



**Township of Southgate
Addendum Council Meeting Agenda**

October 6, 2021

9:00 AM

Electronic Participation

Pages

1. Electronic Access Information

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

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

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

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

2. Call to Order

3. Open Forum - Register in Advance

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

4. Confirmation of Agenda

Be it resolved that Council confirm the agenda as amended.

5. Declaration of Pecuniary Interest

6. Delegations & Presentations

**6.1. Intact Public Entities Inc. Tony Commissio and Debra Wilson,
NFP Canada Ltd. Presentation**

12 - 25

Be it resolved that Council receive the Intact Public Entities Inc. presentation as information.

- 6.2. JLL Canada - Adam Sherriff-Scott, SVP & Practice Lead and Kathy Kolodziej, VP, Corp Transaction Mgmt. Presentation 26 - 94

Be it resolved that Council receive the JLL Canada presentation as information.

7. Adoption of Minutes 95 - 109

Be it resolved that Council approve the minutes from the September 15, 2021 Council meeting as presented.

8. Reports of Municipal Officers

- 8.1. Fire Chief Derek Malynyk

- 8.1.1. FIRE2021-011- Bell Lease Agreement 110 - 112

Be it resolved that Council receive Staff Report FIRE2020-011 for information; and

That Council consider approval of By-law 2021-147 to approve the Bell Mobility lease amending agreement W3858.

- 8.1.2. By-law 2021-147 - Bell Mobility Lease No. W3858 Amending Agreement 113 - 119

Be it resolved that by-law number 2021-147 being a by-law to authorize a lease amending agreement between Bell Mobility 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.

- 8.2. Clerk Lindsey Green

- 8.2.1. **CL2021-025-Saugeen Mobility and Regional Transit Board Appointment – Remainder of Term** 120 - 121
- Be it resolved that** Council receive Staff Report CL2021-025 for information; and
That Council, pursuant to section 24.12 of the Procedural By-law, amend previously adopted resolution number 2018-589; and
That Council appoint Councillor Jim Frew to the Saugeen Mobility and Regional Transit Board for the remainder of the appointment term, ending in 2022.
- 8.2.2. **CL2021-026 – Appoint Pound Keeper – Keady Livestock Market** 122 - 124
- Be it resolved that** Council receive Staff Report CL2021-026 for information; and
That Council consider approval of By-law 2021-140 to appoint Keady Livestock Market as the large animal pound keeper for the Township of Southgate.
- 8.2.3. **By-law 2021-140 - Appoint Pound Keeper - Keady Market** 125
- Be it resolved that** by-law number 2021-140 being a by-law to appoint a Keady Livestock Market to act as the Pound Keeper for the Township of Southgate be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.
- 8.2.4. **CL2021-027 – First Nations Land Acknowledgement Implementation Policy** 126 - 127
- Be it resolved that** Council receive Staff Report CL2021-027 for information; and
That Council consider approval of By-law 2021-141 to adopt the First Nations Land Acknowledgment Policy No. 89 to implement a Land Acknowledgement for the Township of Southgate.

8.2.5. By-law 2021-141 - Adopt Policy No. 89 - First Nations Land Acknowledgement 128 - 129

Be it resolved that by-law number 2021-141 being a By-law to adopt a "First Nations Land Acknowledgement Policy" known as Policy Number 89 be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

8.2.6. CL2021-028 – Amendments to Policy No. 51 – Displaying Flags Policy 130 - 131

Be it resolved that Council receive Staff Report CL2021-028 for information; and
That Council consider approval of By-law 2021-146 to adopt the Displaying Flags Policy Number 51.

8.2.7. By-law 2021-146 - Adopt Policy No. 51 - Displaying Flags Policy 132 - 141

Be it resolved that by-law number 2021-146 being a By-law to adopt a "Displaying Flags Policy" known as Policy Number 51 be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

8.3. Chief Administrative Officer Dave Milliner

***8.3.1. CAO2021-065 Southgate COVID-19 Vaccination Policy 142 - 181**

Be it resolved that Council receive staff report CAO2021-065 as information; and
That Council approve the updated Southgate Policy #87 COVID-19 Vaccination Policy dated October 6, 2021 as presented; and
That Council receive the Southgate COVID-19 Rapid Antigen Testing Protocol as presented as a temporary Standard Operating Procedure during the pandemic conditions as a supporting document to the Southgate COVID-19 Vaccination Policy; and
That Council consider approving the Southgate COVID-19 Vaccination Policy at the October 6, 2021 meeting by Municipal By-law 2021-148.

***8.3.2. By-law 2021-148 - Adopt COVID-19 Vaccination Policy No. 87** 182 - 199

Be it resolved that by-law number 2021-148 being a by-law to adopt a "COVID-19 Vaccination Policy" known as Policy Number 87 be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

8.3.3. CAO2021-066 Purchase and Sale Agreement Amendment approval of Eco Park Land to Casa Terre Corporation Report 200 - 202

Be it resolved that Council receive Staff Report CAO2021-066 for information; and
That Council approve amending the Purchase & Sale Agreements for 7 acres of industrial land in the Southgate Eco Park to Casa Terre Corporation formerly Suleyman Chekdar Batgi land sale to close December 15, 2021; and
That Council consider approval of Southgate By-laws 2021-149 to execute the Purchase & Sale Agreement to sell industrial lands in the Eco Park to Casa Terre Corporation at the October 6, 2021 meeting.

8.3.4. By-law 2021-149 - Purchase and Sale Agreement - Casa Terre Corporation 203 - 216

Be it resolved that by-law number 2021-149 being a by-law to authorize a purchase and sale agreement between Casa Terre Corporation and The Corporation of the Township of Southgate be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

8.4. HR Coordinator Kayla Best

8.4.1. HR2021-022 TAPS Operator Labourer and Cemetery Posting 217 - 218

Be it resolved that Council receive Staff Report HR2021-022 for information; and

That Council approve and direct staff to post the job of TAPS Operator/Labourer and Cemetery internally.

8.4.2. HR2021-021– Assistant Librarian and Digital Services 219 - 229

Be it resolved that Council receive Staff Report HR2021-021 for information; and

That Council approve the job description for Assistant Librarian and Digital Services with updates from the Job Evaluation Committee; and

That Council approve the recommendations from Job Evaluation Committee to place the Assistant Librarian and Digital Services position in pay band 12 of the Southgate Employee Pay Grid.

8.5. Planner Clinton Stredwick

8.5.1. PL2021-074 ZBA C13-21 Clea-Mar Machining 230 - 236

Be it resolved that Council receive Staff Report PL2021-074 for information; and

That Council consider approval of By-law 2021-128.

8.5.2. By-law 2021-128 - ZBA C13-21 Clea-Mar Machining 237 - 239

Be it resolved that by-law number 2021-128 being a by-law to amend Zoning By-law No. 19-2002, entitled the "Township of Southgate Zoning By-law" be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

8.5.3. PL2021-077 ZBA C15-21 Levesque 240 - 243

Be it resolved that Council receive Staff Report PL2021-077 for information; and

That Council consider approval of By-law 2021-142 permitting the erection of a garden suite on the subject lands.

- 8.5.4. By-law 2021-142 - ZBA C15-21 Levesque** 244 - 246
- Be it resolved that** by-law number 2021-142 being a by-law to amend Zoning By-law No. 19-2002, entitled the "Township of Southgate Zoning By-law" be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.
- 8.5.5. PL2021-083 ZBA C18-21 Barlari** 247 - 250
- Be it resolved that** Council receive Staff Report PL2021-083 for information; and
That Council consider approval of By-law 2021-143 recognizing the existing cottage as being a garden suite and allowing for a new home to be constructed nearby.
- 8.5.6. By-law 2021-143 - ZBA C18-21 Barlari** 251 - 253
- Be it resolved that** by-law number 2021-143 being a by-law to amend Zoning By-law No. 19-2002, entitled the "Township of Southgate Zoning By-law" be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.
- 8.5.7. PL2021-084 ZBA C19-21 Manoah Martin** 254 - 259
- Be it resolved that** Council receive Staff Report PL2021-084 for information; and
That Council consider approval of By-law 2021-144.
- 8.5.8. By-law 2021-144 - ZBA C19-21 Manoah Martin** 260 - 262
- Be it resolved that** by-law number 2021-144 being a by-law to amend Zoning By-law No. 19-2002, entitled the "Township of Southgate Zoning By-law" be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

8.5.9. PL2021-085 SP14-21 Manoah Martin 263 - 264

Be it resolved that Council receive Staff Report PL2021-085 for information; and
That Council consider approval of By-law 2021-136 authorizing the entering into a Site Plan Agreement.

8.5.10. By-law 2021-136 - SP14-21 Manoah and Naomi Martin 265 - 276

Be it resolved that by-law number 2021-136 being a by-law to authorize the execution of a Site Plan Control Agreement be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

8.5.11. PL2021-086 SP15-21 Menno Hoover 277 - 278

Be it resolved that Council receive Staff Report PL2021-086 for information; and
That Council consider approval of By-law 2021-145 authorizing the entering into a Site Plan Amending Agreement.

8.5.12. By-law 2021-145 - SP15-21 Menno and Martha Hoover 279 - 290

Be it resolved that by-law number 2021-145 being a by-law to authorize the execution of a Site Plan Control Agreement be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

9. By-laws and Motions

9.1. By-law 2021-120 - Maple Grove Cemetery By-law 291 - 309

Be it resolved that by-law number 2021-120 being a by-law to maintain, manage, regulate and control Maple Grove Cemetery be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

9.2. By-law 2021-139 - Appointment of Emergency Management Committee and Control Group 310 - 311

Be it resolved that by-law number 2021-139 being a by-law to appoint an Emergency Management Program Committee and Municipal Emergency Control Group for the Township of Southgate be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

10. Notice of Motion

None

11. Consent Items

11.1. Regular Business (for information)

Be it resolved that Council approve the items on the Regular Business consent agenda dated October 6, 2021 (save and except items _____) and direct staff to proceed with all necessary administrative actions.

11.1.1. FIN2021-029 Financial Report – August 2021 312 - 317

11.1.2. FIN2021-030 2022 Budget 318 - 319

11.1.3. FIN2021-031 2021 Insurance Renewal 320 - 322

11.1.4. PW2021-047 Department Report 323 - 330

11.1.5. August 2021 Cheque Register 331 - 342

11.1.6. Building Report, By-law and Canine Reports August 2021 343 - 345

11.2. Correspondence (for information)

Be it resolved that Council receive the items on the Correspondence consent agenda dated October 6, 2021 (save and except items _____) as information.

11.2.1. MOE - Proposed Administration Penalties Regulation under Resource Recovery and Circulation Economy Act - received September 17, 2021 346 - 347

11.2.2.	MMAH - Ontario Proof of Vaccination Guidance for Businesses and Organizations - received September 17, 2021	348 - 349
11.2.3.	Grey Bruce Health Unit - Expanded Eligibility for Third Dose of COVID19 Vaccine - received September 20, 2021	350 - 351
11.2.4.	Anishinabek Nation - Vaccine Passports and First Nations Memo - received September 22, 2021	352
11.2.5.	County of Grey - Upcoming 2022 Harvest in Grey County Forests (Dromore) - received September 27, 2021	353 - 355
11.2.6.	GRCA - September 24, 2021 General Membership Meeting - received September 27, 2021	356
11.2.7.	MMAH - Construction Noise - received September 29, 2021	357 - 358
11.2.8.	2022 OPP Annual Billing Statement - received September 30, 2021	359 - 373

11.3. Resolutions of Other Municipalities (for information)

Be it resolved that Council receive the items on the Resolutions of other Municipalities consent agenda dated October 6, 2021 (save and except items _____) as information.

11.3.1.	City of Sarnia - Renovictions - received September 17, 2021	374
11.3.2.	Township of Scugog - Structure Inventory and Inspections - received September 20, 2021	375 - 376
11.3.3.	Northumberland County - Capital Gains Tax on Primary Residence - received September 21, 2021	377 - 391
11.3.4.	Township of Huron Kinloss - Provincial Offenses Court - received September 21, 2021	392
11.3.5.	Municipality of Chatham-Kent - OHIP Eye Care Resolution - received September 29, 2021	393 - 394
11.3.6.	Municipality of Chatham-Kent - Renovictions Resolution - received September 29, 2021	395

11.4. Closed Session (for information)

None

12. County Report

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

13. Members Privilege - Good News & Celebrations

14. Closed Meeting

Be it resolved that Council proceed into closed session at [TIME] in order to address matters relating to Personal Matters about an Identifiable Individual (Subject: Internal CAO Interest - Staff Report HR2021-023C); and

That HR Coordinator Kayla Best and CAO/Deputy Clerk Dave Milliner remain in attendance.

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

15. Confirming By-law

396

Be it resolved that by-law number 2021-150 being a by-law to confirm the proceedings of the Council of the Corporation of the Township of Southgate at its regular meeting held on October 6, 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:

Tony Commisso, Intact Public Entities Inc.

Additional Speaker:

Debra Wilson, NFP Canada Ltd.

ADDRESS:

POSTAL CODE:

TELEPHONE #:

E-MAIL ADDRESS:

New Delegation

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

2021/2022 Insurance Renewal, escalating cost of municipal claims.

-
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):

Receive for information

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)

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

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

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

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

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

 September 20, 2021

Signature

Date

William Gott, Treasurer
Township of Southgate

Signature

Date

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

Approval

Oct 6, 2021

Council Date: _____

Municipal Clerk Initials: _____ LG

Escalating Cost of Municipal Claims

2021

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Introduction

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

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

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

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

These cost factors are the fundamental reasons why the municipal sector is currently in a hard market. The cost of claims drive premiums.

Overview - Claims are Driving Premiums

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

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

What has Changed?

Property losses are more frequent and severe. Climate change has resulted in a substantial increase in property losses and catastrophic losses. Regardless of whether this has impacted a municipality directly, the substantial escalation in the cost of claims has increased both property insurance and reinsurance rates worldwide. Accessing adequate property capacity is becoming increasingly harder across Canada.

Cyber liability claims have risen dramatically in the last three years. More important, it is anticipated that these claims will continue to grow at an exponential rate. In 2018, a number of smaller Ontario municipalities reported cyber attacks. One recent high profile attack in the US resulted in a hacker gaining access to a municipality’s water system. In 2020, a Western Canadian municipality fell victim to a \$1 million phishing scheme while an Atlantic municipality spent four to six months restoring their computer system as a result of a hack.

Class action lawsuits are increasing in frequency because the certification process is now much easier and there are more plaintiff lawyers who pursue this type of claim. Municipalities have a growing exposure here. Even though a municipality may be innocent of the allegations, class actions are much more difficult and costlier to defend. COVID-19 claims have recently triggered a number of class action suits for municipalities.

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

Although joint and several liability has had a significant impact on municipalities, it is only one of many cost drivers. A change in joint and several liability that favours municipalities will not absorb or offset the impacts of the current hard market.

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

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

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

Transit claims are increasing in severity. Operating a transit system has inherent exposures attached since urban municipalities can serve a large number of riders. When buses have accidents, claims can be filed by all occupants resulting in very significant awards. Recent transit claims have put tremendous pressure on auto policy premiums.

The Insurance Market Cycle

Insurance is a cyclical business. It has been historically defined as being either hard or soft. A soft market typically exhibits low rates, generous terms, abundance of capital and more competition. A hard market is the opposite - higher rates, restrictive terms, reduced levels of capital and less competition.

This insurance cycle impacts all lines of business (property, liability, automobile, for example) across commercial and personal lines. Over the past five decades, there have been four hard markets: one in the mid 70's, mid 80's, early 2000's and the one we are in right now. It's been 15 years since the last hard market, consensus was we were overdue. One consistent observation is that the hard market is usually short in duration - around 3 years. A soft market usually lasts much longer, the last one being 15 years. It's difficult to predict when the current hard market will end but insurance professionals expect it to continue well into 2022.

Two factors that will impact the length of the hard market are investment returns and COVID-19. With interest rates and investment returns at all-time lows, commercial underwriters are more reliant on generating underwriting profits because investment income can no longer absorb poor underwriting results. A number of class action suits have been filed in the long-term care sector as a result of COVID-19 which is causing a high level of uncertainty. Although some provinces have put in place protections against these claims, the courts will ultimately determine the outcome of these actions.

How is the current hard market impacting municipal premiums and terms? The municipal sector is affected in much the same way as others in the commercial insurance space. Double digit premium increases were typical for municipalities in 2020 and will continue through 2021. Property capacity is challenging especially for municipalities with large property schedules. In certain cases restrictive terms have been applied. In addition, competition has been reduced. Municipalities usually have up to four bidders participate on a municipal insurance RFP. Over the past year that level of participation has dropped and in some cases only one bidder is quoting.

What can Municipalities Do?

Municipalities must increasingly rely on an insurance provider that keeps abreast of emerging issues and provides best in class risk management and claims services.

Think of insurance as a service, not a commodity.

Make sure your provider has superior tailored risk management and claims services. Municipalities can't rely on the provincial government to provide relief - they must take matters into their own hands. A Total Cost of Risk (TCoR) approach must be employed to ensure your insurance program is cost effective and efficient. A TCoR methodology is a tailored approach that mitigates local exposures (risk management) and implements best practices in claims management.

Ask how long your service provider has been part of their insurance program.

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

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

Based on this history of what is driving claims costs, there has been a strong upward response in insurance premiums. It is recognized that this has caused increased pressure on the finances of municipalities over the past two years. We believe, however, that the need to offset the ever-increasing cost of claims with premium adjustments cannot be ignored. We trust that our clients will continue to value our expertise based on our past experience and insight in order to be assured of long-term sustainability in their insurance program.

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

Frank Cowan Company has been working with municipalities for over 90 years. We understand municipal liability and we are here to assist you in addressing your various risks. We believe the best way to keep your total insurance costs low is by preventing claims before they happen. As a Frank Cowan Company client, you have unrestricted access to our risk management services – at no extra charge. These include

educational sessions, consultation services and on-site inspections. Our experts can analyze your operational policies and procedures, identify exposures and risks in your facilities, and consult with municipal workers on risk management topics.

The balance of the article is dedicated to explaining the cost drivers of municipal insurance premiums. It is important to note that fundamentally claims experience drives premiums. There are a number of factors outlined below that are driving up the cost of claims. These factors have evolved over the ten or so years and have culminated in triggering the current hard market.

The critical takeaway from this article is to focus on the factors that a municipality can control. It is more important than ever for municipalities to manage their risk. Reducing exposures and mitigating risk will reduce the frequency and severity of claims. **Lower claim costs = lower premiums.**

Drivers of Escalating Claims Costs

Climate Change

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

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

According to Munich Re, overall losses from worldwide natural catastrophes (cat losses) in 2020 totaled \$270 billion dollars, the fourth highest level in almost four decades. Canada’s total was \$2.4 billion, our fourth highest year on record. Canada is not immune to catastrophic property losses. There were six severe weather events in Canada in 2020, these included rain, hail, snow and windstorms and flooding. The 2016 Fort McMurray wildfire event was the single largest cat loss in Canadian history. Prior to Fort McMurray, the largest single cat loss event was the Alberta floods of 2013. Eight of top 10 highest loss years on record occurred in the last decade.

Simply put, property and reinsurance rates are on the rise.

Cyber Attacks

Cyber liability claims have risen dramatically in the last three years. More importantly, it is anticipated that these claims will continue to grow at an exponential rate. In 2018, a number of smaller Ontario municipalities reported cyber attacks to the point where the OPP issued a warning. Since then a number of high-profile events have emerged. A larger Western municipality responded to a significant phishing scam resulting in a seven-figure initial payment. In Atlantic Canada, a large municipality had to deal with a significant ransomware attack. The degree of penetration into their systems was substantial and it is estimated that it will take four to six months to rebuild the infrastructure. Cyberhackers are attacking municipalities daily using sophisticated tactics. A town in Florida (population 15,000) had its water system hacked -the assailant was attempting to increase the levels of lye. One additional key factor to note is the increasing severity of these claims, the cost of the average cyber claim has risen drastically in past few years.

At one time the perception regarding cyber attacks was equivalent to NIMBY – not in my backyard; now it’s a question of when. Municipalities must increase their protection, ensure they are adequately insured and implement best practices. Hackers prey on the underprepared resulting in the greater probability of a damaging cyber event.

Joint & Several Liability (The 1% Rule)

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

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

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

For over a decade Frank Cowan Company has participated in a number of initiatives with AMO and the Provincial government to solicit change to the 1% rule for municipalities and relieve them of this unfair burden. In 2014, the Ontario government (Attorney General's Office) was considering the Saskatchewan model of proportionate joint and several liability. Unfortunately, the provincial election resulted in a newly appointed Attorney General and the proposal was abandoned. Early in 2019, the province initiated a consultation process regarding the joint and several liability principle.

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

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

A two-car collision at a city intersection in 2007 resulted in serious injuries. Lawsuits were brought forward which were finally resolved in 2019. The claims against the city were for non-repair of the intersection. The trial judge found one driver liable for 50%, the second driver 25% and the city liable for 25% of damages. The city was liable due to the absence of a stop line at the stop sign which constituted a state of non-repair. All of the defendants appealed the trial decision. The Court of appeal dismissed the action against the second driver and increased the proportion of liability for the city to 33.33%. The damages awarded were \$15.5 million inclusive of PJI; exclusive of Third Party Costs, Disbursements and HST. The city should have only been responsible for \$5.166 million in damages plus their proportional share of Third Party Costs, Disbursements and HST. Since the at fault driver only had \$1 million in auto limits, as a result of joint and several liability, the city was responsible to pick-up the shortfall. In the end, the city's exposure to the claim increased to \$14.5 million plus \$480,496 in Third Party Costs, Disbursements and HST. This represented approximately 93.5% of the total damages awarded.

A second example from 2015 involves a child who was severely injured when struck by a vehicle at a city cross section. The claim against the city was threefold:

1. Did the crossing guard leave before the assigned time?

2. Was the city negligent for operating a crossing guard program that provided for the guard to leave ten minutes before classes start?
3. Did the city fail to fulfil its statutory duty to keep the intersection in good repair – should the loss location have had a reduced speed limit?

The quantum of damages was agreed upon before trial at \$7.85 million plus expenses. The trial was required to apportion liability among the three parties. The initial ruling was that the plaintiff received no apportionment while the driver and city were each assessed 50% contributory negligence. Again, the driver only had \$1 million in auto limits and the city was required to absorb an additional \$3.9 million plus expenses. The city's final proportion of costs equated to 87%.

There are numerous examples where municipalities have a strong liability defence, however they face significant risk of joint and several damages. Many of these claims are settled out of court to avoid these excessive joint and several costs. Quantifying the impact of joint and several damages on municipalities is very challenging since the objective in many cases is cost avoidance.

Although joint and several liability has had a significant impact on municipalities, it is only one of many cost drivers. A change in joint and several liability that favours municipalities will not absorb or offset the impacts of the current hard market.

Class Actions

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

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

Municipalities traditionally have provided Long Term Care (LTC) services. COVID-19 has resulted in a number of class actions suits filed against municipal LTC homes. This recent development adds another challenge to the municipal sector in terms of additional drivers regarding the rising cost of claims. Although some provinces have implemented protections against these class actions, fundamentally these impacts will take a long time to materialize as these cases will be resolved through the court systems.

Changing Legal Landscape

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

This was an occupier's liability claim in which the claimant cyclist was advancing over a "free fall" apparatus at the municipality's adventure park, when he fell off the obstacle, rendering him a quadriplegic.

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

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

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

Damage Awards are Substantial

Today, larger awards are more frequent. Court awards for severe bodily injury claims have increased dramatically in the last ten years. These awards are primarily driven by the costs of providing future care for catastrophically injured plaintiffs. Municipalities have a large exposure to this type and size of damage award and are currently feeling the impact through the cost of insurance. Listed below are the key drivers that contribute to the escalating cost of claims.

Future Care Costs

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

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

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

Examples of Future Care Awards

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

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

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

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

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

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

What Factors are Impacting Future Care Assessments?

Attendant Care

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

Inflation on Medical Expenses

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

Management Fees

Awards for future care must be managed to ensure the capital provided lasts a lifetime and often neither the plaintiff nor the plaintiff's family is capable or experienced in managing a large sum of money. The Courts realize that a professional guardian needs to be hired to ensure the funds are properly invested and managed. Management fees are approximately 5% of the futures award but in *Sandhu vs. Wellington Place Apartments*, the management fee alone was well above at 15%.

Interest Rate and Discount Rate Impact

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

Additional Heads of Damage

Loss of competitive advantage was introduced in the early 1980's. It was argued that a person, with even the most minor injury, was entitled to damages in the case of a job loss and/or the fact that a prospective employer may not hire a "damaged person". In 1980, this head started at a \$5,000 award. Today, it can be valued at \$100,000 or more.

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

Municipal Claims Inflation

Claims inflation should not be confused with the Consumer Price Index (CPI). CPI is an indicator of the changes in consumer prices experienced by Canadians. These items include food, shelter, transportation and clothing. The CPI is frequently used to estimate the extent to which purchasing power of money changes, so it is widely used as a measure of inflation.

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

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

The Big Picture

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

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

Frank Cowan Company's long-term, sustainable model has stood the test of time. Some brokers in the municipal insurance space frequently change insurers so that they can continue to offer deeply discounted premiums at the expenses of other critical elements of a value proposition. Due to the hard insurance market, some brokers are struggling to find a market that will offer insurance to municipalities.

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

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

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

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

Ask questions about claims management:

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

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

Ask questions about risk management:

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

Let us help!

Schedule A – Request to Appear as a Delegation

I wish to appear before Council on:

(Please print clearly)

CONTACT NAME: Adam Sherriff-Scott	
Additional Speaker:	
ADDRESS: [REDACTED]	
POSTAL CODE: [REDACTED]	TELEPHONE #: [REDACTED]
E-MAIL ADDRESS:	

New Delegation

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

JLL Listing Presentation (Presentation will be provided before the Council meeting)

-
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):

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)

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

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

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

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

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

	9/21/2021
Signature	Date

Signature	Date
-----------	------

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

Approval

Council Date: Oct 6, 2021

Municipal Clerk Initials: LG

Schedule A – Request to Appear as a Delegation

I wish to appear before Council on:

(Please print clearly)

CONTACT NAME: Kathy Kolodziej	
Additional Speaker:	
ADDRESS: [REDACTED]	
POSTAL CODE: [REDACTED]	TELEPHONE #: [REDACTED]
E-MAIL ADDRESS: [REDACTED]	

New Delegation

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

JLL Listing Presentation (Presentation will be provided before the Council meeting).

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):

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EcoPark, Dundalk

Prepared for: Township of Southgate

October 6, 2021





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Executive Summary

On behalf of JLL's Industrial Services Group, we thank you for reaching out to us on this exciting project. We are pleased to submit our analysis and marketing proposal for the disposition of the industrial and commercial land located in Dundalk, Ontario.

On the following pages, we outline the critical elements to ensure an effective marketing, negotiation and disposition process that will ensure maximum value consisting of excellent qualified users/developers and market leading sale prices. We include in these pages a thorough analysis of the business park, an extensive review of competing projects, an overview of the market trends, and the marketing campaign we propose to implement in order to maximize the sale price achieved.

We are very excited to be part of this project and we are prepared to initiate our disposition strategy immediately. More importantly, we have identified the key success factors in sale of your land and have already assigned the roles and responsibilities to the various members on our team. Between the in-depth agency experience our team possesses, the superb JLL corporate client roster and user/buyer representation track record that we have continuously demonstrated, we are the right partner to represent you in the market.

Thank you for the opportunity to provide our proposal and we look forward to continued dialogue as we move the project forward.

Sincerely,



ADAM SHERRIFF-SCOTT*
SVP & Practice Lead



KATHY KOLODZIEJ*
VP, Corp. Transaction Mgmt.



JAMIE MCELROY*
Sales Associate



CHRIS MARTIN
Sales Associate



GUNILA TAMBER
Sales Associate

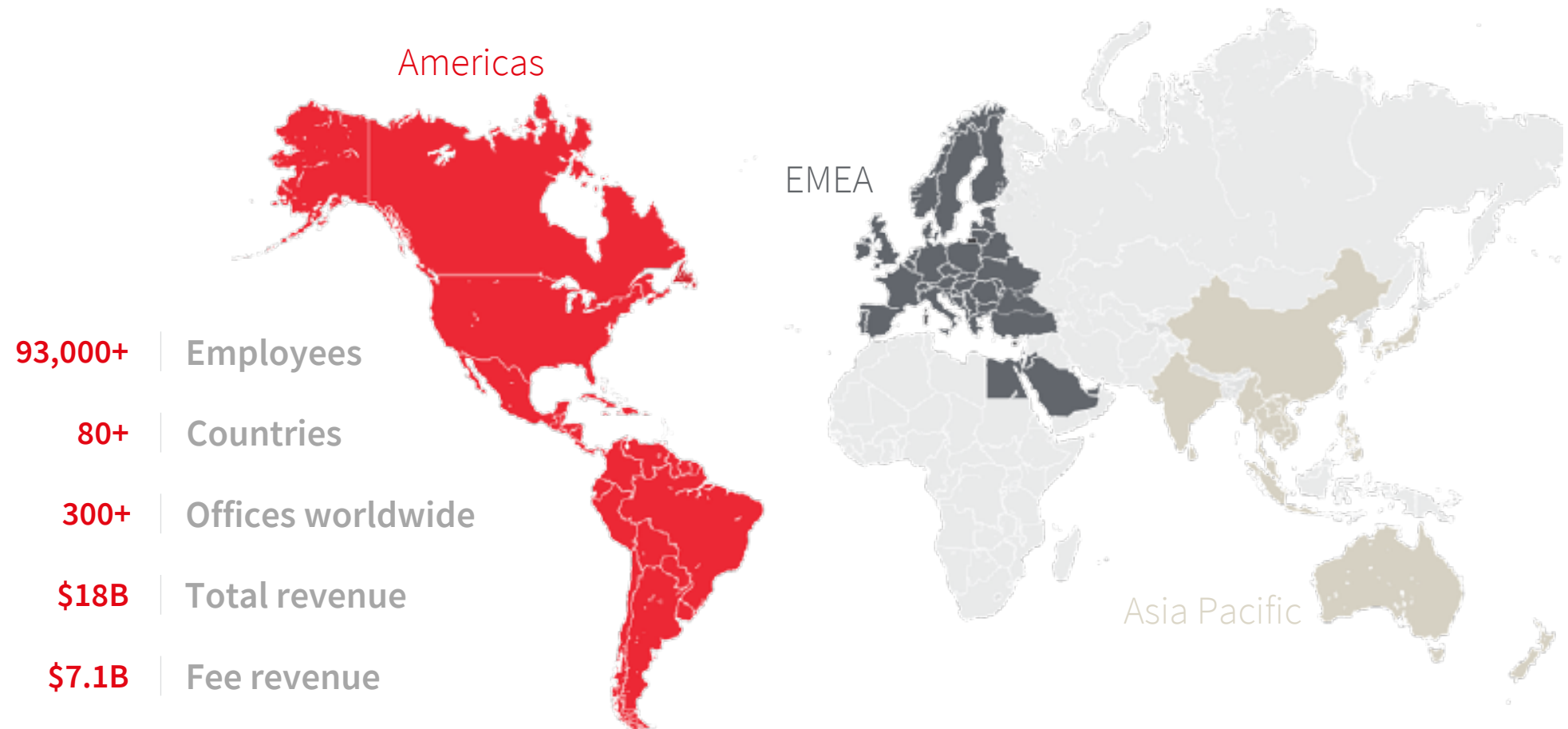


JLL Canada



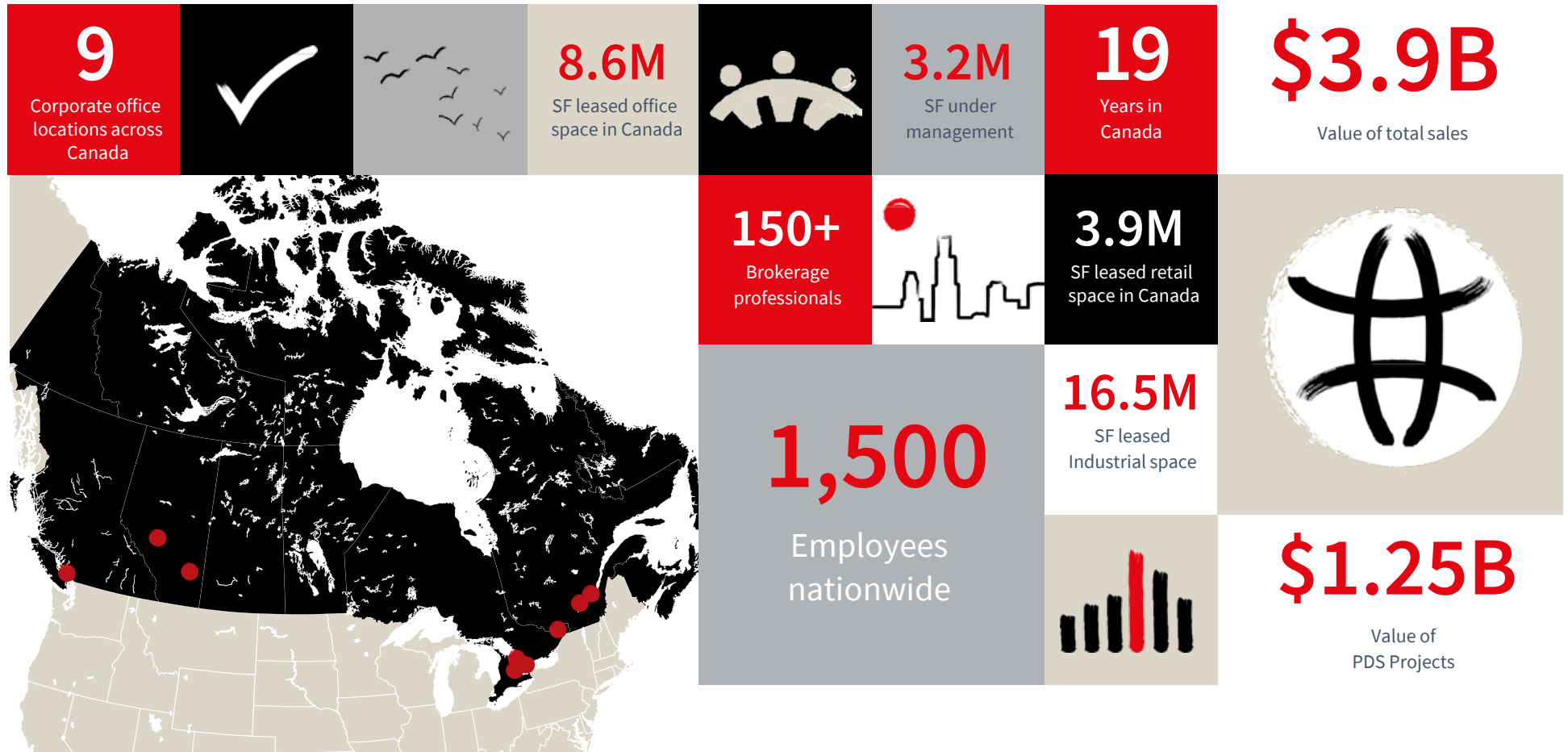
JLL Global Capabilities

JLL is the largest **full-service** commercial real estate advisory firm in the world.



JLL National Capabilities

JLL enjoys a **strong presence** across Canada, with representation in every major market covering all asset classes.



Teamwork.

We believe in teamwork—we share in order to succeed.

We are 93,000 individuals, but one team. It's as one team that we achieve our common goals and share our mutual successes. We unite across locations and functions to build world-class teams offering first-class service.

Ethics.

We believe in ethics in all client business—we act honestly and responsibly.

Our clients rely on us to act in their best interests. It's a responsibility we take seriously, which is why we're committed to clear principles, a strong sense of decency, and the highest global standards.

Excellence.

We believe in excellence—we strive to be exceptional.

We want to grow and do better for our clients and ourselves. That's why we're committed to excellence, and to always seeking new and innovative ways to make ambitions happen.

Our Culture Is Our Competitive Differentiator



Communication.



Collaboration.



Trust.

Whether client-facing, with colleagues or friends, these guiding principles, along with discipline and leadership will permit JLL Canada to guide our clients efficiently.



Property Profile



Property Profile



LAND SIZE	~142 acres (~32 acres of highway commercial and ~103 acres of industrial land)
LOCATION	HWY 10 north of HWY 89
SERVICED LAND	Yes

ASKING PRICE	Unpriced Basis
ZONING	M1 & C3
RAIL ACCESS	No

Currently Permitted Uses

Highway Commercial Zone (C3)

- a) Motel
- b) Hotel
- c) Motor Vehicle Washing Establishment
- d) Motor Vehicle Service Station
- e) Motor Vehicle Sales Area
- f) Motor Vehicle Repair Establishment
- g) Building Supply Outlet
- h) Custom Workshop
- i) Farm Equipment Sales Establishment
- j) Farm Supply Outlet
- k) Commercial Greenhouse
- l) Animal Hospital
- m) Bus Depot
- n) Parking Lot
- o) Garden and Nursery Sales & Supply Establishment
- p) Marine Sales & Services Establishment
- q) Residential uses accessory to a motel or hotel
- r) Uses, buildings or structures accessory to any permitted use in Clauses (a) to (n).
- s) Outdoor display area accessory to uses permitted in Subsection 17.2

General Industrial Zone (M1)

- a) Building Supply Outlet
- b) Bulk Sales Establishment
- c) Contractor's Yard
- d) Custom Workshop
- e) Haulage Business
- f) Light or Dry Industry
- g) Manufacturing Plant
- h) Transport Terminal
- i) Storage Industry
- j) Dry Cleaning Establishment
- k) Warehouse
- l) Public Garage
- m) Self-storage/mini-storage
- n) Motor Vehicle Washing Establishment
- o) Animal Hospital
- p) Open Storage accessory to a permitted use
- q) Uses, buildings or structures accessory to a permitted use, including a business office and a retail outlet.

Recommend revisiting by-law to add additional uses to both industrial & commercial zoning.

Source: <https://www.southgate.ca/en/municipal-services/resources/Planning/General-Planning-and-Land-Use-Files/Zoning-By-law---consolidated-June-2020.pdf>

S.C.O.T. Analysis



STRENGTHS

- Excellent location with HWY 10 exposure
- Located about 1 hour and 20 minutes north of the Greater Toronto Area
- Conveniently located northwest of Shelburne and southeast of Owen Sound
- Business park to consist of commercial land along HWY 10 and industrial land of the new road
- 0-25 acre lots that are fully serviced
- Strong labour pool with growing residential development



CHALLENGES

- “Bedroom” community requiring employment growth
- Shortage of industrial land in Grey County



OPPORTUNITIES







- Attract users as well as developers to provide leasing options in the business park
- Attract sustainable eco friendly companies
- Commercial users along HWY 10 to complement business park businesses
- Attractive development charges @ \$12 psf
- Provincial incentives for rural developed areas
- Capitalize on growing demand of affordable housing outside of the GTA that requires local employment opportunities
- Downtown revitalization as lands are developed and business opened

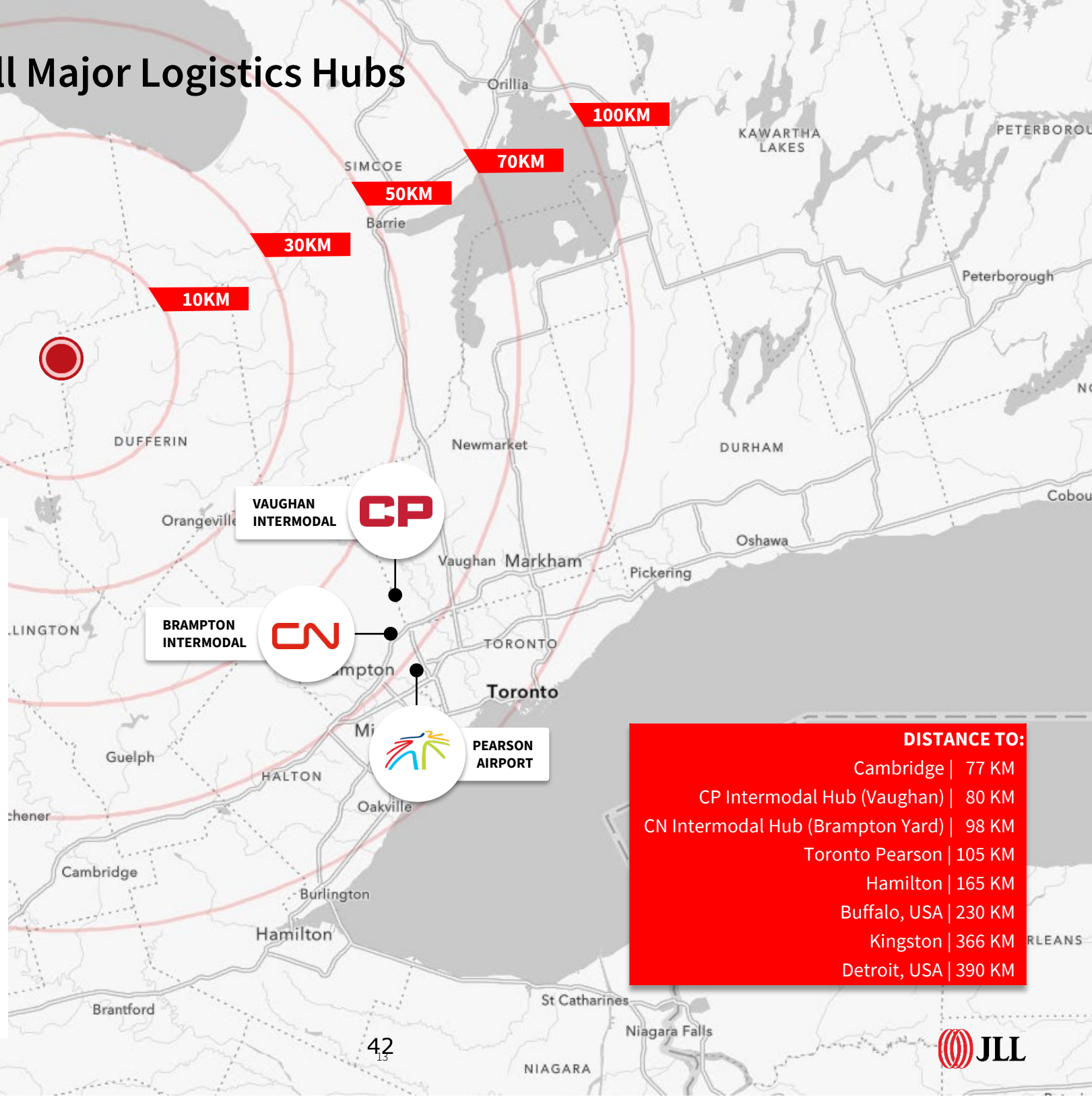


THREATS

- Geopolitical conditions
- Delays in road and services availability

Proximity to All Major Logistics Hubs

	
POPULATION*	AVERAGE HOUSEHOLD INCOME*
8,120	\$90,576
	
TOTAL LABOUR FORCE*	WAREHOUSE LABOUR FORCE*
4,205	1,408
	
EMPLOYMENT RATE*	USED CAR TO WORK*
95.9%	85.37%



DISTANCE TO:	
Cambridge	77 KM
CP Intermodal Hub (Vaughan)	80 KM
CN Intermodal Hub (Brampton Yard)	98 KM
Toronto Pearson	105 KM
Hamilton	165 KM
Buffalo, USA	230 KM
Kingston	366 KM
Detroit, USA	390 KM



Comparable Properties Sold and Available



Commercial Land Availabilities & Sales

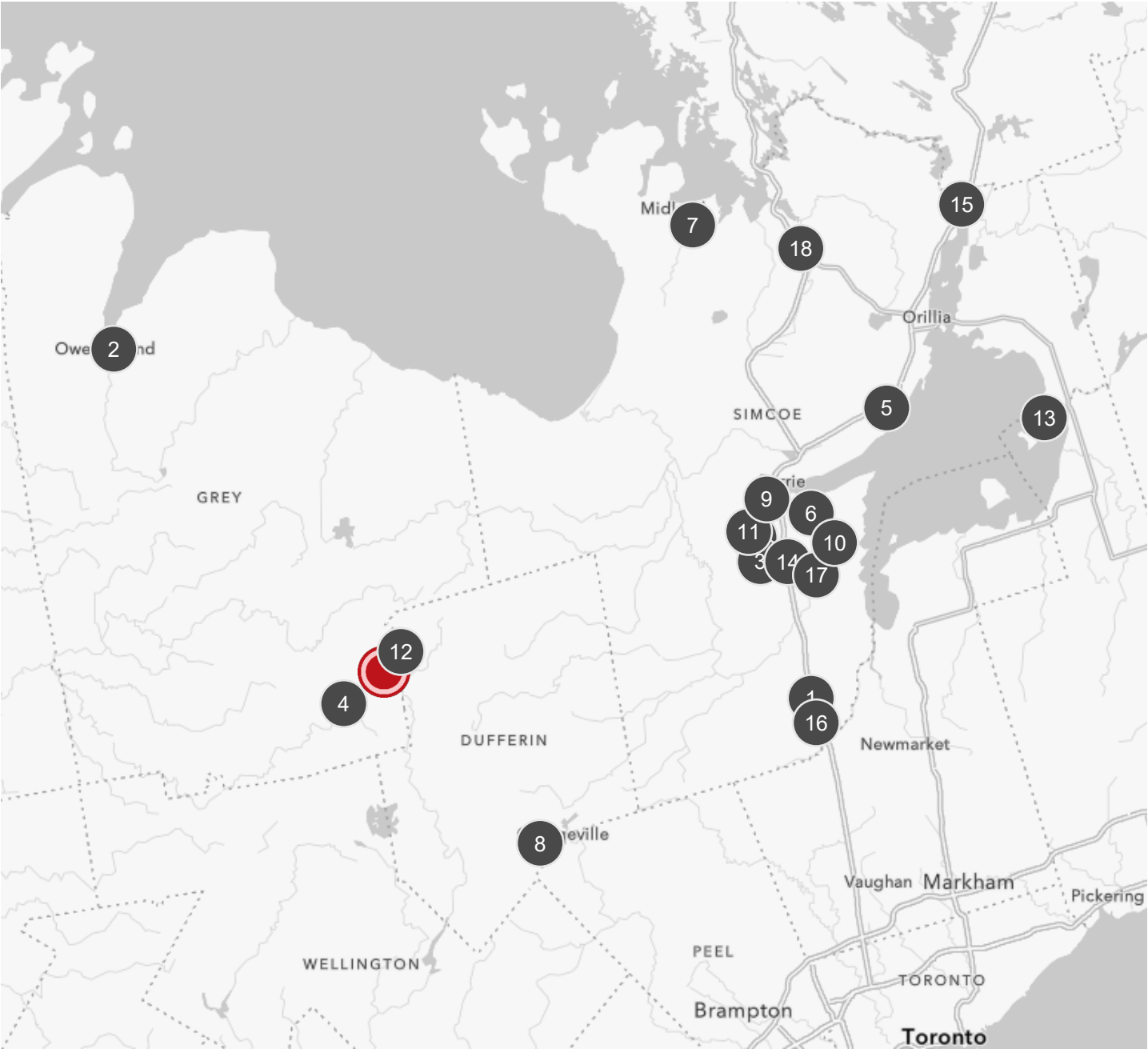
Available Properties For Sale

ADDRESS	MUNICIPALITY	LIST PRICE	\$ Per acre	LAND AREA (AC)	ZONING
2841 Mckinstry Road	Bradford West Gwillimbury	\$4,999,900	\$499,990	10	400 Lands, Industrial Commercial
L9 + 10 16th Street East Street E	Owen Sound	\$9,000,000	\$272,727	33	C2-1 Commercial/ M2-1 Industrial
7209 County Rd 27 Road	Innisfil	\$2,399,900	\$428,554	5.6	Ch-4
152149 Southgate Sideroad15 Sideroad	Southgate	\$799,000	\$15,980	50	Commercial
49 Line 11 South	Oro-Medonte	\$1,200,000	\$333,333	3.6	General Commercial
814 Yonge St	Simcoe	\$499,900.00	\$438,509	1.14	Hc
189 Pillsbury Road	Midland	\$998,900	\$96,048	10.4	Highway Commercial

Comparable Properties Sold

ADDRESS	MUNICIPALITY	LISTED PRICE	SOLD PRICE	\$ Per acre	LAND SIZE (AC)	ZONING	SOLD DATE
205495 County Road 109	Amaranth	\$4,500,000.00	\$4,500,000.00	\$120,320.86	37.4	C2-2 & M1-4	8/30/2021
1906 Commerce Park Drive	Innisfil	\$2,988,000.00	\$3,150,000.00	\$431,506.85	7.3	Commercial Business Park	8/16/2021
1941 Commerce Park Drive	Innisfil	\$1,150,000.00	\$1,100,000.00	\$402,930.40	2.73	Cbp - Commercial Business Park	7/14/2021
7428 County Road 27 Road	Essa	\$2,750,000.00	\$2,500,000.00	\$409,836.07	6.1	Highway Commercial	6/1/2021
240 Owen Sound Street	Southgate	\$1,185,000.00	\$977,500.00	\$263,477.09	3.71	C1 184 H	5/17/2021
1418 Sideroad 15 Sideroad	Ramara	\$1,350,000.00	\$1,250,000.00	\$55,903.40	22.36	Commercial	5/14/2021
1882 Commerce Park Drive	Innisfil	\$2,889,000.00	\$2,450,000.00	\$332,880.43	7.36	Commercial Business Park	3/11/2021
4338 Hamilton Street	Severn	\$175,000.00	\$160,000.00	\$106,666.67	1.5	C1	2/27/2021
2813 Mckinstry Road	Bradford West Gwillimbury	\$4,000,000.00	\$3,650,000.00	\$363,908.28	10.03	400 Lands Industrial/Commercial	2/19/2021
1843 Commerce Park Drive	Innisfil	\$1,425,000.00	\$1,350,000.00	\$326,876.51	4.13	Commerce Business Park	2/2/2021
87 Coldwater Road	Severn	\$599,900.00	\$550,000.00	\$229,272.07	2.40	C1	1/4/2021

Commercial Land Map



1	2841 Mckinstry Road, Bradford West Gwillimbury
2	L9 + 10 16th Street East Street E, Owen Sound
3	7209 County Rd 27 Road, Innisfil
4	152149 Southgate Sideroad15 Sideroad, Southgate
5	49 Line 11 South, Oro-Medonte
6	814 Yonge St, Simcoe
7	189 Pillsbury Road, Midland
8	205495 County Road 109, Amaranth
9	1906 Commerce Park Drive, Innisfil
10	1941 Commerce Park Drive, Innisfil
11	7428 County Road 27 Road, Essa
12	240 Owen Sound Street, Southgate
13	1418 Sideroad 15 Sideroad, Ramara
14	1882 Commerce Park Drive, Innisfil
15	4338 Hamilton Street, Severn
16	2813 Mckinstry Road, Bradford West Gwillimbury
17	1843 Commerce Park Drive, Innisfil

Industrial Land Availabilities & Sales

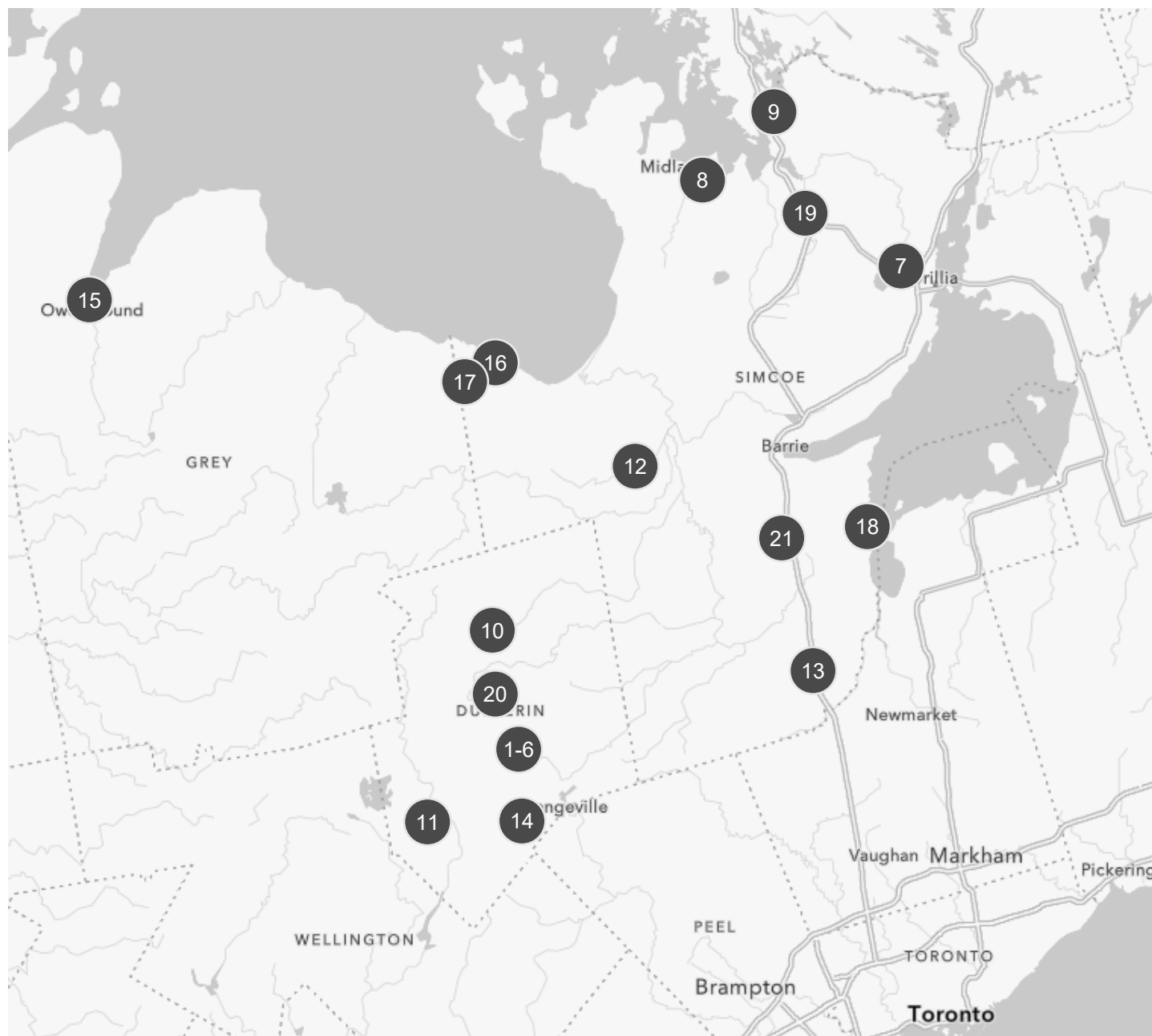
Comparable Properties for Sale

ADDRESS	MUNICIPALITY	LIST PRICE	\$ Per acre	LAND AREA (AC)	ZONING
N/A 2nd Line	Amaranth	\$5,000,000	\$250,000	20	M1-10 (H) & M1-11(H)
N/A 2nd Line	Amaranth	\$6,250,000	\$250,000	25	M1-10 (H) & M1-11(H)
N/A 2nd Line	Amaranth	\$12,500,000	\$250,000	50	M1-10 (H) & M1-11(H)
N/A 2nd Line	Amaranth	\$18,750,000	\$250,000	75	M1-10 (H) & M1-11(H)
N/A 2nd Line	Amaranth	\$25,000,000	\$250,000	100	M1-10 (H) & M1-11(H)
N/A 2nd Line	Amaranth	\$70,750,000	\$250,000	283	M1-10 (H) & M1-11(H)
351 West Street S	Orillia	\$2,500,000	\$126,518	19.76	M2- Industrial Two (General Industrial)
1001 Kindred Road	Midland	\$299,000	\$82,143	3.64	M2-2
3881 Darling Island Road	Severn	\$499,000	\$259,896	1.92	Sr3 - 19 - H13

Comparable Properties Sold

ADDRESS	MUNICIPALITY	LISTED PRICE	SOLD PRICE	\$ Per acre	LAND AREA (AC)	ZONING	SOLD DATE
537042 Main Street	Melanchton	\$2,250,000.00	\$1,850,000.00	\$70,799.85	26.13	Development / Light Industrial & Ec	7/12/2021
152 Main Street N	East Luther Grand Valley	\$625,000.00	\$589,000.00	\$449,618.32	1.31	Ind-4	7/9/2021
5 Greengage Road	Clearview	\$649,000.00	\$649,000.00	\$214,900.66	3.02	Industrial- Mr	7/6/2021
3538 Line 8	Bradford West Gwillimbury	\$5,525,000.00	\$5,000,000.00	\$294,117.65	17	Future Development	5/28/2021
473043 County Rd 11 Road	Amaranth	\$3,000,000.00	\$2,562,000.00	\$252,912.14	10.13	Industrial	3/1/2021
Lt 8 17Th Street E	Owen Sound	\$675,000.00	\$595,000.00	\$109,174.31	5.45	M2 - Heavy Industrial	2/21/2021
380 High Street	Collingwood	\$1,150,000.00	\$1,050,000.00	\$211,267.61	4.97	Dr	2/1/2021
420 High Street	Collingwood	\$6,250,000.00	\$5,200,000.00	\$77,611.94	67	Dr, Ru, Ep	2/1/2021
Ptblka Maple Road	Innisfil	\$449,000.00	\$404,500.00	\$311,153.85	1.3	Ep & R1	1/30/2021
2956 Southorn Road	Severn	\$850,000.00	\$800,000.00	\$31,633.06	25.29	M2 - General Industrial	1/13/2021
Xxx Luxton Way	Shelburne	\$487,500.00	\$500,000.00	\$128,205.13	3.9	M1 Industrial Employment	12/16/2020
7131 5 Sideroad	Innisfil	\$13,750,000.00	\$13,750,000.00	\$210,824.90	65.22	lbp	

Industrial Land Map



- 1 N/A 2nd Line, Amaranth
- 2 N/A 2nd Line, Amaranth
- 3 N/A 2nd Line, Amaranth
- 4 N/A 2nd Line, Amaranth
- 5 N/A 2nd Line, Amaranth
- 6 N/A 2nd Line, Amaranth
- 7 351 West Street S, Orillia
- 8 1001 Kindred Road, Midland
- 9 3881 Darling Island Road, Severn
- 10 537042 Main Street, Melancthon
- 11 152 Main Street N, East Luther Grand Valley
- 12 5 Greengage Road, Clearview
- 13 3538 Line 8, Bradford West Gwillimbury
- 14 473043 County Rd 11 Road, Amaranth
- 15 Lt 8 17Th Street E, Owen Sound
- 16 380 High Street, Collingwood
- 17 420 High Street, Collingwood
- 18 Ptblka Maple Road, Innisfil
- 19 2956 Southorn Road, Severn
- 20 Xxx Luxton Way, Shelburne
- 21 7131 5 Sideroad, Innisfil



Marketing Strategy

Disposition Strategy

Our goal is to deliver **innovative**, differentiated and best-in-class marketing across multiple communication channels.



Two Strategic leads & Three on-the-ground prospectors

Our cross-regional team collaborates and shares best practices, driving innovation in our property marketing



Access to expertise & best practices

Our regional marketing team benefits from full connectivity to our expanded JLL national marketing leads



Full-service, in-house agency

Rivalling a stand-alone creative agency, JLL's in-house capabilities can meet any needs your project might entail



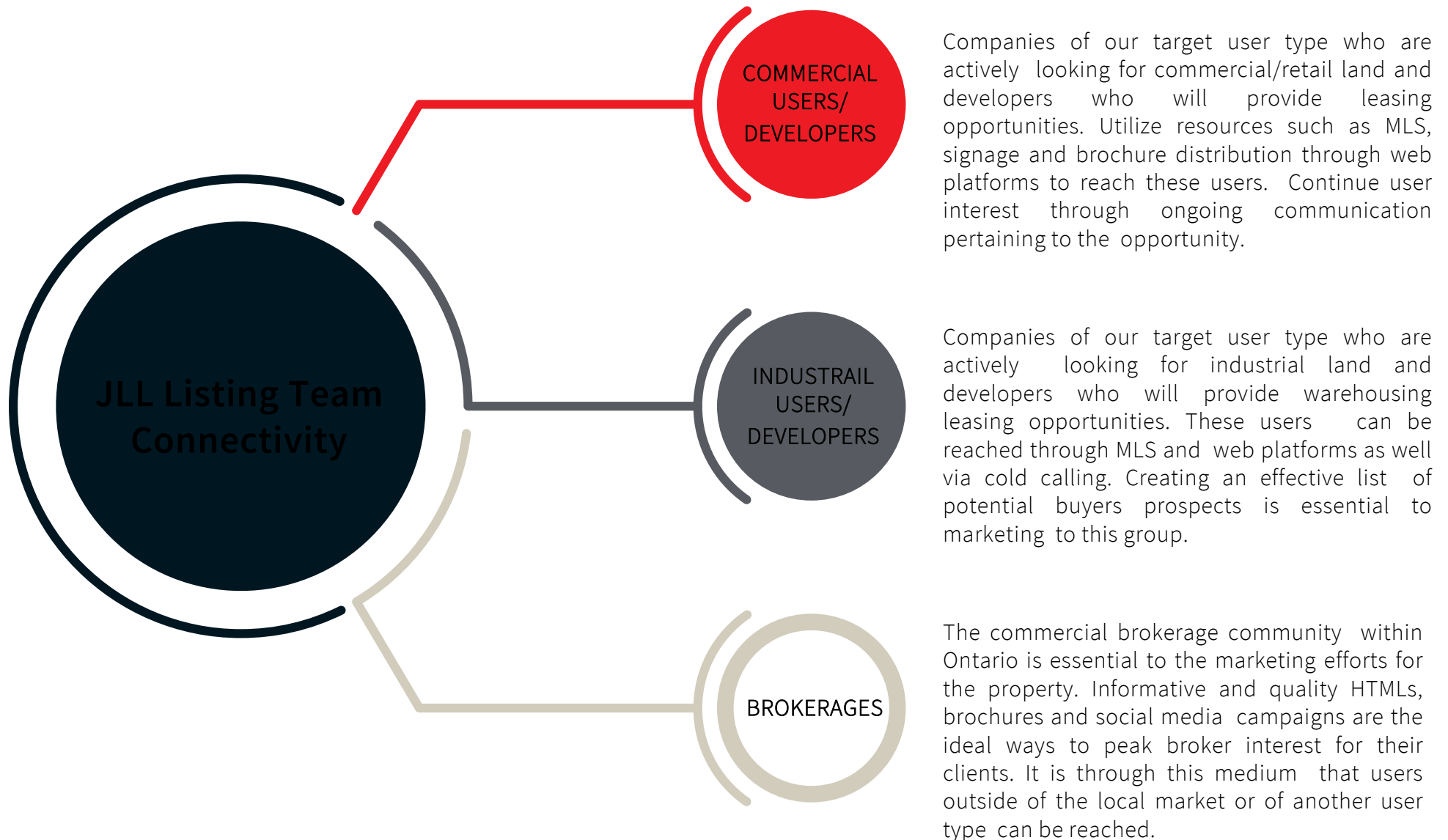
Technology & Covid-19

The latest technology for property marketing and prospect outreach including virtual tours

Superior in-house Marketing & Design Services

- Online print media & website
- Virtual data room (VDR)
- Design services
- Custom marketing video
- Custom HTMLs
- Property signage
- Active reporting

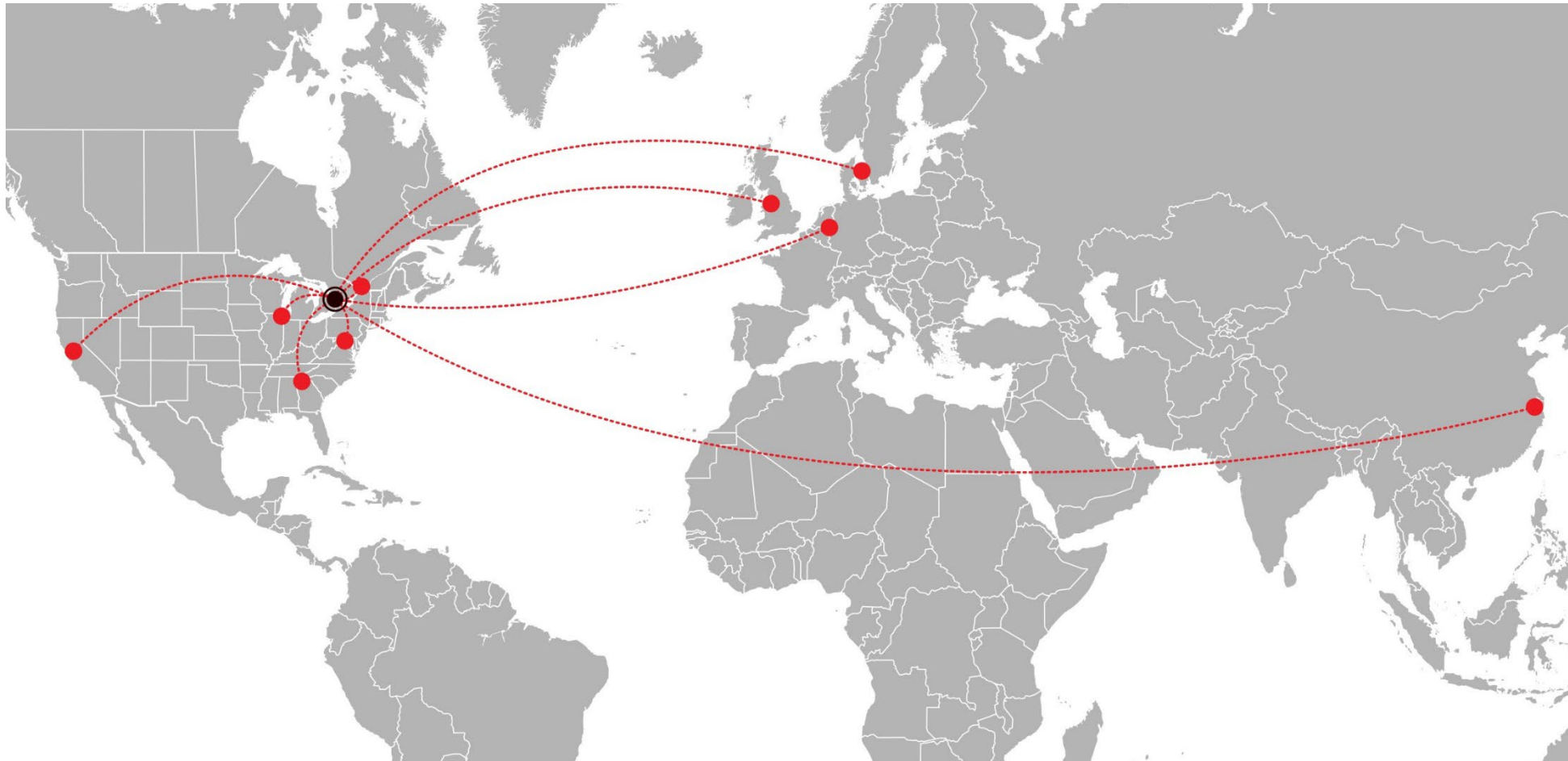
Marketing Strategy - Target Buyers



“Success” Formula



JLL's Corporate Connections



xerox™



L3HARRIS™

Spectrum
Brands



Oldcastle
BuildingEnvelope™



PHILIPS

DSV

Marketing Campaign Development Process

1

Target Buyers

- Warehousing/Logistics/Distribution
 - Light manufacturing
 - Transportation
- Medical/Institutional
 - Retailers

4

Delivery Method

- Broker e-blasts
- Cold-calling campaign
- Broker road show – branded “SWAG”
- Signage, website and virtual tour video

2

Buyer List

- Businesses that are looking to exit the expensive Toronto market
 - JLL Corporate Client List

5

Offer/Lease Process

- Standard offer and lease documents
- Business Park Welcome Package

3

Product Offering

- Zoned and fully serviced land
- Land offered in variety of sizes
- Affordable location within 1 hour of GTA
 - Buyer Incentive package

6

Reporting

- Bi-weekly Activity zoom reporting
- Listing activity
 - Cold-calling activity
 - Tours & follow-ups

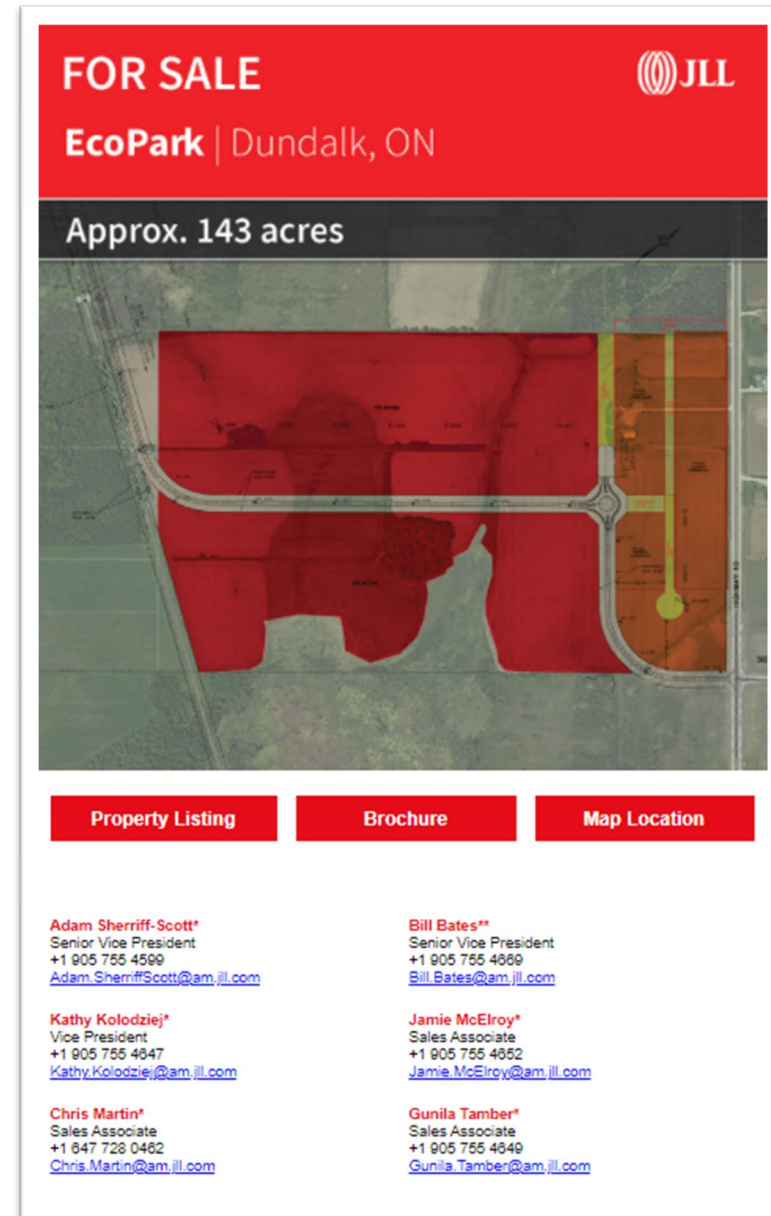
Marketing Materials

Property Brochure

- Custom designed high-quality brochure
- Highlights and features of the opportunity
- Distributed through door-knocking & upon request

E-mail Blast

- Custom e-mail blast created with link to brochure
- Distributed bi-weekly to JLL's network and target users



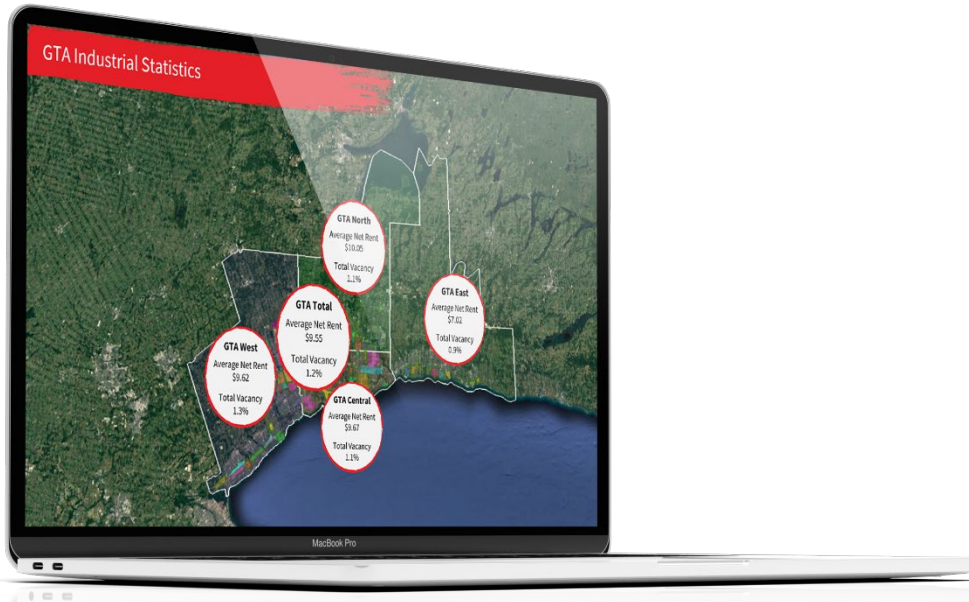
Marketing Materials

Custom Marketing Video

- Video showcasing the property features, connectivity, proximity to transit, amenities and surrounding tenants

Social Media

- Custom social media posts
- Distributed to the personal LinkedIn networks of the listing professionals on the project



FOR SALE

EcoPark, Dundalk

Approx. 143 acres

Adam Sherriff-Scott* Senior Vice President +1 905.755.4599 Adam.Sherriff@jll.com	Bill Bates** Senior Vice President +1 905.755.4569 Bill.Bates@jll.com	Kathy Kalodazig* Vice President +1 905.755.4617 Kathy.Kalodazig@jll.com	Jamie McElroy* Sales Associate +1 905.755.4652 Jamie.McElroy@jll.com	Chris Martin* Sales Associate +1 947.728.9162 Chris.Martin@jll.com	Gunila Tambay* Sales Associate +1 905.755.4619 Gunila.Tambay@jll.com
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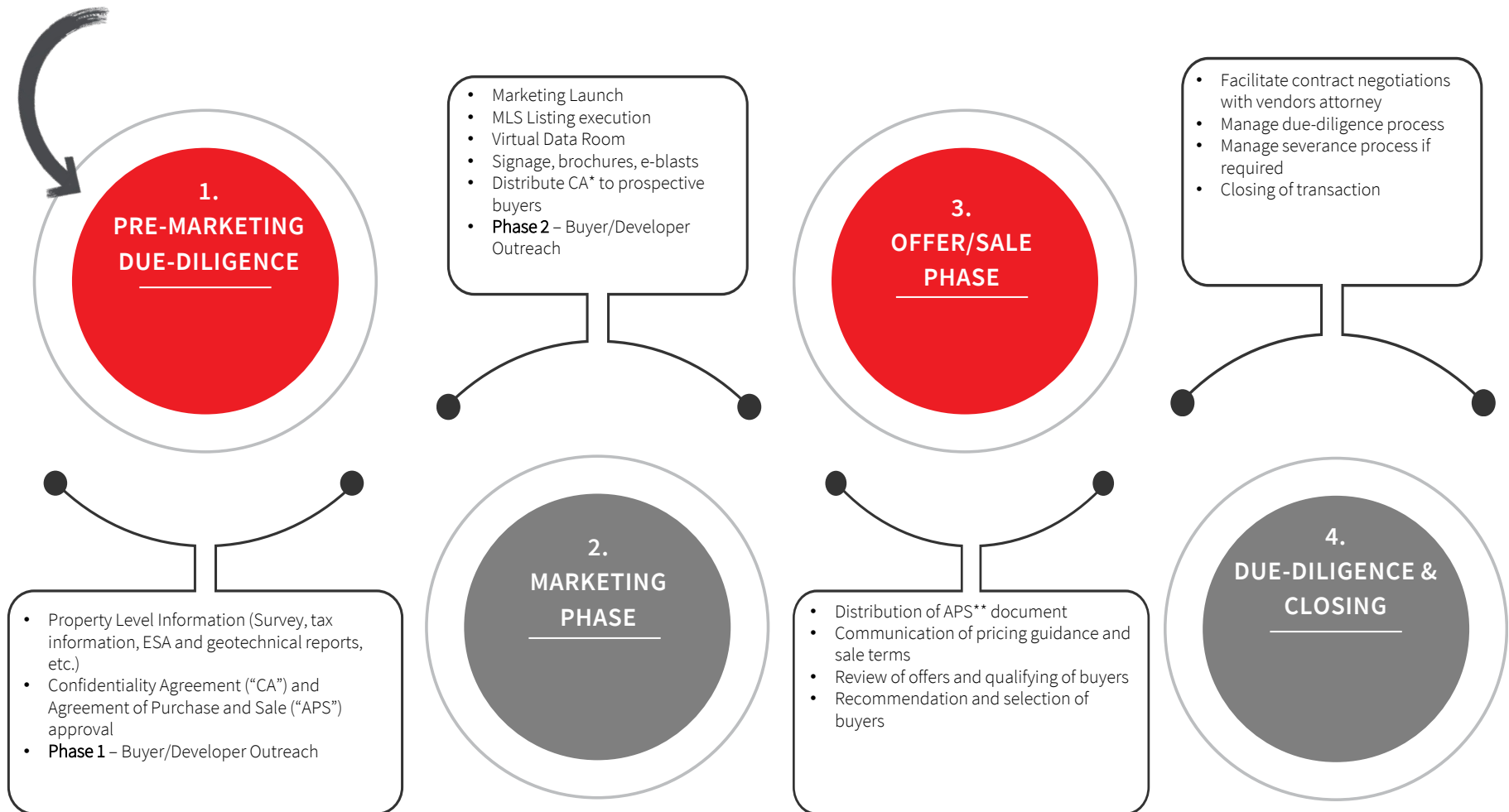


JLL Plan of Attack



JLL Plan of Attack

READY TO GO TODAY!



