



Township of Southgate Council Meeting Agenda

December 15, 2021

7:00 PM

Electronic Participation

Pages

1. Electronic Access Information

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

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

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

2. Call to Order

3. Land Acknowledgement

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

4. Open Forum - Register in Advance

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

5. Confirmation of Agenda

Be it resolved that Council confirm the agenda as presented.

6. Declaration of Pecuniary Interest

7. Delegations & Presentations

7.1. Youth Action Committee - Jaykob Thompson and Kellie Rourke 16 - 30

Be it resolved that Council receive the Youth Action Committee's presentation as information.

8. Adoption of Minutes 31 - 60

Be it resolved that Council approve the minutes from the December 1, 2021 Council and Closed Session meeting as presented; and
That Council approve the minutes from the December 8, 2021 Special Council and Closed Session meetings as presented.

9. Reports of Municipal Officers

9.1. Treasurer William Gott

9.1.1. FIN2021-043 Fees and Charges 61 - 65

Be it resolved that Council received Staff Report FIN2021-043 Fees and Charges as information; and
That Council consider By-law 2021-188, being a by-law to establish fees and charges for certain services provided by the Township of Southgate for approval.

9.1.2. By-law 2021-188 - Adopt Fees and Charges 66 - 68

Be it resolved that by-law number 2021-188 being a by-law to establish fees and charges for certain services provided by the Township of Southgate be read a first, second and third time, finally passed, sealed with the seal of the Corporation and entered into the by-law book.

9.1.3. FIN2021-044 Appointment of Auditor 69 - 72

Be it resolved that Council receive Staff Report FIN2021-044 Appointment of Auditor as information; and
That Council appoint BDO Canada LLP as the auditor of the annual financial statements for the fiscal years of 2021 and 2022.

9.2. Clerk Lindsey Green

- 9.2.1. **CL2021-038 2022 Council Meeting Calendar Approval** 73 - 75
- Be it resolved that** Council receive Staff Report CL2021-038 as information; and
 That Council approve the 2022 Council Meeting Calendar, as presented; and
 That Council direct the Clerk to bring back necessary amendments to the Procedural By-law regarding meeting times and any other recommended updates.
- 9.2.2. **CL2021-039-2022 Municipal Elections Voting Services Contract Award Approval** 76 - 77
- Be it resolved that** Council receive Staff Report CL2021-039 for information; and
 That Council approve awarding the 2022 Municipal Elections Internet and Telephone Voting Services contract to ScytI Canada Inc.; and
 That Council approves the Clerk accepting the proposal from ScytI Canada Inc. on behalf of the Township.
- 9.2.3. **CL2021-040-Support Simcoe County Resolution re: Annual Emergency Exercise Requirement** 78 - 81
- Whereas** *Ontario Regulation 380/04: Standards* under the *Emergency Management and Civil Protection Act* sets the municipal standards for emergency management programs in Ontario and requires municipalities to conduct an annual exercise with their Emergency Control Group in order to evaluate the municipality's emergency response plan and procedures, O. Reg. 380/04, s. 12 (6);
 Whereas Emergency Management Ontario previously granted municipalities exemption for the annual exercise requirement when the municipality experienced an actual emergency with documented proof of the municipality actively engaging their emergency management procedures and plan in response to the emergency;
 Whereas on August 5, 2021 the Chief, Emergency Management Ontario issued a memo to Community Emergency Management Coordinators stating that effective immediately, the Chief, EMO would no longer be issuing exemptions to the *O. Reg. 380/04* requirement to conduct an annual exercise;

Whereas municipalities experience significant costs and burden to staff resources when faced with the response to an actual emergency and activation of their Emergency Control Group and/or Emergency Operations Centre;

Whereas a municipality's response to an actual emergency is more effective than an exercise in evaluating its emergency response plan and procedures as mandated by O. Reg. 380/04;

Whereas planning, conducting and evaluating an emergency exercise requires significant time and effort for the Community Emergency Management Coordinator and Municipal Emergency Control Group that is duplicated when the municipality experiences a real emergency;

Now Therefore Be It Resolved That the Corporation of the Township of Southgate hereby requests the Province of Ontario to amend *Ontario Regulation 380/04* under the *Emergency Management and Civil Protection Act* to provide an exemption to the annual exercise requirement for municipalities that have activated their Emergency Control Group and/or Emergency Response Plan in response to an actual emergency that year in recognition of the significant resources used to respond to the emergency and the effectiveness of such response in evaluating the municipality's emergency response plan and procedures; and

That a copy of this resolution be forwarded to the Honourable Doug Ford, Premier of Ontario, the Honourable Steve Clark, Minister of Municipal Affairs and Housing, the Honourable Sylvia Jones, Solicitor General, Grey-Bruce MPP Bill Walker, and all other municipalities in Ontario.

9.3. Public Works Manager Jim Ellis

- 9.3.1. PW2021-058 Southgate Special Public Event and Road Closure Policy** 82 - 83

Be it resolved that Council receive Staff Report PW2021-058 for information; and
That Council consider approving the Southgate Special Public Event and Road Closure Policy No. 91 as presented; and
That Council consider approval of the Policy #91 by municipal By-Law 2021-185

- 9.3.2. By-law 2021-185 - Adopt Special Events and Road Closure Policy No. 91** 84 - 93

Be it resolved that by-law number 2021-185 being a by-law to adopt a "Special Events and Road Closure Policy" known as Policy Number 91 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.

- 9.3.3. PW2021-059 Carton Council of Canada 2021 Community Education Award** 94 - 103

Be it resolved that Council receive Staff Report PW2021-059 for information; and
That Council direct staff to sign and return the Carton Council of Canada Agreement.

9.4. Chief Administrative Officer Dave Milliner

- 9.4.1. CAO2021-084 Southgate - SEGCHC Land Lease Agreement Final Approval for New Dundalk Medical Centre** 104 - 108

Be it resolved that Council receive staff report CAO2021-084 as information; and
That Council approve the SEGCHC-Southgate Land Lease Agreement document as presented; and
That Council consider approving the SEGCHC-Southgate Land Lease Agreement by municipal By-law 2021-175 at the December 15th, 2021 meeting.

9.4.2. By-law 2021-175 - SEGCHC Land Lease Agreement - Dundalk Medical Centre 109 - 121

Be is resolved that by-law number 2021-175 being a by-law to authorize an agreement between South-East Grey Community Health Services 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.

Be it resolved that Council receive Staff Report CAO2021-085 as information; and

That Council approve that staff continue to develop the Southgate Climate Change Action Strategy Plan Report document that includes a list of actionable items for each department related to municipal infrastructure improvements to create resiliency, procurement improvements, energy efficiency upgrades as well as strategies to reduce energy consumption, Council and staff education & training, community-resident education, financial incentives to create action and policy changes to drive reductions in emissions; and

That Council direct staff to create in 2022 an annual process to create a 5 year and eventually 10 year rolling Climate Change capital investments plan to identify specific actions, projects and policy change to create climate change improvements for our community; and

That Council support staff in the creation of a Southgate Climate Change Action Committee of staff, including the Mayor or a designate to create progress of this work to develop change in our staff thinking and culture, that will include working with the Grey County Climate Change Manager Linda Swanston as a resource, educator and support and guidance for our committee work; and

That the Southgate Climate Change Action Plan become a strategy going forward with Council to guide the Township as we make decisions on policy and projects, that will feed our future Asset Management Planning and the Capital-Special Project Budget decisions made annually.

**9.4.4. CAO2021-086 Southgate TTH Dundalk Olde Town Hall
Financial Partnership Use Agreement**

131 - 153

Be it resolved that Council receive Staff Report
CAO2021-086 as information; and

That Council direct staff to continue to work to finalize
the Draft Southgate-Team Town Hall Dundalk Olde
Town Hall Cultural Space Financial Commitment and
Use Partnership Agreement with Team Town Hall; and

That Council direct staff to send the final drafted
Southgate-Team Town Hall Dundalk Olde Town Hall
Cultural Space Financial Commitment and Use
Partnership Agreement with Team Town Hall
acceptance to our lawyer for review; 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 January
19, 2022 meeting.

9.4.5. CAO2021-087 Dundalk Olde Town Hall Purchase and Sale Agreement to Wellington Capital Corporation 154 - 175

Be it resolved that Council receive Staff Report CAO2021-087 as information; and
That Council direct staff to continue to work to finalize the Draft Dundalk Olde Town Hall Building Property Purchase and Sale Agreement with 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 direct staff to send for legal review the final drafted Dundalk Olde Town Hall Property Sale Agreement with Wellington Capital Corporation, which includes the Building Cultural Space Lease Agreement to the Township of Southgate with Wellington Capital Corporation as the landlord following their preliminary acceptance of these complimentary agreements; 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 to approve by Municipal By-law at the January 19, 2022 meeting.

9.4.6. CAO2021-088 Good Roads 2022 Conference Delegation Request 176

Be it resolved that Council receive staff report CAO2021-088 as information; and
That Council provide staff with direction and/or feedback on applying for Minister delegation requests at the Good Roads Conference in 2022.

9.5. HR Coordinator Kayla Best

9.5.1. HR2021-034 - Staff Step Increases for Wages 177 - 178

Be it resolved that Council receive staff report HR2021-034 for information; and

That Council approve a one step pay band increase for eligible employees, effective January 1, 2022; and

That Council approve an additional or two step pay band increase for 3 eligible employees, effective January 1, 2022.

9.5.2. HR2021-035 - Policy No. 8 Hiring Policy Updates 179 - 190

Be it resolved that Council receive Staff Report HR2021-035 for information; and

That Council approve updated Policy #8 Hiring Policy as presented; and

That Council consider approval of the Policy #8 Hiring Policy by Municipal By-Law 2021-184.

9.5.3. By-law 2021-184 - Adopt Hiring Policy No. 8 191 - 202

Be it resolved that by-law number 2021-184 being a by-law to adopt a "Hiring Policy" known as policy number 8 be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

9.5.4. HR2021-037 - Planning Laptop Replacement 203 - 204

Be it resolved that Council receive Staff Report HR2021-037 for information; and

That Council approve the use of the Modernization Fund for replacement of planning laptop and technology.

9.6. Planner Clinton Stredwick

9.6.1. PL2021-103 – ZBA C14-20 Edwin Martin 205 - 211

Be it resolved that Council receive Staff Report PL2021-103 for information; and

That Council consider approval of By-law 2021-186.

- 9.6.2. By-law 2021-186 - ZBA C14-20 Edwin Martin** 212 - 214
- Be it resolved that** by-law number 2021-186 being a by-law to amend Zoning By-law No. 19-2002, entitled the "Township of Southgate Zoning By-law" be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.
- 9.6.3. PL2021-104 - SP25-21 Edwin Martin** 215 - 216
- Be it resolved that** Council receive Staff Report PL2021-104 for information; and
That Council consider approval of By-law 2021-183 authorizing the entering into a Site Plan Agreement.
- 9.6.4. By-law 2021-183 - SP25-21 Edwin Joseph Martin** 217 - 228
- Be it resolved that** by-law number 2021-183 being a by-law to authorize the execution of a Site Plan Control Agreement be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.
- 9.6.5. PL2021-095 - ZBA C22-21 Sharon and Timothy Roberts** 229 - 237
- Be it resolved that** Council receive Staff Report PL2021-095 for information; and
That Council consider approval of By-law 2021-187.
- 9.6.6. By-law 2021-187 - ZBA C22-21 Sharon and Timothy Roberts** 238 - 240
- Be it resolved that** by-law number 2021-187 being a by-law to amend Zoning By-law No. 19-2002, entitled the "Township of Southgate Zoning By-law" be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

10. By-laws and Motions

10.1. By-law 2021-100 - Tile Drain Loan Rating By-law 241

Be it resolved that by-law number 2021-100 being a by-law imposing special annual drainage rates upon land in respect of which money is borrowed under the Tile Drainage Act be read a first, second and third time and 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 2021-181 Election Sign By-law 2017-129 Amendment 242

Be it resolved that by-law number 2021-181 being a by-law to regulate Election Signs in the Township of Southgate.

10.3. By-law 2021-182 - Early ON Dundalk Arena Lease Agreement 243 - 247

Be it resolved that by-law number 2021-182 being a by-law to authorize an agreement between Kids and Us Community Childcare and Family Education Centres 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

11.1. Notice of Motion - Mayor Woodbury - SMART Partnership Extension for 2022

Whereas Council approved resolution number 2019-794 at the December 4, 2019 regular meeting of Council directing staff to provide notice to Saugeen Mobility and Regional Transit (SMART) of the Township of Southgate's intention to withdraw from the SMART partnership as a member, and further recommended that member municipalities cooperatively explore amalgamation of services with Grey and Bruce Counties to deliver the SMART service; and

Whereas the COVID-19 pandemic decreased the member municipalities time and efforts in exploring an amalgamation of services to deliver the SMART service; and

Whereas Council approved an extension of the SMART services for 2021 at the November 4, 2020 regular Council meeting by resolution number 2020-511 due to the COVID-19 pandemic, **Therefore be it resolved that** Council direct staff to provide notice to SMART to continue with the use of their services for 2022.

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 15, 2021 (save and except items _____) and direct staff to proceed with all necessary administrative actions.

12.1.1.	CL2021-041- Government of Ontario Announcement re New Progressive Jackpot Raffle Offering and a new Social Gaming Licence	248 - 252
12.1.2.	FIN2021-040 Water and Wastewater Billings	253 - 255
12.1.3.	FIN2021-045 Financial Report – November 2021	256 - 261
12.1.4.	PW2021-060 How to Share the Road with Our Horse & Buggy Community Neighbours	262 - 267
12.1.5.	Librarian CEO Report	268
12.1.6.	November 2021 Building, Bylaw and Canine Report	269 - 271
12.1.7.	November 2021 Cheque Register	272 - 282

12.2. Correspondence (for information)

Be it resolved that Council receive the items on the Correspondence consent agenda dated December 15, 2021 (save and except items _____) as information.

12.2.1.	Grand River Watershed Committee - Municipal Representative Attendance	283
12.2.2.	GRCA - Draft Transition Plan Requirement under Ontario Regulation 687-21 - received November 29, 2021	284 - 290
12.2.3.	GRCA - General Meeting Summary - received November 26, 2021	291
12.2.4.	Ministry of the Environment, Conservation and Parks - Letter to Stakeholders - received December 6, 2021	292
12.2.5.	Ministry of Infrastructure - OCIF Funding Township of Southgate	293 - 296

**12.2.6. MPP Bill Walker - OCIF Funding to Local Municipalities - 297 - 299
received December 9, 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 15, 2021 (save and except items _____) as information.

- | | | |
|----------------|---|------------------|
| 12.3.1. | Town of Blue Mountains - Grey Gables Long Term Care 128-Bed Redevelopment - received November 29, 2021 | 300 |
| 12.3.2. | Town of Cochrane - Property Assessment - received November 30, 2021 | 301 |
| 12.3.3. | Town of Georgina - Plastic Wrap Disposal - received November 29, 2021 | 302 - 304 |
| 12.3.4. | City of Kitchener - Conversion Therapy - received December 1, 2021 | 305 - 307 |
| 12.3.5. | City of Kitchener - Fire Safety Measures - received December 1, 2021 | 308 - 309 |
| 12.3.6. | City of St. Catharines - National Childcare Program - received December 1, 2021 | 310 - 311 |
| 12.3.7. | Town of Penetanguishene - Concerning Rates of Recidivism - received December 7 2021 | 312 - 313 |
| 12.3.8. | Municipality of Meaford - Grey Gables Long Term Care 128-Bed Redevelopment - received December 8, 2021 | 314 |
| 12.3.9. | Township of Scugog - Bus Stop Dead End Roads - received December 8, 2021 | 315 - 319 |

12.4. Closed Session (for information)

Be it resolved that Council receive the items on the Closed Session consent agenda dated December 15, 2021 (save and except items _____) as information.

- 12.4.1. By-law 2021-100 - Tile Drain Loan Rating By-law - Confidential Schedule A**

12.4.2. Litigation or Potential Litigation – Recent Court Decision – Update

13. County Report

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

14. Members Privilege - Good News & Celebrations

15. Closed Meeting

None

15.1. Closed Session Consent Agenda Items - Agenda Item No.12.4

16. Confirming By-law

320

Be it resolved that by-law number 2021-189 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 15, 2021 be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

17. Adjournment

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

Schedule A – Request to Appear as a Delegation

I wish to appear before Council on: December 15th, 2021

(Please print clearly)

CONTACT NAME: Jaykob Thompson	
Additional Speaker: Kellie Rourke	
ADDRESS: [REDACTED]	
POSTAL CODE: [REDACTED]	TELEPHONE #: [REDACTED]
E-MAIL ADDRESS: [REDACTED]	

New Delegation

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

To present to council an update to the Youth Action Committee

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

An increase in the Youth Actions Committee budget to make it \$750.00

Additional Delegation Information

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

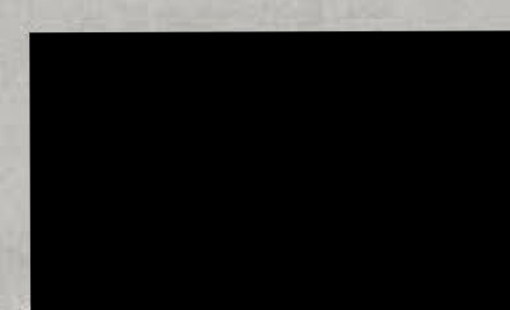
Note - if an individual appears as a delegation before Council, a further delegation from the same individual concerning the same topic(s) will not be permitted unless there is *significant* new information to be brought forward, subject to approval by the Clerk. Specific new information must be identified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

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

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

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

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

 _____ Nov 15 '21
Signature Date

Signature Date

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

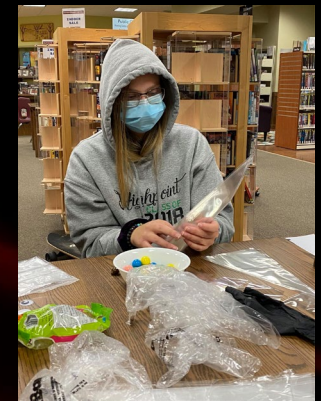
Approval

Council Date: December 15 2021

Municipal Clerk Initials:  _____



Meet Our 2021-2022 Members



- Building on success from last year YAC has increased from having 8 members in the 2020-2021 term to 13 current YAC members.

- Current YAC Members Include;

Chair Jaykob Thompson
Vice Chair Kelly Rourke
Treasurer Clair Osbourne
Secretary Ivan Bono
Social Media Administrator Emma Levesque
Media/ Press Reporter Dawn Patton
And Voting Members;
Josh Levesque, Casey Bricker, Heavlyn Sekyere, Mikayla Davis, and Marlon Gonazlez- Mendez





Our First Meeting

- Our term officially began on September 16th, 2021, when we appointed our positions.
- At this meeting we decided:
 - to table the change of Terms of Reference to a later meeting
 - Set a deadline for when we choose our new Y.A.C. Logo
 - To participate in the Halloween Fest with some events for youth.



Christmas 2021



Hanley Institute Christmas Market



2021 Dundalk Santa Claus Parade



Our Socials



Facebook

- @southgateYAC

Instagram

- @youthactioncommittee_sg



Photos from the Past Few Years



The image features a central oval with a watercolor texture, filled with shades of purple, blue, and pink. The text 'Y.A.C. Plans for the Future' is written in a yellow, sans-serif font across the middle of this oval. The background is black with several bright, diagonal streaks of light in red, orange, yellow, and green, creating a dynamic, futuristic feel.

Y.A.C. Plans for the Future



International Youth Day 2021



Youth Information Box



Movies in the Park



Workshops





Township of Southgate Minutes of Council Meeting

December 1, 2021
9:00 AM
Electronic Participation

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

Members Absent: Mayor John Woodbury

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

1. Electronic Access Information

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

2. Call to Order

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

3. Land Acknowledgement

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

4. Open Forum - Register in Advance

No members of the public spoke at open forum.

5. Confirmation of Agenda

No. 2021-702

Moved By Councillor Frew

Seconded By Councillor Sherson

Be it resolved that Council confirm the agenda as amended to include Staff Report FIN2021-039C in Closed Session rather than a verbal report as indicated under section 15.2.

Carried

6. Declaration of Pecuniary Interest

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

7. Delegations & Presentations

7.1 Grey County Climate Change Presentation - Linda Swanston

Council agreed to change the order of the Presentations to have Grey County present first.

No. 2021-703

Moved By Councillor Sherson
Seconded By Councillor Dobreen

Be it resolved that Council receive the Grey County Climate Change presentation as information.

Carried

7.2 Saugeen Valley Conservation Authority 2022 Budget Presentation – Laura Molson

No. 2021-704

Moved By Councillor Rice
Seconded By Councillor Shipston

Be it resolved that Council receive the Saugeen Valley Conservation Authority 2022 Budget presentation as information.

Carried

8. Adoption of Minutes

No. 2021-705

Moved By Councillor Shipston
Seconded By Councillor Frew

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.

Carried

9. Reports of Municipal Officers

9.1 Fire Chief Derek Malynyk

9.1.1 FIRE2021-012- Volunteer Fire Fighter Appointment

No. 2021-706

Moved By Councillor Rice
Seconded By Councillor Sherson

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.

Carried

9.2 Chief Building Official Bev Fisher

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

Moved By Councillor Dobreen
Seconded By Councillor Frew

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.

Councillor Dobreen moved the following amendment to the main motion.

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

Amendment:
No. 2021-707

Moved By Councillor Dobreen
Seconded By Councillor Shipston

Be it resolved that Council amend the motion and defer the approval of the permit and include that Council direct staff to carry out further consultations with the Grand River Conservation Authority and the Township/County roads departments to gather further information and to satisfy concerns of this request.

Yay (5): Deputy Mayor Milne, Councillor Dobreen, Councillor Sherson, Councillor Rice, and Councillor Shipston

Nay (1): Councillor Frew

Absent (1): Mayor Woodbury

Carried (5 to 1)

Motion as Amended:

No. 2021-708

Moved By Councillor Dobreen

Seconded By Councillor Frew

Be it resolved that Council defer the approval of the fill permit as presented; and

That Council direct staff to carry out further consultations with the Grand River Conservation Authority and the Township/County Transportation Departments to gather further information and to satisfy concerns of this request.

Carried

9.3 Clerk Lindsey Green

9.3.1 CL2021-034- Source Protection Committee Municipal Member Appointment

No. 2021-709

Moved By Councillor Shipston

Seconded By Councillor Dobreen

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.

Carried

**9.3.2 CL2021-035-Affordable/Attainable Housing
Committee Recommendation**

No. 2021-710

Moved By Councillor Frew

Seconded By Councillor Rice

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.

Carried

**9.3.3 CL2021-036- Election Sign By-law No. 2017-129
Amendment**

No. 2021-711

Moved By Councillor Rice

Seconded By Councillor Sherson

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.

Carried

9.3.4 CL2021-037-2022 Council Calendar Options Report

Moved By Councillor Shipston

Seconded By Councillor Frew

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.

Councillor Dobreen moved the following amendment to the main motion.

Amendment:

Moved By Councillor Dobreen

Seconded By Councillor Shipston

Be it resolved that Council amend the motion to add a third clause that states: "**That** Council approve evening meeting be held virtually only going forward."

Councillor Dobreen withdrew her amendment with consent of the seconder and the rest of Council.

No. 2021-712

Moved By Councillor Shipston

Seconded By Councillor Frew

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;

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

Carried

Council recessed at 10:52 AM and returned at 11:05 AM.

9.4 Public Works Manager Jim Ellis

9.4.1 PW2021-057 2021 - 2022 Winter Operations Plan

No. 2021-713

Moved By Councillor Sherson

Seconded By Councillor Dobreen

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.

Carried

9.5 Chief Administrative Officer Dave Milliner

9.5.1 CAO2021-079 Southgate TTH Dundalk Olde Town Hall Financial Partnership Use Agreement

No. 2021-714

Moved By Councillor Shipston

Seconded By Councillor Sherson

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

Carried

9.5.2 CAO2021-080 Dundalk Olde Town Hall Purchase and Sale Agreement to Wellington Capital Corporation

No. 2021-715

Moved By Councillor Frew

Seconded By Councillor Dobreen

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.

Carried

9.5.3 CAO2021-081 Holstein Dam Review of 2004 BM Ross Engineering Report

Moved By Councillor Sherson

Seconded By Councillor Rice

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.

Councillor Sherson moved the following amendment

Amendment:

No. 2021-716

Moved By Councillor Sherson

Seconded By Councillor Rice

Be it resolved that Council amend the motion to add a third clause that states: "**That** Council direct staff to take the action to refresh quotes and report back to Council."

Carried

Motion as Amended:

No. 2021-717

Moved By Councillor Sherson

Seconded By Councillor Rice

Be is resolved that Council receive Staff Report CAO2021-081 as information; and

That Council 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; and

That Council direct staff to take the action to refresh quotes and report back to Council.

Carried

Councillor Dobreen moved the following motion.

No. 2021-718

Moved By Councillor Dobreen

Seconded By Councillor Shipston

Be it resolved that Council proceed past noon.

Carried

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

No. 2021-719

Moved By Councillor Frew

Seconded By Councillor Sherson

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.

Carried

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

No. 2021-720

Moved By Councillor Dobreen

Seconded By Councillor Shipston

Be it resolved that Council receive staff report CAO2021-083 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.

Carried

9.6 HR Coordinator Kayla Best

9.6.1 HR2021-032 – Deputy Fire Chief Job Description Updates

No. 2021-721

Moved By Councillor Frew

Seconded By Councillor Sherson

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.

Carried

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

No. 2021-722

Moved By Councillor Sherson
Seconded By Councillor Shipston

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.

Carried

Council recessed for lunch at 12:46 PM and returned at 1:15 PM.

9.7 Planner Clinton Stredwick

9.7.1 PL2021-093 - ZBA C24-21 Flato East Redline

No. 2021-723

Moved By Councillor Frew
Seconded By Councillor Dobreen

Be it resolved that Council receive Staff Report PL2021-093 for information; and

That Council consider approval of By-law 2021-176.

Carried

9.7.2 By-law 2021-176 Flato East Redline Revision

Deputy Mayor Milne requested a recorded vote on the main motion.

No. 2021-724

Moved By Councillor Sherson
Seconded By Councillor Shipston

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.

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

Absent (1): Mayor Woodbury

Carried (6 to 0)

9.7.3 PL2021-102 - SP23-21 Elvin Martin

No. 2021-725

Moved By Councillor Rice

Seconded By Councillor Frew

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 Agreement.

Carried

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

Deputy Mayor Milne requested a recorded vote on the main motion.

No. 2021-726

Moved By Councillor Sherson

Seconded By Councillor Dobreen

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.

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

Absent (1): Mayor Woodbury

Carried (6 to 0)

10. By-laws and Motions

10.1 By-law 2021-174 Appoint Alternate Emergency Information Officer

Deputy Mayor Milne requested a recorded vote on the main motion.

No. 2021-727

Moved By Councillor Dobreen

Seconded By Councillor Frew

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.

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

Absent (1): Mayor Woodbury

Carried (6 to 0)

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

Deputy Mayor Milne requested a recorded vote on the main motion.

No. 2021-728

Moved By Councillor Rice

Seconded By Councillor Shipston

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.

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

Absent (1): Mayor Woodbury

Carried (6 to 0)

11. Notice of Motion

None.

12. Consent Items

12.1 Regular Business (for information)

No. 2021-729

Moved By Councillor Dobreen

Seconded By Councillor Rice

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

Carried

12.1.1 PW2021-056 Department Report

12.2 Correspondence (for information)

No. 2021-730

Moved By Councillor Sherson
Seconded By Councillor Frew

Be it resolved that Council receive the items on the Correspondence consent agenda dated December 1, 2021 (save and except items 12.2.2) as information.

Carried

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

12.2.2 SVCA - 2022 Draft Budget - received November 18, 2021

Councillor Dobreen moved the following motion.

No. 2021-731

Moved By Councillor Dobreen
Seconded By Councillor Shipston

Be it resolved that Council receive correspondence consent item 12.2.2 as information; and
That Council support the Saugeen Valley Conservation Authority's draft 2022 budget as received; and
That staff are directed to forward this resolution to SVCA for inclusion as correspondence on its December 16th Board agenda.

Carried

12.3 Resolutions of Other Municipalities (for information)

No. 2021-732

Moved By Councillor Shipston
Seconded By Councillor Dobreen

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

Carried

- 12.3.1 City of Kitchener - Liquor License Sales and Patio Extensions - received November 15, 2021**
- 12.3.2 Municipality of Chatham Kent - Vaccine Passport Program - received November 15, 2021**
- 12.3.3 Municipality of Chatham Kent - Homelessness Task Force - received November 15, 2021**
- 12.3.4 Municipality of Chatham Kent - Renovictions - received November 15, 2021**
- 12.3.5 Township of Alnwick Haldimand- Endorse Teen Driver Safety Week - received November 15, 2021**
- 12.3.6 Township of Amaranth - Bridge and Culvert Replacements - received November 23, 2021**
- 12.3.7 Village of Thornloe - MPAC assessment - received November 23, 2021**
- 12.3.8 Township of Chatsworth - Grey Gables Long Term Care 128 Bed Redevelopment - received November 24, 2021**
- 12.3.9 Township of Wainfleet - Infrastructure Funding - received November 24, 2021**
- 12.3.10 Regional Municipality of Durham - Bus Stop Dead End Roads - received November 24, 2021**
- 12.3.11 Northumberland County - Federal and Provincial Funding of Rural Infrastructure Projects - received November 24, 2021**

12.4 Closed Session (for information)

None.

13. County Report

Deputy Mayor Milne reviewed the highlights from the most recent County Council meeting that can be viewed [here](#). He also noted that

the voting for the 2022 Grey County Warden is taking place on December 7th at 11:00 AM.

14. Members Privilege - Good News & Celebrations

Councillor Sherson mentioned that the Dundalk Santa Claus Parade is on Saturday, December 4, 2021. Council will be in attendance at the Dundalk Santa Claus Parade. Councillor Dobreen noted that the Holstein Santa Claus Parade will be on December 11, 2021, and that Council will also be participating in the Holstein Santa Claus Parade. Councillor Frew mentioned that Flato Developments is wishing to contribute to the Dundalk Food Bank.

15. Closed Meeting

No. 2021-733

Moved By Councillor Shipston

Seconded By Councillor Frew

Be it resolved that Council proceed into closed session at 1:39 PM 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 - Staff Report FIN2021-039C); and

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

Carried

Council recessed at 1:39 PM and returned at 1:43 PM.

Councillor Frew returned to the meeting at 1:48 PM.

Chief Building Official Bev Fisher left the meeting at 2:39 PM and did not return.

No. 2021-734

Moved By Councillor Dobreen

Seconded By Councillor Rice

Be it resolved that Council come out of Closed Session at 2:45 PM.

Carried

Council recessed at 2:45 PM and returned at 2:47 PM.

**15.1 Advice that is Subject to Solicitor-Client Privilege
(Subject: Legal update regarding Building without a
Permit files - verbal update)**

No. 2021-735

Moved By Councillor Sherson

Seconded By Councillor Dobreen

Be it resolved that Council receive the verbal update regarding Building without a Permit files as information; and

That Council direct staff to proceed as discussed in Closed Session.

Carried

**15.2 Litigation or Potential Litigation (Subject: Update on
Outstanding Insurance Legal Claims – Staff Report
FIN2021-039C)**

No. 2021-736

Moved By Councillor Shipston

Seconded By Councillor Rice

Be it resolved that Council receive Staff Report FIN2021-039C Insurance Claim History as information.

Carried

16. Confirming By-law

Deputy Mayor Milne requested a recorded vote on the main motion.

No. 2021-737

Moved By Councillor Sherson

Seconded By Councillor Shipston

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 1st,

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): Deputy Mayor Milne, Councillor Dobreen, Councillor Sherson, Councillor Rice, Councillor Frew, and Councillor Shipston

Absent (1): Mayor Woodbury

Carried (6 to 0)

17. Adjournment

No. 2021-738

Moved By Councillor Dobreen

Seconded By Councillor Sherson

Be it resolved that Council adjourn the meeting at 2:49 PM.

Carried

Deputy Mayor Brian Milne

Clerk Lindsey Green



Township of Southgate

Minutes of Special Council Meeting

December 8, 2021
9 AM
Electronic Participation

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

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

1. Electronic Access Information

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

2. Call to Order

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

3. Open Forum - Register in Advance

No members of the public spoke at Open Forum.

4. Confirmation of Agenda

No. 2021-739

Moved By Councillor Dobreen

Seconded By Councillor Rice

Be it resolved that Council confirm the agenda as presented.

Carried

5. Declaration of Pecuniary Interest

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

6. Committee of the Whole

6.1 Resolve into Committee of the Whole

No. 2021-740

Moved By Councillor Frew

Seconded By Deputy Mayor Milne

Be it resolved that Council recess the Special Council meeting at 9:02 AM and move into the Committee of the Whole meeting to allow for fuller discussion regarding the 2022 Budget.

Carried

6.2 Appointment of Chair

No. 2021-741

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 December 8, 2021.

Carried

7. Reports of Municipal Officers

7.1 Treasurer William Gott

7.1.1 FIN2021-041 2022 Budget

Moved By Councillor Rice

Seconded By Deputy Mayor Milne

Be it resolved that Committee of the Whole receive Staff Report FIN2021-041 2022 Budget as information; and

That the Committee of the Whole recommend that Council receive Staff Report FIN2021-041 2022 Budget as information.

Council recessed at 10:37 AM and returned at 10:46 AM.

Councillor Dobreen moved the following amendment to the main motion.

Mayor Woodbury requested a recorded vote on the main motion.

Amendment:

No. 2021-742

Moved By Councillor Dobreen

Seconded By Councillor Shipston

Be it resolved that the Committee amend the second clause of the motion to state "**That** the Committee of the Whole recommend that Council direct staff to explore options to have the blended tax rate fall between 3.5% and 4% and report back to Council."

Yay (2): Councillor Dobreen, and Councillor Shipston

Nay (5): Mayor Woodbury, Deputy Mayor Milne, Councillor Sherson, Councillor Rice, and Councillor Frew

Failed (2 to 5)

Mayor Woodbury requested a recorded vote on the main motion.

No. 2021-743

Moved By Councillor Rice

Seconded By Deputy Mayor Milne

Be it resolved that Committee of the Whole receive Staff Report FIN2021-041 2022 Budget as information; and **That** the Committee of the Whole recommend that Council receive Staff Report FIN2021-041 2022 Budget as information.

Yay (4): Mayor Woodbury, Deputy Mayor Milne, Councillor Frew, and Councillor Shipston

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

Carried (4 to 3)

Councillor Dobreen moved the following motion.

No. 2021-744

Moved By Councillor Dobreen

Seconded By Councillor Shipston

Be it resolved that Council proceed past noon.

Carried

7.1.2 FIN2021-042 2022 Cost of Living Index

Mayor Woodbury requested a recorded vote on the main motion.

No. 2021-745

Moved By Councillor Shipston
Seconded By Deputy Mayor Milne

Be it resolved that the Committee of the Whole receive Staff Report FIN2021-042 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 3%, effective January 1, 2022 to affected agreement fees and reimbursements, and effective January 1, 2022 to the Wage/Salary Grid; and

That the Committee of the Whole recommend that Council approve the 2022 Wage Grid Option 2 as presented in Attachment 1

Yay (4): Mayor Woodbury, Deputy Mayor Milne, Councillor Frew, and Councillor Shipston

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

Carried (4 to 3)

8. Resolve back to Council

No. 2021-746

Moved By Councillor Frew
Seconded By Councillor Rice

Be it resolved that the Committee resolve back to the Special Council meeting at 12:08 PM.

Carried

9. Motions Resulting from Committee of the Whole

9.1 Staff Report FIN2021-041 2022 Budget

No. 2021-747

Moved By Deputy Mayor Milne
Seconded By Councillor Shipston

Be it resolved that Council receive Staff Report FIN2021-041 2022 Budget as information.

Carried

9.2 Staff Report FIN2021-042 2022 Cost of Living Index

No. 2021-748

Moved By Deputy Mayor Milne

Seconded By Councillor Dobreen

Be it resolved that Council receive Staff Report FIN2021-042 2022 Cost of Living Index as information; and

That Council approve the application of a cost of living index of 3%, effective January 1, 2022 to affected agreement fees and reimbursements, and effective January 1, 2022 to the Wage/Salary Grid; and

That Council approve the 2022 Wage Grid Option 2 as presented in Attachment 1.

Carried

10. Reports from Municipal Officers

10.1 HR Coordinator Kayla Best

10.1.1 HR2021-033 - Internal Administrative Finance and By-Law Posting

Moved By Councillor Dobreen

Seconded By Councillor Shipston

Be it resolved that Council receive Staff Report HR2021-033 for information; and

That Council approve and direct staff to post the job of Administrative, Finance and By-Law Assistant internally only.

Councillor Sherson moved the following amendment to the main motion.

Amendment:

No. 2021-749

Moved By Councillor Sherson

Seconded By Councillor Rice

Be it resolved that Council amend the second clause of the motion to state: "**That** Council direct staff to post the job of Administrative, Finance and By-law Assistant internally and externally."

Carried

Motion as Amended:

No. 2021-750

Moved By Councillor Dobreen

Seconded By Councillor Shipston

Be it resolved that Council receive Staff Report HR2021-033 for information; and

That Council direct staff to post the job of Administrative, Finance and By-Law Assistant internally and externally.

Carried

10.2 Economic Development Officer Terri Murphy

**10.2.1 EDO2021-003 - 2137569 Ontario Inc
(GREENLID) Purchase Sale of Eco Park Lands -
Relocation 27 Acres**

No. 2021-751

Moved By Councillor Dobreen

Seconded By Councillor Shipston

Be it resolved that Council receive Staff Report EDO2021-003 for information; and

That Council approve the Purchase & Sale Agreement to allow Greenlid to relocate to the larger 27 acre plus or minus lot being identified on the map included in this staff report as Attachment #1 16R-11609 Parts 1 and 6 for the

sale of lands in the Southgate Eco Park; and
That Council consider approving Municipal By-law 2021-158 the Purchase & Sale Agreement for 2137569 Ontario Inc. (Greenlid).

Carried

10.2.2 By-law 2021-158 - Purchase and Sale Agreement - 2137569 Ontario Inc. (GreenLid)

Mayor Woodbury requested a recorded vote on the main motion.

No. 2021-752

Moved By Councillor Dobreen

Seconded By Councillor Rice

Be it resolved that by-law number 2021-158 being a by-law to authorize a purchase and sale agreement between 2137569 Ontario Inc. and The Corporation of the Township of Southgate be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and entered into the by-law book.

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

Carried (7 to 0)

11. Confirming By-law

Mayor Woodbury requested a recorded vote on the main motion.

No. 2021-753

Moved By Deputy Mayor Milne

Seconded By Councillor Frew

Be it resolved that by-law number 2021-180 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 December 8,

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)

12. Adjournment

No. 2021-754

Moved By Deputy Mayor Milne

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

Carried

Mayor John Woodbury

Clerk Lindsey Green



Staff Report FIN2021-043

Title of Report: **FIN2021-043 Fees and Charges**

Department: **Finance**

Council Date: December 15, 2021

Recommendation:

Be it resolved that Council received Staff Report FIN2021-043 Fees and Charges as information; and

That Council consider By-law 2021-188, being a by-law to establish fees and charges for certain services provided by the Township of Southgate for approval.

Background:

By-law 2021-078, being a by-law to establish fees and charges for certain services provided by the Township of Southgate was approved on June 2, 2021, effective July 1, 2021.

Staff Comments:

Changes to Ontario Regulation 30/11 under the Funeral, Burial and Cremation Services Act, 2002 (FBCSA) that come into effect on January 1, 2022 increase minimum care and maintenance fund/account contribution amounts as shown in Attachment 2.

As a result, Southgate must update its flat rate marker charge and contribution. The remaining care and maintenance contributions are based on the prescribed percentages which have not changed and remain above the stated floor rate

Staff recommends approval of By-law 2021-188, being a by-law to establish fees and charges for certain services provided by the Township of Southgate to replace Schedule H of By-law 2021-078, effective January 1, 2022.

Financial Implications:

The increase in the flat rate marker charges and contribution has no net impact.

Communications & Community Action Plan Impact:

This report has been written and presented to Council in accordance with the Southgate Community Action Plan:

Mission Statement Pillars

- Trusted Government
- Economic Prosperity.

Themes:

- Municipal Services
- Public Communications

Core Values:

- Integrity
- Stewardship

Concluding Comments:

By-law 2021-188, being a by-law to establish fees and charges for certain services provided by the Township of Southgate be considered for approval.

Respectfully Submitted,

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

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

Attachment:

1. Schedule H - Proposed vs Current Fees and Charges Comparison
2. Bereavement Authority Ontario's Cemetery Care and Maintenance Fund Contribution Amount Increase Notice

Township of Southgate
By-law 2021-188 Fees and Charges
Schedule H - Cemetery

	Fee			HST	Total		Fee			HST	Total		Fee			HST	Total	
Plots																		
Interment Rights																		
Single (1)	\$	1,250.00	ea	\$	162.50	\$	1,250.00	ea	\$	162.50	\$	1,412.50	\$	-	\$	-	\$	-
Double (1)	\$	2,300.00	ea	\$	299.00	\$	2,300.00	ea	\$	299.00	\$	2,599.00	\$	-	\$	-	\$	-
Corner Posts	\$	160.00	ea	\$	20.80	\$	160.00	ea	\$	20.80	\$	180.80	\$	-	\$	-	\$	-
Mortuary Storage																		
Plot Holder	\$	200.00	ea	\$	26.00	\$	200.00	ea	\$	26.00	\$	226.00	\$	-	\$	-	\$	-
Non-Plot Holder	\$	250.00	ea	\$	32.50	\$	250.00	ea	\$	32.50	\$	282.50	\$	-	\$	-	\$	-
Issuance of Burial Permit (Registration of Death)	\$	25.00	ea	\$	-	\$	25.00	ea	\$	-	\$	25.00	\$	-	\$	-	\$	-
License to Inter	N/C						N/C											
Interments																		
Adult																		
Monday to Friday (excluding Statutory Holidays)																		
April 1 to December 14	\$	1,000.00	ea	\$	130.00	\$	1,000.00	ea	\$	130.00	\$	1,130.00	\$	-	\$	-	\$	-
December 15 to March 31	\$	1,200.00	ea	\$	156.00	\$	1,200.00	ea	\$	156.00	\$	1,356.00	\$	-	\$	-	\$	-
Saturday, Sunday, and Statutory Holidays																		
April 1 to December 14	\$	1,100.00	ea	\$	143.00	\$	1,100.00	ea	\$	143.00	\$	1,243.00	\$	-	\$	-	\$	-
December 15 to March 31	\$	1,300.00	ea	\$	169.00	\$	1,300.00	ea	\$	169.00	\$	1,469.00	\$	-	\$	-	\$	-
Child																		
Monday to Friday (excluding Statutory Holidays)																		
April 1 to December 14	\$	300.00	ea	\$	39.00	\$	300.00	ea	\$	39.00	\$	339.00	\$	-	\$	-	\$	-
December 15 to March 31	\$	800.00	ea	\$	104.00	\$	800.00	ea	\$	104.00	\$	904.00	\$	-	\$	-	\$	-
Saturday, Sunday, and Statutory Holidays																		
April 1 to December 14	\$	600.00	ea	\$	78.00	\$	600.00	ea	\$	78.00	\$	678.00	\$	-	\$	-	\$	-
December 15 to March 31	\$	1,000.00	ea	\$	130.00	\$	1,000.00	ea	\$	130.00	\$	1,130.00	\$	-	\$	-	\$	-
Infant																		
Monday to Friday (excluding Statutory Holidays)																		
April 1 to December 14	\$	200.00	ea	\$	26.00	\$	200.00	ea	\$	26.00	\$	226.00	\$	-	\$	-	\$	-
December 15 to March 31	\$	700.00	ea	\$	91.00	\$	700.00	ea	\$	91.00	\$	791.00	\$	-	\$	-	\$	-
Saturday, Sunday, and Statutory Holidays																		
April 1 to December 14	\$	400.00	ea	\$	52.00	\$	400.00	ea	\$	52.00	\$	452.00	\$	-	\$	-	\$	-
December 15 to March 31	\$	900.00	ea	\$	117.00	\$	900.00	ea	\$	117.00	\$	1,017.00	\$	-	\$	-	\$	-
Cremation																		
Monday to Friday (excluding Statutory Holidays)																		
April 1 to December 14	\$	400.00	ea	\$	52.00	\$	400.00	ea	\$	52.00	\$	452.00	\$	-	\$	-	\$	-
December 15 to March 31	\$	800.00	ea	\$	104.00	\$	800.00	ea	\$	104.00	\$	904.00	\$	-	\$	-	\$	-
Saturday, Sunday, and Statutory Holidays																		
April 1 to December 14	\$	500.00	ea	\$	65.00	\$	500.00	ea	\$	65.00	\$	565.00	\$	-	\$	-	\$	-
December 15 to March 31	\$	900.00	ea	\$	117.00	\$	900.00	ea	\$	117.00	\$	1,017.00	\$	-	\$	-	\$	-
Disinterment Fee	\$	1,000.00	ea	\$	130.00	\$	1,000.00	ea	\$	130.00	\$	1,130.00	\$	-	\$	-	\$	-
Foundation Installation	Actual cost						Actual cost								\$	-		
Staking Fee for Foundations	\$	60.00	ea	\$	7.80	\$	60.00	ea	\$	7.80	\$	67.80	\$	-	\$	-	\$	-

Township of Southgate
By-law 2021-188 Fees and Charges
Schedule H - Cemetery

	Fee		HST	Total		Fee		HST	Total		Fee		HST	Total
Monument Maintenance Fee (set by Province of Ontario)														
Upright - larger than 16 sq ft	\$	400.00	ea	\$	-	\$	400.00	\$	200.00	ea	\$	-	\$	200.00
Upright - 16 sq ft or less	\$	200.00	ea	\$	-	\$	200.00	\$	100.00	ea	\$	-	\$	100.00
Flat - larger than 173 sq in	\$	100.00	ea	\$	-	\$	100.00	\$	50.00	ea	\$	-	\$	50.00
Scattering Gardens														
Scattering Rights (1)	\$	300.00	ea	\$	39.00	\$	339.00	\$	300.00	ea	\$	39.00	\$	339.00
Memorialization	\$	600.00	ea	\$	78.00	\$	678.00	\$	600.00	ea	\$	78.00	\$	678.00
Scattering Fee														
Monday to Friday (excluding Statutory Holidays)														
April 1 to December 14	\$	30.00	ea	\$	3.90	\$	33.90	\$	30.00	ea	\$	3.90	\$	33.90
December 15 to March 31	NA		ea					NA		ea				
Saturday, Sunday, and Statutory Holidays														
April 1 to December 14	\$	120.00	ea	\$	15.60	\$	135.60	\$	120.00	ea	\$	15.60	\$	135.60
December 15 to March 31	NA		ea					NA		ea				
Columbarium														
Row A														
Niche (1)	\$	1,660.00	ea	\$	215.80	\$	1,875.80	\$	1,660.00	ea	\$	215.80	\$	1,875.80
Engraving	\$	625.00	ea	\$	81.25	\$	706.25	\$	625.00	ea	\$	81.25	\$	706.25
Inurnment	\$	225.00	ea	\$	29.25	\$	254.25	\$	225.00	ea	\$	29.25	\$	254.25
Total	\$	2,510.00		\$	326.30	\$	2,836.30	\$	2,510.00		\$	326.30	\$	2,836.30
Rows B & C														
Niche (1)	\$	1,460.00	ea	\$	189.80	\$	1,649.80	\$	1,460.00	ea	\$	189.80	\$	1,649.80
Engraving	\$	625.00	ea	\$	81.25	\$	706.25	\$	625.00	ea	\$	81.25	\$	706.25
Inurnment	\$	225.00	ea	\$	29.25	\$	254.25	\$	225.00	ea	\$	29.25	\$	254.25
Total	\$	2,310.00		\$	300.30	\$	2,610.30	\$	2,310.00		\$	300.30	\$	2,610.30
Row D														
Niche (1)	\$	1,360.00	ea	\$	176.80	\$	1,536.80	\$	1,360.00	ea	\$	176.80	\$	1,536.80
Engraving	\$	625.00	ea	\$	81.25	\$	706.25	\$	625.00	ea	\$	81.25	\$	706.25
Inurnment	\$	225.00	ea	\$	29.25	\$	254.25	\$	225.00	ea	\$	29.25	\$	254.25
Total	\$	2,210.00		\$	287.30	\$	2,497.30	\$	2,210.00		\$	287.30	\$	2,497.30
(1) Perpetual Care Contribution (included above):														
Plots														
Single	\$	500.00	ea			\$	500.00	\$	500.00	ea			\$	500.00
Double	\$	920.00	ea			\$	920.00	\$	920.00	ea			\$	920.00
Scattering Garden	\$	45.00	ea			\$	45.00	\$	45.00	ea			\$	45.00
Columbarium														
Row A	\$	249.00	ea			\$	249.00	\$	249.00	ea			\$	249.00
Rows B & C	\$	219.00	ea			\$	219.00	\$	219.00	ea			\$	219.00
Row D	\$	204.00	ea			\$	204.00	\$	204.00	ea			\$	204.00

Cemetery Care and Maintenance Fund/Account Contribution Amount Increases
(Effective January 1, 2022)

Contribution Type	Current Contribution Amount	Contribution Amount (effective January 1, 2022)
In-ground graves that are 2.23 m ² (24 ft ²) or larger	\$250 or 40% of price (whichever is greater)	\$290 or 40% of price (whichever is greater)
In-ground grave that is smaller than 2.23 m ² (24 ft ²)	\$150 or 40% of price (whichever is greater)	\$175 or 40% of price (whichever is greater)
Tomb, crypt or compartment in a public mausoleum	\$500 or 20% of price (whichever is greater)	\$830 or 20% of price (whichever is greater)
Niche or compartment in a public columbarium	\$100 or 15% of price (whichever is greater)	\$165 or 15% of price (whichever is greater)
Scattering ground for which there will be only one scattering rights holder	\$100 or 40% of price (whichever is greater)	\$115 or 40% of price (whichever is greater)
Scattering ground for which there will be more than one scattering rights holder	\$25 or 15% of price (whichever is greater)	\$30 or 15% of price (whichever is greater)
Scattering ground for which there will be no scattering rights holder	\$25	\$30
A private mausoleum provided or constructed by a person other than the cemetery operator is installed in a cemetery	\$500 multiplied by the number of tombs, crypts, compartments or 20% of the sum of specified prices (whichever is greater)	\$575 multiplied by the number of tombs, crypts, compartments or 20% of the sum of specified prices (whichever is greater)
A private columbarium provided or constructed by a person other than the cemetery operator is installed in a cemetery	\$100 multiplied by the number of niches and compartments or 15% of the sum of specified prices (whichever is greater)	\$115 multiplied by the number of niches and compartments or 15% of the sum of specified prices (whichever is greater)
To establish a cemetery	\$100,000	\$165,000
Flat marker measuring less than 1,116.13 cm ² (173 in ²)	\$0	\$0
Flat marker measuring at least 1,116.23 cm ² (173 in ²)	\$50	\$100
Upright marker measuring 1.22 m (4 ft) or less in height and 1.22 m (4 ft) or less in length, including the base	\$100	\$200
Upright marker measuring more than 1.22 m (4 ft) in either height or length, including the base	\$200	\$400

The Corporation of the Township of Southgate

By-law Number 2021-188

being a by-law to amend by-law number 2021-078, being a
by-law to establish fees and charges for certain services provided by the
Township of Southgate

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

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

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

Whereas Sections 390 to 400 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, authorizes a municipality to impose fees or charges on persons, for services or activities provided or done by or on behalf of it, and for the use of its property including property under its control,

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

1. **That** Schedule H of By-law 2021-078 be replaced with the revised schedule as attached hereto and forming part of this by-law; and
2. **That** this by-law shall come into force and effect January 1, 2022.

Read a first, second and third time and finally passed this 15th day of December, 2021.

