



Township of Southgate Council Meeting Agenda

May 19, 2021

7:00 PM

Electronic Participation

Pages

1. Electronic Access Information

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

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

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

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

4. Confirmation of Agenda

Be it resolved that Council confirm the agenda as presented.

5. Declaration of Pecuniary Interest

6. Adoption of Minutes

10 - 34

Be it resolved that Council approve the minutes from the May 5, 2021 Council meeting as presented; and

That Council approve the minutes from the May 12, 2021 Special Council meeting as presented.

7. Reports of Municipal Officers

7.1. Facilities Manager Kevin Green

7.1.1. REC2021-005 - RFP Lawn Equipment Purchase 35 - 36

Be it resolved that Council receive Staff Report REC2021-005 for information; and
That Council purchase the required Lawn Maintenance Equipment Zero Turn Mower as submitted by Roberts Farm Equipment Sale Inc. Mount Forest. Purchase price \$18,200 plus HST and
That the trade in option on the 2014 Toro of \$2,800 be included in the sale.

7.2. Treasurer William Gott

7.2.1. FIN2021-014 Wellington County Library Board Agreement 37 - 39

Be it resolved that Council receive Staff Report FIN2021-014 Wellington County Library Board Agreement as information; and
That Council consider approving By-Law 2021-069 being a by-law to authorize the signing and execution of a Public Library Services Agreement.

7.2.2. By-law 2021-069 - Authorizing Agreement - Library Services Agreement with Wellington County Public Library Board 40 - 41

Be it resolved that by-law number 2021-069 being a by-law to authorize the signing and execution of a Public Library Services Agreement with the Wellington County Public Library Board and the Township of Southgate be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

7.3. Clerk Lindsey Green

7.3.1. CL2021-014 – OPP Paid Duty Weekend Request 42 - 43

Be it resolved that Council receive Staff Report CL2021-014 as information; and
That Council direct staff to proceed with Option _____, as outlined in this report.

7.4. Public Works Manager Jim Ellis

- 7.4.1. PW2021-022 Revised 2020 Dundalk Wastewater Annual Report** 44 - 56

Be it resolved that Council receive Staff Report PW2021-022 for information; and
That Council approve the revised Dundalk Wastewater Treatment Plant 2020 Annual Report Revision 2.

7.5. Chief Administrative Officer Dave Milliner

- 7.5.1. CAO2021-038 Southgate Meadows Inc. Flato Glenelg Carriage House Phase 1 Subdivision Agreement Report** 57 - 60

Be it resolved that Council receive staff report CAO2021-038 as information; and
That Council approve the Southgate Meadows Inc., Flato Glenelg Carriage House Phase 1 Subdivision Agreement as presented with the initial security calculations; and
That Council consider approval of the final Southgate Meadows Inc., Flato Glenelg Carriage House Phase 1 Subdivision Agreement by municipal By-law 2021-067 at the May 19, 2021 Council meeting.

- 7.5.2. By-law 2021-067 - Flato Glenelg Carriage House Phase 1 Subdivision Agreement** 61 - 124

Be it resolved that by-law number 2021-067 being a by-law to authorize a subdivision agreement with Southgate Meadows Inc. and the Corporation of the Township of Southgate be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

7.5.3. CAO2021-039 Affordable Housing Advisory Committee Report 125 - 138

Be it resolved that Council receive Staff Report CAO2021-039 as information; and

That Council approve the Southgate Affordable-Attainable Housing Advisory Committee Terms of Reference document as presented to provide guidance to and to establish the structure of the committee; and

That Council direct staff to proceed with advertising for the recruitment of members for the Southgate Affordable-Attainable Housing Advisory Committee in the Township of Southgate to develop recommendations to Council over the next 12 months to create an Affordable and Attainable Housing Strategy for Township Council to consider.

7.5.4. CAO2021-040 Draft Southgate Communications Tower and Antenna Municipal Approval By-law Report 139 - 161

Be it resolved that Council receive staff report CAO2021-040 as information; and

That Council approve the Draft Southgate Communications Tower and Antenna Municipal Approval By-law as a policy and guidance document for businesses and contractors to locate communications towers in the Township; and

That Council direct staff to proceed with consulting with local area tower contractors by written correspondence to seek feedback and comments on the Draft Southgate Communications Tower and Antenna Municipal Approval By-law as a policy and guidance document.

7.5.5. CAO2021-041 AMO Conference Delegation Request 2021 162 - 163

Be it resolved that Council receive Staff Report CAO2021-041 as information; and

That Council direct staff to take the lead on the request for a delegation with the Ministry of Infrastructure at the 2021 AMO Virtual Conference to discuss the issues of unjustified/inconsistent service fees, unnecessary delays and access control to the area fibre capacity connections by the rural broadband service providers.

7.5.6. CAO2021-042 Infrastructure Canada Green Inclusive Community Buildings Program and Canada Healthy Community Initiative Funding Report

164 - 167

Be it resolved that Council receive staff report CAO2021-042 as information; and

That Council direct staff to proceed to develop a Dundalk Pool Upgrade project in Southgate as the best fit for an application based on the funding guidelines under the Infrastructure Canada Green and Inclusive Community Buildings Program by the end of June, 2021 deadline; and

That Council receive a verbal update from staff on the May 18, 2021 Downtown Public Consultation meeting and the next steps related to the Canada Healthy Community Initiatives Grant.

7.6. HR Coordinator Kayla Best

7.6.1. HR2021-013 – Support for 988 three-digit Suicide and Crisis Hotline

168 - 169

Whereas the Federal government has passed a motion to adopt 988, a National three-digit suicide and crisis hotline; and

Whereas the ongoing COVID-19 pandemic has increased the demand for suicide prevention services by 200%; and

Whereas existing suicide prevention hotlines require the user to remember a 10-digit number and go through directories or be placed on hold; and

Whereas in 2022 the United States will have in place a national 988 crisis hotline; and

Whereas the Township of Southgate recognizes that it is a significant and important initiative to ensure critical barriers are removed to those in a crisis and seeking help;

Therefore be it resolved that the Township of Southgate endorses this 988 crisis line initiative; and

That a copy of this resolution be sent to Bruce-Grey-Owen Sound MP Alex Ruff, Bruce-Grey-Owen Sound MPP Bill Walker, Federal Minister of Health Patty Hajdu, the Canadian Radio-television and Telecommunications (CRTC) and all municipalities in Ontario.

7.7. Planner Clinton Stredwick

- 7.7.1. PL2021-042 ZBA C1-21 - Manassa Martin** 170 - 176
- Be it resolved that** Council receive Staff Report PL2021-042 for information; and
That Council consider approval of By-law 2021-074.
- 7.7.2. By-law 2021-074 - ZBA C1-21 - Manassa Martin** 177 - 179
- Be it resolved that** by-law number 2021-074 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.
- 7.7.3. PL2021-044 ZBA C3-21 - Pallister Farms Livestock Ltd** 180 - 183
- Be it resolved that** Council receive Staff Report PL2021-044 for information; and
That Council consider approval of By-law 2021-076.
- 7.7.4. By-law 2021-076 - ZBA C3-21 - Pallister Farms Livestock Ltd.** 184 - 186
- Be it resolved that** by-law number 2021-076 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.
- 7.7.5. PL2021-045 ZBA C4-21 - Elam and Nancy Martin** 187 - 192
- Be it resolved that** Council receive Staff Report PL2021-045 for information; and
That Council consider approval of By-law 2021-077.

7.7.6. By-law 2021-077 - ZBA C4-21 - Elam and Nancy Martin 193 - 195

Be it resolved that by-law number 2021-077 being a by-law to amend Zoning By-law No. 19-2002, entitled the "Township of Southgate Zoning By-law" be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

8. By-laws and Motions

8.1. By-law 2021-071 - Appoint By-law Enforcement Officer - Aaron Ryckman 196

Be it resolved that by-law number 2021-071 being a by-law to appoint a Municipal Bylaw Enforcement Officer for the Township of Southgate be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

8.2. By-law 2021-072 - Adopt By-law On Call Policy No. 88 197 - 199

Be it resolved that by-law number 2021-072 being a by-law to adopt a "By-law On Call Policy" known as Policy Number 88 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. Notice of Motion

None

10. Consent Items

10.1. Regular Business (for information)

Be it resolved that Council approve the items on the Regular Business consent agenda dated May 19, 2021 (save and except items _____) and direct staff to proceed with all necessary administrative actions.

10.1.1. FIN2021-013 Financial Report – March 2021 200 - 204

10.1.2. PW2021-023 Department Report 205 - 208

10.1.3.	PW2021-025 Egremont Landfill Amended Environmental Compliance Approval	209 - 250
10.1.4.	April 2021 Cheque Register	251 - 268
10.2.	Correspondence (for information)	
	Be it resolved that Council receive the items on the Correspondence consent agenda dated May 19, 2021 (save and except items _____) as information.	
10.2.1.	SMART - March 26 Approved Meeting Minutes - received May 5, 2021	269 - 274
10.2.2.	County of Grey County Council Compensation - received May 7, 2021	275 - 278
10.2.3.	Wellington North Power - Quarterly Newsletter Q1 - received May 13, 2021	279 - 282
10.2.4.	Request for Pride Month Proclamation - received May 11, 2021	283 - 292
10.3.	Resolutions of Other Municipalities (for information)	
	Be it resolved that Council receive the items on the Resolutions of other Municipalities consent agenda dated May 19, 2021 (save and except items _____) as information.	
10.3.1.	Town of Amherstburg - Planning Act Timelines - received May 3, 2021	293 - 296
10.3.2.	Municipality of Calvin - Motion for 3 Digit Suicide Line - received May 4, 2021	297
10.3.3.	Township of Calvin - Fire Department Support - received May 4, 2021	298
10.3.4.	Municipality of Leamington - Advocacy for Reform MFIPPA - received May 5, 2021	299 - 301
10.3.5.	Town of Perth - Provincial Hospital Funding of Major Capital Equipment - received May 6, 2021	302
10.3.6.	Town of Aurora - Support 988 Suicide Crisis Prevention Hotline - received May 6, 2021	303 - 306

10.3.7.	City of Barrie - National 3-Digit Suicide and Crisis Hotline - received May 7, 2021	307 - 308
10.3.8.	Municipality of Grey Highlands - Support for 3 Digit Crisis Hotline - received May 7, 2021	309 - 310
10.3.9.	Town of Blue Mountains - Letter of Support to Dr. Arra and GBHU - received May 10, 2021	311
10.3.10.	Municipality of Chatham Kent - Support MFIPPA Change - received May 11, 2021	312 - 314
10.3.11.	Town of Blue Mountains - Provincial Re-opening Strategy and Frontline Business Experience - received May 12, 2021	315 - 323
10.3.12.	Township of The Archipelago - Road Management Action on Invasive Phragmites - received May 12, 2021	324 - 325
10.4.	Closed Session (for information)	
	None	
11.	County Report	
	https://www.grey.ca/council	
12.	Members Privilege - Good News & Celebrations	
13.	Closed Meeting	
	None	
14.	Confirming By-law	326
	<p>Be it resolved that by-law number 2021-073 being a by-law to confirm the proceedings of the Council of the Corporation of the Township of Southgate at its regular meeting held on May 19, 2021 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.</p>	
15.	Adjournment	
	<p>Be it resolved that Council adjourn the meeting at [TIME].</p>	



Township of Southgate Minutes of Council Meeting

May 5, 2021

9:00 AM

Electronic Participation

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

Staff Present: Dave Milliner, CAO
Jim Ellis, Public Works Manager
William Gott, Treasurer
Bev Fisher, CBO
Kevin Green, Facilities Manager
Derek Malynyk, Acting Fire Chief
Clinton Stredwick, Planner
Lindsey Green, Clerk
Elisha Milne, Legislative Assistant
Kayla Best, HR Coordinator
Holly Malynyk, Customer Service and Support
Charli Hodges, Administrative Support

1. Call to Order

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

2. Open Forum - Register in Advance

Gerry McNalty spoke at Open Forum to thank Council and Staff for their prompt attention to the affordable/attainable housing presentation that was heard at the April 7, 2021 Council meeting.

3. Confirmation of Agenda

No. 2021-224

Moved By Councillor Shipston

Seconded By Councillor Dobreen

Be it resolved that Council confirm the agenda as amended.

Carried

4. Declaration of Pecuniary Interest

Councillor Sherson declared a pecuniary interest to Regular Business Consent item 11.1.4 - Staff Report HR2021-012 Economic Development Officer Hiring due to the successful candidate being a family member and did not participate in the discussion of that item or the vote of the Regular Business Consent items.

5. Delegations & Presentations

5.1 United Way Grey Bruce Poverty Task Force Delegation - Jill Umbach and Paul Wagenaar

No. 2021-225

Moved By Deputy Mayor Milne

Seconded By Councillor Frew

Be it resolved that Council receive the United Way Grey Bruce Poverty Task Force delegation as information.

Carried

Councillor Rice arrived at the meeting at 9:35 AM.

5.2 Centre Grey Health Services Foundation Presentation - Harvey Fraser and Gerry McNalty

No. 2021-226

Moved By Councillor Shipston

Seconded By Councillor Sherson

Be it resolved that Council receive the Centre Grey Health Services Foundation presentation as information.

Carried

Deputy Mayor Milne moved the following motion.

No. 2021-227

Moved By Deputy Mayor Milne

Seconded By Councillor Dobreen

Be it resolved that Council amend the agenda to move forward Staff Report CAO2021-036 - New Markdale Hospital Building Project and Request for Funding Report to follow the Centre Grey Health Services Foundation Presentation.

Carried

6. Reports of Municipal Officers

6.1 CAO2021-036 New Markdale Hospital Building Project and Request for Funding Report

No. 2021-228

Moved By Councillor Rice

Seconded By Councillor Dobreen

Be it resolved that Council receive staff report CAO2021-036 as information; and

That Council direct staff to forward \$360,000.00 of the \$400,000.00 financial commitment to the New Markdale Hospital Construction Project; and

That Council approve transferring \$40,000 from the Southgate tax stabilization reserve to top up the New Markdale Hospital Construction Project Reserve to \$400,000.00 contribution commitment made in 2005; and

That Council approve the additional funding request of \$60,000

for the New Markdale Hospital Construction Project; and
That Council direct staff to create a reserve contribution of \$30,000.00 per year in the 2022 and 2023 budget to cover the \$60,000 commitment to the New Markdale Hospital Construction Project

Carried

7. Adoption of Minutes

No. 2021-229

Moved By Councillor Rice

Seconded By Councillor Dobreen

Be it resolved that Council approve the minutes from the April 21, 2021 Council meeting as presented.

Carried

8. Reports of Municipal Officers

8.1 Fire Chief Derek Malynyk

8.1.1 FIRE2021-007- 2021 Purchase of Scott Air Packs

No. 2021-230

Moved By Councillor Frew

Seconded By Councillor Shipston

Be it resolved that Council receive Staff Report FIRE2021-007 for information; and

That Council approve the purchase of 8 Scott Air Packs using funds from the Melancthon Fire Reserve and Fire Infrastructure Reserve accounts.

Carried

8.2 Treasurer William Gott

8.2.1 FIN2021-012 Financial Report – December 2020

No. 2021-231

Moved By Deputy Mayor Milne

Seconded By Councillor Sherson

Be it resolved that Council receive Staff Report FIN2021-012 Financial Report - December 2020 as information; and

That Council approves the 2020 transfers from or to Reserves, Deferred Revenue and Reserve Funds as presented.

Carried

8.3 Clerk Lindsey Green

8.3.1 CL2021-011-Municipal Code of Conduct Consultation Survey

No. 2021-232

Moved By Councillor Sherson

Seconded By Councillor Rice

Be it resolved that Council receive Staff Report CL2021-011 as information; and

That Council appoint Mayor Woodbury to participate in the June 8, 2021 townhall session with other Western Ontario municipal representatives to discuss Municipal Codes of Conduct being hosted by the Ministry of Municipal Affairs and Housing.

Carried

8.3.2 CL2021-012-Community Safety and Policing Act, 2019 - Update

No. 2021-233

Moved By Deputy Mayor Milne

Seconded By Councillor Shipston

Be it resolved that Council receive Staff Report CL2021-012 as information; and

That Council discuss the amendments to the existing

Section 10 and 5.1 Board structures under the Community Safety and Policing Act, 2019.

Carried

Council recessed at 10:33 AM and returned at 10:40 AM.

8.4 Chief Administrative Officer Dave Milliner

8.4.1 CAO2021-033 AMO Conference Delegation Request 2021

No. 2021-234

Moved By Councillor Rice

Seconded By Councillor Dobreen

Be it resolved that Council receive Staff Report CAO2021-033 as information; and

That Council provide information to staff on requests for delegations with a Ministry at the 2021 AMO Virtual Conference to discuss issues of concern in Southgate by May 12, 2021.

Carried

8.4.2 CAO2021-034 Dundalk Olde Town Hall RFP Building Sale Request Proposal Report

No. 2021-235

Moved By Deputy Mayor Milne

Seconded By Councillor Shipston

Be it resolved that Council receive staff report CAO2021-034 as information; and

That Council receive the Dundalk Olde Town Hall RFP Property Sale proposal as received from Wellington Capital Corporation with the conditions they have provided; and

That Council direct staff to meet with Team Town Hall, the Dundalk Little Theatre and other interested community groups to discuss their involvement and/or financial commitment in supporting community access theatre space for community cultural events; and

That Council direct staff to work with Wellington Capital Corporation related to negotiating on a Dundalk Olde Town Hall Theatre and Building Space Use Agreement with the proponent on the issues related to the use of the building, defining actual capital investment, fixed operating/maintenance costs and clarifying other issues needing clarification in the proposal.

Carried

8.4.3 CA02021-035 Downtown Dundalk Accessibility and Streetscape Project for Canada Healthy Community Initiative Funding Report

No. 2021-236

Moved By Deputy Mayor Milne

Seconded By Councillor Shipston

Be it resolved that Council receive staff report CA02021-035 as information; and

That Council approve staff proceeding with a Public Consultation Virtual Meeting on May 18th, 2021 with Downtown Dundalk Businesses and Property owners to discuss and consult to seek input on a Proton Street Accessibility, Streetscape and Community Open Space Project to support Southgate's Community Action Plan Goal #2 of Revitalizing Downtown Dundalk; and

That staff report back to Council on the consultation and feedback to make a decision on seeking funding through a Canada Healthy Community Initiative grant application intake for a Downtown Dundalk Improvement Project.

Carried

8.4.4 CA02021-037 Canada Healthy Community Initiative Funding Report

No. 2021-237

Moved By Councillor Frew

Seconded By Deputy Mayor Milne

Be it resolved that Council receive staff report CAO2021-037 as information; and

That Council direct staff to investigate a project in Southgate that fits the application and funding guidelines under the Infrastructure Canada Green and Inclusive Community Buildings Program for the July 6, 2021 deadline if we apply for a grant for over \$3,000,000 or under the continuous intake for grants between \$100,000 and \$3,000,000 until all funds are allocated.

Carried

Councillor Sherson moved the following motion.

No. 2021-238

Moved By Councillor Sherson

Seconded By Councillor Dobreen

Be it resolved that Council proceed past noon.

Carried

8.5 HR Coordinator Kayla Best

8.5.1 HR2021-009 By-Law On-Call Draft Policy #88

No. 2021-239

Moved By Councillor Frew

Seconded By Councillor Dobreen

Be it resolved that Council receive Staff Report HR2021-009 for information; and

That Council approve the Draft Policy #88 By-Law On-Call Policy as presented for review and discussion; and

That Council consider approval of the Policy #88 By-Law On-Call Policy by municipal by-law at the May 19, 2021 Council meeting.

Carried

8.5.2 HR2021-012 Employee Assistance Program

No. 2021-240

Moved By Councillor Dobreen

Seconded By Councillor Shipston

Be it resolved that Council receive Staff Report HR2021-012 for information; and

That Council approve implementing the Employee Assistance Program for one year to all full time and permanent part time staff; and

That Council approve using the COVID-19 Safe Restart Funding to support this initiative.

Carried

8.6 Planner Clinton Stredwick

8.6.1 PL2021-038 - ZBA C25-20 - Don Lewis

No. 2021-241

Moved By Councillor Sherson

Seconded By Councillor Rice

Be it resolved that Council receive Staff Report PL2021-038 for information; and

That Council consider approval of By-law 2021-064.

Carried

8.6.2 By-law 2021-064 - ZBA C25-20 - Don Lewis

Mayor Woodbury requested a recorded vote on the main motion.

No. 2021-242

Moved By Deputy Mayor Milne

Seconded By Councillor Frew

Be it resolved that by-law number 2021-064 being a by-law to amend Zoning By-law No. 19-2002, entitled the "Township of Southgate Zoning By-law" be read a first, second and third time, finally passed, signed by the Mayor

and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

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

Carried (7 to 0)

8.6.3 PL2021-039 - ZBA C28-20 - Paul and Ina Martin

No. 2021-243

Moved By Councillor Rice

Seconded By Councillor Sherson

Be it resolved that Council receive Staff Report PL2021-039 for information; and

That Council consider approval of By-law 2021-065.

Carried

8.6.4 By-law 2021-065 - ZBA C28-20 - Paul and Ina Martin

Mayor Woodbury requested a recorded vote on the main motion.

No. 2021-244

Moved By Councillor Dobreen

Seconded By Councillor Shipston

Be it resolved that by-law number 2021-065 being a by-law to amend Zoning By-law No. 19-2002, entitled the "Township of Southgate Zoning By-law" be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

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

Carried (7 to 0)

8.6.5 PL2021-040 - SP 9-21 Southgate Plastics Inc.

No. 2021-245

Moved By Councillor Sherson

Seconded By Councillor Dobreen

Be it resolved that Council receive Staff Report PL2021-040 for information; and

That Council consider approval of By-law 2021-061 authorizing the entering into a Site Plan Agreement.

Carried

8.6.6 By-law 2021-061 - Site Plan Agreement SP9-21 Southgate Plastics Inc

Mayor Woodbury requested a recorded vote on the main motion.

No. 2021-246

Moved By Councillor Frew

Seconded By Councillor Shipston

Be it resolved that by-law number 2021-061 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.

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

Carried (7 to 0)

8.6.7 PL2021-041 Official Plan Review Planning Consultant RFP

Mayor Woodbury left the meeting at 11:55 AM.

Deputy Mayor Milne assumed the Chair.

Mayor Woodbury returned to the meeting at 11:58 and assumed the Chair.

No. 2021-247

Moved By Deputy Mayor Milne

Seconded By Councillor Rice

Be it resolved that Council receive Staff Report PL2021-041 for information; and

That Council approve the draft Official Plan Review RFP and direct staff to take all necessary actions to advertise the Official Plan Review RFP.

Carried

9. By-laws and Motions

9.1 By-law 2021-060 - Road Widening - B12-20 - Dave and Gayle Milliner

Mayor Woodbury requested a recorded vote on the main motion.

No. 2021-248

Moved By Councillor Rice

Seconded By Councillor Dobreen

Be it resolved that by-law number 2021-060 being a by-law to establish a highway in the former Township of Proton (Consent file B12-20) 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.

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

Carried (7 to 0)

9.2 By-law 2021-062 - Adopt COVID-19 Vaccination Policy No. 87

Mayor Woodbury requested a recorded vote on the main motion.

No. 2021-249

Moved By Councillor Dobreen

Seconded By Councillor Shipston

Be it resolved that by-law number 2021-062 being a by-law to adopt a COVID-19 Vaccination Policy known as Policy Number 87 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)

9.3 By-law 2021-063 - Appoint By-law Enforcement Officer

Mayor Woodbury requested a recorded vote on the main motion.

No. 2021-250

Moved By Deputy Mayor Milne

Seconded By Councillor Sherson

Be it resolved that by-law number 2021-063 being a by-law to appoint a Municipal Bylaw Enforcement Officer for 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)

Councillor Sherson declared a pecuniary interest to Regular Business Consent item 11.1.4 - Staff Report HR2021-012 Economic Development Officer Hiring due to the successful candidate being a family member and did not participate in the discussion of that item or the vote of the Regular Business Consent items.

No. 2021-251

Moved By Councillor Dobreen

Seconded By Councillor Frew

Be it resolved that Council approve the items on the Regular Business consent agenda dated May 5, 2021 and direct staff to proceed with all necessary administrative actions.

Carried

11.1.1 FIRE2021-006 - 2021 1st Quarter Update

11.1.2 PW2021-021 Department Report

11.1.3 HR2021-011 Building Inspector/By-Law Enforcement Officer Hiring

11.1.4 HR2021-012 Economic Development Officer Hiring

11.1.5 Canine Report March 2021

11.1.6 By-law Report March 2021

11.1.7 Building Report March 2021

11.1.8 Councillor Dobreen - Politician's Meeting March 24 2021 Conference Report

11.2 Correspondence (for information)

No. 2021-252

Moved By Councillor Rice

Seconded By Councillor Shipston

Be it resolved that Council receive the items on the Correspondence consent agenda dated May 5, 2021 (save and except items 11.2.11) as information.

Carried

- 11.2.1 Food Bank Report Spring 2021 - received April 16, 2021**
- 11.2.2 SVCA Approved Meeting Minutes March 18, 2021 - received April 16, 2021**
- 11.2.3 SVSPA Approved Meeting Minutes January 22, 2021 - received April 16, 2021**
- 11.2.4 Ministry of the Solicitor General - Enhanced Enforcement and New Order under the EMCPA - received April 18, 2021**
- 11.2.5 GBHU - Grey-Bruce Vaccine Distribution Task Force Open Letter - received April 23, 2021**
- 11.2.6 GRCA General Membership Meeting Summary - received April 23, 2021**
- 11.2.7 Grey Bruce Health Unit - Media Release COVID-19 Help-Line Reactivated - received April 26 2021**
- 11.2.8 Ministry of Environment - RPRA Operating Agreement 2021 - received April 26, 2021**
- 11.2.9 Office of the Warden - Letter Thanking Dr. Arra and Team - received April 28, 2021**
- 11.2.10 Frank Cowan Company Name Change to Intact Public Entities - received April 28, 2021**
- 11.2.11 Wellington North Power - Shareholder Meeting Notice - received April 28, 2021**

Councillor Dobreen moved the following motion.

No. 2021-253

Moved By Councillor Dobreen

Seconded By Councillor Shipston

Be it resolved that Council receive the Wellington North Power invitation to its May 25th, 2021 Annual Shareholder Meeting as information; and

That Council confirm with Wellington North Power the following Southgate attendees: Mayor John Woodbury, CAO Dave Milliner and Councillor Frew as Scrutineer.

Carried

11.2.12SVCA Spring 2021 Newsletter - received April 28, 2021

11.2.13CSWBP Engagement Survey Grey and Bruce Counties - received April 28, 2021

11.2.14Wellington North Power Inc - Township of Southgate Shareholder Dividend Notice - received April 29, 2021

11.2.15WOWC April 2021 Newsletter - received April 29, 2021

11.3 Resolutions of Other Municipalities (for information)

No. 2021-254

Moved By Deputy Mayor Milne

Seconded By Councillor Sherson

Be it resolved that Council receive the items on the Resolutions of other Municipalities consent agenda dated May 5, 2021 as information.

Carried

11.3.1 Township of Springwater - Clean Fuel Standard Letter - received April 16, 2021

11.3.2 Township of the Archipelago - Road Management on Invasive Phragmites - received April 19, 2021

11.3.3 Township of Calvin - Support for Norfolk County Carbon Tax for Primary Ag Producers - received April 21, 2021

- 11.3.4 Township of Cochrane - Support for Fire Departments - received April 21, 2021**
- 11.3.5 Township of Grey Highlands - Support for Grey Bruce Health Unit - received April 21 2021**
- 11.3.6 Township of Hanover - Support Grey Bruce Medical Officer of Health - received April 23, 2021**
- 11.3.7 City of Cambridge - Request for Paid Sick Leave - received April 22, 2021**
- 11.3.8 Town of South Bruce Peninsula - Request for Support Lottery Licensing - received April 23, 2021**
- 11.3.9 Town of Shelburne - Support for Universal Sick Days - received April 28, 2021**
- 11.3.10 Municipality of Tweed - Inclusive Service Policy Report - received April 28, 2021**
- 11.3.11 Town of Fort Erie - Province Investigating and Updating Source Water Protection Legislation - received April 28, 2021**
- 11.3.12 Township of Scugog - Bus Stops on Dead End Roads - redacted - received April 28, 2021**
- 11.3.13 City of Brantford- Request to Withdraw Prohibition of Golf - received April 28, 2021**

11.4 Closed Session (for information)

None.

12. County Report

Mayor Woodbury summarized the highlights of the last County Council meeting. Full information can be found [here](#).

Deputy Mayor Milne added about a presentation from a developer that is building homes in the Meaford area. He was surprised to see that the homes were being priced at \$399,999. He questioned the developer on how they can sell homes at that price in today's market and with the price of materials. They explained that they have always tried to strive for affordable and attainable housing and that they

operate on a very small profit margin to be able to maintain that. Deputy Mayor Milne commended them for their efforts and encouraged members to read the report.

13. Members Privilege - Good News & Celebrations

Councillor Frew explained the importance of a Municipal by-law ticket book now that the OPP are moving to an electronic ticketing system.

Councillor Dobreen added that the Holstein Optimist Club is hosting their Rib Night on May 29th. There are still a few tickets left to purchase at the Holstein General Store.

Deputy Mayor Milne thanked the Public Works Department's road crew for a great job over the past few weeks tidying up the roads from the spring breakup and for their work on the road side ditches.

Councillor Shipston added that the next Blood Donor Clinic will be held on June 19th and that the mobile clinic out of Barrie collected over 10,000 units that our clinics have been a part of, which is great news.

14. Closed Meeting

None.

15. Confirming By-law

Mayor Woodbury requested a recorded vote on the main motion.

No. 2021-255

Moved By Councillor Shipston

Seconded By Councillor Rice

Be it resolved that by-law number 2021-066 being a by-law to confirm the proceedings of the Council of the Corporation of the Township of Southgate at its regular meeting held on May 5, 2021 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. 2021-256

Moved By Deputy Mayor Milne

Be it resolved that Council adjourn the meeting at 12:29 PM.

Carried

Mayor John Woodbury

Clerk Lindsey Green



Township of Southgate

Minutes of Special Council Meeting

May 12, 2021

9 AM

Electronic Participation

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

Staff Present: Dave Milliner, CAO
Jim Ellis, Public Works Manager
William Gott, Treasurer
Bev Fisher, CBO
Kevin Green, Facilities Manager
Derek Malynyk, Acting Fire Chief
Clinton Stredwick, Planner
Lindsey Green, Clerk
Terri Murphy, Economic Development Officer
Alan Selby, Asset Management Coordinator
Elisha Milne, Legislative Assistant
Kayla Best, HR Coordinator
Holly Malynyk, Customer Service and Support

1. Call to Order

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

2. Confirmation of Agenda

No. 2021-257

Moved By Deputy Mayor Milne

Seconded By Councillor Shipston

Be it resolved that Council confirm the agenda as amended and further amend the agenda to include the Growth Management Study presentation prepared by the County of Grey.

Carried

3. Declaration of Pecuniary Interest

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

4. Committee of the Whole

4.1 Resolve into Committee of the Whole

No. 2021-258

Moved By Councillor Shipston

Seconded By Councillor Frew

Be it resolved that Council recess the Special Council meeting at 9:02 AM and move into the Committee of the Whole meeting to allow for fuller discussion regarding the Asset Management Plan, Growth Management Study and the Climate Change Action Plan.

Carried

4.2 Appointment of Chair

No. 2021-259

Moved By Deputy Mayor Milne

Seconded By Councillor Sherson

Be it resolved that the Committee appoint Mayor Woodbury as Chair of the Committee of the Whole meeting on May 12, 2021.

Carried

5. Reports of Municipal Officers

5.1 County of Grey - Randy Scherzer, Director of Planning & Development and Scott Taylor, Senior Planner

5.1.1 Growth Management Study Presentation

No. 2021-260

Moved By Councillor Shipston

Seconded By Councillor Dobreen

Be it resolved that the Committee of the Whole receive the Growth Management Study Presentation as information; and

That the Committee of the Whole recommend that Council receive the Growth Management Study Presentation as information.

Carried

5.1.2 Climate Change Action Plan Presentation

No. 2021-261

Moved By Councillor Frew

Seconded By Councillor Dobreen

Be it resolved that the Committee of the Whole receive the Climate Change Action Plan Presentation as information; and

That the Committee of the Whole recommend that Council receive the Climate Change Action Plan Presentation as information.

Carried

Committee recessed at 11:05 AM and returned at 11:10 AM.

Councillor Dobreen moved the following motion.

No. 2021-262

Moved By Councillor Dobreen

Seconded By Councillor Shipston

Be it resolved that Committee proceed past noon.

Carried

5.2 William Gott, Treasurer and Alan Selby, Asset Coordinator and Financial Analyst

5.2.1 Asset Management Plan Presentation

No. 2021-263

Moved By Deputy Mayor Milne

Seconded By Councillor Dobreen

Be it resolved that the Committee of the Whole receive Staff Report FIN2021-011 2021 Asset Management Plan as information; and

That the Committee of the Whole recommend to Council that Council consider approval of the Asset Management Plan as presented, by By-law, at the June 2, 2021 regular meeting of Council.

Carried

6. Resolve back to Council

No. 2021-264

Moved By Councillor Shipston

Seconded By Deputy Mayor Milne

Be it resolved that the Committee resolve back to the Special Council meeting at 12:10 PM.

Carried

7. Motions Resulting from Committee of the Whole

7.1 Growth Management Study Presentation

No. 2021-265

Moved By Councillor Frew

Seconded By Councillor Sherson

Be it resolved that Council receive the Growth Management Study Presentation as information.

Carried

7.2 Climate Change Action Plan Presentation

No. 2021-266

Moved By Councillor Shipston

Seconded By Deputy Mayor Milne

Be it resolved that Council receive the Climate Change Action Plan Presentation as information.

Carried

7.3 2021 Asset Management Plan - Staff Report FIN2021-011

No. 2021-267

Moved By Councillor Dobreen

Seconded By Councillor Rice

Be it resolved that Council receive Staff Report FIN2021-011 2021 Asset Management Plan as information; and

That Council consider approval of the Asset Management Plan as presented, by By-law, at the June 2, 2021 regular meeting of Council.

Carried

8. Confirming By-law

Mayor Woodbury requested a recorded vote on the main motion.

No. 2021-268

Moved By Councillor Sherson

Seconded By Councillor Frew

Be it resolved that by-law number 2021-068 being a by-law to confirm the proceedings of the Council of the Corporation of the Township of Southgate at its special meeting held on May 12, 2021 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)

9. Adjournment

No. 2021-269

Moved By Deputy Mayor Milne

Be it resolved that Council adjourn the meeting at 12:14 PM.

Carried

Mayor John Woodbury

Clerk Lindsey Green



Staff Report REC2021-005

Title of Report: REC2021-005-RFP Lawn Equipment Purchase
Department: Recreation
Council Date: May 19, 2021

Recommendation:

Be it resolved that Council receive Staff Report REC2021-005 for information; and

That Council purchase the required Lawn Maintenance Equipment Zero Turn Mower as submitted by Roberts Farm Equipment Sale Inc. Mount Forest. Purchase price \$18,200 plus HST and

That the trade in option on the 2014 Toro of \$2,800 be included in the sale.

Background:

Council Meeting April 7th, 2021 Report Rec2021-003, Council approved the RFP for Lawn Maintenance Equipment – Zero Turn Mower

Staff Comments:

Township of Southgate received 5 responses to the RFP. In review of the pricing the Facilities Manager is recommending proceeding with the Engine power minimum 25Hp Diesel option. The pricing came in under capital budget allotted for purchase; Diesel unit will cost 56% less per litre of fuel, will consume less fuel than gas mowers and diesel unit should extend years of service.

Pricing submitted on this option:

Company	Price	Trade	Purchase No HST
Roberts Farm Equipment	\$18,200	\$2,800	\$15,400
Premier Equipment	\$17,680	\$3,350	\$14,333
D.C. Duke Burlington	\$15,675	\$1,500	\$14,175
Turf Care	\$23,430	\$1,600	\$21,830
Bruce Service Rental	Option not priced		

Evaluation and Selection Scoring on top three units:

Company	Scoring	Reasoning
Roberts Farm Equipment	85	Unit options exceeded other units
Premier Equipment	80	
D.C. Duke Burlington	75	Distance for service and parts

Staff that would be operating the equipment was asked to test drive top two selected units without knowledge of pricing. All staff preferred the unit offered by Roberts Farm equipment; options that were different would better serve the Municipalities need.

Financial Implications:

Capital budget allocated for the purchase was \$16,000. Fuel cost saving by purchasing Diesel Unit estimated at \$1000 less per season.

Communications & Community Action Plan Impact:

Goal 4 - Adequate and Efficient Public Facilities

Strategic Initiatives 4-A Consider all facilities growth and equipment needs to deliver municipal services.

Concluding Comments:

Staff recommends the higher cost unit based on options that are not reflected in the pricing. Facilities Manager's purchase recommendation is based on Southgate Recreation Department's needs and not on any deficiencies on the units presented. All submissions are excellent mowers.

Respectfully Submitted,

Dept. Head: *Original Signed By*

Kevin Green, Facilities Manager

CAO Approval: *Original Signed By*

Dave Milliner, CAO

Attachments: None



Staff Report FIN2021-014

Title of Report: **FIN2021-014 Wellington County Library Board Agreement**

Department: **Finance**

Council Date: May 19, 2021

Recommendation:

Be it resolved that Council receive Staff Report FIN2021-014 Wellington County Library Board Agreement as information; and

That Council consider approving By-Law 2021-069 being a by-law to authorize the signing and execution of a Public Library Services Agreement.

Background:

The Public Libraries Act RSO 1990 Chapter P.44, Section 29(1) states, "The council of a municipality ... may, instead of establishing or maintaining a public library, enter into a contract with a public library board, union board or county library board for the purpose of providing the residents of the municipality ..., with library services, on the terms and conditions set out in the agreement."

Since 2001, Southgate has maintained an agreement annually, based on a 1 year term, with the County of Wellington Public Library Board that allows Southgate residents use the library services of the Mount Forest Library branch.

The terms of the current agreement are:

- 1) Southgate sends the payment in two installments;
- 2) An agreed upon amount;
- 3) No representation on their Library Board;
- 4) A list of household users is forwarded on an annual basis for the sole purpose of determining the fee.

The agreed upon amount has remained at \$120 per household since 2013.

Staff Comments:

Staff has prepared By-law 2021-069, being a by-law to authorize the signing and execution of a Public Library Services Agreement, to enact a 2021 agreement between the Township of Southgate and the Wellington County Public Library Board.

The terms and the agreed upon amount of \$120 per household remain the same as the 2020 agreement and the household count decreases to 247.

Financial Implications:

The 2021 Budget included \$33,600 for the cost of the agreement with Wellington County Public Library Board. The agreement proposed agreement sets the cost for 2021 at \$29,640 as the usage has decreased.

Below is a chart showing the household usage and fees paid since 2013:

<u>Year</u>	<u>Usage (# of Households)</u>	<u>Fee</u>	<u>\$ Increase (Decrease)</u>	<u>% Increase (Decrease)</u>
2013	218	\$26,160	\$1,458	5.9%
2014	248	\$29,760	\$3,600	13.8%
2015	225	\$27,000	(\$2,760)	(9.3%)
2016	217	\$26,040	(\$960)	(3.6%)
2017	258	\$30,960	\$4,920	18.9%
2018	248	\$29,760	(\$1,200)	(3.9%)
2019	255	\$30,600	\$840	2.8%
2020	280	\$33,600	\$3,000	9.8%
2021	247	\$29,640	(\$3,960)	(11.8%)

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:

Staff recommends that By-law 2021-069 be considered for approval to enact a 2021 agreement between the Township of Southgate and the Wellington County Public Library Board.

Respectfully Submitted,

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

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

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

BY-LAW NUMBER 2021-069

being a by-law to authorize the signing and execution of a
Public Library Services Agreement with the Wellington County Public Library
Board and the Township of Southgate

Whereas Section 8 of the Municipal Act, 2001, Chapter 25, as amended, provides that the powers of a municipality shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipalities ability 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, right, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act,

Therefore, be it resolved that the Council of the Corporation of the Township of Southgate hereby enacts as follows:

1. **That** the Mayor and Acting Clerk are hereby authorized and directed to sign the Public Library Services Agreement between the Wellington County Public Library Board and the Township of Southgate, attached hereto as Schedule A; and
2. **That** this by-law shall become effective from and after the date of passing hereof.

Read a first, second and third time and finally passed this 19th day of May, 2021.

John Woodbury – Mayor

Lindsey Green - Clerk

Schedule "A"
AGREEMENT

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

AND

THE WELLINGTON COUNTY PUBLIC LIBRARY BOARD

.....
Whereas the Corporation of the Township of Southgate wishes to enter into an agreement with the Wellington County Public Library Board to provide full library service to the Township of Southgate resident/ratepayers.

Now therefore be it resolved that the Corporation of the Township of Southgate and the Wellington County Public Library Board agree to the following:

1. The Wellington County Public Library shall provide all services in accordance with the Public Library Act, R.S.O., 1990, Chapter P.44;
2. The Corporation of the Township of Southgate agrees to pay the Wellington County Library Board a yearly grant to be paid in two installments, and will be due June 30th and October 31st;
3. The Corporation of the Township of Southgate agrees to pay a grant of \$29,640.00 to the Wellington County Library Board for the year 2021;
4. The Corporation of the Township of Southgate agrees to review the grant amount on an annual basis;
5. The Wellington County Library Board will prepare a list of the names and civic address numbers of the users on an annual basis and submit this list to the Township of Southgate, for the sole purpose of determining the fee above;
6. The Township of Southgate will not be represented on the Library Board;
7. The Township of Southgate shall not be liable for any injury, death or property damage to the Public Library, its employees, agents or any claim by any third party against the Board, its employees or agents.

Dated this _____ day of _____, 2021.

Chair, Wellington County Library Board

Mayor, Township of Southgate

CEO, Wellington County Library Board

Clerk, Township of Southgate



Staff Report CL2021-014

Title of Report: CL2021-014 – OPP Paid Duty Weekend Request
Department: Clerks
Branch: Council and Legislative Services
Council Date: May 19, 2021

Recommendation:

Be it resolved that Council receive Staff Report CL2021-014 as information; and
That Council direct staff to proceed with Option _____, as outlined in this report.

Background:

The Grey Bruce OPP Detachment has reached out to the lower tier municipalities to request that the municipalities support a weekend of paid duties for strictly traffic enforcement for one weekend this summer.

Staff have provided this report to the Township of Southgate Police Services Board at their May 18, 2021 board meeting to seek a recommendation from the board for Council's consideration. Due to the timing of their meeting and this Council meeting, staff will provide Council with the Police Service Board's recommendation, if any, verbally at the meeting during discussions.

Staff Comments:

The Township can support either 8-hour shifts, or 10-hour shifts with 2 officers for Fri/Sat/Sun or Fri/Sat/Mon if the weekend chosen falls on a Holiday long weekend.

Below is a breakdown of payment for either scenario:

	8 Hour Shift – 2 officers	10 Hour Shift – 2 officers
Friday	\$1,360.16	\$1,700.20
Saturday	\$1,360.16	\$1,700.20
Sunday (or Monday if Holiday weekend)	\$1,360.16	\$1,700.20
Total:	\$4,080.48	\$5,100.60

The Grey Bruce Detachment Commander will be waiving the Administration Fee (\$60.62/contract) and the Cruiser Fee (\$25.00/hour X2) for the weekend.

Staff are recommending that this be a Council decision rather than a Police Service Board decision as staff are recommending, if approved, that the Township fund the paid duty weekend from the COVID-19 relief fund received from the Provincial Government.

The following three options are asked to be considered by Council:

Option 1 – Council approves of the OPP request to provide a paid duty weekend for 8-hour shifts in the amount of \$4,080.48 and that the paid duty weekend be funded from the COVID-19 relief fund; or

Option 2- Council approves of the OPP request to provide a paid duty weekend for 10-hour shifts in the amount of \$5,100.60 and that the paid duty weekend be funded from the COVID-19 relief fund; or

Option 3 – Council does not support the OPP paid duty request and directs staff to advise the Grey Bruce Detachment Commander of this decision.

Financial Implications:

There are no financial implications to the municipality as a result of this report. If approved, the OPP paid duty weekend would be funded through the COVID-19 relief fund provided by the Provincial Government.

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 CL2021-014 as information and that Council direct staff to proceed with Option 1, 2 or 3 as outlined in this report.

Respectfully Submitted,

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

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

Attachments: None



Staff Report PW2021-022

Title of Report: PW2021-022
Department: Public Works
Branch: Water & Wastewater
Council Date: May 19, 2021

Recommendation:

Be it resolved that Council receive Staff Report PW2021-022 for information; and
That Council approve the revised Dundalk Wastewater Treatment Plant 2020 Annual Report Revision 2.

Background:

The Dundalk Wastewater Treatment Plant 2020 Annual Report was endorsed by Council at the February 17, 2021 Council Meeting.

Public Works Manager Jim Ellis was contacted on May 5, 2021 by Ministry of the Environment, Conservation and Parks (MECP) Water Compliance Inspector Matthew Shannon regarding the Dundalk 2020 Dundalk Wastewater Annual Report. Upon reviewing the report, he noticed a Total Suspended Solids (TSS) loading exceedance in November 2020 stating 21.7 kg/day. The Environmental Compliance Approval (ECA) for the facility for TSS effluent loading is 18.32 kg/day and is to be submitted to the water supervisor within 7 days of the exceedance. The MECP Inspector was seeking verification that the exceedance was reported to the Ministry as outlined in the ECA timeline.

Township staff had noted in draft review that the exceedance was questioned and realized an incorrect number was entered for the number of effluent discharge duration of days, which when corrected was a value of 18.1 mg/l/day for TSS loading. The inspector's enquiry prompted staff to investigate the issue with the report and resulted that the rest of the spreadsheets auto-populate from the working sheet and it looks like they did not update when the change was made in data entry with final report issuance.

Staff Comments:

The effluent loading values were corrected in the report on page 5 Loading Report and page 6 Performance Report, Effluent Loading TSS November with 18.1 mg/l.

Staff will be providing the revised 2020 Dundalk Annual Wastewater Report Revision 2 to the Ministry of the Environment, Conservation and Parks (MECP) and other agencies with the approved Council resolution. (Attachment #1)

Financial Implications:

There are no financial impacts to this report.

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 PW2021-022 for information and that Council approve the revised Dundalk Wastewater Treatment Plant 2020 Annual Report Revision 2.

Respectfully Submitted,

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

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

Attachments:

Attachment #1 -Revised Dundalk Wastewater Treatment Plant 2020 Annual Report Revision 2



Township of Southgate

Dundalk Wastewater Treatment Plant

2020 Annual Report Rev.2

Jim Ellis
Public Works Manager

Dundalk Wastewater Treatment Plant 2020 Annual Report

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Overview:

The Dundalk Wastewater Treatment Plant (WWTP) provided treatment in 2020 with an annual average influent daily flow of 1,161 m³/day, a 4.99% increase over the 2019 average influent daily flow of 1,114 m³/day.

Project Description:

The Dundalk WWTP is a four-cell waste stabilization pond facility flowing into an aeration cell pond with a chemical feed system and a flocculation tank with tertiary treatment consisting of sand filters.

Plant Facts:

Facilities: Waste Stabilization Ponds with Tertiary Treatment

Design Capacity: 1832 m³/day

Receiver Water: Foley Drain/Grand River

Environmental Compliance

Approval: 5657-9D9LYE

Effluent Requirements:

	Ideal	Maximum	Maximum
Effluent Parameter	Concentration Objective	Monthly Average Concentration (MAC)	Monthly Average Loading
COBD5	5.0 mg/L	10.0 mg/L	18.32 kg/day
Total Suspended Solids (TSS)	5.0 mg/L	10.0 mg/L	18.32 kg/day
Total Phosphorous	0.30 mg/L + 5 degrees Celsius stream temperature 0.60 mg/L - 5 degrees Celsius stream temperature	0.40 mg/L + 5 degrees Celsius stream temperature 0.80 mg/L - 5 degrees Celsius stream temperature	0.73 mg/L + 5 degrees Celsius stream temperature 1.47 mg/L - 5 degrees Celsius stream temperature
Dissolved Oxygen	5.0 mg/L	4.0 mg/L	
Unionized Ammonia	0.05 mg/L	0.1 mg/L	
pH	6.5 to 8.5 at all times	6.0 to 9.5 at all times	

Sampling Requirements:

Sampling Criteria for this system is in accordance with Ministry Policy for the Environmental Compliance Approval (ECA) No. 5657-9D9LYE

Final Effluent:

A grab sample is taken twice a month and tested for CBOD, Suspended Solids, Total Phosphorus, Total Ammonia Nitrogen, Ecoli, pH and temperature.

On site testing is performed twice a week on final effluent for Total Ammonia to determine Unionized Ammonia through lab testing, pH, temperature and Dissolved Oxygen.

Raw Sewage:

A grab sample is taken monthly and tested for BOD, Suspended Solids, Total Kjeldahl Nitrogen and Total Phosphorus.

Effluent Flows:

The total effluent flow treated in 2020 was 425,922 m³. The annual average daily flow was 1,084 m³/day, which results in a -2.69% decrease of total effluent over 2019.

Raw Sewage Quality:

- Annual average raw sewage BOD concentration to the lagoon system was 88.5 mg/l.
- Annual average raw sewage suspended solids (TSS) concentration to the lagoon system was 270.9 mg/l.
- Annual average raw total phosphorus was 3.10 mg/l concentration to the lagoon system.
- Annual average Total Kjeldahl Nitrogen (TKN) concentration was 33.0 mg/l.

Plant Performance and Effluent Quality:

- Annual average effluent CBOD concentration was 3.2 mg/l.
- Annual average effluent total suspended solids (TSS) concentration was 4.5 mg/l day with a removal efficiency of 98.29% with an annual monthly average loading of 8.8 kg/day.
- Annual average effluent total phosphorus concentration was 0.04 mg/l day with a removal efficiency of 97.75% with an annual monthly average loading of 0.1 kg/day.
- Annual average effluent concentration for Ammonia-nitrogen was 3.66 mg/l.
- Annual average Unionized Ammonia was 0.020777 mg/l.
- Annual average pH was 7.17.
- Annual monthly average Ecoli was 40 with the low being 2 and the high being 105.
- The summary for 2020 of the data for the systems plant operation performance is enclosed in this report.

Maintenance and Calibration Activities:

Regular monthly preventative maintenance and calibration of test equipment and flow meters are performed by municipal staff and outside certified suppliers.

Third party annual calibrations were performed on November 17,2020.

There were no by-pass events to report.

There were 8 operator shutdowns in 2020:

Please reference below table for shutdowns and limit exceedances for 2020.

2020 Wastewater Effluent parameters compliance exceedances and Shutdowns									
	Monthly Average Effluent Concentration				Monthly Average Effluent Loading (t)			Lagoon Shutdown Duration	Comments
	COBOD5	TSS	TP	Unionized Ammonia	pH	COBOD5	TSS	TP	
	Limit	Limit	Limit	Limit	Limit	Limit	Limit	Limit	
	10.0 mg/day	10.0 mg/L	0.4 mg/L - > 5°C 0.8 mg/L - < 5°C	0.05 mg/L - daily testing 0.1 mg/L - shutdown	< 6.0 or > 9.5	18.32 kg/day	18.32 kg/day	0.4 kg/L - > 5°C 0.8 kg/L - < 5°C	
JAN									
FEB				0.054					9 days 3 days over 0.05 mg/L 6 days over 0.1 mg/L
MAR				> 0.1					31 days 31 days over 0.1 mg/L
APR				> 0.1					30 days 30 days over 0.1 mg/L
MAY				0.043					4 days 4 days over 0.1 mg/L
JUN					8.78				14 days 14 days over 9.5
JUL					> 9.5				31 days 31 days over 9.5
AUG					7.77				4 days 4 days over 9.5
SEP									5 days raise water levels for sludge testing
OCT									
NOV		10		0.051					7 days 3.5 days for ammonia over 0.1 mg/L 3.5 days for TSS average
DEC		7.3 mg/L							16 days 11.5 days for TSS average of 10 mg/L 4 days for ammonia over 0.1 mg/L 0.5 days over 0.05 mg/L
Note: If daily testing for unionized ammonia occurs on a Friday we shut down for the weekend.									

No loading exceedances

Discussion:

The Environmental Assessment is still ongoing for the Dundalk Sewage Works, to determine technologies to meet effluent compliance objectives and limits and expansion to meet future development needs-

In the summer of 2020 Southgate had the Ontario Clean Water Agency (OCWA) contracted to come in with 2 boats and dose batch lagoon cells 2,3 & 4 with Clarion A 510p to assist with algae growth and high pH values-

OCWA conducted a sludge assessment and sampling for lagoon Cells 1,2,3 & 4 in the summer/fall of 2020. Triton Engineering finalized the report and based on the sludge deposition, removal is not recommended at this time. A contingency plan and recommendations for future monitoring has also been included in the report.

Two pumps were replaced. Influent Pump #2 and Backwash Pump #6.

The influent and effluent chart recorders were replaced with digital chart recorders.

Township of Southgate - Village of Dundalk

2020 General Wastewater Information

Plant # : 0-101006-67

ECA # : 5657-9D9LYE

Population: 2431 (Village of Dundalk)

Flows

	<u>Design</u>		<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>
Capacity:	208,500						
Influent Average Daily:	-	m ₃	1,161	1,114	1,105	1,168	986
Annual Influent Flow:	668,600	m ₃	425,922	405,664	401,279	424,727	360,118
Influent Maximum Daily:	-	m ₃	4,510	3,989	9,022	6,362	4,820
Effluent Average Daily:	1,832	m ₃	1,087	1,315	1,355	1,230	1,090
Annual Effluent Flow:	-	m ₃	396,688	407,659	404,853	420,598	334,685
% Discharge vs. Total Capacity:	-		59.3%	61.0%	60.6%	62.9%	50.1%
Influent Increase 2020 over 2019:	-		4.99%	1.09%	-5.52%	17.94%	35.44%
Effluent Increase 2020 over 2019:	-		-2.69%	0.69%	-3.74%	25.67%	-14.13%

Township of Southgate
Loading Report - Dundalk Wastewater Plant

Municipality:	Township of Southgate	Year:	2020
Plant:	Dundalk Wastewater Treatment Lagoons & Collection System		
Plant # :	0-101006-67		
Works # :	110001471		
System Description :	Faculative Lagoons & Sand Filters		

Month	Loading Influent			Effluent Loading		
	BOD kg/day	SS kg/day	T Phos. kg/day	Effluent CBOD kg/day	Effluent SS kg/day	Effluent T Phos. kg/day
January	134.4	344.0	3.8	5.3	5.3	0.05
February	89.8	269.3	2.9	7.3	6.5	0.08
March	PS	PS	PS	PS	PS	PS
April	60.9	347.8	0.3	PS	PS	PS
May	31.5	212.0	0.2	4.8	4.8	0.03
June	82.7	278.2	3.7	7.4	7.4	0.05
July	55.1	170.6	1.8	PS	PS	PS
August	72.8	162.8	2.5	7.2	8.4	0.17
September	83.2	208.0	4.2	6.4	6.4	0.04
October	140.0	425.6	6.5	2.5	3.0	0.03
November	126.5	456.4	4.4	6.5	18.1	0.13
December	155.2	290.0	4.2	6.4	15.6	0.13
Total	1032.0	3164.6	34.6	53.8	78.9	0.71
Average	86.0	263.7	2.9	6.0	8.8	0.08
Maximum	155.2	456.4	6.5	7.4	21.7	0.17

PS = Plant Shutdown

Township of Southgate
Performance Report - Dundalk Wastewater Plant

Municipality: Township of Southgate
Plant: Dundalk Wastewater Treatment Lagoons & Collection System
Plant #: 0-101006-67
Works #: 110001471
System Description: Faculative Lagoons & Sand Filters

Year: 2020
Receiver: Foley Drain - Grand River
Design Average Day Flow (m3): 1832

Month	Flows			Effluent Total Flow m3	Discharge Duration Days	Bio-Chemical Oxygen Demand			Suspended Solids			Phosphorus			E Coli average Effluent Count	Temperature < 5 C. or > 5 C.	Nitrogen Series			Loading		
	Total Flow m3	Avg. Flow m3	Max. Flow m3			Avg. Raw BOD mg/l	Avg Effluent CBOD mg/l	Percent Removal	Avg. Raw SS mg/l	Avg. Effluent SS mg/l	Percent Removal	Avg. Raw T. Phos mg/l	Avg. Effluent T. Phos mg/l	Percent Removal			TKN mg/l	Avg. Effluent NH3 + NH4 mg/l	Unionized Ammonia mg/l	Effluent CBOD kg/day	Effluent SS kg/day	Effluent T Phos. kg/day
January	49607	1600.00	4474.00	55021	31	84.0	3.0	96.43%	215.0	3.0	98.60%	2.40	0.03	98.75%	61	0.5	22.0	7.76	0.008271	5.3	5.3	0.1
February	23658	816.00	1010.00	33113	20.5	110.0	4.5	95.91%	330.0	4.0	98.79%	3.50	0.05	98.57%	105	0.5	31.0	10.90	0.054507	7.3	6.5	0.1
March	62261	2008.00	4510.00	0	0	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS
April	43485	1449.00	2056.00	0	0	42.0	PS	PS	240.0	PS	PS	0.20	PS	PS	PS	0.0	24.8	PS	PS	PS	PS	PS
May	33702	1087.00	1347.00	43305	27	29.0	3.0	89.66%	195.0	3.0	98.46%	0.20	0.02	90.00%	2	12.7	23.7	2.96	0.043000	4.8	4.8	0.0
June	22553	752.00	1412.00	39425	16	110.0	3.0	97.27%	370.0	3.0	99.19%	4.90	0.02	99.59%	2	19.8	46.8	0.02	0.005380	7.4	7.4	0.0
July	20328	656.00	897.00	0	0	84.0	PS	PS	260.0	PS	PS	2.80	PS	PS	PS	0.0	34.0	PS	PS	PS	PS	PS
August	26580	857.00	1682.00	64842	27	85.0	3.0	96.47%	190.0	3.5	98.16%	2.90	0.07	97.59%	59	21.9	25.4	0.11	0.001189	7.2	8.4	0.2
September	24973	832.00	1188.00	52981	25	100.0	3.0	97.00%	250.0	3.0	98.80%	5.10	0.02	99.61%	18	16.9	50.1	0.18	0.002663	6.4	6.4	0.0
October	34712	1120.00	2721.00	26198	31	125.0	3.0	97.60%	380.0	3.5	99.08%	5.80	0.03	99.48%	82	10.0	52.4	0.50	0.005211	2.5	3.0	0.0
November	39107	1304.00	1869.00	49825	23	97.0	3.0	96.91%	350.0	10.0	97.14%	3.40	0.06	98.24%	11	4.4	27.2	4.3	0.051475	6.5	18.1	0.1
December	44956	1450.00	2636.00	31978	15	107.0	3.0	97.20%	200.0	7.3	96.35%	2.90	0.06	97.93%	19	0.5	25.7	6.20	0.077630	6.4	15.6	0.1
Total	425922			396688	215.5																	
Average	35494	1161		33057		88.5	3.2	96.05%	270.9	4.5	98.29%	3.10	0.04	97.75%	40	7.9	33.0	3.66	0.027703	6.0	8.8	0.1
Maximum	62261	2008	4510	64842		125.0	4.5		380.0	10.0		5.80	0.07		105	21.9	52.4	10.90	0.077630	7.4	21.7	0.2

PS = Plant Shutdown

Township of Southgate
Annual Report - Dundalk Wastewater Plant

Plant: Dundalk Wastewater Treatment Lagoons & Collection System
 Works: 110001471
 Year: 2020
 Location Type: **Final Effluent Discharge Report**

Month	Discharge Duration Days	Total Effluent m3	Total Coagulant Used (kg)	Average Coagulant Dosage (mg/l)	Average CBOD mg/l	Average SS mg/l	Average T. Phos. mg/l	Average NH ₃ + NH ₄ as N (mg/l)	E Coli average Count	Average pH Reports	Average Temp. C	Average D.O. mg/l
January	31	55021	1.55	18.3	3.0	3.0	0.03	7.76	61	7.02	0.50	13.32
February	20.5	33113	1.03	20.1	4.5	4.0	0.05	10.90	105	7.64	0.50	11.86
March	0	0	0.00	0.0	PS	PS	PS	PS	PS	PS	PS	0.00
April	0	0	0.00	0.0	PS	PS	PS	PS	PS	8.00	0.00	0.00
May	27	43305	1.35	20.3	3.0	3.0	0.02	2.96	2	7.81	12.70	9.25
June	16	39425	0.80	13.2	3.0	3.0	0.02	0.02	2	8.78	19.80	7.63
July	0	0	0.00	0.0	PS	PS	PS	PS	PS	0.00	0.00	0.00
August	27	64842	1.35	13.5	3.0	3.5	0.07	0.11	59	7.77	21.90	8.01
September	25	52981	1.25	15.3	3.0	3.0	0.02	0.18	18	8.03	16.90	8.68
October	31	26198	1.55	38.5	3.0	3.5	0.03	0.50	82	8.04	10.00	10.63
November	23	49825	1.15	15.0	3.0	10.0	0.06	4.33	11	7.78	4.40	12.71
December	15	31978	0.75	15.2	3.0	7.3	0.06	6.20	19	7.96	0.50	13.68
Total	215.5	396688	10.78									
Average		33057	0.90	14.12	3.17	4.48	0.04	3.66	40	7.17	7.93	7.98
Maximum		64842			4.5	10	0.07	10.9	105	8.78	21.90	13.68

PS = Plant Shutdown

Township of Southgate - Village of Dundalk
Annual Report - Dundalk Wastewater Plant

Plant: Dundalk Wastewater Treatment Lagoons & Collection System
Works: 110001471
Classification: Class 1 Wastewater Collection & Class 1 Wastewater Treatment
Receiver: Foley Drain to Grand River

Year: 2020
Population Served: 2431

Raw Sewage Parameters		January	February	March	April	May	June	July	August	September	October	November	December	Summary
	Average	84	110	PS	42	29	110	84	85	100	125	97	107	88
BOD	Minimum	84	110	PS	42	29	110	84	85	100	125	97	107	88
mg/l	Maximum	84	110	PS	42	29	110	84	85	100	125	97	107	88
Suspended Solids	Average	215	330	PS	240	195	370	260	190	250	380	350	200	271
	Minimum	215	330	PS	240	195	370	260	190	250	380	350	200	271
mg/l	Maximum	215	330	PS	240	195	370	260	190	250	380	350	200	271
	Average	22	31	PS	24.8	23.7	46.8	34.0	25.4	50.1	52.4	27.2	25.7	33.0
TKN	Minimum	22.0	31.0	PS	24.8	23.7	46.8	34.0	25.4	50.1	52.4	27.2	25.7	33.0
mg/l	Maximum	22.0	31.0	PS	24.8	23.7	46.8	34.0	25.4	50.1	52.4	27.2	25.7	33.0
Total Phosphorus	Average	2.43	3.5	PS	0.25	0.22	4.85	2.84	2.91	5.06	5.79	3.44	2.88	3.11
	Minimum	2.43	3.50	PS	0.25	0.22	4.85	2.84	2.91	5.06	5.79	3.44	2.88	3.11
mg/l	Maximum	2.43	3.50	PS	0.25	0.22	4.85	2.84	2.91	5.06	5.79	3.44	2.88	3.11

PS = Plant Shutdown

Township of Southgate - Village of Dundalk
Annual Report - Dundalk Wastewater Plant

Plant: Dundalk Wastewater Treatment Lagoons & Collection System
Works: 110001471
Classification: Class 1 Wastewater Collection & Class 1 Wastewater Treatment
Receiver: Foley Drain to Grand River

Year: 2020
Population Served: 2431

Final Effluent Parameters		January	February	March	April	May	June	July	August	September	October	November	December	Summary
	Average	3.0	4.5	PS	PS	3.0	3.0	PS	3.0	3.0	3.0	3.0	3.0	3.2
	Minimum	3.0	4.0	PS	PS	3.0	3.0	PS	3.0	3.0	3.0	3.0	3.0	3.0
CBOD														
mg/l	Maximum	3.0	5.0	PS	PS	3.0	3.0	PS	3.0	3.0	3.0	3.0	3.0	5.0
Suspended	Average	3.0	4.0	PS	PS	3.0	3.0	PS	3.5	3.0	3.5	10.0	6.5	4.4
Solids	Minimum	3.0	3.0	PS	PS	3.0	3.0	PS	3.0	3.0	3.0	4.0	3.0	3.0
mg/l	Maximum	3.0	5.0	PS	PS	3.0	3.0	PS	4.0	3.0	4.0	16.0	10.0	16.0
	Average	7.8	10.9	PS	PS	2.8	0.0	PS	0.1	0.2	0.5	4.3	6.1	3.63
	Minimum	6.55	10.20	PS	PS	2.13	0.01	PS	0.01	0.10	0.17	3.68	5.43	0.01
NH3 + NH4														
mg/l	Maximum	8.97	11.60	PS	PS	3.44	0.03	PS	0.20	0.25	0.83	4.98	6.83	11.60
	Average	10.45	14.15	PS	PS	3.40	0.06	PS	0.85	1.00	1.35	5.80	9.05	5.12
	Minimum	9.80	13.10	PS	PS	2.80	0.06	PS	0.70	0.90	1.00	4.80	8.10	0.06
TKN														
mg/l	Maximum	11.10	15.20	PS	PS	4.00	0.06	PS	1.00	1.10	1.70	6.80	10.00	15.20
Total	Average	0.04	0.05	PS	PS	0.03	0.02	PS	0.07	0.02	0.03	0.06	0.07	0.04
Phosphorus	Minimum	0.03	0.04	PS	PS	0.01	0.02	PS	0.02	0.01	0.02	0.06	0.04	0.01
mg/l	Maximum	0.04	0.06	PS	PS	0.04	0.02	PS	0.12	0.02	0.03	0.06	0.09	0.12
	Average	61.00	104.50	PS	PS	2.00	2.00	PS	59.00	18.00	82.00	11.00	27.50	41
	Minimum	2	76	PS	PS	2	2	PS	12	12	26	2	1	1
Ecoli														
	Maximum	120	133	PS	PS	2	2	PS	106	24	138	20	54	138
pH Lab Results (In-house testing not included)	Average	7.00	7.64	PS	PS	8.00	8.84	PS	7.99	8.03	8.04	8.15	7.99	7.96
	Minimum	6.90	7.15	PS	PS	7.87	8.04	PS	7.98	8.02	7.97	8.14	7.66	6.90
	Maximum	7.10	8.12	PS	PS	8.13	9.63	PS	7.99	8.04	8.11	8.16	8.31	9.63
	Average	13.15	11.35	PS	PS	9.05	7.60	PS	8.15	8.40	9.60	12.15	13.55	10.33
	Minimum	10.90	10.10	PS	PS	6.60	7.00	PS	7.50	7.20	6.80	10.30	13.00	6.60
DO														
mg/l	Maximum	15.40	12.60	PS	PS	11.50	8.20	PS	8.80	9.60	12.40	14.00	14.10	15.40
Unionized	Average	0.007429	0.076195	PS	PS	0.051600	0.006550	PS	0.001900	0.003050	0.008400	0.074050	0.082950	0.034680
Ammonia	Minimum	0.003127	0.007850	PS	PS	0.003300	0.001200	PS	0.000100	0.000400	0.000200	0.018000	0.045500	0.000100
mg/l	Maximum	0.011730	0.144539	PS	PS	0.099900	0.011900	PS	0.003700	0.005700	0.016600	0.130100	0.120400	0.144539

PS = Plant Shutdown

Township of Southgate

Administration Office

185667 Grey Road 9, RR 1

Dundalk, ON N0C 1B0

Phone: 519-923-2110

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Staff Report CAO2021-038

Title of Report: Southgate Meadows Inc. - Flato Glenelg Carriage House
Subdivision Agreement Phase 1 Approval Report

Department: Administration

Council Date: May 19, 2021

Council Recommendation:

Be it resolved that Council receive staff report CAO2021-038 as information; and

That Council approve the Southgate Meadows Inc., Flato Glenelg Carriage House Phase 1 Subdivision Agreement as presented with the initial security calculations; and

That Council consider approval of the final Southgate Meadows Inc., Flato Glenelg Carriage House Phase 1 Subdivision Agreement by municipal By-law 2021-067 at the May 19, 2021 Council meeting.

Background:

A Subdivision Agreement is required by the Township of Southgate for all residential development projects where the lands being developed have no roads and requires the normal municipal services (lighting, sidewalks, stormwater, wastewater and water) and public servicing (cable TV, electricity, internet, natural gas, telephone, etc.) infrastructure. A Subdivision Agreement (SDA) is a robust version of a site plan agreement that the Township uses to manage industrial and commercial projects. A SDA is a broader document that deals with the following subjects (Articles) and issues to manage the project and the municipal risk associated with these types of developments. The following are the titles of the Articles in the SDA document:

- Interpretation (Definitions)
- Subject Lands and Preconditions for Servicing and Registration
- Special Provisions
- Conveyances and Payments to be Made
- Construction of Services
- Phasing Plan
- Drainage
- Acceptance and Ownership of Services
- Deadline for Completion of Services
- Financial Assurances
- Indemnification and Liability Insurance
- Developer's Additional Obligations during Servicing

- Driveway Locations, Mailboxes, and Roads
- Building Deposit Requirements
- Building Permit Requirements
- Occupancy Requirements
- Building Construction
- Covenants to be Registered on Title
- Lapsing of Agreement
- Stop Work Orders
- Breaches of Agreement
- Arbitration
- General Provisions

The following are Schedules and Forms included in the Subdivision document:

- Legal Description
- Conditions of Draft Plan Approval
- Variations and Exceptions from Standards Provisions of Agreement
- Lands to be Conveyed to the Township
- Easement to be Conveyed to the Township
- Form of Agreement for Easements
- Payments to be made to the Township
- Municipal Services to be provided by the Developer
- Covenants and Restrictions in every Contracts for the sale of lands & registration on titles
- List of Approved Plans
- Final Lot Grading and Drainage Certificate Form
- Letter of Credit requirements form

Southgate's lawyer Stephen Christie from Stutz Brown Self provided the legal review and Township Engineer Ray Kirtz from Triton completed the Engineering review work to develop the Flato Agreement as a template for the Township to use for all future residential developments.

Staff Comments:

Our Township Engineers from Triton Engineering has already provided the technical review of the Schedule E titled "Easements to be Conveyed", Schedule F titled "Securities to the Township" and Schedule I titled "List of Approved Plans" for this project approval of the Southgate Meadows Inc., Flato Glenelg Carriage House Phase 1 Subdivision Agreement.

The Southgate Meadows Inc., Flato Glenelg Carriage House Phase 1 SDA includes a Schedule "J" titled, "Phasing Plan" that identifies the number of phases. The SDA also includes a Schedule "K" titled, Project Phase Mplan, that reflects the specific layout drawing information for this development phase. The SDA for Flato Glenelg

Carriage House Phase 1 includes the Mplan for the agreement's and when approved will allow registration of 183 lots.

The next steps in this SDA process is to approve by municipal by-law and execute the Flato Glenelg SDA for only the Phase 1 project.

Financial Impact or Long Term Implications

There is no financial impact to the municipality as a result of this report as all legal and engineering costs to review and finalize the Flato Glenelg specific agreement for their development will be charged to the developer.

Flato Developments at the present time has \$3,405,531.74 posted in securities with the Township of Southgate for all of their projects.

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 facilitated a significant increase in the supply and comfortable life, even as our population grows and changes.

Concluding Comments:

1. That Council receive this staff report as information.
2. That Council consider approval of the Flato Glenelg Subdivision Agreement for residential developments by Township municipal By-law 2021-067 at the May 19, 2021 meeting.
3. Council has already approved the allocation of 170 residential units (RU) of water and wastewater reserve service capacity for 118 single family and 65 townhomes in the Flato Glenelg Phase 1 project at the October 7th, 2020 Council meeting and approved by Municipal By-law 2020-113 for the Flato Glenelg Final Capacity Allocation Agreement.
4. The final step is the approval of the Planners recommendation to lift the Holding condition on the Flato Glenelg Phase 1 project is ready for registration and securities have been posted.

