pool (\$8k); Ball Park (\$3k); Camp/Pavillion (\$6k)
								Melancthon Rev (\$7k) [timing]; Rental Rev (\$4K)
Library		233,989.62		4,371.00	13,670.02	312.7%	9,299.02	-
								OLA Grant \$12k(timing); Op Rev (\$3k)
Planning		131,974.34		84,750.00	55,879.00	65.9%	(28,871.00)	Planning Fees (\$29k)
Industrial Land		73,207.77		-	-		-	-
Agriculture		170,360.56		175,976.00	230,718.80	131.1%	54,742.80	Tile Drain Receipts \$54k
Economic Development		-		-	-		-	-
Total Revenues		16,864,762.36		12,724,647.00	13,546,876.74	106.5%	822,229.74	

Staff Report FIN2020-027 Financial Report - September 2020

Attachment 1

		2019	September		Variance		
		Actual	YTD Budget	YTD Actual	%	\$	Comments
Tax-Supported:							
Expenses							-
General Taxation		-	-	-		-	-
General Revenues		5,500,795.56	5,232,757.00	5,594,612.45	106.9%	361,855.45	County and School Board \$348k [timing]; Contr to Res - Royalties \$14k [timing]
Council		221,192.10	181,804.00	117,861.87	64.8%	(63,942.13)	Wages (\$35k); Legal (\$11k); Conferences (\$9k); Travel (\$6k)
Administration		2,655,814.81	890,915.00	985,434.38	110.6%	94,519.38	FIN: Tax write-offs/Adj (\$16k); Grants (\$9k); Contr to Res (Gas Tax) \$223k [timing]; Mun Prop: PILS (\$9k) Clerks: Wages (\$59k); Legal (\$12k); Conferences & Travel (\$6k) CAO/HR: Wages (\$14k); Contracted Svcs \$7k; Conferences & Travel (\$6k)
Transit		26,332.17	27,000.00	74,163.79	274.7%	47,163.79	SMART Levy \$6k; Grant to County \$41k
Fire		523,435.57	370,551.00	335,731.92	90.6%	(34,819.08)	Wages (\$129k); Mt Forest Fire \$64k [timing]; Durham Fire \$39k [timing]
Police		1,146,640.75	881,710.00	880,854.38	99.9%	(855.62)	RIDE Expenditures \$4k; Conferences (\$4k)
Conservation Authority		107,840.00	112,626.00	112,458.19	99.9%	(167.81)	Legal (\$13k); Conferences (\$10k)
Building		489,331.34	202,257.00	174,407.25	86.2%	(27,849.75)	Legal (\$13k); Conferences (\$10k)
Other Protective Services		59,122.73	120,092.00	67,392.93	56.1%	(52,699.07)	Prop Stds: Wages (\$9k); Legal (\$37k) Crossing Guards: (\$3k)
Roads		3,192,316.79	2,056,193.00	1,660,416.84	80.8%	(395,776.16)	St Lighting (\$34k); Admin (\$43k); Gravel Pits (\$24k); Bridge Mtce (\$48k); Winter Mtce (\$131k); Equip Mtce (\$120k) [timing]
Solid Waste		996,997.14	608,863.00	412,451.11	67.7%	(196,411.89)	Debt payment (\$71k) [timing]; Admin (\$29k); Landfill (\$21k); Recycling (\$7k); Equip Mtce (\$62k) [timing]
Public Health		102,881.44	35,500.00	227,193.31	640.0%	191,693.31	Grant \$200k (Mt Forest Hospital)
Cemetery		21,874.17	24,100.00	19,932.48	82.7%	(4,167.52)	-
Recreation		830,430.42	370,662.00	294,041.11	79.3%	(76,620.89)	Rural Parks Op (\$9k)
							F. Mac (\$2k); Pool (\$10k); Camp/Pav (\$9k); Ball Park (\$3k); Admin (\$3k)
							Admin (\$27k); Auditorium \$11k; Main Fl (\$16k)
Library		468,810.76	206,349.00	166,280.36	80.6%	(40,068.64)	Mt Forest Library \$14k [timing]
							Wages (\$19k); Utilities (\$3k)
							Wages (\$5k); Computer Svcs (\$6k) [timing]; Consultants \$4k; Conferences (\$2k)
Planning		183,266.23	97,788.00	82,146.75	84.0%	(15,641.25)	
Industrial Land		73,207.77	7,500.00	30,333.12	404.4%	22,833.12	Engineering \$23k
Agriculture		163,752.62	187,151.00	175,664.88	93.9%	(11,486.12)	Tile Drain Payments (\$8k)
Economic Development		100,719.99	61,827.00	14,488.23	23.4%	(47,338.77)	Wages (\$38k); Other Expenses (\$9k)
Total Expenses		16,864,762.36	11,675,645.00	11,425,865.35	97.9%	(249,779.65)	
Prior year (Surplus) Deficit - tax supported		-	(1,049,002.00)	(2,121,011.39)	202.2%	(1,072,009.39)	
Current YTD (Surplus) Deficit - tax-supported		-	(1,049,002.00)	(2,121,011.39)	202.2%	(1,072,009.39)	

Staff Report FIN2020-027 Financial Report - September 2020  
Attachment 1

		2019	September		Variance		
		Actual	YTD Budget	YTD Actual	%	\$	Comments
Non-Tax-Supported:							
Revenues							
Sanitary Sewers		761,864.84	514,667.00	597,413.28	116.1%	82,746.28	Billings \$83k
Water		635,000.07	424,841.00	451,024.49	106.2%	26,183.49	Billings \$40k; Frontage (\$14k)
		1,396,864.91	939,508.00	1,048,437.77	111.6%	108,929.77	
Expenses							
Sanitary Sewers		761,864.84	181,959.00	122,417.63	67.3%	(59,541.37)	Lagoon (\$40k); Admin (\$17k)
Water		635,000.07	490,059.00	425,732.03	86.9%	(64,326.97)	Admin (\$14k); Meters \$24k; Watermain (\$14k); Wells (\$49k);
		1,396,864.91	672,018.00	548,149.66	81.6%	(123,868.34)	Other Op (\$11k)
Current YTD (Surplus) Deficit - non-tax-supported		-	(267,490.00)	(500,288.11)	187.0%	(232,798.11)	

## **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](http://www.southgate.ca)

## **Staff Report CAO2020-068**

**Title of Report:** Southgate CAO Report

**Department:** Administration

**Council Date:** November 4, 2020

### **Council Recommendation:**

**Be it resolved that** Council receive Staff Report CAO2020-068 as information;

### **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 is presently under pressure with increased cases in the region and the concerns of a Second Wave of the COVID-19 virus. The Province in its issuing of recommendations suggested Ontarians in all regions are urged to: limit trips outside of home, except for essential purposes only, such as work where it is not possible to work from home, school, grocery shopping, medical appointments, and outdoor healthy physical activity; in addition, travel to other regions in the province, especially from higher transmission to lower transmission areas, should only be for essential purposes.

The concern with the Southgate Phase C restart we are presently in, we are seeing an increase over the last 2 weeks in number of COVID cases that is causing the growing of a second wave provincially. If this second wave continues, we will consider rolling back on Phase C operations. Our present operations related to the status of the Municipal Office, the Library, and the operations at the Arena could be impacted and we will be reassessing on a weekly basis to ensure the safety of our employees and the public.

#### **Watra Residents Association Land Update**

We received an email from Watra Residents Association lawyer Peter Fallis on October 19, 2020 to update the Township of Southgate on the status of the land ownership transfer application with the Ministry of Government and Consumer Services. The email reports that the Ministry will forward the file to Infrastructure Ontario and they will prepare the Agreement of Purchase and Sale and take care of the transfer.

A copy of this email is included in this staff report as Attachment #1. Staff feel that the process should be completed by the end of December, 2020.



### **SEGCHC Dundalk Medical Centre Update**

At the present time the work on the New Medical Centre project is we are finalizing the property survey, starting the Environmental Soil Assessment, erecting a sign on the property, drafting on the Grey County-Southgate land transfer agreement. The transfer agreement process now has an MOU framework document agreed to establish the terms for inclusion in the property transfer agreement document. The next step is for Grey County and Southgate Councils to approve the draft agreement and then approve it by By-law to complete the lands to be transferred.

