



**Township of Southgate  
Council Meeting Agenda**

**September 15, 2021**

**7:00 PM**

**Electronic Participation**

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**Pages**

**1. Electronic Access Information**

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

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

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

**2. Call to Order**

**3. Open Forum - Register in Advance**

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

**4. Confirmation of Agenda**

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

**5. Declaration of Pecuniary Interest**

**6. Delegations & Presentations**

**6.1. Launch Pad YATC Presentation - Emily Morrison**

**9 - 17**

**Be it resolved that** Council receive the Launch Pad YATC presentation as information.

**7. Adoption of Minutes**

**18 - 31**

**Be it resolved that** Council approve the minutes from the September 1, 2021 Council meeting as presented.

**8. Reports of Municipal Officers**

**8.1. Treasurer William Gott**

**8.1.1. FIN2021-028 Building Condition Assessments RFP 32 - 35**

**Be it resolved that** Council receive Staff Report FIN2021-028 Building Condition Assessments RFP as information; and

**That** Council awards the Building Condition Assessments tender to Bold Engineering Inc. for \$21,700 plus HST.

**8.2. Chief Building Official Bev Fisher**

**8.2.1. CBO2021-005 - Noise By-Law 2021-132 Exemption Request 36 - 37**

**Be it resolved that** Council receive Staff Report CBO2021-005 for information; and

**That** Council approve the proposed Noise By-law Exemption request received from Ms. Johnston and Mr. Schram for October 10, 2021 at 165 and 175 Gold Street, Dundalk.

**8.3. Clerk Lindsey Green**

**8.3.1. CL2021-023 - Recognition of September 30th as National Day of Truth and Reconciliation**

38 - 39

**Whereas** the Truth and Reconciliation Commission released its final report on June 2, 2015, which included 94 Calls to Action to redress the legacy of residential schools and advance the process of Canadian reconciliation; and

**Whereas** the recent discoveries of remains and unmarked graves across Canada have led to increased calls for all levels of government to address the recommendations in the TRC's Calls to Action; and

**Whereas** all Canadians and all orders of government have a role to play in reconciliation; and

**Whereas** Recommendation #80 of the Truth and Reconciliation Commission called upon the federal government, in collaboration with Aboriginal peoples, to establish, as a statutory holiday, a National Day for Truth and Reconciliation to ensure that public commemoration of the history and legacy of residential schools remains a vital component of the reconciliation process; and

**Whereas** the Federal Government has announced September 30th, 2021, as the first National Day for Truth and Reconciliation (National Orange Shirt Day) and a statutory holiday,

**Therefore be it resolved that** the Council of the Township of Southgate does hereby commit to recognizing September 30th, 2021, as the National Day for Truth and Reconciliation (National Orange Shirt Day) by sharing the stories of residential school survivors, their families, and communities.

**8.4. Public Works Manager Jim Ellis**

**8.4.1. PW2021-RFP Dundalk Wastewater Treatment Facility Expansion**

40 - 59

**Be it resolved that** Council receive Staff Report PW2021-045 for information; and

**That** Council approve the release of the RFP for the Dundalk Wastewater Treatment Facility Expansion as part of the on-going Environmental Assessment process.

**8.5. Economic Development Officer Terri Murphy**

- 8.5.1. EDO2021-002 - 2137569 Ontario Inc (GREENLID) Purchase and Sale of Eco Park Lands** 60 - 63

**Be it resolved that** Council receive staff report EDO2021-002 as information; and  
**That** Council approve the purchase and sale agreement for 12 acres plus or minus of lands in the Eco Park to 2137569 Ontario Inc O/A GREENLID; and  
**That** Council consider approval of Southgate By-law 2021-135 to execute this purchase and sale agreement.

- 8.5.2. By-law 2021-135 - Purchase and Sale Agreement - 2137569 Ontario Inc. (GreenLid)** 64 - 77

**Be it resolved that** by-law number 2021-135 being a by-law to authorize a purchase and sale agreement between 2137569 Ontario Inc. and the Corporation of the Township of Southgate be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

**8.6. HR Coordinator Kayla Best**

- 8.6.1. HR2021-019 – CAO Succession Planning** 78 - 87

**Be it resolved that** Council receive Staff Report HR2021-019 for information; and  
**That** Council review the CAO Succession Plan – CAO Planned Retirement Document and provide feedback; and  
**That** Council direct staff to proceed with an internal posting for an intent to apply for the upcoming CAO vacancy; and  
**That** Council direct staff to bring a closed session report to the October 6, 2021 Council Meeting to discuss the applications from the Intent to Apply; and  
**That** Council appoint \_\_\_\_\_ to lead and coordinate the process of hiring the new CAO to fill the planned upcoming vacancy.

**8.6.2. HR2021-020 – Library Assistant Digital Services**

88 - 99

**Be it resolved that** Council receive Staff Report HR2021-020 for information; and

**That** Council approve the draft job description for the Library Assistant – Digital Services; and

**That** Council direct staff to review and evaluate the draft job description for the Library Assistant – Digital Services through the Southgate Job Evaluation Committee for a recommended placement on the Employee Pay Grid; and

**That** Council direct staff to report back to the October 6<sup>th</sup> Council meeting with a report from the Job Evaluation Committee and the final version of the Library Assistant – Digital Services job description for approval.

**8.7. Chief Administrative Officer Dave Milliner**

**8.7.1. CAO2021-064 Draft Southgate COVID-19 Vaccination Policy**

100 - 118

**Be it resolved that** Council receive staff report CAO2021-064 as information; and

**That** Council approve the draft Southgate COVID-19 Vaccination Policy dated September 15, 2021 as presented; and

**That** Council direct staff based on resolution approval of this draft policy to proceed with the Human Resources Coordinator requesting information, collecting employee vaccination data in confidence if provided and holding one on one employee education sessions related to COVID-19 immunization requirements; and

**That** Council consider approving the Southgate COVID-19 Vaccination Policy at the October 6, 2021 meeting.

**8.8. Planner Clinton Stredwick**

**8.8.1. PL2021-079 - Flato Glenelg Phase II Support Resolution 119 - 122**

**Be it resolved that** Council receive Staff Report PL2021-079 for information; and  
**That** Council consider passing a resolution of support for the County Official Plan amendment expanding the settlement area of Dundalk for the Project know as Flato Glenelg phase II.

**8.8.2. PL2021-079 - Wilder Lake Subdivision Zoning 123 - 161**

**Be it resolved that** Council receive Staff Report PL2021-079 for information; and  
**That** Council consider approval of Zoning By-law 2021-137 at the next Council meeting; and  
**That** Council direct staff to prepare a report regarding a mandatory inspection program and how it might be implemented to inspect pre-existing septic systems conditions as future safeguards to protect Wilder Lake; and  
**That** Council direct staff to investigate limiting motorized boats on the lake, if we have those enforcement powers; and  
**That** Council direct staff to investigate preparing a Township wide illumination by-law to address Dark Sky policies for future development.

**9. By-laws and Motions**

None

**10. Notice of Motion**

None

**11. Consent Items**

**11.1. Regular Business (for information)**

**Be it resolved that** Council approve the items on the Regular Business consent agenda dated September 15, 2021 (save and except items \_\_\_\_\_) and direct staff to proceed with all necessary administrative actions.

**11.1.1. PW2021-044 DWQMS External Audit**

162 - 172

11.1.2.	PW2021-046 Department Report	173 - 195
11.1.3.	FIRE2021-010 - Pumper 11 Update	196 - 197
11.2.	<b>Correspondence (for information)</b>	
	Be it resolved that Council receive the items on the Correspondence consent agenda dated September 15, 2021 (save and except items _____) as information.	
11.2.1.	GRCA Summary of the General Membership Meeting – August 27, 2021	198 - 199
11.3.	<b>Resolutions of Other Municipalities (for information)</b>	
	Be it resolved that Council receive the items on the Resolutions of other Municipalities consent agenda dated September 15, 2021 (save and except items _____) as information.	
11.3.1.	City of Brantford - Year of the Garden 2022 - received August 27, 2021	200 - 201
11.3.2.	Town of South Bruce Peninsula - Lottery Licensing to Assist Small Organizations - received August 30, 2021	202 - 206
11.3.3.	Township of Larder Lake - Include PSA Test for Men into Medical Care - received August 30, 2021	207 - 208
11.3.4.	Plympton-Wyoming - Affordable Housing - received August 31, 2021	209 - 213
11.3.5.	Plympton-Wyoming - Bill-C 313 Banning Symbols of Hate - received August 31 2021	214 - 216
11.3.6.	Municipality of Grey Highlands - Grey Gables 128 Bed Facility Support - received September 3, 2021	217
11.3.7.	Tay Valley Township - Lottery Licensing to Assist Small Organizations - received September 7, 2021	218
11.3.8.	City of Port Colborne - Phase Out Ontario's Gas Plants - received September 8, 2021	219 - 221
11.4.	<b>Closed Session (for information)</b>	
	None	

**12. County Report**

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

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

**14. Closed Meeting**

None

**15. Confirming By-law**

222

**Be it resolved that** by-law number 2021-138 being a by-law to confirm the proceedings of the Council of the Corporation of the Township of Southgate at its regular meeting held on September 15, 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.

**16. Adjournment**

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

## Schedule A – Request to Appear as a Delegation

I wish to appear before Council on:

*(Please print clearly)*

CONTACT NAME: Emily Morrison	
Additional Speaker:	
ADDRESS: 612 10th St Hanover	
POSTAL CODE: N4N1R9	TELEPHONE # : 5195066300
E-MAIL ADDRESS: emily@yatc.ca	

### **New Delegation**

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

1/ Launch Pad Update 2/ Launch of Social Procurement Opportunities

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

Consider Launch Pad in possible procurement and purchasing decisions in the future.

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### **Additional Delegation Information**

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

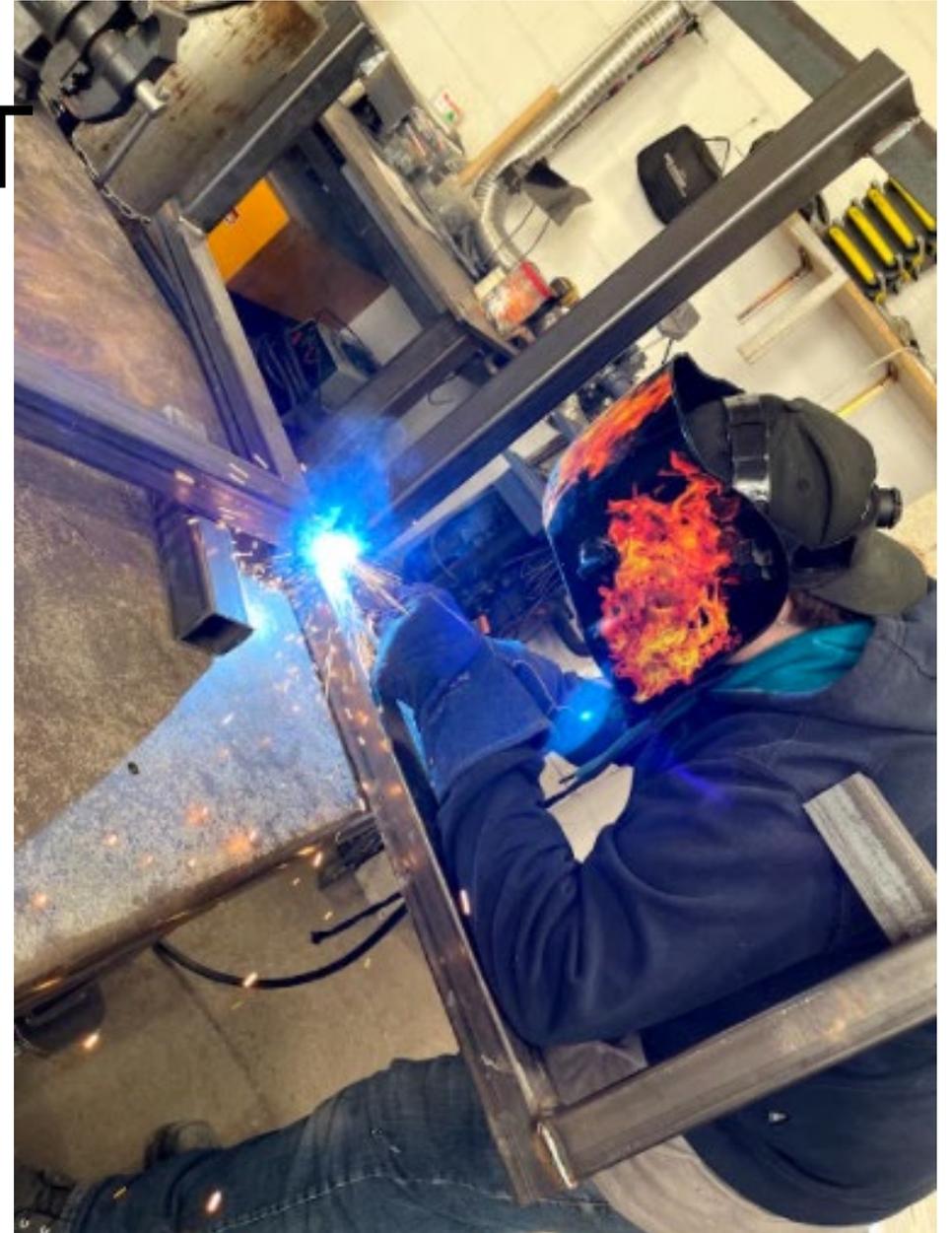


# SOCIAL PROCUREMENT

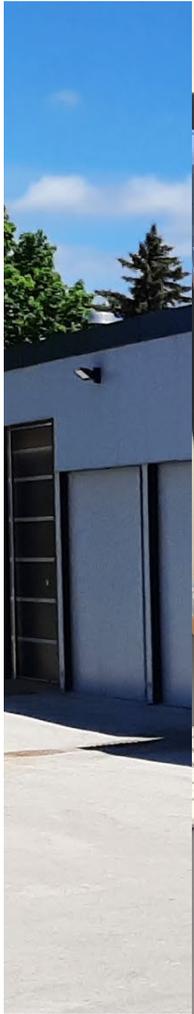
LAUNCH PAD



Youth Activity &  
Technology Centre



# WHO WE ARE!



## WHATS YOUR 9 TO 5? PODCAST



# LAST DAY! SUNDAY SEPTEMBER 26<sup>th</sup>

## A SOCIAL ENTERPRISE

is a revenue-generating organization whose objective is to have a social impact.





## SOCIAL PROCUREMENT

is a global movement that occurs when governments buy goods and services with additional benefits from social enterprises.

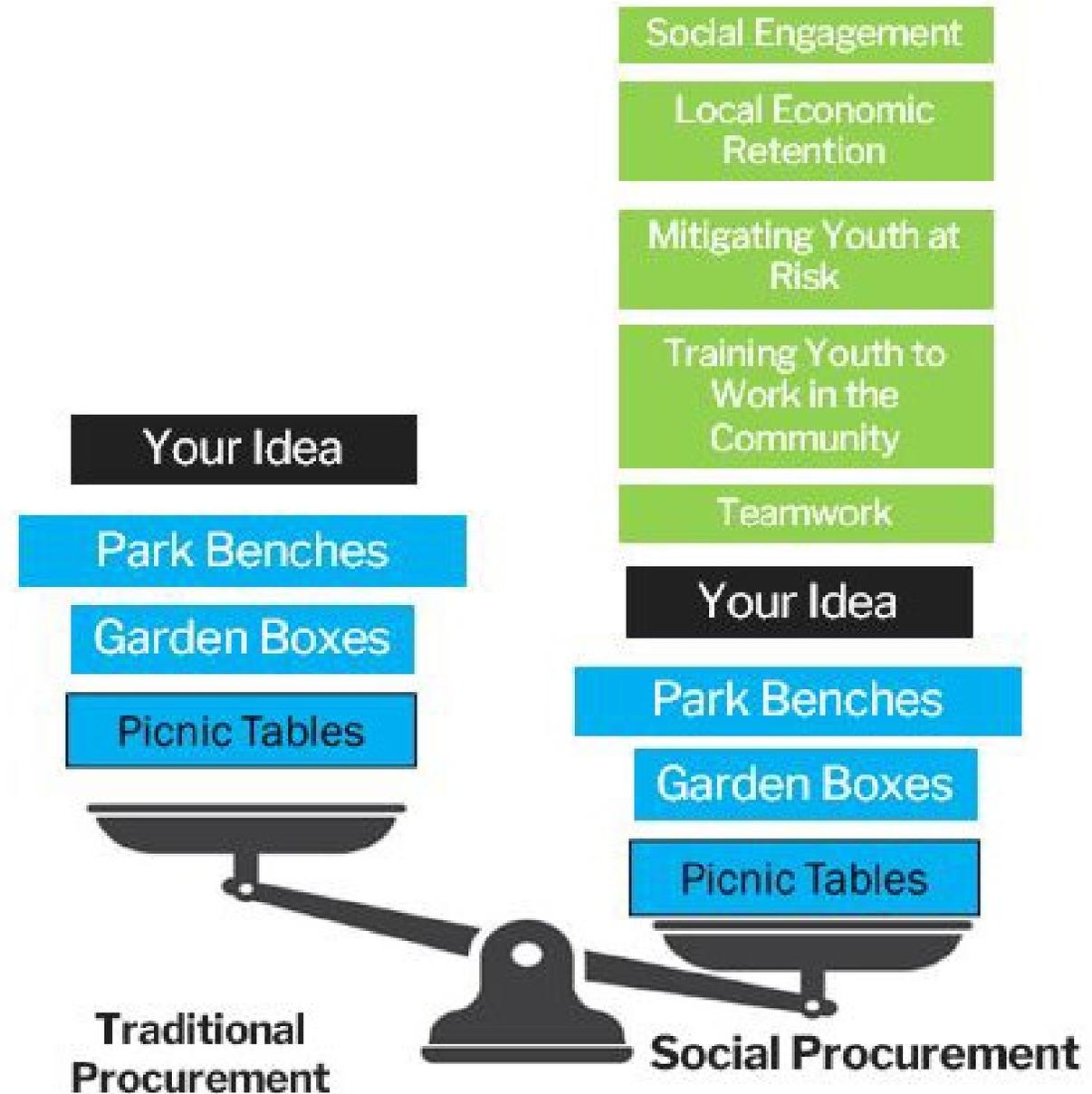
# ALL PRODUCTS CREATED BY YOUTH!

Ability To Innovate!



# WHAT DOES SOCIAL PROCUREMENT LOOK LIKE TO US?!

- Current Contracts Include
  - Neptune Scoops
  - Grey County Sydenham Campus
  - Lucknow Agricultural Society



**THANK YOU!**  
**LAUNCH PAD IS**  
**READY TO ENGAGE**  
**IN YOUR SOCIAL**  
**PROCUREMENT**  
**REQUESTS!**





**Township of Southgate**  
**Minutes of Council Meeting**

September 1, 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, Chief Administrative Officer  
Lindsey Green, Clerk  
Jim Ellis, Public Works Manager  
William Gott, Treasurer  
Bev Fisher, Chief Building Official  
Derek Malynyk, Fire Chief  
Terri Murphy, Economic Development Officer  
Clinton Stredwick, Planner  
Kayla Best, HR Coordinator  
Elisha Milne, Legislative Assistant  
Holly Malynyk, Customer Service and Support

**1. Electronic Access Information**

Council recordings will be available on the Township of Southgate [YouTube Channel](#) following the meeting.

**2. Call to Order**

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

**3. Open Forum - Register in Advance**

No members of the public spoke at open forum.

**4. Confirmation of Agenda**

No. 2021-494

**Moved By** Councillor Dobreen

**Seconded By** Councillor Shipston

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

**Carried**

**5. Declaration of Pecuniary Interest**

Councillor Rice declared a Conflict of Interest to Item No. 8.1 - Bylaw 2021-131 - Road Widening By-law - Pallister Farms Livestock Ltd. as he is employed by Pallister Farms Livestock Ltd. Councillor Rice did not participate in the discussion or vote on the item.

**6. Adoption of Minutes**

No. 2021-495

**Moved By** Councillor Rice

**Seconded By** Councillor Frew

**Be it resolved that** Council approve the minutes from the August 4, 2021 Council and Closed Session meetings as presented and;

**That** Council approve the minutes from the August 25, 2021 Special Council meeting as presented.

**Carried**

**7. Reports of Municipal Officers**

**7.1 Public Works Manager Jim Ellis**

**7.1.1 PW2021-042 Release of Dundalk Water Tower  
Request For Tender**

No. 2021-496

**Moved By** Deputy Mayor Milne  
**Seconded By** Councillor Sherson

**Be it resolved that** Council receive Staff Report PW2021-042 for information; and

**That** Council direct staff to forward the Preliminary Design Report in support of the construction of a new Dundalk municipal drinking water elevated storage facility (water tower) to the Ministry of Environment, Conservation and Parks, and following receipt of Ministry comments; and

**That** Council approve the release of the Dundalk Water Tower Request For Tender by Triton Engineering Ltd.

**Carried**

## **7.2 Planner Clinton Stredwick**

### **7.2.1 PL2021-012 - Robert Harris Agreement**

No. 2021-497

**Moved By** Councillor Frew  
**Seconded By** Councillor Shipston

**Be it resolved that** Council receive Staff Report PL2021-012 for information; and

**That** Council consider approval of By-law 2021-134 authorizing entering into an agreement with Mr. Harris.

**Carried**

### **7.2.2 By-law 2021-134 - Robert Harris Agreement - 100 Harris Crescent**

Mayor Woodbury requested a recorded vote on the motion.

No. 2021-498

**Moved By** Councillor Rice  
**Seconded By** Councillor Dobreen

**Be it resolved that** by-law number 2021-134 being a by-law to authorize an agreement between Robert Harris 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.

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

**Carried (7 to 0)**

**7.2.3 PL2021-073 - ZBA C12-21- Manassa and Lovina  
Bowman**

No. 2021-499

**Moved By** Councillor Shipston

**Seconded By** Councillor Sherson

**Be it resolved that** Council receive Staff Report PL2021-073 for information; and

**That** Council consider approval of By-law 2021-127.

**Carried**

**7.2.4 By-law 2021-127 - ZBA C12-21 Manassa and Lovina  
Bowman**

Mayor Woodbury requested a recorded vote on the motion.

No. 2021-500

**Moved By** Councillor Rice

**Seconded By** Councillor Dobreen

**Be it resolved that** by-law number 2021-127 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)**

#### **7.2.5 PL2021-075 - ZBA C14-21 Enoch Bauman**

No. 2021-501

**Moved By** Councillor Frew

**Seconded By** Councillor Sherson

**Be it resolved that** Council receive Staff Report PL2021-075 for information; and

**That** Council consider approval of By-law 2021-129.

**Carried**

#### **7.2.6 By-law 2021-129 - ZBA C14-21 Enoch Bauman**

Mayor Woodbury requested a recorded vote on the motion.

No. 2021-502

**Moved By** Councillor Shipston

**Seconded By** Councillor Dobreen

**Be it resolved that** by-law number 2021-129 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)**

**7.2.7 PL2021-076-SP 18-21 Enoch Bauman**

No. 2021-503

**Moved By** Councillor Sherson

**Seconded By** Councillor Rice

**Be it resolved that** Council receive Staff Report PL2021-076 for information; and

**That** Council consider approval of By-law 2021-130 authorizing the entering into a Site Plan Amending Agreement.

**Carried**

**7.2.8 By-law 2021-130 - Site Plan Agreement 18-21 Enoch Bauman**

Mayor Woodbury requested a recorded vote on the motion.

No. 2021-504

**Moved By** Deputy Mayor Milne

**Seconded By** Councillor Sherson

**Be it resolved that** by-law number 2021-130 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)**

**7.2.9 PL2021-072-C5-21 and OPA1-21 Elvin Martin**

No. 2021-505

**Moved By** Councillor Rice  
**Seconded By** Councillor Frew

**Be it resolved that** Council receive Staff Report PL2021-072 for information; and

**That** Council consider approval of By-law 2021-125 adopting OPA 29, and

**That** Council consider approval of Zoning Amendment By-law 2021-126.

**Carried**

**7.2.10 By-law 2021-125 - OPA 29 Elvin Martin**

Mayor Woodbury requested a recorded vote on the motion.

No. 2021-506

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

**Be it resolved that** by-law number 2021-125 being a by-law to adopt Amendment No.29 to the Township of Southgate

Official Plan affecting the lands described as Part of Lot A, Concession 5, (in the former Township of Egremont) in the Township of Southgate. be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book

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

**Carried (7 to 0)**

**7.2.11 By-law 2021-126 - ZBA C5-21 Elvin Martin**

Mayor Woodbury requested a recorded vote on the motion.

No. 2021-507

**Moved By** Deputy Mayor Milne

**Seconded By** Councillor Frew

**Be it resolved that** by-law number 2021-126 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. By-laws and Motions**

### **8.1 By-law 2021-131 - Road Widening - B3-21 - Pallister Farms Livestock Ltd.**

Councillor Rice declared a Conflict of Interest to Item No. 8.1 - Bylaw 2021-131 - Road Widening By-law - Pallister Farms Livestock Ltd. as he is employed by Pallister Farms Livestock Ltd. Councillor Rice did not participate in the discussion or vote on the item.

Mayor Woodbury requested a recorded vote on the motion.

No. 2021-508

**Moved By** Councillor Shipston

**Seconded By** Councillor Dobreen

**Be it resolved that** by-law number 2021-131 being a by-law to establish a highway in the former Township of Proton (Consent file B3-21), as amended, be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

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

Declared (1): Councillor Rice

**Carried (6 to 0)**

## **8.2 By-law 2021-132 - Noise By-law**

No. 2021-509

**Moved By** Councillor Shipston

**Seconded By** Councillor Sherson

**Be it resolved that** by-law number 2021-132 being a by-law to provide for the regulation and prohibition of unusual noises or noises likely to disturb the public and/or the prevention of public nuisances within the Township of Southgate be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

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

**Carried (7 to 0)**

## **9. Notice of Motion**

None.

## **10. Consent Items**

### **10.1 Regular Business (for information)**

No. 2021-510

**Moved By** Deputy Mayor Milne

**Seconded By** Councillor Frew

**Be it resolved that** Council approve the items on the Regular Business consent agenda dated September 1, 2021 direct staff to proceed with all necessary administrative actions.

**Carried**

**10.1.1 FIN2021-027 Financial Report – July 2021**

**10.1.2 FIRE2021-009 - 2nd Quarter Update**

**10.1.3 PW2021-043 Department Report**

**10.1.4 July 2021 Cheque Register**

**10.1.5 Conference Evaluation Report - AMO  
Conference - Clerk Lindsey Green**

**10.1.6 Conference Evaluation Report - AMO  
Conference - Councillor Dobreen**

**10.2 Correspondence (for information)**

No. 2021-511

**Moved By** Councillor Dobreen

**Seconded By** Councillor Rice

**Be it resolved that** Council receive the items on the Correspondence consent agenda dated September 1, 2021 as information.

**Carried**

**10.2.1 Grey County - Grey Transit Route Year in  
Review - received August 19, 2021**

**10.2.2 MMAH - Main Street Recovery Act - received  
August 19, 2021**

**10.2.3 Knights of Columbus - Radio Bingo  
Correspondence - received August 19, 2021**

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

No. 2021-512

**Moved By** Councillor Frew

**Seconded By** Councillor Shipston

**Be it resolved that** Council receive the items on the Resolutions of other Municipalities consent agenda dated September 1, 2021 as information.

**Carried**

**10.3.1 Plympton-Wyoming - Rising Cost of Building Materials - received July 12, 2021**

**10.3.2 Town of Niagara On the Lakes - Capital Gains Tax on Primary Residence - received July 30, 2021**

**10.3.3 Northumberland County - Finance and Audit Committee Resolution - received July 30, 2021**

**10.3.4 Township of Huron-Kinloss - First Nations Compensation - received August 6, 2021**

**10.3.5 Township of Huron-Kinloss - Prostate Blood Testing included in Health Care - received August 6, 2021**

**10.3.6 Township of Huron Kinloss - Hate Crimes and Symbols of Hate - received August 6, 2021**

**10.3.7 Municipality of Chatham Kent - Affordable Internet - received August 12, 2021**

**10.3.8 Township of McMurrich-Monteith - Support for 9-8-8 Digital Suicide Hotline - received August 13, 2021**

**10.3.9 Township of Springwater - Capital Gains on Primary Residences - received August 13, 2021**

**10.3.10 Township of Springwater - PSA Test for Men in National Health Care System - received August 13, 2021**

**10.3.11 Perth County - Relationship with MPAC - received August 16, 2021**

**10.3.12 Greater Napanee - Men's PSA Testing Into National Health Care System - received August 25, 2021**

**10.3.13 Greater Napanee - Support of Suicide and Crisis Hotline - received August 25, 2021**

**10.4 Closed Session (for information)**

None.

**11. County Report**

Mayor Woodbury explained that a Special meeting was held last week at County Council to address Long Term Care. Council made the decision to post-pone the build at Grey Gables LTC in Markdale because of costs and to move forward with building the Rockwood Terrace LTC in Durham as it will not conform with licensing as of 2025. This was a financial decision, and it was not a vote to stop the Grey Gables build, just to post-pone it.

Deputy Mayor Milne added that there has been some feedback that this decision will lead to County Council deciding to close Grey Gables LTC and he reiterated that that is absolutely not the case. He explained that County Council made the decision a long time ago that Grey Gables will continue to be a county run facility and that the building is in good shape and the staff provide excellent care and that will continue.

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

Deputy Mayor Milne thanked the Public Works crew for the great job that they have been doing brushing and using the woodchipper on the roadsides. They have significantly increased the safety on some of the roadways and he looks forward to seeing that continue.

Councillor Frew announced that his daughter completed her PhD and is now a Doctor of Philosophy.

Deputy Mayor Milne also noted that the Holstein Agro Expo held this past weekend was very good and very well attended and that there was a lot of support from several volunteer organizations which was great to see.

Councillor Dobreen added that the Dundalk Agricultural Society is hosting their Truck and Tractor pull event on September 11th at the fair grounds in Dundalk. There will be a food truck and other events to enjoy throughout the day.

CAO Milliner announced that the Grey Bruce Public Health Unit is hosting another pop-up vaccine clinic at the Dundalk Arena on Wednesday September 8th from 4 pm - 7 pm.

Deputy Mayor Milne added that there is a come and go event being hosted at the Egremont Optimist Centre to celebrate the 50th wedding anniversary of former Egremont Mayor Don Lewis and his wife Sharon from 2 pm - 4 pm on September 11th.

Mayor Woodbury also noted the anniversary of 9/11 coming up and that many fire services across the Province are reflecting on that day.

**13. Closed Meeting**

None.

**14. Confirming By-law**

Mayor Woodbury requested a recorded vote on the motion.

No. 2021-513

**Moved By** Councillor Frew

**Seconded By** Councillor Rice

**Be it resolved that** by-law number 2021-133 being a by-law to confirm the proceedings of the Council of the Corporation of the Township of Southgate at its regular meeting held on September 1, 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)**

**15. Adjournment**

No. 2021-514

**Moved By** Deputy Mayor Milne

**Be it resolved that** Council adjourn the meeting at 9:57 AM.

**Carried**

---

Mayor John Woodbury

---

Clerk Lindsey Green



## **Staff Report FIN2021-028**

**Title of Report:** **FIN2021-028 Building Condition Assessments RFP**  
**Department:** **Finance**  
**Council Date:** September 15, 2021

### **Recommendation:**

**Be it resolved that** Council receive Staff Report FIN2021-028 Building Condition Assessments RFP as information; and

**That** Council awards the Building Condition Assessments tender to Bold Engineering Inc. for \$21,700 plus HST.

### **Background:**

The Province of Ontario legislated requirements for all municipalities to “refresh” their existing Asset Management Plans (AMP), but under specific guidelines spelled out in Ont. Reg. 588/17. Among several new guidelines is the requirement for a section of the AMP that deals with Climate Change, for example. The initial version of the AMP is limited to Core Assets, plus a second expanded version of the AMP must follow, that includes all capital assets.

On September 16, 2020, Council passed the following resolution:

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

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

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

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

On May 12, 2021, Council passed the following resolution:

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

**That** Council consider for approval the Asset Management Plan as presented, by By-law, on June 2, 2021.

On June 16, 2021, Council passed the following resolution:

**Be it resolved that** Council receive Staff Report FIN2021-020 FCM MAMP Grant Application as information; and

**That** Council approves the amendment of the Federation of Canadian Municipalities Municipal Asset Management Program Grant Application as noted in the report and

**That** Council directs that staff prepare a Request for Proposals to conduct Building Condition Assessments on all Township buildings.

Staff amended the Federation of Canadian Municipalities (FCM) Municipal Asset Management Program (MAMP) grant application to include \$40,000 as a cost estimate for the Building Condition Assessments (BCA) consultants, plus \$20,000 for a portion of engineering consultants and contract compensation costs of the Asset Coordinator, while working on Stage 2 of the AMP, plus \$12,000 of incidentals such as training course registration fees, office supplies, and general contingency. Total Application costs are \$72,000 and the MAMP program grant limit is 80% of costs, up to a maximum of \$50,000. The \$72,000 cost would equate, at 80%, to the \$50,000 maximum grant.

On August 4, 2021, Council passed the following resolution:

**Be it resolved that** Council receive Staff Report FIN2021-023 Building Condition Assessments RFP as information; and

**That** Council approve the Building Condition Assessments Request for Proposals (RFP) as presented; and

**That** Council directs that staff to release and advertise the Building Condition Assessments RFP document.

The RFP document set out approximate project timelines as follows:

- RFP Close date: September 1, 2021 at 2:00 pm
- Commencement of RFP Evaluations: September 2, 2021
- Recommendation to Council for Approval: September 15, 2021
- Notification of Successful Bidder: September 16, 2021
- Project Commencement: ASAP after Notification
- Substantial Completion: January 31, 2022
- Presentation to Council: March 2, 2022

**Staff Comments:**

On September 1, 2021, a virtual tender opening was conducted at 2pm. Treasurer William Gott, CAO Dave Milliner, and Public Works Manager Jim Ellis participated in the opening of 11 submissions as follows:

	Consultant	Bid Price
1	Bold Engineering	\$ 21,700.00
2	Cambium Inc	\$ 58,765.00
3	Nadine International	\$ 105,120.00
4	UL Business Solutions	\$ 45,148.00
5	Stephenson Engineering	\$ 54,500.00
6	Roth IAMS	\$ 58,475.00
7	JS Held	\$ 57,115.00
8	Wood Environmental	\$ 27,000.00
9	WalterFedy	\$ 79,550.00
10	Accent Building Sciences	\$ 39,987.00
11	McIntosh Perry	\$ 45,000.00

As the bid prices ranged from \$21,700 to \$105,120, the 5 submissions with a bid price less than \$50,000 were reviewed in detail and evaluated using the criteria set out in the RFP. The RFT scoring matrix is as follows:

	Criteria	Weighting	Bold Engineering	UL Business Solutions	Wood Environmental	Accent Building Sciences	McIntosh Perry
1	Qualifications and Expertise	10	10	10	10	10	10
2	Experience with projects of similar size and complexity	20	18	20	20	20	20
3	Project Approach and Methods	20	20	20	20	20	20
4	References	10	10	10	10	10	10
5	Proposal Cost	40	40	28	37	31	29
		<b>100</b>	<b>98</b>	<b>88</b>	<b>97</b>	<b>91</b>	<b>89</b>

Staff recommends awarding the tender to Bold Engineering Inc. for \$21,700 plus HST which was the highest score on the matrix.

**Financial Implications:**

The 2021 Budget did not anticipate the completion of BCAs in 2021. The grant application to FCM would cover 80% of the costs of the project, up to \$50,000. If a grant agreement is not executed, the project could be funded from the Modernization Fund Reserve.

**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 awarding the BCAs tender to Bold Engineering Inc. for \$21,700 plus HST.

Respectfully Submitted,

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

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



## **Staff Report CBO2021-05**

**Title of Report:** CBO2021-005 - Noise By-Law 2021-132 Exemption Request

**Department:** Building

**Branch:** By-law Enforcement

**Council Date:** September 15, 2021

### **Recommendation:**

**Be it resolved that** Council receive Staff Report CBO2021-005 for information; and

**That** Council approve the proposed Noise By-law Exemption request received from Ms. Johnston and Mr. Schram for October 10, 2021 at 165 and 175 Gold Street, Dundalk.

### **Background:**

Municipal Act, 2001 s. 129 authorizes council:

"to prohibit and regulate with respect to noise; and whereas it is in the public interest to reduce the noise level in the Township of Southate, so as to preserve, protect and promote public health, safety, welfare and peace and quiet of the inhabitants of the Township."

**and**

Southgate By-law 2021-132, Schedule A.

"a. The noise or sound made or created by any radio, phonograph, public address system, sound equipment, loudspeaker, musical instrument or other sound-producing equipment between the hours of 11:00p.m one day and 7:00 a.m. the next, when the equipment is played or operated in such a manner that the sound or noise made or created thereby disturbs the peace, comfort or repose of any person."

### **Staff Comments:**

Staff is recommending approval of a specific Noise Exemption for a Wedding event being held on Saturday October 9, 2021 at 165 and 175 Gold Street, Dundalk, between the hours of Saturday October 9, 2021, 2:00 p.m. and Sunday October 10, 2021, 2:00 a.m.

### **Financial Implications:**

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

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

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

### **Concluding Comments:**

That Council approve the proposed Noise By-law Exemption request received from Ms. Johnston and Mr. Schram for October 10, 2021 at 165 and 175 Gold Street, Dundalk.

Respectfully Submitted,

**Dept. Head:** Original Signed By  
Bev Fisher, Chief Building Official

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

**Attachment(s):** Attachment: Johnston/Schram Noise Exemption Request Letter

September 6, 2021

Township of Southgate  
185667 Grey County Road 9  
Dundalk, ON NOC IBO

Attn: Lindsey Green, Clerk  
Bev Fisher, CBO & By-law Enforcement Officer

Re: Noise By-law Exemption for wedding reception

Dear Miss. Green & Mr. Fisher,

Phillip Schram and I are holding a wedding ceremony and reception on October 9, 2021 in my family's backyards at the addresses of 165 and 175 Gold street, Dundalk. This event will be starting at 2:00 PM and ending at 2:00 AM Sunday October 10, 2021. We will be having music and dancing during this event.

As per By-law 2021-132, Schedule A.

a. The noise or sound made or created by any radio, phonograph, public address system, sound equipment, loudspeaker, musical instrument or other sound-producing equipment between the hours of 11:00p.m one day and 7:00 a.m. the next, when the equipment is played or operated in such a manner that the sound or noise made or created thereby disturbs the peace, comfort or repose of any person.:

With your support, myself and Phillip Schram are requesting Council's approval, for an exemption of this provision of the Noise by-law to permit the use of a sound reproduction device and dance to be continued until 02:00 AM on Sunday October 10, 2021.

If you have any questions or concerns, please contact myself or Phillip at any time.