* CA – Confidentiality Agreement

** APS – Agreement of Purchase and Sale



Market Trends



Current Market Trends

COMMERCIAL/RETAIL

- Impact of Covid disrupted retail market initially but is rapidly improving, high vaccination rates, and mandatory vaccination policies are providing stability to the sector with less risk for future lockdowns.
- Consumer confidence is at an all-time high since the onset of the pandemic, dining, entertainment, and service-based retail overall have recovered to levels equal to 2019.
- With reduced travel and the desire to evolve homes into more comfortable spaces to live, work, and play, the home improvement and home goods retail categories have sustained strong performance throughout the pandemic.
- The appetite for expansion from quick service restaurants has been insatiable with drive-thru product the most in demand real estate type.
- As Rural and Suburban retail markets have been the beneficiary of population migration and a sustained hybrid work from home model, retail product has performed better in Rural and Suburban markets and demand for these markets has strengthened.
- Accelerated progression of residential development in rural markets is of interest to many service-based retail brands due to lower rents and the ability to service larger markets digitally from satellite locations. These retailers need to see concrete evidence of the residential growth being realized to commit to bricks and mortar locations based on future market size.
- As retailers have shifted to omnichannel paths to the consumer, many bricks and mortar retailers are examining their models and exploring using their locations to offer retail storefronts and e-commerce fulfillment opportunities.
- Retailers have reduced capital budgets for growth due to the pandemic, will prioritize capital to highest returns on investment.

INDUSTRIAL

- High demand for industrial product in Ontario from both users and investors
- Increasing land sales prices across province
- E-commerce and last-mile needs increasing industrial demand in GTA and rural areas
- Low availability and rising land prices for industrial land is forcing the developers to purchase land outside of urban areas
- Rising demand for temperature-controlled space for food vertical and manufacturing industry

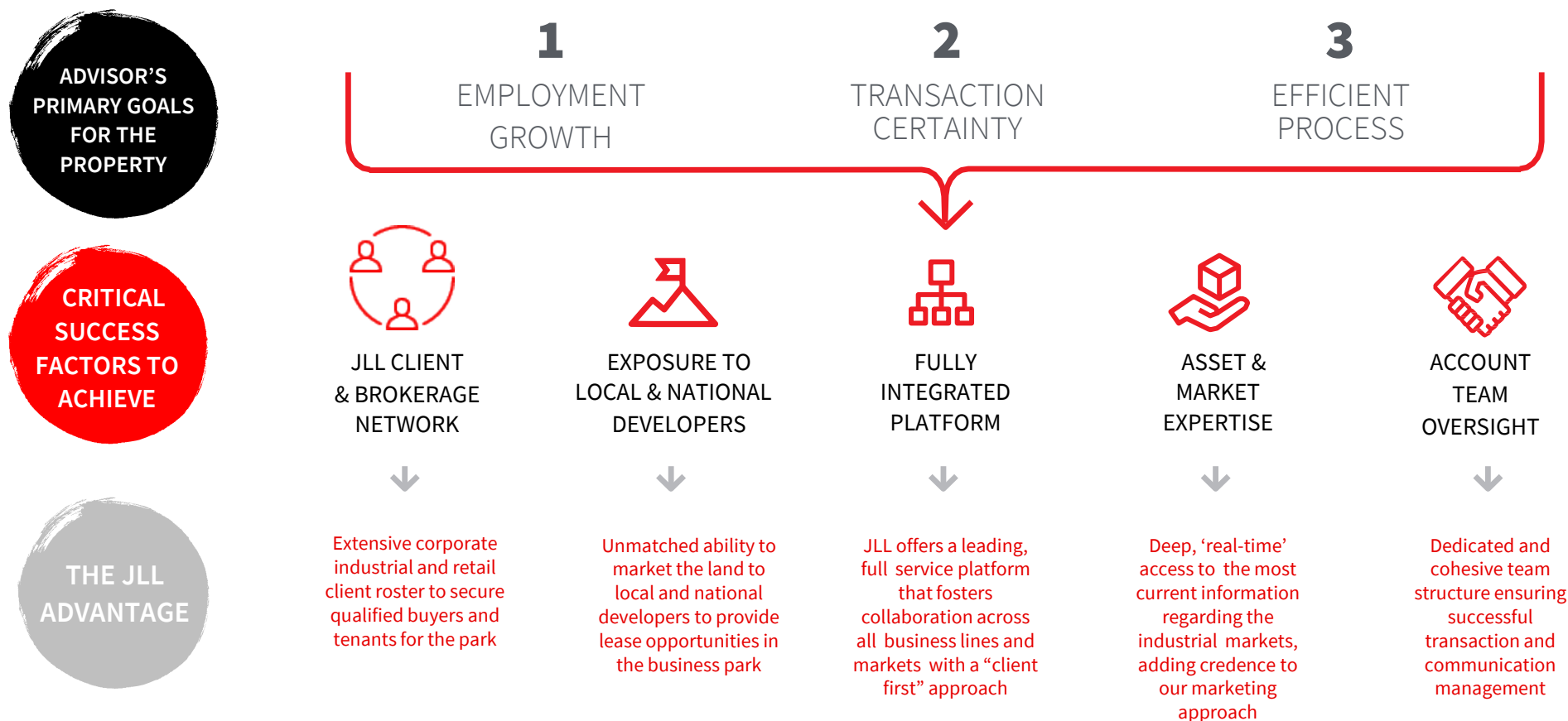
Retail Void Analysis

DEMOGRAPHICS	SHELBURNE	DURHAM	WALKERTON	MOUNT FOREST	DUNDALK
Population (2016)	8,126	2,609	4,517	4,643	2,046
Pop. Growth (2011-2016)	39.1%	-1%	2.6%	4%	2.9%
Occupied Private Dwellings (2016)	2,785	1,155	1,920	2,075	800
RETAILERS BY CATEGORY					
Retail Banking	TD TBC	CIBC RBC Northern Credit Union	CIBC Meridian Credit Union BMO TD	BMO Scotiabank TD Kindred Credit Union	CIBC Dundalk District Credit Union
Retail Pharmacy	IDA Shelburne Town Pharmacy	IDA	Guardian Pharmasave	IDA Pharmasave Loblaws Pharmacy	Guardian
QSR	Tim Hortons (2) Domini's Pizza New Orleans Pizza Subway	Tim Hortons Godfathers Pizza New Orleans Pizza Subway	Tim Hortons Godfathers Pizza Dairy Queen Subway KFC Pizza Delight	Tim Hortons A&W New Orleans Pizza Subway Domino's Pizza Coffee Culture	Tim Hortons Square Boy Pizza Jug City The Grill Junction Family Restaurant
Supermarkets & Grocery Stores	Foodland No Frills	Foodland	Foodland Your Independent Grocer	Foodland No Frills M&M Food Mart	Foodland
Convenience/Discount Retail	Looney Tooney On the Run Circle-K Giant Tiger	Crazy Dollar Plus Store	Looney Tooney Circle-K Towne Convenience	Looney Tooney Bargain Mart Variety Town Convenience Circle-K	On the Run Daisy Mart
Consumer Discretionary	Home Hardware LCBO Beer Store	Home Hardware LCBO Beer Store	Home Hardware LCBO Beer Store The Source Peavey Mart Timber Mart	Home Hardware LCBO Beer Store Peavey Mart Canadian Tire	Home Hardware LCBO



The JLL Advantage

The “JLL Advantage”



Why JLL

- Account Team Oversight and Management:
 - Single-point of contact
 - Effective and transparent communication
 - Defined roles and responsibilities
 - Overall transaction and project timeline management
- Strong will and ability of your JLL dedicated team to provide unparalleled and **conflict free** advisory services
- Unique combination of:
 - Recent and **relevant** sales experience
 - Best-in-class** marketing materials
 - Deep **markets** expertise
 - Unparallel **client network**
 - Government** process experience
- JLL will brand this opportunity as a **strategically located business park**.



Terms of Engagement

Terms of Engagement

Term Length: 18 months

List Price: UNPRICED

Sales Fee: For disposition of the land parcels in EcoPark Dundalk, the following fee schedules will apply due in full upon successful closing as a disbursement:

- Total Fee: 6%
- Listing Team: 3%
- Cooperating Booker: 3%
- If sold by JLL Team: 5%
- Fees payable on closing

Marketing Expenses: All marketing materials, professional photos and brochures to be paid for by JLL.

Holdover Period: 180 Days



Appendix I

Team Structure & Bios

Meet our Team

Core Team



ADAM SHERRIFF-SCOTT
Senior Vice President

Project Role
Negotiation,
Buyer Qualifying &
Transaction Execution



KATHY KOLODZIEJ
Vice President

Project Role
Negotiation,
Buyer Qualifying &
Transaction Execution



JAMIE MCELROY
Sales Associate

Project Role
Prospecting, Touring &
Transaction Management



CHRIS MARTIN
Sales Associate

Project Role
Prospecting, Touring &
Transaction Management



GUNILA TAMBER
Sales Associate

Project Role
Prospecting, Touring &
Transaction Management

Support Team



JULIANA SCUDERI
Client Services Coordinator



YOANA KOWLESSAR
Marketing Associate



CHAD PICHE
Research Manager

CORE VALUES

DIVERSITY

CONTINUOUS IMPROVEMENT

INTEGRITY

RESULTS-DRIVEN

COLLABORATION

TRUE TEAM

JLL Local Industrial Capabilities



\$2.1B

Value of leases &
sales for past 24
months



16.8M

Total SF leased & sold by
the Toronto Industrial
Team for past 24 months



450+ AC

Total acreage leased &
sold by the Toronto
Industrial Team for past 24
months

JLL Local Industrial Capabilities



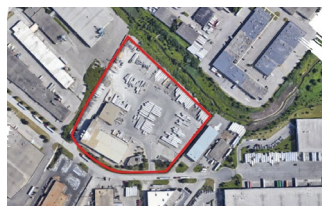
2200 YUKON COURT MILTON

1,100,000 sf, Design-build
Purchase \$160,000,000
181,000,000 Forward Sale



HUMBER STATION ROAD BOLTON

37.14 acres of land
Sold for \$28,500,000



7447 BREN ROAD MISSISSAUGA

39,892 sf on 9.2 acres
Sold for \$24,000,000



1001 BELMORE LINE WROXETER

24,705 sf on 23 acres
Sold for \$900,000



1035 INDUSTRIAL ROAD AYR

156,318 sf on 8 acres
Leased for \$281,464



297 RUTHERFORD RD. & GLIDDEN RD, BRAMPTON

17.9 acres of land
Sold for \$59,250,000



107 SINCLAIR BLVD. BRANTFORD

FOR SALE
1379 acres



28 COMMERCE CRES NORTH BAY

FOR SALE
70,000 sf on 5.97 acres



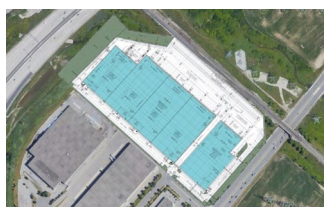
2265 MARKHAM ROAD SCARBOROUGH

FOR SALE
3.0 acres
Conditionally sold at \$7,050,000



771 WILSON AVENUE KITCHENER

FOR SALE
72,200 sf



400-420 PARKHURST SQUARE BRAMPTON

FOR LEASE
89,346 – 322,660 sf



5275 HIGHWAY N33 BATH

FOR SALE
195.67 acres

Team Biographies



Adam Sherriff-Scott

Senior Vice President | Co-Practice Lead, GTA West Industrial

Adam Sherriff-Scott joined JLL in the fall of 2014 to help grow the Agency Leasing and Sales presence of JLL Industrial in the GTA West market. Since joining he has been integral in winning multiple noteworthy listing assignments and has brought to market over \$985 million dollars' worth of Industrial assets for sale.

Over the past 22 years Adam has represented owners, both private and institutional, across the Greater Toronto Area, Canada and North America which has enabled him to develop a strategic approach to solving client challenges with respect to facilities throughout the entire life-cycle of a real estate transaction. Adam's main focus is assisting industrial and corporate users in the areas of agency leasing, portfolio acquisition/disposition, documentation review, site selection/comparison, financial analysis and lease negotiations.

Prior to joining JLL Adam spent six years as a Vice President of Industrial at Avison Young in the GTA West working on industrial agency leasing and sales assignments. Adam and his team won the largest leasing and disposition assignment in company history of over 2 million square feet. Prior to that he spent over five years working in Prague, Czech Republic, and Moscow, Russia working for two international real estate firms as Senior Director managing teams in both office and industrial leasing.

Adam attended the University of Guelph where he graduated in 1999 with a Bachelor's Degree in Political Science. Adam is a member of the Real Estate Council of Ontario, the Ontario Real Estate Association, the Toronto Real Estate Board and is a licensed real estate Broker in Ontario, Canada.

MAJOR TRANSACTIONS

- Canada Post: 850,000 sf
- Morguard: 375,000 sf
- HOOPP: 185,000 sf
- Jeld-Wen: 190,000 sf
- Triovest Realty: 925,000 sf
- Hopewell: 280,000 sf
- Panattoni: 180,000 sf
- One Properties: 285,000 sf
- Nicola Crosby: 450,000 sf
- Nova Ridge: 270,000 sf
- McMillan Transport: 150,000 sf
- ProXhibit: 73,000 sf
- Bentall Kennedy: 450,000 sf
- Skyline REIT: 258,000 sf
- Artis REIT: 120,000 sf
- Old Castle Building Products: 540,000 sf
- DSV: 1,100,000 sf
- Plat Du Chef: 110,000 sf
- LaSalle Investment Management: 400,000 sf
- The Rathcliffe Group: 425,000 sf
- Rayonier Advanced Materials: 250,000 sf

Team Biographies



Kathy Kolodziej

Vice President | Corporate Transaction Management, Industrial

Kathy brings 20 years of real estate experience, concentrated at the management level and working with complex public and private corporate real estate portfolios. In late 2018, Kathy joined the JLL industrial team and is responsible for managing tenant representation assignments, agency leasing/sales and JLL corporate client requirements.

Prior to joining the industrial team, she led the Transaction Advisory Services team responsible for the Canada Post account. In that role, she led a team of three Transaction Managers and an Analyst who executed in excess of 350 transactions annually across Canada. During her tenure as the transaction lead, Kathy in conjunction with the markets team completed a number of complex transactions in excess of 100 million dollars. Previously, Kathy held a management role at CML Health Care/LifeLabs where she was responsible for transaction management and lease administration. In this role she also managed the planning, design and construction of all new-builds and renovations.

Prior to CML/Lifelabs, Kathy spent 3 years as Program Manager, Facility Acquisitions, for the Region of Peel where she oversaw the acquisition, leasing, and lease administration of the Region's portfolio of real estate assets. Her initiatives and leadership led to millions of dollars in cost savings, and the successful delivery of the Paramedic acquisition program. In this role Kathy completed a 200,000 sf office purchase and land purchases for 12 paramedic stations. She also worked as a Transaction Manager at SNC Lavalin/Nexacor where she was responsible for managing the portfolio for Bell Canada in Ontario.

Kathy started her career in real estate at Cushman & Wakefield where she was responsible for managing industrial corporate accounts such as Emco, Bridgestone-Firestone and Frito-Lay Canada.

MAJOR PORTFOLIOS

- Canada Post: 20,000,000 sf
- Emco: ~ 250 Properties
- CML/LifeLabs: ~ 300 Properties
- Bridgestone: ~ 250 Properties
- Acklands Grainger: ~ 200 Properties
- Bell Canada: 12,000,000 sf
- Region of Peel: 1,000,000 sf

Team Biographies



Jamie McElroy | Associate, Industrial Sales & Leasing

Jamie joined JLL in the spring of 2017. Working closely with Bill Bates and Adam Sherriff-Scott, Jamie has assisted them in their efforts to grow the Leasing and Sales presence of JLL Industrial in the GTA North market. Jamie has begun to hone his market knowledge and develop industry relationships, focusing on Vaughan with specific regard for the Woodbridge and Concord submarkets. Having already garnered a collection of clients, Jamie's persistence and enthusiastic approach to delivering quality service allows him to cultivate meaningful partnerships and has made him a valuable member of the Mississauga Industrial team.

Jamie attended Western University where he graduated in 2014 with a Bachelor's Degree in Management and Organizational Studies. Jamie is a member of the Real Estate Council of Ontario, the Ontario Real Estate Association, and the Toronto Real Estate Board.



Chris Martin | Associate, Industrial Sales & Leasing

Chris joined JLL in the summer of 2018. Working closely with Bill Bates, Adam Sheriff-Scott and Jamie McElroy, Chris has begun to develop industry relationships with Landlords, Tenants, and Developers with a primary focus on the Bolton submarket.

Chris attended St. Lawrence University in Canton, New York where he graduated in 2015 with a Bachelor's Degree in Economics. Chris is a member of the Real Estate Council Of Ontario, the Ontario Real Estate Association, and the Toronto Real Estate Board.



Gunila Tamber | Associate, Industrial Sales & Leasing

Gunila Tamber joined JLL as an Associate in March 2020. Gunila's prior experiences in sales and cultivating business relationships supports JLL's growth strategy. Her collaborative approach with stakeholders and her data driven mindset complement the JLL Industrial team.

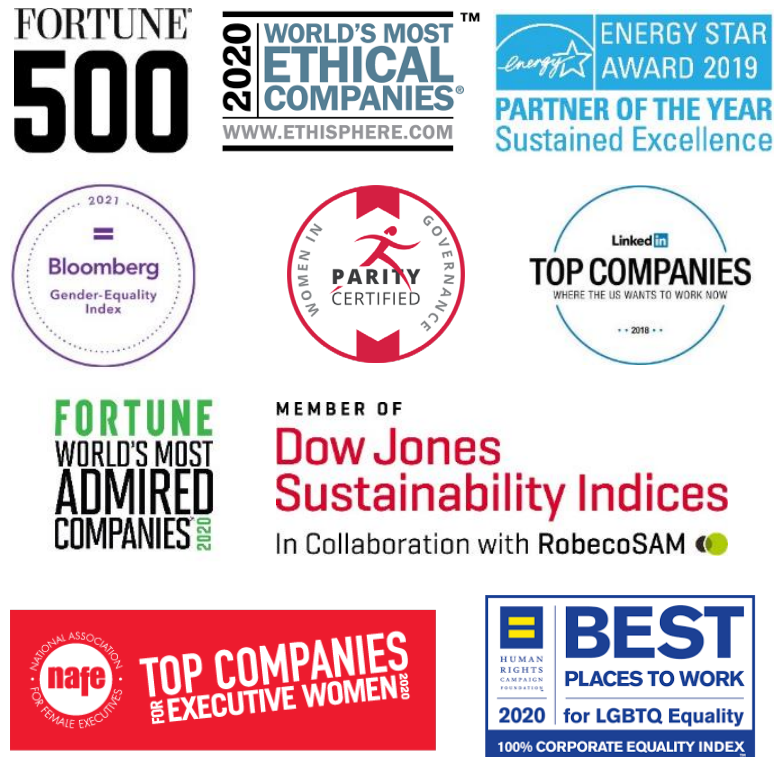
Gunila graduated from Ryerson University with a bachelor's degree in Accounting and prior to JLL worked as a financial analyst for an automotive manufacturer.



Appendix II

Sustainability

We shape the future of real estate for a better world



Some of JLL's awards & recognition

Building a better tomorrow.
Our sustainability leadership ambition.



Clients

Specialist energy & sustainability advice

Embedded sustainability in the core real estate services

LaSalle sustainable property investing



People

Health and safety

Diversity and inclusion

Personal and career development

Rewards and recognition

Health and well-being



Workplaces

Energy and resource use

Health and sustainable buildings

Sustainable procurement



Communities

Employee volunteering

Charitable contributors

Sustainability Product Families & Specific Products



Sustainability
Consulting &
Reporting



Ratings &
Certifications



Engineering
Design &
Project Execution



Renewable
Energy
Supply Solutions



Portfolio Energy &
Sustainability
Management



Building
Assessments &
Optimizations



Sustainability Asset
Value
Measurement



Sustainability
Program
Management



Renewable
Energy
Financial
Transactions

Why JLL?

A proven track record of reducing energy costs and supporting progress towards sustainability goals.



In 2019 alone, we achieved **\$40 million** in energy cost savings



Averted **112,674 metric tons of CO2 emissions** by advising on renewable energy projects



Processed more than **1.1 million utility invoices** for more than **80 clients** globally



Advised on energy and sustainability management across more than **1.5 billion SF** of space across more than **70,000 sites globally**

Our team works hand-in-hand with your onsite **JLL facilities management team**—which means that their recommendations and initiatives are informed by the technical personnel that know your buildings and systems best.

JLL Ambitious Net Zero 2040 Pledge

- JLL will achieve **net zero carbon emissions** by 2040
- This pledge covers not just our own operations around the world, but also **all of the sites we manage** for our clients and our **extensive global corporate supply chain**
- It builds on **JLL's existing science-based target for reducing carbon emissions** and earlier key steps such as signing the World Green Building Council's Net Zero Carbon Buildings Commitment in 2020
- To deliver on our net zero pledge, we will need to be **fully equipped** to guide our clients on their own journeys
- Therefore, as a core global strategic priority, **we are embedding and growing sustainability products and services across all our business lines**



Appendix III

Case Studies

Appendix – Case Studies

N/A Humber Station, Bolton



Property Type: Industrial Land

Location: N/A Humber Station, Bolton

Area: 37.143 acres

Sale Price: \$28,400,000.00

Sold Date: July 2020

Services Provided:

- Valuation
- Marketing consultation
- Disposition management
- Debt financing

Situation:

- Receivership sale for one the last remaining large parcels of outdoor storage land in Caledon
- Rising asset value, with a number of high profile corporate neighbours with operations in Bolton limited Tenant pool for subject asset
- Conducted a multi-step bid process on behalf of receiver amid a global pandemic

Scope:

- Detailed valuation and underwriting to accommodate sale to either a user or an investor
- Full scale due diligence, including environmental site testing, TRCA requirements, potential plans of sub-divisions/land development, etc.
- In depth and phased marketing program to proprietary database of users and investors
- Negotiation and advisory with list of “top buyers” during first round of bid process
- Minimize buyer due diligence time by providing data room with documents to lower the required due diligence period
- Coordinate successful closing in minimal timeline during global pandemic

Results:

- Sale agreement within weeks of second round bid
- Successful coordination of closing and private debt financing during global pandemic

Appendix – Case Studies



Property Type: Industrial

Location: 280 Victoria Street W, Dundalk

Area: 40,000 SF

Listing Duration: Feb. 2021 – 3 years

Services Provided: • Tenant Representation

Situation:

- Property was listed for both lease with local residential brokerage
- JLL was approached by Friuli-Jarrow Holdings Inc. in September 2020 assist in finding a tenant for the vacant warehouse

Scope:

- JLL was working with Backyard Discovery to find their first Canadian warehouse and distribution location
- A number of GTA options were introduced to the Tenant but no suitable location was identified
- Decision was made to look outside of GTA to find a more affordable option

Results:

- Dundalk warehouse was introduced to Backyard Discovery for consideration
- Within 2 months, JLL had the building leased creating additional warehousing jobs in the area
- JLL achieved the highest rental rate for the Dundalk market for a 3 year term with rental rates starting in the high \$5's PSF Net
- Building leased during the COVID-19 pandemic

Appendix – Case Studies

Government Experience - Canada Post Letting at 855 Brookfield Drive in Ottawa



Property Type: Office

Location: 855 Brookfield Drive, Ottawa

Area: 112,349 sq. ft.

List Price: \$26.00 per sq. ft. gross

Listing Duration: November 2014 – December 2017

Services Provided: Market and lease out property

Situation:

- The above office building located at Canada Post's head office campus was deemed surplus
- JLL was mandated with the listing and leasing of the surplus space

Scope:

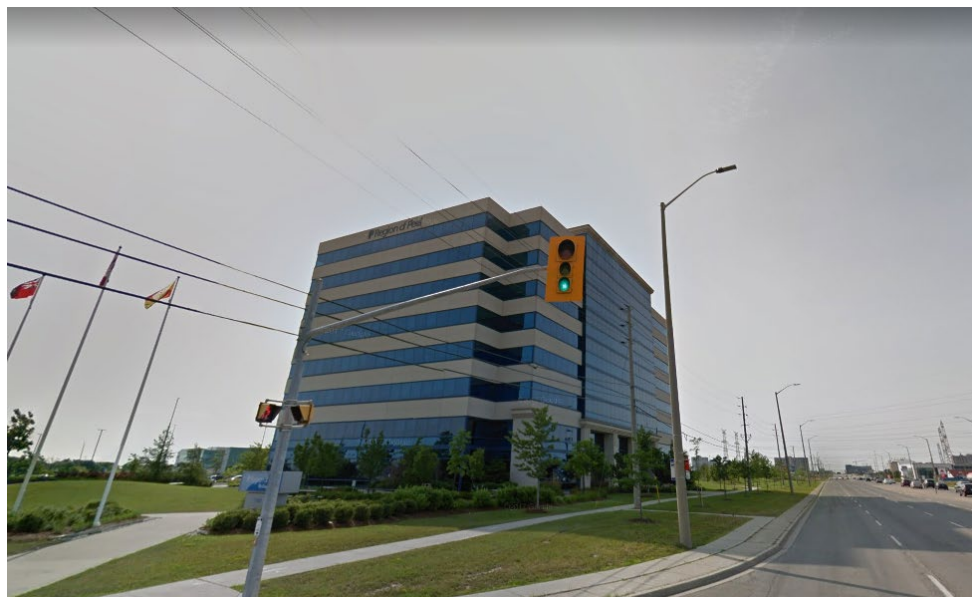
- K. Kolodziej, who was responsible with managing the Canada Post transaction nationally, was tasked to list the building for lease
- The property was listed with local JLL brokers
- A tenant was found to occupy approx. 60,000 sq. ft. in 2015 and a lease was negotiated
- The tenant has since requested to extend their lease for additional 12 years and expand into an additional 12,000 sq. ft.
- The extension/expansion is being negotiated right now

Results:

- Leased approximately 60,000 sq. ft. in 2015 with projected rent revenue of \$5M
- The extension/expansion will provide Canada Post with additional rent revenue of \$21M
- In early 2018, CPC had a requirement for office space and moved into the remaining available space

Appendix – Case Studies

Government Experience - Region of Peel Mississauga Office Acquisition



Property Type: Office

Location: 7120 Hurontario Street, Mississauga

Area: 200,000 sf on 10 acres

Purchase Price: \$40.5M

Search/Acquisition Duration: January 2011 – December 2011

Services Provided: Acquisition and due diligence

Situation:

- Region of Peel (ROP) was leasing 5 separate office locations in Mississauga and Brampton with most of the leases expiring within 24 months.
- An opportunity was presented to ROP to purchase an office building in the heart of Mississauga.

Scope:

- K. Kolodziej, who was an employee of ROP at that time, was tasked to negotiate the purchase of the office building.
- The purchase of 5 acres of land was also undertaken to provide for employee parking.
- Detailed due diligence process was followed and approval package was completed to present to Peel Council.
- Subsequent to the purchase, decommissioning of a large portion of the leased office space was completed.

Results:

- Consolidation of 5 leased office spaces into a new owned office building.
- Purchase price of the building was \$36M.
- Purchase price of the 5 additional acres of land was \$4.5M.
- Elimination of \$20M of rent payment over 20 years.

Appendix – Case Studies

Government Experience - Region of Peel – Paramedic Acquisition Program



Property Type: Industrial/Institutional

Location: 28 location in Mississauga, Brampton & Caledon

Area: 1 acre to 10 acres per site

Capital Program

Value: \$60M

**Search/Acquisition
Duration:** 2009-2011

Services Provided: Site selection, acquisition and due diligence

Situation:

- The Region of Peel (ROP) leased the majority of their paramedic stations. Due to growth of the Region the 11 existing stations were not sufficient to service the 3 city region
- ROP approved a Paramedic Services acquisition program for 28 new locations within the Region.

Scope:

- K. Kolodziej was hired by the ROP to source land for 4 large hub stations (40,000 sf) and 24 small stations (3,000 sf) within the 3 city region.
- Responsibilities included land acquisition, planning due diligence (rezoning, Official Plan amendment, minor variances), feasibility studies, municipal co-location opportunity assessment and development .
- Detailed due diligence process was followed, including collaboration with legal counsel.
- Negotiated all APS' and lease documents and prepared all approval packages for presentation to Peel Council.

Results:

- Sourced land for 4 hub stations within the Region (2 co-located with City of Mississauga Fire department and 2 free standing facilities).
- Sourced a number of sites for the small stations.

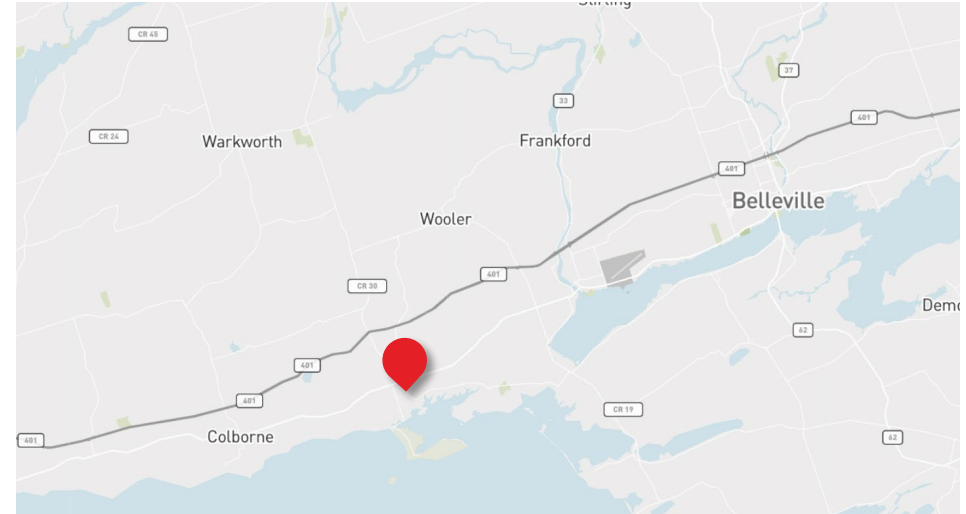


Appendix III

Competing Ontario Municipal Projects



Brighton Industrial Park, Brighton



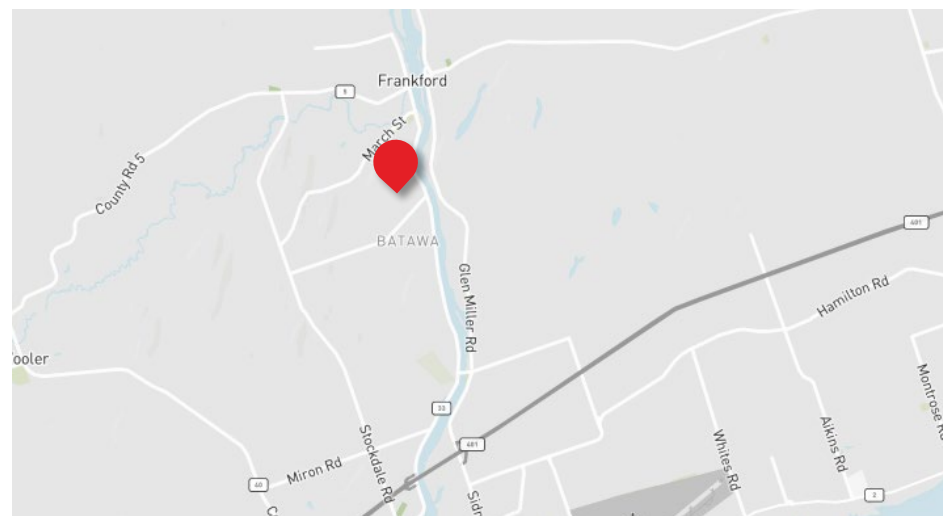
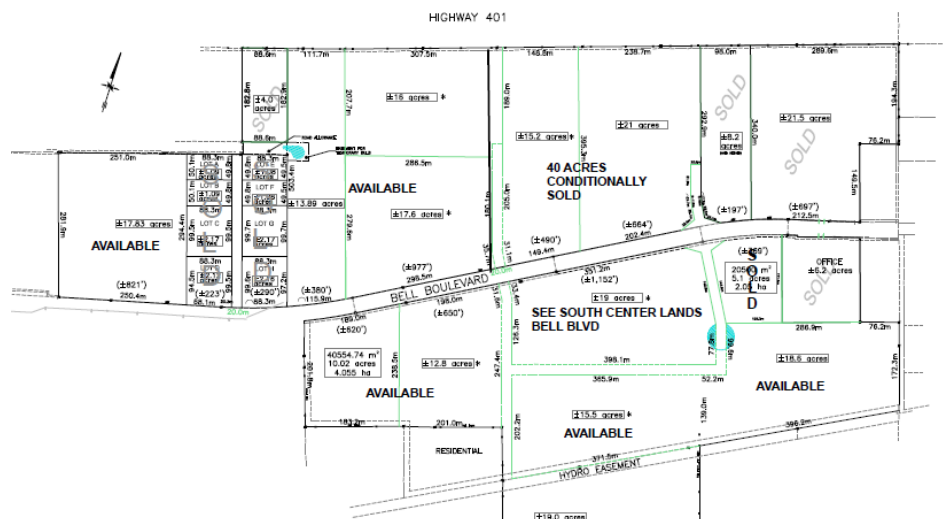
Land Size	-/+7 acres
Main intersection	Interchange 509 HWY 401
Serviced Land	Yes

Asking Price	\$35,000 per acre
Zoning	M1 & M1-H
Rail Access	No

NOTES AND HIGHLIGHTS

- Investment Ready Certified Site
- Industrial Park, serviced lots with close access to HWY 401
- There are no industrial development charges in the Municipality of Brighton
- HWY Access: Interchange 509 HWY 401
- Distance to HWY: 6km
- Natural Gas: Enbridge Gas
- Electricity: Hydro One
- Water/Sewage: Municipal

Jenlands, Belleville



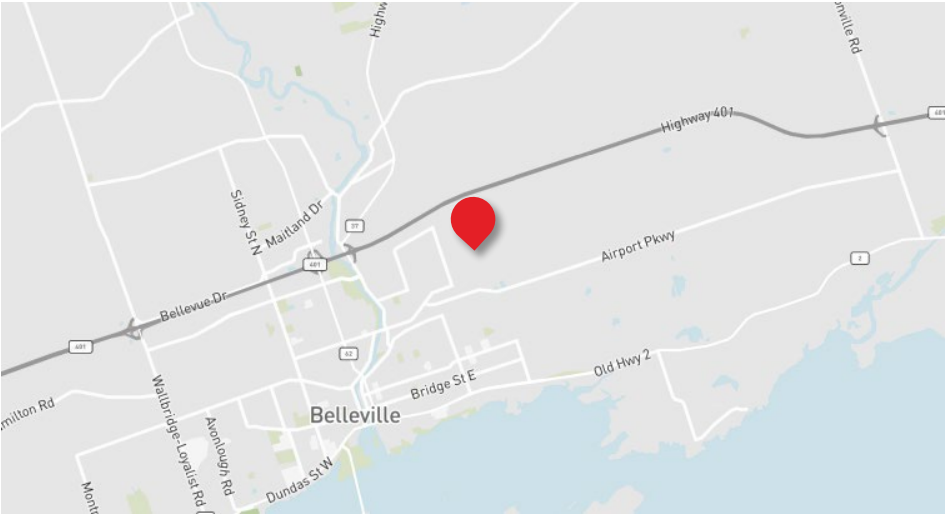
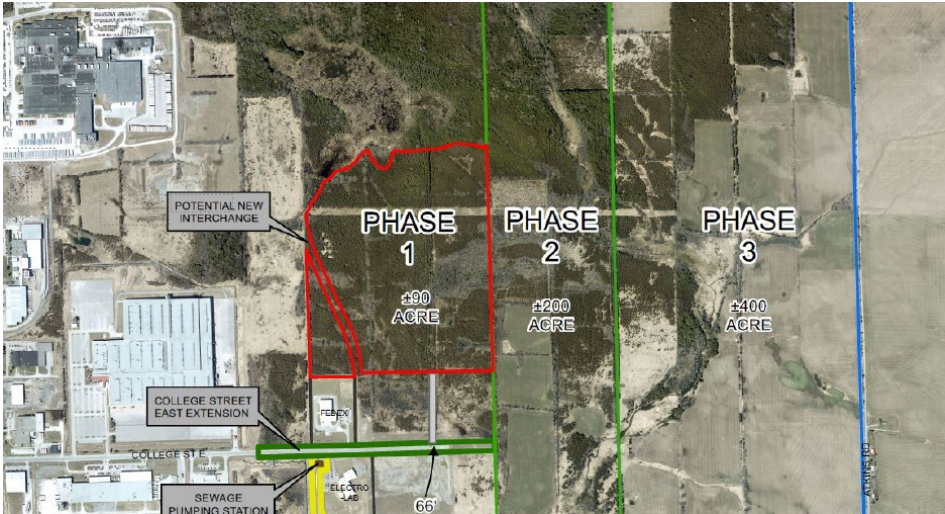
Land Size	+/-160 acres
Main intersection	
Serviced Land	Yes

Asking Price	\$200,000-\$225,000 per acre
Zoning	CH-25 & MS-H
Rail Access	No

NOTES AND HIGHLIGHTS

- Excellent Site bordering South side of HWY 401
- Property is bisected by a new arterial road that links the property with two interchanges on HWY 401
- Lot Characteristics: Relatively Flat
- Rail Spur Available: No
- Highway Access: HWY 401 - 1km approximately
- Natural Gas: Available - Enbridge Gas
- Electricity: Hydro One
- Water/Sewage: Municipal
- Communications: Bell Canada

North East Industrial Park, Belleville

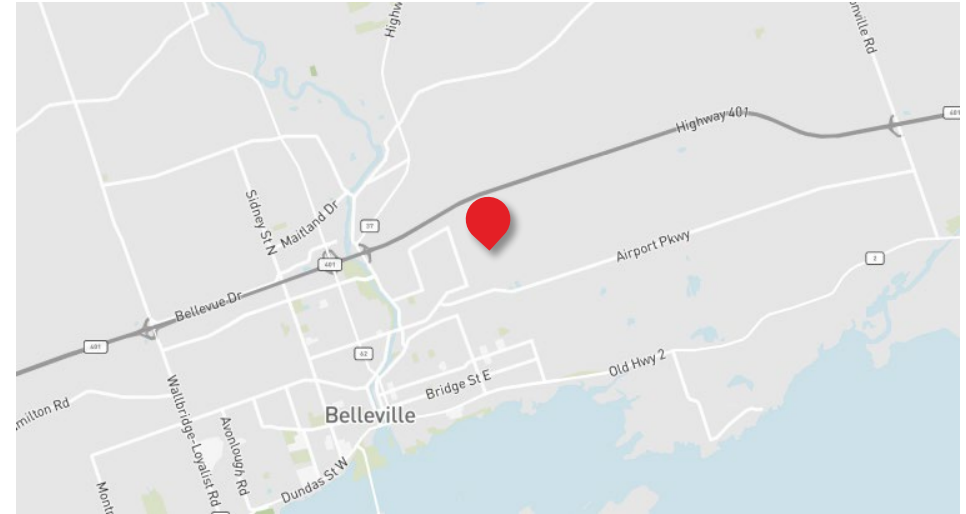


Land Size	690 acres
Main intersection	College St. East in Belleville’s North East Industrial Park.
Serviced Land	Yes

Asking Price	\$40,000 per acre
Zoning	M2-1 & M1
Rail Access	No

NOTES AND HIGHLIGHTS	
<ul style="list-style-type: none"> • Excellent parcel of industrial landis fully serviced with water, sanitary sewer, fibre optics, natural gas, electricity and storm water management. • Lot Characteristics: Flat, some tree cover • HWY Access: HWY 401 • Distance to HWY: 2km • Natural Gas: Enbridge Gas • Electricity: Elexicon • Water/Sewage: Municipal • 6” water main, 12” Sanitary Sewer 	

North Murray Industrial Park, Quinte West



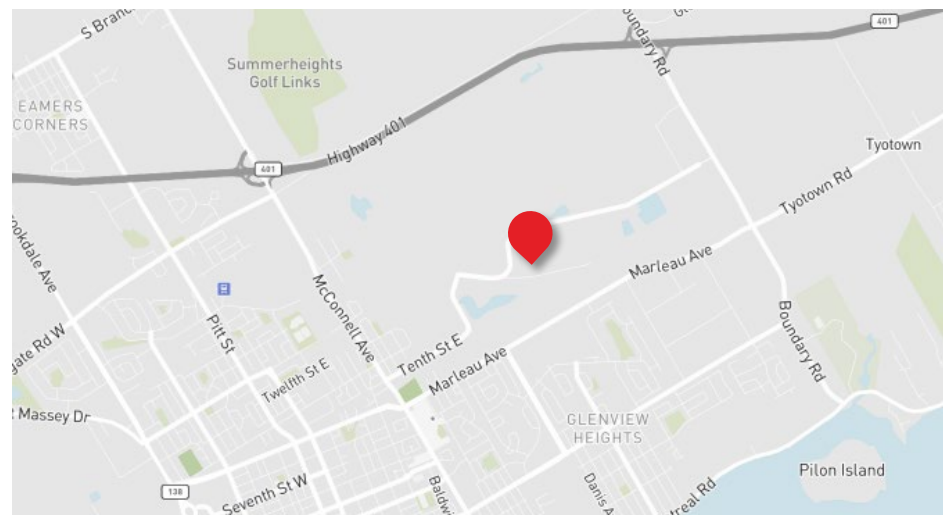
Land Size	32 acres
Main intersection	RCAF Rd. & Hamilton
Serviced Land	Yes

Asking Price	\$45,000 per acre
Zoning	M2 Yard Storage and Heavy Manufacturing
Rail Access	No

NOTES AND HIGHLIGHTS

- Province of Ontario, Investment Ready Certified Site
- Industrial Development is exempt from development charges in the City of Quinte West.
- There are no upper tier or education development charges in place for Quinte West.
- HWY Access: HWY 401
- Distance to HWY: 2km
- Natural Gas: Enbridge Gas
- Electricity: Hydro One/Elexicon
- Water/Sewage: Municipal
- 16" water main, 12" sanitary sewer

Cornwall Business Park, Cornwall



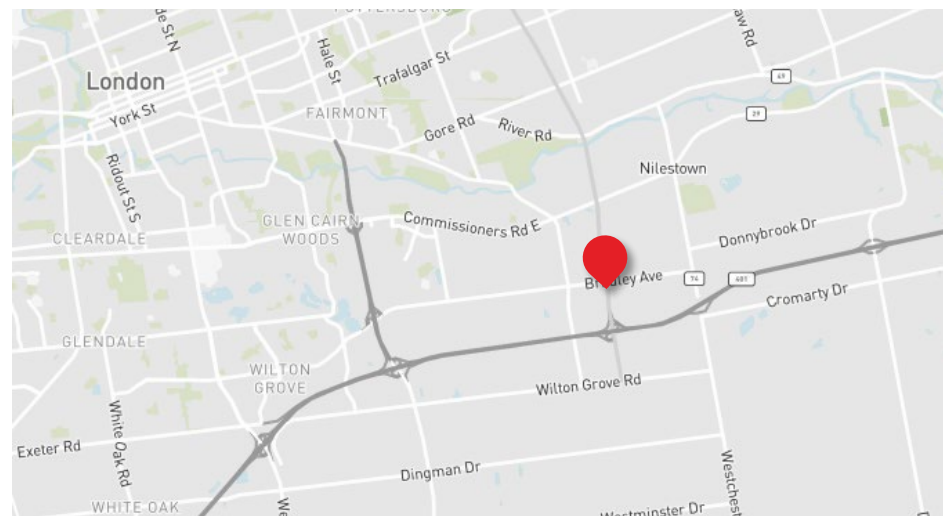
Land Size	121.22 acres
Main intersection	Industrial Park Dr & Boundary Rd
Serviced Land	Yes

Asking Price	\$50,000 per acre
Zoning	MFR 30 & MFR 40
Rail Access	Yes

NOTES AND HIGHLIGHTS

- Cornwall Business Park offers immediate access to CN Rail's mainline and Team Track facility. The Seaway International Bridge to the USA is only minutes away, as is Cornwall Harbour.
- Full telecommunication servicing available on Industrial Park Drive, including fibre optic.

Innovation Park, London



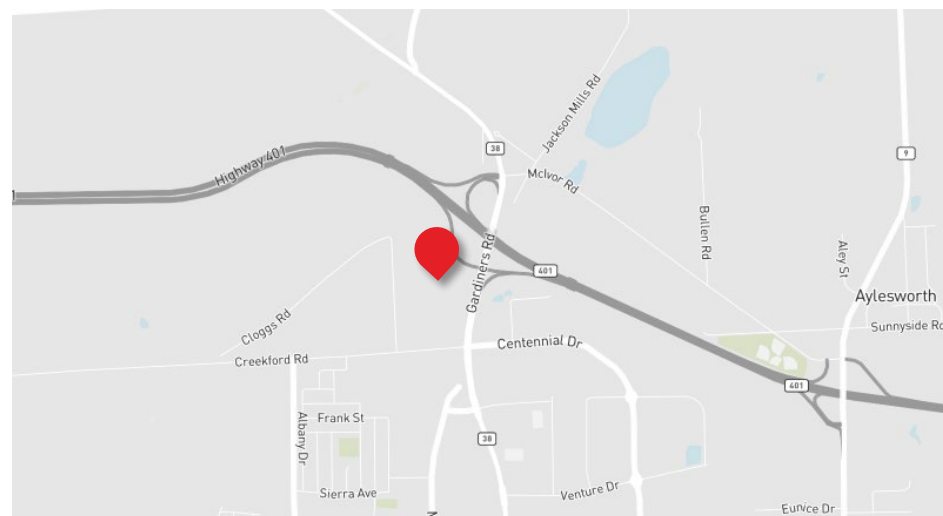
Land Size	180.87 acres
Main intersection	Bradley Avenue at Veterans Memorial Parkway
Serviced Land	Yes

Asking Price	TBD
Zoning	Industrial
Rail Access	No

NOTES AND HIGHLIGHTS

- Innovation Park is a 4-phase City-owned park located north of Highway 401, west and east of Veteran's Memorial Parkway, and south of Hamilton Road. Sanitary sewers, storm sewers, and water services are available..

Cataraqui Estates Business Park, Kingston



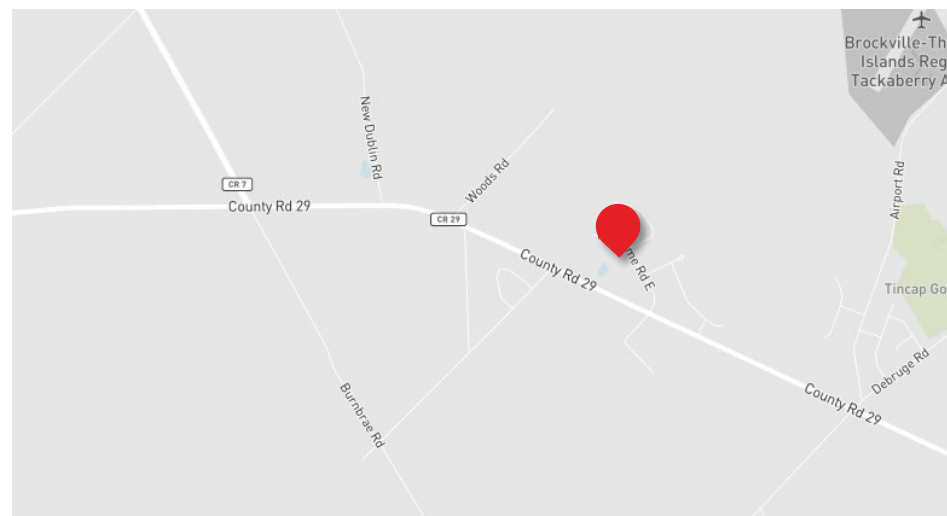
Land Size	14.5 acres
Main intersection	West end of Kingston
Serviced Land	Yes

Asking Price	\$100,000 per acre
Zoning	BP and GI
Rail Access	No

NOTES AND HIGHLIGHTS

- It is prestige in character, accommodating a number of small to medium to large sized businesses including manufacturing and assembling operations, processing plants, warehousing and distribution facilities, and business or professional offices.

Township Business Park, Brockville



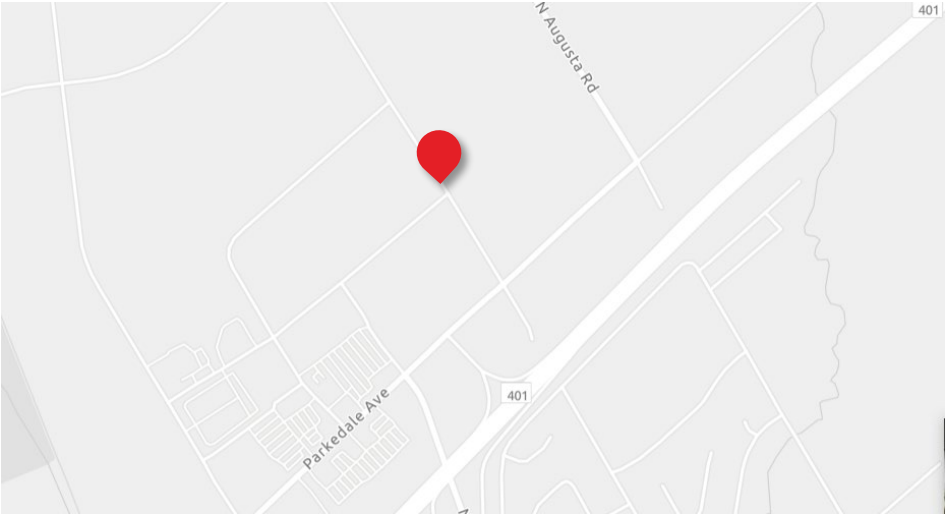
Land Size	25 acres
Main intersection	County Road 29 Corridor
Serviced Land	No, water in the Industrial site for insurance and fire suppression

Asking Price	\$12,000 - \$15,000
Zoning	commercial/industrial
Rail Access	No

NOTES AND HIGHLIGHTS

- Close to the 401 and 416 highways, and connected to a number of high traffic county roads, such as County Roads 29, 15, 16 and 2.
- Roads within the Township of Elizabethtown-Kitley are well maintained and accessible twelve months of the year.

John G. Broome Business Park, Brockville



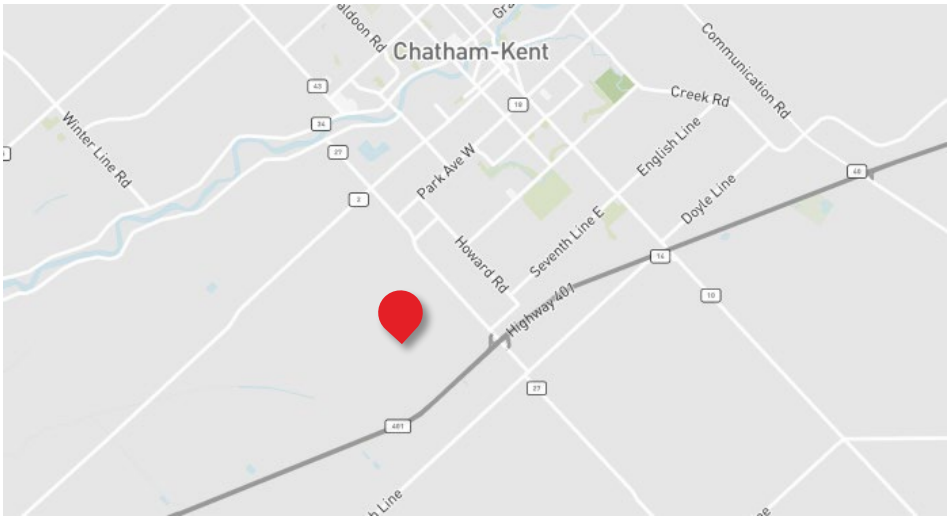
Land Size	20 acres
Main intersection	Waltham d and Broome Ed
Serviced Land	Yes

Asking Price	\$30,000 - \$60,000
Zoning	Industrial
Rail Access	No

NOTES AND HIGHLIGHTS

- Brockville's largest Industrial Park with easy access to Highway 401

Bloomfield Business Park, Chatam-Kent



Land Size	32 acres
Main intersection	Prosperity Way and Seventh Line W.
Serviced Land	Yes

Asking Price	\$89,000 per acre
Zoning	Light Industry
Rail Access	No

NOTES AND HIGHLIGHTS

- The Bloomfield Business Park at Bloomfield Road and Highway 401 is Chatham-Kent's newest industrial park. The Bloomfield Business Park consists of approximately 105 acres of prestige industrial land with visibility on Highway 401. Sites are already serviced with municipal water, sanitary and storm sewers, three-phase electrical, natural gas and fibre.



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Township of Southgate

Minutes of Council Meeting

September 15, 2021
7:00 PM
Electronic Participation

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

Staff Present: Dave Milliner, Chief Administrative Officer
Lindsey Green, Clerk
Jim Ellis, Public Works Manager
William Gott, Treasurer
Bev Fisher, Chief Building Official
Lacy Russell, Librarian CEO
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 7:00 PM.

3. Open Forum - Register in Advance

Heather Arnott, Tom Arnott and Monica Caprini spoke to Council in regard to Item No. 8.8.2 - Wilder Lake Subdivision Zoning report. Cory Henry spoke to Council in regard to Item No. 8.7.1 - Southgate COVID-19 Draft Vaccination Policy.

4. Confirmation of Agenda

No. 2021-515

Moved By Councillor Rice

Seconded By Councillor Frew

Be it resolved that Council confirm the agenda as presented.

Carried

5. Declaration of Pecuniary Interest

Deputy Mayor Milne declared a conflict of interest to Item No. 8.8.1 - PL2021-079 - Wilder Lake Subdivision Zoning report due to the developer being a family member and did not participate in the discussion or voting of the item.

6. Delegations & Presentations

6.1 Launch Pad YATC Presentation - Emily Morrison

No. 2021-516

Moved By Councillor Dobreen

Seconded By Councillor Sherson

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

Carried

7. Adoption of Minutes

No. 2021-517

Moved By Councillor Shipston

Seconded By Deputy Mayor Milne

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

Carried

8. Reports of Municipal Officers

8.1 Treasurer William Gott

8.1.1 FIN2021-028 Building Condition Assessments RFP

No. 2021-518

Moved By Councillor Frew

Seconded By Councillor Sherson

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.

Carried

8.2 Chief Building Official Bev Fisher

8.2.1 CBO2021-005 - Noise By-Law 2021-132 Exemption Request

No. 2021-519

Moved By Councillor Rice

Seconded By Councillor Shipston

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.

Carried

8.3 Clerk Lindsey Green

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

Moved By Councillor Dobreen

Seconded By Councillor Rice

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.

Councillor Dobreen moved the following amendment to the main motion.

Amendment:

No. 2021-520

Moved By Councillor Dobreen
Seconded By Deputy Mayor Milne

Be it resolved that Council amend the motion to add further clauses that state: "**That** Council approve the lowering of the flags throughout the Township on September 30, 2021, in recognition of the National Day for Truth and Reconciliation and **That** Council direct staff to return to a future Council meeting with amendments to the current Displaying Flag Policy No. 51 to include the lowering of the flags for this day in future years."

Carried

Motion as Amended:
No. 2021-521

Moved By Councillor Dobreen
Seconded By Councillor Rice

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; and

That Council approve the lowering of the flags throughout the Township on September 30, 2021 in recognition of the National Day for Truth and Reconciliation; and

That Council direct staff to return to a future Council meeting with amendments to the current Displaying Flag Policy No. 51 to include the lowering of the flags for this day in future years.

Carried

8.4 Public Works Manager Jim Ellis

8.4.1 PW2021-RFP Dundalk Wastewater Treatment Facility Expansion

No. 2021-522

Moved By Councillor Shipston

Seconded By Councillor Sherson

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.

Carried

8.5 Economic Development Officer Terri Murphy

8.5.1 ED02021-002 - 2137569 Ontario Inc (GREENLID) Purchase and Sale of Eco Park Lands

No. 2021-523

Moved By Councillor Frew

Seconded By Councillor Dobreen

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.

Carried

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

Mayor Woodbury requested a recorded vote on the motion.

No. 2021-524

Moved By Councillor Shipston

Seconded By Councillor Rice

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.

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

Carried (7 to 0)

8.6 HR Coordinator Kayla Best

8.6.1 HR2021-019 – CAO Succession Planning

No. 2021-525

Moved By Councillor Sherson

Seconded By Councillor Dobreen

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 Kayla Best, HR Coordinator to lead and coordinate the process of hiring the new CAO to fill the planned upcoming vacancy.

Carried

8.6.2 HR2021-020 – Library Assistant Digital Services

No. 2021-526

Moved By Councillor Frew

Seconded By Councillor Sherson

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 6th 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

Council recessed at 8:28 PM and returned at 8:40 PM.

Moved By Deputy Mayor Milne

Seconded By Councillor Frew

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.

Councillor Dobreen moved the following amendment to the main motion.

Amendment:

No. 2021-527

Moved By Councillor Dobreen

Seconded By Deputy Mayor Milne

Be it resolved that Council amend the motion to state the following: "**That** Council receive staff report CAO2021-064 as information and **That** Council receive the draft Southgate COVID-19 Vaccination Policy dated September 15, 2021 as presented and agree in principle with the policy and **That** Council direct staff to revise the vaccination policy to include clearer provisions under the

"Accommodation" section of the policy as discussed and **That** Council direct staff 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 while the policy is being revised and **That** Council consider approving a revised Southgate COVID-19 Vaccination Policy by Municipal By-law at the October 6, 2021 meeting, as discussed."

Carried

Motion as Amended:

No. 2021-528

Moved By Deputy Mayor Milne

Seconded By Councillor Frew

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

That Council receive the draft Southgate COVID-19 Vaccination Policy dated September 15, 2021 as presented and agree in principle with the policy; and

That Council direct staff to revise the vaccination policy to include clearer provisions under the "Accommodation" section of the policy as discussed; and

That Council direct staff 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 while the policy is being revised; and

That Council consider approving a revised Southgate COVID-19 Vaccination Policy by Municipal By-law at the October 6, 2021 meeting, as discussed.

Carried

Councillor Dobreen moved the following motion.

No. 2021-529

Moved By Councillor Dobreen

Seconded By Councillor Shipston

Be it resolved that Council proceed past 10:00 PM.

Carried

8.8 Planner Clinton Stredwick

8.8.1 PL2021-079 - Flato Glenelg Phase II Support Resolution

No. 2021-530

Moved By Councillor Frew

Seconded By Councillor Rice

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 known as Flato Glenelg phase II.

Carried

8.8.2 PL2021-079 - Wilder Lake Subdivision Zoning

Deputy Mayor Milne declared a conflict of interest to Item No. 8.8.1 - PL2021-079 - Wilder Lake Subdivision due to the developer being a family member and did not participate in the discussion or voting of the item.

No. 2021-531

Moved By Councillor Shipston

Seconded By Councillor Sherson

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.

Carried

9. By-laws and Motions

None.

10. Notice of Motion

None.

11. Consent Items

11.1 Regular Business (for information)

No. 2021-532

Moved By Councillor Rice

Seconded By Councillor Frew

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

Carried

11.1.1 PW2021-044 DWQMS External Audit

11.1.2 PW2021-046 Department Report

11.1.3 FIRE2021-010 - Pumper 11 Update

11.2 Correspondence (for information)

No. 2021-533

Moved By Councillor Sherson

Seconded By Councillor Rice

Be it resolved that Council receive the items on the Correspondence consent agenda dated September 15, 2021 as information.

Carried

11.2.1 GRCA Summary of the General Membership Meeting – August 27, 2021

11.3 Resolutions of Other Municipalities (for information)

No. 2021-534

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 15, 2021 as information.

Carried

11.3.1 City of Brantford - Year of the Garden 2022 - received August 27, 2021

11.3.2 Town of South Bruce Peninsula - Lottery Licensing to Assist Small Organizations - received August 30, 2021

11.3.3 Township of Larder Lake - Include PSA Test for Men into Medical Care - received August 30, 2021

11.3.4 Plympton-Wyoming - Affordable Housing - received August 31, 2021

11.3.5 Plympton-Wyoming - Bill-C 313 Banning Symbols of Hate - received August 31 2021

**11.3.6 Municipality of Grey Highlands - Grey Gables
128 Bed Facility Support - received September 3,
2021**

**11.3.7 Tay Valley Township - Lottery Licensing to
Assist Small Organizations - received September 7,
2021**

**11.3.8 City of Port Colborne - Phase Out Ontario's Gas
Plants - received September 8, 2021**

11.4 Closed Session (for information)

None.

12. County Report

Mayor Woodbury and Deputy Mayor Milne reviewed highlights from the most recent County Council meeting. Further information can be found [here](#). Deputy Mayor Milne added that the County Council meetings are returning to in-person meetings beginning October 14, 2021. The meetings will continue to be available to livestream online.

13. Members Privilege - Good News & Celebrations

Mayor Woodbury noted that the last pop-up COVID-19 Vaccine Clinic was a success. Councillor Dobreen commented on the success of the Dundalk Agricultural Society's truck and tractor pull and thanked them for their hard work in making the event a success.

14. Closed Meeting

None.

15. Confirming By-law

Mayor Woodbury requested a recorded vote on the main motion.

No. 2021-535

Moved By Councillor Dobreen

Seconded By Councillor Rice

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.

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

Carried (7 to 0)

16. Adjournment

No. 2021-536

Moved By Deputy Mayor Milne

Be it resolved that Council adjourn the meeting at 10:13 PM.

Carried

Mayor John Woodbury

Clerk Lindsey Green



Staff Report FIRE2021-011

Title of Report: FIRE2021-011- Bell Lease Agreement
Department: Fire
Council Date: October 6, 2021

Recommendation:

Be it resolved that Council receive Staff Report FIRE2020-011 for information; and
That Council consider approval of By-law 2021-147 to approve the Bell Mobility lease amending agreement W3858.

Background:

The current lease agreement between the Township of Southgate and Bell Mobility was approved on February 1, 2012 (Attachment #1) The Township of Southgate will be entering its 3rd term for extension on July 1, 2022. The lease is for the bell mobility tower located at the Firehall which the Fire Department communication radio is attached to.

Staff Comments:

Bell Mobility is proposing an amendment to the current agreement to allow for the compound to expand approximately 7ft in width. The reason for the expansion is Bell would like to install a new shelter to house new operational radios and decommission the existing cabinet. Nothing will be switching on the actual tower. Bell has proposed an increase to their current lease payment if the expansion is agreed upon of \$1000.00 per year.

Financial Implications:

There will be an increase in revenue by \$1,000.00.

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 consider approval of the lease amending agreement with Bell Mobility by municipal by-law.

Respectfully Submitted,

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

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

Attachment #1 – Bell Mobility Lease Agreement No. W3858 dated February 1, 2012

THIS LEASE made this 1st day of February, 2012.

1. **DEMISE.** The Landlord, who is the party signing this Lease as Landlord below, is the registered owner of the property municipally known as 85 Dundalk Street, Dundalk, Ontario, which is more particularly described in Schedule "A" (the "Property") attached hereto, and leases to the Tenant a portion of the Property which is outlined in heavy black ink on the plan attached hereto as Schedule "B" (the "Leased Premises") for the use described herein and for the exclusive use of the Tenant, its agents, employees, contractors, assignees and/or sublessees in consideration of \$2.00 (the receipt and sufficiency of which is hereby acknowledged) and the rents, covenants and agreements herein contained and hereby assumed.

2. **USE OF LEASED PREMISES.** The Tenant is permitted to use and maintain on the Leased Premises a tower and all necessary cabling, antennas, antenna mounts and any other related equipment or attachments (collectively, the "Equipment"), and to install, reconfigure, attach, operate, maintain and replace all of the initial and additional Equipment on the Leased Premises for wireless telecommunications. The Tenant shall be permitted, until the Construction Completion Date (as defined below), installation, reconfiguration, attachment and replacement of the Equipment, to occupy the parking lot immediately adjacent to the Leased Premises outside the Leased Premises for such purposes, such area to be repaired at the Tenant's expense and to the reasonable satisfaction of the Landlord. The Tenant shall have the further right to construct and maintain an access road to the Leased Premises, if required, which access road will form part of the Leased Premises.

The Landlord grants to the Tenant, its agents, employees, contractors, or to an Assignee (as defined herein), all rights of direct access, twenty-four (24) hours a day, seven (7) days a week, to the Property and, where available, a twenty-four (24) hour parking space located at the Property (including parking access cards and provision of notice to any security personnel and contracted towing/tagging services). Access keys shall be provided by the Landlord to the Tenant if and when keys are requested by the Tenant.

3. **TERM.** The term of this Lease (the "Term") shall commence on the date indicated on the first page hereof (the "Commencement Date") and shall expire on that date which is the earlier of five (5) years following the date upon which the tower is fully operational (the "Construction Completion Date") or July 1, 2012.

4. **RENT.** The Tenant shall pay to the Landlord rent as set forth in Schedule "C" (the "Rent"), attached hereto. In addition, the Tenant shall pay to the Landlord any goods and services tax or harmonized sales tax which it is required to pay by law. The Landlord's GST/HST number is 876419173
RT0001.

5. **OPTION TO EXTEND.** Unless the Tenant provides the Landlord with written notice of its intention not to extend this Lease at least six (6) months prior to the expiration of the Term or Extended Term (as defined herein), this Lease shall automatically extend for three (3) successive five (5) year terms (each of such terms being referred to as an "Extended Term") on the same terms and conditions herein except for the Rent which shall be as shown on Schedule "C" attached hereto.

6. **ASSIGNMENT.** The Tenant shall only be permitted to assign, sublet or license the whole or any part of the Equipment or Leased Premises and rights of access with the consent of the Landlord, such consent not to be unreasonably withheld, to any assignee, sublessee or licensee (the "Assignee") provided that the Tenant shall not be relieved from any of its obligations under this Lease and further provided that the Assignee(s) agrees to be bound by the terms and conditions of this Lease.

7. **TENANT'S WORK.**

(a) The Landlord agrees that the Equipment shall not become fixtures of the Lease but shall be and remain the property of the Tenant and may be removed from the Leased Premises at any time from time to time by the Tenant during the Term, Extended Term (if applicable) or within a reasonable time after expiration or early termination of this Lease, so long as the Tenant makes good, at the Tenant's cost and expense, any damage caused by such removal, reasonable wear and tear excepted.

(b) The Tenant and any Assignee may make any alterations and/or improvements to the Equipment or the Leased

Premises during the Term or Extended Term (if applicable) without requiring the consent of the Landlord. Such alterations and/or improvements may include, but are not limited to the expansion, reconfiguration or replacement of existing, or the addition of new, equipment shelter(s), antennas, antenna mounts, apparatus, fixtures, cabling, attachments or any other Equipment required by the Tenant or any Assignee, so long as the Tenant makes good, at the Tenant's cost and expense, any damage caused by such alterations and/or improvements, reasonable wear and tear excepted.

8. **ADDITIONAL TAXES.** The Tenant shall reimburse the Landlord for any new taxes, rates, fees or assessments of every description which may be charged or imposed, during the Term or Extended Term (if applicable), by a governmental authority (collectively, the "Taxes") upon or in respect of the privileges hereby granted provided that: (a) it can be demonstrated that such Taxes have been assessed as a direct result of the Tenant's use of the Leased Premises; and (b) the Landlord delivers to the Tenant prompt written notice of the imposition of such Taxes (together with copies of all bills, invoices or statements relating to such Taxes) (the "Taxes Notice"), which Taxes Notice shall be delivered to the Tenant no later than thirty (30) days following the date the Landlord receives notification from any governmental authority advising of any Taxes. If the Landlord fails to deliver the Taxes Notice within such thirty (30) day period, then, notwithstanding anything to the contrary herein, the Tenant shall have no obligation or liability to pay any of the Taxes set out in such Taxes Notice and the Landlord shall be solely responsible for the payment of all such Taxes. The Landlord agrees that the Tenant shall have the right, at the Tenant's sole cost and expense, to contest the Taxes charged or imposed which the Tenant is responsible for paying under this Lease.

9. **ELECTRICITY.** The Tenant shall have the right at any time and at its own cost and expense, to connect to and draw power from the Landlord's electrical power supply. The Tenant shall be responsible for its electrical connection costs and for the electrical consumption used on the Leased Premises. In circumstances where the local hydro utility will not provide a separate billing for a hydro subservice sharing the same municipal address with the primary hydro service, the Tenant shall have the right to install at its expense a hydro check meter. Upon the earlier of the Construction Completion date or December 1, 2011, the Tenant shall make monthly instalments to the Landlord of Three Hundred and Fifty Dollars (\$350.00), in advance. The Tenant shall periodically read the check meter to determine the actual electrical consumption by the Equipment. Based on this reading, the Landlord and the Tenant shall adjust the monthly hydro instalments, determine a revised rate and the Tenant shall begin paying that rate monthly in advance for the subsequent period. This process shall continue throughout the Term and Extended Term (if applicable), based on the actual electrical consumption being used for the Equipment.

10. **TERMINATION.** Notwithstanding any other provisions of this Lease, the Tenant may, in its sole discretion, terminate this Lease by giving ninety (90) days prior written notice to the Landlord and the Tenant shall be entitled to remove the Equipment, save and except the Tower, at the Landlord's discretion, from the Leased Premises within a reasonable time thereafter. In the event of such termination, the Landlord shall refund pro-rata the portion of the Rent, if any, accruing due after the date of the said termination and the parties shall be released from any further obligations with respect to any matter under this Lease.

