

Township of Southgate Council Meeting Agenda

December 1, 2021 9:00 AM Electronic Participation

#### 1. Electronic Access Information

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

Phone Number: 1 (647) 497-9373

Access Code: 990 - 730 - 221 #

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

#### 2. Call to Order

#### 3. 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 presented.

#### 6. Declaration of Pecuniary Interest

Pages

7. **Delegations & Presentations** 12 - 29 7.1. Saugeen Valley Conservation Authority 2022 Budget **Presentation - Jennifer Stephens Be it resolved that** Council receive the Saugeen Valley Conservation Authority 2022 Budget presentation as information. 30 - 45 7.2. Grey County Climate Change Presentation - Linda Swanston Be it resolved that Council receive the Grey County Climate Change presentation as information. 46 - 72 8. Adoption of Minutes Be it resolved that Council approve the minutes from the November 17, 2021 Council meeting as presented; and That Council approve the minutes from the November 23, 2021 Special Council and Closed Session meetings as presented.

#### 9. Reports of Municipal Officers

#### 9.1. Fire Chief Derek Malynyk

#### 9.1.1. FIRE2021-012- Volunteer Fire Fighter Appointment

**Be it resolved that** Council receive Staff Report FIRE2021-012 for information; and **That** Council approve the hiring of Georgia-Anne Reidl, Trevor Hald, Kyle Babcock, Stephen Zezelic, William Conley, Zachary Hull and Justin Pate as members with the Dundalk Fire Department. 73

#### 9.2. Chief Building Official Bev Fisher

9.2.1. CBO2021-007 Soils Permit Request – By-law 2017-049 74 - 150

Be it resolved that Council receive Staff Report CBO2021-007 for information; and That Council approve the proposed Soils Permit as per By-law 2017-049 request received from 2570970 Ontario Inc.

#### 9.3. Clerk Lindsey Green

#### 9.3.1. CL2021-034- Source Protection Committee Municipal 151 - 164 Member Appointment

**Be it resolved that** Council receive Staff Report CL2021-034 as information; and **That** the Council of the Township of Southgate support the nomination of Councillor John Sepulis as the Wellington, Halton, Dufferin and Grey Municipal Representative on the Lake Erie Source Protection Committee.

#### 9.3.2. CL2021-035-Affordable/Attainable Housing Committee 165 - 171 Recommendation

Be it resolved that Council receive Staff Report CL2021-035 for information; and That Council receive the recommendation from the Affordable/Attainable Housing Committee from their November 23, 2021, Committee meeting as information; and That Council direct staff to research a method that would encourage a certain percentage of new development approved contain affordable and/or attainable housing and bring back further information for Council's consideration at a future meeting.

#### 9.3.3. CL2021-036- Election Sign By-law No. 2017-129 172 - 173 Amendment

Be it resolved that Council receive Staff Report CL2021-036 for information; and That Council receive the Election Sign By-law draft amendments as information and provide comments to staff on the draft amendments; and That Council direct staff to bring back a formal amendment to the Election Sign By-law for approval at the December 15, 2021 Council meeting.

#### **9.3.4.** CL2021-037-2022 Council Calendar Options Report 174 - 175

Be it resolved that Council receive Staff Report CL2021-037 for information; and That Council approve staff's recommendation to start night Council meetings at 6:00 PM beginning in 2022; OR That Council provide feedback to staff and discuss options for Council meeting start times for 2022; and That Council consider approval of the 2022 Council/Committee calendar at the December 15, 2021,

#### Council meeting.

#### 9.4. Public Works Manager Jim Ellis

#### 9.4.1. PW2021-057 2021 - 2022 Winter Operations Plan 176 - 259

**Be it resolved that** Council receive Staff Report PW2021-057 for information; and **That** Council approves and endorses the 2021/2022 Southgate Winter Operations Planning Document.

#### 9.5. Chief Administrative Officer Dave Milliner

#### 9.5.1. CAO2021-079 Southgate TTH Dundalk Olde Town Hall 260 - 280 Financial Partnership Use Agreement

Be it resolved that Council receive Staff Report CAO2021-079 as information; and That Council review and provide staff feedback on the Draft Southgate-Team Town Hall Dundalk Olde Town Hall Cultural Space Financial Commitment and Use Partnership Agreement as presented; and That Council direct staff to forward the Draft Southgate-Team Town Hall Dundalk Olde Town Hall Cultural Space Financial Commitment and Use Partnership Agreement to Team Town Hall and Wellington Capital Corporation for their input; and That Council direct staff to bring back the final version of the Southgate-Team Town Hall Dundalk Olde Town Hall Cultural Space Financial Commitment and Use Partnership Agreement for Council approval and consider approval by Municipal By-law at the December 15, 2021 meeting

#### 281 - 302 9.5.2. CAO2021-080 Dundalk Olde Town Hall Purchase Sale Agreement to Wellington Capital Corporation

Be it resolved that Council receive Staff Report CAO2021-080 as information; and That Council review the Draft Dundalk Olde Town Hall Building Property Purchase and Sale Agreement to Wellington Capital Corporation, which includes the property sale conditions, a listing of the building's capital projects to be completed for public occupancy and a facility lease of the cultural space to the Township of Southgate from Wellington Capital Corporation as the landlord; and

**That** Council provide staff with comments and feedback in order to finalize the Purchase and Sale Agreement for approval and execution by the Township of Southgate and Wellington Capital Corporation; and **That** Council direct staff to forward the Draft Dundalk Olde Town Hall Property to Wellington Capital Corporation and Building Cultural Space Lease Agreement to Team Town Hall and Wellington Capital Corporation for their input; and That Council direct staff to bring back the final version of the Dundalk Olde Town Hall Property to Wellington Capital Corporation and Building Cultural Space Lease Agreement for Council approval and consider approval by Municipal By-law at the December 15, 2021 meeting.

#### 303 - 317 9.5.3. CAO2021-081 Holstein Dam Review of 2004 BM Ross Engineering Report

Be is resolved that Council receive Staff Report CAO2021-081 as information; and That Council provide direction to Southgate staff (Option 1 - to proceed or Option 2 - to not proceed) with this report actions in relation to the time that has past and the historical performance of the dam structure over time since the 2004 report.

#### 9.5.4. CAO2021-082 Draft Melancthon-Southgate Land Annexation & Boundary Adjustment Agreement

Be it resolved that Council receive Staff Report CAO2021-082 as information; and That Council consider approval of the draft Annexation and Boundary Agreement with the County of Dufferin, the Township of Melancthon, the County of Grey and the Township of Southgate; and That Council direct staff to present the draft Annexation and Boundary Adjustment Agreement to and work with the County of Dufferin, Township of Melancthon and the County of Grey to finalize the agreement for Council to consider, approve and forward to Ministry of Municipal Affairs and Housing for final Provincial approval.

#### 9.5.5. CAO2021-083 Kids-N-Us Early ON Lease Agreement for 352 - 358 Space in the Dundalk Arena Auditorium

Be it resolved that Council receive staff report CAO2021-080 as information; and That Council approve the Draft Kids-N-Us EarlyON Southgate Lease Agreement for the leasing of space in Dundalk Arena Auditorium space on the second floor as a Community Services partner providing space for their program; and

**That** Council consider approving the final version of the Kids-N-Us EarlyON-Southgate Lease Agreement for the leasing of space in Dundalk Arena Auditorium space on the second floor by Southgate By-law at the December 15, 2021 meting to authorize the Mayor and the Clerk to sign the agreement.

#### 9.6. HR Coordinator Kayla Best

#### 9.6.1. HR2021-032 – Deputy Fire Chief Job Description 359 - 370 Updates

**Be it resolved that** Council receive Staff Report HR2021-032 for information; and **That** Council approve job description updates presented for the Deputy Fire Chief.

### 9.6.2. HR2021-031– Administrative, Finance & By-Law Assistant Approval for 2022

Be it resolved that Council receive Staff Report HR2021-031 for information; and That Council receive the presentation as included in the report from the HR Coordinator; and That Council approve adding the Administrative, Finance & By-Law Assistant in the 2022 budget; and That Council approve changes to the Finance Assistant – Revenues job description; and That Council approve the changes to the Building & By-Law Administrative Assistant job description.

#### 9.7. Planner Clinton Stredwick

9.7.1.	PL2021-093 - ZBA C24-21 Flato East Redline	417 - 452

**Be it resolved that** Council receive Staff Report PL2021-093 for information; and **That** Council consider approval of By-law 2021-176.

#### **9.7.2.** By-law 2021-176 Flato East Redline Revision 453 - 454

**Be it resolved that** by-law number 2021-176 being a by-law to amend Zoning By-law 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.

#### 9.7.3. PL2021-102 - SP23-21 Elvin Martin

455 - 456

**Be it resolved that** Council receive Staff Report PL2021-1026 for information; and **That** Council consider approval of By-law 2021-177 authorizing the entering into a Site Plan Amending Agreement.

#### 9.7.4. By-law 2021-177 SP23-21 Elvin and Rhoda Martin

**Be it resolved that** by-law number 2021-177 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 be entered into the by-law book.

#### 10. By-laws and Motions

### 10.1.By-law 2021-174 Appoint Alternate Emergency Information466Officer

**Be it resolved that** by-law number 2021-174 being a by-law to appoint an alternate Emergency Information Officer (EIO) 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.

#### 10.2. By-law 2021-179 - Road Widening - Pt Lot 28, Concession 10, 467 - 468 Geographic Township of Proton

**Be it resolved that** by-law number 2021-179 being a by-law to establish a highway in the former Township of Proton 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 December 1, 2021 (save and except items \_\_\_\_\_) and direct staff to proceed with all necessary administrative actions.

#### 12.1.1. PW2021-056 Department Report

469 - 470

#### 12.2. Correspondence (for information)

**Be it resolved that** Council receive the items on the Correspondence consent agenda dated December 1, 2021 (save and except items \_\_\_\_\_) as information.

12.2.1.	SVCA - October 21, 2021 Meeting Minutes - received	471 - 477
	Nov 18, 2021	

**12.2.2.** SVCA - 2022 Draft Budget - received November 18, 478 - 501 2021

#### 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 December 1, 2021 (save and except items \_\_\_\_\_) as information.

- 12.3.1.City of Kitchener Liquor License Sales and Patio502 503Extensions received November 15, 2021
- 12.3.2.Municipality of Chatham Kent Vaccine Passport504 505Program received November 15, 2021
- 12.3.3.Municipality of Chatham Kent Homelessness Task506Force received November 15, 2021
- 12.3.4. Municipality of Chatham Kent Renovictions received 507 508 November 15, 2021
- 12.3.5. Township of Alnwick Haldimand- Endorse Teen Driver 509 510 Safety Week - received November 15, 2021
- 12.3.6.Township of Amaranth Bridge and Culvert511 513Replacements received November 23, 2021
- **12.3.7.** Village of Thornloe MPAC assessment received 514 November 23, 2021
- 12.3.8.Township of Chatsworth Grey Gables Long Term Care515128 Bed Redevelopment received November 24,<br/>2021
- **12.3.9.** Township of Wainfleet Infrastructure Funding 516 518 received November 24, 2021

- 12.3.10. Regional Municipality of Durham Bus Stop Dead End 519 529 Roads - received November 24, 2021
- 12.3.11.Northumberland County Federal and Provincial530 533Funding of Rural Infrastructure Projects received<br/>November 24, 2021November 24, 2021
- 12.4. Closed Session (for information)

None

13. County Report

https://www.grey.ca/council

- 14. Members Privilege Good News & Celebrations
- 15. Closed Meeting

**Be it resolved that** Council proceed into closed session at [TIME] in order to address matters relating to Advice that is subject to Solicitor-Client Privilege (Subject: Legal update regarding Building without a Permit files - verbal update), Litigation or Potential Litigation (Subject: Update on Outstanding Insurance Legal Claims - verbal update); and

**That** Chief Building Official Bev Fisher, Treasurer William Gott, Clerk Lindsey Green and CAO Dave Milliner remain in attendance.

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

- 15.1. Advice that is Subject to Solicitor-Client Privilege (Subject: Legal update regarding Building without a Permit files - verbal update)
- 15.2. Litigation or Potential Litigation (Subject: Update on Outstanding Insurance Legal Claims - verbal update)

#### 16. Confirming By-law

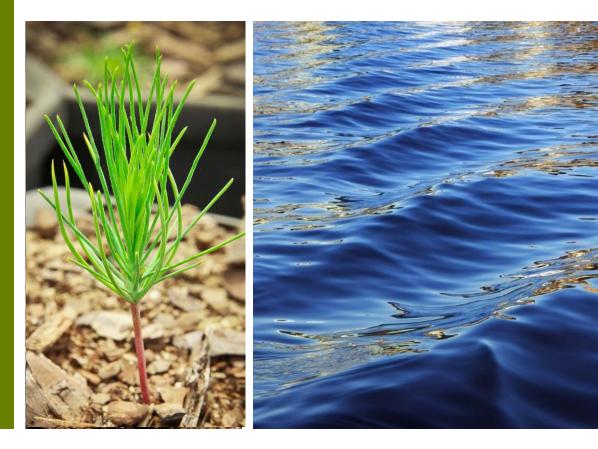
**Be it resolved that** by-law number 2021-178 being a by-law to confirm the proceedings of the Council of the Corporation of the Township of Southgate at its regular meeting held on December 1<sup>st</sup>, 2021 be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

534

#### 17. Adjournment

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





Saugeen Valley Conservation Authority

# Budget 2022

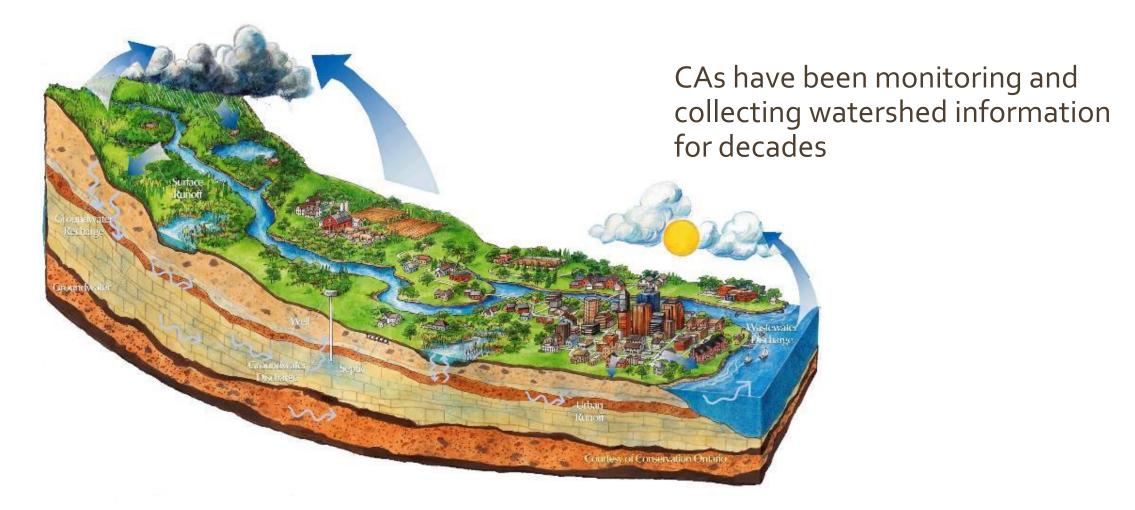
Jennifer Stephens General Manager / Secretary-Treasurer

November 2021



# The genesis of Conservation Authorities The *Conservation Authorities Act*, 1946

### Watershed Based Decision Making



## Flood Forecasting and Warning





Provide timely and appropriate flood forecasting and warning for watershed residents, municipalities, and the media.

# **Environmental Planning and Regulations**





Section 28: *Conservation Authorities Act* Regulation 169/06: Development, Interference with Wetlands and Alterations to Shorelines and Watercourses

# Water Quality



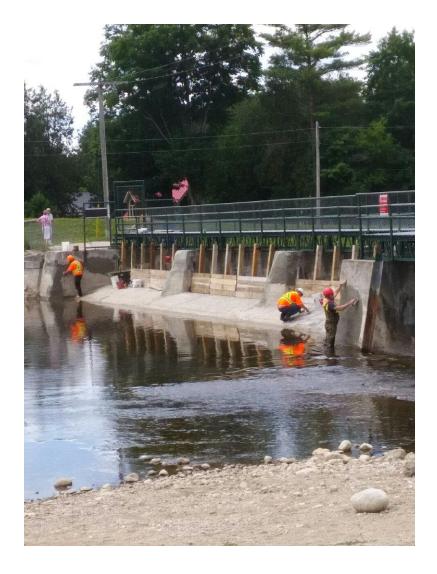
Collect and interpret knowledge about groundwater, surface water, and aquatic ecology of SVCA's watershed



### Water Management



Maintenance related to the SVCA Flood and Erosion Control Projects



# **Stewardship Activities**





Community support for implementation of projects to conserve and improve natural resources



# **Conservation Education**

Assist watershed residents in acquiring the knowledge, skills and commitment to make informed decisions and constructive actions concerning the wise use of our natural resources.





# Forestry



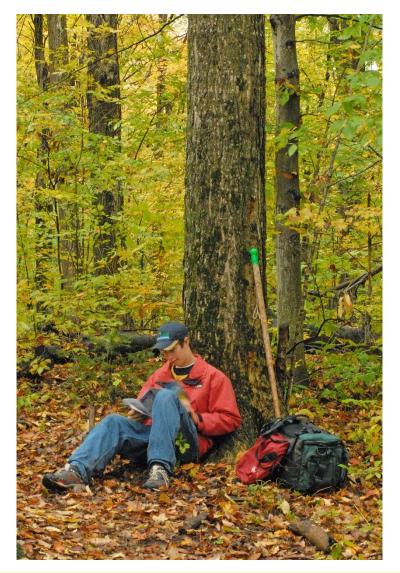
Maintenance or improvement projects related to Authority and private forested properties.

### Non-Revenue Parks and Property Management



Maintenance of all Authority non-revenue parks.

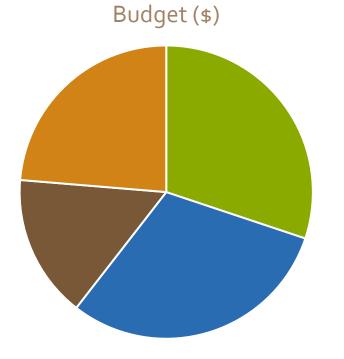
Planning and design of maintenance or improvement projects related to Authority properties.



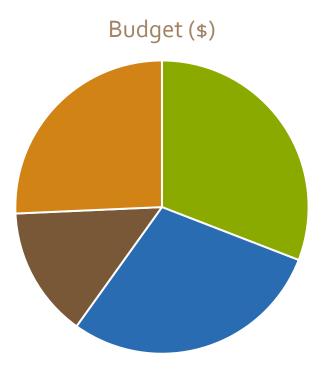
### 2022 Budget – At a Glance – Operations (General Levy)

2022 Budget - \$3,435,625

2021 Budget – \$3,051,325



■ EPR ■ Corporate ■ Water Resources ■ Forestry and Lands



■ EPR ■ Corporate ■ Water Resources ■ Forestry and Lands



### Conservation Authority Act Regulations – Phase 1

- *i) Mandatory Programs and Services Regulation* (O.Reg. 686/21)
- *ii) Transition Plan and Agreements Regulation* (O.Reg. 687/21)
- *iii)* Rules of Conduct in Conservation Areas Regulation (O.Reg. 688/21)

# **Transition Plan and Agreement Regulation**

Prescribed Dates	Key Deliverables
December 31, 2021	Transition Plan
February 28, 2022	Inventory of Programs & Services
July 1, 2022 to October 1, 2023	Quarterly Progress Reports: status of inventory & agreement negotiations
October 1, 2023	Requests for Extension
January 1, 2024	Transition Date: All required MOUs/Agreements to be completed
January 31, 2024	Final Report: final inventory & stmt of compliance re: agreements





Apps



#### E Reading lis

Saugeen Conservation

COVID-19: enhance...

Outdoors and Recreation Permits and Planning Forestry and Landowner Services Water Management and Protection

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# Welcome to Saugeen Valley Conservation







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COVID-19 Information

Applying for a Permit

**Flood Messages** 

**Education Program** 

Camping

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> Water Well Improvement Program

# **#ConservationMatters**





# **Draft Climate Change Action Plan**

Southgate Council December 1, 2021

# Climate change is here, now.









# "Code Red for humanity"



# **Vision Statement**

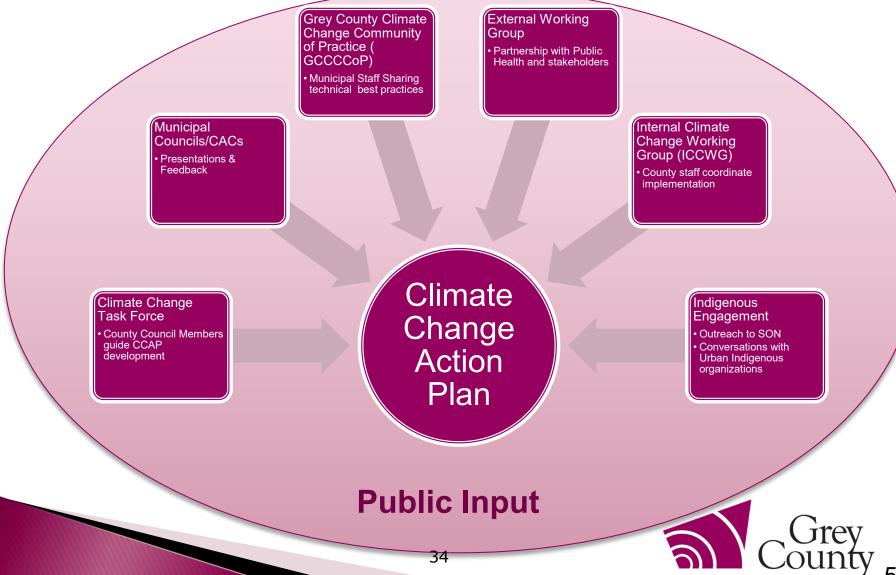
The County of Grey is a clear and visible climate leader; taking actions to address climate change throughout municipal operations and in the community. By embracing energy conservation, innovative solutions, promoting awareness, and working with residents and businesses, the County is creating a more prosperous, sustainable, and healthier future in Grey that is equitable, accessible, and inclusive of urban and rural lifestyles.



# What's happened so far?



# **Engagement Process**



# **Two Types of GHG Inventories**

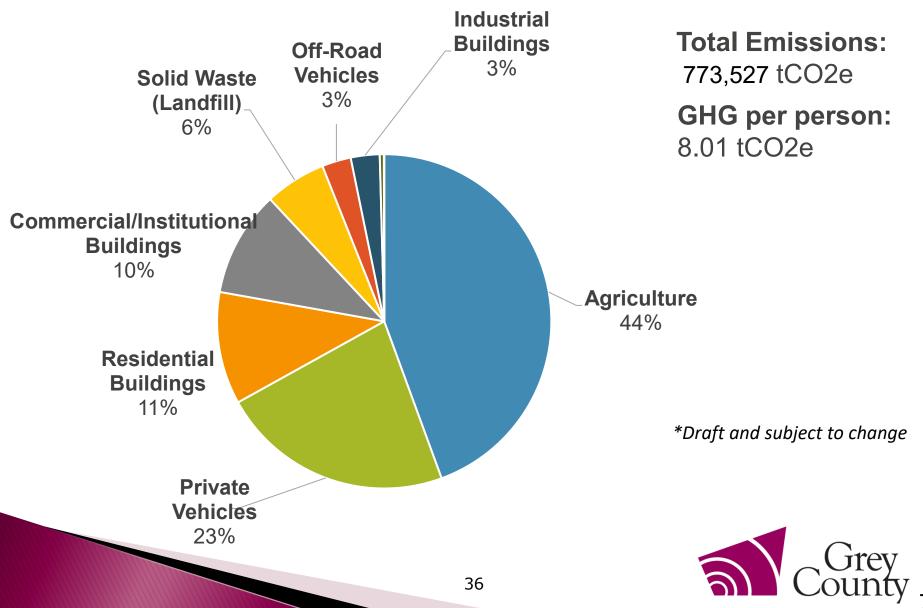
- A community inventory captures the GHG emissions produced from key sectors and activities within the community as a whole
- A corporate inventory captures the GHG emissions associated with a local government's operations and services



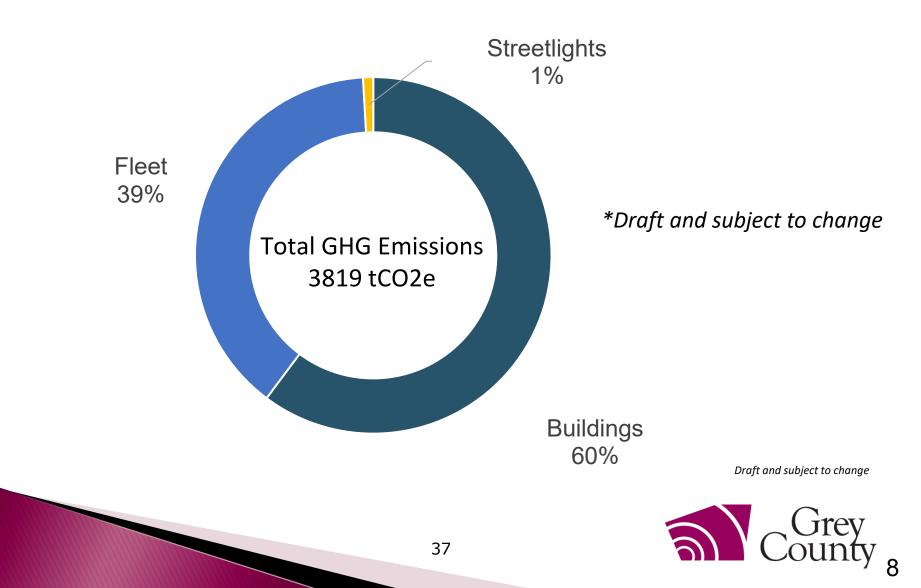


# **Community GHG Emissions**

2018 Baseline



# County Corporate GHG Emissions 2018 Baseline



# What are others doing?

Municipality	Corporate	Community
Grey County	20% below 2018 by 2030	15% below 2018 by 2030
(draft)	60% below 2018 by 2050	50% below 2018 by 2050
Dufferin County	Plan under development	10% below 2016 by 2030
		40% below 2016 by 2040
		Net-Zero by 2050
Wellington	10% below 2017 by 2030	6% below 2017 by 2030
County	80% below 2017 by 2050	80% below 2017 by 2050
	Ultimately Net-Zero	Ultimately Net-Zero
Blue Mountains		6% below 2005 by 2016
		30% below 2005 by 2025
		80% below 2005 by 2050
Oxford County	69% below 2015 by 2050	47% below 2016 by 2050
		(100% renewable by 2050)
Federal Target: 40-45% below 2005 by 2030, and net-zero by 2050		

**IPCC Target**: 45% below 2010 by 2030, and 90% below 2010 by 2050.



# Climate Change Action Plan – Community Strategies

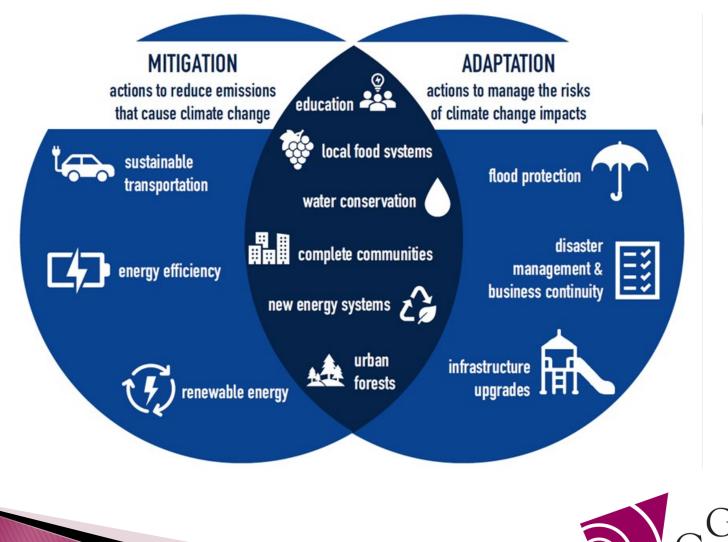


# Climate Change Action Plan – Corporate Strategies





# Strategy #21: Create an Adaptation Plan



# **Deliver Benefits to the Community**



# **Centre Indigenous Knowledge**

"Inherently built upon and grounded in generations of place-based observations and experiences, Indigenous knowledge systems are central to a thorough understanding of how people perceive, understand, mitigate, and adapt to climate change. During the implementation phase of this plan, Grey County will seek to build a trusted partnership with the Indigenous communities and organizations located within the County to ensure their feedback and knowledge is integrated into the Plan, and to garner their support in implementing a number of the strategies within with CCAP. Building on this partnership ensures that we can better consider and integrate Indigenous perspectives, cultural values, and knowledge into the planning and implementation of climate change mitigation activities into the long-term."



# Timelines

# December

"What We Heard" Summary Report
Update draft CCAP

# November

- •Public and Stakeholder meetings
- •Update growth projections
- •Explore NZ levels of ambition
- External working group

# October

- •GC Internal Working Group
- •GC CC CoP
- •Public Meetings
- •Public & Stakeholder meetings
- Grey County 15

# Thank you!

Linda Swanston Manager, Climate Change Initiatives Linda.Swanston@grey.ca





# Township of Southgate

# **Minutes of Council Meeting**

November 17, 2021 7:00 PM Electronic Participation

Members Present:	Mayor John Woodbury	
	Deputy Mayor Brian Milne (arrived at 7:42 PM)	
	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 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 <u>YouTube Channel</u> following the meeting.

# 2. Call to Order

Mayor Woodbury called the meeting to order at 7:00 PM.

## 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

Jaykob Thompson, Chair of the Youth Action Committee spoke to Council regarding the 2022 budget for the Youth Action Committee. He added that members of the Committee will be delegating to Council at the December 15, 2021, Council meeting.

## 5. Confirmation of Agenda

No. 2021-653

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

**Be it resolved that** Council confirm the agenda as amended and further amend the agenda to move Planner Clinton Stredwick's staff reports forward in the agenda order to follow the CAO's staff reports.

#### Carried

# 6. Declaration of Pecuniary Interest

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

#### 7. Delegations & Presentations

# 7.1 Team Town Hall Presentation - Samantha Parent and Jessica Walker

No. 2021-654

**Moved By** Councillor Shipston **Seconded By** Councillor Sherson **Be it resolved that** Council receive Team Town Hall's presentation as information.

# Carried

Deputy Mayor Milne arrived at the meeting at 7:42 PM.

# 8. Adoption of Minutes

No. 2021-655

Moved By Councillor Frew Seconded By Councillor Dobreen

**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.

Carried

# 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

No. 2021-656

Moved By Councillor Dobreen Seconded By Councillor Sherson

**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 17<sup>th</sup>, 2021 meeting to support the development of draft agreements with the parties.

# 9.1.2 CAO2021-076 Melancthon Boundary Adjustments Discussions Report

No. 2021-657

Moved By Deputy Mayor Milne Seconded By Councillor Frew

**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.

#### Carried

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

No. 2021-658

Moved By Councillor Shipston Seconded By Councillor Dobreen

**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.

#### Carried

#### 9.2 Planner Clinton Stredwick

## 9.2.1 PL2021-094 - ZBA C17-21 Southgrey Enterprises Inc.

No. 2021-659

Moved By Councillor Dobreen Seconded By Councillor Shipston

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

Carried

# 9.2.2 By-law 2021-166 - ZBA C17-21 Southgrey Enterprises Inc.

Councillor Shipston left the meeting at 8:36 PM. Mayor Woodbury requested a recorded vote on the main motion.

No. 2021-660

Moved By Councillor Sherson Seconded By Councillor Frew

**Be it resolved that** by-law number 2021-166 being a bylaw to amend Zoning By-law No. 19-2002, entitled the "Township of Southgate Zoning By-law" be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book. Yay (6): Mayor Woodbury, Deputy Mayor Milne, Councillor Dobreen, Councillor Sherson, Councillor Rice, and Councillor Frew

Absent (1): Councillor Shipston

Carried (6 to 0)

Councillor Shipston arrived at 8:37 PM.

#### 9.2.3 PL2021-092 - SP19-21 Southgrey Enterprises Inc.

No. 2021-661

Moved By Councillor Dobreen Seconded By Councillor Shipston

**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.

#### Carried

# 9.2.4 By-law 2021-164 - SP19-21 Southgrey Enterprises Inc.

Mayor Woodbury requested a recorded vote on the main motion.

No. 2021-662

Moved By Councillor Frew Seconded By Deputy Mayor Milne

**Be it resolved that** by-law number 2021-164 being a bylaw 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

#### 9.2.5 PL2021-096 - ZBA C25-21 Pennings

No. 2021-663

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

**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.

# Carried

# 9.2.6 By-law 2021-168 - ZBA C25-21 Pennings

Mayor Woodbury requested a recorded vote on the main motion.

No. 2021-664

Moved By Councillor Rice Seconded By Councillor Frew

**Be it resolved that** by-law number 2021-168 being a bylaw to amend Zoning By-law No. 19-2002, entitled the "Township of Southgate Zoning By-law" be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

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

# Carried (7 to 0)

# 9.2.7 PL2021-097- OPA#31 Flato Glenelg Phase 2

No. 2021-665

Moved By Councillor Sherson Seconded By Councillor Dobreen

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

Carried

# 9.2.8 By-law 2021-169 - Flato Glenelg Phase 2 - OPA No 31

Mayor Woodbury requested a recorded vote on the main motion.

No. 2021-666

Moved By Councillor Frew Seconded By Councillor Shipston

**Be it resolved that** by-law number 2021-169 being a bylaw 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.

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

# Carried (7 to 0)

Councillor Dobreen moved the following motion.

Mayor Woodbury requested a recorded vote on the main motion.

No. 2021-667

Moved By Councillor Dobreen Seconded By Councillor Shipston

**Be it resolved that** pursuant to section 24.12 of the Procedural By-law Council amend something previously adopted and amend By-law 2021-166 – ZBA C17-21 – Southgrey Enterprises Inc. to change the legal description in the by-law text to reference Lot 37 only.

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 9:09 PM and returned at 9:15 PM.

#### 9.3 Facilities Manager Kevin Green

## 9.3.1 HS2021-001-Policy 33A Annual Review and Policy Statement

No. 2021-668

Moved By Councillor Frew Seconded By Councillor Rice

**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.

#### Carried

#### 9.4 Treasurer William Gott

# 9.4.1 FIN2021-035 Annual Indexing of Development Charges

No. 2021-669

**Moved By** Councillor Shipston **Seconded By** Councillor Dobreen **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.

#### Carried

#### 9.5 Clerk Lindsey Green

# 9.5.1 CL2021-031-2022 Committee of Adjustment Appointments

No. 2021-670

**Moved By** Councillor Dobreen **Seconded By** Councillor Shipston

**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.

#### Carried

# 9.5.2 By-law 2021-159 - Committee of Adjustment Member Appointments 2022

Mayor Woodbury requested a recorded vote on the main motion.

No. 2021-671

Moved By Councillor Sherson Seconded By Councillor Dobreen

**Be it resolved that** by-law number 2021-159 being a Bylaw 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.

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

Carried (7 to 0)

# 9.5.3 CL2021-032 – 2022 Council Conference Attendance Approval

No. 2021-672

**Moved By** Councillor Shipston **Seconded By** Councillor Rice

**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:

- Rural Ontario Municipalities Conference (ROMA virtual) (January 24<sup>th</sup> and 25<sup>th</sup>) (Members: Councillor Shipston);
- Ontario Good Roads Conference (OGRA) (February 27<sup>th</sup> Mar 2<sup>nd</sup>) (Members: Councillor Sherson);
- Police Services Board Annual Conference (OAPSB) (Date Unknown) (Members: Councillor Frew, Mayor Woodbury)
- Ontario Association of Committees of Adjustment (OACA) (June 5<sup>th</sup> – 8<sup>th</sup>) (Members: Councillor Shipston, Councillor Dobreen, Councillor Frew);
- Federation of Canadian Municipalities Annual Conference (FCM) (June 2<sup>nd</sup> – 5<sup>th</sup>) (Members: Deputy Mayor Milne);
- Association of Municipalities of Ontario Annual Conference (AMO) (August 14<sup>th</sup> – 17<sup>th</sup>) (Members: None);

 Ontario Small Urban Municipalities Conference (OSUM) (May 4th - 6th) (Members: Mayor Woodbury, Deputy Mayor Milne); and

**That** the Clerk's Office book associated conference registrations.

Carried

# 9.5.4 CL2021-033 - Voter List Management Services Agreement

No. 2021-673

Moved By Councillor Dobreen Seconded By Councillor Frew

**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.

Carried

# 9.5.5 By-law 2021-171 - Voters List Management Services (Datafix) Agreement Approval

Mayor Woodbury requested a recorded vote on the main motion.

No. 2021-674

Moved By Deputy Mayor Milne Seconded By Councillor Rice

**Be it resolved that** by-law number 2021-171 being a bylaw 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 Yay (7): Mayor Woodbury, Deputy Mayor Milne, Councillor Dobreen, Councillor Sherson, Councillor Rice, Councillor Frew, and Councillor Shipston

## Carried (7 to 0)

Councillor Shipston moved the following motion.

No. 2021-675

**Moved By** Councillor Shipston **Seconded By** Councillor Rice

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

Carried

## 9.6 HR Coordinator Kayla Best

# 9.6.1 HR2021-030 – Administrative, Finance & By-Law Assistant

No. 2021-676

Moved By Councillor Frew Seconded By Councillor Sherson

**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.

#### Carried

#### **10.** By-laws and Motions

#### 10.1 By-law 2021-172 - Road Widening - B5-21 - Gordon Trask

Mayor Woodbury requested a recorded vote on the main motion.

No. 2021-677

Moved By Councillor Dobreen Seconded By Deputy Mayor Milne

**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.

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. 2021-678

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

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

#### Carried

#### 12.1.1 FIN2021-036 Financial Report – October 2021

#### 12.1.2 PW2021-055 Department Report

14

59

12.1.3 Librarian CEO Report 2021-10-28

# 12.1.4 Building, By-law and Canine Reports October 2021

#### 12.1.5 October 2021 Cheque Register

#### 12.2 Correspondence (for information)

No. 2021-679

Moved By Councillor Rice Seconded By Councillor Dobreen

**Be it resolved that** Council receive the items on the Correspondence consent agenda dated November 17, 2021, as information.

Carried

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

#### 12.3 Resolutions of Other Municipalities (for information)

No. 2021-680

Moved By Councillor Frew Seconded By Councillor Shipston

**Be it resolved that** Council receive the items on the Resolutions of other Municipalities consent agenda dated November 17, 2021 (save and except items 12.3.4) as information.

Carried

- 12.3.1 City of Kitchener Renovictions received November 1, 2021
- 12.3.2 City of Kitchener Vaccine Passport Program received November 1, 2021
- 12.3.3 Town of Bracebridge Renovictions received November 8, 2021

# 12.3.4 Municipality of Kincardine - SMART Holiday Hours - received November 9, 2021

Councillor Dobreen moved the following motion. Mayor Woodbury requested a recorded vote on the main motion.

No. 2021-681

Moved By Councillor Dobreen Seconded By Councillor Shipston

**Be it resolved that** Council receive the Municipality of Kincardine's SMART Holiday Hours resolution as information; and

**That** the Township of Southgate request that the SMART board consider discussing Holiday hours over the Christmas Day and Boxing Day holidays at their next Board meeting.

Yay (4): Deputy Mayor Milne, Councillor Dobreen, Councillor Sherson, and Councillor Shipston

Nay (3): Mayor Woodbury, Councillor Rice, and Councillor Frew

Carried (4 to 3)

# 12.3.5 Municipality of Mattice-Valcote - Property Assessment - received November 10, 2021

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

# 12.4 Closed Session (for information)

None.

# **13. County Report**

Mayor Woodbury reviewed highlights from the most recent County Council meeting that can be viewed <u>here</u>.

# 14. Members Privilege - Good News & Celebrations

CAO Milliner congratulated Southgate's Deputy Treasurer/Tax Collector John Kurian for becoming a member of the Ontario Municipal Tax Revenue Association's Board. He said that having a member of staff sitting on this Board will be a great opportunity to bring back knowledge and best practices to Southgate.

CAO Milliner added that there are multiple upcoming COVID-19 vaccination clinics being held in Dundalk at the Frank MacIntrye Building. Monday November 22 from 10-3 and Thursday December 2 from 12-6. Grey Bruce Public Health and Southgate's website will have full information on several future dates. Deputy Mayor Milne added that its now the time of the year for annual flu shots and that many local pharmacies are offering appointments/drop-ins for the flu shot.

Mayor Woodbury and Councillor Dobreen mentioned that sadly, two long standing members of the Southgate community passed away this week being Lyle Crockford of Dundalk and Royden Harrison of the Holstein area.

## 15. Closed Meeting

None.

## **16.** Confirming By-law

Mayor Woodbury requested a recorded vote on the main motion.

No. 2021-682

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

**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.

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. 2021-683

Moved By Deputy Mayor Milne

Be it resolved that Council adjourn the meeting at 10:16 PM.

Carried

Mayor John Woodbury

Clerk Lindsey Green



# **Township of Southgate**

# **Minutes of Special Council Meeting**

November 23, 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 (left at 11:28 AM)
- Staff Present: Dave Milliner, Chief Administrative Officer Lindsey Green, Clerk Jim Ellis, Public Works Manager William Gott, Treasurer Bev Fisher, Chief Building Official Lacy Russell, Librarian CEO Derek Malynyk, Fire Chief Terri Murphy, Economic Development Officer Clinton Stredwick, Planner Kayla Best, HR Coordinator Aakash Desai, Asset Coordinator John Kurian, Deputy Treasurer/Tax Collector Elisha Milne, Legislative Assistant Holly Malynyk, Customer Service and Support

# 1. Electronic Access Information

Council recordings will be available on the Township of Southgate <u>YouTube Channel</u> following the meeting.

# 2. Call to Order

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

# 3. Confirmation of Agenda

No. 2021-684

Moved By Councillor Sherson Seconded By Deputy Mayor Milne

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. 2021-685

Moved By Councillor Shipston Seconded By Councillor Dobreen

**Be it resolved that** Council proceed into Closed Session at 9:02 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 Update with Township Solicitor) and Third Party Information Supplied in Confidence Section 239(2)(i) (Subject: An Economic Development Project that the Proponent and Investor require to be Confidential until Property is Purchased and for other Competitive Business Reasons - Verbal Update); and

**That** Clerk Lindsey Green, Economic Development Officer Terri Murphy, CAO Dave Milliner and Sabatina Vassalli and Taylor Carson of Agro Zaffiro LLP remain in attendance.

#### Carried

Council recessed at 9:02 AM and returned at 9:07 AM.

Councillor Frew returned at 9:16 AM.

2

Sabatina Vassalli and Taylor Carson of Agro Zaffiro LLP left the Closed meeting at 10:01 AM.

Economic Development Officer Terri Murphy arrived to the Closed Meeting at 10:01 AM.

No. 2021-686

Moved By Deputy Mayor Milne Seconded By Councillor Sherson

Be it resolved that Council come out of Closed Session at 10:22 AM.

## Carried

Council recessed at 10:22 AM and returned at 10:35 AM.

Councillor Rice returned to the meeting at 10:36 AM.

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

No. 2021-687

Moved By Deputy Mayor Milne Seconded By Councillor Frew

Be it resolved that Council receive the verbal update regarding a recent court decision as information; and
That Council advises that the Township has not appealed the recent court decision; and
That Council direct staff to proceed as discussed in Closed

Session.

Carried

5.2 Third Party Information Supplied in Confidence Sec. 239(2)(i) (Subject: An Economic Development Project that the Proponent and Investor require to be Confidential until Property is Purchased and for other Competitive Business Reasons - Verbal Update) No. 2021-688

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

**Be it resolved that** Council receive the verbal update regarding an economic development investment project as information.

#### Carried

#### 6. Committee of the Whole

#### 6.1 Resolve into Committee of the Whole

No. 2021-689

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

**Be it resolved that** Council recess the Special Council meeting at 10:37 AM and move into the Committee of the Whole meeting to allow for fuller discussion regarding the 2022 Budget.

#### Carried

#### 6.2 Appointment of Chair

No. 2021-690

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

**Be it resolved that** the Committee appoint Mayor Woodbury as Chair of the Committee of the Whole meeting on November 23, 2021.

Carried

#### 7. Reports of Municipal Officers

#### 7.1 Treasurer William Gott

#### 7.1.1 FIN2021-037 2022 Budget

No. 2021-691

Moved By Councillor Dobreen Seconded By Councillor Shipston

**Be it resolved that** Committee of the Whole receive Staff Report FIN2021-037 2022 Budget as information; and **That** the Committee of the Whole recommend that Council received Staff Report FIN2021-037 2022 Budget as information.

Carried

Councillor Rice moved the following motion.

No. 2021-692

Moved By Councillor Rice Seconded By Councillor Dobreen

Be it resolved that Council proceed past noon.

#### Carried

Councillor Shipston left the meeting at 11:28 AM and did not return.

# 7.1.2 FIN2021-038 2022 Cost of Living Index

Moved By Councillor Dobreen Seconded By Councillor Rice

**Be it resolved that** the Committee of the Whole receive Staff Report FIN2021-038 2022 Cost of Living Index as information; and

**That** the Committee of the Whole recommend that Council approve the application of a cost of living index of \_\_\_\_\_%, effective January 1, 2022 to affected agreement fees and reimbursements, and effective January 8, 2022 to the Wage/Salary Grid; and

**That** the Committee of the Whole recommend that Council approve the 2022 Wage Grid Option \_\_\_\_\_ as presented in Attachment 1.

Council recessed at 12:13 PM due to technical difficulties and returned at 12:17 PM.

Deputy Mayor Milne moved the following amendment to the main motion.

Mayor Woodbury requested a recorded vote on the amendment to the main motion.

#### Amendment:

No. 2021-693

Moved By Deputy Mayor Milne Seconded By Councillor Frew

**Be it resolved that** Council amend the second clause of the motion to state that the Committee of the Whole recommend that Council approve the application of a cost of living of 3%.

Yay (3): Mayor Woodbury, Deputy Mayor Milne, and Councillor Frew

Nay (3): Councillor Dobreen, Councillor Sherson, and Councillor Rice

Absent (1): Councillor Shipston

#### Failed (3 to 3)

Councillor Rice moved the following amendment to the main motion.

Mayor Woodbury requested a recorded vote on the amendment to the main motion.

#### Amendment:

No. 2021-694

Moved By Councillor Rice Seconded By Councillor Sherson

**Be it resolved that** Council amend the second clause of the motion to state that the Committee of the Whole recommend that Council approve the application of a cost of living of 2%.

Yay (2): Councillor Sherson, and Councillor Rice

Nay (4): Mayor Woodbury, Deputy Mayor Milne, Councillor Dobreen, and Councillor Frew

Absent (1): Councillor Shipston

Failed (2 to 4)

Deputy Mayor Milne moved the following amendment to the main motion.

**Amendment**: No. 2021-695

Moved By Deputy Mayor Milne Seconded By Councillor Dobreen

**Be it resolved that** the Committee of the Whole amend the motion to recommend that Council defer the approval of the 2022 cost of living index to a future Council meeting.

Carried

#### Motion as Amended:

No. 2021-696

Moved By Councillor Dobreen Seconded By Councillor Rice

**Be it resolved that the** Committee of the Whole receive Staff Report FIN2021-038 2022 Cost of Living Index as information; and

**That** the Committee of the Whole recommend that Council defer the approval of the 2022 cost of living index to a future Council meeting.

#### Carried

# 8. Resolve back to Council

No. 2021-697

Moved By Councillor Frew Seconded By Councillor Sherson

**Be it resolved that** the Committee resolve back to the Special Council meeting at 12:26 PM.

Carried

# 9. Motions Resulting from Committee of the Whole

#### 9.1 Staff Report FIN2021-037 2022 Budget

No. 2021-698

Moved By Councillor Dobreen Seconded By Councillor Rice

**Be it resolved that** Council receive Staff Report FIN2021-037 2022 Budget for information.

# Carried

#### 9.2 Staff Report FIN2021-038 Cost of Living Index

No. 2021-699

Moved By Councillor Frew Seconded By Councillor Rice

**Be it resolved that** the Council receive Staff Report FIN2021-038 2022 Cost of Living Index as information; and **That** Council defer the approval of the 2022 cost of living index to a future Council meeting.

#### Carried

#### **10.** Confirming By-law

Mayor Woodbury requested a recorded vote on the main motion.

No. 2021-700

Moved By Deputy Mayor Milne Seconded By Councillor Dobreen **Be it resolved that** by-law number 2021-173 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 23, 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 (6): Mayor Woodbury, Deputy Mayor Milne, Councillor Dobreen, Councillor Sherson, Councillor Rice, and Councillor Frew

Absent (1): Councillor Shipston

Carried (6 to 0)

# 11. Adjournment

No. 2021-701

Moved By Deputy Mayor Milne

Be it resolved that Council adjourn the meeting at 12:30 PM.

Carried

Mayor John Woodbury

Clerk Lindsey Green

**Township of Southgate** Administration Office

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



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

## Staff Report FIRE2021-012

Title of Report:FIRE2021-012- Volunteer Fire Fighter AppointmentDepartment:FireCouncil Date:December 1, 2021

## **Recommendation:**

**Be it resolved that** Council receive Staff Report FIRE2021-012 for information; and **That** Council approve the hiring of Georgia-Anne Reidl, Trevor Hald, Kyle Babcock, Stephen Zezelic, William Conley, Zachary Hull and Justin Pate as members with the Dundalk Fire Department.

## **Background:**

In September of 2021 the Dundalk Fire Department advertised for the hiring of Volunteer Firefighters via social media, the Dundalk Herald and the Dundalk Fire Department sign located on Highway 10. Twenty one applications were received. Interviews were conducted by the Fire Chief, Human Resource Coordinator and Fire Officers. Seven individuals were selected to move on to the physical fitness testing. All candidates were successful with the physical fitness testing and employment offers were sent out to the individuals by the Human Resource Coordinator.

## **Staff Comments:**

The new Auxillary Firefighters will start on January 4<sup>th</sup> 2022. They will complete a four month in-house training program before responding to emergency calls. This hire will bring the complement of staff of the Dundalk Fire Department up to thirty four volunteers and two full time staff.

## **Financial Implications:**

The financial impact of hiring the new members will be wages out of the 2022 budget.

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

This report has been written and presented to Council to communicate accurate information to the public. Southgate Goal #1-A – Trusted, Timely, Transparent, Decision Making.

## **Concluding Comments:**

Respectfully Submitted,

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

Dave Milliner, CAO

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Township of Southgate

Administration Office 185667 Grey Road 9, RR 1 Dundalk, ON NOC 1B0



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

## Staff Report CBO2021-007

Title of Report:CBO2021-007 Soils Permit Request - By-law 2017-049Department:BuildingBranch:By-law EnforcementCouncil Date:December 1, 2021

## **Recommendation:**

**Be it resolved that** Council receive Staff Report CBO2021-007 for information; and

**That** Council approve the proposed Soils Permit as per By-law 2017-049 request received from 2570970 Ontario Inc.

## Background:

Municipal Act, 2001 s. 142 c 25 authorizes council:

"authorizes local municipalities to pass bylaws prohibiting or regulating the placeing or dumping of fill, the removal of topsoil, and the alteration of the grade of land:."

## Staff Comments:

Staff is recommending a Soils permit be granted to 2570970 Ontario Inc. for the site located at 159 Bradley St., Dundalk ON, for the placement of soil to raise the grade within the limits as shown on White Rose Phase 3 document. 2570970 Ontario Inc. has committed to provide before the project starts; general liability insurance and bonding to the Township upon permit approval.

## **Financial Implications:**

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

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

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

## **Concluding Comments:**

That Council receive Staff Report CBO2021-007 for information and that Council approve the proposed Soils Permit as per By-law 2017-049 request received from 2570970 Ontario Inc.

Respectfully Submitted,

## Dept. Head: Original Signed By

Bev Fisher, Chief Building Official

## CAO Approval: Original Signed By

Dave Milliner, CAO

## Attachment(s):

- **1.** Application for Fill Permtting or Site Alteration.
- 2. Certificate of Insurance.
- **3.** Engineers approved site plan.
- 4. Engineers commitment and protocol.
- **5.** PML excess soil management report.

## Township of Southgate By-law 2017-049

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## Schedule "A"

## Application for Fill Permitting or Site Alteration

	Residential - new	Commercial/Industrial – New
Work Proposed	Residential – addition	Commercial/Industrial – Addition
	Filling/excavation	Subdivision/Multi Residential
	Landscaping	Demolition
	• Other	Variance or Exception Request
	Name of Company: 257	0970 Chriseio he
Property Owner	Mailing address: 138 kg	ALE CRES. MARE CUT LOA319
		@ WHITE ROSEPARK. COM
	Contact Person: VICTOR	Deliand Phone: 216-991-1037
	Name of Company:	
Applicant (if not owner)	Mailing address:	
(	E-mail address:	func
	Contact Person:	Phone:
1	Site name: PH3 WH	LITE ROSE PALL
Project Location	Construction address: 159	
	Lot/block #: COUL SWTS	
Project Scheduling	Anticipated Construction Start Da	te: OCTUBOR 18 2021
	Construction Period (weeks):	4
	1.15	
Site Contractor	Name of Contractor: WHI	
		THE CRES
	Contact person: VI GON	DE PACINA Phone: 416-991-1037
Material Source	Name of Contractor:	MACCULIUM
Location (if applicable)	Source location address: AS	
	Contact person: MALL W	14 Reintax Phone: 519-239-724
		PA PROBE
	ASPE	R Affaved
	R	ALKONSH PATEL



905-796-2650

## **Township of Southgate**

## Application for Fill Permitting or Site Alteration con't.

1.	Does the subject property reside next to public owned lands?	Yes	□ No
2.	Have you checked for utility locations in the area of work?	Yes	D NO
3.	How would you like to receive the permit?	🛛 Mail	Pick-up
4.	Have you enquired whether the work proposed requires site plan approval?	Yes	□ No
5.	Are there trees located on/adjacent to municipal roadway or private lands?	Yes	□ No
б.	Will the proposed construction activity impact any abutting lands either public or private? If yes, please include details in writing with this application.	□ Yes	No
7.	Is this application to support a building/demolition permit? (Note: This permit is for related grading only. A building permit is required for the actual demolition).	Yes	no No
8.	Are the subject lands being developed for 'more sensitive' use as defined under the new sections of the environmental protection act? If 'yes' a record of the site condition (RSC) is required to support this application.	- Yes	No

- A Site Plan certified by a professional engineer;
   A Site Plan certified by a professional engineer;
   A Site Maintenance, Operations & Sediment Control Plan certified by a professional engineer;
   A Soil Testing, Site/Soil Management and Reporting Protocol Plan certified by a professional engineer;
   Documentation demonstrating consultation or approval with other authorities and agencies;
   Haul route and roadway inspection plan for Southgate approval;
   A letter and proof of liability insurance on the property provided from the property owner releasing and indemnifying the Township of Southgate
   The application and deposit fees;
   Certificate of general liability insurance naming the Township of Southgate; and
   Bonding or irrevocable letter of credit (based on engineer estimates).

## Declaration and Application Approval

I hereby agree to comply with the accept the Terms and Conditions of this By-law 2017-049 "Schedule C:" and grant the Township of Southgate permission to enter the subject lands to inspect the proposed work for which this permit applies to. 6

Owners Signature:		Date: CLICKER (3 202)
	Office Use Only	
	ount: \$ 10,000	Receipt #:
Permit Fee: \$	000. **	Receipt #:

Personal information on this form is collected and used for the purpose collected under the authority of Municipal Act, 2001 as amended. Questions about the collection of personal information should be directed to the Clerk's Department at 519-923-2110 extension 230.

## 2570970 ONTARIO INC. (TOWNSHIP OF SOUTHGATE)

CONSTRUCTION OF

## WHITE ROSE PARK **SUBDIVISION PHASE 3**

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subdivision phase

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CONSTRUCTION

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A4166

PROJECT No. A4165

ISSUED FOR APPROVALS ISSUED FOR TENDER RE-ISSUED FOR APPROVALS ISSUED FOR CONSTRUCTION AS RECORDED

KEY PLAN COVERSHEET EROSION, SEDIMENT CONTROL PLAN GENERAL SERVICING PLAN - LOT GRADING PLAN STREET A PLAN AND PROFILE, FROM STA 0+000 TO 0+195 STREET C PLAN AND PROFILE, FROM STA 0+195 TO 0+335 STREET D PLAN AND PROFILE, FROM STA 0+335 TO CUL DE SAC STREET B PLAN AND PROFILE, FROM STA 0+320 TO 0+500 STORM SEWER DRAINAGE PLAN SANITARY SEWER DRAINAGE PLAN STORM WATER MANAGEMENT FACILITY PLAN STORM WATER MANAGEMENT FACILITY PROFILE, SECTION AND DETAILS NOTES AND DETAILS COMPOSITE UTILITY PLAN

LIST OF DRAWINGS

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02

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09 -----

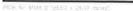
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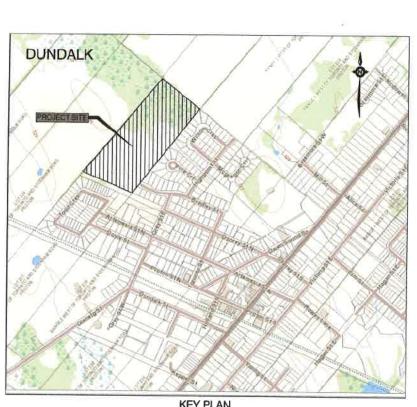
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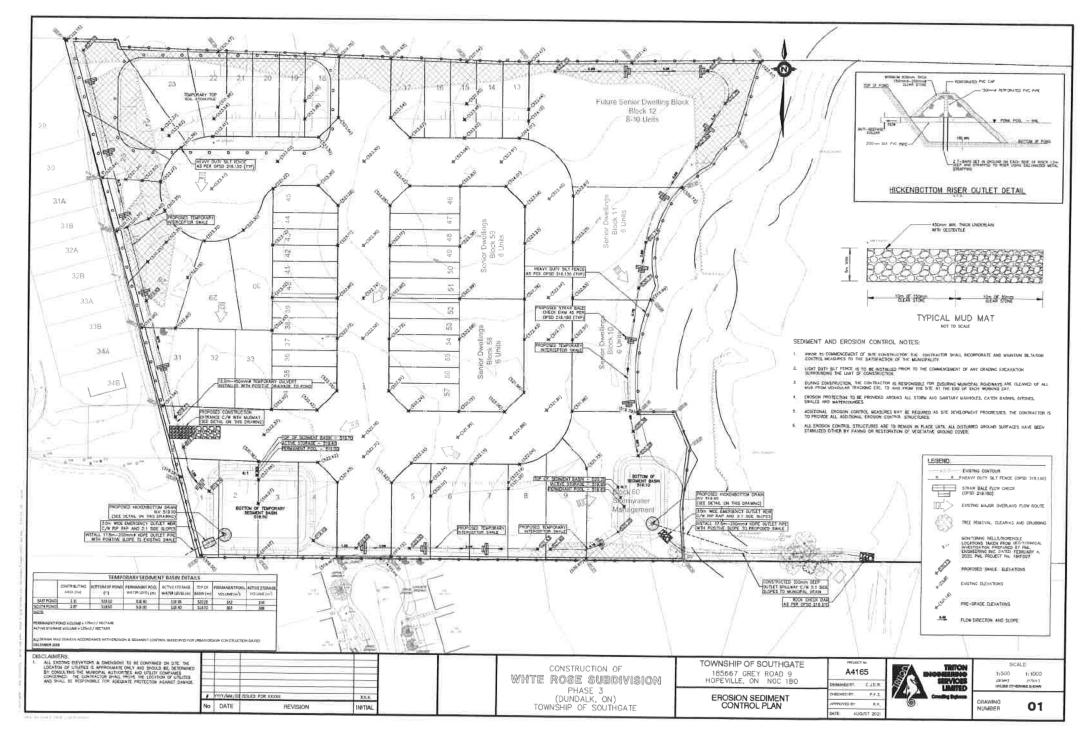
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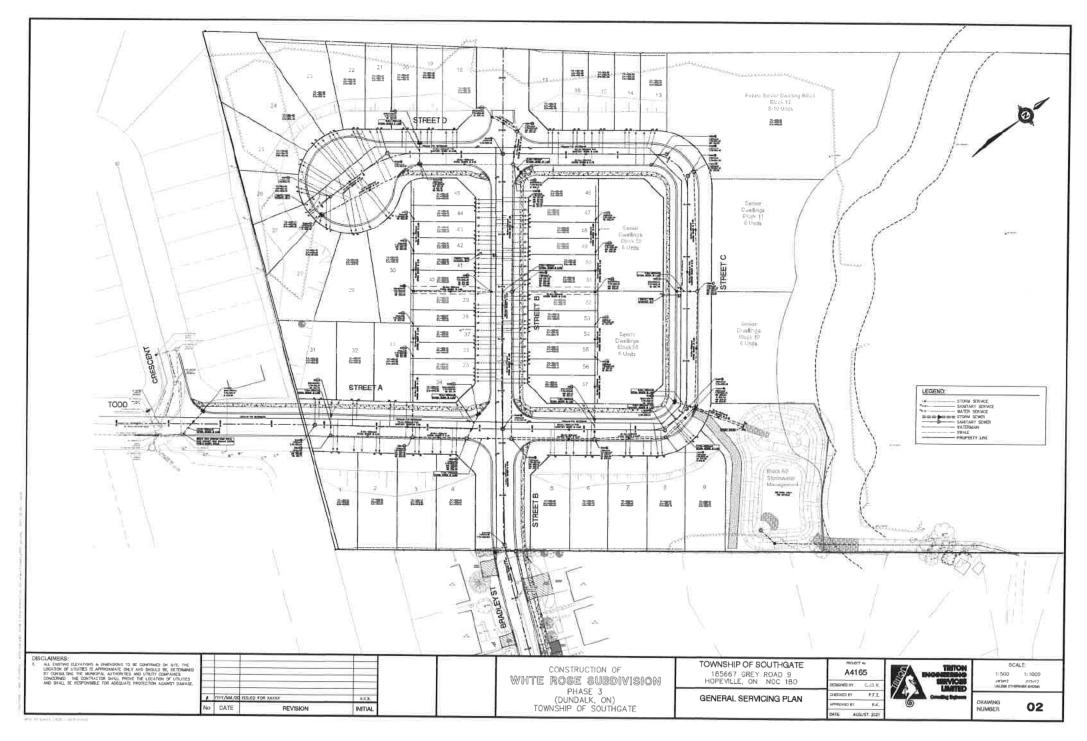
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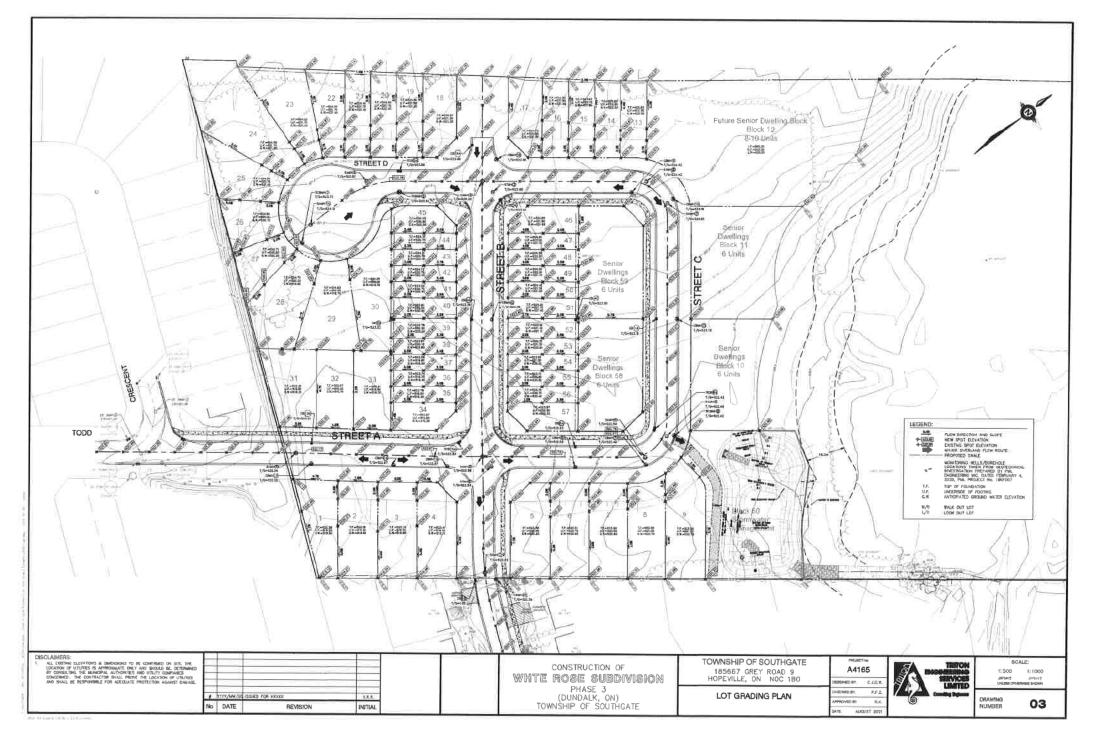
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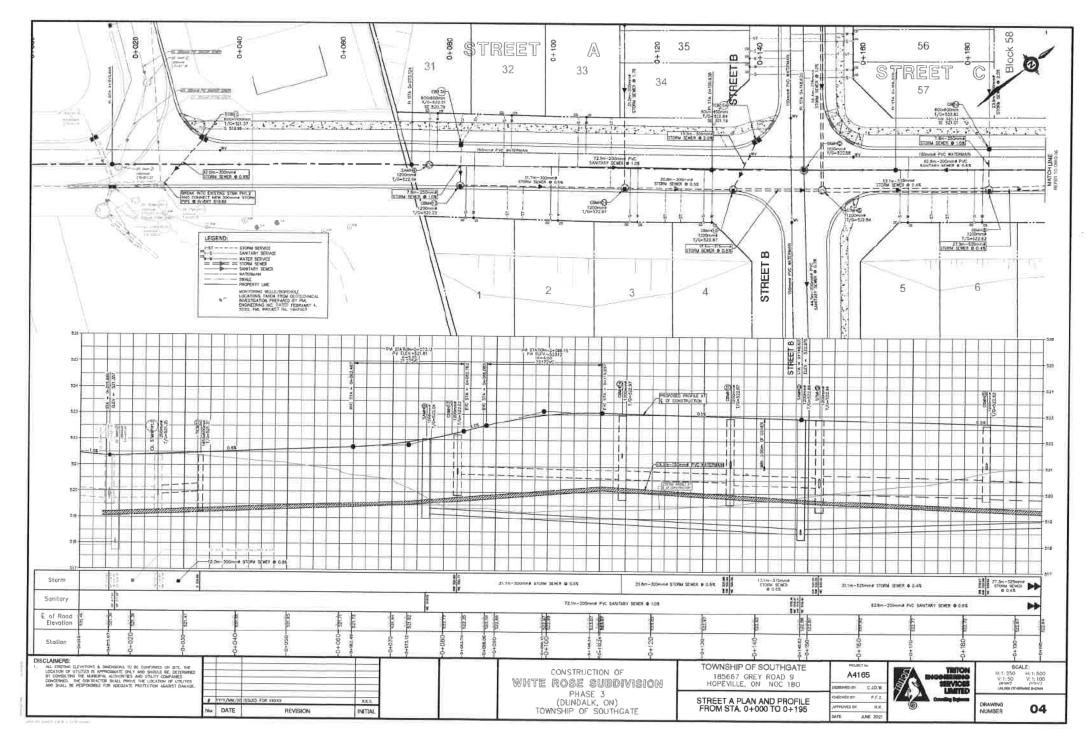


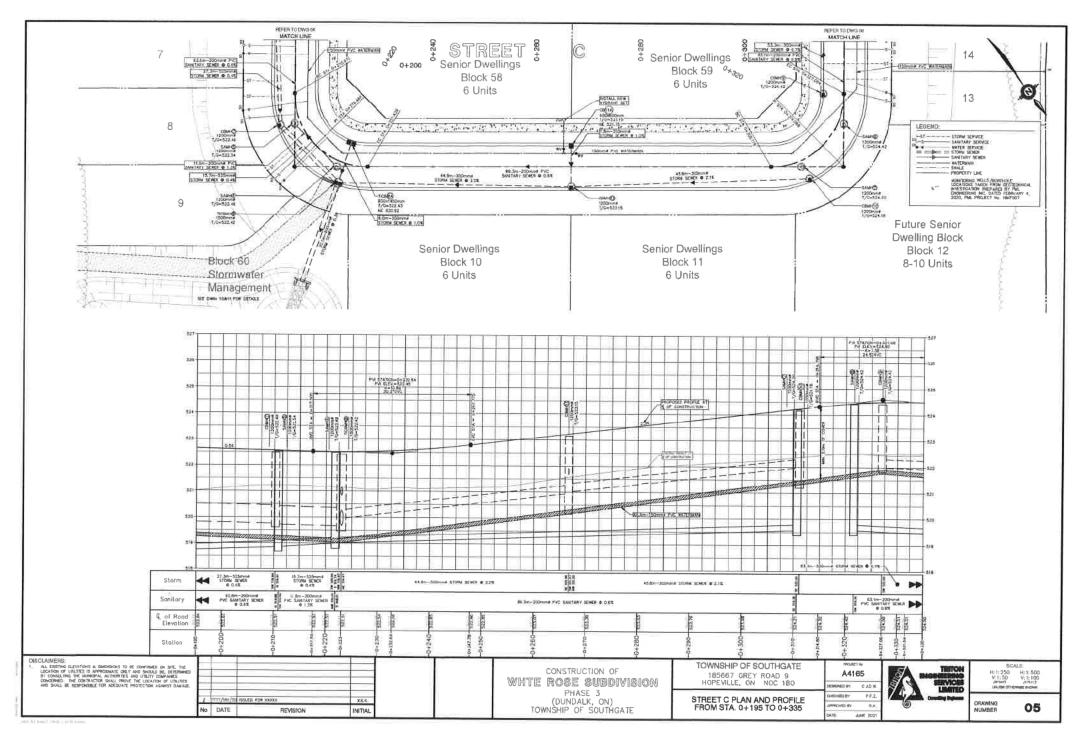


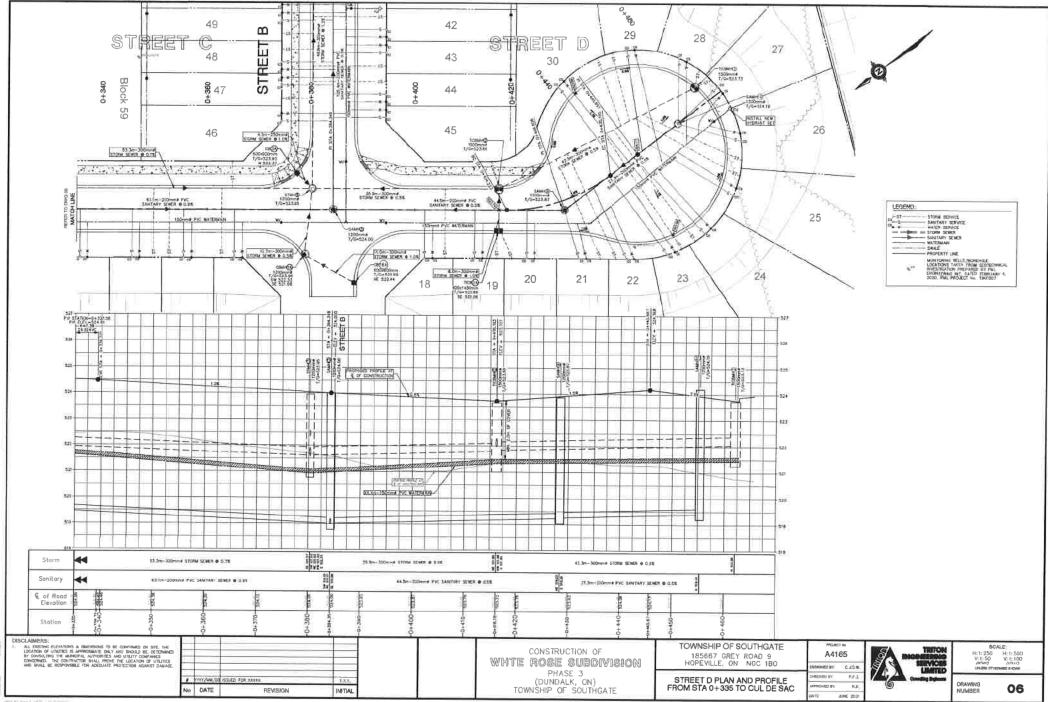


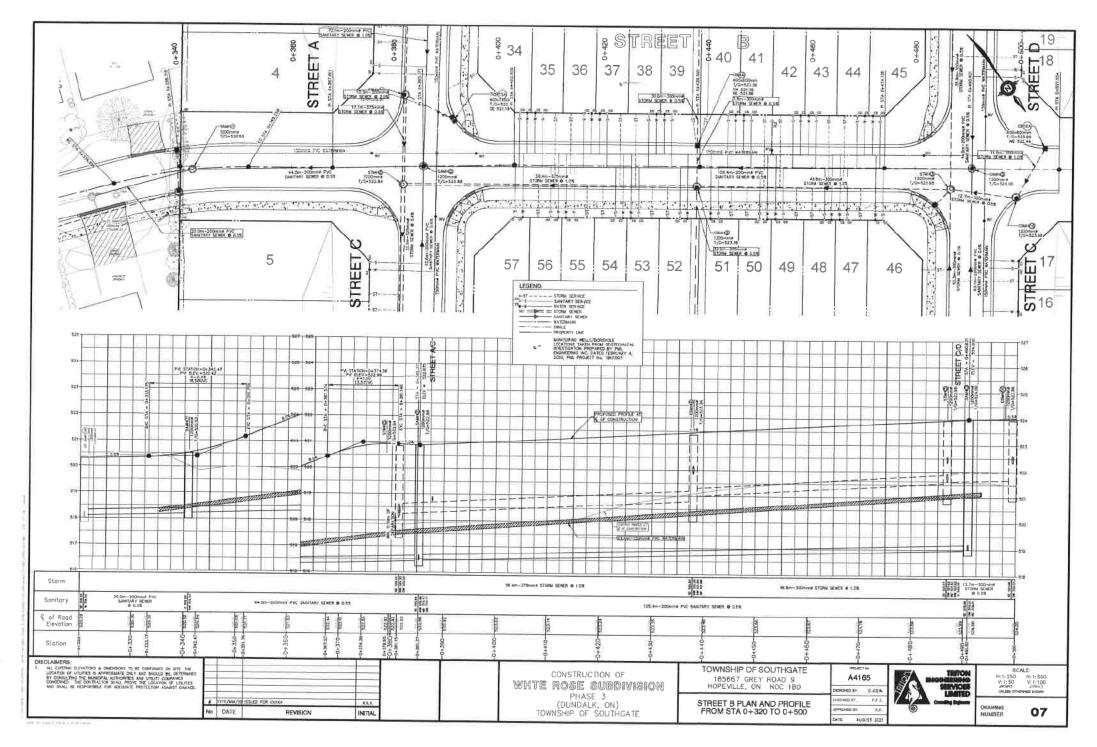


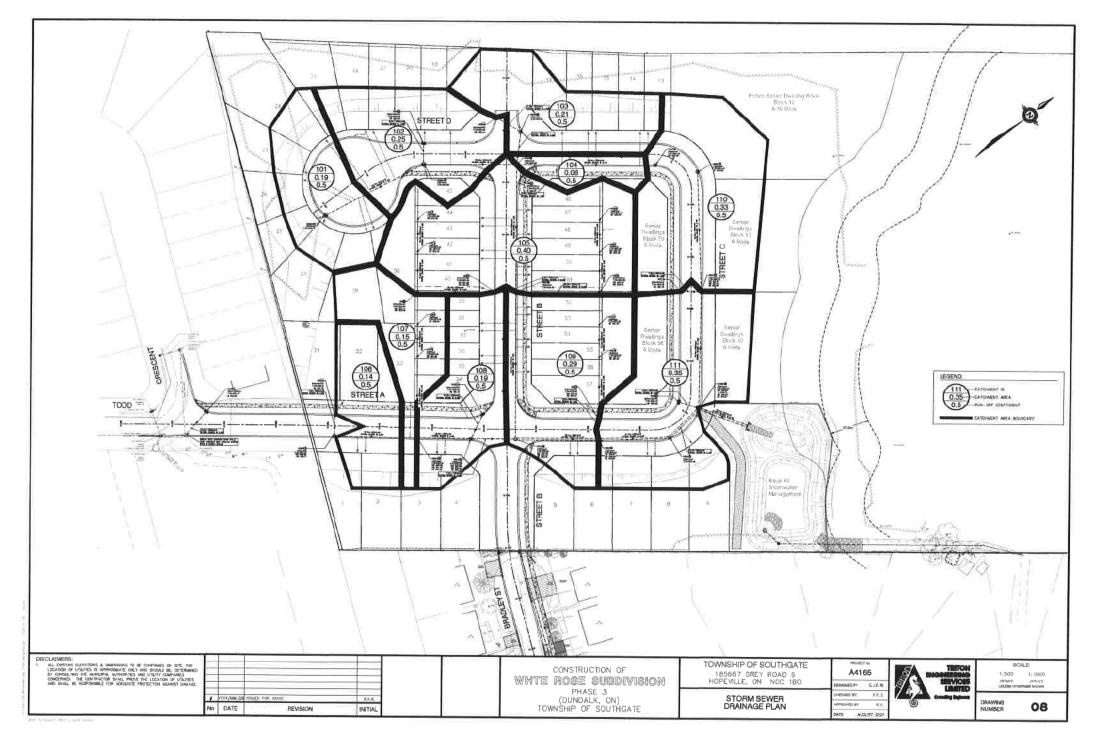


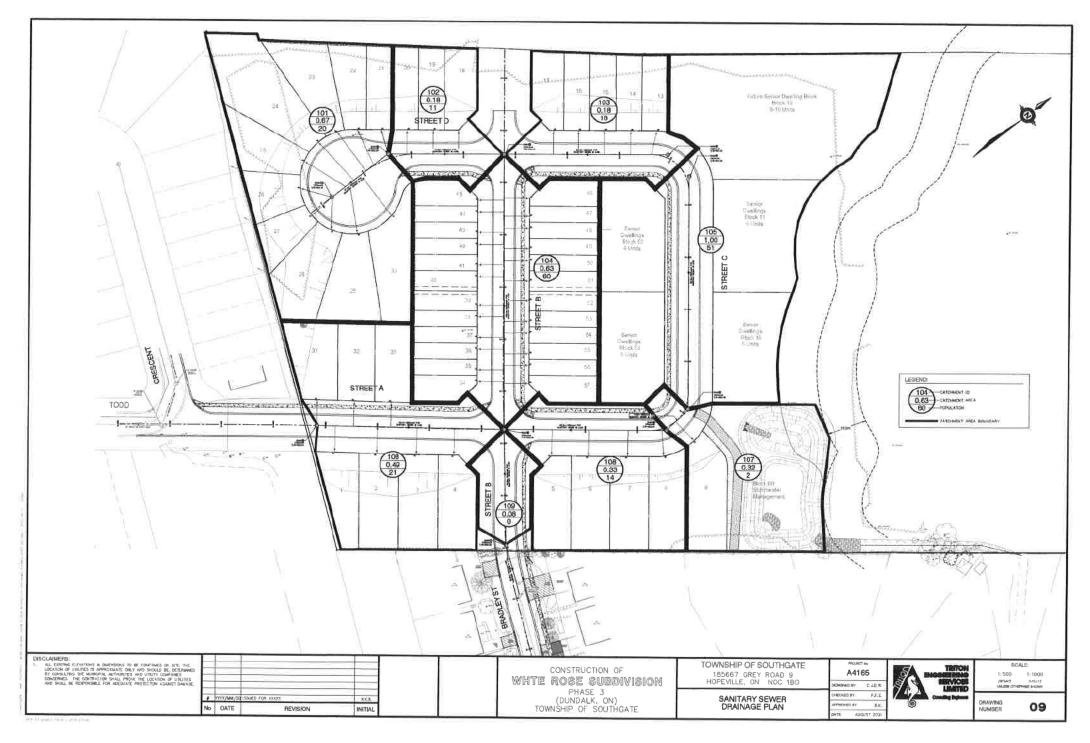


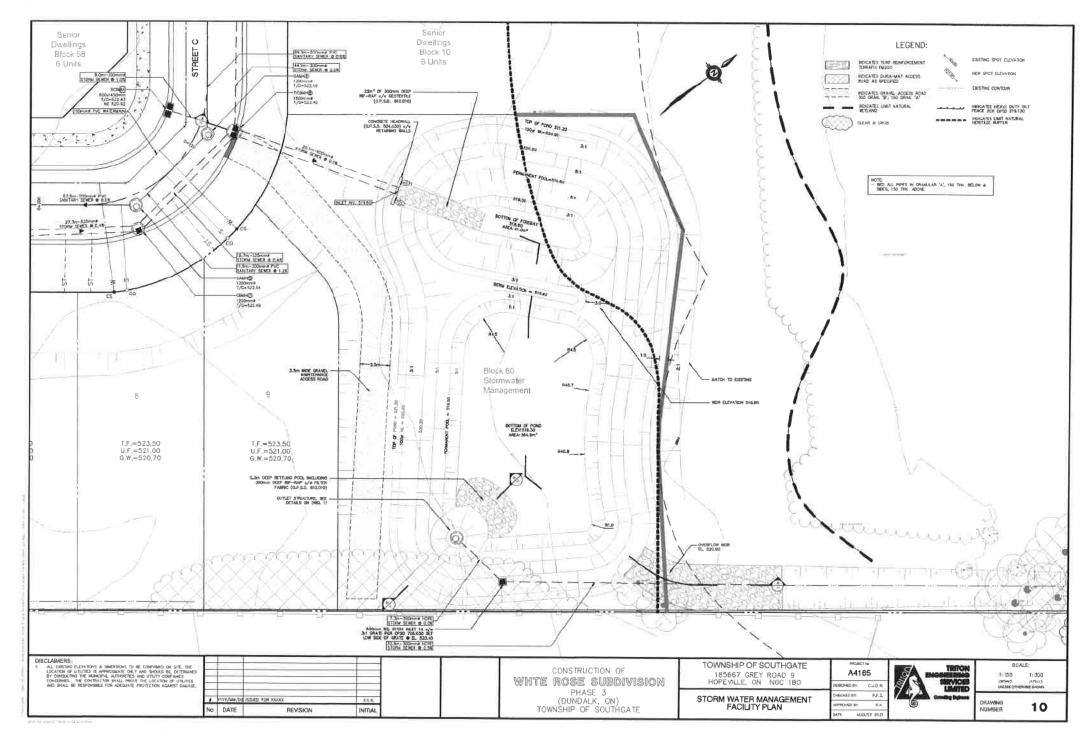


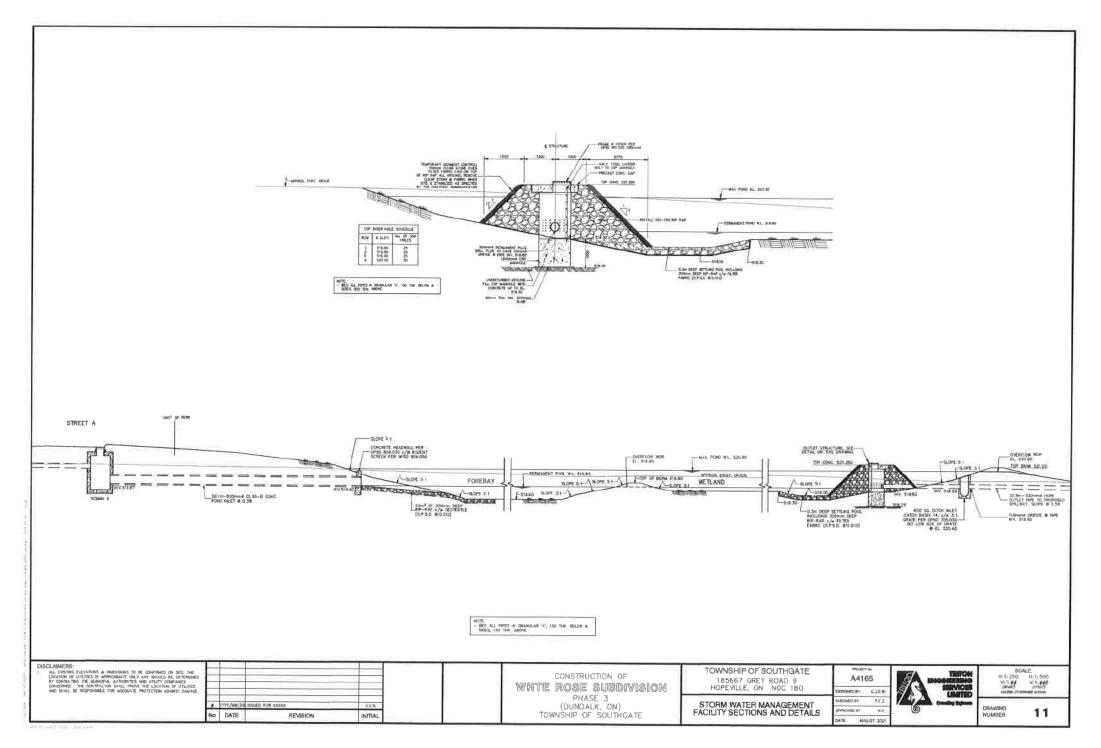




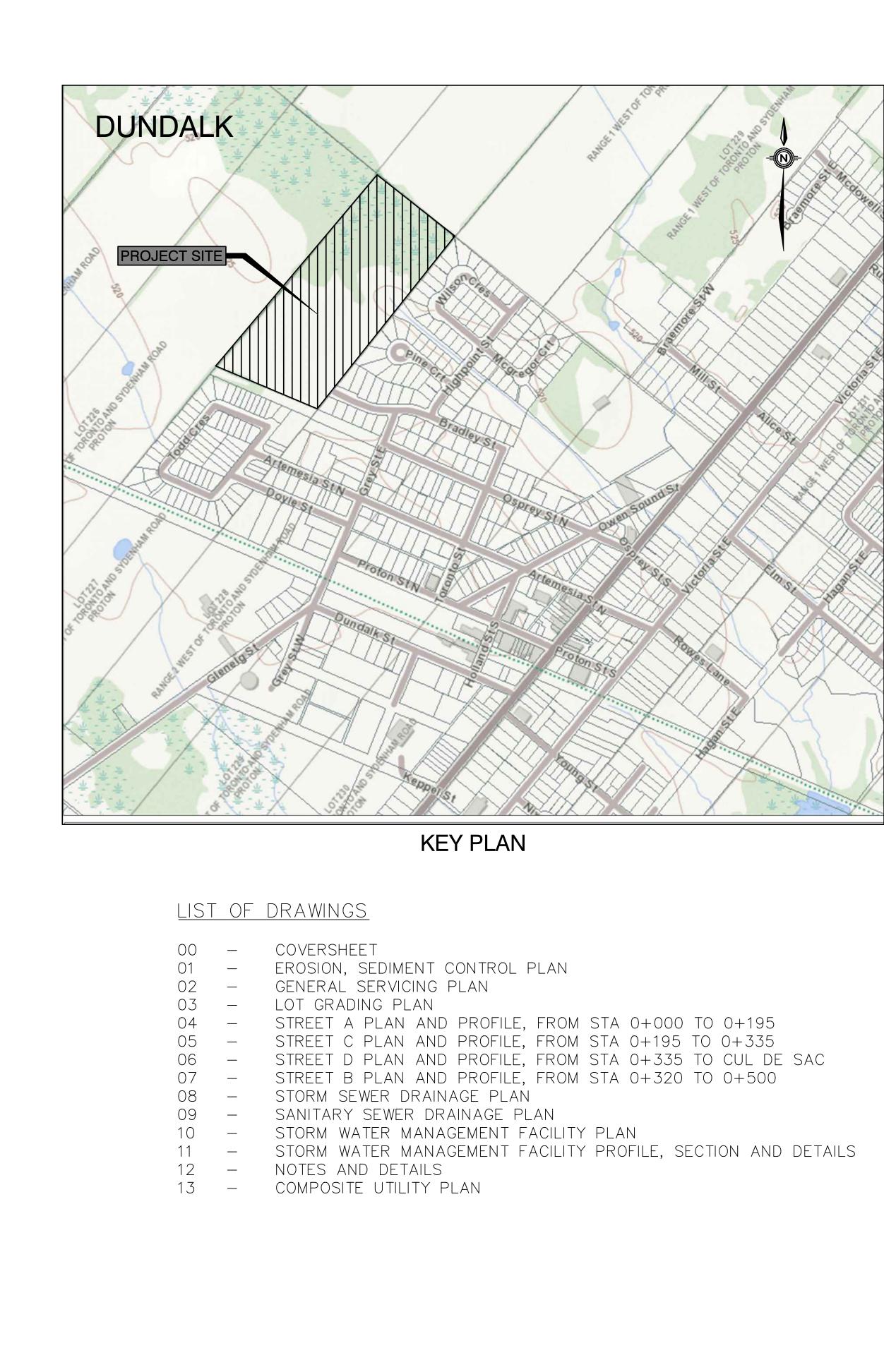








CSIO	CERTIFICA	TE OF	LIABILIT	Y INSURANCE		
This certificate is issued as a matt	ter of information only and confer certificate does not amend, extend	-	-	•	y on the ins	surer.
1. CERTIFICATE HOLDER - NAME AND MAIL	•			NAME AND MAILING ADDRESS		
Township of Southgate		2	2570970 ONTA			
185667 Grey Road 9			38 KALE CRE			
Dundalk, ON			Maple, ON			
	POSTAL CODE NO				P	OSTAL L6A3P9
3 DESCRIPTION OF OPERATIONS/LOCATIO		1	TIFICATE APPLIES (bi	it only with respect to the operations of t		
VACANT LAND - PART LOT 22				· · · ·		•
4. COVERAGES						
	surance listed below have been issued to the i document with respect to which this certificate conditions of such policies.	e may be issued c	or may pertain. The insu	urance afforded by the policies described her		
				EN REDUCED BY PAID CLAIMS		
TYPE OF INSURANCE		EFFECTIN	/E EXPIRY DATE	(Canadian dollars unless in		
	AND POLICY NUMBER	YYYY/MM/I	DD YYYY/MM/DD	COVERAGE	DED.	AMOUNT OF INSURANCE
COMMERCIAL GENERAL LIABILITY				COMMERCIAL GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE		
CLAIMS MADE OR X OCCURRENCE				LIABILITY - GENERAL AGGREGATE		
PRODUCTS AND / OR COMPLETED OPERATIONS	Burns & Wilcox Canada			- EACH OCCURRENCE PRODUCTS AND COMPLETED OPERATIONS		5,000,000
	BWT14674R1	2019/12	2/3 2020/12/3	AGGREGATE		
CROSS LIABILITY				OR PERSONAL AND ADVERTISING INJURY LIABILITY		5,000,000
				MEDICAL PAYMENTS		
TENANTS LEGAL LIABILITY				TENANTS LEGAL LIABILITY		
POLLUTION LIABILITY EXTENSION				POLLUTION LIABILITY EXTENSION		
NON-OWNED AUTOMOBILES				NON OWNED AUTOMOBILE		
				BODILY INJURY AND PROPERTY		
DESCRIBED AUTOMOBILES     ALL OWNED AUTOMOBILES				DAMAGE COMBINED BODILY INJURY (PER PERSON)		
				BODILY INJURY (PER ACCIDENT)		
** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED				PROPERTY DAMAGE		
TO PROVIDE INSURANCE				EACH OCCURRENCE		
					<u> </u>	
				AGGREGATE		
OTHER LIABILITY (SPECIFY)						
5. CANCELLATION		1	- 1		1	
Should any of the above described pol	icies be cancelled before the expira	ation date the	ereof, the issuing o	company will endeavor to mail	30 days v	written notice to the
certificate holder named above, but fai	lure to mail such notice shall impos	se no obligati			ents or repre	esentatives.
6. BROKERAGE/AGENCY FULL NAME AND	MAILING ADDRESS			URED NAME AND MAILING ADDRESS to the operations of the Named Insured)		
Brokers Trust		٦	Township of So	outhgate		
201-2780 Highway 7		1	185667 Grey Ro	pad 9		
Concord, ON			Dundalk, ON			
, -	POSTAL L4K3					
BROKER CLIENT ID: 2570ONT-01	CODE L4NJI					POSTAL NOC1B0
						CODE NUCIEU
8. CERTIFICATE AUTHORIZATION			CONTACT NUMBER(S)			
			TYPE Phone	NO. (905) 760-1515 TYPE		10. <b>(905) 760-0240</b>
AUTHORIZED REPRESENTATIVE Frank Gravi				NO. TYPE		NO.
SIGNATURE OF AUTHORIZED REPRESENTATIVE	ullis		DATE 2021/1	0/20 EMAIL ADDRESS frank.gra	vina@brok	erstrust.ca
CSIO C0910ECL - CERTIFICATE OF LIABILITY			1	© 2010, Centre for Study of Insur	ance Operations.	All rights reserved.