John Woodbury – Mayor

Lindsey Green – Clerk

Township of Southgate
By-law 2021-188 Fees and Charges
Schedule H - Cemetery

	Fee	HST	Total
Plots			
Interment Rights			
Single (1)	\$ 1,250.00 ea	\$ 162.50	\$ 1,412.50
Double (1)	\$ 2,300.00 ea	\$ 299.00	\$ 2,599.00
Corner Posts	\$ 160.00 ea	\$ 20.80	\$ 180.80
Mortuary Storage			
Plot Holder	\$ 200.00 ea	\$ 26.00	\$ 226.00
Non-Plot Holder	\$ 250.00 ea	\$ 32.50	\$ 282.50
Issuance of Burial Permit (Registration of Death)	\$ 25.00 ea	-	\$ 25.00
License to Inter	N/C		
Interments			
Adult			
Monday to Friday (excluding Statutory Holidays)			
April 1 to December 14	\$ 1,000.00 ea	\$ 130.00	\$ 1,130.00
December 15 to March 31	\$ 1,200.00 ea	\$ 156.00	\$ 1,356.00
Saturday, Sunday, and Statutory Holidays			
April 1 to December 14	\$ 1,100.00 ea	\$ 143.00	\$ 1,243.00
December 15 to March 31	\$ 1,300.00 ea	\$ 169.00	\$ 1,469.00
Child			
Monday to Friday (excluding Statutory Holidays)			
April 1 to December 14	\$ 300.00 ea	\$ 39.00	\$ 339.00
December 15 to March 31	\$ 800.00 ea	\$ 104.00	\$ 904.00
Saturday, Sunday, and Statutory Holidays			
April 1 to December 14	\$ 600.00 ea	\$ 78.00	\$ 678.00
December 15 to March 31	\$ 1,000.00 ea	\$ 130.00	\$ 1,130.00
Infant			
Monday to Friday (excluding Statutory Holidays)			
April 1 to December 14	\$ 200.00 ea	\$ 26.00	\$ 226.00
December 15 to March 31	\$ 700.00 ea	\$ 91.00	\$ 791.00
Saturday, Sunday, and Statutory Holidays			
April 1 to December 14	\$ 400.00 ea	\$ 52.00	\$ 452.00
December 15 to March 31	\$ 900.00 ea	\$ 117.00	\$ 1,017.00
Cremation			
Monday to Friday (excluding Statutory Holidays)			
April 1 to December 14	\$ 400.00 ea	\$ 52.00	\$ 452.00
December 15 to March 31	\$ 800.00 ea	\$ 104.00	\$ 904.00
Saturday, Sunday, and Statutory Holidays			
April 1 to December 14	\$ 500.00 ea	\$ 65.00	\$ 565.00
December 15 to March 31	\$ 900.00 ea	\$ 117.00	\$ 1,017.00
Disinterment Fee	\$ 1,000.00 ea	\$ 130.00	\$ 1,130.00
Foundation Installation	Actual cost		
Staking Fee for Foundations	\$ 60.00 ea	\$ 7.80	\$ 67.80
Monument Maintenance Fee (set by Province of Ontario)			
Upright - larger than 16 sq ft	\$ 400.00 ea	\$ -	\$ 400.00
Upright - 16 sq ft or less	\$ 200.00 ea	\$ -	\$ 200.00
Flat - larger than 173 sq in	\$ 100.00 ea	\$ -	\$ 100.00
Scattering Gardens			
Scattering Rights (1)	\$ 300.00 ea	\$ 39.00	\$ 339.00
Memorialization	\$ 600.00 ea	\$ 78.00	\$ 678.00
Scattering Fee			
Monday to Friday (excluding Statutory Holidays)			
April 1 to December 14	\$ 30.00 ea	\$ 3.90	\$ 33.90
December 15 to March 31	NA ea		
Saturday, Sunday, and Statutory Holidays			
April 1 to December 14	\$ 120.00 ea	\$ 15.60	\$ 135.60
December 15 to March 31	NA ea		

Township of Southgate
By-law 2021-188 Fees and Charges
Schedule H - Cemetery

	Fee		HST	Total
Columbarium				
Row A				
Niche (1)	\$ 1,660.00 ea		\$ 215.80	\$ 1,875.80
Engraving	\$ 625.00 ea		\$ 81.25	\$ 706.25
Inurnment	\$ 225.00 ea		\$ 29.25	\$ 254.25
Total	\$ 2,510.00		\$ 326.30	\$ 2,836.30
Rows B & C				
Niche (1)	\$ 1,460.00 ea		\$ 189.80	\$ 1,649.80
Engraving	\$ 625.00 ea		\$ 81.25	\$ 706.25
Inurnment	\$ 225.00 ea		\$ 29.25	\$ 254.25
Total	\$ 2,310.00		\$ 300.30	\$ 2,610.30
Row D				
Niche (1)	\$ 1,360.00 ea		\$ 176.80	\$ 1,536.80
Engraving	\$ 625.00 ea		\$ 81.25	\$ 706.25
Inurnment	\$ 225.00 ea		\$ 29.25	\$ 254.25
Total	\$ 2,210.00		\$ 287.30	\$ 2,497.30
(1) Perpetual Care Contribution (included above):				
Plots				
Single	\$ 500.00 ea			\$ 500.00
Double	\$ 920.00 ea			\$ 920.00
Scattering Garden	\$ 45.00 ea			\$ 45.00
Columbarium				
Row A	\$ 249.00 ea			\$ 249.00
Rows B & C	\$ 219.00 ea			\$ 219.00
Row D	\$ 204.00 ea			\$ 204.00



Staff Report FIN2021-044

Title of Report: **FIN2021-044 Appointment of Auditor**

Department: **Finance**

Council Date: December 15, 2021

Recommendation:

Be it resolved that Council receive Staff Report FIN2021-044 Appointment of Auditor as information; and

That Council appoint BDO Canada LLP as the auditor of the annual financial statements for the fiscal years of 2021 and 2022.

Background:

On August 4, 2021, Council received Staff Report FIN2021-025 Financial Report – 2020 Audited Financial Statements and approved the 2020 Audited Financial Statements as presented. BDO Canada LLP was the firm engaged to audit the 2020 Financial Statements.

Staff Comments:

BDO Canada LLP has been appointed auditors of the, financial statements since 2000.

Staff had planned to issue an RFP for audit service in 2021. However, with the delay in the completion of the 2020 audit due to the pandemic, an RFP has not yet been issued.

BDO Canada LLP (BDO) has notified Southgate that due to staffing issues, the earliest the 2021 audit could begin would be June 6, 2022, with the financial statements being anticipated being taken to Council in August 2022. BDO has asked for Southgate to confirm that we would like to continue to retain them for the 2021 annual financial statement audit.

To date, Southgate has never issued an RFP for the services of a financial auditor and continually re-appointed BDO Canada LLP.

Staff intended to issue an RFP for the 2021 fiscal year, however with delays due to the pandemic, one has not been issued. And with the ongoing staffing issues being experienced across the industry, staff believes now is not the ideal time to issue an RFP.

As staff intends to refresh the general ledger format in 2022, staff recommends appointment of BDO Canada LLP for the fiscal years of 2021 and 2022.

Financial Implications:

The 2021 Budget anticipated \$45,000 for the cost of the 2021 financial statement audit.

Communications & Community Action Plan Impact:

This report has been written and presented to Council in accordance with the Southgate Community Action Plan:

Mission Statement Pillars

- Trusted Government
- Economic Prosperity.

Themes:

- Municipal Services
- Public Communications

Core Values:

- Integrity
- Stewardship

Concluding Comments:

BDO Canada LLP (BDO) has notified Southgate that due to staffing issues, the earliest the 2021 audit could begin would be June 6, 2022, with the financial statements being anticipated being taken to Council in August 2022. BDO has asked for Southgate to confirm that we would like to continue to retain them for the 2021 annual financial statement audit. With ongoing staffing issues being experienced across the industry, staff believes now is not the ideal time to issue an RFP. And since staff intends to refresh the general ledger format in 2022, staff recommends appointment of BDO Canada LLP for the fiscal years of 2021 and 2022.

Respectfully Submitted,

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

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

Attachment:

1 BDO Canada LLP Notification

William Gott

From: Smith, Traci
Sent: November 29, 2021 2:13 PM
To: William Gott
Cc: Perry, Jacob; Strangway-Calder, Robyn
Subject: 2020 Annual Financial Statement Audit

Follow Up Flag: Follow up
Flag Status: Flagged

Liam

As discussed, I wanted to confirm if Southgate would like to retain BDO to provide audit services for the 2021 annual financial statement audit.

Southgate has been an important and valued client of BDO for many years and we look forward to the opportunity to continue to work with you.

Unfortunately, due to staff shortages we would be unable to commence the year-end audit until June 6th.

This timing would allow us to have a team lead by Jacob Perry, Manager, who lead the team in 2020 and who has extensive municipal experience.

We would also commit to attending the early August Council meeting to present the draft financial statements for approval.

This commitment will only be possible if municipal staff are able to have all journal entries, account analysis, and working papers prepared prior to the commencement of the audit.

This includes all opening balances, capital asset and reserve transactions and that few, if any, journal entries will be required once the audit proceeds.

Please confirm if BDO will be reappointed for 2021 as soon as possible so that an interim audit can be scheduled for the beginning of January.

Regards,

Traci

Traci Smith, CPA, CGA, LPA, BA

Partner

BDO & Company LLP

Office: 519-376-6110

1717 2nd Avenue East

PO Box 397

Owen Sound, Ontario N4K 5P7

Canada

Tel: 519-376-6110

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www.bdo.ca

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BDO est fier de commanditer Hockey Canada



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BDO est fier d'être l'un des 100 meilleurs employeurs du Canada



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À la lumière des directives des autorités gouvernementales, notre bureau local de BDO est rouvert, mais à capacité limitée. Les associés et les employés de BDO travaillent de la maison et offrent la plus haute qualité de service à nos clients. Pour mettre à jour vos préférences en matière de messages électroniques, veuillez vous rendre au [centre d'inscription en ligne](#).

The information contained in this communication is confidential and intended only for the use of those to whom it is addressed. If you have received this communication in error, please notify me by telephone (collect if necessary) and delete or destroy any copies of it. Thank you.

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



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

Staff Report CL2021-038

Title of Report: CL2021-038 2022 Council Meeting Calendar Approval
Department: Clerks
Branch: Legislative and Council Services
Council Date: December 15, 2021

Recommendation:

Be it resolved that Council receive Staff Report CL2021-038 as information; and
That Council approve the 2022 Council Meeting Calendar, as presented; and
That Council direct the Clerk to bring back necessary amendments to the Procedural By-law regarding meeting times and any other recommended updates.

Background:

In accordance with the Procedural By-law, 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.

Staff Comments:

The proposed 2022 Council/Committee calendar is included in this report as Attachment #1. At the December 1, 2021, Council meeting, Council approved a start time change from 7:00 PM to 6:00 PM for the second regular monthly night meeting to begin. This change is reflected on the calendar.

The Police Service Board and the Ruth Hargrave Memorial Library Board meeting dates are also included in the calendar, which have been approved by both boards for 2022. Staff have added the meeting dates for the Seniors Advisory Committee, Recreation Advisory Committee, Public Liaison Committee and the Affordable/Attainable Housing Committee in accordance with committee recommendations and past years meeting schedules. The Community Fund Committee and the Fire Department Advisory and Support Committee meet on an as needed basis so are not included in the calendar.

The Committee of Adjustment and Public Planning meeting dates have been added as per our past practice of the fourth Wednesday of every month beginning at 9:00 AM and 1:00 PM. Committee of Adjustment and Public Planning meetings will only be conducted if there are applications received to be heard by the Committee or need a public meeting conducted. Public Planning meetings may also be included with Council meetings if required.

Statutory holidays/office closures, major municipal conferences and key 2022 Municipal Election dates have also been included to the calendar.

Upon the approval of the 2022 Calendar by Council, staff will provide the necessary notice of these scheduled meetings on the Township website and send to Council and Committee member's calendars.

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 provide accurate information to Council and the public.

Concluding Comments:

That Council receive Staff Report CL2021-038 as information and that Council approve the 2022 Council Meeting Calendar, as presented and that Council direct the Clerk to bring back necessary amendments to the Procedural By-law regarding meeting times and any other recommended updates.

Respectfully Submitted,

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

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

Attachment(s):

1. 2022 Council Meeting Calendar



2022 Council & Committee Meeting Schedule

January							February							March							
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	
ROMA - January 23rd - 25th						1	30	31	1	2 Council 9AM	3	4	5			1	2 Council 9AM	3	4	5	
2	3 New Year's Lieu	4	5	6	7	8	6	7	8	9	10 SAC 2PM	11	12	6	7	8	9	10	11	12	
9	10	11	12	13	14	15	13	14	15	16 Council 6PM	17 REC 2PM LIB 6PM	18	19	13	14	15 PSB 9AM	16 Council 6PM	17 LIB 6PM	18	19	
16	17	18 PSB 9AM	19 Council 9AM	20 LIB 6PM	21	22	20	21	25 AAHC 7PM	23 CofA 9AM PP 1PM	24	25	26	20	21	25 AAHC 7PM	23 CofA 9AM PP 1PM	24	25	26	
23	24	25 AAHC 7PM	26 CofA 9AM PP 1PM	27	28	29	27	28	OGRA - February 27th - March 2nd					27	28	29	30	31			
April							May							June							
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	
					1	2	1	2	3	4 Council 9AM	5	6	7	FCM - June 2nd - 5th OACA - June 5th - 8th			1 Council 9AM	2	3	4	
3	4	5	6 Council 9AM	7 SAC 2PM	8	9	8	9	10 PLC 7PM	11	12	13	14	5	6	7	8	9 SAC 2PM	10	11	
10	11	12	13	14	15 Good Friday	16	15	16	17 PSB 9AM	18 Council 6PM	19 REC 2PM LIB 6PM	20	21	12	13	14	15 Council 6PM	16	17	18	
17	18 Easter Monday	19	20 Council 6PM	21 LIB 6PM	22	23	22	23 Vic Day	24 AAHC 7PM	25 CofA 9AM PP 1PM	26	27	28	19	20	21	22 CofA 9AM PP 1PM	23 LIB 6PM	24	25	
24	25	25 AAHC 7PM	27 CofA 9AM PP 1PM	28	29	30	29	30	31	OSUM - May 4th - 6th				26	27	26 AAHC 7PM	29	30			
July							August							September							
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	
					1 Canada Day	2	31	1 Civic Hol	2	3 Council 9AM	4	5	6						1	2	3
3	4	5	6 Council 9AM	7	8	9	7	8	9	10	11 SAC 2PM	12	13	4	5 Labour Day	6	7 Council 9AM	8	9	10	
10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15 REC 2PM LIB 6PM	16	17	
17	18	19 PSB 9AM	20	21 LIB 6PM	22	23	21	22	25 AAHC 7PM	24 CofA 9AM PP 1PM	25	26	27	18	19	20 PSB 9AM	21 Council 6PM	22	23	24	
24	25	25 AAHC 7PM	27 CofA 9AM PP 1PM	28	29	30	28	29	30	31	AMO - Aug 14th - 17th			25	26	25 AAHC 7PM	28 CofA 9AM PP 1PM	29	30		
October							November							December							
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	
2022 Municipal Election Online & Telephone Voting Period						1	30	31	1	2	3	4	5						1	2	3
2	3	4	5 Council 9AM	6	7	8	6	7	8	9	10	11 12	12	4	5	6	7 Council 9AM	8	9	10	
9	10 Thanks giving	11	12	11 SAC 2PM	14 Advance Voting Opens	15	13	14	15	16 Council Training 9AM	17 Council Traning 9AM LIB 6PM	18	19	11	12	13	14 2023 Budget CoW 9AM	15	16	17	
16	17	18	19	20 LIB 6PM	21	22	20	21 Inagural Meeting	22	23 2023 Budget CoW 9AM	24	25	26	18	19	20	21 Council 6PM	22	23	24	
23	24 Voting Day	25	26	27	28	29	27	28	29	30 2023 Budget CoW 9AM				25	26 Boxing Day	27 X-mas Lieu	28	29	30	31	
Holiday /Office Closed Conferences Committee of Adjustment(CofA), Public Planning(PP)							Police Services Board(PSB) Recreation Advisory Committee(REC) Seniors Advisory Committee(SAC)							Ruth Hargrave Memorial Library Board(LIB) Public Liason Committee(PLC) Affordable/Attainable Housing Committee(AAHC)							



Staff Report CL2021-039

Title of Report: CL2021-039-2022 Municipal Elections Voting Services
Contract Award Approval
Department: Clerks
Branch: Legislative and Council Services
Council Date: December 15, 2021

Recommendation:

Be it resolved that Council receive Staff Report CL2021-039 for information; and
That Council approve awarding the 2022 Municipal Elections Internet and Telephone Voting Services contract to ScytI Canada Inc.; and
That Council approves the Clerk accepting the proposal from ScytI Canada Inc. on behalf of the Township.

Background:

Staff released a Request for Proposals (RFP) document for the 2022 Municipal Elections Internet and Telephone Voting Services during the week of November 1, 2021. The RFP closed on November 30, 2021, at 2:00 PM.

Staff Comments:

Staff members including Treasurer William Gott, Customer Service & Support Holly Malynyk and Clerk Lindsey Green conducted the RFP closing electronically via GoToMeeting software shortly after the 2:00 PM submission deadline on November 30th. One submission was received from [ScytI Canada Inc.](http://www.scytI.com)

Staff then conducted a review of the submission from ScytI Canada Inc. and completed the first stage of the evaluation which consisted of a review of the proposal based on non-financial rated criteria and allocating points based on a five-point scale for each of the different criteria. The proposal from ScytI Canada Inc. scored 91% on this portion of the evaluation.

The second stage of the evaluation was pricing which consisted of a scoring of the submitted pricing of each qualified proposal. Each proposal would receive a percentage of the total possible points allocated to price by dividing the lowest proposal price by that specific Proponent's price. Staff did not complete the pricing review as only one RFP was submitted.

Scytl Canada Inc. is an Ontario based company who have worked with multiple municipalities in Ontario in both the 2014 and 2018 municipal elections and are a worldwide leader in secure online voting technology.

Staff had the opportunity to participate in a webinar with Scytl Canada Inc. earlier this year and are confident that they will meet the needs of the Township to provide functional, secure, and accessible voting services for the 2022 Municipal Election.

Financial Implications:

The price submitted by Scytl Canada Inc. was expressed as a cost per elector, which would include any by-elections between 2022 and 2026. The financial implications to the Township of Southgate Election reserve would be \$21,300.00 plus HST, based off 6000 electors as provided for in the RFP document.

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 CL2021-039 for information and that Council approve awarding the 2022 Municipal Elections Internet and Telephone Voting Services contract to Scytl Canada Inc. and that Council approves the Clerk accepting the proposal from Scytl Canada Inc. on behalf of the Township.

Respectfully Submitted,

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

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

Attachments: None



Staff Report CL2021-040

Title of Report: CL2021-040-Support Simcoe County Resolution re:
Annual Emergency Exercise Requirement
Department: Clerks
Branch: Legislative and Council Services
Council Date: December 15, 2021

Recommendation:

Whereas *Ontario Regulation 380/04: Standards under the Emergency Management and Civil Protection Act* sets the municipal standards for emergency management programs in Ontario and requires municipalities to conduct an annual exercise with their Emergency Control Group in order to evaluate the municipality's emergency response plan and procedures, O. Reg. 380/04, s. 12 (6);

Whereas Emergency Management Ontario previously granted municipalities exemption for the annual exercise requirement when the municipality experienced an actual emergency with documented proof of the municipality actively engaging their emergency management procedures and plan in response to the emergency;

Whereas on August 5, 2021 the Chief, Emergency Management Ontario issued a memo to Community Emergency Management Coordinators stating that effective immediately, the Chief, EMO would no longer be issuing exemptions to the O. Reg. 380/04 requirement to conduct an annual exercise;

Whereas municipalities experience significant costs and burden to staff resources when faced with the response to an actual emergency and activation of their Emergency Control Group and/or Emergency Operations Centre;

Whereas a municipality's response to an actual emergency is more effective than an exercise in evaluating its emergency response plan and procedures as mandated by O. Reg. 380/04;

Whereas planning, conducting and evaluating an emergency exercise requires significant time and effort for the Community Emergency Management Coordinator and Municipal Emergency Control Group that is duplicated when the municipality experiences a real emergency;

Now Therefore Be It Resolved That the Corporation of the Township of Southgate hereby requests the Province of Ontario to amend *Ontario Regulation 380/04* under the *Emergency Management and Civil Protection Act* to provide an exemption to the annual exercise requirement for municipalities that have activated their Emergency Control Group and/or Emergency Response Plan in response to an actual emergency that year in recognition of the significant resources used to respond to the emergency and the effectiveness of such response in evaluating the municipality's emergency response plan and procedures; and

That a copy of this resolution be forwarded to the Honourable Doug Ford, Premier of Ontario, the Honourable Steve Clark, Minister of Municipal Affairs and Housing, the Honourable Sylvia Jones, Solicitor General, Grey-Bruce MPP Bill Walker, and all other municipalities in Ontario.

Background:

Staff received correspondence (Attachment 1) from the County of Simcoe through the County of Grey Emergency Management Department who explained that earlier this year, a group of Simcoe County CEMCs discussed the communication that we received from OFMEM in August, that there will no longer be any exceptions to the annual exercise requirement, even if the municipality experienced an actual emergency that year.

Feeling frustrated, they drafted a resolution for Simcoe County Council to send to the province to have this practice amended in 2022. Along with a report to council, the resolution was presented and approved. Simcoe County is looking for other municipalities to support their resolution and also appeal to the province.

Staff Comments:

Staff are very supportive of the resolution approved by Simcoe County and are looking for Council to support the motion. When a municipality is experiencing a declared emergency, staff resources are focussed on the emergency that is happening and do not feel it necessary to further exhaust efforts by conducting an exercise when members of the emergency control group have already experienced and learnt from the current emergency.

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 consider supporting the motion regarding the annual emergency exercise requirement in accordance with the Emergency Management and Civil Protection Act.

Respectfully Submitted,

Dept. Head: *Original Signed By*

Lindsey Green, Clerk/Alternate CEMC

CAO Approval: *Original Signed By*

Dave Milliner, CAO

Attachments: Simcoe County Resolution re Annual Exercise Requirement



At its meeting of November 23, 2021, Simcoe County Council approved the following recommendation of the Council Committee of the Whole:

Recommendation 2021-341

Moved by: Councillor Dan Davidson
Seconded by: Councillor Anita Dubeau

That Item CCW 2021-381, dated November 23, 2021, regarding the legislative requirement for municipalities to conduct an annual exercise with the Emergency Control Group, be received; and

That County Council endorse the Resolution, attached as Schedule 1 to this Item, requesting the Province of Ontario to amend Ontario Regulation 380/04 under the Emergency Management and Civil Protection Act to provide an exemption to the annual exercise requirement for municipalities that have activated their Emergency Control Group and/or Emergency Response Plan in response to an actual emergency that year; and

That a copy of the subject resolution be forwarded to the Honourable Doug Ford, Premier of Ontario; the Honourable Caroline Mulroney, MPP York-Simcoe; the Honourable Steve Clark, Minister of Municipal Affairs and Housing; the Honourable Sylvia Jones, Solicitor General; and all other municipalities in Ontario.

CARRIED


Warden


County Clerk

WHEREAS *Ontario Regulation 380/04: Standards* under the *Emergency Management and Civil Protection Act* sets the municipal standards for emergency management programs in Ontario and requires municipalities to conduct an annual exercise with their Emergency Control Group in order to evaluate the municipality's emergency response plan and procedures, O. Reg. 380/04, s. 12 (6);

WHEREAS Emergency Management Ontario previously granted municipalities exemption for the annual exercise requirement when the municipality experienced an actual emergency with documented proof of the municipality actively engaging their emergency management procedures and plan in response to the emergency;

WHEREAS on August 5, 2021 the Chief, Emergency Management Ontario issued a memo to Community Emergency Management Coordinators stating that effective immediately, the Chief, EMO would no longer be issuing exemptions to the O. Reg. 380/04 requirement to conduct an annual exercise;

WHEREAS municipalities experience significant costs and burden to staff resources when faced with the response to an actual emergency and activation of their Emergency Control Group and/or Emergency Operations Centre;

WHEREAS a municipality's response to an actual emergency is more effective than an exercise in evaluating its emergency response plan and procedures as mandated by O. Reg. 380/04;

WHEREAS planning, conducting and evaluating an emergency exercise requires significant time and effort for the Community Emergency Management Coordinator and Municipal Emergency Control Group that is duplicated when the municipality experiences a real emergency;

THEREFORE, BE IT RESOLVED that Council for the Municipality of _____ hereby requests the Province of Ontario to amend *Ontario Regulation 380/04* under the *Emergency Management and Civil Protection Act* to provide an exemption to the annual exercise requirement for municipalities that have activated their Emergency Control Group and/or Emergency Response Plan in response to an actual emergency that year in recognition of the significant resources used to respond to the emergency and the effectiveness of such response in evaluating the municipality's emergency response plan and procedures; and

That a copy of this resolution be forwarded to the Honourable Doug Ford, Premier of Ontario, the Honourable Caroline Mulroney, MPP York-Simcoe, the Honourable Steve Clark, Minister of Municipal Affairs and Housing, the Honourable Sylvia Jones, Solicitor General, and all other municipalities in Ontario.

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



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

Staff Report PW2021-058

Title of Report: PW2021-058 Southgate Special Public Event and Road Closure Policy
Department: Public Works
Branch: Transportation & Public Safety
Council Date: December 15, 2021

Recommendation:

Be it resolved that Council receive Staff Report PW2021-058 for information; and
That Council consider approving the Southgate Special Public Event and Road Closure Policy No. 91 as presented; and
That Council consider approval of the Policy #91 by municipal By-Law 2021-185

Background:

Staff received a request for a Block Party in the Summer of 2021. Staff responded at the time with COVID restrictions to contact the Grey Bruce Health Unit for direction and the streets at this time, for this event location are unassumed in a subdivision development.

With staff discussions knowing that this and other requests will be coming forward in the future, and other Township annual events, that adopting a Special Public Events & Road Closure Policy should be updated and created.

Staff Comments:

The Southgate Special Public Event and Road Closure Policy No. 91 includes processes, other contacts, legislation, licencing and bylaws that may be applicable for a special public event.

Special Public Events includes a demonstration, parade, sports event, festival, carnival, donation station, street dance, residential block party, sidewalk sale, outdoor mass and other like events where municipal property use is required. An application form Schedule "A" is required to be submitted 45 days in advance of the event, a larger event over 1,000 attendees will require Southgate Council approval for the event.

Consideration for other Southgate department approvals and inspection could involve the Fire & Building Departments for the application. The policy also requires proof of insurance, written notification of the event to Grey Bruce Ontario Provincial Police Detachment and Operational Plan if required. Other agencies may also be required for notification if triggered such as Grey Bruce Health Unit for food handling or alcohol licencing as some examples.

For events that are reoccurring annually, Schedule "A" will be resubmitted for a permit to be issued.

The Southgate Special Public Event and Road Closure Policy No. 91. will come into effect on January 1, 2022.

Financial Implications:

A non-refundable application fee of \$50.00 will be submitted to the Township with the event form for administration fees. Those community groups that have a charitable not-for-profit status may apply to the Township Council for a application fee exemption.

Communications & Community Action Plan Impact:

Goal 2 - Revitalizing Downtown Dundalk

Strategic Initiatives:

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

Concluding Comments:

Staff recommends that Council receive Staff Report PW2021-058 for information, and that Council consider approving the Southgate Special Public Event and Road Closure Policy No. 91 by municipal by-law

Respectfully Submitted,

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

Human Resources: **Original Signed By**
Kayla Best, HR Coordinator/ Assistant to the CAO

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

Attachments:

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

BY-LAW NUMBER 2021-185

being a By-law to adopt a "Special Events and Road Closure Policy"
known as Policy Number 91

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

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

Whereas the Council of The Township of Southgate has deemed it desirable to adopt a policy with respect to special events and road closures,

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

1. **That** the "Special Events and Road Closure Policy" known as Policy No. 91, attached hereto as Schedule A is hereby adopted; and
2. **That** this by-law shall come into force and effect on the date of its passing.

Read a first, second and third time and finally passed this 15th day of December, 2021.

John Woodbury – Mayor

Lindsey Green – Clerk



Special Public Event & Road Closure Policy

Purpose

The purpose of this policy is to clearly define the responsibilities and procedures for anyone from the public applying for a Special Public Event or Road Closure in the Township of Southgate.

Policy Scope

This Policy applies to all Special Public Events, Parades, Road Closure requests within the Township of Southgate.

Definitions

1. **"Special Public Event"** includes a demonstration, parade, sports event, festival, carnival, donation station, street dance, residential block party, sidewalk sale, outdoor mass and other like events where municipal property use is required.

General

1. Submission of a Special Public Event Application Form (Schedule A) is required for all Special Events.
2. All Special Public Event Application Forms must be submitted a minimum of 45 days prior to an event.
3. Applications must be complete for all applicable components in the submission.
4. All pertaining Township of Southgate and County of Grey by-laws and Provincial/Federal regulations and applicable legislation must be adhered to as indicated below in section "Event Compliance".
5. If your event requires non-emergency First Aid/Ambulance Services on site, you may contact Grey County Emergency Medical Services. There are also private service providers that may meet the requirements of your event, for example, St. John's Ambulance.
6. Waste collection and disposal are the applicant's responsibility. More information on the Township's waste and recycling program is available [here](#).

Approval Conditions

1. The applicant agrees to the following conditions:
 - a. Completion of attached application form.
 - b. A valid Certificate of Insurance, in a form acceptable to the Township with receipt to liability for priority damage and personal injury for a minimum amount of \$5,000,000.00 for any one accident or occurrence for bodily injury, death and damage to property including the loss of use thereof. The Policy must name the Township of Southgate as an additional named insured. The Policy must include coverage for cross liability and shall contain an endorsement to provide the Township of Southgate with 30 days written notice of cancellation or material change that would diminish coverage.
 - c. The security and safety of all private and public events is the responsibility of the event applicant. The applicant must copy the Township of Southgate on their written notification of the event to the Grey Bruce OPP detachment.
 - d. Application fee

TOWNSHIP OF SOUTHGATE

Policy # 91

Special Event & Road Closure Policy

Approval Date: December 15, 2021



2. The applicant agrees to save harmless and indemnify the Township of Southgate and its elected representatives, officers, employees and agents from and against any and all claims, demands, suits, actions, causes of action and/or proceedings that may be brought against or made upon the Municipality and/or its elected representatives, officers, employees or agents by any person or persons arising out of matters in any way related to any act, failure to act or otherwise of the applicant and/or its employees, officers, servants, volunteers and against in respect of, or pertaining to the special event described in this application or anything pertaining to the Special Public Event Permit should one be granted.
3. Events occurring on Municipal property may require the completion of an operational plan upon request by the Township of Southgate or the Grey Bruce OPP Detachment. The operational plan may require security provisions consisting of any combination of volunteer security, paid private security or paid duty police officers. The required number and type of security personnel is dictated by the type of event, attendance capacity and size of the venue.
4. Emergency access to sites, buildings and participants must be maintained during events. The Ontario Fire Code and Ontario Building Code require fire access routes. For more information, please contact the Fire Chief, at 519-923-2402.

Approval Process and Timelines for Special Public Events

PROCESS	TIMELINE
Application received by Public Works Manager at Hopeville Administration Office	45 days prior to planned event
Application reviewed for completeness. If required, more information obtained from applicant	Reviewed upon receipt; allow 3-day period to obtain more information.
Application circulated to all Municipal Departments for review.	Allow 5-day period for review.
Depending on feedback received from Municipal Departments, it may be necessary to contact applicant for clarification and/or recommend change to event.	Allow 3-day period to contact applicant for clarification and/or recommend change to event.
Prepare Staff Report to be presented at upcoming Council Meeting as either an information item or as an approval item (item category determined by nature of event).	Council Meetings held every 2 weeks. Agenda items required 1 week prior to Meeting. Allow 28-day period to prepare Staff Report and place on agenda.
Depending on feedback received from Council, it may be necessary to contact applicant for clarification and/or recommend change to event.	Allow 3-day period to contact applicant for clarification and/or recommend change to event.
Issue Permit.	Permit to be provided to applicant 20 days before event.
Complete survey.	Post event feedback.



Application Fees

1. All application fees are payable to the Township of Southgate. Charitable not-for-profit community organizations may apply to the Township for an exemption of this application fee for Council to consider.
2. A non-refundable administration fee will apply to all event applications. See Southgate's Fees and Charges By-Law for amount.
3. Other fees may apply for additional municipal services that are requested.
4. The applicant may also be required to post a financial deposit, performance bond, a letter of credit or other security irrevocable up to 90 days after the conclusion of the event. The reason for the need for securities is to cover damages to public property or damaged municipal property and/or to complete the post event cleanup not completed by the applicant and returning the site to normal conditions.

Event Compliance

The event must comply with all applicable legislation, by-laws, policies and procedures, including but not limited to:

1. [Accessibility for Ontarians with Disabilities Act, 2005](#)
2. [Smoke-Free Ontario Act](#) and [Township of Southgate Smoke Free Public Places Policy #43](#)
3. [Ontario Building Code](#)
4. [Township of Southgate Noise By-Law](#)
5. [Township of Southgate Fireworks By-Law](#)
6. [Provincial Alcohol Guidelines](#)
7. [Southgate Alcohol Risk Management Policy #31](#)
8. Grey Bruce Public Health [Food Handling guidelines](#)
9. [Alcohol and Gaming Commission of Ontario \(AGCO\) for Lottery Licenses](#)
10. [Township of Southgate Open Air Burn By-Law](#) (Burn Permit)
11. TSSA (Technical Standards & Safety Authority) for Mobile Food Service Equipment
12. Capacity limits
13. [SOCAN Tariff](#)



SCHEDULE A – Special Public Event Application Form

Special Public Event Application Form

Applications must be complete and submitted 45 calendar days prior to the planned event, together with payment of application fee, to the Public Works Manager, Township of Southgate.

Mailing Address: 185667 Grey Road 9 Dundalk ON N0C 1B0

Telephone Number: 519-923-2110

Email Address: jellis@southgate.ca

See Township of Southgate Special Event Policy #91 for all details and guidelines.

Applicant Information

Applicant Name: _____

Organization: _____

Address: _____

Telephone: Day _____ Evening _____

Email: _____

Proposed Event Information

Event Name: _____

Date(s) and Start Time / End Time (include any days required for set-up and clean-up):

Is the event: First Annual Numbers of Years Held:

Location (include facility name, property address, property owner):

TOWNSHIP OF SOUTHGATE
Policy # 91
Special Event & Road Closure Policy



SCHEDULE A – Special Public Event Application Form

Overview of Proposed Event				Council approval required
Yes	No	Component	Details	
		Open to the public?	Indicate expected attendance: _____ Attendance > 1,000 requires Council's approval.	*
		Entrance fee to attend?	Provide fee structure on next page.	
		Road use/closure required?	Provide details on next page. Attach map.	
		Alcohol used/sold?	Copy of Special Occasion Permit required. Events with alcohol require Council's approval.	*
		Fireworks		
		Event to be deemed municipally significant?	Deeming an event to be municipally significant may be required to apply for/obtain a Special Occasion Permit for a public event. Council resolution required.	*
		Tents, stage or portable structures to be installed on the site?	Provide details on next page, show proposed structures on site map. Building Permit and inspection(s) may be required.	
		Music to be played?	If playing live or recorded music, SOCAN tariff may apply (Society of Composers, Authors and Music Publishers of Canada).	
		Amplified sound system at event?	If using amplified sound system, Noise Exemption may be required.	
		Food concessions?	Health Unit Food Permit required.	
		Lottery, raffle and other Games of Chance?	Lottery licence required.	
		Open fire?	Burn Permit may be required.	
		Carnival or amusement rides? Bouncy castle?	Provide details on next page (type, size, supplier, etc.)	
		Petting zoo, animal show or other use of animals?	Provide details on next page.	
		Use of Municipal resources requested (barricades, snow fence, electrical/water hookup)?	Provide details on next page (specify need, quantity, dates/time, delivered or picked up). Cost as per Municipal Fees & Charges By-Law applicable. Limited resources available. Council's approval required.	*
		Scheduling of Municipal staff requested?	Example: firefighters stationed at track side.	
		Any digging required for tent stakes, pegs, fence posts, signs, etc?	Provide details on next page (specify need, location, etc.). May be necessary to obtain utility locates for services in/near area.	
		Has the Grey Bruce OPP Detachment been notified?	OPP notification mandatory.	
		Will provision be made for emergency medical service?	Provide details on next page (Grey County EMS? Trained staff/volunteers on site?)	



SCHEDULE A – Special Public Event Application Form

Use this page to provide **more detail** on the event components checked as "Yes" on the Event Overview. Attach additional pages as required.

Also required as part of this application is a **detailed site plan** (attach as a separate page). The site plan shall include:

- North directional arrow.
- Location of all temporary and permanent structures.
- Location showing how vehicles will enter/exit the site, relevant street/road names and intersections.
- Directional arrows to indicate route to be followed for parade, race, etc.
- Location of barricades, spectator area and on/off site parking.
- Location of command post, medical/first aid stations, emergency vehicle access points and all exits.
- Location of food service areas, restrooms, hand wash stations, beer garden, designated smoking area, gates, fences and entry/exit points.
- If event is to be held on privately owned property, indicate distance from event facilities/structures to property lines.

Details:



SCHEDULE A – Special Public Event Application Form

Required Attachments to Application

- 1. Insurance:** As an attachment to the Special Public Event application, the applicant shall provide written proof that the applicant has obtained a General Liability Insurance Policy in relation to the event with limits of not less than FIVE MILLION DOLLARS (\$5,000,000) inclusive per occurrence for bodily injury, death and damage to property including the loss of use thereof. See Policy #91 for more details on Insurance Requirements.
- 2. Operation Plan (if applicable):** Events occurring on Municipal property may require the completion of an operational plan upon request by the Township of Southgate or the Grey Bruce OPP Detachment. The operational plan may require security provisions consisting of any combination of volunteer security, paid private security or paid duty police officers. The required number and type of security personnel is dictated by the type of event, attendance capacity and size of the venue.
- 3. Application Fees:** Refer to Southgate Fees and Charges by-law for details on amounts. Cheques to be made out to Township of Southgate.

Responsibilities, Acknowledgements and Consent of the Applicant

1. Responsibilities and Acknowledgements:

Should the special public event be approved, I agree to the following as an applicant or on behalf of the organization for whom this application is being made:

- To ensure the physical setting is kept safe for participants and the general public attending the event.
- If I become aware of a situation that could lead to injury or property damage, I will take immediate and decisive action to prevent participants and the general public attending the event from engaging in activities or conduct that could cause property damage or harm to themselves or others.
- In the event of an incident including but not limited to bodily injury to a participant/public/myself or damage to municipal owned property or third-party property, I will: call emergency services (911) when assistance is required; advise the Municipality of the incident the next business day (Public Works Manager ext. 250); and cooperate with municipal staff, police and investigating authorities, and any insurance companies involved.
- To use municipal facilities and equipment provided, if applicable, in a manner consistent with its intended use and application.
- To abide by the by-laws, rules, regulations, policies and procedures of the Township of Southgate.
- I understand that the issuance of a Special Public Event Permit in no way constitutes approval to engage in any unlawful activity and hereby agree to conduct myself/organization in a manner that does not contravene any federal, provincial or county law.

2. Agreement to Indemnify and Hold Harmless:

The undersigned applicant agrees to save harmless and indemnify the Township of Southgate and its elected representatives, officers, employees and agents from and against any and all



SCHEDULE A – Special Public Event Application Form

claims, demands, suits, actions, causes of action and/or proceedings that may be brought against or made upon the Municipality and/or its elected representatives, officers, employees or agents by any person or persons arising out of matters in any way related to any act, failure to act or otherwise of the applicant and/or its employees, officers, servants, volunteers and against in respect of, or pertaining to the special event described in this application or anything pertaining to the Special Public Event Permit should one be granted.

3. Release of Waiver of Liability:

The undersigned applicant hereby releases, waives and forever discharges the Municipality and its elected representatives, officers, employees and agents from all liability to itself and its heirs, executors, administrators and assigns for all loss or damage and any claims or demands for such loss or damage on account of injury to person or damage to property for which the Municipality may be responsible in respect of the conduct of the said event.

4. Consent to Collect, Use and Disclose Personal and Other Information: Personal information on this form is collected for the purposes of administration, management and enforcement of the Municipality's special event permits and applications. Personal information, along with other information provided with this application, will be shared among authorized municipal staff for the purposes of administering and managing approvals and permits required for the special event. Questions concerning this collection may be addressed to the Clerk by calling 519-923-2110 ext 230 or emailing lgreen@southgate.ca

I certify that I have read this entire application form and am fully aware of the terms and conditions and of my obligations created by it. I acknowledge that if all terms and conditions are not fulfilled, any approvals received from the Township of Southgate for the event will be revoked or suspended.

I certify that I am at least 18 years of age, I am a knowledgeable person regarding the event*, and if applicable, authorized to act on behalf of the organization applying for the permit.

*A "knowledgeable person regarding the event" is defined as a person who is aware of the procedures necessary and risks involved with organizing such events.

Applicant's Signature_____ Date of Signature_____

Applicant's Name_____

TOWNSHIP OF SOUTHGATE
Policy # 91
Special Event & Road Closure Policy
Approved:



SCHEDULE B – Special Public Event Permit

SPECIAL PUBLIC EVENT PERMIT

Name of Event: _____

Date of Event: _____ Time: _____

Location of Event: _____

Details on approval conditions:

Approval Signature of Township of Southgate:

Date:

Printed Name & Title of Approver:

Council Resolution Required?

☐ YES ☐ NO

If yes, Resolution Number: _____



Staff Report PW2021-059

Title of Report: PW2021-059 Carton Council of Canada 2021
Community Education Award
Department: Public Works
Branch: Waste Resources and Diversion Management
Council Date: December 15, 2021

Recommendation:

Be it resolved that Council receive Staff Report PW2021-059 for information; and
That Council direct staff to sign and return the Carton Council of Canada Agreement.

Background:

The Carton Council of Canada launched an initiative which was developed to encourage proactive recycling education efforts, featuring food and beverage cartons, in communities across Ontario. The Carton Council of Canada Community Education Award program received submissions in the fall of 2021.

Public Works Administrative Assistant Lisa Wilson submitted our Southgate website information, sortsouthgate.ca tool, our mail out calendars and diversion flyers that are mailed to every address in Southgate every year, which includes cartons in the waste information flyer. Additionally, a simple graphic for Cartons flyer which will be used in advertising was submitted (2021 & 2022). (Attachment #1, 2 & 3)

Staff Comments:

Isabelle Faucher, Managing Director responded by email, "On behalf of the Carton Council of Canada, I am pleased to congratulate you on your successful participation in our inaugural Community Education Award program. Thirteen organizations in the province successfully took part in this campaign.

The following message will be communicated on the Township website and on Facebook in recognition of the award:

The Township of Southgate is proud to be recognized as a Carton Council of Canada 2021 Community Education Award recipient! This award recognizes Southgate's recycling education efforts, featuring food and beverage cartons. We are proud to be a part of creative campaigns that teach us all more about recycling and its positive impact on our communities and province.

Carton Council of Canada has provided an agreement to be signed and returned to fulfill the release of the Program Funds award.

Financial Implications:

The Township of Southgate will receive \$2,000.00 Program Funds from the Carton Council of Canada.

These funds will be allocated to the WRDM Operational Budget for Promotion & Education.

Communications & Community Action Plan Impact:

Goal 5 - Upgrading our "Hard Services"

Concluding Comments:

Staff recommends that Council receive Staff Report PW2021-059 for information, and that Council direct staff to sign and return the Carton Council of Canada Agreement.

Respectfully Submitted,

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

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

Attachments:

- Attachment # 1 – Carton Flyer
- Attachment # 2 – Waste information
- Attachment # 3 – 2022 Waste Calander
- Attachment # 4 - Carton Council of Canada Agreement

Did you know?



You can recycle cartons in Southgate!



Not sure where it goes? Go to www.SortSouthgate.ca to find out!

● transfer stations

All Southgate residents have access to either transfer station during the hours of operation listed below.

Dundalk Transfer Station

752178 Ida St. South, Dundalk

Tuesday 10am - 3pm

Thursday* 10am - 3pm (*April & May only)

Saturday 9am - 1pm

Egremont Transfer Station

413013 Southgate Sdrd 41, Egremont

Wednesday 10am - 3pm

Saturday 9am - 1pm



Hazardous waste can be brought to the HazBin, which alternates between the two Transfer Stations.

Dundalk Transfer Station

Feb Mar Apr | Aug Sept Oct

Egremont Transfer Station

May Jun Jul | Nov Dec Jan

accepted bulky items

Brush (clean wood)*

Clothing

Dirty wood*

Drywall*

Electronics

Freon & non-freon appliances*

Furniture & mattresses*

Gently used items

Hazardous waste**

Household garbage

Large metal items

Recyclables

Scrap steel

Shingles*

Tires (max. 10 per day, without rims)

* A small fee will apply to cover processing costs. Please refer to the fees and charges by-law for costs. All other items are free for Southgate residents.

**For more information about hazardous waste, see the HazBin program below.

accepted hazardous materials

Antifreeze

Automotive batteries

Fire extinguishers

Fluorescent lights & CFL bulbs

Lawn fertilizers & pesticides

Mercury-containing measuring devices

Oil filters & containers (< 25L per visit)

Paints & coatings

PH balancing chemicals for pools

Pressurized containers (e.g. propane, oxygen and helium tanks)

Single-use and rechargeable batteries

Solvents (e.g. paint thinners, strippers, lacquer, contact cement, degreasers)

Pharmaceuticals and sharps should be returned where they were purchased.

For more information on what is accepted, please visit www.sortsouthgate.ca

For more detailed information, download the **recyclecoach™** app or visit www.SortSouthgate.ca

Southgate's Sorting Guide

GREEN CART



BLUE CART



GREY CART



Some images provided by Dufferin County.

Did you know, when wrong items are placed in the Blue Cart, it risks the outcome of the entire truckload of recyclables?

In recent years, changes in global recycling markets have forced municipalities to make sure their Blue Cart materials are free of contamination - things like Styrofoam, unrinsed containers, plastic bags, scrap metal and bulky plastics. When there's too much contamination, trucks are rejected at the Sorting Facility and the material has to be re-sorted or sent to landfill. **Either option ends up costing taxpayer dollars.**

Please, do your part to keep our Blue Cart program successful and efficient. If you're not sure where something goes, visit www.SortSouthgate.ca to use our online sorting tool.

Staff will be monitoring contamination with the collection truck cameras and will provide notices to residents who are in contravention of the sorting policy. **Failure to comply will result in the discontinuation of your cart collection services.**

Top 5: Most Commonly Seen Unacceptable Items





2022 Cart Collection Schedule

All carts **must** be at the curb by **7 a.m.**

Carts should be placed 1 metre apart at the grass line or at the end of your laneway.

The **COMPOST CART** is collected every week.

The **RECYCLE CART** and **GARBAGE CART** are collected on alternating weeks.

ZONES

1 2 3 4

To confirm your regular collection day, see reverse for collection zones.

JANUARY

	S	M	T	W	T	F	S
							1
CG	2	3	4	5	6	7	8
CR	9	10	11	12	13	14	15
CG	16	17	18	19	20	21	22
CR	23	24	25	26	27	28	29
CG	30	31					

FEBRUARY

	S	M	T	W	T	F	S
CG			1	2	3	4	5
CR	6	7	8	9	10	11	12
CG	13	14	15	16	17	18	19
CR	20	21	22	23	24	25	26
CG	27	28					

MARCH

	S	M	T	W	T	F	S
CG			1	2	3	4	5
CR	6	7	8	9	10	11	12
CG	13	14	15	16	17	18	19
CR	20	21	22	23	24	25	26
CG	27	28	29	30	31		

APRIL

	S	M	T	W	T	F	S
						1	2
CR	3	4	5	6	7	8	9
CG	10	11	12	13	14	15	16
CR	17	18	19	20	21	22	23
CG	24	25	26	27	28	29	30

MAY

	S	M	T	W	T	F	S
CR	1	2	3	4	5	6	7
CG	8	9	10	11	12	13	14
CR	15	16	17	18	19	20	21
CG	22	23	24	25	26	27	28
CR	29	30	31				

JUNE

	S	M	T	W	T	F	S
CR				1	2	3	4
CG	5	6	7	8	9	10	11
CR	12	13	14	15	16	17	18
CG	19	20	21	22	23	24	25
CR	26	27	28	29	30		

JULY

	S	M	T	W	T	F	S
						1	2
CG	3	4	5	6	7	8	9
CR	10	11	12	13	14	15	16
CG	17	18	19	20	21	22	23
CR	24	25	26	27	28	29	30
	31						

AUGUST

	S	M	T	W	T	F	S
CG		1	2	3	4	5	6
CR	7	8	9	10	11	12	13
CG	14	15	16	17	18	19	20
CR	21	22	23	24	25	26	27
CG	28	29	30	31			

SEPTEMBER

	S	M	T	W	T	F	S
CG					1	2	3
CR	4	5	6	7	8	9	10
CG	11	12	13	14	15	16	17
CR	18	19	20	21	22	23	24
CG	25	26	27	28	29	30	

OCTOBER

	S	M	T	W	T	F	S
							1
CR	2	3	4	5	6	7	8
CG	9	10	11	12	13	14	15
CR	16	17	18	19	20	21	22
CG	23	24	25	26	27	28	29
CR	30	31					

NOVEMBER

	S	M	T	W	T	F	S
CR			1	2	3	4	5
CG	6	7	8	9	10	11	12
CR	13	14	15	16	17	18	19
CG	20	21	22	23	24	25	26
CR	27	28	29	30			

DECEMBER

	S	M	T	W	T	F	S
CR					1	2	3
CG	4	5	6	7	8	9	10
CR	11	12	13	14	15	16	17
CG	18	19	20	21	22	23	24
CR	25	26	27	28	29	30	31

Not sure where it goes? Go to www.SortSouthgate.ca to find out!

Collection Zones

See reverse for schedule and holiday interruptions.

