



**Township of Southgate
Addendum Council Meeting Agenda**

November 17, 2021

7:00 PM

Electronic Participation

Pages

1. Electronic Access Information

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

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

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

2. Call to Order

3. Land Acknowledgement

As we gather, we recognize and acknowledge the traditional keepers of this land with whom we share today. The Township of Southgate is a part

of the traditional territories of the Anishinaabek, Six Nations of the Grand River, Saugeen Ojibway Nation, Haudenosaunee, and Saugeen Métis. The land that surrounds us is part of who we are as it reflects our histories; may we live in peace and friendship with all its diverse people.

4. 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

5. Confirmation of Agenda

Be it resolved that Council confirm the agenda as amended.

6. Declaration of Pecuniary Interest

7. Delegations & Presentations

***7.1. Team Town Hall Presentation - Samantha Parent** 11 - 28

Be it resolved that Council receive Team Town Hall's presentation as information.

8. Adoption of Minutes 29 - 54

Be it resolved that Council approve the minutes from the November 3, 2021 Council and Closed Session meetings as presented; and
That Council approve the minutes from the November 10, 2021 Special Council and Closed Session meetings as presented.

9. Reports of Municipal Officers

9.1. Chief Administrative Officer Dave Milliner

9.1.1. CAO2021-078 Dundalk Olde Town Hall - Team Town Hall Information Report 55 - 65

Be it resolved that Council receive Staff Report CAO2021-078 as information; and
That pursuant to Section 20.1 of the Procedural By-law, Council allows for presentations, discussions and questions with Team Town Hall and Wellington Capital Corporation representatives as part of this staff report; and
That Council provide direction to staff on Team Town Hall and Wellington Capitol discussions related to the Olde Town Hall property sale and building at the November 17th, 2021 meeting to support the development of draft agreements with the parties.

9.1.2. CAO2021-076 Melancthon Boundary Adjustments Discussions Report 66 - 68

Be it resolved that Council receive Staff Report CAO2021-076 as information; and
That Council direct the Mayor and the CAO to continue to work with and meet with Township of Melancthon Mayor and CAO to deal with the Flato Developments request for annexation of lands; and
That Council direct staff to develop a draft Boundary Adjustment Agreement for consideration by the County of Dufferin, the County of Grey, the Township of Melancthon and the Township of Southgate.

9.1.3. CAO2021-077 By-law Enforcement Budget Recommendation Report

69 - 74

Be it resolved that Council receive staff report CAO2021-077 as information; and
That Council approve the recommendations in this report to consider in the 2022 operating budget to increase the staffing with a dedicated staff member to enforce Southgate's By-law, to deal with the increased complaints we are receiving, the public demand for resolution and sustained compliance; and
That Council direct staff to create a By-Law Enforcement job description to review at Job Evaluation Committee and provide a recommendation on the Southgate employee pay grid.

9.2. Facilities Manager Kevin Green

9.2.1. HS2021-001-Policy 33A Annual Review and Policy Statement

75 - 76

Be it resolved that Council receive Staff Report HS2021-001 for information; and
That Council approve the Occupation Health and Safety Policy 33 as reviewed and support the Mayor's signing of the policy statement.

9.3. Treasurer William Gott

9.3.1. FIN2021-035 Annual Indexing of Development Charges

77 - 81

Be it resolved that Council receive Staff Report FIN2021-035 Annual Indexing of Development Charges as information; and
That Council approve the indexing of the Township of Southgate Development Charges by 11.6% to establish the new 2022 commercial, industrial and residential construction DC rates to revise Schedule B to By-law 2017-138 effective January 1, 2022.

9.4. Clerk Lindsey Green

9.4.1. CL2021-031-2022 Committee of Adjustment Appointments 82 - 83

Be it resolved that Council receive Staff Report CL2021-031 for information; and

That Council consider approval of By-law 2021-159 being a by-law to constitute and appoint members to the Committee of Adjustment for 2022.

9.4.2. By-law 2021-159 - Committee of Adjustment Member Appointments 2022 84 - 85

Be it resolved that by-law number 2021-159 being a By-law to Constitute and Appoint Members to the Committee of Adjustment be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

9.4.3. CL2021-032 – 2022 Council Conference Attendance Approval

86 - 87

Be it resolved that Council receive Staff Report CL2021-032 as information; and

That the below conferences be approved to attend by the following members of Council in 2022:

1. Rural Ontario Municipalities Conference (ROMA - virtual) (January 24th and 25th)
(Members: _____);
2. Ontario Good Roads Conference (OGRA) (February 27th – Mar 2nd)
(Members: _____);
3. Police Services Board Annual Conference (OAPSB) (Date Unknown)
(Members: _____)
4. Ontario Association of Committees of Adjustment (OACA) (June 5th – 8th)
(Members: _____);
5. Federation of Canadian Municipalities Annual Conference (FCM) (June 2nd – 5th)
(Members: _____);
6. Association of Municipalities of Ontario Annual Conference (AMO) (August 14th – 17th)
(Members: _____); and

That the Clerk's Office book associated conference registrations.

9.4.4. CL2021-033 - Voter List Management Services Agreement

88 - 89

Be it resolved that Council receive Staff Report CL2021-033 as information; and

That Council consider approval of By-law 2021-171 to authorize an agreement with Datafix for voter list management services.

9.4.5. By-law 2021-171 - Voters List Management Services (Datafix) Agreement Approval 90 - 112

Be it resolved that by-law number 2021-171 being a by-law to authorize an agreement between Comprint Systems Incorporated (DataFix) and the Corporation of the Township of Southgate be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book

9.5. HR Coordinator Kayla Best

9.5.1. HR2021-030– Administrative, Finance & By-Law Assistant 113 - 122

Be it resolved that Council receive Staff Report HR2021-030 for information; and

That Council approve the job description for Administrative, Finance & By-Law Assistant with updates from staff and the Job Evaluation Committee; and

That Council approve the recommendations from Job Evaluation Committee to place the Administrative, Finance and By-Law Assistant position in pay band 12 of the Southgate Employee Pay Grid; and

That Council consider this new position in the 2022 operating budget discussions.

9.6. Planner Clinton Stredwick

9.6.1. PL2021-094 - ZBA C17-21 Southgrey Enterprises Inc. 123 - 129

Be it resolved that Council receive Staff Report PL2021-094 for information; and

That Council consider approval of By-law 2021-166.

9.6.2. By-law 2021-166 - ZBA C17-21 Southgrey Enterprises Inc. 130 - 132

Be it resolved that by-law number 2021-166 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.

- 9.6.3. PL2021-092 - SP19-21 Southgrey Enterprises Inc. 133 - 134**
- Be it resolved that** Council receive Staff Report PL2021-092 for information; and
That Council consider approval of By-law 2021-164 authorizing the entering into a Site Plan Agreement.
- 9.6.4. By-law 2021-164 - SP19-21 Southgrey Enterprises Inc. 135 - 147**
- Be it resolved that** by-law number 2021-164 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.
- 9.6.5. PL2021-096 - ZBA C25-21 Pennings 148 - 150**
- Be it resolved that** Council receive Staff Report PL2021-096 for information; and
That Council consider approval of By-law 2021-168 permitting the erection of a garden suite on the subject lands.
- 9.6.6. By-law 2021-168 - ZBA C25-21 Pennings 151 - 153**
- Be it resolved that** by-law number 2021-168 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.
- 9.6.7. PL2021-097- OPA#31 Flato Glenelg Phase 2 154 - 162**
- Be it resolved that** Council receive Staff Report PL2021-097 for information; and
That Council consider approval of By-law 2021-169.

9.6.8. By-law 2021-169 - Flato Glenelg Phase 2 - OPA No 31 163 - 169

Be it resolved that by-law number 2021-169 being a by-law to adopt Amendment No. 31 to the Township of Southgate Official Plan affecting the all the lands described as Part of Lots 225 and 226, Concession 2 SWTSR, (geographic Township of Proton) in the Township of Southgate be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

10. By-laws and Motions

10.1. By-law 2021-172 - Road Widening - B5-21 - Gordon Trask 170 - 171

Be it resolved that by-law number 2021-1172 being a by-law to establish a highway in the former Township of Proton (Consent file B5-21) be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

11. Notice of Motion

None.

12. Consent Items

12.1. Regular Business (for information)

Be it resolved that Council approve the items on the Regular Business consent agenda dated November 17, 2021 (save and except items _____) and direct staff to proceed with all necessary administrative actions.

12.1.1. FIN2021-036 Financial Report – October 2021 172 - 177

12.1.2. PW2021-055 Department Report 178 - 192

12.1.3. Librarian CEO Report 2021-10-28 193

12.1.4. Building, By-law and Canine Reports October 2021 194 - 196

12.1.5. October 2021 Cheque Register 197 - 212

12.2. Correspondence (for information)

Be it resolved that Council receive the items on the Correspondence consent agenda dated November 17, 2021 (save and except items _____) as information.

- | | | |
|----------------|--|------------------|
| 12.2.1. | CUPE Ontario - OMERS Investment - received October 29, 2021 | 213 - 214 |
| 12.2.2. | Grey Bruce Health Unit - A Case of the Mondays Letter to the Editor - received November 2 2021 | 215 - 217 |
| 12.2.3. | Grey Bruce Health Unit - Guidance for Seasonal Parades and Remembrance Day - received November 2, 2021 | 218 - 220 |
| 12.2.4. | Grey Bruce Health Unit - Eligibility Expands for Third Dose - COVID-19 Vaccine - received November 3, 2021 | 221 - 223 |
| 12.2.5. | GRCA - Conservation Authorities Act Updates Background - received November 3, 2021 | 224 |
| 12.2.6. | Saugeen Conservation - Press Release Saugeen Conservation Website Launch and Logo - received November 9, 2021 | 225 - 226 |

12.3. Resolutions of Other Municipalities (for information)

Be it resolved that Council receive the items on the Resolutions of other Municipalities consent agenda dated November 17, 2021 (save and except items _____) as information.

- | | | |
|----------------|---|------------------|
| 12.3.1. | City of Kitchener - Renovictions - received November 1, 2021 | 227 - 228 |
| 12.3.2. | City of Kitchener - Vaccine Passport Program - received November 1, 2021 | 229 - 230 |
| 12.3.3. | Town of Bracebridge - Renovictions - received November 8, 2021 | 231 |
| 12.3.4. | Municipality of Kincardine - SMART Holiday Hours - received November 9, 2021 | 232 |
| 12.3.5. | Municipality of Mattice-Valcote - Property Assessment - received November 10, 2021 | 233 |

**12.3.6. Lake of Bays - Request for Additional COVID-19
Funding - received November 10, 2021**

234 - 236

12.4. Closed Session (for information)

None.

13. County Report

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

14. Members Privilege - Good News & Celebrations

15. Closed Meeting

None

16. Confirming By-law

237

Be it resolved that by-law number 2021-170 being a by-law to confirm the proceedings of the Council of the Corporation of the Township of Southgate at its regular meeting held on November 17, 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.

17. Adjournment

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

Dundalk Olde Town Hall

Presented By:
Team Town Hall



Our team and commitment

Our team is made up of a multi-generational board of committed community members all with unique skill sets to contribute to the success of this project. The role of arts and cultural programming in creating a thriving and connected community are important to each of us.

We have applied for NFP registration.

Within our board and supportive team, our project commitment has been demonstrated over the past 5 years and will continue.

We are committed to overseeing the project and use of the space in partnership with Southgate township staff, as required.

Fundraising Plan

Our fundraising goal is \$200,000 to pay for the renovations, equipment and upgrades stated in our Capital Budget

TYPES OF FUNDING

1. Local business donors
2. Individual giving
3. Grants
4. Fundraising Events

Fundraising Plan

LOCAL BUSINESSES

We have a potential donor list with tiered giving levels to be acknowledged accordingly, including opportunity for naming rights to large donors and the opportunity to advertise their business within the theatre

Donor acknowledgment will be displayed in town hall

Fundraising Plan

TIERS OF GIVING & NUMBER OF PROSPECTS:

Title	Amount	Potential donors*
Platinum	\$10,000+	10
Gold	\$5,000-\$9,000	10
Silver	\$2,000-\$4,000	16
Bronze	\$500-1,000	50
Friends of the Town Hall	\$100-400	30

*Potential donors list is presently populated with names and contacts

Fundraising Plan

INDIVIDUAL DONORS:

Beyond our email list of those who have expressed interest and approaching people directly and through online appeals, we will explore incentive options for giving, like merch, memberships, vouchers, discounts for rentals, etc.

In Memoriam donation options will work in the same way as the highly-effective and successful campaign in days gone by for the seats. They will be recognized within the public space.

Fundraising Plan

GRANTS:

Will seek major capital grants, such as the \$10,000 grants recently received by the Owen Sound and Hanover theatres from **Community Foundation Grey Bruce**, an organization we have previously received support from and who follow updates on our project

Trillium grants will be coming back, which give yearly grants to theatres

Council can choose to support the capital campaign through either of the **community funds**. The Eco-park fund could be used for the community benefit project, just as the solar fund has been used for several projects at the Egremont Optimist Hall

Fundraising Plan

EVENTS:

Community-based fundraising will take place by Team Town Hall each year, with events following members' connections and interests: dinners, coffee houses, concerts, golf tournaments, auctions, arts and craft markets, partnering with local businesses, etc. Common Grounds has already offered to partner with us.

We also see our support from service groups coming this same way - by running an event to donate the proceeds, such as the Dundalk Raw potluck.

Fundraising Plan

TIMELINE:

We hope to have the green light from council that this project will go ahead by the end of 2021. With that in hand, we will start approaching businesses and sending letters and emails to individuals for donations, as well as applying for grants. We will create a monthly/yearly calendar to plan for ongoing fundraising events. We will continue to evaluate our fundraising plan, and adjust it accordingly to the goals we have set out to meet.

The Town of Minto chose to give supporters of the Norgan five years to fulfill their fundraising commitment to the project. We could set a mutually-agreed on deadline for money to be committed, as it will help if some donations could be accepted as multi-year.

Other taxpayer-supported services

Looking at the budget figures for 2019 -the most recent normal year:

NET COST OF PROVIDING OTHER “SOFT” SERVICES:

Library - Net Cost of providing service in 2019 - \$234,000

Pool - Net Cost of providing service in 2019 - \$22,000 (open 3 mo.)

Arena - Net Cost of providing service in 2019 - \$175,000

Proposed Net Cost to Township of Community culture hub - \$26,000 per year - No required capital expenditure

Town Hall total cost - \$36,000 lease plus yearly costs

TEAM TOWN HALL - to contribute 10k per year - plus costs - In TTH budget at about \$40,000 (was just over \$30k for whole building in 2019)

Future Use Commitments

Movies Business plan presented in 2019 and approved by council as foundation of their support for ICIP grant application. Market is growing, nearest competition is a 40-minute drive, programming responsive to local community. Staffed by volunteers, including students, playing movies 2 to 3 nights a week with concession on the main floor.

Live Theatre The Dundalk Little Theatre would continue its high quality productions. LP theatre, who now use Shelburne, confirmed its interest this month. Local arts program providers are ready to start leading activities including theatre for young people and improv for teens.

Future Use Expressions of Interest

Music Concerts as well as music lessons. Youth have expressed interest in Battle of the Bands and Open Mic Nights, which could also include stand up comedy or poetry. JunCtian has expressed interest in twice a month use.

Dance Local dance companies have interest in using the space for lessons as well as recital performances

Art, Photography, Videography Local businesses have expressed interest in room for classes and also a small gallery space for displaying local art and photography. These professionals see it as a venue for photo/video shoots.

Weddings, showers, birthdays, small event rentals, meetings

Projected Operating Budget

REVENUE

Rental Revenue \$24,550

Members, sponsors, fundraisers \$5,000

Movie revenue \$98,300 (75% for 1st year = \$73,725)

Total Revenue 1st year \$103,275

Total Revenue (based on Norgan Theatre) \$127,850

Projected Operating Budget

EXPENSES

Building \$28,125

Operations \$79,590

Rent \$10,000

Total expenses \$117,715

Partnership with Wellington

With Wellington covering all of the life and safety upgrades that are needed for the building to be operational, the capital contribution is able to be kept much lower.

There are superficial upgrades that will have to happen in the main floor as well as in the theatre right away, but many small aesthetic upgrades will be able to be done at later times as we grow.

There is also audio and visual equipment that would be needed to show movies.

The responsibility for any other building-related costs will be covered in the lease agreement.

The budget and the town hall project

It was mentioned on Nov. 10 that the reason for not including the Town Hall in the DRAFT 2022 budget is that it couldn't be included without a motion. In all cases, it's actually passing a budget that approves expenditures, and even then, many factors can change those projections after a budget is passed.. Staffing, equipment and capital projects that right now appear in the draft budget may or may not have been discussed at a council meeting but not approved by motion by council.

There actually is a motion on record for staff to negotiate an agreement for the TTH, but no inclusion in the budget. However, the multi-use facility, or rather administration plus large hall, has been included in the budget . There has been no motion to approve it.

The last motion on record was against the multi-use facility in 2019, in part because there was no use plan, estimate of annual cost to the municipality, demonstration of community need, or list of supporting community groups.

Other facilities

In the Community Action Plan, and during discussion of the multi-use facility in 2019, the importance of collaboration between existing facilities and user groups was emphasized. That's a great goal - it's cheaper not to duplicate spaces when upgrading projects such as the arena and the town hall.

COMMUNITY GATHERING SPACES (east end of township):

Dundalk Legion – capacity 223 people, accessible by lift. Complimentary parking for night/weekend events in future at medical centre.

Highpoint School, 225 people. Accessible. Used for Dundalk homecoming, Southgate public meetings

Dundalk Community Centre Arena floor surface – June to October – up to 1,000 people.

Dundalk Community Centre upstairs renovated arena auditorium

All of the above have kitchen facilities. The town hall holds unique usage capabilities not held in other facilities and holds a prime location for downtown revitalization and tourist attraction.

Supporters of OTH Project

Southgate Youth Action
Committee

Highpoint Principal

Kids & US

Go Adventure

The Hanley Institute

Dundalk Ag Society

LP Productions

JunCtian Community
Initiative

Dundalk Lions

Dundalk & District
Historical Society

Generation Connection

Southgate Seniors
Advisory Committee

Dundalk Legion

Dundalk Little Theatre

South Grey Museum

Dundalk Young at Heart

Collaborative Creations Co.

Owen Sound Homeschool

Co-op



Township of Southgate

Minutes of Council Meeting

November 3, 2021
9:00 AM
Electronic Participation

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

Staff Present: Dave Milliner, Chief Administrative Officer
Lindsey Green, Clerk
William Gott, Treasurer
Bev Fisher, Chief Building Official
Kevin Green, Facilities Manager
Terri Murphy, Economic Development Officer
Clinton Stredwick, Planner
Kayla Best, HR Coordinator
Elisha Milne, Legislative Assistant
Holly Malynyk, Customer Service and Support

1. Electronic Access Information

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

2. Call to Order

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

3. Land Acknowledgement

As we gather, we recognize and acknowledge the traditional keepers of this land with whom we share today. The Township of Southgate is a part of the traditional territories of the Anishinaabek, Six Nations of the Grand River, Saugeen Ojibway Nation, Haudenosaunee, and Saugeen Métis. The land that surrounds us is part of who we are as it reflects our histories; may we live in peace and friendship with all its diverse people.

4. Open Forum - Register in Advance

Angie Mathews spoke at Open Forum regarding a neighbouring property to her with on-going property standards issues.

5. Confirmation of Agenda

No. 2021-604

Moved By Councillor Rice

Seconded By Councillor Sherson

Be it resolved that Council confirm the agenda as amended to remove Staff Report CBO2021-006 - Noise By-law Exemption Request - White Rose Park from the agenda due to the withdrawal of the noise exemption request by White Rose Park.

Carried

Councillor Shipston moved the following motion.

Councillor Dobreen requested a recorded vote on the main motion.

No. 2021-605

Moved By Councillor Shipston

Seconded By Councillor Dobreen

Be it resolved that pursuant to Section 20.1 a) of the Procedural By-law, Council permit developer Shakir Rehmatullah of Flato Developments Inc. to speak to Staff Report CAO2021-072 Eco Park Phase II Property Development Report.

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

Carried (7 to 0)

6. Declaration of Pecuniary Interest

Mayor Woodbury declared a conflict of interest to Staff Report CAO2021-071 - Southgate Land Lease Agreement Approval for the South East Grey Community Health Centre Dundalk Medical Centre Project, as he is on the Board of Directors for the South East Grey Community Health Center and did not participate in the discussion or voting of the item.

7. Delegations & Presentations

None.

8. Adoption of Minutes

No. 2021-606

Moved By Councillor Frew

Seconded By Councillor Shipston

Be it resolved that Council approve the minutes from the October 20, 2021 Council meeting as presented.

Carried

9. Reports of Municipal Officers

9.1 Chief Administrative Officer Dave Milliner

9.1.1 CAO2021-072 Eco Park Phase II Property Development Report

Council agreed to move this item forward on the agenda following the Adoption of the Minutes.

No. 2021-607

Moved By Councillor Shipston

Seconded By Councillor Dobreen

Be it resolved that Council receive staff report CAO2021-072 as information; and

That Council direct staff to draft a development agreement with Flato Developments to partner with the Township of Southgate in the construction of a roadway and the installation of servicing in the Eco Park Phase II property to access Hwy #10, the Hwy #10 commercial property Service Road and the development of remainder of the property to connect to the existing Eco Park Way road from Ida Street to consider and approve at a future Council meeting; and

That Council direct staff to create a draft purchase and sale agreement to sell 90 acres of lands in the Eco Park Phase II to a Flato Green Inc. for Council to consider at a future Council Meeting following the development agreement approval or as part of that agreement authorization process.

Carried

9.2 Chief Building Official Bev Fisher

9.2.1 CBO2021-006 - Noise By-Law Exemption Request – White Rose Park

This item was removed from the agenda due to the withdrawal of the noise exemption request by White Rose Park.

9.3 Clerk Lindsey Green

9.3.1 CL2021-029- Lottery Licensing to assist Small Organizations

No. 2021-608

Moved By Councillor Dobreen

Seconded By Councillor Frew

Be it resolved that Council receive Staff Report CL2021-029 for information; and

That Council direct staff to send a letter to MPP Bill

Walker, on behalf of Mayor Woodbury, to seek his assistance in lobbying the Honorable Doug Downey, Minister of the Attorney General, to implement an additional level of lottery licensing which would permit small organizations to obtain their own lottery license to hold fundraisers as a method of sustaining their community organization.

Carried

9.4 Public Works Manager Jim Ellis

9.4.1 PW2021-052 - Parking By-law Amendment 2021

No. 2021-609

Moved By Councillor Shipston

Seconded By Councillor Dobreen

Be it resolved that Council receive Staff Report PW2021-052 for information; and

That Council considers approval of By-law number 2021-161, being a by-law to amend the Southgate Parking By-law.

Carried

9.4.2 By-law 2021-161 - Parking By-law 2020-005 Amendment

Mayor Woodbury requested a recorded vote on the main motion.

No. 2021-610

Moved By Deputy Mayor Milne

Seconded By Councillor Shipston

Be it resolved that by-law number 2021-161 being a by-law to amend Parking By-law Number 2020-005, being a by-law to provide direction for parking in the Township of Southgate be read a first, second and third time, finally

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

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

Carried (7 to 0)

Council recessed at 10:06 AM and returned at 10:15 AM.

9.4.3 PW2021-051 Off Road Vehicle By-law Revision

No. 2021-611

Moved By Councillor Frew

Seconded By Councillor Rice

Be it resolved that Council receive Staff Report PW2021-051 for information; and

That Council consider approval of the Off-Road Vehicle (ORV) By-law No. 2021-160.

Carried

9.4.4 By-law 2021-160 - Off-Road Vehicle By-law

Mayor Woodbury requested a recorded vote on the main motion.

No. 2021-612

Moved By Councillor Dobreen

Seconded By Councillor Shipston

Be it resolved that by-law number 2021-160, as amended, being a by-law to regulate the operation of Off-Road Vehicles on certain designated highways and unopened road allowances within the jurisdiction 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)

9.5 Chief Administrative Officer Dave Milliner

9.5.1 CAO2021-071 Southgate Land Lease Agreement Approval for the SEGCHC Dundalk Medical Centre Project Report

Mayor Woodbury declared a conflict of interest to Staff Report CAO2021-071 - Southgate Land Lease Agreement Approval for the South East Grey Community Health Centre Dundalk Medical Centre Project, as he is on the Board of Directors for the South East Grey Community Health Center and did not participate in the discussion or voting of the item.

Mayor Woodbury relinquished the Chair at 10:21 AM.
Deputy Mayor Milne assumed the Chair.

No. 2021-613

Moved By Councillor Sherson

Seconded By Councillor Dobreen

Be it resolved that Council receive staff report CAO2021-071 as information; and

That Council approve the draft SEGCHC-Southgate Land Lease Agreement document as presented; and

That Council direct staff to send the draft SEGCHC-Southgate Land Lease Agreement document as presented to our lawyer for legal review; and

That Council consider approval of the final SEGCHC-Southgate Land Lease agreement approved and signed by SEGCHC through Southgate By-law at a future Council meeting.

Carried

Mayor Woodbury assumed the Chair at 10:23 AM.

9.5.2 CAO2021-074 Holstein Cemetery Board Use of Surplus Project Funds Request Report

No. 2021-614

Moved By Councillor Rice

Seconded By Councillor Frew

Be it resolved that Council receive Staff Report CAO2021-074 as information; and

That Council approve the request from the Holstein Cemetery Board to use the surplus committed Solar funds from the fencing project to support further planning and development costs to expand the site as the only Green Cemetery in Southgate.

Carried

9.5.3 CAO2021-075 2022 ROMA Delegation Request

No. 2021-615

Moved By Councillor Sherson

Seconded By Councillor Frew

Be it resolved that Council receive staff report CAO2021-075 as information; and

That Council provide staff with direction and feedback on applying for Minister delegation request(s) at the ROMA Conference in 2022.

Carried

9.5.4 CAO2021-073 Dundalk Olde Town Hall TTH Information Report

No. 2021-616

Moved By Councillor Shipston

Seconded By Councillor Sherson

Be it resolved that Council receive Staff Report CAO2021-073 as information; and

That Council provide direction and feedback to staff on the Team Town Hall's information provided on the Olde Town Hall building sale conditions report in this report, the proponent bid response and the October 4th, 2021 meeting with Team Town Hall and the proponent Wellington Capital Corporation; and

That Council direct staff to develop an agreement of terms for consideration with Wellington Capital Corporation to sell the Dundalk Olde Town Hall to the bidder; and

That Council direct staff to develop an agreement with Team Town Hall for consideration related to their financial and operation commitments to the Township of Southgate realizing it is a good will agreement without assurance compensation beyond the pledged fundraising and surplus operating funds they raise.

Carried

9.6 HR Coordinator Kayla Best

9.6.1 HR2021-028 – Finance and By-Law Administrative Assistant Position

No. 2021-617

Moved By Councillor Dobreen

Seconded By Councillor Shipston

Be it resolved that Council receive Staff Report HR2021-028 for information; and

That Council approve the draft job description for the Finance and By-Law Administrative Assistant; and

That Council direct staff to review and evaluate the draft job description for the Finance and By-Law Administrative Assistant through the Southgate Job Evaluation Committee for a recommended placement of the Employee Pay Grid; and

That Council direct staff to report back to the November

17th Council meeting with a report from the Job Evaluation Committee and the final version of the Finance and By-Law Administrative Assistant job description for approval.

Carried

**9.6.2 HR2021-029 Customer Service & Support Contract
Job Posting**

No. 2021-618

Moved By Councillor Sherson

Seconded By Councillor Frew

Be it resolved that Council receive Staff Report HR2021-029 for information; and

That Council approve the posting of a Customer Service and Support position as a one-year contract to fill an upcoming temporary vacancy; and

That Council approve an overlap of approximately one month for training.

Carried

9.7 Planner Clinton Stredwick

**9.7.1 PL2021-087 On Farm Diversified Uses and
Agricultural Related Uses**

No. 2021-619

Moved By Councillor Rice

Seconded By Deputy Mayor Milne

Be it resolved that Council receive Staff Report PL2021-087 for information; and

That Council direct staff to work with the consultant to draft policy in the new official plan to exempt agricultural related and on farm diversified uses from the zoning by-law amendment process.

Carried

9.7.2 PL2021-091- SP16-21 Manassa Martin

No. 2021-620

Moved By Councillor Dobreen

Seconded By Councillor Frew

Be it resolved that Council receive Staff Report PL2021-091 for information; and

That Council consider approval of By-law 2021-163 authorizing the entering into a Site Plan Agreement.

Carried

9.7.3 By-law 2021-163 Site Plan Agreement 16-21 Manassa and Mary Martin

Mayor Woodbury requested a recorded vote on the main motion.

No. 2021-621

Moved By Councillor Sherson

Seconded By Councillor Rice

Be it resolved that by-law number 2021-163 being a by-law to authorize the execution of a Site Plan Control Agreement be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

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

Carried (7 to 0)

10. By-laws and Motions

10.1 By-law 2021-162 - Road Widening - B2-21 - Gerry and Anne McNalty

Mayor Woodbury requested a recorded vote on the main motion.

No. 2021-622

Moved By Councillor Dobreen

Seconded By Deputy Mayor Milne

Be it resolved that by-law number 2021-162 being a by-law to establish a highway in the former Township of Proton (Consent file B2-21) 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)

11. Notice of Motion

None.

12. Consent Items

12.1 Regular Business (for information)

No. 2021-623

Moved By Councillor Frew

Seconded By Councillor Shipston

Be it resolved that Council approve the items on the Regular Business consent agenda dated November 3, 2021 and direct staff to proceed with all necessary administrative actions.

Carried

12.1.1 FIN2021-032 Financial Report – September 2021

12.1.2 FIN2021-033 2022 Ontario Municipal Partnership Fund

12.1.3 CL2021-030 – 2022 Municipal Elections Internet and Telephone Voting Request for Proposals

12.1.4 PW2021-050 Department Report

12.2 Correspondence (for information)

No. 2021-624

Moved By Councillor Rice

Seconded By Councillor Shipston

Be it resolved that Council receive the items on the Correspondence consent agenda dated November 3, 2021 as information.

Carried

12.2.1 Office of the Fire Marshal - CEMC Publication Letter - received October 12, 2021

12.2.2 Saugeen Valley Children's Safety Village - Fire Service Involvement in Safety Village - received October 15, 2021

12.2.3 MMAH-Enhanced COVID-19 Vaccine Certificate QR Cord and Verify Ontario App - received October 19, 2021

12.2.4 Grey Bruce Public Health - COVID-19 Vaccine Certificate QR Code and Verify Ontario App - received October 20, 2021

12.2.5 GRCA - 2022 General Membership Meeting Calendar - received October 22, 2021

12.2.6 GRCA - Summary of General Meeting Summary - received October 22, 2021

12.2.7 LAS Natural Gas Program Price Announcement Nov 2021- Oct 2022 Term - received October 25, 2021

12.2.8 2020 Annual Report on the Canada Community Building Fund - Part 1

12.3 Resolutions of Other Municipalities (for information)

No. 2021-625

Moved By Councillor Sherson

Seconded By Councillor Frew

Be it resolved that Council receive the items on the Resolutions of other Municipalities consent agenda dated November 3, 2021 as information.

Carried

12.3.1 City of Vaughn - Endorsing National Teen Driver Safety Week - received October 19, 2021

12.3.2 Municipality of Grey Highlands - County of Grey DC Charges Study Resolution - received October 25, 2021

12.3.3 Port Colborne - Renovictions Support Resolution - received October 26, 2021

12.4 Closed Session (for information)

None.

13. County Report

Deputy Mayor Milne shared highlights from the most recent County Council meeting. More information can be viewed [here](#).

14. Members Privilege - Good News & Celebrations

Councillor Dobreen mentioned about the new after-hours by-law enforcement dedicated phone number that is now available on the website for members of the public to use.

Council discussed the upcoming Santa Claus Parade events in both Dundalk and Holstein that Council participates in yearly.

Deputy Mayor Milne said that the Remembrance Day celebration in Holstein is being held on Sunday November 7th at 2:00 PM at the Holstein Cenotaph. Mayor Woodbury commented that Dundalk is not doing a formal event this year.

CAO Milliner announced two upcoming vaccine clinics that are being held at the MacIntyre Building in Dundalk. The dates will be advertised by the Grey Bruce Public Health Unit and the Township closer to the dates.

Councillor Dobreen moved the following motion.

No. 2021-626

Moved By Councillor Dobreen

Seconded By Councillor Sherson

Be it resolved that Council proceed past noon.

Carried

15. Closed Meeting

Council agreed to add "Personal Matters about an Identifiable Individual" to the list of reasons to go into Closed Session for the subject matter listed.

No. 2021-627

Moved By Councillor Dobreen

Seconded By Councillor Shipston

Be it resolved that Council proceed into closed session at 11:35 AM in order to address matters relating to Personal Matters about an Identifiable Individual and Litigation or Potential Litigation (Subject: Decision to Appeal recent Court Decision - Verbal Report); and **That** Clerk Lindsey Green and CAO Dave Milliner remain in attendance.

Carried

Council recessed at 11:35 AM and returned at 11:41 AM.

No. 2021-628

Moved By Councillor Sherson

Seconded By Councillor Rice

Be it resolved that Council come out of Closed Session at 1:21 PM.

Carried

Council recessed at 1:21 PM and returned at 1:23 PM.

15.1 Litigation or Potential Litigation (Subject: Decision to Appeal recent Court Decision - Verbal Report)

No. 2021-629

Moved By Councillor Dobreen

Seconded By Deputy Mayor Milne

Be it resolved that Council receive the verbal report regarding a decision to appeal a recent court decision as information; and **That** Council direct staff to arrange a special meeting in Closed Session with the Township Solicitor as soon as possible to review the recent court decision.

Carried

16. Confirming By-law

Mayor Woodbury requested a recorded vote on the main motion.

No. 2021-630

Moved By Councillor Rice

Seconded By Councillor Sherson

Be it resolved that by-law number 2021-165 being a by-law to confirm the proceedings of the Council of the Corporation of the Township of Southgate at its regular meeting held on November 3, 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)

17. Adjournment

No. 2021-631

Moved By Deputy Mayor Milne

Be it resolved that Council adjourn the meeting at 1:25 PM.

Carried

Mayor John Woodbury

Clerk Lindsey Green



Township of Southgate

Minutes of Special Council Meeting

November 10, 2021

9 AM

Electronic Participation

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

Staff Present: Dave Milliner, Chief Administrative Officer
Lindsey Green, Clerk
Jim Ellis, Public Works Manager
William Gott, Treasurer
Bev Fisher, Chief Building Official
Kevin Green, Facilities Manager
Lacy Russell, Librarian CEO
Derek Malynyk, Fire Chief
Terri Murphy, Economic Development Officer
Clinton Stredwick, Planner
Kayla Best, HR Coordinator
Elisha Milne, Legislative Assistant
Holly Malynyk, Customer Service and Support

1. Electronic Access Information

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

2. Call to Order

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

3. Confirmation of Agenda

No. 2021-632

Moved By Deputy Mayor Milne

Seconded By Councillor Sherson

Be it resolved that Council confirm the agenda as amended.

Carried

4. Declaration of Pecuniary Interest

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

5. Closed Session

No. 2021-633

Moved By Councillor Dobreen

Seconded By Councillor Rice

Be it resolved that Council proceed into Closed Session at 9:01 AM in order to address matters related to Advice that is Subject to Solicitor-Client Privilege and Personal Matters about an Identifiable Individual (Subject: Recent Court Decision - Verbal Discussion with Township Solicitor); and

That Clerk Lindsey Green, CAO Dave Milliner and Sabatina Vassalli of Agro Zaffiro LLP remain in attendance.

Carried

Council recessed at 9:01 AM and returned to the meeting at 9:11 AM.

Councillor Frew joined the meeting at 9:18 AM.

Councillor Dobreen moved the following motion.

No. 2021-634

Moved By Councillor Dobreen

Seconded By Councillor Rice

Be it resolved that Council direct CAO Dave Milliner to exit the Closed Session meeting.

Carried

CAO Dave Milliner left the Closed Session meeting at 10:13 AM.

No. 2021-635

Moved By Deputy Mayor Milne

Seconded By Councillor Rice

Be it resolved that Council come out of Closed Session at 10:45 AM.

Carried

Council recessed at 10:45 AM and returned at 10:54 AM.

5.1 Advice that is Subject to Solicitor-Client Privilege and Personal Matters about an Identifiable Individual (Subject: Recent Court Decision - Verbal Discussion with Township Solicitor)

No. 2021-636

Moved By Councillor Shipston

Seconded By Deputy Mayor Milne

Be it resolved that Council receive the verbal discussion with the Township Solicitor regarding a recent court decision as information.

Carried

6. Committee of the Whole

6.1 Resolve into Committee of the Whole

No. 2021-637

Moved By Councillor Rice

Seconded By Councillor Frew

Be it resolved that Council recess the Special Council meeting at 10:55 AM and move into the Committee of the Whole meeting to allow for fuller discussion regarding the 2022 Budget and Township of Southgate Official Plan.

Carried

6.2 Appointment of Chair

No. 2021-638

Moved By Deputy Mayor Milne

Seconded By Councillor Shipston

Be it resolved that the Committee appoint Mayor Woodbury as Chair of the Committee of the Whole meeting on November 10, 2021.

Carried

7. Reports of Municipal Officers

7.1 Treasurer William Gott

7.1.1 FIN2021-034 2022 Budget

Councillor Shipston moved the following motion.

No. 2021-639

Moved By Councillor Shipston

Seconded By Councillor Dobreen

Be it resolved that the Committee proceed past noon.

Carried

No. 2021-640

Moved By Councillor Dobreen

Seconded By Councillor Shipston

Be it resolved that Committee of the Whole receive Staff Report FIN2021-034 - 2022 Budget as information; and

That the Committee of the Whole recommend that Council receive Staff Report FIN2021-034 - 2022 Budget as information.

Carried

7.2 Public Works Manager Jim Ellis

7.2.1 PW2021-051 Bridge Inspection Report 2021

No. 2021-641

Moved By Councillor Frew

Seconded By Councillor Shipston

Be it resolved that the Committee of the Whole receive Staff Report PW2021-051 for information; and

That the Committee of the Whole recommend to Council that Staff Report PW2021-051 be received for information.

Carried

7.2.2 PW2021-054 Southgate Roads & Bridges Rational & Data

No. 2021-642

Moved By Deputy Mayor Milne

Seconded By Councillor Sherson

Be it resolved that the Committee of the Whole receive Staff Report PW2021-054 for information; and

That the Committee of the Whole recommend to Council that Staff Report PW2021-054 be received for information.

Carried

7.3 SVCA Correspondence - First Batch of Regulations under the Conservation Authorities Act

No. 2021-643

Moved By Councillor Shipston

Seconded By Councillor Dobreen

Be it resolved that the Committee of the Whole receive the SVCA Correspondence regarding the regulations under the Conservation Authorities Act as information; and
That the Committee recommend that Council receive the correspondence as information.

Carried

Council recessed at 12:37 PM for lunch and returned at 1:10 PM.

7.4 Draft Official Plan Presentation - Ron Davidson, Land Use Planning Consultant Inc.

No. 2021-644

Moved By Councillor Dobreen

Seconded By Deputy Mayor Milne

Be it resolved that the Committee of the Whole receive the Draft Official Plan Presentation as information; and
That the Committee of the Whole recommend that Council receive the Draft Official Plan Presentation as information.

Carried

Electronic connection was lost for all attendees at 1:19 PM and was re-established at 1:23 PM. The meeting recessed, then continued at 1:23 PM.

8. Resolve back to Council

No. 2021-645

Moved By Councillor Sherson

Seconded By Deputy Mayor Milne

Be it resolved that the Committee resolve back to the Special Council meeting at 2:49 PM.