11. **TERMINATION UPON REDEVELOPMENT.** If at any time after June 30, 2022, the Landlord wishes to develop the Property or a substantial portion thereof of which the Leased Premises forms a part, the Tenant shall upon receiving twenty four (24) months written notice, surrender this Lease and all the remainder of the unexpired Term as and from the date stated in such notice and shall, subject to the provisions contained herein, vacate the Leased Premises and yield up to the Landlord peaceable and vacant possession thereof. It is understood and agreed that the said twenty four (24) month notice need not expire at the end of any year or at the end of any month and in the event that the Lease expires on a day other than the last day of April, the Rent for such year shall be apportioned.

12. **INTERFERENCE.** The Landlord shall not cause interference or permit others onto the Leased Premises in order to interfere with or impair the quality of the telecommunications services being rendered by the Tenant from the Leased Premises. To verify that no interference is caused by the Landlord, the Landlord shall provide to the Tenant a full set of plans and specifications for any subsequent proposed telecommunications installation at the Property by a third party for review and approval, such approval not to be unreasonably withheld or delayed. Should interference occur at any time during the Term or Extended Term (if applicable), upon notice by the Tenant, the Landlord shall cause such interference to cease immediately and all costs associated with the resolution of the interference shall be borne by the Landlord.

13. **OVERHOLDING.** If the Tenant overholds the Leased Premises beyond the Term or Extended Term (if applicable), the Tenant may continue such holding over as a tenancy from month to month, upon the same terms and conditions as contained in the Lease.

14. **QUIET ENJOYMENT.** The Landlord covenants with the Tenant for quiet enjoyment of the Leased Premises without any interruption or disturbance from the Landlord provided the Tenant performs all its covenants under this Lease.

15. **INSURANCE AND INDEMNITY.** The Tenant shall, during the Term and Extended Term (if applicable), keep in full force and effect a policy of insurance with respect to the Leased Premises and the Property, in which the limit of Comprehensive General Liability insurance shall not be less than two million dollars (\$2,000,000.00) per occurrence and an annual aggregate limit of not less than two million dollars (\$2,000,000.00) for products and completed operations. The required insurance limit may be composed of any combination of primary and excess (umbrella) insurance policies.

The Tenant agrees to indemnify the Landlord for any claims or damages caused by the Tenant, its agents, employees, contractors or those whom it is responsible in law, except for any damage, loss, injury or death which results from the negligence or willful misconduct of the Landlord, its employees, agents, contractors or those whom it is responsible in law. Notwithstanding anything else contained herein to the contrary, in no event will the Tenant be liable for or indemnify and save harmless the Landlord from and against any indirect, special, incidental or consequential damages, including loss of revenue, loss of profits, loss of business opportunity or loss of use of any facilities or property, even if advised of the possibility of such damages.

16. **ENVIRONMENTAL.** The Landlord warrants, to the best of his knowledge, that the Leased Premises does not contain any toxic or hazardous substances or materials including, without limitation, asbestos, urea formaldehyde, PCBs or any other contaminants as defined in the *Environmental Protection Act*, (Ontario), or the equivalent Act in the province within which the Property is located (the "Contaminants"). If Contaminants are discovered by the Tenant during the Term or Extended Term (if applicable), the Landlord shall remove the Contaminants at its expense, or, at its option, indemnify and hold the Tenant harmless from any liability arising from the presence of the Contaminants on the Leased Premises.

17. **REGISTRATION AND NON-DISTURBANCE.** The Tenant may register a notice of this Lease on title to the Property in order to show its interest herein and the Landlord shall provide the Tenant with a legal description of the Property for such registration. Upon the request of the Tenant, the Landlord agrees to obtain from any purchaser or mortgagee a non-disturbance agreement to respect and continue in full force and effect, all the terms and conditions of this Lease.

18. **NOTICE.** Any notice to be given under the terms of this Lease shall be sufficiently given if delivered (by hand or courier) to the party for whom it is intended, or if mailed, postage prepaid, by registered mail addressed to the party for whom it is intended. The addresses for notice are as follows:

In the case of the Landlord to:

THE CORPORATION OF THE TOWNSHIP OF
SOUTHGATE
185667 GREY ROAD 9, R.R. 1
DUNDALK, ONTARIO
N0C 1B0

Attention: Clerk's Office
Facsimile: 519-923-9262

and in the case of the Tenant to:

BELL MOBILITY INC.
5099 CREEKBANK ROAD, 6N
MISSISSAUGA, ONTARIO
L4W 5N2

Attention: Real Estate Services
Facsimile: (905) 625-0730

Either party hereto may change its aforesaid address for notices in accordance with the provisions of this notice.

Although not constituting formal notice, Bell Mobility's Call Centre can be reached 24 hours a day at 1-866-670-6622 to report power outages or other hazardous conditions occurring at the Leased Premises.

19. **PLANNING ACT.** It is an express condition of this Lease that the provisions of Section 50 of the *Planning Act*, R.S.O. 1990, as amended, be complied with.

20. **BINDING AGREEMENT.** The Landlord covenants that the Landlord has good right, full power, and absolute authority to grant this Lease to the Tenant and this Lease shall be binding upon and shall enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, assigns and subsequent purchasers.

21. **FORCE MAJEURE.** Notwithstanding anything to the contrary in this Lease contained, if either party hereto shall be bona fide delayed or hindered in or prevented from the performance of any term, covenant or act required hereunder by reason of strikes; labour troubles; an inability to procure materials or services; failure of power; restrictive governmental laws or regulations; riots; sabotage; rebellion; war; or act of God; which are not the fault of the party delayed in performing the work or doing the act required under the terms of this Lease, then the performance of such term, covenant or act shall be excused for the period of the delay and the period for the performance of any such term, covenant or act shall be extended for a period equivalent to the period of such delay.

22. **CONFIDENTIALITY.** The terms of this Lease and all information issued, disclosed or developed in connection with this Lease are to be held in strict confidence between the parties hereto. The Landlord, its agents and employees agree not to use, reproduce or divulge the same to third parties unless it is with the prior written consent of the Tenant and to take all reasonable precautions for protection of such information from disclosure.

23. **ENTIRE AGREEMENT.** This Lease contains the entire agreement between the parties hereto with respect to the Leased Premises and there are no prior representations, either oral or written, between them other than those set forth in this Lease. This Lease supersedes and revokes all previous negotiations, arrangements, options to lease, representations and information conveyed, whether oral or written, between the parties hereto. The Landlord acknowledges and agrees that it has not relied upon any statement, representation, agreement or warranty except such as are expressly set out in this Lease.

IN WITNESS WHEREOF the parties have duly executed this Lease as of the date first above written.

BELL MOBILITY INC. (Tenant)

Per:

Name: Colin Lavery
Title: National Manager
Site Acquisition & Government
Relations

I have authority to bind the corporation.

THE CORPORATION OF THE TOWNSHIP OF
SOUTHGATE (Landlord)

Per:

Name: Brian Milne
Title: Mayor

Per:

Name: Carol Watson
Title: Clerk

I/We have authority to bind the corporation.

The Corporation of the Township of Southgate

By-law Number 2021-147

**being a by-law to authorize a lease amending agreement between
Bell Mobility Inc. and The Corporation of the Township of Southgate**

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

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

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

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

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

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

**Read a first, second and third time and finally passed this 6th day of
October, 2021.**

John Woodbury – Mayor

Lindsey Green – Clerk

LEASE AMENDING AGREEMENT W3858

THIS AGREEMENT is made as of the 15th, day of September 2021

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

(hereinafter called the "Landlord")

OF THE FIRST PART

- and -

BELL MOBILITY INC.

(hereinafter called the "Tenant")

OF THE SECOND PART

RECITALS

- A. The Landlord and Bell Mobility Inc., (the "Tenant"), entered into a Lease Agreement dated the 1st day of November 2011, (the "Original Lease"), with respect to certain real property known as 85 Dundalk Street, Dunhalk, Ontario (the "Property"), all as more particularly described in the Lease, commencing July 1, 2012, and ending June 30, 2017;
- B. The Original Lease, this First Lease Amendment shall hereinafter be referred to collectively as the "Lease";
- C. By way of an automatic Renewal, the Tenant exercised the First Option, and the Lease was extended for a further term of five (5) years commencing on July 1, 2017 and ending on June 30, 2022;
- D. By way of a Lease Renewal Notice, dated August 16, 2021, the Tenant exercised the Second Option, and the Lease is extended for a further term of five (5) years commencing on July 1, 2022 and ending on June 30, 2027.
- E. By way of a Lease Confirming and Amending agreement dated January 24th, 2013, the Landlord and

NOW THEREFORE in consideration of the covenants, terms and conditions contained herein the Tenant and the Landlord agree the Lease is hereby amended as follows:

- 1 The Parties hereby acknowledge, confirm and agree that the foregoing recitals are true in substance and fact.

2 From and after the execution of this agreement, the Lease shall be amended as follows:

- a) Schedule "B" of the Lease is removed and replaced with Schedule "B1" attached herein;
 - b) For the Tenants right to expand the leased premises, as per Schedule "B1" the Tenant will pay the Landlord an increase in rent in the amount of One Thousand Dollars (\$1,000.00), paid annually until the end of the Lease. The increase in rent will commence upon the start of construction.
3. Except where inconsistent with the foregoing provisions of this Agreement, all of the provisions of the Lease shall apply, mutatis mutandis, to this Agreement. The parties hereto acknowledge, confirm and agree that in all other respects the terms and conditions of the Lease remain in full force and effect, unchanged and unmodified, except in accordance with this Agreement.
 4. This Agreement shall be binding upon and ensure to the benefit of the parties hereto and their respective successors and their permitted assigns.
 5. The provisions hereto shall be interpreted according to the laws of the Province of Ontario.
 6. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision, but shall be deemed to be severable.

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

**THE CORPORATION OF THE TOWNSHIP OF
SOUTHGARE**

Per: _____
Name:
Title:

I/We have authority to bind the corporation.

BELL MOBILITY INC.

Per: _____
Name:
Title:

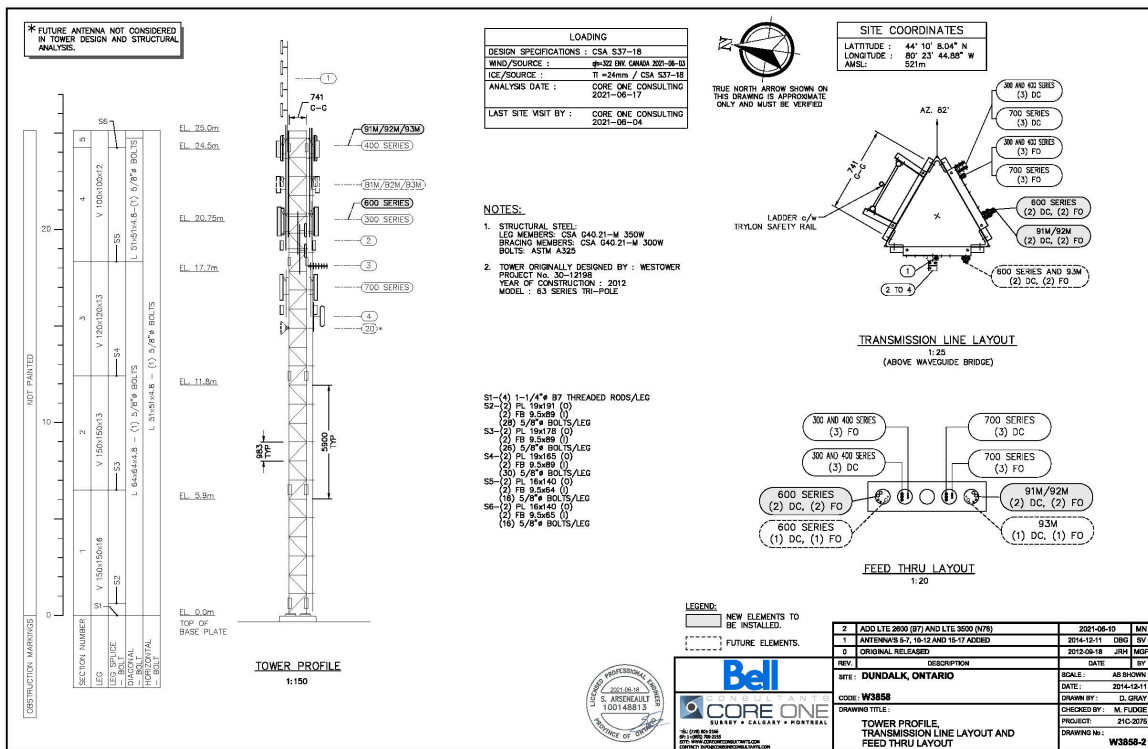
I have authority to bind the corporation.

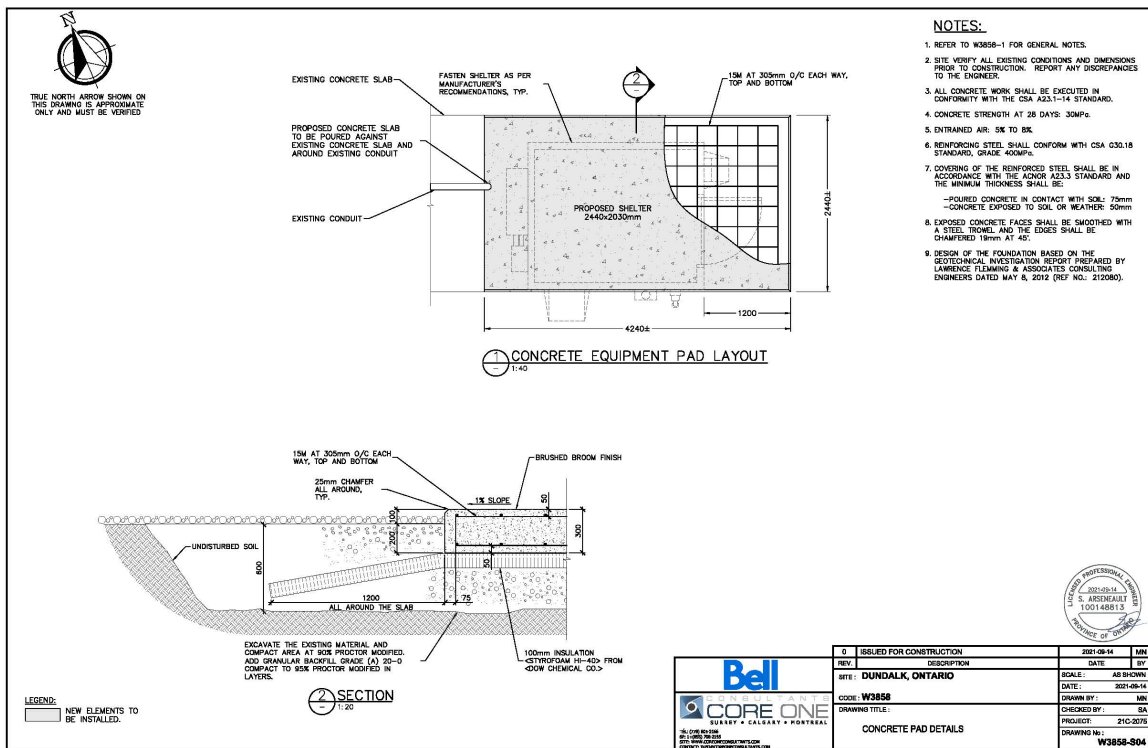
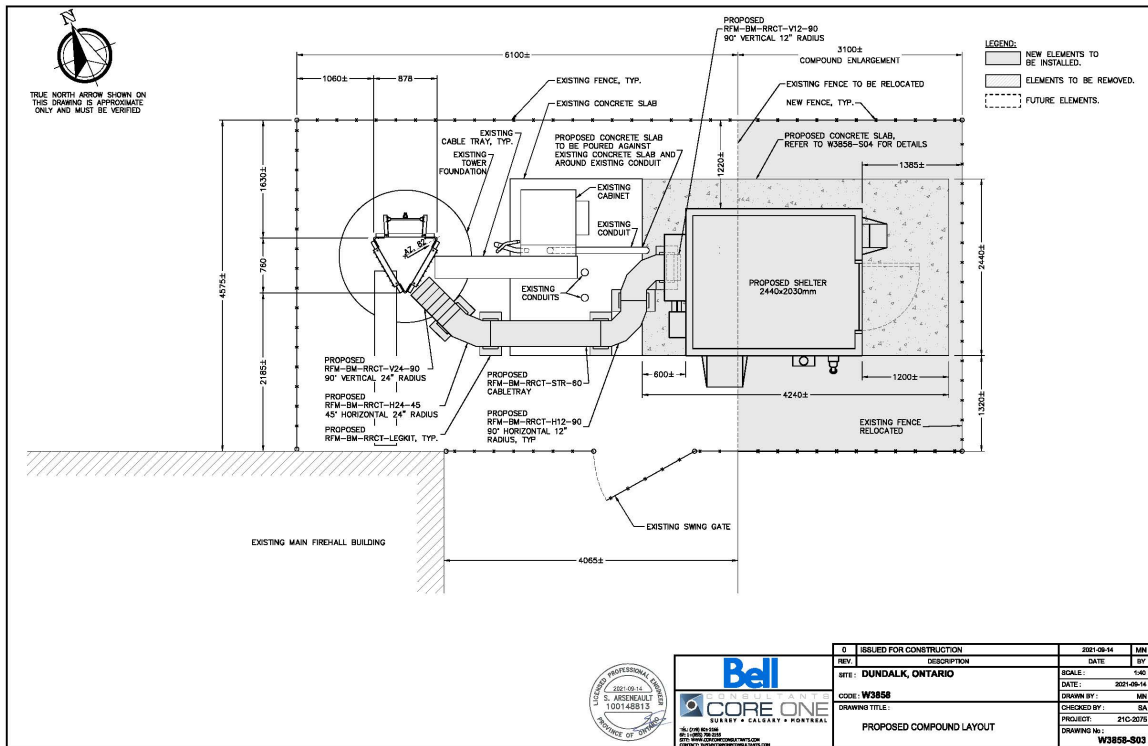
TOR01: 53397

SCHEDULE “B1”

LIST OF DRAWINGS			
No.	DRAWING TITLE	REVISION	REMARKS
W3858-0	LIST OF DRAWINGS		
W3858-1	SCOPE OF WORK, ADDITION OF LTE 2600 (B7) AND LTE 3500 (N78) AND GENERAL NOTES	1	
W3858-2	TOWER PROFILE, TRANSMISSION LINE LAYOUT AND FEED THRU LAYOUT	2	
W3858-3	LIST OF ANTENNAS	3	
W3858-04-1	ANTENNA LAYOUT (PAGE 1 OF 2)	1	
W3858-04-2	ANTENNA LAYOUT (PAGE 2 OF 2)	1	
W3858-4	COMPOUND AREA LAYOUT	3	
W3858-501	ADDITION OF LTE 2600 (B7) AND LTE 3500 (N78) ANTENNAS AT ELEVATION 20.75m AND 24.50m - PLAN VIEWS	0	
W3858-502	ADDITION OF LTE 2600 (B7) AND LTE 3500 (N78) ANTENNAS AT ELEVATION 20.75m AND 24.50m - ELEVATION VIEW	0	
W3858-503	PROPOSED COMPOUND LAYOUT	0	
W3858-504	CONCRETE PAD DETAILS	0	

1	NEW SHELTER AND COMPOUND EXTENSION	2021-09-14	MM
2	ISSUED FOR CONSTRUCTION	2021-09-17	MM
REV	DESCRIPTION	DATE	BY
SITE:	DUNDALK, ONTARIO	SCALE:	NA
CODE:	W3858	DATE:	2021-09-17
DRAWING TITLE:	LIST OF DRAWINGS	DRAWN BY:	MM
		CHECKED BY:	SA
		PROJECT:	21C-2075
		DRAWING No.:	W3858-0







Staff Report CL2021-025

Title of Report: CL2021-025-Saugeen Mobility and Regional Transit Board Appointment – Remainder of Term
Department: Clerks
Branch: Legislative and Council Services
Council Date: October 6, 2021

Recommendation:

Be it resolved that Council receive Staff Report CL2021-025 for information; and
That Council, pursuant to section 24.12 of the Procedural By-law, amend previously adopted resolution number 2018-589; and
That Council appoint Councillor Jim Frew to the Saugeen Mobility and Regional Transit Board for the remainder of the appointment term, ending in 2022.

Background:

At the December 5, 2018, Council meeting, appointments were made for various Committee's and Boards. [Staff Report CL2018-033](#) and Resolution No. 2018-589 approved Mayor Woodbury's appointment to the Saugeen Mobility and Regional Transit (SMART) Board for the term 2018-2022. Deputy Mayor Milne was appointed as the alternate member to the Board.

Saugeen Mobility and Regional Transit is a specialized public transit service providing transportation solutions for those with mental or physical challenges, visual and/or cognitive impairments. SMART services the residents of 9 municipalities throughout Grey and Bruce Counties including the Township of Southgate.

Staff Comments:

Mayor Woodbury has expressed an interest in another member of Council being appointed to the SMART Board for the remainder of the term, ending in 2022 and is suggesting that Councillor Jim Frew be appointed to the SMART board as he is the member of Council with the least number of appointments to boards and committees.

Staff have reached out to SMART staff, who confirmed that there is no issue in appointing a different member at this time and all that they require is a formal letter from Council directing the new appointment.

Financial Implications:

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

Communications & Community Action Plan Impact:

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

Concluding Comments:

That Council receive Staff Report CL2021-025 for information and that Council, pursuant to section 24.12 of the Procedural By-law, amend previously adopted resolution number 2018-589 and that Council appoint Councillor Jim Frew to the Saugeen Mobility and Regional Transit Board for the remainder of the appointment term, ending in 2022.

Respectfully Submitted,

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

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

Mayor Approval: *Original Signed By*
John Woodbury, Mayor

Attachments: None



Staff Report CL2021-026

Title of Report: CL2021-026 – Appoint Pound Keeper – Keady Livestock Market
Department: Clerks
Branch: Legislative and Council Services
Council Date: October 6, 2021

Recommendation:

Be it resolved that Council receive Staff Report CL2021-026 for information; and
That Council consider approval of By-law 2021-140 to appoint Keady Livestock Market as the large animal pound keeper for the Township of Southgate.

Background:

The Municipal Act, 2001, S.O., as amended, Section 103 provides that a municipality may pass a by-law regulating or prohibiting with respect to the being at large or trespassing of animals, it may provide for,

- (a) the seizure and impounding of animals being at large or trespassing contrary to the by-law; and
- (b) the sale of impounded animals,
 - (i) if they are not claimed within a reasonable time,
 - (ii) if the expenses of the municipality respecting the impounding of the animals are not paid, or
 - (iii) at such time and in such manner as is provided in the by-law.

In 2015, Council approved By-law 14-2015 included in this report as Attachment 1, appointing the Keady Livestock Market as the pound keeper for large animals for the Township of Southgate. The agreement had an expiry date of December 31, 2018.

Staff Comments:

Since the original agreement with Keady Livestock Market has expired, staff are supporting approval of an updated agreement with Keady Livestock Market to act as our large animal pound keeper. The Township requires a large animal pound keeper facility to be available for animals that are at large in the Township and for By-law Enforcement purposes, etc.

The Township did use the Keady Livestock Market services on one occasion in 2019 after expiry of the agreement on the basis of a good past working relationship.

Another recent animal at large brought forward the need to have an updated agreement in place for the future. Staff are recommending that there is no expiry date noted in the new agreement, so it does not need to be revisited as we see no end date in needing their services and there is currently not another comparable facility for use in Grey County.

Financial Implications:

The Keady Livestock Market requires a \$200 standby fee to be paid yearly as an expense that will be paid from the Agriculture yearly operating budget.

Any other impound fees accumulated if we sent an animal to Keady would be paid for by the owner of the animal that was found at large, or if the animal is not claimed by its owner, the animal would be sold, and the funds would be received by the Township to cover the impound fees.

Communications & Community Action Plan Impact:

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

Concluding Comments:

That Council receive Staff Report CL2021-026 for information and that Council consider approval of By-law 2021-140 to appoint Keady Livestock Market as the large animal pound keeper for the Township of Southgate.

Respectfully Submitted,

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

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

Attachments: By-law 14-2015 – Appoint Pound Keeper

The Corporation of the Township of Southgate

By-law No. 14-2015

being a by-law to make certain appointments to carry out the provisions of the Municipal Act 2001, S.O. 2001: Pound Keeper

Whereas the Municipal Act 2001, S.O. 2001, c.P.25, as amended, Section 103, that a municipality may pass a by-law regulating or prohibiting with respect to the being at large or trespassing of animals, it may provide for,

- (a) the seizure and impounding of animals being at large or trespassing contrary to the by-law;
- (b) the sale of impounded animals,
 - (i) if they are not claimed within a reasonable time,
 - (ii) if the expenses of the municipality respecting the impounding of the animals are not paid, or
 - (iii) at such time and in such manner as is provided in the by-law; and
- (c) the establishment of procedures for the voluntary payment of penalties out of court where it is alleged that the by-law respecting animals being at large or trespassing has been contravened.

And whereas the Council of the Township of Southgate deems it advisable to pass a by-law to appoint a Pound Keeper for the Township of Southgate;

Now therefore the Council of the Township of Southgate enacts as follows:

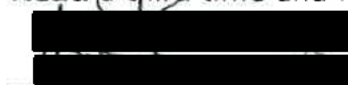
1. **That** Keady Livestock Market is hereby appointed as the Pound for the Township of Southgate until December 31, 2018.
2. **That** the Management of Keady Livestock Market is hereby appointed as Pound Keeper for the Township of Southgate until December 31, 2018.
3. **That** Keady Livestock Market will be paid a standby fee of \$200 per year.
4. **That** the duties of the Pound Keeper shall be as prescribed under the Pounds Act, c. 17 R.S.O. 1990.
5. **That** Remuneration shall be as under the Pounds Act, c. 17 R.S.O. 1990 section 14.
6. **That** By-law No. 81-2010 is hereby rescinded.


Read a first and second time this 18th day of February, 2015.


Anna-Marie Fosbrooke, Mayor


Raylene Martell, Clerk

Read a third time and finally passed this 18 day of February, 2015.


Anna-Marie Fosbrooke, Mayor


Raylene Martell, Clerk

The Corporation of the Township of Southgate

By-law Number 2021-140

**Being a by-law to appoint a Keady Livestock Market to act
as the Pound Keeper for the Township of Southgate**

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

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

Whereas Section 103 of the Municipal Act, 2001, Chapter 25, as amended, provides that may pass a by-law regulating or prohibiting with respect to the being at large or trespassing of animals, it may provide for the following:

- a) the seizure and impounding of animals being at large or trespassing contrary to the by-law; and
- b) the sale of impounded animals,
 - (i) if they are not claimed within a reasonable time,
 - (ii) if the expenses of the municipality respecting the impounding of the animals are not paid, or
 - (iii) at such time and in such manner as is provided in the by-law; and

Whereas it is deemed necessary and desirable that the Council of the Corporation of the Township of Southgate enact a by-law to appoint a Pound Keeper for the Corporation of the Township of Southgate,

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

1. **That** the Keady Livestock Market is hereby appointed as the Pound Keeper for the Corporation of the Township of Southgate; and
2. **That** the Keady Livestock Market will be paid a standby fee of \$200 per year; and
3. **That** the duties of the Pound Keeper shall be as prescribed under the Pounds Act, R.S.O. 1990, c. P.17; and
4. **That** the remuneration collected by Keady Livestock Market will be as prescribed in the Pounds Act, R.S.O. 1990, c. P.17, Section 14 (1); and
5. **That** By-law Number 14-2015 is hereby repealed.

**Read a first, second and third time and finally passed this 6th day of
October, 2021.**

John Woodbury – Mayor

Lindsey Green - Clerk



Staff Report CL2021-027

Title of Report: CL2021-027 – First Nations Land Acknowledgement Implementation Policy
Department: Clerks
Branch: Legislative and Council Services
Council Date: October 6, 2021

Recommendation:

Be it resolved that Council receive Staff Report CL2021-027 for information; and
That Council consider approval of By-law 2021-141 to adopt the First Nations Land Acknowledgment Policy No. 89 to implement a Land Acknowledgement for the Township of Southgate.

Background:

Land or territorial acknowledgements have emerged in several municipalities following the publication of The Truth and Reconciliation Commission report in 2015. A land acknowledgement recognizes First Nations Peoples on whose traditional territories we work and live. These acknowledgements demonstrate the recognition and respect for Indigenous peoples, both in the past and the present and the contributions they have made to our communities and nation.

These statements are most often read at the beginning of Council meetings, municipal events and celebrations with others being read on an occasional basis only in order to continue for them to be meaningful and relevant. Several municipalities within the province have implemented land acknowledgement statements. While there is no standard wording for these statements or consistent practice, the overarching need is for the acknowledgement to be genuine, with a commitment to acknowledge and educate people on the complex history of Indigenous people.

Staff Comments:

At the August 4, 2021, Regular meeting, Council approved staff proceeding with further research and considerations to implementing a first nations land acknowledgement for the Township of Southgate.

Staff have been in contact with representatives of the Saugeen Ojibway Nation as well as staff from the Indigenous Friendship Centre in Owen Sound who have both been tremendously helpful in preparing a land acknowledgement that is inclusive.

Below is the final wording for the land acknowledgement that staff are proposing:

“As we gather, we are reminded that the Township of Southgate is situated on the Traditional Territory of the Anishinabek Nation being the People of the Three Fires known as Ojibway, Odawa, and Pottawatomie Nations and also acknowledge the Saugeen Ojibway Nation, as the traditional keepers of this land whom we share with today.”

Staff have also prepared a First Nations Land Acknowledgement policy for approval which provides an overview of when the Land Acknowledgement will be used. The Policy is provided in this Council agenda as Schedule A to By-law 2021-141 following this report.

Financial Implications:

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

Communications & Community Action Plan Impact:

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

Concluding Comments:

That Council receive Staff Report CL2021-027 for information and that Council consider approval of By-law 2021-141 to adopt the First Nations Land Acknowledgment Policy No. 89 to implement a Land Acknowledgement for the Township of Southgate.

Respectfully Submitted,

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

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

Attachments: None

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

BY-LAW NUMBER 2021-141

being a By-law to adopt a "First Nations Land Acknowledgement Policy"
known as Policy Number 89

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

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

Whereas the Council of The Township of Southgate has deemed it desirable to adopt a policy with respect to the Township of Southgate First Nations Land Acknowledgement,

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

1. **That** the "First Nations Land Acknowledgement Policy" known as Policy No. 89, attached hereto as Schedule A is hereby adopted; and
2. **That** this by-law shall come into force and effect on the date of its passing.

Read a first, second and third time and finally passed this 6th day of October, 2021.

John Woodbury – Mayor

Lindsey Green – Clerk



First Nations Land Acknowledgement Policy

Purpose

The purpose of a land acknowledgement is to demonstrate the recognition and respect for Indigenous peoples, both in the past and the present and the contributions they have made to our communities and the nation.

Scope

This policy will provide a Land Acknowledgement for the Township of Southgate and an overview of when Land Acknowledgements should be used relative to Township of Southgate Council meetings.

1. Definitions

- 1.1 **First Nation Peoples** means original inhabitants of the land that is now Canada, and whom were the first to encounter sustained European contact, settlement, and trade.
- 1.2 **Inuit** means a member of an indigenous people from Northern Canada and parts of Greenland and Alaska.
- 1.3 **Metis** means people of mixed European and Indigenous ancestry, and one of the three recognized Aboriginal People in Canada.
- 1.4 **Saugeen Ojibway Nations** means the First Nations People of the Chippewas of Nawash, Unceded First Nation and the Saugeen First Nation.

2. Land Acknowledgement

"As we gather, we are reminded that the Township of Southgate is situated on the Traditional Territory of the Anishinabek Nation being the People of the Three Fires known as Ojibway, Odawa, and Pottawatomie Nations and also acknowledge the Saugeen Ojibway Nation, as the traditional keepers of this land whom we share with today."

The Land Acknowledgement will be used in the following circumstances:

- Regular scheduled Township of Southgate Council Meetings
- The Inaugural Session of the Township of Southgate Council following an Election

3. Monitoring and Review of the Policy

The Clerk's Department is responsible for the administration, maintenance, and review of this policy.



Staff Report CL2021-028

Title of Report: CL2021-028 – Amendments to Policy No. 51 –
Displaying Flags Policy
Department: Clerks
Branch: Legislative and Council Services
Council Date: October 6, 2021

Recommendation:

Be it resolved that Council receive Staff Report CL2021-028 for information; and
That Council consider approval of By-law 2021-146 to adopt the Displaying Flags Policy Number 51.

Background:

At the July 3, 2019, regular meeting, Council approved an updated Policy No. 51 – Displaying Flags Policy. [Staff Report CL2019-023](#) can be reviewed for further background information.

At the September 15, 2021, regular meeting, Council approved the following motion:

Motion as Amended:

No. 2021-521

Moved By Councillor Dobreen

Seconded By Councillor Rice

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; and

That Council approve the lowering of the flags throughout the Township on September 30, 2021 in recognition of the National Day for Truth and Reconciliation; and That Council direct staff to return to a future Council meeting with amendments to the current Displaying Flag Policy No. 51 to include the lowering of the flags for this day in future years. **Carried**

Staff Comments:

Staff have drafted the necessary amendments to the Displaying Flags Policy No. 51 and are presenting it for approval by municipal by-law. The amended policy is included as Schedule A to By-law 2021-146, including in the agenda following this report.

Amendments were minimal, with the sole addition of September 30th of any year to have the flags lowered at municipal property as indicated in the policy, in recognition of the National Day of Truth and Reconciliation.

Financial Implications:

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

Communications & Community Action Plan Impact:

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

Concluding Comments:

That Council receive Staff Report CL2021-028 for information and that Council consider approval of By-law 2021-146 to adopt the Displaying Flags Policy Number 51.

Respectfully Submitted,

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

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

Attachments: None

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

BY-LAW NUMBER 2021-146

being a By-law to adopt a "Displaying Flags Policy"
known as Policy Number 51

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

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

Whereas the Council of The Township of Southgate has deemed it desirable to adopt a policy with respect to Displaying Flags in the Township of Southgate,

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

1. **That** the "Displaying Flags Policy" known as Policy No. 51, attached hereto as Schedule A is hereby adopted; and
2. **That** By-law 2019-105 is hereby repealed; and
3. **That** this by-law shall come into force and effect on the date of its passing.

Read a first, second and third time and finally passed this 6th day of October, 2021.

John Woodbury – Mayor

Lindsey Green – Clerk



The Township of Southgate

Policy and Guidelines for Displaying Flags

Purpose

This policy is intended to create a standard procedure for staff to follow to ensure that all flags are flown and displayed in a consistent manner at Southgate operated facilities. No flags other than the Canadian, Province of Ontario and Township of Southgate flag will be on display.

Scope

This policy and procedure will cover flags flown at Southgate facilities.

Display of Flags

No flags other than the Township of Southgate, Province of Ontario, and Canadian flags shall be on display on municipal facilities. Any requests for flag raising will be directed to the Clerks Office for a response, indicating that the Township of Southgate does not accept flag raising requests as prescribed under this policy. Council Chambers shall display the Federal, Provincial, County and Municipal flag.

Disposal of Flags

When a flag becomes tattered and is no longer in a suitable condition for use, it should be replaced immediately, and the old flag be destroyed in a dignified way such as burning.

Flags will be Flown at Half-Mast due to the passing of one of the following:

- Member of the Royal Family
- Governor General-current or past
- Prime Minister-current or past
- Current Member of Parliament
- Lieutenant Governor-current or past
- Premier-current or past
- Current Member of Provincial Parliament
- Member of Canadian Forces with direct ties to Southgate
- Remembrance Day
- Warden of Grey County-current or past
- Current County Council Member
- Southgate Mayor or Reeves-current or past
- Current and Past Municipal Council Members (Including Egremont, Proton and Dundalk)
- Current Municipal Employees
- Line of Duty (Former and Current members of the Dundalk Fire Department)

Flags will be Flown at Half-Mast due to the recognition of the following:

- National Day of Truth and Reconciliation – September 30th of any year

Southgate Locations where Flags will be Half-Masted

- Southgate Municipal Office
- Dundalk Fire Hall
- Dundalk Olde Town Hall
- Dundalk Parkette
- Holstein Works Garage
- Hwy #10 & County Rd. #9 entrance to Dundalk

Procedure for Lowering of Flags

- When the Canadian flag be lowered, the Township's flag shall be lowered accordingly.
- When the Canadian flag be lowered, all flags shall be lowered accordingly to ensure the Canadian flag is always the highest.
- The CAO's Office (or designate) will send out or direct to be sent out communication regarding the lowering of flags and including the reason and duration of the lowering of the flags to all applicable staff.
- Flags shall be half-masted from the time of notification of death until the following morning after the funeral.
- This policy does not cover other Southgate owned facilities not named in this document.

Half-Masting Flags for Mourning

- Flags are flown at the half-mast position as a sign of mourning.
- The flag is brought to the half-mast position by first raising it to the top of the mast then immediately lowering it slowly to the half-mast position.
- The position of the flag when flying at half-mast will depend on the size of the flag and the length of the flagstaff. It must be lowered at least to a position recognizably "half-mast" to avoid the appearance of a flag which has accidentally fallen away from the top of the mast owing to a loose flag rope. A satisfactory position for half-masting is to place the centre of the flag exactly half-way down the staff (Figure 1).

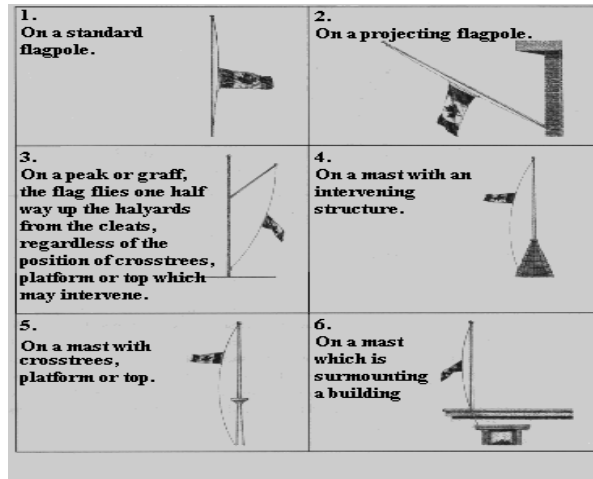


Figure 1

Dignity of the Flag

Dignity of the National Flag

The National Flag of Canada should be displayed only in a manner befitting this important national symbol; it should not be subjected to indignity or displayed in a position inferior to any other flag or ensign. The National Flag always takes precedence over all other national flags when flown in Canada. The only flags to which precedence is given over the Canadian flag are the personal standards of members of the Royal Family and of Her Majesty's eleven representatives in Canada (ie. The Governor General and 10 Lieutenant Governors).

The National Flag of Canada should always be flown on its own mast - flag protocol dictating that it is improper to fly two or more flags on the same mast (eg. one beneath the other). Further, the following points should be kept in mind:

- The National Flag of Canada should not be used as table/seat cover, as a masking for boxes or as a barrier on a dais or platform.

Displaying the Flag

The flag may be flown by night as well as by day.

The National Flag of Canada may be displayed as follows:

1. Flat against a surface,
2. Horizontally, and/or
3. Vertically

If hung horizontally, the upper part of the leaf should be up and the stem down.

If hung vertically, the flag should be placed so that the upper part of the leaf points to the left and the stem to the right from the point of view of the observer facing the flag. Flags hung vertically should be hung so that the canton is in the upper left corner (Figure 2).

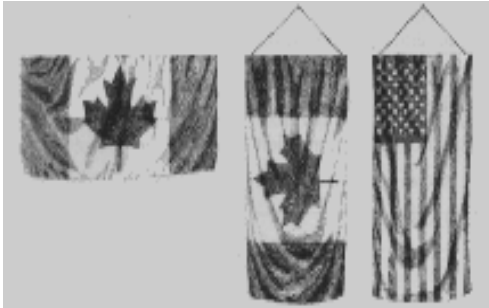


Figure 2

On a Flagpole or Mast

The top left (first) quarter or canton should be placed in the position nearest the top of the flagpole or mast. When carried, the guidelines listed under "Dignity of the Flag" should be respected.

On a Flag Rope (halyard)

The canton should be placed uppermost, raised as closely as possible to the top with the flag rope tight.

Suspended Vertically in the Middle of a Street

The upper part of the leaf should face the north in an east-west street (Figure 3), and face east in a north-south street

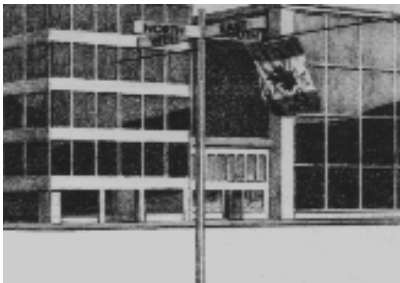


Figure 3

(Figure 4), thus being on the left of the observer facing east or south respectively.



Figure 4

Projected from a Building

Displayed horizontally or at an angle from a window or balcony, the canton must point outward.

Affixed on a Motor Vehicle

The flag must be on a pole firmly fixed to the chassis on the front right.

Sharing the Same Base - Three flags

When only three flags are displayed, the National Flag should be at the centre. To an observer facing the display, the second-ranking flag (in order of precedence) is placed to the left of centre, and the other to the right.

A common combination of flags is that of the National Flag of Canada with a provincial or territorial flag, and a municipal flag or an organization's banner. In such a case, the National Flag should be in the centre with the provincial/territorial flag to the left and the municipal flag/organization's banner to the right (to an observer facing the display).

Position of Honour

Due consideration should be given to flag etiquette and precedence whenever the National Flag of Canada or other sovereign national flags or provincial/territorial flags are displayed.

The location of the position of honour depends on the number of flags flown and the chosen configuration. When two flags (or more than three flags) are displayed, the position of honour is furthest to the left (to an observer facing the display). When three flags are flown, the position of honour is in the centre (see "Sharing the same base - Three flags")

Precedence

The order of precedence for flags is:

1. The National Flag of Canada
2. The flags of other sovereign nations in alphabetical order (if applicable)
3. The flags of the provinces of Canada (in the order in which they joined Confederation)
4. The flags of the territories of Canada (in the order in which they joined Confederation)
5. The flags of municipalities/cities
6. Banners of organizations
7. Historical Flags

If one simply wishes to create a decorative effect (eg. dressing a house for a festive occasion) it is preferable to use pennants or coloured buntings and not flags.

Alone

When the National Flag of Canada is flown alone on top of or in front of a building where there are two flagpoles, it should be flown on the flagpole to the left to an observer facing the flag.

When the National Flag of Canada is flown alone on top of or in front of a building where there are more than two flagpoles, it should be flown as near as possible to the centre (Figure 5).

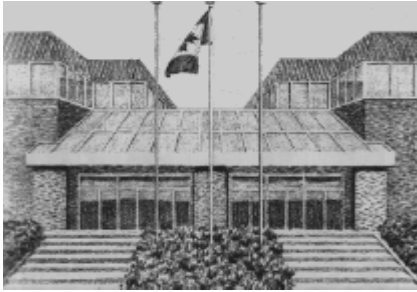


Figure 5

When the National Flag of Canada is displayed in a place of worship or on a speaker's platform, it should be against the wall, or on a flagpole on the left from the point of view of the congregation audience facing the celebrant or speaker (Figure 6).



Figure 6

When used in the body of a place of worship or auditorium, the National Flag of Canada should be to the right of the congregation or spectators facing the flag (Figure 7).

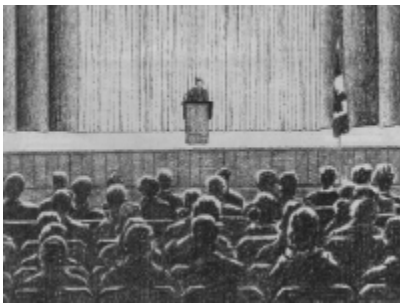


Figure 7

With Flags of other Sovereign Nations

The National Flag of Canada, when flown or paraded, takes precedence over all other national flags. When flown with the flags of other sovereign nations, all flags should be flown on separate flagpoles/masts and at the same height, all being of the same size, with the National Flag of Canada occupying the position of honour.

The National Flag should be raised first and lowered last, unless the number of flags permits their being raised and lowered simultaneously.

With the flag of one other nation, the National Flag of Canada should be on the left of the observer facing the flags; both should be at the same height (Figure 8).

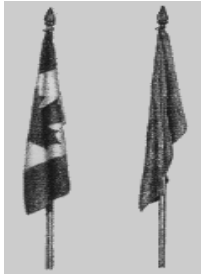


Figure 8

When crossed with a flag of another sovereign nation, the National Flag of Canada should be on the left of the observer facing the flags; the flagpole bearing the National Flag of Canada should be in front of the pole of the other flag (Figure 9).

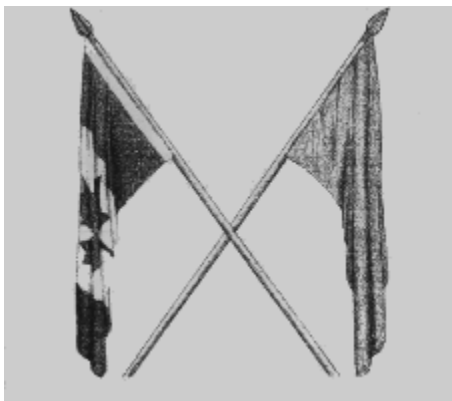


Figure 9

In a line of three flags, the National Flag of Canada should be in the centre. The other two flags should, in alphabetical order, be placed to the left and right of the National Flag respectively, from the point of view of the observer facing the three flagpoles/masts (Figure 10).

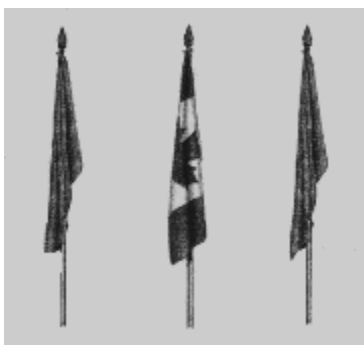


Figure 10

When there are more than three flagpoles/masts, the National Flag of Canada should be flown on the left of the observer facing the flags, followed by the flags representing the other sovereign nations ordered alphabetically. An additional National Flag of Canada may also be flown on the right at the end of the line (Figure 11).

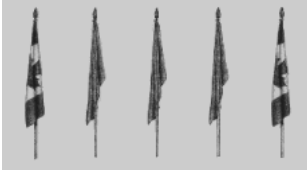


Figure 11

In a semi-circle of flags representing a number of sovereign nations, the National Flag of Canada should be in the centre (Figure 12).

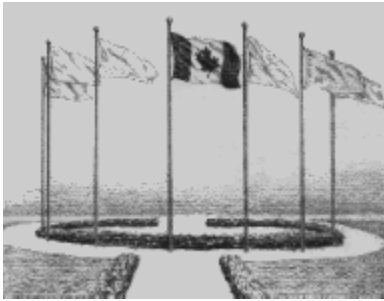


Figure 12

With a Combination of Flags of Sovereign Nations, Provinces/Territories, International Organizations, Cities, Companies, etc.

In keeping with previously outlined practice, the National Flag of Canada, when flown with different types of flags, should be flown on the left of an observer facing the flags. The position of the other flags is determined by order of precedence (Figure 13).

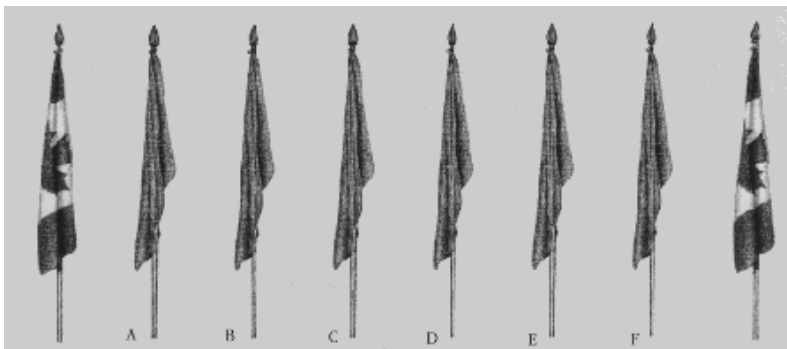


Figure 13

With Flags of the Canadian Provinces and Territories

When provincial and territorial flags are flown with the National Flag of Canada, the order is based on the date of entry into Confederation of the provinces followed by the territories. In a grouping of flags that includes the National Flag of Canada and all of the flags of the provinces and territories, the order of precedence is:

1. National Flag of Canada
2. Ontario (1867)
3. Quebec (1867)
4. Nova Scotia (1867)
5. New Brunswick (1867)
6. Manitoba (1870)
7. British Columbia (1871)

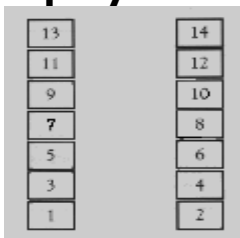
8. Prince Edward Island (1873)
9. Saskatchewan (1905)
10. Alberta (1905)
11. Newfoundland (1949)
12. Northwest Territories (1870)
13. Yukon (1898)
14. Nunavut (1999)

When there are more than three flagpoles/masts, the National Flag of Canada should be flown on the left of the observer facing the flags, followed by the flags of the provinces and territories. An additional National Flag of Canada may be displayed at the end of the line if desired.

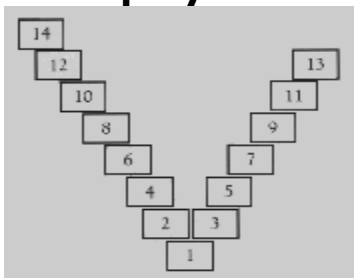
Display along a wall



Display flanking an entrance



"V" display for visual effect



Township of Southgate

Administration Office

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

Phone: 519-923-2110

Toll Free: 1-888-560-6607

Fax: 519-923-9262

Web: www.southgate.ca

Staff Report CAO2021-065

Title of Report: Southgate COVID-19 Vaccination Policy for Approval by
Municipal By-law

Department: Administration

Council Date: October 6, 2021

Council Recommendation:

Be it resolved that Council receive staff report CAO2021-065 as information; and

That Council approve the updated Southgate Policy #87 COVID-19 Vaccination Policy dated October 6, 2021 as presented; and

That Council receive the Southgate COVID-19 Rapid Antigen Testing Protocol as presented as a temporary Standard Operating Procedure during the pandemic conditions as a supporting document to the Southgate COVID-19 Vaccination Policy; and

That Council consider approving the Southgate COVID-19 Vaccination Policy at the October 6, 2021 meeting by Municipal By-law 2021-148.

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 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 Medical Officer of Health and Chief Executive Officer of the Grey Bruce Health Unit strongly recommends all businesses in Grey-Bruce create and implement 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 vaccination policies.

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.

How the Township deals with the privacy issues and how we will manage the information we collect about employee vaccination status is a critical process. The Human Resources Coordinator will collect all the information received 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 updated Policy #87 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.

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.

Council received and considered staff report CAO2021-064 being a draft Southgate COVID-19 Vaccination Policy. The proposed motion was amended and approved by Council:

Moved by Deputy Mayor Milne; **Seconded by** Councillor Frew;

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

That Council receive the draft Southgate COVID-19 Vaccination Policy dated September 15, 2021 as presented and agree in principle with the policy; and

That Council direct staff to revise the vaccination policy to include clearer provisions under the "Accommodation" section of the policy as discussed; and

That Council direct staff 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 while the policy is being revised; and

That Council consider approving a revised Southgate COVID-19 Vaccination Policy by Municipal By-law at the October 6, 2021 meeting, as discussed.

Carried No. 2021-528

Staff Comments

Staff have updated the Southgate COVID-19 Vaccination Policy #87 with Council's request and staff recommended changes based on employee discussions, information since received from the Province and observations from other municipal policies. The following changes have been made or added to the Southgate COVID-19 Vaccination Policy:

1. Policy #87 updates made between September 9, 2021 to September 22, 2021:
 - **Section 2 - "Purpose"**
 - Changed the words "it is medically contraindicated" to "accommodation is requested".
 - **Section 6(d) - "Employees"**
 - Added the words "or accommodation documentation".
 - **Section 7 "Vaccination Requirement"** – Removed this section.
*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***
 - **Section 8 (changed to Section 7) "Vaccination Process and Timelines:**
 - Changed timelines to reflect staff timelines vs Council and Committee members. This change was done because proof will not be requested for Council and Committee members until the final policy is approved by by-law.
 - November 15th changed to add "with Council review" to fulfill requests by some Council members for a council review of all layoffs and terminations in relation to this policy.
 - **Section 9 (b) "Accommodation Request Process":**
 - To clarify the process when accommodations are requested we added the following wording to add more confidence in the policy we inserted, "Only in extreme circumstances will the Township proceed with layoff or termination actions and will have the decision reviewed by Council."
 - **Section 10 (changed to Section 9) Accommodations**
 - Reformatted sections to break into section A "An employee that does not provide proof of full vaccination must" with the three steps that must be taken if an individual is not going to provide proof of vaccination which includes:
 - Attend mandatory education training
 - Rapid Antigen Testing
 - Written Accommodation request
2. Added to Policy #87 three forms for the 3 different types of possible requests accommodation:

- Request for COVID-19 Vaccination Exemption – Statement of Creed/Religious Belief Form (Attachment #2)
- Request for COVID-19 Vaccination Exemption – Reporting Confirmation from a Medical Professional Form (Attachment #3)
- Request for COVID-19 Vaccination Exemption - General Accommodation Form (Attachment #4)

Antigen Testing Protocol

Staff created the “COVID-19 Rapid Antigen Testing Protocol” document (Attachment #5) complimentary to the COVID-19 Vaccination Policy to provide direction to those employees that must follow the protocol, as well as to provide assurance to vaccinated employees that the Township of Southgate is committed to a healthy and safe workplace.

Staff recommend that Council approve the Southgate COVID-19 Vaccination Policy as presented by municipal By-law and receive the COVID-19 Rapid Antigen Testing Protocol at the October 6, 2021 meeting.

Addendum Changes and Policy Updates

1. Section 3 – The policy has been changed to require new hires to be fully vaccinated and have removed “or accommodation documentation” in this section. This change has been made as a very high percentage of municipal vaccination policies in this area require newly hired employees to be fully vaccinated.
2. Section 4(d) – Added a reference to the future and that if any booster vaccination shot(s) are required by the Ministry of Health this would be a requirement of maintaining a Fully Vaccinated status. If a COVID-19 Vaccine booster shot becomes required in order to maintain immunity from COVID-19, this will be required in order to be considered fully vaccinated under this policy
3. Section 4(e) – Removed references of the 2 doses for AstraZeneca, Moderna and Pfizer-BioNTech, in order to avoid confusion on mixing of doses. We left the one dose reference for the Janssen (Johnson & Johnson product) to provide clarity in the document.
4. Section 6(d) – The policy has been changed to require new hires to be fully vaccinated, so we have removed the words “or accommodation documentation” in last point of this section. This change has been made as a very high percentage of municipal vaccination policies in this area require newly hired employees to be fully vaccinated.

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 communicate with each employee to confirm vaccination status, deliver staff education and training if required to some staff, to review

accommodation requests and to recruit/hire casual and/or part time replacement staff to infill and support the municipal operation if required.

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, students 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 by vaccinations 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 CAO2021-065 as information.
2. That Council approve the Southgate Vaccination Policy as presented.
3. That Council receive the COVID-19 Rapid Antigen Testing Protocol as presented.
4. That Council approve the Southgate Vaccination Policy by municipal By-law at the October 6, 2021 meeting.
5. The Human Resources Coordinator has created the COVID-19 Vaccination Education Module: Making an Informed Decision document include in this report as Attachment #6.

Respectfully Submitted,

CAO approval: Original Signed By

Dave Milliner – CAO

dmilliner@southgate.ca

519-923-2110 x210

- Attachment 1 – Southgate Policy #87 COVID-19 Vaccination Policy
- Attachment 2 – Request for COVID-19 Vaccination Exemption – Statement of Creed/Religious Belief Form
- Attachment 3 – Request for COVID-19 Vaccination Exemption – Reporting Confirmation from a Medical Professional Form
- Attachment 4 – Request for COVID-19 Vaccination Exemption - General Accommodation Form
- Attachment 5 – COVID-19 Rapid Antigen Testing Protocol
- Attachment 6 – COVID-19 Vaccination Education Module: Making an Informed Decision



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 accommodation is requested. 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 full vaccination against COVID-19 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.

If a COVID-19 Vaccine booster shot becomes required in order to maintain immunity from COVID-19, this will be required in order to be considered fully vaccinated under this policy.

- 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**
 - ii. **Moderna**
 - iii. **Pfizer-BioNTech**
 - 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 full vaccination prior to beginning employment with the Township.

7. Vaccination Process and Timelines

- September 20, 2021
 - Human Resources will request proof of vaccination or written accommodation request in accordance with below sections to all current staff and volunteers.
- September 30, 2021
 - Staff must provide proof of vaccination of at least their first vaccination or written accommodation request if not previously provided.
- October 8, 2021
 - Human Resources will request proof of vaccination or written accommodation request in accordance with below sections to all Council members and Committee members who wish to attend in-person meetings.
- October 15, 2021
 - All Employees that have not provided proof of vaccination must attend a mandatory Health & Safety training session about COVID-19 by this date.
 - All Employees that have provided written accommodation requests must attend a mandatory meeting with Human Resources by this date.
 - Employees that have provided proof of one dose of a two-dose series of vaccination and intend on getting their second dose once eligible, are not required to attend the COVID-19 training session.



- October 31, 2021
 - Employees must provide proof they are fully vaccinated; and/or
 - 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 and/or have not provided written accommodation request by this date will be placed on an unpaid leave of absence with Council review.

8. 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.

9. Accommodations

a. An employee that does not provide proof of full vaccination must:

- Attend mandatory Health & Safety education training about COVID-19 and vaccinations.
- Require regular Rapid Antigen Testing be completed and confirmation will be required. A Southgate Rapid Antigen Testing protocol will provide greater detail.
- Request an exemption and/or accommodation in writing by completing one of three forms available depending on the circumstances surrounding the exemption/accommodation:



- 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 completing "Request for COVID-19 Vaccination Exemption - Statement of Creed/Religious Belief Form" (Schedule A); or
- Employees who are not able to obtain a COVID-19 vaccine for a reason related to a medical exemption can request accommodation by completing the "Request for COVID-19 Vaccination Exemption – Reporting Confirmation from a Medical Professional Form" (Schedule B). Section 3 of the form must be completed by a regulated health care professional such as a Physician or Nurse Practitioner; or
- All other accommodation requests will complete the "Request for COVID-19 Vaccination Exemption - General Accommodation Form" (Schedule C) and send to Human Resources.
- All accommodation requests must include details on how that employee can deliver on their job description and their responsibilities in all aspects and the actions they will take related to common workspaces, 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 within the workplace in relation to COVID-19 transmission and outbreak health and safety concerns.

b. Accommodation Request Process

- All accommodation requests will be reviewed by Human Resources and required senior management in order to evaluate what accommodations can be made.
- The employee requesting the accommodation will work with Human Resources and if necessary senior management, to create an agreed upon accommodation plan.
- All approved accommodations are subject to additional safety protocols including but not limited to greater isolation rules.
- The Township commits to working with employees to provide accommodation until undue hardship. Only in extreme circumstances will the Township proceed with layoff or termination actions and will have the decision reviewed by Council.

10. 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.

11. 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.

12. 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.

13. 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.

14. Consequences of Non-Compliance with Policy

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



Request for COVID-19 Vaccination Exemption - Statement of Creed/Religious Belief Form

Section 1: Requester (Employee)

To be completed by the individual employed directly by the Township of Southgate (employee)

Employee Name:	Date of Request:
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Section 2: Important Information – Please read

The Township of Southgate requires that all employees who work at the Township show proof of COVID-19 vaccination unless they have a valid exemption. In order to receive a valid exemption for creed/religious reasons, an individual must complete this Statement of Creed/Religious Belief form and must submit the properly completed form to the Human Resources department.

Section 3: Declaration of Requester

Please explain within the text box below or by way of an attached letter why you are unable to be vaccinated due to your religion/creed. Please ensure you provide background on your religious belief/creed and connect the religious belief/creed to the reason you are requesting an exemption. If possible, please provide supporting documentation published by religious leaders or others practicing your religion/creed.



Section 4: Accommodation Request Details

Please explain within the text box below or by way of an attached letter details on how you can deliver your job description and responsibilities in all aspects and what actions you will take related to common workspaces, equipment use, dealing with members of the public, etc. The request must include how you will respect and protect the safety of all co-workers you may come into contact with within the workplace in relation to COVID-19 transmission and outbreak health and safety concerns.

Section 5: Important Information – Please read

I, _____ am an employee of the Township of Southgate and make oath or solemnly affirm and say as follows:

1. The requirements of the Township's vaccination policy for persons working at the Township of Southgate conflict with my sincerely held beliefs and convictions based on my creed/religion.
2. I understand that the Grey Bruce Public Health Unit or the Township may impose additional restrictions or requirements on me for health and safety reasons which may not apply to others at the Township who have been fully vaccinated.
3. I understand that the Township may require me to follow additional health and safety protocols, including, but not limited to:
 - a. Mandatory COVID testing and disclosure of test results
 - b. Masking and/or physical distancing; and/or
 - c. Education Sessions
4. I understand that I may choose to be vaccinated at a later date.
5. I request that I be exempted from the proof of vaccination requirements of the Township of Southgate.



Section 6: Staff Acknowledgement and Signature

By signing this form, I understand that information confirming my exemption (if one is required) will be collected by the Township of Southgate Human Resources department who will confirm my exemption status, as necessary for health and safety purposes, and with my manager.

Employee Signature

Date (dd/mm/yyyy)

Your information on this form is collected, used, and disclosed for the purposes set out above, in accordance with Municipal Freedom of Information and Protection of Privacy Act and consistent with the reasons and purposes set out in the Township's COVID-19 Vaccine Policy. Questions regarding the collection, use, and disclosure of your information may be directed to Human Resources. The use of the information reported on this form will be only used internally for review by Human Resources in consultation with the CAO and Department Head for the purposes of determining accommodation approval in relation to the job description responsibilities. If approved the requirements to accommodate the employee if possible will be determined and reported back to the employee in a confidential letter format.

The COVID-19 Vaccine Exemption Form will be filed in a confidential location and not the employee's personnel file.



Request for COVID-19 Vaccination Exemption - Reporting Confirmation from a Medical Professional Form

The medical exemptions outlined below are derived from National Advisory Committee on Immunization (NACI) and the Ontario Ministry of Health guidance document on Medical Exemptions to COVID-19 Vaccination.

Section 1:

To be completed by the staff employed directly by the Township of Southgate (employee)

To be completed by Staff: <input type="checkbox"/> Initial Form <input type="checkbox"/> Follow-up Form	
Employee Name:	
I have requested a medical exemption to the Policy #87 COVID-19 Vaccination Policy from (start date)_____ to (end date) _____. (if applicable)	
I consent to releasing the information outlined below to my employer, in accordance with provisions of provincial legislation/statutes and the Township of Southgate's Policies and Procedures. By signing below, I am authorizing any health professional who treats me to provide me and my employer with information about my medical accommodation requirement.	
_____ Employee Signature	_____, 20____ Date

Section 2: Accommodation Request Details

Please explain within the text box below or by way of an attached letter details on how you can deliver your job description and responsibilities in all aspects and what actions you will take related to common workspaces, equipment use, dealing with members of the public, etc. The request must include how you will respect and protect the safety of all co-workers you may come into contact with within the workplace in relation to COVID-19 transmission and the prevention of an outbreak as an employee working group and public health and safety concerns.



Section 3: Medical Professional Details

To be completed by a Physician or Nurse Practitioner

All information provided in this form is confidential and will be used only for the intended purposes set out in this form.

Declaration of Regulated Health Professional

I, _____, certify that, for medical reasons
(Name of Regulated Health Professional) (Last Name, First Name)

indicated below, the above named individual should be exempted from taking the COVID-19 Vaccine. The specific reasons and length of exemption are indicated. The time period for temporary medical exemption is indicated.

The above staff member of the Township of Southgate requires a medical exemption to the COVID-19 vaccine because the individual has met one of the following approved medical exemptions noted below:

☐ Severe allergic reaction or anaphylaxis to a previous dose of a COVID-19 vaccine or to any of its components.

- i. Has your patient been assessed by an allergist/ immunologist to review methods for possible (re)administration of a COVID-19 vaccine. Yes ☐ No ☐
- ii. If not assessed by an allergist/ immunologist, has the referral been initiated?
Yes ☐ No ☐, if not please explain why?

☐ Delaying second dose because of a diagnosed episode of myocarditis/pericarditis after receipt of an initial dose of an mRNA vaccine.

☐ For time-limited reasons (e.g., timing around a procedure, present condition or other medical treatment).

- i. If time-limited, please indicate how long it is expected to last:

☐ Thrombosis and thrombocytopenia following vaccination: Patients who have experienced venous or arterial thrombosis with thrombocytopenia following vaccination with a viral vector COVID-19 vaccine should not receive a second dose of a viral vector COVID-19 vaccine.

- i. To be re-evaluated on: _____ (dd/mm/yyyy)

☐ Other: Based on new and emerging information on medical contraindications of receiving the COVID-19 vaccine (please provide details below).

Length of Exemption:

☐ Permanent

TOWNSHIP OF SOUTHGATE
Policy # 87
COVID-19 Vaccination Policy
DRAFT: Updated September 22, 2021



Schedule B

☐ Temporary

_____ to _____
From (YYYY/MM/DD) To (YYYY/MM/DD)

Please provide any additional comments necessary and advise the possible methods of accommodation.

Office Stamp:

Medical Practice Specialty: _____

Health Care Provider Name: _____

Signature of Health Care Provider: _____

Date of Assessment (dd/mm/yyyy): _____

Your information on this form is collected, used, and disclosed for the purposes set out above, in accordance with Municipal Freedom of Information and Protection of Privacy Act and consistent with the reasons and purposes set out in the Township's COVID-19 Vaccine Policy. Questions regarding the collection, use, and disclosure of your information may be directed to Human Resources. The use of the information reported on this form will be only used internally for review by Human Resources in consultation with the CAO and Department Head for the purposes of determining accommodation approval in relation to the job description responsibilities. If approved the requirements to accommodate the employee if possible will be determined and reported back to the employee in a confidential letter format.

The COVID-19 Vaccine Exemption Form will be filed in a confidential location and not the employee's personnel file.



Request for COVID-19 Vaccination Exemption – General Accommodation Form

Section 1: Requester (Employee)

To be completed by the individual employed directly by the Township of Southgate (employee)

Employee Name:	Date of Request:
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Section 2: Important Information – Please read

The Township of Southgate requires that all employees who work at the Township show proof of COVID-19 vaccination unless they request an accommodation. In order to receive a valid exemption for reasons NOT related to medical or creed/religious reasons, an individual must complete this form with justification for their proposed accommodation in relation to their job description responsibilities being achieved. The employee must submit the properly completed form to the Human Resources department.

Section 3: Exemption Request

Please explain within the text box below or by way of an attached letter that you are requesting an accommodation from the Proof of COVID-19 Vaccinations and that these reasons are not related to medical or creed/religious exemptions.



Section 4: Accommodation Request Details

Please explain within the text box below or by way of an attached letter details on how you can deliver your job description and responsibilities in all aspects and what actions you will take related to common workspaces, equipment use, dealing with members of the public, etc. The request must include how you will respect and protect the safety of all co-workers you may come into contact with within the workplace in relation to COVID-19 transmission and outbreak health and safety concerns.

Section 5: Important Information – Please read

I, _____ am an employee of the Township of Southgate and make oath or solemnly affirm and say as follows:

1. The requirements of the Township's vaccination policy for persons working at the Township of Southgate conflict with my sincerely held concerns.
2. I understand that the Grey Bruce Public Health Unit or the Township may impose additional restrictions or requirements on me for health and safety reasons which may not apply to others at the Township who have been fully vaccinated.
3. I understand that the Township may require me to follow additional health and safety protocols, including, but not limited to:
 - a. Mandatory COVID testing and disclosure of test results; and/or
 - b. Masking and/or physical distancing; and/or



c. Education Sessions.

4. I understand that I may choose to be vaccinated at a later date.

5. I request that I be exempted from the proof of vaccination requirements of the Township of Southgate.

Section 5: Staff Acknowledgement and Signature

By signing this form, I understand that information confirming my exemption (if one is required) will be collected by the Township of Southgate Human Resources department who will confirm my exemption status, as necessary for health and safety purposes, and with my manager.

Employee Signature

Date (dd/mm/yyyy)

Your information on this form is collected, used, and disclosed for the purposes set out above, in accordance with Municipal Freedom of Information and Protection of Privacy Act and consistent with the reasons and purposes set out in the Township's COVID-19 Vaccine Policy. Questions regarding the collection, use, and disclosure of your information may be directed to Human Resources. The use of the information reported on this form will be only used internally for review by Human Resources in consultation with the CAO and Department Head for the purposes of determining accommodation approval in relation to the job description responsibilities. If approved the requirements to accommodate the employee if possible will be determined and reported back to the employee in a confidential letter format.

The COVID-19 Vaccine Exemption Form will be filed in a confidential location and not the employee's personnel file.



COVID-19 Rapid Antigen Testing Protocol

Purpose

The purpose of this protocol is to describe the procedures for Rapid Antigen Testing for unvaccinated employees with the Township of Southgate. Regular Rapid Antigen Testing is used as a measure to assist in infection control to reduce transmission and spread of COVID-19.

Definitions

"Rapid Antigen Test" - means a point-of-care rapid antigen test for the novel coronavirus known as COVID-19 with results in fifteen (15) minutes.

"Asymptomatic" means an employee has no COVID-19 symptoms.

"Employee" for the purpose of this procedure includes all Township of Southgate staff, volunteers, students, Council and Committee members.

"PCR Test" means a validated real-time polymerase chain reaction (PCR) laboratory test for the novel coronavirus causing the disease known as COVID-19.

"Symptomatic" means individuals with at least one symptom of COVID-19, even for mild symptoms. Rapid Antigen testing is not appropriate for symptomatic employees.

"Unvaccinated" means an employee who has not been partially or fully immunized or has received a full course of vaccination however it has been less than 14 days since the final COVID-19 vaccine.

Scope

This procedure applies to all unvaccinated employees including those that have approved accommodation requests under Southgate's Policy #87 COVID-19 Vaccination Policy.

Rapid Antigen Testing Requirements

- Rapid Antigen Testing is required for all employees who have not provided proof of vaccination.
- Screening for asymptomatic employees is required at prescribed intervals in non-outbreak conditions:
 - The Medical Officer of Health for the Grey Bruce Health Unit has recommended twice weekly rapid antigen testing in non-outbreak conditions for employees who regularly attend Township facilities. This frequency may increase in outbreak conditions and/or as recommended by the Chief Medical Officer of Health.
 - For casual staff or employees who work onsite less than two times per week, rapid antigen screening is required prior to the start of each scheduled working shift or prior to entering the Township facility.
 - Employees are required to disclose the results of the Rapid Antigen Testing as required following the process outlined below.
- Rapid Antigen Testing is only appropriate for Asymptomatic Employees. If employees have COVID-19 symptoms, do not use the Rapid Antigen Testing Kit, immediately notify their supervisor that they cannot attend work and arrange for a COVID-19 PCR test at the closest COVID-19 Assessment Centre at the earliest appointment available.

Procedure

1. Employees will participate in a training session to ensure competency in utilizing a Rapid Antigen Testing Kit. Training sessions will be scheduled by Human Resources.

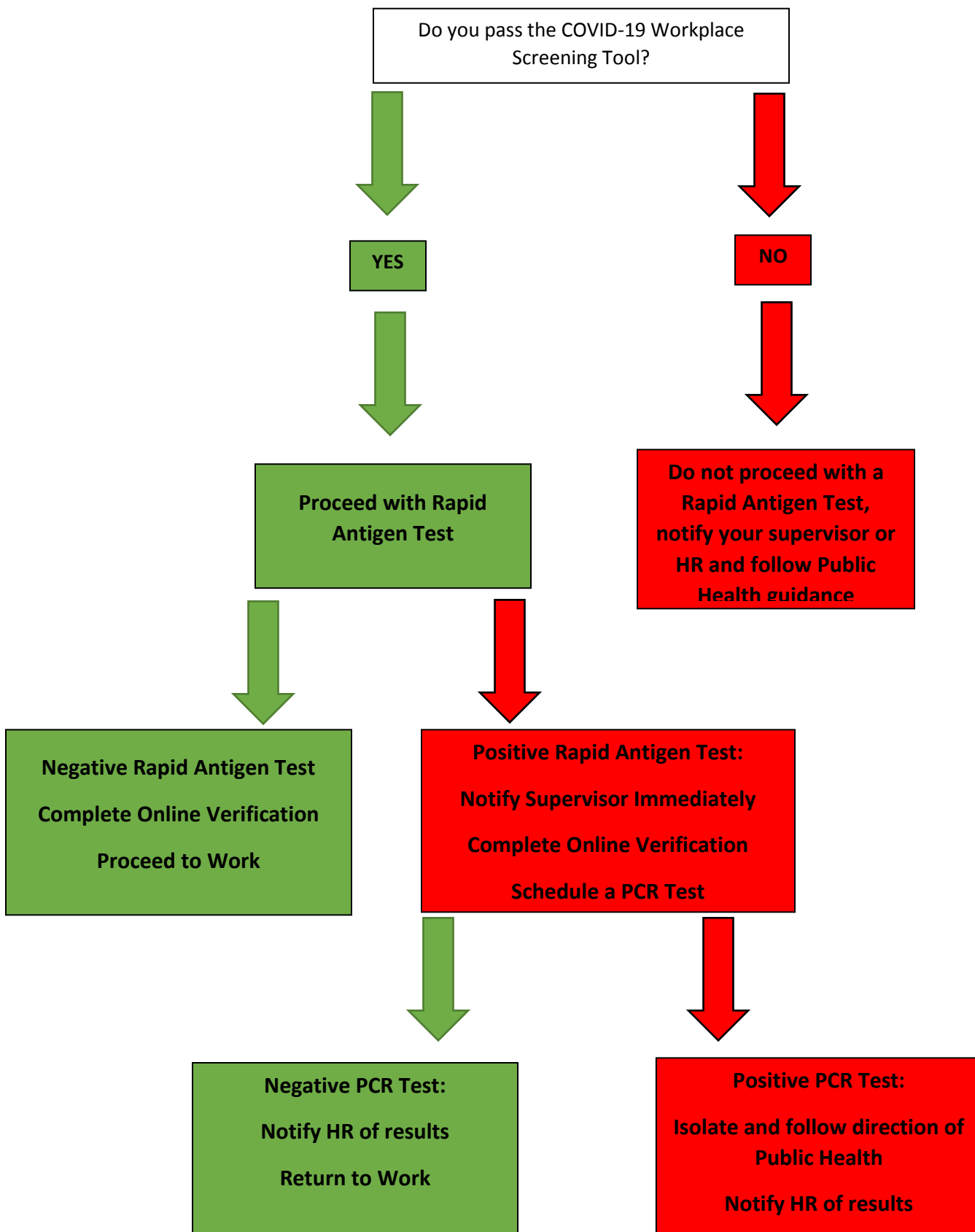


Temporary SOP: COVID-19 Rapid Antigen Testing

2. Once training has been completed employees will be provided with a Rapid Antigen Testing Kit if available to perform self-administered testing in their homes/offsite.
3. Screening will be completed at intervals recommended and the employee will complete a confidential online rapid antigen testing verification report following the test completion.
4. Employees who receive a negative test result may attend work as scheduled following the submission of their report on the online rapid antigen testing verification report.
5. Employees who receive a positive test shall:
 - a. Immediately notify their supervisor that they are unable to attend work; and
 - b. Arrange for a COVID-19 PCR test at the closest COVID-19 Assessment Centre at the earliest appointment available; and
 - c. Report the positive test result on the online rapid antigen testing verification report.
 - d. Following the results of the PCR test, if the test is negative the employee can return to work. If the PCR test is positive, the employee shall follow the advice and direction of the Public Health Unit regarding isolation and subsequent approval by Public Health Unit to return to work.
 - e. The employee must notify Human Resources of the PCR test result.
 - f. Any time off associated with a positive Rapid Antigen Test or PCR test shall be in accordance with Sick Time as outlined in Policy #1 Personnel Policy.
6. The Township of Southgate expects all employees to be truthful when answering the online verification and will from time to time complete an audit where they will ask for proof of the test on the day the verification was completed. This request will be done within two (2) hours of the verification.