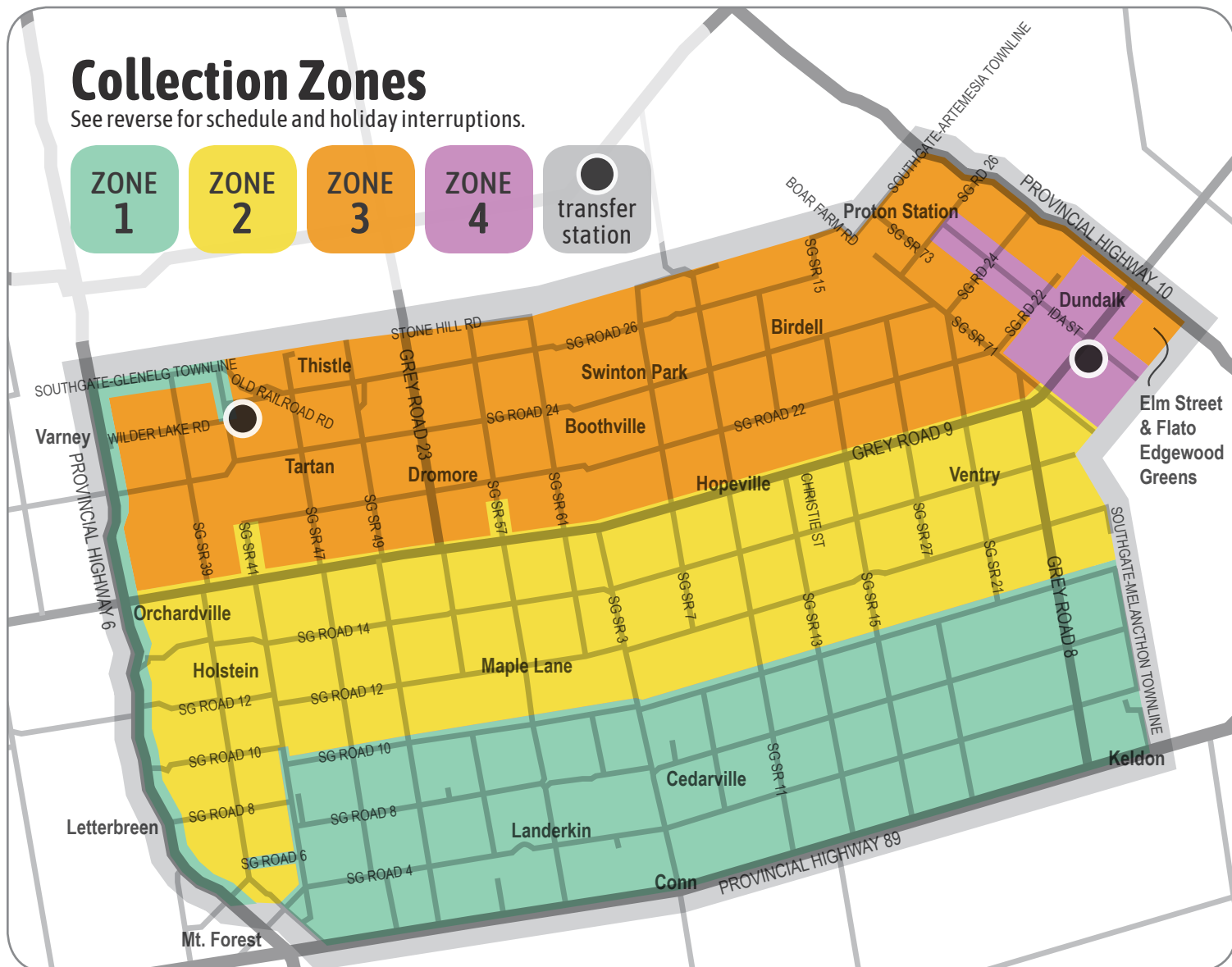
ZONE 1

ZONE 2

ZONE 3

ZONE 4

transfer station



Egremont Transfer Station
 413018 Southgate Sdrd 41, Egremont
 Wednesday 10am - 3pm
 Saturday 9am - 1pm

haz bin May Jun Jul | Nov Dec Jan

Dundalk Transfer Station
 752178 Ida St. South, Dundalk
 Tuesday 10am - 3pm
 Thursday* 10am - 3pm (*April & May only)
 Saturday 9am - 1pm

haz bin Feb Mar Apr | Aug Sept Oct

example schedule

	S	M	T	W	T	F	S
CG	1	2	3	4	5	6	7
CR	8	9	10	11	12	13	14
CG	15	16	17	18	19	20	21
CR	22	23	24	25	26	27	28
CG	29	30	31				



16

The **COMPOST CART** is collected every week. The **GARBAGE CART** and **RECYCLE CART** are collected on alternating weeks. Video cameras are mounted on trucks to verify contents and cart placement during pickups.

In the event of a holiday Monday, collections are shifted forward a day for that week. Holidays that occur during the week (e.g. Christmas, Boxing Day, New Years, Canada Day, Remembrance Day) may require a different schedule. Check the **recyclecoach** app, our website, or facebook for announcements.



519.923.2110 x252 | Township of Southgate | www.southgate.ca

Public Liaison Committee meetings are held at the Administration Building at 7pm. Visit southgate.ca for dates.

December 7th, 2021

Dear Township of Southgate,

This Letter of Agreement ("Agreement") is made between **Carton Council of Canada** ("CCC), and the **Township of Southgate** ("Recipient") in connection with CCC's **Community Education Award Program** ("Program"). For good and valuable consideration, receipt of which is hereby acknowledged, parties hereby agree as follows:

Specifically, our agreement is as follows:

1. Within 30 days after the Recipient's return to the Carton Council of a copy of this letter signed and dated by the Recipient, CCC will pay to the Recipient the amount of \$2,000 (the "Program Funds"). The Program Funds will be paid by wire transfer of funds to an account designated in writing by the Recipient.
2. Recipient is encouraged to use the Grant for future recycling education efforts. The Recipient hereby agrees to release and hold CCC harmless from any third party claims arising out of the Recipient's use of the Grant.
3. **No Lobbying.** Recipient agrees that no portion of the Grant will be used for any of the following: (a) to lobby or otherwise attempt to influence legislation; or (b) to influence the outcome of any specific public election or participate or intervene in any political campaign on behalf of any candidate for public office or conduct, directly or indirectly, any voter registration drive.
4. **Intellectual Property.** Recipient grants CCC a free and perpetual right to use Recipient's name, logos, trademarks, service marks, artwork, designs, Submission in the Contest and/or other intellectual property (collectively, "Recipient's Intellectual Property"), for purposes of promoting the Program and the Grant, in all media now known or hereafter invented, including, but not limited to, in all publicity materials (e.g., press materials, press releases, etc.), as well as in paid media online and in social media (collectively, "Media").
5. **Warranties.** Each party warrants and represents that it has the full power, right and authority to enter into this Agreement and perform its obligations hereunder; and it agrees to comply with all Canadian laws applicable when performing any services and/or fulfilling its obligations under the Agreement.

This Agreement is entered into with the understanding that CCC has no obligation to provide any other or additional support to Recipient. This Agreement, together with the Community Education Award Program Terms And Conditions, constitutes the entire agreement between the parties relating to the subject matter hereof, and all prior agreements, correspondence, discussions, negotiations and understandings of the parties regarding such subject matter are hereby superseded by this Agreement. No amendment, waiver, or modification of this Agreement shall be valid unless made in writing and signed by both parties. This Agreement will be governed by and construed in accordance with the laws of the province of Ontario without regard to conflicts of law principles. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their permitted successors and permitted assigns. The provisions of this Agreement may not be amended or waived unless such amendment or waiver is set forth in a writing signed by both parties. Neither party may assign this Agreement, or any rights or obligations under this Agreement, without the prior written consent of the other party; and any attempted assignment without such consent will be null and void and of no force or effect *ab initio*. This Agreement may be executed by facsimile or electronic signature and may be executed in separate counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument.

Please confirm the Recipient's agreement with the terms of this letter by arranging to have a copy of this letter signed and dated by the Recipient and returned to the Carton Council emailed to ifaucher@recyclecartons.ca.

[Signatures on the following page]

Very truly yours,

CARTON COUNCIL OF CANADA

By

Name: Isabelle Faucher

Signature:



Title: Managing Director

Date: December 7th 2021

ACCEPTED AND AGREED:

[RECIPIENT]

By

Name: _____

Signature: _____

Title: _____

Date: _____

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

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

Staff Report CAO2021-084

Title of Report: Southgate-SEGCHC Land Lease Agreement Final for
Approval for New Dundalk Health Centre Project & Parking
Lot Area

Department: Administration

Council Date: December 15, 2021

Council Recommendation:

Be it resolved that Council receive staff report CAO2021-084 as information; and
That Council approve the SEGCHC-Southgate Land Lease Agreement document as
presented; and

That Council consider approving the SEGCHC-Southgate Land Lease Agreement by
municipal By-law 2021-175 at the December 15th, 2021 meeting.

Background:

The purpose of this report is to provide a report to Council for the approval of the
Southgate-SEGCHC Land Lease Agreement for the new Dundalk Community Health
Centre project.

Staff Comments

Staff have created the final version of the SEGCHC-Southgate Land Lease
Agreement document that is included with the By-law 2021-175 in the December
15, 2021 Council agenda.

Southgate staff recommend that Southgate Council approve the agreement as
presented at this time. This agreement has been reviewed by our lawyer
(confirmation Attachment #1 email) and by our insurance company Intact Public
Entities (confirmation Attachment #2 email) as part of the review process. SEGCHC
staff support this lease agreement as presented and will be seeking their Board
approval once approved by Southgate.

Staff recommend approval of the lease agreement document as presented.

Financial Impact or Long Term Implications

There is no financial impact to the municipality as a result of this report to the 2021
budget other than staff time and legal costs to review the agreement. The SEGCHC
Dundalk Clinic project funding will cover the costs associated with the land transfer
costs and the legal review.

Communications & Community Action Plan Impact:

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

Goal 3 - Promoting Health Services and Housing Choices

Action 3: The residents and businesses of Southgate envision a caring community which meets the needs of all ages and incomes for a healthy and comfortable life, even as our population grows and changes.

Strategic Initiatives 3-B (2019-2023):

The Township will have been a significant advocate for and contributor to a new and expanded South East Grey Community Health Centre clinic in Southgate.

Concluding Comments:

1. That Council receive this staff report CAO2021-084 as information.
2. That Council approve the SEGCHC-Southgate Land Lease Agreement as presented with the By-law 2021-175.
3. That Council consider approval of the final SEGCHC-Southgate Land Lease by Southgate By-law 2021-175 at the December 15, 2021 meeting.

Respectfully Submitted,

CAO approval: Original Signed By

Dave Milliner – CAO

dmilliner@southgate.ca

519-923-2110 x210

Attachments:

- Attachment 1 – Email from Southgate’s lawyer confirming review of the agreement document.
- Attachment 2 – Email from Southgate’s insurance provider Intact Public Entities confirming their review of the agreement document.

From: [Stephen Christie](#)
To: [Dave Milliner](#)
Subject: RE: Agreement Legal Review
Date: November 25, 2021 2:32:51 PM
Attachments: [Southgate-SEGCHC Land lease - amended V1 - 25 NOV 21.docx](#)

Hi Dave,

I have gone through the lease and have made a number of changes. See the attached. Happy to go through them with you or if you have questions or want to discuss, just let me know. Once you have, we can clean up the formatting and make any other required amendments.

Thanks
Steve

Stephen J. C. Christie | schristie@sbslaw.ca

Stutz Brown & Self Professional Corporation

We have moved!!! Please note that as of April 13, 2021, the Orangeville office will be located at Unit 8 – 18 Robb Blvd., Orangeville, ON, L9W 3L2

Orangeville Location:
Unit 8 – 18 Robb Blvd.
Orangeville, ON L9W 3L2
Tel: 519-941-7500
Fax: 519-941-8381

Shelburne Location:
219 First Ave. East, Unit 2
Shelburne, ON L9V 3J9
Tel: 226-259-7500
Fax: 519-941-8381

This communication is directed in confidence solely to the person named above, and may not be distributed, copied or disclosed, except on the direction of that person or someone duly authorized to issue such a direction on the person's behalf. Its contents may also be subject to solicitor-client privilege and all rights to that privilege are hereby expressly claimed and not waived. If you are not the intended recipient, you are hereby notified that any disclosure, copy, distribution, or the taking of any action in reliance on or regarding the contents of this communication is strictly prohibited. If you have received this e-mail in error, please notify the sender immediately by telephone. Thank you for your assistance in this regard.

From: Dave Milliner <dmilliner@southgate.ca>
Sent: November 11, 2021 3:36 PM

To: Stephen Christie <schristie@sbslaw.ca>
Cc: 'Allan Madden' <allan.madden@segchc.ca>
Subject: Agreement Legal Review

Steve

Allan Madden from South East Grey Community Health Centre (SEGCHC) and I have been working on an agreement to lease lands owned by the Township to SEGCHC. The purpose of the agreement is the Township retain the land and SEGCHC to secure funding from the Province to build a Medical Clinic on one property and a parking lot on the second parcel of land. The Grey County rail trail & walking path separates these 2 properties and is being retained for that purpose, with an easement for clinic egress from one property to the other.

Some history is we just finished another agreement that will be on title that you were involved with registering on title. I believe you worked with our Clerk to transfer land donated to Southgate from the County of Grey for the Proton Street parking lot parcel.

Lastly SEGCHC and Southgate are friendly parties that are requesting you to review and amend the agreement in the best interest of both parties and ultimately serving one public interest of community health care with our mutual interest to that end. When you have completed your review I suggest and Al agrees with me that we hold a virtual meeting or conference call to review the agreement for clarity and understanding would be helpful so we can seek SEGCHC and Southgate Council approval.

One thing we should discuss is the legal length of time of a land lease term is allowed between to public entities, as well as the length of renewal options you would recommend. There may be Ministry of Health funding guidelines that may dictate or provide guidance related land lease terms.

Any question please let us know.

Regards

Dave

From: [Tony Commisso](#)
To: [Dave Milliner](#)
Subject: RE: Agreement for Review
Date: December 6, 2021 6:13:00 PM

Hey Dave,

We reviewed the lease agreement and have no issues with it. The limits and coverage requested are adequate. Very well done!

Tony Commisso, CAIB
Regional Manager
Intact Public Entities

278 Pinebush Road, Suite 200
Cambridge, Ontario, N1T 1Z6

T. 1-800-265-4000 ext. 55237

tony.commisso@intactpublicentities.ca

<https://www.intactpublicentities.ca>

From: Dave Milliner <dmilliner@southgate.ca>
Sent: December 6, 2021 10:42 AM
To: Tony Commisso <Tony.Commisso@intactpublicentities.ca>
Subject: Agreement for Review

Tony

I hope this is still your email address and please confirm receipt of this messaging.

I have attached the agreement we would like Intact to review as our insurance provider. This is a long term land lease agreement to site new Medical Centre in our community. The section I would ask be reviewed is Section 11 and Schedule B.

Regards

Dave

The Corporation of the Township of Southgate

By-law Number 2021-175

**being a by-law to authorize an agreement between South-East
Grey Community Health Services and The Corporation of the
Township of Southgate**

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

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

Whereas it is deemed necessary and desirable that the Council of the Corporation of the Township of Southgate enact a by-law authorizing the Corporation to enter into a lease agreement with South-East Grey Community Health Services,

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

1. **That** the Lease Agreement between South-East Grey Community Health Services and The Corporation of the Township of Southgate attached hereto as Schedule "A" (the "Agreement"), is hereby ratified and confirmed; and
2. **That** the Mayor and Clerk are hereby authorized and directed to sign the Agreement, in substantially the same form as the agreement attached hereto as Schedule "A", on behalf of the Corporation of the Township of Southgate and all other documents as may be necessary to give effect thereto; and
3. **That** where the provisions of any other by-law, resolution or action of Council are inconsistent with the provisions of this by-law, the provisions of this by-law shall prevail.

**Read a first, second and third time and finally passed this 15th day of
December, 2021.**

John Woodbury – Mayor

Lindsey Green - Clerk

LAND LEASE AGREEMENT

“Lease”

THIS AGREEMENT DATED this 15th day of December , 2021

BETWEEN:

South-East Grey Community Health Centre
(hereinafter referred to as the “CHC” or the “Tenant”)

- and -

The Corporation of the Township of Southgate
(hereinafter referred to as the “Township” or the “Landlord”)

(collectively referred to as the “parties”)

WHEREAS the Township is the owner of certain vacant land in the Village of Dundalk and wishes to increase access to health care and social services in the community;

AND WHEREAS the Dundalk and area communities are living through access challenges to local health services, community growth and are anticipating many impactful changes.

AND WHEREAS the CHC is interested in continuing to increase capacity of the Rural Health and Social Services Dundalk Hub within the Township of Southgate area that will improve access to care and access to social services long term for the residents of the catchment area;

AND WHEREAS the signatories to this agreement offer to assist in the growth of the aforementioned Rural Health and Social Services Dundalk Hub;

AND WHEREAS the Township considers entering into this Agreement to be in the interests and benefit of the municipality, its residents and the broader community serve in the region;

NOW THEREFORE, in consideration of the mutual covenants and agreements, and subject to the conditions and limitations, set forth herein, and for the mutual reliance of the parties hereto, the parties hereby agree on the following terms:

GENERAL

1. In consideration of the agreement referred to in the preceding paragraphs, the Tenant shall pay to the Landlord \$1.00 (one dollar) per year of the term of this Lease, with the size of the Property to be determined by the reference plan to be prepared by the Tenant pursuant to the terms of this Lease Agreement.

2. The Tenant, at its sole expense, and prior to the commencement of this Lease shall have a draft reference plan and site prepared for review by the Landlord depicting the Property and shall arrange for such approved plan to be deposited against the title of the Property prior to the start of the Lease Date.
3. **Lease Start Date** will begin on the later of the 1st day of January, 2022 or the day on which the reference plan showing the property has been deposited with the Land Registry Office (Grey Division), at which time access to the Property in "as is, where is" condition shall be given to the Tenant for their use as defined in this Lease

Lease Agreement Term and Planning Act Compliance: This Lease shall be for a twenty year period commencing from the Lease Start Date with automatic five (5) year extensions of this Lease thereafter unless terminated in accordance with the terms of this Lease. Notwithstanding the foregoing, this Lease is entered into subject to the express condition that the provisions of the Planning Act (Ontario) as amended and in force from time to time, shall be complied with. If any renewals or extensions will cause the parties to be in non-compliance with the Planning Act, the Lease shall terminate after the initial 20 year term and there shall be no automatic 5 year extensions.

4. **Council Approval** - This Lease is subject to compliance with the *Municipal Act, 2001* as amended and is conditional upon the approval of this Lease 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 Lease Start Date, or this Lease will be null and void.
5. **“As Is” Condition** – The Tenant acknowledges that they are assuming the Property in an “as is” condition in all respects, including, but not limited to, all existing physical conditions of this Property, environmental conditions, fitness for any purpose, suitability for construction, soil bearing capacity for any building proposed, and the availability of municipal services and utilities necessary for the Tenant’s proposed use of the Property. The Tenant acknowledges that the Landlord 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 Landlord in respect of any environmental or other liabilities on this Property.
6. **Use.** The Parties acknowledge that the current zoning bylaw allows Commercial uses for building the medical clinic on the Dundalk Street property (at the corner of Dundalk & Grey Streets) and Open Space uses for parking lot development on the Proton Street lands subject to the requirements of the Township of Southgate Zoning By-law, and other municipal by-laws and codes including but not limited to the Township’s Site Plan Control By-law. It is the Tenant’s responsibility to confirm the Tenant’s intended and actual use is compliant with all relevant laws and applicable by-laws at all times or if rezoning is necessary and any other compliance requirements.

OBLIGATIONS OF THE PARTIES

7. Scope of Clinical Practice(s)

7.1 The CHC will at all times, use reasonable efforts to do the following:

- a) create timely access to primary care, mental health services, social services, and homecare services by coordinating care between the parties and through other health and social services agencies;
- b) coordinate with area hospitals to ensure post discharge patients in a timely manner;
- c) work with the area Health Links partners to ensure a consistent approach to patient care;
- d) coordinate community services in a manner that exceeds residents' and users' expectations; and
- e) ensure that all services are delivered in an efficient and effective manner.

8. Services Provided by CHC:

8.1 The CHC shall:

- a) Provide CHC Board approval for a Community Health Clinic construction project for a 12,000 to 15,000 square foot Medical Centre in Dundalk;
- b) Apply to the Ministry of Health for capital funding for the Community Health Clinic construction project in Dundalk;
- c) Apply to the Local Health Integration Network (LHIN) for Clinic operation dollars as a Medical Centre/Health Clinic as a Primary Care Facility;
- d) Fundraise for the required Medical Centre/Health Clinic equipment required for the facility as a primary health care facility;
- e) Manage the day-to-day operations of the facility and be responsible for financial commitments, management and public reporting through their Board of Directors;
- f) Offer primary care services through physicians, nurse practitioners and various allied health professionals;
- g) Offer an array of community programs to seniors and youth as may be established in another agreement;
- h) Seek out opportunities that may arise for non-signatories to this agreement to further expand and align their services in a manner that improves the quality and scope of services being offered;
- i) Be responsible for managing the snow removal, grass cutting and cleaning of the site property related to property maintenance; and
- j) Ensure that this agreement does not require organizations to integrate in any manner that may affect their identity, integrity or service mandate.

9. Leased Lands to be provided by Township:

9.1 The Township of Southgate shall:

- a) Provide vacant property at the south-east corner of Dundalk and Grey Streets in the Village of Dundalk for the purposes of the CHC using the property to construct a Medical Centre/Health Clinic as a primary health care facility for the community at a rental amount of \$1.00 per year during the Term of this Agreement. Description of Leased Lands are described in Schedule “A” of this Lease.
- b) Provide vacant property at the south-west corner of Dundalk and Proton Streets in the Village of Dundalk for the purposes of the CHC using the property as parking area adjacent to primary health care facility for the community at a rental amount of \$1.00 per year during the Term of this Agreement. Description of Leased Lands are described in Schedule “A” of this agreement (with all such lands as described in this paragraph 9.1 and the subparagraphs a) and b) being referred to collectively as the “Leased Lands” and/or the “Property” in this Lease)

9.2 The CHC is responsible for all costs relating to the clinic and the parking lot, including site preparation, servicing connections, off site rail trail development between Grey and Holland Streets, the cost of constructing the business, landscaping, and all other capital, property taxes, building/property maintenance and operational costs. Without limiting the foregoing, the CHC shall be required to pay the electricity costs, water services, natural gas and other utility costs for the Clinic which will be separately metered by the service provider. Prior to the commencement of the Term, CHC shall set up an account for the utility services with the local distributors in its own name. Further, CHC shall be responsible for setting up accounts for telephone and internet in its own name and shall be responsible to pay for same as the intent is that this is a triple net lease and all costs relating to the Leased Lands being borne by the Tenant.

9.3 The CHC may install in, upon or about the Clinic any signs and advertising material which shall remain the property of the CHC, which the CHC shall remove upon the expiration of the Agreement. All signs and locations of same are to be approved beforehand in writing by the Township, which consent not to be unreasonably withheld, and must conform with all applicable governmental bylaws and codes.

10. Ongoing Review

10.1 The parties agree to review this Agreement at least every two years, upon request by any one party, to ensure the terms contained herein continue to be relevant and accurate.

11. Insurance.

11.1 The CHC will maintain comprehensive insurance and will indemnify and save harmless the Township who is acting as a landowner only. For greater certainty, the CHC shall take out and maintain, at its cost and in the names of the CHC and the Township, its own:

- (a) “All Risks” insurance on all of its property on a one hundred percent (100%) replacement value basis;

- (b) General liability and property damage insurance with a policy limit of not less than five million dollars (\$5,000,000) per occurrence;
- (c) Medical malpractice insurance;
- (d) Professional liability if there are accounting and professional administration duties being performed at the Clinic;
- (e) Cyber liability if medical records will be stored/shared electronically at the Clinic; and
- (f) All physicians, nurse practitioners and health professionals shall be required to show proof of medical malpractice insurance. and
- (g) such other insurance as reasonably required by the Township from time to time.

11.2 Notwithstanding any other provision of this Agreement, the CHC shall indemnify the Township and save it harmless from and against any and all loss, claims, actions, damages, liability and expense in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever arising from or out of this Agreement, or any occurrence in, upon, or at the clinic or the occupancy or use by the CHC of the clinic or any part thereof, or occasioned wholly or in part by any act or omission of the CHC or by anyone permitted to be at the clinic or its lands by the CHC. If the Township shall be made a party to any legal action commenced by or against the CHC, the CHC shall indemnify and hold the Township harmless and pay all costs, expenses and reasonable legal fees incurred or paid by the Township in connection with the same. The CHC shall also pay all costs, expenses and legal fees (on a solicitor and client basis) that may be incurred or paid by the Township in enforcing the provisions of this Agreement, the contents of this section shall survive the termination or surrender of this Agreement.

11.3 The CHC will complete the attached "Schedule B" document titled "CHC Annual Proof of Insurance Report" as part of this Agreement on an annual basis to identify and provide the Township proof of the insurance they shall carry to comply with this Agreement upon request.

12. Extensions and/or Renewals of Agreement:

12.1 This Agreement is for a twenty (20) year term, subject to extensions or renewals, or otherwise when this Agreement has been terminated pursuant to the terms herein.

12.2 Notwithstanding section 6.1., this agreement may be dissolved by any of the parties to this Agreement upon six (6) months written notice and the Agreement shall then be terminated contemporaneously at the end of the said notice period.

12.4 In the event that the CHC breaches the terms of this Agreement, and same is not cured within thirty (30) calendar days from the date notice is given by the Township, the Township may thereafter terminate this Agreement and the CHC shall give vacant possession of the clinic building to the Township.

13. Dispute Resolution

13.1 The parties to this agreement state and expressly agree that if any dispute arises out of, or relates to, this agreement, or the breach, termination, validity or subject-matter thereof, they will endeavour, in good faith, to settle the dispute by mediation before having recourse to arbitration.

13.2 If the parties are unable to mediate a settlement of a dispute between them, the parties shall refer all matters in difference between the parties in relation to this Agreement to the arbitration of a single arbitrator agreed upon by a majority of the parties. The award and determination of this arbitrator is binding upon the parties and their respective heirs, executors, administrators, and assigns.

14. General Terms

14.1 *Independent Contractors.* Nothing contained in this Agreement shall be regarded or construed as creating any other relationship (whether by way of employer/employee, agency, association, or partnership) between the parties other than as Landlord and Tenant. No party has the authority to contractually bind the other party (whether as partner, agent or otherwise) or deal with any property belonging to the other party except as set out in this Agreement. No party shall be vicariously liable for the torts committed by the other.

14.2 *Governing Law.* 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.

14.3 *Assignment.* No party may assign this Agreement, c, without the other party's written consent, which consent may not be unreasonably withheld. Furthermore, The CHC shall not assign this Agreement in whole or in part, sublet the whole or any part of the clinic, grant any license or right otherwise to occupy or use the clinic, or part with or share possession or control of the clinic with any other person or party, or mortgage or otherwise encumber this clinic, without the prior written consent of the Township which shall not be unreasonably withheld.

14.4 *Enurement.* This Agreement shall enure to the benefit of the parties' heirs, successors, estate trustees and permitted assigns.

14.5 *Notices.* Notices hereunder shall be in writing and will be sufficiently given if delivered personally or by registered mail to following addresses:

To the Township:

Name:	Township of Southgate
Address:	185641 Grey Road #9 – RR#1 Dundalk, Ontario N0C 1B0
Contact Person:	CAO
Phone #:	519-923-2110
Email:	dmilliner@southgate.ca

To the CHC: Name: South East Grey Community Health Centre

Address: 55 Victoria St,
Markdale, Ontario N0C 1H0
Contact Person: Executive Director
Phone #: 519-986-2222
Email:
alex.hector@segchc.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.

IN WITNESS WHEREOF the parties identified herein, have affixed their corporate seals attested by the hands of their duly authorized officers in that behalf.

**SOUTH EAST GREY COMMUNITY
HEALTH CENTRE**

Date: _____ Per: _____
Alex Hector,
Executive Director
I have authority to bind the Corporation.

TOWNSHIP OF SOUTHGATE

Date: _____ Per: _____
John Woodbury,
Mayor,
I have authority to bind the Corporation.

Date: _____ Per: _____
Lindsey Green,
Clerk,
I have authority to bind the Corporation.

Schedule A

**Description of Property
owned by the Township of Southgate
and
proposed to be Leased to
South East Grey Community Health Centre**

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

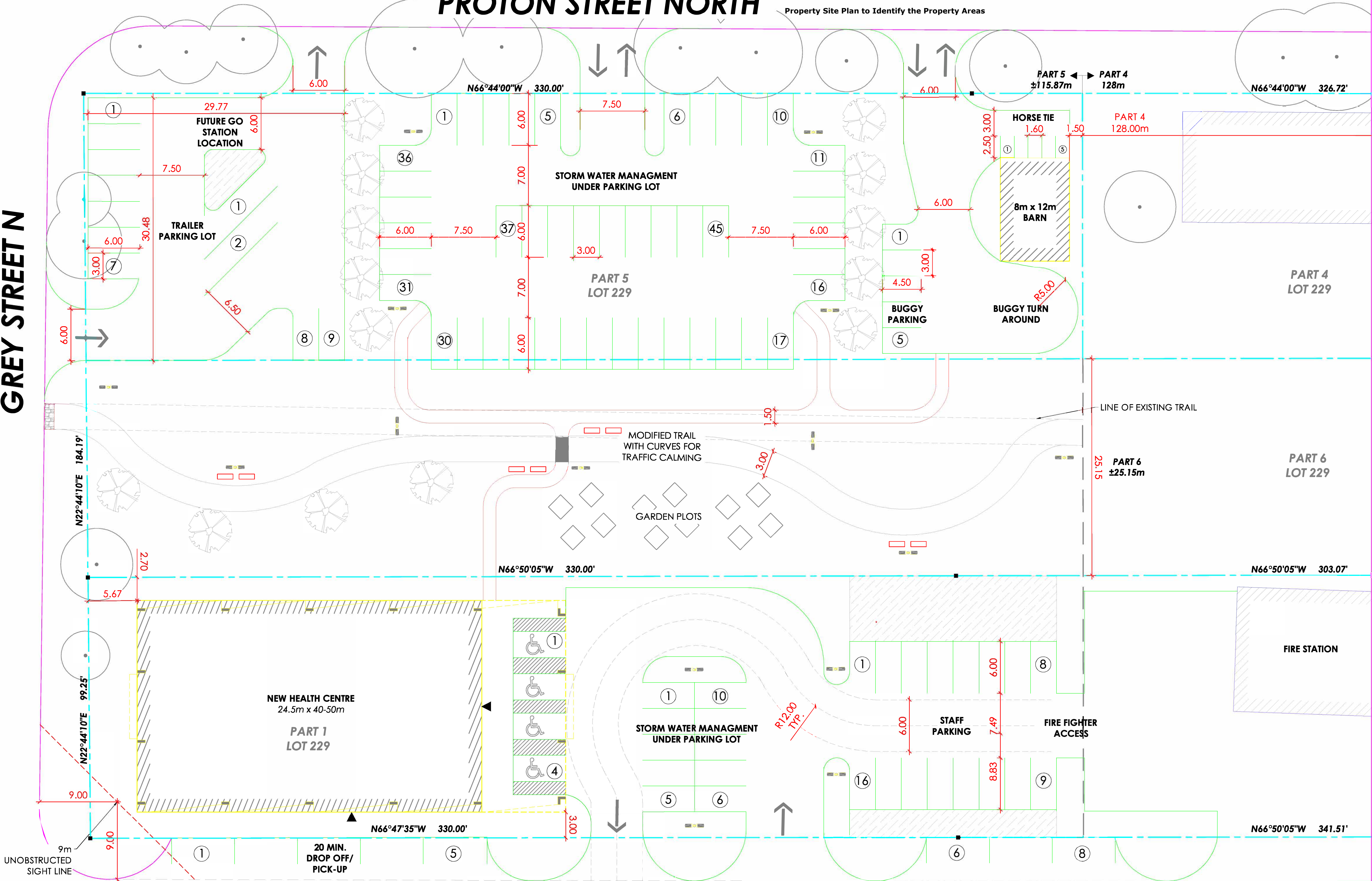
Firstly: Part of Lot 229 Concession 2 Southwest of the Toronto-Sydenham Road, Former geographic are Township of Proton, Township of Southgate, being Part 2 of the Reference Plan, being part of the lands bearing PIN 37315-0136 (LT) (Clinic Parking lands)

Secondly: Part of Lot 229 Concession 2 Southwest of the Toronto-Sydenham Road, Former geographic are Township of Proton, Township of Southgate, being Part 17 and 18 of the Reference Plan, being part of the lands bearing PIN 37315-0135 (LT) (Clinic Building Site lands)

PROTON STREET NORTH

Schedule A con't.
Property Site Plan to Identify the Property Areas

GREY STREET N



DUNDALK STREET

DRAWING NOTES:

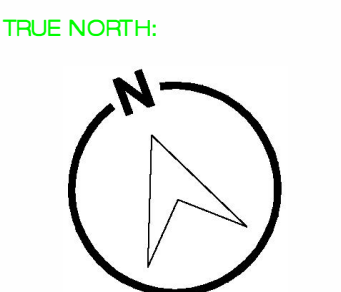
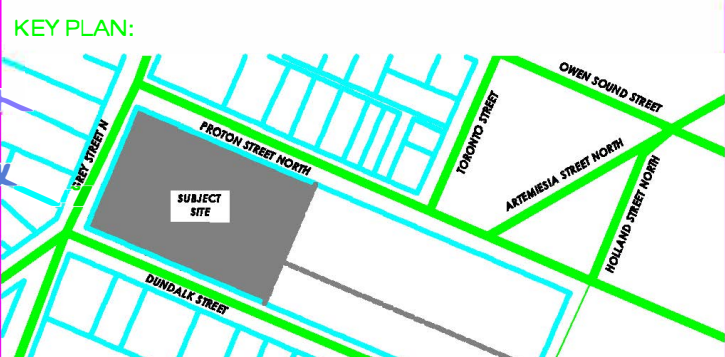
1. This drawing is the exclusive property of Lloyd Hunt, Architect and the reproduction of any part without prior written consent of this office is strictly prohibited.

2. The contractor shall verify all dimensions, levels, and details on site and report any discrepancies or omissions to this office prior to construction.

3. This drawing is to be read and understood in conjunction with all other plans and documents applicable to this project.

4. Do not scale the drawings.

NO.	ISSUE / REVISION	DATE
1	PRELIMINARY SITE PLAN "SCHEME A"	20.04.20
2	PRELIMINARY SITE PLAN "SCHEME B"	20.04.27
3	UPDATED WITH LEGAL INFORMATION	20.05.01
4	SITE PLAN REVISIONS	20.06.18



PARKING SUMMARY	
PARKING DESIGNATION	NUMBER OF PARKING SPACES
PUBLIC PARKING LOT	45 SPACES
TRAILER PARKING LOT	9 SPACES
BUGGY PARKING LOT	5 SPACES
STAFF PARKING LOT	26 SPACES
ROAD SIDE PARKING	8 SPACES
BARRIER FREE PARKING	4 SPACES
TOTAL: 97 SPACES	

LYLOYD HUNT
ARCHITECT

21 STATION STREET
GLEN HURON, ONTARIO L0M 1L0
705 466 3111

Client

DUNDALK COMMUNITY HEALTH CENTRE

PROTON STREET
DUNDALK, Ontario

Drawing Title		
SITE PLAN		
Drawn By E.B.	Checked By L.H.	Drawing No. SP-01
Scale 1:200	Project No. 20.587	

Schedule B

SEGCHC Annual Proof of Insurance Report

Facility: Dundalk Medical Centre/Health Clinic Primary Care Facility

Address: Dundalk Street North, Dundalk, Ontario

Reporting Year: _____

Insurance Coverage Requirements Checklist:

- ☐ Indemnification and Hold Harmless Insurance
- ☐ General Liability Insurance
- ☐ Medical Malpractice Insurance
- ☐ Professional Liability Insurance confirmation by the CHC for the following Practitioners:

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

- ☐ Data Liability Insurance

Note: The insurance coverage required above shall provide the associated clause and compliance listed below.

1. Indemnification and Hold Harmless Clause

The South East Grey Community Health Centre shall defend, indemnify and save harmless the Township of Southgate its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Supplier, its directors, officers, employees,

agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Contract. This indemnity shall be in addition to and not in lieu of any insurance to be provided by South East Grey Community Health Centre in accordance with this Contract, and shall survive this Contract.

The South East Grey Community Health Centre agrees to defend, indemnify and save harmless the Township of Southgate from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the South East Grey Community Health Centre's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by South East Grey Community Health Centre in accordance with this Contract, and shall survive this Contract.

2. General Liability Insurance Clause

General Liability Policy insuring against injury or damage to persons or property, underwritten by an insurer licensed to conduct business in the Province of Ontario with a limit of not less than \$ _____. The policy shall be endorsed to include each party to the agreement as an additional insured. The policy shall further be endorsed to include:

- (a) cross-liability,
- (b) contractual liability,
- (c) personal injury, and
- (d) Non-owned Automobile Coverage with a limit of not less than \$ _____ and shall include contractual non-owned coverage.

3. Medical Malpractice Insurance Clause

Medical Malpractice with a limit of not less than \$ _____. The coverage can be provided as a stand-alone policy or included in the coverage afforded by the General Liability Policy referenced above.

4. Professional Liability Insurance Clause

The (Professional) shall take out and keep in force Professional Liability insurance in the amount of \$ _____ providing coverage for acts, errors and omissions arising from their professional services performed under this Agreement. The policy SIR/deductible shall not exceed \$100,000 per claim and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per claim limit. The policy shall be underwritten by an insurer licensed to conduct business in the Province of Ontario and acceptable to South East Grey Community Health Centre and the Township of Southgate. The policy shall be renewed for 3 years after contract termination. A certificate of insurance evidencing renewal is to be provided each and every year. If the policy is to be cancelled or non-renewed for any reason, 90 day notice of said cancellation or non-renewal must be provided to the Township. The Township has the right to request that an Extended Reporting Endorsement be purchased by the (Professional) at the (Professional's) sole expense.

5. Data Liability Insurance Clause

Data liability/Network Security coverage, underwritten by an insurer licensed to conduct business in the Province of Ontario and in an amount not less than \$ _____. Coverage is to respond to but not be limited to the following occurrences:

- i. Privacy violations as a result of but not limited to unauthorized access to or dissemination of private information; failure to properly handle, manage, store, destroy or control personal information and include the failure to comply with privacy laws and their respective regulations regarding the collection, access, transmission, use and accuracy. Coverage shall extend to include the costs associated with notification of affected parties, regardless if required by statute as well as any fines or penalties or costs imposed as a result of the breach including defense of any regulatory action involving a breach of privacy.
- ii. Network Security to protect against incidents arising from system security failures such as, but not limited to, unauthorized access, theft or destruction of data, electronic security breaches, denial of service, spread of virus within the Contractor's computer network or other third party computer information systems and will further include expenses related to third party computer forensics.
- iii. Data Breach Expenses including crisis management and credit monitoring expenses related to electronic and non-electronic breaches.

The policy shall be maintained continuously during the term of this Agreement and for an additional (two) years after the termination or expiration of the Agreement. If coverage is to be cancelled or non-renewed for any reason, 90 day notice of said cancellation or non-renewal must be provided to the Township. The Township has the right to request an Extended Reporting Endorsement be purchased by the CHC at the CHC's sole expense. The term of the Extended Reporting Endorsement will be decided by the Township and CHC.

Report is for the 12 month period of _____ to _____.
month day month day

SEGCHC Report Approval:

Date:

Township of Southgate

Administration Office

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

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

Staff Report CAO2021-085

Title of Report: Southgate Climate Change Action Plan Project Budget Report

Department: Administration

Council Date: December 15, 2021

Council Recommendation:

Be it resolved that Council receive Staff Report CAO2021-085 as information; and

That Council approve that staff continue to develop the Southgate Climate Change Action Strategy Plan Report document that includes a list of actionable items for each department related to municipal infrastructure improvements to create resiliency, procurement improvements, energy efficiency upgrades as well as strategies to reduce energy consumption, Council and staff education & training, community-resident education, financial incentives to create action and policy changes to drive reductions in emissions; and

That Council direct staff to create in 2022 an annual process to create a 5 year and eventually 10 year rolling Climate Change capital investments plan to identify specific actions, projects and policy change to create climate change improvements for our community; and

That Council support staff in the creation of a Southgate Climate Change Action Committee of staff, including the Mayor or a designate to create progress of this work to develop change in our staff thinking and culture, that will include working with the Grey County Climate Change Manager Linda Swanston as a resource, educator and support and guidance for our committee work; and

That the Southgate Climate Change Action Plan become a strategy going forward with Council to guide the Township as we make decisions on policy and projects, that will feed our future Asset Management Planning and the Capital-Special Project Budget decisions made annually.

Background:

The purpose of this report is to update Council on the progress of the Grey County Climate Change Action Plan process and Southgate's progress. Staff feel are best positioned to use the County Plan and develop a Southgate strategy of action items to implement and create change in our thinking, resiliency and the decisions we make.

Council received staff report CAO2021-068 Southgate Climate Change Action Planning Update Discussion Report at the October 20th, 2021 meeting and the following resolution was approved:

Moved By Councillor Shipston; **Seconded By** Councillor Frew;
Be it resolved that Council receive Staff Report CAO2021-068 as information; and
That Council provide direction to Southgate staff to continue to follow the Grey County Climate Change Action Plan as a guidance document; and
That Council direct Township staff to develop a Southgate Climate Change Action Strategy document that creates a process to develop actionable items by department related to municipal infrastructure improvements to create resiliency, procurement requirements, asset efficiency upgrades to reduce energy consumption, resident education, financial incentives and policy changes similar to an annual 10 year rolling capital budget to identify specific actions to create a climate change projects plan for our community; and
That if approved the Southgate Climate Change Action Strategy become a Township Council strategy that feeds Asset Management Planning and Capital Budget decisions annually.
Carried No. 2021-585

Council also received on December 1st, 2021, a presentation from Grey County Climate Change Manager Linda Swanston. Later that day Southgate staff attended a Grey Climate Change Working Group meeting that clearly showed the lower tier municipalities are at different levels of expertise, effort and engagement with Climate Change planning. Some municipalities are hiring dedicated staff to lead this work and others are progressing in other ways.

Staff Comments:

Township staff have developed a list of Southgate Climate Change Action Strategies as a plan to address the concerns in our community. The attached documents Attachment #1 reports ideas from several departments, Attachment #2 reports on Public Works roads & stormwater projects , Attachment #3 reports on Public Works waste department projects and Attachment #4 reports on Public Works water and wastewater projects.

These reports are the initial ideas put forward by the Department Heads for discussion, the development of plans and to prioritize as projects/processes/policies for change that would provide the best results for the required investment. We request that Council approve these Southgate Climate Change Action Strategies as presented and have the staff Southgate Climate Change Committee develop a policy and project budget plan for 2023, with budget requirements if any to complete the work.

The Committee will include representation from Administration, Asset Management, Public Works, Recreation, Council and CAO's office leading the process.

Southgate Climate Change Committee Work:

Staff believe the Southgate Climate Change Action Committee start by dealing with the following questions and issues:

- Education & training for Council and staff

- Identify inventories of GHG emissions
- Complete research of programs and project funding available
- Identify low hanging projects with little cost and provides larger benefits and gains in emission reductions and savings
- Develop a 5 year project budget plan
- Questions that the Committee should consider are:
 - Determine as a group if the Grey County Climate Change Action Plan reflect Southgate's priorities?
 - Prioritize what the Committee should do first?
 - Review the draft GHG reduction targets?
 - Determine our GHG inventories in our community.
 - What policies we need to consider?
 - Determine and define how we implement the Grey County Climate Change Action Plan?
 - How can we implement these strategies to deliver the most community benefit by also create jobs, improve public health, etc.

Determine what Southgate should focus on as a municipality. It is obvious that we need to create change to protect our communities, education to create a culture change/shift in thinking and reduce the impacts of climate change in our daily actions related to energy use and development. Areas we need to consider, but should not be limited to are:

- Municipal & Residential Buildings – Insulation upgrades, mechanical equipment efficiency improvements, roof solar panels, net zero residential construction incentives & policies.
- Transportation – Charging stations, use of electric vehicles, natural gas/propane engine conversions for large truck fleet.
- Waste – Increase diversion and recycling.
- Agriculture – Education, forest canopy/wetland preservation and promote/incent energy use efficiencies
- Land Use – Policies to promote electricity grid consumption rather than genset power production.
- Energy – Municipal consumption reductions and promote through community education upgrading of mechanical systems in commercial, industrial and residential buildings.
- Protection of Waterways and Shorelines – Holstein Dam, bridges & culvert capacity, stormwater management systems & ponds, erosion controls and municipal drains.

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.

Communications & Community Action Plan Impact:

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

The Grey County Climate Change Action Plan's vision statement is informative as a direction of our roles. The statement says:

"The County of Grey us 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."

The County of Grey has created 26 Community specific strategies and to address the following issues:

- Community Buildings
 - Strategy #1 – Residential Building Energy Efficiency Retrofit Program
 - Strategy #2 – Commercial/institutional Building Energy Efficiency Retrofit Program
 - Strategy #3 – Green Standard for New Buildings
 - Strategy #4 – Industrial Energy Efficiency
 - Strategy #5 – Energy Efficiency Education & Awareness Program
- Community Transportation
 - Strategy #6 – Electric Vehicle Adoption
 - Strategy #7 – Electrical Vehicle Car Share Program
 - Strategy #8 – Active Transportation
 - Strategy #9 – Rural Bus, Ride Share and On-demand Transit Program
- Community Transit
 - Strategy #6 – Electric Vehicle Adaptation
 - Strategy #7 – Electrical Vehicle Car Share Program
 - Strategy #8 – Active Transportation
 - Strategy #9 – Rural Bus, Ride Share and On-demand Transit Program
- Community Agriculture
 - Strategy #14 – Climate Adoption
 - Strategy #15 – Energy Efficiency Retrofits for the Farming Community
 - Strategy #16 – Promote Biogas Capture & Conversion

- Strategy #17 – Promote Locally Grown Food
- Strategy #18 – Facilitate Capacity Building in the Agriculture Community
- Community Land Use
 - Strategy #19 – Reforestation/Afforestation, Habitat and Biodiversity Protection
 - Strategy #20 – Compact, Mixed-Use Development in Designated Settlement Areas
- Community Renewable Energy
 - Strategy #21 – Renewable Energy (Solar PV)
 - Strategy #22 – Renewable Energy Policy
- Community Protection of Waterways and Shorelines
 - Strategy #23 – Prevention of Shoreline Erosion
 - Strategy #24 – Reducing the Risk of Flooding
 - Strategy #25 – Conservation and the Protection of Wetlands
 - Strategy #26 – Monitoring Water Quality within Waterways

The County of Grey has also created 14 Corporate specific strategies and to address the following issues:

- Corporate Stationary Energy
 - Strategy #1 – Outdoor Lighting Conversion to LEDs
 - Strategy #2 – Operations and Maintenance
 - Strategy #3 – Energy Efficiency Retrofits
 - Strategy #4 – Energy Efficiency New Buildings
 - Strategy #5 – Residential Demonstration Building
 - Strategy #6 – Renewable Energy
- Corporate Vehicle Fleet & Equipment
 - Strategy #7 – Reduce Single Passenger Commuting & Private Vehicles
 - Strategy #8 – Fleet Operations Maintenance
 - Strategy #9 – Vehicle Fleet and Equipment Electrification
- Corporate Waste
 - Strategy #10 – Corporate Waste Policy
 - Strategy #11 – Education & Awareness
- Corporate Municipal Culture
 - Strategy #12 – Municipal Climate Lens
 - Strategy #13 – Retain or Appoint an Energy and Climate Coordinator
 - Strategy #14 – Promote a Culture of Conservation

Concluding Comments

1. That Council receive staff report CAO2021-085 as information.
2. That Council approve that staff continue to develop the Southgate Climate Change Action Strategy Plan Report document that includes a list of actionable items for each department related to the following:
 - i. Municipal infrastructure improvements to create resiliency;
 - ii. Procurement improvements;
 - iii. Energy efficiency upgrades;
 - iv. Strategies to reduce energy consumption;
 - v. Council and staff education & training;
 - vi. Community-resident education;
 - vii. Financial incentives to create action; and
 - viii. Policy changes to drive reductions in emissions.
3. That Council direct staff to create in 2022 an annual process to create a 5 year and eventually 10 year rolling Climate Change capital investments plan to identify specific actions, projects and policy change to create climate change improvements for our community; and
4. That Council support staff in the creation of a Southgate Climate Change Action Committee of staff, including the Mayor or a designate to create progress of this work to develop change in our staff thinking and culture, that will include working with the Grey County Climate Change Manager Linda Swanston as a resources, educator and support and guidance for our committee work; and
5. That the Southgate Climate Change Action Plan become a strategy going forward with Council to guide the Township as we make decisions on policy and projects, that will feed our future Asset Management Planning and the Capital-Special Project Budget decisions made annually.

Respectfully Submitted,

CAO approval: Original Signed By

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

- Attachment 1 –Southgate Climate Change Action Strategy Plan Report – Combined Departments
- Attachment 2 –Southgate Climate Change Action Strategy Plan Report – Public Works Roads & Stormwater
- Attachment 1 –Southgate Climate Change Action Strategy Plan Report – Public Works Waste Department
- Attachment 1 –Southgate Climate Change Action Strategy Plan Report – Public Works Water & Wastewater Department

Annual Southgate Climate Change Action Strategy Plan Report

Department: Combined Department List

Year: 2022

Action Areas	Specific Climate Change Action Projects	Year	Recommended Budget
Infrastructure Improvements-Resiliency			
Ball Park Lighting	Remove unused infrastructure Holstein Ball Park	2022	Saving \$10,000
Pool Grant/ Renovation	Zero Carbon Grant	2022	
Decrease Parkland	Repurpose excessive land or create natural growth areas	2022	
Multi Use Facilities	Stand alone facilities repurposed	2028	
Car Charging Stations	Install at high use facilities	2028	
EV Charging stations downtown to attract visitors and encourage EV use			
Revitalize our downtown so that residents can walk or bike to products and services			
Plant mature trees in our parks			
Closing Roads & Bridges			
Traffic thresholds for Pavement vs Gravel			
Procurement			
Grass Tender	Tender to carbon limiting company	2022	
Truck /Trailer	Options?	2023	
Tractor Replacement	Options?	2024	
Ice Resurfacer	Electric	2025	\$125,000
Rec Lawn Equipment	Options-Next phase lawn mowers/battery trimmers & blowers	?	
Vehicle Purchasing	Electric or NG-RNG options		
Attract eco friendly service providers and businesses to Southgate so that residents don't need to travel and business can shop local			
Bulk Purchasing-monthly or bimonthly ordering	Save on shipping impacts		
Energy Efficiency Upgrades			
Arena Entrance Door / Spectator Door	Change to insulated Door	2022	\$5,000
LED Lighting	Ice Surface		\$12,000
LED Lighting	Ball Park Lighting		Grant
Park Lighting	LED / Solar		Grant
Natural Lighting	Increase Window / Natural Lighting		
Geothermal Heating / Cooling			
Resident Education Programs			
Signage within Facilities	Education / Prompts		
Support local food growers - farm to table - farmers market - restaurant supply - grocery store supply -			
Promote local businesses - on Farm - home based and commercial/Industrial so that residents know what is available locally - products and service directory			
Promote Boomer Buggy use in settlement areas			
Promote Car Pooling Parking			
Focus on creating a 15 minute community in settlement areas			
Trip Planning	Multiple visits when travelling inside or outside of the Township		
Agriculture	Farming best practices		
Home owners	Strategies & awareness for energy efficiency and carbon reduction.		

Action Areas	Specific Climate Change Action Projects	Year	Budget
Financial Incentives			
Advertising Space for Carbon Neutral Companies			
Continue to promote the Grey County Transit route - expand routes and hours			
Provide funding for trees or provide trees for residents to plant on existing urban and rural land			
Low flow water use technology program	Low flow toilet, shower heads and faucet diffusers		
Insulation Building Permit rebates of 50%	Install insulation to next net zero requirements		
Net Zero New Building Permits rebates of 80%	Built to Net Zero certified standards		
Policy Changes			
Create Natural Landscape Parks			
Continue virtual meetings when practical to avoid travel			
Create more local jobs in Southgate to avoid residents commuting to the GTA for work			
Site plan requirement for green space with mature trees to be planted on Industrial and residential developments - especially on the edge of storm water mgmt areas - residential front and back yards			
Tiny Home Policies for share land ownership	Shared cost of servicing and utilities		
Municipal Lighting Policies	Dark sky compliance and property lighting triggered on timers &/or sensors to prevent unnecessary energy use with night time lighting.		
Energy Efficient Homes Policy to support affordability through utility & maintenance costs			
Southgate Genset Policy - Backup Power for Outages			
Southgate Genset Policy for Diesel Powered Stationery Units to convert to NG or Propane by 2025			
Southgate Genset Policy for All Powered Stationery Units to convert to Grid Power Use by 2030			

Annual Southgate Climate Change Action Strategy Plan Report

Department: Public Works-Roads & Stormwater

Year: 2022

Action Areas	Specific Climate Change Action Projects	Year	Recommended Budget
Infrastructure Improvements-Resiliency			
Holstein Dam		2023	\$400,000
Bridge replacements with oversizing capacity	S97 & S98 dual pipes	2023	\$400,000
Stormwater drainage - provide outlet	Victoria St stormwater drainage	2023	\$5.7million
	Mcdowell/Braemore		LSP improvement
Stormwater drainage - provide outlet	Victoria St stormwater drainage		\$5.7million
	Mcdowell/Braemore		LSP improvement
Procurement			
Purchase emission friendly alternatives	Battery powered weed eaters, small generators, chainsaws, blowers ect		
Energy Efficiency Upgrades			
Overhead garage door replacements	Holstein garage	2023	\$52,000
	Hopeville garage	2025	\$55,000
	Dundalk garage	2024	\$45,000
Car Charging Stations	Proton parking lot	2022	\$10,000
Resident Education Programs			
Financial Incentives			
Policy Changes			
LSP improvement	Stormwater drainage Mcdowell/Braemore		

Department Manager Approval: _____

Dated: _____

CAO Approval: _____

Dated: _____

Township of Southgate

Administration Office

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

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

Staff Report CAO2021-086

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

Department: Administration

Council Date: December 15, 2021

Council Recommendation:

Be it resolved that Council receive Staff Report CAO2021-086 as information; and

That Council direct staff to continue to work to finalize the Draft Southgate-Team Town Hall Dundalk Olde Town Hall Cultural Space Financial Commitment and Use Partnership Agreement with Team Town Hall; and

That Council direct staff to send the final drafted Southgate-Team Town Hall Dundalk Olde Town Hall Cultural Space Financial Commitment and Use Partnership Agreement with Team Town Hall acceptance to our lawyer for review; 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 January 19, 2022 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 7th, 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 provided staff report CAO2021-079 titled Southgate TTH Dundalk Olde Town Hall Financial Partnership Use Agreement for council consider at the December 1st, 2021 meeting. The following was approved by Council:

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

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.