Discussions are also underway between the Dundalk Lions Club and SEGCHC to make plans for the future use of the Lions Club Medical Centre as a Grey County project for affordable housing and possibly include this in the land transfer agreement. Southgate would retain the parking lot area behind the Lions Medical Centre as a municipal parking lot.

### **Financial Impact or Long-Term Implications**

The financial impact to the municipality as a result of this report would depend on any legal and land transfer costs of the Lions Medical Centre property and the Grey County lands.

### **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 staff report CAO2020-0068 as information.

Respectfully Submitted,

**CAO approval:** Original Signed By

Dave Milliner – CAO

[dmilliner@southgate.ca](mailto:dmilliner@southgate.ca) 923-2110 x210

- Attachment 1 – Peter Fallis email dated October 19, 2020

[REDACTED]

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**From:** Peter Fallis <pfallis@fallislaw.com>  
**Sent:** October 19, 2020 4:48 PM  
**To:** [REDACTED] Dave Milliner  
**Subject:** FW: FCP 2020 050 Southgate - 963362 Ontario Ltd. - RELIEF / GOOD NEWS

KEN & DAVID:

Great News. See the e-mail from Diana Hara on behalf of Sarah Frion. The Application has now been approved. Sarah had mentioned to me that once approved it would only take a couple of weeks – so November is looking very realistic for a closing of the worries about getting it closed this year.

PETER

Peter T. Fallis

Fallis, Fallis & McMillan  
195 Lambton Street East  
P.O. Box 710  
Durham, ON N0G 1R0

Ph: 519-369-2515  
Fax: 519-369-2522  
[pfallis@fallislaw.com](mailto:pfallis@fallislaw.com)

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**From:** Hari, Diana (MGCS)  
**Sent:** Monday, October 19, 2020 9:04 AM  
**To:** pfallis@fallislaw.com  
**Cc:** Frion, Sarah (MGCS) <Sarah.Frion@ontario.ca>  
**Subject:** FCP 2020 050 Southgate - 963362 Ontario Ltd. - RELIEF

Good morning Mr. Fallis,

I am contacting you with regard to the forfeited corporate property application submitted on behalf of the Watra Residents Association. My colleague, Sarah Frion, would have contacted you directly, however she is away from the office at the moment.

The application for relief from forfeiture has been approved. The Crown will proceed with the transfer of two real properties respectively described as PIN 37281-0150 (LT) and PIN 37281-0136 (LT), Southgate, which forfeited to the Crown upon the dissolution of 963362 Ontario Limited, to the Applicant, Watra Residents Association.

The file will be sent to Infrastructure Ontario, which will prepare the Agreement of Purchase and Sale and take care of the transfer. You will be hearing from Infrastructure Ontario soon. Please let me know if you have any questions or concerns.

Regards,

Diana

Note: Please contact me if you need this communication in another format.  
Veuillez me contacter si vous avez besoin de cette information dans un autre format.

Diana Hari  
Senior Portfolio Lead  
Realty Management Branch, Realty Division  
Ministry of Government and Consumer Services  
777 Bay Street, 2<sup>nd</sup> Floor, Suite 230  
Toronto, ON M5G 2E5

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**Township of Southgate  
Administration Office**

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**Staff Report CAO2020-069**

**Title of Report:** 2020 Southgate CAO Work Plan and 2021 Goals Report

**Department:** Administration

**Council Date:** November 4, 2020

**Council Recommendation:**

**Be it resolved that** Council receive staff report CAO2020-069 as information.

**Background:**

As part of the CAO's performance review process, the CAO developed a 2019 Southgate Operations Work Plan for Council to use as a tool to measure results and staff performance.

The annual Southgate Operations Work Plan is a document that maps out the year's management work plan and departmental goals for the municipality. This is a plan to provide guidance and may need to be altered as we progress through the year. New priorities or an economic slowdown may necessitate the plan or goals to be adjusted. In addition, department heads and the CAO each develop monthly staff level work plans that focus efforts on the strategic issues within the Southgate Community Action Plan, as well specific issues and important projects to support continue progress on issues.

The goal of this Operations Plan is to map out an annual plan and build on the results in some cases from the past year or to initiate new project plans in support of the end goal.

**Staff Comments:**

The following is the list of the CAO's Work Plan documents for 2020 and 2021:

1. CAO Reporting out on 2020 Goals – See Attachment #1 included in this staff report.
2. 2021 CAO Work Plan Short and Long Term Goals – See Attachment #2 included in this staff report.
3. 2020 Update on the 2019-2023 Community Action Plan Progress – See Attachment #3 included in this staff report and was previously presented to Council in the October 7, 2020 meeting agenda as a CAP report.

**Financial Implications**

The financial impact of this report is already in the 2020 operational and capital budget as approved. The 2021 work plan will need some budget considerations in 2021.

**Communications & Community Action Plan Impact:**

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

**Concluding Comments:**

1. That Council receive this staff report as information for the 2020 CAO review process.

Respectfully Submitted,

**CAO approval:** Original Signed By

Dave Milliner – CAO

[dmilliner@southgate.ca](mailto:dmilliner@southgate.ca)

519-923-2110 x210

- Attachment 1 – CAO Reporting on 2020 Goals
- Attachment 2 – 2021 CAO Work Plan Short and Long Term Goals
- Attachment 3 – 2020 Update on the 2019-2023 Community Action Plan Progress

## CAO Reporting Out on 2020 Short Term Goal

### Short Term Goal 1: Continue to Implement Fire Department Succession Plan

- Hire a Full Time Fire Prevention Officer with possibly Public Education responsibilities. - **Completed**
- Appointment of a Volunteer Deputy Fire Chief. - **Completed**
- Appoint Full Time Fire Chief (following Acting Fire Chief probation). - **Completed**
- Continue with the recruitment of experienced Volunteer Fire Fighters returning to the department. - **2 previous Dundalk Volunteers have returned to the department and 3 other Fire Fighter with experience have been recruited.**
- Continue with the recruitment of new Volunteer Fire Fighters - **Ongoing**

### Short Term Goal 2: Seek External Funding Sources to Support the new projects, capacity increases and improvements to Southgate Infrastructure Assets.

- Complete Dundalk Arena Auditorium Upgrade Project for facility use in early 2020. - **Completed**
- Complete Dundalk Arena Auditorium Elevator/Lift Project with Federal Enabling Accessibility Funding. - **Completed**
- Follow-up on Investing Canada Infrastructure Projects (ICIP) Cultural application for Olde Town Hall Project. - **Application not approved for funding**
- Apply for the Investing Canada Infrastructure Projects (ICIP) Green Fund intake due January 22, 2020 for a Wastewater Upgrade in Dundalk. - **Received funding for study and EA consultant work**
- Seek out other external funding source options to support Southgate projects with Council approval. - **Ongoing through staff efforts and the use of GrantMatch services.**

### Short Term Goal 3: Support Development Projects and Service Capacity improvements in Southgate

- Continue to advance the progress of the Wastewater EA to select the best short and long term treatment enhancements and capacity solutions. - **Work continues on the Wastewater EA with a new added requirement to study the assimilative capacity of the Foley drain as a effluent discharge receiver long term. The goal is that the Wastewater EA will be completed in the early fall of 2021 to accommodate a 4 season assessment of the receiver capacity.**
- Complete the design and release a tender to select a contractor for the Hwy #10 Bypass Road project. - **The work is progressing with some setback related to assessing long term wastewater servicing requirements for all the future Hwy #10 development south of the present Flato East project. Design will be completed and tendering completed in 2021 with plan to start a phase construction later in 2021 and 2022.**

- Complete Planning projects being the Industrial Comprehensive Review, Urban Justification Report and Official Plan Review in 2020. – These Planning projects have all been delayed because of increased work volumes we have seen related to development interest in Dundalk and rural Southgate.
- Close on the Flato Eco Park land sale for development of Commercial, light Industrial and affordable housing options. – We planned to close this sale in 2020. Delayed by COVID conditions and the delay in the completion of the Comprehensive Review. The plan is to close the 32 acre sale in the first 6 months of 2021.
- Complete a Rows Lane Development Agreement with Flato to improve access to the Flato Senior Apartment Project to upgrade watermain, install wastewater service, sidewalk and widen the roadway. – The construction of the external servicing and roadway is nearly completed and building permits will be issued in 2020 to start the onsite building construction.
- Develop the project and design for the upgrading of Gleneg Street (Flato Carriage House Development) to an Urban Road Standard with Flato's Engineers completing design and Triton doing the peer review. – This discussion and design work is nearing completion between Southgate's and Flato's engineers and staff discussions. Progress has been sufficient enough for the Township to approve a Site Alteration Agreement for the project and that work is underway.
- Move forward on the plan for a Water Tower project related to timelines, design, tendering and construction. – This work is continuing with final design and with tendering likely in late 2021 with 2022 construction.