Respectfully Submitted,

CAO approval: Original Signed By

Dave Milliner – CAO

dmilliner@southgate.ca

519-923-2110 x223

PW approval: Original Signed By

Jim Ellis – Public Works Mgr.

jellis@southgate.ca

519-923-2110 x224

Planning approval: Original Signed By

Clint Stredwick – Municipal Planner

planning@southgate.ca

519-923-2110 x228

The Corporation of the Township of Southgate

By-law Number 2021-067

**being a by-law to authorize a subdivision agreement
with Southgate Meadows Inc. and the
Corporation of the Township of Southgate**

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

Whereas 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 a subdivision agreement with Southgate Meadows Inc.,

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

1. **That** the subdivision agreement with Southgate Meadows Inc. and The Corporation of the Township of Southgate attached hereto as Schedule "A", is hereby ratified and confirmed; and
2. **That** the Mayor and Clerk are hereby authorized and directed to sign the subdivision pre-servicing 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 19th day of May, 2021.

John Woodbury – Mayor

Lindsey Green - Clerk



SUBDIVISION AGREEMENT

Flato Subdivision Agreement



SUBDIVISION AGREEMENT

B E T W E N:

SOUTHGATE MEADOWS INC.

- and -

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

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ARTICLE 2- SUBJECT LANDS AND PRECONDITIONS FOR SERVICING AND REGISTRATION

- 2.1 Legal description
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- 5.4 Additional Works
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SUBDIVISION AGREEMENT

THIS SUBDIVISION AGREEMENT made in quadruplicate this 19th day of May, 2021 pursuant to Section 51 of the *Planning Act*, R.S.O. 1990, c. P.13, as amended.

B E T W E E N:

Southgate Meadows Inc.
(hereinafter called the "Developer")

PARTY OF THE FIRST PART

- and -

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

PARTY OF THE SECOND PART

W H E R E A S:

- A. The Developer is the owner of the lands described in Schedule "A" attached hereto which lands are the subject matter of draft plan approval for a residential subdivision pursuant to section 51 of the *Planning Act* (referred to herein as the "Development") which the Developer proposes to service and develop in phases;
- B. The Township requires the Developer to enter into a written subdivision agreement with respect to the Lands;

NOW THEREFORE this Agreement witnesses that in consideration of the sum of Two Dollars (\$2.00) of lawful money of Canada and other good and valuable consideration, (the receipt whereof is hereby acknowledged), the parties hereto agree with each other as follows:

ARTICLE 1 – INTERPRETATION

1.1 Definitions

In this Agreement words commencing with a capital letter shall have the meaning set out in this Agreement including:

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

"Approved Plans" means all design information submitted to the Township as part of the subdivision approval process including drawing, plans, reports and supporting information including addenda and subsequence revisions, which includes all of those listed in Schedule "I" as amended.

"County" means the Corporation of the County of Grey.

"Draft Plan" means the plan of subdivision identified on Schedule "K" approved by the County of Grey, subject to the provisions of this Agreement, in accordance with the provisions of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended.

"Lands" means the lands described in Schedule "A" attached hereto which lands are the subject matter of draft plan approval for a residential subdivision pursuant to section 51 of the *Planning Act* which the Developer proposes to service and develop and phases.

“Phase” means any areas within the Draft Plan of Subdivision which is intended to be registered separately from the remainder of the Lands.

“Township Council” means the elected members of the municipal council of the Township of Southgate.

“Township Engineer” means the consulting engineering firm retained by the Township for review and approval of the subdivision.

“Municipal Planner” means the Township Planning staff or consulting planning firm retained by the Township to assist with all planning matters relating to the subdivision.

ARTICLE 2 – SUBJECT LANDS AND PRECONDITIONS FOR SERVICING AND REGISTRATION

2.1 Legal description

The Development consists of those parts of the Lands described in Schedule “A” attached hereto.

2.2 Implementation of Draft Plan Conditions

The Developer covenants with the Township that the Lands shall be developed in accordance with the conditions of draft plan approval, a copy of which is attached as Schedule “B”.

2.3 Changes to Draft Plan

Minor changes to the Draft Plan, acceptable to the Township’s Municipal Planner and not affecting the number of lots or blocks, may be permitted without an amendment to this Agreement at the sole discretion of the Township. Any other changes require an amendment to this Agreement.

2.4 Clearance of conditions with respect to Plan to be registered

Before the Township informs the County that its requirements prior to registering the plan of subdivision [the “M-Plan”] have been met, the Developer shall:

- i) reimburse the Township for all costs and expenses, including administrative expenses as defined herein, incurred by the Township in respect of the subdivision proposed for the Lands;
- ii) pay any fees required by the Township’s Fees and Charges By-law, as amended, including administrative fees for the establishment of assessment records for each parcel within the Subdivision;
- iii) pay in full all outstanding taxes including drainage, local improvement and special rates and charges which relate to the Lands;
- iv) deposit with the Township the Letter of Credit, securities, confirmation of insurance and the advance towards administrative expenses as required in Articles 10, 11, and 12.7;
- v) Deliver executed draft transfers of all lands described in Schedule “D” and of all easements and of all Lots and Blocks required by the Township, enumerated on Schedule “E”, free of charge, free and clear of all encumbrances, leaving the date of each transfer and the plan number and the description blank and authorizing the Township Solicitor to insert such date and plan number when the plan is registered and to register such transfers at the Developer’s expense.
- vi) Ensure that all final plans and specifications required by the Township for the municipal services to be constructed in accordance with this Agreement, including the grading control plan, have been approved by the Township Engineer;
- vii) Deposit with the Township written confirmation that is satisfactory to the Township, in its sole and unfettered discretion, that the Developer has entered into an

agreement or agreements with Hydro One (or other applicable provider of electrical services to the subdivision), which are satisfactory to the Township, and evidence that Enbridge, any other communication provider and any other suppliers of utilities which the Township deems necessary to properly develop the Subdivision, will service the Lands and that the plans for such utilities have been reviewed and accepted by the Township Engineer so that conflicts with required municipal services are avoided;

- viii) Provide an Engineer's Report to the satisfaction of the Township Engineer, the Grand River Conservation Authority (herein called "GRCA"), and where applicable, the Ministry of Natural Resources and Forestry, and the Ministry of Environment, Conservation and Parks, stating the means whereby storm water from the development on the Lands will be carried to sufficient outlet and showing how erosion and siltation will be controlled during and after construction. Where storm water must be conducted through, or deposited upon, private lands before it reaches sufficient outlet, the Developer shall have obtained and conveyed to the Township the necessary easements and agreements, as set out in clause v) above. The Developer shall also provide a detailed erosion and siltation plan prepared by a technically qualified consultant showing how the erosion/siltation effects will be contained and minimized prior to, during and after construction, to the satisfaction of the Township and the GRCA;
- ix) Obtain from the Township Council confirmation that adequate water supply and capacity in the sewage collection system is available to accommodate the proposed development on the applicable phase of the Lands, same to be confirmed by way of a by-law prepared and passed by Township Council;
- x) Provide written evidence to the Township from all relevant commenting agencies that each has been provided with a copy of this Agreement and are satisfied with its terms, such evidence to be satisfactory to the Township in its sole discretion;
- xi) Obtain written confirmation from the Municipal Planner that all conditions of Draft Plan approval have been satisfied;
- xii) Obtain confirmation from the Municipal Planner that any required zoning amendment is in force with no appeal taken or all levels of appeal exhausted; and
- xiii) Enter into an agreement with the Township regarding the financing of off-site services, if required; and
- xiv) Enter into the Township's Final Capacity Allocation Agreement.

2.5 Prior to starting construction of services within any part of the M-Plan the Developer shall:

- i) Notify the Township at least fifteen (15) days before the commencement of construction and provide the Township with all information and material required by the Township;
- ii) Erect silt fences or other siltation and erosion control measures to the satisfaction of the Township. The silt fences and erosion control measures shall be erected prior to initiating any grading or construction on the site, and shall remain in place and in good repair during all phases of grading and construction;
- iii) Erect signs as required by this Agreement, a School Board or other public agency and as required by conditions of Draft Plan approval;
- iv) Prepare and submit and have approved by the Township a Schedule of Progress and Completion which shall set out how the construction of the services and utilities will be scheduled to be completed within the two (2) years contemplated by Article 9; and
- v) Obtain all consents, approvals, and permits required by law and provide written evidence of same to the Township and/or Township Engineer, as applicable.

2.6 Delivery of Registered Plans

Upon registration of the M-Plan the Developer shall forthwith deliver to the Township five (5) copies of the plan of subdivision (for the applicable Phase) and a digitized disk of such

plan in a computerized format which is compatible with the most current Autocad “.dwg” file, or in a format approved by the Township’s Municipal Planner.

ARTICLE 3- SPECIAL PROVISIONS

3.1 Exceptions

Variations and exceptions from the standard provisions of this Agreement, if any, are attached hereto as Schedule “C”.

ARTICLE 4- CONVEYANCES AND PAYMENTS TO BE MADE

4.1 Lands to be conveyed for public purposes

The Developer shall convey to the Township the lands described more fully in Schedule "D" so that the Township acquires a good and marketable title thereto free of any mortgage, lien or other encumbrance.

Unless specifically waived in writing by the Township Engineer, the Developer shall provide a Record of Site Condition (as per the *Environmental Protection Act*, and its regulations) with respect to the lands being conveyed to the Township.

4.2 Easements to be conveyed for public purposes

The Developer shall convey to the Township an easement or easements, affecting part of the Lands as described in Schedule “E, for the purpose set out therein. The Developer shall provide evidence in writing to the Township, which is satisfactory to the Township, that easements have been conveyed as required by other utility companies for hydro, telephone, natural gas or similar services.

4.3 Payments to be made to Township

The Developer shall make payments to the Township in the amounts and at the times specified on Schedule “F”.

4.4 Form of Easement

Save and except utilities easements, all permanent easements transferred to the Township shall allow the Township to enter, construct, maintain and repair drainage swales, pipes for water, sewers and conduits for any municipal services. The Township shall restore the surface and make good any damage it does whenever it enters under the easement. The form of the easement document shall be in the form set out in Schedule “E-1”

ARTICLE 5 - CONSTRUCTION OF SERVICES

5.1 Service to be provided

The Developer, at the Developer’s sole cost, shall cause to be constructed and installed those municipal services outlined in Schedule “G” attached hereto.

5.2 Developer’s engineers

The Developer has retained and, until Developer has fulfilled all of its obligations pursuant to this Agreement, shall retain, a civil engineer registered with Professional Engineers Ontario in order to provide engineering services with respect to the design and installation of the municipal services which shall be in accordance with the current standards and specifications of the Township. All plan(s) and specifications and any modifications thereto required by applicable ministries and agencies, and the contractors to be employed for the installation of services, shall be subject to the prior written approval of the Township Engineer.

5.3 As-recorded drawings

The Developer shall cause its engineers to deliver to each of the Township Engineer, the Township’s Municipal Planner, and the Public Works Manager one complete set of as-

recorded drawings and an electronic copy of same upon completion showing each of the said services as constructed. As-recorded drawings are to be to the satisfaction of the Township Engineer.

5.4 Additional works

- (i) If additional works and services are required for the proper servicing of the plan of subdivision, and the existing plans and specifications are insufficient to satisfy the Township's servicing requirements, the Developer shall prepare, at its expense, all additional plans and specifications, planning reports, surveys, contracts and other special information that may be required by the Township, (the "additional plans"), for the additional works and services.
- (ii) The Township's servicing standards shall be considered minimum specifications for the additional plans. The Township neither warrants nor makes any claims as to the sufficiency of such standards. It is the sole responsibility of the Developer and its engineers to provide adequate additional plans for such additional work and services. The said servicing standards, and other municipal specifications applicable to the plan of subdivision, shall be those in effect on the date of execution of this agreement.
- (iii) All additional plans that may be required by the Township shall be submitted to the Township for review. The examination of the plans and the additional plans by the Township shall not constitute an acceptance by the Township of the correctness or adequacy of the said plans.
- (iv) Review of the plans by the Township shall not be taken as limiting the requirement that the Developer provide satisfactory engineering plans and specifications in accordance with good engineering practice. If, during actual construction/installation, it is discovered that the property is not being properly serviced because of inadequacies in the plans, additional plans and/or reports or because of conditions on the property not taken into account when preparing the plans, additional plans and/or reports, the Developer shall cause the plans and/or additional plans to be revised and shall do the work required by such revised plans and/or additional plans to properly service the plan of subdivision at the Developer's expense.

5.5 Installation, supervision and inspection

All services required to be constructed or installed by the Developer hereunder shall be constructed or installed under the full-time supervision of the Developer's engineers and to the satisfaction of the Township Engineer, who, acting reasonably, shall be empowered to:

- (i) conduct such test of materials, methods and workmanship as they may determine including the use of close circuit television cameras for inspection of underground services prior to Preliminary Acceptance of Stages 1 and 2 services, prior to placement of surface asphalt and prior to Final Acceptance of all the required services; and,
- (ii) require that any and all work shall cease until any breach of plans or specifications or its requirements (of which such engineers shall be the sole judge) has been remedied (other than the work required to be done to remedy such breach) and if such engineers deem it necessary to engage technical supervision the expense of such technical consultants, if engaged, shall be a debt due to the Township by the Developer recoverable on demand.

The Developer shall correct any deficiencies noted by the Township Engineer as soon thereafter as is practicable. In the event that the Developer fails to install the services described in Schedule "G" as required by the Township Engineer in accordance with this Agreement then the Township may give thirty (30) days written notice of the default by prepaid registered mail to the Developer at the address provided in Article 23.3; thereafter the Township may enter upon the Lands and proceed to supply all materials and do all necessary works in connection with the installation of services, including the completion, repair and reconstruction of faulty work and the replacement of materials not in accordance with the approved plans and specifications. The Developer shall forthwith pay the cost of such work to the Township upon demand and the Township may draw upon the security provided pursuant to this Agreement to pay for all such costs and fees.

5.6 If the Township elects to do any of the required work and supply any of the required material pursuant to section 5.5, it may do so by either:

- (i) employing an independent contractor, or
- (ii) doing such work and supplying such material itself using its own equipment and employees.

5.7 If the Township does the work itself pursuant to section 5.5, it shall be entitled to charge:

- (i) its labour cost at its actual cost plus ten (10%) percent,
- (ii) its equipment costs
- (iii) its cost of acquisition of material at its cost (including transportation) plus ten (10%) percent.

5.8 Subject to the preceding paragraph, if the Township does the work itself it shall be reimbursed for any work done and material supplied following delivery of invoice to the Developer as per section 5.5. For this purpose, it may realize upon the security deposited in accordance with this agreement. If the Township employs an independent contractor to do the necessary work and to supply the required material it may realize upon the security deposited in accordance with this agreement to pay such independent contractor. If, in doing the work pursuant this Agreement, the security is not sufficient to reimburse the Township for such work done and material supplied, the Developer shall pay the balance to the Township within thirty (30) days after demand has been made for it. If the Developer fails to pay the balance within thirty (30) days after demand, such balance shall bear interest at the rate of interest charged by the bank at which the Township is doing business plus five (5%) percent, both before and after any judgment.

5.9 Street names and required signage

Where applicable, the Developer shall cause the roads and streets forming a part of the Lands to be named to the satisfaction of the Township and the Developer shall at the Developer's cost be responsible for the placement of all street identification signs and all traffic control signs related to this development prior to building permits being issued.

5.10 Winter road maintenance

The Developer agrees and acknowledges that the Township may, but shall not be obliged to, provide winter maintenance of the roads and streets which have not yet been fully granted Final Acceptance by the Township. If the Township does provide winter maintenance prior to Final Acceptance, where there is less than seventy-five percent (75%) occupancy by new homeowners of the residential units in this subdivision phase(s), the Developer will pay the costs of winter maintenance, and if greater than seventy-five percent (75%) occupancy, the Township will assume the burden of costs of winter maintenance. The Developer also agrees that with respect to such streets and roads, all manholes, valves, catchbasins and other obstructions shall be installed at grades so as to permit the Township proper vehicular access for said winter maintenance works. It is agreed that any maintenance performed by the Township pursuant to this section shall be deemed to have been performed by the Township as agents of the Developer and no action on the part of the Township pursuant to this paragraph shall constitute an assumption by the Township of said roads and streets. Any road maintenance provided by the Township prior to Final Acceptance will be at the Developer's expense except as otherwise provided for in this Agreement.

5.11 Repair and maintenance of services

The Developer shall be responsible for the repair and maintenance of each service to be constructed pursuant to this Agreement until the Township has granted Final Acceptance with respect thereto. The Township shall have the right to undertake emergency repairs and maintenance of such services at the Developer's costs, but in such instances this shall not be considered a waiver of the Developer's obligations to maintain and repair.

5.12 Guarantee period

Each of the services required by Article 5.1 hereof shall be guaranteed by the Developer for a period of not less than one year from the date on which the Township grants Preliminary Acceptance with respect to such service. Such service shall only be assumed by the Township or Hydro, as the case may be, upon the Township granting Final

Acceptance at the end of the guarantee period with respect to such service; the guarantee shall remain in effect until Final Acceptance has been granted for the applicable service.

5.13 Notice that services not assumed

Until Final Acceptance for all services has been granted, the Developer shall erect and maintain signs as approved by the Township at all entrance points to the subdivision indicating that the Township has not assumed responsibility for municipal services within the subdivision.

5.14 Stages of construction for services

The Developer acknowledges that the Township will only grant preliminary acceptance, on the basis of four distinct stages of construction and where the subdivision development is phased, within the whole of each phase as approved by the Township. The stages are as follows:

- (i) Stage I services for purposes of this Agreement consist of all underground works including
 - a) all storm and sanitary sewers;
 - b) watermain;
 - c) conduits or pipes for electrical services;
 - d) all other conduits for utilities such as gas, telephone and cable TV under roadways and including all water, storm and sanitary sewer service connections to the limit of the street allowance for each proposed building lot; and
 - e) storm water management facilities including fencing.
- (ii) Stage II services include all works up to and including
 - a) curbs;
 - b) gutters;
 - c) base asphalt;
 - d) placement of all required street signs and traffic control signs;
 - e) erection of a sign at least twelve (12) feet by eight (8) feet to be approved by the Township Engineer at each entrance to the subdivision from a public road, which shall depict the plan of subdivision and shall indicate the locations of all sidewalks/walkways, restricted parking zones, mailboxes, fencing including the type of fencing, school board disclaimer, zoning/land-use on adjacent properties and phases are to be delineated;
 - f) erection of a sign at least three (3) feet by three (3) feet to be approved by the Township Engineer at each point of entry to the subdivision stating that the services including the streets have not been assumed by the Township, and that anyone using the services or streets does so at their own risk; and
- (iii) Stage III services involve the completion of the utility services which shall be completed prior to occupancy of any homes including:
 - a) electrical distribution system to each residential lot;
 - b) street lighting energized,
 - c) natural gas to each residential lot;
 - d) communication services to each residential lot;
 - e) completion of parkland with grading, topsoil, approved vegetation including sod and/or seed; and
 - f) Installation of fencing required by the Township around storm management facilities or other identified hazards.
- (iv) Stage IV services include
 - a) surface course of asphalt;
 - b) sidewalks/walkways;
 - c) boulevards;
 - d) completion of parkland fencing, and any other fencing required by the Township; and
 - e) all other services required by this Agreement.

Each stage may be undertaken as per the phasing of the development outlined in the Phasing Plan.

5.15 Sanitary Flow Monitoring

The Developer shall complete inflow/infiltration testing as per the Ontario Provincial Standard Specification (OPSS) during system construction under wet conditions (i.e. rain, high groundwater). Additional testing/monitoring may be required at the discretion of the Township prior to occupancy of the first residential unit. The testing results shall be provided to the Township for review and approval. All costs associated with the testing program shall be the Developer's sole responsibility.

ARTICLE 6 - PHASING

6.1 Agreement to Apply to All Phases

Where the Lands are to be developed in Phases, each clause of this Subdivision Agreement shall apply mutatis mutandis to each phase. For greater certainty, the parties agree that the intent is that although this Agreement only pertains to the Phase as more particularly set out in Schedule K hereto, the terms of this Agreement shall form the basis for other phases of this particular subdivision, with changes, including changes to the Schedules, as are necessary and appropriate for the applicable phase to be developed.

6.2 Agreement to be Registered

This Agreement may be registered in Phases and shall be registered on the lands outlined by the M-Plan(s) attached hereto as Schedule "K".

6.3 Reserve Allocations

The Township of Southgate has already allocated water and sewer capacity to the Southgate Meadows Inc. Glenelg Carriage House Phase I development previous to the execution of the subdivision agreement.

6.4 Phasing Plan

The Developer agrees to adhere within reason to the Phasing Plan subject to minor changes of a specific phase, as prepared and submitted by the Developer to the Township for approval in accordance with the requirements set out in this Agreement.

6.5 Phase Configuration

The Developer acknowledges that each development phase configuration shall be subject to the approval of the Township, and the Township may, specify based on its engineering requirements which servicing/works that must be completed as part of that phase(s). These servicing/works may require the completion of infrastructure work beyond any one or more phases of development up to and including the completion of all works contemplated by this Agreement. These servicing/works must be completed prior to the issuance of any Building Permit for any lot within the subject phase.

6.6 Conditions to Phasing Plan

The Phasing Plan to be submitted by the Developer and approved by the Township prior to entering into this Agreement. Prior to proceeding with this phase, the Developer shall have addressed to the Township's satisfaction the following matters:

- a) sediment and erosion control;
- b) stockpiling and stripping plans including sequences, heights of stockpiles, revegetation and scheduling;
- c) drainage and storm water management works to be completed including any temporary works necessitated by phasing;
- d) dust and nuisance control measures;

- e) public safety measures;
- f) any other temporary works required as a result of phasing or to facilitate phasing such as turning circles, looping watermains, emergency access roads, fencing;
- g) the provision of phased securities; and,
- h) any other matter it may deem necessary to be addressed to ensure to its satisfaction that phasing of the subdivision can occur in a manner pursuant to this Agreement and will represent an appropriate sequencing of development and servicing of the Lands;

6.7 Modification of Phasing Plan

The Phasing Plan to be submitted by the Developer and approved by the Township and shall form part of this Agreement as an approved drawing and report in Schedule "J" to this Agreement. Where the Township receives a written request to modify the phasing plan and approves such a request, in its sole and unfettered discretion, the modified phasing plan shall be filed with this executed Agreement in the offices of the Township without necessity of amending the registered Agreement, if required. The Township reserves the right to require additional servicing/works, or modifications to proposed infrastructure work, as it deems necessary based on its engineering requirement to accommodate a specific phase.

6.8 Commencement of Phase

Prior to commencement of construction of any phase:

- i) all applicable Securities and Development Charges shall be required to be provided/paid to the Township as per this Agreement,
- ii) the Township allocates, by by-law, the applicable number of units of sewage treatment and water capacity, which by-law may contain such conditions attached to the granting of the sewage treatment and water capacity as the Township may in its discretion impose;
- iii) any Holding Zone provision and/or Inhibiting Order is to be lifted or removed as applicable;
- iv) notifications as identified in this Agreement are undertaken; and
- v) other provisions as outlined in this Agreement or deemed necessary by the Township to be applicable to a phase, have been satisfied.

ARTICLE 7- DRAINAGE

7.1 Overall grading plan

The Developer has retained a civil engineer registered with Professional Engineers Ontario to prepare an overall grading and lot drainage plan. Such plan shall be submitted to and approved by the Township Engineer [the "Approved Grading Plan"]. A copy of the Approved Grading Plan shall be filed with the Township Engineer and the Township's Chief Building Official.

7.2 Rough-grading, stockpiles and weed-free maintenance

The Developer shall ensure that all lots or blocks, or parts thereof, forming a part of the Lands shall be rough graded and drained in accordance with the Approved Grading Plan and to eliminate any ponding of water. All drainage works required to accommodate the Approved Grading Plan shall be constructed and installed by the Developer. Any clearing, grubbing or area grading required to implement the Approved Grading Plan must be approved by the Township Engineer prior to the operations on site taking place. The Developer shall also obtain the approval of the Township Engineer for stockpile location. All vacant lots, blocks or parts thereof shall be maintained by the Developer cutting down

weeds when required to do so by the Township until the date that a building had been erected on the applicable lot, block or part thereof, failing which the Township may do so at the cost of the Developer.

7.3 Individual Lot Plans for building lots

All applications for a building permit for any lot, block or part thereof forming part of the Lands shall be accompanied by a lot plan which shows elevations of top of foundation, garage floor, all lot corners and sufficient other elevations ("Individual Lot Plan") to confirm that the proposed building and resulting lot grading will conform with the Township's servicing standards and the Approved Grading Plan referred to in Article 7.1; any variance between the information shown on the Individual Lot Plan and the Approved Grading Plan shall require the prior written approval of the Township Engineer.

7.4 Certification of grading

All applications for written evidence of compliance with the terms of this Agreement for any part of the Lands shall be accompanied by a certification to the Township from a Civil Engineer registered with Professional Engineers Ontario or Ontario Land Surveyor using the form of certification attached hereto as Form 1 which confirms that the building constructed and the grading of the land to be released, is in conformity with the applicable Township's servicing standards, the Individual Lot Plan referred to in Article 7.3, and the Approved Grading Plan referred to in Article 7.1 and that any variance from the plan has received the prior approval of the Township Engineer.

ARTICLE 8- ACCEPTANCE AND OWNERSHIP OF SERVICES

8.1 Preliminary Acceptance

Upon the satisfactory completion of each stage of servicing as identified in Article 5.14 and provided that:

- (i) the Township Engineer has given approval of the written certification to be provided to the Township by the Developer's Consulting Engineers that all such services have been constructed and installed in accordance with the approved plans and specifications and this Agreement; and
- (ii) the Developer has paid all monies then payable by it to the Township.

Township may grant Preliminary Acceptance of the applicable services and thereafter the said services shall be subject to the minimum one-year guarantee and maintenance period described in Article 5.12.

8.2 Final Acceptance

Township Council may by resolution grant the Final Acceptance of all the applicable services identified in Article 5.12 at a date at least one year after the date of the Preliminary Acceptance of Stage IV referred to in Article 7.1 for such services, provided Developer has paid all monies payable by it to the Township, and the Township Engineer:

- (i) is satisfied the applicable services have been completely installed;
- (ii) is satisfied that no repairs or maintenance work on the applicable services remains to be completed;
- (iii) is satisfied that all standard iron bars, concrete monuments or monumentation of higher standard which were disturbed in the course of servicing or building, have been restored by or at the expense of the Developer and that a certificate from an Ontario Land Surveyor or other evidence satisfactory to the Township's solicitor has been provided to confirm that all such monumentation has been located and, where necessary, replaced.
- (iv) has approved the formal certification from the Developer's Consulting Engineers to the Township certifying that all applicable works and services have been completely installed in accordance with the approved plans and specifications and this Agreement; and,

- (v) has received hard copies of all as-recorded drawings and electronic copy thereof including the Approved Grading Plan.

8.3 Acceptance during winter months

The Township may not issue Preliminary or Final Acceptance during the months of December, January, February or March in each year based on weather conditions or at any other time when inspection of services is impractical in the sole opinion of the Township.

8.4 Use of Service before Final Acceptance

The Developer agrees that the Township shall have the use of the services to be provided pursuant to this Agreement for the purpose for which each such service was designed and further that Township employees, agents and/or contractors may, on no notice, make emergency repairs to such services. The exercise by the Township of its powers under this Article shall not be deemed to be an acceptance of such service, an assumption of any liability associated with such service or a waiver of any rights of the Township to enforce its rights under this Agreement. Until final acceptance of all services has been granted pursuant to Article 8.2, the Developer shall maintain signs as referred to in clause (iii) of Article 2.5 at each point of entry to the subdivision stating that the services including the streets have not been assumed by the Township.

8.5 Ownership of services

Upon the issuance to the Developer of the Final Acceptance Certificate the ownership of the services described in such certificate (except grading) shall vest in the Township and the Developer shall have no claims or rights thereto, other than those accruing as an owner of land abutting the streets in which such services are installed.

ARTICLE 9- DEADLINE FOR COMPLETION OF SERVICES

9.1 Two-year deadline

The Developer shall complete the construction and installation of services described in Article 5.1 and the rough grading required by Article 7.2 within twenty-four (24) months from the date on which the construction of services was commenced, failing which the Township may demand an increase in the amount of security or draw upon the existing security to complete such services or works.

ARTICLE 10- FINANCIAL ASSURANCES

10.1 Type and amount of security

Prior to commencing any work the Developer shall deposit with the Township cash, or an irrevocable standby letter of credit from a Canadian chartered bank or credit union acceptable to the Township and in a form approved by the Township based upon Form 2 attached to this Agreement [the "security"] to secure and guarantee to the Township due performance of the Developer's obligations, including, without limitation, those obligations relating to the provision of municipal services and all financial obligations of the Developer, present and future, pursuant to this Agreement and the security shall be in an original sum of not less than 100% of the value of the municipal and engineering services and rough grading required by this Agreement plus applicable taxes. In the event that a letter of credit is provided then the Township shall be named as beneficiary/secured party therein.

If a Pre-servicing Agreement has been entered into, the amount of securities required by this Agreement shall be as per Article 10.3 namely an amount equal to one hundred and fifteen (115%) percent of the cost of work remaining to be completed plus ten (10%) percent of the completed work costs, as estimated by the Developer's Engineers and verified by the Township Engineer. The Developer's engineer shall determine the amount of the remaining work which shall be verified by the Township Engineer.

In order to guarantee site servicing and the due performance of its covenants for this Agreement, the Developer shall provide a current security financial report (Securities Reconciliation Report) for each project phase in the development, the Township's Engineer shall certify the amount of securities and the Township accept the required amount of securities for inclusion in Schedule "F" of this agreement.

Prior to registration of this Agreement and during the term of this Agreement, the Developer shall maintain a Letter of Credit ("Letter of Credit") or cash security in the amount of \$1,000,000.00. This irrevocable letter of credit will be maintained on a go forward basis to provide assurance for security for this agreement and future phases of the Developer's residential development projects. As new phases come forward for development and as infrastructure within each phase of the developments are completed, the amount of securities required will increase and decrease from time to time. If the aggregate amount of the total securities required to satisfy the Township's assurance of the Developer's due performance in this and other agreements increases above \$1,000,000.00 the Developer will provide the required security in the amount of \$100,000.00 increments to satisfy the Township requirements. Prior proceeding with subsequent phases/development, or any reduction in securities, the Developer's engineering consultant will provide a Securities Reconciliation Report (SRR) based on the work completed by the Developer and Developer's security in place with the Township. This SRR will provide a recommendation regarding adequacy of the current level of security and adjustment needed if applicable. The Township Engineer will review this report and provide a recommendation to the Township.

10.2 Valuation of services

The value of the various services and rough grading for the purposes of the preceding paragraph shall be based on the cost estimates of the Developer's engineers, as approved by the Township Engineer, and adjusted as necessary to be equal to 100% of the contracted price plus the estimated engineering costs, contingencies and HST.

10.3 Reduction of security

As work is completed and Preliminary Acceptance referred to in Article 8.1 is granted by the Township for any sections of the work, the security may be reduced to an amount equal to one hundred and fifteen (115%) percent of the cost of work remaining to be completed plus ten (10%) percent of the completed work costs, as estimated by the Developer's Engineers and verified by the Township Engineer. This security shall remain in place until Final Acceptance referred to in Article 8.2 is granted by the Township. In no case will the security required under this Section be reduced to less than Fifty Thousand (\$50,000.00) Dollars until the issuance of the certificate of Final Acceptance for all services as provided in Article 8.2. Notwithstanding the foregoing, the amounts contemplated in this section 10.3 will be offset by the securities posted as per the Pre-Servicing Agreement and shall not be in addition and should be adjusted as per the conditions set out therein. Furthermore, and notwithstanding the foregoing, nothing in the Pre-Servicing Agreement shall restrict the Township from drawing upon the securities posted pursuant to this Agreement for the purposes so authorized herein.

10.4 Authority to draw upon security

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

10.5 Any security required by Hydro One or any other agency, shall be in addition to the security required by this agreement.

10.6 If the Township makes a demand for additional security or Letter of Credit pursuant to the provision of this Agreement, or if the Township has drawn upon the security or Letter of Credit pursuant to his Agreement, and the Developer has failed to deposit such additional security or Letter of Credit with the Township within fourteen (14) days or to replenish such security or Letter of Credit within (14) days, the Developer shall be deemed to be in breach of this agreement and the Township may issue a stop work order.

10.7 If in the sole opinion of the Township, there is a default under the terms of this Agreement the Letter of Credit or cash security may thereupon be drawn or cashed in whole or in part.

ARTICLE 11- INDEMNIFICATION AND LIABILITY

11.1 Indemnity

The Developer, its assigns and successors in title, agree that they shall indemnify and save harmless the Township and its servants and agents from all actions, causes of action, suits, claims, demands, losses, costs, charges and expenses of every nature and kind whatsoever by whomsoever made, brought or prosecuted, including legal fees, which the Township and its servants and agents may incur, be put to or have to pay, which may arise either directly or indirectly by reason of: any activity of the Developer, its employees, servants, agents, contractors, and subcontractors being negligent in executing the work under this Agreement; the installation of any works or services required under this Agreement; the failure of the Developer to complete the installation of the work required under this Agreement; because of or on account of the ownership, construction, use, existence, or maintenance of the property described in this Agreement; the exercise of the Developer's powers under this Agreement; or, the neglect of the Developer or its employees, servants, agents, contractors, subcontractors or others for whom the Developer is responsible at law in exercising its said powers. Without limiting the generality of the foregoing, the Developer and its assigns and successors in title agree to indemnify and save harmless the Township and its servants and agents for any issues related to the alteration of any grade or existing level construction, the maintenance or repair of any street within the subdivision, or by reason of the failure, neglect or omission of the Developer to do anything agreed to be done pursuant to this Agreement or by reason of any act or omission of the Developer, including failure of the Developer to comply with the *Construction Lien Act, R.S.O. 1990 C. 30*. This provision shall apply even after the subdivision has been assumed if the act or omission of the Developer took place prior to assumption.

11.2 Marketing Prior to Allocation(s)

If Developer markets or sells or enter into Agreements to sell such lots to home buyers, and if the Developer should do so with respect to individual lots prior to allocation of water and/or sewage capacity by the Township, among other remedies available to the Township, it will indemnify the Township from all demands, claims, losses, that may be asserted against the Township arising therefrom.

11.3 Liability insurance

Prior to any construction of services or other work pursuant to this Agreement the Developer shall provide to the Township proof of the following policies of insurance:

- (i) Commercial general liability insurance applying to all operations of the Developer which shall include coverage for bodily injury or death, broad form property damage, products and completed operations liability, owner's and contractor's protective liability, blanket contractual liability, contingent employer's liability, non-owned automobile liability and shall include cross liability and severability of interest clauses. This policy shall contain no exclusions for damage or loss from vibration, pile driving, the removal or weakening of support, shoring, and underpinning, or from any other activity or work that may be done in connection with the development of the subdivision. Such policy shall be written with limits of not less than Five Million Dollars (\$5,000,000.00) exclusive of interest or costs, per occurrence and shall include the Developer, the Township, the County, and each of their respective employees and agents as an additional insured;
- (ii) Automobile liability insurance with an inclusive limit of liability of Two Million Dollars (\$2,000,000.00) on forms meeting statutory requirements covering all licensed vehicles used in any manner in connection with the development of the Subdivision including legal liability for damage to non-owned automobiles coverage and/or cargo insurance. The policy must provide coverage for bodily injury or death or property damage arising out of the ownership, use or operation of all owned and/or leased automobiles. In the alternative, upon request by the Township, the Developer shall provide the Township with an indemnity in favour of the Township in the event of a breach or accident involving any vehicle for which it is directly or indirectly responsible on the site. The Developer acknowledges that it is responsible to obtain the necessary insurance to cover all construction-related vehicles entering and exiting the site and that proof of insurance will be provided upon request and to the satisfaction of the Township;

- (iii) Environmental pollution liability with the following: general aggregate: Two Million Dollars (\$2,000,000.00); per occurrence: Two Million Dollars (\$2,000,000.00); and, Deductible: One Hundred Thousand Dollars (\$100,000.00).
 - (iv) The insurance premium has been prepaid for a period of not less than one (1) year;
 - (v) The Developer shall also provide the Township satisfactory evidence of insurance coverage from the Developer's contractors that mirrors the requirements set out in paragraphs (i) to (iv) above prior to commencing the performance of any of the works or services and shall continue to do so until 24 months following assumption of the work.
 - (vi) The policy shall specify that the policy shall not be cancelled or allowed to expire unless prior notice by registered letter has been received by the Township from the Insurance Company, or its agent, thirty (30) days in advance of the cancellation or expiry date.
- 11.4 If the insurer gives notice of cancellation, to the Developer, the Developer shall within thirty (30) days secure a new insurance policy and provide notice to the Township, failing which it will be deemed to be in breach of this Agreement.
- 11.5 The policy may contain an exclusion for blasting. Blasting shall not be undertaken without the written consent of the Township and without blasting insurance satisfactory to the Township. The giving of consent by the Township does not relieve the Developer from any liability for damage caused by such blasting
- 11.6 The issuance of a policy of insurance shall not be construed as relieving the Developer from responsibility for other or later claims or claims in excess of the limits of the policy, if any, for which it may be held responsible.
- 11.7 Should the Developer fail to maintain the proper insurance coverage, the Township may draw on the security posted by the Developer to pay any and all costs required to replace or maintain the proper insurance coverage.
- 11.8 The Developer shall provide annually to the satisfaction of the Township's Treasurer a copy of the certificate of insurance required pursuant to this Agreement.

ARTICLE 12- DEVELOPER'S ADDITIONAL OBLIGATIONS DURING SERVICING

12.1 Construction liens

Notwithstanding anything contrary contained in this Agreement, the Developer hereby agrees that the filing of any liens pursuant to the *Construction Lien Act*, as amended, with respect to the services required by this Agreement, shall constitute a default by the Developer of the terms of this Agreement and shall entitle the Township to draw on any security required by this Agreement and to use the said draw to make payment into court of the holdback, together with costs. The Developer agrees that when it applies for a release of securities or for Preliminary Acceptance of the services or any part thereof or for a Certificate of Final Acceptance, it shall if requested supply the Township with a Statutory Declaration that all accounts for services and materials for such services have been paid, except the normal construction lien holdbacks, and that there are no claims for liens or otherwise in connection with such services or materials supplied for or on behalf of the Developer in connection with this Agreement.

12.2 Control of dust and other nuisances

The Developer agrees to control dust, dirt, mud, construction refuse and other nuisances on the streets adjacent to the proposed development and on any adjoining streets whether under the jurisdiction of the Township or other authority. The Township reserves the right to give written notice to the Developer to take remedial action if in the Township Engineer's opinion dust, dirt, mud or other nuisance from the development causes problems or complaints; if the necessary remedial action has not been taken within forty-eight (48) hours or the delivery of such notice to the Developer or its Engineers, then, in addition to any other remedies available to it, the Township shall have the right to take such remedial action as specified in the written notice itself and the costs of same shall be paid forthwith by the Developer to the Township.

12.3 Construction Refuse and Debris

The Developer, and each subsequent owner of any part of the Lands shall regularly dispose of all construction refuse, debris or weeds in an orderly and sanitary fashion whether such items result from site servicing or house building or any other source related to the development of the site. If the Developer or each subsequent owner of any part of the Lands fails to remove and dispose of construction refuse and debris to the satisfaction of the Township Engineer, the Township may give written notice to the Developer or applicable owner requiring proper disposal. If the Developer or any subsequent owner of part of the Lands fails to dispose of the refuse, debris or weeds within forty-eight (48) hours after having received a written request from the Township so to do, then, in addition to any other remedies available to it, the Township may, without further notice, undertake such removal and disposal and the costs thereof shall be paid by the Developer or owner receiving the notice forthwith upon demand, which costs shall include all expenses incurred by the Township in carrying out such removal and disposal, and until paid such amounts shall constitute a charge against the applicable land and may be paid from the security pursuant to Article 10 or from the Building Deposit held by the Township pursuant to Article 14.1, as the case may require.

12.4 Construction traffic

The Developer shall co-ordinate all construction traffic associated with the development in a manner which causes the least disruption to existing developed areas and shall implement recommendations of the Township Engineer with respect to site access.

12.5 Storage of construction materials

The Developer covenants that at no time shall construction material for services or buildings to be constructed on the Lands be stored or stock-piled on any street allowance or other municipally-owned lands.

12.6 Sewer Use By-law

The Developer agrees that construction of all services and residences within the development contemplated by this Agreement shall adhere to the requirements of the Township's Sewer Use By-Law in effect as amended from time to time. Under no circumstances shall surface or groundwater drains be connected to the Municipal Sanitary Sewer System.

12.7 Payment of Township's costs

The Developer agrees to pay all reasonable costs and expenses, including engineering, planning, administrative and legal fees incurred by the Township and, if required for extra Council meetings, as a result of the Developer's development proposal and its obligations pursuant to this Agreement. Invoices for such costs and expenses shall be paid by the Developer within thirty (30) days of the date of delivery of the invoice; delivery shall be deemed to have been made on the third (3rd) day after mailing. The Developer shall deposit with the Township the sum of Ten Thousand (\$10,000.00) Dollars as an administrative deposit ("Administrative Deposit") to ensure the prompt payment of the Township's costs under this Article.

12.8 Penalty and interest on late payments

In the event the Developer fails to make any payments to the Township as required by this Agreement or fails to pay any invoice or statement issued pursuant to this Agreement within thirty (30) days, then the Developer shall be declared to be in default under this Agreement and the said amount payable thereunder plus an administration fee equal to ten (10%) percent of such amount shall then be payable. The Township may make the payment from the Administrative Deposit referred to in Article 12.7. Until the required amount has been paid and the Administrative Deposit reinstated to the original amount of such deposit any sum owing to the Township shall bear interest at the rate of five (5%) percent above the prime per annum interest rate charged from time to time by the Canadian Imperial Bank of Commerce (the "Bank") calculated monthly and payable monthly, with such interest rate to be adjusted from time to time on the same basis as prime interest rate adjustments are made by the Bank, and, in addition to any other remedy, the Township shall have the option to withhold building permits for any parts of the Lands.

12.9 Fill importation requirements

If the Developer intends to import fill from off the subject site for use on the site, the Developer shall prepare and implement a Soil Testing, Site/Soil Management, and Reporting Protocol to address the following to the satisfaction of the Township:

- i) Report to the Township test results of soils, prior to the material being received by the Developer at the frequency recommended by the Developers' environmental consultant and not less than once per week and /or one test per four hundred (400) tonnes of material received;
- ii) Report to the Township that the actual test results of the soils being received by the Developer will be provided to the Township and in addition the Developer giving a report that states that the material is in accordance to Provincial standards, and that the material is suitable for the intended use and poses no risk to the existing natural environment and local ground water. This report is to be submitted to the Township for comment prior to the material being placed on the Lands;
- iii) Inspection and management protocols of the operation to ensure that only tested material is being received; and
- iv) Incorporate a reference to the MOE documents dated January, 2014, titled "Management of Excess Soil – A Guide for Best Management Practices" and dated April 15, 2011, titled "Soil, Ground Water and Sediment Standards for Use Under Part XV.1 of the Environmental Protection Act".
- v) Should a Site Alteration Agreement be provided for the Lands, such an agreement supersedes this Section 12.9 to the extent that they are inconsistent.

ARTICLE 13- DRIVEWAY LOCATIONS, MAILBOXES AND ROADS

13.1 Timing of driveway cuts

No curb cuts shall be made or permanent driveway ramp installed until the foundation of the dwelling unit to be served by that particular driveway entrance has been completed. If the Developer proceeds, at their option, to install a driveway cut in advance of the foundation of the dwelling unit, the developer/transferee shall be committed to that driveway location for that lot as part of this agreement and no Building Permit shall be issued for this lot that does not reflect the driveway at that location. The Developer shall be responsible for damage, if any, to the remaining curb.

13.2 Approval of driveway locations

All driveway entrances or cuts shall be constructed or made at a location and in a manner approved by the Township Engineer.

13.3 Driveway standards

All driveway ramps shall be constructed in accordance with the Township's servicing standards and shall be paved from the traveled portion of the street allowance to the concrete sidewalks as part of the municipal services described in Schedule "G" attached hereto. Where no sidewalk is to be provided, such ramps shall be paved from the traveled portion of the street allowance to the front lot line.

13.4 Cost of driveways

The Developer or its successors in title shall be solely responsible for the cost of driveway construction from the concrete sidewalk, where provided, to each front lot line as well as on each of the lots.

13.5 Canada Post

The Developer shall enter into an agreement with Canada Post with respect to the location of Canada Post pickup and delivery boxes. The Developer shall advise Canada Post to confirm the location of the mail boxes, and inform the Township Engineer, prior to undertaking any work.

The Developer shall provide the following for each Community Mailbox location:

- (i) an appropriately sized sidewalk section (concrete pad), as per municipal standards, to place the Community Mailboxes on;
- (ii) any required walkway across the boulevard, as per municipal standards; and,
- (iii) any required curb depressions and tactile plates for wheelchair access.

The Developer shall provide suitable temporary Community Mailbox locations which may be utilized by Canada Post until the curbs, sidewalks and final grading have been completed at the permanent Community Mailbox site locations to enable Canada Post to provide mail service to new residents as soon as possible as homes are occupied.

13.6 Roads

With respect to roads giving access to the roads in the plan of subdivision and with respect to roads being constructed, the Developer agrees:

- (i) that it shall maintain the roads giving access to the plan of subdivision in good condition (as determined by the Township, acting reasonably) and shall keep those roads free of any mud, dust, debris or obstructions. In particular, the Developer is responsible to take such action it deems necessary to resolve any disputes which may arise with the persons or companies responsible for the maintenance of unassumed roads. The Township may request a release from the persons or companies responsible for the maintenance of those unassumed roads indicating that they have no claim against the Township for damage to the unassumed road. If a release is requested, the Township will not grant final acceptance as contemplated by this agreement until that release is provided. Any such releases shall be in a form acceptable to the Township;
- (ii) that it shall keep all roads within the plan of subdivision in good repair;
- (iii) that once the roads within the plan of subdivision are constructed it shall take all steps necessary to ensure that they are kept reasonably free of mud, dust and debris;
- (iv) that it shall take all necessary steps:
 - (a) to ensure that the travelled portion of all roads are kept clear of obstruction;
 - (b) to ensure that the travelled portion of the roads are not used as a storage area for goods and materials;
 - (c) to ensure that the free flow of traffic both for emergency vehicles and the general public is maintained at all times;
- (v) that once houses have been constructed but before final acceptance, to take all necessary steps:
 - (a) to ensure the free flow of traffic for emergency vehicles; and,
 - (b) to maintain reasonable access for Township services, including, but not limited to, garbage collection, and snow ploughing; and
- (vi) to comply with the reduced load limits which may be in force.

ARTICLE 14- BUILDING DEPOSIT REQUIREMENTS

14.1 Amount of and reasons for deposit

The Developer, shall, at the time of first applying for a building permit for a parcel of land forming a part of the Lands, deposit with the Township a Building Deposit, equal to the sum of \$50,000.00 for all building permits to be issued to the Developer (up to a maximum of 50 permits/phase at any one time) where the Developer is a residential builder in this subdivision. The Building Deposit shall be in addition to any other securities posted by the Developer. To the extent that the Developer is a builder in this subdivision and the applicant for permits, this section

14.1 shall supersede the requirement to pay the building department charge as per Township of Southgate By-law 86-2014 & 43-2016. Where anyone other than the Developer applies for a building permit, or for each building permit issued to the Developer in excess of the maximum 50 permits/phase for which the initial \$50,000.00 referred to above has been posted, or for each building permit that has yet to be closed with a final building inspection certification/release at or after the time that the Township issues Final Acceptances for a phase, the sum of \$4,000.00 per permit (subject to section 14.3 herein) shall be posted or otherwise continue to be held, as the case may be, with the Township. Within thirty (30) calendar days following closing the final permit for that phase of the subdivision, the Building Deposit will be released to the Developer. The Building Deposit (in addition to any other securities posted by the Developer) is intended to ensure that:

- (i) any damages caused to municipal services or facilities adjacent to the construction site during construction of the residence are suitably repaired in accordance with municipal servicing standards and have been inspected and approved in writing by the Township Engineer and that all construction debris is properly disposed of in accordance with Article 12.3;
- (ii) that the parcel for which the permit is requested is graded in conformity with the Approved Grading Plan referred to in Article 7.1 and the Individual Lot Plan referred to in Article 7.3;
- (iii) that all Ontario Building Code matters or requirements relating to the occupancy and the completion of the residence have been completed and approved by the Township's Chief Building Official; and, if applicable.
- (iv) that the required tree(s) in the boulevard at the front of the lot and in the event of a corner lot at the side of the lot has/have been planted and driveway cuts and driveway ramps have been completed as required by this Agreement.

In the event that the residence with respect to which the deposit was paid is occupied prior to the satisfaction of Ontario Building Code occupancy requirements, the whole of the Building Deposit shall be forfeited to the Township.

14.2 Use of deposit monies

The Township reserves the right to give notice to the applicant for the building permit and the then registered owner of such parcel and its duly authorized contractor, if known, that unless one or more of the matters outlined in subclauses (i) to (iv) inclusive of Article 14.1 are completed to the satisfaction of the Township Engineer or Chief Building Official, as the case may be, then the Township, through its agents, contractors or employees and with or without equipment, shall have the right to enter upon the said parcel and complete or rectify the matters referred to in the notice aforesaid and to pay for all of the costs incurred by it from the said Building Deposit monies. No part of the Building Deposit monies shall be repaid to the owner, or the owner's designate, until the Township Engineer has confirmed that subclauses (i), (ii) and (iv) of Article 14.1 have been satisfied and that the Chief Building Official confirms that subclause (iii) of Article 14.1 has been satisfied.

14.3 Increases to deposits

The amount of the Building Deposit described in this Article may be increased at the Township's discretion.

14.4 Cash or Letter of Credit

The Building Deposit may be paid to the Township in cash or by delivery to the Township's Treasurer of an irrevocable standby letter of credit in a form approved by the Township based upon Form 2 attached to this Agreement.

ARTICLE 15- BUILDING PERMIT REQUIREMENTS

15.1 Permits not assured

The execution of this Agreement by the Township shall not be deemed to give any

assurance that a building permit when applied for shall be issued.

15.2 Prerequisites for permits

The Chief Building Official shall not issue a building permit(s) for the Lands until the following conditions have been fulfilled:

- (i) Any Holding “H” provision in the zoning by-law affecting the parcel has been removed;
- (ii) Preliminary Acceptance as per Article 8.1 has been granted for Stage 1 and Stage II services.
- (iii) the Individual Lot Plan detailed in Article 7.3 has been approved by the Township for the parcel of land for which a permit is required;
- (iv) the Township has received payment of any monies to be paid pursuant to Article 4.3 and any applicable Development or Educational Development Charge;
- (v) all municipal taxes are paid in full in respect of all the Lands;
- (vi) the security required by Article 10 is in good standing;
- (vii) the Building Deposit described in Article 14.1 has been paid to the Township;
- (viii) The plan(s) of subdivision (or applicable phase thereof) has (have) been registered on the title of the property;
- (ix) The dwelling unit shall be included in and benefit from the current Ontario New Home Warranty Plan, as amended or replaced;
- (x) The Developer has complied with all of the provisions of this agreement, the plans, and the additional plans to the date of such application;
- (xi) the application complies with applicable law.

15.3 Refusal to issue permit if Developer in default

The Township shall have the power to refuse to grant building permits for any lot(s) in the plan(s) at any time when the Developer is in default under this Agreement and to issue permits for such stages of construction as authorized by the Chief Building Official.

ARTICLE 16- OCCUPANCY REQUIREMENTS

16.1 Compliance with Ontario Building Code

Occupancy of a residence shall not be permitted until:

- (i) the applicable requirements of the Ontario Building Code have been satisfied;
- (ii) all Stage I, II and III services have been completed and Preliminary Acceptance issued for same;
- (iii) a water and hydro meter have been installed for the residence meeting Township and Hydro One respective specifications; and
- (iv) driveway cuts have been made in the curbs at the approved locations, and granular base has been installed in the driveway ramps.

16.2 Enforcement of occupancy permit requirement

In addition to the requirements of Article 16.1, no residence shall be occupied or used for residential purposes until the Chief Building Official has permitted occupancy following an inspection by the Chief Building Official or his/her designate confirming that all requirements of the Ontario Building Code concerning occupancy have been satisfied with respect to such residence. In the event of a breach of this requirement the whole of the Building Deposit shall be forfeited to the Township and the Township through its agents, employees or contractors, with or without equipment, shall be authorized, at its option, to enter upon the parcel of land to rectify any matter that is deficient or requires repair.

ARTICLE 17 -BUILDING CONSTRUCTION

17.1 Ontario New Home Warranty

All dwelling units built within the plan of subdivision shall be included in and benefit from the current Ontario New Home Warranty Plan, as amended or replaced.

17.2 Design and Siting

The Developer shall ensure that the siting of dwellings on lots or blocks is supervised in such a manner as to avoid conflicts with underground and surface works within road allowances.

17.3 Numbering of Lots

So that each lot may be identified from the street, the Developer agrees to adopt a system of lot identification for each lot from the time the basement is completed until such time as the house number is affixed to the house. The number may, at the option of the Developer, be painted on the basement wall of the house facing the street on which it fronts.

17.4 Construction

The Developer shall require builders:

- (i) to obtain the Township's approval with respect to the location of the temporary site and sales offices;
- (ii) to carry out the construction of all buildings in a manner satisfactory to the Township's Chief Building Official;
- (iii) to acknowledge that the Township may not be able to provide adequate fire protection while the houses are under construction until the watermains which service the plan of subdivision are connected to the existing Township watermains as contemplated by the plans;
- (iv) to provide each dwelling unit with a water meter, which is installed, and made operational in accordance with the Township's Municipal Servicing Standards and to ensure that the water meter is working properly at the time the ownership is transferred to a subsequent purchaser, after which the Township will be responsible for the maintenance of the water meter;
- (v) to not proceed with construction of any building past the basement stage until it has delivered to the Chief Building Official certification of the following:
 - (a) that the elevation of the foundation, the underside of the footings and the garage floor (if poured and completed) comply with the levels shown on the approved site grading and elevation plans and the approved lot grading plan;
 - (b) the location of the foundation on the site, such certificate to be provided by a Registered Professional Engineer or Ontario Land Surveyor;
 - (c) the Geotechnical Consultant's report for the footing excavation if same has been inspected/approved by the Developer's Geotechnical Consultant at the option of the Developer or as may be required by the Township, acting reasonably.
- (vi) that should the location and/or elevation of the foundation not conform to the approved plans, construction shall not proceed until such time as the Public Works Manager and the Chief Building Official approve the location and/or elevation of the foundation;
- (vii) to employ construction methods to prevent the spread of fire within the plan of subdivision. Specifically, and not so as to limit the generality of the foregoing, the Developer shall not construct more than seven (7) dwelling units in a row of abutting lots without providing a fire break. A fire break may consist of a finished structure, a basement structure without framing, a fire-rated wall between units in a townhouse structure or a vacant lot;

- (viii) to post a copy of the overall Approved Grading Plan and a copy of the subdivision sign (as per 5.14) in a conspicuous place in its sales office, as soon as they are available, so that the plan(s) may be easily seen by prospective purchasers of dwelling units and/or lots;
- (ix) to install the eavestrough and downspouts on the units so that they discharge in accordance with the details shown on the Site Plans, as contemplated by this agreement.

17.5 Site Control

The Developer shall require builders:

- (i) to ensure that unoccupied lots and blocks do not become unsightly, by the accumulation of garbage, debris or builders' waste. All construction refuse and debris must be disposed of in an orderly and sanitary fashion and in a manner approved by the Township and the Developer agrees to obtain a similar covenant from each purchaser of vacant lands;
- (ii) to ensure that:
 - (a) they shall not use the travelled portion of the road allowances for the storage of goods and materials and that any such storage shall be at least three (3) metres from the curb;
 - (b) they shall keep the road allowances clear of building debris and obstruction;
 - (c) they shall do everything in their power to keep the road clear for the free flow of traffic for emergency vehicles and the general public; and,
 - (d) the fire hydrants are kept clear and accessible for use by the Township of Southgate for fire protection and watermain flushing as required.
- (iii) to work with the Township to co-ordinate efforts towards a satisfactory and reasonable garbage collection system during early occupancy stages of the plan of subdivision.

17.6 Site Access Condition

If the builder should use the travelled portion of the road allowance for the storage of goods and materials, or should fail to keep the travelled portion of the road allowance clear of building debris and obstructions, or should otherwise fail to keep the travelled portion of the road clear for the free flow of traffic for emergency vehicles and the general public, the Township may, at its option, go onto the property and remove such goods and materials, building debris and obstructions, and do such work as may be necessary to keep the travelled portion of the road clear for the free flow of traffic for emergency vehicles and the general public. Any work completed by the Township to restore traffic access shall be at the Developer's expense.

ARTICLE 18- COVENANTS TO BE REGISTERED ON TITLE

18.1 Covenants on title

The Developer shall incorporate the conditions and covenants set out in Schedule "H" as covenants and restrictions in all deeds for parts of the Lands which run with the land in perpetuity for the benefit of the abutting lands, roads and streets, as the case may be.

ARTICLE 19- LAPSING OF AGREEMENT

19.1 Three-year deadline to commence work

The parties agree that unless required security has been provided pursuant to Article 10 and construction of services commenced within three (3) years from the date of this Agreement, the terms of this Agreement shall lapse, and a new agreement shall be required.

19.2 Servicing allocation deadline to use

Upon any one of the following events occurring, namely, (i) this Agreement lapses in accordance with the provisions of this Agreement herein; or (ii) the water and/or sewage capacity allocations as assigned by phase, have not been utilized to the extent required pursuant to any applicable Township by-law then in force and effect; or (iii) if after 3 years from the date on which both this agreement and the Final Capacity Allocation Agreement have been signed by the parties, the water and/or sewage capacity allocations granted by the Township have not been utilized; then the Developer shall relinquish any water and sewage capacity that the Township has allocated to its development, and the Township may thereafter reallocate part or all of such capacity to other persons or entities as it shall see fit. Any new agreement entered into between the Township and the Developer shall include any new requirements and specifications then being imposed by the Township upon subdividing owners. Alternatively, the Township may, but is not obligated to, extend the deadline. In the event that the Developer enters into a new agreement, the Township does not warrant that all or any of the allocated water and/or sewage capacities will be reallocated to the Developer, and the Developer shall hold the Township harmless if less or no water and/or sewage capacity is allocated to it.

ARTICLE 20 - STOP WORK ORDERS

- 20.1 The Township's Chief Administrative Officer may issue a development stop work order pursuant to this Agreement:
- i) if the construction or installation of the works and services contemplated by the plans, the additional plans and this agreement are not being complied with (the determination of which shall be in his sole discretion);
 - ii) if the Developer has failed to commence to construct the works and services or having commenced such works and services, fails to proceed with reasonable speed to complete the same; or,
 - iii) if the Developer is in any other breach of the plans, and the additional plans, or this Agreement.
- 20.2 A stop work order shall not be issued until after the Chief Administrative Officer has given to the Developer five (5) days (not including Saturday, Sunday, or statutory holidays) notice in writing outlining the matter or matters which are of concern and the Developer has not, in his opinion, taken reasonable steps to rectify such matter or matters. Notwithstanding the foregoing, if at any time the Chief Administrative Officer considers that any situation or condition is unsafe, damaging to the environment or contrary to the provisions of any applicable laws, the Developer shall do, cause to be done or refrain from doing any act or thing as directed by the Chief Administrative Officer; If the Developer fails to comply with such direction, the Township may take any action it deems necessary including issuing an immediate development stop work order.
- 20.3 If a stop work order has been issued and the Developer fails to stop work the Developer shall be deemed to be in breach of this agreement.
- 20.4 If a stop work order has been issued, work shall not begin again until the Developer has made arrangements that are satisfactory to the Chief Administrative Officer to rectify the breach or to correct the improper construction or installation of works and services.
- 20.5 A stop work order may be restricted in its term to the installation or construction of specific underground or above ground services, or to a specific site or area. If it is so restricted, it shall not affect the continuing installation or construction of other services or to work on other sites or areas.

ARTICLE 21 - BREACHES OF AGREEMENT

- 21.1 The Developer shall be deemed to be in breach of this agreement if there is:
- (i) failure to commence construction of the works and services contemplated by the plans, the additional plans, and this agreement, within the time contemplated in this agreement;
 - (ii) failure to complete construction of the works and services contemplated by the plans, the additional plans, and this agreement, within the time contemplated by this agreement;

- (iii) failure to remedy any defect in construction of the said works and services, within the time contemplated by this agreement;
- (iv) failure to properly maintain the said works and services as per this agreement;
- (v) failure to install and maintain adequate siltation control devices;
- (vii) unauthorized use of underground services;
- (viii) failure to ensure that the contractors and builders use the designated construction access for the plan of subdivision, to the extent applicable;
- (ix) failure to keep the roads in the plan of subdivision:
 - (a) free of mud, dust and debris;
 - (b) clear of obstructions;
 - (c) free from the storage of goods and materials; and,
 - (d) clear for the free flow of traffic for emergency vehicles and the general public;
- (x) cancellation of any security given to guarantee performance of this agreement by the person, corporation or other body issuing such security;
- (xi) cancellation of the liability insurance policy deposited by the Developer with the Township pursuant to the terms of this agreement,
- (xii) any other breach of the plans, additional plans, or this agreement;

and the period for curing or commencing to cure the breach, if any, has expired as set out in this Agreement. Notwithstanding anything in this agreement to the contrary, if the Township is of the opinion that the Developer is in breach of this agreement, the Township shall notify the Developer of such breach, stipulating in such notice the particulars of the breach and the action required by the Developer to remedy the breach. The Developer shall be permitted five (5) days from the Developer's receipt of the said notice to cure the breach, or, if the breach cannot reasonably be cured within such period, to commence to cure the breach and to proceed diligently thereafter to cure the breach, during which time the Developer shall not be in breach of this agreement. The Township may undertake emergency repairs without providing the notice referred to above.

- 21.2 The Developer acknowledges and agrees that, in addition to any other remedy which the Township may have under this agreement, it may enforce any of the provisions hereof by means of a mandatory order or injunctive relief, and the Developer consents and acquiesces to the jurisdiction of the courts and the appropriateness of such remedies.

ARTICLE 22 - ARBITRATION

- 22.1 If a dispute develops between the Township and the Developer as to whether an item is or is not a deficiency, as to whether or not the Township's Public Works Manager should notify the Developer that the services have been properly constructed or installed, as to whether or not the Clerk should issue a Certificate of Preliminary or Final Acceptance of the services, or, as to the amount of reduction of security or any other matter contemplated in this agreement, and such dispute cannot be resolved by agreement between the Township and the Developer, such dispute or disputes shall be resolved by arbitration.

For the purpose of this part of the agreement, the Developer and the Township are collectively called "the Parties". Each of them is called "the Party" as the context requires.

- 22.2 The following are the rules of the arbitration:

- (i) If the Parties can agree upon a single arbitrator, such arbitrator shall conduct the arbitration alone. If they cannot agree on a single arbitrator, then each Party shall appoint an arbitrator and the two so appointed shall appoint a third arbitrator who shall be the chair. If either Party appoints an arbitrator and gives notice of the appointment to the other Party, the other Party must appoint an arbitrator within five (5) business days. If such appointment is not made within such period by the other Party, the arbitrator appointed by the first Party shall be deemed to be a single arbitrator

approved by both of them. The two arbitrators shall appoint a third arbitrator within one (1) week;

- (ii) The arbitrator or arbitrators are to be consulting engineers registered as such with the Professional Engineers of Ontario;
- (iii) The arbitrator or arbitrators shall set a date for the hearing of the matters in dispute not later than two (2) months from the date of appointment of the last arbitrator to be appointed;
- (iv) The Party seeking the arbitration shall deliver to the arbitrator or arbitrators and the other Party, at least four (4) weeks before the hearing, a statement of the matters the Party is complaining about, and the other party shall have fourteen (14) days in which to respond;
- (v) The time limits referred to above may be waived by the Party who has not received any documents he should have received and the arbitration may proceed in the absence of any document if failure to deliver it is waived. If a document is not delivered and any Party is taken by surprise as a result, the arbitration may be adjourned at any state and the unnecessary costs incurred may be assessed against the Party failing to deliver it;
- (vi) At the hearing, each Party may adduce whatever evidence it deems advisable. In addition, the arbitrator or arbitrators may view the site in his or their consideration of the matters complained about;
- (vii) The arbitrator or arbitrators shall make their decision as soon as possible after completion of the hearing and viewing the site. The decision (or the majority decision as the case may be) is final and is not to be subject to review or appeal by any Court or other body; and,
- (viii) If the result of the arbitration is in favour, or largely in favour of one Party, the cost of the arbitration, including the expenses of the successful Party, may be ordered to be paid by the unsuccessful Party, failing which order, each Party shall pay its own expenses and the fees of the arbitrators shall be divided equally between them. The arbitrator or arbitrators shall make the decision as to whether the result is in favour or largely in favour of one Party, or if the result is mixed.

22.3 The Parties agree to exclude all provisions of the *Arbitrations Act, 2001*, except those set out in section 3 of the said Act.

ARTICLE 23- GENERAL PROVISIONS

23.1 Registration of Agreement

The Developer hereby agrees that this agreement shall be registered upon title of the land within the plan of subdivision. Such registration shall be at the instance of the Township and at its sole discretion and at the expense of the Developer. The Township's Solicitor will prepare the registration documents and shall ensure that the documents are registered on the title(s) of the land within the plan of subdivision, as appropriate

23.2 License to enter

The Developer grants to the Township, and shall retain for itself, a license to enter upon all parts of the Lands in order to permit all work required by this Agreement to be completed in accordance with all approved plans and specifications. Such license shall remain in existence until the Township issues a release for the applicable part of the Lands.

23.3 Notices

Any notice, invoice or other writing required or permitted to be given pursuant to this Agreement (including notice of a change of address) shall be deemed to have been given if delivered personally to the party or to an officer of the applicable corporation or, if delivered by prepaid first-class mail, on the third (3rd) day after

mailing. The address for service of each of the parties is as follows:

Developer: Southgate Meadows Inc.
3621 Highway #7 East, Suite 503
Markham, ON L3R 0G6
Attention: Shakir Rehmatullah, President

Township: The Corporation of the Township of Southgate
185667 Grey Cty Rd 9
RR 1 Dundalk, On N0C 1B0
Attention: Municipal Clerk

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

23.4 Number and Gender

It is agreed between the parties hereto that the appropriate changes in number and gender shall be implied where the context of this Agreement and any schedules hereto so require in order that the Agreement and any part thereof shall be construed to have its proper and reasonable meaning.

23.5 Headings and Index

All heading and sub-headings and the Index within this Agreement are incorporated for ease of reference purposes only and do not form an integral part of the Agreement.

23.6 Waiver

It is expressly understood and agreed that the remedies of the Township under this Agreement are cumulative and the exercise by the Township of any right or remedy for the default or breach of any term, covenant, condition or agreement herein contained shall not be deemed to be a waiver or alter, affect or prejudice any other right or remedy or other rights or remedies, to which the Township may be lawfully entitled for the same default or breach; and any waiver by the Township of the strict observance, performance or compliance by the Developer or with any term, covenant, condition or agreement herein contained, or any indulgence granted by the Township to the Developer shall not be deemed to be a waiver of any subsequent default or breach by the Developer, nor entitle the Developer to any similar indulgence heretofore granted.

23.7 No assignment without consent

The Developer shall not assign this Agreement without the prior written consent of the Township, which consent will not be unreasonably withheld.

23.8 Severability

If any term of this Agreement shall be found to be *ultra vires* of the Township, or otherwise unlawful, such term shall conclusively be deemed severable and the remainder of this Agreement *mutandis* shall be and remain in full force and effect.

23.9 Developer's acceptance of Agreement

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

23.10 Encumbrancer's consent

The Developer covenants that upon execution of this Agreement it shall cause every person having an encumbrance or charge affecting the Lands to postpone such interests in favour of the Township's interests pursuant to this Agreement and to provide duplicate registered copies of such postponement agreements to the Township's solicitor.

23.11 Certification of completion of Agreement requirements

The Developer and its successors, when not in default of this Agreement, may apply for a certificate confirming that all requirements of this Agreement have been complied with upon payment of the applicable fee. The Township may choose not to issue a certificate of compliance with respect to this Agreement for any particular part of the Lands during the months of December, January, February and March. The Township shall not issue such certificate until the following conditions have been fulfilled:

- (i) all those conditions required under Article 15.2 which must be fulfilled prior to making application for a building permit;
- (ii) the certification detailed in Article 7.4 with respect to conformity to the drainage plan has been received by the Township for the lot or block for which a release is sought;
- (iii) the covenants detailed in Article 18 and Schedule "H" are registered on title of the lot or block for which a release is sought;
- (iv) the sodding of the lot has been completed;
- (v) all of the services set out in Article 5.14 have been completed and the Final Acceptance with respect to same has been granted; and
- (vi) the Developer has delivered to the Township Engineer a Statutory Declaration stating that all accounts for services and materials for such services have been paid (except the normal guarantee holdbacks) and that there are no claims for liens or otherwise in connection with such services done or materials supplied for or on behalf of the Developer in connection with this Agreement.

23.12 Certificates of Compliance

Until such time as this Agreement has been certified to be complete with respect to any part of the Lands the Township will, upon request and payment of the applicable fee, provide a Certificate of Compliance with respect to such lot which shall detail the requirements of this Agreement yet to be fulfilled and confirming that all other requirements of this Agreement have been complied with.

23.13 Counterparts and electronic transmission

This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same agreement. This Agreement, or its counterparts, may be sent and received by facsimile or similar electronic transmission and the communication by such means will be legal and binding on all parties.

23.14 Interpretation

This agreement shall be interpreted by the laws of Ontario. The ejusdem generis rule shall not apply in interpreting this agreement. The contra proferendum rule shall not apply in interpreting this agreement.

23.15 Minor Amendments

The CAO of the Township may authorize minor amendments to this agreement. Such amendments may be made without prior Council authorization, at his/her sole discretion.

23.16 Enurement

This Agreement and the covenants, provisions and conditions herein contained shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. This agreement shall enure to the benefit of the Township, its successors and assigns. The benefits and the burden of the covenants, agreements, conditions and undertakings herein contained shall run with the land and are binding upon the land and upon the Developer and its successors and assigns.

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

Southgate Meadows Inc.

Per: _____ Date: _____
Shakir Rehmatullah, President

I have authority to bind the Corporation

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

Per: _____ Date: _____
Mayor John Woodbury

Per: _____ Date: _____
Municipal Clerk Lindsey Green
We have authority to bind the Corporation.

SCHEDULE “A”

Legal Description

PIN 372670071

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

SCHEDULE “B”

Conditions of Draft Plan Approval

Applicant: Southgate Meadows Inc. c/o Shakir Rehmatullah
File No.: 42T-2018-12
Municipality: Township of Southgate
Location: Part of Lots 227 and 228, Concession 2 SWTSR, all of Lot Y and part of the unnamed street lying northeast of Part Lot 3, Block S, Plan 480, geographic Township of Proton

Date of Decision: September 24, 2020

Date of Notice: September 30, 2020

Last Date of Appeal: October 20, 2020

The County's conditions of final approval for registration of this draft plan of subdivision are as follows:

General Requirements

1. That the final plan shall conform to the Draft Plan of Subdivision File No. 42T-2018-12 prepared by MHBC Planning and surveyed by Schaeffer Dzaldov Bennett Ltd. dated September 25, 2018 and revised on July 17, 2019 showing:
 - a. 130 single detached lots (Lots 1 to 130)
 - b. 33 townhouse units located within Blocks 131 to 136
 - c. 2 blocks for future lots (Blocks 137 and 138)
 - d. Park block (Block 139)
 - e. Walkway/trail blocks (Blocks 140 to 144)
 - f. Open space block (Block 145)
 - g. Stormwater block (Block 146)
 - h. Future right of way blocks (Blocks 147 and 148)
 - i. 0.3 metre reserves (Blocks 149-151)

The legal description of the subject lands is Part of Lots 227 and 228, Concession 2, Southwest of the Toronto Sydenham Road (SWTSR), all of Lot Y and part of the unnamed street lying northeast of Part Lot 3, Block S, Plan 480, Township of Southgate, geographic Township of Proton, County of Grey.