Carried No. 2021-714

Staff Comments:

Team Town Hall, Wellington Capital Corporation and Southgate met virtually on the evening of December 7th, 2021. The groups reviewed both the Wellington Capital Corporation agreement first and the Team Town Hall (TTH) agreement second. Edits were made and are reflected in the Attachment #1 TTH agreement document. These edits have been provided to TTH for their further review and consideration.

The next steps that staff will coordinate is for all three parties to meet again and review the changes made in both agreements. Based on the final consensus of drafted agreements staff would forward the TTH agreement to our lawyer for review followed by presentation back to Council and TTH with the legal edits of the document.

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 is likely to begin in the 2023 budget year costing \$3,000.00 per month for the cultural space lease payment, less the Team Town Hall annual commitment of \$10,000.0 per year. The net Southgate annual lease payments for will be \$26,000.00 plus the COLA in future years. Southgate's other financial

commitment in the agreement is a one-time payment of \$175,000.00 due 90 days (anticipated due March 31, 2023) following the start of the lease (anticipated due January 1, 2023) to support capital project work investment in the Dundalk Olde Town Hall.

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 CAO2021-086 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 continue to work and finalize the draft Southgate-Team Town Hall Dundalk Olde Town Hall Cultural Space Financial Commitment and Use Partnership Agreement with Team Town Hall for their input.
4. That Council direct staff to send the final drafted Southgate-Team Town Hall Dundalk Olde Town Hall Cultural Space Financial Commitment and Use Partnership Agreement with Team Town Hall acceptance to our lawyer for review.
5. That Council consider approving the final version of the Southgate-Team Town Hall Dundalk Olde Town Hall Cultural Space Financial Commitment and Use Partnership Agreement and consider approval of the agreement by Municipal By-law as early as the January 19, 2022 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 dated December 8, 2021

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

THIS AGREEMENT made as of the 15th day of December, 2021.

BETWEEN:

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 or the assigned company name on the sale closing date 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 January 1, 2023 through December 31, 2042.

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 or the assigned company name on the sale closing date or its 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 self-image; 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~~ of Southgate's office as soon as possible.

9.5. The Township of Southgate Booking Office will contact TTH ~~representative~~ and the designated representative to provide ~~written notice~~ verbal or email notification 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 ~~five~~ million dollars (\$~~5,000,000.00~~) general liability insurance covering the organization, as well as naming the Township and the Building Owner as being harmless.

10.2. TTH 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 Building Owner 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 the Building Owner.

10.3. TTH shall indemnify and save harmless 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.

10.4. TTH shall approve and be responsible for special requests to waive the insurance requirement must be made in writing to TTH and the ~~Booking Office~~ Township of Southgate.

10.5. 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.

10.6. The TTH is responsible for the repair of damage caused by a facility user of the cultural spaces and make the **Township of Southgate and 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.

10.7. 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

Team Town Hall Executive (to be updated annually)

Chair: _____ Phone #: _____

Vice-Chair: _____ Phone #: _____

Secretary: _____ Phone #: _____

Treasurer: _____ Phone #: _____

Director: _____ Phone #: _____

Committee responsibility: _____

Director: _____ Phone #: _____

Committee responsibility: _____

Director: _____ Phone #: _____

Committee responsibility: _____

Director: _____ Phone #: _____

Committee responsibility: _____

Director: _____ Phone #: _____

Committee responsibility: _____

Director: _____ Phone #: _____

Committee responsibility: _____

Director: _____ Phone #: _____

Committee responsibility: _____

Director: _____ Phone #: _____

Committee responsibility: _____

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	Events per Year
• _____	_____	_____
• _____	_____	_____
• _____	_____	_____
• _____	_____	_____
• _____	_____	_____
• _____	_____	_____
• _____	_____	_____
• _____	_____	_____
• _____	_____	_____
• _____	_____	_____
• _____	_____	_____

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

Southgate-Team Town Hall Building Capital Project Responsibilities

Project Description	Project Budget	Project Year
1. Elevator Lift for Accessibility	\$150,000.00	2025
2. Non-Structural Upgrades to the Theatre Balcony if required		
3. Second floor washroom		
4. Creation of change rooms		
5. Air conditioning		
6. Other Building Theatre Space upgrades that are not required by the Building Code or Life Safety requirements.		

Schedule E

Team Town Hall (TTH) - Building Maintenance, **General Operating & Utility Cost Responsibility**

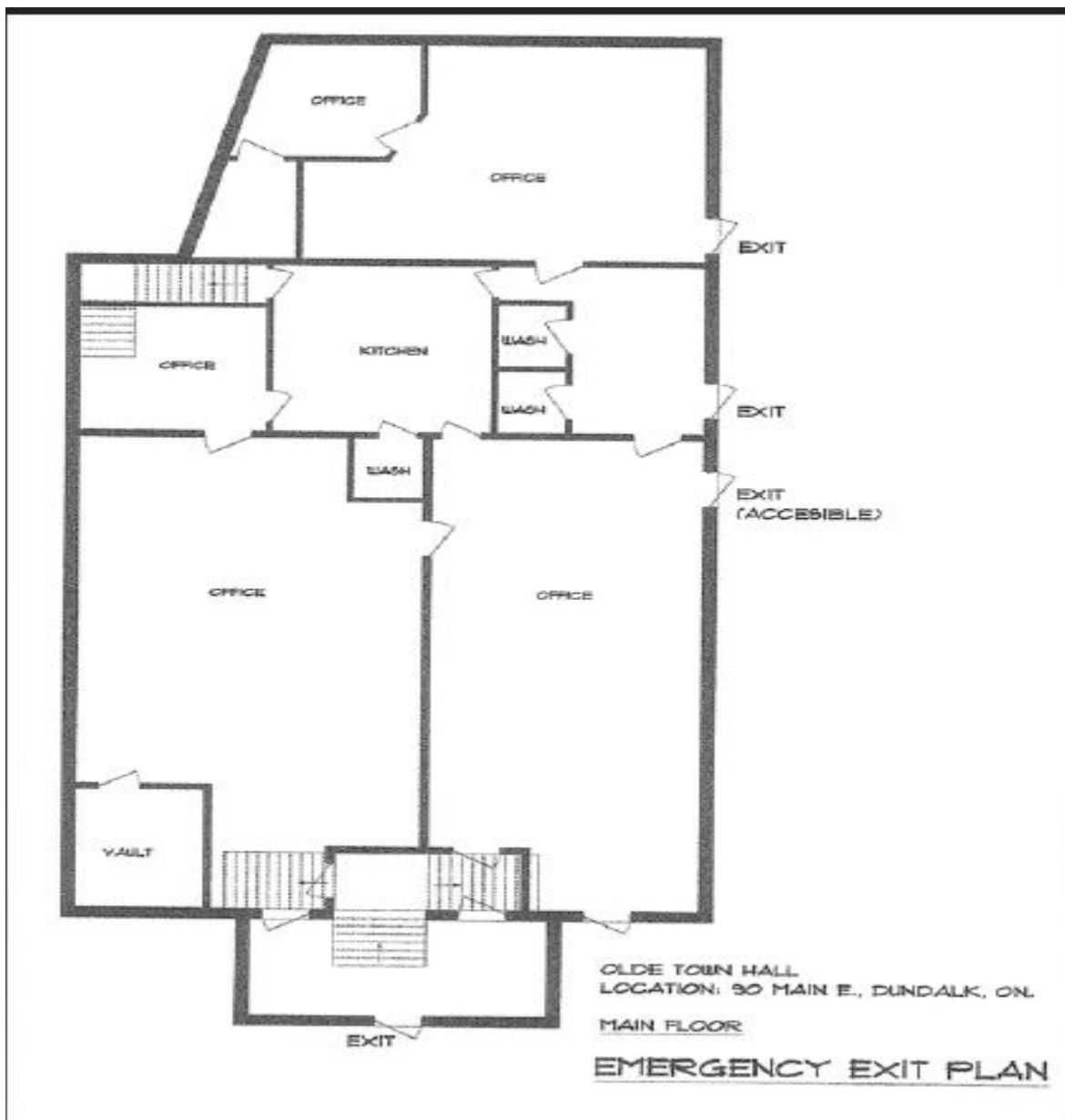
1. All Theatre space costs related to stage lighting and sound systems;
2. All Theatre stage curtains replacement and cleaning;
3. All electrical upgrades and maintenance repairs in the second floor theatre space with prior approval/notification of the work requirement to the building owner.
4. The Building owner's allocation of the proportionate share of the utility costs for the building's electricity, natural gas and water billings based on Building area and to be invoiced to the Township of Southgate's Community Group partner (TTH) on a monthly basis at their expense.
5. The Building owner's allocation of the proportionate share of the taxes, consumable use supplies in the common spaces and general maintenance costs based on Building area of the dedicated building cultural spaces with the exclusion of the kitchenette and washroom common spaces and to be invoiced to the Township of Southgate's Community Group partner (TTH) on a monthly basis as their expense.
6. TTH agrees to be responsible for the maintenance costs of their equipment furnishings they and their community partners own in the dedicated building cultural spaces.
7. TTH and their Community Group partners agrees to be responsible for the cleaning of their dedicated cultural spaces they occupy for their use.
8. TTH and their Community Group partners agrees to be responsible for 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.
9. It is recognized that the Building Owner 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.
10. The Building Owner agrees to complete snow maintenance around the perimeter of their building entrance to the sidewalk once per day for their purposes.

11. TTH and their Community Group partners agree it is their responsibility complete safety inspections, snow maintenance and sidewalk salting around the perimeter of their building entrance(s) out to and including the public sidewalk during cultural evening events for their purposes to ensure a safe entrance and egress for the patrons of the cultural uses.
12. TTH and their Community Group partners agree to consult with the Building Owner and the Township of Southgate prior to making minor modifications and updates within the leased space.
13. The Building Owner acting reasonably agrees to allow TTH and/or the Township of Southgate to post outside permanent or temporary signage for naming and advertising on the building subject to the prior approval of the location and at their expense.

Schedule F

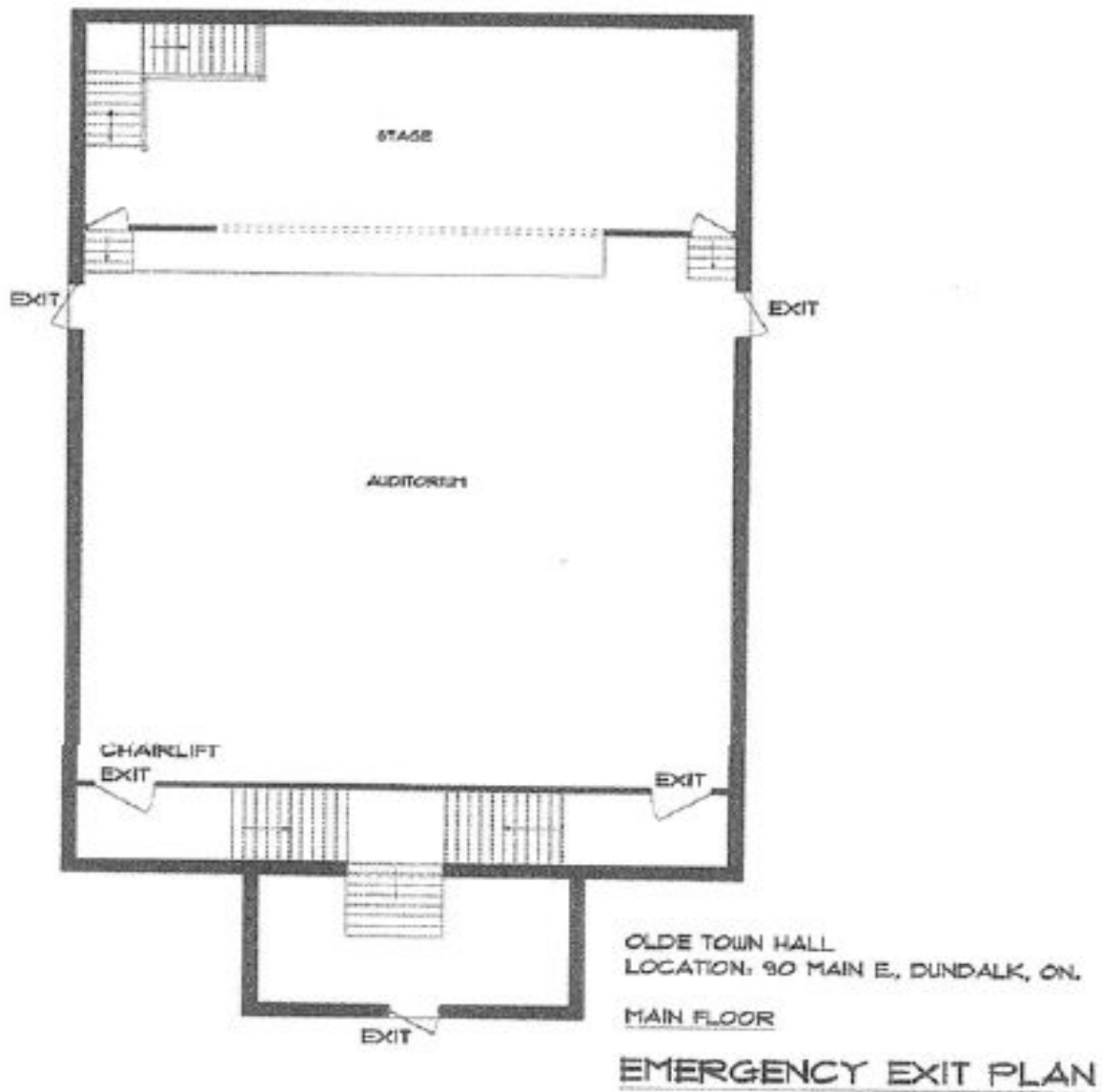
Dundalk Olde Town Hall Building Floor Layouts

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 N0C 1B0

Phone: 519-923-2110

Toll Free: 1-888-560-6607

Fax: 519-923-9262

Web: www.southgate.ca

Staff Report CAO2021-087

Title of Report: Sale of the Dundalk Olde Town Hall Property to Wellington Capital Corporation and Building Cultural Space Lease Agreement Report

Department: Administration

Council Date: December 15, 2021

Council Recommendation:

Be it resolved that Council receive Staff Report CAO2021-087 as information; and

That Council direct staff to continue to work to finalize the Draft Dundalk Olde Town Hall Building Property Purchase and Sale Agreement with 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 direct staff to send for legal review the final drafted Dundalk Olde Town Hall Property Sale Agreement with Wellington Capital Corporation, which includes the Building Cultural Space Lease Agreement to the Township of Southgate with Wellington Capital Corporation as the landlord following their preliminary acceptance of these complimentary agreements; 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 to approve by Municipal By-law at the January 19, 2022 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 7th, 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 report CAO2021-080 titled "Dundalk Olde Town Hall Purchase and Sale Agreement to Wellington Capital Corporation" was presented at the December 1, 2021 Council meeting with the following resolution approved:

Moved By Councillor Frew; **Seconded By** Councillor Dobreen;

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.

Carried No. 2021-715

Staff Comments:

Team Town Hall, Wellington Capital Corporation and Southgate met virtually on the evening of December 7th, 2021. The groups reviewed both the Wellington Capital Corporation (WCC) agreement first and the Team Town Hall (TTH) agreement second. Edits were made and are reflected in the Attachment #1 WCC agreement document. These edits have been provided to WCC for their further review and consideration following the meeting.

The next steps that staff will coordinate is for all three parties to meet again and review the changes made in both agreements. Based on the final consensus of drafted agreements staff would forward the WCC agreement to our lawyer for review followed by presentation back to Council and WCC with the legal edits of the document.

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 is likely to begin in the 2023 budget year costing \$3,000.00 per month for the cultural space lease payment, less the Team Town Hall annual commitment of \$10,000.0 per year. The net Southgate annual lease payments for will be \$26,000.00 plus the COLA in future years. Southgate's other financial commitment in the agreement is a one-time payment of \$175,000.00 due 90 days (anticipated due March 31, 2023) following the start of the lease (anticipated due January 1, 2023) to support capital project work investment in the Dundalk Olde Town Hall.

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 CAO2021-087 as information.
2. Council review and provide feedback on the Draft Dundalk Olde Town Hall Building Property Purchase and Sale Agreement with Wellington Capital Corporation.
3. Staff will continue to work and finalize the drafted Dundalk Olde Town Hall Building Property Purchase and Sale Agreement with Wellington Capital Corporation for their input.
4. That Council direct staff to send the final drafted Dundalk Olde Town Hall Building Property Purchase and Sale Agreement with Wellington Capital Corporation with their acceptance to our lawyer for review.
5. That Council consider approving the final version of the Draft Dundalk Olde Town Hall Building Property Purchase and Sale Agreement with Wellington Capital Corporation and consider approval of the agreement by Municipal By-law as early as the January 19, 2022 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 dated December 8, 2021

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

THIS AGREEMENT made as of the 15th 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) One Thousand Dollars (\$1,000.00) is payable by the Purchaser by certified cheque or bank draft upon execution of this Agreement, to be held on an interest-free basis by the Solicitor for the Vendor as a deposit pending completion of this transaction on account of the Purchase Price on completion, or if this Agreement is not completed through no fault of the Purchaser, the deposit shall be returned to the Purchaser without interest or deduction; and
 - b) The 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 28th 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 31st 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 By-law, and other municipal by-laws and codes including but not limited to the Township's Site Plan Control By-law. It is the Purchaser's responsibility to confirm the Purchaser's use is compliant or if rezoning is necessary and other compliance requirements.

9. Development Covenants and Restrictions

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

10. Property Not for Resale

- a) The Purchaser covenants that it is purchasing the Property for 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, its 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 28th day of February 28th, 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 address:

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

Solicitor for the Purchaser:
Davis Webb LLP
24 Queen Street East, Suite 800
Brampton, ON
Contact: Neil Davis
Email: Neil.Davis@DavisWebb.com
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, **to a Corporation or person of the Purchaser choice**, which consent **from the Vendor** 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

Per: _____
Name Lindsey Green
Title: Clerk

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

**Schedule “A” to
Description of Property
Proposed to be Sold to 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 **spaces** 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 space **use**.
- 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. **This agreement condition 5(d) may be amended on agreement by the parties prior to closing based on the outcomes of the discussions and review of the building and project by the Township's Chief Building Official, the Building Owner's engineer and architect evaluations.**
- 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”

Building Owner 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 **second floor** theatre space.
2. All Life Safety upgrades to allow public access to the first floor of the building and **second floor** 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.
9. Foundation repairs as required by the engineers assessment

Note: This Schedule “D” document maybe subject change and/or amendments prior to the property sale closing date based on the Ontario Building Code, Life Safety, Engineering and Architect assessment and requirements with the agreement of the parties acting reasonably.

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 Lessor"

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 Lessor 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 Lessor 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.
2. 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 and/or their Community Group partner on a monthly basis at their expense.
5. The Landlord will allocate a proportionate share of the taxes, consumable use supplies in the common spaces and general maintenance costs based on Building area of the dedicated building cultural spaces with the exclusion of the kitchenette and washroom common spaces.
6. The Township of Southgate and/or the 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.
7. The Township of Southgate and/or the Community Group partner agrees to be responsible for the cleaning their dedicated cultural spaces they occupy for their use.
8. The Township of Southgate and/or the 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 business day.
9. 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.
10. The Township of Southgate and/or the 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.
11. The Landlord agrees to complete snow maintenance around the perimeter of their building entrance out to the sidewalk once per day for their purposes.
12. The Township of Southgate and/or the Community Group partner agrees to complete safety inspections, snow maintenance and sidewalk salting around the perimeter of their building entrance(s) out to and including the sidewalk during cultural evening events for their purposes to ensure a safe entrance and egress for the patrons of the cultural building use.
13. The Township of Southgate and the Community Group partner agrees to consult with the Building owner prior to making minor modifications and updates within the leased space.
14. Building Owner may withdrawl the building 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 Township of Southgate's office as soon as possible.

15. The Landlord agrees to allow the **Township of Southgate and/or the** 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.
16. The term of this agreement **is** for a period of twenty (20) years commencing January 1st, 2023 and ending December 31st, 2042 with the option by the parties to extend automatically without notice, renegotiate and renew the agreement.
17. This Agreement shall be automatically renewed for a successive five (5) year renewal term, unless the Leasee provides written notice to the Landlord ~~sixty~~ **one hundred and eighty (180)** days prior to the expiration date.
18. The Leasee agrees to give at least ~~60~~ **one hundred and eighty (180)** days written notice prior to the end of the lease term for any renewal period thereof, and the desire to negotiate a new Agreement.
19. The **Township of Southgate and/or the** Community Group partner agrees that maintenance of insurance coverage for loss of ~~Leasee's~~ **the** Community Group partner contents shall be their responsibility during the term of the lease, and the landlord agrees that maintenance of insurance covering ~~building~~ **contents** loss or damage shall be the ~~Leasee's~~ Community Group partner responsibility during the term of the lease.
20. The **Township of Southgate and/or the** 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.
21. The **Township of Southgate and/or the** 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 **Building Owner** as additional insured **and** 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.
22. 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 N0C 1B0 Contact: Dave Milliner – CAO Phone #: 519-923-2110 Email: dmilliner@southgate.ca
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For Wellington:	Wellington Capital Corporation 5405 Eglington Avenue West
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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.

23. All Parties agree that **mediation and** then 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.
24. 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.
25. Amendment of this Agreement can only be changed by a written document signed by the Parties.
26. 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.
27. 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.
28. 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.
29. 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
Title: Clerk

We have authority to bind the Corporation

Township of Southgate

Administration Office

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

Phone: 519-923-2110

Toll Free: 1-888-560-6607

Fax: 519-923-9262

Web: www.southgate.ca

Staff Report CAO2021-088

Title of Report: Good Roads Conference Delegation Request Deadline

Department: Administration

Council Date: December 15, 2021

Council Recommendation:

Be it resolved that Council receive staff report CAO2021-088 as information; and

That Council provide staff with direction and/or feedback on applying for Minister delegation requests at the Good Roads Conference in 2022.

Background:

The Good Roads Conference is being held on February 27 to March 2, 2022 in Toronto. The deadline for submissions is Friday January 28, 2022.

Staff Comments:

Staff request Council provide direction on Ministry delegations at the Goods Roads Conference in Toronto.

Financial Impact or Long Term Implications

The financial impact as a result of attending the conference related to expenses would be the event registration, hotel rooms, travel and meals, which will be reflected in the 2022 budget.

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 this report as information and direct staff on how to proceed with delegation submission, if any are required for the 2022 Good Roads Conference.

Respectfully Submitted,

CAO approval: Original Signed By

Dave Milliner – CAO

dmilliner@southgate.ca

519-923-2110 x210



Staff Report HR2021-034

Title of Report: **Staff Step Increases for Wages 2022**
Department: **Human Resources**
Council Date: December 15, 2021

Recommendation:

Be it resolved that Council receive staff report HR2021-034 for information; and

That Council approve a one step pay band increase for eligible employees, effective January 1, 2022; and

That Council approve an additional or two step pay band increase for 3 eligible employees, effective January 1, 2022.

Background:

Under provisions of Pay Administration Policy #16, employees who meet or exceed job requirements may advance one step within their pay band. Employees that consistently exceed job requirements may advance a further step within their pay band if recommended by their department head. All step movements (merit increases) will be presented to Council for approval each year.

Staff Comments:

Performance Appraisals have been completed and there are 50 employees that are recommended to receive a one-step increase within their pay band and three (3) of those employees are also recommended to receive an additional step increase within their pay band, effective January 1, 2022.

5 employees are not eligible for a step increase (3 still in probationary period, 1 not on grid, , 1 at job rate).

Financial Implications:

The 2022 Budget assumed a one step increase for all employees on the pay grid. The total increase in wages due to the step increases is \$62,143.62 plus payroll costs such as OMERS, Long Term Disability, EI, etc. This total includes \$3,458.37 for those that qualify for an additional step increase within their pay band.

Communications & Community Action Plan Impact:

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

Concluding Comments:

1. Staff recommend that Council receive staff report HR2021-034 as information.
2. Staff recommend that Council approve a one step pay band increase for eligible employees, effective January 1, 2022.
3. Staff recommend that Council approve a two step pay band increase for eligible employees, effective January 1, 2022.

Respectfully Submitted,

HR Approval: **Original Signed By**
Kayla Best, HR Coordinator

Finance Approval: **Original Signed By**
William Gott, Treasurer

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

Attachments: None



Staff Report HR2021-035

Title of Report: Policy 8 Hiring Policy Updates
Department: Human Resources
Council Date: December 15, 2021

Recommendation:

Be it resolved that Council receive Staff Report HR2021-035 for information; and

That Council approve updated Policy #8 Hiring Policy as presented; and

That Council consider approval of the Policy #8 Hiring Policy by Municipal By-Law 2021-184.

Background:

Policy #8 Hiring Policy was last approved on August 1, 2018.

Staff Comments:

Policy #8 Hiring Policy has been reviewed by HR Coordinator, CAO, Department Heads and the Southgate Personnel Committee for feedback and updates have been made to provide clarity and based on feedback. Updates are highlighted in red in Attachment #1.

Financial Implications:

There are no financial implications of this report.

Communications & Community Action Plan Impact:

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

Concluding Comments:

1. That Council receive this report as information.
2. That Council approve updated Policy #8 Hiring Policy as presented.
3. That Council consider approving Policy #8 by Municipal By-Law 2021-184.

Respectfully Submitted,

HR Coordinator: Original Signed By

Kayla Best, HR Coordinator/Assistant to the CAO

CAO Approval: Original Signed By

Dave Milliner, CAO

Attachments:

Attachment #1: Policy 8 Hiring Policy Updates



Hiring Policy

1. Purpose

To provide a fair, consistent and equitable practice of recruiting employees when required by the Municipality from qualified internal and/or external applicants.

2. Policy Scope

This Policy applies to all Township employees including but not limited to full-time, part-time, casual, temporary, student, volunteer firefighters and seasonal employees.

3. General Provisions

- a. It is the policy of the Township of Southgate to obtain the best-qualified personnel to fill any employment vacancy that arises within the Municipality.
- b. This hiring policy does not apply to department transfers of employees approved by the Department Head that are moving laterally within their work group where they remain in the same pay band.
- c. The Township will not discriminate against any person in the course of hiring process under the Protected Grounds of the Human Rights Code of Canada if aware or when made aware.
- d. If a selected applicant requests an accommodation for a disability during the hiring process, the Township shall consult with the applicant and provide or arrange for provisions of suitable accommodation that takes into account the applicant's disability.
- a. All new vacant positions will be reviewed by management and Council prior to starting any hiring process.
- b. If revisions are made to the position's existence, status and duties of the position based on the current needs of the organization, it will be brought to Council with a staff report recommendation.
- e. An applicant supplying inaccurate or misleading information may be subject to immediate termination from the hiring process and or their position.
- f. If an existing staff member applies for a contract (temporary) position, they have the right to return to their previous position once the contract is complete.

4. Definitions:

- a. **Immediate Relative** is one of the following:
 - Parent;
 - Spouse & children;
 - Sister & brother;
 - Sister-in-law, brother-in-law;
 - Father-in-law & mother-in-law; and
 - Son-in-law & daughter-in-law.
- b. **Spouse** shall mean the person to whom an employee is married or with whom the employee is living in a conjugal relationship outside marriage.

5. Job Descriptions

- a. All positions prior to hiring must have an approved job description.



- b. Job Descriptions must clearly define the hours of work, supervisor, scope of the position, key responsibilities, work experience and training requirements and expectations related to responsibility and work environment.
- c. The CAO **and/or Human Resources** and/or Department Head(s) will be responsible for:
 - i. Creating new job descriptions;
 - ii. Modifying existing job descriptions annually when required during the performance appraisal process; or
 - iii. Changing job descriptions when department tasks change, or a realignment of positions is required to realize efficiencies.
- d. **New job descriptions and significant updates to job descriptions where compensation should be reviewed must follow the below process:**
 - i. **Take a draft to Council for approval to take to the Job Evaluation Committee (JEC);**
 - ii. **JEC to meet and finalize job description and recommend placement on the Employee Pay Grid;**
 - iii. **Approval by Council of the final job description and the placement of the position on the employee pay grid.**

6. Recruitment Process

a. Internal Recruitment

- i. As part of the staff report process and if the Department Head feels an existing employee is qualified for the position, an internal hiring process may be considered. A meeting with the CAO and Southgate's Human Resources staff person and the Department Head is mandatory to review that the job vacancy complies with the following criteria:
 - Southgate's Hiring Policy;
 - Provincial Pay Equity legislation;
 - The employee(s) must be qualified for the job vacancy; and
 - The vacancy may be a promotion for the qualified employee(s) that if hired would result in a pay band increase and or increased hours of work.
- ii. The staff report will require Council approval to proceed to an internal hiring process **only** within the entire Southgate organization.
- iii. If Council does not approve an internal recommendation, staff will proceed with the internal and external recruitment process.
- iv. All internal job postings will be circulated to all departments within the Southgate organization, including the Fire Department volunteers who will be treated as internal employees for the purposes of the policy only.
- v. The job vacancy must be posted for a minimum period of five (5) business days.
- vi. Applicants must apply by submitting an updated resume and/or a Southgate Employment Application (Schedule A).
- vii. The **Human Resources staff** and/or the Department Head will schedule interviews with all **qualified** internal applicants.

b. Internal and External Recruitment

- i. Existing employees who serve the Township of Southgate in other employment positions and feel they have the necessary qualifications for any



posted job will have the opportunity and are urged to apply for posted positions.

- ii. Internal/External vacancies will be circulated to all departments within the Southgate organization and advertised externally at the same time. ~~with a notation that Internal candidates will be given first consideration over external candidates based on their experience related to the posted position, qualifications, training and positive past performance.~~
- iii. The vacancy may be advertised externally by one or all of the following methods:
 - Local Media (newspapers)
 - Trade publications and websites such as Municipal World, AMCTO, etc.
 - The employment section of the municipality's web site
 - Social Media platforms
- iv. The method of advertising will be at ~~minimum comply with the Southgate Public Notification Policy #15 and will be~~ the discretion of the CAO, Department Head and Human Resources staff.
- v. The vacancy will be advertised for a minimum of 14 ~~calendar~~ days.

c. Short Term Employee Recruitment

- i. When hiring casual, seasonal, temporary part-time or student positions the applicable Department Head will review resumes retained on file.
- ii. If the Department Head is not satisfied with the number or quality of the applicants on file, they may choose to advertise externally using the Internal and External Recruitment process above.

d. Fire Department Volunteer Recruitment

- i. The Dundalk Fire Department will follow the attached criteria document and application form, attached as "Schedule B".
- ii. An internal posting will be distributed to all departments as part of the process for hiring of a volunteer fire & emergency service personnel.
- iii. The vacancy may be advertised externally by one or all of the following methods:
 - Local Media (newspapers)
 - Trade publications and websites ~~(for full time positions only) such as Municipal World, AMCTO, etc.~~
 - The employment section of the municipality's web site
 - Social Media platforms
- iv. The method of advertising will be at the discretion of the Fire Chief.
- v. The vacancy will be advertised for a minimum of 14 calendar days.

7. Screening & Interview Process

a. Staff Employees

- i. Initial resume screening of applicants will be completed by the Department Head ~~and/or Human Resources staff.~~
- ii. An initial interview, if required for external candidates would be conducted by at least 2 staff managers or as designated by the CAO.
- iii. All ~~qualified~~ internal candidates will proceed to the final interview stage with other pre-screened external candidates.
- iv. Final interviews will be conducted by a Hiring Committee, made up of not more than ~~three~~ four (4) people, being the CAO or a designate, ~~Human Resources~~



- staff**, the applicable Department Head and/or supervisor of the position that has some reporting responsibility.
- v. The committee will determine the eligibility of internal and/or external applicants during this interview process.
 - vi. The final step in the interview process for the hiring committee would be to make a candidate recommendation to the department manager and **Human Resources** will proceed to complete the necessary reference checks.
 - vii. ~~**Council Approval:** Once the required reference and security checks have been completed and a verbal offer has been accepted by the applicant conditional of council approval, a hiring recommendation must next be approved by council resolution.~~
Once the job offer has been signed, staff will bring a report to Council for information.
- b. Short Term Employees**
- i. Human Resources or a designate and the Department Head will conduct the interviews and make a hiring recommendation for the department's manager, then Human Resources will complete necessary checks prior to job offer.
- c. Fire Department Volunteers**
- i. The initial resume screening of all applicants will be completed by the Fire Chief, Human Resources and/or designates.
 - ii. Final interviews will be conducted by a hiring committee of a minimum of three (3) **and a maximum of five (5)**, which includes the Fire Chief, the Deputy Chief or designate **and Human Resources**.
 - iii. The Dundalk Fire Department **volunteers are** exempt from the hiring relatives section of this policy and is left to the discretion of the hiring committee.
 - iv. Once a hiring decision is made, a letter of offer will be made by the Fire Chief. Once signed, the Fire Chief will take a report to Council for information.
- d. Chief Administration Officer**
- i. In the situation of recruiting a new CAO the whole of Council will constitute the Hiring Committee with the assistance of internal human resources staff and/or an external HR support consultant to manage the selection process.
- e. Supervisor & Department Head Positions**
- i. In the situation of recruiting a new Department Head position such as Clerk, Fire Chief, Building Official and Treasurer, there will be a hiring committee that will include the CAO, at least one (1) member of Council and human resource staff.
 - ii. The hiring committee will review the resumes, complete the interviews and make the hiring decision.
 - iii. Once the job offer has been signed, staff will bring a report to Council for information.

8. Insufficient Candidates

- a. If the hiring committee decides an insufficient number of candidates applied and or general concerns with the quality of applicants, it may be necessary to extend the deadline for applications.
- b. If required, one or all of the following steps may be taken:
 - i. Re-advertise in a wider area or a more focused industry recruitment effort;



- ii. Retain the services of Employment Placement Agency to provide candidates for the position based on the job description requirements;
- iii. Retain a recognized Hiring Consulting Firm for the selection process. The firm will make their recommendation to the Hiring Committee and or Council;
- iv. Restart the interview process as outlined above.

9. Reference and Security Checks Requirements

- a. A minimum of three (3) reference checks (2 employment & 1 personal) should be acquired on successful candidates prior to an official job offer being presented. **Reference checks will be completed by Human Resources staff and the results reviewed with the Hiring Committee prior to making offer to hire decision.**
- b. The Township of Southgate as part of our hiring process requires all new employees to obtain a criminal records check.
- c. In addition, a Ministry of Transportation of Ontario drivers abstract may be required where applicable to the job requirements.
- d. These requirements will be at the expense of the new applicant ~~prior to~~ and **be included in** the official job offer **as a condition(s)**.

10. Official Job Offer

- a. Once a final decision has been made and references have been checked, a letter detailing the official job offer can be provided for final acceptance by the future employee.
- b. The details of the job offer must include:
 - i. Position title;
 - ii. Job Duties;
 - iii. Employment status (full vs. part time, hours per week, work hours and on call duties if applicable);
 - iv. Agreed to start date;
 - v. Supervisor;
 - vi. Work location;
 - vii. Rate of pay;
 - viii. Vacation pay;
 - ix. WSIB coverage;
 - x. Probationary period;
 - xi. Performance reviews;
 - xii. Requirement for Criminal Record Check (and Driver's abstract if required);
 - xiii. Township of Southgate Policies; and
 - xiv. Copy of job description.

11. Job Vacancies that are Not Replaced

- a. In the event that an existing part-time or full-time job becomes vacant permanently (due to downsizing, reduction in workload, efficiencies, etc.) or temporarily (due to authorized leave or to hold a position open for a 6 month appointment/promotion option to allow an employee to return to their previous job), management may:
 - i. Assign this workload or these hours to an existing part-time or full-time employee(s); or



- ii. If necessary, hire a Casual Employee (up to 6 months) or a Temporary Contracted Employee (up to 18 months) with an identified end date.
- b. If ~~Council approves staff recommend~~ combining these hours or workload on a permanent basis to an existing part-time or full-time employee, the following is the appropriate process:
 - i. Make changes to the affected job description.
 - ii. Have the affected job description re-evaluated by the Job Evaluation Committee (JEC).
 - iii. If the JEC evaluates the job description and no change to the job pay band is necessary, management may ~~with council approval~~, assign the workload to existing employee(s) within that department.
 - iv. If the JEC recommends a change in the job pay band ~~based on the amended job description and is adopted by Council approval will be required.~~
 - v. The new position ~~must~~ will go through an internal recruitment process ~~only because of the reduction in staff level~~, for a period of ~~not less than 5~~ business days and follow with an internal selection process.

12. Hiring Immediate Relatives and Family Members

The purpose of this section is to provide rules with respect to the hiring of family members of existing employees and members of Council to avoid conflicts of interest or the potential for creating an adverse effect on supervision, safety, security and morale. The guidelines to follow are:

- a. The immediate relatives (see definitions section ~~above~~) of supervisory personnel shall not be employed where such employment would be within the same department.
- b. If employees marries or become members of the same household after being hired by Southgate, they may continue their employment as long as there is not:
 - i. Direct or indirect reporting between the 2 employees; or
 - ii. An actual conflict of interest exists.
- c. If one of the above situations occurs, Southgate will attempt to find a position to which one of the employees is qualified to perform and may transfer to. ~~All employees affected by Section 12 of this policy shall understand when hired that if accommodations of this nature are is not feasible, possible or satisfactory to the affected employees, the employees will be permitted to determine which one of them will resign.~~

13. Probation Period

- a. New employees shall be required to serve a probationary period of:
 - i. Full Time, permanent part time, casual, contract: six (6) months
 - ii. Seasonal: one (1) season (minimum three (3) months)
 - iii. Volunteer Firefighters: one (1) year
- b. Every effort will be made to help new employees adapt successfully to their new work environment.
- c. The probationary period also provides employees with the necessary time to become familiar with the Township and to evaluate whether or not they will be able to achieve their personal objectives with the Township.
- d. The Department Head shall prepare an "Employee Probation - Monthly Performance



- Report" (See Policy #17 – Performance Review Policy), hold a meeting with the employee to review performance and signoff of the form by the employee and manager.
- e. Following the completion of the required probationary period, the Department Head will prepare a full performance appraisal review with the employee to be reviewed by the CAO.
 - f. Within that report, the Department Head will provide their recommendation to: 1) accept the employee; 2) terminate the employee; or 3) provide reasons to extend the probationary period for an additional period (see Pay Administration Policy #16, "Pay Band Step Movement Eligibility").
 - g. If an existing employee is promoted to another position, they will be required to serve a six (6) month probationary period and the Department Head must complete an "Employee Probation – Monthly Performance Report" (See Policy #17 – Performance Review Policy). If during or at the end of the six month probation period, it is decided by either the employee or the manager that they do not fit into the position, the employee will return to their previous position.



Position applied for or type of work sought:		<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Student
When are you available to start?:		
Personal Information:		
Last name:	Given names:	
Address:	Phone:	
	E-mail:	
City	Province	Postal code
Education: Proof of credentials may be required		
Secondary School	Completed? <input type="checkbox"/> Yes <input type="checkbox"/> No	If incomplete, grade completed: Province, territory or country of educational institution:
Post Secondary		
Degree / Diploma	Year obtained	Field of study
Other Relevant Educational Information: Proof of credentials may be required		
Licences, certificates and professional accreditations:		
Other applicable knowledge, skills and qualifications: (Driver's licence type, equipment operation, software, CPR, First Aid, etc.):		



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Work Experience: (Optional, if you are attaching a resume that contains the information requested)

May we contact your present employer? ☐ Yes ☐ No

May we contact your past employers? ☐ Yes ☐ No

Current or most recent employer:	From:	Month	Year	To:	Month	Year
	City:			Province:		

Job title(s):	Brief description of duties:

Previous employer:	From:	Month	Year	To:	Month	Year
	City:			Province:		

Job title(s):	Brief description of duties:

Previous employer:	From:	Month	Year	To:	Month	Year
	City:			Province:		

Job title(s):	Brief description of duties:



Other information:

- Are you: ☐ legally able to work in Canada?
☐ willing to work overtime (if required)?
☐ willing to work evenings (if required)?
☐ willing to work weekends (if required)?
☐ willing to provide a police check and driver's abstract (if required)?

Hobbies and Interests:

References:

Name:	Title or relationship:	Contact information (phone / email):
Name:	Title or relationship:	Contact information (phone / email):
Name:	Title or relationship:	Contact information (phone / email):

I hereby certify that all information given in this application is true and complete. I understand that supplying false or incomplete information may be cause for immediate dismissal or other disciplinary action.

Signature

Date



TOWNSHIP OF SOUTHGATE: DUNDALK FIRE DEPARTMENT

Criteria for Eligibility

1. Must have complete physical examination and return the Recruit Medical Examination Form complete with the signature of a Medical Examiner indicating the candidate is physically capable of performing firefighting duties.
2. Must provide a current criminal background check upon request.
3. Must provide current drivers abstract.
4. Must pass a physical agility test.
5. Must hold a Class DZ licence or willing to acquire a Class DZ licence within the first two years of employment.
6. Must be willing to work in adverse conditions.
7. Must be willing to be on call 24 hours a day.
8. Must be able to work well with others.
9. Must participate in the department training program and enrol in the firefighter curriculum.
10. Must be willing to be on probation for a period of one year with quarterly performance appraisals.
11. Must attend a minimum of 35% of the alarms for the assigned station, 70% of the assigned duty checks and 70% of scheduled training.

I, the undersigned, have read, understand and accept the above minimum eligibility requirements for the position of Probationary Firefighter for the Dundalk Fire Department.

SIGNATURE

DATE

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

BY-LAW NUMBER 2021-184

being a By-law to adopt a "Hiring Policy"
known as Policy Number 8

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

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

Whereas the Council of The Township of Southgate has deemed it desirable to adopt a policy with respect to the hiring of municipal employees,

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

1. **That** the "Hiring Policy" known as Policy No. 8, attached hereto as Schedule A is hereby adopted; and
2. **That** this by-law shall come into force and effect on the date of its passing.

Read a first, second and third time and finally passed this 15th day of December, 2021.

John Woodbury – Mayor

Lindsey Green – Clerk



Hiring Policy

1. Purpose

To provide a fair, consistent and equitable practice of recruiting employees when required by the Municipality from qualified internal and/or external applicants.

2. Policy Scope

This Policy applies to all Township employees including but not limited to full-time, part-time, casual, temporary, student, volunteer firefighters and seasonal employees.

3. General Provisions

- a. It is the policy of the Township of Southgate to obtain the best-qualified personnel to fill any employment vacancy that arises within the Municipality.
- b. This hiring policy does not apply to department transfers of employees approved by the Department Head that are moving laterally within their work group where they remain in the same pay band.
- c. The Township will not discriminate against any person in the course of hiring process under the Protected Grounds of the Human Rights Code of Canada if aware or when made aware.
- d. If a selected applicant requests an accommodation for a disability during the hiring process, the Township shall consult with the applicant and provide or arrange for provisions of suitable accommodation that takes into account the applicant's disability.
- a. All new vacant positions will be reviewed by management and Council prior to starting any hiring process.
- b. If revisions are made to the position's existence, status and duties of the position based on the current needs of the organization, it will be brought to Council with a staff report recommendation.
- e. An applicant supplying inaccurate or misleading information may be subject to immediate termination from the hiring process and or their position.
- f. If an existing staff member applies for a contract (temporary) position, they have the right to return to their previous position once the contract is complete.

4. Definitions:

- a. **Immediate Relative** is one of the following:
 - Parent;
 - Spouse & children;
 - Sister & brother;
 - Sister-in-law, brother-in-law;
 - Father-in-law & mother-in-law; and
 - Son-in-law & daughter-in-law.
- b. **Spouse** shall mean the person to whom an employee is married or with whom the employee is living in a conjugal relationship outside marriage.

5. Job Descriptions

- a. All positions prior to hiring must have an approved job description.



- b. Job Descriptions must clearly define the hours of work, supervisor, scope of the position, key responsibilities, work experience and training requirements and expectations related to responsibility and work environment.
- c. The CAO and/or Human Resources and/or Department Head(s) will be responsible for:
 - i. Creating new job descriptions;
 - ii. Modifying existing job descriptions annually when required during the performance appraisal process; or
 - iii. Changing job descriptions when department tasks change, or a realignment of positions is required to realize efficiencies.
- d. New job descriptions and significant updates to job descriptions where compensation should be reviewed must follow the below process:
 - i. Take a draft to Council for approval to take to the Job Evaluation Committee (JEC);
 - ii. JEC to meet and finalize job description and recommend placement on the Employee Pay Grid;
 - iii. Approval by Council of the final job description and the placement of the position on the employee pay grid.

6. Recruitment Process

a. Internal Recruitment

- i. As part of the staff report process and if the Department Head feels an existing employee is qualified for the position, an internal hiring process may be considered. A meeting with the CAO and Southgate's Human Resources staff person and the Department Head is mandatory to review that the job vacancy complies with the following criteria:
 - Southgate's Hiring Policy;
 - Provincial Pay Equity legislation;
 - The employee(s) must be qualified for the job vacancy; and
 - The vacancy may be a promotion for the qualified employee(s) that if hired would result in a pay band increase and or increased hours of work.
- ii. The staff report will require Council approval to proceed to an internal hiring process only within the entire Southgate organization.
- iii. If Council does not approve an internal recommendation, staff will proceed with the internal and external recruitment process.
- iv. All internal job postings will be circulated to all departments within the Southgate organization, including the Fire Department volunteers who will be treated as internal employees for the purposes of the policy only.
- v. The job vacancy must be posted for a minimum period of five (5) business days.
- vi. Applicants must apply by submitting an updated resume and/or a Southgate Employment Application (Schedule A).
- vii. The Human Resources staff and/or the Department Head will schedule interviews with all qualified internal applicants.

b. Internal and External Recruitment

- i. Existing employees who serve the Township of Southgate in other employment positions and feel they have the necessary qualifications for any



posted job will have the opportunity and are urged to apply for posted positions.

- ii. Internal/External vacancies will be circulated to all departments within the Southgate organization and advertised externally at the same time.
- iii. The vacancy may be advertised externally by one or all of the following methods:
 - Local Media (newspapers)
 - Trade publications and websites such as Municipal World, AMCTO, etc.
 - The employment section of the municipality's web site
 - Social Media platforms
- iv. The method of advertising will be at the discretion of the CAO, Department Head and Human Resources staff.
- v. The vacancy will be advertised for a minimum of 14 calendar days.

c. Short Term Employee Recruitment

- i. When hiring casual, seasonal, temporary part-time or student positions the applicable Department Head will review resumes retained on file.
- ii. If the Department Head is not satisfied with the number or quality of the applicants on file, they may choose to advertise externally using the Internal and External Recruitment process above.

d. Fire Department Volunteer Recruitment

- i. The Dundalk Fire Department will follow the attached criteria document and application form, attached as "Schedule B".
- ii. An internal posting will be distributed to all departments as part of the process for hiring of a volunteer fire & emergency service personnel.
- iii. The vacancy may be advertised externally by one or all of the following methods:
 - Local Media (newspapers)
 - Trade publications and websites (for full time positions only).
 - The employment section of the municipality's web site
 - Social Media platforms
- iv. The method of advertising will be at the discretion of the Fire Chief.
- v. The vacancy will be advertised for a minimum of 14 calendar days.

7. Screening & Interview Process

a. Staff Employees

- i. Initial resume screening of applicants will be completed by the Department Head and/or Human Resources staff.
- ii. An initial interview, if required for external candidates would be conducted by at least 2 staff managers or as designated by the CAO.
- iii. All qualified internal candidates will proceed to the final interview stage with other pre-screened external candidates.
- iv. Final interviews will be conducted by a Hiring Committee, made up of not more than three four (4) people, being the CAO or a designate, Human Resources staff, the applicable Department Head and/or supervisor of the position that has some reporting responsibility.
- v. The committee will determine the eligibility of internal and/or external applicants during this interview process.



- vi. The final step in the interview process for the hiring committee would be to make a candidate recommendation to the department manager and Human Resources will proceed to complete the necessary reference checks.
- vii. Once the job offer has been signed, staff will bring a report to Council for information.
- b. **Short Term Employees**
 - i. Human Resources or a designate and the Department Head will conduct the interviews and make a hiring recommendation for the department's manager, then Human Resources will complete necessary checks prior to job offer.
- c. **Fire Department Volunteers**
 - i. The initial resume screening of all applicants will be completed by the Fire Chief, Human Resources and/or designates.
 - ii. Final interviews will be conducted by a hiring committee of a minimum of three (3) and a maximum of five (5), which includes the Fire Chief, the Deputy Chief or designate and Human Resources.
 - iii. The Dundalk Fire Department volunteers are exempt from the hiring relatives section of this policy and is left to the discretion of the hiring committee.
 - iv. Once a hiring decision is made, a letter of offer will be made by the Fire Chief. Once signed, the Fire Chief will take a report to Council for information.
- d. **Chief Administration Officer**
 - i. In the situation of recruiting a new CAO the whole of Council will constitute the Hiring Committee with the assistance of internal human resources staff and/or an external HR support consultant to manage the selection process.
- e. **Supervisor & Department Head Positions**
 - i. In the situation of recruiting a new Department Head position such as Clerk, Fire Chief, Building Official and Treasurer, there will be a hiring committee that will include the CAO, at least one (1) member of Council and human resource staff.
 - ii. The hiring committee will review the resumes, complete the interviews and make the hiring decision.
 - iii. Once the job offer has been signed, staff will bring a report to Council for information.

8. Insufficient Candidates

- a. If the hiring committee decides an insufficient number of candidates applied and or general concerns with the quality of applicants, it may be necessary to extend the deadline for applications.
- b. If required, one or all of the following steps may be taken:
 - i. Re-advertise in a wider area or a more focused industry recruitment effort;
 - ii. Retain the services of Employment Placement Agency to provide candidates for the position based on the job description requirements;
 - iii. Retain a recognized Hiring Consulting Firm for the selection process. The firm will make their recommendation to the Hiring Committee and or Council;
 - iv. Restart the interview process as outlined above.

9. Reference and Security Checks Requirements



- a. A minimum of three (3) reference checks (2 employment & 1 personal) should be acquired on successful candidates prior to an official job offer being presented. Reference checks will be completed by Human Resources staff and the results reviewed with the Hiring Committee prior to making offer to hire decision.
- b. The Township of Southgate as part of our hiring process requires all new employees to obtain a criminal records check.
- c. In addition, a Ministry of Transportation of Ontario drivers abstract may be required where applicable to the job requirements.
- d. These requirements will be at the expense of the new applicant and be included in the official job offer as a condition(s).

10. Official Job Offer

- a. Once a final decision has been made and references have been checked, a letter detailing the official job offer can be provided for final acceptance by the future employee.
- b. The details of the job offer must include:
 - i. Position title;
 - ii. Job Duties;
 - iii. Employment status (full vs. part time, hours per week, work hours and on call duties if applicable);
 - iv. Agreed to start date;
 - v. Supervisor;
 - vi. Work location;
 - vii. Rate of pay;
 - viii. Vacation pay;
 - ix. WSIB coverage;
 - x. Probationary period;
 - xi. Performance reviews;
 - xii. Requirement for Criminal Record Check (and Driver's abstract if required);
 - xiii. Township of Southgate Policies; and
 - xiv. Copy of job description.