Rapid Antigen Test Kit Costs

- If the test kits are available to the Township free of charge, they will be ordered and supplied to the individuals that are required to use them.
- If the test kits are no longer available for free to the Township, the Township will try to order the test kits at a lower cost and the cost will be passed onto the individual employee(s) that require them.
- If the test kits are no longer available for the Township to order, employees will be required to purchase their own test kits and/or attend a Rapid Antigen private testing facility such as a pharmacy or LifeLabs and all costs associated will be the responsibility of the employee.
- The test kits provided are only to be used in accordance with this protocol and are not to be shared with others or used outside of the required timelines outlined above.



COVID-19 Vaccination Education Module: Making an Informed Decision

Provided by



with assistance from



Purpose of the COVID-19 Vaccine Education Module



COMMITMENT TO
KEEPING OUR
COMMUNITIES
SAFE



ALONG WITH THE
EXISTING
MEASURES, THE
COVID-19
VACCINE IS THE
MOST EFFECTIVE
WAY TO PREVENT
COVID-19
PREVENTION



THIS EDUCATION
SESSION IS
INTENDED TO
PROVIDE
INFORMATION ON
COVID-19 AND
THE VACCINE

COVID-19 Impact

Infection Rate:

- Over 219 million worldwide have been infected
- Disproportionate rates among visible minorities

Death Rate:

- Over 4.6 million deaths worldwide
- Variants of concern - 4x rate of ICU admission, 2x the risk of death

Health System and Society:

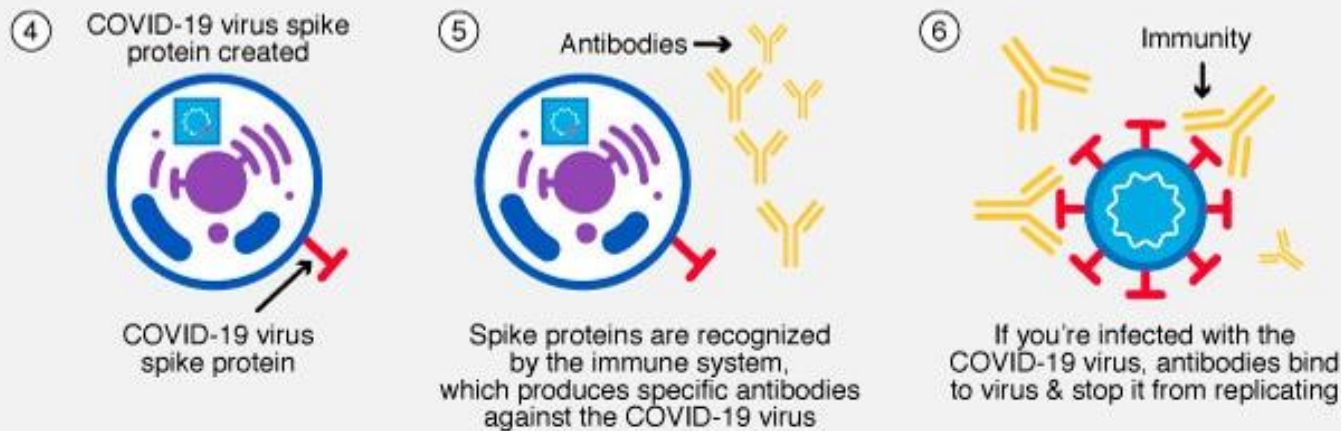
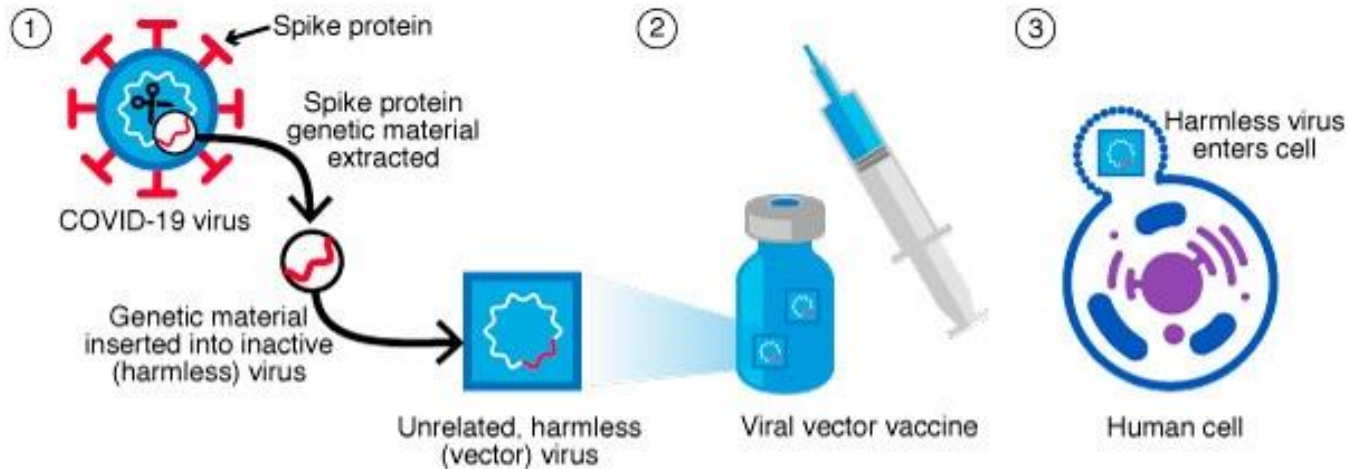
- Over 250,000 surgeries delayed in Ontario
- Restrictions on daily life and contact with friends and family

Benefits of COVID-19 Vaccination

- ▶ The vaccine significantly reduces your risk of becoming infected with COVID-19.
- ▶ If you do get COVID-19 after vaccination, symptoms will be less severe.
- ▶ Vaccination helps achieve community immunity within the population as we all depend on each other.
- ▶ It's your best defense to protect yourself and your contacts.
- ▶ Your vaccine might stop the infection from reaching someone who won't survive it.



How the COVID-19 Vaccines Work



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Do COVID-19 Vaccines Work?

Vaccines have a
70-95% efficacy
rate

Canada is
currently around
65% vaccinated

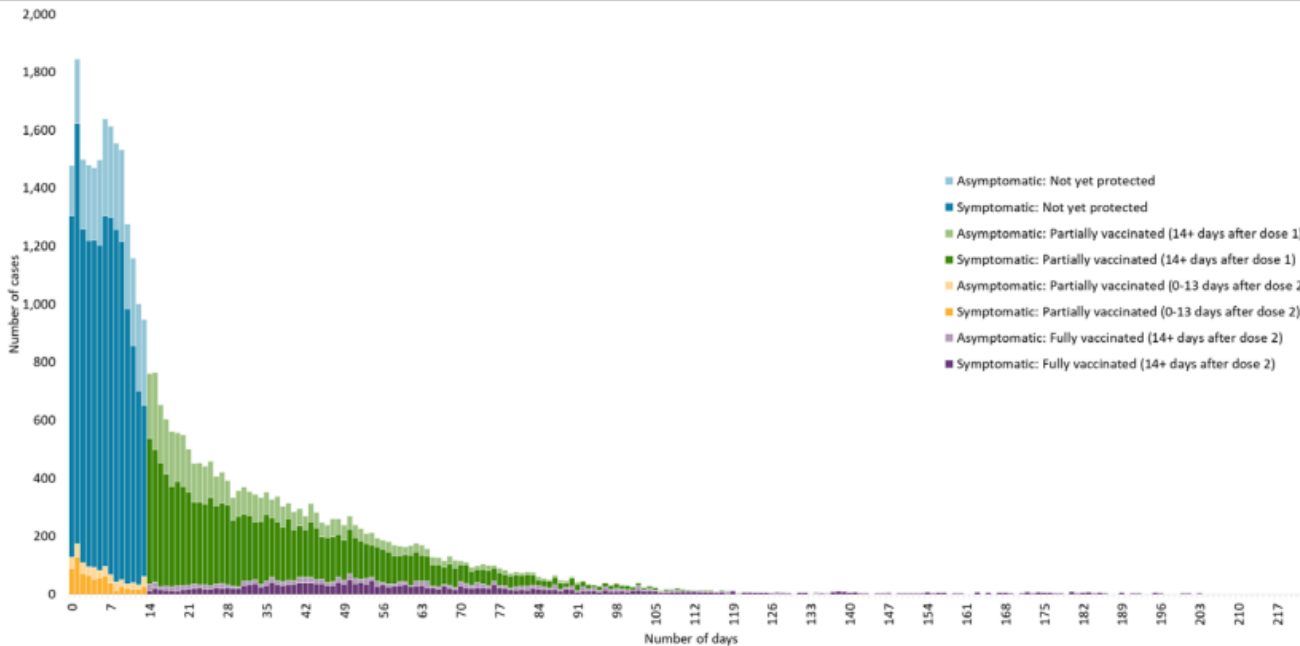
Less than 1% of
those vaccinated
become sick with
COVID-19

Less likely to
transmit to
others

In Ontario, 88% of
those in ICU with
COVID-19 are
unvaccinated

Vaccine Effectiveness

Confirmed post-vaccination cases by COVID-19 by number of days between dose administration and symptom onset: Ontario, December 14, 2020 to August 21, 2021



Is the COVID-19 Vaccine Safe?

Safety Checks in Developmental Process:

- All steps to evaluate safety, efficacy and quality were met in the approval process
- There were no serious side effects in the clinical trials

Monitoring:

- As of Aug 28, 2021: Over 53 million doses in Canada, only 3768 serious side effects were reported (0.007%)

Mild Side Effects:

- Pain at the injection site, fatigue, headache, chills, fever or muscle pain (especially after 2nd dose)

Is the COVID-19 Vaccine Safe?

Safety Checks in Developmental Process:

- “All COVID-19 vaccines authorized in Canada are proven safe, effective and of high quality” (canada.ca)

Are They Approved:

- Pfizer-BioNTech and Moderna are approved by Health Canada
- Pfizer-BioNTech was FDA approved on August 23, 2021

Why were they approved so fast:

- In order to be used in Canada, all drugs, including vaccines, must meet the regulatory requirements for safety, efficacy, and quality. Usually, this review process can take a long however, these vaccines are so important to our society they went right to the front of the line, allowing the process to be quicker than usual.

Additional Vaccine Safety Information

Bell's Palsy

- Clinical trials: 4 out of 22,000
- Consistent with expected rate in general population
- Does not suggest it was caused by the vaccine

Anaphylaxis

- Reported at rate of 0.004%
- Rate consistent with other common vaccines
- Much lower rate than common medications like penicillin

Blood Clots:

- For AstraZeneca, very rare: 1 per 55,000 first doses administered
- COVID-19 illness increases the risk of blood clots

Risks of Not Getting the Vaccine

General Public Death Rates

- As of September 9, 2021 in Canada, over 1.53 million COVID-19 infection cases with over 27,000 deaths.
- Death rate at 1.7%

Long Term Illness Rates

- Many COVID-19 patients have at least one persistent symptom 6 months after infection
- This is called 'Long COVID'

Not Getting Back to Normal

- Travel restrictions in place
- Limitations on gatherings with family and friends

Why should I get a COVID-19 Vaccine?

Herd Immunity

- The pandemic will not end until a large majority of Canadians are vaccinated.
- The vaccine is the only foreseeable way to end the COVID-19 pandemic.
- While the vaccine will protect each of us individually, the primary goal of a vaccine program is to immunize a large majority of the population so that COVID-19 can no longer spread.

For Others

- Even if you are not high-risk, there are other individuals in your community who may be high-risk and immunocompromised, which means their immune systems are not strong enough to receive a vaccine.
- When a large majority of the community is vaccinated, this protects individuals who are immunocompromised because it reduces the chances that a virus can spread throughout the community and infect that immunocompromised individual who could not receive the vaccine.

Book Your Vaccine Today!



**Book your
appointment today to
receive the COVID-19
Vaccine:**

www.covid-19.Ontario.ca/book-vaccine

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

BY-LAW NUMBER 2021-148

being a By-law to adopt a "COVID-19 Vaccination Policy"
known as Policy Number 87

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

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

Whereas the Council of The Township of Southgate has deemed it desirable to adopt a policy with respect to COVID-19 Vaccination,

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

1. **That** the "COVID-19 Vaccination Policy" known as Policy No. 87, attached hereto as Schedule A is hereby adopted; and
2. **That** By-law 2021-062 is hereby repealed; and
3. **That** this by-law shall come into force and effect on the date of its passing.

Read a first, second and third time and finally passed this 6th day of October, 2021.

John Woodbury – Mayor

Lindsey Green – Clerk



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 accommodation is requested. 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 full vaccination against COVID-19 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.

If a COVID-19 Vaccine booster shot becomes required in order to maintain immunity from COVID-19, this will be required in order to be considered fully vaccinated under this policy.

- 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**
 - ii. **Moderna**
 - iii. **Pfizer-BioNTech**
 - 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 full vaccination prior to beginning employment with the Township.

7. Vaccination Process and Timelines

- September 20, 2021
 - Human Resources will request proof of vaccination or written accommodation request in accordance with below sections to all current staff and volunteers.
- September 30, 2021
 - Staff must provide proof of vaccination of at least their first vaccination or written accommodation request if not previously provided.
- October 8, 2021
 - Human Resources will request proof of vaccination or written accommodation request in accordance with below sections to all Council members and Committee members who wish to attend in-person meetings.
- October 15, 2021
 - All Employees that have not provided proof of vaccination must attend a mandatory Health & Safety training session about COVID-19 by this date.
 - All Employees that have provided written accommodation requests must attend a mandatory meeting with Human Resources by this date.
 - Employees that have provided proof of one dose of a two-dose series of vaccination and intend on getting their second dose once eligible, are not required to attend the COVID-19 training session.



- October 31, 2021
 - Employees must provide proof they are fully vaccinated; and/or
 - 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 and/or have not provided written accommodation request by this date will be placed on an unpaid leave of absence with Council review.

8. 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.

9. Accommodations

a. An employee that does not provide proof of full vaccination must:

- Attend mandatory Health & Safety education training about COVID-19 and vaccinations.
- Require regular Rapid Antigen Testing be completed and confirmation will be required. A Southgate Rapid Antigen Testing protocol will provide greater detail.
- Request an exemption and/or accommodation in writing by completing one of three forms available depending on the circumstances surrounding the exemption/accommodation:



- 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 completing "Request for COVID-19 Vaccination Exemption - Statement of Creed/Religious Belief Form" (Schedule A); or
- Employees who are not able to obtain a COVID-19 vaccine for a reason related to a medical exemption can request accommodation by completing the "Request for COVID-19 Vaccination Exemption – Reporting Confirmation from a Medical Professional Form" (Schedule B). Section 3 of the form must be completed by a regulated health care professional such as a Physician or Nurse Practitioner; or
- All other accommodation requests will complete the "Request for COVID-19 Vaccination Exemption - General Accommodation Form" (Schedule C) and send to Human Resources.
- All accommodation requests must include details on how that employee can deliver on their job description and their responsibilities in all aspects and the actions they will take related to common workspaces, 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 within the workplace in relation to COVID-19 transmission and outbreak health and safety concerns.

b. Accommodation Request Process

- All accommodation requests will be reviewed by Human Resources and required senior management in order to evaluate what accommodations can be made.
- The employee requesting the accommodation will work with Human Resources and if necessary senior management, to create an agreed upon accommodation plan.
- All approved accommodations are subject to additional safety protocols including but not limited to greater isolation rules.
- The Township commits to working with employees to provide accommodation until undue hardship. Only in extreme circumstances will the Township proceed with layoff or termination actions and will have the decision reviewed by Council.

10. 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.

11. 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.

12. 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.

13. 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.

14. Consequences of Non-Compliance with Policy

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



Request for COVID-19 Vaccination Exemption - Statement of Creed/Religious Belief Form

Section 1: Requester (Employee)

To be completed by the individual employed directly by the Township of Southgate (employee)

Employee Name:	Date of Request:
----------------	------------------

Section 2: Important Information – Please read

The Township of Southgate requires that all employees who work at the Township show proof of COVID-19 vaccination unless they have a valid exemption. In order to receive a valid exemption for creed/religious reasons, an individual must complete this Statement of Creed/Religious Belief form and must submit the properly completed form to the Human Resources department.

Section 3: Declaration of Requester

Please explain within the text box below or by way of an attached letter why you are unable to be vaccinated due to your religion/creed. Please ensure you provide background on your religious belief/creed and connect the religious belief/creed to the reason you are requesting an exemption. If possible, please provide supporting documentation published by religious leaders or others practicing your religion/creed.



Section 4: Accommodation Request Details

Please explain within the text box below or by way of an attached letter details on how you can deliver your job description and responsibilities in all aspects and what actions you will take related to common workspaces, equipment use, dealing with members of the public, etc. The request must include how you will respect and protect the safety of all co-workers you may come into contact with within the workplace in relation to COVID-19 transmission and outbreak health and safety concerns.

Section 5: Important Information – Please read

I, _____ am an employee of the Township of Southgate and make oath or solemnly affirm and say as follows:

1. The requirements of the Township's vaccination policy for persons working at the Township of Southgate conflict with my sincerely held beliefs and convictions based on my creed/religion.
2. I understand that the Grey Bruce Public Health Unit or the Township may impose additional restrictions or requirements on me for health and safety reasons which may not apply to others at the Township who have been fully vaccinated.
3. I understand that the Township may require me to follow additional health and safety protocols, including, but not limited to:
 - a. Mandatory COVID testing and disclosure of test results
 - b. Masking and/or physical distancing; and/or
 - c. Education Sessions
4. I understand that I may choose to be vaccinated at a later date.
5. I request that I be exempted from the proof of vaccination requirements of the Township of Southgate.



Section 6: Staff Acknowledgement and Signature

By signing this form, I understand that information confirming my exemption (if one is required) will be collected by the Township of Southgate Human Resources department who will confirm my exemption status, as necessary for health and safety purposes, and with my manager.

Employee Signature

Date (dd/mm/yyyy)

Your information on this form is collected, used, and disclosed for the purposes set out above, in accordance with Municipal Freedom of Information and Protection of Privacy Act and consistent with the reasons and purposes set out in the Township's COVID-19 Vaccine Policy. Questions regarding the collection, use, and disclosure of your information may be directed to Human Resources. The use of the information reported on this form will be only used internally for review by Human Resources in consultation with the CAO and Department Head for the purposes of determining accommodation approval in relation to the job description responsibilities. If approved the requirements to accommodate the employee if possible will be determined and reported back to the employee in a confidential letter format.

The COVID-19 Vaccine Exemption Form will be filed in a confidential location and not the employee's personnel file.



Request for COVID-19 Vaccination Exemption - Reporting Confirmation from a Medical Professional Form

The medical exemptions outlined below are derived from National Advisory Committee on Immunization (NACI) and the Ontario Ministry of Health guidance document on Medical Exemptions to COVID-19 Vaccination.

Section 1:

To be completed by the staff employed directly by the Township of Southgate (employee)

To be completed by Staff: <input type="checkbox"/> Initial Form <input type="checkbox"/> Follow-up Form	
Employee Name: _____	
I have requested a medical exemption to the Policy #87 COVID-19 Vaccination Policy from (start date)_____ to (end date) _____. (if applicable)	
I consent to releasing the information outlined below to my employer, in accordance with provisions of provincial legislation/statutes and the Township of Southgate's Policies and Procedures. By signing below, I am authorizing any health professional who treats me to provide me and my employer with information about my medical accommodation requirement.	
_____ Employee Signature	_____, 20____ Date

Section 2: Accommodation Request Details

Please explain within the text box below or by way of an attached letter details on how you can deliver your job description and responsibilities in all aspects and what actions you will take related to common workspaces, equipment use, dealing with members of the public, etc. The request must include how you will respect and protect the safety of all co-workers you may come into contact with within the workplace in relation to COVID-19 transmission and the prevention of an outbreak as an employee working group and public health and safety concerns.



Section 3: Medical Professional Details

To be completed by a Physician or Nurse Practitioner

All information provided in this form is confidential and will be used only for the intended purposes set out in this form.

Declaration of Regulated Health Professional

I, _____, certify that, for medical reasons
(Name of Regulated Health Professional) (Last Name, First Name)

indicated below, the above named individual should be exempted from taking the COVID-19 Vaccine. The specific reasons and length of exemption are indicated. The time period for temporary medical exemption is indicated.

The above staff member of the Township of Southgate requires a medical exemption to the COVID-19 vaccine because the individual has met one of the following approved medical exemptions noted below:

☐ Severe allergic reaction or anaphylaxis to a previous dose of a COVID-19 vaccine or to any of its components.

- i. Has your patient been assessed by an allergist/ immunologist to review methods for possible (re)administration of a COVID-19 vaccine. Yes ☐ No ☐
- ii. If not assessed by an allergist/ immunologist, has the referral been initiated?
Yes ☐ No ☐, if not please explain why?

☐ Delaying second dose because of a diagnosed episode of myocarditis/pericarditis after receipt of an initial dose of an mRNA vaccine.

☐ For time-limited reasons (e.g., timing around a procedure, present condition or other medical treatment).

- i. If time-limited, please indicate how long it is expected to last:

☐ Thrombosis and thrombocytopenia following vaccination: Patients who have experienced venous or arterial thrombosis with thrombocytopenia following vaccination with a viral vector COVID-19 vaccine should not receive a second dose of a viral vector COVID-19 vaccine.

- i. To be re-evaluated on: _____ (dd/mm/yyyy)

☐ Other: Based on new and emerging information on medical contraindications of receiving the COVID-19 vaccine (please provide details below).

Length of Exemption:

☐ Permanent

TOWNSHIP OF SOUTHGATE
Policy # 87
COVID-19 Vaccination Policy
DRAFT: Updated September 22, 2021



Schedule B

☐ Temporary

_____ to _____
From (YYYY/MM/DD) To (YYYY/MM/DD)

Please provide any additional comments necessary and advise the possible methods of accommodation.

Office Stamp:

Medical Practice Specialty: _____

Health Care Provider Name: _____

Signature of Health Care Provider: _____

Date of Assessment (dd/mm/yyyy): _____

Your information on this form is collected, used, and disclosed for the purposes set out above, in accordance with Municipal Freedom of Information and Protection of Privacy Act and consistent with the reasons and purposes set out in the Township's COVID-19 Vaccine Policy. Questions regarding the collection, use, and disclosure of your information may be directed to Human Resources. The use of the information reported on this form will be only used internally for review by Human Resources in consultation with the CAO and Department Head for the purposes of determining accommodation approval in relation to the job description responsibilities. If approved the requirements to accommodate the employee if possible will be determined and reported back to the employee in a confidential letter format.

The COVID-19 Vaccine Exemption Form will be filed in a confidential location and not the employee's personnel file.



Request for COVID-19 Vaccination Exemption – General Accommodation Form

Section 1: Requester (Employee)

To be completed by the individual employed directly by the Township of Southgate (employee)

Employee Name:	Date of Request:
----------------	------------------

Section 2: Important Information – Please read

The Township of Southgate requires that all employees who work at the Township show proof of COVID-19 vaccination unless they request an accommodation. In order to receive a valid exemption for reasons NOT related to medical or creed/religious reasons, an individual must complete this form with justification for their proposed accommodation in relation to their job description responsibilities being achieved. The employee must submit the properly completed form to the Human Resources department.

Section 3: Exemption Request

Please explain within the text box below or by way of an attached letter that you are requesting an accommodation from the Proof of COVID-19 Vaccinations and that these reasons are not related to medical or creed/religious exemptions.



Section 4: Accommodation Request Details

Please explain within the text box below or by way of an attached letter details on how you can deliver your job description and responsibilities in all aspects and what actions you will take related to common workspaces, equipment use, dealing with members of the public, etc. The request must include how you will respect and protect the safety of all co-workers you may come into contact with within the workplace in relation to COVID-19 transmission and outbreak health and safety concerns.

Section 5: Important Information – Please read

I, _____ am an employee of the Township of Southgate and make oath or solemnly affirm and say as follows:

1. The requirements of the Township's vaccination policy for persons working at the Township of Southgate conflict with my sincerely held concerns.
2. I understand that the Grey Bruce Public Health Unit or the Township may impose additional restrictions or requirements on me for health and safety reasons which may not apply to others at the Township who have been fully vaccinated.
3. I understand that the Township may require me to follow additional health and safety protocols, including, but not limited to:
 - a. Mandatory COVID testing and disclosure of test results; and/or
 - b. Masking and/or physical distancing; and/or



c. Education Sessions.

4. I understand that I may choose to be vaccinated at a later date.

5. I request that I be exempted from the proof of vaccination requirements of the Township of Southgate.

Section 5: Staff Acknowledgement and Signature

By signing this form, I understand that information confirming my exemption (if one is required) will be collected by the Township of Southgate Human Resources department who will confirm my exemption status, as necessary for health and safety purposes, and with my manager.

Employee Signature

Date (dd/mm/yyyy)

Your information on this form is collected, used, and disclosed for the purposes set out above, in accordance with Municipal Freedom of Information and Protection of Privacy Act and consistent with the reasons and purposes set out in the Township's COVID-19 Vaccine Policy. Questions regarding the collection, use, and disclosure of your information may be directed to Human Resources. The use of the information reported on this form will be only used internally for review by Human Resources in consultation with the CAO and Department Head for the purposes of determining accommodation approval in relation to the job description responsibilities. If approved the requirements to accommodate the employee if possible will be determined and reported back to the employee in a confidential letter format.

The COVID-19 Vaccine Exemption Form will be filed in a confidential location and not the employee's personnel file.



Staff Report CAO2021-066

Title of Report: Purchase & Sale Agreement Approval of Eco Park Land to Casa Terre Corporation Report

Department: Economic Development

Council Date: October 6, 2021

Council Recommendation:

Be it resolved that Council receive Staff Report CAO2021-066 for information; and

That Council approve amending the Purchase & Sale Agreements for 7 acres of industrial land in the Southgate Eco Park to Casa Terre Corporation formerly Suleyman Chekdar Batgi land sale to close December 15, 2021; and

That Council consider approval of Southgate By-laws 2021-149 to execute the Purchase & Sale Agreement to sell industrial lands in the Eco Park to Casa Terre Corporation at the October 6, 2021 meeting.

Background:

Southgate staff has been working with Suleyman Chekdar Batgi for some time to develop a project and to purchase property in the Eco Park to construct a 5,000 square foot building to start the business and expand later to a 30,000 to 40,000 square foot facility. They are a modular pre-fabrication construction company that will construct prefabricated building walls, floors, panel structures and cabins inside their building. They use steel, EPS Expanded Insulation, wood and external finishing materials in their process.

The facility would start with 6 employees and expand to 30 once they expand their building and reach planned production capacity. There would be about 1 or 2 trucks per day delivering materials or picking up finished products for delivery. There would be no offsite impacts related to noise, vibration, odours or air quality. About 20 percent of the property would be used for outside storage of the manufactured products and construction materials for their construction process. The outside storage would be contained by security fencing and visual barrier toward Eco Park Way using their building, trees and other mitigation methods.

The original purchase and sale agreement was for a 7 acre parcel of industrial zoned land in the Eco Park closing September 24th, 2021 at the cost of \$35,000.00 per acre. This property lot has been surveyed and has access to connect to water & sewer servicing from Eco Park Way.

At the February 17th, 2021 Council meeting the following resolution was approved:

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

Be it resolved that Council receive Staff Report CAO2021-013 for information; and

That Council approve the Purchase & Sale Agreements for 7 acres of industrial land in the Southgate Eco Park to Suleyman Chekdar Batgi; and

That Council consider approval of Southgate By-laws 2021-023 to execute the Purchase & Sale Agreement to sell industrial lands in the Eco Park to Suleyman Chekdar Batgi at the February 17, 2021 meeting.

Carried Report No. 2021-078

Staff Comments:

Mr. Batgi has been working on developing 2 properties in Southgate being the Eco Park property for the Casa Terre Corp project to construct modular building panels for housing and a campground property at the corner of Southgate Road 22 and Sideroad 61. The second property has been looking to develop a Housing Park Development and has had more focus and progress made on the planning process. Both projects are important to support affordable future housing strategies in Southgate and our new Affordable Attainable Housing Committee.

The original purchase and sale agreement for a 7 acre parcel of industrial zoned land in the Eco Park remains the with the same terms with the following changes made to the new amended Purchase and Sale Agreement:

1. Changed the name of the purchaser to Casa Terre Corporation on the first page and in the signature approval part of the Purchase and Sale Agreement that was being undertaken legally prior to the original closing sale date anyway;
2. Section 1 (a) - The financial deposit has been increased by \$10,000.00 to \$22,500.00 as a further commitment of security provided to the Township by the purchaser;
3. Section 3 - The irrevocable date has been changed to October 15, 2021.
4. Section 4 - The closing date has been changed to December 15, 2021 at the request of the purchaser with clear messaging that no further extensions will be made unless required by the lawyers for additional days to clear up details to finalize the transaction;
5. Section 15 Examination of Title - The last day for the examination of title date has been changed to October 15, 2021;
6. On signature page Mr. Batgi's title has been changed to Director; and
7. Schedule C, Section 1 (a) Title Control – The purchaser is now required to commence construction of a permanent building within one year and to substantially complete the construction within two years from the registration of the Purchaser's ownership of the Property.

Staff recommends that this purchase and sale agreement be approved with the new closing date without any further closing extensions communicated to the purchase and that Planning staff work with Casa Terre Corporation to create the Site Plan for the development.

Financial Implications:

The financial cost as a result of this report was the cost of surveying the property to create this 7 acre lot which was incurred in 2019.

The other expense is the servicing costs of providing 3 water connections and extending wastewater force main servicing to the Eco Park access service easement of the 2 acre properties that front onto Ida Street.

The financial revenue impact of this land sale to Suleyman Chekdar Batgi is:

- \$245,000 sale of the property (7 acres at \$35,000 per acre)
- \$59,970.00 in Development Charges (5,000 sq. ft. X \$11.994/sq. ft.), plus future DC potential of about \$270,000.00 based on 2021 rates.
- \$3,060 Site Plan Fees plus a \$5,000 contingency fee for expenses
- Building Permit Fees (\$10 per \$1,000 of estimated construction cost)
- Municipal Tax Revenue (TBD)

Communications & Community Action Plan Impact:

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 development, and development will be underway.

Concluding Comments:

1. That Council receive this report as information.
2. That Council approve the amended Purchase and Sale Agreements for the purchase of lands in the Eco Park to Casa Terre Corporation formerly Suleyman Chekdar Batgi.
3. That Council approve of Southgate By-laws 2021-149 to execute the Purchase & Sale Agreements.

Respectfully Submitted,

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

The Corporation of the Township of Southgate

By-law Number 2021-149

**being a by-law to authorize a purchase and sale
agreement between Casa Terre Corporation and The
Corporation of the Township of Southgate**

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

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

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

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

1. **That** the purchase and sale agreement between Casa Terre Corporation and The Corporation of the Township of Southgate attached hereto as Schedule "A", is hereby ratified and confirmed; and
2. **That** the Mayor and Clerk are hereby authorized and directed to sign the purchase and sale agreement on behalf of the Township of Southgate; and
3. **That** By-law 2021-023 is hereby repealed; and
4. **That** where the provisions of any other by-law, resolution or action of Council are inconsistent with the provisions of this by-law, the provisions of this by-law shall prevail.

**Read a first, second and third time and finally passed this 6th day of
October, 2021.**

John Woodbury – Mayor

Lindsey Green - Clerk

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

THIS AGREEMENT made as of the 6th day of October, 2021.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

hereinafter called the “Vendor” of the FIRST PART;

and

CASA TERRE CORPORATION

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 (\$35,000.00) 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) Twelve Thousand Two Hundred & Fifty Dollars (\$22,250.00) is payable by the Purchaser by certified cheque or bank draft upon execution of this Agreement, to be held on an interest-free basis by the Solicitor for the Vendor as a deposit pending completion of this transaction on account of the Purchase Price on completion, or if this Agreement is not completed through no fault of the Purchaser, the deposit shall be returned to the Purchaser without interest or deduction; and

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

SECTION II PURCHASE OF PROPERTY

3. Irrevocable Date

This PSA shall be open for acceptance by the Vendor until the 15th day of October, 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 15th day of December, 2021, (the "Completion Date") or an earlier date if possible, at which time possession of the Property in "as is, where is" condition shall be given to the Purchaser.

5. Council Approval

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

6. Documents, Reports and Information

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

SECTION III CONDITIONS, REPRESENTATIONS AND WARRANTIES

7. "As Is" Condition

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

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

8. Future Use

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

9. Development Covenants and Restrictions

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

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

10. Property Not for Resale

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

SECTION IV PRIOR TO COMPLETION DATE

11. Purchaser May Inspect the Property

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

12. Insurance

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

SECTION V COMPLETING THE TRANSACTION

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

13. Electronic Registration

- a) The parties agree that the transaction shall be completed by electronic registration pursuant to Part III of the *Land Registration Reform Act* as amended. The parties acknowledge and agree that the delivery and release of documents may, at the discretion of the lawyer: a) not occur contemporaneously with the registration of the transfer/deed and other registerable documentation, and b) be subject to conditions

whereby the lawyer receiving documents and/or money will be required to hold them in trust and not release them

except in accordance with the terms of a document registration agreement between the respective lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada.

14. Survey or Reference Plan

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

15. Examination of Title

Purchaser shall be allowed until 6:00 p.m. on the 15th day of October, 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.

16. Purchaser to Accept Easements

- a) The parties agree that after closing and during the road design and construction by the Township, additional easements and lot re-configuration may be required to address

site specific conditions and such easements and re-configuration to be mutually agreed to by the parties with the cost of a final reference plan provided by the Vendor at its sole cost. The Purchaser agrees that the Vendor shall be granted and shall be able to obtain such easements or lot re-configuration at a nominal charge.

17. Adjustments

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

18. Harmonized Sales Tax

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

SECTION VI MISCELLANEOUS

19. Entire Agreement

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

20. Tender

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

21. Time of Essence

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

22. Planning Act

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

23. Notices

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

Solicitors for the Vendor:

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

Solicitor for the Purchaser:

Shapiro Lawyers Professional Corporation
3100 Steeles Ave. W., Suite 601
Concord, Ontario L4K 3R1
Contact: Haskell Nussbaum
Email: info@shapirolawyers.com
Phone: 905-660-4404
Fax: 905-660-4711

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.

CASA TERRE CORPORATION

Per: _____
Name Suleyman Chekdar Batgi
Title: Director
I have the authority to bind the
Corporation

**THE CORPORATION OF THE
TOWNSHIP OF SOUTHGATE**

Per: _____
Name John Woodbury
Title: Mayor

Per: _____
Name Lindsey Green
Title: 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 Casa Terre Corporation**

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

7 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 the legal survey Plan 16R11264 will be deposited with the Registry Office to define the legal description for closing this property sale.

SCHEDULE "B"

Aerial Lot Photo Mapping and/or Registered Plan



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

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

2. Occupation of Building

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

3. Assignment of Covenants

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

4. Force Majeure

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

5. Right to Waive

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

6. Sanitary Sewer and Water Services

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

7. Other Property Sale Site Specific Conditions

- i. _____

- ii. _____

- iii. _____

- iv. _____

- v. _____



Staff Report HR2021-022

Title of Report: TAPS Operator/Labourer and Cemetery Posting
Department: Human Resources
Council Date: October 6, 2021

Recommendation:

Be it resolved that Council receive Staff Report HR2021-022 for information; and
That Council approve and direct staff to post the job of TAPS Operator/Labourer and Cemetery internally.

Background:

During the 2021 budget process, a full time Team Leader WDRM was approved.

At the April 7, 2021 Council Meeting, with staff report HR2021-007 it was announced that Melody Hill was appointed as the successful candidate for that position. A probation period was put in place that would allow Melody to return to her position as TAPS Operator/Labourer and Cemetery at any time during her probationary period. Melody has now accepted the position full time.

The position of TAPS Operator/Labourer and Cemetery was being fulfilled with a contract and will now be posted as a full-time job opening.

Staff Comments:

Staff recommend posting this position internally as per sections "Hiring Justification Process" and "Internal Recruitment Process – Staff Employees" in [Policy # 8 Hiring Policy](#) and because there are Southgate staff that are qualified for the position.

Financial Implications:

These positions were included in the 2021 budget.

Communications & Community Action Plan Impact:

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

Concluding Comments:

1. That Council receive this report as information.
2. That Council approve and direct staff to post the job of TAPS Operator/Labourer and Cemetery internally.

Respectfully Submitted,

Human Resources: *Original Signed By*

Kayla Best, HR Coordinator/ Assistant to the CAO

Dept. Head Approval: *Original Signed By*

Jim Ellis, Public Works Manager

CAO Approval: *Original Signed By*

Dave Milliner, CAO

Attachments:

None.

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



Phone: 519-923-2110
Toll Free: 1-888-560-6607
Fax: 519-923-9262
Web: www.southgate.ca

Staff Report HR2021-021

Title of Report: HR2021-021– Assistant Librarian and Digital Services
Department: Human Resources
Council Date: October 6, 2021

Recommendation:

Be it resolved that Council receive Staff Report HR2021-021 for information; and
That Council approve the job description for Assistant Librarian and Digital Services with updates from the Job Evaluation Committee; and
That Council approve the recommendations from Job Evaluation Committee to place the Assistant Librarian and Digital Services position in pay band 12 of the Southgate Employee Pay Grid.

Background:

The following resolution was approved at the September 15, 2021 Council Meeting:

Moved By Councillor Frew; **Seconded By** Councillor Sherson;
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, 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.
Carried. No. 2021-526

Staff Comments:

The Job Evaluation Committee (JEC) met on September 23, 2021 and reviewed the draft job description for Library Assistant – Digital Services. Revisions were made and final draft with JEC updates in red is included as Attachment #1. One change to note is the job title which was updated to Assistant Librarian and Digital Services.

The JEC has recommended the Assistant Librarian and Digital Services be placed in Pay Band 12 of the Southgate Employee Pay Grid.

The Library Board will review the updated job description for their approval at the next Board meeting.

Staff will bring recommendations to Council through the 2022 budget discussions regarding this position.

Financial Implications:

There are 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 job description for Assistant Librarian and Digital Services.
3. That Council approve the recommendations from Job Evaluation Committee to place the Assistant Librarian and Digital Services position in pay band 12 of the Southgate Employee Pay Grid.

Respectfully Submitted,

Original Signed By

Human Resources:

Kayla Best, HR Coordinator/ Assistant to the CAO

Dept. Head Approval: ***Original Signed By***

Lacy Russell, Librarian CEO

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

Dave Milliner, CAO

Attachments: Attachment #1: Assistant Librarian and Digital Services Job Description with JEC Updates

Township of Southgate

Job Description

Date of Update: September 23, 2021	Library Assistant—Digital Services Assistant Librarian and Digital Services
--	---

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: Assistant Librarian and Digital Services	Supervisor's Job Title: Librarian CEO
Standard hours of work per week: 35 hours per week Permanent	Eligibility to Group Insurance: Yes Eligibility to OMERS: Yes
Location of Position: Southgate Public Library	Department/Division: Library
Employment Status: Permanent Hourly	Pay Band: 12

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.
--

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

Operate the circulation desk.	<ul style="list-style-type: none"> - Carry out circulation duties including checking books in and out, registering new members, calculate fines and shelve returned materials. - Provide basic reference and reader's advisory - Assist patrons with computer needs, photocopying and faxing. - May be responsible for opening the building and securing the premises before leaving during a shift. 	15%
Assist the Librarian CEO	<ul style="list-style-type: none"> - May be asked to act as a supervisor of staff and volunteers in the absence of the Librarian CEO. <p>The duties listed above are intended only as illustrative of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar or a logical assignment to the position.</p>	

Section B: Skills

1) Formal Education and External Training

Highest level required	Specific Specialty or Degree? (List)
<input type="checkbox"/> High School <input type="checkbox"/> Vocational School <input checked="" type="checkbox"/> Community College <input checked="" type="checkbox"/> University Degree	
Individual Courses	
License or Professional Designation	
Library Information Technology Diploma or Excel Library Certification or relevant experience	
Is it a requirement of your job to keep "up-to-date" by reading or taking courses/seminars?	
X Yes No	
Discuss:	
Attend seminars/workshops including necessary training to stay current with technology/databases/software required to perform duties of the job	

2) Required On-The-Job Training

Specific Internal Training	Months to Complete
– 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

Experience	Minimum Years Required
– Experience in a public library and/or educational institution (work or volunteer related).	1 Year
– Information Technology	1 Year

4) Other Key Skills:

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

5) Key Relationships (Contacts)

Internal Contacts	Frequency	Purpose	Method
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		
<p>Interpersonal skills:</p> <ul style="list-style-type: none"> - Extending common courtesy; working cooperatively; responding to basic needs or requests; effective communication. 			

6) Decision Making

- Makes decisions based on established procedures.
- **Creates technology plan and updates annually.**

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
On occasion, in the absence of the CEO	4 (2 fulltime, 2 casual)
Indirect Subordinates – Job Titles	Number of Staff
Volunteers (Frequently)	As Required
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.
- Maintain IT equipment and software.
- Document patron needs in relation to digital services.

5) Financial Resources

- Receiving of payments for late book fines and copy/printing use.
- Rectify and submit deposit of circulation desk incomes.
- Assist with recommendations on IT related purchases.

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					
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

<ul style="list-style-type: none"> - 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 of technology and training programs.
- Answer reference and IT 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: _____	Date Completed: _____
Signature	
Supervisor: _____	Date Completed: _____
Signature	
CAO: _____	Date Completed: _____
Signature	



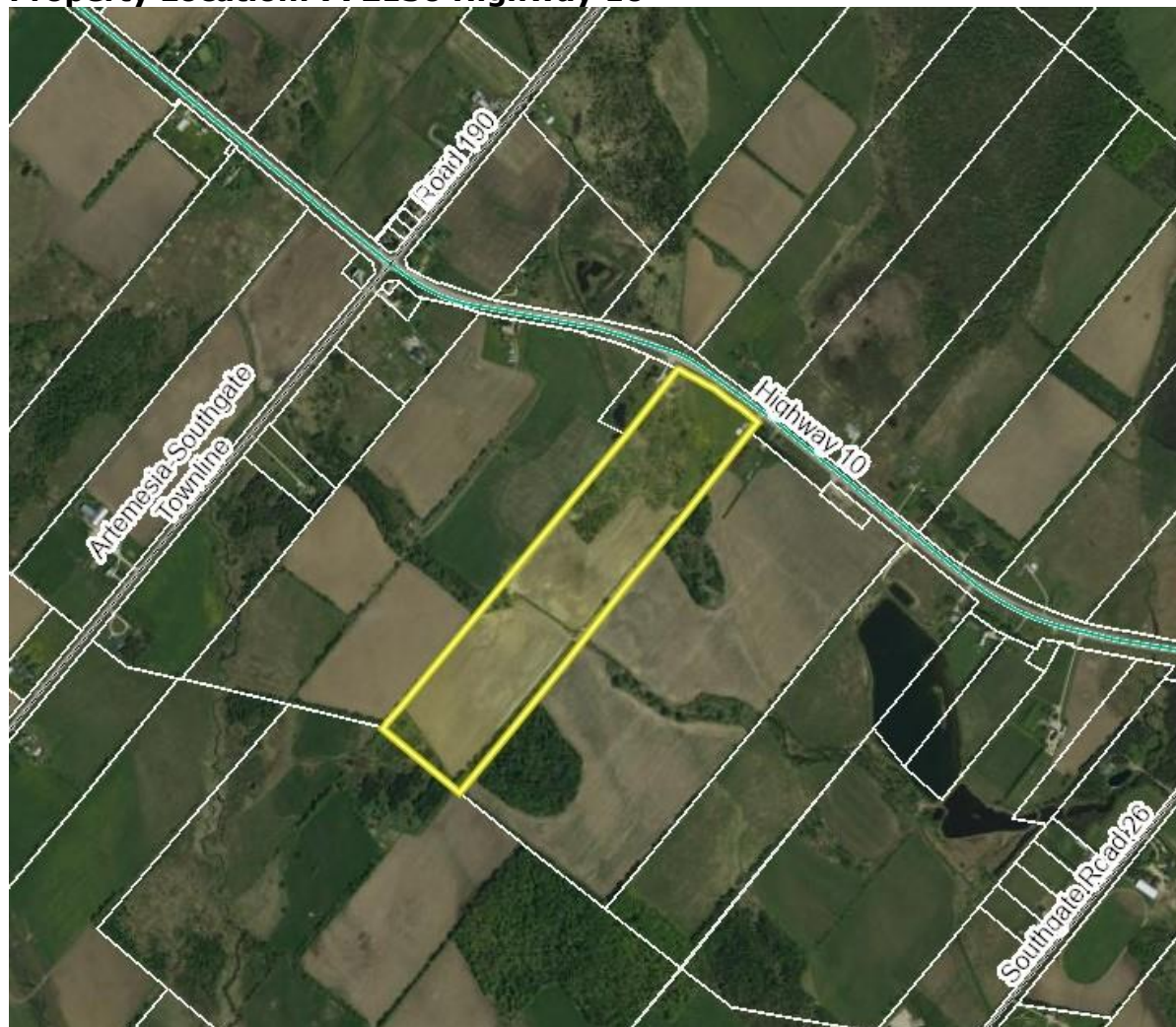
Staff Report PL2021-074

Title of Report: PL2021-074-C13-21 Clea-Mar Machining
Department: Clerks
Branch: Planning Services
Council Date: October 6, 2021

Recommendation:

Be it resolved that Council receive Staff Report PL2021-074 for information; and
That Council consider approval of By-law 2021-128.

Property Location: 772130 Highway 10



Subject Lands:

The subject lands are described as Con 1 SWTSR, Lot 194 Geographic Township of Proton and are approximately 20ha (51 acres). The lands have frontage on Highway 10 and are alternatively described as 772130 Highway 10.

The Purpose of the amendment is to allow for a dry Industrial use shop. The owners wish to add the use to the list of permitted uses for the Agricultural A1 zone. The shop including office and power room are proposed to be up to 750m² with inside storage of approximately 174m² and outside storage of approximately 220m². If the shop is less than 750m² the storage area (inside or out) may be enlarged provided the combined storage and shop area do not exceed 1250m². The inside shop will utilize the existing agricultural shed on the property.

The Effect of the proposed zoning by-law amendment would be to change the zone symbol on a portion of the subject lands to permit the Industrial Use shop within a new agricultural exception zone (A1-493). Any Environmental Protection Zone Boundary may be adjusted based on Conservation Authority comments.

Background

A Public meeting was held virtually on June 23, 2021. Supporting documents and comments posted on the website are available at:

<https://www.southgate.ca/en/municipal-services/planning-applications-public-notices.aspx#C13-21-Cleason-Martin-Clea-Mar-Machining->

The comments received include:

The Historic Saugeen Metis have no concerns or objections.

The Public Works Department indicate that the property is within MTO jurisdiction and will require applicable permits from the MTO.

The County of Grey staff indicate that from a general planning nature, staff recommend including a natural buffer (hedge row, trees) around the subject shop to limit visibility from the roadside. County planning staff recommend receiving comments from the Conservation Authority regarding the Other Wetlands and the stream.

Provided that positive comments are received from the Conservation Authority regarding the Other Wetlands and the stream and from the MTO, County planning staff have no further concerns with the subject application.

The SVCA indicate the proposal is acceptable to SVCA staff.

No comments were received from members of the public.

Financial Implications:

The following is an example of the increased tax revenue associated with the addition of a 600m² industrial shop and a residence on a farm property:

2019	Assessment	Tax Rate	Taxation
FT (Farm)	\$ 300,000	0.302355%	\$ 907.07
	<u>\$ 300,000</u>		<u>\$ 907.07</u>

2020	Assessment	Tax Rate	Taxation
FT (Farm)	\$ 365,468	0.283931%	\$ 1,037.68
RT (Residential)	\$ 400,000	1.279978%	\$ 5,119.91
JT (Industrial)	\$ 150,000	3.074136%	\$ 4,611.20
	<u>\$ 550,000</u>		<u>\$ 9,731.11</u>
	<u>\$ 915,468</u>		<u>\$ 10,768.79</u>

Of the total taxes of \$10,768.79 above, the Township receives \$5,846.84 (\$5,232.61 pertaining the shop and residence), The County receives \$2,700.16 and the local Board of Educations' receive \$2,221.79.

This is increased revenue every year and therefore after a period of 10 years the industrial shop and residence generates \$52,232.61 in additional tax revenue for the Township. The entire tax revenue generated could be directed by the Township to the Road budget if necessary, however it should be pointed out, that roads often have a lifespan greater than 10 years. Building the industrial shop and residence would also generate \$23,154.92 in Development Charge revenue.

With the above information we can compare projected revenues from pre and post development. Over a 10 year period, without the development, the Township would collect \$9,070.70 in property taxes. This number would further be divided by the County and Education portions of the taxes collected. Over a ten year period, with the development, the Township would collect \$130,842.82 in property taxes and development charge revenue, which is 14.42 times that if nothing had developed.

Staff Review

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

The Provincial Policy Statement 2020 (PPS)

The PPS has been reviewed in its entirety, however, only the most relevant policies have been identified below. The subject land would constitute "Rural Area" under the definition of the PPS. The PPS allows for a variety of uses in the rural areas:

1.1.4.1 In rural areas located in municipalities:

f) promoting diversification of the economic base and employment opportunities through goods and services, including value-added products and the sustainable management or use of resources;

The PPS supports the diversification of the rural economy. The existing Industrial use supports farming and grows the rural economic base. The alteration of the outside storage will only support this policy. The subject lands are considered as Rural within the PPS; below is a review of those policies.

Section 1.1.5.2 On rural lands located in Municipalities, permitted uses are:

- a) the management or use of resources;
- b) resource based recreational uses (including recreational dwellings);
- c) limited residential development;
- d) home occupations and home industries;
- e) cemeteries; and
- f) **other rural land uses.**

The proposed dry industrial use shop is considered an on farm diversified use and therefore "other rural land uses" within the context of the PPS.

Section 1.1.5.3 Recreational, Tourism and other economic opportunities should be promoted.

1.1.5.4 Development that is compatible with the rural landscape and can be sustained by rural service levels should be promoted.

The volume of traffic associated with this proposal can be sustained by rural service levels. The Site Plan Control process will also provide for screening and limitations on the operation to ensure that it remains small scale and blends in with the Rural area.

1.1.5.5 Development shall be appropriate to the infrastructure which is planned or available, and avoid the need for the unjustified and or uneconomical expansion of this infrastructure.

The additional use is appropriate for the area and the Rural infrastructure currently in place and will not necessitate an expansion of infrastructure.

1.1.5.7 Opportunities to support a diversified rural economy should be promoted by protecting agricultural and other resource-related uses and directing non-related development to areas where it will minimize constraints on these uses.

This policy is directly supportive of Industrial shops and provides advice to the Township to promote them and direct non-agriculturally related uses to other areas of the Township.

1.1.5.8 Agricultural uses, Agricultural –related uses, on-farm diversified uses and normal farm practises should be promoted and protected in accordance with provincial standards.

Again, this policy advises the Township to promote and protect agricultural, agricultural related uses and on farm diversified uses. The proposed Industrial use will broaden the tax base and provide additional employment in the Township.

The definitions of Agricultural use, Agricultural related use and on farm diversified use are provided below from the PPS.

All of the shops being proposed within the Township at the present time fall within one of the three definitions below and are therefore consistent with the definitions within the Provincial Policy. The proposed use will not offend these definitions.

Agricultural use “means the growing of crops, including nursery, biomass, and horticultural crops; raising of livestock; raising of other animals for food, fur or fibre, including poultry and fish; aquaculture; apiaries; agro-forestry; maple syrup production; and associated on-farm buildings and structures, including, but not limited to livestock facilities, manure storages, value retaining facilities, and accommodation for full time farm labour when the size and nature of the operation requires additional employment.”

Agricultural related uses: means those farm uses related commercial and farm related industrial uses that are directly related to farm operations in the area, support agriculture, benefit from being in close proximity to farm operations, and provide direct products and or services to farm operations as a primary activity.

On farm diversified uses: “means uses that are secondary to the principal agricultural use of the property, and are limited in area. On-farm diversified uses include, but are not limited to, home occupations, home industries, agri-tourism uses, and uses that produce value added agricultural products.”

This proposed dry industrial use would be considered an on farm diversified use which is permitted in the rural area.

Minimum Distance Separation (MDS)

Regarding MDS, it has been reviewed and there are no barns that will be negatively impacted by the proposed metal and fabricating shop. Staff have reviewed the MDS Guidelines and there are no concerns regarding MDS.

The proposal will not hinder surrounding agricultural operations and will not require infrastructure development. The proposal is consistent with the definitions and policies of the PPS including promoting diversification of the economic base and employment opportunities. Based on the foregoing, the proposal appears to be consistent with the PPS.

Township Official Plan

The Township of Southgate Official Plan (OP) designates the subject lands "Rural" and "Hazard lands". The OP provides for small scale commercial and industrial uses on properties greater than 20ha to a maximum of 750m² in size. The maximum outside storage is 500m² in addition to the 750m² building size. The proposal is to construct a shop up to 750 m² in size. The outdoor and indoor storage area will be approximately 394m² . The proposal appears to comply with the above policy and, the definition of small scale is examined below to further support that.

The Official Plan defines Small Scale on parcels larger than 20 hectares as: a maximum structure size of 750m² and a maximum outdoor storage display area of 500m² will be permitted. If the structure is less than 750m², the outside display area may be increased, so that the combined outside display area and structure does not exceed 1250 square meters.

The proposal meets this definition and is therefore considered small scale under the policies of the Township Official Plan.

The Township Official Plan section 5.2.1 Rural designation permitted uses include the following:

"iv. small scale commercial and industrial uses;"

As noted above, the proposal meets the Official Plan Definition of Small Scale and is therefore considered a permitted use in the Agricultural Designation.

Section 5.2.3 Development Policies

5. The maximum structure size for new or expanding small scale commercial and industrial uses shall be 750 square metres, with a maximum outdoor storage size of 500 square meters. Where the maximum structure size is less than 750 square metres, more outdoor storage space will be permitted up to a combined maximum of 1250 square metres. Such uses will only be permitted on farm parcels greater than 20 hectares, all subject to satisfying the Development Policies as outlined in this Section. Council may, in the future, limit the commercial or industrial use through the implementing Zoning Bylaw Amendment.

The proposal is consistent with the development policies of the Official Plan and through site plan control will blend in with the rural landscape. The proposal will assist the farming operation by providing support in the form of income and proximity to the farming operation to allow the farming operation to continue to be located in this area. While a use like this could potentially be situated in an industrial park, it is in my opinion, better suited to the rural area because it allows farming to continue on the property and supports the agricultural community. The construction of the shop broadens the tax base and supports the rural economy while operating using minimal infrastructure and servicing. Furthermore, it allows those citizens who rely on animals for transportation to live and work in the same area.

Zoning By-law

The proposed zoning by-law amendment would change the zoning symbol on a portion of the property from Agricultural (A1) to Agricultural Exception (A1-493) to allow for a small scale Industrial use to be permitted on the property. The dry industrial use may include metal working, wood working, plastics or powder coating and painting and other similar type manufacturing uses. The Environmental Protection Zone Boundary may be adjusted based on Conservation Authority comments. The zoning will also provide regulations for setbacks for the use. Site Plan control will also be required in order to implement specific control measures to address potential nuisance issues such as noise, dust and visual impact. The closest residence is 50 to the South and owned by the applicant. The residential parcel to the north not owned by the applicant is approximately 170m away to the north.

Conclusions

Based on the above policy review and the information provided and comments received, the proposal is consistent with the Policies of the Provincial Policy Statement, The County of Grey Official Plan, The Township of Southgate Official Plan. The proposed zoning by-law amendment should therefore be approved and is considered appropriate for the area and good land use planning.

Respectfully Submitted,

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



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

Attachments: None.

The Corporation of the Township of Southgate
By-law Number 2021-128

being a by-law to amend Zoning By-law No. 19-2002, entitled the
"Township of Southgate Zoning By-law"

Whereas the Council of the Corporation of the Township of Southgate deems it necessary to pass a by-law to amend Zoning By-law No. 19-2002; and

Whereas pursuant to the provisions of Section 34 of the Planning Act, R.S.O. 1990, as amended, by-laws may be amended by Councils of municipalities.

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

- 1. **That** Schedule "8" to Zoning By-law No. 19-2002 is hereby amended by changing the zone symbols on a portion of the lands described as Con 1 SWTSR, Lot 194, geographic Township of Proton, in the Township of Southgate and shown on Schedule "A", affixed hereto, from:

- **Agricultural (A1) to Agricultural Exception (A1-493)**

- 2. **That** Section 33 to By-law No. 19-2002 is hereby amended by adding section 33.493 with the following:

"33-493 Con 1 SWTSR, Lot 194 (Proton)	A1-493	<p>Notwithstanding the provisions of Sections 6.0 or any other provisions to the contrary, the land zoned A1-493 shall be subject to the following regulations in relation to an additional permitted use being a small scale dry industrial use.</p> <p>a) The small scale dry industrial use may include but is not limited to, a metal workshop for fabricating, welding, manufacture of small equipment and parts and repair shop, woodworking shop or other similar type uses:</p> <p>b) The use shall remain secondary to the principle use of the property, being an agricultural use.</p> <p>c) The maximum combined size of the Industrial workshop, power room, office and lunch room shall not exceed 750 m²</p> <p>d) The maximum size of all outdoor storage shall be 500m². If the size limits in clause c above have not been reached, the outdoor storage area may be expanded provided the combined structure size in clause b and the outdoor storage area do not exceed 1250m².</p> <p>e) All outside storage shall be screened from view by way of fencing or landscaped buffer. Outside storage may be enclosed provided it does not exceed size requirements and is only used for storage.</p>
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f) The shop shall be setback a minimum of 15m from the front lot line along Highway 10.

g) The shop shall be setback a minimum of 130m from the North side lot line and 15m from the South side lot line.

3. **That** Schedule "A" and all other notations thereon are hereby declared to form part of this by-law; and
4. **That** this by-law shall come into force and take effect upon being passed by Council subject to any approval necessary pursuant to the Planning Act R.S.O. 1990, as amended.

Read a first, second, and third time and finally passed this 6th day of October 2021.

John Woodbury – Mayor

Lindsey Green – Clerk

Explanatory Note

This by-law applies only to those lands described as Con 1 SWTSR, Lot 194, geographic Township of Proton, in the Township of Southgate. The zoning bylaw amendment is to allow for a small scale Industrial shop use to be added to a portion of the property. The by-law will add a dry Industrial shop, office and power room use to the list of permitted uses. The Industrial workshop, office and power room are proposed to be up to 750m². The outside storage area is proposed to be approximately 500m² with provisions for expansion. All other provisions of the by-law shall apply.

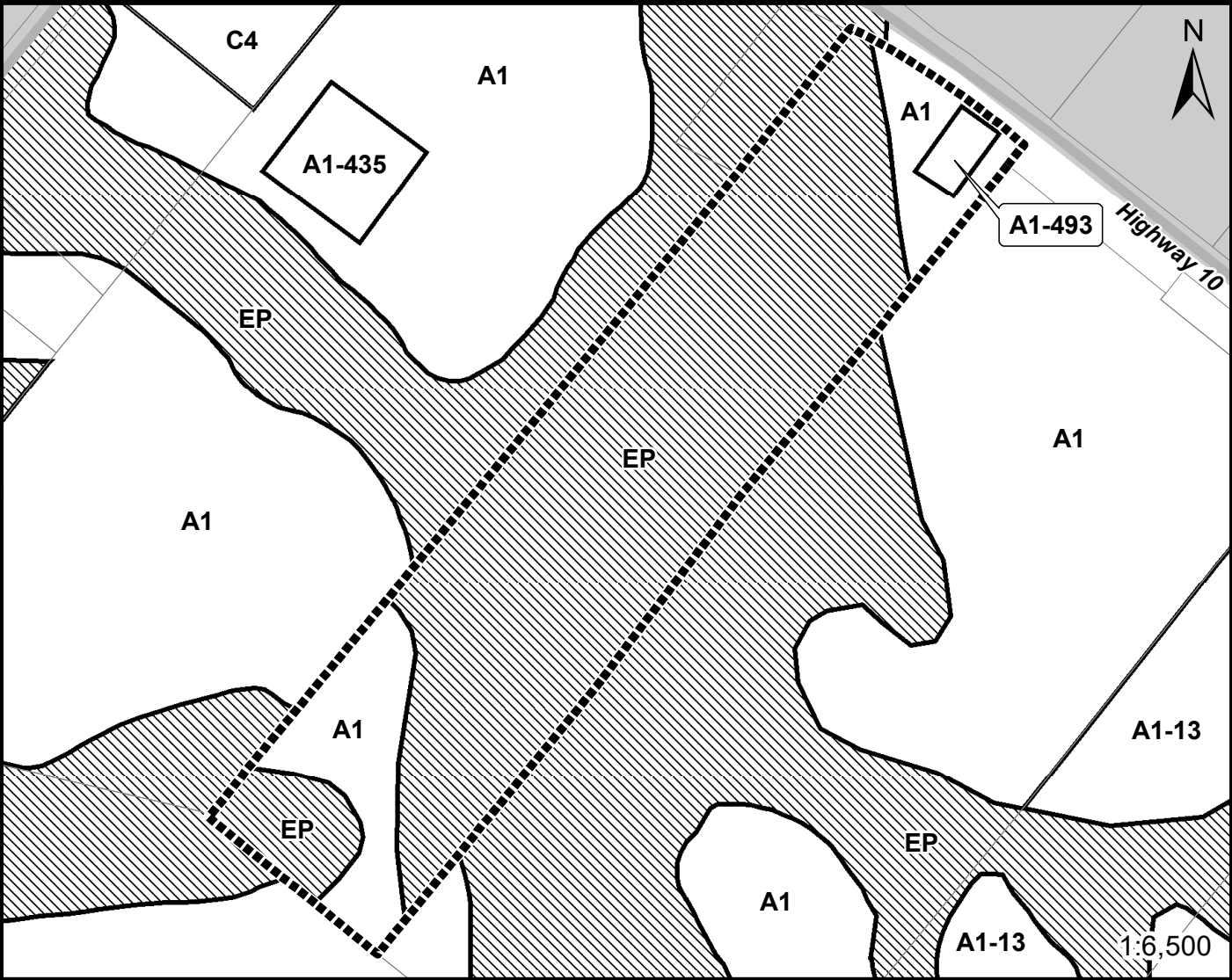
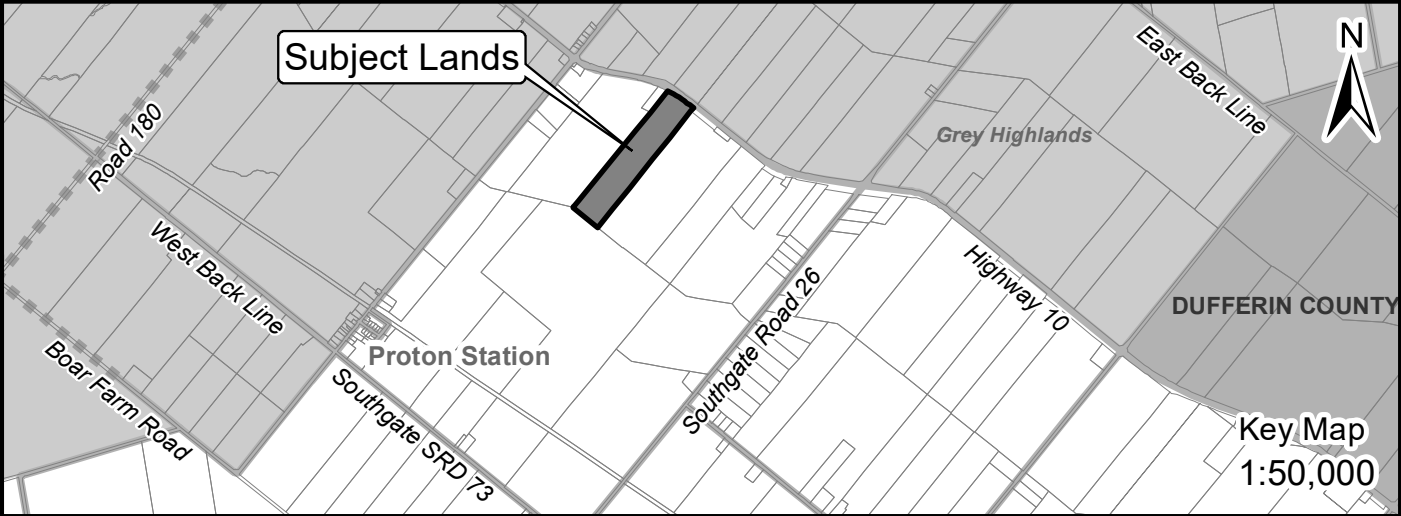
The Effect of the zoning by-law amendment is to change the zoning symbol on a portion of the property from Agricultural (A1) to Agricultural Exception (A1-493) to allow for a small scale Industrial use to be permitted on the property.

The Township of Southgate Official Plan designates the subject lands Rural, and Hazard lands.

Schedule "A"
By-Law No. 2021-128
Amending By-Law No. 19-2002
Township of Southgate
(Geographic Township of Proton)

Date Passed: October 6, 2021

Signed: _____
John Woodbury, Mayor
Lindsey Green, Clerk



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



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Toll Free: 1-888-560-6607
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Web: www.southgate.ca

Staff Report PL2021-077

Title of Report: PL2021-077-C15-21 Levesque
Department: Clerks
Branch: Planning Services
Council Date: October 6, 2021

Recommendation:

Be it resolved that Council receive Staff Report PL2021-077 for information; and
That Council consider approval of By-law 2021-142 permitting the erection of a garden suite on the subject lands.

Property Location: 106008 Southgate Road 10



Subject Lands:

The subject lands are described as Con 6 Pt Lot 23 RP 17R2305;Parts 1 & 2 Geographic Township of Proton and are approximately 2 acres. The lands have frontage on Southgate Side Road 15 and Southgate Road 10. The are alternatively described as 106008 Southgate Road 10.

The Purpose of the zoning bylaw amendment is to consider a change to allow for a garden suite to be permitted on the property for a period of up to 20 years.

The Effect of the proposed zoning by-law amendment would be to change the zoning symbol on the property from Agricultural (A1) to Agricultural Exception (A1-495) to allow for the garden suite and accommodate any reduced setbacks. The Environmental Protection Zone Boundary may be adjusted based on Conservation Authority comments.

Background

A Public meeting was held virtually on June 23, 2021. Supporting documents and comments posted on the website are available at:

<https://www.southgate.ca/en/municipal-services/planning-applications-public-notice.aspx#C15-21-Theresa-and-Marc-Levesque>

The comments received include:

The Historic Saugeen Metis have no concerns or objections.

The Public Works Department indicate that the property has a safe access and is on a rural asphalt road.

The County of Grey staff indicate they have reviewed Zoning application C15-21 - Theresa & Marc Levesque and generally have no comments or concerns.

Enbridge Gas, does have service lines running within the area which may or may not be affected by the proposed Site Plan. Should the proposed site plan impact these services, it may be necessary to terminate the gas service and relocate the line according to the new property boundaries. Any Service relocation required would be at the cost of the property owner.

The SVCA indicate the proposal is acceptable to SVCA staff.

No comments were received from members of the public.

Financial Implications:

The approval of this application would not generate a negative financial impact on the Township.

Staff Review

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

The Provincial Policy Statement 2020 (PPS)

The PPS has been reviewed in its entirety however, only the most relevant policies have been identified below. The lands are also considered to be rural lands.

The PPS and Planning Act permit a variety of housing types including, in the Rural areas including secondary garden suites on a temporary basis.

Minimum Distance Separation (MDS)

Regarding MDS 1, it has been reviewed and there are no barns in the area that would be negatively impacted by this development. Staff have no concerns regarding MDS. The proposal will not hinder surrounding agricultural operations and will not require infrastructure development. Based on the above, the proposal appears to be consistent with the PPS.

Township Official Plan

The Township of Southgate Official Plan (OP) designates the subject lands "Rural". The OP allows for secondary garden suites to be established provided they are temporary in nature can be adequately serviced and are recognized through an implementing zoning bylaw.

The proposed garden suite is temporary and appropriate for the area and can be adequately serviced. The proposed garden suite is consistent with the policies of the Official Plan.

Zoning By-law

The subject property is currently zoned Agricultural A1 but because of its size reverts to the Residential Type 6 zoning provisions. The addition of a temporary Garden Suite will not negatively affect other agricultural or residential uses in the area and will be adequately serviced on private services. The large pond on the subject property and the house being constructed toward the back of the property have created a situation where some relief is required from the setbacks for the garden suite. It is proposed to have a minimum rear yard setback of 3m. Given that the adjacent property is agriculture this should not negatively affect the adjacent property. All other provisions of the bylaw continue to apply. The proposal meets the intent of the bylaw. The Garden suite permitted use will be an additional permitted use to the A1-495 zone. The garden suite will be located in the exterior side yard as per the submitted drawings.

Conclusions

Based on the above and the lack of negative comments received staff recommend that the zoning by-law amendment to allow for a garden suite be approved.

Respectfully Submitted,

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



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

Attachments: None.

The Corporation of the Township of Southgate
By-law Number 2021-142

being a by-law to amend Zoning By-law No. 19-2002, entitled the
"Township of Southgate Zoning By-law"

Whereas the Council of the Corporation of the Township of Southgate deems it necessary to pass a by-law to amend Zoning By-law No. 19-2002; and

Whereas pursuant to the provisions of Section 34 and 39 of the Planning Act, R.S.O. 1990, as amended, by-laws may be amended by Councils of municipalities;

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

1. **That** Schedule "39" to Zoning By-law No. 19-2002 is hereby amended by changing the zone symbol on the lands described as Con 6 Pt Lot 23 RP 17R2305;Parts 1 & 2 , geographic Township of Proton, in the Township of Southgate. Further described as 106008 Southgate Road 10 and shown on Schedule "A", affixed hereto, from:

- **Agricultural (A1) to Agricultural Exception (A1-495)**

2. **That** Section 33 to By-law No. 19-2002 is hereby amended by adding the following section as follows:

"33-495 Con 6 Pt lot 23 (Proton)	A1-495	Lands within the Agricultural (A1-495) zone, shall permit, in addition to the permitted uses of the "A1" zone, a garden suite. The following additional special provisions shall apply to the Garden Suite:
	(i)	A "Garden Suite shall be permitted for a period not to exceed October 6, 2041;
	(ii)	The Garden suite shall not be permitted in the front yard
	(iii)	The Garden Suite shall be located a minimum of 3m from the rear lot line,
	(iv)	The Garden Suite shall be setback a minimum of 10m from Southgate Road 10.", and

3. **That** Schedule "A" and all other notations thereon are hereby declared to form part of this by-law; and
4. **That** this by-law shall come into force and take effect upon being passed by Council subject to any approval necessary pursuant to the Planning Act R.S.O. 1990, as amended.

Read a first, second, and third time and finally passed this 6th day of October 2021.

John Woodbury, Mayor

Lindsey Green, Clerk

Explanatory Note

This by-law applies only to those lands described as Con 6 Pt Lot 23 RP 17R2305;Parts 1 & 2, known municipally as 106008 Southgate Road 10, geographic Township of Proton, in the Township of Southgate. The purpose of the zoning by-law amendment is to permit a garden suite on private services for a period not exceeding 20 years.