2. That a subdivision agreement be entered into to the satisfaction of the Township of Southgate and registered on title.
3. That Blocks 139 to 146 (Open Space, Park, Walkway and SWM Pond), Blocks 147 & 148 (Future Right of Way blocks) and Blocks 149 to 151 (0.3m reserve) be deeded to the Township of Southgate.
4. That the road allowances included in this draft plan shall be shown and dedicated as public highways to the Township of Southgate.
5. That the streets shall be named, subject to final approval of Township Council, and provided that such new street names are not duplicates of street names or phonetic sounding street names elsewhere in the County of Grey.

6. That any dead ends, daylighting triangles at street intersections and open sides of road allowances created by this draft plan shall be terminated in 0.3m reserves to be conveyed to, and held in trust, by the Township of Southgate.
7. That the Owner agrees to satisfy the requirements of the Township of Southgate in reference to parkland dedication in a manner satisfactory to the Township of Southgate and pursuant to the provisions of the Planning Act. R.S.O. 1990 as amended.
8. That the proposed subdivision is zoned appropriately. This zoning shall have a holding provision for all the lands requiring access to municipal services. The holding provision may be removed in phases, upon entering into a subdivision agreement and when adequate municipal water and sewer capacity are available and allocated by by-law.
9. That the owner agrees in writing to satisfy all the requirements, financial and otherwise, of the Township of Southgate and without limiting the generality of the foregoing, the provision of roads, installation of services, installation of sidewalks and trails and drainage.
10. The Owner shall develop a phasing plan to the satisfaction of the Township. The phasing plan shall address matters including but not limited to the allocation of servicing, any necessary temporary works such as turning circles, sidewalk and trail connections, or temporary easements. The phasing plan shall also identify any lots which may be temporarily constrained by development as a result of the phasing. The subdivision agreement between the Owner and the Township shall contain provisions satisfactory to the Township to address phasing arrangements acceptable to the Township, including that servicing shall only be allocated to phases which are being registered and for which securities are provided.
11. That such conveyances and easements as may be required by an appropriate authority for municipal servicing, utility or drainage purposes shall be granted to the appropriate authority.
12. The Owner and the Township shall acknowledge in the Subdivision Agreement that sewage and water allocation is not available to service the entire subdivision. The Township is undertaking the necessary approvals to provide the required servicing. Final approval shall only be given to each phase of the development where sanitary and water services are available and constructed to the subdivision or financially secured.
13. That prior to the final approval and registration of the phases of the plan, the Township of Southgate allocate by by-law water supply capacity and sewage treatment plant capacity.
14. That the developer prepares and submits a Native Tree planting and landscaping plan for approval by the Township. The plan will specifically provide for additional tree planting in the park and open space areas as well as the provision of trees for individual lots. A treed buffer is to be planted on the backs of Lots 36 to 57 adjacent to the CP Rail Trail. These plans will form part of the approved plans in the subdivision agreement.
15. The Owner agrees to consult with MECP or the appropriate authority to confirm if Bobolink, Eastern Meadowlark and Barn Swallow Habitat compensation is to be provided. A copy of this consultation and final decision is to be provided to the Township and the County prior to final approval.
16. That prior to any grading or construction on the site and prior to registration of the plan, the owners or their agents submit the following plans and reports to the satisfaction of the Grand River Conservation Authority and the Township.

- a) A final Stormwater Management Report in accordance with the 2003 Ministry of Environment Report entitled “Stormwater Management Practices Planning and Design Manual” and in keeping with the Functional Servicing and Stormwater Management Report (September 2018 and August 2019, C.F. Crozier and Associates).
- b) Completion of a feature-based water balance, evaluation of downstream stormwater receivers, and mitigation of any negative impacts completed to the satisfaction of the GRCA and Township and its Engineers.
- c) Detailed lot grading and drainage plans showing existing and proposed grades.
- d) An Erosion and Siltation Control Plan in accordance with the Grand River Conservation Authority’s Guidelines for sediment and erosion control, indicating the means whereby erosion will be minimized, and silt maintained on-site throughout all phases of grading and construction.
- e) The submission and approval of a Development, Interference with Wetlands and Alterations to Shorelines and Watercourses permit from the GRCA prior to any grading within the regulated area.

17. That the Owner as part of the subdivision agreement, shall agree in writing acceptable to the Township of Southgate

- a) To undertake all works according to the plans and reports approved under Condition No. 14, 15 and 16 above.
- b) To maintain all stormwater management and erosion and sedimentation control structures in good repair and operating order throughout all phases of construction until Final Acceptance of services has been granted by the Township of Southgate. The Owner is responsible to satisfy all requirements of the Environmental Compliance Approval until Final Acceptance has been granted.
- c) To investigate any well interference complaints received by the Developer, Developers Agents, Ministry of the Environment, Conservation and Parks (MECP) or the Township, from the start of construction until final acceptance of the first phase of the subdivision. The results of each investigation shall be submitted for review to the Township and the MECP within 60 days of the complaint being received. The owner shall be required to pay for any well interference assessment, completed to the satisfaction of the Township. If determined to be a valid complaint, acceptable well interference mitigation to a complaint may include well deepening and or pump lowering. The owner agrees to reimburse the cost of any mitigation.
- d) To erect a subdivision sign on the property containing the following information:
 - i. Identifying all proposed uses within the draft approved plan of subdivision and adjacent uses.
 - ii. Identifying off street parking restriction to be imposed by the Township upon Final Acceptance of the subdivision.
 - iii. Illustrating the location of proposed sidewalks, public walkways, trails, parks, fences and community mailbox locations. With respect to fences, a fence shall be installed at the backs of Lots 36 to 57 adjacent to the CP Rail Trail.

18. That the subdivision Agreement between the Owner and the Township shall contain provisions whereby the Owner shall make satisfactory arrangements with the appropriate providers for the provision of permanent and /or temporary hydro, telephone, natural gas, internet and cable television services to this plan.
19. That the subdivision agreement between the Owner and the Township of Southgate contain wording to the effect that all agreements of purchase and sale shall ensure that all persons who make first purchases of land within the plan of subdivision after final approval of the subdivision plan, are informed when land is transferred, of all the development charges related to this development, including the County's Development Charges.
20. That the developer shall include in the subdivision agreement and insert in all agreements of purchase and sale or lease for each lot/dwelling in the subdivision "servicing capacity currently does not exist for the entire development. This could lead to a delay in the timing of final approval and the construction of any given dwelling within the subdivision" This clause is no longer required when sufficient servicing capacity exists for the entire development.
21. That the subdivision agreement between the Owner and the Township of Southgate address servicing financing in order to ensure the construction and financing of all external services which are necessary to provide appropriate levels of service to this plan of subdivision. Details of these external services are to be confirmed as part of detailed design.
22. That the Owner pays the cost of supplying and erecting street name and traffic control signs in the subdivision to the satisfaction of the Township.
23. That any domestic wells and boreholes drilled for hydrogeological or geotechnical investigations within the limits of the draft plan of subdivision be properly abandoned by the Owner, when no longer required, in accordance with the Ministry of Environment, Conservation and Parks Regulations and Guidelines to the satisfaction of the Township.
24. That the subdivision agreement includes provisions that requires the developer to submit a report prepared by a Professional Engineer to the satisfaction of the Chief Building Official certifying all structural fill placed below proposed building locations. This report shall include the following information: lot number, depth of fill, top elevation of fill and the area approved for building construction from the street line.
25. All imported fill is to meet Ministry of Environment, Conservation and Parks Table 2 criteria for development lands.
26. That the developer shall submit a report prepared by a professional engineer to the satisfaction of the chief building official providing an opinion on the presence of soil gases (radon and methane) in the plan of subdivision in accordance with applicable provisions contained in the Ontario Building Code.
27. That the developer shall include in the subdivision agreement and insert in all agreements of purchase and sale or lease for each dwelling in the subdivision "The lands to the North of the subdivision are being utilized for normal agricultural operations that may result in noise, dust, odour and other potential nuisances associated with livestock or agricultural uses. These normal agricultural practices may occasionally affect the living environment of residents in close proximity to agricultural operations." The agreements of purchase and sale or lease for Lots 36 to 57 shall include a clause to indicate that "ATV's and snowmobiles use the CP Rail Trail located adjacent to the lot and these uses generate noise."
28. The Owner shall make satisfactory arrangements with Canada Post and the Township, for the installation of Canada Post Community Mailboxes and shall indicate these locations on the appropriate servicing plans. The applicant shall further provide the following for the Community Mailboxes:

- a) An appropriately sized sidewalk section (concrete pad), per Canada Post standards, to place the mailbox on, plus any required vehicle lay-bys, walkway access and/or curb depressions for wheelchair access.
 - b) A suitable temporary Community Mailbox location which may be utilized by Canada Post until the curbs, sidewalks and final grading have been completed at the permanent Community Mailbox Site locations to enable Canada Post to provide mail service to new residences as soon as homes are occupied.
29. That the Owner shall agree in the Subdivision Agreement that the Recommendations and Mitigation measures identified in the Environmental Impact Statement Update (EIS), dated September 2018 prepared by SLR Global Environmental Solutions to be implemented to the satisfaction of the Township and Grand River Conservation Authority.
30. The Owner shall agree in the Subdivision Agreement to the following:
- a) Should previously unknown or unassessed deeply buried archaeological resources be uncovered during development, such resources may be a new archaeological site and therefore subject to Section 48 (1) of the Ontario Heritage Act. The proponent or person discovering the archaeological resources must cease alteration of the site immediately and engage a licensed archaeologist to carry out archaeological fieldwork, in compliance with sec. 48 (1) of the Ontario Heritage Act;
 - b) That anyone working on the subject lands who uncovers a burial site containing human remains shall cease fieldwork or construction activities and immediately report the discovery to the police or coroner in accordance with the Funeral, Burial and Cremation Services Act.
31. Prior to final approval, the County is advised in writing from the Grand River Conservation Authority that Draft Plan Conditions 16 and 29 have been addressed to their satisfaction.
32. Prior to final approval, the County is advised in writing from Canada Post that Draft Plan Condition 28 has been addressed to their satisfaction.
33. Prior to the signing of the final plan by the County of Grey, the County is to be advised that all Draft Plan conditions have been carried out to the Township's satisfaction.
34. If final approval is not given to this plan within three (3) years of the draft approval date, and no extensions have been granted, draft approval shall lapse under Subsection 51(32) of the Planning Act, RSO 1990, as amended. If the owner wishes to request an extension to draft approval, a written explanation along with the applicable application fee and a resolution from the local municipality must be received.

NOTES TO DRAFT APPROVAL

1. It is the applicant's responsibility to fulfil the conditions of draft approval and to ensure that the required clearance letters are forwarded by the appropriate agencies to the County of Grey, quoting the County file number.
2. An electrical distribution line operating at below 50,000 volts might be located within the area affected by this development or abutting this development. Section 186 - Proximity - of the Regulations for Construction Projects in the Occupational Health and Safety Act, requires that no object be brought closer than 3 metres (10 feet) to the energized conductor. It is proponent's responsibility to be aware, and to make all personnel on site aware, that all equipment and personnel must come no closer than the distance specified in the Act. They should also be aware that the electrical conductors can raise

and lower without warning, depending on the electrical demand placed on the line. Warning signs should be posted on the wood poles supporting the conductors stating “**DANGER - Overhead Electrical Wires**” in all locations where personnel and construction vehicles might come in close proximity to the conductors.

3. Clearances or consultations are required from the following agencies, as well as the appropriate agency or authority providing utilities or services:

Township of Southgate	Grand River Conservation Authority
185667 Grey Road 9	400 Clyde Road, PO Box 729
Dundalk, ON, N0C 1B0	Cambridge, ON N1R 5W6
Email: cstredwick@southgate.ca	Email: lwarner@grandriver.ca

Canada Post
Corporation 300
Wellington Street
London, ON, N6B 3P2
Email:
ryan.sumler@canadapost.ca

4. We suggest you make yourself aware of the following subsections of the Land Titles Act:
- a) subsection 144(1) requires all new plans to be registered in a Land Titles system if the land is situated in a land titles division; and
 - b) subsection 144(2) allows certain exceptions.

The subdivision plan for Registration must be in conformity with the applicable Ontario Regulation under The Registry Act.

5. Inauguration or extension of a piped water supply, a sewage system or a storm drainage system, is subject to the approval of the Ministry of the Environment, Conservation and Parks under the Ontario Water Resources Act, RSO 1990, as amended.
6. All measurements in subdivision final plans must be presented in metric units.
7. The final plan approved by the County must be registered within thirty (30) days or the County may withdraw its approval under subsection 51(32) of the Planning Act RSO 1990, as amended.

Plan of Subdivision File No. 42T-2018-12 has been revised and granted draft approval. The draft plan is hereby revised. The County’s conditions of final plan approval for this draft Plan of Subdivision are amended as follows:

No. Conditions

1. Condition 1 of the draft plan conditions approved November 18, 2019 is hereby deleted and replaced with the following:

That the final plan shall conform to the Draft Plan of Subdivision File No. 42T-2018-12 prepared by MBHC Planning and surveyed by Schaeffer Dzaldov Bennett Ltd. Dated September 2, 2018 and revised on March 24, 2020 showing:

- a. 118 single detached lots (Lots 1 to 118)

- b. 65 townhouse units located within Blocks 119 to 130
- c. 2 blocks for future lots (Blocks 131 and 132)
- d. Park block (Block 133)
- e. Walkway/trail blocks (Blocks 134 to 138)
- f. Open space block (Block 139)
- g. Stormwater block (Block 140)
- h. Future right of way blocks (Blocks 142 and 143)
- i. 0.3 metre reserves (Blocks 143-146)

The legal description of the subject lands is Part of Lots 227 and 228, Concession 2, Southwest of the Toronto Sydenham Road (SWTSR), all of Lot Y and part of the unnamed street lying northeast of Part Lot 3, Block S, Plan 480, Township of Southgate, geographic Township of Proton, County of Grey.

2. Condition 3 of the draft plan conditions approved on November 28, 2019 is hereby deleted and replaced with the following:

That Blocks 133 to 140 (Open Space, Parks, Walkways, Trail and SWM Pond), Blocks 141 & 142 (Future Right of Way blocks) and Blocks 143 to 146 (0.3m reserve) be deeded to the Township of Southgate.

3. That all other conditions of draft approval as granted on November 28, 2019 remain in effect.

SCHEDULE "C"

VARIATIONS AND EXCEPTIONS FROM STANDARD PROVISIONS OF AGREEMENT

General matters:

1. All references to Lots or Blocks in this Agreement refer to Lots or Blocks on the Draft Plan of Subdivision identified in Schedule "B" unless specific reference to other plan(s) have been made.
2. Developer shall cause the streets within the plan of subdivision to be named at the time of registration of the plan in the manner specified by the Township.
3. The Developer shall ensure that the underground hydro electrical services and other utilities within its plan of subdivision are designed and installed to meet regulations/standards and avoid conflicts with municipal services. Prior to installation of utilities, the Developer is required to receive approval of the Composite Utility Plan (CUP) and related Municipal Consent from the Township.
4. The Developer shall enter into a Service Finance Agreement with the Township to address costs associated with the construction of required external infrastructure, if required by the Township.

Model Home Agreement

5. Provided that an appropriate level of servicing has been attained, the Developer may apply to the Township for a Model Home Agreement.

Well Interference

6. The Developer agrees to investigate any well interference complaints received including complaints received by the Developers Agents, Ministry of Environment, Conservation and Parks or the Township. Any assessment undertaken by the Developer or its Agents shall be completed to the satisfaction of the Township. The Developer further agrees to provide the results of each assessment to the Township and Ministry of the Environment, Conservation and Parks within 60 days of the complaint being received. The Developer is required to pay for any well interference assessments undertaken. If the assessment determines that a complaint is valid, acceptable well interference mitigation is required and may include deepening and/or pump lowering. Any cost associated with mitigation is to be reimbursed by the Developer.

7. Purchase and Sale Agreement Warnings on First Transfer -

The Developer agrees to include in all offers of Purchase and Sale the following:

- a) the amount of any applicable Development Charges to be paid to the Township or County.

8. Warning Clauses

The Developer agrees to include the following warning clauses in all offers of purchase and sale or lease for each dwelling unit:

- a) "Servicing capacity currently does not exist for the entire development. This could lead to a delay in the timing of final approval and the construction of any given dwelling within the subdivision". This clause is no longer required when sufficient servicing capacity exists for the entire development.

i) That home/business mail delivery will be from a designated Centralized Mail Box (CMB);

ii) That the developers/owners be responsible for officially notifying the purchasers of the exact CMB locations prior to the closing of any homes sales.

9. In the event the Town requires easements for turning circles through R-Plans from the Developer, as per Schedule "E" attached hereto, the Town covenants and agrees to release the easements when they are no longer required due to the extension of the next applicable phase.

S C H E D U L E “D”

LANDS TO BE CONVEYED TO TOWNSHIP

PARKS TO BE DEDICATED TO THE TOWN:

Block 133

STORMWATER MANAGEMENT POND:

Block 140

0.3 METER RESERVES:

Blocks 143-146

WALKWAY/TRAILS:

Blocks 134-138

OPEN SPACE:

Block 139

STREETS:

Municipal ROW - Aitchison Avenue

Municipal ROW - McKenzie Street

Municipal ROW - Fennell Street

Municipal ROW - Middleton Street

Municipal ROW – Corbett Street

Municipal ROW - Doc Lougheed Avenue

Future Municipal Row – Blocks 141-142

SCHEDULE “E”

EASEMENTS TO BE CONVEYED

Such easements as are deemed necessary to implement the approved engineering plans shall be conveyed to the Township in accordance with municipal standards. Other easements that may be required to be conveyed include, but are not limited to, private easements for surface drainage, temporary easements, utility easements and mutual easements between abutting properties for repairs and maintenance.

Developer to submit an Easement Plan to the Township for review/approval prior to registering of easements.

STORM SEWER DRAINAGE EASEMENTS (FOR REAR YARD CATCH-BASINS)

- Lots: 24-35; 52-55; 60, 61; 76-78; 90-92; 94-96; 115-117;
- Blocks: 122-127;
- Lot 226, Concession 2, Southwest of the Toronto Sydenham Road, Township of Southgate, County of Grey

HYDRO ONE EASEMENTS (FOR TRANSFORMERS)

- Lots: 19, 20, 58, 65, 66, 69, 70, 73, 77, 82, 97, 103, 111
- Blocks: 120, 121, 124, 128, 132

0.3 m RESERVE EASEMENTS

- Blocks: 143, 144, 145, 146

SCHEDULE "E-1"

FORM OF AGREEMENT DEALING WITH EASEMENTS

1. The following are some of the facts upon which this Transfer/Deed of Easement (the "Easement") is based:

- (a) The Transferor is the owner in fee simple in possession of the lands in the Township of Southgate, County of Grey, being Part Lots xx on Plan 7M-xx, designated as Parts xx on Reference Plan 7R-xx, hereinafter referred to as "the servient tenement", over which the Easement hereinafter described is conveyed, and is also the owner in fee simple in possession of land abutting upon the servient tenement; and
- (b) The Transferee is the owner in fee simple in possession of the public and common highways and other land within the Corporation of the Township of Southgate, is the owner of municipal services therein, hereinafter referred to as "the dominant tenement", and is acquiring the Easement hereinafter described for the purpose of extending such municipal services.

2. In consideration of other valuable consideration and the sum of TWO DOLLARS (\$2.00) paid by the Transferee to the Transferor (the receipt and sufficiency of which is hereby acknowledged), the Transferor hereby grants and conveys unto the Transferee, its successors and assigns for it the said Transferee and its servants, agents, workmen, employees and whomsoever else it may designate along with its and their vehicles and equipment, the right and easement at any time and at all times:

- (a) to enter upon the servient tenement to construct, operate, inspect, maintain, alter, enlarge, repair and replace storm sewers, catch basins, transmission and control of surface water that may drain onto the servient tenement from surrounding land; and
- (b) to enter upon the servient tenement to construct, operate, maintain, alter, enlarge, repair and replace a swale and any other similar work that may be required for the transmission and control of surface water that may drain onto the servient tenement from surrounding land.
- (c) the right to allow surface water from rain, snow and hail to flow from the dominant tenement, across the servient tenement from the dominant tenement.

3. The Transferee covenants that after doing any of the work contemplated in the preceding paragraph, it will restore the surface of the servient tenement as nearly as is practicable to its condition before exercising such rights.

4. The Transferee further covenants that it will be responsible for any damage that is caused by its operations in the exercise of its rights aforesaid.

5. The Transferor covenants on behalf of itself, its successors and assigns that it will not do anything to impede the flow of surface water from rain, snow and hail from the dominant tenement over the servient tenement that it will keep the servient tenement free and clear of any trees, building, structures or obstructions and will use the servient tenement only as a lawn, garden, flower bed or driveway and will not deposit on or remove any fill from the servient tenement which will have the effect of raising or lowering the level thereof and will not do or suffer to be done any other thing which might injure or damage the said municipal services.

This transfer is signed by the transferor on the ____ day of ____, 20____, and by the transferee on the ____ day of ____, 20____.

Transferor

Transferee

SCHEDULE “F”

**PAYMENTS TO BE MADE AND SECURITIES
TO BE PROVIDED TO THE TOWNSHIP**

<u>PAYMENTS TO THE TOWNSHIP</u>	<u>DUE DATE</u>
Building Deposit	upon Building Permit issuance
Development and Education Charges	upon Building Permit issuance

In addition, Developer shall make payments and provide security as required by Service Financing Agreement of even date herewith.

SECURITIES TO THE TOWNSHIP

1. The Securities Report below is to outline additional securities amount required to support this agreement, and to be reviewed and updated prior to registration of this Agreement. To determine the updated securities this Schedule provides reference for final security calculations prior to registration based on completed works reflect in the security calculations completed under the pre-servicing agreement is provided below:

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Schedule of Unit Prices & Quantities - Civil Works- Pre-Servicing Agreement

Contract Title: Glenelg Residential Subdivision - Civil Servicing		Project No: 1060-4171		Date: January 28, 2021		
ITEM	SPEC.	DESCRIPTION	CONTRACT QUANTITY	UNIT	UNIT PRICE	TOTAL
SCHEDULE A - REMOVALS						
A1		Remove & Dispose of Existing Sanitary Sewer & Maintenance Holes Off Site	98	m	\$ 47.00	\$ 4,606.00
A2		Remove & Dispose of Existing 800mm dia. Storm Sewer Off Site	1	L.S.	\$ 575.00	\$ 575.00
A3		Decommission, Remove & Dispose Existing Watermain Off Site	1	L.S.	\$ 1,830.00	\$ 1,830.00
A4		Remove & Dispose of Existing Asphalt Off Site	5300	m ²	\$ 6.50	\$ 34,450.00
A5		Strip & Stockpile Existing Road Structure (Full Depth) within Internal Subdivision	2750	m ³	\$ 8.00	\$ 22,000.00
A6		Strip & Dispose Unsuitable Existing Glenelg Street Road Subbase	5000	m ³	\$ 20.50	\$ 102,500.00
					Subtotal	\$ 165,961.00
SCHEDULE B - INTERNAL SANITARY SEWERS						
B1	SP1	Supply & Install PVC SDR-35 Sanitary Sewer				
	a)	200mm dia. (Less than 5.0m)	1126.2	m	\$ 190.00	\$ 213,978.00
	b)	200mm dia. (Greater than 5.0m)	41.8	m	\$ 230.00	\$ 9,614.00
	c)	250mm dia. (Less than 5.0m)	43.2	m	\$ 215.00	\$ 9,288.00
	d)	250mm dia. (Greater than 5.0m)	271.4	m	\$ 250.00	\$ 67,850.00
B2	SP3	Supply & Install 125mm dia. PVC SDR-28 Sanitary Service	183	Each	\$ 1,300.00	\$ 237,900.00
B3	SP2	Supply & Install Sanitary Maintenance Holes c/w Frame & Grate				
	a)	1200mm dia. (OPSD 701.010)	15	Each	\$ 6,400.00	\$ 96,000.00
	b)	1200mm dia. (OPSD 701.010) c/w Safety Grate (OPSD 404.020)	4	Each	\$ 8,750.00	\$ 35,000.00
B4	SP1	Field Testing of Sanitary Sewers				
	a)	Flush & CCTV Sanitary Sewers	1483	m	\$ 10.25	\$ 15,200.75
	b)	CCTV Sanitary Services	183	Each	\$ 160.00	\$ 29,280.00
					Subtotal	\$ 714,110.75
SCHEDULE C - INTERNAL WATERMAIN						
C1	SP7	Supply & Install 150mm dia. PVC DR 18 Watermain c/w All Associated Appurtenances	1533	m	\$ 165.00	\$ 252,945.00
C2	SP8	Supply & Install 25mm dia. Type 'K' Copper Water Service	183	Each	\$ 1,200.00	\$ 219,600.00
C3		Supply & Install Fire Hydrant c/w Valve & Lead	13	Each	\$ 7,550.00	\$ 98,150.00
C4	SP9	Locate & Connect to Existing Watermain c/w Removals	2	Each	\$ 1,600.00	\$ 3,200.00
C5	SP10	Temporary Watermain Connection & Commissioning	1	L.S.	\$ 8,000.00	\$ 8,000.00
					Subtotal	\$ 581,895.00



Schedule of Unit Prices & Quantities - Civil Works- Pre-Servicing Agreement

Contract Title: **Glenelg Residential Subdivision - Civil Servicing**

Project No: 1060-4171

Date: January 28, 2021

ITEM	SPEC.	DESCRIPTION	CONTRACT QUANTITY	UNIT	UNIT PRICE	TOTAL
SCHEDULE D - INTERNAL STORM SEWERS						
D1	SP1	Supply & Install Storm Sewers				
a)		250mm dia. PVC SDR-35	61.3	m	\$ 168.00	\$ 10,298.40
b)		300mm dia. PVC SDR-35	898.8	m	\$ 174.00	\$ 156,391.20
c)		300mm dia. Concrete CL-100-D	206.9	m	\$ 192.00	\$ 39,724.80
d)		375mm dia. PVC SDR-35	252.3	m	\$ 196.00	\$ 49,450.80
e)		375mm dia. Concrete CL-100-D	43.4	m	\$ 212.00	\$ 9,200.80
f)		450mm dia. Concrete CL-65-D	188.4	m	\$ 220.00	\$ 41,448.00
g)		525mm dia. Concrete CL-65-D	64.4	m	\$ 247.00	\$ 15,906.80
h)		600mm dia. Concrete CL-65-D	189.7	m	\$ 294.00	\$ 55,771.80
i)		675mm dia. Concrete CL-65-D	113	m	\$ 364.00	\$ 41,132.00
j)		750mm dia. Concrete CL-65-D	110.4	m	\$ 431.00	\$ 47,582.40
k)		900mm dia. Concrete CL-65-D	83.4	m	\$ 586.00	\$ 48,872.40
l)		250mm dia. PVC SDR-35 Catch Basin Lead	69.6	m	\$ 184.00	\$ 12,806.40
m)		300mm dia. PVC SDR-35 Catch Basin Lead	103.6	m	\$ 199.00	\$ 20,616.40
D2	SP2	Supply & Install Storm Maintenance Holes c/w Frame & Grate				
a)		1200mm dia. Storm Maintenance Hole (OPSD 701.010)	9	Each	\$ 4,400.00	\$ 39,600.00
b)		1200mm dia. Catch Basin Maintenance Hole (OPSD 701.010)	22	Each	\$ 4,200.00	\$ 92,400.00
c)		1500mm dia. Storm Maintenance Hole (OPSD 701.011)	2	Each	\$ 6,600.00	\$ 13,200.00
d)		1500mm dia. Catch Basin Maintenance Hole (OPSD 701.011)	3	Each	\$ 6,700.00	\$ 20,100.00
e)		1500mm dia. Double Catch Basin Maintenance Hole (OPSD 701.011)	8	Each	\$ 6,300.00	\$ 50,400.00
f)		1800mm dia. Storm Maintenance Hole (OPSD 701.012)	3	Each	\$ 8,500.00	\$ 25,500.00
g)		1800mm dia. Catch Basin Maintenance Hole (OPSD 701.012)	2	Each	\$ 8,300.00	\$ 16,600.00
h)		2400mm dia. Double Catch Basin Maintenance Hole (OPSD 701.013)	1	Each	\$ 14,500.00	\$ 14,500.00
D3	SP2	Supply & Install Storm Sewer Structures c/w Frame & Grate				
a)		600mm x 600mm Catch Basin (OPSD 705.010)	17	Each	\$ 2,300.00	\$ 39,100.00
b)		600mm x 1450mm Double Catch Basin (OPSD 705.010)	15	Each	\$ 3,400.00	\$ 51,000.00
D4	SP3	Supply & Install Storm Services				
a)		100mm dia. SDR-28	167	Each	\$ 1,300.00	\$ 217,100.00
b)		125mm dia. c/w Wye & 100mm dia. Stubs	8	Each	\$ 1,475.00	\$ 11,800.00
D5	SP2	Supply & Install 150mm Rigid Insulation Adjacent to Storm Structures	85	m ²	\$ 60.00	\$ 5,100.00



Schedule of Unit Prices & Quantities - Civil Works- Pre-Servicing Agreement

Contract Title: **Glenelg Residential Subdivision - Civil Servicing**

Project No: 1060-4171

Date: January 28, 2021

ITEM	SPEC.	DESCRIPTION	CONTRACT QUANTITY	UNIT	UNIT PRICE	TOTAL
SCHEDULE D - INTERNAL STORM SEWERS (CONTINUED)						
D6	SP1	Field Testing of Storm Sewers				
a)		Flush & CCTV Storm Sewers	2116	m	\$ 14.00	\$ 29,624.00
b)		CCTV Storm Services	183	ea.	\$ 160.00	\$ 29,280.00
		Subtotal			\$	1,204,506.20
SCHEDULE E - SWM FACILITY						
E1		Sediment Basin to SWM Pond Conversion				
a)		Cut to Fill	1400	m³	\$ 5.15	\$ 7,210.00
b)		Cut to Stockpile	900	m³	\$ 5.15	\$ 4,635.00
c)		Supply & Install Geosynthetic Clay Liner (Include Overlap and Tie in to Slope in Unit Price)	7435	m²	\$ 14.75	\$ 109,666.25
d)		Cut from Stockpile onto GCL & Pond Berms	10000	m³	\$ 5.15	\$ 51,500.00
E2		Supply & Install Outlet Control Structure				
a)		Pond Outlet Control Structure c/w Orifice Plate	1	L.S.	\$ 39,350.00	\$ 39,350.00
b)		Pedestrian Barricade (OPSD 980.101)	1	L.S.	\$ 1,650.00	\$ 1,650.00
c)		Concrete Precast Headwall (OPSD 804.030) c/w Grate (OPSD 804.050)	1	L.S.	\$ 4,475.00	\$ 4,475.00
E3	SP1	Supply & Install Storm Sewers				
a)		300mm dia. PVC SDR-35 Reverse Slope Storm Sewer	9.8	m	\$ 190.00	\$ 1,862.00
b)		525mm dia. CL65-D Concrete Storm Sewer c/w Clay Plugs	19.2	m	\$ 245.00	\$ 4,704.00
c)		1050mm dia. CL65-D Concrete Storm Sewer	46.4	m	\$ 775.00	\$ 35,960.00
E4	SP13	Supply, Place & Compact 4.0m Wide Access Road				
a)		Preparation & Fine Grading of Subgrade for Roadway	1487	m² (p)	\$ 0.76	\$ 1,130.12
b)		300mm, 50mm dia. Crusher Run Limestone	1487	m² (p)	\$ 14.50	\$ 21,561.50
c)		100mm, 20mm dia. Crusher Run Limestone	1487	m² (p)	\$ 6.00	\$ 8,922.00
E5		Supply & Install 150mm dia. HDPE Subdrain c/w Clear Stone & 270R Geotextile	372	m	\$ 36.00	\$ 13,392.00
E6		Supply & Install Concrete Precast Headwall (OPSD 804.040) c/w Grate (804.050) and 1.2m High Black Vinyl Chain Link Fence (OPSD 972.130)	1	L.S.	\$ 21,585.00	\$ 21,585.00
E7		Supply & Install 1.8m High Black Vinyl Chain-link Fence	415	m	\$ 90.00	\$ 37,350.00
E8		Supply & Install Barrier Gate	2	Each	\$ 2,100.00	\$ 4,200.00
E9		Supply & Install Emergency Spillway c/w Armourflex Matting	215	m²	\$ 132.00	\$ 28,380.00
E10		Supply & Install Warning Signs	1	L.S.	\$ 1,700.00	\$ 1,700.00
E11		Supply & Place Rip Rap c/w 270R Geotextile				
a)		300mm dia., 600mm Depth	38	m²	\$ 65.00	\$ 2,470.00
b)		450mm dia., 1200mm Depth	20	m²	\$ 125.00	\$ 2,500.00
		Subtotal			\$	404,202.87



Schedule of Unit Prices & Quantities - Civil Works- Pre-Servicing Agreement

Contract Title: **Glenelg Residential Subdivision - Civil Servicing**

Project No: 1060-4171

Date: January 28, 2021

ITEM	SPEC.	DESCRIPTION	CONTRACT QUANTITY	UNIT	UNIT PRICE	TOTAL
SCHEDULE F - INTERNAL ROADWORKS						
F1	SP12	Preparation & Fine Grading of Subgrade for Roadway	14740	m ² (p)	\$ 1.90	\$ 28,006.00
F2	SP13	Supply Place & Compact Road Materials				
a)		50mm HL 4 Asphalt	11980	m ² (p)	\$ 15.00	\$ 179,700.00
b)		150mm Granular A	11980	m ² (p)	\$ 9.25	\$ 110,815.00
c)		450mm Granular B Type I	14740	m ² (p)	\$ 16.50	\$ 243,210.00
F3		Supply & Place Curb & Gutters				
a)		Supply & Place Barrier Curb with Standard Gutter (OPSD 600.040)	2750	m	\$ 54.00	\$ 148,500.00
F4		Supply & Install 100mm dia. Subdrain	2750	m	\$ 25.00	\$ 68,750.00
F5		Supply & Install 1.5m Concrete Sidewalk (OPSD 310.010)	2190	m ²	\$ 73.00	\$ 159,870.00
F6		Supply & Install Tactile Warning Plates (OPSD 310.039)	70	Each	\$ 185.00	\$ 12,950.00
F7		Supply & Install Dead End Barricade				
a)		Guiderail Steel Beam Barricade (OPSD 912.532) c/w Checkerboard Type III Sign	2	Each	\$ 2,100.00	\$ 4,200.00
b)		Tigertail Sign on Two Posts	2	Each	\$ 475.00	\$ 950.00
F8		Supply & Install Street Signage				
a)		Stop Sign	10	Each	\$ 370.00	\$ 3,700.00
b)		Road Not Assumed Sign	2	Each	\$ 370.00	\$ 740.00
c)		Permanent Street Name Sign	10	Each	\$ 425.00	\$ 4,250.00
d)		Temporary Street Name Sign	10	Each	\$ 425.00	\$ 4,250.00
F9		Supply & Install Direct Buried Utility Road Crossing (11.0m)				
a)		10 x 100mm Type II Duct	1	Each	\$ 1,925.00	\$ 1,925.00
b)		12 x 100mm Type II Duct	1	Each	\$ 2,200.00	\$ 2,200.00
c)		14 x 100mm Type II Duct	1	Each	\$ 2,275.00	\$ 2,275.00
F10	SP15	Supply & Install Concrete Encased Utility Road Crossing (11.0m)				
a)		10 x 100mm Type II Duct	1	Each	\$ 4,060.00	\$ 4,060.00
b)		12 x 100mm Type II Duct	1	Each	\$ 4,800.00	\$ 4,800.00
c)		14 x 100mm Type II Duct	1	Each	\$ 5,250.00	\$ 5,250.00
F11		Supply, Place & Compact 1.5m Gravel Path	570	m ² (p)	\$ 19.50	\$ 11,115.00
F12		Supply & Install Removable Bollards	1	L.S.	\$ 2,815.00	\$ 2,815.00



Schedule of Unit Prices & Quantities - Civil Works- Pre-Servicing Agreement

Contract Title: **Glenelg Residential Subdivision - Civil Servicing**

Project No: 1060-4171

Date: January 28, 2021

ITEM	SPEC.	DESCRIPTION	CONTRACT QUANTITY	UNIT	UNIT PRICE	TOTAL
SCHEDULE F - INTERNAL ROADWORKS (CONTINUED)						
F13		Surface Works (2023)				
a)		Raise Maintenance Holes & Valves to Finished Grade	1	L.S.	\$ 41,525.00	\$ 41,525.00
b)		Remove Asphalt Curb Adjacent to Catch Basin & Install Barrier Curb with Standard Gutter (OPSD 600.040)	100	m	\$ 160.00	\$ 16,000.00
c)		40mm HL3 Surface Asphalt	11980	m ² (p)	\$10.75	\$ 128,785.00
d)		Tack Coat (OPSS 308)	11980	m ² (p)	\$1.05	\$ 12,579.00
e)		Sweep & Clean Roadways	1	L.S.	\$2,250.00	\$ 2,250.00
f)		Flush & CCTV Sanitary prior to Surface Asphalt	1483	m	\$7.10	\$ 10,529.30
g)		CCTV Sanitary Services prior to Surface Asphalt	183	Each	\$160.00	\$ 29,280.00
h)		Flush & CCTV Storm prior to Surface Asphalt	2116	m	\$9.75	\$ 20,631.00
i)		CCTV Storm Services prior to Surface Asphalt	183	Each	\$160.00	\$ 29,280.00
					Subtotal	\$ 1,295,190.30
SCHEDULE G - INTERNAL LANDSCAPING AND STREETLIGHTING ALLOWANCE						
G1		Landscaping/ Streetlighting Allowance (to be revised/ updated for Subdivision Agreement)	1	LS	\$ 360,000.00	\$ 360,000.00
					Subtotal	\$ 360,000.00
SCHEDULE H - EXTERNAL SANITARY SEWERS						
H1	SP1	Supply & Install 250mm dia. PVC SDR-35 Sanitary Sewers c/w All Associated Appurtenances	554.9	m	\$280.00	\$ 155,372.00
H2	SP2	Supply & Install Sanitary Maintenance Holes c/w Frame & Grate				
a)		1200mm dia. (OPSD 701.010)	5	Each	\$7,100.00	\$ 35,500.00
b)		1200mm dia. (OPSD 701.010) c/w External Drop Structure (OPSD 1003.020)	1	Each	\$12,500.00	\$ 12,500.00
H3	SP2	Locate & Connect to Existing Maintenance Hole c/w Benching, Adjustments & Restoration	1	L.S.	\$ 39,000.00	\$ 39,000.00
H4		Adjust Existing Sanitary Maintenance Hole Frame & Grate	1	L.S.	\$ 1,510.00	\$ 1,510.00
H5	SP5	Flush & CCTV Sanitary Sewers	554.9	m	\$ 12.00	\$ 6,658.80
					Subtotal	\$ 250,540.80



Schedule of Unit Prices & Quantities - Civil Works- Pre-Servicing Agreement

Contract Title: **Glenelg Residential Subdivision - Civil Servicing**

Project No: 1060-4171

Date: January 28, 2021

ITEM	SPEC.	DESCRIPTION	CONTRACT QUANTITY	UNIT	UNIT PRICE	TOTAL
SCHEDULE I - EXTERNAL STORM SEWERS						
I1	SP1	Supply & Install Storm Sewers				
a)		300mm dia. PVC SDR-35	14.6	m	\$278.00	\$ 4,058.80
b)		375mm dia. PVC SDR-35	74.9	m	\$ 298.00	\$ 22,320.20
c)		600mm dia. Concrete CL-65-D	194.6	m	\$ 398.00	\$ 77,450.80
d)		825mm dia. Concrete CL-65-D	12.3	m	\$ 653.00	\$ 8,031.90
e)		250mm dia. PVC SDR-35 Catch Basin Lead	50.1	m	\$ 233.00	\$ 11,673.30
f)		300mm dia. PVC SDR-35 Catch Basin Lead	16.7	m	\$ 253.00	\$ 4,225.10
I2	SP2	Supply & Install Storm Maintenance Holes c/w Frame & Grate				
a)		1200mm dia. Catch Basin Maintenance Hole c/w 107mm dia. Orifice Plate (OPSD 701.010)	1	Each	\$ 4,950.00	\$ 4,950.00
b)		1500mm dia. Storm Maintenance Hole (OPSD 701.011)	1	Each	\$ 6,200.00	\$ 6,200.00
c)		1500mm dia. Double Catch Basin Maintenance Hole (OPSD 701.011)	1	Each	\$ 6,400.00	\$ 6,400.00
d)		1800mm dia. Storm Maintenance Hole (OPSD 701.012)	1	Each	\$ 8,200.00	\$ 8,200.00
e)		1800mm dia. Catch Basin Maintenance Hole (OPSD 701.012)	3	Each	\$ 8,700.00	\$ 26,100.00
f)		1800mm dia. Double Catch Basin Maintenance Hole (OPSD 701.012)	1	Each	\$ 8,900.00	\$ 8,900.00
g)		1800mm dia. Catch Basin Maintenance Hole c/w 160mm dia. Orifice Plate (OPSD 701.012)	1	Each	\$ 9,300.00	\$ 9,300.00
I3	SP2	Supply & Install Storm Sewer Structures c/w Frame & Grate				
a)		600mm x 600mm Catch Basin	4	Each	\$2,500.00	\$ 10,000.00
b)		600mm x 1450mm Double Catch Basin	1	Each	\$ 3,900.00	\$ 3,900.00
I4		Supply & Install 50mm Rigid Insulation	305	m ²	\$ 60.00	\$ 18,300.00
I5		Supply & Install Drainage Culverts				
a)		400mm dia. CSP	27.8	m	\$ 255.00	\$ 7,089.00
b)		450mm dia. CSP	9.4	m	\$ 265.00	\$ 2,491.00
c)		1050mm dia. CSP	21.2	m	\$ 550.00	\$ 11,660.00
I6		Supply & Install Rip-Rap c/w Terrafix 270R Geotextile				
a)		150mm dia., 300mm Deep	8	m ²	\$ 55.00	\$ 440.00
b)		300mm dia., 600mm Deep	139	m ²	\$ 75.00	\$ 10,425.00
I7	SP6	Remove & Reinstate Existing 500mm dia. CSP Culvert	1	L.S.	\$ 2,450.00	\$ 2,450.00
I8		Supply & Install 150mm Rigid Insulation Adjacent to Storm Structures	25	m ²	\$ 135.00	\$ 3,375.00
I9	SP5	Flush & CCTV Storm Sewers	350	m	\$ 15.00	\$ 5,250.00
					Subtotal	\$ 273,190.10



Schedule of Unit Prices & Quantities - Civil Works- Pre-Servicing Agreement

Contract Title: **Glenelg Residential Subdivision - Civil Servicing**

Project No: 1060-4171

Date: January 28, 2021

ITEM	SPEC.	DESCRIPTION	CONTRACT QUANTITY	UNIT	UNIT PRICE	TOTAL
SCHEDULE J - EXTERNAL WATERMAIN						
J1		Supply & Install 150mm dia. Watermain c/w All Associated Appurtenances	605.7	m	\$ 260.00	\$ 157,482.00
J2		Supply & Install Type 'K' Copper Water Services				
a)		25mm dia.	2	Each	\$ 2,250.00	\$ 4,500.00
b)		25mm dia. c/w Connection to Existing	6	Each	\$2,300.00	\$ 13,800.00
J3		Supply & Install Eclipse #88WS Water Sampling Station	1	L.S.	\$9,000.00	\$ 9,000.00
J4		Supply & Install 50mm Rigid Insulation	50	m²	\$60.00	\$ 3,000.00
J5		Supply & Install Fire Hydrant c/w Valve & Lead	4	Each	\$9,000.00	\$ 36,000.00
J6		Adjust Existing Fire Hydrant to Finished Grade c/w All Appurtenances	1	Each	\$950.00	\$ 950.00
J7		Locate & Connect to Existing Watermain c/w Removals & Restoration	2	Each	\$2,700.00	\$ 5,400.00
J8		Temporary Watermain Connection & Commissioning	1	L.S.	\$4,900.00	\$ 4,900.00
					Subtotal	\$ 235,032.00
SCHEDULE K - EXTERNAL ROADWORKS						
K1	SP12	Preparation & Fine Grading of Subgrade for Roadway	8340	m² (p)	\$3.00	\$ 25,020.00
K2	SP13	Supply, Place & Compact Road Materials				
a)		50mm HL4 Asphalt	6830	m² (p)	\$ 15.00	\$ 102,450.00
b)		150mm Granular A	7170	m² (p)	\$ 9.25	\$ 66,322.50
c)		450mm Granular B Type I (Variable Depth)	18000	t	\$ 16.50	\$ 297,000.00
K3		Supply & Place Concrete Barrier Curb with Standard Gutter (OPSD 600.040)	745	m	\$ 54.00	\$ 40,230.00
K4		Supply & Install Concrete Outlet (OPSD 604.010)	1	Each	\$ 250.00	\$ 250.00
K5		Supply & Install 100mm dia. Subdrain	745	m	\$ 27.00	\$ 20,115.00
K6		Supply & Install Concrete Sidewalk				
a)		1.5m Width	365	m²	\$ 73.00	\$ 26,645.00
b)		1.8m Width	245	m²	\$ 71.00	\$ 17,395.00
K7		Supply & Install Tactile Warning Plates (OPSD 310.039)	25	Each	\$ 185.00	\$ 4,625.00
K8		Construct Hydrant Access (OPSD 217.050)	4	Each	\$ 725.00	\$ 2,900.00
K9		Supply, Place & Compact 4.0m Gravel Access Road	1270	m²	\$ 25.00	\$ 31,750.00
K10		Saw Cut Existing Asphalt & Mill 40mm Deep, 300mm Width	60	m	\$50.00	\$ 3,000.00
K11		Supply & Install 100mm Wide White Solid Pavement Marking	660	m	\$3.50	\$ 2,310.00
K12	SP16	Fine Grading, 200mm Topsoil & Sod Boulevard	3300	m²	\$21.50	\$ 70,950.00
K13		Reinstate Existing Driveways	1	L.S.	\$22,500.00	\$ 22,500.00

Schedule of Unit Prices & Quantities - Civil Works- Pre-Servicing Agreement

 Contract Title: **Glenelg Residential Subdivision - Civil Servicing**

Project No: 1060-4171

Date: January 28, 2021

ITEM	SPEC.	DESCRIPTION	CONTRACT QUANTITY	UNIT	UNIT PRICE	TOTAL
SCHEDULE K - EXTERNAL ROADWORKS (CONTINUED)						
K14		Surface Works				
a)		Raise Maintenance Holes & Valves to Finished Grade	1	L.S.	\$11,500.00	\$ 11,500.00
b)		Remove Asphalt Curb Adjacent to Catch Basin & Install Barrier Curb with Standard Gutter (OPSD 600.040)	20	m	\$ 160.00	\$ 3,200.00
c)		40mm HL3 Surface Asphalt	6830	m ² (p)	\$ 11.00	\$ 75,130.00
d)		Tack Coat (OPSS 308)	6830	m ² (p)	\$ 1.05	\$ 7,171.50
e)		Sweep & Clean Roadways	1	L.S.	\$ 1,200.00	\$ 1,200.00
f)		Flush & CCTV Sanitary Sewer prior to Surface Asphalt	555	m	\$ 7.00	\$ 3,885.00
g)		Flush & CCTV Storm Sewer prior to Surface Asphalt	350	m	\$ 9.50	\$ 3,325.00
					Subtotal	\$ 838,874.00
SCHEDULE L - EXTERNAL EARTHWORKS						
L1		Strip & Stockpile to Internal Subdivision Topsoil Material from Glenelg Street (Assumed 500mm Depth)	4500	m ³	\$ 3.00	\$ 13,500.00
L2		Strip , Windrow & Reinststate Topsoil c/w Hydroseed	7600	m ²	\$ 3.00	\$ 22,800.00
L3		Supply & Place 150mm Topsoil & Hydroseed (Glenelg Street)	1200	m ²	\$ 17.00	\$ 20,400.00
L4		Clearing & Grubbing	1	L.S.	\$ 17,600.00	\$ 17,600.00
					Subtotal	\$ 74,300.00
SCHEDULE M - EXTERNAL LANDSCAPING AND STREETLIGHTING ALLOWANCE						
M1		Landscaping/ Streetlighting Allowance (to be revised/ updated for Subdivision Agreement)	1	LS	\$ 50,000.00	\$ 50,000.00
					Subtotal	\$ 50,000.00



Schedule of Unit Prices & Quantities - Civil Works- Pre-Servicing Agreement

Contract Title: Glenelg Residential Subdivision - Civil Servicing

Project No: 1060-4171

Date: January 28, 2021

ITEM	SPEC.	DESCRIPTION	CONTRACT QUANTITY	UNIT	UNIT PRICE	TOTAL
		SCHEDULE A -REMOVALS				\$ 165,961.00
		SCHEDULE B - INTERNAL SANITARY SEWERS				\$ 714,110.75
		SCHEDULE C - INTERNAL WATERMAIN				\$ 581,895.00
		SCHEDULE D - INTERNAL STORM SEWERS				\$ 1,204,506.20
		SCHEDULE E - SWM FACILITY				\$ 404,202.87
		SCHEDULE F - INTERNAL ROADWORKS				\$ 1,295,190.30
		SCHEDULE G - INTERNAL LANDSCAPING AND STREETLIGHTING ALLOWANCE				\$ 360,000.00
		Subtotal				\$ 4,725,866.12
		Contingency & Engineering Allowance (10%)**				\$ 472,586.61
		Subtotal Internal Works				\$ 5,198,452.73
		HST (13%)				\$ 675,798.86
		Total Internal Works				\$ 5,874,251.59
		SCHEDULE H - EXTERNAL SANITARY SEWERS				\$ 250,540.80
		SCHEDULE I - EXTERNAL STORM SEWERS				\$ 273,190.10
		SCHEDULE J - EXTERNAL WATERMAIN				\$ 235,032.00
		SCHEDULE K - EXTERNAL ROADWORKS				\$ 838,874.00
		SCHEDULE L - EXTERNAL EARTHWORKS				\$ 74,300.00
		SCHEDULE M - EXTERNAL LANDSCAPING AND STREETLIGHTING ALLOWANCE				\$ 50,000.00
		+ additional \$50,000 for Utilities				
		Subtotal				\$ 1,721,936.90
		Contingency & Engineering Allowance (10%)**				\$ 172,193.69
		Subtotal External Works				\$ 1,894,130.59
		HST (13%)				\$ 246,236.98
		Total External Works				\$ 2,140,367.57



Schedule of Unit Prices & Quantities - Civil Works- Pre-Servicing Agreement

Contract Title: <u>Glenelg Residential Subdivision - Civil Servicing</u>			Project No: 1060-4171		Date: January 28, 2021	
ITEM	SPEC.	DESCRIPTION	CONTRACT QUANTITY	UNIT	UNIT PRICE	TOTAL

SECURITIES CALCULATION SUMMARY

Total Internal Works Cost	\$	5,874,251.59				
Internal Works Pre-Servicing Agreement Securities (5%)					\$	293,712.58
Total External Works Cost	\$	2,140,367.57				
External Works Pre-Servicing Agreement Securities (10%)					\$	214,036.76
Total Calculated Securities for Glenelg Preservicing Agreement					\$	<u>507,749.34</u>

SCHEDULE "G"
MUNICIPAL SERVICES TO BE PROVIDED BY DEVELOPER

The services described herein shall be constructed in accordance with plans and specifications meeting the Township's applicable servicing standards and as approved in writing by the Township Engineer.

- 1.1 Storm Drainage Works
 - 1.1.1 Storm Sewers and service connections
 - 1.1.2 Manholes
 - 1.1.3 Catchbasins
 - 1.1.4 Completion of Storm Water Management Facility including improvements to supporting external infrastructure and all related appurtenances.
- 1.2 Wastewater Collection System
 - 1.2.1 Sanitary Sewers and service connections including improvements to supporting external infrastructure and all related appurtenances.
 - 1.2.2 Manholes
 - 1.2.3 All related Appurtenances
- 1.3 Water Distribution System
 - 1.3.1 Water Mains to the limits of the subdivision and service connections including improvements to supporting external infrastructure and all related appurtenances.
 - 1.3.2 Fire hydrants
 - 1.3.3 All related Appurtenances
- 1.4 Roadworks
 - 1.4.1 Roads and streets within the plan of subdivision including improvements to supporting external infrastructure and all related appurtenances,
 - 1.4.2 Boulevard Topsoil and Sodding
 - 1.4.3 Signage (to be installed as required by this agreement and Township servicing standards)
 - 1.4.4 Sidewalks and walkways
 - 1.4.5 Trees *
 - 1.4.6 Retaining Walls
 - 1.4.7 Driveway ramps
 - 1.4.8 All Related Appurtenances
- 1.5 Utilities (to be provided without conflict with other municipal services)
 - 1.5.1 Underground Electrical Distribution System including street lights
 - 1.5.2 Communication System
 - 1.5.3 Natural Gas Distribution System
 - 1.5.4 Street lighting.
 - 1.5.5 All Related Appurtenances
- 1.6 Fences
 - 1.6.1 Fencing in accordance with municipal standards and approved drawings.
 - 1.6.2 Noise control barriers
- 1.7 Parkland
 - 1.7.1 Completion of parkland in accordance with municipal standards and approved drawings.

All services, facilities and items to be provided pursuant to this Agreement shall be constructed, installed and provided as the case may be in accordance with the approved plans and specifications and where not otherwise so specified in accordance with the Township's Municipal Servicing Standards then in effect.

*** Trees shall be planted in accordance with the Township's policies affecting new subdivisions.**

SCHEDULE "H"

THE FOLLOWING COVENANTS AND RESTRICTIONS SHALL BE PLACED IN EVERY CONTRACT FOR THE SALE OF PART OF THE LANDS AND SHALL BE REGISTERED AGAINST THE TITLE TO EVERY LOT OR BLOCK FORMING A PART OF THE LANDS:

The purchaser/transferee covenants as follows:

- i) the purchaser/transferee covenants and agrees that the surface grading and drainage including all swales for the within described land shall at all times conform to the Approved Grading Plan and Individual Lot Plan for the Lands referred to in the Subdivision Agreement with the municipality which controlled the development of the Lands and shall not be altered without the written approval of the municipality;
- ii) the purchaser/transferee covenants and agrees under no circumstances shall roof water, surface water or ground water drains be connected to the municipal sanitary sewer system;
- iii) the purchaser/transferee acknowledges and agrees that a storm sewer service shall be extended from the street line to the top of foundation elevation and that sump pumps shall be connected to the storm sewer service at the top of foundation in accordance with applicable municipal servicing standards, and further, that no gravity connection shall be made to the service. All sump pumps shall be installed with backflow preventers or check valves to the satisfaction of the Chief Building Official.
- iv) the purchaser/transferee covenants and agrees that the construction of any accessory buildings or structures (including swimming pools) shall require the approval of the Township and acknowledges that swimming pools may be adversely affected by high groundwater levels;
- v) the purchaser/transferee covenants and agrees to maintain any fence on the boundary of the within-described lands in good condition if such fence was erected as a requirement of the original subdivision or development agreement affecting the lands and, when necessary, replace same from time to time with a fence made of the same or similar materials and of the same standard;
- vi) the purchaser/transferee covenants that no curb cuts shall be made or permanent driveway ramp installed until the foundation of the dwelling unit to be served by that particular driveway entrance has been completed. If the Developer/transferee proceeds, at their option, to install a driveway cut in advance of the foundation of the dwelling unit, the developer/transferee shall be committed to that driveway location for that lot as part of this agreement and no Building Permit shall be issued for this lot that does not reflect the driveway at that location. The Developer/transferee shall be responsible for damage, if any, to the remaining curb.
- vii) the purchaser/transferee acknowledges and agrees that the soils which are used to backfill around the foundation of the dwelling unit on the subject lands may subside after the date upon which a certificate has been issued indicating that the lands have been graded in accordance with the approved lot grading plan and the purchaser/transferee covenants that in such event he/she /they or it shall provide and place additional soils to ensure that the lot continues to be graded in accordance with the approved lot grading plan,
- viii) the purchaser/transferee covenants and agrees that no building or construction materials associated with the residence to be constructed on the within lands shall be stored on a street allowance or other municipally-owned property; and,
- ix) the purchaser/transferee covenants and agrees to comply with the requirements of the Township's sewer use by-law in effect from time to time.

Each of the above covenants and restrictions shall run with the title to the lands and are declared to be for the benefit of the Transferor's remaining lands and for the benefit of the roads and streets abutting the within-described lands

SCHEDULE “I”

List of Approved Plans

SUBDIVISION: Glenelg Phase I

Developer: Southgate Meadows Inc.

List of Drawings

External Works

<u>Drawing #</u>	<u>Rev #</u>	<u>Date</u>	<u>Drawing Title</u>	<u>Firm Prepared By</u>
100		May 10, 2021	Cover Page & Drawing List	C.F. Crozier & Associates
102		May 10, 2021	Detail Road Grading at Intersections	C.F. Crozier & Associates
103A		May 10, 2021	Plan and Profile Glenelg Street from Ida Street to Sta. 1+320	C.F. Crozier & Associates
103B		May 10, 2021	Plan and Profile Glenelg Street from Sta. 1+320 to Sta. 1+640	C.F. Crozier & Associates
103C		May 10, 2021	Plan and Profile Glenelg Street from Sta. 1+640 to Dundalk Street	C.F. Crozier & Associates
103D		May 10, 2021	Plan and Profile Keppel Street from Sta. 2+000 to 2+280	C.F. Crozier & Associates
103E		May 10, 2021	Plan and Profile Keppel Street from Sta. 2+280 to 2+498	C.F. Crozier & Associates
104A		May 10, 2021	Glenelg Street Cross Sections	C.F. Crozier & Associates
104B		May 10, 2021	Glenelg Street Cross Sections	C.F. Crozier & Associates
104C		May 10, 2021	Glenelg Street Cross Sections	C.F. Crozier & Associates
104D		May 10, 2021	Glenelg Street Cross Sections	C.F. Crozier & Associates
105		May 10, 2021	Construction Notes and Details	C.F. Crozier & Associates
106A		May 10, 2021	Erosion and Sediment Control Plan Glenelg Street from Ida St. to Sta. 1+620	C.F. Crozier & Associates
106B		May 10, 2021	Erosion and Sediment Control Plan Glenelg Street from Sta.1+620 to Dundalk Street	C.F. Crozier & Associates
106C		May 10, 2021	Erosion and Sediment Control Plan Keppel Street	C.F. Crozier & Associates
113A		May 10, 2021	Ontario Provincial Standard Drawings	C.F. Crozier & Associates
113B		May 10, 2021	Ontario Provincial Standard Drawings	C.F. Crozier & Associates
113C		May 10, 2021	Ontario Provincial Standard Drawings	C.F. Crozier & Associates
113D		May 10, 2021	Municipal Standard Drawings	C.F. Crozier & Associates

Internal Works

<u>Drawing #</u>	<u>Rev #</u>	<u>Date</u>	<u>Drawing Title</u>	<u>Firm Prepared By</u>
100	6	May 10, 2021	Cover Page & Drawing List	C.F. Crozier & Associates
100A	6	May 10, 2021	Dundalk Glenelg Residential Development Draft Plan	C.F. Crozier & Associates
101	6	May 10, 2021	General Site Servicing Plan	C.F. Crozier & Associates
102A	6	May 10, 2021	Site Grading Plan (North)	C.F. Crozier & Associates
102B	6	May 10, 2021	Site Grading Plan (Central)	C.F. Crozier & Associates
102C	6	May 10, 2021	Site Grading Plan (South)	C.F. Crozier & Associates
102D	6	May 10, 2021	Side Yard Storm Sewer Cross-sections	C.F. Crozier & Associates
103A	6	May 10, 2021	Plan and Profile Atchison Avenue	C.F. Crozier & Associates
103B	6	May 10, 2021	Plan and Profile Doc Lougheed Avenue	C.F. Crozier & Associates
103C	6	May 10, 2021	Plan and Profile Corbett	C.F. Crozier & Associates
103D	6	May 10, 2021	Plan and Profile Corbett	C.F. Crozier & Associates
103E	6	May 10, 2021	Plan and Profile McKenzie Street	C.F. Crozier & Associates
103F	6	May 10, 2021	Plan and Profile Fennel Street	C.F. Crozier & Associates
103G	6	May 10, 2021	Plan and Profile Middleton Street	C.F. Crozier & Associates
106A	6	May 10, 2021	Stormwater Management Facility	C.F. Crozier & Associates
106B	6	May 10, 2021	Stormwater Management Facility Cross Sections	C.F. Crozier & Associates
106C	6	May 10, 2021	Stormwater Management Facility Details	C.F. Crozier & Associates
109	6	May 10, 2021	Sanitary Drainage Plan	C.F. Crozier & Associates
110	6	May 10, 2021	Storm Drainage Plan	C.F. Crozier & Associates
111	6	May 10, 2021	Construction Notes Typical Sections and Details	C.F. Crozier & Associates
113A	6	May 10, 2021	Ontario Provincial Standard Drawings	C.F. Crozier & Associates
113B	6	May 10, 2021	Ontario Provincial Standard Drawings	C.F. Crozier & Associates
113C	6	May 10, 2021	Ontario Provincial Standard Drawings	C.F. Crozier & Associates
113D	6	May 10, 2021	Municipal Standard Drawings	C.F. Crozier & Associates
113E	6	May 10, 2021	Canada Post Community Superbox Details	C.F. Crozier & Associates
113F	6	May 10, 2021	Canada Post Community Superbox Details	C.F. Crozier & Associates
T 01	3	May 10, 2021	Pavement Marking and Signage Plan	C.F. Crozier & Associates
E001		February 9, 2021	Site Photometric North	C.F. Crozier & Associates
E002		February 9, 2021	Site Photometric South	C.F. Crozier & Associates
E003		February 9, 2021	Lighting Schedules and Details	C.F. Crozier & Associates
L-1		To be provided.		

L-2		To be provided.		
L-3		To be provided.		

List of Reports

- Servicing & Stormwater Management Implementation Report (Glenelg Residential Development) (C.F. Crozier & Associates Inc., January 2021)
- Traffic Impact Study (C.F. Crozier & Associates Inc., September 2018)
- Environmental Impact Study (SLR Consulting (Canada) Ltd., September 2018)
- Hydrogeologic Study – Glenelg Street, Dundalk Ontario (SLR Consulting (Canada) Ltd., September 2018)
- Stage 1-2 Archaeological Background Study (AMICK Consultants Ltd, August 2018)
- Planning Justification Report – Official Plan Amendment, Zoning By-law Amendment, and Draft Plan of Subdivision (MHBC Planning, September 2018)

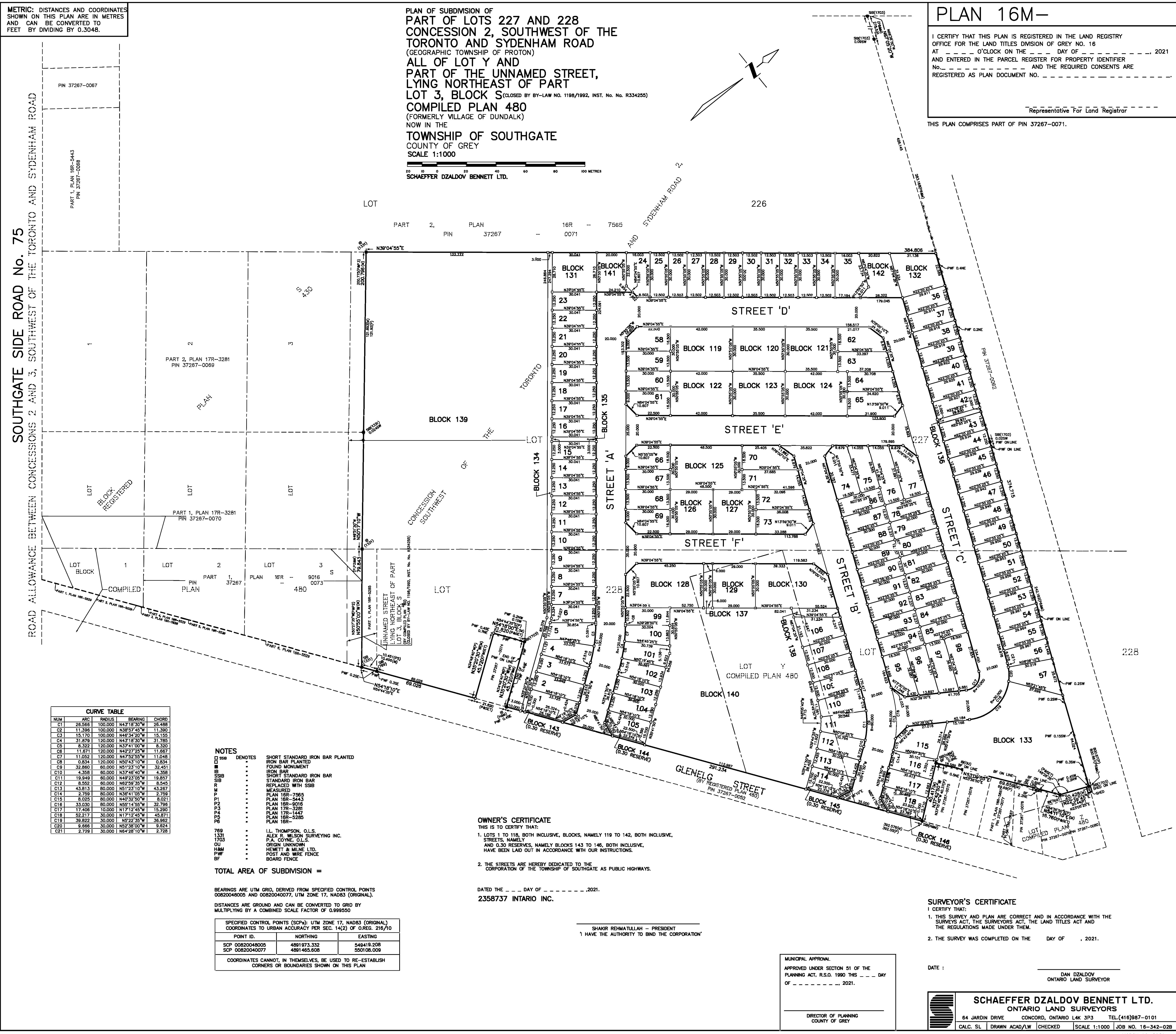
SCHEDULE “J”

Phasing Plan

N/A

SCHEDULE "K"

Phase M-Plans



FORM “1”

Final Lot Grading and Drainage Certificate

The undersigned hereby certifies to the Corporation of the Township of Southgate (the Township) that the foundation of the buildings and structures and any openings in such foundation wall constructed on the following property:

STREET NO.

STREET

being LOT / BLOCK

REGISTERED PLAN

have been constructed, in conformance with the overall Approved Grading Plan and Individual Lot Plan (as approved by the Township) referred to in the Subdivision/Development Agreement registered against the title to the said property as shown on the as-built grading survey attached.

The undersigned further certifies to the Township that:

- (i) The final grading of the above referred to property has been completed in substantial compliance with the Approved Individual Lot Plan described in the Subdivision/ Development Agreement.
- (ii) The grade elevations of all lot boundaries and corners including the front lot corners of the property are in substantial conformance with the Individual Lot Plan; and,
- (iii) The lot has been graded to provide positive drainage in the front, rear and side yard and that there is no area of the property which is subject to ponding of water.

This certificate is given and delivered to the Township in full knowledge that the Township relies on this certification in providing evidence of compliance with the applicable Subdivision or Development Agreement affecting this property.

Dated at , Ontario, this day of, , 20

Signature of OLS / Professional Engineer

Name of OLS / Professional Engineer

NOTE: Copies of this form of certification are available at the Township’s Building Department

FORM “2”

Your Name & Address

Date of Issue:
Irrevocable Standby Letter of Credit

Reference No:

APPLICANT

BENEFICIARY:
THE CORPORATION OF THE TOWNSHIP OF
SOUTHGATE
185667 Grey Cty Rd 9
RR 1 Dundalk On N0C 1B0

AMOUNT:
MAXIMUM in Canadian Dollars:

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

Pursuant to the request of our customer, (applicant), we, (bank) hereby establish and give to you an irrevocable standby letter of credit (the “credit”) in your favour in the total amount of (amount) Canadian dollars pursuant to the agreement between the Township of Southgate and (applicant) dated (date) with respect to *the total cost of all development works and engineering costs* **[wording to be amended to as necessary to identify purpose of the Letter of Credit i.e. as an assurance that required works will be completed in Article 10 or to act as a building deposit pursuant to Article 14]**

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

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

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

It is a condition of this credit that it shall be deemed to be automatically extended without amendment for one year from the present or any future expiry date hereof, unless at least 30 days prior to such expiry date, we notify you in writing by registered mail, that we elect not to consider this credit to be renewable for an additional period. Upon receipt by you of such notice, you may draw hereunder by means of your signed written demand for payment.

Partial Drawings are permitted.

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

Township of Southgate

Administration Office

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

Phone: 519-923-2110

Toll Free: 1-888-560-6607

Fax: 519-923-9262

Web: www.southgate.ca

Staff Report CAO2021-039

Title of Report: Affordable-Attainable Housing Advisory Committee Report

Department: Administration

Council Date: May 19, 2021

Council Recommendation:

Be it resolved that Council receive Staff Report CAO2021-039 as information; and

That Council approve the Southgate Affordable-Attainable Housing Advisory Committee Terms of Reference document as presented to provide guidance to and to establish the structure of the committee; and

That Council direct staff to proceed with advertising for the recruitment of members for the Southgate Affordable-Attainable Housing Advisory Committee in the Township of Southgate to develop recommendations to Council over the next 12 months to create an Affordable and Attainable Housing Strategy for Township Council to consider.

Background:

On April 7, 2021 Southgate Council received a presentation from Muriel Scott and Gerry McNalty on the topic of Attainable Housing as a critical issue for many Southgate residents. They reported that they have completed research and provided the following information and recommendations:

"Having sought information from staff of Grey County Housing, United Way Grey Bruce, South East Grey Community Health Centre, Southgate Administration, Saugeen Shores Attainable Housing Task Force, Community Leaders, Lions Club and Dundalk Christmas Cheer/Food Bank, we would like to make the following recommendations, upon which Council might act:

1. Organize an Attainable Housing Task Force to plan for appropriate housing opportunities for all members of the Southgate community.
2. Commit to Zoning Changes that would streamline the development of Mixed Housing, Accessory Apartments, Tiny Homes, etc.
3. Commit to creating affordable housing units with an attainable target for Southgate.
4. Address the need for rent geared to income (RGI) housing with Grey County and Developers.
5. Create a Levy assessment as has been done by Grey County or a Legacy Fund as has been done elsewhere to provide a stimulus grant for housing projects that meet criteria.

6. Acknowledge that it is imperative that Southgate become more active in addressing housing insecurity and inequity.
7. Create an understanding with Developers that a portion of their developments must be affordable units."

Council Resolution for the Attainable Housing Concern Delegation - Gerry McNalty and Muriel Scott.

Moved By Councillor Frew; **Seconded By** Councillor Sherson;

Be it resolved that Council receive the Attainable Housing Concern delegation as information.

Carried No. 2021-164

Following the resolution, it was suggested that staff should provide a report to Council at a future meeting in relation to establishing an Affordable Housing Advisory Committee.

Council received staff report CAO2021-031 at the April 21, 2021 meeting titled, Affordable Housing Advisory Committee Report and passed the following resolution:

Moved By Deputy Mayor Milne; **Seconded By** Councillor Shipston;

Be it resolved that Council receive Staff Report CAO2021-031 as information; and

That Council approve the creation of a Southgate Affordable Housing Advisory Committee in the Township of Southgate to develop recommendations to Council over the next 12 months to create an Affordable and Attainable Housing Strategy for the Township to consider for our community; and

That Council receive, consider and provide feedback to staff on the Draft Southgate Affordable Housing Advisory Committee, Terms of Reference document to provide guidance to and to establish the structure of the committee for approval by Council at a future meeting.