11. Job Vacancies that are Not Replaced

- a. In the event that an existing part-time or full-time job becomes vacant permanently (due to downsizing, reduction in workload, efficiencies, etc.) or temporarily (due to authorized leave or to hold a position open for a 6 month appointment/promotion option to allow an employee to return to their previous job), management may:
 - i. Assign this workload or these hours to an existing part-time or full-time employee(s); or
 - ii. If necessary, hire a Casual Employee (up to 6 months) or a Temporary Contracted Employee (up to 18 months) with an identified end date.
- b. If staff recommend combining these hours or workload on a permanent basis to an existing part-time or full-time employee, the following is the appropriate process:
 - i. Make changes to the affected job description.
 - ii. Have the affected job description re-evaluated by the Job Evaluation Committee (JEC).



- iii. If the JEC evaluates the job description and no change to the job pay band is necessary, management may assign the workload to existing employee(s) within that department.
- iv. If the JEC recommends a change in the job pay band based on the amended job description Council approval will be required.
- v. The new position will go through an internal recruitment process only because of the reduction in staff level, for a period of not less than 5 business days and follow with an internal selection process.

12. Hiring Immediate Relatives and Family Members

The purpose of this section is to provide rules with respect to the hiring of family members of existing employees and members of Council to avoid conflicts of interest or the potential for creating an adverse effect on supervision, safety, security and morale. The guidelines to follow are:

- a. The immediate relatives (see definitions section above) of supervisory personnel shall not be employed where such employment would be within the same department.
- b. If employees marries or become members of the same household after being hired by Southgate, they may continue their employment as long as there is not:
 - i. Direct or indirect reporting between the 2 employees; or
 - ii. An actual conflict of interest exists.
- c. If one of the above situations occurs, Southgate will attempt to find a position to which one of the employees is qualified to perform and may transfer to. All employees affected by Section 12 of this policy shall understand when hired that if accommodations of this nature is not feasible, possible or satisfactory to the affected employees, the employees will be permitted to determine which one of them will resign.

13. Probation Period

- a. New employees shall be required to serve a probationary period of:
 - i. Full Time, permanent part time, casual, contract: six (6) months
 - ii. Seasonal: one (1) season (minimum three (3) months)
 - iii. Volunteer Firefighters: one (1) year
- b. Every effort will be made to help new employees adapt successfully to their new work environment.
- c. The probationary period also provides employees with the necessary time to become familiar with the Township and to evaluate whether or not they will be able to achieve their personal objectives with the Township.
- d. The Department Head shall prepare an "Employee Probation - Monthly Performance Report" (See Policy #17 – Performance Review Policy), hold a meeting with the employee to review performance and signoff of the form by the employee and manager.
- e. Following the completion of the required probationary period, the Department Head will prepare a full performance appraisal review with the employee to be reviewed by the CAO.
- f. Within that report, the Department Head will provide their recommendation to: 1) accept the employee; 2) terminate the employee; or 3) provide reasons to extend



- the probationary period for an additional period (see Pay Administration Policy #16, "Pay Band Step Movement Eligibility").
- g. If an existing employee is promoted to another position, they will be required to serve a six (6) month probationary period and the Department Head must complete an "Employee Probation – Monthly Performance Report" (See Policy #17 – Performance Review Policy). If during or at the end of the six month probation period, it is decided by either the employee or the manager that they do not fit into the position, the employee will return to their previous position.



Position applied for or type of work sought:	<input type="checkbox"/> Full-time
	<input type="checkbox"/> Part-time
	<input type="checkbox"/> Student

When are you available to start?:

Personal Information:			
Last name:		Given names:	
Address:	Phone:		
	E-mail:		
City	Province	Postal code	

Education: Proof of credentials may be required			
Secondary School	Completed? <input type="checkbox"/> Yes <input type="checkbox"/> No	If incomplete, grade completed:	Province, territory or country of educational institution:
Post Secondary			
Degree / Diploma	Year obtained	Field of study	

Other Relevant Educational Information: Proof of credentials may be required
Licences, certificates and professional accreditations:
Other applicable knowledge, skills and qualifications: (Driver's licence type, equipment operation, software, CPR, First Aid, etc.):



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Work Experience: (Optional, if you are attaching a resume that contains the information requested)

May we contact your present employer? ☐ Yes ☐ No

May we contact your past employers? ☐ Yes ☐ No

Current or most recent employer:	From:	Month	Year	To:	Month	Year
	City:			Province:		

Job title(s):	Brief description of duties:

Previous employer:	From:	Month	Year	To:	Month	Year
	City:			Province:		

Job title(s):	Brief description of duties:

Previous employer:	From:	Month	Year	To:	Month	Year
	City:			Province:		

Job title(s):	Brief description of duties:



Other information:

- Are you: ☐ legally able to work in Canada?
☐ willing to work overtime (if required)?
☐ willing to work evenings (if required)?
☐ willing to work weekends (if required)?
☐ willing to provide a police check and driver's abstract (if required)?

Hobbies and Interests:

References:

Name:	Title or relationship:	Contact information (phone / email):
Name:	Title or relationship:	Contact information (phone / email):
Name:	Title or relationship:	Contact information (phone / email):

I hereby certify that all information given in this application is true and complete. I understand that supplying false or incomplete information may be cause for immediate dismissal or other disciplinary action.

Signature

Date



TOWNSHIP OF SOUTHGATE: DUNDALK FIRE DEPARTMENT

Criteria for Eligibility

1. Must have complete physical examination and return the Recruit Medical Examination Form complete with the signature of a Medical Examiner indicating the candidate is physically capable of performing firefighting duties.
2. Must provide a current criminal background check upon request.
3. Must provide current drivers abstract.
4. Must pass a physical agility test.
5. Must hold a Class DZ licence or willing to acquire a Class DZ licence within the first two years of employment.
6. Must be willing to work in adverse conditions.
7. Must be willing to be on call 24 hours a day.
8. Must be able to work well with others.
9. Must participate in the department training program and enrol in the firefighter curriculum.
10. Must be willing to be on probation for a period of one year with quarterly performance appraisals.
11. Must attend a minimum of 35% of the alarms for the assigned station, 70% of the assigned duty checks and 70% of scheduled training.

I, the undersigned, have read, understand and accept the above minimum eligibility requirements for the position of Probationary Firefighter for the Dundalk Fire Department.

SIGNATURE

DATE



Staff Report HR2021-037

Title of Report: Planning Laptop Replacement
Department: Human Resources
Council Date: December 15, 2021

Recommendation:

Be it resolved that Council receive Staff Report HR2021-037 for information; and

That Council approve the use of the Modernization Fund for replacement of planning laptop and technology.

Background:

The laptop used by the Planner unexpectedly experienced problems. Our I.T. provider assessed the laptop and determined it would require replacement.

Staff Comments:

Staff assessed new laptops and ordered a laptop for the planner that provided better specifications than the last in order for efficiencies since mapping programs can be process heavy on technology.

Since this expense was unexpected and the result was an upgrade in technology, staff recommend funding the replacement out of the Modernization fund.

Financial Implications:

The financial impact is \$1,708.89 and is requesting to be funded through the Modernization Fund.

Communications & Community Action Plan Impact:

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

Concluding Comments:

1. That Council receive this report as information.
2. That Council approve use of Modernization fund for planning laptop replacement.

Respectfully Submitted,

HR Coordinator: *Original Signed By*

Kayla Best, HR Coordinator/Assistant to the CAO

Treasurer Approval: *Original Signed By*
William Gott, Treasurer

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

Attachments: None.

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



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

Staff Report PL2021-103

Title of Report: PL2021-103 – ZBA C14-20 Edwin Martin
Department: Clerks
Branch: Planning Services
Council Date: December 15, 2021

Recommendation:

Be it resolved that Council receive Staff Report PL2021-103 for information; and
That Council consider approval of By-law 2021-186.

Property Location:



Subject Lands:

The subject lands are described as Con 2, Pt Lot 16 RP 111512 Parts 8-12, Geographic Township of Proton and are approximately 20ha (50 acres). The lands have frontage on Southgate Road 04.

The Purpose of the proposed zoning bylaw amendment application is to allow for an Agricultural related use being a small scale Dry Industrial Use shop. The owners wish

to add the shop to the list of permitted uses on the property. The property is currently zoned Agricultural exception zone (A1-476). A new exception zone will be added (A1-506) which will permit the shop including office and power room up to 750m² with outside storage of approximately 500m².

The Effect of the proposed zoning by-law amendment would be to rezone a portion of the A1-476 zone to the new agricultural exception zone (A1-506). This new exception zone will permit the proposed shop including office and power room up to 750m² with outside storage of approximately 500m². Any Environmental Protection Zone Boundary may be adjusted based on Conservation Authority comments.

Background

A Public meeting was held virtually on September 22, 2021. Supporting documents and comments posted on the website are available at:

<https://www.southgate.ca/en/municipal-services/planning-applications-public-notice.aspx#C14-20-Edwin-J-Martin>

The comments received include:

The Public Works Department indicate that a Commercial Entrance has been installed and that a safe access can be provided.

The County of Grey staff have no further concerns with the subject application.

The SVCA indicate the proposal is generally acceptable to SVCA staff provided habitat of endangered species and threatened species, which the applicant must address.

No comments were received from members of the public.

Financial Considerations:

The following is an example of the increased tax revenue associated with the addition of a 600m² industrial shop and a residence on a farm property:

2020	Assessment	Tax Rate	Taxation
FT (Farm)	\$ 300,000	0.283931%	\$ 851.79
	<u>\$ 300,000</u>		<u>\$ 851.79</u>
 2021	 Assessment	 Tax Rate	 Taxation
FT (Farm)	\$ 365,468	0.288527%	\$ 1,054.47
RT			
(Residential)	\$ 400,000	1.301060%	\$ 5,204.24
JT (Industrial)	\$ 150,000	2.982098%	\$ 4,473.15
	<u>\$ 550,000</u>		<u>\$ 9,677.39</u>

\$ 915,468

\$10,731.86

Of the total taxes of \$10,731.86 above, the Township receives \$5,876.57 (\$5,292.88 pertaining the shop and residence), The County receives \$2,742.13 and the local Board of Educations receive \$2,071.79.

This is increased revenue every year and therefore after a period of 10 years the industrial shop and residence generates \$52,928.80 in additional tax revenue for the Township. The entire tax revenue generated could be directed by the Township to the Road budget if necessary, however it should be pointed out, that roads often have a lifespan greater than 10 years. Building the industrial shop and residence would also generate \$23,690.34 in Development Charge revenue.

With the above information we can compare projected revenues from pre and post development. Over a 10-year period, without the development, the Township would collect \$8,517.90 in property taxes. This number would further be divided by the County and Education portions of the taxes collected. Over a ten-year period, with the development, the Township would collect \$131,008.94 in property taxes and development charge revenue, which is 15.38 times that if nothing had developed.

Staff Review

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

The Provincial Policy Statement 2020 (PPS)

The PPS has been reviewed in its entirety, however, only the most relevant policies have been identified below. The subject land would constitute "Rural Area" under the definition of the PPS. The PPS allows for a variety of uses in the rural areas:

1.1.4.1 In rural areas located in municipalities:

f) promoting diversification of the economic base and employment opportunities through goods and services, including value-added products and the sustainable management or use of resources;

The PPS supports the diversification of the rural economy. The proposed Industrial use supports farming and grows the rural economic base. The subject lands are considered as Rural within the PPS; below is a review of those policies.

Section 1.1.5.2 On rural lands located in Municipalities, permitted uses are:

- a) the management or use of resources;
- b) resource based recreational uses (including recreational dwellings);
- c) limited residential development;
- d) home occupations and home industries;
- e) cemeteries; and
- f) **other rural land uses.**

The proposed dry industrial use shop is considered an on farm diversified use and therefore “other rural land uses” within the context of the PPS.

Section 1.1.5.3 Recreational, Tourism and other economic opportunities should be promoted.

1.1.5.4 Development that is compatible with the rural landscape and can be sustained by rural service levels should be promoted.

The volume of traffic associated with this proposal can be sustained by rural service levels. The Site Plan Control process will also provide for screening and limitations on the operation to ensure that it remains small scale and blends in with the Rural area.

1.1.5.5 Development shall be appropriate to the infrastructure which is planned or available, and avoid the need for the unjustified and or uneconomical expansion of this infrastructure.

The additional use is appropriate for the area and the Rural infrastructure currently in place and will not necessitate an expansion of infrastructure.

1.1.5.7 Opportunities to support a diversified rural economy should be promoted by protecting agricultural and other resource-related uses and directing non-related development to areas where it will minimize constraints on these uses.

This policy is directly supportive of Industrial shops and provides advice to the Township to promote them and direct non-agriculturally related uses to other areas of the Township.

1.1.5.8 Agricultural uses, Agricultural –related uses, on-farm diversified uses and normal farm practises should be promoted and protected in accordance with provincial standards.

Again, this policy advises the Township to promote and protect agricultural, agricultural related uses and on farm diversified uses. The proposed Industrial use will broaden the tax base and provide additional employment in the Township.

The definitions of Agricultural use, Agricultural related use and on farm diversified use are provided below from the PPS.

All of the shops being proposed within the Township at the present time fall within one of the three definitions below and are therefore consistent with the definitions within the Provincial Policy. The proposed use will not offend these definitions.

Agricultural use “means the growing of crops, including nursery, biomass, and horticultural crops; raising of livestock; raising of other animals for food, fur or fibre, including poultry and fish; aquaculture; apiaries; agro-forestry; maple syrup production; and associated on-farm buildings and structures, including, but not limited to livestock facilities, manure storages, value retaining facilities, and

accommodation for full time farm labour when the size and nature of the operation requires additional employment.”

Agricultural related uses: means those farm uses related commercial and farm related industrial uses that are directly related to farm operations in the area, support agriculture, benefit from being in close proximity to farm operations, and provide direct products and or services to farm operations as a primary activity.

On farm diversified uses: “means uses that are secondary to the principal agricultural use of the property, and are limited in area. On-farm diversified uses include, but are not limited to, home occupations, home industries, agri-tourism uses, and uses that produce value added agricultural products.”

This proposed dry industrial use would be considered an on farm diversified use which is permitted in the rural area.

Minimum Distance Separation (MDS)

Regarding MDS, it has been reviewed and there are no barns that will be negatively impacted by the proposed metal and fabricating shop. Staff have reviewed the MDS Guidelines and there are no concerns regarding MDS.

The proposal will not hinder surrounding agricultural operations and will not require infrastructure development. The proposal is consistent with the definitions and policies of the PPS including promoting diversification of the economic base and employment opportunities. Based on the foregoing, the proposal appears to be consistent with the PPS.

Township Official Plan

The Township of Southgate Official Plan (OP) designates the subject lands “Rural” and “Hazard lands”. The OP provides for small scale commercial and industrial uses on properties greater than 20ha to a maximum of 750m² in size. The maximum outside storage is 500m² in addition to the 750m² building size. The proposal is to construct a shop up to 750 m² in size. The outdoor and indoor storage area will be approximately 626.65m² . The proposal appears to not comply with the above policy so, the definition of small scale is examined below to further consider the proposal against the conformity with the Official Plan.

The Official Plan defines Small Scale on parcels larger than 20 hectares as: a maximum structure size of 750m² and a maximum outdoor storage display area of 500m² will be permitted. If the structure is less than 750m², the outside display area may be increased, so that the combined outside display area and structure does not exceed 1250 square meters.

The proposal meets this definition and is therefore considered small scale under the policies of the Township Official Plan.

The Township Official Plan section 5.2.1 Rural designation permitted uses include the following:

"iv. small scale commercial and industrial uses;"

As noted above, the proposal meets the Official Plan Definition of Small Scale and is therefore considered a permitted use in the Agricultural Designation.

Section 5.2.3 Development Policies

5. The maximum structure size for new or expanding small scale commercial and industrial uses shall be 750 square metres, with a maximum outdoor storage size of 500 square meters. Where the maximum structure size is less than 750 square metres, more outdoor storage space will be permitted up to a combined maximum of 1250 square metres. Such uses will only be permitted on farm parcels greater than 20 hectares, all subject to satisfying the Development Policies as outlined in this Section. Council may, in the future, limit the commercial or industrial use through the implementing Zoning Bylaw Amendment.

The proposal is consistent with the development policies of the Official Plan and through site plan control will blend in with the rural landscape. The proposal will assist the farming operation by providing support in the form of income and proximity to the farming operation to allow the farming operation to continue to be located in this area. While a use like this could potentially be situated in an industrial park, it is in my opinion, better suited to the rural area because it allows farming to continue on the property and supports the agricultural community. The construction of the shop broadens the tax base and supports the rural economy while operating using minimal infrastructure and servicing. Furthermore, it allows those citizens who rely on animals for transportation to live and work in the same area.

Zoning By-law

The proposed zoning by-law amendment would change the zoning symbol on a portion of the property from Agricultural Exception (A1-476) to Agricultural Exception A1-506) to allow for a small scale Industrial use to be permitted on the property. The dry industrial use may include metal working, wood working, plastics or powder coating and painting and other similar type manufacturing uses. The Environmental Protection Zone Boundary may be adjusted based on Conservation Authority comments. The zoning will also provide regulations for setbacks for the use. Site Plan control will also be required in order to implement specific control measures to address potential nuisance issues such as noise, dust and visual impact. The closest residence is 150m to the east on the adjacent farm.

Conclusions

Based on the above policy review and the information provided and comments received, the proposal is consistent with the Policies of the Provincial Policy Statement, The County of Grey Official Plan, The Township of Southgate Official Plan. The proposed zoning by-law amendment should therefore be approved and is considered appropriate for the area and good land use planning.

Respectfully Submitted,

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



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

Attachments: None.

The Corporation of the Township of Southgate
By-law Number 2021-186

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

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

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

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

- 1. **That** Schedule "46" to Zoning By-law No. 19-2002 is hereby amended by changing the zone symbols on a portion of the lands described as CON Pt lot 16, RP 111512 Parts 8-12 geographic Township of Proton, in the Township of Southgate and shown on Schedule "A", affixed hereto, from:
 - **Agricultural Exception (A1-476) to Agricultural Exception (A1-506)**
- 2. **That** Section 33 to By-law No. 19-2002 is hereby amended by adding section 33.506 with the following:

"33-506 Con 2, Pt lot 16 (Proton)	A1-506	Notwithstanding the provisions of Sections 6.0 or any other provisions to the contrary, the land zoned A1-506 shall be subject to the following regulations in relation to an additional permitted use being a small scale industrial use. a) The small scale dry industrial use may include but is not limited to, a metal workshop for fabricating, welding, manufacture of small equipment and parts and repair shop, woodworking shop or other similar type uses: b) The use shall remain secondary to the principle use of the property, being an agricultural use. c) The maximum combined size of the Industrial workshop, power room, office and lunch room shall not exceed 750 m ² d) The maximum size of all outdoor storage shall be 500m ² . If the size limits in clause c) above have not been reached, the outdoor storage area may be expanded provided the combined structure size in clause c and the outdoor storage area do not exceed 1250m ² . e) All outside storage shall be screened from view by way of fencing or landscaped buffer. f) The shop shall be setback a minimum of 33m from the front lot line. g) The shop shall be setback a minimum of 7m from the west side lot
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line and 120m from the east side lot line.

- 3. **That** Schedule "A" and all other notations thereon are hereby declared to form part of this by-law; and
- 4. **That** this by-law shall come into force and take effect upon being passed by Council subject to any approval necessary pursuant to the Planning Act R.S.O. 1990, as amended.

Read a first, second, and third time and finally passed this 15th day of December 2021.

John Woodbury – Mayor

Lindsey Green – Clerk

Explanatory Note

This by-law applies only to those lands described as CON 2 Pt LOT 16, RP 111512 Parts 8-12 geographic Township of Proton, in the Township of Southgate. The zoning by-law amendment is to allow for a small scale Industrial shop use to be added to a portion of the property. The by-law will add an Industrial shop, office and power room use to the list of permitted uses. The Industrial workshop, office and power room are proposed to be up to 750m². The outside storage area is proposed to be approximately 626m² with provisions for expansion. All other provisions of the by-law shall apply.

The Effect of the zoning by-law amendment is to change the zoning symbol on a portion of the property from Agricultural exception (A1-476) to Agricultural Exception (A1-506) to allow for a small scale Industrial use to be permitted on the property.

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

Schedule "A"

By-Law No. _____

Amending By-Law No. 19-2002

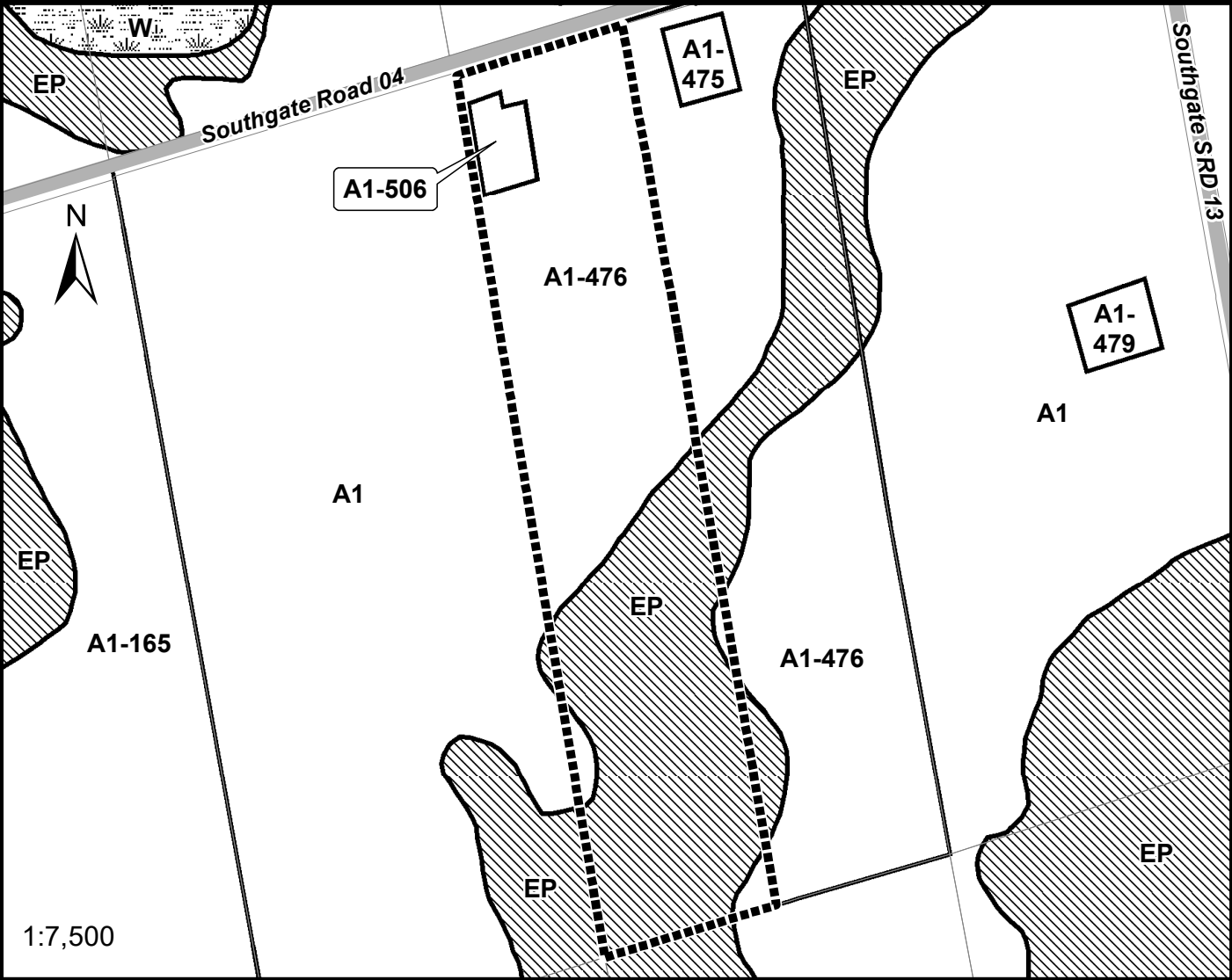
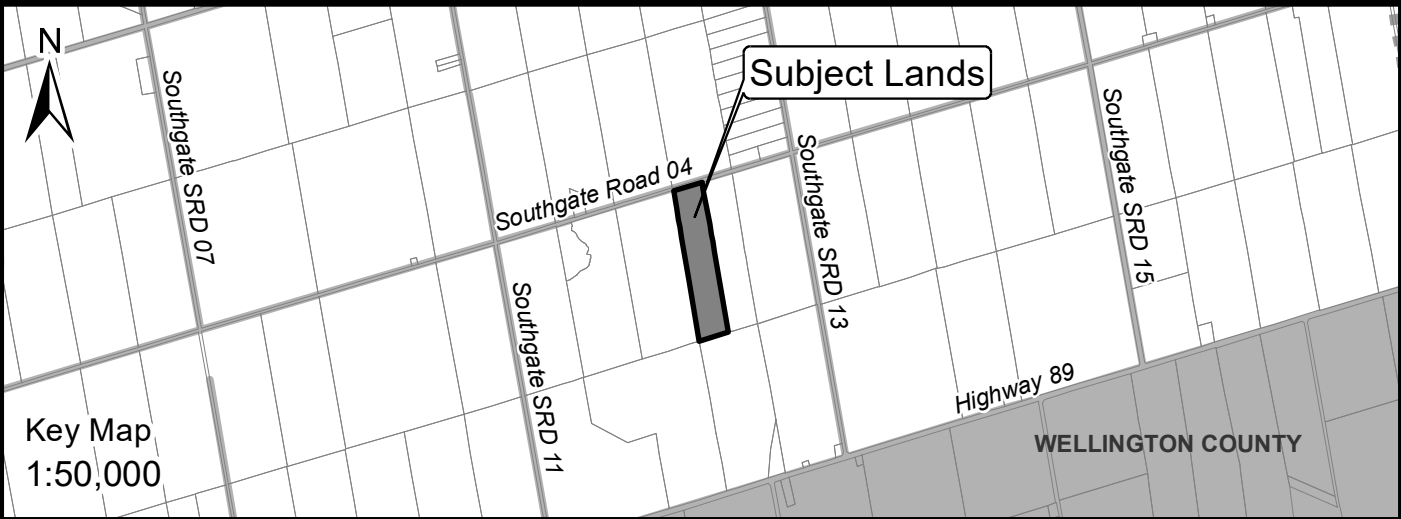
Township of Southgate
Geographic Township of Proton

Date Passed: _____

Signed: _____

John Woodbury, Mayor

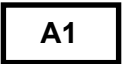
Lindsey Green, Clerk



Legend



Subject Lands



Agricultural



Environmental Protection



Wetland

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



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

Staff Report PL2021-104

Title of Report: PL2021-104 - SP25-21 Edwin Martin
Department: Clerks
Branch: Planning Services
Council Date: December 15, 2021

Recommendation:

Be it resolved that Council receive Staff Report PL2021-104 for information; and
That Council consider approval of By-law 2021-183 authorizing the entering into a Site Plan Agreement.

Property Location: CON 2, PT LOT 16 RP;16R11512 PARTS 8 TO 12,
Geographic Township of Proton, Township of Southgate



Background: The zoning amendment application C14-20 can be viewed at the following link:

<https://www.southgate.ca/en/municipal-services/planning-applications-public-notice.aspx#C14-20-Edwin-J-Martin>

The official public meeting for the Zoning By-law was held on September 22, 2021 of this year. A site plan application has also now been received. The zoning amendment application C14-21 has been reviewed and if it is approved at this meeting, a site plan agreement can be considered.

Staff Comments: The Site Plan and Site Plan Agreement addresses a number of issues to mitigate potential conflicts with neighbouring land uses. The agreement attempts to mitigate concerns raised by similar rural uses and it includes the following:

1. Requiring landscaping and screening to blend it in with the surrounding area. The screening trees are to be a minimum 1.5m in height and coniferous in order to provide screening of the outdoor storage areas and to blend the building in with the landscape.
2. Ensuring that in the event of a complaint all doors and windows will remain closed during operation.
3. Applying dust control measures at the Townships discretion.
4. Requiring a commercial entrance.
5. Requiring a water reservoir be installed should the Township fire department deem it necessary in future.

The closest neighbouring residence is over 150m away to the East on the adjacent farm parcel. 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 2021-183 authorizing the Site Plan Agreement.

Respectfully Submitted,

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



CAO Approval: Original Signed By
Dave Milliner, CAO

Attachments: None.

The Corporation of the Township of Southgate
By-law Number 2021-183

Being a by-law to authorize the execution of a Site Plan Control Agreement

Whereas Section 41 of the Planning Act, RSO 1990, Chapter P.13 as amended authorizes municipalities to designate areas of Site Plan Control, and to subsequently enter into agreements with respect to the conditions of development or redevelopment of lands in areas of Site Plan Control; and

Whereas all of the lands within the Township are designated as a Site Plan Control Area pursuant to the provisions of Section 41 of the Planning Act and By-law 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:

1. **That** a Site Plan Agreement between Edwin Joseph Martin and the Township of Southgate for the development of the lands described as Con 2, Pt Lot 16, Parts 8 to 12 of RP 16R11512 Proton, Township of Southgate is authorized. Such agreement being attached hereto as Schedule "A" and which forms a part of this by-law;
2. **That** the Mayor and Clerk are authorized to sign the Site Plan Agreement on behalf of the Council of the Corporation of the Township of Southgate in substantially the form as that set out in Schedule A;
3. **That** the Clerk is authorized and directed to cause notice of the Site Plan Agreement to be registered on the title to the said lands forthwith after it has been signed by all parties; and
4. **That** this By-law shall come into full force and effect upon the final passing hereof.

Read a first and second time this 15th day of December 2021.

Read a third time and finally passed this 15th 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: Edwin Joseph Martin

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

- and -

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

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

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

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

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

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

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

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

SECTION 1 - LANDS TO BE BOUND

1. The lands to be bound by the terms and conditions of this Agreement (sometimes referred to as "the subject lands"), are located in the geographic Township of Proton, in the TOWNSHIP OF SOUTHGATE, and are more particularly described in Schedule "A".

SECTION II - COMPONENTS OF THE AGREEMENT

1. The text and the following Schedules, which are annexed hereto, constitute the components of this Agreement.

Schedule "A" - Legal Description of the Lands being developed.

Schedule "B" - Site Plan(s)

SECTION III - REGISTRATION OF AGREEMENT

1. This Agreement shall be registered on title to the said lands as provided for by Section 41(10) of the Planning Act, R.S.O., 1990, as amended, at the expense of the OWNERS;
2. The OWNERS agree that all documents required herein shall be submitted in a form suitable to the TOWNSHIP and suitable for registration, as required;
3. The PARTIES agree that this Agreement must be registered against the OWNERS' lands within thirty (30) days of the execution thereof by both parties.

SECTION IV - BUILDING PERMITS

1. The OWNERS agree to not request the Chief Building Official to issue any further building permits to carry out the development until this Agreement has been registered on title to the lands described in Schedule "A" attached hereto and a registered copy of same has been provided to the Township.
2. It is agreed that if the OWNERS fail to apply for any building permit or permits to implement this Agreement within 12 months from the date upon which such building permit would be available, then the TOWNSHIP, at its option has the right to terminate the said Agreement and require that a new Site Plan Agreement be submitted for approval and execution.

SECTION V - PROVISIONS

1. **THIS AGREEMENT** applies to works related to the entire subject lands and includes the exterior of existing buildings, new structures, drainage and servicing and entrance as required. Agricultural and residential uses are not applicable to this Site Plan Agreement in accordance with section 41 of the Planning Act and By-law 47-2007.
2. **THE OWNERS** further covenant and agree to develop the subject lands in accordance with the Site Plan being Schedule "B" attached hereto, and that no work will be performed on the subject lands except in conformity to all provisions of this Agreement.
3. **THE OWNERS** agree to carry out on the lands at the work, and to construct, install and maintain at its expense all of the services, works and facilities stipulated, described by words and numbers, and shown in and upon the following Plans, that is:

(i) Submitted Site Plan Drawings;

which Plan is hereinafter called "the Site Plan." Notwithstanding the generality of the foregoing the requirements under this agreement include all of the notes and printed text contained in and on the Plans making up the Site Plan.

4. **FURTHER DESCRIPTION OF WORK AND LOCATION OF SITE PLAN.** Without limiting the generality of the foregoing, all of the specifications and said requirements contained in the said Site Plan, which is on file at Southgate's Municipal Office, shall be adhered to and satisfied by the Owner to the satisfaction of Southgate.
5. **EXTERIOR FASCIA.** In order to mitigate possible noise impacts of the facility, the owner agrees that the Chief Building Official or By-law Enforcement Officer, may require, if complaints are received, that all doors and windows remain closed during operating hours.
6. **STORM DRAINAGE -- GENERAL.** Notwithstanding the foregoing, the Owner agrees that the storm drainage system on and for the lands shall be designed and constructed to the satisfaction of Southgate at the expense of the Owner.

7. **ENTRANCE.** The entrance to the property is from Southgate Road 04. A Commercial Entrance permit is required at the expense of the owner.
8. **FIRE SUPPRESSION.** The owner agrees to install all necessary servicing and equipment on the property for fire fighting and fire suppression including if required a water reservoir, at the owners expense.
9. **SERVICING.** The owner is responsible for ensuring that a private well and sewage disposal system are in good working order to accommodate the shop and its employees.
10. **LANDSCAPED BUFFERING.** The owner agrees to install a landscaped screening buffer where outdoor storage areas are exercised, installed, or used, in accordance with the Township of Southgate Zoning By-law. This buffer must be maintained for the purposes of providing a visual barrier and be a minimum of 1.5m tall.
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: Edwin Joseph Martin
7194 Road 124
Newton, ON
N0K 1R0

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 2021-183.

SIGNED, SEALED AND DELIVERED	) Edwin Joseph Martin
)
)
)
)
in the presence of:)
)
)
	) Per:_____
_____	) Name: Edwin Joseph Martin
Witness	) Date:_____
)
)
)
)
)
)
)
)
_____)
Witness)
)
)
	) Per:_____
	) John Woodbury, Mayor
)
)
	) Per:_____
	) Lindsey Green, Clerk
)
	) Date:_____
)
	) We have authority to bind the corporation
)
)
)
)
)

**THE CORPORATION OF THE
TOWNSHIP OF SOUTHGATE**

Schedule "A"

THE LAND

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

**Con 2, Pt Lot 16, Parts 8 to 12, Geographic Township of
Proton, Township of Southgate alternatively described as
045540 Southgate Road 04.**

Schedule "B"

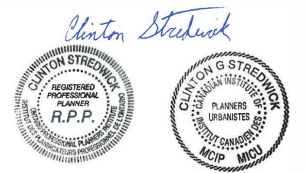
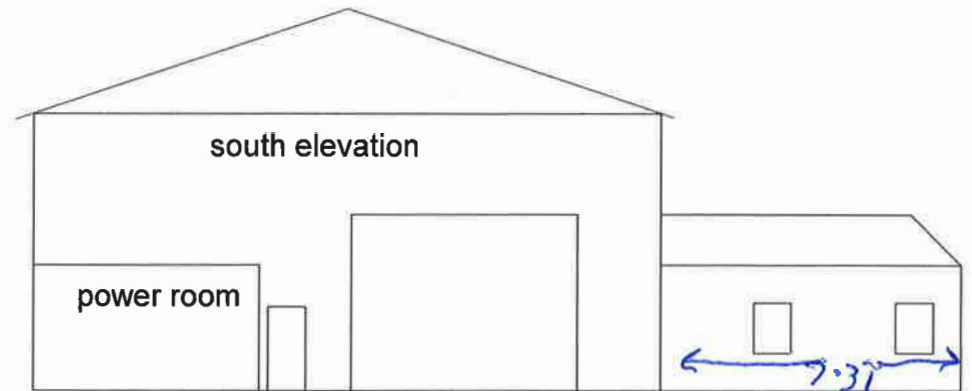
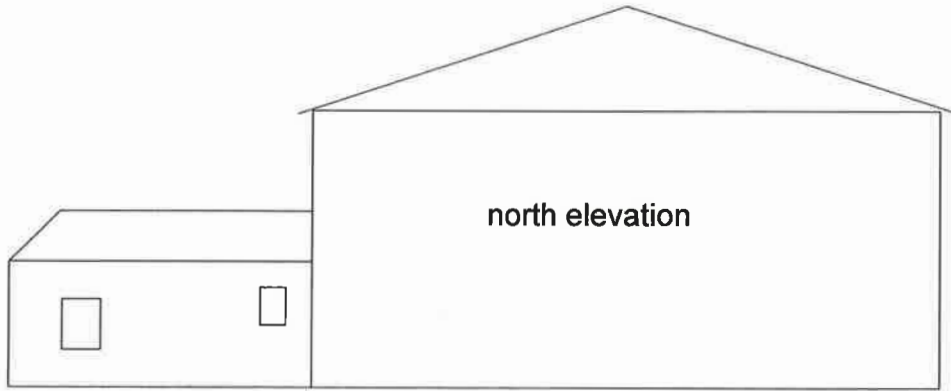
SITE PLANS

Drawing #1. Dated December 15, 2021 and signed by the planner

Drawing #2. Dated December 15, 2021 and signed by the planner

Drawing #3. Dated December 15, 2021 and signed by the planner

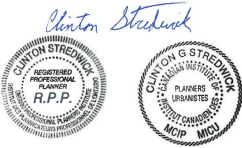
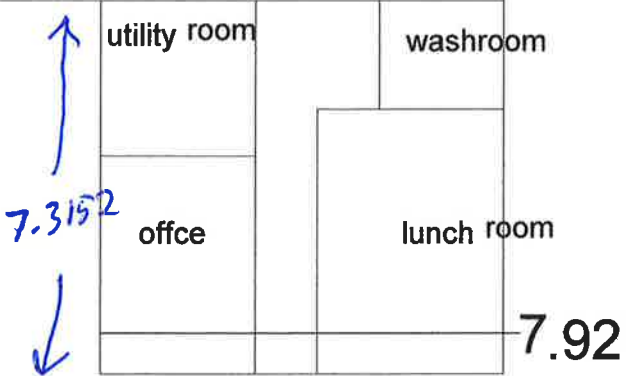
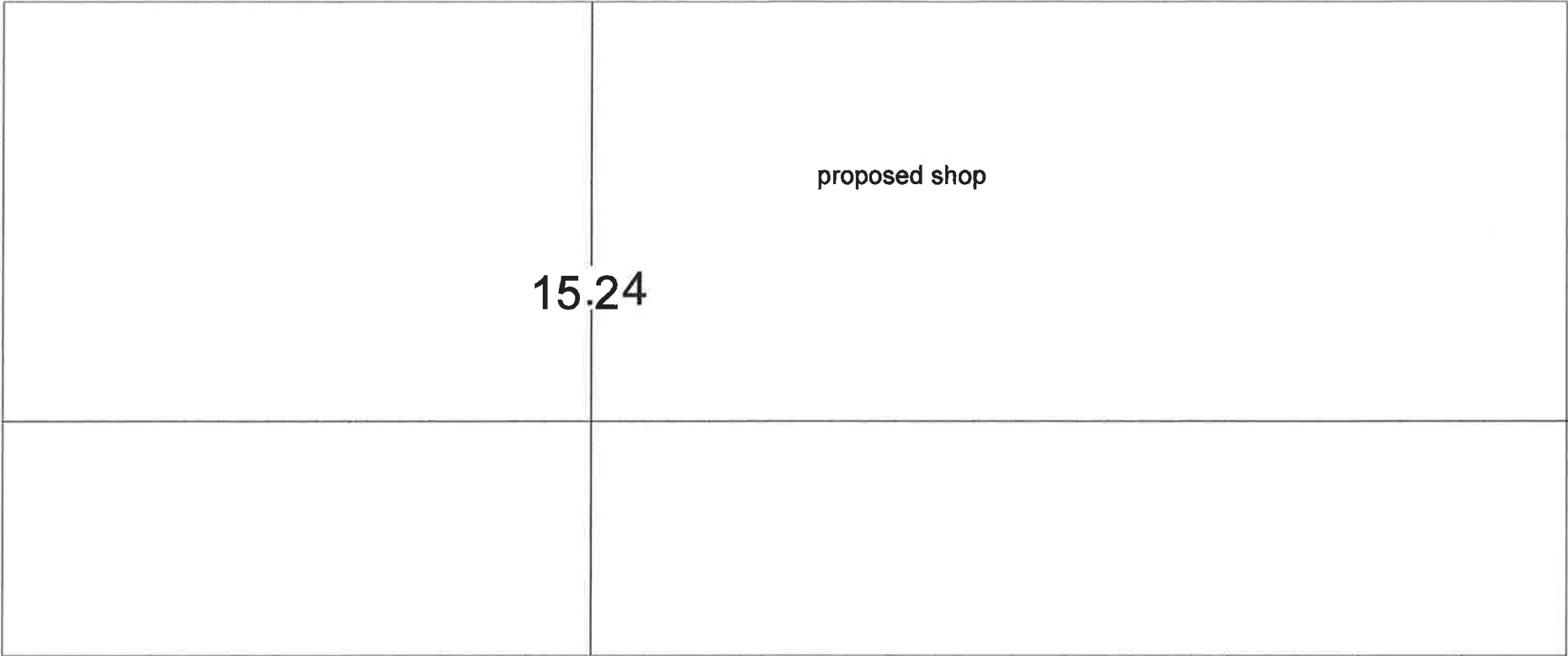
Drawing #4. Dated December 15, 2021 and signed by the planner

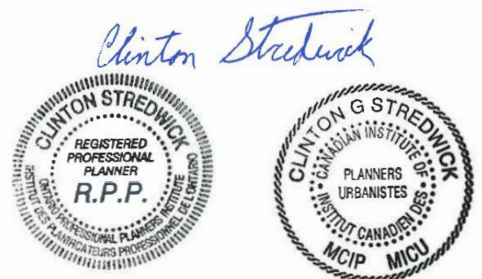
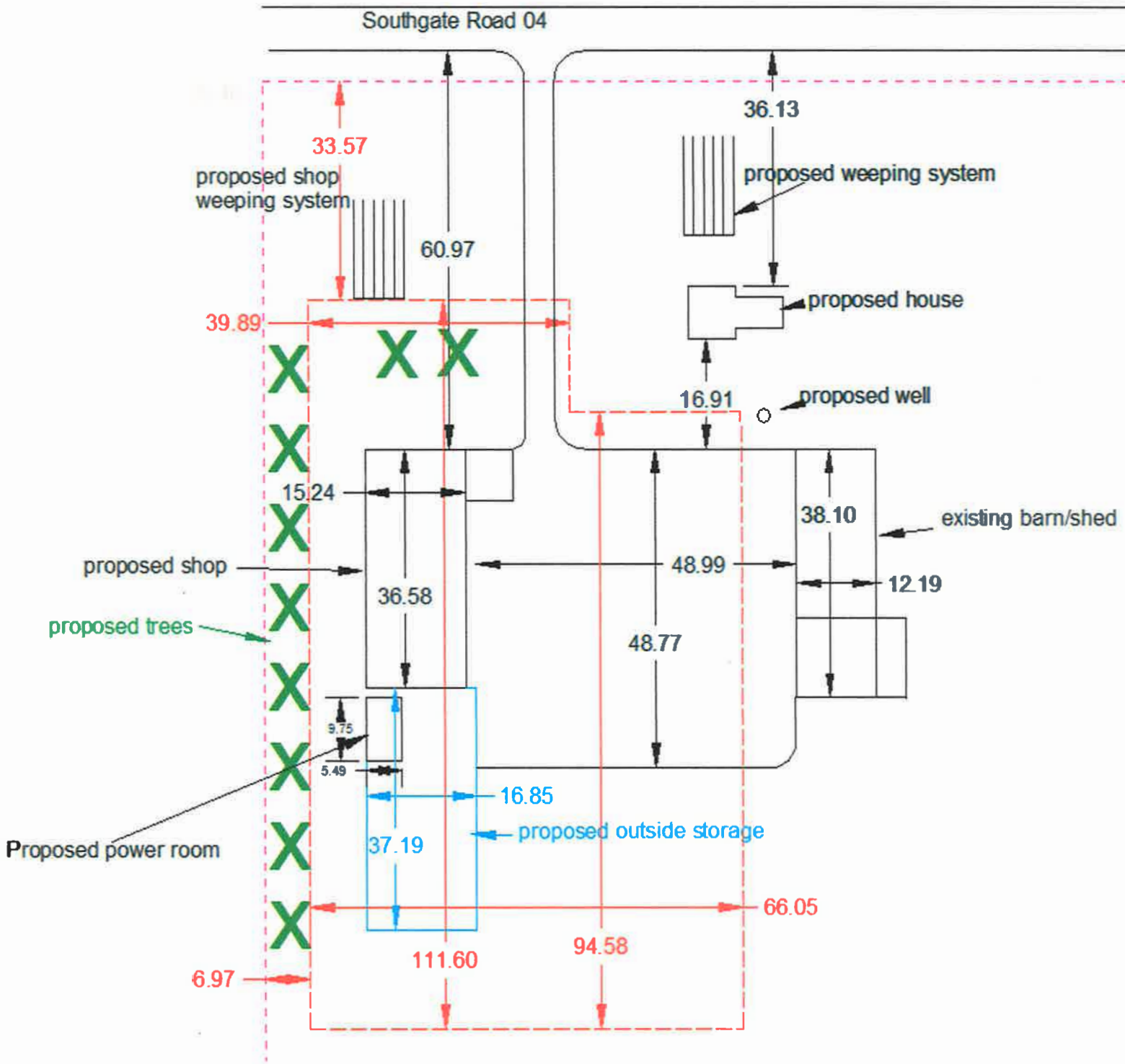


Drawing # 1 Dated December 15, 2021

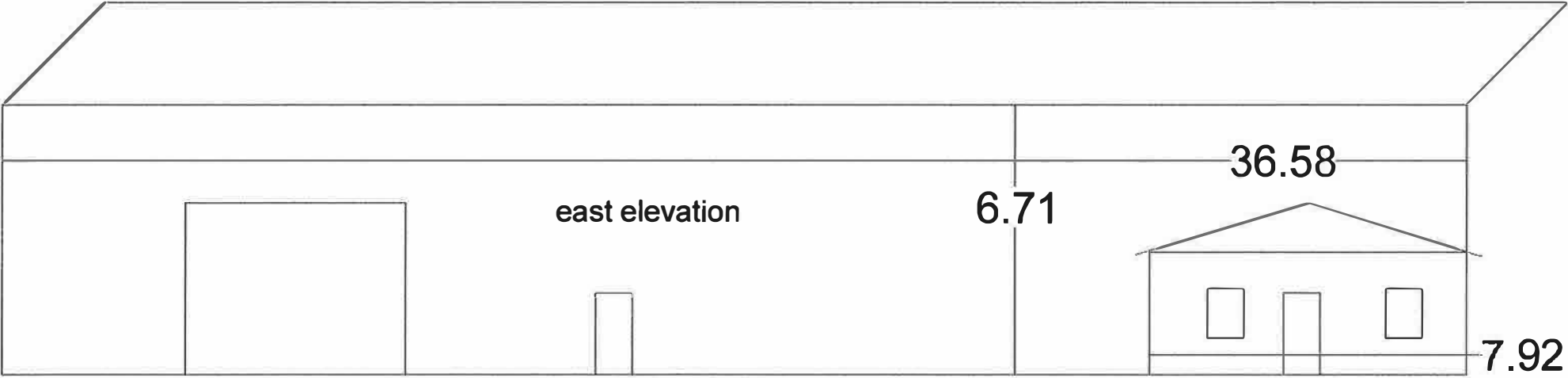
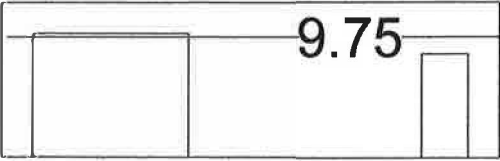
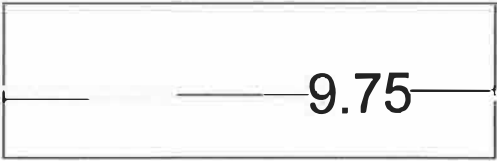
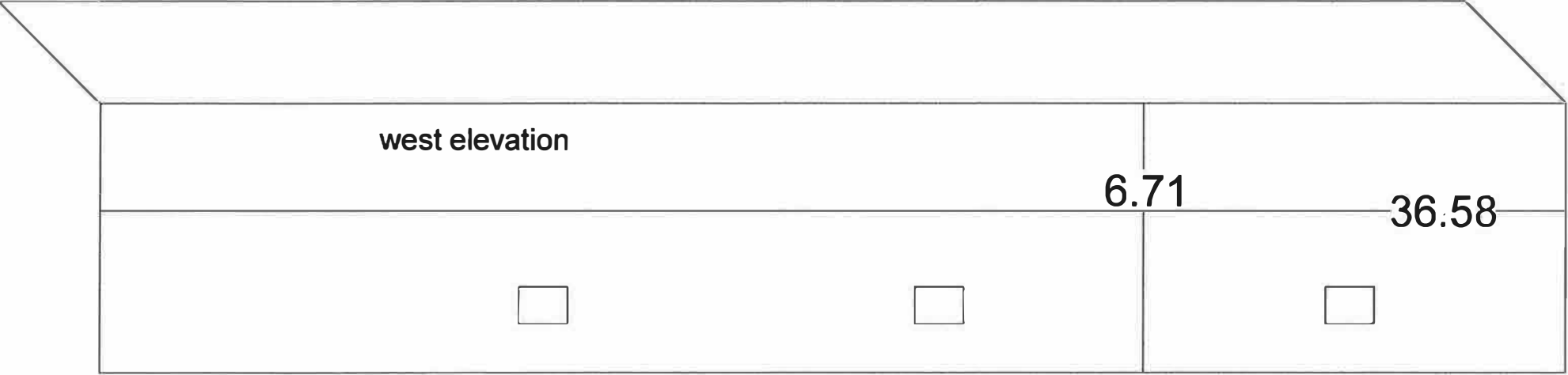
proposed power room

	9.75
5.49	





Drawing # 3 Dated December 15, 2021





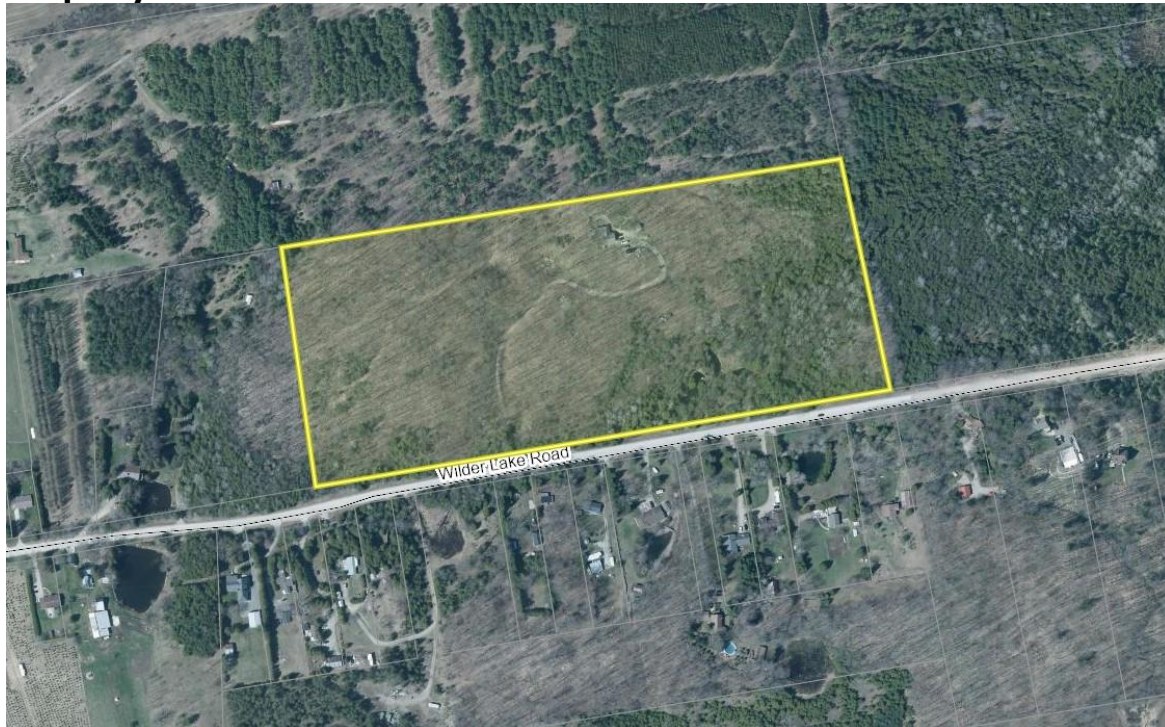
Staff Report PL2021-095

Title of Report: PL2021-095 ZBA C22-21 Sharon and Timothy Roberts
Department: Clerks
Branch: Planning Services
Council Date: December 15, 2021

Recommendation:

Be it resolved that Council receive Staff Report PL2021-095 for information; and
That Council consider approval of By-law 2021-187.