Carried

9. Motions Resulting from Committee of the Whole

9.1 Staff Report FIN2021-034 - 2022 Budget

No. 2021-646

Moved By Councillor Dobreen

Seconded By Councillor Rice

Be it resolved that Council receive Staff Report FIN2021-034 - 2022 Budget for information.

Carried

9.2 Staff Report PW2021-051 Bridge Inspection Report 2021

No. 2021-647

Moved By Deputy Mayor Milne

Seconded By Councillor Frew

Be it resolved that Council receive Staff Report PW2021-051 Bridge Inspection Report 2021 for information.

Carried

9.3 Staff Report PW2021-054 Southgate Roads and Bridges Rational and Data

No. 2021-648

Moved By Councillor Sherson

Seconded By Councillor Shipston

Be it resolved that Council received Staff Report 2021-054 Southgate Roads and Bridges Rational and Data for information.

Carried

9.4 SVCA Correspondence - First Batch of Regulations under the Conservation Authorities Act

No. 2021-649

Moved By Councillor Dobreen

Seconded By Councillor Rice

Be it resolved that Council receive the SVCA Correspondence regarding the regulations under the Conservation Authorities Act as information.

Carried

9.5 Draft Official Plan Presentation - Ron Davidson, Land Use Planning Consultant Inc.

No. 2021-650

Moved By Councillor Sherson

Seconded By Councillor Frew

Be it resolved that Council receive the Draft Official Plan presentation as information.

Carried

10. Confirming By-law

Mayor Woodbury requested a recorded vote on the main motion.

No. 2021-651

Moved By Deputy Mayor Milne

Seconded By Councillor Rice

Be it resolved that by-law number 2021-167 being a by-law to confirm the proceedings of the Council of the Corporation of the Township of Southgate at its special meeting held on November 10, 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)

11. Adjournment

No. 2021-652

Moved By Deputy Mayor Milne

Be it resolved that Council adjourn the meeting at 2:52 PM.

Carried

Mayor John Woodbury

Clerk Lindsey Green

Township of Southgate

Administration Office

185667 Grey Road 9, RR 1

Dundalk, ON N0C 1B0

Phone: 519-923-2110

Toll Free: 1-888-560-6607

Fax: 519-923-9262

Web: www.southgate.ca

Staff Report CAO2021-078

Title of Report: Sale of the Dundalk Olde Town Hall Building and Team Town Hall Discussions Report

Department: Administration

Council Date: November 17, 2021

Council Recommendation:

Be it resolved that Council receive Staff Report CAO2021-078 as information; and

That pursuant to Section 20.1 of the Procedural By-law, Council allows for presentations, discussions and questions with Team Town Hall and Wellington Capital Corporation representatives as part of this staff report; and

That Council provide direction to staff on Team Town Hall and Wellington Capital Corporation discussions related to the Olde Town Hall property sale and building at the November 17th, 2021 meeting to support the development of draft agreements with the parties.

Background:

The CAO provided staff report CAO2021-069 at the October 20, 2021 Council meeting as an update of a recent meeting held on October 7th, 2021 at the Macintyre Building with Team Town Hall (TTH), the proponent Ray Stanton representing Wellington Capital Corporation (WCC) and Southgate staff.

Staff then presented staff report CAO2021-073 titled, Sale of the Dundalk Olde Town Hall Building and Team Town Hall Information Report. That report also requested that staff invite TTH to provide a presentation and also have WCC attend Council at the November 17, 2021 Council meeting to provide answers to the Township's unanswered questions. Council then approved the following resolution as a result of that report:

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

Be it resolved that Council receive Staff Report CAO2021-073 as information; and

That Council provide direction and feedback to staff on the Team Town Hall's information provided on the Olde Town Hall building sale conditions report in this report, the proponent bid response and the October 4th, 2021 meeting with Team Town Hall and the proponent Wellington Capital Corporation; and

That Council direct staff to develop an agreement of terms for consideration with Wellington Capital Corporation to sell the Dundalk Olde Town Hall to the bidder; and

That Council direct staff to develop an agreement with Team Town Hall for consideration related to their financial and operation commitments to the Township of Southgate realizing it is a good will agreement without assurance compensation beyond the pledged fundraising and surplus operating funds they raise.

Carried No. 2021-616

Staff Comments:

The intent of this staff report at this Council meeting is to bring together Team Town Hall (TTH), Wellington Capital Corporation (WCC) and the Township of Southgate Council and staff together to discuss the sale and future of the Dundalk Olde Town Hall.

The following questions were posed to TTH and responses and information was provided by TTH at our last meeting. I provide these same questions in case:

1. TTH's list of community partners and their level of commitment related to cultural space use in days/hours and financial contribution (donation and rental).
2. TTH's dollar amount of fund raising you received in your account?
3. TTH's dollar amount of fund raising you have in financial commitments to date?
4. TTH's fund raising goal over the next 12 months to demonstrate community and regional support?
5. TTH's fund raising goals on an annual basis going forward to support capital projects in future years?
6. TTH's fund raising goals or financial plan be on an annual basis to pay for operational costs going forward in future years to the future building owner?
7. TTH's fund raising goals on an annual basis to support the municipal property lease monthly payment required agreement commitments to the building owner?
8. TTH statement in the role they will play related to the daily operations of the cultural space as the overall operational plan for the space.
9. TTH statement in relation to the expectation of the municipality's role of Township staff to support and administer the operations of the cultural space in the Olde Town Hall.
10. TTH commitment, statement and/or evidence justification related to sustaining their 20-year agreement and financial contributions to ensure cultural events continue over this time horizon.
11. Provide your most recent annual financial plan that shows the cultural space revenues and operating cost projections.
12. If TTH realizes a profit on an annual basis where would those profits be directed? Are the profits planned to go to be set aside for future capital

reserves or to offset the municipal monthly payment commitments to the owner of the property?

13. Provide an annual events plan by month of the type of event that would be held over a calendar year to demonstrate the use of the facility and the organizer of each event.

14. Other information that you would believe is important to support your plan.

Staff suggest that the Township should receive additional information and commitments from Team Town Hall related to the following:

1. Agreements with community partners on actual annual event commitments beyond a reference letter, to demonstrate a level of participation by the community groups actually pledging their involvement and support of the cultural space through use commitments.
2. To present short term (3 years) and the future long term sustainability plans (4 to 20 years). Financial projection plans to source funding to support the annual cultural space capital budgeting projections for the required building upgrade projects that aligns with past reports and studies. These plans should identify building upgrade projects and the financial requirement. If necessary, staff could work with TTH to provide a 10 and 20 year budget plan.

The Township has received the following information included in past reports:

- Team Town Hall's Projected Budget for the Dundalk Olde Town Hall Upgrades
- Team Town Hall's Dundalk Olde Town Hall Use Report
- Team Town Hall's Dundalk Olde Town Hall Annual Operating Budget Projections
- Team Town Hall's Dundalk Olde Town Hall - Cooperators Insurance Report
- Team Town Hall's Dundalk Olde Town Hall - Operating Budget as a comparison from Norgan Theatre, Minto, ON

Financial Impact or Long-Term Implications

There is no financial impact to the 2021 Budget to the municipality that will impact ratepayer taxation at the present time.

If we proceed with the sale of the Dundalk Olde Town Hall, the Township will need to consider in the 2022 budget providing the allocation of funding for the one-time payment.

In addition, in 2022 a payment plan as part of an agreement with WCC and for up to 6 months of payments to WCC for the buildings cultural use when operations begin and thereafter monthly payments going forward.

Communications & Community Action Plan Impact:

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

Goal 4 - Adequate and Efficient Public Facilities

Action 4:

The residents and businesses of Southgate expect the Township to plan and adequately provide for public facilities for gatherings, recreation and doing business with the Township, while recognizing at the same time that facility needs can change with age and a changing population.

Strategic Initiatives 4-B (2019-2023):

The Township will have made a decision on the future viability or uses of the Olde Town Hall, and taken action accordingly.

Concluding Comments

1. That Council receive staff report CAO2021-078 as information.
2. That Council as part of this report provide comments, discussion with and ask questions of Team Town Hall and Wellington Capital Corporation proposals.
3. Staff have included a copy of the Wellington Capital Corporation original RFP proposal submitted to the Township as Attachment #1 as part of this report.

Respectfully Submitted,

CAO approval: Original Signed By

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

Attachments:

- Attachment 1 – Wellington Capital Corporation Request for Proposals submission



Request for Proposal - Township of Southgate Dundalk Olde Town Hall Property Sale

Prepared by: Ray Stanton
Wellington Capital Corp.
5405 Eglinton Ave., Suite 214
Toronto, ON M9C 5K6

Submitted to: Township of Southgate
185667 Grey Road 9
Dundalk, ON N0C 1B0

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

Attention: Dundalk Olde Town Hall Building Sale Request for Proposals

Dear Mr. Milliner,

Please accept our formal response to the Township of Southgate Dundalk Olde Town Hall Building Sale Request for Proposals.

Founded in London, Ontario in 1998, the Wellington Capital Corp. family of companies are Canadian owned and operated, and strives to provide quality, affordable accommodations to Ontario residents and businesses. Originally a student housing development company, Wellington Capital Corp. has since diversified its portfolio to also include a variety of private and commercial development projects. We have managed the construction of well over one million square feet of residential rental space, and has never missed a scheduled opening date.

We recognize the importance of the Dundalk Olde Town Hall Building to the area, and we trust that you will find our response clearly demonstrates our commitment to the Township and community of Southgate.

Sincerely,

Ray Stanton
President
Wellington Capital Corp.

Schedule F

Bidder Conflict of Interest Declaration

Please check the appropriate response:



I/we hereby confirm that there is not nor was there any actual or perceived conflict of interest in our Tender submission.

OR

The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our, or our Company's tender submission or the contractual obligations under the Agreement.

List Situations:

Not applicable

In making this submission, our or our Company has / has no (*strike out inapplicable portion*) knowledge of or the ability to avail ourselves of confidential information of the Township (other than confidential information which may have been disclosed by the Township in the normal course of the tender process) and the confidential information was relevant to the Work/Services, their pricing or tender evaluation process.

Dated at Thursday this 18th day of February, 2021

Firm Name (if applicable): Wellington Capital Corp.

Name of Bidder or Authorization Official: Ray Stanton

Title (if applicable): President

Signature:

Schedule G

Bidders Proposal Response Form

The bidder's proposal should provide a detailed description, definition and/or response to the following questions if you were selected as the successful proposal through this RFP process:

1. (a) What is your own intended business use(s) of the Dundalk Olde Town Hall?

This historical building has been an important part of the Dundalk community since 1905. Our intention is to preserve its Heritage designation, and to work collaboratively with the town in determining its best use going forward. In addition, although engineering reports have suggested that renovating the theatre space is not feasible at this time, should we be the successful proponent, we would like to revisit this opportunity. This space represents a significant piece of history in Dundalk, and has served as a gathering place for over a hundred years, so if preservation is viable, we would entertain how we could partner with the Town and determine best use.

(b) What is the name of the present operating business or a new enterprise that you would be locating in the Dundalk Olde Town Hall?

The ownership group would lease some of the space to the Dundalk Herald, and we would likely relocate this newspaper's operation to a portion of the main floor of this building. The balance of the building would be leased to allow a community group to run the theatre and occupy a portion of the main floor.

(c) What areas of the Dundalk Olde Town Hall would you be using for your business operations?

Should we be the successful proponent, we would need to determine how much space is required to operate our newspaper's offices on the main floor of the building.

2. (a) What is your bid proposals interest and commitment to work with and make space available in the Dundalk Olde Town Hall building to community groups for culture and public use(s)?

We have been working with the Team Town Hall group over the past month on a lease arrangement that would allow them to occupy a portion of the main floor and the second floor theatre for 20 years.

(b) What areas of the Dundalk Olde Town Hall that would be made available for community uses for public gatherings and cultural events?

Please see 2(a).

3. (a) Describe your interest and commitment in creating partnerships with community groups in relation to investments in theatre space of the Dundalk Olde Town Hall?

Please see 2(a).

- (b) Describe the proposals expectation in a partnership with the Township of Southgate in relation to investments in theatre space of the Dundalk Olde Town Hall?

We would hope the Township of Southgate would sign a 20 year lease for their second floor theatre and a portion of the main floor, and they would sublease that space to the community group at similar terms and conditions. It would be our expectation the Township/community group would pay \$3,000/month in net rent (plus annual CPI increases), plus their proportionate share of the operating costs for the building.

In addition to this, the bidder would hope that the Township would contribute the expected demolition costs of the building to the bidder as a one time, up front contribution to the capital costs of restoring the building and bringing it up to current building standards.

4. Bidder's statement in what you as the bidder would describe as your preferred relationship between Community Groups and the Township of Southgate in relation to your proposal answer in Question #3?

Please see 3(a) and 3(b).

5. Statement on space the bidder is making available for community cultural events and meetings in the Theatre area and first floor of the building for public uses during the business day, evenings and on weekends?

The community group will control a portion of the main floor and it will be up to the community group to make available such space.

6. Statement as to capital investments projects the bidder would commit to complete to the Dundalk Olde Town Hall building externally and internally in:

- (a) The first 3 years; To be determined after our own building assessment.
- (b) 3 to 5 years horizon; To be determined after our own building assessment.
- (c) 6 to 10 years; To be determined after our own building assessment.

7. Project capital investments expected by the bidder's proposal in the community use building spaces of the Dundalk Olde Town Hall building where Community Groups and the Municipal partnerships would be expected to complete or participate in the cost of the project(s) over the next 5 years?

This will be determined by our own building assessment.

8. Bidder's property purchase price offered for the land and building as is.

The bidder proposes a purchase price of \$1,000.

I have reviewed my bid proposal and have identified any proprietary or confidential information contained in this RFP Tender submission in writing so that it is clearly identified and described for the Township of Southgate. This information will be redacted by the Clerk's Department prior to be released to the public if properly identified.

Bidders Acknowledgement

Disclaimer Statement and Sale Commitment Acknowledgement:

The Township makes no representation regarding the title to, crown interests or any other matters relating to the lands to be sold. Responsibility for ascertaining these matters rests with the potential bidder(s).

The Successful proponent will be required to pay all costs incurred or required to acquire the subject property, and other costs to transfer the property into his/her name, however, the Township of Southgate will provide all available reports on the property, at the Proponents request.

For further information regarding this opportunity, for a copy of the RFP documents, and a copy of the prescribed Form of Tender, please visit the Township's website at:

<https://www.southgate.ca/en/current-opportunities/tenders-and-rfps.aspx>

or contact:

Dave Milliner – CAO Township of Southgate @ 519-375-0122

Proposals are to be submitted in sealed envelopes marked as follows, and delivered to the address below:

Township of Southgate

Attention: Dundalk Olde Town Hall Building Sale Request for Proposals
185667 Grey Road 9
Dundalk, ON N0C 1B0

The closing date of the submission of Proposal will be at:

February 22nd, 2021 @ 2:00 pm

Proponent/Bidder Approval of their Proposal Submission

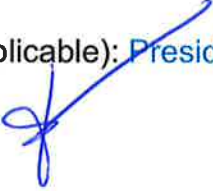
Dated at Thursday this 18th day of February, 2021

Firm Name (if applicable): Wellington Capital Corp.

Name of Bidder or Authorization Official: Ray Stanton

Title (if applicable): President

Signature:



Township of Southgate

Administration Office

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

Phone: 519-923-2110

Toll Free: 1-888-560-6607

Fax: 519-923-9262

Web: www.southgate.ca

Staff Report CAO2020-076

Title of Report: Melancthon Land Annexation & Boundary Adjustment for Development Discussion Report

Department: Administration

Council Date: November 17, 2021

Council Recommendation:

Be it resolved that Council receive Staff Report CAO2021-076 as information; and

That Council direct the Mayor and the CAO to continue to work with and meet with Township of Melancthon Mayor and CAO to deal with the Flato Developments request for annexation of lands; and

That Council direct staff to develop a draft Boundary Adjustment Agreement for consideration by the County of Dufferin, the County of Grey, the Township of Melancthon and the Township of Southgate.

Background:

Flato Developments has advised the Township of Southgate that they have purchased 250 acres of land in the Township of Melancthon. Flato Developments' Shakir Rematullah has informed Melancthon Mayor White of his plan to develop property in his Township.

Since then Flato, Southgate Mayor and CAO has since met virtually with Melancthon Mayor and CAO with good discussions and commitments to engage in Council discussions related to boundary adjustments. What will be required is a 4-way agreement executed by the 2 County and 2 Township entities.

Staff Comments:

Some of the issues of annexation and executing a Boundary Adjustment Agreement is related to who has the municipal urban capacity to provide water servicing, water production, wastewater servicing and wastewater treatment infrastructure.

Water operations requires a critical mass of users to share operational costs, capital asset planning to sustain fire flows, water storage infrastructure and operational redundancy of multiple production wells. Wastewater also requires a sufficient number of users to share operational costs, the capital expansion funding for treatment plant capacity, with the plant assets lagoon ponds, aeration cells, filter plant and treatment to deal with residential discharge/plant influent to meet Ministry Environmental Compliance Approval for discharge parameters and access to a receiver stream adequate to accept treated effluent flows.

The considerations that can make up an Annexation or Boundary Adjustment Agreement is based on the transfer of the existing land responsibility, road assets

and the municipal assets services that are associated with the lands. Some of the conditions that could be part of, or options of the municipal discussions and negotiations of an agreement are the following:

- Covering all direct costs of the annexation paid for by the benefitting municipality/county; and
- Tax compensation for lost revenues for a set period of time based on the taxation on the annexation date; and
- Shared tax revenues for the new development on the annexed lands based on a percentage of the tax increases realized from construction growth; and
- One-time payments between municipalities based on each new residential building permit issued in the expansion lands; and/or
- Purchase of infrastructure at market value can be a consideration.

Southgate staff have a meeting scheduled with Grey County and Southgate Planning staff to discuss the Melancthon properties that Flato Developments have purchased for annexation and future servicing/development. We envision a Memorandum of Understanding will likely be required with 4 partners being involved in the discussions. Southgate Mayor and staff will also continue discussions with the Township of Melancthon to develop a process and annexation agreement that is fair to all parties and serves the purpose of appropriate future planning and development.

Financial Impact or Long-Term Implications

There is no financial impact to the municipality as a result of this report in the 2021 budget other than staff time to develop the agreement. In 2022 we will likely require legal review of an Annexation-Boundary Adjustment Agreement. Any fees related to this project would be growth related and captured in a Development Agreement with Flato Developers being assessed any costs Southgate or Melancthon would incur related agreement legal review.

The basis of an Annexation and Boundary Adjustment to deal with transition issues and compensation for future taxation losses is a 10 year agreement that shares the increased taxes realized from the development of the annexed property.

All servicing costs to cross Hwy #10 and extend services out into Melancthon Township would be the cost of the developer.

Communications & Community Action Plan Impact:

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

Goal 1 - Attracting New and Supporting Existing Businesses and Farms

Action 1: The residents and businesses of Southgate envision a growing and diverse local economy, which respects our agricultural background while also

attracting new businesses and new employment opportunities in keeping with the renewed growth of our population.

Concluding Comments

1. That Council receive staff report CAO2021-076 as information.
2. That Southgate staff work with County Planning department to develop a process and define the roles of Grey County and the Township of Southgate to discuss and work with the County of Dufferin and Township of Melancthon in the creation of Memorandum of Understanding (MOU) as the framework for a boundary adjustment agreement.
3. That Council authorize Mayor Woodbury and Southgate's CAO to continue discussions and the creation of an agreement for a boundary adjustment to annex land for municipal servicing and development by Flato to satisfy all the parties.
4. That the Mayor and CAO keep Southgate Council informed as milestones such as a MOU are determined and the framework of an agreement is established for discussion purposes.

Respectfully Submitted,

CAO approval: Original Signed By

Dave Milliner – CAO

dmilliner@southgate.ca

923-2110 x210

Township of Southgate

Administration Office

185667 Grey Road 9, RR 1

Dundalk, ON N0C 1B0

Phone: 519-923-2110

Toll Free: 1-888-560-6607

Fax: 519-923-9262

Web: www.southgate.ca

Staff Report CAO 2021-077

Title of Report: 2022 By-law Enforcement Recommendation Report

Department: Administration

Council Date: November 17, 2021

Council Recommendation:

Be it resolved that Council receive staff report CAO2021-077 as information; and

That Council approve the recommendations in this report to consider in the 2022 operating budget to increase the staffing with a dedicated staff member to enforce Southgate's By-law, to deal with the increased complaints we are receiving, the public demand for resolution and sustained compliance; and

That Council direct staff to create a By-Law Enforcement job description to review at Job Evaluation Committee and provide a recommendation on the Southgate employee pay grid.

Background:

Township staff have been working on property standards, zoning compliance, support building without a permit violations and other by-law enforcement complaint issues without catching up. COVID-19 has added to the number of By-law Enforcement complaints received with some that comply when placed on notice and most require multiple contacts, orders and court decisions. An issue that has placed increase challenges and effort requirement on our By-law Enforcement staff is Police will not get involved in by-law matters unless our staff have a concern with personal safety during property visits of compliance forced action. The Courts also took a pause on service delivery during COVID and at one point they refocused Judges to deal with the criminal case backlog only.

The Township deals with a broad range of By-law Enforcement complaints that are received through the complainant filling out the Complaint Form - General (Attachment #1) or the Complaint Form - Property Standards (Attachment #2) attached. The third complaint form we use is for Landlord/Tenant Complaint Form to deal with inspection/compliance of building issues under the Landlord Tenant Act, is also attached to this staff report as Attachment #3.

Staff have created the Standard Operating Procedure (SOP) for the By-law Enforcement processes and forms to document. The document lays out the steps to follow to deal with complaints and to gain compliance, if a concern received is warranted based on an initial inspection and investigation.

When an Order to Comply does not resolve the matter with full compliance, By-law Enforcement have little option but to proceed with a Court Summons to seek resolution through the Courts and staff issue the summons to appear to the property owner.

Staff Comments:

At the present time we are seeing an increase in the demand for by-law enforcement and building inspection services. The demand for building services has increased to review building application & plans review, issuing of the permits, collection of permit & development charges fees and the number of building inspections has increased substantially with our residential and industrial growth requiring multiple inspections. Because of mandated timelines in the Building Code and the Building Act to review plans, issue permits and complete timely inspections to support construction progress, effort in the building department takes priority. By-law enforcement takes second position when time is available. The following data shows the increase in service demand over the last 4 years:

Department Activity	2018 (GH & SD Data)	2019	2020	Year to Date Oct/2021
Building Permits issued	265	433	462	422 (506 ETF)
Building Inspections		1,190	1,963	1,989 ETF (Nov. 5/21 - 1,683)
By-law Complaints Received	25	50	36	116
By-law Complaints Closed	33	28	47	9

The data above shows that year over year our demand for building inspection and by-law enforcement services have increased. The complaints we receive are about neighbour concerns, COVID lawlessness and a societal lack a tolerance of non-compliance. Staff recommend that we need to provide funding to support fulltime By-law Enforcement Officer position as a dedicated and focused municipal service to support the following departments and issues:

- Building department to support building without a permit violations through compliance and organize court proceeding as required;
- Canine Control Officer to manage enforcement of muzzle orders and dangerous dogs compliance;
- Fire Department for burning without a permit, fireworks non-compliance, etc.;
- Planning for zoning violations and enforcement;

- Public Works Roads for parking ticketing and violations;
- Public Works Waste for illegal dumping complaints & investigations; and
- By-law issues related to Property Standards, Noise exemptions and infractions, managing importing of fill applications & Fill By-law compliance and monitoring, etc.

Financial Impact or Long Term Implications

The financial impact of this report is the additional operating costs for a fulltime dedicated By-law staff person, allocation of increased legal and court costs in the 2022 budget to increase the compliance of files.

Southgate By-law fees & charges for penalties and some application fees related monitoring fill operations, etc. should be reviewed or considered to reach cost recovery of Southgate enforcement and protection services to minimize the burden of those ratepayers that are compliant.

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 staff provide a 2022 budget that provides financial support in the By-law Enforcement for a dedicated fulltime By-law Enforcement Officer.
3. That Council members and staff direct anyone wishing to file a By-law Enforcement complaint to use the attached forms on our website to communicate their concerns officially in writing.

Respectfully Submitted,

CAO approval: Original Signed By
Dave Milliner – CAO
dmilliner@southgate.ca
519-923-2110 x210

CBO approval: Original Signed By
Bev Fisher - CBO
bfisher@southgate.ca
519-379-6034

Attachments:

- Attachment #1 – Complaint Form - General
- Attachment #2 – Complaint Form - Property Standards
- Attachment #3 – Landlord/Tenant Complaint Form

Township of Southgate

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



Phone: 519-923-2110
Toll Free: 1-888-560-6607
Fax: 519-923-9262

Complaint Form - General

Your Information - Mandatory (Name held in confidence pursuant to the Municipal Freedom of Information and Protection of Privacy Act –MFIPPA)			
Name, email address			
Address			
Phone number(s)			
Have you discussed your concerns with the property owner?			No
			Yes
Contact was made:	Verbally	in writing	Date of Contact:

Location of Complaint (Provide Address)	
---	--

I have concerns relating to the following issue (s):	
Maintenance of lands (long grass/weeds, accumulation of debris)	
Noise Control (loud music/equipment, construction machinery, etc.)	
Zoning (second residential unit, business operation, commercial vehicle parking)	
Safety Concerns (pool without fence and/or self closing gate, etc.)	
Stagnant Water (debris holding water, etc.)	
Parking Offences (parking over sidewalk, parking on lawn)	
Lawn Watering (watering lawn on restricted or banned dates)	
Dog Control (licensing, excessive barking, dog at large)	
Other:	
Outline your concerns:	

Township of Southgate

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



Phone: 519-923-2110
Toll Free: 1-888-560-6607
Fax: 519-923-9262

Complaint Form

Your Information - Mandatory (Name held in confidence pursuant to the Municipal Freedom of Information and Protection of Privacy Act –MFIPPA)			
Name, email address			
Address			
Phone number(s)			
Have you discussed your concerns with the property owner?			No
Contact was made:	Verbally	in writing	Date of Contact:

Location of Complaint (Provide Address)	
---	--

I have concerns relating to the following issue (s):	
Maintenance of lands (long grass/weeds, accumulation of debris)	
Noise Control (loud music/equipment, construction machinery, etc.)	
Zoning (second residential unit, business operation, commercial vehicle parking)	
Safety Concerns (pool without fence and/or self closing gate, etc.)	
Stagnant Water (debris holding water, etc.)	
Parking Offences (parking over sidewalk, parking on lawn)	
Lawn Watering (watering lawn on restricted or banned dates)	
Dog Control (licensing, excessive barking, dog at large)	
Other:	
Outline your concerns:	

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



Attachment #3

Phone: 519-923-2110
Toll Free: 1-888-560-6607
Fax: 519-923-9262

Landlord/Tenant Complaint Form

Your Information - Mandatory (Name held in confidence pursuant to the Municipal Freedom of Information and Protection of Privacy Act –MFIPPA)			
Name, email address			
Address			
Phone number(s)			
Have you discussed your concerns with the landlord/tenant?			No
Contact was made:	Verbally	in writing	Date of Contact:

LOCATION OF COMPLAINT (Provide Address)	
--	--

I am experiencing maintenance problems with the following area(s) of my rental unit							
Roof/Ceiling		Bathroom		Walls		Other	
Bedroom(s)		Living Room		Basement			
Hallways		Kitchen		Yard			

Tenant Complaints - Continued
Outline your concerns:

If tenant complaint, provide the contact information for the owner, landlord, superintendent or agent	
Name	
Address	
Telephone number (s)	

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



Phone: 519-923-2110
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Web: www.southgate.ca

Staff Report HS2021-001

Title of Report: HS2021-001-Policy 33A Annual Review and Policy Statement
Department: Recreation
Branch: Health & Safety
Council Date: November 17, 2021

Recommendation:

Be it resolved that Council receive Staff Report HS2021-001 for information; and
That Council approve the Occupation Health and Safety Policy 33 as reviewed and support the Mayor's signing of the policy statement.

Background:

To be compliant with the Occupational Health and Safety Act sec 25.2(J) Southgate must annually approve the Occupation Health and Safety Policy Statement and authorize the Mayor to sign the policy statement.

Staff Comments:

Township of Southgate Health and Safety committee reviewed the Occupational Health and Safety Policy 33A and made no revisions from the 2020 approved Policy.

Financial Implications:

There is no financial impact on The Township of Southgate's budget.

Communications & Community Action Plan Impact:

This report has been written and presented to Council to communicate to the public this information and for Council's approval.

Concluding Comments:

Occupational Health and Safety Policy Statement to be presented for Mayor Woodbury's authorizing signature.

Respectfully Submitted,

Dept. Head: Original Signed By
Kevin Green, Facilities Manager

CAO Approval: Original Signed By
Dave Milliner, CAO

Attachments: 1. Policy #33A Appendix A Policy Statement



Township of Southgate

Policy # 33A

Occupational Health & Safety Policy & Manual

Departments will make every effort to ensure all new equipment purchases meet the ergonomic standards issued by the Ergonomic Team and that equipment takes into consideration a wide range of users.

Responsibilities for Ergonomic Teams

Township of Southgate Health and Safety Committee and or Department Management Team will perform worksite evaluations and observations to ensure workstations meet the needs of the user. Departments must ensure reasonable accommodations are made to provide equipment that is recommended to meet the user's needs.

Worker responsibilities

All workers who perform day-to-day operations will participate in a general Ergonomics awareness training session.

Equipment provided by the department must be used correctly including using proper working techniques. Cooperation and communication between departmental management and their respective workers is necessary to identify and correct ergonomically related issues.

If an employee is experiencing any signs or symptoms of musculoskeletal disorders, the employee is to report their symptoms to their supervisor. The supervisor will fill out the appropriate form to have a review of the job completed and send the employee for appropriate medical management. All requests will be followed up by the Department Management Team who will advise the employee, their supervisor, and Human Resources/WSIB administrator of the necessary follow-up.

Obtaining assistance

Employees, Supervisors, Department Heads, etc. may request an ergonomic assessment of work area(s) or work process(es) by contacting the Health and Safety Committee. The Committee will conduct an ergonomic evaluation and provide

written documentation for eliminating or reducing ergonomic risk factors to the employee and their supervisor.

**Township of Southgate
Administration Office**

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Web: www.southgate.ca

Staff Report FIN2021-035

Title of Report: **FIN2021-035 Annual Indexing of Development Charges**

Department: **Finance**

Council Date: November 17, 2021

Recommendation:

Be it resolved that Council receive Staff Report FIN2021-035 Annual Indexing of Development Charges as information; and

That Council approve the indexing of the Township of Southgate Development Charges by 11.6% to establish the new 2022 commercial, industrial and residential construction DC rates to revise Schedule B to By-law 2017-138 effective January 1, 2022.

Background:

On November 15, 2017, By-law 2017-138, being a By-law with respect to Development Charges was passed. By-law 2017-138 expires at 12:01 AM on November 16, 2022 unless it is repealed by Council at an earlier date. The categories of services for which development charges are imposed under this By-law are as follows:

- a) Services related to a Highway;
- b) Fire Protection Services;
- c) Parks and Recreation Services;
- d) Library Services;
- e) Administration Services;
- f) Waste Diversion Services;
- g) Storm Drainage and Control Services;
- h) Wastewater Services; and
- i) Water Services.

By-law 2017-138 Section 5 Indexing states:

Development charges imposed pursuant to this By-law shall be adjusted annually on January 1, without amendment to this By-law, in accordance with the third quarter of the prescribed index in the Act.

Annual indexing of development charge rates is done to reflect the increased cost of construction each year to ensure appropriate capital funding is maintained.

On December 20, 2017, Council received Staff Report FIN2017-057 which reported that the Non-Residential Building Construction Price Index – Toronto for the period October 1, 2016 to September 30, 2017 was 3.0% and contained the revised Schedule B to By-law 2017-138 Indexed to January 1, 2018.

On January 16, 2019, Council received Staff Report FIN2019-001 which reported that the Non-Residential Building Construction Price Index – Toronto for the period

October 1, 2017 to September 30, 2018 was 7.2% and contained the revised Schedule B to By-law 2017-138 Indexed to January 1, 2019.

On December 18, 2019, Council received Staff Report FIN2019-054 which reported that the Non-Residential Building Construction Price Index – Toronto for the period October 1, 2018 to September 30, 2019 was 3.3% and contained the revised Schedule B to By-law 2017-138 Indexed to January 1, 2020.

On November 18, 2020, Council received Staff Report FIN2020-032 which reported that the Non-Residential Building Construction Price Index – Toronto for the period October 1, 2019 to September 30, 2020 was 2.3% and contained the revised Schedule B to By-law 2017-138 Indexed to January 1, 2021.

Staff Comments:

The prescribed index, the Non-Residential Building Construction Price Index – Toronto, for the period October 1, 2020 to September 30, 2021 is 11.6%.

The revised Schedule B to By-law 2017-138 Indexed to January 1, 2022 is provided as Attachment 1. For reference only, the revised Schedule B of By-law 2017-138 Indexed to January 1, 2021 is provided as Attachment 2.

As By-law 2017-138 expires on November 16, 2022, the 2021 Budget anticipated that a new DC Study would be completed in 2021. However, the project has been deferred to 2022.

Financial Implications:

The 2021 Budget anticipated the completion of a DC Study at a cost of \$28,700, funded through DC Reserves of \$25,830 and taxation of \$2,870. The project has been deferred to 2022.

There is no immediate financial impact as the increased development charges collected are contributed to reserves for future growth needs.

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:

Schedule B to By-law 2017-138 Indexed to January 1, 2022 reflects an increase in development charges rates of 11.6% based on the Non-Residential Building Construction Price Index.

Respectfully Submitted,

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

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

Attachment:

- 1 Schedule B to By-law 2017-138 Indexed to January 1, 2022
- 2 Schedule B to By-law 2017-138 Indexed to January 1, 2021

**Township of Southgate
Schedule "B"
To By-law 2017-138, Indexed to January 1, 2022
Schedule of Development Charges**

Service	RESIDENTIAL				NON-RESIDENTIAL		
	Single and Semi Detached Dwelling	Apartments - 2 Bedrooms +	Apartments - Bachelor and 1 Bedroom	Other Multiples	Wind Turbines	Solar Farm (per 500 kW)	ICI (per sq ft of Gross Floor Area)
Municipal-wide Services							
Services Related to a Highway	\$ 2,989	\$ 1,918	\$ 1,234	\$ 2,085	\$ 2,989	\$ 2,989	\$ 2.032
Fire Protection Services	\$ 332	\$ 214	\$ 138	\$ 234	\$ 332	\$ 332	\$ 0.221
Parks and Recreation Services	\$ 2,538	\$ 1,628	\$ 1,048	\$ 1,770	\$ -	\$ -	\$ 0.494
Library Services	\$ 252	\$ 162	\$ 105	\$ 175	\$ -	\$ -	\$ 0.051
Administration	\$ 352	\$ 227	\$ 147	\$ 245	\$ 352	\$ 352	\$ 0.248
Waste Diversion	\$ 50	\$ 32	\$ 23	\$ 34	\$ -	\$ -	\$ 0.039
Total Municipal-wide Services	\$ 6,513	\$ 4,181	\$ 2,695	\$ 4,543	\$ 3,673	\$ 3,673	\$ 3.085
Urban Services							
Stormwater Drainage and Control Services	\$ 490	\$ 315	\$ 204	\$ 343	\$ -	\$ -	\$ 0.221
Wastewater Services	\$ 10,585	\$ 6,787	\$ 4,363	\$ 7,385	\$ -	\$ -	\$ 6.212
Water Services	\$ 6,589	\$ 4,227	\$ 2,716	\$ 4,597	\$ -	\$ -	\$ 3.867
Total Urban Services	\$ 17,664	\$ 11,329	\$ 7,283	\$ 12,325	\$ -	\$ -	\$ 10.300
GRAND TOTAL RURAL AREA	\$ 6,513	\$ 4,181	\$ 2,695	\$ 4,543	\$ 3,673	\$ 3,673	\$ 3.085
GRAND TOTAL URBAN AREA	\$ 24,177	\$ 15,510	\$ 9,978	\$ 16,868	\$ 3,673	\$ 3,673	\$ 13.385

**Township of Southgate
Schedule "B"
To By-law 2017-138, Indexed to January 1, 2021
Schedule of Development Charges**

Service	RESIDENTIAL				NON-RESIDENTIAL		
	Single and Semi Detached Dwelling	Apartments - 2 Bedrooms +	Apartments - Bachelor and 1 Bedroom	Other Multiples	Wind Turbines	Solar Farm (per 500 kW)	ICI (per sq ft of Gross Floor Area)
Municipal-wide Services							
Services Related to a Highway	\$ 2,678	\$ 1,718	\$ 1,105	\$ 1,868	\$ 2,678	\$ 2,678	\$ 1.821
Fire Protection Services	\$ 297	\$ 191	\$ 123	\$ 209	\$ 297	\$ 297	\$ 0.198
Parks and Recreation Services	\$ 2,274	\$ 1,458	\$ 939	\$ 1,586	\$ -	\$ -	\$ 0.443
Library Services	\$ 225	\$ 145	\$ 94	\$ 156	\$ -	\$ -	\$ 0.046
Administration	\$ 315	\$ 203	\$ 131	\$ 219	\$ 315	\$ 315	\$ 0.222
Waste Diversion	\$ 44	\$ 28	\$ 20	\$ 30	\$ -	\$ -	\$ 0.035
Total Municipal-wide Services	\$ 5,833	\$ 3,743	\$ 2,412	\$ 4,068	\$ 3,290	\$ 3,290	\$ 2.765
Urban Services							
Stormwater Drainage and Control Services	\$ 439	\$ 282	\$ 182	\$ 307	\$ -	\$ -	\$ 0.198
Wastewater Services	\$ 9,484	\$ 6,081	\$ 3,909	\$ 6,617	\$ -	\$ -	\$ 5.566
Water Services	\$ 5,904	\$ 3,787	\$ 2,433	\$ 4,119	\$ -	\$ -	\$ 3.465
Total Urban Services	\$ 15,827	\$ 10,150	\$ 6,524	\$ 11,043	\$ -	\$ -	\$ 9.229
GRAND TOTAL RURAL AREA	\$ 5,833	\$ 3,743	\$ 2,412	\$ 4,068	\$ 3,290	\$ 3,290	\$ 2.765
GRAND TOTAL URBAN AREA	\$ 21,660	\$ 13,893	\$ 8,936	\$ 15,111	\$ 3,290	\$ 3,290	\$ 11.994



Staff Report CL2021-031

Title of Report: CL2021-031-2022 **Committee** **of** **Adjustment**
Appointments
Department: Clerks
Branch: Legislative and Council Services
Council Date: November 17, 2021

Recommendation:

Be it resolved that Council receive Staff Report CL2021-031 for information; and
That Council consider approval of By-law 2021-159 being a by-law to constitute and appoint members to the Committee of Adjustment for 2022.

Background:

The Committee of Adjustment (CofA) is established under the authority of the Planning Act, 1990. The CofA considers and may authorize minor variances from the zoning by-law, review and permit extensions and enlargements to legal nonconforming uses and can grant consent for severances (land division), when the severance application involves a variance and/or when the consent is in dispute and cannot be resolved without a hearing.

Staff Comments:

At the November 18, 2020, Council meeting, Council approved that the Committee of Adjustment membership be restored to 7 members for 2021 and future years. More information can be found in [Staff Report CL2020-034](#) from that meeting.

The Committee of Adjustment membership must be appointed yearly by municipal by-law. Staff are recommending approval of By-law 2021-159 to appoint all 7 members of Council to the Committee of Adjustment membership for 2022. At the first Committee meeting in 2022 a Chair and Vice Chair will be selected from the membership.

Financial Implications:

There will be financial implications to the 2022 operating budget for Committee members remuneration.

Members of the Committee are paid \$80.00 per meeting, with attendance confirmed by the Secretary-Treasurer through approved minutes. Remuneration includes mileage costs for site visits.