# WHITE ROSE PARK **SUBDIVISION PHASE 3**

ISSUED FOR APPROVALS ISSUED FOR TENDER RE-ISSUED FOR APPROVALS ISSUED FOR CONSTRUCTION AS RECORDED

## 2570970 ONTARIO INC. (TOWNSHIP OF SOUTHGATE)

CONSTRUCTION OF

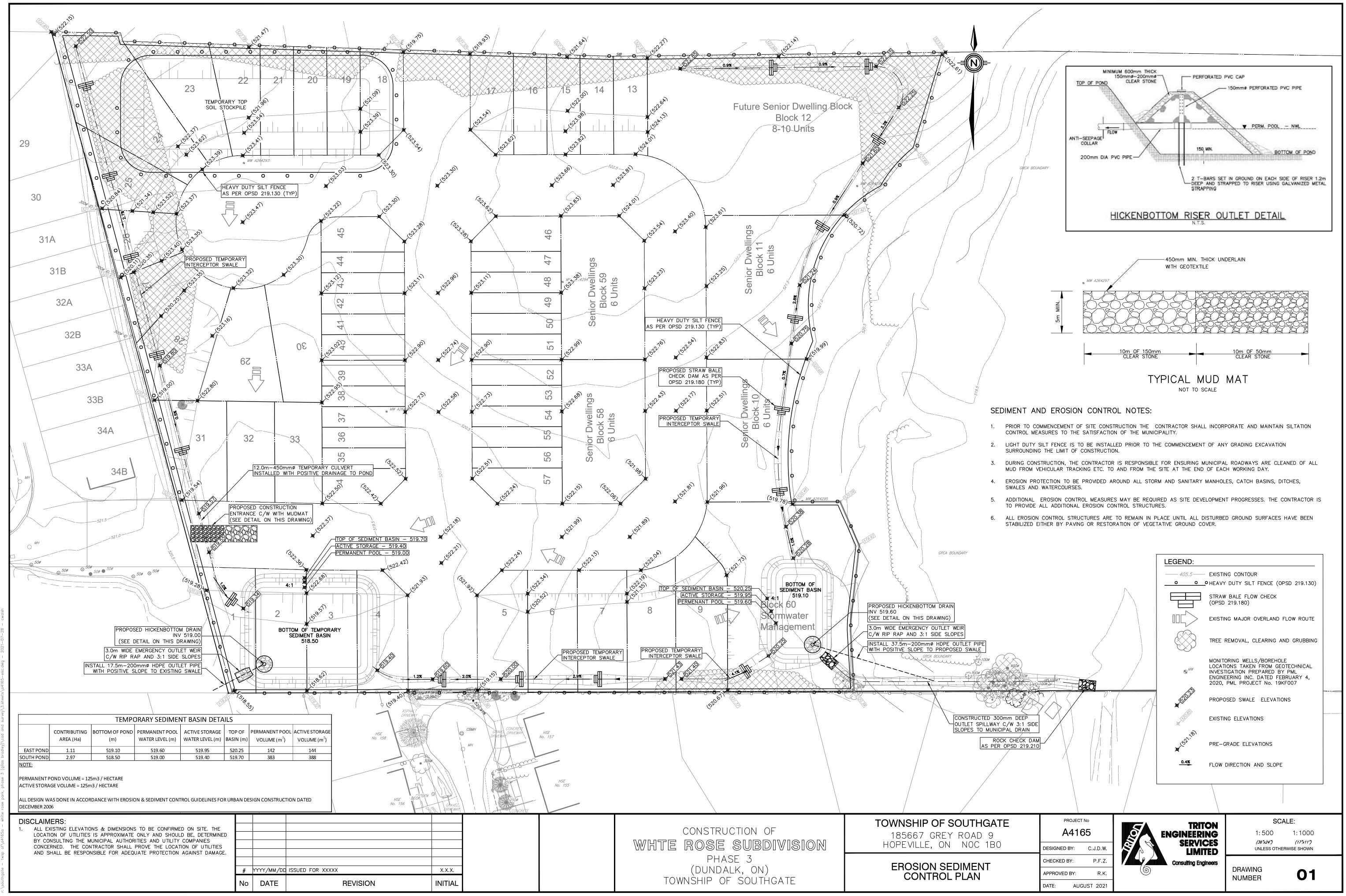
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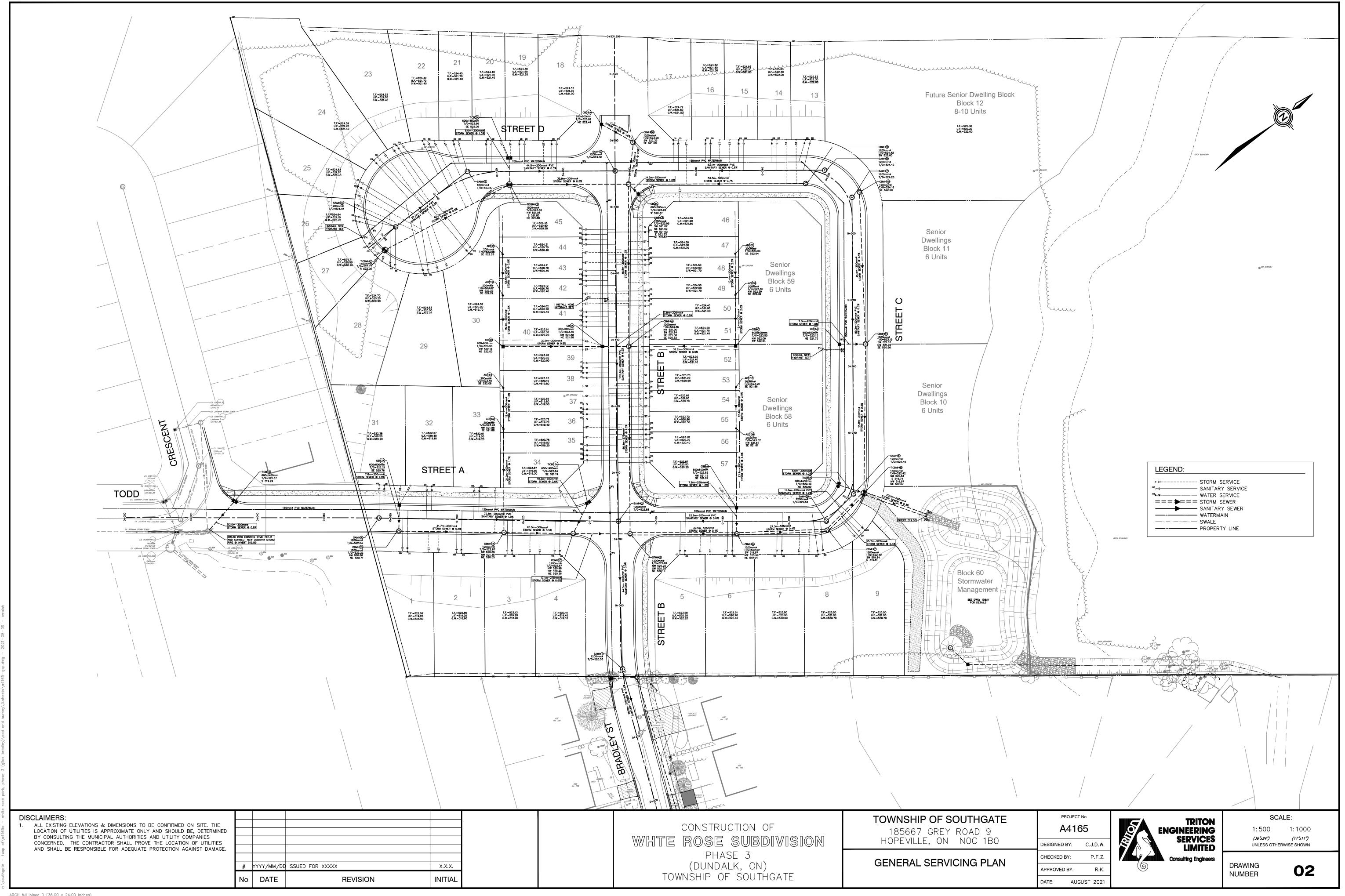
PROJECT No. A4165

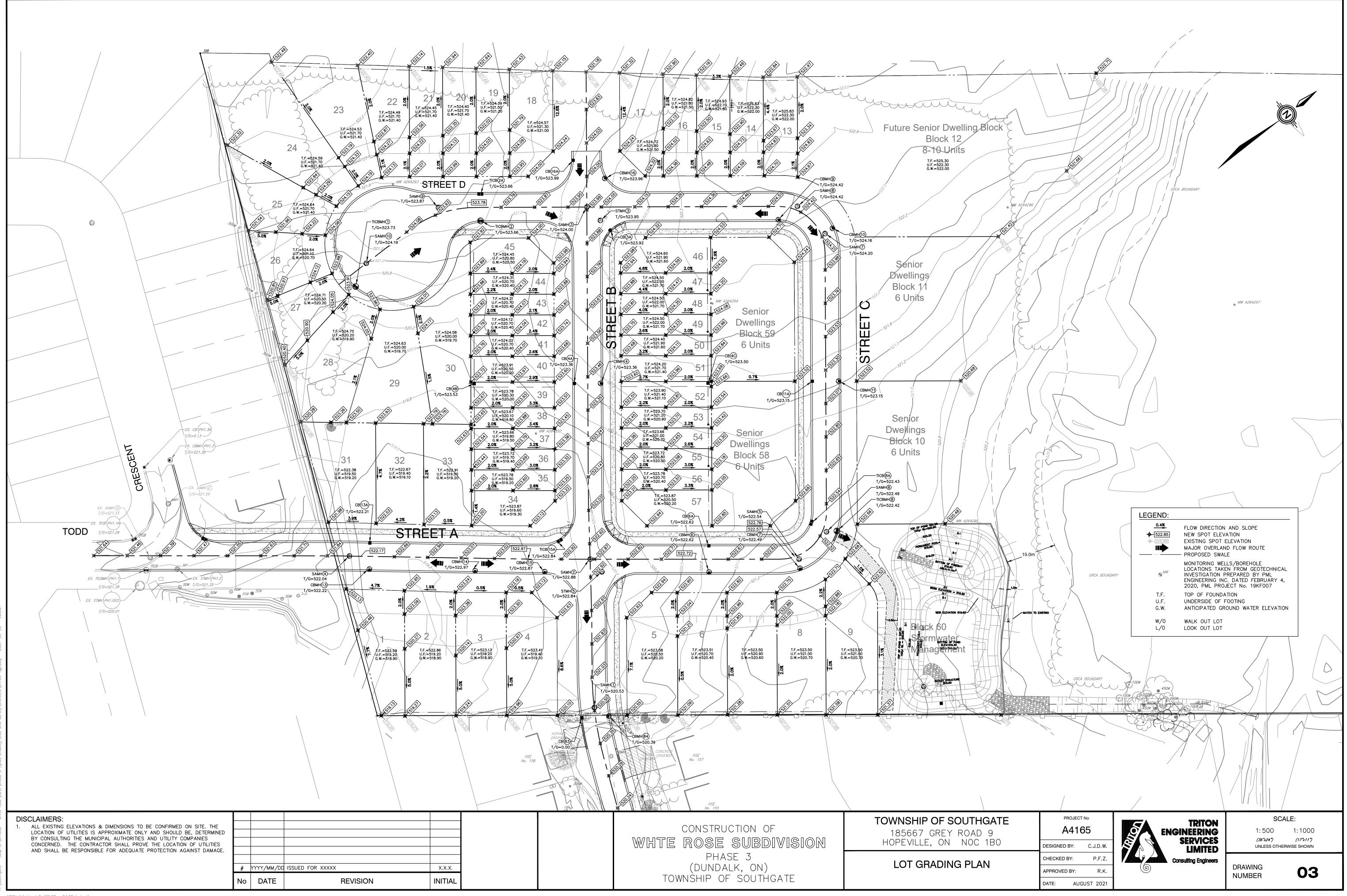
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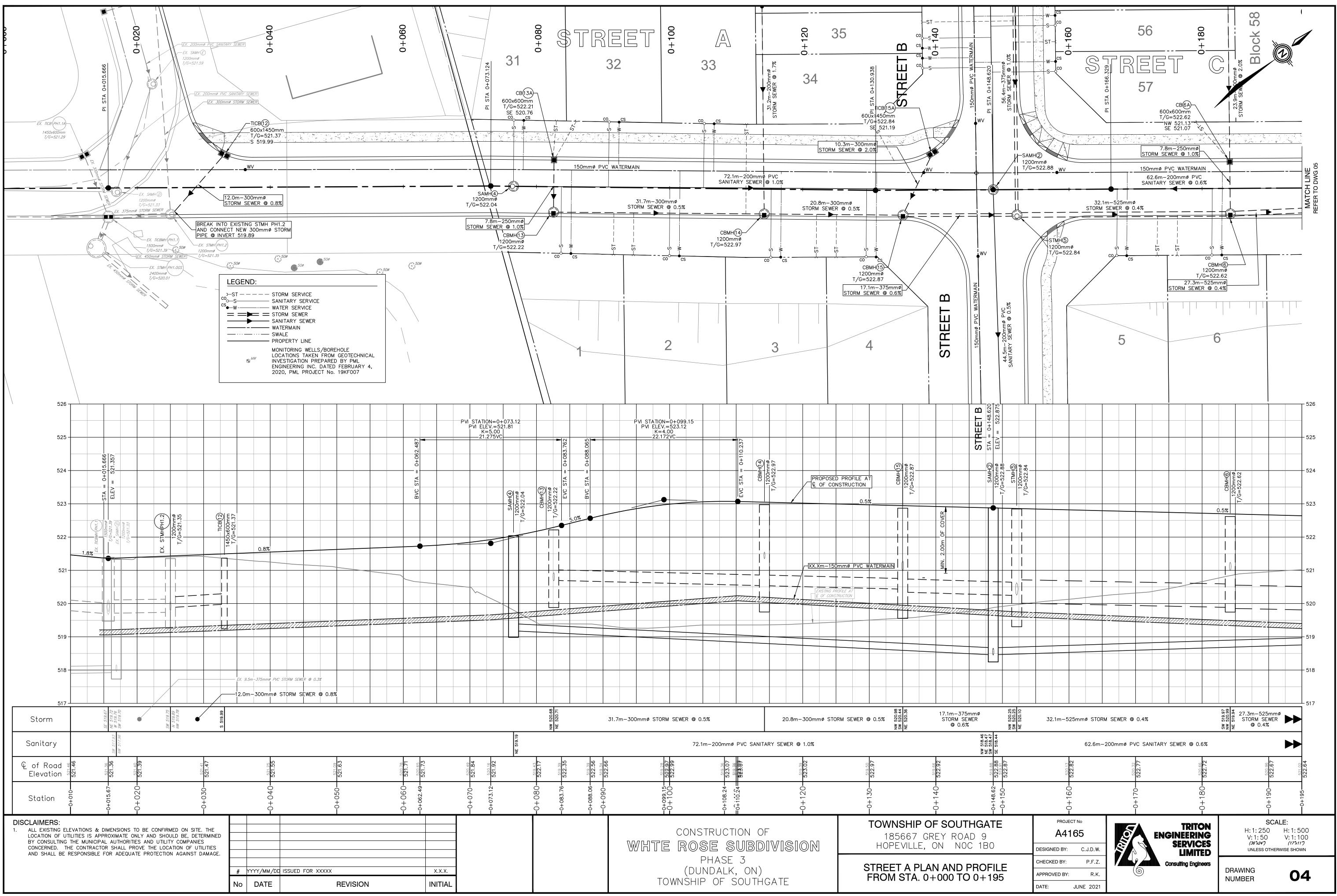
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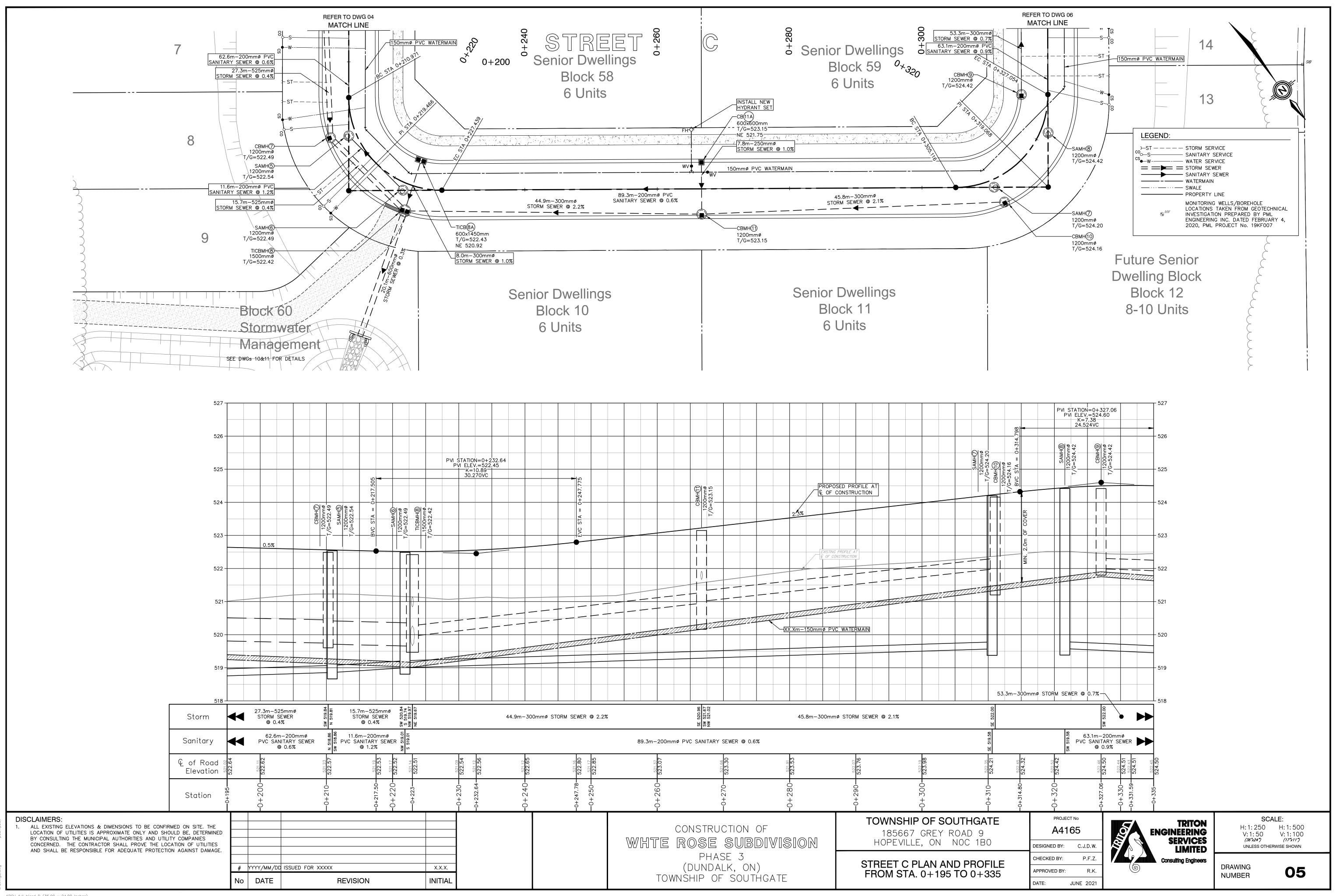


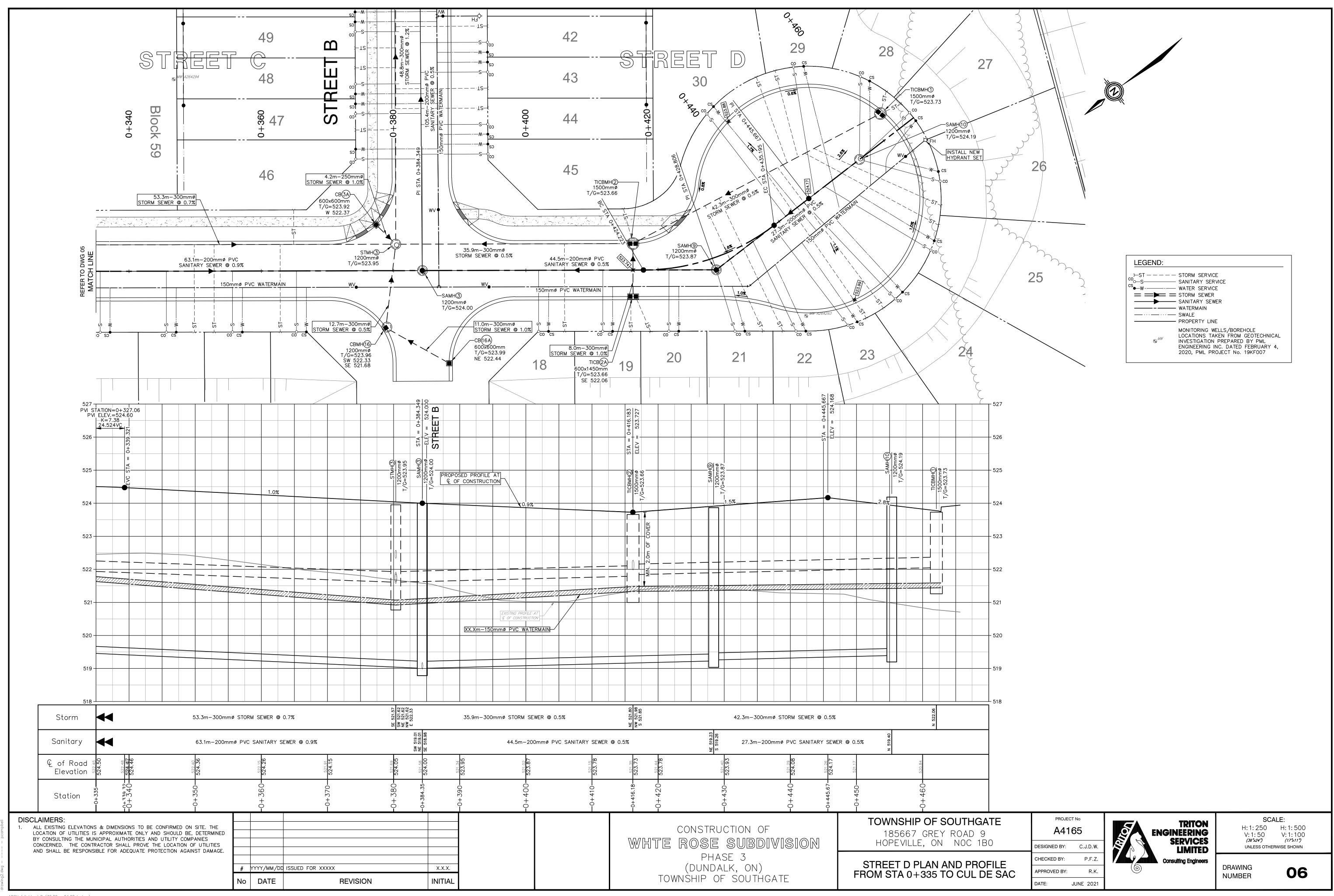


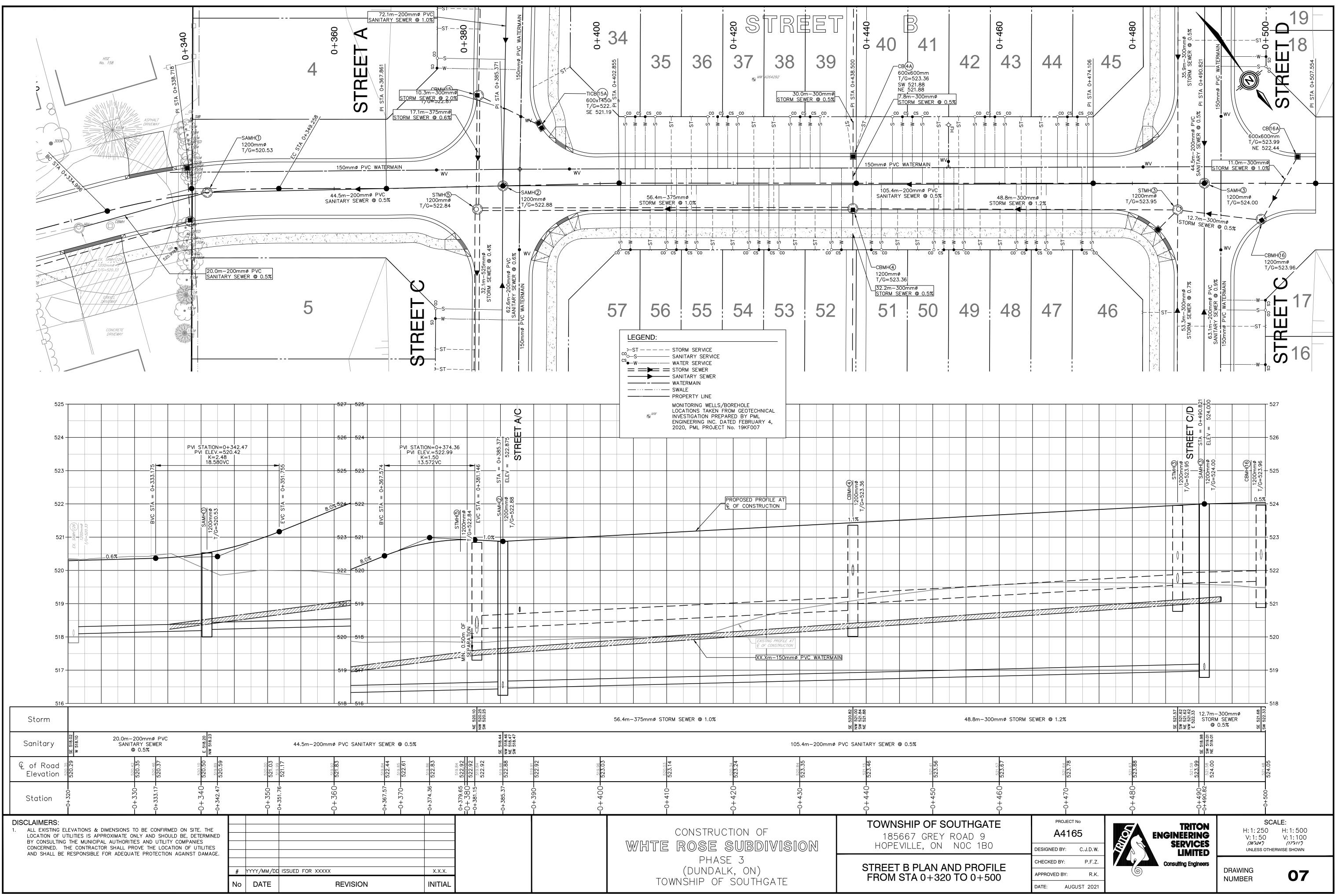
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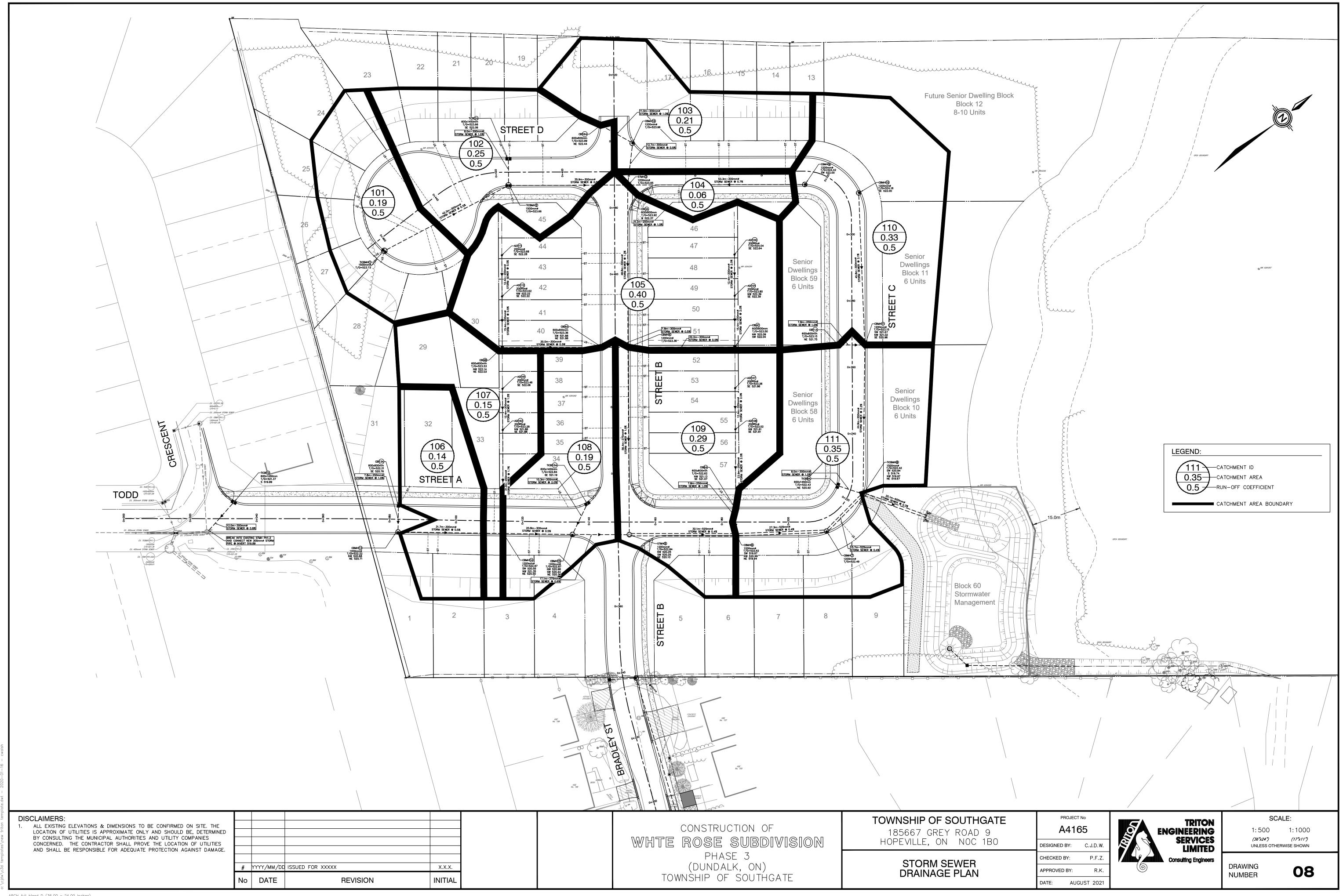
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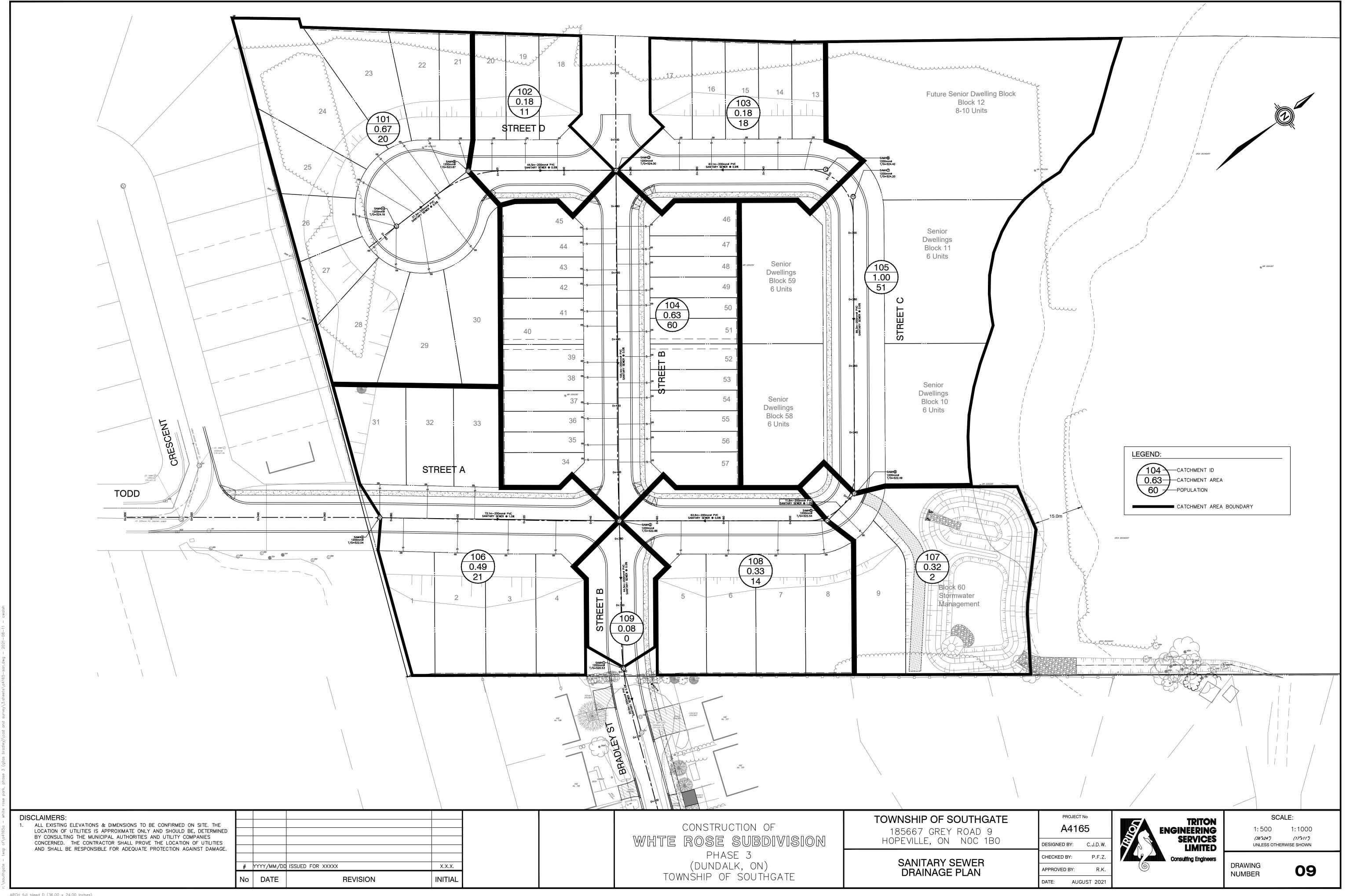


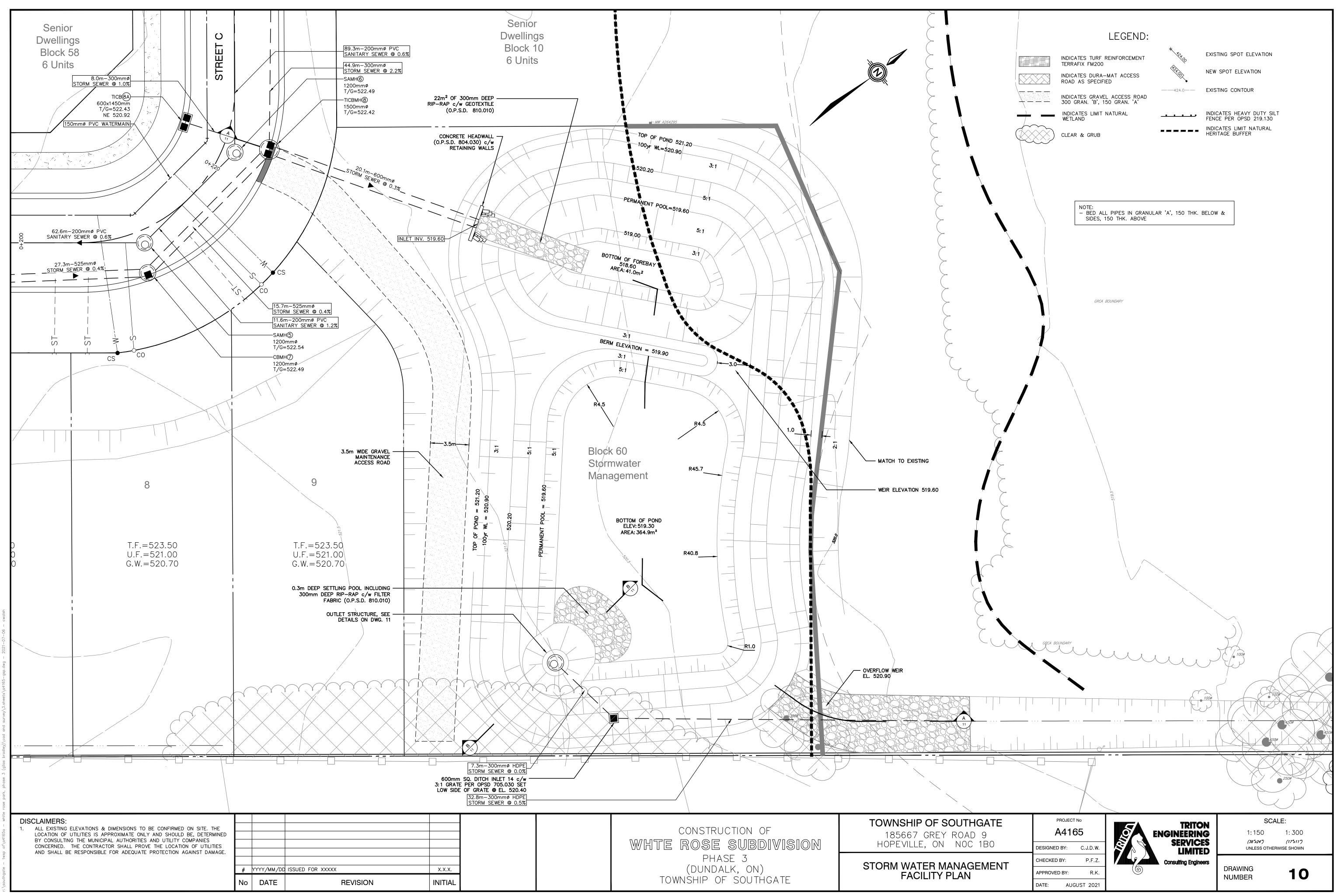


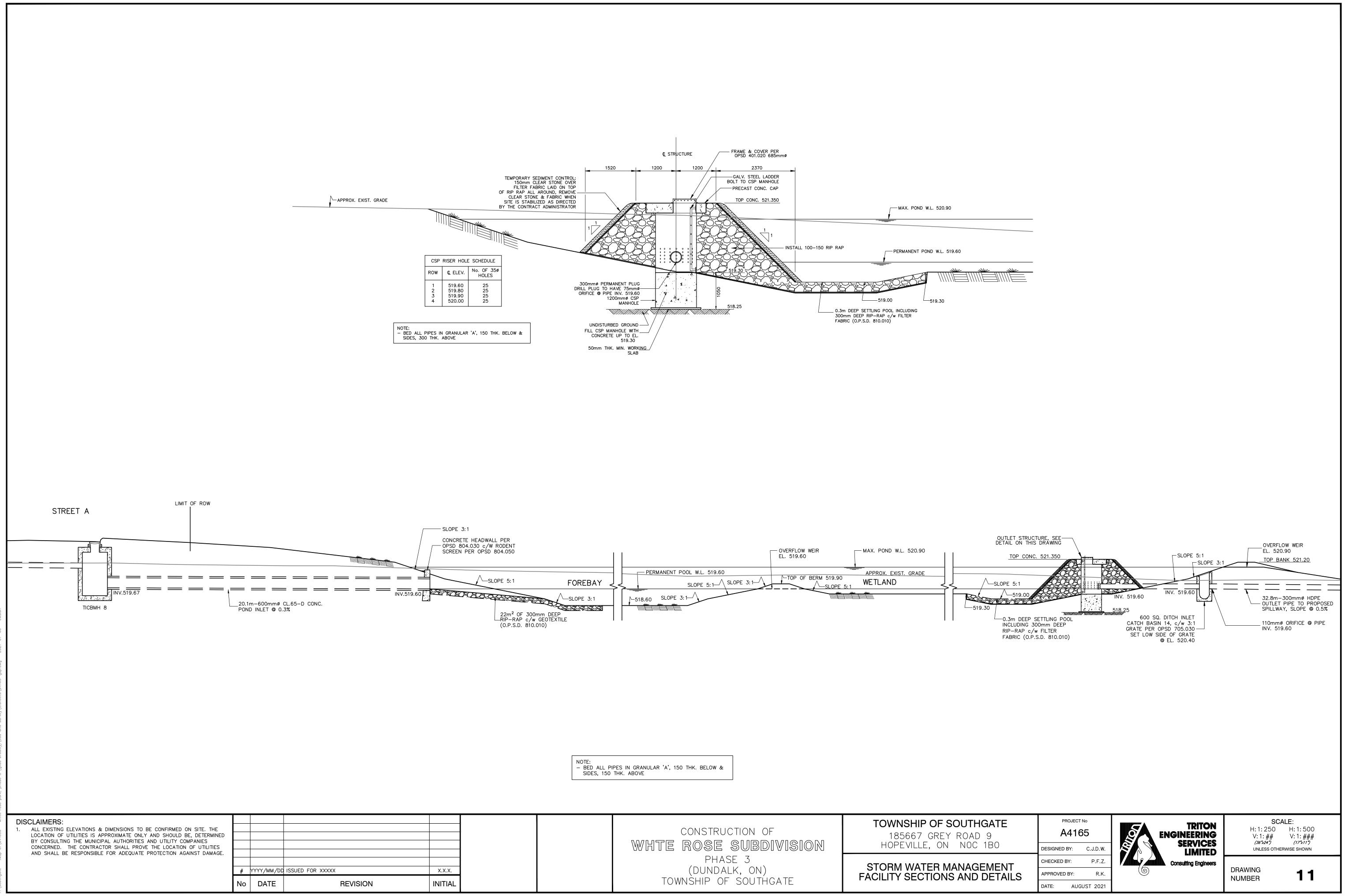


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		CONSTRUCTION OF WHTE ROSE SUBDIVISION	<b>TOWNSHIP OF</b> 185667 GRE HOPEVILLE, O
x.x.x. INITIAL		PHASE 3 (DUNDALK, ON) TOWNSHIP OF SOUTHGATE	STORM WATER FACILITY SECTIOI



File No. P21-134B Brampton Office

September 14, 2021

White Rose Park (Div) c/o 2127107 Ontario Inc. 138 Kale Crescent Maple, Ontario L6A 3P9

Attention: Mr. Victor De Palma

## RE: PROPOSAL FOR ENGINEERING SERVICES ENVIRONMENTAL QUALITY OF EXCESS SOIL WHITE ROSE PARK SUBDIVISION - DUNDALK, ONTARIO

Dear Mr. De Palma:

Terraprobe Inc. (Terraprobe) is pleased to provide White Rose Park (Div) c/o 2127107 Ontario Inc. with a proposal for engineering services in support of the above-noted project.

## 1.0 INTRODUCTION AND BACKGROUND

The subject property ("Site or Property") is located north of Bradley Street, in the town of Dundalk, Ontario. As part of construction activities scheduled to take place at the site, excess earth fill material will be required from off-site locations, and it was reported that approximately 3,000 m<sup>3</sup> of excess soil would be required. Prior to the importation of earth fill materials, a review will be conducted to determine the environmental suitability of the earth fill material from each source site. Upon approval of a source site, soil sampling and chemical analysis will be conducted as soil arrives on site to meet the sampling requirements of Ontario Regulation 406/19 – Reuse of Excess Soil

## 2.0 SOIL MANAGEMENT

Soil Management in Ontario takes into consideration the following Ministry of the Environment, Conservation and Parks (MECP) Regulations and guidance documents:

- Ontario Ministry of Environment, Conservation and Parks. 2019. Regulation 406/19: On-Site and Excess Soil Management. Environmental Protection Act, R.S.O. 1990, c. E. 19 (O. Reg. 406/19)
- Ontario Ministry of Environment, Conservation and Parks. 2019. Rules for Soil Management and Excess Soil Quality Standards.
- Ontario Ministry of Environment, Conservation and Parks. 2004 (as amended). Regulation 153/04: Records of Site Condition – Part XV.1 of the Act. Environmental Protection Act. R.S.O. 1990, c. E. 19 (O. Reg. 153/04)
- Ontario Ministry of the Environment, Laboratory Services Branch. 2011. Protocol for Analytical Methods Used in the Assessment of Properties under Part XV.1 of the Environmental Protection Act.

Greater Toronto 11 Indell Lane Brampton, Ontario L6T 3Y3 (905) 796-2650 Fax: 796-2250 Hamilton – NiagaraCentra903 Barton Street, Unit 22220 BaStoney Creek, Ontario L8E 5P5Barrie,(905) 643-7560 Fax: 643-7559(705) 7www.terrap 012 ca

Central Ontario2220 Bayview Drive, Unit 258E 5P5Barrie, Ontario L4N 4Y8-7559(705) 739-8355 Fax: 739-8369www.terrepolete.ca

Northern Ontario 1012 Kelly Lake Rd., Unit 1 Sudbury, Ontario P3E 5P4 (705) 670-0460 Fax: 670-0558 • Ontario Ministry of Environment, Conservation and Parks. 2019. Regulation 347: General – Waste Management. Environmental Protection Act, R.S.O. 1990, c. E. 19 (O. Reg. 347)

## 2.1 Ontario Regulation 406/19

For off-site disposal of the excess soil, all analytical data will be compared to the Table 2.1 and 3.1 Standards as well as the Table 1 Standards from O. Reg. 153/04, as amended.

## 2.2 Soil Sampling and Chemical Analysis

At a minimum, the excess soil must be analyzed for petroleum hydrocarbons (PHCs) (F1 through F4), including benzene, toluene, ethylbenzene, xylenes (BTEX), Metals and Inorganics (including Electrical Conductivity [EC] and Sodium Adsorption Ratio [SAR] and pH). A Phase One ESA or Assessment of Past Uses is required in order to identify the contaminants of potential concern that will be the focus of the sampling and analysis plan; alternatively the receiver site can specify the analytical testing requirements. Additional Contaminant of Potential Concern (CoPC) identified may include Polycyclic Aromatic Hydrocarbons (PAHs), Volatile Organic Compounds (VOCs), Organochlorinated Pesticides (OCPs) and Polychlorinated Biphenyl (PCBs).

Once source site data is reviewed, analytical testing parameters will be determined. Based on the estimated volume of soil required, the following in-situ sampling approach must be conducted at the following frequency:

- A minimum of three (3) in-situ samples shall be analyzed if less than 600 m<sup>3</sup> of soil will be excavated;
- If more than 600 cubic meters of soil will be excavated, at least one (1) in-situ soil sample shall be analyzed for each 200 cubic meters of soil for the first 10,000 cubic meters of soil to be excavated;

It has been estimated that approximately  $3,000 \text{ m}^3$  of soil will be required. Therefore, based on the expected volume of soil requiring off-site removal, under O.Reg 406/19, fifteen (15) samples will be required along with two (2) quality control/quality assurance (QC/QA) samples for laboratory testing purposes.

The table below provides a summary of the number of samples based on the expected volume.

Volume of Soil	Number of Samples
Number of samples for the first 600 m <sup>3</sup> of soil	3
Number of samples for more than 601 m <sup>3</sup> to less than 3,000 m <sup>3</sup> (1 Sa/200m <sup>3</sup> )	12
Duplicate Samples	2

### BULK ANALYSIS (export of excess soil)

### SPLP ANALYSIS

Volume of Soil	Number of Samples
Number of samples for the first 600 m <sup>3</sup> of soil	3
10% of the total number of bulk analysis samples collected	2

- Source site data from a potential source site will be evaluated to determine the environmental quality of the earth fill material. If approved, the earth fill material will begin to arrive on site
- Based on the sampling frequency identified above (1 sample per 200 m3), soil sample will be collected from dump trucks as they arrive on site, one sample will be collected from every twentieth load that arrive on site.

- While on-site, all workers (Terraprobe and White Rose Park (Div) c/o 2127107 Ontario Inc. Staff) are required to adhere to social distancing and face mask protocols for COVID-19 protection.
- At this time, the analytical testing parameters are not known, as such tests will be conducted for the common parameters, which include M&I, PHC, BTEX, VOC and PAH. Please note if additional CoPC are identified, additional analysis will need to be conducted; alternatively, if fewer CoPC are identified, the fewer analytical parameter will be tested.
- All samples will be submitted on a regular turnaround basis (5 to 7 business days).
- Upon recite of the results, an e-mail correspondence will be provided commenting on the environmental suitability of the material. A report will be prepared to compare the results to O. Reg. 153/04 Table 1 Standards as requested.

## 3.0 BUDGET

Terraprobe is providing the following quotation as fixed lump sum costs for the work program detailed. The cost provided excludes all taxes, including HST. The quoted cost is as follows:

## ENVIRONMENTAL QUALITY ANALYSIS OF EXCESS SOIL

Assessment of Past Use	
Report Review (per source site; 1 in total)\$	875
Email correspondence (per source site, 1 in total)\$	375
Engineering Analysis and Letter Report (for approved source sites, 1 in total)\$	1,250
Chemical Analysis of Imported Soil	
Environmental Technician 20 site visits @\$375\$	7,500
15 Soil Samples each @\$100 for M&I\$	1,500
15 Soil Samples each @\$165 for PHCs, BTEX & VOCs\$	2,475
15 Soil Samples each @\$110 for PAHs\$	1,650
2 Soil Sample each @\$375 for QC/QA\$	750
5 Soil Samples each @\$425 for TCLP analysis\$	2,125
22 Soil Samples each @\$7 for Sampling Supplies and Disposal\$	154
Project Management\$	900
Review and Analysis of Results, Drafting\$	575
Report Preparation\$	1,295
TOTAL SERVICES (HST extra)	<u>21,424</u>

The above budget does not include for any meetings or in-depth consultation after the issue of the report. Additional works as authorized by the client (meetings, soil/ground water chemistry, consultation after issue of the reports, etc.) will be completed on a time and disbursement basis. If Terraprobe's engineering services are required for purposes other than those detailed above, our hourly rates are as follows.

Field Technician	\$75/hr
Project Engineer	\$125/hr
Associate Engineer	\$165/hr

Principal Engineer	\$215/hr
Vehicle Expense	\$0.50/km
Disbursements	at cost plus 10%

## 4.0 CLOSURE FIRM EXPERIENCE

Terraprobe was incorporated in 1977. Terraprobe is a Canadian owned firm with a total staff of over 200, including professional engineers, hydrogeologists, and environmental scientists. Terraprobe operates offices in Brampton, Barrie, Stoney Creek, and Sudbury and provides services throughout Ontario. Although the firm operates primarily in Ontario, we also provide services in British Columbia, Manitoba, the Yukon, the Maritimes, New York, Michigan, and the Caribbean to meet our client's needs.

Terraprobe provides consulting services to a wide range of public and private sector clients. Services are offered in the fields of geo-environmental engineering, geotechnical engineering, construction and materials inspection, and shoring and excavation support. Each project is managed by a senior member of the firm.

## 5.0 PROJECT TEAM

## Mr. Samuel Oyedokun, P.Eng., PMP., QPESA – Project Lead (Environmental)

Mr. Oyedokun is a Professional Engineer and an Associate of Terraprobe Inc. Mr. Oyedokun has over 12 years of related consulting experience and has managed numerous projects, including Phase One and Phase Two Environmental Site Assessments, Site Soil and Ground Water Remediation, and both Urban and Rural Hydrogeology. Mr. Oyedokun also has experience in designated substance survey, air quality and vapour intrusion assessments. Mr. Oyedokun is a certified project management professional and is a qualified person under O.Reg.153/04 for submitting Records of Site Condition. Mr. Oyedokun will be the Senior Project Manager and QP of the project overseeing the overall project management and providing technical guidance.

### Prakash Patel, C.E.T. – Environmental Project Manager

Mr. Prakash Patel is an Environmental Project Manager with Terraprobe who has 16 years of direct experience in the consulting industry. Mr. Patel has a Diploma in Environmental Engineering Technology from Humber College of Applied Arts & Technology and a Post Graduate Certificate in Environmental Engineering Science for Ryerson University. Mr. Patel has conducted and supervised numerous Phase One and Phase Two Environmental Site Assessments for a variety of agricultural, residential, industrial, commercial and institutional properties. He also has experience in site remediation, environmental monitoring and submission of Record of Site Condition.

## 6.0 INSURANCE

Terraprobe maintains Professional Errors & Omissions, General Liability, and Pollution Liability Insurance. Copies of certificates are available upon request.



## 7.0 CLOSURE

We trust this information is sufficient for your present purposes. Should you have any questions concerning this proposal, please do not hesitate to contact the undersigned. If you would like us to proceed with the investigation, acceptance of the proposal can be indicated below or in your own form of purchase order.

## Terraprobe Inc.

Prakash Patel, C.E.T. Project Manager

Samuel Oyedokun, P.Eng., PMP, QP<sub>ESA</sub> Associate, Environmental Engineering





October 4, 2021

PML Ref.: 19KF007 Report: 4

Mr. Domenico De Palma 257090 Ontario Inc. 138 Kate Crescent Maple, Ontario L6A 3P9

Dear Mr. De Palma

## Excess Soil Management – Source Site Review White Rose Park Residential Subdivision, Phase 3 North of Bradley Street <u>Dundalk, Ontario</u>

Peto MacCallum Ltd. (PML) has completed a review of chemical analysis results for excess soil proposed to be imported to the White Rose Park Subdivision, Phase 3, located north of Bradley Street in Dundalk, Ontario. Authorization to proceed with this assignment was provided by Mr. Vittorio De Palma of White Rose Park in an email dated September 30, 2021.

## **Methodology**

PML reviewed the report(s) provided for the Source Site. A summary of the findings is provided in the following table:

Data	Notes/Comments
Source Site Location:	Southwest corner of Highway 7 and Interchange Way, Vaughan, Ontario
Source Site Data: Report(s) Title, Author and Date:	<ul> <li>Document 1: GTR-00038035 Festival – Highway 7 and Interchange Way, Vaughan, Excess Soil Sampling Program for Importation to the Roads at Watersands Subdivision, City of Barrie and Town of Innisfil– Prepared by exp. dated June 21, 2021 (copy attached as Appendix A)</li> <li>Document 2: Phase I Environmental Site Assessment (ESA) by Golder Associates in August 2018 (Reviewed and referenced by exp. in Document 1, but copy not provided)</li> </ul>
What is the Source Site history / use in the vicinity of Source Site?	It is understood that the Source Site is currently and historically undeveloped land. exp. reports that the Golder Phase I ESA did not identify any Areas of Potential Environmental Concern (APECs) on the Site.
Date that Samples were Obtained:	June 7, 2021
Source of the excess soil:	In situ soil to be excavated during excavations for construction at the Source Site.



Data	Notes/Comments
Contaminants of concern (COCs) identified in the Phase One ESA:	None
COCs tested in the soil samples:	12 Metals (including hydride forming metals) and inorganics (including EC/SAR); 12 Petroleum hydrocarbon (PHC) fractions F1 to F4; 12 Benzene, Toluene, Ethylbenzene, Xylene (BTEX) 12 Polycyclic aromatic hydrocarbons (PAHs)
Appropriate vapour screening conducted?	Yes (max. reported value 10 ppmv)
Samples specific to the excess soil approval:	Refer to <b>Document 1</b> .
Sampling and testing frequency in accordance with O. Reg. 406/19 <sup>1</sup>	Yes (Refer to Note 1)
Estimated schedule for importation of material:	October 2021
Volume approved/represented by the analyses provided:	Refer to Drawing 1 attached
What is the soil type/description?	Brown Sandy Silt
Soil quality meets the applicable Table 2.1 residential/parkland/ institutional Excess Soil Quality Standards (ESQS):	<ul> <li>Yes, except for the following:</li> <li>1. Several parameters have reported detection limits which are above the corresponding ESQS;</li> <li>2. One sample (TH101-SS2) which has an exceedance of Sodium Adsorption Ratio (SAR)</li> </ul>

Note:

1. Cognizant of the fact that there are no identified APECs on the site, the sampling frequency is considered reasonable.

Based on our review of the Source Site Information, the reported test results meet the applicable ESQSs for residential/parkland/institutional property use in a potable ground water condition as presented in "Rules for Soil Management and Excess Soil Quality Standards", Appendix 1, Table 2.1 **except for the following**:

- 1. Several parameters have reported detection limits that are above the corresponding ESQSs;
- 2. One sample (TH101-SS2) which has an exceedance of Sodium Adsorption Ratio (SAR)



Regarding Item 1, the parameters for which the laboratory analytical detection limit was above the corresponding ESQS, are not identified as Contaminants of Potential Concern (COPCs) for the Source Site; as such, it is unlikely that there are exceedances of these parameters.

Regarding Item 2, elevated SAR is typically attributed to the use and application of de-icing salts for the safety of vehicular or pedestrian traffic under conditions of snow or ice or both. Under O.Reg. 406/19, excess soil quality standards for chemicals (i.e. EC and SAR) in soil resulting solely from the use of a substance for the safety of vehicular or pedestrian traffic applied under conditions of snow or ice or both are deemed to be met if the following criteria are met:

If the soil is to be removed from the Source Site for off-site reuse, the following conditions must be met.

- i. The excess soil is finally placed at one of the following locations:
  - a) where it is reasonable to expect that the soil will be affected by the same chemicals (EC/SAR) as a result of continued application of a substance for the safety of vehicular or pedestrian traffic under conditions of snow or ice;
  - b) at an industrial or commercial property use and to which non-potable standards would be applicable; or
  - c) at least 1.5 metres below the surface of the soil.
- ii. The excess soil is not finally placed at any of the following locations:
  - a) within 30 metres of a waterbody;
  - b) within 100 metres of a potable water well or area with an intended property use that may require a potable water well; or,
  - c) a location that will be used for growing crops or pasturing livestock unless the excess soil is placed 1.5 metres or greater below the soil surface.
- iii. The project leader or operator of the Source Site Project Area has informed the Receiving Site owner or operator that the excess soil is from a location that may be expected to contain chemicals (EC and/or SAR) and, if sampling and analysis has been conducted in accordance with the regulation, the project leader or operator of the Project Area has provided relevant sampling results to the Receiving Site owner or operator, including the soil characterization report if prepared, and identified and communicated any potential risks to surface water and ground water to the receiving Site owner or operator.

As per the regulation, the SAR impacted material is not suitable for reuse at White Rose Residential Subdivision, Phase 3 except if it is placed as subsurface fill (below 1.5 m depth) or is placed within the limits of roadway areas which will be subjected to ongoing application of de-icing salts.

Based on the test results provided, an area of approximately 12,290 m<sup>2</sup> between 0.0 to 3.0 m depth in the south area of the site as shown on the attached Source Site Plan, Drawing 1, is suitable for importation to the White Rose Residential Subdivision, Phase 3 for use as general fill, subject to geotechnical suitability.



An approximate area of 8,850 m<sup>2</sup> in the north area of the site as shown on the attached source Site Plan, Drawing 1, is indicated to be impacted or potentially impacted with salt (EC and/or SAR) and is not suitable for importation to the White Rose Residential Subdivision, Phase 3, except where it can be placed in roadways and/or as subsurface fill, and subject to the placement restrictions outlined in O.Reg. 406/19 as previously discussed. Additional sampling and analytical testing at the Source Site can be undertaken by the Source Site QP to further delineate the extent of the SAR impacts and to refine the quantity estimates.

It should be noted that the soil conditions between and beyond the sampled locations at the Source Site may differ from those encountered during the sampling. PML should be contacted if impacted soil conditions become apparent during excavation and evaluate whether modifications to the conclusions documented in this report are necessary.

PML recommends the excavated material be carefully examined during excavation under the supervision of the Source Site Qualified Professional (QP) to confirm the soil quality meets the findings of this soil sampling and chemical testing report. It is recommended that a tracking system be in place to document the transport of excess soil from the Source Site to the Reuse Site.

It is recommended that the audit sampling of all imported excess soil be carried out to verify that the environmental quality of the excess soil meets the applicable ESQSs. Sampling and analytical testing should be at a minimum frequency of 1 sample for 2,000 m<sup>3</sup>.

This report is subject to the Statement of Limitations that is included with this report (Appendix B) and which must be read in conjunction with the report.

We trust the information presented in this report is sufficient for your present purposes. If you have any questions, please do not hesitate to contact our office.

Sincerely

Peto MacCallum Ltd.

Scott Jeffrey, P.Eng., QP<sub>ESA</sub>, LEED<sub>GA</sub> Senior Associate Regional Manager, Geotechnical and Geoenvironmental Services

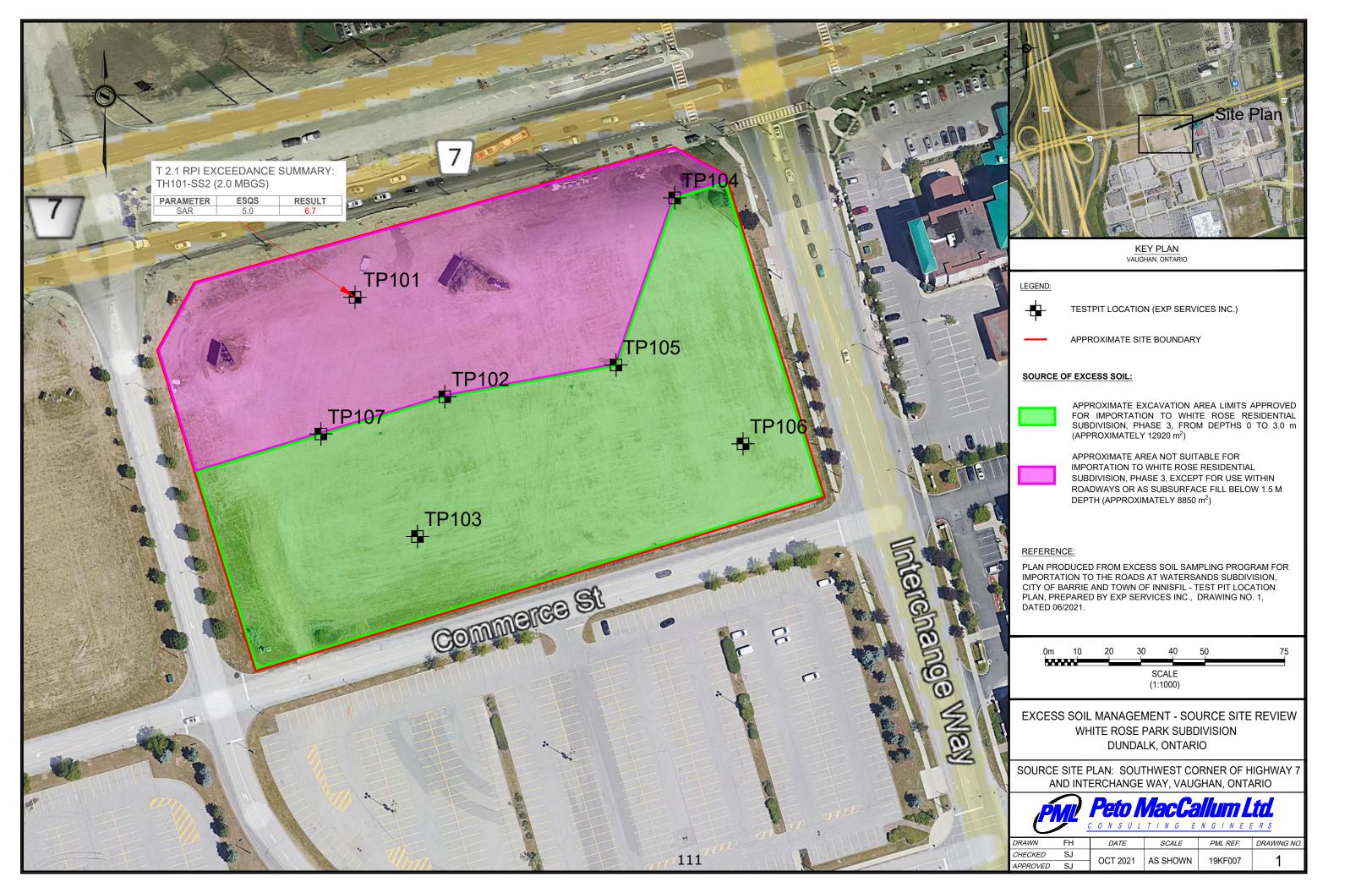
SJ:ld

Enclosure(s): Drawing 1 – Source Site Plan Southwest Corner of Highway 7 and Interchange Way, Vaughan, Ontario Appendix A – Source Site Data Appendix B – Statement of Limitations

Distribution (via email):

1 cc: Domenico De Palma, 257090 Ontario Inc.(dd@whiterosepark.com)

1 cc: Vittorio De Palma, 257090 Ontario Inc. (victor@whterosepark.com)





# APPENDIX A

SOURCE SITE DATA

112



June 21, 2021

ConDrain Company Limited 30 Floral Parkway, Suite 300 Concord, Ontario L4K 4R1

Attention: Mr. Angelo Macchiusi

Re:	GTR-00038035-00	Festival – Highway 7 and Interchange Way, Vaughan
		Excess Soil Sampling Program for Importation to the Roads at Watersands Subdivision,
		City of Barrie and Town of Innisfil

Dear Mr. Macchiusi:

EXP Services Inc. (EXP) was retained by ConDrain Company Limited (Client) to conduct a Soil Sampling Program at the property located at the southwest corner of Highway 7 and Interchange Way, Vaughan, Ontario (thereafter referred to as the "source site"). EXP understands that the Soil Sampling Program was required to determine the soil quality of the material at the source site for potential soil exportation to the reuse site (Roads at Watersands Subdivision, City of Barrie and Town of Innisfil; thereafter referred to as the "reuse site"). Based on EXP's review of a Phase I Environmental Site Assessment (ESA) conducted by Golder Associated in August 2018 (Golder, 2018) from the City of Vaughan website, the site does not contain any areas of potential environmental concern (APECs) and as such, the sampling frequency and methodology was chosen at the discretion of the Qualified Person for Environmental Site Assessment (QPESA) in compliance with Ontario Regulation 406/19 as applicable in the calendar year 2021.

## 1 Scope of Work

EXP collected a total of twelve (12) soil samples from the seven (7) test pits at the source site for commonly found contaminants in soil. Based on a lack of APECs at the source site, the number of samples retrieved was deemed sufficient. Approximately 10,000 m3 of soil is anticipated to be imported to the reuse site.

The soil samples were submitted to Bureau Veritas Labs (BV Labs), an accredited laboratory by the Standards Council of Canada/Canadian Association of Environmental Analytical Laboratories (Accredited Laboratory No.97) in accordance with ISO/IEC 17025:1999 – "General Requirements for the Competence of Testing and Calibration Laboratories" for one or more of the following analysis: Petroleum Hydrocarbons (PHCs), Benzene Toluene Ethylbenzene and Xylenes (BTEX), Metals and Inorganics, and Polycyclic Aromatic Hydrocarbons (PAHs) analysis.

## 2 Assessment Criteria

The assessment criteria, Site Condition Standards, established under subsection 168.4(1) of the Environmental Protection Act. Tabulated generic criteria are provided in "Soil, Ground Water and Sediment Standards for Use Under Part XV.1 of the Environmental Protection Act" ("the SGWS Standards"). The SGWS Standards specify SCS for soil, groundwater and sediment that are tabulated as follows:

Table 1 - applicable to sites where background concentrations must be met (full depth) such as sensitive sites where site-specific criteria have not been derived;

Table 2 - applicable to sites with potable groundwater and full depth restoration;

Table 3 - applicable to sites with non-potable groundwater and full depth restoration;

Table 4 - applicable to sites with potable groundwater and stratified restoration;

Table 5 - applicable to sites with non-potable groundwater and stratified restoration;

Table 6 - applicable to sites with less than 2 m of overburden above bedrock in a potable groundwater condition;

Table 7 - applicable to sites with less than 2 m of overburden above bedrock in non-potable groundwater condition;

Table 8 - applicable to sites within 30 m of a water body in a potable groundwater condition;

Table 9 - applicable to sites within 30 m of a water body in a non-potable groundwater condition

In addition, for the purposes of soil exportation, EXP also compared the analytical results against the generic Excess Soil Quality Standards (ESQS) as established under the Environmental Protection Act and presented in the document MECP "O. Reg 406/19: On-Site and Excess Soil Management" (MECP 2019). Tabulated background ESQS (Table 1) applicable to environmentally sensitive Sites and effects based generic ESQS (Tables 2.1 to 9.1) applicable to non-environmentally sensitive Sites are provided in the accompanying "Rules for Soil Management and Excess Soil Quality Standards" (MECP 2019) document. The effects based ESQS (Tables 2.1 to 9.1) are protective of human health and the environment for different groundwater conditions (potable and non-potable), land use scenarios (residential, parkland, institutional, commercial, industrial, community and agricultural/other), soil texture (coarse or medium/fine) and restoration depth (full or stratified).

Tables 1 to 9.1 of MECP (2019) are summarized as follows:

Table 1 – applicable to sites where background concentrations must be met (full depth), such as sensitive sites where site-specific criteria have not been derived;

Table 2.1 – applicable to sites with potable groundwater and full depth restoration;

- Table 3.1 applicable to sites with non-potable groundwater and full depth restoration;
- Table 4.1 applicable to sites with potable groundwater and stratified restoration;
- Table 5.1 applicable to sites with non-potable groundwater and stratified restoration;
- Table 6.1 applicable to sites with potable groundwater and shallow soils;
- Table 7.1 applicable to sites with non-potable groundwater and shallow soils;
- Table 8.1 applicable to sites with potable groundwater and that are within 30 m of a water body; and,
- Table 9.1 applicable to sites with non-potable groundwater and that are within 30 m of a water body.

°exp

Application of the generic or background ESQS to a specific site is based on a consideration of site conditions related to soil pH (i.e. surface and subsurface soil), thickness and extent of overburden material, (i.e. shallow soil conditions), and proximity to an area of environmental sensitivity or of natural significance.

For the purposes of soil exporation, EXP compared the tested soil samples with Table 2.1 SCS, for Industrial/Commercial/Community (ICC), in a coarse textured soil condition.

# 3 Methodology

The fieldwork of the Soil Sampling Program was conducted on June 7, 2021. Twelves (12) soil samples were collected from seven (7) test pits advanced with a contractor provided excavator at the source site, at approximately 0.3 metres below ground surface (m bgs) to 3.0 m bgs.

EXP staff documented the depth of soil sample collection, the total headspace reading in parts per million using an RKI Eagle 2, and recorded visual or olfactory observations of potential impacts. Dedicated nitrile gloves (i.e., one (1) pair per sample) were used during sample handling. No petroleum-based greases or solvents were used during the sampling program.

The soil samples were submitted for the following analysis: PHCs, BTEX, Metals and Inorganics, and PAHs analysis. No petroleum odor or staining was detected in the soil samples at the time of sampling.

The approximate location of each soil samples is shown on the Soil Sampling Plan (Figure 1) while field observations are summarized below.

Sample ID	Test Pit ID	Headspace Vapour Reading (ppmv)	Depth (m bgs)	Soil Type	Analysis
TH101- SS1	TP101	0	0.3	Brown/Dark Gray Sandy silt	PHCs, BTEX, Metals and Inorganics, and PAHs
TH101- SS2	TP101	0	2.0	Brown Sandy silt	PHCs, BTEX, Metals and Inorganics, and PAHs
TH102- SS1	TP102	0	3.0	Brown Sandy silt	PHCs, BTEX, Metals and Inorganics, and PAHs
TH103- SS1	TP103	0	0.3	Brown Sandy silt	PHCs, BTEX, Metals and Inorganics, and PAHs
TH103- SS2	TP103	0	2.0	Brown Sandy silt	PHCs, BTEX, Metals and Inorganics, and PAHs
TH104- SS1	TP104	0	0.3	Brown Sandy silt with gravel inclusion	PHCs, BTEX, Metals and Inorganics, and PAHs
TH104- SS2	TP104	0	2.0	Brown Sandy silt	PHCs, BTEX, Metals and Inorganics, and PAHs
TH105- SS1	TP105	0	0.3	Brown Sandy silt	PHCs, BTEX, Metals and Inorganics, and PAHs
TH105- SS2	TP105	0	2.0	Brown Sandy silt	PHCs, BTEX, Metals and Inorganics, and PAHs



Sample ID	Test Pit ID	Headspace Vapour Reading (ppmv)	Lenth (m hgs)		Analysis		
TH106- SS1	TP106	10	0.3	Brown Sandy silt	PHCs, BTEX, Metals and Inorganics, and PAHs		
TH106- SS2	TP106	0	2.0	Brown Sandy silt	PHCs, BTEX, Metals and Inorganics, and PAHs		
TH107- SS1	TP107	0	3.0	Brown Sandy silt	PHCs, BTEX, Metals and Inorganics, and PAHs		
TH1050- SS2	Duplicate of TH105-SS2	0	2.0	Brown Sandy silt	PHCs, BTEX, Metals and Inorganics, and PAHs		

# 4 Analytical Results

In accordance with the scope of work, chemical analyses were performed on soil samples recovered at the selected depth. Soil analytical results are summarized, and the Certificates of Analysis are enclosed in Appendix A. The results of the soil samples compare to the applicable SCS are shown below.

Sample IDs	Tables 2.1 ICC SCS									
	РНС	BTEX	Metals and Inorganics	PAHs						
TH101-SS1	Pass	DL* of Benzene above Table 2.1	Pass	Pass						
TH101-SS2	Pass	Pass	Pass	Pass						
TH102-SS1	Pass	Pass	Pass	Pass						
TH103-SS1	Pass	Pass	Pass	Pass						
TH103-SS2	Pass	DL* of Benzene above Table 2.1	Pass	Pass						
TH104-SS1	Pass	Pass	Pass	Pass						
TH104-SS2	Pass	DL* of Benzene above Table 2.1	Pass	Pass						
TH105-SS1	DL* of PHC F1 above Table 2.1 SCS	DLs* of Benzene, Ethylbenzene and Xylenes above Table 2.1	Pass	Pass						
TH105-SS2	Pass	DL* of Benzene above Table 2.1	Pass	Pass						
TH106-SS1	DL* of PHC F1 above Table 2.1 SCS	DLs* of Benzene, Ethylbenzene and Xylenes above Table 2.1	Pass	Pass						
TH106-SS2	Pass	Pass	Pass	Pass						



#### EXP Services Inc. 5

Soil Sampling Program Festival – Highway 7 and Interchange Way, Vaughan GTR-00038035-00 June 21, 2021

Sample IDs	Tables 2.1 ICC SCS									
	РНС	BTEX	Metals and Inorganics	PAHs						
TH107-SS1	Pass	Pass	Pass	Pass						
TH1050-SS2	Pass	DL* of Benzene above Table 2.1	Pass	Pass						

\* DL(s) – Detection Limit(s)

The results indicate the following:

- When compared to Table 2.1 for Industrial/Commercial/Community (ICC) property uses, the analytical results of the tested parameters in the soil samples are within Table 2.1 ICC SCS, with exception of the detection limits of PHC F1, Ethylbenzene and Xylenes in TH105-SS1 and TH106-SS1; and detection limits of benzene in TH101-SS1, TH103-SS2, TH104-SS2, TH105-SS1, TH105-SS2, duplicate sample TH1050-SS2 and TH106-SS1.
- When compared to Tables 2 for Industrial/Commercial/Community (ICC) property uses, the analytical results of the tested parameters in the soil samples are within Table 2 ICC SCS.

The Certificate of Analysis is presented in the Appendix A.

## 5 Conclusion and Recommendations

Based on the findings of the Soil Sampling Program, the following summary can be provided:

- When compared to Tables 2.1 for Industrial/Commercial/Community (ICC) property uses, the analytical results of the tested parameters in the soil samples are within Table 2.1 ICC SCS, with exception of the detection limits of PHC F1, Ethylbenzene and Xylenes in TH105-SS1 and TH106-SS1; and detection limits of benzene in TH101-SS1, TH103-SS2, TH104-SS2, TH105-SS1, TH105-SS2, duplicate sample TH1050-SS2 and TH106-SS1.
- When compared to Tables 2 for Industrial/Commercial/Community (ICC) property uses, the analytical results of the tested parameters in the soil samples are within Table 2 ICC SCS.
- Based on the review of the Phase I ESA by Golder Associates (Golder, 2018) for the source site, there are APECs and no
  potential contaminants of concern (pCOCs) at the source site. In addition, the elevated detection limits are within Table 2
  SCS. Therefore, the elevated detection limit are not considered exceedances in soil, and the material at the source site is
  acceptable for soil exportation to the reuse site.

**EXP** Services Inc.

Samuel Lee, P.Geo. Senior Project Manager Environmental Services

OC.to

Ruxandra Côté, M.E.Sc. Manager - Markham Environmental Services Environmental Services



### Attachments

Figure 1 – Soil Sampling Plan

Appendix A – Certificate of Analysis

## 6 References

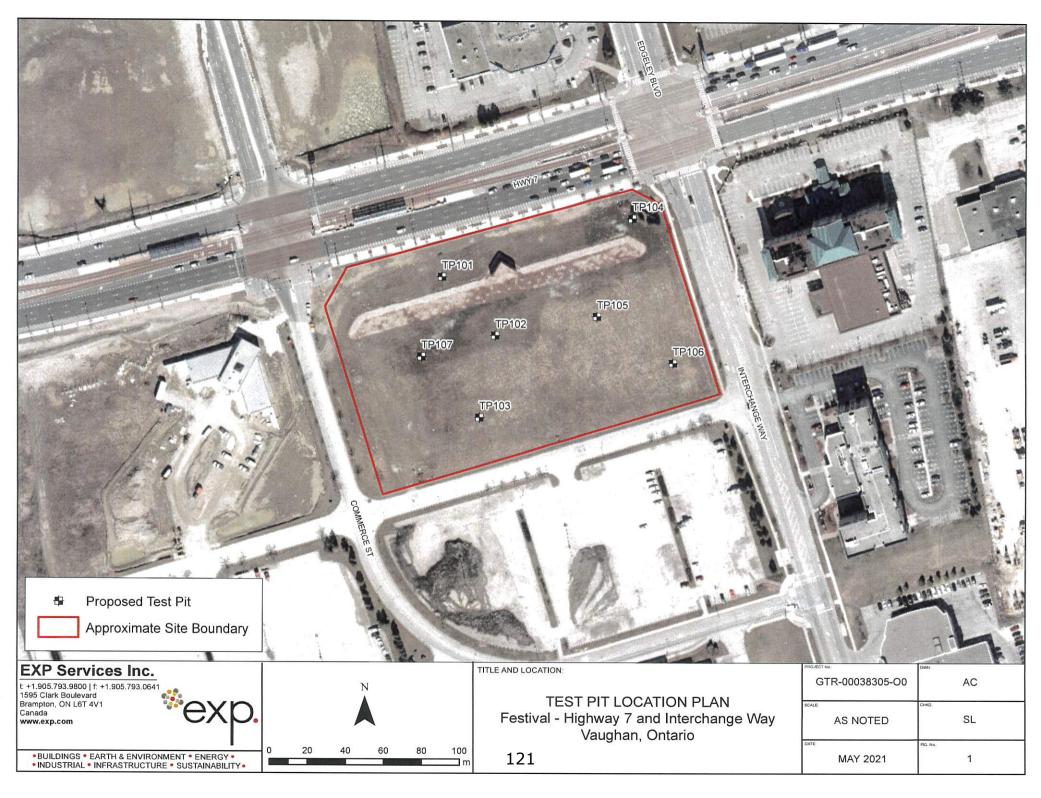
- 1. Ministry of the Environment and Climate Change [MECP] (1996) Guidance on Sampling and Analytical Methods for Use at Contaminated Sites in Ontario. Ontario Ministry of the Environment, December 1996.
- 2. MECP (2011a) Protocol for Analytical Methods Used in the Assessment of Properties under Part XV.1 of the Environmental Protection Act. Ontario Ministry of the Environment, March 2004, amended as of July 1, 2011.
- 3. MECP (2011) Soil, Ground Water and Sediment Standards for Use Under Part XV.1 of the Environmental Protection Act. Ontario Ministry of the Environment, April 15, 20101.
- 4. Ontario Regulation 153/04 and Ontario Regulation 406/19, made under the Environmental Protection Act, May 2004, amended.
- 5. Golder Associates Inc.., Phase One Environmental Site Assessment, Block 3 North, Part of Lot 5, Concession 5, designated as Part 1 on Draft Plan, Vaughan, Ontario, dated August 2018.

EXP Services Inc.

Soil Sampling Program Festival – Highway 7 and Interchange Way, Vaughan GTR-00038035-00 June 21, 2021

Figure 1– Sampling Location Plan





EXP Services Inc.

Soil Sampling Program Festival – Highway 7 and Interchange Way, Vaughan GTR-00038035-00 June 21, 2021

# Appendix A – Certificate of Analysis



Your Project #: GTR-00038305-00 Site Location: Highway 7 and Interchange Way Your C.O.C. #: 830822-01-01, 830822-02-01

#### **Attention: Samuel Lee**

exp Services Inc 220 Commerce Valley Dr W Suite 500 Markham, ON CANADA L3T 0A8

> Report Date: 2021/06/15 Report #: R6677188 Version: 3 - Final

### **CERTIFICATE OF ANALYSIS**

### BV LABS JOB #: C1F6621

#### Received: 2021/06/08, 15:32

Sample Matrix: Soil # Samples Received: 13

		Date	Date		
Analyses	Quantity	Extracted	Analyzed	Laboratory Method	Analytical Method
Methylnaphthalene Sum	13	N/A	2021/06/14	CAM SOP-00301	EPA 8270D m
Hot Water Extractable Boron	11	2021/06/10	2021/06/10	CAM SOP-00408	R153 Ana. Prot. 2011
Hot Water Extractable Boron	2	2021/06/11	2021/06/11	CAM SOP-00408	R153 Ana. Prot. 2011
Free (WAD) Cyanide	10	2021/06/10	2021/06/11	CAM SOP-00457	OMOE E3015 m
Free (WAD) Cyanide	3	2021/06/11	2021/06/11	CAM SOP-00457	OMOE E3015 m
Conductivity	13	2021/06/11	2021/06/11	CAM SOP-00414	OMOE E3530 v1 m
Hexavalent Chromium in Soil by IC (1)	13	2021/06/11	2021/06/11	CAM SOP-00436	EPA 3060/7199 m
Petroleum Hydro. CCME F1 & BTEX in Soil (2)	13	N/A	2021/06/14	CAM SOP-00315	CCME PHC-CWS m
Petroleum Hydrocarbons F2-F4 in Soil (3)	13	2021/06/10	2021/06/11	CAM SOP-00316	CCME CWS m
Acid Extractable Metals by ICPMS	11	2021/06/10	2021/06/11	CAM SOP-00447	EPA 6020B m
Acid Extractable Metals by ICPMS	2	2021/06/11	2021/06/11	CAM SOP-00447	EPA 6020B m
Moisture	13	N/A	2021/06/09	CAM SOP-00445	Carter 2nd ed 51.2 m
PAH Compounds in Soil by GC/MS (SIM)	13	2021/06/10	2021/06/11	CAM SOP-00318	EPA 8270D m
pH CaCl2 EXTRACT	13	2021/06/11	2021/06/11	CAM SOP-00413	EPA 9045 D m
Sodium Adsorption Ratio (SAR)	12	N/A	2021/06/14	CAM SOP-00102	EPA 6010C
Sodium Adsorption Ratio (SAR)	1	N/A	2021/06/15	CAM SOP-00102	EPA 6010C

#### Remarks:

Bureau Veritas is accredited to ISO/IEC 17025 for specific parameters on scopes of accreditation. Unless otherwise noted, procedures used by Bureau Veritas are based upon recognized Provincial, Federal or US method compendia such as CCME, MELCC, EPA, APHA.

All work recorded herein has been done in accordance with procedures and practices ordinarily exercised by professionals in Bureau Veritas' profession using accepted testing methodologies, quality assurance and quality control procedures (except where otherwise agreed by the client and Bureau Veritas in writing). All data is in statistical control and has met quality control and method performance criteria unless otherwise noted. All method blanks are reported; unless indicated otherwise, associated sample data are not blank corrected. Where applicable, unless otherwise noted, Measurement Uncertainty has not been accounted for when stating conformity to the referenced standard.

Bureau Veritas liability is limited to the actual cost of the requested analyses, unless otherwise agreed in writing. There is no other warranty expressed or implied. Bureau Veritas has been retained to provide analysis of samples provided by the Client using the testing methodology referenced in this report. Interpretation and use of test results are the sole responsibility of the Client and are not within the scope of services provided by Bureau Veritas, unless otherwise agreed in writing. Bureau Veritas is not responsible for the accuracy or any data impacts, that result from the information provided by the customer or their agent.

Page 1 of 26

Bureau Veritas Laboratories 6740 Campobello Road, Mississauga, Ontario, LSN 2L8 Tel: (905) 817-5700 Toll-Free: 800-563-6266 Fax: (905) 817-5777 www.bvlabs.com



Your Project #: GTR-00038305-00 Site Location: Highway 7 and Interchange Way Your C.O.C. #: 830822-01-01, 830822-02-01

#### **Attention: Samuel Lee**

exp Services Inc 220 Commerce Valley Dr W Suite 500 Markham, ON CANADA L3T 0A8

> Report Date: 2021/06/15 Report #: R6677188 Version: 3 - Final

## **CERTIFICATE OF ANALYSIS**

#### BV LABS JOB #: C1F6621 Received: 2021/06/08, 15:32

Solid sample results, except biota, are based on dry weight unless otherwise indicated. Organic analyses are not recovery corrected except for isotope dilution methods.

Results relate to samples tested. When sampling is not conducted by Bureau Veritas, results relate to the supplied samples tested.

This Certificate shall not be reproduced except in full, without the written approval of the laboratory.

Reference Method suffix "m" indicates test methods incorporate validated modifications from specific reference methods to improve performance.

\* RPDs calculated using raw data. The rounding of final results may result in the apparent difference.

(1) Soils are reported on a dry weight basis unless otherwise specified.

(2) No lab extraction date is given for F1BTEX & VOC samples that are field preserved with methanol. Extraction date is the date sampled unless otherwise stated.
(3) All CCME PHC results met required criteria unless otherwise stated in the report. The CWS PHC methods employed by Bureau Veritas Laboratories conform to all prescribed elements of the reference method and performance based elements have been validated. All modifications have been validated and proven equivalent following "Alberta Environment's Interpretation of the Reference Method for the Canada-Wide Standard for Petroleum Hydrocarbons in Soil Validation of Performance-Based Alternative Methods September 2003". Documentation is available upon request. Modifications from Reference Method for the Canada-wide Standard for Petroleum Hydrocarbons in Soil-Tier 1 Method: F2/F3/F4 data reported using validated cold solvent extraction instead of Soxhlet extraction.

**Encryption Key** 

Please direct all questions regarding this Certificate of Analysis to your Project Manager. Patricia Legette, Project Manager Email: Patricia.Legette@bureauveritas.com Phone# (905)817-5799

BV Labs has procedures in place to guard against improper use of the electronic signature and have the required "signatories", as per ISO/IEC 17025, signing the reports. For Service Group specific validation please refer to the Validation Signature Page.