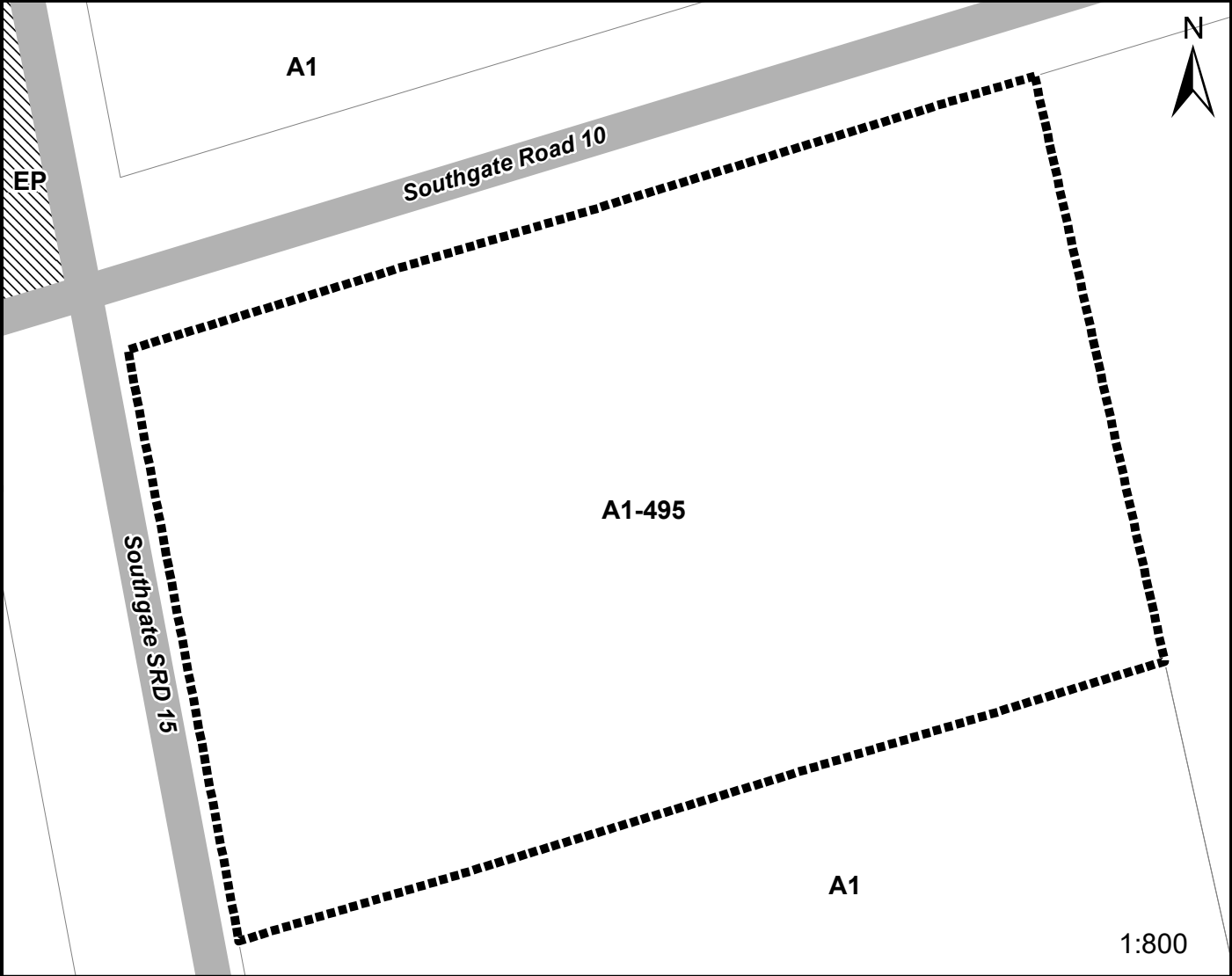
The effect of the By-law is to change the zoning symbol on the subject lands from Agricultural (A1) to Agricultural Exception (A1-495), to permit the establishment of a garden suite. There are no changes to the Environmental Protection (EP) area boundaries.

The Township Official Plan designates the subject lands as Rural.

Schedule "A"
By-Law No. 2021-142
Amending By-Law No. 19-2002
Township of Southgate
(Geographic Township of Proton)

Date Passed: October 6, 2021

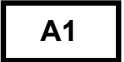
Signed: _____
John Woodbury, Mayor
Lindsey Green, Clerk



Legend



Subject Lands



Agricultural



Environmental Protection



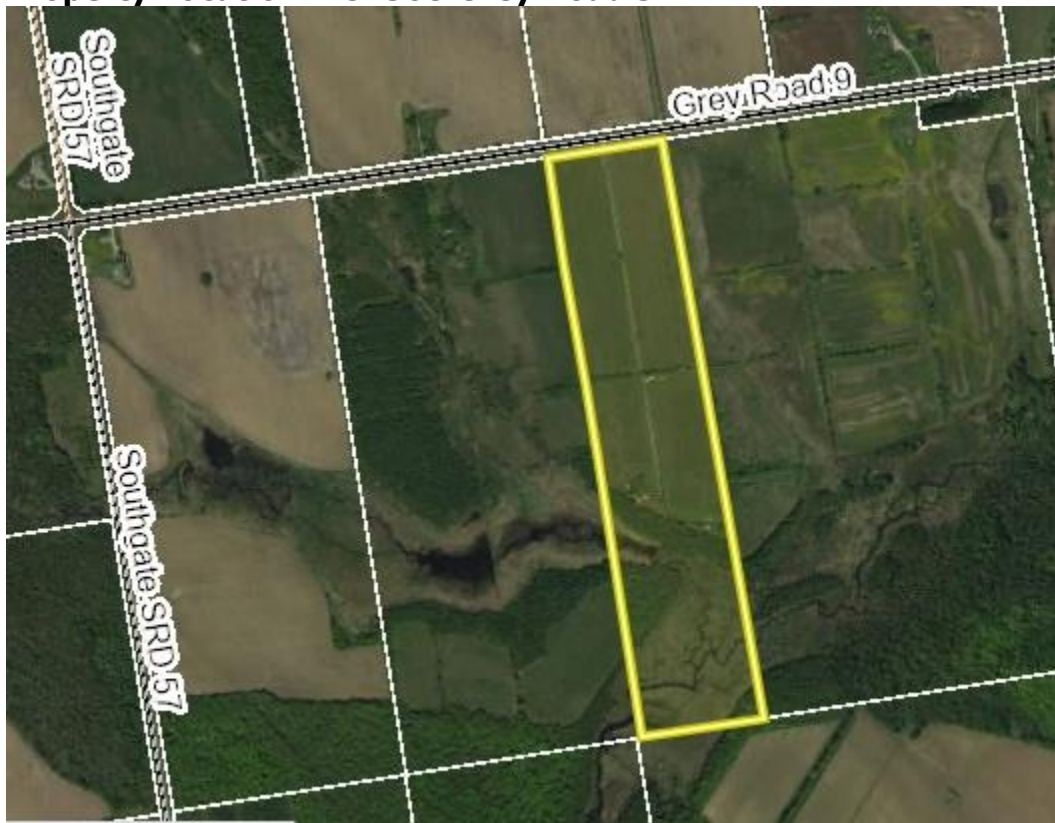
Staff Report PL2021-083

Title of Report: PL2021-083-C18-21 Barlari
Department: Clerks
Branch: Planning Services
Council Date: October 6, 2021

Recommendation:

Be it resolved that Council receive Staff Report PL2021-083 for information; and
That Council consider approval of By-law 2021-143 recognizing the existing cottage as being a garden suite and allowing for a new home to be constructed nearby.

Property Location: 184508 Grey Road 9



Subject Lands:

The subject lands are described as Con 15 W Pt Lot 23 Geographic Township of Egremont and are approximately 51 acres. The lands have frontage on Grey Road 9 and are alternatively described as 184508 Grey Road 9.

The Purpose of the proposed zoning by-law amendment is to consider a Temporary zoning bylaw amendment application, for a period of up to 20 years, to recognise the existing residence as a garden suite and allow for the building of a new residence on the same lot and occupied on a year round basis.

The Effect of the proposed zoning by-law amendment would be to change the zoning symbol on a portion of the property from Agricultural (A1) to Agricultural exception (A1-499) to allow for a garden suite, on the property.

Background

A Public meeting was held virtually on September 22, 2021. Supporting documents and comments posted on the website are available at:

<https://www.southgate.ca/en/municipal-services/planning-applications-public-notice.aspx#C18-21-Margaret-Barlari>

The comments received include:

The Public Works Department indicate that the property fronts on a County Road and is under County of Grey Jurisdiction.

The County of Grey staff indicate that provided MDS can be met and SVCA is generally satisfied with the proposed building location of the new primary dwelling, the County has no further concerns.

The SVCA indicate the proposal is acceptable to SVCA staff.

No comments were received from members of the public.

Financial Implications:

The approval of this application would not generate a negative financial impact on the Township.

Staff Review

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

The Provincial Policy Statement 2020 (PPS)

The PPS has been reviewed in its entirety however, only the most relevant policies have been identified below. The lands are also considered to be rural lands.

The PPS and Planning Act permit a variety of housing types including, in the Rural areas including secondary garden suites on a temporary basis.

Minimum Distance Separation (MDS)

Regarding MDS 1, it has been reviewed and there are no barns in the area that would be negatively impacted by this development. Staff have no concerns regarding MDS. The proposal will not hinder surrounding agricultural operations and will not require infrastructure development. Based on the above, the proposal appears to be consistent with the PPS.

Township Official Plan

The Township of Southgate Official Plan (OP) designates the subject lands "Agricultural", "Wetland" and "Hazard lands". The OP allows for secondary garden suites to be established provided they are temporary in nature can be adequately serviced and are recognized through an implementing zoning bylaw.

The proposed garden suite is temporary in that it is limited to 20 years and appropriate for the area and can be adequately serviced. The proposed new house will be kept within 100ft of the garden suite to comply with the County policy of development remaining within the building cluster on the lot.

The proposed garden suite is consistent with the policies of the Official Plan.

Zoning By-law

The subject property is currently zoned Agricultural A1, Wetland and Environmental Protection (EP). The addition of a temporary Garden Suite will not negatively affect other agricultural or residential uses in the area because it will be kept in the same building cluster as the existing structure, and it will be over 608m away from the road.

There is no relief required to the existing provisions of the bylaw (save allowing the garden suite), however, a provision requiring that the new structure be located within 30m of the existing cottage will be included. The proposal meets the intent of the bylaw. The Garden suite permitted use will be an additional permitted use to the A1-499 zone. The garden suite will be located in the rear yard to the proposed new residence.

Conclusions

Based on the above and the lack of negative comments received staff recommend that the zoning by-law amendment to allow for a garden suite be approved.

Respectfully Submitted,

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



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

Attachments: None.

The Corporation of the Township of Southgate
By-law Number 2021-143

being a by-law to amend Zoning By-law No. 19-2002, entitled the
"Township of Southgate Zoning By-law"

Whereas the Council of the Corporation of the Township of Southgate deems it necessary to pass a by-law to amend Zoning By-law No. 19-2002; and

Whereas pursuant to the provisions of Section 34 and 39 of the Planning Act, R.S.O. 1990, as amended, by-laws may be amended by Councils of municipalities;

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

- 1. **That** Schedule "30" to Zoning By-law No. 19-2002 is hereby amended by changing the zone symbol on the lands described as Con 15 W Pt Lot 23, geographic Township of Egremont, in the Township of Southgate. Further described as 184508 Grey Road 9 and shown on Schedule "A", affixed hereto, from:

- **Agricultural (A1) to Agricultural Exception (A1-499)**

- 2. **That** Section 33 to By-law No. 19-2002 is hereby amended by adding the following section as follows:

"33-499 Con 15 W Pt lot 23 (Proton)	A1-499	Lands within the Agricultural (A1-499) zone, shall permit, in addition to the permitted uses of the "A1" zone, a garden suite. The following additional special provisions shall apply to the Garden Suite:
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- | | |
|-------|--|
| (i) | A Garden Suite shall be permitted for a period not to exceed October 6, 2041; |
| (ii) | The existing cottage shall be considered the Garden suite and shall be located in the rear or side yard only of the new principle residence. |
| (iii) | The new residence shall be located a <u>max</u> of 30m from the existing cottage, which is to be deemed a garden suite for the purposes of this by-law, |
| (iv) | The new residence shall be setback a minimum of 608m from Grey Road 9;and |

- 3. **That** Schedule "A" and all other notations thereon are hereby declared to form part of this by-law; and
- 4. **That** this by-law shall come into force and take effect upon being passed by Council subject to any approval necessary pursuant to the Planning Act R.S.O. 1990, as amended.

Read a first, second, and third time and finally passed this 6th day of October 2021.

John Woodbury, Mayor

Lindsey Green, Clerk

Explanatory Note

This by-law applies only to those lands described as Con 15 W Pt Lot 23, geographic Township of Egremont, in the township of Southgate, known municipally as 184508 Grey Road 9. The purpose of the zoning by-law amendment is to permit a garden suite on private services for a period not exceeding 20 years.

The effect of the By-law is to change the zoning symbol on the subject lands from Agricultural (A1) to Agricultural Exception (A1-499), to recognize an existing cottage as a garden suite and establish a new residence on the property within 30m of the existing cottage. There are no changes to the Environmental Protection (EP) area boundaries.

The Township Official Plan designates the subject lands as Agricultural, Wetlands and Hazard Lands.

By-Law No. 2021-143

Amending By-Law No. 19-2002

Township of Southgate

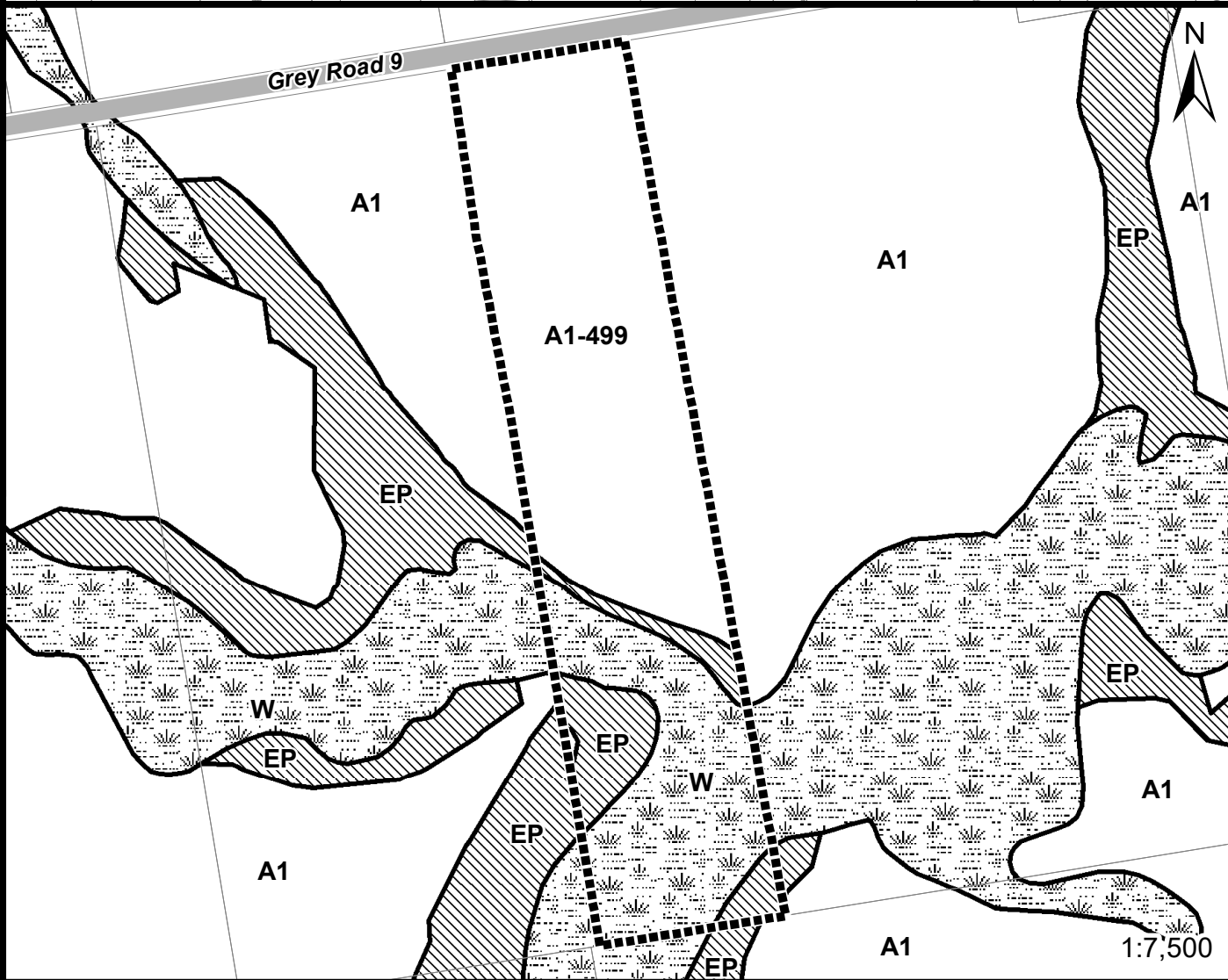
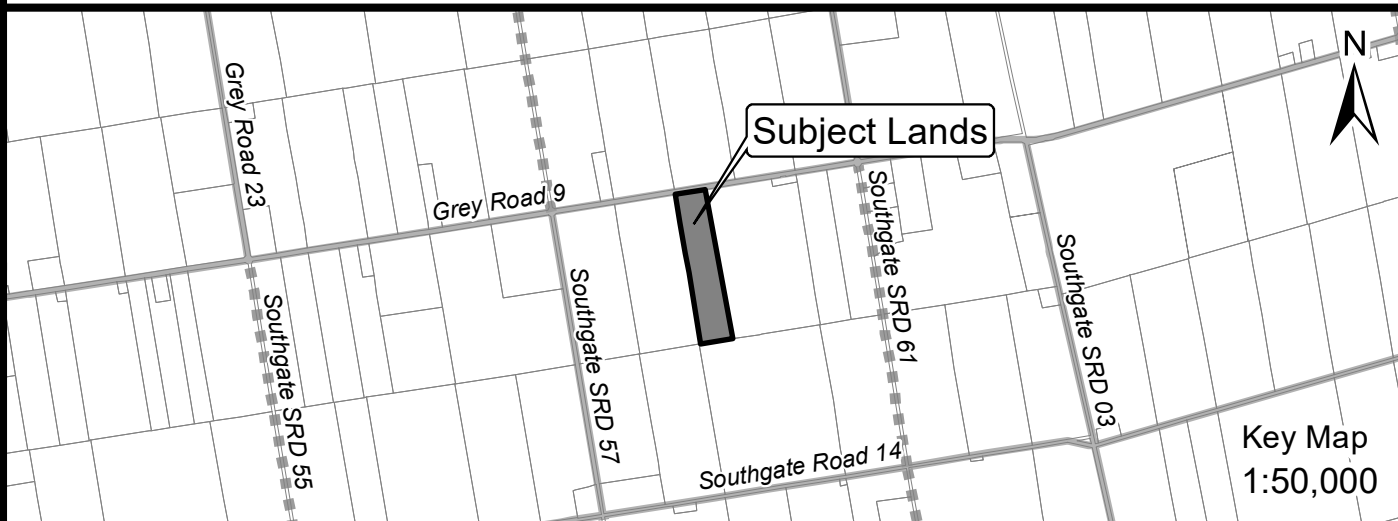
(Geographic Township of Egremont)

Date Passed: October 6, 2021

Signed: _____

John Woodbury, Mayor

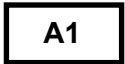
Lindsey Green, Clerk



Legend



Subject Lands



A1

Agricultural



EF

Environmental Protection



W

Wetland

Township of Southgate
Administration Office
185667 Grey Road 9, RR 1
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Web: www.southgate.ca

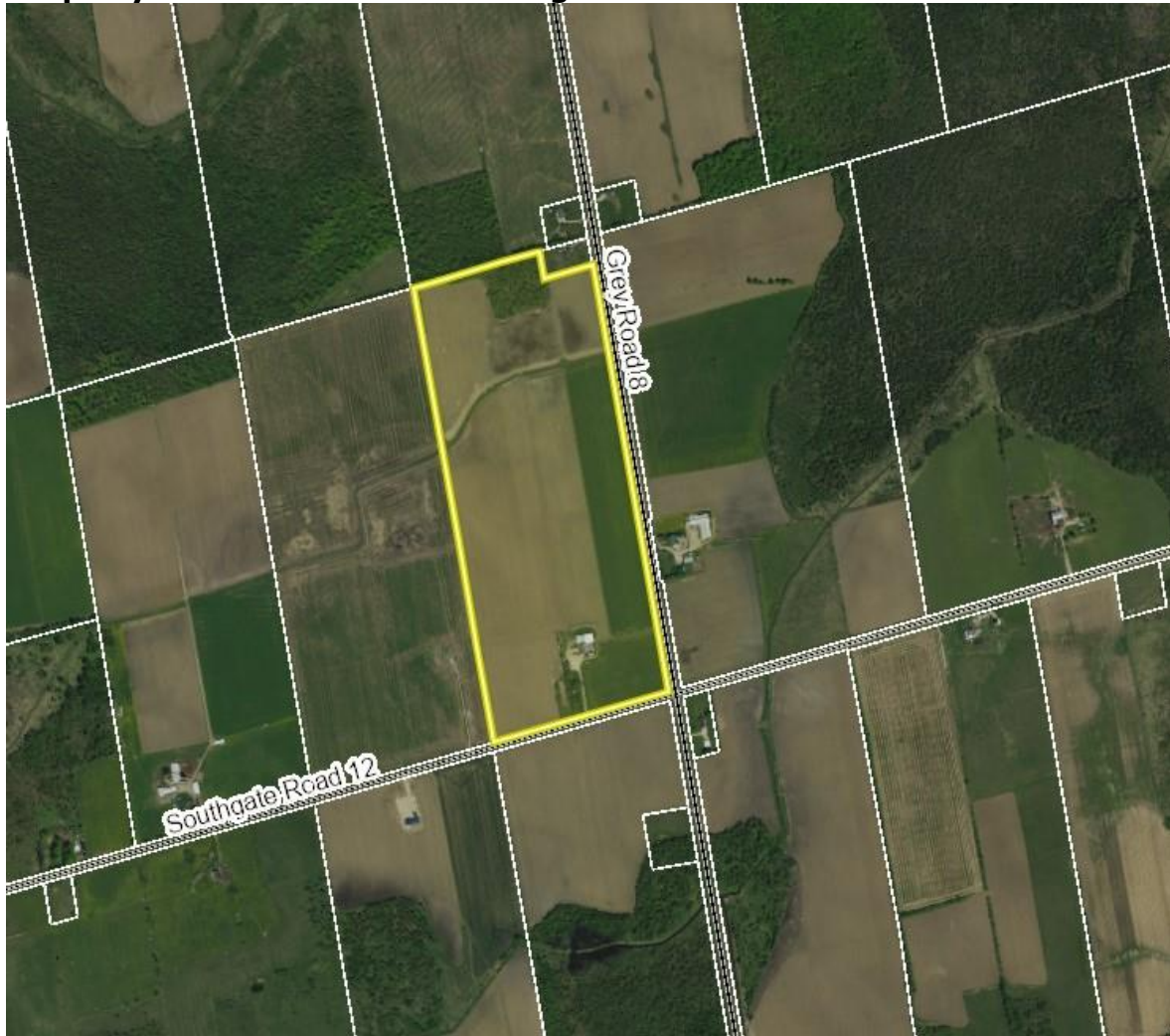
Staff Report PL2021-084

Title of Report: PL2021-084-C19-21 Manoah Martin
Department: Clerks
Branch: Planning Services
Council Date: October 6, 2021

Recommendation:

Be it resolved that Council receive Staff Report PL2021-084 for information; and
That Council consider approval of By-law 2021-144.

Property Location: 126611 Southgate Road 12



Subject Lands:

The subject lands are described as Con 9, Lot 37 Geographic Township of Proton and are approximately 38.7ha (95.7 acres). The lands have frontage on Southgate Road 12 and are alternatively described as 126611 Southgate Road 12.

The Purpose of the zoning bylaw amendment is to allow for an On farm diversified use being a small scale Industrial Use shop. The owners wish to add the shop to the list of permitted uses for the Agricultural A1 zone. The shop including office and power room can be up to 750m² with outside storage up to 500m².

The Effect of the proposed zoning by-law amendment would be to change the zone symbol on a portion of the subject lands to permit the Industrial Use shop within a new agricultural exception zone (A1-496). Any Environmental Protection Zone Boundary may be adjusted based on Conservation Authority comments.

Background

A Public meeting was held virtually on July 21, 2021. Supporting documents and comments posted on the website are available at:

<https://www.southgate.ca/en/municipal-services/planning-applications-public-notice.aspx#C19-21-Manoah-and-Naomi-Martin>

The comments received include:

The Historic Saugeen Metis have no concerns or objections.

The Public Works Department indicate that the property is a Rural asphalt standard and will require a commercial entrance and paved apron.

The County of Grey indicate that provided D-6 Guidelines can be met, County planning staff have no further concerns with the subject application.

The SVCA indicate the proposal is acceptable to SVCA staff.

Enbridge Gas indicate that it, does have service lines running within the area which may or may not be affected by the proposed Site Plan. Should the proposed site plan impact these services, it may be necessary to terminate the gas service and relocate the line according to the new property boundaries. Any Service relocation required would be at the cost of the property owner.

No comments were received from members of the public.

Staff Comments:

Regarding the comments regarding D-6 guidelines staff note that the proposed use would require a setback of 70m and be considered a category one type use. The proposed shop will be 220m away from the nearest sensitive receptor and therefore the D-6 guidelines can be met.

Financial Implications:

The following is an example of the increased tax revenue associated with the addition of a 600m² industrial shop on a residential farm property:

2019	Assessment	Tax Rate	Taxation
RT (Residential)	\$ 250,000	1.253103%	\$ 3,132.76
FT (Farm)	\$ 300,000	0.302355%	\$ 907.07
	<u>\$ 550,000</u>		<u>\$ 4,039.82</u>

2020	Assessment	Tax Rate	Taxation
RT (Residential)	\$ 255,900	1.279978%	\$ 3,275.46
FT (Farm)	\$ 365,468	0.283931%	\$ 1,037.68
	<u>\$ 621,368</u>		<u>\$ 4,313.14</u>
JT (Industrial)	\$ 150,000	3.074136%	\$ 4,611.20
	<u>\$ 771,368</u>		<u>\$ 8,924.34</u>

Of the total taxes of \$8,924.34 above, the Township receives \$4,735.91 (\$2,148.84 pertaining the shop), The County receives \$2,187.12 and the local Board of Educations' receive \$2,001.32.

This is increased revenue every year and therefore after a period of 10 years one shop without including the residence or its portion of Education and County taxes, would generate \$21,488.40 in additional tax revenue for the Township. The entire tax revenue generated could be directed by the Township to the Road budget if necessary, however it should be pointed out, that roads often have a lifespan greater than 10 years. Building the industrial shop would also generate \$17,456.92 in Development Charge revenue.

With the above information we can compare projected revenues from pre and post development. Over a 10 year period, without the development, the Township would collect \$40,398.20 in property taxes. This number would further be divided by the County and Education portions of the taxes collected. Over a ten year period, with the development, the Township would collect \$106,700.32 in property taxes and development charge revenue, which is 2.64 times that if nothing had developed.

Staff Review

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

The Provincial Policy Statement 2020 (PPS)

The PPS has been reviewed in its entirety, however, only the most relevant policies have been identified below. The subject land would constitute "Rural Area" under the definition of the PPS. The PPS allows for a variety of uses in the rural areas:

1.1.4.1 In rural areas located in municipalities:

f) promoting diversification of the economic base and employment opportunities through goods and services, including value-added products and the sustainable management or use of resources;

The PPS supports the diversification of the rural economy. The proposed Industrial use shop will support farming and grow the rural economic base. The lands are further categorized into Rural and Agricultural lands by the PPS. The subject lands are considered as Agricultural; below is a review of those policies.

The subject lands are further characterized as a prime agricultural area within the Provincial Policy Statement. The permitted uses for the agricultural lands are listed below.

"2.3.3 Permitted Uses

2.3.3.1 In prime agricultural areas, permitted uses and activities are: agricultural uses, agriculture-related uses and on-farm diversified uses.

Proposed agriculture-related uses and on-farm diversified uses shall be compatible with, and shall not hinder, surrounding agricultural operations. Criteria for these uses may be based on guidelines developed by the Province or municipal approaches, as set out in municipal planning documents, which achieve the same objectives."

The definitions of Agricultural use, Agricultural related use and on farm diversified use are provided below from the PPS. All of the shops being proposed within the Township at the present time fall within one of the three definitions below and are therefore consistent with the definitions within the Provincial Policy.

Agricultural use "means the growing of crops, including nursery, biomass, and horticultural crops; raising of livestock; raising of other animals for food, fur or fibre, including poultry and fish; aquaculture; apiaries; agro-forestry; maple syrup production; and associated on-farm buildings and structures, including, but not limited to livestock facilities, manure storages, value-retaining facilities, and accommodation for full time farm labour when the size and nature of the operation requires additional employment."

Agricultural related uses: means those farm uses related commercial and farm related industrial uses that are directly related to farm operations in the area, support agriculture, benefit from being in close proximity to farm operations, and provide direct products and or services to farm operations as a primary activity.

On farm diversified uses: "means uses that are secondary to the principal agricultural use of the property, and are limited in area. On-farm diversified uses

include, but are not limited to, home occupations, home industries, agri-tourism uses, and uses that produce value added agricultural products.”

This proposed shop would be considered an on-farm diversified use which is permitted in a Prime Agricultural area.

Minimum Distance Separation (MDS)

Regarding MDS, it has been reviewed and there are no barns that will be negatively impacted by the proposed metal and fabricating shop. Staff have reviewed the MDS Guidelines and there are no concerns regarding MDS.

The proposal will not hinder surrounding agricultural operations and will not require infrastructure development. The proposal is consistent with the definitions and policies of the PPS including promoting diversification of the economic base and employment opportunities. Based on the foregoing, the proposal appears to be consistent with the PPS.

Township Official Plan

The Township of Southgate Official Plan (OP) designates the subject lands “Agricultural” and “Hazard lands”. The OP provides for small scale commercial and industrial uses on properties greater than 20ha to a maximum of 750m² in size. The maximum outside storage is 500m² in addition to the 750m² building size. The proposal is to construct a shop up to 750 m² in size. The outdoor storage area can be up to 500m². The proposal complies with the above policy as well as when you look at the definition of small scale below.

The Official Plan defines Small Scale on parcels larger than 20 hectares as: a maximum structure size of 750m² and a maximum outdoor storage display area of 500m² will be permitted. If the structure is less than 750m², the outside display area may be increased, so that the combined outside display area and structure does not exceed 1250 square meters.

The proposal meets this definition and is therefore considered small scale under the policies of the Township Official Plan.

The Township Official Plan section 5.1.1 Agricultural designation permitted uses include the following:

“iv. small scale commercial and industrial uses;”

As noted above, the proposal meets the Official Plan Definition of Small Scale and is therefore considered a permitted use in the Agricultural Designation.

Section 5.1.3 Development Policies

6. The maximum structure size for new or expanding small scale commercial and industrial uses shall be 750 square metres, with a maximum outdoor storage size of 500 square meters. Where the maximum structure size is less than 750 square metres, more outdoor storage space will be permitted up to a combined maximum

of 1250 square metres. Such uses will only be permitted on farm parcels greater than 20 hectares, all subject to satisfying the Development Policies as outlined in this Section. Council may, in the future, limit the commercial or industrial use through the implementing Zoning Bylaw Amendment.

The proposal is consistent with the Development policies of the Official Plan and through site plan control will blend in with the rural landscape. The proposal will assist the farming operation by providing support in the form of income and proximity to the farming operation to allow the farming operation to continue to be located in this area. While a use like this could potentially be situated in an industrial park, it is in my opinion, better suited to the rural area because it allows farming to continue on the property and supports the agricultural community. The construction of the shop broadens the tax base and supports the rural economy while operating using minimal infrastructure and servicing. Furthermore, it allows those citizens who rely on animals for transportation to live and work in the same area.

Zoning By-law

The proposed zoning by-law amendment would change the zoning symbol on a portion of the property from Agricultural (A1) to Agricultural Exception (A1-496) to allow for a small scale Industrial use to be permitted on the property. The dry industrial use may include metal working, wood working, plastics or powder coating and painting and other similar type manufacturing uses. The Environmental Protection Zone Boundary may be adjusted based on Conservation Authority comments. The zoning will also provide regulations for setbacks for the use. Site Plan control will also be required in order to implement specific control measures to address potential nuisance issues such as noise, dust and visual impact. The closest residence is 50 to the South and owned by the applicant. The closest residential parcel is approximately 220m away.

Conclusions

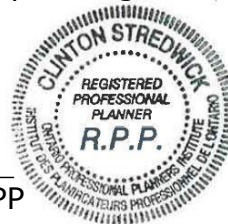
Based on the above policy review and the information provided and comments received, the proposal is consistent with the Policies of the Provincial Policy Statement, The County of Grey Official Plan, The Township of Southgate Official Plan. The proposed zoning by-law amendment should therefore be approved and is considered appropriate for the area and good land use planning.

Respectfully Submitted,

Municipal Planner:

Original Signed By

Clinton Stredwick, BES, MCIP, RPP



CAO Approval:

Original Signed By

Dave Milliner, CAO

Attachments: None.

The Corporation of the Township of Southgate
By-law Number 2021-144

being a by-law to amend Zoning By-law No. 19-2002, entitled the
"Township of Southgate Zoning By-law"

Whereas the Council of the Corporation of the Township of Southgate deems it necessary to pass a by-law to amend Zoning By-law No. 19-2002; and

Whereas pursuant to the provisions of Section 34 of the Planning Act, R.S.O. 1990, as amended, by-laws may be amended by Councils of municipalities.

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

- 1. **That** Schedule "34" to Zoning By-law No. 19-2002 is hereby amended by changing the zone symbols on a portion of the lands described as Con 9, Lot 37, geographic Township of Proton, in the Township of Southgate and shown on Schedule "A", affixed hereto, from:
 - **Agricultural (A1) to Agricultural Exception (A1-496)**
- 2. **That** Section 33 to By-law No. 19-2002 is hereby amended by adding section 33.496 with the following:

"33-496 Con 9, Lot 37 (Proton)	A1-496	Notwithstanding the provisions of Sections 6.0 or any other provisions to the contrary, the land zoned A1-496 shall be subject to the following regulations in relation to an additional permitted use being a small scale dry industrial use. a) The small scale dry industrial use may include but is not limited to, a metal workshop for fabricating, welding, manufacture of small equipment and parts and repair shop, woodworking shop or other similar type uses: b) The use shall remain secondary to the principle use of the property, being an agricultural use. c) The maximum combined size of the Industrial workshop, power room, office and lunch room shall not exceed 750 m ² d) The maximum size of all outdoor storage shall be 500m ² . If the size limits in clause c above have not been reached, the outdoor storage area may be expanded provided the combined structure size in clause b and the outdoor storage area do not exceed 1250m ² . e) All outside storage shall be screened from view by way of fencing or landscaped buffer. Outside storage may be enclosed provided it does not exceed size requirements and is only used for storage.
---	---------------	---

- f) The shop shall be setback a minimum of 110m from the front lot line along Highway 10.
- g) The shop shall be setback a minimum of 140m from the West side lot line and 165m from the East side lot line.

- 3. **That** Schedule "A" and all other notations thereon are hereby declared to form part of this by-law; and
- 4. **That** this by-law shall come into force and take effect upon being passed by Council subject to any approval necessary pursuant to the Planning Act R.S.O. 1990, as amended.

Read a first, second, and third time and finally passed this 6th day of October 2021.

John Woodbury – Mayor

Lindsey Green – Clerk

Explanatory Note

This by-law applies only to those lands described as Con 9, Lot 37, geographic Township of Proton, in the Township of Southgate. The zoning bylaw amendment is to allow for a small scale Industrial shop use to be added to a portion of the property. The by-law will add a dry Industrial shop, office and power room use to the list of permitted uses. The Industrial workshop, office and power room are proposed to be up to 750m². The outside storage area is proposed to be approximately 500m² with provisions for expansion. All other provisions of the by-law shall apply.

The Effect of the zoning by-law amendment is to change the zoning symbol on a portion of the property from Agricultural (A1) to Agricultural Exception (A1-496) to allow for a small scale Industrial use to be permitted on the property.

The Township of Southgate Official Plan designates the subject lands Agricultural, and Hazard lands.

Schedule "A"
By-Law No.2021-144

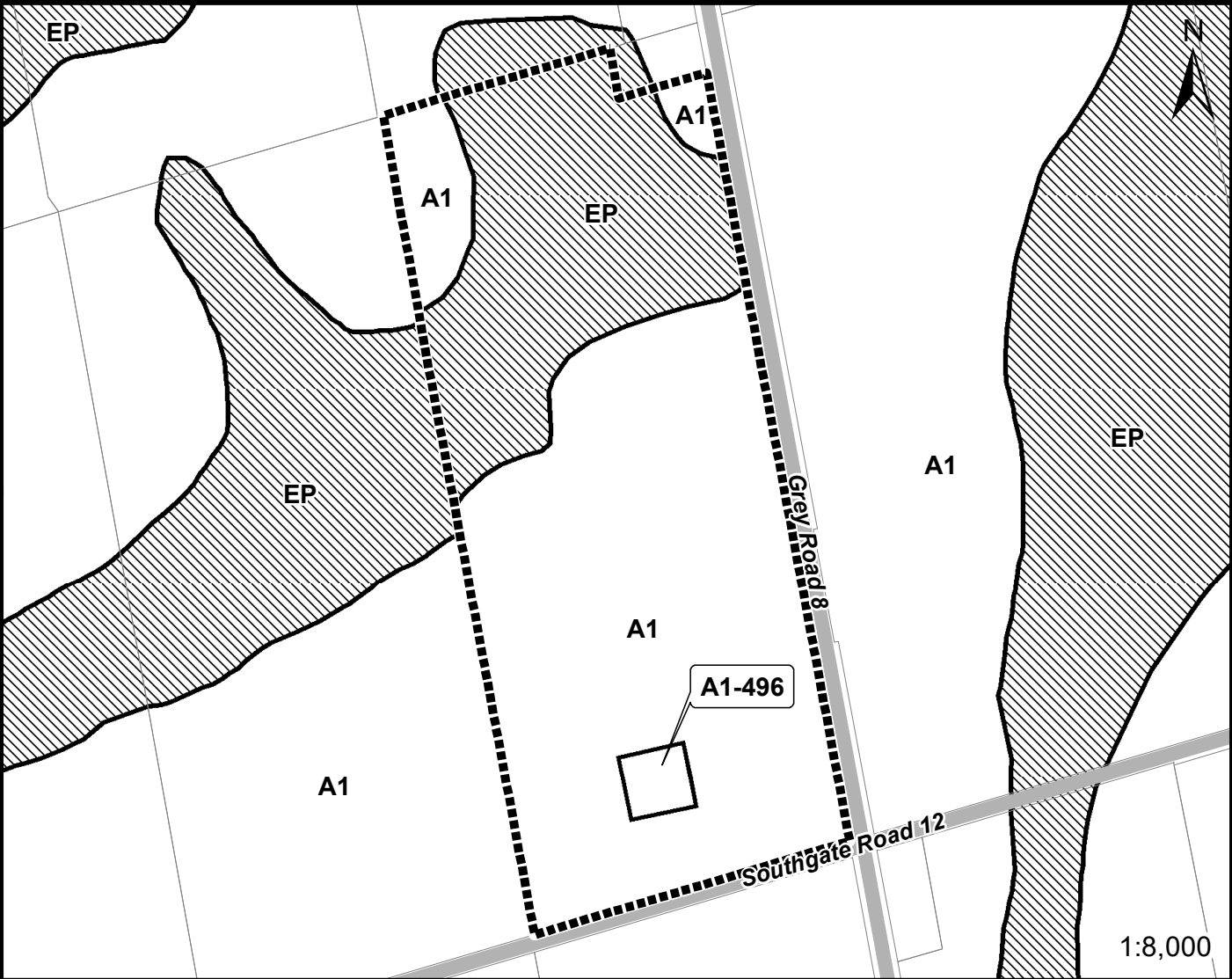
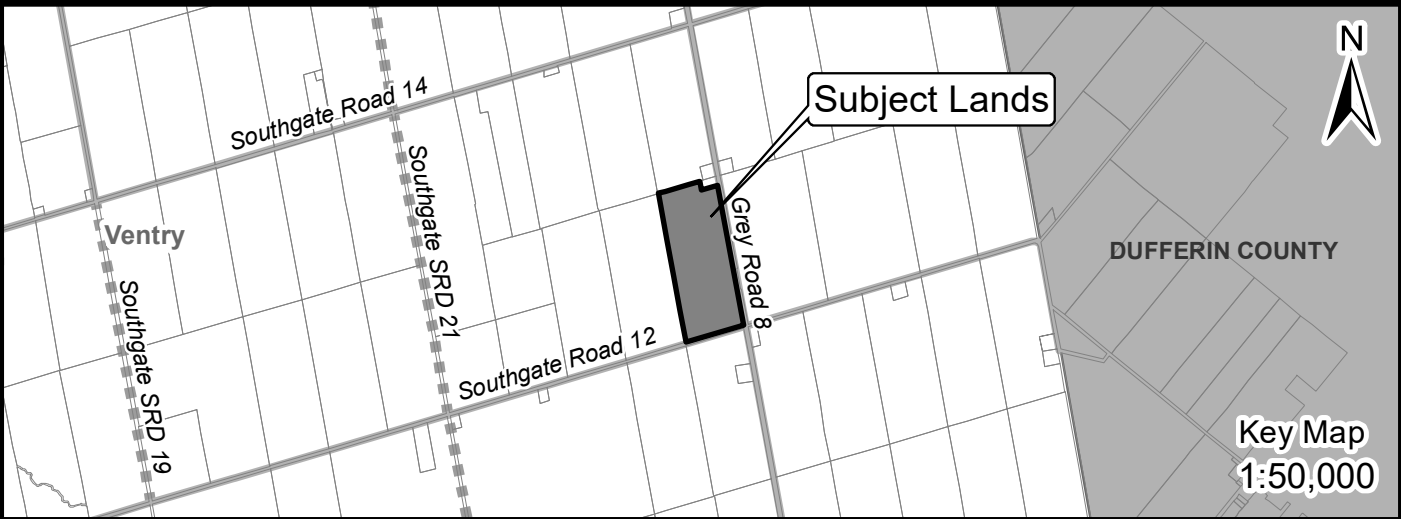
Amending By-Law No. 19-2002

Township of Southgate
(Geographic Township of Proton)

Date Passed: October 6, 2021

Signed: _____
John Woodbury, Mayor

Lindsey Green, Clerk





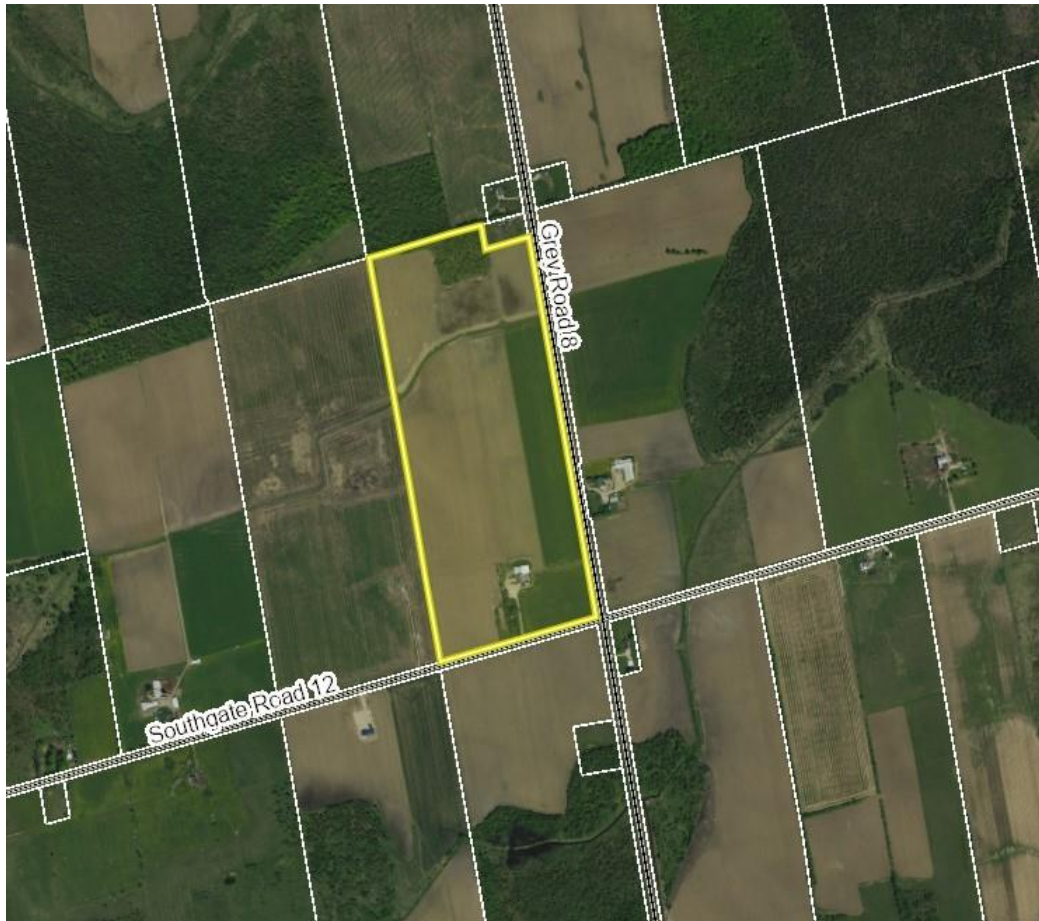
Staff Report PL2021-085

Title of Report: PL2021-085-SP 14-21 Manoah Martin
Department: Clerks
Branch: Planning Services
Council Date: October 6, 2021

Recommendation:

Be it resolved that Council receive Staff Report PL2021-085 for information; and
That Council consider approval of By-law 2021-136 authorizing the entering into a Site Plan Agreement.

Property Location: 126611 Southgate Road 12, legally described as Con 9, Lot 37, Geographic Township of Proton, Township of Southgate



Background: The zoning amendment application C19-21 can be viewed at the following link:

<https://www.southgate.ca/en/municipal-services/planning-applications-public-notices.aspx#C19-21-Manoah-and-Naomi-Martin>

The official public meeting for the Zoning By-law was held on July 25, 2021 of this year. A site plan application has also been received. The zoning amendment application C19-21 has been reviewed and if it is approved at this meeting, a site plan agreement can be considered.

Staff Comments: The Site Plan and Site Plan Agreement addresses a number of issues to mitigate potential conflicts with neighbouring land uses. The agreement attempts to mitigate concerns raised by similar rural uses and it includes the following:

1. Requiring landscaping and screening to blend it in with the surrounding area. The screening trees are to be a minimum 1.5m in height and coniferous in order to provide screening of the outdoor storage areas and to blend the building in with the landscape. It is noted that the screening does not currently extend along the northern edge of the Outside Storage area. It is recommended that the drawings be revised to extend the visual screen of trees along the northern edge of the outside storage to comply with the by-law
2. Ensuring that in the event of a complaint all doors and windows will remain closed during operation.
3. Applying dust control measures at the Townships discretion.
4. Requiring a commercial entrance with a paved apron.
5. Requiring a water reservoir be installed should the Township fire department deem it necessary in future.

The closest neighbouring residence is over 220m away. A key map of the area has been provided for your review. The above provisions will ensure that surrounding land uses are minimally impacted by the proposed development. It is, therefore, the recommendation of Township staff to approve the Site Plan subject to the minor modification to the landscape screening noted in this report and authorize the Mayor and Clerk to sign the Site Plan Agreement.

Financial Implications: None.

Concluding Comments: Based on the above it is recommended that the Council receive this staff report for information and consider approval of By-law 2021-136 authorizing the Site Plan Amending Agreement.

Respectfully Submitted,

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

CAO Approval: Original Signed By
Dave Milliner, CAO



The Corporation of the Township of Southgate
By-law Number 2021-136

Being a by-law to authorize the execution of a Site Plan Control Agreement

Whereas Section 41 of the Planning Act, RSO 1990, Chapter P.13 as amended authorizes municipalities to designate areas of Site Plan Control, and to subsequently enter into agreements with respect to the conditions of development or redevelopment of lands in areas of Site Plan Control; and

Whereas all of the lands within the Township are designated as a Site Plan Control Area pursuant to the provisions of Section 41 of the Planning Act and By-law 2007-47; and

Whereas the Council of the Township of Southgate deems it expedient to enter into a Site Plan Agreement with the owner,

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

1. **That** a Site Plan Agreement between Manoah and Naomi Martin and the Township of Southgate for the development of the lands described as Concession 9, Lot 37, Geographic Township of Proton, Township of Southgate is authorized. Such agreement being attached hereto as Schedule "A" and which forms a part of this by-law;
2. **That** the Mayor and Clerk are authorized to sign the Site Plan Agreement on behalf of the Council of the Corporation of the Township of Southgate in substantially the form as that set out in Schedule A;
3. **That** the Clerk is authorized and directed to cause notice of the Site Plan Agreement to be registered on the title to the said lands forthwith after it has been signed by all parties; and
4. **That** this By-law shall come into full force and effect upon the final passing hereof.

Read a first and second time this 6th day of October 2021.

Read a third time and finally passed this 6th day of October 2021.

Mayor – John Woodbury

Clerk- Lindsey Green

THE CORPORATION OF
THE TOWNSHIP OF SOUTHGATE

SITE PLAN AGREEMENT

THIS AGREEMENT made in triplicate this_____ day of_____, 2021

Between: **Manoah Martin and Naomi Martin**

(hereinafter called the "OWNERS" OF THE FIRST PART)

- and -

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

(hereinafter called the "TOWNSHIP" OF THE SECOND PART)

WHEREAS the OWNERS represents that they are the owners of these lands and premises in the Township of Southgate in the County of Grey, being more particularly described in s Schedule "A"

AND WHEREAS the OWNERS have applied to the TOWNSHIP to permit development on the OWNER'S lands;

AND WHEREAS the Encumbrancer(s) (if any) hold registered security interests in the lands and all Encumbrancers of the lands are included as parties to this Agreement

AND WHEREAS the OWNERS have agreed with the TOWNSHIP to furnish and perform the works, material, matters and things required to be done, furnished and performed in the manner hereinafter described in connection with the proposed use of the subject lands;

AND WHEREAS the said lands have been designated by the Council of the TOWNSHIP as being within a site plan control area as provided by Section 41 of the Planning Act, R.S.O. 1990, as amended;

NOW THEREFORE witnesseth that in consideration of other good and valuable consideration and the sum of one -----(\$1.00)-----DOLLAR of lawful money of Canada now paid by the TOWNSHIP to the OWNER, the receipt whereof is hereby acknowledged, the OWNERS and the TOWNSHIP covenant, declare and agree as follows:

SECTION 1 - LANDS TO BE BOUND

1. The lands to be bound by the terms and conditions of this Agreement (sometimes referred to as "the subject lands"), are located in the geographic Township of Proton, in the TOWNSHIP OF SOUTHGATE, and are more particularly described in Schedule "A".

SECTION II - COMPONENTS OF THE AGREEMENT

1. The text and the following Schedules, which are annexed hereto, constitute the components of this Agreement.

Schedule "A" - Legal Description of the Lands being developed.

Schedule "B" - Site Plan(s)

SECTION III - REGISTRATION OF AGREEMENT

1. This Agreement shall be registered on title to the said lands as provided for by Section 41(10) of the Planning Act, R.S.O., 1990, as amended, at the expense of the OWNERS;
2. The OWNERS agree that all documents required herein shall be submitted in a form suitable to the TOWNSHIP and suitable for registration, as required;
3. The PARTIES agree that this Agreement must be registered against the OWNERS' lands within thirty (30) days of the execution thereof by both parties.

SECTION IV - BUILDING PERMITS

1. The OWNERS agree to not request the Chief Building Official to issue any further building permits to carry out the development until this Agreement has been registered on title to the lands described in Schedule "A" attached hereto and a registered copy of same has been provided to the Township.
2. It is agreed that if the OWNERS fail to apply for any building permit or permits to implement this Agreement within 12 months from the date upon which such building permit would be available, then the TOWNSHIP, at its option has the right to terminate the said Agreement and require that a new Site Plan Agreement be submitted for approval and execution.

SECTION V - PROVISIONS

1. **THIS AGREEMENT** applies to works related to the entire subject lands and includes the exterior of existing buildings, new structures, drainage and servicing and entrance as required. Agricultural and residential uses are not applicable to this Site Plan Agreement in accordance with section 41 of the Planning Act and By-law 47-2007.

2. **THE OWNERS** further covenant and agree to develop the subject lands in accordance with the Site Plan being Schedule "B" attached hereto, and that no work will be performed on the subject lands except in conformity to all provisions of this Agreement.

3. **THE OWNERS** agree to carry out on the lands at the work, and to construct, install and maintain at its expense all of the services, works and facilities stipulated, described by words and numbers, and shown in and upon the following Plans, that is:

(i) Submitted Site Plan Drawings;

which Plan is hereinafter called "the Site Plan." Notwithstanding the generality of the foregoing the requirements under this agreement include all of the notes and printed text contained in and on the Plans making up the Site Plan.

4. **FURTHER DESCRIPTION OF WORK AND LOCATION OF SITE PLAN.** Without limiting the generality of the foregoing, all of the specifications and said requirements contained in the said Site Plan, which is on file at Southgate's Municipal Office, shall be adhered to and satisfied by the Owner to the satisfaction of Southgate.

5. **EXTERIOR FASCIA.** In order to mitigate possible noise impacts of the facility, the owner agrees that the Chief Building Official or By-law Enforcement Officer, may require, if complaints are received, that all doors and windows remain closed during operating hours.

6. **STORM DRAINAGE -- GENERAL.** Notwithstanding the foregoing, the Owner agrees that the storm drainage system on and for the lands shall be designed and constructed to the satisfaction of Southgate at the expense of the Owner.

7. **ENTRANCE.** The entrance to the property is from Southgate Road 12. A Commercial Entrance permit is required and a paved apron between the edge of pavement and the property line is required at the expense of the owner.

8. **FIRE SUPPRESSION.** The owner agrees to install all necessary servicing and equipment on the property for fire fighting and fire suppression including if required a water reservoir, at the owners expense.

9. **SERVICING.** The owner is responsible for ensuring that a private well and sewage disposal system are in good working order to accommodate the shop and its employees.

10. **LANDSCAPED BUFFERING.** The owner agrees to install a landscaped screening buffer where outdoor storage areas are exercised, installed, or used, in accordance with the Township of Southgate Zoning By-law. This buffer must be maintained for the purposes of providing a visual barrier.

11. **OUTSIDE STORAGE.** Outside storage may only be located in the areas identified on the Site Plan. Stacking in the outside storage area is limited to a maximum height of 3m and in no case will it be higher than the eaves of the workshop.

12. **DUST CONTROL MEASURES.** The owner agrees to provide for dust control measures such as calcium and water, to mitigate impacts as required by the Township of Southgate. These measures will be required for those areas of the site not asphalted or seeded with grass.

13. **LIGHTING.** All exterior lighting must be dark sky compliant. It must be pointed downward and remain internal to the site in accordance with the Township of Southgate Standards.

14. **MOE CERTIFICATES OF APPROVAL (IF REQUIRED).** The Owner shall not commence any work on the lands or cause any work to be commenced on the said public highway until any Certificate of Approval required under the ***Environmental Protection Act*** and or the regulations made under it has been duly applied for by the Owner and a copy of the application has been filed with Southgate.

15. **POSTPONEMENT AND SUBORDINATION OF ENCUMBRANCES.** The Owner covenants and agrees, at its own expense, to obtain and register such documentation from its mortgagees or those holding encumbrances as may be deemed necessary by Southgate to postpone and subordinate their interest in the lands to the interest of Southgate to the extent that this Agreement shall take effect and have priority as if it have been executed and registered prior to the execution and registration of any such mortgages or encumbrances.

16. **SOUTHGATE'S PROFESSIONAL FEES AND DISBURSEMENTS.** The Owner shall reimburse Southgate for all of its engineering and legal expenses (professional fees and disbursements) in connection with the development and implementation of this Agreement.

17. **WAIVER.** The failure of Southgate at any time to require performance by the Owner of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by Southgate of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time. Southgate shall specifically retain its rights at law to enforce this Agreement.

18. **NO CHALLENGE TO THE AGREEMENT.** The parties covenant and agree with each other not to call into question or challenge, directly or indirectly, in any proceeding or action in court, or before any administrative tribunal, the parties' right

to enter into and force this Agreement. The law of contract applies to this Agreement and the parties are entitled to all remedies arising from it, notwithstanding any provisions in Section 41 of the Planning Act interpreted to the contrary. The parties agree that adequate consideration has flowed from each party to the other and that they are not severable. This provision may be pleaded by either party in any action or proceeding as an estoppel of any denial of such right.

19. **ENFORCEMENT.** The Owner acknowledges that Southgate, in addition to any other remedy it may have at law, may also be entitled to enforce this Agreement in accordance with Section 446 of the **Municipal Act, 2001** as amended.

20. **MEDIATION.** Without affecting Southgate's statutory right under subsection 41(11) of the said **Planning Act** to, at its complete discretion, invoke the provisions of Section 446 of the **Municipal Act, 2001** as amended regarding any applicable requirement herein in which case this paragraph shall be inoperative and inapplicable, in the event that a dispute relating to this Agreement or its implementation arises that cannot be resolved by negotiation between the parties, the parties agree to use the services of a mediator to attempt to resolve their differences and failing agreement on the procedure to be followed, it shall be conducted in accordance with the rules of procedure for the conduct of mediations of the ADR Institute of Ontario Inc. or its successor body.

21. **REGISTRATION.** The Owner consents to the registration of this Agreement or Notice of this Agreement by Southgate on the title to the lands.

22. **ENUREMENT CLAUSE.** The covenants, agreements, stipulations, declarations, and provisions contained herein shall run with the lands and shall be binding upon the Owner and its successors and assigns and the benefit thereof shall enure to Southgate and its successors and assigns.

SECTION VI - BINDING PARTIES, ALTERATION, AMENDMENT, EFFECT, NOTICE, PENALTY

1. This Agreement may only be amended or varied by a written document of equal formality herewith duly executed by the parties hereto and registered against the title to the subject lands.

2. The OWNER further agrees to complete the items detailed on Schedule "B" within three (3) years of the date of registration of this Agreement.

3. Following completion of the works, the OWNER shall maintain to the satisfaction of the TOWNSHIP, and at the sole expense of the OWNER, all the facilities or works described in Schedule "B".

4. This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of each of the PARTIES hereto.

5. The Agreement shall come into effect on the date of execution by the TOWNSHIP.

6. The OWNER acknowledges that this Agreement is entered into under the provisions of Section 41(7)(c) of the Planning Act, R.S.O., 1990, as amended.

7. Any notice required to be given pursuant to the terms hereto shall be in writing and mailed or delivered to the other at the following address:

To the OWNER: Manoah and Naomi Martin
 126611 Southgate Road 12
 Dundalk, ON
 N0C 1B0

AND IN WITNESS WHEREOF the natural parties hereto have hereunto set their hands and seals. Signing authorized by By-law 2021-136.

Witness

**THE CORPORATION OF THE
TOWNSHIP OF SOUTHGATE**

Schedule "A"

THE LAND

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

**Concession 9, Lot 37, Geographic Township of Proton,
Township of Southgate alternatively described as 126611
Southgate Road 12.**

Schedule "B"

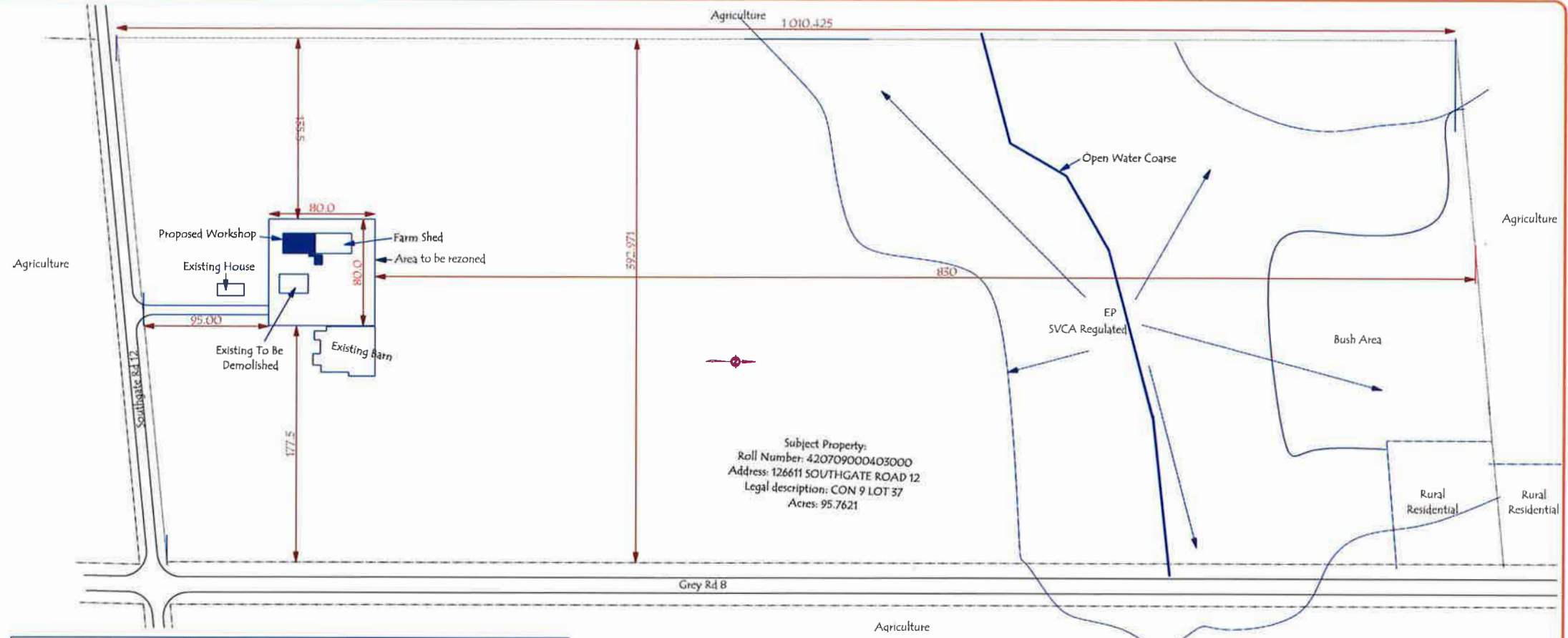
SITE PLANS

Drawing #1. Dated October 6th, 2021 and signed by the planner

Drawing #2. Dated October 6th, 2021 and signed by the planner

Drawing #3. Dated October 6th, 2021 and signed by the planner

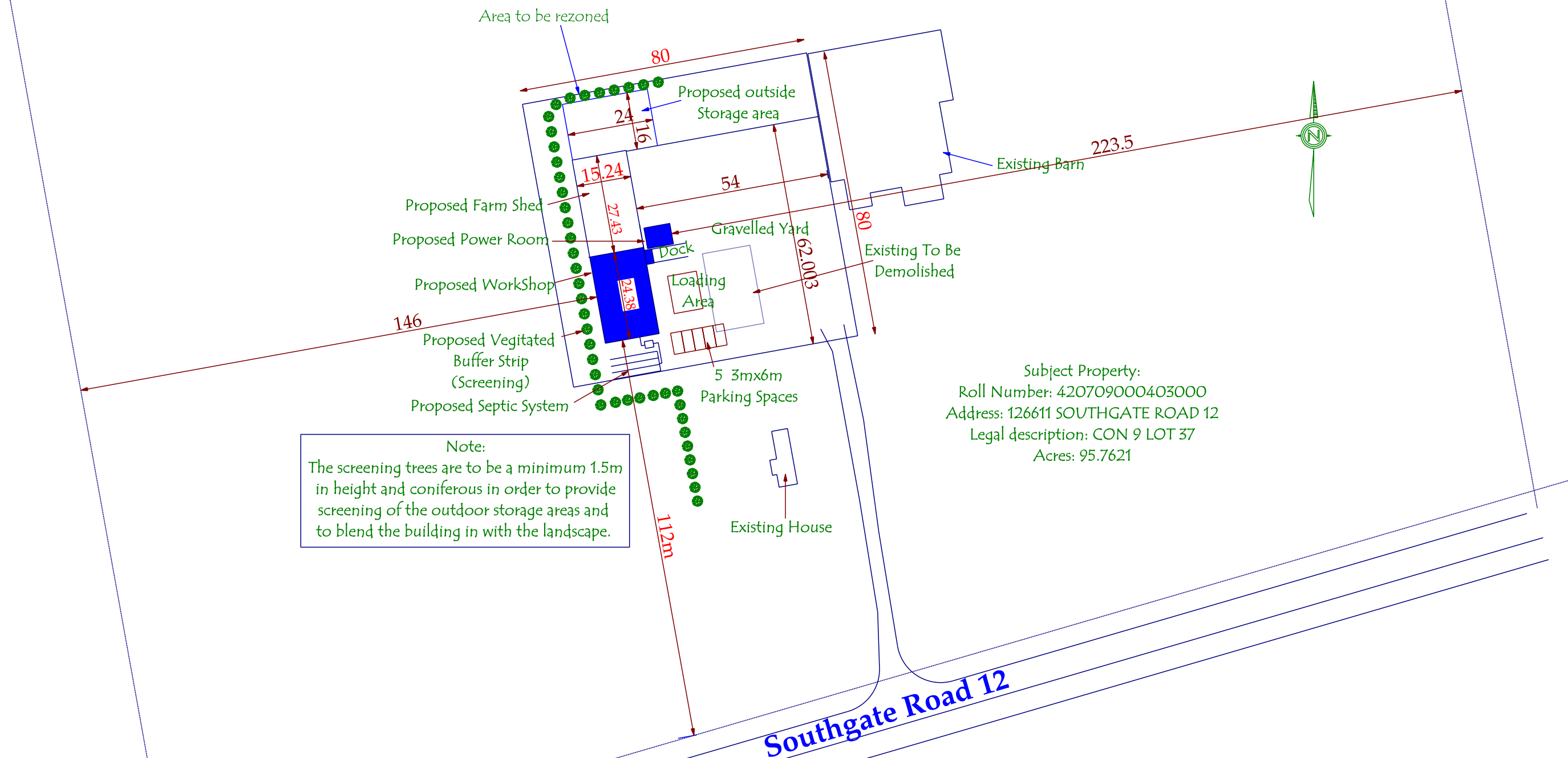
Drawing #4. Dated October 6th, 2021 and signed by the planner



Drawing #1 Dated October 6th, 2021



Project Title ; Zoning Amendment	
Property Owner; Manoah Martin Phone; 519 270 5519	
Property Address; 126611 Southgate Rd.12 Dundalk	
Con.9 Lot 37 (Proton)	
Drawing Title; Site Plan	
Drawing Scale; 1:3000	Page; 1 of 4
Drawn By; E M S	5/25/21



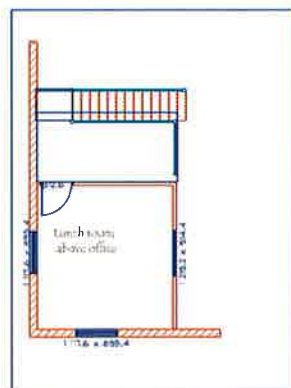
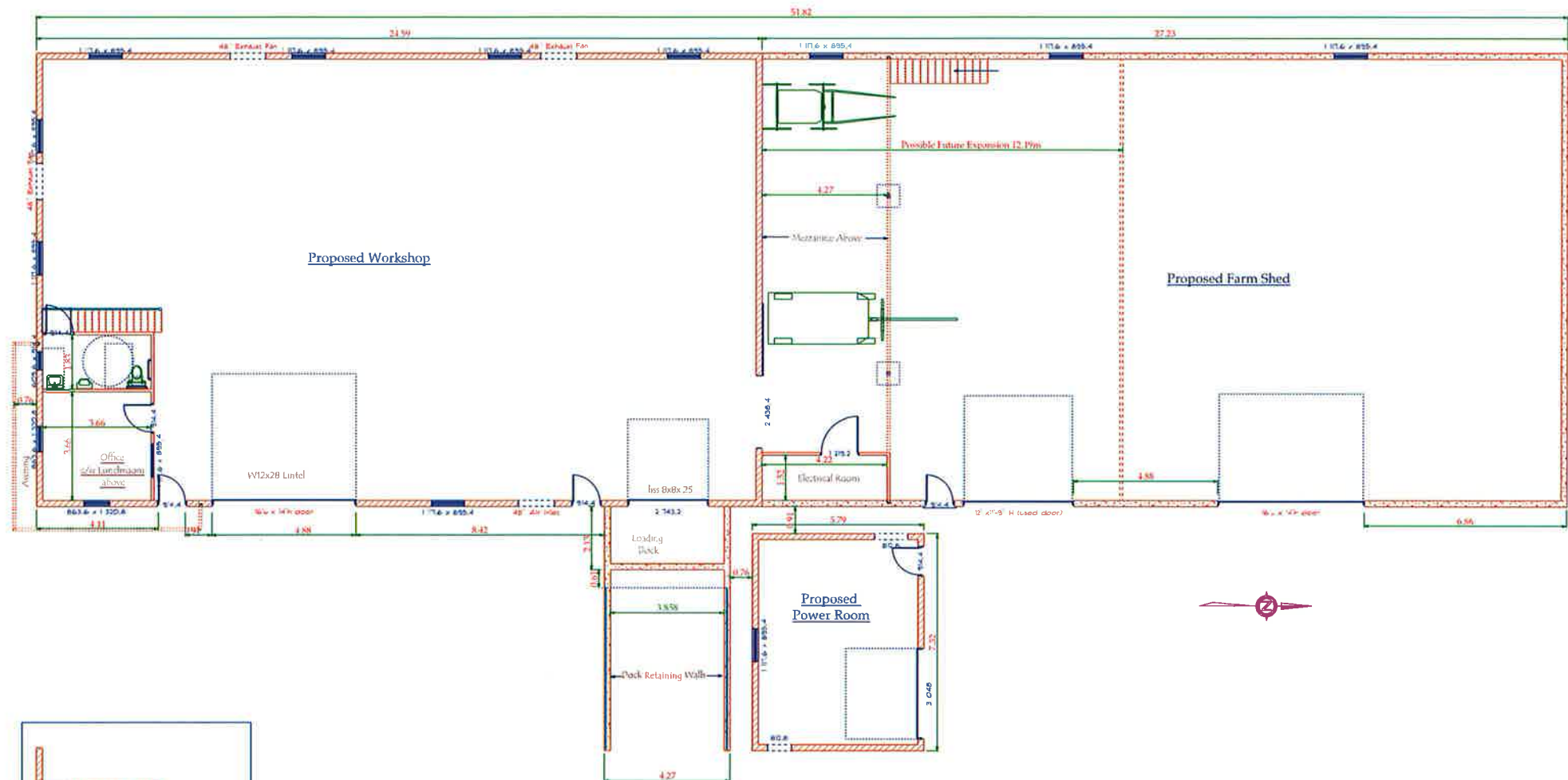
Note:
The screening trees are to be a minimum 1.5m in height and coniferous in order to provide screening of the outdoor storage areas and to blend the building in with the landscape.