Regards,

Kayla Johnston [REDACTED]  
Phillip Schram [REDACTED]



## **Staff Report CL2021-023**

**Title of Report:** CL2021-023 - Recognition of September 30th as National Day of Truth and Reconciliation  
**Department:** Clerks  
**Branch:** Legislative and Council Services  
**Council Date:** September 15, 2021

### **Recommendation:**

**Whereas** the Truth and Reconciliation Commission released its final report on June 2, 2015, which included 94 Calls to Action to redress the legacy of residential schools and advance the process of Canadian reconciliation; and

**Whereas** the recent discoveries of remains and unmarked graves across Canada have led to increased calls for all levels of government to address the recommendations in the TRC's Calls to Action; and

**Whereas** all Canadians and all orders of government have a role to play in reconciliation; and

**Whereas** Recommendation #80 of the Truth and Reconciliation Commission called upon the federal government, in collaboration with Aboriginal peoples, to establish, as a statutory holiday, a National Day for Truth and Reconciliation to ensure that public commemoration of the history and legacy of residential schools remains a vital component of the reconciliation process; and

**Whereas** the Federal Government has announced September 30th, 2021, as the first National Day for Truth and Reconciliation (National Orange Shirt Day) and a statutory holiday,

**Therefore be it resolved that** the Council of the Township of Southgate does hereby commit to recognizing September 30th, 2021, as the National Day for Truth and Reconciliation (National Orange Shirt Day) by sharing the stories of residential school survivors, their families, and communities.

### **Background:**

Recent discoveries of remains and unmarked graves across Western Canada have led to increased calls for all levels of government to immediately address the recommendations in the [Truth and Reconciliation Commission's \(TRC\) Calls to Action](#).

### **Staff Comments:**

All Canadians and all orders of government have a role to play in reconciliation. The TRC's 94 Calls to Action are addressed primarily to the federal, provincial, and territorial governments but also to municipal governments, the corporate sector,

and the broader Canadian society. They cover a wide range of government responsibilities including child welfare, education, language and culture, health, justice, commemoration, museums and archives, training for public servants, and a few specific initiatives related to reconciliation.

The Association of Municipalities of Ontario (AMO) Board of Directors are assisting municipal Councils with the following two resource papers:

[https://www.amo.on.ca/sites/default/files/assets/DOCUMENTS/Reports/2021/MunicipalResourceTruthReconciliation20210823.pdf?\\_zs=AJHTN1&\\_zl=Wn342](https://www.amo.on.ca/sites/default/files/assets/DOCUMENTS/Reports/2021/MunicipalResourceTruthReconciliation20210823.pdf?_zs=AJHTN1&_zl=Wn342)

[https://www.amo.on.ca/sites/default/files/assets/DOCUMENTS/Reports/2021/WhatMunicipalLeadersCanDoToBetterSupportIndigenousResidentsNeighboursAtThisTime20210823.pdf?\\_zs=AJHTN1&\\_zl=Xn342](https://www.amo.on.ca/sites/default/files/assets/DOCUMENTS/Reports/2021/WhatMunicipalLeadersCanDoToBetterSupportIndigenousResidentsNeighboursAtThisTime20210823.pdf?_zs=AJHTN1&_zl=Xn342)

Staff are recommending approval of the resolution for municipal recognition of September 30<sup>th</sup> as National Day of Truth and Reconciliation. If approved, staff will share the Township's recognition on our Website and Social Media outlets.

Southgate is not considering adding this as one of our statutory holidays, but employees may take the day if they choose as a vacation or unpaid day off to acknowledge the National Day of Truth and Reconciliation.

**Financial Implications:**

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

**Communications & Community Action Plan Impact:**

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

**Concluding Comments:**

That Council approve the resolution for municipal recognition of September 30<sup>th</sup> as National Truth and Reconciliation Day as included 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 PW2021-045**

**Title of Report:** PW2021-RFP Dundalk Wastewater Treatment Facility Expansion  
**Department:** Public Works  
**Branch:** Water & Wastewater  
**Council Date:** September 15, 2021

### **Recommendation:**

**Be it resolved that** Council receive Staff Report PW2021-045 for information; and **That** Council approve the release of the RFP for the Dundalk Wastewater Treatment Facility Expansion as part of the on-going Environmental Assessment process.

### **Background:**

A Schedule C Municipal Class Environmental Assessment for the Dundalk Wastewater Treatment Facility Expansion commenced in May 2016. A Request For Information (RFI) for Dundalk Wastewater Treatment Facility Equipment Proposal was released by Triton Engineering in June 2019 for solutions aimed at upgrading/expanding the wastewater treatment system with additional and/or new technologies and processes. Based on RFI submissions, specific technologies/processes were identified that may be compatible with the existing lagoons and treatment facility. These treatment systems will be analyzed/explored further as part of the current RFP process.

Southgate staff and Triton have also been involved with the Grand River Conservation Authority Wastewater Optimization team, Dr. David Chapman (Comprehensive Process Optimization Inc.) and the Ministry of Environment, Conservation and Parks (MECP) on various special studies and a Comprehensive Performance Evaluation of the Dundalk Wastewater Treatment Plant.

### **Staff Comments:**

Triton Engineering Services Limited is issuing a Request For Proposal (RFP) on behalf of the Township to increase the treatment capacity for the Dundalk Wastewater Treatment Facility Expansion.

The current Dundalk Wastewater Environmental Compliance Approval (ECA) has a rated capacity of an Average Daily Flow (ADF) of 1,832 m<sup>3</sup>/day.

The RFP is structured to increase the treatment capacity in a phased approach. The first phase will increase the treatment capacity to an ADF of 3,025 m<sup>3</sup>/day and expected to start implementation within the next year, which is expected to provide treatment capacity sufficient to service the projected population up to the 10-to-15year planning horizon. The second phase will increase the treatment capacity to 4,200 m<sup>3</sup>/day, which is expected to provide sufficient treatment capacity to service the projected population to at least the 25-year planning horizon. Implementation

of the second phase will be contingent on additional receiver monitoring and assessment for the increased effluent discharge.

An ECA amendment for the Dundalk Wastewater Treatment Facility for this project, will also consider changes to effluent water quality parameters and limits which will have to be approved by MECP.

The RFP will be advertised on the Township website and will be circulated to past and known firms in the wastewater industry. The RFP will close on Tuesday October 19, 2021 at 2:00 pm and a virtual opening will follow that day.

The successful RFP bidder will then form the preferred alternative criteria to pursue and finalize the submission in the EA process and a Public Meeting will be held later in the fall.

### **Financial Implications:**

The Southgate 2021 10-year Capital Budget forecasted Wastewater Treatment Facility upgrades in 2022 for \$16,286,200.00 for a full mechanical plant. The project was anticipated to be funded 10% or \$1,628,620 (as the benefit to existing development) from Wastewater Reserves, \$3,664,395 from a grant, and the balance to be funded by debt. The debt repayments would be funded from development charges.

The proposed RFP upgrades is projected to be in the \$2 to 5 million range for additional / new technologies.

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

Goal 5 - Upgrading our "Hard Services"

#### **Action 5:**

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

### **Strategic Initiatives:**

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

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

### **Concluding Comments:**

Staff recommends that Council receive Staff Report PW2021-045 for information, and that Council approve the release of the RFP for the Dundalk Wastewater Treatment Facility Expansion as part of the on-going Environmental Assessment process.

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 RFP for the Dundalk Wastewater Treatment Facility Expansion



# **REQUEST FOR PROPOSAL**

***DUNDALK***

***WASTEWATER TREATMENT FACILITY EXPANSION***

**August 31, 2021**



**PROPOSALS TO BE RECEIVED BY**

**October 19, 2021**



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## 1.0 Project Advertisement

On behalf of the Township of Southgate (Township), Triton Engineering Services Limited (Triton) has issued this Request for Proposal (RFP) to receive proposals to increase the treatment capacity of the existing wastewater treatment facility through the supply and implementation of additional/upgraded technology, processes and equipment or facilities.

## 2.0 Scope of Work/Opportunity

The Township is currently completing a Schedule C Municipal Class Environmental Assessment (Class EA) to evaluate potential solutions to address the treatment capacity concerns of the Dundalk WWTF. A number of alternatives are being considered to address the Problem Statement as described within the Class EA, which reads as follows:

*“The Township of Southgate is committed to delivering responsive and cost-effective municipal services that provide for the economic, social and environmental well-being of its ratepayers now and in the future. Proposed growth in the Dundalk urban centre will result in the allocation of the remaining reserve capacity of the Dundalk wastewater treatment facility to residential development. As a result, further commitment toward growth and infilling cannot be realized until additional wastewater capacity is made available. The objective of this Class EA is to consider cost effective sewage collection and treatment alternatives for the Dundalk urban centre that will minimize environmental impacts and provide additional wastewater treatment capacity.”*

The intent of this RFP is to receive Proposals to increase Dundalk’s wastewater treatment capacity through optimization and/or expansion of the existing treatment facility by implementing industry accepted technology and processes. The Proposals must meet or exceed the expected treatment effluent criteria at the indicated design flow rates as described in the following sections.

A non-mandatory information session and tour of the WWTF may be coordinated based on applicant interest or request. Proposals received will be evaluated as part of the Class EA, with the intention of selection and implementation, should it be identified as a component of the preferred solution.

## 3.0 Instruction to Respondents

Electronic submissions clearly marked “Proposal for The Dundalk Wastewater Treatment Facility Expansion” must be sent via email to: [tenders@southgate.ca](mailto:tenders@southgate.ca)

Electronic submissions are required in pdf format, under 10 MB in size. The submission closing date is October 19, 2021 at 2:00 pm.

## 4.0 Contacts

Any questions or concerns arising from this RFP are to be addressed to both of the following contacts:

**Dustin C. Lyttle, P. Eng.**

Triton Engineering Services Limited

105 Queen Street West, Unit 14

Fergus, ON N1M 1S6

Tel: (519) 843-3920 Cell: (519) 362-7649 Fax: (519) 843-1943

[dlyttle@tritoneng.on.ca](mailto:dlyttle@tritoneng.on.ca)

**Jim Ellis, CRS S**

Public Works Manager

Township of Southgate

185667 Grey Road 9 RR #1

Dundalk, ON N0C 1B0

Tel: 1-888-560-6607 x 250 Fax: 519-923-9262

[jellis@southgate.ca](mailto:jellis@southgate.ca)

## 5.0 Background

### 5.1 General Description of the Site

The Dundalk WWTF is located at 752051 Ida Street South, on the south side of the community of Dundalk, within the Township of Southgate and County of Grey. It is a facultative lagoon system, generally consisting of a raw sewage pumping station (SPS) and four facultative lagoons (Cells) with a total surface area of 15 hectares, a post aeration cell, and tertiary filtration. It discharges treated effluent to the Foley Drain which then drains to the Grand River.

### 5.2 Existing Conditions

#### 5.2.1 WWTF Components

The existing Dundalk WWTF was commissioned in the early 1970s and consists of the following treatment components:

- Influent Parshall flume to measure raw sewage flows
- Raw sewage pumping station (SPS) that discharges to Cell 1.
- Optional Alum addition at the raw SPS
- Stand-by power at the raw SPS
- 4 facultative lagoons that are operated in series

- 1 post-lagoon aeration cell
- Post-aeration cell pumping station (within the Filter Building)
- Tertiary filter with the optional addition of Alum and Polymer for phosphorus removal
- Re-aeration of effluent following filtration
- V-notch weir to measure effluent flow.

The treatment process flow schematic is presented on Figure 1. An aerial photo of the Dundalk WWTF is presented on Figure 2.

Details regarding the four main cells of the lagoons are provided in Table 1 below.

*Table 1 – Existing Lagoon Cell Data*

<b>Classification</b>	<b>Cell No.</b>	<b>Operating Volume (m<sup>3</sup>)</b>	<b>Area (ha)</b>
Facultative	1	57,600	4.4
Facultative	2	57,600	4.4
Facultative	3	46,660	2.9
Facultative	4	46,660	2.9
<b>Total</b>		<b>208,520</b>	<b>15</b>



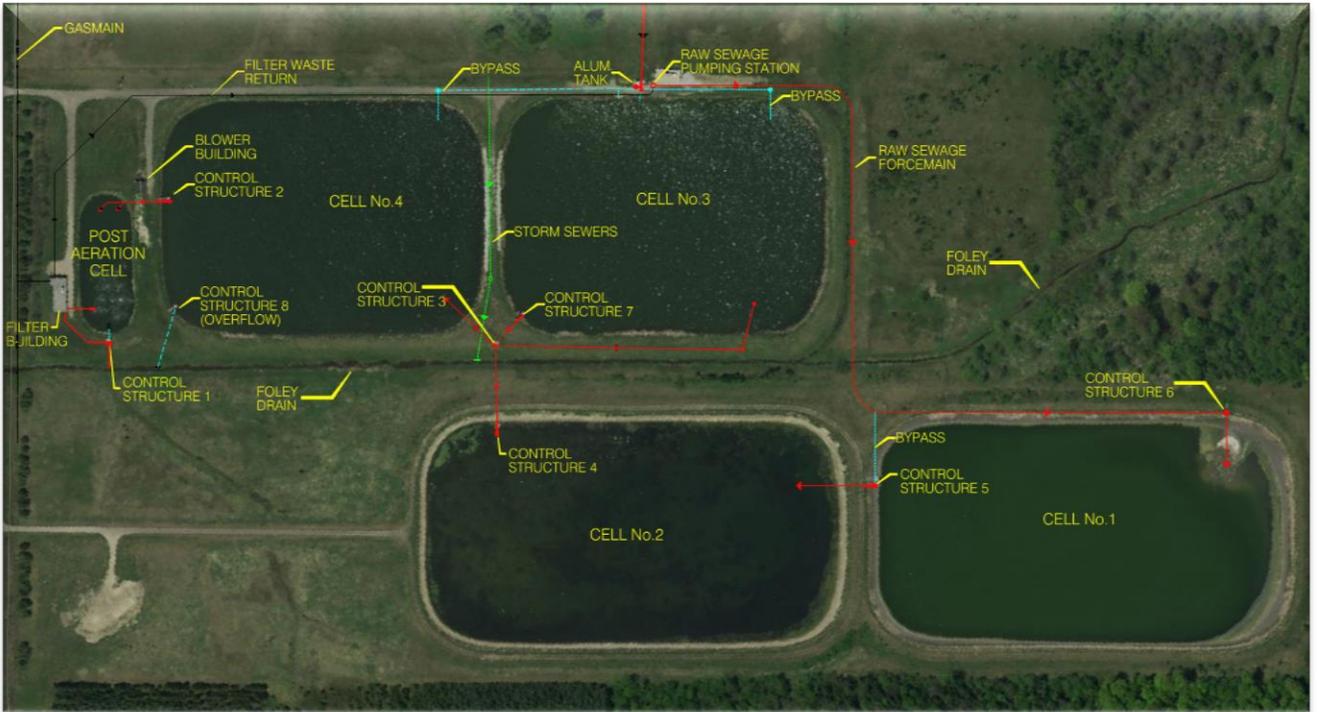


Figure 2 – Dundalk WWTF Aerial & Process Layout

### 5.2.2 Environmental Compliance Approval

As per the Environmental Compliance Approval (ECA) for the existing WWTF, the average day flow (ADF) rated capacity is 1,832 m<sup>3</sup>/day. The effluent criteria as per the ECA is summarized in Table 2 below.

Table 2 – Existing Effluent Criteria

Effluent Parameter	Concentration Objective (mg/L)	Effluent Limits	
		Monthly Average Concentration (mg/L)	Monthly Average Loading (kg/d)
CBOD <sub>5</sub>	5.0	10.0	18.32
Total Suspended Solids	5.0	10.0	18.32
Total Phosphorus <i>Temperature &gt; 5°C</i>	0.3	0.4	0.73
Total Phosphorus <i>Temperature ≤ 5°C</i>	0.6	0.8	1.47
Dissolved Oxygen	5.0	4.0	NA
Un-Ionized Ammonia	0.05	0.1 (Single sample result)	NA

### 5.2.3 Influent Flow Rates & Quality

The Township monitors the daily influent flow rate and quality. A complete summary of the recent (2016-2020) influent flows are summarized in Table 3 below.

*Table 3 – Historical Dundalk WWTF Influent Flows*

Year	2016	2017	2018	2019	2020
Biological Oxygen Demand (mg/L)	164.7	113.5	142.3	113.0	88.5
Total Suspended Solids (mg/L)	204.4	160.6	177.9	239	270.9
Total Phosphorus (mg/L)	3.66	2.98	3.55	3.50	3.10
Total Kjeldahl Nitrogen (mg/L)	35.5	28.1	31.7	34.2	33.0
Average Daily Flow ADF (m <sup>3</sup> /day)	986	1,168	1,105	1,114	1,161
Annual Influent (m <sup>3</sup> )	334,685	424,727	401,279	405,664	425,922
Influent Maximum Daily (m <sup>3</sup> /day)	4,820	6,362	9,022	3,989	4,510
Peak Factor	4.9	5.4	8.2	3.6	3.9
ADF Plant Utilization (%)	50%	64%	60%	61%	63%
Population (person)	1,681	1,703	1,703	2,431	2,774
Annual Per Person ADF (m <sup>3</sup> /day)	0.587	0.686	0.649	0.458	0.419

### 5.2.4 Effluent Flows

The 75th percentile and average effluent parameter concentrations for the Dundalk WWTF for the years 2016 to 2020 inclusive are summarized in Table 4. The 25th percentile for Dissolved Oxygen (DO) is included in the table as low values are potentially more impactful for this parameter.

A summary of the ECA effluent objectives and limits exceedances are summarized in Table 5.

Table 4 – Summary of Recent (2016-2020) Monthly WWTF Effluent Quality

Parameter	TSS		Un-ionized Ammonia		TAN		DO		cBOD <sub>5</sub>		TP		E. coli	
	(mg/L)		(mg/L)		(mg/L)		(mg/L)		(mg/L)		(mg/L)		(CFU/100 mL)	
Month														
Statistic	75 <sup>th</sup>	Avg	75 <sup>th</sup>	Avg	75 <sup>th</sup>	Avg.	25 <sup>th</sup>	Avg	75 <sup>th</sup>	Avg	75 <sup>th</sup>	Avg.	75 <sup>th</sup>	Geo Mean
Jan	7.0	5.2	0.020	0.017	8.7	5.3	11.6	12.8	3.8	3.4	0.083	0.103	165	106
Feb	10.0	7.6	0.045	0.033	11.6	8.9	10.6	11.6	8.0	6.5	0.100	0.199	1720	1114
Mar	12.8	10.4	0.075	0.049	7.7	7.5	10.4	11.7	11.3	8.6	0.298	0.313	1833	687
Apr	16.0	12.6	0.070	0.050	8.3	6.1	9.2	10.9	9.0	7.4	0.355	0.264	14	15
May	6.0	5.6	0.030	0.017	2.4	1.2	7.7	8.7	5.0	4.2	0.090	0.060	4	5
Jun	10.0	6.3	0.017	0.014	0.1	0.1	6.1	6.6	5.5	4.4	0.115	0.101	2	4
Jul	5.8	4.3	0.015	0.016	0.2	0.3	5.9	6.9	4.8	3.8	0.225	0.173	2	2
Aug	5.0	4.4	0.002	0.002	0.1	0.1	7.0	7.6	3.0	3.2	0.120	0.083	70	30
Sep	4.0	3.2	0.002	0.001	0.3	0.2	7.3	8.1	3.0	2.4	0.060	0.072	30	18
Oct	3.0	2.7	0.001	0.002	0.4	0.3	9.2	10.4	3.0	2.5	0.085	0.065	59	51
Nov	5.0	3.6	0.022	0.015	2.7	1.9	12.8	13.8	3.0	2.4	0.060	0.048	3	4
Dec	7.3	5.3	0.046	0.027	6.8	3.8	13.9	14.3	3.0	2.7	0.070	0.050	2	7
Objective	5		0.05		NV		5		5		0.3 – 0.6		NV	
Limit	10		0.10		NV		4		10		0.4 – 0.8		NV	

Note: Values exceeding the Objective and Limit are highlighted in yellow and red respectively.

Table 5 – Summary of Recent (2016-2020) WWTF Effluent Exceedances

		cBOD <sub>5</sub>	TSS	TP	Un-ionized Ammonia	DO	pH	Total Days Discharging	Months of Discharge	Discharge Volume (m <sup>3</sup> )
		(mg/L)	(mg/L)	(mg/L)	(mg/L)	(mg/L)				
Objective		5	5	0.3 - 0.4	* 0.05	>5	* 6.5 - 8.5			
Limit		10	10	0.6 - 0.8	* 0.1	> 4	* 6.0 - 9.0			
2020	Months >Obj.	0	2	0	4	0	* 4/90	215.5	9	396,688
	Months >Limit	0	0	0	* 5/85	0	* 4/90			
2019	Months >Obj.	2	4	3	1	0	* 11/104	310	12	407,659
	Months >Limit	2	2	1	* 1/105	0	* 4/104			
2018	Months >Obj.	6	6	0	2	1	* 0/102	298.7	12	404,858
	Months >Limit	1	3	0	* 1/100	1	* 0/102			
2017	Months >Obj.	1	2	0	2	0	* 6/98	342	12	420,598
	Months >Limit	0	0	0	* 4/108	0	* 6/98			
2016	Months >Obj.	0	2	0	1	0	* 4/82	307	11	334,685
	Months >Limit	0	0	0	* 1/91	0	* 2/82			

Note: \* individual sample criteria

Values exceeding the Objective and Limit are highlighted in yellow and red respectively.

### **5.2.5 Ongoing Studies**

Through the Grand River Conservation Authority (GRCA) Wastewater Optimization program, the Township is taking part in ongoing research and demonstration programs at the Dundalk WWTF as an effort to continuously comply with the existing ECA criteria. These programs include the following:

- Filter Bed Expansion Special Study
- Filter Visual Backwash Observation Special Study
- The Influence of Seasonal Changes in Temperature on Lagoon Performance
- Dundalk Lagoons – Proactive Operational Monitoring
- Dundalk Lagoons Filters Capacity and Performance Evaluation
- Filter Optimization Special Study

A copy of these studies can be made available upon request.

## **6.0 Projected Conditions**

### **6.1 Population Growth**

The current population serviced by the municipal wastewater system in Dundalk is estimated at 2,774 people or 1,067 equivalent residential units (ERUs). The December 2015 Grey County growth study indicates that approximately 370 more new residential homes will be constructed to the year 2036. However, it is anticipated that this is below the actual growth that will be realized. Given the current interest in development for the community, it is expected that the serviced ERUs will continue to grow at approximately 150 ERUs for the next 5 years (2020-2025) and 120 ERUs for the following 20 years (2026 – 2045), resulting in a total growth of 3,150 ERU by the end of year 2046. Growth beyond the year 2045 is expected to continue at an average rate of 2% until the 50-year planning horizon (2073) is achieved. The growth projections are summarized in Table 6 below.

Table 6 – Summary of Projected Growth within Dundalk

Year	Growth Assumed	New Equivalent Residential Units (ERUs)	Total ERUs	Population (Capita)
2020	Existing	Existing	1,067	2,774
2025	150 ERUs/year	750	1,817	4,769
2030	120 ERUs/year	600	2,417	6,365
2035	120 ERUs/year	600	3,017	7,961
2040	120 ERUs/year	600	3,617	9,557
2045	120 ERUs/year	600	4,217	11,153
2050	2% Annualized growth	439	4,656	12,320
2055	2% Annualized growth	485	5,140	13,610
2060	2% Annualized growth	535	5,676	15,033
2065	2% Annualized growth	591	6,266	16,604
2070	2% Annualized growth	652	6,918	18,339
2073	2% Annualized growth	423	7,342	19,465

## 6.2 Expected Influent Flow

### 6.2.1 Average Daily Flow

The most recent existing ADF of 419 L/person/day is above expected and typical rates for communities of similar size (i.e., population) to Dundalk. In conjunction with a recently completed I/I monitoring and remediation program, changes to servicing standards and construction techniques, it is expected that new developments will not be inundated with the same extraneous flows as existing infrastructure within Dundalk. To confirm this, the sanitary flow produced by a new development was monitored to establish a typical per person flow rate. The results of this limited flow monitoring determined that the per person flow rate within a new development is significantly lower than the existing flow, approximately 70L/capita/day for the development monitored.

However, as indicated in the MOE Guidelines, the minimum flow rate allowance per person should be not less than 250L/capita/day. As these values will be utilized for future calculations, a factor of safety was applied, resulting in a recommended new development per person average flow rate of 350L/capita/day.

### 6.2.2 Peak Flow Factor

Similar to how the per person flow rate is expected to reduce in the future, this peak flow factor is also anticipated to reduce as an improved collection system comes into service. As such, the Harman Formula will be used to determine the expected peak flow at the WWTF moving forward, as summarized in Table 7.

### 6.2.3 Influent ADF and Peak Flow

As summarized in Table 7, the Dundalk WWTF will require a substantial increase in the average day flow rating within the 5 years.

*Table 7 – Projected Sanitary Peak Factor and Loading*

Year	Population	Peaking Factor	ADF (m <sup>3</sup> /day)	Peak Flow (L/s)
2020	2,774	3.5	1,161	46.64
2025	4,769	3.3	1,859	70.24
2030	6,365	3.1	2,418	88.05
2035	7,961	3.1	2,976	105.15
2040	9,557	3.0	3,535	121.69
2045	11,153	2.9	4,094	137.76
2050	12,320	2.9	4,502	149.25
2055	13,610	2.8	4,954	161.72
2060	15,033	2.8	5,452	175.24
2065	16,604	2.7	6,002	189.89
2070	18,339	2.7	6,609	205.78
2073	19,465	2.7	7,003	215.95

Based on the above, the Township plans to increase the treatment capacity in a phased approach. The first phase will increase the treatment capacity to an ADF of 3,025 m<sup>3</sup>/day and be implemented within the next year, which is expected to provide treatment sufficient capacity to service the projected population up to the 10-to-15-year planning horizon. The second phase will increase the treatment capacity to 4,200 m<sup>3</sup>/day, which is expected to provide sufficient treatment capacity to service the projected population to at least the 25-year planning horizon. Implementation of the second phase will be contingent on additional receiver monitoring and assessment, as discussed within the following section.

### 6.2.4 Proposed Effluent Quality

An Assimilative Capacity Study (ACS) has been completed to support this Schedule C Class EA. This ACS has been reviewed and generally accepted by the MECP. A copy of the ACS can be made available upon request.

In accordance with the findings of the ACS, the proposed effluent objectives and effluent limits under the 10-to-15-year and 25+ year planning horizons are summarized in Tables 8 and 9, respectively.

Further, the ACS has confirmed that prior to WWTF rated capacity being increased to an ADF rate of 4,200m<sup>3</sup>/day, additional monitoring and assessment of the Foley Drain will be required. As such, it is imperative that the proposed treatment technology/processes have the ability to be implemented/expanded in a phased approach and allow for flexibility in effluent requirements.

*Table 8 – Phase 1 Effluent Quality for Rated Capacity of 3,025 m<sup>3</sup>/day*

Parameter	Effluent Objective (mg/L)	Effluent Limit (mg/L)	Loading Objective (kg/d)
Carbonaceous Biochemical Oxygen Demand (cBOD <sub>5</sub> )	5	10.00	15.13
Total Suspended Solids (TSS)	5	10.00	15.13
Total Phosphorus (TP)			
Temperature > 5°C	0.21	0.40	0.73
Temperature < 5°C	0.43	0.80	1.47
Dissolved Oxygen (DO)	> 5	> 4	N.A.
Un-Ionized Ammonia (NH <sub>3</sub> -N)	0.05	0.10	
pH	6.5 - 8.5	6.0 - 9.0	
E.coli (#/100mL) <sup>1</sup>	100	200	

Note: <sup>1</sup> Contingent on type of treatment process selected for increased treatment capacity

*Table 9 –Phase 2 Effluent Quality for Rated Capacity of 4,200 m<sup>3</sup>/day.*

Parameter	Effluent Objective (mg/L)	Effluent Limit (mg/L)	Loading Objective (kg/d)
Carbonaceous Biochemical Oxygen Demand (cBOD <sub>5</sub> )	5	10.00	21.00
Total Suspended Solids (TSS)	5	10.00	21.00
Total Phosphorus (TP)			
Temperature > 5°C	0.17	0.40	0.73 <sup>2</sup>
Temperature < 5°C	0.35	0.80	1.47 <sup>2</sup>
Dissolved Oxygen (DO)	> 5	> 4	N.A.
Un-Ionized Ammonia (NH <sub>3</sub> -N)	0.05	0.10	
pH	6.5 - 8.5	6.0 - 9.0	
E. coli (#/100mL) <sup>1</sup>	100	200	

Notes:

<sup>1</sup> Contingent on type of treatment process selected

<sup>2</sup> To be confirmed by additional sampling and assessment at the proposed 3,025m<sup>3</sup>/day flow rate.

## 7.0 Form of Response and Evaluation

Proposals will be assessed through the Class EA process (i.e., all alternative design concepts are evaluated) with respect to the extent to which the problem statement is addressed; advantages and disadvantages, and potential effects on the environmental, cultural, social, natural, technical and economical environments of the associated study area for the project. Mandatory consultation with the public will be completed as part of the review of the alternative design concepts and selection of the preferred design concept. The confirmed preferred design concept will then be outlined in detail as part of the Class EA Implementation (i.e., contract documents, construction, operation and monitoring) will follow completion of the Class EA.

The Township reserves the right to shortlist firms for further evaluation and interviews, if required.

All materials submitted to the Township in response to the RFP will become the property of the Township and may be used by the Township in any aspect of the project, and, unless specifically exempted, should be considered to be public records.

Submission of a Proposal shall be taken as a declaration that the Respondent understands all of the requirements and conditions described in the RFP. Proponents should assume the Township has no prior knowledge of their experience and the Proposals will be based on the information presented in the Proposals.

### 7.1 Deliverables

Proposals are to include but limited to the following elements:

#### **A. Transmittal Letter**

- a. Letter that briefly describes the Proposal contents and identifies the lead contact person and contact information.

#### **B. Project Understanding and Approach, Including Work Plan and Schedule:**

- a. Expected overall WWTF effluent changes if the technology/processes are implemented, corresponding to the project sewage flows in two phases (i.e., to projected ADF of 3,025 m<sup>3</sup>/day and 4,200 m<sup>3</sup>/day, respectively).
- b. Expected impacts on treatment capacity, corresponding to the projected sewage flows in a phased approach.
- c. Organizational structure and engagement approach proposed for the project.
- d. Any visual representations of the proposed technology or links to websites that would provide additional information.

- e. Proposed schedule to implement the preferred design concept, assuming that implementation starts in the spring of 2022 and includes finalization of the details of the preferred design through to construction, operation and monitoring.
- f. Proposed treatment technology will be required to provide a guarantee on performance.

**C. Qualifications and Expertise of Project Team**

- a. Examples of past project experience of similar nature, including description, costs including financing strategy, location, year, public/private partnership (if any), and reference contact information and/or website.  
A minimum of 3 project examples should be included in the submission.
- b. Resumes for the proposed Project Team members and description of their roles and responsibilities for the Project.
- c. Any crucial differences between the subject site and the example project in either general arrangement, influent/effluent parameters or climate conditions is to be explored and commented on.

**D. Expected Implementation Costs and Potential Grants/Funding**

- a. Provide a break down of estimated capital cost for full-scale installation for the first and second phase of the implementation.
- b. Describe any potential grant/funding opportunities.

**E. Expected Operational Cost (monthly and/or annual)**

- a. Provide a break down of expected monthly and/or annual operational and maintenance costs for the first and second stage of implementation.

**F. Expected General Arrangement (concept) on Site**

- a. Conceptual physical layout of the WWTF after implementation of improvements/upgrades.
- b. Include all modifications (addition, removal) required on the existing WWTF flow schematic to accommodate the proposed treatment system.  
*Note: AutoCAD DWG of the flow schematic and site layout is available upon request.*

## **8.0 General Terms & Conditions**

The Township reserves the right to amend or modify the RFP at any time during the procurement process, prior to the date and time which Proposals are due. All amendments and modifications will be posted on the Township's website in the form of an Addendum. It is the responsibility of the Plan Takers to check the website.

The Township reserves the right, at its sole discretion, to reject any or all proposals or parts of any and all proposals; re-issue this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the proposals received as a result of this RFP.

The Township reserves the right, in its sole discretion, to determine the appropriate next steps. The Township may also issue a new RFP with project modifications based on information learned from the initial round or other changing circumstances, or may terminate or suspend the solicitation process at any time. The Township reserves the right to reject all submissions, or to cancel this procurement at any time.

**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 EDO2021-002**

**Title of Report:** 2137569 Ontario Inc O/A GREENLID, Purchase of Eco Park Phase 1 Lands

**Department:** Economic Development

**Council Date:** September 15, 2021

### **Council Recommendation:**

**Be it resolved that** Council receive staff report EDO2021-002 as information; and  
**That** Council approve the purchase and sale agreement for 12 acres plus or minus of lands in the Eco Park to 2137569 Ontario Inc O/A GREENLID; and  
**That** Council consider approval of Southgate By-law 2021-135 to execute this purchase and sale agreement.

### **Background:**

On June 15, 2021, the Mayor, Deputy Mayor, CAO, Planner and EDO toured 3 local facilities operated by the purchaser.

At the July 7, 2021, Council meeting in the closed session, staff presented a proposal from 2137569 Ontario Inc. O/A GREENLID, to purchase 12 acres plus or minus of lands in the Eco Park. Council direction to staff in the closed meeting was as follows:

#### **Proposed or pending disposition of land by the municipality (offer to purchase land)**

Council directed staff to prepare an offer of purchase and sale for the properties and bring the offer back to Council at a future in-camera session for consideration.

On or about September 7, 2021, Council was provided a sample package of the products that would be manufactured at the new facility in the Eco Park. These products are currently being manufactured offshore. GREENLID is looking forward to moving their business to Dundalk and creating approximately 20 jobs for local residence.

### **Staff Comments:**

GREENLID is bringing truly compostable and sustainable products to consumers, retail, foodservice and private label. They offer full-service solutions for restaurants and retail stores including custom products. GREENLID currently supplies over

14,000 stores across North America with branded and private label products for their sustainable and disposable tableware section. Retailers and consumers are preparing as Canada will start to ban many single-use plastics in the foodservice industry the near future. All GREENLID products are 100% compostable and designed to make life easier while reducing our carbon footprint. Their aim is not only to provide compostable and biodegradable alternatives, but also to improve their functionality. The GREENLID mandate is to make sure that anyone interested in their products has full transparency regarding what they are buying and the impact they are making by choosing honest, raw products.

GREENLID plans to construct a 50,000 square foot building in 2022 at an estimated construction cost of 3.5 million. They plan to start operating in Dundalk in early 2023. They will create approximately 20 jobs upon start up. They plan to purchase straw from local farmers. By-products will be used as fertilizer for farm fields.

Website: [www.mygreenlid.com](http://www.mygreenlid.com)

Plastics ban: <https://youtube.com/watch?v=IFVtU9toK9Y>

Compostability: [https://youtube.com/watch?v=0Fod0Mi\\_pJ8](https://youtube.com/watch?v=0Fod0Mi_pJ8)

Plant Fibre: [https://youtube.com/watch?v=JLkcj\\_xK\\_Mo](https://youtube.com/watch?v=JLkcj_xK_Mo)

## **Financial Impact**

The financial cost as a result of this report will be the cost of providing a survey and legal cost to close the sale.

The financial revenue impact as a result of this land sale and development, based on 12 acres, is as follows.

Sale Price:	\$ 420,000.00
Estimated Industrial Building size:	50,000 square feet
Construction Value:	\$3,500,000.00
Development Charges (based on 2021 rates):	\$ 599,700.00
New Building Fees:	\$ 35,000.00
Site Plan Fees:	\$ 3,249.00
Estimate in new Annual Taxation developed :	\$ TBD

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

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

**Goal 1-Attracting New and Supporting Existing Businesses & Farms**

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

**Concluding Comments**

1. That Council receive this report as information.
2. That Council approve the purchase and sale agreement for lands in the Eco Park to 2137569 Ontario Inc. O/A GREENLID.
3. That Council approve Southgate By-law 2021-135 to execute this purchase and sale agreement.

Respectfully Submitted,

Dept. Head: **Original Signed By**

Terri Murphy,  
Economic Development Officer

CAO Approval: **Original Signed By**

Dave Milliner, CAO

Attachment #1 - Aerial Map of 2137569 Ontario Inc. O/A GREENLID 12-acre property

Attachment #1

Aerial Map of 2137569 Ontario Inc. O/A GREENLID 12-acre property  
**(Outlined in black)**



**The Corporation of the Township of Southgate**

**By-law Number 2021-135**

being a by-law to authorize a purchase and sale agreement between 2137569 Ontario Inc. and the Corporation of the Township of Southgate

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

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

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

**Whereas** it is deemed necessary and desirable that the Council of the Corporation of the Township of Southgate enact a by-law authorizing the Corporation to enter into a purchase and sale agreement with 2137569 Ontario Inc.,

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

1. **That** the purchase and sale agreement between 2137569 Ontario 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 the Clerk are authorized and directed to sign the agreement on behalf of the Council of the Corporation of the Township of Southgate; and
3. **That** this by-law shall come into force and effect upon the final passing hereof.

**Read a first, second, and third time and finally passed this 15<sup>th</sup> day of September, 2021.**

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John Woodbury – Mayor

---

Lindsey Green – Clerk

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

**THIS AGREEMENT** made as of the 27th day of August 2021.

**BETWEEN:**

**THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE**

hereinafter called the "Vendor" of the FIRST PART;

and

**2137569 Ontario Inc.**

hereinafter called the "Purchaser" of the SECOND PART;

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

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

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

**SECTION I  
GENERAL**

1. In consideration of the agreement referred to in the preceding paragraph, the Purchaser shall pay a Purchase Price calculated at Thirty-Five Thousand Dollars (\$35,000) per acre to the Vendor, with the size of the Property to be determined by the reference plan to be prepared by the Vendor pursuant to the terms of this PSA. The Purchase Price shall be paid as follows:
  - a) Fifty Thousand Dollars (\$50,000) is payable by the Purchaser by bank draft upon execution of this Agreement, to be held on an interest-free basis by the Solicitor for the Vendor as a deposit pending completion of this transaction on account of the Purchase Price on completion, or if this Agreement is not completed through no fault of the Purchaser, the deposit shall be returned to the Purchaser without interest or deduction; and

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

## **SECTION II PURCHASE OF PROPERTY**

### 3. Irrevocable Date

This PSA shall be open for acceptance by the Vendor until the 29<sup>th</sup> day of September 2021, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

### 4. Completion Date

- a) The closing of this transaction be completed no later than 5:00 p.m. on the 13<sup>th</sup> day of October 2021, (the "Completion Date") at which time possession of the Property in "as is, where is" condition shall be given to the Purchaser.

### 5. Council Approval

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

### 6. Documents, Reports and Information

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

## **SECTION III CONDITIONS, REPRESENTATIONS AND WARRANTIES**

### 7. "As Is" Condition

- a) The Purchaser acknowledges that they are acquiring the Property in an "as is" condition and that it must satisfy itself within fifteen (15) days of acceptance as to the Property including, but not limited to, all existing physical conditions of this Property,

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

#### 8. Future Use

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

#### 9. Development Covenants and Restrictions

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

event of such assignment or upon the Purchaser's transfer of the Property, the Purchaser's rights, interests, liabilities and obligations hereunder is released and discharged from any and all liabilities and obligations arising under and pursuant to this Agreement.

#### **SECTION IV PRIOR TO COMPLETION DATE**

##### 10. Purchaser May Inspect the Property

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

##### 11. Insurance

All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Purchaser.

#### **SECTION V COMPLETING THE TRANSACTION**

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

##### 12. Electronic Registration

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

##### 13. Survey or Reference Plan

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

#### 14. Examination of Title

Purchaser shall be allowed until 6:00 p.m. on the 29<sup>th</sup> day of September 2021 (Requisition Date) to examine the title to the property at his own expense and to satisfy himself that there are no outstanding work orders or deficiency notices affecting the property, and that its intended use will be lawful. Vendor hereby consents to the municipality or other governmental agencies releasing to Purchaser details of all outstanding work orders and deficiency notices affecting the property, and Vendor agrees to execute and deliver such further authorizations in this regard as Purchaser may reasonably require.