BV Labs ID		PTY941		PTY942		PTY943		
Sampling Date		2021/06/07		2021/06/07		2021/06/07		
COC Number		830822-01-01		830822-01-01		830822-01-01		
	UNITS	TH101-SS1	QC Batch	TH101-SS2	QC Batch	TH102-SS1	RDL	QC Batch
Calculated Parameters								
Sodium Adsorption Ratio	N/A	2.7	7397410	6.7	7397410	0.61		7397410
Inorganics								
Conductivity	mS/cm	0.47	7402251	0.34	7402251	0.26	0.002	7402496
Available (CaCl2) pH	pН	7.51	7402672	7.60	7402449	7.84		7402449
WAD Cyanide (Free)	ug/g	<0.01	7400901	<0.01	7402311	<0.01	0.01	7402271
Chromium (VI)	ug/g	<0.18	7402549	<0.18	7402549	<0.18	0.18	7402549
Metals								
Hot Water Ext. Boron (B)	ug/g	0.60	7400861	0.085	7400861	0.10	0.050	7400861
Acid Extractable Antimony (Sb)	ug/g	<0.20	7400759	<0.20	7400759	<0.20	0.20	7400759
Acid Extractable Arsenic (As)	ug/g	2.9	7400759	2.5	7400759	1.9	1.0	7400759
Acid Extractable Barium (Ba)	ug/g	100	7400759	79	7400759	43	0.50	7400759
Acid Extractable Beryllium (Be)	ug/g	0.71	7400759	0.48	7400759	0.25	0.20	7400759
Acid Extractable Boron (B)	ug/g	7.7	7400759	5.4	7400759	<5.0	5.0	7400759
Acid Extractable Cadmium (Cd)	ug/g	0.18	7400759	<0.10	7400759	<0.10	0.10	7400759
Acid Extractable Chromium (Cr)	ug/g	25	7400759	23	7400759	9.9	1.0	7400759
Acid Extractable Cobalt (Co)	ug/g	9.7	7400759	8.4	7400759	4.1	0.10	7400759
Acid Extractable Copper (Cu)	ug/g	20	7400759	18	7400759	8.8	0.50	7400759
Acid Extractable Lead (Pb)	ug/g	15	7400759	8.1	7400759	4.1	1.0	7400759
Acid Extractable Molybdenum (Mo)	ug/g	<0.50	7400759	<0.50	7400759	<0.50	0.50	7400759
Acid Extractable Nickel (Ni)	ug/g	22	7400759	20	7400759	8.3	0.50	7400759
Acid Extractable Selenium (Se)	ug/g	<0.50	7400759	<0.50	7400759	<0.50	0.50	7400759
Acid Extractable Silver (Ag)	ug/g	<0.20	7400759	<0.20	7400759	<0.20	0.20	7400759
Acid Extractable Thallium (Tl)	ug/g	0.17	7400759	0.13	7400759	0.067	0.050	7400759
Acid Extractable Uranium (U)	ug/g	0.58	7400759	0.57	7400759	0.36	0.050	7400759
Acid Extractable Vanadium (V)	ug/g	35	7400759	28	7400759	16	5.0	7400759
Acid Extractable Zinc (Zn)	ug/g	59	7400759	36	7400759	24	5.0	7400759
Acid Extractable Mercury (Hg)	ug/g	<0.050	7400759	<0.050	7400759	<0.050	0.050	7400759
RDL = Reportable Detection Limit								
QC Batch = Quality Control Batch								



BV Labs ID		PTY944		PTY945		PTY946		
Sampling Date		2021/06/07		2021/06/07		2021/06/07		
COC Number		830822-01-01		830822-01-01		830822-01-01		
	UNITS	TH103-SS1	QC Batch	TH103-SS2	QC Batch	TH104-SS1	RDL	QC Batch
Calculated Parameters								
Sodium Adsorption Ratio	N/A	0.61	7397410	0.48	7397410	1.8		7397410
Inorganics		•						
Conductivity	mS/cm	0.20	7402496	0.22	7402251	0.34	0.002	7402789
Available (CaCl2) pH	pН	7.70	7402449	7.70	7402449	7.66		7402449
WAD Cyanide (Free)	ug/g	<0.01	7401173	<0.01	7400901	<0.01	0.01	7400901
Chromium (VI)	ug/g	<0.18	7402549	<0.18	7402549	<0.18	0.18	7402549
Metals								
Hot Water Ext. Boron (B)	ug/g	0.11	7400861	0.14	7400861	0.15	0.050	7402565
Acid Extractable Antimony (Sb)	ug/g	<0.20	7400759	<0.20	7400759	<0.20	0.20	7402396
Acid Extractable Arsenic (As)	ug/g	1.9	7400759	2.9	7400759	2.8	1.0	7402396
Acid Extractable Barium (Ba)	ug/g	76	7400759	99	7400759	77	0.50	7402396
Acid Extractable Beryllium (Be)	ug/g	0.46	7400759	0.66	7400759	0.65	0.20	7402396
Acid Extractable Boron (B)	ug/g	6.4	7400759	10	7400759	7.0	5.0	7402396
Acid Extractable Cadmium (Cd)	ug/g	0.12	7400759	<0.10	7400759	0.11	0.10	7402396
Acid Extractable Chromium (Cr)	ug/g	18	7400759	25	7400759	24	1.0	7402396
Acid Extractable Cobalt (Co)	ug/g	6.9	7400759	9.8	7400759	9.2	0.10	7402396
Acid Extractable Copper (Cu)	ug/g	15	7400759	19	7400759	18	0.50	7402396
Acid Extractable Lead (Pb)	ug/g	7.7	7400759	10	7400759	11	1.0	7402396
Acid Extractable Molybdenum (Mo)	ug/g	<0.50	7400759	<0.50	7400759	<0.50	0.50	7402396
Acid Extractable Nickel (Ni)	ug/g	16	7400759	24	7400759	23	0.50	7402396
Acid Extractable Selenium (Se)	ug/g	<0.50	7400759	<0.50	7400759	<0.50	0.50	7402396
Acid Extractable Silver (Ag)	ug/g	<0.20	7400759	<0.20	7400759	<0.20	0.20	7402396
Acid Extractable Thallium (Tl)	ug/g	0.14	7400759	0.20	7400759	0.17	0.050	7402396
Acid Extractable Uranium (U)	ug/g	0.50	7400759	0.59	7400759	0.55	0.050	7402396
Acid Extractable Vanadium (V)	ug/g	25	7400759	32	7400759	33	5.0	7402396
Acid Extractable Zinc (Zn)	ug/g	38	7400759	51	7400759	45	5.0	7402396
Acid Extractable Mercury (Hg)	ug/g	<0.050	7400759	<0.050	7400759	<0.050	0.050	7402396
RDL = Reportable Detection Limit QC Batch = Quality Control Batch								



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BV Labs ID		PTY947		PTY948		PTY949		
Sampling Date		2021/06/07		2021/06/07		2021/06/07		
COC Number		830822-01-01		830822-01-01		830822-01-01		
	UNITS	TH104-SS2	QC Batch	TH105-SS1	QC Batch	TH105-SS2	RDL	QC Batch
Calculated Parameters								
Sodium Adsorption Ratio	N/A	0.54	7397410	0.55	7397410	0.55		7397410
Inorganics								
Conductivity	mS/cm	0.47	7402251	0.25	7402251	0.24	0.002	7402251
Available (CaCl2) pH	pН	7.69	7402449	7.62	7402449	7.67		7402449
WAD Cyanide (Free)	ug/g	<0.01	7400901	<0.01	7402271	<0.01	0.01	7400901
Chromium (VI)	ug/g	<0.18	7402549	<0.18	7402549	<0.18	0.18	7402549
Metals								
Hot Water Ext. Boron (B)	ug/g	0.055	7400861	<0.050	7400861	0.081	0.050	7400861
Acid Extractable Antimony (Sb)	ug/g	<0.20	7400759	<0.20	7400759	<0.20	0.20	7400759
Acid Extractable Arsenic (As)	ug/g	3.0	7400759	1.9	7400759	3.0	1.0	7400759
Acid Extractable Barium (Ba)	ug/g	71	7400759	62	7400759	75	0.50	7400759
Acid Extractable Beryllium (Be)	ug/g	0.53	7400759	0.44	7400759	0.42	0.20	7400759
Acid Extractable Boron (B)	ug/g	6.6	7400759	6.0	7400759	6.9	5.0	7400759
Acid Extractable Cadmium (Cd)	ug/g	<0.10	7400759	0.13	7400759	<0.10	0.10	7400759
Acid Extractable Chromium (Cr)	ug/g	18	7400759	17	7400759	18	1.0	7400759
Acid Extractable Cobalt (Co)	ug/g	9.4	7400759	6.5	7400759	6.8	0.10	7400759
Acid Extractable Copper (Cu)	ug/g	21	7400759	15	7400759	16	0.50	7400759
Acid Extractable Lead (Pb)	ug/g	13	7400759	7.4	7400759	8.7	1.0	7400759
Acid Extractable Molybdenum (Mo)	ug/g	0.80	7400759	<0.50	7400759	<0.50	0.50	7400759
Acid Extractable Nickel (Ni)	ug/g	24	7400759	15	7400759	16	0.50	7400759
Acid Extractable Selenium (Se)	ug/g	<0.50	7400759	<0.50	7400759	<0.50	0.50	7400759
Acid Extractable Silver (Ag)	ug/g	<0.20	7400759	<0.20	7400759	<0.20	0.20	7400759
Acid Extractable Thallium (Tl)	ug/g	0.17	7400759	0.11	7400759	0.12	0.050	7400759
Acid Extractable Uranium (U)	ug/g	0.69	7400759	0.48	7400759	0.57	0.050	7400759
Acid Extractable Vanadium (V)	ug/g	24	7400759	23	7400759	23	5.0	7400759
Acid Extractable Zinc (Zn)	ug/g	42	7400759	40	7400759	33	5.0	7400759
Acid Extractable Mercury (Hg)	ug/g	<0.050	7400759	<0.050	7400759	<0.050	0.050	7400759
RDL = Reportable Detection Limit QC Batch = Quality Control Batch								



## **O.REG 153 METALS & INORGANICS PKG (SOIL)**

BV Labs ID		PTY949			PTY950			PTY950		
Sampling Date		2021/06/07			2021/06/07			2021/06/07		
COC Number		830822-01-01			830822-01-01			830822-01-01		
	UNITS	TH105-SS2 Lab-Dup	RDL	QC Batch	TH1050-SS2	RDL	QC Batch	TH1050-SS2 Lab-Dup	RDL	QC Batch
Calculated Parameters										
Sodium Adsorption Ratio	N/A				0.41		7397410			
Inorganics										
Conductivity	mS/cm				0.23	0.002	7402496	0.26	0.002	7402496
Available (CaCl2) pH	pН				7.71		7402449			
WAD Cyanide (Free)	ug/g				<0.01	0.01	7400901			
Chromium (VI)	ug/g				<0.18	0.18	7402549			
Metals										
Hot Water Ext. Boron (B)	ug/g	0.088	0.050	7400861	<0.050	0.050	7400861			
Acid Extractable Antimony (Sb)	ug/g				<0.20	0.20	7400759			
Acid Extractable Arsenic (As)	ug/g				2.2	1.0	7400759			
Acid Extractable Barium (Ba)	ug/g				87	0.50	7400759			
Acid Extractable Beryllium (Be)	ug/g				0.47	0.20	7400759			
Acid Extractable Boron (B)	ug/g				6.7	5.0	7400759			
Acid Extractable Cadmium (Cd)	ug/g				0.12	0.10	7400759			
Acid Extractable Chromium (Cr)	ug/g				19	1.0	7400759			
Acid Extractable Cobalt (Co)	ug/g				8.5	0.10	7400759			
Acid Extractable Copper (Cu)	ug/g				17	0.50	7400759			
Acid Extractable Lead (Pb)	ug/g				8.5	1.0	7400759			
Acid Extractable Molybdenum (Mo)	ug/g				<0.50	0.50	7400759			
Acid Extractable Nickel (Ni)	ug/g				20	0.50	7400759			
Acid Extractable Selenium (Se)	ug/g				<0.50	0.50	7400759			
Acid Extractable Silver (Ag)	ug/g				<0.20	0.20	7400759			
Acid Extractable Thallium (Tl)	ug/g				0.14	0.050	7400759			
Acid Extractable Uranium (U)	ug/g				0.54	0.050	7400759			
Acid Extractable Vanadium (V)	ug/g				26	5.0	7400759			
Acid Extractable Zinc (Zn)	ug/g				40	5.0	7400759			
Acid Extractable Mercury (Hg)	ug/g				<0.050	0.050	7400759			
RDL = Reportable Detection Limit				-						

QC Batch = Quality Control Batch

Lab-Dup = Laboratory Initiated Duplicate



BV Labs ID		PTY951		PTY952		PTY953		
Sampling Date		2021/06/07		2021/06/07		2021/06/07		
COC Number		830822-02-01		830822-02-01		830822-02-01		
	UNITS	TH106-SS1	QC Batch	TH106-SS2	QC Batch	TH107-SS1	RDL	QC Batch
Calculated Parameters								
Sodium Adsorption Ratio	N/A	1.0	7397410	0.46	7397410	1.4		7397410
Inorganics								
Conductivity	mS/cm	0.20	7402500	0.17	7402262	0.36	0.002	7402496
Available (CaCl2) pH	pН	7.48	7402449	7.73	7402449	7.65		7402449
WAD Cyanide (Free)	ug/g	<0.01	7400901	<0.01	7400901	<0.01	0.01	7400901
Chromium (VI)	ug/g	<0.18	7402549	<0.18	7402549	<0.18	0.18	7402276
Metals								
Hot Water Ext. Boron (B)	ug/g	0.18	7402344	<0.050	7400861	0.11	0.050	7400861
Acid Extractable Antimony (Sb)	ug/g	<0.20	7402396	<0.20	7400759	<0.20	0.20	7400759
Acid Extractable Arsenic (As)	ug/g	3.0	7402396	2.3	7400759	2.1	1.0	7400759
Acid Extractable Barium (Ba)	ug/g	140	7402396	66	7400759	59	0.50	7400759
Acid Extractable Beryllium (Be)	ug/g	0.83	7402396	0.39	7400759	0.42	0.20	7400759
Acid Extractable Boron (B)	ug/g	9.3	7402396	6.1	7400759	6.4	5.0	7400759
Acid Extractable Cadmium (Cd)	ug/g	0.15	7402396	0.11	7400759	<0.10	0.10	7400759
Acid Extractable Chromium (Cr)	ug/g	29	7402396	15	7400759	16	1.0	7400759
Acid Extractable Cobalt (Co)	ug/g	12	7402396	6.5	7400759	7.2	0.10	7400759
Acid Extractable Copper (Cu)	ug/g	23	7402396	14	7400759	16	0.50	7400759
Acid Extractable Lead (Pb)	ug/g	11	7402396	6.7	7400759	7.0	1.0	7400759
Acid Extractable Molybdenum (Mo)	ug/g	<0.50	7402396	<0.50	7400759	<0.50	0.50	7400759
Acid Extractable Nickel (Ni)	ug/g	27	7402396	15	7400759	17	0.50	7400759
Acid Extractable Selenium (Se)	ug/g	<0.50	7402396	<0.50	7400759	<0.50	0.50	7400759
Acid Extractable Silver (Ag)	ug/g	<0.20	7402396	<0.20	7400759	<0.20	0.20	7400759
Acid Extractable Thallium (Tl)	ug/g	0.18	7402396	0.13	7400759	0.13	0.050	7400759
Acid Extractable Uranium (U)	ug/g	0.62	7402396	0.51	7400759	0.49	0.050	7400759
Acid Extractable Vanadium (V)	ug/g	39	7402396	22	7400759	24	5.0	7400759
Acid Extractable Zinc (Zn)	ug/g	55	7402396	37	7400759	38	5.0	7400759
Acid Extractable Mercury (Hg)	ug/g	<0.050	7402396	<0.050	7400759	<0.050	0.050	7400759
RDL = Reportable Detection Limit QC Batch = Quality Control Batch								



## O.REG 153 PAHS (SOIL)

BV Labs ID		PTY941	PTY942	PTY943	PTY944			PTY944		
Sampling Date		2021/06/07	2021/06/07	2021/06/07	2021/06/07			2021/06/07		
COC Number		830822-01-01	830822-01-01	830822-01-01	830822-01-01			830822-01-01		
	UNITS	TH101-SS1	TH101-SS2	TH102-SS1	TH103-SS1	RDL	QC Batch	TH103-SS1 Lab-Dup	RDL	QC Batch
Calculated Parameters										
Methylnaphthalene, 2-(1-)	ug/g	<0.0071	<0.0071	<0.0071	<0.0071	0.0071	7397411			
Polyaromatic Hydrocarbons				÷						
Acenaphthene	ug/g	<0.0050	<0.0050	<0.0050	<0.0050	0.0050	7401346	<0.0050	0.0050	7401346
Acenaphthylene	ug/g	<0.0050	<0.0050	<0.0050	<0.0050	0.0050	7401346	<0.0050	0.0050	7401346
Anthracene	ug/g	<0.0050	<0.0050	<0.0050	<0.0050	0.0050	7401346	<0.0050	0.0050	7401346
Benzo(a)anthracene	ug/g	<0.0050	<0.0050	<0.0050	<0.0050	0.0050	7401346	<0.0050	0.0050	7401346
Benzo(a)pyrene	ug/g	<0.0050	<0.0050	<0.0050	<0.0050	0.0050	7401346	<0.0050	0.0050	7401346
Benzo(b/j)fluoranthene	ug/g	0.0082	<0.0050	<0.0050	<0.0050	0.0050	7401346	<0.0050	0.0050	7401346
Benzo(g,h,i)perylene	ug/g	<0.0050	<0.0050	<0.0050	<0.0050	0.0050	7401346	<0.0050	0.0050	7401346
Benzo(k)fluoranthene	ug/g	<0.0050	<0.0050	<0.0050	<0.0050	0.0050	7401346	<0.0050	0.0050	7401346
Chrysene	ug/g	<0.0050	<0.0050	<0.0050	<0.0050	0.0050	7401346	<0.0050	0.0050	7401346
Dibenzo(a,h)anthracene	ug/g	<0.0050	<0.0050	<0.0050	<0.0050	0.0050	7401346	<0.0050	0.0050	7401346
Fluoranthene	ug/g	0.0075	<0.0050	<0.0050	<0.0050	0.0050	7401346	<0.0050	0.0050	7401346
Fluorene	ug/g	<0.0050	<0.0050	<0.0050	<0.0050	0.0050	7401346	<0.0050	0.0050	7401346
Indeno(1,2,3-cd)pyrene	ug/g	<0.0050	<0.0050	<0.0050	<0.0050	0.0050	7401346	<0.0050	0.0050	7401346
1-Methylnaphthalene	ug/g	<0.0050	<0.0050	<0.0050	<0.0050	0.0050	7401346	<0.0050	0.0050	7401346
2-Methylnaphthalene	ug/g	<0.0050	<0.0050	<0.0050	<0.0050	0.0050	7401346	<0.0050	0.0050	7401346
Naphthalene	ug/g	<0.0050	<0.0050	<0.0050	<0.0050	0.0050	7401346	<0.0050	0.0050	7401346
Phenanthrene	ug/g	<0.0050	<0.0050	<0.0050	<0.0050	0.0050	7401346	<0.0050	0.0050	7401346
Pyrene	ug/g	0.0060	<0.0050	<0.0050	<0.0050	0.0050	7401346	<0.0050	0.0050	7401346
Surrogate Recovery (%)										
D10-Anthracene	%	90	90	90	90		7401346	84		7401346
D14-Terphenyl (FS)	%	88	88	88	89		7401346	84		7401346
D8-Acenaphthylene	%	91	85	87	89		7401346	80		7401346
RDL = Reportable Detection Li QC Batch = Quality Control Ba										
Lab-Dup = Laboratory Initiated	d Duplic	ate								



## **O.REG 153 PAHS (SOIL)**

BV Labs ID		PTY945	PTY946	PTY947	PTY948	PTY949	PTY950		
Sampling Date		2021/06/07	2021/06/07	2021/06/07	2021/06/07	2021/06/07	2021/06/07		
COC Number		830822-01-01	830822-01-01	830822-01-01	830822-01-01	830822-01-01	830822-01-01		
	UNITS	TH103-SS2	TH104-SS1	TH104-SS2	TH105-SS1	TH105-SS2	TH1050-SS2	RDL	QC Batch
Calculated Parameters									
Methylnaphthalene, 2-(1-)	ug/g	<0.0071	<0.0071	<0.0071	<0.0071	<0.0071	<0.0071	0.0071	7397411
Polyaromatic Hydrocarbons									
Acenaphthene	ug/g	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	0.0050	7401346
Acenaphthylene	ug/g	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	0.0050	7401346
Anthracene	ug/g	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	0.0050	7401346
Benzo(a)anthracene	ug/g	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	0.0050	7401346
Benzo(a)pyrene	ug/g	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	0.0050	7401346
Benzo(b/j)fluoranthene	ug/g	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	0.0050	7401346
Benzo(g,h,i)perylene	ug/g	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	0.0050	7401346
Benzo(k)fluoranthene	ug/g	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	0.0050	7401346
Chrysene	ug/g	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	0.0050	7401346
Dibenzo(a,h)anthracene	ug/g	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	0.0050	7401346
Fluoranthene	ug/g	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	0.0050	7401346
Fluorene	ug/g	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	0.0050	7401346
Indeno(1,2,3-cd)pyrene	ug/g	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	0.0050	7401346
1-Methylnaphthalene	ug/g	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	0.0050	7401346
2-Methylnaphthalene	ug/g	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	0.0050	7401346
Naphthalene	ug/g	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	0.0050	7401346
Phenanthrene	ug/g	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	0.0050	7401346
Pyrene	ug/g	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	0.0050	7401346
Surrogate Recovery (%)									
D10-Anthracene	%	90	92	90	91	88	91		7401346
D14-Terphenyl (FS)	%	87	89	87	87	88	89		7401346
D8-Acenaphthylene	%	86	90	87	89	87	85		7401346
RDL = Reportable Detection L									
QC Batch = Quality Control Ba	atch								

## O.REG 153 PAHS (SOIL)

BV Labs ID		PTY951	PTY952	PTY953		
Sampling Date		2021/06/07	2021/06/07	2021/06/07		
COC Number		830822-02-01	830822-02-01	830822-02-01		
	UNITS	TH106-SS1	TH106-SS2	TH107-SS1	RDL	QC Batch
Calculated Parameters						
Methylnaphthalene, 2-(1-)	ug/g	<0.0071	<0.0071	<0.0071	0.0071	7397411
Polyaromatic Hydrocarbons			<b>A</b>			
Acenaphthene	ug/g	<0.0050	<0.0050	<0.0050	0.0050	7401346
Acenaphthylene	ug/g	<0.0050	<0.0050	<0.0050	0.0050	7401346
Anthracene	ug/g	<0.0050	<0.0050	<0.0050	0.0050	7401346
Benzo(a)anthracene	ug/g	<0.0050	<0.0050	<0.0050	0.0050	7401346
Benzo(a)pyrene	ug/g	<0.0050	<0.0050	<0.0050	0.0050	7401346
Benzo(b/j)fluoranthene	ug/g	<0.0050	<0.0050	<0.0050	0.0050	7401346
Benzo(g,h,i)perylene	ug/g	<0.0050	<0.0050	<0.0050	0.0050	7401346
Benzo(k)fluoranthene	ug/g	<0.0050	<0.0050	<0.0050	0.0050	7401346
Chrysene	ug/g	<0.0050	<0.0050	<0.0050	0.0050	7401346
Dibenzo(a,h)anthracene	ug/g	<0.0050	<0.0050	<0.0050	0.0050	7401346
Fluoranthene	ug/g	<0.0050	<0.0050	<0.0050	0.0050	7401346
Fluorene	ug/g	<0.0050	<0.0050	<0.0050	0.0050	7401346
Indeno(1,2,3-cd)pyrene	ug/g	<0.0050	<0.0050	<0.0050	0.0050	7401346
1-Methylnaphthalene	ug/g	<0.0050	<0.0050	<0.0050	0.0050	7401346
2-Methylnaphthalene	ug/g	<0.0050	<0.0050	<0.0050	0.0050	7401346
Naphthalene	ug/g	<0.0050	<0.0050	<0.0050	0.0050	7401346
Phenanthrene	ug/g	<0.0050	<0.0050	<0.0050	0.0050	7401346
Pyrene	ug/g	<0.0050	<0.0050	<0.0050	0.0050	7401346
Surrogate Recovery (%)						
D10-Anthracene	%	88	90	93		7401346
D14-Terphenyl (FS)	%	87	86	92		7401346
D8-Acenaphthylene	%	82	85	86		7401346
RDL = Reportable Detection L QC Batch = Quality Control Ba						

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## O.REG 153 PHCS, BTEX/F1-F4 (SOIL)

BV Labs ID		PTY941		PTY942			PTY942		
Sampling Date		2021/06/07		2021/06/07			2021/06/07		
COC Number		830822-01-01		830822-01-01			830822-01-01		
	UNITS	TH101-SS1	RDL	TH101-SS2	RDL	QC Batch	TH101-SS2 Lab-Dup	RDL	QC Batch
Inorganics									
Moisture	%	15	1.0	16	1.0	7398952			
BTEX & F1 Hydrocarbons									
Benzene	ug/g	<0.040	0.040	<0.020	0.020	7405071	<0.020	0.020	7405071
Toluene	ug/g	<0.040	0.040	<0.020	0.020	7405071	<0.020	0.020	7405071
Ethylbenzene	ug/g	<0.040	0.040	<0.020	0.020	7405071	<0.020	0.020	7405071
o-Xylene	ug/g	<0.040	0.040	<0.020	0.020	7405071	<0.020	0.020	7405071
p+m-Xylene	ug/g	<0.080	0.080	<0.040	0.040	7405071	<0.040	0.040	7405071
Total Xylenes	ug/g	<0.080	0.080	<0.040	0.040	7405071	<0.040	0.040	7405071
F1 (C6-C10)	ug/g	<20	20	<10	10	7405071	<10	10	7405071
F1 (C6-C10) - BTEX	ug/g	<20	20	<10	10	7405071	<10	10	7405071
F2-F4 Hydrocarbons									
F2 (C10-C16 Hydrocarbons)	ug/g	<10	10	<10	10	7401302			
F3 (C16-C34 Hydrocarbons)	ug/g	<50	50	<50	50	7401302			
F4 (C34-C50 Hydrocarbons)	ug/g	<50	50	<50	50	7401302			
Reached Baseline at C50	ug/g	Yes		Yes		7401302			
Surrogate Recovery (%)									
1,4-Difluorobenzene	%	99		99		7405071	98		7405071
4-Bromofluorobenzene	%	93		95		7405071	95		7405071
D10-o-Xylene	%	80		89		7405071	92		7405071
D4-1,2-Dichloroethane	%	89		89		7405071	90		7405071
o-Terphenyl	%	97		95		7401302			
RDL = Reportable Detection L	imit								
QC Batch = Quality Control Ba									
Lab-Dup = Laboratory Initiate	d Duplic	ate							

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## O.REG 153 PHCS, BTEX/F1-F4 (SOIL)

BV Labs ID		PTY943	PTY944		PTY945		PTY946		PTY947		
Sampling Date		2021/06/07	2021/06/07		2021/06/07		2021/06/07		2021/06/07		
COC Number		830822-01-01	830822-01-01		830822-01-01		830822-01-01		830822-01-01		
	UNITS	TH102-SS1	TH103-SS1	RDL	TH103-SS2	RDL	TH104-SS1	RDL	TH104-SS2	RDL	QC Batch
Inorganics											
Moisture	%	7.8	10	1.0	14	1.0	11	1.0	17	1.0	7398952
BTEX & F1 Hydrocarbons											
Benzene	ug/g	<0.020	<0.020	0.020	<0.040	0.040	<0.020	0.020	<0.040	0.040	7405071
Toluene	ug/g	<0.020	<0.020	0.020	<0.040	0.040	<0.020	0.020	<0.040	0.040	7405071
Ethylbenzene	ug/g	<0.020	<0.020	0.020	<0.040	0.040	<0.020	0.020	<0.040	0.040	7405071
o-Xylene	ug/g	<0.020	<0.020	0.020	<0.040	0.040	<0.020	0.020	<0.040	0.040	7405071
p+m-Xylene	ug/g	<0.040	<0.040	0.040	<0.080	0.080	<0.040	0.040	<0.080	0.080	7405071
Total Xylenes	ug/g	<0.040	<0.040	0.040	<0.080	0.080	<0.040	0.040	<0.080	0.080	7405071
F1 (C6-C10)	ug/g	<10	<10	10	<20	20	<10	10	<20	20	7405071
F1 (C6-C10) - BTEX	ug/g	<10	<10	10	<20	20	<10	10	<20	20	7405071
F2-F4 Hydrocarbons											
F2 (C10-C16 Hydrocarbons)	ug/g	<10	<10	10	<10	10	<10	10	<10	10	7401302
F3 (C16-C34 Hydrocarbons)	ug/g	<50	<50	50	<50	50	<50	50	<50	50	7401302
F4 (C34-C50 Hydrocarbons)	ug/g	<50	<50	50	<50	50	<50	50	<50	50	7401302
Reached Baseline at C50	ug/g	Yes	Yes		Yes		Yes		Yes		7401302
Surrogate Recovery (%)											
1,4-Difluorobenzene	%	101	99		99		99		100		7405071
4-Bromofluorobenzene	%	94	92		93		93		94		7405071
D10-o-Xylene	%	93	90		89		89		87		7405071
D4-1,2-Dichloroethane	%	91	93		91		91		93		7405071
o-Terphenyl	%	98	97		100		96		96		7401302
RDL = Reportable Detection L	imit										
QC Batch = Quality Control Ba	itch										

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## O.REG 153 PHCS, BTEX/F1-F4 (SOIL)

BV Labs ID		PTY948		PTY949	PTY950		PTY951		PTY952		
Sampling Date		2021/06/07		2021/06/07	2021/06/07		2021/06/07		2021/06/07		
COC Number		830822-01-01		830822-01-01	830822-01-01		830822-02-01		830822-02-01		
	UNITS	TH105-SS1	RDL	TH105-SS2	TH1050-SS2	RDL	TH106-SS1	RDL	TH106-SS2	RDL	QC Batch
Inorganics											
Moisture	%	11	1.0	14	16	1.0	28	1.0	11	1.0	7398952
BTEX & F1 Hydrocarbons											
Benzene	ug/g	<0.060	0.060	<0.040	<0.040	0.040	<0.060	0.060	<0.020	0.020	7405071
Toluene	ug/g	<0.060	0.060	<0.040	<0.040	0.040	<0.060	0.060	<0.020	0.020	7405071
Ethylbenzene	ug/g	<0.060	0.060	<0.040	<0.040	0.040	<0.060	0.060	<0.020	0.020	7405071
o-Xylene	ug/g	<0.060	0.060	<0.040	<0.040	0.040	<0.060	0.060	<0.020	0.020	7405071
p+m-Xylene	ug/g	<0.12	0.12	<0.080	<0.080	0.080	<0.12	0.12	<0.040	0.040	7405071
Total Xylenes	ug/g	<0.12	0.12	<0.080	<0.080	0.080	<0.12	0.12	<0.040	0.040	7405071
F1 (C6-C10)	ug/g	<30	30	<20	<20	20	<30	30	<10	10	7405071
F1 (C6-C10) - BTEX	ug/g	<30	30	<20	<20	20	<30	30	<10	10	7405071
F2-F4 Hydrocarbons											
F2 (C10-C16 Hydrocarbons)	ug/g	<10	10	<10	<10	10	<10	10	<10	10	7401302
F3 (C16-C34 Hydrocarbons)	ug/g	<50	50	<50	<50	50	<50	50	<50	50	7401302
F4 (C34-C50 Hydrocarbons)	ug/g	<50	50	<50	<50	50	<50	50	<50	50	7401302
Reached Baseline at C50	ug/g	Yes	-	Yes	Yes		Yes		Yes		7401302
Surrogate Recovery (%)											
1,4-Difluorobenzene	%	98		100	99		99		101		7405071
4-Bromofluorobenzene	%	93		93	93		91		95		7405071
D10-o-Xylene	%	82		93	89		97		101		7405071
D4-1,2-Dichloroethane	%	90		90	90		89		90		7405071
o-Terphenyl	%	99		93	97		100		99		7401302
RDL = Reportable Detection L QC Batch = Quality Control Ba											

QC Batch = Quality Control Batch



## O.REG 153 PHCS, BTEX/F1-F4 (SOIL)

BV Labs ID		PTY953		
Sampling Date		2021/06/07		
COC Number		830822-02-01		
	UNITS	TH107-SS1	RDL	QC Batch
Inorganics				
Moisture	%	14	1.0	7398952
BTEX & F1 Hydrocarbons				
Benzene	ug/g	<0.020	0.020	7405071
Toluene	ug/g	<0.020	0.020	7405071
Ethylbenzene	ug/g	<0.020	0.020	7405071
o-Xylene	ug/g	<0.020	0.020	7405071
p+m-Xylene	ug/g	<0.040	0.040	7405071
Total Xylenes	ug/g	<0.040	0.040	7405071
F1 (C6-C10)	ug/g	<10	10	7405071
F1 (C6-C10) - BTEX	ug/g	<10	10	7405071
F2-F4 Hydrocarbons				
F2 (C10-C16 Hydrocarbons)	ug/g	<10	10	7401302
F3 (C16-C34 Hydrocarbons)	ug/g	<50	50	7401302
F4 (C34-C50 Hydrocarbons)	ug/g	<50	50	7401302
Reached Baseline at C50	ug/g	Yes		7401302
Surrogate Recovery (%)				
1,4-Difluorobenzene	%	100		7405071
4-Bromofluorobenzene	%	93		7405071
D10-o-Xylene	%	96		7405071
D4-1,2-Dichloroethane	%	90		7405071
o-Terphenyl	%	98		7401302
RDL = Reportable Detection L	imit			
QC Batch = Quality Control Ba	atch			

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#### **TEST SUMMARY**

BV Labs ID: PTY941 Sample ID: TH101-SS1 Matrix: Soil

Collected: 2021/06/07 Shipped: Received: 2021/06/08

Test Description	Instrumentation	Batch	Extracted	Date Analyzed	Analyst
Methylnaphthalene Sum	CALC	7397411	N/A	2021/06/14	Automated Statchk
Hot Water Extractable Boron	ICP	7400861	2021/06/10	2021/06/10	Medhat Nasr
Free (WAD) Cyanide	TECH	7400901	2021/06/10	2021/06/11	Louise Harding
Conductivity	AT	7402251	2021/06/11	2021/06/11	Khushbu Vijay kumar Patel
Hexavalent Chromium in Soil by IC	IC/SPEC	7402549	2021/06/11	2021/06/11	Violeta Porcila
Petroleum Hydro. CCME F1 & BTEX in Soil	HSGC/MSFD	7405071	N/A	2021/06/14	Domnica Andronescu
Petroleum Hydrocarbons F2-F4 in Soil	GC/FID	7401302	2021/06/10	2021/06/11	(Kent) Maolin Li
Acid Extractable Metals by ICPMS	ICP/MS	7400759	2021/06/10	2021/06/11	Daniel Teclu
Moisture	BAL	7398952	N/A	2021/06/09	Gurpreet Kaur (ONT)
PAH Compounds in Soil by GC/MS (SIM)	GC/MS	7401346	2021/06/10	2021/06/11	Mitesh Raj
pH CaCl2 EXTRACT	AT	7402672	2021/06/11	2021/06/11	Neil Dassanayake
Sodium Adsorption Ratio (SAR)	CALC/MET	7397410	N/A	2021/06/14	Automated Statchk

BV Labs ID: PTY942 Sample ID: TH101-SS2 Matrix: Soil

Collected: 2021/06/07 Shipped: Received: 2021/06/08

Test Description	Instrumentation	Batch	Extracted	Date Analyzed	Analyst
Methylnaphthalene Sum	CALC	7397411	N/A	2021/06/14	Automated Statchk
Hot Water Extractable Boron	ICP	7400861	2021/06/10	2021/06/10	Medhat Nasr
Free (WAD) Cyanide	TECH	7402311	2021/06/11	2021/06/11	Aditiben Patel
Conductivity	AT	7402251	2021/06/11	2021/06/11	Khushbu Vijay kumar Patel
Hexavalent Chromium in Soil by IC	IC/SPEC	7402549	2021/06/11	2021/06/11	Violeta Porcila
Petroleum Hydro. CCME F1 & BTEX in Soil	HSGC/MSFD	7405071	N/A	2021/06/14	Domnica Andronescu
Petroleum Hydrocarbons F2-F4 in Soil	GC/FID	7401302	2021/06/10	2021/06/11	(Kent) Maolin Li
Acid Extractable Metals by ICPMS	ICP/MS	7400759	2021/06/10	2021/06/11	Daniel Teclu
Moisture	BAL	7398952	N/A	2021/06/09	Gurpreet Kaur (ONT)
PAH Compounds in Soil by GC/MS (SIM)	GC/MS	7401346	2021/06/10	2021/06/11	Mitesh Raj
pH CaCl2 EXTRACT	AT	7402449	2021/06/11	2021/06/11	Neil Dassanayake
Sodium Adsorption Ratio (SAR)	CALC/MET	7397410	N/A	2021/06/14	Automated Statchk

BV Labs ID: PTY942 Dup Sample ID: TH101-SS2 Matrix: Soil					Collected: Shipped: Received:	2021/06/07 2021/06/08
Test Description	Instrumentation	Batch	Extracted	Date Analyzed	Analyst	
Petroleum Hydro. CCME F1 & BTEX in Soil	HSGC/MSFD	7405071	N/A	2021/06/14	Domnica A	Andronescu
BV Labs ID: PTY943 Sample ID: TH102-SS1 Matrix: Soil					Collected: Shipped: Received:	2021/06/07 2021/06/08
Test Description	Instrumentation	Batch	Extracted	Date Analyzed	Analyst	
Methylnaphthalene Sum	CALC	7397411	N/A	2021/06/14	Automate	d Statchk

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### **TEST SUMMARY**

BV Labs ID:	PTY943
Sample ID:	TH102-SS1
Matrix:	Soil

Collected:	2021/06/07
Shipped:	
Received:	2021/06/08

Test Description	Instrumentation	Batch	Extracted	Date Analyzed	Analyst
Hot Water Extractable Boron	ICP	7400861	2021/06/10	2021/06/10	Medhat Nasr
Free (WAD) Cyanide	TECH	7402271	2021/06/11	2021/06/11	Aditiben Patel
Conductivity	AT	7402496	2021/06/11	2021/06/11	Khushbu Vijay kumar Patel
Hexavalent Chromium in Soil by IC	IC/SPEC	7402549	2021/06/11	2021/06/11	Violeta Porcila
Petroleum Hydro. CCME F1 & BTEX in Soil	HSGC/MSFD	7405071	N/A	2021/06/14	Domnica Andronescu
Petroleum Hydrocarbons F2-F4 in Soil	GC/FID	7401302	2021/06/10	2021/06/11	(Kent) Maolin Li
Acid Extractable Metals by ICPMS	ICP/MS	7400759	2021/06/10	2021/06/11	Daniel Teclu
Moisture	BAL	7398952	N/A	2021/06/09	Gurpreet Kaur (ONT)
PAH Compounds in Soil by GC/MS (SIM)	GC/MS	7401346	2021/06/10	2021/06/11	Mitesh Raj
pH CaCl2 EXTRACT	AT	7402449	2021/06/11	2021/06/11	Neil Dassanayake
Sodium Adsorption Ratio (SAR)	CALC/MET	7397410	N/A	2021/06/14	Automated Statchk

BV Labs ID:	PTY944
Sample ID:	TH103-SS1
Matrix:	Soil

Collected:	2021/06/07
Shipped:	
Received:	2021/06/08

Test Description	Instrumentation	Batch	Extracted	Date Analyzed	Analyst
Methylnaphthalene Sum	CALC	7397411	N/A	2021/06/14	Automated Statchk
Hot Water Extractable Boron	ICP	7400861	2021/06/10	2021/06/10	Medhat Nasr
Free (WAD) Cyanide	TECH	7401173	2021/06/10	2021/06/11	Aditiben Patel
Conductivity	AT	7402496	2021/06/11	2021/06/11	Khushbu Vijay kumar Patel
Hexavalent Chromium in Soil by IC	IC/SPEC	7402549	2021/06/11	2021/06/11	Violeta Porcila
Petroleum Hydro. CCME F1 & BTEX in Soil	HSGC/MSFD	7405071	N/A	2021/06/14	Domnica Andronescu
Petroleum Hydrocarbons F2-F4 in Soil	GC/FID	7401302	2021/06/10	2021/06/11	(Kent) Maolin Li
Acid Extractable Metals by ICPMS	ICP/MS	7400759	2021/06/10	2021/06/11	Daniel Teclu
Moisture	BAL	7398952	N/A	2021/06/09	Gurpreet Kaur (ONT)
PAH Compounds in Soil by GC/MS (SIM)	GC/MS	7401346	2021/06/10	2021/06/11	Mitesh Raj
pH CaCl2 EXTRACT	AT	7402449	2021/06/11	2021/06/11	Neil Dassanayake
Sodium Adsorption Ratio (SAR)	CALC/MET	7397410	N/A	2021/06/14	Automated Statchk

BV Labs ID: Sample ID: Matrix:	PTY944 Dup TH103-SS1 Soil				y.	Collected: Shipped: Received:	2021/06/07 2021/06/08
Test Description		Instrumentation	Batch	Extracted	Date Analyzed	Analyst	
PAH Compounds in Soil b	y GC/MS (SIM)	GC/MS	7401346	2021/06/10	2021/06/11	Mitesh Raj	
BV Labs ID: Sample ID: Matrix:	PTY945 TH103-SS2 Soil					Collected: Shipped: Received:	2021/06/07 2021/06/08
Test Description		Instrumentation	Batch	Extracted	Date Analyzed	Analyst	
Methylnaphthalene Sum		CALC	7397411	N/A	2021/06/14	Automated	d Statchk
Hot Water Extractable Bo	ron	ICP	7400861	2021/06/10	2021/06/10	Medhat Na	asr

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Microbiology testing is conducted at 6660 Campobello Rd. Chemistry testing is conducted at 6740 Campobello Rd.



#### **TEST SUMMARY**

BV Labs ID: PTY945 Sample ID: TH103-SS2 Matrix: Soil

Collected: 2021/06/07 Shipped: Received: 2021/06/08

Test Description	Instrumentation	Batch	Extracted	Date Analyzed	Analyst
Free (WAD) Cyanide	TECH	7400901	2021/06/10	2021/06/11	Louise Harding
Conductivity	AT	7402251	2021/06/11	2021/06/11	Khushbu Vijay kumar Patel
Hexavalent Chromium in Soil by IC	IC/SPEC	7402549	2021/06/11	2021/06/11	Violeta Porcila
Petroleum Hydro. CCME F1 & BTEX in Soil	HSGC/MSFD	7405071	N/A	2021/06/14	Domnica Andronescu
Petroleum Hydrocarbons F2-F4 in Soil	GC/FID	7401302	2021/06/10	2021/06/11	(Kent) Maolin Li
Acid Extractable Metals by ICPMS	ICP/MS	7400759	2021/06/10	2021/06/11	Daniel Teclu
Moisture	BAL	7398952	N/A	2021/06/09	Gurpreet Kaur (ONT)
PAH Compounds in Soil by GC/MS (SIM)	GC/MS	7401346	2021/06/10	2021/06/11	Mitesh Raj
pH CaCl2 EXTRACT	AT	7402449	2021/06/11	2021/06/11	Neil Dassanayake
Sodium Adsorption Ratio (SAR)	CALC/MET	7397410	N/A	2021/06/14	Automated Statchk

BV Labs ID:	PTY946
Sample ID:	TH104-SS1
Matrix:	Soil

Collected: 2021/06/07 Shipped: Received: 2021/06/08

Test Description	Instrumentation	Batch	Extracted	Date Analyzed	Analyst
Methylnaphthalene Sum	CALC	7397411	N/A	2021/06/14	Automated Statchk
Hot Water Extractable Boron	ICP	7402565	2021/06/11	2021/06/11	Medhat Nasr
Free (WAD) Cyanide	TECH	7400901	2021/06/10	2021/06/11	Louise Harding
Conductivity	AT	7402789	2021/06/11	2021/06/11	Khushbu Vijay kumar Patel
Hexavalent Chromium in Soil by IC	IC/SPEC	7402549	2021/06/11	2021/06/11	Violeta Porcila
Petroleum Hydro. CCME F1 & BTEX in Soil	HSGC/MSFD	7405071	N/A	2021/06/14	Domnica Andronescu
Petroleum Hydrocarbons F2-F4 in Soil	GC/FID	7401302	2021/06/10	2021/06/11	(Kent) Maolin Li
Acid Extractable Metals by ICPMS	ICP/MS	7402396	2021/06/11	2021/06/11	Viviana Canzonieri
Moisture	BAL	7398952	N/A	2021/06/09	Gurpreet Kaur (ONT)
PAH Compounds in Soil by GC/MS (SIM)	GC/MS	7401346	2021/06/10	2021/06/11	Mitesh Raj
pH CaCl2 EXTRACT	AT	7402449	2021/06/11	2021/06/11	Neil Dassanayake
Sodium Adsorption Ratio (SAR)	CALC/MET	7397410	N/A	2021/06/14	Automated Statchk

BV Labs ID:	PTY947
Sample ID:	TH104-SS2
Matrix:	Soil

Collected: 2021/06/07 Shipped: Received: 2021/06/08

Test Description	Instrumentation	Batch	Extracted	Date Analyzed	Analyst
Methylnaphthalene Sum	CALC	7397411	N/A	2021/06/14	Automated Statchk
Hot Water Extractable Boron	ICP	7400861	2021/06/10	2021/06/10	Medhat Nasr
Free (WAD) Cyanide	TECH	7400901	2021/06/10	2021/06/11	Louise Harding
Conductivity	AT	7402251	2021/06/11	2021/06/11	Khushbu Vijay kumar Patel
Hexavalent Chromium in Soil by IC	IC/SPEC	7402549	2021/06/11	2021/06/11	Violeta Porcila
Petroleum Hydro. CCME F1 & BTEX in Soil	HSGC/MSFD	7405071	N/A	2021/06/14	Domnica Andronescu
Petroleum Hydrocarbons F2-F4 in Soil	GC/FID	7401302	2021/06/10	2021/06/11	(Kent) Maolin Li
Acid Extractable Metals by ICPMS	ICP/MS	7400759	2021/06/10	2021/06/11	Daniel Teclu
Moisture	BAL	7398952	N/A	2021/06/09	Gurpreet Kaur (ONT)
PAH Compounds in Soil by GC/MS (SIM)	GC/MS	7401346	2021/06/10	2021/06/11	Mitesh Raj

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#### **TEST SUMMARY**

e ID: TH104-SS2		2021/06/07
atrix: Soil	Shipped: Received:	2021/06/08
itrix: Soli	Received:	

Test Description	Instrumentation	Batch	Extracted	Date Analyzed	Analyst
pH CaCl2 EXTRACT	AT	7402449	2021/06/11	2021/06/11	Neil Dassanayake
Sodium Adsorption Ratio (SAR)	CALC/MET	7397410	N/A	2021/06/14	Automated Statchk

BV Labs ID:	PTY948
Sample ID:	TH105-SS1
Matrix:	Soil

Collected: 2021/06/07 Shipped: Received: 2021/06/08

Test Description	Instrumentation	Batch	Extracted	Date Analyzed	Analyst
Methylnaphthalene Sum	CALC	7397411	N/A	2021/06/14	Automated Statchk
Hot Water Extractable Boron	ICP	7400861	2021/06/10	2021/06/10	Medhat Nasr
Free (WAD) Cyanide	TECH	7402271	2021/06/11	2021/06/11	Aditiben Patel
Conductivity	AT	7402251	2021/06/11	2021/06/11	Khushbu Vijay kumar Patel
Hexavalent Chromium in Soil by IC	IC/SPEC	7402549	2021/06/11	2021/06/11	Violeta Porcila
Petroleum Hydro. CCME F1 & BTEX in Soil	HSGC/MSFD	7405071	N/A	2021/06/14	Domnica Andronescu
Petroleum Hydrocarbons F2-F4 in Soil	GC/FID	7401302	2021/06/10	2021/06/11	(Kent) Maolin Li
Acid Extractable Metals by ICPMS	ICP/MS	7400759	2021/06/10	2021/06/11	Daniel Teclu
Moisture	BAL	7398952	N/A	2021/06/09	Gurpreet Kaur (ONT)
PAH Compounds in Soil by GC/MS (SIM)	GC/MS	7401346	2021/06/10	2021/06/11	Mitesh Raj
pH CaCl2 EXTRACT	AT	7402449	2021/06/11	2021/06/11	Neil Dassanayake
Sodium Adsorption Ratio (SAR)	CALC/MET	7397410	N/A	2021/06/14	Automated Statchk

BV Labs ID:	PTY949
Sample ID:	TH105-SS2
Matrix:	Soil

Collected: 2021/06/07 Shipped: Received: 2021/06/08

Test Description	Instrumentation	Batch	Extracted	Date Analyzed	Analyst
Methylnaphthalene Sum	CALC	7397411	N/A	2021/06/14	Automated Statchk
Hot Water Extractable Boron	ICP	7400861	2021/06/10	2021/06/10	Medhat Nasr
Free (WAD) Cyanide	TECH	7400901	2021/06/10	2021/06/11	Louise Harding
Conductivity	AT	7402251	2021/06/11	2021/06/11	Khushbu Vijay kumar Patel
Hexavalent Chromium in Soil by IC	IC/SPEC	7402549	2021/06/11	2021/06/11	Violeta Porcila
Petroleum Hydro. CCME F1 & BTEX in Soil	HSGC/MSFD	7405071	N/A	2021/06/14	Domnica Andronescu
Petroleum Hydrocarbons F2-F4 in Soil	GC/FID	7401302	2021/06/10	2021/06/11	(Kent) Maolin Li
Acid Extractable Metals by ICPMS	ICP/MS	7400759	2021/06/10	2021/06/11	Daniel Teclu
Moisture	BAL	7398952	N/A	2021/06/09	Gurpreet Kaur (ONT)
PAH Compounds in Soil by GC/MS (SIM)	GC/MS	7401346	2021/06/10	2021/06/11	Mitesh Raj
pH CaCl2 EXTRACT	AT	7402449	2021/06/11	2021/06/11	Neil Dassanayake
Sodium Adsorption Ratio (SAR)	CALC/MET	7397410	N/A	2021/06/14	Automated Statchk

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#### **TEST SUMMARY**

BV Labs ID: PTY949 Dup Sample ID: TH105-SS2 Matrix: Soil					Collected: 2021/06/07 Shipped: Received: 2021/06/08
Test Description	Instrumentation	Batch	Extracted	Date Analyzed	Analyst
Hot Water Extractable Boron	ICP	7400861	2021/06/10	2021/06/10	Medhat Nasr
BV Labs ID: PTY950 Sample ID: TH1050-SS2 Matrix: Soil					Collected: 2021/06/07 Shipped: Received: 2021/06/08
Test Description	Instrumentation	Batch	Extracted	Date Analyzed	Analyst
Methylnaphthalene Sum	CALC	7397411	N/A	2021/06/14	Automated Statchk
Hot Water Extractable Boron	ICP	7400861	2021/06/10	2021/06/10	Medhat Nasr
Free (WAD) Cyanide	TECH	7400901	2021/06/10	2021/06/11	Louise Harding
Conductivity	AT	7402496	2021/06/11	2021/06/11	Khushbu Vijay kumar Patel
Hexavalent Chromium in Soil by IC	IC/SPEC	7402549	2021/06/11	2021/06/11	Violeta Porcila
Petroleum Hydro. CCME F1 & BTEX in Soil	HSGC/MSFD	7405071	N/A	2021/06/14	Domnica Andronescu
Petroleum Hydrocarbons F2-F4 in Soil	GC/FID	7401302	2021/06/10	2021/06/11	(Kent) Maolin Li
Acid Extractable Metals by ICPMS	ICP/MS	7400759	2021/06/10	2021/06/11	Daniel Teclu
Moisture	BAL	7398952	N/A	2021/06/09	Gurpreet Kaur (ONT)
PAH Compounds in Soil by GC/MS (SIM)	GC/MS	7401346	2021/06/10	2021/06/11	Mitesh Raj
pH CaCl2 EXTRACT	AT	7402449	2021/06/11	2021/06/11	Neil Dassanayake
Sodium Adsorption Ratio (SAR)	CALC/MET	7397410	N/A	2021/06/14	Automated Statchk
Sample ID: TH1050-SS2 Matrix: Soil		<b></b>	-		Shipped: Received: 2021/06/08
Test Description	Instrumentation	Batch	Extracted	Date Analyzed	Analyst
Conductivity	AT	7402496	2021/06/11	2021/06/11	Khushbu Vijay kumar Patel
BV Labs ID: PTY951 Sample ID: TH106-SS1 Matrix: Soil					Collected: 2021/06/07 Shipped: Received: 2021/06/08
Test Description	Instrumentation	Batch	Extracted	Date Analyzed	Analyst
Methylnaphthalene Sum	CALC	7397411	N/A	2021/06/14	Automated Statchk
Hot Water Extractable Boron	ICP	7402344	2021/06/11	2021/06/11	Jolly John
Free (WAD) Cyanide	TECH	7400901	2021/06/10	2021/06/11	Louise Harding
Conductivity	AT	7402500	2021/06/11	2021/06/11	Khushbu Vijay kumar Patel
Hexavalent Chromium in Soil by IC	IC/SPEC	7402549	2021/06/11	2021/06/11	Violeta Porcila
Petroleum Hydro. CCME F1 & BTEX in Soil	HSGC/MSFD	7405071	N/A	2021/06/14	Domnica Andronescu
Petroleum Hydrocarbons F2-F4 in Soil	GC/FID	7401302	2021/06/10	2021/06/11	(Kent) Maolin Li
Acid Extractable Metals by ICPMS	ICP/MS	7402396	2021/06/11	2021/06/11	Viviana Canzonieri
Moisture	BAL	7398952	N/A	2021/06/09	Gurpreet Kaur (ONT)
PAH Compounds in Soil by GC/MS (SIM)	GC/MS	7401346	2021/06/10	2021/06/11	Mitesh Raj
pH CaCl2 EXTRACT	AT	7402449	2021/06/11	2021/06/11	Neil Dassanayake
Sodium Adsorption Ratio (SAR)	CALC/MET		710/26/2	2021/06/14	

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141 Microbiology testing is conducted at 6660 Campobello Rd. Chemistry testing is conducted at 6740 Campobello Rd.



#### **TEST SUMMARY**

BV Labs ID: PTY952 Sample ID: TH106-SS2 Matrix: Soil Collected: 2021/06/07 Shipped: Received: 2021/06/08

Test Description	Instrumentation	Batch	Extracted	Date Analyzed	Analyst
Methylnaphthalene Sum	CALC	7397411	N/A	2021/06/14	Automated Statchk
Hot Water Extractable Boron	ICP	7400861	2021/06/10	2021/06/10	Medhat Nasr
Free (WAD) Cyanide	TECH	7400901	2021/06/10	2021/06/11	Louise Harding
Conductivity	AT	7402262	2021/06/11	2021/06/11	Khushbu Vijay kumar Patel
Hexavalent Chromium in Soil by IC	IC/SPEC	7402549	2021/06/11	2021/06/11	Violeta Porcila
Petroleum Hydro. CCME F1 & BTEX in Soil	HSGC/MSFD	7405071	N/A	2021/06/14	Domnica Andronescu
Petroleum Hydrocarbons F2-F4 in Soil	GC/FID	7401302	2021/06/10	2021/06/11	(Kent) Maolin Li
Acid Extractable Metals by ICPMS	ICP/MS	7400759	2021/06/10	2021/06/11	Daniel Teclu
Moisture	BAL	7398952	N/A	2021/06/09	Gurpreet Kaur (ONT)
PAH Compounds in Soil by GC/MS (SIM)	GC/MS	7401346	2021/06/10	2021/06/11	Mitesh Raj
pH CaCl2 EXTRACT	AT	7402449	2021/06/11	2021/06/11	Neil Dassanayake
Sodium Adsorption Ratio (SAR)	CALC/MET	7397410	N/A	2021/06/15	Automated Statchk

BV Labs ID: PTY953 Sample ID: TH107-SS1 Matrix: Soil Collected: 2021/06/07 Shipped: Received: 2021/06/08

Test Description	Instrumentation	Batch	Extracted	Date Analyzed Analyst		
Methylnaphthalene Sum	CALC	7397411	N/A	2021/06/14	Automated Statchk	
Hot Water Extractable Boron	ICP	7400861	2021/06/10	2021/06/10	Medhat Nasr	
Free (WAD) Cyanide	TECH	7400901	2021/06/10	2021/06/11	Louise Harding	
Conductivity	AT	7402496	2021/06/11	2021/06/11	Khushbu Vijay kumar Patel	
Hexavalent Chromium in Soil by IC	IC/SPEC	7402276	2021/06/11	2021/06/11	Violeta Porcila	
Petroleum Hydro. CCME F1 & BTEX in Soil	HSGC/MSFD	7405071	N/A	2021/06/14	Domnica Andronescu	
Petroleum Hydrocarbons F2-F4 in Soil	GC/FID	7401302	2021/06/10	2021/06/11	(Kent) Maolin Li	
Acid Extractable Metals by ICPMS	ICP/MS	7400759	2021/06/10	2021/06/11	Daniel Teclu	
Moisture	BAL	7398952	N/A	2021/06/09	Gurpreet Kaur (ONT)	
PAH Compounds in Soil by GC/MS (SIM)	GC/MS	7401346	2021/06/10	2021/06/11	Mitesh Raj	
pH CaCl2 EXTRACT	AT	7402449	2021/06/11	2021/06/11	Neil Dassanayake	
Sodium Adsorption Ratio (SAR)	CALC/MET	7397410	N/A	2021/06/14	Automated Statchk	



## **GENERAL COMMENTS**

Each te	Each temperature is the average of up to three cooler temperatures taken at receipt					
	Package 1	4.3°C				
Sample	PTY941 [TH101-SS1]	: F1 BTEX analy	sis : Detection limits were adjusted for sample weight .			
Sample	PTY945 [TH103-SS2]	: F1 BTEX analy	sis : Detection limits were adjusted for sample weight .			
Sample	PTY947 [TH104-SS2]	: F1 BTEX analy	sis : Detection limits were adjusted for sample weight .			
Sample	PTY948 [TH105-SS1]	: F1 BTEX analy	sis : Detection limits were adjusted for sample weight .			
Sample	Sample PTY949 [TH105-SS2] : F1 BTEX analysis : Detection limits were adjusted for sample weight .					
Sample PTY950 [TH1050-SS2] : F1 BTEX analysis : Detection limits were adjusted for sample weight .						
Sample PTY951 [TH106-SS1] : F1 BTEX analysis : Detection limits were adjusted for sample weight .						
Results relate only to the items tested.						



7400901

7401173

WAD Cyanide (Free)

WAD Cyanide (Free)

#### QUALITY ASSURANCE REPORT

exp Services Inc Client Project #: GTR-00038305-00 Site Location: Highway 7 and Interchange Way

Sampler Initials: JV Matrix Spike SPIKED BLANK Method Blank RPD **OC Batch** Parameter Date % Recovery **OC Limits** % Recovery **QC** Limits Value UNITS Value (%) **OC Limits** 7401302 o-Terphenyl 2021/06/11 97 60 - 130 95 60 - 130 104 % 7401346 D10-Anthracene 2021/06/11 89 50 - 130 93 50 - 13087 % 7401346 D14-Terphenyl (FS) 2021/06/11 87 50 - 130 87 50 - 130 84 % 7401346 D8-Acenaphthylene 2021/06/11 86 50 - 130 86 50 - 130 83 % 7405071 1.4-Difluorobenzene 2021/06/14 97 60 - 140 97 60 - 140 101 % 7405071 4-Bromofluorobenzene 2021/06/14 95 60 - 14095 60 - 14094 % 7405071 D10-o-Xylene 2021/06/14 91 60 - 140 96 60 - 140 92 % 7405071 D4-1.2-Dichloroethane 2021/06/14 84 60 - 14084 60 - 140 % 89 7398952 Moisture 2021/06/09 0.54 20 7400759 Acid Extractable Antimony (Sb) 2021/06/11 93 75 - 125 103 80 - 120 <0.20 ug/g NC 30 7400759 Acid Extractable Arsenic (As) 2021/06/11 99 75 - 125 80 - 120 101 <1.0 ug/g 1.8 30 7400759 Acid Extractable Barium (Ba) 2021/06/11 NC 75 - 125 104 80 - 120 < 0.50 4.9 ug/g 30 7400759 Acid Extractable Beryllium (Be) 2021/06/11 97 75 - 125 98 80 - 120 <0.20 ug/g 2.8 30 7400759 Acid Extractable Boron (B) 2021/06/11 96 75 - 125 100 80 - 120 <5.0 7.2 ug/g 30 7400759 Acid Extractable Cadmium (Cd) 2021/06/11 97 75 - 125 100 80 - 120 <0.10 2.4 30 ug/g 7400759 Acid Extractable Chromium (Cr) 2021/06/11 101 75 - 125 101 80 - 120 <1.0 0.086 30 ug/g 7400759 Acid Extractable Cobalt (Co) 2021/06/11 93 75 - 125 103 80 - 120 <0.10 ug/g 4.9 30 7400759 Acid Extractable Copper (Cu) 2021/06/11 90 75 - 125 100 80 - 120 < 0.50 ug/g 3.5 30 7400759 Acid Extractable Lead (Pb) 2021/06/11 93 75 - 125 102 80 - 120 <1.0 3.9 30 ug/g Acid Extractable Mercury (Hg) 7400759 2021/06/11 83 75 - 125 88 80 - 120 < 0.050 ug/g NC 30 Acid Extractable Molybdenum (Mo) 7400759 2021/06/11 103 75 - 125 101 80 - 120 < 0.50 7.3 30 ug/g 7400759 Acid Extractable Nickel (Ni) 2021/06/11 NC 75 - 125 101 80 - 120 < 0.50 ug/g 5.8 30 7400759 Acid Extractable Selenium (Se) 2021/06/11 97 75 - 125 102 80 - 120 <0.50 NC 30 ug/g 7400759 Acid Extractable Silver (Ag) 2021/06/11 99 75 - 125 103 80 - 120 <0.20 ug/g NC 30 7400759 Acid Extractable Thallium (TI) 2021/06/11 93 75 - 125 101 80 - 120 < 0.050 0.70 30 ug/g 7400759 Acid Extractable Uranium (U) 2021/06/11 96 75 - 125 101 80 - 120 < 0.050 ug/g 1.0 30 7400759 Acid Extractable Vanadium (V) 2021/06/11 111 75 - 125 102 80 - 120 <5.0 3.5 30 ug/g 7400759 Acid Extractable Zinc (Zn) 2021/06/11 NC 75 - 125 106 80 - 120 <5.0 0.65 ug/g 30 7400861 Hot Water Ext. Boron (B) 2021/06/10 108 75 - 125 103 75 - 125 < 0.050 8.2 40 ug/g

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75 - 125

75 - 125

98

97

80 - 120

80 - 120

< 0.01

< 0.01

ug/g

ug/g

NC

NC

35

35

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Microbiology testing is conducted at 6660 Campobello Rd. Chemistry testing is conducted at 6740 Campobello Rd.

100

101

2021/06/11

2021/06/11



#### QUALITY ASSURANCE REPORT(CONT'D)

exp Services Inc Client Project #: GTR-00038305-00 Site Location: Highway 7 and Interchange Way

Sampler Initials: JV

Matrix Spike SPIKED BLANK Method Blank RPD QC Batch Parameter Date % Recovery **OC Limits** % Recovery **OC Limits** Value UNITS Value (%) **QC** Limits 7401302 F2 (C10-C16 Hydrocarbons) 2021/06/11 104 50 - 130 103 80 - 120 <10 ug/g NC 30 7401302 F3 (C16-C34 Hydrocarbons) 2021/06/11 105 50 - 130103 80 - 120 <50 ug/g NC 30 7401302 F4 (C34-C50 Hydrocarbons) 2021/06/11 106 50 - 130 103 80 - 120 <50 ug/g NC 30 7401346 1-Methylnaphthalene 2021/06/11 87 50 - 130 95 50 - 130 < 0.0050 ug/g NC 40 7401346 2-Methylnaphthalene 2021/06/11 83 50 - 130 91 50 - 130 < 0.0050 ug/g NC 40 7401346 Acenaphthene 2021/06/11 86 50 - 130 90 50 - 130< 0.0050 ug/g NC 40 7401346 Acenaphthylene 2021/06/11 83 50 - 130 88 50 - 130 < 0.0050 ug/g NC 40 7401346 Anthracene 2021/06/11 85 50 - 130 88 50 - 130 < 0.0050 NC ug/g 40 7401346 Benzo(a)anthracene 2021/06/11 87 50 - 130 92 50 - 130 < 0.0050 NC 40 ug/g 7401346 Benzo(a)pyrene 2021/06/11 92 50 - 130 93 50 - 130 < 0.0050 ug/g NC 40 7401346 Benzo(b/j)fluoranthene 2021/06/11 99 50 - 130 113 50 - 130 < 0.0050 NC ug/g 40 7401346 Benzo(g,h,i)perylene 2021/06/11 94 50 - 130 50 - 130104 < 0.0050 ug/g NC 40 7401346 Benzo(k)fluoranthene 2021/06/11 91 104 50 - 130 50 - 130 < 0.0050 ug/g NC 40 7401346 Chrvsene 2021/06/11 97 50 - 130 104 50 - 130 < 0.0050 ug/g NC 40 7401346 Dibenzo(a,h)anthracene 2021/06/11 94 50 - 130 100 50 - 130 < 0.0050 40 ug/g NC 7401346 Fluoranthene 2021/06/11 90 50 - 13093 50 - 130 < 0.0050 ug/g NC 40 7401346 Fluorene 2021/06/11 89 50 - 130 94 50 - 130 < 0.0050 40 ug/g NC 7401346 Indeno(1,2,3-cd)pyrene 2021/06/11 93 50 - 130 102 50 - 130 < 0.0050 ug/g NC 40 7401346 Naphthalene 2021/06/11 77 50 - 130 87 < 0.0050 50 - 130 NC ug/g 40 7401346 Phenanthrene 91 50 - 130 2021/06/11 93 50 - 130 < 0.0050 NC 40 ug/g 7401346 Pyrene 2021/06/11 90 50 - 130 92 50 - 130 < 0.0050 ug/g NC 40 7402251 Conductivity 2021/06/11 101 90 - 110 < 0.002 mS/cm 2.7 10 7402262 Conductivity 2021/06/11 100 90 - 110 < 0.002 mS/cm 0.49 10 7402271 WAD Cyanide (Free) 2021/06/11 100 75 - 125 96 80 - 120 < 0.01 NC 35 ug/g 7402276 Chromium (VI) 2021/06/11 60(1) 70 - 130 90 80 - 120 < 0.18 ug/g NC 35 7402311 WAD Cyanide (Free) 2021/06/11 100 75 - 125 94 80 - 120 < 0.01 NC 35 ug/g 7402344 Hot Water Ext. Boron (B) 2021/06/11 101 75 - 125 96 75 - 125 < 0.050 ug/g NC 40 7402396 Acid Extractable Antimony (Sb) 2021/06/11 81 75 - 125 102 80 - 120 <0.20 ug/g 7402396 Acid Extractable Arsenic (As) 2021/06/11 91 75 - 125 105 80 - 120 <1.0 ug/g 1.8 30 7402396 Acid Extractable Barium (Ba) NC 2021/06/11 75 - 125 106 80 - 120 <0.50 ug/g 7402396 Acid Extractable Beryllium (Be) 2021/06/11 93 75 - 125 101 80 - 120 <0.20 ug/g

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Microbiology testing is conducted at 6660 Campobelo 465 Chemistry testing is conducted at 6740 Campobello Rd.



#### QUALITY ASSURANCE REPORT(CONT'D)

exp Services Inc Client Project #: GTR-00038305-00

Site Location: Highway 7 and Interchange Way Sampler Initials: JV

			Matrix	Spike	SPIKED	BLANK	Method I	Blank	RP	D
QC Batch	Parameter	Date	% Recovery	QC Limits	% Recovery	QC Limits	Value	UNITS	Value (%)	QC Limits
7402396	Acid Extractable Boron (B)	2021/06/11	82	75 - 125	93	80 - 120	<5.0	ug/g		
7402396	Acid Extractable Cadmium (Cd)	2021/06/11	95	75 - 125	101	80 - 120	<0.10	ug/g		
7402396	Acid Extractable Chromium (Cr)	2021/06/11	95	75 - 125	102	80 - 120	<1.0	ug/g		
7402396	Acid Extractable Cobalt (Co)	2021/06/11	97	75 - 125	105	80 - 120	<0.10	ug/g		
7402396	Acid Extractable Copper (Cu)	2021/06/11	90	75 - 125	100	80 - 120	<0.50	ug/g		
7402396	Acid Extractable Lead (Pb)	2021/06/11	NC	75 - 125	100	80 - 120	<1.0	ug/g		
7402396	Acid Extractable Mercury (Hg)	2021/06/11	85	75 - 125	90	80 - 120	<0.050	ug/g		
7402396	Acid Extractable Molybdenum (Mo)	2021/06/11	94	75 - 125	102	80 - 120	<0.50	ug/g		
7402396	Acid Extractable Nickel (Ni)	2021/06/11	95	75 - 125	101	80 - 120	<0.50	ug/g		
7402396	Acid Extractable Selenium (Se)	2021/06/11	97	75 - 125	104	80 - 120	<0.50	ug/g		
7402396	Acid Extractable Silver (Ag)	2021/06/11	94	75 - 125	101	80 - 120	<0.20	ug/g		
7402396	Acid Extractable Thallium (TI)	2021/06/11	95	75 - 125	101	80 - 120	<0.050	ug/g		
7402396	Acid Extractable Uranium (U)	2021/06/11	99	75 - 125	103	80 - 120	<0.050	ug/g	6.3	30
7402396	Acid Extractable Vanadium (V)	2021/06/11	NC	75 - 125	102	80 - 120	<5.0	ug/g		
7402396	Acid Extractable Zinc (Zn)	2021/06/11	NC	75 - 125	104	80 - 120	<5.0	ug/g		
7402449	Available (CaCl2) pH	2021/06/11			100	97 - 103			0.076	N/A
7402496	Conductivity	2021/06/11			102	90 - 110	<0.002	mS/cm	8.9	10
7402500	Conductivity	2021/06/11			100	90 - 110	<0.002	mS/cm	2.3	10
7402549	Chromium (VI)	2021/06/11	73	70 - 130	92	80 - 120	<0.18	ug/g	NC	35
7402565	Hot Water Ext. Boron (B)	2021/06/11	98	75 - 125	98	75 - 125	<0.050	ug/g	14	40
7402672	Available (CaCl2) pH	2021/06/11			100	97 - 103			0.43	N/A
7402789	Conductivity	2021/06/11			100	90 - 110	<0.002	mS/cm	2.5	10
7405071	Benzene	2021/06/14	94	50 - 140	96	50 - 140	<0.020	ug/g	NC	50
7405071	Ethylbenzene	2021/06/14	109	50 - 140	111	50 - 140	<0.020	ug/g	NC	50
7405071	F1 (C6-C10) - BTEX	2021/06/14					<10	ug/g	NC	30
7405071	F1 (C6-C10)	2021/06/14	93	60 - 140	91	80 - 120	<10	ug/g	NC	30
7405071	o-Xylene	2021/06/14	104	50 - 140	108	50 - 140	<0.020	ug/g	NC	50
7405071	p+m-Xylene	2021/06/14	112	50 - 140	116	50 - 140	<0.040	ug/g	NC	50
7405071	Toluene	2021/06/14	99	50 - 140	100	50 - 140	<0.020	ug/g	NC	50

Microbiology testing is conducted at 6660 Campobel of Chemistry testing is conducted at 6740 Campobello Rd.



#### QUALITY ASSURANCE REPORT(CONT'D)

exp Services Inc Client Project #: GTR-00038305-O0 Site Location: Highway 7 and Interchange Way Sampler Initials: JV

			Matrix	Spike	SPIKED	BLANK	Method B	lank	RPI	D
QC Batch	Parameter	Date	% Recovery	QC Limits	% Recovery	QC Limits	Value	UNITS	Value (%)	QC Limits
7405071	Total Xylenes	2021/06/14					<0.040	ug/g	NC	50

N/A = Not Applicable

Duplicate: Paired analysis of a separate portion of the same sample. Used to evaluate the variance in the measurement.

Matrix Spike: A sample to which a known amount of the analyte of interest has been added. Used to evaluate sample matrix interference.

Spiked Blank: A blank matrix sample to which a known amount of the analyte, usually from a second source, has been added. Used to evaluate method accuracy.

Method Blank: A blank matrix containing all reagents used in the analytical procedure. Used to identify laboratory contamination.

Surrogate: A pure or isotopically labeled compound whose behavior mirrors the analytes of interest. Used to evaluate extraction efficiency.

NC (Matrix Spike): The recovery in the matrix spike was not calculated. The relative difference between the concentration in the parent sample and the spike amount was too small to permit a reliable recovery calculation (matrix spike concentration was less than the native sample concentration)

NC (Duplicate RPD): The duplicate RPD was not calculated. The concentration in the sample and/or duplicate was too low to permit a reliable RPD calculation (absolute difference <= 2x RDL).

(1) The matrix spike recovery was below the lower control limit. This may be due in part to the reducing environment of the sample. The sample was reanalyzed with the same results



exp Services Inc Client Project #: GTR-00038305-00 Site Location: Highway 7 and Interchange Way Sampler Initials: JV

#### VALIDATION SIGNATURE PAGE

The analytical data and all QC contained in this report were reviewed and validated by:



Ewa Pranjic, M.Sc., C.Chem, Scientific Specialist

BV Labs has procedures in place to guard against improper use of the electronic signature and have the required "signatories", as per ISO/IEC 17025, signing the reports. For Service Group specific validation please refer to the Validation Signature Page.



## APPENDIX B

STATEMENT OF LIMITATIONS

This report is prepared for and made available for the sole use of the client named. Peto MacCallum Ltd. (PML) hereby disclaims any liability or responsibility to any person or entity, other than those for whom this report is specifically issued, for any loss, damage, expenses, or penalties that may arise or result from the use of any information or recommendations contained in this report. The contents of this report may not be used or relied upon by any other person without the express written consent and authorization of PML.

This report shall not be relied upon for any purpose other than as agreed with the client named without the written consent of PML. A portion of this report may not be used as a separate entity: that is to say the report is to be read in its entirety at all times.

The report is based solely on the scope of services which are specifically referred to in this report. No physical or intrusive testing has been performed by PML. Further, PML presumes the chemical quality of the excess soil reported for the Source Site is representative of the actual soil to be excavated and transported to the Reuse Site.

The scope of services carried out by PML is based on details of the proposed development and land use to address certain issues, purposes and objectives with respect to the specific site as identified by the client. Services not expressly set forth in writing are expressly excluded from the services provided by PML. In other words, PML has not performed any observations, investigations, study analysis, engineering evaluation or testing that is not specifically listed in the scope of services in this report. PML assumes no responsibility or duty to the client for any such services and shall not be liable for failing to discover any condition, whose discovery would require the performance of services not specifically referred to in this report.

Regulations, codes and guidelines may change at any time subsequent to the date of this report and these changes may affect the validity of the findings and recommendations given in this report.

Environmental site assessment studies are performed in different phases by the application of different levels of effort and expense. The level of effort proposed for this assignment were based solely on PML's understanding of the client's needs as described in the scope of services contained in this report and applicable proposal.

This assessment does not wholly eliminate uncertainty regarding the potential for existing or future costs, hazards or losses in connection with the subject property and must be viewed as a mechanism to reduce risk rather than eliminate the risk of contamination concerns.

**Township of Southgate** Administration Office

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



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

## Staff Report CL2021-034

Title of Report:CL2021-034- Source Protection Committee MunicipalMember AppointmentDepartment:ClerksBranch:Legislative and Council ServicesCouncil Date:December 1, 2021

### **Recommendation:**

**Be it resolved that** Council receive Staff Report CL2021-034 as information; and **That** the Council of the Township of Southgate support the nomination of Councillor John Sepulis as the Wellington, Halton, Dufferin and Grey Municipal Representative on the Lake Erie Source Protection Committee.

### **Background:**

On November 8, 2021, correspondence was received from the Lake Erie Source Protection Region requesting a joint nomination and re-appointment of Councillor John Sepulis (Township of Puslinch) to the Lake Erie Source Protection Committee.

The correspondence is included in this report as Attachment #1. The correspondence was sent to all Clerks in Grey, Dufferin, Wellington and Halton regions.

### **Staff Comments:**

The Lake Erie Source Protection Committee guided the development of the Grand River Source Protection Plan. The Plan sets out the policies for reducing, eliminating or preventing significant threats to municipal drinking water supplies and establishes who has responsibility for taking action, sets timelines and determines how progress will be measured. The Lake Erie Source Protection Committee consists of 24 people from three sectors (7 each): municipal, public and business and three Indigenous representatives. The term of a member is for four years.

Councillor Sepulis has served as the Wellington, Halton, Dufferin and Grey Municipal Representative on the Lake Erie Source Protection Committee since 2017. His current term ends in November 2021. The Lake Erie Source Protection Region is proposing a re-appointment of Councillor Sepulis for a one and half year term until spring 2023. Councillor Sepulis has expressed an interest in continuing in the role of Municipal Representative. The reason for a one and half year reappointment at this time is due the number of municipalities this position represents and the upcoming municipal election. The Lake Erie Source Protection Region would like to align the four-year term with the municipal election cycle as the newly elected Councils could then consider the appointment or re-appointment of this position in conjunction with Council decisions on representatives to other committees or Boards. Following the Fall 2022 municipal election, Lake Erie staff would contact all the municipal clerks to initiate a joint nomination process for the Spring 2022 to Spring 2026 four-year term.

### **Financial Implications:**

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

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

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

#### **Concluding Comments:**

Staff are recommending that Council support the nomination of Councillor Sepulis as the Wellington, Halton, Dufferin and Grey municipal representative on the Lake Erie Source Protection Committee.

Respectfully Submitted,

Dept. Head: Original Signed By

Lindsey Green, Clerk

### Dept. Head: Original Signed By

Jim Ellis, Public Works Manager/Risk Management Official

# CAO Approval: Original Signed By

Dave Milliner, CAO

**Attachments**: Lake Erie Source Protection Correspondence – Committee Municipal Member Nomination



November 8, 2021

Lindsey Green 185667 Grey County Rd 9, Dundalk

### **RE: Lake Erie Region Source Protection Committee Municipal** Member Nomination

Dear Ms. Green,

The term of appointment for John Sepulis, Lake Erie Region Source Protection Committee (SPC) municipal representative, is scheduled to expire in November 2021. Mr. Sepulis was appointed by the Grand River Source Protection Authority (SPA) in November 2017 and represents municipalities (upper and lower) in Group 1 for the geographic area of Grey, Dufferin, Wellington and Halton. The SPA established the municipal groups in August 2007 as per Ontario Regulation 288/07 and detailed in Report SPA-07-08-04 (**Appendix A**).

The SPC is a 24 member multi-stakeholder committee comprised of seven members representing municipalities, seven members representing the economic sector, and seven members representing the public sector. The committee also includes two representatives from Six Nations of the Grand River and one representative from the Mississaugas of the New Credit First Nation.

Ontario Regulation 288/07 Section 2. (2.) states that the municipal members appointed by the Source Protection Authority must represent the interests of the municipalities that are located, in whole or in part, in the Source Protection Region. Section 3. (3.) requires that the SPA must appoint the person jointly submitted by the municipalities in a group. There are no term limits and SPC members can be reappointed.

Typically, new or returning SPC members are appointed by the SPA for a fouryear term; however, with the upcoming fall 2022 municipal elections in mind, Lake Erie Region propose that Mr. Sepulis be jointly nominated by the municipalities in Group 1 for re-appointment to the SPC, for a term that expires in May 2023. Reappointing Mr. Sepulis to the SPC until spring 2023 would align the SPC nomination and approval process with the municipal election cycle. Lake Erie Region staff would contact municipal clerks in Group 1 following the municipal election to initiate the nomination process for Mr. Sepulis' replacement or reappointment. Mr. Sepulis has indicated his interest to stay on the SPC.

We recommend that your municipality nominate John Sepulis as a municipal representative to the SPC for a term of appointment that expires in May 2023. All municipalities in Group 1 will be receiving this letter and recommendation.

Although the regulation does not require it, we suggest that your municipal council pass a resolution in support of his nomination. The decision should be sent to the undersigned no later than **Friday, January 28, 2022**.

Additional details on the functions and obligations of members of the Source Protection Committee are in **Appendix B** to aid you in your selection of a representative.

If you have any further questions regarding the nomination process, or would like assistance, please contact me.

Sincerely,

N/Kelle

Martin Keller Source Protection Program Manager Lake Erie Source Protection Region c/o Grand River Conservation Authority 400 Clyde Road, Box 729 Cambridge, ON N1R 5W6 <u>mkeller@grandriver.ca</u>

### Appendix A: Groupings for Municipal Representation on the Source Protection Committee

#### GRAND RIVER SOURCE PROTECTION AUTHORITY

#### REPORT NO. SPA-08-07-04

DATE: August 31, 2007

**TO:** Members of the Grand River Source Protection Authority

**SUBJECT:** Groupings for Municipal Representation on the Source Protection Committee

#### **RECOMMENDATION:**

THAT the Grand River Source Protection Authority approve the seven municipal groupings for municipal representation on the Lake Erie Region Source Protection Committee;

AND THAT the Grand River Source Protection Authority direct staff to send a notice of the municipal groupings to the clerk of each municipality in the Lake Erie Source Protection Region before the end of the day on September 4, 2007, with instructions to jointly select a municipal representative within each group.

#### SUMMARY:

Ontario Regulation 288/07 (O. Reg. 288/07) on Source Protection Committees under the *Clean Water Act, 2006* requires that the Lead Source Protection Authority (Conservation Authority) divide the municipalities in the Lake Erie Source Protection Region into groups and assign each group a number of members on the SPC. As required by the regulation, the Source Protection Authority consulted with municipalities from July 13 to August 15, 2007. The final list of groups must be sent to municipalities prior to September 4, 2007.

#### **REPORT:**

O. Reg. 288/07, *under the Clean Water Act, 2006* requires that the Lake Erie Region Source Protection Committee have 7 municipal representatives. Because there are more than 7 municipalities in the Lake Erie Region, the regulation requires that the Grand River Source Protection Authority, as the Lead SPA, divide municipalities in the Lake Erie Region into groups for the purposes of municipal representation on the Source Protection Committee.

On July 13, 2007 a letter was sent to all municipalities describing the proposed municipal groupings and the rationale used to develop them. Municipalities were asked to provide comments on the groupings to the Grand River Conservation Authority by August 15, 2007. The proposed municipal groupings are listed in Table 1 below, and shown on a map of the Lake Erie Region in Attachment 1.

The suggestions for municipal groups (as shown in previous reports) are based on the following principles:

- There are no well or wellhead protection area or intake protection zone issues across municipal boundaries within a group;
- Municipalities within a group have similar water supply sources (i.e. wells, river intakes, Great Lakes intakes);
- There is sufficient proximity that municipalities within a group have historically had opportunity to work together; and

• Municipalities within a group have good working relationships.

#### Table 1: List of Municipal Groupings

Group	Municipalities
1	Grey County, Township of Southgate Dufferin County, Township of Melancthon, Township of Amaranth, East Luther-Grand Valley, Township of East Garafraxa Wellington County, Township of Wellington North, Township of Mapleton, Township of Centre Wellington, Town of Erin, Township of Guelph-Eramosa, Township of Puslinch
2	Halton Region, Town of Milton, Town of Halton Hills City of Guelph
3	Region of Waterloo, Wilmot Township, Wellesley Township, Woolwich Township, North Dumfries Township, City of Waterloo, City of Kitchener, City of Cambridge
4	City of Brantford County of Brant City of Hamilton
5	Haldimand County Norfolk County
6	Perth County, Township of Perth East, Township of North Perth Oxford County, Township of Blandford-Blenheim, East-Zorra Tavistock, Township of Norwich, City of Woodstock, Township of Southwest Oxford, Tillsonburg
7	Elgin County, Municipality of Bayham, Township of Malahide, Town of Aylmer, Municipality of Central Elgin, Township of Southwold Middlesex County, Township of Thames Centre, Township of Middlesex Centre City of St. Thomas City of London

As of August 21, seventeen municipalities provided comments on the proposed groupings. Attachment 2 of this report provides a summary of the comments received to date. Of the 17 comments, 15 were supportive of the groupings as proposed. Two municipalities did not support being grouped with other municipalities. Norfolk County recognized the difficulty in developing the groupings and accepted the rationale provided, but continued to request that they have their own representative due to the complexity and diversity of drinking water sources in Norfolk and ongoing water quantity issues in the Norfolk Sand Plain. Additionally, water services staff at the City of Brantford requested that the City have its own representative because of the uniqueness of the Brantford surface water intake in the watershed.

Although it is recognized that grouping Norfolk County with Haldimand County is not ideal due to differences in municipal drinking water sources, there are no cross-boundary drinking water issues to contend with between the two municipalities.

Similarly, grouping the City of Brantford with the County of Brant and the City of Hamilton presents fewer cross-boundary municipal drinking water issues than other groupings, and builds on the working relationships that the City of Brantford and the County of Brant have developed.

Having considered all comments received to date, the Lake Erie Region Management Committee recommends that the municipal groups be finalized as proposed.

#### FINANCIAL IMPLICATIONS:

Source Protection Committee members will be paid per diems and reimbursed for travel/mileage

expenses by the Grand River Conservation Authority, from the annual source protection funding received from the Ministry of Natural Resources.

The provincial government has committed to pay 100% of the cost of studies required to develop the first round of source protection plans and to build capacity in the Conservation Authorities to undertake their new roles.

#### **OTHER DEPARTMENT CONSIDERATIONS:**

Not Applicable

Prepared by:

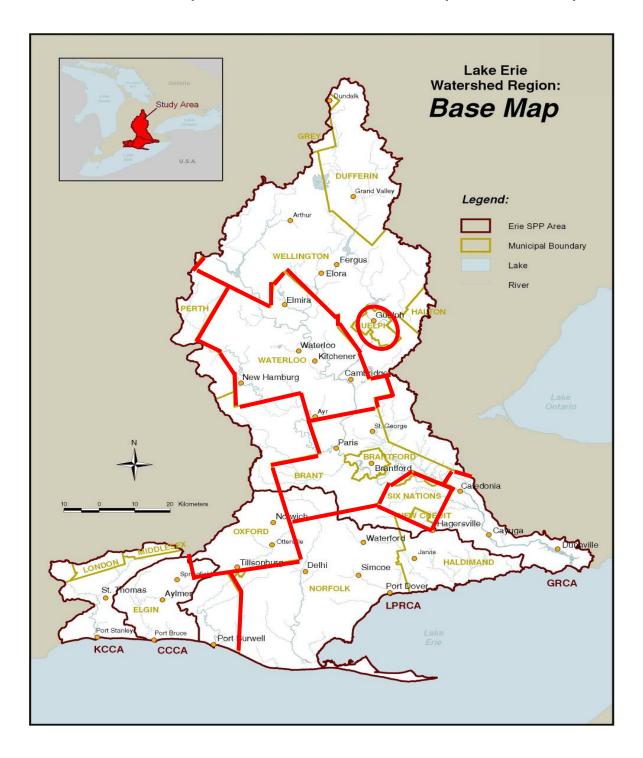
Louis minshall

Lorrie Minshall Source Protection Program Director

Approved by:

messon

Paul Emerson Chief Administrative Officer



### Attachment 1: Municipal Source Protection Committee Representation Groups

### Attachment 2: Summary of Municipal Comments on Municipal Groupings

Region/Municipality         City of Guelph         County of Brant         County of Oxford         Elgin County         Middlesex County         Municipality of Bayham         Municipality of Central Elgin         Township of Malahide         Township of Southwold         County of Perth         Township of Perth         Township of Perth East         Region of Halton	Supportive       X	Not Supportive	Actions/Recommendations/Comments Wanted to impress the importance that the City of Guelph have representation on the committee. See letter for details. Requested that we advise of the process for the City of Hamilton, City of Brantford, and the County of Brant to determine its responsibilities. Letter to be sent. County would like to make the nomination of an individual to serve to represent the grouping of Perth and Oxford municipalities. Supportive of Malahide's proposed approach to representative selection. As only a small part of Middlesex County is included in this Source Protection Region, they do not feel they need to be involved in the nominating process and wish only to be advised of who their representative is. Their response is to be forwarded to facilitator of the Elgin/Middlesex/London group. That Wayne Casier be nominated as a potential Municipal representative for Elgin/Middlesex Would respectfully like to request that a representative from Central Elgin fills the seat for reasons stated in the letter. Council resolution recommending that the area representatives for the municipalities be appointed from Kettle Creek CA or Catfish Creek CA. Lorrie called CAO and advised per regs SPC members cannot be CA board member. Inquired about rotating the member every 3 or 4 years. Staff call to inquire about eligibility (re Malahide Twps request)
County of Brant County of Oxford Elgin County Aiddlesex County Aunicipality of Bayham Aunicipality of Central Elgin Cownship of Malahide Cownship of Southwold County of Perth Cown of North Perth Cownship of Perth East	x x x x x x x x x x x		See letter for details. Requested that we advise of the process for the City of Hamilton, City of Brantford, and the County of Brant to determine its responsibilities. Letter to be sent. County would like to make the nomination of an individual to serve to represent the grouping of Perth and Oxford municipalities. Supportive of Malahide's proposed approach to representative selection. As only a small part of Middlesex County is included in this Source Protection Region, they do not feel they need to be involved in the nominating process and wish only to be advised of who their representative is. Their response is to be forwarded to facilitator of the Elgin/Middlesex/London group. That Wayne Casier be nominated as a potential Municipal representative for Elgin/Middlesex Would respectfully like to request that a representative from Central Elgin fills the seat for reasons stated in the letter. Council resolution recommending that the area representatives for the municipalities be appointed from Kettle Creek CA or Catfish Creek CA. Lorrie called CAO and advised per regs SPC members cannot be CA board member. Inquired about rotating the member every 3 or 4 years. Staff call to inquire about eligibility (re Malahide Twps request)
County of Oxford Elgin County Middlesex County Municipality of Bayham Municipality of Central Elgin Township of Malahide Township of Southwold County of Perth Town of North Perth Township of Perth East	x x x x x x x x x		County of Brant to determine its responsibilities. Letter to be sent. County would like to make the nomination of an individual to serve to represent the grouping of Perth and Oxford municipalities. Supportive of Malahide's proposed approach to representative selection. As only a small part of Middlesex County is included in this Source Protection Region, they do not feel they need to be involved in the nominating process and wish only to be advised of who their representative is. Their response is to be forwarded to facilitator of the Elgin/Middlesex/London group. That Wayne Casier be nominated as a potential Municipal representative for Elgin/Middlesex Would respectfully like to request that a representative from Central Elgin fills the seat for reasons stated in the letter. Council resolution recommending that the area representatives for the municipalities be appointed from Kettle Creek CA or Catfish Creek CA. Lorrie called CAO and advised per regs SPC members cannot be CA board member. Inquired about rotating the member every 3 or 4 years. Staff call to inquire about eligibility (re Malahide Twps request)
Elgin County Aiddlesex County Aunicipality of Bayham Aunicipality of Central Elgin Township of Malahide Township of Southwold County of Perth Town of North Perth Township of Perth East	x x x x x x x x		Perth and Oxford municipalities. Supportive of Malahide's proposed approach to representative selection. As only a small part of Middlesex County is included in this Source Protection Region, they do not feel they need to be involved in the nominating process and wish only to be advised of who their representative is. Their response is to be forwarded to facilitator of the Elgin/Middlesex/London group. That Wayne Casier be nominated as a potential Municipal representative for Elgin/Middlesex Would respectfully like to request that a representative from Central Elgin fills the seat for reasons stated in the letter. Council resolution recommending that the area representatives for the municipalities be appointed from Kettle Creek CA or Catfish Creek CA. Lorrie called CAO and advised per regs SPC members cannot be CA board member. Inquired about rotating the member every 3 or 4 years. Staff call to inquire about eligibility (re Malahide Twps request)
Aiddlesex County Aunicipality of Bayham Aunicipality of Central Elgin Township of Malahide Township of Southwold Dounty of Perth Town of North Perth Township of Perth East	x x x x x x x		Supportive of Malahide's proposed approach to representative selection. As only a small part of Middlesex County is included in this Source Protection Region, they do not feel they need to be involved in the nominating process and wish only to be advised of who their representative is. Their response is to be forwarded to facilitator of the Elgin/Middlesex/London group. That Wayne Casier be nominated as a potential Municipal representative for Elgin/Middlesex Would respectfully like to request that a representative from Central Elgin fills the seat for reasons stated in the letter. Council resolution recommending that the area representatives for the municipalities be appointed from Kettle Creek CA or Catfish Creek CA. Lorrie called CAO and advised per regs SPC members cannot be CA board member. Inquired about rotating the member every 3 or 4 years. Staff call to inquire about eligibility (re Malahide Twps request)
Aunicipality of Bayham Aunicipality of Central Elgin Township of Malahide Township of Southwold Town of Perth Town of North Perth Township of Perth East	x x x x x		feel they need to be involved in the nominating process and wish only to be advised of who their representative is. Their response is to be forwarded to facilitator of the Elgin/Middlesex/London group. That Wayne Casier be nominated as a potential Municipal representative for Elgin/Middlesex Would respectfully like to request that a representative from Central Elgin fills the seat for reasons stated in the letter. Council resolution recommending that the area representatives for the municipalities be appointed from Kettle Creek CA or Catfish Creek CA. Lorrie called CAO and advised per regs SPC members cannot be CA board member. Inquired about rotating the member every 3 or 4 years. Staff call to inquire about eligibility (re Malahide Twps request)
Aunicipality of Central Elgin Township of Malahide Township of Southwold County of Perth Town of North Perth Township of Perth East	x x x x		group. That Wayne Casier be nominated as a potential Municipal representative for Elgin/Middlesex Would respectfully like to request that a representative from Central Elgin fills the seat for reasons stated in the letter. Council resolution recommending that the area representatives for the municipalities be appointed from Kettle Creek CA or Catfish Creek CA. Lorrie called CAO and advised per regs SPC members cannot be CA board member. Inquired about rotating the member every 3 or 4 years. Staff call to inquire about eligibility (re Malahide Twps request)
Aunicipality of Central Elgin Township of Malahide Township of Southwold County of Perth Town of North Perth Township of Perth East	x x x x		Would respectfully like to request that a representative from Central Elgin fills the seat for reasons stated in the letter. Council resolution recommending that the area representatives for the municipalities be appointed from Kettle Creek CA or Catfish Creek CA. Lorrie called CAO and advised per regs SPC members cannot be CA board member. Inquired about rotating the member every 3 or 4 years. Staff call to inquire about eligibility (re Malahide Twps request)
ownship of Malahide ownship of Southwold County of Perth own of North Perth ownship of Perth East	x x x		stated in the letter. Council resolution recommending that the area representatives for the municipalities be appointed from Kettle Creek CA or Catfish Creek CA. Lorrie called CAO and advised per regs SPC members cannot be CA board member. Inquired about rotating the member every 3 or 4 years. Staff call to inquire about eligibility (re Malahide Twps request)
ownship of Southwold County of Perth own of North Perth ownship of Perth East	x		from Kettle Creek CA or Catfish Creek CA. Lorrie called CAO and advised per regs SPC members cannot be CA board member. Inquired about rotating the member every 3 or 4 years. Staff call to inquire about eligibility (re Malahide Twps request)
County of Perth Town of North Perth Township of Perth East	x		
own of North Perth ownship of Perth East			
ownship of Perth East			
			Would like to work with Oxford to actively participate in nominating the individual who will
logion of Flaton	X		represent the area. Small mun area in Region - do not intend to participate on SPC. Will participate on municipal water services working group. Encourage municipal reps to represent 'municipal interest' broadly
Jorfolk County		x	rather than local interest. Norfolk would like to have their own representation, not a combined representation.
faldimand County		~	Expect request to designate an "other" seat for the Grand Valley Water Board
City of Brantford		х	Water services staff at the City of Brantford requested that the City have its own representative because of the uniqueness of the Brantford surface water intake in the watershed. Staff inquired about rotating the member every 2 or 3 years.
Region of Waterloo			
City of Cambridge			
City of Kitchener			
City of Waterloo	X		Support the groupings. No further comments.
ownship of Wellesley			Lorrie attended Council to answer questions.
ownship of Wilmot			1
ownship of Woolwich ownship of North Dumfries	x		CAO was concerned with disproportionate representation of smaller jurisdictions, but understands
Vellington County			it is a diverse study area and is satisfied with the groupings.
ownship of Wellington North			
ownship of Centre Wellington			
ownship of Mapleton			
ownship of Guelph/Eramosa			
ownship of Puslinch own of Erin	X		No further comments.
City of Hamilton			
City of London			
City of St. Thomas			
City of Woodstock			
County of Dufferin Township of Melancthon			L. Minchall attended Ocurality and a
ownship of Amaranth			L. Minshall attended Council to answer questions.
ownship of East Garafraxa			
ownship of East Luther Grand Valley			
arey County			
ownship of Southgate			
lorwich Township Fown of Aylmer			
own of Halton Hills			
own of Milton	X		Supportive, but deferred comment to Halton Region.
own of Tillsonburg			Li contra c
ownship of Blandford-Blenheim			
ownship of East-Zorra Tavistock			
ownship of South-West Oxford			
ownship of Middlesex Centre			

### Appendix B: Summary of the Functions of the Lake Erie Region Source Protection Committee

### Summary of the Functions of the Lake Erie Region Source Protection Committee

The Lake Erie Region Source Protection Committee is responsible for guiding the update of four source protection plans, one for each source protection area within the Lake Erie Region: Grand River, Long Point Region, Catfish Creek and Kettle Creek. A map of the Lake Erie Region has been included at the end of this document.

The development and update of the plans involves municipalities, farmers, businesses, industry, residents, First Nations and others. The source protection committee's role is to guide the collaborative process that identifies the sources of municipal drinking water, the threats to both water quality and water supplies, and propose actions that can be taken to protect municipal drinking water supplies.