**Short Term Goal 4:** Continue the progress of Southgate's Human Resources Plan for Service Delivery to better support the Township Employees in the Workplace

- The Township's Human Resources staff will be increasing the communications between employees and management in 2020 through access to one on one confidential employee meetings when required, as well as information sharing through quarterly employee newsletter, Council highlights distribution and with payroll distribution. – HR Coordinator appointed and has made great strides at increasing our Human Resources capacity to support our employees and has been major part of our COVID research for best practices and policy/protocol development.
- Department staff will continue to review and address employee comments/concerns received in the 2019 employee survey feedback, where possible. – The HR Coordinator has taken the lead on these issues providing support and communications on a continuous basis through payroll email blasts sharing Council highlights, new policies, COVID protocols and staff newsletters.
- Support and work with the Employee Personnel and Employee Health & Safety Committees as resources to make better Human Resources decisions and policy development going forward. – The HR Coordinator and CAO has increased the role of the Employee Personnel and Health & Safety Committees to gain input and feedback on new protocols, COVID related

issues and policy changes to ensure we had increased our consultation with staff.

**Short Term Goal 5:** Community Safety & Well Being Planning (CSWBP) in 2020

- Work with the Community Partners to develop both a Regional and Local Southgate CSWBP to address our local issues. – The Grey Bruce CSWBP is nearing completion and will be presenting to County and lower tier Council in November and December 2020 for approval and implementation in 2021.
- Support SEGCHC programs to support Youth and Seniors – The Township has appointed a committee to work with SEGCHC, JunCtian Community Initiatives, Southgate Recreation and Library staff deliver programs, prevent overlap of services and to develop Welcoming Community strategies and support programs/services to integrate newcomers into our community.
- Increase to development more programs and services for Seniors and Youth with the new community space now available in the Arena Auditorium. – Now that the Arena Auditorium upgrade project has been completed we will be promoting this facility as youth and seniors drop-in space for meeting people and recreation uses once COVID is behind us..
- Continue to partner with the Egremont Optimists to deliver programs and services in the Holstein community. – COVID has paused these efforts, but we know the Optimists are supportive of working with Southgate and promoting community use.

**Short Term Goal 6:** Develop an Economic Development and Tourism Strategy

- Work with Grey County Economic Development department. – We have been supported by Grey County EcDev staff, but we are lacking that in Southgate presence of an EDO.
- Work with Grey County Tourism department. – COVID has put Tourism on hold, but we have planned a Hamlet destination project with discussions and support from Grey County and the local Historical Society in process.
- Consider hiring a summer student to inventory our business and tourism assets that could be used to Market and Promote Southgate as a place to do grass roots business or be a destination. – We now believe after going through the COVID challenges that Southgate needs it own EDO. With that said over the last 6 months we have developed a inventory of the businesses we are aware of in Dundalk and in rural Southgate.
- Consider a electronic platform or website directory of business and destinations in Southgate to stimulate economic growth, commerce and tourist attractions. – No progress has been made on this action item, however it would a priority of a new EDO staff person.



## CAO 2020 Long Term Goal

### **Long Term Goal 1:** Promote staff Succession Planning with each Department

- CAO should meet with Department Heads to discuss and document department succession planning as a short and long term plan to minimize service delivery. – Efforts to deal with COVID issues has put this goal on the sidelines.
- Continue to discuss the CAO succession plan roadmap with interested internal staff. – The CAO has had discussion with 4 employees on this subject.

### **Long Term Goal 2:** Develop an annual (2020-2021) and 5 year plan to increase staffing and services that tracks with population and assessment growth.

- Create a projection of population and assessment growth in Southgate based on development growth for the next 5 years period, that will be updated annually going forward. – 2021 Planning for each department.
- Based on population and assessment growth, staff will develop a 5 year plan to assess increased municipal requirements for equipment, increased staff and new positions required to support the communities programs and service delivery. – 2021 Planning for each department.
- Create a staffing and accommodation plan for staff increases annually for a 5 year horizon with budget impacts based departmental requirements. – This planning has started with the 2021 budgeting.

## **2021 CAO Short Term Goals**

**Short Term Goal 1:** Seek External Funding Sources to Support the new projects, capacity increases and improvements to Southgate Infrastructure Assets.

- We will continue to look for and work with Grant Match to seek funding for our large projects like the water tower, wastewater plant capacity expansion, roads, bridges and Olde Town Hall.
- Township staff will continue to seek out smaller grant opportunities for specific project fits as we become aware of when they are released.

**Short Term Goal 2:** Support Development Projects and Service Capacity improvements in Southgate

- Staff will continue to advance the Hwy #10 Bypass Road design/tendering and Wastewater Capacity EA work to prepare for planned implementation of capacity solutions in 2022 when our EA is approved.
- Continue to support residential development projects.
- Planning Department completing the Industrial Lands Comprehensive Review, Urban Justification Report and Official Plan with consideration of hiring outside consultants to support this work in 2021 if our level of Planning activity continues or increases over the 3 months.

**Short Term Goal 3:** Community Safety & Well Being Planning (CSWBP) – Southgate Implementation of our CSWBP Issues/Outcomes in 2021

- The CAO will work with the Council approved committee with representation from SEGCHC, JunCtian Community Initiatives, Council members (2), Southgate CAO Library and Recreation staff developing expanded programs and services to:
  - Develop a strategy to address the issues identified in our Southgate CSWBP; and
  - Create a “Welcoming Community” to support programs and services to integrate newcomers into our community.
- Hold “Community Round Table” discussions as part of the Committee work to talk about what is needed in our community to support business and our community.

**Short Term Goal 4:** Hire a full time Economic Development Officer (EDO) to have focused effort to Communicate with and Support Local Businesses

- Hire an EDO in 2021.
- EDO would be focused a large percentage of the positions effort on direct communications to support of existing businesses, new business attraction and Downtown Improvement planning.
- Develop a Tourism Strategy through the Hamlet project in Southgate

**Short Term Goal 5:** Supporting Rural Fibre Communication Capacity Growth in Southgate

- Continue to work with Swift and Fibre Broadband Service providers to increase high speed capacity in Southgate.

**Short Term Goal 6:** Work with Council and Community Group(s) to bring the issue of the Olde Town Hall to a conclusion and create a Go Forward Plan for the Building Future

- Staff to create a RFP process to explore private sale of the building with Future consideration for public use of the theatre space.

**Short Term Goal 7:** Roads Effort Review of Staff Resources

- The Public Department is developing a plan to increase roads maintenance efforts (with 4 day summer work week), increase operation of the road brusher, create a small dedicated construction supervisor and grader operator to work with construction companies to complete capital projects. This will be role out and discussed during 2021 budget discussions.

**CAO 2021 Long Term Goal**

**Long Term Goal 1:** Succession Planning for the CAO Retirement

- Work with Council to work the CAO succession plan previously provided.

**Long Term Goal 2:** Continue to work on, report to Council and implement the outstanding Initiative in the 2019-2023 Southgate Community Action Plan

# **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.**



## **Staff Report PW2020-054**

**Title of Report:** PW2020-054 Department Report  
**Department:** Public Works  
**Branch:** None  
**Council Date:** November 4, 2020

**Recommendation:**

**Be it resolved that** Council receive Staff Report PW2020-054 for information.

**Background:**

Public Works Department update.