Staff are unable to project an exact cost for 2022, as we do not know exactly how many meetings there will be or if every member will attend every meeting.

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 CL2021-031 for information and that Council consider approval of By-law 2021-159 being a by-law to constitute and appoint members to the Committee of Adjustment for 2022.

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 2021-159

being a By-law to Constitute and Appoint Members to the Committee of Adjustment

Whereas the Ontario Planning Act R.S.O. 1990, c.P.13 as amended, Part V, Section 44 provides that every Council may by By-law constitute and appoint a Committee of Adjustment for the Municipality; and

Whereas By-law No. 9-2001 delegated the authority of Council to give consent under the Planning Act, R.S.O. 1990, as amended to constitute and appoint a Committee of Adjustment, set conditions for such delegation, prescribe a tariff for fees for applications, to provide for remuneration to Committee members, and to prescribe procedures for governing the calling, place and proceedings of Committee meeting; and

Whereas pursuant to the Planning Act, (9) the members of the committee shall be paid such compensation as the council may provide; and

Whereas the Council of the Corporation of the Township of Southgate deems it appropriate to establish a Committee of Adjustment and appoint members thereto;

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

1. **That** effective with the date of passage of this by-law, the persons as listed within "Schedule A" of this by-law shall constitute and hereby be appointed as members of the Township of Southgate Committee of Adjustment beginning January 1, 2022, and ending on December 31, 2022; and
2. **That** the Committee of Adjustment shall consist of seven (7) Members appointed by Council; and
3. **That** the Chair be elected annually at the first meeting of each year; and
4. **That** Members of the Committee receive remuneration in the amount of \$80.00 per meeting (including mileage); and
5. **That** it shall be the responsibility of the Committee of Adjustment to comply with the Rules of Procedure and Terms of Reference and have regard to such matters as are prescribed in the Planning Act, R.S.O, 1990, as amended, or any Regulation there under; and
6. **That** By-law 2020-141 be repealed and replaced effective January 1, 2022; and
7. **That** this By-law come into full force and effect on the date of passage thereof.

Read a first, second and third time, and finally passed this 17th day of November, 2021.

John Woodbury, Mayor

Lindsey Green, Clerk

Schedule "A" to By-law 2021-159

1. John Woodbury;
2. Brian Milne;
3. Barbara Dobreen;
4. Jason Rice;
5. Michael Sherson;
6. Jim Frew;
7. Martin Shipston



Staff Report CL2021-032

Title of Report: CL2021-032 – 2022 Council Conference Attendance
Approval

Department: Clerks

Branch: Legislative and Council Services

Council Date: November 17, 2021

Recommendation:

Be it resolved that Council receive Staff Report CL2021-032 as information; and
That the below conferences be approved to attend by the following members of Council in 2022:

1. Rural Ontario Municipalities Conference (ROMA - virtual) (January 24th and 25th) (Members: _____);
2. Ontario Good Roads Conference (OGRA) (February 27th – Mar 2nd) (Members: _____);
3. Police Services Board Annual Conference (OAPSB) (Date Unknown) (Members: _____);
4. Ontario Association of Committees of Adjustment (OACA) (June 5th – 8th) (Members: _____);
5. Federation of Canadian Municipalities Annual Conference (FCM) (June 2nd – 5th) (Members: _____);
6. Association of Municipalities of Ontario Annual Conference (AMO) (August 14th – 17th) (Members: _____); and

That the Clerk's Office book associated conference registrations.

Background:

As per the Conference Policy #2, a member from Council must have a resolution approved by Council in order to attend a conference or workshop. The requests for 2022 are being made during the budget consultation period and will be included in the Council operating budget for next year. In past years, when conference were held in-person, each conference has costed roughly \$2,000, plus per diems and expenses. In 2021, cost was minimal due to conferences being held virtually.

Staff Comments:

Most of the 2022 conferences are currently scheduled to be held in-person once again, but due to the on-going COVID-19 pandemic, the in-person status may change at any time. ROMA is currently the only conference scheduled to be held virtually. For that conference, only registrations and per diems will need to be budgeted for, but for the other conferences, the usual hotel and travel expenses will need to be budgeted for as well.

Staff are looking for member attendance approval for the ROMA, OGRA, OAPSB, OACA, FCM and AMO conferences.

Staff are unsure at this time if OAPSB will have a conference in 2022, but would like to know who (if anyone) would like to attend so we are prepared in advance if there is a conference being held.

Financial Implications:

There will be financial implications as a result of this report to the 2022 Council conference and travel operating budgets. Preliminary numbers are being budgeted on the high side in comparison to 2019 conference costs until more information is available. After approval of this report, staff will adjust the operating budget based on the number of members that are approved to attend each conference.

Communications & Community Action Plan Impact:

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

Concluding Comments:

That Council approve members attendance at the 2022 conferences as noted above.

Respectfully Submitted,

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

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

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 CL2021-033

Title of Report: CL2021-033-Voter List Management Services Agreement
Department: Clerks
Branch: Legislative and Council Services
Council Date: November 17, 2021

Recommendation:

Be it resolved that Council receive Staff Report CL2021-033 as information; and
That Council consider approval of By-law 2021-171 to authorize an agreement with Datafix for voter list management services.

Background:

The next municipal elections in Ontario will be held on Monday October 24, 2022. The voter's list is a foundational piece for the election process and is created through the management of electoral data from a number of sources, including the preliminary list of electors (PLE), death registrations and electors. The DataFix system, commonly known as Voter View, was used in the Southgate 2018 election and is recommended by staff as an effective and cost-efficient tool for electoral data management.

The *Helping Tenants and Small Businesses Act, 2020* provides that Elections Ontario will assume the responsibility for the municipal voters' list beginning January 1, 2024. This legislation creates a single voter registry for municipal and provincial elections; however, it will not be available for the 2022 municipal elections.

Staff Comments:

DataFix is a Canadian controlled corporation. They introduced Voter View in 2002 as an electoral data management system that has been used in over 500 elections across Canada, including the 2018 municipal election in Southgate. The 2018 Southgate agreement with DataFix has expired and now requires renewal.

Staff recommend renewing the DataFix agreement as soon as possible to allow more time to update the voters list with data we already have, prior to receiving the PLE in 2022. Staff will have time to complete training and gain expertise working with the software, and also create and promote a public education and awareness campaign to encourage voters to check that they are on the Southgate voter's list.

Some key components of the system include:

- User-friendly, secure access to elector data;
- Sophisticated data cleansing tools to identify and correct problems with elector information;
- Reduced requirements for internal technology support;
- Access to a comprehensive suite of election reports;
- The ability to update the elector list dynamically from multiple locations for advance polls or on election day;
- An Online Voter Services (OVS), an interface that allows electors to determine if they are on the voters' list, to find out voting method information, and also to identify who their candidates are;
- Candidate access self-serve portal provides a means for candidates to access the portions of the voters' list that they are entitled to with the administrator able to load various documents into the Portal Document Library for the Candidates to retrieve or view.

The agreement is included in this agenda package as Schedule A to By-law 2021-171.

Financial Implications:

Financial Implications as a result of this report are \$6,850.00 plus applicable taxes from the Election Reserve.

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 CL2021-033 as information and that Council consider approval of By-law 2021-171 to authorize an agreement with Datafix for voter list management services.

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 2021-171

being a by-law to authorize an agreement between Comprint Systems Incorporated (DataFix) 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 Section 28(1) of the Municipal Elections Act, 1996, as amended, provides that a Clerk shall prepare and certify the voters' list for use in each voting place; and

Whereas Section 28(2) provides that in preparing the voters' list, the clerk, (a) shall determine which electors appear on the voters' list for each voting place; (b) shall remove the names that are shown in the interim list of changes as names to be removed; and (c) may make any other changes as approved under Section 24 of the Act; and

Whereas the Township of Southgate requires an voters list management system and desires to engage DataFix to provide said services,

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

1. **That** the voter list management agreement between Comprint Systems Incorporated (DataFix) and The Corporation of the Township of Southgate attached hereto as Schedule "A", is hereby ratified and confirmed; and
2. **That** the Clerk is authorized and directed to sign the agreement and any necessary amendments thereto 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; and
4. **That** this by-law shall come into force and take effect upon the final date of passing.

Read a first, second and third time and finally passed this 17th day of November, 2021.

John Woodbury – Mayor

Lindsey Green - Clerk

VOTER LIST MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT (the “Agreement”) made in duplicate, is entered into as of, and is effective as of the 9th day of November 2021 (the “Effective Date”)

BETWEEN:

COMPRINT SYSTEMS INCORPORATED (doing business as “DataFix”)
an Ontario corporation with its registered office at
40 University Avenue, Suite 1010, Toronto, Ontario M5J 1T1

(hereinafter called “DataFix”)

AND:

TOWNSHIP OF SOUTHGATE
185667 Grey County Road 9
Dundalk, Ontario N0C 1B0

(hereinafter called “Client”)

The Client requires an Election Management System (EMS) described herein to conduct its municipal election, and desires to engage DataFix to provide said services.

DataFix’s proprietary EMS is an internet-based Application with specific capabilities, including but not limited to: (i) provide election officials with an electronic view of their electoral information, including the ability to make corrections to the Voters list and to access various voter counts needed for electoral planning, and (ii) with the capability to provide an electronic copy of all changes to the provincial authority at the end of the electoral event (“VoterView”).

The System Requirements and Compatibility of VoterView are described below:

- a) web-based;
- b) support the management of Data throughout the election cycle from receipt of Data to the end of the election;
- c) GUI;
- d) role-based for the purposes of user permission architecture;
- e) user-friendly and intuitive;
- f) passwords are one-way encrypted;
- g) web pages are secured using Transport Layer Security (TLS) 1.2 or higher encryption;
- h) optional two-factor authentication using YubiKey hardware devices and the Google Authenticator app.

This Agreement is intended to identify and confirm the service levels and support technology requirements of VoterView – see Schedule “C”.

DataFix agrees to provide to the Client, the VoterView Application, services, and support described herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein; the receipt and sufficiency of which is acknowledged, and in accordance with the terms and conditions set forth herein, the Parties agree as follows:

1.0 DEFINITIONS

1.1 In this Agreement:

“Additional Services” means the Services not included in the contract price, and where additional fees are applicable;

“Application” means the web-enabled application branded as VoterView that has been architected from the ground up to be secure, scalable, and flexible and is a fully featured EMS;

“Business Day” means every day except for Saturdays, Sundays, and statutory holidays in the Province of Ontario;

“Change Order Request” means a written notice from the Client to DataFix to add certain requirements/services which are outside of the scope of the Agreement and to which additional fees are applicable

“Client Users” means designated persons within the Client’s organization who Client has authorized to use the Application;

“Confidential Information” means any and all information and documentation, in whatever form, which is confidential in nature, and which is accessed or obtained by one or both Parties as a result of this Agreement and/or their relationship shall include without limitation the following:

- a) Any information concerning this Agreement or any municipal election for which the Services and the Application are provided hereunder;
- b) Any information concerning the affairs, operations, processes, know-how, suppliers, plans or intentions of the disclosing Party or of any member of a Party’s group, including, without limitation, any information which is not generally known to the public, or which has been specifically identified as confidential or proprietary by the disclosing Party;
- c) Any information that would be included within the definition of personal information as set out in MFIPPA, or similar legislation; and

d) Data;

Notwithstanding the foregoing, Confidential Information shall not include:

- i. information not obtained from the Client, which is in, or becomes part of, the public domain, not due to DataFix's breach of this Agreement or DataFix's actions;
- ii. information which was previously in DataFix's possession and did not originate from the Client;
- iii. information which lawfully becomes available to DataFix from a third party not under an obligation of confidence to the Client regarding such information;

"Contract Price" means the amount ascribed under section 14.1 and payable by the Client to DataFix for the Services;

"Critical Election Period" includes advance voting dates together with the Election Day;

"Customization" means the selection of a specific change to VoterView or any of its additional Event Based Functionality (Optional Modules), made by the Client in order for the Client to meet its desired goals, and where the change is client specific and unique to the Client, and where additional fees are applicable;

"Data" shall include all information in VoterView including but not limited to:

- a) a list of names and addresses of eligible voters for an Election or By-Election prepared under the Municipal Elections Act (MEA) and provided by the provincial authority to carry out a municipal election; and
- b) any Client supplied data including without limitation data inputted by the Client respecting candidate information, election worker information, voter registration, ward, and polls information, and voting locations;

"Effective Date" means the date written above;

"Election Day" means Monday, October 24, 2022;

"eVoting Third Party Integration Fee" means any customized services required by the Client to support eVoting through an eVoting Service Provider;

"Intellectual Property Rights" means any and all proprietary rights provided under:

- i) patent law;

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- ii) copyright law (including moral rights);
 - iii) trade-mark law;
 - iv) design patent or industrial design law;
 - v) semi-conductor chip or mask work or integrated circuit topography law; or
 - vi) any other statutory provision or common law principle applicable to this Agreement, including trade secret law,

that may provide a right in either software, hardware, documentation, ideas, formulae, algorithms, concepts, inventions, processes, or know-how generally, or the expression or use of any of the foregoing; and any and all applications, registrations, licenses, sub-licenses, franchises, agreements, or any other evidence of a right in any of the foregoing.

“Parties” means, collectively, the Client and DataFix and **“Party”** means one of them or any of them, as the context requires;

“Personal Information” means all of the information provided by the provincial authority and stored in VoterView with respect to the determination of eligible electors, including their names, property and mailing addresses, the Data, the elector list of the Client as it is compiled from time to time during the Term of the Agreement, the names and other personal information of all who are designated as Users, and all related files and records stored on any equipment used by DataFix;

“Services” means all the Services to be provided by DataFix to the Client under this Agreement, and includes privacy and security requirements in relation to the provision of such services;

“Term” has the meaning ascribed under section 12.1;

“Third Party Print File Preparation Fee” means any customization required to DataFix’s standard file layout to create customized printable data files for use by a third-party printing company;

“Training” means the training environment in VoterView, all training guides and any other documentation or material pertaining to the functions and features of VoterView and provided through the on-line facilities;

“Training – Customized and In Person” means any customized on-site training requested by the Client and delivered by DataFix at the offices of the Client, to be scheduled at such time and for such duration as mutually agreed to in advance between the parties, and at additional cost;

“Update” means a fix, patch or such other minor improvement, enhancement, modification, or expansion of VoterView as well as major revisions to and new versions of VoterView as part of the Services and for which DataFix does not impose a separate fee;

“VoterView” has the meaning ascribed to it under, Application on page 1 of this Agreement;

“Voting Period” means the hours designated by the Client during the Election Date(s) during which Eligible Electors are entitled to cast their vote.

2.0 PROVISION OF SERVICES, LICENSE AND AUTHORIZED USES

- 2.1 DataFix agrees to perform the Services and its other obligations in accordance with the terms of this Agreement and all applicable laws (including, without limitation, the provisions of the Municipal Freedom of Information and Protection of Privacy Act R.S.O. 1990, c. M.56 (MFIPPA) and similar legislation in other Canadian jurisdictions and all other applicable privacy and personal information laws).
- 2.2 DataFix will at all times maintain care, skill, and diligence in performing its obligations under this Agreement.
- 2.3 DataFix represents to the Client that VoterView complies with all applicable requirements for provincial and municipal election laws at the time of delivery.
- 2.4 Subject to DataFix’s payments from Client being received in accordance with section 14 of this Agreement, DataFix grants to Client and Client Users a limited, non-exclusive, non-transferable, royalty-free (except for fees provided for in this Agreement), license (other than a right to sublicense) to use VoterView, any documentation provided therewith and any upgrades, modifications, updates, and additions thereto (the “DataFix Materials”) in the manner contemplated in this Agreement.
- 2.5 The Client will have full control for creating and issuing usernames and passwords for Client Users.

3.0 USER MANAGEMENT AND APPLICATION CONFIGURATION

- 3.1 DataFix will provide the Client with an initial account with Administrator-level access to VoterView. With this account, the Client’s Administrator can create users and assign the required access levels for the Application.
- 3.2 The Client’s Administrator is fully responsible for:
 - a) configuring the Application through the Administration Tab in VoterView;
 - b) adding Users and creating User Groups as needed;

-
- c) deleting users;
 - d) identifying authorized contacts: primary, secondary, and alternate for the electoral event;
 - e) updating email addresses and telephone numbers; and
 - f) keeping all information in User Management current to ensure authorized Users receive email communication.

3.3 DataFix may from time-to-time change, modify, update, or upgrade the form, nature, requirements, features, functionality or method or manner of operation of VoterView, the Application and the Services. If DataFix does so it shall provide Client with notice thereof that is no less than the notice it provides thereof to its customers.

4.0 DATA

4.1 The Data for the Client will be stored in datacenters that are in Canada. At no time will DataFix store Data outside of Canada.

4.2 DataFix will maintain a separate physical database for the Client to ensure that the Client can only access its own Data.

4.3 DataFix will regularly upgrade and update the Application. If it is necessary to interrupt service, DataFix will provide at least 24 hours prior notification wherever possible, emergencies excepted. Interruptions that can be scheduled (i.e., not emergencies) and interruptions shall be scheduled to minimize their impact on Client Users.

5.0 DATA SECURITY AND PRIVACY

5.1 The Client will provide the Data to DataFix and DataFix will only use the Data as necessary to carry out its obligations under this Agreement, and for no other purpose without the prior written consent of the Client.

5.2 DataFix shall comply with all the confidentiality, security and privacy requirements set out in this Agreement, and any additional Security and Privacy Requirements with respect to the Data that have been provided to DataFix, by the Client, in writing. To the extent DataFix possesses any Data in any form, medium or device during the Term of this Agreement or after the expiration of the Term, the foregoing obligations shall survive and continue to be in legal effect.

5.3 DataFix shall ensure that its employees and contractors are aware of their obligations regarding data security and privacy under this Section 5.0. DataFix shall limit access to Personal Information to its authorized representatives who have a clear need to know in order to provide the Services. DataFix shall ensure that such representatives have agreed

to protect the confidentiality and security of the Personal Information to at least the extent provided by this Agreement and DataFix shall properly advise such representatives of the requirements under this Agreement.

- 5.4 DataFix will protect the security and confidentiality of the Personal Information to at least the same standard as DataFix protects its own most sensitive Confidential Information and, in any event, to at least the standard required by applicable Laws.
- 5.5 If either Party becomes aware of or reasonably suspects that there has been any unauthorized or improper access to, use or disclosure of any of the Personal Information (a "Security Incident"), such Party will notify the other Party forthwith and, take all reasonable steps to mitigate the Security Incident.
- 5.6 Without limiting any other provision in this Agreement regarding the security of information, DataFix shall have in place reasonable policies, procedures, and safeguards to protect the confidentiality and security of the Personal Information. DataFix shall ensure the physical security of the Personal Information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure, disposal, loss, or modification.

6.0 CONFIDENTIALITY

- 6.1 Each Party may use the Confidential Information of the other Party only in the performance of this Agreement, and for no other purpose. Each Party may disclose Confidential Information of the other Party (the "Disclosing Party") to its affiliates, and to its and its affiliates' directors, officers, employees, technical personnel, advisors, consultants, service providers, agents, attorneys, reinsurers, and accountants (collectively, "Representatives") as necessary to carry out this Agreement. Each Party agrees that it will disclose such information only to those of its Representatives with a need to know such information for the purposes described herein and each Party agrees to inform its Representatives of the confidential nature of the Confidential Information, to cause such Representatives to observe the terms of this Agreement, and to be responsible for breach of the obligations by such Representatives. For the avoidance of doubt, Representatives of each Party who do not receive or have access to any Confidential Information hereunder will not be bound by or subject to the terms of this Agreement. In addition, neither Party hereto will send nor make available any Confidential Information to a third party not described under this Agreement without first obtaining prior written approval from the other Party.
- 6.2 Any Party that is legally requested or required to disclose any of the Confidential Information of the Disclosing Party, whether in connection with a judicial, administrative or regulatory proceeding in which it or a partner, officer, director, employee or affiliate is involved or as requested or required by regulatory authority or otherwise by law, will provide the Disclosing Party with prompt notice prior to disclosing any Confidential

Information, unless such notice is prohibited by law or the rules governing the process requiring such disclosure and prior notice will be required only if reasonably practicable, so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, the other Party will furnish only that portion of the Confidential Information of the Disclosing Party that it is advised by legal counsel is legally required to be disclosed and will exercise its commercially reasonable efforts to obtain reliable assurance, at the other Party's expense, that confidential treatment will be accorded the Confidential Information of the Disclosing Party. Notwithstanding anything to the contrary in this Agreement, in no event shall this Agreement require receiving party to act in contravention of any legal process, regulatory proceeding or from complying with any law or regulation.

- 6.3 Upon termination of this Agreement for any reason, DataFix and Client will each, at its option, promptly destroy or return to the other, upon any written request, any and all Confidential Information relating to the other Party in their possession, or in the possession of any of their affiliates, including any copies, reproductions, summaries, analyses or extracts thereof, whether in written or electronic media; provided, however, that neither Party shall be obligated to return or destroy any such information that may be contained in its electronic back-up systems, and each Party may retain copies of the other's Confidential Information, subject to the confidentiality terms of this Agreement, in accordance with its corporate record retention practices, for legal or regulatory purposes. An officer of the receiving party destroying or returning such Confidential Information shall certify to the Disclosing Party that such return or destruction has taken place, and that all Confidential Information disclosed by Disclosing Party has been so destroyed or returned. Notwithstanding anything in this Section 6.3, certain incidental Confidential Information or information derivative of it that is generated by the DataFix system in the course of performing the Services and that is too embedded within DataFix's data files to be readily extracted under this Section may be retained indefinitely by DataFix provided that DataFix uses that information solely for the internal purpose of operating its systems and generating data analytics for internal use, and provided that DataFix continues to treat such Confidential Information in accordance with the confidentiality provisions of this Agreement.
- 6.4 Subject only to the express provisions of this Agreement, as between the Parties each Party is and will be the exclusive owner of all Confidential Information of said Party and all Intellectual Property Rights therein. Client agrees that as between the Parties, DataFix owns all Intellectual Property Rights that form part of the Services including, without limitation, VoterView and any DataFix branding used in relation thereto. DataFix agrees that as between the Parties, Client owns all Intellectual Property Rights that form part of a Client Data. This Agreement is not a contract of work for hire for the development of intellectual property, and any updates, modifications, upgrades, or revisions that DataFix

makes to the Service, VoterView or any of its technology or other information systems shall, as between the Parties, be the property of DataFix.

- 6.5 The confidentiality obligations set out in this Section 6.0 are in addition to DataFix's obligation to comply with the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA), R.S.O. 1990, c. M.56, all other applicable privacy and personal information laws and any other security and privacy obligations set out in this Agreement.
- 6.6 DataFix will not use or reproduce Confidential Information from Client other than as reasonably required for the performance of the Services under this Agreement. DataFix will not, without the prior written consent of the Client given on such terms and conditions as it prescribes in its sole discretion, disclose or allow access to the Client Confidential Information to any person, except to only those of its own employees who have a need to know such information solely for the provision of the Services, and who have been advised of its confidential nature and have agreed to be bound by the confidentiality and restricted use provisions in this section. DataFix will take all reasonable precautions against the Confidential Information being used by or disclosed to any unauthorized person.
- 6.7 This Section 6.0 shall survive the expiration or earlier termination of this Agreement.

7.0 HOSTING

- 7.1 DataFix uses a hybrid solution for the hosting of the Application that consists of a mix of DataFix colocation hosting environments and Azure cloud-based hosting services. All datacenters are located within Canada and at no time will any Data be stored outside of Canada.
- 7.2 All data that flows in and out of the hosting locations and all data at rest is strongly encrypted and otherwise protected against access by, or disclosure to, any non-authorized party.
- 7.3 A disaster recovery (DR) site containing a regularly updated copy of the Data will be maintained by DataFix. The DR site can be quickly activated and is fully capable of scaling to meet high demand. Data backups will be tested on a regular basis to ensure that all aspects of the disaster recovery plan are operational. Data backups will be performed by DataFix no less frequently than every sixty (60) minutes.
- 7.4 DataFix will ensure that the data center and servers containing the Data meets the following physical and electronic security requirements:
- a) single point of entry;
 - b) main access monitored with additional access for emergency purposes only;
 - c) access validation with identity check;
 - d) access only to persons on DataFix approved access list;

-
- e) log-in validation;
 - f) creation of accounts only as verified by DataFix;
 - g) access to servers via encrypted means; and
 - h) servers running behind secure firewalls.

8.0 WARRANTIES

- 8.1 DataFix represents and warrants the following which shall remain true and accurate until the expiration or effective termination of this Agreement:
- a) DataFix shall take all reasonable steps to ensure all computer and telecommunications hardware and software are operational 24 hours a day, 7 days a week;
 - b) DataFix has full right, power, and authority to enter into this Agreement and to perform its obligations under it;
 - c) DataFix is not under any obligation, contractual or otherwise, to request or obtain the consent of any person in order to enter into this Agreement and to perform DataFix's obligations under it;
 - d) DataFix is a corporation, duly organized, legally existing, in good standing and has not been dissolved under the laws of the Province of Ontario;
 - e) DataFix has the necessary corporate power to own its properties and assets and to carry on its business as it is now being conducted and to enter into this Agreement;
 - f) DataFix is not a party to, or bound by any indenture, agreement (written or oral), instrument, license, permit or understanding or other obligation or restriction under the terms of which the execution, delivery or performance of this Agreement will constitute or result in a violation or breach or default.
- 8.2 Each Party additionally warrants to the other Party that it will comply with all applicable laws and regulations, including those related to privacy, that may apply to the activities contemplated herein or in association herewith.
- 8.3 EXCEPT AS SPECIFICALLY SET FORTH OR REFERENCED IN THIS AGREEMENT, THERE ARE NO REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF EITHER PARTY, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER, INCLUDING ANY IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABLE QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.

9.0 OWNERSHIP OF INFORMATION

- 9.1 As between the parties, DataFix will, and does retain all rights, titles, and interests (including, without limitation, all Intellectual Property Rights) associated with its products and services, specifically including VoterView and any modifications and derivatives to it.
- 9.2 The Client Retains Control over the Data: The Client is only transferring physical custody of the Data to DataFix, not control of that information, and the authority over the use, disclosure, access, destruction, and integrity of the Data remains with the Client.
- 9.3 While this Agreement is in effect, and at all times thereafter, DataFix and any officers, employees, or agents of DataFix shall not use, publish, or disclose any information, data, research, documents, photographs, or materials discovered or produced by DataFix in the performance of this Agreement without first obtaining written permission from the Client.
- 9.4 Any materials, and supplies provided by the Client to DataFix for use in the performance of this Agreement shall remain the property of the Client and shall be returned to the Client upon request.

10.0 TRAINING AND SUPPORT

- 10.1 Training: DataFix shall provide the following to the Client as part of the Contract Price set out in this Agreement:
- a) a training environment;
 - b) training on all the Application functions and features through the on-line Webinar facilities;
 - c) on-line help facilities;
 - d) user guides and other training documents pertaining to the use of the Application, posted in the Forms/Document Library);
 - e) webinars;
 - f) web collaboration for screen interaction and telephone for voice communication;
 - g) online and video-based demo;
 - h) training and support from time to time during the term of this Agreement (i.e., be available to answer questions via email and telephone; and
 - i) GoToMeetings as needed
- 10.2 Customized Onsite Training: DataFix can provide customized on-site training at a rate of \$2,000.00 per day plus applicable taxes.
- 10.3 Support: As part of the Contract Price in this Agreement, DataFix shall provide the following support services to the Client, where issues can be resolved usually within 24 hours.
- a) E-Mail Support shall comprise of e-mail access and response:
E-Mail link to DataFix support team at support@voterview.ca

-
- b) Telephone Support: Toll-Free (866) 334-3824 or (416) 363-8170 ext. 249.
 - c) DataFix's normal business hours are from 8:00 AM to 5:00 PM (local time), Monday to Friday, excluding statutory holidays. DataFix will provide support outside its normal business hours during advance poll dates and Election Day.
 - c) During the critical election period, which includes advance voting dates and Election Day itself, the guaranteed response time will be 15 minutes from receipt of the request by telephone, voicemail, or email.
 - d) DataFix will provide advice and support prior to the advance voting period, with the guaranteed response time of no longer than 60 minutes from receipt of the request by telephone, voicemail, or email.

11.0 ADDITIONAL SERVICES AND CHANGE ORDER REQUEST

- 11.1 The Client acknowledges that DataFix may have other services available for use by the Client that are not set out in this Agreement and are not included in the Contract Price. These additional services are listed in Schedule "A" attached to this Agreement. The parties agree that the request, provision, and responsibility for payment of any such additional services that may be delivered by DataFix to the Client shall be authorized only by way of submitting a written Change Order Request. A sample is attached to this Agreement as Schedule "B".
- 11.2 No oral agreements between persons will be binding on either DataFix or the Client unless and until a Change Order Request has been approved, and until such approval has been received, each Party will continue to perform its obligations under the Agreement as if the change had never been proposed.
- 11.3 Upon receipt of the fully executed Change Order Request, DataFix will be authorized to commence the Change.
- 11.4 Despite any other provision in this Agreement, Change Order Requests signed by both parties shall be deemed to be duly authorized amendments to the Agreement.

12.0 TERM OF AGREEMENT

- 12.1 The term of this Agreement will commence on the date first written above and will come to an end on December 31, 2022.

-
- 12.2 Subsequent Agreement/Early Renewal Option. Notwithstanding Section 12.1, in the first quarter of 2023, DataFix, will provide the Client the option to enter into a new Agreement which will provide continuity of services between this agreement and a new agreement.

The Client will continue to have full access to VoterView until such time when the early renewal option offer is declined. At such time, all the data in VoterView will be permanently deleted.

13.0 DATA DESTRUCTION

- 13.1 Until such time as the Client makes a request in writing to DataFix to delete and destroy the Data, DataFix will continue to store the Client's Data.
- 13.2 At the Client's request to delete and destroy all the Data, DataFix will permanently and securely delete and destroy the Data and all associated records in its possession.
- 13.3 This deletion will be performed in a manner that is appropriate for the types of media involved so that the Data or any portion of it cannot be retrieved, accessed, or used by DataFix for any other purpose. After complying with this provision, DataFix shall deliver to the Client a declaration in writing confirming the deletion and destruction of the Data and all associated records.

14.0 FEE AND PAYMENT TERMS

- 14.1 In consideration for the Services and other obligation to be performed by DataFix under this Agreement, the Client will pay DataFix a fee of **\$6,850**, plus applicable taxes (collectively, the "Contract Price").

The Parties acknowledge and agree that the Contract Price is the payment required to be made by the Client to DataFix for the purchase of its authorization for the use of VoterView and of the Services as set out in this Agreement, subject always to additional services which may be required pursuant to **Section 11.0**.

- 14.2 The Contract Price includes the following:

- a) VoterView List Management **\$6,100**
- b) Activation set-up fee **\$750**

Additionally, the Client agrees to pay DataFix any additional fees for additional services obtained through the Change Order Request process described in Section 11.0.

14.3 The Client agrees to pay DataFix all fees due and payable to DataFix, including the Contract Price described in Section 14.0, at the times and in the manner as further detailed in this Section 14.0.

- a) Where fees are quoted net of tax, any taxes applicable to the provision of such Services shall be added and the Client agrees to pay all sums when due and payable, including applicable taxes.
- b) The Contract Price due and payable to DataFix pursuant to section 14.1 follows, and DataFix will send an invoice to the Client per the payment schedule below:
- c) Payment 1 - **\$3,800** plus applicable tax within 20 days of receipt of a signed Agreement
- d) Payment 2 – all of the remaining balance of the **\$3,050** plus applicable tax in February 2022

14.4 NO LATE PAYMENT

- a) Payment term is net 30 days from date of DataFix invoice. Late payment is a default by the Client under this Agreement.
- b) Any fee or portion thereof not paid on the date on which it is payable shall bear interest after the due date at the interest rate of 1.5%, calculated and payable monthly, not in advance, both before and after default, with interest on overdue interest at the aforesaid rate.

15.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

- 15.1 DataFix hereby agrees to indemnify and save harmless the Client, its agents, contractors, and employees from and against any losses, liabilities and expense reasonably incurred by the Client that arise out of a breach by DataFix of this Agreement (including, without limitation, a breach of any of the confidentiality, security, and privacy provisions of this Agreement) by DataFix, or its employees, contractors, or agents.
- 15.2 Client hereby agrees to indemnify and save harmless DataFix, its directors, officers, agents, contractors, and employees from and against any losses, liabilities and expenses reasonably incurred by DataFix that arise out of a breach by Client of this Agreement (including, without limitation, late payment of amounts due and payable) by Client, or its employees or agents.
- 15.3 Except for any wilful misconduct or gross negligence by one Party, the other Party's total aggregate liability for any loss or damages under or in connection with this agreement,

howsoever arising shall in no circumstances exceed the total dollar amount of the Agreement.

15.4 Neither Party shall be liable for any loss of profits, loss of business, or any other indirect, incidental, punitive, special, or consequential loss or damage whatsoever, howsoever arising, incurred by the other party or any third party, whether in an action in the contract, negligence, or other tort, even if the parties or their representatives have been advised of the possibility of such damages.

15.5 This Section 15.0 will survive the expiration or termination of this Agreement.

16.0 TERMINATION

16.1 The Client may terminate this Agreement, without penalty but upon written notice to DataFix, where the Provincial Government changes the Client's governance structure such that the Client will not be conducting its municipal election. For greater clarity, the annual fee paid to DataFix in the year of termination is non-refundable, for any reason.

16.3 The Client may terminate this Agreement if DataFix is in breach of any term of this Agreement and the breach is not cured within five (5) days of written notice by the Client. DataFix may terminate this Agreement if Client is in breach of any term of this Agreement and the breach is not cured within five (5) days of written notice by DataFix.

16.4 The Client may terminate this Agreement immediately if DataFix:

- a) ceases or threatens to cease to carry on business, or takes or threatens to take any action to liquidate its assets, or stops making payments in the usual course of business;
- b) makes or purports to make a general assignment for the benefit of creditors;
- c) shall institute any proceeding under any statute or otherwise relating to insolvency or bankruptcy or should any proceeding under any such statute or otherwise be instituted against DataFix.

16.5 This Agreement may be terminated where the Parties have mutually agreed to terminate this Agreement, in writing signed by both Parties.

17.0 GENERAL

17.1 Governing Law. The Parties agree that, at all times, this Agreement is governed by and construed in accordance with the laws of the Province of Ontario, Canada, and the federal laws of Canada applicable therein. Each Party represents and warrants to the other Party that, as of the Effective Date, it has full power and authority to enter into and provide the Services set out in this Agreement.

-
- 17.2 Independent Contractors. The Parties will perform their obligations under this Agreement as independent contractors. Nothing herein will be construed to place DataFix or Client in a relationship of fiduciaries, principal and agent, partners, or joint venturers, and neither Client nor DataFix will have the power to obligate or bind the other in any manner whatsoever.
- 17.3 Excusable Delay. A delay in the performance by a Party of any obligation under this Agreement that is caused by an event that is: (i) beyond the reasonable control of the Party, (ii) could not reasonably have been foreseen by the Party, (iii) could not reasonably have been prevented by means reasonably available to the Party, and (iv) occurred without the fault or neglect of the Party, will be considered an “Excusable Delay” if the delaying Party advises the other Party of the occurrence of the delay or of the likelihood of the delay as soon as the delaying Party becomes aware of it. The delaying Party must also advise the other Party, within 5 days, of all the circumstances relating to the delay and provide to the other Party for approval a clear work around plan explaining in detail the steps that the delaying Party proposes to take in order to minimize the impact of the event causing the delay. Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay. However, if an Excusable Delay has continued for 10 days or more, the other Party may, by giving notice in writing to the delaying Party, terminate this Agreement. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay.
- 17.4 No Third-party Beneficiaries. The Parties are the only Parties to this Agreement and no other person has any rights or obligations under it.
- 17.5 Severability. If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this Agreement, and such court will replace the original provision with a valid and enforceable provision that will achieve, to the extent possible, the same purposes of the original provision. The balance of this Agreement shall be enforceable in accordance with its terms.
- 17.6 Remedies Cumulative. Unless otherwise expressly stated herein, the rights and remedies of the Parties hereunder are cumulative and are in addition to, and not in substitution for, any other rights and remedies available at law or in equity or otherwise. No single or partial exercise by a Party of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which that Party may be entitled.
- 17.7 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and cancels and supersedes any other understandings and agreements between the Parties with respect thereto, whether

written or oral, and whether made prior to or during the Term. There are no representations, warranties, terms, conditions, undertakings, or collateral agreements, express, implied, or statutory, between the Parties other than as expressly set out in this Agreement.

- 17.8 Consent to Injunctive Relief. Each Party acknowledges that its failure to comply with the provisions of this Agreement relating to Confidential Information, intellectual property and non-solicitation may cause irreparable harm to the other Party which cannot be adequately compensated for in damages, and accordingly acknowledges that the other Party will be entitled to claim, in addition to any other remedies available to it, interlocutory and permanent injunctive relief to restrain any anticipated, present or continuing breach of such provisions. Nothing in this Section will be construed to limit the right of a Party to obtain injunctive relief in any other circumstance in which it may be otherwise entitled to such relief.
- 17.9 Time for Performance. When a Party has a right to performance by the other Party or right to terminate this Agreement as of a particular date, that right may be enforced or exercised notwithstanding any principles of equity, and the Party will be entitled to that performance or to terminate this Agreement on or after such date.
- 17.10 Currency. Except where otherwise expressly provided, all references to currency herein are to the lawful money of Canada.
- 17.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

COMPRINT SYSTEMS INCORPORATED (doing business as DataFix):

By: _____	<u>Hortense L. Harvey</u>
Signature	Print Name
	<u>National Director, Client Services</u>
	Print Title

TOWNSHIP OF SOUTHGATE:

By: _____	<u>Lindsey Green, Dipl.M.A.</u>
Signature	Print Name
	<u>Clerk</u>
	Print Title

SCHEDULE A - PROFESSIONAL SERVICES

While most of our clients use the out of the box solution, at times, customization may be required to support specific operational and business processes that are unique to the client.

Any customization or additional Services will require a Change Order Request, as described in section 11 of this Agreement. These additional Services may be subject to additional fees.

These Services include, but are not limited to:

1. Customized onsite training
2. Customizations to any application including but not limited to: VoterView, additional Event Based Functionality: Election Worker Management/Worker Portal; Voting Place Management; Candidate Access Portal; Online Voter Services (OVS); Online Voter Registration
3. Custom data file preparation and processing
4. Custom print files/extracts: creating of custom print files or extract to be used by a third party
5. Bulk data processing/updates
6. Request to load additional data sources to VoterView (data not issued by the provincial authority)
7. Client's Alterations to Election Related Print Products: Alterations are defined as deletions, additions, or other revisions made by the Client to the content/structure of the document, resulting in the preparation of new proofs (*usually after final proof delivery*)
8. Setting up and support of mock elections
9. Mock Unofficial Election Results
10. Custom forms: creating a client specific version of any forms issued by the Ministry of Municipal Affairs, such as EL15, EL37, EL50, etcetera.
11. Significant changes to Voter Card or Voter Letter templates (when printed from VoterView)
12. OVS iFrame Modifications
13. New or modified API calls (OVS)
14. Dashboard Simulations
15. eVoting custom support through third party service providers

SCHEDULE B – CHANGE ORDER REQUEST FORM

CHANGE REQUEST IDENTIFICATION:

MUNICIPALITY NAME:

AND



Requestor Information

Requestor Name: _____ Title: _____

Phone Number: _____ E-mail: _____

Signature: _____ Date of Request: _____

Change Information

Priority Level (circle one): Low Moderate High

Desired Implementation Date: _____

Description of Change: <i>Provide a brief overview of the change (requestor)</i>	
Reason(s) for Change Requested: <i>State why this change is required</i> <i>What will be the impact if the change is not implemented? (requestor)</i>	
Please do not use the space below.	
Time Required to implement the Change:	
Cost of the Change:	
Impact on Schedule and Staffing: <i>Identify any impacts on various aspects of the project (i.e.: Schedule; Scope; Cost; Quality)</i>	
Assessment/Comments:	
Recommendations	
<input type="checkbox"/> Approved as Requested	<input type="checkbox"/> Approved with Changes <input type="checkbox"/> Rejected
Name and Title	Signature
Name and Title	Signature
Date:	Date:

Schedule C - SERVICE LEVEL AGREEMENT

- a) The Application will always be normally available except when essential maintenance is required;
- b) During the Critical Election Period, essential maintenance will be performed during off-peak hours, to minimize any disruption to the Service;
- c) The availability of 99.9% per full calendar month (30 days) excluding scheduled maintenance or installations shall be deemed as fully compliant for the purpose of the VoterView service level commitment;
- d) Failures at the firewall or web server level will initiate automatic fail-overs within no more than ten seconds. If a switch is required to the fully functional backup site location the system will be available to all users within five minutes of the original interruption;
- e) DataFix will monitor the Application's availability and safeguard against the Application hanging or loss of connectivity to the database;
- f) DataFix will notify the Client forthwith of any server/application downtime. A live availability status page for VoterView is available at <http://status.voterview.ca>

I. DEFINITIONS

Business Days – Monday through Friday, excluding holidays observed by DataFix.