The committee oversees the preparation and updates of these major documents:

#### • Terms of Reference

The terms of reference was the "work plan" of the process, outlining who is responsible for carrying out the work needed to develop source protection plans. The terms of reference included a plan to consult with potentially affected property owners, to involve the public and to resolve disputes. (Ontario Regulation 287/07 - Terms of Reference). The terms of reference for each source protection area was completed in 2009.

#### • Assessment reports

The assessment reports identify municipal drinking water sources and potential threats to both water quality and water supplies for each watershed. As new information becomes available, e.g., new wells are planned, the assessment report needs to be updated. The assessment report forms part of the source protection plan.

#### • Source protection plans

The source protection plans for each watershed set out policies on how significant drinking water threats will be reduced, eliminated or prevented, who is responsible for taking action, timelines and how progress will be measured. The plans propose a range of tools that can be used to accomplish these goals. The first source protection plans for the Lake Erie Region's four source protection areas have been approved in 2014 and 2015. Source protection plans are updated on a regular basis as new information becomes available through plan implementation, and as assessment reports are updated.

Further information about the Lake Erie Source Protection Region can be found at <u>www.sourcewater.ca</u>.

Note: Under the Clean Water Act, 2006, the four conservation authorities in the Lake Erie Region have been designated "source protection authorities" e.g. Grand River Source Protection Authority (Grand River SPA). The four watersheds have been designated "source protection areas," e.g. the Grand River Source Protection Area.

### Summary of the Obligations of Lake Erie Region Source Protection Committee Members

#### Qualifications of committee members

- demonstrated ability to understand source protection science, concepts and technical reports;
- proven ability to act as liaison for the sector being represented;
- problem-solving, analytical, communication and organizational skills;
- an openness to working together and with representatives from other sectors;
- knowledge of locals, communities and issues;
- demonstrated ability to work with group dynamics and team environments;
- conciliatory decision-making skills;
- willingness to travel around the source protection region, if required and COVID-19 pandemic health measures allow
- Members of the Source Protection Committee <u>must</u>:
  - reside in, own or rent property within the source protection region, OR
  - be employed or operate a business within the source protection region, OR
  - be employed by a municipality that is in the source protection region,
- Members of the Source Protection Committee must <u>not</u> be a member or employee of a conservation authority in the Lake Erie Source Protection Region

#### Responsibilities of committee members

- participate fully and work positively toward a successful conclusion of the source protection planning process
- act as liaisons by bringing forward common concerns from their knowledge and experience in their sector to the committee and assist in communicating the committee's work;
- make decisions at the committee table;
- serve on province-wide committees on special issues or participate in events, as a representative of the committee, at the request of the chair;
- attend public information sessions and participate in pubic consultation forums;
- respect confidential information and abide by the process in place to safeguard confidential information.

#### Time commitment and remuneration

The Lake Erie Region Source Protection Committee meets about four or five times each year. Meetings are scheduled depending on workload and timelines. Meetings are typically held at the head office of the Grand River Conservation Authority (400 Clyde Road, Cambridge). Committee meetings are currently being held virtually due to COVID-19 pandemic health measures.

Committee members should expect to work about five days a year attending meetings and occasional public events.

Committee members are typically appointed for a four-year term.

An honorarium and travel expenses will be paid at rates set by the Grand River Source Protection Authority.



### Map 1: Lake Erie Source Protection Region

**Township of Southgate** Administration Office

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



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

## Staff Report CL2021-035

Title of Report:CL2021-035-Affordable/Attainable HousingCommittee RecommendationDepartment:ClerksBranch:Legislative and Council ServicesCouncil Date:December 1, 2021

### **Recommendation:**

**Be it resolved that** Council receive Staff Report CL2021-035 for information; and **That** Council receive the recommendation from the Affordable/Attainable Housing Committee from their November 23, 2021, Committee meeting as information; and **That** Council direct staff to research a method that would encourage a certain percentage of new development approved contain affordable and/or attainable housing and bring back further information for Council's consideration at a future meeting.

### **Background:**

Council approved the establishment of the Southgate Affordable/Attainable Housing Committee (AAHC) earlier in 2021. Meetings are scheduled on the fourth Tuesday of the month, beginning at 7:00 pm, being held electronically at this time. The first meeting of the committee was held on September 28, 2021.

### Staff Comments:

The AAHC are off to a positive start with their committee initiatives and are passionate to see affordable and attainable housing a reality in Southgate.

At their November 23, 2021, Committee meeting, members discussed submitting a recommendation to Council for their consideration that would allow for Council to direct staff to research a method that would encourage a certain percentage of new development approved contain affordable/attainable housing.

The minutes from the AAHC are included in this report as Attachment #1. The following motion was approved:

Member McNalty moved the following motion.

Moved By Gerry McNalty

Seconded By Councillor Sherson

**Be it resolved** that the Affordable-Attainable Housing Committee recommend that Council consider a method that would encourage a certain percentage of new development approved contain Affordable and/or Attainable Housing. **Carried**  Staff are providing the recommendation to Council following the AAHC meeting and are recommending that Council consider approval and to have staff research a method that could allow for a certain percentage of new development approved contain affordable/attainable housing.

### **Financial Implications:**

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

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

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

### **Concluding Comments:**

That Council receive Staff Report CL2021-035 for information and that Council receive the recommendation from the Affordable/Attainable Housing Committee from their November 23, 2021, Committee meeting as information and that Council direct staff to research a method that would encourage a certain percentage of new development approved contain affordable and/or attainable housing and bring back further information for Council's consideration at a future meeting.

Respectfully Submitted,

Dept. Head: Original Signed By
Lindsey Green, Clerk

CAO Approval: Original Signed By

Dave Milliner, CAO

**Attachment 1** – November 23, 2021, AAHC Meeting Minutes



### Township of Southgate

### Minutes of Affordable-Attainable Housing Committee

November 23, 2021 7:00 PM Electronic Participation

Members Present:	Mayor John Woodbury, Ex Officio Councillor Martin Shipston Councillor Michael Sherson Member Gerry McNalty Member Janice Powell Member Jennifer DeJong
	5
	Member Morgan McCannell Member Muriel Scott

Staff Present: Dave Milliner, CAO Lindsey Green, Clerk Clinton Stredwick, Planner Bev Fisher, Chief Building Official Holly Malynyk, Recording Secretary

### 1. Electronic Access Information

Affordable-Attainable Housing Committee recordings will be available on the Township of Southgate <u>YouTube Channel</u> following the meeting.

### 2. Call to Order

Chair Shipston called the committee to order at 7:01 PM.

### 3. Confirmation of Agenda

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

Moved By Gerry McNalty Seconded By Councillor Sherson

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

Carried

### 4. Declaration of Pecuniary Interest

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

### 5. Delegations & Presentations

None.

### 6. Adoption of Minutes

Moved By Councillor Sherson Seconded By Gerry McNalty

**Be it resolved that** the Committee approve the minutes from the October 26, 2021 Affordable-Attainable Housing Committee meeting as presented.

### Carried

### 7. Staff Updates

### 7.1 Saugeen Shores Attainable Housing Task Force Final Report and Recommendations

The Chair, Councillor Martin Shipston reported on the Saugeen Shores Attainable Housing Task Force Final Report and Recommendations. Members commented on the report and mentioned that the Report and Recommendations should be something they take into consideration instead of "reinventing the wheel". Member Muriel Scott reported that the committee may find it resourceful to discuss item 22 with Mike from the Saugeen Shores Report and Recommendations.

Member Jennifer DeJong mentioned that the template seems to be a very well thought out organizational structure, and that this is something that the Committee could develop to fit the Township of Southgate to ensure that the Committee is covering all areas that they want to discuss and cover.

Vice Chair Gerry McNalty asked if any of the municipal staff had any ideas on land that could be available to set aside for development of Affordable-Attainable Housing Committee. The Planner reported that there are maps that the committee can look at and see if there are areas that can be used for Affordable-Attainable Housing Committee and that he will bring these forward to the next Affordable-Attainable Housing Committee meeting.

Member Gerry McNalty commented on how feasible is it that the Township of Southgate own their own Affordable-Attainable Housing. The CAO commented that the Township of Southgate currently does not have the means to take on that project, and that the County and the Municipality ensure that they are not duplicating the services being offered, and the CAO suggested the Committee work closer with the County and that the committee leans on the private sector and developers as well.

### 8. New/Unfinished Business

### 8.1 Committee Information Sharing Update

Staff reported on the process of information sharing for the Affordable-Attainable Housing Committee. Members are encouraged to email housing@southgate.ca to provide the recording secretary with any information they may find helpful or could be discussed. This information will be put on the next agenda as correspondence and Members can discuss it at the time of the meeting. After the meeting, the consent items will be uploaded onto the Township of Southgate website, <u>here</u>.

### 8.2 Member Areas of Interest/Specialization Summary

Members discussed the areas of interest and specialization that they chose to work on at a previous Committee meeting. Members discussed possible ideas that the Township can explore that would help ensure that Affordable and/or Attainable development is a priority and that it could be included in any projects going forward.

The committee recessed at 7:52PM and returned at 7:55PM.

Member McNalty moved the following motion. **Moved By** Gerry McNalty **Seconded By** Councillor Sherson

**Be it resolved** that the Affordable-Attainable Housing Committee recommend that Council consider a method that would encourage a certain percentage of new development approved contain Affordable and/or Attainable Housing.

### Carried

### 8.3 Social and Health Determinates Research

Member Morgan McCannell commented on her Social and Health Determinates Research that she provided to committee members on behalf of her areas of interest and specialization. Morgan commented on the link between the housing services offered and the barriers of living in rural communities, and then discussed the issues that are faced between the fast turnover of rental rates and discrimination that landlords take on tenants. Members discussed other resources that may be helpful for this area of interest.

### 9. Correspondence

None.

### 10. Next Meeting

January 25, 2022, at 7:00 PM, electronically.

### 11. Adjournment

Moved By Councillor Sherson Seconded By Muriel Scott

Be it resolved that the Committee adjourn the meeting at 8:45 PM.

Carried

Chair Martin Shipston

Recording Secretary Holly Malynyk

**Township of Southgate** Administration Office

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



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

## Staff Report CL2021-036

Title of Report:CL2021-036- Election Sign By-law No. 2017-129AmendmentDepartment:ClerksBranch:Legislative and Council ServicesCouncil Date:December 1, 2021

### **Recommendation:**

**Be it resolved that** Council receive Staff Report CL2021-036 for information; and **That** Council receive the Election Sign By-law draft amendments as information and provide comments to staff on the draft amendments; and

**That** Council direct staff to bring back a formal amendment to the Election Sign Bylaw for approval at the December 15, 2021 Council meeting.

### **Background:**

Council approved the <u>Election Sign By-law No. 2017-129</u> at the October 17, 2017 regular Council meeting and the by-law is currently in effect.

### Staff Comments:

Currently, the election sign by-law has provisions in Section 2 that prevent any election signs being erected on municipal property, which includes municipal road allowances.

Section 2.2 currently states the following:

Notwithstanding any other provision of this by law no person shall, affix, erect or otherwise display an election sign or permit an election sign to be affixed, erected or otherwise displayed:

b) within a sight triangle;

d) v.) is located on any municipal property;

Staff are proposing the following amendments to those two provisions:

b)-within an intersection sight line triangle-Distance from Corner: All signs shall be placed in the none travelled portion, not less than a distance of 25 metres measured from the intersection corner at the edge of the travelled portion of one road and following down the other roadway. Setback Distance from Road: All signs shall be installed not less than 4 meters back from the edge (gravel, pavement or curb) of the travelled portion of the roadway; d) v.) is located on any municipal property; except on a municipal road allowance permitting that any sign erected does not obstruct the view of any pedestrian or driver of a motor vehicle or obstruct the visibility of any traffic sign or device or where it may interfere with vehicular traffic potentially endangering any person and is in accordance with section 2.2 (b);

No other amendments to the by-law are being proposed by staff at this time. Staff believe the current by-law is quite restrictive in not permitting signs on municipal road allowances at all when that is the most common place that election signs are erected. Further, staff cannot effectively enforce the current by-law by removing signs that are placed in the road allowances during an election period.

Staff will continue to collect the sign deposit as per the By-law from all candidates whose intention it is to display signs. We haven't run into any issues in the past with candidates not picking up their signs following the election, so would like to continue this practice.

Staff would like feedback on the proposed amendments and direction from Council if further amendments should be explored.

### Financial Implications:

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

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

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

### **Concluding Comments:**

That Council receive Staff Report CL2021-036 for information and that Council receive the Election Sign By-law draft amendments as information and provide comments to staff on the draft amendments and that Council direct staff to bring back a formal amendment to the Election Sign By-law for approval at the December 15, 2021, Council meeting

Respectfully Submitted,

Dept. Head: \_\_\_\_\_\_ Original Signed By \_\_\_\_\_ Dept. Head: \_\_\_\_\_\_ Original Signed By

Lindsey Green, Clerk

Jim Ellis, Public Works Manager

CAO Approval: Original Signed By
Dave Milliner, CAO

Attachments: None

### **Township of Southgate** Administration Office

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## Staff Report CL2021-037

Title of Report:	CL2021-037-2022 Council Calendar Options Report
Department:	Clerks
Branch:	Legislative and Council Services
Council Date:	December 1, 2021

#### **Recommendation:**

Be it resolved that Council receive Staff Report CL2021-037 for information; and

**That** Council approve staff's recommendation to start night Council meetings at 6:00 PM beginning in 2022;

OR

**That** Council provide feedback to staff and discuss options for Council meeting start times for 2022;

**That** Council consider approval of the 2022 Council/Committee calendar at the December 15, 2021, Council meeting.

### Background:

Every year Council approves a Council/Committee Meeting Calendar that sets the date and time for every Council and Committee meeting for the upcoming year. Board's such as the Police Service Board and Library Board set their own dates but are provided on the calendar for consistency.

### Staff Comments:

In the hope of returning to in-person meetings in 2022, staff have been looking for ways to improve efficiencies in meetings and are exploring changing the start time of night Council meetings. Currently, the second regular Council meeting begins at 7:00 PM.

Staff have gathered information from the member municipalities in Grey County and provide the following for comparison:

Municipality	First Monthly Meeting Time	Second Monthly Meeting Time
Southgate	9:00 am	7:00 pm
West Grey	9:00 am	6:00 pm
Hanover	7:00 pm	7:00 pm
Grey Highlands	1:00 pm	1:00 pm

Chatsworth	9:30 am	6:30 pm
Georgian Bluffs	5:00 pm	5:00 pm
Owen Sound	7:00 pm	7:00 pm
Meaford	1:00 pm	5:00 pm
Blue Mountains	1:00 pm	1:00 pm

Staff are recommending that the night Council meetings begin earlier than current and are proposing a 6:00 PM start time. We are looking for Council to provide feedback on the 6:00 PM option, or to further discuss other options for the start time of the second monthly meeting prior to bringing back the 2022 Council and Committee calendar for approval.

#### Financial Implications:

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

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

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

#### **Concluding Comments:**

That Council receive Staff Report CL2021-037 for information and that Council approve a 6:00 PM start time for night meetings or provide direction and feedback on other options for night Council meeting start times for 2022 and that Council consider approval of the 2022 Council/Committee calendar at the December 15, 2021, Council meeting.

Respectfully Submitted,

Dept. Head: Original Signed By

Lindsey Green, Clerk

CAO Approval: Original Signed By

Dave Milliner, CAO

Attachments: None

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## Staff Report PW2021-057

Title of Report:PW2021-057 2021 - 2022 Winter Operations PlanDepartment:Public WorksBranch:Transportation & Public SafetyCouncil Date:December 1, 2021

### **Recommendation:**

**Be it resolved that** Council receive Staff Report PW2021-057 for information; and **That** council approves and endorses the 2021/2022 Southgate Winter Operations Planning Document.

### **Background:**

The Public Works Department has implemented the Ontario Good Roads Association (OGRA) Winter Operations Planning Document templates since 2015. The Public Works Department is required as per the Municipal Act 2001, Ontario Regulation 239/02 to provide Minimum Maintenance Standards (MMS) and Level of Service requirements for winter operations.

### **Staff Comments:**

The 2021/2022 Winter Operations Planning Document (attachment #1) is the document that the Public Works Department is recommending be approved by Council, as it includes all the information required, reflecting current regulations and levels of service. The MMS also allows for municipalities to declare Significant Weather Events (SWE), which means an approaching or occurring weather hazard issued by Environment Canada under the Public Weather Alerting Program. The SWE can be declared by the Chief Administrative Officer, Public Works Manager or the Public Works Foreman. The declaration will be posted on the Township website, community signs, social media, Facebook and My 511. A declaration to end the event must also be communicated to the public and gives the Township more flexibility in handling these events in expanded timeframes and liability defence. Included in the updates are new equipment and staffing changes.

Section 6 Monitoring & Updating indicates that the 2020/2021 winter season compared to 2019/2020 season had 60.47% centimetres more snow accumulation, 10% days less of measurable snowfall amounts, 18.18% less days of freezing rain, and 36.36% more days that required salt application in some of the benchmark areas.

### Financial Implications:

The Township of Southgate pays fees annually to OGRA which includes discounts on training and this free service provided template for the Winter Operations Planning Document.

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

Goal 5 - Upgrading our "Hard Services"

**Action 5**: The residents and businesses of Southgate recognize our linear services - roads, bridges, water and sewer works, for example - to be a fundamental purpose of municipal government. This infrastructure needs to be serviceable and sustainable so that our businesses and communities can thrive and grow.

#### **Concluding Comments:**

Staff recommends that Council receive Staff Report PW2021-057 for information, and that council approves and endorses the 2021/2022 Southgate Winter Operations Planning Document.

Respectfully Submitted,

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

CAO Approval: Original Signed By
Dave Milliner, CAO

### Attachments:

Attachment #1 - 2021/2022 Winter Operations Planning Document for Township of Southgate



# Winter Operations Planning Document for

# Township of Southgate

(Winter Season 2021-2022)

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# A. Purpose

This winter operations plan sets out a policy and procedural framework for ensuring that the "The Township of Southgate" continuously improves on the safe and sustainable delivery of winter maintenance services and the effective and efficient use of road salt in their winter maintenance operations. This plan supersedes all previous plans for the "The Township of Southgate".

The plan is meant to be dynamic, to allow the municipality to evaluate and phase-in any changes, new approaches and technologies in winter maintenance activities in a fiscally sound manner. At the same time, any modifications to municipal winter maintenance activities must ensure that roadway safety is not compromised.

This Winter Operations Plan for the "The Township of Southgate" was endorsed by "The Township of Southgate Council" on the\_\_\_\_ day of \_\_\_\_\_2021.

# **B.** Definitions

*Anti-icing* means the application of liquid de-icers directly to the road surface in advance of a winter event.

*Continuous Winter Event Response* is a response to a winter event with full deployment of manpower and equipment that plow/salt/sand the entire system.

**De-icing** means the application of solids, liquids, pre-treated material to the road surface after the on-set of the winter event.

*Highway* means a common and public highway, street, avenue, parkway, driveway, square, place, bridge, viaduct or trestle, any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof.

*Paved Road* means a road with an asphalt surface, concrete surface, composite pavement, or portland cement.

**Pre-treat** means the application of liquids (sodium chloride, calcium chloride, etc.) to dry salt or sand prior to being loaded for storage or applied to the road surface.

**Pre-wetting** means the application of liquids (sodium chloride, calcium chloride, etc.) at the spinner of the truck just prior to application to the road surface.

**Roads Foreman & Fleet Manager** is the person who is on duty at the time directing the snow/ice removal operations of the Township of Southgate. These individuals include: Public Works Manager, and/or any other individual who may be assigned the responsibility of the Public Works Manager

Route of Representative Roads is another term used for patrol routes.

**Salt Route** is a collection of road segments, which during a winter storm will receive applications of salt to prevent the formation of a bond between snow and pavement, or if such a bond has already formed, to break that bond. Typically such routes have some sort of bare pavement level of service. Under certain circumstances (e.g. extremely cold pavement temperatures such that road salt would not be effective at bond breaking or prevention) sand may be applied to such routes to provide a temporary increase in grip.

**Sand Route** is a collection of road segments which during a winter storm will receive applications of sand to provide a temporary increase in grip. Typically such routes include gravel and other unpaved roads, where the use of salt or other freeze-depressant materials might impact road stability. The level of service on such routes would not have bare pavement as a service goal.

*Spot Winter Event Response* is a response to a winter event with only a partial deployment of manpower and equipment or with full deployment to only part of the system.

*Surface Treated Road* is road with bituminous surface treatment comprised of one or two applications of asphalt emulsion and stone chips over a gravel road.

Unpaved Road is a graded road with a gravel, stone or other loose traveling surface.

*Winter Event* is a weather condition affecting roads such as snowfall, windblown snow, freezing rain, frost or ice to which a winter event response is required.

*Winter Event Response* is a series of winter control activities performed in response to a winter event.

*Winter Event Response Hours* are the total number of person-hours per year (plowing, salting/sanding, winging back, etc.) to respond to winter events.

# 1. OBJECTIVE OF WINTER OPERATIONS MANAGEMENT

"The Township of Southgate" is committed to providing safe and sustainable winter maintenance operations while continuing to improve those operations to provide safety and mobility for the traveling public. As an integral part of this effort "the Township of Southgate" will strive to optimize the use of all winter maintenance materials as they pursue the goal of a safe and sustainable transportation system. "The Township of Southgate" Public Works staff will strive, insofar as reasonably practicable, to provide safe winter road conditions for vehicular and pedestrian traffic as set out in the level of service policies and within the resources established by the Council of "the Township of Southgate".

# 2. POLICY STATEMENT

The Township of Southgate will conduct safe and sustainable snowfighting to ensure, insofar as reasonably practicable, the safety and mobility of users of the municipal road network, in keeping with applicable state legislation.

The Township of Southgate will provide efficient and cost effective winter maintenance to ensure, insofar as reasonably practicable, the safety of users of the municipal road network in keeping with applicable provincial legislation and accepted standards while striving to minimize adverse impacts to the environment. These commitments will be met by:

- Adhering to the procedures contained within the Winter Operations Plan;
- Reviewing and upgrading the Winter Operations Plan on an annual basis to incorporate new technologies and new developments;
- Committing to ongoing winter maintenance staff training and education; and
- Monitoring on an annual basis, the present conditions of the winter maintenance program, as well as the effectiveness of the Winter Operations Plan.

# 3. QUICK OVERVIEW OF THE TOWNSHIP OF SOUTHGATE

- Type of Organization: Municipal
- Structural Level: Township
- Estimated Population (2016 Consensus): 7354
- Total Area: 644350000.0 Square metres
- Street Address: 185667 Grey Road # 9 Dundalk, Ontario N0C 1B0 Canada
- Telephone: 519-923-2110
- Website: www.southgate.ca
- Roads Foreman & Fleet Manager: Phil Wilson, 519-378-8202,
- Police:
  - Ontario Provincial Police Grey County
    - Primary Phone: 1-800-310-1122

# 4. WINTER MAINTENANCE PROGRAM

# 4.1. The System Maintained

The major activities related to winter maintenance are:

- Snow plowing
- Salt /sand application
- Snow removal
- Snow storage
- Sidewalk plowing and de-lcing
- Snow fencing

The Township of Southgate is responsible for winter maintenance on:

Road Category	Surface and Area Type	Individual Length (Lane kilometres)	Total Length (Lane kilometres)	
Class 6	Unpaved and Rural	136.2	136.2	
	Paved and Urban	24.0		
Class 5	Surface Treated and Rural	13.0	37.0	
	Paved and Rural	278.4		
Class 4	Surface Treated and Rural	89.4	808.9	
	Unpaved and Rural	441.1		

# 4.2. Level of Service

The Township of Southgate provides the following level of service during the winter maintenance season, as set out in 4.3, in response to a winter event.

The minimum standard for clearing snow accumulation is:

#### 4.2.1. Snow Accumulation and Ice Formation Policy

SNOW ACCUMULATION:

- 1. The standard for addressing snow accumulation is:
  - a. after becoming aware of the fact that the snow accumulation on a roadway is greater than the depth set out in the Table to this section, to deploy resources as soon as practicable to address the snow accumulation; and
  - b. after the snow accumulation has ended, to address the snow accumulation so as to reduce the snow to a depth less than or equal to the depth set out in the Table within the time set out in the Table,
    - i. to provide a minimum lane width of the lesser of three metres for each lane or the actual lane width, or
    - ii. on a Class 4 or Class 5 highway with two lanes, to provide a total width of at least five metres. O. Reg. 47/13, s. 4.
- If the depth of snow accumulation on a roadway is less than or equal to the depth set out in the Table to this section, the roadway is deemed to be in a state of repair with respect to snow accumulation.
   O. Reg. 47/13, s. 4.
- For the purposes of this section, the depth of snow accumulation on a roadway and, if applicable, lane width under subsection (1)(b), may be determined in accordance with subsection (4) by a municipal employee, agent or contractor, whose duties or responsibilities include one or more of the following:
  - a. Patrolling highways.
  - b. Performing highway maintenance activities.
  - c. Supervising staff who perform activities described in paragraph 1 or 2. O. Reg. 47/13, s. 4.
- 4. The depth of snow accumulation on a roadway and lane width may be determined by,
  - a. performing an actual measurement;
  - b. monitoring the weather; or
  - c. performing a visual estimate. O. Reg. 47/13, s. 4.
- 5. For the purposes of this section, addressing snow accumulation on a roadway includes, but is not limited to,
  - a. plowing the roadway;
  - b. salting the roadway;
    - i. the application of other chemical or organic agents to the roadway;
  - c. applying abrasive materials to the roadway; or
  - d. any combination of the methods described in clauses (a), (b), (b.1) and (c). O. Reg. 47/13, s. 4.
- 6. This section does not apply to that portion of the roadway designated for parking. O. Reg. 47/13, s. 4.

7. If at any time a municipality declares a weather emergency, then all roadways within the municipality are deemed to be in a state of repair in respect of any snow accumulation present, until the applicable time under the Table to this section expires following the end of the declared weather emergency.

#### ICE FORMATION:

- 1. The standard for attempting the prevention of ice formation on roadways is doing the following in the 24-hour period preceding an alleged formation of ice on a roadway:
  - a. Monitor the weather in accordance with section 3.1.
  - b. Patrol in accordance with section 3.
  - c. If the municipality determines, as a result of its activities under paragraph 1 or 2, that there is a substantial probability of ice forming on a roadway, treat the roadway to attempt to prevent ice formation within the time set out in the Table to this section, starting from the time that the municipality determines is the appropriate time to deploy resources for that purpose. O. Reg. 47/13, s. 5.
- 2. If the municipality meets the standard set out in subsection (1) and, despite such compliance, ice forms on a roadway, the roadway is deemed to be in a state of repair until the earlier of,
  - a. the time that the municipality becomes aware of the fact that the roadway is icy; or
  - b. the applicable time set out in the Table to this section for treating the roadway to prevent ice formation expires. O. Reg. 47/13, s. 5.
- 3. The standard for treating icy roadways after the municipality becomes aware of the fact that a roadway is icy is to treat the icy roadway within the time set out in the Table to this section, and an icy roadway is deemed to be in a state of repair until the applicable time set out in the Table for treating the icy roadway expires. O. Reg. 47/13, s. 5.
- 4. For the purposes of this section, treating a roadway means applying material to the roadway, including but not limited to, salt, sand or any combination of salt and sand. O. Reg. 47/13, s. 5.
- 5. If at any time a municipality declares a weather emergency, then all roadways within the municipality are deemed to be in a state of repair in respect of any ice present, until the applicable time under the Table to this section expires following the end of the declared weather emergency.

TABLE SNOW ACCUMULATION

Class of Highway	Depth	Time
1	2.5 cm	4 hours
2	5 cm	6 hours
3	8 cm	12 hours
4	8 cm	16 hours
5	10 cm	24 hours

TABLE

ICE FORMATION PREVENTION AND ICY ROADWAYS

Class of Highway	Time
1	3 hours
2	4 hours
3	8 hours
4	12 hours
5	16 hours

The snow accumulation and ice-formation policies are attached herein as a separate document, in Appendix **3-1** 

#### 4.2.2. Private Sidewalk Responsibility

The Township of Southgate is responsible for some public sidewalk clearing and is not responsible for private sidewalk clearing, infrastructure not assumed by Township.

#### 4.2.3. Plowing Private Property

Private properties are the responsibility of respective owners.

## 4.3. Winter Season Maintenance

For Operational purposes, the Township of Southgate assumes the winter season commences on 2021-Nov-15 and is completed by 2022-Apr-15, while acknowledging that winter events may occur outside of this timeframe.

# 4.4. Winter Preparations

In the months prior to the start of the winter maintenance season, as identified in 4.3, the Township of Southgate undertakes the following tasks to prepare for the upcoming winter season.

#### 4.4.1. Prior to Winter Season

Prior to the winter season, if required, prepare and call tenders for the supply of materials (e.g. salt, sand, liquid, etc.), replacement parts (for plows, solid and liquid application equipment), value added meteorological services (VAMS) and contract equipment (e.g. plow trucks, spreader trucks, combination units, etc.).

Sometime prior to the winter season the Township of Southgate will:

- Conduct a mandatory training session for staff and contract operators where all policies, procedures, schedules, reporting procedures for callout, route maps, equipment training and safety precautions will be discussed. Any issues resulting from the meeting with regard to the policies, procedures, schedules, reporting procedures for callout, route maps, equipment training and safety precautions shall be resolved either at the meeting or prior to the winter season.
- Train winter patrollers (or staff whose duties also include patrolling) on the route of representative roads to be patrolled, their duties during a winter event, record keeping requirements, callout procedures and the de-icing chemicals to be applied for the forecast weather conditions.
- Inspect equipment to ensure proper working order. Schedule and complete any and all equipment repairs.
- Arrange for the delivery of materials (salt, sand and liquid solution) and begin filling storage facilities. If liquid solution is mixed on site, begin mixing and filling storage tanks.
- Confirm that all guiderail, catchbasin, hazard and fire hydrant markers, steep hill, sharp curve ahead warning signs, bridges ices sign, if any, are in place. Any missing markers should be replaced prior to the winter session.

#### 4.4.2. One Month Prior to the Winter Season

One month prior to the winter season the Township of Southgate will:

- Assign equipment to staff.
- Calibrate material application equipment.
- Allow operators (staff and contract) time to familiarize themselves with any new equipment, material application rates, material application equipment and their route (driving the route and noting obstacles along the route).
- Assign staff to monitor and record weather forecasts on a daily basis. Upon the forecast of an approaching winter event, schedule a patrol of a route of representative roads. If a winter event is forecast prior to the start of the next scheduled shift a night and/or weekend patrol(s) of a route of representative roads should be scheduled. If a night or weekend patrol is scheduled the patroller should monitor and record the weather forecast and road conditions. The patrol person should be authorized to initiate a winter event response if conditions warrant a response.
- Have 50 % of the fleet ready to respond to a winter event.
- Have sufficient staff available to operate the fleet if conditions warrant a winter event response.

#### 4.4.3. Two Weeks Prior to the Winter Season

Two weeks prior to the winter season the Township of Southgate will:

- Have 75 % of the fleet ready to respond to a winter event.
- Have staff available to operate the required complement of the fleet if conditions warrant a winter event response

#### 4.4.4. At the Start of the Winter Season

At the start of the winter season:

- Implement the winter shift schedule.
- Begin patrolling representative roads in all roads/areas that the organization is responsible for
- Respond to winter events as per the winter operations plan.

# 4.5. Winter Patrol

The Township of Southgate performs carries out winter patrols. Appendix 1 shows the route of representative roads to be patrolled in winter.

# 4.6. Operations

#### 4.6.1. Staffing and Hours of Work

The Township of Southgate has a full time employee assigned to each vehicle used for winter operations. Each vehicle is assigned a route for sanding/salting

and/or plowing.

The Township of Southgate adheres to the hours of service as dictated by Highway Traffic Safety Act, Reg. 555/06 (Ontario, Canada).

Staffing fo	Staffing for Winter Maintenance						
Employee	Job Title	Reports to Facility	Assigned Route(s)	Assigned Equipment			
Adam Nicholls	Operator/Laborer	Dundalk Depot	Unit 113 and Unit 121, Unit 215, Unit 117				
Brian Ferguson	Seasonal Operator / Laborer	Holstein Depot	Unit 122				
Cory Henry	Lead Hand	Dundalk Depot	Unit 208	Unit 113 - 2014 Trackless, Unit 117 - 2018 Kubota Tractor, Unit 208 - 2008 Ford F550, Unit 215 - 2016 International S/A			
Dale Mason	Operator	Hopeville Depot	Unit 101	Unit 101 - 2010 John Deere Grader			
Doug Aitken	Operator / Laborer	Hopeville Depot	Unit 220, Unit 100, Unit 209 - spare unit	Unit 100 - 2004 Volvo Grader			
Grayson Hannivan	Operator / Laborer	Depot	Unit 113 and Unit 121, Unit 215, Unit 117, Unit 121, Unit 208	Unit 113 - 2014 Trackless, Unit 117 - 2018 Kubota Tractor, Unit 208 - 2008 Ford F550, Unit 215 - 2016 International S/A			
Jim Gore	Operator/Laborer	Hopeville Depot	Unit 220				
John Watson	Team Leader	Depot	Unit 220, Unit 209 - spare unit, Unit 301	Unit 209 - 2004 Sterling Tandem Spare Unit, Unit 220 Western Star Tandem			
Keith Cressman	Operator/Laborer	Hopeville Depot	Unit 205				
Lorne Fick	Operator / Laborer	Dundalk Depot	Unit 113 and Unit 121, Unit 215, Unit 117, Unit 121, Unit 208	Unit 113 - 2014 Trackless, Unit 117 - 2018 Kubota Tractor, Unit 208 - 2008 Ford F550, Unit 215 - 2016 International S/A			
Detroller 9	Patroller/	Dundalk	RORR 0 Unit 316, Unit 113 and Unit	Unit 113 - 2014 Trackless,			

רמווטוופו ב	Operator	Depot	121, Unit 117, Unit 121	Unit 208 - 2008 Ford F550
Paul Nelson	Operator / Laborer	Holstein Depot	Unit 116	Unit 111 - Bobcat, Unit 116 - 2016 John Deere Grader
Paul Stevenson	Lead Hand	Holstein Depot	Unit 122, RORR 0 Unit 315	
Phil Wilson	Roads Foreman & Fleet Manager		RORR 0 Unit 315, Unit 209 - spare unit	Unit 315 - 2018 Ford F150
Steve Bates	Operator/Laborer	Dundalk Depot	Unit 113 and Unit 121, Unit 215, Unit 117	
Steve Cooke	Operator/Laborer	Dundalk Depot	Unit 113 and Unit 121, Unit 215, Unit 117	
Theo Oving	Seasonal Operator / Laborer	Hopeville Depot	Unit 216	Unit 212 - 2013 International 7600 Tandem
Todd Marshall	Operator / Laborer	Holstein Depot	Unit 205, Unit 105	Unit 105 - 2008 John Deere G, Unit 111 - Bobcat
Wayne Burns	Operator / Laborer	Holstein Depot	Unit 214	Unit 111 - Bobcat, Unit 214 - 2014 International Tandem

Some of the key responsibilities associated with the management and overseeing of winter operations for this winter season are as below:

- Phil Wilson will receive issues and concerns of the citizens regarding snow and ice control efforts.
- Phil Wilson will be responsible for making operational decisions.
- Phil Wilson will be authority to which the field staff will communicate the field conditions to.
- Phil Wilson will be responsible for shift scheduling.
- Phil Wilson will (when physically possible) be responsible for providing appropriate signage and or barricades in case a road has to be closed due to severe winter storm.
- Roads Foreman & Fleet Manager will ensure media releases are sent to local news and radio stations advising of road closures.
- Phil Wilson will be second in command to the Roads Foreman & Fleet Manager.

### 4.6.2. Winter Material Used Annually

Solid Material		Season	Pre-Mixed	In-House Mix Added
Pretreated Salt	Sifto Salt	0.3 Tonnes(Can) vs. 0.3 Tonnes(Can)	Salt (NaCl) 5.5%	

### 4.6.3. Application Rates

	Min. and Max. Ranges (Tonnes/lane-kilometre)			
	0.0 to -5.0 CELSIUS	-5.0 to -10.0 CELSIUS	-10.0 to -18.0 CELSIUS	
Frost	0.01 - 0.02	0.02 - 0.02	0.01 - 0.01	
Light Snow	0.01 - 0.02	0.02 - 0.02	0.01 - 0.01	
Heavy Snow	0.01 - 0.02	0.02 - 0.02	0.01 - 0.01	
Freezing Rain	0.01 - 0.02	0.02 - 0.02	0.01 - 0.01	

### 4.6.4. Equipment - Winter Maintenance Fleet

The Township of Southgate provides winter maintenance services on 20 routes with the equipment listed in Appendix 3.

VEHICLE NAME OR NUMBER	VEHICLE TYPE	ASSOCIATED ROUTES	ASSOCIATED EMPLOYEES	LOCATION /YARD
Unit 100 - 2004 Volvo Grader	Grader	Unit 100	Doug Aitken, Steve Bates	Hopeville Depot
Unit 101 - 2010 John Deere Grader	Grader	Unit 101	Dale Mason	Hopeville Depot
Unit 105 - 2008 John Deere G	Grader	Unit 122	Paul Stevenson, Todd Marshall	Holstein Depot
Unit 111 - Bobcat	Other	Unit 209 - spare unit	Paul Nelson, Paul Stevenson, Todd Marshall, Wayne Burns	Holstein Depot
Unit 113 - 2014 Trackless	Other	Unit 113 and Unit 121	Adam Nichols, Cory Henry, Grayson Hannivan, Jim Gore, Lorne Fick, Patroller 2	Dundalk Depot
Unit 116 - 2016 John Deere Grader	Grader	Unit 116	Paul Nelson	Holstein Depot
Unit 117 - 2018 Kubota Tractor	Other	Unit 117	Adam Nichols, Cory Henry, Grayson Hannivan, Lorne Fick	Dundalk Depot
Unit 123 - Loader New Holland	Other			Holstein Depot
Unit 205 - 2007 International Tandem	Tandem Axle	Unit 205		Holstein Depot
Unit 208 - 2008 Ford F550	Single Axle	Entire Township 312	Adam Nichols, Cory Henry, Grayson Hannivan, Jim Gore, Lorne Fick, Patroller 2	Dundalk Depot
Unit 209 - 2004 Sterling Tandem Spare Unit	Tandem Axle	Unit 220	John Watson	Hopeville Depot
Unit 212 - 2013 International 7600 Tandem	Tandem Axle	Unit 216	Theo Oving	Hopeville Depot
Unit 214 - 2014 International Tandem	Tandem Axle	Unit 214	Wayne Burns	Holstein Depot
Unit 215 - 2016 International S/A	Single Axle	Unit 215	Cory Henry, Grayson Hannivan, Lorne Fick	Dundalk Depot
Unit 216 - 2017	Tandam			Hanavilla

International 7600 Tandem	Axle	Unit 212	Steve Bates	Depot
Unit 220 Western Star Tandem		Unit 209 - spare unit	John Watson	Hopeville Depot
Unit 312 - 2016 Ford 150	Other	RORR 0 Unit 315	Paul Stevenson	Holstein Depot
Unit 315 - 2018 Ford F150	Other	RORR 0 Unit 315	Phil Wilson	Hopeville Depot

#### 4.6.4.1. Mechanics

The Township of Southgate does not have mechanics available to fix equipment issues.

#### 4.6.5. Winter Maintenance Facilities

The Township of Southgate provides winter maintenance services from the winter maintenance facilities listed below.

#### 4.6.5.1. Holstein Depot

Facility Type: Patrol Yard

Facility Address: Holstein Depot, 123273 Southgate Road 12, Holstein, Ontario N0G 2A0, Canada

Facility Phone: 519-334-3581

Number of Front-end Loaders: 1

Year Built: 1972

**Design and Logistics:** 

- All materials are handled in a designated area characterized by an impermeable surface
- Equipment is in place to prevent overloading of trucks
- System is in place for collection and/or treatment of wastewater from cleaning of trucks
- Control and diversion of external waters (not impacted by salt) is in place
- Ongoing clean-up of the site surfaces and spilled material is swept up quickly
- Risk management and emergency measures plans are in place

Material Storage Details:

- There is storage space available inside of this facility. It presently stores:
   Sand / Salt mixture 2.5 Tonnes(Can)
- There is no storage space available outside of this facility.

Equipment Storage Details: Kumatsu Loader Volvo Excavator

Equipment Washing Details: This yard is located in the town of Holstein

Miscellaneous Material Details: Sand dome

Site Drainage Details:

- There isn't any drainage and collection system for runoff of saltcontaminated waters at this facility
- The chloride concentration in the runoff is not monitored
- This site discharges to:
- Additional Site Storage Details

#### 4.6.5.2. Dundalk Depot

Facility Type: Patrol Yard

Facility Address: 75 Dundalk Street, Dundalk, Ontario N0C 1B0, Canada

Facility Phone: 519-923-5054

Year Built: 1995

Design and Logistics:

- All materials are handled in a designated area characterized by an impermeable surface
- Equipment is in place to prevent overloading of trucks
- System is in place for collection and/or treatment of wastewater from cleaning of trucks
- Control and diversion of external waters (not impacted by salt) is in place
- Ongoing clean-up of the site surfaces and spilled material is swept up quickly
- Risk management and emergency measures plans are in place

Material Storage Details:

- There is no storage space available inside of this facility.
- There is no storage space available outside of this facility.

Equipment Storage Details:

Unit 113 - 2014 Trackless, Unit 117 - 2018 Kubota Tractor, Unit 208 - 2008 Ford F550, Unit 215 - 2016 International, Unit 121 - 2020 Trackless

Equipment Washing Details: Yard located in the town of Dundalk

Miscellaneous Material Details: Dundalk uses sand and salt from the Grey County dome.

Site Drainage Details:

- There is drainage and collection systems for runoff of salt-contaminated waters at this facility
- The chloride concentration in the runoff is not monitored
- This site discharges to:
- Additional Site Storage Details

#### 4.6.5.3. Hopeville Depot

Facility Type: Patrol Yard

Facility Address: 185667 Grey Rd 9 RR#1, Dundalk, Ontario N0C 1B0, Canada

Facility Phone: 519-923-2110

Number of Front-end Loaders:

1

Year Built: 1973

Design and Logistics:

- All materials are handled in a designated area characterized by an impermeable surface
- Equipment is in place to prevent overloading of trucks
- System is in place for collection and/or treatment of wastewater from cleaning of trucks
- Control and diversion of external waters (not impacted by salt) is in place
- Ongoing clean-up of the site surfaces and spilled material is swept up quickly
- Risk management and emergency measures plans are in place

Material Storage Details:

- There is storage space available inside of this facility. It presently stores:
   Sand / salt 3.5 Tonnes(Can)
- There is no storage space available outside of this facility.

Equipment Storage Details: All equipment is indoors

Equipment Washing Details: This location is also the Administration office

Miscellaneous Material Details: Sand shed

Site Drainage Details:

- There isn't any drainage and collection system for runoff of saltcontaminated waters at this facility
- The chloride concentration in the runoff is not monitored
- This site discharges to:
- Additional Site Storage Details

### 4.6.6. Parking Lots

The Township of Southgate provides winter maintenance services to the listed parking lots below.

#### 4.6.6.1. Frank McIntyre

Facility Address: Frank McInyre, 250 Owen Sound Street, Dundalk, Ontario N0C 1B0, Canada

Number of Parking Spots: 20

Responsibility to maintain: Township of Southgate

The lot is used for storage or disposal of snow.

The drainage from this lot is controlled.

Service Policy:

Regular maintenance provided.

#### 4.6.6.2. Medical Center

Facility Address: 53 Main St W, Dundalk, Ontario N0C 1B0, Canada

Number of Parking Spots: 10

Responsibility to maintain: Township of Southgate

The lot is not used for storage or disposal of snow.

The drainage from this lot is controlled.

Service Policy:

Parking Lot receives regular maintenance.

#### 4.6.6.3. Dundalk Arena and Community Center

Facility Address: 550 Main Street East, Dundalk, Ontario N0C 1B0, Canada

Number of Parking Spots: 100

Responsibility to maintain: Township of Southgate

The lot is used for storage or disposal of snow.

The drainage from this lot is controlled.

Service Policy:

Parking lot receiving regular maintenance.

#### 4.6.6.4. Library

Facility Address: 80 Proton St N, Dundalk, Ontario N0C 1B0, Canada

Number of Parking Spots: 10

Responsibility to maintain: Township of Southgate

The lot is used for storage or disposal of snow.

The drainage from this lot is controlled.

Service Policy:

Parking lot receives regular maintenance.

#### 4.6.6.5. Proton Street North

Facility Address: Proton Street North, Dundalk, Ontario N0C 1B0, Canada

Number of Parking Spots: 20

Responsibility to maintain: Township of Southgate

The lot is not used for storage or disposal of snow.

The drainage from this lot is controlled.

Service Policy:

Parking lot receives regular maintenance.

#### 4.6.6.6. Artemesia Parking Lot

Facility Address: Artemesia Street North of Main, Dundalk, Ontario N0C 1B0, Canada

Number of Parking Spots: 4

Responsibility to maintain: Township of Southgate

The lot is not used for storage or disposal of snow.

The drainage from this lot is not controlled.

Service Policy:

Parking lot receives regular maintenance.

### 4.6.7. Snow Removal and Disposal

Currently, municipal staff removes and hauls snow to the sites listed in the table below when the accumulation of piled snow impedes traffic on the road and/or sight lines at intersections.

The decision to initiate the hauling operation will be dependent upon the depth and accumulation of snow. Snow will only be removed from intersections where a public street intersects with another public street. This operation will typically be conducted after other higher priority post-storm activities have been completed.

Under normal circumstances, hauling of the snow will be conducted during normal working hours. Snow removal from the rights-of-way into private property driveways will be the responsibility of the adjacent private property owner\*.

#### 4.6.7.1. Dundalk

Site Address: 752051 Ida Street, Dundalk, Ontario N0C 1B0, Canada

Surrounding Land Use and Surface Material:

- North of site: Commercial Unpaved
- South of site: Residential Unpaved
- East of site: n/a Unpaved
- West of site: n/a Unpaved

#### Drainage:

- Controlled runoff: No
- Retention pond: No
- Additional details: The Run-off is managed on site.

Site Design:

- Design capacity: 1000000 Litres
- Snow disposed-off entirely on a low permeability surface: 0 %
- Meltwater directed to a retention pond before its discharge: 0 %
- Meltwater collected and discharged into a municipal sewer system: 0 %
- Meltwater collected and discharged into a watercourse: 0 %

Additional Details:

Snow is brought to the Township of Southgate lagoon property.

The Township of Southgate does not use snow melters.

#### 4.6.8. Plow Routes

Appendix 2 contains maps of the salt/sand routes, anti-icing routes and plow routes.

### 4.6.9. Salt Vulnerable Areas

Certain locations within the area of responsibility of the Township of Southgate have been identified as being potentially vulnerable to the over-application of road salt. These areas are shown on the route maps in the appendices. Accordingly, salt storage, snow disposal and material application in these areas will be strictly monitored and in some cases may be restricted in a variety of ways.

#### 4.6.9.1. Dundalk Wells

Facility Address:

Area Footprint: 230000.0 Square Metres

Additional Details: Well D3 is located at 280 Victoria Street West (industry Road) in Dundalk Well D4 is located at 550 Main Street East in Dundalk Well D5 is located at 250 Hagan East Street in Dundalk

Mitigation Measures: The Township of Southgate uses 4% salt in a sand/salt mix.

Associated Vulnerabilities: Drinking water (surface or groundwater)

### 4.6.10. Weather Monitoring

In order to determine an effective winter event response and allocate the appropriate resources the Township of Southgate supplements their general observations with weather information from various sources which includes:

- 1 Infrared Thermometers
- Observations from municipal staff, communication with staff of adjacent municipalities;
- Customized weather forecasts which are updated 4 times/day from a Value Added Meteorological Service The Winter Web App Team at Ontario Good Roads Association
- Wood Local Area Forecast for Grey County South provided through the County of Grey to Lower Tier Municipalities

### 4.6.11. Communications

Maintaining reliable internal communications is a critical component of winter operations. The Township of Southgate uses the following:

- All winter maintenance vehicles are equipped with two way communications (radios, cell phone, etc.).
- Township of Southgate provides a call centre which:
  - Is open during the winter season identified in section 4.3 in this document and is staffed 24 hours a day.
  - Is available 7 days a week.

All citizen issues concerning snow and ice control efforts will be routed to Roads Foreman & Fleet Manager . The Roads Foreman & Fleet Manager will determine appropriate follow-up responses to citizen inquiries.

The municipality provides external communication with the general public via:

- Information posted on the municipality's web site (www.southgate.ca)
- www.facebook.com

### 4.6.12. Boundary Street Jurisdiction and Responsibility

The table below outlines the responsibilities of each agency has to the roads bordering with the Township of Southgate. The agencies listed in the table have first response maintenance responsibility to these roads. If the Township of Southgate has its snow routes open and serious problems remain on the boundary streets,The Township of Southgate snow plows may assist based upon the judgement of Roads Foreman & Fleet Manager on duty.

Organization, and Contact	Responsibility Details	Telephone Number
The Municipality of Grey Highlands, Not specified	Roads emergency number	519-986-4069
The Municipality of West Grey, Vance Czerwinski	Director of Infrastructure & Public Works	519-369-2200
The Township of Melancthon, Craig Micks	Public Works Superintendent	519-925-5525
The Township of Wellington North, Dale Clark	Roads Foreman	519-848-2790

TABLE

### 4.6.13. Callout Procedures

Operational decisions will be made by the Roads Foreman / Fleet Manager or his designate with the aid of available forecasting, Level of Service policy, patrolling etc. However, it should be emphasized that decisions will be subjective

and external input, whether in this plan or elsewhere, merely acts as an aid in determining if a call out of staff and equipment by the Roads Foreman / Fleet Manager to respond to a winter event is warranted.

It is vital therefore that the Roads Foreman / Fleet Manager records the prevalent conditions and relevant information when he makes a decision.

The patrol person shall inform the Roads Foreman / Fleet Manager of changing of road and weather conditions observed in the field. When a winter event response is required the patroller will contact Public Works staff by phone. The patroller will contact staff as per the shift schedule and the direction given by the Roads Foreman / Fleet Manager. In the absence of the patroller 1 the patrol 2 person shall be his/her designate and initiate a call out in response to a winter event.

#### 4.6.14. Road Closure and Procedures

In the event a road must be closed due to a severe winter storm, Ontario Provincial Police - Grey County will request signs be placed to close the road. Appropriate signage and barricades will be available at the patrol yard. Upon receiving a request from Ontario Provincial Police - Grey County to close a road to traffic, The Roads Foreman & Fleet Manager or his/her designate will contact the call centre and request that a media release (Appendix 5-1) be sent to the local news and radio stations advising of the road closure. Roads will be deemed to be closed once the signs and barricades are placed. When it is physically impossible to place signs and barricades to close a road, the Roads Foreman & Fleet Manager or his/her designate will advise Ontario Provincial Police - Grey County and request Ontario Provincial Police - Grey County permission to send the media release (Appendix 5-2).

### 4.6.15. Declaration of Emergency Parking Ban

No Parking on streets from November 15 to April 15 from 12am to 7am.

Cars parked on the streets during a snow removal effort may be ticketed and/or towed away. A snow emergency parking ban may be declared by Roads Foreman & Fleet Manager, or their designee. The Ontario Provincial Police - Grey County and media will be notified when the parking ban is initiated.

### 4.6.16. Operating Instructions and Safety Rules

All individuals (whether local staff or contracted) shall abide by operating instructions and safety rules as stated in Appendix 6.

# 4.7. Decommissioning Winter Operations

After the winter season identified in 4.3 expires, the Township of Southgate undertakes the following tasks to decommission winter operations:

#### 4.7.1. Two Weeks After the Winter Season Ends

Two weeks after the winter season ends:

- Cease regularly scheduled winter night patrols.
- Continue monitoring and recording weather forecasts.
- Assign night patrol shift if forecast indicates an overnight winter event is probable.
- Decommission 50 % of the fleet.

#### 4.7.2. One Month After the Winter Season Ends

One month after the winter season ends:

- Cease all winter highway maintenance operations
- Decommission the remainder of the equipment providing weather forecasts warrant the decommissioning.

# 4.8. Training

The Township of Southgate provides winter operations training for all staff involved in the delivery of winter services.

Individuals in the following positions within and outside of the organization have been trained:

- Within Organization:
  - Manager(s)
  - Supervisor(s)
  - Operator(s)
  - Mechanic(s)
  - Patroller(s)
- Contracted Staff:
  - Manager(s)
  - Supervisor(s)
  - Operator(s)
  - Mechanic(s)
  - Patroller(s)

It is compulsory for the organization's in-house staff to be trained for winter services. All trained staff will verify that the training was received by either signing the "Record of Training" included in Appendix 7-1 or 7-2, or another verification document.

Current winter operations training(s) for in-house staff:

- Equipment Circle Check
- Equipment Calibration
- Record Keeping
- Health and Safety
- Level of Service policies, practices and procedures
- Identification of Plow Routes including variations for year to year and issues identified along the route
- Identification of vulnerable areas
- Yard and Equipment maintenance

# 4.9. Record Keeping

Full and accurate completion of the documents listed below, according to the applicable procedures, ensures that the municipality is protected from liability by providing solid documentation that procedures have been followed.

Staff is responsible for keeping the following records:

For Equipment Operators:

• Route Plowed and strategy used (plow only, salt/sand only, anti-ice, combination plowing/sanding/salting

For Patrollers:

- Winter Patrol Record
- Call Out Diary
- Weather and/or RWIS Information Received

For Operations Supervisors:

- Operations Diary
- Incident/Collision Reports
- Total materials used
- Equipment Calibration Records
- Retains records of salt application rates of your fleets
- Has Automatic Vehicle Location (AVL) system installed on fleet

The date will be recorded as YYYY-MMM-DD. It will be written in a numerical format (2021-Nov-23). The time shall be documented using the 24 hour clock format.

Always retain the original copy of documents regardless of their appearance. Writing must be legible for others to read and written in ink. Stains or dirt on the documents is not an issue. If a document requires correction then a line is to be placed through the incorrect information without making it illegible and continue writing on the original document. Initial corrections or change in the colour of ink in a case where you change writing pens.

# **5. PLAN IMPROVEMENTS**

The current winter maintenance policies, practices and procedures form the baseline or benchmark upon which improvements can be made to improve winter operations and/or the use and management of road salt.

Based upon the need to maintain continual service throughout the season, and the previous experience obtaining critical supplies and equipment at the height of the season, over the next ten years the Township of Southgate plans to undertake a number of improvements that will be monitored and updated annually.

- Equipment
  - 2021-2022 Season: Using Pre-treated salt pug milled with sand. New loader Unit 123 for Holstein Depot.

# 6. MONITORING AND UPDATING

Safe and sustainable winter operations includes, as one of its fundamental tenets, the monitoring and updating of winter operations plans, policies, practices and procedures (the "four Ps") of the Township of Southgate in an ongoing manner. To that end, the following continuous improvement cycle is used to refine the "four Ps" annually.



At the end of the winter season, as identified in 4.3, a meeting to review winter operations will be held each year with all winter operations staff to itemize all issues that arose during the winter season and discuss how these issues may be resolved. Prior to the start of the next winter season and with sufficient lead time to implement any changes, the Township of Southgate shall train staff on the changes to equipment and/or winter maintenance policies, practices, and procedures.

The winter season of (2020/21) will be the benchmark year. Year over year achievement using the performance measures listed below will be measured against said benchmark year. Performance measures will be used to determine whether or not the objectives of the Winter Operations Plan and/or winter maintenance policies, practices, and procedures have been met.

Monitoring the severity of the winter season:

- % change (+/-) in the total annual Centimetres of snow accumulation from the benchmark year
  - Last Season: 888.0
  - This Season: 1425.0
  - % Change: +60.47
- % change (+/-) in the total number of days with measurable snowfall from the benchmark year
  - Last Season: 100
  - This Season: 90
  - % Change: -10.00
- % change (+/-) in the total number of days with freezing rain from the benchmark year
  - Last Season: 11
  - This Season: 9
  - % Change: -18.18
- % change (+/-) in the total number of continuous winter event responses from the benchmark year
  - Last Season: 17
  - This Season: 22
  - % Change: +29.41
- % change (+/-) in the total number of spot winter event response from the benchmark year
  - Last Season: 10
  - This Season: 10
  - % Change: +0.00
- % change (+/-) in the total number of winter event hours from the benchmark year
  - Last Season: 1820.0
  - This Season: 2020.0
  - % Change: +10.99
- % change (+/-) in the total number of days that required salt operation from the benchmark year
  - Last Season: 22
  - This Season: 30
  - % Change: +36.36

Monitoring the Salt Used:

- % change (+/-) in the total tons of salt purchased annually from the benchmark year
  - Last Season: 400.0
  - This Season: 400.0
  - % Change: +0.00
- % of applications where discharge rates exceeded
  - Last Season: 0
  - This Season: 0
  - % Change: +NaN
- % change (+/-) in the total tons of salt applied annually per lane km per winter event
  - Last Season: 400.0
  - This Season: 400.0
  - % Change: +0.00

Ensuring customer satisfaction:

- % change (+/-) in the total number of winter event responses that met or exceed the level of service policy from the benchmark year
  - Last Season: 27
  - This Season: 32
  - % Change: +18.52
- % change (+/-) in the total number of complaints received regarding winter operations from the benchmark year
  - Last Season: 18
  - This Season: 3
  - % Change: -83.33

# 7. ADDITIONAL DETAILS

#### 7.8 No Winter Maintenance Roads 2021-2022

No winter Maintenance Roads 2021-2022

#### 7.10 Dundalk Winter Activity Report

The Dundalk Public Works Team will complete this form for reporting Winter Activity.

# 8. DISTRIBUTION OF THIS PLAN

This Plan shall be distributed to the following:

- Public Works Supervisors
- Public Works Manager
- Public Works Foreman / Fleet Manager
- Operations Staff
- Township Plow Trucks or Graders
- Township of Southgate Council

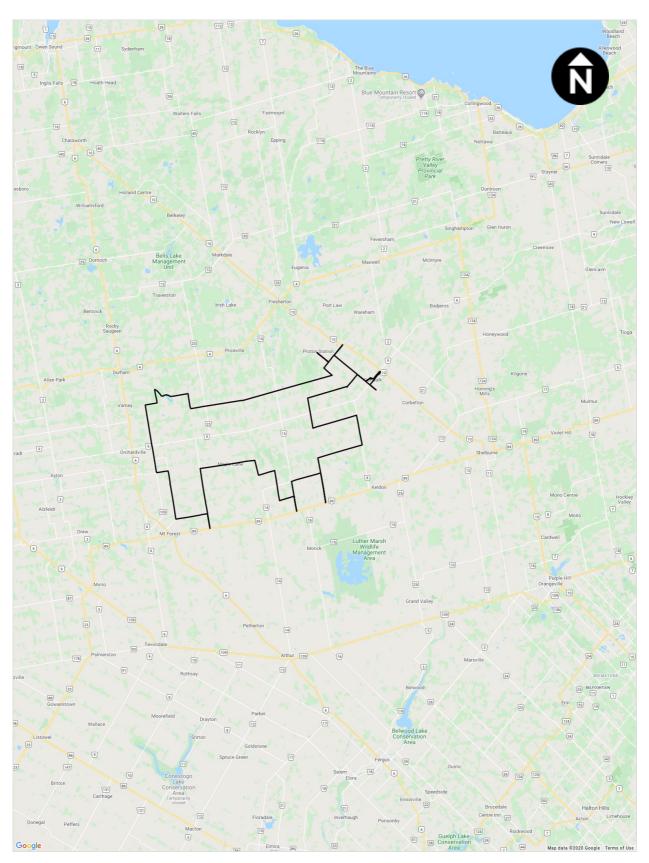
# 9. DISCLAIMER

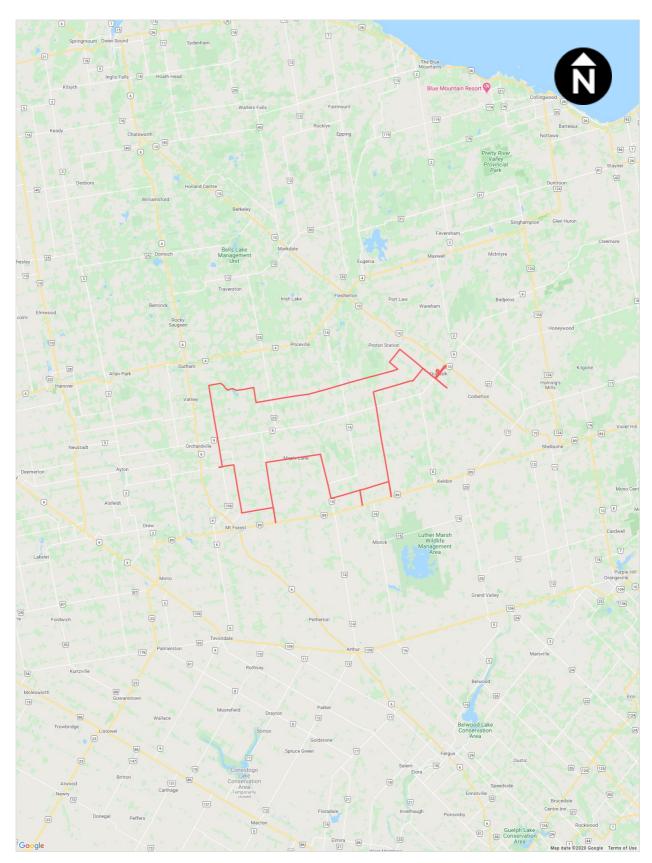
This Manual may be affected by at least one or more of the following events which could delay or alter snow and ice control by the Township of Southgate:

- 1. Equipment breakdown
- 2. Vehicles disabled in deep snow.
- 3. Weather so severe as to cause work to be stopped for the safety of all personnel.
- 4. Unforeseen conditions and emergencies.
- 5. Significant medical related emergencies.

# **Appendix 1**

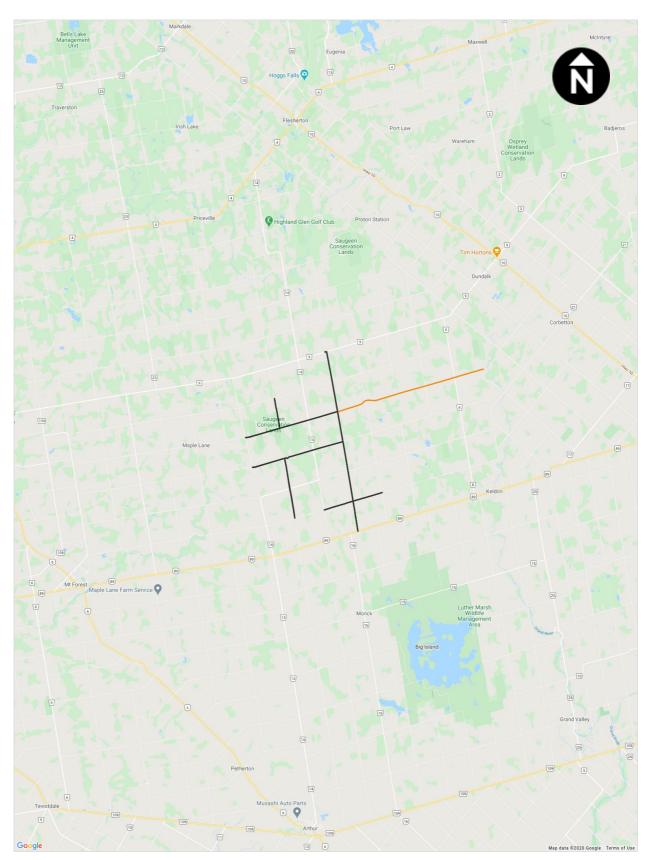
Patrol Routes (a.k.a. Routes of Representative Roads)



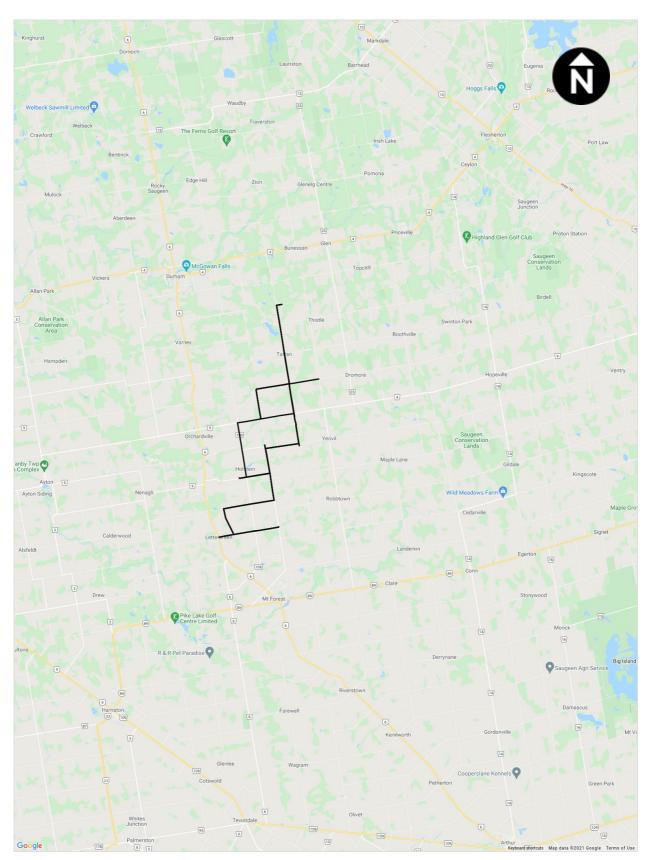


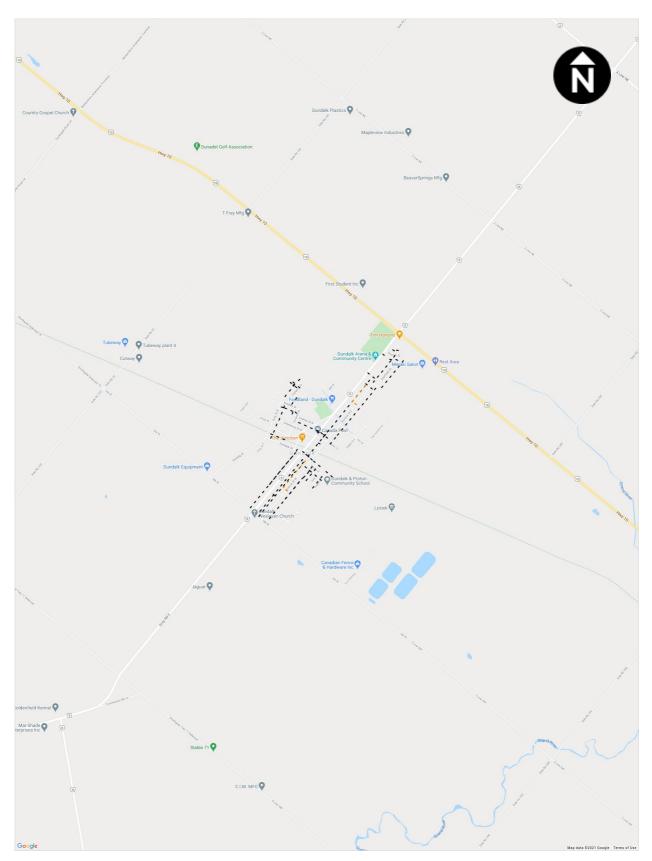
# **Appendix 2**

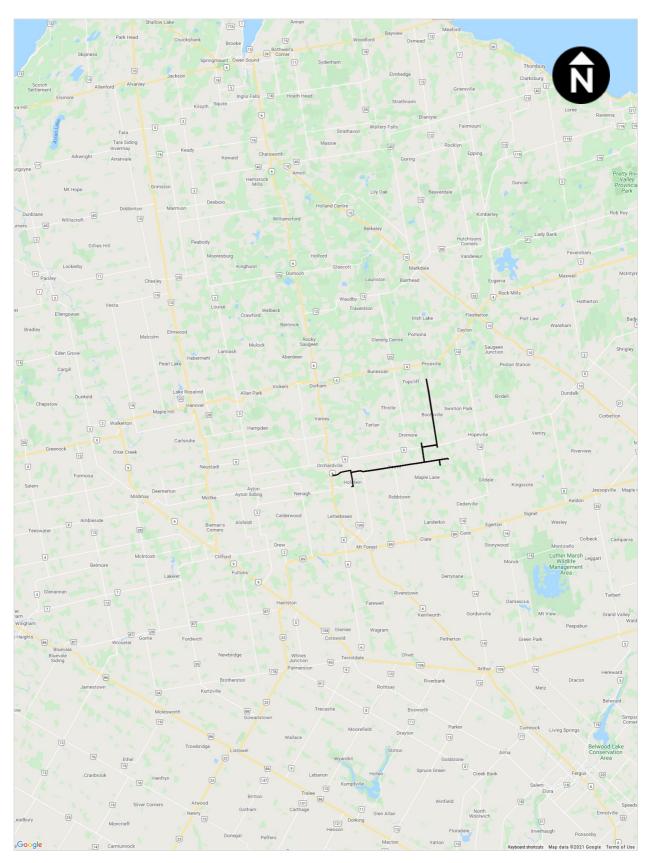
Road and Sidewalk Routes



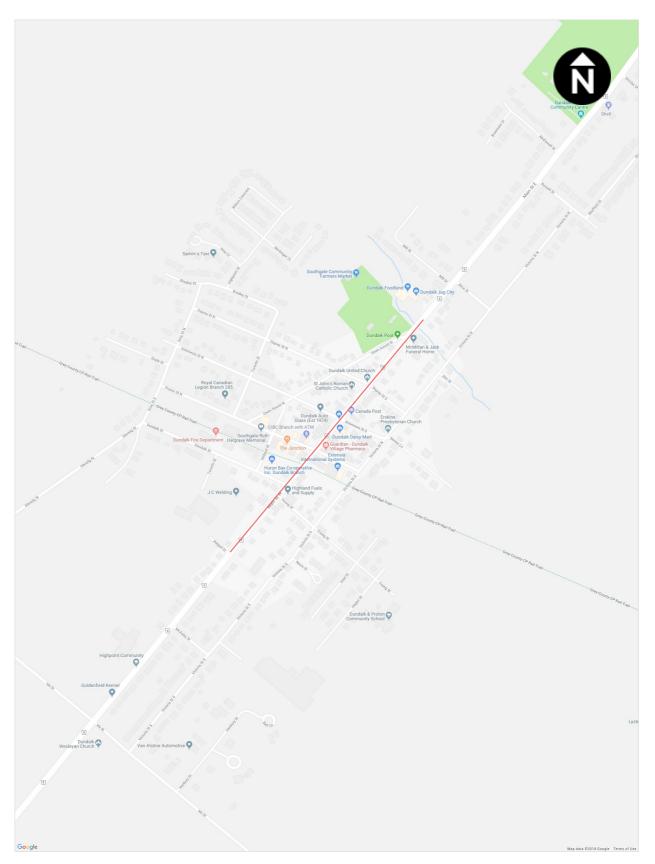


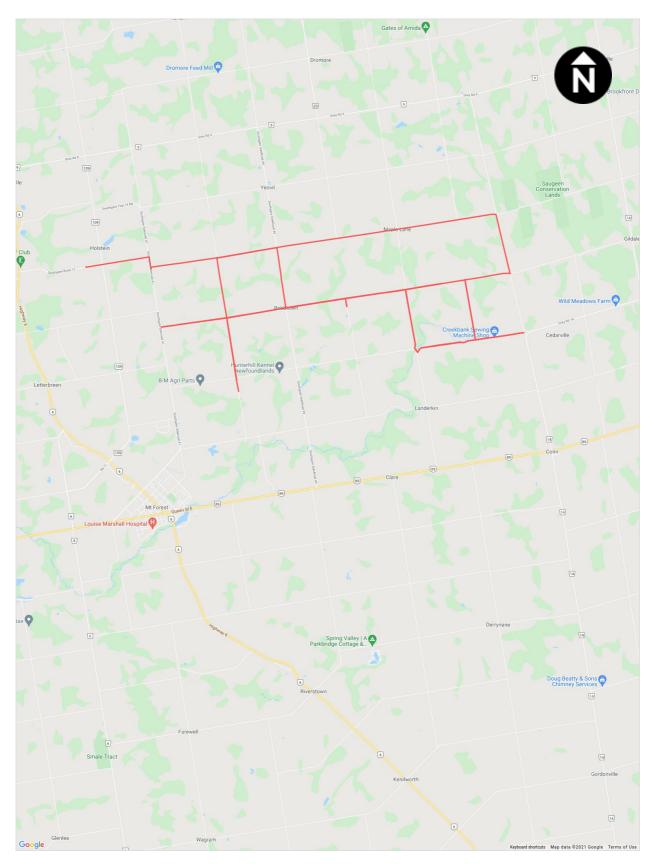


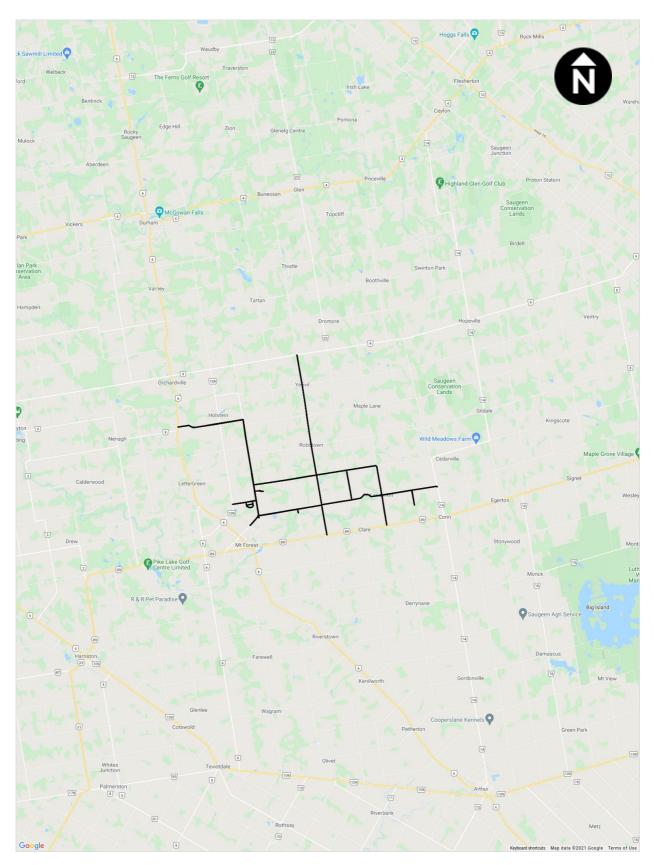


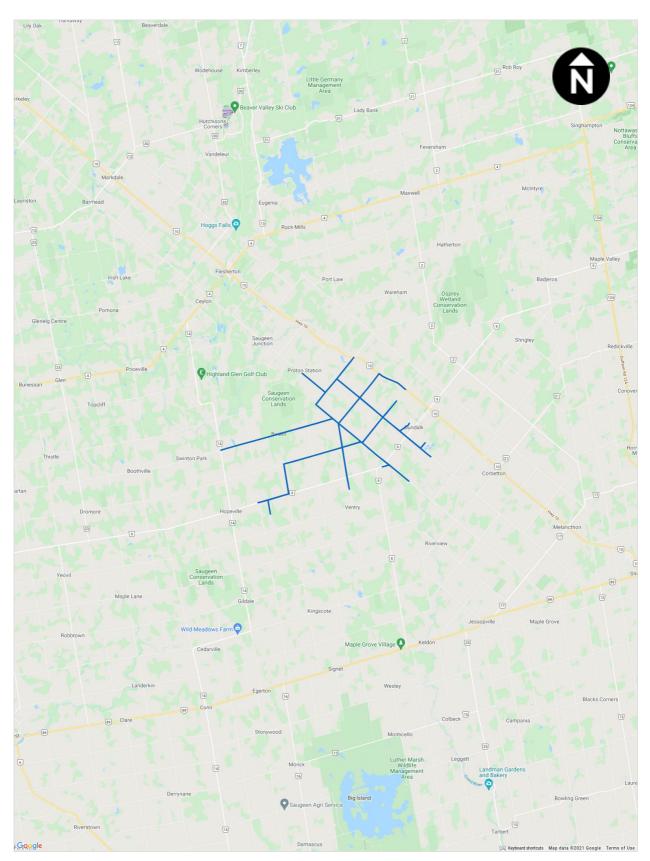


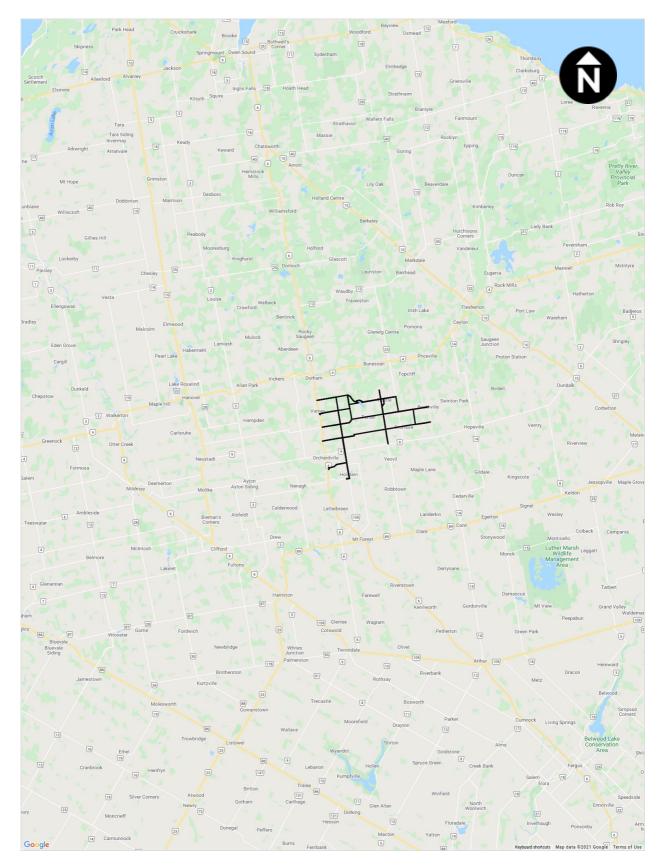
Unit 117 Roadway Route



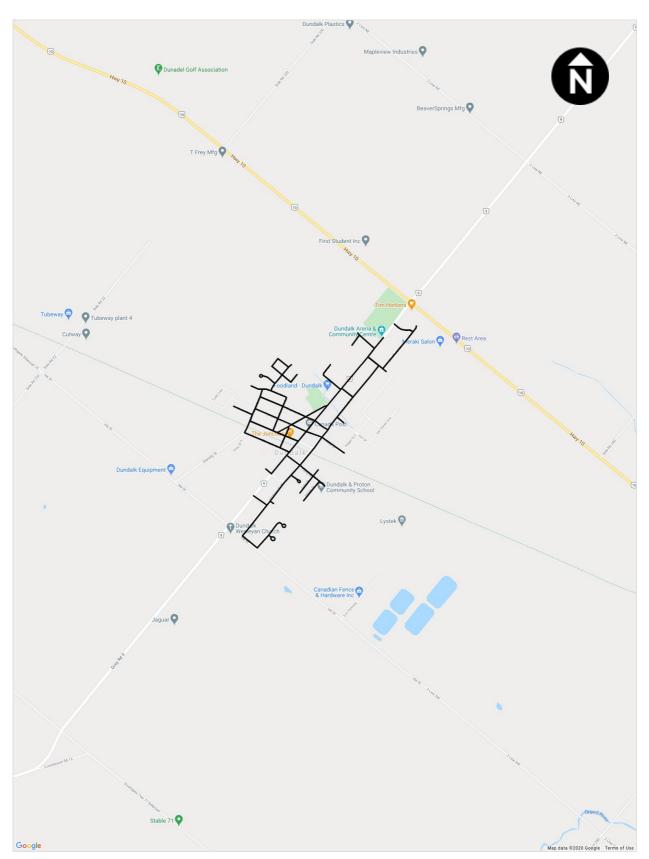




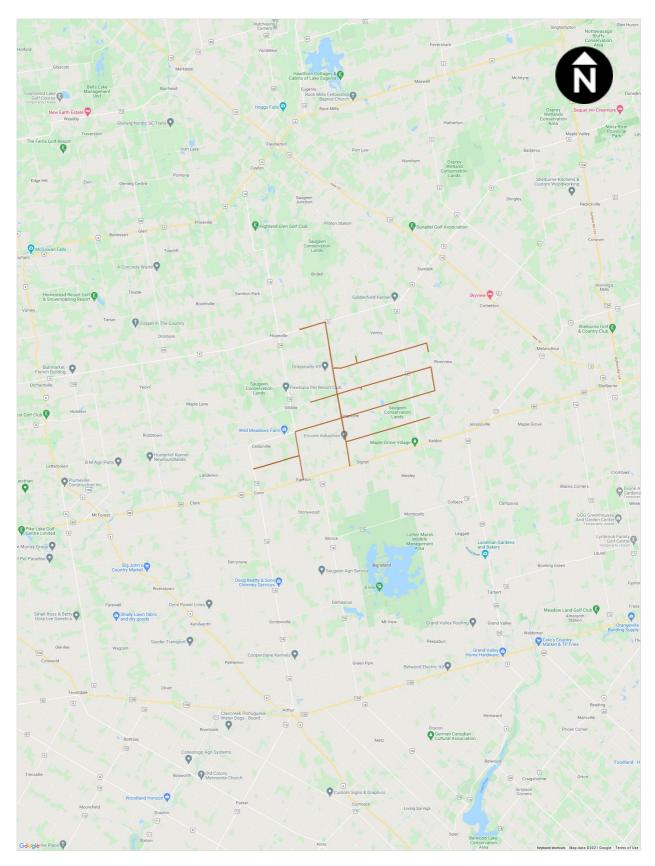


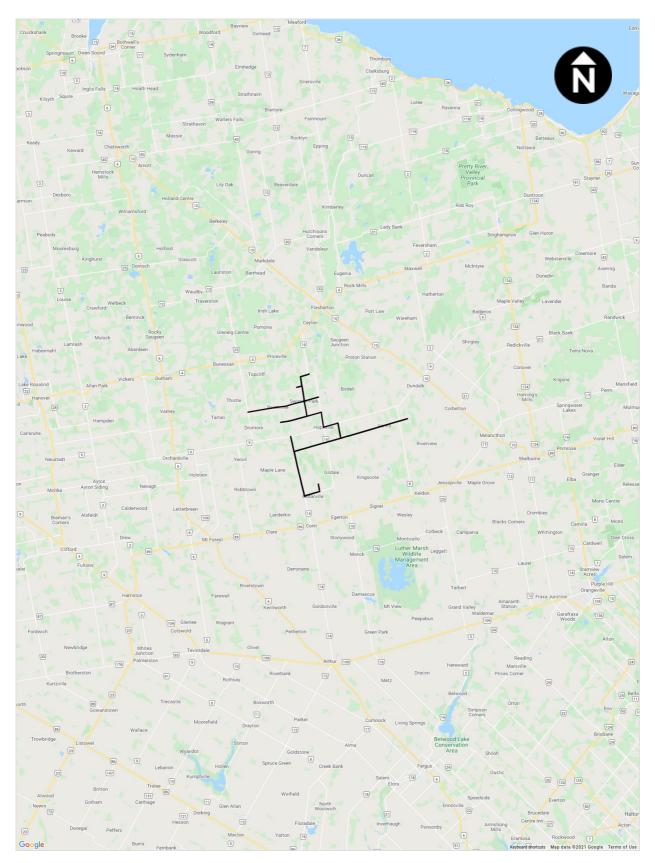


Unit 215 Roadway Route



#### Unit 216 Roadway Route





# **Appendix 3**

Equipment List

Equipment	Туре	Owned By	Electronic Controller Installed	Calibration Date	Pre-Wet Capability		Infrared Thermometer installed
Unit 100 - 2004 Volvo Grader	Grader	Township of Southgate	N		N		N
Unit 101 - 2010 John Deere Gra der	Grader	Township of Southgate	N	N/A	N	N	N
Unit 105 - 2008 John Deere G	Grader	Township of Southgate	N	N/A	N	N	N
Unit 111 - Bobc at	Other	Township of Southgate	N	N/A	N	N	N
Unit 113 - 2014 Trackless	Other	Township of Southgate	N	N/A	N	N	N
Unit 116 - 2016 John Deere Gra der	Grader	Township of Southgate	N	N/A	N	N	N
Unit 117 - 2018 Kubota Tractor	Other	Township of Southgate	N	N/A	N	N	N
Unit 123 - Load er New Holland	Other	Township of Southgate	N	N/A	N	N	N
Unit 205 - 2007 International Ta ndem	Tandem Axle	Township of Southgate	N	N/A	N	N	N
Unit 208 - 2008 Ford F550	Single Axle	Township of Southgate	N	N/A	N	N	N
Unit 209 - 2004 Sterling Tandem Spare Unit	Tandem Axle	Township of Southgate	N	N/A	N	N	N
Unit 212 - 2013 International 76 00 Tandem	Tandem Axle	Township of Southgate	Y	2016-Oct- 28	N	N	N
Unit 214 - 2014 International Ta ndem	Tandem Axle	Township of Southgate	Y	2016-Oct- 28	N	N	N
Unit 215 - 2016 International S/A	Single Axle	Township of Southgate	N	N/A	N	N	N
Unit 216 - 2017 International 76 00 Tandem	Tandem Axle	Township of Southgate	N	N/A	N	N	N
Unit 220 Wester n Star Tandem	Tandem Axle	Township of Southgate	N	N/A	N	N	N
Unit 312 - 2016	Other	Township	NI	N1/A	NI	NI	·/

Ford 150	Other	טי Southgate		IN/A	IN	IN	Ť
Unit 315 - 2018 Ford F150	Other	Township of Southgate	N	N/A	N	N	Y

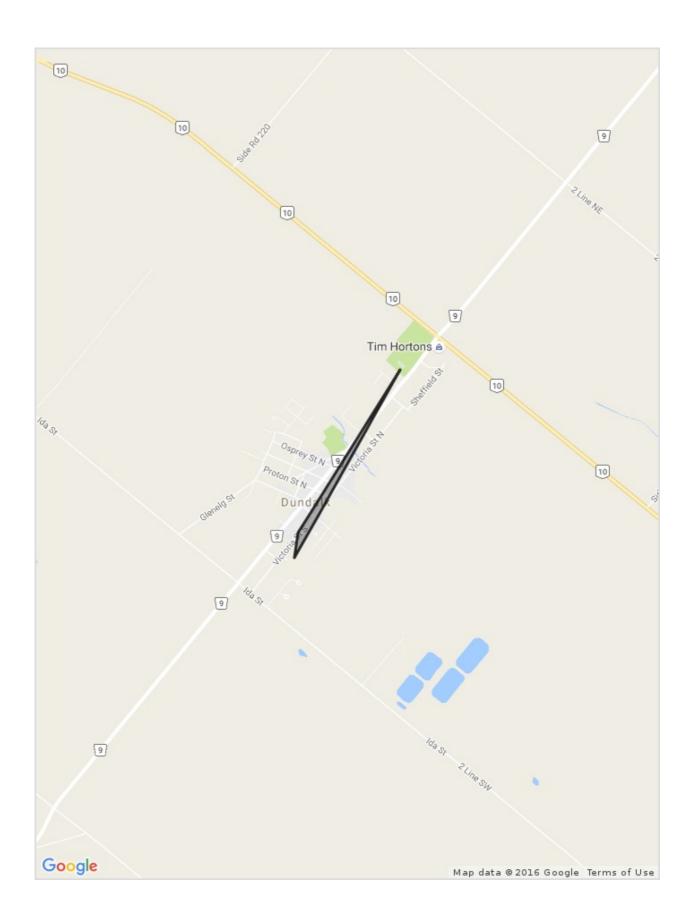
Equipment	Pre-Wet Capability	Anti- Icing Capacity	Other Features	Comments
vo Grader	N	Ν		
Unit 101 - 2010 Joh n Deere Grader		Ν		
Unit 105 - 2008 Joh n Deere G	Ν	N		
Unit 111 - Bobcat	Ν	Ν		
Unit 113 - 2014 Tra ckless		Ν	- Has a spreader	
Unit 116 - 2016 Joh n Deere Grader	Ν	Ν		
Unit 117 - 2018 Kub ota Tractor		N		This tractor completes snow cleaning in parking lots
Unit 123 - Loader N ew Holland		Ν		
Unit 205 - 2007 Inte rnational Tandem	Ν	Ν	- Has a spreader	
Unit 208 - 2008 For d F550	Ν	Ν	- Has a spreader	
Unit 209 - 2004 Ster ling Tandem Spare Unit		N	- Has a spreader	
Unit 212 - 2013 Inte rnational 7600 Tan dem		N	- Has a spreader	
Unit 214 - 2014 Inte rnational Tandem		N	- Has a spreader	
Unit 215 - 2016 Inte rnational S/A	Ν	Ν	- Has a spreader	
Unit 216 - 2017 Inte rnational 7600 Tan dem	Ν	N	- solid salt application ready,- Has a spreader	
Unit 220 Western St ar Tandem		Ν	- Has a spreader	
Unit 312 - 2016 For d 150	N	Ν		
Unit 315 - 2018 For d F150	N	N	- Has mounted mobile RWIS	Foreman Truck 315 patrols all roads within the Municipality

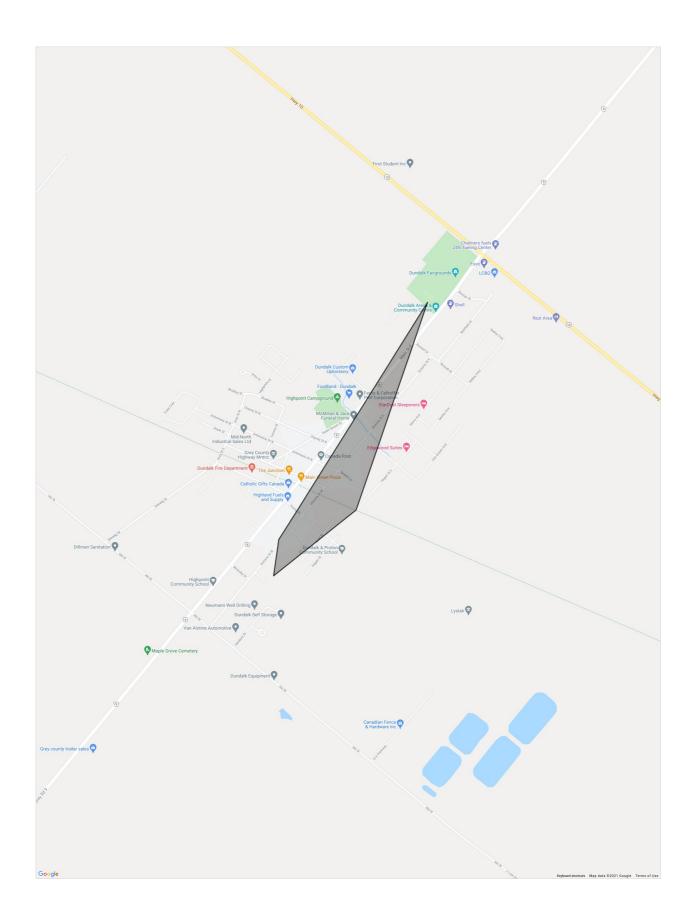
Legend Y = Yes N = No

# **Appendix 4-1**

Vulnerable Area (Dundalk Wells)







â€,â€,â€,

# **Appendix 5-1**

Media Release Road Closed

Southeate	
Southe	

The Township of Southgate

Date \_\_\_\_\_

Time \_\_\_\_\_

## Media Release

Due to a severe winter storm *Ontario Provincial Police - Grey County* advise that the following roads in the Township of Southgate are impassable due to (reason, e.g. "drifting and blowing snow") and have been closed to traffic.

Street Name	From	То

Ontario Provincial Police - Grey County advise that these roads will remain closed until the storm subsides and driving conditions improve.

# **Appendix 5-2**

Media Release Severe Weather

South gate
The Township of Southgate
Date

Time \_\_\_\_\_

## Media Release

Due to a severe winter storm *Ontario Provincial Police - Grey County* advise that many roads in the Township of Southgate are impassable due to drifting and blowing snow. *Ontario Provincial Police - Grey County* advise that you do not drive until the storm subsides and driving conditions improve.

(Sometimes it is physically impossible to place signs and barricades to close a road, in this instance use this release when the roads have NOT been physically been closed by the placement of signs and barricades or an officer is present to redirect traffic)

# **Appendix 6**

Operating Instructions and Safety Rules The Township of Southgate OPERATING INSTRUCTIONS AND SAFETY RULES 1. WORK HOURS

For major storm events, one 12 hour shifts will be established at the discretion of the

Public Works Foreman / Fleet Manager

## 2. SAFETY PROCEDURES

Safety is paramount during any snow storm. The following safety rules will be observed by all equipment operators.