Subject Property:
Roll Number: 420709000403000
Address: 126611 SOUTHGATE ROAD 12
Legal description: CON 9 LOT 37
Acres: 95.7621

Drawing #2 Dated October 6, 2021



Project Title ; Zoning Amendment	
Property Owner; Manoah Martin Phone; 519 270 5519	
Proper Address; 126611 Southgate Rd.12 Dundalk	
Con.9 Lot 37 (Proton)	
Drawing Title; Farmstead	
Drawing Scale; 1:1200 Drawn By; E.M.S	Page; 2 of 4 9/29/21

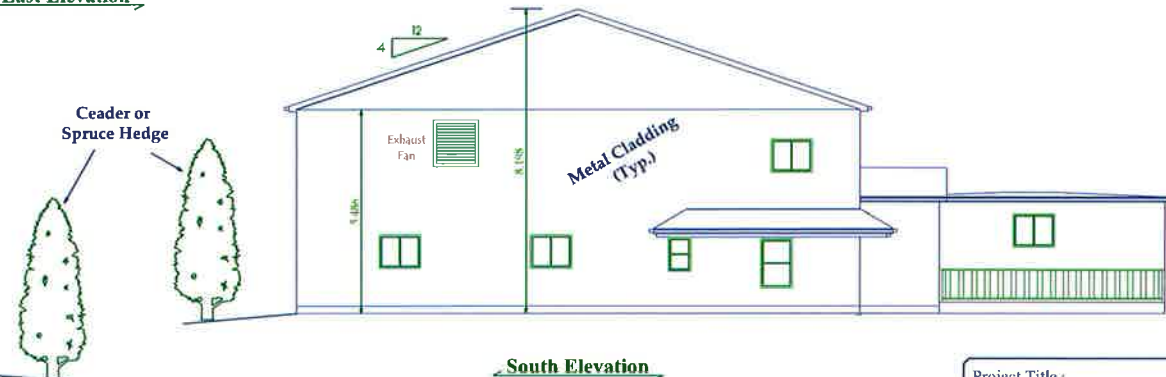
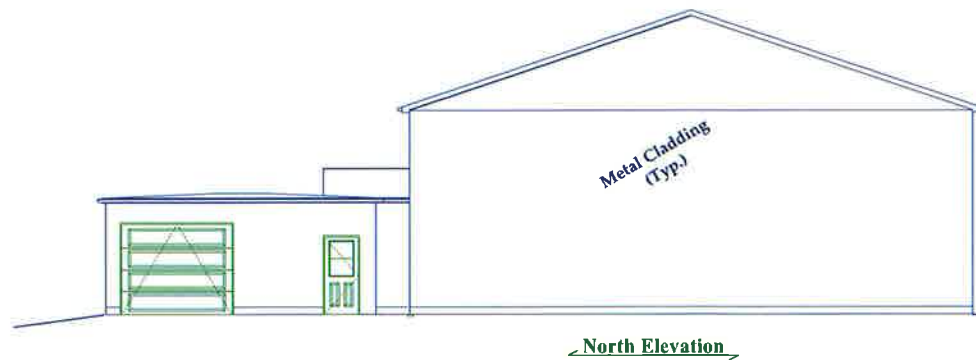
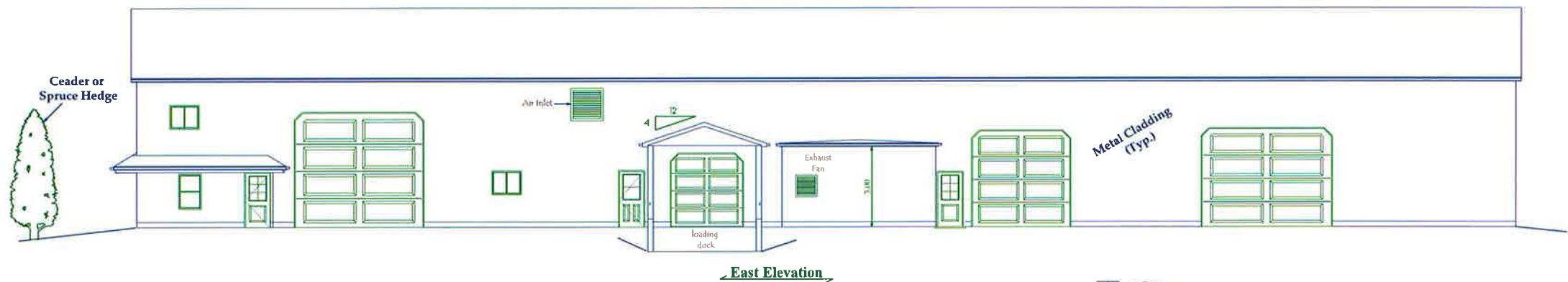
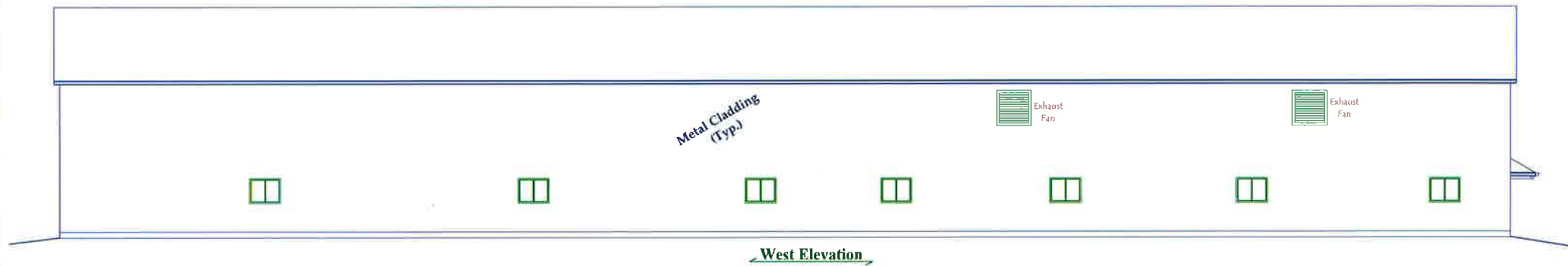


Drawing #3 Dated October 6th, 2021



AREA SCHEDULE		
NAME	Dimensions	AREA
Workshop & Dock	117.6' x 24.55'	2885.54 sq. ft.
Power Rm. & Utility	15.21' x 12.19'	185.70 sq. ft.
Electrical Room	11.76' x 7.52'	88.39 sq. ft.
Total Area		3169.63 sq. ft.

Project Title ; Zoning Amendment	
Property Owner; Manoah Martin Phone; 519 270 5519	
Property Address; 126611 Southgate Rd.12 Dundalk	
Con.9 Lot 37 (Proton)	
Drawing Title; Floor Plan	
Drawing Scale; 1:150 Drawn By: E.M.S	Page; 3 of 4 5/25/21



Drawing #4 Dated October 6th, 2021

Clinton Stredwick



Project Title; Zoning Amendment	
Property Owner; Manoah Martin Phone; 519 270 5519	
Proper Address; 126611 Southgate Rd.12 Dundalk	
Con.9 Lot 37 (Proton)	
Drawing Title; Elevations	
Drawing Scale; 1:150 Drawn By; E.M.S	Page; 4 of 4 5/25/21



Staff Report PL2021-086

Title of Report: PL2021-086-SP 15-21 Menno Hoover
Department: Clerks
Branch: Planning Services
Council Date: October 6, 2021

Recommendation:

Be it resolved that Council receive Staff Report PL2021-086 for information; and
That Council consider approval of By-law 2021-145 authorizing the entering into a Site Plan Amending Agreement.

Property Location: 265483 Southgate Road 26, legally described as Con 19, Pt lot 12, Geographic Township of Proton, Township of Southgate



Background: The zoning amendment application C18-20 was approved on December 2nd, 2020 with bylaw 2020-135.

A site plan application has now been received.

Staff Comments: The Site Plan and Site Plan Agreement addresses a number of issues to mitigate potential conflicts with neighbouring land uses. The agreement

attempts to mitigate concerns raised by similar rural uses and it includes the following:

1. Requiring landscaping and screening to blend it in with the surrounding area. The screening trees are to be a minimum 1.5m in height and coniferous in order to provide screening of the outdoor storage areas and to blend the building in with the landscape. A fence is also an acceptable screening device.
2. Ensuring that in the event of a complaint all doors and windows will remain closed during operation.
3. Applying dust control measures at the Townships discretion.
4. Requiring a commercial entrance with a paved apron.
5. Requiring a water reservoir be installed should the Township fire department deem it necessary in future.

The closest neighbouring residence is over 320m away to the west. A key map of the area has been provided for your review. The above provisions will ensure that surrounding land uses are minimally impacted by the proposed development. It is, therefore, the recommendation of Township staff to approve the Site Plan subject to the minor modification to the landscape screening noted in this report and authorize the Mayor and Clerk to sign the Site Plan Agreement.

Financial Implications: None.

Concluding Comments: Based on the above it is recommended that the Council receive this staff report for information and consider approval of By-law 2021-145 authorizing the Site Plan Amending Agreement.

Respectfully Submitted,

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



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

Attachments: None.

The Corporation of the Township of Southgate
By-law Number 2021-145

Being a by-law to authorize the execution of a Site Plan Control Agreement

Whereas Section 41 of the Planning Act, RSO 1990, Chapter P.13 as amended authorizes municipalities to designate areas of Site Plan Control, and to subsequently enter into agreements with respect to the conditions of development or redevelopment of lands in areas of Site Plan Control; and

Whereas all of the lands within the Township are designated as a Site Plan Control Area pursuant to the provisions of Section 41 of the Planning Act and By-law 2007-47; and

Whereas the Council of the Township of Southgate deems it expedient to enter into a Site Plan Agreement with the owner,

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

1. **That** a Site Plan Agreement between Menno and Martha Hoover and the Township of Southgate for the development of the lands described as Con 19, Pt Lot 12 Proton, Township of Southgate is authorized. Such agreement being attached hereto as Schedule "A" and which forms a part of this by-law;
2. **That** the Mayor and Clerk are authorized to sign the Site Plan Agreement on behalf of the Council of the Corporation of the Township of Southgate in substantially the form as that set out in Schedule A;
3. **That** the Clerk is authorized and directed to cause notice of the Site Plan Agreement to be registered on the title to the said lands forthwith after it has been signed by all parties; and
4. **That** this By-law shall come into full force and effect upon the final passing hereof.

Read a first and second time this 6th day of October 2021.

Read a third time and finally passed this 6th day of October 2021.

Mayor – John Woodbury

Clerk- Lindsey Green

THE CORPORATION OF
THE TOWNSHIP OF SOUTHGATE

SITE PLAN AGREEMENT

THIS AGREEMENT made in triplicate this_____ day of_____, 2021

Between: **Menno and Martha Hoover**

(hereinafter called the "OWNERS" OF THE FIRST PART)

- and -

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

(hereinafter called the "TOWNSHIP" OF THE SECOND PART)

WHEREAS the OWNERS represents that they are the owners of these lands and premises in the Township of Southgate in the County of Grey, being more particularly described in s Schedule "A"

AND WHEREAS the OWNERS have applied to the TOWNSHIP to permit development on the OWNER'S lands;

AND WHEREAS the Encumbrancer(s) (if any) hold registered security interests in the lands and all Encumbrancers of the lands are included as parties to this Agreement

AND WHEREAS the OWNERS have agreed with the TOWNSHIP to furnish and perform the works, material, matters and things required to be done, furnished and performed in the manner hereinafter described in connection with the proposed use of the subject lands;

AND WHEREAS the said lands have been designated by the Council of the TOWNSHIP as being within a site plan control area as provided by Section 41 of the Planning Act, R.S.O. 1990, as amended;

NOW THEREFORE witnesseth that in consideration of other good and valuable consideration and the sum of one -----(\$1.00)-----DOLLAR of lawful money of Canada now paid by the TOWNSHIP to the OWNER, the receipt whereof is hereby acknowledged, the OWNERS and the TOWNSHIP covenant, declare and agree as follows:

SECTION 1 - LANDS TO BE BOUND

1. The lands to be bound by the terms and conditions of this Agreement (sometimes referred to as "the subject lands"), are located in the geographic Township of Proton, in the TOWNSHIP OF SOUTHGATE, and are more particularly described in Schedule "A".

SECTION II - COMPONENTS OF THE AGREEMENT

1. The text and the following Schedules, which are annexed hereto, constitute the components of this Agreement.

Schedule "A" - Legal Description of the Lands being developed.

Schedule "B" - Site Plan(s)

SECTION III - REGISTRATION OF AGREEMENT

1. This Agreement shall be registered on title to the said lands as provided for by Section 41(10) of the Planning Act, R.S.O., 1990, as amended, at the expense of the OWNERS;
2. The OWNERS agree that all documents required herein shall be submitted in a form suitable to the TOWNSHIP and suitable for registration, as required;
3. The PARTIES agree that this Agreement must be registered against the OWNERS' lands within thirty (30) days of the execution thereof by both parties.

SECTION IV - BUILDING PERMITS

1. The OWNERS agree to not request the Chief Building Official to issue any further building permits to carry out the development until this Agreement has been registered on title to the lands described in Schedule "A" attached hereto and a registered copy of same has been provided to the Township.
2. It is agreed that if the OWNERS fail to apply for any building permit or permits to implement this Agreement within 12 months from the date upon which such building permit would be available, then the TOWNSHIP, at its option has the right to terminate the said Agreement and require that a new Site Plan Agreement be submitted for approval and execution.

SECTION V - PROVISIONS

1. **THIS AGREEMENT** applies to works related to the entire subject lands and includes the exterior of existing buildings, new structures, drainage and servicing and entrance as required. Agricultural and residential uses are not applicable to this Site Plan Agreement in accordance with section 41 of the Planning Act and By-law 47-2007.
2. **THE OWNERS** further covenant and agree to develop the subject lands in accordance with the Site Plan being Schedule "B" attached hereto, and that no work will be performed on the subject lands except in conformity to all provisions of this Agreement.
3. **THE OWNERS** agree to carry out on the lands at the work, and to construct, install and maintain at its expense all of the services, works and facilities stipulated, described by words and numbers, and shown in and upon the following Plans, that is:

(i) Submitted Site Plan Drawings;

which Plan is hereinafter called "the Site Plan." Notwithstanding the generality of the foregoing the requirements under this agreement include all of the notes and printed text contained in and on the Plans making up the Site Plan.

4. **FURTHER DESCRIPTION OF WORK AND LOCATION OF SITE PLAN.** Without limiting the generality of the foregoing, all of the specifications and said requirements contained in the said Site Plan, which is on file at Southgate's Municipal Office, shall be adhered to and satisfied by the Owner to the satisfaction of Southgate.
5. **EXTERIOR FASCIA.** In order to mitigate possible noise impacts of the facility, The owner agrees that the Chief Building Official or By-law Enforcement Officer, may require, if complaints are received, that all doors and windows remain closed during operating hours.
6. **STORM DRAINAGE -- GENERAL.** Notwithstanding the foregoing, the Owner agrees that the storm drainage system on and for the lands shall be designed and constructed to the satisfaction of Southgate at the expense of the Owner.

7. **ENTRANCE.** The entrance to the property is from Southgate Road 26. A Commercial Entrance permit is required and a paved apron between the edge of pavement and the property line is required at the expense of the owner.

8. **FIRE SUPPRESSION.** The owner agrees to install all necessary servicing and equipment on the property for fire fighting and fire suppression including if required a water reservoir, at the owners expense.

9. **SERVICING.** The owner is responsible for ensuring that a private well and sewage disposal system are in good working order to accommodate the shop and its employees.

10. **LANDSCAPED BUFFERING.** The owner agrees to install a landscaped screening buffer where outdoor storage areas are exercised, installed, or used, in accordance with the Township of Southgate Zoning By-law. This buffer must be maintained for the purposes of providing a visual barrier. The Landscaped buffer may be in the form of a fence or coniferous trees that are a minimum of 1.5m in height.

11. **OUTSIDE STORAGE.** Outside storage may only be located in the areas identified on the Site Plan. Stacking in the outside storage area is limited to a maximum height of 3m and in no case will it be higher than the eaves of the workshop.

12. **DUST CONTROL MEASURES.** The owner agrees to provide for dust control measures such as calcium and water, to mitigate impacts as required by the Township of Southgate. These measures will be required for those areas of the site not asphalted or seeded with grass.

13. **LIGHTING.** All exterior lighting must be dark sky compliant. It must be pointed downward and remain internal to the site in accordance with the Township of Southgate Standards.

14. **MOE CERTIFICATES OF APPROVAL (IF REQUIRED).** The Owner shall not commence any work on the lands or cause any work to be commenced on the said public highway until any Certificate of Approval required under the ***Environmental Protection Act*** and or the regulations made under it has been duly applied for by the Owner and a copy of the application has been filed with Southgate.

15. **POSTPONEMENT AND SUBORDINATION OF ENCUMBRANCES.** The Owner covenants and agrees, at its own expense, to obtain and register such documentation from its mortgagees or those holding encumbrances as may be deemed necessary by Southgate to postpone and subordinate their interest in the lands to the interest of Southgate to the extent that this Agreement shall take effect and have priority as if it have been executed and registered prior to the execution and registration of any such mortgages or encumbrances.

16. **SOUTHGATE'S PROFESSIONAL FEES AND DISBURSEMENTS.** The Owner shall reimburse Southgate for all of its engineering and legal expenses (professional fees and disbursements) in connection with the development and implementation of this Agreement.

17. **WAIVER.** The failure of Southgate at any time to require performance by the Owner of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by Southgate of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time. Southgate shall specifically retain its rights at law to enforce this Agreement.

18. **NO CHALLENGE TO THE AGREEMENT.** The parties covenant and agree with each other not to call into question or challenge, directly or indirectly, in any

proceeding or action in court, or before any administrative tribunal, the parties' right to enter into and force this Agreement. The law of contract applies to this Agreement and the parties are entitled to all remedies arising from it, notwithstanding any provisions in Section 41 of the Planning Act interpreted to the contrary. The parties agree that adequate consideration has flowed from each party to the other and that they are not severable. This provision may be pleaded by either party in any action or proceeding as an estoppel of any denial of such right.

19. **ENFORCEMENT.** The Owner acknowledges that Southgate, in addition to any other remedy it may have at law, may also be entitled to enforce this Agreement in accordance with Section 446 of the **Municipal Act, 2001** as amended.

20. **MEDIATION.** Without affecting Southgate's statutory right under subsection 41(11) of the said **Planning Act** to, at its complete discretion, invoke the provisions of Section 446 of the **Municipal Act, 2001** as amended regarding any applicable requirement herein in which case this paragraph shall be inoperative and inapplicable, in the event that a dispute relating to this Agreement or its implementation arises that cannot be resolved by negotiation between the parties, the parties agree to use the services of a mediator to attempt to resolve their differences and failing agreement on the procedure to be followed, it shall be conducted in accordance with the rules of procedure for the conduct of mediations of the ADR Institute of Ontario Inc. or its successor body.

21. **REGISTRATION.** The Owner consents to the registration of this Agreement or Notice of this Agreement by Southgate on the title to the lands.

22. **ENUREMENT CLAUSE.** The covenants, agreements, stipulations, declarations, and provisions contained herein shall run with the lands and shall be binding upon the Owner and its successors and assigns and the benefit thereof shall enure to Southgate and its successors and assigns.

SECTION VI - BINDING PARTIES, ALTERATION, AMENDMENT, EFFECT, NOTICE, PENALTY

1. This Agreement may only be amended or varied by a written document of equal formality herewith duly executed by the parties hereto and registered against the title to the subject lands.

2. The OWNER further agrees to complete the items detailed on Schedule "B" within three (3) years of the date of registration of this Agreement.

3. Following completion of the works, the OWNER shall maintain to the satisfaction of the TOWNSHIP, and at the sole expense of the OWNER, all the facilities or works described in Schedule "B".

4. This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of each of the PARTIES hereto.

5. The Agreement shall come into effect on the date of execution by the TOWNSHIP.

6. The OWNER acknowledges that this Agreement is entered into under the provisions of Section 41(7)(c) of the Planning Act, R.S.O., 1990, as amended.

7. Any notice required to be given pursuant to the terms hereto shall be in writing and mailed or delivered to the other at the following address:

To the OWNER: Menno and Martha Hoover
 265483 Southgate Road 26
 Proton Station, ON
 N0C 1L0

AND IN WITNESS WHEREOF the natural parties hereto have hereunto set their hands and seals. Signing authorized by By-law 2021-145

Witness

**THE CORPORATION OF THE
TOWNSHIP OF SOUTHGATE**

Schedule "A"

THE LAND

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

**Concession 19, Pt Lot 12, Geographic Township of Proton,
Township of Southgate alternatively described as 265483
Southgate Road 26.**

Schedule "B"

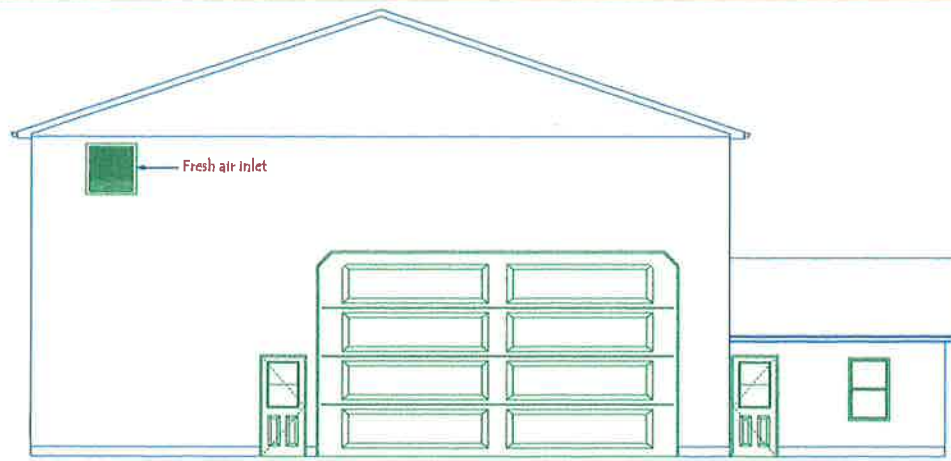
SITE PLANS

Drawing #1. Dated October 6th, 2021 and signed by the planner

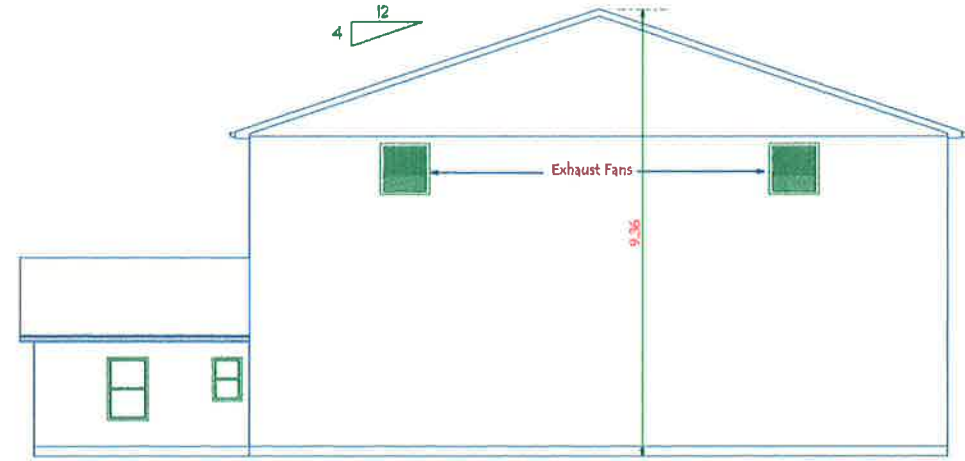
Drawing #2. Dated October 6th, 2021 and signed by the planner

Drawing #3. Dated October 6th, 2021 and signed by the planner

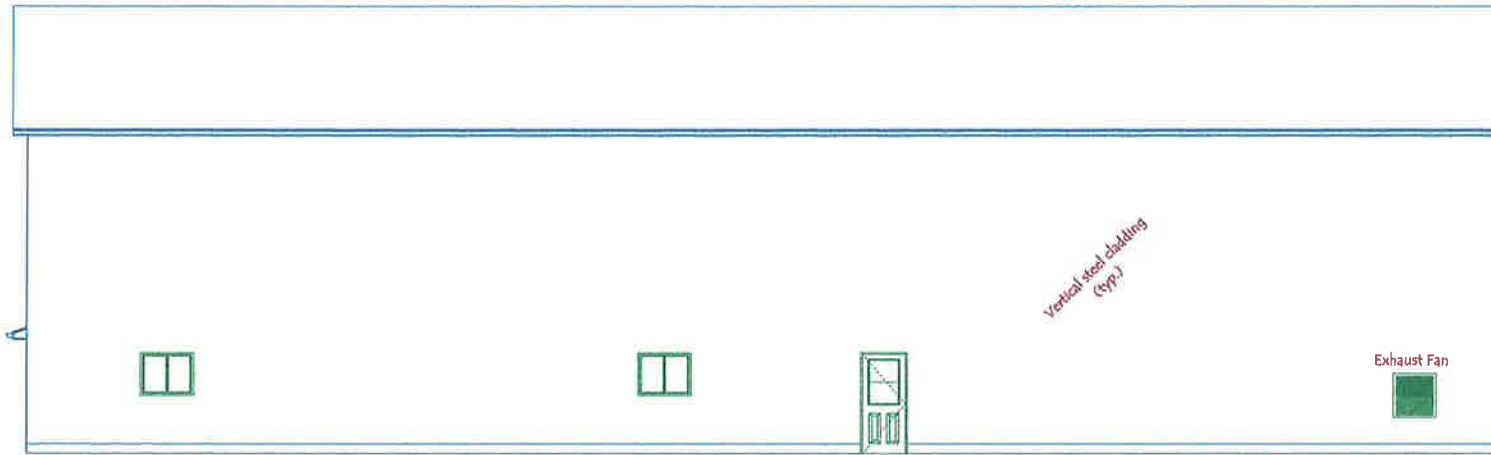
Drawing #4. Dated October 6th, 2021 and signed by the planner



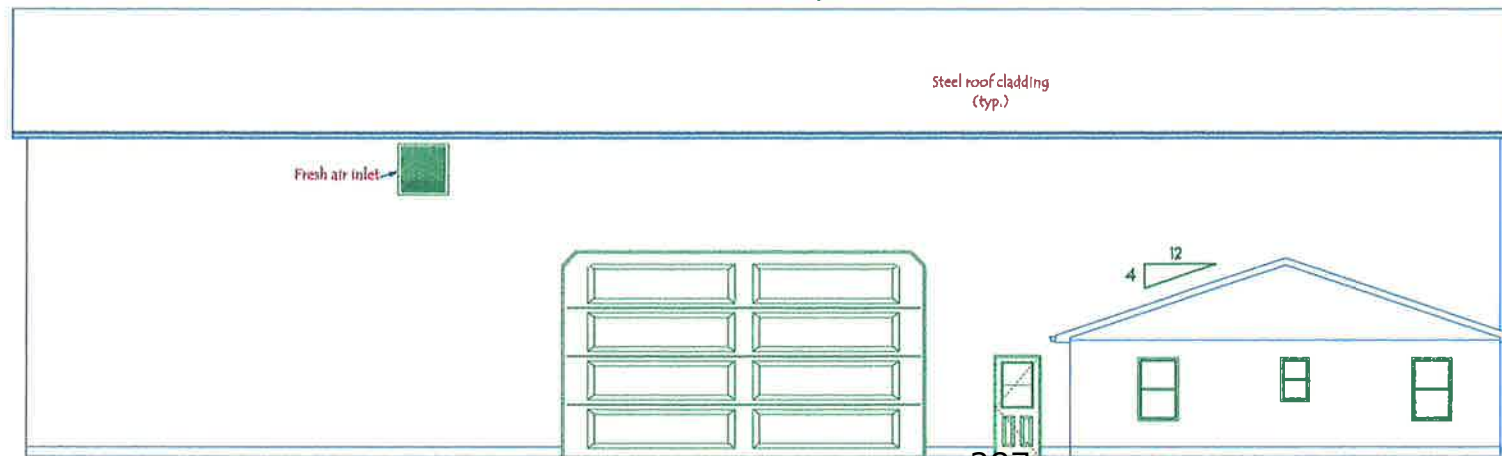
West Elevation



East Elevation



North Elevation



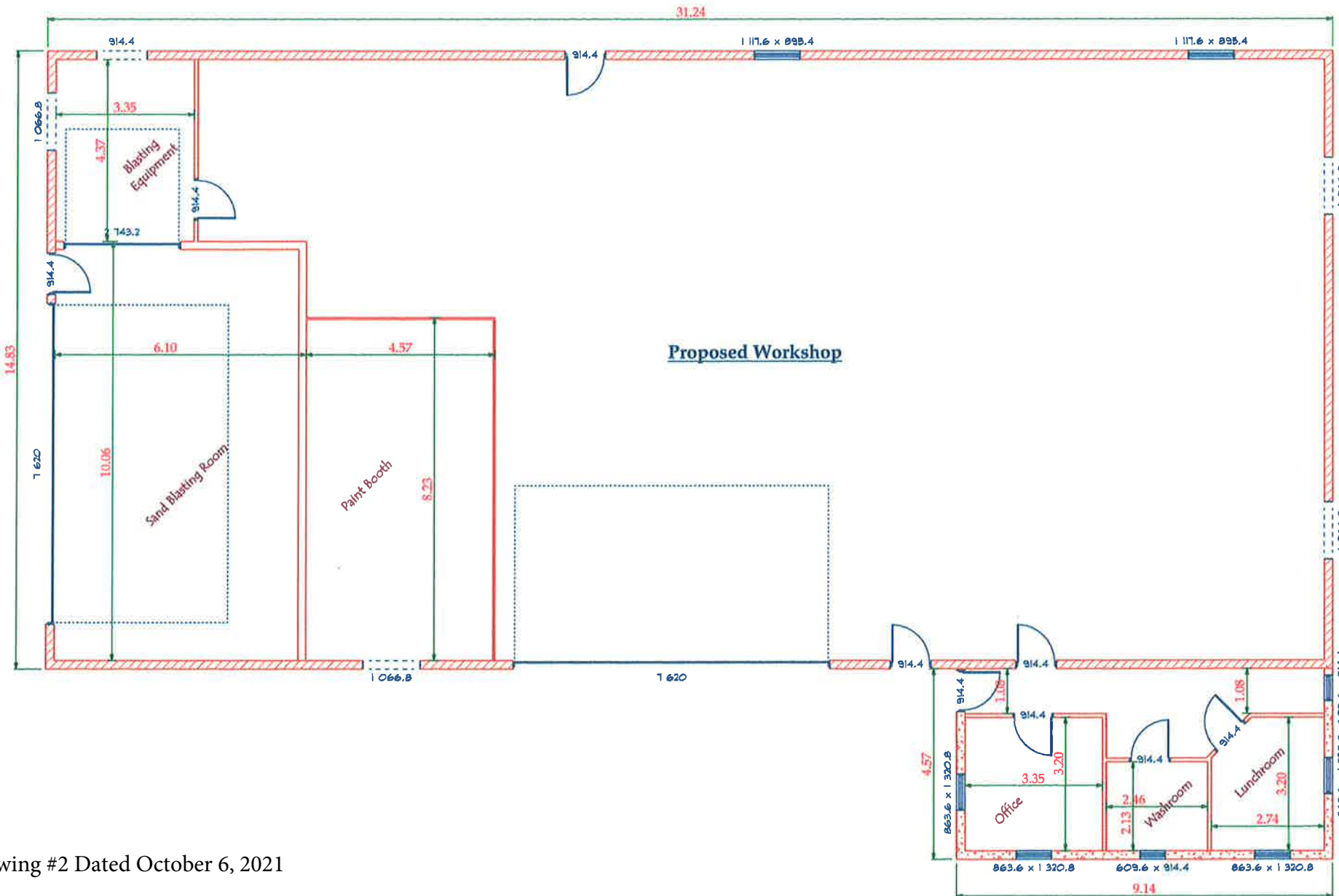
South Elevation

287

Drawing #1 Dated October 6, 2021



Project Title ; Workshop	
Property Owner; Menno Hoover Phone; 519-373-2171	
Property Address; 265483 Southgate Rd 26 Proton Station Ont. Con.19 Lot 12 (Proton)	
Drawing Title; Elevations	
Drawing Scale; 1:120 Drawn By; E.M.S	Page; 1 of 2 6/04/21

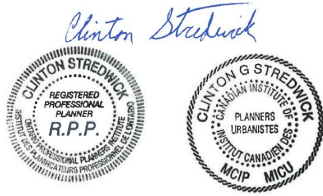


Drawing #2 Dated October 6, 2021

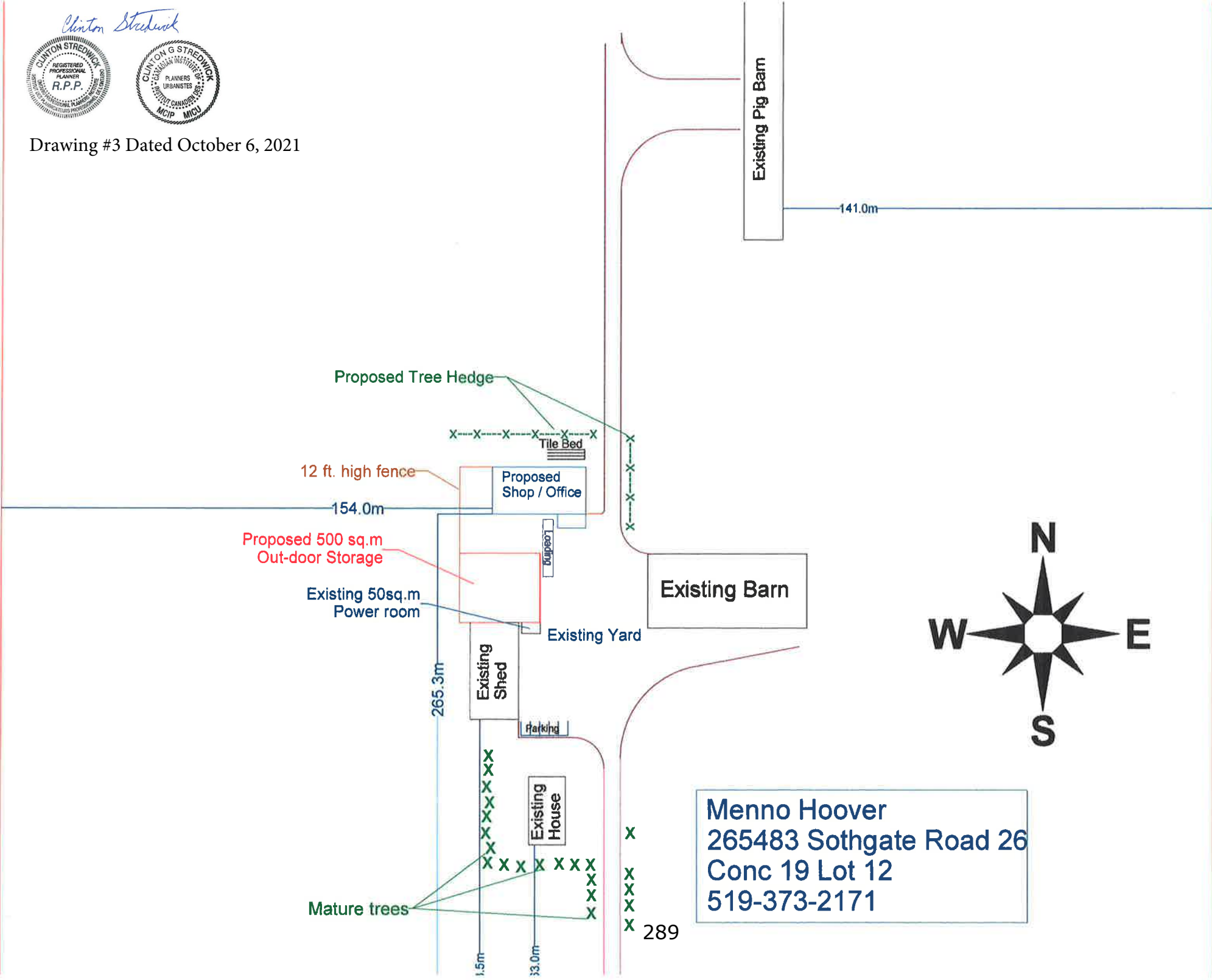


AREA SCHEDULE		
NAME	DIMENSIONS	AREA
Workshop	14.83m x 31.24m	463.28 Sq m.
Office	4.57m x 9.14m	41.76 Sq m.
Total Proposed Area		505.04 Sq m.

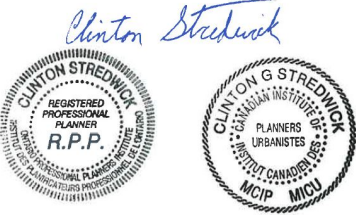
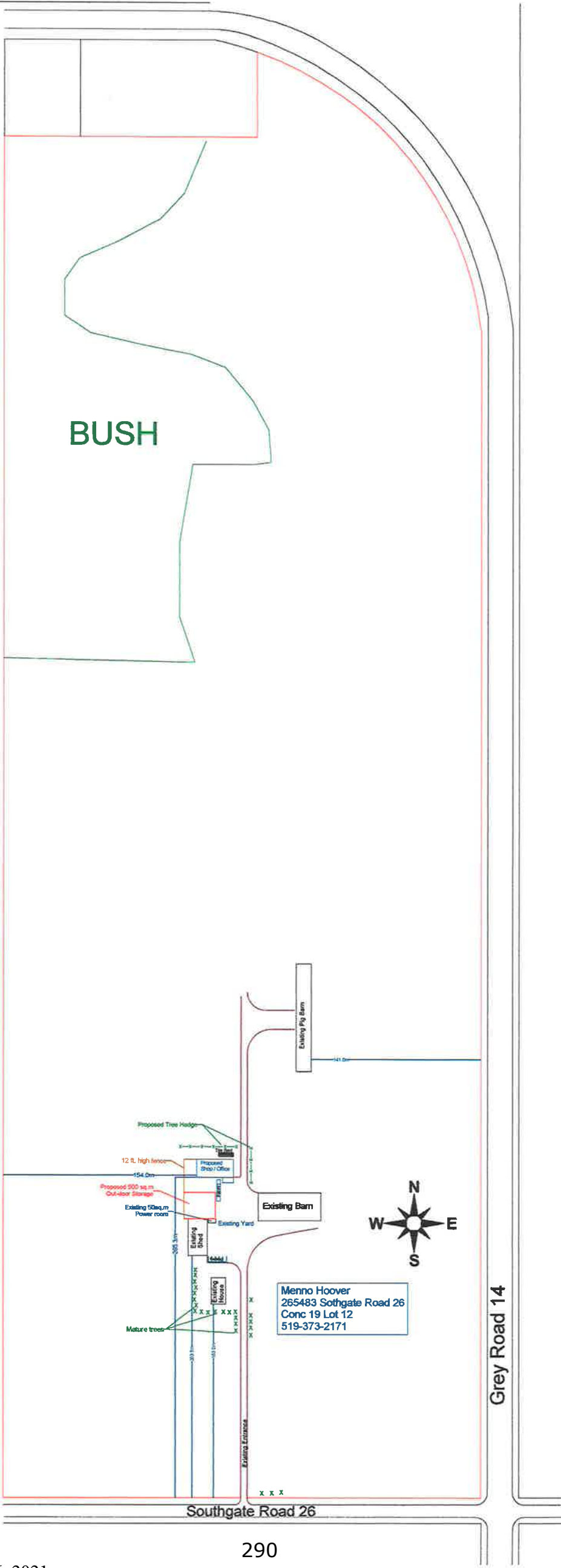
Project Title ; Workshop	
Property Owner; Menno Hoover Phone; 519-373-2171	
Property Address; 265483 Southgate Rd 26 Proton Station Ont.	
Con.19 Lot 12 (Proton)	
Drawing Title; Floor Plan	
Drawing Scale; 1:100 Drawn By; E.M.S	Page; 1 of 2 6/04/21



Drawing #3 Dated October 6, 2021



Road 14



THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

By-law number 2021-120

**being a by-law to maintain, manage, regulate and control
Maple Grove Cemetery**

Whereas, Section 10 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, authorizes municipalities to provide any service that the municipality considers necessary or desirable for the public; and

Whereas the Funeral, Burial and Cremation Services Act, 2001, S.O. 2002, C3, (FBCSA) provides that by-laws may be passed by the owner affecting the operations of the cemetery; and

Whereas Section 151 of Ontario Regulation 30/11 (O. Reg. 30/11) made under the Act provides that no cemetery by-law is effective until it is filed with and approved by the registrar appointed under subsection 3 (1) of the Act; and

Whereas the subject by-law was filed with the registrar and received approval on September 27, 2021; and

Whereas it is expedient to pass a by-law for the maintenance, management, regulation and control of the Maple Grove Cemetery owned by the Corporation of the Township of Southgate;

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

That this by-law be referred to as the "Cemetery By-law"; and

That By-law 103-2013 is hereby repealed.

Part 1: Definitions

Part 2: Duties of the Corporation of the Township of Southgate

Part 3: Duties of the Cemetery Secretary

Part 4: Sale and Transfer of Interment Rights

Part 5: Interments and Disinterment's

Part 6: Scattering Gardens

Part 7: Care of Lots

Part 8: Monuments and Markers–General Information

Part 9: Rules for Monument Dealers, Contractors and Worker

Part 10: Mortuary Regulations

Part 11: Columbarium Regulation

Part 12: Rules for Visitors

Part 13: Other

Part 1: Definitions

- 1.1 "Act" shall mean the Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c. 33, as amended.
- 1.2 "Bereavement Authority of Ontario (BAO)" means the agency who administers provisions of the FBCSA, as amended, on behalf of the Ministry of Government and Consumer Services.
- 1.3 "Cemetery" shall mean the Maple Grove Cemetery, located on Part Lot 230 Concession 3, Former Township of Proton, County of Grey, further described as 180199 Grey County Road 9, Dundalk Ontario, N0C1B0.
- 1.4 "Caretaker" shall mean the current caretaker of the Maple Grove Cemetery as determined by the Township of Southgate.
- 1.5 "Care and Maintenance Fund" shall mean a prescribed amount or a percentage of the purchase price (excluding tax) of all interment and scattering rights sold, transferred, assigned or permitted, and prescribed amounts for monuments and markers. If no scattering rights are sold but scattering is permitted a prescribed amount must be contributed to the fund when the scattering is conducted. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers and monuments at the cemetery.
- 1.6 "Certificate of Interment Rights" shall mean the certificate issued by the Corporation of the Township of Southgate to the purchaser once the interment rights to a specific lot have been paid in full, identifying ownership and authority over those specific interment rights.
- 1.7 "Columbarium" shall mean a structure designed for interring cremated human remains in sealed compartments known as "niches".
- 1.8 "Contract" - For purposes of these by-laws, all purchasers of interment or scattering rights, or other cemetery supplies and services must receive a copy of the contract they and the cemetery operator have signed detailing the obligations of both parties, and acknowledging receipt and acceptance of the cemetery by-laws, a copy of the Consumer Information Guide and the Price List.
- 1.9 "Corner Marker/Corner Posts/Corner Stones" – see "Marker"
- 1.10 "Corporation" shall mean the Corporation of the Township of Southgate.

- 1.11 "Fees & Charges" shall mean the current fees and charges as approved by the Council of the Corporation of the Township of Southgate.
- 1.12 "Grave" (Also known as a Lot) means any inground burial space intended for the interment of a child, adult or cremated human remains and having a size of 1.22 meters (4 feet) by 3.05 meters (10 feet).
- 1.13 "Interment Rights" shall mean the right to require or direct the interment of human remains or cremated human remains in a grave, lot, niche or crypt and to authorize the installation of a monument or marker.
- 1.14 "Interment Rights Holder" shall mean the person(s) authorized or entitled to inter human remains in a specified lot. They may be the person named in the Interment Rights Certificate or such other person to whom the rights have been assigned.
- 1.15 "Lot" shall mean an area of land in a cemetery containing or set aside to contain human remains.
- 1.16 "Marker" shall mean any permanent memorial structure including a flat marker, upright marker or monument, tombstone, headstone, corner marker or stone, or plaque affixed to or intended to be affixed to a lot, plot, columbarium niche or other structure, grounds or place intended for the deposit of human remains.
- i. "Corner Markers /Corner Posts / Corner Stones" shall mean the stones being a size of 6" X 6" and set flush with the surface of the ground used to indicate the corners of a lot or plot.
 - ii. "Flat Marker" shall mean any permanent granite, marble or bronze marker set flush with the surface of the ground not including corner markers.
 - iii. "Monument or Upright Marker" shall mean any permanent granite, marble or bronze monument or marker projecting above ground level.
- 1.17 "Ministry" shall mean the Ontario Ministry of Government and Consumer Services.
- 1.18 "Niche" shall mean an individual compartment in a columbarium for the entombment of cremated human remains.
- 1.19 "Plan" shall mean the plan of the cemetery, approved by the

Bereavement Authority of Ontario.

- 1.20 "Plot" shall mean a lot in which the rights to inter have been sold as a unit.
- 1.21 "Secretary" shall mean the Secretary of the Maple Grove Cemetery, as determined by the Township of Southgate.
- 1.22 "Scattering Right" shall mean the right to direct the spreading of cremated remains over a designated area within the cemetery with permission of the Township of Southgate.
- 1.23 "Scattering Rights Holder" shall mean any person who holds the right to scatter cremated human remains in the designated area within the cemetery.

Part 2: Duties of the Corporation of the Township of Southgate

- 2.1 The Corporation of the Township of Southgate reserves full and complete control and management of the land, buildings, plantings, roads, utilities, books and records of the cemetery and complete authority to administer this by-law.
- 2.2 No interment or removal of bodies shall take place without notice to the Secretary of the Cemetery and he/she shall see that a proper burial permit or other certificate required by law is furnished to him/her in each instance.
- 2.3 The Corporation distinctly disclaims all liability for loss or damage from causes beyond their control and especially from damage caused by the elements and acts of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, accidents, invasion, insurrections, riots, or order of any military or civil authority, whether damage be direct or collateral.
- 2.4 The Corporation shall take reasonable precautions to protect the property of interment rights holders, but they assume no liability or responsibility for the loss of or damage to any article that is placed on any lot.
- 2.5 Under Provincial legislation – Section 110 of O. Reg. 30/11 requires all cemeteries and crematoriums to maintain a public register that is available to the public during regular office hours.
- 2.6 The cemetery shall be governed by these by-laws, and all procedures will comply with the FBCSA and O. Reg. 30/11 and 184/12, which may be amended periodically. All by-law amendments must be:

- i. Published once in a newspaper with general circulation in the locality in which the cemetery is located;
- ii. Conspicuously posted on a sign at the entrance of the cemetery; and
- iii. Delivered to each supplier of markers who has delivered a marker to the cemetery during the previous year if the by-law or by-law amendment pertains to markers or their installation.

All by-laws and by-law amendments are subject to the approval of the Registrar, FBCSA, BAO.

Part 3: Duties of the Cemetery Secretary

- 3.1 It shall be the duty of the Secretary of the Cemetery who shall have the authority on behalf of the Corporation as follows:
 - 3.1.1 To receive all monies for the sale of Interment Rights and for the Care and Maintenance Fund, and all other monies or property given, allocated, bequeathed or set aside for the upkeep or care of any lot or portion of the cemetery and all other monies and property receivable by the Corporation with respect to the cemetery.
 - 3.1.2 To set aside for Care and Maintenance monies received on the sale of Interment Rights and monies received for the placement of monuments and markers as prescribed by the regulations under the Act, and to set aside all other monies received for that purpose. To set aside for the purpose of upkeep and care of any lot or portion of the cemetery any monies or other properties given, allocated, bequeathed or set aside for such purposes and to invest same, in such securities as may from time to time be authorized by the provisions of the Trustees Act or the FBCSA, as amended.
 - 3.1.3 To receive and transfer, all interest received from the Care and Maintenance Fund investments and all interest and other income from monies invested or from other property given, allocated, bequeathed or set aside for the purpose of the upkeep and care of any lot or portion of the cemetery.

Part 4: Sale and Transfer of Interment Rights

- 4.1 Interment Rights may only be purchased from the administrative office of the Township of Southgate at the rate in the current approved Fees and Charges By-law. Prices for interment rights shall include the applicable portion for deposit to the Care and Maintenance Fund. Interment Rights may not be

purchased or sold elsewhere.

- 4.2 Purchase of Interment Rights acquires only the right and privilege of the burial of human remains or cremated remains and of installing markers or monumentssubject to the rules and regulations in force and approved by the Ministry.
- 4.3 Payment of Interment Rights shall be made at the Township of Southgate Administration Office. Payment for lots and services shall be in accordance with the Fees and Charges in effect at the time of purchase.
- 4.4 Each purchase of a lot shall be entitled to an Interment Rights Certificate. Such certificate shall only be issued when all applicable fees have been paid. No monument or marker shall be placed on any lot until all charges have been paid.
- 4.5 Where a purchaser has entered into an Interment Rights Contract and all of the requirements have been met, the purchaser of interment rights is entitled to cancel the contract at any time within thirty (30) days of the date the signed contract is delivered to the purchaser by giving the Corporation written notice of the cancellation, as set out in the Act and regulation(s) and where no interments have taken place. Where a written notice of cancellation of an Interment Rights Contract is received, within thirty (30) days after receiving the notice, the Corporation shall refund to the purchaser of interment rights all money received under the contract, including the Care and Maintenance Fund contribution, together with any amounts that are prescribed under the regulation(s).
- 4.6 In accordance with section 44(1) of the Act, the Corporation may re-purchase the Interment Rights from the Interment Rights Holder provided that no interments have taken place. The re-purchase price of the interment rights shall be determined by using the current price for the Interment Rights as per the Fees and Charges By-law less any expenses incurred, Harmonized Sales Tax, and any payments already paid into Care and Maintenance in respect to the specified Interment Rights.
- 4.7 The Secretary will provide each Rights Owner at the time of sale with:
 - i. a copy of the Contract;
 - ii. a copy of the Cemetery By-law;
 - iii. upon payment in full, a Certificate of Interment Rights;
 - iv. a *Guide to Death Care in Ontario*, as provided by the Bereavement Authority of Ontario; and
 - v. the price list.
- 4.8 Interment Rights Owners are required to provide the Secretary with any

change of address.

Part 5: Interments and Disinterment's

- 5.1 No interments or disinterment's shall take place between December 15 and April 1 of any year, except for columbarium interments or as otherwise instructed to do so by the BAO.
- 5.2 Not more than one burial shall be made in any single grave except:
 - (i) the cremated remains of not more than four persons;
 - (ii) a 60.96 cm X 30.48 cm (24" X 12") minimum infant container may be buried at the head end of a single grave in which a casket containing human remains has been buried, provided space is available.
- 5.3 Remains to be buried in a grave shall be enclosed in a container or vault, sealed securely and of sufficient strength to permit burial with the container remaining intact. The container or vault must be of a size to permit burial within the size of the lot.
- 5.4 All interments must be authorized in writing by the Interment Rights Holder except for the interment of the Interment Rights Holder.
- 5.5 The Caretaker of the cemetery or someone in the employ of the Corporation shall be in attendance at each interment.
- 5.6 A burial permit issued by the Division Registrar, showing that the death has been registered and the fee for the opening of the lot according to the fee found in the current fees and charges, must be deposited with the Secretary before interment can take place, except on Saturday's, Sunday's and Statutory Holidays when the Cemetery Caretaker may accept the burial permit and fee.
- 5.7 In the case of a cremation interment or columbarium interment, the original cremation certificate and the prescribed fee for this service according to the current fees and charges must be deposited with the Secretary, except on a Saturday's, Sunday's and Statutory Holidays when the Cemetery Caretaker may accept the certificate and fee.
- 5.8 Persons requesting interments in plots shall be held responsible for charges incurred.
- 5.9 When interment rights in a lot/plot are held jointly by two or more persons, an order will be accepted from either or any of them or their authorized representatives for interment in such part of the plot as may be requested.

- 5.10 No lot shall be opened for interment or disinterment by any person not in the employ of or under the direction of the Corporation, except under special circumstances and by permission of the Corporation.
- 5.11 The interment fee includes the opening and closing of the lot and the administration of the burial.
- 5.12 No person shall remove human remains, from a cemetery without the Interment Right's Holder's permission. A certificate from a Medical Officer of Health and the Corporation confirming that the Act and the regulations have been complied with shall be affixed to the container. A burial certificate under the Vital Statistics Act is not required to reinter human remains that have been disinterred according to the Act and regulations. Scattered remains cannot be recovered.
- 5.13 In special circumstances the removal of human remains may also be ordered by certain public officials without the consent of the interment rights holder and/or next of kin(s) as per FBCSA, Section 102.1.
- 5.14 The Corporation will exercise all due care in making burials and interments but is not responsible for damage to any casket, urn or other container sustained during disinterment.
- 5.15 No interment shall be permitted in any lot where the interment rights have not been paid in full.
- 5.16 The Corporation reserves the right, at its cost, to correct any error that may be made by it in making interments, in the description of the lot or the transfer or conveyance of any interment rights. The Corporation may either cancel such grant or substitute other interment rights or lot of equal value and similar location, as far as is reasonably possible or refund all money paid on account for such purchase. Notice will be given personally to the Rights Owners. If necessary, it may be mailed to the Rights Owners or their legal representatives at the last appearing address in the record books of the Corporation. In the event any such error may involve the disinterment of remains, the Corporation shall first obtain the approval of any regulatory authority and the interment rights owner.
- 5.17 The Corporation shall not be held responsible for any errors made for any funeral arrangements made over the phone. These arrangements should be made in writing.
- 5.18 Notice of each interment to be made shall be given to the Secretary of the Cemetery at least 48 hours in advance, 8 hours of which must be regular

working hours. The Corporation cannot be held responsible for having lots prepared for funerals unless such notice is given.

Part 6: Scattering Garden

- 6.1 Cremated remains may be scattered within a designated area of the cemetery known as the Scattering Garden.
- 6.2 Scattering rights are sold as a "multiple right" meaning that multiple cremated remains may be scattered in the scattering grounds. In accordance with the Act, the Care and Maintenance portion of the scattering rights sold as multiple rights is \$25 or 15% of the total selling price.
- 6.3 A scattering rights contract must be completed, and the payment of the scattering fee must be received before the scattering of cremated human remains within the cemetery can take place.
- 6.4 Ashes to be scattered in the Scattering Garden must be scheduled and be carried out in the presence of the caretaker or other employee of the Township.
- 6.5 Once scattered, cremated remains cannot be retrieved.

Part 7: Care of Lots

- 7.1 All lots shall be properly maintained by the Corporation.
- 7.2 No person shall do any work upon a burial lot without the permission of the caretaker.
- 7.3 Dwarf evergreens are permitted only on lots having a monument and only one shall be planted on either side of the monument. All plantings must be approved by the caretaker.
- 7.4 The height of such shrubs and/or ornamental trees shall at no time exceed .91 meters (3 feet) above adjacent ground level.
- 7.5 The diameter of such shrubs and/or ornamental trees at their widest point, including all foliage shall at no time exceed 35.56 cm (14"), or obstruct adjacent lots.
- 7.6 If any trees or shrubs situated in any lot shall have become, by means of their roots or branches or in any other way, detrimental to the adjacent lots, drains, roads or walks or prejudicial to the general appearance of the grounds or inconvenient to the public, the Corporation may remove such trees, shrubs, or parts thereof, after 30 days notice to the Interment Rights Holder.
- 7.7 No glass containers of any kind are allowed in the cemetery at any time.

- 7.8 Nails, wires, wooden crosses, articles of glass or pottery or any other material that creates a hazard to workmen and to visitors when neglected or broken is not allowed in the cemetery.
- 7.9 Borders, fences, railings, walls, cut-stone coping and hedges in or around lots are prohibited.
- 7.10 No Interment Rights Holder shall change the grading of their lot. In case of any such change, the Corporation may restore the lot to its original grade at the expense of the interment rights holder.
- 7.11 No unauthorized person shall sod, move cornerposts or lot markers.
- 7.12 The Corporation shall not be responsible for loss or damage to any articles left upon any lot.
- 7.13 Vases, urns and flower stands not properly cared for and not filled with plants by the twentieth of June in any year may be removed from the lot and any stand, holder vase or other receptacle for flowers deemed unsightly or unsuitable by the Corporation may be prohibited and removed by the caretaker.
- 7.14 Flower beds not exceeding 45.72 cm (18") in width shall be permitted in front of the bases of the monuments and where there is no monument, can only be made by permission of and under the supervision of the caretaker, and if not replanted by June fifteenth may be resodded and charged to the Interment Rights Holder.
- 7.15 Potted plants must not be buried but must be placed on top of the ground as close to the monument base as practical.
- 7.16 Those who place potted plants or urns not planted by the Corporation, are responsible for their upkeep and must be removed by September 15th.
- 7.17 Cement urns are allowed to remain after September 15th but must be placed upside down as close to the monument as possible.
- 7.18 Artificial wreaths without glass or plastic covers are allowed to be placed on the lot after October fifteenth provided, they are securely fastened to the monument or where there is no monument, mounted on a stand of at least 76.20 cm (30") high and securely anchored to the ground.
- 7.19 To preserve the proper appearance of the grounds, artificial wreaths must be removed before May 1st of each year; otherwise, Corporation authorities will remove them. Casket saddles are excepted.

Part 8: Monuments and Markers – General Information

- 8.1 Only authorized personnel of the Cemetery and/or approved monument dealers, contractors or workers are authorized to install, change, repair or remove monuments or markers in the Cemetery.
- 8.2 Prior to the installation of a monument or marker in the cemetery the prescribed fee, as set out in the Act shall be paid to the Cemetery's Care and Maintenance Fund, as follows:
 - i. In the case of installing a flat marker measuring at least 1116.3 cm²/173 sq. in, \$50.
 - ii. In the case of installing an upright marker measuring 1.49 m²/16 sq ft or smaller including the base, \$100.
 - iii. In the case of installing an upright marker measuring larger than 1.49m²/16 sq ft including the base, \$200.
- 8.3 No monument or other structure shall be erected or permitted on a lot until charges have been paid in full.
- 8.4 All installations of monuments and markers and their foundations shall be arranged for by the Interment Rights Holder through monument dealers or contractors subject to the conditions of this by-law.
- 8.5 No monument, footstone, marker or memorial of any kind shall be placed, moved, altered or removed without permission from the Corporation.
- 8.6 No inscription shall be placed on any monument which is not in keeping with the dignity and decorum of the cemetery as determined by the Corporation.
- 8.7 Candle holders and vases may constitute part of a monument if they are made principally of bronze or stainless steel. If a translucent section is necessary, it must be made of an unbreakable, heat resistant glass or plastic material that is fire resistant.
- 8.8 No monument or marker will be delivered to the cemetery without the request for installation form containing the following information:
 - (i) the Interment Rights Owner's name/address,
 - (ii) instructions for placement of the marker or monument,
 - (iii) the dimensions in the case of a flat marker,
 - (iv) in the case of a monument:
 - the dimensions of the die, height, width and length
 - the dimensions of the base, height, width and length
 - the overall size of the monument
 - a description of the monument; colour/design

- the appropriate amount for the Care and Maintenance Fund in relation to the size of the marker/monument as set out in section 7.1 must be paid prior to installation.

- 8.9 If a monument or marker in a cemetery presents a risk to public safety because it is unstable, the Corporation shall do whatever is necessary by way of repairing, resetting, or laying down the marker to remove the risk.
- 8.10 For the purpose of the regulations, a monument shall be understood to mean any permanent memorial projecting above ground level.
- 8.11 Minor scraping of the base portion of the upright monuments due to turf mowing operations is considered by the Corporation to be normal wear.
- 8.12 The Corporation will take reasonable precautions to protect the property of Interment Rights Holders, but it assumes no liability for the loss of, or damage to, any monument or part thereof except where such damage or loss is due to its negligence.
- 8.13 The Corporation reserves the right to determine the maximum size of monuments, their number and their location on each lot or plot. They must not be of a size that it would interfere with any future interments.
- 8.14 A double lot is allowed one upright monument and only 2 footstones or 4 cornerposts are allowed.
- 8.15 No monument other than a headstone may be erected on a single grave and only one headstone may be erected thereon.
- 8.16 The maximum size monument allowed on a lot is:
 - height 1.22 meters (4 feet), for all lot sizes
 - width 1.22 meters– 1.84 meters (4ft–6ft)
 - base (minimum) 30.48 cm (12 inches)
 - base (minimum) 35.36 cm (14 inches) except where stones are provided by the Ministry of Veteran’s Affairs.
- 8.17 The maximum width of a base is controlled by the width of the plot where it will be installed. No base shall be closer than 7.6 cm (3 inches) to the lot width side lines on which it is to be installed.
- 8.18 Only family names on back of monuments will be permitted.
- 8.19 Both sides of the stone cannot be used. Monuments cannot be placed “back-to-back” against another.
- 8.20 Monuments must be placed at the center of the head end of the lot except

where alignment with existing nearby monuments justifies another location. Approval of the location must be obtained from the Corporation before a monument is set.

- 8.21 The minimum thickness of a die may be 15.24 cm (6 inches) to a height of 27 inches or the minimum thickness of a die over 27 inches in height must be 20.50 cm (8 inches) except where stones are provided by the Ministry of Veteran's Affairs.
- 8.22 The die stones must be installed on a granite base. The height of the base shall be minimum of 20.3 cm. The top surface of the base must be both wider and longer than the die in order to provide a minimum border of 7.6 cm (3 inches) of the surface of the base exposed on all sides. Bottoms of the base shall be smooth sawn.
- 8.23 No foundations may be constructed after October 1st in any year and before May 1st the following year.
- 8.24 The foundation shall be built in the designated space in the proper dimensions of the monument base. If incorrect dimensions have been given on the application form signed by the Interment Right's Holder and/or the supplier, the foundation must be immediately removed and rebuilt by the Corporation at the expense of the Interment Rights Holder. Foundations will not be less than 5 feet deep and they will be set at the Corporation's direction:
 - (i) the required concrete mix for foundations will be 20.5 MPA;
75mm slump
20 mm aggregate
5% +/- 1% air entraining agent
trowel finish all edges,
 - (ii) the surface of the area shall be flush with the surrounding ground level and shall provide a level surface free of defects,
 - (iii) foundations must be cured a minimum of 48 hours before placing the monument,
 - (iv) contractors shall be under the supervision of the Corporation
 - (v) no concrete shall be placed until a representative of the Corporation has approved the grades and all loose material is removed from the grade. The placing shall commence at the low point in the grade and the concrete shall be thoroughly consolidated to eliminate all air pockets and concrete that is partially set,
 - (vi) defective areas must be prepared to the approval of the Corporation. The finished concrete shall be protected from the wind, rain or sun during the curing by covering it completely with a piece of plywood having a minimum thickness of 1.27 cm (1/2 inch). All rubbish and

excavated material shall be removed from the excavationsite to a place designated by the Corporation.

- 8.25 Markers will be accepted for installation during regular working hours. If weather and ground conditions permit, installations will be made within 30 days after acceptance. Markers will not be accepted from any monument dealer for storage during the winter months.
- 8.26 Markers or footstones of bronze, marble or granite are permitted with size and quantity restrictions according to the section of the cemetery and the regulations deemed necessary as per the size of the lot in that section. Its placement must not interfere with future interments.
- 8.27 Single lot maximum 30.48 cm X 60.96 cm (12' X 24")
 Double lot maximum 30.48 cm X 107 cm (12" X 42")
 Cremation lot maximum 42.60 cm X 50.7 cm (16" X 20")
- 8.28 Flat markers are to be flat on top and set level with the ground so that a lawnmower can pass safely over them and shall be set by employees of the Corporation, at the expense of the interment rights holder, on payment of the fee provided in the fees and charges.
- 8.29 Any flat marker that exceeds the standard width of 30.48 cm (12 inches) can only be installed after a full interment has taken place.
- 8.30 The minimum thickness for all flat markers including footstones is 10 cm (4 inches).
- 8.31 All markers and monuments shall be constructed of bronze, granite or marble. The bottom bed of all bases and markers shall be cut level and true.
- 8.32 The Corporation reserves the right to repair or replace any foundation that is deemed to need repaired or replaced due its age or any other safety factors without permission of the Interment Rights Holder.

Part 9: Rules for Monument Dealers, Contractors and Workers

- 9.1 Monument dealers must state on each order the date they wish foundations ready and must give at least fifteen working days notice before the work is required.
- 9.2 No monument or marker will be delivered to the cemetery until the foundation is completed and the contractor is ready to proceed with the

work of erection.

- 9.3 Contractors, masons and stone cutters shall lay planks on the lots and pathsover which heavy materials are to be moved in order to protect the surface from injury.
- 9.4 The demeanour and behaviour of all workers employed by others in the cemetery shall be subject to the control of the caretaker.
- 9.5 Workers shall cease work if in the immediate vicinity of a funeral until the conclusion of the service.
- 9.6 All work must be done during regular cemetery hours unless by special permission of the Corporation.
- 9.7 Heavy loads shall not be permitted in the cemetery when the roads are in unfit condition.
- 9.8 No monument dealer shall park on the grass unless otherwise directed to do so by the Caretaker.
- 9.9 All implements and materials used in the performance of any work shall be placed where the Caretaker may direct and all rubbish and surplus earth shall be removed when, where, and in such manner as the Caretaker may order. Otherwise, the obstructions will be removed and the expense charged to the monument dealer.
- 9.10 If a monument company desires to set a flat marker they must make arrangements as to time of installation with the Caretaker as all work must be supervised by an employee of the Corporation. The monument dealer shall pay the Corporation the prescribed fee plus necessary taxes for supervising the monument company's people.
- 9.11 If bushes are allowed the intended monument should not exceed 50% of the lot width, i.e. 1.83 meters (6 foot) width allows for .91 meters (3 foot) monument and 45.72 cm (18 inches) for each bush.
- 9.12 Prior to the start of any said work, contractors must provide proof of the following:
 - i. WSIB Coverage;
 - ii. Occupational Health and Safety Compliance Standards; and
 - iii. Evidence of Liability insurance of not less than \$1 million dollars.

Part 10: Mortuary Regulations

- 10.1 The use of the storage vault for any cemetery other than Maple Grove Cemetery shall be billed at the rates shown in the approved Fees and Charges By-law
- 10.2 The Corporation may remove a body deposited in the vault and inter it in a single grave at any time after the expiration of the time for which payment has been made or at any time should the condition of the body render its interment necessary or expedient. Contact is to be made with Interment Rights Holder and/or Funeral Home prior to.
- 10.3 All Funeral Homes and/or Interment Rights Holders should have proper insurance coverage for any bodies stored in the vault.
- 10.4 All bodies must be removed from the vault by the first of May, weather permitting, or at the approval of the Corporation.
- 10.5 The remains of persons dying from contagious diseases cannot be admitted to the vault but must be interred.
- 10.6 The Corporation reserves the right to determine if the weather conditions are adverse enough to prevent a burial. If necessary, the vault may be used at an extra charge until the weather conditions permit the interment.
- 10.7 All bodies stored in the vault must be embalmed for health reasons.
- 10.8 No body shall be placed in a reinforced cardboard container for storage. Only bodies placed in a wooden or steel casket may be stored.
- 10.9 Township of Southgate personnel shall only assist Interment Rights Holders and/or Funeral Home personnel in removing bodies that are stored in the Mortuary and shall not act as Pall Bearers for any interments or Funeral related services.

Part 11: Columbarium Regulations

- 11.1 A proper original Certificate of Cremation must accompany all cremated remains before interment can take place.
- 11.2 No interment shall be made without the permission from the Interment Rights Holder or a proper representative of the estate if the Interment Rights Holder is deceased.

- 11.3 Cremated remains for interment in a niche must be enclosed in a polypropylene plastic urn or an urn made of durable material.
- 11.4 Compartments will be opened only by employees of the Maple Grove Cemetery and sealed by them after an interment is made.
- 11.5 Each compartment is intended for two urns.
- 11.6 It is advisable that the name of the person for whom interment is intended be registered on the books, so that no complications may arise when request for interment is made.
- 11.7 Approval shall be required by the Corporation for all niche door engravings. Niche door engraving are included in the purchase price of the niche, according to the approved fees and charges by-law. Any engravings that have not received approval and are not in keeping with the decorum of the cemetery will be removed.
- 11.8 No interment shall be permitted until all payments due to the Maple Grove Cemetery have been made.
- 11.9 Flowers, wreaths and designs placed against or near any part of the Columbarium are not permitted and shall be removed by the Cemetery Caretaker.
- 11.10 Artificial flowers and wreaths will not be allowed to remain on or near any part of the Columbarium.
- 11.11 No glass vases or other breakable items are permitted to be placed around the Columbarium.

Part 12: Rules for Visitors

- 12.1 Visitors are always welcome at the cemetery during the open hours from 8:00 am until sunset. They are asked to remember the respect due to the dead.
- 12.2 The Caretaker is empowered and required to preserve order and decorum in the cemetery.
- 12.3 No parades other than funeral processions and memorial processions shall be admitted to or be organized within the Cemetery. Children under the age of 12 years are welcome in the cemetery grounds when accompanied by an adult who shall be responsible for their good conduct.
- 12.4 Vehicles within the cemetery shall be driven at a moderate rate of speed

and shall not leave the avenues or park on the grass unless directed to do so by the Caretaker.

- 12.5 No pleasure ATV's or snowmobiles are allowed in the cemetery.
- 12.6 Proprietors of vehicles and their drivers shall be held responsible for any damage done by them.
- 12.7 Discharging of firearms other than in regular volleys at burial services is prohibited in the cemetery.
- 12.8 No dogs or other pets shall be allowed in the cemetery. Working pets are exempted.
- 12.9 No picnic party or similar event shall be permitted in the cemetery grounds.
- 12.10 Any person who in the cemetery, damages or moves any tree, plant, marker, fence, structure, or other thing usually erected, planted or placed in a cemetery is liable to the Corporation and any interment rights holder who, as a result, incurs damage. The amount of damages shall be the amount required to restore the cemetery to the state that it was in before anything was damaged or moved by the person liable.
- 12.11 Any complaints by Interment Rights Holders or visitors should be made to the Corporation and controversies with workers or others on the grounds are to be avoided.
- 12.12 Rubbish shall not be thrown out on roads, walks or any part of the grounds but must be removed by the owner or placed in provided receptacles.
- 12.13 Any person disturbing the quiet and good order of the Cemetery by noise or other improper conduct or who violates this by-law must be expelled from the grounds.
- 12.14 No tips or gratuities are to be given to Cemetery workers by visitors or Rights Holders nor shall any be accepted by any Cemetery worker.
- 12.15 Any article which is detrimental to efficient maintenance or constitutes a hazard to machinery, employees or visitors, or is unsightly or does not conform with the natural beauty or design of the cemetery, may be removed by the Corporation. An article removed will be held at the Cemetery for collection. If not collected, it will be disposed of after one month.

Part 13: Other

- 13.1 The fees and charges shall be those approved by the Council of the Corporation of the Township of Southgate in the current Fees and Charges By-law.
- 13.2 That any and all prior by-laws regulating the use and management of the Maple Grove Cemetery are hereby repealed.

Read a first, second and third time and finally passed this 6th day of October, 2021.

Mayor, John Woodbury

Clerk, Lindsey Green



The Corporation of the Township of Southgate

By-law Number 2021-139

**being a bylaw to appoint an Emergency Management
Program Committee and Municipal Emergency Control Group
for the Township of Southgate**

Whereas O.Reg 380/04 provides that every municipality is required to have an Emergency Management Program Committee (EMPC); and

Whereas O.Reg 380/04 provides that every municipality shall have a Municipal Emergency Control Group (MECG); and

WHEREAS O.Reg 380/04 provides stipulations for the composition of these entities; and

Whereas a member of Council is appointed at the beginning of each term of Council to the Emergency Management Program Committee;

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

- a. **That** the following positions shall compose the Township of Southgate Emergency Management Program Committee (EMPC):
 - a. the Community Emergency Management Coordinator (CEMC);
 - b. the Alternate CEMC(s);
 - c. the Mayor, or designate;
 - d. the Fire Chief, or designate;
 - e. the Public Works Manager, or designate;
 - f. the Facilities Manager, or designate;
 - g. the Treasurer, or designate;
 - h. the Chief Information Officer/Scribe, or designate;
 - i. the CAO, or designate; and
- b. **That** the following positions shall compose the Township of Southgate Municipal Emergency Control Group (MECG):
 - a. the Community Emergency Management Coordinator (CEMC);
 - b. the Alternate CEMC(s);
 - c. the Chief Information Officer/Scribe, or designate;
 - d. the Mayor, or designate;
 - e. the CAO, or designate;
 - f. the Public Works Manager, or designate;
 - g. the Facilities Manager, or designate;
 - h. the Fire Chief, or designate; and
- c. **That** the following positions compose additional Municipal Emergency Control Group (MECG) support personnel:
 - a. the Grey County OPP Detachment Commander, or designate;
 - b. the Grey County EMS Chief, or designate;
 - c. the Grey County Director of Social Services, or designate;
 - d. the Grey Bruce Public Health Unit personnel;
 - e. the Canadian Red Cross – Grey/Bruce personnel; and

d. **That** By-law 2019-074 be repealed and replaced; and

e. **That** this By-law comes into force and effect upon passing.

READ a first, second and third time, and finally passed this 6th day of October, 2021.

John Woodbury, Mayor

Lindsey Green, Clerk



Staff Report FIN2021-029

Title of Report: **FIN2021-029 Financial Report – August 2021**

Department: **Finance**

Council Date: October 6, 2021

Recommendation:

Be it resolved that Council receive Staff Report FIN2021-029 Financial Report – August 2021 as information.

Background:

Municipal Act, 2001 s. 290(1) requires a municipality shall:

“prepare and adopt a budget including estimates of all sums required during the year for the purposes of the municipality, including, amounts sufficient to pay all debts of the municipality falling due within the year”.

On July 8, 2020, Council passed By-law 2020-072 which set the water and wastewater rate structure for 2021 to 2026 which lowered the fixed rate charge and increased the variable rate charge.

On February 3, 2021, Council received Staff Report FIN2020-006 2021 Budget and approved a 2021 Budget which had a requirement from taxation of \$7,990,311, which was estimated to have a blended tax rate increase of 1.5%, based on assumed County and Education tax rate impacts.

On May 19, 2021, Council received Staff Report FIN2021-013 Financial Report – March 2021 which contained a financial report for the 3 months ended March 31, 2021.

On June 2, 2021, Council received Staff Report FIN2021-017 Financial Report – April 2021 which contained a financial report for the 4 months ended April 30, 2021.

On June 16, 2021, Council received Staff Report FIN2021-021 Financial Report – May 2021 which contained a financial report for the 5 months ended May 31, 2021.

On August 4, 2021, Council received Staff Report FIN2021-026 Financial Report – June 2021 which contained a financial report for the 6 months ended June 30, 2021.

On September 1, 2021, Council received Staff Report FIN2021-027 Financial Report – July 2021 which contained a financial report for the 7 months ended July 30, 2021.

Staff Comments:

Staff has prepared a financial report for the 8 months ended August 31, 2021. Explanations of the more significant variances is provided in Attachment 1.

Financial Implications:

For the 8 months ended August 31, 2021, the tax-supported department surplus is \$301,281.85 (lower than the prior year due to more accurate timing of expenses in the 2021 Budget and the 2021 shut down due to COVID) and the non-tax department deficit is \$40,626.16 (lower due to the new rates implemented in 2021 and consumption lower than anticipated)

In comparison, for the 8 months ended August 31, 2020, the tax-supported department surplus was \$1,048,697.57 and the non-tax department surplus was \$208,550.15.

With additional transfers to/from tax/rate stabilization reserves, the 2021 surplus/deficit is anticipated to be \$Nil.

Communications & Community Action Plan Impact:

This report has been written and presented to Council in accordance with the Southgate Community Action Plan:

Mission Statement Pillars

- Trusted Government
- Economic Prosperity.

Themes:

- Municipal Services
- Public Communications

Core Values:

- Integrity
- Stewardship

Concluding Comments:

For the 8 months ended August 31, 2021, the tax-supported department surplus is \$301,281.85 and the non-tax department deficit is \$40,626.16.