Business Hours – Business Days from 9 am to 5 pm local time.

Emergency Maintenance –Urgent patches or fixes that DataFix needs to apply to, or other urgent maintenance activities that DataFix needs to undertake for, the Services that affects Services availability during Business Hours.

Exclusion –Services unavailability due to: (i) circumstances beyond DataFix's reasonable control, including, without limitation, acts of God, acts of government, emergencies, natural disasters, flood, fire, civil unrest, acts of terror, strikes or other labour problems (other than those involving DataFix employees), or any other force majeure event or factors; (ii) any problems caused by systems, hardware or software not provided by DataFix; (iii) interruptions or delays in Services availability resulting from telecommunications or Internet service provider failures outside of DataFix's reasonable control; (iv) access problems resulting from SUBSCRIBER's use of internal, third party or non-DataFix-provided Authorized User authentication mechanisms; (v) any interruption or unavailability resulting from SUBSCRIBER's use of the Services in an unauthorized

or unlawful manner; (vi) any problems resulting from SUBSCRIBER's acts, errors or omissions; and/or (vii) any modifications to the Services made by any party other than DataFix.

Scheduled Maintenance –The provision of Services updates, upgrades, or other modifications.

Schedules Maintenance Window –The window during which Scheduled Maintenance may occur. Such window is anytime outside of Business Hours

II. SYSTEM REQUIREMENTS

The VoterView Application can run on any device that supports the following browsers. DataFix assumes that all necessary software and firmware updates are applied to support the below table. If a vendor ceases development and update support for the software/firmware listed in the table below, DataFix may either cease to support it as well.

Browser	Browser Version(s)
Google Chrome™	Most recent fully released version
Mozilla Firefox™	Most recent fully released version
Microsoft Internet Explorer™	Not supported
Microsoft Edge™	Most recent fully released version
Apple Safari™	Most recent fully released version

III. SUPPORT SERVICES

Email

E-Mails sent to the support email address support@voterview.ca will automatically create new support issues in the DataFix tracking system (which is based on JIRA from Atlassian Software Systems). New support issues are placed in the queue and all support personnel are notified.

Telephone

The support team can also be reached via the elections support line. Live support is provided during business hours. In the event all support personnel are occupied, messages can be left, and those messages will automatically trigger a new support issue in the JIRA tracking system. All DataFix support personnel receive notifications as soon as new support requests are received by JIRA, where the assignment of the request is performed.

After Hours Support

Issues during non-Business Hours will be routed and responded to immediately upon the next business day by the DataFix ticket owner.

Pager Duty:

The service is used to provide 24-hour support coverage during critical election periods, but the information shared with PagerDuty is limited to phone numbers for DataFix operations personnel and the contents of the alert message. At no point do those alert messages include any sensitive customer or voters' list information

IV. SERVICE LEVEL AGREEMENT

1. Services Availability

DataFix will use commercially reasonable efforts to provide the Minimum Services Availability for the Services. Notwithstanding the foregoing or anything else to the contrary in this Agreement, the Services will not be deemed to be unavailable due to any Exclusion.

2 Maintenance

DataFix will:

- a. perform all Scheduled Maintenance during the Scheduled Maintenance Window;
- b. notify Client at least twenty-four (24) hours prior to any Scheduled Maintenance that may affect Services availability during the Scheduled Maintenance Window;
- c. use commercially reasonable efforts to notify Client as early as possible prior to any Emergency Maintenance, but in any case, at least within one (1) hour after such Emergency Maintenance has begun.



Staff Report HR2021-030

Title of Report: HR2021-030– Administrative, Finance & By-Law Assistant
Department: Human Resources
Council Date: November 17, 2021

Recommendation:

Be it resolved that Council receive Staff Report HR2021-030 for information; and
That Council approve the job description for Administrative, Finance & By-Law Assistant with updates from staff and the Job Evaluation Committee; and
That Council approve the recommendations from Job Evaluation Committee to place the Administrative, Finance and By-Law Assistant position in pay band 12 of the Southgate Employee Pay Grid; and
That Council consider this new position in the 2022 operating budget discussions.

Background:

The following resolution was approved at the November 3, 2021 Council Meeting:
Moved By Councillor Dobreen **Seconded By** Councillor Shipston

Be it resolved that Council receive Staff Report HR2021-028 for information; and
That Council approve the draft job description for the Finance and By-Law Administrative Assistant; and
That Council direct staff to review and evaluate the draft job description for the Finance and By-Law Administrative Assistant 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 November 17, 2021 Council meeting with a report from the Job Evaluation Committee and the final version of the Finance and By-Law Administrative Assistant job description for approval.
Carried. No. 2021-617

Staff Comments:

The Job Evaluation Committee (JEC) met on November 8, 2021 and reviewed the draft job description for Finance and By-Law Administrative Assistant. Revisions were made with the JEC as well as with additional staff review and final draft with updates in red is included as Attachment #1. One change to note is the job title which was updated to Administrative, Finance and By-Law Assistant. The JEC has recommended the Administrative, Finance and By-Law Assistant be placed in Pay Band 12 of the Southgate Employee Pay Grid.

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.

Goal 2 - Revitalizing Downtown Dundalk

2-D - The Township will have taken aggressive action to enforce compliance by downtown buildings with property standards Building Code, and Fire Code regulations.

Goal 5 - Upgrading our "Hard Services"

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

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

Concluding Comments:

1. That Council receive this report as information.
2. That Council approve the job description for Administrative, Finance and By-Law Assistant.
3. That Council approve the recommendations from Job Evaluation Committee to place the Administrative, Finance and By-Law Assistant 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*** _____

Bev Fisher, CBO

Dept. Head Approval: ***Original Signed By*** _____

William Gott, Treasurer

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

Dave Milliner, CAO

Attachments: Attachment #1: Administrative, Finance and By-Law Assistant Job Description with updates

Township of Southgate

JOB DESCRIPTION

Date of Update: November 2021	Administrative, Finance & By-Law Assistant
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Section A: Position Description

1) Position Identification

The purpose of this section is to determine your current position within the organization.	
Name:	Supervisor's Name: William Gott & Bev Fisher
Job Title: Administrative, Finance & By-Law Assistant	Supervisor's Job Title: Treasurer & Chief Building Official
Standard hours of work per week: 35 hours per week	Eligibility to Group Insurance: Yes Eligibility to OMERS: Yes
Location of Position: Hopeville Administration Office	Department / Division: Finance & By-Law Enforcement
Employment Status: Permanent Full Time Salaried	Pay Band: 12

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

~~Share in the responsibility~~ **First point of contact** for front counter/reception duties, answering phones, taking payments and tax collections, and opening/distribution of mail.

Responsible for performing accounts receivable duties in relation to animal licensing, facility scheduling, ~~fire department~~, cash receipts and other miscellaneous cash receipts.

Support general administrative responsibilities related to receiving, tracking, documenting and reporting on By-law Enforcement complaints related to Property Standards, Noise, Zoning, Fire, Canine Control, etc. compliance.

Key Responsibilities	Tasks	Percent of Time
Administrative Support & Customer Service	<ul style="list-style-type: none"> - Share in the responsibility First point of contact for front counter/reception duties, answering phones, etc. - Opening/distributing mail. - Provide administrative support for taxation matters (i.e. customer inquiries, sending tax bills/notices, etc). - Administrative Support for Economic Development as required. 	20%
Animal Licensing	<ul style="list-style-type: none"> - Order license tags - Issue invoices and follow-up to include past due notices and collection of outstanding accounts. - Balance receivables to sub-ledger (monthly). - Work with Canine Control Officer on Kennel licenses and receivables. 	10%
Miscellaneous Accounts Receivable	— Issue invoices for the fire department with follow-up to include past due notices and collection of outstanding accounts.	10%
Cash Receipts	<ul style="list-style-type: none"> - Process/record EFT receipts (daily) [except Mortgage companies] - Responsible for taking payments and tax collections at Front Counter. - Process/record cash receipts from the Library, Recreation, Waste Landfill/Transfer Station 	20%
Facility Scheduling	<ul style="list-style-type: none"> - Receive bookings and issue contracts for rentals of municipal facilities - Issue invoices and collect payment for use of municipal facilities 	10%
By-Law	<ul style="list-style-type: none"> - Work under the direction of the By-Law Enforcement Officer(s). - Administrative responsibilities related to receiving, tracking, documenting and reporting on By-Law Enforcement complaints. - Issue invoices and collect payment for by-law related occurrences. - Maintaining files, managing compliance deadlines, scheduling investigation visits, issuing of warning letters, orders to comply and court summons under the direction of the By-Law Enforcement Officer(s). 	30%

Other	<ul style="list-style-type: none"> - Represent the Municipality when performing day-to-day duties (i.e. contact with public). - Provide backup support for utility receivables, and other miscellaneous receivables not included in this job description. - Provide backup support for the Building Department Administrative Assistant in their absence. - Performs all other duties as assigned by Supervisor. 	15 10%
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Section B: Skills

1) Formal Education and External Training

<u>Highest level required</u>	<u>Specific Specialty or Degree? (List)</u>
<input type="checkbox"/> High School <input type="checkbox"/> Vocational School <input checked="" type="checkbox"/> Community College <input type="checkbox"/> University Degree <input checked="" type="checkbox"/> Individual Courses	2 year Community College Diploma in Business Administration or equivalent work experience of 5 2 years is preferred.
License or Professional Designation Not required	
Is it a requirement of your job to keep "up-to-date" by reading or taking courses / seminars? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Discuss: May attend courses/seminars on an as-needed basis. Stay up to date on municipal by-laws such as Property Standards, Noise, Zoning, etc.	

2) Required on the Job Training

Specific Internal Training Keystone User Group Meetings/Training Courses.	Months to Complete Twice annually
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3) Work Experience

Experience	Minimum Years Required
• Computer experience	2 years
• Accounting experience	2 years
• Cash handling	2 years
• Dealing with the public	2 years

4) Other Key Skills:

- Good organizational skills
- Good communication and interpersonal skills
- Good computer and software application skills
- Good mathematical skills

5) Key Relationships (Contacts)

Internal Contacts	Frequency	Purpose	Method
Co-workers (my dept.)	Daily		
Co-workers (other dept.)	Daily		
Supervisor (my dept.)	Daily		
Supervisor (other dept.)	Frequently		
Dept. Head (my dept.)	Frequently		
Dept. Head (other dept.)	Occasionally		
CAO	Occasionally		
Council (your own)	Seldom		
External Contacts	Frequency	Purpose	Method
Ratepayers	Frequently		
General Public (Not residents)	Occasionally		
Children/Students	Seldom		
Seniors	Seldom		
Staff in other municipalities	Seldom		
Business representatives	Seldom		
Consultants, Engineers, Planners, etc.	Seldom		
Auditors	Annually		
Suppliers	Seldom		
Solicitors	Seldom		
Funding Organizations	Seldom		
Government Officials	Seldom		
Boards	Seldom		
Council (other municipalities)	Seldom		
Media	Seldom		
Ratepayers Groups	Seldom		
Software Support Tech.	Seldom		
Interpersonal skills: Extending common courtesy; handling complaints, working cooperatively; responding to basic needs or requests; identifying needs; advising			

6) Decision Making

Must use judgment and tact in dealing with complex problems relating to the day-to-day operations of the Municipality.

Must be empathetic, yet proactive when dealing with the public, employ human relation skills.

7) Problem Solving Responsibilities

Ability to analyze and evaluate operations, and develop and implement corrective action to resolve problems. Complex issues are escalated to the appropriate individual(s)

8) Equipment & Technology Utilized

Operating systems, Accounting software, Tax module, Microsoft products.

Section C: Responsibility

1) Program Delivery

Supports the delivery of administration and financial programs as well as provides research to By-Law Enforcement Officer(s) when required.

2) Impact and Accountabilities

Must maintain confidentiality where residents/ratepayers are concerned.

Must ensure accurate data entry as errors can result in incorrect invoicing to customers.

3) Supervision

Direct Subordinates – Job Titles	Number of Staff
None.	
Indirect Subordinates – Job Titles	Number of Staff
None.	
Provides training/instruction to others – Job Titles	Number of Staff
None.	

4) Material and Information Resources

Computers and other standard office equipment.
Confidential customer information.

5) Financial Resources

Not directly responsible for expenditures of money; however, responsible for handling, balancing and accuracy of recorded collections.
Responsible for accurate accounting data entry and reporting.

Section D: Working Conditions

1) Physical Environment

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

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

2) Health & Safety Hazards

Minimal hazards, office environment.
May encounter irate customers when providing By-Law Enforcement support.

Health and Safety Responsibilities

Responsible to perform duties in a Health and Safety conscious manner.

3) Travel

N/A

4) Driving

Driving to seminars to occur occasionally.

5) Mental Environment

Busy office environment, open concept.
Constant interruptions, dealing with unhappy people (sometime ratepayers) and deadlines contribute to stress.

Section E: Effort

1) Mental Effort

Strong mental effort required for accuracy.
Deadlines and task management are major components of work effort.
Constant interruptions – public, residents, co-workers, telephone.

2) Physical Effort

Minimal physical effort required.
Excellent keyboarding skills. There will be long periods of data processing required.
Prolonged periods of sitting.

Section F: Additional Information

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

I have reviewed this job description with the employee and make the following comments.

Employee: _____
Signature

Date Completed: _____

Supervisor: _____
Signature

Date Completed: _____

CAO: _____
Signature

Date Completed: _____

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



Phone: 519-923-2110
Toll Free: 1-888-560-6607
Fax: 519-923-9262
Web: www.southgate.ca

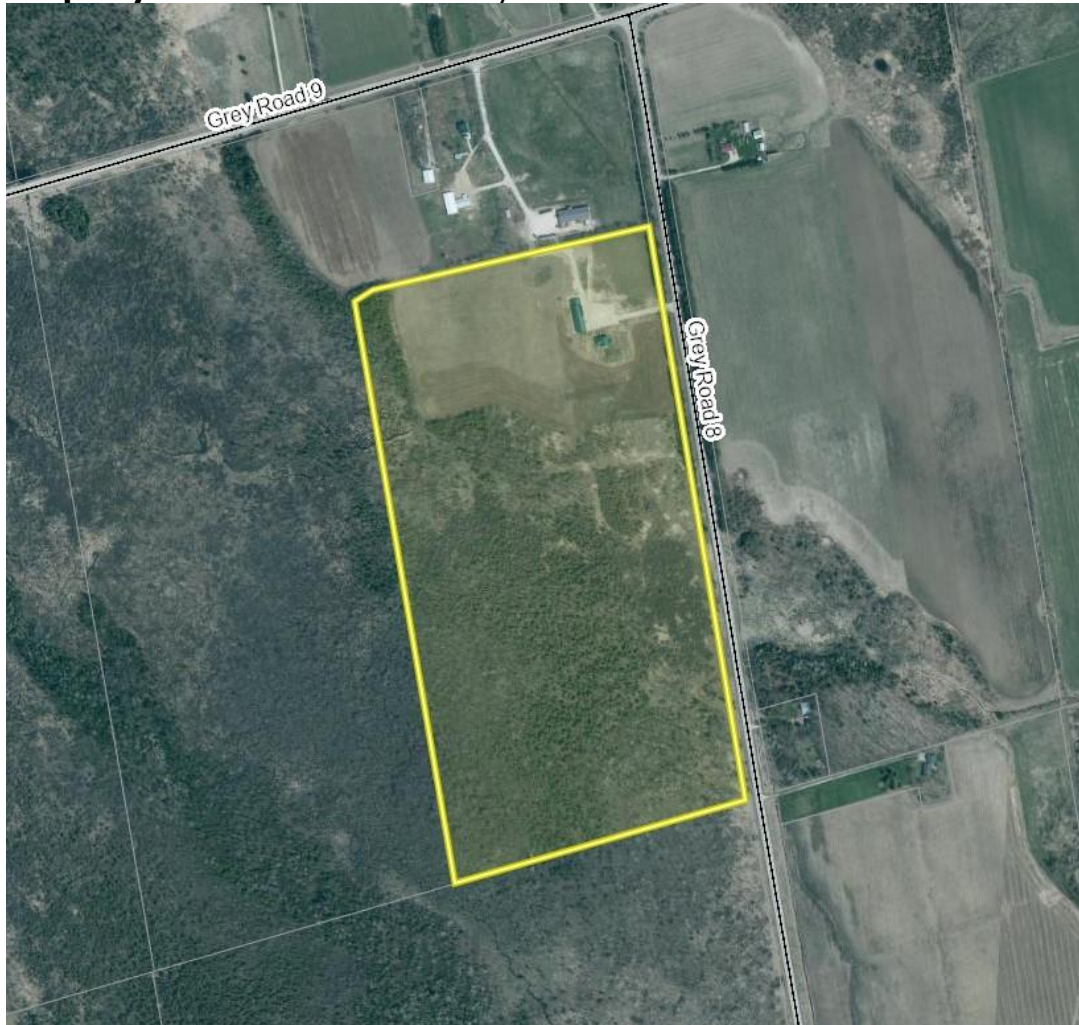
Staff Report PL2021-094

Title of Report: PL2021-094-C17-21 South Grey Enterprises inc.
Department: Clerks
Branch: Planning Services
Council Date: November 17, 2021

Recommendation:

Be it resolved that Council receive Staff Report PL2021-094 for information; and
That Council consider approval of By-law 2021-166.

Property Location: 312376 Grey Road 8



Subject Lands:

The subject lands are described as Con 12, Lot 37 Geographic Township of Proton and are approximately 29.5ha (73 acres). The lands have frontage on Grey road 8 and are alternatively described as 312376 Grey Road 8.

The Purpose of the zoning bylaw amendment is to allow for an Agricultural related use being a small scale Industrial Use shop. The owners wish to add the shop to the list of permitted uses for the Agricultural A1-386 exception zone. The shop including office and power room will have a maximum size of 750m² with outside storage of approximately 500m².

The Effect of the zoning by-law amendment is to change the zoning provisions on the subject lands to permit the Industrial Use shop within the existing agricultural exception zone (A1-386). 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#C17-21-South-Grey-Enterprises-Inc-Nelson-and-Amy-Martin->

The comments received include:

The Historic Saugeen Metis have no concerns or objections.

The Public Works Department indicate that the property is within Grey County jurisdiction and will require applicable permits from the County.

The County of Grey staff indicate that provided positive comments are received from the Conservation Authority, D6 guidelines can be met and that the applicant apply for a Commercial Entrance permit, County planning staff have no further concerns with the subject application.

The SVCA indicate the proposal is acceptable to SVCA staff. The applicants have addressed the Endangered species comments with the MECP.

Enbridge Gas indicate that they do 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 D6 guidelines, the proposed use is considered under the guidelines to be a category 1 use with a minimum setback of 70m. The proposal will be over 180m from the closest neighbouring dwelling and will meet this setback requirement. The proposal is able to meet the D 6 guidelines.

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:

2020	Assessment	Tax Rate	Taxation
RT (Residential)	\$ 250,000	1.279978%	\$ 3,199.95
FT (Farm)	\$ 300,000	0.283931%	\$ 851.79
	<u>\$ 550,000</u>		<u>\$ 4,051.74</u>

2021	Assessment	Tax Rate	Taxation
RT (Residential)	\$ 400,000	1.301060%	\$ 5,204.24
FT (Farm)	\$ 365,468	0.288527%	\$ 1,054.47
	\$ 765,468		\$ 6,258.71
JT (Industrial)	\$ 150,000	2.982098%	\$ 4,473.15
	<u>\$ 915,468</u>		<u>\$ 10,731.86</u>

Of the total taxes of \$10,731.86 above, the Township receives \$5,917.93 (\$2,154.73 pertaining the shop), The County receives \$2,742.13 and the local Board of Education receive \$2,071.79.

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 \$21,547.30 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 \$17,857.34 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 \$40,517.40 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 \$125,175.94 in property taxes and development charge revenue, which is 3.09 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 supports farming and grows the rural economic base. 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 proposed industrial 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 storage area will be approximately 500m² . 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 uses permitted within the A1-386 agricultural exception zone 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 neighbouring residence is 180m to the east.

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 2021-166

being a by-law to amend Zoning By-law No. 19-2002, entitled the
“Township of Southgate Zoning By-law”

Whereas the Council of the Corporation of the Township of Southgate deems it necessary to pass a by-law to amend Zoning By-law No. 19-2002; and

Whereas pursuant to the provisions of Section 34 of the Planning Act, R.S.O. 1990, as amended, by-laws may be amended by Councils of municipalities.

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

1. **That** this by-law shall apply to those lands described as CON 12 PT LOT 36 and Pt lot 37, geographic Township of Proton, in the Township of Southgate and shown on Schedule “A”, affixed hereto, from:

- **Agricultural (A1-386)**

2. **That** Section 33 to By-law No. 19-2002 is hereby amended by replacing section 33.386 with the following:

"33-386 Con 12, Pt lot 36, & Pt lot 37 (Proton)	A1-386	Notwithstanding the provisions of Sections 6.0 or any other provisions to the contrary, the land zoned A1-386 shall be subject to the following regulations: in relation to an additional permitted use being a small scale dry industrial use. a) Minimum lot size 30ha b) a small scale dry industrial use shall be a permitted use in addition to the uses of the A1 zone. 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; c) The use shall remain secondary to the principle use of the property, being an agricultural use. d) The maximum combined size of the Industrial workshop, power room, office and lunch room shall not exceed 750 m ² e) The maximum size of all outdoor storage shall be 500m ² . If the size limits in clause (d) above have not been reached, the outdoor storage area may be expanded provided the combined structure size in clause (d) and the outdoor storage area do not exceed 1250m ² . f) All outside storage shall be screened from view by way of fencing or landscaped buffer. g) The shop shall be setback a minimum of 44m from the front lot line along Grey Road 8.
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h) The shop shall be setback a minimum of 45m from the north side lot line and 500m 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 17th day of November 2021.

John Woodbury – Mayor

Lindsey Green – Clerk

Explanatory Note

This by-law applies only to those lands described as CON 12 Pt LOT 36 and Pt LOT 37 geographic Township of Proton, in the Township of Southgate. 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 A1-386 exception zone. The shop including office and power room is proposed to be up to 750m² with outside storage of approximately 500m².

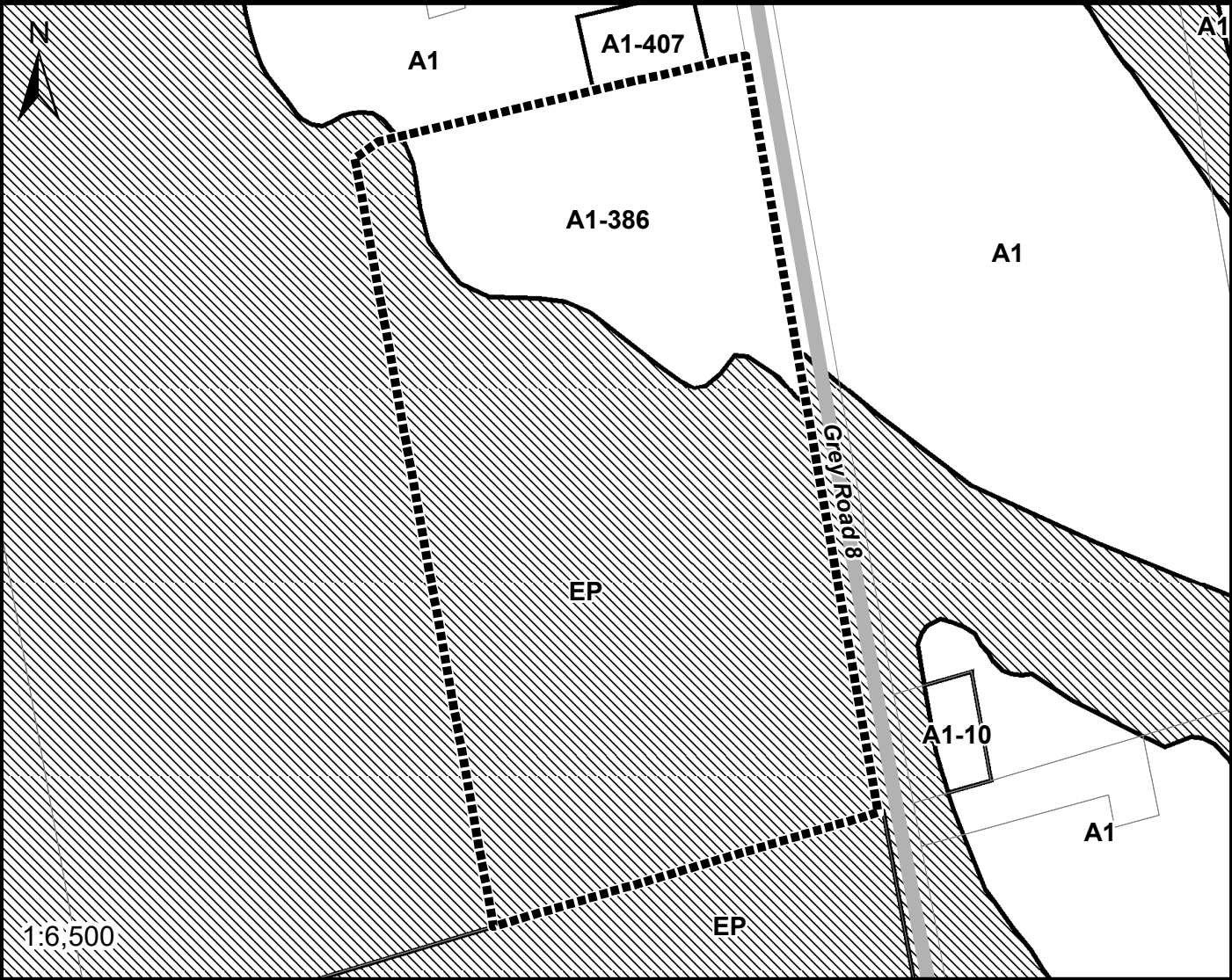
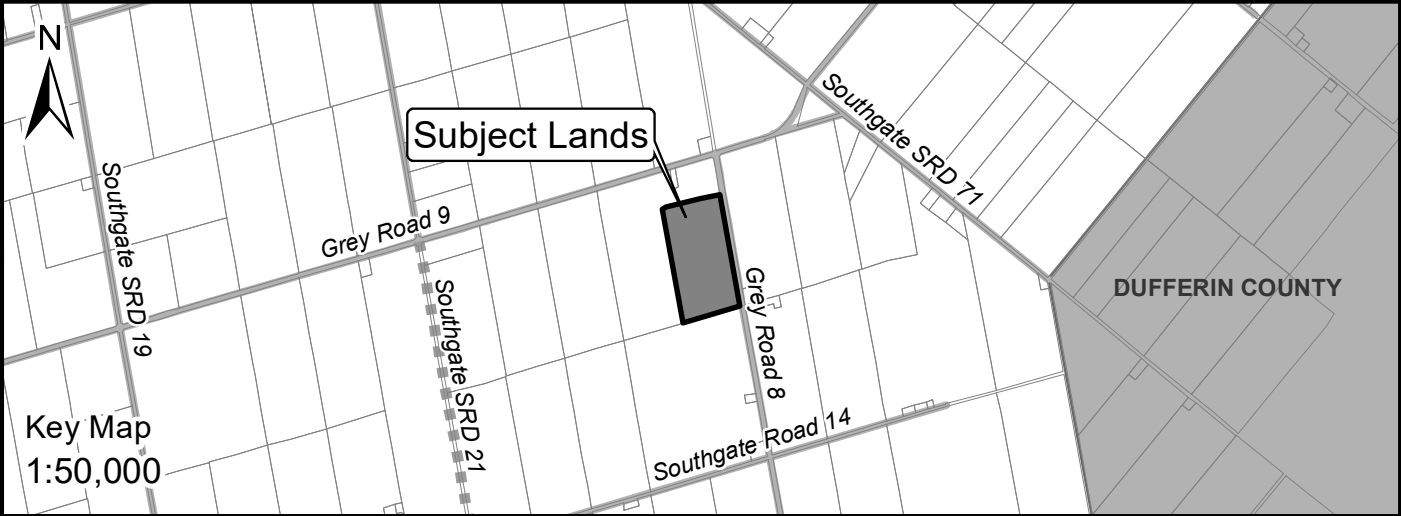
The Effect of the zoning by-law amendment would be to change the zone on a portion of the subject lands to permit the Industrial Use shop within the existing agricultural exception zone (A1-386). Any Environmental Protection Zone Boundary may be adjusted based on Conservation Authority comments.

The Township of Southgate Official Plan designates the subject lands Rural, Agricultural and Hazard lands.

Schedule "A"
By-Law No. 2021-166
Amending By-Law No. 19-2002
Township of Southgate
Geographic Township of Proton

Date Passed: November 17, 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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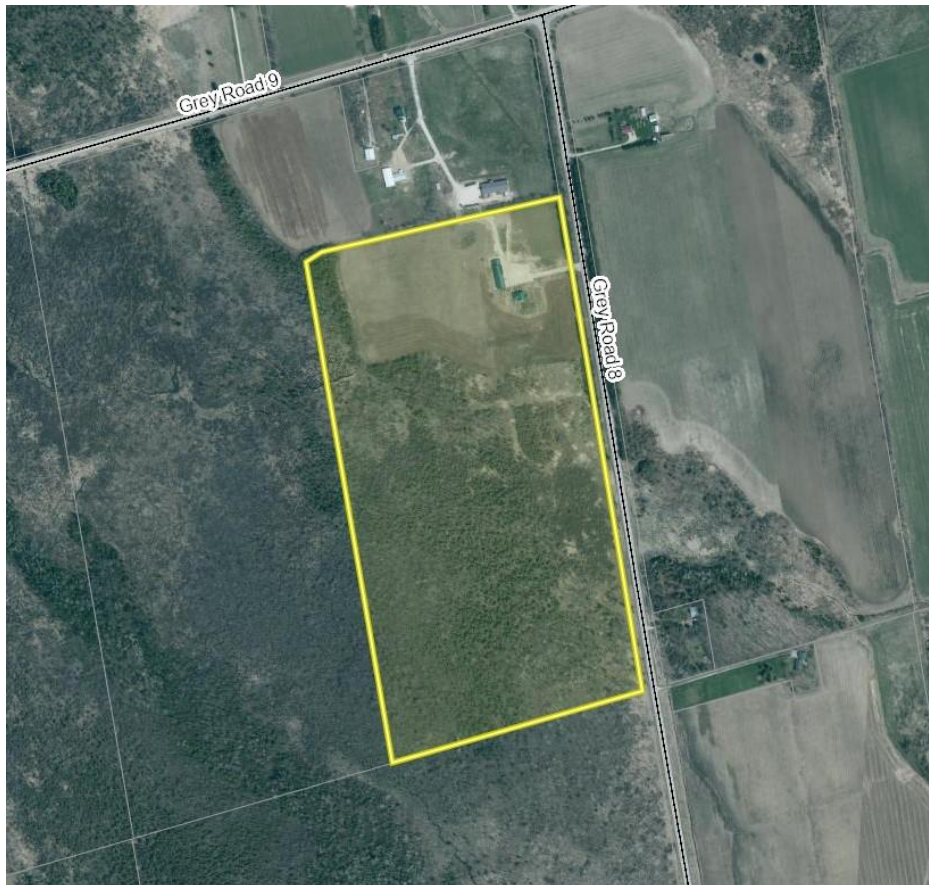
Staff Report PL2021-092

Title of Report: PL2021-092-SP 19-21 South Grey Enterprises inc
Department: Clerks
Branch: Planning Services
Council Date: November 17, 2021

Recommendation:

Be it resolved that Council receive Staff Report PL2021-092 for information; and
That Council consider approval of By-law 2021-164 authorizing the entering into a Site Plan Agreement.

Property Location: Concession 12 Pt Lot 37, Geographic Township of Proton, Township of Southgate alternatively described as 312376 Grey Road 8.



Background: The zoning amendment application C17-21 went to a public meeting on July 21, 2021 and is before Council today on November 17th, 2021.

The comments received from the public meeting can be found at the following link:

<https://www.southgate.ca/en/municipal-services/planning-applications-public-notice.aspx#C17-21-South-Grey-Enterprises-Inc-Nelson-and-Amy-Martin->

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, as necessary, to blend it in with the surrounding area.
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 permit from the County of Grey.
5. Requiring a water reservoir be installed should the Township fire department deem it necessary in future.

The closest neighbouring residence is 180m away on the neighbouring farm across County Road 8. 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 2021-164 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 2021-164

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 Southgrey Enterprises Inc. and the Township of Southgate for the development of the lands described as Con 12, Pt Lot 37, 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 17th day of November 2021.

Read a third time and finally passed this 17th day of November 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: Southgrey Enterprises Inc.

(hereinafter called the "OWNERS" OF THE FIRST PART)

- and -

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

(hereinafter called the "TOWNSHIP" OF THE SECOND PART)

WHEREAS the OWNERS represents that they are the owners of these lands and premises in the Township of Southgate in the County of Grey, being more particularly described in s Schedule "A"

AND WHEREAS the OWNERS have applied to the TOWNSHIP to permit development on the OWNER'S lands;

AND WHEREAS the Encumbrancer(s) (if any) hold registered security interests in the lands and all Encumbrancers of the lands are included as parties to this Agreement

AND WHEREAS the OWNERS have agreed with the TOWNSHIP to furnish and perform the works, material, matters and things required to be done, furnished and performed in the manner hereinafter described in connection with the proposed use of the subject lands;

AND WHEREAS the said lands have been designated by the Council of the TOWNSHIP as being within a site plan control area as provided by Section 41 of the Planning Act, R.S.O. 1990, as amended;

NOW THEREFORE witnesseth that in consideration of other good and valuable consideration and the sum of one -----(\$1.00)-----DOLLAR of lawful money of Canada now paid by the TOWNSHIP to the OWNER, the receipt whereof is hereby acknowledged, the OWNERS and the TOWNSHIP covenant, declare and agree as follows:

SECTION 1 - LANDS TO BE BOUND

1. The lands to be bound by the terms and conditions of this Agreement (sometimes referred to as "the subject lands"), are located in the geographic 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 Grey Road 8. A commercial entrance permit is required from the County of Grey to upgrade the existing entrance 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: Southgrey Enterprises Inc
 312376 Grey Road 8
 Dundalk, ON N0C 1B0

To the TOWNSHIP: Clerk
Township of Southgate
185667 Grey Rd 9, R.R. 1,
Dundalk, ON
N0C 1B0

IN WITNESS WHEREOF the corporate parties have executed this Agreement by affixing thereto their corporate seals, as attested by the hand of their proper signing officers duly authorized in that behalf.

AND IN WITNESS WHEREOF the natural parties hereto have hereunto set their hands and seals. Signing authorized by By-law 2021-164.