A. Check your snow removal equipment prior to leaving the yard and also the following:

- 1) All work lights and emergency lights
- 2) Two-way radio
- 3) Snow plow and frame for damage
- 4) Sander
- 5) Rear view mirrors
- 6) Flags and reflectors
- 7) Windshield wipers
- 8) Heater and defroster
- 9) All necessary mapping for snow and ice removal
- 10) Vehicle Inspection Items
- 11) Liquid dispensing apparatus
- B. Report any non-working equipment to a Fleet Manager immediately.
- C. Use reasonable caution in operation of snow removal equipment.
- D. Drive cautiously.
- E. Utilize caution when operating in cramped quarters with parked cars on a street.
- F. Know your route and any fixed objects covered by snow.
- G. Obey all traffic laws.
- H. Do not follow traffic too closely.

I. Slow down prior to turning—your plow will tend to push you where it wants to go.

J. Equipment involved in snow and ice control operations is emergency equipment, but you as the operator, must obey all traffic laws and provide right-of-way to other vehicles.

K. Do not attempt to tow private automobiles—offer assistance by way of radio contact to the Public Works Foreman.

L. Utilize caution when operating deicing equipment. Watch for overhead obstructions.

M. Lower box when necessary.

## **3. ACCIDENTS**

Report all moving vehicle accidents immediately to your Supervisor. Depending on the severity of the accident and availability due to storm related issues, the Ontario Provincial Police (OPP) will typically be called to evaluate the accident. Prior to leaving duty on the shift, a Motor Vehicle Accident Report from the OPP should be recceived. Your Supervisor will attempt to interview the driver at the end of the shift or within 24 hours after return to normal duties.

## 4. CARE AND USE OF EQUIPMENT

The snow plow operator is responsible for routine maintenance of the vehicle. Report any maintenance needed to the The Fleet Manager. Check vehicle before and after use for any maintenance needed or damage to equipment. Fill out Operations Daily Inspection Check Sheet. The vehicle should be refuelled at the end of each operator's shift.

## 5. RADIO COMMUNICATIONS

Operators are to take duty instructions from the Public Works Foreman. The Police may report road conditions or other issues to the Public Work's Foreman. It will be the role of the Public Works Foreman to direct all winter maintenance related operations.

## 6. DAILY REPORTS

Upon completion of the shift, operators will be required to fill out a Daily Report sheet. This sheet will document location, date, mileage, and material usage.

## 7. SIGNIFICANT WEATHER EVENT

The Township of Southgate may at times declare a significant weather event. A significant weather event means an approching or occuring weather hazard with the potential to pose a significant danger to users of the highways within the Township.

A weather hazard means the weather hazards determined by Environment Canada

as meeting the criteria for the issuance of an alert under its Public Weather Alerting Program.

The Township of Southgate may declare a significant weather event relating to snow accumulation on roadways and bicycle lanes; ice formation on roadways and icy roadways; and snow accumulation, ice formation and icy sidewalks.

The standard for treating significant weather events declarations is to:

- Monitor the weather as set out in the Winter Plan and, if deemed practical, deploy resources to address the event starting from the time that the Township deems appropriate to do so.
- Following the end of a weather hazard in respect of which a significant weather event ends, the Township shall declare the end of the significant weather event and address the conditions as in the Winter Plan.
- Declaration of a significant weather event beginning and ending shall be communicated by posting on the Township website, social media, Facebook and municipal511.

# **Appendix 7-1**

**Record of Training** 



The Township of Southgate

## **Record of Training**

This statement certifies that the below named individual has successfully completed the in-house Winter Operations Training program as required by The Township of Southgate Winter Operations Plan.

The Winter Operations Training program is comprised of the following modules:

<ul> <li>Equipment Circle Check</li> <li>Equipment Calibration</li> <li>Record Keeping</li> <li>Health and Safety</li> <li>Level of Service – policies, practice</li> <li>Identification of Plow Routes – inclidentified along the route</li> <li>De-icing chemicals – application radiates</li> <li>Identification of road salt vulnerable</li> </ul>	luding variations for ye ates, storage and hand e areas and the proce	dling
Employee Name		_ (Please print name)
Employee Signature	Date	
Trainer Signature	Date	

Supervisor Signature \_\_\_\_\_ Date \_\_\_\_\_

# Appendix 7-2

Record of Training - Night Patroller



The Township of Southgate

## **Record of Patroller Training**

\_\_\_\_\_ (employee name) has successfully This certifies that completed the in-house Winter Operations -Patroller Training as required by the Township of Southgate Winter Operations Plan.

The Winter Operations – Patroller Training workshop includes the following modules:

<ul> <li>Weather monitoring and forecasting results including System, Value Added Meteorological Service, eutectic temperature, dew point</li> <li>Winter Shift Schedules</li> <li>Record Keeping</li> </ul>	-
Health and Safety	_
Level of Service – policies, practices and procedure	
Identification of Plow Routes – including variations f identified along the route	or year to year and issues
identified along the route	as and handling
<ul> <li>De-icing chemicals – usage, application rates, stora</li> <li>Identification of road salt vulnerable and/or susceptil</li> </ul>	
to follow in those areas	ble aleas and the procedules
Call-out procedures	
Emergency contacts	
□Yard and Equipment maintenance	
Employee Name	(Please print name)
Date of Training	
Location of Training	
Trainer Signature	
Supervisor Signature	

# Appendix 8-1

(No Winter Maintenance Roads 2021-2022)

No winter Maintenance Roads 2021-2022

Southgate No Winter Maintenance Roads			
Road Name	Notes		
Southgate Rd 04	Grey Rd 8 - East 0.93		
Southgate Rd 10	Hwy 6 - Sdrd 33		
Southgate Sdrd 07	SG RD 12 - Grey Rd 9		
Southgate Sdrd 07	Grey Rd 9 - SG RD 22		
Southgate Rd 19	SG RD 12 - SG RD 14		
Southgate Rd 19	Hwy 89 - SG RD 10		
Southgate Rd 21	SG RD 10 - Grey Rd 9		
Southgate Sdrd 41	Sg RD 14 - Grey Rd 9		
Southgate Sdrd 41	SG RD 04 to Wellington St		
Southgate Sdrd 47	Sg RD 12 - SG RD 14		
Southgate Sdrd 47	SG Rd 04 - Hwy 89		
Southgate Sdrd 55	SG RD 14 - Grey Rd 9		
Southgate Sdrd 57	Grey Rd 9 - SG RD 26		
Southgate Sdrd 61	SG RD 10 - Grey Rd 9		
Southgate-Glenelg Townline	SG SD east 1.1 km		
Southgate Sdrd 47	SG RD 04 - SG RD 08		

Winter Operations Plan

Page 76 of 76

# Appendix 8-2

(Dundalk Winter Activity Report)

The Dundalk Public Works Team will complete this form for reporting Winter Activity.

<u>DAILY W</u>	INTER	R ACT	<u>IVITY I</u>	REPOI	7 <u>7</u>		
Date:			_ L	ocation:	Dundalk		
Morning Temperature:			s	nowfall:			
Freezing Rain:	Yes	or	No				
Present Road Conditions:					Time:		-
Present Sidewalk Conditions:					Time:		
Activity	Plow Unit #	Start Time	Finish Time	Signs OK	Quantity of Sand Used	Quantity of Salt Used	Operators Signature Completing Task
Snow Plowed All Streets	215						
Sand/Salt Mixture All Streets							
Sand/Salt Mixture Corners Only							
Sand Salt Parking lots							
Route A - Blown / Plowed							
Rotute A - Salted							
Route B - Blown / Plowed							
Route B - Salted							
All Sidewalks Sanded/Salted							
Additional sections to route A:							
Additional section to route B:							
Works Garage / Fire Hall Snow Blown							
Proton St Parking Lot Snow Blown							
Credit Union Parking Lot Snow Blown							
Artemesia St. Parking Lot Snow Blown							
Holland St Parking Lot Plowed/Blown							
Proton St Back Alley Snow Blown							
Medical Centre Parking Lot Snow Blown							
Library Parking Lot Snow Blown							
MacIntyre Building Parking Lot Snow Blown							

#### DAILY WINTER ACTIVITY REPORT

Activity	Plow Unit #	 Finish Time	Signs OK	Quantity of Sand Used	Quantity of Salt Used	Operators Signature Completing Task
Townhall Steps Shovelled & Salted						
New Library Sanded/Salted						
Tranfer Station Blown/ Sanded						
Arena Parking Lot Plowed & Snow Blown						
Hog Barn Parking Lot Plowed & Snow Blown						
Arena Parking Lot Sanded/Salted						
Hog Barn Parking Lot Entrance Sanded/Salted						

Details of Sign Problems :

	1	Location:
	2	Location:
	<u>3</u> 4	Location:
	5	Location:
Resolution of above Sign Problems	3:	
	1	Repaired by:
	2	Repaired by:
	3	Repaired by:
	4	Repaired by:
	5	Repaired by:
Other Activities Completer	1:	

Other Activities Completed :

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#### **Township of Southgate** Administration Office

185667 Grey Road 9, RR 1 Dundalk, ON NOC 1B0 Phone: 519-923-2110 Toll Free: 1-888-560-6607 Fax: 519-923-9262 Web: www.southgate.ca

# Staff Report CAO2021–079

Title of Report:Southgate-Team Town Hall Dundalk Olde Town Hall Cultural<br/>Space Financial Commitment and Use Partnership Agreement<br/>Report

**Department:** Administration

**Council Date:** December 1, 2021

#### **Council Recommendation:**

Be it resolved that Council receive Staff Report CAO2021-079 as information; and

**That** Council review and provide staff feedback on the Draft Southgate-Team Town Hall Dundalk Olde Town Hall Cultural Space Financial Commitment and Use Partnership Agreement as presented; and

**That** Council direct staff to forward the Draft Southgate-Team Town Hall Dundalk Olde Town Hall Cultural Space Financial Commitment and Use Partnership Agreement to Team Town Hall and Wellington Capital Corporation for their input; and

**That** Council direct staff to bring back the final version of the Southgate-Team Town Hall Dundalk Olde Town Hall Cultural Space Financial Commitment and Use Partnership Agreement for Council approval and consider approval by Municipal Bylaw at the December 15, 2021 meeting.

#### **Background:**

The CAO has provided staff reports at the previous Council meeting as information and updates on the Team Town Hall's interest and proposals to operate the Dundalk Olde Town Hall as a cultural facility in partnership with the Township. Staff have also provided information on the Wellington Capital Corporation bid proposal to purchase the Dundalk Olde Town Hall. The Township also hosted a meeting on October 7<sup>th</sup>, 2021 in the Macintyre Building with Team Town Hall representatives, the proponent Ray Stanton representing Wellington Capital Corporation, Southgate Mayor John Woodbury and Southgate staff members from Recreation and the CAO's Office. As a result of all this information gathering and discussions the CAO created staff report CAO2021-069 and Council approved the following resolution:

#### Moved By Councillor Frew; Seconded By Councillor Rice;

**Be it resolved that** Council receive Staff Report CAO2021-069 as information; and That Council provide any feedback 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. 2021-586

# **Staff Comments:**

Staff have drafted an agreement of terms and conditions for a Team Town Hall Agreement with the Township of Southgate in relation to the following:

- 1. Defines the use of the Dundalk Olde Town Hall building spaces assigned for cultural event uses.
- 2. Defines the use of the Dundalk Olde Town Hall building shared spaces being washrooms and kitchenette.
- 3. Team Town Hall's responsibility for the Dundalk Olde Town Hall building operating cost financial commitments to Wellington Capital Corporation.
- 4. Team Town Hall's responsibility for the Dundalk Olde Town Hall building annual lease payment commitments to Southgate; and
- 5. Team Town Hall's responsibility for the Dundalk Olde Town Hall capital, operating and maintenance costs.

Staff have presented this agreement for Council to review, provide feedback to staff. Once approved in draft staff will forward onto Team Town Hall and Wellington Capital Corporation for their review, approval and execution of the Southgate-Team Town Hall Dundalk Olde Town Hall Cultural Space Financial Commitment and Use Partnership Agreement. Staff will then present this agreement for Council approval.

# 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 other than some costs for legal review of the agreement.

The financial impact in the 2022 budget could be from zero cost to \$18,000.00 for up to 6 months (\$3,000.00 per month) of cultural space lease payment, less the Team Town Hall portion of \$5,000.0 for the same 6 month period. The net Southgate lease payments for the 6 months from July to December, 2022 would up to \$13,000.00. Southgate has also committed in the agreement to make 3 annual payments of \$40,000.00 starting in 2022 through to 2024 to support capital project work in the Dundalk Olde Town Hall.

In 2023 and for the life of the 20 year lease agreement with Wellington Capital Corporation, Southgate will pay \$36,000.00 per year (\$3,000.00 per month), less

Team Town Hall's \$10,000.00 annual payment for use and operating the Dundalk Olde Town Hall as a Cultural Community space.

# **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 CAO2021-079 as information.
- 2. Council review and provide feedback on the Draft Southgate-Team Town Hall Dundalk Olde Town Hall Cultural Space Financial Commitment and Use Partnership Agreement.
- 3. Staff will forward the Draft Southgate-Team Town Hall Dundalk Olde Town Hall Cultural Space Financial Commitment and Use Partnership Agreement to Team Town Hall and Wellington Capital Corporation for their input.
- 4. Staff to create the final version of the Southgate-Team Town Hall Dundalk Olde Town Hall Cultural Space Financial Commitment and Use Partnership Agreement for Council to approve and consider approval of the agreement by Municipal By-law as early as the December 17, 2021 Council meeting.

Respectfully Submitted,

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

Attachment 1 – Draft Southgate-Team Town Hall Dundalk Olde Town Hall Cultural Space Financial Commitment and Use Partnership Agreement

#### SOUTHGATE – TEAM TOWN HALL DUNDALK OLDE TOWN HALL CULTURAL SPACE FINANCIAL COMMITMENT AND USE PARTNERSHIP AGREEMENT

#### AMONG:

#### THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

(hereinafter referred to as the "Township")

and

#### **TEAM TOWN HALL**

(hereinafter referred to as the "TTH")

#### (collectively referred to as the "parties")

#### **INTRODUCTION:**

The Township and TTH ("the parties") have interest in negotiating an agreement among them for the use of the Dundalk Olde Town Hall ("the Building") owned by Wellington Capital Corporation ("Wellington"), located in the Village of Dundalk and the County of Grey. "Schedule A" forms part of this agreement and provides the Township with an annual list of the TTH Committee executive members and their responsibilities to keep the Township informed as partners.

Another agreement will be executed at the same time between the Township and Wellington that is complimentary to this agreement and will sell the Building to Wellington. Should the Building not be sold to Wellington it would negate the activation of this agreement between the parties.

The purpose of this agreement is to set out in the document the terms, conditions and financial commitments of each of the parties to establish the responsibilities of TTH and the Township to Wellington Capital Corporation and to ensure the sustainability of the cultural use of the Building spaces will continue to be operated and maintained for the period of the 20 year agreement.

**THIS DOCUMENT WITNESSES** that in consideration of the mutual covenants and agreements contained in it, and subject to the terms and conditions contained in it, the parties agree as follows:

This agreement includes the following information:

1. The parameters for use of the Building by TTH and their commitments they have made for the 20 year period of this agreement are described in "Schedule B", that forms part of this entire agreement;

- 2. The Building use commitments by TTH as use partners have been documented in writing for the 20 years of this agreement are described in "Schedule C", that forms part of this entire agreement;
- 3. Defining of the required Building capital investments that TTH is responsible for in the TTH cultural spaces over the 20 years of this agreement is defined in "Schedule D", that forms part of this agreement;
- 4. Defining of the Building cultural space area and TTH responsibility for maintenance, upgrade work and the utility costs that TTH is responsible for in the Building over the 20 years of this agreement is defined in "Schedule E", that forms part of this entire agreement;
- 5. Defines and describes the Building floor plans (Schedule F") of the Dundalk Olde Town Hall cultural use spaces provided to TTH as being:
  - i. The Theatre space on the second floor;
  - ii. The dedicated cultural space on the west side on the first floor of the Building;
  - iii. Defining the shared use space on the first floor in the back of the building, being the washrooms and kitchen space areas only; and
  - iv. Defining the basement floor shared space use and access.

## THE AGREEMENT ENACTS AS FOLLOWS:

The Corporation of the Township of Southgate is hereby authorizing to enter into a Joint Partnership Agreement with Team Town Hall, recognized as a Community Group with a Not for Profit status, being an organization that is committing to operate the defined cultural space in the Dundalk Olde Town Hall as public facility cultural space in the Village of Dundalk.

The Parties support sharing of publicly funded facilities to maximize benefit to community. The Parties are agreeable to the use of this respective public facility in accordance with the provisions of this Agreement. The Parties are agreeable to the implementation of a benefits-based approach to the allocation of facility space, reflecting the community's needs, personal and social connectedness, economic vitality, and environmental consciousness. The Parties agree that success of this Agreement is dependent on continued commitment to the purpose, vision and goals located herein. The Parties wish to reaffirm their commitment to the principles of the shared use of the Building cultural spaces in partnership with the Building Owner. In such regard, and in recognition of the importance of collaboration, the Parties agree to act openly, fairly, and as far as each may legally do so, to execute and deliver to each other such documentation and do such acts as may be required to reasonably carry out the principles of this Agreement. The Parties agree that the foregoing Preamble shall form part of this Agreement.

# THE PARTIES AGREE AS FOLLOWS:

# **1. DEFINITIONS:**

"Booking Office" means the Township of Southgate Municipal Office.

"Designated Representative" is the contact person for facility use.

"Facility Owner" or "Building Owner" means Wellington Capital Corporation who owns the building.

"Facility Staff" means the employees, volunteers and contractors of the Parties, providing services and maintaining facilities in this Building.

"Facility User" means all users groups that benefit from and book services through this Agreement.

"Parties" means the entities signing this Agreement collectively and Party shall mean one (1) of the signatories.

"Partners" means any entity that partakes in or benefits from the Agreement.

"Rental Agreement" means the formal booking agreement, provided by the Municipal Office to the designated representative, created and signed off for each Facility user event, outlining the rental terms and conditions, for bookings as per this Agreement.

"User Group" is any community group or governing body that books the use of cultural facility in this agreement.

# 2. TERMS OF THE AGREEMENT

2.1. This Agreement shall endure from June 1, 2021 through May 31, 2041.

2.2. The Agreement may be extended, cancelled, or revised at any time upon Township consent.

2.3. The Agreement shall be extended for up to five calendar year from the expiration date specified above if a new agreement has not been put in place.

# 3. CONTACTS

3.1. The contact for Township of Southgate is the CAO or Clerk related to this agreement and administration and Facilities Manager related to operational issues.

3.2. The contact for the Team Town Hall Committee is the current Chair and/or the Secretary of the TTH Committee.

3.3. The contact for the owner of the building, Wellington Capital Corporation is Mr. Ray Stanton or is successors or assigns in the future.

# 4. PURPOSE

4.1. To provide a framework by which this Building as a cultural facility within the Township can be utilized by the community to the maximum extent practicable using a benefits-based approach for space allocations.

4.2. The Agreement covers facility uses of the Building cultural spaces as coordinated and organized by the TTH Committee.

## 5. VISION

5.1. This Building as a public facility cultural space is to be highly utilized to demonstrate and justify valued community needs, allocated fairly, equitably and on the basis of demonstrable benefits to the community, with youth oriented activities being a focused priority.

5.2. Partners subject to this AGREEMENT shall:

- Respect each other, the facilities and the community;
- Actively work together to resolve issues;
- Cooperate and communicate to enhance the community's selfimage; and
- Build healthy opportunities for individuals to connect in ways that benefit all.

5.3. Progressive partnerships are encouraged as a means of promoting community spirit and community wellness through utilization of the cultural facility.

## 6. GOALS & PRINCIPLES

6.1. The Parties share the common goal of providing opportunities and activities, for all ages through the promotion and provision of cultural services, essential to a healthy vibrant community.

The key principles to this approach are:

- Advancing community health and well-being through cultural and leisure opportunities;
- Ensuring fair and just access to the facility;
- Prioritizing access for children and youth.

# 7. PROCESS

7.1. After all required upgrade work has been completed by the Building Owner and approved/certified by the Chief Building Official (CBO) and the Chief Fire Official (CFO), to make the Building accessible and life safety work to allow public to enter the Building, as well any works TTH are required complete as described in this Agreement that restricts public access, the Building will be made available to TTH and facility users.

7.2. The Building cultural space inquiries and rental booking of the Building as covered by this agreement will be booked through the Municipal Office.

7.3. TTH will provide facility user monitoring processes that will assist in evaluating the appropriate use of public facilities.

7.4. TTH will provide specific rules for their space, security procedures, the installation of any new equipment and any changes to the building space structure will be in consultation with the Building Owner and the Township.

7.5. TTH is responsible for assigning a Committee member to communicate and confirm events they plan and schedule are booked, to review the availability of dates and confirm booked events are supported by communicating on a frequent consistent manner with the Municipal Office.

7.6. The Booking Office administration staff will provide a copy of each Agreement and Rental Contract to the designated representative and have the designated representative review all pertinent documents, providing signatures and/or initials where required.

7.7. The Booking Office will prepare and provide a master list of confirmed public facility bookings to the Parties.

#### 8. FEES

8.1. The Parties agree to establish a fee schedule, maintained at a level ensuring facility users have the ability to participate use of the Building.

8.2. Fees will be charged to user groups, as outlined in the "Schedule G", including but not limited to, Building rental fees, cancellation or change fees, key and damage deposits, and janitorial fees and extra staffing charges as required for cost recovery.

8.3. TTH will provide quarterly payments to the Township in the amount of \$2,500.00 in March, June, September and December each year to the Township as their contribution towards the monthly commitment for use of the Building to the property owner of \$3,000.00 per month (\$36,000.00 per year) for this Agreement.

8.4. The Township will collect all revenues pertaining to the Building rental and disperse any applicable fees to TTH. All rental fees for the Building must be paid by users prior to the day of the event use and keys are provided to the user.

8.5. The Township will not be responsible for the Township of Southgate booked events and where the collection of fees is after the event date, where access to the Building is provided to the user by TTH.

# 9. MAINTENANCE AND CANCELLATIONS

9.1. Future planned maintenance schedules that pertain to facilities in this Agreement will be the responsibility of TTH and making aware the Booking Office staff of Building down days that should be booked as maintenance days.

9.2. TTH and the Building Owner will establish maintenance standards, accepted maintenance practices with the Building Owner and provide a mechanism for facility users and TTH to report maintenance issues and/or recommendations.

9.3. Regular repair and maintenance of Building and its operational costs are the responsibility of the Building Owner with those exclusions that are TTH's responsibility of costs, as defined in "Schedule E", that forms part of this entire agreement.

9.4. Building may be withdrawn temporarily for repairs or renovations providing notice at least thirty (30) days in advance or in the event of an emergency as soon as reasonably practical. The Building Owner will notify both the TTH and Township office as soon as possible.

9.5. The Booking Office will contact TTH and the designated representative to provide written notice of any facilities withdrawn from use in relation to Section 9.4 issues.

#### 10. LIABILITY AND INSURANCE

10.1. TTH and User Groups must provide proof of three million dollars (\$3,000,000.00) general liability insurance covering the organization, as well as naming the Township and the Building Owner as being harmless. Special requests to waive the insurance requirement must be made in writing to TTH and the Booking Office.

10.2. Facility users are responsible for any claim, demand, cost, damage, action, suit or proceeding that is, in any manner, based upon, or arising from, or attributable to, its negligence or willful misconduct in relation to the performance of this Agreement or the carrying out of this Agreement by the facility user.

10.3. The TTH is responsible for the repair of damage caused by a facility user of the cultural spaces and make the Building Owner aware of such damages. This does not preclude the Building Owner from securing reimbursement from the facility user, through their liability insurance or damage deposit.

10.4. The Booking Office will notify the facility user if the Building Owner revokes a user's privileges for failure to adhere to the code of conduct or for infractions listed in this Agreement.

#### 11. CODE OF CONDUCT

Facility Users and Facility staff will conduct themselves with:

11.1. Mutual respect of each other's goals and needs, recognizing that the facilities are made available for the benefit of all.

11.2. Respect between facility users and facility staff;

11.3. An understanding that facility users are held accountable for the care of the facilities during their use. Facility users will:

11.3.1. Follow the procedures and rules outlined in this Agreement and it's attached Schedules.

11.3.2. Review all pertinent documents and the designated representative will provide signatures and/or initials where required.

11.3.3. Report all maintenance issues through the Booking Office to submit to Building Owner.

# 12. CHANGES TO THE AGREEMENT AND SEVERABILITY

12.1. All Schedules can be amended as required by the mutual consent of the Parties and must be agreed to in writing by TTH and the Township.

12.2. No provision of this Agreement shall be deemed to have been changed unless made in writing and signed by each of the parties.

12.3. If any provision of this agreement is unenforceable or invalid for any reason such unenforceability or invalidity shall not affect the remaining provisions and such provisions shall be severable from the Agreement.

#### 13. AGREEMENT REPORTING AND TRANSPARENCY

13.1. TTH shall provide an annual report on the Olde Town Hall Cultural operations and use as a presentation to Council within the first 90 days after and based on the end of each calendar year of operating reporting on event uses, attendance, financial revenues and expenses results, fundraising received, capital projects completed and their 5 years capital projections plan going forward.

# 14. FAILURE TO MAINTAIN ANNUAL TOWNSHIP FINANCIAL CONTRIBUTION

14.1. If the Township does not receive its annual \$10,000.00 payment from TTH, the Township may request TTH attend a special meeting with Council to discuss the matter.

14.2. The Township may with 90 days written notice to TTH amend or cancel this agreement based on the concerns related to the issues in Section 14.1. or if TTH is not acting in the best interest of the community.

14.3. The Township to protect our annual financial commitment to the Building Owner may consider other Olde Town Hall Community partners to deliver cultural services.

14.4. If the Township finds it in the best interest of the Township and the Community to terminate this agreement with TTH, the TTH Committee agrees by

executing this agreement they shall be required to turn over to the Township, all of TTH's financial records and all fundraising dollars collected in their possession to Township's Treasurer for creation of a Olde Town Hall Cultural Reserve Fund.

**IN WITNESS WHERE OF** the Parties hereto authorizes this agreement at the Township of Southgate, Grey County, in the Province of Ontario, on the day and year written below and have affixed their hands and seal as attested by their signing officers.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

#### **TEAM TOWN HALL**

Name: Title: Team Town Hall Chair

Name:

Title: Team Town Hall Secretary

We have the authority to bind the Team Town Hall Committee as a Not for Profit entity.

# THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

John Woodbury, Mayor

Lindsey Green, Clerk

We have the authority to bring the Corporation.

## Schedule A

Chair:		Phone #:	
Vice-Chair:		Phone #:	
Secretary:		Phone #:	
Secretary.			
Treasurer:		Phone #:	
Director:		Phone #:	
	Committee responsibility:		
Director:		Phone #:	
	Committee responsibility:		
Director:		Phone #:	
Director:		Phone #:	
Directory			
Director:	Committee reception	Phone #:	
Director:		Phone #:	
	Committee responsibility:		_
Director:		Phone #:	
	Committee responsibility:		
Director:		Phone #:	
	Committee responsibility:		

# Team Town Hall Executive (to be updated annually)

#### Schedule B

#### Team Town Hall (TTH) Committee Organized & Lead Events – Monthly Use Plan of the Dundalk Olde Town Hall

1. Public Use Events TTH plan to hold in the Theatre Space each month:

## **Description of Event or Rental**

- \_\_\_\_\_
- 2. Public Use Events TTH plan to hold in the Meeting Room Space each month:

#### **Description of Event or Rental**

- \_\_\_\_\_
- 3. Special Public Use Events TTH plan to hold in the Theatre Space seasonally through the year:

	Description of Event or Rental	Month
•		
•		
•		
•		
•		
•		
-		

#### Schedule C

#### **Committed Community Partners Identified as Annual Users**

- 1. Dundalk Little Theatre Group
- 2. Dundalk Lions Club
- 3. Dundalk Agricultural Society
- 4. Dundalk & District Historical Society
- 5. Dundalk Young at Heart Senior Group
- 6. Generation Connection
- 7. JunCtian Community Initiatives
- 8. LP Productions
- 9. South Grey Museum
- 10.Youth Action Committee

#### **Other Infrequent Users:**

User	Type of Use	Hours per Year
	- <u> </u>	
	- <u> </u>	

**Note:** Attach use commitment letters (not reference letters) for each community group partners listed above that reflects the number of public use events they plan they plan to hold in the Olde Town Hall Theatre and/or meeting room spaces on a monthly or annual basis.

# Schedule D

# Team Town Hall Building Capital Project Responsibilities

Project Description	Project Budget	Project Year
1. Elevator Lift for Accessibility	\$150,000.00	2025
2. Upgrades to the Theatre Balcony		
3. Second floor washroom		
4. Creation of change rooms		
5. Air conditioning		
6. Building accessibility to 2 <sup>nd</sup> Floor		
<ol> <li>Other Building upgrades that are not required by the Building Code or Life Safety requirements.</li> </ol>		

#### Schedule E

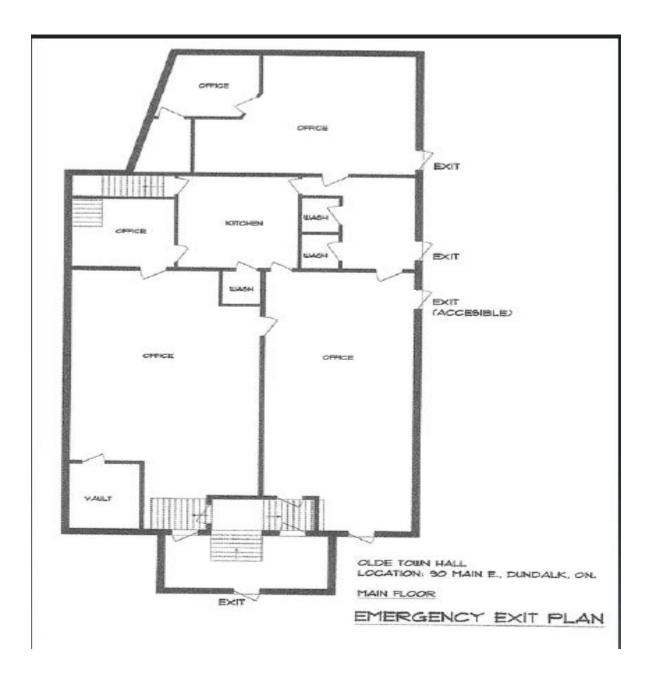
# Team Town Hall - Building Maintenance, Operating & Utility Cost Responsibility

- 1. All Theatre space costs related to stage lighting and sound systems;
- 2. All Theatre stage curtains replacement and cleaning;
- 3. All electrical upgrades and maintenance repairs in the second floor theatre space with prior approval/notification of the work requirement to the building owner.
- 4.
- 5.
- 6.
- 7.
- 8.

275

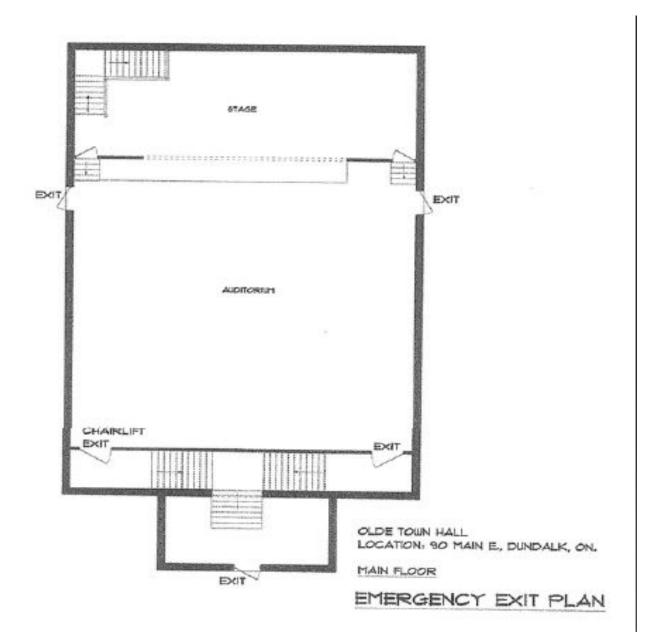
## Schedule F

# Dundalk Olde Town Hall Building Floor Layouts First Floor Layout of the Dedicated and Shared TTH Space Use



# Schedule F con't.

# Dundalk Olde Town Hall Building Floor Layouts Second Floor Layout of the Dedicated and Shared TTH Space Use



Schedule F con't.

Dundalk Olde Town Hall Building Floor Layouts Basement Floor Layout of the Dedicated and Shared TTH Space Use

# Schedule G

**Dundalk Olde Town Hall Fees and Charges** 

## Schedule H

Team Town Hall Not-for-Profit Status Documents

#### **Township of Southgate** Administration Office

185667 Grey Road 9, RR 1 Dundalk, ON NOC 1B0 Phone: 519-923-2110 Toll Free: 1-888-560-6607 Fax: 519-923-9262 Web: www.southgate.ca

# Staff Report CAO2021-080

Title of Report:Sale of the Dundalk Olde Town Hall Property to<br/>Wellington Capital Corporation and Building Cultural Space<br/>Lease Agreement Report

**Department:** Administration

**Council Date:** December 1, 2021

#### **Council Recommendation:**

Be it resolved that Council receive Staff Report CAO2021-080 as information; and

**That** Council review the Draft Dundalk Olde Town Hall Building Property Purchase and Sale Agreement to Wellington Capital Corporation, which includes the property sale conditions, a listing of the building's capital projects to be completed for public occupancy and a facility lease of the cultural space to the Township of Southgate from Wellington Capital Corporation as the landlord; and

**That** Council provide staff with comments and feedback in order to finalize the Purchase and Sale Agreement for approval and execution by the Township of Southgate and Wellington Capital Corporation; and

**That** Council direct staff to forward the Draft Dundalk Olde Town Hall Property to Wellington Capital Corporation and Building Cultural Space Lease Agreement to Team Town Hall and Wellington Capital Corporation for their input; and

**That** Council direct staff to bring back the final version of the Dundalk Olde Town Hall Property to Wellington Capital Corporation and Building Cultural Space Lease Agreement for Council approval and consider approval by Municipal By-law at the December 15, 2021 meeting.

#### **Background:**

The CAO has provided staff reports at the previous Council meeting as information and updates on the Team Town Halls interest and proposals to operate the Dundalk Olde Town Hall as cultural facility in partnership with the Township. Staff have also provided information on the Wellington Capital Corporation bid proposal to purchase the Dundalk Olde Town Hall. The Township also hosted a meeting on October 7<sup>th</sup>, 2021 in the Macintyre Building with Team Town Hall representatives, the proponent Ray Stanton representing Wellington Capital Corporation, Southgate Mayor John Woodbury and Southgate staff members from Recreation and the CAO's Office. As a result of all this information gathering and discussions the CAO created staff report CAO2021-069 and Council approved the following resolution:

Moved By Councillor Frew; Seconded By Councillor Rice;

**Be it resolved that** Council receive Staff Report CAO2021-069 as information; and That Council provide any feedback 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. 2021-586

# Staff Comments:

Staff have drafted an agreement of terms and conditions for a Wellington Capital Corporation (WCC) Agreement with the Township of Southgate in relation to the following:

- Transaction dates, 60 days for property inspection and 90 days for a building assessment by WCC architects and engineers to assess Ontario Building Code upgrades and Life Safety requirements to allow public access to the building;
- 2. Defines WCC purchase and sale agreement covenants and conditions related to the Dundalk Olde Town Hall building operating costs;
- 3. Defines the leased space terms and conditions for the shared building spaces in Dundalk Olde Town Hall assigned for cultural event uses;
- Defines leased space and shared building spaces in Dundalk Olde Town Hall assigned for cultural event uses and the use of the building by WCC;
- 5. Southgate's annual lease payment commitments for the Dundalk Olde Town Hall building cultural space use to WCC; and
- Defines WCC share of the Dundalk Olde Town Hall building operating costs;
- 7. Defines WCC responsibility related to the Dundalk Olde Town Hall building capital upgrades and maintenance costs.

Staff have presented this agreement for Council to review, to provide and for staff to receive feedback. Once approved in draft, staff will forward this agreement onto Wellington Capital Corporation and Team Town Hall for their review, approval and execution of the Draft Dundalk Olde Town Hall Building Property Purchase and Sale Agreement to Wellington Capital Corporation, including the lease agreement document schedule. Staff will then present this agreement for Council approval.

## 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 other than some costs for legal review of this agreement.

The financial impact in the 2022 budget could be from zero cost to \$18,000.00 for up to 6 months (\$3,000.00 per month) of cultural space lease payment, less the Team Town Hall portion of \$5,000.0 for the same 6 months. The net amount of the Southgate lease payments for the 6 months from July to December, 2022 would up to \$13,000.00. Southgate has also committed in the agreement to make 3 annual payments of \$40,000.00 starting in 2022 through to 2024 to support capital project work in the Dundalk Olde Town Hall.

In 2023 and for the life of the 20 year lease agreement with Wellington Capital Corporation, Southgate will pay \$36,000.00 per year (\$3,000.00 per month), less Team Town Hall's \$10,000.00 annual payment for use and operating the Dundalk Olde Town Hall as a Cultural Community space.

# **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 CAO2021-080 as information.
- 2. Council review and provide feedback on the Draft Dundalk Olde Town Hall Property to Wellington Capital Corporation and Building Cultural Space Lease Agreement.
- 3. Staff will forward the Draft Dundalk Olde Town Hall Property to Wellington Capital Corporation and Building Cultural Space Lease Agreement to Team Town Hall and Wellington Capital Corporation for their input.

4. Staff to create the final version of the Dundalk Olde Town Hall Property to Wellington Capital Corporation and Building Cultural Space Lease Agreement for Council to approve and consider approval of the agreement by Municipal Bylaw as early as the December 17, 2021 Council meeting.

Respectfully Submitted,

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

Attachment 1 – Draft Southgate-Wellington Capital Corporation Purchase and Sale Agreement for the Dundalk Olde Town Hall Property and Building Cultural Space Lease Agreement

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

THIS AGREEMENT made as of the 15<sup>th</sup> day of December, 2021.

#### **BETWEEN:**

#### THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

hereinafter called the "Vendor" of the FIRST PART;

and

#### WELLINGTON CAPITAL CORPORATION

hereinafter called the "Purchaser" of the SECOND PART;

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

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

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

#### SECTION I GENERAL

- 1. In consideration of the agreement referred to in the preceding paragraph, the Purchaser shall pay a Purchase Price of One Thousand Dollars (\$1,000.00) to the Vendor, with the size of the Property being 0.21 acres with a 77 foot wide frontage on Main Street East in Dundalk, Ontario. The Purchase Price shall be paid as follows:
  - a) <u>One Thousand Dollars (\$1,000.00</u>) is payable by the Purchaser by certified cheque or bank draft upon execution of this Agreement, to be held on an interest-free basis by the Solicitor for the Vendor as a deposit pending completion of this transaction on account of the Purchase Price on completion, or if this Agreement is not completed through no fault of the Purchaser, the deposit shall be returned to the Purchaser without interest or deduction; and
  - b) The Purchase Price, being the deposit of \$1,000.00 plus any closing adjustments, shall be paid to the Vendor on the Completion Date, by certified cheque or bank draft.

2. The Vendor, at its sole expense, shall have a draft reference plan prepared for review by the Vendor if required depicting the Property and shall arrange for such plan to be deposited against the title of the Property prior to the Closing Date.

#### SECTION II PURCHASE OF PROPERTY

#### 3. Irrevocable Date

This PSA shall be open for acceptance by the Vendor until the 28<sup>th</sup> day of February, 2022, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

- 4. Completion Date
  - a) The closing of this transaction be completed no later than 5:00 p.m. on the 31<sup>st</sup> day of May, 2022, (the "Completion Date") or an earlier date if possible, at which time possession of the Property in "as is, where is" condition shall be given to the Purchaser.
- 5. Council Approval
  - a) This transaction is subject to compliance with Section 270 of the *Municipal Act, 2001* as amended and is conditional upon the approval of this transaction by the Council of The Corporation of the Township of Southgate in its sole and absolute discretion by by-law. Council approval shall be obtained on or before the Completion Date, or this agreement will be null and void and the deposit returned without interest or deduction.
- 6. Documents, Reports and Information
  - a) The Vendor will produce and deliver to the Purchaser any documents, reports or information in its possession in respect to the Property. The Purchaser agrees to return all of the above documentation to the Vendor if this transaction is not completed. Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller.

#### SECTION III CONDITIONS, REPRESENTATIONS AND WARRANTIES

- 7. "As Is" Condition
  - a) The Purchaser acknowledges that they are acquiring the Property in an "as is" condition and that it must satisfy itself within another ninety (90) days following the irrevocable date of acceptance as time to assess the building by the Purchaser's Architects and Engineer's to further assess the Property including, but not limited to, all existing physical conditions of this Property and Building, environmental conditions, fitness for structure to meet the Ontario Building Code requirements and suitability of the building necessary for the Purchaser's proposed use of the Property. It shall be the Purchaser's responsibility to assess the building at their own expense, to undertake the necessary inspection, as may be required or desired, and the Vendor shall grant the Purchaser access for such inspection at all reasonable times, on reasonable notice, for the purpose of conducting reasonable inspections. The Purchaser acknowledges that the Vendor

shall not be responsible for any physical deficiencies of this Property or for any past, present or future environmental liabilities and hereby waives any claims against the Vendor in respect of any environmental liabilities on this Property. The Purchaser agrees that once the above-noted ninety (90) day period has expired, and so long as no notice is given that the Purchaser will not accept the Property within such time, the Purchase shall be deemed to have released the Vendor on closing with respect to matters set out in this paragraph. If the Purchaser is for any reason whatsoever dissatisfied with the Property, it shall deliver written notice to that effect to the Vendor by no later than the time specified herein, and this Agreement shall be terminated and the deposit shall be returned to the Purchaser without interest or deduction. If the Vendor is notified that the condition of the Property is not satisfactory, then the Purchaser shall, prior to receiving its deposit monies back and prior to being entitled to a full release from the Vendor with respect to this Agreement, restore the Property to its original condition as it existed prior to such testing or inspection by the Purchaser, at the Purchaser's sole expense. If the Purchaser fails to deliver written notice to the Vendor within the time specified herein regarding this condition, this condition shall be deemed to have been waived by the Purchaser.

- 8. Future Use
  - a) The Parties acknowledge that the zoning bylaw allows the Purchaser's intended uses for the Property subject to the requirements of the Township of Southgate Zoning Bylaw, and other municipal by-laws and codes including but not limited to the Township's Site Plan Control By-law. It is the Purchaser's responsibility to confirm the Purchaser's use is compliant or if rezoning is necessary and other compliance requirements.
- 9. Development Covenants and Restrictions
  - a) The Property shall be subject to the development covenants and restrictions more particularly set out in Schedule "C" attached to this PSA, which shall survive the completion of this transaction and run with the Property. which covenants and restrictions may be registered on title by the Vendor and the cost of registration shall be at the expense of the Purchaser. In the event that the said covenants and restrictions are not registered on title to the Property on or before closing, the Purchaser covenants and agrees to consent to the registration of the covenants and restrictions forthwith after closing. The Purchaser agrees that they shall not transfer, assign its rights, interests, liabilities and obligations under this Agreement without obtaining the consent of the Vendor, and the Vendor may require that the proposed assignee or transferee enter into an assumption agreement in a form satisfactory to the Vendor, acting reasonably, requiring the assignee or transferee to be bound by all of the terms and conditions of this Agreement prior to the giving of any consent. In the event of such assignment or upon the Purchaser's transfer of the Property, the Purchaser's rights, interests, liabilities and obligations hereunder is released and discharged from any and all liabilities and obligations arising under and pursuant to this Agreement.
- 10. Property Not for Resale
  - a) The Purchaser covenants that it is purchasing the Property for his company's business purposes and some parts of the building space as a cultural facility to partner with the Township of Southgate and a Community Group to delivery community events and

programs from the Theatre space and part of the first floor as meeting event and gathering area.

b) The Purchaser agrees the Building and property if sold, that this agreement, it conditions and lease agreement shall survive in any future property sale transaction(s) as well as the Township's Lease of the cultural building space from the Purchaser. The Lease agreement is a condition of this and future sale(s) of the property. The Buyer (Purchaser) and Seller (Vendor) agrees to register this agreement on property title and include all parts of this agreement and the Schedule documents that forms part to the agreement.

#### SECTION IV PRIOR TO COMPLETION DATE

- 11. Purchaser May Inspect the Property
  - a) Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this Offer there shall be a binding agreement of purchase and sale between Buyer and Vendor.
  - b) The Buyer shall have the right to inspect the property multiple times prior to completion of the sale closing date, at a mutually agreed upon time, with notice is given to the Vendor. The Vendor agrees to provide access to the property for the purpose of the inspections to assess the required upgrades in the building.
- 12. Insurance
  - a) All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Vendor. Pending completion, Vendor shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Purchaser may either terminate this Agreement and have its deposit returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion.
  - b) As a condition of this purchase and sale agreement and as part of the Lease agreement, the Township of Southgate or Community Group must insure any owned equipment or theatre space infrastructure that is identified and be responsible to insure under separate insurance coverage for losses and acknowledge that the Purchaser will not be held responsible for any damages or losses during a localized incident or catastrophic event in the Building.

#### SECTION V COMPLETING THE TRANSACTION

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

13. Electronic Registration

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

#### 14. Survey or Reference Plan

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

Purchaser shall be allowed until 6:00 p.m. on the 28<sup>th</sup> day of February 28<sup>th</sup>, 2022 (Requisition Date) to examine the title to the property at his own expense and to satisfy himself that there are no outstanding work orders or deficiency notices affecting the property, and that its intended use will be lawful. Vendor hereby consents to the municipality or other governmental agencies releasing to Purchaser details of all outstanding work orders and deficiency notices affecting the property, and Vendor agrees to execute and deliver such further authorizations in this regard as Purchaser may reasonably require.

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

#### 16. Purchaser to Accept Easements

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

#### 17. Adjustments

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

#### 18. Harmonized Sales Tax

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

#### SECTION VI MISCELLANEOUS

#### 19. Entire Agreement

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

#### 20. Tender

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

#### 21. Time of Essence

a) Time shall be of the essence of this Agreement.

#### 22. Planning Act

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

#### 23. Notices

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

Solicitors for the Vendor: Stutz Brown Self Professional Corporation 269 Broadway Orangeville, ON L9W 1K8 Contact: Stephen Christie Email: <u>schristie@sbslaw.ca</u> Phone #: 519-941-7500 Fax #: 519-941-8381

Solicitor for the Purchaser: Davis Webb LLP 24 Queen Street East, Suite 800 Brampton, ON Contact: Neil Davis Email: <u>Neil.Davis@DavisWebb.com</u> Phone#: 905-451-6714 x226 Fax#: 905-454-1876

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

24. Assignment. The Purchaser at closing may assign this Agreement, or any interest in the Venture contemplated herein, without the other party's written consent, which consent may not be withheld unreasonably.

#### 25. Successors and Assigns

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

#### 26. Schedules

- a) The following Schedules shall form an integral part of this Agreement:
  - Schedule "A" Description of Property
  - Schedule "B" Aerial Lot Photo and/or Registered Plan
  - Schedule "C" Development Covenants
  - Schedule "D" Wellington Capital Corporation Commitments to Dundalk Olde Town Hall Capital Project Agreement Requirements
  - Schedule "E" Building Lease Agreement

- 26. Counterparts
  - a) This agreement may be signed in any number of counterparts, each of which is considered to be an original, and all of which are considered to be the same documents.
- 27. Severability
  - a) If any provision of this Agreement, or the application thereof to any circumstances, shall be held to be invalid or unenforceable, then the remaining provisions of this Agreement, or the application thereof to other circumstances, shall not be affected, and shall be valid and enforceable.

IN WITNESS WHEREOF the parties have executed this Agreement.

# WELLINGTON CAPITAL CORPORATION

Per:	
Name	Ray Stanton
Title:	President
	I have the authority to bind the
	Corporation

# THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

Per:	
Name	John Woodbury
Title:	Mayor

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Name Lindsey Green Title: Clerk

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

#### Schedule "A" to Description of Property Proposed to be Sold to Wellington Capital Corporation

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

The property is **0.21** acres of land and the building identified as the Dundalk Olde Town Hall, in the Village of Dundalk, Township of Southgate in the County of Grey, which is identified in the aerial photo map in Schedule B of this Purchase & Sale Agreement document.

The property is legally identified as:

80 Main Street East Plan 480 BLK E PT Lot 5 Main N

ROLL # 42-07-110-001-27800-0000

# SCHEDULE "B"



# Aerial Lot Photo Mapping and/or Registered Plan

#### **SCHEDULE "C"**

#### PURCHASE AND SALE AGREEMENT COVENANTS

#### 1. Title Control

- a) The Purchaser covenants and agrees to own the property and maintain the building and the property for the life of the Lease agreement(s) are in effect.to provide cultural space for community uses.
- b) Should the Purchaser decide at some point in time in the future to sell the Building and property, they will provide the Township of Southgate with the first right of refusal to buy the property back.
- c) Should the Purchaser decide at some point in time in the future to sell the Building and property to a third party, the Purchaser will be required to maintain the inurement of the lease agreement and the sale conditions onto a future purchaser, unless the Township of Southgate releases the owner of the building from those obligations in writing.
- 2. Assignment of Covenants
  - a) The Purchaser acknowledges and agrees that the covenants and restrictions herein shall run with the title to the Property. The Purchaser, for themselves, its successors, heirs, and assigns in title from time to time of all or any part or parts of the Property will observe and comply with the stipulations, restrictions, and provisions herein set forth (the "Restrictions"), and covenants that nothing shall be erected, fixed, placed or done upon the Property or any part thereof in breach or in violation or contrary to the Restrictions or the provisions of this Agreement of Purchase and Sale and that the Purchaser will require every subsequent Purchaser or every successor in title to assume and acknowledge the binding effect of this document, as well as, covenant to observe and comply with the Restrictions and other covenants herein, and the surviving provisions of this Agreement of Purchase and Sale.
- 3. Force Majeure
  - a) If the Purchaser shall be unable to fulfill, or shall be delayed or restricted in fulfilling any of the obligations set out herein due to any act or neglect of the Vendor or any of its employees, or due to strikes, walkouts, lockouts, fire, unusual delay by common carriers, or by any other cause beyond the Purchaser's reasonable control, then the time for fulfilling any such obligations shall be extended for such reasonable time as may be required by the Purchaser to fulfill such obligation.
- 4. Right to Waive
  - a) Notwithstanding anything herein contained, the Vendor and its successors shall have the power by instrument or instruments in writing from time to time to waive, alter or modify the herein covenants and restrictions with respect to their application to any part of the Property without notice to or approval from the Purchaser or notice to or approval from the owners of any other adjacent or nearby lands.

#### 5. Property Sale Conditions

- a) The Township is required for a period of not less than 20 years to lease the cultural spaces as spelled out in this agreement and compensate the owner of the property at a rate of \$3,000.00 per month, plus an annual index rate based on the annual October Cost of Living Allowance (COLA) for Ontario as released by the Federal government.
- b) This lease extension agreement may be extended for a 5 year period or renewed for other terms as agreed to by the Parties. The Township of Southgate at its sole discretion will decide on the future lease agreements by informing the building owner and the community group of its future intentions.
- c) The Township in support of the Purchaser of the Olde Town Hall will make one (1) payment of \$175,000.00 plus HST if applicable, to support the required building upgrades. These payments will support building upgrades to meet the Ontario Building Code, Life Safety requirements and other capital works, to permit public occupancy and use of building's first and second floor for cultural events. The payment will be made within 90 days following the start date of the building lease to the Township of Southgate for the community cultural spaces.
- d) The Purchaser has committed to move his local business, the Dundalk Herald Newspaper operations into the first floor of the building, then will occupy the east side of the main building and use the single storey structure at the back of the building as dedicated space. The common areas for use by the Dundalk Herald business and the Community public cultural space uses will be the washrooms and kitchenette area of the building.
- e) The Purchaser will complete the building upgrades and work to meet the Ontario Building Code, Life Safety requirements, building improvements and other capital works, to allow public occupancy and use of building's first and second floor for cultural events. A list of the required projects is included as "Schedule D", forming part of this entire agreement.

#### **SCHEDULE "D"**

#### Wellington Capital Corporation Commitments to Dundalk Olde Town Hall Capital Project Agreement Requirements

#### **Project Description:**

- 1. All Ontario Building Code upgrades to allow public access to the first floor of the building and theatre space.
- 2. All Life Safety upgrades to allow public access to the first floor of the building and theatre space.
- 3. Exterior building repairs to the brick façade.
- 4. Upgrade of the first floor washrooms to make them publicly accessible.
- 5. Upgrade of the first floor kitchenette area.
- 6. Review of and upgrading of the buildings electrical servicing where required.
- 7. Review of and upgrading of the buildings plumbing system where required.
- 8. Review of and upgrading of the buildings mechanical systems where required.

#### **SCHEDULE "E"**

#### Dundalk Olde Town Hall Building Lease Agreement

THIS AGREEMENT made in duplicate this 1st day of July, 2022

#### **BETWEEN:**

#### WELLINGTON CAPITAL CORPORATION

Hereinafter called the "Landlord or Leasor"

and

#### THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

Hereinafter called the "Leasee"

**WHEREAS** the Parties hereto are desirous of entering into this Lease Agreement whereby the "Landlord" agrees to provide space for the Leasee to work with Community Group(s) to deliver cultural event in the Dundalk Olde Town Hall at 80 Main Street East in Dundalk, Ontario;

**AND WHEREAS** the Leasor and Leasee wishes to work with Community Groups to make building space available to provide cultural events and programs using part of the first floor and the second floor theatre to hold public events in partnerships with other community organizations;

**AND WHEREAS** on occasion some of the space is shared with occupants of the building and provides public access to washrooms and kitchenette, as shared space areas that may be in conflict from time to time;

**AND WHEREAS** the Parties hereto having mutually agreed to enter into the said Agreement upon certain terms and conditions hereinafter as set out;

**NOW THEREFORE WITNESSETH** that in consideration of the mutual covenants herein and subject to the terms and conditions set out in this Agreement, and the parties agree as follows:

- 1. The Leasor as the landlord agrees that this agreement will allow the Leasee to use part of the building known as the Dundalk Olde Town Hall, 80 Main Street East in Dundalk Ontario.
- The Leasee agrees to pay the cost of \$3,000.00 per month to the Landlord as a lease on the above noted property. Annually the monthly lease rate will be indexed based on the previous year's month of October Cost of Living Allowance (COLA) increase established for the Province of Ontario by the Federal Government.
- 3. The Landlord agrees to be responsible for payment of the utilities costs, maintenance and repair costs of the building for the term of this Lease agreement.

- 4. The Landlord will allocate a proportionate share based on Building area of the utility costs for the building's electricity, natural gas and water billings and invoice to the Township of Southgate's Community Group partner on a monthly basis at their expense.
- 5. The Leasee's Community Group partner agrees to be responsible for the maintenance costs and furnishings in the dedicated building cultural spaces with the exclusion of the kitchenette and washroom common spaces.
- 6. The Leasee's Community Group partner agrees to responsible for the cleaning their dedicated cultural spaces they occupy for their use.
- 7. The Leasee's Community Group partner agrees to be responsible for the cleaning the common kitchenette, washrooms and any other shared spaces after a public cultural event so that all shared spaces are left as they are found to be ready for the Building owner's business use the next day.
- 8. The Landlord will be responsible for the general weekly cleaning of the common area washrooms and kitchenette area used by the parties during the term of this agreement.
- 9. The Leasee's Community Group partner agrees to pay for fifty (50) percent of paper supplies for the common washrooms with the expectation that the each of the parties will be responsible to install based on consumption and use as needed.
- 10. The Landlord agrees to complete snow maintenance around the perimeter of their building entrance out to the sidewalk once per day.
- 11. The Leasee's Community Group partner agrees to complete snow maintenance around the perimeter of their building entrance out to the sidewalk once during cultural evening events.
- 12. The Leasee's Community Group partner agrees to consult with the Building owner prior to making minor modifications and updates within the leased space.
- 13. The Landlord agrees to allow the Leasee's Community Group partner to post outside signage for naming and advertising on the building subject to the prior approval of the location and at the Community Groups expense.
- 14. The term of this agreement for a period of twenty (20) years commencing January 1<sup>st</sup>, 2023 and ending December 31st, 2042 with the option by the parties to extend automatically without notice, renegotiate and renew the agreement.
- 15. This Agreement shall be automatically renewed for a successive five (5) year renewal term, unless the Leasee provides written notice to the Landlord sixty (60) days prior to the expiration date.

- 16. The Leasee agrees to give at least 60 days written notice prior to the end of the lease term for any renewal period thereof, and the desire to negotiate a new Agreement.
- 17. The Leasee's Community Group partner agrees that maintenance of insurance coverage for loss of Leasee's Community Group partner contents shall be their responsibility during the term of the lease, and the landlord agrees that maintenance of insurance covering building loss or damage shall be the Leasee's Community Group partner responsibility during the term of the lease.
- 18. The Leasee's Community Group partner shall indemnify and save harmless and the Township of Southgate and the Building owner, its affiliates, agents, employees and clients from any and all losses, liabilities and claims arising out of the parties use of the space and property.
- 19. The Leasee's Community Group partner at its expense, shall obtain and keep in force during the term of this Agreement, commercial general insurance with a limit of liability of not less than \$5,000,000/occurrence, naming the Corporation of the Township of Southgate and Wellington Capital Corporation as additional insured, shall provide evidence of annual Certificates of Insurance coverage and shall provide a minimum of 30 days prior notice of cancellation in writing to the Township and Wellington.
- 20. Notices under this Agreement must be in writing and delivered to the parties at the following addresses:

For TENANT:	Township of Southgate 185667 Grey Road #9 – RR #1 Dundalk, ON NOC 1B0 Contact: Dave Milliner - CAO Phone #: 519-923-2110 Email: <u>dmilliner@southgate.ca</u>
For Wellington:	Wellington Capital Corporation 5405 Eglington Avenue West Suite 214 Toronto, ON M9C 5K6 Contact: Ray Stanton - President Phone #: 416-595-1070 Email: rays@londonproperty.ca

Notice may also be delivered by facsimile, electronic mail or other electronic transmission if the sending party has written evidence that the notice was in fact delivered. Such evidence may include (without restricting the generality of the foregoing) a fax confirmation, an automated e-mail delivery receipt confirmation or a message sent by the receiving party confirming receipt of the notice.

21. All Parties agree that arbitration shall be used for dispute resolution by referring all matters in difference between the parties in relation to this Agreement referred to a single arbitrator agreed upon by the parties. The award and determination of this arbitrator is binding upon the parties and their respective heirs, executors, administrators, and assigns.

- 22. This Agreement is the entire agreement between the parties with respect to the Dundalk Olde Town Hall building use as a cultural community facility and replaces all prior written or verbal agreements, understandings, negotiations and/or discussions.
- *23.* Amendment of this Agreement can only be changed by a written document signed by the Parties.
- 24. Each of the clauses contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any clause will not affect the validity or enforceability of the other clauses in this Agreement.
- 25. This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract.
- 26. No party may assign this Agreement, or any interest in the Venture contemplated herein, without the other party's written consent, which consent may not be withheld unreasonably.
- 27. This Agreement shall ensure to the benefit of the parties' heirs, successors, estate trustees and permitted assigns.

**IN WITNESS WHEREOF** the Parties hereto have affixed their hands and seals as attested by their signing officers.

#### WELLINGTON CAPITAL CORPORATION

Dated: \_\_\_\_\_

Per: \_\_\_\_\_ Name: Ray Stanton Title: President

I have authority to bind the Corporation

#### THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

Dated:	Per: Name: John Woodbury Title: Mayor	
Dated:	Per: Name: Lindsey Green	
	17 301	

Title: Clerk

We have authority to bind the Corporation

# Township of Southgate

Administration Office

185667 Grey Road 9, RR 1 Dundalk, ON NOC 1B0 Phone: 519-923-2110 Toll Free: 1-888-560-6607 Fax: 519-923-9262 Web: www.southgate.ca

# Staff Report CAO2021-081

Title of Report:Holstein Dam – 2004 Review of BM Ross Engineering Letter<br/>Report

**Department:** Administration

Council Date: December 1, 2021

#### **Council Recommendation:**

Be it resolved that Council receive Staff Report CAO2021-081 as information; and

**That** Council provide direction to Southgate staff (*Option 1* – to proceed *or Option 2* - to not proceed) with this report actions in relation to the time that has past and the historical performance of the dam structure over time since the 2004 report.

#### Background:,

In 2003 & 2004 BM Ross Engineering completed a review of the Holstein Dam structure in response direction from Southgate Council in 2002 by approving the following resolution 425-02.

Moved by Furlong; Seconded by Harrison;

**THAT** Council retains the services of B. M. Ross and Associates Limited to complete a preliminary evaluation of dam and embankment modifications, including establishing a cost estimate for implementation of that work. Carried. No. 2002-425

BM Ross reviewed the surfaces of the bridge and dam structure on February 13, 2003 in spite of the ice and snow buildup. The 2 main considerations of the work related to the dam to be assessed by BM Ross Engineering staff were:

- 1. To help reduce the potential for flooding at the regional storm; and
- 2. The potential during a regional storm event is the former railway embankment that still exists would be the flood water would overbank to the south of the bridge where the road enters by the park gates.

Based on their assessment of the entire structure the distance between the bridge and the dam overflow is not sufficient and would restrict the regional flow with this size of opening. The solution options would be to replace the bridge which is overdesigned for its present walking trail use, or a least cost solution would be to raise the present bridge deck. The cost estimate in 2003 dollar cost was \$41,400.00. To estimate what it would cost today would be impossible without a new quotation.

The assumption of the February 27<sup>th</sup>, 2003 letter report (Attachment 1) is if the bridge deck was raised it would maintain the pond level below lowest level of the present embankment elevation of 408.65 m to the north of the bridge.

To the south of the bridge the low point of the embankment is 408.0 m. It is recommended in the report that a concrete flood wall would be required from the south bridge abutment to park lane then turn east to the park's gates for a total wall length of 65 meters. The cost of this wall in 2003 dollars was estimated at \$37,800.00. The total cost of both solutions in 2003 dollars is \$79,200.00.

Not determined in the February 27<sup>th</sup>, 2003 letter report, is if the railway embankment must be raised. The final recommendation is the flow model should run again to confirm that the combination of the flood wall in place and the bridge deck raised is able to protect against a 100 year storm or regional flow event.

On October 5, 2004 the Township received a second letter report (Attachment #2) on the Holstein Dam. This letter reported that the modeling proposed earlier had not been completed. It further reported that an Environmental Assessment should be undertaken to consult with the public through a meeting and that approvals would likely be required from SVCA, Ministry of Natural Resources and Transport Canada Marine Division. This report provided quote for the following work:

1. Computer modeling of spillway with bridge raised.	Cost:	\$1,900.00
2. Design, approval apps, EA, contracts & tendering.	Cost:	\$5,500.00
3. Review Bridge construction & administration.	Cost:	\$3,400.00
4. Design Flood Wall	Cost:	\$4,100.00
5. Review Flood Wall construction & administration.	Cost:	\$2,700.00
Total Cost of Engineering Work		\$17,600.00

The final letter report received December 10, 2004 (Attachment #3) reports on several options and assesses the effectiveness of each of the 6 options. The following options would not solve the problems of managing flood condition flows:

- a) Leave the infrastructure in it existing state;
- b) Raising the Bridge Deck by 300 mm and no flood wall;
- c) Raising the Bridge Deck by 450 mm and no flood wall; and
- d) Removing the Bridge Deck only.

The following options would solve the problems of managing flood condition flows:

- e) No adjustments to the Bridge and construction of a flood wall; and
- f) Raising the Bridge Deck by 300 mm and construction of a flood wall.

#### **Staff Comments:**

Staff recommend the following options for Council to consider in relation BM Ross engineering recommendations for the flood mitigation at the Holstein Dam:

- 1. Request BM Ross review the project plan and update the report with the current costs to complete the Environmental Assessment, design, tendering and the construction costs of raising the bridge and installing the flood wall.
- 2. Not proceed with any flood mitigation work proposed.
- 3. Should Council wish to proceed with a solution to address flood issues at the regional storm or 100 year event, staff recommend option (e) above to construct the flood wall and not make adjustments to the bridge. This would be the least cost solution that addresses the flood mitigation issues.

#### Financial Impact or Long-Term Implications

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

Future budget costs from 2004 quoted numbers (changed construction pricing compared to the 2003) would need to be determine as current day project costs in 2022 dollars. Bridge work in 2004 was quoted at \$44,600.00 and floodwall costing at \$34,400. Total cost quoted in 2004 was \$96,600 plus taxes.

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

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

#### Goal 5 - Upgrading our "Hard Services"

**Action 5:** The residents and businesses of Southgate recognize our linear services - roads, bridges, water and sewer works, for example - to be a fundamental purpose of municipal government. This infrastructure needs to be serviceable and sustainable so that our businesses and communities can thrive and grow.

#### **Concluding Comments**

- 1. That Council receive staff report CAO2021-081 as information.
- 2. Council to provide direction to Southgate staff on how we proceed with this report in relation to the time that has past and the historical performance of the dam structure over time since 2004.
- 3. If Council provides direction to proceed with the Holstein Dam as a project, staff will take the action to refresh quotes and report back to Council.

Respectfully Submitted, **PW Manager approval:** Original Signed By

Jim Ellis – Public Works Manager dmilliner@southgate.ca 923-2110 x250

923-2110 x210

Respectfully Submitted, **CAO approval:** <u>Original Signed By</u> Dave Milliner – CAO dmilliner@southgate.ca

#### Attachments:

- Attachment 1 Holstein Dam BM Ross Engineering Report Letter dated, February 27, 2003
- Attachment 2 Holstein Dam BM Ross Engineering Report Letter, dated October 5, 2004
- Attachment 3 Holstein Flood Control Study Revised Hydraulic Modeling BM Ross Engineering Summary Letter Report, dated December 10, 2004, which includes modeling data and mapping

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B. M. ROSS AND ASSOCIATES LIMITED Consulting Engineers 1 62 North Straet, Goderich, ON N7A 2T4 p. (519) 524-2641 • f. (519) 524-4403 www.bmrpss.net



the mayor sall

### MAR \$ 2003 File No. 99060

February 27, 2003

A. 14

B. M. 5022 & AS300, 153.

Township of Southgate R. R. #1 Dundalk, Ontario NOC 1B0

Attention: Bonnie Riddell Clerk-Administrator

Dear Bonnie

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Holstein Dam	-ca	

In response to your council resolution 425-02 we have reviewed the surface features and bridge of the Holstein dam and we wish to report our observations and recommendations.

RE:

The site was reviewed by the undersigned on February 19, 2003. At the time of the review the ground and bridge deck were under a considerable depth of snow and the spillway of the dam was coated in ice. Some detail dimensions were recorded for the bridge and the general arrangement of the embankment was reviewed but we did not take other detail measurements or levels during this visit.

As we understand it there are two considerations, related to the dam, to possibly help reduce the potential for flooding at the regional storm. This was discussed in the Holstein Flood Control Study we prepared earlier.

#### Restriction Caused by the Bridge over the Dam

The dam served as a railway embankment in the past and the bridge was designed to carry railway loads. The abutments have a clear span of about 14.68 m. The bridge superstructure was built in 1944 from two pre-cast concrete beams to create a T-shaped section. Concrete curbs and gravel ballast were added. Concrete ballast walls were poured-in-place around the ends of the beams to hold them in place and complete the abutments.

- 2 -

Although dimensions were difficult to confirm because of the ice accretion on the weir of the spillway, we expect the normal distance from the low concrete of the bridge to the weir is about 1.35 m. This is made up of a horizontal offset of 0.94 m and a vertical difference of 0.97 m. Our flow analysis for the study indicated that the concrete bridge would restrict the regional flow with this size of opening. It was considered that a practical solution would be to remove the existing bridge and replace it with a lighter, shallower structure appropriate for pedestrian traffic. This made sense since the existing bridge is much stronger than required for current loads. However, when considering the costs involved it is likely less expensive to break out the existing beams and set them at a higher level and re-cast the ballast walls. To remove the existing beams, break them up and dispose of the material is likely to cost a significant amount because of the size and strength of them. Then a new structure would have to be built.

Raising the existing beams by about 300 mm would increase the vertical height of opening from 0.97 m to 1.27 m but the section would have to be computer modeled to determine the likely affect on flood flows. Ramping would have to be done at the ends of the bridge to adjust the grade of the trail. This could be partly offset by removing some ballast from the bridge deck. The cost of this work is likely to be as follows:

1	Removal of concret	e from ballast walls $10.0 \text{ m}^3 \textcircled{0}$ \$1,000	\$ 10,000
2	Jack or hoist bridge	onto new bearings	\$ 9,000
3	Pour new concrete b	allast walls 10 m <sup>3</sup> @ \$1,200	5 12,000
4	Excavate and backfi	11	\$ 2,000
5	gravel ramps each e	nd	<u>\$ 500</u>
	21	Subtotal	\$ 33,500
		Engineering	\$ 6,700
		Net 3% GST	<u>\$ 1,200</u>
		Total	\$ 41,400
	4. Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y		$\langle \rangle$

#### Flood Wall

The Flood Control Study identified a potential for the former railway embankment to be overtopped by the regional flood. The first place of overtopping would be just south of the bridge where the road leads to the park gates. The study showed that the pond elevation at the regional flow would be about elevation 408.88. The average embankment elevation north of the bridge is about 408.65. This would indicate a general raise of the embankment is required. However, if the bridge level is raised as discussed above, it may be that the pond level would be lowered to a satisfactory level by the increased flow capacity at the spillway. For now, we will assume that the general embankment does not need to be raised.

-3-

South of the bridge, the low spot created by the lane to the park is below elevation 408.0 m. Fill could be used to bring the grade up at this location but it would make the grade of the lane unacceptably steep. Instead, it is recommended that a concrete flood wall be constructed on the upstream side of the embankment. Such a wall would extend from the south bridge abutment to the park lane and turn eastwards towards the park gate, a distance of about 65 m. The wall would be reinforced with steel bars to limit cracking and it would have a foundation 1.2 m below grade for frost protection. We have assumed that the design top of wall would be the flood elevation of 408.88m. The probable cost of such a wall may be as follows:

1	Excavate and backfil	1		\$ 6,000	
2	Reinforced concrete	56 m <sup>3</sup>	@\$450	<u>\$ 25,200</u>	
	A (#80) (#1)		Sübtotal —	\$ 31,200-	
			Engineering	\$ 5,500	
			Net 3% GST	<u>\$_1,100</u>	
			Total	\$ 37,800	

The final solution may be the combination of these two projects for a total budget of about \$79,200. Further costs will be required if it is determined that the general height of the railway embankment must be raised. We recommend that the flow model be run again with the flood wall in place and the bridge raised to confirm that this combination is likely to provide the required protection against the regional flow.

Yours very truly

B. M. ROSS AND ASSOCIATES LIMITED

Per\_\_\_\_

A. I. Ross, P. Eng.

AIR:dvb

c.c. Frank Vanderloo, BMROSS

77,200



B. M. ROSS AND ASSOCIATES LIMITED Consulting Engineers 62 North Street, Goderich, ON N7A 2T4 p. (519) 524-2641 • f. (519) 524-4403 www.bmross.net

File No. 99060

October 5, 2004

Don Seim, A.M.C.T. Clerk-Administrator Township of Southgate R. R. 1 Dundalk, Ont. N0C 1B0

Dear Sir:

# RECEIVED COLOTING

#### **RE:** Holstein Dam

At your request, we have reviewed our work on the Holstein Dam and proposed work to relieve flooding.

To summarize our earlier report, the overall purpose of the project is to provide greater clearance for water between the spillway of the dam and the bridge that crosses it. This may be enough to prevent overflow of the approaches at the 100 year or regional storm events. If not, a low flood wall could be constructed to prevent overflow. Base modeling (by computer) has been prepared as part of the earlier report but we have not yet modeled the proposed conditions to determine how effective they will be.

The project involves water resources, fish habitat and recreational trails. The results will have positive results for flood prevention and safety. This project will require screening as part of the Environmental Assessment. That is, approval will likely be required from the Saugeen Valley Conservation Authority, the Ontario Ministry of Natural Resources, Transport Canada (Marine Division) and it would be prudent to seek comments from local residents. Some of these approvals take considerable time. The Transport Canada review could take 6 to 8 months including advertising and response times. The published advertisement for a public meeting should be worded carefully so that it meets the requirements of the EA process.

#### Order of Tasks

Based on our experience with similar projects, we expect the following tasks are likely required or recommended. Timing is difficult to predict at this point and is highly dependent on preceding steps.

- 1. Model the proposed bridge raise for hydraulic effects on flood levels.
- 2. Prepare preliminary plans of the proposed work (bridge raise and floodwall).
- 3. Send proposed plans and design report to approval agencies along with applications for work permits or approvals.
- 4. Meet with public to present the preferred solution and get their response.
- 5. Modify plans to accommodate acceptable recommendations.
- 6. Prepare detailed plans and specifications for construction.
- 7. Tender and execute the construction.
- 8. Monitor results.

#### **Probable Costs**

The costs of this project are dependent on the approvals required and whether the bridge raising is enough to satisfy the hydraulic requirements or if a floodwall is required. In our opinion, the following are the probable costs:

2. 3. 4. 5. 6.	Computer modeling of spillway with bridge raised Design, application for approvals, EA, contracts and tendering of bridge raise Construction of bridge raise and approach ramps Review construction and contract administration Design of flood wall, (if required) Construction of floodwall, (if required) Review construction and contract administration	\$1,900 \$5,500 \$44,600 \$3,400 \$4,100 \$34,400 \$2,700	
	Total probable cost	<u>\$96,600</u> 79200	17,900

Other costs by the Municipality may include net GST, advertising and hosting a public meeting.

The modeling should be done first to determine whether the proposed bridge raise will be effective enough that the floodwall is not required.

Please consider the above information and contact us about how you would like to proceed. Do not hesitate to call if you have any questions.



AIR:bf

Yours very truly

B. M. ROSS AND ASSOCIATES LIMITED

Per (

A. I. Ross, P. Eng.



B. M. ROSS AND ASSOCIATES LIMITED Consulting Engineers 62 North Street, Goderich, ON N7A 2T4 p. (519) 524-2641 • f. (519) 524-4403 www.bmross.net

File No. 99060

December 10, 2004

Don Seim, A.M.C.T. Clerk-Administrator Township of Southgate R. R. 1 Dundalk, Ont. N0C 1B0

Dear Sir:

#### RE: Holstein Flood Control Study Revised Hydraulic Modeling – Summary Letter Report

#### Introduction

In July, 2000 B. M. Ross and Associates completed the final report entitled "Holstein Flood Control Study". The main purpose of the report was to develop floodplain mapping for the Township of Egremont, and in particular, the Hamlet of Holstein. One of the main findings noted in the report was the spill condition and potential for flooding damage created by the Holstein Dam. The report identified the following main reasons for the spill condition:

- Constricted spillway capacity due to the heavy deck support beam for the existing bridge structure.
- The low area on the dam embankment created by the access road to the community centre.

In response to a later council resolution, BMROSS provided a letter, dated February 2003, which suggested two considerations to reduce the frequency of flood damages relating to flood water spills:

- Raise the existing bridge structure by 300mm.
- Construct a flood wall on the upstream side of the embankment.

The letter further recommended that the previously completed hydraulic models be modified to reflect the suggested flood wall and bridge modifications to confirm that this combination is likely to provide the required protection against the regional flow.

2

The purpose of this letter is to summarize the results and findings of the revised hydraulic models.

#### **Preparation of New Models**

A number of new models were created to review the potential impacts of completing the works noted above and included a number of variations as described below:

- i. Raise Bridge Deck by 300mm No Flood Wall;
- ii. Raise Bridge Deck by 450mm No Flood Wall;
- iii. Remove Bridge No Flood Wall;
- iv. No adjustment to Bridge Construct Flood Wall
- v. Raise Bridge Deck by 300mm Construct Flood Wall

The results of the above models and the resulting flood elevations are summarized in the following table:

Condition	Low	Net Bridge	Flood	100 Year	Regional	Flood
	Concrete	Adjustment	Wall	Flood	Flood	Waters
	of Bridge	Upwards	Elevation	Elevation	Elevation	Spill-
	Elevation			upstream	upstream	Over
	5			of Bridge	of Bridge	
	(m)	(m)	(m)	(m)	(m)	
Existing	407.27	nil	N/A	407.97	408.88	Yes
Raise Bridge - No Wall	407.57	300	N/A	407.92	408.77	Yes
Raise Bridge – No Wall	407.72	450	N/A	407.92	408.77	Yes
Remove Bridge	N/A	N/A	N/A	407.92	408.77	Yes
Existing Bridge – With	407.27	nil	411.1	407.92	410.81	No
Flood Wall					-	
Raise Bridge – With	407.57	300	409.1	407.92	408.77	No
Flood Wall						

Table 1Summary of Modeling Results

For comparison purposes, the existing low elevation on the embankment north of the bridge is 408.47 and at the gravel drive to the park is 407.87.

#### **Discussion of Model Results**

In reviewing the results of the adjusted modeling, it is evident that in order to reduce the possibility of flooding the raising of the existing bridge and construction of a flood wall should be implemented together.

By raising the bridge, without a flood wall, the flooding elevation upstream of the structure can be reduced by a maximum of 110mm which would not prevent a spill-over. Raising the bridge beyond 300mm or removing it entirely does not provide for any additional flood relief beyond the noted 110mm reduction. It would appear that the spillway capacity becomes the limiting factor after the bridge restriction is removed.

The model results, with the existing bridge unaltered, indicate that a significantly high flood wall would be required which would increase the possibility of the bridge being damaged or jammed by debris.

Appendix 'A' includes an expanded summary of the HEC-2 results for each particular crosssection. Also enclosed in Appendix 'A' is a reduced plan from the original July 2000 report which helps to identify the location of the corresponding cross-sections.

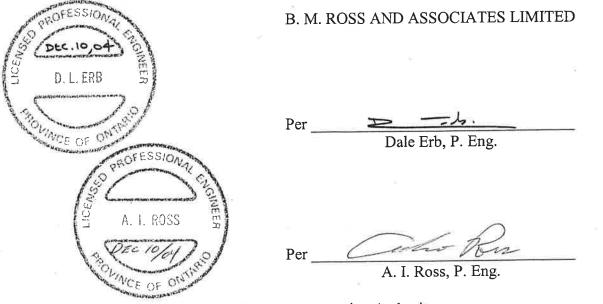
#### Conclusion

Based on the above results and discussion it is evident that neither raising the bridge nor constructing a flood wall independently of each other will provide for an adequate solution to preventing the possibility of downstream flooding.

As eluded to in our February 2003 letter, the final solution to reducing the potential for downstream flooding must be a combination of two projects:

- 1. Raise the existing bridge structure by 300mm.
- 2. Construct a flood wall on the upstream side of the embankment to elevation 409.0 metres. This would put the top of the wall on average about 500mm above the embankment north of the bridge.

All of which is respectfully submitted.



c.c. Don Smith – Saugeen Valley Conservation Authority

# **APPENDIX 'A'**

# STUDY AREA PLAN AND HYDRAULIC MODELLING SUMMARY

#### Holstein Floodplain Mapping - 99060 Dam Bridge Modifications

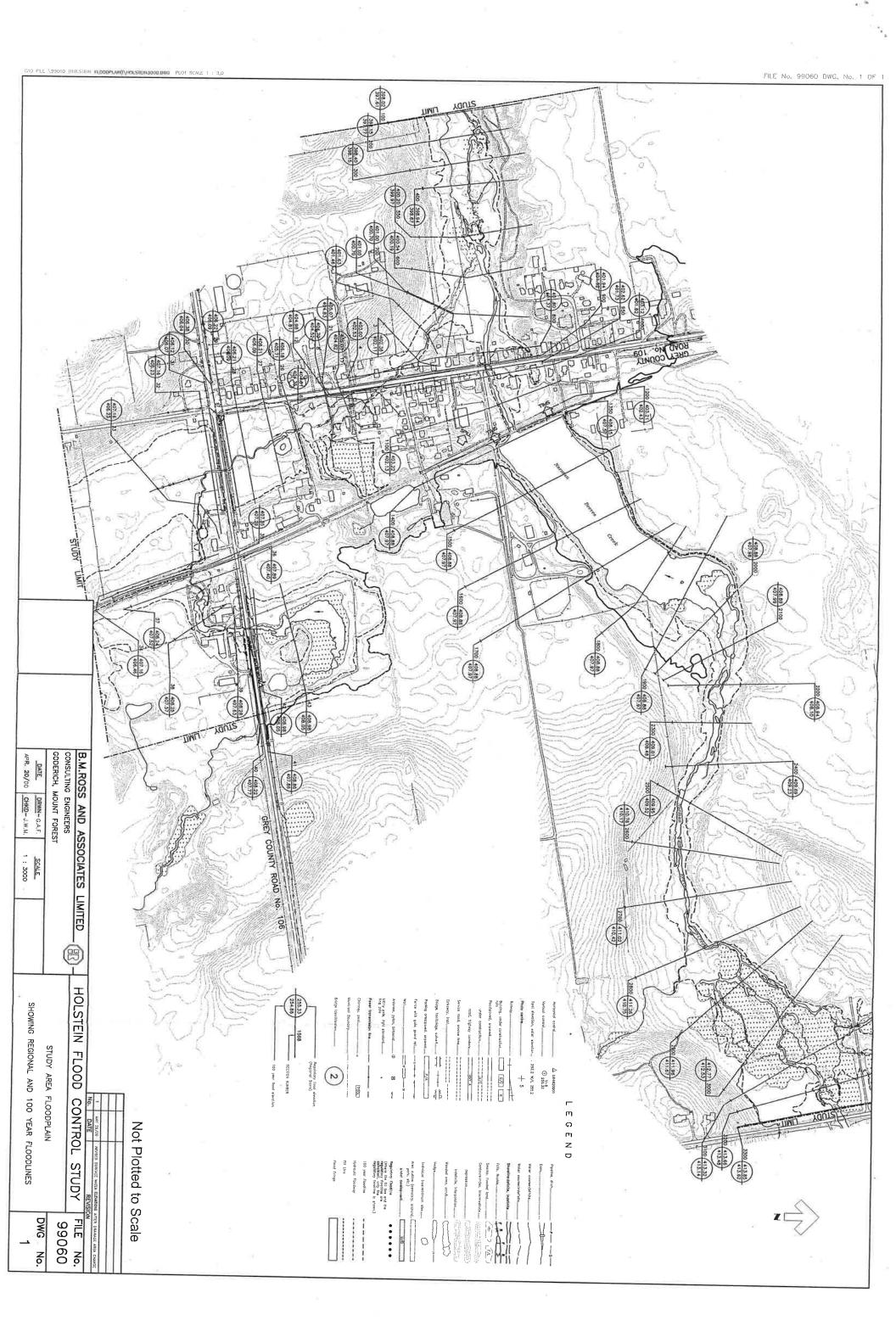
#### Hec-2 Results Summary Table

Sect.	物的。			同時の際目の		w <sub>p</sub> olicitas	Flood	Elevations	1.0 A 1.0 A 1.			/#S	9. S. S. S.	10-12-1
No.	Deck raised 300mm				ridge	Ex. Bridge c/w Flood Wall: Elev. = 409:0		Ex. Bridge c/w Flood Wall: Elev. = 410.0		Ex. Bridge c/w Flood Wall: Elev, = 411.0		Raise Deck 300 mm Wall: Elev. = 410.0		
1.24	Regional	100 yr	Regional	100 уг	Regional	100 уг	Regional	100yr	Regional	100yr	Regional	100yr	Regional	100yr
100	398.02	397.60	398.02	397.60	398.02	397.60	398.02	397.60	398.02	397.60	398.02	397.60	398.02	397.60
200	398.15	397.76	398.15	397.76	398.15	397.76	398,15	397.76	398.15	397.76	398.15	397.76	398.15	397.76
300	398.41	398.14	398.41	398.14	398.41	398.14	398.41	398.14	398.41	398.14	398.41	398.14	398.41	398.14
400	398.95	398.66	398.95	398.66	398.95	398.66	398.95	398.66	398.95	398.66	398.95	398.66	398.95	398.66
500	400.10	399.89	400.10	399.89	400.10	399.89	400.10	399.89	400.10	399.89	400.10	399.89	400.10	399.89
550	400.20	399.97	400.20	399.97	400.20	399.97	400.20	399.97	400.20	399.97	400.20	399.97	400.20	399.97
600	400.53	400.18	400.53	400.18	400.53	400,18	400.53	400.18	400.53	400.18	400.53	400.18	400.53	400.18
700	400.96	400.67	400.96	400.67	400.96	400.67	400.96	400.67	400.96	400.67	400.96	400.67	400.96	400.67
800	401.74	401.33	401.74	401.33	401.74	401.33	401.74	401.33	401.74	401.33	401.74	401.33	401.74	401.33
900	401.87	401.60	401.87	401.60	401.87	401.60	401.87	401.60	401.87	401.60	401.87	401.60	401.87	401.60
950	402.55	401.70	402.55	401.70	402.55	401.70	402.55	401.70	402.55	401.70	402.55	401,70	402.55	401.70
1000	402.94	401.78	402.94	401.78	402.94	401.78	402.94	401.78	402.94	401.78	402.94	401.78	402.94	401.78
1100	403.07	402.08	403.07	402.08	403.07	402.08	403.07	402.08	403.07	402.08	403.07	402.08	403.07	402.08
1200	403.09	402.39	403.09	402.39	403.09	402.39	403.09	402.39	403.09	402.39	403.09	402.39	403.09	402.39
1300	403.56	402.94	403.56	402.94	403.56	402.94	403.56	402.94	403.56	402.94	403.56	402.94	403.56	402.94
1350	408.08	407.53	408.08	407.53	408.08	407.53	409.04	407.53	410.04	407.53	410.81	407.53	408.09	407.53
1400	408.77	407.92	408.77	407.92	408.77	407.92	409.09	407.92	410.04	407.92	410.81	407.92	408.77	407.92
1500	408.77	407.92	408.77	407.92	408.77	407.92	409.09	407.92	410.04	407.92	410.81	407.92	408.77	407.92
1600	408.77	407.92	408.77	407.92	408.77	407.92	409.09	407.92	410.04	407.92	410.81	407.92	408.77	407.92
1700	408.77	407.92	408.77	407.92	408.77	407.92	409.09	407.92	410.04	407.92	410.81	407.92	408.77	407.92
1800	408.77	407.92	408.77	407.92	408.77	407.92	409.09	407.92	410.04	407.92	410.81	407.92	408.77	407.92
1900	408.77	407.92	408.77	407.92	408.77	407.92	409.09	407.92	410.04	407.92	410.81	407.92	408.77	407.92
2000	408.77	407.92	408.77	407.92	408.77	407.92	409.09	407.92	410.04	407.92	410.81	407.92	408.77	407.92
2100	408.78	407.93	408.78	407.93	408.78	407.93	409.10	407.93	410.04	407.93	410.81	407.93	408.78	407.93
2200	408.84	408.05	408.84	408.05	408.84	408.05	409.13	408.05	410.05	408.05	410.81	408.05	408.84	408.05
2300	408.91	408.43	408.91	408.43	408.91	408.43	409.16	408.43	410.05	408.43	410.81	408.43	408.91	408.43
2400	409.65	409.20	409.65	409.20	409.65	409.20	409.63	409.20	410.13	409.20	410.83	409.20	409.65	409.20
2500	409.91	409.48	409.91	409.48	409.91	409.48	409.91	409.48	410.16	409.48	410.84	409.48	409.91	409.48

November 26, 2004

Sect.	Flood Elevations													
No.	Deck raised 300mm		Deck raised 450mm		No Bridge		Ex. Bridge c/w Flood Wall: Elev. = 409.0		Ex. Bridge c/w Flood Wall: Elev. = 410.0		Ex. Bridge c/w Flood Wall: Elev. = 411.0		Raise Deck 300 mm Wall: Elev. = 410.0	
	Regional	100 yr	Regional	100 yr	Regional	100 уг	Regional	100yr	Regional	100yr	Regional	100уг	Regional	100yr
2600	410.70	410.12	410.70	410:12	410.70	410.12	410.70	410.12	410.67	410.12	410.96	410.12	410.70	410.12
2700	410.95	410.38	410.95	410.38	410.95	410.38	410.95	410.38	410.94	410.38	411.11	410.38	410.95	410.38
2800	411.20	410.72	411.20	410.72	411.20	410.72	411.20	410.72	411.20	410,72	411.27	410.72	411.20	410.72
2900	411.92	411.66	411.92	411.66	411.92	411.66	411.92	411.66	411.92	411.66	411.89	411.66	411.92	411.66
3000	412.74	412.52	412.74	412.52	412.74	412.52	412.74	412.52	412.74	412.52	412.76	412.52	412.74	412.52
3100	413.29	413.12	413.29	413.12	413.29	413.12	413.29	413.12	413.29	413.12	413.28	413.12	413.29	413.12
3200	413.65	413.47	413.65	413.47	413.65	413.47	413.65	413.47	413.65	413.47	413.65	413,47	413.65	413.47
3300	413.83	413.60	413.83	413.60	413.83	413.60	413.83	413.60	413.83	413.60	413.83	413.60	4.13.83	413.60

Cross-section at bridge Cross-section upstream of bridge



# Township of Southgate

Administration Office

185667 Grey Road 9, RR 1 Dundalk, ON NOC 1B0 Phone: 519-923-2110 Toll Free: 1-888-560-6607 Fax: 519-923-9262 Web: www.southgate.ca

# Staff Report CAO2021-082

Title of Report:Draft Melancthon-Southgate Land Annexation & BoundaryAdjustment Agreement Report

**Department:** Administration

Council Date: December 1, 2021

#### **Council Recommendation:**

Be it resolved that Council receive Staff Report CAO2021-082 as information; and

**That** Council consider approval of the draft Annexation and Boundary Agreement with the County of Dufferin, the Township of Melancthon, the County of Grey and the Township of Southgate; and

**That** Council direct staff to present the draft Annexation and Boundary Adjustment Agreement to and work with the County of Dufferin, the Township of Melancthon and the County of Grey and to finalize the agreement for Council to consider, approve and forward to Ministry of Municipal Affairs and Housing for final Provincial approval.

#### **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. Melancthon Council as a whole has had initial discussions at their November 4<sup>th</sup>, 2021 Council meeting. Mayor White provided a verbal update to Council regarding proposed annexation by Southgate Township for a future Flato Development.

Southgate Council received staff report CAO2021-076 at the November 17<sup>th</sup>, 2021 Council meeting and approved the following motion:

Moved by Deputy Mayor Milne; Seconded by Councillor Frew;

**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. Carried No: 2021-657

#### **Staff Comments:**

Staff has developed a Draft Annexation and Boundary Adjustment Agreement as a template document based the review of similar agreements and the Restructuring Proposal for Shelburne and Melancthon from 2002.

The basis for this annexation request by Flato Developments with the Township of Melancthon transferring lands to the Township of Southgate is to access Dundalk's urban services. The Flato Development plan requires municipal water services, wastewater disposal mains/trunks lines and treatment plant infrastructure.

The considerations that are reflected in this Draft Annexation and Boundary Adjustment Agreement is based on the following considerations:

- Transfer of lands an area developer has purchased for future development.
- Consider existing road assets that will be impacted by the future development of the annexed lands related to the installation of servicing utilities and increase traffic and levels of service.
- Assessing credit for existing municipal assets and services that are associated with the Melancthon lands to be annexed.
- Tax compensation for lost revenues for a set period of time based on the taxation on the annexation date.
- Shared tax revenues for the new development on the annexed lands based on a percentage of the new tax and taxation increases realized from development growth; or
- One-time payments between municipalities based on each new residential building permit issued on the annexed lands.
- Covering all direct costs of the annexation paid for by the benefitting municipality/county.

Staff recommend that the Draft Melancthon-Southgate Land Annexation & Boundary Adjustment Agreement report be approved as presented by Council to start the negotiations and advance the dialogue with the Township of Melanthon, Dufferin and Grey County.

#### **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 require a legal review of the Annexation and Boundary Adjustment Agreement. Any development costs related to this project would be growth related and captured in a Development Agreement with Flato Developers being assessed any costs incurred by Southgate or Melancthon would incur related agreement legal review and all off site service costs to cross Highway #10 and extend services to the annexed properties. 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.

#### **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 CAO2021-082 as information.
- 2. Council consider approval of the draft Annexation and Boundary Adjustment Agreement with the County of Dufferin, the Township of Melancthon, the County of Grey and the Township of Southgate.
- 3. Council direct staff to present the draft Annexation and Boundary Adjustment Agreement to and negotiate with the County of Dufferin, the Township of Melancthon and the County of Grey to finalize the agreement for Council to consider, approve and forward to Ministry of Municipal Affairs and Housing for final Provincial approval.