Carried No. 2021-209

Staff Comments:

Staff recommend based on past decisions that Township Council approve the Southgate Affordable-Attainable Housing Advisory Committee Terms of Reference document and that we proceed to advertise for four (4) public members to serve on the Committee.

Staff have made some changes to the Southgate Affordable-Attainable Housing Advisory Committee Terms of Reference document which are the following:

- i. Staff have changed the name of the committee and reference on the Terms of Reference document to include the word Attainable since it is often used in housing discussions and we have referred to Attainable throughout the document for the same reason that it should be part of the Committee's discussions and research.
- ii. Staff has created and added a definition in the Terms of Reference document for the Committee to consider and reference.
- iii. Staff have included the Southgate Economic Development Officer (as required) in the membership section.
- iv. Staff added a reference in the Remuneration section to compensate travel.

Financial Impact or Long-Term Implications:

There is no financial impact to the municipality as a result of this report in the 2021 budget other than committee member compensation to attend meetings and travel expenses.

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 CAO2021-039 as information.
2. That Council approve the Southgate Affordable-Attainable Housing Advisory Committee Terms of Reference document.
3. That Council direct staff to proceed with recruitment advertising to seek community members and area individuals that are interested with career or professional expertise, knowledge and skills to serve on the Southgate Affordable-Attainable Housing Advisory Committee.
4. Future actions:
 - i. Appoint public Committee members;
 - ii. Appoint two (2) members from Council to the Committee with the Mayor being the third Council member as an ex-officio appointment;
 - iii. Provide the support of Southgate staff to the Committee; and

- iv. Council should discuss and consider appointing housing industry and financial experts as a resource to the committee discussions, but as a non-voting member(s) to provide valuable industry knowledge.
- 5. That Council and staff work with the Southgate Affordable-Attainable Housing Advisory Committee to develop goals as part of their mandate. Some issues that should have consideration along with the delegation's seven recommendations above they provided during their presentation are:
 - Have focus on developing services that provide assistance in a hand up support and advisory system as a long-term sustainable approach instead of a hand out that only creates short term solutions.
 - County and Southgate Planning and Zoning policy review to promote some of the following features in developments:
 - i. Smaller homes and lot size.
 - ii. Common entrance for up to 5 residential units on a 5 parcel property.
 - iii. Shared water (well) and wastewater (septic systems) services across property lines.
 - County and Southgate policies to exempt or reduce fees and charges when smaller residential housing units (less than 600 square feet) or apartment units (less than 450 square feet) in sized are constructed such as:
 - i. Building Permit fees, Planning fees & Development Charges;
 - ii. Entrance permitting and Civic Address numbering;
 - iii. Waste cart fees; and
 - iv. Property taxation reform to lower costs to a percent of income or a tax rebate system in the following years that is geared towards combined household income.
 - Provide a focus on advisory support services that will help people manage finances to convert rent payments into affordable/attainable housing purchase options.
 - The creation of more local jobs to reduce transportation costs and focus more income to affordable/attainable housing solutions.
 - Increase transit service within the rural and urban area to reduce the reliance on the ownership of personal vehicle(s).

Respectfully Submitted,

CAO approval: Original Signed By
Dave Milliner – CAO
dmilliner@southgate.ca
923-2110 x210

Attachments:

- Attachment #1 –Southgate Affordable-Attainable Housing Advisory Committee Terms of Reference

Southgate Affordable-Attainable Housing Advisory Committee Terms of Reference

Purpose:

The Southgate Affordable-Attainable Housing Advisory Committee will provide recommendations and an overall strategy for Council's consideration regarding the implementation of a Community Affordable-Attainable Housing Plans to support homelessness prevention in the Township of Southgate.

Responsibilities:

1. Develop a strategy for Southgate Council to address the present community challenges of Affordable-Attainable Housing and the Prevention of Homelessness to consider as recommendations and specific actions to be taken.
2. Create a detailed strategy with the recommended implementation timelines.
3. Identify the possible resources, programs and support services required to achieve each strategy and recommendation.
4. Establish a schedule for providing and communicating an Affordable Housing strategy and recommendations reporting should be presented for discussion to Southgate Council.
5. Promote awareness about the importance and benefits of affordable housing in a proactive manner to address some community attitudes.
6. Consider, engage with and advocate to other levels of government for increased funding as well as changes in legislation and regulations that support the Southgate strategy.
7. The Southgate Affordable-Attainable Housing Advisory Committee will be required to engage with public, private and not-for-profit sector experts to develop an Affordable-Attainable Housing Strategy that will ensure sustainable outcomes.

Membership:

The Southgate Affordable-Attainable Housing Advisory Committee will be comprised of:

Voting members:

- Four (4) representatives from the public, private and non-profit sectors
- Two (2) municipal council representatives, and
- The Mayor as an ex-officio member.

Non-voting County and Southgate Staff Member as frequent or infrequent support and advisory resources:

- Southgate CAO
- Southgate Clerk's Department staff to act as the Committee's Recording Secretary
- Grey County Director of Planning or designate (as required)
- Southgate Planner (as required)
- Southgate Chief Building Official (as required)
- Southgate Economic Development Officer (as required)

- Grey County Director of Housing or designate (as required)
- Grey County Social Services or designate (as required)

Other Non-voting Committee Advisors:

- Building Industry
- Financial Advisory Services
- Landlord/Property Management
- Mental Health Care
- South East Grey Community Health Centre

Chair/Vice-Chair:

The Committee shall, at its first meeting elect one from among Advisory Committee members to be Chair, and one member to be Vice-Chair.

Quorum:

A majority of members, including at least one elected official, are required to be present to constitute a quorum.

Reporting:

The Affordable-Attainable Housing Advisory Committee (AHAC) shall report to Council through Special Committee of the Whole (COW) meetings to discuss issues and confirm alignment with the goals of the Terms of Reference document. The Committee's reporting to Council may be through a written report, presentation by the Committee's Chair or by way of a joint COW meeting with the AHAC attending.

Resources:

The Township Clerk's Department shall prepare the agendas and provide reports for the Affordable-Attainable Housing Advisory Committee. Staff from Administration, Building, Clerk and Planning Department will provide resources to support the Advisory Committee; additional support may be sought from other departments as required.

Meeting Schedule:

The Affordable-Attainable Housing Advisory Committee will meet monthly or as determined by the Committee, at a date to be determined by the members. Meetings will be held virtually until such times as it is safe to meet in person at a Southgate Municipal building.

Term of Committee:

The Southgate Affordable-Attainable Housing Advisory Committee is appointed by Council for the remainder of this term of 2021 and 2022, ending November 30, 2022.

Remuneration:

The Southgate Affordable-Attainable Housing Advisory Committee members will be reimbursed at a rate of \$35.00 per committee meeting and travel costs at the municipal rate per km.

Appendix A

Glossary of Terms

Accessibility for Ontarians with Disabilities Act, 2005 (AODA): legislations governing accessibility requirements and standards with a progressive timeline of implementation.

Affordable Housing: Housing is deemed to be affordable when a household at or below the median income of its local community can consistently meet all of its basic needs (food, utilities, clothing, transportation, telephone, school supplies) and also cover the cost of accommodation. In most instances, households at or below the median income should not be spending more than one-third of its gross (before tax) monthly income on housing costs - if both housing and basic needs are to be sustainable. For further clarification, affordable housing occurs along a broad continuum that includes, but is not limited to, social housing.

Association of Municipalities of Ontario (AMO): AMO works to make municipal governments stronger and more effective. Through AMO, Ontario's 444 municipalities work together to achieve shared goals and meet common challenges. www.amo.on.ca

At risk of homelessness: Households that have difficulty maintaining appropriate housing that is safe, adequate, affordable and secure. A range of factors can put housing security at risk, including: low income, health issues/illness (including mental health issues), substance use, incarceration or other legal issues, hospitalization, family breakdown, violence, discrimination, inadequate and/or unsafe housing.

Attainable Housing: The industry definition of attainable, for-sale housing is unsubsidized, profitable housing developments that meet the needs of those with incomes between 80% and 120% of the Area Median Income.

Average Market Rent (AMR): Rental rates that are determined by the Canada Mortgage and Housing Corporation which are comparable to the average rent amount for similar units in the same neighbourhood.

Canada Mortgage and Housing Corporation (CMHC): A national housing agency appointed by the federal government of Canada. CMHC is responsible for distributing all federal funding programs for housing, as well as carrying out the current responsibilities of the federal government with regard to affordable housing.

Canadian Housing & Renewal Association (CHRA): An organization that provides advocacy, policy, research, and training on affordable housing issues and homelessness at the national level.

Capital reserves: Housing providers are required to set aside a pre-determined percentage of their revenue/income into a separate capital reserve fund; this money is used for capital repair and replacement costs of their housing property.

Community Homelessness Prevention Initiative (CHPI): combines funding from former separate housing and homelessness programs into a single flexible program. Funding from MMAH can be used by CMSM to address local priorities and better meet the needs of individuals and families who are homeless or at risk of becoming homeless in their local communities. For example, funding that previously had to be used for emergency shelter beds can now be used to provide more long-term housing solutions.

Consolidated Municipal Service Manager/District Social Services

Administration Boards (CMSM/DSSAB): A municipal government responsible for carrying out the funding and administrative responsibilities of the Housing Services Act. CMSM's/DSSAB's are also responsible for administering other social service programs such as Ontario Works and Children's Services. There are 47 CMSM's and DSSAB's in Ontario.

Co-operative Housing (Co-ops): A form of Social Housing. Residents who live in coops are considered "members" of the corporation that owns the building they live in. Members have an obligation to participate in running and maintaining the co-op community. Members elect a board of directors amongst themselves who are responsible for overseeing the management of the co-op. Members must follow the Co-operative Corporations Act, not the Residential Tenancies Act.

Co-operative Housing Federation of Canada (CHF): This organization represents non-profit co-operative housing in the region, and advocates on behalf of its members.

Devolution: Devolution means the handing over of social housing administration and funding, from the Province to the CMSM. The exception is providers transferred to Ministry of Health and Long Term Care or Ministry of Community and Social Services. Devolution also refers to handing over the federal responsibilities for non-profit housing to the Province - the funding responsibility was transferred in 1998, the administration was implemented under the Social Housing Reform Act in 2000.

Emergency Shelter: Short-term accommodation intended for 30 days or less for individuals experiencing homelessness.

End of Operating Agreements/ Mortgages (EOA/M): Refers to both the expiry of federally-signed operating agreements as well as the expiry of mortgages and capital financing obligations in social housing under the Housing Services Act (HSA).
40th Income Percentile: The 40th income percentile is a measure of households whose income falls in the bottom 40% of average incomes in a certain geographic area.

Homelessness Partnership Strategy: Federal strategy to address homelessness. Initiatives include access to multi-year matching funds to designated communities, funding to support single projects in Outreach Communities, including smaller cities, rural and outlying areas, including the North, and partnerships with Aboriginal communities.

Homelessness: The condition of being without long-term stable accommodation.

Homelessness Prevention: Activities that help prevent those who are currently housed from housing loss through services such as utility payments, loan programs, rent banks and landlord/tenant mediation. This also includes helping people move to more appropriate housing when needed.

Housing Allowance: A fixed partial rent payment made to a tenant to support affordability. The rent payment is made directly to the tenant, making rent more affordable for the tenant. This program is available for use with private rentals, and nonprofit and cooperative housing providers; similar to a Rent Supplement.

Housing First: An evidenced-based best practice or program in which homeless individuals are assisted first to meet their housing needs before they are required to meet other treatment expectations or other supports are implemented. 'Housing First' refers to a specific program with unique approaches and resources; whereas 'housing first' is a philosophy based on meeting a person's most basic needs for housing unconditionally that is not tied to one specific program.

Grey County Housing Corporation: properties owned and operated by the County of Grey.

Housing Development Incentive: Funding offered to property developers, non-profits, co-ops and private landlords, to create more affordable rental housing in the community.

Housing Service Act, 2011 (HSA): legislation that outlines the duties and responsibilities for the Consolidated Municipal Service Managers (CMSM) and prescribed non-profit housing providers. Replaced the Social Housing Reform Act, 2000; prescribes mandated services and eligibility requirements in mandated social housing programs and allows some local flexibility.

Housing Services Corporation (HSC): Delivers relevant, cost-effective products and services to its housing sector clients, including CMSMs/DSSABs. With more than 10 years of experience in working with different levels of government, different types of social housing and national and international housing organizations, HSC has access to wide-ranging networks that enable Ontario's housing sector to exchange leading and best practices, to direct province-wide findings and to make coordinated recommendations. HSC also partners with public, private and non-profit organizations beyond the housing sector to develop and deliver integrated, cost-effective programs and services and to attract greater investment and to advance social innovation in affordable housing. www.hscorp.ca

Imminent risk of homelessness: Risk of losing housing within the month.

Investment in Affordable Housing Program (IAH): Under the current Investment in Affordable Housing for Ontario (IAH), formerly Canada/Ontario Affordable Housing Program (AHP), federal and provincial funding will go towards the creation and repair of affordable housing over four years. These funds may be used in five different components: Rent Supplement, Housing Allowance, Homeownership Program, Rental Housing, and Ontario Renovates.

Landlord: An owner of rental housing that must follow the Residential Tenancies Act, 2006 (RTA).

Local Health Integration Networks: Organizations created by the Provincial government to facilitate effective and efficient integration of health care services. LHINs possess significant decision-making power at the community level including the funding of support services to transferred housing providers providing supports to people with mental illness and the frail elderly.

Local Housing Corporation (LHC): With devolution under the Social Housing Reform Act in the 1990s and the transfer of Ontario Housing Corporation's public housing stock to the municipal level in 2001, the public housing asset was transformed into 47 different Local Housing Corporations with varying management structures and operational functions. Some LHCs are a department of the municipal body having jurisdiction, while other LHCs operate at arm's length from the municipality even though the Service Manager (SM) is the sole shareholder of the LHC.

Low Income Cut Off (LICO): A threshold to determine levels of poverty within a given geographic area. Those who fall below the threshold likely spend a larger share of their income on food, shelter, and clothing. This approach estimates the amount of households who spend 20% more of their household income than the average percentage of income spent by households on food, shelter and clothing. LICO thresholds vary by household size, and community size.

Low Income Measures (LIM): While many low-income measures, including the LICO, are well suited to the analysis of trends in low income, the after-tax Low Income Measure (LIM-AT) is now a more popular measure. LIM measures the number and percent of people living in households with income that is less than 50% of the median adjusted household income. Due in part to the methodological changes from the mandatory long-form census to the voluntary National Household Survey; the LIM has become the more widely used and more appropriate measure of low-income.

Ministry of Children and Youth Services (MCYS): www.children.gov.on.ca

Ministry of Community and Social Services (MCSS): www.mcss.gov.on.ca

Ministry of Health and Long-Term Care (MOH/LTC): www.health.gov.on.ca

Ministry of Municipal Affairs and Housing (MMAH): www.mah.gov.on.ca

Non-Profit Housing: Community-based affordable rental housing provided by nonprofit corporations, overseen by volunteer boards of directors. A percentage of nonprofit housing tenants pay rents geared to their incomes (known as RGI housing), and the remaining pay market rents. The percentage of tenants paying RGI ranges from 25% to 100% of tenants in the project; generally the ratio is around 60% RGI: 40% market.

Ontario Municipal Social Services Association (OMSSA): Established in 1950, the Ontario Municipal Social Services Association (OMSSA) is a non-profit organization whose members are the Consolidated Municipal Service Managers (CMSMs) and District Social Services Administration Boards (DSSABs) across Ontario. OMSSA works to support leadership in integrated human services through strong local service system management in all municipalities. www.omssa.com

Ontario Non-Profit Housing Association (ONPHA): A non-profit sector organization that represents non-profit housing providers in Ontario, and offers education and resource materials to non-profit housing providers.

Operating Subsidy: Government subsidy under the Housing Services Act (HSA), which the CMSM provides to mandated social housing providers; guaranteed for the life of the mortgage (usually 25 years) to bridge the gap between revenue from market rents and the total cost of mortgage and operations. Public Housing: Housing developed predominantly by the Ontario Housing Corporation (OHC) in the 1960s after CMHC's mandate broadened to housing for low income families. Managed by Local Housing Authorities with local boards; OHC set policy and provided services (such as legal and technical support). The projects were 100% RGI housing. Ownership was downloaded from the Province to the Municipal Service Managers in 2001. The Social Housing Reform Act renamed public housing "Local Housing Corporations" (see Local Housing Corporations--LHCs).

Rapid Re-Housing: Is a provision of housing relocation and stabilization services, and short- and/or medium-term rental assistance, as necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing. (National Alliance to End Homelessness, 2014)

Rent Supplements: Programs that provide a rent "top-up" to make renting in full market rate units more affordable. A rent supplement is an amount of money that is given to a landlord to make up the difference between a tenant's payment, and what the actual cost of monthly rent is for that unit; similar to a Housing Allowance.

Rent-Geared-to-Income (RGI) Subsidy: The subsidy paid from the CMSM to a social housing provider named under the Housing Services Act, 2011 to allow a defined number of units to be rented to low-income tenants on a rent-geared-to-income basis. The formula for calculating the RGI Subsidy equals the difference between the actual rent paid by the qualifying tenant (paying approximately 30% of their income), and the government-approved market rent of a unit.

Residential Tenancies Act (RTA): The provincial legislation that governs the relationship between tenants and landlords in Ontario. The RTA outlines the roles and responsibilities of both the tenant and the landlord.

Social Housing: One part of the affordable housing continuum, social housing refers to the range of non-profit, cooperative, and public housing that are funded by regular government operating subsidies; includes Grey County Housing Corporation, nonprofits, and cooperatives under HSA, and federal providers with operating agreements.

Social Housing Agreement (SHA): An agreement between CMHC and the Province of Ontario established in 1999 that transferred the administrative responsibility of most federally-assisted housing to the provincial government. It also allowed the Province of Ontario to transfer the administration to municipal government. **Social Housing Reform Act, 2000 (SHRA):** This legislation, proclaimed in December 2000, gave the Province of Ontario the power to transfer responsibility for social housing administration to the municipal level. This legislation has been replaced with HSA 2011.

Special Priority: Social Housing applicants who are victims of domestic violence can apply for a special priority status. Applicants and tenants/members with a special priority status are placed higher on the centralized waiting list.

Support Services: Services provided to tenants to enable them to live independently in the community.

Supported Housing: Social Housing units that offer tenants/members support to live independently, e.g. seniors, people with mental health disabilities, addictions or developmental disabilities. Support staff is not on-site, but will travel to the tenant/member's unit to provide services.

Supportive Housing: Non-profit housing for people who need support to live independently e.g. the frail elderly, people with mental health problems, addictions or developmental disabilities. Administration and funding of supportive housing providers were not downloaded to the CMSM in 2001; rather, the responsibilities were transferred to the provincial ministry that funded the support services, either the Ministry of Health/Long-Term Care or the Ministry of Community and Social Services.

Transitional Housing: Temporary housing which includes the provision of on- or off-site support services to help individuals move towards independence and self-sufficiency.

Planning Terminology:

Demolition Control Areas: Section 33 of the Planning Act permits municipalities to establish demolition control areas by by-law and to require that property owners seeking to demolish a building obtain a permit. Section 99.1 of the Municipal Act (2001) also grants the specific powers to prohibit and regulate the demolition of

residential rental properties that contain more than six dwelling units, and to prohibit and regulate the conversion of such residential rental properties to another use.

Development Charges Exemptions: Municipalities may exempt or reduce development charges for specified types of development, such as affordable housing, or in areas where development is to be encouraged.

Development Charges Discounts: Discounting the development charges for housing providers to construct new affordable units is a direct form of financial support; discounting development charges in a specified area, such as an area designated for intensification, can indirectly result in more affordable housing by encouraging more compact and dense residential construction.

Development Charges Revenue: Revenue for affordable housing may also be raised through a dedicated portion of development charges.

Garden Suites: Garden suites are detached units that may be portable or constructed from pre-fabricated materials on-site, and can be removed when they are no longer required.

Height & Density Bonuses: Section 37 of Ontario's Planning Act permits "height and density bonusing" to allow municipalities to authorize increases in the height and/or density of development that would otherwise not be permitted in exchange for the provision of facilities, services, or other matters that are specified by by-law. The inclusion or designation of funding for new affordable housing units is one possible benefit.

Modification of Development Standards: Municipalities can facilitate affordable housing construction by adopting alternate or flexible development standards, provided safety and building quality are not compromised. For example, they may permit dwelling units that are smaller or constructed on smaller lots, or reduce standards such as parking requirements; all of these modifications serve to reduce the cost of development.

Municipal Capital Facilities Agreements: Municipal Capital Facilities Agreements allow municipalities to enter into agreements with other parties, including private sector and not-for-profit organizations, to deliver affordable housing. Municipalities must pass municipal housing facilities by-law, which must include a definition of affordable housing and establish policies regarding eligibility for the housing. Municipalities may agree to provide financing assistance such as directly giving or lending money or property, guaranteeing borrowing by the other party, and providing property tax exemptions or reductions and development charge exemptions.

Ontario Provincial Planning Act: The Planning Act sets out the ground rules for land use planning in Ontario, and describes how land uses may be controlled, and who may control them.

Official Plans: an official plan is a document which sets out the municipality's general planning goals and policies that will guide future land use.

Secondary units (also known as accessory units or second suites): Secondary units are self-contained residential units located in dwellings or accessory structures such as laneway garages, with their own kitchen and bathroom facilities. Basement apartments are a typical example.

Township of Southgate

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Staff Report CAO2021-040

Title of Report: Draft Southgate Communication Tower and Antenna
Municipal Approval By-law Report

Department: Administration

Council Date: May 19, 2021

Council Recommendation:

Be it resolved that Council receive staff report CAO2021-040 as information; and

That Council approve the Draft Southgate Communications Tower and Antenna Municipal Approval By-law as a policy and guidance document for businesses and contractors to locate communications towers in the Township; and

That Council direct staff to proceed with consulting with local area tower contractors by written correspondence to seek feedback and comments on the Draft Southgate Communications Tower and Antenna Municipal Approval By-law as a policy and guidance document.

Background:

The Township of Southgate has found over the recent years a wide range of participation and interest in planning compliance from contractors and service providers when locating communications towers in the municipality. Our main goal is to establish a Southgate Communications Tower and Antenna Municipal Approval process and policies for siting towers and antennas to ensure contractors comply with the following process:

1. Tower Sharing Investigation: Reporting on other existing tower use options and area mapping to justify a new tower is necessary.
2. Proposal: Company submits a new tower proposal, project plan and site plan for pre-consultation and municipal review, comment and approval.
3. Notifications: The Township will notify and consult with local residents, agencies and resident associations when an application is received and hold a public open house to gather comments and feedback from stakeholders.
4. Consultation: The company shall consider community and municipal feedback received during consultation to report on the concerns and issues they hear. The contractor must respond in writing to the Township by providing the resolution of issues raised and mitigation measures to be implemented to address those the municipal and public concerns.

5. Supports Public Safety: The project plan should address setbacks from property lines and roadways, setbacks from building types, an approved road entrance, requirement of a 911 emergency address, evidence of risk liability coverage and a requirement to address neighbour interferences resulting from the tower installation.
6. Project Approvals and Construction: The company must submit applications and gain all approvals from federal, provincial and municipal governments and acquire all necessary permits such as building approval for the engineered tower footings, as well as engineering certification for freestanding or guy-wire cable supported tower structures.

Note: Once an application is approved the applicant has 3 years to construct under that tower approval.

Staff Comments:

Municipal Authority

Southgate has in place at the present time an approval process through our Official Plan and Zoning By-law to manage as a Municipal Land-use Authority issue in the Township. We also have the powers to ensure contractors installing new communication tower and antennas process that must be followed and those requirements as spelled out in the Government of Canada Policy, CPC 2-0-03 Radiocommunications and Broadcasting Antenna Systems, dated July 15, 2014. Industry Canada has provided direction in this Federal policy that communications towers and antenna systems shall be deployed in a manner that considers local surroundings based on the size of the tower.

Proponent Obligations & Requirements

Before proposing a new structure, a proponent must consider sharing an existing tower system, modifying, or replacing one. They must locate, analyse and attempt to use any feasible existing infrastructure options, including roof-tops and water towers. A proponent is expected to not build new infrastructure where reasonable options exist and demonstrate proof of that investigation to the municipality, unless a new structure is preferred by the Municipal Land-use Authority.

The Federal Government requires the proponent to consult with the Land-use Authority. Municipal consultation and Public consultation ensure that the Land-use Authority and the impacted community can provide input on the tower proposal. Based on the Land-use Authorities local knowledge they have the opportunity to identify amenities, cultural or environmental sensitivities, planning priorities, and other relevant characteristics of the area.

Exemptions from Consultation

Industry Canada considers some installations to have minimal impact and excludes them from Land-use Authority and public consultation. Land-use Authorities are

free to establish their own exclusion criteria to exempt more installations in addition to the ones under Industry Canada criteria. The Industry Canada exclusions from Land-use Authority review and public consultation are:

- New Antenna Towers under 15 meters in height.
- Existing Antenna Systems where height increase is less than 25% of the initial tower system.
- Non-Tower Structures where the antenna on a building, water tower, poles, etc. height increase is less than 25% of the original antenna system.
- Temporary Antenna Systems that are installed for less than 3 months for emergency or special event uses.

Consultation Process

The Land-use Authority and public consultation process should deal with reasonable and relevant concerns that are generally those related to the requirements identified in the CPC-2-0-03 Industry Canada policy document. The particular amenities or important characteristics of the area surrounding the proposed antenna system should be part of the municipal and public consultation discussions.

The municipal Council and public consultation discussion would be related to, but not limited to the following issues:

- Aesthetic issues or landscaping recommendations;
- Conflicting land uses;
- Environmental concerns;
- Health concerns if any;
- Historic or cultural concerns;
- Nuisance issues like stray lighting; and
- Public safety.

General examples of what the Government of Canada see as NOT being relevant concerns in the Public consultation process are:

- Disputes with the public relating to the proponent's service, but unrelated to the antenna installations;
- Potential effects that a proposed antenna system will have on property values or municipal taxes; and
- Questions whether the Radiocommunication Act, the CPC, Safety Code 6, locally established by-laws, or any other legislation, procedures or processes are valid or should be reformed in some manner.

Municipal Approval Process

The types of local issues related the Land-use Authority application approval process and policy compliance to be followed by the proponent could be related to, but not limited to the following list:

- Contractor submits to the Municipal Planner the following:

- i. New/Upgrade Communications Tower and Antenna application form;
 - ii. Site plan drawings;
 - iii. Engineered tower footings drawings for Building department review;
 - iv. Tower & Antenna Design & Installation Plan; and
 - v. Submit all documents to the Southgate Planning Department with applicable fees.
- The Township provides notice and location for the holding of a public open house to provide public notice to area residents, public meeting date options, 30 day deadline for response back to members of the public concerns and the municipality;
 - Property line setbacks equal to the height of the tower or written acceptance & approval by the impacted adjacent landowner;
 - Tower setback distance from all buildings structures and roadways shall be equal to 10 meter plus the present as constructed height or future height of the communications tower;
 - Acquire a legal roadway entrance approved by the local road authority to allow an entrance on the property to which the tower is installed;
 - The installation of 911 emergency number prior to the issuance of a letter of concurrence in order to identify the property for emergency incident responses;
 - Engineered drawings of the tower structure; and
 - Engineered drawings of the tower foundation system.

The start of the consultation period would be triggered by the Planning Department declaring the applicants application complete. The applicant would then be required to follow the timelines as set out in the Township policy , attend a public meeting(s), respond to municipal and public concerns with mitigation and reasonable alternatives within the policy timelines. Once approved by Council the final step in the process would be the issuing of a letter of concurrence once a 911# has been installed to the site.

Financial Impact or Long Term Implications

There is no financial impact to the municipality as a result of this report other than the address and manage the concerns of public safety and liability of contractors that do not follow good tower installation practices and community compliance.

Communications & Community Action Plan Impact:

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

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.

The Township should continue to find ways to expand fibre high speed cable installation in the rural area and support improvements to existing wireless broadband communications service as a priority in Southgate.

Concluding Comments:

1. That Council receive this staff report CAO2021-040 as information.
2. That Council approve the Draft Southgate Communication Tower and Antenna Municipal Approval By-law as presented for public and contractor feedback.
3. That Council direct staff to post the Draft Southgate Communication Tower and Antenna Municipal Approval By-law on our website for public comment and that we also distribute the document to the 2 local internet service providers Eh!tel Networks Inc. and Rural Net Communications for comment.

Respectfully Submitted,

CAO approval: Original Signed By

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- Attachment #1 – Industry Canada Guide to Assist Land-use Authorities in Developing Antenna System Siting Protocols
- Attachment #2 – Southgate Draft Communication Tower and Antenna By-law



Industry
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Spectrum Management and Telecommunications

Guide to Assist Land-use Authorities in Developing Antenna System Siting Protocols

Aussi disponible en français

Canada 

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1. Introduction

This guide is intended to assist Land-use Authorities (LUA) in ensuring effective local participation in decisions regarding proposals to build antennas and their supporting structures within their communities. For the purposes of this guide, an LUA means any local authority that governs land-use issues and includes a municipality, town council, regional commission, development authority, township board, band council or similar body. This guide complements Industry Canada's Client Procedures Circular CPC-2-0-03, Issue 5, [*Radiocommunication and Broadcasting Antenna Systems*](#). LUAs are encouraged to consult CPC-2-0-03 to better understand roles and responsibilities.

The requirements of CPC-2-0-03 apply to anyone (referred to as a "proponent") who is planning to install or modify an antenna system,¹ regardless of the type. This includes telecommunications carriers, businesses, governments, Crown agencies, operators of broadcasting undertakings and the public (including for amateur radio operation and over-the-air and satellite TV reception). The requirements also apply to those who install towers or antenna systems on behalf of others or for leasing purposes ("third party tower owners"). As well, the procedures contain obligations that apply to existing antenna system owners and operators, including those relating to the use of existing infrastructure (sharing).

This guide specifically addresses two areas:

- **Participation Process:** Addresses the LUA's role in effectively participating and influencing decisions with respect to proposed antenna systems within Industry Canada's antenna siting procedures. Industry Canada believes that antenna siting protocols jointly developed between proponents and LUAs can supplement the Department's antenna siting procedures, while at the same time having a higher degree of acceptance and compliance.
- **Local Protocol Development:** Sets out elements that LUAs might wish to include when developing protocols with proponents of antenna systems.

The federal Minister of Industry has the authority under the [*Radiocommunication Act*](#) to issue radio authorizations, to approve each site on which radio apparatus, including antenna systems (referred to as "antenna systems" or "installations"), may be located and to approve the erection of all masts, towers and other antenna-supporting structures. Industry Canada's role includes ensuring the orderly development and efficient operation of radiocommunications in Canada. In this regard, Industry Canada considers that the questions, comments and concerns of the local public and the LUA are important elements for proponents to consider when seeking to install, or make major modifications to, an antenna system.

Radiocommunication and broadcasting services are important for all Canadians and are used daily by the public, safety and security organizations, all levels of government, wireless service providers, broadcasters, utility companies and other businesses. Antenna systems are an essential component in providing these services and must be installed on towers, buildings or other antenna-supporting structures. Antennas and the structures that support them are integral to wireless network communication systems

¹ For the purposes of this document, an "antenna system" is normally composed of an antenna and some sort of supporting structure, normally a tower. Most antennas have their own integral mast so they can be fastened directly to a building or a tower.

and they provide the radio coverage the public and safety services need. With advancements in technology and given the growing demand for high-speed wireless access, communities in Canada are currently experiencing, or will soon experience, the deployment of new antenna systems.

Thanks to their local knowledge, LUAs are well qualified to explain to proponents the particular amenities, cultural or environmental sensitivities, planning priorities and other relevant characteristics of their area. The LUA may also be aware of potential Aboriginal or treaty rights or land claims that may be affected by a proposed installation. Working together, LUAs and proponents can find solutions which address reasonable and relevant concerns or point the way to alternative antenna system siting arrangements. Accordingly, Industry Canada encourages LUAs to develop local protocols to manage the process of identifying their own concerns, as well as those of the public they represent, regarding antenna system modifications or installations.

For the purposes of this document, Industry Canada will refer to any written local guideline, policy or process that addresses the issue of antenna placement as a “protocol”. Cooperation between LUAs and proponents through clear and reasonable protocols can result in the development of new and enhanced wireless services in a community-friendly manner.

Industry Canada² is available to assist in the creation of local land-use protocols for antenna system installations.

2. Participation Process

There are a number of steps a proponent typically follows in choosing a site for an antenna system installation; unless specifically excluded under Industry Canada’s process, one of these steps is consulting with the LUA. The community in an LUA’s area expect it to provide local knowledge, experience and leadership. The LUA can also ensure that any questions, comments or concerns are appropriately addressed by the proponent.

The subsections that follow suggest various aspects of a consultation process that an LUA may want to take into consideration when developing antenna siting protocols. Protocols are an effective means for an LUA to use to convey its preferences, as well as those of the community it represents, to antenna system proponents.

2.1 Placement of Antenna System

Proponents must consider various antenna system placement options, including using existing structures such as building rooftops and water towers, to minimize the impact on the local community. Radiocommunication antennas need to be strategically located to satisfy specific technical criteria and operational requirements. Therefore, there is a limited measure of flexibility in the placement of antennas and proponents are constrained to some degree by:

2 Please refer to *Radiocommunication Information Circular RIC-66* for a list of addresses and telephone numbers for Industry Canada’s regional and district offices. [RIC-66](http://www.ic.gc.ca/eic/site/smt-gst.nsf/eng/h_sf06073.html) is available via the Internet at: http://www.ic.gc.ca/eic/site/smt-gst.nsf/eng/h_sf06073.html.

- the need to achieve the required radiocommunication coverage, often in response to public demand;
- the availability and physical limitations of nearby existing structures (towers, rooftops, water towers, etc.) to accommodate additional antennas; and
- the securing of lease agreements to permit access to an existing structure.

Consequently, the LUA's or the public's preferred location for siting an antenna installation may not always be feasible.

LUAs are encouraged to develop protocols that are clear and within their area of responsibility. Protocols can include promoting the placement of antennas in optimal locations from a land-use point of view, or excluding certain types of installations from protocol requirements. Through protocols, an LUA can highlight its local knowledge and expertise related to area sensitivities, including environmental or cultural concerns, and land-use compatibility. Protocols can recognize local amenities and planning priorities while expediting the planning and approvals necessary for the installation of radiocommunication and broadcasting antenna systems.

2.2 Use of Existing Infrastructure (Sharing)³

The installation of a new antenna structure may at times reveal sensitivity in the local community. Therefore, Industry Canada requires proponents to first consider using existing towers or infrastructure (such as rooftops, water towers, utility poles, etc.). This approach is intended to minimize the proliferation of antenna towers. However, it is important to note that technical constraints, such as the need to: achieve a certain amount of radiocommunication coverage; re-use frequencies; and address equipment isolation issues; etc., may prevent a proponent from using an existing structure.

2.3 Preliminary Consultation

LUAs may wish to include in their protocols a mechanism for preliminary consultation. This would allow the proponent, before making any site selection decisions, to inform the LUA of its plans. Also, this initial contact allows a proponent to determine whether an LUA has a protocol in place regarding antenna system installations preferences. Within its own process, Industry Canada considers written formal contact as marking the official commencement of its 120-day⁴ consultation process between the LUA and the proponent.

With a protocol in place, this initial contact allows the LUA an excellent opportunity to:

- inform the proponent of established and documented local requirements and consultation procedures;

3 See also Client Procedures Circular CPC-2-0-17, [Conditions of Licence for Mandatory Roaming and Antenna Tower and Site Sharing and to Prohibit Exclusive Site Arrangements](http://www.ic.gc.ca/eic/site/smt-gst.nsf/eng/sf09081.html). CPC-2-0-17 is available via the Internet at: <http://www.ic.gc.ca/eic/site/smt-gst.nsf/eng/sf09081.html>.

4 The 120-day consultation period commences only once the proponent has formally submitted, in writing, all plans required by the LUA, and does not include preliminary discussions with the LUA.

- advise the proponent of historic and environmental land-use sensitivities including any related to potential Aboriginal or treaty right or land claim;⁵
- provide guidance and preferences to the proponent on the various preferred areas and sites to be considered;
- indicate its preferences; and
- provide information concerning any aesthetic or landscaping preferences.

2.4 Involving Local Public

Local public consultation offers a forum for members of the public located near the proposed installation to make comments, ask questions or raise concerns related to the proposed antenna system installation. This is an opportunity for the local public and the LUA to make the proponent aware of local considerations and, in so doing, influence the siting.

Industry Canada's own process recognizes two possible public consultation scenarios:

1. The LUA can set the format for public consultation in its protocol. This could identify situations that require public consultation and those that do not. It is important to note that, in all cases, telecommunications carriers, broadcasting undertakings and third party tower owners must notify and consult with the local public when proposing a new antenna tower.
2. If an LUA's protocol is silent on the issue of public consultation, or if there is no protocol, then the proponent will be required to follow Industry Canada's default public consultation process.

However an LUA is in an ideal position to develop a public consultation process because of its local experience and knowledge. For this reason, the Department encourages LUAs to include public consultation as part of their processes. The LUA, as the representative of the local community, can assist and guide proponents to conduct meaningful consultation by establishing reasonable and timely protocols which ensure local land-use concerns are appropriately addressed.

2.5 Responding to Consultation

Even in cases where the LUA does not have a local protocol, the LUA should take the opportunity built into Industry Canada's procedures to examine carefully the details of the proponent's proposal. During its examination of the proposal, an LUA may ask the proponent for additional information to determine whether there are any local land-use or public concerns. As part of the discussions, the LUA can engage the proponent by suggesting reasonable alternatives and/or mitigation measures that would address any questions, comments or concerns.

To maximize the benefit of this consultation process, both parties have to consider each other's requirements and constraints so they can work effectively together. In so doing, the parties can devise solutions that will minimize the impact of the proposed structure on the local surroundings, while at the same time taking into consideration each other's interests.

5 LUAs are encouraged to refer to online resources [for example, the Aboriginal and Treaty Rights Information System (ATRIS) (http://sidait-atris.aadnc-aandc.gc.ca/atris_online/home-accueil.aspx)] as applicable.

2.6 Concluding Consultation

Industry Canada advises that an LUA's protocol should include a mechanism for issuing a formal concurrence to mark the end of the consultation with the proponent. This may consist of a formal decision by a designated official or relevant committee or another formal means, such as a sentence or other reference in the town council minutes. If an LUA decides that a consultation ends with the issuance of a building permit, then the protocol should indicate this.

If the proponent has met the public consultation requirements, either through the LUA's or Industry Canada's default process, and neither the LUA nor the public formally communicates any concerns to the proponent about its proposal, Industry Canada will deem that the land-use authority and the public have no objections.

2.7 Impasse Negotiations, Dispute Resolution Process

When developing protocols, LUAs should consider the means by which disputes will be resolved, ensuring they are appropriate for the local community. By documenting this process, all stakeholders will understand their roles and responsibilities as well as the process for resolving disputes. Industry Canada generally favours having the proponent, the local public and the LUA work toward a solution which takes each other's interests into consideration. Where an LUA or a proponent feels it may be helpful to do so, it may engage Industry Canada in an effort to move the discussions forward. Under Industry Canada procedures, if either the LUA or proponent believes discussions have reached an impasse, either can formally request departmental intervention concerning a reasonable and relevant concern. It is anticipated this will occur rarely.

LUAs may wish to consider incorporating alternate dispute resolution options into their protocols. Many alternate dispute resolution processes are interest-based rather than regulatory in nature. Therefore, the parties are more likely to find a mutually beneficial resolution.

2.8 A Timely Process

To avoid unnecessary delays, Industry Canada's process indicates that LUAs are normally expected to conclude the consultation process within 120 days from the receipt of the formal consultation request. Accordingly, when developing protocols, LUAs should not exceed these timelines.

3. Local Protocol Guide Development⁶

3.1 Protocol Principles

The following set of considerations and suggested principles may serve as a guide to LUAs developing protocols that respectfully balance local land-use interests with the benefits that radiocommunication, including broadcasting, brings to a community. The protocol should, as appropriate, address the following:

⁶ Municipalities may also wish to refer to the protocol template developed in partnership between the Federation of Canadian Municipalities (FCM) and the Canadian Wireless Telecommunications Association (CWTA). The FCM/CWTA template can be found on the FCM's website, www.fcm.ca.

- Information to proponents describing:
 - areas of historic or environmental importance to the community and the need to minimize the impact of the proposal on these areas; and
 - local preferences for antenna siting.
- Incentives to encourage aesthetically pleasing structures.
- Exclusions, which may build upon those established by Industry Canada (CPC-2-0-03, Section 6).
- Public consultation requirements that Industry Canada believes should be proportional to the proposal and its impact on the local surroundings. LUAs may wish to consider establishing a two-track process:
 - a streamlined concurrence process for less controversial proposals, such as new sites in industrial areas or on municipal properties, for emergency services or personal installations by members of the public (including for amateur radio operation and over-the-air and satellite TV reception), and
 - a process that includes broader public consultation for non-excluded structures likely to be of interest to the local community, such as the construction of new towers used by telecommunications carriers, broadcasting undertakings and third party tower owners.

The protocol should also establish a reasonable processing timeline that respects the timelines established in CPC-2-0-03 for proposals submitted to the LUA for concurrence.

3.2 General Protocol Template

The following elements are provided to aid LUAs in developing protocols dealing with antenna system installations:

Objectives

A short discussion on the overall objectives of the local protocol.

Jurisdiction

A discussion of the LUA's responsibilities and obligations in safeguarding legitimate concerns related to local land-use. Also, the role and responsibility of Industry Canada and the authority granted under the *Radiocommunication Act* to approve the location of radiocommunication facilities.

Consultation with the LUA

This may include:

- criteria for excluding additional antenna systems, other than those listed in the CPC-2-0-03, from LUA consultation;
- process for LUA notification;
- list of all documents and drawings that the proponent must submit;
- processing and administrative fees;
- the means by which the LUA will indicate concurrence; and
- process time frames that respect those established by CPC-2-0-03.

Excluded Antenna Structures

Industry Canada believes that not all antenna systems should be subject to a full land-use or public consultation process. Subjecting all proposals to the full consultation process would place an unnecessary and significant administrative burden on proponents, the LUA and the local public. Under Industry Canada's process, certain proposals are considered to have minimal impact on the local surroundings and so are excluded from public and land-use consultations. Industry Canada believes that consultation requirements should be proportional to the potential impact of the proposal. When establishing a local protocol, LUAs should consider the types of proposals that have minimal impact and so would warrant exemption from land-use and/or public consultation. It should be noted that any exclusion criteria established by the LUA can only augment, as appropriate, those established under Industry Canada's Exclusion List (CPC-2-0-03, Section 6).

Antenna Structures Not Excluded

LUAs may wish to consider the following when developing consultation protocols:

- the type of structure: new, temporary or existing antenna systems as well as non-tower structures;
- the intended use of the structure, whether personal, commercial or safety;
- the effect on significant natural or cultural features; and
- the landscaping, access control, fencing and road access.

Furthermore, LUAs can:

- encourage the placement of new towers in commercial, industrial/agricultural areas and utility or roadway easements;
- ask the proponent to suggest various options for consideration; and
- identify preferred criteria for antenna structure siting for new structures that exceed a specified height.

Public Consultation

Public consultation is an important part of the overall consultation process. Industry Canada believes that the local public should be consulted regarding non-excluded antenna proposals. Consultation allows the community to be involved and so ultimately influence the proposal's siting. Discussions can allow stakeholders to work towards a consensus. While LUAs are free to structure their public consultation process to meet their needs, Industry Canada's process consists of two distinct components:

- **Public Notification** - where the proponent informs the public of the proposed antenna system installation or modification, providing the information needed for a complete understanding of the proposal.
- **Public Engagement** - where the proponent engages the public and responds to all questions and comments, addressing all reasonable and relevant concerns. Public engagement may take various forms, from answering letters to hosting a public meeting or drop-in, depending on the community's level of interest.

Establishing Appropriate Time Frames

It is important that the protocol establish time frames for a consultation process, to ensure timely response to any questions or concerns and to avoid unnecessary delays to the proponent and the LUA.

Industry Canada expects that any time frames established within an LUA's protocol will respect those established by CPC-2-0-03.

Under Industry Canada's procedures (CPC-2-0-03, Section 4.4), construction of an antenna system must be completed within three years of the conclusion of consultation. After three years, consultations will no longer be deemed valid except in the case where a proponent secures the agreement of the relevant land-use authority to an extension for a specified time period in writing. While Industry Canada does not

support a reduction of the three-year time limit, LUAs may wish to consider including in their protocols procedures related to extending the time limit for construction.

Criteria not Necessary to Address Through Local Protocols

As described in Industry Canada's procedures (CPC-2-0-03, Section 7), proponents have specific obligations already subject to federal requirements. Protocols should not impose additional obligations in these areas. However, an LUA may wish to ask questions or seek clarification from proponents concerning their proposed steps and the alternatives available to satisfy these and any other radio authorization requirements. Proponents must comply with:

Health Canada's public radio frequency exposure guidelines - [Safety Code 6](#) (*Limits of Human Exposure to Radiofrequency Electromagnetic Energy in the Frequency Range from 3 kHz to 300 GHz - Safety Code* (2009));

Radio Frequency Interference and Immunity - [EMCAB-2 — Criteria for Resolution of Immunity Complaints Involving Fundamental Emissions of Radiocommunications Transmitters](#);

- [Canadian Environmental Assessment Act, 2012](#) – CEAA 2012
- Aeronautical Safety - [Transport Canada](#) and [NAV CANADA](#) requirements for aeronautical safety

4. Conclusion

Land-use authorities, with their local knowledge, experience and leadership ability, have an important role in the consultation process relating to the siting of antenna systems. Clear and reasonable protocols will enable effective participation and cooperation between the LUA and the proponent. Such protocols can be used to identify the interests of the community as well as guiding land-use principles. Moreover, protocols allow for the introduction of radiocommunication services, including broadcasting, in the local community in a timely manner. Protocols can assist proponents planning to install antenna systems, while at the same time giving due consideration to local land-use issues.



Southgate Communication Tower & Antenna Projects Planning and Approval Policy

Policy Statement

It is the policy of the Corporation of the Township of Southgate to require public consultation for the installation of telecommunication towers and antenna facilities, over and above those set out in the Industry Canada Standards.

Purpose

The purpose of this policy is to provide a consistent process to be followed by proponents and the Township when reviewing and commenting on telecommunication facility installation proposals and to provide an opportunity for meaningful public consultation prior to the approval of a proposal.

Applications for the installation of telecommunication facilities fall under the jurisdiction of Industry Canada. The Township recognizes that it has no jurisdiction to regulate telecommunication facilities under the Planning Act, R.S.O, 1990. Policies currently followed by Industry Canada require that the proponent of a new telecommunication facility that is subject to federal approval must consult with the appropriate municipality and indicate whether the municipality concurs with the application. Industry Canada also encourages municipalities to develop their own consultation policy regarding telecommunication tower installations to create a framework to manage the process of identifying their concerns, as well as those of the residents they represent.

Due to the potential for land-use conflicts, public safety concerns, impacts on views and environmentally sensitive areas as a result of site development, Southgate Council requires that a proponent follow the consultation process outlined below.

This process is based on Industry Canada's Default Public Consultation process, but includes additional requirements if a public engagement process is established by the municipality.

The Township of Southgate does not assess submissions for telecommunications facility installations with respect to any issues that may be associated with health and radio frequency exposure. Health Canada has safety guidelines for exposure to radio frequency fields and Industry Canada has adopted these guidelines for radio communications and broadcasting installations.

The Township of Southgate does not support the licensing and installation of new telecommunication facilities unless the requirements of this policy have been satisfied.

Scope

This policy applies to all proposals for telecommunication antennas, towers and related structures, with the exception of proposals for the following:

- a) Maintenance of existing radio apparatus including antenna systems, transmission lines, masts, towers or other antenna-supporting structures which may include painting or lighting;
- b) An addition or modification of an existing antenna system, provided the addition or modification does not result in an overall height increase of 25% of the original height. This exception does not apply where the increased height creates a significant visual impact to area residents as determined by the Township; and
- c) Installation of an antenna system for a limited duration used for a special event, or one used for emergency operations or Township projects.

Administration of Policy

This policy will be implemented by the Township's Planning Department and will be overseen by the Municipal Planner.

Objectives:

- a) To balance the location and design requirements of proponents with the need to minimize a telecommunication facility's visual impact;
- b) To address local land use concerns while respecting federal jurisdiction; and
- c) To ensure co-location opportunities for telecommunication antennas are explored and acted upon, where appropriate.
- d) To ensure public safety and land rights are respected.

Preliminary Consultation:

The proponent will arrange for preliminary consultation with the Township prior to presenting its proposal. Township staff will provide the proponent with the following:

- a) This policy, including the process to be followed and requirements for public consultation; and
- b) A list of agencies and ratepayer associations to be consulted, if applicable.

Site Selection and Structure Design:

In determining an appropriate site for a new tower, the proponent shall adhere to the following principles:

1. New towers are strongly discouraged within 120 metres, or three times the tower height (whichever is greater), of any Residential Zone, existing dwelling or

other sensitive land use (as defined by the Provincial Policy Statement), unless required for reasons of engineering or network objectives. If a new tower is proposed to be located within 120 metres, or three times the tower height (whichever is greater), of a Residential Zone, existing dwelling, or other sensitive land use, a detailed rationale for the necessity of this location must be provided in the Site Selection/Justification Report.

2. When selecting sites for towers, the following shall be considered:
 - (a) Maximizing distance from residential uses, schools and active park spaces and lot lines where the owner does not own the adjacent land;
 - (b) Maximizing distance from natural features, environmentally sensitive areas, hazard lands, and natural heritage features (submission of an Environmental Impact Study may be required should the tower be located on lands adjacent to these areas/features);
 - (c) Maximizing distance from cultural heritage features (submission of a Heritage Impact Study may be required should the tower be located on lands adjacent to these features);
 - (d) Avoiding sites that would obscure public views and vistas; and
 - (e) Compatibility with adjacent uses.
3. Proponents shall be encouraged to locate telecommunication towers with a minimum setback to all property lines and to all existing buildings of a distance equivalent to the height of the tower plus 10 meters (measured from grade).
4. The use of design features, colour and landscaping used to screen telecommunication towers from view should be encouraged, whenever possible. The following design guidelines should be taken into consideration when designing a new tower:
 - (a) Wherever possible, telecommunication facilities should utilize existing towers or structures and share facilities (co-location);
 - (b) The Township encourages telecommunication facilities to be camouflaged or designed to blend in with and fit the context of the surrounding area. Monopine structures are the preferred structure where appropriate; however, the Township may consider the installation of monopole or other structures as an alternative. If a monopine or monopole tower is not possible, sufficient justification for another type of structure must be provided;
 - (c) To reduce the scale and visual impact of towers, mitigation measures should include consideration of design features, structure type, colour, materials, landscaping, screening and decorative fencing. Where equipment shelters are located on the ground, the visual impact of the

built form shall be mitigated through the use of colour, decorative fencing, screening, and/or landscaping;

(d) Where appropriate, the planting of trees and shrubs at the tower site is encouraged to enhance the character of the surroundings; and

(e) Telecommunication towers will only accommodate telecommunication antennas. Only signage directly related to the equipment or required by Industry Canada shall be permitted on the site. A small plaque must be placed at the base of the structure identifying the owner/operator and contact information. No third part advertising or promotion shall be permitted.

- 5 Lighting of telecommunication towers is prohibited unless required by Transport Canada. Proof of this requirement shall be provided by the proponent. Where Transport Canada requires a telecommunication facility to be lit or where lighting is required for security purposes, the lighting should be to the minimum number of lights and the lowest illumination allowable. All outdoor illumination should be dark-sky friendly (i.e. full cut-off lighting; no uplighting, or have reflectors installed to direct the light downward).

Submission Requirements:

The proponent shall submit the following documentation to the Municipal Planner for review and submission to Council for consideration:

- a) Site Plan with Key Map for the entire property and not only the leased portion, showing the relationship between the proposed telecommunication facility and existing features on the property such as buildings, parking, pedestrian and vehicular movement, natural features, site grading, property lines, fencing and landscaping. The Site Plan is to be drawn to scale, illustrating proposed setbacks from existing buildings and structures, all property lines and natural features as well as the height and type of tower in profile;
- b) A letter of intent by the owner(s) of the subject land to enter into a lease agreement to permit the establishment of a telecommunication facility on their lands and if required a letter granting permission(s) from adjacent landowner(s) that would have their land sterilized by locating of this tower to close to adjacent property line in relation to tower height and setback requirements of this policy;
- c) Site Selection/Justification Report. This report shall outline the steps taken by the proponent to investigate all co-location options and why a new tower is the preferred alternative. The report shall identify the location of all existing telecommunication towers within the proponent's search area and identify the reasons why these towers are not suitable for co-location. The location of these towers shall be illustrated on a map to

- be included in the report. In addition, the report shall identify any alternative sites for the location of the new tower that were investigated by the proponent and the rationale for eliminating these sites as the preferred alternatives. The report shall confirm the need for a new tower at the proposed location and the need for the proposed height of the tower. Future sharing possibilities with other providers shall also be reviewed. Finally, the report shall confirm that the criteria set out in the 'Site Selection and Structure Design' section of this Policy has been satisfied including the design elements proposed in order to minimize the visual impact of the proposed structure, and address any lighting requirements that may be required by Transport Canada;
- d) Photo simulation package of the proposed tower, including views from all road allowances and the closest residences;
 - e) Description of the proposed facility and accessory structures (if applicable);
 - f) Site changes (i.e. fencing, landscaping, access and parking);
 - g) One hard copy and one electronic copy of all of the requirements in this section of the Policy; and
 - h) A cheque payable to the Township of Southgate to cover the administrative and processing costs in the amount of \$1200.00 as per the Township Fee & Chares By-law, as amended. Once the submission has been made, the proponent will be required to make a deputation to Council presenting the telecommunication facility installation proposal at the required public open house during a regularly scheduled Council meeting.

Public Consultation Process:

The Township shall organize and facilitate the public consultation process. The public consultation process shall be required for all telecommunication facility installation proposals. The Township will ensure the properties located within a radius of 120 metres from the subject property, agencies and any adjacent ratepayer associations are notified with respect to the date and location of the public open house. The Township will prepare and circulate by regular mail a notification package a minimum of 20 calendar days prior to the Public Open House to the following:

- Municipal Clerk for the Township of Southgate;
- Clerk of the adjoining municipality, if the subject property is located within 120 metres of a municipal boundary; and
- All persons within 120 metres of the subject property. If the subject property is within 120 metres of a Township boundary, the proponent

shall obtain the names and addresses of those persons affected from the adjacent municipality.

The notification package shall include the following:

- Notice of Public Open House including the date, time and location of the meeting including virtual meetings if necessary;
- The name, telephone number and email address of the project lead contact person employed by the proponent;
- Description of the land and key map showing the location of the property;
- Physical details of the tower, including its height, colour, type and design; and
- Where and when additional information regarding the proposal will be available to the public for inspection.

A 1.0 metre square sign shall be erected along each street frontage of the subject property a minimum of 20 calendar days prior to the advertised public open house, notifying the public of the proposal to establish a telecommunications facility on the site.

The sign will read as follows with the underlined information being filled out by the Township from the application information submitted:

NAME OF THE APPLICANT
HAS PROPOSED TO LOCATE A TELECOMMUNICATIONS
FACILITY, BEING (HEIGHT) METRES IN HEIGHT,
ON THIS PROPERTY.
PUBLIC COMMENTS ARE INVITED.
FOR FURTHER INFORMATION,
CONTACT: PROPONENT'S INFORMATION

The document attached as Schedule A to this policy must be returned to the Township as an affidavit prior to the Public Open House. Failure to do so will result in the need for the Public Open House to be rescheduled and the proponent to provide further notice.

Once the public open house has been held by the Township, the sign(s) on the subject property shall be removed by the proponent within 30 days.

Public Open House:

a) Notice of the Public Open House shall be placed by the Township in all local area newspapers (i.e. the Dundalk Herold, The Biz Bull, or other papers of sufficient circulation to, in the Clerks opinion, provide proper notice).

b) The Public Open House shall occur no sooner than 20 calendar days from the date that the Notice is placed in the newspapers, mailed and posted.

c) In addition to the tower details provided in the Notice of Public Open House, the proponent shall make available at the Public Open House the Site Selection/Justification Report and the photo simulation package. The report and all material shall be posted on the Township's website.

d) Following the Public Open House, the Township shall provide the following to the Proponent:

- i. a record of names and addresses of attendees;
- ii. minutes of the Public Open House to identify the issues and concerns that were raised; and
- iii. The proponent following receipt of the list of names and minutes from the public open house, shall prepare a follow-up letter to the Township to indicate the proponent's formal response to the concerns raised at the Public Open House. Should any modification of the proposed structure be required, further details (i.e. revised plans or technical drawings) shall be provided as soon as possible.

f) Upon receipt of the above information, Township staff will prepare an information report for the next available regularly scheduled Council meeting, where possible. The proponent will be required to make a presentation to Council at the same meeting, summarizing the public consultation process, and to be available to answer any questions on the project. The proponent shall provide a summary of all responses to comments received and submit revised plans and drawings, where required.

f) The Township will inform the proponent and Industry Canada by way of a letter and resolution of Council that the land use authority consultation process has been completed in accordance with the Township's Telecommunication Facility Policy. In addition, the Township will also advise the above noted parties of its position on the proposed facility by way of concurrence or non-concurrence subject to obtaining an entrance permit and 911 emergency number from the Township for the subject property. Prior to issuing a letter advising the proponent of the Township's position, a letter of undertaking from the proponent permitting the Township to install radio telecommunication equipment on the proposed facility is required. Note: Issuance of non-concurrence does not mean installation of the proposed telecommunication facility will not proceed. As the approval authority for such installations, Industry Canada will consider the Township's position and whether the proposed installation meets Industry Canada requirements before issuing a decision.

Authority

The authority for the Telecommunication Facility Policy shall be by the approval of the Council of the Township of Southgate.

SCHEDULE A (for Township use)

I hereby confirm that a 1.0 metre square sign advertising the proposal to establish a Telecommunication Facility has been posted along each street frontage on the subject property outlined below, was posted for a minimum of 20 calendar days prior to the scheduled and advertised Public Open House, and that this sign will not be removed until after the project has been approved. I understand that failure to comply with the above will mean that proper notice was not given. In that event, the Public Open House will have to be rescheduled.

Property Location: _____

Name of staff person: _____

Date of Posting: _____

Signature: _____

(Please print name above)

(Date of Signature)

Please return this signed form to the Township Clerk as soon as possible. In the event that this form is not received one week prior to the meeting date, the meeting will not proceed as scheduled.

Township of Southgate

Administration Office

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

Phone: 519-923-2110

Toll Free: 1-888-560-6607

Fax: 519-923-9262

Web: www.southgate.ca

Staff Report CAO2021-041

Title of Report: AMO Southgate Delegation Request

Department: Administration

Council Date: May 19, 2021

Council Recommendation:

Be it resolved that Council receive Staff Report CAO2021-041 as information; and **That** Council direct staff to take the lead on the request for a delegation with the Ministry of Infrastructure at the 2021 AMO Virtual Conference to discuss the issues of unjustified/inconsistent service fees, unnecessary delays and access control to the area fibre capacity connections by the rural broadband service providers.

Background:

Staff received a notice on April 23, 2021 from AMO that the deadline for requesting delegation status at the 2021 AMO Virtual Conference (August 15 to 18, 2021) is June 4, 2021.

Staff Comments:

Southgate staff recommends as a request for a Ministry of Infrastructure delegation at the 2021 AMO Conference, we should consider that Southgate lead and partner with other interested Grey County municipalities. The issue would be to discuss High Speed Communications expansion delays and charges being experienced by our local internet service providers to access regional fibre feeder connections. At the end of the day these costs are passed onto customers and is the reason we see such high rates for service in our rural communities.

Staff will work with other municipal partners as well, like SWIFT and local service providers to develop the delegation brief issues for discussion and goals to be achieved for each meeting.

Financial Impact or Long Term Implications

There is no financial impact as a result of this report as costs for attending the AMO conference have been included in the 2021 budget.

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 CAO2021-041 as information.
2. That Council direct staff to proceed with a delegation with the Ministry of Infrastructure to discuss the costs levied to connect to regional fibre connections.

Respectfully Submitted,

CAO approval: Original Signed By

Dave Milliner – CAO

dmilliner@southgate.ca 923-2110 x223

Township of Southgate

Administration Office

185667 Grey Road 9, RR 1

Dundalk, ON N0C 1B0

Phone: 519-923-2110

Toll Free: 1-888-560-6607

Fax: 519-923-9262

Web: www.southgate.ca

Staff Report CAO2021-042

Title of Report: Federal Government/Infrastructure Canada Funding
Opportunity – Green and Inclusive Community Building
Program and Canada Healthy Community Initiatives Grant
Update Report

Council Date: May 19, 2021

Council Recommendation:

Be it resolved that Council receive staff report CAO2021-042 as information; and

That Council direct staff to proceed to develop a Dundalk Pool Upgrade project in Southgate as the best fit for an application based on the funding guidelines under the Infrastructure Canada Green and Inclusive Community Buildings Program by the end of June, 2021 deadline; and

That Council receive a verbal update from staff on the May 18, 2021 Downtown Public Consultation meeting and the next steps related to the Canada Healthy Community Initiatives Grant.

Background:

Infrastructure Canada has introduced a new funding program that aims to improve community infrastructure to make it more energy efficient, more resilient, and higher performing. The Green and Inclusive Community Buildings (GICB) Program will invest \$1.5 Billion over the next five years to support municipalities with green and accessible retrofits, repairs or upgrades of existing public community buildings and the construction of new publicly accessible community buildings.

The GICB Program will fund two types of projects:

1) Retrofits, Repairs, and Upgrades to Existing Community Buildings:

The following community buildings/assets are eligible for retrofit projects:

- Community, culture, and recreation facilities (e.g. community centres, public sports and recreation facilities, cultural buildings, child and youth centres, community adult learning centres, seniors centres etc.)
- Mobile community structures (e.g. mobile libraries, health clinics, youth service facilities etc.)
- Community health and wellness facilities (e.g. food safety and security, community food storage facilities, greenhouses, food banks, community health centres, addiction and mental health centres, rehabilitation centres etc.)
- Indigenous health and social infrastructure facilities (e.g. community health centres, clinics, paramedic facilities, long-term care facilities/elder lodges etc.)

- Indigenous education facilities (e.g. schools, universities and colleges, adult learning centres, early childhood and daycares etc.)

All retrofit projects must be planned to be completed within the timeframe between April 1, 2021 and March 31, 2026.

Eligible Green Retrofits:

- Upgrading lighting systems
- Adding insulation
- HVAC upgrades
- Implementation of new energy management systems and sensors
- Significant reconfigurations to the interior for the purpose of energy savings
- Roof replacement
- Climate resilience retrofits
- Solar PV array
- Wind turbines
- Geothermal exchange systems

Eligible Accessibility/Safety Measures:

- Wheelchair ramps
- Visual fire safety devices
- Slip resistant floors
- Widened, automated doorways
- Washroom renovations for wheelchair access
- Assistive listening and communication enhancement technologies
- Auditory/visual output redundant with information on visual displays and auditory output
- Labels in large print and/or braille on equipment control buttons

2) Construction of New Community Buildings

Eligible new buildings construction projects must be facilities that are accessible to the public and provide a community service. They include the following:

- Community, culture, and recreation facilities (e.g. community centres, public sports and recreation facilities, cultural buildings, child and youth centres, community adult learning centres, seniors centres etc.)
- Mobile community structures (e.g. mobile libraries, health clinics, youth service facilities etc.)
- Indigenous health and social infrastructure facilities (e.g. community health centres, clinics, paramedic facilities, long-term care facilities/elder lodges etc.)
- Indigenous education facilities (e.g. schools, universities and colleges, adult learning centres, early childhood and daycares etc.)

New construction projects will be required to meet the following minimum standard:

- Built to be **net-zero carbon**
- Built to be **net-zero carbon ready**

All construction projects must be planned to be completed within the timeframe between April 1, 2021 and March 31, 2026.

The GICB will be accepting applications under two intake streams:

- Small and Medium Retrofit Projects: Applications ranging in total eligible costs from *\$100,000 to \$3 Million* will be accepted on a continuous basis and funded on a first-come, first-served basis. Applications for the continuous intake stream will be accepted until total funding has been allocated for this stream.
- Large Retrofits and New Community Buildings Projects: Applications ranging in total eligible costs from *\$3 Million to \$25 Million* will be accepted through a competitive intake process. The deadline to submit an application under this stream is July 6, 2021.

Funding:

The GICB Program will provide funding up to the following limits:

- | | |
|--|------------|
| • Retrofits up to \$9,999,999: | 80% |
| • Retrofits over \$10,000,000: | 60% |
| • New builds up to the first \$9,999,999 of costs: | 60% |
| • New build costs of \$10,000,000+: | 50% |

Staff Comments:

Infrastructure Canada Funding Opportunity – Green and Inclusive Community Building Program

This grant funding is a significant opportunity for a municipal project in Southgate. Based on discussion last week with Grant Match and in review of the program guidelines, the project that is the best fit for Southgate is the Dundalk Pool Retrofit Project. This project would rebuild the main part of the swimming pool building (admin., change rooms and washrooms) and retain the new filter building addition and equipment. The project would make the building and pool publicly accessible and look to incorporate solar energy features into the building and pool system as part of a climate change initiative and the net-zero focus of this funding intake.

The costs estimate for the project is unknown at this time and is being worked on for another report at the June 2, 2021 Council meeting.

Canada Healthy Community Initiatives Grant

The Mayor and staff hosted a public consultation meeting with the Dundalk Downtown businesses and property owners to discuss the revitalization for building accessibility as well the future streetscape look and design of Proton Street North between Main and Holland, our Community Action Plan goals received and our Community Improvement Plan program.

A verbal update will be provided at the Council meeting as part of this staff report.

Financial Impact or Long-Term Implications

There is no financial cost impact to the municipality in making an application for this grant in the 2021 budget as financial requirement to tender and upgrade or construct would be in the 2022 or beyond budget discussions.

Infrastructure Canada Funding Opportunity – Green and Inclusive Community Building Program

The Dundalk Pool Retrofit project if approved would receive 80% of the project in grant funding and at the present time the Recreation Pool Reserve has \$62,891.86 to support a project cost of over \$300,000.00 without other taxpayer funding.

Canada Healthy Community Initiatives Grant

The available funding in the program is \$31 million investment by the Federal Government and support projects. The minimum funding for a project is \$5,000.00 and maximum amount is \$250,000.00 for each application approved. Grant Match staff completed the research for this applicable funding program opportunity and they feel it is a good fit for our Downtown Dundalk project.

At the present time we have reserves to support this project with \$30,000 for Downtown Improvements and EcDev signage \$24,568.26, with some required to support the RED Fund project. Additional funding if the project application was approved could be from the Township's Tax Stabilization reserve (\$997,091.88) and possibly the Modernization Funds (\$498,919.37).

Our agreement with Grant Match charges their service fees for the approved funding.

Communications & Community Action Plan Impact:

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

Goal 4 - Adequate and Efficient Public Facilities

Action 4: The residents and businesses of Southgate expect the Township to plan and adequately provide for public facilities for gatherings, recreation and doing business with the Township, while recognizing at the same time that facility needs can change with age and a changing population.

Concluding Comments:

1. That Council receive this staff report as information.
2. That staff undertake further research with Grant Match on how the Township should proceed to apply for an Infrastructure Canada Green and Inclusive Community Buildings Program Project.

Respectfully Submitted,

CAO approval: Original Signed By

Dave Milliner – CAO

dmilliner@southgate.ca

519-923-2110 x210



Staff Report HR2021-013

Title of Report: HR2021-013 – Support for 988 three-digit Suicide and Crisis Hotline
Department: Human Resources
Council Date: May 19, 2021

Recommendation:

Whereas the Federal government has passed a motion to adopt 988, a National three-digit suicide and crisis hotline; and

Whereas the ongoing COVID-19 pandemic has increased the demand for suicide prevention services by 200%; and

Whereas existing suicide prevention hotlines require the user to remember a 10-digit number and go through directories or be placed on hold; and

Whereas in 2022 the United States will have in place a national 988 crisis hotline; and

Whereas the Township of Southgate recognizes that it is a significant and important initiative to ensure critical barriers are removed to those in a crisis and seeking help;

Therefore be it resolved that the Township of Southgate endorses this 988 crisis line initiative; and

That a copy of this resolution be sent to Bruce-Grey-Owen Sound MP Alex Ruff, Bruce-Grey-Owen Sound MPP Bill Walker, Federal Minister of Health Patty Hajdu, the Canadian Radio-television and Telecommunications (CRTC) and all municipalities in Ontario.

Background:

On December 11th, 2020, the House of Commons passed a motion introduced by Conservative MP Todd Doherty, through unanimous consent, to bring a national 3-digit suicide prevention hotline line to Canada.

Given that the alarming rate of suicide in Canada constitutes a national health crisis, the House calls on the government to take immediate action, in collaboration with our provinces, to establish a national suicide prevention hotline that consolidates all suicide crisis numbers into one easy to remember three-digit (988) hot- line that is accessible to all Canadians.

Staff Comments:

Studies indicate that the COVID-19 pandemic has intensified Canadians' feelings of stress and anxiety. The current 10 digit crisis line is thought to be long and hard to remember and the hope is that the new three-digit number will be a quick resource for people in crisis.

Financial Implications:

There is no financial impact as a result of this report.

Communications & Community Action Plan Impact:

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

Concluding Comments:

1. That Council endorse the 988 three-digit suicide and crisis hotline.
2. That Council direct staff to send a copy of this resolution to Bruce-Grey-Owen Sound MP Alex Ruff, Bruce-Grey-Owen Sound MPP Bill Walker, Federal Minister of Health Patty Hajdu, the Canadian Radio-television and Telecommunications (CRTC) and all municipalities in Ontario.

Respectfully Submitted,

HR Coordinator: *Original Signed By*

Kayla Best, HR Coordinator/Assistant to the CAO

CAO Approval: *Original Signed By*

Dave Milliner, CAO

Attachments:

None.



Staff Report PL2021-042

Title of Report: PL2021-042-ZBA C1-21 Manassa Martin
Department: Clerks
Branch: Planning Services
Council Date: May 19, 2021

Recommendation:

Be it resolved that Council receive Staff Report PL2021-042 for information; and
That Council consider approval of By-law 2021-074.

Property Location: 180032 Grey Road 9



Subject Lands:

The subject lands are described as Con 4 SWTSR, Lots 231 to 233 Geographic Township of Proton and are approximately 61ha (151 acres). The lands have frontage on Grey Road 9 and Southgate Sideroad 71.

The Proposal

The proposal is to rezone a portion of the subject lands to allow for an Agricultural related use being a small scale Industrial Use shop. The owners wish to add the shop to the list of permitted uses for the Agricultural A1 zone. The shop including office and power room is proposed to be 649m² with outside storage of approximately 599m².

The Effect of the proposed zoning by-law amendment would be to change the zone symbol on a portion of the subject lands to permit the Industrial Use shop within a new agricultural exception zone (A1-480). Any Environmental Protection Zone Boundary may be adjusted based on Conservation Authority comments.

Background

A Public meeting was held virtually on April 28, 2021. Supporting documents and comments posted on the website are available at:

<https://www.southgate.ca/en/municipal-services/planning-applications-public-notice.aspx#C1-21-Manassa-Martin>

The comments received include:

The Building department have no concerns or objections.

The Public Works Department indicate that they have no concerns and that the road is county jurisdiction.

The County of Grey staff recommend reviewing the Provincial D-6 guidelines to ensure that the proposed use will not have a negative impact to the surrounding areas. Provided an entrance permit is obtained from the County of Grey, County planning staff have no further concerns with the subject application.

The SVCA indicate the proposal is acceptable to SVCA staff.

The Historic Saugeen Metis indicate that they have no concerns or objection.

No comments were received from members of the public.