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

#### 15. Purchaser to Accept Easements

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

#### 16. Adjustments

- a) The Vendor agrees that the deposit, held by the Vendor shall be credited to the Purchaser in the Statement of Adjustments prepared for the Completion Date.

- b) Any rents, mortgage, interest, taxes, local improvements, water and assessment rates shall be apportioned and allowed to the Completion Date, the day itself to be apportioned to the Purchaser.

#### 17. Harmonized Sales Tax

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

### **SECTION VI MISCELLANEOUS**

#### 19. Entire Agreement

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

#### 20. Tender

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

#### 21. Time of Essence

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

#### 22. Planning Act

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

#### 23. Notices

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

Solicitors for the Vendor:

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

Solicitor for the Purchaser:

Church + Fitzpatrick Barristers + Solicitors  
28 First Ave  
Orangeville ON  
L9W 1K8  
Contact: Jeff Fitzpatrick  
Email: fitzpatrick.law@rogers.com  
Phone #: 519 941 8730  
Fax #: 519 941 8032

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

24. Successors and Assigns

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

25. Schedules

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

26. Counterparts

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

27. Severability

- a) If any provision of this Agreement, or the application thereof to any circumstances, shall be held to be invalid or unenforceable, then the remaining provisions of this

Agreement, or the application thereof to other circumstances, shall not be affected, and shall be valid and enforceable.

IN WITNESS WHEREOF the parties have executed this Agreement.

**2137569 Ontario Inc.**

Purchaser's Company or Name

Per:

Name

Title:

Alexandra Gott

Executive VP

I have the authority to bind the Corporation

**THE CORPORATION OF THE  
TOWNSHIP OF SOUTHGATE**

Per:

Name

Title:

John Woodbury

Mayor

Per:

Name

Title:

Lindsey Green

Clerk

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

**Schedule "A" to  
Description of Property  
Proposed to be Sold to 2137569 Ontario Inc.**

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

Approximately 12 acres of land in the Southgate Eco Park which is identified in the aerial photo map in Schedule B of this Purchase & Sale Agreement document. Prior to closing a legal survey Plan will be deposited with the Registry Office to define the legal description for closing this property sale.

**SCHEDULE "B"**

**Aerial Lot Photo Mapping  
2137569 Ontario Inc.**

**Plus or minus 12 acres on Eco Parkway as noted in BLACK outline**



*Figure 1 - 2137569 Ontario Inc (+/- 12 acres)*

## SCHEDULE "C"

### DEVELOPMENT COVENANTS

#### 1. Title Control

- a) The Purchaser covenants and agrees to commence construction of a permanent building on the Property which complies with the permitted uses of the Property's zoning within two (2) years of the registration of the Purchaser's ownership of the Property and to substantially complete the construction of the said building in conformity with an approved site plan within three (3) years from the registration of the Purchaser's ownership of the Property.
- b) In the event that the Purchaser has not obtained a building permit in accordance with the provisions of subclause 1.a) above, the Purchaser may request from the Vendor, in writing, an extension of the time specified in subclause 1.a) above up to a maximum extension period of one (1) year, as the case may be (such extension, the "Extended Time") upon payment by the Purchaser to the Vendor of a performance deposit equal to ten (10%) percent of the purchase price of the Property (the "Performance Deposit"). The Performance Deposit shall be refunded to the Purchaser, without interest, upon the Purchaser's compliance with and completion of the provisions of subclause 1.a) above within the Extended Time. In the event that the Purchaser fails to complete construction within the Extended Time, then the Vendor shall, in addition to its other rights and remedies as set out herein or otherwise, be entitled to retain the Performance Deposit as liquidated damages and not as a penalty, in partial or full satisfaction of the Vendor's damages, as the case may be.
- c) If the Purchaser does not comply with the provisions of subclause 1.a) above within the periods therein specifically set out or within the Extended Time, the Purchaser, will, at the option of the Vendor by notice in writing to the Purchaser, re-convey good title to the Property to the Vendor, free and clear of all encumbrances, in consideration for payment by the Vendor to the Purchaser of 99% of the purchase price paid by the Purchaser to the Vendor for the conveyance of the Property in the first instance (the "Discounted Consideration"). The Vendor shall be allowed to deduct from the Discounted Consideration all of its reasonable costs, realty commission and legal fees incurred with respect to the original conveyance of the Property by the Vendor to the Purchaser, as well as the costs of the Vendor in re-acquiring the Property, including without limitation, realty commission, registration costs, land transfer tax, legal fees and such other costs as reasonably incurred by the Vendor therefor. The Vendor shall not be required to pay for any improvements that may have been made, constructed, installed or performed by the Purchaser on the Property.
- d) Subject to subclause 1.c) above, the Purchaser covenants that it will not sell the Property or any part thereof to any person, firm or corporation without first offering, in writing, to sell the Property to the Vendor for consideration equal to or less than the Discounted Consideration, less all of its reasonable costs, realty commission and legal fees incurred with respect to the original conveyance of the Property by the Vendor to the Purchaser, as well as the costs of the Vendor in re-acquiring the Property, including without limitation, realty commission, registration costs, land transfer tax, legal fees and such other costs as

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

## 2. Occupation of Building

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

## 3. Assignment of Covenants

- a) The Purchaser acknowledges and agrees that the covenants and restrictions herein shall run with the title to the Property. The Purchaser, for themselves, its successors, heirs, and assigns in title from time to time of all or any part or parts of the Property will observe and comply with the stipulations, restrictions, and provisions herein set forth (the "Restrictions"), and covenants that nothing shall be erected, fixed, placed or done upon the Property or any part thereof in breach or in violation or contrary to the Restrictions or the provisions of this Agreement of Purchase and Sale and that the Purchaser will require every subsequent Purchaser or every successor in title to assume and acknowledge the binding effect of this document, as well as, covenant to observe and comply with the Restrictions

and other covenants herein, and the surviving provisions of this Agreement of Purchase and Sale.

4. Force Majeure

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

5. Right to Waive

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

6. Sanitary Sewer and Water Services

- a) Access to a sewer connection exists for this property in the road allowance. Depending on the building elevation, sewage pumping may be required from this property.
- b) The Vendor shall supply a water service lateral to the lot line with shut off valve, and a sanitary sewer lateral at its sole cost so that the Purchaser may obtain the necessary approvals to connect such services to the permanent building referenced in Part 1a) of Schedule "C".

7. Other Property Sale Site Specific Conditions

- i. \_\_\_\_\_  
\_\_\_\_\_
- ii. \_\_\_\_\_  
\_\_\_\_\_
- iii. \_\_\_\_\_  
\_\_\_\_\_
- iv. \_\_\_\_\_  
\_\_\_\_\_
- v. \_\_\_\_\_  
\_\_\_\_\_



## **Staff Report HR2021-019**

**Title of Report:** HR2021-019 – CAO Succession Planning  
**Department:** Human Resources  
**Council Date:** September 15, 2021

### **Recommendation:**

**Be it resolved that** Council receive Staff Report HR2021-019 for information; and

**That** Council review the CAO Succession Plan – CAO Planned Retirement Document and provide feedback; and

**That** Council direct staff to proceed with an internal posting for an intent to apply for the upcoming CAO vacancy; and

**That** Council direct staff to bring a closed session report to the October 6, 2021 Council Meeting to discuss the applications from the Intent to Apply; and

**That** Council appoint \_\_\_\_\_ to lead and coordinate the process of hiring the new CAO to fill the planned upcoming vacancy.

### **Background:**

At the June 5, 2019 Council Meeting, Council approved the following motion for report CAO2019-061

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

**Be it resolved that** Council receive Staff Report CAO2019-061 as information; and

**That** Council review the CAO Succession Plan as a guidance document, and make suggestions for changes and refinement so that it can be filed for future use as a Township Standard Operating Procedure when needed in the future.

Carried. No 2019-358

### **Staff Comments:**

Staff reviewed the CAO Succession Plan Guidance Document that was presented at the June 5, 2019 meeting and want to acknowledge the importance of having guidance for all scenarios of having to replace a CAO, however with the current CAO's retirement now less than 18 months away, staff recommend a more specific succession plan with timelines for this situation. Attachment #1 is a revised version of the "CAO Planned Retirement" section of the original document and outlines staff recommended steps.

The first step staff recommend is for Council to review the CAO Succession Plan – CAO Planned Retirement Document and provide feedback. It is important there is an established plan in order to ensure the process is completed to the satisfaction

of Council and in a timely manner. Staff recommend appointing one person to lead and coordinate this process as one point of contact to manage the process.

The retirement date of the current CAO is December 31, 2022. In order to establish timelines as well as a budget for 2022, staff ask Council to discuss the amount of time Council wishes the new CAO to transition into the new role with the present CAO. This direction will allow for timelines to be established for the entire process.

The next step staff recommend is to post an "Intent to Apply" internally. A draft is included as Attachment #2 of this report. The potential for internal candidates versus external candidates is another factor that could impact timelines. Staff feel it is important to begin the exploration of internal candidates in the near future.

Staff recommend the following actions for 2021 in relation to CAO Succession planning for the upcoming planned vacancy of the CAO position:

- Explore and discuss internal interest;
- Observe internal interested candidates;
- Update CAO Job Description.

Timelines in 2022 will depend on the following:

1. If there are internal candidates;
2. If Council wishes to proceed with those internal candidates that are interested; and
3. A decision on the transition time between the incumbent CAO and future CAO.

### **Financial Implications:**

There is no current financial impact as a result of this report to the Township. The 2022 budget will need to take into consideration the salary of the new CAO while working with the current CAO in 2022.

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

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

### **Concluding Comments:**

1. That Council receive this report as information.
2. That Council review and provide feedback on the CAO Succession Plan – CAO Planned Retirement.
3. That Council discuss the amount of time the current CAO and the future CAO should work together prior to the current CAO's retirement date.
4. That Council direct staff to internally post an "Intent to Apply" for the future CAO position.
5. That Council direct staff to bring a closed session report to the next Council Meeting to discuss internal candidates.

Respectfully Submitted,

**HR Coordinator:** *Original Signed By*

Kayla Best, HR Coordinator/Assistant to the CAO

**CAO Approval:** *Original Signed By*

Dave Milliner, CAO

Attachments:

Attachment #1: CAO Succession Plan – CAO Planned Retirement Document.

Attachment #2: Intent to Apply internal posting.

## **CAO Succession Plan – CAO Planned Retirement**

### **Purpose**

A CAO succession plan is an important document for Council to agree on and have available to the members to fill this position on a full-time basis.

### **CAO Position Assets/Requirements for Consideration as Priorities**

The following is a possible list of skill sets and personal attributes that Council should consider in candidates, as either being mandatory requirements, expertise areas needed, that it would be of value in the position to achieve successful and those items that are trainable:

- Accomplishments have been demonstrated
- Business experience
- Common sense
- Community fit
- Community passion
- Communicator
- Competence
- Conflict resolution skills
- Customer Service experience
- Creative thinker
- Entrepreneurial attitude
- Financial and budgeting background
- Fiscal efficiency thinking
- Fiscal responsibility
- Leadership skills
- Municipal or related sector service experience
- Open minded and decisive
- People Management experience
- Professionalism
- Solution oriented
- Team builder

### **CAO Succession - CAO Planned Retirement**

#### **Internal Candidate Process**

Council should start discussions with the incumbent CAO and the HR Coordinator 12 to 18 months prior to the planned retirement date, if that Council-CAO relationship has trust and confidence of the members exists, to work together on CAO succession options. The steps to follow under this process should be:

1. First staff recommend an internal posting for an "Intent to Apply". The purpose of this application process is to make Council aware of the potential internal candidates.

**Proposed Timeline: September 27, 2021**

2. After the closing date of the internal posting, staff recommend a closed session report to notify Council if there are any internal candidates and have discussions about the candidates. Staff recommend that the CAO be included in this discussion for trusted input and the ability to answer questions that could relate back to the position.  
**Proposed Timeline: Post: September 16 – 27.**  
**Closed Session Report: October 6, 2021**
3. Once internal candidate(s) have shown interest as possible future CAO applicants, the members should individually monitor, assess and document their observations during Council meetings and during any day-to-day interactions with the individual(s). This should be done over a 60 day period, to provide the time to observe and assess the positives and the concerns, in order to reach a consensus of an applicant's viability and the probability of long term success in the position. Bottom line is, do you have the trust, and do you have the confidence in this individual. Staff recommend a closed session report at the end of the observation period to discuss their findings. If no internal applicant(s) pass this observation period, proceed with an internal and external CAO recruitment process, as outlined later in this document.  
**Proposed Timeline: Observation Period: October 7 to December 7, 2021**  
**Informal Council Interviews: December 8, 2021**  
**(not more than 30 minutes)**  
**Closed session: December 15, 2021.**
4. The CAO Job Description should be reviewed and updated as required by the incumbent CAO and Human Resources. Once updated, the job description will go to Council for final approval prior to job posting.  
**Proposed Timeline: December 15, 2021**
5. Council should now consider, if there is an interested internal applicant(s) that still has Council's confidence, that they then proceed and post an internal only CAO job posting to allow all employees the opportunity to apply for the vacancy, to comply with the Township's Hiring Policy. If no internal applicant(s) apply for the posted CAO position, proceed with an internal and external CAO recruitment process, as outlined later in this document.
6. Once the internal posting has closed, Council should work with the incumbent CAO, Human Resources or a consultant to draft interview questions and develop multiple scenario(s) to test the applicant(s) skills related to administrative, building, by-law enforcement, financial, human resources, planning, recreation and roads type of issues.

7. As per Southgate Hiring Policy #8 "In the situation of recruiting a new CAO the whole of council will constitute the Hiring Committee with the assistance of internal human resources staff and or an external HR support consultant to manage the selection process.". Council should next conduct the initial interview(s) with the internal applicant(s). Once the first round of interview(s) have been completed, Council should discuss the applicants in a closed session regular council meeting and decide if a second interview is required to dig deeper into unconfirmed issues and any outstanding concerns. If there are no internal applicant(s) that satisfy Council for the internal posted CAO position, proceed with and internal and external CAO recruitment process, as outlined later in this document.
8. If a second interview is required, it should be completed with the qualified internal applicant(s). Council should with the incumbent CAO, Human Resources or consultant, create a second list of interview questions and discussion to investigate and focus on issues and concerns from the first interview and could also consider requesting a report and presentation from the applicant(s) on their vision and plan for Southgate's 3 major issues, over the next 3 years. This process will either confirm a worthy candidate for the internal posted CAO position or necessitate an internal and external CAO recruitment process to increase to the number of applicants for comparison purposes, as outlined later in this document.

Council should ensure at this point the internal applicants are not shut out of the process. For an internal applicant to get this far there has to have been significant interest by both parties. The second internal interviews should not rule out the internal applicant(s), but more reflect that Council would like to explore external applicants for comparison purposes.

The Council Hiring Committee should at the end of the second round of the internal interviews make it very clear with the internal applicant(s) that an internal and external posting may be a consideration of Council, to ensure the Township hires the best possible person for the position and in no way is a reflection on the confidence in the internal candidate(s) for consideration during that process. Staff suggests that all adequately qualified internal applicants, that receives a second interview, should be advanced to the internal-external process for consideration. Council should also confirm that the internal applicants are still interested in the internal-external posting, as some may become frustrated with the length of the process, which is a risk Council should be aware of and consider.

9. Council will now need to decide in a closed session regular Council meeting if the best internal candidate has the confidence of a majority of the members to take on the CAO position on a full time basis. If not, then

proceed with an internal and external CAO recruitment process, as outlined later in this document.

10. If Council decides to proceed with an internal hiring for the CAO position an employee contract will then be negotiated between the candidate and Council. It would be an option to engage the services of the Township's Human Resources Consultant, to take out any internal biases. Consideration for a 6 to 12 month probation period and a transition period may be a consideration, to allow the internal employee the option through our policy, to return to their previous position, if they wish to do so in the first 6 months.
11. The decision to proceed with the internal applicant should be made at not less than 6 months prior to the incumbent CAO's final day, in order to allow the necessary time for filling of other vacated position(s) caused by this internal CAO appointment.  
**Proposed Timeline: June 2022**
12. Staff will need 3 to 4 months to possibly post and hire for multiple positions to infill jobs vacated, to support the CAO transition.
13. The final 60 days of the incumbent CAO's employment should allow a time for the transitioning CAO to allow working time in the new position and at the same time transition out of the previous department responsibilities.

### **CAO Position Internal & External Recruitment Process**

Recruitment success is highly impacted by a good succession plan and thorough interview questioning, scenario responses, applicant presentations, employment & personal reference checks, social media research and background checks to reach a well researched and informed hiring decision. The steps to follow for an external hiring process is as follows:

- i. The Township posts internally and externally for 30 days, on the Township's website, Facebook page & promote through other internal social media options, advertise in local (Dundalk Herald & Mount Forest Confederate) and regional (Owen Sound Sun-Times) newspapers and industry communication promotion options like AMO, OMAA, etc., for the open CAO position, to start the internal and external CAO recruitment process;
- ii. The Council Hiring Committee should work with the incumbent CAO and/or Human Resources, or trusted staff member not involved in the process or an Human Resources (HR) Consultant to draft interview questions and develop three scenario(s) to test the applicant(s) skills related to administrative, financial, and roads types of challenges;

- iii. After the closing date for the posted CAO position, the Council Hiring Committee should review the applications received and select those for external applications that are deemed qualified for a first interview;
- iv. Schedule times with the Council Hiring Committee, HR, if required, meet with all the internal and selected external applicants to conduct the initial interview with those applicants. The writer recommends that the interviews for the first round should be each scheduled for 90 minutes in duration;
- v. The Council Hiring Committee and HR, if required, should meet following the completion of the first interview process and decide those internal and external applicants that will be selected for the second round of interviews;
- vi. The Council Hiring Committee should again work with in greater detail the incumbent CAO, HR, or trusted staff member not involved in the process or an Human Resources Consultant to draft second round interview questions. The focus should be on digging deeper into knowing each of the applicants better, exploring their job history in detail and also probe into specific concerns of each applicant raised by the interviewers in round 1. It is recommended that another group of multiple scenarios be developed to test the applicant(s) skills related to their building, by-law enforcement, human resources, planning, recreation and/or budgeting skills through these types of experience issues. The second interview candidates should also be required to provide a report and presentation on there vision and plan for Southgate's 3 major issues facing the Township over the next 3 years.
- vii. Next in the process it would be time to schedule times with the Council Hiring Committee, HR, if required and all the selected internal and external applicants to conduct the second round interview with the applicants. At the time of scheduling the interviews with the selected candidates, they should be presented with the presentation document guidelines, that they will have 30 minutes to present and 10 calendar days to prepare in advance of the second interview. The writer recommends that this interviews for the second round should be each scheduled for 2 hours in duration;
- viii. The Council Hiring Committee and HR, if required should meet the following day or at the completion of the second round interviews, to process all the information and decide those internal and/or external applicant(s) that will be selected for further research related to background, social media research and reference checks;
- ix. The Council Hiring Committee should direct Human Resources (HR) to complete the necessary research related to background, social media research and reference checks and report back to Council on those outcomes;

- x. The Council Hiring Committee and Council should meet with and discuss with HR the information on the background information and reference checks received on the targeted CAO candidate(s) and make a decision to proceed with hiring a selected applicant, or to repost the position if there are no other options; and
- xi. When there is a selected candidate for the position, Council should direct HR to start negotiations and execution of an Employment Contract Agreement with the selected individual.
- xii. There should be a transition period between the incumbent CAO and the newly hired CAO for transfer of knowledge.

## **INTENT TO APPLY FOR UPCOMING CAO VACANCY**

To fulfill an upcoming planned retirement, the Township of Southgate will be posting for the Chief Administration Officer (CAO) position in the future.

Council request internal staff that are interested in applying for the position, to submit an Intent to Apply by **Monday, September 27<sup>th</sup>, 2021 at 2pm**. This exercise will allow for Council to determine if there is internal interest in the position and can ensure that is taken into consideration during the hiring process (this should be no more than 500 words long).

To submit your Intent to Apply, write a letter to Council with your resume to show your interest and explain why you feel you are a strong candidate. Please email information to the attention of Mayor John Woodbury [jwoodbury@southgate.ca](mailto:jwoodbury@southgate.ca)

NOTE: Your submission and interest will be kept confidential and will only be shared in a closed session with Council, the CAO and Human Resources Coordinator.



## **Staff Report HR2021-002**

**Title of Report:** HR2021-020 – Library Assistant Digital Services  
**Department:** Human Resources  
**Council Date:** September 15, 2021

### **Recommendation:**

**Be it resolved that** Council receive Staff Report HR2021-020 for information; and  
**That** Council approve the draft job description for the Library Assistant – Digital Services; and

**That** Council direct staff to review and evaluate the draft job description for the Library Assistant – Digital Services through the Southgate Job Evaluation Committee for a recommended placement on the Employee Pay Grid; and

**That** Council direct staff to report back to the October 6<sup>th</sup> Council meeting with a report from the Job Evaluation Committee and the final version of the Library Assistant – Digital Services job description for approval.

### **Background:**

The Southgate Library Board (the Board) met for a Special Board Meeting on September 1, 2021 and discussed the requirement for an additional position at the Library. The Board directed the Librarian CEO to begin the process of seeking council approval during the 2022 budget process.

### **Staff Comments:**

In recent years, staff have felt an increased demand for an online presence which has been stimulated further with the COVID-19 pandemic. Although the Library services will eventually go back to in-person, there will still be a need for the online platforms and services. The Library will need to operate in traditional library services as well as meet the technology demands of the community including computer access, internet access and e-resources including e-book, accessible websites and makerspaces.

The current library staff do not have the capacity to fulfill these technology needs nor the skills needed to properly implement and maintain these systems. A full time Library Assistant – Digital Services position would help the library maintain and develop the library's technology and online presence to meet the demands of our growing community. Reporting to the Librarian CEO, the Library Assistant - Digital Services would be responsible for the ongoing management and development, innovation of digital services, virtual spaces and library management systems; IT including technical networks and resources, IT planning and technical training and support of Library Staff. Also, will be responsible for the Imagination Stations, to plan and deliver programs & services in co-operation with the CEO, operate the circulation desk for specified shifts, provide reference and reader's

advisory, participate in outreach efforts within the community, and assist the CEO when needed.

The Library CEO, Human Resources Coordinator/Assistant to the CAO and CAO have worked collaboratively to create a job description for this new position and is included in this report as Attachment #1. Since it is a new position, staff recommend the job description go to the Job Evaluation Committee to approve the job description and assign placement on the Employee Pay Grid.

**Financial Implications:**

There is no financial implications as a result of this report and the creation of the position will be discussed as part of the 2022 operating budget.

**Communications & Community Action Plan Impact:**

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

**CAP 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.

**CAP Goal 2 - Revitalizing Downtown Dundalk**

**Action 2:**

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

**2-E** - The Township will increase its support for, and promotion of, community events, festivals, parades, library activities, and other events that attract people to the downtown area.

**Concluding Comments:**

1. That Council receive this report as information.
2. That Council approve the draft job description for Library Assistant – Digital Services.
3. That Council direct staff to review and evaluate the draft job description for the Library Assistant – Digital Services through the Southgate Job Evaluation Committee for a recommended placement of the Employee Pay Grid.
4. That Council direct staff to report back to the October 6, 2021 Council meeting with a report from the Job Evaluation Committee and the final version of the Library Assistant – Digital Services job description for approval.
5. That the 2022 budget deliberations will be part of the future discussions related to the justification of the position, approval for hiring to fill the job and as well the review of the working hours of existing library staff positions.

Respectfully Submitted,

***Original Signed By***

**Human Resources:** \_\_\_\_\_  
Kayla Best, HR Coordinator/ Assistant to the CAO

**Librarian CEO Approval:** ***Original Signed By*** \_\_\_\_\_  
Lacy Russell, Librarian CEO

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

**Attachments:**

Attachment #1: Library Assistant – Digital Services Draft Job Description

# Township of Southgate

## Job Description

Date of Update: DRAFT September 9, 2021	<b>Library Assistant – Digital Services</b>
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### Section A: Position Description

**1) Position Identification**

The purpose of this section is to determine your current position within the organization.	
Name:	Supervisor’s Name: Lacy Russell
Job Title: Library Assistant – Permanent	Supervisor’s Job Title: Librarian CEO
Standard hours of work per week: TBD hours per week Permanent	Eligibility to Group Insurance: TBD  Eligibility to OMERS: TBD
Location of Position: Southgate Public Library	Department/Division: Library
Employment Status: Permanent Hourly	Pay Band:

**2) Scope of Position (A maximum of three sentences.)**

Reporting to the Librarian CEO, The Digital Services is responsible for the ongoing management and development, innovation of digital services, virtual spaces and library management systems, IT including technical networks and resources, IT planning and technical training and support of Library Staff. Will be responsible for the Imagination Stations, to plan and deliver programs & services in co-operation with the CEO, operate the circulation desk for specified shifts, provide reference and reader's advisory, participate in outreach efforts within the community, and assist the CEO when needed.

<b>Key Responsibilities</b>	<b>Tasks</b>	<b>Percent of Time</b>
Virtual spaces	<ul style="list-style-type: none"> <li>- Manage and develop the Southgate Public Library virtual spaces, including the website, directing library patrons to all the collections, services and programs of the Library.</li> <li>- Management of website, making updates and ensuring current information on the site pages.</li> <li>- Manage, enhance and expand the library's digital service offerings and initiatives such as electronic resources and databases, selection of vendors, product management.</li> <li>- Coordinate marketing of electronic resources and databases with the Library Assistant – Youth Services and Communications.</li> </ul>	30%
Technology	<ul style="list-style-type: none"> <li>- Organize and/or provide digital and technical support and training to staff</li> <li>- Act as the initial staff support for public library systems including software, hardware and ILS (Integrated Library System) system settings, upgrades and integration of resources.</li> <li>- Provide direction with respect to the appropriate library software/hardware to purchase/acquire throughout the system</li> <li>- Provide technical support and assistance to staff in the day-to-day operations and management of the current ILS</li> <li>- Create, review and evaluate the Technology Plan as required</li> <li>- Make recommendations for policy relating to digital services such as technology.</li> </ul>	35%
Imagination Stations	<ul style="list-style-type: none"> <li>- Manage, enhance and expand the library's Imagination Stations.</li> <li>- Research funding opportunities for expanding Imaginations Stations</li> </ul>	5%
Programming and Outreach	<ul style="list-style-type: none"> <li>- Provide community development and outreach regarding digital library services and virtual spaces.</li> <li>- Collaborating with the appropriate staff member, create and provide STEAM programming using the Imaginations Stations.</li> <li>- Oversee/Organize computer training/support to public including the planning and delivery of technology workshops</li> </ul>	15%



**2) Required On-The-Job Training**

<b>Specific Internal Training</b>	<b>Months to Complete</b>
- Become familiar with existing technology in the library	One month
- Training provided to learn to operate the circulation desk with clear procedure binders and information provided.	One month
- Basic reference and reader's advisory training provided	One month
- Health and Safety, Confidentiality, etc	Immediately

**3) Work Experience**

<b>Experience</b>	<b>Minimum Years Required</b>
- Experience in a public library and/or educational institution (work or volunteer related).	1 Year

**4) Other Key Skills:**

<ul style="list-style-type: none"> <li>- Website design and content management software</li> <li>- Knowledge of current and emerging technologies, trends and issues as they relate to public libraries and how to respond to constant changes in technology</li> <li>- Knowledge of web-based technologies, including tools and standards of web site maintenance and development and current browsers and AODA standards</li> <li>- Electronic systems, information services, databases</li> <li>- Good organizational skills</li> <li>- Able to multi-task</li> <li>- Website design and content management software</li> </ul>
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**5) Key Relationships (Contacts)**

<b>Internal Contacts</b>	<b>Frequency</b>	<b>Purpose</b>	<b>Method</b>
Co-workers (my dept.)	Frequently		
Co-workers (other dept.)	Occasionally		
Supervisor (my dept.)	Frequently		
Supervisor (other dept.)	Occasionally		
Depart. Head (my dept.)	Frequently		
Depart. Head (other dept.)	Occasionally		
Staff in other municipalities	Occasionally		
Administrator	Occasionally		
Ratepayers	Occasionally		
Children/Students	Constantly		
Seniors	Constantly		
Supplier	Occasionally		

External Contacts	Frequency	Purpose	Method
General Public (Not residence) Business representatives Consultants, Engineers, Planners, etc. Auditors Solicitors Funding Organizations Government Officials Boards Council (your own) Council (other municipalities) Media Ratepayers Groups Other: Specify Below School personnel	Constantly N/A N/A N/A N/A N/A Occasionally Occasionally Occasionally N/A N/A Occasionally		
<b>Interpersonal skills:</b> <ul style="list-style-type: none"> <li>- Extending common courtesy; working cooperatively; responding to basic needs or requests; effective communication.</li> </ul>			

**6) Decision Making**

- Makes decisions based on established procedures.

**7) Problem Solving Responsibilities**

- Answers reference questions for all ages
- Website issues
- Technical support

**8) Equipment & Technology Utilized**

- Computers: Able to do computer troubleshooting and routine troubleshooting for a small network.
- Copier
- Scanner
- Fax
- Library related technologies

## Section C: Responsibility

### 1) Program Delivery

- Able to plan and deliver singularly or in conjunction with the other staff programming and operates the circulation desk using defined procedures.

### 2) Impact and Accountabilities

- Responsible the Library's digital services.
- Responsible for promoting and training patrons on the Library's online resources
- Responsible for day to day operations while on duty at the circulation desk.
- Responsible for front lines troubleshooting of technology

### 3) Supervision

Direct Subordinates – Job Titles	Number of Staff
N/A	
Indirect Subordinates – Job Titles	Number of Staff
Volunteers ( <b>Frequently</b> )	1
Provides training/instruction to others – Job Titles	Number of Staff
Staff training based on technology needs	4

### 4) Material and Information Resources

- Maintains statistical records for programs, reference and readers' advisory, circulation, patron traffic activity and database usage.

### 5) Financial Resources

- Receiving of payments for late book fines and copy/printing use.
- Rectify and submit deposit of circulation desk incomes.

## Section D: Working Conditions

### 1) Physical Environment

Rate the amount of each of the following working conditions that you are exposed to on the job from a scale of 1 to 5, where 1 represents no exposure, 3 represents some exposure and 5 represents continuous/regular exposure.

Condition	1	2	3	4	5
Sitting		X			
Standing				X	
Noise Exposure	X				
Adverse Temperature	X				
Pushing/Pulling		X			
Lifting/Carrying			X		
Dust	X				
Odors	X				
Other (Specify) Physical Aspects					

### 2) Health & Safety Hazards

- Need to observe safe practices when lifting and moving objects and working alone.
- Act as the library representative for Health and Safety requirements.

Health and Safety Responsibilities

- Ensure safe conditions are present to avoid harm to patron users.
- Some supervision of youth.

**3) Travel**

- May be required to travel within the Township to the municipal office and for outside training courses or seminars on an infrequent basis.

**4) Driving**

- Use of personal vehicle for travel on an infrequent basis.

**5) Mental Environment**

- Frequently dealing with general public providing customer service utilizing the facilities.

**Section E: Effort**

**1) Mental Effort**

- Planning and organizing.
- Answer reference questions
- Choose suitable materials
- Frequent interruptions

**2) Physical Effort**

- Able to lift and carry 15 pounds at a time.
- Bending, reaching

**Section F: Additional Information**

- It is expected that programming planning and other assigned duties will be carried out while operating the circulation desk.

The Township of Southgate is an equal opportunity employer. Accommodations are available for all parts of the recruitment process. Applicants need to make their needs known in advance.

This document can be made available in other accessible formats as soon as practicable and upon request.

## Supervisor Comments

**Job Position:** \_\_\_\_\_  
Signature

**Date Completed:** \_\_\_\_\_

**Supervisor:** \_\_\_\_\_  
Signature

**Date Completed:** \_\_\_\_\_

**CAO:** \_\_\_\_\_  
Signature

**Date Completed:** \_\_\_\_\_

## **Township of Southgate**

### **Administration Office**

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

**Phone:** 519-923-2110

**Toll Free:** 1-888-560-6607

**Fax:** 519-923-9262

**Web:** [www.southgate.ca](http://www.southgate.ca)

## **Staff Report CAO2021-064**

**Title of Report:** Southgate COVID-19 Vaccination Policy

**Department:** Administration

**Council Date:** September 15, 2021

### **Council Recommendation:**

**Be it resolved that** Council receive staff report CAO2021-064 as information; and

**That** Council approve the draft Southgate COVID-19 Vaccination Policy dated September 15, 2021 as presented; and

**That** Council direct staff based on resolution approval of this draft policy to proceed with the Human Resources Coordinator requesting information, collecting employee vaccination data in confidence if provided and holding one on one employee education sessions related to COVID-19 immunization requirements; and

**That** Council consider approving the Southgate COVID-19 Vaccination Policy at the October 6, 2021 meeting.

### **Background:**

The purpose of this report and the Southgate COVID-19 Vaccination Policy is to establish the following:

1. A working environment that considers the health and safety of our Township employees related to COVID-19 transmission and outbreak of the disease;
2. To ensure the continuity of the important municipal services we deliver to the public; and
3. To provide the stakeholders with the public confidence that our Southgate staff are protected with an immunization protocol established by the Ministry of Health to prevent community spread.

On August 24, 2021, the Ontario government filed a regulation O. Reg 577/21 (Attachment #1) amending the Rules for Areas at Step 3 and at the Roadmap Exit Step with respect to the establishment and implementation of vaccination policies by businesses or organizations. O. Reg. 577/21 requires businesses and organizations to operate in compliance with "any advice, recommendations and instructions" issued by the Office of the Chief Medical Officer of Health, or by Medical Officer of Health after consultation with the Office of the Chief Medical Officer of Health:

- (a) Requiring the business or organization to establish, implement and ensure compliance with a COVID-19 policy; or
- (b) Setting out the precautions and procedures that the business or organization must include in its COVID-19 vaccination policy.

The Grey Bruce Public Health Unit released a COVID-19 Information document dated August 31, 2021 titled "Recommendations for Establishing a COVID-19 Workplace Vaccination Policy" and is included in this staff report as Attachment #2. Also included in this staff report is Attachment #3, a copy of an exert from the Employment Standards Act related to the topic of Leaves of Absence and the issue of unpaid, job-protected infectious disease emergency leave. This document states that if "the employee is under a direction given by their employer in response to the employer's concern that the employee might expose other individuals in the workplace to a designated infectious disease", they could be sent home without pay.

### **Staff Comments**

Staff has developed a comprehensive document and included a copy of the draft updated Southgate COVID-19 policy #87 in this staff report as Attachment #4. The policy document is about dealing with the impact this pandemic in the workplace related to minimizing the health impacts of COVID-19 going forward on our employees, students, volunteers, Councillors, Committee members and those public members in the community we serve.

This policy has been created to:

- Prevent where possible COVID-19 outbreaks through every reasonable precaution to protect staff within a safe and healthy workplace;
- Prevent the further transmission of COVID-19 in our workplace and the community;
- Maintain continuity of our business operations and critical services; and
- Limit unnecessary pressure on our healthcare system and medical service providers.

The provincial requirements mandate that the Township create a COVID-19 Vaccination Policy with the guidance of Public Health. The Health Unit provides information on why we need to have a policy for reasons mentioned earlier in this report and that our document should have consideration for the Occupational Health and Safety Act, the Ontario Human Rights Code and privacy laws. With the challenges of creating such a policy and the possible disruptions in the workplace, it is required because unlike other viruses, like influenza, the consequences of catching COVID-19 if a person has not been vaccinated are severe. The virus is also easily transferrable, especially with new variants spreading throughout communities. These two factors, as well as the strong efficacy of the vaccinations establishes the stronger argument than in the past with other virus for mandatory vaccination policies.

So the big question is can employers require employees to be vaccinated? There is currently nothing at law that prevents an employer based in Ontario from making COVID-19 vaccination a term or condition of employment. However, mandatory vaccination policies raise both privacy and human rights considerations and legal risks of which employers will want to be aware before forging ahead with implementation.

So let us first deal with the privacy issue and how we will manage the information we collect about employee vaccination status. The Human Resources Coordinator will collect all the information collected from employees related to vaccinations in a separate file for HR use only and will not be placed in personnel files for access by any other Township Manager or Supervisor knowledge. The HR Coordinator will manage this file in confidence and work with all non-vaccinated employees in a confidential manner to provide education spelled out in the policy document, deal with evidence of medical restrictions, Human Rights exemptions, evaluate accommodation requests and manage antigen test reporting. At some point the HR Coordinator and management will need to carefully consider the nature of the workplace health and safety in relation to those non-vaccinated employees without exemptions or options for accommodation.

The next issue is Human Rights exemptions. If an employee has medical reasons for not receiving a vaccination it is very simple that a report from a Medical Health professional would be required and exempted from taking the vaccine shot. The Human Rights claim(s) would be something an employee would report on with the justification to the Township's HR Coordinator in confidence related religious and ethnic freedoms.

The legal issues at this point that we need to be concerned about is related to the Employment Standards Act and latitude that the Township can place an employee on unpaid job-protected infectious disease emergency leave. If there is a concern from any employee about their health and safety and exposure in the workplace to the COVID-19 disease, unpaid leave is an option for the Township, if accommodation is not a viable option for the individual's job description responsibilities.

Southgate staff recommend that Southgate Council approve the draft Southgate COVID-19 Vaccination Policy and consider approval by municipal by-law on October 6, 2021. With that said we see this policy being amended frequently in the coming months to accommodate changes in legislation, public health protocols, science and legal decisions.

### **Financial Impact or Long Term Implications**

There is no financial impact to the municipality as a result of this report to the 2021 budget other than Human Resources (HR) time to roll out and manage the policy.

HR will also have to deliver staff education and training if required to some staff, plus the time that may be required to recruit and hire casual and/or part time replacement staff to infill and support the municipal operation.

**Communications & Community Action Plan Impact:**

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

This report and the policy has been created to communicate that the Township of Southgate has a COVID-19 Vaccination Policy for its employees, student and volunteers that they have the assurance when dealing with customer service experience or on property contacts and meetings. Council and committee members are part of the policy to provide the assurance during future in person meetings everyone is protected or they can use the hybrid meeting features with virtual meetings for those that are not vaccinated, cannot be immunized or want the safety of remote access to meeting events.

**Concluding Comments:**

1. That Council receive this staff report CAO2021-064 as information.
2. That Council approve the draft Southgate Vaccination Policy as presented at the September 15, 2021 meeting.
3. That Council approve the Southgate Vaccination Policy by Municipal By-law at the October 6, 2021 meeting.

Respectfully Submitted,

**CAO approval: Original Signed By**

Dave Milliner – CAO      [dmilliner@southgate.ca](mailto:dmilliner@southgate.ca)      519-923-2110 x210

- Attachment 1 – Ontario Reg. 577/2021
- Attachment 2 – Recommendations for Establishing a COVID-19 Workplace Vaccination Policy
- Attachment 3 – Exert from the Employment Standards Act
- Attachment 4 – Updated Southgate Vaccination Policy #87

**ONTARIO REGULATION 577/21**

made under the

**REOPENING ONTARIO (A FLEXIBLE RESPONSE TO COVID-19) ACT, 2020**

Made: August 24, 2021

Filed: August 24, 2021

Published on e-Laws: August 24, 2021

Printed in *The Ontario Gazette*: September 11, 2021

Amending O. Reg. 364/20

(RULES FOR AREAS AT STEP 3 AND AT THE ROADMAP EXIT STEP)

**1. Section 2 of Schedule 1 to Ontario Regulation 364/20 is amended by adding the following subsections:**

(2.1) The person responsible for a business or organization that is open shall operate the business or organization in compliance with any advice, recommendations and instructions issued by the Office of the Chief Medical Officer of Health, or by a medical officer of health after consultation with the Office of the Chief Medical Officer of Health,

- (a) requiring the business or organization to establish, implement and ensure compliance with a COVID-19 vaccination policy; or
- (b) setting out the precautions and procedures that the business or organization must include in its COVID-19 vaccination policy.