SIGNED, SEALED AND
DELIVERED

in the presence of:

Witness

Witness

) SOUTHGREY ENTERPRISES INC.
)
)
)
)
)
) Per: _____
) Name: Nelson Martin
) Date: _____
)
)
) Per: _____
) Name: Amy Martin
) Date: _____
)
)
) [We have authority to bind the corporation]
)
)
)
) **THE CORPORATION OF THE**
) **TOWNSHIP OF SOUTHGATE**
)
) Per: _____
) John Woodbury, Mayor
)
)
) Per: _____
) Lindsey Green, Clerk
)
) Date: _____
)
) We have authority to bind the corporation
)
)
)

Schedule "A"

THE LAND

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

**Concession 12 Pt Lot 37, Geographic Township of Proton,
Township of Southgate alternatively described as 312376
Grey Road 8**

Schedule "B"

SITE PLANS

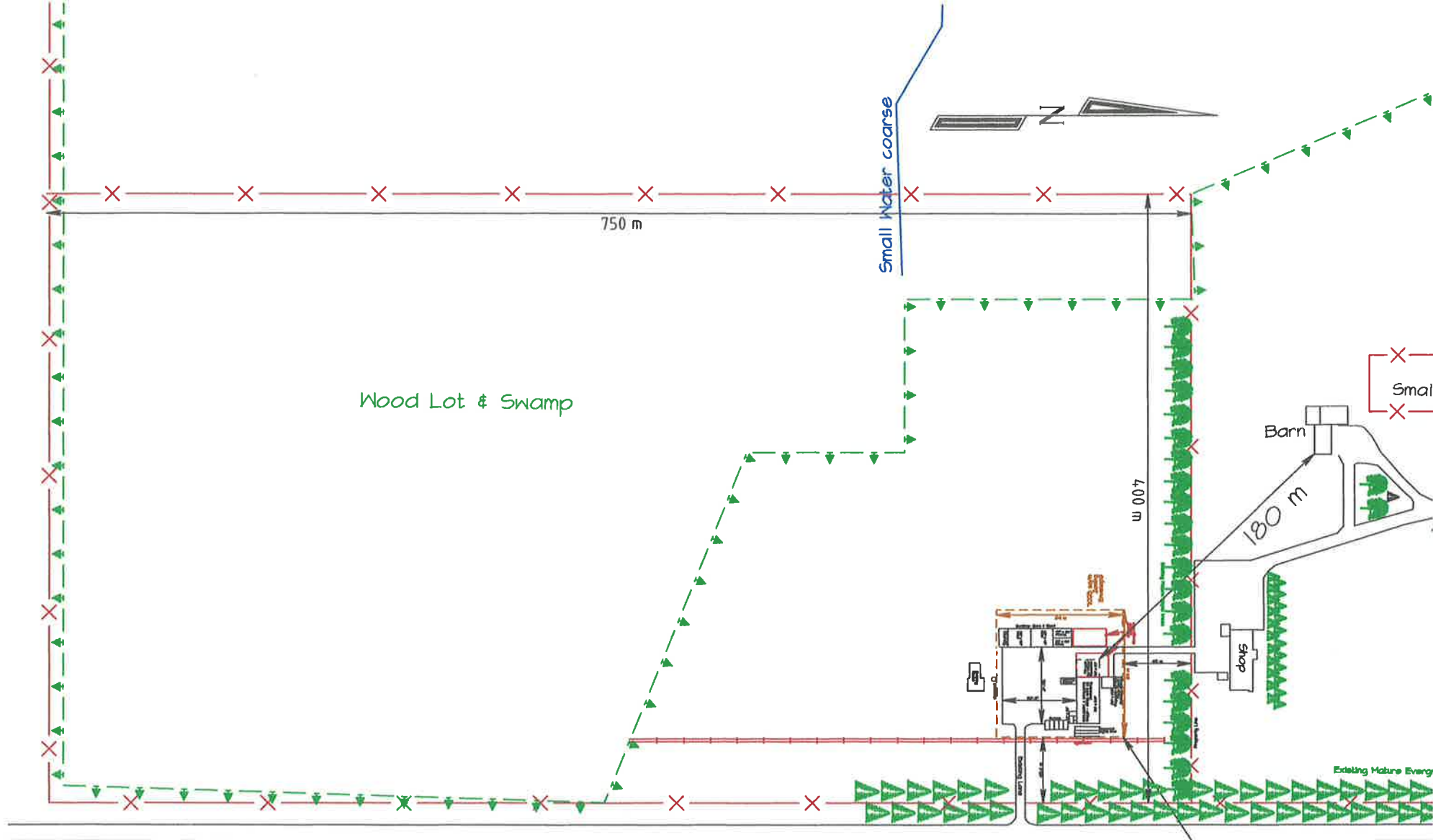
Drawing #1. Dated November 17th, 2021 and signed by the planner

Drawing #2. Dated November 17th, 2021 and signed by the planner

Drawing #3. Dated November 17th, 2021 and signed by the planner

Drawing #4 Dated November 17th, 2021 and signed by the planner

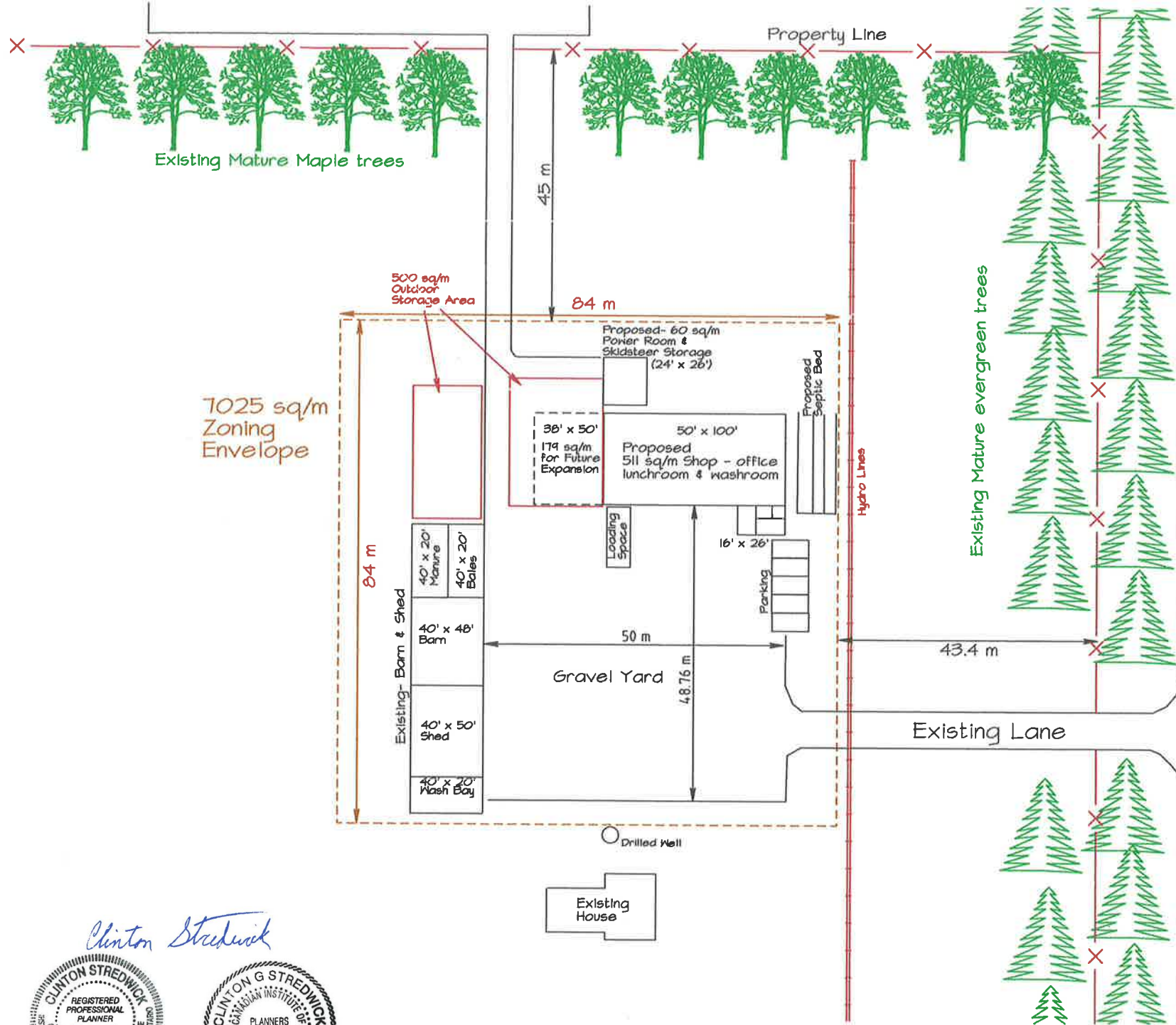
Drawing #5 Dated November 17th, 2021 and signed by the planner



Grey Road 8

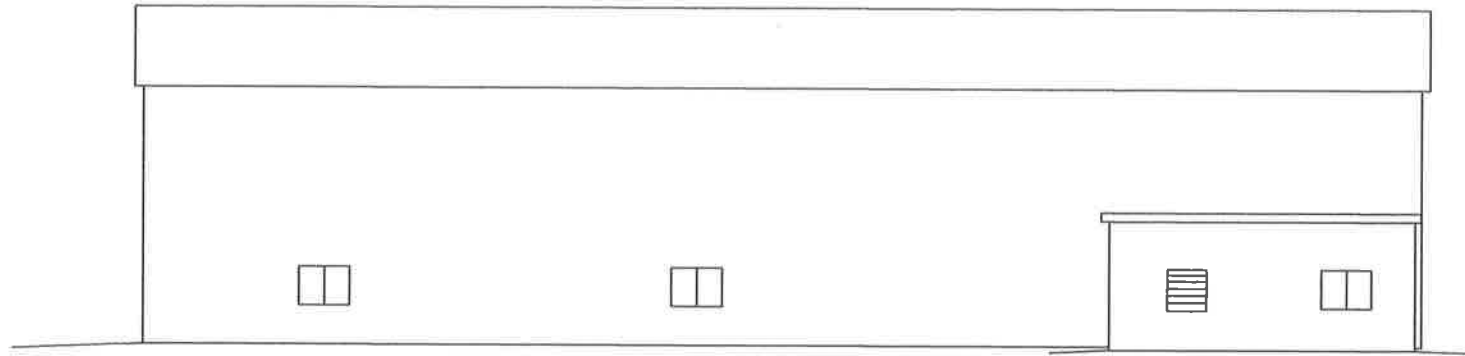
180 m
House



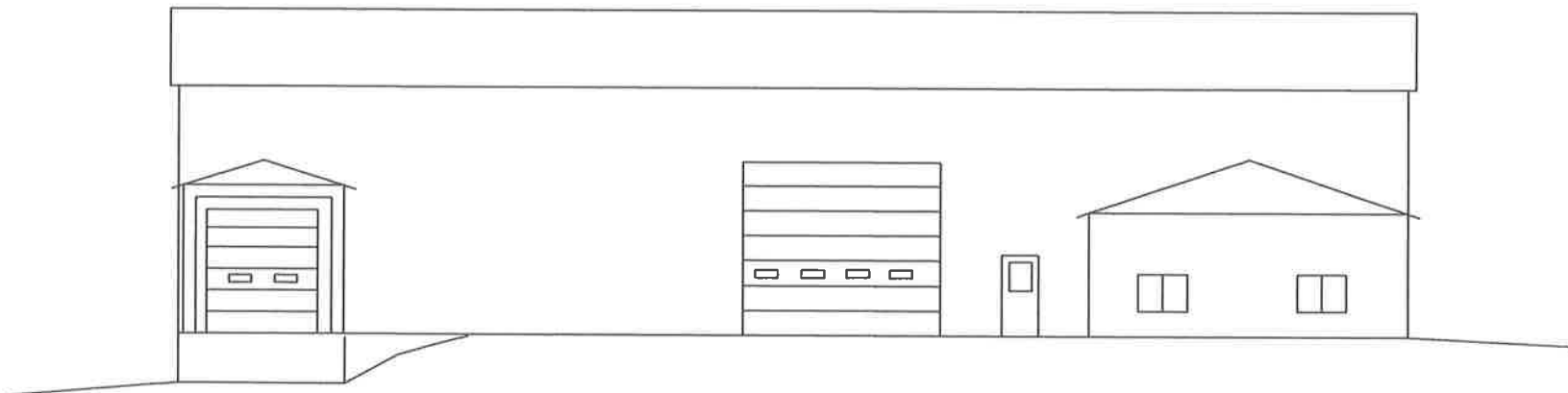


Grey Road 8



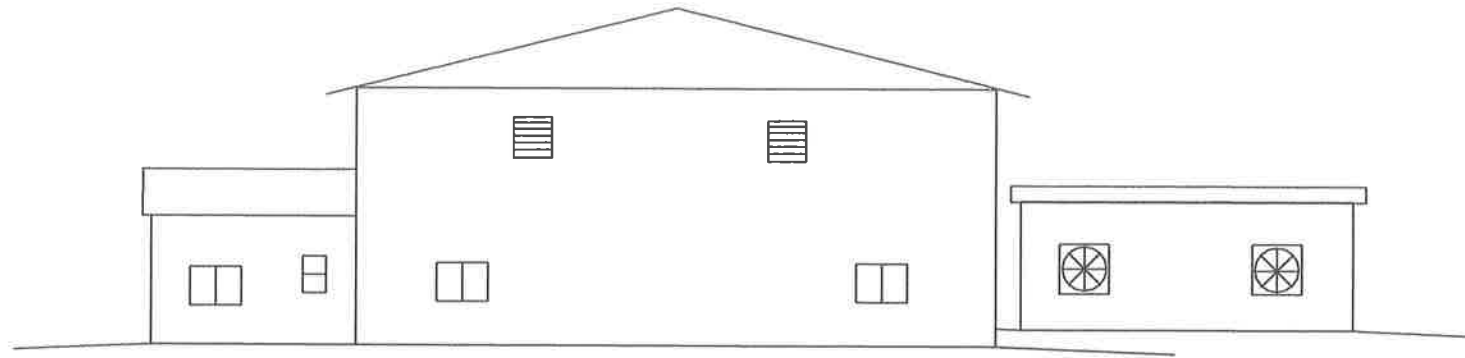


North Elevation

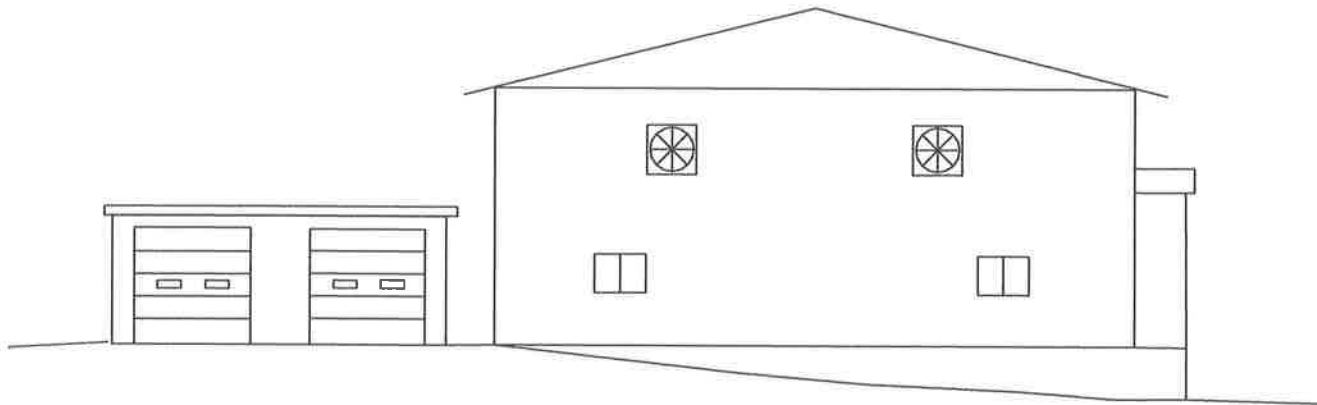


South Elevation

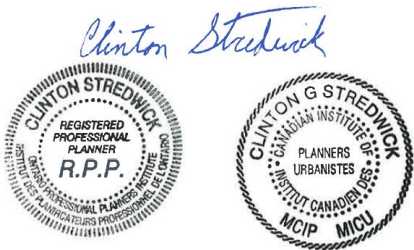




West Elevation



East Elevation





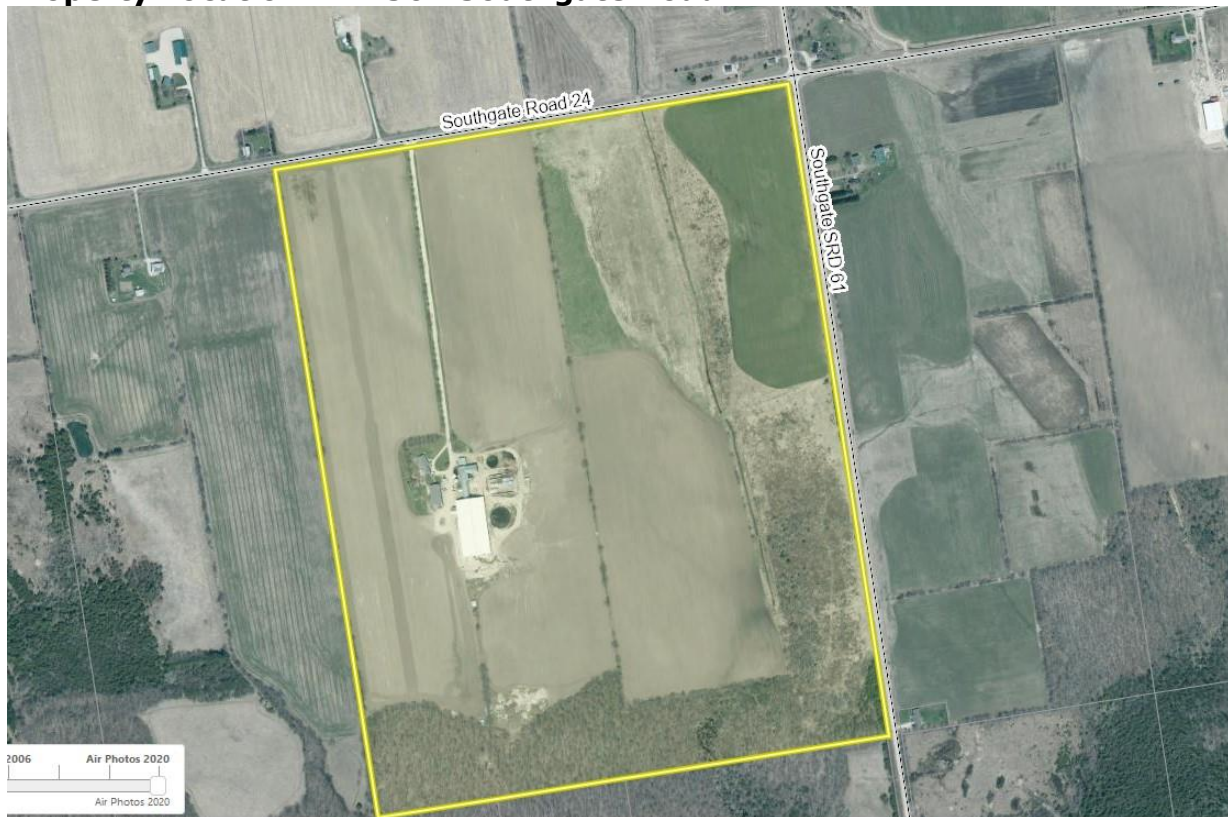
Staff Report PL2021-096

Title of Report: PL2021-096-C25-21 Pennings
Department: Clerks
Branch: Planning Services
Council Date: November 17, 2021

Recommendation:

Be it resolved that Council receive Staff Report PL2021-096 for information; and
That Council consider approval of By-law 2021-168 permitting the erection of a garden suite on the subject lands.

Property Location: 244562 Southgate Road 24



Subject Lands:

The subject lands are described as CON 19 LOT 24 LOT 25, Geographic Township of Egremont and are approximately 205 acres. The lands have frontage on Southgate Side Road 61 and Southgate Road 24. The are alternatively described as 244562 Southgate Road 24.

The Purpose of the zoning by-law amendment is to consider an application, to permit a garden suite for a period of up to 20 years to be located on the subject property.

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 (A1-505) to allow for a garden suite, on the property.

Background

A Public meeting was held virtually on October 20, 2021. Supporting documents and comments posted on the website are available at:

<https://www.southgate.ca/en/municipal-services/planning-applications-public-notice.aspx#C25-21-Jackie-Pennings>

The comments received include:

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 provided the proposed garden suite can be adequately serviced and is designed to be portable, County staff have no concerns with the subject zoning by-law amendment application.

The SVCA indicate the proposal is acceptable to SVCA staff.

Public Comments

Marsha Jackson and Carl Gilbert express their complete support for the amendment and they wish to receive notice of the decision.

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 Agricultural lands.

The PPS and Planning Act permit a variety of housing types including, in the Rural areas 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". The OP allows for 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. 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 Garden suite is proposed to be located within the farm building cluster on the subject 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 A1-505 zone. The garden suite will be located in the exterior side yard as per the submitted drawings and remain within 100ft of the farm buildings.

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 2021-168

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** this by-law shall apply to the lands described as CON 19 LOT 24 LOT 25, geographic Township of Egremont, in the Township of Southgate. Further described as 244562 Southgate Road 24 and shown on Schedule "A", affixed hereto.
- 2. That** Section 33 to By-law No. 19-2002 is hereby amended by adding section 33-505 with the following section as follows:

"33-505 Con 19, lot 24, & lot 25 (Egremont)	A1-505	Notwithstanding the provisions of Sections 6.0 or any other provisions to the contrary, the land zoned A1-505 shall permit, in addition to the permitted uses of the "A1" zone, a garden suite. The following additional special provisions shall apply to the zone and Garden Suite: <ul style="list-style-type: none">i) A "garden Suite shall be permitted for a period not to exceed November 17, 2041, unless a by-law is passed extending the time period.ii) The Garden suite shall not be permitted in the front yard.iii) The garden suite shall be located within 30m of the existing farm building cluster.
--	---------------	--

- 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 17th day of November 2021.

John Woodbury, Mayor

Lindsey Green, Clerk

Explanatory Note

This by-law applies only to those lands described as CON 19 LOT 24 LOT 25, geographic Township of Egremont, known municipally as 244562 Southgate Road 24, in the Township of Southgate. The purpose of the proposed zoning by-law amendment is to permit a temporary garden suite on private services for a period not exceeding 20 years.

The effect of the By-law is to add the garden suite use to the list of permitted uses in the Agricultural Exception zone A1-505.

The Township Official Plan designates the subject lands as Agricultural.

Lindsey Green, Clerk

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 PL2021-097

Title of Report: PL2021-097-OPA#31 Flato Glenelg phase 2
Department: Clerks
Branch: Planning Services
Council Date: November 17, 2021

Recommendation:

Be it resolved that Council receive Staff Report PL2021-097 for information; and
That Council consider approval of By-law 2021-169.

Property Location: Pt of lots 225 and 226, Con 2, SWTSR, Geographic Township of Proton, Township of Southgate



Subject Lands:

The subject lands are described as Pt Lots 225 and 226, Concession 2 SWTSR Geographic Township of Proton and are approximately 18.4 ha in area. The lands have access to Glenelg Street through the Flato Glenelg Phase one draft plan, which is under construction. The subject lands are currently vacant with a portion of the lands used for agriculture while the southwestern portion of the lands is Hazard lands. The northern side of the subject lands is bounded by the County CP Rail Trail and agricultural lands. To the east is Flato Glenelg Phases one. To the west is Hazard lands a few rural residential lots and to the northwest is agricultural lands.

The Purpose

A plan of subdivision application known as the Southgate Meadows Glenelg Phase 2 proposes to create a total of 155 residential units comprising of 83 single detached units, 66 townhouse units and 6 partial lots on the subject lands. The site is proposed to gain access through the draft approved plan of subdivision – Southgate Meadows Phase 1 from Corbett Street and Aitchison Avenue. Further internal roads are proposed to be constructed to provide access to the proposed lots. The proposed lots would be serviced by municipal water and sewer services. See Attachment 1

The Effect of the proposed Southgate Official Plan Amendment would be to redesignate the subject lands from the Rural and Hazard Lands designations to the Neighbourhood Area and Hazard Lands designations to permit the proposed development.

Background

A Public meeting was held virtually on January 27, 2021. Supporting documents and comments posted on the website are available at:

<https://www.southgate.ca/en/municipal-services/planning-applications-public-notice.aspx#C21-20-OPA3-21-Southgate-Meadows-Inc-Glenelg-Phase-2>

The comments received include:

The Historic Saugeen Metis have no concerns or objections.

The SVCA indicate the proposal is acceptable to SVCA staff. It has demonstrated consistency with Section 3.1, Natural Hazard policies of the PPS 2020. It has demonstrated consistency with Section 2.1 Natural Heritage policies of the PPS 2020. It has demonstrated consistency with local planning policies for natural heritage has been demonstrated.

Enbridge Gas indicate that as a condition of final approval that the owner provide the necessary easements and or agreements required for the provision of gas service for this project, in a form satisfactory to Enbridge.

Bruce Telecom have no concerns or issues.

Canada Post will provide mail delivery service through centralized community Mailboxes; and will work with the developer to determine a suitable permanent location for them. Once the development is approved, they require notification of the new civic addresses.

Eastlink indicated that once the subdivision is approved, they will require the detailed hydro plans for their planning.

Township of Southgate Public Works indicate that the subdivision will need to be on municipal water, sanitary sewer and storm water service connections. Road widening is not required. The property is located in Well Head Protection Area D.

Bell Canada requests conditions of draft approval to ensure that there are necessary easements provided to Bell Canada to service this new development and that the Owner will be responsible to provide entrance and service ducts from Bell Canada's existing network infrastructure to service the development.

Hydro One has no comment or concern at this time.

The Grand River Conservation Authority (GRCA) indicate that the subject lands are entirely within the Saugeen Valley Conservation authority (SVCA) jurisdiction and will defer commenting to the SVCA.

Public comments received include the following:

At the public meeting there were verbal comments provided by Shan Elliot of 356 Glenelg St, indicating that she supports both phase 1 and 2 of the Southgate Meadows development and would like to see sewer services extended all the way down Glenelg Street in the future so that their property can connect to municipal sewer services.

A comment was raised at the public meeting about the impact of the development on the residents of Doyle Street. The development is connected to the lots on Doyle Street via the rail trail. It is anticipated that the impacts on Doyle Street Residents would be minimal.

Planning Report PL2021-079 was brought before Council on September 15, 2021, recommending a resolution of support for the Expansion to the Dundalk Settlement Area (Attachment 2) to be forward on to Council.

The County has recently approved the County Official Plan Amendment that is required at their October 28th session of County Council.

This report furthers the process by designating the lands that are now within the settlement area for Development.

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 discussed below.

The PPS provides direction for growth and development within the province of Ontario. In general, the PPS directs the majority of growth to serviced settlement areas. The County Official Plan Amendment that was recently approved enlarging the settlement area to include the subject lands.

In order to enlarge the settlement area a comprehensive review was undertaken by MHBC planning where growth numbers, supply and site suitability were evaluated among other things. It was determined with consultation with the County that there was justification for an increase to the settlement area to accommodate 183 units. The proposed subdivision is 155 units and can be accommodated.

One of the main reasons for the expansion in this location, is that it is an extension of existing development. For this reason, it is justifiable to locate the expansion here instead of someplace else with equal opportunity for services.

With respect to services, full municipal services will be provided for when the new subdivision comes online. At the present time there is not sufficient waste water capacity to accommodate the proposed subdivision, in the interim, a hold will be placed on the property until such time as servicing capacity for Waste water is available.

The PPS also guides development by promoting walkable communities with the provisions for public parkland and open space. The proposed subdivision will include walking trails and public parkland space. One of the main features is that it will be located along and have access to the rail trail which allows for easy travel through Dundalk.

The proposal will also preserve the local wetland area that is on the property by maintaining setbacks from the wetland.

Based on the substantial reports provided by the applicants, the comments received and the recent approval of the settlement area expansion by the County of Grey the proposal is consistent with the Provincial Policy Statement and should be approved.

County Official Plan

The County of Grey in the review of their Official Plan, through their process, has indicated that the proposal is acceptable to the County staff and consistent with County Policy. For further information in this regard, please review County Report "addendum to PDR-CW-03-21" on the County of Grey Website.

Township Official Plan

The Township of Southgate Official Plan (OP) designates the subject lands "Rural" and "Hazard lands". The Official Plan Amendment Application will redesignate the

subject lands to “Neighbourhood Area” and refine the “Hazard” land mapping. The justification report submitted by MHBC planning along with the Comprehensive Review report and other required studies demonstrates that the proposal has regard for matters of Provincial Interest and the Provincial Policy Statements and is consistent with the Objectives of the County and Township of Southgate Official Plans. The Township agrees with MHBC’s conclusions.

The approval of County OPA 6 enlarging the settlement area, along with the supporting material and positive comments received allow staff to recommend approval of OPA 31 to the Township of Southgate Official Plan. Provided no further negative comments are received the Township should approve bylaw 2021-169 adopting Official Plan Amendment number 31.

Financial Implications:

There are no financial Implications associated with the Official Plan Amendment redesignating the subject lands to neighbourhood area.

Conclusions

Based on the above, the information provided, and comments received, the proposal is consistent with the Policies of the Provincial Policy Statement and The Township of Southgate Official Plan. The proposed Official Plan Amendment should therefore be approved and is considered appropriate for the area and good land use planning.

Respectfully Submitted,

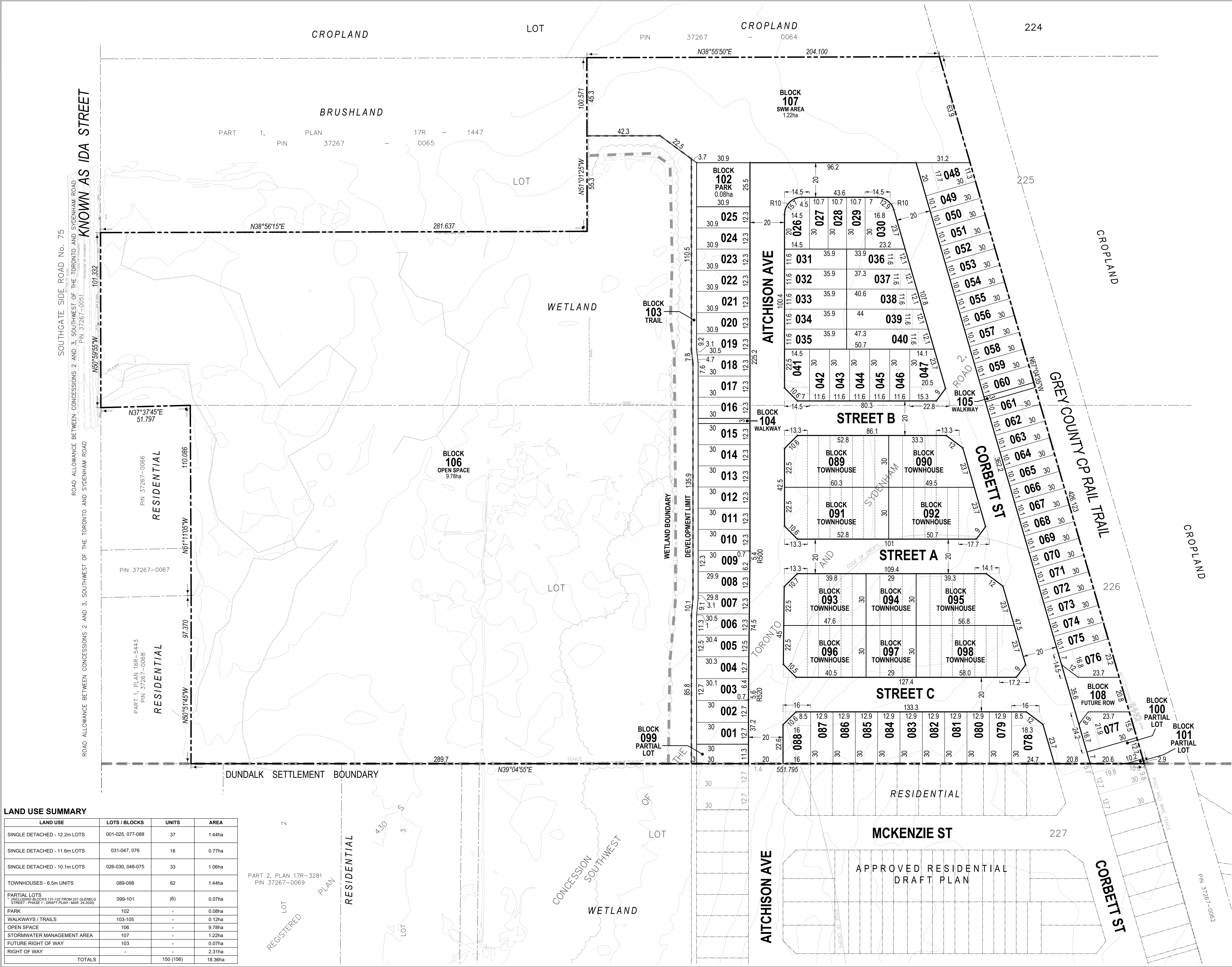
Municipal Planner: *Original Signed By*
Clinton Stredwick, BES, MCIP, RPP



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

Attachments:

1. Draft Plan of Subdivision
2. Staff Report PL2021-079



LAND USE SUMMARY			
LAND USE	LOTS / BLOCKS	UNITS	AREA
SINGLE DETACHED - 12.2m LOTS	001-025, 077-088	37	1.44ha
SINGLE DETACHED - 11.6m LOTS	031-047, 076	18	0.77ha
SINGLE DETACHED - 10.1m LOTS	026-030, 048-075	33	1.06ha
TOWNHOUSES - 6.5m UNITS	089-098	62	1.44ha
PARTIAL LOTS (INCLUDING BLOCKS 131-133 FROM 231 GLENELG STREET - PHASE 1 - DRAFT PLAN - MAR. 24/2020)	099-101	(6)	0.07ha
PARK	102	-	0.08ha
WALKWAYS / TRAILS	103-105	-	0.12ha
OPEN SPACE	106	-	9.78ha
STORMWATER MANAGEMENT AREA	107	-	1.22ha
FUTURE RIGHT OF WAY	103	-	0.07ha
RIGHT OF WAY	-	-	2.31ha
TOTALS		150 (156)	18.36ha

LEGAL DESCRIPTION

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

OWNER'S CERTIFICATE

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

DATE: _____

SHAKIR REHMATULLAH - PRESIDENT
2358737 ONTARIO INC.

SURVEYOR'S CERTIFICATE

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

DATE: _____

DAN DZALDOV - OLS
SCHAEFFER DZALDOV BENNETT LTD.
P: 416-987-0101

KEY PLAN

Subject Site

LEGEND

RIGHT OF WAY LINE
BLOCK LINE
LOT LINE
PROJECT BOUNDARY LINE
PARCEL FABRIC

REVISION No. DATE ISSUED / REVISION BY

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

A. AS SHOWN
B. AS SHOWN
C. AS SHOWN
D. 88 (94) SINGLE DETACHED
LOTS & 62 TOWNHOUSE UNITS

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

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

PLANNING
URBAN DESIGN
& LANDSCAPE
ARCHITECTURE
MHBC PLANNING

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

STAMP

DATE
AUG. 19, 2021

FILE No.
15184H

SCALE
1:1,000
(ARCH D)

DRAWN BY
M.M.

CHECKED BY
K.M.

OTHER

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

FILE NAME
DRAFT
PLAN OF SUBDIVISION

DWG No.
1 of 1

SCALE BAR

0 5 10 15 20 25 37.5 50 75 100m

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

N:\Southgate\231 Glenelg Street - 15184H\Drawings\Draft Plan - Phase 2\CAD\15184H - Draft Plan -
Phase 2 - 2021-08-19.dwg



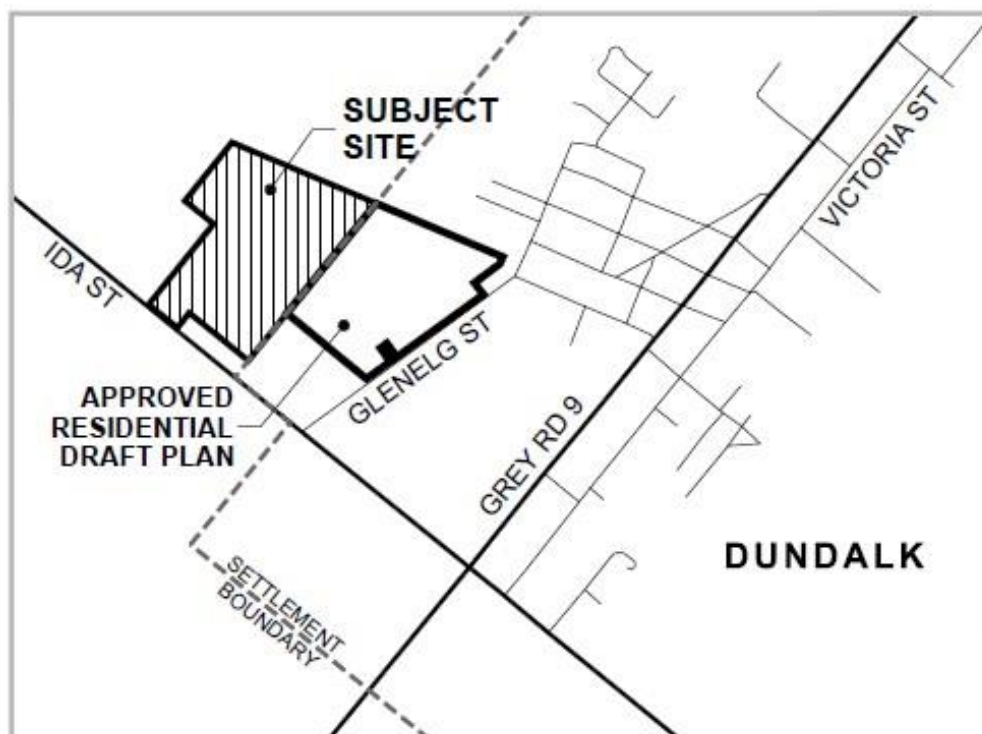
Staff Report PL2021-079

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

Recommendation:

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

Property Location: Flato 231 Glenelg St (Phase II)



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

Subject Lands:

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

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

Background

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

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

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

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

The Approval Process

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

Staff Comments

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

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

Servicing

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

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

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

Concluding Comments

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

Respectfully Submitted,

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



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

Attachments:

1. Proposed Draft Plan of Subdivision

**Amendment No. 31
to the Township of Southgate
Official Plan**

GLENELG PHASE 2
Lot 13, Concession 5
(geographic Township of Proton) in the Township of Southgate

(Related Planning Application – Zoning By-law Amendment File C21-20)

NOVEMBER 2021

The Corporation of the Township of Southgate

By-law 2021-169

Being a by-law to adopt Amendment No. 31 to the Township of Southgate Official Plan affecting the all the lands described as Part of Lots 225 and 226, Concession 2 SWTSR, (geographic Township of Proton) in the Township of Southgate.

The Council of the Township of Southgate, in accordance with the provisions of Sections 17 and 21 of the Planning Act, R.S.O. 1990, as amended, hereby enacts as follows:

1. Amendment No. 31 to the Township of Southgate Official Plan is hereby adopted.
2. This by-law shall come into force and take effect on the day of approval by the County of Grey.

Enacted and passed this 17th day of November 2021.

John Woodbury, Mayor

Lindsey Green, Clerk

Schedule A-1

Amendment No 31

To the Township of Southgate Official Plan

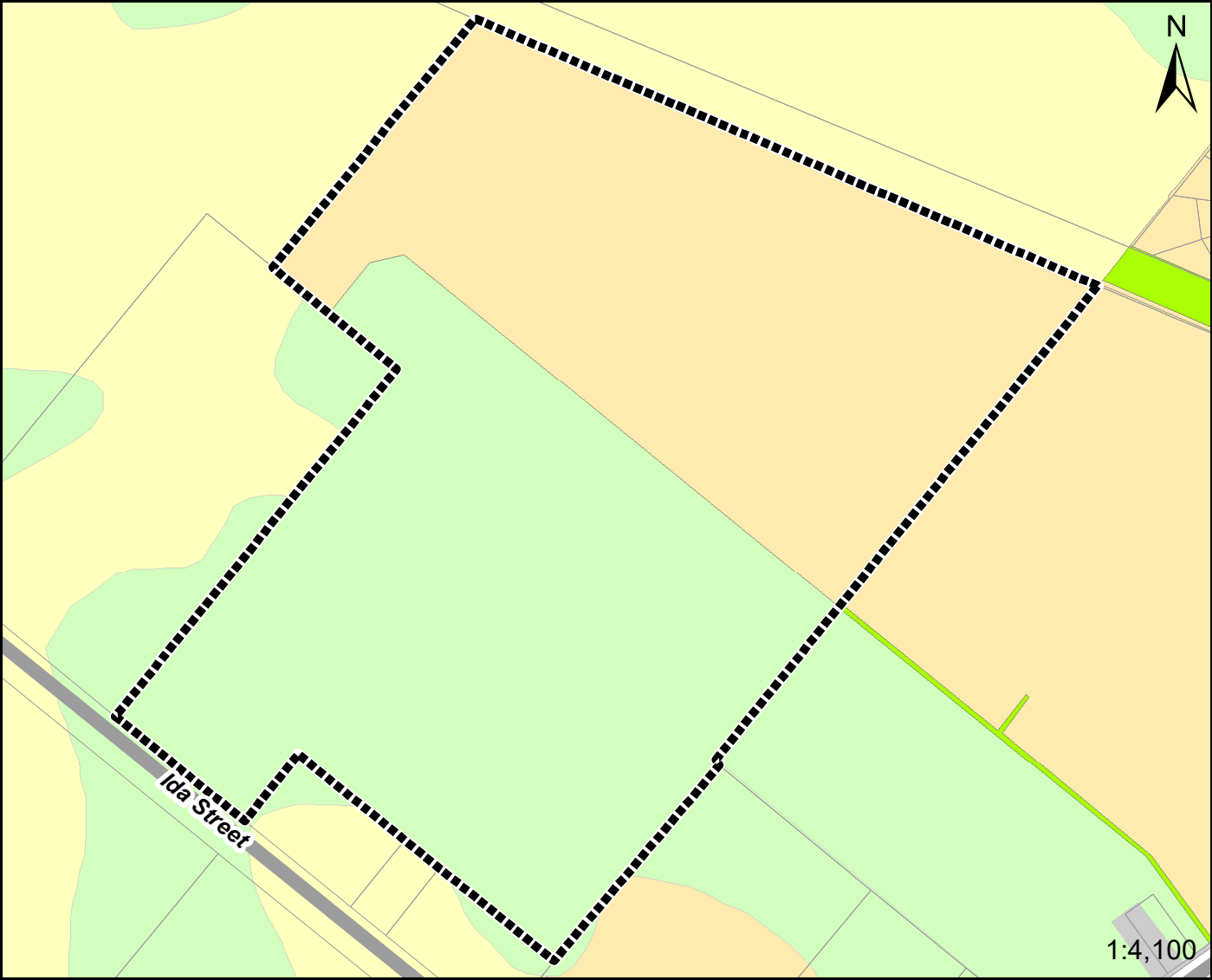
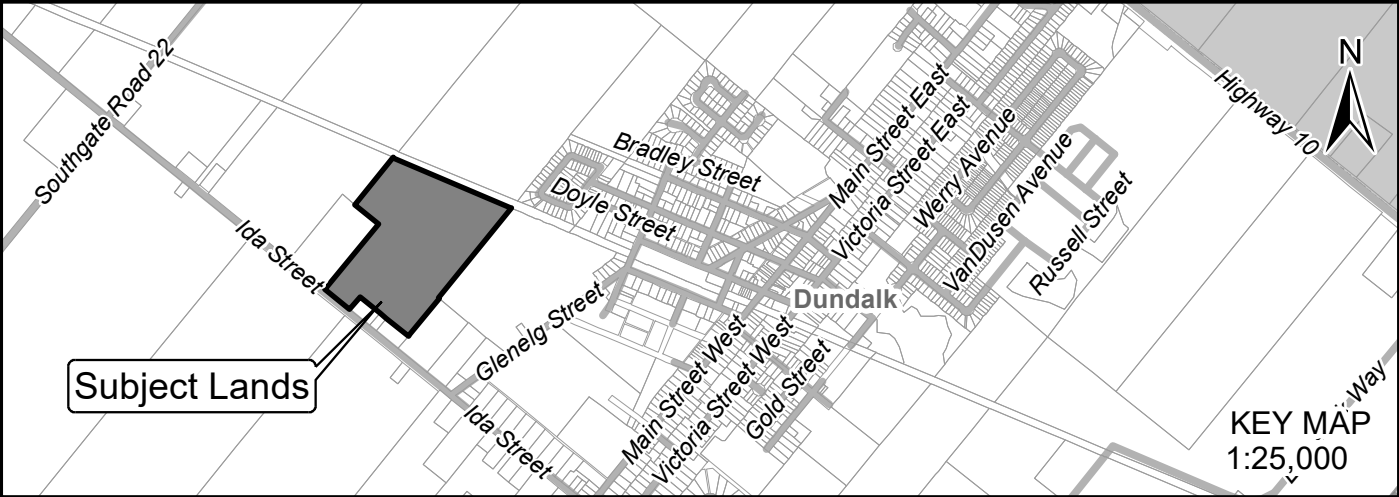
Adopted by the Corporaton of the Township of Southgate on

Date: _____

Signed: _____

John Woodbury, Mayor

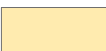
Lindsey Green, Clerk



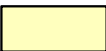
LEGEND



Lands Subject to Amendment



Neighbourhood Area



Rural



Hazard Lands



Public Space



Industrial

**Amendment No. 31
to the
Township of Southgate Official Plan**

Index

Part A – The Preamble

The Preamble provides an explanation of the proposed amendment including the purpose, location, and background information, but does not form part of this amendment.