Respectfully Submitted,

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

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

Attachment:

- 1** Financial Report for the 8 months ended August 31, 2021

Staff Report FIN2021-029 Financial Report - August 2021
Attachment 1

1.3 Summary - Dept
Page 1 of 3

		2020	2021	August		Variance		
		Actual	Annual Budget	YTD Budget	YTD Actual	%	\$	Comments
Tax-Supported:								
Revenues								
Southgate Regular Taxation		7,605,884.04	7,990,301.00	7,990,301.00	7,990,301.00	100.0%	-	-
Corporate, County & School Board		7,506,477.28	7,306,754.00	6,566,268.00	7,166,749.80	109.1%	600,481.80	Supplementals \$50k; Grant (COVID-19) \$39k; Penalties & Int \$31k; Gas Tax \$346k [partial timing]; Land Rentals [timing] (\$15k); County & School Boards \$166k; Building Rentals (\$10k) [timing];
Administration, Finance, and Clerks		23,407.95	92,680.00	7,232.00	67,904.16	938.9%	60,672.16	Misc Rev [Tax Recovery Costs] \$14k; Trfr from Res [Donations] \$47k
Council		-	-	-	-			-
Transit		55,100.00	-	-	-			-
Fire		159,568.69	130,152.00	83,096.00	116,602.92	140.3%	33,506.92	Prov Grant \$6k; Call-out Fees \$33k; Melancthon (\$20k) [timing]; Grey Highlands \$13k; EMS Rent (\$11k) [timing]; Donation Rev \$4k; Other Rev/Recoveries \$8k
Police		14,953.52	6,640.00	6,640.00	7,905.52	119.1%	1,265.52	-
Conservation Authority		-	-	-	-			-
Building		597,389.12	435,000.00	303,400.00	423,997.50	139.7%	120,597.50	Fees \$121k
Other Protective Services		26,140.00	56,300.00	47,828.00	31,105.00	65.0%	(16,723.00)	Canine: Dog Tags \$4k; Kennel Licences (\$5k) Property Stds: Contr from Res [COVID-19 - timing] (\$17k)
Roads		98,005.69	85,300.00	18,122.00	20,422.10	112.7%	2,300.10	-
Solid Waste		242,599.66	211,600.00	110,206.00	89,436.92	81.2%	(20,769.08)	Office (\$5k); Tsfr Station Rev (\$6k); Landfill (\$5k)
Health Services		212,946.12	34,700.00	29,264.00	409,800.00	1400.4%	380,536.00	Cont from Res [Markdale Hospital] \$380k
Cemetery		36,605.28	40,440.00	12,101.00	21,571.00	178.3%	9,470.00	Interment \$3k; Columbarium \$10k
Recreation		337,953.34	367,955.00	123,300.00	48,794.42	39.6%	(74,505.58)	Olde Town Hall (\$3k); Swinton Park (\$2k); Holstein Park (\$4k)
								F Mac Rev (\$5k); Pool \$6k; Campground (\$4k)
								Auditorium (\$6k); Ice Rental (\$42k); Floor (\$3k); Other Rev (\$4k)
Library		264,207.03	269,047.00	2,046.00	533.17	26.1%	(1,512.83)	-
								-
Planning		284,787.25	156,819.00	47,888.00	83,426.70	174.2%	35,538.70	Fees \$36k
Industrial Land		(7,000.00)	1,285,000.00	200,000.00	(10,000.00)	-5.0%	(210,000.00)	Land Sale (\$210k);
Agriculture		230,397.50	227,570.00	156,906.00	79,523.52	50.7%	(77,382.48)	Tile Drain Receipts (\$79k)
Economic Development		-	-	-	11,000.00		11,000.00	Cont from res [Grants - CIP] \$11k
Total Revenues		17,689,422.47	18,696,258.00	15,704,598.00	16,559,073.73	105.4%	854,475.73	

Attachment 1

		2020	2021	August		Variance		
		Actual	Annual Budget	YTD Budget	YTD Actual	%	\$	Comments
Tax-Supported:								
Expenses								-
Southgate Regular Taxation		-	-	-	-		-	-
Corporate, County & School Board		6,510,592.86	6,001,337.00	5,704,503.00	6,255,397.50	109.7%	550,894.50	Cont to Res [COVID-19] \$39k; Contr to Res - Gas Tax \$346k [partial timing]; County & School Board \$166k
								Finance: Wages \$24k; Comp/Equip Soft (\$9k); Insur \$29k [timing]; Postage (\$12k) [timing]; Tax Adj/Write-off \$26k; Bank Chrgs \$8k; Don \$22k; All other (\$17k)
Administration, Finance, and Clerks		1,170,777.27	1,318,081.00	820,900.00	870,404.26	106.0%	49,504.26	Admin: Wages (\$19k); All other (\$11k)
Council		178,325.85	200,640.00	129,700.00	111,025.68	85.6%	(18,674.32)	Clerks: Wages \$7k; Cont Svcs \$6k
Transit		87,938.79	33,069.00	33,069.00	35,817.85	108.3%	2,748.85	Mun Prop: (\$6k)
								Wages (\$8k); Conferences (\$6k)
Fire		586,391.43	693,571.00	358,318.00	313,948.51	87.6%	(44,369.49)	
Police		1,174,351.82	1,200,978.00	800,336.00	801,142.46	100.1%	806.46	Wages (\$27k); Telephone (\$10k)
Conservation Authority		112,458.19	119,138.00	117,995.00	119,453.00	101.2%	1,458.00	
Building		597,389.12	435,000.00	229,954.00	193,754.04	84.3%	(36,199.96)	
								Wages (\$26k); Legal \$12k; Training (\$14k)
Other Protective Services		99,162.54	144,227.00	94,632.00	82,169.21	86.8%	(12,462.79)	JH&S (\$2k); Property Stds: Wages (\$11k); Legal (\$6k); Canine Control: Contracted Svc (\$8k) [timing]; Crossing Guards: Wages (\$6k); Emerg Event: Wages \$11k [2 day shut-down]
Roads		3,797,892.68	4,151,932.00	1,918,989.00	1,784,134.28	93.0%	(134,854.72)	Drainage \$28k; Admin & Other \$79k; Gravel Pits (\$40k); Bridge Mtce (\$36k); Surface Mtce \$25k; Winter Mtce (\$61k); Signage \$14k; Equip Mtce (\$138k) [timing]
Solid Waste		1,062,092.73	1,022,100.00	549,831.00	533,331.81	97.0%	(16,499.19)	Admin (\$5k); Collections \$10k; Tsfr Stns \$12k; Equip Mtce (\$19k) [timing]; Landfill (\$6k)
Health Services		286,696.12	110,650.00	28,233.00	429,297.89	1520.6%	401,064.89	Markdale Hospital \$400k
Cemetery		50,718.33	63,015.00	24,317.00	13,534.49	55.7%	(10,782.51)	
								-
Recreation		816,363.94	822,900.00	311,682.00	229,165.37	73.5%	(82,516.63)	Mt Forest Payment (\$19k) [timing]; Swinton Park (\$4k); Holstein Park (\$8k)
								F Mac (\$4k); Pool (\$2k); Ball Park \$2k; Admin \$8k
								Admin (\$21k); Plant/Surface (\$12k); Ice Machine (\$6k); Main Floor (\$14k); Auditorium \$5k
Library		538,371.03	548,068.00	174,554.00	151,464.61	86.8%	(23,089.39)	
								-
								Wages (\$13k); Comp Svcs (\$2k); Training (\$3k); Bldg Mtce (\$3k)
Planning		341,088.18	233,982.00	108,238.00	106,352.34	98.3%	(1,885.66)	
Industrial Land		31,668.07	1,285,000.00	42,600.00	11,352.08	26.6%	(31,247.92)	Contracted Svce (\$7k); Legal \$7k
Agriculture		221,187.15	228,070.00	61,595.00	29,872.94	48.5%	(31,722.06)	Rd to Hwy#10: Engineering (\$28k)
Economic Development		25,956.37	84,500.00	45,315.00	36,336.56	80.2%	(8,978.44)	Tile Drain Repayment (\$33k)
Total Expenses		17,689,422.47	18,696,258.00	11,554,761.00	12,107,954.88	104.8%	553,193.88	Wages (\$21k); Grants [CIP] \$11k
		-	-	(4,149,837.00)	(4,451,118.85)	107.3%	(301,281.85)	
Prior year (Surplus) Deficit - tax supported		-	-	-	-		-	
Current YTD (Surplus) Deficit - tax-supported		-	-	(4,149,837.00)	(4,451,118.85)	107.3%	(301,281.85)	

Attachment 1

		2020	2021	August		Variance		
		Actual	Annual Budget	YTD Budget	YTD Actual	%	\$	Comments
Non-Tax-Supported:								
Revenues								
Sanitary Sewers		906,570.87	919,000.00	459,502.00	397,501.70	86.5%	(62,000.30)	Billings (\$62k)
Water		1,067,995.42	1,057,572.00	364,935.00	353,711.35	96.9%	(11,223.65)	Billings (\$11k)
		1,974,566.29	1,976,572.00	824,437.00	751,213.05	91.1%	(73,223.95)	
Expenses								
Sanitary Sewers		906,570.87	919,000.00	175,708.00	114,603.36	65.2%	(61,104.64)	Lagoon (\$40k); Admin (\$18k)
Water		1,067,995.42	1,057,572.00	427,876.00	456,382.85	106.7%	28,506.85	Admin \$52k; Wells (\$17k)
		1,974,566.29	1,976,572.00	603,584.00	570,986.21	94.6%	(32,597.79)	
Current YTD (Surplus) Deficit - non-tax-supported		-	-	(220,853.00)	(180,226.84)	81.6%	40,626.16	



Staff Report FIN2021-030

Title of Report: FIN2021-030 2022 Budget
Department: Finance
Council Date: October 6, 2021

Recommendation:

Be it resolved that Council receive Staff Report FIN2021-030 2022 Budget as information.

Background:

Municipal Act, 2001 s. 290(1) requires a municipality shall:

“prepare and adopt a budget including estimates of all sums required during the year for the purposes of the municipality, including,

- (a) amounts sufficient to pay all debts of the municipality falling due within the year”.

Staff Comments:

Staff has prepared the following timeline for the 2022 Budget process:

Wednesday, October 6, 2021	9am	Regular Council	Set Budget timeline
Wednesday, November 10, 2021	9am	Council/ Committee of the Whole	Present 2022 Multi-year Capital and 2022 Special Project Multi-year Forecasts
Tuesday, November 23, 2021	9am	Council/ Committee of the Whole	Discuss 2022 Capital and 2022 Special Project Budgets
Wednesday, December 8, 2021	9am	Council/ Committee of the Whole	Present 2022 Operating Budget
Tuesday, December 21, 2021	9am	Council/ Committee of the Whole	Discuss/Recommend 2022 Operating Budget
Tuesday, January 11, 2022	7pm	Public Information Meeting	Staff to present consolidated 2022 Budget and receive public comments
Wednesday, January 19, 2022	9am	Council/ Committee of the Whole	Discuss/Recommend 2022 Operating Budget (if needed)
Wednesday, February 2, 2022	9am	Regular Council	Approval of consolidated 2022 Budget

Use of online public engagement tools are also anticipated in addition to the Public Information Meetings. The public also has the opportunity to speak directly to Council during open-forum at each council meeting.

The 2022 Budget timeline will be posted on the website.

Financial Implications:

The Township of Southgate is required to approve a budget annually. The proposed timeline would allow for approval of the 2022 Budget on February 2, 2022.

Communications & Community Action Plan Impact:

This report has been written and presented to Council in accordance with the Southgate Community Action Plan:

Mission Statement Pillars

- Trusted Government
- Economic Prosperity.

Themes:

- Municipal Services
- Public Communications

Core Values:

- Integrity
- Stewardship

Concluding Comments:

The 2022 Budget timeline anticipates that the consolidated 2022 Budget would be approved on February 2, 2022.

Respectfully Submitted,

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

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



Staff Report FIN2021-031

Title of Report: FIN2021-031 2021 Insurance Renewal

Department: Finance

Council Date: October 6, 2021

Recommendation:

Be it resolved that Council receive Staff Report FIN2021-030 2021 Insurance Renewal as information.

Background:

The municipality has insurance policies for Casualty, Property, Automobile, and Excess with Intact Public Entities Inc., in partnership with NFP Canada Corp.

Staff Comments:

On September 15, 2021, Intact Public Entities Inc. and NFP Canada Corp provided the renewal report for the period October 1, 2021 to September 30, 2022.

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

			Increase	
	2021-2022	2020-2021	\$	%
Casualty				
General Liability	\$ 63,836	\$ 42,557	\$ 21,279	50%
Errors and Omissions Liability	\$ 6,181	\$ 5,375	\$ 806	15%
Non-owned Automobile Liability	\$ 176	\$ 176	\$ -	0%
Environmental Liability	\$ 6,751	\$ 5,870	\$ 881	15%
Crime	\$ 1,591	\$ 1,545	\$ 46	3%
Board Members Accident	\$ 1,532	\$ 1,532	\$ -	0%
Volunteers' Accident	\$ 150	\$ 150	\$ -	0%
Conflict of Interest	\$ 420	\$ 420	\$ -	0%
Legal Expense	\$ 918	\$ 918	\$ -	0%
Property				
Property	\$ 48,279	\$ 42,459	\$ 5,820	14%
Equipment Breakdown	\$ 2,843	\$ 2,787	\$ 56	2%
Automobile				
Owned Automobile	\$ 46,619	\$ 27,460	\$ 19,159	70%
Excess				
Follow Form - 1st layer	\$ 2,160	\$ 2,000	\$ 160	8%
Follow Form - 2nd layer	\$ 3,505	\$ 3,246	\$ 259	8%
Total Annual Premium	\$ 184,961	\$ 136,495	\$ 48,466	36%
8% Retail Sales Tax	\$ 14,797	\$ 10,920	\$ 3,877	36%
Total Cost	\$ 199,758	\$ 147,415	\$ 52,343	36%

On September 20, 2021, staff met with representatives of the providers to review the renewal report and discuss the increases, resulting in an overall increase of 36%. The specific increase in the general liability premium of 50% is mostly due to the cost of recent claims and the specific increase in the owned automobile premiums of 70% was a correction for understated prior year premiums combined with the continuing increase in replacement cost of municipal vehicles.

Intact Public Entities Inc. and NFP Canada Corp have been asked to make a presentation to Council at the October 6, 2021 meeting to answer any questions Council may have.

Staff also notes that only two large providers remain willing to provide municipal insurance coverage, Intact Public Entities Inc and Marsh Canada Limited, as several insurance providers have stopped serving the municipal market due to the uncertain volatility in the level of claims.

Financial Implications:

For 2020, the cost of insurance premiums was \$123,153 compared to a budget of \$123,370.00

The 2021 Budget contained \$162,149 for insurance policy premiums. Based on the current renewal, the projected cost for 2021 is \$160,500 ($\$147,415 \times 9/12 + \$199,758 \times 3/12$), which is underbudget by \$1,649.

Staff estimates that the 2022 Budget should contain \$212,242, taking into consideration the impact of this 36% increase and assuming a further increase of 25% for the 2022/2023 premium year, for a budget impact of \$50,093.

Communications & Community Action Plan Impact:

This report has been written and presented to Council in accordance with the Southgate Community Action Plan:

Mission Statement Pillars

- Trusted Government
- Economic Prosperity.

Themes:

- Municipal Services
- Public Communications

Core Values:

- Integrity
- Stewardship

Concluding Comments:

The annual insurance costs for the period October 1, 2021 to September 30, 2022 is \$199,758, an increase of 36%. As the increase was anticipated, the financial impact in 2021 is a savings of \$1,649. Staff estimates that the 2022 Budget should contain \$212,242, taking into consideration the impact of this 36% increase and assuming a further increase of 25% for the 2022/2023 premium year, for a budget impact of \$50,093.

Respectfully Submitted,

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

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

Attachment: None



Staff Report PW2021-047

Title of Report: PW2021-047 Department Report
Department: Public Works
Branch: None
Council Date: October 6, 2021

Recommendation:

Be it resolved that Council receive Staff Report PW2021-047 for information.

Background:

Public Works Department update.

Staff Comments:

1. Transportation and Public Safety:

The replacement of bridge S108 on Southgate Sideroad 49 between Highway 89 and Southgate Road 04 had the pre-cast box culvert prepped and installed the week of September 20, 2021 (Attachment #1) and bridge S109 rehabilitation work has started.

2. Both Hopeville and Holstein sand domes have been filled with winter sand/salt.
3. The major rain events of September 22 & 23, 2021 caused water over the roads and road closures on Southgate Sideroad 21 between Southgate SDR 71 and Southgate Road 22, Southgate SDR 57 between Southgate Road 22 and Southgate Road 24, and Southgate SDR 07 between Southgate Road 12 and Southgate Road 14. All of these roads were reopened on Friday September 24th.
4. Preliminary Acceptance for the Flato Glenelg Subdivision Phase 1, Stage I and Stage II municipal services works has been authorized by the Township. By-law 2021-067 Flato Glenelg Subdivision Agreement has the following for Preliminary Acceptance:

ARTICLE 8- ACCEPTANCE AND OWNERSHIP OF SERVICES

8.1 Preliminary Acceptance

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

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

Township may grant Preliminary Acceptance of the applicable services and

thereafter the said services shall be subject to the minimum one-year guarantee and maintenance period described in Article 5.12.

Final Acceptance will be approved by Council at a later date when all other conditions are met. (Attachment #2)

5. The Holstein Council Chambers/Depot had the parking lot paved on September 28th.
6. Rows Lane sidewalks have been installed, switch over of streetlights & poles and final utility works to be completed in next few weeks.

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 PW2021-047 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 Placing of S108 box culvert

Attachment #2 Triton Glenelg Subdivision Preliminary Acceptance dated September 27,2021





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

ORANGEVILLE • FERGUS • HARRISTON

September 27, 2021

Township of Southgate
185667 Grey County Road 9
RR 1
Dundalk, Ontario
N0C 1B0

Attention: Dave Milliner
Chief Administrative Officer

RE: Township of Southgate
Glenelg Subdivision, Phase 1
Preliminary Acceptance
Stage I and II Municipal Services
Our File: A4171A

Dear Mr. Milliner:

Further to a request from Crozier & Associates (Crozier) dated September 24, 2021 (attached) regarding Preliminary Acceptance of Stage I and II municipal services (i.e., underground services, base asphalt and curb/gutter) for Phase 1 of the Flato Glenelg Subdivision, we wish to advise as follows:

- Site inspections have been completed by Triton Engineering Services Limited, Crozier and municipal staff. These inspections have confirmed that Stage I and II municipal works have been substantially completed. Deficiencies have been noted during the inspection; however, these do not impact the substantial completion status. A complete deficiency list will be composed and forwarded to the Developer's contractor. These deficiencies are to be addressed in a timely fashion. Securities currently in place shall be retained to ensure these deficiencies are completed satisfactorily.
- The Developer's consultant, Crozier has provided written certification that these services have been constructed and installed in accordance with the approved plans and specifications in their letter dated September 24, 2021 (attached).

Based on the preceding, we recommend that Preliminary Acceptance be granted for Stage I and II municipal services for Phase 1 of the Glenelg Subdivision with the guarantee and maintenance period commencing as of September 24, 2021.



We trust that this information is satisfactory and should you have any questions, please do not hesitate to contact the undersigned.

Sincerely,

Triton Engineering Services Limited



Dustin C. Lyttle, P. Eng.

Encl.

cc: Jim Ellis, Township of Southgate

Township of Southgate
185667 Grey County Rd. 9 RR 1
Dundalk, Ontario N0C 1B0

Attention: Mr. David Milliner, CAO

RE: **GLENELG SUBDIVISION - PHASE 1
CONFORMANCE LETTER FOR SUBSTANTIAL COMPLETION – STAGE I AND STAGE II
TOWNSHIP OF SOUTHGATE**

Dear Dave,

By copy of this letter, C.F. Crozier & Associates Inc. certifies that all works completed to date have been constructed in general conformance with all applicable municipal and provincial standards and as indicated on the approved for construction drawings.

The following is a summary of the works completed to date as it pertains to the subdivision agreement:

Stage I - all underground works including:

- a) all storm and sanitary sewers (including CCTV acceptance)
 - **Installation of all sanitary and storm sewers is complete.**
 - **CCTV has been completed in all lines except the storm sewer line along the north property boundary and park block which will be completed by October 1, 2021. The mainline sewer videos have been forwarded to Triton for review and our report for the mainlines is attached. Mislabeled service lateral videos have been corrected and will be resubmitted with our full report by October 1, 2021.**
 - **Minor repairs to be identified in a deficiencies memo as noted below**
Repairs will be undertaken by the contractor and completed by October 29, 2021.
 - **Completion of parging and repairs to parging previously completed in all structures is underway and will be done by October 15, 2021. A deficiency list will then be prepared as noted below, if necessary.**
 - **The installation of the plug in the sanitary main line has been completed and photograph provided.**
- b) watermain (including commissioning)
 - **Installation of all watermain is complete.**
 - **Swabbing, hydrostatic testing, chlorination, and de-chlorination are complete per OPSS 441 to the satisfaction of the Township of Southgate.**
 - **Samples have been approved.**
- c) conduits or pipes for electrical services
 - **Kile Contracting is to commence utility servicing shortly and are scheduled to be completed by December 31, 2021. Due to delivery issues, streetlights will be installed Spring 2022.**

- d) all other conduits for utilities such as gas, telephone and cable TV under roadways and including all water, storm and sanitary sewer service connections to the limit of the street allowance for each proposed building lot.
- **All road crossing ducts have been installed.**
- e) stormwater management facilities including fencing.
- **Stormwater management pond outlet structures are installed. Weir wall construction to be completed by October 15, 2021.**
 - **Stormwater management pond is complete with topsoil and hydroseed.**
 - **Chain link fence installation has been scheduled by the contractor and will be installed by October 29, 2021.**
 - **Remaining landscaping to follow prior to completion of construction of the homes.**

Stage II - all works up to and including:

- a) curbs and gutter
- **Temporary curb has been installed within the Phase 1 development; full stage curb and gutter has been installed along Glenelg Street. Scoring of the concrete curb outlet on Glenelg Street at Sta 1+470 to be completed by September 30, 2021.**
- b) base asphalt
- **All base course asphalt paving has been completed.**
- c) placement of all required street signs and traffic control signs
- **Temporary signage has been installed.**
- d) erection of a sign at least twelve (12) feet by eight (8) feet to be approved by the Township Engineer at each entrance to the subdivision from a public road, which shall depict the plan of subdivision and shall indicate the locations of all sidewalks/walkways, restricted parking zones, mailboxes, fencing including the type of fencing, school board disclaimer, zoning/land-use on adjacent properties and phases are to be delineated.
- **Sign was installed Friday September 17, 2021.**
- e) erection of a sign at least three (3) feet by three (3) feet to be approved by the Township Engineer at each point of entry to the subdivision stating that the services including the streets have not been assumed by the Township, and that anyone using the services or streets does so at their own risk.
- **Signs are manufactured and are to be installed September 24, 2021**

In addition, the Public Works Dept have authorized Glenelg St to be re-opened, so the barricades are being removed on September 24, 2021.

Please consider this letter as a formal request that the Township of Southgate grant Preliminary Acceptance of all Stage I and Stage II services. A preliminary site walk was completed on September 16, 2021 with Crozier and Associates and Triton Engineering to review the items outlined in this letter. Upon completion of the work identified above to be completed by October 15, 2021, a formal deficiency list will be prepared. All observed deficiencies requiring rectification will be addressed prior to the end of November 2021, weather permitting.

Our office, on behalf of Flato Developments Inc., further request that the Township issue sign off for the release of building permits per the requirements of the Subdivision Agreement.

If there is any additional documentation or clarification required, please do not hesitate to contact our office.

Thank you for your prompt attention to this request.

Yours truly,

C.F. CROZIER & ASSOCIATES INC.



Craig Kryslak, C.E.T.
Manager, Construction Services

COPY

e.c. Shakir Rehmatullah, Flato Developments Inc.
 Nazy Majidi, Flato Developments Inc.
 Robert Rawlings, Flato Developments Inc.
 Ray Kirtz, Triton Engineering
 Dustin Lyttle, Triton Engineering

J:\1000\1060-Flato Dev\4171-Glenelg\Letters\2021.09.24 Substantial Conformance Letter_Final.doc.docx

Accounts Payable

CIBC - 1 - Standard Cheque Register By Date

08/01/2021 thru 08/31/2021

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
040655	08/03/2021	001044	ANCHEM SALES	
	Invoice 206353		07/13/2021 WATER CHEMICALS	1,291.59
040656	08/03/2021	002005	B. EDWARDS TRANSFER	
	Invoice 642216		07/20/2021 RDS-FLUSHING CULVERTS-CDR LAN	1,367.30
	Invoice 642220		07/20/2021 SEWR-BACKUP 114 SEELEY AV DDL	949.20
	Invoice 642206		07/13/2021 WTR/CAP-HYDRO EX OWEN SOUND	1,367.30
040657	08/03/2021	002047	BROADLINE EQUIPMENT RENTALS LTD	
	Invoice 82102		06/01/2021 WST-EGRMNT SCISSOR LIFT	282.50
	Invoice 80858		04/16/2021 CEM-MINI EXCVTR	507.70
	Invoice 81125		04/24/2021 RDS-SKIDSTR TRACK/RAKE ATTACH	1,830.60
	Invoice 80745		04/14/2021 RDS-TRACK SKIDSTR/RAKE ATTACH	1,042.98
	Invoice 84476		07/17/2021 RDS-MINI EXCVTR WLR	740.15
040658	08/03/2021	003026	CARSON SUPPLY	
	Invoice S1635174.001		07/14/2021 SWR/WTR-MANHOLE CVR/CV HYDR	1,909.00
040659	08/03/2021	003076	STAPLES PROFESSIONAL	
	Invoice 56672266		07/21/2021 FIN-LEGAL PAPER/ENVELOPES	156.87
	Invoice 56648795		07/19/2021 FIN-GRBG BAGS/PPR TOWEL/ENVEL	280.79
040660	08/03/2021	003089	SUNBELT RENTALS OF CANADA INC.	
	Invoice 73776124-0001		07/14/2021 WTR-2 PAINT INVERTED FLUOR BLL	142.27
040661	08/03/2021	003092	CADUCEON ENTERPRISES INC.	
	Invoice 21-11625		07/26/2021 DDLK SEWAGE TESTING	166.96
	Invoice 21-11626		07/26/2021 DDLK WATR TEST-HALOACETIC ACI	463.30
	Invoice 21-11134		07/19/2021 DDLK SEWAGE TESTING	135.32
	Invoice 21-11153		07/19/2021 DDLK WATER TESTING	144.08
040662	08/03/2021	006009	FIRE MARSHAL'S PUBLIC FIRE SAFETY COUNCIL	
	Invoice IN158452		07/14/2021 FIRE-SPARKY COSTUME	4,491.75
040663	08/03/2021	008021	HERALD NEWSPAPER CORP	
	Invoice 19927		02/16/2021 CLRK-NOTICE OF INTENT PASS BYL	67.80
	Invoice 19889		01/02/2021 RDS-TENDER/QUOTES REQUESTS	339.00
040664	08/03/2021	008034	HOLSTEIN FEED MILL (2015) LTD	
	Invoice 329805		06/23/2021 RDS-GRASS SEED MIX 25KG X10	2,280.00
040665	08/03/2021	008041	HWY 4 TRUCK SERVICE LTD.	
	Invoice 104159		07/22/2021 WST-#218 TIRE LEAK/OIL CHNG	873.72
040666	08/03/2021	012010	LIBRARY BOUND INC	
	Invoice 30105076		07/19/2021 LIBRARY BOOKS	321.46
	Invoice 30104178		07/08/2021 LIBRARY BOOKS	802.09
	Invoice 30104766		07/14/2021 LIBRARY BOOKS	452.82
	Invoice 30105689		07/26/2021 LIBRARY BOOKS	304.78
	Invoice 30105403		07/22/2021 LIBRARY BOOKS	282.34
040667	08/03/2021	013035	MCDONALD HOME HARDWARE	
	Invoice 102377		07/19/2021 REC-CABLE TIES	17.61
	Invoice 102441		07/21/2021 FIRE-FURNACE FILTERS 3PK	6.77
	Invoice 102465		07/22/2021 FIRE-FURNACE FILTER PLTD 2PK	11.27
	Invoice 102492		07/23/2021 CAP/ED-RAINBOW CRSWLK PAINT	79.73
	Invoice 102478		07/22/2021 WST-CAR FRESHENERS/GLOVES	104.32
	Invoice 102555		07/26/2021 RDS-BUILDERS HARDWARE	8.87

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	Invoice 102355		07/19/2021 RDS-COARSE WIRE BM WHEEL	15.81
	Invoice 102357		07/19/2021 RDS-BUILDERS HARDWARE	13.81
	Invoice 102265		07/16/2021 WTR-SJTW CORDS/EXTN POLE/BRU	140.71
	Invoice 102472		07/22/2021 RDS-HARDWR/CONCRETE MIX -SIGI	22.57
	Invoice 102567		07/26/2021 CAP/ED/RDS-PAINT SUPPLIES/BTRY	149.61
	Invoice 102598		07/27/2021 ARENA-FRTLZR PLANT BLOOM/MAS	28.78
	Invoice 102495		07/23/2021 REC-LINE TRM	9.37
	Invoice 102498		07/23/2021 REC/POOL-DISPSBL GLOVES	20.33
	Invoice 102544		07/25/2021 REC/POOL-DISPOSABLE GLOVES	20.33
040668	08/03/2021	013058	MINISTER OF FINANCE	108,234.37
	Invoice 211307211147042		07/15/2021 POL-JULY2021 CONTRACT BILLING	98,941.00
	Invoice 1-118412042-7		07/02/2021 AG-2014-08 TILE DEBENTUR REPAY	2,499.97
	Invoice 1-117568040-8		07/02/2021 AG-2013-08 TILE DEBENTUR REPAY	6,793.40
040669	08/03/2021	013097	MCDUGALL ENERGY INC.	5,704.75
	Invoice 5244828		07/21/2021 HOLSTEIN DEPOT CLEAR DIESEL	3,998.18
	Invoice 5244912		07/21/2021 MUNICIPAL OFFICE REGULAR GAS	541.61
	Invoice 5248336		07/21/2021 DUNDALK DEPOT DYED DIESEL	1,164.96
040670	08/03/2021	016040	PREMIER EQUIPMENT LTD	41.65
	Invoice 1257412		07/21/2021 RDS-#116 12IN 3/8 .043 LAMINTD	41.65
040671	08/03/2021	018002	R B ENTERPRISES	486.53
	Invoice 25408		07/12/2021 RDS-GREENLUB EPO 35 LBS X3	486.53
040672	08/03/2021	019069	STINSON ITS INC.	4,926.80
	Invoice IN0000119		07/19/2021 RDS-RADARSIGN TC-400 11"DISPLY	4,926.80
040673	08/03/2021	019076	STUTZ BROWN & SELF PROFESSIONAL CORP	734.98
	Invoice 32476		07/15/2021 PLN-'21 REGISTRATIONS SP13/SP6	734.98
040674	08/03/2021	019084	SUPERIOR TIRE SALES & SERVICE	443.12
	Invoice SUP0043755		04/06/2021 RDS-WET TIRE REPAIR-VLV STEM	149.13
	Invoice 22008		07/14/2021 RDS-#215 SPINNER PLT/MTG BELT	293.99
040675	08/03/2021	020018	THE INFORMATION PROFESSIONALS	395.50
	Invoice TOMRMS 2021- 177		07/27/2021 CLRK-ANNUAL COMPLIANCE SERVIC	395.50
040676	08/03/2021	020022	THE MURRAY GROUP LIMITED	1,934.86
	Invoice 2312530		07/20/2021 RDS-COLD MIX	1,082.72
	Invoice 2302592		07/14/2021 RDS-HL-4 HOT MIX	852.14
040677	08/03/2021	020032	TOROMONT INDUSTRIES LTD.	279.27
	Invoice PS601077375		07/21/2021 WST-#115 AIR FILTERS/A-FUEL/AS	279.27
040678	08/03/2021	020033	TOWN OF HANOVER	3,186.66
	Invoice 251448		06/03/2021 1/3 PORTION FIRE DYNAMICS PROP	3,186.66
040679	08/03/2021	020044	TRITON ENGINEERING SERVICES LTD	39,698.34
	Invoice 52270		06/30/2021 CAP/WTR-T4612 WTR TOWER JUNE	5,068.05
	Invoice 52261		06/30/2021 R-A4169 FLATO N MAY/JUNE PH4-6	1,091.38
	Invoice 52224		06/30/2021 CAP-M5616 INDUSTRIAL RD JUNE	4,005.85
	Invoice 52258		06/30/2021 R-A4152 WHT RSE DEC/JAN INFILL	1,087.63
	Invoice 52259		06/30/2021 R-A4165 WHT RSE PH3 JUNE DESGN	20,586.34
	Invoice 52260		06/30/2021 R-A4167 FLATO E JUNE PH7/8/10	5,195.11
	Invoice 52262		06/30/2021 R-A4171 FLATO GLENELG JUNE	2,663.98

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040680	08/03/2021	020046	TRY RECYCLING INC	995.78
	Invoice 0000195329		07/24/2021 WST-ROOFING	995.78
040681	08/03/2021	020047	PEAVEY INDUSTRIES LP	169.98
	Invoice TRN9397		07/21/2021 RDS-#315 MULTIBIT/CNTRCTR BAG	169.98
040682	08/03/2021	020049	THE WELLINGTON ADVERTISER	116.45
	Invoice 268801		07/15/2021 CAP-COUNCIL CHAMBERS PROJ RF	116.45
040683	08/03/2021	021001	ULINE CANADA	362.07
	Invoice 8749894		07/16/2021 RDS-SCORPION RETRACTBL LANYA	362.07
040684	08/03/2021	022004	VANALSTINE AUTOMOTIVE	1,325.78
	Invoice 13611		06/22/2021 REC-OXGN SNSR/WIRE SET/SPRK P	781.45
	Invoice 13791		07/15/2021 WTR-AIR FLTR/WIRE SET/SPARK PL	445.83
	Invoice 13734		07/09/2021 RDS-#317 OIL CHANGE/INSPECTION	98.50
040685	08/03/2021	022008	VIKING CIVES LTD	293.99
	Invoice 2700970		07/14/2021 RDS-SPINNR MTG/POST/CROSS BEL	293.99
040686	08/03/2021	023044	WAGGS LTD.	50.85
	Invoice 281240		07/19/2021 LIB-MAT CLEANING SERVICES	50.85
040687	08/03/2021	025002	YOUNG'S BUILDING MATERIALS INC.	136.61
	Invoice 727306		06/11/2021 REC/POOL-PH INCREASER X7	57.66
	Invoice 727823		06/15/2021 REC/POOL-PH INCREASER/BOOSTER	66.35
	Invoice 729895		06/29/2021 REC/POOL-LOCK NUT/CUT KEY/BOL	12.60
040688	08/03/2021	098002		600.00
	Invoice 07/27/2021		07/27/2021 #2020-23 ENTRNC PERMIT DEP RFN	600.00
040689	08/03/2021	098002		622.75
	Invoice July 20 2021		07/20/2021 SP6-21 CONTINGENCY FEE REFUND	622.75
040690	08/03/2021	098002		600.00
	Invoice 07/06/2021		07/06/2021 #2021-17 ENTRNC PERMIT DEP RFN	600.00
040691	08/03/2021	098002		622.75
	Invoice July 20, 2021		07/20/2021 SP13-21 CONTINGENCY FEE REFUND	622.75
040692	08/03/2021	098002		600.00
	Invoice 07-06-21		07/06/2021 #2020-32 ENTRNC PERMIT DEP RFN	600.00
040693	08/03/2021	098002		400.00
	Invoice 07/06/21		07/06/2021 #2020-07 ENTRNC PERMIT DEP RFN	400.00
040694	08/03/2021	098002		600.00
	Invoice 07-06-2021		07/06/2021 #2021-09 ENTRNC PERMIT DEP RFN	600.00
040695	08/03/2021	099002	AMACO EQUIPMENT	51,283.24
	Invoice E00489		07/16/2021 CAP/RDS-3 TON HOTBOX W/TRAILEI	50,764.12
	Invoice P17611		07/23/2021 CAP/RDS-24HR TIMER FOR HOTBOX	519.12
040696	08/03/2021	099002	BATES BROS CONSTRUCTION INC.	5,618.36
	Invoice 845580		07/02/2021 RDS-CUT DEAD TREES-2MEN&BUCK	3,098.46
	Invoice 845579		07/02/2021 RDS-TREE RMVL DRMORE-2MEN/BC	2,519.90
040697	08/03/2021	099002	BEARINGER TRACTOR	2,349.84

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	Invoice 2659		07/24/2021 CAP/RDS-EXCAVATOR RENTAL SRD	2,349.84
040698	08/03/2021	099002	C-MAX FIRE SOLUTIONS	282.50
	Invoice 91928		05/10/2021 FIRE-PUMPER SERVICE CALL-LEAK	282.50
040699	08/03/2021	099002	CANSEL SURVEY EQUIPMENT INC.	574.04
	Invoice 91050455		07/19/2021 RDS-TRMBL CTYLSST-GPS DATA 1MT	574.04
040700	08/03/2021	099004	GREY COUNTY FIRE TRAINING ASSOCIATION	250.00
	Invoice NFPA 1035- DFD		06/22/2021 FIRE&LIFE SAFETY EDUCATOR JUN	250.00
040701	08/03/2021	099005	JD MOBILE REPAIR SERVICE	699.13
	Invoice 175		07/15/2021 RDS-#114 L/H STABILZR CYL LEAK	699.13
040702	08/03/2021	099006	ORANGEVILLE FIRE EQUIPMENT	271.20
	Invoice 90535		04/20/2021 FIRE-BREATHING CYLINDER TESTN	271.20
040703	08/03/2021	099007	POI BUSINESS INTERIORS LP	2,493.91
	Invoice 341171		07/21/2021 CAP/LIB-FLIP TOP TABLES	2,493.91
040704	08/03/2021	099007	S&E LAWN CARE & SNOW REMOVAL LTD.	10,932.75
	Invoice 2021-0612		07/21/2021 RDS-ROADSIDE GRASS CUTS 900KM	10,932.75
040706	08/19/2021	001004	BARCLAY WHOLESALE	139.56
	Invoice 44549		08/09/2021 REC/POOL-MURIATIC ACID 20L X2	139.56
040707	08/19/2021	001005	A.J. STONE COMPANY LTD	1,046.38
	Invoice 0000160626		06/24/2021 FIRE-GLASS MSTR WINDSHIELD SA	341.26
	Invoice 0000161267		07/30/2021 FIRE-ARMTEX ATTACK HOSE 1.75"	705.12
040708	08/19/2021	001020	AGO INDUSTRIES INC.	3,300.23
	Invoice 923237		10/22/2020 JH&SC-TRAFFC SAFETY ZIP SWEAT	91.58
	Invoice 21632		10/30/2020 JH&SC-TRAFFC SFTY INSUL JACKET	-148.03
	Invoice 970887		07/29/2021 JH&SC-TRAFFIC SAFETY CLOTHING	3,356.68
040709	08/19/2021	001031	ALK ASPHALT MAINTENANCE	2,843.36
	Invoice I-2152-SOU		08/05/2021 RDS-DUNDALK LINE PAINTING	2,843.36
040710	08/19/2021	001044	ANCHEM SALES	864.45
	Invoice 207206		07/31/2021 WTR-PALLET DEPOSIT RFND	-67.80
	Invoice 207188		07/31/2021 WATER CHEMICALS	932.25
040711	08/19/2021	001059	ASSOCIATION OF ONTARIO ROAD SUPERVISORS	1,491.60
	Invoice 22908		07/09/2021 RDS-CHNSAW/CHPR SAFE OP COUF	1,491.60
040712	08/19/2021	002047	BROADLINE EQUIPMENT RENTALS LTD	234.48
	Invoice 83463		07/28/2021 CAP/RDS-STNDRD TOILET JUN-JUL	234.48
040713	08/19/2021	002057	BUCKHAM TRANSPORT LIMITED	2,768.50
	Invoice 30133		08/03/2021 WST-WASTE DRUM DISPOSAL CHR	2,768.50
040714	08/19/2021	003022	CARDINAL COURIERS LTD.	39.55
	Invoice 2162090		07/31/2021 WST-SHIP TOROMONT CAT	39.55
040715	08/19/2021	003026	CARSON SUPPLY	1,407.82
	Invoice S1635174.002		07/29/2021 WTR-MAIN VALVE SEAT/LEVER ASS	1,407.82
040716	08/19/2021	003029	CEDAR SIGNS	4,141.39

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	Invoice INV/2021/3151		08/09/2021 RDS-POST U-CHANNL/PARKNG SIGN	4,027.00
	Invoice INV/2021/3152		08/09/2021 RDS-CUSTOM SIGN ALUM AHEAD T/	114.39
040717	08/19/2021	003057	CLEARTECH INDUSTRIES INC.	206.56
	Invoice 882254		08/06/2021 SWR-REPLACEMENT CAP RDO PRO	206.56
040718	08/19/2021	003076	STAPLES PROFESSIONAL	214.62
	Invoice 56743842		08/03/2021 FIN-RECEIPT BOOKS-LARGE	36.14
	Invoice 56729565		07/30/2021 FIN-MISC RECEIPT BOOKS-SMALL	18.06
	Invoice 56805391		08/12/2021 FIN/REC-ENVELOPES/PRINTER INK	160.42
040719	08/19/2021	004002	D.V. ELECTRIC	638.25
	Invoice 2630		08/04/2021 AREN-RMV/REPL PVC BOX ON POS1	110.49
	Invoice 2625		07/27/2021 WTR-INSTL 20AMP 240V OUTLET	527.76
040720	08/19/2021	004004	DA-LEE PAVEMENT PRODUCTS LP	23,573.55
	Invoice INV0084262		06/08/2021 RDS-LIQ CALCM CHLOR SPRAY-DUE	7,857.85
	Invoice INV0084249		06/04/2021 RDS-LIQ CALCM CHLOR SPRAY-DUE	7,857.85
	Invoice INV0084261		06/08/2021 RDS-LIQ CALCM CHLOR SPRAY-DUE	7,857.85
040721	08/19/2021	004039	DILLMAN SANITATION LTD	113.00
	Invoice 15376		07/27/2021 WST-HANDWSH STATION JUL-AUG2	113.00
040722	08/19/2021	005015	EHITEL NETWORKS INC	146.89
	Invoice ET-157559		08/15/2021 FIN-OFFICE INTERNET	146.89
040723	08/19/2021	005039	EXCEL BUSINESS SYSTEMS	595.03
	Invoice 423809		07/30/2021 FIN-JULY COPIES	223.34
	Invoice 423808		07/30/2021 LIB-JULY COPIES	118.57
	Invoice 258006		08/11/2021 LIB/FIRE/FIN-SEPT COPIER LEASE	253.12
040724	08/19/2021	008005	HACH SALES & SERVICE CANADA LTD	338.33
	Invoice 258022		08/06/2021 SEWER-FBR GLASS FILTER 47MM	338.33
040725	08/19/2021	008014	HARTMAN COMMUNICATIONS	511.83
	Invoice 42551		07/22/2021 FIRE-TRAILER RADIO SYSTEM INST	511.83
040726	08/19/2021	008021	HERALD NEWSPAPER CORP	316.40
	Invoice 20471		07/13/2021 CAP/PLN-CHAMBER PROJ RFP/BYLA	146.90
	Invoice 20470		07/13/2021 LIB-BOOK SALE/REOPENING JULY	169.50
040727	08/19/2021	008034	HOLSTEIN FEED MILL (2015) LTD	153.06
	Invoice 331058		07/30/2021 CAP/RDS-PREM LAWN MIXTURE 35k	153.06
040728	08/19/2021	009010	INFINITY NETWORK SOLUTIONS	4,007.77
	Invoice 35868		08/04/2021 EMERGEVENT- AUG PHONE SERVICE	118.54
	Invoice 35866		08/04/2021 ALL USERS-AUG MONITOR/MAINTNC	3,243.10
	Invoice 35867		08/04/2021 ALL USERS-MS365/EXCHANGE AUG:	646.13
040729	08/19/2021	009013	INNOVATIVE SURFACE SOLUTIONS CANADA	1,669.96
	Invoice INV56674		08/04/2021 RDS-PROPATCH	1,669.96
040730	08/19/2021	010011		197.50
	Invoice August 3, 2021		08/03/2021 REC-TOWN HALL CLEANING X5 AUG	197.50
040731	08/19/2021	010014	JAGUAR MFG.	1,835.99
	Invoice 60753		07/30/2021 FIRE-POWER STEERING BOX/INSTA	1,835.99

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040732	08/19/2021	012010	LIBRARY BOUND INC	732.21
	Invoice 30106009		07/29/2021 LIBRARY BOOKS	493.31
	Invoice 30106611		08/06/2021 LIBRARY BOOKS	238.90
040733	08/19/2021	012013	LIFESAVING SOCIETY	375.48
	Invoice M146204		07/26/2021 REC-POOL CDN LIFESAVNG MANUL	375.48
040734	08/19/2021	013035	MCDONALD HOME HARDWARE	539.35
	Invoice 102746		08/03/2021 REC-WHT LINE MARKG POWDER X4	94.87
	Invoice 102595		07/27/2021 REC-BUILDERS HARDWARE	0.19
	Invoice 102830		08/05/2021 ARENA-SINGLE SIDED KEY X2	7.44
	Invoice 102937		08/10/2021 REC/POOL-WASP/HRNT INSECTICID	20.88
	Invoice 103025		08/12/2021 REC/POOL-CLNR MSNRY MRTIC ACI	18.07
	Invoice 102908		08/09/2021 RDS-FLOOR SQUEEGEE	56.49
	Invoice 102768		08/04/2021 WTR-PWR STEERING FLUID X3	13.53
	Invoice 102775		08/04/2021 RDS-EARTHBLNDR CULTIVATOR/HO	50.83
	Invoice 102902		08/09/2021 RDS-HOSE CONNECTOR	8.46
	Invoice 102864		08/06/2021 RDS-SINGLE SIDED KEY HOPEVILLE	3.72
	Invoice 102946		08/10/2021 RDS-HAIR INT PINS 11CD	6.20
	Invoice 102954		08/10/2021 RDS-SNOW SHOVEL	25.98
	Invoice 102951		08/10/2021 WST-GLOVES X2 PACK/NUMBER KIT	25.84
	Invoice 102822		08/05/2021 RDS-WIRE CPR GRND/CABL CNNCTI	34.51
	Invoice 102860		08/06/2021 WST-DUCT TAPE/TOILET SEAT	53.08
	Invoice 102835		08/06/2021 SEWER-DISP GLOVES	33.89
	Invoice 102624		07/28/2021 RDS-PAINT BRUSH X3-CROSSWALK	37.26
	Invoice 102626		07/28/2021 RDS-CABLE UV TIES	18.74
	Invoice 102627		07/28/2021 RDS-LACQUER THINNER	29.37
040735	08/19/2021	013058	MINISTER OF FINANCE	1,399.44
	Invoice 1-867049446-3		08/02/2021 AG-TILE DEBENTURE 2018-01 RPMT	1,399.44
040736	08/19/2021	013074	MOON-MATZ LTD.	894.96
	Invoice 6344		07/31/2021 R-FLATO GLENELG PLAN RVW 4H	894.96
040737	08/19/2021	013087	MUNICIPAL FINANCE OFFICERS' ASSOCIATION OF ONTARIO	259.90
	Invoice 2021JP-SOUTHGATE-01		08/04/2021 FIN-ASSET&FIN ANALYST JOB AD	259.90
040738	08/19/2021	013097	MCDUGALL ENERGY INC.	17,642.93
	Invoice 5257138		07/28/2021 MUNICIPAL OFFICE CLEAR DIESEL	6,030.73
	Invoice 5257086		07/28/2021 HOLSTEIN DEPOT REGULAR GAS	1,397.54
	Invoice 5257072		07/28/2021 EGRMNT TRNSFR STN DYED DIESEL	522.33
	Invoice 5257093		07/28/2021 HOLSTEIN DEPOT DYED DIESEL	3,146.95
	Invoice 5257059		07/28/2021 EGRMNT TRNSFR STN DYED DIESEL	2,021.97
	Invoice 5257063		07/28/2021 EGRMNT TRNSFR STN CLEAR DIESEL	4,523.41
040739	08/19/2021	016036	POSTMEDIA NETWORK INC.	250.01
	Invoice 550401		07/31/2021 PLAN-RFP OFFICIAL PLAN	250.01
040740	08/19/2021	018002	R B ENTERPRISES	206.20
	Invoice 25228		05/28/2021 RDS-CONN 90 DEG STUD/COUPLING	206.20
040741	08/19/2021	018007	R.J. BURNSIDE & ASSOCIATES LIM	57,293.88
	Invoice 300053046.0000-3		07/30/2021 CAP/RDS-RFP S108/109 FNLZ TND	49,013.75
	Invoice 300053400.0000-2		07/30/2021 CAP/RDS-'21 BRIDGE INSPECT X62	7,345.00
	Invoice 300053400.1000-1		07/30/2021 CAP/RDS-STONE HILL CULVRT INSP	935.13
040742	08/19/2021	019013	SAUGEEN VALLEY CONSERVATION AU	880.00
	Invoice 15739		07/30/2021 RDS-MINR APPL FEE-REPL RD CULV	880.00

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040743	08/19/2021	019076	STUTZ BROWN & SELF PROFESSIONAL CORP	6,569.17
	Invoice 32176		06/03/2021 S-3743-21 MISCELANEOUS FEB-APR	3,065.49
	Invoice 32295		06/23/2021 PLN-S-3746-21 '21 REGISTRATION	367.49
	Invoice 32344		06/29/2021 BLDG-S-3481-18 ORDER TO COMPLY	776.88
	Invoice 32268		06/17/2021 BLDG-S-3709-20 ADJOURMENT	506.81
	Invoice 32603		08/05/2021 BLDG-S-3708-20 CORRESPONDENCE	1,852.50
040744	08/19/2021	020005	TECHNICAL STANDARDS & SAFETY AUTHORITY	466.69
	Invoice 9032139		08/12/2021 ARENA-OE PERIODIC INSPECTION	466.69
040745	08/19/2021	020022	THE MURRAY GROUP LIMITED	853.81
	Invoice 2326401		07/25/2021 RDS-HL-4 HOT MIX	853.81
040746	08/19/2021	020026		150.00
	Invoice August 2021		08/01/2021 LIB-AUGUST CLEANING	150.00
040747	08/19/2021	020046	TRY RECYCLING INC	909.76
	Invoice 0000195555		07/31/2021 WST-ROOFING DISP	909.76
040748	08/19/2021	020049	THE WELLINGTON ADVERTISER	155.26
	Invoice 269283		07/29/2021 PLAN-PASSING OF BY-LAW NOTICE	155.26
040749	08/19/2021	022004	VANALSTINE AUTOMOTIVE	978.19
	Invoice 13784		07/15/2021 BLDG-OIL CHANGE	72.43
	Invoice 13773		07/14/2021 BLDG-OIL CHNG/INSTL NEW BRAKE	671.50
	Invoice 13821		07/20/2021 REC-INSTALL NEW BEARING KIT	234.26
040750	08/19/2021	023008	WASTE MANAGEMENT	12,082.93
	Invoice 0003943-0677-3		08/02/2021 WASTE-RECYCLING	12,082.93
040751	08/19/2021	025002	YOUNG'S BUILDING MATERIALS INC.	93.58
	Invoice 735036		08/05/2021 RDS-PPR TWL/CLNR/ROLLERS/BRU	93.58
040752	08/19/2021	098002		172.67
	Invoice August 2, 2021		08/02/2021 CLSD WATER ACCNT#12960001 CRE	172.67
040753	08/19/2021	098002		400.00
	Invoice 07/29/2021		07/29/2021 #2021-13 ENTRNC PERMIT DEP RFN	400.00
040754	08/19/2021	098002		3,444.12
	Invoice 08/12/2021		08/12/2021 TAX CREDIT NOTE RFND #00202800	3,444.12
040755	08/19/2021	099002	ALOE PRODUCTIONS INC.	135.58
	Invoice 4738		07/09/2021 FIRE-JACK SCISSOR 5000LB 2PC	135.58
040756	08/19/2021	099002	BUILT WRIGHT FENCING	12,627.75
	Invoice 0645-2		07/28/2021 50% FINAL INSTLMNT+STUMP GRINI	12,627.75
040757	08/19/2021	099003	FINCH CHEVROLET CADILLAC BUICK GMC LTD.	71,879.95
	Invoice 125101		03/30/2021 CAP/RDS-'21 CHEVY SILVERADO350	71,879.95
040758	08/19/2021	099003	FREEMAN CONSTRUCTION AND ALUMINUM INC.	226.00
	Invoice June 28, 2021		06/28/2021 RDS-REMOVE DMGD EAVESTROUGI	226.00
040759	08/19/2021	099004	HENDERSON RECREATION EQUIPMENT LTD.	9,989.20
	Invoice 127630		07/19/2021 CAP/ED-ALUM BENCHES/BIKE RACK	9,989.20

Accounts Payable

CIBC - 1 - Standard Cheque Register By Date

08/01/2021 thru 08/31/2021

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
040760	08/19/2021	099005	LARRY BYE MOBILE REPAIR	1,312.28
	Invoice 25659		08/12/2021 FIRE-SFTY INSPECTION/FULL SRVC	1,312.28
040761	08/19/2021	099007	PADFIELD-NELSON INSURANCE BROKERS LIMITED	4,227.12
	Invoice 964		07/28/2021 EGOPT-BF BLDG INSURANCE 21/22	4,227.12
040762	08/19/2021	099007	RECEIVER GENERAL FOR CANADA	30.41
	Invoice July 29, 2021		07/29/2021 CPP/EI DEFICIENCY INTEREST	30.41
040763	08/19/2021	099007	SKELTON BRUMWELL & ASSOCIATES INC.	2,938.00
	Invoice 21-2709		06/30/2021 RDS-STHG PIT LIC624885 PRJ3352	734.50
	Invoice 21-2695		06/30/2021 RDS-STHG PIT LIC#4877 PRJ#3349	734.50
	Invoice 21-2696		06/30/2021 RDS-STHG PIT LIC#4885 PRJ#3350	734.50
	Invoice 21-2697		06/30/2021 RDS-STHG PIT LIC#4898 PRJ#3351	734.50
040764	08/19/2021	099008	TROJAN UV	28.42
	Invoice SLS/ 10311022		08/06/2021 WTR-HEATSHIELD AL S12-24	28.42
040765	08/19/2021	099008	UPS CANADA	7.84
	Invoice 5264593538		07/26/2021 RDS-LATE PAYMENT FEE	7.84
Cheque Register Total -				534,911.52

Accounts Payable

CIBC - 2 - Online Cheque Register By Date

08/01/2021 thru 08/31/2021

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
001239	08/03/2021	009004	IDEAL SUPPLY INC.	260.25
	Invoice 2732429		06/14/2021 REC-250W E39 CL SL/12	19.76
	Invoice 2567291		05/05/2021 RDS-SUPXXX PENETRANT X3	35.56
	Invoice 2565529		05/04/2021 RDS-GEMINI LONG LI X2	12.97
	Invoice 2565212		05/04/2021 RDS-MIRANDA FRM W/PDL/SENTEC	31.82
	Invoice 2613821		05/17/2021 RDS-BLUE MRKG SOLVENT/QUICKM	160.14
001240	08/03/2021	021006	US BANK NATIONAL ASSOCIATION	14,060.26
	Invoice 07/07/2021		07/07/2021 CORPORATE VISA	14,060.26
001241	08/03/2021	023024	WELLINGTON NORTH POWER	806.37
	Invoice July2021-77076500-00		07/19/2021 RDS-HOLST ST LIGHT ELECTRICITY	239.72
	Invoice July2021-77067500-00		07/19/2021 REC-HOLSTEIN PARK ELECTRICITY	49.01
	Invoice July2021-77037500-00		07/19/2021 RDS-HOLST SHED ELECTRICITY	462.30
	Invoice July2021-77070000-00		07/19/2021 REC-HOLSTEIN PARK ELECTRICITY	55.34
001242	08/19/2021	002013	BELL CANADA	4.49
	Invoice Aug12021-5199233248		08/01/2021 FIN-TOLL FREE PHONE	4.49
001243	08/19/2021	002018	BELL MOBILITY CELLULAR	901.18
	Invoice July 8, 2021		07/08/2021 CELLULAR PHONES	901.18
001244	08/19/2021	002053	BRUCE TELECOM	22.54
	Invoice 08/04/2021		08/04/2021 CLRK-WEBHOSTING/DOMAIN NAME	22.54
001245	08/19/2021	006031	FS PARTNERS	442.97
	Invoice 07/31/2021		07/31/2021 FIRE/REC-JULY FUEL	442.97
001246	08/19/2021	008026	HIGHLAND FUELS DUNDALK LTD.	1,532.63
	Invoice 7/31/2021		07/31/2021 RDS/WTR/REC-JULY FUEL	1,204.90
	Invoice 07/31/2021		07/31/2021 FIRE-JULY FUEL	327.73
001247	08/19/2021	009004	IDEAL SUPPLY INC.	991.84
	Invoice 2936687		08/09/2021 WTR-QKMRK FLUO NEON GRN PAIN	46.65
	Invoice 2935789		08/09/2021 WTR-5W30 FS ULTIMATE/OIL FILTR	87.13
	Invoice 2914914		08/03/2021 RDS-UNIT 101 BATTERY/CORE CHR	795.75
	Invoice 2928349		08/05/2021 JH&SC-EARPLUGS	62.31
001248	08/19/2021	021006	US BANK NATIONAL ASSOCIATION	4,323.79
	Invoice 08/09/2021		08/09/2021 CORPORATE VISA	4,323.79
001249	08/20/2021	005006	EASTLINK	309.42
	Invoice 16255235		06/03/2021 FMAC-INTERNET	73.40
	Invoice 16255246		06/03/2021 RDS/FIRE-INTERNET	73.40
	Invoice 16255237		06/03/2021 ARENA-INTERNET	73.40
	Invoice 16255234		06/03/2021 LIB-INTERNET	89.22

Cheque Register Total - 23,655.74

Accounts Payable

CIBC - 3 - PAP Cheque Register By Date

08/01/2021 thru 08/31/2021

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
000020	08/03/2021	005026	ENBRIDGE GAS INC.	787.26
	Invoice	July12-052156797414	07/12/2021 FIRE-NATURAL GAS	99.56
	Invoice	July12-910000706033	07/12/2021 REC/POOL-NATURAL GAS	321.91
	Invoice	July12-052156259413	07/12/2021 SEWER-NATURAL GAS	142.17
	Invoice	July12-052156524134	07/12/2021 TOWNHALL-NATURAL GAS	108.87
	Invoice	July12-052156187510	07/12/2021 RDS-DDLK DEPOT NATURAL GAS	114.75
000021	08/19/2021	005026	ENBRIDGE GAS INC.	781.22
	Invoice	Aug11-052156187510	08/11/2021 RDS-DDLK DEPOT NATURAL GAS	114.35
	Invoice	Aug11-052156259413	08/11/2021 SEWER-NATURAL GAS	146.10
	Invoice	Aug11-910000706033	08/11/2021 REC-POOL NATURAL GAS	336.29
	Invoice	Aug11-052156797414	08/11/2021 FIRE-NATURAL GAS	110.70
	Invoice	Aug11-052156524134	08/11/2021 REC-TOWN HALL NATURAL GAS	73.78
Cheque Register Total -				1,568.48

Accounts Payable

CIBC - 3 - PAP-Don't Use Cheque Register By Date

08/01/2021 thru 08/31/2021

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
000332	08/03/2021	019080	SUN LIFE ASSURANCE COMPANY OF CANADA	11,208.52
	Invoice July 23, 2021		07/23/2021 EMPLOYEE BENEFITS	11,208.52
000333	08/19/2021	002013	BELL CANADA	1,122.32
	Invoice August1-5199232110		08/01/2021 FIN-OFFICE TELEPHONE	322.29
	Invoice August1-5199233431		08/01/2021 ARENA-TELEPHONE	44.53
	Invoice August1-5199231105		08/01/2021 FIRE/EMERG-TELEPHONE	278.61
	Invoice August1-5193343581		08/01/2021 RDS-HOLSTEIN DPT TELEPHONE	89.22
	Invoice August1-5199235054		08/01/2021 RDS-DDLK DEPOT TELEPHONE	44.53
	Invoice August1-5199232512		08/01/2021 REC-POOL TELEPHONE	64.13
	Invoice August1-5199239198		08/01/2021 WATER-WELL 5 TELEPHONE	44.51
	Invoice August1-5199233483		08/01/2021 WATER-WELL 3 TELEPHONE	44.51
	Invoice August1-5199233248		08/01/2021 LIB/POL-TELEPHONE	100.97
	Invoice August1-5199239156		08/01/2021 SEWER-TELEPHONE	44.51
	Invoice August1-5199235150		08/01/2021 WATER-WELL 4 TELEPHONE	44.51
000334	08/19/2021	005006	EASTLINK	309.42
	Invoice 16889308		08/03/2021 REC-FMAC INTERNET	73.40
	Invoice 16889319		08/03/2021 RDS/FIRE-DDLK INTERNET	73.40
	Invoice 16889310		08/03/2021 ARENA-TELEPHONE	73.40
	Invoice 16889307		08/03/2021 LIB-INTERNET	89.22
000335	08/19/2021	008044	HYDRO ONE NETWORKS INC.	12,841.43
	Invoice August 5, 2021		08/05/2021 ELECTRICITY CHARGES	12,841.43
Cheque Register Total -				25,481.69

Accounts Payable

CIBC - 5 - Direct Deposit Cheque Register By Date

08/01/2021 thru 08/31/2021

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
000099	08/05/2021	003083	COUNTY OF GREY	133,194.75
	Invoice July 23, 2021		07/23/2021 JUNE 2021 DEVELOPMENT CHARGE	60,192.00
	Invoice IVC 00000000019698		07/29/2021 2018 SUPP ADJUSTMENT	0.25
	Invoice IVC00000000021233		01/01/2021 2020 SUPPLEMENTARY TAX ESTIMAT	73,002.50
000100	08/05/2021	005038	EVOQUA WATER TECHNOLOGIES LTD.	588.42
	Invoice 904993516		07/21/2021 WTR-PH 0-12 SENSOR	588.42
000101	08/05/2021	006014	FIRM GRIP PROPERTY MAINTENANCE	4,005.85
	Invoice 1454		07/07/2021 FIRE-MAY/JUNE GRASS/JUNE CLEAI	683.65
	Invoice 1352		05/31/2021 FIRE-MAY 2 CLEANS	158.20
	Invoice 1522		07/24/2021 CEM-MAY/JUNE LAWN CUTTING X7	3,164.00
000102	08/24/2021	006014	FIRM GRIP PROPERTY MAINTENANCE	5,372.02
	Invoice 1311		04/30/2021 LIB-MARCH/APRIL 4 CLEANS	203.40
	Invoice 1535		07/24/2021 RDS/REC/CEM-JUNE LAWN CUTTING	2,556.06
	Invoice 1534		07/24/2021 REC/RDS/CEM-MAY 4 LAWN CUTTING	2,612.56
000103	08/24/2021	011005		5,588.03
	Invoice 590		08/04/2021 CANINE-JULY & AUGUST CONTRACT	5,588.03
000104	08/24/2021	016025	PITNEY BOWES LEASING	471.21
	Invoice 3201772664		08/04/2021 POSTAGE METER CONTRACT JUN-E	471.21
000105	08/24/2021	016027	PITNEY BOWES POSTAGE BY PHONE	5,650.00
	Invoice July 25, 2021		07/25/2021 PREPAID POSTAGE ACCT#23167976	5,650.00
Cheque Register Total -				154,870.28

Building Department Report

Department Activity	Total 2019	Total 2020	Year: 2021												Total YTD
			January	February	March	April	May	June	July	August	September	October	November	December	
Building Permits:															
Agriculture	107	108	5	19	13	13	7	11	6	15					89
Ag.-Industrial	21	0	0	0	0	0	0	0	0	0					0
Commercial	10	15	0	0	0	2	0	0	0	0					2
Institutional	4	5	0	0	0	0	1	3	0	0					4
Industrial	6	11	0	0	2	3	4	1	2	3					15
Demolition	10	3	0	0	2	0	0	0	0	0					2
Residential related	95	86	6	4	6	7	4	4	10	7					48
Septic Systems	53	62	1	3	12	9	8	5	4	6					48
Single family dwelling	120	171	9	20	17	21	28	9	16	3					123
Tent	7	1	0	0	0	1	0	1	1	0					3
Total Permits	433	462	21	46	52	56	52	34	39	34	0	0	0	0	334
Residential Occupancy Permits Issued															
Rural (former Egremont & Proton)				2	8		1	3	2						16
Urban (Dundalk)			5	13	1	18	19	4	0	3					63
Permit Revenue in \$	\$ 511,004.00	\$ 526,332.50	\$ 75,566.00	\$ 55,291.00	\$ 71,332.00	\$ 78,179.00	\$ 68,417.00	\$ 52,012.00	\$ 39,458.00	\$ 28,778.00					\$ 469,033.00
DC Charges Residential	\$ 1,807,804.18	\$ 3,599,424.17	\$ 828,610.00	\$ 98,306.00	\$ 127,908.00	\$ 316,578.00	\$ 444,866.00	\$ 141,626.00	\$ 309,073.00	\$ 153,292.00					\$ 2,420,259.00
DC Charges Non-Residential	\$ 159,801.03	\$ 225,284.73			\$ 40,985.59	\$ 56,127.80	\$ 36,890.54	\$ 70,767.24	\$ 16,218.00	\$ 21,118.54					\$ 242,107.71
Agricultural Value	\$ 11,968,570.00	\$ 9,666,290.00	\$ 310,000.00	\$ 1,483,001.00	\$ 3,006,000.00	\$ 1,105,600.00	\$ 736,199.00	\$ 2,655,000.00	\$ 225,000.00	\$ 1,041,500.00					\$ 10,562,300.00
Commercial Value	\$ 3,736,000.00	\$ 1,741,400.00				\$ 785,000.00		\$ 300,000.00							\$ 1,085,000.00
Institutional Value							\$ 80,000.00	\$ 140,000.00							
Industrial Value	\$ 2,486,000.00	\$ 2,455,000.00			\$ 680,000.00	\$ 645,000.00	\$ 817,500.00	\$ 400,000.00	\$ 265,000.00	\$ 310,000.00					\$ 3,117,500.00
Residential Value	\$ 32,168,997.00	\$ 43,871,193.66	\$ 11,058,400.00	\$ 5,186,850.00	\$ 5,647,276.00	\$ 7,628,478.00	\$ 7,569,409.00	\$ 2,616,042.00	\$ 4,289,996.00	\$ 1,894,500.00					\$ 45,890,951.00
Total Assessment Value	\$ 50,482,067.00	\$ 58,153,883.66	\$ 11,368,400.00	\$ 6,669,851.00	\$ 9,333,276.00	\$ 10,164,078.00	\$ 9,203,108.00	\$ 6,111,042.00	\$ 4,779,996.00	\$ 3,246,000.00	\$ -	\$ -	\$ -	\$ -	\$ 60,875,751.00
Agricultural Taxation	\$ 38,675.36	\$ 31,235.75	\$ 1,002	\$ 4,792.18	\$ 9,713.62	\$ 3,572.65	\$ 2,378.96	\$ 8,579.39	\$ 727.07	\$ 3,365.51	\$ -	\$ -	\$ -	\$ -	\$ 34,131.12
Commercial Taxation	\$ 101,521.99	\$ 47,320.77	\$ -	\$ -	\$ -	\$ 21,331.57	\$ -	\$ 8,152.19	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,483.77
Industrial Taxation	\$ 82,102.14	\$ 81,078.34	\$ -	\$ -	\$ 22,457.54	\$ 21,301.64	\$ 26,998.59	\$ 13,210.32	\$ 8,751.84	\$ 10,238.00	\$ -	\$ -	\$ -	\$ -	\$ 102,957.93
Residential Taxation	\$ 415,804.23	\$ 567,062.38	\$ 142,936.68	\$ 67,043.25	\$ 72,994.54	\$ 98,602.81	\$ 97,839.30	\$ 33,813.96	\$ 55,450.86	\$ 24,487.59	\$ -	\$ -	\$ -	\$ -	\$ 593,168.99
Total New Taxation	\$ 638,103.72	\$ 726,697.23	\$ 143,938.41	\$ 71,835.44	\$ 105,165.71	\$ 144,808.67	\$ 127,216.86	\$ 63,755.87	\$ 64,929.76	\$ 38,091.10	\$ -	\$ -	\$ -	\$ -	\$ 759,741.82
Southgate Taxation Only															
Agricultural Taxation	\$ 19,341.55	\$ 15,621.00	\$ 501	\$ 2,396.57	\$ 4,857.78	\$ 1,786.68	\$ 1,189.72	\$ 4,290.55	\$ 363.61	\$ 1,683.09	\$ -	\$ -	\$ -	\$ -	\$ 17,068.97
Commercial Taxation	\$ 31,563.19	\$ 14,712.03	\$ -	\$ -	\$ -	\$ 6,631.99	\$ -	\$ 2,534.52	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,166.50
Industrial Taxation	\$ 29,863.83	\$ 29,491.44	\$ -	\$ -	\$ 8,168.71	\$ 7,748.26	\$ 9,820.47	\$ 4,805.12	\$ 3,183.39	\$ 3,723.97	\$ -	\$ -	\$ -	\$ -	\$ 37,449.92
Residential Taxation	\$ 207,943.70	\$ 283,587.90	\$ 71,482.63	\$ 33,528.33	\$ 36,504.57	\$ 49,311.26	\$ 48,929.44	\$ 16,910.36	\$ 27,730.97	\$ 12,246.24	\$ -	\$ -	\$ -	\$ -	\$ 296,643.81
Total New Southgate Taxation	\$ 288,712.26	\$ 343,412.35	\$ 71,984	\$ 35,924.90	\$ 49,531.06	\$ 65,478.19	\$ 59,939.62	\$ 28,540.56	\$ 31,277.97	\$ 17,653.31	\$ -	\$ -	\$ -	\$ -	\$ 360,329.21

By-Law Enforcement Report

YEAR: 2021

Department Activity	Dec. 2020	January	February	March	April	May	June	July	August	September	October	November	December	Total YTD
By-Law Enforcement Complaints - Unresolved														
Building	8	8	8	8	13	13	14	14	14					
Burning	0	0	0	0	0	1	1	1	1					
Noise	2	2	2	2	0	2	5	5	7					
Property Standards	22	23	23	25	36	38	56	57	57					
Fill Compliance	1	2	2	2	2	2	2	2	2					
Canine	0	1	1	1	1	1	2	2	3					
Tenant Concerns	0	0	0	0	0	0	0	0	0					
Vehicles	6	7	8	8	53	55	57	58	58					
Weed Control	0	0	0	0	0	0	0	0	0					
Zoning	2	2	2	2	3	3	5	8	8					
Line Fences	0	0	0	0	0	0	0	0	0					
By-Law Enforcement Complaints - New	Total 2020													
Building	7	0	0	0	5	0	1	0	0					6
Burning	0	0	0	0	0	1	0	0	0					1
Noise	4	0	0	0	0	2	3	0	2					7
Property Standards	16	1	0	2	11	2	18	1	0					35
Fill Compliance	0	1	0	0	0	0	0	0	0					1
Canine	0	1	0	0	0	0	1	0	1					3
Tenant Concerns	0	0	0	0	1	0	0	0	0					1
Vehicles	7	2	2	0	45	2	2	1	0					54
Weed Control	0	0	0	0	0	0	0	0	0					0
Zoning	2	0	0	0	1	0	2	3	0					6
Line Fences	0	0	0	0	0	0	0	0	0					0
By-Law Enforcement Complaints - Resolved	Total 2020													
Building	1	0	0	0	0	0	0	0	0					0
Burning	0	0	0	0	0	0	0	0	0					0
Noise	4	0	0	0	0	0	0	0	0					0
Property Standards	29	0	0	0	0	0	0	1	0					1
Fill Compliance	0	0	0	0	0	0	0	0	0					0
Canine	0	0	0	0	0	0	0	0	0					0
Tenant Concerns	3	0	0	0	1	0	0	0	0					1
Vehicles	5	1	1	0	0	0	0	0	0					2
Weed Control	2	0	0	0	0	0	0	0	0					0
Zoning	3	0	0	0	0	0	0	3	0					3
Line Fences	0	0	0	0	0	0	0	0	0					0
Letters/Orders	Total 2020													
Court Summons Issued	0	0	0	0	0	0	0	0	0					0
Court Appearances	0	0	0	0	1	0	0	0	0					1
Building Letters	2	0	0	0	0	0	0	0	0					0
Building Orders	2	0	0	1	0	0	0	0	3					4
Property Standards Letters	4	1	0	0	0	0	0	0	0					1
Property Standards Orders	3	0	0	1	0	0	0	1	0					2
Zoning Compliance	80	3	5	3	8	5	5	5	2					36
Zoning Violation Letters	1	0	0	0	0	0	1	1	0					2
Zoning Violation Orders	0	0	0	0	0	0	0	2	0	0	0	0	0	2

Canine Control Report YTD

Year: **2021**

Department Activity	2020	January	February	March	April	May	June	July	August	September	October	November	December	Total YTD
# of Dogs in Pound	22	2	0	1	2	0	1	1	2					9
Total Days of Inpoundment	71	1	0	6	17	0	6	6	12					48
Returned to Owner	16	2	0	0	0	0	0	0	0					2
Adopted	3	0	0	1	1	0	1	1	1					5
Euthanized	0	0	0	0	1	0	0	0	0					1
Sent to Shelter	4	0	0	0	1	0	0	0	0					1
Needing Veterinary Services	0	0	0	0	0	0	0	0	0					0
Cost of Veterinarian Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Letters to Owners	14	0	1	2	1	1	2	2	0					9
Verbal Warnings	49	2	6	2	2	4	5	5	3					29
Dog Tags Sold	14	2	3	0	0	1	0	0	0					6
Value of Tags sold in \$	\$ 280.00	\$ 40.00	\$ 60.00	\$ -	\$ -	\$ 20.00	\$ -	\$ -	\$ -					\$ 120.00
New Kennel Inspections	0	0	0	0	0	0	0	0	1					1
Kennel Reinspections	4	0	0	0	0	0	0	0	0					0
# of Fines	6	1	0	1	0	0	0	0	0					2
Value of Fines in \$	\$ 740.00	\$ 200.00	\$ -	\$ 50.00	\$ -	\$ -	\$ -	\$ -	\$ -					\$ 250.00
# of Calls in Dundalk	67	5	5	3	4	5	4	4	5					35
# of Calls in Egremont	44	3	3	2	2	3	2	2	2					19
# of Calls in Proton	26	2	3	5	1	1	3	3	4					22
# of Calls in Other	3	0	1	0	0	0	1	1	0					3
# of Patrols in Dundalk	73	5	6	6	5	5	7	7	6					47
# of Patrols in Holstein	71	6	6	5	5	6	7	7	6					48

Number of Dogs remaining in the Pound Kennel at the end of this month: 0

From: RRPB, Mail (MECP) <RRPB.Mail@ontario.ca>

Sent: September 17, 2021 12:15 PM

To: Info <info@southgate.ca>

Subject: Proposed administrative penalties regulation under the Resource Recovery and Circular Economy Act, 2016

Good afternoon,

Today, the ministry posted a proposed administrative penalties regulation under the Resource Recovery and Circular Economy Act, 2016 (RRCEA) to strengthen our enforcement tools to hold polluters accountable for non-compliance. The proposed administrative penalties regulation would help ensure that producers, manufacturers and importers of tires, batteries, electrical and electronic equipment, blue box materials and hazardous and special products comply with requirements for the collection and end-of-life management of the materials they supply in Ontario.