**Staff Comments:**

**Water and Wastewater:**

1. On October 27, 2020, staff received an Adverse Water Quality Indicator (AWQI) for the Dundalk Drinking Water System, Well D3 treated water sample taken on October 26, 2020, with a Total Coliform of 1. Staff reported the adverse to the Grey Bruce Health Unit and Spills Action Centre, AWQI # 152718. The Health Unit directive was to resample, operations increased chlorine and flushed a hydrant near Well D3. The treated water resample test result was processed on October 28<sup>th</sup> resulted in zero total coliforms and no further action required.
2. Grey Bruce Health Unit inspector Meagan Bruce conducted reassessments on the Holstein Works Garage and the Swinton Park Community Centre drinking water systems on October 28, 2020. Operator Grayson Hannivan and Public Works Manger Jim Ellis accompanied her on the inspections. There were no changes to the risk assessments, the Public Health Inspector issued continuance letters for both facilities. She requested also to reassess the Holstein Park and Pavilion water system, but the system did not commission and operate in 2020 due to COVID-19 restrictions, therefore will be moved forward into 2021. (Attachments 1&2)
3. Ministry of the Environment, Conservation and Parks Drinking Water Inspector Matthew Shannon conducted an inspection of the Dundalk Drinking Water System on October 28, 2020. Operator Grayson Hannivan and Public Works Manger Jim Ellis accompanied him on the inspections.

**Transportation and Public Safety:**

1. Rows Lane and the ends of Hagan Street East were paved October 19, 2020.

2. The asphalt deficiency on Wilder Lake Road was rectified on October 21, 2020.
3. The fierce storm and winds on Friday October 23, 2020 had several trees down across a few roads, mainly in the northwest section of the Township, an operator was dispatched and removed trees that evening.

**Waste Resources and Diversion Management:**

1. Southgate received email correspondence from AMO President Graydon Smith outlining the Province's Blue Box Transition schedule. Southgate is to transition in 2023, which was the date Council endorsed for transitioning. (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.

**Concluding Comments:**

Staff recommends that Council receive Staff Report PW2020-054 for information.

Respectfully Submitted,

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

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

**Attachments:**

Attachment #1 – Holstein Works Garage Continuance Letter

Attachment #2 – Swinton Park Continuance Letter

Attachment #3 - AMO President Graydon Smith email correspondence, Province's Blue Box Transition schedule



101 17th Street East  
Owen Sound ON N4K 0A5  
519-376-9420  
1-800-263-3456  
Fax: 519-376-0605

October 28, 2020

Holstein Works Garage  
123723 Grey Road 12  
Holstein ON

Dear **Jim Ellis**

**Re:   *Small Drinking Water System Continuance of Directive***  
Holstein Works Garage  
123723 Grey Road 12 Holstein  
SDWS Number: 733000328  
October 28, 2020

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Public Health conducted a reassessment of the small drinking water system described above on October 28, 2020. The reassessment did not indicate changes to the risk rating or sampling requirements; therefore, the original directive is still applicable.

It is the owner/operator's responsibility to ensure full compliance of the small drinking water system with Ontario Regulation 319 under the *Health Protection and Promotion Act* .

Thank you for your cooperation. If you require additional information, please do not hesitate to contact me.

Served Upon: \_\_\_\_\_ Jim Ellis \_\_\_\_\_

**HAND DELIVERED BY:** \_\_\_\_\_ *MB* \_\_\_\_\_ **DATE:** October

28, 2020

**RECEIVED BY:** \_\_\_\_\_ *JS* \_\_\_\_\_ **DATE:** October 28, 2020

Meagan Bruce, Public Health Inspector



101 17th Street East  
Owen Sound ON N4K 0A5  
519-376-9420  
1-800-263-3456  
Fax: 519-376-0605

October 28, 2020

Swinton Park Community Centre  
245308 Southgate Rd. 24  
Dundalk ON

Dear **Jim Ellis**

**Re: *Small Drinking Water System Continuance of Directive***  
Swinton Park Community Centre  
245308 Southgate Rd. 24 Dundalk  
SDWS Number: 733000252  
October 28, 2020

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Public Health conducted a reassessment of the small drinking water system described above on October 28, 2020. The reassessment did not indicate changes to the risk rating or sampling requirements; therefore, the original directive is still applicable.

It is the owner/operator's responsibility to ensure full compliance of the small drinking water system with Ontario Regulation 319 under the *Health Protection and Promotion Act* .

Thank you for your cooperation. If you require additional information, please do not hesitate to contact me.

Served Upon: \_\_\_\_\_ Jim Ellis \_\_\_\_\_

**HAND DELIVERED BY:** \_\_\_\_\_ *MB* \_\_\_\_\_ **DATE:** October 28, 2020

**RECEIVED BY:** \_\_\_\_\_ *JS* \_\_\_\_\_ **DATE:** October 28, 2020

Meagan Bruce, Public Health Inspe



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**From:** AMO President <amopresident@amo.on.ca>

**Sent:** October 26, 2020 4:31 PM

**Subject:** Proposed Transition schedule for your Blue Box program to the new Full Producer Responsibility regulation

Dear Mayor/Head of Council,

**Re: Proposed Transition schedule for your Blue Box program to the new Full Producer Responsibility regulation**

I wanted to follow up with you regarding the proposed transition schedule for your Blue Box program to the new full producer responsibility regulation.

Minister Yurek [announced](#) the posting of the draft Blue Box resolution under the RRCEA. It will be [on the EBR for 45 days](#), and comments are due December 3, 2020. The draft regulation contains a proposed transition schedule for municipal blue box programs.

The announcement made the following clear:

- Communities that have a program today, regardless of size, will receive mandatory servicing by producers in the future,
- The program will be required to expand to all communities (with the exception of the far north) along with schools, long term care and retirement homes, parks and public spaces by 2026,
- Input from municipal governments about when they desired to transition was accommodated as much as possible, but not in all cases.

We are pleased the Minister responded to many of the concerns brought forward by municipal governments. He and this government should be commended for moving this important initiative forward. It will be helpful to continue to encourage that this regulation be approved in a manner that aligns with what municipal governments have advocated for many years – better environmental and economic outcomes.

Thanks to all of you for your work on this file and to the many of you who provided a resolution regarding your preferred date for transition. We have included an analysis of the preferred dates municipal Councils identified versus what is proposed in the draft regulation (Attached).

AMO worked diligently to ensure the Ministry had both a copy of all municipal resolutions passed related to the Blue Box transition, as well as, providing them with a full summary of resolutions.

We also met with the Ministry on multiple occasions to ensure they understood the list we had provided and why it was reasonable based on the recommendations in [David Lindsay's Mediation Report](#).

When the list of municipal government resolutions was prorated based on when in the year municipal governments wanted to transition (see Table below), the Ministry had a list that resulted in roughly one-third of the program transition per year. This was the stated objective from producers and industry to disperse the full cost over a three-year period.



	<b>Total Households Served</b>	<b>Total Population</b>	<b>Collected</b>	<b>Marketed</b>	<b>Net Cost</b>	<b>Total Residential Waste Generated</b>
<b>2023 - resolutions</b>	40.45%	38.00%	38.12%	37.78%	38.32%	38.91%
<b>2024 - resolutions</b>	29.14%	29.50%	28.73%	28.18%	27.94%	28.83%
<b>2025 - resolutions</b>	25.21%	28.45%	29.10%	29.35%	26.97%	29.69%
<b>Total - resolutions</b>	94.81%	95.96%	95.95%	95.31%	93.23%	97.43%

As we always reiterated in our correspondence with you, the final decision on the transition schedule rests with the provincial government. They have indicated that they used your preferred dates but also included geographical catchments, tonnes and costs to set the schedule.

We understand changes to transition dates could be problematic for some, especially based on contractual relationships or other issues. We would encourage you to ensure the Ministry is directly aware of your concerns and would appreciate it if you could copy us on your correspondence.

If you have any questions or require further details please contact Dave Gordon at 416 389 4160 or [dgordon@amo.on.ca](mailto:dgordon@amo.on.ca).

Sincerely,

Graydon Smith  
AMO President  
Mayor of the Town of Bracebridge

## Analysis: Blue Box Transition Schedule Comparison with Preferred Municipal Transition Dates

The Ministry of the Environment, Conservation and Parks has proposed a producer responsibility regulation for the Blue Box Program.

The draft regulation is currently posted for a 45-day consultation period on the province's Environmental and Regulatory Registries (<https://ero.ontario.ca/notice/019-2579>).