Property Location: 263071 Wilder Lake Road



Subject Lands: The subject lands are known as Con. 1, DIV 3 Lot 3, Geographic Township of Egremont, Township of Southgate. Known municipally as 263071 Wilder Lake Road. They are approx. 23 acres in size.

The Purpose of the proposed zoning bylaw amendment application is to implement three new lots by zoning them as Residential type 5 and amending the zoning standards for the retained lot to recognize a reduced lot area.

The Effect of the proposed zoning by-law amendment would be to change the zoning symbol on the property for the severed parcels from Restricted Agricultural (A2) to Residential Type 5 (R5). The Retained parcel will be zoned from Restricted

Agricultural (A2) to Restricted Agricultural Exception (A2-504) to recognize a reduced lot area. The Environmental Protection Zone Boundary may be adjusted based on Conservation Authority comments.

Background

A consent applications B8-21, B9-21 & B10-21 were approved September 22 of this year and as a condition of consent a Zoning Bylaw amendment is required to recognize a reduced lot area on the retained lands. The zoning amendment is also required to rezone the three severed residential parcels as Residential Type 5 (R5). The consent files B8 to B10 2021 are available at the following link:

<https://www.southgate.ca/en/municipal-services/planning-applications-public-notices.aspx#B8-21-B9-21-B10-21-Sharon-and-Timothy-Roberts-Associated-with-C22-21>

A Public meeting was held virtually on September 22, 2021. Supporting documents and comments posted on the website are available at:

<https://www.southgate.ca/en/municipal-services/planning-applications-public-notices.aspx#C22-21-Sharon-and-Timothy-Roberts-Associated-with-B8-21-B9-21-B10-21>

The Comments received to date on the consent applications are as follows:

Public Works Department indicates that the lots are on a rural asphalt road. The lot entrances will have to cut into the hill and may require more sloping or retainment of banks. Wilder Lake Road is a 50km/hr road at this section.

SVCA finds the consents acceptable to SVCA staff.

The County recommends that detailed comments be received from the SVCA and that a decision be deferred until such time that an Environmental Impact Study could be completed.

The County requests notice of any decision rendered with respect to this application.

Comments have been received from members of the public.

Aly Livingstone has the following questions/ concerns. The properties are located up hill - how will excavation of new lots affect the erosion and run off onto our property?

What will be the effects to the water table? We are on a private well and have concerns in that regard.

We have noticed some markings on the road and flagging inside the forest that we both share. We have concerns that some of the red tags are on trees that grow on our property. Can you provide an image of your proposed lots that includes our lots as well?

James Martin also has concerns regarding drainage and runoff as well as the safety of the road access onto Wilder Lake Road. There is also concern that additional

consents will be applied for in the future to avoid the comprehensive plan of subdivision approach.

John Woon has concerns that the property owner will come back and ask for three more consents and skirt around the plan of subdivision process.

Staff Comments:

Staff agree with the concerns regarding safe ingress and egress as well as stormwater management and drainage concerns expressed by neighbours. As a result, a condition has been included to require a detailed grading and drainage plan that addresses these issues. Further severances will not be supported without a plan of subdivision process being undertaken.

Financial Implications:

Staff Review

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

The Provincial Policy Statement 2020 (PPS)

All applications must be reviewed against Provincial, County and Township policy and all applications must be consistent with those policies. The lands are considered to be within a rural settlement area within the PPS and the Official Plan.

Note that while all policies in the PPS and Official Plans were reviewed only the most relevant, being the consent policy, is discussed below.

Section 1.1.3 addresses policies toward settlement area, both urban and rural. The first policy indicates that *Settlement areas* shall be the focus of growth and development. This policy clearly directs growth of this nature away from the rural areas toward settlement areas such as Varney.

The PPS also encourages growth that is appropriate for the servicing level and that is adjacent to existing development. The proposal would meet this test as it is directly across from existing strip development that is within the settlement area. The one acre lot sizes also help support the long term provision of private waste water and well water for the three lots.

An EIS was prepared for the proposal and has been reviewed by the Conservation Authority and has been found to be acceptable.

The proposed consents conforms to the Provincial Policy Statements.

The County of Grey has already commented on conformity with the County official Plan and with the provision of a satisfactory EIS, it would appear that the proposal conforms to the County Official Plan.

The Township Official Plan designates the subject lands as Village Community within the Township Official Plan. The Township anticipates limited growth in these areas during the life of the Official Plan.

The proposed residential lots are a permitted use. Section 5.3.2 requires that the maximum density within the settlement area shall be 1 unit per acre. The proposed consents are each one acre in size and would meet this policy.

An EIS has been prepared and reviewed by the SVCA. The EIS has determined that the proposal can be accommodated in the location proposed

The proposal is consistent with the Township Official Plan.

Zoning

The subject lands are currently zoned Restricted Agricultural (A2) and Environmental Protection (EP). The lands to be severed will be rezoned to a Residential type 5 (R5) which is our rural community zone. The Environmental Protection Lands will remain the same unless altered by the Conservation Authority. The retained parcel will be rezoned to recognise a reduced lot area of approximately 19 acres.

The Township has no issues with the requested zoning amendments to implement the consents. The lots sizes meet the intent of the zoning by-law provisions and the retained lot is sufficiently sized to meet its servicing needs.

Site Inspection: A site visit was not conducted for this application.

Conclusions: The application is consistent with the Provincial Policy Statement, County of Grey Official Plan and Township official Plan. Staff are supportive of the proposal and recommend the application be approved.

Respectfully Submitted,

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



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

Attachments:

1. Attachment 1 - PL2021-080
2. Attachment 2 - Consent Sketch for B8 to B10-21



Staff Report PL2021-080

Title of Report: PL2021-080 -B8-21, B9-21, and B10-21 - Sharon Roberts
Department: Clerks
Branch: Planning Services
Committee Date: September 22, 2021

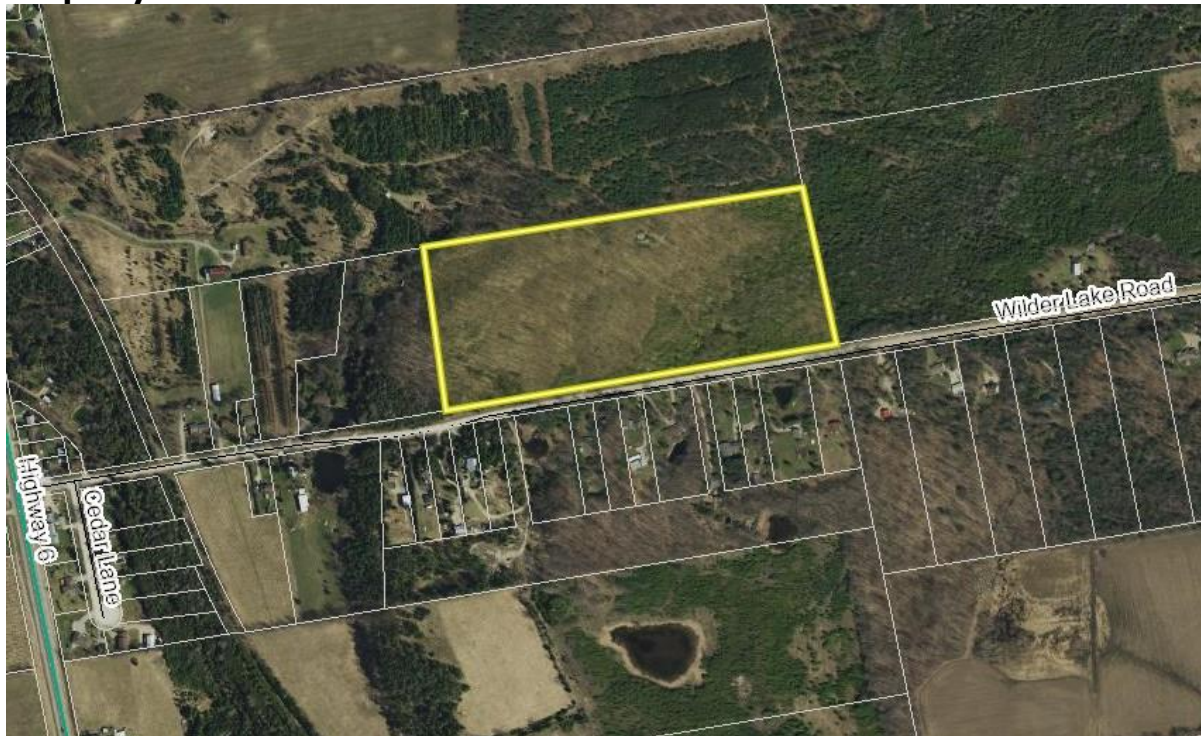
Recommendation:

Be it resolved that the Committee of Adjustment receive Staff Report PL2021-080 for information; and

That the severance be approved with the following conditions:

- 1. That** a 3m road widening be provided to the Township.
- 2. That** a survey be provided; and
- 3. That** an Engineered Grading and Drainage plan be provided to address stormwater management and ingress and egress concerns that is satisfactory to the Township public works department and the Chief Building Official.
- 4. That** all outstanding taxes, fees, and charges are paid, if any.

Property Location: 263071 Wilder Lake Road



The property is legally described as Con 1 EPT DIV 3 Lot 3, Geographic Township of Egremont. The lands are further described as 263071 Wilder Lake Road. It is

approximately 9.3ha (23 acres) with approximately 480m of Frontage on Wilder Lake Road.

The Proposal:

The proposal is to sever three 0.4ha (1 acre) lots from the 9.3ha (23 acre) parcel. The lots will have 44.19m (145ft) of frontage on Wilder Lake Road and have a depth of 91.7m (301ft).

Background:

The consent files B8-21, B9-21 and B10-216-21 can be viewed at the following link:

<https://www.southgate.ca/en/municipal-services/planning-applications-public-notice.aspx#B8-21-B9-21-B10-21-Sharon-and-Timothy-Roberts-Associated-with-C22-21>

The Comments received to date on the consent applications are as follows:

Bell Canada has no concerns

Enbridge has service lines running within the area which may or may not be affected by the proposed severance. Should the proposed severance impact these services it may be necessary to relocate the line according to the new property boundaries at the owner's expense.

Public Works Department indicates that the lots are on a rural asphalt road. The lot entrances will have to cut into the hill and may require more sloping or retainment of banks. Wilder Lake Road is a 50km/hr road at this section.

SVCA finds the consents acceptable to SVCA staff.

Hydro one has no concerns

The County recommends that detailed comments be received from the SVCA and that a decision be deferred until such time that an Environmental Impact Study could be completed.

The County requests notice of any decision rendered with respect to this application.

Comments have been received from members of the public.

Aly Livingston has the following questions/ concerns. The properties are located up hill - how will excavation of new lots affect the erosion and run off onto our property?

What will be the effects to the water table? We are on a private well and have concerns in that regard.

We have noticed some markings on the road and flagging inside the forest that we both share. We have concerns that some of the red tags are on trees that grow on our property. Can you provide an image of your proposed lots that includes our lots as well?

James Martin also has concerns regarding drainage and runoff as well as the safety of the road access onto Wilder Lake Road. There is also concern that additional consents will be applied for in the future to avoid the comprehensive plan of subdivision approach.

Staff comments:

Staff agree with the concerns regarding safe ingress and egress as well as stormwater management and drainage concerns expressed by neighbours. As a result, a condition has been included to require a detailed grading and drainage plan that addresses these issues. Further severances will not be supported without a plan of subdivision process being undertaken.

Policy Review:

All applications must be reviewed against Provincial, County and Township policy and all applications must be consistent with those policies. The lands are considered to be within a rural settlement area within the PPS and the Official Plan.

Note that while all policies in the PPS and Official Plans were reviewed only the most relevant, being the consent policy, is discussed below.

Section 1.1.3 addresses policies toward settlement area, both urban and rural. The first policy indicates that *Settlement areas* shall be the focus of growth and development. This policy clearly directs growth of this nature away from the rural areas toward settlement areas such as Varney.

The PPS also encourages growth that is appropriate for the servicing level and that is adjacent to existing development. The proposal would meet this test as it is directly across from existing strip development that is within the settlement area. The one acre lot sizes also help support the long term provision of private waste water and well water for the three lots.

An EIS was prepared for the proposal and has been reviewed by the Conservation Authority and has been found to be acceptable.

The proposed consents conform to the Provincial Policy Statements.

The County of Grey has already commented on conformity with the County official Plan and with the provision of a satisfactory EIS, it would appear that the proposal conforms to the County Official Plan.

The Township Official Plan designates the subject lands as Village Community within the Township Official Plan. The Township anticipates limited growth in these areas during the life of the Official Plan.

The proposed residential lots are a permitted use. Section 5.3.2 requires that the maximum density within the settlement area shall be 1 unit per acre. The proposed consents are each one acre in size and would meet this policy.

An EIS has been prepared and reviewed by the SVCA. The EIS has determined that the proposal can be accommodated in the location proposed.

The proposal is consistent with the Township Official Plan

Zoning

The subject lands are currently zoned Restricted Agricultural (A2) and Environmental Protection (EP). The lands to be severed will be rezoned to a Residential type 5 (R5) which is our rural community zone. The Environmental Protection Lands will remain the same unless altered by the Conservation Authority. There is a zoning application (C22-21) currently submitted for these lots to implement the consents. The zoning application has not been approved yet and is scheduled for a public meeting Sept 22 at 1pm.

The Township has no issues with the requested zoning amendments to implement the consents. The lots sizes meet the intent of the zoning by-law provisions and the retained lot is sufficiently sized continue.

Financial Implications:

There are no financial implications to this proposal.

Concluding Comments:

Based on the above, comments received it is recommended that the consents be approved with conditions provided no negative comments are received at the hearing.

Respectfully Submitted,

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

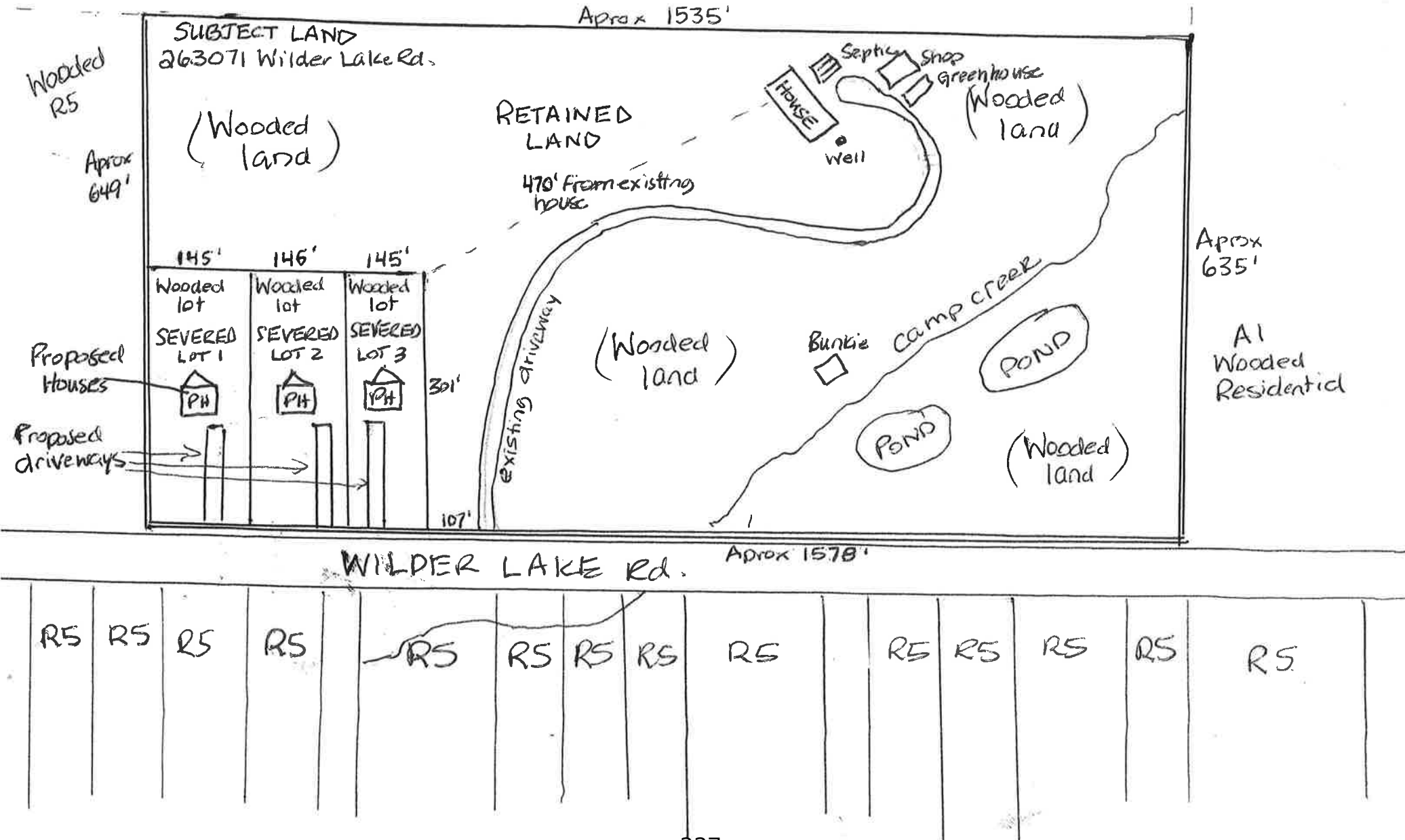


CAO Approval: Original Signed By
Dave Milliner, CAO

Attachments:

1. Consent Sketch showing proposed lots.

Wooded/Residential A2



The Corporation of the Township of Southgate
By-law Number 2021-187

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

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

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

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

1. **That** Schedule "1" to Zoning By-law No. 19-2002 is hereby amended by changing the zone symbols on a portion of the lands described as CON 1 EPT DIV 3 Lot 3, geographic Township of Egremont, in the Township of Southgate and shown on Schedule "A", affixed hereto, from:

- **Restricted Agricultural (A2) to Restricted Agricultural Exception (A2-504) and Residential Type 5 (R5)**

2. **That** Section 33 to By-law No. 19-2002 is hereby amended by adding section 33.504 with the following:

"33-504 Con 1, EPT DIV 3 Lot 3 (Egremont)	A2-504 Notwithstanding the provisions of Sections 6.0 and 7.0 or any other provisions to the contrary, the land zoned A2-504 and shown on Schedule 1, shall be subject to the following provisions. a) Minimum lot area 7.689ha (19 acres)
--	--

3. **That** Schedule "A" and all other notations thereon are hereby declared to form part of this by-law; and
4. **That** this by-law shall come into force and take effect upon being passed by Council subject to any approval necessary pursuant to the Planning Act R.S.O. 1990, as amended.

Read a first, second, and third time and finally passed this 15th day of December 2021.

John Woodbury – Mayor

Lindsey Green – Clerk

Explanatory Note

This by-law applies only to those lands described as CON 1 EPT DIV 3 Lot 3 Geographic Township of Egremont, in the Township of Southgate. The zoning by-law amendment is to implement a condition of consent and zone the severed lots from Restricted Agriculture to a Residential Type 5 (R5) zone. The amendment also rezones the retained lands to recognize a reduce lot area of 19 acre.

The Effect of the zoning by-law amendment is to change the zoning symbol on a portion of the property from Restricted Agricultural (A2) to Restricted Agricultural Exception (A2-504) for the retained lot and Residential Type 5 (R5) for the three severed lots.

The Township of Southgate Official Plan designates the subject lands Village Community, and Hazard lands.

Lindsey Green, Clerk

RATING BY-LAW

Tile Drainage Act, R.S.O. 1990, c. T.8, s.8

THE CORPORATION OF THE
Township of Southgate

BY-LAW NUMBER 2021-100

A by-law imposing special annual drainage rates upon land in
respect of which money is borrowed under the *Tile Drainage Act*.

WHEREAS owners of land in the municipality have applied to the council under the *Tile Drainage Act* for loans for the purpose of constructing subsurface drainage works on such land;

AND WHEREAS the council has, upon their application, lent the owners the total sum of
\$50,000.00 to be repaid with interest by means of rates hereinafter imposed;

The council, pursuant to the *Tile Drainage Act*, enacts as follows:

1. That annual rates as set out in the Schedule 'A' attached hereto are hereby imposed upon such land as described for a period of ten years, such rates shall have priority lien status, and shall be levied and collected in the same manner as taxes.

First Reading 2021-Dec-15
yyyy/mm/dd

Second Reading 2021-Dec-15
yyyy/mm/dd

Provisionally adopted this 15 day of December, 2021

John Woodbury

Name of Head of Council

Signature

Lindsey Green

Name of Clerk

Signature

Third Reading 2021-Dec-15

Enacted this 15 day of December, 2021

John Woodbury

Name of Head of Council

Signature

Corporate Seal

Lindsey Green

Name of Clerk

Signature

I, Lindsey Green, clerk of the Corporation of the Township
of Southgate certify that the above by-law was
duly passed by the council of the Corporation and is a true copy thereof.

Corporate Seal

Lindsey Green

Name of Clerk

Signature

The Corporation of the Township of Southgate

By-law Number 2021-181

being a by-law to amend by-law number 2017-129, being a by-law to regulate Election Signs in the Township of Southgate

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

Whereas the Municipal Act, S.O. 2001, Chapter 25, as amended, Section 11(3) provides that councils of lower tier municipalities may pass by laws to respecting structures including fences and signs; and

Whereas the Municipal Act, S.O. 2001, Chapter 25, as amended, Section 99 authorizes a municipality to pass by laws regulating advertising devices; and

Whereas the Municipal Act, S.O. 2001, Chapter 25, as amended, Section 11(8) provides that a municipality has the power to pass a by law respecting highways,

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

1. **That** Section 2.2 b) of By-law 2017-129 be replaced with the following:

b) 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; and
2. **That** Section 2.2 d) v.) of By-law 2017-129 be replaced with the following:

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); and
3. **That** this by-law shall come into force and take effect upon the final date of passing.

Read a first, second and third time and finally passed this 15th day of December, 2021.

John Woodbury – Mayor

Lindsey Green - Clerk

The Corporation of the Township of Southgate

By-law Number 2021-182

**being a by-law to authorize an agreement between Kids and Us Community
Childcare and Family Education Centres and The Corporation of the
Township of Southgate**

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

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

Whereas it is deemed necessary and desirable that the Council of the Corporation of the Township of Southgate enact a by-law authorizing the Corporation to enter into a lease agreement with Kids and Us Community Childcare and Family Education Centres,

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

1. **That** the Lease Agreement between Kids and Us Community Childcare and Family Education Centres and The Corporation of the Township of Southgate attached hereto as Schedule "A" (the "Agreement"), is hereby ratified and confirmed; and
2. **That** the Mayor and Clerk are hereby authorized and directed to sign the Agreement, in substantially the same form as the agreement attached hereto as Schedule "A", on behalf of the Corporation of the Township of Southgate and all other documents as may be necessary to give effect thereto; and
3. **That** this lease agreement come into effect on January 1, 2022; and
4. **That** where the provisions of any other by-law, resolution or action of Council are inconsistent with the provisions of this by-law, the provisions of this by-law shall prevail.

**Read a first, second and third time and finally passed this 15th day of
December, 2021.**

John Woodbury – Mayor

Lindsey Green - Clerk

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 (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:

1. 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.
9. The term of this agreement for a period of five (5) years commencing January 1st, 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 N0C 1H0
Contact Person: Michelle Knott
Phone #: 519-986-3692
Email: mknott@kidsandus.ca

For the TOWNSHIP: Township of Southgate
185667 Grey Road #9 – RR #1
Dundalk, ON N0C 1B0
Contact: Dave Milliner
Phone #: 519-923-2110
Email: dmilliner@southgate.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.

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: Nov 30/21

Per: [Signature]
Michelle Knott,
Executive Director

Dated: Nov. 30, 2021

Per: [Signature]
Denise Blain,
Financial Officer,
We have authority to bind the
Corporation.

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

Dated: _____

Per: _____
John Woodbury - Mayor

Per: _____
Lindsey Green - Clerk
We have authority to bind the Corporation



Staff Report CL2021-041

Title of Report: CL2021-041- Government of Ontario Announcement re New Progressive Jackpot Raffle Offering and a new Social Gaming Licence

Department: Clerks

Branch: Legislative and Council Services

Council Date: December 15, 2021

Recommendation:

Be it resolved that Council receive Staff Report CL2021-041 for information.

Background:

The Alcohol and Gaming Commission of Ontario (AGCO) is an Ontario provincial regulatory agency reporting to the Ministry of the Attorney General (MAG). One of the AGCO's key activities is working in partnership with municipalities and First Nations licensing authorities to administer the regulatory framework governing the issuance of charity lottery licences.

The AGCO is responsible for administering the charitable lottery licensing program in the province. Municipalities and the AGCO are responsible for issuing lottery licences to eligible charitable and religious organizations.

To be eligible for a lottery licence, an applicant must qualify either as an eligible charitable organization or as a non-profit organization with charitable objects or purposes.

Staff Comments:

Prior to new announcements made by the Government of Ontario, it was difficult for community organizations who did not qualify as an eligible charitable organization to apply for and receive a lottery licence for fundraising purposes.

On December 2, 2021, the Government of Ontario announced (Attachment #1) that they will be offering two new gaming opportunities to help support community initiatives.

1. New Charitable Lottery Opportunity:

A Progressive Jackpot Raffle opportunity under the existing Blanket Raffle Licence issued by municipalities and First Nations with an Order in Council (OIC).

- Expands the existing "blanket raffle" licence application to include a Progressive Jackpot ("Loonie-Toonie") raffle using the existing blanket raffle licence application;
- Allows Legion Halls and other service clubs to run raffle draws and is limited to these groups only;

- Low stakes raffle (maximum prize \$2500)

2. New Social Gaming Opportunity:

A new Social Gaming Licence issued exclusively by the AGCO

- Widely available to community groups, seniors' groups, social and service clubs that host casual social gaming events in public places;
- All proceeds from these games are paid out in prizes, minus a nominal fee for the organizer to cover expenses to run the event. Social gaming is the primary purpose of this licence not fundraising for a charitable purpose;
- This licence is not meant as a source of revenue or fundraising. Cash prizes must not exceed \$500 per calendar day;
- The Social Gaming Licence allows people to organize casual games (e,g, cribbage, bridge, euchre);
- The Social Gaming Licence will be issued by the AGCO via an iAGCO online application.

Staff encourage service clubs and other community groups throughout Southgate to utilize the new progressive jackpot raffle opportunity for fundraising purposes for future community events.

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 this staff report update as information.

Respectfully Submitted,

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

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

Attachment 1: Governemnt of Ontario Announcment re: new progressive jackpot raffle and new social gaming licence offering

From: [Municipal](#)
To: [Lindsey Green](#)
Subject: Government of Ontario Announces a New Progressive Jackpot Raffle Offering and a new Social Gaming Licence
Date: December 2, 2021 2:11:56 PM



**Alcohol and Gaming
Commission of Ontario**
90 Sheppard Avenue East
Suite 200
Toronto ON M2N 0A4

December 2, 2021

Government of Ontario Announces a New Progressive Jackpot Raffle Offering and a new Social Gaming Licence

As part of the Ontario government's efforts to support community initiatives, two new gaming opportunities are being introduced:

- A new Social Gaming Licence issued exclusively by the AGCO (Licence application available December 2, 2021).
- A Progressive Jackpot Raffle opportunity under the Blanket Raffle Licence issued by municipalities and First Nations with an Order in Council (OIC).

Details about these new initiatives are outlined in the following December 2, 2021 AGCO Information Bulletins and attached Question and Answer resource document

- [Information Bulletin: Government of Ontario Announces Progressive Jackpot Raffle Opportunity for Legions and other Service Clubs](#)
- [Information Bulletin: Government of Ontario Announces a New Social Gaming Licence for Casual Game Play](#)

Please consider sending the bulletins above to your colleagues and/or the service clubs you licence.

While there are some similarities, there are several important distinctions between these two initiatives. **Most importantly, the progressive jackpot raffle is a charitable fundraising opportunity, whereas the social gaming licence primary purpose is social gaming.** Please see the chart below for a summary of the differences.

Topic	Progressive Jackpot Raffle	Social Gaming Licence

What is it?	A new kind of progressive raffle (sometimes called “loonie-toonie”)	A new licence for a wide variety of social, small stakes, commonly played games (e.g. cribbage, bridge, bingo)
Licensing Authority	Issued by municipalities and First Nations with an OIC	Issued exclusively by the AGCO
Availability	Applicants may start to contact their municipal licensing office or First Nations with and OIC for information about application requirements and the process for approvals.	Available in iAGCO as of December 2, 2021
Application	Uses existing Blanket Raffle Licence application or amendments to existing Blanket Raffle Licences	Uses a new online application process in iAGCO.
Eligibility	Available to eligible service clubs only (as defined by the LLPM section 2.7.4(f)(i) and determined by the licensing authority)	Available to service clubs, individuals, charities or other organizations seeking to host casual social gaming events. * This licence is not intended for private homes or liquor licensed establishments except Legions and service clubs
Fees	Up to 3% licensing fee as per the Blanket Raffle Licence	No fee applies. This licence is free.
Charitable Purpose	Fundraising opportunity (50% of proceeds up to a maximum of \$50K prize board per licence)	NOT a fundraising opportunity for applicants
Expenses	Allowable expenses as established in LLPM	Up to \$50 per day can be allocated for event costs only
Prizes	Progressive raffle (must-go at \$2500)	Single day gaming limit is \$500
Ticket Limits	Per ticket price limit is \$1 for daily or \$2 for weekly draw	Bet limit is \$2 per person
Compliance Documents	Existing Terms & Conditions and Lottery Report Form for blanket raffle licence apply with some modifications	New Terms and Conditions published

Please note that these activities are subject to provincial public health restrictions under

the Reopening Ontario Act, including gathering limits, as well as any additional local public restrictions implemented by municipalities and/or Medical Officers of Health.

For more information:

- See the Attached [Progressive Jackpot Raffle Q&A](#) Document
- See the Attached [Social Gaming Licence Q&A](#) Document
- See [Social Gaming Licence Terms and Conditions](#)
- See the December 2, 2021 Ontario Government [News Release](#) on these announcements
- Submit your questions online at www.agco.ca/iAGCO. You do not need an iAGCO account to do so.
- Email AGCO at municipal@agco.ca
- Call AGCO Customer Service at 416-326-8700 or toll-free in Ontario at 1-800-522-2876 Monday to Friday from 8:30 a.m. to 5 p.m. ET



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Staff Report FIN2021-040

Title of Report: **FIN2021-040 Water and Wastewater Billings**

Department: **Finance**

Council Date: December 15, 2021

Recommendation:

Be it resolved that Council receive Staff Report FIN2021-040 Water and Wastewater Billings as information.

Background:

On August 4, 2021, Council received BDO LLP 2020 Financial Statements presentation and final report as information. In the Internal Control Matters section it was noted that for parts of the year the water and wastewater rates used did not agree to the 2020 rates approved by Council. Customers received some bills that utilized the 2019 rates.

Staff Comments:

During the 2020 audit, staff estimated that the amount that was underbilled was \$8,923.22. 2020 commercial billings were issued using the 2019 volumetric charge for the entire year, and using the 2019 base rate charge for the first six months. 2020 residential billings were issued using the 2019 volumetric charge for 10 months. 2020 residential billings did use the correct 2020 base rate charge for the entire year.

In October 2021, staff issued an additional billings to commercial customers to correct for the 2020

Financial Implications:

2020 Water/Wastewater billings were estimated to be understated by \$8,923.22 (\$2,918.51 residential and \$6,004.71 commercial. The water volumetric charge was understated by \$0.01 per cubic meter, and the wastewater volumetric charge was understated by \$0.02 per cubic meter, and the base charge for commercial customers only was understated between \$4.34 and \$34.70 per month.

Staff has now issued invoices to 58 commercial customers for a total of \$7,875.39. In preparing the bills, it was discovered that the original estimate was understated by \$1,870.68 mainly due to the exclusion of one charge code that has 5 customers. The average amount of each special bill was:

		# of Customers		Average / customer
Under \$50		5	\$ 46.75	\$ 9.35
Between \$50 and \$100		38	\$ 2,490.09	\$ 65.53
Between \$100 and \$200		5	\$ 842.13	\$ 168.43
Between \$200 and \$500		5	\$ 1,645.83	\$ 329.17
Over \$500		5	\$ 2,850.59	\$ 570.12
		58	\$ 7,875.39	
2020 Year end estimate		58	\$ 6,004.71	
Amount estimate understated		-	\$ 1,870.68	

The residential customers were underbilled \$2,918.51, which is an average \$2.88 per customer. Staff have not issued a special billing to residential customers as the administrative cost and effort, along with the cost of postage and paper would offset the additional revenue.

	Connections	Underbilled	\$/Connection
Water	1048	\$ 1,008.31	\$ 0.96
Wastewater	997	\$ 1,910.20	\$ 1.92
		\$ 2,918.51	\$ 2.88

Communications & Community Action Plan Impact:

This report has been written and presented to Council in accordance with the Southgate Community Action Plan:

Mission Statement Pillars

- Trusted Government
- Economic Prosperity.

Themes:

- Municipal Services
- Public Communications

Core Values:

- Integrity
- Stewardship

Concluding Comments:

In 2020, some water and wastewater invoices were issued using 2019 rates rather than 2020 rates. 2020 Water/Wastewater billings were estimated to be understated by \$8,923.22 (\$2,918.51 residential and \$6,004.71 commercial. Special billings have now been issued to commercial customers for \$7,875.39. No special billing was issued to residential customers for the remaining \$2,918.51, which is approximately \$2.88 per customer, since the administrative cost and effort, along with the cost of postage and paper would offset the additional revenue.

Respectfully Submitted,

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

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

Attachment:
None



Staff Report FIN2021-045

Title of Report: **FIN2021-045 Financial Report – November 2021**

Department: **Finance**

Council Date: December 15, 2021

Recommendation:

Be it resolved that Council receive Staff Report FIN2021-045 Financial Report – November 2021 as information.

Background:

Municipal Act, 2001 s. 290(1) requires a municipality shall:

“prepare and adopt a budget including estimates of all sums required during the year for the purposes of the municipality, including, amounts sufficient to pay all debts of the municipality falling due within the year”.

On July 8, 2020, Council passed By-law 2020-072 which set the water and wastewater rate structure for 2021 to 2026 which lowered the fixed rate charge and increased the variable rate charge.

On February 3, 2021, Council received Staff Report FIN2020-006 2021 Budget and approved a 2021 Budget which had a requirement from taxation of \$7,990,311, which was estimated to have a blended tax rate increase of 1.5%, based on assumed County and Education tax rate impacts.

On May 19, 2021, Council received Staff Report FIN2021-013 Financial Report – March 2021 which contained a financial report for the 3 months ended March 31, 2021.

On June 2, 2021, Council received Staff Report FIN2021-017 Financial Report – April 2021 which contained a financial report for the 4 months ended April 30, 2021.

On June 16, 2021, Council received Staff Report FIN2021-021 Financial Report – May 2021 which contained a financial report for the 5 months ended May 31, 2021.

On August 4, 2021, Council received Staff Report FIN2021-026 Financial Report – June 2021 which contained a financial report for the 6 months ended June 30, 2021.

On September 1, 2021, Council received Staff Report FIN2021-027 Financial Report – July 2021 which contained a financial report for the 7 months ended July 30, 2021.

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

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

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

On November 17, 2021, Council received Staff Report FIN2021-036 Financial Report – October 2021 which contained a financial report for the 10 months ended October 31, 2021.

Staff Comments:

Staff has prepared a financial report for the 11 months ended November 30, 2021. Explanations of the more significant variances is provided in Attachment 1.

Financial Implications:

For the 11 months ended November 30, 2021, the tax-supported department surplus is \$682,200.52 (lower than the prior year due to more accurate timing of expenses in the 2021 Budget and the 2020 shut down due to COVID) and the non-tax department deficit is \$31,215.58 (lower due to the new rates implemented in 2021 and consumption lower than anticipated)

In comparison, for the 11 months ended November 30, 2020, the tax-supported department surplus was \$1,159,730.65 and the non-tax department surplus was \$353,166.59.

Communications & Community Action Plan Impact:

This report has been written and presented to Council in accordance with the Southgate Community Action Plan:

Mission Statement Pillars

- Trusted Government
- Economic Prosperity.

Themes:

- Municipal Services
- Public Communications

Core Values:

- Integrity
- Stewardship

Concluding Comments:

For the 11 months ended November 30, 2021, the tax-supported department surplus is \$682,200.52 and the non-tax department deficit is \$31,215.58. After transfers to/from reserve for the year ended December 31, 2021, the tax-supported department surplus is projected to be \$Nil and the non-tax department surplus is projected to be \$Nil.

Respectfully Submitted,

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

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

Attachment:

- 1** Financial Report for the 11 months ended November 30, 2021

Staff Report FIN2021-045 Financial Report - November 2021
Attachment 1

1.3 Summary - Dept
Page 1 of 3

		2020	2021	November		Variance		
		Actual	Annual Budget	YTD Budget	YTD Actual	%	\$	Comments
Tax-Supported:								
Revenues								
Southgate Regular Taxation		7,605,884.04	7,990,301.00	7,990,301.00	7,990,301.00	100.0%	-	-
Corporate, County & School Board		7,506,477.28	7,306,754.00	7,057,924.00	7,575,057.29	107.3%	517,133.29	Supplementals (\$22k); Grant (COVID-19) \$68k; Penalties & Int \$46k; Gas Tax \$234k; Land Rentals [timing] (\$15k); County & School Boards \$155k; Southgate Solar \$75k (timing); Admin Fees (\$10k); Building Rentals (\$10k)
Administration, Finance, and Clerks		23,407.95	92,680.00	9,944.00	69,751.67	701.4%	59,807.67	Misc Rev [Tax Recovery Costs] \$13k; Trfr from Res [Donations] \$47k
Council		-	-	-	-		-	-
Transit		55,100.00	-	-	158,392.34		158,392.34	Grants (GTR) \$158k
Fire		159,568.69	130,152.00	113,382.00	186,588.90	164.6%	73,206.90	Prov Grant \$6k; Call-out Fees \$35k; Melancthon \$15k; Grey Highlands \$10k; EMS Rent (\$9k); Donation Rev \$9k; Other Rev/Recoveries \$7k
Police		14,953.52	6,640.00	6,640.00	8,848.52	133.3%	2,208.52	-
Conservation Authority		-	-	-	-		-	-
Building		597,389.12	435,000.00	417,100.00	500,690.81	120.0%	83,590.81	Fees \$84k
Other Protective Services		26,140.00	56,300.00	54,176.00	27,675.00	51.1%	(26,501.00)	Canine: Kennel Licences (\$5k) Property Stds: Contr from Res [COVID-19 - timing] (\$23k)
Roads		98,005.69	85,300.00	82,574.00	101,313.58	122.7%	18,739.58	-
Solid Waste		242,599.66	211,600.00	161,252.00	223,280.74	138.5%	62,028.74	Haz Waste (\$5k); Tsfr Station Rev \$24k; Recycling \$47k
Health Services		212,946.12	34,700.00	30,863.00	418,998.38	1357.6%	388,135.38	Cont from Res [Markdale Hospital] \$380k
Cemetery		36,605.28	40,440.00	13,915.00	28,371.00	203.9%	14,456.00	Interment \$6k; Columbarium \$8k
Recreation		337,953.34	367,955.00	174,825.00	99,139.38	56.7%	(75,685.62)	Swinton Park (\$3k); Holstein Park (\$3k)
								F Mac Rev (\$5k); Pool \$15k [Wage Grant]; Campground \$2k; Ball Park (\$3k)
								Auditorium (\$6k); Ice Rental (\$67k); Other Rev (\$5k)
Library		264,207.03	269,047.00	14,422.00	646.18	4.5%	(13,775.82)	-
								OLA Grant (\$12k) [timing]
Planning		284,787.25	156,819.00	65,846.00	118,007.07	179.2%	52,161.07	Fees \$52k
Industrial Land		(7,000.00)	1,285,000.00	250,000.00	337,346.62	134.9%	87,346.62	Land Sale (\$87k);
Agriculture		230,397.50	227,570.00	227,407.00	84,862.37	37.3%	(142,544.63)	Tile Drain Receipts (\$99k); New Tile Drain Loan (\$50k)
Economic Development		-	-	-	11,000.00		11,000.00	Cont from res [Grants - CIP] \$11k
Total Revenues		17,689,422.47	18,696,258.00	16,670,571.00	17,940,270.85	107.6%	1,269,699.85	

Attachment 1

		2020	2021	November		Variance		Comments
		Actual	Annual Budget	YTD Budget	YTD Actual	%	\$	
Tax-Supported:								
Expenses								-
Southgate Regular Taxation		-	-	-	-		-	-
Corporate, County & School Board		6,510,592.86	6,001,337.00	5,846,799.00	6,395,004.62	109.4%	548,205.62	Cont to Res [COVID-19] \$68k; Contr to Res - Gas Tax \$234k; County & School Board \$155k; Tsfr to Res (Southgate Solar & Lystek) \$91k [timing];
Administration, Finance, and Clerks		1,170,777.27	1,318,081.00	1,101,629.00	1,044,766.58	94.8%	(56,862.42)	Finance: Wages \$16k; Contracted Svs (\$12k); Comp/Equip Soft (\$13k); Postage (\$9k); Tax Adj/Write-off \$25k; Don \$22k; All other (\$20k) Admin: Wages (\$27k); All other (\$15k) Clerks: Wages (\$11k) Mun Prop: (\$9k)
Council		178,325.85	200,640.00	174,525.00	152,976.69	87.7%	(21,548.31)	Wages (\$11k); Conferences (\$6k)
Transit		87,938.79	33,069.00	33,069.00	176,417.85	533.5%	143,348.85	Donations (GTR) \$140k
Fire		586,391.43	693,571.00	527,631.00	494,535.60	93.7%	(33,095.40)	Wages (\$55k); Truck Repairs \$28k; Insurance \$14k [timing]; Telephone (\$13k)
Police		1,174,351.82	1,200,978.00	1,099,038.00	1,098,409.90	99.9%	(628.10)	-
Conservation Authority		112,458.19	119,138.00	119,138.00	119,453.00	100.3%	315.00	Wages (\$27k); Legal \$18k; Training (\$19k)
Building		597,389.12	435,000.00	316,343.00	281,610.30	89.0%	(34,732.70)	Wages (\$27k); Legal \$18k; Training (\$19k)
Other Protective Services		99,162.54	144,227.00	130,362.00	131,671.54	101.0%	1,309.54	Property Stds: Wages (\$15k); Legal (\$9k); Crossing Guards: Wages (\$8k); Emerg Event: Wages \$34k [2 day shut-down, Admin Assistant]
Roads		3,797,892.68	4,151,932.00	2,557,088.00	2,430,260.37	95.0%	(126,827.63)	Drainage (\$10k); Admin & Other \$127k; Vegetation (\$19k); Gravel Pits (\$57k); Bridge Mtce (\$34k); Surface Mtce \$54k; Winter Mtce (\$121k); Signage \$10k; Equip Mtce (\$68k)
Solid Waste		1,062,092.73	1,022,100.00	757,146.00	826,984.55	109.2%	69,838.55	Dundalk Tsfr Stn \$28k; Collections \$14k; Landfill (\$7k); Equip Mtce \$31k
Health Services		286,696.12	110,650.00	31,466.00	437,761.68	1391.2%	406,295.68	Markdale Hospital \$400k
Cemetery		50,718.33	63,015.00	33,888.00	21,887.71	64.6%	(12,000.29)	-
Recreation		816,363.94	822,900.00	420,274.00	362,797.77	86.3%	(57,476.23)	Mt Forest Payment (\$19k) [timing]; Swinton Park (\$6k); Holstein Park (\$5k)
Library		538,371.03	548,068.00	248,068.00	221,973.57	89.5%	(26,094.43)	F Mac (\$3k); Pool \$5k; Ball Park \$2k; Camp (\$3k); Admin \$13k Plant/Surface (\$13k); Ice Machine (\$4k); Main Floor (\$16k); Auditorium \$5k
Planning		341,088.18	233,982.00	183,366.00	133,032.20	72.6%	(50,333.80)	Mt Forest Lib (\$4k)
Industrial Land		31,668.07	1,285,000.00	44,500.00	23,125.36	52.0%	(21,374.64)	Wages (\$17k); Comp Svcs (\$3k); Training (\$2k); Ins \$4k [timing]; Bldg Mtce (\$2k)
Agriculture		221,187.15	228,070.00	188,222.00	61,485.00	32.7%	(126,737.00)	Contracted Svce (\$50k); Legal \$9k
Economic Development		25,956.37	84,500.00	72,500.00	58,397.04	80.5%	(14,102.96)	Rd to Hwy#10: Engineering (\$28k)
Total Expenses		17,689,422.47	18,696,258.00	13,885,052.00	14,472,551.33	104.2%	587,499.33	Tile Drain Repayment (\$82k); New Tile Drain Loan (\$50k)
Prior year (Surplus) Deficit - tax supported		-	-	(2,785,519.00)	(3,467,719.52)	124.5%	(682,200.52)	Wages (\$28k); Grants [CIP] \$11k
Current YTD (Surplus) Deficit - tax-supported		-	-	(2,785,519.00)	(3,467,719.52)	124.5%	(682,200.52)	

Staff Report FIN2021-045 Financial Report - November 2021
Attachment 1

		2020	2021	November		Variance		
		Actual	Annual Budget	YTD Budget	YTD Actual	%	\$	Comments
Non-Tax-Supported:								
Revenues								
Sanitary Sewers		906,570.87	919,000.00	766,670.00	683,508.98	89.2%	(83,161.02)	Billings (\$83k)
Water		1,067,995.42	1,057,572.00	599,602.00	638,409.82	106.5%	38,807.82	Billings (\$4k); Sale of Meters \$28k; Late Payment \$9k
		1,974,566.29	1,976,572.00	1,366,272.00	1,321,918.80	96.8%	(44,353.20)	
Expenses								
Sanitary Sewers		906,570.87	919,000.00	256,151.00	222,870.93	87.0%	(33,280.07)	PILS \$49k (partial timing); Lagoon (\$58k); Admin (\$21k)
Water		1,067,995.42	1,057,572.00	522,997.00	543,139.45	103.9%	20,142.45	Admin \$64k; Wells (\$38k)
		1,974,566.29	1,976,572.00	779,148.00	766,010.38	98.3%	(13,137.62)	
Current YTD (Surplus) Deficit - non-tax-supported		-	-	(587,124.00)	(555,908.42)	94.7%	31,215.58	



Staff Report PW2021-060

Title of Report: PW2021-060 How to Share the Road with Our Horse & Buggy Community Neighbours
Department: Public Works
Branch: Transportation & Public Safety
Council Date: December 15, 2021

Recommendation:

Be it resolved that Council receive Staff Report PW2021-060 for information.

Background:

Staff have created a document to post on the Township website and Facebook to educate travellers on Southgate roads on practices and information on How to Share the Road with Our Horse & Buggy Community Neighbours

Staff Comments:

How to Share the Road with Our Horse & Buggy Community Neighbours communication provides information on how to approach oncoming, from behind and passing Horse & Buggy travellers. Awareness to Horse Drawn Vehicles stopping at intersections and turning, and closure time between automobiles and horses speed comparison with stopping distances in which are greatly reduced in these situations.

The document also includes the law from the Highway Traffic Act Section 167 Approaching Ridden or Driven Horses that is applicable on public highways.

Financial Implications:

There are no financial implications to this report.

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 PW2021-060 for information.

Respectfully Submitted,

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

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

Attachments:

Attachment #1 - How to Share the Road with Our Horse & Buggy Community Neighbours



How to Share the Road with Our Horse & Buggy Community Neighbours

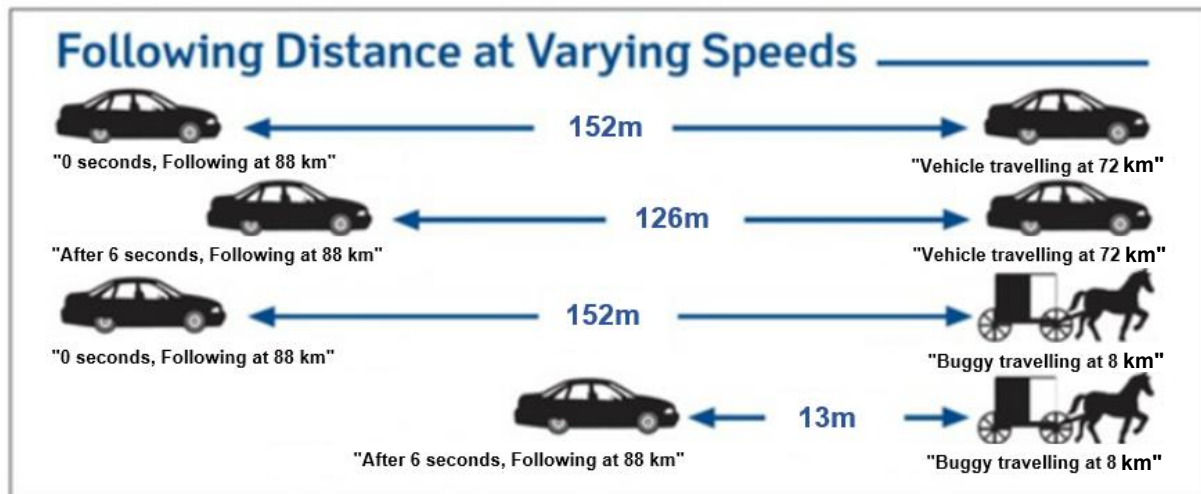
Preventing Car-Buggy Crashes and Injuries

Rural roads are often narrower or may vary in width more than city streets. A narrow road give you less room to maneuver and can be especially dangerous when passing horse-drawn vehicles. A loose gravel or grass berm area can also be hazardous. Open ditches along rural roads are often deep and close to the road.

Seemingly open roadways may have sharp dips or unexpected turns. In cold weather, a road shaded by trees or buildings may be icy because then sun has not shone on that part of the roadway. Blind corners created by wooded areas, corn fields or other tall crops are also hazardous.



Slow Moving Vehicles and Speed



Speed differential and knowing **closure time** is a safety factor that could save lives. **Closure time** is the time a driver has to recognize and respond when coming upon other vehicles. Slow moving vehicles, including horse-drawn buggies and farm equipment, fall into this category.

Because it may be difficult for motorized vehicle drivers to judge the speed at which they will close in on the horse-drawn buggy, drivers should slow down immediately if you see a horse-drawn buggy ahead.

At Stop Signs and Signals

When stopped at a stop sign or light, remember to stay back since buggies often roll back a few feet after coming to a complete stop. An easy way to measure the distance is to stop your vehicle far enough back so that you can see where the rear wheels of the buggy touch the road. If you have a larger vehicle, like an SUV or van, allow more of a cushion.

Pass with Caution



Horse-drawn buggies, which are dark in color and may be difficult to spot, travel at a rate of 8 to 13 kilometers/hour; drastically slower than motorized vehicles. Remember these rules when passing a horse-drawn buggy:

- Passing should be done only when it is safe and legal to do so in a passing zone.
- Never pass on a hill or curve where oncoming traffic may put everyone at-risk; including the buggy occupants.
- Allow ample room to pass. Be aware of your surroundings and road conditions. Loose rocks, fog, gravel, snow, wet pavement, and dirt may make passing hazardous.
- Be patient. Gunning your vehicle, passing too closely or beeping your horn may spook the horse and cause it to swerve into your lane.
- Be watchful of vehicles behind you that may also try to pass.
- Do not assume that the horse-drawn buggy operator can see you. Be cautious of potential left-hand turns that could put the horse-drawn buggy directly in your path of travel.