Part B – The Amendment

The Amendment describes the changes and/or modifications to the Township of Southgate Official Plan which constitutes Official Plan Amendment Number 31.

Part C – The Appendices

The appendices attached hereto do not constitute part of this amendment. These appendices contain background data, planning considerations and public involvement associated with this amendment.

Part A – The Preamble

Purpose

The purpose of this amendment is to re-designate the subject lands from Rural and Hazard Lands to Neighbourhood Area and Hazard Lands designations to recognize the expansion to the Dundalk Settlement Area and facilitate the use of the lands for residential and Open Space uses.

Location

The lands affected by this Amendment are those described as part of Lots 225 and 226, Concession 2 SWTSR (geographic Township of Proton) in the Township of Southgate with access to Glenelg Street via the draft plan approved subdivision known as Glenelg Phase 1.

Basis

The applicant has submitted an application to amend the Township of Southgate Official Plan. In support of this application they have provided a Planning Justification Report, Comprehensive Review Report as well as other supporting studies to address the requirements of the Planning Act, Provincial Policy Statement (PPS), the County of Grey Official Plan and the Township of Southgate Official Plan. The Planning report was prepared to justify expansion of the settlement area for the proposed residential use being a residential plan of subdivision. The supporting Reports can be reviewed in Appendix A of this amendment.

A Joint virtual public meeting with the County of Grey, under the Planning Act. was held on January 27, 2021. Comments were received from the various agencies and no significant concerns were raised. No negative comments were received from members of the public. The agency comments and lack of public comments guide staff in providing a recommendation and help Council make an informed decision on the application.

The minutes of the public meeting are attached as Appendix B to this amendment. Agency comments are summarized in the Planning report by the Township and can be found in Appendix C.

On the basis of the supporting material, agency and public comments (or lack of comments), the Township Official Plan Amendment is recommended for approval by the Township of Southgate Council.

Other Approvals

In addition to the Southgate Official Plan Amendment, the applicant has submitted an application to amend to Zoning By-law 19-2002 being application C21-20.

Part B – The Amendment

All of this part of the document entitled **Part B – The Amendment**, consisting of the following text and schedule map constitutes Amendment No.31 to the Township of Southgate Official Plan.

Details of the Amendment

The Township of Southgate Official Plan is hereby amended as follows:

1. **That** Schedule "A" and "Map 1- Dundalk" of the Township of Southgate Official Plan is hereby amended by changing the land use designation of those lands described as Concession 5, Lot 13 (geographic Township of Proton) in the Township of Southgate, and illustrated on the Schedule "A-1" attached hereto, from "Rural and Hazard" to "Neighbourhood Area and Hazard".

Implementation and Interpretation

The implementation and interpretation of this Amendment shall be in accordance with respective policies of the Official Plan.

Part C – The Appendices

The following Appendices do not constitute part of Amendment No. 31 but are included as information supporting the Amendment.

- Appendix A Supporting documents and reports including: Planning Report Prepared MHBC and Addendum Report , Comprehensive Review report, Agricultural Impact Assessment, and Environmental Impact Study,
- Appendix B Minutes of the Public Meeting January 27, 2021
- Appendix C Township of Southgate Planning Staff Report PL 2021-078 And PL2021-097.

The Corporation of the Township of Southgate

By-law Number 2021-172

**being a by-law to establish a highway in the former
Township of Proton (Consent file B5-21)**

Whereas Section 26 of the Municipal Act, 2001 as amended ("the Act") provides that highways include all highways that existed on December 31, 2002 and all highways established by by-law of the municipality on and after January 1, 2003; and

Whereas Subsection 31(2) of the Act provides that after January 1, 2003 land may only become a highway by virtue of a by-law establishing the highway and not by the activities of the municipality or any other person in relation to the land; and

Whereas the corporation is a lower-tier municipality and Subsection 11(3) of the Act authorizes it to pass by-laws respective matters within the highways sphere of jurisdiction; and

Whereas at their regular meeting held on July 21, 2021, the Committee of Adjustment approved the aforementioned consent application subject to conditions, including that a 3 metre road widening be deeded to the Township; and

Whereas it is deemed expedient to establish a highway on lands owned by the municipality within the Geographic Township of Proton,

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

1. **That** the following lands are hereby established as a highway pursuant to Section 26 of the Act:

Part of Lot 28, Concession 9, Geographic Township of Proton, alternately described as, 126283 Southgate Road 12 Part 1 on a plan of survey deposited as Plan 16R-9705 on the 15th day of July, 2009 (attached hereto as Schedule A) in the Township of Southgate, County of Grey.

Read a first, second and third time and finally passed this 17th day of November, 2021.

John Woodbury – Mayor

Lindsey Green – Clerk

SOUTHGATE ROAD 14
(ROAD ALLOWANCE BETWEEN CONCESSIONS 10 AND 11)


I REQUIRE THIS PLAN TO BE
DEPOSITED UNDER THE
REGISTRY ACT.

PLAN 16R-9705

RECEIVED & DEPOSITED

DATE : July 15, 2009

DATE : JULY 14th, 2009


PETER J. HOMER
ONTARIO LAND SURVEYOR

C. Whitmore-Caldwell
Asst. DEPUTY LAND REGISTRAR
FOR THE REGISTRY DIVISION OF THE
GREY (N° 16)

SCHEDULE

PART	LOT(S)	CONCESSION	INSTRUMENT N°
1	Part of 28	9	R422360 (REMAINDER)
2	Part of 28	10	

PLAN OF SURVEY OF
PART OF LOT 28
CONCESSION 9
AND PART OF LOT 28
CONCESSION 10
TOWNSHIP OF SOUTHGATE
(FORMERLY TOWNSHIP OF PROTON)
COUNTY OF GREY

SCALE = 1 : 2500

0 50 100 150 200 metres

METRIC

DISTANCES SHOWN HEREON ARE IN METRES
AND CAN BE CONVERTED TO FEET BY
DIVIDING BY 0.3048

BEARING NOTE


BEARINGS ARE ASTRONOMIC AND ARE REFERRED TO THE SOUTHERLY LIMIT OF PART 3 HAVING A BEARING OF N 74° 08' 35" E AS SHOWN ON PLAN 17R-2923.

LEGEND

□	DENOTES	MONUMENT PLANTED
■	— —	MONUMENT FOUND
WIT	— —	WITNESS
CC	— —	CUT CROSS
IB	— —	IRON BAR
SIB	— —	STANDARD IRON BAR
P1	— —	PLAN 17R-2923
P2	— —	PLAN 17R-3040
P3	— —	PLAN 17R-1996
Prop'n	— —	PROPORTIONAL DISTANCE
OU	— —	ORIGIN UNKNOWN
1331	— —	ALEX R. WILSON, O.L.S.
PWF	— —	POST & WIRE FENCE

SURVEYOR'S CERTIFICATE

- I CERTIFY THAT :
1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT, THE REGISTRY ACT AND THE REGULATIONS MADE UNDER THEM.
2. THE SURVEY WAS COMPLETED ON JUNE 29TH, 2009.

DATE July 14th, 2003 
DATE _____ PETER J. HOMER
Ontario Land Surveyor

RABIDEAU & CZERWINSKI
ONTARIO LAND SURVEYORS
777 THE QUEENSWAY, UNIT E, TORONTO, ONTARIO
M8Z 1N4
(416) 252-2511

DRAWN : V.C.	CHECKED BY: PJH	PLAN N° : RC8305-1
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Staff Report FIN2021-036

Title of Report: **FIN2021-036 Financial Report – October 2021**

Department: **Finance**

Council Date: November 17, 2021

Recommendation:

Be it resolved that Council receive Staff Report FIN2021-036 Financial Report – October 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.

On October 6, 2021, Council received Staff Report FIN2021-029 Financial Report – August 2021 which contained a financial report for the 8 months ended August 31, 2021.

On November 3, 2021, Council received Staff Report FIN2021-032 Financial Report – September 2021 which contained a financial report for the 9 months ended September 30, 2021 and a projection for the year ended December 31, 2021. For the year ended December 31, 2021, the tax-supported department surplus is projected to be \$Nil and the non-tax department surplus is projected to be \$Nil, assuming additional transfers to/from reserves as follows:

Contribution to Tax Stabilization Reserve - General	\$ 68,393.90
Contribution to Library Infrastructure Reserve	\$ 19,681.00
Contribution to Tax Stabilization Reserve - Winter Maintenance	<u>\$ 43,572.00</u>
Tax-Supported Department Transfer Total	<u>\$ 131,646.90</u>
Reduction in Contribution to Wastewater Reserve	\$ (34,787.79)
Reduction in Contribution to Water Reserve	<u>\$ (8,992.14)</u>
Non-Tax Support Department Transfer Total Reduction	<u>\$ (43,779.93)</u>

Staff Comments:

Staff has prepared a financial report for the 10 months ended October 31, 2021. Explanations of the more significant variances is provided in Attachment 1.

Financial Implications:

For the 10 months ended October 31, 2021, the tax-supported department surplus is \$818,037.02 (lower than the prior year due to more accurate timing of expenses in the 2021 Budget and the 2020 shut down due to COVID) and the non-tax department surplus is \$14,309.37 (lower due to the new rates implemented in 2021 and consumption lower than anticipated)

In comparison, for the 10 months ended October 31, 2020, the tax-supported department surplus was \$1,218,314.93 and the non-tax department surplus was \$249,361.61.

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 10 months ended October 31, 2021, the tax-supported department surplus is \$818,037.02 and the non-tax department surplus is \$14,309.37. After transfers to/from reserve for the year ended December 31, 2021, the tax-supported department surplus is projected to be \$Nil and the non-tax department surplus is projected to be \$Nil.

Respectfully Submitted,

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

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

Attachment:

- 1** Financial Report for the 10 months ended October 31, 2021

Staff Report FIN2021-036 Financial Report - October 2021
Attachment 1

		2020	2021	October		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	6,868,079.00	7,434,388.74	108.2%	566,309.74	Supplementals (\$13k); Grant (COVID-19) \$68k; Penalties & Int \$43k; Gas Tax \$346k [partial timing]; Land Rentals [timing] (\$15k); County & School Boards \$153k; Building Rentals (\$8k)
Administration, Finance, and Clerks		23,407.95	92,680.00	9,040.00	69,741.67	771.5%	60,701.67	Misc Rev [Tax Recovery Costs] \$14k; Trfr from Res [Donations] \$47k
Council		-	-	-	-		-	-
Transit		55,100.00	-	-	158,392.34		158,392.34	Grants (GTR) \$158k
Fire		159,568.69	130,152.00	106,620.00	183,442.95	172.1%	76,822.95	Prov Grant \$6k; Call-out Fees \$37k; Melancthon \$15k; Grey Highlands \$12k; EMS Rent (\$10k) [partial timing]; Donation Rev \$9k; Other Rev/Recoveries \$10k
Police		14,953.52	6,640.00	6,640.00	8,848.52	133.3%	2,208.52	-
Conservation Authority		-	-	-	-		-	-
Building		597,389.12	435,000.00	379,200.00	478,492.06	126.2%	99,292.06	Fees \$99k
Other Protective Services		26,140.00	56,300.00	52,060.00	28,815.00	55.3%	(23,245.00)	Canine: Kennel Licences (\$5k) Property Stds: Contr from Res [COVID-19 - timing] (\$21k)
Roads		98,005.69	85,300.00	81,090.00	97,286.74	120.0%	16,196.74	-
Solid Waste		242,599.66	211,600.00	150,920.00	210,570.49	139.5%	59,650.49	Haz Waste (\$5k); Tsfr Station Rev \$25k; Recycling \$45k
Health Services		212,946.12	34,700.00	30,330.00	411,000.00	1355.1%	380,670.00	Cont from Res [Markdale Hospital] \$380k
Cemetery		36,605.28	40,440.00	13,215.00	25,731.00	194.7%	12,516.00	Interment \$5k; Columbarium \$8k
Recreation		337,953.34	367,955.00	154,500.00	78,218.69	50.6%	(76,281.31)	Swinton Park (\$3k); Holstein Park (\$4k)
								F Mac Rev (\$6k); Pool \$15k [Wage Grant]; Campground (\$2k); Ball Park (\$4k)
								Auditorium (\$8k); Ice Rental (\$59k); Other Rev (\$5k)
Library		264,207.03	269,047.00	14,187.00	646.18	4.6%	(13,540.82)	-
								OLA Grant (\$12k) [timing]
Planning		284,787.25	156,819.00	59,860.00	104,412.07	174.4%	44,552.07	Fees \$45k
Industrial Land		(7,000.00)	1,285,000.00	250,000.00	337,346.62	134.9%	87,346.62	Land Sale (\$87k);
Agriculture		230,397.50	227,570.00	207,240.00	83,962.37	40.5%	(123,277.63)	Tile Drain Receipts (\$79k); New Tile Drain Loan (\$50k)
Economic Development		-	-	-	11,000.00		11,000.00	Cont from res [Grants - CIP] \$11k
Total Revenues		17,689,422.47	18,696,258.00	16,373,282.00	17,712,596.44	108.2%	1,339,314.44	

Staff Report FIN2021-036 Financial Report - October 2021
Attachment 1

		2020	2021	October		Variance		Comments
		Actual	Annual Budget	YTD Budget	YTD Actual	%	\$	
Tax-Supported:								
Expenses								-
Southgate Regular Taxation		-	-	-	-		-	-
Corporate, County & School Board		6,510,592.86	6,001,337.00	5,725,003.00	6,307,732.95	110.2%	582,729.95	[partial timing]; County & School Board \$153k; Trsr to Res (Royalty) \$16k [timing]
Administration, Finance, and Clerks		1,170,777.27	1,318,081.00	1,018,440.00	976,953.32	95.9%	(41,486.68)	Finance: Wages \$17k; Comp/Equip Soft (\$12k); Postage (\$11k) [timing]; Tax Adj/Write-off \$26k; Don \$22k; All other (\$26k) Admin: Wages (\$24k); All other (\$14k) Clerks: Wages (\$10k) Mun Prop: (\$8k)
Council		178,325.85	200,640.00	159,750.00	139,885.76	87.6%	(19,864.24)	Wages (\$10k); Conferences (\$6k)
Transit		87,938.79	33,069.00	33,069.00	176,417.85	533.5%	143,348.85	Donations (GTR) \$140k
Fire		586,391.43	693,571.00	500,658.00	397,243.21	79.3%	(103,414.79)	Wages (\$56k); Telephone (\$15k); Insurance \$14k [timing]; Durham Fire (\$39k) [timing]
Police		1,174,351.82	1,200,978.00	998,617.00	999,351.07	100.1%	734.07	-
Conservation Authority		112,458.19	119,138.00	119,138.00	119,453.00	100.3%	315.00	Wages (\$26k); Legal \$11k; Training (\$17k)
Building		597,389.12	435,000.00	287,630.00	248,300.89	86.3%	(39,329.11)	Wages (\$26k); Legal \$11k; Training (\$17k)
Other Protective Services		99,162.54	144,227.00	118,452.00	120,616.32	101.8%	2,164.32	Property Stds: Wages (\$14k); Legal (\$8k); Crossing Guards: Wages (\$7k); Emerg Event: Wages \$31k [2 day shut-down, Admin Assistant]
Roads		3,797,892.68	4,151,932.00	2,404,988.00	2,270,184.67	94.4%	(134,803.33)	Admin & Other \$107k; Gravel Pits (\$58k); Bridge Mtce (\$34k); Surface Mtce \$39k; Winter Mtce (\$100k); Signage \$12k; Equip Mtce (\$82k) [timing]
Solid Waste		1,062,092.73	1,022,100.00	688,041.00	695,393.15	101.1%	7,352.15	Collections \$13k; Landfill (\$11k); All other (\$8k)
Health Services		286,696.12	110,650.00	31,466.00	437,761.68	1391.2%	406,295.68	Markdale Hospital \$400k
Cemetery		50,718.33	63,015.00	31,014.00	20,862.75	67.3%	(10,151.25)	-
Recreation		816,363.94	822,900.00	385,251.00	321,333.46	83.4%	(63,917.54)	Mt Forest Payment (\$19k) [timing]; Swinton Park (\$5k); Holstein Park (\$5k)
								F Mac (\$3k); Pool (\$4k); Ball Park \$2k; Camp (\$3k); Admin \$13k
								Plant/Surface (\$13k); Ice Machine (\$4k); Main Floor (\$16k); Auditorium \$5k
Library		538,371.03	548,068.00	229,280.00	200,798.38	87.6%	(28,481.62)	Mt Forest Lib (\$4k)
								Wages (\$17k); Comp Svcs (\$2k); Training (\$3k); Ins \$4k [timing]; Bldg Mtce (\$3k)
Planning		341,088.18	233,982.00	159,322.00	124,490.50	78.1%	(34,831.50)	Contracted Svce (\$35k); Legal \$9k
Industrial Land		31,668.07	1,285,000.00	44,500.00	15,125.27	34.0%	(29,374.73)	Rd to Hwy#10: Engineering (\$28k)
Agriculture		221,187.15	228,070.00	155,013.00	50,739.57	32.7%	(104,273.43)	Tile Drain Repayment (\$58k); New Tile Drain Loan (\$50k)
Economic Development		25,956.37	84,500.00	63,441.00	51,706.62	81.5%	(11,734.38)	Wages (\$25k); Grants [CIP] \$11k
Total Expenses		17,689,422.47	18,696,258.00	13,153,073.00	13,674,350.42	104.0%	521,277.42	
Prior year (Surplus) Deficit - tax supported		-	-	(3,220,209.00)	(4,038,246.02)	125.4%	(818,037.02)	
Current YTD (Surplus) Deficit - tax-supported		-	-	(3,220,209.00)	(4,038,246.02)	125.4%	(818,037.02)	

Attachment 1

		2020	2021	October		Variance		
		Actual	Annual Budget	YTD Budget	YTD Actual	%	\$	Comments
Non-Tax-Supported:								
Revenues								
Sanitary Sewers		906,570.87	919,000.00	614,336.00	542,466.42	88.3%	(71,869.58)	Billings (\$72k)
Water		1,067,995.42	1,057,572.00	484,102.00	521,281.27	107.7%	37,179.27	Billings (\$6k); Sale of Meters \$29k; Late Payment \$9k
		1,974,566.29	1,976,572.00	1,098,438.00	1,063,747.69	96.8%	(34,690.31)	
Expenses								
Sanitary Sewers		906,570.87	919,000.00	234,800.00	156,058.86	66.5%	(78,741.14)	Lagoon (\$54k); Admin (\$21k)
Water		1,067,995.42	1,057,572.00	520,867.00	550,608.46	105.7%	29,741.46	Admin \$59k; Wells (\$27k)
		1,974,566.29	1,976,572.00	755,667.00	706,667.32	93.5%	(48,999.68)	
Current YTD (Surplus) Deficit - non-tax-supported		-	-	(342,771.00)	(357,080.37)	104.2%	(14,309.37)	



Staff Report PW2021-055

Title of Report: PW2021-055 Department Report
Department: Public Works
Branch: None
Council Date: November 17, 2021

Recommendation:

Be it resolved that Council receive Staff Report PW2021-055 for information.

Background:

Public Works Department update.

Staff Comments:

Transportation and Public Safety:

1. Southgate Sideroad 49 between Highway 89 and Southgate Road 04 had asphalt paving on November 10th was completed with guiderail installation to follow.
2. R.J. Burnside engineers hosted the Municipal Drain 75 Watershed meeting on Saturday November 6, 2021, about 40 people attended the meeting.
3. R.J. Burnside engineers will be hosting the Love-Sherk Municipal Drain Petition meeting on Saturday November 20, 2021, outdoors, at 10am Southgate Road 14 & Southgate Sideroad 13, all COVID protocols will be in place. (Attachment #3)
4. A road crossing culvert was replaced on Southgate Sideroad 61 between Southgate Roads 22 & 24.

Waste Resources and Diversion Management:

1. Ministry of the Environment Conservation and Parks (MECP) District Engineer Ian Mitchell conducted a Site Inspection for the Dundalk Transfer Station and Closed Landfill Site on October 19, 2021. (Attachment #1) The Inspection Report indicated that the site entrance sign depicts the Owner's Name more clearly, there are no other follow up actions that are required. (Attachment #2)

Water and Wastewater:

1. The Public Works Manager received calls about water bubbling up on Victoria Street west on the afternoon of Sunday November 7, 2021, staff were called in and throttled down the water flow and marked the area, the watermain repair was completed on Monday morning.
2. Staff tapped watermain services for new houses on Main Street west on November 10, 2021

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 PW2021-055 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 - Dundalk Landfill Inspection Letter Dated November 1, 2021

Attachment #2 - Dundalk Landfill Inspection Report 2021

Attachment #3 - Love Sherk Municipal Drain Meeting

November 1, 2021

Mr. Jim Ellis
Corporation of the Township of Southgate
RR #1, 185667 Grey Road 9
Dundalk, ON, N0C 1B0

Via email: JEllis@southgate.ca

Dear Mr. Ellis,

Re: Site Inspection – Dundalk Waste Transfer Facility
MOE File: SI GR SO C3 610

On October 19, 2021, a waste transfer facility inspection was conducted by the Ministry of the Environment, Conservation and Parks (MECP) at the Dundalk Waste Transfer Facility, located at 752178 Ida Street South, in the Township of Southgate (the Site). The inspection was completed for the purpose of assessing compliance with the terms and conditions of the Site's Environmental Compliance Approval # A262302 (ECA). The inspection report is attached.

The focus of the inspection pertained to the Transfer Facility operations and did not involve a detailed review of the annual reporting or monitoring for the Site. The closed landfill site was not part of this inspection.

It is noted that the Site owner's name should be more clearly stated on the Transfer Facility sign located at the entrance to the Site. No additional follow up action is required at this time.

Please contact me if you have any questions or require any assistance at (519) 374-1388.

Yours truly,



Ian Mitchell
District Engineer
Owen Sound District

Enclosure

cc. Cara Salustro, Scotty Gass, MECP, Owen Sound



Dundalk Transfer Facility and Closed Landfill Site
LOT:232, CONCESSION:3, GEOTOWNSHIP:PROTON, 752178 IDA ST
S, SOUTHGATE, ON,

Waste Transfer Facility Inspection Report

System Number:	2497-5GGU6P
Inspection Start Date:	10/13/2021
Inspection End Date:	11/01/2021
Inspected By:	Ian Mitchell
Badge #:	701

A handwritten signature in black ink, appearing to read "Ian Mitchell", written over a horizontal line.

(signature)

NON-COMPLIANCE/NON-CONFORMANCE ITEMS

This should not be construed as a confirmation of full compliance with all potential applicable legal requirement and BMPs. These inspection findings are limited to the components and/or activities that were assessed, and the legislative framework(s) that were applied. It remains the responsibility of the owner to ensure compliance with all applicable legislative and regulatory requirements.

If you have any questions related to this inspection, please contact the undersigned Provincial Officer.

INSPECTION DETAILS

This section includes all questions that were assessed during the inspection.

Ministry Program: Regulated Activity: WASTE : Receiver Transfer Processing - General

Question ID	1-DYPBP3		
Question		Question Type	Legislative Requirement
Has there been any changes in ownership, operator, or address?		Information	Not Applicable
Observation			
No			

Question ID	1-DYPBQR		
Question		Question Type	Legislative Requirement
Is the site being operated in compliance with the site security, site access, and entrance/exit signage requirements in the ECA?		Legislative	EPA 27 (1)
Observation			
<p>Yes Environmental Compliance Approval (formerly Provision Certificate of Approval) No. A262302 was amended on March 20, 2003 to convert the closed site into a bulky waste transfer facility.</p> <p>Amended Environmental Compliance Approval No. A262302 was issued on July 12, 2011 for the use and operation of a closed landfill site consisting of a closed landfill, transfer station and a Municipal Hazardous and Special Waste depot. This ECA contains monitoring and reporting requirements and revoked and replaced the ECA issued on March 20, 2003, as amended.</p> <p>Amendment Notice No. 1 was issued on June 14, 2016. This notice updated Schedule C of the ECA to address current monitoring locations and parameters and changed the annual reporting requirement to biennial.</p> <p>Notice No. 2 was issued on June 13, 2018, to amend Schedule C to change from twice annual surface sampling to once annual sampling.</p> <p>Condition 36 and 37 of the ECA specifies that the site must be maintained in a secure manner and access to and from the site be limited to the approved hours of operation. The site is surrounded by post and wire fencing and a locked gate prohibits access to the site during non-operating hours.</p> <p>Condition 38 of the ECA. specifies the signage requirements to be posted at the main public entrance to the site. The signage posted at the main entrance generally met the requirements of this condition. The Owner's Name should be more clearly stated on the sign.</p>			

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Question ID	1-E1CEVU		
Question		Question Type	Legislative Requirement
Are routine site inspections conducted as specified in the ECA?		Legislative	EPA 27 (1)
Observation			
Yes There are a number of conditions in the ECA that outline inspection requirements including Conditions 14, 44 and 45			

Question ID	1-E1CEWD		
Question		Question Type	Legislative Requirement
Is the site complying with the approved service area requirements, as specified in the ECA?		Legislative	EPA 27 (1)
Observation			
Yes during the site inspection, site staff confirmed that the site receives waste from the Township of Southgate			

Question ID	1-E1CEWL		
Question		Question Type	Legislative Requirement
Is the Site required by the ECA to have an Operational plan?		Information	Not Applicable
Observation			
Yes Operations plans dated May 1992 and February 2011 are listed in Schedule A of the ECA			

Question ID	1-E1CEWT		
Question		Question Type	Legislative Requirement
Is the operational plan complete with the required information and kept up to date?		Legislative	EPA 27 (1)
Observation			
Yes See "Township of Southgate, Dundalk Waste Transfer Facility, MHSW Depot Operations" dated February 2011 prepared by RJ Burnside & Associates.			

Question ID	1-E1CKMW		
Question		Question Type	Legislative Requirement
Is the operational plan readily available at the Site for inspection and for Site personnel?		Legislative	EPA 27 (1)
Observation			

Yes Township staff confirmed that the February 2011 MHSW Depot Operations report prepared by R.J. Burnside and Associates Limited is available on site.

Question ID	1-E1FX2L		
Question		Question Type	Legislative Requirement
Is the Site constructed in accordance with the site plan?		Legislative	EPA 27 (1)
Observation			
Yes			

Question ID	1-E1FX38		
Question		Question Type	Legislative Requirement
Are there any changes to the Site requiring an application to amend the approval or notification to the ministry?		Information	Not Applicable
Observation			
No			

Question ID	1-E1GHI5		
Question		Question Type	Legislative Requirement
Are training requirements being met as specified by the ECA or any other supporting documents?		Legislative	EPA 27 (1)
Observation			
Yes Annual E2 training was provided in November 2019. Training in 2020 was impacted by COVID restrictions. Melody Wardman is the new Team Lead and confirmed she is undergoing training.			

Question ID	1-E1GHID		
Question		Question Type	Legislative Requirement
Have training recordkeeping requirements been met as specified in the ECA?		Legislative	EPA 27 (1)
Observation			
Yes			

Question ID	1-E1GHQN	
Question	Question Type	Legislative Requirement
Is the Site operated and maintained such that vermin,	Legislative	EPA 27 (1)

vectors, dust, litter, odour, noise and/or traffic do not create a nuisance?		
Observation		
Yes		

Question ID	1-E1GUWW	
Question	Question Type	Legislative Requirement
Does the Site require an Emergency Plan?	Information	Not Applicable
Observation		
Yes Conditions 41, 42 and 43 outline the requirement for an Environmental Emergency Plan (E2 Plan)		

Question ID	1-E1GZQG	
Question	Question Type	Legislative Requirement
Has an Emergency Plan been developed?	Legislative	EPA 27 (1)
Observation		
Yes An E2 Plan is prepared for the site.		

Question ID	1-E1H1SB	
Question	Question Type	Legislative Requirement
Has the Emergency Plan been implemented?	Legislative	EPA 27 (1)
Observation		
Yes		

Question ID	1-E1H5C2	
Question	Question Type	Legislative Requirement
Have site inspection recordkeeping requirements been met as specified in the ECA?	Legislative	EPA 27 (1)
Observation		
Yes A binder is kept on site with documentation of site inspections and landfill records.		

Question ID	1-E1H7XM	
Question	Question Type	Legislative Requirement
Have spill and emergency recordkeeping requirements been met as specified in the ECA?	Legislative	EPA 27 (1)
Observation		

Yes Landfill staff indicated no spills have been recorded at the site.

Question ID	1-E1HGH0	
Question	Question Type	Legislative Requirement
Is an annual report required?	Information	Not Applicable
Observation		
Yes Condition 50 of the amended ECA requires submission of a report on a biennial basis which shall cover the 24 month period of the previous two years.		

Question ID	1-E1HR34	
Question	Question Type	Legislative Requirement
Is there an ECA condition requiring financial assurance?	Information	Not Applicable
Observation		
No		

Question ID	949100	
Question	Question Type	Legislative Requirement
Were the inspection questions sufficient to address other identified non-compliance items?	Legislative	Not Applicable
Observation		

Question ID	1-E1HKEM	
Question	Question Type	Legislative Requirement
Was a copy of the annual report available or submitted to the ministry, as specified in the ECA?	Legislative	EPA 27 (1)
Observation		
Yes The 2019/2020 Biennial Operations & Monitoring Report for the Dundalk Transfer Station and Closed Landfill Site was submitted on March 26, 2021.		

Question ID	1-E1HNH3	
Question	Question Type	Legislative Requirement
Was the annual report complete with the required information, as specified in the ECA?	Legislative	EPA 27 (1)
Observation		
Yes		

Ministry Program: Regulated Activity: WASTE : Receiver Transfer Processing - Municipal Hazardous and Special Waste (MHSW)

Question ID	1-E2RB6L	
Question	Question Type	Legislative Requirement
Is the site only accepting Household Hazardous Wastes limited to the types specified in the ECA?	Legislative	EPA 27 (1)
Observation		
Yes Household Hazardous Waste (HHW) that can be accepted are listed in the definition of Municipal Hazardous and Special Waste (MHSW) in the ECA		
Conditions 25 through 29 of the ECA permit the management and storage of MHSW at the site. 26(e) of the ECA states the maximum amounts of MHSW that are allowed to be received per day, stored on Site and the maximum allowed time of storage on Site are outlined in Schedule "B" of the ECA		

Question ID	1-E2TK4R	
Question	Question Type	Legislative Requirement
Is Household Hazardous Waste received at the Site within the approved limits as specified in the ECA?	Legislative	EPA 27 (1)
Observation		
Yes		

Question ID	1-E2TK4Z	
Question	Question Type	Legislative Requirement
Are Household Hazardous Wastes stored and handled in accordance with the ECA conditions?	Legislative	EPA 27 (1)
Observation		
Yes		

Question ID	1-E2TODX	
Question	Question Type	Legislative Requirement
Are Household Hazardous Waste areas of the site being inspected, as specified in the ECA?	Legislative	EPA 27 (1)
Observation		
Yes A Management Hazardous Waste Site Inspection Report is completed monthly		

Question ID	1-E2TOEX	
Question	Question	Legislative

	Type	Requirement
Are trained/competent personnel inspecting the waste areas, as specified in the ECA?	Legislative	EPA 27 (1)
Observation		
Yes		

Question ID	1-E2TOF5	
Question	Question Type	Legislative Requirement
Is the site maintaining records on incoming, outgoing, and waste storage amounts, as specified in the ECA?	Legislative	EPA 27 (1)
Observation		
Yes Records are kept in a binder at the site. In addition the Township provided copies of waste manifests from Oct 2020 until Oct 2021.		

Question ID	949100	
Question	Question Type	Legislative Requirement
Were the inspection questions sufficient to address other identified non-compliance items?	Legislative	Not Applicable
Observation		

Ministry Program: Regulated Activity: WASTE : Receiver Transfer Processing - Non-Hazardous Waste

Question ID	1-E2RB6B	
Question	Question Type	Legislative Requirement
Is the site only accepting non-hazardous wastes limited to the types specified in the ECA?	Legislative	EPA 27 (1), EPA 40
Observation		
Yes		

Question ID	1-E2TK4H	
Question	Question Type	Legislative Requirement
Is non-hazardous waste received at the Site within the approved limits as specified in the ECA?	Legislative	EPA 27 (1), EPA 40
Observation		
Yes Waste Transfer Station Operations requirements are contained in conditions 30 through 35 of the ECA		

Question ID	1-E2TK4P		
Question		Question Type	Legislative Requirement
Are non-hazardous wastes stored and handled in accordance with the ECA conditions?		Legislative	EPA 27 (1)
Observation			
Yes			

Question ID	1-E2TOAX		
Question		Question Type	Legislative Requirement
Are non-hazardous wastes processed in accordance with the ECA conditions?		Legislative	EPA 27 (1)
Observation			
Yes			

Question ID	1-E2TOBP		
Question		Question Type	Legislative Requirement
Are non-hazardous waste areas of the site being inspected, as specified in the ECA?		Legislative	EPA 27 (1)
Observation			
Yes Site Inspection forms are completed and kept in a binder at the Site			

Question ID	1-E2TOBY		
Question		Question Type	Legislative Requirement
Are trained/competent personnel inspecting the non-hazardous waste areas, as specified in the ECA?		Legislative	EPA 27 (1)
Observation			
Yes			

Question ID	1-E2TOCQ		
Question		Question Type	Legislative Requirement
Is the site maintaining records on incoming, outgoing, and waste storage amounts, as specified in the ECA?		Legislative	EPA 27 (1)
Observation			
Yes Waste records are kept in a binder at the Site			

Question ID	949100		
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Question	Question Type	Legislative Requirement
Were the inspection questions sufficient to address other identified non-compliance items?	Legislative	Not Applicable
Observation		

LOVE-SHERK PETITION UNDER THE DRAINAGE ACT

132290 Southgate SR 13
Pt. Lot 17, Con 11
Roll No. 4207 090 002 07800

Petitioner:
Kimberley Love

145601 Southgate
Rd 14
Pt. Lot 16, Con 11
Roll No. 4207 090
002 07700

Location of
Site Meeting
Sat. Nov 20, 2021
at 10:00 a.m.

Roll No. 4207 090 002 07720
No Civic Address

Southgate Road 14
Roll No. 4207 090 002 05701
145656 Southgate Rd 14

132168 Southgate SR 13
Pt. Lot 17, Con. 10
Roll No. 4207 090 002 05700

Petitioners:
Tilman &
Naomi Sherk

Approximate location
of existing ditch

145598 Southgate Rd 14
Pt. Lot 16, Con 10
Roll No. 4207 090 002 05600

Southgate Sideroad 13

Monthly Statistics Report		
	Aug 2021	Sept 2021
New Patrons	12	26
Tech Help	11	22
Circulation	792	867
Phone Calls	76	80
Reference/Reader's Advisory	21	39
Programs	12	12
Program Participation	199	123
Facebook Reaches	5,296	6,533
Instagram Reaches	1784	2595
Instagram Engagements	228	228
E-material Circulation	270	219
ILL Circulation – Received	12	19
ILL Circulation – Requests	39	23
Computer Usage	54	90
Library Visits	382	468
Curbside Pick-up	13	3

CEO Update:

The library has been open for over three months and more people are coming to use our services. We are happy to see familiar faces and new ones.

Computer usage has increased, largely due to the need to print vaccine passports. It was decided to offer vaccine passports free of charge. Many people were grateful for the service and the help from library staff.

Library staff are brainstorming and ordering furniture for the library. The focus is on furniture that can be cleaned and disinfected. The other focal point is to create better traffic flow and display space for materials.