(2.2) In subsection (2.1),

“medical officer of health” means a medical officer of health as defined in subsection 1 (1) of the *Health Protection and Promotion Act*.

**2. Section 2 of Schedule 4 to the Regulation is amended by adding the following subsections:**

(2.1) The person responsible for a business or organization that is open shall operate the business or organization in compliance with any advice, recommendations and instructions issued by the Office of the Chief Medical Officer of Health, or by a medical officer of health after consultation with the Office of the Chief Medical Officer of Health,

- (a) requiring the business or organization to establish, implement and ensure compliance with a COVID-19 vaccination policy; or
- (b) setting out the precautions and procedures that the business or organization must include in its COVID-19 vaccination policy.

(2.2) In subsection (2.1),

“medical officer of health” means a medical officer of health as defined in subsection 1 (1) of the *Health Protection and Promotion Act*.

**Commencement**

**3. This Regulation comes into force on the day it is filed.**



# Recommendations for Establishing a COVID-19 Workplace Vaccination Policy



Employers have an obligation to maintain a safe work environment for their workers. To help reduce the risk of COVID-19 transmission, all employers should address the need for a workplace vaccination policy. A workplace vaccination policy is an important measure employers can implement to protect their workers and the public.

Promoting vaccine uptake is important to help reduce COVID-19 workplace outbreaks and build confidence for a safer return to work. The COVID-19 vaccine is the best way to protect your workplace from the risks of COVID-19. It is safe and highly effective at reducing virus spread and protecting against serious illness.

Workplaces can help encourage vaccination by creating a supportive environment that makes it easier for workers to get vaccinated, and by providing information from trusted sources. COVID-19 vaccination provides an important layer of protection for workers, their families and the community.

Your workplace policy should be in writing and adhere to the Occupational Health and Safety Act, the Ontario Human Rights Code and privacy laws.

**PLEASE NOTE:** The information provided in this document does not contain legal advice and should not be relied on or treated as legal advice. Those for whom these recommendations are intended should seek their own legal advice to address their specific workplace circumstances.

## Developing a Workplace Vaccination Policy

Assess your workplace risk of COVID-19 transmission. For example:

- How many workers are part of your workforce?
- Can workers keep at least two metres apart while performing their work?

- Are there circumstances in which masks can or must be removed in the context of workplace activities? (This includes workers, customers/patrons and members of the public entering the workplace.)
- Are workers required to be in close contact with others, at the workplace or in the community while performing their work?
- How long and how often are workers in close contact with other workers, customers/patrons or the public?
- Does your workplace have: physical barriers when workers cannot keep distance from each other, customers/patrons or the public; good ventilation; and/or personal protective equipment (PPE) to protect workers?
- Do you have workers who may be at risk for severe illness from COVID-19? Some people may have reduced immunity due to age, pre-existing health conditions or medical treatments.
- Is your workplace able to offer alternative work for people who require accommodation, for example remote work?

### ***Key Components in a Vaccination Policy***

#### **1. Identify the scope and purpose.**

- Explain purpose of the policy including the risks of COVID-19. Vaccination against COVID-19 is one of the best ways to protect workers who work in a location with common areas and/or where workers can have contact with other workers, customers/patrons or the public. The Delta variant of the coronavirus is more contagious, with greater risk for severe illness and hospitalization.
- Explain who the policy applies to. Will the policy apply to all workers (i.e., not just employees but also contractors (including staff from 3rd party agencies), volunteers, students etc.)? Is there a separate policy for customers/patrons?
- Explain that the policy may change as the status of the pandemic changes and/or legislation or public health advice changes.
- Have a clear communication plan to inform workers about the policy.

#### **2. List action steps workers must take.**

When determined by the employer to be reasonably necessary to prevent the spread of COVID-19 in the workplace or in the community while performing their work, workplace policies should require workers to provide proof of vaccination, with vaccines approved by Health Canada or the World Health Organization. Alternatively, workers who do not provide proof of vaccination may need to, for example:

#### **Grey Bruce Health Unit:**

519-376-9420 or 1-800-263-3456;

August 31, 2021

Monday to Friday 8:30 A.M.- 4:30 P.M.

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- Indicate that they have a medical exemption, including if the reasons are temporary or permanent. The medical exemption should be written by a licensed doctor or nurse practitioner and does not need to include the reason for the exemption.
- Complete a vaccination education course, with a signed declaration stating that they have reviewed and understood the content. The vaccination education course should include information on:
  - How the COVID-19 vaccines work
  - Vaccine safety related to the development of the COVID-19 vaccines
  - The benefits of vaccination against COVID-19
  - Risks of not being vaccinated against COVID-19
  - Possible side effects of COVID-19 vaccination

### **3. Set deadlines for when the actions must be taken.**

Specify a reasonable date when workers must demonstrate compliance with various elements of the workplace policy.

### **4. List available supports for vaccination.**

Demonstrate your commitment to supporting workers to get vaccinated. Ways to support workers to get vaccinated include:

- Providing vaccine information from credible sources or translated resources
- Supporting vaccine champions to initiate conversations with their peers
- Providing paid leave to get vaccinated
- Reminding workers that they are entitled to up to three paid sick days, if they have side effects from the vaccine
- Providing transportation support to get vaccinated

### **5. Provisions for Unvaccinated Workers**

Your policy should list alternative options for workers who decline to get vaccinated for reasons protected by Ontario's Human Rights Code, including those unable to complete their vaccination series for medical reasons. The appropriate response(s) may depend on the work of the worker, the type of workplace and consideration of the duty to accommodate (if applicable). Some options to consider include:

- Use of additional PPE, worker relocation and modified work or reassignments.

**Grey Bruce Health Unit:**

519-376-9420 or 1-800-263-3456;

August 31, 2021

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- In the event of a COVID-19 outbreak, unvaccinated and partially vaccinated workers (who have only received one dose of a two-dose COVID-19 vaccine series) should not be permitted to work in the outbreak area. Workers without vaccination records should be assumed to be unvaccinated.
- If reassignment is not possible, consider other options including whether unvaccinated workers should receive paid or unpaid leave or use vacation days until it is safe for them to return to the workplace.

## **6. Non-Compliance**

Outline the potential consequences for workers who do not fulfill the requirements of the policy.

## **7. Privacy considerations**

The policy should specify how individual vaccination status of employees will be used by employers to mitigate the health-related risks of COVID-19.

Information about workers' vaccination information must be protected in accordance with applicable privacy legislation. Knowing your workers' vaccination status may be important to help you take appropriate action quickly, in the event of COVID-19 cases in your workplace, to protect workers, their families, customers/patrons and the general public. This may include sharing that information with public health officials.

When collecting information about a worker's vaccination status:

- Identify ways to safeguard workers' personal health information
- Limit information collected to what is reasonably necessary, e.g., copy of the proof of
- vaccination for each dose
- Keep worker vaccination information separate from their personnel file
- Ensure personal health/vaccination information is kept in a secure manner and only used when required

### **Grey Bruce Health Unit:**

519-376-9420 or 1-800-263-3456;

Monday to Friday 8:30 A.M.- 4:30 P.M.

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## **8. Staff contact**

Identify who at your organization staff should contact with questions about the policy, to request accommodation, or for more information about how to comply with the policy. The policy should also indicate the person to whom workers should provide proof of vaccination.

## **9. Continued adherence to COVID-19 prevention measures**

Vaccination does not replace the need for strict adherence to established COVID-19 public health measures. Employers must continue to implement all COVID-19 prevention measures for their sector outlined in provincial guidelines and Grey Bruce Health Unit guidance including, but not limited to: screening, physical distancing, wearing of masks and eye protection, hand hygiene, infection prevention and control, and a COVID-19 safety plan.

## **Additional Resources:**

Available on the Grey Bruce Health Unit's website at:

<https://www.publichealthgreybruce.on.ca/COVID-19/Workplaces>

## Leaves of Absence

### Unpaid, job-protected infectious disease emergency leave

#### Who can take this leave?

Employees can take **unpaid** infectious disease emergency leave (IDEL) if they will not be performing the duties of their position because of any of the following reasons:

- The employee is under medical investigation, supervision or treatment related to COVID-19
- The employee is following a COVID-19 related order issued under section 22 or 35 of the [Health Promotion and Protection Act](#).
- The employee is in quarantine, isolation or is subject to a control measure in specific circumstances
- The employer is concerned the employee may expose other individuals in the workplace to COVID-19
- The employee is providing care or support to a specified family member because of a matter related to COVID-19 (e.g. school or day care closures)
- The employee is directly affected by certain COVID-19 travel restrictions.
- The employee is subject to an order that relates to COVID-19 under the *Reopening Ontario (A Flexible Response to COVID-19) Act, 2020* (ROA)



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## **COVID-19: Vaccination Policy**

### **1. Policy Statement**

The health and safety of Township of Southgate employees and our community is a priority. The Township of Southgate is committed to taking every precaution reasonable in the circumstances for the protection of the health and safety of workers from the hazard of COVID-19. Vaccination is a key element in the protection of Township employees and the public against the hazard of COVID-19.

### **2. Purpose**

The purpose of this policy is to outline the Township's expectations with regards to COVID-19 immunization of employees, students, volunteers, Council and Committee members. All eligible employees are required to provide proof of full COVID-19 vaccination as a critical control measure for the hazard of COVID-19, unless it is medically contraindicated. It is crucial as a municipality that we maintain the highest level of employee health and safety, continuity of the public services we provide, minimize the possibility of service interruptions and ensure the public's confidence during direct customer service contacts, that employees are protected by double vaccinations, in addition to the COVID-19 protocols we have in place.

### **3. Scope**

This policy applies to all Township of Southgate employees, students and volunteers as well as Council and Committee members that attend Township facilities. For the purpose of this policy only, reference to "employees" shall also be read to include students, volunteers, Council and Committee members. Employees shall include all statuses including but not limited to fulltime, parttime, seasonal, casual and contract.

New Township of Southgate employees are required to provide proof of vaccination against COVID-19 or accommodation documentation as a condition of being hired by the Township of Southgate.

### **4. Definitions:**

- a. **COVID-19** refers to a virus belonging to a large family called coronavirus, which includes the virus that causes the common cold and more severe respiratory diseases. The virus that causes COVID-19 is a novel coronavirus, named SARS-CoV-2.
- b. **Vaccine** is a substance used to stimulate the production of antibodies and provide immunity against specific diseases.
- c. **Employer** for the purpose of this policy is the Township of Southgate.
- d. **Fully Vaccinated** an individual is considered fully vaccinated 14 days after receiving their second dose of an approved two-dose COVID-19



vaccine series or their first dose of an approved one-dose COVID-19 vaccine. Mixing of vaccines are considered fully vaccinated as long as both doses have been administered within recommended timelines.

- e. **Approved vaccine** is a vaccine series that has been approved by Health Canada. At the time of this policy creation, the following are considered approved vaccines:
  - i. **AstraZeneca (2 doses)**
  - ii. **Moderna (2 doses)**
  - iii. **Pfizer-BioNTech (2 doses)**
  - iv. **Janssen (Johnson & Johnson) (1 dose)**
- f. **Employees** for the purpose of this policy only includes employees of all statuses (fulltime, parttime, seasonal, casual, contract), students, volunteers, Council and committee members that attend in person meetings and events.
- g. **Unvaccinated** means having not had a COVID-19 vaccine or having only a partial vaccine series.

## **5. Background and Current Situation**

Full vaccination has been shown to be effective in reducing COVID-19 virus transmission and protecting vaccinated individuals from severe consequences of COVID-19 and COVID-19 variants including the Delta variant currently circulating in Ontario.

Given the continuing spread of COVID-19, including the Delta variant within Ontario, the compelling data demonstrating a higher incidence of COVID-19 among the unvaccinated population and the increasing levels of contact between individuals as businesses, services, and activities have reopened, it is important for all Township employees be fully vaccinated in order to protect themselves against serious illness from COVID-19 as well as to provide indirect protection to others, including colleagues.

## **6. Responsibilities**

- a. **Employer**
  - As per section 25(2)(a) of the Occupational Health and Safety Act, the employer shall "provide information, instruction and supervision to a worker to protect the health and safety of the worker";
  - As per Section 25(2)(h) of the Occupational Health and Safety Act, the employer shall "take every precaution reasonable in the circumstances for the protection of a worker";



- All levels of management are responsible for the administration of this Policy; and
  - The employer will support employees in obtaining their COVID-19 vaccination by allowing reasonable arrangements to be made to allow staff to attend COVID-19 vaccination clinics during work hours.
- b. Managers & Supervisors**
- Lead by example;
  - Ensure employees complete any required education or training about COVID-19, including vaccinations and safety protocols;
  - As per Section 27(2)(c) the Supervisor shall "take every precaution reasonable in the circumstances for the protection of a worker";
  - Ensure that employees are aware of the importance of getting vaccinated against COVID-19;
  - Where feasible, support time from regular duties for staff to attend vaccination;
  - Follow and comply with any federal or provincial mandates or directives regarding the vaccination of staff; and
  - Continue to enforce workplace precautions that limit the spread of COVID-19 virus.
- c. Human Resources**
- Assist management with any labour relations and health and safety issues arising from application of this policy;
  - Provide information and guidance to leaders and employees on COVID-19 immunization as requested;
  - Receive immunization records and track all employees' vaccination status;
  - Confidentially track employee proof of vaccination, medical exemption as well as the completion of mandatory education session for unvaccinated employees;
  - Provide disability management services for staff as required;
  - Provide staff with access to information on COVID-19, health and safety precautions, and on the value of the COVID-19 vaccine;
  - Provide staff information on location and scheduling of vaccination clinics when available; and
  - Support and participate in discipline meetings as required.
- d. Employees**
- Review provided information and remain informed about COVID-19 and COVID-19 immunization as it relates to their role, personal health and/or professional requirements;



- Continue to follow health and safety protocols to ensure personal safety and prevent the spread of COVID-19 before and after vaccination;
- Provide proof of vaccination or accommodation documentation to Human Resources by specified dates;
- Adhere to any federal or provincial mandates or directives requiring vaccination;
- Complete any required Health and Safety education or training about COVID-19, including regarding vaccinations and safety protocols.
- Identify opportunities to obtain COVID-19 vaccination through community clinics or from health care professionals;
- If multiple doses of the vaccine are required, ensure subsequent doses are also received within the recommended timeframe; and
- All new hires of the Township of Southgate shall provide proof of vaccination prior to beginning employment with the Township.

## **7. Vaccination Requirement**

The Township of Southgate requires all employees who are able to become vaccinated against COVID-19, to provide proof of vaccination by **October 31, 2021**.

## **8. Vaccination Process and Timelines**

- September 20, 2021
  - Employees must provide proof of vaccination or written accommodation request in accordance with below sections.
- September 30, 2021
  - Employees must provide proof of vaccination of at least their first vaccination or written accommodation request if not previously provided.
  - Employees that have not provided proof of vaccination must attend a mandatory Health & Safety training session about COVID-19 by this date.
  - Employees that have provided written accommodation requests must attend a mandatory meeting with Human Resources by this date.
- October 31, 2021
  - Employees must provide proof they are fully vaccinated.
  - Written accommodation requests will be addressed (approved / not approved) before this date.
- November 15, 2021
  - Approved accommodation requests will have agreed upon accommodations in place by this date.



- Rejected accommodation requests will have a written agreement between employee and employer on actions to be taken with dates assigned by this date.
- Those that are not fully vaccinated and do not plan to do so, have not provided proof of vaccination or have not provided written accommodation request by this date will be placed on an unpaid leave of absence.

## **9. Proof of Vaccination**

The Township of Southgate requires proof of vaccination from all employees.

Proof of Vaccination will be in the form of the COVID-19 Vaccine Receipt that is currently available from the [provincial booking portal](#) or can be obtained by calling the Provincial Vaccine Booking Line at 1-833-943-3900. If/when the Government of Canada or the Province of Ontario release an approved form of Proof of Vaccination such as a Vaccination Card, this will also be accepted as a form of proof.

Proof of vaccination is to be submitted to Human Resources directly and will be kept confidential in a Human Resources file. The Township will maintain vaccination disclosure information, in accordance with privacy legislation. This information will only be used to the extent necessary for implementation of this policy, for administering health and safety protocols, and infection and prevention control measures in the workplace.

## **10. Accommodations**

### **a. All Accommodations**

- All accommodation request must be in writing and sent to Human Resources.
- All accommodation requests will be reviewed by Human Resources and required senior management in order to evaluate what accommodations can be made.
- All approved accommodations will require regular Rapid Antigen Testing by the employees with negative results confirmed by Human Resources or supervisor/manager.
- All approved accommodations are subject to additional safety protocols including greater isolation rules.
- Anyone who has not provided proof of vaccination, including accommodation requests must attend mandatory Health & Safety education training about COVID-19.

### **b. Ontario Human Rights Code (OHRC) Accommodations**



- Employees who are not able to obtain a COVID-19 vaccine for a reason related to a protected ground set out in the Ontario Human Rights Code can request accommodation by requesting in writing and cooperating in the accommodation process as set out in the Township's Policy #82 Accommodation and Safe Return to Work Policy.
- In the case of a request for a medical accommodation, medical documentation from a physician or nurse practitioner must be provided, including whether a medical reason is permanent or time-limited and what that time limit is.
- The Township commits to working with employees with OHRC to provide accommodation until undue hardship.

**c. Other Accommodations**

- Accommodation requests not related to medical reasons supported by a Medical professional report or by an Ontario Human Rights Code ground must provide written justification from the employee on how that employee can deliver on their job description and their responsibilities in all aspects of the duties and actions in the workplace they will take related to common work spaces, equipment use, dealing with members of the public, etc. The request must include how the employee will respect and protect the safety of all co-workers they may come into contact with in the workplace in relation to COVID-19 transmission and outbreak health and safety concerns.

**11. Support for Vaccinations**

- The Township's Vaccination policy supports employees in obtaining their COVID-19 vaccination.
- Grey Bruce Health Unit is asking workplaces to help encourage vaccination by creating a supportive environment that makes it easier for workers to get vaccinated.
- Reasonable arrangements, if operationally feasible, will be made to allow for staff to attend COVID-19 vaccination clinics during work time.
- Employees will ensure awareness and approval from their supervisor in advance before attending a clinic during work time.
- Supervisors will ensure continued flexibility in scheduling staff to attend vaccination appointments. All efforts should be made to allow the employee to use time at the beginning or end of their shift day or to extend lunch and break times as operationally feasible with work schedules to attend vaccination clinics.
- Employees will be provided paid sick time to go get their vaccine up to a maximum of three (3) hours per visit.



- The Township of Southgate has been working with Grey Bruce Health Unit to organize frequent, local vaccination events in Dundalk and the surrounding communities.

## **12. Continued Compliance with all Health and Safety Precautions**

Unless a legislated or regulatory exemption applies, all Township of Southgate employees are expected and required to continue to comply with applicable health and safety measures to reduce the hazard of COVID-19, including but not limited to compliance with established workplace access controls (e.g. screening), wearing a mask or face covering, using provided PPE, maintaining appropriate physical distancing and self-monitoring of potential COVID-19 symptoms when at work or otherwise engaged in Township business.

Employees who remain unvaccinated due to a substantiated Human Rights Code related accommodation request, may be required to take additional infection and prevention control measures, including providing proof of a negative COVID-19 test, as well as self-isolate if exposed to COVID-19.

## **13. Ongoing Monitoring and Assessment of COVID-19 Workplace Safety Measures**

The Township will continue to closely monitor its COVID-19 risk mitigation strategy and the evolving public health information and context, to ensure that it continues to optimally protect the health and safety of employees in the workplace and the public that they serve. To that end, and in consultation with Grey Bruce Public Health and occupational health and safety experts, the Township will continue to assess other available workplace risk mitigation measures, including, for example, requiring proof of a negative COVID-19 test, etc. If it is determined that additional precautions are necessary, the Township may decide to deploy new measures (including at an individual level) to protect employees and the public from COVID-19, and may amend this policy accordingly and/or communicate the required precautions to impacted employees.

## **14. Continued Diligence**

- All employees are reminded to continue to practice Public Health measures to control spread regardless of vaccination status.
- Employees must adhere to the health and safety protocols at all times while in the workplace, including handwashing, physical distancing where possible and the use of Personal Protective Equipment as required by their position and task.



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**15. Consequences of Non-Compliance with Policy**

Employees who do not comply with this policy may be subject to discipline, up to and including dismissal.



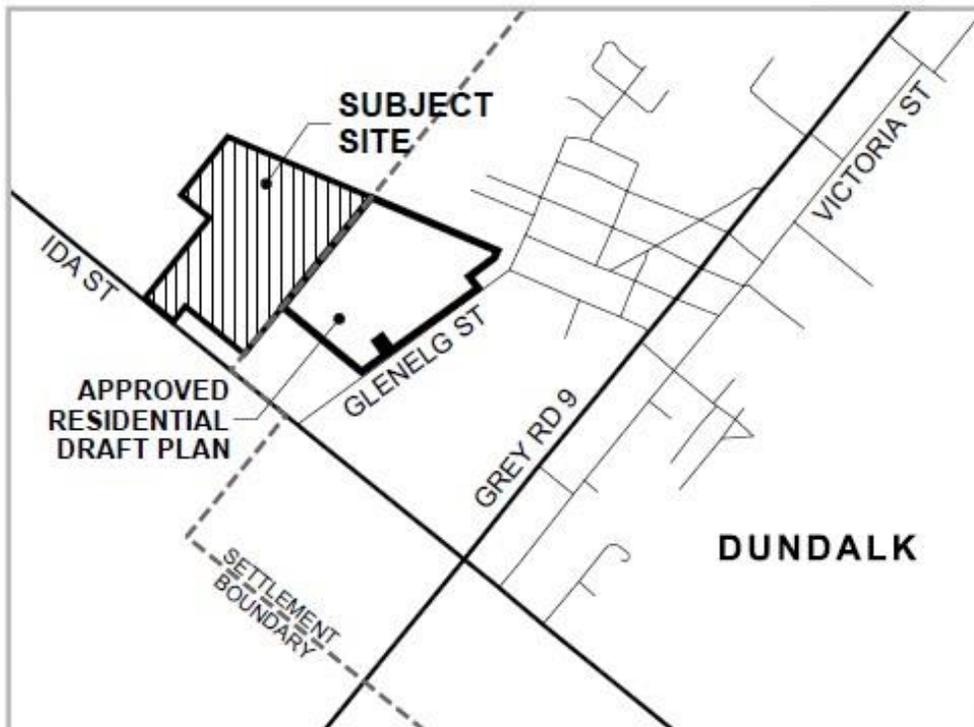
## Staff Report PL2021-079

**Title of Report:** PL2021-079-Flato Glenelg Support resolution  
**Department:** Clerks  
**Branch:** Planning Services  
**Council Date:** September 15, 2021

**Recommendation:**

**Be it resolved that** Council receive Staff Report PL2021-079 for information; and  
**That** Council consider passing a resolution of support for the County Official Plan amendment expanding the settlement area of Dundalk for the Project know as Flato Glenelg phase II.

**Property Location: Flato 231 Glenelg St (Phase II)**



The hatched area above is the area that is required to be brought into the settlement area boundary of Dundalk.

**Subject Lands:**

The subject lands are situated to the north of the Glenelg Street Flato subdivision phase I. They are legally described as PART OF LOTS 225 AND 226 CONCESSION 2, SOUTHWEST OF THE TORONTO AND SYDENHAM ROAD

TOWNSHIP OF SOUTHGATE, COUNTY OF GREY. The lands are approximately 18.36ha. The lands have frontage on Corbett Street and Atchison Avenue through phase I of the subdivision.

### **Background**

In 2020 the Township received zoning application C21-20 and Official Plan Amendment OPA 3-20. At the same time, the County of Grey received an Official Plan amendment and draft plan of subdivision. These applications were in support of a proposed 155 lot plan of subdivision on the subject lands noted above (attachment #1). A link to the zoning file is available at the following link:

<https://www.southgate.ca/en/municipal-services/planning-applications-public-notice.aspx#C21-20-Southgate-Meadows-Inc-Glenelg-Phase-2>

A joint virtual public meeting was held on January 27<sup>th</sup>, 2021 at 1pm.

The approval of these applications following complete applications, must be done in a particular sequence before development can proceed.

### **The Approval Process**

1. The County must approve the County Official Plan Amendment for the Settlement area Expansion.
2. The Township must adopt the Local Official Plan Amendment expanding Dundalk.
3. The County must approve the Township Official Plan Amendment.
4. If supported, The Township must recommend conditions of Draft Plan approval to the County of Grey.
5. If the subdivision application receives draft plan approval from the County of Grey, A Zoning By-law amendment is approved by the Township of Southgate with a hold provision, pending a subdivision agreement and servicing allocation by-law.
6. A subdivision agreement and pre servicing agreement are entered into and if servicing is available, an allocation by-law is passed.
7. The holding symbol is removed
8. A Clearance letter is issued once all draft plan conditions are satisfied
9. The draft plan receives final approval from the County of Grey and it is registered.
10. Apply for building permits

### **Staff Comments**

Currently we are in Stage 1 of the approval process. The Provincial Policy Statement requires that prior to a boundary expansion, a comprehensive review must be completed in order to justify and demonstrate the need for the boundary expansion of the settlement area.

This comprehensive review was completed by MHBC and together with the County of Grey update to the County growth management study, have determined that there is sufficient need for additional lands to be designated as residential over the next 25 years (2046). The study results determined that there was a need for 185 additional residential units. With the approval of this Official Plan Amendment there would be 30 residential units of growth left for any expansion plans elsewhere in Dundalk. This number may be revised in future with further evidence from growth such as census data.

**Servicing**

Should the County approve this expansion to the settlement area, it should be made very clear to Council that continued expansion puts the Township at greater risk of not being able to service the approved developments. If this occurs, development will stop until Southgate Township installs additional servicing capacity. The longer the Township waits, the more expensive this investment in servicing capacity will cost.

Including this proposed subdivision, and additional units of Flato East and White Rose phase III, there are approximately 434 units that require wastewater and water services. At the present time the Township has no additional sewer capacity.

In staff's opinion, future expansion of the settlement area for residential, Commercial, and Industrial is in jeopardy without new investment in increasing the sewage servicing capacity. Without additional capacity, the Township is unable to service any Ecopark expansion on the Township owned lands adjacent to highway 10. The County may not approve this expansion without additional servicing being made available.

**Concluding Comments**

The County of Grey requires a resolution of support from Southgate Council before it will approve stage 1, the settlement area expansion for the development. Following that, subsequent reports will be brought before Council regarding the draft plan, LOPA and Zoning bylaw amendment. Staff recommend that Council support the boundary expansion, but recommend Council increase the priority of expanding its servicing capacity to avoid a slowdown or stop of development.

Respectfully Submitted,

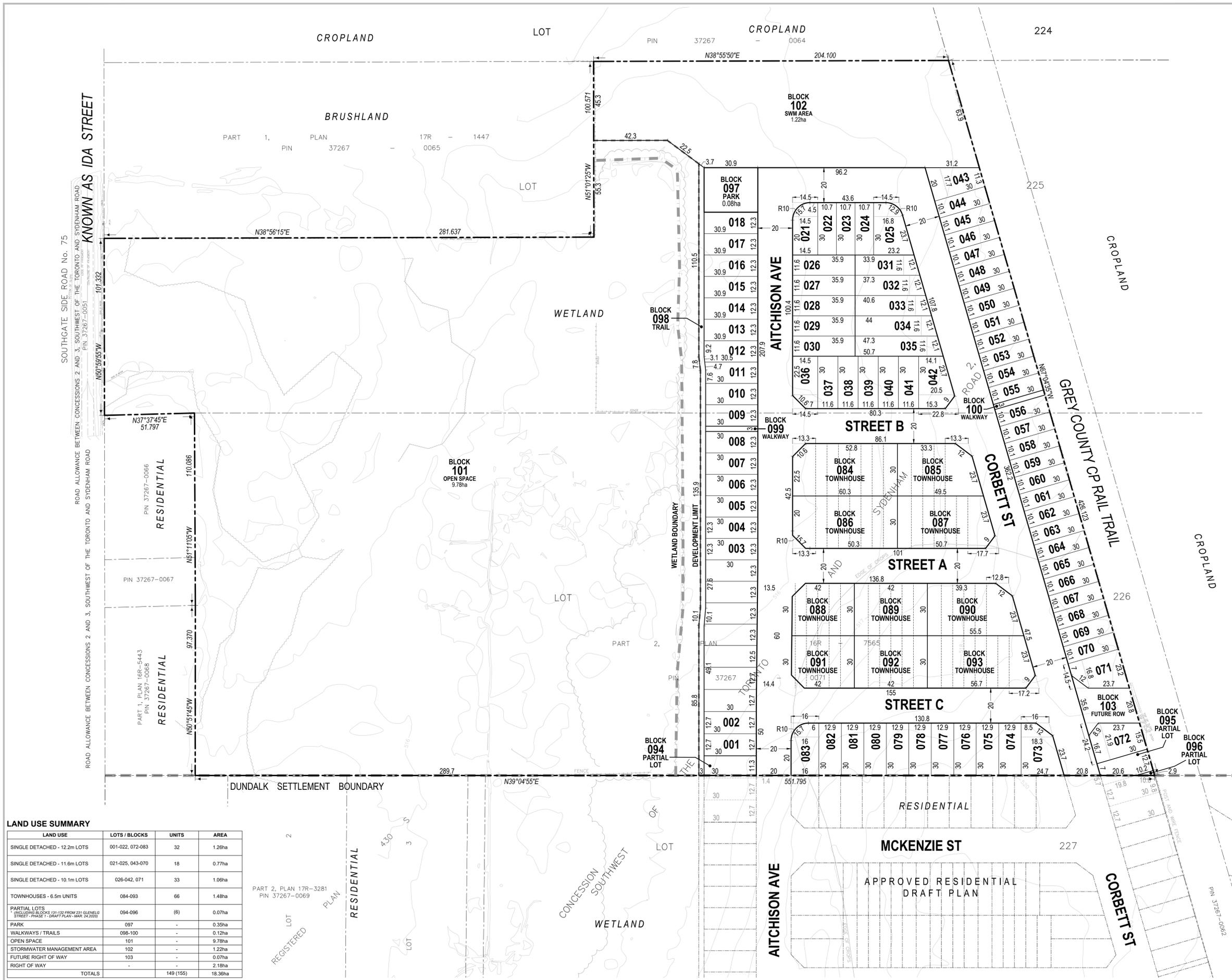
**Municipal Planner:** Original Signed By  
Clinton Stredwick, BES, MCIP, RPP



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

**Attachments:**

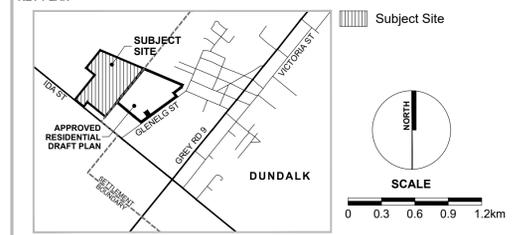
- 1. Proposed Draft Plan of Subdivision



**LEGAL DESCRIPTION**  
 PART OF LOTS 225 AND 226  
 CONCESSION 2, SOUTHWEST OF THE TORONTO AND SYDENHAM ROAD  
 TOWNSHIP OF SOUTHGATE  
 COUNTY OF GREY

**OWNER'S CERTIFICATE**  
 I HEREBY AUTHORIZE MACNAUGHTON HERMSEN BRITTON CLARKSON PLANNING LIMITED  
 TO SUBMIT THIS PLAN FOR APPROVAL.  
 DATE: \_\_\_\_\_ SHAKIR REHMATULLAH - PRESIDENT  
 2358737 ONTARIO INC.

**SURVEYOR'S CERTIFICATE**  
 I HEREBY CERTIFY THAT THE BOUNDARIES OF THE LAND TO BE SUBDIVIDED ON THIS PLAN  
 AND THEIR RELATIONSHIP TO THE ADJACENT LANDS ARE ACCURATELY AND CORRECTLY  
 SHOWN.  
 DATE: \_\_\_\_\_ DAN DZALDOV - OLS  
 SCHAEFFER DZALDOV BENNETT LTD.  
 P: 416-987-0101



**LEGEND**

— RIGHT OF WAY LINE  
 — BLOCK LINE  
 — LOT LINE

--- PROJECT BOUNDARY LINE  
 - - - PARCEL FABRIC

REVISION No.	DATE	ISSUED / REVISION	BY
ADDITIONAL INFORMATION REQUIRED UNDER SECTION 51(17) OF THE PLANNING ACT R.S.O. 1990 C.P.13 AS AMENDED			
A. AS SHOWN	E. AS SHOWN	J. AS SHOWN	
B. AS SHOWN	F. AS SHOWN	K. ALL MUNICIPAL SERVICES AS REQUIRED	
C. AS SHOWN	G. AS SHOWN	L. AS SHOWN	
D. 83 SINGLE DETACHED LOTS & 64 TOWNHOUSE UNITS	H. MUNICIPAL WATER SUPPLY L. LOAD/SILT LOAD		

**PLANNING URBAN DESIGN & LANDSCAPE ARCHITECTURE**  
**MHBC PLANNING**

113 COLLIER STREET  
 8 ARIEL - ON - L4M 1H2  
 P: 705 728 0045 F: 705 728 2010  
 WWW.MHBCPLAN.COM

STAMP	DATE
	AUGUST 8, 2021
FILE No.	15184H
SCALE	1:1,000 (ARCH D)
DRAWN BY	M.M.
CHECKED BY	K.M.
OTHER	

**PROJECT**  
**231 GLENELG STREET PHASE 2**  
 2358737 ONTARIO INC.  
 3621 HIGHWAY 7 EAST, SUITE 503  
 MARKHAM, ON L3R 0G6  
 P:(905) 479-9292 F:(905) 429-9165  
 WWW.FLATOGROUP.COM

**FILE NAME** DRAFT PLAN OF SUBDIVISION **DWG No.** 1 of 1



**LAND USE SUMMARY**

LAND USE	LOTS / BLOCKS	UNITS	AREA
SINGLE DETACHED - 12.2m LOTS	001-022, 072-083	32	1.26ha
SINGLE DETACHED - 11.6m LOTS	021-025, 043-070	18	0.77ha
SINGLE DETACHED - 10.1m LOTS	026-042, 071	33	1.06ha
TOWNHOUSES - 6.5m UNITS	084-093	66	1.48ha
PARTIAL LOTS (INCLUDING BLOCKS 131-132 FROM 231 GLENELG STREET - PHASE 1 - DRAFT PLAN - MAR 24 2020)	094-096	(6)	0.07ha
PARK	097	.	0.35ha
WALKWAYS / TRAILS	098-100	.	0.12ha
OPEN SPACE	101	.	9.78ha
STORMWATER MANAGEMENT AREA	102	.	1.22ha
FUTURE RIGHT OF WAY	103	.	0.07ha
RIGHT OF WAY	.	.	2.18ha
<b>TOTALS</b>		149 (155)	18.36ha

PART 2, PLAN 17R-3281  
 PIN 37267-0069



## Staff Report PL2021-079

**Title of Report:** PL2021-032-Wilders Lake Subdivision  
**Department:** Clerks  
**Branch:** Planning Services  
**Council Date:** April 21, 2021

**Recommendation:**

**Be it resolved that** Council receive Staff Report PL2021-079 for information; and  
**That** Council consider approval of Zoning By-law 2021-137 at the next Council meeting; and  
**That** Council direct staff to prepare a report regarding a mandatory inspection program and how it might be implemented to inspect pre-existing septic systems conditions as future safeguards to protect Wilder Lake; and  
**That** Council direct staff to investigate limiting motorized boats on the lake, if we have those enforcement powers; and  
**That** Council direct staff to investigate preparing a Township wide illumination by-law to address Dark Sky policies for future development.

**Property Location: 263512 Southgate Road 26**



**Subject Lands:**

The subject lands are described as Con 21 Pt lots 2,3 and 4 RP 16R6386 Pts 1,2 & 3 in the Geographic Township of Egremont, Township of Southgate. The lands are approximately 48.96 ha (121 acres) in size. The lot has proposed accesses from Southgate Road 26. The lands are further described as 263512 Sg Road 26. The section proposed for development is approximately 21.10 hectares (52 acres±).

**The Proposal:**

Twenty-nine (29) estate residential lots are proposed to be developed along both sides of the road frontage with an average lot area of .4 hectares (1 acre). A lot which includes the golf course buildings will also be created and included as part of the draft plan of subdivision. The remaining 27.86 ha will be the golf course lands and will continue to be used as a golf course. The proposed development will include three open space blocks and grassed swales for stormwater management purposes. The open space blocks 30,31,32 will contain three stormwater retention ponds, two new ponds and one existing wet pond). The swales will provide for preliminary infiltration and filtration of stormwater.

(Figure 1 from Cuesta Planning Report)



Each lot will be serviced individually via drilled wells and septic systems. The large lots will ensure the services can be accommodated adequately.

Development setbacks have been established in accordance with the findings of the Environmental Impact Assessment (EIA). The EIA also includes a planting plan for trees and special vegetation species to enhance protection of on-site natural heritage features.

The site is intended to be developed in two phases. The first phase will include the internal road from the entrance to the site, east to the lake and the portion of road parallel to the lake. The lots along this portion of frontage will be included in the first phase along with all stormwater features. Phase two will complete the looped roadway and include the remainder of the lots.

**Background:**

In 2018 and 2019 the applicant pre-consulted with the Township of Southgate and County of Grey regarding studies that would be required. In January of 2020 application C1-20 was received and deemed complete. Studies that accompanied the Draft Plan of Subdivision include and Archeological study stage 1 and 2, An Aggregate Potential Opinion letter, An Environmental Impact Assessment, a Stormwater Management Report, a Visual Impact Study, a Planning Justification Report, a Hydrogeological Report and Servicing Study.

A virtual public meeting was held on September 23, 2020.

The Hydro Geological Report was also peer reviewed on behalf of the Township and County by Burnside Engineering.

Supporting documents and comments received are posted on the website and are available at:

<https://www.southgate.ca/en/municipal-services/planning-applications-public-notices.aspx#C1-20-H-Bye-Construction-Wilder-Lake-Subdivision>

Planning Report PL2021-032 was presented to Council on April 21<sup>st</sup> with recommended draft plan conditions. (Attachment #2)

On July 8<sup>th</sup>, 2021 the County of Grey granted draft plan approval (Attachment #3) in early August the County issued a notice that no appeals had been received.

**Discussion:**

The draft plan conditions are included with Attachment #3. Some important conditions that have been included to address comments received at the public meeting include condition # 3 which requires the subdivision agreement to be registered on title of each lot within the draft plan.

Condition #7 requires that the ownership and maintenance of the Stormwater management blocks and the dock block be established as common elements through a condominium exemption process with the lots being parcels of tied land.

This will also be recognized in the subdivision agreement, with the Township retaining function maintenance easements on the storm ponds.

Condition #9 requires that the subdivision be zoned appropriately and that the zoning have a holding provision, to be removed upon entering into the subdivision agreement and registration of said agreement.