Respectfully Submitted,

**CAO approval:** <u>Original Signed By</u> Dave Milliner – CAO <u>dmilliner@southgate.ca</u> 923-2110 x210

#### **Attachments:**

- Attachment #1 Draft Melancthon Land Annexation & Boundary Adjustment Agreement Report
- Attachment #2 Restructuring Proposal for Town of Shelburne and the Township of Melancthon, 2002

#### BOUNDARY ADJUSTMENT AGREEMENT

#### AMONG:

THE CORPORATION OF THE TOWNSHIP OF MELANCTHON, "Melancthon"

and

THE CORPORATION OF THE COUNTY OF DUFFERIN, "Dufferin"

and

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE, "Southgate"

and

THE CORPORATION OF THE COUNTY OF GREY, "Grey"

#### **INTRODUCTION:**

Dufferin, Grey, Melancthon, and Southgate ("the municipalities") have negotiated an agreement among them for the transfer of a parcels of land ("the annexed lands"), located in Dufferin and Melancthon to Grey and Southgate by way of a restructuring proposal pursuant to sections 25.2 and 25.4 of the *Municipal Act*, R.S.O. 1990, Chapter M45.

This document sets out the agreement among the municipalities.

**THIS DOCUMENT WITNESSES** that in consideration of the mutual covenants and agreements contained in it, and subject to the terms and conditions contained in it, the municipalities agree as follows:

#### 1.0 **EFFECTIVE DATE AND IMPLEMENTATION:**

1.1 This agreement is deemed to constitute a restructuring proposal, which will be submitted to the Minister of Municipal Affairs and Housing ("the Minister") for implementation, effective July  $1^{st}$ , 2022 ("the effective date"). The Minister is authorized by the municipalities to implement those provisions of this agreement that the Minister has authority to implement. The municipalities agree that all of the provisions of the agreement are binding upon them, whether contained in the Minister's Order or otherwise.

#### 2.0 LANDS TO BE ANNEXED

2.1 This Boundary Adjustment Agreement concerns a proposed annexation of part of Melanthon, in Dufferin to the Southgate, in Grey as follows:

The 2 parcels of land as offered by Melancthon to Southgate, generally described as the following:

- Parcel #1 being bounded by the westerly limit of Highway #10, the southerly limit of Dufferin Road #9, the easterly limit of Melancthon Road 2<sup>nd</sup> Line North East and the northerly limit being the south property line of Melancthon lands Concession #1 & Concession #2, Lots 229, SETSR, being 200 acres in size.
- Parcel #2 being bounded by the westerly limit being the east side of Melancthon property Concession #2, Lot #241 SWTSR, the southerly limit being the north side of Melancthon property Concession #1, Lot #242 SWTSR, the easterly limit being Highway #10 and the north limit being Southgate property Concession #1, Lot #240, SWTSR, being 50 acres in size.

These lands are referred to in this agreement as "the annexed lands".

- **2.2** The municipalities agree as follows:
  - i. That it is in their interest to create a common servicing corridor for the purpose of installation and operation of municipal services and utilities of every nature and description.
  - ii. The common corridor will be contained within the road allowance of Dufferin Road #9 (as same exists or as may be modified from time to time) beginning at the intersection of Dufferin Road #9 and Highway #10 and thence easterly within the Dufferin Road #9 road allowance to its intersection with Melancthon Road 2<sup>nd</sup> Line North East.
  - iii. The common corridor will be common in the sense that the municipalities will each be entitled to access and use thereof for services and utilities as aforesaid as and when needed throughout the entire common corridor; and
    - a) The municipalities agree to enter into a written contract which will more particularly define the parameters of their relationship pertaining to the common corridor including, without limiting generality, such matters and things as mutual/common connections, common use of services and obligations of with respect to one another for construction, maintenance and repair.
    - b) Grey and Southgate agree that with respect to that portion of Dufferin Road #9 situated between the westerly limit of Highway #10 and the easterly limit of Melancthon Road 2<sup>nd</sup> Line North East (the "Flato Option #1 lands");

- c) All upgrades, improvements and expansions of Dufferin Road #9, as identified in the approved development plans for the Flato Option #1 lands, shall be undertaken by the Grey and Southgate through Flato Developments at no cost to Dufferin or Melancthon;
- d) Prior to construction of the upgrades, improvements and expansions noted in
  - (i) above, Grey and Southgate agrees that:
  - (ii) the Grey and Southgate may connect roads to the Dufferin Road #9; and
  - (iii) improvements required to facilitate such connection of roads to the Dufferin Road #9 and cost sharing amongst affected parties pertaining thereto shall be determined pursuant to a Traffic Impact Study.
  - (iv) Grey and Southgate shall provide the Dufferin and Melancthon with access to the Option #1 Flato Lands via no fewer than three (3) intersections including Intersection Road and additional connections as justified by a Traffic Impact Study. Access to Option #2 lands will be provided by roadway connections from the Southgate Concession 1, Lot 240, SWTSR property.
- 2.3 Dufferin and Grey County agrees that they will determine jurisdiction and maintenance over the following:
  - i. all of that portion of the present Dufferin Road #9 road allowance from Hwy #10 to the east to the intersection of Melancthon Road 2<sup>nd</sup> Line North East & Dufferin Road #19

And the County of Dufferin and County of Grey agrees to determine the developer requirements that:

- ii. it will undertake traffic studies to assess the present and future requirements for all upgrades, improvements and servicing so that the present Dufferin Road #9 section of roadway to an urban standard.
- iii. the County will pass all necessary by-laws to give effect to the provisions above.

#### 3.0 **<u>REPRESENTATION:</u>**

3.1 The annexed lands shall form part of the Township of Southgate and designated into the urban area in the Village of Dundalk as of the effective date and the residents of the annexed lands shall be entitled to vote in the Township of Southgate in the regular municipal elections to be held on October 24<sup>th</sup>, 2022 in accordance with the *Municipal Elections Act, 1996*.

#### 4.0 <u>COMPENSATION:</u>

4.1 In consideration of the transfer of the annexed lands from the Township of Melancthon to the Township of Southgate, the Township of Southgate will make payments based on the present-day taxation and assessment base on the year of transfer for a period of 10 years to the Township of Melancthon and the County of Dufferin, payable as follows:

YEAR	SOUTGATE & GREY CTY	MELANCTHON	DUFFERIN CTY
Distribution	Annual Tax Collected	%	%
2022 Taxation \$			
May 1, 2023 Tax \$			
May 1, 2024 Tax \$			
May 1, 2025 Tax \$			
May 1, 2026 Tax \$		"	"
May 1, 2027 Tax \$			
May 1, 2028 Tax \$			
May 1, 2029 Tax \$			
May 1, 2030 Tax \$			
May 1, 2031 Tax \$			
May 1, 2032 Tax \$			

4.2 Interest at the rate of 1.0% per month shall be payable by the Township of Southgate to the Township of Melancthon and the County of Dufferin as the case may be on any amount of the above mentioned sums that are not paid on the due dates in question and interest shall accrue on any outstanding balance from the date the payment was due pursuant to this agreement until the balance is received by the Township of Melancthon or the County of Dufferin as the case may be.

#### 5.0 TAX COLLECTION AND ASSESSMENT

5.1 **Outstanding Taxes** - The Township of Melancthon will issue, prior to January 9, 2023, a final notice of all real property taxes, charges or rates levied under any general or special Act in the annexed lands and uncollected as of December 31, 2022 ("outstanding taxes") to each affected property owner, instructing them to remit all outstanding taxes to the Township of Southgate. The Township of Melancthon shall remit to the Township of Southgate within 30 days following receipt by the Township of Melancthon any payments on account of outstanding taxes remitted to the Town subsequent to the effective date.

5.2 The outstanding taxes shall be deemed to be taxes due and payable to the Township of Southgate and may be collected by the Township of Southgate.

5.3 Prior to January 16, 2023, the clerk of the Township shall prepare and furnish to

the clerk of the Township of Southgate a special collector's roll showing all outstanding taxes and the persons assessed for them.

5.4 The Township of Southgate shall pay to the Township of Melancthon prior to February 1, 2023 an amount equal to the outstanding taxes.

5.5 **Tax Sales** - The Township of Southgate shall have the authority to continue with any tax sale procedures in the annexed lands initiated by the Township of Melancthon pursuant to the provisions of the *Municipal Tax Sales Act* that have not concluded by the effective date. The proceeds of such tax sales, subject to the provisions of the *Municipal Tax Sales Act*, shall vest in the Township of Southgate subject to settlement pursuant to paragraph 5.4

5.6 **Assessment Roll Transfer** - If the Minister does not issue the restructuring Order for this proposal prior to the finalization of the assessment roll for the annexed lands for the year 2022, the Municipal Property Assessment Corporation (MPAC) shall be authorized to amend the assessment roll for the annexed lands for the taxation year 2022 to reflect the transfer of the annexed lands from the Township of Melancthon to the Township of Southgate. For the purposes of the assessment roll to be prepared for the Township of Southgate for taxation in the year 2023, the annexed area shall be deemed to be part of the Township of Southgate and shall be assessed on the same basis that the assessment roll for the Township of Southgate is prepared.

5.7 **Local Improvement By-law** - Any charges for local improvements that have been initiated by the Township of Melancthon pursuant to a by- law passed under the provisions of the *Local Improvement Act* in the annexed lands that are still in effect at the effective date ("local improvement charges") shall be collected by the Township of Southgate pursuant to such local improvement by-law and shall be paid to the Township of Melancthon annually on July 31 for the total amount levied in that year.

5.8 Prior to January 16, 2023, the clerk of the Township of Southgate shall prepare and furnish to the clerk of the Township of Southgate in respect of the annexed land, a schedule detailing the local improvement charges, to facilitate billing of these by the Township of Southgate and payment of these amounts to the Township of Melancthon.

### 6.0 <u>TAX PHASE-IN</u>

6.1 Commencing January 1, 2023, any increase in the rate of taxes for municipal purposes for the annexed lands which would occur solely as a result of this annexation shall be phased in for the municipal portion of the real property tax bill equally over a period of five years. Notwithstandingthe foregoing, the municipalities agree that capping legislation will apply.

### 7.0 **PROVISION OF MUNICIPAL SERVICES:**

7.I The Township of Southgate will assume all responsibility for the provision of municipal services including but not limited to roads, sewer, water, police protection and fire protection for the annexed  $\frac{1}{2}$  and the said municipal services shall

become the responsibility of the Township of Southgate as of the effective date or as otherwise agreed to by the municipalities. Municipal services will include the cost of the supplyand maintenance or repair of any appurtenances or other equipment that may be necessary for the operation of the service in question.

### 8.0 <u>STUDIES, PLANS, RECORDS:</u>

8.1 The Township of Melancthon and the County of Dufferin will transfer to the Township of Southgate and the County of Grey any studies, plans, records, designs or similar material that it has prepared and that are public in nature and relate to the annexed lands.

8.2 **OMB Appeals** - The Township of Melancthon and the County of Dufferin agree that after the effective date they will continue to cooperate with the Township of Southgate and the County of Grey by providing such supporting information and documentation that is in their possession or under their control that is requested by the Township of Southgate to enable the Township of Southgate to respond to court actions or appeals brought to the Ontario Municipal Board by residents of the annexed lands.

8.3 **Municipal Drains** - The Township of Melancthon and the County of Dufferin agree to provide to the Township of Southgate the information and documentation on hand with respect to the municipal drains located in the annexed lands that may be the subject of assessments under the *Drainage Act.* 

### 9.0 <u>EMPLOYEES:</u>

9.1 There will be no transfer of employees or other staff from the Township of Melancthon or the County of Dufferin to the Township of Southgate as a result of this restructuring.

### 10.0 PROPERTY:

10.1 **Transfer of Utility Assets** - Subject to paragraph 10.2, the Township of Melancthon will transfer, as of the effective date to the Township of Southgate any pipes, pumping stations and related appurtenances for any public utilities in the annexed lands if applicable.

10.2 The Township of Melancthon agrees to transfer ownership of water mains and services identified in Schedule "A" to the Township of Southgate, Dundalk Waterworks Department as of the effective date.

10.3 **Transfer of Roadway Assets** - All real property, including but not limited to any roadways, bridges, street fixtures, easements and restrictive covenants running with Township of Melancthon land located in the annexed lands, vests in the Township of Southgate which will assume ownership and control and responsibility for the maintenance and repair of these as of the effective date or as otherwise agreed to

by the municipalities.

10.4 All real property, including but not limited to any roadways, bridges, street fixtures, easements and restrictive covenants running with County of Dufferin land located in the annexed lands, vests in the County of Grey which will assume ownership and control and responsibility for the maintenance and repair of these as of the effective date or as otherwise agreed to by the municipalities.

10.5 The municipalities acknowledge that the maintenance, repair and construction of the municipal road system located within the annexed lands shall remain at the same level of service currently provided by the Township of Melancthon or the County of Dufferin, until the Township of Southgate and the County of Grey assumes responsibility for the maintenance, repair and construction of the roads on the effective date or as otherwise agreed to by the municipalities.

10.6 **Securities Held In Trust** - Any securities, letters of credit or similar instruments that are held in trust by the Township of Melancthon with respect to any Site Plan Agreements, Subdivision Agreements or any other development agreements in the annexed lands shall vest with the Township of Southgate as of the effective date and documentation related thereto shall be transferred to the Township of Southgate prior to February 1, 2023.

10.7 **Franchise Utility Agreements** - The Township of Melancthon and County of Dufferin agree to transfer their rights in any utility franchise agreements or contracts for natural gas, telephone, telecommunications and cable television installations in the annexed lands to the Township of Southgate as of the effective date.

10.8 **Land Transfer**s - There will not be transfer of any property from the Township of Southgate to the Township of Melancthon or to the County of Dufferin other than as provided for in this proposal.

### 11.0 LIABILITIES:

11.1 **Litigation** - Except as specifically provided for in this agreement, any liabilities, obligations or responsibilities that the Township of Melancthon or the County of Dufferin may have that relate to the annexed lands shall be transferred to the Township of Southgate as of the effective date. The Township of Melancthon and the County of Dufferin are not aware of any litigation that relates to the annexed lands.

11.2 Any litigation commenced prior to the effective date, or after the effective date with respect to matters that occurred prior to the effective date with respect to the annexed lands, remains the obligation of the Township of Melancthon or the County of Dufferin, as the case may be.

### 12.0 MUNICIPAL BY-LAWS AND OFFICIAL PLANS:

12.1 **Official Plan & Zoning By-law** - Any comprehensive zoning By-law or 327

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amendments thereto, or site plan control bylaws, passed pursuant to section 34 or 41 or predecessor of those sections of the *Planning Act*, or any Official Plan or amendments thereto of the Township of Melancthon that have been approved or adopted for the annexed lands pursuant to the provisions of the *Planning Act* shall be deemed to be part of the zoning By-law and Official Plan for the Township of Southgate as of the effective date and shall remain in full force and effect in the annexed lands until amended or repealed or otherwise replaced by the Township of Southgate pursuant to the provisions of the *Planning Act*.

12.2 Any part of an Official Plan of the County of Dufferin pertaining to the annexed lands ceases to apply to the annexed lands as of the effective date.

12.3 Any application to amend the Comprehensive Zoning By-law or the Official Plan for the Township of Melancthon that was initiated prior to the effective date for the annexed lands shall be continued by the Township of Southgate having regard for the zoning By-law and Official Plan for the Township of Melancthon.

12.4 The Township of Melancthon will circulate to the Township of Southgate any application that may be made to the Township of Melancthon prior to the effective date for an Official Plan Amendment, zoning By-law Amendment, Consent for Severance, Minor Variance, Site Plan Agreement, Plan of Subdivision or Plan of Condominium for the annexed lands.

12.5 **Other Municipal By-laws in Force & Effect** - Save and except as provided for in Sections 12.1 and 12.2, and this paragraph, any By-laws and Resolutions of the Township of Southgate shall come into force and take effect in the annexed lands as of the effective date save and except for the Township of Melancthon By-laws and County of Dufferin By-laws passed pursuant to the *Highway Traffic Act* or the *Municipal* Act, that regulate the use of highways by vehicles or pedestrians, which establish speed limits or parking restrictions within the annexed lands or that regulate the encroachment or projection of buildings or any portion thereof upon or over highways, by-laws of the Township of Melancthon or the County of Dufferin passed under section 45, 58, or 61 or a predecessor of those sections of the Drainage Act, by-laws passed under section 10 of the *Weed Control Act*, and by- laws conferring rights, privileges, franchises, immunities or exemptions that could not have been lawfully repealed by the council of the Township of Melancthon or the County of Dufferin, as the case may be, which By-laws shall be deemed to be By-laws of the Township of Southgate and shall remain in force and effect until amended or replaced by the Council for the Township of Southgate.

12.6 **Development Charges By-law** - The Township of Melancthon's Development Charges By-law as it affects the annexed lands shall continue to apply to the annexed lands as if it were a By-law of the Township of Southgate and shall remain in full force and effect in the annexed lands until amended or repealed or otherwise replaced by the Township of Southgate pursuant to the provisions of the *Development Charges Act*.

12.7 **Non-resident Charges** - All residents in the annexed lands shall, as of the effective date, be residents of the Township of Southgate and all non-resident charges assessed against these residents for the use of facilities in the Township of

Southgate or services of the Township of Southgate shall cease to apply as of the effective date.

### 13.0 <u>MORATORIUM:</u>

13.1 Subject to Article 13.3, the municipalities agree that none of them will seek any further changes to the boundary separating the Township of Southgate from the Township of Melancthon and the County of Dufferin until the earlier to occur of the following two dates:

- (a) January 1, 2027; or
- (b) at a date prior to January 1, 2027, when the Township of Southgate has demonstrated, acting reasonably, that there is an insufficient inventory of employment land and residential land to accommodate the Township of Southgate's projected growth for a time horizon of up to twenty years. The Township of Southgate shall demonstrate the insufficiency of said inventory by utilizing and conforming with the *Projection Methodology Guidelines of the Ministry of Municipal Affairs and Housing - 1995* (the "Guidelines"), and by conforming with the *Provincial Policy Statement* issued under section 3 of the *Planning Act of Ontario*, which came into effect by Order in Council No. 746-96 on May 22, 1996.

Notwithstanding the generality of Article 13.1 (b) above, when utilizing the *Guidelines* in the calculation of the Total Land Requirements of the Township of Southgate, there shall be included in the calculation of "designated vacant lands" the total area of all lands in the Township of Southgate which have not been fully developed in accordance with applicable zoning and/or official plan provisions, regardless of ownership.

13.2 For greater certainty, the municipalities agree that any disagreement arising among them concerning implementation or interpretation of Article 13.1 (b) above shall be referred to mediation and then arbitration in accordance with the provisions of Article 14 below.

13.3 Notwithstanding Article 13.1 or any other provision of this agreement, the municipalities agree that minor boundary changes between the Township of Southgate and Township of Melancton and the County of Dufferin may be required from time to time and may be effected by a mutual agreement of the Township of Southgate, the County of Dufferin and the affected County municipality (Grey) requesting a restructuring order to be signed by the Minister of Municipal Affairs and Housing or by such procedure as the Province of Ontario may in future enact for these purposes.

### 14.0 **DISPUTE RESOLUTION:**

14.1 **Mediation:** A dispute arising out of the interpretation of this agreement may

be resolved through mediation by way of a mediator agreed to by the municipalities to this agreement. If the municipalities cannot agree on a mediator or the dispute is not resolved through the mediation, the matter in dispute shall be referred to arbitration as set out in section 14.2 below.

14.2 **Arbitration:** A dispute arising out of the interpretation of this agreement may be referred to arbitration to resolve the dispute in accordance with the provisions of the *Arbitrations Act, 1991.* The appointment of the arbitrator and the conduct of the arbitration will be governed by the provisions of the *Arbitrations Act, 1991.* 

14.3 Where a dispute is referred to arbitration under subsection 2, the decision of the arbitrator shall be final.

14.4 The costs associated with mediation or arbitration proceedings under this section shall be shared equally between the municipalities if only two municipalities are parties to the mediation or arbitration and shall be paid fifty percent by the Township of Southgate and the balance of the costs shared equally between the Township of Melanchthon and the County of Dufferin if the three municipalities are parties to the mediation.

### 15.0 AMENDMENTS:

15.1 The Township of Melancton, the County of Dufferin, County of Grey and the Township of Southgate all agree that the municipalities may at any time amend any provision of this Agreement which does not become incorporated into and form part of the Minister's Order, provided that all municipalities agree to the amendment in writing.

### 16.0 OTHER PROVISIONS

16.1 This Agreement is conditional upon the issuance of an Order by the Minister implementing the restructuring proposal submitted by the municipalities.

16.2 This Agreement contains the entire agreement among the municipalities, and it is acknowledged and agreed that there are no other representations, warranties, conditions, collateral agreements, inducements or promises, oral or otherwise, affecting the relationship of the municipalities except as set out in this agreement.

16.3 The invalidity, illegality or unenforceability of any particular provision, article or sub-article in this Agreement shall not affect any other provisions of this Agreement, and the balance of this Agreement shall remain valid and in full force and effect notwithstanding any such invalidity, illegality or unenforceability.

16.4 The failure of a municipality or municipalities to require performance by the other or others of any provision of this Agreement shall in no way affect its right thereafter to enforce such provision, nor shall the waiver of a breach of any provision by a municipality or municipalities be taken or be held to be a waiver of any further breach of the same provision or the breach of any other provision of this

Agreement.

16.5 The municipalities recognize and agree upon their respective autonomous jurisdictions and their right to self-governance and undertake to work cooperatively on issues of mutual concern. The municipalities agree that they will not object to, cause delay of or otherwise involve themselves with regulatory approval or implementation of any transportation, water and wastewater servicing solutions chosen for implementation by the respective municipalities, so long as such are identified in the municipalities' master plans as these exist from time to time and approved by the appropriate regulatory authority.

### 17.0 BINDING AGREEMENT

17.1 The municipalities agree that all provisions of this agreement, whether or not they are contained in the Minister's restructuring order, are binding among the municipalities.

### 18.0 SIGNATURES:

18.1 The municipalities, by the respective persons authorized by the Township of Melancthon, the County of Dufferin, the Township of Southgate and the County of Grey, are executing this agreement under seal.

# THE CORPORATION OF THE TOWNSHIP OF MELANCTHON

Darren White, Mayor

Denise Holmes, Clerk

We have the authority to bring the Corporation.

### THE CORPORATION OF THE COUNTY OF DUFFERIN

\_\_\_\_\_, Warden

Michelle Dunne, Clerk

We have the authority to bring the Corporation.

# THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

John Woodbury, Mayor

Lindsey Green, Clerk

We have the authority to bring the Corporation.

### THE CORPORATION OF THE COUNTY OF GREY

Selwyn Hicks, Warden

Heather Morrison, Clerk

We have the authority to bring the Corporation

## RESTRUCTURING PROPOSAL FOR THE CORPORATIONS OF THE TOWN OF SHELBURNE AND THE TOWNSHIP OF MELANCTHON

# \* \* \* \* \* \* \* \* \* \* \* \* \* \* \*

### EFFECTIVE DATE

The following proposal is submitted to the Minister of Municipal Affairs and Housing for implementation, effective January 1, 2002.

### DESCRIPTION OF PROPOSAL

This proposal is an annexation of properties, comprised of a total of 406.2 acres (164.4 Hectares), from the Township of Melancthon to the Town of Shelburne. The lands which are subject to the proposal are more particularly described in Appendix A to the proposal. Both municipalities are located within the County of Dufferin.

### NAME AND STATUS

Certain lands as legally described in Appendix A will be annexed from the Township of Melancthon and be located in the corporate limits of the Town of Shelburne.

The Corporation of the Town of Shelburne and the Corporation of the Township of Melancthon shall maintain their name and status as a municipality within the County of Dufferin. The new corporate limits of the municipalities of Shelburne and Melancthon are shown in Appendix B and C, respectively.

### REPRESENTATION

There are no changes to representation within the Town of Shelburne, Township of Melancthon or the County of Dufferin as a result of the restructuring proposal.

### LOCAL BOARDS

There are no changes to local boards within the Town of Shelburne, Township of Melancthon or the County of Dufferin as a result of the restructuring proposal.

### MUNICIPAL SERVICES

There are no changes to the provision of municipal services within the Town of Shelburne, Township of Melancthon or the County of Dufferin as a result of the restructuring proposal. The annexed properties, which currently must be serviced by private well and sewage system, will be provided with municipal water and sewage services from the Town of Shelburne, if requested, and at the Town's discretion, following the implementation of the restructuring proposal. The Town may complete a Secondary Study for lands which are the subject of this proposal prior to permitting development of the lands.

The Road Allowance between Concessions 3 and 4 shall be a shared roadway from the Highway 89 intersection north to the north limit of the former CPR right-of-way.

The lands shall continue to have electricity provided and serviced by Hydro One.

### FINANCIAL ISSUES

All taxes, charges or rates levied by the Township of Melancthon under any legislation shall be collected and paid to the Township of Melancthon as of the implementation date. All arrears or uncollected payments as of the implementation date shall be paid to the Township of Melancthon.

Following the implementation date, all taxes, charges and rates levied under any legislation shall be collected and paid to the Town of Shelburne, by the property owners.

Commencing on the implementation date, Shelburne shall pay to Melancthon in each year the amount that is equal to the assessed value, upon the implementation date, of the lands described in Appendix A, multiplied by the applicable local tax rate for the year that would have applied to the lands in Melancthon, had the lands remained in Melancthon and in their present use. The payment shall be made quarterly, forthwith after each instalment date. In the event that a property is developed and is assessed at a higher value and at a higher tax rate as a result of the development, the payments to Melancthon shall continue at the undeveloped assessed value and tax rate. The payments to Melancthon shall terminate upon the tenth anniversary of the implementation date, or upon general restructuring of the municipalities, whichever occurs first.

Shelburne shall in each year with each tax bill provide an adjustment to the owners of each undeveloped property in the lands described in Appendix A, so that the dollar amount demanded of the owner is the same as the amount paid to Melancthon. This provision shall terminate upon the tenth anniversary of the implementation date, or upon general restructuring of the municipalities, whichever occurs first. Shelburne shall contribute to the capital improvement costs of the shared boundary road allowance between Concessions 3 and 4 from the railway crossing to Highway 89. The formula for the contributions shall be based upon a formula that uses the variables of the estimated number of residences in the annexed area, the estimated number of trips and the current number of trips. An example of the calculation is attached as Appendix E which is estimated to be a 90/10 split Shelburne/Melancthon.

Shelburne shall contribute an annual amount to Melancthon in the amount of \$5,000, to maintain the shared road allowance between Concessions 3 and 4 to be adjusted annually based on the C.P.I. (Consumer Price Index) as of December 31 of each year.

### MUNICIPAL BYLAWS

Zoning by-laws that were passed under Section 34 of the *Planning Act* and any provisions of an Official Plan which were approved under the *Planning Act* by the Township of Melancthon which affect the annexed property shall become part of the zoning by-law and Official Plan of the Town of Shelburne and remain in force until amended or repealed.

Any procedure to enact a by-law or adopt an Official Plan amendment or amendments that apply to the annexed lands and are not in force, the Council of the Town of Shelburne may continue the procedures.

Following the implementation date, and with the exception of the above paragraph, the property shall comply with any bylaws, policies or resolutions of the Town of Shelburne.

## INTERIM COUNCIL AND TRANSITIONAL ISSUES

There are no additional transitional issues to be addressed, and no impact on municipal Councils, as a result of the municipal restructuring proposal.

### **BOUNDARY DESCRIPTION**

The parcels of land to be annexed from the Township of Melancthon to the Town of Shelburne is described as:

Parts of the West Halves of Lots 1, 2, and 3, Concession 3, Old Survey, Including Part of the Road Allowance Between Concessions 3 and 4, Old Survey, Township of Melancthon, County of Dufferin Comprising Approximately 190.26 acres (77 Hectares); As shown on Compiled Plan 1, prepared by P. J. Williams, dated 18 May 2001, attached in Appendix A to this document Parts of the East Halves of Lots 3 and 4, Concession 3, Old Survey, Township of Melancthon, County of Dufferin Comprising Approximately 68.45 Acres (27.7 Hectares); As shown on Compiled Plan 2, prepared by P. J. Williams, dated 18 May 2001, attached in Appendix A to this document.

Parts of the East Half of Lot 2, Concession 2, Old Survey, Township of Melancthon, County of Dufferin Comprising Approximately 50 Acres (20.1 Hectares); As shown on Compiled Plan 3, prepared by P. J. Williams, dated 18 May 2001, attached in Appendix A to this document.

Parts of the West Half of Lot 1, Concession 1, Old Survey, Township of Melancthon, County of Dufferin Comprising Approximately 97.85 acres (39.6 Hectares) As shown on Compiled Plan 4, prepared by P. J. Williams, dated 18 May 2001, attached in Appendix A to this document.

The new boundary of the Corporation of the Town of Shelburne is comprised of the total area of the former Corporation of the Town of Shelburne and the addition of the lands known as:

Parts of the West Halves of Lots 1, 2, and 3, Concession 3, Old Survey, Including Part of the Road Allowance Between Concessions 3 and 4, Old Survey, Township of Melancthon, County of Dufferin Comprising Approximately 190.26 acres (77 Hectares); As shown on Compiled Plan 1, prepared by P. J. Williams, dated 18 May 2001, attached in Appendix A to this document

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Parts of the West Halves of Lots 1, 2, and 3, Concession 3, Old Survey, Including Part of the Road Allowance Between Concessions 3 and 4, Old Survey, Township of Melancthon, County of Dufferin Comprising Approximately 190.26 acres (77 Hectares); As shown on Compiled Plan 1, prepared by P. J. Williams, dated 18 May 2001, attached in Appendix A to this document

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The new boundary of the Corporation of the Town of Shelburne is shown on Appendix B.

The new boundary of the Corporation of the Township of Melancthon is shown on Appendix C.

### Appendix A

## Description of lands being annexed from the Township of Melancthon to the Town of Shelburne

The following compiled plans have been prepared by P. J. Williams, Ontario Land Surveyor, dated and signed 18 May 2001. The following compiled plans are attached to and form part of Appendix A to this agreement.

#### Compiled Plan 1

Part of the West Half of Lot 1, and all of the West Half of Lot 2, and part of the West Half of Lot 3, Concession 3, Old Survey; and,

Part of the original road allowance between Concessions 3 and 4, Old Survey, (adjacent to part of Lot 1, all of Lot 2 and part of Lot 3); and,

Part of Lots 1-19 (inclusive), and all of Lots 20-67 (inclusive), and all of King Street and all of Queen Street and part of Prince Street, (all closed by Court Order registered as Inst. MF62334) Registered Plan 28A,

Township of Melancthon, County of Dufferin

#### Compiled Plan 2

Parts of the East Halves of Lots 3 and 4, Concession 3, Old Survey, Township of Melancthon, County of Dufferin

### Compiled Plan 3

Part of the East Half of Lot 2, Concession 2, Old Survey, Township of Melancthon, County of Dufferin

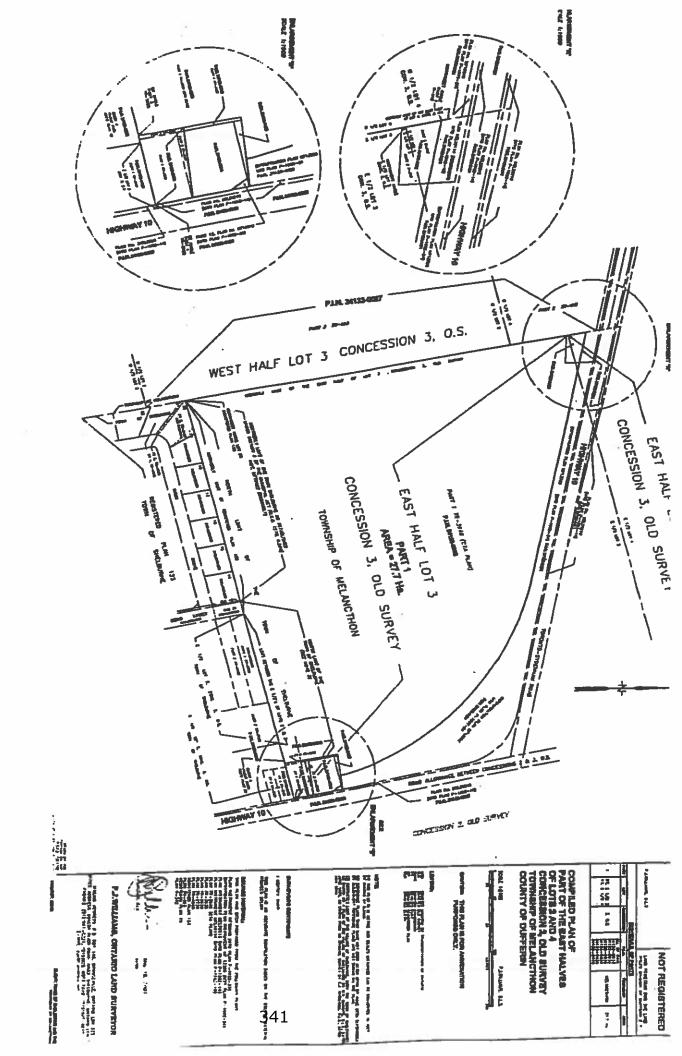
#### Compiled Plan 4

Part of the West Half Lot 1 Concession 1, Old Survey, Township of Melancthon, County of Dufferin

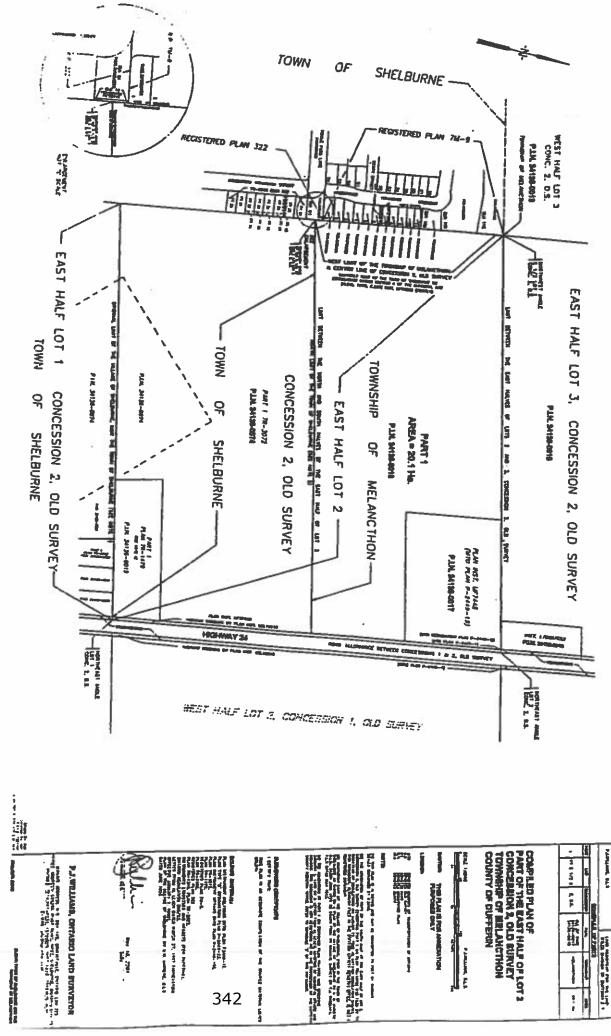
## **APPENDICES**

- Appendix A Description of lands being annexed from the Township of Melancthon to the Town of Shelburne, and compiled survey plans.
- Appendix B Corporation of the Town of Shelburne Boundary
- Appendix C Corporation of the Township of Melancthon Boundary
- Appendix D Certified Copies of Resolution in support of Restructuring Proposal from the Town of Shelburne, Township of Melancthon and the County of Dufferin

Appendix E - Example of Boundary Road Capital Improvement Cost Sharing Formula

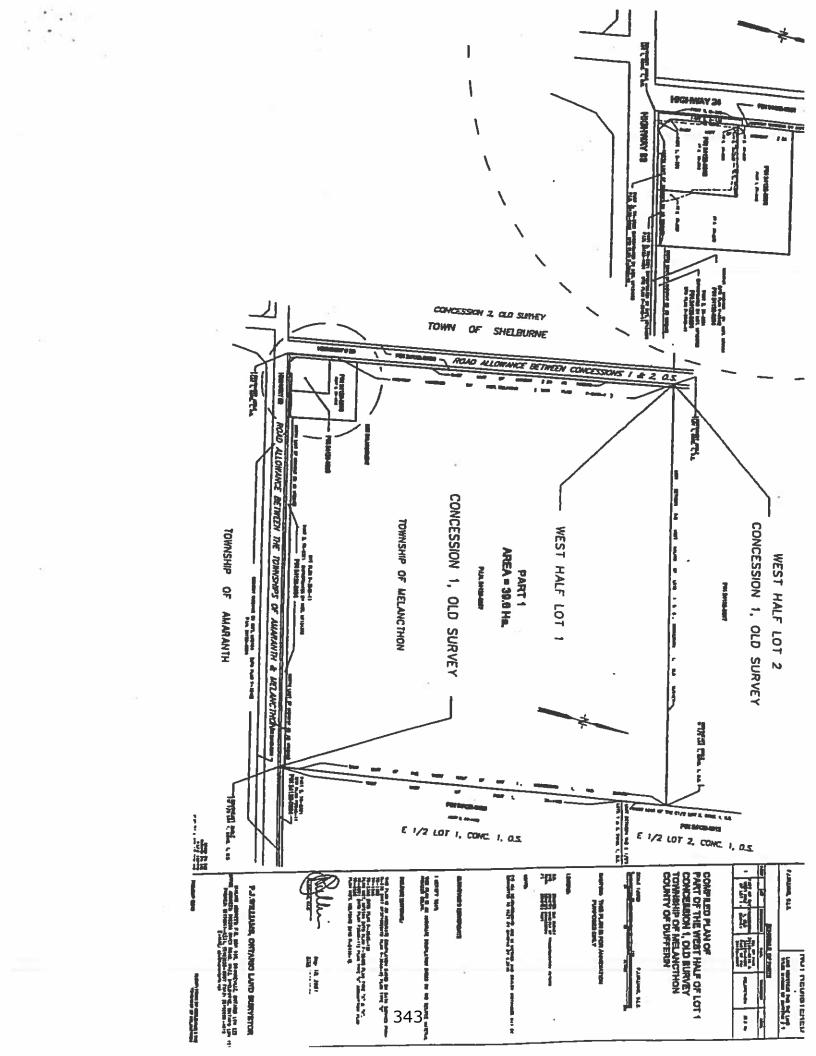


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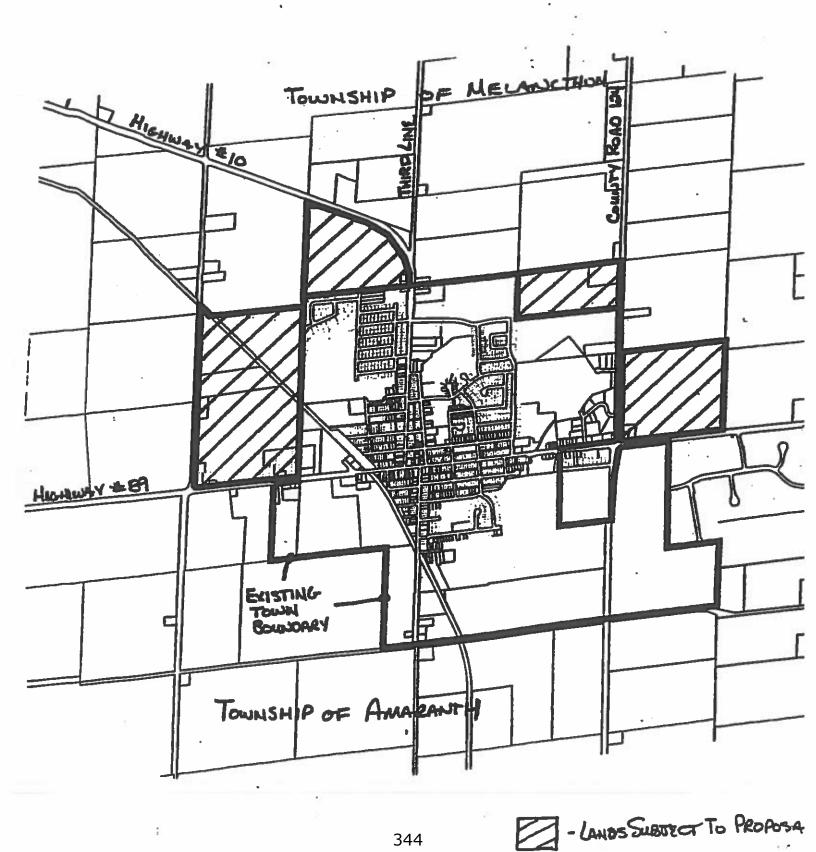
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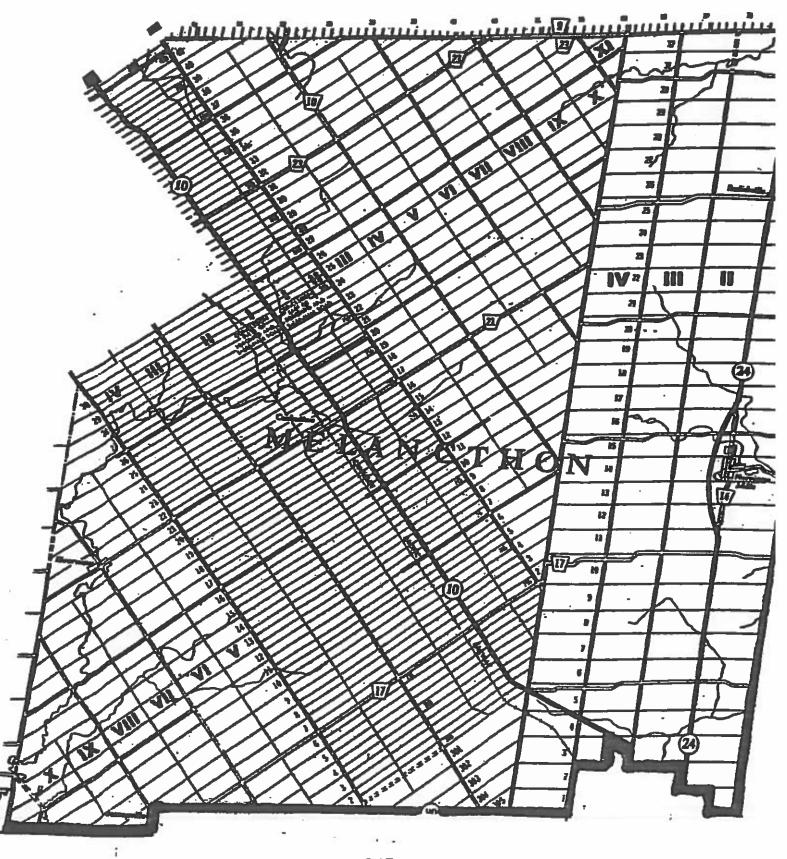
# Appendix B

# Corporation of the Town of Shelburne Boundary



# Appendix C

# Corporation of the Township of Melancthon Boundary



# Appendix D

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Certified Copies of Resolution in Support of Restructuring Proposal

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# **Resolution of the Town of Shelburne**

DATE: October 18, 2001

MOVED BY: Walter Benotto

SECONDED BY: Randy Chambers

Be it resolved that the Restructuring Proposal for the Corporation of the Town of Shelburne and the Township of Melancthon be amended as follows:

Page 3, Paragraph 1 – add at end - "which is estimated to be a 90/10 split Shelburne/Melancthon."

Page 3, Paragraph 2 – add at end – "to be adjusted annually based on the C.P.I. (Consumer Price Index) as of December 31 of each year."

And further that the Town of Shelburne now approves the restructuring proposal in its entirety.

Carried: J. Ed Crewson

Certified by: ánne A. Oatman, Town Clerk bu 19, 2001 Date:

TOWN OF SHELBURN.



**COUNCIL RESOLUTION** 

October 15, 2001 Date: Moved by: Seconded by:

Whereas Section 25.2(2) of the Municipal Act authorizes a municipality, or local body in a locality, to make a restructuring proposal to restructure municipalities;

Now therefore be it resolved that the Town of Shelburne supports the attached restructuring proposal in its entirety.

and

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Clerk of the 1. Joame A Corporation of the Town of Shelburne do hereby under my Hand and Seal of the Corporation. Certify this to be a true copy of Resolution of Shelburne Coural Dated this 16\_day of Otobu Signature

Recorded Vote Requested [] Yes [/]

I No

Yea

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Councillor Ken Bennington Councillor Tom Egan Deputy-Reeve Geoff Dunlop Councillor Walter Benotto Councillor A.J. Cavey Reeve Randy Chambers Mayor Ed Crewson Corporatio., of the lownship () meiunchion

Moved by	Bill-HIEL
Seconded by	Ber Kumprey

Date 0 CT. 18 year 200

Be it resolved that:

WHIFEAS SECTION 252(2) OF THE MUNICIPAL ACT AUTTERIZ MUNICIPALIEY OR LOCAL BODY IN A LOCALITY TO MAKE A RESTRUCTURISE PROPERL TO RESTRUCTURE MUNICIPALITIES; THEOREFCRE IT DI RUSCLORD THAT THE TOWNLY IP TREPART FRA SUPPORT THE ATTACHED RESTRUCTURING PUCPOSITL IN IT'S KATIONTY AND THE REAVE AND LUTRY BE AUTORIZK TO SIGN THE HERRIMENT HI HMANDED AND HERRED TO U THE TOWN OF SHELBURNE AAD TOWNSHIP BET. 18 2001

Reeve ..

I, Denise B. Holmes, Clerk of the Corporation of the Township of Melancthon do hereby certify that this is a true copy of a motion passed by the Council on the 18<sup>th</sup> day of October, 2001.

Dated this 19th day of October, 2001.

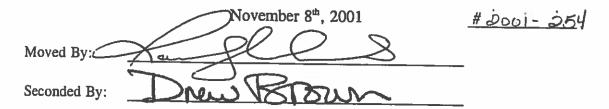
Denise B. Holmes, AMCT/

CORPORATION OF THE



COUNTY OF DUFFERIN

# **Dufferin County Council**



"WHEREAS Section 25.2(2) of the Municipal Act authorizes a municipality or local body in a locality, to make a restructuring proposal to restructure municipalities;

NOW THEREFORE BE IT RESOLVED, that the County of Dufferin supports the restructuring proposal for the Corporations of the Town of Shelburne, and the Township of Melancthon in its entirety in accordance with the attached proposal."

anied John E. halmon .

I. Em Hilock Lapul (Clerk of the Corporation of the County of Dufferin do hereby, under my Hand and Seal of the Corporation, Certify that this is a true copy ' of Motion No. 2001 754 passed in open Council on Nov 8/01 JCH- day of NOV. 2001 Dated this 5 LY County Clerk

### Appendix E

# Example of Boundary Road Capital Improvement Cost Sharing Plan

### SHELBURNE ANNEXATION

### BOUNDARY ROAD COST SHARING CONSIDERATIONS

The following are generalized calculations for Council's considerations with regard to forming a basis for an intermunicipal agreement on the sharing of capital costs on the boundary road in the Shelburne annexation proposal.

I.	Size of area to be annexed abutting the boundary road	200 <u>+</u> acres
2.	Assumed area to be developed residentially (75%)	150 <u>+</u> acres
3.	Approximate number of residences (at 5 units per acre)	
4.	Trips per day per residential unit (Institute of Traffic Engineers) .	10
5.	Trips per day from annexed area (750 x 10)	
6.	Trips per day on boundary road (assume 50/50 split)	
7.	Current trips per day on boundary road	
8.	Percentage distribution urban/rural trips	93.5/6.5
Ψ.	Totome a mereagon a service she to the service	

It is acknowledged that this analysis is comparing <u>current</u> rural trips with <u>future</u> trips from a fully developed urban area. However, in view of the restrictive planning policies in the rural area there is little likelihood of significant increase in rural generated trips on this boundary road. Also, a cost sharing arrangement based on, perhaps, a 90/10 Shelburne/Melancthon split would include a reasonable provision for some limited increase in rural generated traffic. It should also be noted that this very generalized analysis does not take into consideration the possibility of any future commercial or industrial uses being developed in this portion of the annexed lands.

Teny Jorden

G. W. Jorden, MCIP, RPP

## Township of Southgate

Administration Office

185667 Grey Road 9, RR 1 Dundalk, ON NOC 1B0 Phone: 519-923-2110 Toll Free: 1-888-560-6607 Fax: 519-923-9262 Web: www.southgate.ca

### Staff Report CAO2021-080

Title of Report: Kids-N-Us EarlyON Lease Agreement for space in the Dundalk Arena Auditorium Report

Department: Administration

**Council Date:** December 1, 2021

### **Council Recommendation:**

**Be it resolved that Council** receive Staff Report CAO2021-080 as information; and

**That** Council approve the Draft Kids-N-Us EarlyON-Southgate Lease Agreement for the leasing of space in Dundalk Arena Auditorium space on the second floor as a Community Services partner providing space for their program; and

**That** Council consider approving the final version of the Kids-N-Us EarlyON-Southgate Lease Agreement for the leasing of space in Dundalk Arena Auditorium space on the second floor by Southgate By-law at the December 15, 2021 meeting to authorize the Mayor and the Clerk to sign the agreement.

### **Background:**

The EarlyON Child program is for children 0 to 5 years of age and parent(s) that is free of charge and provides a place to receive assistance and development services. In the past Kids and Us staff have delivered their program in Dundalk out of the Library, and the Wesleyan and United Churches in Dundalk. The level of interest in the program and the population growth lead to the Kids-N-Us and Grey County Social Services (Children's Services) staff to realize this program needs to be delivered in Dundalk on a permanent basis. This was started by the pilot EarlyON Child and Family Centre in Dundalk being operated out of the Olde Town Hall which started on February 1st, 2018.

Grey County and Kids-N-Us later applied for a federal-provincial funding grant, with the application due January 19, 2018 for funding to retrofit an existing building by December 31, 2020, to create a permanent EarlyON Centre location in Dundalk. Southgate at the same time applied to the Federal Government for the Enabling Accessibility Fund to install an elevator lift in the arena. Both projects were approved for funding allocation to the Dundalk Arena and the Auditorium project was completed to upgrade the second floor and address accessibility issues.

Grey County Child Services through Kids-N-Us have the capability to pay \$400.00 per month for building rent. Souhtgate also has a funding agreement obligation to support them because the grant dollars we received for the Dundalk Auditorium.

### **Staff Comments:**

Staff recommends the renewal and approval of this amended lease agreement for the space in the Dundalk Arena Auditorium to Kids-N-Us EarlyON Childcare and Family Education program to serve the Dundalk community 5 days a week.

### Financial Impact or Long Term Implications

There is no financial impact to the municipality as a result of this report to the Township of Southgate 2022 budget. The Township will receive \$400.00 per month and this rent will be allocated to support the operating costs of the Dundalk Arena budget.

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

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

### **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-C (2019-2023):** The Dundalk arena auditorium will have had an elevator installed and the necessary renovations will have been completed, in order to accommodate the expanded Early-ON program and a wider variety of programming for youth, seniors, and newcomers to the community, and possibly a cafeteria.

### **Concluding Comments:**

- 1. Council receive this staff report as information.
- 2. Council approve the Draft Kids-N-Us EarlyON-Southgate Lease Agreement for the leasing of space in Dundalk Arena Auditorium space on the second floor as a Community Services partner providing space for their program
- Council consider approving the final version of the Kids-N-Us EarlyON-Southgate Lease Agreement for the leasing of space in Dundalk Arena Auditorium space on the second floor by Southgate By-law at the December 15, 2021 meeting to authorize the Mayor and the Clerk to sign the agreement.

Respectfully Submitted,

### **CAO approval:** Original Signed By

Kevin Green – Facilities Managerkgreen@southgate.ca519-374-3130

### **CAO approval:** <u>Original Signed By</u>

Dave Milliner – CAO <u>dmilliner@southgate.ca</u>

519-923-2110 x223

Attachment #1 – Kids and Us EarlyON Lease Agreement for Space in the Dundalk Arena Auditorium dated January 1, 2022 **THIS AGREEMENT** made in duplicate this 1st day of January 2022

#### **BETWEEN:**

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

Hereinafter called the "TOWNSHIP"

- and -

# KIDS AND US COMMUNITY CHILDCARE AND FAMILY EDUCATION CENTRES

Hereinafter called the "TENANT"

**WHEREAS** the Parties hereto are desirous of entering into this Lease Agreement whereby the TOWNSHIP agrees to provide space for the TENANT to deliver their services to the local community described as Dundalk & District Arena, Second Floor Auditorium, 550 Main Street East in Dundalk, Ontario;

**AND WHEREAS** the TENANT wishes to provide an EarlyON program as a free public service to support families with children from 0 to 6 years of age in the Dundalk Community and requires an accessible location for this purpose as a pilot program (the Venture);

**AND WHEREAS** on occasion some of the space is shared with an existing tenant from the west side of the building and the public access to washrooms, as shared spaces being the kitchen and washroom areas that may be in conflict and should be a consideration in the Tenant's service delivery and security planning;

**AND WHEREAS** the Parties hereto having mutually agreed to enter into the said Agreement upon certain terms and conditions hereinafter set out;

**NOW THEREFORE WITNESSETH** that in consideration of the mutual covenants herein and subject to the terms and conditions set out in this Agreement, and the sum of ONE DOLLAR (\$1.00) paid by each party to the other, the parties agree as follows:

- The TOWNSHIP as the landlord agrees that this agreement will allow the TENANT to use part of the building known as the Dundalk & District Arena, Second Floor Auditorium. 550 Main Street East in Dundalk Ontario.
- 2. The TENANT agrees to pay the cost of \$400.00 plus HST per month to the Township as a lease on the above noted property. Annually the monthly lease rate will be indexed based on the previous years Cost of Living Allowance increase.

- 3. The TOWNSHIP as the landlord agrees to be responsible for payment of the utilities costs, maintenance and repair costs of the building for the term of this agreement.
- 4. The TENANT agrees to be responsible for the maintenance and replacement cost of appliances and furnishings in the EarlyON dedicated space with the exclusion of the kitchen and other common space on the second floor of the building.
- 5. The TENANT agrees to responsible for the cleaning their utilized space being occupied for their use only.
- 6. The Township will be responsible for the general weekly cleaning of the common area washrooms and kitchen area used by the parties during the term of this agreement. The Township will also supply a stock of paper supplies for the common washrooms with the expectation that the Tenant(s) will be responsible to install based on consumption as needed.
- 7. The TOWNSHIP agrees to complete snow maintenance around the perimeter of their building entrance out to the sidewalk once per day.
- 8. The TENANT agrees to make minor modifications and updates within the leased office space and post required signage for their purposes. The TOWNSHIP agrees to allow the TENANT to post outside signage on the building subject to the TOWNSHIP's approval of the location, all at the TENANT'S expense.
- The term of this agreement for a period of five (5) years commencing January 1<sup>st</sup>, 2022 and ending December 31st, 2026 with the option by the parties to extend automatically without notice, renegotiate and renew the agreement.
- 10. This Agreement shall be automatically renewed for successive renewal Terms of two (2) years, unless sixty (60) days notice is provide by one of the parties.
- 11. The TENANT and the TOWNSHIP agrees that if TENANT gives to the other at least 60 days written notice prior to the end of the Term for any renewal period thereof, of its wish to negotiate a new Agreement, or if the Agreement is terminated with notice or a breach of provisions of this Agreement.
- 12. The TENANT agrees that maintenance of insurance coverage for loss of TENANT'S contents shall be the TENANT'S responsibility during the term of the lease, and the TOWNSHIP as the landlord agrees that maintenance of insurance covering building loss or damage shall be the TOWNSHIP'S responsibility during the term of the lease.

- 13. The TENANT shall indemnify and save harmless and the TOWNSHIP, its affiliates, agents, employees and clients from any and all losses, liabilities and claims arising out of the parties use of the space and property.
- 14. The TENANT at its expense, shall obtain and keep in force during the term of this Agreement, commercial general insurance with a limit of liability of not less than \$5,000,000/occurrence, naming the Corporation of the Township of Southgate as additional insured, shall provide evidence of annual Certificates of Insurance coverage and shall provide a minimum of 30 days prior notice of cancellation in writing to the TOWNSHIP.
- 15. Notices under this Agreement must be in writing and delivered to the parties at the following addresses:

For TENANT:	Kids & Us Community Childcare and Family Centre PO Box 51, 206 Toronto Street South Markdale, Ontario NOC 1H0 Contact Person: Michelle Knott Phone #: 519-986-3692 Email: <u>mknott@kidsandus.ca</u>
For the TOWNSHIP	Township of Southgate

For the TOWNSHIP: Township of Southgate 185667 Grey Road #9 – RR #1 Dundalk, ON NOC 1B0 Contact: Dave Milliner Phone #: 519-923-2110 Email: <u>dmilliner@southgate.ca</u>

Notice may also be delivered by facsimile, electronic mail or other electronic transmission if the sending party has written evidence that the notice was in fact delivered. Such evidence may include (without restricting the generality of the foregoing) a fax confirmation, an automated e-mail delivery receipt confirmation or a message sent by the receiving party confirming receipt of the notice.

- 16. All Parties agree that arbitration shall be used for dispute resolution by referring all matters in difference between the parties in relation to this Agreement referred to a single arbitrator agreed upon by the parties. The award and determination of this arbitrator is binding upon the parties and their respective heirs, executors, administrators, and assigns.
- 17. This Agreement is the entire agreement between the parties with respect to the Dundalk & District Arena, second floor auditorium, EarlyON Child and Family Centre Program as a community facility and service, and

replaces all prior written or verbal agreements, understandings, negotiations and/or discussions.

- *18.* Amendment of this Agreement can only be changed by a written document signed by the Parties.
- 19. Each of the clauses contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any clause will not affect the validity or enforceability of the other clauses in this Agreement.
- 20. This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract.
- 21. No party may assign this Agreement, or any interest in the Venture contemplated herein, without the other party's written consent, which consent may not be withheld unreasonably.
- 22. This Agreement shall ensure to the benefit of the parties' heirs, successors, estate trustees and permitted assigns.

**IN WITNESS WHEREOF** the Parties hereto have affixed their hands and seals as attested by their signing officers.

# KIDS AND US COMMUNITY CHILDCARE AND FAMILY EDUCATION CENTRES

Dated:	Per: Michelle Knott, Executive Director
Dated:	Per: Denise Blain, Financial Officer, We have authority to bind the Corporation.
THE CORPORATI	ON OF THE TOWNSHIP OF SOUTHGATE
Dated:	Per: John Woodbury - Mayor
	Per: Lindsey Green – Clerk We have authority to bind the Corporation

Page 4 of 4

### **Township of Southgate** Administration Office

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



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

### Staff Report HR2021-032

Title of Report:HR2021-032 - Deputy Fire Chief Job DescriptionUpdatesDepartment:Human ResourcesCouncil Date:December 1, 2021

### **Recommendation:**

**Be it resolved that** Council receive Staff Report HR2021-032 for information; and **That** Council approve job description updates presented for the Deputy Fire Chief.

### Background:

The following resolution was approved at the February 19, 2020 Council Meeting: **Moved By** Deputy Mayor Milne **Seconded By** Councillor Shipston

**Be it resolved that** Council receive Staff Report CAO2020-016 as information; and **That** Council approve the job description for the position of a Volunteer Deputy Fire Chief as presented following the Job Evaluation Committee review; and **That** Council approve the Job Evaluation Committee review of the job description of Volunteer Deputy Fire Chief to place the position in pay band 9 on the Southgate Employee Pay Grid; and

**That** Council direct staff to proceed with an internal job posting closing March 6, 2020 with appropriate advertising.

### **Staff Comments:**

The position of Volunteer Deputy Fire Chief was filled internally in 2020, however the person retired at the end of 2020. Since then, the position has been vacant. In 2022, the intention is to fill the position. Staff have reviewed the job description and propose the attached changes (Attachment #1) including making this a contract position. Reasons for a contract position and changes are to attract a candidate that has experience that can be shared with current staff and volunteers. Once the contract is completed, there may be internal candidates that will be ready for the position.

The intention of this position is to assist the Fire Chief with administrative tasks, supervisor and mentor current staff, act as the Fire Chief in the Chief's absence (on vacation, offsite, etc.). The contract will be for two days per week plus as required in the Fire Chief's absence.

Staff recommend there is no need for this job to be re-evaluated as the responsibilities have not changed.

### **Financial Implications:**

There are no financial impacts to the 2022 budget as this position has been approved and budgeted for in previous years. The increase in hours is offset by removing the stipend.

#### **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.

### **Concluding Comments:**

- 1. That Council receive this report as information.
- 2. That Council approve job description updates to Deputy Fire Chief.

Respectfully Submitted,

#### **Original Signed By**

Human Resources:

Kayla Best, HR Coordinator/ Assistant to the CAO

Dept. Head Approval: Original Signed By
Derek Malynyk

CAO Approval: Original Signed By Dave Milliner, CAO

### Attachments:

Attachment #1: Deputy Fire Chief updated job description.

#### **Township of Southgate**

Job Description

Date of Update: November 25, 2021 Southgate Part-Time Deputy Fire Chief - Contract
--

### **Section A: Position Description**

#### 1) **Position Identification**

The purpose of this section is to determine yo	ur current position within the organization.		
Name:	Supervisor's Name:		
	Derek Malynyk		
Job Title:	Supervisor's Job Title:		
Southgate Part-Time Deputy Fire	Southgate Fire Chief		
Chief			
Standard hours of work per week:	Eligibility to Group Insurance: No		
As required for emergency response,			
fire practices, meetings, training and vehicle	Eligibility to OMERS: No		
inspections			
16 hours per week. Additional time required			
from time to time to fill absences of Fire			
Chief.			
Location of Position:	Department/Division:		
Dundalk Fire Hall	Protection & Inspection		
Employment Status:	Pay Band: 9		
Contract Part-Time Employee			

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

- The Southgate Deputy Fire Chief is responsible for providing direction & oversight of the mobilized fire suppression and emergency operations of the department, as well as the effective management, training and leadership of Captains, Fire Prevention Officer and Volunteer Firefighter personnel.
- The Southgate Deputy Fire Chief is responsible for general administrative duties, incident reporting, vehicle & equipment maintenance & repairs for all apparatus for the Dundalk Fire Department.
- Acts as the Southgate Fire Chief in his or her absence, or as required or delegated.
- Other duties as assigned by the Fire Chief

Кеу	Tasks	Percent
Responsibilities		of Time
Program Delivery		
General Responsibilities	<ul> <li>Prepares and updates all OG (Operating Guidelines) for the Department in consultation with the Fire Chief, implementing those guidelines and ensuring they are continually followed.</li> <li>Acts when delegated by the Fire Chief as main Fire Investigation Officer in all fire investigations in the Township of Southgate that does not fall within the scope of the Ontario Fire Marshal and the Chief Emergency Management's directives and will notify the Office of the Ontario Fire Marshal and Emergency Management (OFMEM) about all incidents that fall within the scope of the above.</li> <li>Acts as the secondary contact to assist the Ontario Fire Marshall and Emergency Management office with any investigations as required by the Fire Chief.</li> <li>Perform all of the duties of an assistant to the Fire Marshall, as prescribed by the <i>Fire Protection and</i> <i>Prevention Act, 1997</i> (FPPA)</li> <li>Ensure that the departmental rules, regulations, and operating guidelines are current, inclusive, and implemented; maintain order and discipline within the department</li> <li>Demonstrate, promote, and instill professionalism in every aspect of the department's service delivery</li> </ul>	
Inspections & Enforcement	<ul> <li>Enforces the use of carbon monoxide and smoke alarms as mandated by the OFMEM under the Fire Code.</li> </ul>	
Planning	<ul> <li>Supports the creation and maintenance of the master fire plan to assist in mapping out the future of the fire department.</li> <li>Participates in a yearly township emergency plan 'mock' training exercise.</li> </ul>	
Meetings & Reports	<ul> <li>Attends and participates in Council and committee meetings as required.</li> <li>Attends Grey County Chiefs meetings in the absence of the Fire Chief</li> <li>Completes incident reports and all other administrative documents are completed and submitted in a timely manner, as required</li> </ul>	
Human Resources	<ul> <li>Supervises all senior officers and firefighters.</li> <li>Responsible for evaluating, discipline, motivating, training and developing all fire department staff in consultation with the Fire Chief.</li> <li>Ensures compliance with the Volunteer Firefighter Code of Ethics the Township has in place.</li> </ul>	

Key Responsibilities	Tasks		
Training	<ul> <li>Provide training and education to department staff relative to the features, characteristics, and functionality of fire protection systems and devices</li> <li>Assists in implementing a training program based on the Fire Marshal's training program</li> <li>Oversees aspects of the departments training requirements and ensures department personnel are trained to the core services as per the E &amp; R by-law.</li> <li>Participates in training plans and programs for the department to ensure an acceptable skill level in areas of emergency response, fire safety inspections &amp; enforcement, and public education programming, and to ensure compliance with health and safety requirements relative to staff training</li> <li>Attend meetings as required, and approved workshops, seminars, and conferences to maintain sound knowledge base and understanding of current and future issues impacting fire protection service delivery</li> </ul>		
Public Education	• Assists the Fire Chief and the Fire Prevention Officer as required in the area of developing and delivering Fire Public Education programs.		
Material & Information Resources	<ul> <li>Assist the Fire Chief with the procurement process_of all the equipment needed for the department through the operational and capital budget process in compliance Southgate's purchasing policies.</li> <li>Ensures all equipment is maintained and accounted for.</li> <li>Maintain records and files in accordance with the municipal records retention by-law</li> </ul>		
Financial Resources	<ul> <li>Approves time sheets and expense reports for volunteer firefighter members and verifies their accuracy before passing to the Fire Chief for processing.</li> <li>Works with the Fire Chief to prepare a detailed operating and capital budget for the Fire Department, which is submitted for approval to Council.</li> <li>Exercise sound expenditure control activities within the municipal procurement policies and procedures.</li> </ul>		

#### **Section B: Skills**

#### 1) Formal Education and External Training

.) Formai		anning	
Highe	st level required	Specif	ic Specialty or Degree? (List)
□ <b>X</b> □	High School Vocational School Community College - D University Degree Individual Courses	Piploma	Fire Department Management or equivalent management experience would be an asset
Licens	se or Professional Designation	• [	PA Training Requirements: NPFA 1021 Fire Officer I NFPA 1041 Fire Instructor I NFPA 1001 Firefighter I, II
Is it a courses/sem	requirement of your job to ke ninars? Yes	eep "up-to	o-date" by reading or taking
1. Attends so 2. Further ed	cussion: eminars/courses pertaining to ducation training in respect to ucation programs	• •	•

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

<b>Specific Internal Training</b> Must be familiar with regulations and related legislation	Term to Complete Immediately
Must have valid D level license with a Z airbrake endorsement.	Immediately
Must have training in the Incident Management System or approved experience working with IMS.	
Fire Inspection Training • NFPA 1031 Fire Inspector I	
Fire Officer Training • NFPA 1021 Fire Officer II	
<u>Additional Training Assets</u> Officer III & IV (OFM) Leadership_courses or other related Leadership Management courses	

3) Wo	rk Experience	
Experi	ence	Minimum Years Required
Fire De	partment	10 years fire suppression experience
Fire De	partment Officer (Captain)	10 years

#### 4) Other Key Skills

Personal Skills Must have organizational and leadership skills and an ability to apply technical and operational skills for the effective and efficient operation of the department.	<b>Specific Job Skills</b> Extensive practical knowledge of current firefighting, medical, and specialized rescue methods, techniques, and processes.
Ability to determine the need for change and the skill to successfully supervise and manage change through strong team	Knowledge of the design and operation of various fire protection devices and systems.
leadership and network /partnership building skills.	Current knowledge of applicable federal, provincial, and municipal legislation related
Excellent time management skills, ability to work independently, well-developed	to public fire protection and workplace health and safety.
analytical and critical-thinking skills to organize, manage and administer.	Must have thorough knowledge of the current fire codes.
Requires competent presentation skills and the ability to communicate operational information to non-technical people in order to present reports to various individuals or groups, including Council	Possess knowledge and skills in the safe operation of all types of Fire & Emergency Vehicles and equipment, safety and protective devices.
Strong conflict resolution, problem-solving, team-building and good customer service skills.	Sound knowledge of and demonstrated ability to interpret, apply, and enforce the Fire Code, relevant NFPA CSA ULc standards and the <i>Fire Protection and</i>
Computer literate with knowledge of software used.	Prevention Act, 1997.
Good communication and interpersonal skills	
Patience & Compassion	

#### 5) Key Relationships (Contacts)

Internal Contacts	Frequency	Purpose	Method
Co-workers (my dept.)	Daily or weekly	Training & or Fire & First Response Calls	In person
Co-workers (other dept.) Supervisor	Occasionally Weekly	Business & management issues	Phone, email or in person.
Supervisor (other dept.) Depart. Head (Fire Chief).	Occasionally Daily or weekly	Training & or Fire & First Response Calls	In person
Depart. Head (other dept.) Staff in other municipalities Ratepayers Suppliers	Occasionally Occasionally Occasionally Occasionally		
External Contacts	Frequency	Purpose	Method
General Public (Not residence) Business representatives Consultants, Engineers, Planners, etc. Auditors Solicitors Funding Organizations Government Officials Boards Council (your own) Council (other municipalities) Media Ratepayers Groups Children/Students	Occasionally Seldom Seldom Seldom Seldom Seldom Seldom Occasionally Seldom Seldom Seldom Seldom Seldom	Public Education, Inspection and First Response	
<u>Other: Specify Below</u> Fire Marshall's Office Police	Occasionally Occasionally		

#### Interpersonal skills:

Extending common courtesy; handling complaints, working cooperatively; responding to basic needs or requests; identifying needs; advising.

#### **Communications:**

Communication with the public occurs occasionally both in person and on the phone. Communication can often be negative in nature because of complaints and negative feedback from the general public. Regular communication occurs with internal and external contacts. Negotiating skills are used regularly to resolve matters harmoniously between many groups.

#### 6) Decision Making

The Deputy Fire Chief must be self-governing, making many decisions on his own, within the framework of the municipality's policies and procedures, the Fire Protection and Prevention Act and the Operational Guidelines of the Fire Department. Decisions must be made very quickly and involve interpreting and analyzing various factors. The Deputy Fire Chief is responsible to advise the Fire Chief on a regular basis of any major decisions made.

#### 7) Problem Solving Responsibilities

Analyze, evaluate and determine a solution based on the policies in place.

#### 8) Equipment & Technology Utilized

Computer, fax machine, photocopier and radio communications equipment. Working knowledge of fire suppression and emergency equipment.

#### **Section C: Responsibility**

#### 1) **Program Delivery**

Supports the delivery of Administration programs as outlined in the Program Delivery section of this job description under General Responsibilities sub-section.

Acts as a working Fire Chief for emergency response calls in the absence of the Fire Chief.

#### 2) Impact and Accountabilities

Responsible for the financial expenditures of donations made to the fire department and care, control and management of a bank account as a signing authority with the Fire Chief.

Operational errors result in public health and safety risks, increased likelihood of property loss, injuries, or fatalities, and additional costs, lost revenue, lost credibility and the public's faith in the Municipality's ability to provide adequate services.

Failure to comply with legislative requirements or to demonstrate due diligence may result in increased municipal exposure to liability and/or fines from government enforcement agencies.

#### 3) Supervision

Direct Subordinates – Job Titles	Number of Staff
Fire Prevention Officer	1
Captains	5

Indirect Subordinates – Job Titles	Number of Staff
N/A	
Total	
Provides training/instruction to others – Job Titles	Number of Staff
Volunteer Firefighters	<ul> <li>Up to 30 volunteer staff; and</li> <li>Recruit training volunteer staff</li> </ul>

#### 4) Material and Information Resources

- Maintain accurate information, data and records related staff and incident responses.
- Has access to private customer information and confidential employee records.

#### 5) Financial Resources

- This position has access to confidential financial information related to **staff payroll,** billing for fires and donations.
- Assist the Fire Chief with budget preparation and recommendations on equipment replacement.

#### **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			Х		
Standing			Х		
Noise Exposure				X	
Adverse Temperature			Х		
Pushing/Pulling			Х		
Lifting/Carrying			Х		
Dust		Х			
Odours		Х			
Other (Specify) Physical Aspects (Smoke)			Х		

#### 2) Health & Safety Hazards

#### **Physical Environment – physical surroundings & hazards**

#### (a) **Physical environments**

During emergency calls, the physical environment can be very hot or cold.

#### (b) Exposure to hazards During emergency calls, the physical environment has high potential to be hazardous and toxic. Driving conditions may be hazardous during winter months.

#### (c) Risk of injury

During emergency calls, chance of injury is medium risk.

#### Health and Safety Responsibilities

Responsible for performing duties in a Health and Safety conscious manner.

#### 3) Travel

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

#### 4) Driving

- Use of personal vehicle for travel to emergency calls and training courses.

#### 5) Mental Environment

#### Contact with Public

Contacts from the public occurs during fire prevention and public education. Complaints and negative feedback are received and must be managed appropriately.

#### On Call

Emergency calls may be received at any time during the day or night. Hours of work can often be unpredictable and hours will be required to be flexed in order to meet the demands of the job. The Deputy Fire Chief is on call at all times in the absence of the Fire Chief unless covered by a Captain.

#### Deadlines

Deadlines for incident reports

#### **Section E: Effort**

#### 1) Mental Effort

Concentration is required when preparing detailed reports.

#### 2) Physical Effort

Must have good stamina to be able to conduct activities that require effort, such as occasional lifting, twisting, bending, climbing ladders and being elevated to high heights during incidents.

There is regular driving between locations and to emergency calls.

#### **Section F: Additional Information**

- Respond to emergency scenes when required and assume command of emergency situations when necessary, in the absence of the Fire Chief.
- Other duties as assigned

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 reviewe	d this job description w	ith the employee and make the following comments.
Job Position:		Date Completed:
	Signature	
Supervisor:		Date Completed:
	Signature	
CAO:		Data Completed
	Signature	Date Completed:

**Township of Southgate** Administration Office

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



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

#### Staff Report HR2021-031

Title of Report:HR2021-031-Administrative,Finance& By-LawAssistant Approval for 2022Department:Human ResourcesCouncil Date:December 1, 2021

#### **Recommendation:**

**Be it resolved that** Council receive Staff Report HR2021-031 for information; and **That** Council receive the presentation as included in the report from the HR Coordinator; and

**That** Council approve adding the Administrative, Finance & By-Law Assistant in the 2022 budget; and

**That** Council approve changes to the Finance Assistant – Revenues job description; and

**That** Council approve the changes to the Building & By-Law Administrative Assistant job description.

#### Background:

The following resolution was approved at the November 17, 2021 Council Meeting: **Moved By** Councillor Frew **Seconded By** Councillor Sherson

**Be it resolved that** Council receive Staff Report HR2021-030 for information; and **That** Council approve the job description for the Administrative, Finance and By-Law Assistant; 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. Carried No. 2021-676

#### Staff Comments:

An Administrative Support contract position has been in place since May 2021. This position's duties are live answer of phone calls, front counter customer service and assisting other departments where required. This position's contract was extended until December 31, 2021. During the contract period it was identified that additional staff hours are required in the finance department (accounts receivable) and in the by-law department (administration to provide timely notices).

Due to timing of the budget process, we must decide the status of the position prior to the budget being finalized in order to ensure there are no gaps in service between December 31, 2021 and the budget approval date.

Page 1 of 4

#### Finance Assistant – Revenues (existing position):

The current position of Finance Assistant – Revenues and is responsible for:

- Utility billings (water/wastewater)
- Account setups and transfers
- Facility bookings and receivables
- Dog tag administration and receivables
- General receivables and cash receipts
- Support for taxation and customer service

This position is currently charged across multiple departments as follows:

- 35% to Water department for billing, water meter management, AR collection and administration
- 35% Wastewater for the same a water
- 10% Recreation facility bookings, invoicing and administration
- 5% Canine for dog tags and invoicing
- 15% Finance for finance billings and accounts receivable collection

With 492 new homes in Southgate, majority being in Dundalk in the last 3 years and the increase in property transfers that occur, the utility billing tasks have outgrown the capacity for one person to maintain in addition to other finance tasks.

The Finance Assistant – Revenues position with the proposed changes would be responsible for the following:

- 40% Water
- 40% Wastewater
- 20% Finance.

With the increase in revenues and increase in growth, comes an increase in the volume of work. Proposed changes to the Finance Assistant – Revenues job description are attached as Attachment #2.

#### Building & By-Law Administrative Support:

Currently this is an existing job with by-law administration tasks under the Building & By-Law Administrative Assistant position. With the building department's steady increase in demand and legislated timelines to follow to issue permits, this position has not had the required time to dedicate to administration of by-law related complaints and tracking. In addition to the Building department increases, there has also been an increase in By-Law complaints over the past few years as previously reported by the CAO. The Administrative Support contract position has been trained on these tasks and currently is supporting By-law administration.

The Building & By-Law Administrative Assistant position's wages are currently being billed 30% to By-Law and 70% to Building. With the creation of a fulltime Administrative, Finance & By-Law Assistant position, the current Building Administration position will be charged 100% to the Building department and the job title renamed to Building Administrative Support.

Proposed changes to the Building & By-Law Administrative Assistant job description are attached as Attachment #3.

#### Administrative Support (contract position) change to new Administrative, Finance & By-Law Assistant position

The new Administrative, Finance & By-Law Assistant's wages will be supported by existing budget to cover 30% of this position from By-Law Enforcement. This is necessary because of the increase in demand for By-law services in 2021.

The concerns for customer service and feedback from ratepayers, Council and staff resulted in turning our phone system being answered directly by staff as opposed to using an auto-attendant system. This resulted in better customer service for anyone calling into the office. The contracted Administrative Support position is currently the primary person to answer calls into the office and answer any general questions and inquiries in order to get people the answers they are looking for immediately or redirecting to the correct person. In addition to answering calls, emails and in-person inquiries at the front counter, this position also provides to managers in the office for day to day support, as well as special projects.

The new Administrative, Finance & By-Law Assistant is proposed to be responsible for the following:

- 30% By-law Enforcement Administration
- 30% Customer service phones and front counter
- 20% Finance Assistant Non-utility revenue billing tasks
- 10% Recreation facilities
- 10% Canine

#### Financial Implications:

The financial impact of adding the new Administrative, Finance & By-Law Assistant as fulltime position to the 2022 budget is as follows:

NET Wage & Benefit Impact:	\$33,118
Wages & Benefits: Wages & Benefits for By-law budget: Wages & Benefits from Water user fees:	\$59,027 -\$19,631 -\$ 6,278

#### **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 4 - Adequate and Efficient Public Facilities**

The residents and businesses of Southqate 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.

**4-A** – The Township will have identified the growth-related impacts on municipal facilities, and will have designed solutions to expand its facilities, or develop new facilities, as required.

#### Goal 5 - Upgrading our "Hard Services"

The residents and businesses of Southqate 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 adding the position of Administrative, Finance & By-Law Assistant to the 2022 operating budget.
- 3. That Council review and approve job description updates to current Finance Assistant – Revenues and Building & By-Law Administrative Assistant.

Respectfully Submitted,

#### **Original Signed By**

Human Resources:

Kayla Best, HR Coordinator/ Assistant to the CAO

Dept. Head Approval: Original Signed By

Bev Fisher, CBO

**Original Signed By** 

Dept. Head Approval:

William Gott, Treasurer

Original Signed By CAO Approval:

Dave Milliner, CAO

#### Attachments:

Attachment #1: Southgate Staff Presentation

Attachment #2: Finance Assistant – Revenues updated job description.

Attachment #3: Building & By-Law Administrative Assistant updated job description.

Attachment #4: Administrative, Finance & By-Law Assistant job description.

# Southgate Staff

Review of Staff, Growth, Demand and the future...

## Southgate New Taxation Growth History

Year	Tax %	Growth	Growth %
	Increase	Tax \$	Total Taxes
2018	1.84%	\$215k	3.79%
2019	4.65%	\$145k	2.40%
2020	4.00%	\$285k	4.28%
2021	1.50%	\$267k	3.51%
4 Year	Total	\$912k	
4 Year	Average	\$228k	3.50%

**Note:** This is only new growth and not impacted by increases in assessments.

## Southgate's Growth -Recent History

New Single Family Dwellings:

- ▶ 2019: 112
- 2020: 170
- 2021: 163 (to date)
- 2021 Estimated: 210

- Total over last 3 years: 492 new homes in Southgate with majority of those being in Dundalk plus Flato Edgewood Suits which consists of 80 units.
- Average over the 3 years is 164 new homes.
- These are permanent homes and new residents.

## Dundalk Projected Growth

### **Residential Development**

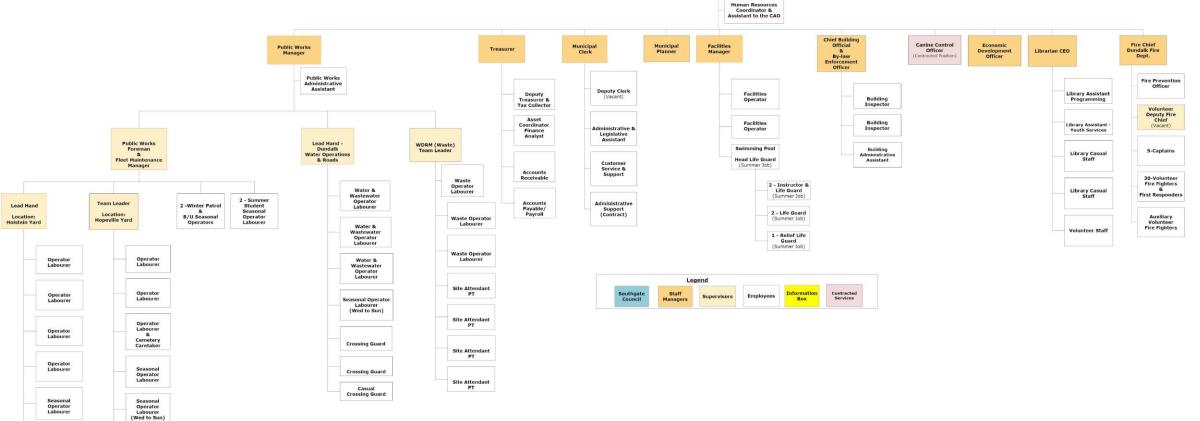
Year	<b>Residential Development</b>	Res Units	<b>Population</b> (2.5 /unit)
2021	Building Permits issued YTD Flato North Phase 6 Flato Glenelg Phase 1 <b>2021 Total</b>	95 units 20 units 90 units <b>210 units</b>	525
2022	Flato East Phase 7, 8 & 10 Flato Glenelg Phase 1 White Rose Phase 3 <b>2022 Total</b>	90 units 93 units 30 units <b>213 units</b>	532
2023	Flato East Phase 9	47 units 227 units 30 units <b>304 units</b>	760
2024	Flato Glenelg Phase II White Rose Phase 3 <b>2024 Total</b>	152 units 41 units <b>193 units</b>	482
2025	Flato Ida Street Apartments Flato Eco Park <b>2025 Total</b>	250 units 75 units <b>325 units</b>	812
	5 Year Total	1,245 units	3,111
	5 Year Average	e 249 <sup>9</sup> units	622

# Staffing

Southgate Staffing						
Departments	2018	2019	2020	2021	2022 Proposed	Notes
•						2020: HR/CAO Asst Added
Administration (CAO, HR)	1	1	2	2	2.3	2022: 0.3 admin (Fin/By-Law,Admin) addition
EDO	0.7	0.7	0	1	. 1	No EDO in 2020, then added back as FTE in 2021
						2018-2019: 2 inspectors at 0.3 each, 1 admin at 0.1
						2020: admin increased to 0.3
						2021: part time admin, 3 part time inspectors
By-Law	0.7	0.7	0.9	1.2	1.5	2022: 1 FTE, 0.3 admin, 0.2 CBO
						2018-2019: 0.7 AR to water/wastewater
						2020 lost 0.5 admin, gained 1 fte asset coordinator
Finance	3.8	3.8	4.3	4.3		2022: 0.4 admin addition. 0.1 admin to water/wastewater
Clerks	3	3	3	2.5		2021: 0.5 Clerks to Planning
Planning	1	1	1	1.5		2021: 0.5 Clerks to Planning
Public Works - Admin	1.3	1.3	1.3	1.3	1.3	PW Admin & Manager 0.65 each (0.35 water/wastewater)
						2018: Cemetery/Lab added, 9 FTE, 3 Seasonal
						2021: FTE Brusher added, 3 seasonal added Wed-Sun
						2022: FTE operator/labourer
Public Works - Roads	11.7	11.7	11.7	14.2	15.2	4 FTE, 30% roads (rest water/wastewater)
						2018-2020: 3 FTE, 4 PT
Public Works - Waste	5	5	5	6	6	2021: WRDM Team Leader added
Recreation	3	3	3	3	3	
						2020: FPO and PT Deputy Chief added
Fire	1.5	1	2.5	2		2022: PT Deputy Fire Chief added back on from 2020
Library	2.5	3	3	3	4	2022: Digital Services FTE
Total Full Time Equivalent (FTE) Head Count	35.2	35.2	37.7	42	45.4	
Annual Staffing additions		0	2.5	4.3	3.4	
Cost of Employee Additions		\$-	\$ 151,740	\$ 259,878	\$ 196,724	Wages & Benefits
Annual Tax Growth in Dollars	\$ 215,000	\$ 145,000	\$ 285,000	\$ 267,000	\$ 213,000	2022 Projected Tax Increase
Increased Tax Dollars for Department Use		\$ 145,000	\$ 133,260	\$ 7,122	\$ 16,276	
Non Tay Bayanya Supported Jobs						
Non-Tax Revenue Supported Jobs	1.0	1.0				Presente De Loui from Dellifore for estado en el 2 increastere - 2 4 020
Building	1.8	1.8		2.8		Remove By-Law from Building for admin and 2 inspectors, 0.1 CBO
Water & Wastewater	4.2	4.2	4.2	4.2	4.3	2 PW Admin @ 35%, 1 Fin admin @ 70%, 4 PW Dundalk at 70%
Township of Southgate Employee FTEs	41.2	41.2	44	49	53.5	
NOT INCLUDED: Summer Students, Casual, Contra	act					
tor included, Summer Students, Casual, Contra				380		

Township of Southgate Organizational Chart November 2021





Seasonal Operator Labourer

(Wed to Sun)

Casual Seasonal Operator Casual Seasonal

Operator

381

## How does Growth Impact Operations?

### For each new home in Southgate increases Administration & Services

- Tax bills/statements to be administered.
- Residents calling with inquiries.
- Waste Carts inquiries, to be administered in the system, billed and picked up.
- Recreation and facility uses.
- Use of the Library and its programs.
- Increased By-law complaints.
- Increased policing and fire services used.

### For each new home in Dundalk, comes:

- Another water account to setup and billed.
- Another water meter to install, monitor and maintain.
- More water and wastewater inquiries and administration.

## Tax Impacted Positions added in 2020

### **By-Law Admin**

• 0.2 By-Law administrator added due to position becoming full time building/by-law (removed finance)

### Full Time Asset Coordinator & Financial Analyst

- Due to Asset Management legislation
- Relieved tasks from Deputy Treasurer & Treasurer (budget help)
- Nets to 0.5 addition due to loss of 0.5 Building & Finance Admin

### Full Time Fire Prevention Officer

- Assists fire chief with administrative tasks.
- Public education and training tasks.
- Need for fire safety inspections.

### Full Time HR & Assistant to CAO

 Relieved tasks and responsibilities from CAO, Deputy Treasurer, Payroll, PW Admin (Health & Safety) and took on new tasks such IT and additional Human Resources

### Volunteer Deputy Fire Chief

- Assists fire chief with administrative tasks.
- Acts as Fire Chief in his absence.

## Total Tax Impact of All 2020 Proposed Positions

Position	Gross Budget	Offset by Shifting to User Fee / Loss of Position	NET TAX IMPACT	Job Increase/ Decrease
By-Law Admin	\$12,114			+0.2
Full Time Asset Coordinator & Financial Analyst	\$68,560			+1.0
Full Time Fire Prevention Officer	\$68,560			+1.0
Full Time HR Coordinator & Asst to CAO	\$68,560			+1.0
Volunteer Deputy Fire Chief	\$23,221			+0.5
EDO		(\$61,318)		-0.7
Finance Assistant		(\$27,955)		-0.5
TOTAL	\$241,015	(\$89,273) <sup>384</sup>	\$151,742	2.5

## Tax Impacted Positions added in 2021

### **By-Law**

• Part time added due to hiring of building inspector hire.

## Full Time EDO

• Was previously 25 hours per week (0.7), added additional 0.3 to accommodate increased Economic Development activity.

## Full Time Operator/Labourer

• To run brusher year round and full time

### Full Time WRDM Team Leader

• To supervise Waste department staff and operations.

## Seasonal Operator/Labourers (3)

- Required for snow removal
- Lessened overtime hours during winter operations by using a Wednesday to Sunday shift

## Total Tax Impact of All 2021 Proposed Position.

Position	Gross Budget	Offset by Shifting to User Fee	NET TAX IMPACT	Job Increase/ Decrease
By-Law	\$17,955		\$17,955	+0.3
Full Time EDO	\$75,013		\$75,013	+1.0
Full Time Operator/Labourer	\$69,862	-	\$69,862	+1.0
Full Time WRDM Team Leader	\$62,550		\$62,550	+1.0
Seasonal Operator/Labourer (3)	\$57,720		\$57,720	+1.5
Deputy Fire Chief		(\$23,221)		-0.5
TOTAL	\$283,10 0	(\$23,221)	<b>\$259,879</b> 386	4.3

Proposed Tax Impacted Positions for 2022 Budget Consideration

## Administrative, Finance & By-Law Assistant

- During 2021 Administrative Support Contract position assisted where needed.
- Additional help is needed in the following areas:
  - Accounts Receivable (Facilities, Canine, General Receivables)
  - By-Law Administration (Receiving, tracking complaints)
  - Customer Service (answering calls live opposed to auto-attendant, tracking incoming calls)
- Tax Impact
  - ► Wages & Benefits for position \$59,027
  - Tax wages/benefits removed from Accounts receivable to Water: \$6,278 (10% moved to Water/Wastewater)
  - Tax wages/benefits removed from Building Admin to Building: \$19,631 (30% moved to Building)
  - ▶ NET FINANCIAL IMPACT TO TAXES: \$33,118

## Assistant Librarian & Digital Services

- Reasons for need:
  - Increase in demand for technology assistance within the library (from patrons) and online presence
  - Maintain and develop library databases
  - Develop a technology plan for the library
  - Manage and enhance the Imagination Stations
  - Provide programming and outreach regarding library technology and digital spaces. Virtual programming will continue to be a regular part of library service.
    - Develop seniors technology training
    - Increase kids and youth STEAM programs including coding and robotics (Science, Technology, Engineering, Arts, and Math)
  - Librarian CEO backup.
- Tax Impact
  - ▶ Wages & Benefits for position: \$57,707

## **By-Law Enforcement Officer**

- Reasons for need:
  - Increase in by-laws and by-law complaints.
  - Building Department's legislated timelines take priority over by-law.
  - Will assist canine, fire department, planning (zoning compliance), public works (parking violations and waste dumping).
- Tax Impact
  - ▶ Wages & Benefits for position: \$77,815
  - Tax wages removed from 2 Building Inspector wages and 10% CBO and moved to Building budget: (\$68,303)
  - ▶ NET TAX IMPACT: \$9,512

## **Operator / Labourer**

- Reasons for Need:
  - Addition of Operator/Labourer in Dundalk to assist with the increase in local infrastructure.
  - PW Water has been increasing with the growth including more water valves to exercise yearly, hydrants to flush, maintenance programs, etc.
  - Locating has increased 48% from 2020; mainly in Dundalk.
  - Second sidewalk machine added to Dundalk last year which needs an operator.
  - During 2021, a staff member returned from leave and proved there is a need for this additional staff in Dundalk permanently.
- ► Tax Impact:
  - ▶ Wages & Benefits: \$65,952

Total Tax Ir	npact	of All 20	022 Pro	posed	Positior
Position	Gross Budget	Offset by Shifting to User Fee	NET TAX IMPACT	Job Increase /Decrease	Blended Tax Rate
Full Time Administrative, Finance & By-Law Assistant	\$59,027	(\$25,909)	\$33,118	+0.6	0.25%
Full Time Assistant Librarian & Digital Services	\$57,707	\$0	\$57,707	+1.0	0.45%
Full Time By-Law Enforcement Officer	\$77,815	(\$68,303)	\$9,512	+0.3	0.7%
Full Time Operator/Laboure r	\$65,952		\$65,952	+1	0.5%
Deputy Fire Chief (0.5)	\$30,437		\$30,437	+0.5	0.23%
TOTAL	\$290,938	(\$94,212)	<b>\$196,726</b> 392	+3.4	1.5%

Projected Tax Increase for 2022 due to 2021 growth: \$213,000

#### Township of Southgate JOB DESCRIPTION

Date of Update: December 1, 2021

**Finance Assistant – Revenues** 

#### **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	
Job Title:	Supervisor's Job Title:	
Finance Assistant - Revenues	Treasurer	
Standard hours of work per week:	Eligibility to Group Insurance: Yes	
35 hours per week	Eligibility to OMERS: Yes	
Location of Position:	Department / Division:	
Hopeville Administration Office	Finance	
Employment Status:	Pay Band:	
Permanent Full Time Salaried	12	

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

Responsible for processing wastewater/water billings and miscellaneous invoices for thirdparty billings from all departments.