Accomplishments:

- First aid training
- Draft Capital budget
- Attended several e-resource webinars
- Attended OLS Virtual Conference – Now What? Rethinking Your Library

60 Day Plan:

- Winter book orders
- Policy reviews
- Planning library space ideas as per the Strategic plan
- Library hours survey
- Diversity audit
- Research potential databases/e-resources
- Winter program plan

Programs and Events:

- Bi-weekly Kids Kits
- Tween DIY Button Tree
- Tween DIY Halloween Decoration
- Teen Intro to the Night Sky presentation
- Teen DIY Fall Candle Holder
- Teen Campfire Book Talks
- Teen Paint Night
- Adult DIY Fall Wreath
- Fall Into Reading Challenge
- Book Club
- DIY Fall Sign

Upcoming Programming:

- DIY Memo Board - take home kit – Nov. 2
- Kids Poppy Pins - take home kit – Nov. 2
- Teen Nightmare Before Christmas DIY Notebook – take home kit – Nov. 9
- DIY Lavender Soap – Nov. 16
- Tween DIY Snowman - take home kit – Nov. 16
- Kids Owl Craft - take home kit – Nov. 16
- Teen Advent Calendar Garland- take home kit – Nov. 23
- Kids "Giving Tuesday" Necklace – take home kit – Nov. 30

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	4	13			106
Ag.-Industrial	21	0	0	0	0	0	0	0	0	0	0	0			0
Commercial	10	15	0	0	0	2	0	0	0	0	1	2			5
Institutional	4	5	0	0	0	0	1	3	0	0	0	0			4
Industrial	6	11	0	0	2	3	4	1	2	3	0	4			19
Demolition	10	3	0	0	2	0	0	0	0	0	1	0			3
Residential related	95	86	6	4	6	7	4	4	10	7	7	5			60
Septic Systems	53	62	1	3	12	9	8	5	4	6	3	8			59
Single family dwelling	120	171	9	20	17	21	28	9	16	3	1	36			160
Tent	7	1	0	0	0	1	0	1	1	0	2	1			6
Total Permits	433	462	21	46	52	56	52	34	39	34	19	69	0	0	422
Residential Occupancy Permits Issued															
Rural (former Egremont & Proton)				2	8		1	3	2		4	0			20
Urban (Dundalk)			5	13	1	18	19	4	0	3	12	2			77
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	\$ 10,354.00	\$ 73,929.00			\$ 553,316.00
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		\$ 275,102.00			\$ 2,695,361.00
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		\$ 110,511.60			\$ 352,619.31
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	\$ 138,000.00	\$ 412,000.00			\$ 11,112,300.00
Commercial Value	\$ 3,736,000.00	\$ 1,741,400.00				\$ 785,000.00		\$ 300,000.00			\$ 100,000.00	\$ 844,000.00			\$ 2,029,000.00
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		\$ 345,000.00			\$ 3,462,500.00
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	\$ 494,000.00	\$ 6,920,399.00			\$ 53,305,350.00
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	\$ 732,000.00	\$ 8,521,399.00	\$ -	\$ -	\$ 70,129,150.00
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	\$ 445.93	\$ 1,331.34	\$ -	\$ -	\$ 35,908.40
Commercial Taxation	\$ 101,521.99	\$ 47,320.77	\$ -	\$ -	\$ -	\$ 21,331.57	\$ -	\$ 8,152.19	\$ -	\$ -	\$ 2,717.40	\$ 22,934.84	\$ -	\$ -	\$ 55,136.01
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	\$ -	\$ 11,393.90	\$ -	\$ -	\$ 114,351.83
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	\$ 6,385.26	\$ 89,450.45	\$ -	\$ -	\$ 689,004.70
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	\$ 9,548.59	\$ 125,110.53	\$ -	\$ -	\$ 894,400.93
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	\$ 223.01	\$ 665.80	\$ -	\$ -	\$ 17,957.79
Commercial Taxation	\$ 31,563.19	\$ 14,712.03	\$ -	\$ -	\$ -	\$ 6,631.99	\$ -	\$ 2,534.52	\$ -	\$ -	\$ 844.84	\$ 7,130.44	\$ -	\$ -	\$ 17,141.78
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	\$ -	\$ 4,144.42	\$ -	\$ -	\$ 41,594.34
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	\$ 3,193.27	\$ 44,734.17	\$ -	\$ -	\$ 344,571.25
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	\$ 4,261.12	\$ 56,674.83	\$ -	\$ -	\$ 421,265.16

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	14	14			
Burning	0	0	0	0	0	1	1	1	1	1	1			
Noise	2	2	2	2	0	2	5	5	7	7	8			
Property Standards	22	23	23	25	36	38	56	57	57	59	62			
Fill Compliance	1	2	2	2	2	2	2	2	2	2	2			
Canine	0	1	1	1	1	1	2	2	3	3	3			
Tenant Concerns	0	0	0	0	0	0	0	0	0	0	0			
Vehicles	6	7	8	8	53	55	57	58	58	58	58			
Weed Control	0	0	0	0	0	0	0	0	0	0	0			
Zoning	2	2	2	2	3	3	5	8	8	7	7			
Line Fences	0	0	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	0	0			6
Burning	0	0	0	0	0	1	0	0	0	0	0			1
Noise	4	0	0	0	0	2	3	0	2	0	1			8
Property Standards	16	1	0	2	11	2	18	1	0	2	3			40
Fill Compliance	0	1	0	0	0	0	0	0	0	0	0			1
Canine	0	1	0	0	0	0	1	0	1	0	0			3
Tenant Concerns	0	0	0	0	1	0	0	0	0	0	0			1
Vehicles	7	2	2	0	45	2	2	1	0	1	0			55
Weed Control	0	0	0	0	0	0	0	0	0	0	0			0
Zoning	2	0	0	0	1	0	2	3	0	0	0			6
Line Fences	0	0	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	0			0
Burning	0	0	0	0	0	0	0	0	0	0	0			0
Noise	4	0	0	0	0	0	0	0	0	0	0			0
Property Standards	29	0	0	0	0	0	0	1	0	0	0			1
Fill Compliance	0	0	0	0	0	0	0	0	0	0	0			0
Canine	0	0	0	0	0	0	0	0	0	0	0			0
Tenant Concerns	3	0	0	0	1	0	0	0	0	0	0			1
Vehicles	5	1	1	0	0	0	0	0	0	1	0			3
Weed Control	2	0	0	0	0	0	0	0	0	0	0			0
Zoning	3	0	0	0	0	0	0	3	0	1	0			4
Line Fences	0	0	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	0			0
Court Appearances	0	0	0	0	1	0	0	0	0	0	0			1
Building Letters	2	0	0	0	0	0	0	0	0	0	0			0
Building Orders	2	0	0	1	0	0	0	0	3	4	4			12
Property Standards Letters	4	1	0	0	0	0	0	0	0	0	0			1
Property Standards Orders	3	0	0	1	0	0	0	1	0	0	0			2
Zoning Compliance	80	3	5	3	8	5	5	5	2	8	2			46
Zoning Violation Letters	1	0	0	0	0	0	1	1	0	0	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	0	1			10
Total Days of Inpoundment	71	1	0	6	17	0	6	6	12	0	2			50
Returned to Owner	16	2	0	0	0	0	0	0	0	0	1			3
Adopted	3	0	0	1	1	0	1	1	1	0	0			5
Euthanized	0	0	0	0	1	0	0	0	0	0	0			1
Sent to Shelter	4	0	0	0	1	0	0	0	0	0	0			1
Needing Veterinary Services	0	0	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	2	4			15
Verbal Warnings	49	2	6	2	2	4	5	5	3	5	3			37
Dog Tags Sold	14	2	3	0	0	1	0	0	0	0	1			7
Value of Tags sold in \$	\$ 280.00	\$ 40.00	\$ 60.00	\$ -	\$ -	\$ 20.00	\$ -	\$ -	\$ -	\$ -	\$ 25.00			\$ 145.00
New Kennel Inspections	0	0	0	0	0	0	0	0	1	0	0			1
Kennel Reinspections	4	0	0	0	0	0	0	0	0	0	0			0
# of Fines	6	1	0	1	0	0	0	0	0	0	0			2
Value of Fines in \$	\$ 740.00	\$ 200.00	\$ -	\$ 50.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20.00			\$ 270.00
# of Calls in Dundalk	67	5	5	3	4	5	4	4	5	5	7			47
# of Calls in Egremont	44	3	3	2	2	3	2	2	2	5	2			26
# of Calls in Proton	26	2	3	5	1	1	3	3	4	3	1			26
# of Calls in Other	3	0	1	0	0	0	1	1	0	0	0			3
# of Patrols in Dundalk	73	5	6	6	5	5	7	7	6	5	5			57
# of Patrols in Holstein	71	6	6	5	5	6	7	7	6	5	5			58

Number of Dogs remaining in the Pound Kennel at the end of this month:

0

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Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
040932	10/06/2021	009011	INFRARED PAVEMENT REPAIR CORPORATION	0.00
	Invoice 988549		08/22/2016 RDS - RETURN UNUSED BERAM	-4,068.00
	Invoice 988549CR		09/17/2021 CREDIT RFND FROM 2016 CHQ4023	4,068.00
040933	10/14/2021	001002	A & L CANADA LABORATORIES INC	446.35
	Invoice 0000334643		09/27/2021 WST-COMPOST QUALITY/HEAVY MT	446.35
040934	10/14/2021	001011	ACKLANDS GRAINGER	238.67
	Invoice 9076972455		10/06/2021 JH&SC-MLRT4577 XXL	238.67
040935	10/14/2021	001044	ANCHEM SALES	888.18
	Invoice 209667		09/28/2021 WATER CHEMICALS	888.18
040936	10/14/2021	002047	BROADLINE EQUIPMENT RENTALS LTD	1,048.10
	Invoice 86252		09/23/2021 CEM-MINI EXCV-INTERMENT	601.75
	Invoice 86819		09/28/2021 RDS-WOODCHIPPER TREE RMVL	446.35
040937	10/14/2021	003026	CARSON SUPPLY	1,669.56
	Invoice S1641659.002		09/20/2021 CAP-PROTON STLGHT FOUNDATION	1,669.56
040938	10/14/2021	003030	CEDARWELL EXCAVATING LTD	90,938.62
	Invoice 20383183		09/23/2021 RDS-WINTER SAND-HOLSTEIN DOM	41,617.75
	Invoice 20383184		09/23/2021 RDS-WINTER SAND-HOPEVILLE DOM	46,207.72
	Invoice 20383317		10/05/2021 CAP/RDS-RD49 TRIAXL TRUCK RNTL	3,113.15
040939	10/14/2021	003065	COMPASS MINERALS CANADA CORP.	18,637.22
	Invoice 853997		09/14/2021 RDS-THAWROX TREATED SALT	18,637.22
040940	10/14/2021	003076	STAPLES PROFESSIONAL	252.70
	Invoice 57208346		09/28/2021 FIN-PAPER/PPR CLIPS/TOILET PPR	207.41
	Invoice 57276374		10/05/2021 CLERKS-HUSKY PAPER	45.29
040941	10/14/2021	003092	CADUCEON ENTERPRISES INC.	1,778.48
	Invoice 21-15497		09/20/2021 R-BLD-00215100PHC/VOC ANALYSIS	1,627.20
	Invoice 21-16276		09/29/2021 DDLK WATER SAMPLING/SUPPLIES	151.28
040942	10/14/2021	004039	DILLMAN SANITATION LTD	113.00
	Invoice 15600		09/27/2021 WST-HNDWASH STATION SEPT-OC1	113.00
040943	10/14/2021	004079	DUNDALK VILLAGE PHARMACY	6.54
	Invoice 09/22/2021		09/22/2021 WTR-ATOMA ALCOHOL RUB	6.54
040944	10/14/2021	005035	ESKER-LEE FARMS INC.	452.00
	Invoice 8491		10/04/2021 RDS-SCREENED TOPSOIL TO DDLK	452.00
040945	10/14/2021	008021	HERALD NEWSPAPER CORP	209.05
	Invoice 20734		09/23/2021 RDS/CROSSGUARD-SEASNL/CALL-II	209.05
040946	10/14/2021	008027	HIGHLAND SUPPLY	159.54
	Invoice 300005		09/23/2021 RDS-HYDRAULIC FITTING/HOSE/LBF	23.72
	Invoice 300015		09/23/2021 RDS-UNIT 113 COUPLER BRASS	7.89
	Invoice 300025		09/24/2021 WTR0WELL 5 FUNNEL	19.78
	Invoice 300125		09/28/2021 RDS-FITTING VAC TRAILER	6.38
	Invoice 300174		09/30/2021 RDS-FILTERS	101.77
040947	10/14/2021	008041	HWY 4 TRUCK SERVICE LTD.	5,450.38
	Invoice 105568		09/23/2021 RDS-#216 BRAKES/PLATES/LIGHTS	3,281.06
	Invoice 105790		09/30/2021 WST-#213 DIAG/RPR POWER DIVIDF	2,169.32

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040948	10/14/2021	009010	INFINITY NETWORK SOLUTIONS	3,927.54
	Invoice 36689		09/30/2021 LIB-HARD DRIVE DESTRUCTION	11.30
	Invoice 36881		10/05/2021 EMERGEVNT-PHONE SERVICES OCT	118.54
	Invoice 36879		10/05/2021 ALL USERS-OCT MONITOR/MAINTNC	3,169.65
	Invoice 36880		10/05/2021 ALL USERS-OCT MS EXCHNG/O365	628.05
040949	10/14/2021	009015	IPL INC.	52,312.28
	Invoice RX-420940		09/22/2021 CAP/WST-12IN PLSTC WHEEL/AXEL	52,312.28
040950	10/14/2021	011006	KEADY LIVESTOCK MARKET	1,000.00
	Invoice 257592		09/21/2021 AG-5YR POUND STANDBY FEE	1,000.00
040951	10/14/2021	012010	LIBRARY BOUND INC	1,098.35
	Invoice 30110025		09/21/2021 LIBRARY BOOKS	426.44
	Invoice 30109777		09/17/2021 LIBRARY BOOKS	671.91
040952	10/14/2021	013017	MARMAK INFORMATION TECHNOLOGIES	113.00
	Invoice 403		09/29/2021 FIN-REC ASSET MGT WORKSHOP 51	113.00
040953	10/14/2021	013035	MCDONALD HOME HARDWARE	935.51
	Invoice 104393		09/28/2021 LIB-SHOP CART	56.49
	Invoice 104462		09/30/2021 REC/FMAC-LAMPS	45.18
	Invoice 104405		09/29/2021 ARENA-WIRELESS MOUSE	25.98
	Invoice 104385		09/28/2021 REC-PERM COMB SAFE/ANTFRZ/RC	352.37
	Invoice 104497		10/02/2021 ARENA-JNT TAPE X2	14.89
	Invoice 104500		10/02/2021 ARENA-ENRGZ ALK BATTERIES AAA	18.07
	Invoice 104569		10/05/2021 RDS-ADHSV CNSTR PNT/CPLING/CA	22.10
	Invoice 104456		09/30/2021 RDS-POLYP TWIST ROPE/NYLN ROF	142.36
	Invoice 104451		09/30/2021 RDS-CONCRETE MIX	14.67
	Invoice 104550		10/04/2021 RDS-SINGLE SIDED KEY	3.72
	Invoice 104270		09/24/2021 RDS-MCRO CNTR .9' OVN 900W	152.54
	Invoice 104245		09/23/2021 RDS-HOSE HANGER	14.68
	Invoice 104392		09/28/2021 RDS-SHEATHING PLY RED TAPE	22.58
	Invoice 104383		09/28/2021 WST-GLOVES	14.68
	Invoice 104658		10/07/2021 ARENA-CLOROX BLEACH	5.98
	Invoice 104762		10/12/2021 ARENA-CARB TIP BLDS/ELBOW/CPL	29.22
040954	10/14/2021	013058	MINISTER OF FINANCE	9,864.02
	Invoice 1-117734082-8		09/01/2021 AG-2013-10 TILE DEBENTUR REPAY	9,864.02
040955	10/14/2021	013092	MUNICIPAL WORLD INC.	73.39
	Invoice 310872		01/01/2021 ADM-02/02/2020 THRU 02/28/2021	73.39
040956	10/14/2021	013097	MCDUGALL ENERGY INC.	10,044.63
	Invoice 5363094		09/27/2021 HOLSTEIN DEPOT DYED DIESEL	2,382.85
	Invoice 5371009		09/30/2021 DUNDALK DEPOT DYED DIESEL	1,019.79
	Invoice 5377515		10/04/2021 MUNICIPAL OFFICE CLEAR DIESEL	2,314.24
	Invoice 5377510		10/04/2021 MUNICIPAL OFFICE DYED DIESEL	1,022.38
	Invoice 5377506		10/04/2021 MUNICIPAL OFFICE REGULAR GAS	934.37
	Invoice 5377478		10/04/2021 HOLSTEIN DEPOT DYED DIESEL	2,371.00
040957	10/14/2021	015036	ONTARIO TAX SALES INC	536.75
	Invoice 3311		09/27/2021 GYSG19-09 LIST PROPERTY DETAIL	536.75
040959	10/14/2021	016040	PREMIER EQUIPMENT LTD	642.54
	Invoice 1252757		07/13/2021 RDS-BRUSHCUTTER LOOP 48-HOLS	642.54

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040960	10/14/2021	018002	R B ENTERPRISES	8,760.28
	Invoice 25608		09/20/2021 RDS-CAT LOADR AUTO GREASE SY:	8,760.28
040961	10/14/2021	018007	R.J. BURNSIDE & ASSOCIATES LIM	28,097.45
	Invoice 300053400.0000-3		09/24/2021 CAP-RDS-'21 BRIDGE INSPCT AUG	2,655.50
	Invoice 300053046.0000-5		09/24/2021 CAP/RDS-RFP S108/S109 AUG INSP	25,441.95
040962	10/14/2021	018011	REALTAX INC.	2,870.20
	Invoice 80508		09/24/2021 GYSG19-09 REAL TAX FEES	988.75
	Invoice 78407		04/22/2021 GYSG19-09 REAL TAX FEES	395.50
	Invoice 78406		04/22/2021 GYSG19-06 REAL TAX FEES	463.30
	Invoice 78405		04/22/2021 GYSG19-04 REAL TAX FEES	485.90
	Invoice 78395		04/20/2021 GYSG20-01 REAL TAX FEES	536.75
040963	10/14/2021	018015	REEVES CONSTRUCTION LTD	14,628.70
	Invoice 20972		10/05/2021 CAP/RDS-RD49 TRUCK SEPT 16	1,068.70
	Invoice 3529		09/29/2021 RDS-GUIDE SYSTEM ON STHGT RD1	13,560.00
040964	10/14/2021	019048	SOUTH EAST GREY COMMUNITY HEALTH CENTRE	425.82
	Invoice 726		09/30/2021 PUBH-ERSK JUN9-AUG11 GAS/HYDF	425.82
040965	10/14/2021	019076	STUTZ BROWN & SELF PROFESSIONAL CORP	6,903.98
	Invoice 32976		10/01/2021 PLAN-S-3746-21 NOTICE TO RGSTR	367.49
	Invoice 32963		09/29/2021 R-S-3824-21 STHGT AGM	6,536.49
040966	10/14/2021	020006		60.00
	Invoice 005905-1		10/04/2021 AG-LIVESTOCK EVALUATION 1VISIT	60.00
040967	10/14/2021	020026		150.00
	Invoice Sept 2021		10/01/2021 LIB-SEPTEMBER CLEANS	150.00
040968	10/14/2021	020044	TRITON ENGINEERING SERVICES LTD	43,473.00
	Invoice 52424		08/31/2021 R-A4171 FLATO GLENELG AUGUST	4,079.71
	Invoice 52425		08/31/2021 R-A4153 REALE FLATO W BL75 AUG	615.85
	Invoice 52421		08/31/2021 R-A4169 FLATO N JULY/AUG ADVSY	4,699.67
	Invoice 52423		08/31/2021 R-A4165 WHITE ROSE PH3 AUGUST	12,598.37
	Invoice 52419		08/31/2021 R-A4152 WHITE ROSE EST AUGUST	1,707.81
	Invoice 52422		08/31/2021 CAPWW-W4609 CLASS EA STUDY A	5,551.13
	Invoice 52426		08/31/2021 CAP/WTR-T4612 ELVTD WTR TOWEI	2,326.67
	Invoice 52427		08/31/2021 CAP-M5621 VICTORIA ST JUN-AUG	6,517.39
	Invoice 52420		08/31/2021 SWR/WTR-A4160 GENERAL ADV AU	5,376.40
040969	10/14/2021	020049	THE WELLINGTON ADVERTISER	465.78
	Invoice 271452		09/30/2021 RDS-EMPLOYMENT OPPORTUNITIES	232.89
	Invoice 271489		10/07/2021 RDS-EMPLOYMENT OP	232.89
040970	10/14/2021	021001	ULINE CANADA	363.96
	Invoice 9092220		09/23/2021 FIRE/EMRGEVNT-MASK/GLOVE/WIPI	363.96
040971	10/14/2021	021007	USTI CANADA, INC.	13,857.28
	Invoice 332507		10/04/2021 KEYSTONE '22 ANNL MAINTENANCE	13,857.28
040972	10/14/2021	022004	VANALSTINE AUTOMOTIVE	1,749.65
	Invoice 14303		09/27/2021 RDS-#208 AXL SEAL/PRSR SWITCH	1,749.65
040973	10/14/2021	022007	VFD SOLUTIONS INC.	3,342.54
	Invoice 16467		09/24/2021 SWR-VFD BLOWER #2 LAGOON	3,342.54

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040974	10/14/2021	022008	VIKING CIVES LTD	352.72
	Invoice 2702164		09/30/2021 RDS-#212 REAR PLATE BOLT FENDF	91.41
	Invoice 2702049		09/27/2021 RDS-#212 BELT CROSS CONV RLLR	261.31
040975	10/14/2021	022012	VAN HARTEN SURVEYING INC.	8,910.19
	Invoice 00063790		09/16/2021 MUN-LAND SURVEY PROJ#28582-20	8,910.19
040976	10/14/2021	023008	WASTE MANAGEMENT	10,928.18
	Invoice 0004034-0677-0		10/01/2021 WST-RECYCLING	10,928.18
040977	10/14/2021	023044	WAGGS LTD.	50.85
	Invoice 295509		09/21/2021 LIB-MAT CLEANING X3	50.85
040978	10/14/2021	098002		350.00
	Invoice 2020-179L & 179R		09/20/2021 FINAL INSPECTION DEPOSIT RFND	350.00
040979	10/14/2021	098002		632.51
	Invoice SP18-21		10/04/2021 CONTINGENCY/LEGAL FEE REFUND	632.51
040980	10/14/2021	098002		175.00
	Invoice 2019-224		09/20/2021 FINAL INSPECTION DEPOSIT RFND	175.00
040981	10/14/2021	098002		250.00
	Invoice 2020-288		09/30/2021 FINAL INSPECTION DEPOSIT RFND	250.00
040982	10/14/2021	098002	ROBBSTATE FARMS LIMITED	250.00
	Invoice 2021-155		09/20/2021 FINAL INSPECTION DEPOSIT RFND	250.00
040983	10/14/2021	099001	1894 INC.	3,376.44
	Invoice 1240		09/30/2021 RDS-WEATHER TRACKR THRU OCT'	3,376.44
040984	10/14/2021	099002	COLOURPIX	1,017.00
	Invoice 3471		08/27/2021 ED-SOUTHGATE ADVENTURE BLOG	1,017.00
040985	10/14/2021	099004	HOMESTEAD RESORT GOLF & SNOWMOBILING RESORT	50.00
	Invoice Decemer2020		09/27/2021 '20 XMAS GIFT REPL CHQ#039734	50.00
040986	10/14/2021	099008	TROJAN UV	74.43
	Invoice SLS/10312609		09/27/2021 WTR-WELL 3 SPACERS	74.43
040987	10/14/2021	099009	YOUNG'S HAULAGE	3,011.45
	Invoice 12983		09/07/2021 CAP/RDS-RD49 HAUL A GRAVEL	1,469.00
	Invoice 13033		09/07/2021 CAP/RDS-RD49 HAUL A GRAVEL	1,542.45
040988	10/14/2021	099004	HOMESTEAD RESORT GOLF & SNOWMOBILING RESORT	50.00
	Invoice Dec2020		10/13/2021 2020 XMAS GIFT-REPL CHQ#039732	50.00
040989	10/27/2021	001060	ATS TREE SERVICES INC.	1,666.75
	Invoice 3800		10/12/2021 RDS-DDLK STUMP GRINDING	1,666.75
040990	10/27/2021	002047	BROADLINE EQUIPMENT RENTALS LTD	8,697.30
	Invoice 86769		09/24/2021 CAP/HOLST LOT-RVRS PLATE PACK	151.85
	Invoice 86671		09/24/2021 CAP/HOLST LOT-ROLLER PACKER	994.40
	Invoice 87493		10/13/2021 RDS-RATCHET STRAP/TIE DOWN X2	71.13
	Invoice 87511		10/14/2021 RDS-VARI-CUT DIAMOND BLADE 14"	208.37
	Invoice 87487		10/16/2021 RDS-WOODCHIPPER TREE TRIMMIN	446.35
	Invoice 86615		10/01/2021 CAP/RD-PROTON PK LOT EXC/ROLL	6,825.20

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040991	10/27/2021	002057	BUCKHAM TRANSPORT LIMITED	3,079.25
	Invoice 30364		10/06/2021 WST-DISPOSAL CHARGE	3,079.25
040992	10/27/2021	003026	CARSON SUPPLY	4,036.14
	Invoice S1644635.001		10/15/2021 WTR-HYDRNT MRKR WITH POLYTUE	63.28
	Invoice S1644057.002		10/08/2021 WTR-2"BRASS TEE/BSHNG/ADAPTEI	328.77
	Invoice S1643665.001		10/05/2021 WTR-HYDNT GREASE FOOD GR TUE	346.90
	Invoice S1644057.001		10/08/2021 WTR-MUNICIPEX PIPE/BOLTS/BALL	3,297.19
040993	10/27/2021	003030	CEDARWELL EXCAVATING LTD	8,561.16
	Invoice 20383407		10/12/2021 CAP/RDS-RD49 TRIAXLE TRUCK	4,267.16
	Invoice 20383481		10/18/2021 CAP/RD-RD49 TRIAXL TRUCK RENTL	4,294.00
040994	10/27/2021	003076	STAPLES PROFESSIONAL	711.93
	Invoice 57370210		10/15/2021 WTR-BLUE PAPER/ENVELOPES	240.10
	Invoice 57372794		10/15/2021 BLD/EMGEVNT-TONER/PAPER/FOLD	371.26
	Invoice 57267102		10/04/2021 FIN-MEMBERSHIP PLUS FEE	100.57
040995	10/27/2021	003092	CADUCEON ENTERPRISES INC.	507.28
	Invoice 21-16810		10/07/2021 DDLK WATER TESTING-LEAD	35.60
	Invoice 21-16809		10/07/2021 DDLK WATER TESTING-LEAD	35.60
	Invoice 21-16807		10/07/2021 DDLK WATER TESTING-LEAD	35.60
	Invoice 21-16808		10/07/2021 DDLK WATER TESTING-LEAD	35.60
	Invoice 21-16806		10/07/2021 DDLK WATER TESTING-LEAD	35.60
	Invoice 21-16805		10/07/2021 DDLK WATER TESTING-LEAD	35.60
	Invoice 21-16804		10/07/2021 DDLK WATER TESTING-LEAD	35.60
	Invoice 21-16802		10/07/2021 DDLK WATER TESTING-LEAD	35.60
	Invoice 21-16803		10/07/2021 DDLK WATER TESTING-LEAD	35.60
	Invoice 21-16801		10/07/2021 DDLK WATER TESTING-LEAD	35.60
	Invoice 21-16800		10/07/2021 DDLK WATER TESTING HPC/TC EC	151.28
040996	10/27/2021	003093	CEDAR CREEK TOOLS	206.79
	Invoice 44488		09/27/2021 WTR-20V GRINDER	206.79
040997	10/27/2021	004032	DEWAR SERVICES	169.50
	Invoice 17076		10/14/2021 SWR-CHECK VFD IN BLOWER BLDG	169.50
040998	10/27/2021	004039	DILLMAN SANITATION LTD	175.15
	Invoice 15686		10/05/2021 WST-DDLK PORTBL TOILET OCT-JAI	175.15
040999	10/27/2021	004081	DUNWOOD SIGNS & TEXTILES INC.	100.57
	Invoice 6474		10/18/2021 ARENA-PVC SIGN NO LOBBY ACCE	100.57
041000	10/27/2021	005007	EASYPAY	355.00
	Invoice October 2021		10/21/2021 FIN-2022 PAYROLL UPDATE ORDER	355.00
041001	10/27/2021	005015	EHITEL NETWORKS INC	146.89
	Invoice ET-164429		10/15/2021 FIN-OFFICE INTERNET	146.89
041002	10/27/2021	008041	HWY 4 TRUCK SERVICE LTD.	5,800.19
	Invoice 105938		10/12/2021 RDS-#212 INSPECTION/FAN CLUTCH	5,800.19
041003	10/27/2021	009010	INFINITY NETWORK SOLUTIONS	1,440.58
	Invoice 36688		09/30/2021 CAP/LIB-LENOVO DESKTOP REPLCA	1,440.58
041004	10/27/2021	010011		158.00
	Invoice October 15, 2021		10/15/2021 TOWN HALL OCTOBER CLEANS X5	158.00

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041005	10/27/2021	010034	JOE JOHNSON EQUIPMENT INC.	994.34
	Invoice S15070		09/24/2021 WST-#213 FAULTY MAC VALV RPAIR	994.34
041006	10/27/2021	013011	MAPLE LANE FARM SERVICE INC.	54.55
	Invoice I230504		10/12/2021 RDS-#205 3/8" HOSE/CRIMP-ON FI	54.55
041007	10/27/2021	013035	MCDONALD HOME HARDWARE	367.10
	Invoice 104905		10/15/2021 BLDG-DBL SIDED KEY	4.51
	Invoice 104865		10/14/2021 BLDG-DBL SIDED KEY	4.51
	Invoice 103633		09/01/2021 AREN-RTN STAPLE FRM INV103619	-7.91
	Invoice 104789		10/13/2021 ARENA-BOLTS	9.46
	Invoice 104859		10/14/2021 REC/POOL-ANTIFRZ -50 PLMBNG X4	19.30
	Invoice 104818		10/13/2021 TOWN HALL-SINGLE SIDED KEY X18	66.92
	Invoice 104992		10/19/2021 RDS-XL FREEZER BAGS	18.06
	Invoice 104814		10/13/2021 RDS-ALK RST PAINT/FURNC FILTRS	121.94
	Invoice 104787		10/13/2021 RDS-SPRAY PAINT X3 ORNG MRK	37.26
	Invoice 105073		10/21/2021 WST-AIR FRESHENERS/SPRAY	60.09
	Invoice 105049		10/21/2021 RDS-CAMERA LITH BATTERY	28.24
	Invoice 105076		10/21/2021 ARENA-GALV NIPPLE/HEX BUSHING	4.72
041008	10/27/2021	013058	MINISTER OF FINANCE	8,301.53
	Invoice 1-119429060-6		10/02/2021 AG-2015-11 TILE DEBENTUR RPYMT	6,793.40
	Invoice 1-118714017-7		10/02/2021 AG-2014-11 TILE DEBENTUR RPYMT	1,508.13
041009	10/27/2021	013097	MCDUGALL ENERGY INC.	20,367.73
	Invoice 5392650		10/13/2021 MUNICIPAL OFFICE CLEAR DIESEL	9,477.32
	Invoice 5401714		10/18/2021 HOLSTEIN DEPOT DYED DIESEL	2,815.29
	Invoice 5398643		10/12/2021 EGREMONT TRNSFR ST DYED DIESEL	1,357.31
	Invoice 5401890		10/18/2021 EGREMONT TRNSF ST CLEAR DIESEL	4,874.66
	Invoice 5398642		10/12/2021 EGREMONT TRNSFR ST DYED DIESEL	763.86
	Invoice 5392648		10/13/2021 MUNICIPAL OFFICE REGULAR GAS	1,079.29
041010	10/27/2021	014024	NEW WEST GYPSUM RECYCLING (ONT.) INC	783.77
	Invoice 228724		09/02/2021 WASTE-DRYWALL DISPOSAL	783.77
041011	10/27/2021	015045	OSPREY EQUIPMENT REPAIR LTD	18,284.37
	Invoice 3925		10/15/2021 RDS-FRONT END/HEAD CYLINDERS	18,284.37
041012	10/27/2021	016026	PITNEYWORKS	15.00
	Invoice October 13, 2021		10/13/2021 FIN-POSTAGE LATE PMT FEE	15.00
041013	10/27/2021	018007	R.J. BURNSIDE & ASSOCIATES LIM	27,007.00
	Invoice 300053400.0000-4		10/18/2021 CAP/RDS-SEPT'21 BRIDGE INSPECT	6,158.50
	Invoice 300053046.0000-6		10/18/2021 CAP/RDS-SEPT RFP S108/S109	20,848.50
041014	10/27/2021	018027	RIVERSIDE EQUIPMENT REPAIR	295.83
	Invoice 11200		09/30/2021 RDS-BOLTS/NUTS X6/TIGHTN CHAIN	295.83
041015	10/27/2021	018045	ROUBOS FARM SERVICE LTD	635,850.16
	Invoice 116030		10/08/2021 CAP/RD49-PROGRESS PYMT CERT#	635,850.16
041016	10/27/2021	019019	NFP CANADA CORP	196,902.36
	Invoice 74022		10/20/2021 FIN-XL71753 RNWL THRU 10/01/22	2,332.80
	Invoice 74021		10/20/2021 FIN-15507012 RNW THRU 10/01/22	3,070.44
	Invoice 74020		10/20/2021 FIN-FC41756 RNWL THRU 10/01/22	52,141.32
	Invoice 74019		10/20/2021 FIN-LC00860 RNWL THRU 10/01/22	991.44
	Invoice 74018		10/20/2021 FIN-CP81830 RNWL THRU 10/01/22	87,087.96
	Invoice 74016		10/20/2021 FIN-A198998 RNWL THRU 10/01/22	46,962.00

Accounts Payable

CIBC - 1 - Standard Cheque Register By Date

10/01/2021 thru 10/31/2021

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
	Invoice 74026		10/20/2021 FIN-A198998 ADJST THRU10/01/22	531.00
	Invoice 74023		10/20/2021 FIN-XL71869 RNWL THRU 10/01/22	3,785.40
041017	10/27/2021	019031	SHELBURNE MEMORIALS LIMITED	5,650.00
	Invoice 17369		10/05/2021 CAP/CEM-HEADSTONE RESTORATI	5,650.00
041018	10/27/2021	019043	ENTANDEM	181.90
	Invoice 132333		10/25/2021 ARENA-SOCAN 2021 LICENSE MAIN1	126.47
	Invoice 104898		01/01/2021 ARENA-SOUND 2020 LICENSE MAIN	55.43
041019	10/27/2021	019050	SOUTHGATE AUTO GLASS	587.60
	Invoice 3781		08/16/2021 BLDG-FORD ESCP BACK WINDOW R	587.60
041020	10/27/2021	019076	STUTZ BROWN & SELF PROFESSIONAL CORP	784.44
	Invoice 33042		10/18/2021 BLDG-S-3708-20 CORRESPONDENCE	452.57
	Invoice 33046		10/19/2021 PLAN-S-3746-21 SITE PLAN REGST	331.87
041021	10/27/2021	022002	VALLEY BLADES LIMITED	5,386.56
	Invoice SV050873		10/20/2021 RDS-LINK GRADER CHAIN	1,474.65
	Invoice SV050874		10/20/2021 RDS-SHOE/SNOWBL HOLE/11 H CTS	3,911.91
041022	10/27/2021	022004	VANALSTINE AUTOMOTIVE	807.14
	Invoice 14400		10/07/2021 WTR-AIR CNTRL VLV/MODULE/RPAII	807.14
041023	10/27/2021	023007	WARD & UPTIGROVE CONSULTING & HUMAN RESOURCES	242.95
	Invoice 76785		09/30/2021 FIRE-MAY-SEP30/2021 HR SERVICE	242.95
041024	10/27/2021	025002	YOUNG'S BUILDING MATERIALS INC.	173.33
	Invoice 739394		09/08/2021 REC-WTR ELEMENT/CPLNG/SAW/PII	133.29
	Invoice 744452		10/14/2021 RDS-CLEANING SUPPLIES	40.04
041025	10/27/2021	098002		1,461.00
	Invoice 10/25/2021		10/25/2021 REFUND OF ADDITIONAL TAX PAID	1,461.00
041026	10/27/2021	098002		7,500.00
	Invoice 12-02-2020		10/07/2021 INDUSTRIAL LAND DEPOSIT RETURI	7,500.00
041027	10/27/2021	098002		668.13
	Invoice SP15-21		10/20/2021 CONTINGENCY FEE REFUND ACT#4	668.13
041028	10/27/2021	099002	BATES BROS CONSTRUCTION INC.	8,655.80
	Invoice 845589		10/08/2021 RDS-OCT TREE REMOVAL	5,085.00
	Invoice 845583		09/11/2021 RDS-SEPT TREE REMOVAL	3,570.80
041029	10/27/2021	099003	FARLOW'S HOME HARDWARE	11.28
	Invoice 84388		10/07/2021 WST-SUPER GLUE X2	11.28
Cheque Register Total -				1,334,610.16

Accounts Payable

CIBC - 2 - Online Cheque Register By Date

10/01/2021 thru 10/31/2021

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
001264	10/14/2021	002018	BELL MOBILITY CELLULAR	892.69
	Invoice September 8, 2021		09/08/2021 CELLULAR PHONES	892.69
001265	10/14/2021	002053	BRUCE TELECOM	22.54
	Invoice 10/04/2021		10/04/2021 CLERKS-WEBHOSTING/DOMAIN NAME	22.54
001266	10/14/2021	005006	EASTLINK	355.75
	Invoice 17389915		10/03/2021 ARENA-INTERNET	84.70
	Invoice 17389924		10/03/2021 FIRE/RDS-INTERNET	84.70
	Invoice 17389913		10/03/2021 REC-FMAC INTERNET	84.70
	Invoice 17389912		10/03/2021 LIB-INTERNET	101.65
001267	10/14/2021	006031	FS PARTNERS	488.26
	Invoice 09/30/2021		09/30/2021 FIRE/REC-SEPTEMBER FUEL	488.26
001268	10/14/2021	008026	HIGHLAND FUELS DUNDALK LTD.	795.66
	Invoice 09/30/21		09/30/2021 RDS/FIRE/REC-SEPTEMBER FUEL	795.66
001269	10/14/2021	008039	HURON BAY CO-OPERATIVE INC.	197.73
	Invoice 188033		09/28/2021 WST-SHOP TOWELS	22.59
	Invoice 188431		10/04/2021 RDS-PREM LAWN MIXTURE	175.14
001270	10/14/2021	009004	IDEAL SUPPLY INC.	460.63
	Invoice 3065943		09/13/2021 RDS-GLASS CLEANER X12	73.09
	Invoice 3117604		09/27/2021 RDS-UNIT 100 UNIV AF/COOLANT	35.21
	Invoice 3069657		09/14/2021 RDS-INVERTD FLARE TOWED TRAIL	32.75
	Invoice 3074759		09/15/2021 RDS-3/16 UNION TEE HP1	2.93
	Invoice 3091423		09/20/2021 SWR-LID GASKET TYPE 12 X6	69.70
	Invoice 3100898		09/22/2021 SWR-PAISLS FOR WW SAMPLES X6	152.08
	Invoice 3125071		09/28/2021 ARENA-BATTERY 6DCV7 LEADCAL	94.87
001271	10/14/2021	016026	PITNEYWORKS	397.76
	Invoice September 13, 2021		10/08/2021 METER POSTAGE	397.76
001272	10/14/2021	021006	US BANK NATIONAL ASSOCIATION	5,432.49
	Invoice 10/07/21		10/07/2021 CORPORATE VISA	5,432.49
001273	10/27/2021	008039	HURON BAY CO-OPERATIVE INC.	33.88
	Invoice 188362		10/02/2021 WST-SHOP TOWELS/MENS KNIT 12F	33.88
001274	10/27/2021	009004	IDEAL SUPPLY INC.	194.53
	Invoice 3156541		10/06/2021 WST-#218/219 HALGN BULB/HDPREM	106.46
	Invoice 2807640		07/05/2021 RDS-SHOP RAGS	45.18
	Invoice 3156519		10/06/2021 WST-HD EXP PREMIUM 50/50 X4	42.89
001275	10/27/2021	023024	WELLINGTON NORTH POWER	585.94
	Invoice Oct18-77070000-00		10/18/2021 REC-HOLSTEIN PARK ELECTRICITY	46.39
	Invoice Oct18-77067500-00		10/18/2021 REC-HOLSTEIN HALL ELECTRICITY	87.83
	Invoice Oct18-77037500-00		10/18/2021 RDS-HOLSTEIN SHED ELECTRICITY	207.54
	Invoice Oct18-77076500-00		10/18/2021 RDS-HOLST ST LIGHT ELECTRICITY	244.18

Cheque Register Total - 9,857.86

Accounts Payable

CIBC - 3 - PAP Cheque Register By Date

10/01/2021 thru 10/31/2021

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
000023	10/27/2021	005026	ENBRIDGE GAS INC.	1,071.29
	Invoice Oct12-052156524134		10/12/2021 TOWN HALL- NATURAL GAS	125.05
	Invoice Oct12-052156797414		10/12/2021 FIRE- NATURAL GAS	105.69
	Invoice Oct12-910000706033		10/12/2021 REC-POOL NATURAL GAS	514.98
	Invoice Oct13-910034079876		10/13/2021 ARENA-NATURAL GAS	58.33
	Invoice Oct12-052156187510		10/12/2021 RDS-DDLK DEPOT NATURAL GAS	123.49
	Invoice Oct12-052156259413		10/12/2021 SEWER-NATURAL GAS	143.75
Cheque Register Total -				1,071.29

Accounts Payable

CIBC - 3 - PAP-Don't Use Cheque Register By Date

10/01/2021 thru 10/31/2021

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
000340	10/14/2021	002013	BELL CANADA	1,126.92
	Invoice Oct1-5199232110	10/01/2021	FIN-OFFICE TELEPHONE	322.98
	Invoice Oct1-5199233431	10/01/2021	ARENA-TELEPHONE	44.51
	Invoice Oct1-5199231105	10/01/2021	FIRE/EMERG-TELEPHONE	278.80
	Invoice Oct1-5193343581	10/01/2021	RDS-HOLSTEIN TELEPHONE	90.04
	Invoice Oct1-5199235150	10/01/2021	WTR-WELL 4 TELEPHONE	44.51
	Invoice Oct1-5199235054	10/01/2021	RDS-DUNDALK TELEPHONE	44.51
	Invoice Oct1-5199232512	10/01/2021	REC-POOL TELEPHONE	62.25
	Invoice Oct1-5199239198	10/01/2021	WTR-WELL 5 TELEPHONE	44.51
	Invoice Oct1-5199233483	10/01/2021	WTR-WELL 3 TELEPHONE	44.51
	Invoice Oct1-5199233248	10/01/2021	LIB/POL-TELEPHONE	101.54
	Invoice Oct1-5199239156	10/01/2021	SEWER-TELEPHONE	44.51
	Invoice October1-5199233248	10/01/2021	FIN-TOLL FREE PHONE	4.25
000341	10/14/2021	008044	HYDRO ONE NETWORKS INC.	12,385.85
	Invoice October 5, 2021	10/05/2021	ELECTRICITY CHARGES	12,385.85
000342	10/14/2021	019080	SUN LIFE ASSURANCE COMPANY OF CANADA	11,671.07
	Invoice September 23, 2021	09/23/2021	EMPLOYEE BENEFITS	11,671.07
Cheque Register Total -				25,183.84

Accounts Payable

CIBC - 5 - Direct Deposit Cheque Register By Date

10/01/2021 thru 10/31/2021

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
000116	10/05/2021	003083	COUNTY OF GREY	274.26
	Invoice IVC00000000021489		09/14/2021 RDS-LG INSTERSECTN/PROP BLADE	274.26
000117	10/05/2021	011005		282.50
	Invoice 593		08/16/2021 PROPS-CATTLE BEAST STHGT-KEAI	282.50
000118	10/05/2021	020022	THE MURRAY GROUP LIMITED	13,227.82
	Invoice 2355814		08/12/2021 RDS-COLD MIX AP13	2,047.47
	Invoice 2254848		06/16/2021 RDS-COLD MIX AP13	1,647.68
	Invoice 2264799		06/22/2021 RDS-HL-3 HOT MIX	886.63
	Invoice 2423650		09/20/2021 RDS-HL-4 HOT MIX	8,646.04
000119	10/18/2021	003083	COUNTY OF GREY	291.37
	Invoice IVC00000000021514		09/27/2021 RDS-AUGUST CIVIC ADDRESSING	291.37
000120	10/18/2021	006014	FIRM GRIP PROPERTY MAINTENANCE	203.40
	Invoice 1717		09/19/2021 LIB/POL-JULY 4 CLEANS	203.40
000121	10/18/2021	007025	GM BLUEPLAN ENGINEERING LIMITED	3,718.60
	Invoice 114263		09/27/2021 WST-EGRMNT LANDFILL AUG INSPC	3,718.60
000122	10/18/2021	011005		5,588.03
	Invoice 597		10/01/2021 CANINE-SEPT/OCT 2021 CONTRACT	5,588.03
000123	10/18/2021	020022	THE MURRAY GROUP LIMITED	8,773.96
	Invoice 2449788		10/04/2021 RDS-HOT MIX	5,032.32
	Invoice 2449399		10/04/2021 RDS-HOT MIX	3,741.64
000124	10/18/2021	023022	THE CORPORATION OF THE COUNTY OF WELLINGTON	14,820.00
	Invoice October 2021		10/06/2021 LIB-2ND INSTALLMENT GRANT 2021	14,820.00
000125	10/18/2021	024003	XYLEM CANADA COMPANY	305.10
	Invoice 3558360163		09/20/2021 SWR-LIFTING HANDLE LAGOON PUM	305.10
000126	10/29/2021	006014	FIRM GRIP PROPERTY MAINTENANCE	9,541.72
	Invoice 1833		10/01/2021 RDS-DDLK DEP AUG/SEPT 4 CLEAN	226.00
	Invoice 1832		10/01/2021 CEM-AUG/SEPT LAWN CUTTING X7	3,164.00
	Invoice 1835		10/01/2021 RDS/REC/CEM-SEPT LAWN CUTTING	1,959.42
	Invoice 1834		10/01/2021 RDS/REC/CEM-AUGUST LAWN CUTT	3,152.70
	Invoice 1831		10/01/2021 FIN/RDS-AUG/SEPT 8 CLEANS	1,039.60
000127	10/29/2021	008024	HETEK SOLUTIONS INC.	158.20
	Invoice INV0040341		10/12/2021 WST-GAS DETECTOR CALIBRATION	158.20
Cheque Register Total -				57,184.96



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Dear Township of Southgate Council:

On behalf of CUPE Ontario's nearly 125,000 active members of the Ontario Municipal Employees Retirement System (OMERS), I am writing today to express our serious concerns with OMERS' investment performance.