Condition #12 spells out certain provisions that are to be included in the subdivision agreement. These provisions include inclusion of the recommendations of the Environmental Impact Assessment, the Visual Impact Study and the provision of a landscaped plan including a tree planting and retention plan using tree species that are natural to Ontario.

One of the important provisions to addressing neighbouring concerns is 12(i) which requires the subdivision agreement to include an Environmental Management Plan (EMP) which will serve as a land stewardship document for future landowners. It includes provisions such as limiting or prohibiting fertilizers to limitations/setbacks on shoreline clearing adjacent to the lake. It also speaks to minimizing any potential impacts to the lake associated with using the lake for recreational purposes. For a full list see the condition in Attachment 3.

Condition 15 (c) also requires that the subdivision agreement include a provision that all outdoor lighting and streetlights be designed to minimize the impact on dark skies.

### **County of Grey Official Plan**

The County of Grey has approved the draft plan with conditions, within the Inland Lakes and Shoreline designation.

### **Township Official Plan**

The Township of Southgate Official Plan designates the subject lands as "Inland Lakes and shoreline" area. The proposal is consistent with this designation and the required studies have been provided.

### **Zoning By-law**

The lands are currently zoned C5-45 and Environmental Protection (EP). The permitted uses of the C5 zone are below

## **"Section 19: Recreational Commercial Zone (C5)**

### **19.1 Permitted Uses**

- (a) Marinas, Outdoor Recreation Use, Place of Entertainment, Eating Establishment, Tourist Establishment, Private Park, Private Outdoor Recreational Use, Recreational Use, Private Boat Club Facility, Private Club, Clubhouse, Driving Range, Miniature Golf Course, Assembly Hall, Recreational Camp Facility.

(b) Uses, buildings and structures accessory to a permitted use.”

The permitted uses of the exception zone are as follows:

**“C5-45** Lands within the Recreational Commercial (C5-45) Zone, being Part of Lots 2 and 3, Concession 21, (in the former Township of Egremont) and shown on Schedule “3”, shall, permit, in addition to the permitted uses of the “C5” Zone, a “Lodge, Retail Store accessory to a Golf Course and Eight Housekeeping Cottages” Any extension or enlargement of the “Lodge, Retail Store accessory to a Golf Course and Eight Housekeeping Cottages” shall require an amendment to this By-law.”

The subdivision has been designed so that most of the lots comply with the R5 zone provisions. There are three exceptions however which will require relief from the frontage provisions of the R5 zone. The three stormwater management blocks are proposed to be zoned as Open Space.

While it is suggested that the Environmental Protection Zone (EP) zone along the waterfront be modified to allow for small sheds and structures, Township staff are of the opinion that no buildings, structure or site alteration should occur within the EP zone along the waterfront. This is largely to comply with the recommendations of the visual impact study. Once the cabins have been removed tree planting is to occur to fill in the gaps in the tree screen.

Given the increased development on private services, it is recommended that the C5-45 exception zoning be amended to remove the cottages and lodge from the list of permitted uses.

To address some of the concerns of the residents and place limits on rural development on private services, it is also recommended that all of the residential lots be zoned to prohibit secondary units and short-term accommodation such as bed and breakfasts and Air BnB’s.

The draft plan conditions also require that all of the Residential Zones be zoned with a holding symbol to be removed upon registration of the agreement on title.

**Discussion regarding health conditions of surrounding the lake:**

Some of the residents have indicated that the lake is experiencing some distress even prior to development including some Golden Brown Algae.

While this current issue is not an issue as far as the new subdivision is concerned because of the environment impact mitigation requirements of the development to protect the lake, the Township can help to resolve it. To address this issue, it is staff’s opinion that the Township should consider a mandatory septic system inspection and pumping program for the existing residents on the lake, as well as the future inspections and pumping of all the new lots in the proposed subdivision.

This will assist in reducing any potential run off from septic systems and the deterioration of the lake water quality. If Council support this approach, staff will present a report on how such a program could be implemented and funded.

**Night Lighting and Dark Sky preservation:**

The Township Engineering Standards Require all newly installed development lighting to be Dark Sky compliant. This can be further enforced as a condition within the Subdivision Agreement and is a condition of the draft plan approval. In addition, to the proposed residential units to be constructed, it is staff’s recommendation that the existing lighting around the Homestead clubhouse and dock lighting be examined for dark sky compliance and be required as part of the subdivision agreement to replace the lighting to reflect the Township and neighbours desire to preserve dark skies.

To further remove this issue as solely an issue for the Wilder Lake area, if Council so desires, an illumination by-law can be prepared and brought forward to cover the entire Township rather than just one specific area. Staff have included an example of such a by-law as Attachment #4.

**Lake Recreation Use:**

There has been concern about recreational boating and the potential increase of boaters on the lake. This may happen with the increase in the number of lots in the area. Some residents have requested that the Township designate the lake as a non-motorized lake. This would reduce noise from engines and jet skis as well as increase the safety on the lake. If Council desires to explore this option, to address this concern, staff would recommend that it be done as a separate process starting with finding out if we have the legal right to enforce, providing information signage to educate or do we want to have those enforcement powers when we do not have the equipment or training to operate on the water to enforce such a by-law or have the OPP take this responsibility. Prior to introducing a by-law we should complete a survey of all the present and future residents surrounding the lake regarding motorized vehicle use on Wilder Lake.

**Conclusions**

Based on the policy review conducted in the previous report (Attachment #2) 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 and the Township of Southgate Official Plan and implements the conditions of the Draft Plan. It is therefore, recommended that the zoning by-law amendment be approved.

Respectfully Submitted,

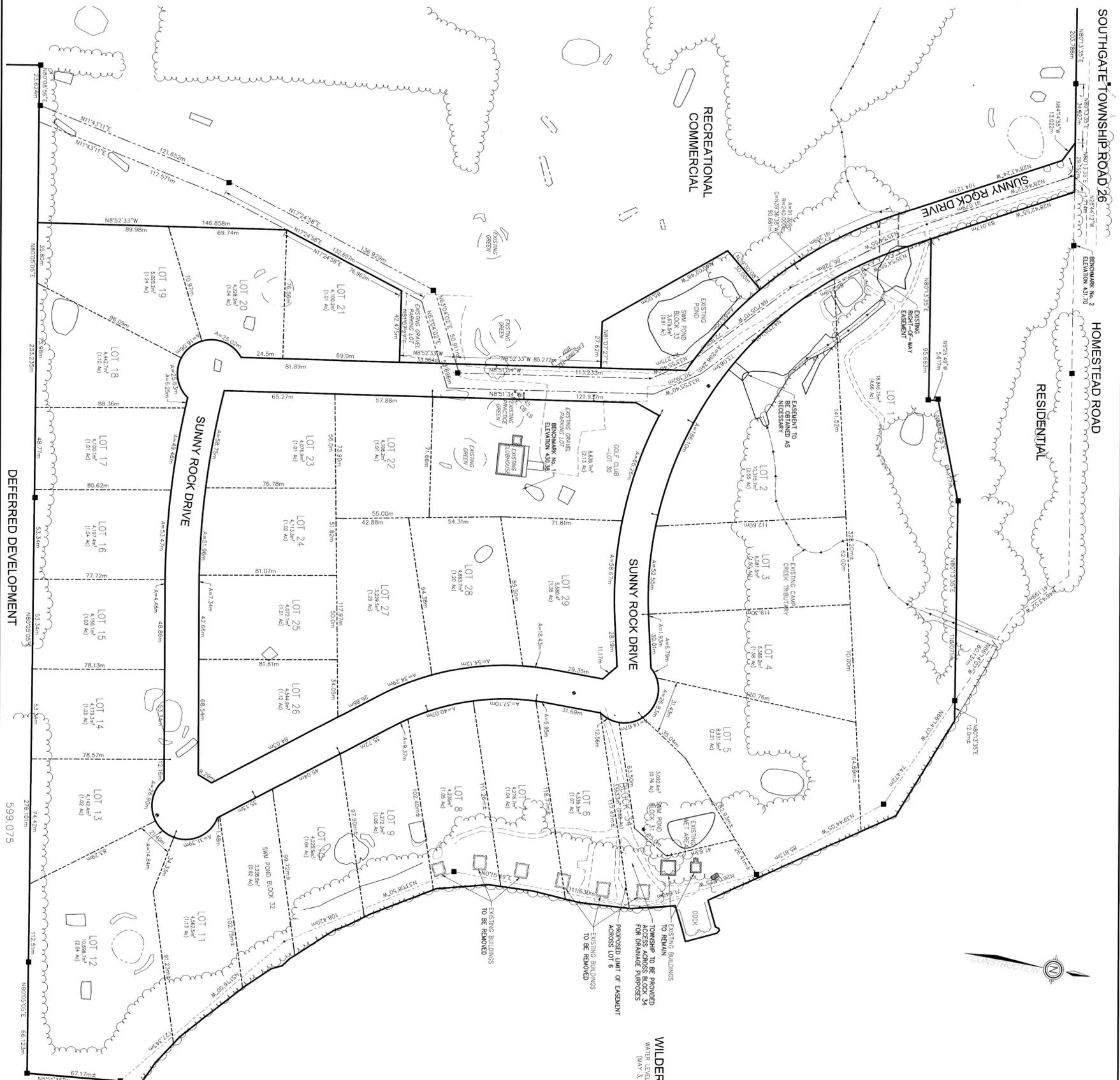
**Municipal Planner:** Original Signed By  
Clinton Stredwick, BES, MCIP, RPP



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

**Attachments:**

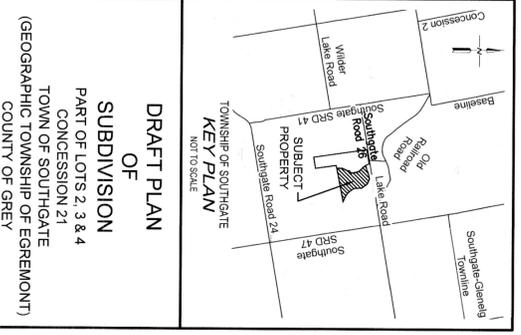
1. Draft Plan of Subdivision
2. Staff Report PL2021-032
3. Draft Plan approval from the County of Grey
4. Lake of Bays illumination By-law



DESCRIPTION	LOTS/BLOCKS	UNITS	AREA (ha)
SINGLE DETACHED FAMILY RESIDENTIAL	1-29	29	16.19 ha
SIM POND BLOCKS	31, 32, 33	3	1.01 ha
GOLF CLUB - LOT 30		1	0.89 ha
DOCK		1	0.36 ha
EASEMENTS	34	1	0.03 ha
ROADS		2	2.69 ha
TOTAL		35	21.12 ha

- PLANNING ACT SEC 51 (17)**
- a) See plan
  - b) See plan
  - c) See plan
  - d) Single Family
  - e) See plan
  - f) See plan
  - g) See plan
  - h) Individual drilled wells
  - i) Silty sand and gravel
  - j) See plan
  - k) Hydro, telephone, fire and police protection, ambulance
  - l) None

**WILDER LAKE**  
 WATER LEVEL = 422.93  
 (MAY 3, 2019)



**DRAFT PLAN OF SUBDIVISION**  
 PART OF LOTS 2, 3 & 4  
 CONCESSION 21  
 TOWNSHIP OF SOUTHGATE  
 (GEOGRAPHIC TOWNSHIP OF EGREMONT)  
 COUNTY OF GREY

**OWNERS CERTIFICATE**  
 I, THE SIGNED OWNER OF THESE LANDS, HEREBY AUTHORIZE GM BLUEPLAN ENGINEERING LIMITED TO SUBMIT THIS DRAFT PLAN FOR APPROVAL.

**SURVEYOR'S CERTIFICATE**  
 I HEREBY CERTIFY THAT THE CORNERS AND BENCHMARKS SHOWN ON THIS PLAN AND REFERRED TO THEREIN ARE ACCURATELY AND CORRECTLY LOCATED AND IDENTIFIED BY ME OR UNDER MY SUPERVISION AND IN ACCORDANCE WITH THE SURVEY ACT, R.S.O. 1990, CHAPTER 193.

**BENCHMARKS:**  
 BENCHMARK No. 1 - ELEVATION 430.38m  
 TOP OF CASING ON EXISTING WELL LOCATED NEAR THE NORTH EAST CORNER OF THE EXISTING CLUBHOUSE BUILDING.  
 BENCHMARK No. 2 - ELEVATION 431.70m  
 TOP OF 18" LOCATED APPROXIMATELY 40m EAST OF THE CENTRE OF THE EXISTING ACCESS ROAD TO THE SUBJECT PROPERTY.

THE POINTS OF POLE LINE CONCRETE WAS BEING SAVED AND OTHER INFORMATION ON THE CONTRACT DRAWINGS AND SPECIFICATIONS DOCUMENTED. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL POINTS AND STRUCTURES AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THEM.

NO.	DATE	REVISION DESCRIPTION	CHNO
1	10/28/19	ISSUED FOR REVIEW	IEE
2	12/02/19	ISSUED FOR DRAFT PLAN APPROVAL	IEE
3	3/18/21	RESUBMITTED FOR DRAFT PLAN APPROVAL	IEE
4	3/18/21	ISSUED FOR DRAFT PLAN APPROVAL	IEE

**BluePlan ENGINEERING**

GREYHOUND TOWNSHIP, 1270 GARDNER STREET, UNIT 11, GREYHOUND TOWNSHIP, ONTARIO L0R 1S0  
 705-942-8888  
 17251 TEL. SHERBOURNE EAST UNIT 11, OWEN SOUND, ONTARIO N4V 1Y2

**H. BYE CONSTRUCTION LIMITED**  
 WILDER LAKE SUBDIVISION  
 263612 SOUTHGATE TOWNSHIP ROAD 26, (100 HOMESTEAD ROAD) TOWNSHIP OF SOUTHGATE  
**DRAFT PLAN OF SUBDIVISION**

DRAWN BY: K.E.L.  
 APPROVED BY: I.E.E.  
 PROJECT NO.: 218173  
 SCALE: 1:1500  
 DATE: MARCH 2019  
 DRAWING NO.: **DP**



## **Staff Report PL2021-032**

**Title of Report:** PL2021-079 - Attachment 2 - Staff Report PL2021-032-Wilder Lake Subdivision.docx  
**Department:** Clerks  
**Branch:** Planning Services  
**Council Date:** April 21, 2021

**Recommendation:**

**Be it resolved that** Council receive Staff Report PL2021-032 for information; and

**That** Council direct staff to forward this report and the recommended conditions of draft approval (attachment 3) on to the County of Grey; and

**That** Council direct staff to prepare a Zoning By-law amendment to implement the proposed plan of subdivision at a future Council Meeting.

**Property Location: 263512 Southgate Road 26**



**Subject Lands:**

The subject lands are described as Con 21 Pt lots 2,3 and 4 RP 16R6386 Pts 1,2 & 3 in the Geographic Township of Egremont, Township of Southgate. The lands are approximately 48.96 ha (121 acres) in size. The lot has proposed accesses from Southgate Road 26. The lands are further described as 263512 Sg Road 26. The section proposed for development is approximately 21.10 hectares (52 acres±) and shown in figure one from the Cuesta Planning Report below.

**The Proposal:**

Twenty-nine (29) estate residential lots are proposed to be developed along both sides of the road frontage with an average lot area of .4 hectares (1 acre). A lot which includes the golf course buildings will also be created and included as part of the draft plan of subdivision. The remaining 27.86 ha will be the golf course lands and will continue to be used as a golf course. The proposed development will include three open space blocks and grassed swales for stormwater management purposes. The open space blocks 30,31,32 will contain three stormwater retention ponds, two new ponds and one existing wet pond). The swales will provide for preliminary infiltration and filtration of stormwater. It is proposed that the stormwater infrastructure be assumed by the Township over the long-term. (Figure 1 from Cuesta Planning Report)



Each lot will be serviced individually via drilled wells and septic systems. The large lots will ensure the services can be accommodated adequately.

Development setbacks have been established in accordance with the findings of the Environmental Impact Assessment (EIA). The EIA also includes a planting plan to enhance protection of on-site natural heritage features.

The site is intended to be developed in two phases. The first phase will include the internal road from the entrance to the site, east to the lake and the portion of road parallel to the lake. The lots along this portion of frontage will be included in the first phase along with all stormwater features. Phase two will complete the looped roadway and include the remainder of the lots.

### **Background:**

In 2018 and 2019 the applicant pre-consulted with the Township of Southgate and County of Grey regarding studies that would be required. In January of 2020 application C1-20 was received and deemed complete. Studies that accompanied the Draft Plan of Subdivision include and Archeological study stage 1 and 2, An Aggregate Potential Opinion letter, An Environmental Impact Assessment, A Stormwater Management Report, A Visual Impact Study, A Planning Justification Report A Hydrogeological Report and Servicing Study.

A virtual public meeting was held on September 23, 2020. A copy of the minutes to the meeting are attached as attachment 2 to this report.

The Hydro Geological Report was also peer reviewed on behalf of the Township and County by Burnside Engineering.

Supporting documents and comments received are posted on the website and are available at:

<https://www.southgate.ca/en/municipal-services/planning-applications-public-notices.aspx#C1-20-H-Bye-Construction-Wilder-Lake-Subdivision>

The comments received from agencies and the public are available in the link noted above.

The issues raised are as follows:

1. The ownership of the lake should be confirmed.
2. Concerns regarding night lighting and maintaining a dark sky.
3. Concerns that a lake Carrying Capacity study has not been completed
4. Evidence of Golden Brown Algae in the Lake and making matters worse.
5. Relies on the good will of people to maintain septic systems.
6. Density of development is too high for the lake.

### **Financial Considerations:**

The proposal will create significant growth in assessment for the Township with the creation of approximately 29 new residential lots. The increased population within the Township as a result of this subdivision will also support local business and economic growth for communities such as Varney and Holstein.

If the Township takes ownership of the three Stormwater Management blocks there would be a cost to maintain those ponds areas.

### **Staff Review:**

Staff reviewed this application based on the Planning Act, the Provincial Policy Statement (PPS), Grey County Official Plan and Southgate Official Plan and the Township Zoning By-law.

### **The Provincial Policy Statement 2020 (PPS)**

All planning applications are required to be evaluated against existing policy including the Provincial Policy Statements. The applicants planning consultants, Cuesta Planning Consultants Inc., have prepared a very detailed planning justification report that reviews in detail, all of the applicable land use planning policy for the proposal. The planning analysis can be found in the Planning Justification report on the Township Website at the link provided above.

Planning staff concur with the findings of the planning justification report submitted by Cuesta Planning Consultants Inc. in regard to being consistent with the PPS.

### **County of Grey Official Plan**

The County of Grey as an approval authority for plans of subdivision in Grey County has provided regular and consistent feedback to the Township and the applicant on matters that they would like addressed in the Draft Plan of Subdivision.

The subdivision is within the "Inland Lakes and Shoreline" Settlement area designation of the County of Grey Official Plan. This designation allows for residential development adjacent to the lake provided it can meet the various development criteria.

Cuesta Planning has also reviewed the County of Grey Official Plan in detail and Township staff concur with the opinion of Cuesta Planning that the proposal is consistent with the policies of the County of Grey Official Plan.

## **Township Official Plan**

The Township of Southgate Official Plan designates the subject lands as “Inland Lakes and shoreline” area. This designation is intended for lower density residential development surrounding a lake and it was anticipated and desired that these lands would develop with some type of residential housing.

Again, Cuesta has reviewed in detail the Township Official Plan and Township staff agree with their opinion that the proposal conforms to the Township of Southgate Official Plan.

In particular the Planning report reviews section 5.4.2 of the Township Official Plan which outlines the development criteria for proposed development around an inland lake. The Environmental Impact Assessment and the Visual Impact Study prepared by the applicant have been reviewed along with the servicing studies. All of these studies indicate that the development can be accommodated without negatively affecting the lake. The Hydrogeological work was peer reviewed by the Township to verify the findings as the report indicates that the underground water flow is from East to West away from the lake so that septic systems and runoff will be directed away from the lake and not impact the lake. This is a very important finding in that it addresses many of the concerns raised by neighbours about the health of the lake and impacts on the lake.

## **Zoning By-law**

The implementing zoning by-law amendment for the Subdivision has designed most of the lots around the R5 zone provisions. There are three exceptions however which will require relief from the frontage provisions of the R5 zone. The Stormwater Management Blocks are proposed to be zoned as Open Space. A list of the proposed changes is provided in detail in the Cuesta Planning Justification Report.

Given the increased development on private services, it should also be considered at the time of zoning to remove the cottages and lodge from the list of permitted uses.

## **Discussion:**

Of a general nature, the Township would prefer to see the Easement over lot 6 to be included as part of Block 30. It is more appropriate to have the easement to the dock as part of the stormwater management block then over a private residential lot. The Township would also prefer not to take on ownership and the maintenance of Block 30 (including the easement shown on the plan), Block 31 and Block 32. The ownership and maintenance of all three of these blocks should be addressed in the Subdivision Agreement.

Below are the issues identified by the public meeting agency and public comments.

The SVCA initial comments have been resolved and are satisfied with the proposal with the exception of refining some of the EP mapping. They have provided a draft plan condition which has been included in the subdivision agreement conditions.

Effect on the Lake- The Applicant has conducted an Environmental Impact Study looking at the natural heritage of the area. The Study provides some recommendations to help preserve and maintain the Natural heritage of the area. These recommendations will be included in the Subdivision Agreement.

Similarly, a Hydrogeological and servicing study was conducted indicating that the nitrate loading for the proposed development would result in Nitrate levels well below the 10mg/L threshold set by the Province. The report further indicates that the ground water flow is in a westerly direction away from the lake. As a result septic system runoff would flow away from the lake and therefore could not have an impact on the quality of the lake water. It is also noted in the report that the septic systems and wells would be setback a minimum of 30m away from the waters edge.

The above studies are, in the opinion of staff, sufficient to determine that the lake water will not be negatively impacted by the Development.

In saying that the residents appear to indicate that the lake is already experiencing some distress even prior to development. It may be prudent for the Township to consider a septic system inspection program for the existing residents of the lake to determine if their septic systems are potentially contributing to the deterioration of the lake water quality.

Ownership of the Lake- Following this issue being brought up by the developer engaged a lawyer to conduct a title search for the lake bottom and between this work and the County of Grey Solicitor, the issue has been addressed and the Lake bottom is owned by the Crown.

Golden Brown Algae in the lake. Some residents have complained about the presence of Golden Brown Algae in the lake. To address this issue, at Council's discretion, a Septic System inspection program could be set up to inspect the existing cottage septic systems surrounding the lake.

Septic systems and relying on the good will of people to maintain septic systems. The Hydro G study indicates that the ground water flow is away from the lake so that even in the event of a septic system failure the water is likely to flow away from the lake.

Night lighting and Dark Sky preservation. The Township Engineering Standards Require all installed lighting to be Dark Sky compliant. This can be further enforced as a condition within the Subdivision Agreement.

To ensure that the numerous conditions of draft approval are implemented through a Subdivision Agreement it is suggested that the subject lands be zoned with a Holding symbol. The holding symbol would be removed upon the registration of a subdivision agreement on title.

### Conclusions

Based on the policy review provided by Cuesta Planning Consultants inc. 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 and the Township of Southgate Official Plan. It is therefore recommended that the draft plan of subdivision be conditionally approved, and a zoning bylaw prepared to implement the draft plan once approved by the County of Grey.

Respectfully Submitted,

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



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

### Attachments:

1. Draft Plan of Subdivision
2. Minutes of the Public Meeting
3. Draft Plan Conditions



July 14, 2021

Genevieve Scott - Cuesta Planning  
[cuesta@cuestaplanning.com](mailto:cuesta@cuestaplanning.com)

Dear Ms. Scott:

**Re: County file # 42T-2019-04 Wilder Lake  
Part of Lots 2, 3 and 4, Concession 21  
Township of Southgate (Geographic Township of Egremont)  
Owner: H. Bye Construction Limited**

Pursuant to Subsection 51(31) of the Planning Act R.S.O. 1990, as amended, the above noted draft plan of subdivision is hereby given draft approval. The list of conditions that must be fulfilled prior to final approval are also attached.

The approval of this draft plan will lapse on **July 8, 2024**. The approval may be extended pursuant to Subsection 51(33) of the Act, but no extension can be granted once the approval has lapsed.

Please see the attached Notice of Decision for further information regarding this decision.

Yours truly,

A handwritten signature in black ink, appearing to read 'Randy Scherzer'.

Randy Scherzer, MCIP, RPP  
Director of Planning & Development  
(519) 372-0219 Ext. 1237  
[randy.scherzer@grey.ca](mailto:randy.scherzer@grey.ca)  
[www.grey.ca](http://www.grey.ca)

Encl.

cc. (all by email)

Ministry of Municipal Affairs  
Township of Southgate  
Canada Post  
Saugeen Valley Conservation Authority  
H. Bye Construction Ltd. (Applicant)  
Tom and Heather Arnott

Rob and Monica Caprini  
Jackie and Darrel Beacon  
Adam and Angela Caprini  
Celena Caprini  
Tori and Ted Runyon  
Henry Heidt and Rosemary Kropf  
Bradi Watson

Applicant: H. Bye Construction Ltd. Date of Decision: July 8, 2021  
File No: 42T-2019-04 Wilder Lake Date of Notice: July 14, 2021  
Municipality: Township of Southgate Last Date of Appeal: August 3, 2021  
Subject Lands: Part of Lots 2, 3 and 4, Concession 21, Geographic Township of Egremont,  
County of Grey

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## **NOTICE OF DECISION**

### **On Application for Approval of Draft Plan of Subdivision**

#### **under Subsection 51(37) of the Planning Act**

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Draft Plan Approval, is hereby given by the County of Grey for the application regarding the above noted lands. A copy of the Decision is attached.

#### **PUBLIC AND AGENCY COMMENTS RECEIVED ON THE FILE**

All written and oral submissions received on the application were considered; the effect of which helped to make an informed recommendation and decision.

#### **WHEN AND HOW TO FILE A NOTICE OF APPEAL**

Notice to appeal the decision to the Ontario Land Tribunal must be filed with the County of Grey no later than 20 days from the date of this notice, as shown above.

The notice of appeal should be sent to the attention of the Director of Planning and Development of the County, at the address shown below and it must,

1. set out the reasons for the appeal,
2. be accompanied by the fee required by the Tribunal as prescribed under the Ontario Land Tribunal Act, and
3. Include the completed appeal forms from the Tribunal's website.

#### **WHO CAN FILE A NOTICE OF APPEAL**

Only individuals, corporations or public bodies may appeal decisions in respect of a proposed plan of subdivision to the Ontario Land Tribunal. A notice of appeal may not be filed by an unincorporated association or group. However, a notice of appeal may be filed in the name of an individual who is a member of the association or group on its behalf.

No person\* or public body shall be added as a party to the hearing of the appeal of the decision of the approval authority, including the lapsing provisions of the conditions, unless the person or public body, before the decision of the approval authority, made oral submissions at a public meeting or written submissions to the council, or made a written request to be notified of changes to the conditions or, in the Ontario Land Tribunal's opinion, there are reasonable grounds to add the person or public body as a party.

\*Notwithstanding the above, only a 'person' listed in subsection 51(48.3) of the Planning Act may appeal the decision of the County of Grey to the Ontario Land Tribunal (OLT) as it relates to the proposed plan of subdivision. Below is the prescribed list of 'persons' eligible to appeal a decision of the County of Grey related to the proposed plan of subdivision as per subsection 51(48.3) of the Planning Act. These are changes that have been made to the Planning Act by the province. A link to the revised Planning Act

Applicant: H. Bye Construction Ltd. Date of Decision: July 8, 2021  
File No: 42T-2019-04 Wilder Lake Date of Notice: July 14, 2021  
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County of Grey

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can be found here - <https://www.ontario.ca/laws/statute/90p13>. For more information about these changes, please visit the OLT website or contact OLT - <https://olt.gov.on.ca/about-olt/>

The prescribed list of ‘persons’ eligible to appeal a decision of the County on the proposed plan of subdivision as per subsection 51(48.3) of the Planning Act is as follows:

1. A corporation operating an electric utility in the local municipality or planning area to which the plan of subdivision would apply.
2. Ontario Power Generation Inc.
3. Hydro One Inc.
4. A company operating a natural gas utility in the local municipality or planning area to which the plan of subdivision would apply.
5. A company operating an oil or natural gas pipeline in the local municipality or planning area to which the plan of subdivision would apply.
6. A person required to prepare a risk and safety management plan in respect of an operation under Ontario Regulation 211/01 (Propane Storage and Handling) made under the Technical Standards and Safety Act, 2000, if any part of the distance established as the hazard distance applicable to the operation and referenced in the risk and safety management plan is within the area to which the plan of subdivision would apply.
7. A company operating a railway line any part of which is located within 300 metres of any part of the area to which the plan of subdivision would apply.
8. A company operating as a telecommunication infrastructure provider in the area to which the plan of subdivision would apply.

### **RIGHT OF APPLICANT OR PUBLIC BODY TO APPEAL CONDITIONS**

The following may, at any time before the approval of the final plan of subdivision, appeal any of the conditions imposed by the approval authority to the Tribunal by filing a notice of appeal with the approval authority: the applicant; any public body that, before the approval authority made its decision, made oral submissions at a public meeting or written submissions to the approval authority; the Minister; or the municipality in which the subject land is located.

### **HOW TO RECEIVE NOTICE OF CHANGED CONDITIONS**

The conditions of an approval of draft plan of subdivision may be changed at any time before the final approval is given.

You will be entitled to receive notice of any changes to the conditions of the approval of draft plan of subdivision if you have made a written request to be notified of changes to the conditions.

### **RELATED APPLICATIONS**

Township of Southgate Zoning By-law Amendment C1-20.

Applicant: H. Bye Construction Ltd. Date of Decision: July 8, 2021  
File No: 42T-2019-04 Wilder Lake Date of Notice: July 14, 2021  
Municipality: Township of Southgate Last Date of Appeal: August 3, 2021  
Subject Lands: Part of Lots 2, 3 and 4, Concession 21, Geographic Township of Egremont,  
County of Grey

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### **GETTING ADDITIONAL INFORMATION**

Additional information about the application is available for public inspection during regular office hours in the Planning & Development Office at the address noted below or by calling 519-376-2205 or 1-800-567-GREY.

### **ADDRESS FOR NOTICE OF APPEAL**

**County of Grey**  
**595-9th Avenue East**  
**OWEN SOUND, Ontario N4K 3E3**  
**Attention: Mr. Randy Scherzer, MCIP RPP**  
**Director of Planning & Development**

Applicant: H. Bye Construction Ltd. Date of Decision: July 8, 2021  
File No: 42T-2019-04 Wilder Lake Date of Notice: July 14, 2021  
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County of Grey

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Plan of Subdivision File No. 42T-2019-04 has been granted **DRAFT APPROVAL**. The County's conditions of final approval for registration of this draft plan of subdivision are as follows:

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### **General Requirements**

1. That the final plan shall conform to the Draft Plan of Subdivision File No. 42T-2019-04 prepared by GM BluePlan Engineering dated March 2019 (last revised March 18, 2021) showing:
  - a. 29 single detached lots (Lots 1 to 29)
  - b. 1 lot associated with the golf course/golf club (Lot 30)
  - c. 3 blocks for stormwater management (Blocks 31 to 33)
  - d. 1 block associated with the dock (Block 34)
  - e. 1 future road (shown as Sunny Rock Drive)

The legal description of the subject lands is Part of Lots 2, 3 & 4, Concession 21, Part of Part 1, Parts 2 and 3, RP 16R-11219, Township of Southgate, geographic Township of Egremont, County of Grey.

2. 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, drainage, parkland, security, and other matters as determined by the Township.
3. That prior to final approval the owner enter into a Subdivision Agreement with the Township, to be registered on title to the property and then upon each lot once the plan has been registered.
4. That the road allowances included in this draft plan shall be shown and dedicated as public highways to the Township of Southgate. All roads and entrances shall be designed and constructed to a standard acceptable to the Township, and such design shall be included in the subdivision agreement. The owner agrees to provide detailed plans and specifications indicating that the roads and drainage will be constructed to the standards of the Township.

Applicant: H. Bye Construction Ltd. Date of Decision: July 8, 2021  
File No: 42T-2019-04 Wilder Lake Date of Notice: July 14, 2021  
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County of Grey

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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 ownership and maintenance of the Stormwater management blocks (Blocks 31 to 33) and the dock block (Block 34), be established as common elements through a condominium exemption process with the Lots being 'parcels of tied land'. The subdivision agreement shall include provisions with respect to recognizing that these blocks will be common element blocks and that any easements required by the Township to provide any future access to the blocks be included as part of the subdivision agreement to the satisfaction of the Township of Southgate and the County of Grey.
8. 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 and that the Subdivision Agreement contain a provision to effect this.
9. That the proposed subdivision is zoned appropriately. This zoning shall have a holding provision for all the lands save and except the stormwater management areas and the golf course lot. The holding provision may be removed upon entering into, and registration of, a subdivision agreement.
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 any necessary temporary works such as turning circles and sidewalk/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.
11. That all easements and or agreements for drainage, gas line, telecommunication, or utility purposes shall be dedicated to the appropriate authority or public authority. Should the relocation of any utilities be required as a result of this development, that all associated costs be at the Developer's expense.

Applicant: H. Bye Construction Ltd. Date of Decision: July 8, 2021  
File No: 42T-2019-04 Wilder Lake Date of Notice: July 14, 2021  
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County of Grey

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12. The owner agrees to enter into a subdivision agreement for the subject lands and include provisions that include the following:

- a) That the Subdivision Agreement between the Owner and the Township of Southgate contain provisions with wording acceptable to the Saugeen Valley Conservation Authority relating to the Final Lot Grading and Drainage Plan, Final Stormwater Management Report, Final Sediment and Erosion Control Plan, and mitigation and recommendations from the Environment Impact Assessment (EIA) prepared by SAAR Environmental.
- b) That the owner(s) agree in the Subdivision Agreement to include in all Offers of Purchase and Sale a statement advising prospective purchasers that accommodation within a public school in the community is not guaranteed and students may be accommodated in temporary facilities; including but not limited to accommodation in a portable classroom, a “holding school”, or in an alternate school within or outside of the community.
- c) That the owners(s) agree in the Subdivision Agreement to include in all Offers of Purchase and Sale a statement advising prospective purchasers that if school buses are required within the Subdivision in accordance with Board Transportation policies, as may be amended from time to time, school bus pick up points will generally be located on the through street at a location as determined by the Student Transportation Service Consortium of Grey Bruce.
- d) That the Owner(s) shall agree in the Subdivision Agreement to provide pedestrian linkages throughout the subdivision to accommodate and promote safe walking routes.
- e) That the recommendations of the Visual Impact Assessment are included in the subdivision Agreement.
- f) That the Phasing of the subdivision is identified in the subdivision agreement.
- g) That a provision be included to ensure that wells are drilled to a depth of between 15mbgs and 45mbgs (as per recommendation of the Hydrogeological report) and that some form of water disinfection system be utilized such as UV or chlorination.

Applicant: H. Bye Construction Ltd. Date of Decision: July 8, 2021  
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County of Grey

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- h) That a Landscape plan be provided as part of the Subdivision Agreement that indicates a Tree Planting Plan and Tree Retention Plan using tree species that are natural to Ontario.
  - i) That a schedule be included in the subdivision agreement which would outline special provisions to be included in an Environmental Management Plan (EMP) to be created by the Applicant's consultants (Planning Consultant, EIA Consultant and Engineering Consultant), in consultation and to the satisfaction of the Township and SVCA, which will serve as a land stewardship document for future landowners outlining best practices including, but not limited to:
    - i. limiting or prohibiting certain types of fertilizers with higher concentrations of phosphorus for all lots within the subdivision;
    - ii. limitations on shoreline clearing adjacent to the lake and the camp;
    - iii. minimizing any potential impacts to the lake associated with using the lake for recreational purposes;
    - iv. maintenance procedures associated with the septic systems;
    - v. upgrading the side yard swales to enhanced grass swales on Lots 1 to 12;
    - vi. and recommended grasses to be planted and maintained on the proposed lots closest to the lake and the creek (Lots 1 to 12).
13. The Owner agrees to provide a letter indicating how the application has satisfied the provisions of the Endangered Species Act ("ESA"), including demonstration that the methods, protocols and recommendations are in accordance with provincial requirements together with confirmation from the Ontario Ministry of Natural Resources and Forestry that the requirements of the ESA have been met.
14. That prior to final approval by the County of Grey or 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 County of Grey, Saugeen Valley Conservation Authority and the Township as applicable:
- a. A final Stormwater Management Report in accordance with the 2003 Ministry of Environment Report entitled "Stormwater Management Practices Planning

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and Design Manual” and in keeping with the Functional Servicing and Stormwater Management Report.

- b. Detailed lot grading and drainage plans showing existing and proposed grades.
  - c. An Erosion and Siltation Control Plan in accordance with the Saugeen Valley 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.
  - d. The submission and approval of a Development, Interference with Wetlands and Alterations to Shorelines and Watercourses permit from the SVCA prior to any grading within the regulated area.
  - e. Engineering design drawings for all works to be constructed as part of the development including any off-site works that are the responsibility of the Owner.
  - f. Landscape plan which includes a Tree Planting Plan and Tree Retention Plan using tree species that are natural to Ontario.
15. That the Owner, as part of the subdivision agreement, shall agree in writing acceptable to the Township of Southgate
- a. To maintain all stormwater management and erosion and sedimentation control structures in good repair and operating order throughout all phases of construction.
  - b. 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.

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- c. That all outdoor lighting and street lights be designed to minimize the impact on dark skies.
  - 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 public walkways, trails, parks, fences, community mailbox locations and other significant features that may be of interest to prospective purchasers.
16. 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.
17. 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.
18. 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.
19. 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 prior to final approval.
20. 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

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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.

21. All imported fill is to meet Ministry of Environment, Conservation and Parks Table 2 criteria for development lands.
22. 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.
23. 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 West of the subdivision and golf course lands 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."
24. 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:
  - e. 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.
  - f. A suitable temporary Community Mailbox location which may be utilized by Canada Post until the 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.
  - g. The developer agrees, prior to offering any units for sale, to display a map on the wall of the sales office in a place readily accessible to potential homeowners that indicates the location of all Community Mail Boxes within the development, as approved by Canada Post.

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- h. The developer agrees to include in all offers of purchase and sale a statement which advises the purchaser that mail will be delivered via Community Mail Box. The developer also agrees to note the locations of all Community Mail Boxes within the development, and to notify affected homeowners of any established easements granted to Canada Post to permit access to the Community Mail Box
- i. The developer agrees to provide the following for each Community Mail Box site and to include these requirements on the appropriate servicing plans:
  - iv. Any required walkway across the boulevard, per municipal standards
  - v. Any required curb depressions for wheelchair access, with an opening of at least two metres (consult Canada Post for detailed specifications)
  - vi. A Community Mailbox concrete base pad per Canada Post specifications.

25. The Owner shall agree in the Subdivision Agreement to the following:

- j. 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;
- k. 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.

26. The Draft Plan conditions acknowledge that the proposed Lot 6 on the draft development drawings will have a residence located on the property and prior to subdivision approval. It is the responsibility of the applicant to ensure the residence is properly situated in the final plan of subdivision for approval related to property line setbacks, road design and property access to lot 6.