Share in the responsibility for front counter/reception duties, answering phones, taking payments and tax collections.

Handle requests and process contracts for rentals of all municipal facilities.

Responsibilities		of Time
Utility Receivables	<ul> <li>Process, print and mail wastewater/water billings (bi-monthly), past due notices and collections (as needed).</li> </ul>	65%
	<ul> <li>Update customer records regarding relocations and/or property sales and arrange meter readings to issue final bills.</li> </ul>	
	- Provide water certificates as requested by solicitors.	
	<ul> <li>Maintain wastewater and water billing ledger, journal, customer history, etc.</li> </ul>	
	- Setup all new wastewater/water accounts	
	<ul> <li>Records the transfer of eligible uncollected utility, animal, and miscellaneous receivables to tax roll</li> </ul>	
Solid Waste	<ul> <li>Maintain waste cart database when new serial numbers are assigned.</li> </ul>	5%
	<ul> <li>Issue invoices for waste carts and annual tipping fees.</li> </ul>	
	<ul> <li>Issue Waste Landfill/Transfer Station invoices as required with follow up to include past due notices and collection of outstanding accounts.</li> </ul>	
Animal Licensing	Order license tags	<mark>x%</mark>
	<ul> <li>— Issue invoices and follow-up to include past due notices and collection of outstanding accounts.</li> </ul>	
	<ul> <li>Balance all receivables to sub-ledgers (monthly).</li> </ul>	
Miscellaneous Accounts Receivable	<ul> <li>Issue invoices for epartments third party billings from all departments with follow-up to include past due notices and collection of outstanding accounts.</li> </ul>	10%
	<ul> <li>Process miscellaneous receivables for public works including entrance and civic address permits.</li> </ul>	
	- Balance all receivables to sub-ledgers (monthly).	
Taxation	<ul> <li>Provide administrative support for taxation matters (i.e. customer inquiries, sending tax bills/notices, etc)</li> </ul>	<del>×%</del>
Cash Daasista		100/
Cash Receipts	— Process/record EFT receipts (daily) [except Mortgage companies] Despensible for taking novments and tax collections	<mark>10%</mark>
	<ul> <li>Responsible for taking payments and tax collections at Front Counter.</li> </ul>	
	<ul> <li>Assist in balancing cash deposit to register (at least weekly)</li> </ul>	
	<ul> <li>Create and send Utility Receivable PAP files to bank (monthly)</li> </ul>	
	<ul> <li>Backup to other cash receipts not listed in this job description.</li> </ul>	

Facility Scheduling	<ul> <li>Receive bookings and issue contracts for rentals of municipal facilities</li> <li>Issue invoices for use of municipal facilities</li> </ul>	<mark>⊁%</mark>
Other	<ul> <li>Controls and reconciles petty cash</li> <li>Share in the responsibility for front counter/reception duties, answering phones, etc.</li> <li>Backup Support for other receivables not listed in this job description.</li> </ul>	10%
	<ul> <li>Represent the Municipality when performing day-to- day duties (i.e. contact with public).</li> <li>Performs all other duties as assigned by Supervisor.</li> </ul>	

### Section B: Skills

#### **1)** Formal Education and External Training

High	nest level required	Specific Specialty or Degree? (List)				
	High School					
	Vocational School					
х	Community College	2 year Community College Diploma in Business Administration or equivalent work experience of 5 years is preferred.				
□ X	University Degree					
	License or Professional Designation Not required					
	Is it a requirement of your job to keep "up-to-date" by reading or taking courses / seminars?					
	x Yes 🗆 No					
Discuss: May attend courses/seminars on an as-needed basis.						

#### 2) Required on the Job Training

Specific Internal Training	Months to Complete	
Keystone User Group Meetings/Training Courses.	Twice annually	
Neptune	As required/offered	

#### 3) Work Experience

Experience	Minimum Years Required
Computer experience	2 years
<ul> <li>Accounting experience</li> </ul>	2 years
Cash handling	2 years
<ul> <li>Dealing with the public</li> </ul>	2 years

- 4) Other Key Skills:
  Good organizational skills
  Good communication and interpersonal skills
  - Good computer and software application skills
  - Good mathematical skills •

#### Key Relationships (Contacts) 5)

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, Utility billing software, Microsoft products.

#### **Section C: Responsibility**

#### 1) Program Delivery

Supports the delivery of administration and financial programs.

#### 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					Х
Standing		Х			
Noise Exposure		Х			
Adverse Temperature	х				
Pushing/Pulling	Х				
Lifting/Carrying		Х			
Dust	Х				
Odors	Х				
Other (Specify) Physical Aspects					

#### 2) Health & Safety Hazards

Minimal hazards, office environment

#### Health and Safety Responsibilities

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

#### 3) Travel

Travel to seminars to occur occasionally.

#### 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

CAO:

Signature

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

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

#### **TOWNSHIP OF SOUTHGATE**

#### JOB DESCRIPTION

Date of Update: December 1, 2021

**Building Administrative Assistant** 

### **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:			
	Bev Fisher			
Job Title:	Supervisor's Job Title:			
Building Administrative Assistant	СВО			
Standard hours of work per week: 35 hours per week	Eligibility to Group Insurance: Yes			
	Eligibility to OMERS: Yes			
Location of Position:	Department/Division:			
Southgate Office	Administration			
Employment Status: Full Time Salaried Position	Pay Band: 12			

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

Responsible for the performing administrative duties in the Southgate Municipal office location providing customer service, scheduling of daily inspections, taking payments, front counter customer inquiries, monthly reporting, as well as receiving and processing building permit applications in accordance with the Building Code Act, Ontario Building Code and applicable municipal by-laws, policies and procedures.

Other responsibilities of the Building Administrative Assistant will be to support general administrative responsibilities related to tracking, documenting and reporting on By-law Enforcement complaints related to Building, Property Standards, Noise, Zoning, Fire, Canine Control, etc. compliance. These administrative duties will include 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 Officers.

Under the direction of the Chief Building Official (CBO) performing building and by law enforcement administration, reporting and other duties assigned by the Chief Building Official.

Work Hours: 8:30 am to 4:00 pm

Кеу	Tasks	Percent
Responsibilities		of Time

Administrative	- Provide administrative and clerical support to the CBO,	<del>30%</del>
Administrative	administrative support to the Building department and property standards.	15%
	<ul> <li>Represents Southgate when performing day-to-day duties through front counter contact with the public.</li> <li>Provides general reception duties including answering phones, greeting customers, accepting payments,</li> </ul>	
	providing information related to building and by-law Enforcement responsibilities or redirecting other inquiries to appropriate staff in a backup relief role.	
	<ul> <li>Data entry, word processing, correspondence, processing of mail, and filing</li> <li><u>Correspondence for other departments as required.</u></li> </ul>	
	- Complete research on a variety of topics as requested by CBO.	
	<ul> <li>Performs all other duties and projects as assigned by Supervisor.</li> <li>Be responsible to work in compliance with the Occupational</li> </ul>	
	- Be responsible to work in compliance with the Occupational Health and Safety Act and Regulations, municipal health and safety and workplace violence policy and procedures as well as industry guidelines.	
	<ul> <li>Knowledge of zoning, planning and other related by-laws as well as legislation as they apply to the municipality.</li> <li>Basic knowledge of Building Code Act and the Ontario Building Code.</li> </ul>	
	<ul> <li>Basic knowledge of WHMIS, and the Municipal Freedom of Information and Protection of Privacy Act</li> </ul>	
Building Department specific duties	<ul> <li>Processes Building permits with initial screening for being complete prior to CBO review.</li> </ul>	<del>60%</del>
	<ul> <li>Co-ordinate and review records management function for filing of Building permits and related documents.</li> <li>Receiving and scheduling of building inspections.</li> <li>Receives payments for and issues approved Building Permits when signed off by the CBO.</li> </ul>	85%
	<ul> <li>Inputting of building permits electronically into the permitting software.</li> </ul>	
	<ul> <li>Inputting, maintaining, and assessing databases and files related to building permits.</li> <li>Scheduling, monitoring, and confirming appointments and</li> </ul>	
	<ul> <li>meetings, and preparing travel arrangements and itineraries for building department staff.</li> <li>Provides monthly building reporting statistics related to</li> </ul>	
	permits issued, fees collected, development charges received, new construction value, assessment/taxation growth, inspections completed by type, productivity reporting, files closed, etc.	
By-law Enforcement		
Department specific duties	<ul> <li>for the following department responsibilities:</li> <li>Administrative responsibilities related to tracking, documenting and reporting on By-law Enforcement complaints.</li> </ul>	<del>10%</del>
	<ul> <li>Maintaining files, managing compliance deadlines, scheduling investigation visits, issuing of warning letters, orders to comply and court summons under the</li> </ul>	
	direction of the By-law Enforcement Officers.	

#### **SECTION B: SKILLS**

#### **1)** Formal Education and External Training

.) Forma	i Education and Externa	i irair	ning
Highe	est level required		Specific Specialty or Degree? (List)
X	High School Vocational School	-	Diploma
X	Community College	-	College diploma in Business Administration would be an asset.
	University Degree Individual Courses		
Licen	se or Professional Designat	ion	
Is it a courses/ser		o keep	"up-to-date" by reading or taking
			Yes – Municipal By-laws
			Building
			<ul> <li>Property Standards</li> </ul>
			• <del>Noise</del>
			Zoning
			• Fire
			• <u>Canine</u>
Municipal Ad Human Reso Other Trainir	ISS: Attends seminars/course AMCTO courses on: ministration Program urces and Municipal Law ng recommended: & Management training	s perta	ining to job skills as required.

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

Municipal Affairs and Housing
-------------------------------

#### 3) Work Experience

Γ	Experience	Minimum Years Required
	Computer (Word, Excel, etc.)	2 years of experience or equivalent education

#### 4) Other Key Skills

#### **Computer skills**

Good organizational skills Good communication and interpersonal skills Patience Compassion Records Management

#### 5) Key Relationships (Contacts)

Internal Contacts	Frequency	Purpose	Method
Co-workers (my dept.)	Daily	Support management staff	In person,
Co-workers (other dept.)	Daily		via phone
Supervisor (my dept.)	Daily		or e-mail
Supervisor (other dept.)	Occasionally		
Depart. Head (my dept).	Daily		
Depart. Head (other dept.)	Occasionally		
Staff in other municipalities	Occasionally		
CAO	Occasionally		
Ratepayers	Frequently		
Children/Students	N/A		
Seniors	Frequently		
Supplier	Seldom		
External Contacts	Frequency	Purpose	Method
General Public (Not	Occasionally		
residence)			
Business representatives	Seldom		
Consultants, Engineers,	Occasionally		
Planners, etc.			
Auditors	Seldom		
Solicitors	Seldom		
Funding Organizations	N/A		
Government Officials	Seldom		
Boards	Seldom		
Council (your own)	Seldom		
Council (other	Seldom		
municipalities)			
Media	Seldom		
Ratepayers Groups	Seldom		
Other: Specify Below			
Interpersonal skills:			

Extending common courtesy; handling complaints, working cooperatively; responding to basic needs or requests; identifying needs; advising.

#### 6) Decision Making

Works with detailed, complex and sensitive materials and must exercise considerable judgment, diplomacy and human relation skills in dealing with problems relating to day-to-day operations.

#### 7) Problem Solving Responsibilities

Analyze, evaluate and determine a solution for policies in place.

#### 8) Equipment & Technology Utilized

Computer, fax machine, postage meter, photocopier.

#### **SECTION C: RESPONSIBILITY**

#### 1) **Program Delivery**

Supports the delivery of Administration programs. Provides research to the CBO for reporting.

#### 2) Impact and Accountabilities

Responsible to the CBO.

#### 3) Supervision

Direct Subordinates – Job Titles	Number of Staff	
N/A		
Indirect Subordinates – Job Titles	Number of Staff	
N/A		
Total		
Provides training/instruction to others – Job Titles	Number of Staff	
N/A		

#### 4) Material and Information Resources

Maintain accurate information, data and records. Has access to private customer information.

#### 5) Financial Resources

This position has access to confidential and financial information.

#### **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					Х
Standing		Х			
Noise Exposure		Х			
Adverse Temperature		X			
Pushing/Pulling	Х				
Lifting/Carrying		Х			
Dust	Х				
Odors	Х				
Other (Specify) Physical Aspects					

#### 2) Health & Safety Hazards

May encounters with irate customers when providing front counter backup. Otherwise, minimal hazards, office environment.

#### **Health and Safety Responsibilities**

Responsible for performing duties in a Health and Safety conscious manner.

#### 3) Travel

N/A

#### 4) Driving

Maybe require periodically for off- site training courses and seminars.

#### 5) Mental Environment

Works alone with regular interruptions. Dealing with unhappy people and deadlines contribute to stress.

### **SECTION E: EFFORT**

#### 1) Mental Effort

Diffusing situations and coming up with creative solutions to situations on many different levels and areas. Concentration due to paying attention to detail and completing research. Answering inquiries from public requires you to think on your feet. Face deadlines.

#### 2) Physical Effort

Minimal physical effort required. Constant sitting. Keyboarding.

#### **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.

Job Position:

Signature

Supervisor:

Signature

CAO:

Signature

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

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

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

#### Township of Southgate JOB DESCRIPTION

Date of Update: **November 2021** 

Administrative, Finance & By-Law Assistant

#### **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:	Supervisor's Job Title:	
Administrative, Finance & By-Law	Treasurer & Chief Building Official	
Assistant		
Standard hours of work per week:	Eligibility to Group Insurance: Yes	
35 hours per week	Eligibility to OMERS: Yes	
Location of Position:	Department / Division:	
Hopeville Administration Office	Finance & By-Law Enforcement	
Employment Status:	Pay Band:	
Permanent Full Time Salaried	12	

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

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, 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
<ul> <li>Administrative</li> <li>First point of contact for front counter/reception duties, answering phones, etc.</li> <li>Opening/distributing mail.</li> <li>Provide administrative support for taxation matters (i.e. customer inquiries, sending tax bills/notices, etc).</li> <li>Administrative Support for Economic Development as required.</li> </ul>		20%
Animal Licensing	<ul> <li>Order license tags</li> <li>Issue invoices and follow-up to include past due notices and collection of outstanding accounts.</li> <li>Balance receivables to sub-ledger (monthly).</li> <li>Work with Canine Control Officer on Kennel licenses and receivables.</li> </ul>	10%
Cash Receipts	<ul> <li>Process/record EFT receipts (daily) [except Mortgage companies]</li> <li>Responsible for taking payments and tax collections at Front Counter.</li> <li>Process/record cash receipts from the Library, Recreation, Waste Landfill/Transfer Station</li> </ul>	20%
Facility Scheduling	<ul> <li>Receive bookings and issue contracts for rentals of municipal facilities</li> <li>Issue invoices and collect payment for use of municipal facilities</li> </ul>	10%
By-Law	<ul> <li>Work under the direction of the By-Law Enforcement Officer(s).</li> <li>Administrative responsibilities related to receiving, tracking, documenting and reporting on By-Law Enforcement complaints.</li> <li>Issue invoices and collect payment for by-law related occurrences.</li> <li>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).</li> </ul>	30%
Other	<ul> <li>Represent the Municipality when performing day-to-day duties (i.e. contact with public).</li> <li>Provide backup support for utility receivables, and other miscellaneous receivables not included in this job description.</li> <li>Provide backup support for the Building Department Administrative Assistant in their absence.</li> <li>Performs all other duties as assigned by Supervisor.</li> </ul>	10%

#### **Section B: Skills**

#### **1)** Formal Education and External Training

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

#### 2) Required on the Job Training

Specific	Internal Training		Months to Complete
Keyston	e User Group Meetings/Trainin	ng Courses.	Twice annually

#### 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		
Internersenal skills	1	1	1

#### 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. 3 5 1 4 2 Condition Х Sitting Х Standing Х Noise Exposure Х Adverse Temperature

Х

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.

Х

Х

Х

#### 3) Travel

Pushing/Pulling

Lifting/Carrying

Other (Specify) Physical Aspects

Dust

Odors

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 employe	e and make the followin	g 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 NOC 1B0



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

#### Staff Report PL2021-093

Title of Report:PL2021-093-C24-21 Flato East redline zoningDepartment:ClerksBranch:Planning ServicesCouncil Date:December 1, 2021

#### **Recommendation:**

**Be it resolved that** Council receive Staff Report PL2021-093 for information; and **That** Council consider approval of By-law 2021-176.

Property Location: Flato East Subdivision- 772146 Highway 10



#### Subject Lands:

The subject lands are described legally described as CON 1 SWTSR PT LOTS;233 AND 234 RP 16R10668 PT;PART 1 RP 16R11089 PARTS 1;TO 3 5 PT PART 4 RP 16R10924;PART 2 RP 16R11251 PART 4 RP Geographic Township of Proton and are approximately 86 acres in area. The lands have access to Moody Street, VanDusen Avenue, Russell Street and Highway 10.

**The Purpose** of the zoning by-law amendment is to shift a servicing corridor which is currently zoned OS to another location on the approved draft plan, to rezone servicing/walkway blocks to a residential zone to provide flexibility in detailed design, and to recognize rezone the portion of the enlarged pumping station to the OS zone. All other provisions of the by-law shall apply.

**The Effect** of the proposed zoning by-law amendment would be to change the zone on a portion of the subject lands from Open Space (OS), Environmental Protection (EP), and Local Commercial Exception 465 (C1-465) Zones to the Residential Type 1 Exception-378 (R1-378-H), Residential Type 3 Exception-379 (R3-379-H), and Open Space (OS) Zones.

#### Background

A Public meeting was held virtually on September 22, 2021. Supporting documents and comments posted on the website are available at:

https://www.southgate.ca/en/municipal-services/planning-applications-publicnotices.aspx#C24-21-Flato-Dundalk-Meadows-and-Redline-Revision

The comments received include:

#### Bell Canada Comments:

We have reviewed the circulation regarding the above noted application. The following paragraphs are to be included as a condition of approval: "The Owner acknowledges and agrees to convey any easement(s) as deemed necessary by Bell Canada to service this development. The Owner further agrees and acknowledges to convey such easements at no cost to Bell Canada.

The Owner agrees that should any conflict arise with existing Bell Canada facilities where a current and valid easement exists within the subject area, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost."

The Owner is advised to contact Bell Canada at planninganddevelopment@bell.ca during the detailed utility design stage to confirm the provision of communication/telecommunication infrastructure needed to service the development.

It shall be noted that it is the responsibility of the Owner to provide entrance/service duct(s) from Bell Canada's existing network infrastructure to service this development. In the event that no such network infrastructure exists, in accordance with the Bell Canada Act, the Owner may be required to pay for the extension of such network infrastructure.

Public Works Entrance requirements onto Highway 10 is MTO jurisdiction. Risk Management Official - Well Head Protection Area "D" - Applicable to Dense Non- Aqueous Phase Liquid (DNAPL's) products managed by education and outreach programs.

MTO inquired as to the purpose of the water main easement.

Public Comments

April Emms Has concerns about the loss of the small community feel and perceived increases in the crime levels. She is also concerned about the lack of full time policing within the Village of Dundalk.

#### Staff Response

Bell Canada's comments have been noted and will be reflected in the subdivision agreement and Draft plan conditions as necessary by the County of Grey.

The comments from the MTO have been addressed and responded to by the Township and applicant.

The Comment from the public regarding policies concerns was forwarded to the Police Services Board and the situation will be monitored.

#### **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)

Section 4.2 of the Justification Report submitted by MHBC planning, provides a detailed review of the Provincial Policy Statement as it relates to the zoning by-law amendment. (Attachment #1)

The Township agrees with this consultants determination that the proposed amendment is consistent with the PPS.

#### **County and Township Official Plans**

Staff have reviewed the proposal with respect to conformity with both County and Township Official Plans. MHBC have also provided a review of both plans in their planning justification report, sections 4.3 and 4.4, dated July 2021. The Township concurs with the conclusions that the proposed amendments are consistent with the County and Township Official Plans. (Attachment #1)

#### Township Zoning By-law-

There are numerous small sections of the subject lands that will be rezoned to permit the servicing changes required. These section of land are zoned as follows:

"Residential Type 1 exception 378 (R1-378-H)," "Residential Type 3 Exception-379 (R3-379-H)," "Local Commercial Exception 465 (C1-465)," "Open Space (OS)" and "Environmental Protection (EP)."

Section 5.19 of the Zoning By-law allows a range of uses that are permitted in all zones. Section 5.19(c) permits:

"any building, structure, use, service, or utility of any department of the Corporation of the Township of Southgate, the Corporation of the County of Grey, or the Federal or Provincial Government, Ontario Hydro, or any telephone, telegraph, or gas company shall be permitted in any zone provided that such use, building or structure shall comply with the regulations with regard to the height, yard, and lot coverage prescribed for the Zone in which it is located."

The proposed public walkways and servicing requirements would be permitted in the proposed Residential and Open Space zones. It should also be noted that the Holding Symbol will remain in place and will not be removed.

Based on this and the review provided by the Consultant from MHBC the proposal is consistent with the Zoning Bylaw.

#### **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, The County Official Plan and 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,





Original Signed By

Municipal Planner: \_

Clinton Stredwick, BES, MCIP, RPP

CAO Approval: Original Signed By
Dave Milliner, CAO

#### Attachments:

- 1. MHBC Planning Justification Report
- 2. MHBC Power Point Presentation



KITCHENER WOODBRIDGI LONDON KINGSTON BARRIE BURLINGTON

## PLANNING JUSTIFICATION **REPORT**

ZONING BY-LAW AMENDMENT & REDLINE REVISION APPLICATIONS

### 772146 HIGHWAY 10 Township of Southgate

Date:

July 2021

Prepared for:

#### Flato Dundalk Meadows Inc.

Prepared by:

#### MacNaughton Hermsen Britton Clarkson Planning Limited (MHBC)

113 Collier Street Barrie ON L4M 1H2 T: 705 728 0045 Ext. 224 F: 705 728 2010

Our File 15184B

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### **APPENDICES**

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# 1.0 introduction

MacNaughton Hermsen Britton Clarkson Planning Limited ("MHBC") was retained by Flato Dundalk Meadows Inc. (the "Owner"), the Owner of the Subject Lands to review the planning merits of a Zoning By-law Amendment and Redline Revision to a portion of the Draft Approved Flato East Draft Plan of Subdivision (the "Subject Lands").

The Subject Lands are located in the Urban Community of Dundalk within the Township of Southgate. The larger property is municipally known as 772146 Highway 10 and is legally described as Part of Lots 233 and 234, Concession 1, Geographic Township of Proton, now in the Township of Southgate, County of Grey. The Subject Lands are comprised of 40.2 hectares (99.3 acres) and include frontage along Highway 10 totaling 281 metres.

In April 2017 Council approved a rezoning of the Subject Lands in conjunction with an associated draft plan, colloquially known as the Flato East subdivision. The entire property is zoned "Residential Type 1 exception 378 (R1-378-H)," "Residential Type 3 exception-379 (R3-379-H)," "Local Commercial Exception 465 (C1-465)," "Open Space (OS)" and "Environmental Protection (EP)."

423

# 2.0 proposal

## 2.1 **Proposed Minor Redline Revision**

The approved Draft Plan of Subdivision for the property consists of a total of 467 residential units, a commercial block, a variety of park lands, a pumping station block, three storm ponds, and related open space and environmental areas. An original Zoning By-law Amendment established appropriate zones to recognize these uses.

As the detailed engineering design of the subdivision has advanced, detailed design considerations have necessitated four (4) minor revisions to the draft plan. The minor revisions requested as part of the redline application are outlined below.

- 1. Shifting Block 361 servicing/access corridor from between Lots 98 and 99, to the east side of Lot 90;
- 2. Enlarging the pumping station Block 355;
- 3. Introduction of a servicing block between Lot 232 and Block 339; and,
- 4. Associated shifting of townhouse Blocks 339, 340, 341, 342, and 343.

The Redlined Plan of Subdivision is included as Appendix A.

## 2.2 Proposed Zoning By-law Amendment

A Zoning By-law Amendment (ZBA) is sought to reflect the changes made through the redline revision, as well as to provide flexibility for future detailed design work. A number of changes are requested, outlined below.

The Zoning By-law Amendment requests to rezone the portion of the lands where the servicing corridor is currently located to reflect the residential lots shifting to the west. The lands are proposed to be rezoned from the Open Space (OS) zone, to the Residential Type One Exception-378 Holding (R1-378-H) Zone.

Section 5.19 of the ZBL permits a variety of uses permitted in all zones. Further Section 5.19 (c) states that:

"any building, structure, use, service, or utility of any department of the Corporation of the Township of Southgate, the Corporation of the County of Grey, or the Federal or Provincial Government, Ontario Hydro, or any telephone, telegraph, or gas company shall be permitted in any zone [...]"

As such the lands where the servicing corridor is proposed to be relocated will remain residentially designated. Similarly, the servicing block between Lot 232 and Block 339 proposed as part of the redline application is to remain residentially zoned.

Further, in order to provide more flexibility in detailed design, several walkway/servicing corridor blocks are proposed to be rezoned to their neighbouring Residential zone. As established through Section 5.19 (c) of the Zoning By-law, public uses such as servicing corridors are permitted in all zones across the Municipality. In order to avoid future redline and rezoning applications, the walkway blocks are proposed to be rezoned to their neighbouring Residential zones to provide flexibility in the event that detailed design considerations require lots or blocks to be shifted. The blocks proposed to be rezoned are Block 345, a portion of the block providing connection to stormwater Block 361 from the north, the servicing corridor on the east side of Block 363, and the walkway providing access to Park Block 356. It is noted that while these narrow Open Space blocks are proposed to be rezoned to residential zones, they are both too narrow in frontage and too small in total area to qualify to be any sort of residential lot that could accommodate a dwelling so there is no risk to the municipality these will become dwellings at any point in the future. Additionally these blocks will all be transferred to the Township post registration of the respective phases so again the Township will maintain control over their use in the long term.

An additional zoning request is to rezone a portion of the Commercial Block from the Local Commercial Exception 465 (C1-465) to the adjacent Residential Type 3 Exception-379 (R3-379-H) zone as a result of the servicing block and associated shifting of the townhouse blocks.

The final zoning request is to reflect the enlargement of Block 355. The portion of Block 367 that is to be included as an enlargement of Block 355 is proposed to be rezoned from the Environmental Protection (EP) zone to the Open Space (OS) zone.

A draft Zoning By-law and Schedule have been prepared and are contained in Appendix B.

## 3.0 SITE DESCRIPTION AND SURROUNDING LAND USES

This Section of the report provides a brief overview of the Site as well as surrounding land uses.

The property is located in the south-east corner of the urban community of Dundalk. Currently, phases 1, 2, 2A, 2B, 3, 4, 5, and 6 of the overall Edgewood Greens subdivision have been previously registered. The Site is within walking distance of schools, retail locations, and recreational areas.

The applications only apply to a portion of the subject lands, identified as follows:

- 1. Shifting Block 361 servicing/access corridor from between Lots 98 and 99, to the east side of Lot 90;
- 2. Enlarging the pumping station Block 355;
- 3. Introduction of a servicing block between Lot 232 and Block 339; and,
- 4. Associated shifting of townhouse Blocks 339, 340, 341, 342, 343.

## 4.0 planning analysis

The following is a review of the land use policy framework related to the subject lands and the potential implications for the subject site.

## 4.1 Planning Act

The *Planning Act* sets out the foundation for land use planning in Ontario and describes how land uses may be controlled. With respect to Draft Plans of Subdivision, Section 51 (24) of the *Planning Act* outlines specific criteria to be considered by an approval authority in considering an application. The criteria is identified below, and a response is provided to illustrate the proposed Redline Revision's alignment with the intent of the criteria:

- (a) the effect of development of the proposed subdivision on matters of provincial interest as referred to in section 2;
   Response: The Minor Redline Revision will not impact matters of Provincial interest.
- (b) whether the proposed subdivision is premature or in the public interest;
   Response: The Minor Redline Revisions is not premature and is in the public interest as it relates to the efficient use of infrastructure.
- (c) whether the plan conforms to the official plan and adjacent plans of subdivision, if any; Response: The Minor Redline conforms to the Official Plan.
- (d) the suitability of the land for the purposes for which it is to be subdivided; Response: n/a; addressed through original draft plan of subdivision application.
- (d1) if any affordable housing units are being proposed, the suitability of the proposed units for affordable housing; Response: n/a; addressed through original draft plan of subdivision application.
- (e) the number, width, location and proposed grades and elevations of highways, and the adequacy of them, and the highways linking the highways in the proposed subdivision with the established highway system in the vicinity and the adequacy of them; Response: The subject lands are within close proximity to a County highway.
- (f) the dimensions and shapes of the proposed lots;Response: The dimensions and shapes of the redlined blocks are appropriate.

- (g) the restrictions or proposed restrictions, if any, on the land proposed to be subdivided or the buildings and structures proposed to be erected on it and the restrictions, if any, on adjoining land;
   Response: n/a
- (h) conservation of natural resources and flood control; Response: The applications will not have an impact on natural resources or flood control.
- (i) the adequacy of utilities and municipal services; Response: The subject applications will aid in the efficient provision of services.
- (j) the adequacy of school sites; Response: n/a; addressed through original draft plan of subdivision application.
- (k) the area of land, if any, within the proposed subdivision that, exclusive of highways, is to be conveyed or dedicated for public purposes;
   Response: Addressed through original draft plan of subdivision application.
- (I) the extent to which the plan's design optimizes the available supply, means of supplying, efficient use and conservation of energy; and Response: Addressed through original draft plan of subdivision application.
- (m) the interrelationship between the design of the proposed plan of subdivision and site plan control matters relating to any development on the land, if the land is also located within a site plan control area designated under subsection 41 (2) of this Act or subsection 114 (2) of the City of Toronto Act, 2006. 1994, c. 23, s. 30; 2001, c. 32, s. 31 (2); 2006, c. 23, s. 22 (3, 4); 2016, c. 25, Sched. 4, s. 8 (2).
  Response: n/a;

The Planning Act requires that the subdivision have regard for the health, safety, convenience and accessibility for persons with disabilities, and welfare of the present and future inhabitants of the municipality. It is submitted that all of these matters were properly addressed in the design of the Original Subdivision, and considered through the Minor Redline Revision. Specifics respecting these matters are outlined throughout this Report.

## 4.2 Provincial Policy Statement (2020)

The Provincial Policy Statement ("PPS") is the statement of the provincial government's policies on land use planning, and is intended to provide policy direction on land use matters which are in the Provincial interest. All land use planning decisions are required to be consistent with the PPS. At a broad level, the PPS seeks to enable appropriate development that protects resources of the provincial interest, public health and safety, and the quality of the natural and built environments.

The subject lands are located within a settlement area, and as such, is intended to accommodate the majority of new growth and development. The principle of development was established through the original draft plan application and the proposed applications are technical in nature and as such do not impact the plan's ability to be consistent with the PPS.

An Environmental Impact Study (EIS) and Environmental Implementation Report (EIR) were previously undertaken for the Subject Lands and concluded that the Proposed Development would have no impact on the existing natural heritage features. The natural heritage features on or nearby to the Subject Lands were assessed through the original Draft Plan Approval and Zoning By-law Amendment approval processes. These features were previously identified and contained within separate blocks that include any applicable buffers or setback. None of these features are located on the portion of the Site subject to the development applications. It is noted the EIS identified a 30m buffer associated with the Foley Drain, it is noted the area of the Open Space Block associated with the Foley Drain that is proposed to be added to the Pumping Station Block is located outside of the identified 30m buffer from the Foley Drain.

It is submitted that the proposed Zoning By-law Amendment and Redline Revision is consistent with the PPS.

## 4.3 County of Grey Official Plan

The County of Grey Official Plan ("County OP") is the upper tier planning document that guides planning policy and development on a County wide basis.

Within the County OP the site is designated "Primary Settlement Area" And the portion proposed to be added to the Pumping Station Block is designated "Hazard Lands". The County OP defines Primary Settlement Areas as larger settlements with full municipal servicing, and a wide range of uses, services, and amenities which are intended to be the primary target for residential and non-residential growth. The County OP identifies that Hazard Lands include floodplains, steep or erosion prone slopes, organic or unstable soils, poorly drained areas, and lands along the Georgian Bay shoreline. In the case of the Site the Hazards Lands are associated with the Foley Creek and associated buffer area. The County Hazard Lands designation specifically permits Public Utilities such as a Pumping Station as a permitted use and it is noted the Township OP which is done at a more detailed scale and is more refined has these lands outside of the corresponding Hazards designation.

The County OP outlines the general policies affecting settlement area land use types, and identifies that development of communities is to occur with a wide range of housing types, including detached, semi-detached, townhouse, and apartment units. The original applications proposed a development concept that conforms to the direction of the County OP.

The County OP contains policy direction related to natural features in the region. Natural features were analyzed, assessed and incorporated into the Flato East Subdivision through the initial Official Plan Amendment, Zoning By-law Amendment and Draft Plan Approval processes including the natural features and hazards associated with the Foley Drain. It is noted the EIS identified a 30m buffer associated with the Foley Drain, it is noted the area of the Open Space Block associated with the Foley Drain that is proposed to be added to the Pumping Station Block is located outside of the identified 30m buffer from the Foley Drain. It is the opinion of the undersigned that the proposed ZBA and Redline Revision will have no negative impact on the natural features or functions associated with the Site within the context of the previously approved Draft Plan and previously completed environmental studies.

The Proposed Development will be fully serviced and stormwater management will be directed to the stormwater management pond. While the overall servicing and stormwater management strategy was reviewed and approved through the Flato East Draft Plan Approval process, Crozier and Associates have prepared a Servicing and Stormwater Management Analysis dated July 9, 2021 to assess the changes and any potential impacts contemplated by the ZBA and redline revision on the previously approved Flato East servicing and stormwater management solution and concluded that the applications will not materially impact the stormwater management or civil servicing strategy for the Subject Lands. The Crozier Servicing and Stormwater Management Analysis is reviewed further in **Section 5.1** of this Report.

It is submitted that the proposed Zoning By-law Amendment and Redline Revisions conform to the policies of the County Official Plan.

## 4.4 Township of Southgate Official Plan

The Township of Southgate Official Plan ("Township OP") is the applicable lower tier policy document guiding development on the subject lands. The broad vision of the Township is to be a vibrant progressive community that is a desirable place to live, work and invest. To achieve this objective, the Township will support a mix of residential development to enhance its existing quality of life and rural charm; and strive for diversity within the agricultural, commercial, industrial, recreation and tourism sectors to enhance growth opportunities.

The lands proposed to be rezoned are designated Neighbourhood Area. The Neighbourhood Area designation is introduced in Section 4.1 of the Official Plan. The intent of the Neighbourhood Area designation is to identify primarily residential areas across the Township, as well as permitting other compatible uses with residential development. Permitted uses include low and medium density residential uses, as well as public uses. It is noted the EIS identified a 30m buffer associated with the Foley Drain and the area of the Open Space Block associated with the Foley Drain that is proposed to be added to the Pumping Station Block is located outside of the identified 30m buffer from the Foley Drain.

Section F of the Township OP contains policies pertinent to infrastructure and servicing, and directs growth in a manner that promotes efficient use of existing sewage and water services. Furthermore, policies direct new development to ensure that there are no adverse effects on the Township's environmental resources and groundwater supply, and that Southgate Servicing Standards are adhered to. The Proposed Development will utilize municipal sewage and water services, has sufficient separation from environmental features and is designed in a manner that will have no adverse effect on the groundwater supply. Further, a Servicing & Stormwater Management Analysis prepared by Crozier and Associates confirms there are no concerns relating to servicing of the development.

Section 6 of the Township OP contains policies related to the Natural Environment Area. As discussed all of the natural environment areas contained within the Subject Lands were assessed and appropriately accommodated within the initial Draft Plan Approval for the Flato East subdivision. There are no natural environment areas that will be affected by the development.

A Stormwater Management Report, Functional Servicing Report and Traffic Impact Study were completed at the time of the initial ZBA and Draft Plan of Subdivision submissions for the development and a Servicing & Stormwater Analysis and Traffic Impact Study has been prepared by

Crozier and Associates that demonstrates the development's alignment with the general intent of the Township OP. The documents conclude that no negative impacts are anticipated from the development from a servicing, stormwater and drainage, and traffic impact perspective.

The OP also hosts various other policies which include but are not limited to servicing, archaeology, and stormwater management, these as well as the other applicable policies have been reviewed in the context of the applications and it is the opinion of the undersigned that the proposed application conforms to these policies.

It is submitted that the proposed Zoning By-law Amendment and Redline Revisions conform to the Township of Southgate Official Plan.

## 4.5 Township of Southgate Zoning By-law 19-2002

The Comprehensive Zoning By-law for the Township of Southgate (the "Township ZBL") sets out the specific zoning provisions for individual properties Township-wide and is applicable to the Site.

The portion of the lands subject to the ZBA are currently zoned "Residential Type 1 exception 378 (R1-378-H)," "Residential Type 3 Exception-379 (R3-379-H)," "Local Commercial Exception 465 (C1-465)," "Open Space (OS)" and "Environmental Protection (EP)." A Zoning By-law Amendment is required to rezone portions of the site to permit the servicing changes required.

The proposed ZBA text and associated Schedule are included as **Appendix B** to this Report.

Section 5.19 of the Zoning By-law hosts a range of uses that are permitted in all zones. Section 5.19(c) permits:

any building, structure, use, service, or utility of any department of the Corporation of the Township of Southgate, the Corporation of the County of Grey, or the Federal or Provincial Government, Ontario Hydro, or any telephone, telegraph, or gas company shall be permitted in any zone provided that such use, building or structure shall comply with the regulations with regard to the height, yard, and lot coverage prescribed for the Zone in which it is located.

With respect to the above, it is submitted that the proposed public walkways and servicing requirements would be permitted in the proposed Residential and Open Space zones.

Based on the above analysis, it is the opinion of the undersigned that the proposed applications are in keeping with the intent of the Township of Southgate Zoning By-law.

## 5.0 supporting materials

The following provides a brief summary of the documents provided in support of the proposed ZBA and Minor Redline Revision applications.

## 5.1 Servicing/Stormwater Management Brief

A servicing brief was prepared by Crozier and Associates in support of the Zoning By-law Amendment and redline revision.

The brief details the engineering changes necessitated through the redline revision. The change of location of the walkway block between lots 99 and 98 was shifted necessitated for ensuring a more secure overland stormwater flow route. The total overland flow from Street B on the Draft Plan (now named Moody Street) through the swale to the Stormwater Pond on Block 361, immediately southeast of the proposed relocated Block 374 has not been altered.

There has been no increase or decrease to the total number of units in the development because of these proposed changes. Therefore, there has been no change to the sanitary and stormwater servicing or traffic design for the development. No further analysis is required from a servicing and traffic perspective.

The brief concludes that there will be no negative impact to the overall development from a servicing and stormwater management perspective.

## 6.0 summary & FINDINGS

Based on the analysis outlined in this Report, it is submitted that the proposed Zoning By-law Amendment and Redline Revision is in the public interest and represents good planning for the following reasons:

- Is consistent with the Provincial Policy Statement;
- Conforms to the County of Grey Official Plan;
- Conforms with the Township of Southgate Official Plan; and,
- Complies with the Township of Southgate Zoning By-law.

Respectfully submitted,

MHBC

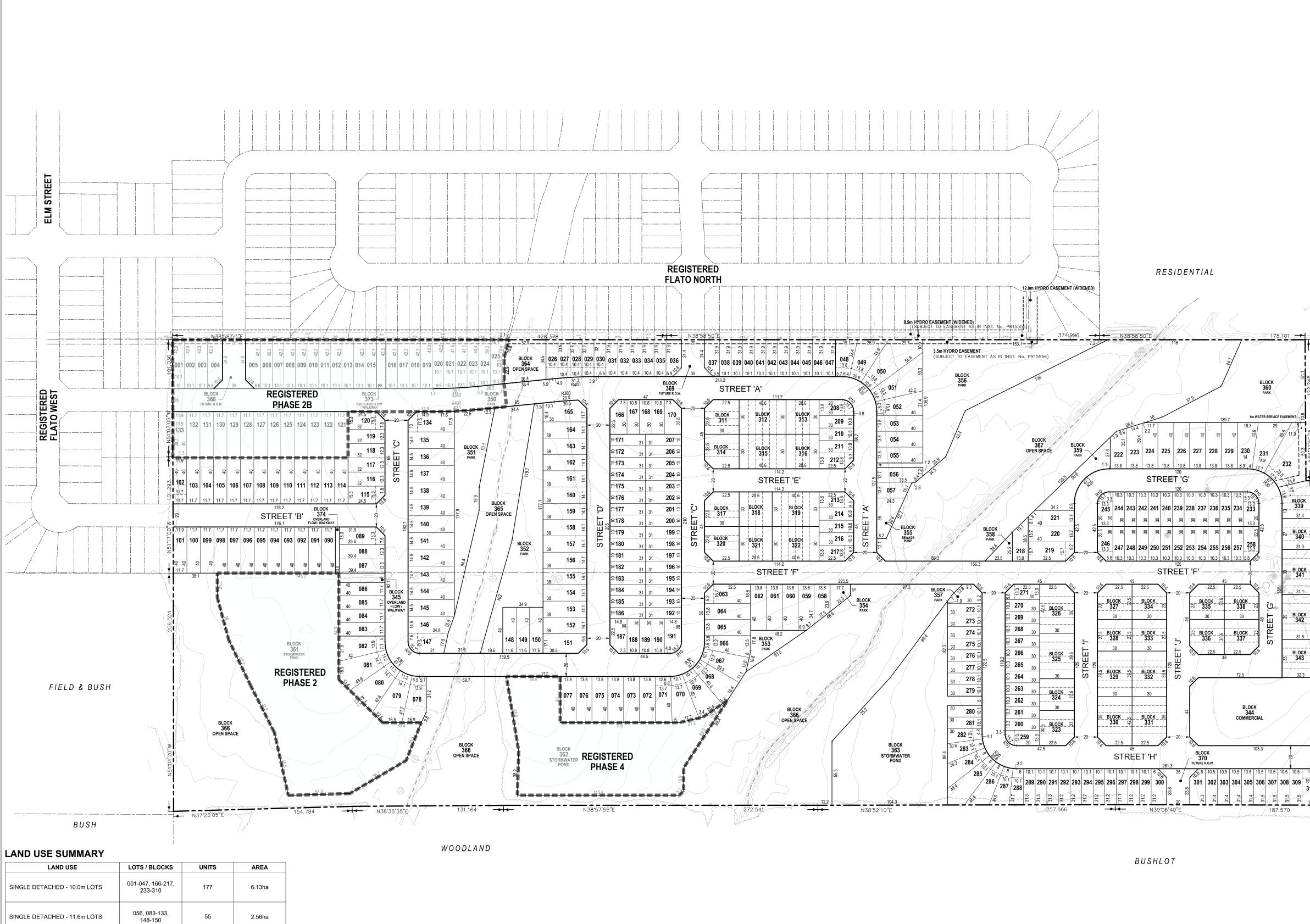
Kory Chisholm, BES, M.Sc., MCIP, RPP Partner

a. Eluanoz

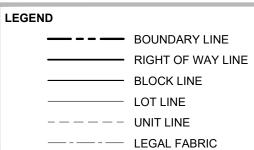
Andrew Edwards, BES Planner

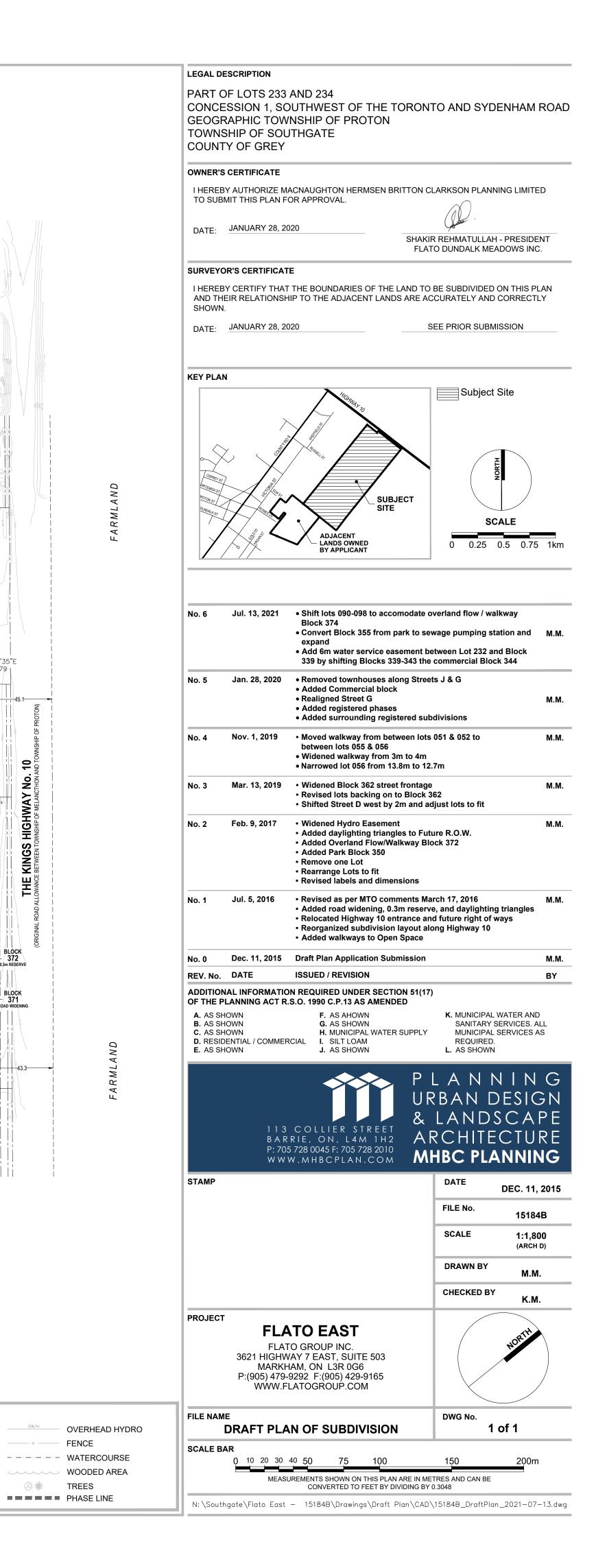
### Appendices

### Appendix A



SINGLE DETACHED - 10.0m LOTS	001-047, 166-217, 233-310	177	6.13ha
SINGLE DETACHED - 11.6m LOTS	056, 083-133, 148-150	55	2.56ha
SINGLE DETACHED - 13.7m LOTS	048-055, 057-082, 134-147, 151-165, 218-232	78	4.71ha
TOWNHOUSE - 4 UNITS	311, 313-314, 316-318, 320-321, 323-324, 327-328, 333-340	80	1.74ha
TOWNHOUSE - 5 UNITS	343	5	0.10ha
TOWNHOUSE - 6 UNITS	312, 315, 319, 322, 325-326, 329-332, 341-342	72	1.46ha
COMMERCIAL	344		0.66ha
PARK	350-354,356-360		2.42ha
SEWAGE PUMP	355		0.06ha
STORMWATER POND	361-363		4.19ha
OPEN SPACE	364-367		8.39ha
FUTURE RIGHT OF WAY	368-370		0.22ha
ROAD WIDENING	371		0.23ha
0.3m RESERVE	372		<0.01ha
OVERLAND FLOW / WALKWAY	345, 373-374		0.07ha
RIGHT OF WAY			7.27ha
TOTALS		467	40.22ha





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BLOCK 339

31.4

BLOCK

31.3

BLOCK \_

BLOCK

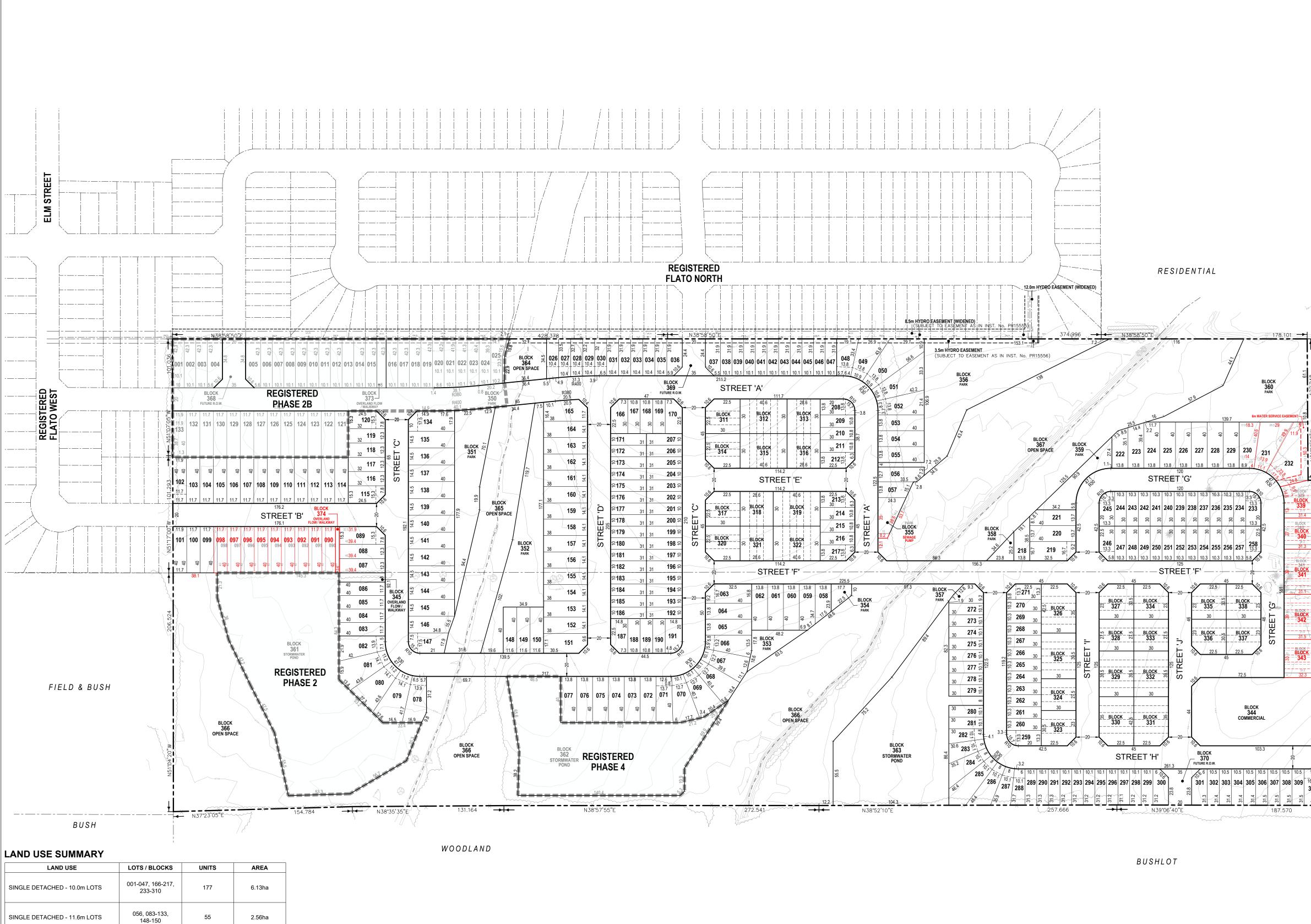
BLOCK 343

187.570

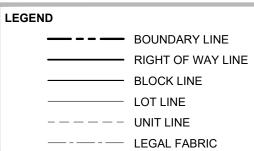
BLOCK - 372 1.3m RESERVE

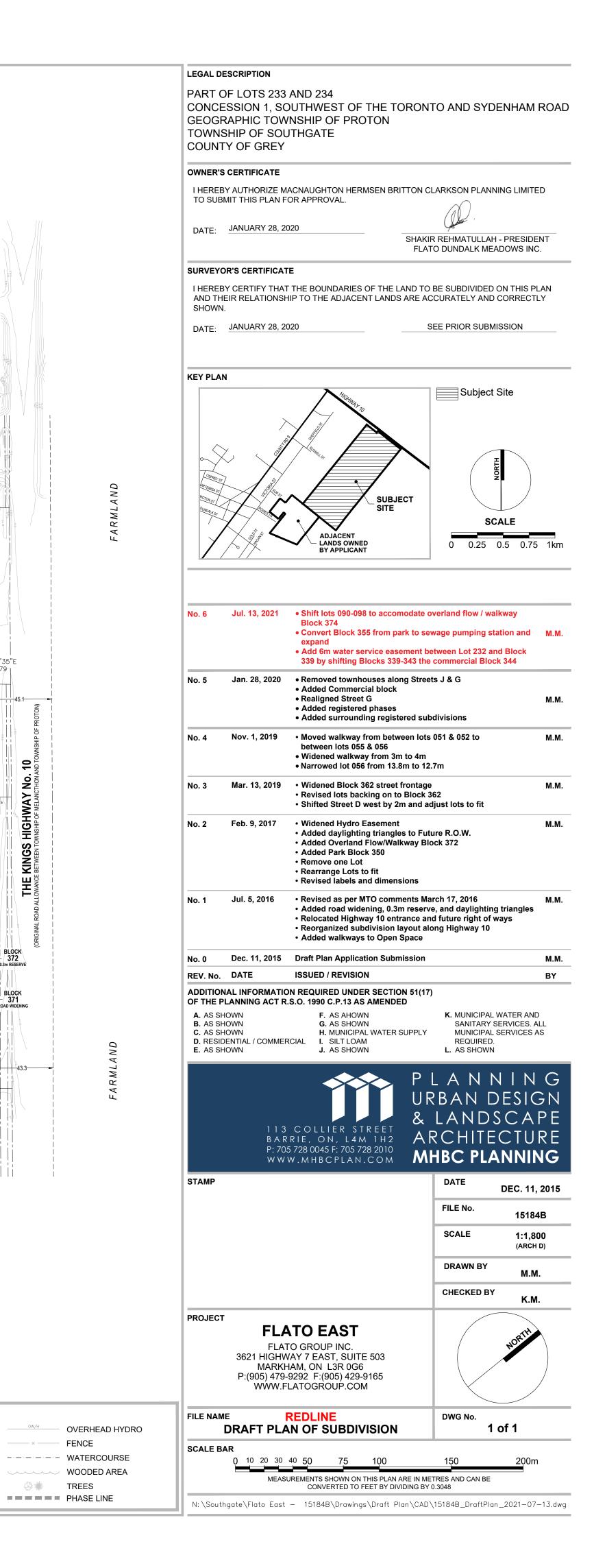
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ROAD WIDENING



2,112 002	Leter Breente	enne	,
SINGLE DETACHED - 10.0m LOTS	001-047, 166-217, 233-310	177	6.13ha
SINGLE DETACHED - 11.6m LOTS	056, 083-133, 148-150	55	2.56ha
SINGLE DETACHED - 13.7m LOTS	048-055, 057-082, 134-147, 151-165, 218-232	78	<mark>4.71ha</mark> 4.70ha
TOWNHOUSE - 4 UNITS	311, 313-314, 316-318, 320-321, 323-324, 327-328, 333-340	80	1.74ha
TOWNHOUSE - 5 UNITS	343	5	0.10ha
TOWNHOUSE - 6 UNITS	312, 315, 319, 322, 325-326, 329-332, 341-342	72	1.46ha
COMMERCIAL	344		0.66ha 0.67ha
PARK	350-354,356-360		2.42ha 2.48ha
SEWAGE PUMP	355		0.06ha
STORMWATER POND	361-363		4.19ha
OPEN SPACE	364-367		<mark>8.39ha</mark> 8.40ha
FUTURE RIGHT OF WAY	368-370		0.22ha
ROAD WIDENING	371		0.23ha
0.3m RESERVE	372		<0.01ha
OVERLAND FLOW / WALKWAY	345, 373 <mark>-374</mark>		0.07ha 0.06ha
RIGHT OF WAY			7.27ha
TOTALS		467	40.22ha





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BLOCK - 372 1.3m RESERVE

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ROAD WIDENING

BLOCK

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### Appendix **B**

#### The Corporation of the Township of Southgate By-law Number 2021-\_\_\_

**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** the Council of the Corporation of the Township of Southgate enacts as follows:

1. Schedule "X" to Zoning By-law No. 19-2002 is hereby amended by changing the zone symbol on a portion of the lands described as Part of Lots 233 and 234, Concession 1, Geographic Township of Proton, in the Township of Southgate as shown on Schedule "A", affixed hereto, from:

Open Space (OS), Environmental Protection (EP), and Local Commercial Exception 465 (C1-465) Zones to the Residential Type 1 Exception-378 (R1-378-H), Residential Type 3 Exception-379 (R3-379-H), and Open Space (OS) Zones.

- 2. Schedule A attached hereto forms part of this By-law.
- 3. 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 **XX** day of **XX**, 2021.

John Woodbury, Mayor

Joanne Hyde, Clerk

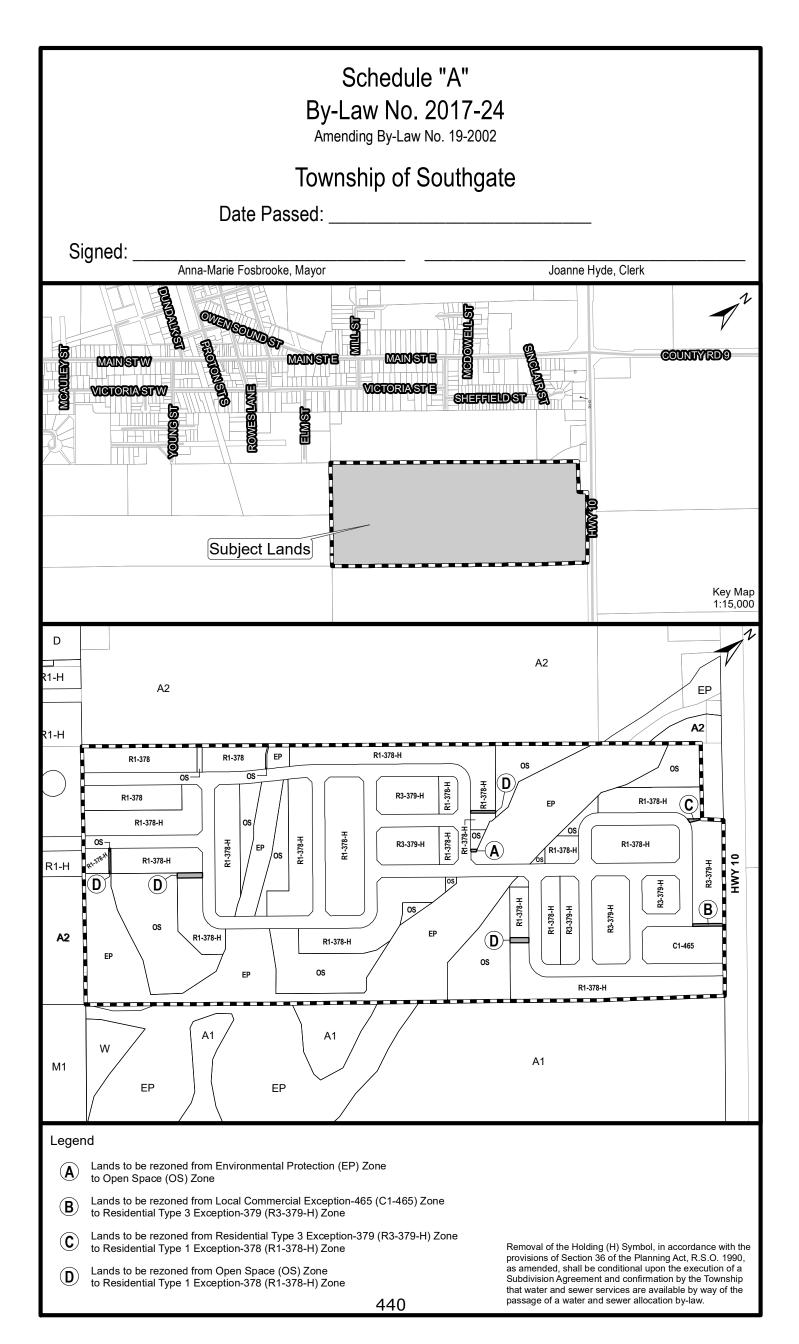
I hereby certify that the foregoing is a true copy of By-law No. 2021-**XX** as enacted by the Council of the Township of Southgate on the **XX** day of **XXX**, 2019.

Date

Joanne Hyde, Clerk

#### Explanatory Note

This by-law applies only to those lands described as Part of Lots 233 and 234, Concession 1, Geographic Township of Proton, in the Township of Southgate. The purpose of the zoning by-law amendment is to shift a servicing corridor which is currently zoned OS to another location on the approved draft plan, to rezone servicing/walkway blocks to a residential zone to provide flexibility in detailed design, and to recognize rezone the portion of the enlarged pumping station to the OS zone. All other provisions of the by-law shall apply.





#### PUBLIC MEETING MINOR REDLINE REVISIONS & ZONING BY-LAW AMENDMENT

Flato East - Draft Plan Approved Plan of Subdivision

Township of Southgate

Wednesday, September 22, 2021

Kory<sup>44</sup>Chisholm, BES, M.Sc, MCIP, RPP | Partner

### Background

- The Draft Plan of Subdivision was draft approved on November 10, 2016.
- A minor redline revision was approved by the County of Grey on June 13, 2019, which primarily addressed a technical lot grading matter.
- Another minor redline revision to shift the abovenoted walkway was approved on January 9, 2020.

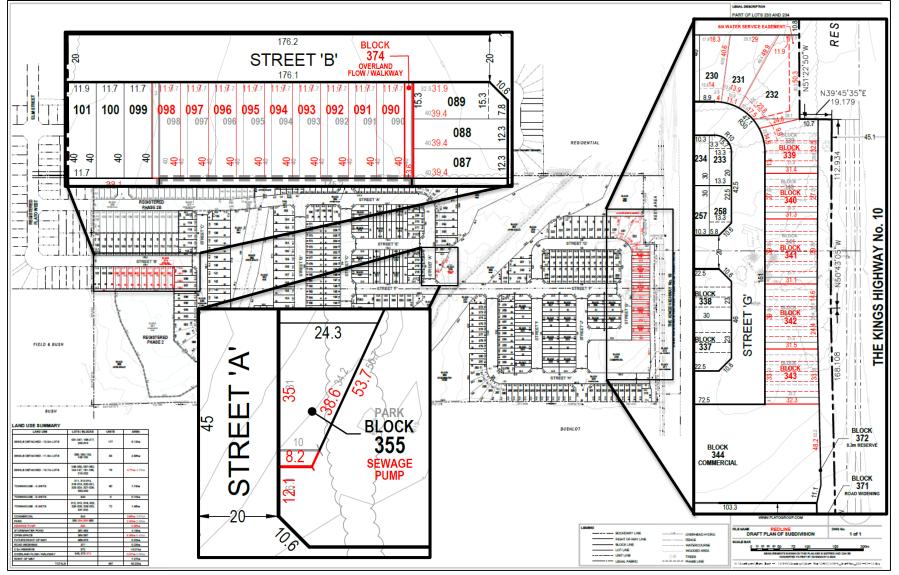


### Proposal

- Minor Redline Revisions
  - Shifting of Block 361 servicing/access corridor from between Lots 98 and 99, to the east side of Lot 90;
  - Enlarging pumping station Block 355;
  - Introduction of a servicing block between Lot 232 and Block 339; and,
  - Associated shifting of townhouse Blocks 339 to 343.
- Zoning By-law Amendment (ZBA)
  - Amendment to reflect the changes made through the redline revisions and to provide flexibility for future detailed design work;
  - Rezone portion of the lands where the servicing corridor is currently located to reflect the residential lots shifting to the west;
  - Rezone several walkway/servicing corridor blocks;
  - Rezone portion of the commercial block; and,
  - Rezone portion of Block 367 to reflect the enlargement of Block 355.



### **Redline Revisions**





### **Planning Analysis**

- We have reviewed the proposed changes and it is my opinion they:
  - Are consistent with the PPS;
  - Conform to the County OP;
  - Conform to the Township OP; and,
  - Are in keeping with the approaches used in the Township of Southgate Zoning By-law.







### Proposed Zoning By-law Amendment

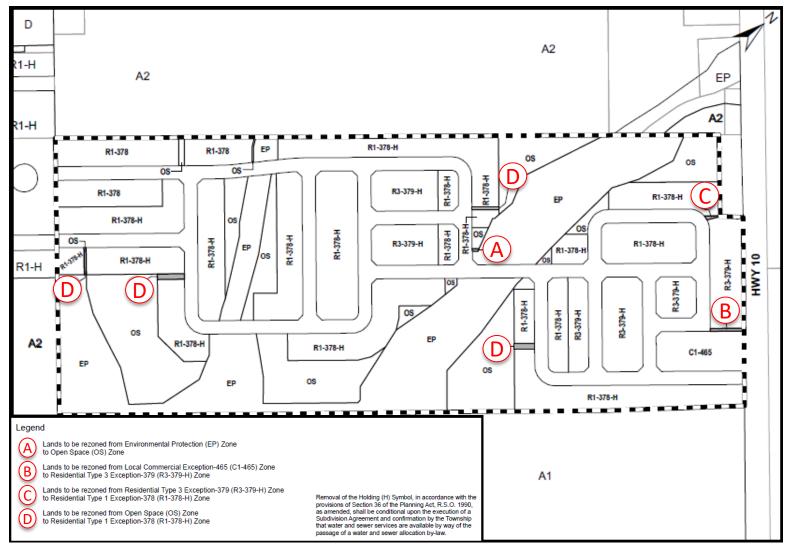
- Amendment to the Residential Type 1 Exception 378 (R1-378-H) Zone, Residential Type 3 Exception 379 (R3-379-H) Zone, Local Commercial Exception 465 (C1-465) Zone, Open Space (OS) Zone and the Environmental Protection (EP) Zone.
- Section 5.19(c) of the Zoning By-law permits:

"any building, structure, use, service, or utility of any department of the Corporation of the Township of Southgate, the Corporation of the County of Grey, or the Federal or Provincial Government, Ontario Hydro, or any telephone, telegraph, or gas company shall be permitted in any zone provided that such use, building or structure shall comply with the regulations with regard to the height, yard, and lot coverage prescribed for the Zone in which it is located."

• With respect to the above, it is submitted that the proposed public walkways and servicing requirements would be permitted in the proposed Residential and Open Space zones.



### Proposed Zoning By-law Amendment

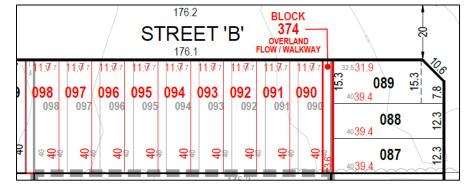


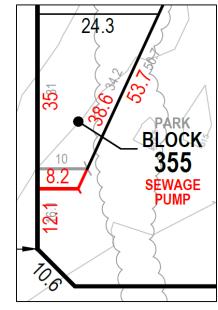
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### **Proposed Redline**

- Shifting Block 361 servicing/access corridor from between Lots 98 and 99, to the east side of Lot 90;
- Enlarging pumping station Block 355;

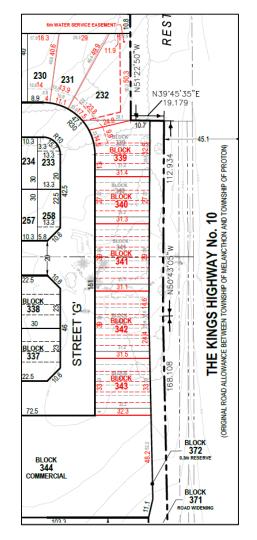






### **Proposed Redline**

- Introduction of a servicing block between Lot 232 and Block 339; and,
- Associated shifting of townhouse Blocks 339, 340, 341, 342, and 343.





### **Supporting Studies**

Planning Justification Report

– MHBC Planning.

• Servicing/Stormwater Management Brief

– C.F. Crozier and Associates Ltd.



### Summary

The proposed minor redline revisions and Zoning By-law Amendment to rezone portions of the lands is in the public interest and represents good planning for the following reasons:

- The proposal is consistent with Provincial policy;
- The proposal conforms to the County of Grey Official Plan;
- The proposal conforms to the Township of Southgate Official Plan; and
- The proposal is in keeping with the approaches used in the Township of Southgate Zoning By-law.



### THANK YOU

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#### kchisholm@mhbcplan.com

#### The Corporation of the Township of Southgate By-law Number 2021-176

#### 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** the Council of the Corporation of the Township of Southgate enacts as follows:

1. Schedule "17" to Zoning By-law No. 19-2002 is hereby amended by changing the zone symbol on a portion of the lands described as Part of Lots 233 and 234, Concession 1, Geographic Township of Proton, in the Township of Southgate as shown on Schedule "A", affixed hereto, from:

### Open Space (OS), Environmental Protection (EP), and Local Commercial Exception 465 (C1-465) Zones to the Residential Type 1 Exception-378 (R1-378-H), Residential Type 3 Exception-379 (R3-379-H), and Open Space (OS) Zones.

2. Schedule A attached hereto forms part of this By-law.

3. 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.

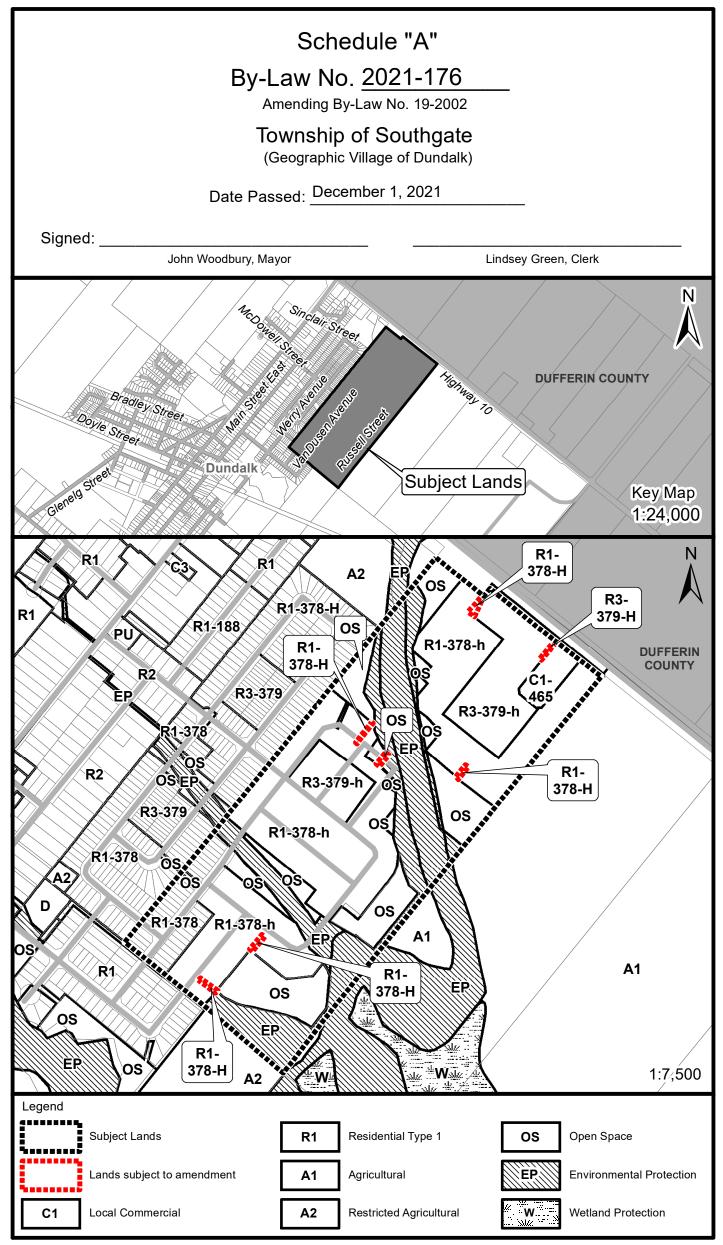
**READ** a first, second, and third time and finally passed this 1<sup>st</sup> day of December, 2021.

John Woodbury, Mayor

Lindsey Green, Clerk

#### **Explanatory Note**

This by-law applies only to those lands described as Part of Lots 233 and 234, Concession 1, Geographic Township of Proton, in the Township of Southgate. The purpose of the zoning by-law amendment is to shift a servicing corridor which is currently zoned OS to another location on the approved draft plan, to rezone servicing/walkway blocks to a residential zone to provide flexibility in detailed design, and to recognize rezone the portion of the enlarged pumping station to the OS zone. All other provisions of the by-law shall apply.



County of Grey Planning Department C24-2021Flato.mxd

**Township of Southgate** Administration Office

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



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

#### Staff Report PL2021-102

Title of Report:PL2021-102-SP 23-21 Elvin MartinDepartment:ClerksBranch:Planning ServicesCouncil Date:December 1, 2021

#### **Recommendation:**

**Be it resolved that** Council receive Staff Report PL2021-1026 for information; and **That** Council consider approval of By-law 2021-177 authorizing the entering into a Site Plan Amending Agreement.

#### Property Location: 411190 Southgate Sideroad 41



**Background:** The zoning amendment application C5-21 and OPA 1-21 can be viewed at the following link:

https://www.southgate.ca/en/municipal-services/planning-applicationspublic-notices.aspx#C5-21-and-OPA1-21-Elvin-Martin-Complete

The official public meeting for the Zoning By-law was held on May 26, 2021 of this year and approved on September 1<sup>st</sup>, 2021. A site plan application was received September 30<sup>th</sup>, 2021. With the OPA and Zoning amendment approved and in effect the site plan can be approved if it meets the by-law requirements.

**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. Ensuring that in the event of a complaint all doors and windows will remain closed during operation.

2. Applying dust control measures at the Townships discretion.

3. Requiring a water reservoir be installed should the Township fire department deem it necessary.

4. Addressing parking on the subject lands.

5.No Outside Storage is proposed at this time.

The closest neighbouring residences are the residential lots on the north side of Southgate Road 04 which are approximately 130m away. A key map of the area has been provided for your review. The above provisions will ensure that surrounding land uses are minimally impacted by the proposed development. It is, therefore, the recommendation of Township staff to approve the Site Plan and authorize the Mayor and Clerk to sign the attached 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 2021-177 authorizing the Site Plan Amending Agreement.

Respectfully Submitted,

Municipal Planner: Original Signed By





Clinton Stredwick, BES, MCIP, RPP

CAO Approval: Original Signed By
Dave Milliner, CAO

Attachments:

#### The Corporation of the Township of Southgate By-law Number 2021-177

#### 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 Bylaw 2021-111; 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:

- That a Site Plan Agreement between Elvin and Rhoda Martin and the Township of Southgate for the development of the lands described as PT LT A Con 5, Egremont, 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  $1^{st}$  day of December 2021.

Read a third time and finally passed this 1<sup>st</sup> day of December 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:

Elvin and Rhoda Martin

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

- and -

#### THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

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

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

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

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

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

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

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

#### SECTION 1 - LANDS TO BE BOUND

1. The lands to be bound by the terms and conditions of this Agreement (sometimes referred to as "the subject lands"), are located in the geographic Township of Egremont, 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 Commercial Entrance to the property is from Southgate Road 04 and the residential entrance is from Southgate Sideroad 41.

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 business 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:	Elvin and Rhoda Martin 411190 Southgate Road 41		
	Mount Forest, ON NOG 2L0		

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 2021-177.

SIGNED, SEALED AND ) DELIVERED )	ELVIN AND RHODA MARTIN
in the presence of: )	
Witness	Per: Name: Elvin Martin Date:
	Per: Name: Rhoda Martin Date:
Witness	THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE
	Per: John Woodbury, Mayor
	Per: Lindsey Green, Clerk
	Date:
	We have authority to bind the corporation

-6-

#### 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:

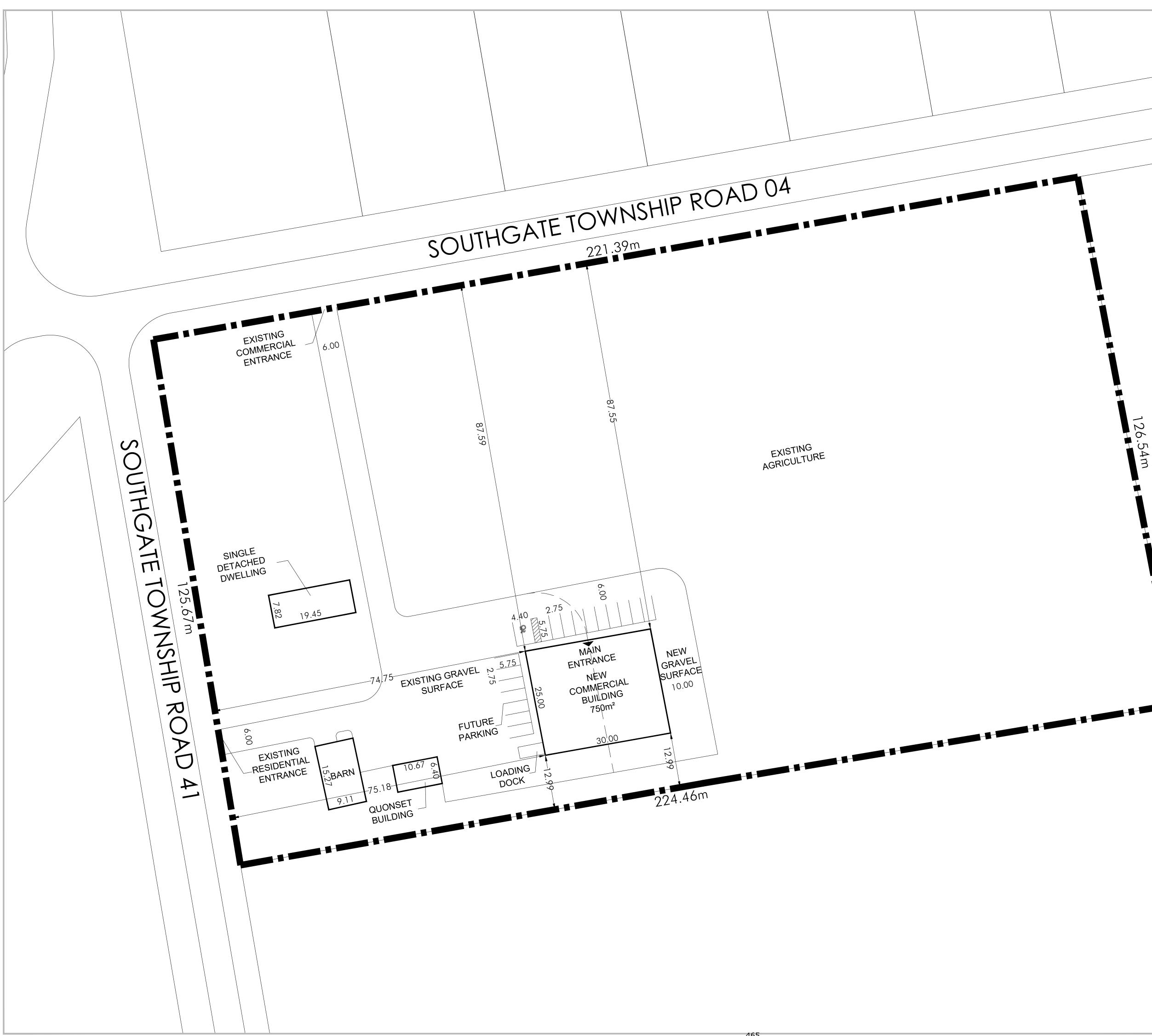
> Part Lot A, Concession 5, Geographic Township of Egremont, Township of Southgate alternatively described as 411190 Southgate Road 41.

-7-

Schedule "B"

#### SITE PLANS

Drawing #1. Dated December 1, 2021 and signed by the planner



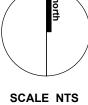
#### LEGAL DESCRIPTION

CON 5 N PT GORE A TOWNSHIP OF SOUTH GATE GREY COUNTY

# Key Plan



Subject Site



#### SITE STATISTICS

Zoning Summary <b>R6-29 ZONE/C4 ZONE</b>			
Regulations	Required	Provided	
Lot Area (min)	0.8ha	2.80ha	
Lot Frontage (min) (Southgate Township Road 04)	100 m	222.1m	
Lot Coverage (max)	20%	4%	
Front Yard (min)	30 m	87.55 m	
Side Yard (min)	6 m, except that a minimum side yard abutting a residential use or an improved public street shall be 10 m	74.75 m	
Rear Yard (min)	9 m, except that a minimum rear yard abutting a residential use or an improved public street shall be 18 m	12.99 m	
Gross Floor Area (min)	1 storey: 90 m <sup>2</sup> , except that where no full basement or cellar is provided, the minimum floor area shall be 105m <sup>2</sup>	750 m² 675m² (excluding 10% floor area devoted to ancillary employee uses)	
Height (max)	10 m	10 m	
Parking	1 space per 40m <sup>2</sup> of Commercial Floor Area	18 spaces includes 1 barrier free space	

Building Coverage: 1,110m<sup>2</sup>

126.

54m



#### Drawing #1 Dated December 1, 2021

Revision No.	Date	Issued	Revision		Ву
200-540 BINGEMAN	S CENTRE DR. KITCHENER	<b>BC</b> R, ON, N2B 3X9   P: 519	URE & L AR	ANN BAND ANDS CHITE(	ESIGN CAPE CTURE
Stamp				Date Sep	otember 27, 20
				Drawn By	LC
				Plan Scale	1:400
				File No.	20419A
				Checked By	тн
				Other	
	<b>SOUTHGA</b> SHIP OF SO				nom
File Name	SITE P	LAN		Dwg No. 1 c	of 1
				-	

#### The Corporation of the Township of Southgate

#### By-law Number 2021-174

being a by-law to appoint an alternate Emergency Information Officer (EIO) for the Township of Southgate

**Whereas** the Emergency Management and Civil Protection Act R.S.O. 1990 and O. Reg. 380/04 requires that all municipalities establish specific requirements for three levels of emergency management; and

**Whereas** municipalities are required to designate an employee of the municipality to act as its Emergency Information Officer; and

**Whereas** By-law number 2021-008 appointed an Emergency Information Officer for the Township of Southgate; and

**Whereas** it is desirable that the Township of Southgate appoint an Alternate Emergency Information Officer to act as the Emergency Information Officer when required,

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

- 1. **That** Holly Malynyk be designated as the Alternate Emergency Information Officer for the Township of Southgate; and
- 2. **That** this by-law comes into force and effect upon passing.

#### Read a first, second and third time and finally passed this 1<sup>st</sup> day of December, 2021.

John Woodbury – Mayor

**Lindsey Green - Clerk** 

#### The Corporation of the Township of Southgate By-law Number 2021-179

#### being a by-law to establish a highway in the former Township of Proton

**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** 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:

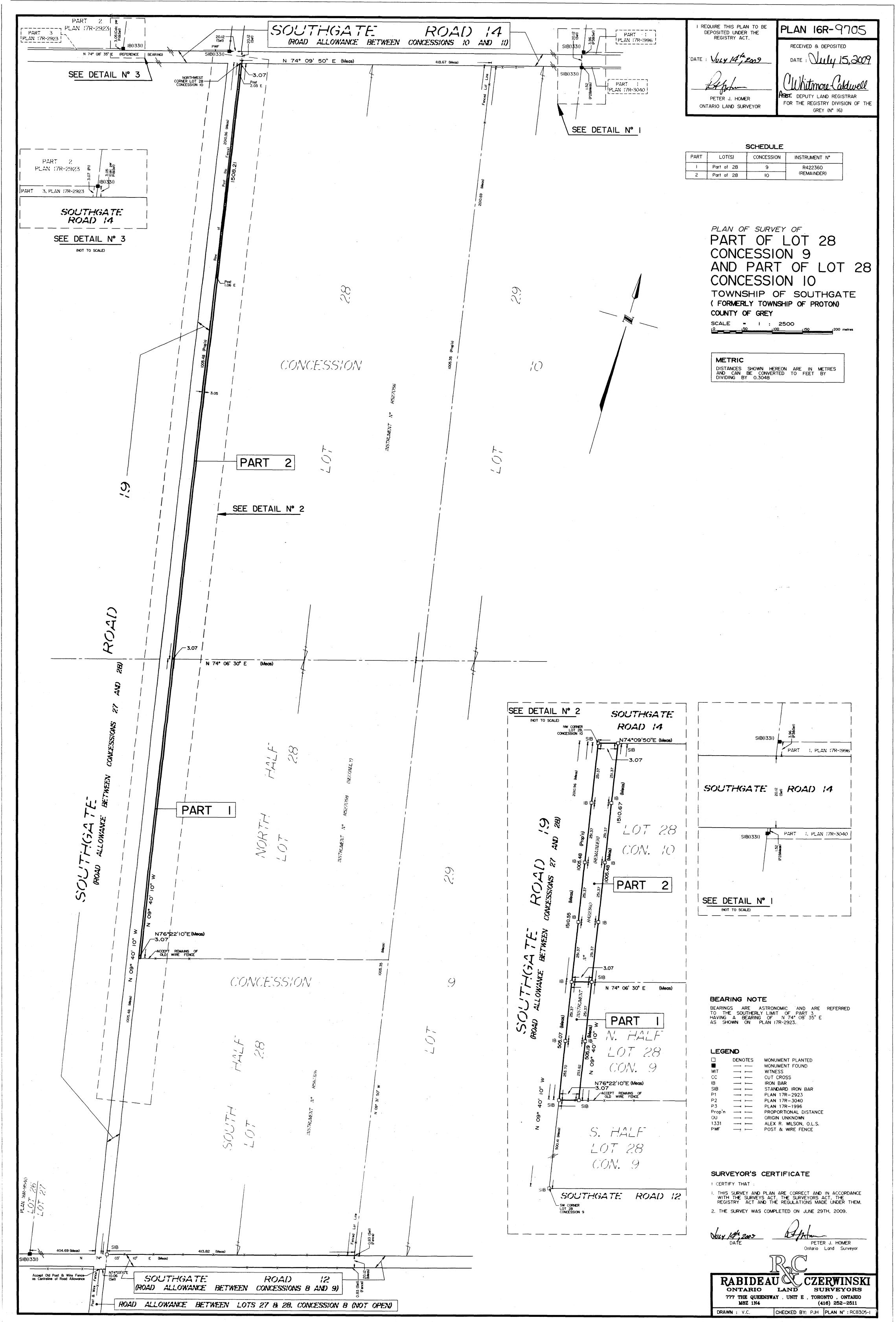
1. **That** the following lands are hereby established as a highway pursuant to Section 26 of the Act:

Pt Lot 28, Concession 10, Geographic Township of Proton, Part 2 on a plan of survey deposited as Plan 16R-9705 on the 15<sup>th</sup> 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 $\mathbf{1}^{st}$ day of December, 2021.

John Woodbury – Mayor

Lindsey Green – Clerk



468

.

**Township of Southgate** Administration Office

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



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

#### Staff Report PW2021-056

Title of Report:PW2021-056 Department ReportDepartment:Public WorksBranch:NoneCouncil Date:December 1, 2021

**Recommendation:** 

Be it resolved that Council receive Staff Report PW2021-056 for information.

#### Background:

Public Works Department update.

#### Staff Comments:

- 1. Transportation and Public Safety:
  - Southgate Sideroad 49 between Highway 89 and Southgate Road 04 had guiderail installation completed, and the road section was opened back up for public travel on November 23, 2021.
- 2. R.J. Burnside engineers hosted the Love-Sherk Municipal Drain Petition meeting on Saturday November 20, 2021, 9 people attended the meeting.
- 3. Intersection signs have been taken down and stolen 3 times in last few months taking Aunt Mary Boulevard signs particularly, this is a cost to all tax payers for replacement.

#### Waste Resources and Diversion Management:

- With the winding down of the Municipal Hazardous and Special Waste programs and the end of the Stewardship Ontario branding of the "Orange Drop" municipalities can no longer use that terminology moving forward. Southgate staff, with preparing of the 2022 Waste Calendar have renamed the Hazardous and Special Products mobile container as the Southgate "Haz Bin".
- 2. The Haz Bin has now returned to the Egremont Transfer Station for receiving Hazardous and Special Products.

#### Financial Implications:

These items are included in 2021 Operating and Capital Budgets. Sign replacement cost for labour and materials are estimated at \$100.00 each time.

#### **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 PW2021-056 for information.

Respectfully Submitted,

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

CAO Approval: Original Signed By
Dave Milliner, CAO

Attachments:

## SAUGEEN VALLEY CONSERVATION AUTHORITY

Conservation through Cooperation

## MINUTES

Meeting: Date: Location:	Authority Meeting Thursday October 21, 2021, 1:00 p.m. Electronic
Chair:	Maureen Couture
Members present:	Paul Allen, Mark Davis, Barbara Dobreen, Dan Gieruszak, Cheryl Grace, Tom Hutchinson, Steve McCabe, Don Murray, Mike Myatt, Mike Niesen, Sue Paterson, Diana Rae, Christine Robinson, Bill Stewart
Others present:	Jennifer Stephens, General Manager / Secretary-Treasurer Erik Downing, Manager, Environmental Planning and Regulations Donna Lacey, Manager, Forestry and Lands Laura Molson, Manager, Corporate Services Nicole Gibson, Regulations Officer Anthony Quipp, Field Operations Assistant Janice Hagan, Executive Assistant / Recording Secretary

Chair Maureen Couture called the meeting to order at 1:00 p.m.

#### 1. Land Acknowledgement

The following Land Acknowledgement was read by Tom Hutchinson:

As we work towards reconciliation with Indigenous people, we begin our meeting today by respectfully acknowledging that we are situated on Traditional Territories and Treaty Lands, in particular those of the Chippewas of Saugeen Ojibway Territory known as the Saugeen Ojibway Nation.

As shared stewards of Ontario's land and water resources – along with the First Nations community – Saugeen Valley Conservation Authority appreciates and respects the history and diversity of the land and its peoples and are grateful to have the opportunity to meet in this territory.

#### 2. Adoption of Agenda

It was noted that an amended agenda had been circulated with an update to Item 10 - Closed Session as the subject matter to be considered was added. Bill Stewart requested that a point of discussion under New Business regarding the potential partnership with Insurance companies to upgrade floodplain mapping.

Motion #G21-102 Moved by Diana Rae Seconded by Paul Allen THAT the agenda be adopted as amended.

CARRIED

#### 3. Declaration of Pecuniary Interest

No persons declared a pecuniary interest relative to any item on the agenda.

#### 4. Approval of Authority Meeting Minutes

a. September 16, 2021 – Authority Meeting

#### Motion #G21-103

Moved by Mike Myatt Seconded by Steve McCabe THAT the minutes of the Authority meeting, held on September 16, 2021, be approved as circulated.

CARRIED

b. September 24, 2021 – Authority Meeting

#### Motion #G21-104

Moved by Dan Gieruszak Seconded by Cheryl Grace THAT the minutes of the Authority meeting, held on September 24, 2021, be approved as circulated.

CARRIED

#### 5. Introductions of New Staff

The following new staff were introduced:

- a. Anthony Quipp Field Operations Assistant
- b. Nicole Gibson Regulations Officer

#### 6. Matters Arising from the Minutes

a. 2022 Budget

#### Motion #G21-105

Moved by Bill Stewart Seconded by Diana Rae THAT the SVCA Board of Directors approve the 2022 draft budget in principle; and

FURTHER THAT staff be authorized to forward the draft budget to the Authority's watershed municipalities for a 30-day review.

CARRIED

a. Establishment of Vaccination Policy

Jennifer Stephens reviewed the submitted report. She indicated that new hires are not required to be vaccinated at the start of employment but will be required to receive vaccination education and antigen testing during the probationary period.

The policy will apply immediately, but it was noted that the SVCA Bylaws will need to be updated to reflect changes. Several Directors requested that all staff be tested regardless of vaccination status. The Directors requested that the policy be scrutinized by legal counsel. The motion recommended by staff was amended to include changes that the Board discussed during the meeting.

#### Motion #G21-106

Moved by Barbara Dobreen

Seconded by Cheryl Grace

WHEREAS Saugeen Valley Conservation Authority has a responsibility under the Occupational Health and Safety Act to take all reasonable precautions to protect the health and safety of its workers; and

WHEREAS the addition of a vaccine policy would demonstrate the Authority's ongoing commitment to following public health guidance and our commitment to taking all reasonable precautions to protect staff from COVID-19;

THEREFORE BE IT RESOLVED THAT the attached vaccine policy together with changes discussed at this meeting be adopted by the Board for establishment at Saugeen Valley Conservation Authority.