In 2020, OMERS posted a net loss 2.7%, representing three billion dollars in losses. This was during a year that comparable defined benefit pension plans and funds in Canada posted substantial investment gains. CUPE Ontario investigated further and tracked investment returns at OMERS for ten years. We found that OMERS has underperformed relative to other large pension plans and funds, as well as relative to its own benchmarks. We also found that OMERS no longer shares this critical information in their annual reporting, making it difficult for plan members to hold their investment managers accountable.

Attached you will find a report detailing OMERS investment underperformance. Also attached, you will find the analysis of a third-party actuary (PBI Actuarial consultants) who confirmed that our reasoning and conclusions were sound.

CUPE Ontario believes plan members and employers have the right to know why OMERS' investments have, over a ten-year period, underperformed other large defined benefit pension plans and funds. If OMERS had performed in line with the average large Canadian public pension plan, it would have a substantial, multi-billion-dollar surplus, versus the deficit it currently faces.

Considering the significant impact such underperformance could have on plan members and on all sponsors who hold the liabilities of the plan, **we are calling on OMERS to cooperate fully with an independent and transparent third-party review of its investment performance** transparent and accountable to plan members, sponsors like CUPE Ontario, other unions, and employers like the Township of Southgate.

We are hoping that the Township of Southgate Council will join our call for an independent expert review of OMERS. **We are asking you, and other municipal councils across the province, to debate the following motion or to pass a similar motion calling for a third-party expert review of OMERS.** The terms of such a review would need to be agreed upon by sponsors and they could explore whether reasonable costs could be funded from the plan.

Proposed Motion – Independent Review of OMERS' Investment Performance

1. The Township of Southgate Council is calling for an immediate, comprehensive and independent third-party expert review of OMERS' investment performance and practices over the past ten years, conducted by the OMERS Pension Plan's sponsors and stakeholders.
2. Such a review would, at a minimum:
 - a. Compare OMERS plan-level, and asset class-level performance to other comparable defined benefit pension plans and funds, OMERS internal benchmarks, and market-based benchmarks.
 - b. Examine OMERS decision-making processes around the timing of various investment decisions.
 - c. Assess the risk management policies and protocols that were in place and determine if they were followed and/or if they were sufficient to protect the plan from undue risk.
 - d. Assess whether the disclosures provided to the OMERS Administrative and Sponsorship Boards were sufficient evidence to allow the Boards to respond appropriately and in a timely manner.
 - e. Examine executive compensation, investment fees and investment costs at OMERS in comparison to other major defined benefit pension plans and funds.
 - f. Examine other relevant issues identified by the third-party expert review.
 - g. Make recommendations for changes at OMERS to ensure stronger returns moving forward.
 - h. Issue their final report and recommendations in a timely manner.
 - i. Publicly release its full report and recommendations to ensure that it is available to OMERS sponsors, stakeholders, and plan members.
3. The Township of Southgate Council further calls on the OMERS Administrative Corporation to:
 - a. Provide all requested data, documentation and information required of the review panel to fulfill its mandate.
 - b. Establish a step-by-step plan, with OMERS sponsors and stakeholders, to implement any recommendations set out in the review report.



Letter to the Editor

November 3, 2021

A Case of the “Mondays”

As normal, the weekend has ended, and the workweek is upon us. Many of us, like in the movie: “Office Space”, may have the slight case of the “Mondays”. You know; the slow dragging yourself out of bed, tired, and wanting one more day at home... The Mondays... Well, our Monday at the Health Unit took a turn for the worse upon arrival. You see, instead of entering our place of work through the doors as normal, we had to walk over cardboard with shattered windows and glass on the floor.

I can tell you, I am frustrated, and I could have easily let my frustration turn in to anger, however, that would be easy. Instead, I want to be kind and to understand. More on that in a bit.

I first want to address why I was frustrated. I got frustrated because my initial thought was that whoever did this did so out of anger at us. I have seen this type of anger all too often during this pandemic, so it was easy for my mind to go there first. I have seen vile words thrown at staff, and at myself. I have seen the trail of hate all over our social media accounts (thankful that we have the ban and hide function for those that blatantly refuse to adhere to our terms of use). I have also had to comfort staff that were on the verge of exhaustion due to abuse from many and the enervation brought on by this thing we call a pandemic. Do you know why people are angry, or are upset and frustrated at us? To my conclusions, many are upset because we are doing our jobs to the best of our ability.

What does doing a good job mean for us? It is rather simple (yet very complex when put into action). We follow the robust scientific principles of public health, set out in our [Public Health Standards](#), [Protocols](#), and [Guidelines](#), and from Public Health Ontario and other governing and best practice organizations. Our job is also to respond to any emergency that the public has a stake in, as per the Health Protection and Promotion Act. In addition, we must use our resources to ensure that we adhere to these Standards, Protocols and Guidelines and Emergencies in a way that is best suited for our local population, based on risk and a local landscape.

During a time when there is a global pandemic, where millions of people have died, we are responding, as per our job, to this pandemic, in partnership and in concert with our governing bodies, particularly the provincial government and local stakeholders.

Now that you are all fully aware of what our job is, the question I keep asking myself is, “why get upset and angry at us? Why get angry for us doing what we were hired for and do in the best way possible? Why get angry with us for putting in tireless hours, taking work home, missing family and special occasion? “. I know why, those are rhetorical questions. Our job sometimes

A healthier future for all.

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interferes with you and your lives, so I get it; I understand where the frustration comes from. Guess what, I get frustrated at things too, but I know it is not the individuals working here that I am to get frustrated with; it is the pandemic, not anyone in particular. It is a similar response to getting a speeding ticket. We know we were caught, and yet, we are angry with the officer that is simply doing what we pay them to do – to keep our roads safe. Let me tell you however, it is totally ok to get frustrate. There is a huge difference in being frustrated than to act on that frustration in hate or anger towards one of our staff, and yes, to our building as well.

Let me now explain, why I did not let my frustration turn to anger on Monday morning as I walked over glass to get in to the place that I work. I, to my demise and benefit at times, am an empath. I have a strong knack at putting myself in people's shoes, to try to understand why they did things. I can confidently say, whoever did this, must not have been in their right state of mind (for many reasons), or they simply did something out of pressure/fun or perhaps even out of hate. I can't conclude which of these it was, and I never will, unless of course this next paragraph gets a response.

To whoever, or whatever group did this act, I invite you to come and chat. I would love to hear from you. I would love to learn from you. I would love to be a sympathetic ear to you, and to give your reasons a chance to see the light of day. You see, instead of getting angry, I want to turn to kindness and conversation, and personal reflection. I want to know the whole story before I react. I want to see you as who you are, not what your isolated actions of one night tell me. I want to meet you, and talk to you, and to show you a kind heart and ear, plain and simple.

From there, maybe we move forward, and learn from each other, or maybe you continue to act the way you like. At that point, in time, I think we will at least know where we are coming from, and can make that decision confidently.

For today however, I turn my attention inward, to the dedicated team at the Grey Bruce Health Unit. I want you to know that, you rock. You are doing a fantastic job. You are working as hard as I have ever seen in my time as a nurse and a manager. You need to be proud of what you have done, and who you are. Do not let some broken glass guide you, however, realize that glass can get broken and picked back up, but as a team, we will stand firm and do what is right – do our job! We are all here together, and will all stand tall in the face of challenges - we will get through this together! WE WILL NOT SHATTER! Keep being the kind people that you are, as kindness, patience and empathy will allow us to get through this together.

To the vandals, I remind you of my invitation to come and talk. My arms are open, and that invitation will stand.

To the public, and everyone else, please, let us all be proud and remain kind, even in the face of frustration and disagreement.

Yours truly and kindly,

Ian Reich, RN, BScN, EMBA
Public Health Manager – Foundational Standards

For More Information:

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I.Reich@publichealthgreybruce.on.ca

Guidance for Remembrance Day and Seasonal Parades



Public events like Remembrance Day services and Seasonal parades Celebrations are important annual traditions for communities in Grey Bruce. Event organizers should use this guidance to facilitate safe gatherings that provide a way to feel connected to our family, friends and community during COVID-19.

Ontario has released its [plan to safely reopen and manage COVID-19 for the long-term](#), easing some restrictions. The regulation that establishes the Step 3 rules for Reopening Ontario is [O. Reg. 364/20](#).

Screening

- Remind participants to stay home if feeling unwell
- Encourage participants to complete a COVID-19 Screen like [Ontario's COVID-19 Customer Screening](#) before attending any events, even if they are outdoors.

Gathering Limits

Review [provincial gathering limits](#) before planning in any events or gatherings.

- **Indoor organized public events** and **social gatherings** are permitted up to 25 people.
- **Outdoor social gatherings** are permitted up to 100 people with limited exceptions.
- There are no gathering limits for **outdoor organized public events**. Limiting pedestrian traffic to meet outdoor social gathering limits is not required for organized events like seasonal parades or Remembrance Day ceremonies.

Physical Distancing and Wearing Face Coverings

- Arrange the set up and seating in advance to support physical distancing.
- Ensure that masks are worn as required by provincial and local regulations:
 - Masks or face coverings that covers the mouth, nose and chin are required when,
 - in attendance at an indoor organized public event
 - within two metres of another individual who is not part of their household.
- Encourage participants to wear a mask or face covering if participating in higher risk activities such as cheering, singing and dancing. Encourage alternatives like clapping and waving.

Consider ways for community members to connect from a distance

- Provide livestreamed or recorded access to event ceremonies, speeches, or highlights for those unable to attend in-person gatherings.
- Recommend ways for community members to connect to the event if they are unable to attend in-person (eg. art contest, social media, making donations, etc.).

Hand Hygiene and High Touch Surfaces

- Support hand hygiene through signage and by providing well supplied hand washing stations or hand sanitizer throughout the space.
- Plan for an increased use of public washrooms. Take steps to avoid crowded lines and set a schedule for cleaning and disinfection of high-touch surfaces.

Proof of Vaccination

Effective September 22, 2021, patrons seeking access to certain businesses or organizations must show proof of identification and proof of being fully vaccinated against COVID-19 before they can enter the area, with limited exceptions. Refer to the [provincial guidance](#) for more information on requirements.

Together we can prevent the spread of COVID-19

- Get vaccinated with a full series of Health Canada approved vaccines
- Stay home if you have COVID-19 symptoms, even if they are mild
- Stay two metres apart from people you don't live with
- Wear a [mask or face covering properly](#) in indoor public spaces and outside any time physical distancing is not possible
- Wash your hands often with soap and water or alcohol-based hand sanitizer
- Sneeze and cough into your sleeve
- Avoid touching your eyes, nose or mouth
- Get tested if you have symptoms compatible with COVID-19, or if you've been advised of exposure by public health or through the COVID Alert mobile app;
- Download the COVID Alert app;
- Work from home or remotely as much as possible;
- Follow international travel guidelines

Resources

[Download COVID-19 screenings | COVID-19 \(coronavirus\) in Ontario](#)

[Ontario's Self-Assessment Tool](#)

[COVID-19 public health measures and advice | COVID-19 \(coronavirus\) in Ontario](#)

[A plan to safely reopen Ontario and manage COVID-19 for the long-term | COVID-19 \(coronavirus\) in Ontario](#)



Media Release

November 3, 2021

Eligibility Expands for Third Dose – COVID-19 Vaccine

On November 3, 2021, in consultation with the Chief Medical Officer of Health and other health experts, Ontario is expanding eligibility for booster doses of the COVID-19 vaccine to additional high-risk groups. [Current eligible populations are still eligible.](#)

For a complete new eligibility list, please visit: [Ontario Expanding Booster Eligibility to More Ontarians | Ontario Newsroom](#), and here: [COVID-19 Vaccine Third Dose \(gov.on.ca\)](#)

- Individuals aged 70 and over (based on calendar year, not date of birth)
- Eligible Healthcare workers and designated essential caregivers in congregate settings
 - All Hospital and Acute Care Staff
 - All patient facing healthcare workers/staff involved in the COVID-19 response
 - Medical First Responders
 - Healthcare workers and designated essential caregivers in congregate settings (Assisted Living, correctional settings, shelters, Long-Term Care Homes, Retirement Homes, supportive housing, hospice and palliative care settings)
 - Home and Community Care health care workers, providing in-person care
- Individuals who received a complete series of a viral vector vaccine (Astra Zeneca), or one dose of Janssen vaccine.
- Indigenous, Metis and Inuit adults (over 18 years of age), and any household members

All newly eligible groups must wait 6 months (168 days minimum) following their second dose of the COVID-19 vaccine in order to be eligible for a third dose of the COVID-19 vaccine. (example: If you got your second dose of your vaccine on June 1st, 2021, you are eligible for a booster dose on November 16th, 2021 – if you meet the below criteria)

With this expanded list of newly eligible populations, the Grey Bruce Health Unit, in collaboration with the vaccine task force, and all municipalities, will be enhancing the vaccine delivery capacity in Grey and Bruce.

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

The Grey and Bruce Health Unit will host vaccine clinics at municipal locations such as arenas and community centres on a regular basis that will have enhanced capacity in comparison to the small pop-up clinics that were running in August, September and October. These municipal clinics will not be to the scale of the large Hockey HUBS, however, will be able to accommodate the volume related to this enhanced eligibility.

Those that are eligible can attend scheduled Pop-Up Clinics this week. **No appointment is needed for these clinics only.** Supply of vaccine may be limited, and early closure of the clinic is possible.

Thursday, November 4

- Flesherton Kinplex, 2 Highland Drive, Flesherton, 3:00pm - 7:00pm

Friday, November 5

- Port Elgin Plex in the Rotary Hall, 600 Tomlinson Drive, Saugeen Shores (Port Elgin), 12:00pm-4:00pm
- Wiarton Community Centre, 526 Taylor St, Wiarton, 10:00am – 3:00pm

A list of new clinic locations will be made available on the Grey Bruce Health Unit's website in the near future. A current schedule is available here:

- [Vaccine Schedule](#)

Following November 5, appointments will be required to access these clinics due to the anticipated volume. Appointments will be booked using the Provincial booking system – online and via the telephone.

Beginning November 6th, 2021, eligible individuals will be able to book their booster dose appointment through the COVID-19 Vaccination Portal or by calling the Provincial Vaccine Contact Centre, effective at 8:00am. **If local clinics are not viewable on this date, they will be added in the coming days.** Please do not call the Health Unit to try to book your appointment. **You will not be able to get your 3rd dose without an appointment.**

- [COVID-19 Vaccination Portal](#) - [How to book a COVID-19 vaccine appointment \(ontario.ca\)](#)
- Provincial Vaccine Contact Centre - 1-833-943-3900

DO NOT CALL THE HEALTH UNIT TO TRY TO BOOK AN APPOINTMENT
We are not able to book for you.

Individuals still requiring first of second doses DO NOT need an appointment.

There is no benefit in trying to get your booster prior to the required intervals.

In addition, participating primary care providers and pharmacies will be other ways that individuals are able to get their vaccine.

For complete details, please visit:

- [Third Doses of COVID-19 Vaccine \(publichealthgreybruce.on.ca\)](https://publichealthgreybruce.on.ca/third-doses-of-covid-19-vaccine)
- [COVID-19 Vaccines \(publichealthgreybruce.on.ca\)](https://publichealthgreybruce.on.ca/covid-19-vaccines)
- [Ontario Expanding Booster Eligibility to More Ontarians | Ontario Newsroom](https://www.ontario.ca/news/ontario-expanding-booster-eligibility-to-more-ontarians)
- [COVID-19 Vaccine Third Dose \(gov.on.ca\)](https://gov.on.ca/covid-19-vaccine-third-dose)

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



Background & Overview:

On October 4, 2021 the Ministry of Environment, Conservation and Parks (MECP) released the Phase 1 regulations to implement amendments to the *Conservation Authorities Act* made in 2019/2020. These regulations include:

1. Ontario Regulation 686/21: Mandatory Programs and Services.

This regulation prescribes the mandatory programs and services conservation authorities are required to provide; risk to natural hazards, conservation and management of land, elements of source water protection and core watershed-based resource management strategies.

2. Ontario Regulation 687/21: Transition Plans and Agreements for Programs and Services under Section 21.1.2 of the Act.

This regulation requires each authority to have a 'transition plan' that outlines the steps to be taken to develop an inventory of programs and services and to enter into agreements with participating municipalities to fund non-mandatory programs and services through a municipal levy, among other things. It also establishes the transition period to enter into those agreements.

3. Ontario Regulation 688/21: Rules of Conduct in Conservation Areas.

This regulation consolidates the current individual conservation authority 'Conservation Area' regulations made under Section 29 of the *Conservation Authorities Act* into one Minister's regulation that regulates the activities on authority owned land.

Under Ontario Regulation 687/21: Transition Plans and Agreements for Programs and Services, the GRCA is required to develop and submit a transition plan to the MECP by December 31, 2021. This transition plan will outline the steps to be taken to develop an inventory of programs and services and to enter into agreements with participating municipalities to fund municipally driven programs and services through a municipal levy.

The GRCA is also required to submit an inventory of current programs and services by February 28, 2022. The programs and services inventory must include the following information:

- A list of current GRCA programs and services and, which of the three categories the program/service fits into:
 - 1. mandatory programs and services where municipal levy could be used without any agreement;
 - 2. programs and services at the request of a municipality with municipal funding through an MOU;
 - 3. other programs and services an Authority determines are advisable, and how they are funded (e.g., provincial, federal, municipal funding, municipal levy, and self-generated revenue)
- Costing information (e.g. average annual costs based on the last 5 years) to deliver each program and service in all three categories
- Details on the circulation process of the inventory with participating municipalities and any other municipalities the Authority intends to enter into agreements with
- A list of any new mandatory programs and services the Authority will need to be provide to meet the requirements of the mandatory program and services regulation

PRESS RELEASE

For Release: Immediately

November 9, 2021

Saugeen Conservation Launches New Website and Unveils Logo

South Bruce - Saugeen Valley Conservation Authority (SVCA) is excited to announce the launch of its new website, www.saugeenconservation.ca and its new logo. One of Ontario's 36 conservation authorities, Saugeen Conservation has not had a refresh of its inaugural website in several years and an assessment of its logo in 20 years.

The new website features a fully interactive experience for clients that use the programs and services offered by the conservation authority including an easy to navigate menu, on-line mapping, a story map, email notifications by page or topic area, and a description of what we do and how we do it. Users can subscribe to page updates such as flood and low water messages, education and other events in our conservation areas, water quality projects, and more. There is also an events calendar and a news section for watershed residents to stay informed of current developments and activities.

"Our new website makes the work we do more accessible to and understood by our watershed residents," said Maureen Couture, SVCA Chair. "This ease of use is especially important as we continue to work towards our provincial mandate and strategic priorities."

Our new logo consists of a designed symbol and accompanying wordmark that are always used together in full. The logo's symbol depicts the winding Saugeen River – the third-largest river system in southern Ontario and a popular canoe and kayak route. The design also features the signature Lake Huron sunset, one of the most iconic and beautiful sunsets in Ontario. The design's trees represent the watershed's rich forests, characterized primarily by deciduous species such as maple, beech and ash, and coniferous species such as cedar and pine. The design recalls both the themes of water, which lies at the heart of SVCA's mandate, and forest management, which includes the popular tree planting program that is well known among residents.

Saugeen Conservation invites visitors to explore the new website and provide any feedback through the website. To stay informed, subscribe to our on-line quarterly newsletter.

-30-

For more information, please contact:

Jennifer Stephens, General Manager / Secretary-Treasurer, SVCA
Cell: 519-369-7206



CHRISTINE TARLING
Director of Legislated Services & City Clerk
Corporate Services Department
Kitchener City Hall, 2nd Floor
200 King Street West, P.O. Box 1118
Kitchener, ON N2G 4G7
Phone: 519.741.2200 x 7809 Fax: 519.741.2705
christine.tarling@kitchener.ca
TTY: 519-741-2385

November 1, 2021

Honourable Doug Ford
Premier of Ontario
Legislative Building
Queen's Park
Toronto ON M7A 1A1

Dear Premier Ford:

This is to advise that City Council, at a meeting held on October 18, 2021, passed the following resolution regarding "Renovictions":

"WHEREAS safe and adequate housing is recognized as a fundamental human right by the Federal Government, whose effect as a major social determinant of health and wellbeing goes well beyond a basic requirement for shelter; and,

WHEREAS Kitchener's housing situation has dramatically shifted since 2016, a Housing Needs Assessment demonstrating the average price for a house increased by 104% between 2009 to 2019, with the greatest increase since 2016, and rents increased by an average of 41%; and,

WHEREAS the City is experiencing a gap in the provision of housing, in particular the need for 450 units of supportive housing, over 5,000 units of community housing and 9,300 units of affordable rental housing to address the gaps in the existing supply; and,

WHEREAS the City of Kitchener has adopted "Housing for All – The City of Kitchener's Housing Strategy" demonstrating a commitment to realizing the right to housing locally and addressing the housing crisis within the municipality; and,

WHEREAS landlords and investors are adding to the strain on the housing supply through the unscrupulous act of "Renovictions" by claiming they are completing major renovations and evicting and displacing existing tenants, and subsequently raising rents which affects those generally identified as lower income earners and their ability to find safe, adequate and affordable housing; and,

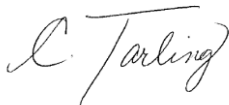
WHEREAS citizens and communities are hurt by these practices which can and does directly impact the housing and homelessness crisis, as well as inflict damage and trauma (both financially and mentally) particularly on our most vulnerable citizens;

THEREFORE IT BE RESOLVED that the City of Kitchener lobby the Province of Ontario to take additional and meaningful steps to address the ever-increasing problem of “Renovictions”;

THEREFORE IT FURTHER BE RESOLVED that the City of Kitchener urge all levels of government to collaborate in data sharing and collection related to renovations, specifically the impacts of renovations on tenancy;

THAT IT FINALLY BE RESOLVED that a copy of this motion be sent to the Association of Municipalities of Ontario, the Premier of Ontario, the Ministry of Municipal Affairs and housing, the Region of Waterloo and other Municipalities in Ontario for their consideration and possible endorsement.”

Yours truly,



C. Tarling
Director of Legislated Services
& City Clerk

c: Honourable Steve Clark, Minister of Municipal Affairs and Housing
Monika Turner, Association of Municipalities of Ontario
William Short, Regional Clerk, Region of Waterloo
Ontario Municipalities



CHRISTINE TARLING
Director of Legislated Services & City Clerk
Corporate Services Department
Kitchener City Hall, 2nd Floor
200 King Street West, P.O. Box 1118
Kitchener, ON N2G 4G7
Phone: 519.741.2200 x 7809 Fax: 519.741.2705
christine.tarling@kitchener.ca
TTY: 519-741-2385

November 1, 2021

Honourable Doug Ford
Premier of Ontario
Legislative Building
Queen's Park
Toronto ON M7A 1A1

Dear Premier Ford:

This is to advise that City Council, at a meeting held on October 18, 2021, passed the following resolution regarding the vaccine passport program:

"WHEREAS the Covid-19 pandemic has been both a health crisis and an economic crisis; and,

WHEREAS lockdown and physical distancing measures have caused significant hardship to businesses, particularly those dependent on in-person delivery or experience (ex: retail, restaurant, hospitality, personal service, etc.); and,

WHEREAS vaccinations have proven to be an effective means of keeping Ontarians safe and can enable businesses to safely remain open without compromising the health of their customers and employees; and,

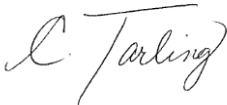
WHEREAS the Province of Ontario and the Regional Municipality of Waterloo are the primary authorities governing public health in the city of Kitchener;

WHEREAS the Economic Development Advisory Committee expressed concerns about financial supports for businesses and the City's ability to support, maintain and grow the economy;

THEREFORE BE IT RESOLVED that the City of Kitchener thank the Province of Ontario for developing the vaccine passport program, but urge the Province to provide financial supports for businesses to cover capital and human resource costs necessary to execute the program; and,

THEREFORE BE IT FINALLY RESOLVED that a copy of this resolution be forwarded to the Honourable Premier of Ontario, the Minister of Municipal Affairs and Housing, the Association of Municipalities of Ontario; and, all other Ontario municipalities."

Yours truly,

A handwritten signature in cursive script, appearing to read "C. Tarling".

C. Tarling
Director of Legislated Services
& City Clerk

c: Honourable Steve Clark, Minister of Municipal Affairs and Housing
Monika Turner, Association of Municipalities of Ontario
Ontario Municipalities

November 8, 2021

Re: Item for Discussion – Request for Action Related to “Renovictions” (Councillor, C. Wilson)

At its meeting of October 20, 2021, the Council of the Corporation of the Town of Bracebridge ratified motion 21-GC-251, regarding Request for Action Related to “Renovictions”, as follows:

“WHEREAS “Renovictions” happen when a landlord evicts a tenant by claiming they will complete major renovations (or demolish the unit or convert it to commercial use);

AND WHEREAS 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;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Town of Bracebridge request that the Government of Ontario take additional and meaningful steps to address the ever-increasing problem of “Renovictions” in The Province of Ontario;

AND FURTHER THAT this resolution be sent to other Municipalities in Ontario for their consideration and endorsement.”

In accordance with Council's direction, I am forwarding you a copy of the resolution for you reference.

Please do not hesitate to contact me if I can provide any additional clarification in this regard.

Yours truly,



Lori McDonald
Director of Corporate Services/Clerk

1000 Taylor Court
Bracebridge, ON
P1L 1R6 Canada

telephone: (705) 645-5264
corporate services and finance fax: (705) 645-1262
public works fax: (705) 645-7525
planning & development fax: (705) 645-4209

November 9, 2021

Saugeen Mobility and Regional Transportation
603 Bruce Rd 19
PO Box 40
Walkerton, ON N0G 2V0

Re: Saugeen Mobility and Regional Transportation - Holiday Hours

The Council of The Corporation of the Municipality of Kincardine, at its meeting of November 1, 2021 enacted the following resolution:

WHEREAS Council received a copy of a letter to the Saugeen Mobility and Regional Transit (SMART) Board from Randy Hughes, Kincardine Area Seniors Advisory Action Committee (KASAAC);

AND WHEREAS there is no current holiday transportation service scheduled by SMART, which due to the holidays occurring during a weekend, includes December 25 (Christmas Day), December 26 (Boxing Day), December 27 and December 28;

AND WHEREAS the lack of service through the holidays negatively impacts members of our community;

AND WHEREAS the IDEA committee recommended that Council support transportation over the holiday period, including statutory holidays;

AND WHEREAS the Accessibility Advisory Committee supports a return to increased services by SMART;

NOW THEREFORE BE IT RESOLVED THAT Council request SMART to reinstate holiday service;

AND FURTHER THAT a copy of this request be sent to the other member municipalities of the SMART board.

If we can be of further assistance, please do not hesitate to contact our office.

Yours truly,

Jennifer White
Digitally signed by Jennifer White
Verify with verify.com or Adobe Reader



Jennifer White
Deputy Clerk

CC: Municipality of Arran-Elderslie, Municipality of Brockton, Township of Chatsworth, Town of Hanover, Town of Saugeen Shores, Town of Southgate, Municipality of West Grey

File: C09 – Resolutions Kincardine



RESOLUTION NO. 21-247

Moved by: Marc Dupuis
Seconded by: Steve Brousseau

WHEREAS the government of Ontario recently announced the continued postponement of the province-wide assessment update for the 2022 and 2023 taxation years, and;

WHEREAS this means that property values will continue to be based on the January 1, 2016 valuation date until at least 2024, and;

WHEREAS the Municipality of Mattice – Val Côté is aware of the important increase in property values throughout the province and within its own jurisdiction and;

WHEREAS the continued postponement of property valuation translates into a significant loss of taxation revenue for Municipalities;

NOW THEREFORE BE IT RESOLVED THAT Council for the Municipality of Mattice – Val Côté urges the government of Ontario to reconsider its decision and to direct MPAC to proceed with a province-wide assessment update in order for Ontario Municipalities to be able to collect property taxes based upon actual property values, and;

BE IT FURTHER RESOLVED THAT a copy of this resolution be forwarded to the Premier of Ontario, to MPAC, to AMO, to all Ontario municipalities and to our federal and provincial government representatives, Carol Hughes and Guy Bourgouin.

- CARRIED -

I, Guylaine Coulombe, CAO/Clerk of the Municipality of Mattice – Val Côté, do hereby certify this to be a true and complete copy of Resolution 21-247, passed by the Council of the Municipality of Mattice – Val Côté at its meeting held the 8th day of November 2021.

DATED at Mattice, Ontario
This 10th day of November 2021

233 
Guylaine Coulombe

November 9, 2021

Via email: Christine.Miller@smdhu.org

Simcoe Muskoka District Health Unit
Attention: Anita Dubeau, Chair, Board of Health
15 Sperling Drive
Barrie, ON L4M 6K9

Dear Ms. Dubeau:

RE: Correspondence – Request for Additional COVID-19 Funding

On behalf of the Council of the Corporation of the Township of Lake of Bays, please be advised that the above-noted correspondence was presented at the last regularly scheduled meeting on November 9, 2021, and the following resolution was passed:

“Resolution #7(c)/11/09/21

BE IT RESOLVED THAT the Council of the Corporation of the Township of Lake of Bays hereby receives the correspondence from Anita Dubeau, Chair, Board of Health, for the Simcoe Muskoka District Health Unit and supports their request to Minister Christine Elliott for additional COVID-19 funding, dated October 21, 2021;

AND FURTHER THAT this resolution be forwarded to the Minister of Health and Long-Term Care and to all Ontario municipalities.

Carried.”

Sincerely,



Carrie Sykes, Dipl. M.A., CMO, AOMC,
Director of Corporate Services/Clerk.

CS/cw

Copy to: Hon. Christine Elliott, Minister of Health and Long-Term Care
All Ontario Municipalities

October 21, 2021

Honourable Christine Elliott
Ministry of Health
777 Bay Street, 5th Floor
Toronto, ON M7A 2J3

Dear Minister Elliott:

On behalf of the Board of Health for the Simcoe Muskoka District Health Unit (SMDHU), I commend the strong progress being made in bringing COVID-19 under control through the public health measures and the vaccination campaign directed by the provincial government of Ontario. We continue to work collectively to complete the “final mile” of vaccination of the population while simultaneously continuing all activities of COVID-19 surveillance and case management/contact tracing.

The COVID-19 work has required an unprecedented quantity of resources, particularly human resources. Accordingly, boards of health have had to significantly augment their staffing specifically for the Mass Immunization Clinics. Salaries and related expenses of this greatly enhanced workforce (including transportation, supplies and equipment) have only been partially managed by the funding received from the province on July 22, 2021. SMDHU only received 42% of its COVID-19 funding request and costs to date have far exceeded that funding. To add to 2021 cash flow pressures, SMDHU would require the hiring of nursing and administrative staff to implement the provincially mandated vaccine clinics for 5–11-year-olds in Simcoe County and the District of Muskoka as well as implement the “booster” clinics for specific populations. With no immediate COVID-19 funding, these pressures for the end of 2021 compound finance issues for SMDHU and will potentially impede our ability to finance the human resources required.

The SMDHU Board of Health via management staff have been in active communication with Ministry of Health staff specifically related to the one-time funding COVID-19 requests. Unfortunately, the Board of Health experienced cash flow issues in July due to the lack of COVID-19 funding from the Ministry of Health to the point, that the Board was forced to seek approval from its four obligated municipalities to borrow from a bank up to \$5M to cover salaries and expenses for COVID-19 activities. SMDHU also sought and received from the Ministry of Health an advance in funding for the Ministry portion of the cost-shared budget to ensure that payroll commitments and the payment of vaccination expenses could be met. On October 20, 2021, the Board of Health approved a motion requesting that boards of health immediately receive the *COVID-19 Extraordinary Costs* and COVID-19 Vaccine Extraordinary Costs funding as articulated in SMDHU’s Q2 financial statement and that the Ministry of Health commit in writing to:

- (1) extend COVID-19 funding in 2022;
- (2) establish funding in 2022 for public health recovery activities; and,

Barrie:
15 Sperling Drive
Barrie, ON
L4M 6K9
705-721-7520
FAX: 705-721-1495

Collingwood:
280 Pretty River Pkwy.
Collingwood, ON
L9Y 4J5
705-445-0804
FAX: 705-445-6498

Cookstown:
2-25 King Street S.
Cookstown, ON
L0L 1L0
705-458-1103
FAX: 705-458-0105

Gravenhurst:
2-5 Pineridge Gate
Gravenhurst, ON
P1P 1Z3
705-684-9090
FAX: 705-684-9887

Huntsville:
34 Chaffey St.
Huntsville, ON
P1H 1K1
705-789-8813
FAX: 705-789-7245

Midland:
A-925 Hugel Ave.
Midland, ON
L4R 1X8
705-526-9324
FAX: 705-526-1513

Orillia:
120-169 Front St. S.
Orillia, ON
L3V 4S8
705-325-9565
FAX: 705-325-2091

- (3) increase provincial funding for public health base budgets proportional to the municipal levy increase needed in 2022 to maintain capacity for public health program delivery.

The financial pressure from not having access to the required amount of COVID-19 funding from the province, with the simultaneous requirement to respond to the pandemic through surveillance, case and contact management, outbreak response, education and enforcement of the changing requirements of the *Reopening Ontario (A Flexible Response to COVID-19) Act*, and the vaccination of the population has placed the Board in a precarious financial situation. If there is not sufficient funding from the province, there is also a sizeable risk that SMDHU will have a large year-end deficit moving into 2022 based on 2021 COVID-19 expenses that may require a large municipal levy increase to eliminate the deficit and to address the response needs in 2022.

For these reasons the SMDHU Board of Health urges the provincial government to approve and immediately flow the amount required by each health unit of one-time *COVID-19 Extraordinary Costs* and *COVID-19 Vaccine Program Extraordinary Costs*.

Thank you for considering this urgent matter.

Sincerely,

ORIGINAL Signed By:

Anita Dubeau
Chair, Board of Health

AD:CG:cm

cc: Ontario Boards of Health
MPPs of Simcoe Muskoka
City of Barrie Mayor and Council
City of Orillia Mayor and Council
The District Municipality of Muskoka District Chair and Council
County of Simcoe Warden and Council
Dr. Kieran Moore, Ontario Chief Medical Officer of Health
Loretta Ryan, Executive Director, Association of Local Public Health Agencies
Graydon Smith, President, Association of Municipalities of Ontario

The Corporation of the Township of Southgate
By-law Number 2021-170
being a by-law to confirm the proceedings of the
Council of the Corporation of the Township of Southgate
at its regular meeting held on November 17, 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 November 17, 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 17th day of November 2021

John Woodbury – Mayor

Lindsey Green – Clerk