Staff Comments:

With respect to the County comments concerning D6 guidelines, the closest residence 135m away from the proposed shop across County road 9. The Site Plan will require all windows and doors to be closed in the event of a complaint regarding noise during operating hours. The Shop will also be oriented with the doors facing away from the road and residence. The Township staff consider this issue addressed.

Financial Implications:

The following is an example of the increased tax revenue associated with the addition of a 600m² industrial shop on a residential farm property:

2018	Assessment	Tax Rate	Taxation
RT (Residential)	\$ 250,000	1.236937%	\$ 3,092.34
FT (Farm)	\$ 300,000	0.309235%	\$ 927.71
	<u>\$ 550,000</u>		<u>\$ 4,020.05</u>

2019	Assessment	Tax Rate	Taxation
RT (Residential)	\$ 255,900	1.253103%	\$ 3,206.69
FT (Farm)	\$ 365,468	0.304605%	\$ 1,113.23
	<u>\$ 621,368</u>		<u>\$ 4,319.92</u>
JT (Industrial)	\$ 150,000	3.059331%	\$ 4,589.00
	<u>\$ 771,368</u>		<u>\$ 8,908.92</u>

Of the total taxes of \$8,908.92 above, the Township receives \$4,569.04 (\$2,046.34 pertaining the shop), The County receives \$2,227.56 and the local Board of Educations' receive \$2,112.32.

This is increased revenue every year and therefore after a period of 10 years one shop without including the residence or its portion of Education and County taxes, would generate \$20,463.40 in additional tax revenue for the Township. The entire tax revenue generated could be directed by the Township to the Road budget if necessary, however it should be pointed out, that roads often have a lifespan greater than 10 years. Building the industrial shop would also generate \$17,456.92 in Development Charge revenue.

With the above information we can compare projected revenues from pre and post development. Over a 10 year period, without the development, the Township would collect \$40,200.50 in property taxes. This number would further be divided by the County and Education portions of the taxes collected. Over a ten year period, with the development, the Township would collect \$106,546.12 in property taxes and development charge revenue, which is 2.65 times that if nothing had developed.

Staff Review

Staff reviewed this application based on the Planning Act, the Provincial Policy Statement (PPS), Southgate Official Plan and the Zoning By-law.

The Provincial Policy Statement 2020 (PPS)

The PPS has been reviewed in its entirety, however, only the most relevant policies have been identified below. The subject land would constitute "Rural Area" under the definition of the PPS. The PPS allows for a variety of uses in the rural areas:

1.1.4.1 In rural areas located in municipalities:

f) promoting diversification of the economic base and employment opportunities through goods and services, including value-added products and the sustainable management or use of resources;

The PPS supports the diversification of the rural economy. The proposed Industrial use to be added will support farming and grow the rural economic base. The lands are further categorized into Rural and Agricultural lands by the PPS. The subject lands are considered as Rural; below is a review of those policies.

Section 1.1.5.2 On rural lands located in Municipalities, permitted uses are:

- a) the management or use of resources;
- b) resource based recreational uses (including recreational dwellings);
- c) limited residential development;
- d) home occupations and home industries;
- e) cemeteries; and
- f) **other rural land uses.**

The proposed additional use is considered a permitted use in the rural area and considered as "other rural land uses".

Section 1.1.5.3 Recreational, Tourism and other economic opportunities should be promoted.

1.1.5.4 Development that is compatible with the rural landscape and can be sustained by rural service levels should be promoted.

The volume of traffic associated with this proposal can be sustained by rural service levels. The Site Plan Control process will also provide for screening and limitations on the operation to ensure that it remains small scale and blends in with the Rural area.

1.1.5.5 Development shall be appropriate to the infrastructure which is planned or available, and avoid the need for the unjustified and or uneconomical expansion of this infrastructure.

The additional use is appropriate for the area and the Rural infrastructure currently in place and will not necessitate an expansion of infrastructure.

1.1.5.7 Opportunities to support a diversified rural economy should be promoted by protecting agricultural and other resource-related uses and directing non-related development to areas where it will minimize constraints on these uses.

This policy is directly supportive of Industrial shops and provides advice to the Township to promote them and direct non-agriculturally related uses to other areas of the Township.

1.1.5.8 Agricultural uses, Agricultural –related uses, on-farm diversified uses and normal farm practises should be promoted and protected in accordance with provincial standards.

Again, this policy advises the Township to promote and protect agricultural, agricultural related uses and on farm diversified uses. The proposed Industrial use will broaden the tax base and provide additional employment in the Township.

The definitions of Agricultural use, Agricultural related use and on farm diversified use are provided below from the PPS.

All of the shops being proposed within the Township at the present time fall within one of the three definitions below and are therefore consistent with the definitions within the Provincial Policy. The proposed use will be within an existing shop.

Agricultural use “means the growing of crops, including nursery, biomass, and horticultural crops; raising of livestock; raising of other animals for food, fur or fibre, including poultry and fish; aquaculture; apiaries; agro-forestry; maple syrup production; and associated on-farm buildings and structures, including, but not limited to livestock facilities, manure storages, value retaining facilities, and accommodation for full time farm labour when the size and nature of the operation requires additional employment.”

Agricultural related uses: means those farm uses related commercial and farm related industrial uses that are directly related to farm operations in the area, support agriculture, benefit from being in close proximity to farm operations, and provide direct products and or services to farm operations as a primary activity.

On farm diversified uses: “means uses that are secondary to the principal agricultural use of the property, and are limited in area. On-farm diversified uses include, but are not limited to, home occupations, home industries, agri-tourism uses, and uses that produce value added agricultural products.”

This proposed dry industrial use would be considered an on farm diversified use which is permitted in the rural area.

Minimum Distance Separation (MDS)

Regarding MDS, it has been reviewed and there are no barns that will be negatively impacted by the proposed metal and fabricating shop. Staff have reviewed the MDS Guidelines and there are no concerns regarding MDS.

The proposal will not hinder surrounding agricultural operations and will not require infrastructure development. The proposal is consistent with the definitions and

policies of the PPS including promoting diversification of the economic base and employment opportunities. Based on the foregoing, the proposal appears to be consistent with the PPS.

Township Official Plan

The Township of Southgate Official Plan (OP) designates the subject lands "Rural" and "Hazard lands". The OP provides for small scale commercial and industrial uses on properties greater than 20ha to a maximum of 750m² in size. The maximum outside storage is 500m² in addition to the 750m² building size. The proposal is to add a dry industrial use to the list of permitted uses within a shop that is 649m². The storage area will be 599m². The proposal complies with the above policy when we look at the definition of small scale below.

The Official Plan defines Small Scale on parcels larger than 20 hectares as: a maximum structure size of 750m² and a maximum outdoor storage display area of 500m² will be permitted. If the structure is less than 750m², the outside display area may be increased, so that the combined outside display area and structure does not exceed 1250 square meters.

The proposal meets this definition and is therefore considered small scale under the policies of the Township Official Plan.

The Township Official Plan section 5.2.1 Rural designation permitted uses include the following:

"iv. small scale commercial and industrial uses;"

As noted above, the proposal meets the Official Plan Definition of Small Scale and is therefore considered a permitted use in the Rural Designation.

Section 5.2.3 Development Policies

"5. For new or expanding small scale commercial and industrial uses, where the parcels are greater than 20 hectares, a maximum structure size of 750 square metres and a maximum outdoor storage size of 500 square meters will be permitted. Where the maximum structure size is less than 750 square metres, more outdoor storage space will be permitted up to a combined maximum of 1250 square metres. For those parcels less than 20 hectares, a maximum structure size of 250m² and a maximum outdoor storage area of 750m² will be permitted. The applicant must demonstrate that the proposed use is not better suited in a designated settlement area. These uses will only be permitted, subject to satisfying the Development Policies as outlined in this Section. Council may, in future limit the commercial or industrial use through the implementing zoning By-law Amendment.

6. That the location of the non-farm use imposes no operating constraints to an existing farm operation. Any non-farm land use must comply with the Minimum Distance Separation Formulae."

The proposal is consistent with the Development policies of the Official Plan and will blend in with the Rural landscape. The proposal will assist the farming operation by providing support in the form of income and proximity to the farming operation to allow the farming operation to continue to be located in this area. While a use like this could potentially be situated in an industrial park, it is in my opinion, better suited to the rural area because it allows farming to continue on the property and supports the agricultural community. The success of the shop helps to broaden the tax base and support the rural economy while operating using minimal infrastructure and servicing. Furthermore, it allows those citizens who rely on animals for transportation to live and work in the same area.

Zoning By-law

The proposed zoning by-law amendment would rezone a portion of the subject property to an A1-480 exception zone and add the Dry industrial use to the list of permitted uses for that zoning exception. All other provisions of the by-law shall continue to apply.

Conclusions

Based on the above policy review and the information provided and comments received, the proposal is consistent with the Policies of the Provincial Policy Statement, The County of Grey Official Plan, The Township of Southgate Official Plan. The proposed zoning by-law amendment should therefore be approved and is considered appropriate for the area and good land use planning.

Respectfully Submitted,

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



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

Attachments: None.

The Corporation of the Township of Southgate
By-law Number 2021-074

being a by-law to amend Zoning By-law No. 19-2002, entitled the
"Township of Southgate Zoning By-law"

Whereas the Council of the Corporation of the Township of Southgate deems it necessary to pass a by-law to amend Zoning By-law No. 19-2002; and

Whereas pursuant to the provisions of Section 34 of the Planning Act, R.S.O. 1990, as amended, by-laws may be amended by Councils of municipalities.

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

1. **That** Schedule "17" to Zoning By-law No. 19-2002 is hereby amended by changing the zone symbols on a portion of the lands described as Con 4 SWTSR, Lots 231 to 233, geographic Township of Proton, in the Township of Southgate and shown on Schedule "A", affixed hereto, from:

- **Agricultural (A1) to Agricultural Exception (A1-480)**

2. **That** Section 33 to By-law No. 19-2002 is hereby amended by adding the following:

"33-480 Con 4 SWTSR, Lots 231 to 233 (Proton)	A1-480	Notwithstanding the provisions of Section 6, or any other provisions to the contrary, the lands zoned A1-474 shall be subject to the following regulations in relation to an additional permitted use of a small scale industrial use: <ul style="list-style-type: none">a) The use shall remain secondary to the principal use of the property, being an agricultural use.b) The industrial use may include woodworking, metal working, plastics, powder coating and other similar type uses.c) Maximum combined area of industrial use structures shall be up to 750m².d) Maximum outdoor storage shall be 500m² except where the structure size is less than 750m² the outdoor storage may be increased. The maximum combined structure and outdoor storage area shall not exceed 1250m².e) Outdoor storage shall be screened from view. A planting strip may be used as a screen. Alternative measures by way of a fence may be installed while the buffer strip grows in enough to provide an adequate visual barrier.
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3. **That** Schedule "A" and all other notations thereon are hereby declared to form part of this by-law; and
4. **That** this by-law shall come into force and take effect upon being passed by Council subject to any approval necessary pursuant to the Planning Act R.S.O. 1990, as amended.

Read a first, second, and third time and finally passed this 19th day of May 2021.

John Woodbury – Mayor

Lindsey Green – Clerk

Explanatory Note

This by-law applies only to those lands described as Concession 4 SWTSR, Lots 231 to 233, geographic Township of Proton, in the Township of Southgate. The purpose of the zoning bylaw amendment is to allow for a small scale Industrial shop use to be added to a portion of the property. The by-law will add an Industrial shop, office and power room use to the list of permitted uses. The Industrial workshop, office and power room are proposed to be up to 750m². The outside storage area is proposed to be 500m². All other provisions of the by-law shall apply.

The Effect of the zoning by-law amendment is to change the zoning symbol on a portion of the property from Agricultural (A1) to Agricultural Exception (A1-480) to allow for a small scale Industrial use to be permitted on the property.

Schedule "A"
By-Law No. 2021-074

Amending By-Law No. 19-2002

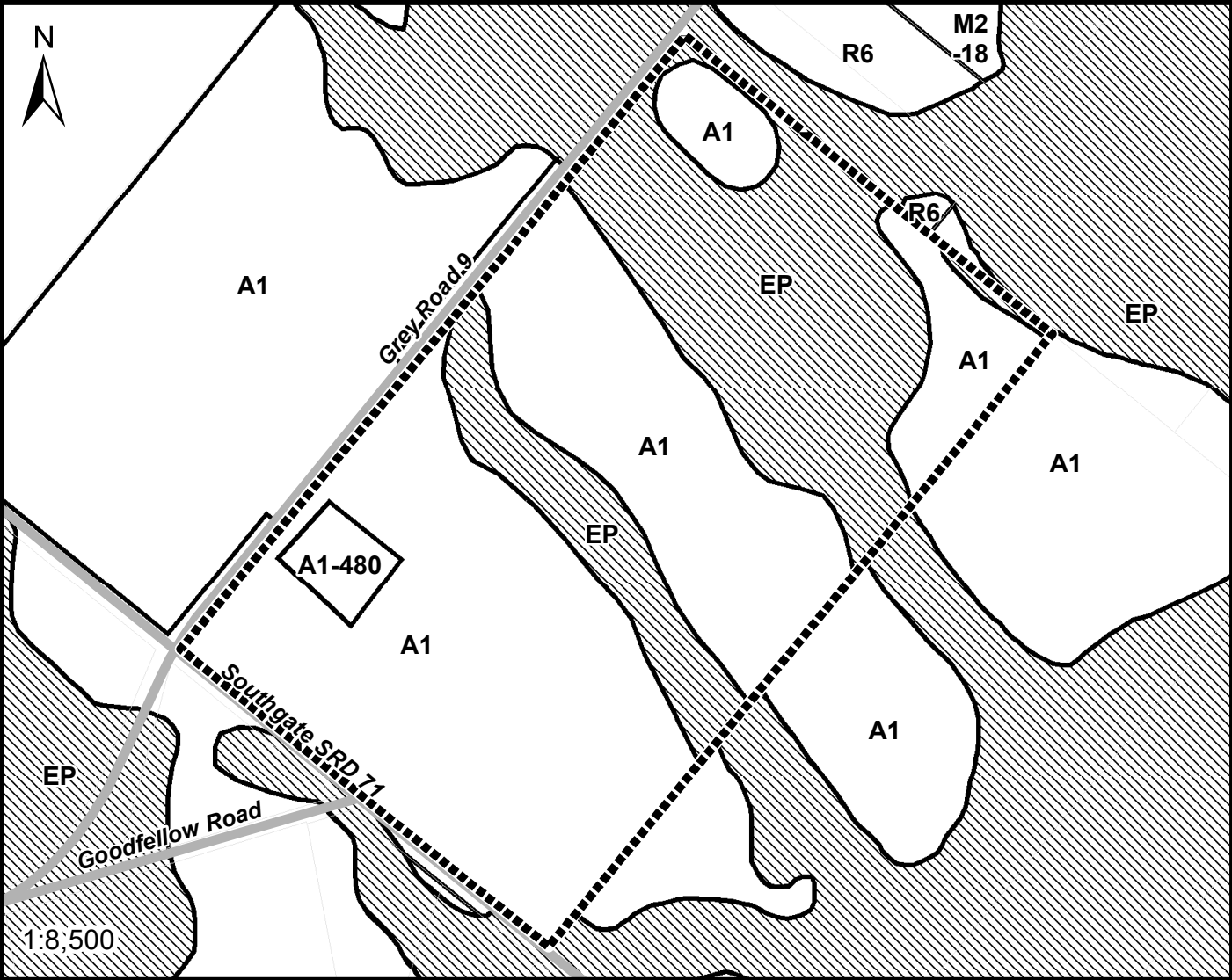
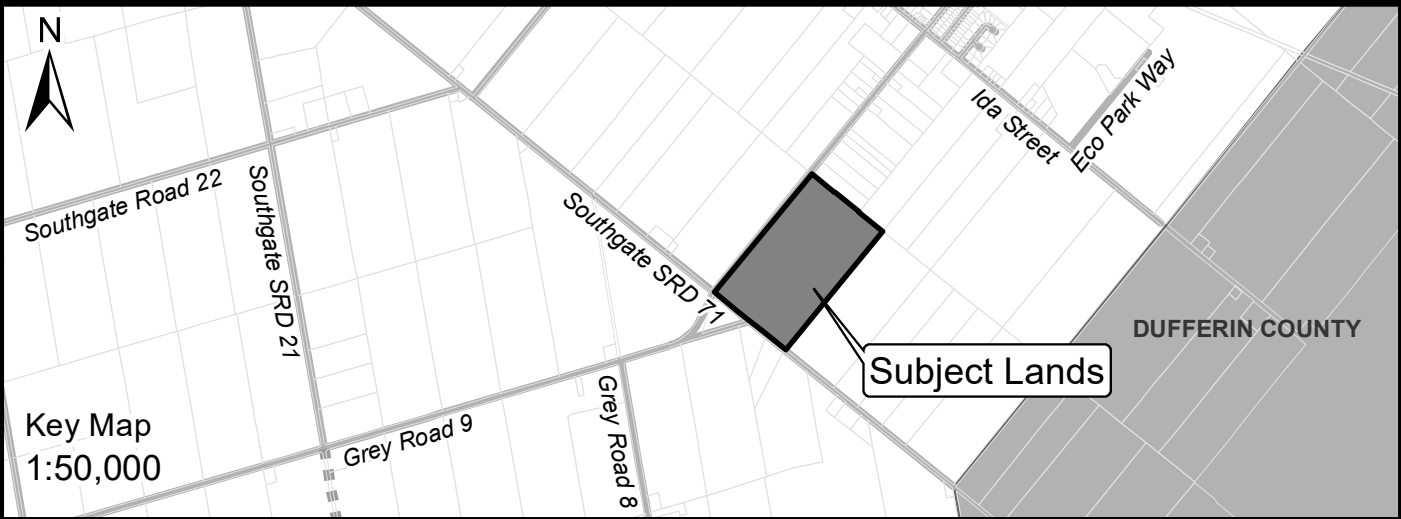
Township of Southgate
(Geographic Township of Proton)

Date Passed: May 19, 2021

Signed: _____

John Woodbury, Mayor

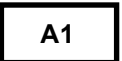
Lindsey Green, Clerk



Legend



Lands subject to amendment



Agricultural



Residential Type 6



Rural Industrial



Environmental Protection



Staff Report PL2021-044

Title of Report: PL2021-044-C3-21 Pallister Farms Livestock Limited
Department: Clerks
Branch: Planning Services
Council Date: May 19, 2021

Recommendation:

Be it resolved that Council receive Staff Report PL2021-044 for information; and
That Council consider approval of By-law 2021-076.

Property Location: 226281 Southgate Road 22



Subject Lands: The subject lands are known as Con. 15, lot 29 W Pt lot 30, Geographic Township of Proton, Township of Southgate. Known municipally as 226281 Southgate Road 22. They are approx. 150 acres in size.

The Purpose of the zoning bylaw amendment is to implement a condition of consent for a proposed new lot by amending the zoning standards for the severed parcel to recognize a reduce lot frontage. The retained lot will prohibit future residential development.

The Effect of the proposed zoning by-law amendment would be to change the zoning symbol on a portion of the property for the severed parcel from Agricultural (A1) to Residential Type 6 exception (R6-482), recognizing the reduced lot frontage. The Retained parcel will be zoned from Agricultural (A1) to Agricultural Exception (A1-483) to prohibit residential development. The Environmental Protection Zone Boundary may be adjusted based on Conservation Authority comments.

Background

A consent application B1-21 was approved March 24 of this year and as a condition of consent a Zoning Bylaw amendment is required to prohibit further residential development on the subject lands and to rezone the residential parcel as Residential Type 6 exception (R6) to recognize any lot size deficiencies. The B1-21 file is available at the following link: <https://www.southgate.ca/en/municipal-services/planning-applications-public-notices.aspx#B1-21-Pallister-Farms-Livestock-Ltd-Associated-with-application-C3-21->

A Public meeting was held virtually on April 28, 2021. Supporting documents and comments posted on the website are available at:

<https://www.southgate.ca/en/municipal-services/planning-applications-public-notices.aspx#C3-21-Pallister-Farms-Livestock-Ltd-Associated-with-application-B1-21->

The comments received include:

The Building Department has no concerns.

The Historic Saugeen Metis have no concerns.

The Public Works Department indicate that it will require a road widening.

The County of Grey indicate that they have no further concerns.

The SVCA indicate the proposal is acceptable to SVCA staff.

No comments were received from members of the public.

Financial Implications:

Staff Review

Staff reviewed this application based on the Planning Act, the Provincial Policy Statement (PPS), Southgate Official Plan and the Zoning By-law.

The Provincial Policy Statement 2020 (PPS)

The PPS has been reviewed in its entirety however only the most relevant policies have been identified below. The subject land would constitute a "Rural Area" under the definition of Rural Area in the PPS. The lands are considered to be prime

agricultural lands. The PPS allows for a variety of uses in the prime agricultural areas which are supported by the following policies:

"2.3.4.1 Lot creation in prime agricultural areas is discouraged and may only be permitted for:

a) agricultural uses, provided that the lots are of a size appropriate for the type of agricultural use(s) common in the area and are sufficiently large to maintain flexibility for future changes in the type or size of agricultural operations;

b) agriculture-related uses, provided that any new lot will be limited to a minimum size needed to accommodate the use and appropriate sewage and water services;

c) a residence surplus to a farming operation as a result of farm consolidation, provided that:

1. the new lot will be limited to a minimum size needed to accommodate the use and appropriate sewage and water services; and

2. the planning authority ensures that new residential dwellings are prohibited on any remnant parcel of farmland created by the severance. The approach used to ensure that no new residential dwellings are permitted on the remnant parcel may be recommended by the Province, or based on municipal approaches which achieve the same objective; and

d) infrastructure, where the facility or corridor cannot be accommodated through the use of easements or rights-of-way."

One of the reasons that a zoning by-law amendment was required as a condition of consent is to address this policy and prohibit residential uses on the retained farm parcel.

With the passage of the proposed zoning by-law the proposal will be consistent with the Provincial Policy Statement.

Township Official Plan

The Township of Southgate Official Plan (OP) designates the subject lands "Agricultural" and "Hazard lands". The OP provides for lot creation policies in section 5.1.2.

"4. New lots created for a residence surplus to a farming operation as a result of a farm consolidation is permitted, provided an implementing zoning by-law is passed which ensures that new residential dwellings are prohibited on any vacant remnant parcel."

This policy clearly allows lots for surplus farm severances provided that they remain small and the by-law is passed restricting residential development on the retained parcel.

The Hazard lands policies are not applicable as the severed parcel is not within or near the hazard lands.

The proposal conforms to the Official Plan Policies.

Zoning By-law

The subject property is currently zoned Agricultural (A1) and Environmental Protection (EP). The proposed amendment would rezone the remnant parcel to A1-483 which will prohibit further residential development. It will also rezone the newly created lot to Residential Type 6 exception 482(R6-482) to recognize the reduced lot frontage. The proposed bylaw implements the policies of the Official Plan and generally meets the intent of keeping as much agricultural land in production as possible. The proposal meets the intent of the Comprehensive Zoning Bylaw and is considered good planning.

Site Inspection A site visit was not conducted for this application.

Conclusions The application is consistent with the Provincial Policy Statement, County of Grey Official Plan and Township official Plan. Staff are supportive of the proposal and recommend the application be approved.

Respectfully Submitted,

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



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

Attachments: None.

The Corporation of the Township of Southgate
By-law Number 2021-076

being a by-law to amend Zoning By-law No. 19-2002, entitled the “Township of Southgate Zoning By-law”

Whereas the Council of the Corporation of the Township of Southgate deems it necessary to pass a by-law to amend Zoning By-law No. 19-2002; and

Whereas pursuant to the provisions of Section 34 of the Planning Act, R.S.O. 1990, as amended, by-laws may be amended by Councils of municipalities;

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

1. Schedule “47” to Zoning By-law No. 19-2002 is hereby amended by changing the zone symbols on a portion of the lands described as Lots 35 and 36 and Pt Lot 37, Concession 3, known municipally as 046509 Southgate Road 04, geographic Township of Proton, in the Township of Southgate as shown on Schedule “A”, affixed hereto, from:

- **Agricultural (A1) to Agricultural Exception -483 (A1-483)**
- **Agricultural (A1) to Residential Type 6 Exception -482 (R6-482)**

2. Section 33 to By-law No. 19-2002 is hereby amended by adding the following Subsections:

“33-483 Con 15 Lot 29 W Pt 30 (Proton)	A1-483 Notwithstanding the provisions of Section 6.1(b), (c), (d),(e) or any other provisions to the contrary, the land zoned A1-483 shall be subject to the regulations of the A1 zone, except the following:
---	--

- a) A single detached dwelling, a bed and breakfast, a home industry and a home occupation shall be prohibited.**

33-482 Con 15 Lot 29 W Pt 30 (Proton)	R6-482 Notwithstanding the provisions of Section 13.2(b), (e) or any other provisions to the contrary, the land zoned R6—482 shall be subject to the regulations of the R6 Zone, except the following:
--	--

- a) The minimum Lot Frontage is 80m
b) The minimum side yard is 3m**

3. Schedule “A” and all other notations thereon are hereby declared to form part of this by-law.

4. This by-law shall come into force and take effect upon being passed by Council subject to any approval necessary pursuant to the Planning Act R.S.O. 1990, as amended.

*** * * * ***

Read a first, second, and third time and finally passed this 19th day of May, 2021.

John Woodbury – Mayor

Lindsey Green - Clerk

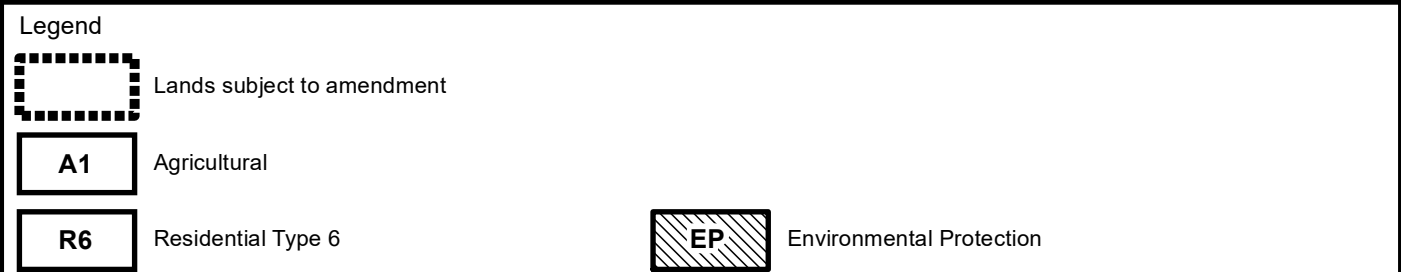
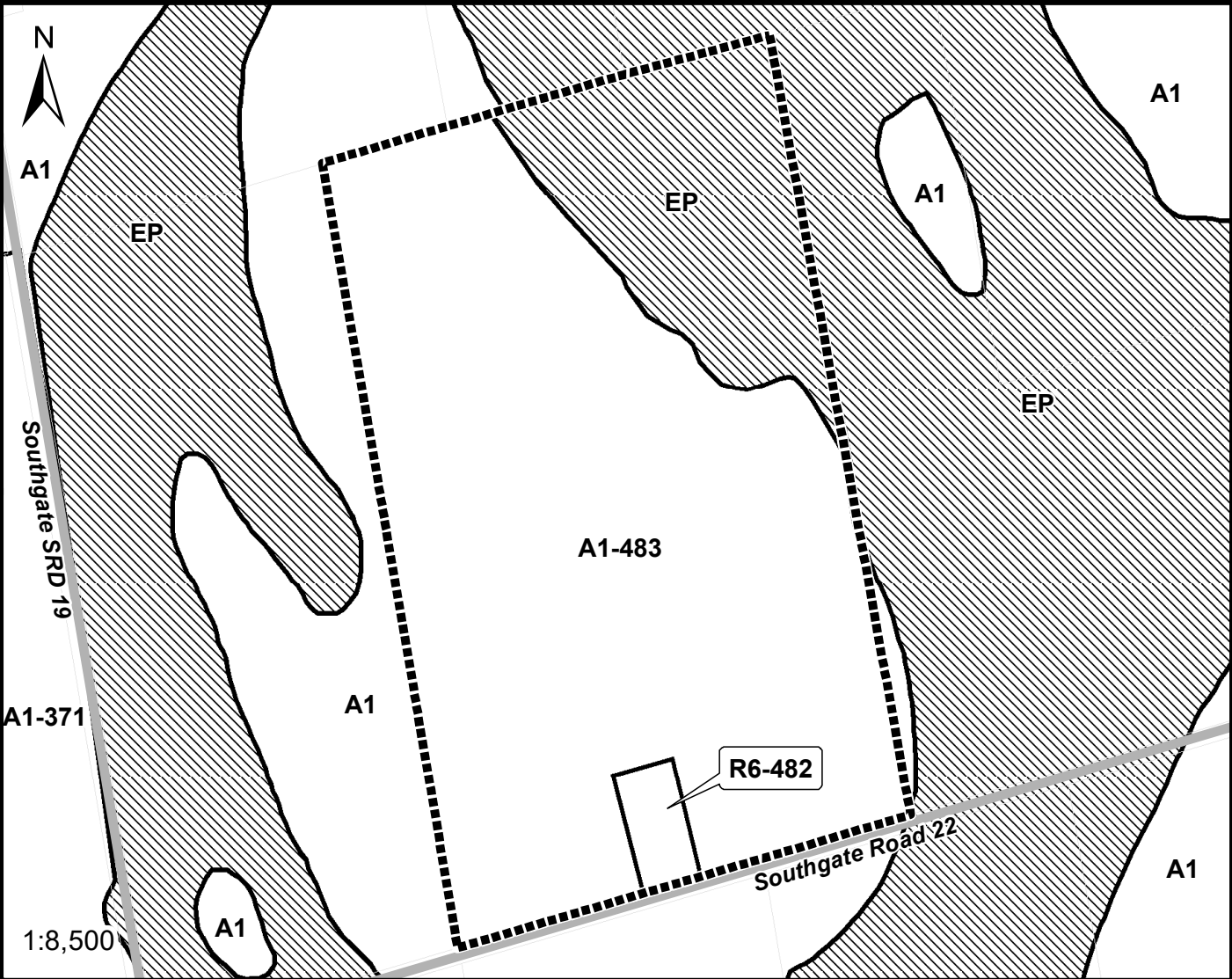
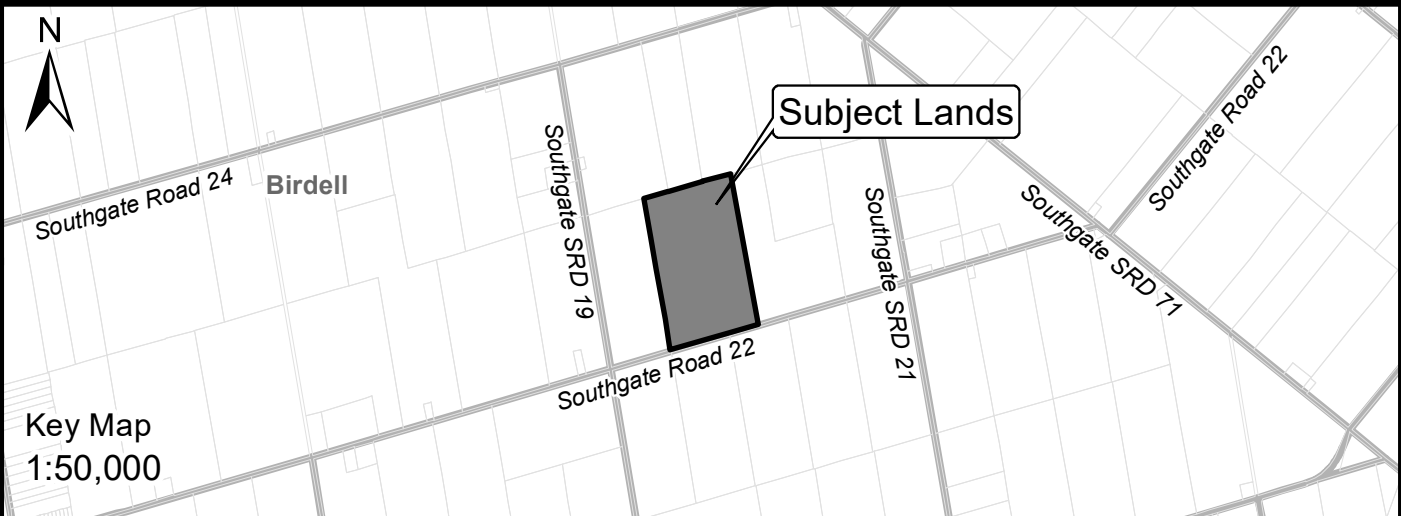
Explanatory Note

This by-law applies only to those lands described as Concession 15, Lot 29 W Pt lot 30, known municipally as 226281 Southgate Road 22, geographic Township of Proton, in the Township of Southgate. The purpose of the zoning by-law amendment is to implement a condition of consent for a surplus farm severance. The effect of the bylaw is to change the zoning symbol on a portion of the property from Agricultural (A1) to an Agricultural Exception (A1-483) to prohibit residential uses on the agricultural parcel. The severed lot will be rezoned to R6-482 which will recognize the reduced lot frontage and reduced side yard of the existing structures, to keep as much agricultural land with the retained farm parcel.

Schedule "A"
By-Law No. 2021-076
Amending By-Law No. 19-2002
Township of Southgate
(Geographic Township of Proton)

Date Passed: May 19, 2021

Signed: _____
John Woodbury, Mayor
Lindsey Green, Clerk





Staff Report PL2021-045

Title of Report: PL2021-045 – ZBA C4-21 Elam and Nancy Martin
Department: Clerks
Branch: Planning Services
Council Date: May 19, 2021

Recommendation:

Be it resolved that Council receive Staff Report PL2021-045 for information; and
That Council consider approval of By-law 2021-077.

Property Location: 260145 Southgate Rd 26



Subject Lands:

The subject lands are described as Con 2 SWTSR, Pt Lots 198 to 200 Geographic Township of Proton and are approximately 28ha (70 acres). The lands have frontage on Southgate Road 26 and Southgate Sideroad 73.

The Proposal

The proposal is to allow for the conversion of the existing outside storage to inside storage. The existing shed will be converted to storage for the existing shop. The outside storage area will be reduced so that the total combined storage complies with

the Official Plan requirements. The existing shop is 647m² and the outside storage is 549m².

The Effect of the proposed zoning by-law amendment would be to change the zone provisions on the subject lands to permit an existing shed to be used for storage of material within the existing Agricultural Exception A1-293 zone (A1-293). Any Environmental Protection Zone Boundary may be adjusted based on Conservation Authority comments.

Background

A Public meeting was held virtually on April 28, 2021. Supporting documents and comments posted on the website are available at:

<https://www.southgate.ca/en/municipal-services/planning-applications-public-notice.aspx#C4-21-Elam-and-Nancy-Martin>

The comments received include:

The Building department indicate that a change of use permit will be required as well as a barrier free washroom if one has not been provided in the past.

The Public Works Department indicate that they have no concerns and that a commercial entrance with paved apron has already been installed.

The County of Grey staff have no concerns with the proposed application.

The SVCA indicate the proposal is acceptable to SVCA staff.

The Historic Saugeen Metis indicate that they have no concerns or objection.

No comments were received from members of the public.

Financial Implications:

The proposal does not represent the construction of more structures. It is merely the conversion of an existing shed to be used as storage for the industrial shop. It is not anticipated that this will have any significant impact on Township Finances.

Staff Review

Staff reviewed this application based on the Planning Act, the Provincial Policy Statement (PPS), Southgate Official Plan and the Zoning By-law.

The Provincial Policy Statement 2020 (PPS)

The PPS has been reviewed in its entirety, however, only the most relevant policies have been identified below. The subject land would constitute "Rural Area" under the definition of the PPS. The PPS allows for a variety of uses in the rural areas:

1.1.4.1 In rural areas located in municipalities:

f) promoting diversification of the economic base and employment opportunities through goods and services, including value-added products and the sustainable management or use of resources;

The PPS supports the diversification of the rural economy. The existing Industrial use supports farming and grows the rural economic base. The alteration of the outside storage will only support this policy. The subject lands are considered as Rural within the PPS; below is a review of those policies.

Section 1.1.5.2 On rural lands located in Municipalities, permitted uses are:

- a) the management or use of resources;
- b) resource based recreational uses (including recreational dwellings);
- c) limited residential development;
- d) home occupations and home industries;
- e) cemeteries; and
- f) **other rural land uses.**

The proposed alteration for outside storage is considered a permitted use and accessory to a permitted use.

Section 1.1.5.3 Recreational, Tourism and other economic opportunities should be promoted.

1.1.5.4 Development that is compatible with the rural landscape and can be sustained by rural service levels should be promoted.

The proposed change will not affect the volume of traffic to the site. It only affects the distribution of inside vs outside storage. The Site Plan Control process will also provide for screening and limitations on the operation to ensure that it remains small scale and blends in with the Rural area.

1.1.5.5 Development shall be appropriate to the infrastructure which is planned or available, and avoid the need for the unjustified and or uneconomical expansion of this infrastructure.

The repurposing of the existing shed is appropriate for the area and the Rural infrastructure currently in place and will not necessitate any expansion of infrastructure.

1.1.5.7 Opportunities to support a diversified rural economy should be promoted by protecting agricultural and other resource-related uses and directing non-related development to areas where it will minimize constraints on these uses.

This policy is directly supportive of Industrial shops and provides advice to the Township to promote them and direct non-agriculturally related uses to other areas of the Township. The alteration to storage facilities in this case is supportive and appropriate.

1.1.5.8 Agricultural uses, Agricultural –related uses, on-farm diversified uses and normal farm practises should be promoted and protected in accordance with provincial standards.

Again, this policy advises the Township to promote and protect agricultural, agricultural related uses and on farm diversified uses. The proposed alteration to the storage on side will support the on farm use by allowing it to storage metal on site without exposing it to the elements causing it to rust.

The definitions of Agricultural use, Agricultural related use and on farm diversified use are provided below from the PPS.

All of the shops being proposed within the Township at the present time fall within one of the three definitions below and are therefore consistent with the definitions within the Provincial Policy. The proposed alteration to the outside storage will not offend these definitions.

Agricultural use "means the growing of crops, including nursery, biomass, and horticultural crops; raising of livestock; raising of other animals for food, fur or fibre, including poultry and fish; aquaculture; apiaries; agro-forestry; maple syrup production; and associated on-farm buildings and structures, including, but not limited to livestock facilities, manure storages, value retaining facilities, and accommodation for full time farm labour when the size and nature of the operation requires additional employment."

Agricultural related uses: means those farm uses related commercial and farm related industrial uses that are directly related to farm operations in the area, support agriculture, benefit from being in close proximity to farm operations, and provide direct products and or services to farm operations as a primary activity.

On farm diversified uses: "means uses that are secondary to the principal agricultural use of the property, and are limited in area. On-farm diversified uses include, but are not limited to, home occupations, home industries, agri-tourism uses, and uses that produce value added agricultural products."

The alteration to the outside storage is permitted in the above definitions and considered appropriate given that it reduces the visual impact of the storage itself and supports the business by keeping its stock dry.

Minimum Distance Separation (MDS)

Regarding MDS, It is not applicable in this instance and will not affect any barns within the area.

Based on the above, the proposal appears to be consistent with the PPS.

Township Official Plan

The Township of Southgate Official Plan (OP) designates the subject lands "Rural" and "Hazard lands". The OP provides for small scale commercial and industrial uses on properties greater than 20ha to a maximum of 750m² in size. The maximum outside storage is 500m² in addition to the 750m² building size. The proposal is to amend the provisions in the bylaw so that the currently approved 549m² of outside storage would be reduced to 233m² and then the 361.86m² shed would be recognized as for storage only within the bylaw. The total indoor and outdoor storage would be 595m². The shop including the office and power room size that is currently approved is 647m². No changes are proposed to this shop size.

The Official Plan defines Small Scale on parcels larger than 20 hectares as: a maximum structure size of 750m² and a maximum outdoor storage display area of 500m² will be permitted. If the structure is less than 750m², the outside display area may be increased, so that the combined outside display area and structure does not exceed 1250 square meters.

The proposal would still meet these size requirements and therefore this definition. The proposal is therefore considered small scale under the policies of the Township Official Plan.

The Township Official Plan section 5.2.1 Rural designation permitted uses include the following:

"iv. small scale commercial and industrial uses;"

As noted above, the proposal meets the Official Plan Definition of Small Scale and is therefore considered a permitted use in the Rural Designation.

Section 5.2.3 Development Policies

"5. For new or expanding small scale commercial and industrial uses, where the parcels are greater than 20 hectares, a maximum structure size of 750 square metres and a maximum outdoor storage size of 500 square meters will be permitted. Where the maximum structure size is less than 750 square metres, more outdoor storage space will be permitted up to a combined maximum of 1250 square metres. For those parcels less than 20 hectares, a maximum structure size of 250m² and a maximum outdoor storage area of 750m² will be permitted. The applicant must demonstrate that the proposed use is not better suited in a designated settlement area. These uses will only be permitted, subject to satisfying the Development Policies as outlined in this Section. Council may, in future limit the commercial or industrial use through the implementing zoning By-law Amendment.

6. That the location of the non-farm use imposes no operating constraints to an existing farm operation. Any non-farm land use must comply with the Minimum Distance Separation Formulae."

The proposal is consistent with the Development policies of the Official Plan and will blend in with the Rural landscape. The use of the shed will not change the character of the area and makes efficient use of existing structures.

Zoning By-law

The proposed zoning by-law amendment would amend the provision of the zoning by-law to allow a portion of the outside storage to be located within an accessory storage structure. All other provisions of the by-law shall continue to apply.

Conclusions

Based on the above policy review and the information provided and comments received, the proposal is consistent with the Policies of the Provincial Policy Statement, The County of Grey Official Plan, The Township of Southgate Official Plan. The proposed zoning by-law amendment should therefore be approved and is considered appropriate for the area and good land use planning.

Respectfully Submitted,

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



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

Attachments: None.

The Corporation of the Township of Southgate
By-law Number 2021-077

being a by-law to amend Zoning By-law No. 19-2002, entitled the
"Township of Southgate Zoning By-law"

Whereas the Council of the Corporation of the Township of Southgate deems it necessary to pass a by-law to amend Zoning By-law No. 19-2002; and

Whereas pursuant to the provisions of Section 34 of the Planning Act, R.S.O. 1990, as amended, by-laws may be amended by Councils of municipalities;

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

- 1. **That** this bylaw shall apply to the lands described as Con 2 Pt lot 198,199,200,RP 16R9480 Pt 1, geographic Township of Proton, in the Township of Southgate. Further described as 260145 Southgate Road 26 and shown on Schedule "A", affixed hereto.
- 2. **That** Section 33 to By-law No. 19-2002 is hereby amended by replacing section 33.293 with the following:

"33-293 Con 2 SWTSR Pt Lot 198, 199,200 (Proton)	A1-293	Notwithstanding the provisions of Section 6.0 or any other provisions to the contrary, the land zoned A1-293 shall be subject to the following regulations: <ul style="list-style-type: none">a) The minimum lot area is 28ha.b) In addition to the A1 zone permitted uses the following uses shall be permitted.<ul style="list-style-type: none">i) Small scale Industrial use shop including , Metal, woodworking and plastic work.c) The use shall remain secondary to the principle use of the property, being an agricultural use.d) The maximum combined size of the work shop use including power room and office shall be 647m².e) The maximum size of all storage, inside and out shall not exceed 595m². Inside storage spaces shall be clearly identified on the site plan and have no processing equipment present.f) All outside storage shall be screened from view by way of fencing or landscaped buffer.g) The shop shall be setback a minimum of 56m from the Front lot line being Southgate Road 26.h) The shop shall be setback a minimum of 99m from any side lot line. ", and
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- 3. **That** Schedule "A" and all other notations thereon are hereby declared to form part of this by-law; and

4. **That** this by-law shall come into force and take effect upon being passed by Council subject to any approval necessary pursuant to the Planning Act R.S.O. 1990, as amended.

Read a first, second, and third time and finally passed this 19th day of May 2021.

John Woodbury, Mayor

Lindsey Green, Clerk

Explanatory Note

This by-law applies only to those lands described as Concession 2, Pt Lot 198,199,200, RP16R9480 Pt 1, geographic Township of Proton, in the Township of Southgate. The purpose of the by-law amendment is to allow for the storage of material inside instead of only outside. It also removes the provision limiting the number of employees which Council and the Official Plan no longer require. The shop will be 647m² including office and power room. The outside and inside storage area will be limited to 594m² in area.

The effect of the proposed zoning by-law amendment would be to change the existing zone provisions of the Agriculture exception zone (A1-293) to allow for the alteration to the outside storage.

The Township of Southgate Official Plan designates the subject lands Rural and Hazard lands.

The Corporation of the Township of Southgate
By-law Number 2021-071

being a by-law to appoint a Municipal Bylaw Enforcement Officer for
the Township of Southgate in accordance with Section 15 of The Police
Services Act RSO 1990 Chapter 10

Whereas Section 15 of the Police Services Act, R.S.O. 1990, c.15 authorizes Council of any municipality to appoints Municipal Law Enforcement Officers who shall be peace officers for the purposes of enforcing by-laws of the municipality; and

Whereas Section 227 of the Municipal Act, 2001, S.O. 2001, c. 25, authorizes Councils to pass by-laws for appointing such officers and employees as may be necessary for the purposes of the Corporation, for carrying into effect the provisions of any by-law of the Council; and

Whereas the Council of The Corporation of the Township of Southgate deems it necessary to appoint Municipal Enforcement Officers for the Township of Southgate for the purpose of enforcing municipal bylaws,

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

1. **That** Aaron Ryckman be appointed as a Municipal By-law Enforcement Officer for the Township of Southgate; and
2. **That** this by-law shall come into force and effect on the date of passage hereof.

Read a first, second and third time and finally passed this 19th day of May, 2021.

John Woodbury – Mayor

Lindsey Green - Clerk

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

BY-LAW NUMBER 2021-072

being a By-law to adopt a "By-law On Call Policy"
known as Policy Number 88

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

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

Whereas the Council of The Township of Southgate has deemed it desirable to adopt a policy with respect to on call by-law staff members,

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

1. **That** the "By-law On Call Policy" known as Policy No. 88, attached hereto as Schedule A is hereby adopted; and
2. **That** this by-law shall come into force and effect on the date of its passing.

Read a first, second and third time and finally passed this 19th day of May, 2021.

John Woodbury – Mayor

Lindsey Green – Clerk



By-Law Enforcement On-Call Policy

Purpose

The purpose of this policy is to clearly define the compensation, responsibilities and procedures for By-Law Enforcement staff when required to be on call and respond to after hours calls.

Policy Scope

This Policy applies to all Township employees that are By-Law enforcement officers.

1. Compensation

The compensation for the By-Law Enforcement officer that is on-call is as follows:

- a. One (1) hour of pay per day paid at the regular hourly rate (known as "Standby Pay") for the scheduled employee regardless of whether they are called in or not. This time can be used within one (1) pay period or paid out. This time will not impact on the calculation of overtime/banked time.
- b. If called out, compensation will be 2 hours minimum or the time worked including travel to and from the location of the call, whichever is greater plus mileage at the quarterly mileage rate. The time can be banked or paid at a rate time and one-half regardless of "regular" hours worked throughout the week; the officer will specify on their timesheet if it is banked time or paid time.

2. On Call Schedule

- a. A rotational schedule will be posted a minimum of three (3) months at a time.
- b. The on-call schedule will be for weekends only (Friday at 4pm until Monday at 7:30am; with the exception of holidays – see below).
- c. Statutory Holidays will be covered by the officer scheduled to be on-call for that weekend. Statutory Holidays should be divided out equally between staff.
- d. This is a seasonal after-hours service offered from April 1st to November 30th each calendar year focused at responding to outdoor complaints.

3. By-Law Enforcement Officer Duties

The By-Law Enforcement Officer on call must:

- a. Carry the By-Law cell phone and return calls and/or messages within one hour.
- b. Be available to respond to in-person within one hour after the phone call is returned.
- c. Record all actions taken while on call (example phone call conversations, in-person visit details, etc.)
- d. Notify Chief Building Official immediately if unable to be available for scheduled on-call duties for a justified reason (example sickness or family emergency).
- e. Follow all safety protocols listed in Section 5 of this Policy.

4. Chief Building Official Duties

The Chief Building Official must:

- a. Create the rotational schedule and post a minimum of three (3) months in advance.

TOWNSHIP OF SOUTHGATE

Policy # 88

By-Law Enforcement Personnel Policy

Approved: May 19, 2021



-
- b. Assist the officers to alter the schedule if conflicts occur.
 - c. The CBO will be part of the rotating On-Call By-law Enforcement weekend schedule.

5. Safety Protocols

When responding to after hours calls in person, officers must:

- a. Use best judgement of the situation to determine if responding alone is safe.
- b. If the situation is not determined safe, police must be called to assist the officer and/or respond instead of the officer.

6. Discipline

Employees that do not follow all sections of this policy will be subject to disciplinary actions.



Staff Report FIN2021-013

Title of Report: FIN2021-013 Financial Report – March 2021

Department: Finance

Council Date: May 19, 2021

Recommendation:

Be it resolved that Council receive Staff Report FIN2021-013 Financial Report – March 2021 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 3, 2021, Council received Staff Report FIN2020-006 2021 Budget and approved a 2021 Budget which had a requirement from taxation of \$7,990,301, which was estimated to have a blended tax rate increase of 1.5%, based on assumed County and Education tax rate impacts.

On July 8, 2020, Council passed By-law 2020-072 which set the water and wastewater rate structure for 2021 to 2026 which lowered the fixed rate charge and increased the variable rate charge.

Staff Comments:

Staff has prepared a financial report for the 3 months ended March 31, 2021. Explanations of the more significant variances is provided in Attachment 1.

Financial Implications:

For the 3 months ended March 31, 2021, the tax-supported department surplus is \$179,616.67 and the non-tax department deficit is \$12,159.66.

In comparison, for the 3 months ended March 31, 2020, the tax-supported department surplus was \$265,358.06 and the non-tax department surplus is \$79,268.90.

With additional transfers to/from tax/rate stabilization reserves, the 2021 surplus/deficit is anticipated to be \$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 3 months ended March 31, 2021, the tax-supported department surplus is \$179,616.67 and the non-tax department deficit is \$12,159.66.

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 3 months ended March 31, 2021

Staff Report FIN2021-013 Financial Report - March 2021
Attachment 1

		2020	2021	March		Variance		
		Actual	Annual Budget	YTD Budget	YTD Actual	%	\$	Comments
Tax-Supported:								
Revenues								
General Taxation		7,605,884.04	7,990,301.00	3,995,152.00	3,995,152.00	100.0%	-	
General Revenues		7,506,477.28	7,306,754.00	3,000,676.00	3,041,572.67	101.4%	40,896.67	Grant (COVID-19) \$39k; Penalties & Int \$15k
Administration, Finance, and Clerks		23,407.95	92,680.00	2,712.00	15,357.55	566.3%	12,645.55	Misc Rev [Tax Recovery Costs] \$13k
Council		-	-	-	-		-	-
Transit		55,100.00	-	-	-		-	-
Fire		159,568.69	130,152.00	35,536.00	39,849.22	112.1%	4,313.22	Call-out Fees \$8k; Melancthon (\$10k) [timing]; Donations \$4k
Police		14,953.52	6,640.00	6,640.00	-	0.0%	(6,640.00)	RIDE Grant [Timing] (\$6k)
Conservation Authority		-	-	-	-		-	-
Building		597,389.12	435,000.00	113,800.00	146,138.50	128.4%	32,338.50	Fees \$32k
Other Protective Services		26,140.00	56,300.00	31,348.00	29,475.00	94.0%	(1,873.00)	Canine: Dog Tags \$4k Property Stds: Contr from Res [COVID-19] (\$6k)
Roads		98,005.69	85,300.00	4,452.00	4,190.43	94.1%	(261.57)	-
Solid Waste		242,599.66	211,600.00	30,996.00	18,929.81	61.1%	(12,066.19)	Tsfr Station Rev (\$13k); Landfill (\$8k); Recycling \$9k
Health Services		212,946.12	34,700.00	1,599.00	1,800.00	112.6%	201.00	-
Cemetery		36,605.28	40,440.00	1,901.00	3,995.00	210.2%	2,094.00	Plots \$3k
Recreation		337,953.34	367,955.00	67,775.00	8,451.88	12.5%	(59,323.12)	Olde Town Hall (\$2k); Swinton Park (\$1k)
								Melancthon Rev (\$1k) [timing]; F Mac Rev (\$2k)
								Auditorium (\$2k); Ice Rental (\$42k); Floor (\$3k); Other Rev (\$4k)
Library		264,207.03	269,047.00	871.00	-	0.0%	(871.00)	-
								-
Planning		284,787.25	156,819.00	17,958.00	26,189.35	145.8%	8,231.35	Fees \$8k
Industrial Land		(7,000.00)	1,285,000.00	150,000.00	-	0.0%	(150,000.00)	Land Sale (\$150k)
Agriculture		230,397.50	227,570.00	501.00	310.00	61.9%	(191.00)	-
Economic Development		-	-	-	-		-	-
Total Revenues		17,689,422.47	18,696,258.00	7,461,917.00	7,331,411.41	98.3%	(130,505.59)	

Attachment 1

		2020	2021	March		Variance		Comments
		Actual	Annual Budget	YTD Budget	YTD Actual	%	\$	
Tax-Supported:								
Expenses								-
General Taxation		-	-	-	-		-	-
General Revenues		6,510,592.86	6,001,337.00	2,753,482.00	2,788,825.24	101.3%	35,343.24	Cont to Res [COVID-19] \$39k
Administration, Finance, and Clerks		1,170,777.27	1,318,081.00	363,405.00	359,731.98	99.0%	(3,673.02)	Finance: Contracted Svcs [Tax Recovery Costs] \$7k; Insurance \$28k [timing]; Postage (\$8k) [timing]; Tax Adj (\$5k) Admin: Wages (\$10k) [timing] Clerks: Wages (\$8k)
Council		178,325.85	200,640.00	50,325.00	40,582.20	80.6%	(9,742.80)	Wages (\$6k); Conferences (\$2k)
Transit		87,938.79	33,069.00	20,000.00	20,000.00	100.0%	-	-
Fire		586,391.43	693,571.00	83,819.00	68,176.21	81.3%	(15,642.79)	Wages (\$3k); Truck Repairs (\$5k); Training (\$5k)
Police		1,174,351.82	1,200,978.00	303,352.00	303,177.75	99.9%	(174.25)	-
Conservation Authority		112,458.19	119,138.00	58,997.00	61,597.50	104.4%	2,600.50	Wages (\$23k); Legal \$5k; Training (\$5k)
Building		597,389.12	435,000.00	86,139.00	59,624.49	69.2%	(26,514.51)	Wages (\$23k); Legal \$5k; Training (\$5k)
Other Protective Services		99,162.54	144,227.00	37,980.00	23,277.53	61.3%	(14,702.47)	Property Stds: Wages (\$6k); Legal (\$2k)
Roads		3,797,892.68	4,151,932.00	435,249.00	394,337.62	90.6%	(40,911.38)	Vegetation Mtce \$26k; Surface Mtce \$16k; Winter Mtce (\$69k); Signage \$10k; Works Depot \$10k; Equip Mtce (\$37k) [timing]
Solid Waste		1,062,092.73	1,022,100.00	203,105.00	172,699.28	85.0%	(30,405.72)	Admin (\$5k); Hazardous Waste (\$3k); Tsfr Station (\$6k); Landfill (\$6k); Recycling (\$3k)
Health Services		286,696.12	110,650.00	-	-		-	-
Cemetery		50,718.33	63,015.00	423.00	1,276.23	301.7%	853.23	-
Recreation		816,363.94	822,900.00	113,674.00	67,025.90	59.0%	(46,648.10)	Mt Forest Payment (\$13k) [timing]; Holstein Park (\$2k); Hopeville Park (\$3k)
								F Mac (\$2k); Campground \$2k
								Admin (\$10k); Plant/Surface (\$6k); Ice Machine (\$6k); Main Floor (\$9k); Auditorium \$5k
Library		538,371.03	548,068.00	63,614.00	45,553.40	71.6%	(18,060.60)	-
								Wages (\$10k); Training (\$3k); Bldg Mtce (\$2k)
Planning		341,088.18	233,982.00	30,740.00	27,359.04	89.0%	(3,380.96)	Wages (\$4k)
Industrial Land		31,668.07	1,285,000.00	150,000.00	6,774.97	4.5%	(143,225.03)	Cont to Res \$150k
Agriculture		221,187.15	228,070.00	7,627.00	11,766.50	154.3%	4,139.50	Tile Drain P&I \$4k
Economic Development		25,956.37	84,500.00	-	22.90		22.90	-
Total Expenses		17,689,422.47	18,696,258.00	4,761,931.00	4,451,808.74	93.5%	(310,122.26)	
Prior year (Surplus) Deficit - tax supported		-	-	(2,699,986.00)	(2,879,602.67)	106.7%	(179,616.67)	
Current YTD (Surplus) Deficit - tax-supported		-	-	(2,699,986.00)	(2,879,602.67)	106.7%	(179,616.67)	

Attachment 1

		2020	2021	March		Variance		
		Actual	Annual Budget	YTD Budget	YTD Actual	%	\$	Comments
Non-Tax-Supported:								
Revenues								
Sanitary Sewers		906,570.87	919,000.00	152,334.00	129,426.87	85.0%	(22,907.13)	Billings (\$23k)
Water		1,067,995.42	1,057,572.00	122,834.00	106,989.21	87.1%	(15,844.79)	Billings (\$16k)
		1,974,566.29	1,976,572.00	275,168.00	236,416.08	85.9%	(38,751.92)	
Expenses								
Sanitary Sewers		906,570.87	919,000.00	64,201.00	38,658.41	60.2%	(25,542.59)	Lagoon (\$17k); Admin (\$7k)
Water		1,067,995.42	1,057,572.00	90,403.00	89,353.33	98.8%	(1,049.67)	Admin \$17k; Service (\$6k); Wells (\$11k)
		1,974,566.29	1,976,572.00	154,604.00	128,011.74	82.8%	(26,592.26)	
Current YTD (Surplus) Deficit - non-tax-supported		-	-	(120,564.00)	(108,404.34)	89.9%	12,159.66	



Staff Report PW2021-023

Title of Report: PW2021-023 Department Report
Department: Public Works
Branch: None
Council Date: May 19, 2021

Recommendation:

Be it resolved that Council receive Staff Report PW2021-023 for information.

Background:

Public Works Department update

Staff Comments:

Transportation and Public Safety:

1. Staff circulated a TAPS questionnaire to operators regarding Construction and Maintenance Crews and Summer Hours, 10-hour workdays. The results indicate that there was no uptake/interest in 10-hour work days with Mondays or Fridays off. Comments also had concerns of heat fatigue, some very physical work, getting "burnt out". Inter depot COVID separation was also mentioned as a concern and recognized as valid points. Majority like the past summer hours schedule and benefit of Friday afternoon off after winter season. Only 2 operators signed up for Brushing Team and this will be filled and scheduled with those operators for duties on a rotating basis. At this time for the Summer of 2021, the current summer hours practice of Monday to Thursday 9 hour shifts and a 4-hour Friday shift will be followed. Next steps will be to provide a report to be received at a future Personnel Committee meeting for discussion. This information will also contain other Grey County municipalities summer work hours schedules.
2. During excavation for the sanitary sewer main installation by Moorefield Excavating for servicing the Flato-Glenelg development in the Keppel Street Right of Way (ROW) adjacent to the Grey County Dundalk Depot, buried materials from past ownership practices unearthed empty barrels, steel culverts, guiderail sections, tires and other debris. The soil materials were left stockpiled and Township staff-initiated Rubicon Environmental to complete testing and analysis of the soils and an environmental report. The testing analysis indicated no environmental impairment within the soils and meets the applicable Ontario Regulation 511/09 for Industrial/Commercial Land Use with Coarse Textured Soil in Potable Groundwater Condition, Table 2.

Working together with Grey County staff, a plan was implemented with 2 Township roll off containers placed for sorting and removal of steel (9,080 pounds) and approximately 105 tires, with County backhoe and operator, The Hopeville loader and 5 Grey County triaxle dump trucks and 4 Southgate tandem dump trucks, for a total of 110 loads were taken to the Egremont Landfill, 39 County loads and 71 Southgate loads for 1,299 tonnes of soil materials for application of landfill covering.

3. The Sideroad 41 60 km/h speed zone signage was installed as per Southgate By-law 2020-142 December 2, 2020, and PW Staff Report -057 :
That when any highway or portion of highway set out below is marked in compliance with the regulations under the Highway Traffic Act, the maximum rate of speed thereon shall be 60 (sixty) kilometers per hour:
b) Southgate Sideroad 41 from Southgate Road 08 (westerly section) 3.2 kilometers south turning into Sligo Road;
4. The Public Works Foreman was called out by OPP on Tuesday May 11, 2021 at 9pm to close Southgate Road 22 from Grey Road 14 to Southgate Sideroad 13. The Public Works Manager was contacted by OPP on Wednesday May 12, 2021 at 1:20am to clear debris on road. An operator was called in to clean up and clear the road and was reopened at approximately 3:35am.
5. Maintenance gravel and calcium applications will be restarted again the week of May 17, 2021.

Water and Wastewater:

1. Triton Engineering submitted the Foley Drain Assimilative Capacity Study to the Ministry of Environment, Conservation and Parks (MECP) in addressing the Dundalk Wastewater Environmental Assessment (EA) process.
2. The Dundalk wastewater treatment facility began discharging effluent on May 2, 2021, after in-house testing of unionized ammonia results were in compliance levels, the plant has been shut down since March 5th.
3. Temporary potable watermain connections were made to residences affected with the new Grey/Glenelg Street watermain upgrade installation on May 11, 2021.

Waste Resources and Diversion Management:

1. Data Call reporting for Blue Box funding was submitted on April 30, 2021.
2. Residents are reminded to have their carts out for collection by 7am on the day of their collection. Routes are growing and a second truck is sometimes being deployed earlier to accommodate operations and 3 collection trucks are mobilizing on Wednesdays typically Route 3, for the Flato development areas cart collections.

Cemetery:

1. Staff have had discussions with Rock Compact Excavating who were awarded the Dundalk Maple Grove Cemetery grave opening and closing at a cost of \$800.00 at the March 3, 2021 Council Meeting.

With the staff change that occurred for Operator/Cemetery Caretaker, for an extended 6-month period, the current caretaker has the skills to operate a rented mini excavator for opening and closing graves. We have now done 2 burials in this manner. Also explained to the contractor was the Fees and Charges will need to be increased to cover these costs which is scheduled for July. The contractor was concerned our work may not be to his standard and did not want to be associated if there were concerns of workmanship.

The contractor sent email correspondence with the following:

Good morning,

This email is in regards to the cemetery burial contract that I Cooper Sturrock of Rock Compact Excavating out of Flesherton tendered a few months back.

I would like to withdraw my tender that I submitted and was awarded, due to the contract I agreed upon unexpectedly changing on the municipality's end. Please make it public knowledge that Rock Compact excavating is no longer in charge of the burials at maple grove cemetery, so that I am not liable in the public's eye if anything is not done to the standards of which it should be. Thank you,

Staff have accepted his withdrawal of services and may have to look for winter retendering for alternative for burials if Caretaker is busy with snow operations.

Rental and delivery and pick up for mini excavator is \$415.00 plus HST.

Financial Implications:

The unexpected soil disposal from the Keppel ROW sanitary main installation will be offset in the Roads Operation budget. The Rubicon Environmental report was completed at a cost of \$15,792.77 including HST and will be charged to Roads Miscellaneous.

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 PW2021-023 for information.

Respectfully Submitted,

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

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

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

Attachments: None



Staff Report PW2021-025

Title of Report: PW2021-025 Egremont Landfill Amended
Environmental Compliance Approval
Department: Public Works
Branch: Waste Resources and Diversion Management
Council Date: May 19, 2021

Recommendation:

Be it resolved that Council receive Staff Report PW2021-025 for information.

Background:

Staff received the signed amended Egremont Landfill ECA Number A261602 Issue Dated May 8, 2021, after review and consultation with GM BluePlan Engineering and the Ministry of Environment, Conservation and Parks (MECP). The amended ECA includes some changes to Trigger Mechanisms and Contingency Plans and sampling program modifications.

Staff Comments:

The new amended Egremont Landfill ECA incorporating the following and changes in blue:

- Definition and additions reflecting the recently new Excess Soils Ontario Regulation 406/19 throughout the document.
- Landfilling Operations:
 - 15. The landfill shall be developed, operated and maintained in accordance with the plans and specifications in the documents listed in Schedule "A", including the relocation of historical fill within the Footprint and the staged deposition of waste in the Footprint according to the Plan of Development & Operations Report Addendum No. 1 document noted in Item 22 in Schedule "A".
 - 17.(b) Wastes may only be disposed of within the 3.3 hectare Footprint as described in the Plan of Development & Operations Report Addendum No. 1 document noted in Item 22 in Schedule "A".
- Operations:
 - 25. The normal operating hours of the Site, shall not exceed 9:00a.m. to 5:00p.m., Monday to Saturday. The Site shall be closed on Sundays and Statutory Holidays. The Site may open two hours earlier and two hours later than the waste disposal operating hours for maintenance and placement of cover. These hours of operation may be temporarily adjusted in writing by the District Manager.

- Operational Cover:

27. Wastes shall be compacted and then covered with a minimum of 15 centimetres of operational cover at the end of each operating day.

- Cover Materials Allowed for Daily and Intermediate Cover

28. (a) The following materials may be used as operational cover:

- soils and granular soils;
- subject to Conditions 29.1, 29.2, 29.3, and 29.4, of this Approval, non-hazardous excess soil;
- wood chips;
- non-hazardous foundry sand;
- compost imported to the Site; and
- processed material described in Conditions 52(2) and 52(3) below.

- Use of Excess Soil as Cover

29.1 Solid non-hazardous excess soil may be used for daily/intermediate cover but only on slopes where surface water drainage is into the waste fill and isolated from any storm water collection system.

29.2 The Owner shall keep a record of the delivery of all excess soil to the Site. The record shall include the following information as a minimum:

- The name and Approval number of the hauler;
- The name and address of the generator of the excess soil and the source of the excess soil delivered;
- The date and time of delivery;
- Analytical test results of the excess soil, conducted prior to delivery to the Site by a professional engineer, geoscientist or other qualified person, that is independent of the generator and the hauler; and
- If the excess soil was a characteristic waste but had been properly treated to remove the characteristic waste designation prior to receipt at the Site, a copy of the Land Disposal Restrictions notification form required by Regulation 347 along with a statement that such excess soil was not "leachate toxic waste" as defined in Regulation 347.

29.3 The volume of excess soils stored at the Site shall not exceed the quantity required for three months use.

29.4 Excess soil for use as cover shall be stockpiled within the 3.3 hectare Footprint.

- Monitoring

36. (1) The Owner shall monitor groundwater, surface water and landfill gas at the Site according to Schedule "B".

(2) Changes to the monitoring plans for the Site shall be submitted to the District Manager for review by regional technical support staff prior to submission to the Director for approval.

(3) Changes to the monitoring plans for which the Owner has received written concurrence from the District Manager shall be submitted to the Director for approval prior to implementation.

•Trigger Mechanisms and Contingency Plans

39. The Owner shall ensure that the reasonable use criteria outlined in the Reasonable Use Guideline are met at the Site property line.

40. The Owner shall abide by the following trigger mechanisms for groundwater in accordance with the document entitled Trigger Mechanism & Contingency Plan (Revised) dated April 2018 noted in Item 22 in Schedule "A" and the correspondence described in Item 23 in Schedule "A":

Compare Site boundary downstream groundwater quality to the reasonable use criteria (RUC) using the method specified in Reasonable Use Guideline B-7. The background value used in the RUC calculation for each trigger parameter shall be the 95th percentile background concentration from historic sampling events. Trigger parameters are to include chloride, sodium, iron, alkalinity, DOC, barium and boron. The trigger level for each parameter shall be 80% of the RUC, or where the indicator parameter is naturally elevated (i.e. RUC is less than background) the trigger level for that parameter shall be the 95th percentile background concentration, for monitoring locations that are less than 50 metres from the property boundary.

(iv) If contingency measures are needed, the Owner shall submit detailed plans, specifications and descriptions for the design, operation and maintenance of the contingency measures, and a schedule of implementation, to the District Manager for review by regional technical support staff prior to submission to the Director for approval, and shall initiate/implement the contingency measures within a reasonable time following approval by the Director. A summary of the results of this monitoring and any trigger/contingency action taken, shall be reported in the subsequent Annual Monitoring Report.

41. (a) The Owner shall carry out the monitoring program to determine compliance with the trigger mechanism for surface water at downstream surface water sampling locations. The Owner shall abide by the following trigger mechanisms for surface water, in accordance with the document entitled Trigger Mechanism & Contingency Plan (Revised) dated April 2018 noted in Item 22 in Schedule "A" and the correspondence described in Item 23 in Schedule "A":

- (i) Trigger Monitoring Locations_– Trigger and compliance monitoring locations shall be at the downstream sampling station identified as SW1, as listed in Table B-1 of Schedule "B" in this Approval.
- (ii) Trigger Parameters and Level/Criteria – The trigger parameters for surface water shall include alkalinity, chloride, sodium, barium, boron and iron. The trigger level for downstream surface water quality shall:
 - Be equivalent to surrogate values previously established for the Site;
 - Where a PWQO exists, be the higher of 75% the PWQO or the background surface water quality; or
 - For parameters in which a PWQO value does not exist and a surrogate value has not been previously established, be based on the groundwater trigger level or the background concentration in groundwater.

Using this approach, the trigger levels for surface water are as follows:

Alkalinity = 301 mg/L;
Barium = 0.22 mg/L;
Boron = 1.0 mg/L;
Chloride = 26 mg/L;
Iron = 0.23 mg/L;
Sodium = 20.4 mg/L.

- Composting

51. Compostable waste received at the Site shall not exceed 20 tonnes per day.

52. (1) No later than August 31, 2021, the Owner shall submit a report to the Director for approval detailing the operation of the Compost Facility. The report shall provide a summary of current compost production operations and provide recommendations for changes required to bring the operation into compliance with the Ministry's "Guideline for the production of compost in Ontario" published on October 27, 2016 and updated on June 12, 2020, and the Ministry's "Ontario Compost Quality Standards" document revised July 25, 2012.

(2) Compostable material on-site that has been processed in the existing Compost Facility and that meets the requirements for Category AA or Category A compost in Part II of the Ministry's "Ontario Compost Quality Standards" document revised July 25, 2012 is exempt from Part V of the EPA further to Section 3(2)25 of Reg. 347 and may be sent off-site for reuse as compost without further approval.

(3) Compostable material on-site that has been processed in the existing Compost Facility but that does not meet the requirements for Category AA or Category A compost in Part II of the Ministry's "Ontario Compost Quality Standards" document revised July 25, 2012 remains a waste and shall not be sent off-site for reuse, but may be sent off-site for further processing or disposal at an approved site or may be deposited on-site in the Footprint as waste or cover material.

(4) For clarity, Conditions 52(2) and 52(3) will be revised upon review and approval of the report described in Condition 52(1) to reflect approved operations at the Composting Facility.

- Environmental Emergency Plan

53.1 The Owner shall maintain an Environmental Emergency Plan (E2 Plan) at the Site. The E2 Plan shall include, but is not limited to:

- B.2 Groundwater Monitoring Plan
 - Notwithstanding this Section B.2 and Table B-2 below, VOC sampling for LW1, OW10, OW11, OW12S, OW19 and OW20 shall be carried out no less than once per year, with VOC sampling for all other groundwater wells to be carried out no less than once every 3 years starting in 2021, where that sampling shall be carried out during the October/November sampling period.

The Public Works Manager has already submitted a draft Compost Plan to GM BluePlan for review and submission to the Ministry before the August 31, 2021 deadline. The Compost Plan includes policies and procedures as outlined in the Southgate Waste By-law, Egremont Landfill ECA and MOE's Interim Guidelines for the Production and Use of Aerobic Compost in Ontario 2004.

Financial Implications:

The new amended ECA allows the Township to proceed with removing and relocation of the historical fill area and regain 7 metres lower depth elevation from current base elevation filling that equates to another 25 years of landfill capacity. The estimated cost for these operations is \$180,000.00 to be included in a future budget.