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27. That prior to final approval, that the 6 cottages to the south of the dock are to be demolished and removed from the property and that zoning provisions be included for the dock block (Block 34) as part of the zoning amendment to indicate that two of the existing cottages/buildings can be retained to support the use of the Wilder Lake dock as a change room and gathering space and to support property events, but neither structure can be used for the purpose of overnight accommodations.
28. Prior to final approval, the County is advised in writing from the Saugeen Valley Conservation Authority that Draft Plan Conditions 10(a), 10(h) 10(i) and 14 have been addressed to their satisfaction.
29. Prior to final approval, the County is advised in writing from Canada Post that Draft Plan Condition 24 has been addressed to their satisfaction.
30. 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.
31. 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

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

Saugeen Valley Conservation Authority  
1078 Bruce Road 12  
Formosa, ON, N0G 1W0

Canada Post  
Corporation 300  
Wellington Street  
London, ON, N6B 3P2

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.

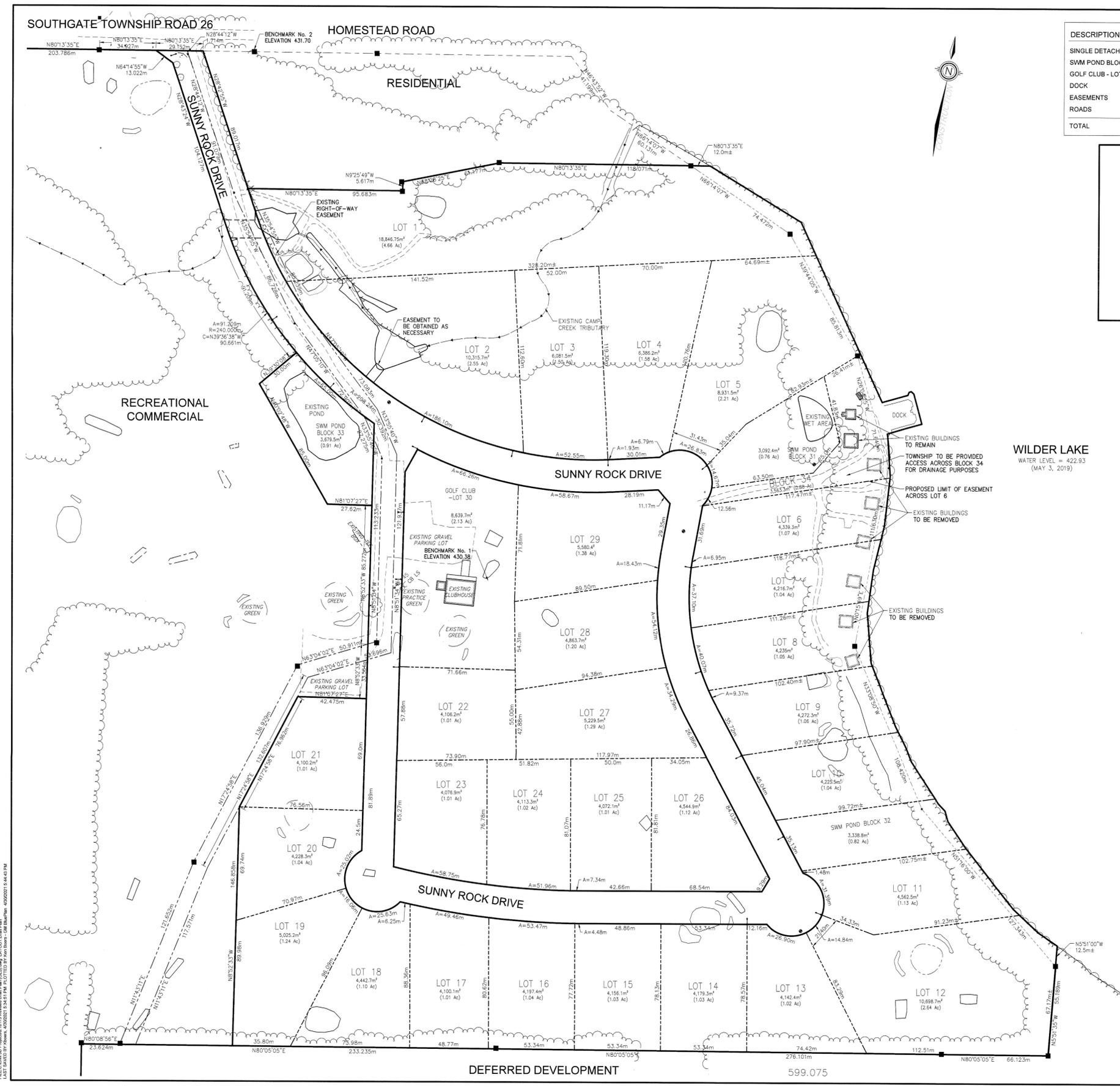
The subdivision plan for Registration must be in conformity with the applicable Ontario Regulation under The Registry Act.

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.

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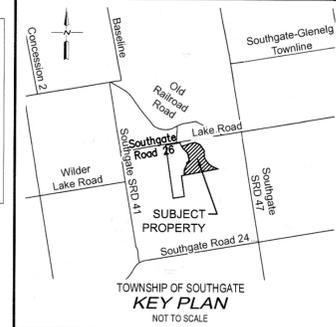
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7. The final plan approved by the County must be registered within thirty (30) days or the County may withdraw its approval under subsection 51(32) of the Planning Act RSO 1990, as amended.



DESCRIPTION	LOTS/BLOCKS	UNITS	AREA (ha)
SINGLE DETACHED FAMILY RESIDENTIAL	1 - 29	29	16.19 ha
SWM POND BLOCKS	31, 32, 33	3	1.01 ha
GOLF CLUB - LOT 30		1	0.86 ha
DOCK	34	1	0.36 ha
EASEMENTS		2	0.03 ha
ROADS			2.66 ha
<b>TOTAL</b>		<b>35</b>	<b>21.12 ha</b>

- PLANNING ACT SEC.51 (17)**
- a) See plan
  - b) See plan
  - c) See plan
  - d) Single Family
  - e) See plan
  - f) See plan
  - g) See plan
  - h) Individual drilled wells
  - i) Silty sand and gravel
  - j) See plan
  - k) Hydro, telephone, fire and police protection, ambulance
  - l) None



**DRAFT PLAN OF SUBDIVISION**  
PART OF LOTS 2, 3 & 4  
CONCESSION 21  
TOWN OF SOUTHGATE  
(GEOGRAPHIC TOWNSHIP OF EGREMONT)  
COUNTY OF GREY

**OWNER'S CERTIFICATE**  
I, THE REGISTERED OWNER OF THESE LANDS, HEREBY AUTHORIZE GM BLUEPLAN ENGINEERING LIMITED TO SUBMIT THIS DRAFT PLAN FOR APPROVAL.

SIGNED BY: *[Signature]* DATE: **MAY 12, 2021**  
H. BYE CONSTRUCTION LIMITED

**SURVEYOR'S CERTIFICATE**  
I HEREBY CERTIFY THAT THE BOUNDARIES OF THE LANDS TO BE SUBDIVIDED AS SHOWN ON THIS PLAN AND THEIR RELATIONSHIP TO THE ADJACENT LANDS ARE ACCURATELY AND CORRECTLY SHOWN.

SIGNED BY: *[Signature]* DATE: **MAY 11, 2021**  
WILSON - FORD, SURVEYING & ENGINEERING

**BENCHMARKS:**  
**BENCHMARK No. 1 - ELEVATION 430.38m**  
TOP OF CASING ON EXISTING WELL LOCATED NEAR THE NORTH EAST CORNER OF THE EXISTING CLUBHOUSE BUILDING.  
**BENCHMARK No. 2 - ELEVATION 431.70m**  
TOP OF IB LOCATED APPROXIMATELY 40m EAST OF THE CENTRE OF THE EXISTING ACCESS ROAD TO THE SUBJECT PROPERTY.

THE POSITION OF POLE LINES, CONDUITS, WATERMANS, SEWERS AND OTHER UNDERGROUND AND OVERGROUND UTILITIES AND STRUCTURES IS NOT NECESSARILY SHOWN ON THE CONTRACT DRAWINGS, AND, WHERE SHOWN, THE ACCURACY OF THE POSITION OF SUCH UTILITIES AND STRUCTURES IS NOT GUARANTEED.  
BEFORE STARTING WORK, THE CONTRACTOR SHALL INQUIRE OF THE EXACT LOCATION OF ALL SUCH UTILITIES AND STRUCTURES, AND SHALL ASSUME ALL LIABILITY FOR ANY DAMAGE TO THEM.

NO.	DATE	REVISION DESCRIPTION	CHKD
4	3/18/21	RE-ISSUED FOR DRAFT PLAN APPROVAL	I.E.E.
3	11/10/20	REVISED PER TOWNSHIP COMMENTS	I.E.E.
2	12/02/19	ISSUED FOR DRAFT PLAN APPROVAL	I.E.E.
1	10/28/19	ISSUED FOR REVIEW	I.E.E.

**BluePlan ENGINEERING**

QUELPH | OWEN SOUND | LISTOWEL | KITCHENER | LONDON | HAMILTON | GTA  
1287 - 2ND AVENUE EAST, UNIT 1, OWEN SOUND, ON N4K 2J3  
TEL. 519-376-1905 www.groum.ca

**WILDER LAKE SUBDIVISION**  
**H. BYE CONSTRUCTION LIMITED**  
263512 SOUTHGATE TOWNSHIP ROAD 26, (100 HOMESTEAD ROAD)  
TOWNSHIP OF SOUTHGATE

**DRAFT PLAN OF SUBDIVISION**

DRAWN BY: K.B.	APPROVED BY: I.E.E.	PROJECT NO.: 218173	DRAWING NO.: <b>DP</b>
DESIGNED BY: I.E.E.	DATE: MARCH 2019	SCALE: 1:1250	

DRAFT APPROVAL GIVEN  
DATE July 8th, 2021

*[Signature]*

FILED AT THE REGISTRY OF DEEDS, TOWNSHIP OF SOUTHGATE, ONTARIO, CANADA, ON MAY 11, 2021 AT 11:00 AM. DRAWING NO. 218173. PLAN NO. 599.075. PLAN AREA: 21.12 HA. PLAN SCALE: 1:1250. PLAN DATE: 2021.05.11. PLAN BY: H. BYE CONSTRUCTION LIMITED. PLAN CHECKED BY: I.E.E. PLAN APPROVED BY: I.E.E. PLAN DRAWN BY: K.B.

**THE CORPORATION OF THE TOWNSHIP OF LAKE OF BAYS  
BY-LAW 2013-131**

Being a By-law to Regulate Outdoor Illumination to ensure responsible lighting, light pollution mitigation and conservation of the dark sky environment.

**WHEREAS** Section 129 of the Municipal Act 2001, S.O 2001:

"A local municipality may,

- (a) prohibit and regulate with respect to noise, vibration, odour, dust and outdoor illumination, including indoor lighting that can be seen outdoors; and
- (b) prohibit the matters described in clause (a) unless a permit is obtained from the municipality for those matters and may impose conditions for obtaining, continuing to hold and renewing the permit, including requiring the submission of plans."

**AND WHEREAS** Section E.29 of the Township of Lake of Bays Official Plan encourages, sensitive lighting which is oriented downward, is low wattage, energy efficient, and minimizes glare, particularly in waterfront and rural areas, to:

- a) prevent conflicts with abutting uses and preserve privacy;
- b) prevent impacts on wildlife and hazards to navigation; and
- c) preserve the night sky.

**AND WHEREAS** the Development Permit By-law 04-180 and the Comprehensive Zoning By-law 04-181 contain a provision that require the use of sensitive lighting practices that do not interfere with the view of the night sky or spill into surrounding properties will be required for all land uses. Lighting will not exceed a maximum of 9 metres, and shall be directed downwards;

**AND WHEREAS** the Township of Lake of Bays values its dark sky on a broader scale throughout the municipality as it contributes to our tourist economy and traditional Muskoka character;

**AND WHEREAS** the Council of the Corporation of the Township of Lake of Bays deems it desirable to enact a by-law with respect to dark sky preservation and improvement by regulating lighting fixtures;

**AND WHEREAS** properly designed light fixtures do not emit undesirable or unsafe light rays into the dark sky and thus protect the dark sky environment and human health both on our streets and on the water;

**AND WHEREAS** the by-law will be referred to as the "Dark Sky By-law";

**NOW THEREFORE** the Council of the Corporation of the Township of Lake of Bays enacts as follows:

**SECTION 1: DEFINITIONS**

For the purposes of this By-Law, terms used shall be defined as follows:

**Direct Light** means light emitted directly from the lamp or off of the reflector or luminaire.

**Director** means the Director of Building and By-law Services or designate as deemed appropriate based on the circumstance.

**Fixture** means the assembly that houses the lamp or lamps and can include all or some of the following parts: a housing, a mounting bracket or pole socket.

**Flood or Spotlight** means any light fixture or lamp that incorporates a reflector or a refractor to concentrate the light output into a directed beam in a particular direction.

**Footcandle** means a measure of luminance per unit area used in IESNA standard measurements i.e. one footcandle (fc) equates to one lumen per square foot.

**Full-Cut-Off Fixture** means a luminaire or light fixture that; by design of the housing, does not allow any light dispersion or direct glare to shine above a horizontal plane from the base of the fixture where light is emitted and must be installed in a horizontal position as

designed. These fixtures produce no glare or stray light due to the exposure of the bulb light source because the source is recessed or shielded.

**Glare** means light emitting from a luminaire with an intensity great enough to reduce a viewer's ability to see, and in extreme cases causing momentary blindness.

**Grandfathered Luminaires** means luminaires not conforming to this code that were in effect prior to the passage of this by-law.

**IESNA** means the Illumination Engineers Society of North America, which is the standards committee for responsible outdoor lighting. This is an organization that recommends lighting levels and lighting fixtures.

**Indirect Light** means direct light that has been reflected or has scattered off other surfaces.

**Lamp** means the component of a luminaire that produces the actual light.

**Light Trespass** means the shining of light produced by a luminaire beyond the boundaries of the property on which it is located.

**Light Pollution** means the shining of light upwards into the sky above the horizontal plane of the light fixture.

**Lumen** means a unit of luminous flux equal to the light emitted in a unit solid angle by a uniform point source.

**Luminaire** means a complete lighting system, including a lamp or lamps and a fixture.

**Outdoor Light Fixtures** means outdoor artificial illuminating devices, installed or portable, used for flood lighting, general illumination or advertisement.

**Owner** includes, with respect to land or Property, the registered owner, occupant, tenant, or the person for the time being managing or receiving the rent of the property whether on his own account or on an account of an agent or trustee of any other person, or any of the aforesaid;

**Person** includes an individual, an owner, corporation, partnership, company, firm, association, or party and includes the successors, assigns, heirs, executors, administrators, or other legal representatives of a person to whom the context can apply according to law and the singular shall include the plural;

**Pole Spacing Ratio** means the ratio of the inter-pole distance per effective height of lamp on the pole.

**Staff** means, Municipal By-law Enforcement Officer or designate for the Township of Lake of Bays

**Strobe Light or Stroboscopic Lamp**, commonly called a strobe, is a device used to produce regular flashes of light.

**Township** means the Corporation of the Township of Lake of Bays.

**Uniformity Ratio of Lighting** means the average level of illumination in relation to the lowest level of illumination for a given area.

**Wall Pack Light Fixture** means flood light fixtures on exterior walls of buildings

## SECTION 2: REGULATIONS

### 2.1 General Regulation

Any person who installs outdoor lighting within the boundaries of the Township shall do so in conformity with the requirements of this By-Law and shall not cause light pollution. If conflicts arise regarding control and maintenance of outdoor lighting, this By-Law shall be the governing document.

## **2.2 Luminaire Design Factors For Outdoor Areas**

Any person installing an outdoor lighting fixture shall be required to use completely shielded Full-Cut-Off fixtures, as identified in Appendix I attached hereto and forming part of this by-law.

Outdoor lighting fixtures shall include, but are not limited to, lights for: buildings and structures, including canopies, overhangs, docks and boathouses; recreational areas; parking lot lighting; landscape lighting; billboards and signs; public and private street lighting; display and service area lighting; public and private walkway lighting; residential yard lights; and outdoor lighting for all residential, waterfront residential, commercial, industrial, institutional and provincial and federal government uses not otherwise specified.

## **2.3 Municipal Street Lights**

The Township will follow the long term street lighting plan that will comply with this by-law. In the meantime, when upgrades are required, the Township will install and maintain outdoor street lights that have the following:

- a) Uniform light levels within the urban area that do not exceed uniformity ratios recommended by the IESNA and supported by the International Dark Sky Association;
- b) Minimum light used for safety that does not exceed the standards contained in a) above; and
- c) Full-Cut-Off fixtures, examples of which are identified in Appendix I and 2.

## **2.4 Street Lighting Design**

All new municipal outdoor street lighting must be Full-Cut-Off Fixtures installed in accordance with IESNA standards supported by the International Dark Sky Association. Any existing street lighting shall be replaced by Full-Cut-Off fixtures when fixture replacement is required.

## **2.5 Structural Illumination**

- 2.5.1 All new wall-mounted commercial lighting shall consist of Full-Cut-Off fixtures.
- 2.5.2 All existing wall-mounted lights shall be encouraged to adhere to the requirements of Section 2.2. Property owners whose structures are furnished with unshielded wall-packs shall be encouraged to shield such fixtures.
- 2.5.3 All architectural lighting and building lighting shall be mounted such that the light is aimed down. There shall be no light pollution emanating from the fixture in accordance with fully shielded design.
- 2.5.4 The use of low wattage lights for decoration purposes such as Christmas lighting and property ornamentation shall be exempt from Section 2.5.3.
- 2.5.5 Lighting used to warn people about the location of open water in the winter months (mainly used when bubbling boathouses and docks) shall be any colour except red.

## **2.6 Property Illumination**

All artificial lighting for yards and parking areas shall be arranged so as to minimize unnecessary light trespass.

## **2.7 Provisions For Shielding Exterior Lighting to Reduce Light Trespass**

Inquiries may be made to either the Planning, Building or By-law Services Department to obtain advice for proper shielding in the form of visors, rotational adjustments, etc. to lighting that cause light trespass. Examples are provided in Appendix I.

## **2.8 Lighting Of Outdoor Advertising Signs**

Outdoor advertising signs, and light fixtures used to illuminate signs or billboards shall minimize light pollution by being mounted on top of the sign facing down, must utilize full cut-off fixtures and must be in compliance with other sections of this by-law.

The Township's Sign By-law may also apply for the lighting of outdoor advertising signs.

## **2.9 Recreational Facilities**

2.9.1 Any light source permitted by this By-law may be used for lighting of outdoor public or private recreational facilities, such as, but not limited to, football fields, soccer fields, baseball fields, softball fields, tennis courts, ice rinks or show areas, provided all of the following conditions are met:

- a) All Outdoor Light Fixtures used for event lighting shall be Full-Cut-Off Fixtures, or be designed or provided with full cut-off capability by a shielding retrofit, so as to minimize up-light, spill-light, and glare;
- b) All facility's lighting shall be turned off when not in use;
- c) Owners of grandfathered lighting fixtures at outdoor recreational facilities are encouraged to install shielding fixtures when maintenance and replacement occurs.

## **2.10 Prohibitions**

### **2.10.1 Laser Source Light**

The use of laser source light or any similar high intensity light for outdoor advertising or entertainment purposes is prohibited.

### **2.10.2 Searchlights**

The operation of searchlights for advertising or entertainment purposes is prohibited.

### **2.10.3 Outdoor Advertising Off-Site Signs**

Electrical illumination of outdoor advertising off-site signs along roadways is prohibited after business hours.

### **2.10.3 Strobe Lights**

The use of strobe lights is prohibited, except for construction projects or emergency purposes.

## **2.11 Exemptions**

### **2.11.1 Other Authorities Having Jurisdiction**

This policy does not apply to any related provincial or federal policies or regulations related to lighting buildings, structures or waterways, including, but not limited to, authorities under NAV Canada, Canada Coast Guard, Transport Canada and Industry Canada.

### **2.12 Request For Exemption For Temporary Events/Advertising**

A temporary exemption to the requirements imposed by this By-law is permitted for temporary events and/or advertising provided such lighting does not continue for greater than 96 contiguous hours (4 days).

For exemptions requiring greater than 96 contiguous hours (4 days), any person may submit a written request to the Director of Building and By-law Services, or designate, for a temporary exemption to the requirements imposed by this By-law. The request for lighting exemption for temporary events shall require approval by the Director, or designate, and contain the following information:

- a) Specific exemption requested (e.g. searchlights);
- b) Type and use of exterior light involved;
- c) Date of the event;
- d) Duration of time for requested exemption;
- e) Proposed location of exterior light; and
- f) Physical size of exterior light.

### **2.13 Grandfathering of Nonconforming Luminaires**

2.13.1 Having regard to Section 2.13.3, all luminaires and luminous advertising signs lawfully in place prior to the date of passing of the By-law shall be grandfathered.

2.13.2 Any luminaire that replaces, modifies, or moves a grandfathered luminaire shall be required to meet the provisions of this By-law.

2.13.3 Luminaires which are determined to direct light toward streets, parking lots or navigable waterways and cause glare to motorists, cyclists or boaters, and therefore deemed to be a public safety concern, should be either shielded or re-directed within a reasonable timeframe as specified by the Officer.

### SECTION 3: SUBSTANTIAL NEW DEVELOPMENTS INVOLVING OUTDOOR LIGHTING

#### 3.1 Submission Contents

In support of substantial new developments (e.g. Commercial, Industrial, Institutional, Multiple Residential, etc.), as determined by the Planner, or designate, involving outdoor lighting fixtures, that applicant shall submit evidence that the proposed work will comply with this By-law. The submission shall contain, but shall not necessarily be limited to, the following:

- a) Plans indicating the location of lighting on the premises, and the type of illuminating devices, fixtures, lamps, supports, reflectors, and other devices;
- b) Description of the illuminating devices, fixtures, lamps, supports, reflectors, and other devices and the description may include, but is not limited to, catalogue cuts by manufacturers and drawings (including sections where required);
- c) Photometric data, such as that furnished by manufacturers, or similar documentation showing the angle of cut off or light emissions.

The above required plans, descriptions and data shall be sufficiently complete to enable Council and staff to readily determine compliance with the provisions of this By-law and shall be included in an implementing Site Plan Agreement.

These requirements shall be further detailed in future Township of Lake of Bays "Development Standards Guidelines".

### SECTION 4: OFFENCES AND PENALTIES

- 4.1 Every Person who contravenes any of the provisions of this By-law is guilty of an offence and, upon conviction is liable to a fine or penalty under the *Provincial Offences Act*, R.S.O. 1990, Chapter P.33, as amended.
- 4.2 Each day that such offence is committed, or permitted to continue, shall constitute a separate offence and may be punishable as such. Such fines shall be recoverable under the *Provincial Offences Act*, R.S.O. 1990, Chapter P.33, as amended.
- 4.3 Staff may enter on land at any reasonable time for the purpose of carrying out an inspection to determine whether or not the provisions of this By-law are in compliance and to enforce and carry out the provisions of this By-law or any direction or order issued pursuant to the Municipal Act, 2001, S.O. 2001, c.25 or this By-law.
- 4.4 For the purposes of an inspection under subsection (1) staff may,
  - a) Require the production for inspection of documents or things relevant to the inspection;
  - b) Inspect and remove documents or things relevant to the inspection for the purpose of making copies or extracts;
  - c) Require information from any Person concerning a matter related to the inspection; and
  - d) Alone or in conjunction with a Person possessing special or expert knowledge, make examinations or take tests, samples or photographs necessary for the purposes of the inspection.
- 4.5 A sample taken under clause 4.4 d) shall be divided into two parts, and one part shall be delivered to the Person from whom the sample is taken, if the person so requests at the time the sample is taken and provides the necessary facilities.
- 4.6 If a sample is taken under clause 4.4 d) and the sample has not been divided into two parts, a copy of any report on the sample shall be given to the Person from whom the sample was taken.

- 4.7 A receipt shall be provided for any document or thing removed under clause 4.4 b), and the document or thing shall be promptly returned after the copies or extracts are made.
- 4.8 No Person shall hinder or obstruct, or attempt to hinder or obstruct, staff who is exercising a power or performing a duty under this By-law.
- 4.9 If staff is satisfied that a contravention of this By-law has occurred, staff may make an order requiring the Person who contravened the by-law or who caused or permitted the contravention or the Owner or occupier of the land on which the contravention occurred to;
- a) Discontinue the contravening activity, or
  - b) Do work to correct the contravention.
- 4.10 Any Person who contravenes an order under subsection 4.9 is guilty of an offence.
- 4.11 An order under subsection 4.9 shall set out,
- a) Reasonable particulars of the contravention adequate to identify the contravention and the location of the land on which the contravention occurred; and
  - b) The date by which there must be compliance with the order.
- 4.12 An order under subsection 4.9 shall be served to the owner or any person staff determines to be an interested party. Service of shall be deemed served by sending the order registered or first class mail, by posting or by personal service.
- 4.13 An order under subsection 4.9 may require work to be done even though the facts which constitute the contravention of the by-law were present before the by-law making them a contravention came into force.
- 4.14 In default of any work directed or required by the Township under this section being done by the Person directed or required to do it, the matter or thing shall be done at the Person's expense.
- 4.15 Where the Township or any authorized agent on behalf of the Township has performed the work required to bring about compliance with the by-law, the Township may recover the costs of doing anything or matter under subsection 4.14 by action or by adding the costs to the tax roll and collected in the same manner as property taxes.
- 4.16 The costs in subsection 4.15 shall include interest calculated at a rate of 15 per cent, calculated for the period commencing on the day the Township incurs the costs and ending on the day the costs, including the interest, are paid in full.
- 4.17 For the purposes of subsection 4.14, the Township or any authorized agent on behalf of the Township may enter upon land at any reasonable time and complete the work set out in the order.
- 4.18 Where the singular is used it shall also mean or stand for the plural.

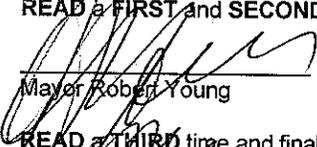
#### SECTION 5: SEVERABILITY

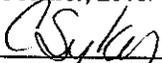
Should any part, section, subsection or portion of this By-law be repealed or declared by a court of competent jurisdiction to be illegal, the same shall not affect the validity of the By-law as a whole or in part thereof, except for that which was declared to be invalid.

#### SECTION 6: EFFECTIVE DATE

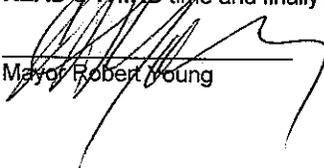
This By-Law shall take effect upon the date of passing thereof.

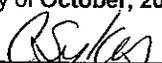
READ a FIRST and SECOND time this 8<sup>th</sup> day of October, 2013.

  
Mayor Robert Young

  
Clerk - Carrie Sykes

READ a THIRD time and finally passed this 8<sup>th</sup> day of October, 2013.

  
Mayor Robert Young

  
Clerk - Carrie Sykes

APPENDIX 1 - Full Cut Off Lighting Examples

**ACCEPTABLE**

Fixtures that shield the light source to minimize glare and light trespass and to facilitate better vision at night

**Flat lens**

**Full Cutoff Fixtures**

**Fully Shielded Walkway Bollards**

**Fully Shielded Wallpack & Wall Mount Fixtures**

**Full Cutoff Streetlight**

**Fully Shielded Barn Light**

**Fully Shielded Fixtures**

**Fully Shielded 'Period' Style Fixtures**  
bulb shielded in opaque top

**Fully Shielded Decorative Fixtures**  
bulb shielded in opaque top

**Shielded / Property-aimed PAR Floodlights**

**Flush Mounted or Side Shielded Under Canopy Fixtures**



## **Staff Report PW2021-044**

**Title of Report:** PW2021-044 DWQMS External Audit  
**Department:** Public Works  
**Branch:** Water & Wastewater  
**Council Date:** September 15, 2021

### **Recommendation:**

**Be it resolved that** Council receive Staff Report PW2021-044 for information.

### **Background:**

As per the Ontario Drinking Water Quality Management Standard the Township's Drinking Water Quality Management System (DWQMS) requires an external third-party offsite audit review for two years then an on-site audit the third year. On August 26, 2021, NSF International Strategic Registrations (ISR) auditor James Pang conducted an off-site external audit for the Dundalk Drinking Water Quality Management System. Quality Management System Representative Cory Henry, Public Works Administrative Assistant Lisa Wilson and Public Works Manager Jim Ellis were available throughout the day's audit to provide responses to the Auditor.

### **Staff Comments:**

The auditor recommended 6 Opportunity for Improvement (OFI) for the quality management system. (Attachment #1)

There are 4 OFI's that were identified in the 2020 audit and the QMS Representative had outlined in 2020 that they were to be implemented by December 31, 2021, to that note, the 4 are repeated in the 2021 External Audit. The 6 OFI's recommended are for:

Element 3 – Commitment and Endorsement – The Owner represented as the Township of Southgate is vague, although it reflects the Township it may be improved with a statement that the Mayor or CAO is the Owner Representative. (Repeated)

Element 5 – Document and Record Control – The Operational Plan consideration of updating revision dates as like the Standard Operating Procedures, (SOP's) and Document Record Control, (DCR's).

Element 6 – Drinking Water System – The auditor suggested that the detailed schematics may be confusing to the average person, and an OFI to also incorporate additional simplified drawings to show the treatment process. (Repeated)

Element 18 – Emergency Management – The Spill Contingency Plan has a list of contacts to notify in the event of a spill. Better clarification as how it is currently written with appropriate people to be contacted, the Ministry, and Spills Action Centre, will be more specific. (Repeated)

Element 20 – Management Review - reflecting on the repeated OFI’s from 2020, and action dates for December 31, 2021, consideration to have prompter response timelines, and the Management Review checklist having No Decision, for No Decision Required could be reworded to reflect more accurate meaning.

Element 21, Continual Improvement – The Corrective Action Preventative Action (CAPA) procedure for last year’s CAPA’s were submitted by the QMS rep and all 13 of them were also carried out by him. The OFI would suggest a better balance of people involved to spread the actions around the team for a more thorough review and improvement of the system. (Repeated)

Staff will be discussing and implementing these OFI’s at the Team Risk Assessment Meeting. The 2021 surveillance audit was successful as the auditor commented to the DWQMS Version 2 and there were no non-conformities or corrective action request issued.

**Financial Implications:**

There is no financial impact or long-term implications with this staff report. The DWQMS audits are included in the Water Operational 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 work, 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 PW2021-044 for information.

Respectfully Submitted,

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

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

**Attachments:**

Attachment #1 – DWQMS External Audit



# NSF-ISR Canada Audit Agenda – Ontario Drinking Water Quality Management Standard (DWQMS)

**Customer Name:**

**FRS Number(s):** C0123432

**Customer Contact:** Lisa Wilson

**Audit Criteria/Standard(s):** Ontario’s Drinking Water Quality Management Standard

**Scope of Registration:** Entire Full Scope Accreditation

**Audit Objectives:** Determine if certification should be maintained

Type of Audit:

- Off-site Limited Scope Systems Transitional Audit  Initial Full Scope Systems Audit
- Initial On-site Full Scope Verification Audit
- Off-site Full Scope Systems Annual Surveillance Audit  On-site Full Scope Verification Audit

**Audit Date(s):** August 26, 2021

**Number of Shifts:** 1

**Audit Duration:** 8 (in hours)

**Audit Team:**

**Lead Auditor:** James Pang **Email:** [jpang@nsf.org](mailto:jpang@nsf.org) **Phone Number:** 647 979 2153

**Team Auditor(s), if applicable:** NA

**Technical Experts, if applicable:** NA

**Observers, if applicable:** NA

**Revision of the audit plan:** 0

**Audit Working Language:** English

**Audit Reporting Language:** English

**Resource Requirements:** None

### **Additional Agenda Items:**

List of Sampling Plan Locations to be audited: See FRS

Yes  No, the Customer Relations Manger (CRM) has been contacted.

*Note 1: The audit plan is a guideline and the scope of the audit is defined by the 21 elements in operational plan and current certificate. Adjustments can be made as needed during the course of the audit to accommodate audit trails and customer availability as much as possible.*

*Note 2: Auditors assume all information included on this audit plan is correct, unless notified otherwise by the operating authority.*



Date	Time	Applicable Document Required	Activity	Lead Auditor /Applicable Team Auditor(s)	
Aug 26, 2021	0830 - 1300		Opening Meeting - through phone	James Pang	
		Records of management reviews	Management review records		
		Records of internal audits	Internal audit results		
		Records of external audits	External audit results		
		Operational Plan, procedures and relevant documents	V2.0 requirements		
	1300 - 1500	Operational Plan, procedures and relevant documents			Working through lunch
					<b>Review QMS documentation</b>
					1. Quality Management System
					2. Quality Management System Policy
					3. Commitment and Endorsement
					4. Quality Management System Representative
					5. Document and Records Control
					6. Drinking-Water System
					7. Risk Assessment
					8. Risk Assessment Outcomes
					9. Organizational Structure, Roles, Responsibilities and Authorities
					10. Competencies
					11. Personnel Coverage
					12. Communications
					13. Essential Supplies and Services
					14. Review and Provision of Infrastructure
	15. Infrastructure Maintenance, Rehabilitation & Renewal				
	16. Sampling, Testing and Monitoring				
	17. Measurement & Recording Equipment Calibration and Maintenance				
	18. Emergency Management				
	19. Internal Audits				
	20. Management Review				
	21. Continual Improvement				
1500			Report writing		
1530			Closing Meeting - through phone		
1630			<b>End of audit</b>		

Please list the total number of hours audited by each auditor (by name) below:

Name	Hours
James Pang	8



## NSF International Strategic Registrations Audit Report

### **The Corporation Of The Township Of Southgate**

185667 Grey Rd. #9

Dundalk, Ontario N0C 1B0 CAN

**C0123432**

#### **Audit Type**

Surveillance Audit

#### **Auditor**

James Pang

#### **Standard**

Ontario's Drinking Water Quality Management Standard Version 2

(Exp Date: 28-NOV-2022)

#### **Audit Date(s):**

08/26/2021 - 08/26/2021

#### **Recommendation**

Ontario's Drinking Water Quality Management Standard Version 2 : Continue Certification, NO CARs



<b>Executive Summary</b>	
Ontario's Drinking Water Quality Management Standard Version 2	Involvement of a team of people in their DWQMS.

<b>Opportunities</b>	
Ontario's Drinking Water Quality Management Standard Version 2	See the six OFIs.

<b>Corrective Action Requests</b>	
There is NO Corrective Action Request in this audit.	

**Site Information**  
 The audit was based on a sampling of the company's management system.

**Industry Codes**  
 NACE:E 41

**Scope of Registration**  
 Ontario's Drinking Water Quality Management Standard Version 2 : Dundalk Drinking Water System, 110-OA1, Entire Full Scope Accreditation



## Opportunities for Improvements

### Ontario's Drinking Water Quality Management Standard Version 2

Opportunity	Observations / Auditor Notes
Opportunities for Improvements (DWQMS)-01	<p><b>Location of OFI</b> Commitment and Endorsement;</p> <p><b>Discussed With</b> Jim, Cory and Lisa;</p> <p><b>Description</b> Although the current description in section 3.2 of the OP is generally conforming, it may be improved with regards to the representatives of the Owner of the DWS. The Owner as the Township of Southgate is vague.</p> <p>This a repeated OFI from the 2020 audit.;</p>
Opportunities for Improvements (DWQMS)-02	<p><b>Location of OFI</b> Document and Record Control;</p> <p><b>Discussed With</b> Jim, Cory and Lisa;</p> <p><b>Description</b> Although generally conforming, the management may consider to extend the same document control applied to SOP to all other controlled documents such as the Operational Plan. In this case, the practice of updating the revision date. ;</p>
Opportunities for Improvements (DWQMS)-03	<p><b>Location of OFI</b> Drinking Water System;</p> <p><b>Discussed With</b> Jim, Cory and Lisa;</p> <p><b>Description</b> The current description of the DWS in section 6 of the OP is generally conforming. However, there exists an opportunity for improvement by simplifying Figures 6-1, 6-2 and 6-3 to show the treatment process flow.</p> <p>This is a repeated OFI from the 2020 external audit. ;</p>
Opportunities for Improvements (DWQMS)-04	<p><b>Location of OFI</b> Emergency Management;</p> <p><b>Discussed With</b> Jim, Cory and Lisa;</p> <p><b>Description</b> An opportunity exists to clearly define the list of contacts in the event of a spill which can include the following: a. 1. "appropriate people" to be contacted b. 2. the "Ministry" c. 3. the Spill Action Centre</p> <p>This is a repeated OFI from the 2020 external audit.</p> <p>Otherwise, the Oct 14, 2020 table top exercise for low residual chlorine in the new sub divisions is acceptable. ;</p>
Opportunities for Improvements (DWQMS)-05	<p><b>Location of OFI</b> Management review;</p> <p><b>Discussed With</b> Jim, Cory and Lisa. ;</p> <p><b>Description</b> 1 - It was noted that actions for the OFIs from the external audit from Oct 2020 were scheduled to be carried out by Dec 31, 2021. The management concerned should avoid such long delays of more than a year to take action. Therefore, this OFI is for the management to improve their response time to the audit OFIs. 2 - It was noted that the record of management review consistently recorded No Decision for No Decision Required. For future management reviews, the choice of words would need to be more accurate.</p>



Opportunity	Observations / Auditor Notes
	Other than the above, every else is in general conformance. ;
Opportunities for Improvements (DWQMS)-06	<p><b>Location of OFI</b> Continual Improvement;</p> <p><b>Discussed With</b> Jim, Cory and Lisa;</p> <p><b>Description</b> A review of the CAPA tracking log showed that the QMS improvement is well tracked. It was noted that all 13 CAPA were submitted by Cory Henry and all 13 were assigned to him too. The management should consider assigning some of the required action items to other members of the team so that everyone may share responsibility for the QMS improvement.</p> <p>This is a repeated OFI from the 2020 external audit. ;</p>

General Information	
<b>Operating Authority: Legal Name &amp; Address</b>	<b>The Corporation of the Township of Southgate 185667 Grey Rd. #9, Dundalk ON Canada</b>
<b>Language Preference: Correspondence</b>	<b>English</b>
<b>Language Preference: Audit</b>	<b>English</b>
<b>Owner: Legal Name and Address</b>	<b>The Corporation of the Township of Southgate 185667 Grey Rd. #9, Dundalk ON Canada</b>
<b>Owner Language Preference: Correspondence</b>	<b>English</b>
<b>Owner Language Preference: Audit</b>	<b>English</b>
<b>Applicant Representative Information; Include Name, Title, Phone, Fax, Email &amp; Website</b>	<b>Jim Ellis Public Works Manager 519-923-2110 X 224 jellis@town.southgate.on.ca</b>
<b>Accreditation Option</b>	<b>Full Scope - Entire DWQMS</b>
<b>Date of Previous Systems Audit:</b>	<b>Oct 20, 2020</b>
<b>Date of Previous On-Site Verification Audit:</b>	<b>Oct 23&amp;24, 2019</b>

Processes	
<b>Ontario's Drinking Water Quality Management Standard Version 2</b>	
Process Name	Observations / Auditor Notes
Processes or Activities (DWQMS)-01	<p><b>Describe whether the process is effective or not (effectiveness should be supported with specific data/records/results). Include strengths &amp; weaknesses of process:</b></p> <p>Elements that were conforming are listed with evidence below:            Element 1 - All 21 elements were addressed in the Dundalk Drinking Water System Operational Plan (OP), Version 2018-1, dated January 18, 2018.            Element 2 - As described in section 2 of the OP.            Element 4 - The Lead Hand in Dundalk will be the QMS Representative.            Element 7 - Reviewed record of reviewing the risk assessment outcome table on Nov 23, 2020 as well as the resultant Risk Assessment Outcome table.            Element 8 - The last 36-monthly risk assessment was carried out on December 10, 2018, and the next one is only due in Dec 2021.            Element 9 - As described in section 9 of the OP.            Element 10 - All five personnel licensed to operate the DWS have valid competency</p>



Process Name	Observations / Auditor Notes
	<p>licenses.</p> <p>Element 11 - As described in section 11 of the OP.</p> <p>Element 12 - As described in section 12 of the OP.</p> <p>Element 13 - As described in section 13 of the OP.</p> <p>Element 14 - Reviewed record of review dated August 23, 2021 to be generally conforming. ; Element 15 - Reviewed the 2021 10-year capital budget plan for water infrastructure to be conforming.</p> <p>Element 16 - The water sampling locations were noted to adequately cover the whole service area.</p> <p>Element 17 - Verified calibration of two colorimeters bearing serial numbers 14060E248781 and 18090E368633 used by the water operators. Also, verified the calibration of all 6 online chlorine analysers and 3 online turbidity meters. Caduceon Environmental Lab, used by the QA carried valid CALA accreditation until Jan 2022.</p> <p>Element 19 - The last internal audit was on Oct 14, 2020 of SOP12. The next one isn't due yet.</p>



## Summary of Findings

Requirement	Finding
1. Quality Management System	C
2. Quality Management System Policy	C
3. Commitment and Endorsement	OFI
4. Quality Management System Representative	C
5. Document and Record Control	OFI
6. Drinking-Water System	OFI
7. Risk Assessment	C
8. Risk Assessment Outcomes	C
9. Organizational Structure, Roles, Responsibilities, and Authorities	C
10. Competencies	C
11. Personnel Coverage	C
12. Communications	C
13. Essential Supplies and Services	C
14. Review and Provision of Infrastructure	C
15. Infrastructure Maintenance, Rehabilitation & Renewal	C
16. Sampling, Testing & Monitoring	C
17. Measurement & Recording Equipment, Calibration & Maintenance	C
18. Emergency Management	OFI
19. Internal Audits	C
20. Management Review	OFI
21. Continual Improvement	OFI
<b>Mj</b>	Major Non-Conformity. The auditor has determined one of the following: (a) a required element of the DWQMS has not been incorporated into a QMS; (b) a systemic problem with a QMS is evidenced by two or more minor conformities; or (c) a minor non-conformity identified in a corrective action request has not been remedied.
<b>Mn</b>	Minor Non-Conformity. In the opinion of the auditor, part of a required element of the DWQMS has not been incorporated satisfactorily into a QMS.
<b>OFI</b>	Opportunity for Improvement. Conforms to requirement, but there is opportunity for improvement.
<b>C</b>	Conforms to requirement.
	Not Applicable to this audit
*	Additional Comment added by auditor in the body of the report.