The Association of Municipalities of Ontario sent the preferred transition dates as chosen by Council to the Ministry, between January and October 2020.

The Ministry is consulting on the proposed transition groupings and with First Nations as it works to finalize the regulation and identify calendar dates for each transitioning program within a given year.

If the date provided by the Ministry in the draft Regulation is problematic for your community, we encourage you to provide this information to the Ministry at [ministry.mecp@ontario.ca](mailto:ministry.mecp@ontario.ca).

Eligible Community	Ministry's Proposed Transition Year in the Regulation	Year that Council Preferred to Transition
Addington Highlands, Township of	2025	2023
Admaston/Bromley, Township of	2025	N/A
Alfred and Plantagenet, Township of	2023	N/A
Algonquin Highlands, Township of	2024	2023
Armour, Township of	2025	2023
Armstrong, Township of	2025	N/A
Arnprior, Town of	2023	2023
Ashfield-Colborne-Wawanosh, Township of	2025	N/A
Assiginack, Township of	2025	N/A
Athens, Township of	2025	N/A
Atikokan, Township of	2025	N/A
Augusta, Township of	2025	2024
Aylmer, Town of	2023	2023
Baldwin, Township of	2025	N/A
Bancroft, Town of	2025	N/A
Barrie, City of	2024	2024
Bayham, Municipality of	2023	2023
Beckwith, Township of	2023	2023
Billings, Township of	2025	2023
Blind River, Town of	2025	2024
Bluewater Recycling Association	2024	2024
Bonfield, Township of	2025	N/A

<b>Eligible Community</b>	<b>Ministry's Proposed Transition Year in the Regulation</b>	<b>Year that Council Preferred to Transition</b>
Bonnechere Valley, Township of	2025	2023
Brant, County of	2025	2024
Brantford, City of	2025	2024
Brockville, City of	2025	2023
Bruce Area Solid Waste Recycling	2025	2025
Brudenell, Lyndoch and Raglan, Township of	2025	2025
Burk's Falls, Village of	2025	2023
Callander, Municipality of	2025	2023
Calvin, Municipality of	2025	N/A
Carleton Place, Town of	2023	2023
Carling, Township of	2025	2023
Carlow Mayo, Township of	2025	2023
Casey, Township of	2025	N/A
Casselman, Village of	2023	2023
Central Elgin, Municipality of	2023	2023
Central Frontenac, Township of	2025	2023
Central Manitoulin, Township of	2025	2025
Charlton and Dack, Municipality of	2025	N/A
Chatham-Kent, Municipality of	2024	2023
Chatsworth, Township of	2023	N/A
Chisholm, Township of	2025	N/A
Clarence-Rockland, City of	2023	2023
Cobalt, Town of	2025	N/A
Cochrane, Corporation of the Town of	2025	2023
Coleman, Township of	2025	N/A
Conmee, Township of	2024	N/A
Cornwall, City of	2025	2024
Deep River, Town of	2025	2023
Deseronto, Town of	2025	2023
Drummond-North Elmsley, Township of	2023	2023
Dryden, City of	2023	2023
Dufferin, County of	2023	2023
Durham, Regional Municipality of	2024	2023
Dutton-Dunwich, Municipality of	2023	2023
Dysart et al, Township of	2024	2023
East Ferris, Municipality of	2025	N/A
Edwardsburgh Cardinal, Township of	2025	2023
Elizabethtown-Kitley, Township of	2025	2023
Elliot Lake, City of	2025	2025
Emo, Township of	2025	N/A
Englehart, Town of	2025	2025
Enniskillen, Township of	2023	2023

<b>Eligible Community</b>	<b>Ministry's Proposed Transition Year in the Regulation</b>	<b>Year that Council Preferred to Transition</b>
Espanola, Town of	2025	N/A
Essex-Windsor Solid Waste Authority	2024	2024
Evanturel, Township of	2025	2024
Faraday, Township of	2025	2024
Fort Frances, Town of	2025	2024
French River, Municipality of	2025	N/A
Front of Yonge, Township of	2025	2023
Frontenac Islands, Township of	2025	N/A
Gananoque, Town of	2025	2023
Gauthier, Township of	2025	N/A
Georgian Bluffs, Township of	2023	N/A
Gillies, Township of	2024	N/A
Goulais Local Service Board	2023	N/A
Greater Madawaska, Township of	2025	N/A
Greater Napanee, Township of	2025	2023
Greater Sudbury, City of	2025	N/A
Grey Highlands, Municipality of	2023	N/A
Guelph, City of	2025	2023
Haldimand, County of	2024	2023
Halton, Regional Municipality of	2025	2025
Hamilton, City of	2025	2023
Hanover, Town of	2025	2024
Harley, Township of	2025	N/A
Hastings Highlands, Municipality of	2024	2023
Hawkesbury Joint Recycling	2023	2023
Head, Clara and Maria, Townships of	2025	2023
Hearst	2025	2023
Highlands East, Municipality of	2024	2023
Hilliard, Township of	2025	2025
Hilton Beach, Village of	2025	N/A
Horton, Township of	2025	2023
Howick, Township of	2024	2023
Hudson, Township of	2025	N/A
Huron Shores, Municipality of	2025	2023
James, Township of	2025	N/A
Kapuskasing, Town of	2025	2023
Kawartha Lakes, City of	2024	2023
Kearney, Town of	2025	N/A
Kenora, City of	2023	2023
Kerns, Township of	2025	N/A
Killaloe, Hagarty, and Richards, Township of	2025	N/A
Killarney, Municipality of	2025	2025

<b>Eligible Community</b>	<b>Ministry's Proposed Transition Year in the Regulation</b>	<b>Year that Council Preferred to Transition</b>
Kingston, City of	2025	N/A
Kirkland Lake, Town of	2025	2023
Laird, Township of	2025	N/A
Lanark Highlands, Township of	2025	N/A
Larder Lake, Township of	2025	N/A
Latchford, Town of	2025	N/A
Laurentian Hills, Town of	2025	2024
Leeds and the Thousand Islands, Township of	2025	N/A
Limerick, Township of	2025	N/A
London, City of	2023	2023
Loyalist, Township of	2025	2023
Macdonald, Meredith & Aberdeen Additional, Township of	2025	N/A
Machar, Township of	2025	N/A
Madawaska Valley, Township of	2025	2025
Magnetawan, Municipality of	2025	2023
Malahide, Township of	2023	2023
Marathon, Town of	2025	N/A
Matachewan, The Corporation of the Township of	2025	N/A
Mattice-Val Cote, Municipality of	2025	2023
McDougall, Municipality of	2025	N/A
McGarry, Township of	2025	N/A
McKellar, Township of	2025	N/A
McMurrich/Monteith, Township of	2025	N/A
Mcnab-Braeside, Township of	2023	2023
Meaford, Municipality of	2023	2023
Merrickville-Wolford, Village of	2023	N/A
Minden Hills, Township of	2024	N/A
Mississippi Mills, Town of	2023	2023
Montague, Township of	2023	2023
Muskoka, District Municipality of	2024	2023
Nairn & Hyman, Township of	2025	2023
Neebing, Municipality of	2024	2023
Newbury, Village of	2023	N/A
Niagara, Regional Municipality of	2024	2023
Nipissing, Township of	2025	N/A
Norfolk, County of	2024	2024
North Bay, City of	2025	2023
North Dundas, Township of	2025	2024
North Frontenac, Township of	2025	N/A
North Glengarry, Township of	2025	2024