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 PW2021-025 for information.

Respectfully Submitted,

Dept. Head: *Original Signed By*

Jim Ellis, Public Works Manager

Treasurer Approval: *Original Signed By*

William Gott, CPA, CA Treasurer

CAO Approval: *Original Signed By*

Dave Milliner, CAO

Attachments:

Attachment #1 - Amended Egremont Landfill ECA Number A261602 Issue Date May 8, 2021

AMENDED ENVIRONMENTAL COMPLIANCE APPROVAL

NUMBER A261602
Issue Date: May 8, 2021

The Corporation of the Township of Southgate
185667 Grey County Road 9
Rural Route, No. 1
Dundalk, Ontario
N0C 1B0

Site Location: Southgate (Formerly Egremont) Landfill Site
413013 Southgate Sideroad 41, Township of Southgate, ON N0G 1R0
Lot A, Concession 21
Southgate Township, County of Grey

You have applied under section 20.2 of Part II.1 of the Environmental Protection Act, R.S.O. 1990, c. E. 19 (Environmental Protection Act) for approval of:

the use and operation of a 3.3 hectare landfilling site within a total site area 30.8 hectares

For the purpose of this environmental compliance approval, the following definitions apply:

1. For the purposes of this *Approval*, unless the contrary intention appears, the following words and phrases shall have the following meaning:

"45-cubic metre MHSW storage container" means the specialized portable storage container that is referred to in the Design and Operations Report that is identified in Item 18 of Schedule "A";

"Approval" means this Environmental Compliance Approval A261602, and any Schedules to it, including the application and supporting documentation listed in Schedule "A".

"Buffer" means the 27.3 hectare property areas labelled as "Approved CAZ" and "Proposed Supplemental CAZ" on Figure 13 from Volume II, Item 11 of Schedule "A", but excludes the landfill Footprint;

"Bulking" means the mixing of similar waste types into a single container in a secure and safe manner;

"competent person" means a person or people who through their knowledge, training and experience is/are able to carry out any necessary duties in the following, through instruction and practice:

- i. relevant waste management legislation, regulations and guidelines;
- ii. major environmental concerns pertaining to the waste to be handled;
- iii. the environmental emergency plan required by Condition 53.1 of this Approval;
- iv. use and operation of any equipment to be used;
- v. operation and management of the Site, or area(s) within the Site, in accordance with the specific job requirements of each individual operator, and which may include procedures for receiving, screening and identifying, refusing, handling and temporarily storing wastes;
- vi. Owner specific written procedures for the control of conditions that may cause an adverse effect;
- vii. requirements of the Approval; and
- viii. record keeping procedures;

"CAZ" means Contaminant Attenuation Zone, which is further described in Figure 13 from Volume II, Item 11 of Schedule "A";

"Director" means the one or more persons who from time to time are so designated for the purpose of Part V of the Environmental Protection Act, R.S.O. 1990, as amended from time to time;

"District Manager" means the District Manager of the District Office of the Ministry of the Environment in which the Site is located;

"EPA" and "Act" means the Environmental Protection Act, R.S.O. 1990, as amended from time to time;

"excess soil" has the same meaning as in Ontario Regulation 406/19.

"Fire Code" means Regulation 213/07 of the Fire Protection and Prevention Act, 1997;

"Footprint" means the 3.3 hectare area located inside the landfill property boundary where waste may be disposed;

"lab packed" means the waste management industry's recognized method of temporarily storing and transporting inventoried miscellaneous organic and inorganic wastes in a drum;

"Landfill" or "Site" means the 30.6 hectare property comprising the Footprint and the Buffer as shown on Figure 13 from Volume II, Item (11) of Schedule "A";

"Ministry" or "MECP" means the Ontario Ministry of the Environment, Conservation and Parks;

"MHSW Guidelines" refers to the Ministry publication entitled "Household Hazardous Waste Collection and Facility Guidelines", dated May 1993;

"Municipal Hazardous and Special Waste" and the acronym "MHSW" means hazardous waste or special waste that fall within waste classes 135, 145, 147, 148, 211, 212, 213, 221, 222, 231, 242, 251, 252,

253, 254, 261, 262, 263, 312 and 331 as defined in Regulation 347 and also includes waste anti-freeze, WEEE, waste wet cell batteries, waste dry cell batteries, waste lithium batteries from electronic devices, waste fluorescent tubes and waste energy efficient light bulbs and waste switches and thermostats that may contain mercury;

"Municipal Waste" has the same meaning as in Regulation 347;

"NMA" means Nutrient Management Act, 2002, S.O. 2002, c.4, as amended from time to time;

"Owner" or "Applicant" means any person that is responsible for the establishment or operation of the Site described in this Approval, and includes the Corporation of the Township of Southgate, its successors and assigns;

"OWRA" means the Ontario Water Resources Act, R.S.O. 1990, as amended from time to time;

"PA" means the Pesticides Act, R.S.O. 1990, c. P.11, as amend from time to time;

"PCB" and "PCBs" means any monochlorinated or polychlorinated biphenyl or any mixture of them or mixture that contains one or more of them;

"Provincial Officer" means any person designated in writing by the Minister as a provincial officer pursuant to Section 5 of the OWRA or Section 5 of the Act or Section 17 of PA or Section 4 of NMA or Section 8 of SDWA;

"PWQO" means the Provincial Water Quality Objectives included in the July 1994 MECP publication entitled Water Management Policies, Guidelines, Provincial Water Quality Objectives;

"Reasonable Use Guideline" means Ministry Guideline B-7 entitled "Incorporation of the Reasonable Use Concept into MOEE Groundwater Management Activities", dated April 1994;

"RUC" means Reasonable Use Criteria that is outlined in the Reasonable Use Guideline;

"Regulation 347" means R.R.O. 1990, Regulation 347, General – Waste Management, made under the EPA, as amended from time to time;

"SDWA" means Safe Drinking Water Act, 2002, S.O. 2002, c. 32, as amended from time to time;

"Service Area" means the area from which waste may be received, namely, the counties of Grey, Bruce, Huron, Wellington, Simcoe, Dufferin and Perth and the Region of Waterloo for compostable and MHSW materials and from the Township of Southgate for waste for landfilling or recycling;

"Storage Guidelines" means the Ministry document entitled "Guidelines for Environmental Protection Measures at Chemical and Waste Storage Facilities" dated May 2007;

"tire unit" is a standardized means of describing the total weight of all of the tires at the Site regardless of the individual weight of each of the tires. To report the number of tires in standardized tire units each

tire weighing less than twelve kilograms is one tire unit and each tire weighing twelve kilograms or more is the number of tire units that results from dividing twelve into the number of kilograms that the tire weighs; and

"WEEE" means waste electrical and electronic equipment listed in Schedules 1 through 7 of Ontario Regulation 393/04 of the Waste Diversion Act.

You are hereby notified that this environmental compliance approval is issued to you subject to the terms and conditions outlined below:

TERMS AND CONDITIONS

General

2. Pursuant to Section 197 of the Environmental Protection Act, neither the Owner nor any person having an interest in the property comprising the Site shall deal with the Site in any way without first giving a copy of this Approval to each person acquiring an interest in the Site as a result of the dealing.

Change of Owner

3. The Owner shall notify the Director in writing, and forward a copy of the notification to the District Manager, within thirty (30) days of the occurrence of any changes to the:
 - (a) ownership of the Site;
 - (b) operator of the Site;
 - (c) address of the Owner;
 - (d) partners, where the Owner is or at any time becomes a partnership and a copy of the most recent declaration filed under the Business Names Act, R.S.O. 1990, c. B.17, as amended, shall be included in the notification;
 - (e) name of the corporation where the Owner is or at any time becomes a corporation, other than a municipal corporation, and a copy of the most current information filed under the Corporations Information Act, R.S.O. 1990, c. C.39, as amended, shall be included in the notification; and
 - (f) directors or officers of the corporation where the Owner is or at any time becomes a corporation, and a copy of the most current "Initial Notice" or "Notice of Change" as referred to in 3(e).
4. No portion of this Site shall be transferred or encumbered prior to or after closing of the Site unless the Director is notified in advance and sufficient financial assurance is deposited with the Ministry to ensure that these conditions will be carried out. In the event of any change in ownership of the Site, other than change to a successor municipality, the Owner shall notify the successor of and provide the successor with a copy of this Approval, and the Owner shall provide a copy of the notification to the District Manager and the Director.

Revokes and Replaces and other issues

5. This Approval revokes and replaces the previously issued Approval No. A261602 and notices issued thereto.

Legal Rights and Responsibilities

6. Where there is a conflict between a provision of any document referred to in Schedule "A", and the conditions of this Approval, the conditions in this Approval shall take precedence. Where there is a conflict between the documents listed in Schedule "A", the document bearing the most recent date shall prevail.
7. The requirements specified in this Approval are the requirements under the EPA. The issuance of this Approval in no way abrogates the Applicant's legal obligations to take all reasonable steps to avoid violating other applicable provisions of this legislation and other legislation and regulations.
8. The requirements of this Approval are severable. If any requirement of this Approval, or the application of any requirement of this Approval to any circumstance, is held invalid, the application of such requirement to other circumstances and the remainder of this Approval shall not be affected in anyway.
9. The Applicant shall ensure compliance with all the terms and conditions of this Approval. Any non-compliance constitutes a violation of the EPA and is grounds for enforcement.
10. (a) The Applicant shall, forthwith upon request of the Director, District Manager, or Provincial Officer (as defined in the Act), furnish any information requested with respect to compliance with this Approval, including but not limited to, any records required to be kept under this Approval; and

(b) In the event the Applicant provides the Ministry with information, records, documentation or notification in accordance with this Approval (for the purposes of this condition referred to as "Information"),
 - (i) the receipt of Information by the Ministry;
 - (ii) the acceptance by the Ministry of the Information's completeness or accuracy; or
 - (iii) the failure of the Ministry to prosecute the Applicant, or to require the Applicant to take any action, under this Approval or any statute or regulation in relation to the Information;

shall not be construed as an approval, excuse or justification by the Ministry of any act or omission of the Applicant relating to the Information, amounting to non-compliance with this Approval or any statute or regulation.

Inspections by the Ministry

11. No person shall hinder or obstruct a Provincial Officer from carrying out any and all inspections authorized by the OWRA, the Act, the PA, the SDWA or the NMA of any place to which this Approval relates, and without limiting the foregoing:
- (a) to enter upon the premises where the approved processing is undertaken, or the location where the records required by the conditions of this Approval are kept;
 - (b) to have access to, inspect, and copy any records required to be kept by the conditions of this Approval;
 - (c) to inspect the Site, related equipment and appurtenances;
 - (d) to inspect the practices, procedures, or operations required by the conditions of this Approval; and
 - (e) to sample and monitor for the purposes of assessing compliance with the terms and conditions of this Approval or the Act, the OWRA, the PA, the SDWA or the NMA.

Correspondence

12. The Applicant shall ensure that all communications/correspondence made pursuant to this Approval includes reference to the Approval number A261602.

Freedom of Information

13. Any information relating to this Approval and contained in Ministry files may be made available to the public in accordance with the provisions of the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, C. F-31.

Keeping of Records

14. All records and monitoring data required by the conditions of this Approval must be kept on the Owner's premises for a minimum period of two (2) years from the date of their creation.

LANDFILL OPERATIONS

15. The landfill shall be developed, operated and maintained in accordance with the plans and specifications in the documents listed in Schedule "A", including the relocation of historical fill within the Footprint and the staged deposition of waste in the Footprint according to the Plan of Development & Operations Report Addendum No. 1 document noted in Item 22 in Schedule "A".
16. (a) The theoretical maximum volumetric capacity for waste disposal at this Site is 350,000 cubic metres as per Item 8 of Schedule "A". This theoretical capacity includes waste, daily, and intermediate cover, but excludes final cover.
- (b) Maximum daily quantity of waste being received at the Site for final disposal in the landfilling area shall not exceed 28.5 tonnes per day.

17. (a) The lands comprising the Site total 34.0 hectares in area (Footprint plus Buffer) and is shown on Drawing No. 13 contained in Volume 2 of item 11, Schedule "A"; and
- (b) Wastes may only be disposed of within the 3.3 hectare Footprint as described in the Plan of Development & Operations Report Addendum No. 1 document noted in Item 22 in Schedule "A".
18. Only Municipal Wastes may be received for landfilling at the Site.
19. For all appliances or equipment which contain, or may contain refrigerants, including but not restricted to refrigerators, freezers, dehumidifiers and air-conditioning systems, the Owner shall:
 - (a) If the appliance or equipment is not tagged in accordance with Ontario Regulation 463/10 under the EPA, then it must be stored in an upright position and in such a manner to allow for the safe handling and removal of refrigerants;
 - (b) Ensure refrigerant removal is completed by a licensed technician as required by O.Reg. 463/10 prior to removal from the Site; and
 - (c) Maintain a detailed log, which shall include as a minimum the following information:
 - i. Upon receipt, record the date, type of appliance or equipment, quantities received, source and refrigerant removal tag details;
 - ii. If the appliance or equipment is not tagged, this information shall be noted in the log;
 - iii. If refrigerant removal is required, note the date of refrigerant removal and name and license number of the technician; and
 - iv. Upon removal from the Site, note the date, quantities of each appliance or equipment types, hauler name and, if applicable, the hauler's Approval number, the destination name and, if applicable, the Approval number of destination.
20. No liquid industrial waste or hazardous wastes as defined under Regulation 347 under the EPA shall be received for landfilling at the Site.
21. The geographical area from which waste may be received shall be limited to the Service Area.

Signs

22. The Owner shall place a sign at the main entrance to the Site on which is displayed in prominent letters the following information:
 - i. the name of the Site and Approval Number;
 - ii. the Owner's Name;
 - iii. the approved hours of operation;
 - iv. the hours the Site is open to accept waste from the public;

- v. the telephone number for reporting emergency situations occurring at the Site during non-operating hours;
- vi. the telephone number for reporting of complaints;
- vii. the Approval number for the Site; and
- viii. the waste types acceptable for landfilling.

Operations

- 23. Waste shall be deposited in a manner that minimizes the exposure area at the landfill working face and shall be compacted before cover material is applied.
- 24. No waste shall be received at the Site except during operating hours and while under the supervision of a Competent Person.
- 25. The normal operating hours of the Site shall not exceed 9:00a.m. to 5:00p.m., Monday to Saturday. The Site shall be closed on Sundays and Statutory Holidays. The Site may open two hours earlier and two hours later than the waste disposal operating hours for maintenance and placement of cover. These hours of operation may be temporarily adjusted in writing by the District Manager.
- 26. During non-operating hours, the Site entrance gate shall be locked to secure against access by unauthorized persons.

Operational Cover

- 27. Wastes shall be compacted and then covered with a minimum of 15 centimetres of operational cover at the end of each operating day.

Cover Materials Allowed for Daily and Intermediate Cover

- 28. (a) The following materials may be used as operational cover:
 - i. soils and granular soils;
 - ii. subject to Conditions 29.1, 29.2, 29.3, and 29.4, of this Approval, non-hazardous excess soil;
 - iii. wood chips;
 - iv. non-hazardous foundry sand;
 - v. compost imported to the Site; and
 - vi. processed material described in Conditions 52(2) and 52(3) below.
- (b) All of the materials listed in Condition 28 (a) of this Approval shall all be non-hazardous and shall meet the Land Disposal Requirements of Regulation 347;
- (c) The use of any other alternative materials as operational cover material is subject to approval by the Director; and

- (d) Use of specific cover materials shall be discontinued within two (2) operating days of receipt of written notification, stating the reason(s) why use of the cover materials has proven to be environmentally unsuitable, from the District Manager.

Use of Excess Soil as Cover

29.1 Solid non-hazardous excess soil may be used for daily/intermediate cover but only on slopes where surface water drainage is into the waste fill and isolated from any storm water collection system.

29.2 The Owner shall keep a record of the delivery of all excess soil to the Site. The record shall include the following information as a minimum:

- (i) The name and Approval number of the hauler;
- (ii) The name and address of the generator of the excess soil and the source of the excess soil delivered;
- (iii) The date and time of delivery;
- (iv) Analytical test results of the excess soil, conducted prior to delivery to the Site by a professional engineer, geoscientist or other qualified person, that is independent of the generator and the hauler; and
- (v) If the excess soil was a characteristic waste but had been properly treated to remove the characteristic waste designation prior to receipt at the Site, a copy of the Land Disposal Restrictions notification form required by Regulation 347 along with a statement that such excess soil was not “leachate toxic waste” as defined in Regulation 347.

29.3 The volume of excess soils stored at the Site shall not exceed the quantity required for three months use.

29.4 Excess soil for use as cover shall be stockpiled within the 3.3 hectare Footprint.

Landfill Gases - Combustible Gas Detectors for On-Site Buildings

- 30. (a) The Owner shall ensure that methane combustible gas detectors (alarms) shall be installed in all enclosed on-Site buildings;
- (b) All alarms shall be clearly audible and visible from outside the buildings;
- (c) The alarms shall be maintained in a fully-operable condition at all times;
- (d) The alarms shall provide a warning upon exceeding 10 percent of the lower explosion level;
- (e) The alarms shall be calibrated at least once every two (2) years or as required by the alarm manufacturer. Calibration shall be completed in accordance with the manufacturer's instructions; and

- (f) A record of where the alarms are located, and a record of their calibration shall be kept on Site.

Water Supply

- 31. No water obtained from surface water or from a well constructed on the Site shall be used for drinking purposes. Any water supply system that obtains water from a well or surface water source on the Site shall be clearly marked to indicate that the water is not potable.

Vermin & Vector

- 32. The Owner shall:
 - (a) implement necessary housekeeping procedures to eliminate sources of attraction for vermin and vectors; and
 - (b) if necessary, hire a qualified, licensed pest control professional to design and implement a pest control plan for the Site. The pest control plan shall remain in place, and be updated from time to time as necessary, until the Site has been closed and this Approval has been revoked.

Litter

- 33. Litter shall be controlled at the Site through use of litter control fencing. Litter shall be picked up as needed. At a minimum, the Site attendant shall undertake a weekly inspection for litter.

Burning

- 34. Burning of waste at the Site is restricted as follows:
 - (a) only brush and clean wood may be burned;
 - (b) clean wood does not include painted, laminated (including but not limited to chip board and plywood), or treated woods;
 - (c) burning shall be restricted to the designated burn area;
 - (d) burning shall be undertaken only during daylight hours when wind speed are under 10 kilometres per hour and when there is an attendant on-Site; and
 - (e) burning shall be discontinued upon the written direction of the District Manager.

Contaminant Attenuation Zone

- 35. The Buffer shall be maintained for the Site comprised of the lands shown as "Approved CAZ" and Proposed Supplemental CAZ" on Figure 13 from Volume II, Item 11 of Schedule "A".

Monitoring

- 36. (1) The Owner shall monitor groundwater, surface water and landfill gas at the Site according to Schedule "B".

- (2) Changes to the monitoring plans for the Site shall be submitted to the District Manager for review by regional technical support staff prior to submission to the Director for approval.
 - (3) Changes to the monitoring plans for which the Owner has received written concurrence from the District Manager shall be submitted to the Director for approval prior to implementation.
37. All monitoring wells shall be properly capped, locked, and protected from damage. Any monitoring wells that are damaged shall be repaired or replaced forthwith in a manner that ensures that no more than one regular sampling event is missed.
38. All monitoring wells which are no longer required as part of the monitoring program, and which have been approved in writing by the District Manager for abandonment, shall be decommissioned in accordance with Ontario Regulation 903, R.R.O. 1990, made under the OWRA, in a manner which will prevent contamination through the abandoned monitoring well. A report on the abandonment of the monitor shall be included in the next report required by Condition 58 of this Approval.

Trigger Mechanisms and Contingency Plans

39. The Owner shall ensure that the reasonable use criteria outlined in the Reasonable Use Guideline are met at the Site property line.
40. The Owner shall abide by the following trigger mechanisms for groundwater in accordance with the document entitled Trigger Mechanism & Contingency Plan (Revised) dated April 2018 noted in Item 22 in Schedule "A" and the correspondence described in Item 23 in Schedule "A":

Compare Site boundary downstream groundwater quality to the reasonable use criteria (RUC) using the method specified in Reasonable Use Guideline B-7. The background value used in the RUC calculation for each trigger parameter shall be the 95th percentile background concentration from historic sampling events. Trigger parameters are to include chloride, sodium, iron, alkalinity, DOC, barium and boron. The trigger level for each parameter shall be 80% of the RUC, or where the indicator parameter is naturally elevated (i.e. RUC is less than background) the trigger level for that parameter shall be the 95th percentile background concentration, for monitoring locations that are less than 50 metres from the property boundary.

If two or more parameters exceed the trigger levels for those trigger parameters at the same location (wells(s) down gradient of the Site) for two consecutive events, take the following action:

- (i) notify the District Manager immediately of the result;
- (ii) conduct resampling within thirty (30) days of receipt of the result;
- (iii) conduct an investigation into the cause of the adverse result and submit a report within 120 days of the resampling date to the District Manager that includes an assessment of whether contingency measures need to be carried out;

- (iv) if contingency measures are needed, submit detailed plans, specifications and descriptions for the design, operation and maintenance of the contingency measures, and a schedule as to when these measures will be implemented, to the Director and notify the District Manager at the same time as the report is submitted to the Director; and
 - (v) implement the required contingency measures upon approval by the Director.
41. (a) The Owner shall carry out the monitoring program to determine compliance with the trigger mechanism for surface water at downstream surface water sampling locations. The Owner shall abide by the following trigger mechanisms for surface water, in accordance with the document entitled Trigger Mechanism & Contingency Plan (Revised) dated April 2018 noted in Item 22 in Schedule "A" and the correspondence described in Item 23 in Schedule "A":
- (i) Trigger Monitoring Locations – Trigger and compliance monitoring locations shall be at the downstream sampling station identified as SW1, as listed in Table B-1 of Schedule "B" in this Approval.
 - (ii) Trigger Parameters and Level/Criteria – The trigger parameters for surface water shall include alkalinity, chloride, sodium, barium, boron and iron. The trigger level for downstream surface water quality shall:
 - Be equivalent to surrogate values previously established for the Site;
 - Where a PWQO exists, be the higher of 75% the PWQO or the background surface water quality; or
 - For parameters in which a PWQO value does not exist and a surrogate value has not been previously established, be based on the groundwater trigger level or the background concentration in groundwater.

Using this approach, the trigger levels for surface water are as follows:

Alkalinity = 301 mg/L;
Barium = 0.22 mg/L;
Boron = 1.0 mg/L;
Chloride = 26 mg/L;
Iron = 0.23 mg/L;
Sodium = 20.4 mg/L.

- (b) The results of this monitoring shall be assessed promptly when received, and if a result exceeds the trigger level specified above, the Owner shall re-sample within thirty (30) days of receiving the result. A confirmed trigger level shall be considered to be reached when two (2) consecutive sets of events exceed the specific trigger criteria for two (2) or more parameters at the same location(s).
- (c) In the event of a confirmed exceedance of any site-specific trigger level, measured at the trigger locations, as identified in Condition 41 above, the District Manager shall be notified immediately, and an investigation into the cause and the need for implementation of

remedial/contingency action, shall be conducted and a report submitted to the District Manager within 120 days following the confirmed exceedance,

- (d) If contingency measures are required, the Owner shall submit detailed plans, specifications and descriptions for the design, operation and maintenance of the contingency measures, and a schedule of implementation, to the District Manager for review by regional technical support staff prior to submission to the Director for approval, and shall initiate/implement the contingency measures within a reasonable time following approval by the Director. A summary of the results of this monitoring and any trigger/contingency action taken, shall be reported in the subsequent Annual Monitoring Report.

Certificate of Requirement

- 42. No operation shall be carried out at the Site after sixty days from the date of this Approval unless this Approval has been registered by the Owner in the appropriate Land Registry Office against title to each of the property parcels that make up the Site, and a duplicate registered copy thereof has been returned to the Director.

Public Liaison Committee (PLC)

- 43. The Owner shall make every attempt to establish and maintain a Public Liaison Committee (PLC) to review and provide recommendations on annual operational and monitoring reports, Site protocols, and any other information which is pertinent to operations at the Site and to the handling of waste that the Site may receive and manage. These recommendations, along with any minority positions, shall be forwarded to the Owner for consideration. The PLC shall not exercise any supervisory, regulatory or approval roles with respect the Site. The Owner shall maintain a list of current documents which govern the operation of the Site. The PLC shall be entitled upon request to copies of records and documents in the Owner's possession relevant to the Site, except for such information as the Owner is entitled to withhold from the public at law.

WASTE TRANSFER DEPOT and MHSW DEPOT

- 44. (a) Waste at the Public Drop-Off Area shall be stored on-Site in accordance with Item 18 of Schedule "A"; and
- (b) The maximum quantity of waste stored on-Site at the Public Drop-Off Area shall be in accordance with Schedule "D".
- 45. A fire extinguisher of appropriate size and type shall be available to the Site attendant. It shall be maintained in operable condition at all times.

Site Operations - MHSW depot

- 46. The Municipal Hazardous and Special Waste (MHSW) depot for the Site shall be developed, operated and maintain in accordance with the Conditions of this Approval and the plans and specifications in Schedule "A" of this Approval.
- 47. The following Conditions apply to the MHSW depot:

- (a) The MHSW Depot may accept only MHSW;
- (b) The operation of the MHSW depot is limited to the Bulking of waste oil, waste anti-freeze, the collection of waste paint for Bulking or offer for re-use to the public and the collection and transfer of MHSW and associated MHSW solids and sludges;
- (c) The Owner shall have absolute discretion in the refusal of any waste;
- (d) MHSW shall be only accepted at the MHSW depot:
 - (i) from the Service Area defined for MHSW;
 - (ii) from householders responsible for those wastes;
 - (iii) from industrial, commercial and institutional (IC&I) businesses and farm operations where such wastes are considered unrelated to the operation of the business;
 - (iv) for any MHSW coming to the Site from industrial, commercial and institutional (IC&I) businesses and farm operations, the Owner shall fill out a form that identifies the name of the business or operation, the Vehicle Licence Plate number, the name of the person dropping off the waste, and shall have that person sign the form indicating that the business or operation is currently exempt from generator registration requirement for hazardous waste and/or waste oil and/or anti-freeze because they generate less than 5 kg per month of hazardous waste and/or less than 25 litres of waste oil and/or less than 25 litres of waste anti-freeze per month; and
 - (v) the maximum amount of MHSW that may be accepted at the Site from industrial, commercial and institutional (IC&I) businesses and farm operations in one day is 5 oil filters, 25-litres of waste oil, 25-litres of waste anti-freeze and 25-kilograms of hazardous waste;
- (e) The maximum amounts of MHSW that are allowed to be received per day, stored on Site and the maximum allowed time of storage on Site are outlined in Schedule "D" of this Approval;
- (f) MHSW storage shall be restricted to three areas of the Site as follows:
 - (i) An outdoor caged area of maximum size of 9 square metres, for the storage of waste cylinders such as propane containers;
 - (ii) A Special Waste Building for storage of oil and antifreeze, WEEE and wet cell batteries;
 - (iii) a 45-cubic metre MHSW storage container for the storage of the remainder of the MHSW that is allowed to be stored on Site;
- (g) Storage of MHSW in the 45-cubic metre MHSW storage container shall be in 205-litre drums that are either lab packed or contain non fragile solids or a homogeneous liquid;
- (h) A maximum of 100 of the 205-litre drums containing MHSW may be stored in the 45-cubic metre MHSW storage container;

- (i) The holding tanks for waste oil or anti-freeze shall never exceed 90% of their capacities;
- (j) In regards to the haulage of the 45-cubic metre MHSW storage container from the Site the following applies:

Before the 45-cubic metre MHSW storage container is allowed to be loaded onto a roll-off container truck, a competent person shall inspect the waste that is stored in the container and assess whether the storage is sufficiently safe and secure to allow it to be loaded onto a roll-off container truck. Once the competent person is satisfied that the waste is properly secured in the container, they shall provide written permission for the container to be loaded. A copy of the written permission shall be kept as part of the daily records that are required by Condition 57 of this Approval; and

- (k) The receipt of waste class 312, is restricted to Sharps and Syringes that are received in biohazardous containers.

48. Management and Storage of MHSW shall be in accordance with the Storage Guidelines and the MHSW Guidelines, including but not limited to the following aspects:

- (a) storage areas and containers containing flammable and/or ignitable materials shall be stored and managed in accordance with the Fire Code and shall be adequately grounded;
- (b) waste motor oil may be bulked in a double-walled above ground waste oil storage tank that has a maximum capacity of 2200 litres. In addition, a maximum of 300 litres of oil may be stored in the 45-cubic metre MHSW storage container;
- (c) waste anti-freeze may be bulked in a storage tank maximum capacity of 1,300 litres that is provided with secondary containment of minimum capacity of 1430 litres. In addition, a maximum of 700 litres of waste anti-freeze may be stored in the 45-cubic metre MHSW storage container;
- (d) the waste oil and waste anti-freeze tanks shall be clearly labelled indicating their contents;
- (e) with respect to the storage of waste wet cell batteries the following applies:
 - (i) they may only be stored in neatly arranged non conducting wood or fibreglass trays for secondary containment;
 - (ii) they shall be placed on a skid of approximate size 1.1 metres square;
 - (iii) if they are not cracked, they may be stacked to a maximum of 4 high on a skid if the batteries are suitable for stacking;
 - (iv) if safe to do so, a maximum of 2 skids of wet cell batteries may be stacked on one another;
 - (v) batteries on skids shall be banded or shrink wrapped on the pallets before shipping; and

- (vi) cracked or leaking batteries shall not be stacked and shall be handled with best management practices;
- (f) waste propane cylinders and other waste cylinders may be stored only outside in a secure segregated area in a manner which prevents cylinders from being knocked over or cylinder valves from breaking;
- (g) incompatible types of waste shall be segregated from one another during storage;
- (h) waste received in fragile containers shall be lab packed if safe to do so;
- (i) with respect to waste pharmaceuticals the following applies:
 - (i) they may only be contained in a locked container to prevent unauthorized access or removal; and
 - (ii) when they are ready for transport, pharmaceuticals may be lab packed;
- (j) the Owner shall have sufficient drums and lab-pack containers available on the premises for the storage of the waste collected;
- (k) paint may either be bulked in to 205-litre drums or offered to the public for re-use;
- (l) with the exception of cylinders such as used propane tanks, all MHSW shall be stored indoors;
- (m) storage containers shall be clearly labelled indicating the type and nature of the MHSW stored;
- (n) the indoor storage area shall be equipped with spill clean-up material;
- (o) the indoor storage areas for MHSW shall be equipped with a means of ventilation;
- (p) mercury containing devices such as switches, thermostats and thermometers shall be packed in suitable specialized containers or drums with packaging to prevent breakage;
- (q) fluorescent bulbs and tubes shall be stored in suitable specialized containers or in drums with packaging to prevent breakage;
- (r) sharps and syringes shall be placed in a sealed container that is labelled biohazardous and lab packed into a 205-litre storage drum or other suitable container;
- (s) dry cell batteries shall be stored separately in pails by type (i.e. lithium batteries stored separately from nickel-cadmium batteries etc.) and in manner which prevents spontaneous ignition of stored batteries; and

- (t) the electric terminals of lithium batteries shall be taped with electrical insulating tape to prevent shorting of the electric terminals.
49. With respect waste oil, paint or ballasts that may contain PCBs the following apply:
- (a) For unidentified oils and/or oils which are suspected of containing PCBs, they shall not be mixed (bulked), with other oils prior to testing. Oils which are lab packed are not considered to be mixed under this Approval;
 - (b) oil based paint which has been manufactured prior to 1972 shall be assumed to contain PCBs unless tested and found to contain less than 50 parts per million of PCBs;
 - (c) Waste light ballasts shall be checked by a competent person to see if they may contain PCBs. If they are found to likely contain PCBs, they shall be treated as PCB waste and shall be lab packed in a 205-Litre drum that is labelled "Ballasts that may contain PCBs"; and
 - (d) Light ballasts that are suspected of containing PCBs and waste oil, and paint which have been found to contain PCBs at or above 50 parts per million shall be reported forthwith to the District Manager and shall be managed in accordance with Ontario Regulation 362, made under the EPA and stored or removed from the Site to an approved PCB storage site, in accordance with written instructions from the District Manager.
50. The Owner may only offer waste paint for reuse provided that the following conditions are met:
- (a) the container is labelled as to its contents;
 - (b) the container is undamaged such that the material may be transported without risk of leaks or spills;
 - (c) all transactions are recorded by invoice; and
 - (d) information on the type and volume of waste paint returned to the public through the MHSW depot shall be recorded in the records that are required by Condition 57 of this Approval.

Composting

51. Compostable waste received at the Site shall not exceed 20 tonnes per day.
52. (1) No later than August 31, 2021, the Owner shall submit a report to the Director for approval detailing the operation of the Compost Facility. The report shall provide a summary of current compost production operations and provide recommendations for changes required to bring the operation into compliance with the Ministry's "Guideline for the production of compost in Ontario" published on October 27, 2016 and updated on June 12, 2020, and the Ministry's "Ontario Compost Quality Standards" document revised July 25, 2012.

- (2) Compostable material on-site that has been processed in the existing Compost Facility and that meets the requirements for Category AA or Category A compost in Part II of the Ministry's "Ontario Compost Quality Standards" document revised July 25, 2012 is exempt from Part V of the EPA further to Section 3(2)25 of Reg. 347 and may be sent off-site for reuse as compost without further approval.
- (3) Compostable material on-site that has been processed in the existing Compost Facility but that does not meet the requirements for Category AA or Category A compost in Part II of the Ministry's "Ontario Compost Quality Standards" document revised July 25, 2012 remains a waste and shall not be sent off-site for reuse, but may be sent off-site for further processing or disposal at an approved site or may be deposited on-site in the Footprint as waste or cover material.
- (4) For clarity, Conditions 52(2) and 52(3) will be revised upon review and approval of the report described in Condition 52(1) to reflect approved operations at the Composting Facility.

Environmental Emergency Plan

53.1 The Owner shall maintain an Environmental Emergency Plan (E2 Plan) at the Site. The E2 Plan shall include, but is not limited to:

- (a) the preparation for, the prevention of, the response to and the recovery from an environmental emergency;
- (b) a list of emergency response equipment and spill clean up materials, including names and telephone numbers of waste management companies available for emergency response; and
- (c) a notification protocol with names and telephone numbers of persons to be contacted, including Owner's personnel, the Ministry's Spills Action Centre and District Office, the local Municipality and Fire Department.

53.2 The Owner shall annually review and update as needed the Environmental Emergency Plan (E2 Plan). An updated copy of the E2 Plan shall be kept in a central location available to the operating personnel and for inspection by the Ministry. A copy of the E2 Plan shall be submitted within 30-days of an update to:

- (a) the District Manager; and
- (b) the local Fire Department.

53.3 The Owner shall ensure that:

- (a) the equipment and materials outlined in the Environmental Emergency Plan are in a good state of repair, fully operational and immediately available; and

- (b) all operating personnel are fully trained in the Environmental Emergency response equipment and materials use and in the procedures to be employed in the event of an emergency.

Inspections

54. On each operating day, a visual inspection by a competent person shall be conducted of the following areas of the Site:

- (i) loading/unloading area(s);
- (ii) processing area(s);
- (iii) active face of the landfill area;
- (iv) storage area(s); and
- (v) perimeter security fence or barriers;

to ensure that:

- (a) the Site is secure;
- (b) there are no off-Site impacts such as vermin, vectors, odour, dust or litter resulting from the operation of the Site;
- (c) that the operations of the Site are not causing any adverse effects on the environment; and
- (d) the Site is being operated in compliance with the Approval.

55. The Owner shall have a competent person:

- (a) on a regular basis, inspect all containment systems for cracks and spalling; and
- (b) on an annual basis, examine or test the oil storage tank and antifreeze storage tank to ensure there are no leaks.

56. Any deficiencies noted during the inspections required by Conditions 54 or 55 of this Approval shall be promptly corrected, including temporarily ceasing operations at the Site if needed.

Daily Log Book

57. A log book or electronic file shall be maintained for a minimum of two (2) years and shall include daily records of the following information. All amounts must be recorded in metric units:

- (a) date of record;
- (b) the type, time of arrival, hauler name, Approval number (if applicable), source and quantity (tonnes) of all waste received at the Site in excess of 0.25 tonnes (250 kilograms);

- (c) all complaints from the public received by the Owner and an indication of the action taken by the Owner in response;
- (d) a record of any excess soils received at the Site in accordance with Condition 29.2 of this Approval;
- (e) a list of the refusal of waste shipments, the reason(s) for refusal, and the origin of the waste, if known;
- (f) calculation of the total quantity (by weight) of waste received at the Site for each day;
- (g) a record of litter collection activities;
- (h) a record of the forms collected in accordance with Condition 47 (d) (iv) of this Approval;
- (i) types, quantities, source and persons delivering the MHSW;
- (j) daily estimates of the amount of MHSW and other wastes stored at the Site;
- (k) quantities and destination of waste and residual materials shipped from the Site;
- (l) quantities of paint provided to the public for reuse;
- (m) a list of areas inspected (per Conditions 54 and 55 of this Approval), deficiencies observed and corrections made (per Condition 56 of this Approval);
- (n) any environmental and operational problems, that could negatively impact the environment or human health, encountered during the operation of the Site and any actions taken to mitigate the situation;
- (o) the action taken for the clean up or correction of a spill, the time and date of the spill or process upset, and for spills, the time that the Ministry and other persons were notified of the spill in fulfilment of the reporting requirements in the Act; and
- (p) any recommendations to minimize environmental impacts from the operation of the Site.

Once Every Two Years Reporting

58. A status report on the operations at the Site shall be prepared and submitted every second year as follows:
- (i) The first report shall be submitted to the District Manager and Public Liaison Committee by April 1, 2013;
 - (ii) Each report shall cover the previous two full calendar years;

- (iii) Each report shall include and address the following items:
- a. a summary, in tabular form where possible, of the information required by Condition 57 of this Approval;
 - b. a list of competent people responsible for Site operations during the reporting period;
 - c. an updated waste disposal Site plan showing historic fill areas, the areas filled during the report period, areas planned for filling in the next report period, Buffer zones, ultimate limit of fill (Footprint); present contours, monitoring locations and surface water control systems;
 - d. a calculation of the remaining capacity of the Site, an estimate of the remaining Site life and a comparison of actual capacity used to approved Site capacity;
 - e. the optimization of remaining Site capacity with respect to refining final contours, having regard to minimizing the potential for off-Site impacts;
 - f. approved changes to the operation;
 - g. a summary of any equipment or procedural changes at the Site;
 - h. a summary of any occurrences or incidents where this Approval was not complied with, the reason for non-compliance and the measures to be implemented to ensure that future non-compliance does not occur;
 - i. results in tabular format and an interpretive analysis of the results of all leachate, groundwater, surface water and landfill gas monitoring, including an assessment of the need to amend the monitoring programs;
 - j. the interpretive analysis referred to in part (i) of this Approval shall include a discussion of groundwater parameters and compliance with the Reasonable Use Guideline at the property boundary as well as recommendations for future action (contingency measures) that may be necessary should the monitoring program detect failure of the design;
 - k. groundwater flow and contaminant migration analyses for the entire Site;
 - l. surface water quality with respect to Provincial Drinking Water Objectives and trigger points outlined in Condition 41 of this Approval;
 - m. an assessment of the operation and performance of all engineered facilities, the need to amend the design or operation of the Site, and the adequacy of and need to implement the contingency plans/environmental emergency plan;
 - n. leachate characterization results;
 - o. the progress of final cover, vegetative cover, and any intermediate cover application;
 - p. facilities installed during the reporting period;
 - q. Site preparations and facilities planned for installation during the next reporting period;
 - r. calculations of the amount of excess soil used as cover at the Site;
 - s. the amount of excess soil stored at the Site at the end each year;
 - t. summary of the weekly, maximum daily and total annual quantity (tonnes) of waste received at the Site;
 - u. a report on the status of all monitoring wells and a statement as to compliance with Ontario Regulation 903;

- v. a statement as to compliance with all conditions of this Approval;
- w. any recommendations to minimize environmental impacts from the operation of the Site and to improve Site operations and monitoring programs in this regard; and
- x. any other information with respect to the Site which the District Manager may require from time to time.

59. The implementation of any of the recommendations contained in an Report required by Condition 58 of this Approval that come within the scope of Section 27 of the Act, shall be by the approval of the Director.

Closure Plan and Post Closure Maintenance and Monitoring

60. Three (3) years prior to closure of the Site, a closure plan for the Site, including a post closure maintenance and monitoring program, shall be submitted to the Director for approval. The plan shall include the items listed in Schedule "C".

Staff Training

- 61. The Owner shall ensure that all people working at the Site, including supervisors, are competent persons.
- 62. The Owner shall ensure that it provides the needed training, with annual refresher training, that is sufficient to fulfil the requirements of a competent person, to the people working at the Site, including supervisors.

Public Complaints

- 63. The Owner, in cooperation with the Public Liaison Committee shall establish a complaints procedure which will ensure that complaints, regarding the Site are promptly investigated and quickly addressed. The complaints procedure shall include:
 - a. designating specific staff to receive any complaints, and within 10 working days of that staff person receiving notice of the complaint, to respond in writing indicating the course of action taken by the Owner and the outcome;
 - b. posting the complaints telephone number at the Site entrance; and
 - c. keeping an accurate record of the following related complaints information:
 - the name and address of the complainant,
 - the date and time that the complaint was received,
 - the nature of the complaint,
 - wind speed and wind direction at the time of the complaint,
 - details of the response to the complainant, action taken and outcome.

SCHEDULE "A"

This Schedule "A" forms part of Approval No. A261602

1. The Application for Approval of a Waste Disposal Site dated February 24, 1998, signed by Brenda Anderson, Clerk-Treasurer of the Corporation of the Township of Egremont.
2. The document entitled "Plan of Operations and Development, Township of Southgate, Egremont Disposal Site A261602" dated October 2000 by Fletcher Associates.
3. The set of Plans entitled "Township of Egremont, Waste Disposal Site", prepared by Fletcher Associates as follows:

Drawing 101: "Existing Conditions"	: Rev dated August 1999
Drawing 102: "Development Plan"	: Rev dated June 2000
Drawing 103: "Cross Sections"	: Rev dated June 2000
Drawing 104: "Cross Sections & Details"	: Rev dated June 2000
Drawing 105: "Preparatory Work"	: Rev dated June 2000
4. The document entitled "Supplement to Plan of Operations and Development, Egremont Disposal Site A261602, Township of Southgate, Draft Certificate of Approval, April 17, 2001" dated August 28, 2001 by Fletcher Associates.
5. The letter dated September 26, 2001 to Mark Turner of the Ministry of the Environment, Environmental Assessment and Approvals Branch from Robert Kears of R.J. Burnside & Associates Limited providing a final response to the Ministry's review comments.
6. The letter dated October 4, 2001 to John Kaasalainen of the Ministry of the Environment, Environmental Assessment and Approvals Branch from Bindu Uppal of R.J. Burnside & Associates Limited providing additional details with respect to the proposed monitoring programs.
7. The letter dated October 25, 2001 to John Kaasalainen of the Ministry of the Environment, Environmental Assessment and Approvals Branch from Robert Kears of R.J. Burnside & Associates Limited providing additional details with respect to the rates of fill, theoretical capacity and the proposed contaminant attenuation zone requirements.
8. The facsimile dated October 26, 2001 to John Kaasalainen of the Ministry of the Environment, Environmental Assessment and Approvals Branch from Robert Kears of R.J. Burnside & Associates Limited providing additional details with respect to the proposed rates of fill and theoretical capacity for the Site.
9. The letter dated October 31, 2001 to John Kaasalainen of the Ministry of the Environment Environmental Assessment and Approvals Branch from Robert Kears of R.J. Burnside & Associates Limited providing an updated interim fill plan/Site plan for the Site.
10. Application for a Provisional Certificate of Approval for a Waste Disposal Site, dated December 5, 2002.
11. The two volume Report titled "Egremont Landfill, Compost, and Public Drop-Off Site, Township of Southgate, (County of Grey)," dated November 2002, prepared by R. J. Burnside & Associates Limited.

12. The letter dated June 17, 2003 to John Gasbarri, P. Eng., Ministry of the Environment, from R. J. Burnside & Associates Limited, outlining Public Consultation Efforts.
13. Application for a Provisional Certificate of Approval for a Waste Disposal Site dated June 10, 2005, signed by Don Seim, CAO of the Corporation of the Township of Southgate, including all attached documents and supporting information.
14. Forwarding letter dated August 8, 2007 from James R Hollingsworth of R. J. Burnside & Associates Limited, along with application for amendment to Provisional Certificate of Approval signed by Dave Milliner dated July 26, 2007 including the supporting documents.
15. Letter dated March 13, 2008 from James R Hollingsworth of R. J. Burnside & Associates Limited to Jatinbhai Patel of Ministry of the Environment, along with supporting documents.
16. Letter dated April 24, 2008 from James R Hollingsworth of R. J. Burnside & Associates Limited to Jatinbhai Patel of Ministry of the Environment, re: Table B-1, along with supporting documents.
17. Application for a Provisional Certificate of Approval for a Waste Disposal Site dated March 10, 2011, signed by David Milliner, CAO of the Corporation of the Township of Southgate, including all attached documents and supporting information.
18. Report entitled "Township of Southgate, Egremont Public Drop-off Area Operations," prepared by R.J. Burnside & Associates Limited, March 2011.
19. Letter dated October 25, 2011 addressed to David Milliner, CAO, Township of Southgate from G.W. Deverell of Deverell & Lemaiche LLP regarding the definition of the site and the parts of the site that still need a Certificate of Registration.
20. E-mail dated October 25, 2011 from Jamie Hollingsworth, of R.J. Brunside & Associates Limited to Jim Chisholm of the Ministry indicating that upon approval of the Certificate of Approval, the Township will be directing their lawyer to register the CofA on title for the three parcels of land that are not currently registered and are indicated in the letter that are identified in Item 19 of Schedule "A".
21. Letter dated September 10, 2013 from A. W. Bringleston, Gamsby and Mannerow Ltd. to the Director, Environmental Approvals Access and Service Integration Branch, Ontario Ministry of the Environment, with attached Environmental Compliance Approval Application, dated August 29, 2013 and signed by Jim Ellis, Public Works Manager, Township of Southgate.
22. Environmental Compliance Approval application received June 1, 2018, signed by Jim Ellis, Public Works Manager, Corporation of the Township of Southgate, including all supporting documentation and: (1) the attached report entitled "Egremont Landfill Site / Trigger Mechanism & Contingency Plan (Revised) / Township of Southgate / ECA No. 261602 / GMBP File: 212298" dated April 2018, prepared by GM BluePlan Engineering Limited; and (2) the attached report entitled "Township of Southgate / Plan of Development & Operations Report (Addendum No. 1) / Southgate (Formerly Egremont) Landfill Site / Lot A, Concession 21 / ECA No. 261602" dated April 2018, prepared by GM BluePlan Engineering Limited.
23. Email dated May 24, 2019 from Andrea Nelson, M.Sc., Senior Hydrogeologist, GM BluePlan Engineering Limited, to Ian Mitchell, P.Eng., MECP, with responses to Tech Support comments and revised trigger mechanisms.

24. Email dated March 22, 2021 from Andrea Nelson, M.Sc., Senior Hydrogeologist, GM BluePlan Engineering Limited, to Andrew Neill, P.Eng., MECP, with additional information on previously accepted updates to the monitoring plans and Schedule "B", including: (1) the attached letter dated April 4, 2019 from Rick Chappell, District Manager, MECP, to Jim Ellis, Public Works Manager, Corporation of the Township of Southgate; and (2) the attached letter dated July 20, 2015 from Ian Mitchell, P.Eng., District Engineer, MECP, to Jim Ellis, Public Works Manager, Corporation of the Township of Southgate.

SCHEDULE "B"

This Schedule "B" forms part of *Certificate* No. A261602

B.1 Groundwater Monitoring Program

The objectives of the *Site* groundwater monitoring program are:

- to monitor groundwater quality, levels and flow direction surrounding the *Site*;
- to identify and characterize movement of any leachate-related contaminants in the groundwater;
- to confirm compliance with the MECP Reasonable Use Policy objectives at the down gradient *Site* boundaries; and
- to determine the need for implementation of groundwater contingency measures.

B.2 Groundwater Monitoring Plan

The groundwater monitoring program shall be carried out in accordance with Condition (36) of this *Approval* and address the stated objectives. The monitoring plan shall include:

- Measuring water levels: Water level measurements shall be carried out in all identified groundwater monitors as listed in Table B-1 during each of the monitoring events as noted in Table B-2.
- Collecting groundwater samples: Groundwater samples shall be collected from all monitoring wells identified in Table B-1 and the samples shall be analysed for the parameters noted in Table B-2. Accepted practices for groundwater sampling, handling and sample analysis shall be followed in the monitoring program to ensure adequate quality assurance and quality control.
- Inspection and maintenance of the monitoring wells: All monitoring wells which form part of the monitoring program shall be inspected and maintained in accordance with Condition (37) of this *Approval*. The monitoring wells that are no longer required as part of the monitoring program shall be abandoned in accordance with Condition (38) of this *Approval*.
- Notwithstanding this Section B.2 and Table B-2 below, VOC sampling for LW1, OW10, OW11, OW12S, OW19 and OW20 shall be carried out no less than once per year, with VOC sampling for all other groundwater wells to be carried out no less than once every 3 years starting in 2021, where that sampling shall be carried out during the October/November sampling period.

B.3 Surface Water Monitoring Program Objectives

The objectives of the surface water monitoring program are:

- to evaluate the impact of landfilling on surface water quality and quantity; and
- to confirm compliance with the Provincial Water Quality Objectives at the downstream *Site* boundary.

B.4 Surface Water Monitoring Plan

The surface water monitoring program outlined in this section shall be carried out in accordance with Condition (36) of this *Approval* and address the objectives stated in Section B.3 above. The monitoring plan shall include:

- Surface water samples shall be collected at the locations identified in Table B- 1 and analysed for the parameters indicated in Table B-2.
- During each of the monitoring events, surface water flow measurements at each of the identified monitoring locations shall be carried out.

B.5 Landfill Gas Monitoring Program Objective

The objective of the landfill gas monitoring program is to ensure combustible gas from the landfill does not collect in any on-*Site* buildings or migrate to the nearby buildings off-*Site*.

B.6 Landfill Gas Monitoring Plan

The landfill gas monitoring plan shall be carried out to address the stated objective and will include the measurements of combustible gas concentrations at the selected landfill gas monitors identified in Table B-3.

B.7 Landfill Site Topographic Surveys:

Every second year, during the fall monitoring period, undertake a total station or similar topographic site survey of the areas of the site that have changed since the previous survey. This survey data shall be used in the reporting requirements of Condition 58.

The following tables, Table B-1, Table B-2 and Table B-3, constitute the monitoring requirements for the landfill *Site* for groundwater, surface water and landfill gas.

Table B-1: Groundwater & Surface Water

Monitoring Program for Groundwater & Surface Water				
	Groundwater		Surface Water	
Table B-2	List 1	List 2	List 1	List 2
Locations	Werner Well		SW1	SW1
	Gilliam Well	Gilliam Well	SW2	SW2
	La Casse Well		SW3	SW3
	Washroom Well			
	LW1	LW1		
	OW1			
	OW2	OW2		
	OW3	OW3		
	OW5	OW5		
	OW6	OW6		
	OW9	OW9		
	OW10	OW10		
	OW11	OW11		
	OW12D			
	OW12S	OW12S		
	OW13	OW13		
	OW14D			
	OW14S	OW14S		
	OW15D			
	OW15S	OW15S		
	OW16D			
	OW16S	OW16S		
	OW17S			
	OW17D			
	OW18S			
	OW18I			
	OW18D			
	OW19	OW19		
	OW20	OW20		

Table B-2: Groundwater and Surface Water Monitoring Parameters

Twice Annual Monitoring Program for Groundwater & Surface Water			
Parameters: GROUNDWATER		Parameters: SURFACE WATER	
LIST 1	LIST 2	LIST 1	LIST 2
Oct/Nov	April/May	Oct/Nov	April/May
Inorganics			
Alkalinity	Alkalinity	Alkalinity	Alkalinity
Arsenic		Arsenic	Arsenic
Ammonia	Ammonia	Ammonia	Ammonia
Barium	Barium	Barium	Barium
Boron	Boron	Boron	Boron
Cadmium		Cadmium	Cadmium
Calcium	Calcium	Calcium	Calcium
Chloride	Chloride	Chloride	Chloride
Chromium		Chromium	Chromium
Conductivity	Conductivity	Conductivity	Conductivity
Copper		Copper	Copper
Iron	Iron	Iron	Iron
Lead		Lead	Lead
Magnesium	Magnesium	Magnesium	Magnesium
Manganese	Manganese	Manganese	Manganese
Mercury		Mercury	Mercury
Nitrate	Nitrate	Nitrate	Nitrate
Nitrite		Nitrite	Nitrite
Total Kjeldahl Nitrogen (TKN)		Total Kjeldahl Nitrogen (TKN)	Total Kjeldahl Nitrogen (TKN)
pH	pH	pH	pH
Total Phosphorus		Total Phosphorus	Total Phosphorus
Potassium	Potassium	Potassium	Potassium
Sodium	Sodium	Sodium	Sodium
TSS (LW1 Only)	TSS (LW1 Only)		
Total Dissolved Solids	Total Dissolved Solids	Total Dissolved Solids	Total Dissolved Solids
Sulphate	Sulphate	Sulphate	Sulphate
Zinc		Zinc	Zinc
Volatile Organic Compounds (VOCs)**			
Benzene			
1,4 Dichlorobenzene			
Dichloromethane			
Toluene			
Vinyl Chloride			

Table B-2: Groundwater and Surface Water Monitoring Parameters

Twice Annual Monitoring Program for Groundwater & Surface Water			
Parameters: GROUNDWATER		Parameters: SURFACE WATER	
LIST 1	LIST 2	LIST 1	LIST 2
Oct/Nov	April/May	Oct/Nov	April/May
Other Organics			
Biochemical Oxygen Demand (BODs)	Biochemical Oxygen Demand (BODs)	Biochemical Oxygen Demand (BODs)	Biochemical Oxygen Demand (BODs)
Chemical Oxygen Demand (COD)	Chemical Oxygen Demand (COD)	Chemical Oxygen Demand (COD)	Chemical Oxygen Demand (COD)
Dissolved Organic Carbon	Dissolved Organic Carbon		
Phenol	Phenol	Phenol	Phenol
Field Parameters			
pH	pH	pH	pH
Conductivity	Conductivity	Conductivity	Conductivity
		Dissolved Oxygen	Dissolved Oxygen
		Flow	Flow
		Temperature	Temperature
		Hardness	Hardness

**VOC sampling for LW1, OW10, OW11, OW12S, OW19 and OW20 shall be carried out no less than once per year, with VOC sampling for all other groundwater wells to be carried out no less than once every 3 years, starting in 2021.

Table B-3: Landfill Gas

Landfill Gas Monitoring Program
<u>Sample Locations</u>
Leachate Monitor (LW1)
<u>Parameters</u>
Methane
<u>Sampling Frequency and Timing</u>
April/May and October/November
<u>Other Notes</u>
(I) The leachate monitor shall be screened across the water table so as to permit collection of leachate samples as well as conduct landfill gas measurements.

SCHEDULE "C"

This Schedule "C" forms part of Approval No. A261602

CLOSURE PLAN AND POST CLOSURE MAINTENANCE AND MONITORING

A closure plan and post-closure maintenance and monitoring program shall be developed for the *Site*. The plan shall be submitted to the *Director* for approval in accordance with Condition 60 of this *Approval*. The plan shall include:

- (a) Changes to the final contour plan that may have been previously identified in the annual reports or recommended from the development of the closure plan;
- (b) Fencing and access control;
- (c) Details of any additional cover;
- (d) Details of additional vegetative plantings;
- (e) Post-closure and end-use plans;
- (f) Plans and schedules for the continued monitoring of surface water and ground water;
- (g) Plans and schedules for the routine monitoring and maintenance of the surface water drainage ditches and swales; and
- (h) Updated groundwater and surface water contingency plans, if necessary.

SCHEDULE "D"

This Schedule "D" forms part of Approval No. A261602

Material	Maximum Drop-off Area Storage Volume	Maximum daily amount received	Maximum storage time at <i>Site</i>
Materials going to Landfill	31 m ³	31 m ³	7 days
Compostable Materials	31 m ³	31 m ³	7 days
Recyclables (Blue Box)	31 m ³	31 m ³	6 months
Scrap Metals	31 m ³	31 m ³	6 months
White Goods	31 m ³	31 m ³	6 months
Tires	4999 <i>tire units</i>	1500 <i>tire units</i>	6 months
Used Oil	2500 Litres	2500 Litres	Until tank 90% full
Construction and Demolition waste	31 m ³	31 m ³	6 months
Shingles	50 m ³	50 m ³	6 months
Bale Wrap	50 m ³	50 m ³	6 months
Re-use Goods	35 m ³	35 m ³	6 months
Antifreeze	2000 Litres	2000 Litres	Until tank 90% full
Cylinders	1000 cylinders	100 cylinders	6 months
Paint and solvent	2500 litres	2500 litres	6 months
Aerosol cans	5m ³	5m ³	6 months
Wet Cell Batteries	500 batteries	100 batteries	6 months
<i>WEEE</i>	5 tonnes	1 tonnes	6 months
All other MHSW not covered above in this table	Reasonable amounts reflective of normal activity of MHSW depot	Reasonable amounts reflective of normal activity of MHSW depot. Maximum total MHSW in the 45-cubic metre MHSW storage container is 45 cubic metres	6 months

The reasons for the imposition of these terms and conditions are as follows:

The reason for Condition 1 is to simplify the wording of the subsequent Conditions and define the specific meaning of terms as used in this Approval,

The reason for Conditions 2, 3 and 42 requiring registration of the Approval is that Section 46 of the Environmental Protection Act, R.S.O. 1990, prohibits any use being made of the lands after they cease to be used for waste disposal purposes within a period of twenty-five years from the year in which such land ceased to be used for waste disposal, unless the approval of the Minister for the proposed use has been given. The purpose of this prohibition is to protect future users of the Site and the environment from any hazards which might occur as a result of waste being disposed of on the Site. This prohibition and potential hazard should be drawn to the attention of future owners and users of the Site by the Approval being registered on title.

The reason for Condition 4 and 5 is to ensure that the Site is operated in accordance with this Approval and no other previously issued Notice or Certificate.

The reason for Conditions 6, 7, 8, 11, 12, 13, 14, and 15 is to clarify the legal rights and responsibilities of the Applicant.

The reason for Conditions 9 and 10 is to ensure that the appropriate Ministry staff have ready access to information and the operations of the Site which is approved under this Approval. Condition (10) is supplementary to the powers of entry afforded a Provincial Officer pursuant to the Environmental Protection Act, the Ontario Water Resources Act, and the Pesticides Act, as amended.

The reason for Conditions 16 to 51 are to ensure that the continued use of the Site is done in an environmentally acceptable manner.

The reason for Condition 41 is to provide a mechanism which provides early warning of potential impact to allow sufficient time to prepare and implement remedial action.

The reason for Conditions 52 is to ensure that compost is produced in a manner which does not result in a nuisance or a hazard to the health and safety of the environment or people.

The reasons for Condition 53 is to ensure that the Owner immediately responds to a spill or unusual emission and notify the Ministry forthwith of any spills as required in Part X of the EPA so that appropriate spills response can be determined. In addition, the reasons for Condition 53 is that the Owner develop an Environmental Emergency Plan for the Site.

The reasons for Condition 54, 55 and 56 is to insure that the site is properly inspected and maintained.

The reason for Conditions 57 to ensure that proper records of the operations of the site are kept and that the Ministry is informed annually of the operations of the site.

The reason for Condition 58 and 59 is for the Owner to provide a report every other year to the Ministry that summarizes the activity at the Site for the previous 2 years and to provide a mechanism for changes to the operation.

The reason for Condition 60 is to ensure that the Site is closed in accordance with MECP standards and to protect the health and safety of the environment.

The reasons for Conditions 61 and 62 are to ensure that the Site is operated by competent persons and that the Owner's staff are properly trained in the operation of the equipment used at the Site and emergency response procedures. This will minimize the possibility of spills or unusual emissions occurring and will enable staff to deal promptly and effectively with any spills or unusual emissions that do occur.

The reason for Condition 63 is to ensure that complaints are properly and quickly resolved and that complaints and follow-up actions have been documented.

Upon issuance of the environmental compliance approval, I hereby revoke Approval No(s). A261602 issued on November 15, 2011

In accordance with Section 139 of the Environmental Protection Act, you may by written Notice served upon me and the Environmental Review Tribunal within 15 days after receipt of this Notice, require a hearing by the Tribunal. Section 142 of the Environmental Protection Act provides that the Notice requiring the hearing shall state:

- I. The portions of the environmental compliance approval or each term or condition in the environmental compliance approval in respect of which the hearing is required, and;
- II. The grounds on which you intend to rely at the hearing in relation to each portion appealed.

Pursuant to subsection 139(3) of the Environmental Protection Act, a hearing may not be required with respect to any terms and conditions in this environmental compliance approval, if the terms and conditions are substantially the same as those contained in an approval that is amended or revoked by this environmental compliance approval.

The Notice should also include:

- I. The name of the appellant;
- II. The address of the appellant;
- III. The environmental compliance approval number;
- IV. The date of the environmental compliance approval;
- V. The name of the Director, and;
- VI. The municipality or municipalities within which the project is to be engaged in.

And the Notice should be signed and dated by the appellant.

This Notice must be served upon:

The Secretary*
Environmental Review Tribunal
655 Bay Street, Suite 1500
Toronto, Ontario
M5G 1E5


AND

The Director appointed for the purposes of Part II.1 of the
Environmental Protection Act
Ministry of the Environment, Conservation and Parks
135 St. Clair Avenue West, 1st Floor
Toronto, Ontario
M4V 1P5

*** Further information on the Environmental Review Tribunal's requirements for an appeal can be obtained directly from the Tribunal at: Tel: (416) 212-6349, Fax: (416) 326-5370 or www.ert.gov.on.ca**

The above noted activity is approved under s.20.3 of Part II.1 of the Environmental Protection Act.

DATED AT TORONTO this 8th day of May, 2021



Mohsen Keyvani, P.Eng.