Buggies and horse-drawn equipment



- Normal speeds for horse-drawn buggies range between **8 and 13 kilometers per hour**. Horse-drawn vehicles may travel even slower when pulling large farm equipment or when crossing intersections.
- Reflective **slow-moving vehicle signs**, are mounted to the back of farm equipment and animal-drawn buggies to warn motorists of their slow traveling speeds.
- The potential for restricted vision for horse-drawn vehicle drivers should also be considered. When pulling large loads of hay or other equipment, horse-drawn vehicle drivers may not be able to see cars behind them
- Some buggies may be equipped with a light on the front and/or back for travelling in darkness



Passing horse-drawn vehicles

- Automobile drivers should be extremely cautious when passing buggies and horse-drawn equipment. Motorists should only pass when legal and safe. Before passing, anticipate any left hand turns into fields and driveways, and when passing, allow plenty of room. Horses are unpredictable and, passing cars may frighten even the most road safe of horses.
- Avoid waving and motioning at buggy operators as to not spook the horse when travelling.

Travelling behind horse-drawn vehicles

- When approaching a stop sign or traffic light, motorists should leave extra space – at least 10 (2.4m) to 12 feet (3.7m) – between their car and the horse-drawn equipment stopped in front of them. Buggies may back up a few feet after coming to a complete stop.
- While travelling behind moving horse-drawn vehicles, motorists should be aware of their closure time. **Closure time** is the time a driver has to recognize and respond when coming upon other vehicles. Drivers have much less time and distance to react to slow-moving vehicles than other automobiles.

This is the law

[Highway Traffic Act, R.S.O. 1990, c. H.8 S. 167](#)

Approaching ridden or driven horses, etc.

167 Every person having the control or charge of a motor vehicle or motor assisted bicycle on a highway, when approaching a horse or other animal that is drawing a vehicle or being driven, led or ridden, shall operate, manage and control the motor vehicle or motor assisted bicycle so as to exercise every reasonable precaution to prevent the frightening of the horse or other animal and to ensure the safety and protection of any person driving, leading or riding upon the horse or other animal or being in any vehicle drawn by the horse or other animal. R.S.O. 1990, c. H.8, s. 167.



***Take Care and Share the Road with Our Horse & Buggy
Community Neighbours***

Monthly Statistics Report		
	Sept 2021	Oct 2021
New Patrons	26	18
Tech Help	22	6
Circulation	867	981
Phone Calls	80	73
Reference/Reader's Advisory	39	20
Programs	12	20
Program Participation	123	348
Facebook Reaches	6,533	6090
Instagram Reaches	2595	3242
Instagram Engagements	228	370
E-material Circulation	219	259
ILL Circulation – Received	19	9
ILL Circulation – Requests	23	25
Computer Usage	90	65
Library Visits	468	472
Curbside Pick-up	3	7

CEO Update:

The Youth Action Committee and the Library participated in the Dundalk Halloween Fest on Saturday, October 31. Staff made Halloween masks take home kits to hand out along with candy. There were many more kids than anticipated, having 115 kids and 22 youth.

Crystal, Youth Services and Phyllis, Children's Services, attended the Child and Youth Expo organized by OLA. They received new ideas for programming and services they are hoping to implement in the near future.

The new slat end panels and display shelving have arrived. Staff continue to plan for the space reorganization.

The public survey on the hours of operation is released. A report on the results will be brought to the board in the new year.

Accomplishments:

- Staff attended De-escalating violent situations training
- 2022 Capital budget presented to council, second meeting is November 23.
- 2022 E-resource purchased
- Draft 2022 Operating budget

60 Day Plan:

- Winter book orders
- Policy reviews
- Planning library space ideas as per the Strategic plan
- Library hours survey
- Diversity audit
- Winter program plan
- Typical Survey week – November 22

Programs and Events:

- Kids Poppy Pins - take home kit
- DIY Memo Board
- Teen Nightmare Before Christmas DIY Notebook
- Teen Book and Movie Bundles
- Book Club
- DIY Lavender Soap
- Tween DIY Snowman
- Kids Owl Craft - take home kit
- Kits to schools

Upcoming Programming:

- DIY Holiday Tea Towel – take home kit – Nov. 30
- Kids Snow Scene – take home kit
- Teen Poinsettia Clip – take home kit- Dec. 7
- Teen Holiday movie bundles- Dec. 7
- Adult DIY Snowman Craft – Dec. 14
- Teen DIY Ornament and card – take home kit – Dec. 14
- Kids Snowman Card – take home kit – Dec. 21
- Family Fun Bundles

Building Department Report

Department Activity	Total 2019	Total 2020	Year: 2021												Total YTD
			January	February	March	April	May	June	July	August	September	October	November	December	
Building Permits:															
Agriculture	107	108	5	19	13	13	7	11	6	15	4	13	6		112
Ag.-Industrial	21	0	0	0	0	0	0	0	0	0	0	0	0		0
Commercial	10	15	0	0	0	2	0	0	0	0	1	2	1		6
Institutional	4	5	0	0	0	0	1	3	0	0	0	0	0		4
Industrial	6	11	0	0	2	3	4	1	2	3	0	4	2		21
Demolition	10	3	0	0	2	0	0	0	0	0	1	0	0		3
Residential related	95	86	6	4	6	7	4	4	10	7	7	5	5		65
Septic Systems	53	62	1	3	12	9	8	5	4	6	3	8	4		63
Single family dwelling	120	171	9	20	17	21	28	9	16	3	1	36	2		162
Tent	7	1	0	0	0	1	0	1	1	0	2	1	0		6
Total Permits	433	462	21	46	52	56	52	34	39	34	19	69	20	0	442
Residential Occupancy Permits Issued															
Rural (former Egremont & Proton)				2	8		1	3	2		4	0	2		22
Urban (Dundalk)			5	13	1	18	19	4	0	3	12	2	9		86
Permit Revenue in \$	\$ 511,004.00	\$ 526,332.50	\$ 75,566.00	\$ 55,291.00	\$ 71,332.00	\$ 78,179.00	\$ 68,417.00	\$ 52,012.00	\$ 39,458.00	\$ 28,778.00	\$ 10,354.00	\$ 73,929.00	\$ 22,888.00		\$ 576,204.00
DC Charges Residential	\$ 1,807,804.18	\$ 3,599,424.17	\$ 828,610.00	\$ 98,306.00	\$ 127,908.00	\$ 316,578.00	\$ 444,866.00	\$ 141,626.00	\$ 309,073.00	\$ 153,292.00		\$ 275,102.00			\$ 2,695,361.00
DC Charges Non-Residential	\$ 159,801.03	\$ 225,284.73			\$ 40,985.59	\$ 56,127.80	\$ 36,890.54	\$ 70,767.24	\$ 16,218.00	\$ 21,118.54		\$ 110,511.60	\$ 36,217.50		\$ 388,836.81
Agricultural Value	\$ 11,968,570.00	\$ 9,666,290.00	\$ 310,000.00	\$ 1,483,001.00	\$ 3,006,000.00	\$ 1,105,600.00	\$ 736,199.00	\$ 2,655,000.00	\$ 225,000.00	\$ 1,041,500.00	\$ 138,000.00	\$ 412,000.00	\$ 1,303,000.00		\$ 12,415,300.00
Commercial Value	\$ 3,736,000.00	\$ 1,741,400.00				\$ 785,000.00		\$ 300,000.00			\$ 100,000.00	\$ 844,000.00	\$ 1,000,000.00		\$ 3,029,000.00
Institutional Value							\$ 80,000.00	\$ 140,000.00							
Industrial Value	\$ 2,486,000.00	\$ 2,455,000.00			\$ 680,000.00	\$ 645,000.00	\$ 817,500.00	\$ 400,000.00	\$ 265,000.00	\$ 310,000.00		\$ 345,000.00	\$ 130,000.00		\$ 3,592,500.00
Residential Value	\$ 32,168,997.00	\$ 43,871,193.66	\$ 11,058,400.00	\$ 5,186,850.00	\$ 5,647,276.00	\$ 7,628,478.00	\$ 7,569,409.00	\$ 2,616,042.00	\$ 4,289,996.00	\$ 1,894,500.00	\$ 494,000.00	\$ 6,920,399.00	\$ 699,500.00		\$ 54,004,850.00
Total Assessment Value	\$ 50,482,067.00	\$ 58,153,883.66	\$ 11,368,400.00	\$ 6,669,851.00	\$ 9,333,276.00	\$ 10,164,078.00	\$ 9,203,108.00	\$ 6,111,042.00	\$ 4,779,996.00	\$ 3,246,000.00	\$ 732,000.00	\$ 8,521,399.00	\$ 3,132,500.00	\$ -	\$ 73,261,650.00
Agricultural Taxation	\$ 38,675.36	\$ 31,235.75	\$ 1,002	\$ 4,792.18	\$ 9,713.62	\$ 3,572.65	\$ 2,378.96	\$ 8,579.39	\$ 727.07	\$ 3,365.51	\$ 445.93	\$ 1,331.34	\$ 4,210.53	\$ -	\$ 40,118.92
Commercial Taxation	\$ 101,521.99	\$ 47,320.77	\$ -	\$ -	\$ -	\$ 21,331.57	\$ -	\$ 8,152.19	\$ -	\$ -	\$ 2,717.40	\$ 22,934.84	\$ 27,173.98	\$ -	\$ 82,309.99
Industrial Taxation	\$ 82,102.14	\$ 81,078.34	\$ -	\$ -	\$ 22,457.54	\$ 21,301.64	\$ 26,998.59	\$ 13,210.32	\$ 8,751.84	\$ 10,238.00	\$ -	\$ 11,393.90	\$ 4,293.35	\$ -	\$ 118,645.19
Residential Taxation	\$ 415,804.23	\$ 567,062.38	\$ 142,936.68	\$ 67,043.25	\$ 72,994.54	\$ 98,602.81	\$ 97,839.30	\$ 33,813.96	\$ 55,450.86	\$ 24,487.59	\$ 6,385.26	\$ 89,450.45	\$ 9,041.47	\$ -	\$ 698,046.17
Total New Taxation	\$ 638,103.72	\$ 726,697.23	\$ 143,938.41	\$ 71,835.44	\$ 105,165.71	\$ 144,808.67	\$ 127,216.86	\$ 63,755.87	\$ 64,929.76	\$ 38,091.10	\$ 9,548.59	\$ 125,110.53	\$ 44,719.33	\$ -	\$ 939,120.27
Southgate Taxation Only															
Agricultural Taxation	\$ 19,341.55	\$ 15,621.00	\$ 501	\$ 2,396.57	\$ 4,857.78	\$ 1,786.68	\$ 1,189.72	\$ 4,290.55	\$ 363.61	\$ 1,683.09	\$ 223.01	\$ 665.80	\$ 2,105.68	\$ -	\$ 20,063.47
Commercial Taxation	\$ 31,563.19	\$ 14,712.03	\$ -	\$ -	\$ -	\$ 6,631.99	\$ -	\$ 2,534.52	\$ -	\$ -	\$ 844.84	\$ 7,130.44	\$ 8,448.39	\$ -	\$ 25,590.17
Industrial Taxation	\$ 29,863.83	\$ 29,491.44	\$ -	\$ -	\$ 8,168.71	\$ 7,748.26	\$ 9,820.47	\$ 4,805.12	\$ 3,183.39	\$ 3,723.97	\$ -	\$ 4,144.42	\$ 1,561.66	\$ -	\$ 43,156.00
Residential Taxation	\$ 207,943.70	\$ 283,587.90	\$ 71,482.63	\$ 33,528.33	\$ 36,504.57	\$ 49,311.26	\$ 48,929.44	\$ 16,910.36	\$ 27,730.97	\$ 12,246.24	\$ 3,193.27	\$ 44,734.17	\$ 4,521.64	\$ -	\$ 349,092.89
Total New Southgate Taxation	\$ 288,712.26	\$ 343,412.35	\$ 71,984	\$ 35,924.90	\$ 49,531.06	\$ 65,478.19	\$ 59,939.62	\$ 28,540.56	\$ 31,277.97	\$ 17,653.31	\$ 4,261.12	\$ 56,674.83	\$ 16,637.38	\$ -	\$ 437,902.54

By-Law Enforcement Report

YEAR: 2021

Department Activity	Dec. 2020	January	February	March	April	May	June	July	August	September	October	November	December	Total YTD
By-Law Enforcement Complaints - Unresolved														
Building	8	8	8	8	13	13	14	14	14	14	14	14		
Burning	0	0	0	0	0	1	1	1	1	1	1	1		
Noise	2	2	2	2	0	2	5	5	7	7	8	9		
Property Standards	22	23	23	25	36	38	56	57	57	59	62	63		
Fill Compliance	1	2	2	2	2	2	2	2	2	2	2	2		
Canine	0	1	1	1	1	1	2	2	3	3	3	3		
Tenant Concerns	0	0	0	0	0	0	0	0	0	0	0	0		
Vehicles	6	7	8	8	53	55	57	58	58	58	58	58		
Weed Control	0	0	0	0	0	0	0	0	0	0	0	0		
Zoning	2	2	2	2	3	3	5	8	8	7	7	7		
Line Fences	0	0	0	0	0	0	0	0	0	0	0	0		
By-Law Enforcement Complaints - New	Total 2020													
Building	7	0	0	0	5	0	1	0	0	0	0	0		6
Burning	0	0	0	0	0	1	0	0	0	0	0	0		1
Noise	4	0	0	0	0	2	3	0	2	0	1	1		9
Property Standards	16	1	0	2	11	2	18	1	0	2	3	1		41
Fill Compliance	0	1	0	0	0	0	0	0	0	0	0	0		1
Canine	0	1	0	0	0	0	1	0	1	0	0	0		3
Tenant Concerns	0	0	0	0	1	0	0	0	0	0	0	0		1
Vehicles	7	2	2	0	45	2	2	1	0	1	0	0		55
Weed Control	0	0	0	0	0	0	0	0	0	0	0	0		0
Zoning	2	0	0	0	1	0	2	3	0	0	0	0		6
Line Fences	0	0	0	0	0	0	0	0	0	0	0	0		0
By-Law Enforcement Complaints - Resolved	Total 2020													
Building	1	0	0	0	0	0	0	0	0	0	0	0		0
Burning	0	0	0	0	0	0	0	0	0	0	0	0		0
Noise	4	0	0	0	0	0	0	0	0	0	0	0		0
Property Standards	29	0	0	0	0	0	0	1	0	0	0	0		1
Fill Compliance	0	0	0	0	0	0	0	0	0	0	0	0		0
Canine	0	0	0	0	0	0	0	0	0	0	0	0		0
Tenant Concerns	3	0	0	0	1	0	0	0	0	0	0	0		1
Vehicles	5	1	1	0	0	0	0	0	0	1	0	0		3
Weed Control	2	0	0	0	0	0	0	0	0	0	0	0		0
Zoning	3	0	0	0	0	0	0	3	0	1	0	0		4
Line Fences	0	0	0	0	0	0	0	0	0	0	0	0		0
Letters/Orders	Total 2020													
Court Summons Issued	0	0	0	0	0	0	0	0	0	0	0	0		0
Court Appearances	0	0	0	0	1	0	0	0	0	0	0	0		1
Building Letters	2	0	0	0	0	0	0	0	0	0	0	0		0
Building Orders	2	0	0	1	0	0	0	0	3	4	4	1		13
Property Standards Letters	4	1	0	0	0	0	0	0	0	0	0	0		1
Property Standards Orders	3	0	0	1	0	0	0	1	0	0	0	0		2
Zoning Compliance	80	3	5	3	8	5	5	5	2	8	2	6		52
Zoning Violation Letters	1	0	0	0	0	0	1	1	0	0	0	0		2
Zoning Violation Orders	0	0	0	0	0	0	0	2	0	0	0	0	0	2

Canine Control Report YTD

Year: 2021														Total YTD
Department Activity	2020	January	February	March	April	May	June	July	August	September	October	November	December	
# of Dogs in Pound	22	2	0	1	2	0	1	1	2	0	1	0		10
Total Days of Inpoundment	71	1	0	6	17	0	6	6	12	0	2	0		50
Returned to Owner	16	2	0	0	0	0	0	0	0	0	1	0		3
Adopted	3	0	0	1	1	0	1	1	1	0	0	0		5
Euthanized	0	0	0	0	1	0	0	0	0	0	0	0		1
Sent to Shelter	4	0	0	0	1	0	0	0	0	0	0	0		1
Needing Veterinary Services	0	0	0	0	0	0	0	0	0	0	0	0		0
Cost of Veterinarian Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Letters to Owners	14	0	1	2	1	1	2	2	0	2	4	1		16
Verbal Warnings	49	2	6	2	2	4	5	5	3	5	3	3		40
Dog Tags Sold	14	2	3	0	0	1	0	0	0	0	1	0		7
Value of Tags sold in \$	\$ 280.00	\$ 40.00	\$ 60.00	\$ -	\$ -	\$ 20.00	\$ -	\$ -	\$ -	\$ -	\$ 25.00	\$ -		\$ 145.00
New Kennel Inspections	0	0	0	0	0	0	0	0	1	0	0	0		1
Kennel Reinspections	4	0	0	0	0	0	0	0	0	0	0	1		1
# of Fines	6	1	0	1	0	0	0	0	0	0	0	0		2
Value of Fines in \$	\$ 740.00	\$ 200.00	\$ -	\$ 50.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20.00	\$ -		\$ 270.00
# of Calls in Dundalk	67	5	5	3	4	5	4	4	5	5	7	3		50
# of Calls in Egremont	44	3	3	2	2	3	2	2	2	5	2	4		30
# of Calls in Proton	26	2	3	5	1	1	3	3	4	3	1	1		27
# of Calls in Other	3	0	1	0	0	0	1	1	0	0	0	0		3
# of Patrols in Dundalk	73	5	6	6	5	5	7	7	6	5	5	6		63
# of Patrols in Holstein	71	6	6	5	5	6	7	7	6	5	5	7		65

Number of Dogs remaining in the Pound Kennel at the end of this month:

0

Accounts Payable

CIBC - 1 - Standard Cheque Register By Date

11/01/2021 thru 11/30/2021

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
041030	11/10/2021	001005	A.J. STONE COMPANY LTD	1,542.45
	Invoice 0000163167		10/29/2021 FIRE-FIREADE FOAM CLASS A&B X4	881.40
	Invoice 0000161958		08/31/2021 FIRE-FIREADE 2000 FOAM 5GAL X3	661.05
041031	11/10/2021	001014	ADVANEDGE TECHNOLOGIES	56.50
	Invoice 861		11/01/2021 ARENA-ANGLE IRON/REPAIR LATCH	56.50
041032	11/10/2021	001031	ALK ASPHALT MAINTENANCE	593.25
	Invoice I-2205-HOL		10/29/2021 RDS-HOLSTEIN PKG LOT PAINTING	593.25
041033	11/10/2021	002002	B & M CONSTRUCTION	288.15
	Invoice 3750		10/29/2021 RDS-BACKHOE/CLEAR CULVRT RD2	288.15
041034	11/10/2021	002005	B. EDWARDS TRANSFER	610.20
	Invoice 642413		10/21/2021 RDS-MINI KITS FLUSH/CAM X3	610.20
041035	11/10/2021	002047	BROADLINE EQUIPMENT RENTALS LTD	5,903.55
	Invoice 87588		10/21/2021 REC-BOOM LIFT	310.75
	Invoice 87145		10/26/2021 CAP/RD-PROTON LOT MINI EX/PCKF	1,638.50
	Invoice 87434		10/29/2021 RDS-RVRS PLATE PACKER	298.75
	Invoice 87892		10/29/2021 RDS-NORTH OF WLR MINI EXCV	1,101.75
	Invoice 87488		10/21/2021 RDS-IDA ST LANEWAY BULL DOZER	2,135.70
	Invoice 87711		10/21/2021 RDS-IDA ST LANEWAY ROLLER PCK	418.10
041036	11/10/2021	003019	CANADIAN SCALE COMPANY LIMITED	1,209.10
	Invoice 34328		10/25/2021 WST-2 MEN LABOUR TEST TRUCKS	1,209.10
041037	11/10/2021	003026	CARSON SUPPLY	205.17
	Invoice S1644057.003		10/21/2021 WTR-WYE BRANCH 2"X1"	205.17
041038	11/10/2021	003030	CEDARWELL EXCAVATING LTD	2,254.35
	Invoice 20383553		10/25/2021 CAP/RDS-TRIAXLE TRUCK OCT18/19	2,254.35
041039	11/10/2021	003076	STAPLES PROFESSIONAL	13.54
	Invoice 57496621		10/28/2021 FIN/BLDG-BLUE PENS	13.54
041040	11/10/2021	003092	CADUCEON ENTERPRISES INC.	1,188.89
	Invoice 21-18041		10/29/2021 REC-OPTIMIST EGRMNT WATER TEI	15.13
	Invoice 21-18042		10/29/2021 REC-SWINTON PARK WATER TESTII	15.13
	Invoice 21-18043		10/29/2021 MUNICIPAL OFFICE WATER TESTING	15.13
	Invoice 21-18044		10/29/2021 RDS-HOLSTEIN WORKS WATER TES	15.13
	Invoice 21-18045		10/29/2021 SEWAGE TESTING	142.08
	Invoice 21-18046		10/29/2021 REC-OPTIMISTEGRMNT WATER TES	10.09
	Invoice 21-17531		10/22/2021 DUNDALK WATER TESTING-LEAD/AL	29.66
	Invoice 21-17525		10/22/2021 SEWAGE TESTING	175.31
	Invoice 21-17532		10/22/2021 DDLK WATER TESTING-LEAD	35.60
	Invoice 21-17526		10/22/2021 DUNDALK WATER TESTING	151.28
	Invoice 21-17530		10/22/2021 DDLK WATER TESTING-LEAD/ALK	29.66
	Invoice 21-17533		10/22/2021 DDLK WATER TESTING-AMMONIA	160.18
	Invoice 21-17528		10/22/2021 DDLK WATER TESTING-HAA	243.23
	Invoice 21-18040		10/29/2021 DDLK WATER TESTING	151.28
041041	11/10/2021	004039	DILLMAN SANITATION LTD	113.00
	Invoice 15709		10/27/2021 WST-HANDWSH STATION OCT-NOV'	113.00
041042	11/10/2021	004051	DONEGAN HAULAGE LIMITED	9,887.50
	Invoice 176340		10/25/2021 CAP/RDS-RD49 TRIAXLE TRUCK	9,887.50

Accounts Payable

CIBC - 1 - Standard Cheque Register By Date

11/01/2021 thru 11/30/2021

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
041043	11/10/2021	004081	DUNWOOD SIGNS & TEXTILES INC.	1,062.20
	Invoice 6487		10/26/2021 RDS-TOWNSHIP FLAGS X10	1,062.20
041044	11/10/2021	005039	EXCEL BUSINESS SYSTEMS	647.71
	Invoice 412323		03/30/2021 LIB-MARCH COPIES	117.10
	Invoice 419952		06/30/2021 LIB-JUNE COPIES	223.45
	Invoice 427592		09/30/2021 LIB-SEPTEMBER COPIES	300.35
	Invoice 10/28/2021		10/28/2021 LIB-LATE PMT FEE	6.81
041045	11/10/2021	006009	FIRE MARSHAL'S PUBLIC FIRE SAFETY COUNCIL	751.65
	Invoice IN158529		08/04/2021 FIRE-'21 PREVENTION WEEK KIT	641.39
	Invoice IN159006		10/20/2021 FIRE-CHIEF OFFICER 3RD EDITION	110.26
041046	11/10/2021	008021	HERALD NEWSPAPER CORP	305.10
	Invoice 20819		10/04/2021 RDS/ED-EMPLYMT OP-SUPPRT LOC.	305.10
041047	11/10/2021	008027	HIGHLAND SUPPLY	216.07
	Invoice 300830		10/26/2021 RDS-ROTELLA T6 W40	169.01
	Invoice 299970		09/22/2021 FIRE-MOTO MIX 4L	47.06
041048	11/10/2021	008041	HWY 4 TRUCK SERVICE LTD.	11,786.36
	Invoice 106526		11/04/2021 WST-#218 BACKUP ALARM	189.53
	Invoice 106339		10/28/2021 RDS-#214 ANNL SFTY/EGR VALVE	9,433.64
	Invoice 106482		10/31/2021 RDS-#209 ANNUAL SAFETY	2,163.19
041049	11/10/2021	009010	INFINITY NETWORK SOLUTIONS	3,945.41
	Invoice 37106		10/25/2021 FIN-ASSET MGMT/ANALYSIS MS365	11.09
	Invoice 37344		11/01/2021 EMRGEVNT-NOV PHONE SERVICES	118.54
	Invoice 37342		11/01/2021 ALL USERS-NOV MONITOR/MAINTNC	3,169.65
	Invoice 37343		11/01/2021 ALL USERS-NOV MS 365/EXCHANGE	646.13
041050	11/10/2021	010011	TOWN HALL-5 NOVEMBER CLEANS	197.50
	Invoice November 4, 2021		11/04/2021 TOWN HALL-5 NOVEMBER CLEANS	197.50
041051	11/10/2021	010014	JAGUAR MFG.	394.36
	Invoice 61273		10/22/2021 FIRE-SEAT BELT LATCH/BUCKLE	394.36
041052	11/10/2021	010034	JOE JOHNSON EQUIPMENT INC.	237.03
	Invoice P31052		11/02/2021 WST-#218 GRIPPER PADS X12	237.03
041053	11/10/2021	010042	J.D. MCARTHUR TIRE SERVICES INC.	569.59
	Invoice 04RO0067596		10/22/2021 WST-#218 SERVICE CALL WHL TORI	569.59
041054	11/10/2021	012010	LIBRARY BOUND INC	3,223.00
	Invoice 30112579		10/21/2021 LIBRARY BOOKS	483.87
	Invoice 30111940		10/14/2021 LIBRARY BOOKS	470.16
	Invoice 30111322		10/07/2021 LIBRARY BOOKS	820.17
	Invoice 30110782		09/30/2021 LIBRARY BOOKS	644.39
	Invoice 30113201		10/27/2021 LIBRARY BOOKS	804.41
041055	11/10/2021	013035	MCDONALD HOME HARDWARE	592.12
	Invoice 104840		10/14/2021 LIB-SINGLE SIDED KEY	3.72
	Invoice 105193		10/25/2021 ARENA-WINDSHIELD ANTIFREEZE	10.83
	Invoice 105219		10/26/2021 ARENA-DRAIN CLEANER	29.36
	Invoice 105476		11/02/2021 ARENA-2X4 SPRUCE X12/PRS TRTD	109.98
	Invoice 105395		10/30/2021 LIB-CHOCOLATE BARS	14.68
	Invoice 105428		11/01/2021 RDS-DISPBL GLOVES/CLEANER/KEY	47.20
	Invoice 105242		10/26/2021 WTR-FAUCET BRKR/SEDIMNT/STOP	34.52

Accounts Payable

CIBC - 1 - Standard Cheque Register By Date

11/01/2021 thru 11/30/2021

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
Invoice	105291		10/28/2021 WST-AAA BATTERIES	30.50
Invoice	105300		10/28/2021 RDS-FAUCT WRENCH/FURN FILTER	59.83
Invoice	105264		10/27/2021 WTR-PRO-DOPE COMPOUND/NIPPLI	41.05
Invoice	105272		10/27/2021 WTR-90 ELBOW	2.81
Invoice	105248		10/26/2021 RDS-ALK PAINT/BRUSH/WHL STRIP	89.24
Invoice	105208		10/26/2021 RDS-MCRO CNTR .7' OVN 700W	112.99
Invoice	105186		10/25/2021 RDS-MGC ERASER SPONGES	5.41
041056	11/10/2021	013058	MINISTER OF FINANCE	95,942.00
Invoice	180510210944086		10/05/2021 2021 CSPT GRANT BALANCE CREDI	-2,999.00
Invoice	181310211117095		10/15/2021 POL-OCT'21 MUN CNTRACT BILLING	98,941.00
041057	11/10/2021	013074	MOON-MATZ LTD.	335.61
Invoice	18976		10/26/2021 R-FLATO GLENELG HYDRO SERVICE	335.61
041058	11/10/2021	015006	OFFICER'S AUTO CARE INC	2,216.16
Invoice	106643		10/29/2021 RDS-BRAKES	2,216.16
041059	11/10/2021	015049	OWEN SOUND POLICE SERVICE	4,950.35
Invoice	4979-21		10/31/2021 FIRE-'21 DISPATCH&NG911 4TH Q	4,950.35
041060	11/10/2021	018027	RIVERSIDE EQUIPMENT REPAIR	65.26
Invoice	11375		10/30/2021 WST-PINS/SHAFT	65.26
041061	11/10/2021	018032	ROBERT'S FARM EQUIPMENT	8,539.14
Invoice	S28050		10/25/2021 RDS-#117 FRONT AXLE FLUID LEAK	8,539.14
041062	11/10/2021	018045	ROUBOS FARM SERVICE LTD	275,357.33
Invoice	116036		10/29/2021 CAP/RD49-PROGRESS PYMT CERT#	275,357.33
041063	11/10/2021	019013	SAUGREEN VALLEY CONSERVATION AU	2,160.00
Invoice	15806		09/30/2021 PL-REVIEW FEES JULY-SEPT	2,160.00
041064	11/10/2021	019019	NFP CANADA CORP	112.00
Invoice	68680		09/14/2021 FIN-A198998 10/1/20-10/1/21	112.00
041065	11/10/2021	019050	SOUTHGATE AUTO GLASS	339.00
Invoice	3509		03/22/2021 FIRE-F250 WINDSHIELD REPLACED	339.00
041066	11/10/2021	019062	STEER ENTERPRISES LTD.	35,992.07
Invoice	01S20498		10/28/2021 FIRE-PUMP REPLACEMENT CNTR SI	35,992.07
041067	11/10/2021	019076	STUTZ BROWN & SELF PROFESSIONAL CORP	368.66
Invoice	33157		11/03/2021 PLAN-S-3746-21 NOTICE TO RGSTR	368.66
041068	11/10/2021	019086	SHRED-IT	87.96
Invoice	8100011878		09/30/2021 CLERKS-SHREDDING SERVICES	87.96
041069	11/10/2021	020021	THE MUNICIPALITY OF WEST GREY	39,658.68
Invoice	8592		09/21/2021 2021 FIRE LEVY	39,658.68
041070	11/10/2021	020026		150.00
Invoice	October 2021		11/04/2021 LIB-OCTOBER CLEANING	150.00
041071	11/10/2021	020032	TOROMONT INDUSTRIES LTD.	96.87
Invoice	PS601083956		10/26/2021 RDS-COVER AS-POS	34.31
Invoice	PS601083957		10/26/2021 RDS-COVER AS-POS	34.31
Invoice	PS601083955		10/26/2021 RDS-DELIVERY CHARGE	28.25

Accounts Payable

CIBC - 1 - Standard Cheque Register By Date

11/01/2021 thru 11/30/2021

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
041072	11/10/2021	020044	TRITON ENGINEERING SERVICES LTD	20,222.05
	Invoice 52478		09/30/2021 R-A4171 FLATO GELENELG SEP PH2	11,055.60
	Invoice 52477		09/30/2021 R-A4169 FLATO N SEPT REVIEW	474.33
	Invoice 52476		09/30/2021 R-A4167 FLATO E PH7/8/10 SEPT	1,982.52
	Invoice 52475		09/30/2021 R-A4165 WHITE ROSE PH3 SEPT	5,390.10
	Invoice 52474		09/30/2021 ARENA-A4155 COLUMN INSP/REPAIR	442.96
	Invoice 52473		09/30/2021 R-A4152 WHITE ROSE SEPT REVIEW	876.54
041073	11/10/2021	022004	VANALSTINE AUTOMOTIVE	576.11
	Invoice 14362		10/04/2021 BLDG-OIL CHANGE	66.20
	Invoice 14511		10/20/2021 RDS-#113 NEW BATTERY	392.66
	Invoice 14481		10/18/2021 RDS-#316 OIL CHANGE	117.25
041074	11/10/2021	022012	VAN HARTEN SURVEYING INC.	8,874.90
	Invoice 00064262		10/28/2021 ED-PROJ30155-21 REFERENCE PLAI	8,874.90
041075	11/10/2021	023008	WASTE MANAGEMENT	10,872.20
	Invoice 0004098-0677-5		11/01/2021 WASTE-RECYCLING	10,872.20
041076	11/10/2021	023044	WAGGS LTD.	50.85
	Invoice 304311		10/19/2021 LIB-MAT CLEANING SERVICES	50.85
041077	11/10/2021	026001	ZEKE AIR HEATING & COOLING	3,040.64
	Invoice 9880		10/19/2021 LIB-SPPLY/INSTL LIFE BREATHE	3,040.64
041078	11/10/2021	098001		1,120.00
	Invoice 0061231-1		10/25/2021 AG-OWDCP CLAIM REIMBURSEMEN	1,120.00
041079	11/10/2021	098002		250.00
	Invoice 2021-258		10/25/2021 FINAL INSPECTION DEPOSIT RFND	250.00
041080	11/10/2021	098002		631.34
	Invoice SP14-21		11/08/2021 CONTINGENCY FEE RFND ACCT#721	631.34
041081	11/10/2021	098002		255.00
	Invoice 17228		10/29/2021 ACCDNTL CHRGR WASTE BIN REFUN	255.00
041082	11/10/2021	098002	PALLISTER FARMS LIVESTOCK LTD	240.00
	Invoice C3-21/C9-21		10/28/2021 RFND OVERPMT ON 2 ZONING FILES	240.00
041083	11/10/2021	098002		250.00
	Invoice 2020-415		10/29/2021 FINAL INSPECTION DEPOSIT RFND	250.00
041084	11/10/2021	098002		250.00
	Invoice 2021-154		10/25/2021 FINAL INSPECTION DEPOSIT RFND	250.00
041085	11/10/2021	099002	BEN HOPKINS EXCAVATING INC.	2,779.80
	Invoice 21-025		10/28/2021 RDS-CULVERT REPLCMNT RD14&57	2,779.80
041086	11/10/2021	099002		60.00
	Invoice 0061231-1		10/25/2021 AG-OWDCP 1 LIVESTOCK EVAL	60.00
041087	11/10/2021	099003	D'ARCEY SAND & GRAVEL LTD.	1,542.45
	Invoice 23516		10/27/2021 CAP/RD49-10.5HR LIVE BOTTOM	1,542.45
041088	11/10/2021	099005	LARRY BYE MOBILE REPAIR	1,062.55
	Invoice 25876		10/28/2021 FIRE-ANLN SFTY INSP/FULL SRVC	1,062.55

Accounts Payable

CIBC - 1 - Standard Cheque Register By Date

11/01/2021 thru 11/30/2021

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
041089	11/10/2021	099008	VEN-REZ PRODUCTS LTD.	
	Invoice 665051		10/28/2021 CAP/LIB-SLATWALL DISP/END PANL	3,689.00
041090	11/23/2021	001004	BARCLAY WHOLESALE	68.37
	Invoice 47756		11/15/2021 ARENA-BLADE SHARPENING	68.37
041091	11/23/2021	001014	ADVANEDGE TECHNOLOGIES	286.34
	Invoice 860		11/01/2021 RDS-CATCH BASIN BRACKETS	286.34
041092	11/23/2021	001044	ANCHEM SALES	944.68
	Invoice 740		11/04/2021 WATER CHEMICALS	1,012.48
	Invoice 1224		11/01/2021 WTR-PALLET REFUNDABLE DEPOSI	-67.80
041093	11/23/2021	002017	BELL MOBILITY - W.P.C.I. CEDAR POINT	197.75
	Invoice CEDARIN11836		10/20/2021 PROPSTND-BYLAWS SMARTPHONE	197.75
041094	11/23/2021	002047	BROADLINE EQUIPMENT RENTALS LTD	2,570.65
	Invoice 88312		11/08/2021 RDS-REVERSE PLATE PACKER	152.45
	Invoice 88184		11/05/2021 RDS-REVERSE PLATE PACKR-CULV	146.90
	Invoice 88142		11/03/2021 RDS-MOVE EXCVT HOLST-STHGRD	203.40
	Invoice 88060		11/05/2021 RDS-HOLST PKG LOT MINI EXCVTR	2,067.90
041095	11/23/2021	003076	STAPLES PROFESSIONAL	509.91
	Invoice 57630806		11/10/2021 FIN-LEGAL FILE FOLDERS	73.90
	Invoice 57525563		11/01/2021 EMGEVNT/FIN-GLOVES/MASK/SPOC	356.60
	Invoice 57695618		11/17/2021 FIN/BLD-WIRELESS MOUSE/LABELS	79.41
041096	11/23/2021	004071	DUNDALK FOODLAND	5.07
	Invoice Tran5600		10/20/2021 WTR-SANDWICH BAGS	5.07
041097	11/23/2021	005015	EHITEL NETWORKS INC	146.89
	Invoice ET-167679		11/15/2021 FIN-OFFICE INTERNET	146.89
041098	11/23/2021	006027	PETER DILWORTH REFRIGERATION LTD.	2,562.84
	Invoice 912521		11/04/2021 WST-OZONE RECORDS/81 UNITS	2,562.84
041099	11/23/2021	007002	G & G ICE SERVICES	800.00
	Invoice November 17 2021		11/17/2021 AREN-ICECAP PAINT/GOAL CRS KIT	800.00
041100	11/23/2021	008027	HIGHLAND SUPPLY	274.53
	Invoice 301043		11/04/2021 RDS-#113 LINCH/TOP LINK PINS	19.26
	Invoice 301110		11/08/2021 RDS-B10 DRY DIAMOND C X2	255.27
041101	11/23/2021	008040	HURONIA/MED-E-OX LTD.	124.02
	Invoice D79357		10/08/2021 ARENA-PROPANE CYLINDERS	62.01
	Invoice D79359		10/14/2021 ARENA-PROPANE CYLINDERS	62.01
041102	11/23/2021	008041	HWY 4 TRUCK SERVICE LTD.	1,622.60
	Invoice 106845		11/18/2021 RDS-COOLANT RESERVOIR TANK	415.73
	Invoice 106695		11/11/2021 WST-#218 RVRS ALARM INSTALL	81.53
	Invoice 106557		11/05/2021 WST-#218 HYDRAULC TANK/FILTER	1,125.34
041103	11/23/2021	010007	J.J. MCLELLAN & SON LIMITED	256.22
	Invoice W89593		11/17/2021 RDS-NEW FURNACE SWITCH/FILTER	256.22
041104	11/23/2021	010042	J.D. MCARTHUR TIRE SERVICES INC.	54.18
	Invoice 04RO0068000		11/08/2021 RDS-#315 TIRE CHANGEOVER	54.18

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11/01/2021 thru 11/30/2021

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
041105	11/23/2021	013035	MCDONALD HOME HARDWARE	416.80
	Invoice 105782		11/11/2021 TOWN HALL-KEY CUT	3.72
	Invoice 104965		10/18/2021 TOWNHALL-CABL CNCTRS/CORD	31.62
	Invoice 105603		11/05/2021 ARENA-JNT PREMIX CMPND	16.94
	Invoice 105566		11/04/2021 ARENA-4X8' STD	16.94
	Invoice 105342		10/29/2021 RDS-HOLSTEIN DEPOT KEY/CHAIN	12.16
	Invoice 105918		11/16/2021 SEWER-REPAIR TAPE/CBL TIES	10.80
	Invoice 105931		11/16/2021 RDS-ANGL BROOM/MSKG TAPE/KNII	31.95
	Invoice 105596		11/05/2021 RDS-10LB RAGS/FOAM SPRY SEALN	24.84
	Invoice 105554		11/04/2021 WST-CO PLUG IN DETECTOR X2	60.95
	Invoice 105867		11/15/2021 SEWER-DISH DRAINER/EXTNS POLE	99.01
	Invoice 105739		11/10/2021 WTR-BLUE FOAM SHEET/PIPE INSUI	45.80
	Invoice 105691		11/09/2021 WST-GLOVES	48.52
	Invoice 106076		11/19/2021 ARENA-FURNACE FILTERS	13.55
041106	11/23/2021	013058	MINISTER OF FINANCE	108,166.43
	Invoice 1-118793016-7		11/01/2021 AG-TILE DEBENTUR 2014-12 REPAY	6,345.03
	Invoice 1-116954030-9		11/01/2021 AG-TILE DEBENTUR 2012-12 REPAY	2,880.40
	Invoice 281011211114071		11/15/2021 POL-2021 NOVEMBER CONTRACT BI	98,941.00
041107	11/23/2021	013097	MCDUGALL ENERGY INC.	15,965.84
	Invoice 5452059		11/10/2021 MUNICIPAL OFFICE REGULAR GAS	1,821.31
	Invoice 5451953		11/12/2021 HOLSTEIN DEPOT DYED DIESEL	1,551.69
	Invoice 5447396		11/10/2021 MUNICIPAL OFFICE CLEAR DIESEL	6,236.12
	Invoice 5447379		11/10/2021 MUNICIPAL OFFICE DYED DIESEL	2,707.60
	Invoice 5440010		11/03/2021 HOLSTEIN DEPOT DYED DIESEL	3,002.69
	Invoice 5440008		11/03/2021 HOLSTEIN DEPOT REGULAR GAS	646.43
041108	11/23/2021	015006	OFFICER'S AUTO CARE INC	404.54
	Invoice 106777		11/03/2021 RDS-#312 STARTER REPLACE	404.54
041109	11/23/2021	016014	PENINSULA OVERHEAD DOORS	1,484.40
	Invoice 158928		11/05/2021 RDS-REPLACE CPS EI-1 MAN&EQUIF	364.41
	Invoice 158965		11/10/2021 WST-GEN SRVICE-REPLACE SPRINK	1,119.99
041110	11/23/2021	019051	SPARLING'S PROPANE	1,763.17
	Invoice 88725065887571		11/15/2021 WST-WLR PROPANE	1,763.17
041111	11/23/2021	019076	STUTZ BROWN & SELF PROFESSIONAL CORP	8,838.30
	Invoice 33133		10/29/2021 BLDG-S-3481-18 ORDER TO COMPLY	8,838.30
041112	11/23/2021	020006		60.00
	Invoice 0062211-1		11/12/2021 AG-LIVESTOCK EVALUATION 1VISIT	60.00
041113	11/23/2021	020044	TRITON ENGINEERING SERVICES LTD	13,989.64
	Invoice 52507		09/30/2021 CAP-M5619 MAIN RECONST AUG-SE	3,442.21
	Invoice 52541		09/30/2021 CAP-W4609 WW EA STUDY SEPT	1,650.37
	Invoice 52539		09/30/2021 CAP-T4612 ELVTD WATER TWR SEP	946.38
	Invoice 52508		09/30/2021 CAP-M5621 VICTORIA RECONST SEI	7,950.68
041114	11/23/2021	020049	THE WELLINGTON ADVERTISER	388.16
	Invoice 272664		11/04/2021 PLN-VITRUAL MTG AMEND COMP ZC	388.16
041115	11/23/2021	022008	VIKING CIVES LTD	112.01
	Invoice 2703153		11/10/2021 RDS-BOLT DRILLD/NUT HEX/FLATW	112.01
041116	11/23/2021	023044	WAGGS LTD.	53.39

Accounts Payable

CIBC - 1 - Standard Cheque Register By Date

11/01/2021 thru 11/30/2021

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
	Invoice 318211		11/16/2021 LIB-MAT CLEANING SERVICES	53.39
041117	11/23/2021	098001		280.00
	Invoice 006221-1		11/12/2021 AG-OWDCP CLAIM REIMBURSEMEN	280.00
041118	11/23/2021	098002	BLUEWATER DISTRICT SCHOOL BOARD	3,000.00
	Invoice 2021-163/217/218		11/10/2021 FINAL INSPECTION DEPOSIT RFND	3,000.00
041119	11/23/2021	098002		250.00
	Invoice 2020-157		11/10/2021 FINAL INSPECTION DEPOSIT RFND	250.00
041120	11/23/2021	098002		250.00
	Invoice 2021-24		11/10/2021 FINAL INSPECTION DEPOSIT RFND	250.00
041121	11/23/2021	098002	JDC CUSTOM HOMES INC.	400.00
	Invoice 2021-25		10/18/2021 ENTRANCE PERMIT DEPOSIT REFUI	400.00
041122	11/23/2021	098002		400.00
	Invoice 2021-33		10/29/2021 ENTRANCE PERMIT DEPOSIT REFUI	400.00
041123	11/23/2021	098002		1,000.00
	Invoice 2020-377		11/10/2021 FINAL INSPECTION DEPOSIT RFND	1,000.00
041124	11/23/2021	098002		250.00
	Invoice 2021- 25		11/10/2021 FINAL INSPECTION DEPOSIT RFND	250.00
041125	11/23/2021	098002		600.00
	Invoice 2021-23		10/29/2021 ENTRANCE PERMIT DEPOSIT REFUI	600.00
041126	11/23/2021	098002		500.00
	Invoice 2021-363/364		11/10/2021 FINAL INSPECTION DEPOSIT RFNDS	500.00
041127	11/23/2021	098002		30.10
	Invoice 29791000		11/16/2021 PAP OVERPYMT ON WATER ACCT	30.10
041128	11/23/2021	099002	COLOURPIX	146.90
	Invoice 3513		11/18/2021 LIB-GREY CTY READS PRGM '21-22	146.90
041129	11/23/2021	099006	OACFP	111.87
	Invoice 20978		11/09/2021 CEMETERY ADM MEMBER REGISTR	111.87
041130	11/23/2021	099006	ORANGEVILLE LOCK & DOOR SERVICES	1,084.80
	Invoice 11-21-0127		11/14/2021 AREN-SUPPLY/INSTL DOOR/FRA	1,084.80
041131	11/23/2021	099007	RURAL RESCUE TRAINING	5,339.25
	Invoice 2217		10/27/2021 BLD/WST/LIB-STND FIRST AID CRS	1,525.50
	Invoice 2176		10/01/2021 RD/CLRK/FIN/REC-STND FIRST AID	1,372.95
	Invoice 2184		10/05/2021 RDS-STND FIRST AID BLENDED X9	1,372.95
	Invoice 2211		10/24/2021 LIB/RDS-STND FIRST AID CRSE X7	1,067.85
041132	11/23/2021	099008	TROJAN UV	624.78
	Invoice SLS/10314121		11/04/2021 WTR-PLC AB CMPT LOGIX MDL 16DI	624.78
041133	11/23/2021	099009		4,124.50
	Invoice #2125		11/01/2021 CAP/CNCL-WALL INSTAL FINAL DEP	4,124.50

Cheque Register Total - 750,390.66

Accounts Payable

CIBC - 2 - Online Cheque Register By Date

11/01/2021 thru 11/30/2021

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
001276	11/10/2021	005006	EASTLINK	355.75
	Invoice 17521576		11/03/2021 LIB-NOVEMBER INTERNET	101.65
	Invoice 17521579		11/03/2021 ARENA-NOVEMBER INTERNET	84.70
	Invoice 17521588		11/03/2021 RDS/FIRE-NOVEMBER INTERNET	84.70
	Invoice 17521577		11/03/2021 REC-FMAC NOVEMBER INTERNET	84.70
001277	11/10/2021	008026	HIGHLAND FUELS DUNDALK LTD.	1,243.14
	Invoice 09/30/2021		09/30/2021 FIRE-SEPTEMBER FUEL	159.02
	Invoice 10/31/21		10/31/2021 FIRE-OCTOBER FUEL +FC025176	1,084.12
001278	11/10/2021	008039	HURON BAY CO-OPERATIVE INC.	44.85
	Invoice 189392		10/22/2021 CEM-10X14 TARP/POLY ROPE	44.85
001279	11/10/2021	009004	IDEAL SUPPLY INC.	1,119.33
	Invoice 3227330		10/25/2021 RDS-CONVEX MIRROR 12" X2	123.85
	Invoice 3228052		10/25/2021 RDS-HD LUBE FILTER	21.32
	Invoice 3228049		10/25/2021 RDS-BRAKE&PRTS KLEENX24/NATU	89.25
	Invoice 3226652		10/25/2021 RDS-W/W TURBO -40 X40/ICE SALT	203.29
	Invoice 3226517		10/25/2021 RDS-UNIT 100 LUBE FILTER	98.81
	Invoice 3226851		10/25/2021 RDS-UNIT 212 CARTRIDGE LUBE	67.96
	Invoice 3078231		09/15/2021 TEE ENDS TUBE CN M RTN#3069529	-35.01
	Invoice 3231833		10/26/2021 RDS-#212 FUEL/WTR SEPRT FILTER	26.83
	Invoice 3226679		10/25/2021 RDS-#216 HD COOLANT FILTER	12.51
	Invoice 3229521		10/26/2021 RDS-#216 CRTDG LUBE/FUEL FILTR	141.82
	Invoice 3229493		10/26/2021 RDS-OFFICE ICE SALT X10 BAGS	67.69
	Invoice 3257892		11/02/2021 JHSC-ONTARIO FIRST AID KIT	42.25
	Invoice 3257907		11/02/2021 JHSC-ONTARIO FIRST AID KITS X3	126.75
	Invoice 3254393		11/01/2021 RDS-22" WINTER WIPER BLADES X6	132.01
001280	11/10/2021	002053	BRUCE TELECOM	22.54
	Invoice 11/04/2021		11/04/2021 CLERKS-WEBHOSTING/DOMAIN NA	22.54
001281	11/10/2021	016015	PEPSI BOTTLING GROUP	557.49
	Invoice 09665708		10/21/2021 ARENA-POP/WATER CASES	557.49
001282	11/23/2021	002013	BELL CANADA	3.47
	Invoice Nov12021-5199233248		11/01/2021 FIN-TOLL FREE PHONE	3.47
001283	11/23/2021	002018	BELL MOBILITY CELLULAR	896.74
	Invoice October 8, 2021		10/08/2021 CELLULAR PHONES	896.74
001284	11/23/2021	008026	HIGHLAND FUELS DUNDALK LTD.	1,046.42
	Invoice 10/31/2021		10/31/2021 RDS/REC-OCTOBER FUEL	1,046.42
001285	11/23/2021	008039	HURON BAY CO-OPERATIVE INC.	197.74
	Invoice 187570		09/20/2021 RDS-PREM LAWN MIXTURE 25KG	197.74
001286	11/23/2021	009004	IDEAL SUPPLY INC.	222.95
	Invoice 3165802		10/08/2021 WTR-WTR BASED MARKNG PAINT X	176.28
	Invoice 3167940		10/08/2021 RDS-#118 MOBIL10W30/SPINON LUB	46.67
001287	11/23/2021	021006	US BANK NATIONAL ASSOCIATION	3,891.30
	Invoice 11/08/21		11/08/2021 CORPORATE VISA	3,891.30

Cheque Register Total - 9,601.72

Accounts Payable

CIBC - 3 - PAP Cheque Register By Date

11/01/2021 thru 11/30/2021

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
000024	11/23/2021	005026	ENBRIDGE GAS INC.	2,116.56
Invoice	Nov10-052156187510	11/10/2021	RDS-DDLK WORKS NATURAL GAS	266.86
Invoice	Nov10-052156524134	11/10/2021	TOWN HALL-NATURAL GAS	231.30
Invoice	Nov10-052156797414	11/10/2021	FIRE-NATURAL GAS	263.05
Invoice	Nov10-052156259413	11/10/2021	SEWER-NATURAL GAS	492.85
Invoice	Nov10-910000706033	11/10/2021	REC-POOL NATURAL GAS	158.84
Invoice	Nov10-910034079876	11/10/2021	ARENA-NATURAL GAS	703.66
Cheque Register Total -				2,116.56

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11/01/2021 thru 11/30/2021

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
000343	11/10/2021	002013	BELL CANADA	1,119.98
	Invoice Nov1-5199232110		11/01/2021 FIN-OFFICE TELEPHONE	322.26
	Invoice Nov1-5199233431		11/01/2021 ARENA-TELEPHONE	44.63
	Invoice Nov1-5199231105		11/01/2021 FIRE/EMERG-TELEPHONE	279.30
	Invoice Nov1-5193343581		11/01/2021 RDS-HOLSTEIN TELEPHONE	89.02
	Invoice Nov1-5199235150		11/01/2021 WATER-WELL 4 TELEPHONE	44.51
	Invoice Nov1-5199235054		11/01/2021 RDS-DUNDALK TELEPHONE	44.53
	Invoice Nov1-5199232512		11/01/2021 REC-POOL TELEPHONE	62.25
	Invoice Nov1-5199239198		11/01/2021 WATER-WELL 5 TELEPHONE	44.51
	Invoice Nov1-5199233483		11/01/2021 WATER-WELL 3 TELEPHONE	44.51
	Invoice Nov1-5199233248		11/01/2021 LIB/POL-TELEPHONE	99.95
	Invoice Nov1-5199239156		11/01/2021 SEWER-TELEPHONE	44.51
000344	11/10/2021	008044	HYDRO ONE NETWORKS INC.	15,338.55
	Invoice November 4, 2021		11/04/2021 ELECTRICITY CHARGES	15,338.55
000345	11/23/2021	019080	SUN LIFE ASSURANCE COMPANY OF CANADA	12,226.19
	Invoice November 11, 2021		11/11/2021 EMPLOYEE BENEFITS	12,226.19
000346	11/23/2021	020038	TOWNSHIP OF SOUTHGATE	5,309.24
	Invoice 176163		11/10/2021 LIB/POL/ED-SEPT&OCT WATER CHR	152.36
	Invoice 174004		09/21/2021 LIB/POL/ED-SPECIAL WATER BILL	61.20
	Invoice 176210		11/10/2021 TOWNHALL-SEPT&OCT WATER CHR	168.17
	Invoice 173918		09/21/2021 TOWNHALL-SPECIAL WATER BILL	18.00
	Invoice 175864		11/10/2021 RDS-DDLK WORKS SEPT&OCT WAT	185.85
	Invoice 173993		09/21/2021 RDS-DDLK WORKS SPECIAL WATER	63.15
	Invoice 176203		11/10/2021 REC/POOL-SEPT&OCT WATER CHR	1,510.19
	Invoice 176162		11/10/2021 REC-CAMPGROUND SEPT&OCT WA	365.81
	Invoice 176161		11/10/2021 REC-LAWN BOWLING SEPT&OCT W/	7.66
	Invoice 174054		09/21/2021 FIRE-SPECIAL WATER BILL	309.00
	Invoice 175868		11/10/2021 FIRE-SEPT&OCT WATER CHARGES	319.70
	Invoice 175863		11/10/2021 ARENA-SEPT&OCT WATER CHARGE	1,587.45
	Invoice 174051		09/21/2021 ARENA-SPECIAL WATER BILL	332.34
	Invoice 176196		11/10/2021 REC/FMAC-SEPT&OCT WATER CHR	166.26
	Invoice 173983		09/21/2021 REC/FMAC-SPECIAL WATER BILL	62.10
Cheque Register Total -				33,993.96

Accounts Payable

CIBC - 5 - Direct Deposit Cheque Register By Date

11/01/2021 thru 11/30/2021

Cheque Number	Cheque Date	Vendor Nbr	Payee	Cheque Amount
000128	11/12/2021	006014	FIRM GRIP PROPERTY MAINTENANCE	2,508.51
	Invoice 1830		10/01/2021 LIB-SEPTEMBER 5 CLEAN/SUPPLIES	359.35
	Invoice 1729		09/22/2021 FIRE-RD14 FLOAT ROLLER/TOPSOIL	1,796.70
	Invoice 1781		09/30/2021 FIRE-SEPT 2 CLEANS & SUPPLIES	252.00
	Invoice 1885		10/31/2021 FIRE-OCTOBER 1 CLEAN/DISINFCNT	100.46
000129	11/12/2021	008024	HETEK SOLUTIONS INC.	158.20
	Invoice INV0040340		10/12/2021 FIRE-MOBILE CALIBRATION SRVC	158.20
000130	11/12/2021	016025	PITNEY BOWES LEASING	471.21
	Invoice 3201843576		11/03/2021 POSTAGE METER CNTRCT SEP8-DE	471.21
000131	11/12/2021	020022	THE MURRAY GROUP LIMITED	6,024.19
	Invoice 2490917		10/25/2021 RDS-COLD MIX	2,033.05
	Invoice 2500514		11/01/2021 RDS-HL-3 HOT MIX	3,991.14
Cheque Register Total -				9,162.11

UPPER GRAND WATERSHED COMMITTEE MEETING ATTENDANCE-2021

Date	Peter Turrell Grand Valley Rep.	Christine Winder East Garafraxa Rep	Chris Gerrits Amaranth	Heather Foster Amaranth	Chair-Lenora Banfield East Garafraxa	Steve Soloman Grand Valley	Wayne Hannon Melancthon	Barbara Dobreen Southgate
25-Feb-21	YES	YES	YES	YES	YES	NO	YES	YES
27-May-21	NO	YES	YES	YES	YES	YES	YES	YES
26-Aug-21	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG
25-Nov-21	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG

Grand River Conservation Authority

Report number: GM-11-21-80

Date: November 26, 2021

To: General Membership of the Grand River Conservation Authority

Subject: Draft Transition Plan – Requirement under Ontario Regulation 687/21

Recommendation:

THAT the Grand River Conservation Authority Draft Transition Plan be approved; and
THAT the Draft Transition Plan be circulated to all participating municipalities; and
THAT the finalized Transition Plan be presented to the General Membership for approval at the December meeting.