<b>Eligible Community</b>	<b>Ministry's Proposed Transition Year in the Regulation</b>	<b>Year that Council Preferred to Transition</b>
North Grenville, Municipality of	2023	N/A
North Huron, Township of	2025	N/A
North Stormont, Township of	2025	2025
Northeastern Manitoulin & Islands, Town of	2025	N/A
Northern Bruce Peninsula, Municipality of	2025	2025
Northumberland, County of	2024	2023
O'Connor, Township of	2024	2023
Oliver Paipooonge, Municipality of	2024	N/A
Orillia, City of	2024	2024
Ottawa Valley Waste Recovery Centre	2025	2025
Ottawa, City of	2023	2023
Owen Sound, City of	2023	2023
Oxford, Restructured County of	2025	2025
Papineau-Cameron, Township of	2025	2024
Parry Sound, Town of	2025	2023
Peel, Regional Municipality of	2024	2024
Perry, Township of	2025	2023
Perth, Town of	2025	2025
Peterborough, City of	2024	2023
Peterborough, County of	2024	2023
Petrolia, Town of	2023	N/A
Plympton-Wyoming, Town of	2023	2023
Powassan, Municipality of	2025	2024
Prescott, Town of	2025	2023
Prince, Township of	2023	2023
Quinte Waste Solutions	2025	2025
Rainy River, Town of	2025	N/A
Red Lake, Municipality of	2023	2023
Renfrew, Town of	2025	2023
Rideau Lakes, Township of	2025	2024
Russell, Township of	2025	2023
Sables-Spanish Rivers, Township of	2025	2023
Sarnia, City of	2023	2023
Sault Ste. Marie, City of	2023	2023
Seguin, Township of	2025	2023
Shuniah, Municipality of	2024	N/A
Simcoe, County of	2024	2023
Sioux Lookout, The Corporation of the Municipality of	2025	2023
Sioux Narrows Nestor Falls, Township of	2023	2023
Smiths Falls, Town of	2025	2023
South Dundas, Township of	2025	2024

<b>Eligible Community</b>	<b>Ministry's Proposed Transition Year in the Regulation</b>	<b>Year that Council Preferred to Transition</b>
South Frontenac, Township of	2025	N/A
South Glengarry, Township of	2025	N/A
South Stormont, Township of	2025	2024
Southgate, Township of	2023	2023
Southwest Middlesex, Municipality of	2023	2023
Southwold, Township of	2023	2023
Spanish, Town of	2025	2023
St. Charles, Municipality of	2025	2025
St. Clair, Township of	2023	2023
St. Joseph, Township of	2025	N/A
St. Thomas, City of	2023	2023
Stone Mills, Township of	2025	N/A
Stratford, City of	2024	2023
Strong, Township of	2025	2023
Sundridge, Village of	2025	2023
Tarbutt & Tarbutt Additional, Township of	2025	2023
Tay Valley, Township of	2025	2024
Temiskaming Shores, City of	2025	2025
Terrace Bay, Township of	2025	N/A
Thames Centre, Municipality of	2023	2023
The Archipelago, Township of	2025	N/A
The Blue Mountains, Town of	2023	N/A
The Nation, Municipality	2023	2023
Thunder Bay, City of	2024	2023
Timmins, City of	2025	2023
Toronto, City of	2023	2023
Tri-Neighbours	2025	2025
Tudor & Cashel, Township of	2025	2024
Waterloo, Regional Municipality of	2024	2024
Wellington, County of	2025	2023
West Elgin, Municipality of	2023	2023
West Grey, Municipality of	2025	2023
West Nipissing, Municipality of	2025	N/A
Westport, Village of	2025	2023
Whitestone, Municipality of	2025	N/A
Whitewater Region, Township of	2025	N/A
Wollaston, Township of	2025	N/A
York, Regional Municipality of	2025	2025



## **Grand River Conservation Authority**

*Summary of the General Membership Meeting – October 23, 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-10-20-71 - Financial Summary
- GM-10-20-66 - 2021 Board Meeting Schedule

### **Information Items**

*The Board received the following reports as information:*

- GM-10-20-69 - Budget 2021 - General Municipal Levy Apportionment - Correction
- GM-10-20-68 - Cash and Investment Status
- GM-10-20-67 - Development, Interference with Wetlands and Alterations to Shorelines Regulation
- GM-10-20-70 - Current Watershed Conditions

### **Correspondence**

*The Board did not receive correspondence items.*

### **Delegations**

*There were no delegations.*

*For full information, please refer to the [October 23 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 November 22, 2020.*

*You are receiving this email as a GRCA board member, GRCF board member, or a Grand River watershed member municipality. If you do not wish to receive this monthly summary, please respond to this email with the word 'unsubscribe'.*



# GRCA General Membership Meetings Calendar

# 2021

January

s	m	t	w	t	f	s
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	GM	23
24	25	26	27	28	29	30
31						

February

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28						

March

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28	29	30	31			

April

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May

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23	24	25	26	27	GM	29
30	31					

June

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27	28	29	30			

July

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18	19	20	21	22	*	24
25	26	27	28	29		31

August

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22	23	24	25	26	GM	28
29	30	31				

September

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12	13	14	15	16	17	18
19	20	21	22	23	GM	25
26	27	28	29	30		

October

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17	18	19	20	21	GM	23
24	25	26	27	28	29	30
31						


November

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14	15	16	17	18	19	20
21	22	23	24	25	GM	27
28	29	30				


December


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12	13	14	15	16	GM	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

 Agenda Published

 General Membership Meeting

 Audit Committee

 Holiday/Head Office Closed

 No meeting scheduled in July

**Subject:** Ontario-Wide Request to Pass County of Wellington Aggregate Resolution

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**Subject:** FW: Ontario-Wide Request to Pass County of Wellington Aggregate Resolution

Please be advised this was passed at our October 13, 2020 meeting of Council  
RESOLUTION: 2020-299

Moved: Councillor Burke

Seconded: Councillor McCabe

*WHEREAS previous assessment methodologies for aggregate resource properties valued areas that were used for aggregate resources or gravel pits at industrial land rates on a per acre basis of the total site and such properties were formally classified and taxed as industrial lands; and*

*WHEREAS Council of the Corporation of the Township of Wellington North supports a fair and equitable assessment system for all aggregate resource properties; and*

*WHEREAS the Municipal Property Assessment Corporation (MPAC) determined, with the participation only of the Ontario Stone, Sand and Gravel Association, revised criteria for assessing aggregate resource properties; and*

*WHEREAS Council has concerns that the revised criteria does not fairly assess the current value of the aggregate resource properties;*

**NOW THEREFORE BE IT RESOLVED:**

*THAT Council of the Corporation of the Township of Wellington North does not consider the revised criteria for assessment of aggregate resource properties as a fair method of valuation for these properties; and*

*AND FURTHER THAT Council believes there is a need to review the current assessment scheme for aggregate resource properties to address the inequity of property values; and*

*AND FURTHER THAT Council hereby calls upon the Province to work with the Municipal Property Assessment Corporation to address the assessment issue so that aggregate resource properties are assessed for their industrial value; and*

*AND FURTHER THAT Council direct the Clerk to provide a copy of this motion to the Ministers of Finance; Municipal Affairs and Housing; and Natural Resources and Forestry; and to AMO, ROMA, and all Ontario municipalities and local MPP(s).*

**CARRIED**

**Karren Wallace, Director Legislative Services/Clerk**

Phone) 519-848-3620 ext 4227

Email) [kwallace@wellington-north.com](mailto:kwallace@wellington-north.com)

# Resolution



Moved By \_\_\_\_\_

Agenda  
Item 8d

Resolution No.  
2020-10-21-324

Last Name Printed Martin

Seconded By \_\_\_\_\_

Council Date: October 21, 2020

Last Name Printed Came

**"Now Therefore Be It Resolved That** Northumberland County Council provide support for the resolution adopted by Wollaston Township regarding requesting a review of the Municipal Election Act to with a view to making amendments that allows for reporting of election fraud and ensuring that legislation can be enforced; and

**Further Be It Resolved That** a copy of this resolution be forwarded to the Honourable Premier Doug Ford, the Minister of Municipal Affairs and Housing, MPP David Piccini (Northumberland Peterborough-South), all Ontario municipalities and the Association of Municipalities of Ontario (AMO)."