Director

appointed for the purposes of Part II.1 of the
Environmental Protection Act

AN/

c: District Manager, MECP, Owen Sound
Alen Bringleon, GM BluePlan Engineering Limited

Accounts Payable

CIBC - 1 - Standard Cheque Register By Date

04/01/2021 thru 04/30/2021

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
040150	04/07/2021	001028	AL ROACH PAINTING	226.10
	Invoice 957262		03/04/2021 ARENA-2 GAL ROYAL BLUE	124.30
	Invoice 957263		02/10/2021 FIRE-2 GAL ROW HOUSE PAINT	101.80
040151	04/07/2021	001044	ANCHEM SALES	881.40
	Invoice 201562		03/17/2021 WATER CHEMICALS	915.30
	Invoice 201542		03/17/2021 WTR-REFUNDABLE PALLET DEPOSI	-33.90
040152	04/07/2021	001058	ASSOCIATION OF MUNICIPALITIES OF ONTARIO	203.40
	Invoice CT002962		02/19/2021 PLN-APR LAND USE WRKSH	203.40
040153	04/07/2021	002002	B & M CONSTRUCTION	226.00
	Invoice 3710		03/14/2021 RDS-BACKHOE/CLEAR ICE-FOODLAI	226.00
040154	04/07/2021	003026	CARSON SUPPLY	2,151.11
	Invoice S1621957.001		03/19/2021 WTR-SICO HYDRANT RED PAINT	84.75
	Invoice S1620022.001		03/05/2021 SEWER-2" PVC FLANGE	37.99
	Invoice S1620293.001		03/05/2021 WTR-VALVES/MUNICIPEX/PIPE/LINR	2,028.37
040155	04/07/2021	003070	CONSEIL SCOLAIRE CATHOLIQUE PROVIDENCE	1,800.71
	Invoice 03/18/21		03/18/2021 TAX LEVY 1ST QUARTER PAYMENT	1,800.71
040156	04/07/2021	003071	CONSEIL SCOLAIRE VIAMONDE	1,271.45
	Invoice 03/18/2021		03/18/2021 TAX LEVY 1ST QUARTER PAYMENT	1,271.45
040157	04/07/2021	003076	CORPORATE EXPRESS CANADA INC	1,067.50
	Invoice 55741069		03/23/2021 FIN-MASKS/GLOVES/FOLDERS	211.19
	Invoice 55481516		02/19/2021 FIRE-DRY ERS MRKR/PENS/HIGHLG	53.49
	Invoice 55444282		02/16/2021 CLRK/ADM-TONER/BATTERIES	110.72
	Invoice 55683148		03/16/2021 FIN-SANITIZING WIPES	81.32
	Invoice 55670915		03/15/2021 FIN-PAPER/PADS/TONER/ENVELOPE	238.24
	Invoice 55676380		03/15/2021 ADM-IMAGING UNIT	134.46
	Invoice 55718829		03/19/2021 FIN/WST-FOLDERS/NOTEBOOK/PEN	38.99
	Invoice 55752376		03/24/2021 CLRK/FIRE-LAMINATE FILM/MASKS	199.09
040158	04/07/2021	003092	CADUCEON ENTERPRISES INC.	4,604.77
	Invoice 21-3790		03/19/2021 DUNDALK WATER TESTING	144.08
	Invoice 21-3484		03/15/2021 WTR-TEST SCHD 24 SEMIVOLATILE	2,457.75
	Invoice 21-3485		03/15/2021 DDLK WATER TESTING	144.08
	Invoice 21-3195		03/10/2021 DDLK SEWAGE TESTING	191.82
	Invoice 21-3072		03/09/2021 WTR-TEST 23/24 INORGANIC/VOLATL	336.46
	Invoice 21-3071		03/09/2021 DUNDALK WATER TESTING	144.08
	Invoice 21-3541		03/16/2021 WTR-TEST GROSS ALPHA/BETA SC/	1,186.50
040159	04/07/2021	003093	CEDAR CREEK TOOLS	87.01
	Invoice 34920		02/17/2021 RDS-REPAIR TAG#4536 DEWALT	87.01
040160	04/07/2021	004002	D.V. ELECTRIC	826.30
	Invoice 2533		03/24/2021 AREN-SUPPLY/INSTL 4 LED FIXTUR	826.30
040161	04/07/2021	005015	EH!TEL NETWORKS INC	293.78
	Invoice ET-141362		03/15/2021 FIN-OFFICE INTERNET	146.89
	Invoice ET-138168		02/15/2021 FIN-OFFICE INTERNET- FEB	146.89
040162	04/07/2021	005035	ESKER-LEE FARMS INC.	255.38
	Invoice 7584		03/12/2021 WTR-GRAVEL TO DDLK WORKS	255.38
040163	04/07/2021	006019	FLOWMETRIX TECHNICAL SERVICES INC.	3,782.95

Accounts Payable

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04/01/2021 thru 04/30/2021

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
	Invoice 2601762		03/26/2021 WTR-WELL 3 NOV2020 CALIBRATION	1,050.84
	Invoice 2601763		03/26/2021 WTR-WELL 4 NOV2020 CALIBRATION	1,261.01
	Invoice 2601765		03/26/2021 WTR-LAGOON NOV2020 CALIBRATION	420.26
	Invoice 2601764		03/26/2021 WTR-WELL 5 NOV2020 CALIBRATION	1,050.84
040164	04/07/2021	007046	GREY COUNTY PUBLIC WORKS ASSOCIATION	450.00
	Invoice 2021		03/26/2021 RDS-2021 MEMBER DUES-5 REPS	450.00
040165	04/07/2021	008027	HIGHLAND SUPPLY	3,305.26
	Invoice 294192		03/23/2021 REC-CLAB3 SHARPEN	124.30
	Invoice 294196		03/23/2021 RDS-TRACKLESS REDUCER/HOSE E	13.09
	Invoice 293985		03/12/2021 RDS-ROTT4 BULK/TELLUS S2MX32	1,677.32
	Invoice 293986		03/12/2021 RDS-ROTT4 BULK	1,472.49
	Invoice 293983		03/12/2021 RDS-WINDSHIELD WASHER/ORING	18.06
040166	04/07/2021	008037	HORT MANUFACTURING (1986) LTD.	1,194.75
	Invoice 103D5614		03/10/2021 RDS-#114 WIRE HOSE/CRIMP LABOF	630.59
	Invoice 103D5548		03/03/2021 RDS-#114 SWIVL/SPRL WIRE/CNCTF	564.16
040167	04/07/2021	008040	HURONIA/MED-E-OX LTD.	177.00
	Invoice D73820		02/08/2021 RDS-HOLST PROPANE CYLINDERS	177.00
040168	04/07/2021	008041	HWY 4 TRUCK SERVICE LTD.	2,999.53
	Invoice 99420		01/05/2021 RDS-PTO AIR VALVE 2 POSITION	147.22
	Invoice 101447		03/18/2021 RDS-DEF DRUM 205L PROMO	192.09
	Invoice 101524		03/22/2021 RDS-CONSPICUITY TAPE	91.53
	Invoice 99191		03/26/2021 RDS-#112 OIL FILL TUBE	442.11
	Invoice 99449		03/26/2021 RDS-BATTERY	196.26
	Invoice 101250		03/09/2021 WST-#217 HEADLIGHT	14.29
	Invoice 101260		03/05/2021 WST-#219 INSPECTION/REPAIRS	781.59
	Invoice 101327		03/09/2021 WST-#213 GRS LINE RPR/FILTERS	999.71
	Invoice 101299		03/10/2021 WST-#217 HEADLIGHT REPAIR	122.84
	Invoice 101251		03/09/2021 RDS-AIR FRESHENERS	11.89
040169	04/07/2021	012010	LIBRARY BOUND INC	2,007.96
	Invoice 30094865		03/04/2021 LIBRARY BOOKS	787.31
	Invoice 30095939		03/19/2021 LIBRARY BOOKS	254.53
	Invoice 30095712		03/17/2021 LIBRARY BOOKS	966.12
040170	04/07/2021	012027	LAWN, GARDEN & LANDSCAPE	226.00
	Invoice 444		03/15/2021 RDS-DDCU SNOW RMVL PMT #5	226.00
040171	04/07/2021	013011	MAPLE LANE FARM SERVICE INC.	26.40
	Invoice I213127		03/24/2021 RDS-PARTS-PREMIUM BEA A563	20.16
	Invoice FC-I207818		03/01/2021 SERVICE CHG FROM 01/04/21	6.24
040172	04/07/2021	013035	MCDONALD HOME HARDWARE	2,447.07
	Invoice 97634		02/12/2021 AREN-X6SPRUCE 2X6 12'/THRD ROD	141.61
	Invoice 98743		03/22/2021 REC-ALK RST PAINT/TRAY	37.27
	Invoice 98449		03/12/2021 AREN-2X4 MNRL PANELS/ALUM DUC	323.12
	Invoice 98385		03/10/2021 AREN-BUNGEE CORDS	-5.64
	Invoice 98286		03/08/2021 ARENA-STNDRD SHELF/TPCN 100BX	67.75
	Invoice 98334		03/09/2021 REC-LATEX GLOVES	11.85
	Invoice 98380		03/10/2021 ARENA-BUNGEE CORDS/EYE SCRE\	37.80
	Invoice 98546		03/16/2021 ARENA-CLR GLUE/SPRAY BOTTLES	19.29
	Invoice 97040		01/22/2021 LIB-LQD PAPER/PACKING TAPE	7.32
	Invoice 96464		01/04/2021 ARENA-V BELT/CABLE TIES	24.67
	Invoice 96590		01/08/2021 ARENA-PAINTERS TAPE	14.67

Accounts Payable

CIBC - 1 - Standard Cheque Register By Date

04/01/2021 thru 04/30/2021

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
Invoice 96610			01/08/2021 REC-SWINTON PRK FURNACE FILTF	78.99
Invoice 96850			01/15/2021 ARENA-LTX GLOVES/OVEN CLEANE	22.78
Invoice 97183			01/28/2021 ARENA-SINGLE SIDED KEYS X6	22.31
Invoice 97237			01/29/2021 CAP/AREN-SPRUCE 12'/16'/SCREWS	337.01
Invoice 98736			03/22/2021 REC-RPL MIN 12.8V LAMPS 2PK	5.64
Invoice 98797			03/23/2021 RDS-PARKETTE CANADA FLAG	40.67
Invoice 98009			02/25/2021 ARENA-LUBRICANT/GREASE	33.29
Invoice 98703			03/20/2021 ARENA-BUNGEE CORDS	14.67
Invoice 98796			03/23/2021 WST-DDLK PADLOCK/SNGL SIDE KE	90.28
Invoice 98776			03/23/2021 RDS-DDLK DEPOT EXTRACTOR SET	21.46
Invoice 96526			01/06/2021 RDS-DCK SQ SCREWS	11.28
Invoice 96664			01/11/2021 RDS-DRLX PAN SCREWS	15.24
Invoice 96812			01/15/2021 CLRK-SINGLE SIDED KEY	3.72
Invoice 96836			01/15/2021 RDS-CBL TIES FOR FLAGS	4.49
Invoice 96909			01/18/2021 SEWER-PRO-DOPE COMPOUND/SCI	27.56
Invoice 96913			01/18/2021 RDS-CON SCW BITS 10PK-DDLK DEI	22.57
Invoice 97050			01/23/2021 WST-PROPANE TANK HEATER	135.59
Invoice 97188			01/28/2021 WST-CAR FRESHENER/HOSE NOZZI	38.14
Invoice 02/01/21			01/31/2021 01/31/21 SERVICE CHARGE	13.23
Invoice 98670			03/19/2021 RDS-RATCHET/SOCKET DDLK DEPC	42.92
Invoice 98629			03/18/2021 SEWER-NITRILE GLOVES LRG 100PI	33.89
Invoice 98581			03/17/2021 WTR-WHITPOLY/CLRVNY TUBING	352.56
Invoice 98627			03/18/2021 RDS-PNTR TAPE/LYSOL CLNR/TRMS	12.06
Invoice 98749			03/22/2021 RDS-PAINT/BRUSH SET HPVL DEPO	59.96
Invoice 96473			01/04/2021 FIRE-SNOW PUSHER/RMVLB STRIP	32.07
Invoice 97256			01/30/2021 FIRE-DCK SQ SCREWS	5.64
Invoice 98510			03/14/2021 RDS-ALK RST PAINT/SPRAY PAINT	73.42
Invoice 98399			03/11/2021 RDS-PAINT BRUSHES/ROLLERS	45.73
Invoice 98288			03/08/2021 RDS-LED 6V LANTERN	14.68
Invoice 98481			03/13/2021 WST-POLY GLOVES LARGE	11.27
Invoice 98252			03/06/2021 RDS-10LB RAGS/SCREWS	16.89
Invoice 98427			03/11/2021 RDS-54" BOW RAKE X3	74.55
Invoice 98319			03/09/2021 RDS-MGC ERASER SPONGES	10.83
Invoice 98317			03/09/2021 RDS-9 VOLT BATTERY	15.81
Invoice 98859			03/26/2021 REC-FMAC DISP VNYL GLOVES 100F	20.33
Invoice 98808			03/24/2021 ARENA-EYE SCREWS	5.83
040173	04/07/2021	013058	MINISTER OF FINANCE	97,664.38
Invoice 211203211113099			03/15/2021 POL-2021 MARCH MNCPL CONTRAC	98,941.00
Invoice 200803211100203			03/08/2021 POL-REIMB 2020 OCT-DEC REVENUE	-1,501.08
Invoice FC-211401211039042			02/28/2021 LATE PMT CHRG	94.27
Invoice 211902211042073			02/19/2021 FIRE-OCT-DEC'20 OFC NEW REGSTI	130.19
040174	04/07/2021	013097	MCDUGALL ENERGY INC.	10,635.23
Invoice 5022801			03/16/2021 HOLSTEIN DEPOT CLEAR DIESEL	630.49
Invoice 5022800			03/16/2021 HOLSTEIN DEPOT DYED DIESEL	1,757.55
Invoice 5012729			03/11/2021 DUNDALK DEPOT DYED DIESEL	184.79
Invoice 5024497			03/17/2021 DUNDALK DEPOT DYED DIESEL	81.11
Invoice 5036252			03/24/2021 WST-EGREMONT CLEAR DIESEL	3,147.38
Invoice 5034216			03/23/2021 MUNICIPAL OFFICE DYED DIESEL	1,307.34
Invoice 5034218			03/23/2021 MUNICIPAL OFFICE REGULAR GAS	633.51
Invoice 5034217			03/23/2021 MUNICIPAL OFFICE CLEAR DIESEL	2,893.06
040175	04/07/2021	014009	QUADIENT LEASING CANADA LTD.	602.29
Invoice 6246283			03/15/2021 Postage Meter lease	602.29
040176	04/07/2021	015045	OSPREY EQUIPMENT REPAIR LTD	4,244.86
Invoice 3813			03/16/2021 RDS-#100 WATR PUMP/GASKT/ORIN	2,676.86

Accounts Payable

CIBC - 1 - Standard Cheque Register By Date

04/01/2021 thru 04/30/2021

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
	Invoice 3814		03/16/2021 RDS-#101 GASKET/LABOUR	1,186.62
	Invoice 3807		03/05/2021 RDS-#113 TRACKLESS CLUTCH LAB	381.38
040177	04/07/2021	016040	PREMIER EQUIPMENT LTD	9,152.88
	Invoice 1167050		02/10/2021 RDS-TORQ-GARD/ENV LEVY MHSW	182.42
	Invoice 1167051		02/10/2021 RDS-TORQ GARD 10W30 208L	1,001.36
	Invoice 1167083		02/10/2021 RDS-TREE TRIMMING PARTS	102.64
	Invoice 1167079		02/10/2021 RDS-HYDRL/AIR FILTR/FILTER KIT	247.81
	Invoice 1167080		02/10/2021 RDS-HYD FLTR/FILTR KIT/ELEMENT	364.21
	Invoice 1167082		02/10/2021 RDS-AIR/HYDR/OIL FILTERS/KITS	1,442.33
	Invoice 1167052		02/10/2021 RDS-HY-GARDS/BRK IN PLUS OIL	1,242.03
	Invoice 1167084		02/10/2021 RDS-HARDWARE FOR SIGNS	117.47
	Invoice 1167067		02/10/2021 RDS-GR 5 HARDWARE FOR SIGNS	27.69
	Invoice 1167048		02/10/2021 RDS-CHAIN SAW/TREE TRIM PARTS	1,746.34
	Invoice 1167047		02/10/2021 RDS-#101 TORQ-GARD/FILTERS/KIT	2,678.58
040178	04/07/2021	016044	PUROLATOR INC	5.09
	Invoice 447072345		03/19/2021 RDS-SHIP TO STRONGCO	5.09
040179	04/07/2021	018004	R NOBLE & SONS INC	76.94
	Invoice 30030		03/06/2021 RDS-X2 SPRING KITS/SAFETY CLIP	76.94
040180	04/07/2021	018032	ROBERT'S FARM EQUIPMENT	1,154.14
	Invoice P40222		03/19/2021 RDS-#111 EXCHANGER WATE SYSA	1,154.14
040181	04/07/2021	019013	SAUGREEN VALLEY CONSERVATION AU	57,855.50
	Invoice 15493		03/23/2021 2021 GENERAL LEVY 50%-1ST INST	57,855.50
040182	04/07/2021	019051	SPARLING'S PROPANE	2,443.67
	Invoice 88725040904498		03/18/2021 REC-SWINTON PARK PROPANE	472.00
	Invoice 88725065887570		03/20/2021 WST-WLR PROPANE	1,057.06
	Invoice 88725041905300		03/12/2021 RDS/FIN-HPVL OFFICE PROPANE	914.61
040183	04/07/2021	019073	STRONGCO EQUIPMENT	140.76
	Invoice 90010505		03/08/2021 RDS-#114 TUBE	126.79
	Invoice 90013045		03/12/2021 RDS-#100 WIRING HARNESS X2	-176.94
	Invoice 90013044		03/12/2021 RDS-#114 GAS SPRING	190.91
040184	04/07/2021	019076	STUTZ BROWN & SELF PROFESSIONAL CORP	2,514.56
	Invoice 31735		03/23/2021 PLAN-S-3746-21 SITE PLAN AGRMT	2,514.56
040185	04/07/2021	020013	THE BRUCE-GREY SEPARATE SCHOOL BOARD	39,650.81
	Invoice 03-18-2021		03/18/2021 TAX LEVY 1ST QUARTER PAYMENT	39,650.81
040186	04/07/2021	020049	THE WELLINGTON ADVERTISER	1,086.85
	Invoice 264540		03/18/2021 BLDG/CLRK-INSP/BYLAW/ADM SPPF	407.57
	Invoice 264510		03/11/2021 WTR/BLDG-'20 WTR RPRT/INSPCTOI	446.39
	Invoice 264065		03/04/2021 RDS/WTR-'20 WTR RPRT/RFT&RFQ'S	232.89
040187	04/07/2021	021008	UTIL-EQUIP MANUFACTURING INC	824.90
	Invoice 9010		03/01/2021 FIRE-INSPECT LADDER/ROOF/ATTIC	824.90
040188	04/07/2021	022004	VANALSTINE AUTOMOTIVE	50.80
	Invoice 12611		02/04/2021 FIRE-OIL CHANGE/FILTER/INSPCTN	50.80
040189	04/07/2021	022011	VWR INTERNATIONAL CO	493.11
	Invoice 8653907000		03/08/2021 SEWER-PROBE THRMO 0-90C	493.11

Accounts Payable

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04/01/2021 thru 04/30/2021

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
040190	04/07/2021	023005	WALKERTON CLEAN WATER CENTRE	1,107.40
	Invoice 3056341		03/16/2021 WTR-SM SYSTEM PRACTICES CRS :	1,107.40
040191	04/07/2021	023007	WARD & UPTIGROVE CONSULTING & HUMAN RESOURCES	774.05
	Invoice 71423		02/28/2021 ADMIN-FEBRUARY HR SERVICES	774.05
040192	04/07/2021	023039	WORK EQUIPMENT	587.37
	Invoice 051481		03/17/2021 RDS-#113 PLOW SKID SHOE/SPACEI	587.37
040193	04/07/2021	023044	WAGGS LTD.	50.85
	Invoice 243383		01/18/2021 LIB-3 MAT CLEANS	50.85
040194	04/07/2021	025002	YOUNG'S BUILDING MATERIALS INC.	55.36
	Invoice 714983		03/11/2021 RDS-UNIT 205 ALK RST GLS PAINT	55.36
040195	04/07/2021	098002		378.75
	Invoice 01/13/2021		01/13/2021 TAX PYMT REFUND-OWNER CHANG	378.75
040196	04/07/2021	098002		604.82
	Invoice March 12, 2021		03/12/2021 WTR ACCNT#13071800 PAP REFUND	604.82
040197	04/07/2021	098002	RECEIVER GENERAL FOR CANADA	915.15
	Invoice Roll#420709000206901		03/24/2021 PILT OVERPAYMENT 2020 TAX SALE	915.15
040198	04/07/2021	099001	2U MOBILE EMISSION INSPECTIONS	649.75
	Invoice 2602		03/11/2021 RDS-UNITS 208/212/213/209/214	649.75
040199	04/07/2021	099002	BJ INDUSTRIES INC.	847.50
	Invoice 999		03/24/2021 RDS-#116 REPL MOUNTING PLATE	847.50
040200	04/07/2021	099004	GTA COMPRESSOR SOLUTIONS INC.	395.06
	Invoice 102413		02/18/2021 FIRE-LABOUR GAUGE 0-7500 PSI	395.06
040201	04/07/2021	099006	ONTARIO BUILDING OFFICIALS ASSOCIATION	162.63
	Invoice 0000006330		03/12/2021 BLDG-INSPECTOR/BYLAWS ADVRTSM	162.63
040202	04/07/2021	099006	ORANGEVILLE FIRE EQUIPMENT	813.60
	Invoice 89228		01/14/2021 FIRE-TEST SCT BREATHNG CYLNDF	813.60
040203	04/07/2021	099007	SANI GEAR INC.	2,696.86
	Invoice 6871		03/17/2021 FIRE-SUIT CLEAN/RPAIR/HYD TEST	697.94
	Invoice 6805		03/10/2021 FIRE-SUIT CLEAN/TEST/REPAIR	1,104.80
	Invoice 6918		03/24/2021 FIRE-SUIT CLEAN/TEST/REPAIRS	894.12
040204	04/07/2021	099007	SCG PROCESS	4,717.98
	Invoice 3538605		03/22/2021 WTR-INJECTION VALVE/STOP QUILL	4,717.98
040205	04/07/2021	099008	T'NT WORK & RESCUE	254.99
	Invoice 50253		03/09/2021 FIRE-STERLING 1/2" WATERLINE Y	254.99
040206	04/07/2021	099008	TRANSPORTATION ASSOCIATION OF CANADA	308.49
	Invoice MR-2021-2106		01/28/2021 RDS-2021 MUNPL MEMBER#2316667	308.49
040207	04/14/2021	002047	BROADLINE EQUIPMENT RENTALS LTD	2,812.40
	Invoice 80089		03/26/2021 RDS-WOOD CHIPPER 10" 25.9HRS	2,254.29
	Invoice 80244		03/22/2021 RDS-FORESTRY CHAPS X2	207.81
	Invoice 77855		04/12/2021 AREN-'20 INDIRECT DIESEL HEATER	350.30

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040208	04/14/2021	003076	CORPORATE EXPRESS CANADA INC	247.40
	Invoice 55777281		03/26/2021 FIN-SHARPIE MARKERS	30.45
	Invoice 55865026		04/08/2021 FIN-FINGER TIPS	7.00
	Invoice 55848516		04/06/2021 FIN/ADM-TONER/LAMINT FILM/TAPE	204.88
	Invoice 55815186		03/31/2021 FIN-POST IT ARROW FLAGS	5.07
040209	04/14/2021	003092	CADUCEON ENTERPRISES INC.	1,351.06
	Invoice 21-4565		04/08/2021 DDLK WATER TESTING HPC/TC X10	512.03
	Invoice 21-4140		03/26/2021 DUNDALK WATER TESTING-LEAD	839.03
040210	04/14/2021	004070	DUNDALK FIREFIGHTERS ASSOCIATION	13,785.00
	Invoice 02/28/21		02/28/2021 2021 DONATIONS	4,480.00
	Invoice 12/31/2018		04/12/2021 2018/2019/2020 DONATIONS	9,305.00
040211	04/14/2021	004071	DUNDALK FOODLAND	18.45
	Invoice Tran1563		03/05/2021 WTR-DISTILLED WTR/SNDWCH BAG	6.49
	Invoice Tran7706		03/25/2021 WTR-SPRING WATER	11.96
040212	04/14/2021	004081	DUNWOOD SIGNS & TEXTILES INC.	54.24
	Invoice 6216		03/25/2021 RDS-GAS LINE ALUM SIGNS X2	54.24
040213	04/14/2021	005001	E. F. MARTIN MFG. LTD.	88.89
	Invoice 7336		03/27/2021 WST-#213 WIRE HOSE/ELBOW/SWIV	88.89
040214	04/14/2021	005011	ECONOMIC DEVELOPERS COUNCIL OF ONTARIO	282.50
	Invoice 05138		04/01/2021 ADM-ED OFFICER JOB POSTING	282.50
040215	04/14/2021	005035	ESKER-LEE FARMS INC.	234.48
	Invoice 7568		01/21/2021 WTR-A GRAVEL GOLD ST W-WTRM/	234.48
040216	04/14/2021	005037	EVANS UTILITY & MUNICIPAL PROD	192.50
	Invoice 0000162474		03/26/2021 WTR-SHUT OFF KEY 5/7'	192.50
040217	04/14/2021	005039	EXCEL BUSINESS SYSTEMS	927.53
	Invoice 413451		03/30/2021 FIN-MARCH COPIES	679.45
	Invoice 413450		03/30/2021 LIB-MARCH COPIES	248.08
040218	04/14/2021	008021	HERALD NEWSPAPER CORP	666.70
	Invoice 20013		03/08/2021 EMPLOYMNT OPPS/WTR RPRTS/TEI	666.70
040219	04/14/2021	008027	HIGHLAND SUPPLY	224.51
	Invoice 294535		04/07/2021 REC-STIHL SWEEPER REPAIR	28.04
	Invoice 294409		04/01/2021 RDS-UNIT 100 ROTELLA T6	169.01
	Invoice 294315		03/29/2021 RDS-DDLK DEP HYDRL FITTING/LAB	13.39
	Invoice 294255		03/25/2021 RDS-HYDRL FITTING PRESSUR WSP	14.07
040220	04/14/2021	008041	HWY 4 TRUCK SERVICE LTD.	745.77
	Invoice 101605		03/19/2021 RDS-#220 ANL INSP/LIGHT REPAIR	334.34
	Invoice 101606		03/23/2021 RDS-#209 BRAKE INSP/REPAIRS	411.43
040221	04/14/2021	009010	INFINITY NETWORK SOLUTIONS	3,826.57
	Invoice 33749		04/05/2021 LIB-NEW COMP SETUP/DEEP FREEZ	869.51
	Invoice 33911		04/05/2021 FIN-APRIL PHONE SERVICES	118.54
	Invoice 33910		04/05/2021 ALL USERS APRIL MS EXCH/365BUS	573.81
	Invoice 33909		04/05/2021 ALL USERS APRIL MONITR/MAINTNC	2,264.71
040222	04/14/2021	010007	J.J. MCLELLAN & SON LIMITED	48.21
	Invoice I008683		03/16/2021 RDS-MIC 10" PARTS	48.21

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040223	04/14/2021	010011		158.00
	Invoice April 7, 2021		04/07/2021 TOWN HALL 4 CLEANS APRIL	158.00
040224	04/14/2021	012010	LIBRARY BOUND INC	568.71
	Invoice 30096535		03/29/2021 LIBRARY BOOKS	568.71
040225	04/14/2021	013035	MCDONALD HOME HARDWARE	822.02
	Invoice 99023		03/31/2021 ARENA-9 VOLT BATTERY	15.81
	Invoice 99034		03/12/2021 ARENA-FURNACE FILTERS	8.67
	Invoice 99158		04/06/2021 ARENA-PLUGS/AIR CHUCK	16.14
	Invoice 99208		04/07/2021 ARENA-SHUFFLEBOARD WAX	10.16
	Invoice 99169		04/06/2021 LIB-CLEAR PACKING TAPE	16.94
	Invoice 99029		03/31/2021 LIB-STORAGE BOX CLEAR	12.98
	Invoice 99176		04/07/2021 RDS-GARDEN SUPPLIES/FORK/RAKI	259.85
	Invoice 99195		04/07/2021 RDS-PAINT/BRUSHES/ROLLERS	66.05
	Invoice 99202		04/07/2021 WST-SINGLE SIDED KEYS X10	37.18
	Invoice 98909		03/27/2021 WST-PROP TNK HEATER	84.74
	Invoice 99026		03/31/2021 RDS-OPN REEL FBGL TAPE	45.19
	Invoice 98995		03/30/2021 RDS-TAPE/SHOVEL/PICK HHNDL/PIN	111.25
	Invoice 98821		03/24/2021 SEWER-SPRAY PAINT AL RST	7.20
	Invoice 99002		03/31/2021 RDS-ALK PAINT X2/ROLLR/BRUSHE	129.86
040226	04/14/2021	013097	MCDUGALL ENERGY INC.	4,617.73
	Invoice 5045489		03/30/2021 HOLSTEIN DEPOT DYED DIESEL	1,713.31
	Invoice 5045491		03/30/2021 HOLSTEIN DEPOT REGULAR GAS	1,059.19
	Invoice 5036253		03/24/2021 EGREMONT TRNSFR ST DYED DIESEL	711.47
	Invoice 5036254		03/24/2021 EGREMONT TRNSFR ST DYED DIESEL	1,133.76
040227	04/14/2021	015026	ONTARIO GOOD ROADS ASSOCIATION	3,322.20
	Invoice 59218		04/08/2021 RDS-GRS MEMBR H&SFTY CRS-	1,107.40
	Invoice 59216		04/08/2021 RDS-GRS MEMBR SOILS CRS-	1,107.40
	Invoice 59217		04/08/2021 RDS-GRS MEMBR H&SFTY CRS	1,107.40
040228	04/14/2021	016044	PUROLATOR INC	16.19
	Invoice 447129140		03/26/2021 CLRK/WST-SHIP FROM TOWNSHIP	16.19
040229	04/14/2021	018032	ROBERT'S FARM EQUIPMENT	260.66
	Invoice P40657		03/31/2021 RDS-#117 ELEMNT/FILTER/OILROOM	260.66
040230	04/14/2021	019019	NFP CANADA CORP	504.36
	Invoice 52161		04/05/2021 FIN-BOILR/MACHINRY POL 10/1/21	127.44
	Invoice 51792		03/31/2021 FIN-FC41756 COMC THRU 10/1/21	376.92
040231	04/14/2021	019048	SOUTH EAST GREY COMMUNITY HEALTH CENTRE	29,918.55
	Invoice 680		03/30/2021 PUBH-ERSKN UTIL JUL'20-MAR'21	4,918.55
	Invoice SALES000681		04/01/2021 PUBH-PROG SUPPRT APR'21-MAR'22	25,000.00
040232	04/14/2021	019051	SPARLING'S PROPANE	1,101.06
	Invoice 88725041905302		03/26/2021 RDS/FIN-OFFICE PROPANE	1,101.06
040233	04/14/2021	019054	BEARCOM CANADA CORP.	169.51
	Invoice 5168518		03/16/2021 FIRE-PAGER SERVICE/BATTERY	93.23
	Invoice 5168516		03/16/2021 FIRE-PAGER CLEAN/RPLC CLIP	76.28
040234	04/14/2021	019076	STUTZ BROWN & SELF PROFESSIONAL CORP	638.18
	Invoice 31796		04/01/2021 PLN-S-3746-21 SITE PLAN AGRMNT	365.14
	Invoice 31700		03/18/2021 R-ED-S-3746-21 PLAN16R9654	273.04

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040235	04/14/2021	019084	SUPERIOR TIRE SALES & SERVICE	244.08
	Invoice SUP0043778		04/07/2021 RDS-#114 TIRE MOUNT SRVC CALL	244.08
040236	04/14/2021	019086	SHRED-IT	87.96
	Invoice 8101246746		03/31/2021 CLERKS-SHREDDING SERVICES	87.96
040237	04/14/2021	019087	SOUTHWAY BINS INC	3,758.38
	Invoice 3801		03/25/2021 WST-40Y BIN REPAIR AND REFURB	3,758.38
040238	04/14/2021	020026		150.00
	Invoice March 2021		03/31/2021 LIB-MARCH CLEANING	150.00
040239	04/14/2021	020044	TRITON ENGINEERING SERVICES LTD	27,219.72
	Invoice 51901		02/28/2021 SWR/WTR-A4160 SERVICNG DEC-FE	9,760.66
	Invoice 51943		02/28/2021 SWR-W4609 FEB WW CLASS EA MN	1,514.20
	Invoice 51942		02/28/2021 WTR-T4611 WELL5 CON FEB REVIEV	1,012.48
	Invoice 51900		02/28/2021 ARENA-A4155 JAN INSPECT COLUMI	374.71
	Invoice 51902		02/28/2021 R-A4165 WHT ROSE PH3 JAN/FEB	1,161.06
	Invoice 51897		02/28/2021 R-A4152 WHT ROSE EST FEB FEES	1,062.20
	Invoice 51898		02/28/2021 R-A4153 REALE FLATO W BL75 FEB	502.19
	Invoice 51906		02/28/2021 PLN-A4175 PETAWAWA JAN/FEB FEI	1,361.65
	Invoice 51889		02/28/2021 ED-M5616 INDSTR L RD DESGN PREF	3,785.50
	Invoice 51904		02/28/2021 R-A4169 FLATO N PH4-6 FEB FEES	330.53
	Invoice 51899		02/28/2021 R-A4154 FLATO MISC FEB SECURITY	483.08
	Invoice 51905		02/28/2021 R-A4171 FLATO GLENELG FEB FEES	4,953.33
	Invoice 51903		02/28/2021 R-A4167 FLATO DEV PH7/8/10 FEB	918.13
040240	04/14/2021	020049	THE WELLINGTON ADVERTISER	368.75
	Invoice 265018		03/25/2021 CLRK/REC/ED-EMPLMT OP/LND SAL	368.75
040241	04/14/2021	022004	VANALSTINE AUTOMOTIVE	476.04
	Invoice 12813		03/11/2021 RDS-#315 OIL CHANGE	65.80
	Invoice 12781		03/08/2021 RDS-#208 INS NEW BELT TENSIONR	410.24
040242	04/14/2021	022008	VIKING CIVES LTD	1,067.28
	Invoice 2699326		03/25/2021 RDS-#216 SP TORSION WNG HINGE	108.76
	Invoice 2699327		03/25/2021 RDS-#220 FLTR ELMNTS RET/HP MP	958.52
040243	04/14/2021	023008	WASTE MANAGEMENT	1,947.88
	Invoice 0003751-0677-0		04/01/2021 MARCH RECYCLING	1,947.88
040245	04/14/2021	098002		250.00
	Invoice April 9/2021		04/09/2021 FINAL INSP DEPOSIT RFND	250.00
040246	04/14/2021	098002	JDC CUSTOM HOMES INC.	400.00
	Invoice March 2021		03/15/2021 ENTRNC PERM #2021-04 REFUND	400.00
040247	04/14/2021	098002		250.00
	Invoice April 9,2021		04/09/2021 #2019-177 FINAL INSP DEP RFND	250.00
040248	04/14/2021	098002		595.00
	Invoice 04-01-2021		04/01/2021 PAP REFUND-PROPERTY SOLD	595.00
040249	04/14/2021	099002	CANSEL SURVEY EQUIPMENT INC.	163.85
	Invoice 91007482		03/30/2021 WTR-CATALYST PRECISION SUB-10	163.85
040250	04/14/2021	099002	COMMUNITY FOUNDATION GREY BRUCE	30,000.00

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	Invoice March, 30, 2021		03/30/2021 FIN-SOUTHGATE COMMUNITY FUNC	30,000.00
040251	04/14/2021	099004	GREY COUNTY FIRE TRAINING ASSOCIATION	500.00
	Invoice NFPA 1041- DFD		03/30/2021 FIRE-INSTRUCTOR 1 COURSE-2 PPL	500.00
040252	04/14/2021	099004	GTA COMPRESSOR SOLUTIONS INC	1,068.39
	Invoice 102063		04/12/2021 FIRE-PMA PARTS/LABOUR-NOV2020	1,068.39
040253	04/14/2021	099004	INGENIOUS SOFTWARE	2,850.43
	Invoice 7605		03/25/2021 FIREPRO2 CONTRACT THRU APR20:	2,850.43
040254	04/14/2021	099005	JD MOBILE REPAIR SERVICE	657.10
	Invoice 101		03/29/2021 RDS-#111 REPLC RAD-COOLNT LEA	657.10
040255	04/14/2021	099005	RESOLUTIONS COMPUTER CONSULTING	2,260.00
	Invoice 1418		04/01/2021 WW-IN/EFFLUENT FLOW CHARTS	2,260.00
040256	04/14/2021	099006	MAPLE VALLEY SALES & SERVICE	566.10
	Invoice 44545		03/17/2021 RDS-PRESSURE WASHER REPAIR	566.10
040257	04/14/2021	099006	MUNICIPALITY OF MEAFORD	194.44
	Invoice 455337		03/11/2021 CLRK-'21 CMLPNC COMMITEE MEME	194.44
040258	04/14/2021	099006	ORANGEVILLE LOCK & DOOR SERVICES	480.25
	Invoice 04-21-0039		04/11/2021 AREN-INSTALL BEA WIRELESS UNIT	480.25
040259	04/14/2021	099007	RURAL RESCUE INC	360.82
	Invoice #1858		02/05/2021 AREN/REC-ZOLL PLUS PEDTRC PAC	360.82
040260	04/14/2021	099007	SANI GEAR INC.	496.98
	Invoice 6966		03/30/2021 FIRE-SUIT CLEAN/TEST/REPAIR	496.98
040261	04/14/2021	099008	T'NT WORK & RESCUE	55.21
	Invoice 50375		03/29/2021 FIRE-8MM SEWN PRUSIK LOOP35.5"	55.21
040262	04/14/2021	019030	SHELBURNE HOME HARDWARE BUILDING CENTRE	896.69
	Invoice 322135/1		03/04/2021 AREN-FIRERTD CRSS T/MAIN RUNN	232.35
	Invoice 323878/1		03/23/2021 WTR/WW-2X2X48" STAKES-LOCATE:	664.34
040263	04/28/2021	001002	A & L CANADA LABORATORIES INC	446.35
	Invoice 0000318656		04/01/2021 WST-COMPOST QLTY/SOIL TEST 8	446.35
040264	04/28/2021	001014	ADVANEDGE TECHNOLOGIES	723.20
	Invoice 722		04/26/2021 RDS-RPR CUTTING EDGE BLOWER	723.20
040265	04/28/2021	001058	ASSOCIATION OF MUNICIPALITIES OF ONTARIO	406.80
	Invoice CT003202		03/29/2021 2021 LAND USE PLN WRKSH-P	203.40
	Invoice CT003201		03/26/2021 PL-'21 LAND USE WRKSH-P	203.40
040266	04/28/2021	002057	BUCKHAM TRANSPORT LIMITED	2,469.05
	Invoice 29727		04/07/2021 WST-HAZARDOUS DISPOSAL	2,469.05
040267	04/28/2021	003076	CORPORATE EXPRESS CANADA INC	552.34
	Invoice 55909169		04/14/2021 FIN/BLDG-FOLDERS/ENVELOPES/INI	253.14
	Invoice 55953696		04/20/2021 FIN/WTR-PAPER/TOWEL WIPES	299.20
040268	04/28/2021	003092	CADUCEON ENTERPRISES INC.	1,447.25
	Invoice 21-4934		04/13/2021 DDLK WTR TESTING-THMS ANALYSI	839.87

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	Invoice 21-5413		04/20/2021 DUNDALK WATER TESTING	144.08
	Invoice 21-5498		04/21/2021 DDLK WATER TESTING-HALOACETI	463.30
040269	04/28/2021	004002	D.V. ELECTRIC	271.05
	Invoice 2540		04/21/2021 REC-RPL RV RECEPTACLES/PVC BC	171.01
	Invoice 2541		04/21/2021 ARENA-REPLC BRKN PVC BOX	100.04
040270	04/28/2021	004039	DILLMAN SANITATION LTD	175.15
	Invoice 14926		04/05/2021 WST-DDLK PTB TOILET APR-JUL'21	175.15
040271	04/28/2021	004081	DUNWOOD SIGNS & TEXTILES INC.	1,056.55
	Invoice 6232		03/31/2021 RDS-12"/6" LMNTD DOOR DECALS	459.91
	Invoice 6099		01/09/2021 PLAN-24X24 NOTICE SIGNS	596.64
040272	04/28/2021	005001	E. F. MARTIN MFG. LTD.	95.67
	Invoice 7427		04/12/2021 WST-#217 HYDRL HOSE/SWIVL/SLV	95.67
040273	04/28/2021	005015	EHITEL NETWORKS INC	146.89
	Invoice ET-144580		04/15/2021 FIN-OFFICE INTERNET	146.89
040274	04/28/2021	005035	ESKER-LEE FARMS INC.	324.78
	Invoice 7621		04/09/2021 WTR-GRAVEL TO DDLK WORKS YAF	324.78
040275	04/28/2021	005037	EVANS UTILITY & MUNICIPAL PROD	20,855.00
	Invoice 0000162522		03/31/2021 WTR-MTR-RD2M13 5/8"R900I REGX9	2,065.08
	Invoice 0000162561		04/09/2021 WTR-METER SPACERS X25 3/4 TAIL	334.76
	Invoice 0000162521		03/31/2021 WTR-STR METER TAILS/PLE-CODER	18,455.16
040276	04/28/2021	007012	GEORGIAN BAY FIRE & SAFETY SUP	281.48
	Invoice 909695		03/31/2021 LIB-FIRE EXT/EMERG LGHT INSPCT	281.48
040277	04/28/2021	008014	HARTMAN COMMUNICATIONS	1,221.53
	Invoice 42387		04/07/2021 RDS-#317 KENWD MOBILE/3HR SRV	1,221.53
040278	04/28/2021	008027	HIGHLAND SUPPLY	524.81
	Invoice 294675		04/12/2021 REC-V BELT	237.82
	Invoice 294326		03/29/2021 RDS-BLUE HOSE 100FT/FITTINGS	286.99
040279	04/28/2021	008041	HWY 4 TRUCK SERVICE LTD.	1,932.85
	Invoice 101804		04/01/2021 RDS/WST-DEF BULK	1,216.38
	Invoice 101906		04/08/2021 RDS-#317 RUNNING BOARD SET	672.33
	Invoice 102176		04/20/2021 RDS-BOOT BRUSH	44.14
040280	04/28/2021	009010	INFINITY NETWORK SOLUTIONS	9.64
	Invoice 34086		04/19/2021 WST-MICROSOFT 0365 SRVC SET U	9.64
040281	04/28/2021	010034	JOE JOHNSON EQUIPMENT INC.	923.75
	Invoice S13858		04/12/2021 WST-#213 ARM REPAIR	923.75
040282	04/28/2021	010042	J.D. MCARTHUR TIRE SERVICES INC.	706.34
	Invoice 04CN0001104		01/19/2021 WST-#217 RETREAD CASING GR B/C	-237.30
	Invoice 04RO0064685		04/14/2021 RDS-PWR ST2 TRAILER TIRE MOUN	244.02
	Invoice 04RO0064390		04/12/2021 WST-#219 SERVICE CALL DEMOUNT	695.18
	Invoice SI00361		01/31/2021 INTEREST ON 04RO0063389	4.44
040283	04/28/2021	012010	LIBRARY BOUND INC	1,697.97
	Invoice 30097736		04/14/2021 LIBRARY BOOKS	508.18
	Invoice 30097250		04/08/2021 LIBRARY BOOKS	1,189.79

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040284	04/28/2021	012013	LIFESAVING SOCIETY	502.00
	Invoice S032218		03/25/2021 POOL-SWIM PRGM LICNSE/AFFILIAT	502.00
040285	04/28/2021	012027	LAWN, GARDEN & LANDSCAPE	226.00
	Invoice 463		04/15/2021 RDS-DDCU SNOW RMVL PYT#6	226.00
040286	04/28/2021	013011	MAPLE LANE FARM SERVICE INC.	210.18
	Invoice I212138		03/15/2021 RDS-LEFT/RIGHT SKIDS	210.18
040287	04/28/2021	013035	MCDONALD HOME HARDWARE	543.98
	Invoice 99558		04/19/2021 REC-CAUTN TAPE/GALV FENCE TIE	112.85
	Invoice 99179		04/07/2021 REC-GARDEN SUPPLIES	27.03
	Invoice 99375		04/12/2021 ARENA-SHELF BRACKETS	27.10
	Invoice 99363		04/12/2021 REC-FMAC CMRCL ENT KNBST X2	142.36
	Invoice 99148		04/06/2021 RDS-STRAP WRENCHES	16.94
	Invoice 98884		03/26/2021 RDS-ENERGIZER BATTERIES	27.07
	Invoice 99367		04/12/2021 PLAN-BUILDERS HRDWRE FOR SIG	21.41
	Invoice 99366		04/12/2021 RDS-RECEIVER CLASS PIN/CLIP	24.84
	Invoice 99642		04/21/2021 RDS-KWIK WLD CMPND	14.68
	Invoice 99641		04/21/2021 RDS-#216 CPLG/ELBOW/TUBING	50.73
	Invoice 99152		04/06/2021 RDS-SPRAY PAINT	18.06
	Invoice 99218		04/08/2021 RDS-PAINT PAIL LINERS	19.19
	Invoice 99670		04/22/2021 ARENA-FOAM SPRAY SEALANT	7.90
	Invoice 99716		04/23/2021 ARENA-BUILDERS HARDWARE	33.82
040288	04/28/2021	013058	MINISTER OF FINANCE	99,511.76
	Invoice 211504211026002		04/15/2021 POL-JAN13/14 SALARY RECOVERIES	1,787.76
	Invoice 201204211307088		04/12/2021 POL-2021 CSPT GRANT CONTRACTS	-1,217.00
	Invoice 201204211307201		04/15/2021 POL-2021 APRIL POLICING CNTRCT	98,941.00
040289	04/28/2021	013097	MCDUGALL ENERGY INC.	11,210.00
	Invoice 5074032		04/14/2021 WST-NUTO H 32 DRUM	752.84
	Invoice 5082861		04/20/2021 DUNDALK DEPOT DYED DIESEL	547.03
	Invoice 5060857		04/07/2021 MUNICIPAL OFFICE REGULAR GAS	437.33
	Invoice 5060862		04/07/2021 MUNICIPAL OFFICE CLEAR DIESEL	6,013.31
	Invoice 5060861		04/07/2021 MUNICIPAL OFFICE DYED DIESEL	951.49
	Invoice 5078204		04/16/2021 HOLSTEIN DEPOT DYED DIESEL	2,508.00
040290	04/28/2021	014024	NEW WEST GYPSUM RECYCLING (ONT.) INC	235.04
	Invoice 226538		03/24/2021 WASTE-DRYWALL DISPOSAL	706.93
	Invoice PY009845		01/06/2021 WASTE-UNAPPLIED CREDIT 039758	-471.89
040291	04/28/2021	015045	OSPREY EQUIPMENT REPAIR LTD	4,344.68
	Invoice 3831		04/13/2021 RDS-#105 CIRCL/MLDBRD PRTS/LBR	3,723.18
	Invoice 3829		04/13/2021 WST-#120 RPR HYDR LEAK-SL RING	621.50
040292	04/28/2021	016044	PUROLATOR INC	14.13
	Invoice 447305115		04/16/2021 CLERKS-SHIP TO REGISTRAR	14.13
040293	04/28/2021	018011	REALTAX INC.	4,068.00
	Invoice 78372		04/16/2021 GYSG18-26 REAL TAX FEES	113.00
	Invoice 75190		04/23/2021 GYSG18-09 REAL TAX FEES-2020	988.75
	Invoice 75192		04/23/2021 GYSG18-13 REAL TAX FEES-2020	988.75
	Invoice 75193		04/23/2021 GYSG18-15 REAL TAX FEES-2020	988.75
	Invoice 75186		04/23/2021 GYSG18-01 REAL TAX FEES-2020	988.75
040294	04/28/2021	018015	REEVES CONSTRUCTION LTD	1,378.02

Accounts Payable

CIBC - 1 - Standard Cheque Register By Date

04/01/2021 thru 04/30/2021

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
	Invoice 20623		04/08/2021 RDS-FOB PIT FREY 30603-WASHOU	1,378.02
040295	04/28/2021	018027	RIVERSIDE EQUIPMENT REPAIR	1,242.63
	Invoice 10065		03/31/2021 LAGOON-LABOR ON STEPS/PARTS	1,242.63
040296	04/28/2021	019010	SAUGEEN MOBILITY AND REGIONAL TRANSIT	15,817.85
	Invoice SGT 2021-02		04/23/2021 '21 MUNICPL CNTRB LESS INTERIM	15,817.85
040297	04/28/2021	019048	SOUTH EAST GREY COMMUNITY HEALTH CENTRE	25,000.00
	Invoice SALES000684		03/31/2021 APR2019-MAR2020 PROGRM SUPPO	25,000.00
040298	04/28/2021	019051	SPARLING'S PROPANE	125.49
	Invoice 904491		01/19/2021 REC-GASCHECK INSP SWINTON PAI	112.94
	Invoice 88725040904496		02/28/2021 SWINTON PRK GAS CHECK INTERE	12.55
040299	04/28/2021	019076	STUTZ BROWN & SELF PROFESSIONAL CORP	1,318.71
	Invoice 31877		04/19/2021 BLDG-S-3708-20 CONFIRMATIONS	939.03
	Invoice 31876		04/19/2021 BLD-S-3709-20 CONFIRMATION/ADJ	379.68
040300	04/28/2021	020020	THE MUNICIPALITY OF GREY HIGHLANDS	1,097.00
	Invoice 20-0026		04/22/2021 FIRE-2020 FIELD/FOREST FIRE	1,097.00
040301	04/28/2021	020022	THE MURRAY GROUP LIMITED	5,175.04
	Invoice 2158298		04/12/2021 RDS-COLD MIX	3,443.47
	Invoice 2141394		03/22/2021 RDS-COLD MIX	1,731.57
040302	04/28/2021	020044	TRITON ENGINEERING SERVICES LTD	8,681.13
	Invoice 51947		03/31/2021 CAP-M5616 INDUSTRIAL RD REVIEW	3,183.77
	Invoice 51979		03/31/2021 R-A4169 FLATO N PH4-6 MARCH	1,316.45
	Invoice 51980		03/31/2021 R-A4171 FLATO GLENELG MARCH	4,180.91
040303	04/28/2021	022004	VANALSTINE AUTOMOTIVE	455.07
	Invoice 12566		01/28/2021 REC-OIL FILTER/PENZOIL/ROTELLA	212.87
	Invoice 12979		04/01/2021 BLDG-OIL CHANGE	116.65
	Invoice 12977		04/01/2021 BLDG-INSPECTION/OIL CHNG	125.55
040304	04/28/2021	022008	VIKING CIVES LTD	534.11
	Invoice 2698433		02/19/2021 RDS-#212 UPPER INNER ARM WELD	166.28
	Invoice 2699590		04/12/2021 RDS-#205 REBUILD KIT CRSS CONV	367.83
040305	04/28/2021	023007	WARD & UPTIGROVE CONSULTING & HUMAN RESOURCES	2,599.00
	Invoice 72203		03/31/2021 ADM-HR ASSISTNCE RTW/EMPL AGI	2,599.00
040306	04/28/2021	025002	YOUNG'S BUILDING MATERIALS INC.	264.32
	Invoice 716721		03/24/2021 RDS-#205 SPRAY PAINT/LYSOL CLN	186.76
	Invoice 720293		04/21/2021 JH&SC-LYSOL CLEANER	38.78
	Invoice 719890		04/19/2021 JH&SC-LYSOL CLEANER	38.78
040307	04/28/2021	098002		4,000.00
	Invoice 04/20/2021		04/20/2021 REFUND PARTIAL PAYMENT	4,000.00
040308	04/28/2021	098002		608.00
	Invoice 04/13/2021		04/13/2021 #2020-15 PERMIT CANCELLATION	608.00
040309	04/28/2021	098002		175.00
	Invoice April 12 2021		04/12/2021 '18 ELECTION RFND-NOM/SIGN DEP	175.00
040310	04/28/2021	098002		275.00

Accounts Payable

CIBC - 1 - Standard Cheque Register By Date

04/01/2021 thru 04/30/2021

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
	Invoice April 12, 2021		04/12/2021 '18 ELECTION RFND-NOM/SIGN DEP	275.00
040311	04/28/2021	098002		60.00
	Invoice April 8, 2021		04/08/2021 A1-20 SVCA MINR VARIANC OVRPM1	60.00
040312	04/28/2021	098002		400.00
	Invoice 04-13-2021		04/13/2021 2021-02 ENTRNC PERMIT DEP RFND	400.00
040313	04/28/2021	098002		794.34
	Invoice April 21, 2021		04/21/2021 TAX & WATER REFUND 09000505611	794.34
040314	04/28/2021	099004	HANOVER SUSPENSION SERVICE INC.	744.21
	Invoice 31485		04/19/2021 RDS-SML TRAILR SPRING/TNDM KIT	744.21
040315	04/28/2021	099007		400.00
	Invoice April 7, 2021		04/07/2021 ADM-EMAIL SCAM REIMBURSEMENT	400.00
040316	04/28/2021	099008	TROJANUV	2,799.03
	Invoice SLS/10306227		03/23/2021 WTR-SYNTH QTZ SLEEVES/LAMPS	2,799.03
040317	04/28/2021	005027	ENBRIDGE GAS DISTRIBUTION INC.	25,817.34
	Invoice 25102089331		04/26/2021 CAP-2019 GAS RELOCT SRD75/RD24	25,817.34
Cheque Register Total -				676,293.45

Accounts Payable

CIBC - 2 - Online Cheque Register By Date

04/01/2021 thru 04/30/2021

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
001194	04/01/2021	008039	HURON BAY CO-OPERATIVE INC.	105.49
	Invoice 170807		03/01/2021 RDS-GENERIC NUTS/BOLTS/WASHE	38.17
	Invoice 170883		03/02/2021 WST-DDLK PROPANE REFILL	25.00
	Invoice 171598		03/16/2021 RDS-CRYSTALL 2 X5	42.32
001195	04/01/2021	009004	IDEAL SUPPLY INC.	873.50
	Invoice 2359216		03/10/2021 RDS-LAMP GROMMETS X4	6.99
	Invoice 2410091		03/24/2021 RDS-KNOTTD CUP/MXD COTTON/BT	91.12
	Invoice 2373232		03/15/2021 RDS-HALOGEN BULB	15.81
	Invoice 2373240		03/15/2021 RDS-THREAD SEALANT	25.98
	Invoice 2358558		03/10/2021 RDS-GROMMETS/EARPLUG/CLAMP	50.26
	Invoice 2329400		03/01/2021 WST-TORK INDSTR L CLEAN CLOTH	169.44
	Invoice 2365529		03/11/2021 RDS-#220 FUEL CARTRIDGES X2	254.13
	Invoice 2365355		03/11/2021 RDS-#220 W/W TURBO PWR -40C X8	29.38
	Invoice 2392922		03/19/2021 RDS-COOLANT/FUEL FILTERS	42.22
	Invoice 2379214		03/16/2021 RDS-MINI BULB	2.92
	Invoice 2378892		03/16/2021 RDS-HALOGEN BULB	15.81
	Invoice 2348207		03/08/2021 RDS-TORK INDSTR L CLEAN CLOTH	169.44
001196	04/01/2021	023024	WELLINGTON NORTH POWER	1,169.20
	Invoice Mar2021-77076500-00		03/16/2021 RDS-HOLS ST LIGHTS ELECTRICITY	151.24
	Invoice Mar2021-77037500-00		03/16/2021 RDS-HOLSTEIN SHED ELECTRICITY	868.09
	Invoice Mar2021-00400002-00		03/16/2021 RDS-HOLS XMAS LGHT ELECTRICIT	62.06
	Invoice Mar2021-77067500-00		03/16/2021 REC-HOLSTEIN PRK ELECTRICITY	44.65
	Invoice Mar2021-77070000-00		03/16/2021 REC-HOLST PARK ELECTRICITY	43.16
001197	04/14/2021	002053	BRUCE TELECOM	22.54
	Invoice 04/04/2021		04/04/2021 CLERKS-WEBHOSTING/DOMAIN NA	22.54
001198	04/14/2021	006031	FS PARTNERS	840.92
	Invoice 03/31/2021		03/31/2021 FIRE/RDS/WTR-MARCH FUEL	840.92
001199	04/14/2021	008026	HIGHLAND FUELS DUNDALK LTD.	1,682.22
	Invoice 03/31/21		03/31/2021 FIRE-MARCH FUEL	765.69
	Invoice 03-31-21		03/31/2021 RDS/WTR-MARCH FUEL	916.53
001200	04/14/2021	008039	HURON BAY CO-OPERATIVE INC.	153.86
	Invoice 172419		03/31/2021 RDS-LOG CHAIN/SHOVELS/SLEDGE	153.86
001201	04/14/2021	009004	IDEAL SUPPLY INC.	402.70
	Invoice 2424342		03/29/2021 RDS-#216 HALOGEN SEALED BEAM	29.47
	Invoice 2425272		03/29/2021 WST-#217 CONVEX MIRROR 8"	40.82
	Invoice 2419443		03/26/2021 RDS-UNIT 216 AIR FILTER	67.20
	Invoice 2419016		03/26/2021 RDS-#216 CARTDG LUBE/FILTERS	231.33
	Invoice 2463153		04/08/2021 RDS-#317 AMG 100A FUSE	16.94
	Invoice 2463311		04/08/2021 RDS-#317 AMG 100A FUSE	16.94
001202	04/28/2021	002013	BELL CANADA	6.99
	Invoice Apr2021-5199233248		04/01/2021 FIN-TOLL FREE PHONE	6.99
001203	04/28/2021	008039	HURON BAY CO-OPERATIVE INC.	77.53
	Invoice 174048		04/20/2021 WST-PROPANE REFILL/SHOP TOWE	77.53
001204	04/28/2021	009004	IDEAL SUPPLY INC.	131.29
	Invoice 2475578		04/12/2021 WTR-UNIT 317 BACKUP ALARM	32.65
	Invoice 2476189		04/12/2021 RDS-BACKUP ALARM	32.65
	Invoice 2438937		04/01/2021 RDS-DIESEL FILTER WRENCH 6"	42.43
	Invoice 2503800		04/20/2021 RDS-180 SWIVL GRIP NO-SLIP OIL	23.56

Accounts Payable

CIBC - 2 - Online Cheque Register By Date

04/01/2021 thru 04/30/2021

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
001205	04/28/2021	021006	US BANK NATIONAL ASSOCIATION	5,958.03
	Invoice April 7, 2021		04/07/2021 CORPORATE VISA	5,958.03
Cheque Register Total -				11,424.27

Accounts Payable

CIBC - 3 - PAP Cheque Register By Date

04/01/2021 thru 04/30/2021

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
000016	04/14/2021	005026	ENBRIDGE GAS DISTRIBUTION INC	2,239.66
	Invoice April9-910000706033		04/09/2021 REC-POOL NATURAL GAS	196.39
	Invoice April9-052156524134		04/09/2021 TOWN HALL NATURAL GAS	344.33
	Invoice April9-052156187510		04/09/2021 RDS-DDLK DEPOT NATURAL GAS	460.21
	Invoice April9-052156797414		04/09/2021 FIRE-NATURAL GAS	371.06
	Invoice April9-052156259413		04/09/2021 SEWER-NATURAL GAS	867.67
000017	04/28/2021	005026	ENBRIDGE GAS DISTRIBUTION INC	2,124.70
	Invoice December 2019		04/26/2021 FIRE-NATURAL GAS	487.72
	Invoice Dec 2019		04/26/2021 RDS-NATURAL GAS DDLK DEPOT	497.23
	Invoice 12/10/2019		04/26/2021 TOWN HALL-NATURAL GAS	289.39
	Invoice December 11, 2019		04/26/2021 POOL- NATURAL GAS	232.93
	Invoice Dec 11, 2019		04/26/2021 WW-SEWER/LAGOON NATURAL GA!	597.77
	Invoice December 12 2019		04/26/2021 ARENA-NATURAL GAS	19.66
Cheque Register Total -				4,364.36

Accounts Payable

CIBC - 3 - PAP-Don't Use Cheque Register By Date

04/01/2021 thru 04/30/2021

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
000314	04/01/2021	020038	TOWNSHIP OF SOUTHGATE	145.51
	Invoice 164430		03/11/2021 LIB/POL-JAN-MAR WATER	145.51
000315	04/14/2021	002013	BELL CANADA	1,130.69
	Invoice April2021-5199232110		04/01/2021 FIN-TELEPHONE	329.29
	Invoice April2021-5199233431		04/01/2021 ARENA-TELEPHONE	44.51
	Invoice April2021-5199231105		04/01/2021 FIRE/EMERG-TELEPHONE	278.95
	Invoice April2021-5193343581		04/01/2021 RDS-HOLSTEIN DEPOT TELEPHONE	89.40
	Invoice April2021-5199235150		04/01/2021 WTR-WELL 4 TELEPHONE	44.51
	Invoice April2021-5199235054		04/01/2021 RDS-DDLK DEPOT TELEPHONE	44.51
	Invoice April2021-5199232512		04/01/2021 REC-POOL TELEPHONE	62.25
	Invoice April2021-5199239198		04/01/2021 WTR-WELL 5 TELEPHONE	44.51
	Invoice April2021-5199233483		04/01/2021 WTR-WELL 3 TELEPHONE	44.51
	Invoice April2021-5199233248		04/01/2021 LIB/POL-TELEPHONE	103.74
	Invoice April2021-5199239156		04/01/2021 SEWER-TELEPHONE	44.51
000316	04/14/2021	005006	EASTLINK	309.42
	Invoice 15624256		04/03/2021 REC-FMAC INTERNET	73.40
	Invoice 15624267		04/03/2021 FIRE/RDS-INTERNET	73.40
	Invoice 15624258		04/03/2021 ARENA-INTERNET	73.40
	Invoice 15624255		04/03/2021 LIB-INTERNET	89.22
000317	04/14/2021	008044	HYDRO ONE NETWORKS INC.	21,955.41
	Invoice April 7, 2021		04/07/2021 ELECTRICITY CHARGES	21,955.41
000318	04/14/2021	019080	SUN LIFE ASSURANCE COMPANY OF CANADA	10,747.43
	Invoice March 23, 2021		03/23/2021 EMPLOYEE BENEFITS	10,747.43
Cheque Register Total -				34,288.46

Accounts Payable

CIBC - 5 - Direct Deposit Cheque Register By Date

04/01/2021 thru 04/30/2021

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
000059	04/09/2021	003041	CHEMTRADE CHEMICALS CANADA LTD	6,865.28
	Invoice 93078482		03/09/2021 SEWR-ALUM SULFATE BULK LIQ STI	6,865.28
000060	04/09/2021	003083	COUNTY OF GREY	165,426.58
	Invoice IVC00000000020600		03/25/2021 2019 SUPPLEMENTARY TAXES/CAP	145,282.58
	Invoice IVC00000000020601		03/25/2021 2019 TAX WRITE OFFS ESTIMATE	-25,000.00
	Invoice March 22, 2021		03/22/2021 FEBRUARY 2021 DEVELOPMENT CH	45,144.00
000061	04/09/2021	005038	EVOQUA WATER TECHNOLOGIES LTD.	491.95
	Invoice 1084596		03/19/2021 WTR-CALIBRATION KIT FULL RANGE	491.95
000062	04/09/2021	013001	M & L SUPPLY FIRE & SAFETY	2,435.86
	Invoice 006888		03/16/2021 FIRE-FLAME GLOVES SM/MD/LG	2,435.86
000063	04/09/2021	020012	THE BLUEWATER DISTRICT SCHOOL	440,409.23
	Invoice 03-18-21		03/18/2021 TAX LEVY 1ST QUARTER PAYMENT	440,409.23
000064	04/19/2021	006014	FIRM GRIP PROPERTY MAINTENANCE	2,502.95
	Invoice 1205		03/31/2021 LIB-MARCH 5 CLEANS	254.25
	Invoice 1204		03/31/2021 FIN/RDS-OFFICE MARCH 4 CLEANS	519.80
	Invoice 1169		03/31/2021 FIRE-MARCH 2 CLEANS	158.20
	Invoice 1045		02/26/2021 FIRE-FEB PAINTING/REPAIRS	1,412.50
	Invoice 1046		02/26/2021 FIRE-FEB 2 CLEANS	158.20
Cheque Register Total -				618,131.85

SAUGEEN MOBILITY

and REGIONAL TRANSIT

GENERAL BOARD MEETING MINUTES

Friday, March 26 2021, 1:00 p.m.

Board Members Present: Councillor Dave Cuyler, Municipality of Kincardine
Councillor Warren Dickert, Town of Hanover
Councillor Beth Hamilton, Municipality of West Grey
Councillor Dean Leifso, Municipality of Brockton
Mayor Scott Mackey, Township of Chatsworth
Councillor Ed McGugan, Township of Huron-Kinloss
Vice-Deputy Mayor Mike Myatt, Town of Saugeen Shores
Mayor John Woodbury, Township of Southgate

Board Members Absent: Councillor Doug Bell, Municipality of Arran-Elderslie

Others Present: Roger Cook, Manager
Catherine McKay, Recording Secretary

The meeting was conducted by videoconference in light of the COVID-19 pandemic.

1. Call to Order

President Warren Dickert called the meeting to order at 1:30 p.m..

2. Disclosure of Pecuniary Interest and Declaration of Conflict of Interest

None declared.

3. Approval of the Agenda

Motion #2021-008

Moved by Mike Myatt; Seconded by Ed McGugan

That the agenda for March 26, 2021 be accepted as circulated.

Carried

4. Auditor Report

Troy Nieuwenhoff of BDO Canada and his colleague Kelsey Wepler joined the meeting. Mr. Nieuwenhoff reviewed the Financial Statements for the Year Ended December 31, 2020 noting that:

- The statements were prepared using the Public Sector Accounting Board (PSAB) standards and that a clean opinion of the statements is provided on page 2.
- On page 4, payroll accrual, accounts payable and accrued liabilities decreased from the previous year, and the purchase of vehicles and computers is shown on page 11.
- Mr. Nieuwenhoff was asked if the timing of the gas tax could be changed to avoid using the line of credit. He responded that in order to receive gas tax funding, SMART has to provide support, so it is “after the fact” funding, thus requiring use of the line of credit.
- There were reductions in revenue on page 5, as well as reductions in some expense categories.
- In response to questions, the Manager confirmed the municipal contribution for 2020 at \$ 750,000, an increase from 2019, and the auditor confirmed that repairs were \$ 120,000.
- There were no changes from the 2019 information on pages 8 – 9.
- Note 8 refers to buses on order for \$ 278,000 to be delivered in April, with the cost fully funded.
- Mr. Nieuwenhoff referred to the Letter to the Board and the Management Letter, noting that page 3 of the Management Letter explains that year end adjusting journal entries were required, a payroll error was caught and corrected and measures implemented to prevent it in the future, and that he made recommendations for control mechanisms to be added for electronic bill payments.
- In response to a question about cash, Mr. Nieuwenhoff explained that only a small amount of cash is received as very few clients pay cash. The Manager added that the cash received warrants a bank

deposit only about once a month. Mr. Nieuwenhoff believes that there are adequate measures in place, along with segregation of duties, to ensure no cash losses.

- A further question was asked about whether SMART's systems are typical and Mr. Nieuwenhoff noted that it can be hard to desegregate duties with a small staff, but SMART's systems are similar to those of similar sized organizations.
- A question was asked about whether being a registered charity adds complexity. Mr. Nieuwenhoff responded that BDO looks at the donation receipts and provides the numbers for the charity tax return prepared by the Manager.
- Mr. Nieuwenhoff thanked the Board, Manager Roger Cook, and Office Administrator Teresa Weber for their cooperation in preparing the financial statements. The President thanked Mr. Nieuwenhoff for his presentation who indicated that he would send the statements to the Manager to be finalized.

Motion #2021-009

Moved by Beth Hamilton; Seconded by John Woodbury

That the draft 2020 Auditor's Report as presented by be approved.

Carried

5. Minutes of the January 22, 2021 General Board Meeting

Motion #2021-010

Moved by Dave Cuyler; Seconded by Ed McGugan

That the Board approve and adopt the minutes of the January 22, 2021 General Board Meeting as circulated.

Carried

6. Business Arising from the Minutes

A. Executive Committee

Mike Myatt presented this item, noting that from time to time issues arise which could benefit from a review by an Executive Committee which would meet a few times a year to make recommendations to the Board. The Board discussed the composition of such a Committee and noted that it could be a helpful resource to the Manager between Board meetings.

Motion #2021-011

Moved by Mike Myatt; Seconded by Dave Cuyler

That the SMART Board approve the creation of an Executive Committee for the purpose of addressing critical issues that might arise from time to time and need to be dealt with between general Board meetings; and further that the Executive Committee be comprised of the Board President, Vice-President and the immediate Past President; and further that a Member at Large be appointed to the Executive Committee but only in the absence of an immediate Past President; and further that any decision made by the Executive Committee be on an interim basis and require full Board approval at the earliest opportunity; and further that this committee also serve as a review committee for items that arise and require vetting prior to the General Board meeting.

Carried

B. Review of the Partnership Agreement & By-laws

The President suggested that the Executive Committee review the agreement and bylaws, focusing initially only on critical issues pending the possible move of SMART to the County level. The number of Board members should be addressed as it is currently nine, rather than five as stated in the agreement, and SMART should ensure that it is in compliance with the by-laws.

Motion #2021-012

Moved by Mike Myatt; Seconded by Ed McGugan

That the Partnership Agreement and By-laws be referred to the Executive Committee for review of

critical issues pending the move of SMART to the County level.

Carried

7. Correspondence

A. Emails from Client

The Board discussed the emails from clients, noting the unfortunate impacts as a result of level of service decisions. It was agreed that feedback from clients should be monitored and the Board should hold to the path that it has set out. Discussion arose about whether clients who can afford to pay should be able to pay for service that is not available to those who cannot afford to pay. It was felt that a two-tier system is not desirable and the numbers do not support it financially, especially given the three hour call in, and a two-tier system would require a means test. The Board agreed that it is hard to hear these reactions from clients, but it is an issue of sustainability, and a decision had been made not to implement a cost recovery model. The possibility of increasing charitable donations was noted.

With regard to the second email, it was noted that the client may have misunderstood since all rides stop at 6:00 p.m., not just rides for social purposes. SMART does not assess the purpose of rides and there is no assessment made of the purpose of a ride, which some systems do. The Executive Committee will respond to the two client emails and the President noted that it is important to respond to such client feedback.

Discussion occurred about whether taxi services could provide rides in cases such as these. In some areas, there are no taxis or transit. There is a bus on Highway 10, but a client has to get on at specific stops, and has to first get to the stop. The situation of a person who loses their driver's licence, for example, is very difficult as there are virtually no options if they cannot drive or use SMART. However, it is not practical to increase the service based on feedback from two clients.

It was suggested that the smaller municipalities in the SMART partnership are not using the service a lot which may result from a lack of awareness. Past approaches may be preferable to not having transportation for those with mobility issues, and while SMART is not perfect, it would probably still not be perfect for everyone if it had four times the budget. SMART's service should be scaled to what is reasonable given its financial resources.

A Board member noted that he had been approached by a potential client who wanted to know if SMART could take him out for a drive around his land. It was suggested that he register with SMART and see if this would be possible. This was cited as an example of people who are restricted in their ability to get out, but may not be able to access SMART services for their desired transportation needs.

8. Manager's Reports and Recommendations

A. Report 2021-03 January 2021 Operational

The Manager presented the report and in response to a question noted that no drivers were laid off, but many had only five hours of work/week. The most senior drivers work 35 hours per week and how much drivers work depends on seniority and demand. Some days, 12 or so would be working.

Motion #2021-013

Moved by John Woodbury; Seconded by Scott Mackey

That Report 2021-03 January 2021 Operational be approved as presented.

Carried

B. Report 2021-04 February 2021 Operational

The Manager presented the report, noting that ridership was similar to January and capacity was 50%.

Motion #2021-014

Moved by Mike Myatt; Seconded by Dave Cuyler

That Report 2021-04 February 2021 Operational be approved as presented.

Carried

C. 2021-05 Fleet Rationalization

Beth Hamilton presented the report which was completed with the Manager and the Level of Service Committee. She said that there had been two meetings and that the Manager had done a good job putting the report together, the goal being to help the Board decide on the right size of the fleet for effective and efficient service delivery. The minutes from the two meetings are to be circulated. The major considerations arising out of the report include: how to meet demand for service given the current approach of trying to provide service in response to every call; how to handle group excursions; developing a capital replacement policy; determining the optimal number of spare vehicles; and whether GPS should be installed on vehicles. It was noted that there are two long term care facilities outside of the member municipalities' boundaries, but which have been "grandfathered" in. It was agreed that this item is to be on the next Board agenda.

D. 2021-06 Employee Assistance Program

The Manager presented the report and noted that he supports such a program. In response to questions he said he was told that the utilization rate in other organizations is 70%, and added that SMART should support its employees if it can. Board members expressed support for such a program, noting that it appears to be good value and not too expensive. One of the member municipalities has this same EAP provider which is spoken highly of, is broad based with good uptake, and could be good for the organization, particularly if it prevents staff from being off work due to illness.

Motion #2021-015

Moved by John Woodbury; Seconded by Scott Mackey

That the Board accept Report 2021-06 Employee Assistance Program and that the Manager be directed to implement the program, report back to the Board when this is done and provide a report in one year's time on usage and how beneficial the program has been.

Carried

E. 2021-07 Updated Pre-Trip Inspection Policy

The Manager introduced the policy and Board members suggested adding the effective date of the update. The question of what "serious" means and whether a definition should be added arose. Discussion ensued about how to define "serious" and authorities that could be referred to for a definition, such as the list that commercial vehicles are required to carry specifying whether a vehicle can be moved if it has a problem. The Manager noted that only two of SMART's vehicles are commercial vehicles that carry this list. Given that there were differing opinions as to the meaning of "serious", and SMART transports clients, it was suggested that the matter be looked into further.

The President stated that it should be referred to the Manager for further investigation, including contact with SMART's insurance company. Even though the original purpose of reviewing this policy was to add a requirement that vehicles be locked and keys secured when they are unattended, the President said that when other issues arise, they should be looked into.

9. Other Business

A. Cost of Living Adjustment

Mike Myatt, Chair of the Human Resources Committee, informed the Board that the Committee had met and looked at the increases provided by other municipalities which ranged from 1.5 – 2.2%.

The Committee felt that the midpoint of this range, 1.8%, would be appropriate and that discussion

of an effective date is required. Board members agreed with the recommendation of the HR Committee, and it was noted that most municipalities have January 1 as the effective date of salary increases. The Manager indicated that it is administratively easier to calculate retroactive pay to the first pay period of 2021, rather than to January 1, 2021.

It was proposed that SMART should have a policy on cost of living increases which specifies the basis for the increase and the effective date. The basis for the increase could, for example, be the Consumer Price Index or the average of increases awarded by member municipalities. It was agreed that the Human Resources Committee should develop a cost of living policy.

Motion #2021-016

Moved by Scott Mackey; Seconded by Mike Myatt

That the Board approve a cost of living adjustment of 1.8% effective the first full pay period of 2021.

Carried

B. Manager Performance Review

Mike Myatt noted that since the performance review form had been circulated and comments received from Board members, the system was ready to be implemented. The Board discussed whether the entire Board or the Executive Committee should conduct the review. Since the process should be interactive, positive and open to discussion to develop a workplan, it would be difficult if it were done by the entire Board. Mike Myatt agreed to request that Board members submit comments to him on the Manager's performance within one week.

Motion #2021-0017

Moved by Mike Myatt; Seconded by Dave Cuyler

That the performance review system for the Manager be implemented as circulated.

Carried

C. Accident Reporting

Ed McGugan presented the Accident Free Reporting Discussion, a proposal which he had submitted for Board consideration. He noted that reporting on accidents should be done in the interests of employees, shareholders and the public to make clear that SMART is a very safe service. He noted that "collision" is the preferred term, to differentiate between client accidents and vehicle collisions. He does not want to create more work for staff, but SMART should be able to report on its accident rate. John Woodbury noted that the Toronto Fire Service referred to "incidents", either "personal" or "vehicle", and that reporting to employees could create an opportunity for lessons learned to reduce incidents in the future. The President suggested that Board members send their comments on the issue to Ed McGugan. It was agreed to place this item on the next agenda for a decision as to implementation.

D. Ontario Health Team

President Warren Dickert said that he had reached out to the Ontario Health Team which although still in its infancy, was receptive and suggested checking back in six months. A question was asked if anyone had reached out to the LHIN for funding, given that the Ontario Health Team is a ways off and keeping in mind that the LHIN funds many of SMART's clients. The Health Team will replace the LHIN, but funding is currently with the LHIN and the Ontario Health Team's application was sent back for more work. Since there is no governance for the OHT, the LHIN is the organization in place now. Dave Cuyler said that his Council colleague and Board alternate, Gerry Glover, is well versed on the OHT, as is Dana Howes, CEO of the Hanover and District Hospital. The President agreed to reach out to the LHIN, and the Manager said that he had spoken to LHIN officials in the fall of 2019, at which time they were in a state of flux and were not in a position to provide any funding. Since there are 9 municipalities from Grey Bruce involved in SMART, perhaps they

should each pass a resolution to be sent to the LHIN, given that some services get funding and others do not. It was suggested that the Board should do some research and strategize on a presentation to the LHIN. Dave Cuyler said that Gerry Glover would be a valuable resource for such a presentation and it was agreed that he would attend the next meeting.

E. Out of Core Hours Medical Rides

The Manager explained that staff ask clients when they book whether the ride is for medical purposes and there are very few requests for out of core hours medical rides. MRIs are done 24 hours/day, so clients may need to go to appointments outside of core hours. Home and Community Support Services will try to provide these rides, but their resources are very limited.

Medical rides should be connected to the LHIN since Home and Community Support Services gets LHIN funding. It was suggested that SMART should stick to doing rides within regular hours and Home & Community Support Services should do the medical rides outside of core hours. SMART would never leave a client stranded if their medical appointment extended past core hours.

F. Other

The President noted that the Board has accomplished a lot as noted in an annual report he presented to Hanover Council at its last meeting, after which a Councillor asked him to thank the Board for its hard work.

Mike Myatt said that he has spent time arranging a meeting with Grey and Bruce County transportation officials and the Municipal Innovation Council has approved facilitation of the meeting. An invitation is to go out in two weeks with the meeting to be held in mid to late April. It will be a fact finding initiative to explore the potential of a Grey Bruce transportation system. This system would be door-to-door and a conventional transit service provided on a schedule. The Bruce County Master Transportation plan is taking a very broad approach looking at everything involved in moving people. COVID is causing issues with transit systems, noting that there are various initiatives going on, including systems along Highways 26, 6, 10 and 4, but these corridor routes may not work for everyone. It was agreed that Warren Dickert, Mike Myatt, Dave Cuyler and Roger Cook will attend the virtual meeting with County officials. Mike Myatt is to report back at the next meeting.

10. Adjournment

Moved by Beth Hamilton; Seconded by Dave Cuyler
That the Board of Directors of SMART adjourn at 3:38 p.m.
Carried

Recording Secretary Meeting Attendance

The Recording Secretary attended the following meetings in the first quarter of 2021:

- January 22, 2021
- February 5, 2021 (HR Committee)
- March 26, 2021



Warren Dickert, President



Catherine McKay, Recording Secretary

These minutes are considered to be in draft form until signed by the President and the Recording Secretary.

Committee Report

To:	Warden Hicks and Members of Grey County Council
Committee Date:	March 25, 2021
Subject / Report No:	FR-CW-08-21
Title:	2020 Treasurer's Statement – Council Remuneration and Expenses
Prepared by:	Kevin Weppler, Director of Corporate Services
Reviewed by:	Kim Wingrove, CAO
Lower Tier(s) Affected:	
Status:	Adopted as presented by Committee through Resolution CW62-21; Endorsed by County Council CC34-21

Recommendation

1. That Report FR-CW-08-21 and the attached 2020 Treasurer's Statement – Council Remuneration and Expenses be received for information.

Executive Summary

The Province of Ontario through the *Municipal Act* requires the Treasurer of the County of Grey to provide Council with a statement of total remuneration and expenses paid to members of Council and other persons appointed to local boards in the previous year.

This report ensures that Council's goals of financial sustainability and public accountability are maintained.

Background and Discussion

As per Section 284 of the *Municipal Act, 2001*:

"The Treasurer of a municipality shall in each year on or before March 31 provide to the council of the municipality an itemized statement on remuneration and expenses paid in the previous year to,

(a) each member of council in respect of his or her services as a member of the council or any other body, including a local board, to which the member has been appointed by council or on which the member holds office by virtue of being a member of council;

(b) each member of council in respect of his or her services as an officer or employee of the municipality or other body described in clause (a); and

(c) each person, other than a member of council, appointed by the municipality to serve as a member of any body, including a local board, in respect of his or her services as a member of the body. 2001, c. 25, s.284 (1)."

This attached 2020 Treasurer's Statement provides an itemized statement of the remuneration and expenses, authorized under By-law 4702-10 and as per Council Resolution CC105-18. This Statement lists the costs paid to each Member of Council and other Board and Committee appointees in respect of his or her services as a Member of Council or as an appointee of Council. For 2020, Council members received a base salary of \$20,553, and the Warden a base salary of \$78,593, that covers all council and committee of the whole meetings and all related work associated with these meetings. In addition, per diems are paid for additional sub-committee meetings, and where the Councillor is a county representative and compensation is not paid by another agency.