Summary:

Under *Ontario Regulations 687/21*, the Grand River Conservation Authority (GRCA) is required to develop a Transition Plan that outlines the process the conservation authority will go through to transition to the new funding/levy framework. The regulation requires that this Transition Plan be submitted to the Ministry of Environment, Conservation and Parks and posted to the website by December 31, 2021. This Plan will also be circulated to all participating municipalities.

Attached to this report is the draft GRCA Transition Plan with process milestones and timelines to complete the transition period by January 1, 2024.

Report:

On October 4, 2021 the Ministry of Environment, Conservation and Parks (MECP) released the Phase 1 regulations to implement amendments to the *Conservation Authorities Act*. Report GM-21-10-75: Conservation Authorities Act Amendments- Phase 1 Regulation and Timelines provides an overview of the Phase 1 Regulations and associated deliverables and timelines.

The following regulations were included in the Phase 1 release:

- *Ontario Regulation 686/21*: Mandatory Programs and Services
- *Ontario Regulation 687/21*: Transition Plans and Agreements for Programs and Services
- *Ontario Regulation 688/21*: Rules of Conduct in Conservation Areas.

Under *Ontario Regulation 687/21*: Transition Plans and Agreements for Programs and Services, the regulation requires each conservation authority to create a Transition Plan that outlines the steps to develop an inventory of programs and services (category 1-3) and to enter into agreements with participating municipalities to fund category 2: Municipal programs and services. The Transition Period starts on the date the regulation was released and finishes on January 1, 2024.

The purpose of the transition period is to prepare conservation authorities and municipalities for the change to the budgeting process based on the delivery of Category 1-3 programs and services by January 1, 2024.

The first deliverable in the transition period is to develop and gain approval of the Transition Plan. The Transition Plan consists of a workplan/timeline and the consultation process with

participating municipalities on the inventory of all the GRCA's programs and services. This plan is required to be submitted to the MECP and to be made available to the public by December 31, 2021. This plan must also be circulated to all participating municipalities.

The first phase of the transition period requires an inventory of GRCA's programs and services. The inventory will list all the programs and services that the authority GRCA is providing as of February 28, 2022 and those that it intends to provide after that date. The inventory will include information about the sources of funding and categorize all programs and services based on the following: 1 – mandatory programs and services; 2 – municipal programs and services; and 3 – other programs and services.

The second phase of the Transition Period includes developing and finalizing the conservation authority/municipal agreements in accordance with any regulations governing municipal programs and services. These agreements must be complete by January 1, 2024.

Throughout the Transition Period the GRCA is required to submit six quarterly progress reports to the MECP on July 1, 2022, October 1, 2022, January 1, 2023, April 1, 2023, July 1, 2023 and October 1, 2023. The progress reports will include any comments received/changes to the inventory, an update on the progress of negotiations of agreements, and any difficulties that the GRCA is experiencing with concluding the requirements prior to the end of the Transition Period.

A final report is to be submitted to MECP and each participating municipality by January 31, 2024 including the final version of the Inventory of Programs and Services and confirmation that the authority has entered into all necessary cost apportioning agreements. This report also has to be posted on the website.

The attached provides the draft GRCA Transition Plan and timelines.

Financial Implications:

Not applicable.

Other Department Considerations:

Not applicable.

Submitted by:

Samantha Lawson

Chief Administrative Officer

Grand River Conservation Authority Transition Plan

Date: November 26, 2021

Amendments:

Background

In 2015, the Province initiated a review of the *Conservation Authorities Act*. Since then, Bill 139 (2017), Bill 108 (2019) and Bill 229 (2020) have been passed that included several amendments to the Act. The purpose of these amendments are to provide greater transparency, consistency, accountability and governance for Conservation Authorities. On October 4, 2021 the Ministry of Environment, Conservation and Parks (MECP) released the Phase 1 regulations to implement a portion of the amendments that were made to the *Conservation Authorities Act*. *Ontario Regulation 687/21: Transition Plans and Agreements for Programs and Services* was part of this grouping and requires the Grand River Conservation Authority (GRCA) to have a Transition Plan that outlines the steps to be taken to develop an inventory of programs and services and to enter into agreements with participating municipalities to fund municipal driven programs and services through a levy. It also establishes the transition period and timelines to enter into those agreements.

The purpose of the Transition Plan is to prepare the GRCA and participating/watershed municipalities for the change to the budgeting process based on the delivery and funding of the three categories of programs and services. These categories include:

1. mandatory programs and services where municipal levy could be used without any agreement;
2. programs and services subject to municipal approval and municipal funding through a MOU;
3. other programs and services an Authority determines are advisable, with alternate funding (e.g., provincial, federal, municipal agreement and/or self-generated revenue)

Under Regulation 687/21, the transition period is to be completed no later than January 1, 2024.

There are two main components to the transition period. The first part is to develop a Transition Plan which consists of a workplan/timeline for the completion of major milestones during the transition period, process of consulting and negotiating with municipalities on Memorandums of Understandings (MOUs) for the delivery of municipal requested programs and services and a draft inventory of programs and services offered by the GRCA. This Transition Plan is to be completed and submitted to MECP no later than December 31, 2021 and posted to the GRCA's website.

A final version of the inventory for programs and services is required to be circulated to participating municipalities and submitted to the MECP no later than February 28, 2022. The inventory for programs and services must also be posted to the GRCA's website.

The second part of the transition period includes developing, , negotiating and finalizing agreements (MOUs) with municipalities in accordance with the regulation for municipal programs and services. These agreements must be in place (Municipal Council and the General Membership approved) by January 1, 2024.

General Membership of the GRCA Approval Process

The General Membership of the GRCA is required to approve the Transition Plan and the Inventory of Programs and Services prior to the submission to MECP, circulation to municipalities and posting on the GRCA's website.

Recognizing the amount of work and input required by the GRCA to meet the transition date of January 1, 2024, the General Membership established an Ad-Hoc Governance Committee (Resolution No. 21-03 -January 22, 2021) to provide input and direction to staff on adapting to the changes of the *Conservation Authorities Act* and subsequent Regulations. This committee will meet regularly throughout the transition period.

Tracking of negotiations and milestones throughout the transition period will be provided to the Ad-hoc Committee for consultation and to the General Membership for approval. These quarterly reports will then be submitted to MECP and posted to the GRCA's website. Once the MOUs are approved by the General Membership and Municipal Council, these agreements will be made available to the public on the GRCA website.

The final submission report to MECP will contain all approved MOUs and the final Inventory of Programs and Services. This submission is due on January 31, 2024 and is the end of the transition period. The 2024 GRCA budget will reflect the revised funding framework.

Municipal Consultation Process

The GRCA has 38 watershed municipalities and 22 participating municipalities within its jurisdiction. Participating municipalities contribute to the general levy and also appoint members to the GRCA Board of Directors. The following are designated under the *Conservation Authorities Act* as GRCA participating municipalities:

- Town of Grand Valley
- Township of Amaranth
- Township of Melancthon
- Township of East Garafraxa
- Township of Southgate
- Township of Mapleton
- Township of Wellington North
- Township of Centre Wellington
- Town of Erin
- Township of Guelph/Eramosa
- Township of Puslinch
- City of Guelph
- Region of Waterloo
- Municipality of North Perth
- Township of Perth East
- Halton Region
- City of Hamilton
- Oxford County
- County of Brant
- City of Brantford
- Haldimand County
- Norfolk County

All participating municipalities will be circulated a copy of the approved GRCA Transition Plan.

Consultation with the participating municipalities will be ongoing throughout the transition period. Key contacts and timelines/meetings will be established with all participating municipalities and other interested watershed municipalities. Input received through these discussions and negotiations will be incorporated into the Inventory of Programs and Services on a continuous basis. GRCA staff will also be available to attend any council meeting, where requested.

Adjacent Conservation Authority Consultation Process

The GRCA shares municipal boundaries with 10 adjacent Conservation Authorities. It will be important to maintain contact and consult with senior staff at adjacent Conservation Authorities during the development of their Transition Plans, Inventory of Programs and Services and also when negotiating MOUs with shared municipalities. Wherever possible, staff will strive for consistency amongst the adjacent Conservation Authorities on terminology, conditions of agreements, etc.

The GRCA shares municipal boundaries with the following Conservation Authorities:

- Maitland Valley Conservation Authority
- Credit Valley Conservation
- Niagara Conservation Authority
- Hamilton Conservation Authority
- Conservation Halton
- Nottawasaga Valley Conservation Authority
- Grey Sauble Conservation
- Saugeen Conservation
- Upper Thames Conservation Authority
- Long Point Conservation Authority

Timelines and Deliverables during the Transition Period

Chart 1 and 2 provide a list of activities, deliverables and points of contact that the GRCA will complete in order to come into conformance with the new regulations. Any changes to timelines will require consultation with the Ad-hoc Committee, approval from the GRCA General Membership and identification/justification in the quarterly reports submitted to the MECP. Should the GRCA require an extension to the transition period, a request must be submitted to MECP prior to October 1, 2023 and approved by the General Membership.

End of Transition Period

As of January 1, 2024 all required MOUs will be in place and the new funding framework will be incorporated into the GRCA 2024 budget. The transition period will end unless the GRCA has requested an extension from the MECP.

A final report is to be submitted to MECP and each participating municipality by January 31, 2024 including the final version of the Inventory of Programs and Services and confirmation that the GRCA has entered into all necessary cost apportioning agreements. This final report will also be posted on the GRCA website.

Year		2021				2022	
Part 1: Transition Plan	Task	Sept.	Oct.	Nov.	Dec.	Jan	Feb
	Draft Transition Plan and determine process for consultation with participating municipalities (identification of other municipalities to be consulted)	X	X	X	X		
	Preliminary meetings with participating municipal staff on new regulations, timelines and initial discussion on municipal process and needs to complete required deliverables (where possible)	X	X	X	X		
	Internal consultation and creation of Programs and Services (P&S) Inventory, categorization P&S, determine high level costing		X	X	X		
	Prepare/update list of current municipal MOUs		X	X	X		
	Meet with Ad-hoc Committee* on draft Transition Plan and P&S Inventory, setting guiding principles and expectations for transition period		X	X	X		
	Meeting with adjacent Conservation Authorities to discuss timelines and P&S Inventory to facilitate consistent approach to January 1, 2024 deadline (where possible)		X	X	X		
	Presentations to Municipal council on new regulations and draft documents (when requested).			X	X	X	X
	Obtain approval from GRCA Board on Transition Plan			X	X		
	Circulation of Transition Plan to participating municipalities and other municipalities by request				X		
	Posting of Transition Plan to GRCA website				X		
	Submit Transition Plan to MECP				X		
	Meet with Ad-hoc Committee* on draft P&S Inventory (feedback incorporated from municipal/CA discussions)			X	X	X	
	Obtain approval from GRCA Board on P&S Inventory					X	
	Circulate P&S Inventory to participating and other municipalities						X
	Submit P&S Inventory to MECP						X
	Post P&S inventory to website						X

*Ad-Hoc Governance Committee, General Membership of the Grand River Conservation Authority

Year		2022												2023												2024
Part 2: MOUs/Agreements	Task	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
	Identify existing MOUs and prepare amendments to address regulations	X	X	X																						
	Draft template MOU for P&S Inventory that do not have any agreements			X	X	X	X																			
	Negotiate with participating municipalities and other municipalities on new MOUs	X	X	X	X	X	X			X	X	X	X	X	X	X	X	X	X			X	X			
	Meet with Ad-hoc Committee* to provide update/seek direction on negotiation/consultation process				X				X				X				X				X			X		
	Provide status reports to GRCA Board		X				X				X			X			X		X				X			
	Meet with adjacent CAs to discuss shared MOUs (where possible)	X	X	X			X	X	X			X	X	X			X	X	X							
	Submit 1 st progress report to MECP		X																							
	Submit 2 nd progress report to MECP							X																		
	Submit 3 rd progress report to MECP										X															
	Submit 4 th progress report to MECP													X												
	Submit 5 th progress report to MECP																X									
	Submit 6 th progress report to MECP																			X						
	Submit 7 th progress report to MECP																									
	Present to Municipal Councils on MOUs, P&S Inventory, etc.(where requested)																	X	X	X	X	X	X	X	X	
	Process for draft 2024 GRCA Budget																			X	X	X	X	X	X	X
	GRCA Board approval/ Municipal Council approval of MOUs																	X	X	X	X	X	X	X	X	
	Posting of MOUs to GRCA website																								X	
	Final Submission to MECP																									X

*Ad-Hoc Governance Committee, General Membership of the Grand River Conservation Authority



Grand River Conservation Authority

Summary of the General Membership Meeting – November 26, 2021

To GRCA/GRCF Boards and Grand River watershed municipalities - Please share as appropriate. This [water quality presentation](#) is also being circulated for your information.

Action Items

The Board approved the resolutions in the following reports as presented in the agenda:

- GM-11-21-80 - Draft Transition Plan - Requirement under Ontario Regulation 687/21
- GM-11-21-88 - Financial Summary
- GM-11-21-83 - Conservation Area User Fees 2022
- GM-11-21-79 - Permit, Planning and Inquiry Fee Schedule 2022
- GM-11-21-82 - Water and Sanitary Servicing Consulting Services
- GM-11-21-84 - Head Office Life Safety System Upgrades
- GM-11-21-88 - Snowmobiling on GRCA Properties
- GM-11-21-C12 - Non-Union Salary Adjustments 2022 (closed agenda)

Information Items

The Board received the following reports as information:

- Minutes of the Ad-Hoc Conservation Authorities Act Committee – October 29, 2021
- GM-11-21-77 - Cash and Investment Status
- GM-11-21-85 - Reserves 2021
- GM-11-21-81 - Complimentary GRCA Membership Passes 2022s
- GM-11-21-86 - Update on Lands Declared Surplus – Guelph
- GM-11-21-78 - Current Watershed Conditions

Source Protection Authority

The General Membership of the GRCA also acts as the Source Protection Authority Board

Action Items

The SPA Board approved the resolutions in the following reports as presented in the agenda:

- SPA-11-21-01 - Source Protection Committee Representative Appointment

For full information, please refer to the November 26, 2021 Agenda Package. Complete agenda packages and minutes of past meetings can be viewed on our [online calendar](#). The minutes of this meeting will be posted on our online calendar following the next meeting of the General Membership scheduled on December 17, 2021.

You are receiving this email as a GRCA board member, GRCF board member, or a Grand River watershed member municipality. If you do not wish to receive this monthly summary, please respond to this email with the word 'unsubscribe'.

**Ministry of the Environment,
Conservation and Parks**Client Services and
Permissions Branch1st Floor
135 St. Clair Avenue W
Toronto ON M4V 1P5
Tel.: 416 314-8001
Fax.: 416 314-8452**Ministère de l'Environnement, de la
Protection de la nature et des Parcs**Direction des services à la clientèle et
des permissionsRez-de-chaussée
135, avenue St. Clair Ouest
Toronto ON M4V 1P5
Tél. : 416 314-8001
Télec. : 416 314-8452

December 6, 2021

Dear noise practitioners and stakeholders:

This letter is to inform you that the Ministry of the Environment, Conservation and Parks is updating the noise prediction methods used for assessing road and rail traffic to protect Ontarians from excessive noise levels and ensure that our noise pollution control methods are effective and based in current science.

The new guideline will ensure that proponents use up to date noise prediction methods when determining sound levels caused by road and rail traffic. This will result in more accurate noise predictions compared to the 1995 methods that are currently in place. Also, proponents who have been asking for permission from the ministry to use newer noise prediction methods will no longer have to seek this approval.

Without changing established noise limits, the new guideline will allow proponents to make realistic predictions of noise impact with updated technology in a way that is consistent with current methodologies. The updates will allow us to protect our environment better from the adverse effects of noise.

For further details on NPC-306, please access the link to the policy proposal on the Environmental Registry of Ontario: <https://ero.ontario.ca/notice/019-3239>

If you have any further questions, please contact Mary Ianni, Program Support Coordinator at Client Services and Permissions Branch, Environmental Assessment and Permissions Division by email mary.ianni@ontario.ca or by phone 437-788-6772.

Sincerely,



Heather Malcolmson
Director, Client Services and Permissions Branch

Ministry of Infrastructure

777 Bay Street, 4th Floor, Suite 425
Toronto, Ontario M5G 2E5

Ministère de l'Infrastructure

777, rue Bay, 4 étage, Suite 425
Toronto (Ontario) M5G 2E5



December 2021

File #: OCIF FC2-M-0352

David Milliner
Chief Administrative Officer
Township of Southgate
185667 Grey Road 9, RR 1
Dundalk, Ontario
N0C 1B0

Dear David Milliner:

RE: Ontario Community Infrastructure Fund Formula-Based Component Agreement Between Her Majesty the Queen in Right of Ontario The Corporation of the Township of Southgate effective November 9, 2016 (the "Agreement")

IMPORTANT - This enclosed funding allocation should be kept confidential and should not be shared in any public forums (except for your municipal council) or communicated to the media. The Province will provide information and a date when the funding for all municipalities will be publicly communicated.

Pursuant to section F1.2 of the Agreement, enclosed please find an Allocation Notice which sets out the amount of Funds the municipality named in the subject line of this letter is eligible to receive under the Agreement in the 2022 Funding Year. Subject to the terms and conditions of the Agreement, the Province will provide the Funds in accordance with section F2.1 of the Agreement. Capitalized terms used but not defined in this letter and the Revised Allocation Notice have the meanings ascribed to them in the Agreement.

Staff will be contacting you in the near future on reporting required to meet the conditions of the Agreement in respect of the amount of Funds received in 2021.

Redesign of the Ontario Community Infrastructure Fund (OCIF):

As you may be aware, the Ministry of Infrastructure procured a third-party consultant to review OCIF for potential enhancements. The consultant engaged with the municipal sector, including the Association of Municipalities Ontario, in its development of recommendations that informed the Ministry's redesign of OCIF.

I am pleased to advise you of the following changes to OCIF, which include changes reflected in your 2022 allocation as well as changes that will be reflected in 2023 allocation notices and future years:

2022 OCIF allocations:

- Increase OCIF funding by \$1 billion over the next five years (an additional \$200 million per year);
- Increase the minimum grant amount from \$50,000 to \$100,000; and
- Introduce a funding cap, which sets the funding maximum for any municipality to \$10 million, or 2.5 per cent of the total fund.

The above changes will address communities' needs to renew and rehabilitate their core infrastructure and better support small and medium-sized municipalities.

2023 OCIF allocations:

- Starting with the 2023 allocations, the formula will be calculated using forward-looking Current Replacement Values (CRVs) and CRV estimates to approximate requirements to maintain municipal core infrastructure assets, instead of closing cost balance values from the Financial Information Return.
- A smoothing mechanism will be implemented to limit year-over-year changes in funding to ± 15 percent of the previous year's allocation.

The above changes ensure that funding is targeted to address core infrastructure needs while also providing stability and certainty to recipients.

2024 and onwards:

- The Ministry of Infrastructure will begin working with partners across government to develop and implement a more standardized method of collecting CRVs and other data from asset management plans, and to minimize administrative burden. CRVs will be used to inform future OCIF allocations, and data from asset management plans will be used to gain insights on municipalities' level of asset management investments and the state of good repair across core infrastructure.

Should you have any questions regarding the above, please do not hesitate to contact your Project Analyst, Joseph Dubonnet, directly at 519-400-6184 or via email at Joseph.Dubonnet@ontario.ca.

Sincerely,

Trevor Fleck
Director, Infrastructure Program Policy Branch

Ontario Community Infrastructure Fund (OCIF)
Formula-Based Component

Revised Allocation Notice

Ministry of Infrastructure

The Corporation of the Township of Southgate

December 2021

Disponible en français

Ontario Community Infrastructure Fund (OCIF)
Formula-Based Component- Revised Allocation Notice

The Corporation of the Township of Southgate

Formula-Based Funding Allocation

The amount of Funds the municipality named on this Revised Allocation Notice is eligible to receive under the Agreement in the 2022 Funding Year is as follows:

2022 formula allocation	\$485,177.00
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Terms and Conditions

The provision of Funds to the Recipient are subject to the terms and conditions of the Agreement.



For Immediate Release

December 9, 2021

MPP Walker announces \$12,310,034 in infrastructure funding for local municipalities

OWEN SOUND – Bruce-Grey-Owen Sound MPP Bill Walker has announced that local municipalities will receive a combined total of \$12,310,034 in 2022 through the Ontario Community Infrastructure Fund.

The Ontario government is providing \$12,310,034 to municipalities in Bruce-Grey-Owen Sound to help build and repair local infrastructure. This investment is part of the government's plan to build Ontario by getting shovels in the ground on critical infrastructure projects that support economic recovery, growth and job creation.

In 2022, Local municipalities will receive:

Arran-Elderslie – \$665,851 (up from \$330,386 in 2021)
Bruce County – \$1,387,939 (up from \$660,950 in 2021)
Chatsworth – \$277,591 (up from \$125,064 in 2021)
Georgian Bluffs – \$491,124 (up from \$224,363 in 2021)
Grey County – \$2,645,238 (up from \$1,279,946 in 2021)
Grey Highlands – \$886,088 (up from \$436,207 in 2021)
Hanover – \$476,444 (up from \$233,348 in 2021)
Meaford – \$995,889 (up from \$458,173 in 2021)
Owen Sound – \$2,180,470 (up from \$1,125,386 in 2021)
Northern Bruce Peninsula – \$407,991 (up from \$181,355 in 2021)
South Bruce Peninsula – \$529,990 (up from \$204,075 in 2021)
Southgate – \$485,177 (up from \$236,674 in 2021)
West Grey – \$880,242 (up from \$448,807 in 2021)

“This is great news for our local communities, our government has more than doubled the amount municipalities in Bruce-Grey-Owen Sound will receive for critical infrastructure repairs,” said Walker. “The investments our communities make in their infrastructure needs through the OCIF program will support economic growth, create local jobs and continue our recovery from COVID-19.”

The announcement is part of the government’s additional \$1 billion investment to help build and repair roads, bridges, water and wastewater infrastructure in small, rural and northern communities. The multi-year funding is being delivered through the [Ontario Community Infrastructure Fund \(OCIF\)](#) and will bring the government’s total investment to nearly \$2 billion over the next five years.

“Our small, rural and northern communities will be at the forefront of our efforts to build Ontario for the future,” said Premier Doug Ford. “With this investment, we are saying ‘yes’ to helping these communities build and repair the vital infrastructure they need to keep their communities working for decades to come.”

Funding allocations will be based on a formula that recognizes the different needs and economic conditions of communities across the province. The new formula will include an increased funding minimum of \$100,000 for all communities per year, up from \$50,000 over previous years.

“Communities are the heartbeat of this province and we know they are facing unique infrastructure needs and challenges, especially as we navigate through the pandemic,” said Kinga Surma, Minister of Infrastructure. “Our government has been with them every step of the way. When we were told more funding supports were needed, we listened and acted in a meaningful way by providing the largest OCIF increase since the start of the program. By doing so, we’re providing stability and predictability to small, rural and northern communities to repair, upgrade, and modernize their critical infrastructure so that they are safer, healthier, and more reliable for all.”

The Province’s investment in OCIF is part of the [2021 Ontario Economic Outlook and Fiscal Review: Build Ontario](#). The plan lays out how the government will build Ontario’s future with shovels in the ground for highways, hospitals, long-term care, housing, and high-speed internet. To ensure all families, workers and businesses in the province have a better and brighter future, the government’s planned infrastructure investments over the next decade total more than \$148 billion.

QUICK FACTS

- The OCIF supports local infrastructure projects for communities with populations under 100,000, along with all rural and northern communities.

- For 2021, approximately \$200 million in funding was allocated to 424 small, rural and northern communities. Municipalities may accumulate their funding for up to five years to address larger infrastructure projects.
- Ontario also provides funding to communities through the Investing in Canada Infrastructure Program (ICIP), a \$30-billion, 10-year infrastructure program cost-shared between federal, provincial and municipal governments, and other partners. Ontario's share per project will be up to \$10.2 billion spread across five streams: Rural and Northern, Transit Infrastructure, Community, Culture and Recreation, Green and COVID-19 Resilience Infrastructure.
- The [2021 Ontario Economic Outlook and Fiscal Review: Build Ontario](#) is the government's seventh financial update since the pandemic began, highlighting the government's commitment to providing regular updates on Ontario's finances, even during this uncertain economic period. It is part of the government's plan for recovery driven by economic growth.

ADDITIONAL RESOURCES

- [Ontario Community Infrastructure Fund Recipients](#)
- [2021 Ontario Economic Outlook and Fiscal Review: Build Ontario](#)
- [Ontario Builds map](#)

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CONTACT: Chris Fell | chris.fell@pc.ola.org | 519-371-2421



The Town of The Blue Mountains Council Meeting

Title: Township of Chatsworth
Date: Monday, November 29, 2021
Time: 4:25 PM

Moved by: Councillor Sampson
Seconded by: Councillor Hope

THAT Council of the Town of The Blue Mountains receives for information the November 10, 2021 correspondence from the Township of Chatsworth enclosing the November 3, 2021 resolution of support for Grey Gables Long Term Care 128-Bed Redevelopment;

AND WHEREAS the Ministry has granted an additional 62 beds at Grey Gables, to bring it to a 128 bed facility;

AND THAT Council of the Town of The Blue Mountains supports the November 3, 2021 resolution of the Township of Chatsworth regarding Grey Gables Long Term Care, 128 bed redevelopment, and directs staff to provide this resolution of support to Grey County and its lower tier municipalities

YES: 6

NO: 0

ABSENT: 0

The motion is Carried

YES: 6

Mayor Soever	Councillor Bordignon	Councillor Hope	Councillor Matrosovs
Councillor Sampson	Councillor Uram		

NO: 0

ABSENT: 0



"Via Email: premier@ontario.ca

November 29th, 2021

The Honourable Doug Ford
Premier of Ontario
Legislative Building
Queen's Park
Toronto, ON
M7A 1A1

Dear Premier Ford:

Re:Property Assessment

This will serve to advise you that Council, at its regular meeting held Tuesday, November 23rd, 2021 passed the following resolution in support of the Municipality of Mattice-Val Cote's resolution pertaining to the above noted:

"Resolution No.: 320-2021

Moved by: Councillor Desmond O'Connor

Seconded by: Councillor Robert Hutchinson

BE IT RESOVLED THAT the Council of the Corporation of the Town of Cochrane endorses and supports the resolution from the Municipality of Mattice-Val Cote regarding property assessment.

CARRIED"

Your attention to this matter is greatly appreciated!

Yours truly,

THE CORPORATION OF THE TOWN OF COCHRANE

Alice Mercier
Clerk

AM/yl

c.c.: Municipal Property Assessment (MPAC) – Mario.Levesque@mpac.ca
Association of Municipalities of Ontario (AMO) - amo@amo.on.ca
Charlie Angus, MP, Timmins – James Bay - charlie.angus@parl.gc.ca
John Vanthof, MPP, Timiskaming – Cochrane - jvanthof-co@ndp.on.ca
Guylaine Coulombe, CAO/Clerk, Mattice-Val Cote - gcoulombe@matticevalcote.ca
All Ontario Municipalities





November 29, 2021

COMMUNICATED VIA EMAIL

Hon. David Piccini, Minister; Andrew Evans, Director of Policy
Ontario Ministry of the Environment, Conservation and Parks
minister.mecp@ontario.ca; Andrew.Evans4@ontario.ca

Hon. Jonathan Wilkinson, Minister
Environment and Climate Change Canada
jonathan.wilkinson@parl.gc.ca

Hon. Lisa Thompson, Minister; Jack Sullivan, Issues Manager & Press Secretary
Ontario Ministry of Agriculture, Food and Rural Affairs
minister.omafra@ontario.ca; jack.sullivan@ontario.ca

Hon. Marie-Claude Bibeau, Minister
Minister of Agriculture and Agri-Food
Marie-Claude.Bibeau@parl.gc.ca

**RE: LACK OF RECYCLING OPTIONS
AGRICULTURAL BALE WRAP AND TWINE AND BOAT SHRINK WRAP**

To Whom this May Concern:

Residents of the Town of Georgina are concerned about the lack of options for recycling boat shrink-wrap and agricultural bale wrap and twine. We note that the [Inventory of recycling programs](#) in Canada, listed on the Government of Canada website specifies that the only location in Canada to recycle bale and silage wrap is in Manitoba as part of a pilot program by CleanFARMS. The Region of York has advised that there are additional pilot programs in Bruce County, Clinton, and Ottawa Valley however, none of these locations are accessible to the residents of Georgina, nor to many other rural communities in Ontario. Moreover, CleanFarms has advised that expansion beyond Bruce County is highly unlikely due to financial limitations.

Every year, tons of plastic waste are burned on farms around Ontario and across Canada, and more is buried or dumped in municipal landfills. [CBC reports that a 2012 survey](#) found that only 17 percent of farmers send their plastic for recycling. Accordingly, 83 percent of farmers have been forced to adopt

other means of disposal, largely, or entirely due to a lack of options for agricultural plastics within the province. As you are aware, burning plastics releases potent environmental toxins into the air and buried plastics are not biodegradable.

Just recently, Prince Edward Island announced [regulatory amendments](#) that will transition pilots for items like silage wrap and twine into permanent, industry-funded programs starting December, 2022. More recently still, Quebec took similar [regulatory action](#). Are similar initiatives currently under consideration for Ontario?

We seek to work with you, however possible, and with neighboring municipalities, in order to promote the well-being of our environment and to make recycling programs more accessible to farmers and boaters across the country. We look forward to hearing from you regarding concrete steps that can be implemented between government, agricultural and marine groups, and municipalities for the furtherance of these causes.

Kind Regards,

FOR THE TOWN OF GEORGINA

Council of the Town of Georgina
Georgina Agricultural Advisory Committee
Georgina Environmental Advisory Committee
Georgina Waterways Advisory Committee

Cc: Scot Davidson, MP, York-Simcoe, Scot.Davidson@parl.gc.ca
Caroline Mulroney, MPP, York-Simcoe, caroline.mulroneyco@pc.ola.org
Laura McDowell, Regional Municipality of York, Director, Environmental Promotion and Protection Branch, Laura.McDowell@york.ca
Cleanfarms Inc., info@cleanfarms.ca
Dr. Shrink, drshrink@dr-shrink.com
Switch Energy Corp., dnott@switchenergycorp.com
Neighbouring Municipalities

From: Aneeta Mohammed <amohammed@georgina.ca>
Sent: November 29, 2021 12:55 PM
To: 'minister.mecp@ontario.ca' <minister.mecp@ontario.ca>; 'Andrew.Evans4@ontario.ca' <Andrew.Evans4@ontario.ca>; 'jonathan.wilkinson@parl.gc.ca' <jonathan.wilkinson@parl.gc.ca>; 'minister.omafra@ontario.ca' <minister.omafra@ontario.ca>; 'jack.sullivan@ontario.ca' <jack.sullivan@ontario.ca>; 'Marie-Claude.Bibeau@parl.gc.ca' <Marie-Claude.Bibeau@parl.gc.ca>
Cc: 'Scot.Davidson@parl.gc.ca' <Scot.Davidson@parl.gc.ca>; 'caroline.mulroneyco@pc.ola.org' <caroline.mulroneyco@pc.ola.org>;
Subject: Council Resolution No. C-2021-0296 Re. Plastic Wrap Disposal

Please be advised that at its meeting of September 22, 2021, following endorsements by the Town of Georgina's Agricultural Advisory Committee, Environmental Advisory Committee, and Waterways Advisory Committee, Council for the Town of Georgina adopted the following resolution:

RESOLUTION NO. C-2021-0296
Moved By Councillor Harding
Seconded By Councillor Waddington

That Council receive and endorse correspondence from the Georgina Agricultural Advisory Committee respecting the lack of options for recycling boat shrink wrap and agricultural bale wrap and twine, the need to make recycling programs more accessible to the agricultural and marine industries across Canada and requesting steps be implemented between government, municipalities, agricultural and marine groups to further this need, and that the draft correspondence be referred to staff for discussion and direction as to which departments and ministries are the most appropriate ones to receive this correspondence.

The referenced correspondence is attached hereto for your review.

Thank you,



Aneeta Mohammed, MPPAL, PgD, Hons. B.A.
Committee Services Coordinator | Office of the Deputy CAO
T: 905.476.4305 x2248 | E: amohammed@georgina.ca

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CHRISTINE TARLING
Director of Legislated Services & City Clerk
Corporate Services Department
Kitchener City Hall, 2nd Floor
200 King Street West, P.O. Box 1118
Kitchener, ON N2G 4G7
Phone: 519.741.2200 x 7809 Fax: 519.741.2705
christine.tarling@kitchener.ca
TTY: 519-741-2385

December 1, 2021

The Right Honourable Justin Trudeau
Prime Minister of Canada
80 Wellington Street
Ottawa ON K1A 0A2

Dear Prime Minister:

This is to advise that City Council, at a meeting held on November 22, 2021, passed the following resolution regarding conversion therapy:

"WHEREAS Conversion practices or conversion “therapy” (also known as “reparative therapy”, “reintegrative therapy” or “aversiontherapy”) include any treatment, practice, or sustained effort that has the intended effect of denying, repressing, discouraging or changing a person’s non-heterosexual sexual orientation, noncisgender gender identity or gender expression, or any behaviours associated with a gender other than the person’s sex assigned at birth; and,

WHEREAS all such practices are unscientific, dangerous and proven to cause harm to their victims; and,

WHEREAS such practices are opposed by more than 50 professional associations, including the Canadian Association the Canadian Association of Social Workers, Canadian Psychiatric Association, Canadian Professional Association for Transgender Health, Canadian Psychological Association, College of Registered Psychotherapists of Ontario, as well as the United Nations and World Health Organization; and,

WHEREAS Bill C-6-2020, An Act to Amend the Criminal Code (Conversion Therapy), which proposed five conversion therapyrelated offences, was an historic piece of legislation preceded by decades of advocacy by conversion practice survivors, that progressed to the second reading stage in the Senate before dying on the order paper when an election was called in August 2021; and,

WHEREAS several cities across Canada have adopted bylaws to prohibit conversion practices or are in the process of doing so, including the City of Kingston and the City of Thunder Bay in Ontario; and,

WHEREAS the City has adopted a Strategic Plan with a theme of being a “Caring Community”, which includes a commitment to supporting our diverse populations, including the removal of social stigmas and where possible being more equitable and inclusive; and,

WHEREAS Kitchener continues to seek opportunities to demonstrate leadership in making all those within our community feel equal and included;

THEREFORE BE IT RESOLVED that Kitchener City Council formally denounce conversion practices as dangerous and harmful, perpetuating myths and stereotypes about sexual orientation and gender identity and expression; and,

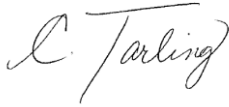
THEREFORE BE IT FURTHER RESOLVED that the City of Kitchener request our Office of Equity, Anti-Racism and Indigenous Initiatives explore ways to support conversion therapy survivors and those at risk; and,

THEREFORE BE IT FURTHER RESOLVED that Kitchener City Council direct City staff to continue to monitor legislative developments at the federal and/or provincial orders of government pertaining to conversion therapy, and in conjunction with any actions taken by them and our regional and municipal partners locally, bring a report to Council outlining any further legislative and/or policy actions which may be contemplated by the municipality to further prohibit conversion practices, and,

THEREFORE BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the Right Honourable Prime Minister of Canada, Minister of Housing, and Diversity and Inclusion, Minister of Justice, Minister for Women and Gender Equality and Youth, and area Members of Parliament urging creation of a new bill within the first 100 days of their mandate which will include a “no consent” provision to protect Canadians of all ages; and,

THEREFORE BE IT FINALLY RESOLVED that a copy of this resolution be forward to the Honourable Premier of Ontario, area Members of Provincial Parliament, the Association of Municipalities of Ontario, and all other municipalities in Ontario encouraging both the Province and other municipalities to also formally denounce and take action to prohibit conversion practices against all persons regardless of age."

Yours truly,



C. Tarling
Director of Legislated Services
& City Clerk

c: Hon. Ahmed Hussen, Minister of Housing, Diversity and Inclusion
Hon. David Lametti, Minister of Justice
Hon. Marci Ien, Minister for Women and Gender Equality and Youth
Hon. Doug Ford, Premier of Ontario
Tim Louis, MP (Kitchener-Conestoga)
Raj Saini, MP (Kitchener Centre)
Marwan Tabbara, MP (Kitchener South-Hespeler)
Laura Mae Lindo, MPP (Kitchener Centre)
Mike Harris, MPP (Kitchener Conestoga)
Amy Fee, MPP (Kitchener South-Hespeler)
Monika Turner, Association of Municipalities of Ontario
Ontario Municipalities



CHRISTINE TARLING
Director of Legislated Services & City Clerk
Corporate Services Department
Kitchener City Hall, 2nd Floor
200 King Street West, P.O. Box 1118
Kitchener, ON N2G 4G7
Phone: 519.741.2200 x 7809 Fax: 519.741.2705
christine.tarling@kitchener.ca
TTY: 519-741-2385

December 1, 2021

Honourable Doug Ford
Premier of Ontario
Legislative Building
Queen's Park
Toronto ON M7A 1A1

Dear Premier Ford:

This is to advise that City Council, at a meeting held on November 22, 2021, passed the following resolution regarding fire safety measures:

"WHEREAS the Government of Ontario, in December 1975, enacted the Ontario Building Code for the purpose of regulating the construction of new, safe buildings within the Province of Ontario; and,

WHEREAS the Government of Ontario, in November 1981 enacted the Ontario Fire Code for the purpose of maintaining the life safety systems of all buildings within the Province of Ontario; and,

WHEREAS the Government of Ontario, in November 1983 began the process of amending the Ontario Fire Code to include Retrofit provisions, for the purpose of providing a minimum level of life safety for those existing buildings which had not been built under the provisions of any version of the Ontario Building Code; and,

WHEREAS the government of Ontario, in October 1992 amended the Ontario Fire Code Retrofit provisions, for the purpose of providing a minimum level of life safety to buildings classed as low rise residential (9.5); and,

WHEREAS October 2021 marks twenty-nine (29) years since the requirements outlined by Retrofit 9.5 have been substantially updated; and,

WHEREAS this lack of currently appropriate standards for self-closing devices on suite doors and positive latching on exit stairwell doors has led to significant serious injuries, deaths, long term dislodgement of residents, and significant unnecessary insurance loss due to allowed building deficiencies;

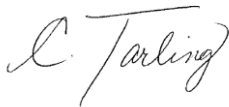
THEREFORE IT BE RESOLVED that the City of Kitchener urges the government of Ontario to direct the Ontario Fire Marshal's Office – Technical Services, to undertake an immediate review of that portion of the Ontario Fire Code known as Retrofit Section 9.5;

THEREFORE IT FURTHER BE RESOLVED that the City of Kitchener urges the Government of Ontario to, as expeditiously as possible, amend the Ontario Fire Code Sentence 9.5.2.8.(1) to require self closing devices on all suite closures (doors) within low rise residential buildings: and,

THEREFORE IT FURTHER BE RESOLVED that the City of Kitchener urges the Government of Ontario to, as expeditiously as possible, amend the Ontario Fire Code Sentence 9.5.3.3.(3) to require that closures (doors) entering exit stairwells be equipped with both self-closing devices and positive latching; and,

THEREFORE IT FINALLY BE RESOLVED that a copy of this resolution be forwarded to the Honourable Premier of Ontario, the Minister of Municipal Affairs and Housing, the Association of Municipalities of Ontario; and, all other Ontario municipalities."

Yours truly,



C. Tarling
Director of Legislated Services
& City Clerk

c: Honourable Steve Clark, Minister of Municipal Affairs and Housing
Monika Turner, Association of Municipalities of Ontario
Ontario Municipalities

December 1, 2021

The Honourable Doug Ford, M.P.P.
Premier of Ontario
Legislative Building
Queen's Park
Toronto, ON M7A 1A1

Sent via email: premier@ontario.ca

**Re: National Childcare Program
Our Files:**

Dear Premier Ford,

At its meeting held on November 15, 2021, St. Catharines City Council approved the following motion:

“WHEREAS the province of Ontario has the most expensive childcare in the country, presenting a financial hardship for many families and a barrier for women’s full economic participation; and

WHEREAS the \$34 billion early learning and childcare spending commitment announced this year by the federal government will bring transformative change to childcare by lowering parent fees and expanding the supply of regulated not-for-profit and public childcare in this country; and

WHEREAS the federal government has already reached childcare agreements with BC, Nova Scotia, Manitoba, Saskatchewan, Yukon Territory, PEI, Newfoundland and Labrador and Quebec; and

WHEREAS the provisions of each agreement vary to some degree, but the majority of the jurisdictions have agreed to use the federal funds to:

- (a) lower parent fees by 50 per cent by the end of 2022 and to \$10 a day by 2025-26 or sooner;
- (b) improve the wages and working conditions of early childhood educators, and
- (c) publicly fund the expansion of not-profit and public childcare;

THEREFORE BE IT RESOLVED that the City of St. Catharines request that the provincial government take the necessary steps to work with the federal government on

a bilateral agreement to ensure the new national child care program be made available to Ontarians, and that it focuses on increased access, affordability, quality and responsiveness, all of which are essential to the COVID-19 pandemic response; and

BE IT FURTHER RESOLVED that staff actively monitor federal developments and engage in provincial and regional discussions; and

BE IT FURTHER RESOLVED that City Council request the City Clerk circulate Council's decision to other municipalities in Ontario, the Ontario Municipal Social Services Association and the Association of Municipalities of Ontario.”

If you have any questions, please contact the Office of the City Clerk at extension 1524.



Bonnie Nistico-Dunk, City Clerk
Legal and Clerks Services, Office of the City Clerk
:mb

cc: Niagara Area MPPs
Ontario Municipal Social Services Association
Ontario Municipalities
Association of Municipalities of Ontario, amo@amo.on.ca



Town of /Ville de Penetanguishene

Police Services Board

December 7, 2021

Hon. Doug Downey
Attorney General
McMurtry-Scott Bldg 11th Floor
720 Bay Street
Toronto, ON M7A 2S9

Delivered by Email:
attorneygeneral@ontario.ca

Dear Hon. Doug Downey;

RE: Concerning Rates of Recidivism

At the Penetanguishene Police Services Board meeting held on June 14, 2021, members of the board received a quarterly report from the Southern Georgian Bay OPP Detachment Commander. Within the report, the board noticed that the crime rate numbers were surprisingly high. The Detachment Commander explained that a major contributing factor to the high crime rate was that a high number of offenders were often being released by the courts and therefore given the opportunity to re-offend.

Following the meeting, the Detachment was able to research the recidivism rates for the catchment area in order to get a better understanding of the circumstances. Prior to the COVID-19 pandemic (August 2018 to February 2020) to post pandemic (March 2020 to September 2021) there was increase of 11% in recidivism rates. In Penetanguishene alone, there were a total of 12427 charges that were analyzed (29% criminal and 71% Provincial) with 519 persons who had charges withdrawn in the same time period.

These recidivism rates were concerning for the Police Services Board for two reasons. The first being that it's obvious that no lesson is learnt by most offenders when they are provided with multiple chances. The second being that this recidivism cycle that's being created continues to cause more work for the police which then takes them away from other important duties.

We're aware that the analysis of rates demonstrates an increase since the pandemic, and fully recognize that the COVID-19 pandemic could have been a contributing factor to the increase in rates. However, since the pandemic restrictions seem to be lifting, we're hopeful that the recidivism rates lessen as well.

Our hope is to bring awareness to the recidivism rates, advocate for the Southern Georgian Bay OPP and finally, enact change within the provincial court system to help minimize these rates. It would be most helpful not only to the Southern Georgian Bay OPP but all detachments across the province if the provincial court system could help minimize





recidivism rates by monitoring and recording the offenders who continue to reoffend and highly consider recidivism when sentencing.

We're hopeful that by raising awareness of the high recidivism rates within our detachment, it may persuade change within the provincial court system related to offender sentencing. Please feel free to reach out to the undersigned bcummings@penetanguishene.ca should you have any questions.

THE CORPORATION OF THE TOWN OF PENETANGUISHENE

Brian Cummings, Board Chair
Penetanguishene Police Services Board

CC: Hon. Sylvia Jones, Solicitor General
Inspector Joseph Evans, OPP
Interim Executive Director, Bruce Chapman, OAPSB
Council of the Town of Penetanguishene
Chief Administrative Officer, Jeff Lees, Town of Penetanguishene
All municipalities in Ontario

/kc





Corporation of the County of Grey
Attention: Heather Morrison, Clerk
BY EMAIL

Dear Ms. Morrison:

Re: Municipality of Meaford Resolution of Support (Grey Gables Long Term Care 128-bed redevelopment).

Please be advised that at their meeting on Monday, November 29, 2021, Council of the Municipality of Meaford passed the following resolution:

Moved by: Councillor Vickers
Seconded by: Deputy Mayor Keaveney

**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 Municipality of Meaford fully supports the 128-bed redevelopment of Grey Gables when feasible; and

That Council direct staff to circulate this resolution to all municipalities in Grey County.

Carried - Resolution #2021-34-11

Yours sincerely,

Margaret Wilton-Siegel

Deputy Clerk / Manager of Community Services
519-538-1060, ext. 1100 | mwiltonsiegel@meaford.ca

CC: Grey County Municipalities





December 8, 2021

The Honourable Doug Ford
Premier of Ontario
Legislative Building, Queen's Park
Toronto, ON M7A 1A1

Sent via email to: premier@ontario.ca

Dear Premier:

**Re: Correspondence received from the Region of Durham regarding Bus Stop
Dead End Roads**

At the last regular General Purpose and Administration Committee meeting of the Council of the Township of Scugog held December 6, 2021, Council received and endorsed correspondence from the Region of Durham dated November 24, 2021 with respect to Bus Stop Dead End Roads. Attached please find a copy of the Region of Durham's correspondence dated November 24, 2021.

Please be advised that Committee approved the following recommendation:

"THAT correspondence received from the Region of Durham regarding Bus Stop Dead End Roads, be endorsed."

Please note that all recommendations made by the Committee are subject to ratification at the next Council meeting of the Township of Scugog, scheduled to take place on December 20, 2021.

Should you have any concerns, please do not hesitate to contact Carol Coleman, Director of Public Works and Infrastructure at 905-985-7346 ext. 149.

Yours truly,

A handwritten signature in black ink that reads "Becky Jamieson".

Becky Jamieson
Director of Corporate Services/Municipal Clerk

Attachments: News Story Overview Safer Ontario Busing for Dead End Road Kids
Municipal Support Letters in response to Township of Scugog Dead-End
Road Resolution
Region of Durham's correspondence dated November 24, 2021

cc: Carol Coleman, Director of Public Works and Infrastructure
Ralph Walton, Regional Clerk/Director of Legislative Services, Region of Durham
The Honourable Stephen Lecce, Minister of Education
The Honourable Caroline Mulroney, Minister of Transportation
Nadiya Viyiv, 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, Durham Region, Commissioner of Works



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 www.durhamdeadendroadkids.ca and video www.youtube.com/watch?v=pCVNLsUKk&t=18s 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 <https://www.ontario.ca/document/official-ministry-transportation-mto-bus-handbook/special-safety-precautions-school-bus-drivers> 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, <https://www.durhamregion.com/news-story/10445254-mto-tweaks-unlikely-to-reverse-scugog-route-changes-dsts/> are not “direction to school boards” <https://www.durhamregion.com/news-story/10445254-mto-tweaks-unlikely-to-reverse-scugog-route-changes-dsts/> , 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 Viyiv, 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

The Corporation of the Township of Southgate
By-law Number 2021-189
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 15th, 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 15th, 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 15th day of December, 2021.

John Woodbury - Mayor

Lindsey Green – Clerk