Recorded Vote  
Requested by \_\_\_\_\_  
Councillor's Name

Carried  
  
Warden's Signature

Deferred \_\_\_\_\_  
Warden's Signature

Defeated \_\_\_\_\_  
Warden's Signature

# Resolution



Moved By \_\_\_\_\_

Agenda  
Item 8a

Resolution No.  
2020-10-21-321

Last Name Printed Cane

Seconded By \_\_\_\_\_

Council Date: October 21, 2020

Last Name Printed Henderson

**"Now Therefore Be It Resolved That Northumberland County Council provide support for the resolution adopted by the Township of Asphodel Norwood regarding their request that:**

- a governing body be created to regulate cannabis production; and
- the governing body take a unified approach be taken to land use planning restrictions; and
- the governing body enforce the regulations under the Cannabis Act on behalf of the licencing agency and ensures local authorities are in fact provided with notification of any licence issuance, amendment, suspension, reinstatement, or revocation within their region; and
- the governing body communicates more readily with local governments; and
- the governing body provides local government with more support; and

**Further Be It Resolved That Northumberland Council forward this resolution to all municipalities in Ontario, MP Philip Lawrence and MPP David Piccini (Northumberland-Peterborough South), the Minister of Agriculture, Food and Rural Affairs, requesting that legislation be enacted to support local governments with cannabis land use management and enforcement issues."**

Recorded Vote  
Requested by \_\_\_\_\_

Councillor's Name

Carried

  
Warden's Signature

Deferred \_\_\_\_\_

Warden's Signature

Defeated

\_\_\_\_\_  
Warden's Signature

# Resolution



Moved By \_\_\_\_\_

Agenda  
Item 8b

Resolution No.  
2020-10-21-322

Last Name Printed Martin

Seconded By \_\_\_\_\_

Council Date: October 21, 2020


Last Name Printed O'Stander

**"Now Therefore Be It Resolved That** Northumberland County Council provide support for the resolution adopted by Wellington County regarding Aggregate Resource Property Valuation including that;

- Northumberland County does not consider the revised criteria for assessment of aggregate resource properties as a fair method of valuation for these properties; and
- Northumberland County believes there is a need to review the current assessment process for aggregate resource properties to address the inequity of property values; and
- Northumberland County calls upon the Province to work with the Municipal Property Assessment Corporation (MPAC) to address the assessment issue so that aggregate resource properties are assessed for their industrial value; and

**Further Be It Resolved That** Council provides a copy of this resolution to the Minister of Finance, the Minister of Municipal Affairs and Housing; the Minister of Natural Resources and Forestry; MPP David Piccini (Northumberland Peterborough South), the Association of Municipalities of Ontario (AMO), and the Rural Ontario Municipal Association (ROMA), all Ontario municipalities."

Recorded Vote  
Requested by \_\_\_\_\_  
Councillor's Name

Carried   
Warden's Signature

Deferred \_\_\_\_\_  
Warden's Signature

Defeated \_\_\_\_\_  
Warden's Signature



## Northumberland County

# Resolution

Moved By \_\_\_\_\_

Last Name Printed Martin

Seconded By \_\_\_\_\_

Last Name Printed Crate

Agenda  
Item 8c

Resolution No.  
2020-10-21-323

Council Date: October 21, 2020

**"Now Therefore Be It Resolved That** Northumberland County Council provide support for a letter that the Mayor of the Town of Wasaga Beach sent to the Honourable Premier Doug Ford, regarding her concerns about an unauthorized car rally that was recently held in Wasaga Beach; and

**Further Be It Resolved That** a copy of this resolution be sent to Premier Ford, the Ministry of the Solicitor General, the Ministry of the Attorney General, MPP David Piccini (Northumberland Peterborough-South), the local OPP Detachment Commander, the Association of Municipalities of Ontario (AMO), and all Ontario municipalities."

Recorded Vote  
Requested by \_\_\_\_\_  
Councillor's Name

Deferred \_\_\_\_\_  
Warden's Signature

Carried \_\_\_\_\_  
Warden's Signature

Defeated \_\_\_\_\_  
Warden's Signature



October 21, 2020

Via email: [george.cornell@simcoe.ca](mailto:george.cornell@simcoe.ca)

Warden George Cornell  
1110 Highway 26  
Midhurst ON L9X 1N6

Dear Warden Cornell and County Councillors:

**Re: Request for Support from Mount St. Louis Moonstone/Skyline Horseshoe Resort and Hardwood Ski & Bike for their efforts to Declare Snowsports, Skiing and Snowboarding, Alpine and Nordic Deemed Essential in Stage 2.**

---

The Council of the Township of Oro-Medonte, at its October 14th Council meeting, passed the following motion with respect to the above-noted matter:

Be it resolved:

that the correspondence dated October 9, 2020 from Sarah Huter, Assistant General Manager, Mount St. Louis Moonstone Ski Resort re: Request for Support from Mount St. Louis Moonstone/Skyline Horseshoe Resort and Hardwood Ski & Bike for their efforts to Declare Snowsports, Skiing and Snowboarding, Alpine and Nordic Deemed Essential in Stage 2 be received.

And whereas on March 11, 2020 the World Health Organization declared COVID-19 a global pandemic;

And whereas the Government of Ontario, County of Simcoe and Township of Oro-Medonte remain in declared state of emergency in response to the COVID-19 pandemic;

And whereas all levels of Government are effectively working collaboratively in response to the evolving COVID-19 situation;

And whereas the Government of Ontario has developed a comprehensive *Framework for Reopening our Province*;

And whereas many low risk outdoor activities were permitted to re-open in Stage 1 and 2 of the *Provincial re-opening framework*;

And whereas the timing of the release of *Stage 3 framework* and Ontario Regulation 364/20 made under *Reopening Ontario(A Flexible Response to COVID-19) Act, 2020* has not fully considered outdoor winter recreation and the operations of Ontario's ski industry;

And whereas Ontario's ski industry generates approximately \$420 million annually to the provincial economy and supports over 14,000 jobs;

And whereas nordic skiing, alpine skiing, snowboarding and snowshoeing provide low risk opportunities and outlets for participation in outdoor based activities that improve physical and mental health and overall well-being;

And whereas the ski industry has developed comprehensive operating plans and established best practices through its *Ski Well, Be Well* program to ensure compliance with regulations and public health directives and reduce the risk of COVID 19 transmission;

And whereas the Township of Oro-Medonte is the proud home to three of Ontario's largest ski resorts, Hardwood Ski and Bike, Horseshoe Resort and Mount St Louis Moonstone which provide significant local, regional and provincial economic benefits.

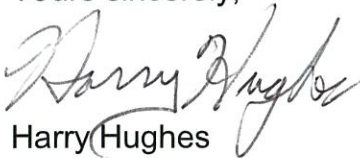
*And whereas MPP Downey has advocated on behalf of these businesses.*

Now therefore

On behalf of Hardwood Ski and Bike, Horseshoe Resort and Mount St. Louis Moonstone, the Council of the Township of Oro-Medonte hereby respectfully requests that the Government of Ontario consult with the ski industry through the Ontario Snow Resorts Association to review re-opening policy considerations currently impacting the industry.

And Further that a copy of this resolution be sent, under the Mayor's signature, to the County of Simcoe and Ontario municipalities for their consideration.

Yours sincerely,



Harry Hughes

Mayor

/vc

Cc: MPP Doug Downey

MPP Jill Dunlop

MP Doug Shipley

MPP Jim Wilson

Lisa MacLeod, Minister of Heritage, Sport, Tourism and Culture Industries  
Council

Shawn Binns, Director Operations & Community Services  
Ontario Municipalities



October 22<sup>nd</sup>, 2020

The Right Honourable Rod Phillips  
Minister of Finance  
Frost Bldg S 7<sup>th</sup> Floor  
7 Queen's Park Cres, Toronto M7A 1Y7

Dear Mr. Phillips:

**Re: Assessing Aggregate Resource Properties**

This letter will confirm support of the Council of the Township of South-West Oxford of County of Wellington Resolution dated September 24<sup>th</sup>, 2020 from the Administration, Finance and Human Resources Committee including that:

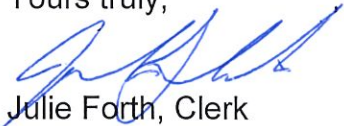
That South-West Oxford Council does not consider the revised criteria for assessment of aggregate resource properties as a fair method of valuation for these properties; and

That South-West Oxford Council believes there is a need to review the current assessment scheme for aggregate resource properties to address the inequity of property values; and

That South-West Oxford Council hereby calls upon the Province to work with the Municipal Property Assessment Corporation to address the assessment issue so that aggregate resource properties are assessed for their industrial value; and

That South-West Oxford Council direct the Clerk to provide a copy of this motion to the Ministers of Finance; Municipal Affairs and Housing; and Natural Resources and Forestry; and to AMO, ROMA, and all Ontario municipalities and local MPP(s).