**Verification of CARs For Ontario's Drinking Water Quality Management Standard Version 2**

**Have you verified the effectiveness of all previous CARs? (List all new CAR's that you initiated in this report because you did not verify effective implementation of a previous CAR)**

N/A.

**Discuss your evaluation in detail.**

No CAR from the previous audit.



## **Staff Report PW2021-046**

**Title of Report:** PW2021-046 Department Report  
**Department:** Public Works  
**Branch:** None  
**Council Date:** September 15, 2021

### **Recommendation:**

**Be it resolved that** Council receive Staff Report PW2021-046 for information.

### **Background:**

Public Works Department update.

### **Staff Comments:**

#### **Transportation and Public Safety:**

1. Southgate Sideroad 49 between Highway 89 and Southgate Road 04 had base course asphalt paved, the week of August 30, 2021. The replacement of bridge S108 began the week of September 7, 2021 and bridge S109 rehabilitation work to follow.
2. The Rainbow Crosswalk was vandalized during the Labour Day weekend. The crosswalk was repainted, the Public is reminded to contact the emergency Public Works number at 519-378-3777 to report any incidents.
3. Traffic congestion at the Young Street & Hagan intersection at the Proton Community School, causing concerns of traffic flow and pedestrian safety. Southgate Parking By-law Number 2020-005 has the following restrictions:  
No parking is permitted on each side of Young Street between Victoria Street and the most southerly limit.  
No parking is permitted on Hagen Street except for Monday to Friday 8:00am to 9:00am and 3:00pm to 4:00pm.  
Some other applicable parking restrictions are:  
Park incorrect direction  
Park in front of driveway  
Park within 1 metre of residential driveways  
Park within an intersection or 9.1 metres of intersection  
Park within 3 metres of fire hydrant  
Park to obstruct traffic  
All of these offences are subject to By-law Enforcement and can be fined according to the By-law.

4. The severe weather storms on September 7, 2021, had staff respond to a few locations for trees down, Church St in Holstein and Southgate Sideroad 61 between Southgate Roads 08 & 10.
5. Brushing operations has begun on Southgate Sideroad 57, between Grey Road 9 and Southgate Road 22, with daily closures.

**Waste Resources and Diversion Management:**

1. The Township received an Automotive Materials Service Agreement from Automotive Materials Stewardship Inc. (AMS). This agreement is for the wind up and transition of the Hazardous and Special Products (HSP) to producer responsibility to recover operational costs at the Waste Resources and Diversion Management depots for the Township, administered by the Resource Productivity and Recovery Authority (RPRA). The HSP is for the collection of oil, antifreeze, oil containers and filters. Chief Administrative Officer Dave Milliner will be signing the agreement on behalf of the Township of Southgate. (Attachment #1)

**Financial Implications:**

These items are included in 2021 Operating and Capital Budgets.

**Communications & Community Action Plan Impact:**

Goal 5 - Upgrading our "Hard Services"

**Action5:**

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 PW2021-046 for information.

Respectfully Submitted,

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

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

**Attachments:**

Attachment #1– Automotive Materials Service Agreement from Automotive Materials Stewardship Inc.

**MUNICIPAL & FIRST NATIONS AUTOMOTIVE MATERIALS SERVICES AGREEMENT**

**THIS AGREEMENT** is made as of the 1<sup>st</sup> day of October, 2021 (the “**Effective Date**”).

BETWEEN:

**AUTOMOTIVE MATERIALS STEWARDSHIP INC. (“AMS”)**

- and -

**TOWNSHIP OF SOUTHGATE (“COLLECTOR”)**

**collectively, the “Parties”**

*Reporting Contract #:* \_\_\_\_\_ *(completed by AMS)*

**WHEREAS:**

- A. AMS will be offering services as a producer responsibility organization (“**PRO**”) under the Hazardous and Special Products Regulation (“**HSP Regulation**”) made under the *Resource Recovery and Circular Economy Act, 2016* (the “**RRCEA**”) (collectively, the “**AMS Program**”).
- B. As a PRO, AMS is establishing a collection and management system for HSP consisting of antifreeze (including antifreeze containers less than 30 litres), oil containers, and/or oil filters (collectively, “**Automotive Hazardous and Special Products**” or “**Automotive HSP**”) as more particularly defined below.
- C. AMS and Collector wish to enter into an agreement concerning the provision of services by the Collector to AMS concerning Automotive HSP.

**NOW THEREFORE** in consideration of the premises, the parties hereto agree as follows:

**1.0 Definitions and Interpretation**

1.1. Terms beginning with capital letters and used herein without definition shall have the meanings given to them in the RRCEA or the HSP Regulation or the *Municipal Act, 2001* (Ontario), as the case may be unless otherwise specified.

1.2. In this Agreement:

(a) “**Agreement**” means this Agreement and includes all schedules and amendments thereto;

(b) “**Automotive HSP**” means one or more of the following as defined under the Regulation:

(i) “**Oil Container**” means a container that is used for the supply of new lubricating oil and that has a capacity of 30 litres or less;

(ii) “**Oil Filter**” means a fluid filter, other than a gasoline filter, and includes,

a. a spin-on style filter or element-style fluid filter that is sold separately or as part of a product, that is used in hydraulic, transmission or internal combustion engine applications,

b. a filter used for oil, diesel fuel, storage tank fuel, coolant, household furnace fuel, and

c. a sump type automatic transmission filter

(iii) “**Antifreeze**” means a product containing ethylene or propylene glycol that is used or intended for use as a vehicle engine coolant and includes,

a. the initial antifreeze supplied with a new vehicle, and

b. antifreeze that is premixed and concentrated.

“Antifreeze” includes the product’s primary packaging where that packaging is less than 30 litres.

(c) “**Business Day**” means Monday through Friday, excluding statutory holidays and any other day that the Government of Ontario has elected to be closed for business;

(d) “**Claims Submission**” means submission to AMS of data required to validate claim for payment;

(e) “**Collection Services**” means all the activities, including those conducted at Events and Depots operated by or on behalf of the Collector, for the purpose of receiving, classifying, packing, storing and transferring Automotive HSP onto transportation vehicles, including the manifesting of the Automotive HSP prior to transportation from the Event or Depot;

- (f) “**Depot**” means a collection and transfer facility/location operated by or on behalf of the Collector for receiving Automotive HSP from the public and transferring to Haulers for processing or recycling;
- (g) “**Diversión Report**” means invoices, Automotive Material tonnage reports, or other such documents in the form and format specified by AMS as may reasonably be required from time to time for the validation of Claims Submissions;
- (h) “**Event**” means a one-day or other collection event, operated by or on behalf of a Collector to collect, pack, transport, weigh, and process Automotive HSP from the public;
- (i) “**FOB**” means free on board;
- (j) “**Generator**” means the final user who generates waste which will be reused, recycled or disposed;
- (k) “**Hauler**” means a Service Provider that transports collected Automotive HSP to a Processor;
- (l) “**Manifesting**” means those activities associated with preparing a manifest for Post-Collection Services in accordance with Regulation 347 made under the *Environmental Protection Act* (Ontario);
- (m) “**Material Management Services**” means the Collection Services and/or Post-Collection Services provided by the Service Provider;
- (n) “**Packing Standards**” means the Waste Packing Protocols listed in Schedule “C” as amended by AMS from time to time;
- (o) “**Post-Collection Services**” means the management of Automotive HSP after transfer of such Automotive HSP to a Hauler FOB the Event or Depot location, including but not limited to transportation of Automotive HSP from Events and Depots, consolidation, sorting, weighing, processing, recycling, and safe disposal of residual waste and other post-collection waste management activities;
- (p) “**Processor**” means a Service Provider that processes collected Automotive HSP;
- (q) “**Service Provider**” means a Hauler and/or Processor, approved by AMS as posted in a secure location on the AMS website accessible to Collector, that provides Material Management Services to AMS or the Collector as the case may be; and
- (r) “**WeRecycle Portal**” means AMS’s online system for uploading Claims Submissions.

## **2.0 Material Management Services**

- 2.1. This Agreement is for three different service location types for the provision of Material Management Services by the Collector to AMS. These are as follows:

(a) Depot

- (i) The Collector or the Collector's Service Provider provides Depot Collection Services for Automotive HSP. AMS pays the Collector an hourly rate for the Collection Services of Automotive HSP.
- (ii) Automotive HSP are to be separately sorted by material as per Packing Standards by the Collector at its Depots and made ready for pick-up by approved AMS hauler.
- (iii) Depots must accept, at a minimum, all types of HSP that are in the same category as that type of HSP as defined in the Regulation.
- (iv) Depots must accept from a person, at a minimum, up to 25 kilograms per day of each type of Automotive HSP.
- (v) If a Depot accepts more than 50 kilograms of Automotive HSP from a person on a single day, Collector shall make reasonable efforts to record the person's name, contact information, any unique identifier assigned by the Registrar and the weight of Automotive HSP accepted.

(b) Event

- (i) The Collector or the Collector's Service Provider provides Event Collection Services for Automotive HSP. The Collector may combine Events with other activities, including collection of non-Automotive HSP. AMS pays the Collector a cost per tonne of Automotive HSP as per Schedule "B" for the Collection and Post-Collection Services.
- (ii) An Event must accept antifreeze, oil containers and oil filters.
- (iii) An Event must operate for a minimum of four (4) consecutive hours.

(c) Event (and transportation to Depot)

- (i) The Collector or the Collector's Service Provider provides Event Collection Services for Automotive HSP and transports the collected Automotive HSP to a Depot. AMS pays the Collector a cost per tonne.
- (ii) Automotive HSP are to be separately sorted by material as per Packing Standards by the Collector at its Depots and made ready for pick-up by an approved AMS Hauler.

For the purpose of this Agreement, AMS and the Collector have agreed that the service location types marked with an "X" below will be the ones under which the Collector will provide Material Management Services to AMS.

- Depot
- Event

- Event (and transportation to Depot)

2.2. AMS and Collector may agree in writing at any time to change the service location type under which Collector is providing Material Management Services to AMS herein to the other service location type listed or to add another service location type and this Agreement shall be deemed to have been amended accordingly.

### **3.0 Price and Payment**

#### 3.1. Price

(a) Material Management Services – Depot. AMS will pay for Material Management Services provided by the Collector as follows:

- (i) AMS will pay the Collector the hourly rate as set out in Schedule “B” for the Total Reimbursable Hours of Operation as specified in Schedule “A” for the Collection Services.
- (ii) AMS will pay Service Providers directly for Post-Collection Services for Automotive HSP collected at Depots.

(b) Material Management Services - Event. AMS will pay for Material Management Services provided by the Collector as follows:

- (i) AMS will pay the Collector an amount per tonne as set out in Schedule “B” for the Collection Services and Post-Collection Services for each of the approved Events that are submitted as outlined in Schedule “A”. The actual weight of the Automotive HSP as determined by the Service Provider providing the Post-Collection Services will be used.

(c) Material Management Services – Event (and transportation to Depot). AMS will pay for Material Management Services provided by the Collector as follows:

- (i) AMS will pay the Collector an amount per tonne as set out in Schedule “B” for the Collection Services and transportation of Automotive HSP to a Depot for each of the approved Events that are submitted as outlined in Schedule “A”. The actual weight of the Automotive HSP as determined by the Service Provider providing the Post-Collection Services will be used.
- (ii) AMS will pay Service Providers directly for Post-Collection Services for Automotive HSP collected at Events and transported to Depots.

#### 3.2. Payment

(a) Material Management Services – Depot.

- (i) For Depot Collection Services payable pursuant to Section 3.1(a)(i), AMS will pay the Collector pursuant to this Agreement within thirty (30) days of the end of each calendar month.

(b) Material Management Services - Event.

- (i) To receive payment for Event Collection Services and Post-Collection Services, the Collector must upload a Claims Submission via the WeRecycle Portal and send AMS a copy of the shipping manifest(s) and Diversion Report(s) from the End Processor with respect to the Automotive HSP. The Claims Submission is to be submitted by Collector to AMS within thirty (30) days of Collector receiving the related Diversion Report(s) but no later than the end of the following calendar quarter. AMS will validate the Claims Submission with the Diversion Report(s) received from Collector within thirty (30) days of receipt and AMS will pay the Collector pursuant to this Agreement within thirty (30) days of the date on which AMS determines the claim to be correct and accurate. If any errors or omissions are found, AMS will issue a payment adjustment and AMS may require a corrected Claims Submission from the Collector.

(c) Material Management Services – Event (and transportation to Depot).

- (i) To receive payment for Event Collection Services and transportation of Automotive HSP to a Depot, the Collector must upload a Claims Submission via the WeRecycle Portal and send AMS a copy of the shipping manifest(s) with respect to the Automotive HSP. The Claims Submission is to be submitted by Collector to AMS within thirty (30) days of Collector receiving the related manifest(s) but no later than the end of the following calendar quarter. AMS will validate the Claims Submission with the manifest(s) received from Collector within thirty (30) days of receipt and AMS will pay the Collector pursuant to this Agreement within thirty (30) days of the date on which AMS determines the claim to be correct and accurate. If any errors or omissions are found, AMS will issue a payment adjustment and AMS may require a corrected Claims Submission from the Collector.

3.3. Collector will provide any additional back-up/supporting information reasonably requested by AMS to verify the accuracy of the Claims Submissions from time to time.

3.4. The Collector will not charge residential Generators of Automotive HSP for collection of Automotive HSP at its Depots or Events.

3.5. Late Submission Penalties

(a) AMS may reduce amounts payable under Claims Submissions which are not submitted to AMS within the time periods set out in section 3.2 (b) and (c) by five (5%) per cent per month.

(b) AMS will have no responsibility to pay and Collector will forfeit the right to claim for, any Claim Submission in respect of a calendar year which is not received by AMS by January 31 of the following calendar year.

**4.0 Supplemental Reporting**

In addition to all other reporting requirements in this Agreement, Collector will provide information to AMS as required to satisfy AMS' reporting obligations to the Authority in the Regulation and the Hazardous and Special Products Verification and Audit Procedure

document, each of which can be found on the Government of Ontario and the Authority websites respectively. AMS will make no more than two (2) requests per calendar year.

## **5.0 Facility Access and Audit Rights**

- 5.1. Collector will grant AMS (or its authorized representative) or the Authority access to Collector's Depots used in the provision of Material Management Services to monitor Collector's performance in the delivery of Material Management Services. Such access will be during normal business hours and on a minimum of 48 hours' notice.
- 5.2. AMS or its representative will have the right to perform composition audits of Automotive HSP in the possession or control of the Collector and to review any documentation or other work product resulting from Material Management Services ("Audit Rights") at AMS' expense.
- 5.3. Collector will co-operate with AMS to allow AMS or its representative, to exercise its Audit Rights, and make reasonable efforts to provide access to adequate, indoor space and weighing devices, if available, at Collector's facilities at no charge to AMS.
- 5.4. All parties acting on behalf of AMS are bound by strict confidentiality agreements.

## **6.0 Term**

- 6.1. This Agreement will commence on the Effective Date and its initial term will continue until December 31, 2022. This Agreement will automatically renew for successive one (1) year terms unless or until it is terminated in accordance with this Agreement. The initial term and any such additional term or terms are herein referred to as the "Term".

## **7.0 Exclusivity**

- 7.1 The Collector will collect Automotive HSP exclusively on behalf of AMS and not for any other entity. In particular, Collector agrees not to enter into any other collection agreement for Automotive HSP with another producer responsibility organization or producer.

## **8.0 Title and Compliance with Laws**

- 8.1. Title to all Automotive HSP collected by Collector at Events and Depots will belong to Collector from the time of collection until transfer of the collected Automotive HSP to an approved Hauler. At no time will AMS have title to Automotive HSP unless handled directly by AMS employees. Any contract entered into between Collector and a Service Provider for Automotive HSP must provide that title transfers to the Service Provider.
  - (a) Notwithstanding the foregoing, if the Collector operates a reuse program for any Automotive HSP, title to the Automotive HSP being reused shall transfer to Collector one (1) second prior to being given to the person or entity requesting it for reuse purposes.
- 8.2. In performing Material Management Services hereunder, Collector represents and warrants that it will at all times, and will require its Service Providers to, have all Certificates of Approval (also known as an Environmental Compliance Approval), and any other approvals required and that it will otherwise comply at all times and require its Service

Providers to comply, with all applicable laws, regulations and requirements of any governmental authority having jurisdiction, including without limitation the Ontario Ministry of the Environment and the Ontario Ministry of Labour.

## **9.0 AMS Policies, Standards and Guidelines**

- 9.1. Collector will at all times comply with the HSP Regulation and the HSP Verification and Audit Procedure document as applicable.
- 9.2. AMS may develop from time to time, policies, standards and guidelines relative to the provision of Material Management Services or make amendments thereto.
- 9.3. The AMS Waste Packing Standards in effect at the time of entering into this Agreement are included in Schedule "C" for convenience.
- 9.4. Collector will use best efforts to comply with, and will require that any of its contractors supplying Material Management Services use best efforts to comply with the provisions of all such policies, standards and guidelines as they pertain to the provision of Material Management Services. AMS will communicate any new or amended such policies, standards and guidelines to Collector via email.
- 9.5. Collector may provide written notice within thirty (30) days of receiving such communication that it does not wish to comply with a new or amended policy, standard or guideline, and in the event that the Collector provides such written notice either Party may exercise the termination provisions of 22.5(b).

## **10.0 Promotion and Education**

- 10.1. Promotion and education of the proper end of life management of Automotive HSP is essential. The Collector will work cooperatively with AMS in undertaking such promotion and education activities with respect to Automotive HSP and collection of the Automotive HSP by the Collector as may be reasonably requested by AMS from time to time.
- 10.2. If a Collector provides Material Management Services for an Event or an Event (and transportation to Depot), the Collector will promote each Event in the local municipality, territorial district or First Nations community where it will be held for at least one week prior to the date of the Event using a combination of two or more forms of media, including but not limited to:
  - local print publications
  - local print media
  - local radio
  - local signage, or
  - social media.

Collector will submit a report to AMS in a form and format specified by AMS that indicates how the Collector promoted each Event.

- 10.3. The Collector must submit to AMS draft copies of all publications that make use of AMS trademarks and logos for approval, which AMS may withhold for any reason.

- 10.4. The Collector, its employees and Service Providers will not engage in any activity that may cause or perceive to cause harm to Automotive Materials Stewardship or any brand owned or used under license by AMS.

## **11.0 Indemnity and Insurance**

- 11.1. Each party (the “Indemnifying Party”) hereby indemnifies and saves harmless the other party (the “Indemnified Party”) on its behalf and as trustee for, its respective directors, officers, contractors, employees and agent, from and against any and all manner of actions or causes of actions, damages (but not including consequential damages), costs, loss or expenses of whatever kind (including related legal fees on a full indemnity basis) which the Indemnified Party, its directors, officers, contractors, employees and agents may sustain, incur or be put to by reason of or directly or indirectly arising out of any breach of this Agreement by the other party or any wilful misconduct or negligence of the Indemnifying Party or any person for whom the Indemnifying Party is, at law, responsible, in relation to matters arising out of this Agreement.
- 11.2. The Collector will, during the Term of the Agreement, self-insure, maintain at its expense and/or require any Service Provider to maintain at either the Collector’s or Service Provider’s expense Comprehensive General Liability coverage with limits of not less than \$5,000,000 (five million dollars) per occurrence. For clarity, only the Collector can self-insure.
- 11.3. The Comprehensive General Liability policy of insurance referred to in this section will include AMS as an additional insured.
- 11.4. Unless the Collector wholly self-insures, the Collector will deliver a copy of Certificate(s) of Insurance maintained by the Collector or a Service Provider pursuant to this Agreement, upon the effective date of this Agreement, and annually upon renewal of the Collector or Service Provider’s insurance, naming AMS as an additional insured with the following language:

“Automotive Materials Stewardship and its affiliated entities, officers, partners, directors, employees, representatives and agents are included as Additional Insureds for Comprehensive General Liability. Such coverage is primary and non-contributing.”

If the Collector wholly self-insures, the Collector will deliver a letter stating such self-insurance to AMS upon the effective date of this Agreement, and annually upon each automatic renewal of this Agreement.

- 11.5. The Certificate(s) of Insurance, referred to in subsection 11.4, must also provide that AMS will be provided with thirty (30) days advance written notice of cancellation, termination, non-renewal or material change.

## **12.0 Assignment**

- 12.1. The Collector may not subcontract or assign any of its rights or obligations under this Agreement or any part thereof without the prior written consent of AMS.

- 12.2. Notwithstanding subsection 12.1, the Collector may assign any of its rights or obligations under this Agreement or any part thereof without the prior written consent of, but with written notice to, AMS:
- (a) from a Lower-tier Municipality to an Upper-tier Municipality or vice versa;
  - (b) to a municipal service board pursuant to sections 194 to 202 of the Municipal Act, 2001, as amended; or
  - (c) to a municipal business corporation pursuant to section 203 of the Municipal Act, 2001, as amended.

### **13.0 Notices**

Any notice, request, demand or other instrument or communication herein provide, permitted or required to be given by either AMS or the Collector will be in writing and sufficiently given if delivered personally, by facsimile transmission or other electronic means of written communication tested prior to transmission to the extent such testing is available (unless otherwise expressly provided herein) or if sent by registered mail to the following respective address hereinafter set out, namely:

Notices to AMS will be delivered to:

Operations Officer  
Automotive Materials Stewardship  
1 St. Clair Avenue West, Suite 701  
Toronto, ON M4V 1K6

Email: [operations@autostewardship.ca](mailto:operations@autostewardship.ca)

Notices to the Collector will be delivered to:

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

Email: [dmilliner@southgate.ca](mailto:dmilliner@southgate.ca)

Any such notice if delivered personally, by facsimile transmission or by other electronic means will be conclusively deemed to have been given on the day of personal delivery, or facsimile transmission or electronic communication (and if after 5 p.m. E.T. the next following Business Day), or if mailed as aforesaid, will be conclusively deemed to have been received on the fifth (5<sup>th</sup>) business day following the day on which such notice is mailed as aforesaid (except during a postal strike in which case such notice shall be delivered via courier). Either party may, at any time, give written notice to the other of any change of address (postal and/or email) of the party giving such notice and from and after the giving of such notice the address therein specified shall (in the absence of knowledge to the contrary) be deemed to be the address of such party for the giving of notices thereafter.

#### **14.0 No Partnership or Joint Venture**

- 14.1. This Agreement does not create and will not in any circumstances create or be deemed to create a partnership or joint venture between the parties. For all purposes Collector will be an independent Collector.

#### **15.0 Severability**

- 15.1. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination will not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct. To the extent that any such provision is found to be invalid, illegal or unenforceable, the parties hereto will act in good faith to substitute for such provision, to the extent possible, a new provision with content and purpose as close as possible to the provision so determined to be invalid, illegal or unenforceable.

#### **16.0 Amendment and Waivers**

- 16.1. No amendment or waiver of any provision of this Agreement will be binding on any party unless consented to in writing by such party. No waiver of any provision of this Agreement will constitute a waiver of any other provision, and no waiver will constitute a continuing waiver unless otherwise provided.

#### **17.0 Further Acts**

- 17.1. Each party will execute all such documents and do all such other acts and things as may be necessary or desirable from time to time in order effectively to carry out the provisions of this Agreement and will not to take any action, or omit to take any action, that would constitute a breach of this Agreement.

#### **18.0 No Third Party Beneficiaries**

- 18.1. No person or entity which is not a party hereto will have any rights or obligations pursuant to this Agreement or be permitted to place any reliance on anything in this Agreement or on the continuation of this Agreement.

#### **19.0 Counterparts and Facsimile**

- 19.1. This Agreement may be executed in counterparts, and may be transmitted by facsimile or secure electronic document (PDF) each of which will constitute an original and all of which taken together will constitute one and the same instrument.

#### **20.0 Force Majeure**

- 20.1. In the event that either party hereto is delayed or hindered in the performance of any act required herein by reason of Acts of God, riots, insurrection, war or other reasons of a like nature not the fault of such party (an "Event of Force Majeure"), then the performance of such act will be excused for the period of the delay and the period for performance of any such act will be extended for a period equivalent to the period of such delay. The party whose performance of this Agreement is or may reasonably be expected to be affected

by an Event of Force Majeure will promptly notify the other party of the existence of such circumstances and will use its best efforts to resume and complete performance. Whenever a party is reasonably certain that such an Event of Force Majeure is likely to occur, it will notify and consult with the other party as soon as practicable. All time periods for the performance of obligations hereunder will be extended by a period corresponding to the time period of any delay caused by the occurrence of an Event of Force Majeure.

## **21.0 Dispute Resolution**

- 21.1. All disputes arising out of in connection with this Agreement, or in respect of any legal relationship associated with or derived from this Agreement, that cannot be resolved within thirty (30) days by a senior representative of each party, will upon written notice by any party to the others be arbitrated and finally resolved by one (1) arbitrator qualified by education, experience or training to render a decision upon the issues in dispute and who has not previously been employed by any party or any of their affiliates, and does not have a direct or indirect interest in any party or the subject matter of the arbitration. Such arbitrator will either be mutually agreed upon by the parties within thirty (30) days after written notice from any party requesting arbitration or, failing agreement, the Resource Productivity and Recovery Authority may appoint the arbitrator on behalf of the Parties after receiving written submission from both.

## **22.0 Termination**

- 22.1. Upon execution of this Agreement by the Collector and acceptance by AMS, any prior agreement between the same Collector and AMS is automatically terminated with immediate effect, except for the provisions in the prior agreement which are expressly stated as surviving termination.
- 22.2. If, in the reasonable opinion of either party, there has been a breach of this Agreement (which, in the case of a Collector, includes the Collector's compliance with the policies, standards, and guidelines described in section 9.0) by the other party (the "defaulting party"), the Collector or AMS (the "party giving notice") may give the defaulting party written notice to remedy the breach or default within sixty (60) days, failing which the Agreement may be terminated. In the event that the remedy of such breach reasonably requires more than sixty (60) days, the defaulting party will so advise the party giving notice forthwith and provide a revised timetable for remedying the breach. The party giving notice will notify the defaulting party in writing as to whether the revised time line is acceptable and, if it is, the revised time line to remedy such breach will apply.
- 22.3. On the date of termination neither party shall have any obligations, financial or otherwise, hereunder save and except for matters and payment obligations arising prior to the date of termination.
- 22.4. Either Party may terminate this Agreement for any reason whatsoever save and except for matters arising from sections 22.2 & 22.5, without cause, cost or penalty, save and except for matters arising prior to termination, upon providing the other Party with ninety (90) days prior written notice of its intention to terminate this Agreement.
- 22.5. Either Party may terminate this agreement immediately upon written notice to the other Party, except as expressly stated, if:

- (a) Either Party assigns or subcontracts any of its rights or obligations under this Agreement or any part thereof except as expressly provided for herein; or
- (b) the Collector provides written notice that it will not comply with any new or amended policies, standards and guidelines developed by AMS as per section 9.0; or
- (c) the Collector fails to keep the terms of this Agreement confidential as per section 29.0, in such instances only AMS may terminate this agreement; or
- (d) a receiver or trustee is appointed for any part of the assets of AMS; or
- (e) AMS ceased to provide services as a PRO.

### **23.0 Survival**

- 23.1. Articles 11, 22.3 and 29 of this Agreement will survive termination or expiry and continue in full force and effect.

### **24.0 Additional Conditions**

- 24.1. The parties shall execute such further and other documents, cause such meetings to be held, resolutions passed and by-laws enacted, exercise their vote and influence, do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part thereof.

### **25.0 Entire Agreement**

- 25.1. This Agreement constitutes the entire agreement between the parties with respect to all of the matters herein and supersedes and replaces all previous agreements, whether oral or written, concerning the same or similar subject matter.

### **26.0 Headings for Convenience Only**

- 26.1. The division of this Agreement into articles and sections is for convenience of reference only and will not affect the interpretation or construction of this Agreement.

### **27.0 Governing Law**

- 27.1. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and each of the parties hereto agrees irrevocably to conform to the non-exclusive jurisdiction of the Courts of such Province.

### **28.0 Legislation References**

- 28.1. Any reference in this Agreement to any law, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body will be construed as a reference thereto as amended or re-enacted from time to time or as a reference to any successor thereto.

## **29.0 Confidentiality**

- 29.1. Subject to any legal requirements, including those included in the *Municipal Act, 2001* and the *Municipal Freedom of Information and Protection of Privacy Act* (“MFIPPA”), Collector will at all times treat Schedule “B” and the financial terms contained therein as private and confidential information.

To the extent permitted under MFIPPA, Collector will inform AMS of any request made of Collector under MFIPPA for any records related to this Agreement that may reveal a trade secret or scientific, technical, commercial, financial or labour relations information supplied in confidence by AMS to Collector so that AMS will have an opportunity to make representations to Collector with respect to the proposed disclosure.

## **30.0 Rights and Remedies**

- 30.1. The rights, remedies and privileges in this Agreement given to the Parties:
- (a) are cumulative and any one or more may be exercised;
  - (b) are without prejudice to and are in addition to and apply notwithstanding any other provisions in this Agreement; and
  - (c) are not dependent or conditional upon, or in any way lessened, restricted or affected by any other provisions of this Agreement.

## **31.0 Schedules**

- 31.1. Schedules “A” through “C” are attached hereto and incorporated in and form part of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first set out above.

**AUTOMOTIVE MATERIALS STEWARDSHIP**

by: \_\_\_\_\_

Name: David Pearce

Title: Operations Officer

**TOWNSHIP OF SOUTHGATE**

by: \_\_\_\_\_

Name:

Title:

by: \_\_\_\_\_

Name:

Title:

Note: Second signatory to be completed by Collector only if Collector requires two signatories (and by leaving the second signatory blank and returning the Agreement to AMS, Collector and the first signatory represent that no additional signatories are required).

## SCHEDULE “A” – COLLECTION ACCESSIBILITY SCHEDULES

Collector will collect all Automotive HSP from its residents according to the following Collection Accessibility Schedules.

### Depots

Depot Name	Address	Days & Hours of Operation	Operating Season	Operating Hours	Reimbursable Hours
Dundalk Transfer Station	752178 Ida Street South Dundalk, ON N0C 1B0	Tuesday 10:00am to 3:00pm  Saturday 9:00am to 1:00pm	August to October and February to April	234	234
Egremont Transfer Station	413018 Southgate Sideroad 41 Egremont, ON N0G 2A0	Wednesday 10:00am to 3:00pm  Saturday 9:00am to 1:00pm	November to January and May to July	234	234
<b>TOTAL REIMBURSABLE HOURS</b>					<b>468</b>

### Events

Collector will use commercially reasonable efforts to submit Event Collection Accessibility Schedules in the format below to AMS for approval by March 31<sup>st</sup> of the calendar year in which the Events will be held, and in all cases will submit Event Collection Accessibility Schedules not less than sixty (60) days prior to the next planned Event. Once approved by AMS, the updated information on Event Schedules will be deemed to be incorporated into this Agreement.

### Event Collection Accessibility Schedule - Example

Event #	Collector	Date	Location	Address	Collection Hours	Service Provider
1	<i>Collector name</i>	<i>Event date</i>	<i>Location name</i>	<i>Full address</i>	<i>ex. 9am - 2pm</i>	<i>SP Name</i>

INITIALLED BY COLLECTOR: \_\_\_\_\_

## SCHEDULE "B" – PAYMENT FOR COLLECTION SERVICES

AMS will pay the Collector for Automotive HSP Collection Services as follows:

For Material Management Services – Depot, AMS will pay the Collector the rate of **\$1.09** per hour plus applicable taxes for the Total Reimbursable Hours set out in Schedule "A", to be paid in twelve (12) equal monthly instalments. For greater clarity, the monthly instalment will be calculated as Total Reimbursable Hours divided by twelve (12) and multiplied by the Hourly Rate.

For Material Management Services – Event, AMS will pay the Collector a rate of **\$0.00** per tonne of Automotive HSP plus applicable taxes.

For Material Management Services – Event (and transportation to Depot), AMS will pay the Collector a rate of **\$0.00** per tonne of Automotive HSP plus applicable taxes.

INITIALLED BY COLLECTOR: \_\_\_\_\_

## **SCHEDULE “C” – AMS WASTE PACKING STANDARDS**

The following are AMS Waste Packing Standards applicable to this Agreement as of the date of this Agreement. Revisions to these standards will be posted in a secure location on the AMS website accessible to Collector.

### **Waste Packing Protocols**

All collection site operators shall:

- 1.1 Pack waste according to the Ministry of the Environment and Climate Change waste classes and AMS Waste Packing Standards as outlined in Appendix A.
- 1.2 Ensure that Automotive HSP are handled and stored as follows:
  - In accordance with the conditions laid out in their respective Environmental Compliance Approval and all applicable laws and regulations.
  - Have the ability to receive wastes from the public in a controlled manner (direct supervision or monitored) in a customer drop-off area, as applicable;
  - Have adequate infrastructure to shelter material from inclement weather in a consolidation storage area;
  - Have sufficient space to receive, sort, store and prepare transportation containers for shipment:
  - As applicable, have material-handling equipment with the ability to move containers onto transport vehicles;
  - Be accessible to transport vehicles for pick- up of Automotive HSP; and
  - Have adequate security measures in place to prevent Automotive HSP from being tampered with by anyone at the site or using the collection facility at unauthorized times.
- 1.3 All waste must be packed in an approved UN container and all HSP transported must be contained in accordance with TDGA requirements.
- 1.4 Bulky items must be stored in an upright position in a secure area, and in accordance with Technical Standards & Safety Authority (TSSA) requirements.
- 1.5 Transportation containers must be filled to capacity, except if this practice contravenes either a ministry order or the Collection Site Operator’s Environmental Compliance Approval Storage Requirements. Waste material collected at event days is an exception since it may not always be possible to fill a transport container of a given waste class to capacity.
- 1.6 Make use of vermiculite in sufficient quantity to cover and protect the waste material from breakage when there is a potential for spillage or breakage of containers in a lab pack during transport:

- 1.7 Place large pails (20 litres or more) on skids and shrink wrap to prevent shifting of waste during transport. Alternatively, gaylord boxes may be used.
- 1.8 Contamination allowances:
- Reasonable efforts must be taken to minimize contamination.
  - The maximum contamination allowance is 5%. This is a weight-based allowance assessed on individual transport containers for a given waste class.
  - Contamination levels in transport containers (mis-packed Automotive HSP, non-program wastes as identified in Appendix A) will be monitored by AMS through random sampling. Collection site operators will be required to take corrective action if contamination allowances are exceeded. AMS reserves the right to revoke the collection site's approval status if corrective action is not taken as requested by AMS.