#### CARRIED

#### Motion to Reconsider:

It was noted that the obligation of vaccinated staff to be tested is included in the changes discussed as referred to in the motion. Director Dobreen recommended that this should be reconsidered.

#### Motion #G21-107

Moved by Barbara Dobreen Seconded by Cheryl Grace THAT the foregoing motion be reconsidered.

CARRIED

Amended Motion: Motion #G21-108 Moved by Paul Allen Seconded by Diana Rae THAT vaccinated employees receive periodic testing.

DEFEATED

Authority Meeting – October 21, 2021

#### Motion #G21-109

Moved by Barbara Dobreen Seconded by Cheryl Grace WHEREAS Saugeen Valley Conservation Authority has a responsibility under the Occupational Health and Safety Act to take all reasonable precautions to protect the health and safety of its workers; and

WHEREAS the addition of a vaccine policy would demonstrate the Authority's ongoing commitment to following public health guidance and our commitment to taking all reasonable precautions to protect staff from COVID-19;

THEREFORE BE IT RESOLVED THAT the attached vaccine policy be adopted by the Board for establishment at Saugeen Valley Conservation Authority.

CARRIED

b. SVCA Logo

Jennifer Stephens announced that the logo selected was Logo 7. This selection was arrived at by way of polling of staff and directors.

#### Motion #G21-110

Moved by Tom Hutchinson Seconded by Steve McCabe BE IT RESOLVED THAT the Board of Directors support the selection of Logo 7 as the new SVCA logo.

#### CARRIED

#### 7. General Manager's Report

#### COVID-19 update:

Staff have begun to return to the office at approximately 60- 70% capacity. The office will continue to be open to the public by appointment only. Any person coming into the building must continue to complete a COVID-19 screening questionnaire. General practices and protocols continue to be followed.

#### Looking ahead

A draft of the Strategic Plan will be brought to the Board of Directors in the near future for consideration. Discussion of targets and deliverables under the *Conservation Authorities Act* will be discussed as the new Regulations have now been released.

#### Website

The new website is nearing completing and will be launched mid-November.

#### Logo and re-branding

A logo has been chosen and text revisions are in progress. The Brand guidelines will now be completed, and logo templates will be created by eSolutions.

#### Campgrounds

Campgrounds have been closed for the season. A new playground has been installed at Durham CA.

#### NWMO water quality sampling

The project quality planning work has been completed and sampling will begin next week. Stream gauges will be installed on the Teeswater River within the next 3 weeks. Discussion regarding a partnership with NWMO with respect to 2022 sampling initiative is developing.

#### **Provincial investment announcement**

The Ontario government has invested \$2.5 million for 19 projects and initiatives to protect the health of the Great Lakes. \$16,000 is planned for the Pine River Watershed Initiative Network, to implement agricultural best practices such as plantings to reduce soil erosion and livestock stream crossings. Staff will provide water quality test results to the network on a bi-annual basis. \$300,000 was provided to Ausauble Bayfield CA to provide soil management and crop production support for farmers. This money is to be split with all CA's across the Lake Huron shoreline.

#### **Bruce Power announcement**

Bruce Power is working with SVCA to develop a five-year implementation plan to support tree planting. As well Bruce Power has agreed to a partnership with Alternative Land Use Services (ALUS) Grey Bruce to undertake carbon sequestration, water quality improvements and habitat protection projects on marginal lands.

#### 8. Consent Agenda

#### Motion #G21-111

Moved by Cheryl Grace Seconded by Don Murray THAT the reports, Minutes, and information contained in the Consent Agenda, [item 8], along with their respective recommended motions be accepted as presented.

#### CARRIED

#### 9. New Business

a. Conservation Authorities Act- Phase One Regulations

The GM/S-T discussed the overview and transition timeline of the Mandatory Programs and Services Regulation which will come into force January 1, 2022. Staff are preparing an inventory of programs and services for discussion with watershed municipalities to be submitted to the province by February 2022. A draft transition plan will be circulated to the Board in November.

The second phase includes consultation and entering into agreements with participating municipalities to be completed by January 1, 2024. A final report is to be submitted to the Ministry of Environment, Conservation and Parks (MECP) by January 31, 2024.

#### Motion #G21-112 Moved by Tom Hutchinson

#### Authority Meeting – October 21, 2021

#### Seconded by Barbara Dobreen

BE IT RESOLVED THAT the Board of Directors direct staff to prepare a workplan for the completion of the deliverables required under the mandatory programs and services regulation.

#### b. Designating SVCA staff as Officers

Donna Lacey requested that the Field Operations Assistant be designated as an Officer. There was no discussion.

#### Motion #G21-113

Moved by Steve McCabe Seconded by Bill Stewart THAT the following position: Field Operations Assistant be designated as an 'Officer' by the Authority for the purposes of enforcement of Section 29 of the *Conservation Authorities Act*.

c. Partnership with Insurance companies

Director Bill Stewart recommended that SVCA pursue a partnership with Insurance companies to upgrade floodplain mapping in the Saugeen watershed. The Chair recommended that an ad hoc committee be formed to discuss the options. Directors who are interested in joining the committee should reach out to Jennifer.

#### 10. Closed Session

#### Motion #G21-114

Moved by Don Murray Seconded by Sue Paterson THAT the Authority move to Closed Session, In Camera to discuss litigation or potential litigation matters affecting the Authority, and to receive advise that is subject to solicitor-client privilege; and further

THAT Jennifer Stephens, Laura Molson and Janice Hagan remain in the meeting; and further

THAT Donna Lacey remain in the meeting for item 4(a).

#### CARRIED

#### Motion #G21-117 Moved by Barbara Dobreen Seconded by Christine Robinson THAT the Authority adjourn from Closed Session, In Camera, and rise and report.

CARRIED

Chair Couture reported that litigation or potential litigation matters effecting the Authority and advise subject to solicitor-client privilege was received during the closed session. Appropriate direction to staff was given.

There being no further business, the meeting adjourned at 4:01 p.m. on motion of Tom

Authority Meeting – October 21, 2021

Hutchinson and Steve McCabe.

Maureen Couture Chair Janice Hagan Recording Secretary



November 16, 2021

To: Municipalities of the Saugeen Watershed

Dear Municipal Council,

I am pleased to enclose the 2022 Draft Budget for Saugeen Conservation. The package includes all materials that were circulated during our budget review meeting. Materials included are budget summary pages, departmental line by line budgets, and a projected statement of reserves for the next two fiscal year ends. Presentations by department were also made to our Directors, and therefore these are attached for your information.

This Draft Budget provides for a municipal levy increase over the 2021 levy of \$105,170, with an assessment increase of 1.71%.

The 2022 budget affords for the development and population of a new content management system and updates to the policies manual for our Environmental Planning and Regulations department, improvement and refurbishment of trail systems, including foot bridges, at two popular sites, infrastructure at our campgrounds and completion of repairs to water control structures. Also, during the 2022 fiscal year we will be working on compliance with the amendments to the Conservation Authorities Act.

The Authority is scheduled to meet on December 16, 2021 to vote on the acceptance of the 2022 Budget.

Saugeen Valley Conservation Authority looks forward to continuing to work with its municipal stakeholders to protect and enhance the Saugeen Valley watershed.

Sincerely,

Jeanifer Stephen

Jennifer Stephens General Manager/Secretary-Treasurer Saugeen Conservation Encl.



#### Watershed Member Municipalities

Municipality of Arran-Elderslie, Municipality of Brockton, Township of Chatsworth, Municipality of Grey Highlands, Town of Hanover, Township of Howick, Municipality of Morris-Turnberry, Municipality of South Bruce, Township of Huron-Kinloss, Municipality of Kincardine, Town of Minto, Township of Wellington North, Town of Saugeen Shores, Township of Southgate, Municipality of West Grey



## SAUGEEN VALLEY CONSERVATION AUTHORITY SUMMARY 2022

					SOURCES (	of Funding			
	2021 BUDGET	PROPOSED 2022 BUDGET	PROVINCIAL FUNDING	DONATIONS	SPECIAL LEVY	GENERAL LEVY	SELF GENERATED	RESERVES	SURPLUS/ (DEFICIT)
OPERATIONS - GENERAL LEVY	3,051,325	3,435,625	81,400	7,000	93,360	1,867,766	1,139,550	246,549	
OPERATIONS - NON GENERAL LEVY	931,800	997,350					997,350		59,750 <sup>1</sup>
TOTAL	3,983,125	4,432,975	81,400	7,000	93,360	1,867,766	2,136,900	246,549	59,750

Note:

1. Non-General Levy surplus to be put into appropriate reserve for future capital reinvestment into those programs.

## SAUGEEN VALLEY CONSERVATION AUTHORITY PROPOSED OPERATIONS BUDGET (GENERAL LEVY PROGRAMS) 2022

					SOURCES O	F FUNDING	
PROGRAM	2021 BUDGET	PROPOSED 2022 BUDGET	PROVINCIAL FUNDING	DONATIONS	SPECIAL LEVY	GENERAL LEVY	G
Corporate Services							
Administration	546,400	612,300				526,300	
GIS & IT	146,525	162,875				152,875	ļ
Community Relations	135,500	116,300				116,300	ļ
Education	98,750	105,550		7,000		66,550	
ENVIRONMENTAL PLANNING & REGULATIONS	919,250	1,060,800				342,800	
WATER RESOURCES							
Flood Forecasting & Warning	212,500	217,000	81,400			134,050	
Flood Control Structures	170,300	168,150			93,360	62,241	
Water Quality	99,400	109,650				109,650	
FORESTRY, LANDS & STEWARDSHIP	_						
Non-Revenue Parks & Land Management	358,600	408,500				328,500	
Forestry & Lands, Stewardship	364,100	474,500				28,500	
TOTAL PROGRAM OPERATIONS	3,051,325	3,435,625	81,400	7,000	93,360	1,867,766	

SELF GENERATED	RESERVES
55,000	31,000
	10,000
32,000	
658,000	60,000
1,550	
	12,549
20,000	60,000
373,000	73,000
1,139,550	246,549

### SAUGEEN VALLEY CONSERVATION AUTHORITY PROPOSED OPERATIONS BUDGET (PROGRAMS NOT SUPPORTED BY GENERAL LEVY) 2022

PROGRAM	2021 BUDGETED REVENUE	2021 BUDGETED EXPENSES	2021 BUDGETED SURPLUS	2022 PROJECTED REVENUE	2022 PROJECTED EXPENSES	2022 PROJECTED SURPLUS	APPROPRIATION OF SURPLUS
FORESTRY, LANDS & STEWARDSHIP							
Agricultural Lands	15,500	10,900	4,600	17,000	10,400	6,600	Ag Lands Reserve
Motor Pool	253,000	223,400	29,600	207,000	167,500	39,500	Motor Pool Reserve
Brucedale C.A.	89,300	75,900	13,400	110,500	101,250	9,250	Saugeen Parks Reserve
Durham C.A.	291,600	291,600	0	306,700	304,300	2,400	Saugeen Parks Reserve
Saugeen Bluffs C.A.	320,000	320,000	0	395,900	393,900	2,000	Saugeen Parks Reserve
WATER RESOURCES							
Capital Water Projects	10,000	10,000	0	20,000	20,000	0	
	979,400	931,800	47,600	1,057,100	997,350	59,750	

#### SAUGEEN VALLEY CONSERVATION AUTHORITY PROPOSED 2022 GENERAL LEVIES

		2021										
		Current Value	2021 CVA	CVA Based								
	% in	Assessment (CVA)	(Modified) in	Apportionment	% Change In	% Change In	2021 Actual	0% levy	2022 Proposed	\$ Change In	% Change In	Municipal
Municipality	CA	(Modified)	Watershed	Percentage	Apportionment	Assessment	General Levy	change	General Levy	General Levy	General Levy	levy impact
Arran-Elderslie	48	775,518,541	372,248,900	2.5157	-2.14%	0.64%	\$ 44,049	\$ 44,330	\$ 46,980	\$2,650	6.02%	0.048%
Brockton	100	1,274,775,507	1,274,775,507	8.6150	-1.01%	0.59%	\$ 150,947	\$ 151,837	\$ 160,901	\$9,065	6.01%	0.094%
Chatsworth	49	905,241,900	443,568,531	2.9977	-2.13%	0.88%	\$ 52,364	\$ 52,826	\$ 55,983	\$3,157	6.03%	0.054%
Grey Highlands	31	2,087,006,968	646,972,160	4.3723	-0.59%	1.39%	\$ 75,997	\$ 77,052	\$ 81,655	\$4,603	6.06%	0.039%
Hanover	100	973,869,856	973,869,856	6.5815	-1.14%	2.16%	\$ 113,545	\$ 115,993	\$ 122,920	\$6,927	6.10%	0.094%
Howick	8	511,646,333	40,931,707	0.2766	5.98%	2.15%	\$ 4,762	\$ 4,864	\$ 5,160	\$296	6.21%	0.008%
Huron-Kinloss	57	1,448,184,069	825,464,919	5.5785	-1.59%	0.39%	\$ 97,930	\$ 98,316	\$ 104,187	\$5,872	6.00%	0.065%
Kincardine	100	2,601,952,902	2,601,952,902	17.5841	-1.54%	1.03%	\$ 306,760	\$ 309,926	\$ 328,424	\$18,498	6.03%	0.096%
Minto Town	36	1,099,560,433	395,841,756	2.6751	2.03%	2.22%	\$ 46,114	\$ 47,140	\$ 49,958	\$2,818	6.11%	0.050%
Morris-Turnberry	5	566,737,837	28,336,892	0.1915	4.30%	1.30%	\$ 3,490	\$ 3,535	\$ 3,669	\$134	3.83%	0.003%
Saugeen Shores	100	3,099,401,113	3,099,401,113	20.9459	0.26%	2.81%	\$ 359,105	\$ 369,180	\$ 391,214	\$22,034	6.14%	0.122%
South Bruce	99	716,330,698	709,167,391	4.7926	-0.68%	0.97%	\$ 83,655	\$ 84,463	\$ 89,508	\$5,045	6.03%	0.099%
Southgate	94	1,069,060,421	1,004,916,796	6.7913	6.18%	3.44%	\$ 115,711	\$ 119,691	\$ 126,839	\$7,148	6.18%	0.055%
Wellington North	33	1,776,628,376	586,287,364	3.9622	2.71%	1.72%	\$ 68,644	\$ 69,826	\$ 73,997	\$4,172	6.08%	0.080%
West Grey	100	1,793,423,612	1,793,423,612	12.1201	0.64%	1.80%	\$ 209,848	\$ 213,618	\$ 226,370	\$12,752	6.08%	0.116%
			14,797,159,406	100.00	0.00%	1.71%	\$ 1,732,921	\$ 1,838,091	\$ 1,867,766	\$105,170	6.07%	

	YTD	Projection December		Proposed	Difference in \$	Difference in % (year
ADMINISTRATION	June 30, 2021	31 2021	Budget 2021	Budget 2022	budget year over	over year only-no
Expenses					year	assessment)
SALARIES	156,123	339,000	332,000	352,000	20,000	6.02%
STAFF BENEFITS	10,297	20,600	22,000	21,000	(1,000)	-4.55%
STAFF BENEFITS - MERCS & OMERS	39,291	72,750	66,000	77,000	11,000	16.67%
STAFF TRAVEL	225	1,000	13,000	10,000	(3,000)	-23.08%
STAFF DEVELOPMENT	206	2,000	2,000	2,000	-	0.00%
STAFF UNIFORMS	-	-	800	500	(300)	-37.50%
OFFICE EXPENSE	5,095	11,475	8,000	8,000	-	0.00%
TELEPHONE	5,310	10,600	11,000	11,500	500	4.55%
UTILITIES	6,990	14,000	19,000	18,000	(1,000)	-5.26%
ADVERTISING	11	500	500	500	-	0.00%
INSURANCE	13,357	26,000	22,000	26,000	4,000	18.18%
HEALTH & SAFETY	16,289	20,000	12,000	20,000	8,000	66.67%
LEGAL FEES	980	2,000	-	1,000	1,000	#DIV/0!
AUDIT FEES	-	11,500	11,500	11,500	-	0.00%
BANK SC & INTEREST	939	1,400	1,000	1,000	-	0.00%
BUILDING MAINTENANCE	14,192	28,700	29,800	58,000	28,200	94.63%
OFFICE EQUIPMENT PURCHASES	-	1,000	1,000	1,000	-	0.00%
PROPERTY TAXES	3,751	8,000	8,000	8,000	-	0.00%
BOARD OF DIRECTOR PER DIEM	9,975	24,000	17,000	20,000	3,000	17.65%
BOARD OF DIRECTOR EXPENSES	1,121	2,000	9,000	6,000	(3,000)	-33.33%
CONSERVATION ONTARIO	28,600	28,600	30,000	30,000	-	0.00%
DONATIONS & GIFTS	253	1,000	4,500	1,000	(3,500)	-77.78%
CONSULTANT FEES	1,018	2,000	-	2,000	2,000	#DIV/0!
RESOURCE CENTRE EXPENSES	2,069	4,000	4,000	4,000	-	0.00%
ADMINISTRATION OVERHEAD	(40,290)	(77,700)	(77,700)	(77,700)	-	0.00%
Revenues						
GENERAL LEVY	245,003	490,000	490,000	526,300	36,300	7.41%
RESERVES	-	4,800	4,800	31,000	26,200	545.83%
RENTAL REVENUE	-	-	300	-	(300)	-100.00%
BANK INTEREST	3,127	49,000	49,300	50,000	700	1.42%
MISCELLANEOUS	3,065	3,500	2,000	5,000	3,000	150.00%
Net Revenue	(24,607)	(7,125)	-	-	-	#DIV/0!
Total Budget			546,400	612,300	65,900	12.06%

GEOGRAPHIC INFORMATION SYSTEMS & INFORMATION TECHNOLOGY	YTD June 30, 2021	Projection December 31 2021	Budget 2021	Proposed Budget 2022	Difference in \$ budget year over year	Difference in % (year over year only-no assessment)
Expenses						
SALARIES	35,039	75,900	75,750	78,000	2,250	2.97%
STAFF BENEFITS	2,841	5,500	5,400	5,500	100	1.85%
STAFF BENEFITS - MERCS & OMERS	8,623	16,000	15,800	16,800	1,000	6.33%
STAFF TRAVEL	-	300	1,000	1,000	-	0.00%
STAFF DEVELOPMENT	-	1,000	1,000	1,000	-	0.00%
STAFF UNIFORMS	-	-	300	300	-	0.00%
OFFICE EXPENSE	12	250	250	250	-	0.00%
TELEPHONE	305	625	625	625	-	0.00%
IT HARDWARE & SOFTWARE LICENSING	6,746	18,000	16,000	26,000	10,000	62.50%
ADMINISTRATION OVERHEAD	2,302	4,400	4,400	4,400	-	0.00%
CONSULTANT FEES	12,925	25,000	25,000	28,000	3,000	12.00%
RESERVE PAYMENT (ORTHO)	500	1,000	1,000	1,000	-	0.00%
Revenues						
GENERAL LEVY	73,263	146,525	146,525	152,875	6,350	4.33%
RESERVES	-	-	-	10,000	10,000	#DIV/0!
MISCELLANEOUS	50	200	-	-	-	#DIV/0!
Net Revenue	4,020	(1,250)	-	-	-	#DIV/0!
Total Budget			146,525	162,875	16,350	11.16%

	YTD	Projection December		Proposed	Difference in \$	Difference in % (year
COMMUNITY RELATIONS	June 30, 2021	31 2021	Budget 2021	Budget 2022	budget year over	over year only-no
Expenses					year	assessment)
SALARIES	22,841	46,800	60,000	62,000	2,000	3.33%
STAFF BENEFITS	-	1,350	5,400	5,400	-	0.00%
STAFF BENEFITS - MERCS & OMERS	4,029	8,750	12,600	13,200	600	4.76%
STAFF TRAVEL	-	1,700	8,000	6,000	(2,000)	-25.00%
STAFF DEVELOPMENT	-	-	600	600	-	0.00%
STAFF UNIFORMS	-	-	300	500	200	66.67%
OFFICE EXPENSE	620	1,500	2,000	2,000	-	0.00%
TELEPHONE	305	700	700	700	-	0.00%
ADVERTISING	-	1,000	4,000	4,000	-	0.00%
SUBSCRIPTIONS	113	500	500	500	-	0.00%
PRINTING	-	1,500	1,500	1,500	-	0.00%
PROGRAM SUPPLIES	-	500	1,500	1,500	-	0.00%
ADMINISTRATION OVERHEAD	2,302	4,400	4,400	4,400	-	0.00%
SPONSOR/VOLUNTEER RECOGNITION	-	-	1,000	1,000	-	0.00%
WEB PAGE	12,695	35,000	10,000	6,000	(4,000)	-40.00%
REBRANDING	7,897	26,500	10,000	-	(10,000)	-100.00%
DISPLAYS	-	-	6,000	-	(6,000)	-100.00%
COMM.REL. PUBLICATION	-	3,500	7,000	7,000	-	0.00%
Revenues						
GENERAL LEVY	54,750	109,500	109,500	116,300	6,800	6.21%
RESERVES	-	34,000	26,000	-	(26,000)	-100.00%
Net Revenue	3,948	9,800	-	-	-	#DIV/0!
Total Budget			135,500	116,300	(19,200)	-14.17%

	YTD	Projection December		Proposed	Difference in \$	Difference in % (year
EDUCATION	June 30, 2021	31 2021	Budget 2021	Budget 2022	budget year over	over year only-no
Expenses					year	assessment)
SALARIES	19,324	42,000	40,500	43,500	3,000	7.41%
STAFF BENEFITS	2,747	5,400	5,400	5,400	-	0.00%
STAFF BENEFITS - MERCS & OMERS	7,173	13,950	13,700	14,800	1,100	8.03%
STAFF TRAVEL	-	1,000	1,700	1,700	-	0.00%
STAFF DEVELOPMENT	44	100	300	300	-	0.00%
STAFF UNIFORMS	-	-	250	250	-	0.00%
OFFICE EXPENSE	81	300	700	700	-	0.00%
TELEPHONE	305	800	850	800	(50)	-5.88%
PRINTING	-	-	150	150	-	0.00%
PROGRAM SUPPLIES	149	900	1,700	1,700	-	0.00%
ADMINISTRATION OVERHEAD	2,302	4,400	4,400	4,400	-	0.00%
EQUIPMENT RENTAL	-	200	200	200	-	0.00%
FLOODWATERS & YOU	-	-	4,500	4,500	-	0.00%
DEER PROGRAM	6,470	12,500	17,000	18,000	1,000	5.88%
WREN PROGRAM	2,193	3,500	3,500	3,750	250	7.14%
SUMMER PROGRAM	-	4,400	2,200	2,300	100	4.55%
MARCH BREAK PROGRAM	-	-	-	600	600	#DIV/0!
EARTH WEEK PROGRAM	3,042	3,100	1,700	2,500	800	47.06%
Revenues						
GENERAL LEVY	31,300	62,600	62,600	66,550	3,950	6.31%
DONATIONS	-	7,000	7,000	7,000	-	0.00%
DEER PROGRAM (BRUCE POWER)	-	12,425	19,500	21,400	1,900	9.74%
WREN PROGRAM (EDUCATION)	3,561	5,850	3,750	4,500	750	20.00%
SUMMER PROGRAMS	-	5,800	2,900	3,100	200	6.90%
EARTH WEEK PROGRAM	-	3,000	3,000	3,000	-	0.00%
Net Revenue	(8,967)	4,125	-	-	-	#DIV/0!
Total Budget			98,750	105,550	6,800	6.89%

	YTD	Projection December		Proposed	Difference in \$	Difference in % (year
<b>ENVIRONMENTAL PLANNING &amp; REGULATIONS</b>	June 30, 2021	31 2021	Budget 2021	Budget 2022	budget year over	over year only-no
Expenses					year	assessment)
SALARIES	269,201	590,990	598,000	705,000	107,000	17.89%
STAFF BENEFITS	17,073	42,450	48,500	43,000	(5,500)	-11.34%
STAFF BENEFITS - MERCS & OMERS	61,492	123,000	122,000	152,000	30,000	24.59%
STAFF TRAVEL	9,311	21,000	29,000	25,000	(4,000)	-13.79%
STAFF DEVELOPMENT	1,475	4,000	5,000	5,000	-	0.00%
STAFF UNIFORMS	-	-	2,750	4,000	1,250	45.45%
OFFICE EXPENSE	3,512	10,500	12,500	12,500	-	0.00%
TELEPHONE	2,741	7,500	7,500	7,800	300	4.00%
ADVERTISING	1,907	3,000	4,500	4,000	(500)	-11.11%
LEGAL FEES	-	10,000	20,000	20,000	-	0.00%
PLANNING SUPPLIES	-	-	2,500	1,500	(1,000)	-40.00%
ADMINISTRATION OVERHEAD	21,872	40,000	40,000	40,000	-	0.00%
CONSULTANT FEES	2,035	40,000	26,000	40,000	14,000	53.85%
RESERVE PAYMENT (ORTHO)	500	1,000	1,000	1,000	-	0.00%
Revenues						
GENERAL LEVY	166,725	333,450	333,450	342,800	9,350	2.80%
RESERVES	-	10,000	20,000	60,000	40,000	200.00%
PLAN SERVICES	78,294	148,000	140,500	150,000	9,500	6.76%
LEGAL INQUIRIES	12,256	25,000	22,500	27,000	4,500	20.00%
REGULATIONS APPLICATIONS	166,760	296,000	265,200	310,000	44,800	16.89%
MAPS	320	700	500	1,000	500	100.00%
STORMWATER MANAGEMENT	26,783	40,000	30,000	45,000	15,000	50.00%
SPECIFIC PROPERTY INQUIRY FEE	68,237	120,000	107,100	125,000	17,900	16.71%
Net Revenue	128,256	79,710	-	-	-	#DIV/0!
Total Budget			919,250	1,060,800	141,550	15.40%

One additional staff - Resources Information Technician (funded from increased self generated revenues)

	YTD	Projection December		Proposed	Difference in \$	Difference in % (year
FLOOD FORCASTING & WARNING	June 30, 2021	31 2021	Budget 2021	Budget 2022	budget year over	over year only-no
Expenses					year	assessment)
SALARIES	43,033	119,500	120,500	123,000	2,500	2.07%
STAFF BENEFITS	4,054	9,000	9,000	9,000	-	0.00%
STAFF BENEFITS - MERCS & OMERS	10,226	23,000	25,000	26,700	1,700	6.80%
STAFF TRAVEL	3,256	9,500	9,500	9,500	-	0.00%
STAFF DEVELOPMENT	62	1,000	1,000	1,000	-	0.00%
STAFF UNIFORMS	-	200	300	300	-	0.00%
OFFICE EXPENSE	474	750	300	300	-	0.00%
TELEPHONE (STREAM GAUGES)	7,712	15,500	16,500	16,500	-	0.00%
UTILITIES (STREAM GAUGES)	2,264	4,800	4,800	4,800	-	0.00%
INSURANCE	495	1,000	700	1,000	300	42.86%
MATERIALS AND SUPPLIES	225	500	500	500	-	0.00%
STREAMGAUGE MAINTENANCE (DATA-FIELD)	-	15,000	10,000	10,000	-	0.00%
ADMINISTRATION OVERHEAD	2,302	4,400	4,400	4,400	-	0.00%
EQUIPMENT MAINTENANCE (DATA-OFFICE)	51	1,000	1,000	1,000	-	0.00%
SOFTWARE LICENSING	450	8,000	8,000	8,000	-	0.00%
RESERVE PAYMENT (ORTHO & SOFTWARE)	500	1,000	1,000	1,000	-	0.00%
Revenues						
GENERAL LEVY	64,775	129,550	129,550	134,050	4,500	3.47%
MNRF GRANT	40,700	81,400	81,400	81,400	-	0.00%
RESERVES	440	850	850	850	-	0.00%
STREAMGAUGE MAINTENANCE	203	400	400	400	-	0.00%
MISCELLANEOUS	30	300	300	300	-	0.00%
Net Revenue	31,044	(1,650)	-	-	-	#DIV/0!
Total Budget			212,500	217,000	4,500	2.12%

	YTD	Projection December		Proposed	Difference in \$	Difference in % (year
FLOOD CONTROL STRUCTURES	June 30, 2021	31 2021	Budget 2021	Budget 2022	budget year over	over year only-no
Expenses					year	assessment)
SALARIES	16,713	35,200	33,000	35,000	2,000	6.06%
STAFF BENEFITS	1,171	2,300	2,300	2,300	-	0.00%
STAFF BENEFITS - MERCS & OMERS	3,939	6,800	6,700	7,000	300	4.48%
STAFF TRAVEL	1,203	6,000	8,000	8,000	-	0.00%
STAFF DEVELOPMENT	182	700	1,000	1,000	-	0.00%
STAFF UNIFORMS	90	-	250	500	250	100.00%
OFFICE EXPENSE	107	750	1,000	1,000	-	0.00%
TELEPHONE	339	1,000	1,000	1,000	-	0.00%
INSURANCE	402	750	750	750	-	0.00%
ADMINISTRATION OVERHEAD	2,302	4,400	4,400	4,400	-	0.00%
STEWARDSHIP SERVICES	2,152	10,000	15,000	-	(15,000)	-100.00%
DURHAM ICE MANAGEMENT	3,587	10,000	10,000	10,000	-	0.00%
DURHAM LOWER DAM	2,202	6,500	6,500	6,500	-	0.00%
DURHAM MIDDLE DAM	6,498	9,500	9,500	12,000	2,500	26.32%
DURHAM UPPER DAM	7,466	14,000	14,000	15,000	1,000	7.14%
INVERHURON FLOOD CONTROL	1,734	8,000	8,000	4,000	(4,000)	-50.00%
KINCARDINE PROJECTS	120	1,400	1,400	4,000	2,600	185.71%
NEUSTADT FLOOD CONTROL	303	5,500	5,500	6,000	500	9.09%
PAISLEY DYKE	13,625	28,000	28,000	28,000	-	0.00%
PINKERTON DYKE	106	400	400	800	400	100.00%
SOUTHAMPTON EROSION CONTROL	-	1,200	1,200	2,500	1,300	108.33%
WALKERTON DYKES	4,697	12,000	12,000	18,000	6,000	50.00%
MOUNT FOREST DAM MAINTENANCE	-	400	400	400	-	0.00%
Revenues						
GENERAL LEVY	28,047	56,094	56,094	62,241	6,147	10.96%
SPECIAL LEVY	42,071	84,141	84,141	93,361	9,220	10.96%
RESERVES	7,533	25,065	30,065	12,549	(17,516)	-58.26%
Net Revenue	8,713	500	-	-	-	#DIV/0!
Total Budget			170,300	168,150	(2,150)	-1.26%

	YTD	Projection December		Proposed	Difference in \$	Difference in % (year
WATER QUALITY	June 30, 2021	31 2021	Budget 2021	Budget 2022	budget year over	over year only-no
Expenses					year	assessment)
SALARIES	26,403	57,000	53,300	58,000	4,700	8.82%
STAFF BENEFITS	2,642	5,300	5,300	5,300	-	0.00%
STAFF BENEFITS - MERCS & OMERS	6,164	12,000	11,350	12,500	1,150	10.13%
STAFF TRAVEL	1,825	6,500	6,500	6,500	-	0.00%
STAFF DEVELOPMENT	63	1,000	1,000	1,200	200	20.00%
STAFF UNIFORMS	-	300	300	300	-	0.00%
OFFICE EXPENSE	80	500	300	300	-	0.00%
TELEPHONE	307	650	650	650	-	0.00%
PROGRAM SUPPLIES	33	1,000	1,000	1,200	200	20.00%
ADMINISTRATION OVERHEAD	2,302	4,400	4,400	4,400	-	0.00%
SOFTWARE LICENSING	-	2,500	-	2,500	2,500	#DIV/0!
GROUNDWATER MAINTENANCE EXP.	51	1,300	1,300	1,800	500	38.46%
BRUCE POWER MONITORING	1,585	2,500	-	-	-	#DIV/0!
SURFACE ANALYSIS	5,477	13,000	13,000	14,000	1,000	7.69%
BIOLOGICAL EQUIPMENT EXP.	281	1,000	1,000	1,000	-	0.00%
Revenues						
GENERAL LEVY	49,700	99,400	99,400	109,650	10,250	10.31%
BRUCE POWER MONITORING	-	2,500	-	-	-	#DIV/0!
MISCELLANEOUS	195	400	-	-	-	#DIV/0!
Net Revenue	2,682	(6,650)	-	-	-	#DIV/0!
Total Budget			99,400	109,650	10,250	10.31%

	YTD	Projection December		Proposed	Difference in \$	Difference in % (year
NON REVENUE PARKS & LAND MANAGEMENT	June 30, 2021	31 2021	Budget 2021	Budget 2022	budget year over	over year only-no
Expenses					year	assessment)
SALARIES	43,662	161,900	161,900	174,000	12,100	7.47%
STAFF BENEFITS	2,937	11,000	11,000	11,000	-	0.00%
STAFF BENEFITS - MERCS & OMERS	10,014	31,200	31,200	34,400	3,200	10.26%
STAFF TRAVEL	6,013	15,000	12,000	15,000	3,000	25.00%
STAFF DEVELOPMENT	712	1,000	2,000	2,000	-	0.00%
STAFF UNIFORMS	322	700	1,000	1,500	500	50.00%
OFFICE EXPENSE	139	600	1,000	1,000	-	0.00%
TELEPHONE	1,477	4,000	4,000	4,500	500	12.50%
UTILITIES	7,548	17,500	18,000	18,000	-	0.00%
ADVERTISING	-	500	1,000	1,000	-	0.00%
INSURANCE	7,689	13,500	13,500	14,000	500	3.70%
PARK REPAIRS & MAINTENANCE	20,556	50,000	60,000	85,000	25,000	41.67%
HAZARD TREES	-	15,000	12,000	15,000	3,000	25.00%
PARK SUPPLIES	2,885	6,000	5,000	6,000	1,000	20.00%
WATER SAMPLING COSTS	357	1,500	1,500	1,500	-	0.00%
PROPERTY TAXES	3,788	8,500	8,500	9,000	500	5.88%
PARK SIGNAGE	-	500	1,500	1,500	-	0.00%
ADMINISTRATION OVERHEAD	1,151	2,100	2,100	2,100	-	0.00%
EQUIPMENT RENTAL	2,164	6,000	7,000	7,000	-	0.00%
DURHAM DAY USE WATER	345	1,500	1,500	1,500	-	0.00%
SHOP SUPPLIES	554	2,300	2,300	2,500	200	8.70%
SMALL TOOLS	-	1,000	600	1,000	400	66.67%
Revenues						
GENERAL LEVY	152,900	305,800	305,800	328,500	22,700	7.42%
DONATIONS	-	-	-	-	-	#DIV/0!
RESERVES	-	25,000	35,000	60,000	25,000	71.43%
RENTAL REVENUE	5,961	12,000	12,000	12,000	-	0.00%
ADMISSION NON REVENUE PARKS	3,703	6,000	5,000	7,000	2,000	40.00%
MISCELLANEOUS	1,280	1,600	800	1,000	200	25.00%
Net Revenue	51,531	(900)	-	-	-	#DIV/0!
Total Budget			358,600	408,500	49,900	13.92%

	YTD	Projection December		Proposed	Difference in \$	Difference in % (year
FORESTRY & STEWARDSHIP	June 30, 2021	31 2021	Budget 2021	Budget 2022	budget year over	over year only-no
Expenses					year	assessment)
SALARIES - REGULAR	64,383	92,500	90,000	157,000	, 67,000	74.44%
STAFF BENEFITS	5,594	11,100	11,100	16,500	5,400	48.65%
STAFF BENEFITS - MERCS & OMERS	15,177	21,000	19,000	34,000	15,000	78.95%
STAFF TRAVEL	11,016	24,000	26,500	29,000	2,500	9.43%
STAFF DEVELOPMENT	2,644	7,100	12,000	15,000	3,000	25.00%
STAFF UNIFORMS	-	200	800	2,000	1,200	150.00%
OFFICE EXPENSE	762	2,300	2,500	5,000	2,500	100.00%
TELEPHONE	620	1,600	2,200	2,500	300	13.64%
ADVERTISING	714	1,800	2,000	2,000	-	0.00%
FORESTRY SUPPLIES	1,951	7,000	7,000	7,000	-	0.00%
EQUIPMENT PURCHASE	-	5,000	5,000	7,000	2,000	40.00%
FORESTRY WORKS	-	8,000	8,000	5,000	(3,000)	-37.50%
PROPERTY TAXES	22,407	35,000	35,000	35,000	-	0.00%
SIGNS	218	500	1,000	1,000	-	0.00%
ADMINISTRATION OVERHEAD	3,453	9,000	9,000	9,000	-	0.00%
EQUIPMENT RENTAL	843	3,000	3,500	3,500	-	0.00%
STEWARDSHIP SERVICES	-	-	-	15,000	15,000	#DIV/0!
RESERVE PAYMENT (ORTHO)	500	1,000	1,000	1,000	-	0.00%
FORESTRY DISPLAYS	-	-	1,000	1,000	-	0.00%
NURSERY STOCK PURCHASES	69,905	70,000	100,000	100,000	-	0.00%
LANDSCAPE STOCK PURCHASE	8,201	8,200	6,000	6,000	-	0.00%
ARBOUR DAY PURCHASES	14,060	14,100	20,000	20,000	-	0.00%
SPRAYING EXPENSE	2,046	2,100	1,000	1,000	-	0.00%
EMERALD ASH BORER EXPENSE	-	-	500	-	(500)	-100.00%
Revenues						
GENERAL LEVY - STEWARDSHIP	-	-	-	28,500	28,500	#DIV/0!
DONATIONS	1,000	1,000	-	-	-	#DIV/0!
RESERVES - STEWARDSHIP	-	-	-	73,000	73,000	#DIV/0!
FOREST PRODUCTS	-	180,000	180,000	180,000	-	0.00%
TREE PLANTING	18,340	21,000	30,000	30,000	-	0.00%
NURSERY STOCK	40,473	52,000	100,000	100,000	-	0.00%
MFTIP	8,028	12,000	12,000	12,000	-	0.00%
MARKING & PRUNING	1,715	2,000	1,000	2,000	1,000	100.00%
LANDSCAPE STOCK	10,444	10,500	6,000	13,000	7,000	116.67%
SPRAYING	-	5,000	15,000	10,000	(5,000)	-33.33%
ARBOUR DAY SALES	10,948	15,000	23,000	23,000	-	0.00%
EAB TREATMENT	-	750	750	-	(750)	-100.00%
MISCELLANEOUS	2,920	3,500	1,000	3,000	2,000	200.00%
Net Revenue	(130,626)	(21,750)	4,650	-	(4,650)	-100.00%
Total Budget			364,100	474,500	110,400	30.32%

One additional staff - Lands & Stewardship Technician (funded 1/3 through levy & 2/3 through reserves)

	YTD Projection December Proposed		Difference in \$	Difference in % (year		
AGRICULTURAL LANDS	June 30, 2021	31 2021	Budget 2021	Budget 2022	budget year over	over year only-no
Expenses					year	assessment)
SALARIES	762	4,000	5,000	5,000	-	0.00%
STAFF BENEFITS - MERCS & OMERS	130	800	900	900	-	0.00%
STAFF TRAVEL	-	800	1,000	1,000	-	0.00%
REPAIR & MAINTENANCE	-	1,500	1,800	1,500	(300)	-16.67%
PROPERTY TAXES	812	1,400	1,400	1,500	100	7.14%
EQUIPMENT RENTAL	-	500	800	500	(300)	-37.50%
Revenues						
LAND RENTAL	5,251	15,500	15,500	17,000	1,500	9.68%
Net Revenue	3,547	6,500	4,600	6,600	2,000	43.48%
Total Budget			10,900	10,400	(500)	-4.59%

	YTD	Projection December		Proposed	Difference in \$	Difference in % (year
MOTOR POOL	June 30, 2021	31 2021	Budget 2021	Budget 2022	budget year over	over year only-no
Expenses					year	assessment)
SALARIES	7,501	16,500	16,500	17,000	500	3.03%
STAFF BENEFITS - MERCS & OMERS	1,547	3,400	3,400	3,500	100	2.94%
EQUIPMENT PURCHASE	43,350	43,350	40,000	23,000	(17,000)	-42.50%
VEHICLE FUEL	9,910	30,000	35,000	35,000	-	0.00%
EQUIPMENT FUEL	1,399	4,500	5,500	5,500	-	0.00%
VEHICLE REPAIRS & MAINTENANCE	5,601	12,500	12,500	12,500	-	0.00%
EQUIPMENT REPAIRS & MAINTENANC	11,553	12,500	8,000	10,000	2,000	25.00%
OFFICE EQUIPMENT REP & MAINT	3,961	8,000	10,000	8,000	(2,000)	-20.00%
LICENCES & INSURANCE	7,083	12,500	12,500	13,000	500	4.00%
VEHICLE PURCHASE	72,981	73,000	80,000	40,000	(40,000)	-50.00%
Revenues						
RESERVES	72,981	80,000	80,000	40,000	(40,000)	-50.00%
VEHICLE RENTAL	31,086	100,000	135,000	135,000	-	0.00%
EQUIPMENT RENTAL	5,160	15,000	20,000	20,000	-	0.00%
OFFICE EQUIPMENT RENTAL	-	4,000	12,000	12,000	-	0.00%
SALE OF MOTOR POOL ASSETS	-	6,000	6,000	-	(6,000)	-100.00%
Net Revenue	(55,659)	(11,250)	29,600	39,500	9,900	33.45%
Total Budget			223,400	167,500	(55,900)	-25.02%

	YTD	Projection December		Proposed	Difference in \$	Difference in % (year
BRUCEDALE CA	June 30, 2021	31 2021	Budget 2021	Budget 2022	budget year over	over year only-no
Expenses					year	assessment)
SALARIES	4,203	7,700	7,700	9,000	1,300	16.88%
SALARIES - CONTRACT	5,200	16,200	16,200	16,800	600	3.70%
SALARIES - SEASONAL	285	3,000	3,000	3,000	-	0.00%
STAFF BENEFITS - MERCS & OMERS	1,863	2,450	2,450	2,800	350	14.29%
STAFF TRAVEL	330	1,000	1,200	1,200	-	0.00%
STAFF UNIFORMS	-	-	250	250	-	0.00%
OFFICE EXPENSE	2,111	5,000	5,000	5,000	-	0.00%
TELEPHONE	554	2,600	2,600	2,600	-	0.00%
UTILITIES	3,380	12,500	12,500	13,000	500	4.00%
ADVERTISING	95	300	300	300	-	0.00%
INSURANCE	1,193	2,000	2,000	2,000	-	0.00%
PRINTING	-	-	100	250	150	150.00%
PARK REPAIRS & MAINTENANCE	6,731	10,000	9,000	10,000	1,000	11.11%
HAZARD TREES	-	-	-	20,000	20,000	#DIV/0!
PARK SUPPLIES	2,044	2,000	1,000	2,000	1,000	100.00%
WATER SAMPLING COSTS	125	450	450	500	50	11.11%
EQUIPMENT PURCHASE	-	1,000	1,500	1,500	-	0.00%
PROPERTY TAXES	1,401	2,700	2,700	3,000	300	11.11%
WOOD PURCHASES	452	1,000	1,000	1,000	-	0.00%
ICE PURCHASES	-	400	400	500	100	25.00%
PARK SIGNAGE	-	500	1,500	1,500	-	0.00%
FUEL EXPENSE	96	300	300	300	-	0.00%
EQUIPMENT RENTAL	10	250	250	250	-	0.00%
EQUIPMENT MAINTENANCE	-	500	500	500	-	0.00%
RESERVE REPAYMENT	-	4,000	4,000	4,000	-	0.00%
Revenues						
DONATIONS	1,000	1,000	-	-	-	#DIV/0!
SEASONAL CAMPING	85,602	87,000	80,000	97,200	17,200	21.50%
DAILY CAMPING	1,342	2,500	-	3,000	3,000	#DIV/0!
TRAILER STORAGE	-	7,800	7,600	8,000	400	5.26%
WOOD SALES	556	1,200	900	1,200	300	33.33%
RESERVATION FEE	136	250	-	300	300	#DIV/0!
ENTRY & VEHICLE FEES	-	300	300	300	-	0.00%
STORE REVENUE	46	500	500	500	-	0.00%
Net Revenue	58,610	24,700	13,400	9,250	(4,150)	-30.97%
Total Budget			75,900	101,250	25,350	33.40%

	YTD	Projection December		Proposed	Difference in \$	Difference in % (year
DURHAM CA	June 30, 2021	31 2021	Budget 2021	Budget 2022	budget year over	over year only-no
Expenses					year	assessment)
SALARIES - REGULAR	19,723	64,000	64,000	68,000	4,000	6.25%
SALARIES - CONTRACT	9,647	28,000	28,000	30,000	2,000	7.14%
SALARIES - SEASONAL	11,110	38,000	38,000	45,000	7,000	18.42%
STAFF BENEFITS	2,809	5,000	5,000	5,500	500	10.00%
STAFF BENEFITS - MERCS & OMERS	9,415	26,000	26,000	26,000	-	0.00%
STAFF TRAVEL	153	1,000	1,500	1,500	-	0.00%
STAFF DEVELOPMENT	700	1,000	1,500	2,000	500	33.33%
STAFF UNIFORMS	465	500	900	900	-	0.00%
OFFICE EXPENSE	6,676	9,000	9,000	10,000	1,000	11.11%
TELEPHONE	2,441	6,000	6,000	6,000	-	0.00%
UTILITIES	15,251	32,000	32,600	33,000	400	1.23%
ADVERTISING	93	500	1,000	500	(500)	-50.00%
INSURANCE	3,833	7,000	7,000	7,000	-	0.00%
PRINTING	-	-	1,000	1,000	-	0.00%
PARK REPAIRS & MAINTENANCE	14,879	25,000	25,000	23,000	(2,000)	-8.00%
PARK SUPPLIES	3,801	6,000	4,000	5,000	1,000	25.00%
WATER SAMPLING COSTS	118	600	600	600	-	0.00%
EQUIPMENT PURCHASE	-	3,000	3,000	1,500	(1,500)	-50.00%
PROPERTY TAXES	1,749	3,800	3,800	3,800	-	0.00%
WOOD PURCHASES	5,800	7,000	5,500	7,000	1,500	27.27%
STORE PURCHASES	2,085	3,000	3,200	3,000	(200)	-6.25%
PARK SIGNAGE	550	550	1,500	5,000	3,500	233.33%
FUEL EXPENSE	3,403	4,000	5,000	4,000	(1,000)	-20.00%
EQUIPMENT RENTAL	454	500	500	500	-	0.00%
EQUIPMENT MAINTENANCE	1,407	6,000	6,000	2,500	(3,500)	-58.33%
VEHICLE MAINTENANCE	-	7,000	7,000	7,000	-	0.00%
RESERVE REPAYMENT	-	5,000	5,000	5,000	-	0.00%
Revenues			-,			
RESERVES	-	22,300	22,300	-	(22,300)	-100.00%
RENTALS	119	300	2,000	2,000	-	0.00%
SEASONAL CAMPING	171,407	174,000	174,000	196,000	22,000	12.64%
DAILY CAMPING	48,728	55,000	55,000	62,000	7,000	12.73%
GROUP CAMPING	-	-	3,000	3,000	-	0.00%
TRAILER STORAGE	(177)	12,000	12,000	14,200	2,200	18.33%
WOOD SALES	2,168	8,000	7,000	8,500	1,500	21.43%
RESERVATION FEE	5,966	6,000	5,500	7,000	1,500	27.27%
ENTRY & VEHICLE FEES	1,056	1,500	3,000	3,500	500	16.67%
STORE REVENUES	721	4,800	4,800	5,500	700	14.58%
SUMMER CAREER GRANT	-	22,550	-	-	-	#DIV/0!
CARD READER DEPOSITS	3,700	4,000	-	-	_	#DIV/0!
MISCELLANEOUS	3,009	5,000	3,000	5,000	2,000	66.67%
Net Revenue	120,135	26,000	-	2,400	2,400	#DIV/0!
Total Budget	120,100	20,000	291,600	304,300	12,700	4.36%

One additional staff - Gatekeeper (funded from increased self generated revenues)

	YTD	Projection December		Proposed	Difference in \$	Difference in % (year
SAUGEEN BLUFFS CA	June 30, 2021	31 2021	Budget 2021	Budget 2022	budget year over	over year only-no
Expenses					year	assessment)
SALARIES - REGULAR	28,855	63,000	63,000	68,500	5,500	8.73%
SALARIES - CONTRACT	12,043	28,000	28,000	29,000	1,000	3.57%
SALARIES - SEASONAL	19,107	48,500	48,500	57,500	9,000	18.56%
STAFF BENEFITS - MERCS & OMERS	10,573	20,000	20,000	20,000	-	0.00%
STAFF TRAVEL	787	1,500	1,500	1,500	-	0.00%
STAFF DEVELOPMENT	-	500	500	1,500	1,000	200.00%
STAFF UNIFORMS	677	700	1,000	1,000	-	0.00%
OFFICE EXPENSE	8,849	10,000	9,000	10,000	1,000	11.11%
TELEPHONE	3,296	9,000	14,000	14,000	-	0.00%
UTILITIES	14,861	34,000	35,600	38,000	2,400	6.74%
ADVERTISING	115	500	1,000	500	(500)	-50.00%
INSURANCE	4,498	7,200	7,200	7,400	200	2.78%
PRINTING	-	-	1,000	1,000	-	0.00%
PARK REPAIRS & MAINTENANCE	42,032	50,000	50,000	78,000	28,000	56.00%
HAZARD TREES	-	-	-	20,000	20,000	#DIV/0!
PARK SUPPLIES	3,934	6,000	4,000	5,000	1,000	25.00%
WATER SAMPLING COSTS	271	1,500	1,500	1,500	-	0.00%
EQUIPMENT PURCHASE	-	3,000	3,000	3,000	-	0.00%
PROPERTY TAXES	1,930	4,300	4,300	4,500	200	4.65%
WOOD PURCHASES	4,296	6,000	6,000	7,000	1,000	16.67%
STORE PURCHASES	639	1,200	1,300	1,500	200	15.38%
HORSE CAMPGROUND	465	500			-	#DIV/0!
PARK SIGNAGE	-	500	1,500	5,000	3,500	233.33%
FUEL EXPENSE	4,434	6,000	6,000	6,000	-	0.00%
EQUIPMENT RENTAL	3,914	4,500	600	1,000	400	66.67%
EQUIPMENT MAINTENANCE	776	2,000	2,500	2,500	-	0.00%
VEHICLE MAINTENANCE	-	5,000	5,000	5,000	-	0.00%
RESERVE REPAYMENT	-	4,000	4,000	4,000	-	0.00%
Revenues		1,000	1,000	1,000		0.0070
RESERVES	-	52,000	52,000	25,000	(27,000)	-51.92%
RENTALS	409	1,000	1,400	1,400	-	0.00%
SEASONAL CAMPING	149,301	155,000	100,000	158,500	58,500	58.50%
HORSE CAMPING	18,081	20,000	17,000	21,000	4,000	23.53%
TRAILER/BUNKIE USE	6,357	9,000	7,000	10,000	3,000	42.86%
DAILY CAMPING	110,174	120,000	96,000	124,200	28,200	29.38%
GROUP CAMPING	-	-	10,000	5,000	(5,000)	-50.00%
TRAILER STORAGE	186	8,000	7,000	10,800	3,800	54.29%
WOOD SALES	2,165	6,500	6,500	7,500	1,000	15.38%
RESERVATION FEE	16,721	20,000	13,000	22,000	9,000	69.23%
ENTRY & VEHICLE FEES	640	1,500	1,800	22,000	200	11.11%
LAUNDROMAT	148	400	300	500	200	66.67%
STORE REVENUES	518		2,000			0.00%
SUMMER CAREER GRANT	816	1,000	2,000	2,000	-	#DIV/0!
MISCELLANEOUS	3,039	18,000 6,000	- 6,000	- 6,000	-	#DIV/0! 0.00%
		,	6,000	,	-	
Net Revenue	141,387	101,000	-	2,000	2,000	#DIV/0!
Total Budget			320,000	393,900	73,900	23.09%

One additional staff - Gatekeeper (funded from increased self generated revenues)

	YTD	Projection December		Proposed	Difference in \$	Difference in % (year
CAPITAL WATER PROJECTS	June 30, 2021	31 2021	Budget 2021	Budget 2022	budget year over	over year only-no
Expenses					year	assessment)
LAKE HURON CENTRE COASTAL CONSERVATION	-	10,000	10,000	10,000	-	0.00%
DURHAM DAM SAFETY - UPPER DAM	12,060	20,000	-	-	-	#DIV/0!
DURHAM DAM SAFETY - LOWER DAM	-	-	-	10,000	10,000	#DIV/0!
Revenues						
SPECIAL LEVY	-	10,000	10,000	10,000	-	0.00%
MISCELLANEOUS	-	10,000	-	10,000	10,000	#DIV/0!
Total Budget	(12,060)	(10,000)	-	-	-	#DIV/0!
Net Revenue			10,000	20,000	10,000	100.00%

# Reserve Schedule Budget 2022



September 16, 2021

#### Saugeen Valley Conservation Authority Statement of Reserves For 2022 Budget Deliberations

_	Balance	Projected Balance	Proposed	Projected Balance
Reserve	June 30, 2021	Dec 31, 2021	Budget 2022	Dec 31, 2022
Agricultural Lands	28,705	35,205	6,600	41,805
Computer Upgrades	23,295	23,295	(10,000)	13,295
Environmental Planning	56,881	56,881	(40,000)	16,881
Forest Management	313,114	291,364	-	291,364
House Repairs	41,212	41,212	-	41,212
Kincardine Maintenance	132,377	124,845	(12,549)	112,296
Land Management	96,685	71,685	(60,000)	11,685
Legal Fees	54,539	44,539	(21,000)	23,539
LTD/OMERS/Benefits	21,090	21,090	-	21,090
Office Building & Equipment	39,436	39,436	(15,000)	24,436
Ortho Imagery/FW Software	31,218	35,218	4,000	39,218
Property Acquisition	164,436	164,436	-	164,436
Resource Centre	4,780	4,780	-	4,780
Retiree Benefits	30,129	29,719	(850)	28,869
Saugeen Parks	550,881	664,431	(11,350)	653,081
Insurance Deductible	27,057	27,057	-	27,057
Short Term Disability	31,066	31,066	-	31,066
Stewardship	113,783	103,783	(15,000)	88,783
Vehicle Replacement	36,641	38,391	52,500	90,891
Wetland Acquisition	57,082	57,082	-	57,082
Working Capital	1,186,726	1,187,836	(113,000)	1,074,836
	3,041,130	3,093,348	(235,649)	2,857,699



CHRISTINE TARLING Director of Legislated Services & City Clerk Corporate Services Department Kitchener City Hall, 2<sup>nd</sup> Floor 200 King Street West, P.O. Box 1118 Kitchener, ON N2G 4G7 Phone: 519.741.2200 x 7809 Fax: 519.741.2705 <u>christine.tarling@kitchener.ca</u> TTY: 519-741-2385

November 15, 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 liquor licence sales and patio extensions:

"WHEREAS the Covid-19 pandemic has been both a health crisis and an economic crisis; and,

WHEREAS the Alcohol and Gaming Commission of Ontario (AGCO), an agency of the Province of Ontario, regulates licensed establishments; and,

WHEREAS the requirements for temporary extension of a liquor licence sales and temporary patio extensions have been relaxed throughout the pandemic, including downloading of certain approvals to the municipality, and proved beneficial to business operators; and,

WHEREAS the Downtown Kitchener BIA has invested \$600,000 into new downtown restaurant patios and the Belmont Village BIA invested in creating a new pedestrian-only patio experience; and,

WHEREAS the City of Kitchener has provided \$100,000 in business recovery grants to support Kitchener restaurants in adapting their patios to respond to the pandemic; and,

WHEREAS the City of Kitchener has developed a seamless system for approving patio expansion during the pandemic, supporting more than 60 restaurant owners across the city; and,

WHEREAS the City of Kitchener would like to provide further opportunities for helping strengthen our economy, continue to support local businesses, and have successfully managed the new licensed-area extension approvals delegated to the municipality; THEREFORE BE IT RESOLVED that the City of Kitchener strongly encourages the Province of Ontario to continue the relaxed regulations in perpetuity, including, but not limited to, the following: i) permitting extensions of licensed areas without requiring AGCO approval, subject to municipal authorization; and, ii) flexibility on the requirements for demarcation of the limits of a patio, such as not requiring a prescribed physical barrier;

THEREFORE BE IT RESOLVED that should the AGCO propose to complete a comprehensive review of the temporary extension of a liquor licence sales and temporary patio extension regulations, The City of Kitchener wishes to volunteer to participate in any pilot programs that would allow the current regulations that are in effect until 3:00 a.m. on January 1, 2022 to be maintained, as the City would like to continue to show support to our local businesses;

THEREFORE BE IT FINALLY RESOLVED that a copy of this resolution be forwarded to the Premier of Ontario, Tom Mungham, Chief Executive Officer, AGCO, the Association of Municipalities of Ontario, Federation of Canadian Municipalities and all other municipalities in Ontario."

Yours truly,

L. Jarling

C. Tarling Director of Legislated Services & City Clerk

c: Tom Mungham, Chief Executive Officer, AGCO Monika Turner, Association of Municipalities of Ontario Joanne Vanderheyden, President, Federation of Canadian Municipalities Ontario Municipalities



**Municipality of Chatham-Kent** 

*Corporate Services* Municipal Governance 315 King Street West, P.O. Box 640 Chatham ON N7M 5K8 Tel: 519.360.1998 Fax: 519.436.3237 Toll Free: 1.800.714.7497

November 10, 2021

The Honourable Doug Ford, premier@ontario.ca

#### Support Resolution from the Council of Kitchener passed October 18<sup>th</sup> re: Vaccine Passport Program

Please be advised the Council of the Municipality of Chatham-Kent at its regular meeting held on November 8, 2021 supported the following resolution:

"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 Minster of Municipal Affairs and Housing, the Association of Municipalities of Ontario; and, all other Ontario municipalities."

If you have any questions or comments, please contact Judy Smith at judys@chathamkent.ca

Sincerely,

Judysic

Judy Smith, CMO Director Municipal Governance Clerk /Freedom of Information Coordinator

C Minister of Municipal Affairs and Housing AMO Local MP & MPP Ontario Municipalities



**Municipality of Chatham-Kent** 

*Corporate Services* Municipal Governance 315 King Street West, P.O. Box 640 Chatham ON N7M 5K8 Tel: 519.360.1998 Fax: 519.436.3237 Toll Free: 1.800.714.7497

November 10, 2021

The Right Honourable Justin Trudeau, Prime Minster Justin.trudeau@parl.gc.ca

The Honourable Doug Ford, Premier of Ontario premier@ontario.ca

Honourable and Dear Sirs:

#### Support Resolution from the Council of Huron County passed October 20<sup>th</sup> re: Homelessness Task Force

Please be advised the Council of the Municipality of Chatham-Kent at its regular meeting held on November 8, 2021 supported the following resolution:

"WHEREAS the County of Huron has established a "Huron County Homelessness Task Force" to address the rapidly increasing issue of homelessness in the County.

THAT the County of Huron, due to the substantial increase in chronic homelessness not only in Huron County but across Ontario and Canada, requests the Province of Ontario and the Government of Canada to identify Homelessness a "Provincial" and "National Crisis" across the Province of Ontario and Canada.

AND FURTHER THAT the Province of Ontario and Government of Canada acknowledge that lack of resources to support addiction and mental health programs to be a leading cause of homelessness.

AND FURTHER THAT the County of Huron requests the Province of Ontario and Government of Canada to provide further financial support for housing and homelessness programs as well as increase funding to mental health and addiction services."

If you have any questions or comments, please contact Judy Smith at judys@chatham-kent.ca

Sincerely,

Judy Smith, CMO Director Municipal Governance Clerk /Freedom of Information Coordinator



**Municipality of Chatham-Kent** 

*Corporate Services* Municipal Governance 315 King Street West, P.O. Box 640 Chatham ON N7M 5K8 Tel: 519.360.1998 Fax: 519.436.3237 Toll Free: 1.800.714.7497

November 10, 2021

The Honourable Doug Ford, premier@ontario.ca

# Support Resolution from the Council of Kitchener passed October 18<sup>th</sup> re: Renovictions

Please be advised the Council of the Municipality of Chatham-Kent at its regular meeting held on November 8, 2021 supported the following resolution:

"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."

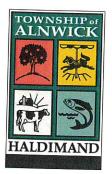
If you have any questions or comments, please contact Judy Smith at judys@chathamkent.ca

Sincerely,

Judy Sit

Judy Smith, CMO Director Municipal Governance Clerk /Freedom of Information Coordinator

C Minister of Municipal Affairs and Housing AMO Local MP & MPP Ontario Municipalities



November 15, 2021

Honourable Caroline Mulroney Minister of Transportation and Minister of Francophone Affairs Ministry of Transportation of Ontario caroline.mulroneyco@pc.ola.org

Dear Honourable Caroline Mulroney:

#### Re: Support of Resolution – Endorsing National Teen Driver Safety Week and Requesting the Ministry of Transportation to Review Measures Impacting Newly Licensed Drivers

At the Township of Alnwick/Haldimand's Regular Council Meeting held on November 4, 2021, Council received the resolution sent by the City of Vaughan on October 19, 2021 in regards to endorsing National Teen Driver Safety Week and requesting the Ministry of Transportation to review measures impacting newly licensed drivers. Council of the Township of Alnwick/ Haldimand supported and passed the following resolution:

Moved by Deputy Mayor Sherry Gibson, seconded by Councillor Jim Hogg;

"Whereas, correspondence from the City of Vaughan, RE: Resolution Endorsing National Teen Driver Safety Week and Requesting the Ministry of Transportation to Review Measures Impacting Newly Licensed Drivers has been received; and

Whereas, the Province of Ontario has legislative authority over driver licensing, highways, automobile insurance, and the enforcement and prosecution of the federal criminal law; and

Whereas, the Ontario Ministry of Transportation administers the Highway Traffic Act, R.S.O. 1990, c. H.8; and

Whereas, the Ontario Ministry of Transportation published the "Ontario Road Safety Annual Report 2018", being the most recent report issued, containing statistics that demonstrate that the percentage of young licensed drivers, ages 17 to 20, that were involved in vehicle collisions is higher than any other age group; and Whereas, the Canadian Council of Motor Transport Administrators published "Canada's Road Safety Strategy 2025" and identifies drivers that are either under the age of 25 or have less than two years of driving experience as a 'risk group' based on several contributing factors, some including distracted driving, impaired driving, speeding, passive safety, and road infrastructure; and

Whereas, the Council of the Township of Alnwick/Haldimand wishes to see change effected to Ontario's driving laws under the Highway Traffic Act, R.S.O. 1990, c. H.8, with respect to newly licensed drivers;

Now Therefore Be It Resolved That, Council of the Township of Alnwick/Haldimand support the correspondence regarding this issue; and

Further That Council direct staff to forward a copy of this resolution to the City of Vaughan, the Ministry of Transportation, the Honourable Doug Ford, Premier of Ontario, the Ontario Provincial Police, the Northumberland Police Services Board and all municipalities in Ontario.

CARRIED.

Thank you for your consideration in this matter.

Sincerely yours.

Yolánda Melburn, Deputy Clerk Township of Alnwick/Haldimand 905-349-2822 ext. 32 <u>ymelburn@ahtwp.ca</u>

Cc: Todd Coles, City Clerk, City of Vaughan (<u>clerks@vaughan.ca</u>) Honourable Doug Ford, Premier of Ontario (<u>premier@ontario.ca</u>) OPP (Lincoln M. Alexander Bldg., 777 Memorial Ave., Orillia, ON L3V 7V3) Northumberland Police Services Board All municipalities of Ontario

From: To:	<u>Nicole Martin</u> <u>cward@lakeofbays.on.ca</u> ;
Cc:	RE: November 9, 2021 Council Meeting Follow-up
	November 23, 2021 2:58:30 PM
	image002.png
	image003.png 21 11 09 - Township of Adelaide Metcalfe - Bridge and Culvert Replacements.pdf
Subject:	
Date:	
Attachments:	

At the regular meeting of Council held on November 17, 2021, Council of the Township of Amaranth wished to support the resolution of the Township of Lake of Bays.

#### Resolution #8 Moved by: H. Foster – Seconded by: C. Gerrits BE IT RESOLVED THAT:

Council of the Corporation of the Township of Amaranth supports the resolution of the Township of Lake of Bays in their request for the Federal and Provincial Governments to provide more funding to rural municipalities to support infrastructure projects related to major bridge and culvert replacements.

FURTHER THAT this resolution be forwarded to the Premier of Ontario, Provincial Minister of Finance, Federal Finance Minister, AMO and all Ontario Municipalities. **CARRIED** 

Thank you, Nicole

#### Nicole Martin, Dipl. M.A. (she/her)

CAO/Clerk – Acting Treasurer | Township of Amaranth 374028 6th Line | Amaranth | ON | L9W 0M6 Tel: 519-941-1007 ext. 227 | Fax: 519 - 941-1802

Our Offices are now open to the public by "appointment only" basis for all services including payment of accounts. To book your appointment, please call 519-941-1007. Masks are required when attending the municipal office.

For accurate information on COVID-19 please visit: <u>www.ontario.ca/COVID-19</u>

From: Chelsea Ward <<u>cward@lakeofbays.on.ca</u>> Sent: Wednesday, November 10, 2021 2:08 PM

Subject: November 9, 2021 Council Meeting Follow-up

Good afternoon,

Please see the attached correspondence sent on behalf of the Director of Corporate Services/Clerk, Carrie Sykes. If you have any difficulty opening the attachments, or would like a hard copy by mail, please contact me directly.

Kind regards,

#### CHELSEA WARD

**Deputy Clerk – Corporate Services** Township of Lake of Bays | 1012 Dwight Beach Road, Dwight, ON P0A 1H0 T: 705-635-2272 ext.1224 | TF: 1-877-566-0005 | F: 705-635-2132 E: <u>cward@lakeofbays.on.ca</u> | <u>lakeofbays.on.ca</u> | <u>facebook.com/lobtownship</u> | <u>twitter.com/LakeofBaysTwp</u>



100 LAKES TO EXPLORE

Note: COVID-19 may have changed the way we operate, but we are still committed to providing great service to our community. While public access to our facilities is limited, discover our contact-free service options at our website <u>www.lakeofbays.on.ca</u> or connect with us by telephone or email. Thank you for your patience, as we help to minimize the spread of COVID-19.

Caution: This email is confidential and is intended only for the person(s) named above. Its contents may also be protected by privilege, and all rights to privilege are expressly claimed and not waived. If you have received this email in error, please call us immediately and destroy the entire email. If this email is not intended for you any reading, distribution, copying or disclosure of this email is strictly prohibited.

Please Note: As part of providing <u>accessible customer service</u>, please let me know if you have any accommodation needs or require communication supports or alternate formats.

From:	Village of Thornloe
То:	RE: Municipality of Mattice - Val Côté Resolution - MPAC assessment
	November 23, 2021 3:41:23 PM
	image001.png
Subject:	
Date:	
Attachments:	

Council of the Village of Thornloe at the regular meeting of Council held on November 17, 2021 wished to show support to Municipality of Mattice – Val Cote and passed the following motion:

2021 – 164	Moved by:	Allan Peddie
	Seconded by:	Pauline Peddie

THAT we, the Council of the Corporation of the Village of Thornloe supports Resolution No.

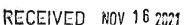
21-247 from the Municipality of Mattice-Valcoté urging the government of Ontario to reconsider its decision and to direct MPAC to proceed with a province-wide assessment update in order for Ontario municipalities to be able to collect property taxes based upon actual property values; and

BE IT FURTHER RESOLVED that this resolution be sent to Honourable Doug Ford Premier of Ontario, MPAC, AMO and to Charlie Angus, MP and John Vanthof, MPP.

Carried

Reynald Rivard Clerk-Treasurer Village of Thornloe Ph. (705) 563-2375 Fax (705) 563-2093

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TOWNSHIP OF CHATSWORTH 316837 Highway 6, RR 1 Chatsworth, Ontario N0H 1G0

Telephone 519-794-3232 – Fax 519-794-4499

November 10, 2021

Corporation of the County of Grey Attn: Heather Morrison, Clerk 595 9th Ave East Owen Sound ON N4K 3E3

Dear Ms. Morrison:

Re: Chatsworth Township Resolution of Support (Grey Gables Long Term Care 128-bed redevelopment)

Please be advised at Township of Chatsworth Council held on November 3, 2021 the following resolution was carried:

THAT CAO Clerk's Report 2021-35 regarding Grey Gables Long Term Care be hereby received;

AND FURTHER THAT the following resolution be forwarded to the County of Grey, its member municipalities and the Province of Ontario;

WHEREAS Grey Gables is a 66-bed class A facility by the Ministry of Long-term Care; AND WHEREAS the County of Grey applied for and received redevelopment for Grey Gables for an additional 62 bed allocation and is considering a new building of a 128-bed facility;

NOW THEREFORE, be it resolved that the Township of Chatsworth fully supports the 128bed redevelopment of Grey Gables;

AND FURTHER THAT Council directs staff to circulate this resolution to all municipalities in Grey County for support.

Should you require additional information please contact the Township.

Sincerely,

Bchellenberger

Barb Schellenberger Acting Deputy Clerk

Cc: Minister of Long-Term Care, Hon Rod Phillips MPP Bill Walker County of Grey Member Municipalities



# **Township of Wainfleet**

"Wainfleet — find your country side"

November 23, 2021

#### SENT ELECTRONICALLY

#### RE: <u>Correspondence – Resolution requesting Support for Federal and Provincial</u> <u>Funding of Rural Infrastructure Projects</u>

Please be advised that at its meeting of November 16, the Council of the Corporation of the Township of Wainfleet approved the following resolution:

**"THAT** Correspondence item No. C-340-2021 from the Lake of Bays respecting a resolution requesting support for Federal and Provincial funding of rural infrastructure projects be received and supported."

#### CARRIED

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact the undersigned.

A copy of the original correspondence is attached for reference.

Regards,

Meredeth Ciuffetelli

Meredith Ciuffetelli Deputy Clerk <u>mciuffetelli@wainfleet.ca</u> 905-899-3463 ext. 275





т	705-635-2272	TOWNSHIP OF LAKE OF BAYS
TF	1.877.566.0005	1012 Dwight Beach Rd
F	705-635-2132	Dwight, ON P0A 1H0

November 9, 2021

Via email: <u>mbarnier@adelaidemetcalfe.on.ca</u>

Township of Adelaide Metcalfe **Attention: Mike Barnier, Manager of Legislative Services/Clerk** 2340 Egremont Drive Strathroy, ON N7G 3H6

Dear Mr. Barnier:

#### RE: Correspondence – Resolution requesting Support for Federal and Provincial Funding of Rural Infrastructure Projects

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(b)/11/09/21

BE IT RESOLVED THAT the Council of the Corporation of the Township of Lake of Bays hereby receives the correspondence from Mike Barnier, Manager of Legislative Services/Clerk for the Township of Adelaide Metcalfe and supports their request for the Federal and Provincial Government to provide more funding to rural municipalities to support infrastructure projects related to major bridge and culvert replacements, dated September 13, 2021.

AND FURTHER THAT this resolution be forwarded to the Premier of Ontario, Provincial Minister of Finance, Federal Finance Minister, AMO, and all Ontario municipalities.

Carried."

Sincerely,

Carrie Sykes, *Dipl. M.A., CMO, AOMC,* Director of Corporate Services/Clerk.

CS/cw

Copy to:

Hon. Doug Ford, Premier of Ontario Hon. Peter Bethlenfalvy, Provincial Minister of Finance Hon. Chrystia Freeland, Deputy Prime Minister and Minister of Finance Association of Municipalities of Ontario All Ontario Municipalities

> 100 LAKES TO EXPLORE 517



TOWNSHIP OF ADELAIDE METCALFE

2340 Egremont Drive, Strathroy, ON N7G 3H6 T: 519-247-3687 F: 519-247-3411 www.adelaidemetcalfe.on.ca

October 8, 2021

Township of Scugog 181 Perry Street PO Box 780 Port Perry, ON L9L 1A7

ATTENTION: BECKY JAMIESON, DIRECTOR OF CORPORATE SERVICES/MUNICIPAL CLERK

**RE:** SUPPORT OF RESOLUTION – FEDERAL AND PROVINCIAL FUNDING OF RURAL INFRASTRUCTURE PROJECTS

Please be advised that the Council of the Township of Adelaide Metcalfe, at the regular meeting of October 4, 2021, supported and passed The Township of Scugog resolution as follows.

THAT the Province of Ontario and the Government of Canada be encouraged to provide more funding to rural municipalities to support infrastructure projects related to major bridge and culvert replacements.

CARRIED.

Kind regards,

Mike Barnier Manager of Legislative Services/Clerk



The Regional Municipality of Durham

Corporate Services Department Legislative Services

605 Rossland Rd. E. Level 1 PO Box 623 Whitby, ON L1N 6A3 Canada

905-668-7711 1-800-372-1102 Fax: 905-668-9963

durham.ca

**Don Beaton, BCom, M.P.A.** Commissioner of Corporate Services November 24, 2021

The Honourable Doug Ford Premier of Ontario Room 281 Legislative Building, Queen's Park Toronto, ON M7A 1A1

Dear Premier Ford:

#### RE: Bus Stop Dead End Roads, Our File: T02

Council of the Region of Durham, at its meeting held on November 24, 2021, adopted the following resolution:

"Whereas Dead-End Road delegations have been received from parents in attached correspondence, website <u>www.durhamdeadendroadkids.ca</u> and video <u>www.youtube.com/watch?v=\_pCVNLsUKk&t=18s</u> noting approximately 386 Durham Region kids and families remain in crisis walking kilometres daily to wait on highspeed roadway shoulders with winter dark coming;

And whereas the Ontario Ministry of Transportation has responded and now amended their Policy to allow and provide guidelines for reversing a school bus on a dead end road <u>https://www.ontario.ca/document/official-ministry-transportationmto-bus-handbook/special-safety-precautions-school-busdrivers</u> which is in keeping with the previous historic practice of using smaller buses, doing 3-point turns and using a spotter in rural areas;

And whereas to date 10 municipalities across Ontario have passed a resolution endorsing Scugog's bus stops on dead end roads Resolutions CR-2021-086 (April 26, 2021) and CR-2021-175 (June 28, 2021), given family safety challenges exist on dead-end roads throughout the province;

And whereas Report PWIS-2021-022, Williams Point Road and Beacock Road School Bus Turnarounds, be received noting municipal cost for construction of school bus turnarounds is prohibitive with 178 dead end roads now not accessed by Durham District School Board alone not including hundreds of roads around province, and any funds invested in turnarounds would not be consistent with asset management priorities promoted by the Province of Ontario; And whereas to date Durham Student Transportation Services have not re-considered the previous motions or adjusted their policies, citing Ontario Ministry of Transportation policy changes are "guidelines" only, <u>https://www.durhamregion.com/news-story/10445254-mtotweaks-unlikely-to-reverse-scugog-route-changes-dsts/</u> are not "direction to school boards" <u>https://www.durhamregion.com/newsstory/10445254-mto-tweaks-unlikely-to-reverse-scugog-routechanges-dsts/</u>, maintaining far-distanced highspeed roadside common stops are safer;

Now therefore be it resolved:

That Council request the Ministry of Education and the Province of Ontario to amend policies requiring Student Transportation Services and School Boards around the Province work with parents to facilitate the use of smaller buses, spotters, and 3-point turns or backing up where necessary, to provide safer service to dead-end and private road children and prevent the need for additional turnarounds to be constructed on municipal roads; and

That a copy of this motion and the staff report from the Township of Scugog be forwarded to Premier Doug Ford, Honorable Stephen Lecce (Minister of Education), Honorable Caroline Mulroney (Minister of Transport), Durham Student Transportation Services, all school boards serving Durham Region, Haliburton-Kawartha Lakes-Brock MPP Laurie Scott, all Durham MPPs, all Ontario Municipalities, Rural Ontario Municipal Association (ROMA), Ontario Good Roads Association (OGRA), and Association of Municipalities of Ontario (AMO)."

Please find enclosed a copy of Report #PWIS-2021-022, from the Township of Scugog, for your information.

### Ralph Walton

Ralph Walton, Regional Clerk/Director of Legislative Services

RW/ks

Attachment

c: The Honourable Stephen Lecce, Minister of Education The Honourable Caroline Mulroney, Minister of Transport Nadiya Viytiv, Durham Student Transportation Services

**Durham Catholic District School Board Durham District School Board** Kawartha Pine Ridge District School Board Peterborough, Victoria, Northumberland and Clarington Catholic **District School Board** Conseil Scolaire Catholique MonAvenir Conseil Scolaire Viamonde Rod Phillips, MPP (Ajax) Lindsey Park, MPP (Durham) Laurie Scott, MPP (Haliburton/Kawartha Lakes/Brock) David Piccini, MPP (Northumberland/Peterborough South) Jennifer French, MPP (Oshawa) Peter Bethlenfalvy, MPP (Pickering/Uxbridge) Lorne Coe, MPP (Whitby) All Ontario Municipalities Rural Ontario Municipal Association (ROMA) Ontario Good Roads Association (OGRA) Association of Municipalities of Ontario (AMO) S. Siopis, Commissioner of Works



## Township of Scugog Staff Report

To request an alternative accessible format, please contact the Clerks Department at 905-985-7346.

Report Number:	PWIS-2021-022
Prepared by:	Carol Coleman, Director of Public Works and Infrastructure
Department:	Public Works and Infrastructure Services
Report To:	Council
Date:	June 28, 2021
Reference:	Strategic Plan Direction#1: Roads & Municipal Infrastructure Strategic Plan Direction#7: Complete Community Motion CR-2021-086 Re: Dead-End Road Kids – April 26, 2021
Report Title:	Williams Point Road and Beacock Road School Bus Turnarounds

### **Recommendations:**

- 1. **That** Report PWIS-2021-022, Williams Point Road and Beacock Road School Bus Turnarounds, be received;
- 2. **That** funding not to exceed \$150,000 for the construction of turnarounds on Williams Point Road and Beacock Road to accommodate school buses, be provided through the Municipal Projects Reserve;
- 3. **That** the Mayor and Clerk be authorized to enter into Permission to Enter agreements on Beacock Road and Williams Point Road at the location of the turnarounds; and
- 4. **That** Council and staff continue to work with Province of Ontario and the local school boards to change their policies to allow 3-point turns or backing up where necessary, to provide safer service to dead-end and private road children and prevent the need for additional turnarounds to be constructed on Township of Scugog roads.

## 1. Background:

In June 2020, Durham Student Transportation Services (DSTS) notified the Township of Scugog that due to changes to their policy school buses would no longer service the following roads:

Road	New Bus Stop Location
Whitfield Road 230 m west of Honeys Beach Road	Indian Way and Whitfield Road
Williams Point Road/ Jack Rabbit Run (Caesarea)	Regional Road 57 and Williams Point Road
Beacock Road	Regional Road 57 and Beacock Road

The changes were the result of Section 7.2 of the DSTS Policy that states:

"Generally, school bus stops will not be located in areas such as cul-de-sacs or dead end streets. DSTS does not enter private property and roads, such as long rural driveways, gated communities and townhouse/apartment complexes.

DSTS reserves the right to determine if the roadway is suitable for travel, given road conditions and necessary space requirements factoring in turning radius of large school vehicles."

Township staff and an adjacent property owner were successful in providing a solution to allow for ongoing use of the existing bus stop on Whitfield Road located 230 m west of Honeys Beach Road. There is currently a small loop on private property where school buses are able to safely turnaround. To meet the requirements of DSTS, a Permission to Enter Agreement was signed between the Township and the property owner in August 2020 for use of this turning loop.

However, on both Williams Point Road/ Jack Rabbit Run and Beacock Road, DSTS requires the construction of new turnarounds before they will return school buses to these roads.

## 2. Discussion:

#### 2.1 Issues on Williams Point Road and Beacock Road

Williams Point Road/ Jack Rabbit Run runs northeast off of Regional Road 57 and is approximately 2.2 km in length. According to DSTS, 29 students on this road are eligible for school transportation. These students attend Port Perry High School, R.H. Cornish Public School and Cartwright Central Public School.

Beacock Road runs west off of Regional Road 57 and is approximately 2 km in length. There are 3 students eligible for school busing on this road that attend Port Perry High School and Cartwright Central Public School.

After receiving letters from DSTS about the changes to the bus routes, many parents on both these roads were upset and requested review of the transportation arrangements in accordance with Section 7.0 of the DSTS policy. The requests were reviewed by the DSTS Governance Committee in a meeting held on October 28, 2020 and changes to the decision were denied.

Many of the parents have expressed concerns about the school bus changes, including:

- The change in policy although bus stops have been in operation for 25+ years;
- The distance that some children will have to walk to the bus stop exceeds the maximum distance of 800 m in the DSTS Policy;
- The safety of children walking these distances on narrow roads that have no sidewalks or streetlights;
- The likelihood of congestion as the result of parents driving their children to the new bus stops, especially in the winter;
- The safety of children waiting for buses on RR 57; and
- The school bus service on the road was part of the decision making process to move to these locations.

#### 2.2 Policy Change Requests

Despite considerable effort from Council, staff and parents, DSTS has held firm that they will not return the school buses to Williams Point Road/ Jack Rabbit Run or Beacock Road unless suitable turnarounds are available.

In an effort to change the DSTS Policy, at the April 26, 2021 Council meeting, Scugog Council passed the following resolution:

**"That** Dead-End Road delegations be received: from parents, <u>video</u>, site <u>www.durhamdeadendroadkids.ca</u> and attached correspondence and;

**Whereas** Dead-End Road kids (cul-de-sacs, private roads) busing being moved from long-time residential to highspeed (some 80km) common stop pickups; percentage of 830,000 Ontario bused students impacted as Student Transportation Services (STS) citing buses shouldn't access private roads, do 3-point-turns, or back up; kids expected to walk 1-2km twice daily (caregivers 4x) in morning dark, on narrow road shoulders, with no "bus stop ahead" warning signage;

Whereas Parents report employment/housing at risk. Must leave work to drop off/pick up children to avoid safety hazards of kids walking on highways

unsupervised; secondary school youth reporting education at risk as missing class/affecting grades; children with disabilities not helped like double amputee who needs stop moved 160ft; parents told it's their "responsibility to get kids to bus safely";

**Whereas** Parents being told busing policy is schoolboard's, but they say it's STS's, who say it's Governance Committee or Ministry of Transportation, but Ministry of Education say it's "transportation consortia who administer policy"; and trustee, governance say cannot change policies, so parents appealing to police, press, & councils re dangers then; oncoming car killed 12-yr-old Cormac and injured sister while waiting at newly relocated bus stop at the base of a hill;

*Whereas* STS have advised road improvements are responsibility of municipalities, yet municipalities don't own needed land, nor have \$ millions to create 77m bus turnarounds, meanwhile;

**Whereas** Ontario Transportation Funding is \$1 billion; Jan 27/20 Ministry said they'd improve student transportation, review funding formula; and given STS gets their funding by scoring well in reviews, and given Ministry establishing "Student Transportation Advisory Group" to hear STS sector expertise, experience and ideas;

#### Now therefore be it resolved that the Municipality of Scugog requests:

**That** exceptions to allow 3-point turns or backing up where necessary, to provide safer service to dead-end and private road kids, that policies be amended to reflect; when not possible;

**That** exceptions to allow indemnification agreements to access private land for bus turnarounds to keep bus stops safer and closer to prescribed 800 m distance; when not possible;

*That* "Bus Stop Ahead" warning signage be required to notify oncoming traffic, prior to STS moving common stop to main roadway;

**That** STS be comprised of solutions like mini-buses, vans, taxis, or public transit, worked into funding formula so doesn't negatively impact STS funding stats;

**That** Kid KPI "Key Performance Indicator" be included for Ministry "Effectiveness & Efficiency Follow Up Reviews", establishing benchmarks for responsive-problemsolving for kids & parents' busing concerns, and this be an STS factor to receive funding; **That** Province provide "Parent Portal" for ongoing busing feedback of their STS, so families and kids can review/provide comments, especially during Ministry STS reviews and revisions to funding;

**That** Province have GPS tracking software to notify parents when children picked up/dropped off, and

**That** this motion be distributed to Premier Doug Ford, Honorable Stephen Lecce (Minister of Education), Honorable Caroline Mulroney (Minister of Transport), Durham MPP Lindsey Park, Haliburton-Kawartha Lakes-Brock MPP Laurie Scott, all Durham MPPs, Durham Region, all Ontario Municipalities, Rural Ontario Municipal Association (ROMA), Ontario Good Roads Association (OGRA), and Association of Municipalities of Ontario (AMO)."

To date, the Township has not received a response from any of these parties regarding the requests.

#### 2.3 Turnaround Designs

In order to assist in returning the school buses to Williams Point Road/ Jack Rabbit Run or Beacock Road, Township staff reviewed options to construct turnarounds on these roads.

On Williams Point Road/ Jack Rabbit Run, DSTS requires a turnaround for the largest size (70 passenger) school bus which requires a 24.5 m (80 feet) diameter turnaround. DSTS indicated that a smaller size bus has difficulty making the sharp turn on Williams Point Road and immediately navigating the incline through snow. Further using a smaller bus would not guarantee service along the roadway during winter months.

The Township considered two locations for the turnaround. The first was at the Williams Point Cottagers Association park property and the second was at the corner where Williams Point Road and Jack Rabbit Run meet. The second location was considered preferable as it would not impact parkland and would shorten the walking distance for children on Jack Rabbit Run. In order to determine whether such a turnaround was feasible, the Township retained a consultant to undertake a survey of the area and prepare a preliminary design. The turnaround was able to be designed primarily within lands owned by the Township but will have require permission to enter for land on the southeast corner of the turnaround. As well, the turnaround will require some trees to be removed and a Bell pedestal to be relocated.

On Beacock Road, DSTS indicated that a smaller turnaround of 19 m (62 feet) m diameter turnaround would be sufficient as a smaller bus could be used for this location. The best location was determined to be the west end of Beacock Road and the adjacent landowner has indicated willingness to enter into a Permission to Enter agreement for this turnaround.



Figure 1: Proposed Location of Turnaround for Williams Point Road/ Jack Rabbit Run



Figure 2: Proposed Location of Beacock Road Turnaround

## **3. Financial Implications:**

As the need for the turnarounds were not known at the time the 2021 Capital Budget was prepared, this work is unbudgeted. The total estimated cost for the design and construction are provided below:

Planmac Engineering Inc.	\$15,000
Williams Point Road Turnaround	\$90,000
Beacock Road Turnaround	\$30,000
Contingency	<u>\$15,000</u>
Total Estimated Cost	<u>\$150,000</u>

The estimated construction costs include:

- Clearing and grubbing
- Removal of bitumous surface, earth excavation (to 500 mm depth), grading
- Supply and place 300 mm of Granular 'B'
- Supply and place 150 mm of Granular 'A'
- New 450 mm culverts
- Ditching and removal of material
- Asphalt and line painting for Williams Point Road (50 mm HL8, 30 mm HL3)
- Restoration of driveways and grass areas
- Mobilization/ demobilization
- Traffic control

The turnaround on Williams Point Road will also require relocation of a Bell pedestal. The cost for this relocation is not yet known.

It is recommended that the above costs be funded from the Municipal Projects Reserve.

### 4. Communication Considerations:

Township staff will notify DSTS, affected residents and the Williams Point Cottagers Association regarding the timing of the works.

Information will also be provided on our website throughout the length of the project to provide the public with a means to keep updated on the progress of the project and to notify of any closures, detours, etc.

## 5. Conclusion:

At this time the construction of school bus turnarounds on Williams Point Road/ Jack Rabbit Run and Beacock Road appears to be the only solution to have the school buses return to these roads and provide a much needed service for the children on these roads. Township Council and staff will continue to work with the Province of Ontario and the local school boards to change their policies to allow 3-point turns or backing up where necessary, to provide safer service to dead-end and private road children and prevent the need for additional turnarounds to be constructed on Township of Scugog roads.

Respectfully Submitted by:	Reviewed By:
Carol Coleman, P. Eng.	Ken Nix,
Director of Public Works and Infrastructure	Chief Administrative Officer

#### **Attachments:**

N/A



## **Public Works Committee Resolution**

Committee Meeting Date:	November 1, 2021
Agenda Item:	6.a
<b>Resolution Number:</b>	2021-11-01- <u>706</u>
Moved by:	magastin
Seconded by:	- R Crate
Council Meeting Date:	November 17, 2021

**"That** the Public Works Committee, having considered the resolution from the Town of Scugog, recommend that County Council support the request to encourage the Province of Ontario and the Government of Canada to provide more funding to rural municipalities to support infrastructure projects, including those projects related to major bridge and culvert replacements; and

**Further That** Council's resolution and a copy of the Town of Scugog's correspondence be sent to MP Philip Lawrence, The Honourable David Piccini - Minister of the Environment, Conservation and Parks and MPP Northumberland Peterborough-South, the federal and provincial Ministries of Infrastructure, the Association of Municipalities of Ontario (AMO), and all Ontario municipalities."

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	B. Ostrander
Carried_	attended by virtual conference
	Committee Chair's Signature
Defeated	
	Committee Chair's Signature
Deferred	
	Committee Chair's Signature
Deferred	



## **Council Resolution**

Moved By B.OStronder Seconded By M. Martin

Agenda Item 10

**Resolution Number** 2021-11-17-783

Council Date: November 17, 2021

"That Council adopt all recommendations from the six Standing Committees, as contained within the Committees' Minutes (November 1, 2, 3, 2021), with the exception of the following items held by Council for further discussion, as follows:

Committee	Date	Item ##	Item Name	Held by
Corporate Support	Nov. 2, 2021	7.f	Term of Office for Ward	en W. Cane;
Public Works	Nov. 1, 2021	7.b	Thompson Bridge	R. Sanderson;

and, with the exception of the business listed for separate discussion in Item 11 of the agenda."

Recorded Vote			
Requested by	a fina	Carried	
	Councillor's Name		Warden's Signature
Deferred		Defeated	
	Warden's Signature		Warden's Signature
	531		



September 17, 2021

sent via email: premier@ontario.ca

The Honourable Doug Ford Premier of Ontario Legislative Building, Queen's Park Toronto, ON M7A 1A1

#### Re: Structure Inventory and Inspections

Dear Premier:

At the last regular General Purpose and Administration Committee meeting held September 13, 2021 the above captioned matter was discussed.

I wish to advise that the following resolution was passed which will be going forward for ratification at the September 27, 2021 Township of Scugog Council meeting:

**THAT** Report PWIS-2021-027, 2021 Structure Inventory and Inspections, be received;

**THAT** the Township of Scugog 2021 Ontario Structure Inspection Manual Inventory and Inspection Summary Report, prepared by Planmac Engineering Inc., be received;

**THAT** as part of the annual budget process, the Township continue to increase the amount of funding available for bridges and culverts through the continuation of Roads and Other Infrastructure Levy;

**THAT** as part of the annual budget process, the Township continue to increase the investment in bridge and culvert maintenance and repair through other means including identifying efficiencies and cost savings and applying for grants through other levels of government for major bridge and culvert replacements;

**THAT** the Township follow the principles of Asset Management and prioritize preventative maintenance such as waterproofing decks, repaving decks, repair concrete soffits, parapet walls, abutments and wingwalls, etc.

**THAT** the Province of Ontario and the Government of Canada be encouraged to provide more funding to rural municipalities to support infrastructure projects related to major bridge and culvert replacements; and

Township of Scugog, 181 Perry St., PO Box 780, Port Perry, ON L9L 1A7 Telephone: 905-985-7346 Fax: 905-985-9914 www.scugog.ca **THAT** a copy of the staff report and resolution be forwarded to the Premier of Ontario, Provincial Minister of Finance, Federal Finance Minister, MP Erin O'Toole, MPP Lindsey Park, AMO, Durham Region and all Ontario municipalities."

Should you require anything further in this regard, please do not hesitate to contact Kevin Arsenault, Capital Projects Technologist at 905-985-7346 ext. 138.

Yours truly,

Beely Jamieson

Becky Jamieson Director of Corporate Services/Municipal Clerk Encl.

cc:

Kevin Arsenault, Capital Projects Technologistkarsenault@scugog.caHonourable Chrystia Freeland, Federal Minister of Financechrystia.freeland@fin.gc.caHonourable Peter Bethenfalvy, Ontario Minister of FinanceMinister.fin@ontario.caLindsey Park, MPP, DurhamLindsey.park@pc.ola.orgErin O'Toole, MPErin.OToole@parl.gc.caRalph Walton, Regional Clerk, The Regional Municipality of Municipalities of Ontario (AMO)DurhamAll Ontario MunicipalitiesAno@amo.on.ca

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#### The Corporation of the Township of Southgate

#### By-law Number 2021-178

#### 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 December 1<sup>st</sup>, 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 December 1<sup>st</sup>, 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 1<sup>st</sup> day of December, 2021.

John Woodbury - Mayor

Lindsey Green – Clerk