Yours truly,

A blue ink signature of Julie Forth, Clerk of the Township of South-West Oxford.

Julie Forth, Clerk  
Township of South-West Oxford

cc. Ministry of Municipal Affairs and Housing;  
Ministry of Natural Resources and Forestry;  
Association of Municipalities of Ontario;  
Rural Ontario Municipal Association;  
all Ontario municipalities;  
MPP Ernie Hardeman



CORPORATION OF THE CITY OF  
CLARENCE-ROCKLAND  
REGULAR MEETING

RESOLUTION

**Resolution:** 2020-191  
**Title:** Member's resolution presented by Councillor Mario Zanth and seconded by Councillor Samuel Cardarelli regarding cannabis stores  
**Date:** October 19, 2020

---

**Moved by** Mario Zanth  
**Seconded by** Samuel Cardarelli

**WHEREAS** as the regulator for private cannabis retail in Ontario, the Alcohol and Gaming Commission of Ontario (AGCO) has the authority to license, regulate and enforce the sale of recreational cannabis in privately run stores in Ontario; and

**WHEREAS** on December 17, 2018, Council agreed to 'opt-in' to the Provincial direction to allow Cannabis Retail to occur in the City of Clarence-Rockland; and

**WHEREAS** Council considers a matter of public interest to include a 150 metre distance separation from other Licensed Cannabis Stores, as the Board of Health has noted concerns that excessive clustering and geographic concentration of cannabis retail outlets may encourage undesirable health outcomes, and Economic Development and Planning are concerned that over-concentration may cause undesirable impacts on the economic diversity of a retail streetscape including the distortion of lease rates, economic speculation, and the removal of opportunity for other commercial businesses; and

**WHEREAS** cannabis retail is a new and unproven market, and no studies or precedent exists to determine the number or distribution of stores that can reasonably be supported by the local economy, and it is therefore prudent to establish the means by which the AGCO, with input from a municipality, can regulate over-concentration as the cannabis retail market evolves; therefore

**BE IT RESOLVED THAT** Council directs the Mayor, on behalf of City Council, to write the Honourable Rod Phillips, Minister of Finance of Ontario, and the Honourable Doug Downey, Attorney General of Ontario, requesting the Ministry to modify the regulations governing the establishment of cannabis retail stores to instruct the Alcohol and Gaming Commission to consider over-concentration as an evaluation criteria, and provide added weight to the comments of a municipality concerning matters in the public

interest when considering the application of new stores; and

**BE IT RESOLVED THAT** a copy of this resolution be forwarded to the other municipalities in Ontario.

**CARRIED**



---

Maryse St-Pierre  
Deputy Clerk



Certified true copy



## RÉSOLUTION

**Résolution:** 2020-191  
**Titre:** Résolution de membre présentée par le conseiller Mario Zanth et appuyée par le conseiller Samuel Cardarelli concernant les commerces de vente de cannabis  
**Date:** le 19 octobre 2020

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**Proposée par** Mario Zanth  
**Appuyée par** Samuel Cardarelli

**ATTENDU QU'**en tant qu'organisme de réglementation de vente privée de cannabis en Ontario, la Commission des alcools et des jeux de l'Ontario (CAJO) a le pouvoir d'octroyer des licences, de réglementer et de faire respecter la vente de cannabis à des fins récréatives dans les magasins privés de l'Ontario

**ATTENDU QUE** le 17 décembre 2018, le Conseil a accepté de se conformer à la directive provinciale afin de permettre la vente au détail de cannabis dans la Cité de Clarence-Rockland ; et

**ATTENDU QUE** le Conseil considère qu'il est d'intérêt public d'inclure une distance de 150 mètres de séparation par rapport aux autres magasins de cannabis agréés, étant donné que le Conseil de la santé a pris note des préoccupations selon lesquelles le regroupement et la concentration géographique excessifs des points de vente de cannabis au détail peuvent encourager des résultats indésirables pour la santé, et que le ministère du développement économique et de la planification craint qu'une concentration excessive ne provoque des effets indésirables sur la diversité économique d'un paysage de rue de vente au détail, notamment la distorsion des taux de location, la spéculation économique et la suppression de possibilités pour d'autres entreprises commerciales

**ATTENDU QUE** la vente au détail de cannabis est un marché nouveau et non éprouvé, et qu'il n'existe aucune étude ni aucun précédent pour déterminer le nombre ou la répartition des magasins qui peuvent raisonnablement être soutenus par l'économie locale, et qu'il est donc prudent d'établir les moyens par lesquels l'AGCO, avec l'aide d'une municipalité, peut réguler la surconcentration au fur et à mesure de l'évolution du marché de la vente au détail de cannabis; par conséquent

**QU'IL SOIT RÉSOLU QUE** le conseil municipal demande au maire, au nom du conseil municipal,

d'écrire à l'honorable Rod Phillips, ministre des Finances de l'Ontario, et à l'honorable Doug Downey, procureur général de l'Ontario, pour demander au ministère de modifier les règlements régissant l'établissement de magasins de vente au détail de cannabis afin de donner instruction à la Commission des alcools et des jeux de considérer la surconcentration comme un critère d'évaluation, et de donner plus de poids aux commentaires d'une municipalité concernant les questions d'intérêt public lorsqu'elle examine la demande de nouveaux magasins; et

**QU'IL SOIT RÉSOLU QU'**une copie de cette résolution soit acheminée aux autres municipalités de l'Ontario.

**ADOPTÉE**

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Maryse St-Pierre  
Greffière adjointe



**The Corporation of the Township of Huron-Kinloss**

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Honourable Doug Ford, Premier of Ontario,  
Queen's Park Legislative Building  
1 Queen's Park, Room 281  
Toronto, ON M7A 1A1  
[premier@ontario.ca](mailto:premier@ontario.ca)

October 28, 2020

Dear Honourable Doug Ford;

Please be advised the Council of the Township of Huron-Kinloss at its regular meeting held on October 19, 2020 passed the following resolution;

Re: Copy of Resolution #643

Motion No. 643

Moved by: Don Murray   Seconded by: Lillian Abbott

THAT the Township of Huron-Kinloss hereby supports the Town of Amherstburg in recommending 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, 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 FURTHER direct staff to forward a copy of the resolution to the Honourable Doug Ford, Premier of Ontario, the Honourable Lisa McLeod, Minister of Heritage, Sport, Tourism and Culture Industries and the Association of Municipalities of Ontario.

Carried

Sincerely,

Kelly Lush  
Deputy Clerk

c.c Honourable Lisa McLeod, Minister of Heritage, Sport, Tourism and Culture Industries and the Association of Municipalities of Ontario.



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Honourable Doug Ford, Premier of Ontario,  
Queen's Park Legislative Building  
1 Queen's Park, Room 281  
Toronto, ON M7A 1A1  
[premier@ontario.ca](mailto:premier@ontario.ca)

October 28, 2020

Dear Honourable Doug Ford;

Please be advised the Council of the Township of Huron-Kinloss at its regular meeting held on October 19, 2020 passed the following resolution;

Re: Copy of Resolution #641

Motion No. 641

Moved by: Jeff Elliott    Seconded by: Jim Hanna

THAT the Township of Huron-Kinloss hereby supports Wollaston Township in requesting that the Minister of Municipal Affairs and Housing review the Municipal Elections to play schemes in rural communities where non-residential electors are permitted to participate in elections and provide more clear guidelines to assist Municipal Clerks in defining the voters' list and to ensure there is a clear way to report election fraud and FURTHER directs staff to forward a copy of this resolution to the Right Honourable Doug Ford, Premier of Ontario, the Minister of Municipal Affairs and Housing , the Honourable Steve Clark and all Ontario Municipalities.

Carried

Sincerely,

Kelly Lush  
Deputy Clerk

c.c Minister of Municipal Affairs and Housing , the Honourable Steve Clark and all Ontario Municipalities.

**The Corporation of the Township of Southgate**  
**By-law Number 2020-130**  
**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 November 4<sup>th</sup>, 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 November 4<sup>th</sup>, 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 4<sup>th</sup> day of November, 2020.**

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John Woodbury - Mayor

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Lindsey Green – Clerk