## Appendix A – Waste Packing Standards

*Please note: Automotive Materials Stewardship requires that waste materials in each individual row (as numbered in the first column on the left) be packed separately (even though they may be packed under the same waste class)*

#	Waste Class / UN#	Examples of Inclusions	Examples of Exclusions	Eligible Generators
1	Antifreeze Bulked – 212  Or  Antifreeze Lab Pack – 212	<ul style="list-style-type: none"> <li>• Antifreeze returned in containers with a volume of 30 litres or less.</li> <li>• Antifreeze recovered from vehicles at automotive service centres.</li> </ul>	<ul style="list-style-type: none"> <li>• Plumbing antifreeze;</li> <li>• Vehicle windshield antifreeze;</li> <li>• Product marketed as industrial heat transfer fluid;</li> <li>• Fuel (gasoline &amp; diesel) antifreeze; Lock de-icer;</li> <li>• Air brake antifreeze;</li> <li>• Antifreeze which does not contain ethylene or propylene glycol;</li> <li>• Containers used to deliver Antifreeze with a capacity greater than 30 litres.</li> </ul>	<ul style="list-style-type: none"> <li>• Residential</li> <li>• All IC&amp;I</li> </ul>
2	Empty Auto Containers  Or  Empty Auto Containers - Shredded	<ul style="list-style-type: none"> <li>• Antifreeze containers that are 30 litres or less;</li> <li>• Containers that have a capacity of 30 litres or less and that were manufactured and used for the purpose of containing lubricating oil.</li> <li>• <b>Note:</b> Lubricating oil includes: Synthetic crankcase or engine oil; Hydraulic fluid; Polyester fluids; Circulating oil or turbine oil; Paper machine oil; Transmission fluid; Power steering fluid; Gear oil; Vegetable oil for lubrication; Re-refined oil; Electrical insulating oil; Refrigeration system oil; Compressor oil; Mineral heat transfer fluid; Marine engine oil for vessels operating domestically; Metal working oil; Form release oil; Textile oil; Chain oil; Rock drill oil; 2-cycle engine oil; Gasoline / 2-cycle engine oil mixes; Saw guide oil; Drawing, stamping and shaping oil; Process oil; Deducting oil; Marine cylinder oil; Machine tool and sideway lubricant; Natural gas compressor oil; Conveyor lube; Dripless lube; Quenching oil; Pneumatic system oil; Rustproof oil; Food grade white mineral oil.</li> </ul>	Containers from any of the following: Oil treatment; Diesel fuel treatment; Cleaning/flushing fluids for motors/equipment; Winter start fluid; Brake fluid; Undercoating; Penetrating oil; Hydraulic jack oil; 3-in-1 household oil; Aerosol propelled lubricant; Gun oil; Kerosene; Urethane coating; Sewing machine oil; Cooking oil; Windshield washer fluid; Emulsified oil.	<ul style="list-style-type: none"> <li>• Residential</li> <li>• All IC&amp;I</li> </ul>

#	Waste Class / UN#	Examples of Inclusions	Examples of Exclusions	Eligible Generators
3	Oil Filters - 252	<ul style="list-style-type: none"> <li>• Spin-on or element style filters that are used in hydraulic, transmission or internal combustion engine applications;</li> <li>• Diesel fuel filters;</li> <li>• Household furnace fuel filters;</li> <li>• Coolant filters;</li> <li>• Storage tank diesel fuel filters;</li> <li>• Plastic &amp; paper element style filters;</li> <li>• Diesel fuel filters used at retail commercial pump islands</li> </ul>	<ul style="list-style-type: none"> <li>• Gasoline fuel filters;</li> <li>• Air filters (automotive or non-automotive);</li> <li>• Household furnace air filters;</li> <li>• Sock-type filters</li> </ul>	<ul style="list-style-type: none"> <li>• Residential</li> <li>• All IC&amp;I</li> </ul>



## **Staff Report FIRE2021-010**

**Title of Report:** FIRE2021-010- 2021 Pumper 11 update  
**Department:** Fire  
**Council Date:** September 15, 2021

### **Recommendation:**

**Be it resolved that** Council receive Staff Report FIRE2021-008 for information.

### **Background:**

On Saturday August 28<sup>th</sup> returning home from a hay fire firefighters in pumper 11 could hear an off noise. After continuing down the road firefighters heard a loud bang and pulled the vehicle over to the side of the road. Firefighters tried engaging the fire pump which in turn stalled the truck out. After restarting the truck home they drove the truck back to the fire hall at low speeds as a loud noise could be heard if the speed climbed. The Fire Chief was then notified and attended the fire hall once available to assess. After determining it was a transmission issue the truck was towed to Steer Enterprises in Stayner by Allens Garage on Monday August 30<sup>th</sup>. Steer was chosen because of their size having 28 bays and fast service record with Clearview Fire and Emergency Services. Monday afternoon when the truck arrived at Steer technicians started diagnosing the issue.

### **Staff Comments:**

Tuesday August 31<sup>st</sup> technicians diagnosed the problem to be the "drop box" where the bearing inside was destroyed and had to be sent to the city to be rebuilt. After receiving an update on September 8<sup>th</sup> Steer advised the fire department that the total cost would be approximately \$20,500.00 for the repair in total. There is no warranty coverage for the transmission on pumper 11 being it was purchased in 2011.

On September 1, 2021, Council received Staff Report FIN2021-027 reported that as at July 31, 2021 the Fire department was at a surplus of \$67,437.01. Therefore, the unanticipated repair should be able to be absorbed with the Fire department operating budget.

The West Grey Fire Department lent Dundalk Fire Department their 1995 Freightliner Pumper 1 on August 29<sup>th</sup> at no cost to allow Dundalk to continue providing the same level of service during the time of repair. We would like to thank our partners at West Grey Fire Department for their generosity which will not go forgotten.

### **Financial Implications:**

The 2021 Budget anticipated \$22,000 for regular Truck Repairs and Maintenance. The current repair cost of \$20,500 was not anticipated.

However, the Fire department was at a surplus of \$67,437.01 as at July 31, 2021, so the unanticipated repair should be able to be absorbed.

**Communications & Community Action Plan Impact:**

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

**Concluding Comments:**

1. Staff recommends that Council receive Staff Report FIRE2021-010 for information.

Respectfully Submitted,

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

**Treasurer:** Original Signed By  
William Gott, Treasurer

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

**Attachments:** None

**From:** [Eowyn Spencer](#)  
**To:** [Eowyn Spencer](#)  
**Subject:** Summary of the General Membership Meeting –August 27, 2021  
**Date:** August 27, 2021 2:11:51 PM

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## **Grand River Conservation Authority**

*Summary of the General Membership Meeting –August 27, 2021*

To GRCA/GRCF Boards and Grand River watershed municipalities - Please share as appropriate.

### **Action Items**

*The Board approved the resolutions in the following reports as presented in the agenda:*

- GM-08-21-60 - Financial Summary
- GM-08-21-59 - Exception Request for Chair and Vice-Chair Term Limits
- GM-08-21-62 - New Guelph Lake Nature Centre and Environmental Education Update
- GM-08-21-53 - Provincial Offences Act Officer Appointments
- GM-08-21-54 - Development, Interference with Wetlands and Alterations to Shorelines Regulation
- GM-08-21-55 - GRCA Hearing Guidelines Section 28
- GM-08-21-56 - Speed River Weir Rehabilitation Contract Award – Bronte Construction
- GM-08-21-57 – Bridgeport Dike Rehabilitation and Capacity EA Contract Award – KGS Group
- GM-08-21-C09 - National Day for Truth and Reconciliation (closed agenda)

### **Information Items**

*The Board received the following reports as information:*

- GM-08-21-58 - Cash and Investment Status
- GM-08-21-61 - Current Watershed Conditions

### **Correspondence**

*The Board received the following correspondence:*

- Township of Melancthon - Support for Town of Mono regarding the Phase 1 Regulatory Proposals under the Conservation Authorities Act
- Halton Region - 2022 Budget Direction
- Pauline Richards - Land Back Camp
- Kel Currah - fees for the Elora Quarry

### **Delegations**

*There were no delegations*

### **Source Protection Authority**

*The General Membership of the GRCA also acts as the Source Protection Authority Board*

### **Action Items**

*The SPA Board approved the resolutions in the following reports as presented in the*

*agenda:*

- SPA-08-21-01 - Source Protection Committee Representative Appointment
- SPA-08-21-02 - Source Protection Committee Representative Appointment

For full information, please refer to the August 27, 2021 Agenda Package. Complete agenda packages and minutes of past meetings can be viewed on our [online calendar](#). The minutes of this meeting will be posted on our online calendar following the next meeting of the General Membership scheduled on September 24, 2021.

You are receiving this email as a GRCA board member, GRCF board member, or a Grand River watershed member municipality. If you do not wish to receive this monthly summary, please respond to this email with the word 'unsubscribe'.

**Eowyn Spencer**

Executive Assistant | Grand River Conservation Authority  
400 Clyde Road, P.O. Box 729, Cambridge ON N1R 5W6  
519-621-2763, ext. 2200  
[www.grandriver.ca](http://www.grandriver.ca)



August 27, 2021

Federation of Canadian Municipalities

Sent via email: [resolutions@fcm.ca](mailto:resolutions@fcm.ca)

To Whom it May Concern:

Please be advised that the Council of the Corporation of the City of Brantford adopted the following resolution at its City Council meeting held on August 24, 2021:

**12.2.14 Year of the Garden 2022**

WHEREAS the City of Brantford is committed to being a Garden Friendly City, supporting the development of its garden culture; and

WHEREAS the City has a rich tradition of horticultural excellence with more than 180 floral gardens in municipal parks and along City streets, unique mosaic and carpet bed displays as well as annual plantings that enhance public art and historic monuments throughout the community and within the Downtown; and

WHEREAS Equal Grounds Community Gardens coordinates and supports more than 20 active community gardens throughout the City- an initiative that is maintained fully by community residents and volunteers, to provide places for growing local, healthy and nutritious fruits and vegetables in urban neighbourhoods; and

WHEREAS the City is proud to be home to landscapes that demonstrate a growing commitment to environmental sustainability and climate action including an emphasis on water conservation, and the use of native plants and species providing food and habitat for bees and other pollinators; and

WHEREAS gardens and gardening contribute to the quality of life of our municipality and create safe and healthy places where people can come together, and the entire Country is being asked to proclaim 2022 as the "Year of the Garden";

NOW THEREFORE BE IT RESOLVED:

- A. THAT, the City of Brantford actively PARTICIPATE in the "Year of the Garden" by promoting beautification initiatives, enhancing plantings city wide, encouraging resident engagement and creating a supporting media campaign, and
- B. THAT Staff BE DIRECTED to prepare a plan for 2022 that highlights Brantford's gardening excellence and commitment to environmental sustainability, along with the required budget to be submitted to the

Estimates Committee for consideration through the 2022 budget process,  
and

- C. THAT this resolution BE SHARED with the Federation of Canadian Municipalities, the Association of Municipalities of Ontario, The Member of Parliament and Member of Provincial Parliament for Brantford-Brant, the County of Brant, and all Ontario municipalities.

I trust this information is of assistance.

Yours truly,

A handwritten signature in black ink, appearing to read 'Tanya Daniels', with a large, stylized flourish at the end.

Tanya Daniels  
City Clerk  
[tdaniels@brantford.ca](mailto:tdaniels@brantford.ca)

Copy to: Association of Municipalities of Ontario  
Phil McColeman, MP Brantford-Brant  
Will Bouma, MPP Brantford-Brant  
The County of Brant  
All Ontario Municipalities



April 23, 2021

Doug Downey  
Attorney General  
McMurtry-Scott Building  
720 Bay Street, 11<sup>th</sup> Floor  
Toronto ON M7A 2S9

Dear Honorable Mr. Downey:

**Re: Lottery Licensing to Assist Small Organizations**

Small organizations are the foundation of rural Ontario. Thousands of hours of selfless volunteerism are logged each year by organizations who may not necessarily be considered not-for profit or charitable. That doesn't mean that they don't contribute to our communities; small organizations cook for the homeless, clean up parks and flower beds, read to young people, teach life skills to young adults, organize parades, put on concerts...the list goes on.

Many of these small organizations are not eligible to receive a lottery license. This makes it impossible for them to continue to be successful as their fundraising capabilities are extremely limited.

Through this correspondence, we request that you give serious consideration to instituting an additional level of lottery licensing which would enable small organizations to obtain a lottery license. Those who are not able to sustain a non-profit or charitable status could still receive a lottery license if their proceeds benefit the community. Thresholds could be placed on the prize values and perhaps even the number of events which could be held in a calendar year.

We hear over and over again about the hardships in our community and we know that there are organizations who have the ability to help and are not permitted to. Understanding this, Council adopted a resolution seeking your consideration.

**R-226-2021**

*It was **Moved** by J. Kirkland, **Seconded** by K. Durst and **Carried***

***That** staff are directed to contact the Ministry responsible for Alcohol and Gaming of Ontario to seek their assistance in implementing an additional level of licensing which would permit small organizations to hold fundraisers as a method of sustaining our community and organizations;*

***And further that*** all municipalities in Ontario are sent this resolution to seek their assistance in lobbying the Ministry.

We look forward to your consideration of our request.

  
Angie Cathrae  
Director of Legislative Services/Clerk  
519-534-1400 ext 122  
Tol Free 1-877-534-1400  
[angie.cathrae@southbrucepeninsula.com](mailto:angie.cathrae@southbrucepeninsula.com)

cc: MPP Bill Walker, All Ontario Municipalities

**Attorney General**  
McMurtry-Scott Building  
720 Bay Street  
11th Floor  
Toronto ON M7A 2S9  
Tel: 416-326-4000  
Fax: 416-326-4007

**Procureur général**  
Édifce McMurtry-Scott  
720, rue Bay  
11<sup>e</sup> étage  
Toronto ON M7A 2S9  
Tél.: 416-326-4000  
Télééc.: 416-326-4007



Our Reference #: M-2021-9206

August 26, 2021

Ms. Angie Cathrae  
Director of Legislative Services/Clerk  
Town of South Bruce Peninsula

Email: [angie.cathrae@southbrucepeninsula.com](mailto:angie.cathrae@southbrucepeninsula.com)

Dear Ms. Cathrae:

Thank you for your letter regarding an additional level of licensing to permit small organizations to hold fundraisers.

The legal framework for gaming in Canada flows from the *Criminal Code*. Under the *Criminal Code*, gambling is illegal in Canada unless it falls within one of the exceptions outlined in Section 207 of the Code. This section permits provincial governments and licensed charitable or religious organizations to conduct and manage lottery schemes, provided they meet certain criteria under a licence issued by the appropriate authority.

A “lottery scheme” consists of three elements: a fee or consideration, a chance, and a prize. Depending on the nature of the games being conducted, they could be considered a “lottery scheme.” If a type of gaming activity qualifies as a “lottery scheme,” it must be either be conducted and managed by the province or conducted and managed by a charitable or religious organization and licensed by the Alcohol and Gaming Commission of Ontario (AGCO) or a municipality to be considered legal under the *Criminal Code*.

As you may be aware, in Ontario, the Registrar of the AGCO is responsible for the overall administration of charitable lottery licences. Both the Registrar and municipal councils have the authority to issue charitable lottery licences within certain parameters. The Registrar of the AGCO has issued a [Lottery Licensing Policy Manual \(LLPM\)](#) which sets out the types of lottery schemes for which a licence may be issued and is used to determine eligibility for a lottery licence and for the use of proceeds. The policies and procedures contained in the LLPM reflect the mandate of the AGCO to regulate charitable lotteries to ensure they are conducted with honesty and integrity, and in the public interest.

To hold charitable lottery events, eligible organizations must obtain a charitable lottery licence issued by the AGCO or a municipality, and proceeds raised from these lottery events must be used solely to support the eligible charitable or religious purposes approved on the lottery licence. At minimum, organizations eligible for a lottery licence must have been in existence for at least one year, have a place of business in Ontario, provide charitable services in Ontario and use their proceeds for charitable objects or purposes which benefit Ontario residents, among other things.

For more information about the rules regarding charitable lotteries, the types of lottery licences that are available and to determine eligibility, you may wish to contact Mr. Frank Cuda, Manager of Gaming Eligibility, AGCO, by email at [frank.cuda@agco.ca](mailto:frank.cuda@agco.ca) or by telephone at 416-326-3137.

Please know that our government values the contributions that not-for-profit organizations make in their communities.

I trust the above information will be of assistance.

Sincerely,

A large black rectangular redaction box covers the signature area. A small, faint mark is visible above the top-left corner of the box.

Doug Downey  
Attorney General

c: Mr. Bill Walker, MPP for Bruce–Grey–Owen Sound  
Mr. Frank Cuda, Manager of Gaming Eligibility, Alcohol and Gaming Commission of Ontario





**THE CORPORATION OF THE TOWNSHIP OF LARDER LAKE**  
**69 FOURTH AVENUE, P. O. BOX 40, LARDER LAKE, ON P0K 1L0**  
**PH: 705-643-2158 FAX: 705-643-2311**  
**LARDERLAKE.CA**

The Honourable Justin Trudeau  
Prime Minister of Canada  
Office of the Prime Minister  
80 Wellington Street  
Ottawa, ON K1A 0A2

August 27, 2021

**Re: Town of Cochrane Motion to Include the PSA Test for Men into the Medical Care**

Please be advised that on August 24<sup>th</sup>, 2021 the Township of Larder Lake Council passed the following motion to support the Town of Cochrane's motion (attached) requesting that the Federal and Provincial Governments move to have the PSA Test for men included in the national health care system and that it be made available for all Canadian men at no charge.

**Motion 8**

Moved by Paul Kelly, Seconded by Thomas Armstrong that Council hereby supports item 6.1 of letters and communications from the Town of Cochrane regarding inclusion of the PSA test for men into medical care.

**Motion Carried.**

If you have any questions regarding the above motion, please do not hesitate to contact me by phone or email at [crystallabbe@larderlake.ca](mailto:crystallabbe@larderlake.ca).

Sincerely,

Crystal Labbe  
CAO  
Township of Larder Lake

Cc: (via e-mail)

Hon. Doug Ford  
Hon. Patty Jajdu, Minister of Health  
Hon. Christine Elliott, Deputy Premier and Minister of Health (Ontario)  
All Municipalities

**THE CORPORATION OF THE TOWNSHIP OF LARDER LAKE**  
**69 Fourth Avenue, Larder Lake, ON**  
 Phone: 705-643-2158 Fax: 705-643-2311



MOVED BY:

- Thomas Armstrong
- Patricia Hull
- Paul Kelly
- Lynne Paquette

SECONDED BY:

- Thomas Armstrong
- Patricia Hull
- Paul Kelly
- Lynne Paquette

Motion #: 8

Resolution #: 8

Date: August 24, 2021

THAT, Council hereby supports item 6.1 of letters and communications from the Township of Cochrane regarding inclusion of the PSA test for men into medical care.

Recorded vote requested:

	For	Against
Tom Armstrong	✓	
Patricia Hull	✓	
Paul Kelly	✓	
Lynne Paquette	✓	
Patty Quinn	✓	

I declare this motion

<input checked="" type="checkbox"/> Carried
<input type="checkbox"/> Lost / Defeated
<input type="checkbox"/> Deferred to: _____ (enter date)
Because:
<input type="checkbox"/> Referred to: _____ (enter body)
Expected response: _____ (enter date)

<b>Disclosure of Pecuniary Interest*</b>

Chair:

\*Disclosed his/her (their) interest(s), abstained from discussion and did not vote on this question.



Right Honourable Justin Trudeau  
Prime Minister of Canada  
Office of the Prime Minister  
80 Wellington Street  
Ottawa ON K1A 0A2  
(via e-mail) [Justin.Trudeau@parl.gc.ca](mailto:Justin.Trudeau@parl.gc.ca)

The Honourable Francois—Philippe Champagne  
Minister of Innovation, Science and Industry  
[Francois-Philippe.Champagne@parl.gc.ca](mailto:Francois-Philippe.Champagne@parl.gc.ca)

August 31<sup>st</sup> 2021

Attention: Prime Minister Trudeau

**Re: Council Resolution Supporting Affordable Internet**

Please be advised that on August 25<sup>th</sup> 2021 the Town of Plympton-Wyoming Council passed the following motion to support the Council of the Municipality of Chatham-Kent (attached) requesting that the Federal and Provincial Governments support affordable internet for all Canadians.

**Motion 12**

*Moved by Muriel Wright, Seconded by Gary Atkinson that Council supports correspondence item 'f' from the Municipality of Chatham-Kent regarding Affordable Internet'*

**Motion Carried.**

If you have any questions regarding the above motion, please do not hesitate to contact me.

Sincerely,

Erin Kwarciak  
Clerk  
[ekwarciak@plympton-wyoming.ca](mailto:ekwarciak@plympton-wyoming.ca)

Cc: (via e-mail)

- Hon. Minister Steve Clark
- Association of Municipalities of Ontario (AMO)
- Bob Bailey, MPP, Sarnia-Lambton
- Federation of Canadian Municipalities (FCM)
- Marilyn Gladu, MP, Sarnia-Lambton
- All Ontario Municipalities
- Monte McNaughton, MPP, Lambton-Kent-Middlesex
- Lianne Rood, MP, Lambton-Kent-Middlesex

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**The Corporation of the Town of Plympton-Wyoming**

P.O Box 250, 546 Niagara Street, Wyoming Ontario N0N 1T0

Tel: 519-845-3939 Ontario Toll Free: 1-877-313-3939

[www.plympton-wyoming.com](http://www.plympton-wyoming.com)

August 11, 2021

The Right Honourable Justin Trudeau  
Prime Minister of Canada  
[Justin.Trudeau@parl.gc.ca](mailto:Justin.Trudeau@parl.gc.ca)

Federal Cabinet  
Via email to each Minister

The Honourable François-Philippe Champagne  
Minister of Innovation, Science and Industry  
[Francois-Philippe.Champagne@parl.gc.ca](mailto:Francois-Philippe.Champagne@parl.gc.ca)

**Re: Council Resolution Supporting Affordable Internet**

Please be advised the Council of the Municipality of Chatham-Kent at its regular meeting held on August 9, 2021 passed the attached resolution.

Internet is a necessity, not a luxury for the vast majority of Canadians – a fact that has been highlighted throughout the ongoing COVID-19 pandemic. However, despite being an essential utility, too many people are struggling to afford reliable internet services, while some don't have access to broadband internet at all. Ontario residents, and Canadians from coast to coast to coast, should never have to choose between paying their internet bill and other essentials such as food, medication, or housing expenses.

On May 27<sup>th</sup>, the Canadian Radio-television and Telecommunications Commission (CRTC) arbitrarily reversed its 2019 Rates Order concerning wholesale internet rates charged by Canada's largest carriers to smaller companies. This decision was devastating for consumers as it effectively guarantees internet prices will continue to rise despite the fact that Canadians already pay some of the highest internet prices in the world. Additionally, this decision directly impacts many smaller internet service providers (ISPs) and threatens hundreds of well-paying jobs and tens of millions in investments that would benefit communities in Ontario.

Issued in August of 2019, the CRTC's 2019 Rates Order confirmed the large carriers [systematically broke](#) rate-setting rules to grossly inflate their costs of providing network access. The CRTC set new rates and ordered the large carriers to repay amounts they overcharged competitors during its proceeding. The 2019 Rates Order was based on a rigorous, evidence-based, 4-year long regulatory process. It was upheld on appeals by the Federal Court of Appeal, the Supreme Court of Canada, and the Federal Cabinet and was widely expected to be implemented this year. Instead, the CRTC arbitrarily and completely reversed the 2019 Rates Order, a decision that harms competition, reduces customer choice, and ignores the real and urgent need for affordable internet in Canada.

Not only do rural and remote communities continue to struggle to gain access to affordable broadband internet, the digital divide and lack of affordability remain an issue across all communities in Ontario, and Canada. For example, [a recent report by the Brookfield Institute at Ryerson University](#) found that more than a third of households in Toronto are worried about paying their home internet bills over the next few months. More than half of the city's low-income households also have download speeds below the national target of 50 megabits per second. Many rural and remote communities don't have access to broadband, or any internet services, at all. This would be problematic in the best of times, but is even more so now as the pandemic has made high-speed, affordable internet a necessity for education, work, and health care.

[A 2020 price study prepared by Wall Communications Inc.](#) for ISED found that internet prices increased across all service baskets over 2019, making Canada an international outlier among its peer countries. Without intervention from the federal government, who in 2019 promised to reduce internet prices for all Canadians, there is no doubt that this trend will continue.

The Federal Cabinet must overturn the decision now to ensure that affordable internet becomes a reality, not just an ideal. We are sharing this letter and Council resolution with representatives of, and leaders in, communities across Canada. We urge you and them to make this important issue your own, as it directly affects the people in their regions, and across Canada. As you all know, internet is now a necessary utility to all Canadians similar to gas, hydro, water and electricity. The CRTC decision has impacted over 1,200 small ISP's across Canada, thousands of jobs in your communities and negatively impacts millions of Canadians ability to receive affordable internet.

We would welcome the opportunity to discuss this critical issue with you at your earliest convenience, and to work together in making our concerns heard in support of affordable internet for all.

Sincerely,



Darrin Canniff, Mayor/CEO  
Municipality of Chatham-Kent

Attachment: Council Resolution Supporting Affordable Internet

C: (via email)  
Honourable Doug Ford, Premier of Ontario  
Dave Epp, MP, Chatham-Kent-Leamington  
Lianne Rood, MP, Lambton-Kent-Middlesex  
Rick Nicholls, MPP, Chatham-Kent-Leamington  
Monte McNaughton, MPP, Lambton-Kent-Middlesex  
Association of Municipalities of Ontario (AMO)  
Federation of Canadian Municipalities (FCM)  
All Ontario Municipalities

**Whereas** internet connectivity is a basic necessity and essential utility for the vast majority of Canadians;

**Whereas** too many Canadians struggle to afford reliable, high-speed internet services, or do not have access to broadband internet at all;

**Whereas** the need for high-speed and affordable internet is always critical, but is even more so now as the COVID-19 pandemic has shown it is required for education, work, and health care;

**Whereas** independent studies have consistently shown that Canadians pay some of the highest prices for internet in the world and that internet prices have increased year over year;

**Whereas** the Canadian Radio-television and Telecommunications Commission's (CRTC) 2019 Rates Order set wholesale internet prices that would facilitate greater competition and promote innovative broadband services and more affordable prices for consumers;

**Whereas** the 2019 Rates Order was based on a rigorous, evidence-based, 4-year long regulatory process, and was upheld on appeal by unanimous decision of the Federal Court of Appeal, while the Supreme Court of Canada and the Federal Cabinet declined to review it;

**Whereas** on May 27, 2021, the CRTC decided to reverse its 2019 Rates Order, effectively guaranteeing that internet prices will continue to rise for consumers;

**Now therefore be it resolved that** the Municipality of Chatham-Kent call on the Federal Cabinet, Prime Minister Justin Trudeau, and ISED Minister Francois-Phillippe Champagne to overrule the CRTC's reversal and immediately implement the evidence-based 2019 Rates Order.

**Be it further resolved that** the Premier of Ontario, Ontario Minister of Industry, local MPPs, the Association of Municipalities of Ontario, all 444 Ontario municipalities and the Federation of Canadian Municipalities be sent correspondence of Council's resolution along with the attached letter.



Right Honourable Justin Trudeau  
Prime Minister of Canada  
Office of the Prime Minister  
80 Wellington Street  
Ottawa ON K1A 0A2  
(via e-mail)

August 31<sup>st</sup> 2021

Attention: Prime Minister Trudeau

**Re: Bill-C 313 Banning Symbols of Hate Act**

Please be advised that on August 25<sup>th</sup> 2021 the Town of Plympton-Wyoming Council passed the following motion to support the Council of the City of Kitchener's motion (attached) requesting that the Federal and Provincial Governments to support MP Peter Julian's motion M-84 Anti-hate Crimes and Incidents and Private Member's Bill - C 313 Banning Symbols of Hate Act.

***Motion 12***

*Moved by Muriel Wright, Seconded by Gary Atkinson that Council supports correspondence item 'g' from the City of Kitchener regarding Anti-Hate Crimes Incidents Bill C-313 Banning Symbols of Hate Act.*

***Motion Carried.***

If you have any questions regarding the above motion, please do not hesitate to contact me.

Sincerely,

Erin Kwarciak  
Clerk

[ekwarciak@plympton-wyoming.ca](mailto:ekwarciak@plympton-wyoming.ca)

Cc: (via e-mail)

- |  |   |
|--|---|
| -Hon. Minister Steve Clark                     | -Association of Municipalities of Ontario (AMO) |
| -Hon. Minister Parm Gill                       | -Federation of Canadian Municipalities (FCM)    |
| -Lianne Rood, MP, Lambton-Kent-Middlesex       | -All Ontario Municipalities                     |
| -Monte McNaughton, MPP, Lambton-Kent-Middlesex |   |
| -Marilyn Gladu, MP, Sarnia-Lambton             |   |
| -Bob Bailey, MPP, Sarnia-Lambton               |   |

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**The Corporation of the Town of Plympton-Wyoming**

P.O Box 250, 546 Niagara Street, Wyoming Ontario N0N 1T0

Tel: 519-845-3939 Ontario Toll Free: 1-877-313-3939

[www.plympton-wyoming.com](http://www.plympton-wyoming.com)



CHRISTINE TARLING  
Director of Legislated Services & City Clerk  
Corporate Services Department  
Kitchener City Hall, 2<sup>nd</sup> 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](mailto:christine.tarling@kitchener.ca)  
TTY: 519-741-2385

July 12, 2021

Right Honourable Justin Trudeau  
Prime Minister of Canada  
Office of the Prime Minister  
80 Wellington Street  
Ottawa ON K1A 0A2

Dear Prime Minister Trudeau:

This is to advise that City Council, at a meeting held on Monday June 28, 2021, passed the following resolution with respect to Motion M-84 Anti-Hate Crimes and Incidents and private member's bill Bill-C 313 Banning Symbols of Hate Act:

"WHEREAS racism and hate crimes in Kitchener have been on the rise since the start of the global pandemic; and,

WHEREAS the City of Kitchener continues to seek opportunities to dismantle systemic racism; and,

WHEREAS the City's Strategic Plan has identified Caring Community as a priority, and the proposed motion M-84 Anti-hate crimes and incidents and private member's bill Bill-C 313 Banning Symbols of Hate Act supports several of the bodies of work currently being moved forward under this strategic goal; and,

WHEREAS MP Peter Julian's motion M-84 Anti-hate crimes and incidents and private member's bill Bill-C 313 Banning Symbols of Hate Act is an opportunity to make all Canadians feel safer in the communities that they live;

THEREFORE IT BE RESOLVED that the City of Kitchener endorses MP Peter Julian's private member's motion, Motion M-84 Anti-Hate Crimes and Incidents and his private member's bill Bill-C 313 Banning Symbols of Hate Act; and,

THEREFORE BE IT FURTHER RESOLVED that a copy of this resolution be sent to the Right Honourable Justin Trudeau, Minister of Municipal Affairs Steve Clark, Minister of Citizenship and Multiculturalism Parm Gill, 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: Hon. Minister Steve Clark  
Hon. Minister Parm Gill  
Mike Harris (Kitchener Conestoga), MPP  
Amy Fee (Kitchener South-Hespeler), MPP  
Laura Mae Lindo (Kitchener Centre), MPP  
Catherine Fife (Waterloo), MPP  
Raj Saini (Kitchener Centre), MP  
Tim Louis (Kitchener Conestoga), MP  
Bardish Chagger (Waterloo), MP  
Marwan Tabbara (Kitchener South-Hespeler), MP  
Association of Municipalities of Ontario (AMO)  
Ontario Municipalities

September 3, 2021

**Municipalities of Grey County**

RE: Grey Gables Resolution

Dear Councils of the Municipalities of Grey County,

The Council of the Municipality of Grey Highlands passed the following resolution at its meeting held September 1, 2021 and are seeking support from the municipalities within Grey County.

**2021-618**

**Paul McQueen – Paul Allen**

**Whereas Grey Gables is a 66-bed class A facility by the Ministry of Long-term Care; and**

**Whereas the County of Grey applied and received for redevelopment for Grey Gables for an additional 62 bed allocation and is considering a new build of a 128-bed facility; now**

**Therefore, be it resolved that the Municipality of Grey Highlands fully supports the 128-bed redevelopment of Grey Gables; and**

**That Council direct staff to circulate this resolution to all municipalities in Grey County for support and request that all resulting resolutions be forwarded to the County of Grey.  
CARRIED.**

As per the above resolution, please accept a copy of this correspondence for your information and consideration.

Sincerely,



Jerri-Lynn Levitt  
Deputy Clerk,  
Municipality of Grey Highlands



August 27, 2021

The Honourable Doug Downey  
Ministry of the Attorney General  
McMurtry-Scott Building, 720 Bay Street  
Toronto, ON M7A 2S9

Dear Minister Downey:

Sent via Email: [attorneygeneral@ontario.ca](mailto:attorneygeneral@ontario.ca)

**RE: Lottery Licensing to Assist Small Organizations**

The Council of the Corporation of Tay Valley Township at its Council meeting on August 24<sup>th</sup>, 2021 adopted the following resolution:

**RESOLUTION #C-2021-08-39**

“**THAT**, the Council of Tay Valley Township hereby requests Staff to contact the Ministry responsible for the Alcohol and Gaming of Ontario to seek their assistance in implementing an additional level of licensing which would permit small organizations to hold fundraisers as a method of sustaining our community and organizations;

**AND THAT**, all municipalities in Ontario are sent this resolution to seek their assistance in lobbying the Ministry.”

If you require any further information, please do not hesitate to contact the undersigned at (613) 267-5353 ext. 130 or [clerk@tayvalleytwp.ca](mailto:clerk@tayvalleytwp.ca).

Sincerely,

Amanda Mabo, Acting CAO/Clerk

cc: All municipalities in Ontario



## PORT COLBORNE

Corporate Services Department  
Clerk's Division

Municipal Offices: 66 Charlotte Street  
Port Colborne, Ontario L3K 3C8 • [www.portcolborne.ca](http://www.portcolborne.ca)

T 905.835.2900 ext 106 F 905.834.5746

E [amber.lapointe@portcolborne.ca](mailto:amber.lapointe@portcolborne.ca)

August 27, 2021

The Honourable Doug Ford, Premier of Ontario  
Legislative Building, Queen's Park  
Toronto, ON M7A 1Y7

**Sent via E-mail:** [premier@ontario.ca](mailto:premier@ontario.ca)

Dear Premier Ford:

**Re: City of Stratford Resolution – Phase Out Ontario's Gas Plants**

Please be advised that, at its meeting of August 23, 2021, the Council of The Corporation of the City of Port Colborne resolved as follows:

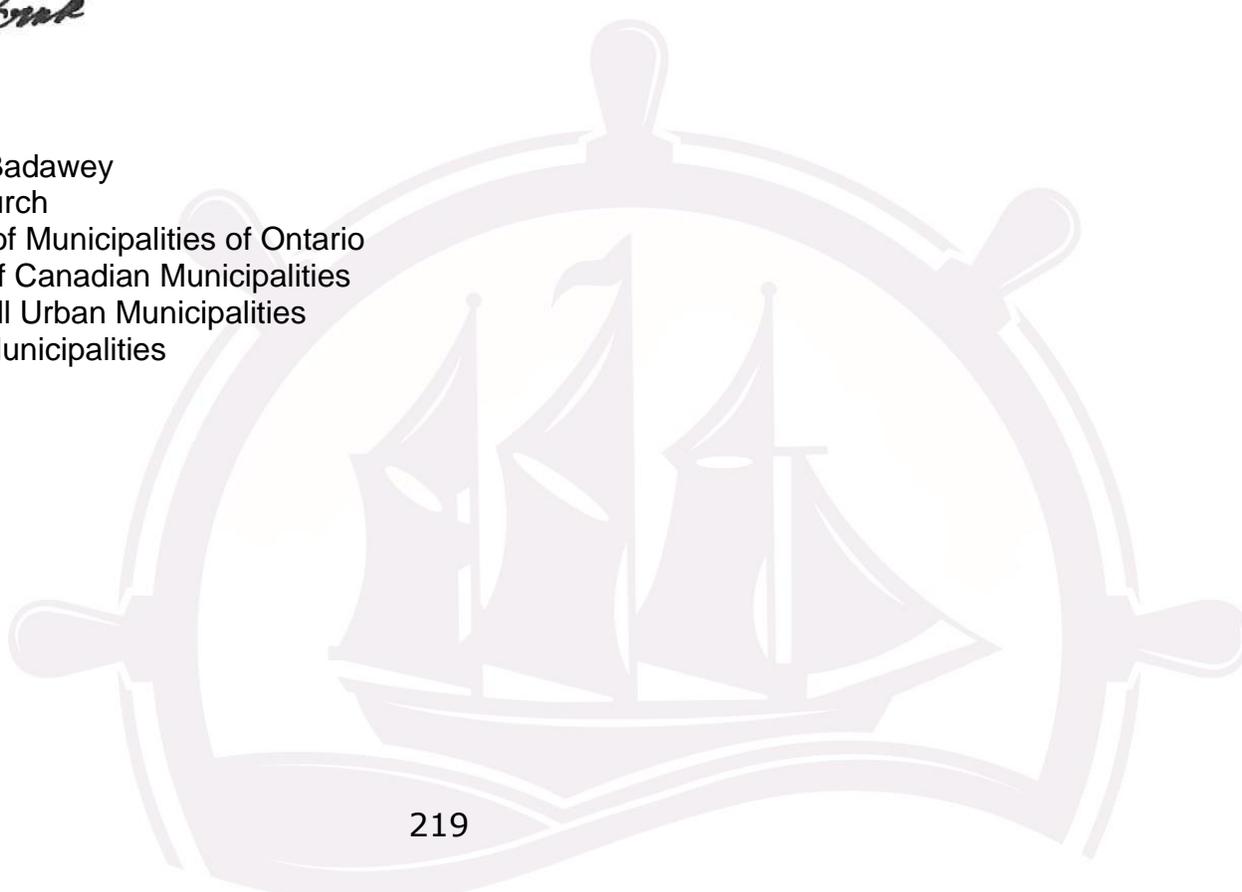
That correspondence from the City of Stratford regarding the Phase Out of Ontario's Gas Plants, be supported.

A copy of the above noted resolution is enclosed for your reference. Your favourable consideration of this request is respectfully requested.

Sincerely,

Amber LaPointe  
City Clerk

ec: MP Vance Badawey  
MPP Jeff Burch  
Association of Municipalities of Ontario  
Federation of Canadian Municipalities  
Ontario Small Urban Municipalities  
All Ontario Municipalities





**Corporate Services Department**  
**Clerk's Office**  
CITY of STRATFORD  
City Hall, P.O. Box 818  
Stratford ON N5A 6W1

519-271-0250 Ext. 5237  
Fax: 519-273-5041  
www.stratford.ca

July 23, 2021

Honourable Premier Doug Ford  
Premier of Ontario  
Legislative Building  
Queen's Park  
Toronto ON M7A 1A1

[premier@ontario.ca](mailto:premier@ontario.ca)

Dear Premier Ford:

Re: Resolution to Phase Out Ontario's Gas Plants

At their June 28, 2021 Regular Council meeting, Stratford City Council adopted a resolution petitioning the provincial government to immediately take steps to replace gas powered electrical generation with non-carbon-based sustainable alternatives.

A copy of the resolution is attached for your consideration. We kindly request your support and endorsement.

Sincerely,  
  
Tatiana Dafoe  
Clerk

Encl.  
/ja

cc: MPP Randy Pettapiece  
MP John Nater  
Association of Municipalities of Ontario  
Federation of Canadian Municipalities  
All Ontario municipalities



## THE CORPORATION OF THE CITY OF STRATFORD

### Resolution: Phase Out Ontario's Gas Plants

**WHEREAS** the Earth is on course toward a climate crisis, unless timely actions are taken to minimize the greenhouse effect;

**AND WHEREAS** the use of fossil fuels is a major contributor to the greenhouse effect because of the increasing amount of heat trapping Carbon Dioxide in the atmosphere;

**AND WHEREAS** Stratford, along with other municipalities has declared a "Climate Emergency" and is considering a Carbon Net Zero goal to be achieved by 2050;

**AND WHEREAS** the 2050 Carbon Net Zero goal has been, and is being adopted by countries and governments at all levels, as well as by industries, social and economic institutions;

**AND WHEREAS** the most effective way of achieving that goal is through initiatives in reducing carbon footprint, and greening;

**AND WHEREAS** in the Province of Ontario, Electricity generation fueled by Natural gas contributes substantially to the province's carbon footprint and provides an opportunity for rapid reduction of carbon dioxide emissions through the elimination of this form of generation;

**AND WHEREAS** in the interest of environmental and economic wellbeing for the province of Ontario, immediate action to replace the gas generators by sustainable zero carbon alternatives should be undertaken;

**NOW THEREFORE IT BE RESOLVED** that the City of Stratford strongly appeal to the Government of Ontario to immediately take steps to replace gas powered electrical generation with non-carbon based sustainable alternatives;

**AND BE IT FURTHER RESOLVED** that this resolution be circulated to Ontario municipalities and their organizations including AMO and OSUM for their consideration of support.

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Adopted by City Council of The Corporation of the City of Stratford on June 28, 2021

The Corporation of the City of Stratford, P.O. Box 818, Stratford ON N5A 6W1  
Attention: City Clerk, 519-271-0250 ext 5329, [clerks@stratford.ca](mailto:clerks@stratford.ca)

**The Corporation of the Township of Southgate**  
**By-law Number 2021-138**  
**being a by-law to confirm the proceedings of the**  
**Council of the Corporation of the Township of Southgate**  
**at its regular meeting held on September 15, 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 September 15, 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 15<sup>th</sup> day of September 2021**

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John Woodbury - Mayor

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Lindsey Green - Clerk