This itemized 2020 Statement of Remuneration and Expenses includes disclosure on benefits which include the employer portion of OMERS, CPP and Employer Health Tax.

The Statement also includes the charges or reimbursements for cellular phones and conference registrations and accommodations, made by the corporation on behalf of each council member. This has been done in order to provide openness, accountability, and transparency.

The attached Statement includes the payments made in respect of remuneration and expense for each person who has been appointed to the following Boards and Committees:

- a) Board of Health – Grey Bruce Health Unit
- b) Niagara Escarpment Commission
- c) Accessibility Advisory Committee

Legal and Legislated Requirements

As per Section 284 of the *Municipal Act, 2001*.

Financial and Resource Implications

The noted payments of remuneration and expenses were made in accordance with the approved 2020 budget. This report is for information purposes to meet legislative requirements.

Relevant Consultation

- ☒ Internal – Human Resources Staff
- ☒ External – Grey Bruce Health Unit, Association of Municipalities of Ontario, and Niagara Escarpment Commission.

Appendices and Attachments

Attached: 2020 Treasurer's Statement – Council Remuneration and Expense

2020 Treasurer's Statement

January 1, 2020 to December 31, 2020

Pursuant to Section 284 of the Municipal Act, R.S.O. 2001, the following Statement of remuneration and expenses paid to members of Council under By-Law No. 4702-10 and as per Council Resolution CC105-18 is respectfully submitted.

Councillor		Remuneration (1)	Benefits (2)	Mileage	Other (3)	Total Regular Meetings Attended	Total Other Meetings Attended	Total Meetings Missed
Bartnicki	Odette	\$271.85	\$29.77	\$0.00	\$259.72	0	0	1
Boddy	Ian	\$21,237.13	\$3,357.10	\$166.74	\$1,095.00	23	8	2
Burley	Dwight	\$22,605.61	\$455.63	\$361.43	\$2,157.06	24	18	1
Carleton	Sue	\$21,760.36	\$3,450.86	\$268.37	\$2,215.82	25	9	0
Clumpus	Barb	\$20,921.55	\$424.60	\$253.80	\$2,446.15	24	11	1
Desai	Aakash	\$22,806.88	\$3,658.69	\$311.91	\$1,961.60	24	18	1
Dobreen	Barbara	\$198.04	\$5.09	\$62.98	\$0.00	1		
Fleet	Harold	\$402.50	\$7.84	\$0.00	\$0.00	2		
Gamble	Brian	\$20,874.86	\$3,309.79	\$90.24	\$2,241.35	20	4	5
Hicks	Selwyn	\$26,597.03	\$4,413.47	\$592.53	\$1,754.66	24	28	1
Hutchinson	Thomas	\$21,760.38	\$3,541.28	\$787.92	\$2,241.25	25	10	0
Keaveney	Shirley	\$21,478.63	\$3,417.64	\$152.28	\$1,542.30	23	11	2
Kentner	Ross	\$402.50	\$8.39	\$28.20	\$0.00	2		
Little	Cathy	\$201.25	\$3.92	\$0.00	\$0.00	1		
Mackey	Scott	\$22,444.61	\$3,577.94	\$332.76	\$2,295.69	25	17	0
McQueen	Paul	\$76,251.53	\$12,899.54	\$5,694.39	\$6,051.50	25	284	0
Milne	Brian	\$22,726.38	\$3,596.10	\$605.80	\$2,663.36	25	17	0
O'Leary	Brian	\$23,450.88	\$3,712.49	\$178.60	\$3,097.16	25	25	0
Paterson	Sue	\$20,552.88	\$3,288.69	\$282.00	\$1,539.61	24	0	1
Potter	Robert	\$19,360.18	\$2,943.81	\$203.04	\$420.00	25	1	0
Robinson	Christine	\$22,243.36	\$3,531.99	\$262.70	\$2,919.25	25	14	0
Sampson	Robert	\$805.00	\$42.65	\$0.00	\$0.00	4		
Soever	Alar	\$20,633.38	\$3,164.85	\$36.66	\$1,098.00	20	4	5
Thomas	Richard	\$402.50	\$7.84	\$0.00	\$0.00	2		
Thompson	Ryan	\$201.25	\$3.92	\$0.00	\$0.00	1		
Woodbury	John	\$21,881.13	\$1,430.72	\$541.44	\$973.66	23	13	2
Total		\$452,471.65	\$64,284.61	\$11,213.79	\$38,973.14	442	492	22

1. Includes Salary and Per Diem paid directly to Councillors for all Council, Committee and Board Appointments
2. Benefits include OMERS, CPP and Employer Health Tax
3. Includes amounts reimbursed to Councillors plus amounts paid on their behalf such as conference registration and expenses, cellular, technology allowance, parking, meals, etc.
4. Regular Meetings Attended are County Council and Committee of the Whole meetings
5. Other Meetings are all other meetings such as sub committees, public meetings, provincial associations, conferences, etc.
6. Missed Meetings are absences from "Regular Meetings" only.

2020 Treasurer's Statement

January 1, 2020 to December 31, 2020

Remuneration and Expenses - Paid to Councillors By Other Boards and Committees							
Board of Health			Honoraria	Travel	Conference	Expenses	Total
Hicks	Selwyn		\$1,650.00	\$127.50			\$1,777.50
Milne	Brian		\$1,875.00	\$142.38			\$2,017.38
O'Leary	Brian		\$2,235.00	\$0.00			\$2,235.00
Paterson	Sue		\$2,093.00	\$127.50			\$2,220.50
Total			\$7,853.00	\$397.38	\$0.00	\$0.00	\$8,250.38
Niagara Escarpment Commission							
			Per Diem	Expenses	Total Paid		
McQueen	Paul		\$5,664.00	\$0.00	\$5,664.00		
2020 Appointments - Other Boards and Committees - Paid by County of Grey							
Accessibility Advisory Committee			Mileage				
Sholtz	Catherine		\$39.01				
Total			\$39.01				



Wellington North Power Inc.

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ESA # 7012854

Quarterly Newsletter of Wellington North Power Inc.

Quarter 1: January 1st to March 31st 2021

A quarterly update for Municipal Councillors and Shareholders summarizing Wellington North Power Inc.'s initiatives and performance.

Message from the CEO / President

Welcome to this 1st quarter 2021 edition of the Wellington North Power Quarterly Newsletter.

.... and we are off to a busy start this year! In our first quarter we have successfully completed the Cost of Service process resulting in the receipt of the Ontario Energy Board's Decision and Rate Order on April 22nd; connected a new subdivision in Arthur; and responded to numerous developer and customer inquiries while maintaining a safe working environment. Many thanks to the Wellington North Power team members.

In this edition you will see that we have updated the format and details of the Quarterly Scorecard on page 3. I trust that the information will be clear and concise. If you any feedback, please do not hesitate to contact me. From the report you can see that we are on track.

Another important initiative to highlight is our recent registration in the WSIB Excellence Program. By registering we hope to find gaps and make improvements to our existing Health and Safety program.

Last but not least, please mark your calendars, the virtual AGM is on Tuesday May 25th.

Jim Klujber – CEO/President, Wellington North Power Inc.

1. Our Commitment

As your local electricity distribution company, we take pride in providing safe, reliable electricity distribution to consumers in the urban areas of Arthur, Holstein and Mount Forest.

Our Mission Statement is: *"Wellington North Power Inc. (WNP) shall provide its customers with the most cost-effective delivery of electricity safely, reliably and efficiently. This will be done while providing superior customer service and promoting customer education and green initiatives within its service area."*

Our strategic objectives are to:

- Manage a safe and reliable distribution system in an efficient and cost-effective manner.
- Provide outstanding customer service.
- Continue to increase shareholder value.
- Meet all regulatory obligations.

2. 2021 Priorities

- Maintain day-to-day activities: System reliability, safety and customer service;
- Promote Health & Safety to protect staff and the general public;
- Complete capital projects adhering to safety regulations with no reported injuries;
- Work with and support stakeholders with encouraging economic growth in our communities;
- Control and manage operating expenses and capital expenditures;
- Comply with the Ministry of Energy and the energy regulator rules and codes; and
- Keep abreast of activities in the energy sector.

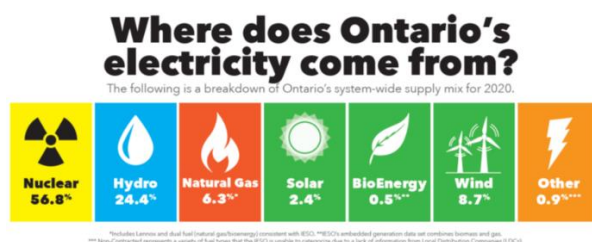
3. Updates

Business

- WNP's office remains closed to the general public during the Provincial lockdown period.
- In January 2021, WNP launched its' refreshed website that is compliant with the Accessibility for Ontarians with Disabilities Act (AODA). Also, we have created user-friendly on-line forms for customers to use that securely transfers information between the sender and WNP.
- On April 22nd WNP received a Decision and Rate Order in response WNP's Cost of Service application. This included approval of the LDC's 5-year capital plan for 2021-2025. The new distribution rates will take effect on May 1st.
- Redhead Media, on behalf of Wellington North Power, completed the 2021 Customer Satisfaction Survey. The survey is mandated to be completed every two years. Wellington North Power's customer satisfaction score is 80% which is just above the average of all LDCs (79%).

Government:

- **April 12th 2021:** Ontario Legislature passed the *Supporting Broadband and Infrastructure Expansion Act, 2021*. This legislation proposes to reduce costs to broadband providers associated with attaching broadband wirelines to hydro utility poles, and if passed, would provide 'timely' access to poles and to municipal rights of way to install broadband on municipal land.
- **Additional CEAP Funding:** WNP has been allocated additional Covid-19 Energy Assistance Program (CEAP) funds, from the Ministry of Energy, to assist those customers that need it most in 2021. Since the CEAP program began in June 2020, WNP has assisted 27 residential / small business customers providing a total credit of \$8,300 towards their hydro account.
- The OEB has extended the prohibition on the issuance of disconnection notices to Residential customers for non-payment during the Stay-at-Home Order currently until May 19th 2021.
- The chart below shows the composite of sources that provided electricity to Ontario in 2020:



Wellington North Power Inc.
Quarterly Update for Shareholders

Page 3 of 4

4. Scorecard

Strategic Objective	Status	Measure	Annual Target	YTD Target	YTD Actual	Variance to YTD Target	Notes / Remedial Plan
Continue to increase Shareholder Value	G	Net Income (Loss)	\$ 410,285	\$ 58,225	\$ 60,443	4%	
	G	Revenue	\$ 3,101,138	\$ 736,188	\$ 736,188	0%	
	G	Expenses	\$ 2,690,853	\$ 677,963	\$ 675,745	0%	
	G	Load Forecast (kWhr)	98,208,546	24,552,137	25,394,198	3%	
	G	Debt Service Coverage Ratio (IO)	>1 : 1.30		1 : 2.18		
	G	Debt to Total Assets Ratio (IO + OEB)	60:40 or less		52:48		
	G	Leverage Ratio (Total Debt to Equity) (OEB)	1.5		1.29		
	A	Profitability (Return on Equity) (OEB)	8.34%		1.21%		
Manage a safe and reliable distribution system in an efficient and cost effective manner	R	Capital Expenditure	\$ 627,000	\$ 156,750	\$ 105,793	-33%	
	G	Operating Expenditure	\$ 1,899,323	\$ 480,081	\$ 489,170	2%	
	G	Total Expenditures (CapEx & OpEx)	\$ 2,526,323	\$ 636,831	\$ 594,963	-7%	
	G	System Avg Interruption Duration Index	0.28		0.10		
	G	System Avg Interruption Frequency Index	0.15		0.07		
Provide outstanding customer service	G	Connection of LV Services	90.00%		100.00%		
	G	Connection of HV Services	90.00%		100.00%		
	G	Appointment Scheduling	90.00%		100.00%		
	G	Appointments Met	90.00%		100.00%		
	G	Rescheduling a Missed Appointment	100.00%		100.00%		
	G	Emergency Response (urban)	100.00%		100.00%		
	G	Telephone Accessibility	65%		90.08%		
	G	Telephone Call Abandon Rate	10%		0.00%		
	G	Written Response to Enquiries	80%		100.00%		
	G	Reconnection for Non-Payment	85%		100.00%		
	G	Billing Accuracy	98%		99.72%		
Meet all regulatory obligations	A	Electrical Safety Association (ESA) Audit		YTD Actual	Pass Audit		Scheduled for July
	G	Submission of IESO Emergency Prep Plan			Submit Plan		Plan submitted and Approved
	A	Completion of Distribution System Plan			Submit Plan		Application submitted.
	A	Approval of 2021 Cost of Service Rate App			File Application		Application submitted.
	G	Filing of monthly IESO Settlement Data			Submit Filing		Monthly files submitted
	A	Filing of Cost of Service for 2022 Rates (OEB)			Submit Filing		
	A	Filing of Annual information with the OEB			Submit Filing		In progress

Legend:

R	Behind plan / target - remedial action required
A	Slightly behind plan / target - to closely monitor
G	On plan / ahead of target - no remedial action necessary

Note: The "Financial Value" amounts shown are unaudited numbers.

5. Major Projects for 2021

Project	Scope
Pole Line Projects	Wellington North Power plans to complete a number of smaller pole replacement projects as well as several single pole replacements.
Under Ground Projects	An underground rebuild of a street in Mount Forest. Includes replacement of three live front transformers.
System Access Projects	WNP will continue to work on a number of smaller projects that will facilitate the connection of new customers.
General Plant	Network and IT Upgrades.
General Plant	Convert existing two washrooms to single AODA compliant washroom.

6. Outlook

- a) WNP has been responding to numerous new developer inquiries including infill projects, new subdivisions, multiplex units and commercial buildings. We are expecting a higher than normal number of new connections this year.
- b) WNP continues to promote and assist customers in applying for the Ontario Energy Support Program (OESP) initiative. The OESP program provides financial assistance to eligible low-income households and seniors in our community.
- c) WNP will continue to promote the Province's Covid-19 Energy Assistance Program (CEAP) funds, from the Ministry of Energy, to assist those customers that need it most and will report to the OEB to seek additional funding if necessary.
- d) With the Cost of Service application approved, WNP will be setting-up and testing the new billing rates as approved by the regulator and effective May 1st 2021.
- e) WNP provides an annual Low-income Energy Assistance Program (LEAP) donation to the social agencies of Community Resource Centre of North & Centre Wellington and United Way (Bruce Grey). In January 2021 WNP issued LEAP donation cheques totaling \$3,352; in April 2021, WNP will be providing an additional LEAP donation of \$3,500 to assist customers with the impacts of COVID-19 on their ability to manage their energy bills.
- f) Annual line clearing (tree trimming) activities began in the 1st quarter of 2021. WNP maintains a minimum clearance between vegetation and power lines for safety and system reliability.
- g) Continue to monitor current Public Health recommendations and safety protocols to maintain a safe working environment.
- h) Our capital program launched this year with the replacement of a number of rotted single poles. These poles were found through our wood pole testing program.
- i) WNP will continue to develop and upload forms to its website to help customers and developers interact conveniently with their local hydro company.
- j) As mandated, during April and May, WNP will be filing annual reports to Ontario Energy Board and Infrastructure Ontario detailing the company's operating performance and financial results for 2020.

Should you have any questions or feedback or require further information, please contact Jim Klujber (CEO/President) jklujber@wellingtonnorthpower.com or telephone 519-323-1710.

From: [Carole Henderson](#)
To: [John Woodbury](#); [Brian Milne](#); [Barbara Dobreen](#); [Jim Frew](#); [Jason Rice](#); [Michael Sherson](#); [Martin Shipston](#); [Dave Milliner](#)
Cc: [Lindsey Green](#); [angie_linton](#)
Subject: Request for Proclamation
Date: May 11, 2021 8:54:18 PM
Attachments: [letterSouthgate.docx](#)
[I am sharing "Presentation" with you 2021 Pride Month 2021OWFSouthgatePride050421-1.pdf](#)

To the Mayor and council of Southgate Township.

We, the Show Your Colours Southgate committee, respectfully request that Southgate proclaim June 2021 as Pride Month.

For too long the LGBTQ2S+ community in Southgate has had to stay under the radar for the most part, for fear of being shunned by family and friends, and their church and the rest of the community. Having to live a lie. Not feeling free to be themselves or free to love who they love. Feeling suicidal. Feeling unloved and unwelcome. Being threatened or beaten or worse. Being bullied. Being subjected to conversion therapy. Or feeling they can't live a lie and have to leave the town where they were born and raised in order to live free and true to themselves. We have lost so many of the community to suicide and brutal death and we have lost a lot of young Dynamic creative entrepreneurial people to the bigger centres where they felt more accepted. Since the Pride movement started in the early 1970's, in the bigger cities and towns, acceptance and equality has slowly evolved and is moving out into smaller towns and villages. So 2021 can be the year for Southgate to show the community that they are loved and welcome, and show how much Southgate is striving to be inclusive to all people.

HISTORY OF PRIDE IN CANADA

The struggle of the LGBTQ2S+ community has gone on for decades and decades. The rights the community has today has come at a great cost and that is why Pride is such an important aspect. The following just touches on major milestones and achievements since 1969, but it is to be noted that it took riots, protests, petitions, raids, jail time, physical suffering and deaths to achieve these things.

May 14, 1969. Canada decriminalized homosexual acts between consenting adults. Prior to this being homosexual could land you in prison.

August 28, 1971. First Gay Rights protest on Parliament Hill. The protesters presented a petition to the government with a list of 10 demands for equal rights and protections.

August 1973. First Pride Week 1973 was a national LGBTQ2S+ rights event held in most major Canadian cities. This was the emergence of Gay Pride.

December 15, 1973. Homosexuality was removed as a "disorder" from the Diagnostics and Statistics Manual of Mental disorders.

December 16, 1977. Quebec adds sexual orientation to the Human Rights Code. By 2001 all provinces had done the same except Alberta, PEI and NWT.

September 1, 1978. The Immigration Act is revised to no longer prohibit homosexuals from immigrating to Canada.

June 23, 1979. The First Pride March was held, in Montreal. (And 40 years later in 2019, Southgate held our first Pride March.)

September 1, 1985. The Toronto District School Board implemented the first programs to combat anti gay discrimination and violence.

July 27, 1990. The term Two Spirit (2S) is coined at the 3rd annual Native American/First Nations Gay & Lesbian conference in Winnipeg, allowing indigenous LGBTQ2S+ folks to have their own unique term.

August 6, 1992. Sexual orientation is "read into" the Canadian Human Rights Act.

October 27, 1992. Federal Court lifts the ban against gays and lesbians in the military, allowing LGBTQ2S+ folks to serve our country.

May 24, 1995. Same sex couples gain legal adoption rights in Ontario.

May 25, 1995. Sexual orientation included in the Canadian Charter of Rights and Freedoms.

May 19, 1999. Supreme Court of Ontario rules that Same Sex Couples have rights to equal treatment.

June 10, 2003. The first same sex couple marry in Toronto after the Ontario Court of Appeal rules that the exclusion of same sex couples was a clear violation of the Charter of Rights and Freedoms.

July 20, 2005. The Civil Marriage Act became federal law giving same sex couples the legal right to marry.

June 1, 2016. Parliament raises the Pride flag on Parliament Hill.

June 19, 2017. The Canadian Human Rights Act is expanded to include gender identity and gender expression.

June 21, 2018. Apology and Erasure of unjust criminal records based on homosexual activities. Permanent destruction of records.

March 9, 2020. Introduction to criminalize conversion therapy.

LOVED AND WELCOME

2021 should be the year to celebrate all the accomplishments since 1969, and show our Pride and show our LGBTQ2S+ family, friends and neighbours that they are loved and welcome.

Attached are three letters of support, from Grey Bruce Pride, One World Festival and Pflag (Joan Beecroft). Also attached is our PowerPoint presentation in both ppt and pdf formats.

Thank you for your consideration of this Proclamation request. Should Southgate decide in favour of proclaiming June as Pride Month, it would be lovely to have a virtual proclamation ceremony!

Best regards on behalf of the Show your Colours Southgate committee

Carole Henderson and
Angela Linton Post.


PRIDE MONTH 2021

LOVED AND WELCOME

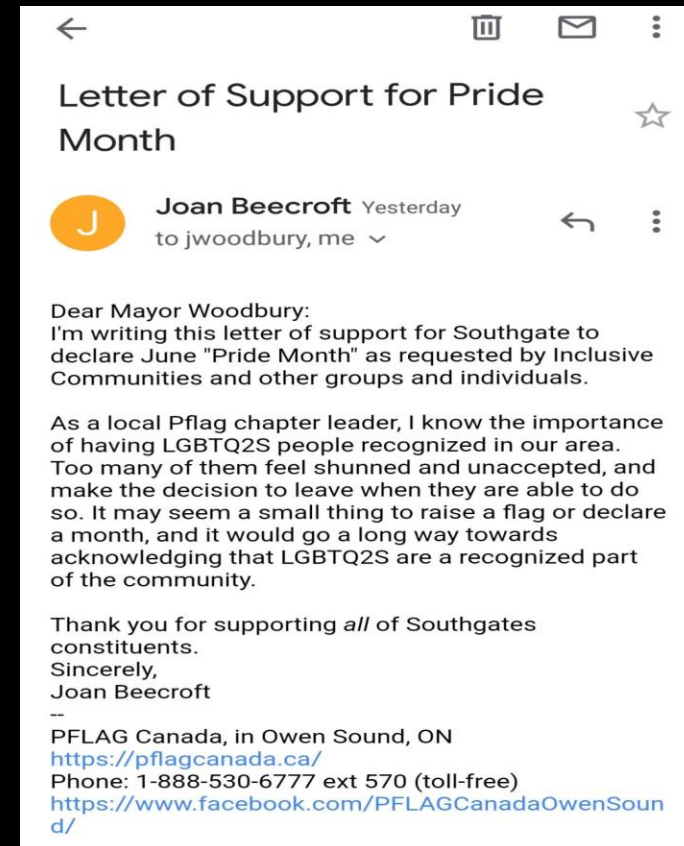
Show Your Colours Southgate Committee Presentation

2019 AND 2020 PRIDE PARADES



- 
- Behold the joy on the faces of the participants in the Pride parades in the pictures from 2019 and 2020.
 - The joy of feeling free to be who we are. To love who we love. To be loved and welcome and supported.
 - For too long the members of the LGBTQ2S+ community have been shunned by family and friends. Afraid to be who they are. Living a lie. Being physically threatened or beaten. Having to leave their home towns to find acceptance.
 - Southgate is a growing community that strives to be inclusive to all no matter race, religion, disability or sexuality.
 - So let us please celebrate that inclusivity by declaring June as Pride Month in Southgate Township.
 - We thank the Mayor and Council for your consideration.

LETTERS OF SUPPORT





May 4, 2021

Mayor John Woodbury and Southgate Municipal Council
Township of Southgate
185667 Grey County Road 9
Dundalk ON N0C 1B0

Re: Declaration of June as Pride Month

Dear Mayor Woodbury and Council Members:

The Inclusive Communities Committee of Grey and Bruce — which organizes the annual Grey Bruce One World Festival (<http://greybruceoneworldfestival.org>) — is writing to urge Southgate Municipal Council to declare Pride Month in June, as requested by Grey Bruce Pride along with other organizations in our region.

Such a declaration will not only support all of your constituents, it will provide an opportunity for everyone to celebrate the LGBTQ2S+ community's contributions to Grey and Bruce, reduce discrimination and intolerance, and enhance inclusivity within the municipality and our region overall.

Please step up and support Pride Month in Southgate.

Yours truly,

The Inclusive Communities Committee of Grey and Bruce



Grey Bruce Pride
greybruceprideinfo@gmail.com

In care of: Karen Houle
M'Wikwedong Indigenous Friendship Centre
1045 3rd Av W, Owen Sound, ON N4K 5W6
Office: 519-371-1147 x.238

April 30, 2021

Township of Southgate
Council and Mayor
185667 Grey County Road 9 Dundalk
Ontario, Canada N0C 1B0

Dear Mayor and Members of Council:

Grey Bruce Pride is writing to you to express its support to name June as Pride Month in the Township of Southgate.

For our community this would be a visible symbol of hope, pride, inclusion and support for folxs who are part of the larger 2S-LGBTQQIAP+ community. Historically, many folxs have felt unsafe being out of the closet in Grey and Bruce and this announcement of June being Pride month from your council would represent a new beginning, a time to feel safe in Southgate as a whole person.

For the Township of Southgate, it would signal to visitors, potential employers, employees, and businesses that you are a creative, supportive and welcoming home for all and a great place to build 'home' in.

Sincerely yours,

Karen Houle

On Behalf of Grey Bruce Pride



Letter of Support for Pride Month



Joan Beecroft Yesterday
to jwoodbury, me ▾



Dear Mayor Woodbury:

I'm writing this letter of support for Southgate to declare June "Pride Month" as requested by Inclusive Communities and other groups and individuals.

As a local Pflag chapter leader, I know the importance of having LGBTQ2S people recognized in our area. Too many of them feel shunned and unaccepted, and make the decision to leave when they are able to do so. It may seem a small thing to raise a flag or declare a month, and it would go a long way towards acknowledging that LGBTQ2S are a recognized part of the community.

Thank you for supporting *all* of Southgates constituents.

Sincerely,
Joan Beecroft

--

PFLAG Canada, in Owen Sound, ON

<https://pflagcanada.ca/>

Phone: 1-888-530-6777 ext 570 (toll-free)

<https://www.facebook.com/PFLAGCanadaOwenSound/>



The Corporation of The Town of Amherstburg

May 3, 2021

Honourable Steve Clark
Minister of Municipal Affairs and Housing
Email: minister.mah@ontario.ca

VIA EMAIL

Re: Planning Act Timelines

Dear Hon. Steve Clark,

At its meeting held on April 12, 2021, Council for the Town of Amherstburg passed the following:

Resolution # 20210412-120

“That Administration BE DIRECTED to send correspondence in support of the City of Kitchener’s resolution regarding Planning Act Timelines.”

Enclosed is a copy of the correspondence from the City of Kitchener for convenience and reference purposes.

Regards,

Tammy Fowkes
Deputy Clerk, Town of Amherstburg
(519) 736-0012 ext. 2216
tfowkes@amherstburg.ca

cc:

Taras Natyshak – MPP, Essex, Ontario
tnatyshak-co@ndp.on.ca

Chris Lewis – MP, Essex, Ontario
Chris.Lewis@parl.gc.ca

Federation of Canadian Municipalities (FCM)
info@fcm.ca

Association of Municipalities Ontario (AMO)
amo@amo.on.ca

All Ontario Municipalities



CHRISTINE TARLING

Director of Legislated Services & City Clerk

Corporate Services Department

Kitchener City Hall, 2nd Floor

200 King Street West, P.O. Box 1118

Kitchener, ON N2G 4G7

Phone: 519.741.2200 x 7809 Fax: 519.741.2705

christine.tarling@kitchener.ca

TTY: 519-741-2385

March 31, 2021

Honourable Steve Clark
Minister of Municipal Affairs and Housing
17th Floor, 777 Bay Street
Toronto ON M5G 2E5

Dear Mr. Clark:

This is to advise that City Council, at a meeting held on March 22, 2021, passed the following resolution regarding Planning Act Timelines:

“WHEREAS the City of Kitchener, like many Ontario municipalities, is experiencing significant growth; and,

WHEREAS the City of Kitchener has conducted extensive work through its Development Services Review to remove red tape and improve public engagement; and,

WHEREAS the Province of Ontario's Planning Act provides a legislative framework for processing development applications including established timeframes which permit applicants to appeal to the Local Planning Appeal Tribunal if a Council fails to make a decision within a prescribed timeline; and,

WHEREAS the passing of Bill 108 in 2019 reduced the timelines for processing development applications before they can be appealed to the Local Planning Appeals Tribunal (LPAT) for a non-decision from those outlined in Bill 139, the Building Better Communities and Conserving Watersheds Act, 2017 as follows:

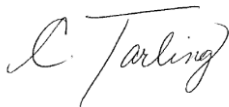
- from seven months (210 days) to four months (120 days) for Official Plan amendments;
- from five months (150 days) to three months (90 days) for Zoning By-law amendments; and
- from six months (180 days) to four months (120 days) for Plans of Subdivision; and

WHEREAS the shortened timeframes create unreasonable pressures on municipalities, even outside the context of navigating city business in a global pandemic, and result in reduced opportunities for meaningful public engagement and limited time for the public to provide written submissions on a development application;

THEREFORE BE IT RESOLVED that Kitchener City Council urge the Province of Ontario to review and reconsider the current timelines established for review of Planning Act applications before an appeal is permitted to the Local Planning Appeals Tribunal and to return to the timelines that were in effect under Bill 139, the Building Better Communities and Conserving Watersheds Act, 2017;

THEREFORE BE IT FURTHER RESOLVED that a copy of this resolution be sent to the Ontario Minister of Municipal Affairs and Housing, to the local MP's and MPP's, to the Federation of Canadian Municipalities, to the Association of Municipalities Ontario, and all other municipalities in Ontario."

Yours truly,



C. Tarling
Director of Legislated Services
& City Clerk

c: Honourable Tim Louis, M.P.
Honourable Raj Saini, M.P.
Honourable Marwan Tabbara, M. P.
Honourable Bardish Chagger, M.P.
Honourable Bryan May, M.P.
Honourable Amy Fee, M.P.P.
Honourable Catherine Fife, M.P.P.
Honourable Belinda Karahalios, M.P.P.
Honourable Mike Harris, M.P.P.
Honourable Laura Mae Lindo, M.P.P.
Bill Karsten, President, Federation of Canadian Municipalities
Monika Turner, Association of Municipalities of Ontario
Rosa Bustamante, Director, Planning, City of Kitchener
Ontario Municipalities

CORPORATION OF THE MUNICIPALITY OF CALVIN

Resolution

DATE: April 27, 2021 NO. 2021-109

MOVED BY Heather Olmstead

SECONDED BY Sandy Cross

"Whereas the Federal government has passed a motion to adopt 988, a National three-digit suicide and crisis hotline;

Whereas the ongoing COVID-19 pandemic has increased the demand for suicide prevention services by 200%;

Whereas existing suicide prevention hotlines require the user to remember a 10-digit number and go through directories or be placed on hold;

Whereas in 2022 the United States will have in place a national 988 crisis hotline;

Whereas the Town of Caledon recognized that it is a significant and important initiative to ensure critical barriers are removed to those in a crisis and seeking help;

Now therefore be it resolved that the Corporation of the Municipality of Calvin endorses this 988 crisis line initiative; and

That this resolution be sent to the Honourable Vic Fedeli, MPP, Federal Minister of Health, the Canadian Radio-television and Telecommunications (CRTC) and all municipalities in Ontario."

CARRIED  _____

DIVISION VOTE

<u>NAME OF MEMBER OF COUNCIL</u>	<u>YEA</u>	<u>NAY</u>
<u>Coun Cross</u>	<u>X</u>	_____
<u>Coun Maxwell</u>	<u>X</u>	_____
<u>Coun Olmstead</u>	<u>X</u>	_____
<u>Mayor Pennell</u>	<u>X</u>	_____

CORPORATION OF THE MUNICIPALITY OF CALVIN

Resolution

DATE: April 27, 2021 NO. 2021-110

MOVED BY Dan Maxwell

SECONDED BY Heather Olmstead

"WHEREAS the role of Ontario's 441 fire departments and their approximate 30,000 full, part-time, and volunteer firefighters is to protect Ontarians and their property; and

WHEREAS according to the Ontario Fire Marshal and Emergency Management's latest data, in Ontario there was over 11,000 number of loss fires, 9,500 no loss fires, 784 injuries, 91 fatalities, and over \$820 million dollars of estimated loss in 2018; and

WHEREAS fire emergencies only make up a portion of the total calls for help received by fire and emergency service departments as they respond to nearly every public emergency, disaster, or 9-1-1 call; and

WHEREAS Ontario's fire department infrastructure deficit continues to grow annually and is almost entirely borne by the municipality and local taxpayers with the majority having populations under 25,000; and

WHEREAS due to antiquated structures and equipment that do not meet current industry standards the safety of the Ontario public and Ontario firefighters is being jeopardized;

NOW THEREFORE the Council of the Corporation of the Municipality of Calvin resolves as follows:

1. **THAT** the Federal and Provincial Government includes apparatuses, training, equipment and structures for fire departments as eligible categories to any further infrastructure programs which will not only provide immediate stimulus to the local, provincial and federal economies given current economic uncertainty but also ensure the safety of Canadians and dedicated firefighters; and
2. **THAT** this resolution be forwarded to the Honourable Doug Ford Premier of Ontario, the Honourable Steve Clark, Minister of Municipal Affairs and Housing, the Honourable Laurie Scott, Minister of Infrastructure, local MPP, local MP, the Ontario Fire Marshal, Jon Pegg, the Ontario Association of Fire Chiefs, and all Ontario Municipalities."

CARRIED 

DIVISION VOTE

<u>NAME OF MEMBER OF COUNCIL</u>	<u>YEA</u>	<u>NAY</u>
<u>Coun Cross</u>	<u>X</u>	<u> </u>
<u>Coun Maxwell</u>	<u>X</u>	<u> </u>
<u>Coun Olmstead</u>	<u>X</u>	<u> </u>
<u>Mayor Pennell</u>	<u>X</u>	<u> </u>

SENT VIA EMAIL

May 5, 2021

**Re: Advocacy for Reform
Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)**

Please be advised that the Council of The Corporation of the Municipality of Leamington, at its meeting held Tuesday, April 27, 2021 enacted the following resolution:

No. C-119-21

Re: Advocacy for Reform - MFIPPA Legislation

BE IT RESOLVED that the Council of the Municipality of Leamington has received Clerk's Department Report LLS-15-21 regarding Advocacy for Reform of Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA"); and

That that the following motion be passed in support of a request to review and reform of MFIPPA:

WHEREAS MFIPPA dates back 30 years;

AND WHEREAS municipalities, including the Municipality of Leamington, practice and continue to promote open and transparent government operations, actively disseminate information and routinely disclose public documents upon request outside of the MFIPPA process;

AND WHEREAS government operations, public expectations, technologies, and legislation surrounding accountability and transparency have dramatically changed and MFIPPA has not advanced in line with these changes;

AND WHEREAS the creation, storage and utilization of records has changed significantly, and the municipal clerk of the Municipality is responsible for records and information management programs as prescribed by the Municipal Act, 2001;

AND WHEREAS regulation 823 under MFIPPA continues to reference antiquated

technology and does not adequately provide for cost recovery, and these financial shortfalls are borne by the municipal taxpayer;

AND WHEREAS the threshold to establish frivolous and/or vexatious requests is unreasonably high and allows for harassment of staff and members of municipal councils, and unreasonably affects the operations of the municipality;

AND WHEREAS MFIPPA fails to recognize how multiple requests from an individual, shortage of staff resources or the expense of producing a record due to its size, number or physical location does not allow for time extensions to deliver requests and unreasonably affects the operations of the municipality;

AND WHEREAS the name of the requestor is not permitted to be disclosed to anyone other than the person processing the access request, and this anonymity is used by requesters to abuse the MFIPPA process and does not align with the spirit of openness and transparency embraced by municipalities;

AND WHEREAS legal professionals use MFIPPA to gain access to information launch litigation against institutions, where other remedies exist;

AND WHEREAS there are limited resources to assist administrators or requestors to navigate the legislative process;

AND WHEREAS reform is needed to address societal and technological changes in addition to global privacy concerns and consistency across provincial legislation;

BE IT RESOLVED THAT the Ministry of Government and Consumer Services be requested to review MFIPPA, and consider recommendations as follows:

1. That MFIPPA assign the municipal clerk, or designate to be the Head under the Act;
2. That MFIPPA be updated to address current and emerging technologies;
3. That MFIPPA regulate the need for consistent routine disclosure practices across institutions;
4. That the threshold for frivolous and/or vexatious actions be reviewed, and take into consideration the community and available resources in which it is applied;
5. That the threshold for frivolous and/or vexatious also consider the anonymity of requesters, their abusive nature and language in requests to ensure protection from harassment as provided for in Occupational Health and Safety Act;
6. That the application and scalability of fees be designed to ensure taxpayers are protected from persons abusing the access to information process;

7. That administrative practices implied or required under MFIPPA, including those of the Information and Privacy Commissioner, be reviewed and modernized;
8. That the integrity of MFIPPA be maintained to protect personal privacy and transparent governments.

Carried

Sincerely,
Brenda M. Percy, Clerk

cc: Rick Nicholls, MPP Chatham Kent - Leamington
Dave Epp, MP Chatham Kent - Leamington
Minister of Consumer Services
Information and Privacy Commissioner of Ontario
Association of Municipalities of Ontario
Association of Clerks and Treasurers of Ontario
Ontario Clerks



**THE CORPORATION OF
THE TOWN OF PERTH**

80 Gore Street East
Perth, Ontario K7H 1H9
Phone: (613) 267-3311
Fax: (613) 267-5635

April 30, 2021

Honourable Premier Doug Ford
Premier of Ontario
Legislative Building
Queens Park
Toronto, ON M7A 1A1

Dear Premier Ford:

Sent via Email: premier@ontario.ca

Re: Provincial Hospital Funding of Major Capital Equipment

The Town of Perth is requesting that further consideration be given to having the province be financially responsible for the replacement costs associated with all major capital equipment in hospitals, as municipalities across the province are facing major shortfalls in meeting their financial obligations. As set out in their asset management plans and cannot afford to directly absorb the financial responsibility for the replacement costs of the hospitals' major capital equipment without jeopardizing their financial sustainability.

As well, if the province is unwilling to assume the full responsibility for funding local hospitals completely, the Town of Perth requests that the province must develop a legislative framework as to how counties and municipalities should best address the financial shortfalls facing hospitals throughout Ontario, specifically the funding of major capital equipment;

Sincerely,


John Fenik
Mayor of Perth

cc: Ontario Municipalities
AMO – amo@amo.on.ca

Aged to Perfection!



Legislative Services
Michael de Rond
905-726-4771
clerks@aurora.ca

Town of Aurora
100 John West Way, Box 1000
Aurora, ON L4G 6J1

May 3, 2021

Delivered by email
Patty.Hajdu@parl.gc.ca

The Honourable Patty Hajdu
Minister of Health
House of Commons
Ottawa, Ontario K1A 0A6

Dear Minister:

Re: Town of Aurora Council Resolution of April 27, 2021

Re: Correspondence from Mayor Allan Thompson, Town of Caledon; Re: Support for 988, a 3-Digit Suicide and Crisis Prevention Hotline

Please be advised that this matter was considered by Council at its meeting held on April 27, 2021, and in this regard Council adopted the following resolution:

- 1. That the memorandum regarding Correspondence from Mayor Allan Thompson, Town of Caledon; Re: Support for 988, a 3-Digit Suicide and Crisis Prevention Hotline, be received; and**
- 2. That Council support the Town of Caledon initiative regarding 988, a 3-Digit Suicide and Crisis Prevention Hotline; and**
- 3. That a letter demonstrating Aurora Council's support be sent to Leona Alleslev, MP Aurora—Oak Ridges—Richmond Hill, Tony Van Bynen, MP Newmarket—Aurora, Michael Parsa, MPP Aurora—Oak Ridges—Richmond Hill, Hon. Christine Elliott, MPP Newmarket—Aurora, Hon. Patty Hajdu, Federal Minister of Health, the Canadian Radio-television and Telecommunications Commission (CRTC), and all Ontario municipalities.**

The above is for your consideration and any attention deemed necessary.

Town of Aurora Council Resolution – Support for 988, a 3-Digit Suicide and Crisis
Prevention Hotline
May 3, 2021
Page 2 of 2

Yours sincerely,



Michael de Rond
Town Clerk
The Corporation of the Town of Aurora

MdR/lb

Attachment: Correspondence dated March 31, 2021, from Mayor Allan Thompson,
Town of Caledon; Re: Support for 988, a 3-Digit Suicide and Crisis
Prevention Hotline

Copy: Leona Alleslev, MP Aurora—Oak Ridges—Richmond Hill
Tony Van Bynen, MP Newmarket—Aurora
Michael Parsa, MPP Aurora—Oak Ridges—Richmond Hill
Hon. Christine Elliott, MPP Newmarket—Aurora
Canadian Radio-television and Telecommunications Commission (CRTC)
All Ontario Municipalities



Allan Thompson
Mayor

Sent via E-Mail to: Patty.Hajdu@parl.gc.ca

March 31, 2021

The Honourable Patty Hajdu
Federal Minister of Health
House of Commons
Ottawa, ON K1A 0A6

Dear Ms. Hajdu,

RE: SUPPORT FOR 988, A 3-DIGIT SUICIDE AND CRISIS PREVENTION HOTLINE

I am writing to advise that at the Town Council meeting held on March 30, 2021, Council adopted a resolution endorsing the 988 crisis line initiative to ensure critical barriers are removed to those in a crisis and seeking help.

The resolution reads as follows:

Whereas the Federal government has passed a motion to adopt 988, a National three-digit suicide and crisis hotline;

Whereas the ongoing COVID-19 pandemic has increased the demand for suicide prevention services by 200%;

Whereas existing suicide prevention hotlines require the user to remember a 10-digit number and go through directories or be placed on hold;

Whereas in 2022 the United States will have in place a national 988 crisis hotline;

Whereas the Town of Caledon recognized that it is a significant and important initiative to ensure critical barriers are removed to those in a crisis and seeking help;

Now therefore be it resolved that the Town of Caledon endorses this 988 crisis line initiative; and

That a letter demonstrating Caledon's support be sent to Kyle Seebach, MP, Dufferin-Caledon, the Honourable Sylvia Jones, MPP, Dufferin-Caledon, the Honourable Patty Hajdu, Federal Minister of Health, the Canadian Radio-television and Telecommunications (CRTC) and all municipalities in Ontario.

Thank you for your attention to this very important matter. We look forward to hearing from you.

Sincerely,



Allan Thompson
Mayor

Cc. Kyle Seeback, MP Dufferin-Caledon, Kyle.Seeback@parl.gc.ca
Honourable Sylvia Jones, MPP Dufferin-Caledon, sylvia.jones@pc.ola.org
Ian Scott, Chairperson and Chief Executive Officer, Canadian Radio-Television and Telecommunications Commission (CRTC), iscott@telesat.com
All Ontario Municipalities

April 30, 2021

COO

The Honourable Doug Downey, MPP, Attorney General
20 Bell Farm Road
Barrie, ON L4M 6E4
(sent via email doug.downey@pc.ola.org)

Dear Minister Downey:

Re: NATIONAL 3-DIGIT SUICIDE AND CRISIS HOTLINE

On behalf of the Council of The Corporation of the City of Barrie, I wish to advise you that City Council adopted the following resolution at its meeting held on April 26, 2021:

21-G-098 NATIONAL THREE DIGIT SUICIDE AND CRISIS HOTLINE

WHEREAS the Federal government has passed a motion to adopt 988, a National three-digit suicide and crisis hotline; and

WHEREAS the motion calls for the federal government to consolidate all existing suicide crisis numbers into one three-digit hotline; and

WHEREAS the ongoing COVID-19 pandemic has increased the demand for suicide prevention services by 200%; and

WHEREAS existing suicide prevention hotlines require the user to remember a 10-digit number and go through directories or be placed on hold; and

WHEREAS in 2022 the United States will have in place a national 988 crisis hotline; and

WHEREAS the City of Barrie recognized that it is a significant and important initiative to ensure critical barriers are removed to those in a crisis and seeking help;

NOW THEREFORE BE IT RESOLVED as follows:

1. That the City of Barrie endorses this 988 crisis line initiative.
2. That a letter demonstrating Barrie's support be sent to Todd Doherty, MP Caribou-Prince George, John Brassard, MP, Barrie-Innisfil, Doug Shipley, MP, Barrie-Springwater-Oro-Medonte, the Honourable Andrea Khanjin, MPP, Barrie-Innisfil, the Honourable Doug Downey, MPP, Barrie-Springwater-Oro-Medonte, the Honourable Patty Hajdu, Federal Minister of Health, the Canadian Radio-television and Telecommunications (CRTC) and all municipalities in Ontario.

If you have any questions, please do not hesitate to contact the undersigned, wendy.cooke@barrie.ca or (705) 739.4220, Ext. 4560.

Yours truly,

Wendy Cooke
City Clerk/Director of Legislative and Court Services

WC/bt

cc:

- The Honourable Patty Hajdu, MP, Minister of Health
- John Brassard, MP, Barrie-Innisfil
- Doug Shipley, MP, Barrie-Springwater-Oro-Medonte
- Todd Doherty, MP, Caribou-Prince George
- Andrea Khanjin, MPP, Barrie-Innisfil
- The Canadian Radio-television and Telecommunications (CRTC)
- All municipalities in Ontario

May 7, 2021

RE: Support for 988 – a 3 Digit Crisis and Suicide Prevention Hotline

Please be advised that the Council of the Municipality of Grey Highlands, at its meeting held May 5, 2021, passed the following resolution:

2021-312

Moved by Aakash Desai, Seconded by Dane Nielsen

Whereas the Federal government has passed a motion to adopt 988, a National three-digit suicide and crisis hotline; and

Whereas the ongoing COVID-19 pandemic has increased the demand for suicide prevention services by 200%; and

Whereas existing suicide prevention hotlines require the user to remember a 10-digit number and go through directories or be placed on hold; and

Whereas in 2022 the United States will have in place a national 988 crisis hotline; and

Whereas the Municipality of Grey Highlands recognizes that it is a significant and important initiative to ensure critical barriers are removed to those in a crisis and seeking help; now

Therefore be it resolved that the Municipality of Grey Highlands endorses this 988 crisis line initiative; and

That the Municipality of Grey Highlands request that this initiative move forward expeditiously; and

**That a copy of this resolution be sent to Bruce-Grey-Owen Sound MP Alex Ruff, Bruce-Grey-Owen Sound MPP Bill Walker, Federal Minister of Health Patty Hajdu, the Canadian Radio-television and Telecommunications (CRTC) and all municipalities in Ontario.
CARRIED.**

As per the above resolution, please accept a copy of this correspondence for your information and consideration.

Sincerely,

Jerri-Lynn Levitt

Jerri-Lynn Levitt
Deputy Clerk
Council and Legislative Services
Municipality of Grey Highlands

The Municipality of Grey Highlands

206 Toronto Street South, Unit One P.O. Box 409 Markdale, Ontario N0C 1H0
519-986-2811 Toll-Free 1-888-342-4059 Fax 519-986-3643
www.greyhighlands.ca 310 info@greyhighlands.ca



The Town of Blue Mountains, Council Meeting

Date: Monday, May 3, 2021

Moved by: Councillor Hope
Seconded by: Deputy Mayor Potter

THAT Council of the Town of The Blue Mountains receives Agenda Item D.5 Municipality of Grey Highlands, D.6 Township of Southgate and D.7 County of Grey regarding support for Grey Bruce Health Unit;
AND THAT Council of the Town of The Blue Mountains supports the efforts of Dr. Ian Arra and the Grey Bruce Health Unit, and requests Mayor Soever to write a letter of support to Dr. Arra on behalf of Council and the residents of The Blue Mountains

The motion is Carried

May 10, 2021

Via Email: Lisa.Thompson@pc.ola.org

Hon. Lisa M. Thompson
Minister of Government and Consumer Services
5th Floor, 777 Bay Street
Toronto, ON M7A 2J3

Dear Hon. Thompson:

**Re: Time for Change
Municipal Freedom of Information and Protection of Privacy Act**

Please be advised the Council of the Municipality of Chatham-Kent at its regular meeting held on March 1, 2021 passed the following resolution:

WHEREAS the Municipal Freedom of Information and Protection of Privacy Act R.S.O. 1990 (MFIPPA) dates back 30 years;

AND WHEREAS municipalities, including the Municipality of Chatham-Kent, practice and continue to promote open and transparent government operations, actively disseminate information and routinely disclose public documents upon request outside of the MFIPPA process;

AND WHEREAS government operations, public expectations, technologies, and legislation surrounding accountability and transparency have dramatically changed and MFIPPA has not advanced in line with these changes;

AND WHEREAS the creation, storage and utilization of records has changed significantly, and the Municipal Clerk of the Municipality is responsible for records and information management programs as prescribed by the Municipal Act, 2001;

AND WHEREAS regulation 823 under MFIPPA continues to reference antiquated technology and does not adequately provide for cost recovery, and these financial shortfalls are borne by the municipal taxpayer;

AND WHEREAS the threshold to establish frivolous and/or vexatious requests is unreasonably high and allows for harassment of staff and members of municipal councils, and unreasonably affects the operations of the municipality;

AND WHEREAS the Act fails to recognize how multiple requests from an individual, shortage of staff resources or the expense of producing a record due to its size, number or physical location does not allow for time extensions to deliver requests and unreasonably affects the operations of the municipality;

AND WHEREAS the name of the requestor is not permitted to be disclosed to anyone other than the person processing the access request, and this anonymity is used by requesters to abuse the MFIPPA process and does not align with the spirit of openness and transparency embraced by municipalities;

AND WHEREAS legal professionals use MFIPPA to gain access to information launch litigation against institutions, where other remedies exist;

AND WHEREAS there are limited resources to assist administrators or requestors to navigate the legislative process;

AND WHEREAS reform is needed to address societal and technological changes in addition to global privacy concerns and consistency across provincial legislation;


BE IT RESOLVED THAT the Ministry of Government and Consumer Services be requested to review the MFIPPA, and consider recommendations as follows:

1. That MFIPPA assign the Municipal Clerk, or designate to be the Head under the Act;
2. That MFIPPA be updated to address current and emerging technologies;
3. That MFIPPA regulate the need for consistent routine disclosure practices across institutions;
4. That the threshold for frivolous and/or vexatious actions be reviewed, and take into consideration the community and available resources in which it is applied;
5. That the threshold for frivolous and/or vexatious also consider the anonymity of requesters, their abusive nature and language in requests to ensure protection from harassment as provided for in Occupational Health and Safety Act;
6. That the application and scalability of fees be designed to ensure taxpayers are protected from persons abusing the access to information process;
7. That administrative practices implied or required under the Act, including those of the IPC, be reviewed and modernized;
8. That the integrity of the Act be maintained to protect personal privacy and transparent governments.

If you have any questions or comments, please contact Judy Smith at ckclerk@chatham-ketn.ca

Sincerely,

Judy
Smith

 Digitally signed by
Judy Smith
Date: 2021.05.10
16:49:07 -04'00'

Judy Smith, CMO
Director Municipal Governance
Clerk /Freedom of Information Coordinator

c.

Lianne Rood, MP
Dave Epp MP
Rick Nicholls, MPP
Monte McNaughton, MPP
Information and Privacy Commissioner of Ontario
Association of Municipalities of Ontario
AMCTO Legislative and Policy Advisory Committee
Ontario municipalities



Town of The Blue Mountains

32 Mill Street, Box 310
THORNBURY, ON N0H 2P0
<https://www.thebluemountains.ca>

OFFICE OF: Mayor Alar Soever
Email: asoever@thebluemountains.ca
Phone: 519-599-3131 Ext 400

Sent via E-mail

May 12, 2021

The Honourable Doug Ford, Premier of Ontario
Legislative Building, 1 Queen's Park
Toronto, ON
M7A 1A1
Email: premier@ontario.ca

RE: Town of The Blue Mountains Community Recovery Task Force Request regarding Provincial Re-opening Strategy and Frontline Business Experience

Dear Premier,

I am writing to you at the direction of the Town of The Blue Mountains Community Recovery Task Force.

Let me begin by communicating our Council's appreciation for the difficult work you and your Cabinet have done to help manage public health in this extraordinary and unprecedented situation.

Our community is doing its best to comply with the 3rd lockdown in one year but there is an ever-increasing level of frustration and anxiety in our community because of the lack of a clearly communicated "exit plan" from this cycle of social and business restrictions. This "exit plan" needs to prioritize health outcomes, while giving clear direction to our residents and businesses on how we are going to emerge from this lockdown. I understand that the Province of Saskatchewan has just released their plan.

Local businesses, many of which have barely operated for 2 weeks during the last 5 months, are desperate for some sign of what the "new normal" will look like and how Ontario might get there. The COVID-19 Science Advisory table has recently advised you that if the stay-at-home order is lifted in the weeks and months ahead, daily cases would reach 10,000 cases a day by the beginning of July! There is no advice coming from that table on how our massive vaccination program can be a step toward some return to normalcy. I am writing to encourage you and your Cabinet to begin to lay out to the public your plan for how Ontarians can begin to return their lives back to some semblance of normal, whatever that "new normal" looks like.

Our local businesses have been community partners in health outcomes and COVID-19 transmission prevention from the beginning of the pandemic. They have implemented new operational protocols working closely with our Grey Bruce Public Health team. Many of our local businesses implemented standards that went above and beyond the public health guidelines. Our local businesses served as educators of the public to ensure that protocols were followed by visitors and guests.

Premier, our small businesses do their best to hire people, and they invest time and money in training and developing employees so that these employees can have a career. Our local small businesses hire extra part time staff where they can make some extra cash while going to school and summer break. However, our small businesses have become terrified to invest further in their businesses, drying up inventory orders that will have dramatic impacts on supply chains across many sectors. More importantly, this fear will shut down local employment and economic growth. The repeated opening and closing have forced our businesses to incur unrecoverable costs from lost perishable food items, training etc. and are not supported by current government programs.

Destinations, collaborative networks and municipalities across Ontario can work even closer with public health agencies and the Province to ensure that safety protocols are front and center as part of a planned re-opening. Early on in the pandemic, the Town of The Blue Mountains created a local Community (COVID) Recovery Task Force, and this group meets regularly to do what it can to assist local businesses deal with the devastating impact of the prolonged public health lockdowns. This group stands ready to help implement any provincially designed full recovery plan.

Most of our businesses are independently and locally owned and are near completely closed with most employees furloughed. Lack of liquidity is the greatest risk facing businesses at present, which threatens their ability to bounce back upon reopening. Uncertainty and an unclear roadmap to next steps makes the financial and emotional burden that each employer, employee, and local resident faces more difficult.

The Town of the Blue Mountains' small accommodation businesses have been prevented from qualifying for the Ontario Small Business Grant. This is a challenge in tourism-driven communities because accommodations are the key visitation driver. A loss of small accommodators will have a negative ripple effect across retail, restaurant, attractions, and other related sectors. Annual tourism receipts in the RT07 region equal more than \$1.3 billion dollars annually. With regional tourism sector losses somewhere between 30-50% year over year, the economic impact is dramatic.

Businesses urgently need to understand what the criteria will be for a full re-opening, with data points that are measurable, and understandable, in order to better plan and manage their businesses. They are also calling for time to prepare for reopening. Supply chains have been severely impacted by over a year of restrictions. We fully understand that some of the "exit" milestones and the timing of these may be subject to further change, but a plan is needed. More recovery business debt is not possible. Many of our local businesses will not survive if this next recovery is not well planned or managed by ALL PARTIES.

For our municipality, we are unique in that we are the “home” to over 2.5 million visitors each year, and during this “staycation” pandemic, likely many more. We need time to plan for these visitors so that their visit experience is something they will fondly recall and not regret. Like our local businesses, this planning needs to be based upon a public health restriction easing that is well laid out and not designed as we go. While we fully understand that the timing of this plan is subject to the achievement of certain public health milestones, we nevertheless need that plan.

Over 60,000 people recently gathered at a stadium in New Zealand to celebrate herd immunity as that country has reached its target vaccination goals. They were not wearing masks and looked to be enjoying themselves. Here in Canada, aside from the everchanging vaccine rollout parameters, we are told by the science experts that, on the one hand, everything will be normal once we reach our vaccination goal for herd immunity and then told that we will still have to wear masks and stick to public health distancing guidelines because we can still spread the virus, in spite of the vaccine. So, which is it? We need a clear positive statement of how we can return to normal.

Premier, we stand ready to help and I know many of our small business owners do so as well. Perhaps one way to move forward with some input from municipalities and businesses is to establish a COVID recovery advisory group that is tasked with providing government with economic and business recovery advice and planning. You have numerous “science” tables advising you on ways to combat the virus but is it not time to establish a COVID business and economic recovery task force outside of the Jobs and Recovery Committee of Cabinet to help you guide the Province out of this devastating lockdown sequence?

Premier, hopefully we have made a strong case for a clearly communicated plan for this province’s transition out of this pandemic that our residents and businesses can rely on. We want to see the light at the end of the tunnel!

Yours Truly,

A handwritten signature in cursive script that reads "Alar Soever".

Mayor Alar Soever
Town of The Blue Mountains

Enclosed: Samples of Frontline Business Experience

CC: Community Recovery Task Force members (via email)
 Department File – C2657

SAMPLE OF FRONT LINE BUSINESS EXPERIENCE

From a Small Local Art Gallery:

"I suppose we are still in the game as a small gallery started in late fall of 2019. If Jeff and his business weren't backing it we would have probably closed up a year ago. These closures are a killer.

We start to move ahead and generate foot traffic and sales then boom! We're closed.

- we are allowed curbside sales etc but no visits by appt or reduced number.... yet the very people who are our biggest supporters aren't supposed to travel from their homes. How do you sell art online or at the curb?

- everyone followed guidelines, our space wasn't overrun etc. but here we are. Closed. I could load up my van and try and show art in the Walmart parking lot like a sleazy salesperson in a trench coat.

- what are the numbers based on? I would like more details as to those who have tested positive... I have questions but am made to feel like a trouble maker when I question what is going on.

- the idea that we can't interact outside boggles my mind. I think it is possible to plan outdoor activities where the art is shown in a safe hygienic way.

- things taped off and not sold... it's insane. It means I will buy online and it may be Amazon that gets my business instead of say Dollarama. You're robbing these stores of sales and robbing employees of an income. Their hours are being depleted and it's depriving our neighbors of an income.

- so many shortsighted laws being put in place.

- the means by which this vaccine is being rolled out. Don't get me started People who need it still not able to get it or are due for #2. We aren't supposed to travel but some are traveling way out of their district to get the vaccine?

Eventually I think some of should be allowed to venture out into the world and not be fearful of anything invisible or Afraid of a nosy neighbor or of or someone who thinks we aren't following guidelines as they interpret them.

We're all just tired.

From a Small Local Art Gallery

“As you know, I have relocated my gallery, once again, and am impatiently awaiting the opportunity to reconnect with the public. Last year was one I wish to move on from with great haste, both for the covid crisis as well as challenges at my last address.

While I understand the moving target that the crisis presents our government, it is none the less quite frustrating to not be able to plan for the year ahead with any certainty.

If we are a low risk area, which the lack of vaccines coming this way would suggest, then why are we forced to close all our businesses in the meantime? I’m concerned the lack of vaccines with mean we will be forced to remain closed after the cities have been reopened.”

From a Small Local Fitness and Wellness Facility

“What I have to share is that our business has been greatly affected by covid. We removed all in-person services from our offerings like yoga & massage and with that we also moved to downsize & try and focus on what we thought were the areas we had more control within with things being so uncertain. We’ve had people assume we closed altogether. It literally feels like we started a new business with trying to navigate the ebbs & flows of it all. We’re working hard to be based more online but we also still want to be and have mostly operated as in-person retail with our brick & mortar. It’s been extremely difficult not keep people engaged with our offerings when there is so much online and we can’t be face to face with people. So our hope for when things reopen is that we are able to operate as functionally and consistently as possible.

We also never heard back about the grant being offered to businesses and have relied solely on what we can pull in other than cerb which doesn’t cover it. I would love to see more resources for businesses, not just on a financial level but resources for people looking for small businesses to support & ways for small businesses to advertise to more people. Essentially I would love to see the government advocate more for the little guy & want to see that flourish more than currently allowing the box stores to take over.”

From a Small Locally Funded Arts and Culture Facility:

“I think the one of the biggest impacts to the community has been the inability for groups to gather and socialize, especially over the winter. Normally, gatherings would be facilitated by our facility, the local Legion and even the churches but all of us have been severely hampered by pandemic restrictions.

It is our sincere hope that, when restrictions ease, we can provide that meeting hub which will help the community heal over the coming year; not only offering a place for simple socialization but also enrichment and fitness programmes and venues for celebrations previously postponed.

The biggest hurdle for us is that, with almost no opportunity to fundraise in our normal manner, the fundamental building expenses such as insurance and utilities have drained our finances. Critical to our growth upon opening will be our ability to hire and rehire the staff we will need. This will be our largest financial challenge and we are exploring all grant options to assist.

We would love a clear roadmap of the stages of reopening but we are fully aware that uncertainty remains a factor and will do so for some time."

From a Small Local Retailer:

"I definitely am in the languishing state, don't know how to get myself motivated. Difficult to curb side, people have to look and see what we have. Online has its problems too, silly silly questions, want it for nothing etc. Our landlord wants his rent regardless, even though he knows we are not open! He just threatens to close it all down. Hopefully they do not add more time to the existing lockdown. It would have been nice to be able to let at least one person in at a time under covid rules."

From a Small Local Retailer:

"I believe that the uncertainty around vaccine effectiveness will be a barrier to people feeling comfortable to go out and shop. Unfortunately, both levels of government have been unclear on what the world will look like once we have achieved the required level of vaccinations."

I recently saw on The National a report on over 60,000 people gathered at a stadium in New Zealand to celebrate herd immunity as that country has reached its target vaccination goals. They were not wearing masks and looked to be enjoying themselves. Here in Canada, aside from the ever-changing vaccine rollout parameters, we are told on the one hand that everything will be normal once we reach our vaccination goal for herd immunity and then told that we will still have to wear masks and stick to public health distancing guidelines because we can still spread the virus in spite of the vaccine. So which is it? We need a clear positive statement of how we can return to normal."

From a Small Local Health Professional:

Unfortunately I purchased this business March 1st 2020 right before the first lockdown. We have been forced to close (now without the possibility of CERB or EI) and my assets are draining quickly. I understand there needs to be restrictions but to restrict a regulated health professional, furthermore a nurse, from her ability to practice is cutting me at my knees. I have supported local vaccine role out but would still be able to work at my clinic. I do have patients who have medical reasons to be treated but most are cosmetic. If I can keep the public safe as a nurse in other areas of practice (ie. Emergency department) I can also keep them safe in a quiet Clinic."

The government has failed in getting vaccines out to the public and now our economy has catastrophically gone further in the red."

This will take decades to recover from and it is a true shame for our children."

Please make a reopening plan and support moving forward that includes better equipped stakeholders to the table to support our small businesses."

From a Small Local Retailer:

"It's a tough to capture succinctly the impact of the pandemic as it relates to me: an entrepreneur and proud small business owner, as there are many layers to this impact. The most obvious and easiest to measure is financial. The tougher to describe are the less measurable impacts such as cultural and emotional.

On the financial front there have been programs that have assisted but even with the hours of soul sucking paperwork and applications I know I still have a huge financial hole to dig out of as we re-start. The funds received have been appreciated but they fall short on many fronts (such as the wage subsidy doesn't allow me to apply as I am not arms length yet I continue to work hard everyday during lockdown) and don't account for the impact of stress created knowing you are not in control in anyway of the risk of losing your business.

The personal emotional impact is significant, as small business owner I invested heavily personally into my startup, in addition I invested uncountable hours into bringing my business to life and making it a success, I poured my heart and soul into my business. Only to see it crushed through no fault of my own, for the third time. Enthusiasm is one of those unique characteristics of a small business owner that helps you create and recreate your business, its so hard to stay enthusiastic as we keep attempting to pivot with pardon the pivot pun to nauseating results. For our team, I have great empathy. The heartbreak of re-issuing ROE's for your team members is both a lot of paperwork and emotionally tough.

The team here at my business is a combination of employees and contractors, regardless of their status I consider the 40 plus people here part of the team, the essence of our work community. The impact of closing and the empathy for our team members is tough. On a business front the impact to how we operate equates to changes in the requirements for additional skills, new protocols to train and cultural impact. Please don't underestimate the impact that culture has on a small business. I have invested a lot into creating a great work culture, every time we close and reopen the stop and start destroys our culture, having to reboot it every time! I believe a great guest experience starts with a great team experience – the challenges of keeping a great team experience at work at the time are difficult.

Community wise we supported many local entities including other small business and charities. The ripple effect is significant!

There are several questions that I have:

Financial – how do I dig out of the hole that has been created from over 6 months of closures? (forgive the CEBA)

Talent – Will people want to work? Will I find the right talent to fuel the business and at what cost? Is there housing available for my team that they can afford (with the crazy housing market here)? How do I retain those that have gone through the last 3 stops and starts and might prefer a more guaranteed work environment (government/ banks etc)

Re-igniting enthusiasm- How do I get personally motivated, then how to I get this great culture rolling for the team again? How do I increase employee engagement? How do I incent the team to be engaged? How do I personally get the covid fatigue away?

Consumer Demand – How do I crystal ball recovery and know what is on consumer's minds?

Pivot – What do I need to change and at what cost and is now the time to invest? Do I invest or dig out of the hole created financially?"

From a Small Local Restaurant Owner and Operator: *The impact of being shut down for so many months, is massive. Rent relief and wage subsidy have been a great help, but this is just not enough, the repeated opening and closing incurs unrecoverable costs from lost perishable food items, training, etc. Rent is not covered 100%, and in the case of a restaurant we are planning to open, no rent is covered, which does not incent operators opening new businesses. Grants are very limited in their scope, in our case we can only receive 1 grant for 5 restaurants, because we are affiliates..... How is our industry going to continue to absorb these costs for another year?*

On the staffing side, the impact on their livelihoods & mental health cannot be underestimated - we have lost 10-20% of our staff on every reopen due to this."

From a Small Local Retailer:

"We are a small retail business. We do our best to hire people, invest time and money in training and developing them so they can have a career. We hire extra part time staff where they can make some extra cash while going to school and summer break.

We offer great fashion to our customers and give amazing service so they can return back to our stores. We search many suppliers to bring great quality at the best prices.

Having said that this pandemic as been incredibly challenging. In retail if you don't buy the product on time before the seasons starts, you won't be able to find units available. At the same time if we don't purchase the product, many suppliers won't make it as they also buy the product before the seasons starts and rely on customers like us to purchase similar to the year before so they can stay in business.

If all retailers become scared and don't do their purchase according to making their sales, some suppliers will go bankrupt. So we did our purchases to the max because we were ready for business. However with the last two shutdowns, mind you without any notice, has put us in a bad situation as we invested tens of thousands of dollars to just sit there in our closed locations and have NO ROI!

We believe that the Blue Mountain did not have to shut down as they did an amazing job in controlling the traffic and follow Ontario safety guidelines, if anything they did over and above the expectations. We feel as business owners we would have been fine controlling our traffic and have a safe environment, however that did not matter and we were all shut down anyways.

It did not matter what the Blue Mountain and it's stores did to control the pandemic and were labeled as a grey zone when we were one of the best in Ontario for lowest covid cases. Many stores are still open like Shoppers Drug Mart as an example, someone can buy perfume but can't buy a top from our store, what is the difference? You can go inside Starbucks and have a line up from inside to outside the door, wait 10 to 15 minutes inside for a cup of coffee, but you can't come into our store and buy a dress. There are many examples as to how unfair this has been for everyone. Many of us have lost a lot of money for no reason what so ever, while many are making more money. There was no need to close retail stores and outdoor dining, as no proof has been provided that is where you catch Covid.

This has been a very challenging time for us and it will take some time to recover our losses, like many others."



Township of The Archipelago

9 James Street, Parry Sound ON P2A 1T4

Tel: 705-746-4243/Fax: 705-746-7301

www.thearchipelago.on.ca

April 9, 2021

21-073

**Moved by Councillor Barton
Seconded by Councillor Manner**

RE: Road Management Action On Invasive Phragmites

WHEREAS *Phragmites australis* (*Phragmites*) is an invasive perennial grass that continues to cause severe damage to wetlands and beaches in areas around the Great Lakes including Georgian Bay; and

WHEREAS *Phragmites australis* grows and spreads rapidly, allowing the plant to invade new areas and grow into large monoculture stands in a short amount of time, and is an allelopathic plant that secretes toxins from its roots into the soil which impede the growth of neighboring plant species; and

WHEREAS *Phragmites australis* results in loss of biodiversity and species richness, loss of habitat, changes in hydrology due to its high metabolic rate, changes in nutrient cycling as it is slow to decompose, an increased fire hazard due to the combustibility of its dead stalks, and can have an adverse impact on agriculture, particularly in drainage ditches; and

WHEREAS invasive *Phragmites* has been identified as Canada's worst invasive plant species by Agriculture and AgriFood Canada; and

WHEREAS the Ontario government has made it illegal to import, deposit, release, breed/grow, buy, sell, lease or trade invasive *Phragmites* under the Invasive Species Act; and

WHEREAS *Phragmites* occupy over 4,800 hectares of land around Lake St. Clair alone, while 212 hectares of *Phragmites* occupy land along the St. Lawrence River. The Georgian Bay Area is particularly affected by *Phragmites australis*, with more than 700 stands along the shorelines and multiple visible stands on the highways and roads that threaten valuable infrastructure and wetland areas; and

WHEREAS volunteers, non-governmental organizations, and various municipalities have invested tens of thousands of dollars in investments and labour annually for more than eight years in executing managements plans to control invasive *Phragmites* on roads, coasts, shorelines and in wetlands; and

WHEREAS roads and highways where *Phragmites* that are left untreated become spread vectors that continually risk new and treated wetlands and coastal shoreline areas; and

WHEREAS according to “Smart Practices for the Control of Invasive Phragmites along Ontario’s Roads” by the Ontario Phragmites Working Group, best road management practices for Phragmites australis include early detection, herbicide application, and cutting; and

WHEREAS these best management practices are most effective when used in a multi-pronged approach as opposed to when used as stand-alone control measures; and

WHEREAS mother nature does not recognize political boundaries. Therefore, it is imperative that Municipalities, Districts, the Province, and the Federal government work together in collaboration to eradicate Canada’s worst invasive plant species Phragmites australis;

NOW THEREFORE BE IT RESOLVED that Council for the Corporation of the Township of The Archipelago directs its staff to implement best management practices to promote early detection of invasive Phragmites, and to implement best management practices for invasive Phragmites, and to join the Ontario Phragmites Working Group to collaborate on the eradication of Phragmites in Ontario.

BE IT FURTHER RESOLVED that Council for the Corporation of the Township of The Archipelago directs staff to insert clean equipment protocols into tenders and that there is oversight that the protocols are followed; and

BE IT FURTHER RESOLVED that Council for the Corporation of the Township of The Archipelago requests the Ontario Ministry of Transportation to map and treat invasive Phragmites annually on all its highways; and

BE IT FURTHER RESOLVED that the Ontario Ministry of Transportation (MTO) communicates the strategy on mapping (detecting sites) and controlling invasive Phragmites on provincial highways, the specific highway management plans and results by each MTO region and each highway in the region and work in coordination with the Township of The Archipelago; and

BE IT FURTHER RESOLVED that Council for the Corporation of the Township of The Archipelago directs its staff to send this resolution to all municipalities that are part of the Georgian Bay watershed, to all municipalities in the Great Lakes watershed, to the Minister of Transportation, Christopher Balasa the Manager, Maintenance Management Office, and MPP Norman Miller.

BE IT FINALLY RESOLVED that Council for the Corporation of the Township of The Archipelago requests all levels of government to consider funding support to aid the Township of The Archipelago in managing invasive phragmites; and directs staff to send a copy of this resolution to the Ontario Minister of Environment, Conservation and Parks and the Minister of Environment and Climate Change Canada.

Carried.

The Corporation of the Township of Southgate
By-law Number 2021-073
being a by-law to confirm the proceedings of the
Council of the Corporation of the Township of Southgate
at its regular meeting held on May 19, 2021

Authority: Municipal Act, 2001, S.O. 2001, c.25, as amended, Sections 5 (3) and 130.

Whereas, the Municipal Act, 2001, S.O. 2001, c.25, as amended, Section 5 (3), provides that the jurisdiction of every Council is confined to the municipality that it represents, and its powers shall be exercised by by-law;

And whereas, the Municipal Act, 2001, S.O. 2001, c.25, as amended, Section 130 provides that every Council may pass such by-laws and make such regulations for the health, safety and well-being of the inhabitants of the municipality in matters not specifically provided for by this Act and for governing the conduct of its members as may be deemed expedient and are not contrary to law;

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

1. **That** the action of the Council at its regular meeting held on May 19, 2021 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 19th day of May 2021.

John Woodbury – Mayor

Lindsey Green – Clerk