As part of this proposal, we are proposing to extend the use of administrative penalties to the Resource Productivity and Recovery Authority (Authority) to allow them to issue penalties to entities that don't comply with the law. This will ensure producers meet collection and management requirements.

To ensure transparency and accountability, all administrative penalties will be posted on the Authority's public website. In addition, the Authority is required to report annually to the Minister and the public on the use of revenue from administrative penalties.

The proposed regulation will complement the compliance and enforcement provisions in the RRCEA and will increase the tools available to the Authority to ensure compliance with the Act and its regulations:

- Tires Regulation – O. Reg. 225/18
- Batteries Regulation – O. Reg. 30/20
- Electrical and Electronic Equipment (EEE) Regulation – O. Reg. 522/20
- Blue Box Regulation – O. Reg. 391/21
- Hazardous and Special Products (HSP) Regulation – O. Reg. 449/21

The proposed administrative penalties regulation is posted on the Environmental Registry of Ontario (ERO) for a 45-day consultation period (September 17, 2021 – November 1, 2021). For details about the proposed regulation for administrative penalties under the RRCEA, visit the ERO website at <https://ero.ontario.ca/notice/019-0045>.

In addition, the ministry will be holding a webinar session on October 6, 2021 to consult on the proposed administrative penalties regulation. Please confirm your participation by emailing RRPB.Mail@ontario.ca. We will provide further meeting details for those who confirm their participation.

If you have any questions about the proposed regulation, please contact Dale Gable, Manager Technology Projects, Resource Recovery Policy Branch at dale.gable@ontario.ca or 416-417-4741.

Sincerely,

Charles O'Hara
Director, Resource Recovery Policy Branch
Environmental Policy Division
Ministry of the Environment, Conservation and Parks

September 17, 2021

MEMORANDUM TO: Municipal Chief Administrative Officers and Clerks

SUBJECT: Ontario Proof of Vaccination Guidance for Businesses and Organizations

As the province continues to respond to the fourth wave of the pandemic driven by the highly transmissible Delta variant, the government is further protecting Ontarians through continued actions that encourage every eligible person to get vaccinated and help stop the spread of COVID-19.

On September 14, 2021 the government released [the regulations](#) under the *Reopening Ontario (A Flexible Response to COVID-19) Act* (ROA) and [guidance for businesses and organizations](#) to support them in implementing proof of vaccination requirements, which take effect on September 22, 2021. Requiring proof of vaccination will help increase vaccination rates, protect individuals in higher-risk indoor settings, and keep businesses open.

This requirement focuses on higher-risk indoor (unless otherwise stated) public settings:

- Indoor areas of restaurants, bars, and other food and drink establishments without dance facilities
- Indoor and outdoor areas of food or drink establishments with dance facilities, including nightclubs and restaurants, clubs and other similar establishments
- Indoor areas of meeting and event spaces
- Indoor areas of facilities used for sports and recreational fitness activities, including waterparks, and personal physical fitness training with limited exemptions
 - Includes gyms, fitness/sporting/recreational facilities, pools, leagues, sporting events, waterparks, and indoor areas of facilities where spectators watch events
- Indoor areas of casinos, bingo halls, and other gaming establishments
- Indoor areas of concert venues, theatres, and cinemas
- Indoor areas of bathhouses, sex clubs and strip clubs
- Indoor areas of horse racing tracks, car racing tracks and other similar venues
- Indoor areas where commercial film and TV productions take place with studio audiences

In addition to the guidance, there is a [questions and answers document](#) to help clarify the requirements for businesses and organizations.

Businesses can contact Stop the Spread information line at 1-888-444-3659 if they have any questions about the guidance.

Compliance and Enforcement

Businesses and organizations are responsible for ensuring they meet the requirements regarding proof of vaccination outlined in the ROA, [O. Reg. 364/20](#) (Step 3).

Patrons are required to ensure that any information provided to the business or organization to demonstrate proof of vaccination or proof of identification is complete and accurate.

Failure of a business or organization or a patron to comply with the requirements in [O. Reg. 364/20](#) is an offence under the [Reopening Ontario \(A Flexible Response to COVID-19\) Act, 2020](#).

As a reminder, for offences under the ROA, police and other provincial offences officers, including First Nation Constables, special constables, and municipal by-law officers, have discretion to either issue tickets to individuals for set fine amounts or issue a summons under Part I of the Provincial Offences Act (POA) or to proceed under Part III of the POA by laying an information.

The 1-800 Enforcement Support Line (1-866-389-7638) and dedicated enforcement email address (EssentialWorkplacesSupport.SolGen@ontario.ca) are intended to provide guidance to policing personnel and other enforcement personnel in relation to the enforcement of provincial orders.

I strongly encourage our municipal partners to work closely with provincial enforcement officers and public health officers to coordinate compliance activities in your communities. To identify opportunities for and to plan coordinated compliance activities in your community, please email Stephen Wilson at: Stephen.J.Wilson@ontario.ca.

Thank you for your support and for joining our shared commitment to work together to protect the health and well-being of Ontarians.

Sincerely,



Kate Manson-Smith
Deputy Minister

September 20, 2021

Expanded Eligibility for Third Doses of the COVID-19 Vaccine

On September 14, based on the recommendation of the Chief Medical Officer of Health and in alignment with NACI's recommendation, the province will begin offering third doses of the COVID-19 vaccine to additional vulnerable populations:

- Those undergoing active treatment for solid tumors;
- Those who are in receipt of chimeric antigen receptor (CAR)-T-cell;
- Those with moderate or severe primary immunodeficiency (e.g., DiGeorge syndrome, Wiskott-Aldrich syndrome);
- Stage 3 or advanced untreated HIV infection and those with acquired immunodeficiency syndrome; and
- Those undergoing active treatment with the following categories of immunosuppressive therapies: anti-B cell therapies (monoclonal antibodies targeting CD19, CD20 and CD22), high-dose systemic corticosteroids, alkylating agents, antimetabolites, or tumor-necrosis factor (TNF) inhibitors and other biologic agents that are significantly immunosuppressive.

In addition to those already eligible:

- Transplant recipients (including solid organ transplant and hematopoietic stem cell transplants)
- Patients with hematological cancers (examples include lymphoma, myeloma, leukemia) on active treatment (chemotherapy, targeted therapies, immunotherapy) for malignant hematologic disorders
- Recipients of an anti-CD20 agent (e.g. rituximab, ocrelizumab, ofatumumab)

A third dose will help to provide individuals in these groups with an improved immune response. Individuals in these groups are eligible to receive their third dose at a minimum of eight weeks following their second dose and will be contacted by their health care provider such as their primary care provider, specialist, or their hospital specialty program. Individuals unable to receive the vaccine from their providers can ask for a form from them indicating the patient's eligibility. The form can be taken to participating physicians who will administer the vaccine. Participating local pharmacies are now able to administer 3rd doses. To book an appointment please contact the pharmacy directly.

A healthier future for all.

101 17th Street East, Owen Sound, Ontario N4K 0A5 www.publichealthgreybruce.on.ca

519-376-9420

1-800-263-3456

Fax 519-376-0605

Immunocompromised clients who are unable to access a third-dose vaccine from their healthcare provider may attend a [local pharmacy that offers COVID-19 vaccine](#) or any of the vaccine clinics hosted by the Grey Bruce Health Unit. No appointment is necessary. For a list of locations and times of clinics visit the Grey Bruce Health Unit [Vaccine Clinic Schedule](#). **Clients must be eligible in the categories described above and must provide the written provincial documentation signed by their physician, including the physician's CPSO number. No other document or attestation will be accepted.**

For More Information:

Dr. Ian Arra, MD MSc FRCPC ACPM ABPM
Medical Officer of Health and Chief Executive Officer

Media inquiries should be directed to:
AdminMedicalOfficer@publichealthgreybruce.on.ca
519-376-9420 or 1-800-263-3456 ext. 3940



ANISHINABEK NATION

MEMORANDUM

To: Municipalities, Public Health Units, Chambers of Commerce

From: Grand Council Chief Reg Niganobe
Travis Boissoneau, Regional Deputy Grand Council Chief
Mel Hardy, Regional Deputy Grand Council Chief
James Marsden, Regional Deputy Grand Council Chief
Joe Miskokomon, Regional Deputy Grand Council Chief
Tim Ominika, Wiikwemkoong Unceded Territory Representative

CC: Anishinabek Nation's First Nation Chiefs, Band Administrators/Directors of Operations, and Health Directors
Province of Ontario
Minister Greg Rickford, Indigenous Affairs of Ontario
Deputy Minister Shawn Batise, Indigenous Affairs of Ontario

Date: September 22, 2021

Re: Proof of Identification for Vaccination Passports & COVaxON

Effective today, September 22, 2021, proof of vaccination status is required to access certain businesses and settings in the province of Ontario. This memo is intended to advise and inform organizations and businesses that the Province of Ontario has assured Anishinabek Nation that ***First Nation Status Cards (secure, unsecure, or expired) will be accepted widely and without interference or refusal***, provided the name on the card corresponds with the name on the proof of vaccination.

We, in turn, have assured the Anishinabek Nation communities of the following:

- Indian Status Cards (secure, unsecure, or expired) will be accepted as a valid form of Identification.
- The only information required is a proof of photo identification, and documentation receipt (2 doses plus 14 days from the date of the second dose). This proof can be obtained either from the provincial COVaxON system or from the First Nation organization that administered the vaccinations.
- Paper or downloaded proof of vaccination on a mobile device are both acceptable.
- No community member will be denied medical attention or service at any institution regardless of their vaccination status.

We trust that this information will be shared widely to avoid any confusion or disruption to your processes.



Planning and Development

595 9th Avenue East, Owen Sound Ontario N4K 3E3
519-372-0219 / 1-800-567-GREY / Fax: 519-376-7970

September 27, 2021

Dear Neighbouring Landowners,

Grey County would like to inform you of a harvest operation which will take place in 2022. The property being logged is Grey County Forest – Dromore in the Township of Southgate.

During the harvest operation the property will be closed to the public. Signs will be posted and where necessary, barriers will be put in place. Please respect all signage and remain off the property.

At this time, the County does not know the exact dates that the harvest operation will occur within 2022. The nature of harvesting (weather, site conditions, etc.) does not allow a contractor to know when they will commence the harvest until much closer to the start date. As a result, the County often only has a few days notification and cannot notify neighbouring landowners via regular mail. To remedy this, staff have created an email notification list for this forest property. If you wish to be included on this list, please contact forests@grey.ca with your:

- name,
- email address, and
- the name of the forest property

We will send out an email to anyone that has registered with the County for this purpose.

The limit of the forest operations has been marked and all trees that are to be removed will be marked with orange paint at DBH (diameter at breast height) and butt marked. A forest prescription has been prepared and the trees are marked to good forestry according to Grey County's Forest Management Plan. A map has been enclosed on page 3 showing the location of the harvest to occur.

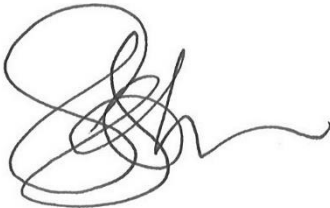
The County's goal is to actively manage County forests using good forest management techniques while providing multiple recreational opportunities. The County has a Forest Management Plan for all of its properties which outlines the effective management practices within County forest properties. A copy of the County's Forest Management Plan can be found at the below link. Additional information on the County's Forests, including videos outlining the harvests and good forestry practices, can also be found at this link.

<https://grey.ca/forests-trails>

In 2011 Grey County obtained Forest Stewardship Council (FSC) Certification for all of the County's forests as part of the Eastern Ontario Model Forest's group certificate. FSC certification ensures that Grey County's forests are being managed using the essential elements or rules of environmentally appropriate, socially beneficial and economically viable forest management.

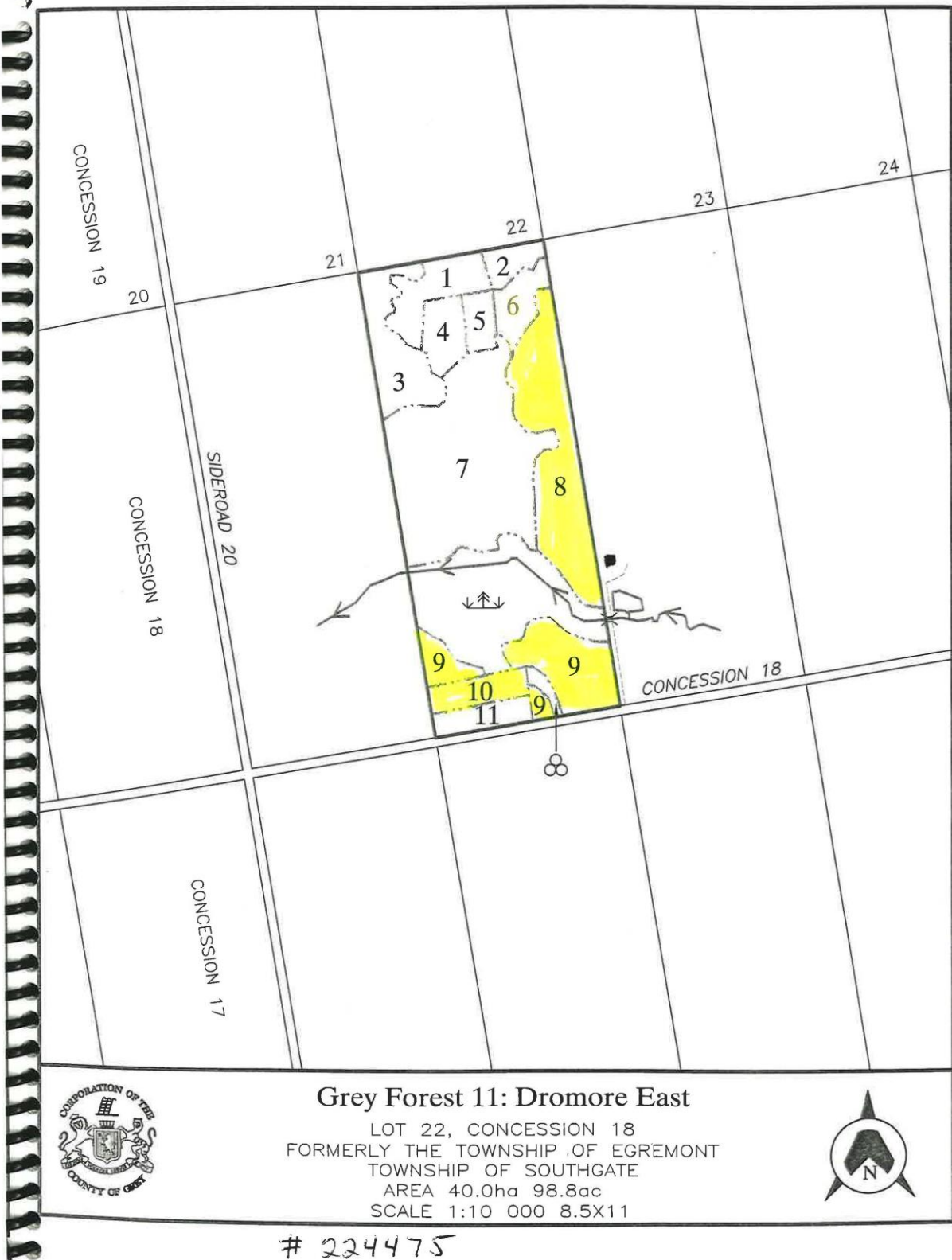
Any questions or concerns regarding this logging operation can be directed to Lee Thurston at 519 376-3076 ext. 237 or via email at l.thurston@greysauble.on.ca

Yours truly,

A handwritten signature in black ink, appearing to read 'Sarah Johnson', with a stylized, flowing script.

Sarah Johnson
Intermediate Planner/ Forest-Trails Coordinator
519-372-0219 ext. 1241
sarah.johnson@grey.ca
www.grey.ca

cc. Clerk, Township of Southgate (email only)
Lee Thurston, Forest Manager (email only)





Grand River Conservation Authority

Summary of the General Membership Meeting – September 24, 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:

- Exception request to MECP for term limits and rotation of Chair and Vice-Chair positions
- GM-09-21-65 - Financial Summary
- GM-09-21-67 - Foundation Member Appointment
- GM-09-21-C10 - Land Disposition - Guelph/Eramosa Township (closed agenda)

Information Items

The Board received the following reports as information:

- Minutes of the Ad-Hoc Conservation Authorities Act Committee - September 9, 2021
- GM-09-21-64 - Budget 2022 Draft #1
- GM-09-21-68 - Budget 2022 Draft #1 - General Municipal Levy Apportionment
- GM-09-21-63 - Cash and Investment Status
- GM-09-21-66 - Current Watershed Conditions
- GM-09-21-C11 - Update on Lands Declared Surplus - City of Guelph (closed agenda)

Correspondence

The Board received the following correspondence:

- Niagara Peninsula Conservation Authority - Pollinator Species Resolution

Delegations

The Board heard from the following delegations:

- John Kemp – Giant Hogweed

Source Protection Authority

The General Membership of the GRCA also acts as the Source Protection Authority Board

Correspondence

The SPA Board received the following correspondence:

- Lake Erie Region Source Protection Committee - Submission of Revised Grand River Assessment Report and Source Protection Plan

Action Items

The SPA Board approved the resolutions in the following reports as presented in the agenda:

- SPA-09-24-01 Submission of the Revised Updated Grand River Source Protection Plan

For full information, please refer to the September 24, 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 October 22, 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'.

**Ministry of
Municipal Affairs
and Housing**

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

**Ministère des
Affaires municipales
et du Logement**

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



234-2021-4356

September 29, 2021

**SUBJECT: Expiry of Temporary Regulations (130/20 and 131/20) Limiting
Municipal Authority to Regulate Construction Noise**

Dear Head of Council:

As you may know, as part of the Province's measures to respond to COVID-19, in April 2020, our government introduced temporary limits on municipal authority to regulate noise from construction to help support expedited construction of healthcare and other projects. I am writing to update you that **these changes are scheduled to expire on October 7, 2021.**

The temporary measures have supported construction of critical healthcare-related infrastructure, while helping to protect the health and safety of construction workers throughout the pandemic.

From October 7 onwards, municipalities will again have the authority to regulate construction noise in their communities at all times of day and night. Should there be priority projects that a municipality wishes to help expedite, as before, municipalities can explore addressing those projects through their local noise bylaws. If your municipality has any questions on these changes, I would encourage you to contact your local [Municipal Services Office](#).

Thank you for your continued support and collaboration throughout the COVID-19 emergency. I look forward to continuing to work together to support Ontario's communities.

Sincerely,

A handwritten signature in blue ink that reads 'Steve Clark'.

Steve Clark
Minister of Municipal Affairs and Housing

.../2

- c: The Honourable Monte McNaughton, Minister of Labour, Training and Skills
Development
Municipal Chief Administrative Officers and Clerks
Kate Manson-Smith, Deputy Minister of Municipal Affairs and Housing
Brian Rosborough, Executive Director, Association of Municipalities of Ontario

Ontario
Provincial
Police

Police
provinciale
de l'Ontario



Municipal Policing Bureau
Bureau des services policiers des municipalités

777 Memorial Ave.
Orillia ON L3V 7V3

777, avenue Memorial
Orillia ON L3V 7V3

Tel: 705 329-6140
Fax: 705 330-4191

Tél. : 705 329-6140
Télec.: 705 330-4191

File Reference:

612-20

September 30, 2021

Dear Mayor/Reeve/CAO/Treasurer,

Please find attached the OPP municipal policing 2022 Annual Billing Statement package.

This year's billing package includes a statement for the 2020 year-end reconciliation. The final cost adjustment calculated as a result of the 2020 annual reconciliation has been included as an adjustment to the amount being billed to the municipality during the 2022 calendar year.

Please note the COVID pandemic restrictions significantly reduced the requirements for court security and prisoner transportation (CSPT) during 2020. The majority of OPP-policed municipalities have 2020 reconciled CSPT costs which are less than the Ministry of the Solicitor General's 2020 CSPT grant program allocation. The OPP will be advising each municipality of the credit to be issued for the remainder of the 2021 CSPT grant, (net of any 2020 grant over-allocation), in a separate email to be sent by October 1, 2021. The Ministry of Solicitor General has not provided the OPP with information regarding the 2022 CSPT grant program to date. When this information becomes available we will advise municipalities via email.

The final reconciliation of the 2022 annual costs will be included in the 2024 Annual Billing Statement.

For more detailed information on the 2022 Annual Billing Statement package please refer to the resource material available on opp.ca/billingmodel. Further, the Municipal Policing Bureau will be hosting a webinar information session in November. An email invitation will be forwarded to the municipality advising of the session date.

If you have questions about the Annual Billing Statement please email OPP.MPB.Financial.Services.Unit@OPP.ca.

Yours truly,

Phil Whitton
Superintendent
Commander, Municipal Policing Bureau

OPP 2022 Annual Billing Statement

Southgate Tp

Estimated costs for the period January 1 to December 31, 2022

Please refer to www.opp.ca for 2022 Municipal Policing Billing General Information summary for further details.

			Cost per Property \$	Total Cost \$
Base Service	Property Counts			
	Household	3,309		
	Commercial and Industrial	213		
	Total Properties	<u>3,522</u>	172.07	606,036
Calls for Service	(see summaries)			
	Total all municipalities	176,906,037		
	Municipal portion	0.2969%	149.14	525,256
Overtime	(see notes)		10.32	36,362
Prisoner Transportation	(per property cost)		1.71	6,023
Accommodation/Cleaning Services	(per property cost)		4.83	17,011
Total 2022 Estimated Cost			<u>338.07</u>	<u>1,190,688</u>
2020 Year-End Adjustment	(see summary)			14,906
Grand Total Billing for 2022				<u>1,205,595</u>
2022 Monthly Billing Amount				100,466

OPP 2022 Annual Billing Statement

Southgate Tp

Estimated costs for the period January 1 to December 31, 2022

Notes to Annual Billing Statement

- 1) **Municipal Base Services and Calls for Service Costs** - The costs allocated to municipalities are determined based on the costs assigned to detachment staff performing municipal policing activities across the province. A statistical analysis of activity in detachments is used to determine the municipal policing workload allocation of all detachment-based staff as well as the allocation of the municipal workload between base services and calls for service activity. For 2022 billing purposes the allocation of the municipal workload in detachments has been calculated to be 51.3 % Base Services and 48.7 % Calls for Service. The total 2022 Base Services and Calls for Service cost calculation is detailed on the Base Services and Calls for Service Cost Summary included in the municipal billing package.
- 2) **Base Services** - The cost to each municipality is determined by the number of properties in the municipality and the standard province-wide average cost per property of \$172.07 estimated for 2022. The number of municipal properties is determined based on MPAC data. The calculation of the standard province-wide base cost per property is detailed on Base Services and Calls for Service Cost Summary included in the municipal billing package.
- 3) **Calls for Service** - The municipality's Calls for Service cost is a proportionate share of the total cost of municipal calls for service costs calculated for the province. A municipality's proportionate share of the costs is based on weighted time standards applied to the historical calls for service. The municipality's total weighted time is calculated as a percentage of the total of all municipalities.
- 4) **Overtime** - Municipalities are billed for overtime resulting from occurrences in their geographic area and a portion of overtime that is not linked specifically to a municipality, such as training. Municipalities are not charged for overtime identified as a provincial responsibility. The overtime activity for the calendar years 2017, 2018, 2019 and 2020 has been analyzed and averaged to estimate the 2022 costs. The costs incorporate the 2022 salary rates and a discount to reflect overtime paid as time in lieu. The overtime costs incurred in servicing detachments for shift shortages have been allocated on a per property basis based on straight time. Please be advised that these costs will be reconciled to actual 2022 hours and salary rates and included in the 2024 Annual Billing Statement.
- 5) **Court Security and Prisoner Transportation (CSPT)** - Municipalities with court security responsibilities in local courthouses are billed court security costs based on the cost of the staff required to provide designated court security activities. Prisoner transportation costs are charged to all municipalities based on the standard province-wide per property cost. The 2022 costs have been estimated based on the average of 2019 and 2020 activity levels. These costs will be reconciled to the actual cost of service required in 2022.

There was no information available about the status of 2022 Court Security Prisoner Transportation Grant Program at the time of the Annual Billing Statement preparation.
- 6) **Year-end Adjustment** - The 2020 adjustment accounts for the difference between the amount billed based on the estimated cost in the Annual Billing Statement and the reconciled cost in the Year-end Summary. The most significant year-end adjustments are resulting from the cost of actual versus estimated municipal requirements for overtime, contract enhancements and court security.

OPP 2022 Estimated Base Services and Calls for Service Cost Summary
Estimated Costs for the period January 1, 2022 to December 31, 2022

Salaries and Benefits	Positions	Base	Total Base Services and Calls for Service		Base Services	Calls for Service
			FTE	%	\$	\$
Uniform Members	Note 1					
Inspector	25.67	100.0	165,275		4,242,606	-
Staff Sergeant-Detachment Commander	10.22	100.0	149,786		1,530,809	-
Staff Sergeant	34.26	100.0	139,615		4,783,200	-
Sergeant	219.83	51.3	125,157		27,513,174	13,388,001
Constable	1,662.49	51.3	106,938		177,782,764	86,507,207
Part-Time Constable	9.01	51.3	85,283		768,400	373,540
Total Uniform Salaries	1,961.48				216,620,953	116,352,206
Statutory Holiday Payout			4,030		7,868,939	4,177,554
Shift Premiums			1,076		2,034,976	1,044,780
Uniform Benefits - Inspector			28.75%		1,219,749	1,219,749
Uniform Benefits - Full-Time Salaries			31.51%		66,678,295	35,201,315
Uniform Benefits - Part-Time Salaries			15.15%		116,413	59,821
Total Uniform Salaries & Benefits					294,539,325	158,055,424
Detachment Civilian Members	Note 1					
Detachment Administrative Clerk	173.94	51.3	66,976		11,649,837	5,980,973.12
Detachment Operations Clerk	1.81	51.3	63,711		115,316	59,251
Detachment Clerk - Typist	0.32	51.3	57,766		18,485	9,243
Court Officer - Administration	19.81	51.3	67,788		1,342,878	689,403
Crimestoppers Co-ordinator	0.80	51.3	63,385		50,708	25,988
Total Detachment Civilian Salaries	196.68				13,177,224	6,764,857
Civilian Benefits - Full-Time Salaries			32.17%		4,239,113	2,176,254
Total Detachment Civilian Salaries & Benefits					17,416,337	8,941,111
Support Costs - Salaries and Benefits	Note 2					
Communication Operators			6,832		13,400,831	7,113,342
Prisoner Guards			2,016		3,954,344	2,099,019
Operational Support			5,154		10,109,468	5,366,242
RHQ Municipal Support			2,720		5,335,226	2,832,010
Telephone Support			119		233,416	123,900
Office Automation Support			673		1,320,076	700,714
Mobile and Portable Radio Support			312		614,793	326,293
Total Support Staff Salaries and Benefits Costs					34,968,154	18,561,519
Total Salaries & Benefits					346,923,815	185,558,055
Other Direct Operating Expenses	Note 2					
Communication Centre			178		349,143	185,330
Operational Support			802		1,573,107	835,026
RHQ Municipal Support			118		231,455	122,859
Telephone			1,615		3,167,790	1,681,506
Mobile Radio Equipment Repairs & Maintenance			39		76,849	40,787
Office Automation - Uniform			2,545		4,991,967	2,649,803
Office Automation - Civilian			1,778		349,697	179,525
Vehicle Usage			8,750		17,162,950	9,110,325
Detachment Supplies & Equipment			456		894,435	474,778
Uniform & Equipment			2,178		4,291,727	2,277,774
Uniform & Equipment - Court Officer			920		18,225	9,356
Total Other Direct Operating Expenses					33,107,345	17,567,069
Total 2022 Municipal Base Services and Calls for Service Cost					\$ 380,031,161	\$ 203,125,124
Total OPP-Policed Municipal Properties						1,180,469
Base Services Cost per Property						\$ 172.07

OPP 2022 Estimated Base Services and Calls for Service Cost Summary
Estimated Costs for the period January 1, 2022 to December 31, 2022

Notes:

Total Base Services and Calls for Service Costs are based on the cost of salary, benefit, support and other direct operating expenses for staff providing policing services to municipalities. Staff is measured in full-time equivalent (FTE) units and the costs per FTE are described in the notes below.

- 1) Full-time equivalents (FTEs) are based on average municipal detachment staffing levels for the years 2017 through 2020. Contract enhancements, court security, prisoner transportation and cleaning staff are excluded.

The equivalent of 91.56 FTEs with a cost of \$16,000,469 has been excluded from municipal costs to reflect the average municipal detachment FTEs required for provincially-mandated responsibilities eligible for Provincial Service Usage credit.

Salary rates are based on weighted average rates for municipal detachment staff by rank, level and classification. The 2022 salaries incorporate the 2022 general salary rate increases set in the 2019 to 2022 OPPA Uniform and Civilian Collective Agreements, (uniform staff - 1.85%, civilian staff - 1.0%). The benefit rates are based on the most recent rates set by the Treasury Board Secretariat, (2021-22). Statutory Holiday Payouts, Shift Premiums, and Benefit costs are subject to reconciliation.

FTEs have been apportioned between Base Services and Calls for Service costs based on the current ratio, 51.3% Base Services : 48.7% Calls for Service.

- 2) Support Staff Costs and Other Direct Operating Expenses for uniform FTEs are calculated on a per FTE basis as per rates set in the 2021 Municipal Policing Cost-Recovery Formula.

OPP 2022 Calls for Service Billing Summary
Southgate Tp
Estimated costs for the period January 1 to December 31, 2022

Calls for Service Billing Workgroups	Calls for Service Count					2022 Average Time Standard	Total Weighted Time	% of Total Provincial Weighted Time	2022 Estimated Calls for Service Cost
	2017	2018	2019	2020	Four Year Average				
					A	B	C = A * B		
					Note 1			Note 2	Note 3
Drug Possession	10	9	4	4	7	7.0	47	0.0027%	4,804
Drugs	1	3	3	5	3	55.1	165	0.0095%	16,806
Operational	484	485	507	600	519	3.7	1,920	0.1104%	195,232
Operational 2	125	128	231	122	152	1.3	197	0.0113%	20,023
Other Criminal Code Violation	30	24	31	41	32	7.7	243	0.0139%	24,659
Property Crime Violations	133	172	135	176	154	6.5	1,001	0.0575%	101,769
Statutes & Acts	72	65	80	110	82	3.4	278	0.0160%	28,258
Traffic	86	111	68	42	77	3.5	269	0.0154%	27,310
Violent Criminal Code	76	56	71	57	65	16.1	1,047	0.0601%	106,395
Total	1,017	1,053	1,130	1,157	1,089		5,166	0.2969%	\$525,256
Provincial Totals	Note 4	377,853	398,860	439,328	360,967		1,740,049	100.0%	\$176,906,037

Notes to Calls for Service Billing Summary

- 1) Displayed without decimal places, exact numbers used in calculations
- 2) Displayed to four decimal places, nine decimal places used in calculations
- 3) Total costs rounded to zero decimals
- 4) Provincial Totals exclude data for both amalgamations (post 2018) and dissolutions

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OPP 2022 Calls for Service Details
Southgate Tp
For the calendar years 2017 to 2020

Calls for Service Billing Workgroups	Calls for Service Count				Four Year Average
	2017	2018	2019	2020	
Grand Total	1,017	1,053	1,130	1,157	1,089.25
Drug Possession	10	9	4	4	6.75
Drug Related Occurrence	4	7	4	3	4.50
Possession - Cannabis	4	2	0	0	1.50
Possession - Cocaine	1	0	0	0	0.25
Possession - Methamphetamine (Crystal Meth)	1	0	0	0	0.25
Possession - Other Controlled Drugs and Substances Act	0	0	0	1	0.25
Drugs	1	3	3	5	3.00
Cultivate/Propagate/Harvest cannabis by adult	0	0	1	0	0.25
Drug Operation - Residential Grow Outdoor	0	0	0	1	0.25
Drug Operation - Rural Grow	0	0	0	1	0.25
Production - Cannabis (Marihuana) (Cultivation)	0	1	0	0	0.25
Production - Other Controlled Drugs & Substances	0	1	0	0	0.25
Trafficking - Cocaine	0	1	0	2	0.75
Trafficking - Methamphetamine (Crystal Meth)	0	0	1	1	0.50
Trafficking - Other Controlled Drugs and Substances Act	1	0	1	0	0.50
Operational	484	485	507	600	519.00
Accident - non-MVC - Commercial	1	0	1	0	0.50
Accident - non-MVC - Master Code	0	0	0	7	1.75
Accident - Non-MVC - Others	1	1	0	0	0.50
Alarm - Others	2	1	1	0	1.00
Animal - Bear Complaint	0	1	0	0	0.25
Animal - Bite	2	3	3	1	2.25
Animal - Dog Owners Liability Act	1	1	4	2	2.00
Animal - Injured	6	3	6	1	4.00
Animal - Left in Vehicle	0	1	0	1	0.50
Animal - Master Code	1	1	0	0	0.50
Animal - Other	18	17	14	6	13.75
Animal - Rabid	3	0	1	0	1.00
Animal - Stray	8	4	8	14	8.50
Assist Fire Department	3	5	4	2	3.50
Assist Public	130	50	29	78	71.75
Bomb Threat	0	0	1	0	0.25
By-Law - Master Code	0	1	0	2	0.75
Compassionate Message	2	3	0	0	1.25
Distressed / Overdue Motorist	5	0	0	2	1.75
Dogs By-Law	0	0	0	1	0.25
Domestic Disturbance	59	68	102	101	82.50
Family Dispute	35	42	53	63	48.25
Fire - Building	5	13	7	2	6.75
Fire - Other	1	2	2	3	2.00
Fire - Vehicle	0	4	3	5	3.00
Firearms (Discharge) By-Law	0	2	4	0	1.50
Found - Bicycles	0	2	2	0	1.00
Found - Gun	0	0	1	0	0.25

OPP 2022 Calls for Service Details
Southgate Tp
For the calendar years 2017 to 2020

Calls for Service Billing Workgroups	Calls for Service Count				Four Year Average
	2017	2018	2019	2020	
Found - Household Property	1	0	2	2	1.25
Found - License Plate	2	0	1	0	0.75
Found - Others	6	4	1	0	2.75
Found - Personal Accessories	6	2	6	0	3.50
Found Human Remains - Suspected Homicide	0	0	1	0	0.25
Found Property - Master Code	1	1	0	7	2.25
Insecure Condition - Building	0	3	2	0	1.25
Insecure Condition - Master Code	0	0	1	3	1.00
Insecure Condition - Others	0	0	2	0	0.50
Lost - Computer, parts & accessories	0	0	1	0	0.25
Lost - Household Property	0	0	1	1	0.50
Lost - License Plate	1	2	2	2	1.75
Lost - Others	2	0	0	3	1.25
Lost - Personal Accessories	2	2	1	2	1.75
Lost - Sporting Goods, Hobby Equip.	1	1	1	0	0.75
Lost - Vehicle Accessories	0	0	0	1	0.25
Lost Property - Master Code	1	1	2	3	1.75
Medical Assistance - Other	1	1	2	0	1.00
Missing Person 12 & older	4	3	0	4	2.75
Missing Person Located 12 & older	1	4	4	6	3.75
Missing Person Located Under 12	0	0	2	0	0.50
Missing Person under 12	2	3	1	0	1.50
Neighbour Dispute	32	36	42	62	43.00
Noise By-Law	0	4	3	7	3.50
Noise Complaint - Animal	2	3	2	2	2.25
Noise Complaint - Business	1	0	0	0	0.25
Noise Complaint - Master Code	3	0	21	38	15.50
Noise Complaint - Others	3	8	3	3	4.25
Noise Complaint - Residence	26	46	22	7	25.25
Noise Complaint - Vehicle	1	0	2	0	0.75
Other Municipal By-Laws	3	14	13	6	9.00
Phone - Master Code	0	0	0	1	0.25
Phone - Nuisance - No Charges Laid	4	4	5	3	4.00
Phone - Other - No Charges Laid	0	6	6	4	4.00
Phone - Text-related incident	0	1	0	1	0.50
Phone - Threatening - No Charges Laid	0	0	1	0	0.25
Sudden Death - Accidental	0	0	0	1	0.25
Sudden Death - Natural Causes	8	10	9	7	8.50
Sudden Death - Suicide	2	0	0	1	0.75
Suspicious Person	32	50	39	60	45.25
Suspicious vehicle	28	20	23	33	26.00
Traffic By-Law	1	2	3	1	1.75
Trouble with Youth	7	8	12	16	10.75
Unwanted Persons	15	14	16	17	15.50
Vehicle Recovered - All Terrain Vehicles	1	0	0	0	0.25

OPP 2022 Calls for Service Details
Southgate Tp
For the calendar years 2017 to 2020

Calls for Service Billing Workgroups	Calls for Service Count				Four Year Average
	2017	2018	2019	2020	
Vehicle Recovered - Automobile	1	1	2	3	1.75
Vehicle Recovered - Construction Vehicles	0	1	0	0	0.25
Vehicle Recovered - Other	0	1	1	1	0.75
Vehicle Recovered - Trucks	0	4	3	1	2.00
Operational 2	125	128	231	122	151.50
911 call - Dropped Cell	4	7	62	18	22.75
911 call / 911 hang up	56	70	61	31	54.50
911 hang up - Pocket Dial	7	3	40	0	12.50
False Alarm - Accidental Trip	2	4	4	0	2.50
False Alarm - Cancelled	9	4	5	0	4.50
False Alarm - Malfunction	7	3	7	0	4.25
False Alarm - Others	8	10	21	37	19.00
False Holdup Alarm - Accidental Trip	0	0	2	1	0.75
Keep the Peace	32	27	29	35	30.75
Other Criminal Code Violations	30	24	31	41	31.50
Animals - Cruelty	1	0	0	0	0.25
Animals - Kill or injure	1	0	0	0	0.25
Bail Violations - Fail To Comply	8	8	11	12	9.75
Bail Violations - Master Code	1	0	0	0	0.25
Bail Violations - Others	0	1	0	0	0.25
Breach of Probation	10	6	6	3	6.25
Child Pornography - Print/publish child pornography	0	0	0	1	0.25
Counterfeit Money - Others	1	0	0	0	0.25
Disobey court order / Misconduct executing process	1	0	0	0	0.25
Disturb religious meeting	0	0	0	1	0.25
Disturb the Peace	1	4	4	11	5.00
Fail to Attend Court	1	0	0	0	0.25
Indecent acts - Master Code	0	0	0	1	0.25
Indecent acts - Other	0	0	1	1	0.50
Libel - Defamatory	0	0	2	0	0.50
Nudity - public/private property	0	0	1	0	0.25
Obstruct Public Peace Officer	1	0	1	1	0.75
Offensive Weapons - Careless use of firearms	0	0	0	1	0.25
Offensive Weapons - Other Offensive Weapons	1	1	0	1	0.75
Offensive Weapons - Other Weapons Offences	1	0	0	1	0.50
Offensive Weapons - Possession of Weapons	0	0	3	3	1.50
Possess Firearm while prohibited	1	0	0	0	0.25
Possession Of Counterfeit Money	0	0	1	0	0.25
Public Morals	0	0	1	0	0.25
Trespass at Night	1	2	0	3	1.50
Utter Threats to damage property	0	1	0	1	0.50
Utter Threats to injure animal	0	1	0	0	0.25
Property Crime Violations	133	172	135	176	154.00
Arson - Building	0	0	0	1	0.25
Arson - Others	0	1	0	1	0.50

OPP 2022 Calls for Service Details
Southgate Tp
For the calendar years 2017 to 2020

Calls for Service Billing Workgroups	Calls for Service Count				Four Year Average
	2017	2018	2019	2020	
Break & Enter	26	18	18	34	24.00
Break & Enter - Firearms	2	0	1	1	1.00
Fraud - False Pretence Under \$5,000	2	6	1	3	3.00
Fraud - Forgery & Uttering	0	2	0	1	0.75
Fraud - Fraud through mails	2	1	0	1	1.00
Fraud - Master Code	1	0	1	2	1.00
Fraud - Money/property/security Over \$5,000	1	2	4	1	2.00
Fraud - Money/property/security Under \$5,000	3	8	6	8	6.25
Fraud - Other	11	12	11	17	12.75
Fraud - Steal/Forge/Poss./Use Credit Card	1	1	0	0	0.50
Identity Fraud	1	3	0	2	1.50
Interfere with lawful use, enjoyment of property	1	1	1	4	1.75
Mischief - Master Code	22	20	18	27	21.75
Mischief Graffiti - Non-Gang Related	1	1	0	1	0.75
Personation with Intent (fraud)	0	1	0	1	0.50
Possession of Stolen Goods over \$5,000	3	2	3	1	2.25
Possession of Stolen Goods under \$5,000	3	2	0	0	1.25
Property Damage	2	3	8	3	4.00
Theft from Motor Vehicles Over \$5,000	0	1	0	0	0.25
Theft from Motor Vehicles Under \$5,000	5	11	7	7	7.50
Theft of - All Terrain Vehicles	2	1	0	0	0.75
Theft of - Automobile	0	2	0	5	1.75
Theft of - Construction Vehicles	0	0	1	0	0.25
Theft of - Farm Vehicles	0	2	1	1	1.00
Theft of - Motorcycles	0	2	0	0	0.50
Theft of - Other Motor Vehicles	1	0	0	0	0.25
Theft of - Snow Vehicles	2	1	2	1	1.50
Theft of - Trucks	2	4	3	2	2.75
Theft of Motor Vehicle	1	3	4	12	5.00
Theft Over \$5,000 - Farm Agricultural Livestock	0	0	0	1	0.25
Theft Over \$5,000 - Farm Equipment	0	2	0	0	0.50
Theft Over \$5,000 - Mail	0	1	0	2	0.75
Theft Over \$5,000 - Master Code	0	0	0	1	0.25
Theft Over \$5,000 - Other Theft	1	0	1	2	1.00
Theft Over \$5,000 - Trailers	0	0	0	1	0.25
Theft Under \$5,000 - Bicycles	0	0	2	0	0.50
Theft Under \$5,000 - Boat Motor	0	2	0	0	0.50
Theft Under \$5,000 - Construction Site	1	3	0	2	1.50
Theft Under \$5,000 - Farm Agricultural Livestock	0	0	0	1	0.25
Theft Under \$5,000 - Gasoline Drive-off	17	32	22	13	21.00
Theft Under \$5,000 - Master Code	0	3	3	1	1.75
Theft Under \$5,000 - Other Theft	17	15	11	13	14.00
Theft Under \$5,000 - Persons	0	0	1	0	0.25
Theft Under \$5,000 - Trailers	0	1	3	1	1.25
Theft Under \$5,000 Shoplifting	1	1	2	1	1.25

OPP 2022 Calls for Service Details

Southgate Tp

For the calendar years 2017 to 2020

Calls for Service Billing Workgroups	Calls for Service Count				Four Year Average
	2017	2018	2019	2020	
Unlawful in a dwelling house	0	1	0	0	0.25
Willful act / Omission likely to cause mischief	1	0	0	0	0.25
Statutes & Acts	72	65	80	110	81.75
Custody Dispute	0	1	0	2	0.75
Family Law Act - Custody/Access order	2	0	0	0	0.50
Family Law Act - Other	0	0	1	0	0.25
Landlord / Tenant	24	25	17	33	24.75
Mental Health Act	4	5	12	19	10.00
Mental Health Act - Attempt Suicide	5	4	2	8	4.75
Mental Health Act - No contact with Police	0	2	2	0	1.00
Mental Health Act - Placed on Form	1	2	1	2	1.50
Mental Health Act - Threat of Suicide	11	8	13	11	10.75
Mental Health Act - Voluntary Transport	1	2	5	5	3.25
Trespass To Property Act	24	16	27	27	23.50
Mental Health Act - Apprehension	0	0	0	3	0.75
Traffic	86	111	68	42	76.75
MVC - Others (Motor Vehicle Collision)	1	1	0	0	0.50
MVC - Personal Injury (Motor Vehicle Collision)	6	15	7	4	8.00
MVC - Prop. Dam. Failed to Remain (Motor Vehicle Collision)	7	5	3	3	4.50
MVC - Prop. Dam. Non Reportable (Motor Vehicle Collision)	21	34	28	21	26.00
MVC - Prop. Dam. Reportable (Motor Vehicle Collision)	51	56	29	13	37.25
Road Rage	0	0	1	1	0.50
Violent Criminal Code	76	56	71	57	65.00
Assault - Level 1	28	17	19	23	21.75
Assault Peace Officer	2	0	0	1	0.75
Assault Peace Officer with weapon OR cause bodily harm	0	0	1	0	0.25
Assault With Weapon or Causing Bodily Harm - Level 2	4	5	3	4	4.00
Attempted Murder	0	0	0	1	0.25
Criminal Harassment	16	14	6	3	9.75
Extortion	0	1	1	2	1.00
Forcible confinement	0	0	0	1	0.25
Indecent / Harassing Communications	2	2	3	3	2.50
Pointing a Firearm	1	0	0	0	0.25
Robbery - Other	0	0	2	0	0.50
Sexual Assault	1	8	10	5	6.00
Sexual Assault With a Weapon	0	0	0	1	0.25
Sexual Interference	0	0	2	0	0.50
Utter Threats - Master Code	2	0	2	2	1.50
Utter Threats to Person	20	8	22	11	15.25
Other Violatons Against the Person	0	1	0	0	0.25

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OPP 2020 Reconciled Year-End Summary**Southgate Tp**

Reconciled cost for the period January 1 to December 31, 2020

			Cost per Property \$	Total Cost \$
Base Service	Property Counts			
	Household	3,166		
	Commercial and Industrial	198		
	Total Properties	<u>3,364</u>	184.61	621,029
Calls for Service				
	Total all municipalities	164,063,561		
	Municipal portion	0.2935%	143.16	481,594
Overtime			10.66	35,858
Prisoner Transportation	(per property cost)		1.26	4,239
Accommodation/Cleaning Services	(per property cost)		4.84	16,282
Total 2020 Reconciled Costs			<u>344.53</u>	<u>1,159,001</u>
2020 Billed Amount				<u>1,144,095</u>
2020 Year-End-Adjustment				<u>14,906</u>

Note

The Year-End Adjustment above is included as an adjustment on the 2022 Billing Statement. This amount is incorporated into the monthly invoice amount for 2022.

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THE CORPORATION OF THE CITY OF SARNIA
City Clerk's Department

255 Christina Street N. PO Box 3018
Sarnia ON Canada N7T 7N2
519-332-0330 (phone) 519-332-3995 (fax)
519-332-2664 (TTY)
www.sarnia.ca clerks@sarnia.ca

September 17, 2021

Honourable Doug Ford
Premier of Ontario
Legislative Building
Queen's Park
Toronto ON M7A 1A1

Dear Premier,

RE: Renovictions

At its meeting held on September 13, 2021, Sarnia City Council adopted the following resolution with respect to "Renovictions":

That Sarnia City Council request that the Government of Ontario take additional and meaningful steps to address the ever increasing problem of "Renovictions" in The Province of Ontario. Citizens and communities are hurt by these unscrupulous practices which can and does directly impact the affordable housing crisis, as well as inflict damage (both financially and mentally) particularly on our most vulnerable citizens; and

That this correspondence also be sent to other Municipalities in Ontario for their consideration and possible endorsement.

Your consideration of this matter is respectfully requested.

Yours sincerely,

Amy Burkhart
City Clerk

Cc: The Honourable Doug Downey, Attorney General
Bob Bailey, MPP
All Ontario Municipalities



September 17, 2021

The Honourable Doug Ford
Premier of Ontario
Legislative Building, Queen's Park
Toronto, ON M7A 1A1

sent via email: premier@ontario.ca

Re: Structure Inventory and Inspections

Dear Premier:

At the last regular General Purpose and Administration Committee meeting held September 13, 2021 the above captioned matter was discussed.

I wish to advise that the following resolution was passed which will be going forward for ratification at the September 27, 2021 Township of Scugog Council meeting:

THAT Report PWIS-2021-027, 2021 Structure Inventory and Inspections, be received;

THAT the Township of Scugog 2021 Ontario Structure Inspection Manual Inventory and Inspection Summary Report, prepared by Planmac Engineering Inc., be received;

THAT as part of the annual budget process, the Township continue to increase the amount of funding available for bridges and culverts through the continuation of Roads and Other Infrastructure Levy;

THAT as part of the annual budget process, the Township continue to increase the investment in bridge and culvert maintenance and repair through other means including identifying efficiencies and cost savings and applying for grants through other levels of government for major bridge and culvert replacements;

THAT the Township follow the principles of Asset Management and prioritize preventative maintenance such as waterproofing decks, repaving decks, repair concrete soffits, parapet walls, abutments and wingwalls, etc.

THAT the Province of Ontario and the Government of Canada be encouraged to provide more funding to rural municipalities to support infrastructure projects related to major bridge and culvert replacements; and

THAT a copy of the staff report and resolution be forwarded to the Premier of Ontario, Provincial Minister of Finance, Federal Finance Minister, MP Erin O'Toole, MPP Lindsey Park, AMO, Durham Region and all Ontario municipalities."

Should you require anything further in this regard, please do not hesitate to contact Kevin Arsenault, Capital Projects Technologist at 905-985-7346 ext. 138.

Yours truly,



Becky Jamieson
Director of Corporate Services/Municipal Clerk
Encl.

cc:

Kevin Arsenault, Capital Projects Technologist	karsenault@scugog.ca
Honourable Chrystia Freeland, Federal Minister of Finance	chrystia.freeland@fin.gc.ca
Honourable Peter Bethenfalvy, Ontario Minister of Finance	Minister.fin@ontario.ca
Lindsey Park, MPP, Durham	Lindsey.park@pc.ola.org
Erin O'Toole, MP	Erin.OToole@parl.gc.ca
Ralph Walton, Regional Clerk, The Regional Municipality of Durham	clerks@durham.ca
Association of Municipalities of Ontario (AMO)	amo@amo.on.ca
All Ontario Municipalities	

Finance & Audit Committee Resolution

Committee Meeting Date: August 31, 2021

Agenda Item: 6.g

Resolution Number: 2021-08-31- S89

Moved by: R. Crate

Seconded by: B. OStrander

Council Meeting Date: September 15, 2021

"That the Finance and Audit, having previously supported the resolution from the City of Sarnia regarding 'Capital Gains Tax on Primary Residence', recommend that the correspondence from the Town of Niagara Lake, Town of LaSalle, Town of Greater Napanee, and the Municipality of Shuniah be received for information; and

Further That the Committee recommend that County Council support the correspondence items regarding this issue; and

Further That the Committee recommend that County Council direct staff to forward a copy of this resolution to the Right Honourable Justin Trudeau, Prime Minister of Canada, the Honourable Doug Ford, Premier of Ontario, MP Phillip Lawrence (Northumberland-Peterborough South), the Honourable David Piccini (Northumberland-Peterborough South), and all Ontario Municipalities."

Carried 
Committee Chair's Signature

Defeated _____
Committee Chair's Signature

Deferred _____
Committee Chair's Signature

Council Resolution

Moved By J. Henderson

Seconded By B. Ostrander

Agenda
Item 10.

Resolution Number
2021-09-15-627

Council Date: September 15, 2021

"That County Council adopt all recommendations from the six Standing Committees, as contained within the Committees' Minutes (August 30, 31, and September 1, 2021 meetings), with the exception of the items noted within the agenda which require separate discussion, and, any items identified by Members which require separate discussion."

Recorded Vote
Requested by

Councillor's Name

Deferred

Warden's Signature

Carried

Warden's Signature

Defeated

Warden's Signature

June 24, 2021

SENT ELECTRONICALLY

Town of Fort Erie
1 Municipal Centre Drive
Fort Erie ON, L2A 2S6

Attention: Carol Scholfield, Dip.M.A., Manager
Legislative Services/Clerk

Dear Ms. Schofield:

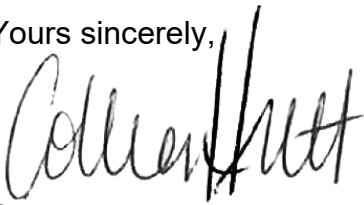
RE: Capital Gain Tax on Primary Residence

Please be advised the Council of The Corporation of The Town of Niagara-on-the Lake, at its regular meeting held on June 21, 2021 approved the following resolution:

BE IT RESOLVED that Council endorse the correspondence from the Town of Fort Erie for the resolution regarding Capital Gains Tax on Primary Residence dated June 1, 2021.

If you have any questions or require further information, please contact our office at 905-468-3266.

Yours sincerely,



Colleen Hutt
Acting Town Clerk



Community Services

Legislative Services

June 1, 2021
File #120203

The Right Honourable Justin Trudeau
Prime Minister
House of Commons
Ottawa, ON K1A 0A6
Justin.trudeau@parl.gc.ca

The Honourable Doug Ford
Premier of Ontario
Legislative Building, Queen's Park
Toronto, ON M7A 1A1
premier@ontario.ca

Honourable and Dear Sirs:

Re: Capital Gains Tax on Primary Residence

The Municipal Council of the Town of Fort Erie at its meeting of May 31, 2021 passed the following resolution:

Whereas primary residences are currently exempt from a capital gains tax, and

Whereas currently secondary and additional non-primary properties are subject to capital gains, and

Whereas the Federal Government is currently looking into a primary residence capital gains tax as they have recognized that affordable housing has become a serious issue in Canada, and

Whereas smaller communities including the Town of Fort Erie are seeing unprecedented higher selling prices that are outpacing prices in larger cities, and

Whereas many hard-working Canadians who have only a primary residence with no additional non-primary homes count on their home equity as financial aid to apply to upsizing or downsizing their home depending on their personal situation, and

Whereas a change in taxation to primary residences would be a significant financial blow to Canadians and would create an unfair, two-tiered taxation which could lead to depleted savings, inter-generational disparities, disparities among diverse groups such as seniors who may have a significant portion of their savings vested in their primary residence, as well as, reducing the ability of home ownership thereby a further, higher need for rentals, and

Whereas the Federal government could look at other means to slow down the rapidly escalating housing costs to improve housing affordability;

...2

Mailing Address:

The Corporation of the Town of Fort Erie
1 Municipal Centre Drive, Fort Erie ON L2A 2S6

Office Hours 8:30 a.m. to 5:00 p.m. Phone: (905) 871-1600 FAX: (905) 871-4022

Web-site: www.forterie.ca

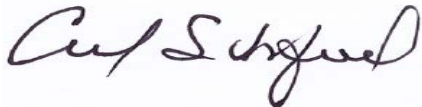
Now therefore be it resolved,

That: The Federal Government cease further consideration of eliminating capital gains tax exemptions on primary residences, and further

That: A copy of this resolution be circulated to The Right Honourable Justin Trudeau, The Honourable Doug Ford, Premier of Ontario, All Members of Parliament, All Members of Provincial Parliament, The Regional Municipality of Niagara, and all Municipalities, for their support.

Thank you for your attention to this matter.

Yours very truly,



Carol Schofield, Dipl.M.A.
Manager, Legislative Services/Clerk

cschofield@forterie.ca

CS:dlk

c.c. All Members of Parliament
All Members of Provincial Parliament
The Regional Municipality of Niagara
Ontario Municipalities



Corporation of the Town of LaSalle

5950 Malden Road, LaSalle, Ontario N9H 1S4
Phone: 519-969-7770 Fax: 519-969-4029 www.lasalle.ca

July 20, 2021

The Right Honourable Justin Trudeau
Prime Minister
House of Commons
Ottawa, ON K1A 0A6
justin.trudeau@parl.gc.ca

The Honourable Doug Ford
Premier of Ontario
Legislative Building, Queens Park
Toronto, ON M7A 1A1
premier@ontario.ca

RE: Fort Erie Resolution Regarding Capital Gains Tax on Primary Residence

Honourable and Dear Sirs:

At the July 13, 2021 Regular Meeting of Council, Town of LaSalle Council gave consideration to correspondence received from the Town of Fort Erie, dated June 1, 2021, regarding Capital Gains Tax on Primary Residence.

At the Meeting, the following motion was passed:

That correspondence received from Fort Erie dated June 1, 2021 regarding Capital Gains on Primary Residence be received; and endorsed.

Correspondence received from the Town of Fort Erie is attached for your convenience.

Yours truly,

Linda Jean
Deputy Clerk
Town of LaSalle
ljean@lasalle.ca

cc. All Members of Parliament
All Members of Provincial Parliament
The Town of Fort Erie
Ontario Municipalities





Community Services

Legislative Services

June 1, 2021
File #120203

The Right Honourable Justin Trudeau
Prime Minister
House of Commons
Ottawa, ON K1A 0A6
Justin.trudeau@parl.gc.ca

The Honourable Doug Ford
Premier of Ontario
Legislative Building, Queen's Park
Toronto, ON M7A 1A1
premier@ontario.ca

Honourable and Dear Sirs:

Re: Capital Gains Tax on Primary Residence

The Municipal Council of the Town of Fort Erie at its meeting of May 31, 2021 passed the following resolution:

Whereas primary residences are currently exempt from a capital gains tax, and

Whereas currently secondary and additional non-primary properties are subject to capital gains, and

Whereas the Federal Government is currently looking into a primary residence capital gains tax as they have recognized that affordable housing has become a serious issue in Canada, and

Whereas smaller communities including the Town of Fort Erie are seeing unprecedented higher selling prices that are outpacing prices in larger cities, and

Whereas many hard-working Canadians who have only a primary residence with no additional non-primary homes count on their home equity as financial aid to apply to upsizing or downsizing their home depending on their personal situation, and

Whereas a change in taxation to primary residences would be a significant financial blow to Canadians and would create an unfair, two-tiered taxation which could lead to depleted savings, inter-generational disparities, disparities among diverse groups such as seniors who may have a significant portion of their savings vested in their primary residence, as well as, reducing the ability of home ownership thereby a further, higher need for rentals, and

Whereas the Federal government could look at other means to slow down the rapidly escalating housing costs to improve housing affordability;

...2

Mailing Address:

The Corporation of the Town of Fort Erie
1 Municipal Centre Drive, Fort Erie ON L2A 2S6

Office Hours 8:30 a.m. to 5:00 p.m. Phone: (905) 871-1600 FAX: (905) 871-4022

Web-site: www.forterie.ca

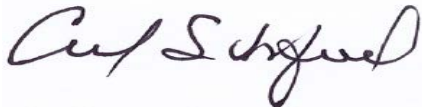
Now therefore be it resolved,

That: The Federal Government cease further consideration of eliminating capital gains tax exemptions on primary residences, and further

That: A copy of this resolution be circulated to The Right Honourable Justin Trudeau, The Honourable Doug Ford, Premier of Ontario, All Members of Parliament, All Members of Provincial Parliament, The Regional Municipality of Niagara, and all Municipalities, for their support.

Thank you for your attention to this matter.

Yours very truly,



Carol Schofield, Dipl.M.A.
Manager, Legislative Services/Clerk

cschofield@forterie.ca

CS:dlk

c.c. All Members of Parliament
All Members of Provincial Parliament
The Regional Municipality of Niagara
Ontario Municipalities

July 7, 2021

The Right Honourable Justin Trudeau
Prime Minister
House of Commons
Ottawa, ON K1A 0A6
justin.trudeau@parl.gc.ca

The Honourable Doug Ford
Premier of Ontario
Legislative Building, Queen's Park
Toronto, ON M7A 1A1
premier@ontario.ca

Honourable and Dear Sirs:

Re: Correspondence received from the Town of Fort Erie regarding Capital Gains tax on Primary Residence

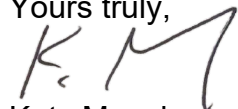
Please be advised that at the meeting held on June 22, 2021, the Council of the Town of Greater Napanee adopted the following resolution of support:

RESOLUTION #321/21: Pinnell/Norrie

That the correspondence from the Township of Scugog - June 10, 2021 be received;
And further, That Council provide a letter of support to the Town of Fort Erie regarding Capital Gains Tax on Primary Residence. CARRIED.

Thank you for your attention in this matter.

Yours truly,



Katy Macpherson
Legal Services Coordinator

Encl.

cc: All Ontario Municipalities



June 10, 2021

The Right Honourable Justin Trudeau
Prime Minister
House of Commons
Ottawa, ON K1A 0A6
Sent via email to: Justin.trudeau@parl.gc.ca

The Honourable Doug Ford
Premier of Ontario
Legislative Building, Queen's Park
Toronto, ON M7A 1A1
premier@ontario.ca

Re: Correspondence received from the Town of Fort Erie regarding Capital Gains tax on Primary Residence

Honourable and Dear Sirs:

At the last regular General Purpose and Administration Committee meeting of the Township of Scugog held June 7, 2021, the Committee received and endorsed correspondence from the Town of Fort Erie dated June 1, 2021 with respect to Capital Gains Tax on Primary Residence. Attached please find a copy of the Town of Fort Erie's correspondence dated June 1, 2021.

Please be advised that Committee approved the following recommendation:

"THAT the correspondence received from the Town of Fort Erie regarding Capital Gains Tax on Primary Residence, be endorsed."

Please note that all recommendations made by the Committee are subject to ratification at the next Council meeting of the Township of Scugog, scheduled to take place on June 28, 2021.

Should you have any concerns, please do not hesitate to contact the undersigned.

Yours truly,

A handwritten signature in black ink that reads 'Becky Jamieson'.

Becky Jamieson
Director of Corporate Services/Municipal Clerk
Encl.

cc: Carol Schofield, Dipl.M.A. Manager, Town of Fort Erie, Manager, Legislative
Services/Clerk
All Members of Parliament
All Members of Provincial Parliament
The Regional Municipality of Niagara
Ontario Municipalities



Community Services

Legislative Services

June 1, 2021
File #120203

The Right Honourable Justin Trudeau
Prime Minister
House of Commons
Ottawa, ON K1A 0A6
Justin.trudeau@parl.gc.ca

The Honourable Doug Ford
Premier of Ontario
Legislative Building, Queen's Park
Toronto, ON M7A 1A1
premier@ontario.ca

Honourable and Dear Sirs:

Re: Capital Gains Tax on Primary Residence

The Municipal Council of the Town of Fort Erie at its meeting of May 31, 2021 passed the following resolution:

Whereas primary residences are currently exempt from a capital gains tax, and

Whereas currently secondary and additional non-primary properties are subject to capital gains, and

Whereas the Federal Government is currently looking into a primary residence capital gains tax as they have recognized that affordable housing has become a serious issue in Canada, and

Whereas smaller communities including the Town of Fort Erie are seeing unprecedented higher selling prices that are outpacing prices in larger cities, and

Whereas many hard-working Canadians who have only a primary residence with no additional non-primary homes count on their home equity as financial aid to apply to upsizing or downsizing their home depending on their personal situation, and

Whereas a change in taxation to primary residences would be a significant financial blow to Canadians and would create an unfair, two-tiered taxation which could lead to depleted savings, inter-generational disparities, disparities among diverse groups such as seniors who may have a significant portion of their savings vested in their primary residence, as well as, reducing the ability of home ownership thereby a further, higher need for rentals, and

Whereas the Federal government could look at other means to slow down the rapidly escalating housing costs to improve housing affordability;

...2

Mailing Address:

The Corporation of the Town of Fort Erie
1 Municipal Centre Drive, Fort Erie ON L2A 2S6

Office Hours 8:30 a.m. to 5:00 p.m. Phone: (905) 871-1600 FAX: (905) 871-4022

Web-site: www.forterie.ca

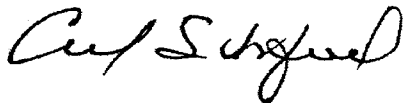
Now therefore be it resolved,

That: The Federal Government cease further consideration of eliminating capital gains tax exemptions on primary residences, and further

That: A copy of this resolution be circulated to The Right Honourable Justin Trudeau, The Honourable Doug Ford, Premier of Ontario, All Members of Parliament, All Members of Provincial Parliament, The Regional Municipality of Niagara, and all Municipalities, for their support.

Thank you for your attention to this matter.

Yours very truly,



Carol Schofield, Dipl.M.A.
Manager, Legislative Services/Clerk

cschofield@forterie.ca

CS:dlk

c.c. All Members of Parliament
All Members of Provincial Parliament
The Regional Municipality of Niagara
Ontario Municipalities

July 19, 2021

The Right Honourable Justin Trudeau
Prime Minister
House of Commons
Ottawa, ON, K1A 0A6
Justin.trudeau@parl.gc.ca

The Honourable Doug Ford
Premier of Ontario
Legislative Building, Queen's Park
Toronto, ON M7A 1A1
premier@ontario.ca

Dear Prime Minister Trudeau and Premier Ford,

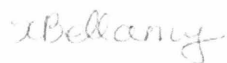
RE: Support Resolution – Capital Gains Tax on Primary Residence

Please be advised that, at its meeting on July 14, 2021, the Council of the Municipality of Shuniah resolved as follows:

That correspondence from the Town of Fort Erie regarding Capital Gains Tax on Primary Residence, be supported.

A copy of the above noted resolution is enclosed for your reference and consideration. We kindly request your support and endorsement for the Capital Gains Tax on Primary Residence.

Yours truly,



Kerry Bellamy
Clerk

Cc: All members of Parliament
All members of Provincial Parliament
The Regional Municipality of Niagara
Ontario Municipalities



COUNCIL RESOLUTION

Resolution No.: 244-21

Date: Jul 14, 2021

Moved By: ~~Ron Giardetti~~ Don Smith Donna Blunt

Seconded By: Meghan Chomut

THAT Council hereby receives the following correspondence

- a. Board of Health minutes for meetings held May 19, 2021
- b. City of Port Colborne Resolution – Capital Gains Tax on Primary Residence
- c. Elimination of LPAT Resolution 2021-0115
- d. Letter from Premier Ford et al Re: Land Transfer Tax
- e. Letter to Prime Minister Trudeau re Capital Gains Tax Exemptions on Primary Residences
- f. LRCA comments on ERO Posting 019-2986, June 23, 2021
- g. Updating Environmental Assessment Requirements for Transmission Lines
- h. TBDSSAB Board Meeting Regular Session Minutes May 20, 2021
- i. Resolution 21-111 Scott Aitchison, MP Parry Sound Muskoka Support for 988 Crisis Line
- j. CP Remedial Program Notification
- k. Mississauga's Resolution
- l. TC Energy Investigation Expense Dig Notification
- m. Township of Scugog Correspondence re: Williams Point Road and Beacock Road School Bus Turnarounds

and the same be filed at the Clerk's Office.

☒ **Carried**

☐ **Defeated**

☐ **Amended**

☐ **Deferred**

Wendy Landry

Signature

Municipality of Shuniah, 420 Leslie Avenue, Thunder Bay, Ontario, P7A 1X8



The Corporation of the Township of Huron-Kinloss

P.O. Box 130
21 Queen St.
Ripley, Ontario
N0G2R0

Phone: (519) 395-3735

Fax: (519) 395-4107

E-mail: info@huronkinloss.com

Website: <http://www.huronkinloss.com>

Ministry of the Attorney General
McMurtry-Scott Building
720 Bay Street, 11th floor
Toronto, Ontario
M7A 2S9

September 21, 2021

Via Email attorneygeneral@ontario.ca

Re: Copy of Resolution #651

Motion No.: 651

Moved by: Don Murray Seconded by: Lillian Abbott

THAT the Township of Huron-Kinloss Committee of the Whole hereby supports Northumberland County and the City of Toronto in their plea to include in Bill 177 Stronger Fairer Ontario Act and take immediate action to streamline and modernize this section of the legislation by making it easier and more convenient for the public and prosecutors to engage in resolution discussions and by making it more effective and efficient to administer early resolution proceedings for Part I and Part II offences in the Provincial Offences Court AND directs staff to distribute as they see fit

Carried

Sincerely,

Kelly Lush
Deputy Clerk

c.c all Ontario Municipalities

September 28, 2021

To:

Premier Doug Ford – doug.fordco@pc.ola.org

Ontario Minister of Health Christine Elliott – christine.elliott@pc.ola.org

Ontario Association of Optometrists – oaoinfo@optom.on.ca

**Support Resolution from the Council of Trent Lakes passed September 7th re
OHIP Eye Care**

Please be advised the Council of the Municipality of Chatham-Kent at its regular meeting held on September 27, 2021 considered the aforementioned topic and subsequent to discussion, the following was resolved:

“That Chatham-Kent Council support the resolution from Trent Lakes:

Whereas routine eye care is critical in early detection of eye diseases like glaucoma, cataracts, and macular degeneration, and the health of eyes is critical to overall health and quality of life; and

Whereas conditions that may be detected with an annual eye exam include Diabetes mellitus, Glaucoma, Cataract, Retinal disease, Amblyopia (lazy eye), Visual field defects (loss of part of the usual field of vision), Corneal disease, Strabismus (crosses eyes), Recurrent uveitis (an inflammation of the uvea, the middle layer of the eye that consists of the iris, ciliary body and choroid), Optic pathway disease; and

Whereas payments from OHIP have only increased 9% over the last 30 years, which has not come close to matching inflation of costs (which include rent, staff, utilities, equipment, taxes and supplies); and

Whereas the lack of funding makes it difficult to invest in modern technology, and newer technology means earlier detection of eye disease; and

Whereas the Provincial government’s refusal to formally negotiate with Optometrists for more than 30 years has forced the Optometrists to absorb approximately 173 Million dollars annually in the cost to deliver eye care to Ontarians; and

Whereas the 2021 Ontario Budget did not address OHIP-insured eye care, Ontario Optometrists took action and voted to withdraw OHIP services starting September 1, 2021, unless the government agrees to legally-binding negotiations to fund these services at least to the cost of delivery; and

Whereas this job action will jeopardize good eyecare for those who need the care of an optometrist the most and will have the greatest impact on the most vulnerable groups. Children, who's lifetime ability to learn and develop depends on good vision and to the elderly, who are at the greatest risk for vision-threatening ocular diseases;

Now Therefore, be it resolved that the Municipality of Chatham-Kent requests that the Provincial government recognize the value that access to quality eye care brings to all Ontarians and act now to protect it; and further

That the Provincial government address the OHIP-insured eye care immediately and enter into legally-binding negotiations with Ontario Optometrists to fund these services at least to the cost of delivery, prior to any job action taking place; and further

That a copy of this resolution be forwarded to Premier Ford, Ontario Minister of Health Christine Elliot, to the Ontario Association of Optometrists, and to all municipalities in Ontario."

If you have any questions or comments, please contact Judy Smith at judys@chatham-kent.ca

Sincerely,



Judy Smith, CMO
Director Municipal Governance
Clerk /Freedom of Information Coordinator

C
Local MP & MPP
Ontario Municipalities

September 28, 2021

Honourable Doug Ford, Premier of Ontario
Honourable Doug Downey, Attorney General

**Support Resolution from the Council of Sarnia passed September 13th re
Renovictions**

Please be advised the Council of the Municipality of Chatham-Kent at its regular meeting held on September 27, 2021 considered the aforementioned topic and subsequent to discussion, the following was resolved:

“That Chatham-Kent Council support the resolution from the City of Sarnia requesting that the Government of Ontario take additional and meaningful steps to address the ever increasing problem of “Renovictions” in The Province of Ontario. Citizens and communities are hurt by these unscrupulous practices which can and does directly impact the affordable housing crisis, as well as inflict damage (both financially and mentally) particularly on our most vulnerable citizens; and

That this correspondence be sent to other Municipalities in Ontario for their consideration and possible endorsement.”

If you have any questions or comments, please contact Judy Smith at judys@chatham-kent.ca

Sincerely,



Judy Smith, CMO
Director Municipal Governance
Clerk /Freedom of Information Coordinator

C
Local MP & MPP
Ontario Municipalities

The Corporation of the Township of Southgate
By-law Number 2021-150
being a by-law to confirm the proceedings of the
Council of the Corporation of the Township of Southgate
at its regular meeting held on October 6, 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 October 6, 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 6th day of October 2021

John Woodbury – Mayor

Lindsey Green – Clerk